

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Ernest W. Sturges, Jr., Esq.
Goldman, Tiseo & Sturges, P.A.
701 JC Center Court, Suite 3
Port Charlotte, Florida 33954



**CERTIFICATE OF REVITALIZED DECLARATION OF RESTRICTIONS
FOR
SUNSHINE VILLAS HOMEOWNERS ASSOCIATION, INC.**

THIS CERTIFICATE is made to reflect and document the recording of the Revitalized Declaration of Restrictions for Sunshine Villas Homeowners Association, Inc.

The undersigned officers of the Board of Directors of Sunshine Villas Homeowners Association, Inc., a Florida not-for-profit corporation, hereby certify as follows:

1. The Revitalized Declaration of Restrictions for Sunshine Villas Homeowners Association, Inc. were approved by the Florida Department of Economic Opportunity on October 7, 2020, a copy of said approval letter is attached hereto as **Exhibit "1"**.

2. The Revitalized Declaration of Restrictions for Sunshine Villas Homeowners Association, Inc. is attached hereto as **Exhibit "2"**.

Executed this 14th day of October, 2020, at Port Charlotte, Florida.

SUNSHINE VILLAS HOMEOWNERS
ASSOCIATION, INC., a Florida not-for-profit
corporation

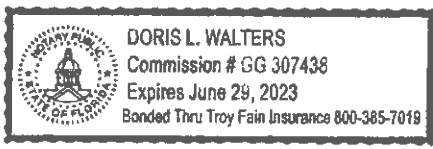
By: George Speidell
Name: GEORGE SPEIDELL
Its: President

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 14 day of October, 2020, by GEORGE SPEIDELL, President of Sunshine Villas Homeowners Association, Inc., who is personally known to me or produced Personally known as identification.

Doris L. Walters
NOTARY PUBLIC

SEAL



Doris L. Walters
Printed name of notary

ATTEST:

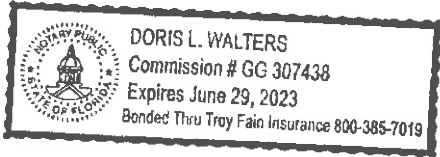
By: Patricia J. Alese
Name: PATRICIA J. ALESE
Its: Secretary

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 14 day of Oct, 2020, by PATRICIA J. ALESE, Secretary of Sunshine Villas Homeowners Association, Inc., who is personally known to me or produced personally known as identification.

Doris L. Walters
NOTARY PUBLIC

SEAL



DORIS L. WALTERS
Printed name of notary

**REVITALIZED
DECLARATION OF RESTRICTIONS
OF
SUNSHINE VILLAS**

KNOW ALL MEN BY THESE PRESENTS that on September 1, 1978 the original Declaration of Restrictions of Sunshine Villas were recorded in Official Record Book 583, at Pages 1198 through and including 1218, of the Public Records of Charlotte County, Florida. That Declaration, as it has previously been amended as set forth in the Amendment recorded in Official Records Book 583 at Pages 1219-1223, Public Records of Charlotte County, Florida, is hereby further amended and is restated in its entirety.

The land subject to this Declaration (hereinafter "Sunshine Villas" or the "Property") is legally described in Exhibits "A" through "E" to the Declaration, as originally recorded in Official Records Book 583, Pages 1198-1218, Public Records of Charlotte County, Florida and includes those additional parcels as set forth in Exhibit A of the Amendment recorded in Official Records Book 583 at Pages 1219-1223, Public Records of Charlotte County, Florida.

The above-described exhibits in the Declaration and the Amendment are incorporated by reference as though attached to this instrument.

No additional land is being added by this instrument and no land is being removed by this instrument. The covenants, conditions and restrictions contained in this Declaration run with the land and are binding upon and inure to the benefit of all present and future owners. The acquisition of title to a Parcel or any other ownership interest in the Property, or the lease, occupancy or use of any portion of a Parcel within the Property constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

ARTICLE I

Definitions

- Section 1. The following words when used in this Declaration or any supplemental Declaration (unless the context shall otherwise require) shall have the following meaning:
- (a) The "Association" shall mean Sunshine Villas homeowners Association, Inc., its successors and assigns.
 - (b) The "Development" shall mean the real property described in Exhibit "A", together with all buildings and improvements thereon.
 - (c) The "Common Areas" shall mean those areas of land owned by the Association and shown in Exhibits "B", "C" and "D". Said areas are

intended to be devoted to the common use and enjoyment of Members of the Association (hereinafter defined), and are not dedicated for use by the general public.

- (d) "Dwelling Unit" or "Unit" shall mean any dwelling unit located in the Development, but shall not include the Common Areas and shall not include the utility building.
- (e) "owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Dwelling Unit, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (f) "Guest" means any person who is not an Owner, Tenant, or a member of any Owner or Tenant's family, who is physically present in, or occupies a Dwelling Unit for less than thirty (30) consecutive days at the invitation of any Owner, Tenant, or other legally permitted occupant, without the payment of consideration.
- (g) "Member" shall mean and refer to all those persons who are members of the Association as provided in Article III, Section 1 hereof.
- (h) "Lease" means the grant by an Owner of a temporary right of use of the Owner's Unit for valuable consideration.
- (i) "Tenant" means any person that leases a Unit from an Owner or another Tenant. The term "Tenant" includes all lessees, sublessees, holdovers, and other persons or entities physically present in, or occupying a Dwelling Unit, but does not include "Guests" or "Owners".

ARTICLE II

Additions to Property Subject to this Declaration

Section 1. Additions to the Development by the Association. Annexation of additional property shall require the consent of two-thirds of the Members at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten days nor more than fifty days in advance of the meeting setting forth the purpose of the meeting. The presence of Members or proxies entitled to cast a majority of the votes of each class of membership shall constitute a quorum.

Section 2. Mergers. Upon a merger or consolidation of the Association with another association, the properties, rights and obligations of the Association may, by operation of law, be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of the Association as a surviving

corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Development, together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Development, except as hereinafter provided.

ARTICLE III

Membership and Voting Rights in the Association

- Section 1. Membership. Every person who has an interest in any Dwelling Unit which is subjected by this Declaration to assessment by the Association shall be a Member.
- Section 2. Voting Rights. The Association shall have one class of voting membership. Members shall all be Owners. Each Member shall be entitled to one vote for each Dwelling Unit in which he holds the interest required for membership by Section 1 of this Article III. When more than one person holds such interest or interests in any Dwelling Unit, all such persons shall be members and the vote for such Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Dwelling Unit.

ARTICLE IV

Property Rights in the Common Areas

- Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Member and every Owner of an interest in the Development shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Dwelling Unit.
- Section 2. Extent of Members' Easements. The rights and easements granted Members and persons owning an interest in the Development hereby shall be subject to the following:
- (a) the rights of the Association, in accordance with its Certificate of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage said Common Areas, and the right of any mortgagee of said properties shall be superior to the rights of the Owners hereunder.
 - (b) the right of Association to take such steps as are reasonably necessary or desirable to protect the Common Areas against foreclosure.

- (c) the right of the Association to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid or for any infraction of any published rules or regulations.
- (d) the right of the Association to dedicate all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication, transfer or determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast two-thirds of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the action is sent to every Member not less than ten nor more than fifty days in advance of any action taken; and
- (e) the right of the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil and other utilities, and the right to grant and reserve easements and rights-of-way through, over, upon and across the Common Areas for the operation and maintenance of the Common Areas under Section 1 of Article V.

ARTICLE V

Completion, Maintenance and Operation of Common Areas and Covenant for Assessments Therefor

Section 1. Operation and Maintenance of Common Areas. The Association shall operate and maintain the Common Areas at its sole expense, and shall provide the requisite services contemplated by this Article V.

Section 2. Assessments.

- (a) Commencing on the date of occupancy of the first Dwelling Unit, and each calendar year thereafter, each Owner hereby covenants, and each subsequent Owner of any such Dwelling Unit by acceptance of a deed or other instrument creating an interest in a Unit therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments (maintenance charges), including all interest, late fees, and attorney's fees and costs accruing or incurred in connection with the collection of such assessments, the enforcement of this Declaration, or any other charges properly assessed against a Unit; and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

- (b) The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Development in connection with their use and enjoyment of the Common Areas, including but not limited to, the payment of taxes, insurance premiums and debt service on mortgages, if any, any repair, replacement and additions to the Common Areas, the cost of labor, equipment, materials, management and supervision of the Common Areas, or for creating reserves for such purposes, all of which obligations the Association hereby assumes as of the date of conveyance of title of the Common Areas.

Section 3. Amount and Payment of Annual Assessment. The Association shall from time to time fix the amount of the annual assessment at a sum sufficient to pay its anticipated costs of maintaining and operating the Common Areas as contemplated by Section 2(b) of this Article V and any operating deficits previously sustained. The proportionate share of the Association's aggregate assessment chargeable to each Dwelling Unit shall be that proportion that of one unit has to the total number of Dwelling Units in the Development project to the aggregate annual assessment. An Owner's annual obligation shall be payable in equal monthly installments, in advance, on the first day of each calendar month commencing on the first day of the month after the Owner takes title to his Dwelling Unit.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 of this Article V, the Association may levy, in any assessment year, special assessments (which shall be fixed in accordance with the proportion set forth in Section 3 of this Article V) for all Dwelling Units applicable to that year only for the purposes of defraying, in whole or in part, the cost of any construction or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten days nor more than fifty days in advance of the meeting, setting forth the purpose of the meeting. The due date of any specified assessment shall be fixed in the resolution authorizing such assessment.

Section 5. Duties of the Board of Directors. In the event of any change in the annual assessments set forth above, the Board of Directors shall fix the date of commencement and the amount of the assessment against each Dwelling Unit for each assessment period at least thirty days in advance of such date or period and shall, at the time, prepare a roster of the Dwelling Units and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Section 6. Non-Payment of Assessment. The Personal Obligation of the Owner. The Lien and Remedies of Association.

- (a) An Owner, regardless of how his, her, or its title to a parcel has been acquired, including without limitation by purchase at a foreclosure sale, by deed in lieu of foreclosure, or by any conveyance by, through, or under a mortgagee acquiring title at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all assessments coming due while the owner of the Unit.
- (b) An Owner, regardless of how his, her, or its title to a parcel has been acquired, including without limitation by purchase at a foreclosure sale, by deed in lieu of foreclosure, or by any conveyance by, through, or under a mortgagee acquiring title at a foreclosure sale or by deed in lieu of foreclosure, is jointly and severally liable with all previous owners for all unpaid assessments that came due from the beginning of time and up to the time of transfer of title, regardless of whether any of the previous owners' liability is or was limited or capped by operation of law or otherwise. This liability is without prejudice to any right the present parcel owner may have to recover from any previous owner any amounts paid by the present owner. This liability may not be avoided by waiver of the use or enjoyment of any common facilities or by abandonment of the parcel for which the assessments are made.
- (c) Notwithstanding anything to the contrary contained in this Article V, Section 6, the liability of a first mortgagee whose interest arises from a first mortgage, or any successor assignee of the first mortgagee who actually holds the note and mortgage, who acquires title to a Dwelling Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the acquisition of title by such first mortgagee, or any successor or assignee of the first mortgagee who actually holds the note and mortgage, shall be the lesser of:
 - i. The Dwelling Unit's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
 - ii. One percent of the original first mortgage debt.
 - iii. The limitations provided by this Article V, Section 6© shall apply only if the first mortgagee filed suit against the Owner to foreclose its mortgage and initially joined the Association as a defendant in the mortgagee foreclosure action.

- (d) Every assessment, together with such interest and late fees thereon and cost of collection thereof as are hereinafter provided, from the time made and until it is paid, shall constitute and continue as a lien on each Dwelling Unit, and also shall be a personal obligation of the Owner of the dwelling Unit on the date when such assessment is due and payable. If any such assessment is not paid within thirty days after the date upon which it is due and payable, such assessment shall bear interest from the date on which it was due and payable at the highest rate of interest allowed by law (currently eighteen percent (18%) per annum) from the date due until paid.
- (e) The unpaid portion of an assessment which is due, together with interest and late fees accruing upon an unpaid assessment along with the cost of collection and reasonable attorney's fees for collection including any appeals, shall be secured by a lien upon: (i) the Dwelling Unit and all improvements and (ii) all tangible personal property located on the parcel except that such lien shall be subordinate to prior liens and security interests of record, when a notice claiming the lien has been recorded by the Association. The procedure shall be that set forth in Section 720.3085, Florida Statutes.
- (f) The Association may bring a legal action against any Owner personally obligated to pay any assessment and/or may enforce or foreclose the Association's lien against the Dwelling Unit in respect of which any assessment, or interest thereon, has not been paid. In the event a judgment is obtained by the Association, such judgment shall include interest on the assessment as above provided and a sum, to be fixed by the court, to reimburse the Association for all costs, disbursements and expenses (including, without limitation, reasonable attorneys' fees, including appellate attorneys' fees and costs) incurred by the Association in connection with said action.
- (g) The Association's lien is effective from and relates back to the date on which the original declaration of the community was recorded, except as to any first mortgage of record and as to any mortgage of record which was first recorded before the record date of this Amended and Restated Declaration and only to the extent of any previously existing exception provided for in Sections 8 and 9 of Article V in the Declaration as originally recorded on September 1, 1978. As to first mortgages record, the Association's lien is effective from and after recording of a claim of lien in the public records of Charlotte County, Florida.

Section 7. Subordination of the Lien to Mortgages. Except as to any mortgage of record which was first recorded after the record date of this Amended and Restated Declaration, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon any Dwelling Unit. Any and all assessments which become due and payable after the sale or transfer of

the Dwelling Unit pursuant to a decree of foreclosure, shall be paid by the purchaser.

Section 8. Subordination of the Lien to Association Liens. Except as to any mortgage of record which was first recorded after the record date of this Amended and Restated Declaration, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages now upon any dwelling Unit which is subject to the Declaration of such Association.

Section 9. Conveyances to Subsequent Grantees. Any deed or other instrument conveying title or any interest therein to any Dwelling Unit shall contain the following covenant:

"Grantee covenants that as long as grantee owns the premises or has an interest in the premises herein Grantee will perform each and every obligation required to be performed by Grantee under the Declaration of Covenants and Restrictions made by Duane DePlonty, and recorded in the Charlotte County Clerk's O.R. Book _____, Page _____; as it may be amended from time to time, and as a member of the Sunshine Villas Homeowner's Association, Inc., and Grantee covenants and agrees to include this covenant in any deed conveying title to the premises described herein to any subsequent Grantee."

ARTICLE VI

Party Walls

Section 1. General Rules of Law to Apply. The term "party wall", as used herein, shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support of the wall projections between each adjoining Dwelling Unit situated, or intended to be situated in the boundary line between adjoining Dwelling Units.

To the extent not inconsistent with the provisions of this Article VI, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions, shall apply to each party wall which is built as part of the original construction of the Dwelling Units located in the Development and any replacement thereof.

In the event that any portion of any structure, originally constructed, including any party wall, shall protrude over an adjoining lot or Dwelling Unit, such structure or party wall shall not be deemed to be an encroachment upon the adjoining lot or Dwelling Unit. Owners shall neither maintain any action for the removal of a party wall or projection nor any action for damages.

In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the

projection or party wall. The foregoing shall also apply to any replacements of any structures or party walls, if same are constructed in conformance with the structure as originally constructed.

- Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.
- Section 3. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- Section 4. Damage and Repair. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be damaged, shall bear the whole cost of repairing such damage.
- Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.
- Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all of the arbitrators and be binding upon the parties.

ARTICLE VII

Use of Property

- Section 1. Fence. No fence shall be erected without the consent of the Board of Directors of the Association.
- Section 2. Obstructions. With the exception of the air conditioning units and electric meter, electric service, water meter and water service, and an eave protrusion of approximately three (3) feet and a one (1) inch allowance for stucco protrusions or minor wall variation, there shall be no obstruction of the Common Area nor shall anything be stored in the Common Areas without the prior consent of the Board of Directors.
- Section 3. Plantings. No Owner shall plant or install any trees, bushes, shrubs or other plantings, or authorize the same to be done, in any Common Area, without written approval of the Board of Directors.
- Section 4.

- (a) Perpetual easements for eave protrusions of approximately three (3) feet and a one (1) inch allowance for stucco protrusions or minor wall variations and air conditioning units and for the installation and maintenance of sewer, water, gas and drainage facilities, for the benefit of the adjoining loan owners and of the municipality and/or municipal or private utility company ultimately operating such facilities as shown on the Plan set forth herein or recorded at a later date, are reserved to the Association for the purpose of dedication to a private utility company or municipality when deemed appropriate by the Association.
- (b) Easements in general in and over each Dwelling Unit for the installation of air conditioning, electric, gas, water and telephone facilities are reserved to the Association. No building or structure shall be erected within the easement areas occupied by such facilities.
- (c) The Association is hereby granted access easements over all sidewalks and parking areas in the Development.
- (d) All access easements shown on the Plan or set forth herein are hereby granted to the Association for the use and enjoyment of its Members and shall be maintained by the Association.

ARTICLE VIII

General Provisions

Section 1. Dedication and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or any owner, their respective heirs, successors and assigns, until May 1, 2024, unless otherwise expressly limited herein, after which time the said covenants and restrictions shall be automatically extended for successive period of ten years each unless an instrument signed by the then Owners of seventy-five percent of the Dwelling Units has been recorded, agreeing to change said covenants and restrictions. Provided, however, that no such agreement to change shall be effective unless made and recorded two years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken. This Declaration may be amended by an instrument signed by Members holding not less than two-thirds of the votes of the membership. Any amendment must be duly recorded to be effective.

Section 2. Notices. Any notice required or permitted to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

- Section 3. Enforcement. The Association, any Member or any Owner shall have the right to enforce these covenants and restrictions by any proceeding, at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages, and against the land to enforce any lien created by these covenants, and failure by the Association or Member or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement shall be chargeable to the Owner violating these covenants and restrictions and the expense so incurred by the Association shall constitute a lien on such Owner's Dwelling Unit, collectible in the same manner as assessments hereunder.
- Section 4. The Unit Owners shall have the right to lease, sublease and rent their individual units without the approval of the Association. The Association shall not have the right to require consent to a Unit Owner's leasing, subleasing or renting his Dwelling Unit.
- Section 5. Dissolution of the Association. In the event the Association is dissolved in accordance with the provisions of the Association's Certificate of Incorporation, the assets, both real and personal, of the Association shall be distributed equally among the Members, one equal share per Dwelling Unit. When more than one person holds an interest in the Dwelling Unit, these persons shall determine among themselves how their one share interested shall be distributed.

ARTICLE IX

Nuisance

- Section 1. No trailer, boat trailer, camper trucks or commercial vehicles shall be placed on the common property or parking lot.
- Section 2. No noxious or offensive trade or activity shall be carried on or upon any lot nor shall anything be done thereon which may be or may become a nuisance to the neighborhood. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature.
- Section 3. The Board of Directors of the Association shall have the authority to propose, pass, and enforce rules and regulations governing the conduct of Owners, Tenants, Guests, and any invitee entering the Development for the purpose of promoting the recreation, health, safety and welfare of the residents in the Development in connection with their use and enjoyment of the Common Areas and their Dwelling Units and all rules or regulations necessary and proper for enforcement of the terms and provisions of this Declaration. All such rules and regulations shall be enacted by the affirmative votes of a majority of the Directors present at a duly called

meeting of the Board of Directors and shall become effective immediately upon notice to all Unit Owners. The Association authorized to enforce such rules and regulations to the fullest extent available by law and may recover prevailing party attorneys' fees in accordance with Article XIII, Section 2.

ARTICLE X

Covenant Against Partition

In order to preserve the plan of development, the Common Area shall remain undivided and no one shall bring any action for partition or division of the whole or any part thereof.

ARTICLE XI

In the event governmental laws or regulations prohibit the development, Unit Owners agree to execute any instruments necessary to fulfill the concept as proposed by the Developer. Each Unit Owner shall upon request by the Developer, execute any and all documents to create a development concept as closely analogous to Developer's original concept as possible, i.e., condominium, townhouse or P.U.D.

ARTICLE XII

Maintenance and Repair

Section 1. The Owner of each Dwelling Unit at his own expense shall see to, maintain, and be responsible for the maintenance of his Unit, all equipment and fixtures therein, including but not limited to, all air conditioning equipment used in or appurtenant to that Unit, and must promptly correct any condition which would, if left uncorrected, cause any damage to another Unit, and shall be responsible for any damages caused by his non-action. Furthermore, the Owner of each Unit shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the Unit and such Owner shall at his own expense maintain and replace when necessary all screening within or in a Unit within or in the perimeter walls of a Unit, all windows and window openings, all doors and door openings, and all window and door glass in windows and doors in the perimeter walls of the Unit.

Section 2. Exterior Maintenance. The Association shall be responsible for and shall see to the maintenance, repair and operation of the exterior of the Dwelling Units, including the roof of the building except as to any items specifically identified in this Article XII, Section 1 as an item to be maintained by an Owner at his, her, or its expenses or any other item identified elsewhere in this Declaration as an item to be maintained by an Owner at his, her or its expenses. The Association shall have all powers necessary to see that this responsibility is discharged, and may exercise these powers exclusively if it so desires. Any alterations to the exterior of buildings

shall be with the prior written consent of all the Unit Owners in the building so affected and prior written consent of the Board of Directors. The cost of all such exterior maintenance shall be divided proportionately among the Owner of each unit of the building for which the exterior maintenance costs were incurred. The Association's budget may (but is not required to include) reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible. The proportionate share of reserves for exterior maintenance shall be determined for each individual building. The proportionate share of reserves to be collected for each individual building shall then be divided proportionately among the Owners of each unit in each building. If the budget of the association includes reserve accounts established, then such reserves shall be determined, maintained, and waived in the manner provided in F.S. §720.303 and once reserve accounts are established the association shall thereafter determine, maintain, and waive reserves in compliance with F.S. §720.303. This section does not preclude the termination of a reserve account established pursuant to this paragraph upon approval of a majority of the Members. Upon such approval, the terminating reserve account shall be removed from the budget.

Section 3. Enforcement of Maintenance. In the event Owners of a Unit fail to maintain it as required herein, the other Unit Owners of the building or the Association or an Owner with an interest in any Unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. Or, the Association shall have the right to levy at any time a special assessment against the Owners of the Unit and the Unit for the necessary sums to put the improvement within or without the Unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the Association shall have a right to have its employees and agents enter the unit at any time to do such work as deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.

Cost and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Dwelling Unit or the Association to comply with the terms of the Declaration of Restrictions, Articles of Incorporation and the Bylaws, or adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees, including appellate attorneys' fees and costs, as may be awarded by the Court.

No Waiver of Rights. The failure of the Association or any Dwelling Unit owner to enforce any covenant, restriction or any provision of the Homeowners' Association Act, F.S. §7201.301, et seq., as amended from time to time, this Declaration of Restrictions, the Articles of Incorporation of the Association, the Bylaws or the regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE XIII

Water, Sewer & Insurance Costs

- Section 1. Insurance. The cost of hazard insurance will be determined for each building on an annual basis. The Association will have the responsibility to determine the proportionate share of each unit owners and include this cost in the monthly assessment as provided herein.
- Section 2. Water & Sewer. Each building shall be separately billed for water and sewer and the Association shall promptly determine the proportionate share of each unit owner and include it in the monthly assessment. The Association shall have the right to require a reasonable deposit for each unit owner in order to secure the prompt and efficient payment of these bills.
- Section 3. Property Taxes. Each Owner shall be responsible for the property taxes assessed against their Unit by the applicable local governmental authority.

ARTICLE XIV

Invalidity Clause

Invalidity of any of these covenants by court of competent jurisdiction shall in no way affect any of the other covenants which shall remain in full force and effect.

ARTICLE XV

Owner Approval of Long Term Agreements

All contracts, leases, or agreements which cannot be fully performed within one year, which contemplate performance over the course of more than one year, or which are for a period of less than one year but include automatic renewal terms such that the agreement as renewed and if fully performed would extend beyond one year shall each require the approval by a majority of the Owners before such contracts, leases, or agreements shall be binding upon the Association.

ARTICLE XVI

Correctory Amendment

Whenever there is a typographical or grammatical defect or error, a scrivener's defect or error, or other defect or error in the Declaration of Restrictions of Sunshine Villas, the amendment may be adopted by a majority of the Board of Directors alone, provided the change does not result in a substantive change in the meaning of any provision so corrected. Where an amendment is required to comply with applicable laws or requirements of government agencies, the amendment may be adopted by a majority of the Board of Directors alone.