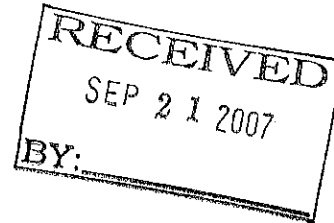


This Instrument Prepared by
and return to:

Elizabeth R. Mannion
BAXTER, STROHAUER, MANNION &
SILBERMANN, P.A.
1150 Cleveland Street, Suite 300
Clearwater, FL 33577

KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2007306446 09/18/2007 at 03:09 PM
OFF REC BK: 15982 PG: 663-687
DocType:CONDO RECORDING: \$214.00



CERTIFICATE OF APPROVAL AND FILING OF
RESTATEMENT OF A DECLARATION OF CONDOMINIUM FOR
THE VILLAGE ON ISLAND ESTATES, A CONDOMINIUM

On June 18, 2007, a meeting was held of the Board of Directors and Association of THE VILLAGE ON ISLAND ESTATES CONDOMINIUM ASSOCIATION, INC., a Florida Corporation, and with not less than seventy-five (75%) percent of the voting members duly qualified to vote, by these presents and by separate written instruments which are maintained in the official records of the before-mentioned corporation and which are incorporated herein by reference, does hereby amend by restatement of a Declaration for The Village On Island Estates, a Condominium, which was recorded in O. R. Book 4878, Page 1988, et seq., in the Public Records of Pinellas County, Florida, and pursuant to the provisions of Section 13, does hereby file the RESTATEMENT OF A DECLARATION OF CONDOMINIUM FOR THE VILLAGE ON ISLAND ESTATES, A CONDOMINIUM.

THIS RESTATEMENT OF A DECLARATION OF CONDOMINIUM FOR THE VILLAGE ON ISLAND ESTATES, A CONDOMINIUM, is made this 29 day of August, 2007.

THE VILLAGE ON ISLAND ESTATES
CONDOMINIUM ASSOCIATION, INC.


By: 
THOMAS BAICCO, President

Attest: 
DIANE ROBERTS, Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 29 day of August, 2007, by THOMAS BAICCO and DIANE ROBERTS, as President and Secretary, respectively, of THE VILLAGE ON ISLAND ESTATES CONDOMINIUM ASSOCIATION, INC., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
 **Sheron O. Nichols**
Commission # DD376732
Expires: JAN. 12, 2009
Bonded Thru Atlantic Bonding Co., Inc.



Notary Public
My Commission Expires:

RESTATEMENT
OF A
DECLARATION OF CONDOMINIUM
FOR
THE VILLAGE ON ISLAND ESTATES, A CONDOMINIUM

This is a Restatement of a Declaration of Condominium for The Village on Island Estates, A Condominium.

WITNESSETH:

WHEREAS, The Village on Island Estates Condominium Association, Inc., is the fee simple owner of a certain real property in Pinellas County, Florida, more particularly described in the attached Exhibit "A", subject to easements, reservations, and covenants of record, which property was submitted to condominium ownership for itself, its successors, grantees, and assigns and recorded in O.R. Book 4878 at Page 1988, in the Public Records of Pinellas County, Florida.

NOW, THEREFORE, the Association makes the following declarations:

1. **NAME:** The name by which this condominium is to be identified is The Village on Island Estates, a Condominium.
2. **DEFINITIONS:** For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of the Village on Island Estates Condominium Association, Inc., a Florida non-profit corporation, the following words shall have the definitions as hereinafter stated, to wit:
 - a. **Association:** means the Village on Island Estates Condominium Association, Inc., a Florida non-profit corporation, its successors and assigns.
 - b. **Board of Directors:** the board of administration or other representative body responsible for the operation of the Association.
 - c. **By-Laws:** the By-Laws of the Association existing from time to time.
 - d. **Common Expenses:** all expenses and assessments properly incurred by the Association for the condominium.
 - e. **Common Surplus:** the excess of all receipts of the Association, including but not limited to, assessments, rents, profits, and revenues on account of the common elements – over the common expense.
 - f. **Condominium:** that form of ownership of real property created pursuant to the provisions of Chapter 718 of the Florida Statutes,

1977, and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each unit, an undivided share in the common elements.

- g. Condominium Parcel: a unit, together with any limited common elements appurtenant thereto and the undivided share in the common elements which are appurtenant to the unit.
- h. Condominium Property: the lands and personal property that are submitted to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
- i. Declaration or Declaration of Condominium: the instrument or instruments by which a condominium is created, and are from time to time amended.
- j. Institutional Mortgagee: a bank, a federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, insurance company, and/or a real estate investment trust holding a mortgage on one or more condominium parcels.
- k. Limited Common Elements: those common elements which are reserved for the use of certain condominium units to the exclusion of all others such as are specifically designated on the plat previously recorded with the original Declaration as set forth on Exhibit B, together with the individual air-compressors which serve each condominium unit and for all purposes herein shall be treated as limited common elements as to the unit or units for which they are reserved.
- l. Management Agreement: means any agreement providing for the management of the condominium or for the affairs of the Association.
- m. Member: an owner of a leasehold estate in a condominium parcel who is a member of THE VILLAGE ON ISLAND ESTATES CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association."
- n. Occupant: means the person or persons, other than the unit owner, in possession of a unit.
- o. Singular-Plural, Gender: whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

- o. Unit: a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land, or land and improvements together, as specified in the Declaration.
- p. Unit Owner or Owner of a Unit: the owner of a leasehold estate in a condominium parcel.
- q. Utilities and Services: as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, cold and hot water, heating, refrigeration, air conditioning, cable television service and garbage and sewer disposal.

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP: The property described on the attached Exhibit "A" is hereby submitted to the condominium form of ownership.

4. IDENTIFICATIONS: The condominium units on the condominium property submitted to the condominium form of ownership are set forth in the plot plan as previously recorded with original Declaration as set forth on Exhibit C. Each condominium unit is described in said plot plan in such a manner that it can be determined therefrom the identification, location, and approximate size of each unit. Each condominium unit is identified by number as shown on the plot plan, so that no unit bears the same designation as any other unit.

5. ASSOCIATION'S PRIVILEGES: The following easements are expressly provided for and reserved in favor of the Association, the owners and occupants of the condominium units in this condominium, their successors or assigns, and their guests and invitees as follows:

a. Utilities: Easements are hereby expressly reserved, and the Association, its successors or assigns, are hereby granted easements through the condominium property as may be required for utility services, including the complete operation of a sewage treatment plant or such utility service which may be provided by this Association, its successors or assigns, or any such utility company to serve this condominium. This grant of easement includes the right to install and maintain all necessary equipment upon the condominium property and to enter upon the condominium property to service the same.

b. Encroachments: In the event that any condominium unit shall encroach upon any of the common elements of the condominium property or upon any other condominium unit, for any reason except the intentional or negligent act of another condominium owner, or where such encroachment is not necessary for the reasonable use and enjoyment of the recreational facilities or the other units, then an easement shall exist to the extent of such encroachment as long as the same shall exist.

c. Traffic: For vehicular traffic as may be necessary for the unit owners, their guests, assigns, and invitees for the purpose of crossing over various portions of the property to obtain ingress and egress to other condominiums on the condominium property.

d. Docks: Such easements as are necessary for the ingress and egress and use of the property immediately adjacent to the docks in connection with the uses of the docks by the Association, unit owners, their guests, assigns, and invitees.

e. Employees: Easements of ingress, egress, passage and entry to employees of the Association, unit owners, their guests, assigns, and invitees.

6. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS:

a. Common Elements: Common elements, as hereinabove defined, shall include within its meaning, in addition to the terms as listed in the Florida Condominium Act, Section 718.108, the following items:

(1) An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time as the unit may lawfully be altered;

(2) An undivided share in common surplus;

(3) Cross easements for ingress, egress, support, maintenance, repair, replacements, and utilities;

(4) Easements for encroachments by the perimeter walls, ceilings, and floors surrounding each condominium unit caused by the settlement or movement of the buildings or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist;

(5) Amendments to the common elements may be made as provided for in Chapter 718.110(5) and (6) of the Florida Statutes as amended (2005).

b. Limited Common Elements: Driveways into unit garages, attics, porches, patios, and stairways to unit entrances shall be reserved to the use of the unit owners occupying the unit adjoining such areas, however, such areas shall, for repair and replacement be maintained by the Association. Negligent or intentional damage to such limited common areas by owners of units adjoining any such limited common elements shall be paid for or repaired at the expense of said unit owner.

7. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS: The undivided share in the land and other common elements and the common surplus which are pertinent to each condominium unit shall be the percentage of the

undivided share in the ownership of the common elements and common surplus attributable to each unit, which would be equal to 1/51st of 100% (i.e. 1/51 x 100%) which equals 1.96% per unit.

8. COMMON EXPENSES AND SURPLUS:

Common expenses, as defined hereinabove, shall be shared by all unit owners in accordance with undivided share in the ownership of the common elements and the common surplus attributable to each unit submitted to condominium ownership as set forth in paragraph 7 hereinabove. It is understood that this shall include all expenses in connection with any assessments, insurance, and all other expenditures for which the association shall be responsible.

9. GOVERNING BODY: The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the condominium shall be The Village on Island Estates Condominium Association, Inc., hereinafter called the "Association", the Articles of Incorporation which were previously recorded as set forth on Exhibit D, and the By-Laws of the Association were previously recorded as set forth on Exhibit E, are made a part hereof as though set out in full herein.

10. THE ASSOCIATION:

a. All persons owning condominium parcels (Owners) whose interest is evidenced by a recordation of a proper instrument in the Public Records of Pinellas County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

b. An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which shall be cast by the voting member.

c. All of the affairs, policies, regulations, and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of not less than three (3) members and not more than five (5) voting members who are to be elected annually by the voting members.

11. AMENDMENT OF DECLARATION:

a. This Declaration may be amended by affirmative vote of three-fourths (3/4) of the condominium parcel owners at a meeting duly called for such purpose pursuant to the By-Laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an institutional mortgagee having a mortgage or other lien against any one or more condominium parcels, or any other record owner of liens thereon; save and except if such amendment is for the purpose to correct an error or omission in this Declaration of Condominium or in other

documentation required by law to establish the condominium form of ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one (51%) percent of the members of the Association present or represented by written proxy in accordance with the By-Laws, and recorded among the Public Records of Pinellas County; provided, however, that the property rights of the owners are not materially or adversely affected by such amendment.

b. No such amendment, however, shall change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, nor change the proportion of percentage by which the owner of the parcel shares the common expenses and owns the common surplus, unless the record owner thereof and all record owners of liens thereupon shall join in the execution of the amendment provided, further, however, that any vote for an amendment to the Declaration of Condominium which in any way relates to a change in the percentage of ownership in the common elements or sharing of common expense as it pertains to each unit owner or condominium parcel, shall be conducted by secret ballot.

c. If it shall appear, through scrivener's error, that a unit has not been designated an appropriate undivided share of the common elements or that all of the common expenses or interest in the common surplus or all other common elements in the condominium have not been distributed in the Declaration, such that the total of the shares of the common expenses of ownership of common surplus fail to equal one hundred (100%) percent or if it shall appear that through such error, more than one hundred (100%) percent of common elements or common surplus shall have been distributed, such error may be corrected by filing of an amendment to this Declaration executed by the Association, the owners of the units and the owners of the liens thereupon for which modification in this share of common elements or shares of common expenses or the common surplus are being made. No other unit owner shall be required to join in or execute such an amendment.

12. ASSESSMENTS, LIABILITY, LIEN AND PRIORITY, INTEREST AND COLLECTION:

a. Common expenses shall be assessed against each condominium parcel owner by the Association as provided in paragraphs 7 and 8 hereinabove.

b. Every assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel, and all interest therein owed by the members against which the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument and the lien for all such sums due hereafter shall date back to said date and shall be deemed to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of any institutional first mortgage.

c. Where the mortgagee of a first mortgage of record, or the purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of a foreclosure of the first mortgage, said mortgagee shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title by said mortgagee or as a result of the foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the owners of condominium parcels, including such acquirer of the first mortgage of record and his successors and assigns. The acquirer from the first mortgage of record or his successors or assigns shall thereafter be obligated to pay that share of the common expenses and assessments attributable to his condominium parcel.

d. The association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

13. MAINTENANCE: The responsibility for the maintenance of the condominium units and parcels shall be as follows:

a: By the Association: The Association shall maintain, repair and replace at the association's own expense:

- i. All portions of the units (except interior surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building and load bearing columns.
- ii. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within the interior boundary walls and all other such facilities contained within a unit which service part or parts of the condominium other than the unit within which it is contained.
- iii. All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

b. By the Condominium Unit Parcel Owner: The responsibility of the condominium parcel owner shall be as follows:

- i. To maintain in good condition, repair and replace at his expense, all portions of the unit except those portions to be maintained, repaired, and replaced by the Association, and such shall be done

without disturbing the rights of other unit owners which shall include, but not be limited to, the following:

- aa. repair of water leaks within the unit;
 - bb. repair of any and all heating and air conditioning defects within the unit and air handlers and compressors servicing the said unit; and
 - cc. Maintenance and repair of any options to the unit or limited common elements selected by the owner in the past such as front doors, sidelights, and associated frames, windows and garden windows, awnings, and enclosed decks and resultant damage caused by such options.
- ii. To promptly report to the Association any defects or need for repairs in any portion of the parcel for which the Association is responsible for repairs.
 - iii. The Board of Directors must approve in writing any material changes, additions, or deletions of any kind to condominium property, including common areas and limited common areas.

14. ENFORCEMENT OF MAINTENANCE: In the event the owner of a unit fails to maintain it as required above, the Association shall have the right to proceed in a Court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision; however, in the event the Association fails to comply with the terms and conditions of this Declaration or its Articles of Incorporation and By-Laws, any lender or owner may apply to a Court of competent jurisdiction for the appointment of a Receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

15. INSURANCE: The insurance, other than title insurance, which shall be carried upon the condominium property of the condominium parcel owners shall be governed by the following provisions:

a. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgages. The policies shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damage to common elements shall be held as property of the condominium parcel owners in accordance with the percentages herein specified. The

above insurance provision specifically does not include coverage of or on personal property or for personal liability or living expense.

b. Coverage:

(1) Casualty: The building improvements upon the land and all personal property included in the condominium property other than personal property owned by the condominium parcel owners, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, locations, and use to the building on the land including, but not limited to, vandalism and malicious mischief.

(2) Public Liability: The Board of Directors of the Association shall have the right to contract for public liability insurance as it may deem necessary at the expense of the Association.

(3) Worker's Compensation: Worker's compensation to meet the requirements of the law.

(4) Flood Insurance Protection: Flood insurance protection to meet the requirements of the law.

c. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account.

d. In the event a loss occurs to any improvement within any of the units alone, without loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the condominium parcel owners owning such units and their mortgagees, if there be mortgages on said units, as their interests may appear, and it shall be the duty of those condominium parcel owners to effect the necessary repairs to the improvements within their respective units.

e. In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made jointly to the Association, the unit owners, and any holder of mortgages on the unit, and the proceeds shall be expended or disbursed as follows:

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract for the necessary repairs to the improvements within the common elements and within the damaged units. If the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to repair all the improvements within the common

elements, the proceeds shall be applied first to completely repair the damage within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the condominium parcel owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.

(2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in paragraph 15(e)(1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any unit, which mortgagee shall hold the insurance proceeds in escrow as the escrow agent. Should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the Association, as escrow agent which shall disburse the funds as follows:

aa. in the event any institutional first mortgagee seeks application of insurance proceeds to the payment of its loan, the escrow agent shall distribute such proceeds jointly to the respective unit owners sustaining damages and their mortgagees, as their interests may appear, in accordance with the damage sustained by each unit and in relation to the total damage claim and the amount of insurance funds available.

bb. in the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the units and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds for this purpose, the improvements shall be completely repaired and restored. In the event the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance bond, the escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the construction agreement between the Association and the Contractor, which agreement shall be subject to prior written approval of the escrow agent.

cc. in the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interests appear, in order to obtain the necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available are to be applied first to repair the units damaged and such assessment shall be only for or on account of repairs to the common elements. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and one hundred (100%) percent vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as

per paragraphs 7 and 8 of this Restated Declaration of Condominium, and the condominium project may be terminated as provided in paragraph 20 hereinafter.

f. If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above, and one hundred (100%) percent vote to abandon the condominium project, same shall be abandoned subject to the provision of paragraph 20 hereinafter. As evidence of the members' resolution to abandon, the president and secretary of the Association shall effect and place in the Public Records of Pinellas County, Florida, an affidavit stating that such resolution was properly passed to which a copy of the consent of the units owners and holders of all liens shall be affixed.

g. Under all circumstances, the Board of Directors of the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements, subject to the approval of any mortgagee of the premises damaged.

16. CONVEYANCES, SALES, RENTALS, LEASES, AND TRANSFERS:

In order to insure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental, and transfer of units by any owner shall be subject to the following provisions:

a. Conveyances, Sales, and Transfers: Prior to the sale, conveyance, and transfer of any condominium parcel to any person other than transferor's spouse, the owner shall notify the Board of Directors, in writing, of the name and address of the person to whom the proposed sale, conveyance, or transfer is to be made, and such other information as may be required. Within fifteen (15) days, the Board of Directors shall either approve or disapprove a proposed sale, transfer, or conveyance, in writing, and shall notify the owner of its decision. In the event the Board of Directors fails to approve or disapprove a proposed sale within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors disapprove the proposed sale, conveyance, or transfer, a member still desiring to consummate such sale, conveyance, or transfer, shall, thirty (30) days before such sale, conveyance, or transfer, give written notice to the Secretary of the Association of his intention to sell, convey, or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price; said price, however, shall not exceed the fair market value of said condominium unit. If a dispute arises as to the definition of fair market value, it shall be resolved as provided for hereinafter. The Secretary shall promptly notify the members of the Association of the date, price, and terms. Any member of the Association shall have the first right of purchase over the prospective purchaser to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the secretary of the Association, in writing, of the acceptance, at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten (10%) percent of the

purchase price as a good faith deposit, which information and notice of deposit the Secretary shall promptly forward to the owner.

In the event no members of the Association accept first right of purchase as described, then the Board must either approve the transaction or furnish a purchaser approved by the Board, who will accept the transaction upon the terms and conditions contained in the notice provided the Association at least ten (10) days before the date of the intended sale or transfer, and notify the owner that a purchaser has been furnished and that said purchaser has deposited ten (10%) percent of the purchase price with the Secretary of the Association, as a good faith deposit for the intended sale. In the event the member giving notice receives acceptances from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer as to which of the accepting members he chooses.

In the event the member wishing to sell or transfer receives no written notice from any member of the Association accepting the price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the date of sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other price or terms without repeating the procedure outlined above.

In the event the member makes a sale or transfer without first complying with the terms hereof, any other member of the Association shall have the right to redeem from the purchaser according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of a condominium unit, which shall not exceed the fair market value, and immediately after such reimbursement, the said purchaser or transferee shall convey all his right, title, and interest to the member of the Association making the redemption. Any expenses, which shall include but not be limited to attorney's fees and court costs incurred by the Association, management company, or any members for enforcement of the provisions of this paragraph 16 shall be assessed against the member who violates or fails to comply strictly with the provisions of this paragraph 16.

An affidavit of the Secretary of the Association, stating that the Board of Directors approved in all respects on a certain date the sale or transfer of a condominium parcel to certain persons, shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit by the Secretary of the Association, stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer and the Board of Directors of the Association disapproved or failed to act on such proposed sale or transfer, and that thereafter, all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with and that the sale or transfer of a particular condominium parcel

to a particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the persons' title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such person was made at the price, terms, and on the date stated in the notice given to the Secretary, but one hundred eighty (180) days after the date of the notice to the Board of Directors of the Association as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

In case of the death of the owner of a condominium parcel, the surviving spouse, if any, and, if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel and, if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner.

In the event said decedent owner shall have conveyed or bequeathed ownership of his condominium parcel to some designated person or persons, other than the surviving spouse or members of his family as afore-described, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida, the condominium parcel descends to some person or persons other than surviving spouse or members of his family as afore-described, the Board of Directors shall, within thirty (30) days of proper evidence of rightful designation served up the president or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of said devisee or decedent, express their acceptance or refusal of the individual or individuals so designated as owner or owners of the condominium parcel. If the Board of Directors shall consent, in writing, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner or owners of the condominium parcel subject to the provisions of this enabling Restated Declaration of Condominium and the By-Laws of the Association. If, however, the Board of Directors shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days to purchase, for cash, the said condominium parcel at the then fair market value thereof. In the event the then members of the Association do not exercise the privilege of purchasing said condominium parcel within such period, and upon such terms, then and only in such event, the person or persons so designated by the Decedent shall take title to the condominium parcel; or such person or persons or the legal representative of the decedent may sell the said condominium parcel, but the sale shall be subject in all respects to the provisions of this enabling Restated Declaration of Condominium and the By-laws of the Association.

In the event a dispute arises as to what should be considered the fair market value of a condominium parcel as provided for herein, then the time requirements for the approval or disapproval of a proposed sale and other notice requirements as set forth in this paragraph 16 herein shall be abated until final decision

has been made by an appraiser appointed by the Circuit Court in and for Pinellas County, Florida, upon ten (10) days notice on petition of any party in interest. The expense of an appraisal shall be paid by the Seller or the legal representative of the Seller out of the amount realized from the sale of such condominium parcel.

b. Rental or Lease: A condominium parcel may be leased provided, however, that any such lease shall be subject to the terms, covenants, and conditions of this Declaration, including rules and regulations hereunder. A unit owner may not lease his unit for the first year following the closing on the purchase of his unit. A unit owner may not lease for less than a seven (7) month term, and may only lease the entire unit and only after receiving the written approval of the Board of Directors. The Association may charge a preset fee for the approval of a lease.

c. Corporate Purchaser: The purchaser or lessee of a condominium parcel may not be a corporation. This provision shall not apply to an institutional mortgagee who acquires ownership of a unit through foreclosure or deed-in-lieu of foreclosure.

d. Transfer; Mortgagee-Association: Notwithstanding anything to the contrary herein, the provisions of this paragraph 16 shall not be applicable to transfers to mortgagees, whether in foreclosure or by judicial sale, or by the voluntary conveyance in lieu of foreclosure, whereby such mortgagee becomes an owner nor to the Association after the Association has initially conveyed or disposed of all interests in the property nor to any sale or lease by such mortgagee.

e. Mortgage: No parcel owner may mortgage his parcel or interest therein without the approval of the Association, except to a bank, life insurance company, federal savings and loan association, institutional investor, mortgage banker and/or real estate investment trust. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

17. RESTRAINT UPON SEPARATION AND PARTITION: Any transfer of a condominium parcel must include all elements thereof as afore-described and appurtenances thereto, whether or not specifically described, including, but not limited to, any limited common elements appurtenant to said parcel, the condominium parcel owner's share in the common elements, and his Association membership.

18. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration, every owner shall abide by the following regulations:

a. All vehicles owned by owners or tenants shall be parked only in garages contained within the condominium units. No boats, trailers, campers, golf carts, motorcycles, or other passenger vehicles shall be permitted outside the unit owner's garage. No repairs or maintenance of any vehicles, including those named above, shall be permitted outside of the owner's unit. Guests shall park in the designated guest

parking spaces for up to fourteen (14) days. Guests shall register their vehicles with the management office and display the registration on the vehicle. Unit owners and tenants shall be responsible for their guests' compliance with this provision. No vehicles shall be parked overnight in any condominium common areas, private streets, or in the limited common element driveways, except for the designated guest parking referenced above. Any vehicle in violation of this provision is subject to being towed at owner's expense.

b. Each owner or tenant shall maintain his unit in good condition and repair including limited common elements appurtenant to his unit. All electrical and plumbing repairs shall be made by a licensed electrician or plumber. Each owner shall promptly pay for all utilities which are metered separately to his unit. Common areas of the building, such as hallways, landscaped and grassed areas, et cetera, shall be used only for the purpose intended. No articles belonging to owners or tenants shall be kept in said areas, temporarily or otherwise, except with the written approval of the Board of Directors.

c. Each owner or tenant shall maintain his unit in a clean and sanitary manner. Decks shall be only used for the purposes intended and shall not be used for hanging of garments or other objects or cleaning of rugs or other household items. No drying of laundry will be permitted outside the unit.

d. Any owner or tenant keeping a pet on the premises shall be responsible to keep the pet in a clean and sanitary fashion so as not to create a nuisance or health hazard. Pets shall be leashed at all times when outside the unit and any pet droppings left on the condominium property shall be removed at once by the owner or tenant.

e. No owner or tenant shall alter, repair, or maintain the exterior of any building, including the exterior painting of doors, screen doors, screen rooms, lighting fixtures, or any other exterior item without the prior written approval of the Board of Directors. With the exception of interior wall surfaces, no owner or occupant shall alter, repair, or maintain any portion of his unit which contributes to the support of the building or contains facilities for the furnishing of utility services to any part of the condominium property other than that owner's unit without prior written approval of the Board of Directors. No reflective device or material may be used in any exterior portion of the unit and no mirrored solar or light altering materials may be added to any window which would modify the exterior appearance of the unit without prior written approval of the Board of Directors.

f. No owner or tenant shall place personal garden ornamentation, plants, shrubs, or other material on the common elements of the condominium property without prior written approval of the Board of Directors. If approval is granted, the owner or tenant shall maintain the ornamentation. If he fails to do so, the Association shall have the right to maintain or remove said ornamentation at the expense of the owner.

g. No owner or tenant shall make or permit any disturbing noises in the building or on the condominium property, whether made by him, his family, friends,

guest, or servants. No owner or tenant shall permit or allow anything to be done or kept in his unit which would increase insurance rates on his unit, the appurtenant limited common elements, or which would obstruct or interfere with the rights of other owners or tenants or annoy them by unreasonable noise or otherwise; nor shall an owner or tenant commit or permit any nuisances, immoral or illegal acts in his unit or on the common elements.

h. No signs, advertising, or notice of any kind, including "For Rent" or "For Sale" signs shall be displayed on the exterior of any unit or wall in such a manner as to be visible from the exterior of a unit. No ornamentation or other objects shall be affixed to or placed upon common elements, in a permanent or semi-permanent fashion, including but not limited to figurines, trellis, ground pavers, barbecue grills, bird feeders, and bird baths without prior written approval of the Board of Directors. The Board of Directors has the right to remove such items at its discretion.

i. The owner or tenant of a unit shall be responsible for any damage to the common or limited common elements of the association caused by the owner, or his tenant, guests, or employees.

j. The Board of Directors must approve installation of exterior radio, television, satellite dishes, antenna, aerials, and gutters or drain systems, in writing as to size and placement prior to the installation.

k. No garage or yard sales shall be allowed on any part of the condominium property without written approval of the Board of Directors.

l. Condominium property shall be for residential purposes only. No trade, retail business, professional or other type of commercial activity shall be carried on upon the condominium property. No commercial vehicles shall be parked overnight on the property, nor shall any portion thereof be used for commercial storage purposes.

19. BOAT SLIPS: Boat slips are located proximate to this condominium. The condominium Association shall have exclusive authority to control the use of the boat slips, maintain the boat slips, insure the boat slips, rent the boat slips, and promulgate rules and regulations regarding the use of the boat slips. Income from the rental of boat slips shall be deposited with the Association funds to defer expenses of the Association. The funds spent by the Association to maintain, insure, or otherwise related to the boat slips shall be common expenses of the Association.

20. TERMINATION: The condominium may be terminated by unanimous agreement of the condominium parcel owners and mortgagees holding mortgages on said units, which agreement shall be evidenced by an agreement instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Pinellas County, Florida.

21. COVENANT: All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors and assigns shall be bound by all of the provisions of this Declaration.

22. INVALIDATION AND OPERATION: Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a condominium parcel, whether by judgment or court order or law, shall in no way affect any other provisions, which shall remain in full force and effect.

In the event any Court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporators of the Association.

23. INTERPRETATION: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to wit: Chapter 718, Florida Statutes, as of the date hereof.

24. ENFORCEMENT: In the event the Association shall bring an action to enforce any provision of this Declaration against a unit owner(s) then, in addition to any award or judgment, the Association shall also be entitled to the costs of any such action, whether at trial or appellate levels, including attorney's fees.

IN WITNESS WHEREOF, the Association has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, sealed and delivered
In the presence of:

Karla Mudy
Karla Mudy

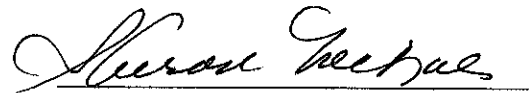
THE VILLAGE ON ISLAND ESTATES
CONDOMINIUM ASSOCIATION, INC.

By: [Signature]

Attest: [Signature]


STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 29 day of August, 2007, before me personally appeared THOMAS BAICCO, President, and DIANE ROBERTS, Secretary, of the Association at The Village On Island Estates, A Condominium, a non-profit membership corporation under the laws of the State of Florida, to me known to be the person in and who executed the foregoing Restated Declaration of Condominium Ownership of The Village on Island Estates, A Condominium, and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the corporate seal the day and year first above written.



Notary Public

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
 **Sheron O. Nichols**
Commission # DD376732
Expires: JAN. 12, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Units 101, 102, 103, 104, 105, 201, 202, 203, 301, 302, 303, 304, 401, 402, 403, 404, 405, 406, 501, 502, 503, 504, 601, 602, 603, 604, 605, 701, 702, 801, 802, 803, 804, 805, 901, 902, 903, 1001, 1002, 1003, 1004, 1101, 1102, 1103, 1201, 1202, 1203, 1301, 1302, 1303, and 1304, THE VILLAGE ON ISLAND ESTATES, A CONDOMINIUM, according to the plat thereof recorded in Condominium Plat Book 35, pages 12 and 13, as amended by Condominium Plat Book 38, pages 55 and 56, Condominium Plat Book 42, pages 28 through 33 inclusive, Condominium Plat Book 37, pages 85 and 86, Condominium Plat Book 38, pages 57 and 58, Condominium Plat Book 46, pages 105 through 108 inclusive, Condominium Plat Book 55, pages 79 through 82 inclusive, Condominium Plat Book 61, pages 67 through 70 inclusive, and as further described in that certain Declaration of Condominium Ownership of The Village On Island Estates, A Condominium (Phase I), recorded in Official Records Book 4878, pages 1988 through 2046 inclusive, as amended by Amendment to Declaration of Condominium of The Village On Island Estates Adding Phase VI, recorded in Official Records Book 4933, page 1734; Amendment to Declaration of Condominium of The Village On Island Estates, a Condominium, (Phase I) Adding Phase II, recorded in Official Records Book 4949, page 1933; Amendment to Declaration of Condominium of The Village On Island Estates, a Condominium, (Phase I) Adding Phase VII, recorded in Official Records Book 4949, page 1939; Amendment to Declaration of Condominium Ownership of The Village On Island Estates, a Condominium, (Phase I) Correcting Scrivener's Error recorded in Official Records Book 4953, page 172; Amendment to Declaration of Condominium Ownership of The Village On Island Estates, a Condominium, (Phase I) Adding Phases III, IV and V, recorded in Official Records Book 5028, page 9; Amendment to Declaration of Condominium Ownership of The Village On Island Estates, a Condominium, (Phase I) Adding Phases VIII and XIII, recorded in Official Records Book 5131, page 215; Amendment to Declaration of Condominium Ownership of The Village On Island Estates, a Condominium, (Phase I) Adding Phases IX and XII, recorded in Official Records Book 5272, page 1672; Amendment to Declaration of Condominium Ownership of The Village On Island Estates, a Condominium, (Phase I) Adding Phases X and XI, recorded in Official Records Book 5359, pages 1247; Amendments to Declaration recorded in Official Records Book 5954, page 1950; Certificate of Amendment to Declaration of Condominium for The Village On Island Estates, a Condominium, recorded in Official Records Book 8608, page 2389; and Certificate of Amendment to the Declaration of Condominium for The Village On Island Estates, a Condominium, recorded in Official Records Book 8936, page 711, Public Records of Pinellas County, Florida.

EXHIBIT A

PLAT PLANS OF LIMITED COMMON ELEMENTS

<u>PHASE</u>	<u>OFFICIAL RECORDS BOOK</u>	<u>PAGES</u>
PHASE I	O.R. 4878	1989-2046
PHASE II	O.R. 4949	1937-1938
PHASE III	O.R. 5028	13-14
PHASE IV	O.R. 5028	15-16
PHASE V	O.R. 5028	17-18
PHASE VI	O.R. 4933	1737-1738
PHASE VII	O.R. 4949	1944-1945
PHASE VIII	O.R. 5131	219-220
PHASE IX	O.R. 5272	1676-1677
PHASE X	O.R. 5359	1251-1252
PHASE XI	O.R. 5359	1253-1254
PHASE XII	O.R. 5272	1678-1679
PHASE XIII	O.R. 5131	221-222

EXHIBIT B

PLOT PLANS OF CONDOMINIUM UNITS ON CONDOMINIUM PROPERTY

<u>PHASE</u>	<u>CONDOMINIUM PLAT BOOK</u>	<u>PAGE</u>
PHASE I	BOOK 35	13
PHASE II	BOOK 38	56
PHASE III	BOOK 42	29
PHASE IV	BOOK 42	31
PHASE V	BOOK 42	33
PHASE VI	BOOK 37	86
PHASE VII	BOOK 38	58
PHASE VIII	BOOK 46	106
PHASE IX	BOOK 55	80
PHASE X	BOOK 61	68
PHASE XI	BOOK 61	70
PHASE XII	BOOK 55	82
PHASE XIII	BOOK 46	108

EXHIBIT C

ARTICLES OF INCORPORATION FOR
THE VILLAGE ON ISLAND ESTATES CONDOMINIUM ASSOCIATION, INC.

The Articles of Incorporation for The Village on Island Estates Condominium Association, Inc., were filed and recorded on July 2, 1979 in Official Records Book 4878, Pages 2025 through 2032, in the Public Records of Pinellas County, Florida.

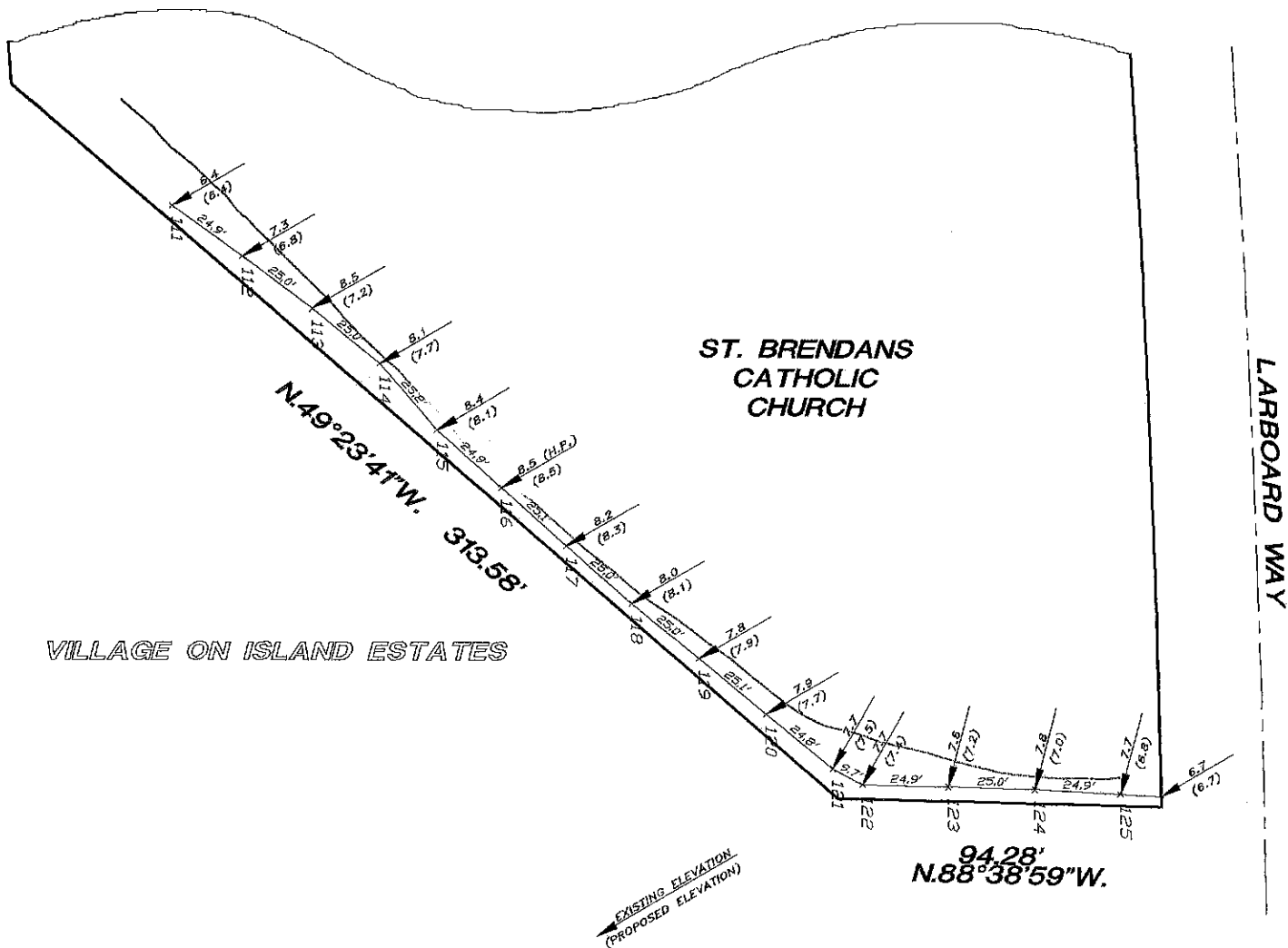
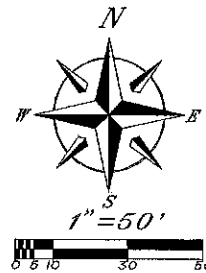
EXHIBIT D

BY-LAWS OF

THE VILLAGE ON ISLAND ESTATES CONDOMINIUM ASSOCIATION, INC.

The By-Laws of The Village on Island Estates Condominium Association, Inc., were duly recorded on July 2, 1979, in Official Records Book 4878, Pages 2033-2046 in the Public Records of Pinellas County, Florida.

EXHIBIT E



SPECIAL NOTE: ALL ELEVATIONS SHOWN HEREON ARE EXISTING GROUND SHOTS.

DUANE C. BRINKMAN, P.S.M.
 416 NORTH JEFFERSON AVENUE
 CLEARWATER, FL 33755-4722
 (727) 447-3121

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