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DECLARATION OF CONDOMINIUM
FOR

OFF REC: 4154 PG 1090

THE VINEYARD, A CONDOMINIUM

ARTICLE I.

Terms

References to the "Condominium Act" shall refer to the Florida Statute governing the creation of condominiums which is in effect as of the date of recording this Declaration. Terms used herein shall have the meanings stated in the Condominium Act unless the context otherwise requires. "Institutional Mortgagees" shall refer to banks, savings and loan associations, mortgage companies, life insurance companies and similar lending institutions. "Developer" shall refer to the undersigned. The term "Developer" shall, in every instance, include any party appointed in writing as a substitute Developer by the undersigned.

ARTICLE II.

Submission Statement

Pursuant to the Condominium Act, the undersigned hereby submits the condominium property, as same is hereinafter identified and described, to condominium ownership.

ARTICLE III.

Name

The name by which this condominium is to be identified is THE VINEYARD, A CONDOMINIUM.

ARTICLE IV.

Land Included

The legal description of the land included in the condominium property and submitted hereby is set forth on EXHIBIT A attached hereto and made a part hereof.

JAMES F. TAYLOR, JR.
CLERK CIRCUIT COURT
RECORDING DEPT.
HILLSBOROUGH CO.
TAMPA, FL 33601

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ARTICLE V.

Identification of Units

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There shall be 46 units of this condominium. The units are identified by number pursuant to, and as shown on

EXHIBIT B attached hereto and made a part hereof.

ARTICLE VI.

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Survey, Plot Plan and
Graphic Description of Improvements

EXHIBIT B attached hereto and made a part hereof, contains a survey of the land and a graphic description of the improvements in which the units are located and a plot plan thereof.

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 and owned by the owner of the unit are as follows: The percentage of common elements appurtenant to each unit are shown on Sheet 1 of EXHIBIT B in the column labeled "Percentage of Common Elements".

ARTICLE VIII.

Percentages and Manner of Sharing Common Expenses

Each unit owner shall be liable for that percentage of the common expenses, and shall own that percentage of common surplus, as is set forth in the preceding Article as being the percentage of undivided shares in the common elements appurtenant to his unit, i.e. each unit's percentage for sharing common expenses and owning common surplus shall be the same as the percentage for owning common elements.

ARTICLE IX.

Association

The name of the Association responsible for the operation of this condominium is VINEYARD OF TAMPA CONDOMINIUM 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 are attached hereto as EXHIBIT C and made a part hereof. A copy of the By-Laws of the Association are

Footnote 1: or letter

set forth in EXHIBIT D attached hereto and made a part hereof.

ARTICLE X.

Membership and Voting Rights

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Each unit owner shall be a member of the Association. There is hereby allocated one (1) vote to each of the condominium parcels, to be exercised by the owner of the unit.

ARTICLE XI.

Easements

Each unit owner shall have and is hereby granted perpetual non-exclusive easements over, across and through the common elements for reasonable ingress and egress to his unit and for the purpose of providing normal utility services thereto. Each unit owner shall have and is hereby granted over and through the common elements and the walls, ceilings, and floors of other units, such perpetual easements as are reasonably necessary to provide heating and air conditioning and utility services to his unit, which easements shall be at the locations of the lines and facilities as originally constructed. Each unit owner shall have and is hereby granted a perpetual easement over and across adjoining units and common elements for any encroachment due to inadvertent variations between the location of his unit as shown on EXHIBIT B and the location of his unit as actually constructed. These easements shall all run with the land.

The undersigned further reserves unto itself, its successors and assigns, the right to give and grant such additional easements over, under and upon the common elements of the condominium as may be needed for the servicing of the condominium with utility services including, but not limited to, sewer, water, telephone and electrical.

ARTICLE XII.

Amendments

Section 1. Except as otherwise specifically provided herein, this Declaration may be amended at a joint meeting of Directors and unit owners; such amendment shall require approval of at least seventy-five per cent (75%) of the Board of Directors of the

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Association and approval of unit owners entitled to vote not less than seventy-five per cent (75%) of the votes of the Association. This Declaration may also be amended without a meeting by the written joinder and consent to the amendment by at least seventy-five per cent (75%) of the Directors and by unit owners entitled to vote at least seventy-five per cent (75%) of the votes in the Association.

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Amendments affecting only the Articles of Incorporation and By-Laws attached as Exhibits to this Declaration shall be accomplished in the manner set forth in said Articles and By-Laws.

Section 2. The above provisions, however, shall not apply to any amendment attempting to change: (a) any condominium parcel, (b) voting rights, (c) percentages of ownership of common elements or sharing common expenses and owning common surplus, or (d) any provision dealing with insurance or reconstruction and repair after casualty, or (e) any provision contained herein pertaining to termination of the condominium or amendment of this Declaration. In order to change any of the foregoing by amendment or otherwise, or in order to adopt any amendment which discriminates against a unit owner or class of unit owners, the affirmative vote or written joinder and consent of all unit owners, together with the written joinder of all record owners of liens, in the execution of any such amendment, shall be required.

Section 3. Notwithstanding the provisions of Section 1 and Section 2 of this Article, any amendments of the Declaration, or of the Articles or By-Laws attached hereto, which in any way impairs, changes, limits, diminishes, or prejudices any Institutional Mortgagee's position, rights, security, or equity as mortgagee of any condominium parcel, shall require the joinder of said Institutional Mortgagee in order to become effective. In addition, if any Institutional Mortgagee holds mortgages on more than twenty (20) percent of the units, any amendment to the Declaration, or Articles, or By-Laws, attached hereto shall require the joinder of said Institutional Mortgagee in order to become effective.

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Section 4. Notwithstanding the provisions of the above Sections, so long as Developer owns more than ten (10) percent of the units, no amendment shall be made to this Declaration without the written consent of Developer.

Section 5. No amendment to this Declaration or the Articles or By-Laws attached hereto shall be effective until a certificate of the Association evidencing the amendment has been recorded in the public records of the county in which the condominium is located.

Section 6. If any eminent domain proceedings result in some of the units being permanently destroyed, the Declaration shall be amended to equitably reallocate among the remaining units the percentage of common elements, common surplus and common expenses appurtenant to the units destroyed. Such an amendment shall be accomplished in the manner provided above in Section 1 of this Article, and, anything in Sections 2 or 3 to the contrary notwithstanding, shall not require approval of all owners and lienholders.

ARTICLE XIII.

Unit Boundaries

The units are as shown on EXHIBIT B. The upper boundary of each unit shall be the plane or planes of the undecorated, finished ceiling, extended to intersection with the perimetrical boundaries as shown on EXHIBIT B. The lower boundary of each unit shall be the plane or planes of the undecorated finished floor extended to intersection with the perimetrical boundaries as shown on EXHIBIT B. The perimetrical boundaries of each unit shall be the vertical plane of the undecorated finished interior of the walls bounding the unit as shown in EXHIBIT B, extended to intersection with the upper and lower boundaries. These boundaries are more specifically defined on EXHIBIT B attached hereto.

In areas where the planes described herein do not intersect due to "split-level" floors or ceilings, or offsets in the walls,

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the unit boundaries shall be as labeled and identified on EXHIBIT B. Said EXHIBIT B is incorporated herein by reference and in the event of an inconsistency between the unit boundaries as described herein, and as labeled on EXHIBIT B, said EXHIBIT B will govern.

ARTICLE XIV.

Common Elements

The common elements shall include the land and all improvements which are not included within the units, together with such other items as are set forth in the Condominium Act, including, but not limited to, easements for support in every portion of a unit which contributes to the support of a building, and property and installations required for furnishing utilities and other services to more than one unit or to the common elements. Anything in the preceding Article notwithstanding, the common elements shall also include all undecorated, finished load-bearing walls and load-bearing structures within the unit boundaries as well as utilities that serve another unit even though they are located within said boundaries.

No material alteration or substantial additions to the common elements shall be made, except upon the affirmative vote of seventy-five per cent (75%) of the unit owners.

ARTICLE XV.

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. References herein to common elements shall include the limited common elements unless the context otherwise requires.

The areas designated as limited common elements on EXHIBIT B hereof are declared to be Limited Common Elements and are for the sole and exclusive use of the unit owners of the units to which they are physically attached. Certain units also have remote parking spaces (not physically attached to the unit) which are Limited Common Elements in accordance with Article XXIII.

ARTICLE XVI.

Common Expenses and Assessments

Common expenses shall include (a) all items declared to be

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common expenses by the Condominium Act or this Declaration, (b) any valid charge against the condominium as a whole. Moneys or funds for the payment of common expenses shall be assessed against unit owners in the proportions or percentages of common expenses provided above, and shall be determined, levied, collected, held and disbursed all as provided in the Condominium Act. Each unit owner shall pay to the Association the share of common expenses attributable to his unit. Such payments shall be based on an estimated budget for anticipated expenses, and shall be due in advance on a monthly or quarterly basis, as determined by the Board of Directors of the Association. Unpaid assessments shall bear interest at the highest rate allowed by law from the due date until paid. 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 such interest and reasonable attorney's fees incurred by the Association incident to the collection of any such assessment or enforcement of such lien.

When the mortgagee of a first mortgage of record, or other purchaser, of a unit obtains title to the unit as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the assessments against the unit which became due prior to such acquisition of title as a result of foreclosure or deed in lieu thereof, unless a claim of lien for the assessment was recorded prior to the recording of the mortgage. Any such unpaid assessment shall be a common expense, collectible from all unit owners, including such acquirer.

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

ARTICLE XVII.

Termination

At any time the condominium may be terminated and the con-

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dominium property removed from the provisions of the Condominium Act by the recording of an instrument to that effect executed by seventy-five per cent (75%) of the unit owners and by seventy-five per cent (75%) of the Institutional Mortgagees holding mortgage liens on units. The Condominium further may be terminated after a casualty as provided in the hereinafter Article on "Insurance," by the written election of seventy-five per cent (75%) of the unit owners not to rebuild, as authorized and provided in said Article on "Insurance." Upon termination, the condominium property shall be owned in common by the unit owners, and the undivided share in the property owned in common by each unit owner shall be the undivided share previously owned by such owner in the common elements. No termination shall be effective until a written instrument, signed by the required number of unit owners and Institutional Mortgagees, has been recorded in the public records of the county in which the condominium is located.

ARTICLE XVIII.

Insurance

The Association, through its Board of Directors, shall purchase an insurance policy insuring the buildings and improvements erected upon the property, and all fixtures and personal property owned by the Association or owned in common by the unit owners, against loss or damage by fire and hazards covered by standard extended coverage and such other risks as is customary in the area; 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 may, 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 an amount equal to the value of the building if the value of the building is less than the maximum permitted by such Act. All policies purchased by the Association

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shall be purchased in the name of the Association and shall be payable to the Association for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear; a provision shall be made for issuance of mortgagee endorsements, but no mortgagee shall have the right to require that insurance proceeds be applied to its mortgage except to the extent that the unit owner is entitled to receive insurance proceeds as specifically provided herein, i.e. after termination of the Condominium or when there are excess proceeds after completion of all repairs and reconstruction.

In the event of casualty resulting in damage or destruction to the common elements amounting to fifty per cent (50%) or less of the then value of the common elements, the Association shall use the net insurance proceeds to reconstruct or repair damage to real or personal property covered by the policy, with any excess to be payable jointly to the unit owners and their Institutional Mortgagees, in proportion to the damage to their units. Any reconstruction or repair shall be in accordance with the plans and specifications, as finally amended, filed at the time of the original construction with the Building Department of the Governmental Agency having jurisdiction thereover, but with changes as required by current codes. If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against all the unit owners in accordance with their percentage for sharing common expenses, to cover any deficiency.

In the event that the common elements are damaged or destroyed in excess of fifty per cent (50%) of their then value, the common elements shall nevertheless be repaired or reconstructed as heretofore provided, unless seventy-five per cent (75%) of all unit owners shall elect within thirty (30) days after casualty, not to rebuild, which election shall be by written instrument in recordable form, in which event the Condominium shall be terminated, and the insurance proceeds shall be disbursed by joint check to the unit owners and their Institutional Mortgagees, in proportion to

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their percentage of undivided shares in the common elements.

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Any Institutional Mortgagee shall have the right to require that the Association name a financial institution, having trust powers, as insurance trustee and to require that said insurance trustee be named in the hazard insurance policy to be a joint payee with the Association. If an insurance trustee is so named, the Association shall endorse the insurance proceeds to the trustee, to be held for the benefit of the unit owners and their mortgagees as their respective interests may appear, and disbursed monthly to pay for repairs and reconstruction as they are completed. The insurance trustee shall have no obligation to supervise the reconstruction and repairs, but only to hold the funds and disburse them in payment of written draw requests submitted by the Association and approved by a licensed architect as being in payment of work actually completed, or, if the condominium has been terminated, to disburse the proceeds to the unit owners and their Institutional Mortgagees by joint check, as provided herein. If there are any excess insurance proceeds after completion of reconstruction and repair, the insurance trustee shall disburse them to unit owners and their Institutional Mortgagees as provided herein.

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In addition to the foregoing insurance, the Association, shall purchase and keep in effect policies of insurance generally known as public liability policies insuring the Association against all claims and demands made by any person or persons, for injuries received in connection with the use, operation or maintenance of the common elements, which liability insurance shall be in an amount to be determined annually by the Board of Directors of the Association.

The Association further shall, 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, and may purchase such other insurance as the Directors deem appropriate.

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The Association, upon the majority vote of its Directors, may provide and keep insurance for the protection of its Directors. All insurance premiums shall be included and treated as a common expense.

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The unit owners shall be responsible for purchasing their own insurance to protect against loss or damage to that portion of the improvements included within their unit, as well as to their own personal property. Unit owners shall also be responsible for purchasing liability insurance protecting against liability that might result from events occurring within their own unit.

ARTICLE XIX.

Alterations by Unit Owners

No unit owner shall make any alterations, additions or decorations to any portion of the common elements (including the limited common elements) nor to any portion of his unit which is visible from outside his unit, without the unanimous consent of the Board of Directors of the Association, which consent may be withheld by the Board for any reason whatsoever. As to alterations and additions totally within a unit and not visible from outside the unit, a unit owner must first obtain the approval of the Board of Directors, which approval shall not be unreasonably withheld.

ARTICLE XX.

Maintenance

Each unit owner shall maintain and keep his unit in good condition and repair at his own expense, and shall be solely responsible for maintaining the interior thereof as well as appliances and equipment therein. Each unit owner shall also be solely responsible for maintaining at his own expense, all portions of the air conditioning-heating system, electrical system and plumbing system that serve only his unit, including all parts thereof which may be located in the common elements or outside his unit (including but not limited to the compressor, ducts, tubing,

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lines, wiring and pipes); any major replacement parts to any portion thereof must be approved by the Board of Directors of the Association. Each unit owner shall also maintain in good condition at his own expense, all windows, glass, doors and screens which serve only his unit, but no alterations or repairs shall ever be made which would change their appearance from outside the unit without unanimous approval of the Board of Directors of the Association.

The Association shall maintain the portions of the common elements which are not the responsibility of the unit owner as provided above in this Article on "Maintenance." The Association shall maintain structural portions of load bearing walls and load bearing beams within a unit, and utility facilities, lines and equipment that serve more than one unit. A unit owner shall be liable to the Association for damage to the common elements caused by the unit owner or his family members or invitees, but only to the extent the damage is not covered by insurance.

ARTICLE XXI.

Restrictive Covenants

All unit owners, in addition to any other obligation or limitation imposed upon them by this Declaration, the Articles of Incorporation and the By-Laws of the Association, or 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 other than as and for a single-family residence or dwelling.

Section 2. 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.

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Section 3. Cats, birds, and tropical fish, may be kept by unit owners in the owners' respective units, provided, that no such pet shall be raised for commercial purposes. Other pets are prohibited. Unit owners may own only one cat; no dog may be kept in a unit or elsewhere.

Section 4. Unit owners, their families, guests, invitees, or lessees shall in no way deface or mar or damage the common elements or limited common elements, and shall be liable for damages therefor.

Section 5. All garbage or trash shall be placed in the disposal installations designated for such purposes by the Association.

Section 6. 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 7. Unit owners shall keep and maintain any garages, carports, patios, balconies, porches, or sundecks which may be attached to their unit in a clean and sightly manner.

Section 8. The common elements shall be used only for the purposes for which they were intended. No common areas shall be used as storage areas by individual unit owners, unless such areas are specifically designated as storage areas by the Board of Directors.

Section 9. 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.

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The above and foregoing restrictive covenants shall only be amended in the manner as provided for the amendment of this Declaration.

ARTICLE XXII.

Rules

The Board of Directors of the Association shall have the

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Section 10. An additional restrictive covenant prohibiting children under 16 years of age is set forth hereafter in the Article entitled "Adult Complex".

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power to adopt such reasonable rules and regulations governing the condominium and the conduct of unit owners as the Board may in its

discretion deem appropriate, provided all such additional rules and regulations must be uniformly applicable to all unit owners

and must be adopted in good faith. Rules and regulations adopted by the Board may be amended by the Board. However, anything herein to the contrary notwithstanding, no rules or regulations may be adopted or amended by the Board without the written consent of the Developer so long as Developer owns more than ten (10) percent of the units.

In the event a unit owner is in violation of the terms and provisions of this Declaration, including the restrictive covenants set forth in the preceding Article, or in violation of any rules and regulations adopted by the Board pursuant to this Article, and if it becomes necessary for the Directors to bring a legal proceeding for the abatement of such violation, then in such event the unit owner shall pay for the attorney's fees, costs and expenses for such legal proceeding expended by the Association, provided that the Association has been successful in such litigation.

ARTICLE XXIII.

Parking

The parking of boats, trailers, campers, vans, trucks, and any other vehicles other than passenger automobiles shall be allowed only with the consent of the Board of Directors and only, if at all, in spaces assigned by the Directors and pursuant to rules and regulations promulgated by them.

Each unit shall have the exclusive right to use the parking space that is designated on EXHIBIT B with the number of the unit proceeded by the letter "P", and each such parking space shall be deemed a limited common element appurtenant to the unit bearing the same number. Units 226 and 111 do not have a parking space as a limited common element appurtenant thereto. Unit S-S does not have any parking space appurtenant as a limited common element, but the garage (and parking in it) are included with the boundary of the unit and are part of the unit.

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ARTICLE XXIV.

Transfer of Condominium Parcels

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Section 1. SALES. Prior to the sale of a condominium parcel, a unit owner desiring to sell his condominium parcel must first submit the name of the proposed purchaser, and the contract of sale, to the Board of Directors for their approval, or disapproval, together with information reasonably requested by the Board. 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 the county in which the condominium is located.

If neither approved nor disapproved within thirty (30) days after submission of the contract, the sale shall be deemed to have been approved by the Directors.

If the sale is disapproved, the Directors shall have thirty (30) days from date of disapproval within which to provide an alternate contract purchaser to purchase the condominium parcel on the same terms and conditions as contained in the submitted contract, except that such alternate purchaser may have at least sixty (60) additional days in which to close.

If the Directors fail to provide such an alternate contract purchaser within said thirty-day period, then the unit owner shall be free to sell pursuant to the submitted contract.

The above and foregoing provisions shall not be applicable to any transfer made by the Developer or by any party designated in writing by Developer as a "successor developer," nor to any foreclosure sale, nor to a deed in lieu of foreclosure, nor to any sale or transfer made by a mortgagee acquiring title as a result of either foreclosure or a deed in lieu of foreclosure.

Section 2. LEASING. No unit shall be leased or rented by the unit owner for transit or hotel purposes, which are hereby defined as (a) rentals for less than thirty (30) days, or (b) rentals where the occupants of the unit are to be provided services, such as maid service or furnishing of laundry and linens. Other than for the foregoing, the owner or owners of the respective units shall have the right to lease same, provided that all such

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loases are made subject to this Declaration, and the Condominium
Act, and the lessee has been approved for occupancy in writing by
the Directors of the Association. Such approval shall not be
unreasonably withheld.
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ARTICLE XXV.

Developer's Privileges

Anything herein to the contrary notwithstanding, Developer, and any party designated in writing by Developer as a "successor developer," shall have the right to transact on the condominium property any business helpful in selling units, including, but not limited to, the right to maintain models and have signs and promotional material on the common elements, the right to use any portion of the clubhouse or recreation areas or other portions of the common elements for a sales office and for sales activities and promotions, and the right to use any portion of the common elements for purposes of transportation, storage and operation of construction materials and equipment used in connection with the construction of any unit or any portion of the common elements, or in connection with the construction of any other phase of the development even though that phase is not included in this condominium.

Developer shall have the right to exercise the vote appurtenant to units owned by Developer in the same manner as other unit owners. For purposes of voting or approval of matters as provided for herein or in the Articles or By-Laws of the Association, the Developer shall be considered a separate unit owner for each unit owned by it.

Developer may guarantee that the assessments on units owned by other unit owners shall not increase beyond a certain amount until a certain date. If Developer so obligates itself and agrees to pay any amount of common expenses incurred while such guarantee is in effect which are not produced by the assessments, Developer shall be excused from the payment of its share of the common expenses with respect to units owned by it, and such units shall

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be exempt from assessments for so long as the guarantee is in effect.

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So long as Developer owns a majority of the units, Developer intends to ^{annually} elect not to fund the reserves specified in Section 718.112 of the Condominium Act.

Developer shall have the right to elect all directors of the Association so long as Developer is allowed to do so by the Condominium Act.

ARTICLE XXVI.

Taxes

If in the year of the first closings to individual purchasers, real property taxes are assessed against the property as a whole, rather than against individual units, the Board of Directors may elect to assess the taxes in advance as part of the common expenses, in a manner such that when the tax bill is available for payment, sufficient funds will have been collected for its payment. Such assessment for taxes shall be treated as a common expense and shall be secured by the lien against the unit securing other assessments. Developer will not be excused from payment of this assessment for taxes against units owned by Developer even if the guarantee is given as provided in the preceding Article; likewise, the maximum assessment guaranteed by Developer pursuant to the preceding Article shall be exclusive of any such assessment for real property taxes assessed against the condominium property as a whole.

ARTICLE XXVII.

General

The Condominium shall be operated and maintained pursuant to the Condominium Act, 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, except as said operation, maintenance, rights, privileges, and duties, may be altered, changed or limited by this Declaration and the exhibits attached hereto. All matters not specifically covered in this Declaration and exhibits attached hereto, shall be determined in

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all instances by the provisions of the Condominium Act.

Article headings are for convenience only and shall not be construed to limit or affect the meaning of the text.

Use of the singular shall include the plural, and the use of any gender shall include all genders.

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ARTICLE XXVIII.

Adult Complex

Section 1. SALES TO PURCHASERS WITH CHILDREN. No children under the age of sixteen (16) years will be allowed to reside in the condominium. The Association shall be entitled to injunctive relief to prohibit any children under sixteen (16) years of age from residing in a unit. No unit owner may sell, transfer, or lease his unit to a person who has children below sixteen (16) years of age who live with that person.

Section 2. CHILD FEE. In the event a child under sixteen (16) years of age lives in a unit for more than two (2) weeks during any twelve (12) month period, in addition to any other remedy, the Association may collect a monthly "Child Fee" to partially compensate the Association and the other members for the additional maintenance and operational expense occasioned by the presence of children. The Child Fee shall be equal to seventy-five (75%) percent of the regular monthly assessment and may be added by the Board of Directors to the regular monthly assessment as an additional monthly charge against the unit. The Child Fee shall be secured by the assessment lien provided for in the Article of this Declaration entitled "Common Expenses and Assessments" for collection of common expenses. A separate Child Fee may be assessed by the Board of Directors for each child under sixteen (16) years of age residing in the unit and for each month that such a child resides in the unit. Collection of the Child Fee by the Association shall not be deemed approval by the Association of the residence of the child nor a waiver of the above prohibition against children, nor an election of remedies by the Association.

Section 3. APPROVAL OF BOARD OF DIRECTORS. No

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approval by the Board of Directors of a sale or lease pursuant to the Article entitled "Transfer of Condominium Parcels" shall constitute a waiver of this prohibition against children under the age of sixteen (16) years.

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THIS DECLARATION made and entered into, and submitted this 6th day of July, A.D., 1983.

WITNESSES:

EJR DEVELOPMENT CORP.

J. B. Willman
L. C. Curren

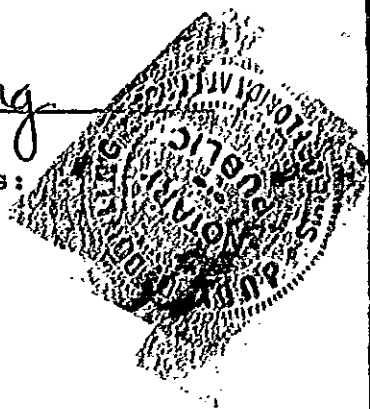
By: EJR

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 6th day of July, 19 83, by EDWARD J. ROBERTS, President of EJ R DEVELOPMENT CORP., a Florida corporation, on behalf of the corporation.

Judy B. Bowling
Notary Public

My Commission Expires:
4-29-86



6/1
1983

THIS IS NOT A

CERTIFIED COPY

OFF. REC. 4154 PG 1109

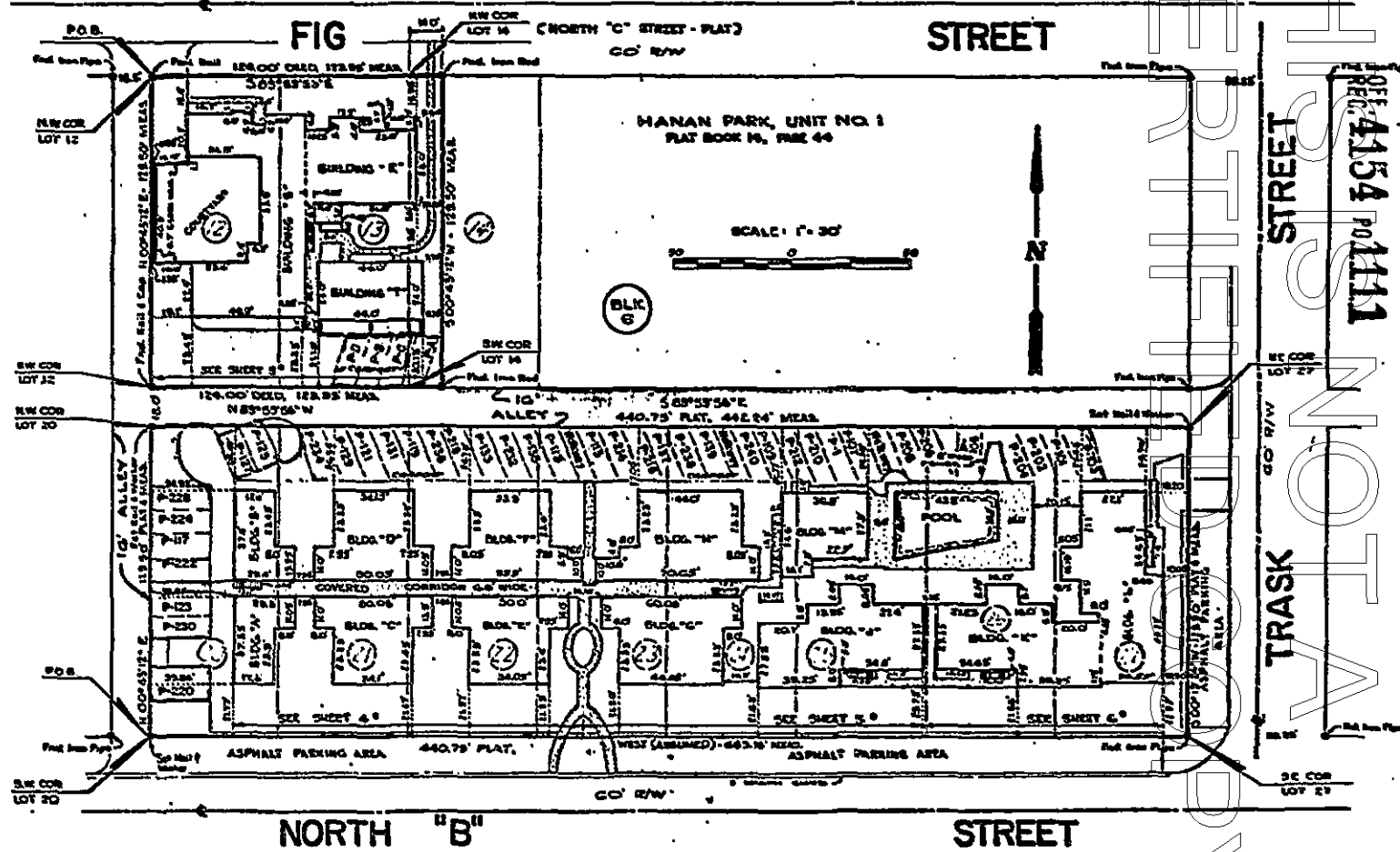
DESCRIPTION: LOTS 12 AND 13, AND THE WEST 14 FEET OF LOT 14, AND LOTS 20 THROUGH 27 INCLUSIVE IN BLOCK 6 OF HANAN PARK REVISED, UNIT NO. 1, AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 14 ON PAGE 44 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

EXHIBIT A

8/7

THE VINEYARD, A CONDOMINIUM

SECTION 29, TOWNSHIP 18 South, RANGE 20 East
CITY of TAMPA, HILLSBOROUGH COUNTY, FLORIDA



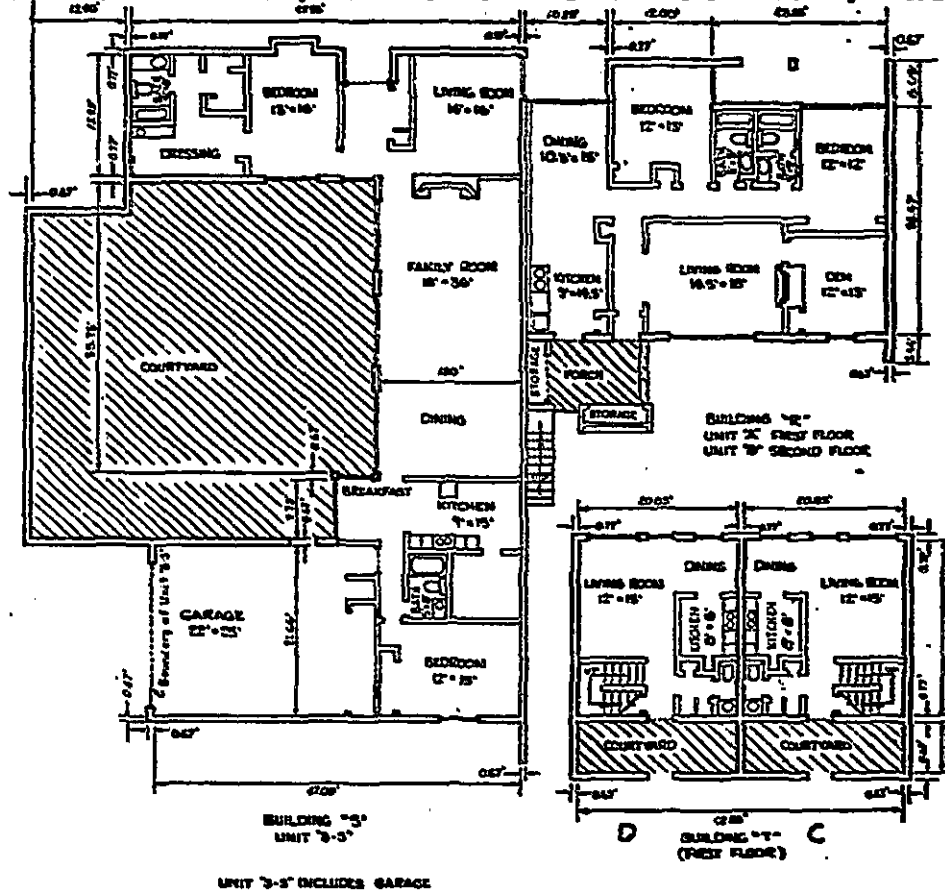
THE VINEYARD
 NOT A
 TRASK STREET
 101-154
 UNIT NO. 1
 PLAT BOOK 16, PAGE 44

SEE FLOOR PLANS

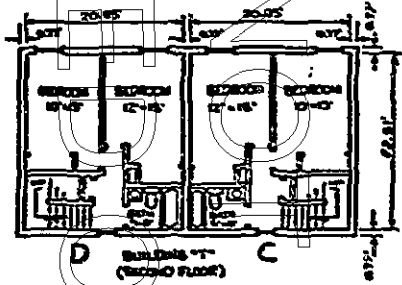
Prepared By
TOMASINO & ASSOC., INC.
 Consulting Engineers
 Temple Terrace, Florida

THE VINEYARD, A CONDOMINIUM

SECTION 29, TOWNSHIP 18 South, RANGE 20 East
CITY of TAMPA, HILLSBOROUGH COUNTY, FLORIDA



- NOTES:**
1. ROOM SIZES SHOWN ARE APPROXIMATE ONLY.
 2. DASH LINE INDICATES UNIT BOUNDARY.
 3. PORCHES AND COVERINGS THAT ARE UNDER ARE LIMITED COMMON ELEMENTS.
 4. STORAGE OR PORCHES ARE INCLUDED IN UNIT.



FLOOR PLANS

THIS IS NOT A CERTIFIED COPY

OFF: 4154 801112

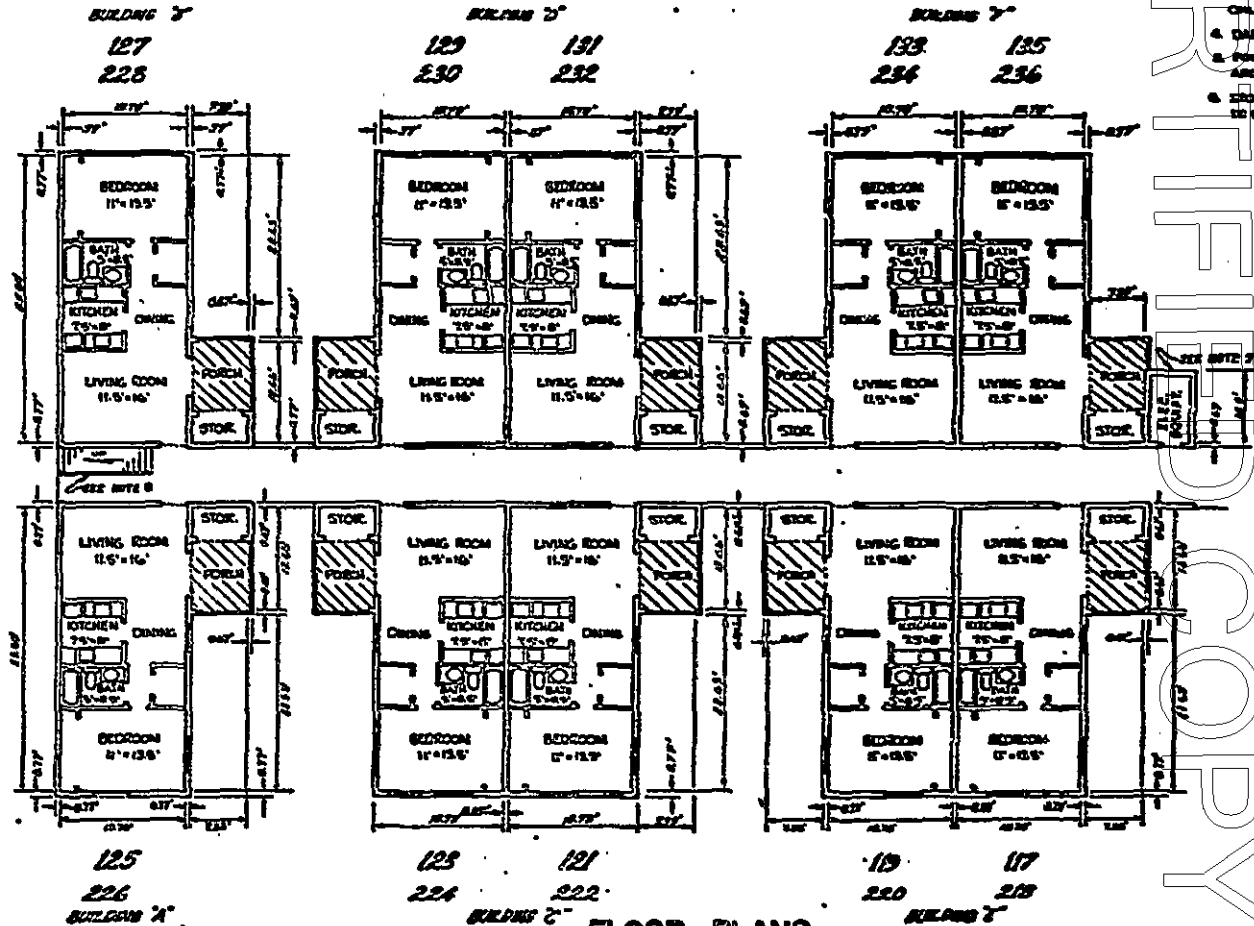
Prepared By
TOMASNO & ASSOC., INC.
Consulting Engineers
Temple Terrace, Florida

THE VINEYARD, A CONDOMINIUM

SECTION 29, TOWNSHIP 18 South, RANGE 20 East
CITY of TAMPA, HILLSBOROUGH COUNTY, FLORIDA

NOTES:

1. ONE HATCHED CORNER UNIT INDICATES REPRESENT FIRST FLOOR UNIT.
2. TWO HATCHED CORNER UNIT INDICATES REPRESENT SECOND FLOOR UNIT.
3. ROOM SIZES SHOWN ARE APPROXIMATE ONLY.
4. DASH LINE INDICATES UNIT BOUNDARY.
5. PORCHES AND COMMON AREAS ARE SHOWN ARE LIMITED COMMON ELEMENTS.
6. STORAGE OR PORCHES ARE INCLUDED IN UNIT.



FLOOR PLANS

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REF: 4154 PG 1113

SCALE: 1/4" = 1'-0"

THE VINEYARD, A CONDOMINIUM

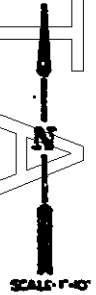
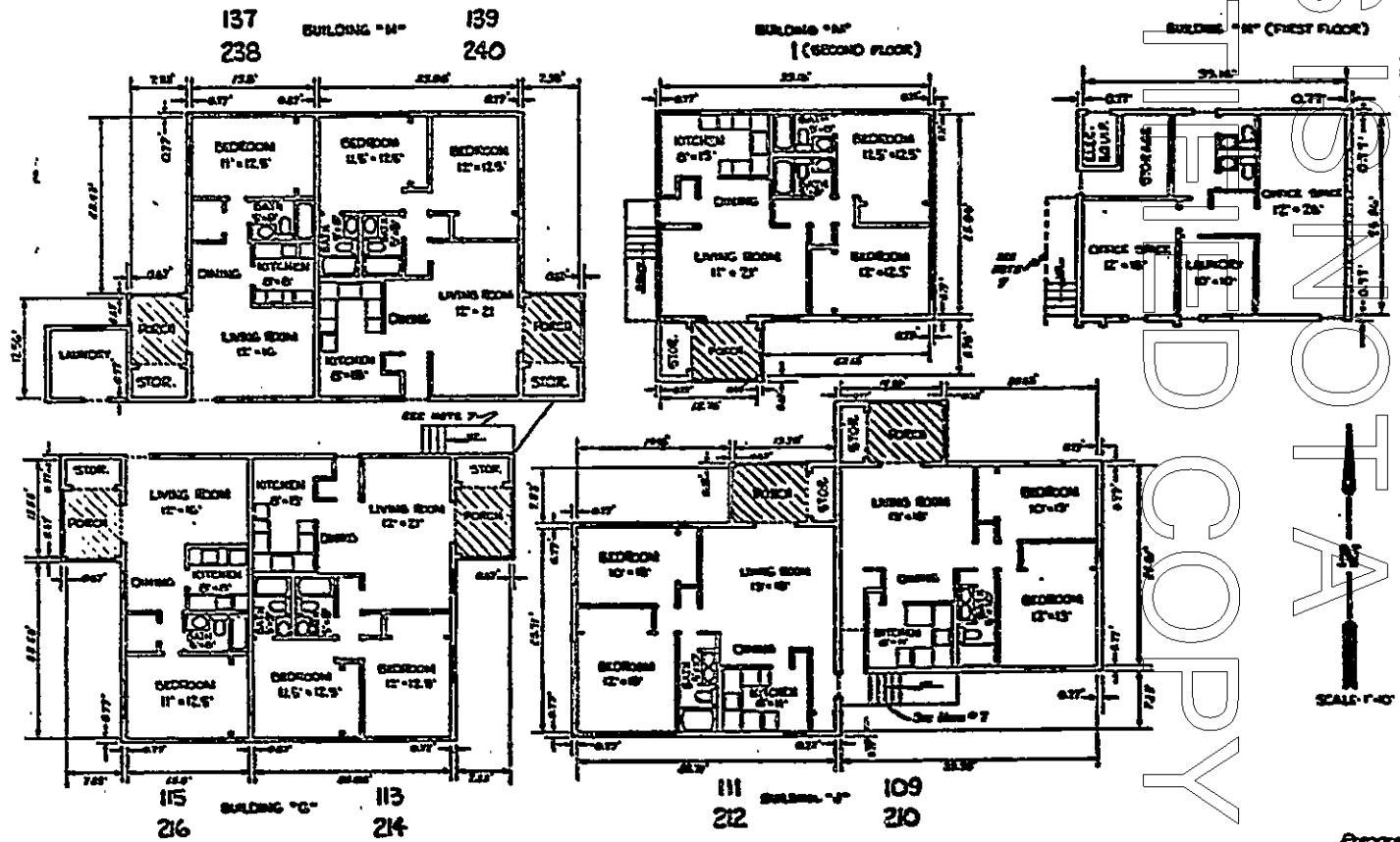
SECTION 29, TOWNSHIP 18 South, RANGE 20 East
CITY of TAMPA, HILLSBOROUGH COUNTY, FLORIDA

NOTES:

1. ONE HUNDRED SEVEN UNIT BUILDING REPLACES FIRST FLOOR UNITS.
2. TWO HUNDRED SEVEN UNIT BUILDING REPLACES SECOND FLOOR UNITS.
3. COMMON AREAS SHOWN ARE APPROPRIATE ONLY.
4. DASH LINE INDICATES UNIT BOUNDARY.

THIS IS NOT A CONTRACT COPY

REF: 4154 P01112



FLOOR PLANS

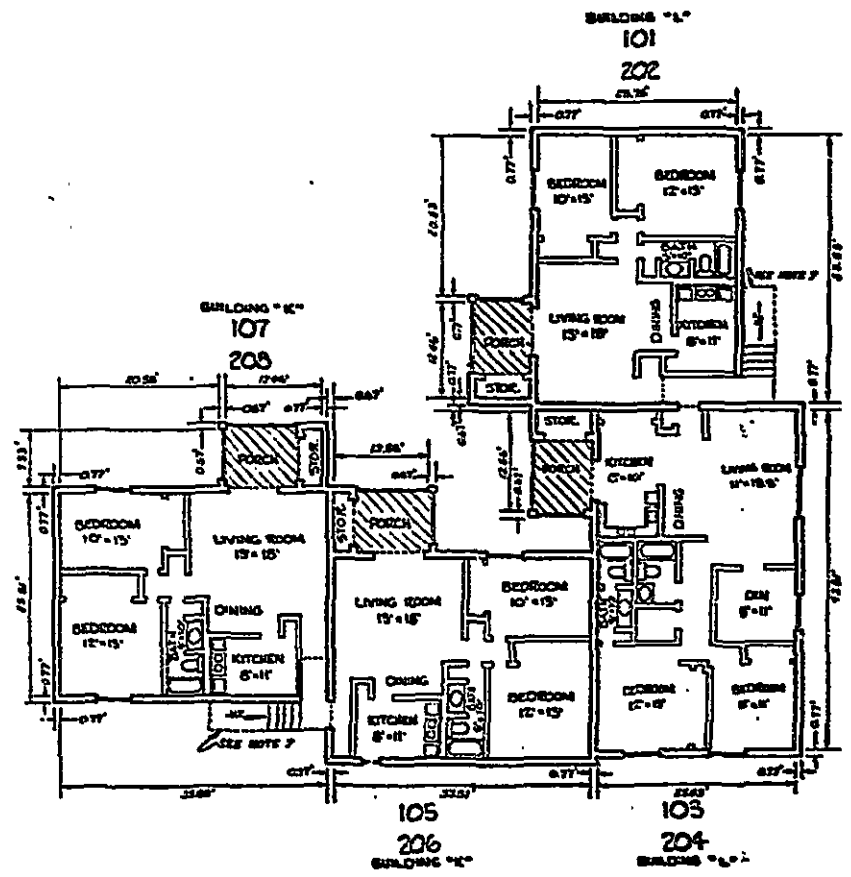
Prepared By
TOMASINO & ASSOC., INC.
Consulting Engineers
Temple Terrace, Florida

THE VINEYARD, A CONDOMINIUM

SECTION 29, TOWNSHIP 18 South, RANGE 20 East
CITY of TAMPA, HILLSBOROUGH COUNTY, FLORIDA

NOT A
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 OF A
 RECORDED
 INSTRUMENT
 IN THE
 PUBLIC
 RECORDS
 OF
 HILLSBOROUGH COUNTY,
 FLORIDA
 REF. 156A
 11/15/20

- NOTES:**
1. ONE HUNDRED SERIES UNIT NUMBERS REPRESENT FIRST FLOOR UNITS.
 2. TWO HUNDRED SERIES UNIT NUMBERS REPRESENT SECOND FLOOR UNITS.
 3. ROOM SIZES SHOWN ARE APPROXIMATE ONLY.
 4. DASH LINE INDICATES UNIT BOUNDARY.
 5. PORCHES AND PATIOS, WHICH ARE SHOWN, ARE LIMITED COMMON ELEMENTS.
 6. STORAGE OR PORCHES ARE INCLUDED IN SMT.



FLOOR PLAN

Prepared By
TOMASINO & ASSOC., INC.
 Consulting Engineers
 11500
 Terrace Terrace, FL 33613
 813-833-8200