

CERTIFICATE AS TO
SECOND AMENDED AND RESTATED
DECLARATION FOR THE CREATION AND ESTABLISHMENT
OF
VILLAGE ON THE GREEN CONDOMINIUM II

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on May 26, 2020, called for the purpose of voting on the proposed Second Amended and Restated Declaration for the Creation and Establishment of Village on the Green Condominium II, the original Declaration for the Creation and Establishment of Village on the Green Condominium II being recorded in O.R. Book 4742, Page 1153 et seq., and amended at O.R. Book 13652, Page 2609 et seq., both of the Public Records of Pinellas County, Florida, was duly adopted by an affirmative vote of at least 66 2/3% of the unit owners present in person or by proxy. The Declaration is amended and restated in its entirety to read as reflected on the attached Second Amended and Restated Declaration for the Creation and Establishment of Village on the Green Condominium II which is incorporated in its entirety herein by this reference. It is noted that the attached Second Amended and Restated Declaration does not show underlining of newly added language or strikethroughs of stricken language; however, the Second Amended and Restated Declaration was presented to the membership for a vote with underlining and strikethroughs to show all proposed changes and is merely being recorded without such underlining and strikethroughs to present a clean and easy to read document.

IN WITNESS WHEREOF, VILLAGE ON THE GREEN CONDOMINIUM II ASSOCIATION, INC. has caused this Certificate to be executed in accordance with the authority hereinabove expressed this 8th day of June, 2020.

VILLAGE ON THE GREEN
CONDOMINIUM II ASSOCIATION, INC.

(Corporate Seal)

ATTEST:

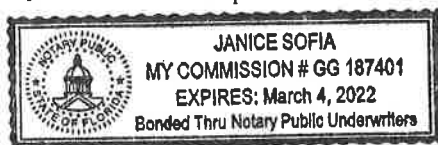
Marcia Charlton
Marcia Charlton, as Secretary

By: Donna Reimer
Donna Reimer, as President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 8th day of June, 2020, by Donna Reimer, as President, and MARCIA CHARLTON, as Secretary of VILLAGE ON THE GREEN CONDOMINIUM II ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They took an oath, and are personally known to me or have produced _____ and _____ as identification to be the President and Secretary of the corporation executing the foregoing instrument, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

My Commission Expires:



Janice Sofia
Notary Public
State of Florida at Large

SECOND AMENDED AND RESTATED
DECLARATION FOR THE CREATION AND ESTABLISHMENT OF
VILLAGE ON THE GREEN CONDOMINIUM II

ARTICLE I

SUBMISSION STATEMENT

U.S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida (herein "Developer") submitted the property, as same is hereinafter described, to condominium ownership in that Declaration of Condominium originally recorded in O.R. Book 4742, Page 1153 and in Plat Book 34, Pages 7-12 in the Official Records of Pinellas County, Florida, and subsequently amended same to include additional property, as further described in Article IV herein.

ARTICLE II

NAME

The name by which this Condominium is to be identified is VILLAGE ON THE GREEN CONDOMINIUM II.

ARTICLE III

LEGAL DESCRIPTION OF LAND
INCLUDED

The legal description of the land included in this Condominium is as set forth on Exhibit "A" attached hereto and made a part hereof.

ARTICLE IV

IDENTIFICATION OF UNITS

The units of this Condominium are identified by number and letter pursuant to and as shown on 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 seven (7) sheets, contains all information, matters and things as is required by Section 718.104(4)(e), Florida Statutes. The condominium plat for this Condominium is recorded in Condominium Book 34 at pages 7 through 12, inclusive, of the Public Records of Pinellas County, Florida.

ARTICLE VI

PHASE CONDOMINIUM

VILLAGE ON THE GREEN CONDOMINIUM II is a phase condominium. All land which has 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 II.

The phases which are submitted to condominium ownership herein are Phases I through IV inclusive. Phase I was submitted to condominium in the original Declaration recorded in O.R. Book 4742, Page 1153, Public Records of Pinellas County, Florida. Each phase was added through the recording of an amendment to the original Declaration. Such amendments are recorded in the Public Records of Pinellas County as follows: Phase II, O.R. Book 4913, pages 303-305; Phase III, O.R. Book 4913, Pages 306-308 and Phase IV, O.R. Book 4912, pages 616-618. Each respective phase is legally described on Exhibit "A" hereof and is as shown on the plot plan and survey of Exhibit "A".

The Condominium consists of eighty-seven (87) units. The size of the units is as shown on Sheet 2 of Exhibit "A".

ARTICLE VII

FRACTION OF UNDIVIDED SHARES IN THE COMMON ELEMENTS APPURTENANT TO EACH UNIT

The undivided shares in the Common Elements appurtenant to each Unit is as follows:

Each Unit's undivided share = 1/87th

ARTICLE VIII

PROPORTIONS AND MANNER OF SHARING COMMON EXPENSES AND OWNING COMMON SURPLUS

Each Unit Owner shall share that fractional portion of the common expenses and own that fractional portion of common surplus defined as the excess of all receipts of the Association, including but not limited to assessments, rents, profits, and revenues on account of the Common Elements over the amount of Common Expenses as is hereby attributed to the respective units, to-wit: Each Unit's undivided share = 1/87th.

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 Bylaws of the Condominium Association and the Condominium Act.

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 Bylaws, by an affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the Unit Owners present in person or by proxy and voting.

This Declaration may also be amended by the joinder and consent of sixty-six and two-thirds percent (66 2/3%) 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 percent (66 2/3%) 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, (2) voting rights, (c) fractions of sharing common expenses and owning common Surplus, or (d) 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. Notwithstanding the foregoing, and the provisions of subparagraph (1) hereof, any amendment of the Declaration, or of the Bylaws 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 in the Public Records of Pinellas County, Florida.

ARTICLE XI

ASSOCIATION

The name of the Association responsible for the operation of this Condominium is VILLAGE ON THE GREEN CONDOMINIUM II ASSOCIATION, INC., a Corporation not for profit under the laws of the State of Florida. A copy of the Amended and Restated 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

BYLAWS

The Amended and Restated Bylaws 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 Bylaws.

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. The Association may levy a Special Assessment for any proper common expense upon the vote of a majority of the Board members. 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 unpaid assessments which may accrue subsequent to filing the lien, administrative late fees, the costs of recording the claim of lien and all court costs, including but not limited to filing and service of process fees and reasonable attorney's fees incurred by the Association incident to the collection of any such assessment or enforcement of such lien. Assessments and installments thereon not paid when due shall accrue interest at a rate not to exceed eighteen percent (18%) per year.

An administrative late fee, in addition to such interest, shall be charged in an amount equal to the greater of \$25.00 or five percent (5%) of each installment of the assessment that is paid more than five (5) days after the due date.

The Association may accelerate installments of assessments due from any Unit, if an installment is unpaid after the due date for any installment. Accelerated assessments shall be due and payable on the date the claim of lien is filed and shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

In connection with the foreclosure of a lien against a Unit Owner, the Association shall be entitled to collect all costs and attorneys' fees expended in prosecuting the foreclosure including same if incurred incident to an appeal. If a Unit Owner remains in possession of a Unit during the pendency of foreclosure suit by the Association, such Unit Owner shall be required to pay a reasonable rental (as determined by the Directors) for the Condominium Unit, and the Association shall be entitled to the appointment of a receiver to collect same.

Where an institutional first mortgagee of a Condominium Unit obtains title to that Condominium Unit as a result of foreclosure of its mortgage, or where an institutional first mortgagee of record accepts a deed in lieu of foreclosure to said Condominium Unit, the institutional first mortgagee, its successors and assigns shall be liable for the lesser of the Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or one percent (1%) of the original mortgage debt. The remainder of the unpaid share of the Common Expenses or assessments shall be deemed to be common expenses collectible from all of the Unit Owners, including such acquirer, its successors and assigns. An institutional first mortgagee acquiring title to a Condominium Unit as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of ownership of such parcel, whether or not said parcel is occupied, be excused from payment of some or all of the common expenses coming due during the period of ownership.

For purposes of this Declaration "institutional first mortgagee" means the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, pension funds authorized to do business in the State of Florida, a bank, an insurance company, or an agency of the United States government or the State of Florida, or the holder of any mortgage insurance insured by any agency of

the United States government such as the Federal Housing Authority or the Veterans Administration, or any other person whether real or corporate substantially in the business of lending money regularly and actively upon the security of mortgages upon real property in the State of Florida which holds the first unsatisfied mortgage recorded in the public records secured by an interest in a Unit.

Any other mortgagee, purchaser, or transferee shall upon acquiring title through foreclosure, acceptance of the deed in lieu of foreclosure, or any other conveyance by the mortgagor, be liable for all unpaid assessments, special assessments or common expenses assessed against the former Unit Owner regardless of whether a lien has been filed by the Association.

Except as set forth above, no Unit Owner may be excused from the payment of his or her proportionate share of the Common Expenses of Condominium unless all Unit Owners are likewise proportionally excused from such payment.

Assessments, including assessments for repair or replacement of Condominium Property or Common Elements due to deficiency of insurance proceeds, or for payment of the unpaid shares of a condominium expense attributable to a Unit for which an institutional first mortgagee has foreclosed, received a deed in lieu of foreclosure or other conveyance from the mortgagor pursuant to this Article shall be collected not less frequently than annually by the Association. Assessments against particular Units for costs of repair or maintenance of the Limited Common Elements appurtenant to that Unit, which is performed by the Association, shall be collected at the time such costs accrue.

ARTICLE XIV

TERMINATION

The Unit Owners may remove the Condominium Property from the provisions of the Condominium Act in the manner provided by the 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 all portions of the Condominium Property located outside the Units, the Condominium Property located inside the Units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the Unit was initially conveyed. Such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined 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 FEMA pursuant to Flood Disaster Protection Act of 1973 As Amended, 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 initially amended, on file with the Building Department of the governmental agency having jurisdiction thereover and if none, then as finally built.

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 percent (50%) of their then value, the Common Elements shall nevertheless be rebuilt as heretofore provided, unless seventy-five percent (75%) of all Unit Owners shall elect within sixty (60) 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. The coverage amounts of such insurance shall be established by the Board of Directors upon the recommendation of coverage amounts by an insurance agent, and if the agent does not make a recommendation, then in the sole discretion of the Board.

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.

The Association shall provide and keep insurance for the protection of its Officers, Directors and committee members, acting on behalf of the Association at the direction of the Board.

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. The Common Elements shall include all other portions of the Condominium other than the Units. Attic space located above each unit is a Limited Common Element.

No material alteration or substantial addition to the Common Elements shall be made, except upon the affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the Unit Owners. No Unit Owner shall make any material alteration, material improvement or material addition or do any structural work within his or her respective Unit unless approval therefore first be given by the Board of Directors, which approval shall not be unreasonably withheld unless the alterations, improvement, addition, or work 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. Except as stated hereinbelow, the

Association shall be responsible for maintenance and repair of the Common Elements. The costs of such maintenance shall be deemed a common expense.

ARTICLE XVII

UNITS

Unit Owners, for purposes of maintenance, shall be deemed to own and shall be responsible for the maintenance, repair and replacement of doors and door frames, windows and window frames, floor coverings and ceilings, together with the walls and partitions contained within the perimeter boundaries of the Owner's respective Units, including plaster and wall board, paint, wallpaper, carpeting, etc., and windows and screens located within the perimeter of the unit, the floor, ceiling and wall surfaces of the enclosed lanais, plumbing fixtures and telephone and cable television lines serving only the Owner's respective Unit whether inside the Unit or not, the sewer line serving Owner's Unit out to the cleanout port, the potable water line to but not including the shutoff valve, electric wiring serving only the Unit within the Unit and to the Unit Owner's breaker box, but except as stated herein, Unit Owner shall not be deemed to own any portion of the items or utilities serving more than one unit or which are defined as Common Elements by the Condominium Act. Notwithstanding the foregoing, the Unit Owner shall be responsible for maintenance, repair or replacement of water and sewer lines serving only the Unit Owner's unit where the maintenance, repair or replacement of the water or sewer line is caused by the intentional or negligent act of the Unit Owner or occupants of the Unit Owner's Unit.

It is the responsibility of contractors to remove all debris from any unit being repaired or renovated, and no such materials may be placed in Association dumpsters. Unit Owners are responsible to contact the City of Clearwater to schedule and/or inform the City of large items to be picked up. The City will provide a specific date and time for pick up. Items must be placed outside and to the side of the dumpster.

Unit Owners shall be responsible for pest control within the Units including, but not limited to, treatment for ants, roaches and fleas. Unit Owners shall be responsible for maintenance, repair and replacement of the ladder providing access from the Unit to the space above the Unit. Notwithstanding anything herein to the contrary, all exterior painting shall be the responsibility of the Association. All structural repairs to any portion of the building outside of the Units shall be the responsibility of the Association, except where the repair is necessitated by negligent or an intentional act, in which case the person whose negligence or intentional act necessitated the repair in whole or in part shall be responsible for the cost of the repair or replacement which shall be performed by the Association.

Notwithstanding anything herein to the contrary, the Association shall be responsible for maintaining electric lines from the breaker box out of the Unit, even when said lines serve only one Unit. The Association shall be responsible for maintenance and repair of the spigot/hose bib located on the outside of the Unit.

ARTICLE XVIII

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 Exhibit "A" are hereby declared Limited Common Elements and are reserved for the use of the Unit Owner in the Unit 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 Owner (his or her guests and invitees) whose respective parking spaces are adjacent to the respective driveways, all as shown on Exhibit "A". Patios and improvements thereto, including but not limited to screened lanais, are Limited Common Elements of Units to which they are appurtenant and shall be maintained and repaired by the owner of the Unit to which they are appurtenant. The Unit Owner shall maintain, repair and replace all screen and enclosed perimeter walls of his Unit within the attached lanai. The foregoing maintenance and repair obligation notwithstanding, the Condominium Association, in the exercise of its discretion, may require established levels of maintenance and upkeep with respect to the lanais and may regulate and control the appearance, decorating and utilization of the lanais. Attic space located above each unit is a Limited Common Element and can be used for storage of personal property so long as no items are stored that would cause an increase to insurance or termination or exclusion of or under the Association's insurance policy. The Board, the Association and any other Unit Owner shall not be considered a bailee of any personal property stored in a storage locker or in the attic space which are Limited Common Elements described herein, and neither the Association, the Board nor any other Unit Owner shall be responsible for the security of such personal property stored in a storage locker or attic space or for any loss or damage thereto whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

The ladder providing access from the Unit to the space above the Unit shall be maintained, repaired and replaced by the Unit Owner.

With the exception of parking spaces, no portion of the Limited Common Elements appurtenant to a Unit may be conveyed except with the entire unit. The Unit Owner is responsible for maintenance of Limited Common Elements appurtenant to his or her unit. However, if the Association performs maintenance repair work on a Limited Common Element on behalf of a Unit Owner, the Association shall assess that Unit Owner for the costs of such maintenance or repair.

The parking spaces shown on Exhibit "A" which are marked "G" are for guest parking and shall be used in accordance with the rules and regulations promulgated by the Association.

ARTICLE XIX

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 Bylaws 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' Units, whether inside or outside Owners' Units, and shall promptly pay for all utilities which are separately metered to the Units.

Section 3. No Unit Owner shall cause any sign of any nature whatsoever to be posted or affixed to any of the Common Elements, Limited Common Elements, or in his or her 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, or except during an "Open House" which may be held up to two (2) consecutive days and only if a sales agent or the Owner is present at all times during the open house. One (1) security sign of reasonable dimensions is permitted to be displayed on the Lot, as well as pest control treatment signs which shall be removed after two (2) consecutive days.

Section 4. A maximum total of one (1) indoor cat shall be permitted in any of the Units, and prior proof that any cat has been spayed or neutered must be provided to the Association, as well as annual proof of vaccinations. Birds, such as canaries or parakeets, and fish, such as goldfish or tropical varieties, may be kept by a Unit Owner in the Owner's respective Unit provided that no such bird and/or fish shall be raised for commercial purposes. Dogs that are pre-approved by the Association as support, emotional or comfort animals shall be permitted to reside in any Unit only if appropriate documentation has been provided prior to occupancy. All necessary documents are posted on the Association's website. No pet shall become a nuisance or an annoyance to any other occupant. One (1) dog may temporarily visit the Condominium for up to twenty-four (24) consecutive hours, and the dog must be leashed at all times when outside of a Unit and any dog waste must be immediately picked up. Prior approval of the Board of Directors is required if any dog will visit the Condominium for more than twenty-four (24) consecutive hours.

Section 5. Unit Owners, their families, guests, invitees or lessees shall be liable to the Association for any increases in the Association's insurance premiums resulting from or caused by their negligence or intentional actions.

Section 6. All common areas shall be kept free for their intended use by the Unit Owner in common and shall in no event be used as storage areas by the individual Unit Owners, either on a temporary or a 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, television, and amplifiers that may tend to disturb other occupants during the hours of 10:00 P.M. to 8:00 A.M.

Section 9. No nuisance shall be allowed upon the property, nor any use or practice that is the source of annoyance to residents, or which interferes with the peaceful enjoyment and proper use of the property by its residents. The existence of any such nuisance or annoyance caused by Unit Owners or other occupants will be determined at the discretion of the Board of Directors. Examples of nuisance behavior include, but are not limited to: creation of excessive noise that affects the peaceful enjoyment of other residents in their Units or on common areas; hostile or confrontational communication with other residents, vendors or Association employees; vulgar or profane language or conduct on the common areas; or any other illegal or indecent conduct that creates a disturbance for other residents.

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) as amended from time to time. Not less than eighty (80%) percent of the occupied units shall have at least one (1) occupant who is of age fifty-five (55) years or older and all occupants other than Visitors must be at least eighteen (18) years of age. The remaining twenty (20%) percent of the occupied units shall be reserved for persons who resided in the unit as of the date of the permanent departure or demise of the qualifying resident who was fifty-five (55) years of age or older. "Visitors" shall be defined as those persons who have a residence elsewhere who reside in the Unit while the Unit Owner or approved tenant is also present for no more than twenty-one (21) days in any six (6) month period or forty-two (42) days in any twelve (12) month period. All other persons who reside in a Unit in the absence of the approved Unit Owner or the approved tenant(s), shall be deemed to be tenants. No Unit shall be occupied or used as a residence except by a Unit Owner, or family residing in the Unit with the Unit Owner or the approved tenant(s).

Section 11. Two-bedroom units shall be permanently occupied in a manner which is in compliance with all local building, zoning and health codes of Pinellas County.

Section 12. Transient occupancy of a Unit is prohibited. The use of a Unit for a rooming house, the renting of individual rooms, and the use of a Unit as a vacation property is prohibited.

Section 13. Commercial vehicles shall not be permitted to be parked or stored at any place on the Common Elements. This prohibition of parking shall not apply to temporary parking of motorcycles, commercial vehicles used for pick-ups, deliveries and/or other commercial services during the period of approved construction. Recreational vehicles, including campers, motor homes, boats, boat trailers, house trailers or other trailers are not permitted with the exception of loading and unloading and shall not to exceed four (4) consecutive hours. For purposes of this section, a "commercial vehicle" is defined as one that has a company logo or slogan affixed to any surface of the vehicle; displays tools or equipment used to provide services of any kind to a company or individual; is used for the delivery or pickup of goods; or is oversized so as to not fit in a parking space or driveway. Owners' trucks are permitted as long as there is no signage visible on the truck and do not to exceed 9 feet in width by 18 feet in length or 7.5 feet in height due to the size of the designated parking spaces. Emergency response vehicles such as police, EMT or other emergency response vehicles are allowed to park on Condominium Property. Vehicles parked in violation of the Section may be towed by the Association at the owner's expense.

Section 14. The Board of Directors shall have the right to make and amend reasonable rules and regulations respecting the use of the property in the Condominium.

In the event a Unit Owner, his or her family, tenant, guest or invitee violates the terms and provisions in any of the regulations or restrictions and after notification by the Board of Directors of such violation again violates such regulations or restrictions, the Directors may bring a legal proceeding for the enforcement of and/or the abatement, as the case may be, of the violation of any provision of the covenants. When such a suit is brought, the Unit Owner shall be held responsible for the conduct of his or her family, tenant, guest or invitee and shall pay for the costs and expenses for such legal proceeding by the Association, including the Association's legal fees, provided that the Association has been successful in such litigation.

ARTICLE XX

TRANSFER OF CONDOMINIUM PARCELS

Section 1. Sales Subject to Approval. Prior to the sale or transfer of a Condominium Parcel, any Unit Owner desiring to sell or transfer his or her Condominium Parcel shall first submit the name of the proposed purchaser and the contract of sale together with a completed application form for approval of the purchase agreement as provided by the Board of Directors, and a fee determined by the Board of Directors up to and not to exceed the maximum allowed by law payable to the Association.

Section 2. Interview. All purchasers and transferees, prior to determination of approval or disapproval, may be required to appear for an interview before the Board of Directors or a Committee designated by the Board for the purpose of conducting interviews. At such interview the Board or the Committee shall advise all applicants for transfer of the contents of the Declaration of Condominium of Village on the Green Condominium II, and all Rules and Regulations respecting the use of the property in the Condominium and Tract B, the Recreation Area. The Board of Directors may require the applicant consent to a FDLE background check as a condition of approval.

Section 3. Approval or Disapproval. After receipt of the completed application, payment of the fee and submission of the prospective purchaser to an interview, the Board of Directors shall have fifteen (15) calendar days from the date of the submission of the contract for sale, application, fee and submission of the prospective purchaser and all intended adult occupants to an interview, to approve or disapprove the proposed sale. The Board of Directors may disapprove a proposed sale, lease or permanent occupancy based upon information from a credit report or based upon considerations for the health, safety, and general welfare of the Community; however, nothing herein shall be construed to create an obligation of the Association to ensure that the Community is free from criminals or individuals that may pose a threat to the health, safety, or general welfare of the residents, and the Association shall not be liable for failure to run background checks or to deny any proposed tenant or occupant based upon the contents of any background report received. Reasons for disapproval include:

- (i) Prior felony conviction(s), including any pleas of no contest, which indicate a potential threat to the health, safety or welfare of the Community;
- (ii) Non-compliance with any specific requirements set forth in the Association's Governing Documents, including any rules and regulations;
- (iii) Providing false or incomplete information in connection with an application; or
- (iv) Status as a registered sex offender or sexual predator.

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 not approved within fifteen (15) calendar days of receipt of the completed application, interview, required documents and application fee, the sale or transfer shall be deemed to have been

disapproved by the Board of Directors. Any attempt to transfer a Unit without the prior written approval of the Board of Directors shall be deemed void unless subsequently approved by the Board of Directors.

Section 4. Ownership of Multiple Units. No sale or transfer may be approved to another Unit Owner, including a sale or transfer to a spouse or child of Owner, which would result in actual or constructive ownership of more than two units by such Owner.

No sale of a Unit may be approved to a corporation, association, or legal partnership, other than to the Association or to a financial corporation which has taken title through foreclosure of its lien or due to a voluntary acceptance of a transfer of title in lieu of such foreclosure.

The above and foregoing provisions shall not be applicable to any transfer or devise by a Unit Owner to any member of his or her immediate family (i.e. spouse, child or parent) or to any transfer or devise by a Unit Owner to a trust for which the Unit Owner, or his or her immediate family are the sole beneficiaries, or 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, or 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 5. Leasing and Lease Renewals Subject to Approval. No Unit may be leased (including any extension or renewal of an approved lease) or occupied by persons other than the Unit Owner, unless and until the Unit Owner does not reside in the Unit for one (1) year from the date of acquisition of title to the Unit by the Unit Owner or the Unit has been owned for two (2) years prior to the date of the start of the lease, with the exception of an inheritance acquisition of a Unit or through transfer for estate planning or asset protection purposes or gift or for hardship as determined in the sole and absolute discretion of the Board of Directors. No Unit shall be leased or a lease renewed for a period of less than and no more than one (1) year. Only one (1) lease and/or lease renewal shall be approved per unit per any twelve (12) month period except in the event of the death of the tenant and then only if the proposed tenancy otherwise complies with this section of the Declaration. Unit Owners shall have the right to lease same, provided that all such leases and lease renewals are made subject to this Declaration and the Condominium Act and must be approved in advance by the Board. A copy of the proposed lease or lease renewal shall be furnished to the Board of Directors of the Association, together with an application fee established by the Board of Directors from time to time not to exceed the maximum allowed by law, a completed application form for approval of the lease or lease renewal as provided by the Board of Directors or a Committee designated by the Board of Directors. All prospective tenants and all intended adult occupants, which shall include family members, relatives or other guests intending to reside in the Unit for more than fourteen (14) days (collectively referred to as "applicants") regardless of whether the Unit Owner is also in residence, prior to determination of approval or disapproval may be required to appear for an interview before the Board of Directors or a Committee designated by the Board of Directors as a condition of approval. The Board of Directors may require the applicant to consent to an FDLE background check as a condition of approval. The cost of the background check shall be paid by the Unit Owner. The Unit Owner and the Board of Directors or a committee designated by the Board shall advise all lessees of the contents of Declaration of Condominium of Village on the Green Condominium II and all Rules and Regulations respecting the use of the property in the Condominium and of Tract B, the Recreation Area.

No tenant shall be allowed to sub-let or assign the lease.

No application fee shall be charged in connection with an extension or renewal of a lease. No more than ten (10) Units within the Condominium may be leased at any time. All Units which are leased as of the date of the recording of this amendment may remain leased to the current tenants for the duration of the current tenancy and any and all renewals or extensions thereof. Upon the termination of the tenancy of the current tenant, the Unit Owner must comply with the then current restrictions and rules governing leasing. No new proposed leases shall be approved until there are less than ten (10) Units which are leased. When there are ten (10) Units leased, the Board of Directors shall maintain a waiting list which shall identify the Unit Owners who shall have a right to lease their unit in compliance with this section in the order in which their applications were received. No Unit Owner shall place their name on the waiting list, if one exists, if his or her unit is currently rented to a tenant. The Board of Directors may, from time to time, promulgate rules and regulations regarding applications, interviews, the waiting list and procedures for the approval of applications to lease a Unit. The leasing restrictions contained herein shall not apply to the Association with respect to foreclosed units, nor shall such units be counted toward the leasing cap.

The Board of Directors shall have fifteen (15) days after receipt of the application, required documents and fee, and the interview of the prospective applicant in which to approve or disapprove of a lease contract or occupancy. If neither approved or disapproved within fifteen (15) days of receipt of the application, required documents and fees, and the interview of the prospective applicant, the proposed lease or occupant shall be deemed to have been approved by the Board of Directors. If disapproved, the Owner shall not lease the Unit to the prospective lessee identified on the application, or cause the prospective adult occupant to occupy the Unit.

In addition to any other remedy, any tenant who materially violates this Declaration or the Rules and Regulations of this Condominium shall be subject to eviction by the Association at the expense of the Unit Owner. The Association shall have the right to evict a tenant or occupant, as an agent for the Owner, for either the tenant's or Owner's failure to comply with the governing documents of the Association, which include this Declaration, the Articles of Incorporation, the By-Laws, and Rules and Regulations of the Association. The Owner shall cooperate fully with the Association in any eviction proceeding. The Association shall not be deemed a landlord for any other purpose other than the right to evict under Chapter 83 of the Florida Statutes. Any attorney fees and costs incurred in pursuing an eviction shall be assessed against the Owner and may be collected in the same manner as an assessment.

Section 6. Others Deemed to be Tenants. Any occupancy by a person other than any person residing with an approved Owner or approved Tenant and who does not have a permanent residence elsewhere shall be deemed to be a Tenant, subject to Section 5 herein. Any occupancy of a Unit by a person other than a person residing with an approved Owner or approved Tenant for which consideration is given to the Owner of the Unit shall be deemed a tenancy subject to Section 5 herein. The only exception to the foregoing would be for family members of the approved Owner or approved Tenant. For purposes herein, a family member is a person related by blood or marriage. Occupancy of this type (i.e. occupancy of the unit in the absence of the record Owner or approved Tenant) is allowed only for a period of up to thirty (30) consecutive days, with prior written notification provided to the Board of Directors and prior written approval granted by the Board of Directors based upon reliable information as may be requested by the Board to establish that the individual is in fact a family member as defined in this section. There is no limitation imposed by this section on the length of stay of an individual who is residing/occupying the unit while the record Owner or approved Tenant is in residence and occupying the unit so long as the occupancy is otherwise in compliance with the other terms and conditions of this Declaration such as maximum occupancy limitations or length of stay for persons under the age of eighteen as set forth in Article XIX, Sections 10 and 11.

ARTICLE XXI

EASEMENTS

Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements save and except those designated as Limited Common Elements, subject to reasonable rules, regulations and restrictions as may be imposed by the Association. Each Condominium Unit is hereby burdened with and subject to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

The Association, its agents and contractors shall have a non-exclusive easement over, across and through the Common Elements, the Limited Common Elements of the Condominium Unit as may be reasonably necessary to complete maintenance and repairs to the Common Elements and the Limited Common Elements to the extent such maintenance and repairs are the responsibility of the Association. Each Unit and portions of the Common Elements shall have an easement for lateral and adjacent support from every other Unit and all portions of the Common Elements.

In the event that any Unit shall encroach upon any of the Common Elements or any other Unit for any reason other than the intentional act of the Unit Owner or in the event that any Common Element shall encroach upon any Unit, then an automatic non-exclusive easement shall exist to the extent of such encroachments so long as the same shall continue.

Each Unit Owner shall have an ingress and egress easement through each other Owner's Unit to repair conduits, pipes, wires or ducts serving his or her Unit.

ARTICLE XXII

MISCELLANEOUS

Section 1. Invalidity. If any provision including but not limited to any section, sentence, clause, phrase or word thereof of this Declaration or of the Bylaws attached hereto is determined by a court to be invalid, the validity of the remainder of this Declaration and the attached Bylaws shall not be affected thereby.

Section 2. Gender. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of the Condominium in accordance with the laws made and provided for the same.

Section 3. Binding. All restrictions, reservations, covenants, conditions, and reasons, contained herein shall constitute covenants running with the land or equitable servitude upon the land, as the case may be, shall be non-exclusive and perpetual unless sooner terminated as provided herein or in the Condominium Act, and shall be binding upon all Unit Owners and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such person, agreed to be bound by the provisions hereof and the Bylaws of the Association. Both the burdens imposed and the benefits granted shall run with each Unit.

Section 4. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium, the Association shall not be liable to

Unit Owners for injury or damage, other than the costs of maintenance and repair, caused by any latent condition of the Condominium Property to be maintained and repaired by the Association, or caused by any force majeure or by other Owners or persons on the Condominium Property.

ARTICLE XXIII

UNIT OWNERS

MEMBERS OF THE RECREATION ASSOCIATION

Village on the Green Condominium II 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 or her 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, Bylaws and Articles of Incorporation of the Village on the Green Recreation Association are available at the office of the Association and are made a part hereof by this reference as though set forth in their entirety herein.

ARTICLE XXIV

GENERAL

VILLAGE ON THE GREEN CONDOMINIUM II shall be operated and maintained pursuant to the Condominium Act of the State of Florida 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 SECOND AMENDED AND RESTATED DECLARATION