

against such Unit under this Declaration or the Bylaws of the Association. The making and collection of Assessments against the Unit Owners for the Common Expenses shall be pursuant to the Condominium Act, the Bylaws of the Association and the provisions hereinafter provided. Pursuant to Florida Statute Section 718.112(2)(f)(2), reserves for the fiscal year when the Association is created, will be, and are hereby, waived by Association action. The Developer, pursuant to Section 718.112(2)(f)(2), Florida Statutes, may cast votes to waive reserves for the first two (2) fiscal years of the operation of the Association.

8.2. Share of Common Expenses. Each Unit shall be liable for its proportionate share of the Common Expenses of the Condominium as set forth in Exhibit "C," attached hereto.

8.3. Annual Budget of Common Expenses. The Annual Budget of Common Expenses for the Association and the Condominium shall be adopted by the Board.

8.4. Right of Association to Collect Interest and Late Charges. The Association shall have the right to collect interest on and late charges on delinquent Assessments. The rate of interest and the amount of the late charges payable shall be uniform, shall not exceed those permitted by law and shall either be set forth in the Bylaws of the Association or, if not, shall be established from time to time by the Board.

8.5. Interest, Late Charges, Application of Payment. Assessments and installments of such Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all such sums not paid on or before ten (10) days after the date when due shall bear interest at the maximum rate of interest allowed by law from the date when due until paid and shall be subject to late charges as determined by the Board from time to time. The late fee shall be in addition to interest and shall be in an amount equal to the greater of \$25.00 or five percent (5%) of each installment of the assessment of each delinquent installment that the payment is late. All payments upon account shall be first applied to interest, if any, and then to any late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. All interest collected shall be credited to the general expense account.

8.6. Right of Association to Accelerate Assessments. In the event a Unit Owner becomes more than thirty (30) days delinquent in the payment of any installment of an Assessment and a Claim of Lien is recorded in the Public Records of Sarasota County, Florida, the Association shall have the option and right, in addition to all other rights and remedies it may have with respect to the delinquent Assessment, of accelerating the obligation of such delinquent Owner to pay (i.e. the due date of) the remaining balance of the Assessments due from the Unit Owner for the current fiscal year of the Association. The entire accelerated Assessment shall be due, at the Association's option, upon its execution and recording of its Claim of Lien in the Public Records of Sarasota County, Florida, and mailing of its Notice of Acceleration to the delinquent Unit Owner. Such delinquent Unit Owner shall also be obligated to promptly pay any and all interim Assessment increases occurring after the acceleration of the unpaid installments (i.e. the balance) of the Assessment by the Association.

8.7. Lien For Assessments. There shall be a lien on each Unit for unpaid Assessments, together with interest as provided by the Condominium Act, which shall also secure the costs, expenses and reasonable attorney's fees incurred by the Association incident to the collection of such Assessments and/or the preparation, enforcement and foreclosure of such lien, whether suit is

filed or not, and, whether such legal fees are for negotiations, trial, appellate or other legal services. The lien is perfected upon recording a Claim of Lien in the Public Records of Sarasota County, Florida, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the Assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid Assessments and charges coming due prior to the entry of a Certificate of Title. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

8.8. Priority of Lien. Except as set forth herein, the lien is effective from and shall relate back to the date of recording of this Declaration of Condominium. However, as to first mortgages of record, the lien is effective from and after recording of the Claim of Lien. No lien shall continue for a longer period than one (1) year after the Claim of Lien has been recorded unless, within that time, an action to enforce the lien is commenced in a court of competent jurisdiction.

8.9. Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid Assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any lien rights. The Association is entitled to recover its reasonable attorney's fees and costs incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

8.10. Rental Pending Foreclosure. In any action involving a foreclosure of a lien for Assessments, the Owner of a Unit subject to the lien may be required by the Court in its discretion, if occupying the Unit during the pendency of the foreclosure, to pay reasonable rental for the Unit during the period of such occupancy and the Association shall be entitled to the appointment of a receiver to collect the same.

8.11. Transfer of Ownership of Foreclosed Unit. If a foreclosure action is brought against the Owner of a Condominium Parcel and the interest of the Owner in the Condominium Parcel is sold, the Owner's membership shall be canceled and membership shall be issued to the purchaser at the foreclosure sale.

8.12. Liability for Assessments Upon Transfer of Unit. A Unit Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The liability of a first mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title is to be determined pursuant to Section 718.116 of the Florida Condominium Act, as amended.

8.13. Certificate As To Assessments. Within fifteen (15) days after request by a Unit Owner, Unit purchaser or mortgagee, the Association shall provide a certificate stating whether all Assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby.

8.14. Schemes or Devices to Avoid Liability for Assessments. The liability of a Unit Owner or Unit Owners for Assessments may not be avoided or abated by the Unit Owner(s) by waiving or abandoning, either voluntarily or involuntarily, the use of the Unit or the Common

Elements or by an interruption in or an interference with the availability of or use of the Unit or Common Elements to the Unit Owner.

8.15 Guarantee. Developer hereby guarantees that the Assessment for Common Expenses of the Condominium for the period beginning upon the date of the first conveyance of a Unit to an Owner other than the Developer and ending December 31st of that same year (the “First Guaranty Period”) will not exceed \$130.00 per each first-floor Unit per month, \$500.00 per each second, third, or fourth-floor Unit per month, and \$1,200.00 per each fifth-floor Unit per month. Developer reserves the right, at its discretion, to provide for an additional guarantee of Common Expenses for an additional one (1) year period (the “Second Guaranty Period”) upon the condition that any Assessment for the subsequent year will not exceed \$225.00 per each first-floor Unit per month, \$700.00 per each second, third, or fourth-floor Unit per month, and \$1,500.00 per each fifth-floor Unit per month for the period beginning January 1<sup>st</sup> of the year following the expiration of the First Guaranty Period and ending December 31<sup>st</sup> of that same year. Each of the foregoing guarantees only apply to that portion of the budget without reserves (i.e., the guarantees do not include a guarantee of reserves). Developer agrees to pay any amount of Common Expenses (excluding reserves) incurred during the guarantee period in excess of the Assessments received from other Unit Owners at the applicable guaranteed level. In consideration for this guarantee, Developer shall be excused from the payment of its share of the Common Expenses with respect to any Units owned by it during the guarantee period, as provided by Section 718.116(9)(a)(1) Florida Statutes. Any Common Expenses incurred during the period of time in which the Developer has guaranteed the level of Assessments resulting from a natural disaster or an act of God occurring during the stated period of time referenced herein, which are not covered by the proceeds from insurance maintained by the Association, may be assessed against all Unit Owners owning Units on the date of such natural disaster or act of God, and their respective successors and assigns, including the Developer with respect to the Units owned by the Developer. In the event of such an Assessment, all Units shall be assessed in accordance with Section 718.115(2), Florida Statutes.

## **ARTICLE IX** **Association**

9.1. Association. The operation of the Condominium shall be by Zahrada 2 Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the provisions herein set forth. Notwithstanding anything hereinafter contained or implied to the contrary, the Association shall fulfill its functions and obligations without discriminating against any Unit Owner or any group of Unit Owners.

9.2. Articles of Incorporation of the Association. A copy of the Articles of Incorporation of the Association is attached to this Declaration as Exhibit “D.”

9.3. Powers. The Association shall have all of the powers and duties reasonably necessary to operate the Condominium Property as set forth in the Condominium Act, this Declaration and the Articles of Incorporation and Bylaws of the Association, and as the same may be amended from time to time. It shall also have the power prior to and subsequent to the recording of this Declaration to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in real and personal property, including, but not limited to country clubs, club houses, and other recreational facilities, whether or not contiguous to the Land of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of Unit Owners and to

declare the expenses of rental, membership fees, operation, replacements and other undertakings in connection therewith to be Common Expenses and may make such covenants and restrictions respecting the use of the facilities not inconsistent with the Condominium Act as may be desired. The Association shall also have the power to contract for the management of the Condominium and to delegate to the manager all of the powers and duties of the Association except such as are specifically required by this Declaration, the Bylaws of the Association or the Condominium Act to have the approval of the Board or the membership of the Association.

9.4. Additional Powers of Association. The Association shall have the irrevocable right of access into any Unit during reasonable hours when necessary to make emergency repairs and to do other work necessary for the proper maintenance, repair or replacement of any Common Elements of the Condominium. The Association shall also have the right and power to grant and relocate easements, licenses and permits over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. The Association shall also have the power to adopt and amend rules and regulations governing the details of the operation and use of the Condominium Property.

9.5. Obligations of the Association. The Association shall have all of the obligations imposed upon it by the Condominium Act. In addition, the Association shall make available to Unit Owners and to all Institutional Lenders holding a mortgage on any Unit in the Condominium and to insurers of any mortgages current copies of the Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association, the Rules and Regulations, or other items within the official records for inspection during normal business hours and copying thereof at the expense of the inspecting party. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the person seeking copies.

The Association shall also make available to prospective purchasers' current copies of the Declaration of Condominium, the Articles of Incorporation of the Association, the Bylaws of the Association, the Rules and Regulations of the Condominium and the most recent annual financial statement of the Association. The Association may charge a reasonable fee for such copies.

If the Federal Housing Administration, Veterans' Administration, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation owns or insures a mortgage on a Unit in the Condominium, the Association shall prepare and furnish to such agency upon request an audited financial statement of the Association for the immediately preceding fiscal year of the Association.

It is the responsibility of the Association to operate and maintain the Surface Water Management System.

9.6. Bylaws. The administration and management of the Association and the operation of the Condominium Property shall be governed by the Bylaws, a copy of which is attached as Exhibit "E" to this Declaration.

9.7. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for the injury or damage, other than the cost of maintenance and repair which

shall be shared equally by all Units, caused by any latent condition of the property to be maintained by the Association, or caused by the elements or other owners or persons.

9.8. Restraint Upon Assignment of Shares and Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, encumbered or transferred in any manner, except as an appurtenance to the Unit.

9.9. Approval or Disapproval of Matters. Whenever a decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner in an Association meeting, unless the joinder of all record Owners is specifically required by this Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association.

9.10. Membership and Voting Interests and Rights. All Unit Owners in the Condominium are and must be members of the Association. The Owner(s) of each Unit shall be entitled to cast one (1) vote for each Unit owned as provided in the Bylaws of the Association.

9.11. Right of Association to Cancel Contracts. To the extent provided for pursuant to Florida Statute 718.302, the Association shall have the right to terminate any contract or lease entered into by the Association prior to the turnover of the control of the Association by the Developer.

9.12. Developer's Right to Control and Manage Association During Development and Sales Period. The Developer has and hereby reserves the right to control the management and operation of the Condominium and the affairs and decisions of the Association and its Board of Administration during the development and sales period of the Condominium by electing initially all and thereafter a majority of the Directors of the Association in accordance with Section 718.301 of the Condominium Act and the Articles of Incorporation of the Association attached as Exhibit "D" hereto.

9.12.1. Pursuant to Florida Statutes Section 718.301(1), if Unit Owners other than the Developer own 15 percent or more of the Units in a condominium that will be operated ultimately by an Association, the Unit Owners other than the Developer are entitled to elect at least one-third of the members of the board of administration of the Association. Unit Owners other than the Developer are entitled to elect at least a majority of the members of the board of administration of an Association, upon the first to occur of any of the following events:

9.12.1.1. Three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

9.12.1.2. Three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

9.12.1.3. When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

9.12.1.4. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

9.12.1.5. When the Developer files a petition seeking protection in bankruptcy;

9.12.1.6. When a receiver for the Developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the Association or its members; or

9.12.1.7. Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to Florida Statute 718.104(4)(e), or the recording of an instrument that transfers title to a Unit in the Condominium which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such Unit, whichever occurs first; or, in the case of an Association that may ultimately operate more than one Condominium, seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to Florida Statute 718.104(4)(e), or the recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such Unit, whichever occurs first, for the first Condominium it operates; or, in the case of an Association operating a phase condominium created pursuant to Florida Statute 718.403, seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to Florida Statute 718.104(4)(e), or the recording of an instrument that transfers title to a Unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such Unit, whichever occurs first.

The Developer is entitled to elect at least one member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the Units. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of requiring control of the Association or selecting the majority members of the Board of Administration.

9.12.2. Notwithstanding the foregoing, the Developer may terminate such right of control at any time by relinquishing and waiving such right in writing and turning over control of the Board of Administration and the Association to the Unit Owners, who shall accept such turnover.

9.12.3. During the period the Developer retains such control, the Developer shall have the right to take all actions, make all decisions, and do all things on behalf of the Association, to the extent permitted in Chapter 718, Florida Statutes, including but not limited to, the right to enter into contracts on behalf of the Association for the purchase of property and for maintenance, operation and management of the Association and the Condominium, the maintenance, repair and replacement of the Condominium and property and facilities serving the Condominium, the determination of budgets and assessments and the levy and collection of Assessments against the Unit Owners and the enactment and enforcement of Uniform Rules and Regulations governing the ownership, occupancy and use of the Units and the Condominium Property.

9.12.4. While exercising such control and management, however, the Developer shall observe the format and formalities of the Association's corporate regime and structure, including maintenance of all required minutes, books and records and the provision of the Condominium Act and any rule promulgated thereunder.

## **ARTICLE X**

### **Insurance, Repair and Rebuilding**

10.1. Insurance. The insurance, other than title insurance, which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the provisions hereinafter set forth.

10.2. Authority to Purchase; Named Insured. The Association shall have the following responsibilities:

10.2.1. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, and the Condominium Property required to be insured by the Association pursuant to the Condominium Act. A copy of each policy of insurance in effect shall be made available for inspection by the Unit Owners at all reasonable times.

10.2.2. All hazard policies issued to protect the Condominium Buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations, or additions comprising that part of the Building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed, or replacements thereof of like or quality, in accordance with the original plans and specifications, or as existed at the time the Unit was initially conveyed if the original plans and specification are not available. However, the word "building" shall not include floor coverings, wall coverings or ceiling coverings. With respect to the coverage provided for by this paragraph, the Unit Owners shall be considered additional insureds under the policy.

10.2.3. All insurance policies upon the Condominium Property shall be purchased by the Association and the named insured shall be the Association, individually, and for the use and benefit of the Unit Owners, naming them and their mortgagees as their interests may appear. Provisions shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgagees of Unit Owners.

10.3. Mortgagee Approval. So long as an Institutional first Mortgagee shall hold a mortgage upon at least a majority of the Units in the Condominium, such mortgagee shall have the right to approve the insurer on all insurance policies covering the Condominium Property, and the Association shall submit to the mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association. If the Association fails to procure any of the requisite insurance coverages hereunder and to pay the premiums therefor, the Institutional Lender will have the right to order and pay for the policies and be subrogated to the assessment and lien rights of the Association with respect to such payment. This subparagraph shall be construed as a covenant for the benefit of, and may be endorsed by, any such Institutional First Mortgagee.

10.4. Casualty. All of the facilities in the Condominium, including all Buildings and improvements and all personal property belonging to the Association or a part of the Common Elements, shall be insured in an amount equal to the full insurable value or 100% of their then current replacement cost excluding land, foundations, excavations and other items that are usually excluded from such insurance coverage, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

10.4.1. Loss or damage by fire, all other hazards normally covered by the standard extended coverage endorsement, including windstorm, and all other perils customarily covered in similar types of projects, including those covered by the standard "all risk" endorsement;

10.4.2. "Master" or "blanket" policy of flood insurance if the Condominium or any portion thereof is located in a special flood hazard area, as defined by the Federal Emergency Management Agency or its successors, in an amount not less than the lesser of (i) the maximum coverage available at subsidized rates under the National Flood Insurance Program for all Buildings and other insurable property within the Condominium located within the special flood hazard area, or, (ii) 100% of current replacement cost thereof, if available.

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

The casualty policy shall contain a waiver of the right of subrogation against Unit Owners individually, a provision that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of the Unit Owners collectively and a provision that the policy is primary in the event the Unit Owner has other insurance covering the same loss.

10.5. Public Liability. A comprehensive general liability insurance policy shall be carried on the Common Elements and all other areas under the supervision of the Association in an amount of at least \$1,000,000 for bodily injury, death and property damage for any single occurrence, with excess coverage of at least \$5,000,000. The liability insurance shall provide coverage for death, bodily injury and property damage that results from the operation, maintenance or use of the Common Elements and any liability related to employment contracts to which the Association is a party. Additional public liability insurance shall be determined by the Board of Administration of the Association, including, but not limited to, hired automobile and non-owned automobile coverages and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

10.6. Workers' Compensation. Workers' Compensation insurance shall be carried to meet the requirements of the law.

10.7. Other Insurance and Special Endorsements. The Association shall carry such other insurance and special endorsements (i) the FHA, VA, FNMA and/or the FHLMC may require as a condition to continued Project approval so long as any such organization holds or insures a mortgage in the Condominium, and (ii) the Board of Administration shall determine from time to time to be desirable.



10.8. Notice of Cancellation or Changes; Premium. All insurance policies purchased by the Association shall require the insurer to give the Association and each holder of a first mortgage on a Unit in the Condominium prior written notice before it cancels or substantially changes the coverage for the Condominium. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

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

10.10. Reconstruction and Repair. If any part of the Condominium Property shall be damaged by casualty, it shall be reconstructed or repaired immediately unless it is determined in the manner elsewhere provided that the Condominium shall be terminated. Notwithstanding anything herein contained or implied to the contrary, if the Condominium or any part thereof is damaged by fire or other casualty, such damage shall be restored and repaired according to the original plans and specifications to the extent possible with the available insurance proceeds.

10.11. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, or if not, then according to plans and specification approved by the Board of Administration of the Association.

10.12. Responsibility. If damage is caused by a Unit Owner for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for all such reconstruction and repair after casualty. Insurance proceeds shall be applied to such reconstruction and repair, except for damage or destruction caused by the intentional or negligent act or omission of a Unit Owner which shall be the responsibility of that Unit Owner to the extent not covered by insurance.

10.13. Estimates of Cost. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.14. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the Association shall pay over sufficient amounts to provide funds to pay the estimated costs, which amount shall be part of the Common Expenses of the Association assessed against Unit owners.

10.15. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the manner required by the Board of Administration of the Association. The first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds, and if there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the Association as Common Surplus.

10.16. Institutional Lender's Right to Advance Premiums. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the Institutional lender holding the greatest dollar volume of Unit mortgages, such Institutional Lender(s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, the mortgagee(s) shall be subrogated to the assessment and lien rights of the Association against the individual Unit Owners for the payment of such item of Common Expense.

10.17. Personal Insurance. Each individual Unit Owner shall be responsible for purchasing, at his, her, or it's own expense, liability insurance to cover accidents occurring within the Unit or on that Unit's Limited Common Elements, insurance coverage for all personal property, and insurance coverage for all policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

10.18. General Requirements. If available, and where applicable, the Association shall endeavor to obtain policies which provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association, their respective servants, agents and guests. Insurance companies authorized to do business in the State of Florida shall be affirmatively presumed to be good and responsible companies and the Board of Administration of the Association shall not be responsible for the quality or financial responsibility of the insurance companies, provided they are licensed to do business in the State of Florida.

10.19. Equitable Relief. Any Unit Owner and any Institutional Lender owning and holding a mortgage encumbering a Unit in this Condominium shall have the right to petition a court having equity jurisdiction in and for equitable relief relating to the provisions, rights and obligations of this Article.

10.20. Damage by Unit Owner. In the event any damage not covered by insurance is caused to any Unit and/or the Common Elements by a Unit Owner or a tenant, occupant, guest, licensee or invitee thereof or any pet of the foregoing, such damage shall be repaired solely at the cost and expense of the Unit Owner.

## **ARTICLE XI**

### **Maintenance of Community Interest**

11.1. Maintenance of Community Interests. In order to maintain a community of congenial and compatible residents who are personally and financially responsible and thus protect the value of the Units, the transfer of Units by any owner other than the Developer or an Institutional lender shall be subject to the following provisions so long as the Condominium exists and the Units in useful condition exists upon the Land, which provisions each Unit Owner covenants to observe.

11.2. Notice to Association. Within thirty (30) days following the sale, transfer or conveyance of a Unit, the Unit Owner making such sale, transfer or conveyance shall notify the Association of same along with the name and address of the person or entity to which the Unit will be sold, transferred or conveyed.

11.3. Time Share Estates. No time share estates will or may be created in Zahrada 2, a Condominium, or any Unit thereof.

**ARTICLE XII**  
**Purchase of Units by Association**

12.1. Purchase of Units by Association. The Association shall have the power to purchase Units in the Condominium and to otherwise acquire and hold, lease, mortgage and convey the same only in accordance with the following provisions:

12.2. Decision. The decision of the Association to purchase a Unit and to acquire, hold, lease, mortgage and convey the same shall be made by its Board of Administration, without approval of its membership.

12.3. Limitation. If at any one time the Association shall be the owner or contract purchaser of two (2) or more Units, it may not purchase any additional Units without the prior written approval of 70% of the Voting Interests of members eligible to vote thereon. A member whose Unit is the subject matter of the proposed purchase shall be eligible to vote thereon, and the Association may vote the votes attributable to the Units it owns. Provided, however, that the foregoing limitation shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

**ARTICLE XIII**  
**Compliance and Default**

13.1. Compliance and Default. Each Unit Owner and occupant of a Unit shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations adopted pursuant thereto and as these documents may be amended from time to time. Failure of a Unit Owner or occupant to comply shall entitle the Association or other Unit Owners to the relief provided for herein, in addition to the remedies provided by the Florida Condominium Act.

13.2. Enforcement. Pursuant to the Florida Condominium Act, the Association shall have the right to access each Unit during reasonable hours, when necessary, for maintenance, repair or replacement of any common elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the common elements to a Unit or Units.

13.3. Fines. The Association may levy reasonable fines against a Unit Owner for failure of the owner of the Unit or its occupant, licensee or invitee to comply with any provisions of the Declaration, the Bylaws, or the Rules and Regulations of the Association. No fine shall become a lien against a Unit. No fine shall exceed the maximum allowed by law, nor shall any fine be levied against any Unit Owner except after the giving of not less than 14 days' prior written notice and opportunity for a hearing to the Unit Owner and, if applicable, its tenants, licensee or invitees. The hearing shall be held before a committee of other Unit Owners. If the committee does not agree with

the proposed fine suggested by the Association, then and in that event, the fine shall not be levied against the Unit Owner. No fine may be levied against an unoccupied Unit.

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

13.5. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms or provisions of the Declaration, the Bylaws or the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, or for a declaratory judgment relating to the rights of the Association or Unit Owners thereunder, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and reasonable attorneys' fees to be awarded by the court, whether for trial, appellate or other legal services.

13.6. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted shall not act as a waiver of any other violations.

#### **ARTICLE XIV** **Amendments**

14.1. Amendments. Except as otherwise specifically provided herein and except as otherwise specifically reserved by or to the Developer herein, this Declaration of Condominium may be amended only in the manner hereinafter set forth.

14.2. Notice. Notice of the subject matter of a proposed Amendment shall be included in the notice of all meetings at which a proposed Amendment shall be included in the notice of all meetings at which a proposed Amendment is to be considered.

14.3. Resolution of Adoption. A resolution adopting a proposed Amendment may be proposed by either the Board of Administration of the Association or by at least thirty percent (30%) of the Voting Interests of the Association. Directors and members not present in person or by proxy at the meetings considering the Amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as otherwise required by the Florida Condominium Act and except as elsewhere provided, such approvals must be by not less than 70% of the Voting Interests of the entire Membership of the Association.

14.4. Limitation on Amendments. No Amendment shall adversely affect the right of the Developer, its heirs, personal representatives, successors, assigns, grantees, designees or nominees to complete the development, construction and sale of this Condominium.

No Amendment that would alter or interfere with the rights of the Developer hereunder or which would increase the Developer's obligations hereunder shall be effective without the prior written consent of the Developer. No Amendment shall delete or modify all or any portion

of this Article 14 without the prior written consent of the Developer, its heirs, personal representatives, successors, assigns, grantees, designees or nominees.

Any Amendment which affects the Surface Water Management System, including the water management portions of the common areas, must have the prior written approval of the Southwest Florida Water Management District.

14.5. Execution and Recording. Except as specifically provided herein, a copy of each such Amendment shall be attached to a certificate by the Association certifying that the Amendment was duly adopted, which certificate shall be executed by the appropriate officers of the Association with all the formalities of a deed. Any such Amendment shall be effective only when such certificate and copy of the Amendment are recorded in the Public Records of Sarasota County, Florida.

14.6. Additional Rights of Developer to Amend Declaration. The Developer reserves the right to amend this Declaration and/or any of the Exhibits hereto, without the joinder or consent of the Association, the Unit Owners, Institutional Mortgagees, or any other person if such Amendment (a) is necessary for the creation of a valid Condominium under the Florida Condominium Act or to correct deficiencies in the Condominium documents by including items required by the Florida Condominium Act; (b) is necessary to correct a scrivener's or preparer's or recording error or omission; or (c) does not materially and adversely affect the property rights of Unit Owners. Any such Amendment need only be signed by the Developer and recorded in the Public Records of Sarasota County, Florida.

14.7. Amendments Affecting Commercial Units. Notwithstanding anything herein to the contrary, no amendment may be adopted to this Declaration, the Articles, the Bylaws, or any rules and regulations governing the Condominium Property (other than an amendment adopted by the Developer alone pursuant to any reserved rights it may have under this or any other documents) which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Owner(s) from time to time of the Commercial Units, without the consent of four fifths (3/4ths) of all voting interests in the Condominium.

## **ARTICLE XV** **Termination**

15.1. Termination. The Condominium may be terminated in the manner provided for in the Florida Condominium Act.

## **ARTICLE XVI** **Institutional Lenders**

16.1. Institutional Lender Consent. Except as otherwise specifically provided for herein, this Declaration may be amended without the consent or joinder of any Institutional Lenders, unless the amendment materially affects the rights or interests of any Institutional Lenders, or as otherwise required by the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation. In the event that any amendment to this Declaration requires the consent or joinder of some or all of the Institutional Lenders, as provided for above, then and in that event, the Institutional Lenders consent or joinder may not be unreasonably withheld.

16.2. Additional Rights of Institutional First Mortgagees. In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, upon written request to the Association to: (1) Examine the Association's books; (2) receive notice of Association meetings and attend such meetings; (3) receive notice of an alleged default by any Unit Owner, for whom such Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to such Unit Owner; and (4) receive notice of any substantial damage or loss to any portion of the Condominium Property.

## **ARTICLE XVII** **Severability**

17.1. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision in this Declaration of Condominium, the Exhibits attached hereto and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

## **ARTICLE XVIII** **Additional Rights of Developer**

18.1. Election, Removal and Replacement of Directors and Officers of Association. Developer hereby reserves unto itself, its successors, designees and assigns during the development and sale period, the exclusive right to elect, to remove and to replace, from time to time, the officers and directors of the Association appointed by the Developer (who need not be Unit Owners), as provided in the Articles of Incorporation of the Association. The Developer may terminate such rights earlier than provided in the Articles of Incorporation by voluntarily relinquishing control of the election of the Board of Administration to the Unit Owners at any time.

18.2. Developer's Right to Delete or Modify. The Developer may delete or modify the provisions of any of these Articles by filing an Amendment hereto without the consent or approval of the Association, Unit Owners, any mortgagee or lienor or any other person if required to do so by the FHA, the VA, the FNMA or the FHLMC as a condition to Project approval or continued Project approval by such agency.

18.3. Miscellaneous. The Developer reserves the right to use the name "Zahrada 2" and all similar names in connection with future developments.

18.4. Developer's Rights Inure to Benefit of Its Designees, Successors and Assigns. All powers, privileges easements, right, reservations, restrictions and limitations herein reserved or otherwise created for the benefit of the Developer shall inure to the benefit of the Developer's designees, successors and assigns, and to such Land or portion thereof owned by it.

## **ARTICLE XIX** **Representation**

19.1 Representation. Developer makes no representations or warranties, either expressly or impliedly, as to any Unit, or as to any other portion of the Condominium, other than those expressly provided for herein, or otherwise required pursuant to Section 718.203, Florida Statutes.

No warranties shall be implied, nor shall any such warranties be relied upon by any Unit Owner, other than the warranties provided by Section 718.203, Florida Statutes. Developer does not guarantee or warrant that any Unit Owner will realize any economic benefit from the purchase of a Unit within this Condominium. As to any implied warranties which cannot be disclaimed, either in whole or in part, incidental and consequential damages are hereby specifically disclaimed, and Developer shall have no responsibility for any incidental or consequential damages, including, but not limited to, any claims for personal injury, property damage, or emotional distress.

## **ARTICLE XX** **Miscellaneous**

20.1. Mold and Mildew Awareness and Preventions. As part of the Association's and the Board's responsibility for maintenance and repair of the Condominium Property as set forth in this Declaration and the Unit Owner's responsibility to maintain his Unit, there are many ways that the Association and the Board and Unit Owners can help to control moisture and mold located on, under, within or adjacent to the Condominium Property, including, but not limited to, the Units, the Common Elements and Limited Common Elements. The following is a list of suggestions, which is not meant to be inclusive:

20.1.1. Owners and other Occupants should keep indoor humidity levels as low as possible by running the air conditioning unit at a comfortable level. Remember, the cooler the air is, the less humidity it will hold, thereby limiting the growth of mold and mildew.

20.1.2. Use of a dehumidifier by Owners and Occupants is a great way to keep the humidity levels lower than normal when needed.

20.1.3. Owners can install a humidistat to existing air conditioning control systems, and this is also an excellent way to keep the humidity levels lower when an indoor space is left unoccupied for extended periods of time.

20.1.4. There are numerous brands of moisture absorbent chemicals available to Owners and Occupants, which can help keep the humidity inside the Unit at a proper level while indoor space is unoccupied for short periods of time.

20.1.5. Owners and other Occupants should not run air conditioners with windows open. The air conditioning system is not designed to keep up with the moisture and heat load this condition will generate. When windows are left open, there is a risk of saturating everything inside the indoor space (walls, furniture, carpeting, etc.) with more moisture than the air conditioning system is designed to remove. Remember, mold needs moisture to survive. The drier the indoor space, the better off the indoor space will be.

20.1.6. Owners, their tenants and other Occupants must fix leaking plumbing and any other source of unwanted water immediately. If the source of the leak is not within the Unit or not the responsibility of the Owner, then the leak must be reported in writing immediately to the Association.

20.1.7. Owners, tenants and other Occupants must maintain proper humidity levels in Units. Equipment that conditions the air, such as air conditioners, dehumidifiers and ventilation systems, should be operated year-round.

20.1.8. Owners must have major appliances and equipment, such as heating, ventilating and air conditioning systems inspected, cleaned and serviced regularly by a qualified professional.

20.1.9. Owners, tenants and other Occupants must clean and dry refrigerator, air conditioner and dehumidifier drip pans and filters regularly.

20.1.10. The Association and/or the Board should respond promptly when they see or have called to their attention signs of moisture or mold in areas for which the Association has responsibility.

20.1.11. Moisture must not be allowed to stand or make contact with carpet, furniture and cellulose-based materials, such as wood, drywall or other non-tile, non-plastic or non-metal materials.

20.1.12. All water damaged areas and items must be immediately dried in order to prevent or minimize mold growth.

20.1.13. If mold develops, the party responsible should clean up the mold by washing off hard surfaces with a commercial strength cleaner and mold/mildew inhibitor (such as "Tile Air II" or "Miltrol" from the Marinize Product Corporation) or equal, making sure to follow directions as specified.

20.1.14. Depending upon the nature and extent of the mold infestation, trained professionals may be needed to assist in the remediation effort.

20.1.15. Whenever Units will be unoccupied for any length of time, Owners must arrange not only for appropriate temperature and humidity settings, but must also arrange for the periodic inspection of their Unit so that it can be inspected and monitored to be sure the equipment maintaining temperature and humidity is working properly, and to observe and promptly report or address, as indicated, any leaks than may contribute to mold and mildew growth, cause other damage, or both.

20.1.16. Mold that is not properly and adequately removed may reappear.

20.1.17. There are no clear, comprehensive standards for the way in which to deal with mold and mildew, nor what are acceptable levels of exposure. Standards and recommendations from governmental agencies and others are likely to change with time. While the foregoing may be consistent with what is known at the time the Declaration is initially recorded, new standards and recommendations may evolve over time. Unit Owners and the Association have a responsibility to monitor those changing standards and recommendation and to act responsibly and prudently within the context of those changing standards and recommendations.



Mold and mildew will be present within the Condominium Property, as mold, mildew and other contaminants have been present in our environment essentially forever. Mold thrives and grows particularly in damp and warm conditions, such as those found in Florida. The foregoing guidelines and suggestions are intended to assist the Association and, in particular, the Unit Owners, in minimizing the growth of mold and mildew, but they in no way will prevent or eliminate the presence of mold, mildew or other contaminants. To the extent that mild or mildew may pose a problem for some individuals, following the foregoing suggestions may be of help, but does not assure that one with a particular sensitivity to mold or other contaminants will be insulated from them.

The Association and each Owner acknowledges and agrees that the Developer shall not be liable to the Association or to any Owner, tenant, or other Occupant, for any special, incidental or consequential damages based on any legal theory whatsoever, including but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of mold, mildew and/or microscopic spores located on, under, within or adjacent to the Condominium Property, including, but not limited to, the Units, Common Elements and Limited Common Elements, unless caused by the sole gross negligence or willful misconduct of the Developer. The Association, on behalf of itself and its Owner members, tenants, invitees, licensees and any other Occupants, hereby releases and agrees to indemnify, defend and hold harmless the Developer and its officers, directors, partners, members, successors and assigns from and against any and all claims, actions, damages, causes of action, liabilities and expenses (including, without limitation, attorneys' fees and costs of enforcing this release and indemnity) for property damage, injury or death resulting from the exposure to microscopic spores, mold and/or mildew and from any loss of resale value due to the presence and/or existence of mold, mildew and/or microscopic spores. Similarly, each Owner, tenant and other Occupant agrees that neither the Association, nor its directors or officers are liable to any Owner, tenant or other Occupant for any special, incidental or consequential damages based on any legal theory whatsoever, including but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of mold, mildew and/or microscopic spores located on, under, within or adjacent to the Condominium Property, including, but not limited to, the Units, Common Elements and Limited Common Elements, unless caused by the sole gross negligence or willful misconduct of the Association or its directors or officers.

20.2. Notices. All notices to the Association required or desired hereunder or under the Bylaws of the Association shall be sent by certified mail (return receipt requested) to the Association c/o its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Condominium Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address, as may be designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

20.3. Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties

unless wholly unreasonable. An opinion of counsel that the interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

20.4. Exhibits. There is hereby incorporated in this Declaration any materials contained in the Exhibits attached hereto which under the Act are required to be part of the Declaration.

20.5. Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

20.6. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits attached hereto or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

20.7. Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

20.8. Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and Bylaws of the Association, and applicable Rules and Regulations, are fair and reasonable in all material respects and are fully enforceable in accordance with their terms.

20.9. Gender: Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

20.10. Captions. The captions herein and in the Exhibits attached hereto are inserted only as a matter of convenience and for ease of reference and in no way defines or limits the scope of the particular documents or any provision thereof.

20.11. Disclosures. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. The foregoing notice is provided in order to comply with state law and is for informational purposes only. The Developer has not in the past nor intends to conduct in the future any radon testing with respect to the Condominium and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon producing conditions in connection with the Condominium.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed, and its corporate seal to be hereunto affixed this 22 day of December, 2021.

Signed, sealed and delivered  
in the presence of

**“DEVELOPER”**

ZAHRADA II, LLC, a Florida limited liability  
company

Print Name: R. Robert Spason

By: [Signature]

Print Name: John M. Dunn

As Its: Manager

Print Name: Holly Pendleton

STATE OF Indiana  
COUNTY OF Vanderburgh

The foregoing instrument was sworn and subscribed before me by means of physical presence, on this 22 day of December, 2021, by John M. Dunn, as the Manager of Zahrada II, LLC, a Florida limited liability company, for and on behalf of said limited liability company, who is/are personally known to me or who has produced Driver's License as identification.

Kelly K Seibert  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[Notary Seal]



KELLY K. SEIBERT  
Resident of Vanderburgh County, IN  
Commission Expires: March 1, 2024  
Commission # 680695

**JOINDER AND CONSENT OF ASSOCIATION**

ZAHRADA 2 CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby joins in and consents to the foregoing Declaration of Condominium, and all Exhibits thereto; agrees to all the terms and conditions thereof; and in its own behalf and in behalf of all present and future Unit Owners in the Condominium accepts all of the provisions therein and assumes all of the obligations, responsibilities, duties and burdens imposed upon it therein.

IN WITNESS WHEREOF, the Association has hereunto set its hand and seal the 22 day of December, 2021.

Signed, sealed and delivered  
in the presence of

**“ASSOCIATION”**

ZAHRADA 2 CONDOMINIUM ASSOCIATION,  
INC., a Florida not for profit corporation

[Signature]  
Print Name: B. GUYARD STEW


By: [Signature]  
Print Name: John M. Dunn  
As Its: President

[Signature]  
Print Name: Billy Pendleton

STATE OF Indiana  
COUNTY OF Vanderburgh

The foregoing instrument was sworn and subscribed before me by means of physical presence, on this 22 day of December, 2021, by John M. Dunn, as the President of Zahrada 2 Condominium Association, Inc., a Florida not for profit corporation, for and on behalf of said corporation, who is/are personally known to me or who has produced Driver's License as identification.

[Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
[Notary Seal]

 KELLY K. SEIBERT  
Resident of Vanderburgh County, IN  
Commission Expires: March 1, 2024  
Commission # 690695

**EXHIBIT "A"**

**Legal Description of the Land**

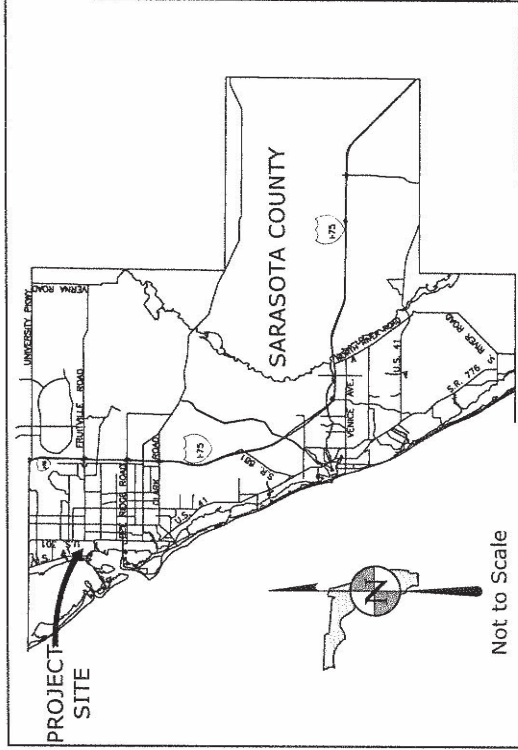
**EXHIBIT "B"**  
**Condominium Plat**

**ZAHRA DA 2**  
**A Condominium**  
 In Section 19, Township 36  
 South, Range 18 East,  
 Sarasota, Florida

DESCRIPTION: (OFFICIAL RECORDS INSTRUMENT #2016078940)

LOTS 17 AND 19, BLOCK 19, PLAT OF THE TOWN OF SARASOTA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 21 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND ALSO RECORDED IN PLAT BOOK A, PAGES 29 AND 30, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

**Location Map**



**Certificate of Surveyor**

I, AARON V. LEVINE, A PROFESSIONAL SURVEYOR AND MAPPER, HEREBY CERTIFY THAT THIS RECORD OF SURVEY MEETS THE STANDARDS AND PRACTICES OF THE PROFESSION AS SET FORTH IN CHAPTER 54-171, FLORIDA ADMINISTRATIVE CODE AND THAT THE CONSTRUCTION OF THE IMPROVEMENTS NOTED IN NOTE 6 ARE SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

**Notes**

1. BEARINGS SHOWN HEREON REFER TO AN ASSUMED MERIDIAN, THE SOUTH RIGHT OF WAY LINE OF 4TH STREET, BEING S 89°53'13" E.
2. ELEVATIONS SHOWN HEREON ARE RELATIVE TO NGVD 1929 AND ARE BASED ON DEPARTMENT OF ENVIRONMENTAL PROTECTION BENCH MARK #700, PUBLISHED ELEVATION IS 3.83' (NAVD 88). CORPSSON CONVERSION ELEVATION IS 4.87' (NGVD 1929).
3. UNIT BOUNDARIES:

A) UPPER BOUNDARIES:

THE HORIZONTAL PLANE(S) OF THE LOWER SURFACE OF THE UNFINISHED CEILING SLAB.

B) LOWER BOUNDARIES:

THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE OF THE UNFINISHED FLOOR SLAB.

C) PERIMETRICAL BOUNDARIES:

a) EXTERIOR BUILDING WALLS; THE INNERMOST UNFINISHED SURFACE OF THE EXTERIOR WALL OF THE BUILDING CONTAINING SUCH UNIT.

b) INTERIOR BUILDING WALLS; THE INNER MOST UNFINISHED SURFACE OF THE INTERIOR WALLS SEPARATING UNITS.

D) FURTHER DEFINED:

THE BOUNDARIES OF THE UNIT SHALL NOT INCLUDE ALL OF THOSE SPACES AND IMPROVEMENTS LYING WITHIN THE UNDECORATED AND/OR UNFINISHED INNER SURFACES OF THE PERIMETRICAL BOUNDARIES OF EACH UNIT, AND THOSE SURFACES BELOW THE UNDECORATED FINISHED FLOOR OF EACH UNIT, AND FURTHER SHALL NOT INCLUDE THOSE SPACES AND IMPROVEMENTS LYING WITHIN THE UNDECORATED AND/OR UNFINISHED INNER SURFACES OF ALL INTERIOR BEARING WALLS AND/OR BEARING PARTITIONS, COLUMNS OR ANY OTHER PORTION OF THE BUILDING WHICH CONTRIBUTES TO ITS SUPPORT.

E) WHEN THERE ARE OPENINGS IN ANY BOUNDARY, INCLUDING, WITHOUT LIMITATION, WINDOWS, DOORS, AND SKYLIGHTS, THE BOUNDARIES OF THE UNIT SHALL EXTEND TO THE INTERIOR UNFINISHED SURFACES OF THE COVERINGS WHICH FORM PARTS OF THE NETWORKS, CASINGS AND HARDWARE ARE EXCLUDED FROM THE UNIT.

F) THE UNIT SHALL NOT BE DEEMED TO OWN AND PIPES, WRING, DUCTS, OR OTHER UTILITY INSTALLATIONS THAT ARE PHYSICALLY WITHIN THE ABOVE-DESCRIBED BOUNDARIES, BUT WHICH SERVE OTHER UNITS OR THE COMMON ELEMENTS. SUCH UTILITY INSTALLATIONS SHALL BE COMMON ELEMENTS.

4. COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.

5. IMPROVEMENTS WITHIN THE COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, WATER METERS, WATER LINES, STORM DRAINS, SEWERS, SIDEWALKS AND TREES HAVE NOT BEEN LOCATED.

6. SUBSTANTIALLY COMPLETED UNITS: NONE



Digitally signed  
by Aaron Levine

Date:  
2022.03.04

16:16:23 -05'00'

DATE: 02 / 17 / 2022

AARON VAUGHN LEVINE  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATION NO. 7011



**CERTIFICATE OF AUTHORIZATION NO. L.B. 7044**  
**31 SARASOTA CENTER BOULEVARD, SUITE C**  
**SARASOTA, FLORIDA 34240**  
**PHONE NO.: (941) 341-9935**

# BOUNDARY SURVEY

CONDOMINIUM BOOK PAGE 2 OF 7

## ZAHARADA 2 A Condominium In Section 19, Township 36 South, Range 18 East, Sarasota, Florida

DESCRIPTION: (Official Records Instrument #2016078940)  
Lots 17 and 19, Block 19, Plot of the TOWN OF SARASOTA, as per plot thereof recorded in Plot Book 1, Page 21 of the Public Records of Manatee County, Florida, and Public Records of Sarasota County, Florida.

Legend  
(F) - Denotes Field Observation  
(P) - Denotes Plat Information  
NVD 29 - Denotes National Geodetic Vertical Datum of 1929  
MAD 88 - Denotes North American Vertical Datum of 1988

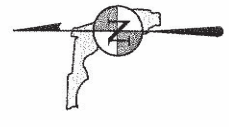
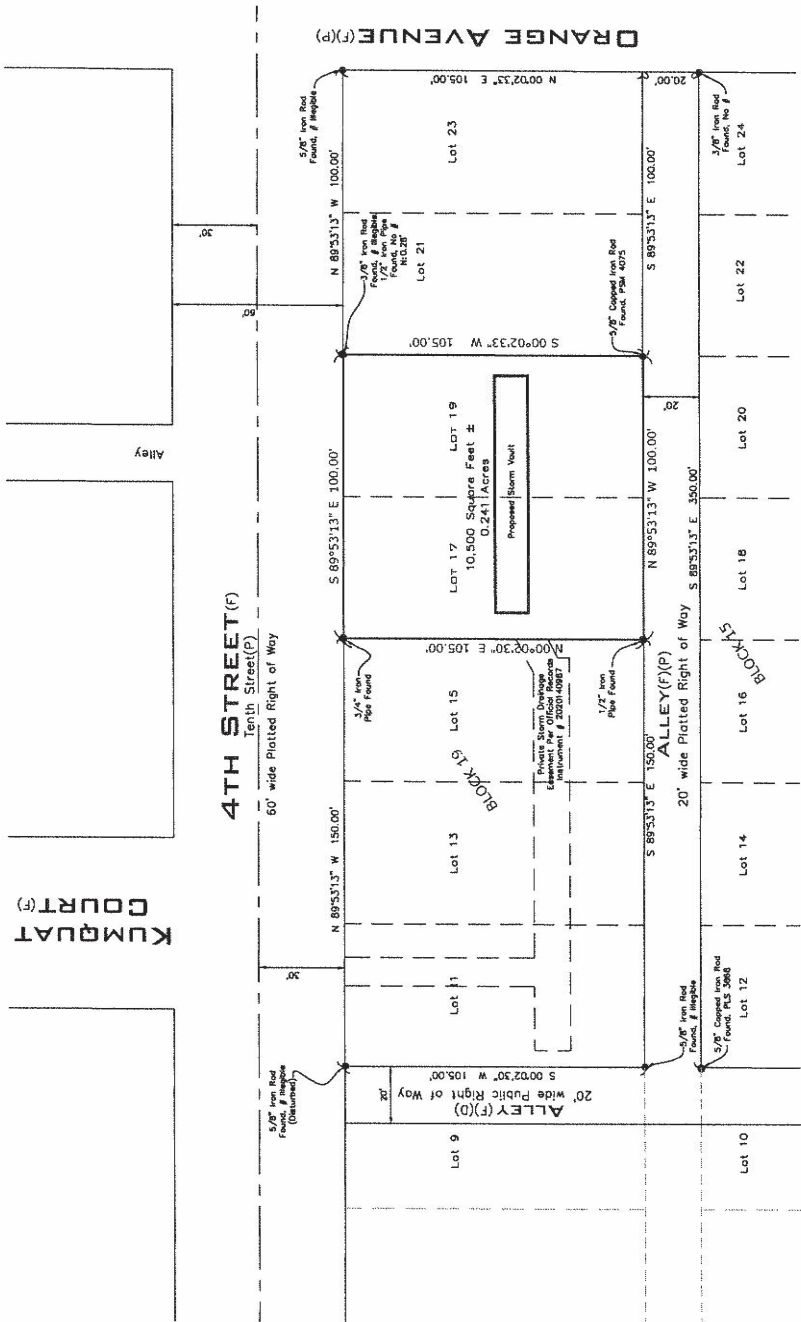
### REPORT OF SURVEY

Accuracy:  
Horizontal: The accuracy obtained by measurement and calculation of a closed geometric figure was found to be 1 foot in 24,855 feet.  
Vertical: Field-measured control for vertical data shown hereon is based on a level loop. Closure in feet exceeds a standard of plus or minus 0.05 times the square root of the distance in miles.

Data Sources:  
1. Plat of the TOWN OF SARASOTA, as per plot thereof recorded in Plot Book 1, Page 21 of the Public Records of Sarasota County, Florida.  
2. A Boundary & Topographic Survey by MSB Surveying, Inc., Job Number 150808, Dated: 12/15/2016.  
3. Special Warranty Deed recorded in Official Records Instrument #201517445, Public Records of Sarasota County, Florida.  
4. Special Warranty Deed recorded in Official Records Instrument #201509083, Public Records of Sarasota County, Florida.  
5. Warranty Deed recorded in Official Records of Sarasota County, Florida, Book 1985, Page 2544, Public Records of Sarasota County, Florida.  
6. Special Rectified Aerial Imagery furnished by Sarasota County.  
7. A Boundary & Topographic Survey Prepared by MSB Surveying Inc. Dated 4/06/2016, Job # 151001.  
8. Warranty Deed recorded in Official Records of Sarasota County, Florida, Book 1985, Page 2544, Public Records of Sarasota County, Florida.  
9. No other information was researched or furnished.

Apparent Physical Use:  
Vacant

Easements:  
1. A Private Storm Drainage Easement Per Official Records Instrument #40957, Public Records of Sarasota County, Florida.  
2. No other easements were researched or furnished.



NOTES:  
 1. This map represents a Boundary Survey.  
 2. Bearings may refer to an assumed meridian. The South Right of Way Line of 4th Street, being S 89°53'13" E.  
 3. There may exist other underground fixed interior improvements that are not visible and are not a part of this survey.  
 4. Description shown hereon was obtained from Official Records Instrument #2016078940, Public Records of Sarasota County, Florida.  
 5. Subject to easements and rights of way of record, if any.  
 6. This map has been prepared in accordance with the Florida Surveying and Mapping Act, Chapter 471, Florida Statutes.  
 7. The Flood Hazard Area is shown in Flood Zone "X" per Flood Insurance Rate Map Number 12115C0133F, Effective Date November 4, 2016. Flood zones are scaled from said map and are subject to interpretation. Parcel also contains area within a Sarasota County Community Flood Hazard Area, the base flood elevation is to be determined by Sarasota County, Planning and Development Services Department.

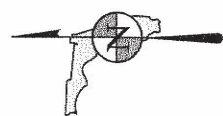
**MSB**  
**SURVEYING, INC.**  
 Surveying & Mapping

CERTIFICATE OF AUTHORIZATION NO. L.B. 7044  
 31 SARASOTA CENTER BOULEVARD, SUITE C  
 SARASOTA, FLORIDA 34240  
 PHONE NO.: (941) 341-8935



SITE PLAN/GROUND FLOOR PERIMETRICAL BOUNDARIES

**ZAHARADA 2**  
**A Condominium**  
In Section 19, Township 36  
South, Range 18 East,  
Sarasota, Florida



SCALE: 1" = 10'  
0 10 20 30

**Notes**

PROPOSED IMPROVEMENTS SHOWN HEREON WERE TAKEN FROM ARCHITECTURAL PLANS AND HAVE NOT BEEN FIELD VERIFIED.  
COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.  
CE = COMMON ELEMENT  
LCE = LIMITED COMMON ELEMENT  
RLCE = RESIDENTIAL LIMITED COMMON ELEMENT  
RCE = RESIDENTIAL COMMON ELEMENT

PREPARED TO INCLUDE CHANGES PER COUNTY COMMENTS ON 2/17/2022



CERTIFICATE OF AUTHORIZATION NO. L.B. 7044  
31 SARASOTA CENTER BOULEVARD, SUITE C  
SARASOTA, FLORIDA 34240  
PHONE NO.: (941) 341-9935

4TH STREET

