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**CERTIFICATE OF RESTATEMENT**

**DECLARATION OF CONDOMINIUM  
VIZCAYA, A CONDOMINIUM**

**ARTICLES OF INCORPORATION  
BYLAWS**

**VIZCAYA OF BRADENTON CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the attached Restated Declaration of Condominium for **VIZCAYA, A CONDOMINIUM** (which Declaration is originally recorded at Official Records Book 1081, Page 3614, *et seq.* of the Public Records of Manatee County, Florida), and the Restated Articles of Incorporation and Restated Bylaws of **VIZCAYA OF BRADENTON CONDOMINIUM ASSOCIATION, INC.** (herein, the "Association") were duly adopted at the July 22, 2020, meeting of the Board of Directors of the Association by the affirmative vote of not less than two-thirds (66-2/3%) of the Board of Directors. The attached Restated Declaration of Condominium, Articles of Incorporation and Bylaws supersede the original Declaration of Condominium, Articles of Incorporation and Bylaws and all amendments thereto. The Restated documents do **not** include any amendments not previously approved.

DATED this 9<sup>th</sup> day of October, 2020.

Signed, sealed and delivered:  
in the presence of:

VIZCAYA OF BRADENTON CONDOMINIUM  
ASSOCIATION, INC.

Sign: [Signature]  
Print: Paul Lockwood

By: [Signature]  
Thomas Greer, Vice President

Sign: Rana Yacoub  
Print: Rana Yacoub

STATE OF Connecticut  
COUNTY OF New Haven

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 9<sup>th</sup> day of October, 2020 by **Thomas Greer** as **Vice President** of Vizcaya of Bradenton Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission expires:

NOTARY PUBLIC



Sign: Rana Yacoub  
Print: Rana Yacoub  
State of Connecticut (Seal)

Sign: [Signature]  
Print: [Signature]  
Sign: [Signature]  
Print: DIANA NORTH

Attest:

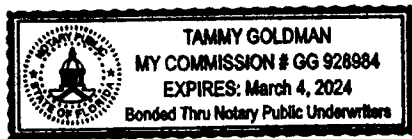
By: [Signature]  
Maureen O'Brien, Secretary

[Corporate Seal]

STATE OF Florida  
COUNTY OF manatee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 06 day of October, 2020 by **Maureen O'Brien** as **Secretary** of Vizcaya of Bradenton Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires: 03/04/2024 NOTARY PUBLIC



Sign: [Signature]  
Print: TAMMY Goldman  
State of Florida (Seal)

## VIZCAYA, A CONDOMINIUM, INC.

### 2020 RESTATED DECLARATION OF CONDOMINIUM

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## RESTATED

### DECLARATION OF CONDOMINIUM OF VIZCAYA, A CONDOMINIUM

#### RECITALS The Condominium

**1.1 Dedication.** Those certain properties situate in Manatee County, State of Florida, which properties are more particularly described in Exhibit "A" attached hereto and incorporated herein, were submitted to condominium ownership pursuant to Chapter 718, Florida Statutes, as amended from time to time ("the Condominium Act") with the filing of the original Declaration of Condominium in Official Records Book 1081, commencing at Page 3614, of the Public Records of Manatee County, Florida ("the Declaration").

**1.2 Name of Condominium.** The name of the condominium is **VIZCAYA, A CONDOMINIUM** (the "Condominium").

**1.3 Survey.** A survey of the land, a graphic description and plot plan locating the improvements thereon as constructed, identifying each Unit, the Common Elements, the Limited Common Elements (including but not limited to assigned parking spaces/carports, patios, balconies), and their relative locations and approximate dimensions, has been previously recorded.

**1.4 Covenants.** All provisions of this Declaration shall be construed to be perpetual covenants running with the land and with every part thereof and interest therein, and every Condominium Parcel Owner and claimant of the land or any part thereof or interest therein, and such Owner's heirs, personal representative, successors and assigns, shall be bound by all of the provisions of the Declaration, unless this Declaration shall be terminated pursuant to the Condominium Act and/or as provided herein. Both the burdens imposed and the benefits provided shall run with each Condominium Parcel as herein defined.

**1.5 Ownership.** Ownership of each Condominium Parcel may be in fee simple or in any other estate in real property recognized by law, with the exception of time-sharing estates, which are not allowed.

#### ARTICLE I Definitions

The terms used in this Declaration and in the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Vizcaya of Bradenton Condominium Association, Inc. ("the Association") shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires:

##### A. General Definitions

**1.1 "Assessment"** means a share of the funds required for the payment of Common Expenses, which from time to time is assessed equally against a Unit Owner.

- 1.2** “**Association**” means the corporate entity responsible for the operation of the Condominium.
- 1.3** “**Board of Directors**” or “**Board**” means the Board of Directors responsible for administration of the Association.
- 1.4** “**Bylaws**” means the Bylaws of the Association existing from time to time.
- 1.5** “**Common Elements**” means the following:
- 1.5.1** The Condominium Property which is not included within the Units.
- 1.5.2** Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services to more than one Unit or the Common Elements.
- 1.5.3** All driveways, roads, sidewalks, entrances and other means of ingress and egress.
- 1.5.4** An easement of support in every portion of a Unit which contributes to the support of a building.
- 1.5.5** The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
- 1.6** “**Common Expenses**” means all expenses, including reserves, properly incurred by the Association in the performance of its duties.
- 1.7** “**Common Surplus**” means the amount of all receipts of the Association, including, but not limited to Assessments, rents, profits and revenues which exceeds the Common Expenses.
- 1.8** “**Condominium**” means Vizcaya of Bradenton, a Condominium.
- 1.9** “**Condominium Parcel**” means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.
- 1.10** “**Condominium Property**” means the lands, leaseholds and personal property that are subjected 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.
- 1.11** “**Declaration**” or “**Declaration of Condominium**” means the instrument by which the Condominium is created, as it is from time to time amended or restated.
- 1.12** “**Institutional Mortgagee**” means the owner and holder of a mortgage encumbering a Condominium Parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, federal or state agencies, Federal National Mortgage Association, or other mortgagee which shall be acceptable to and approved by the Board.
- 1.13** “**Limited Common Elements**” means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in the Declaration.

**1.14** “**Maintenance Area**” means Phase 16 as depicted on the Condominium Plat.

**1.15** “**Special Assessment**” means any Assessment levied against a Unit Owner other than the Assessment required by the budget adopted annually.

**1.16** “**Unit**” means a part of the Condominium Property which is subject to exclusive ownership. Appurtenant to each Unit is an undivided share in the Common Elements.

**1.17** “**Unit Owner**” or “**Owner**” means a record owner of legal title to a Condominium Parcel.

**1.18** “**Utility Services**” include, but are not limited to, electric power, natural gas, water, garbage and sewage disposal, telephone, cable television, trash disposal, drainage, and any other required services imposed by governmental authorities.

## **B. Structural Definitions**

**1.19** “**Balcony**” means the structure, within the envelope of the building, attached to the front of a second floor Unit, \*\* and is a Limited Common Element and not part of the Unit. The Unit Owner shall have the exclusive right to the use of each Balcony attached to the Unit Owner’s Unit without charge by the Association.

**1.20** “**Entrance Foyer**” means the area within a Unit inside the front door.

**1.21** “**Entryway**” means the area outside the Unit entry door, attached to the Unit, \*\* and is a Limited Common Element. The Unit Owner of a Unit shall have exclusive right to the use of the Entryway without charge by the Association.

**1.22** “**Lanai**” means the porch attached to the rear of each first and second floor Unit, which is labeled on the Vizcaya of Bradenton Condominium Plat as “PORCH,” \*\* and is a part of the Condominium Unit and is not a Limited Common Element. To distinguish between the front porch and the rear porch, the rear porch is commonly referred to as a “lanai”.

**1.23** “**Patio**” means a front porch, which is under the Balcony of the Unit above it, and which is attached to the first floor Unit and may have a concrete floor. The Patio is a Limited Common Element. The Unit Owner of the Unit shall have the exclusive right to the use of each Patio attached to the Unit Owner’s Unit without charge by the Association.

**1.24** “**Privacy Garden**” means that area attached to a first floor Unit, contained within an outside wall, which is labeled on the Vizcaya of Bradenton Condominium Plat at times as “PORCH” and at times as “PATIO.” \*\* It is a Limited Common Element and not a part of the Unit. The Unit Owner of a downstairs Unit shall have the exclusive right to the use of the Privacy Garden attached to the Unit Owner’s Unit without charge by the Association.

**1.25** “**Storage Areas**” means those closet areas under stairways or attached to carports, \*\* and are Limited Common Elements and are not a part of the Unit. The Unit Owner of a downstairs Unit shall have the exclusive right to the use of the storage area under the stairway without charge by the Association and the Unit Owner of an upstairs Unit shall have the exclusive right to the use of the storage area attached to the carport without charge by the Association.



**1.26 “Wood Porch”** means that wood structure, above the Privacy Garden, attached to the outside wall of a second-floor Unit, and is a Limited Common Element and not a part of the Unit. The Unit Owner shall have the exclusive right to the use of the Wood Porch attached to the Unit Owner’s Unit without charge by the Association.

**\*\*This structure is identified on the architectural drawings of the Plat of Vizcaya of Bradenton Condominium contained in the public records of Manatee County at: <https://records.manateeclerk.com>**

(On that website, select “Plat Records,” on the next page, select “Condominium.” On the following page in “Plat Search” area, select “Condo” in the first box; enter “vizcaya” in the “Name” box; and hit “Search.”)

The plat drawings referencing the above structure appear at Condominium Book 21, Page 155; Condominium Book 24, Page 90; Condominium Book 17, Page 146; Condominium Book 16, Page 51; Condominium Book 16, Page 174; Condominium Book 18, Page 107; Condominium Book 21, Page 35; Condominium Book 21, Page 47; Condominium Book 24, Page 27. Each Condominium Book contains multiple pages that show this structure.

A copy of the Vizcaya of Bradenton Condominium Plat is also available in the Vizcaya of Bradenton Condominium Manager’s Office.

## **ARTICLE II The Association**

**2.1 Association.** The Condominium is governed by a Florida corporation not for profit known as Vizcaya of Bradenton Condominium Association, Inc.

**2.2 Members.** Every person holding a vested interest in the title to a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Membership shall terminate as the Owner’s vested interest in the Unit terminates.

**2.3 Voting.** There shall be one vote appurtenant to each unit. When more than one person holds an ownership interest in any Unit, or if a Unit is owned by a partnership, corporation, trust or other entity, all such persons or entity shall be members. The vote for such Unit shall be exercised in the manner provided in the Bylaws.

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

**2.5 Management.** All affairs of the Association shall be controlled and managed by the Board of Directors of the Association and by officers and agents acting on the Board’s behalf. The Association shall have all the rights, powers and privileges provided by the Condominium Act, the laws concerning Florida not for profit corporations, the Articles of Incorporation, the Bylaws, and this Declaration.

**2.6 Registry of Owners and Mortgagees.** The Association shall at all times maintain a register setting forth the names of the Owners. In the event of the sale or transfer of any Condominium Unit to a third party, the purchaser or transferee shall notify the Association in writing of the purchaser's or transferee's interest in the Unit together with the recording information for the instrument by which such purchaser or transferee has acquired an interest in the Unit. The Owner shall notify the Association of any mortgages encumbering the Unit and any transfers thereof, the amount of such mortgage or mortgages and the recording information for the mortgage or mortgages. The holder of any mortgage encumbering the Unit may, if the holder so desires, notify the Association of the existence of such mortgage and upon receipt of that notice, the Association shall register in its records all pertinent information pertaining to the same.

### **ARTICLE III Unit Size and Shares**

**3.1 Units and Ownership in Common Elements.** The general size of each 2 bedroom/2 bath Unit in the Condominium is 1,322 square feet of enclosed living area exclusive of the porch or balcony. The general size of each 2 bedroom/3 bath Unit in the Condominium is 1,588 square feet of enclosed living area exclusive of the porch or balcony. The general size of each 3 bedroom/2 bath Unit in the Condominium is 1,547 square feet of enclosed living area exclusive of the porch or balcony. The general size of each 3 bedroom/3 bath Unit in the Condominium is 1,824 square feet of enclosed living area exclusive of the porch or balcony. Each Unit shall have as an appurtenance thereto an undivided fractional interest in the Common Elements which, in the aggregate, equals the whole. The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. Any attempt to separate and/or any action to partition the fee title to a Condominium Parcel from the undivided fractional interest in the Common Elements appurtenant to the Unit shall be null and void. The Ownership interest in the Common Elements attributable to each Unit shall be 1/256th.

**3.2 Shares of Common Expense.** The Common Expenses to be borne by each Unit shall be a proportionate share of the total expenses and costs of the Association. The Owners of each Unit shall be responsible for 1/256<sup>th</sup> of the Common Expenses and costs. Any Common Surplus of the Association shall be owned by the Owners of each Unit in the same proportion as their percentage liability for the Common Expenses.

### **ARTICLE IV Assessments**

**4.1 Assessments.** The Board shall approve annual budgets of projected anticipated income and estimated expenses for each fiscal year. Each annual Assessment shall be due and payable in quarterly installments, in advance, to the Association, unless the Board determines that the installments shall be monthly. The Board shall have the power to levy Special Assessments against the Units.

**4.2 Delinquent Assessments.** Each installment of each Assessment which is not paid when due shall bear interest from the due date until paid at the maximum rate allowed by law and shall be subject to a late charge for each such installment which is not paid when due, in the maximum amount allowed by law. The Association shall be entitled to reasonable attorney fees for the collection of such Assessment, costs, interest and late charges.

**4.3 Assessment Collection.** The Association shall have a lien on each Condominium Parcel for any unpaid Assessments, interest, late charges, costs and attorney fees incident to the collection of such

**Assessments.** An Assessment shall also be and remain the personal responsibility of the Owner at the time the assessment became due. The Association may record a claim of lien among the public records of Manatee County, Florida to perfect its lien rights. Such claim of lien shall describe the Condominium Parcel, and shall set forth the name and address of the Association, the name of the record Owner, the amount due and the due dates. The lien shall continue in effect until all sums secured by the lien have been paid in full. The Association shall be entitled to foreclose such liens in the name of the Association in like manner as the foreclosure of a mortgage on real property. The Association shall also have all other remedies provided by the Condominium Act and all other applicable laws.

**4.4 Acceleration.** In the event any Assessment installment is not paid when due, the Association may accelerate the remaining payments due for the then current fiscal year by giving the defaulting Owner not less than ten days' notice of intent to accelerate.

**4.5 Mortgage Foreclosure.** When a first mortgagee obtains title to a Condominium Parcel as a result of foreclosure of the first mortgage or by acceptance of a deed in lieu thereof, such mortgagee shall not be liable for the share of Common Expenses or Assessments previously levied by the Association pertaining to such Condominium Parcel except as provided in the Condominium Act. Any Assessments which are not paid by the first mortgagee shall be deemed a Common Expense, collectible from all the Owners, including such first mortgagee, its successors and assigns.

**4.6 Certificate of Account.** Any Owner shall have the right to acquire from the Association a certificate showing the amount of unpaid Assessments against the Owner's Condominium Parcel. The holder of a first mortgage shall have the same right as to any Condominium Parcel upon which such holder has a lien. Any person other than the Owner who relies upon such certificate shall be protected thereby.

## **ARTICLE V Maintenance and Improvements**

**5.1 By Unit Owners.** The responsibility of a Unit Owner is as follows:

(a) To maintain in good condition and to repair and to replace all portions of the Unit Owner's Unit and all interior surfaces within the Unit (such as surfaces of the walls, floors and ceiling), and to maintain and to repair all glass, screen fabric, and screen frames (except for Lanai screen frames) enclosures, doors and locks, equipment, and fixtures within the boundaries of the Unit or Limited Common Elements (except for light fixtures in Patio, Balcony, Wood Porch, Storage Area and Entryway) and which serve only the Unit including, but not limited to, plumbing, shower pans, wiring, telephone and television fixtures, electrical equipment, wires, conduits, ducts, pipes, wiring, facilities for furnishing Utility Services, and appliances, and all air conditioners and compressors serving the Unit and the wiring and conduits associated with that equipment (all of which, wherever located, shall be deemed the personal property of the Unit Owner) and to pay for any utilities which are separately metered to the Unit;

(b) To maintain in good condition, repair and replace all sliding glass doors located within the Unit Owner's Unit or Limited Common Elements, including, but not limited to, the glass, rollers, roller assemblies, weather stripping and seals, tracks, track assemblies, guides, bumpers, locks, handles, and caulking. The Association shall reinstall existing

sliding glass or vinyl doors which are removed by the Association when it undertakes Lanai or Balcony structural work pursuant to Section 5.2(c) below;

(c) Not to make any alterations to the portions of the Unit to be maintained by the Association or in the Common Elements, including Limited Common Elements, or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of any Unit or the Common Elements, including Limited Common Elements or which, in the considered opinion of the Board of Directors, would detrimentally affect the appearance, function or maintenance of any Unit or Common Elements, including Limited Common Elements, without first obtaining the written consent of the Board of Directors, which consent the Board of Directors may withhold in its reasonable discretion;

(d) Not to paint or make any alteration, decoration, repair, replacement, or change of or on the Common Elements, including Limited Common Elements, or to the exterior or exterior appearance of any Unit, except the replacement of glass, screening, entry doors and locks with like or similar quality, type of material and which may include glass inserts and Association-approved colors, nor install any exterior lighting, fixtures, screen doors, balcony doors, hardware or similar items which are not consistent with the general architecture of the Condominium, without specific written approval of the Board of Directors, which approval the Board of Directors may withhold in its reasonable discretion;

(e) To maintain all window treatments and sliding door treatments visible from the exterior of a Unit, including draperies, mini-blinds, vertical blinds, valances and sheers in a white, ivory, or light beige color, or lined in white, ivory, or light beige, to present a uniform exterior appearance to the Condominium. Windows shall not be tinted except with the prior approval of the Board of Directors using a tint which meets the requirements established by the Board of Directors. No light reflective materials shall be placed on any window;

(f) Not to enclose a Lanai attached to the Unit Owner's Unit except with screen, glass or a clear, transparent non-glass material and only upon prior written approval of the Board of Directors, which approval the Board of Directors may withhold in its reasonable discretion; not to enclose an Entryway and/or Entryway Window except with wrought-iron material and screen and only upon prior written approval by the Board of Directors, which approval the Board of Directors may withhold in its reasonable discretion. A Wood Porch, Patio, or Balcony shall not be enclosed; the area under a Wood Porch shall not be enclosed:

1. Plans for any proposed enclosure must be submitted to the Board of Directors for approval. A Unit Owner shall not commence construction of a proposed enclosure until the Unit Owner's plans have been approved in writing by the Board of Directors, which approval the Board of Directors may withhold in its reasonable discretion. The Unit Owner is responsible for obtaining and properly displaying any required building permits for the enclosure. The Unit Owner is solely responsible for selecting the contractor to install the enclosure and assuring that the contractor has all required licenses.

2. The Unit Owner shall be solely responsible for all damages to the Unit Owner's Unit, to the Common Elements, including Limited Common Elements, or to any other Unit caused by the construction or resulting from the construction of an enclosure.

3. The Association expressly disclaims any warranty, whether expressed or implied, as to the construction and/or habitability of an enclosure of any Lanai or Entryway and/or Entryway Window. Any Unit Owner constructing an enclosure shall promptly reimburse the Association and the other Unit Owners for any loss or damage suffered by the Association or another Unit Owner as a proximate result of the Unit Owner having constructed the enclosure or having failed to timely maintain, repair, or replace it. If the Association is required to remove or replace a Lanai or Entryway and/or Entryway Window enclosure through no fault of a Unit Owner, the Association shall pay to remove and reinstall the enclosure in conjunction with such repair or replacement. However, if the enclosure may not be reinstalled for whatever reason, the Unit Owner shall be solely responsible for the costs associated with replacing the enclosure.

(g) Awnings and awning supports over Balconies shall be the responsibility of the Unit Owner to maintain, repair, remove, and/or replace such awnings and supports; new awnings and awning supports over Balconies shall be installed only upon prior written approval by the Board of Directors, which approval the Board of Directors may withhold in its reasonable discretion;

(h) To promptly notify the Association or its agents in writing of any defect or need for repairs for which the Association is responsible. If a Unit Owner fails to promptly notify the Association of a defect or need for repairs for which the Association is responsible, then the Unit Owner shall reimburse the Association for all damages which result from such delay;

1. If a Unit will be vacant for more than seven consecutive days, it is the responsibility of the Unit Owner to have the Unit inspected from time to time.

2. In the event that a Unit Owner hires or contracts for any of the Unit Owner's responsibilities contained in this Section to be performed by any person or firm, then such person or firm must be fully licensed as may be required by any governmental agency. It is the intent hereby that all work within the Condominium shall be done in a skillful and neat manner, and in a manner to protect and promote the safety of the Unit Owners and the consistency and attractiveness of the Condominium. The Board of Directors may determine from time to time, in its reasonable discretion, that certain persons or firms do not perform in such a way as to fulfill this intent and may prohibit Unit Owners from using such persons or firms by giving notice to all members.

(i) All second floor Units must be fully carpeted except for the kitchen, bathrooms, entrance foyer, and Lanai. All flooring in second floor Units must be sub-layered with sound reducing material such as, but not limited to, padding or cork. -Installation of any flooring other than carpet in the kitchen, bathrooms, entrance foyer, or Lanai of a second

floor Unit must receive the prior written approval of the Board of Directors, which approval the Board of Director may withhold in its reasonable discretion. No floor coverings of any kind shall be added to a Balcony or Wood Porch. Existing flooring on a Balcony or Wood Porch shall not be replaced. No whirlpool tubs, hot tubs or similar equipment shall be installed in a second floor Unit;

(j) All damage to the Common Elements or to other Units, including damage caused by work by a Unit Owner or the Unit Owner's contractor or agent shall be promptly repaired by the Unit Owner to the satisfaction of the Board of Directors, even if such damage is to a portion of the Common Elements or Units which would otherwise be maintained by the Association or another Unit Owner. If the Unit Owner fails to repair such damage promptly to the satisfaction of the Association upon written demand and after a reasonable opportunity to perform such repair (which shall not be less than 30 days), the Association shall have the right, but not the duty or obligation, to make the repairs and charge the cost thereof to the Unit Owner. Any such damage to the structural portions of a building shall be promptly repaired by the Association and the cost thereof assessed against the Unit Owner as in Section 5.3;

(k) To maintain all floor coverings installed by the Unit Owner or any predecessors in title on the unfinished upper surface of the Lanai or Balcony attached to the Unit Owner's Unit. As used herein, the term "floor coverings" shall include tile, paint, carpeting, marble, linoleum, Poly-pebble, "cool decks" and any other covering or coating applied or attached to the upper surface. The Association shall maintain, repair and replace any waterproofing membrane, if any, as a Common Expense. As used herein, the term "upper surface" shall mean the top exposed surface of the Lanai or Balcony. A second floor Unit Owner shall not install new floor coverings on the Lanai without prior written approval by the Board of Directors, which approval the Board of Directors may withhold in its reasonable discretion;

(l) To maintain and repair all floor coverings on the Patio area attached to the first floor Unit Owner's Unit. A first floor Unit Owner shall not install any new floor coverings on Patios without the prior written approval of the Board of Directors, which approval the Board of Directors may withhold in its reasonable discretion;

(m) Except as otherwise provided in Article 5.2 hereof, a Ground Floor Unit Owner is responsible for the landscaping and maintenance and replacement of all plants, trees and bushes in the Limited Common Elements known as "Privacy Gardens" which adjoin their Unit:

1. Ground Floor Unit Owners must obtain the prior written approval of the Board of Directors or its designee before planting any perennial plants, trees or bushes in a "Privacy Garden."
2. Planting of vegetables and fruit trees in the "Privacy Gardens" is prohibited.
3. Ground Floor Unit Owners must obtain prior written permission from the Board of Directors, which approval the Board of Directors may withhold in its reasonable discretion, before making alterations or improvements to the ground

slope drainage or making any other landscaping or material changes in those "Privacy Gardens."

4. The Ground Floor Unit Owner shall do nothing in those "Privacy Gardens" which may infringe or negatively affect the health and welfare of the Association members or the safety of the Condominium buildings or Units.

(n) A Unit Owner may plant flowers and shrubs on the Common Elements, including Limited Common Elements, only with the prior written consent of the Board of Directors;

(o) A Unit Owner may plant flowers or other plants and may place potted plants within a Common Element Courtyard, between a Courtyard and a driveway, in Privacy Gardens and within exterior planting boxes, only in compliance with rules and regulations adopted by the Board of Directors consistent with this Declaration, as well as the provisions hereof.

**5.2 By the Association.** The responsibility of the Association is as follows:

(a) To repair, maintain and replace all of the Common Elements, including Limited Common Elements (which shall include but not be limited to all wiring and plumbing and light fixtures located within the Common Elements, including Limited Common Elements, even if serving only one Unit, other than that of air conditioners and compressors as provided herein), property owned by the Association, and all other portions of the Condominium Property which are not the responsibility of the Unit Owners pursuant to Article 5.1 hereof;

(b) To maintain, repair, and replace the Limited Common Element Balconies and Wood Porches, including but not limited to waterproofing the Balconies, which are not the responsibility of the Unit Owners pursuant to Article 5.1 hereof;

(c) To maintain, repair, and replace the structural portions of the Unit's Lanai (including Lanai screen frames), Balcony, Patio, Wood Porch and Entryway. The Association shall be responsible for reinstalling Lanai screen frames and screen fabric when the Association undertakes Lanai structural work under this Section;

(d) The Board of Directors may, in its reasonable discretion, elect to also repair all damage caused by the Association's fulfillment of its maintenance and repair responsibilities, even if such damage is to a portion of the Condominium Property which would otherwise be maintained and repaired by a Unit Owner. However, if the Association damages floor coverings located on the Unit's Lanai, Balcony, Patio, or Entryway, the Association shall only be responsible for returning the floor to bare concrete with appropriate waterproofing. In the event the Association damages a Unit or Limited Common Element in the course of performing its maintenance and repair responsibilities, the Association shall repair the Unit or Limited Common Element to the same condition as originally constructed by the Developer, except that the Association shall not be responsible for painting, or applying any texture, pattern, wallpaper or any other material to a Unit's interior walls or ceilings or repairing or replacing any floor coverings or other Unit Owner-installed improvements;

(e) To maintain, repair, and replace all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of any and all Utility Services which are not the responsibility of the Unit Owner. All such facilities which serve the Common Elements or more than one Unit shall be the responsibility of the Association;

(f) To repair, maintain, and replace any and all facilities, landscaping, roadways, and other improvements located upon the Common Elements, except as otherwise provided;

(g) To trim and prune plantings in accordance with the standards and the schedules set by the Board of Directors;

(h) To maintain, repair and replace the underground irrigation system.

**5.3 Assessments for Repairs.** In the event a Unit Owner fails to properly maintain and repair the Unit Owner's Unit or Limited Common Elements that the Unit Owner is responsible for pursuant to this Declaration, then the Association, at the discretion of the Board of Directors, may make such repairs and do maintenance as it may deem necessary to properly maintain and/or repair that Unit and Limited Common Elements. The cost thereof shall be assessed against the Unit Owner and the Association shall have a common law lien against the Unit for that cost as provided in Article IV hereof.

**5.4 Governmental Requirements.** The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the specific property concerned.

**5.5 Limitation Upon Liability of Association.** Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements, water intrusion or related damage, other Unit Owners or persons.

**5.6 Alterations and Additions to Common Elements.** Material alterations or substantial additions to the Common Elements by the Association must be approved by the Unit Owners of no less than fifty-five percent (55%) of the Units.

## **ARTICLE VI General Restrictions**

**6.1 Signs.** No sign, advertising, or notice of any type, including "For Sale" and "For Rent" signs, shall be permitted on the Condominium Property except as follows:

(a) Building permits, if required by law, displayed during construction, provided the construction has been approved by the Board if such approval is required;

(b) "Open House" and "For Sale" signs provided for the sale of Units, subject to rules and regulations adopted by the Board;



(c) Signs installed by the Association and notices posted by the Association which provide identification, directions, or information.

**6.2 Exterior Antennas.** No antenna, aerial, satellite receiving dish, or other similar receiving apparatus whatsoever shall be placed, maintained, or constructed on the Common Elements or outside the boundaries of a Unit or the Limited Common Elements appurtenant thereto, except upon prior written approval of the Board of Directors.

**6.3 Garbage.** Proper provisions shall be made in connection with each Unit for the sanitary storage of garbage and for regular and frequent removal of the same. No garbage or rubbish shall be burned or buried within the Condominium property.

**6.4 Pets.** The following restrictions and limitations shall be applicable to all pets brought on the Condominium Property:

(a) The only pets permitted on the Condominium Property shall be dogs, cats, fish, and birds. The occupants of a Unit shall have no more than a total of two cats and/or dogs the combined weight at maturity of which shall not exceed 25 pounds. The actual weight of mature animals will be used in determining whether the occupants of a Unit are in compliance with this restriction. The projected weight of animals which have not reached maturity shall be determined by reference to guidelines established by the American Kennel Club. A cat or dog shall not be brought on the Condominium Property until the animal has been registered with the Association. However, pets owned by Guests (as defined in Article VI.6 hereof) are not required to be registered. The information required to register an animal shall be established pursuant to rules and regulations adopted by the Board which shall specifically include the breed of the animal, the current weight of mature animals, and the projected weight of animals which have not reached maturity, as determined in accordance with the provisions hereof. Pets owned by Guests shall be subject to all of the provisions of this Article VI.4(a) except registration, specifically including the weight limitations. However, the combined weight of pets owned by occupants of a Unit and Guests of that Unit may exceed 25 pounds, provided the total weight of all pets in a Unit does not exceed 50 pounds.

(b) All pets must either be on a leash or carried when outside a Unit. vaccination tags at all times while outside the Unit.

(c) All pet waste shall be immediately removed from the Condominium Property by the owner of the pet. Pet waste must be bagged and disposed of in a sanitary manner. Pet waste shall not be deposited in dumpsters, storm sewers, trash cans designated for landscape use, or garbage cans belonging to anyone other than the owner of the pet.

(d) Each Unit Owner shall be responsible for assuring that the occupants and Guests of the Unit fully comply with the requirements of this Paragraph 6.4. Pets which do not comply with the restrictions set forth in this Paragraph 6.4 or which create a nuisance must be removed from the Condominium Property.

(e) The Board shall have the right to adopt rules and regulations controlling maintenance and cleanliness of pets.

**6.5 Nuisances.** Owners, tenants, guests, invitees and family members shall not do or keep and shall not allow anything to be done or kept in a Unit, which will increase the insurance rates for the Unit, any other Unit, or the Common Elements. No activity or conduct shall be permitted on the Condominium Property which will obstruct or interfere with the rights of other residents, including unreasonable noises, odors, or otherwise. No Owner, tenant or occupant shall hang any laundry, garments, or other unsightly objects which are visible outside of the Unit. No Owner, tenant or occupant shall allow anything to remain in the common areas which would be unsightly or hazardous.

**6.6 Unit Use and Occupancy.** The use and occupancy of Units shall be in accordance with the following provisions:

(a) **Residential use.** Each Unit shall be used only as a single family residence.

(b) **Number of Occupants.** No more than four persons shall occupy a two-bedroom Unit, and no more than six persons shall occupy a three-bedroom Unit. Notwithstanding this limitation, more than four persons may occupy a two-bedroom Unit for up to 14 days during a calendar year, and more than six persons may occupy a three-bedroom Unit for up to fourteen (14) days during a calendar year. In no event shall this restriction be applied to deny housing to a family with children under 18 years of age in a manner which violates state or federal law.

(c) **Guests.** The following restrictions shall apply to all Guests on the Condominium Property. (As used herein, the term "Guest" shall mean a person who has a residence elsewhere and is temporarily occupying a Unit without payment of any consideration to the Owner.):

1. There shall be no limit on the length of time a Guest can occupy a Unit while the Owner or tenant of the Unit is present, subject to the occupancy limitations set forth in Article 6.6(b) hereof.

2. Guests shall not occupy a Unit for more than fourteen days during the calendar year when the Owner is not present. Tenants shall not permit anyone to occupy their Unit in their absence.

3. No more than four Guests shall occupy a two-bedroom Unit at any one time, and no more than six Guests shall occupy a three-bedroom Unit at any one time when the Owner is not present.

4. Persons under the age of 18 shall not be Guests in a Unit unless the Unit is also occupied by at least one person over the age of 18 who agrees to be responsible for the conduct of the Guest who is under the age of 18.

5. All Guests must comply with the provisions of this Declaration and the Association rules and regulations. The Owner or tenant of the Unit shall be responsible for the conduct of their Guests.

6. Guest registration shall be pursuant to rules and regulations adopted by the Board.

7. The Board shall have the right to adopt rules and regulations regulating the conduct of Guests and providing for the removal of Guests who do not comply with the provisions of this Declaration or the rules or regulations.

8. The Board shall have the right to create reasonable exceptions to the provisions set forth in this Article 6.6(c) as appropriate.

(d) **Unit Subdivision and Combination.** No Unit may be divided or subdivided into a smaller unit, nor shall any portion thereof be sold or otherwise transferred. Units shall not be combined or connected as a single residence, and Unit Owners shall not be permitted to create access between Units.

**6.7 Use of the Common Elements.** The Common Elements shall be used only for the purposes for which they are intended to be used and for no other purpose.

**6.8 Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

**6.9 Rules and Regulations.** Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board, provided the rules and regulations do not conflict with this Declaration or the Bylaws. All Owners agree to abide by the rules and regulations and Bylaws of this Condominium. Copies of all rules and regulations shall be made available by the Association to all Owners upon request.

**6.10 Unit Access.** The Board or its agent shall have the right to enter any Unit after reasonable advance notice at any reasonable time to determine compliance with this Declaration, the Bylaws, and the regulations of the Association and at any reasonable time to enter any Unit to maintain, alter, repair or protect any portion of the Common Elements and to enter any Unit at any time in case of any emergency originating in or threatening any part of the Condominium or any Unit or Units regardless of whether the Owner is present at the time of such emergency. The Owner of each Unit, if required by the Association, shall deposit a key to the Owner's Unit with the Association.

## **Article VII Vehicles and Parking**

**7.1 Registration of Vehicles.** All motor vehicles on the Condominium Property must have current license plates. The motor vehicles of all persons occupying a Unit other than Guests (as defined in Article VI.6(c) hereof) shall be registered with the Association. The Board shall adopt rules and regulations establishing the procedure which must be followed to register a vehicle. Each registered vehicle will be issued a vehicle identification sticker which shall be displayed as required by the rules and regulations. License plates and identification stickers are required for identification and security purposes. Motor vehicles operated by Guests occupying a Unit for two days or more will be issued a guest parking permit which must be prominently displayed while the vehicle is on the Condominium Property. Any motor vehicle on the Condominium Property which does not have a current license plate and does not display a properly issued identification sticker or guest parking permit, may be towed at the owner's expense.

**7.2 Parking in Carports and Guest Parking Spaces.** Each Unit has been assigned one covered parking space as set forth in Article 10.1 hereof. Only private noncommercial passenger vehicles may be parked in the covered parking spaces and guest parking spaces. Trucks (including any type of pick-up truck), trailers of any type, recreational vehicles, motor homes, campers, boats, vans (except standard size vans used as everyday passenger vehicles), and bicycles shall not be parked in covered parking spaces or guest parking spaces. Any vehicle which cannot be parked in a covered parking space or guest parking space without encroaching on an adjacent space must be parked in the oversize vehicle parking area within Phase 15 of the Condominium, as depicted on the Condominium Plat. The occupants of each Unit shall park no more than two motor vehicles in the covered parking spaces and the guest parking spaces. If the occupants of any Unit have more than two motor vehicles, the extra vehicle must be parked in the oversize vehicle parking area. Any motor vehicle belonging to an occupant of a Unit in Buildings 21, 22, 23, or 24 which will not be used for seven consecutive days must be parked in the covered parking space assigned to the occupant's Unit or in the oversize vehicle parking area.

**7.3 Use of Oversize Vehicle Parking Area.** The oversize vehicle parking area shall only be used for the temporary parking of vehicles in accordance with this Article 7.3 except for use by Unit Owners who purchased parking spaces in the oversize vehicle parking area from the Developer and vehicles parked in the oversize vehicle parking area pursuant to Article 7.2 hereof. Recreational vehicles, motor homes, campers, trailers, boats, and over-sized vans may be parked in the oversize vehicle parking area for a maximum of 72 hours. Pick-up trucks belonging to Guests may be parked in the oversize vehicle parking area for a maximum of seven consecutive days. No vehicle shall be parked in the oversize vehicle parking area without prior notification to the Association. Use of the oversize vehicle parking area shall be subject to rules and regulations adopted by the Board.

**7.4 Unattended and Inoperable Vehicles.** A motor vehicle shall not be left unattended on the Condominium Property for more than seven consecutive days unless a key to the vehicle is made available to either the Association or the occupant of another Unit. If the key is available to the Occupant of another Unit, the Association must be notified who has the key. The Association must also be notified of any vehicle which will be rendered intentionally inoperable by disconnecting the battery or otherwise. No inoperable vehicle shall be permitted on the Condominium Property except a vehicle which has been intentionally rendered temporarily inoperable by disconnecting the battery or otherwise. Vehicles which are not owned by an occupant of a Unit shall not be stored on the Condominium Property under any circumstances.

**7.5 General Parking and Vehicle Restrictions.** The following general restrictions shall apply to parking and vehicles on the Condominium Property:

- (a) Motor vehicles shall only be parked in designated parking areas on the Condominium Property; provided, however, maintenance vehicles used in the maintenance of the Condominium Property may be parked anywhere within the Maintenance Area.
- (b) Motorcycles, motor bikes, mopeds, and other two-wheeled motorized vehicles shall not be operated on the Condominium Property at any time.
- (c) Living in motor homes, campers, recreational vehicles, or other motor vehicles on the Condominium Property is prohibited.

- (d) Commercial vehicles shall only be permitted on the Condominium Property in conjunction with the repair, replacement, maintenance, or improvement of a Unit or the Common Elements or while actively providing other service to a Unit Owner or resident or to the Association. A commercial vehicle shall include any vehicle which has a sign or other business information on the exterior of the motor vehicle, including temporary signs, or which is otherwise evidently used for commercial purposes. This Subparagraph (d) shall not apply to maintenance vehicles used in the maintenance of the Condominium Property and parked in the Maintenance Area.
- (e) Backing into parking spaces is prohibited.
- (f) Motor vehicles which have altered exhaust systems or otherwise produce excessive noise are prohibited.
- (g) Washing motor vehicles on the Condominium Property is permitted provided the detergents, chemicals, and solvents used do not stain or damage the parking areas or Common Elements. Any damage caused to the parking areas or Common Elements by detergents, solvents, or chemicals shall be repaired at the cost of the Owner of the Unit occupied by the person who has caused the damage.
- (h) Any vehicle with a fluid leak shall be promptly repaired. Any damage to the parking areas or Common Elements caused by fluids leaking from a motor vehicle shall be repaired at the sole cost of the Owner of the Unit occupied by the owner of the vehicle which caused the damage.
- (i) Motor vehicles shall not be repaired on the Condominium Property.
- (j) If any vehicle, boat or trailer is parked (temporarily or permanently), maintained or stored on the Condominium Property in violation of the Declaration of Condominium or the Association Rules, then the Association's Board of Directors or its designated representative(s) may have the vehicle towed at the vehicles owner's sole expense, pursuant to the authority and procedures of Section 715.07, Florida Statutes.

## **ARTICLE VIII**

### **Unit Leases**

**8.1 Lease Provisions.** A Unit shall be leased only once in a twelve (12) month period and for not less than twelve (12) consecutive months. The Board shall have the right and power to impose rules and regulations relating to the leasing of Units including the adoption of a form lease for the Condominium. All tenants shall be bound by the provisions of this Declaration. In addition, any Owner who leases the Owner's Unit shall be responsible to the Association and to the other Owners for the conduct of any occupant of the Owner's Unit. Any Unit lease shall incorporate by reference the provisions of this Declaration and any rules and regulations adopted by the Board. The lease shall also include a provision giving the lessor the option to terminate the lease upon the failure of the lessee to comply with this Declaration or the rules and regulations adopted by the Board. Such determination may only be made at a public hearing held by the Board and to which both the tenant/lessee and the Owner/lessor receive not less than three days notice and have an opportunity to be heard. In the event any lease of a Unit shall fail to contain the provisions required herein, they shall be deemed to be hereby incorporated by reference and be a part of the lease.

**8.2 Insurance.** When a Unit is leased, either furnished or unfurnished, the Owner must provide to the Association proof of liability and casualty insurance on the Unit, which includes a rider for lease. The tenant applicant(s) must present proof of tenant insurance when signing the lease or within ten (10) days before occupying the Unit.

**8.3 Subleasing.** A Unit may not be sublet. No Unit Owner shall lease any portion of the Unit while the Unit Owner is in residence. Lessees may not permit anyone to use a Unit in the Lessee's absence.

**8.4 Eviction.** In the event a tenant violates any provision of this Declaration or of the Association rules and regulations, the Association may proceed against the Unit Owner to compel eviction of the tenant or may proceed directly to evict the tenant as agent of the Unit Owner, and if the latter, may recover all expenses of that action from the Unit Owner.

#### **ARTICLE IX** **Restrictions on Unit Sales, Transfers and Leases**

**9.1 Maintenance of Community Interests.** In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the sale, transfer or lease of a Unit by any Owner shall be subject to the following provisions so long as the Condominium exists and the Units in useful condition exist upon the land, which provisions each Unit Owner covenants to observe.

**9.2 Transactions Subject to Approval.** The following transactions shall be subject to approval:

(a) **Sale.** No Unit Owner may dispose of a Unit or any interest therein by sale without the approval of the Association, except to another Unit Owner.

(b) **Gift, Devise, or Inheritance.** If any Unit Owner shall acquire title by gift, devise, or inheritance or other means of transfer not herein set forth, the continuance of ownership of the Unit shall be subject to the approval of the Association.

(c) **Lease.** No Unit Owner may lease a Unit without the approval of the Association.

**9.3 Approval by Association.** The approval of the Association, which is required for the sale, transfer of ownership or lease of a Unit, shall be obtained in the following manner:

(a) **Notice to Association.**

(1) **Sale.** A Unit Owner intending to make a bona fide sale of a Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information as the Association may reasonably require. Such notice, if a sale, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. The term bona fide sale as used herein shall mean a sale to a proposed purchaser which purchaser qualifies under this Declaration, the Bylaws and Regulations of the Association for ownership of a Unit.

(2) **Gift, Devise or Inheritance; Other Transfers.** A Unit Owner who has obtained title to a Unit by gift, devise, or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquisition of title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.

(3) **Lease.** A Unit Owner intending to lease a Unit shall give to the Association notice of such intention, together with the name and address of the intended tenant, and such other information as the Association may reasonably require, as well as a copy of the proposed Unit lease and proof of insurance as required by Article 8.2 hereof.

(4) **Failure to Give Notice of a Sale or Transfer.** If the notice to the Association herein required of a Unit sale or transfer is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed in accordance with Article 9.4 hereof as if it had received the required notice on the date of such disapproval.

(5) **Failure to Give Notice of a Lease.** If the notice to the Association herein required of a Unit lease is not given, then the lease shall be void and the tenant shall vacate the Unit.

(b) **Certificate of Approval.** Within fourteen (14) days after receipt of such notice and information of a proposed Unit sale, transfer or lease as above set forth, the Association must either approve or disapprove the proposed transaction. If a sale or transfer is approved, the approval shall be stated in a certificate executed by an officer of the Association in recordable form and shall be delivered to the purchaser or Unit Owner and shall be recorded in the Public Records of Manatee County, Florida, at the expense of the purchaser or Unit Owner.

(c) **Approval of Corporate Owner or Purchaser.** Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, the approval of ownership by the corporation may be contingent on the requirement that all persons occupying the Unit be also approved by the Association.

**9.4 Disapproval by Association.** If the Association shall disapprove a sale, transfer or lease of a Unit, the matter shall be disposed of as follows:

(a) **Sale or Change of Ownership.** If the notice of sale given by the Unit Owner shall so demand, or if the Unit Owner giving notice has acquired title to the Unit by gift, devise, inheritance or in any other manner as referenced in Article 9.3(a)(3) hereof, then within thirty (30) days after receipt of such notice and information, the Association shall have the right to deliver or mail, by certified mail, to the Unit Owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

- (1) If the proposed transaction is a sale, purchaser shall have the option, to be stated in the agreement, to pay the price as stated in the disapproved contract to sell, or to pay the fair market value determined by arbitration.
- (2) If the Unit Owner has acquired title by gift, devise, inheritance, or in any other manner, the sale price shall be the fair market value determined by agreement between seller and purchaser within twenty days of the delivery or mailing of such agreement, and, in the absence of such agreement, by arbitration.
- (3) The purchase price shall be paid in cash.
- (4) The sale shall be closed within 90 days after the delivery or mailing of said agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is later.
- (5) If the Association shall fail to provide a purchaser as herein required or if a purchaser furnished by the Association shall default in the agreement to purchase, then notwithstanding the disapproval, the proposed transaction or changed ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Manatee County, Florida, at the expense of the purchaser or Unit Owner, as the case may be.

(b) **Lease.** The Association may disapprove a proposed Unit lease for reasons which may include, but need not be limited to a criminal record or other record of conduct which creates reasonable concern about the presence of the proposed tenant in the Condominium, financial problems which cause the Board to be concerned about payment of rent and therefore payment of assessments by the Owner, or delinquency by the Owner in the payment of assessments to the Association. If the Association disapproves a lease, the lease shall not be made.

**9.5 Unauthorized Transaction.** Any sale, transfer or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

**9.6 Exceptions.** The foregoing provisions of this Article shall not apply to a transfer to or purchase by an Institutional Mortgagee or holder of a purchase money mortgage which acquires its title as a result of foreclosure of a mortgage, or in lieu thereof whether the title is acquired by deed from the mortgagor, the mortgagor's successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by that mortgagee. Neither shall such provisions require the approval of a purchaser who acquires the title to a Condominium Parcel at a duly advertised public sale with open bidding which is provided by law such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

**9.7 Application Fees and Security Deposit.** The Association shall charge an application fee for all leases and sales of units in the maximum amount allowed by law. However, if the lease is a renewal with the same tenant(s), no application fee shall be charged. The Association may also elect to require a tenant to post a security deposit, in an amount not to exceed the equivalent of one month's rent, into an escrow account maintained by the Association in accordance with the



requirements of Chapter 83, Florida Statutes, which shall protect against damages to the Common Elements and Association Property.

## **ARTICLE X Parking Spaces**

**10.1 Assignment of Parking Space.** Each Unit has been assigned one covered parking space. The Association shall maintain a current list of the covered parking space assigned to each Unit. An assigned covered parking space shall be a Limited Common Element appurtenant to the Unit to which it is assigned. The Owner of each Unit shall have the exclusive right to use the covered parking space assigned to the Owner's Unit without separate charge by the Association, although nothing herein contained shall be construed as relieving such Owner from any portion of any Assessment for Common Expenses levied against the Owner's Unit, as herein provided, it being the intent that the cost of maintenance and administration of Limited Common Elements shall be included as part of the Common Expenses applicable to all Units for purposes of Assessments. Upon the conveyance of, or passing of title to, a Unit, the covered parking space assigned to the Unit shall pass as an appurtenance thereto in the same manner as the undivided interest in the Common Elements appurtenant to such Unit.

Unit Owners shall have the right to exchange the covered parking spaces assigned to their respective Units without the approval of the Association, provided one covered parking space remains assigned to each Unit. Any agreement to exchange covered parking spaces shall be in writing and shall be signed by all of the Owners of the Units involved in the exchange. A copy of the exchange agreement shall be promptly delivered to the Association. The Association may require the Owners to use a uniform exchange agreement. All unassigned parking spaces shall be designated as guest parking spaces. No guest parking spaces may be assigned to a Unit or otherwise transferred unless approved in the same manner as required to amend this Declaration provided in Article XVI.

A Unit Owner (including all Owners of the Unit if there is more than one) may grant written permission to the Owner, tenant or other occupant of another Unit to park in the Unit Owner's assigned parking space, provided that a copy of that written permission is filed with the Association.

**10.2 Guest Parking Spaces.** Guest parking spaces shall be part of the Common Elements and shall be under the control and jurisdiction of the Association, except that no guest parking space may be assigned to a Unit or otherwise transferred unless approved in the same manner as required to amend this Declaration, provided in Article 16.

**10.3 Mobile Homes, Campers, Trucks, Trailers and Boats.** Phase 15 shall provide, as a Limited Common Element, a limited number of parking spaces for mobile homes, campers, trucks, trailers, vans and boats. These spaces are identified, described and located on Exhibit A to the original Declaration as Recreational Vehicle Parking Areas. Use of the Recreational Vehicle Parking Areas shall be governed and controlled by the Association pursuant to Article 7.3 hereof.

**ARTICLE XI**  
**Patios and Wood or Concrete Balconies**

The patios attached to each first floor Unit and the balconies attached to each second floor Unit, both of which are identified, described and located on Exhibit A to the original Declaration, exist as Limited Common Elements. The Owner of a Unit shall have the exclusive right to the use of each patio or balcony, as the case might be, attached to the Owner's Unit without charge by the Association.

**ARTICLE XII**  
**Enforcement**

The Association shall have the power and authority to enforce the Declaration, the Bylaws, and the Rules and Regulations of the Association. Such power shall include the right to levy reasonable fines against a Unit for the failure of the Owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, Bylaws, or Rules and Regulations of the Association, in the manner provided in the Bylaws and in any applicable Rules and Regulations adopted by the Board. All attorney's fees and costs incurred by the Association to enforce the Declaration, Bylaws, or Rules and Regulations shall be recoverable from the violator and from the Owner of the Unit occupied by the violator, if the violator is not a Unit Owner.

**ARTICLE XIII**  
**Easements**

**13.1 Easements.** A nonexclusive perpetual easement is created for each Unit and its invitees and licensees for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same may from time to time exist upon the Common Elements of the Condominium, and for vehicular traffic over, through and across such portion of the Common Elements of the Condominium as may from time to time be paved and intended for such purposes and as further set forth in Article 13.4 hereof, but the same shall not give or create in any person the right to park upon any portions of the Condominium Property except those areas specifically assigned or permitted for same.

All Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachment no longer exists.

If the Condominium Property be destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for each said encroachments and the maintenance thereof shall exist.

**13.2 Utility Easements.** Utility easements have been granted to companies rendering Utility Services to this Condominium which shall have a perpetual nonexclusive easement over, across, under and through that portion of all of the common land areas of this Condominium which are not occupied by buildings or other structures, for the purpose of construction, installation, maintenance, repair and replacement of the utilities servicing this Condominium and for the purpose of reading meters in connection therewith. In the event it is necessary to disturb the

surface of the land for such purposes, the roadways, grass, landscaping and other improvements which are disturbed shall be reconstructed by the utility company so disturbing the same as soon as practicable to their prior condition as nearly as possible.

**13.3 Air Space.** An exclusive easement running with the land of the Condominium exists for the use of the air space occupied by a Condominium Unit as it exists at any particular time and as the Unit may lawfully be altered.

**13.4 Ingress and Egress.** Nonexclusive rights-of-way by vehicle or on foot in, to, over and upon the roads, drives, streets, driveways, walks, stairways and paths shown on any exhibit or any amendment as same may be initially located or as they may be built or relocated in the future, for all reasonable and usual purposes for which such roads, drives, streets, driveways, walks, stairways, and paths are commonly used, and to provide ingress to and egress from each Unit and all and singular the Common Elements and Limited Common Elements. This easement shall not be construed to grant or create the right or privilege to park any vehicle on any part of the Condominium not designated as a parking area. Specifically and without limitation, nonexclusive, perpetual, private rights-of-way are reserved to provide ingress to and egress from Phase 15 and Phase 16 as the same is described in Exhibit A attached to the original Declaration.

**13.5 Access Roads as Appurtenances.** The perpetual, nonexclusive easement and right-of-way for access, ingress and egress and utilities in and to all roadways as same are shown in Exhibit A (as attached to the original Declaration), shall form a part of the Common Elements and all such nonexclusive easements and rights-of-way for such purposes shall be appurtenances to each Unit and shall pass with the transfer of such Unit without being specifically mentioned.

#### **ARTICLE XIV Insurance**

**14.1 Liability.** The Association shall obtain and maintain liability insurance for the Association in such amounts as the Board may determine, from time to time, but under no circumstances shall the minimum amount of coverage for any single occurrence be less than \$1,000,000 for bodily injury and property damage. The master policies and all endorsements shall be held by the Association. Liability insurance shall include but not be limited to, hired automobile, non-owned automobile, legal liability resulting from lawsuits related to employment contracts in which the Association is a party, and insurance to cover liabilities of the Association or the Owners as a group to individual Owners. Each Owner shall be responsible for the purchasing of liability insurance for accidents occurring in the Owner's Unit and for the purchasing of insurance covering the Owner's personal property, and any other property insurance the Owner may wish to obtain.

**14.2 Additional Insurance and Fidelity Bonds.** The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association, in an amount no less than the maximum funds in the custody of the Association or its management agent at any one time. Persons who control or disburse funds of the Association includes without limitation those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association. The Association may also purchase additional insurance and/or bonds as it may, from time to time, determine to be necessary or desirable, including but not limited to

- (a) insurance to cover unpaid and uncollected Assessments
- (b) errors and omissions insurance to cover errors and omissions of the Board and officers of the Association, both individual and collective
- (c) workers' compensation insurance, and
- (d) any other insurance required by Institutional Mortgagees.

The Association shall bear the cost of such insurance and bonding as a Common Expense.

### **14.3 Damage and Destruction and Casualty Insurance.**

(a) **Owner.** Except as may be elsewhere provided, each Owner shall have a duty to repair and reconstruct the Owner's Unit in accordance with its original design. In the event an Owner shall fail to repair or reconstruct the Owner's Unit within a reasonable time, the Board may elect to either repair or reconstruct the Unit and the cost of such repair or reconstruction shall be both the personal obligation of the Owner and a lien upon the Unit.

(b) **Association.**

(1) The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, and Wind and Storm Insurance. These policies shall cover all of the Common Elements, those portions of the Units which the Association must insure as required by the Condominium Act and personal property owned by the Association, in and for the interest of the Association, all Owners and their approved first mortgagees, their successors and assigns, as their interest may appear, in an amount equal to the maximum insurable replacement value or the amount, if any, required by the collective mortgagees, their successors and assigns, whichever is greater, as determined annually by the Board, subject to reasonable deductibles. The premiums for such coverage and other expenses in connection with the purchase of said insurance shall be paid by the Association and charged as part of the Common Expenses. Deductibles shall be paid as provided in Article 14.3(b)(5) hereof. The Association shall place its insurance coverage with good and responsible companies authorized to do business in the State of Florida. The Board shall serve as Insurance Trustee.

(2) All policies purchased by the Association shall be for the benefit of the Association, all Owners, and their first mortgagees, their successors-and assigns, as their interests may appear. Such policies shall be deposited with the Board. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association. The Board is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

(3) No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless the same is a distribution made to Owners and their mortgagees.

(4) Every hazard insurance policy to protect the Condominium shall provide primary coverage for:

A. All portions of the Condominium Property located outside the Units;

B. The Condominium Property located inside the Units as such property was initially installed, or replacements thereof of like, kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the Unit was initially conveyed; and

C. All portions of the Condominium Property for which the Declaration of Condominium requires coverage by the Association.

Anything to the contrary notwithstanding, the terms "Condominium Property", "building", "improvements", "insurable improvements", "Common Elements", "Association Property", or any other term found in the Declaration of Condominium which defines the scope of property or casualty insurance, shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit's boundaries. The foregoing is intended to establish the property or casualty insurance responsibilities of the Association and those of the individual Unit Owner and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual Unit Owner.

(5) The Board shall have the duty to receive the proceeds from the casualty insurance policies held by the Association and shall hold such proceeds in trust for the Association, Owners, and any mortgagees under the following terms:

A. In the event a loss occurs to any improvement within one or more Units, without any loss to any improvements within the Common Elements, the Board shall immediately pay all proceeds received because of such loss directly to the Owners of the Units damaged and their approved first mortgagees, their successors and assigns, if any, as their interests may appear. It shall be the duty of these Owners to use such proceeds to effect necessary repairs to the damaged Unit. In such a case, the Owner of the damaged Unit shall be responsible for the insurance deductible, if any. If more than one Unit is damaged, the Owners of the damaged Units shall share the deductible equally. The Board, acting as Trustee, may act in its best judgment.

B. In the event that a loss totaling \$5,000 or less to improvements within one or more Units and to improvements within the

Common Elements, or to improvements only within the Common Elements, including Limited Common Elements, is incurred, the Board, upon receipt of any insurance proceeds, will promptly contract for the necessary repairs, replacement, and restoration of the improvements within the Common Elements, including Limited Common Elements, and within the damaged Units. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements, including the Limited Common Elements, but insufficient to repair all of the damage within the Units, the proceeds shall be applied first to completely repair the Common Elements, including the Limited Common Elements, and the balance of the funds shall be apportioned to repair improvements within Owners' Units in proportion to the loss sustained to improvements within said Units, as estimated by the insurance carrier, and the Owners owning interests in Units containing damaged improvements shall be responsible for the repair, replacement, and restoration of the individual Units. In such a case, the Association may pay the insurance deductible as a Common Expense, or split it equally with the owners of the damaged Units, at the option of the Board.

C. In the event of payments for losses not governed above, the Board shall hold all insurance proceeds in trust, and any and all other funds paid as hereinafter provided, and shall distribute the same in accordance with this subparagraph. The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(i) In the event the insurance proceeds are sufficient to cover all costs of repairs and replacements, the Board shall proceed with the completion of the necessary repairs and replacements;

(ii) In the event the deficiency between the estimated cost of repairs and replacements and the insurance proceeds is less than \$25,000, then the Board shall meet and shall determine the amount of and terms of an Capital Assessment against all of the Units and the Owners thereof to obtain the necessary funds to repair and to restore the Common Elements, including Limited Common Elements, and against individual Owners that portion of the deficiency attributable to the Owners' Unit. The Board shall levy such Assessment setting forth the date of payment of the Assessment, and the funds received shall be delivered to the Trustee and disbursed as provided herein; or

(iii) In the event the deficit between the estimated cost of repair and replacement and the insurance proceeds exceeds the sum of \$25,000 then in that event the Board shall order a membership meeting of the members of the Association held as rapidly as possible for the purpose of approving the amount of and the methods

and terms of a Capital Assessment proposed by the Board against Units and the Owners thereof so as to obtain the necessary funds to repair and replace the improvements. Upon approval of the amount of the Capital Assessment, the repairs to be made, and the Owners responsible therefore, by a majority of the membership, the Board shall immediately levy such Assessment and the funds received shall be disbursed as provided in the preceding paragraph.

D. In the event, after complete repair, replacement, and reconstruction, funds remain in the hands of the Board, such funds shall be placed in the general fund of the Association or refunded to individual Owners to the extent that an Owner has paid for repairs, replacement, and restoration attributable to their Unit in excess of the amount necessary to complete such repair, replacement, and restoration in excess of the amount paid by the Board. It shall be presumed, however, that the first funds disbursed in payment of repair, replacement, and reconstruction shall be from insurance proceeds; if there is a balance in the fund held by the Board after payment of all costs of repair, restoration, and reconstruction, such balance shall be distributed to the Owners in proportion to their contributions under Capital Assessments.

E. In the event the insurance proceeds are sufficient to pay for the cost of repair, replacement and reconstruction or in the event the insurance proceeds are insufficient but additional funds are raised by Assessment or any other manner within 90 days after the casualty, so that sufficient funds are on hand to fully pay for such repair, replacement and reconstruction, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan. Notwithstanding the foregoing the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged Unit in any of the following events:

- (i) Its mortgage is not in good standing and is in default.
- (ii) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

Further, all covenants contained herein are for the benefit of any mortgagee of a Unit and may be enforced by an approved first mortgagee.

F. In the event the Association suffers a casualty loss as a result of the negligence of an Owner or any third party, then the Association shall have the right, without limitation as to any other rights the Association may have hereunder or under applicable law, to recover from the negligent Owner or third party the amount of any loss which is not covered by insurance whether the non-coverage is due to a deductible clause or otherwise. In the event a Unit Owner suffers a casualty loss as a result of the negligence of another Unit Owner or any third party, the Owner of the damaged Unit shall have the right, without limitation as to any other rights such

Owner may have hereunder or under applicable law, to recover from the negligent Owner or third party the amount of any loss incurred by the Owner of the damaged Unit which is not covered by insurance, whether the non-coverage is due to a deductible clause or otherwise.

**14.4 Premiums and Deductibles.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by use other than a residence, misuse, occupancy or abandonment of a Unit or its appurtenances or the Common Elements by a Unit Owner shall be assessed against that Unit Owner. The Board may include reasonable deductibles on all of its insurance policies, as determined appropriate by the Board from time to time.

**14.5 Changes or Cancellation.** All insurance policies shall require the insurer to notify in writing the Association and each first mortgage holder named in the mortgage clause at least ten days before it cancels or substantially changes any insurance coverage.

**14.6 Casualty Insurance for Units.** Pursuant to the Condominium Act, the Association's casualty insurance policy does not provide coverage for certain improvements within the Units. Further, a fire or other casualty occurring within a Unit may cause damage to the Common Elements or to the other Units which is not fully insured by the Association or the Owners of the damaged Units. Failure to have insurance coverage to pay for such casualty damage could prove detrimental to the Association and to all of the Unit Owners within the Condominium. In consideration of the foregoing, each Unit Owner shall be required to continuously maintain casualty insurance for damage to the improvements within the Owner's Unit which are not covered by the Association's casualty insurance policy, and for damage caused to all real or personal property located within the boundaries of the Owner's Unit which is excluded from the coverage to be provided by the Association. (This coverage is or has been referred to as an HO-6 Policy.) Coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual Unit Owner providing such coverage shall be without rights of subrogation against the Association. The Board may adopt rules and regulations concerning the minimum amount of coverage required, maximum deductibles, and an appropriate procedure for the Association to obtain proof of coverage from each Unit Owner.

## **ARTICLE XV Institutional Mortgagee**

**15.1 Consents.** Mortgagees shall not be required to consent to or join in any amendments to this Declaration unless such amendments materially affect the rights or interests of the mortgagees, or is otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. If the joinder or consent of mortgagees is required by this Article, such joinder or consent may not be unreasonably withheld. In the event mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by an affidavit of the Association recorded among the Public Records of Manatee County, Florida.

**15.2 Notice.** Upon written request to the Association, identifying by name and address the Institutional Mortgagee, insurer or guarantor and identifying by number or address the Unit in question, any Institutional Mortgagee, insurer or guarantor will be entitled to written notice of: (a)



any condemnation or casualty loss that affects either a material portion of the Condominium or of the Unit securing its mortgage; (b) any sixty day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the mortgage; (c) a lapse, cancellation or material modification of an insurance policy or fidelity bond maintained by the Association; and (d) any proposed action that requires the consent of a specified percentage of mortgage holders.

## **ARTICLE XVI Amendments**

**16.1 Proposal of Amendment.** A resolution proposing amendments to this Declaration may be proposed in writing by either the Board or by any 25% of the members of the Association. The proposed amendments shall be voted on at a meeting of the Association which may be called either by the Board or the proposing members. The meeting shall be called by written notice thereof sent to all members at least 14 days prior to the meeting. Notice of the subject matter of a proposed amendment shall be included in the notice of the meeting.

**16.2 Approval of Amendment.** Except as elsewhere provided, such approval must be either by:

(a) not less than two-thirds of the votes of the entire membership of the Board and by not less than 51% of the votes of the entire membership of the Association; or

(b) not less than 95% of the votes of the entire membership of the Association.

**16.3 Proviso.** No amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses of the Condominium and owns the Common Surplus of the Condominium unless the record Owner of the Unit and all record owners of liens thereon join in the execution of the amendment.

**16.4 Execution and Recording.** A copy of each amendment shall be attached to a certificate executed by the president and secretary of the Association, witnessed and notarized, certifying that the amendment was duly adopted. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of Manatee County, Florida.

## **ARTICLE XVII Termination**

**17.1** The Condominium may be terminated only by the unanimous consent of all of the members of the Association and all parties holding first mortgages on any Units, in which event, the termination of the Condominium shall be by such plan as may be then adopted by the members and mortgage holders. Such plan shall be in writing and signed by all of said members and mortgage holders and shall be recorded in the Public Records of Manatee County, Florida.

**17.2 Construction.** In the event it is determined in the manner elsewhere provided that the Condominium buildings shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

**17.3 Shares of Owners After Termination.** Upon termination, the Condominium Property shall be owned by the Owners as provided in the Condominium Act and the respective mortgagees shall hold liens as therein provided.

**ARTICLE XVIII**  
**Miscellaneous**

**18.1 Uniform Plan.** The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Operation of a Condominium.

**18.2 Captions.** The captions used in this Declaration of Condominium are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration.

**18.3 Acceptance by Unit Owners and Association.** Each Unit Owner and the Association shall be governed by and shall comply with the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws and the rules and regulations of the Association as they may exist from time to time.

**18.4 Partition.** No Unit Owner shall bring, or have any right to bring, any action for partition or division of the Condominium Property, except in the event of termination of the Condominium plan of ownership.

**18.5 Severability.** The invalidity, in whole or in part of provision of this Declaration, the Articles of Incorporation or Bylaws of the Association shall not affect the validity of the remaining portion thereof.

# EXHIBIT "A"

961814

**VIZCAYA**  
**A CONDOMINIUM**  
 PHASES 1,2,3,4,5,7,9,12,13,15,16

SEC. 16 B.22, TWP. 36S., RGE. 17E.  
 MANATEE COUNTY, FLORIDA

EXHIBIT "A"

**UNIT BOUNDARIES**

EACH UNIT SHALL CONSIST OF THAT PART OF THE BUILDING AND IMPROVEMENTS CONTAINING THE UNIT THAT LIES WITHIN THE UNIT BOUNDARIES, AS HEREIN DEFINED, AND AS PICTURED ON THE SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION.

**UPPER AND LOWER BOUNDARIES**

THE UPPER AND LOWER BOUNDARIES OF EACH UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.

**UPPER BOUNDARY**

THE HORIZONTAL PLANE OF THE UNDEVELOPED FINISHED CEILING.

**LOWER BOUNDARY**

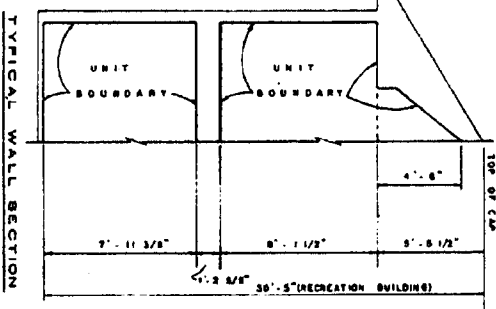
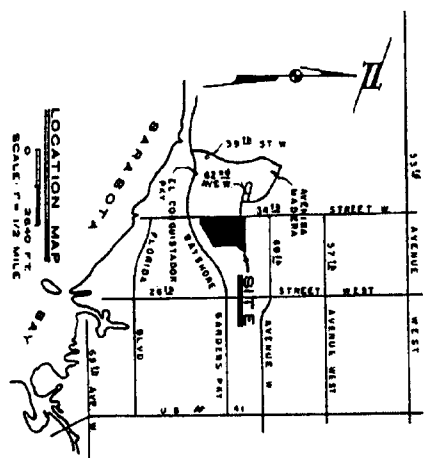
THE HORIZONTAL PLANE OF THE UNDEVELOPED FINISHED FLOOR.

**PERIMETRICAL BOUNDARIES**

THE PERIMETRICAL BOUNDARIES OF EACH UNIT SHALL BE THE VERTICAL PLANES OF THE UNDEVELOPED FINISHED INTERIOR SURFACE OF THE WALLS BOUNDING THE UNIT, EXTENDED TO THEIR INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.

LEGAL DESCRIPTION (OVERALL)  
 FROM THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING ALSO THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 15, TWP. 36 S. R. 17 E. WITH BEARING MEASURED TO GRID NORTH, THE WESTERLY CORNER OF THE WESTERLY CORNER OF THE WESTERLY CORNER OF THE SAID S.W. 1/4. A DISTANCE OF 42.00 FEET TO THE EAST RIGHT OF WAY LINE OF 34TH STREET WEST AND THE POINT OF BEGINNING; THENCE, ALONG SAID RIGHT OF WAY LINE TWO COURSES, V12: N 00° 26' 16" E, A DISTANCE OF 0.51 FEET TO A RIGHT OF WAY P.I.; AND OF THE WEST LINE OF THE SAID S.W. 1/4 OF SECTION 15, A DISTANCE OF 30.59 FEET; THENCE S 88° 52' 58" E, PARALLEL WITH THE SOUTH LINE OF THE SAID S.W. 1/4 OF SECTION 15, A DISTANCE OF 1246.85 FEET TO THE WEST LINE OF BAYSHORE VILLAGE CONDOMINIUM, I, A CONDOMINIUM, AS RECORDED IN COMMISSIONER BOOK 10, PAGE 171, 5 00' 24" 08" W ALONG SAID WEST LINE, A DISTANCE OF 0.83 FEET TO THE WESTERLY OUTLINE OF BAYSHORE ESTATES SUBDIVISION, AS RECORDED IN PLAT BOOK 19, PAGE 131, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, ALONG SAID WESTERLY OUTLINE THENCE S 72° 12' 54" W, A DISTANCE OF 159.83 FEET; AND S 17° 47' 04" E, A DISTANCE OF 718.82 FEET TO THE NORTHEASTLY OUTLINE OF BAYSHORE CANDLES SECTION 32, AS RECORDED IN PLAT BOOK 17, PAGE 34, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, ALONG SAID OUTLINE AND ALONG THE NORTHERLY OUTLINE OF BAYSHORE CANDLES SECTION 31, AS RECORDED IN PLAT BOOK 17, PAGE 32, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A DISTANCE OF 1717.70 FEET; THENCE N 89° 32' 11" W, ALONG THE NORTHERLY OUTLINE OF SAID BAYSHORE CANDLES SECTION 31, A DISTANCE OF 3478.00 FEET; THENCE N 00° 26' 16" E, ALONG SAID RIGHT OF WAY LINE AND PARALLEL WITH AND 42.00 FEET EAST OF THE WEST LINE OF THE SAID S.W. 1/4, A DISTANCE OF 1247.73 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 15 AND 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 31.32 ACRES, MORE OR LESS.



- NOTES:
1. DIMENSIONS REFERRED TO GRID NORTH OR THE WEST SCENE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM.
  2. IMPROVEMENTS WITHIN THE COMMON ELEMENTS, SUCH AS, SLOPE, SHALL BE LIMITED TO WATER MAINS, WATER LINES, SANITARY SEWERS, STORM DRAINAGE, SIDEWALKS AND TREES HAVE NOT BEEN LOCATED.
  3. ELEVATIONS HEREON ARE BASED ON MANATEE COUNTY BRONCH MARK, DISC IN CENTER LINE OF MERIDIAN OF BAYSHORE CANDLES SECTION 31, TWP. 36 S., R. 17 E., CORNER LINE OF 34TH STREET WEST, ELEVATION = 111.13.
  4. DRAINAGE AND FLOWAGE CASUALTY MOVING AND LOCATIONS ARE SUBJECT TO CHANGE TO REFLECT AS-BUILT CONDITIONS, AND ARE SUBJECT TO FUTURE OBSERVATIONS.

ZOLLER & NALLAR ENGINEERING, INC.  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA

DATE OF SURVEY: 8/19/24  
 TITLE: SURVEY FOR CONDOMINIUM PHASES 1, 2, 3, 4, 5, 7, 9, 12, 13, 15, 16  
 PROJECT NO. 2404

**SURVEYOR'S CERTIFICATE**

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE PROPOSED CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED, TOGETHER WITH THE WORDING OF THE DECLARATION OF CONDOMINIUM, RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS DESCRIBED, AND FURTHER THAT FROM THE SUBJECT MATTER THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF EACH UNIT AND THE COMMON ELEMENTS. (THIS CONDOMINIUM IS NOT COMPLETE AT THIS TIME.)

**VIZCAYA**  
A CONDOMINIUM

PHASES 1,2,3,4,5,7,9,12,13,15,16  
IN  
SEC. 15 & 22, TWP. 55S., RGE. 17E.  
MANATEE COUNTY, FLORIDA  
EXHIBIT "A"

**LEGAL DESCRIPTION (PHASE 3)**

FROM THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING ALSO THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 15, NOW S 89° 32' 58" E, WITH BEARINGS REFERRED TO GRID NORTH OF THE WEST SIDE OF THE STATE PLANE COORDINATE SYSTEM ALONG THE WEST LINE OF THE SAID S.W. 1/4, A DISTANCE OF 42.00 FEET TO THE EAST SIGHT OF THE WEST LINE AND PARALLEL, WITH AN 42.00 FEET EAST OF THE POINT OF BEGINNING; THENCE S 42° 00' 00" E, A DISTANCE OF 212.06 FEET; THENCE N 86° 00' 00" E, A DISTANCE OF 184.66 FEET; THENCE S 04° 00' 00" E, A DISTANCE OF 175.00 FEET; THENCE N 69° 23' 47" W, A DISTANCE OF 21.17 FEET TO THE ABOVE DESCRIBED EAST SIGHT OF THE WEST LINE OF THE SAID S.W. 1/4, A DISTANCE OF 42.00 FEET EAST OF THE WEST LINE AND PARALLEL, WITH AN 42.00 FEET EAST OF THE POINT OF BEGINNING. LYING AND BEING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 2.35 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION (PHASE 4)**

FROM THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING ALSO THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 15, NOW S 89° 32' 58" E, WITH BEARINGS REFERRED TO GRID NORTH OF THE WEST SIDE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM ALONG THE WEST LINE OF THE SAID S.W. 1/4, A DISTANCE OF 42.00 FEET TO THE EAST SIGHT OF THE WEST LINE AND PARALLEL, WITH AN 42.00 FEET EAST OF THE POINT OF BEGINNING; THENCE S 42° 00' 00" E, A DISTANCE OF 212.06 FEET; THENCE N 86° 00' 00" E, A DISTANCE OF 184.66 FEET; THENCE S 04° 00' 00" E, A DISTANCE OF 175.00 FEET; THENCE N 69° 23' 47" W, A DISTANCE OF 21.17 FEET TO THE ABOVE DESCRIBED EAST SIGHT OF THE WEST LINE OF THE SAID S.W. 1/4, A DISTANCE OF 42.00 FEET EAST OF THE WEST LINE AND PARALLEL, WITH AN 42.00 FEET EAST OF THE POINT OF BEGINNING. LYING AND BEING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 1.86 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION (PHASE 5)**

FROM THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING ALSO THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 15, NOW S 89° 32' 58" E, WITH BEARINGS REFERRED TO GRID NORTH OF THE WEST SIDE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM, ALONG THE WEST LINE OF THE SAID S.W. 1/4, A DISTANCE OF 42.00 FEET TO THE EAST SIGHT OF THE WEST LINE AND PARALLEL, WITH AN 42.00 FEET EAST OF THE POINT OF BEGINNING; THENCE S 42° 00' 00" E, A DISTANCE OF 212.06 FEET; THENCE N 86° 00' 00" E, A DISTANCE OF 184.66 FEET; THENCE S 04° 00' 00" E, A DISTANCE OF 175.00 FEET; THENCE N 69° 23' 47" W, A DISTANCE OF 21.17 FEET TO THE ABOVE DESCRIBED EAST SIGHT OF THE WEST LINE OF THE SAID S.W. 1/4, A DISTANCE OF 42.00 FEET EAST OF THE WEST LINE AND PARALLEL, WITH AN 42.00 FEET EAST OF THE POINT OF BEGINNING. LYING AND BEING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 2.16 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION (PHASE 1)**

FROM THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING ALSO THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 15, NOW S 89° 32' 58" E, WITH BEARINGS REFERRED TO GRID NORTH OF THE WEST SIDE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM ALONG THE WEST LINE OF THE SAID S.W. 1/4, A DISTANCE OF 42.00 FEET TO THE EAST SIGHT OF THE WEST LINE AND PARALLEL, WITH AN 42.00 FEET EAST OF THE POINT OF BEGINNING; THENCE S 42° 00' 00" E, A DISTANCE OF 212.06 FEET; THENCE N 86° 00' 00" E, A DISTANCE OF 184.66 FEET; THENCE S 04° 00' 00" E, A DISTANCE OF 175.00 FEET; THENCE N 69° 23' 47" W, A DISTANCE OF 21.17 FEET TO THE ABOVE DESCRIBED EAST SIGHT OF THE WEST LINE OF THE SAID S.W. 1/4, A DISTANCE OF 42.00 FEET EAST OF THE WEST LINE AND PARALLEL, WITH AN 42.00 FEET EAST OF THE POINT OF BEGINNING. LYING AND BEING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 3.38 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION (PHASE 2)**

FROM THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING ALSO THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 15, NOW S 89° 32' 58" E, WITH BEARINGS REFERRED TO GRID NORTH OF THE WEST SIDE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM ALONG THE WEST LINE OF THE SAID S.W. 1/4, A DISTANCE OF 42.00 FEET TO THE EAST SIGHT OF THE WEST LINE AND PARALLEL, WITH AN 42.00 FEET EAST OF THE POINT OF BEGINNING; THENCE S 42° 00' 00" E, A DISTANCE OF 212.06 FEET; THENCE N 86° 00' 00" E, A DISTANCE OF 184.66 FEET; THENCE S 04° 00' 00" E, A DISTANCE OF 175.00 FEET; THENCE N 69° 23' 47" W, A DISTANCE OF 21.17 FEET TO THE ABOVE DESCRIBED EAST SIGHT OF THE WEST LINE OF THE SAID S.W. 1/4, A DISTANCE OF 42.00 FEET EAST OF THE WEST LINE AND PARALLEL, WITH AN 42.00 FEET EAST OF THE POINT OF BEGINNING. LYING AND BEING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 0.71 ACRES, MORE OR LESS.

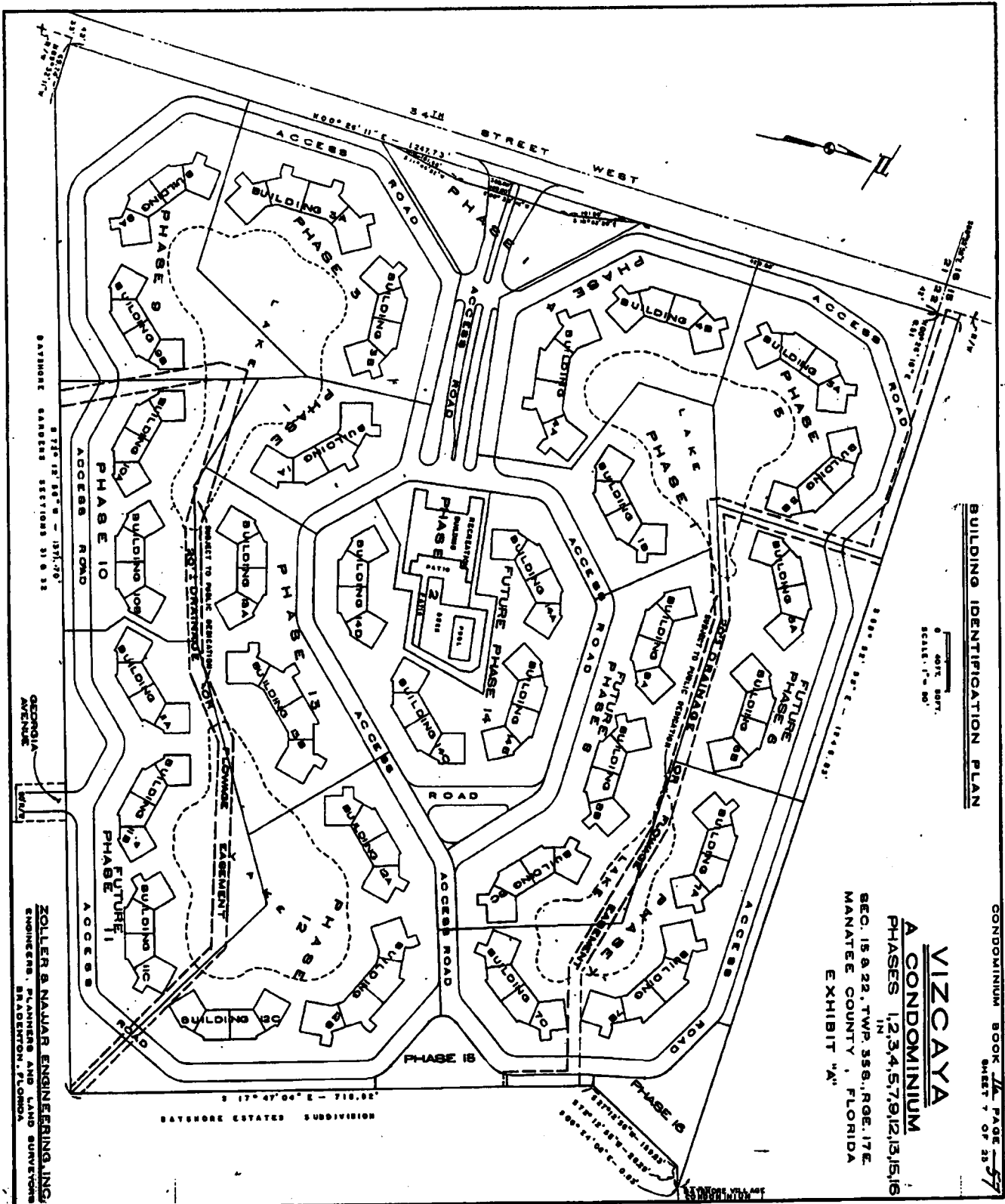












BUILDING IDENTIFICATION PLAN

6" = 40 FT. HORIZ.  
SCALE: 1" = 80'

CONDOMINIUM BOOK 1A PAGE 57  
SHEET 7 OF 25

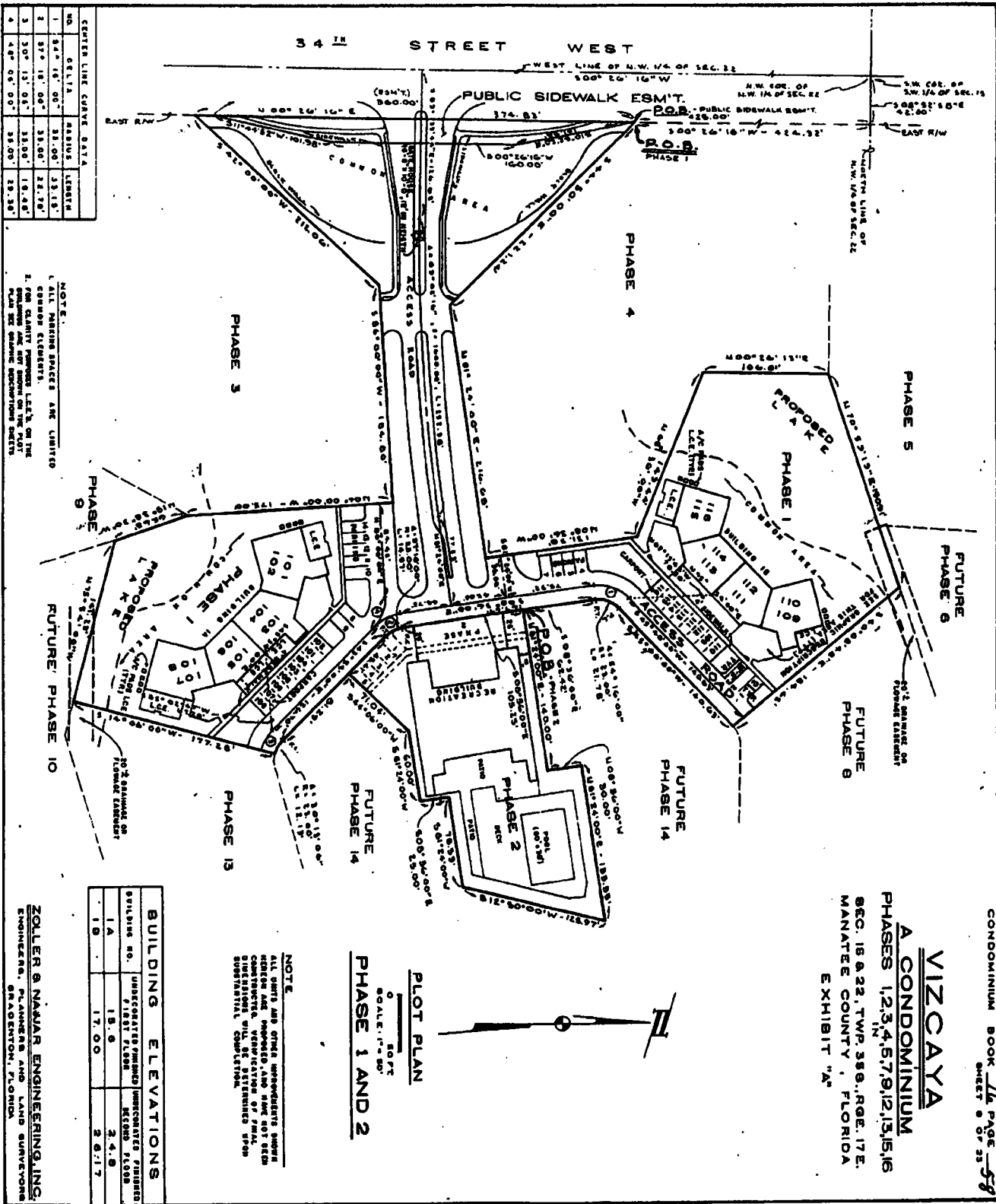
**VIZZAYA**  
**A CONDOMINIUM**  
IN  
PHASES 1,2,3,4,5,7,9,12,13,15,16  
SEC. 15, 9, 22, TWP. 35S., RGE. 17E.  
MANATEE COUNTY, FLORIDA  
EXHIBIT "A"

ZOLLER & NAYLOR ENGINEERING, INC.  
ENGINEERS, PLANNERS AND LAND SURVEYORS  
BRADENTON, FLORIDA

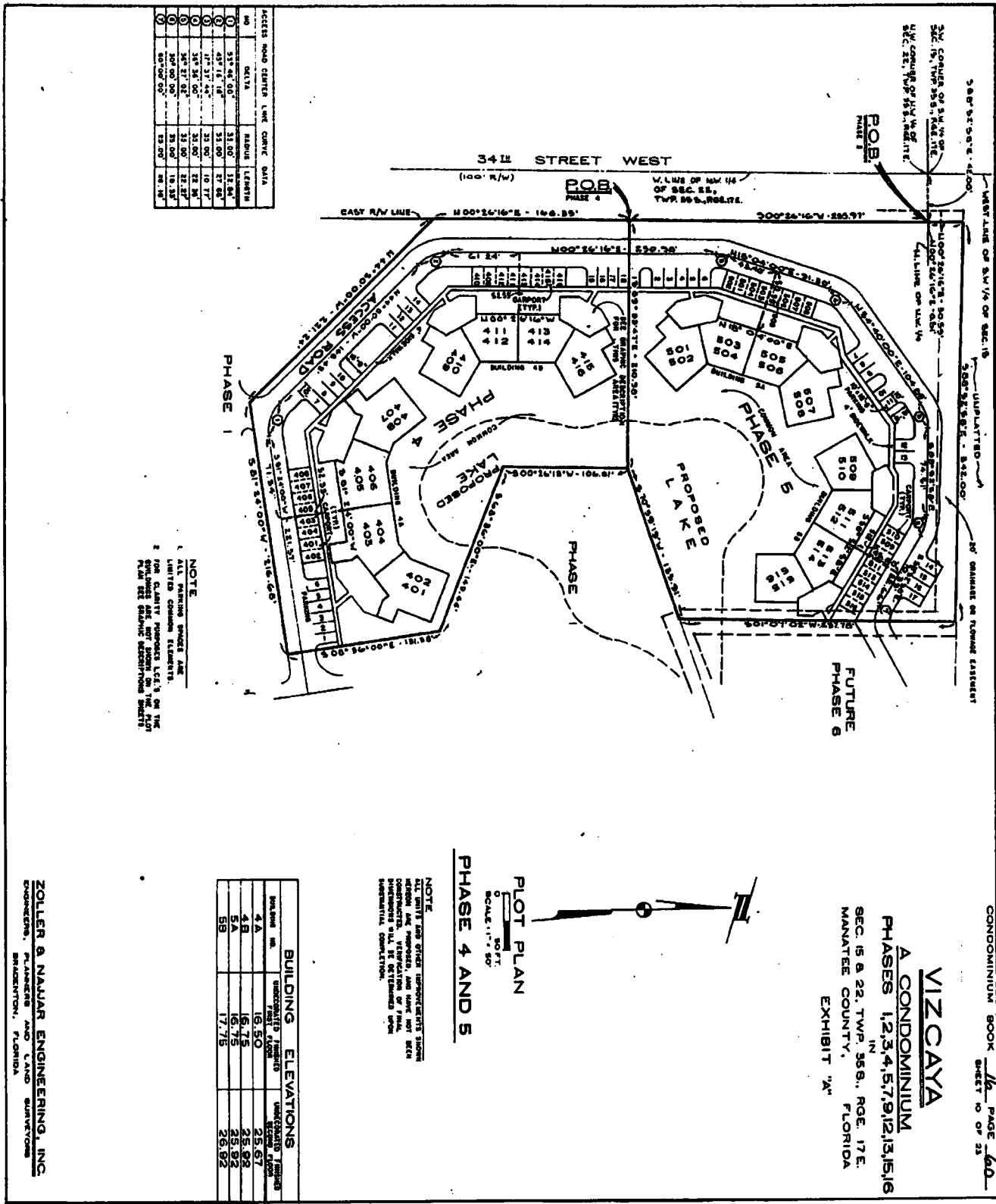
8 710' 12" 56" W - 1371.70'  
BAYSHORE GARDENS SECTIONS 31 & 32

GEORGIA AVENUE

BAYSHORE ESTATES SUBDIVISION







ACCESS ROAD CENTER LINE CURVE DATA

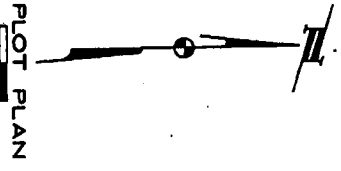
NO.	DELTA	ADIUS	LENGTH
1	337° 46' 00"	31.00'	37.84'
2	43° 16' 18"	33.00'	37.88'
3	37° 31' 44"	23.00'	10.77'
4	38° 35' 00"	25.00'	32.38'
5	26° 22' 52"	22.00'	22.27'
6	27° 02' 00"	23.00'	18.23'
7	80° 02' 00"	12.50'	20.16'

NOTE  
 1. ALL PARKING SPACES ARE LIMITED COMMON ELEMENTS.  
 2. FOR CLARITY PURPOSES LEG'S ON THE PLAN SET BEING RESERVATION RIGHTS.

BUILDING ELEVATIONS

BUILDING NO.	UNDERMINED FLOOR ELEVATION	UNDERMINED FINISHED FLOOR ELEVATION
4A	16.50	25.67
4B	16.75	25.92
5A	16.75	25.92
5B	17.75	26.92

NOTE  
 ALL LIMITS AND OTHER DIMENSIONS SHOWN HEREON ARE PROPOSED, AND HAVE NOT BEEN SURVEYED. ALL DIMENSIONS SHALL BE IN ACCORDANCE WITH THE SUBMITTAL SPECIFICATIONS.



CONDOMINIUM BOOK 16 PAGE 60  
 SHEET NO. OF 35

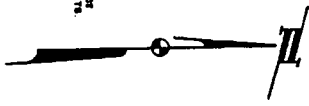
**VIZZCAYA**  
**A CONDOMINIUM**  
 PHASES 1, 2, 3, 4, 5, 7, 9, 12, 13, 15, 16  
 SEC. 15 & 22, TWP. 35 S., RGE. 17 E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "X"

ZOLLER & NAJAR ENGINEERING, INC.  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 TAMPA, FLORIDA



**VIZCAYA**  
**A CONDOMINIUM**  
 PHASES 1,2,3,4,5,7,9,12,13,15,16  
 IN  
 SEC. 16 & 22, TWP. 35 S., RGE. 17 E.,  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**NOTE**  
 1. ALL FINISH WALLS AND  
 FLOOR FINISHES SHALL BE  
 PER LOCALITY APPROVED L.E.D. OR THE  
 PLAN SET SHOWN DESCRIPTION SHEETS.



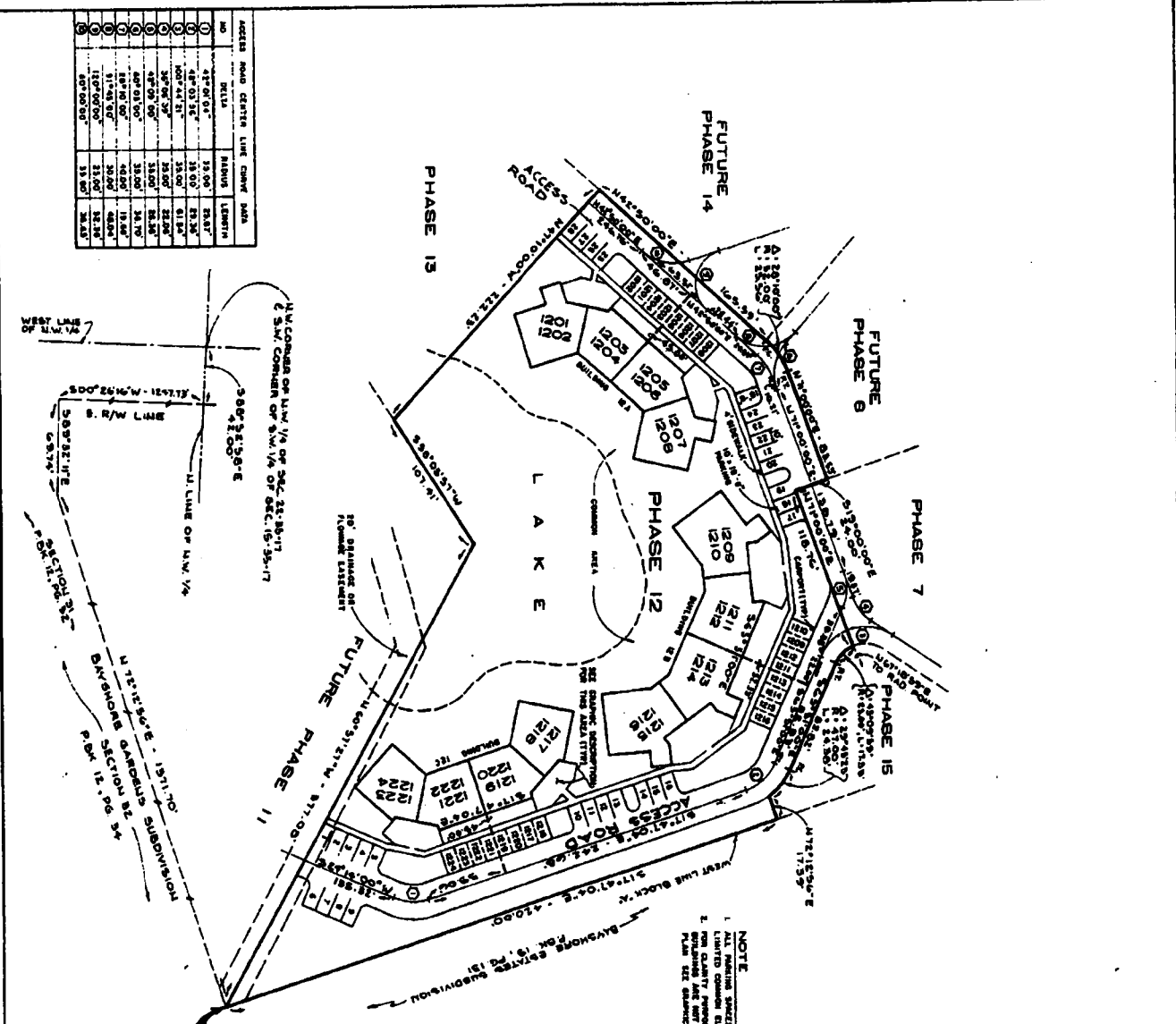
**PLOT PLAN**  
 SCALE: 1" = 50'  
**PHASE 12**

**NOTE**  
 ALL FINISH WALLS AND FLOOR FINISHES SHALL BE PER LOCALITY APPROVED L.E.D. OR THE PLAN SET SHOWN DESCRIPTION SHEETS.

BUILDING NO.	FINISH FLOOR	FINISH ELEVATION
12A	17.80	26.97
12B	18.30	27.47
12C	18.60	27.77

**P.O.B.**  
 POINT OF BEGINNING  
 BAYSHORE STATES SUBDIVISION  
 T.M. 17, 181

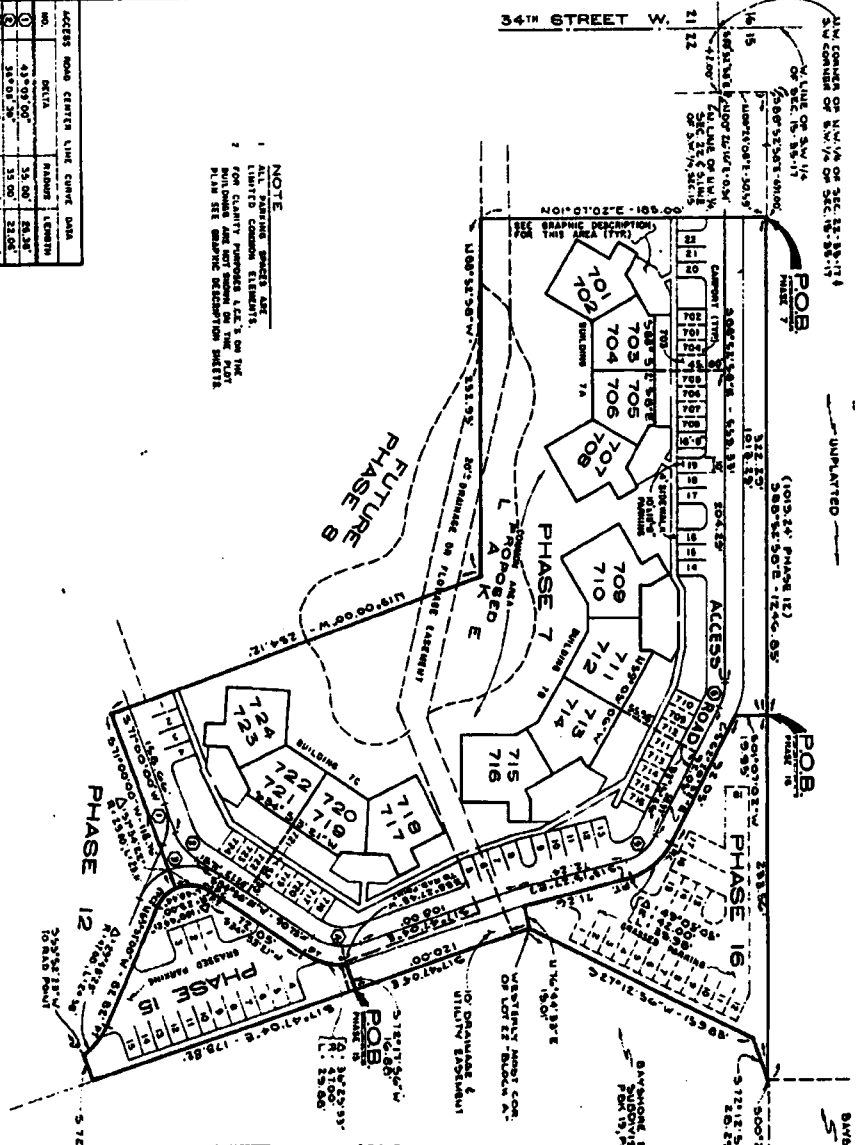
**ZOLLER & NAJAR ENGINEERING, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 TAMPA, FLORIDA



NO.	ACRES	ROAD CENTER LINE	CHANG DATA
1	0.00	18.00'	18.00'
2	0.00	18.00'	18.00'
3	0.00	18.00'	18.00'
4	0.00	18.00'	18.00'
5	0.00	18.00'	18.00'
6	0.00	18.00'	18.00'
7	0.00	18.00'	18.00'
8	0.00	18.00'	18.00'
9	0.00	18.00'	18.00'
10	0.00	18.00'	18.00'
11	0.00	18.00'	18.00'
12	0.00	18.00'	18.00'
13	0.00	18.00'	18.00'
14	0.00	18.00'	18.00'
15	0.00	18.00'	18.00'
16	0.00	18.00'	18.00'
17	0.00	18.00'	18.00'
18	0.00	18.00'	18.00'
19	0.00	18.00'	18.00'
20	0.00	18.00'	18.00'
21	0.00	18.00'	18.00'
22	0.00	18.00'	18.00'
23	0.00	18.00'	18.00'
24	0.00	18.00'	18.00'
25	0.00	18.00'	18.00'
26	0.00	18.00'	18.00'
27	0.00	18.00'	18.00'
28	0.00	18.00'	18.00'
29	0.00	18.00'	18.00'
30	0.00	18.00'	18.00'
31	0.00	18.00'	18.00'
32	0.00	18.00'	18.00'
33	0.00	18.00'	18.00'
34	0.00	18.00'	18.00'
35	0.00	18.00'	18.00'
36	0.00	18.00'	18.00'
37	0.00	18.00'	18.00'
38	0.00	18.00'	18.00'
39	0.00	18.00'	18.00'
40	0.00	18.00'	18.00'
41	0.00	18.00'	18.00'
42	0.00	18.00'	18.00'
43	0.00	18.00'	18.00'
44	0.00	18.00'	18.00'
45	0.00	18.00'	18.00'
46	0.00	18.00'	18.00'
47	0.00	18.00'	18.00'
48	0.00	18.00'	18.00'
49	0.00	18.00'	18.00'
50	0.00	18.00'	18.00'

CONDOMINIUM BOOK 16, PAGE 63  
 SHEET 13 OF 28

**VIZCAYA**  
**A CONDOMINIUM**  
 PHASES 1,2,3,4,5,7,9,12,13,15,16  
 IN  
 SEC. 15 & 22, TWP. 35 S., RGE. 17 E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"



**NOTE**  
 ALL PARTIAL SPACES ARE LIMITED COMMON ELEMENTS.  
 FROM QUANTITY PROVIDED FOR THE PLAN SET SHOWN IN THESE SHEETS.  
 PLAN SET SHOWN IN THESE SHEETS.

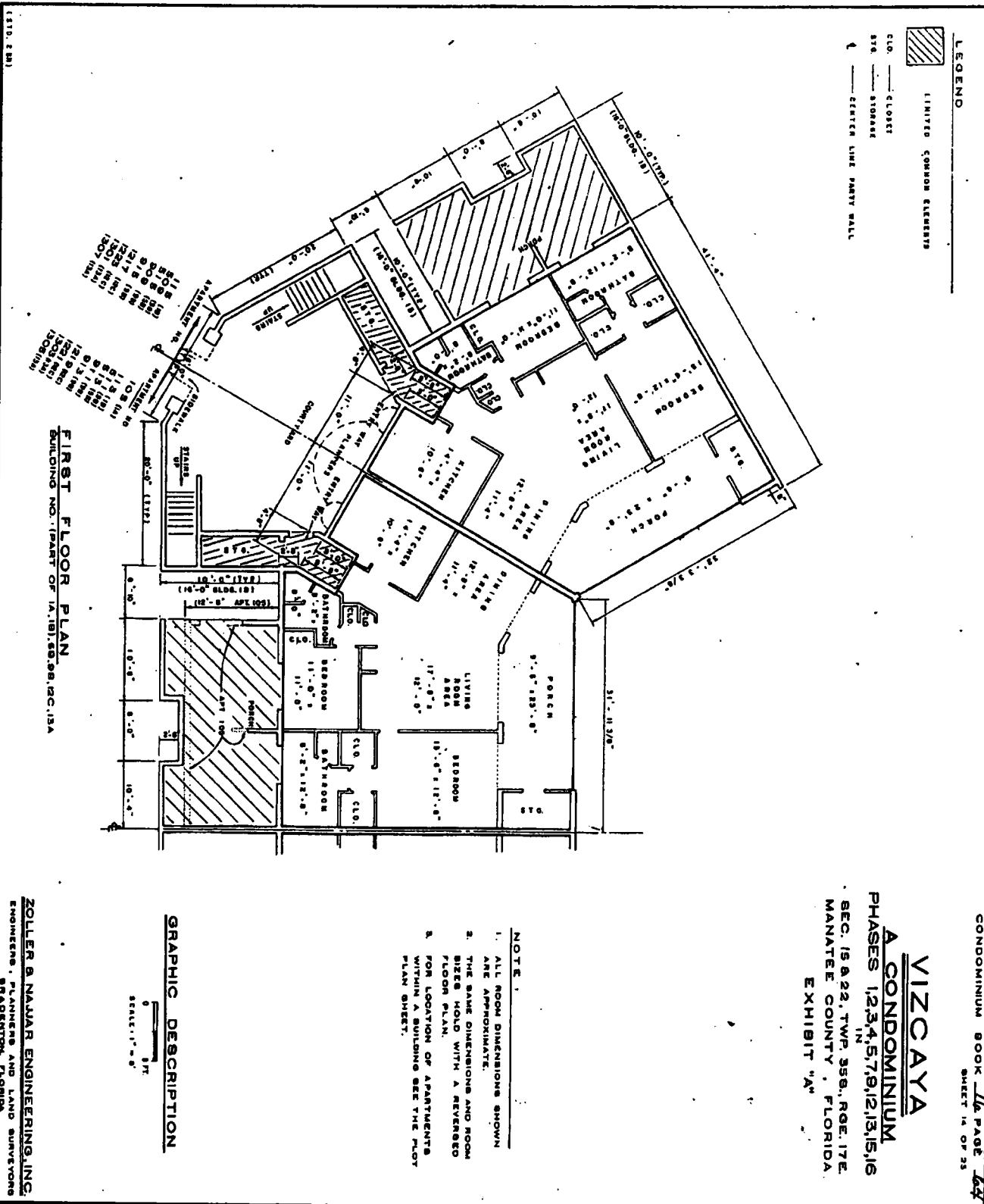
BUILDING ELEVATIONS		
BUILDING NO.	HIGHEST FINISHED FLOOR	HIGHEST FINISHED ROOF
7A	18.00	27.17
7B	18.75	27.92
7C	18.65	27.82

**ACCESS ROAD CENTER LINE CURVE DATA**

NO.	DATA	RAVING	LENGTH
1	43° 02' 00"	53.00'	83.28'
2	51° 02' 30"	53.00'	112.00'
3	100° 44' 30"	53.00'	81.34'
4	51° 40' 30"	53.00'	82.80'
5	48° 04' 00"	53.00'	82.80'
6	28° 31' 30"	53.00'	18.27'

**ZOLLER & NAJJAR ENGINEERING, INC.**  
 ENGINEERS,  
 PLANNING AND LAND SURVEYORS  
 BRADENTON, FLORIDA





LEGEND

- LIMITED COMMON ELEMENTS
- CLOSET
- STORAGE
- CENTER LINE PARTY WALL

FIRST FLOOR PLAN  
 BUILDING NO. (PART OF 1A, 1B1, 5B, 5B, 12C, 13A)

CONDOMINIUM BOOK 16 PAGE 24  
 SHEET 14 OF 25

**VIZCAYA**  
**A CONDOMINIUM**  
 PHASES 1, 2, 3, 4, 5, 7, 8, 12, 13, 15, 16  
 IN  
 SEC. 15, 22, TWP. 35S., RGE. 17E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

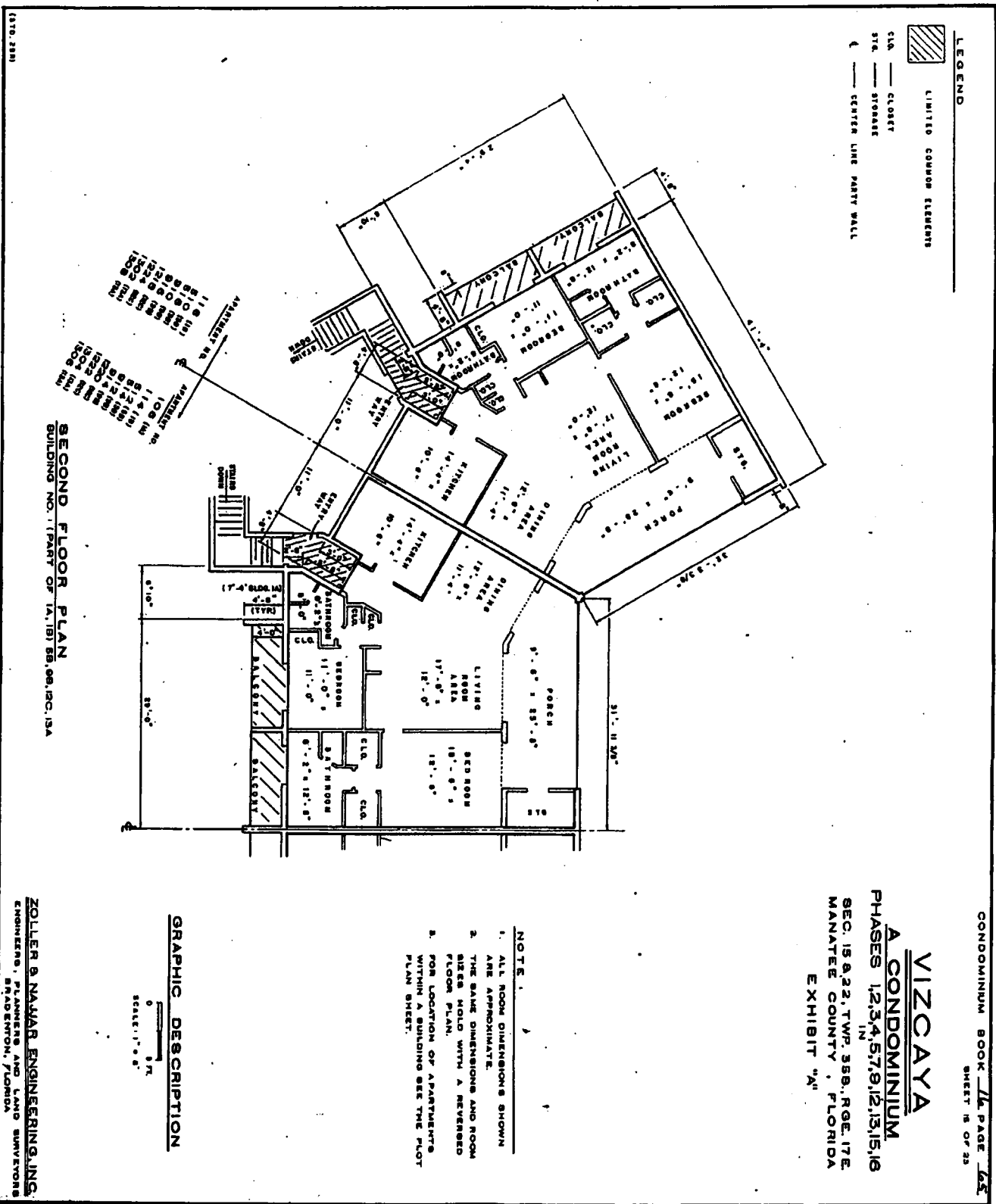
NOTE:

1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE FLOOR PLAN SHEET.





GRAPHIC DESCRIPTION

SCALE: 1/8" = 1'-0"

ZOLLER & NAVAR ENGINEERING, INC.  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA



LEGEND

-  LIMITED COMMON ELEMENTS
-  CLOSET
-  STORAGE
-  CENTER LINE PARTY WALL

CONDOMINIUM BOOK 14 PAGE 45  
 SHEET 18 OF 23

**VIZCAYA**  
**A CONDOMINIUM**  
 PHASES 1,2,3,4,5,7,9,12,13,15,16  
 SEC. 15, 22, TWP. 35S, RGE. 17E  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

NOTE:  
 1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.  
 2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.  
 3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.

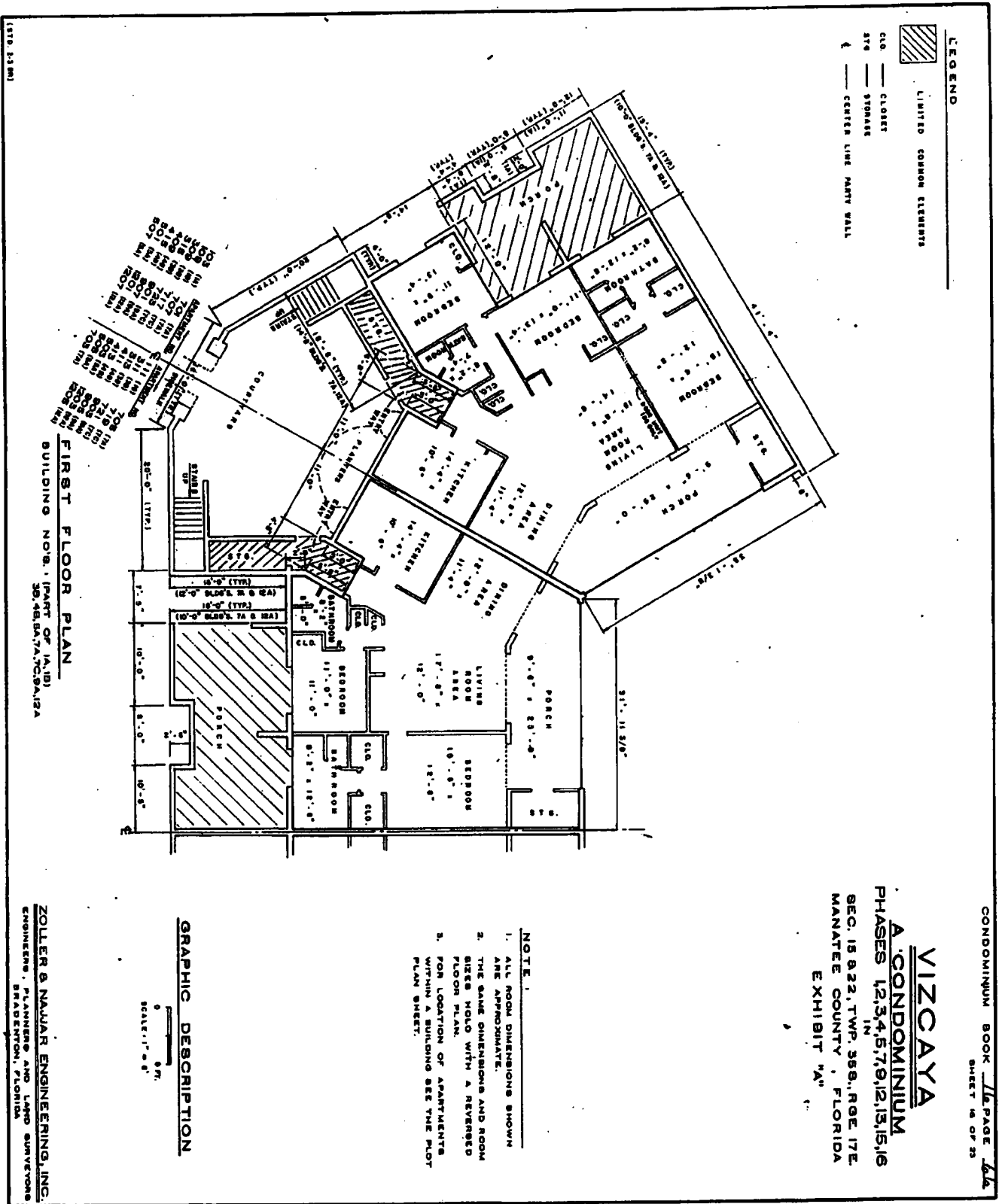
GRAPHIC DESCRIPTION







SECOND FLOOR PLAN  
 BUILDING NO. 1 (PART OF 1A, 1B) SB, 08, 09, 13A

ZOLLER & NAVAR ENGINEERING, INC.  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA

1370, 2881



**LEGEND**

-  LIMITED COMMON ELEMENTS
-  CLOSET
-  STORAGE
-  CENTER LINE PARTY WALL

**FIRST FLOOR PLAN**  
 BUILDING NO. 8 (PART OF 1A, 1B)  
 30-48-BAYATA, C&A, 12A

CONDOMINIUM BOOK *16* PAGE *64*  
 SHEET 16 OF 25

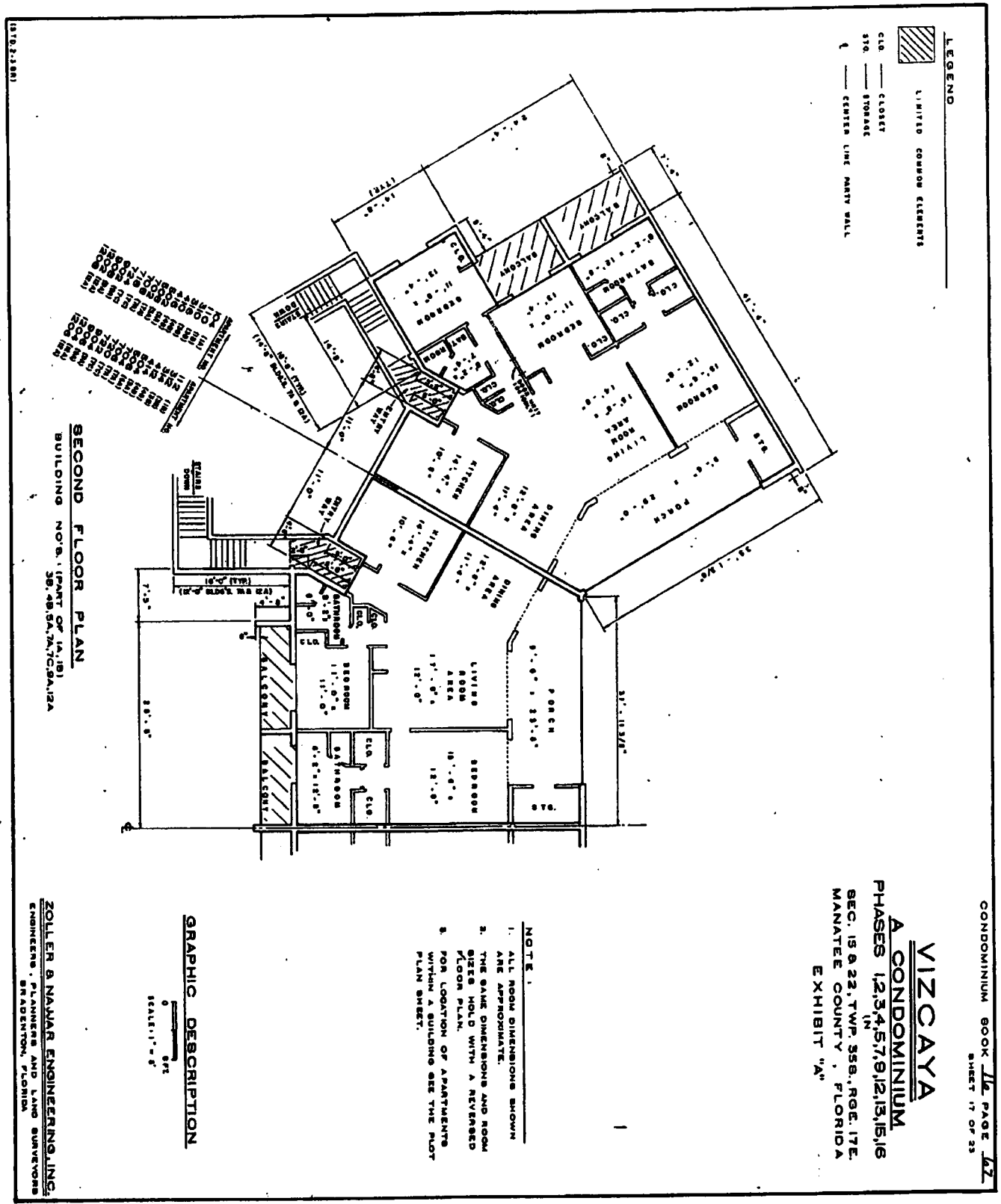
**VIZCAYA**  
**A CONDOMINIUM**  
 PHASES 1, 2, 3, 4, 5, 7, 9, 12, 13, 15, 16  
 IN  
 SEC. 15, 22, TWP. 35S, RGE. 17E,  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

- NOTE:**
1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
  2. THE GAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
  3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.





**GRAPHIC DESCRIPTION**



**ZOLLER & NAWAR ENGINEERING, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 1000 W. GULF BLVD., SUITE 100  
 TAMPA, FLORIDA 33606



**LEGEND**

-  LIMITED COMMON ELEMENTS
-  CLOSET
-  STORAGE
-  CENTER LINE PARTY WALL

**SECOND FLOOR PLAN**  
 BUILDING NO. 8, (PART OF 1A, 1B)  
 39.48, 5A, 7A, 7C, 8A, 12A

CONDOMINIUM BOOK *16* PAGE *62*  
 SHEET 17 OF 23

**VIZCAYA**  
**A CONDOMINIUM**  
 PHASES 1, 2, 3, 4, 5, 7, 9, 12, 13, 15, 16  
 (IN)  
 SEC. 15 & 22, TWP. 55S, RGE. 17E,  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**NOTE:**

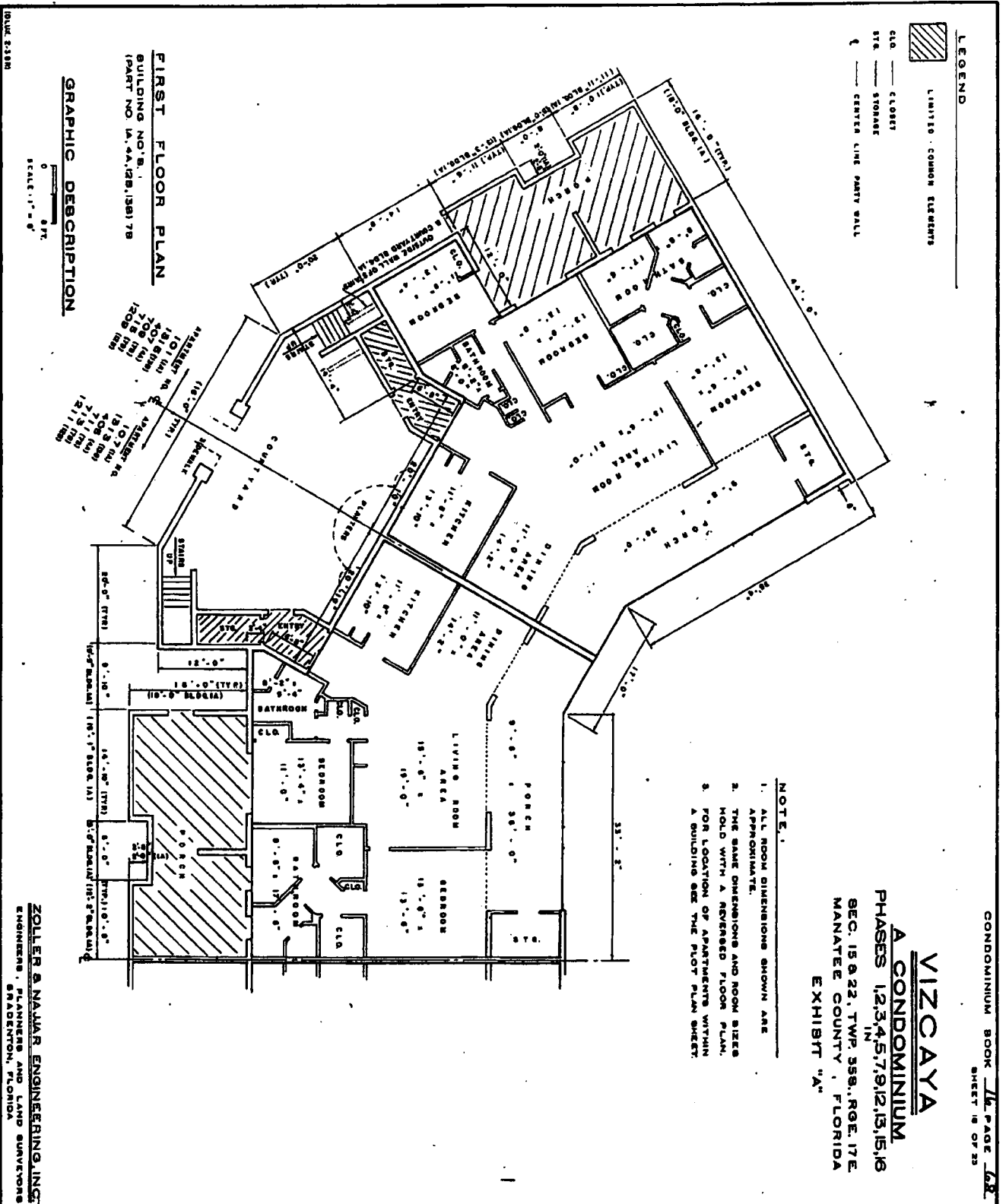
1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.

**GRAPHIC DESCRIPTION**

SCALE: 1/8" = 1'-0"

**ZOLLER & NAWAR ENGINEERING, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA

(1018.2.2.001)



**LEGEND**  
 LIMITS - COMMON ELEMENTS  
 CLOSET  
 STORAGE  
 CENTER LINE PARTY WALL

**FIRST FLOOR PLAN**  
 BUILDING NO. 'B'  
 (PART NO. 1A, 1A, 12B, 12B) 7B

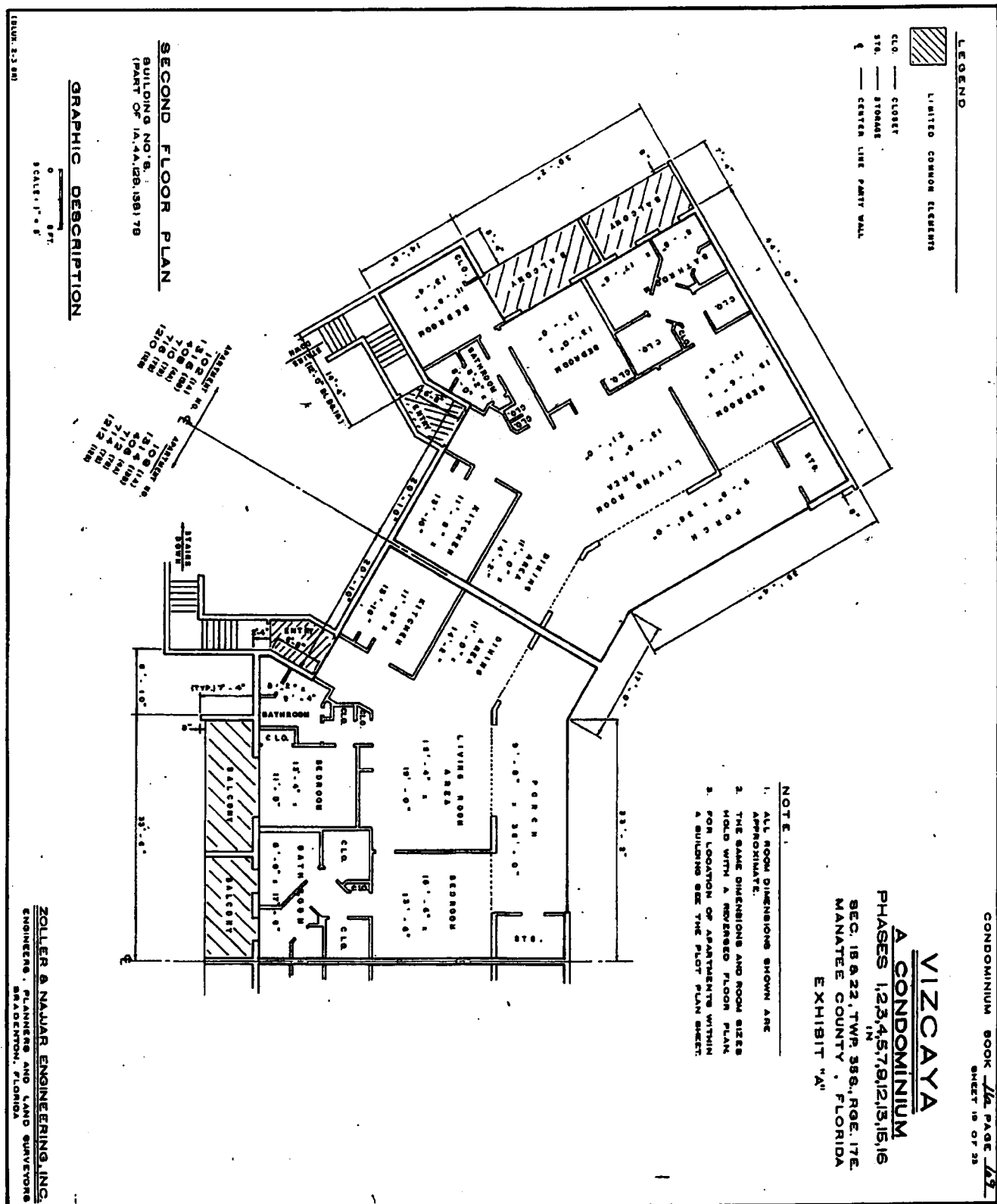
**GRAPHIC DESCRIPTION**  
 SCALE: 1" = 8'  
 DATE: 11/18/2020

**NOTE:**  
 1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.  
 2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.  
 3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.

**VIZCAYA**  
**A CONDOMINIUM**  
 PHASES 1,2,3,4,5,7,9,12,13,15,16  
 IN  
 SEC. 15 & 22, TWP. 35S., RGE. 17E  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

CONDOMINIUM BOOK 16 PAGE 68  
 SHEET 18 OF 23

**ZOLLER & NAJAR ENGINEERING, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA



CONDOMINIUM BOOK 162 PAGE 153  
 SHEET 18 OF 25

**VIZCAYA**  
**A CONDOMINIUM**  
 PHASES 1,2,3,4,5,7,9,12,13,15,16  
 SEC. 18, 22, TWP. 38S., RGE. 17E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

- NOTE:
1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
  2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
  3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.





**LEGEND**  
 LIMITED COMMON ELEMENTS  
 CLO. CLOSET  
 STO. STORAGE  
 CENTER LINE PARTY WALL

**GRAPHIC DESCRIPTION**  
 SCALE: 1/8" = 1'-0"  
 0 1 2 3 4 5 6 7 8 9 10  
 FEET

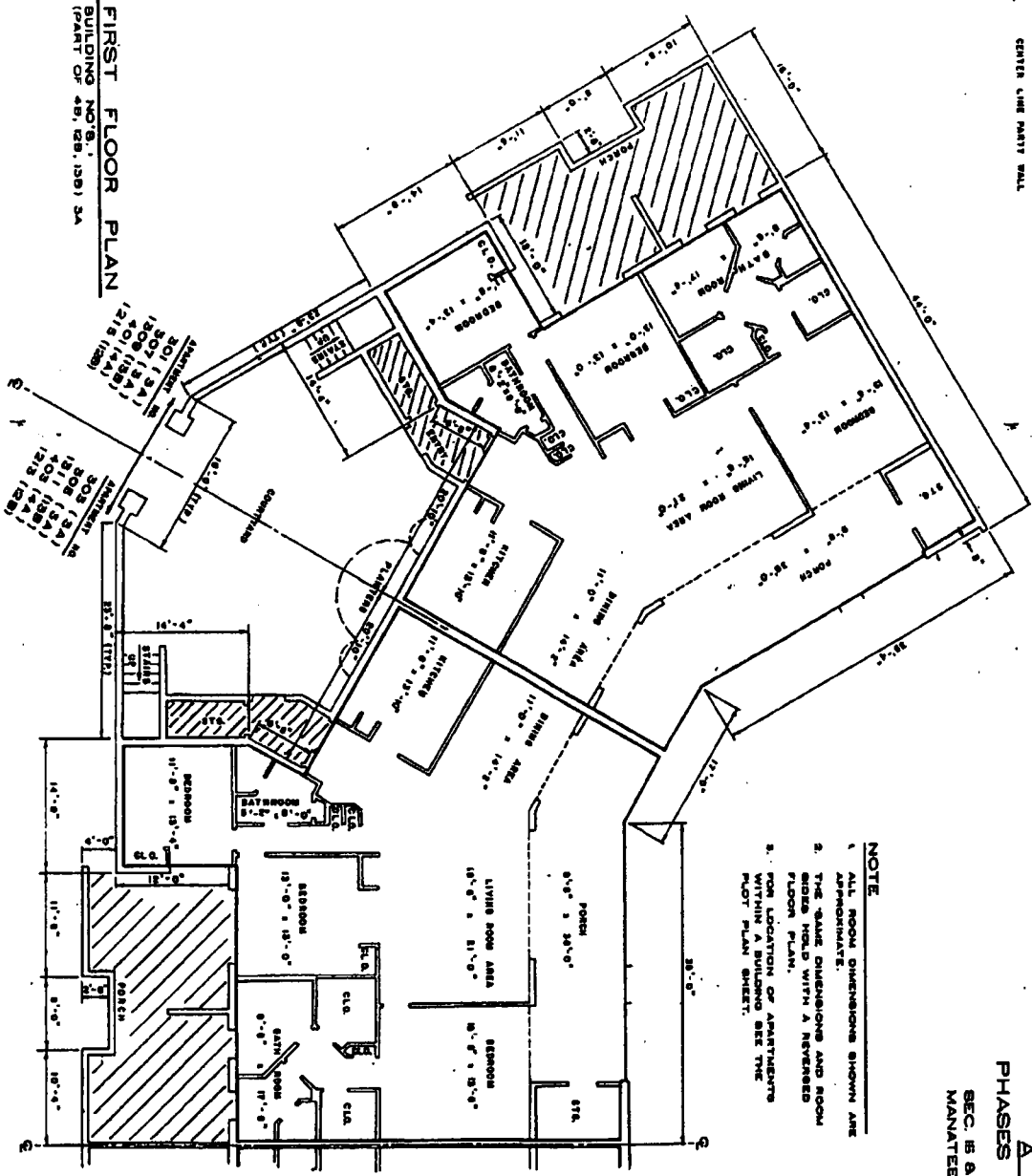
**SECOND FLOOR PLAN**  
 BUILDING NO. 8  
 (PART OF 1A, 4A, 12B, 13B, 15, 16)

ZOLLER & NAJJAR ENGINEERING, INC.  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA

**VIZCAYA**  
 A CONDOMINIUM  
 PHASES 1,2,3,4,5,7,9,12,13,15,16  
 IN  
 SEC. 15 & 22, TWP. 35 S., RGE. 17 E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

- LEGEND**
-  LIMITED COMMON ELEMENTS
  -  CLO. CLOSET
  -  STB. STORAGE
  -  CENTER LINE PARTY WALL

- NOTE**
1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
  2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
  3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE "LOT PLAN SHEET."





(SCALE: 3/8" = 1')

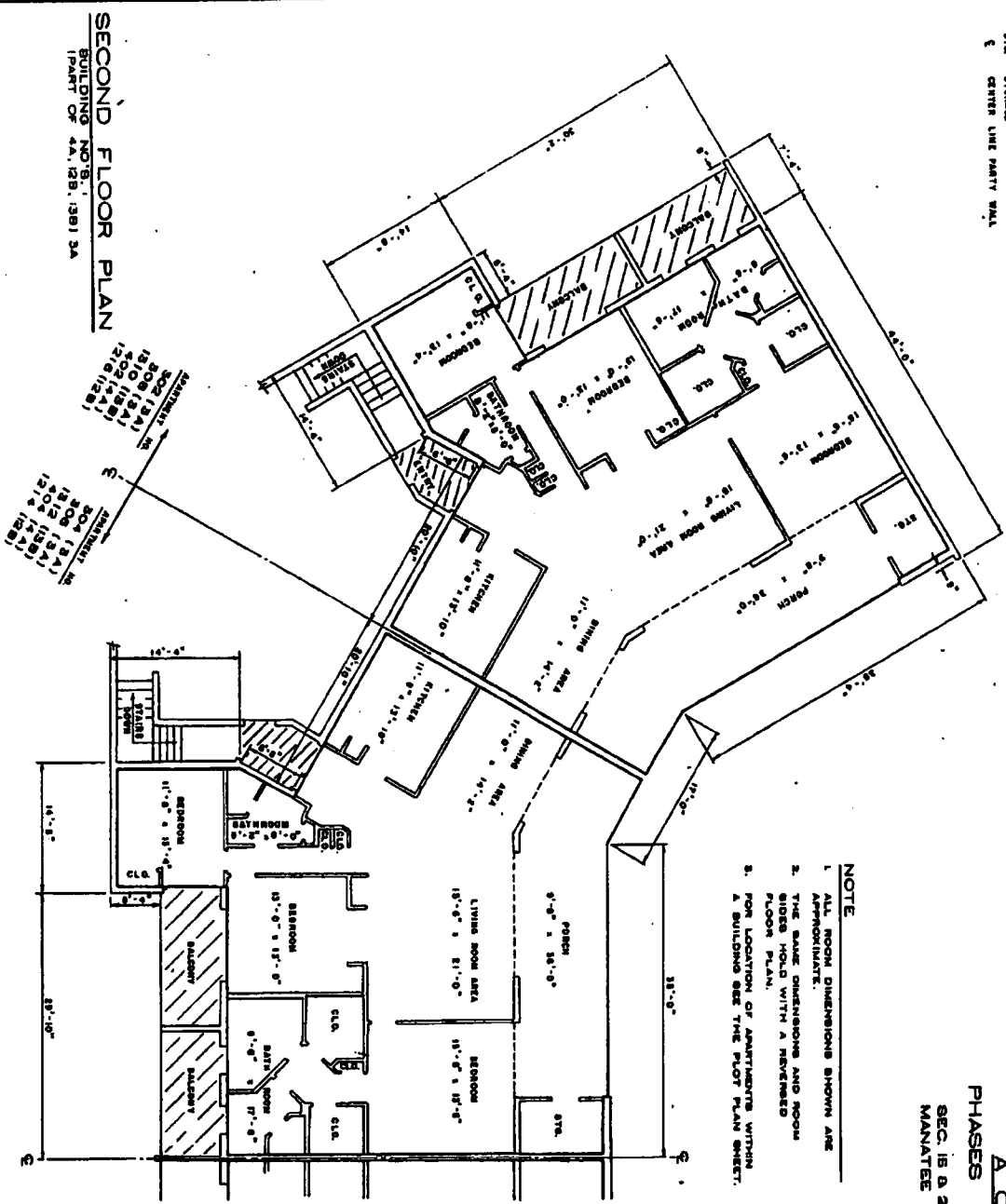
**ZOLLER & NALLAR ENGINEERING, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 PENSACOLA, FLORIDA

**VIZ CAYA**  
 A CONDOMINIUM  
 PHASES 1,2,3,4,5,7,9,12,13,15,16  
 IN  
 SEC. 15 & 22, TWP. 35S., RGE. 17E.  
 MANATEE COUNTY,  
 FLORIDA  
 EXHIBIT "A"

**LEGEND**

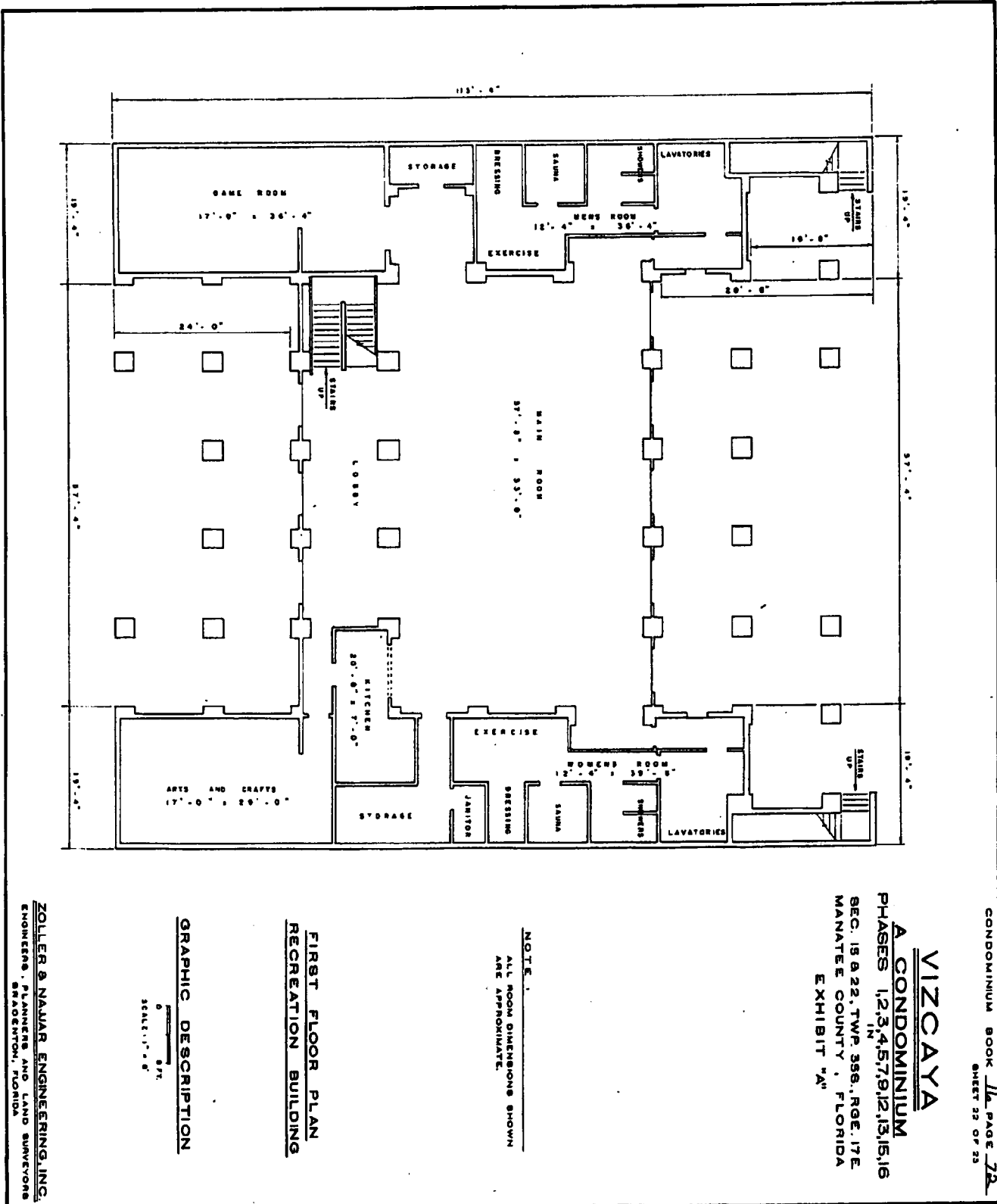
	LIMITED COMMON ELEMENTS
CLG	CLOSET
STG	STORAGE
	CENTER LINE PARTY WALL

- NOTE**
1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
  2. THE SAME DIMENSIONS AND ROOM SIDES HOLD WITH A REVERSED FLOOR PLAN.
  3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE FLOOR PLAN SHEET.



**ZOLLER & NAJAR ENGINEERING, INC.**  
 ENGINEERS, PLANNERS, AND LAND SURVEYORS  
 SMITHTON, FLORIDA





CONDOMINIUM BOOK 16 PAGE 78  
 SHEET 22 OF 23

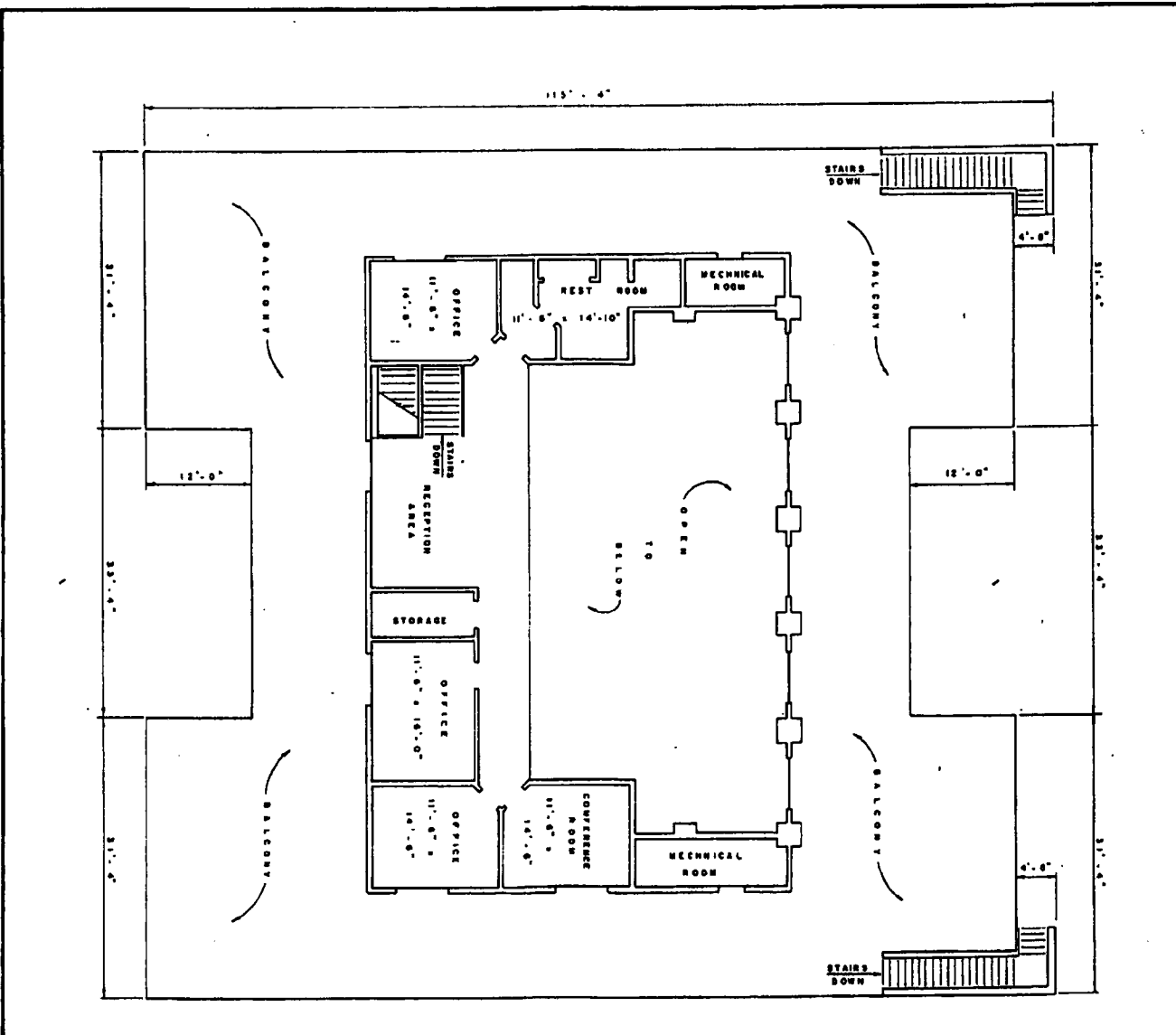
**VIZCAYA**  
**A CONDOMINIUM**  
 PHASES 1,2,3,4,5,7,9,12,13,15,16  
 IN  
 SEC. 15 & 22, TWP. 36S., RGE. 17E  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

NOTE:  
 ALL ROOM DIMENSIONS SHOWN  
 ARE APPROXIMATE.

**FIRST FLOOR PLAN**  
**RECREATION BUILDING**

**GRAPHIC DESCRIPTION**  
 0  
 8 FT.  
 SCALE: 1" = 8'

**ZOLLER & NAJAR ENGINEERING, INC.**  
 ENGINEERS, PLANNERS, AND LAND SURVEYORS  
 BRADENTON, FLORIDA



CONDOMINIUM BOOK 16 PAGE 73  
 SHEET 23 OF 23

**VIZCAYA**  
 A CONDOMINIUM

IN  
 SEC. 15 8 22, TWP. 55S., RGE. 17E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

961814

PREPARED AND RECORDED  
 BY VIZCAYA  
 MANATEE COUNTY, FLORIDA  
 JAN 1 12 20 PM '20

NOTE:  
 ALL ROOM DIMENSIONS SHOWN  
 ARE APPROXIMATE.

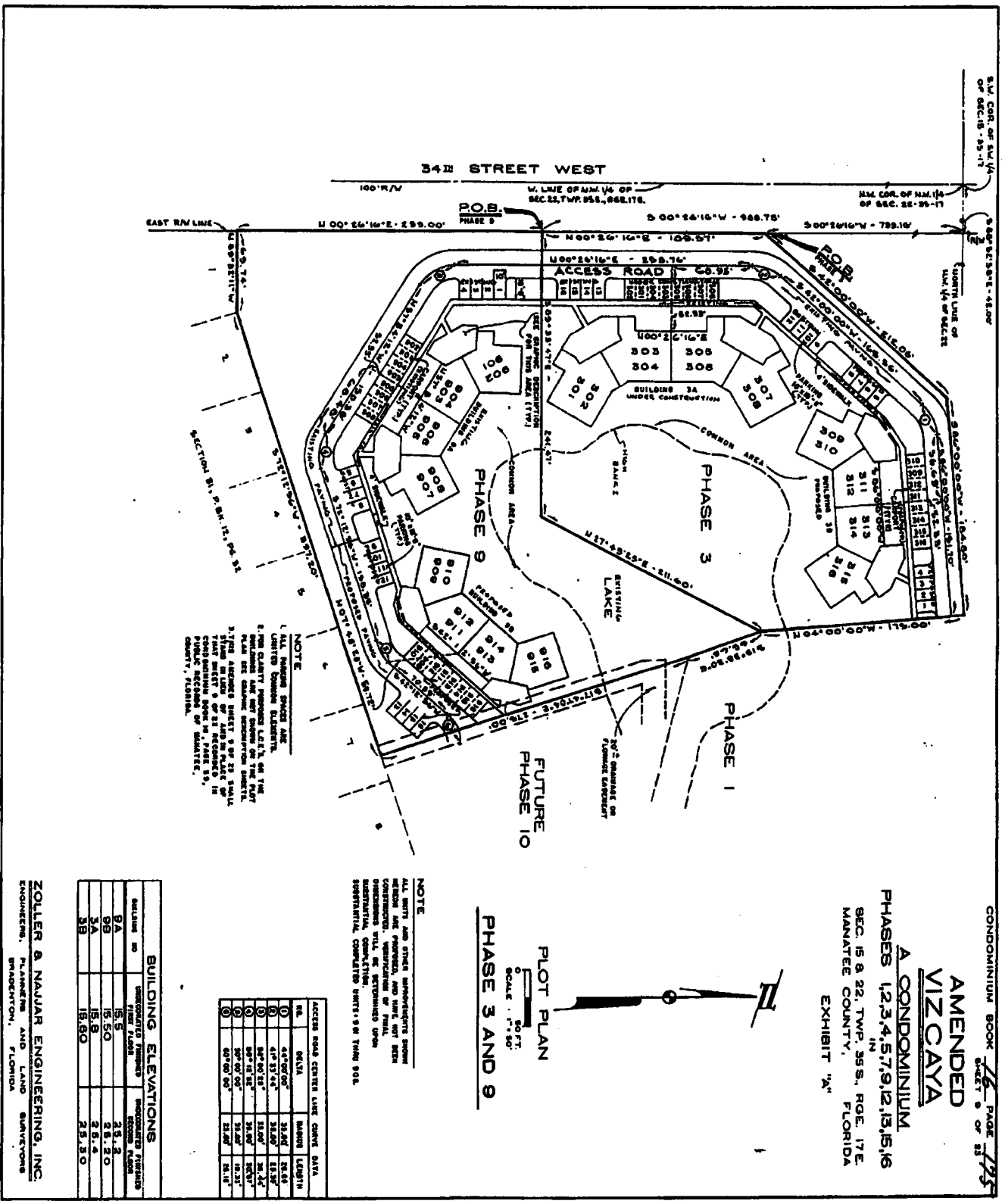
**SECOND FLOOR PLAN**  
**RECREATION BUILDING**

GRAPHIC DESCRIPTION

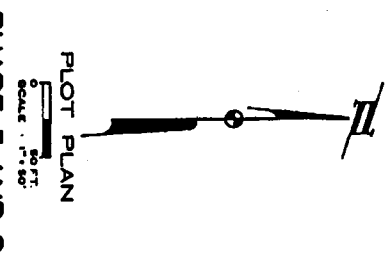
0 1/8" = 1'-0"  
 SCALE: 1" = 8'

ZOLLER & NAJAR ENGINEERING, INC.  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 ORLANDO, FLORIDA





CONDOMINIUM BOOK 76 PAGE 195  
 SHEET 9 OF 13  
**AMENDED**  
**VIZ CAYA**  
 A CONDOMINIUM  
 PHASES 1,2,3,4,5,7,9,12,13,15,16  
 IN  
 SEC. 15 & 22, TWP. 35 S., RGE. 17 E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT 'A'



**NOTE**  
 1. ALL FINISH SPICES ARE LIMITED COMMON ELEMENTS.  
 2. FROM QUARTY RECORDS LET'S SEE THE PLAN SET DRAWING DESCRIPTION SHEET 31792 ASSUMES SHEET 309 IS SHOWN IN LIES OF A LATER PLACE OF CONSTRUCTION OPEN IN PHASE 9, IN COUNTY, FLORIDA.

**NOTE**  
 ALL RIGHTS AND OTHER INTERESTS IN THE COMMON AREAS, INCLUDING BUT NOT LIMITED TO, THE RIGHT OF WAY, SHALL BE RETURNED TO THE SUBSTANTIAL COMPLETION DATE.

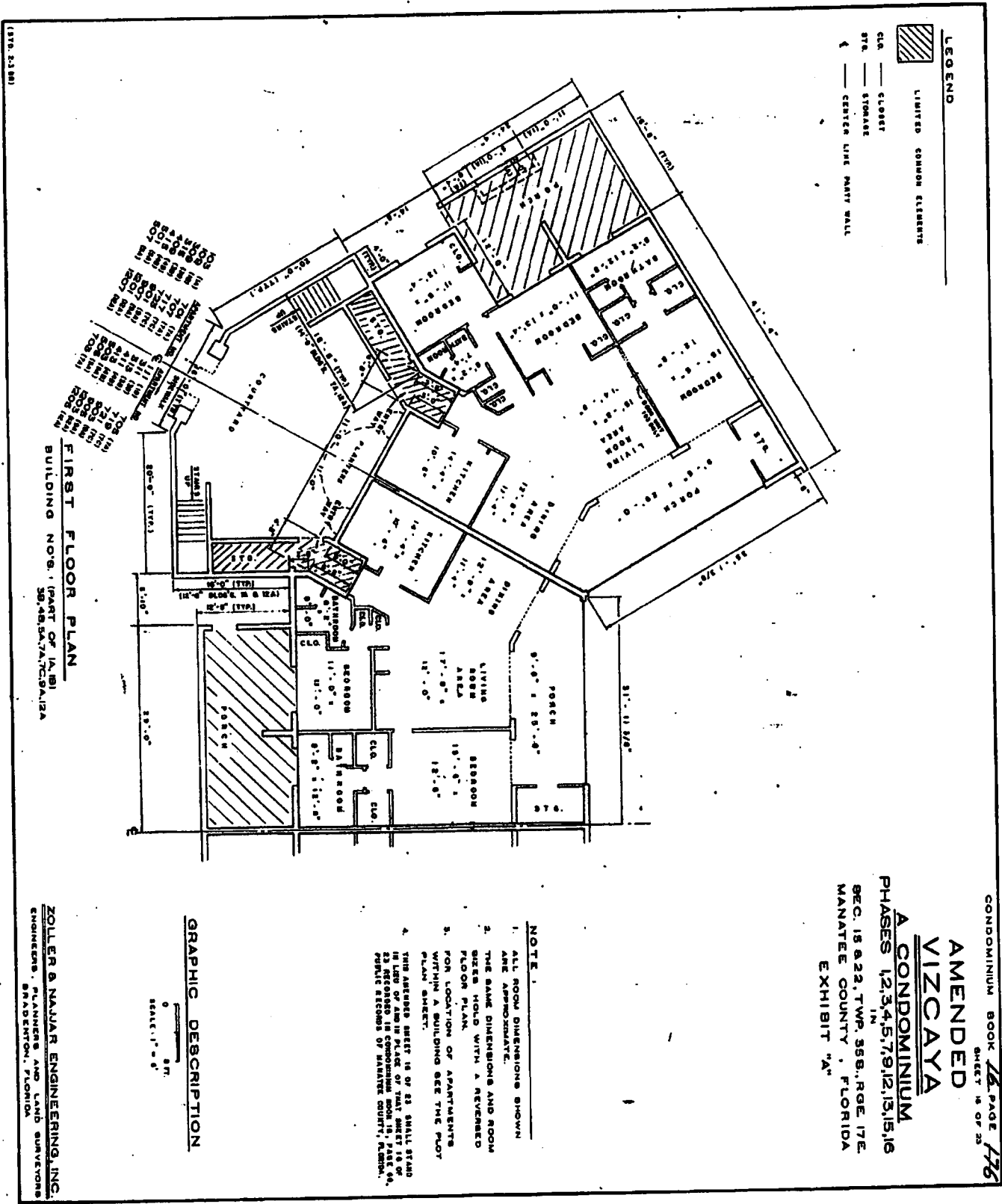
ACCESS ROAD CENTER LINE CORNER DATA

NO.	BEARING	DISTANCE	BEARING	LENGTH
1	44°07'00"	23.26'	33.48'	33.48'
2	41°57'44"	22.89'	13.39'	13.39'
3	56°00'18"	22.00'	26.24'	26.24'
4	56°00'18"	22.00'	26.24'	26.24'
5	56°00'18"	22.00'	26.24'	26.24'
6	56°00'18"	22.00'	26.24'	26.24'
7	56°00'18"	22.00'	26.24'	26.24'
8	56°00'18"	22.00'	26.24'	26.24'
9	56°00'18"	22.00'	26.24'	26.24'
10	56°00'18"	22.00'	26.24'	26.24'





**BUILDING ELEVATIONS**

BUILDING NO.	UNCONCRETE FINISHED FLOOR	CONCRETE FINISHED FLOOR	ROOF FINISH
9A	15.50	15.50	25.50
9B	15.50	15.50	25.50
9C	15.50	15.50	25.50
9D	15.50	15.50	25.50
9E	15.50	15.50	25.50
9F	15.50	15.50	25.50
9G	15.50	15.50	25.50
9H	15.50	15.50	25.50
9I	15.50	15.50	25.50
9J	15.50	15.50	25.50
9K	15.50	15.50	25.50
9L	15.50	15.50	25.50
9M	15.50	15.50	25.50
9N	15.50	15.50	25.50
9O	15.50	15.50	25.50
9P	15.50	15.50	25.50
9Q	15.50	15.50	25.50
9R	15.50	15.50	25.50
9S	15.50	15.50	25.50
9T	15.50	15.50	25.50
9U	15.50	15.50	25.50
9V	15.50	15.50	25.50
9W	15.50	15.50	25.50
9X	15.50	15.50	25.50
9Y	15.50	15.50	25.50
9Z	15.50	15.50	25.50

**ZOLLER & NAUJAR ENGINEERING, INC.**  
 REGISTERED PROFESSIONAL ENGINEERS AND LAND SURVEYORS  
 MANATEE COUNTY, FLORIDA



**LEGEND**

-  LIMITED COMMON ELEMENTS
-  CLB — CLOSET
-  STB — STORAGE
-  — CENTER LINE PARTY WALL

**FIRST FLOOR PLAN**

BUILDING NO.'S. (PART OF 1, 2, 3)  
 38, 48, 55, 74, 75, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

CONDOMINIUM BOOK **176** PAGE **176**  
 SHEET 18 OF 23

**AMENDED  
 VIZCAYA  
 A CONDOMINIUM**  
 PHASES 1, 2, 3, 4, 5, 7, 9, 12, 13, 15, 16  
 IN  
 SEC. 15, R. 22, TWP. 35S., RGE. 17E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

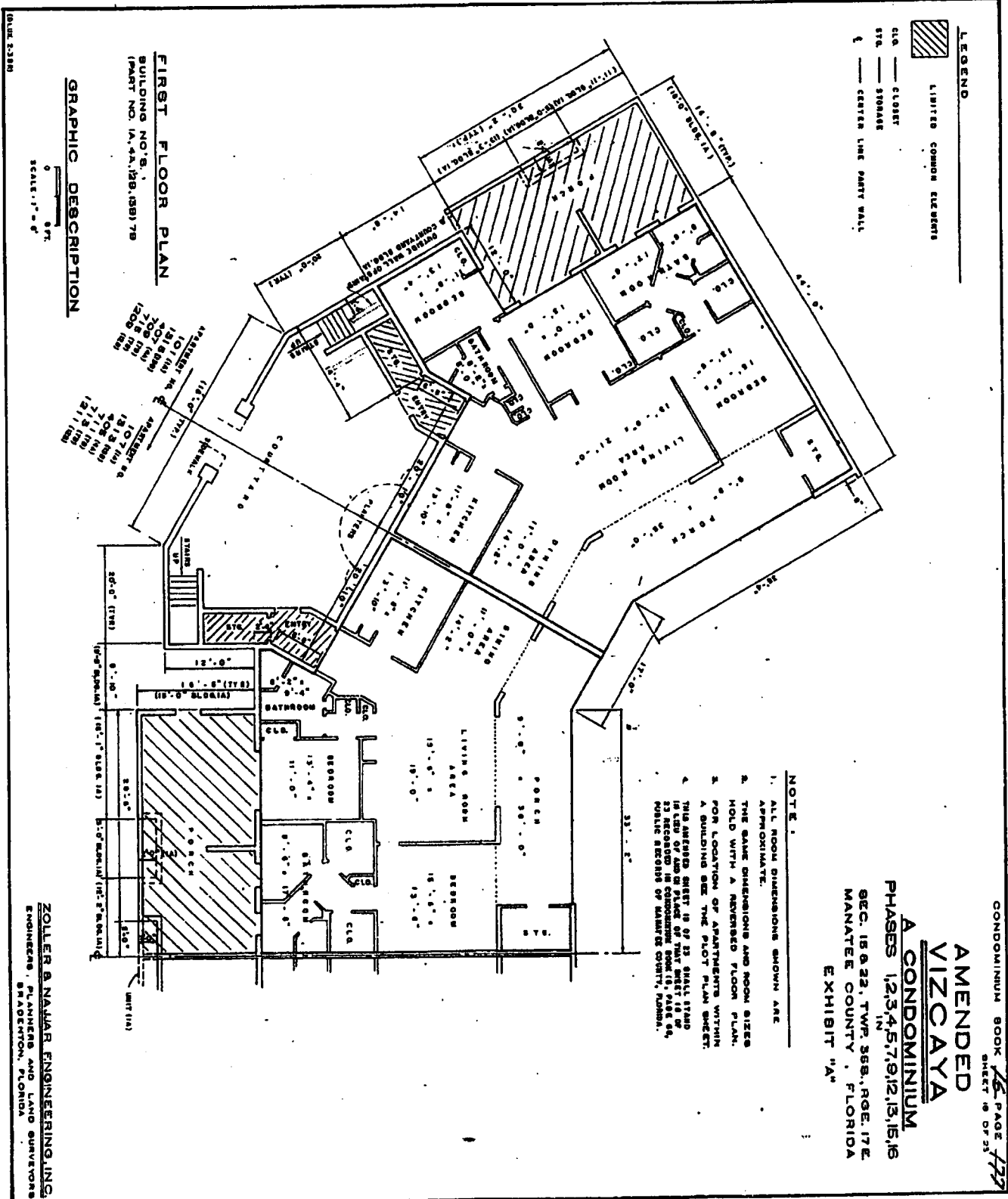
**NOTE:**

1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
2. THE SAME DIMENSIONS AND ROOM SIZES WOULD WITH A REVERSED FLOOR PLAN.
3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.
4. THIS SHEET IS ONE OF 23 SMALL STAND IN LAY OF A 1/2" SCALE PLAN OF THE 23 RECORDED IN CONDOMINIUM BOOK 176, PAGE 90, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.





**GRAPHIC DESCRIPTION**



**ZOLLER & NAJAR ENGINEERING, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 ST. PETERSBURG, FLORIDA



**LEGEND**

-  LIMITED COMMON ELEMENTS
-  CLOSET
-  STORAGE
-  CENTER LINE PARTY WALL

**FIRST FLOOR PLAN**

BUILDING NO. 8,  
 (PART NO. 1A, 4A, 12B, 13B) 7B

**GRAPHIC DESCRIPTION**

SCALE: 1" = 8'  
 0' 10' 20' 30'

**NOTE:**

1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
2. THE GAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.
4. THIS AMENDED SHEET IS OF 23 SHALL STAND IN LIEU OF AND IN PLACE OF THAT SHEET IS OF 23 RECORDED IN CONDOMINIUM BOOK 15, PAGE 54, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

CONDOMINIUM BOOK 15 PAGE 54  
 SHEET 10 OF 23  
**AMENDED VIZCAYA**  
**A CONDOMINIUM**  
 PHASES 1, 2, 3, 4, 5, 7, 9, 12, 13, 15, 16  
 SEC. 18 & 22, TWP. 35S., RGE. 17E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**ZOLLER & NALLAR ENGINEERING, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA

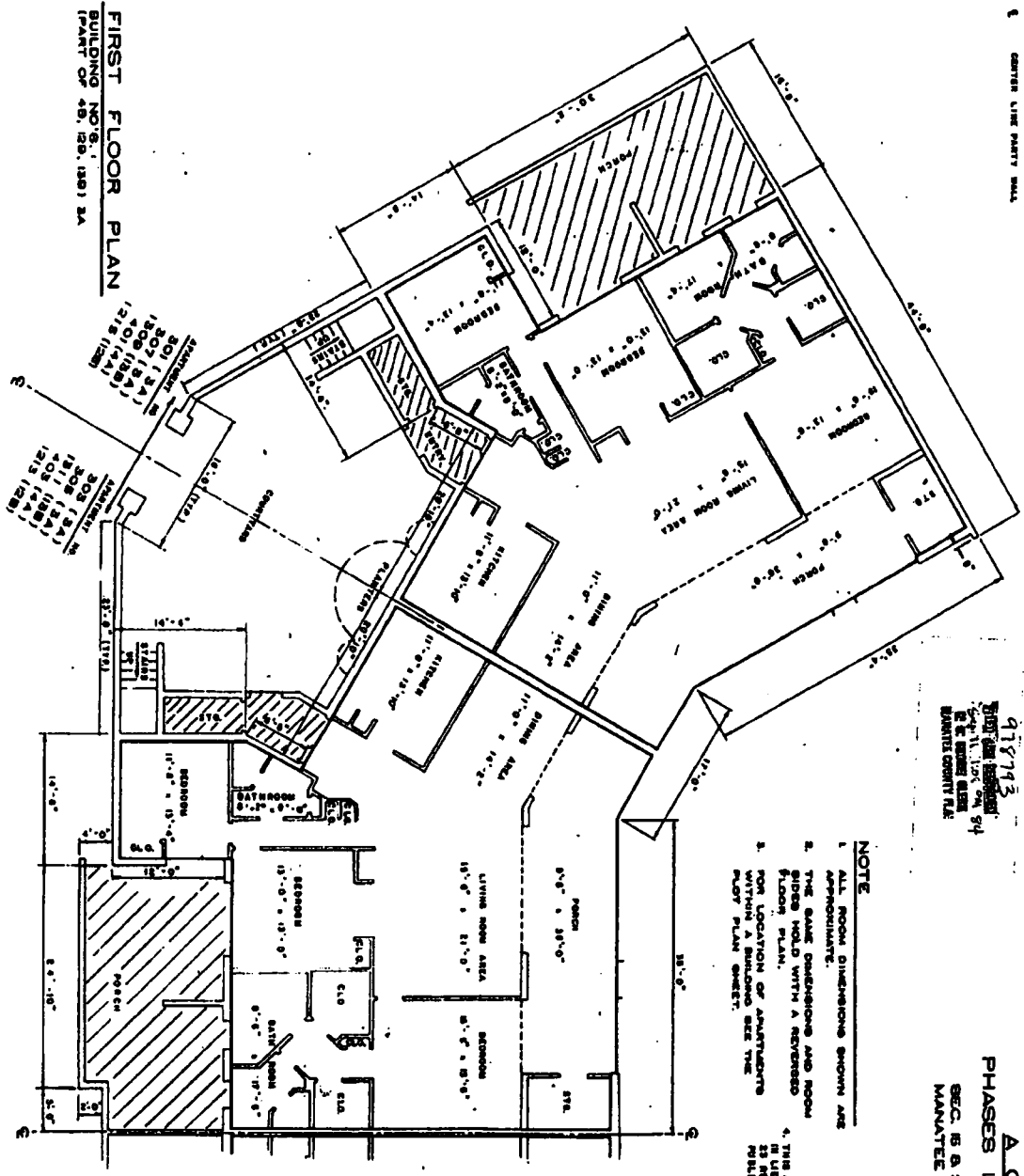
**LEGEND**

▨ LIMITED COMMON ELEMENTS

○ C/A CLOSET

○ STN. STAIRWELL

○ CENTER LINE PARTY WALL



917743  
 BUILDING PERMIT NO. 94  
 COUNTY OF MANATEE  
 FLORIDA COUNTY FILE

**NOTE**

1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
3. ROOM LOCATION OF APPLIANCES WITHIN A BUILDING SIZE THE FLOOR PLAN SHEET.
4. THIS ARCHITECTURE SHEET IS A SMALL PART OF A LARGER SHEET THAT IS FILED IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

CONDOMINIUM BOOK ~~15~~ PAGE 1738  
 SHEET 30 OF 37

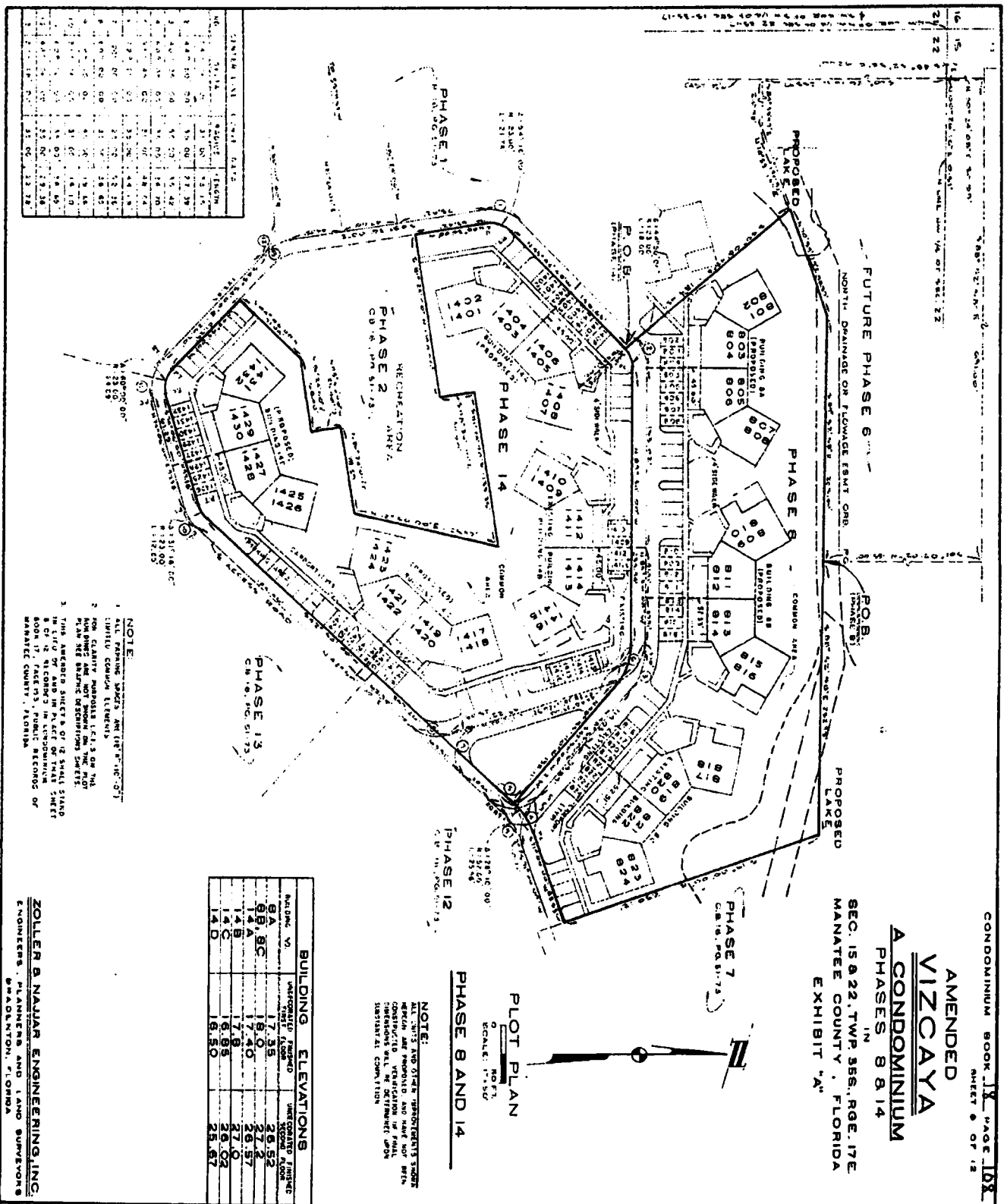
**AMEDED VIZCAYA**  
 A CONDOMINIUM  
 PHASES 1,2,3,4,5,7,9,12,13,15,16  
 IN  
 SEC. 8 & 22, TWP. 28 S., RGE. 17 E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

PLAN: 3-13 2A

**ZOLLER & NAJJAR ENGINEERING, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA







NO.	DATE	REVISION	BY	DATE
1	11/18/23	ISSUED FOR PERMIT	AS	11/18/23
2	11/18/23	REVISION	AS	11/18/23
3	11/18/23	REVISION	AS	11/18/23
4	11/18/23	REVISION	AS	11/18/23
5	11/18/23	REVISION	AS	11/18/23
6	11/18/23	REVISION	AS	11/18/23
7	11/18/23	REVISION	AS	11/18/23
8	11/18/23	REVISION	AS	11/18/23
9	11/18/23	REVISION	AS	11/18/23
10	11/18/23	REVISION	AS	11/18/23
11	11/18/23	REVISION	AS	11/18/23
12	11/18/23	REVISION	AS	11/18/23
13	11/18/23	REVISION	AS	11/18/23
14	11/18/23	REVISION	AS	11/18/23
15	11/18/23	REVISION	AS	11/18/23
16	11/18/23	REVISION	AS	11/18/23
17	11/18/23	REVISION	AS	11/18/23
18	11/18/23	REVISION	AS	11/18/23
19	11/18/23	REVISION	AS	11/18/23
20	11/18/23	REVISION	AS	11/18/23

**NOTE**

1. ALL PARKING SPACES AND THE "P" IN "P" ARE TO BE CONSIDERED COMMON ELEMENTS.
2. NON-CLARITY NUMBERS 1415 OR 1416 ARE NOT SHOWN ON THE PLOT PLAN AND ARE NOT TO BE CONSIDERED.
3. THIS SUBMITTAL SHEET IS ONE OF SEVEN SHEETS. SHEETS 2 THROUGH 7 ARE RECORDS IN RECORD BOOK 17, PAGE 13, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

BUILDING NO.	UNFOUNDED FLOOR	UNFOUNDED FLOOR
8A	17.35	26.52
8B	17.40	27.22
14A	17.40	26.57
14B	17.48	27.02
14C	16.85	26.02
14D	16.50	25.67

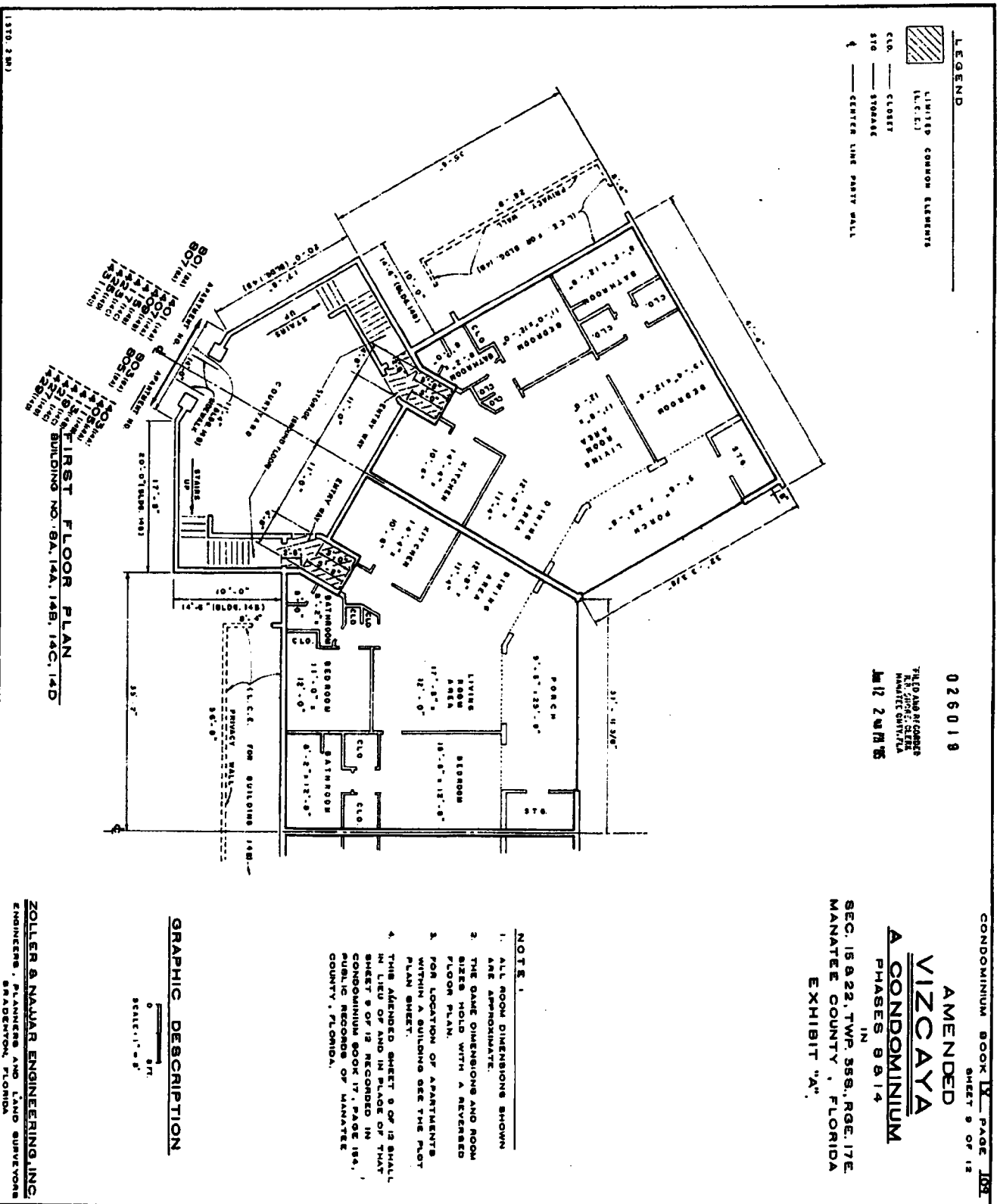
**NOTE:**  
 THIS PLAN AND THE INFORMATION THEREON  
 WHICH ARE PROVIDED AND HAVE NOT BEEN  
 CONSIDERED VERIFICATION BY FINAL  
 INSPECTION WILL BE DETERMINED UPON  
 INSPECTIONAL COMPLETION.

CONDOMINIUM BOOK 17 PAGE 108  
 SHEET 9 OF 12





**AMENDED**  
**VIZZAYA**  
**A CONDOMINIUM**  
 PHASES 8 & 14

IN  
 SEC. 15 & 22, TWP. 35S., RGE. 17E  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**ZOLLER & NAJARI ENGINEERING, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 PALMONTON, FLORIDA



**LEGEND**

-  LIMITED COMMON ELEMENTS (L.C.E.)
-  CLOSET
-  STORAGE
-  CENTER LINE PARTY WALL

026018

TALIDA RICHARDS  
 R. JAMES CLARK  
 MANATEE COUNTY, FLA  
 JUN 12 2018

CONDOMINIUM BOOK IX PAGE 109  
 SHEET 9 OF 12

**AMENDED  
 VIZCAYA  
 A CONDOMINIUM**

IN PHASES 9A, 14  
 SEC. 15 & 22, TWP. 35S., RGE. 17E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**NOTE:**

1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE FLOT PLAN SHEET.
4. THIS AMENDED SHEET 9 OF 12 SHALL BE LIEU OF AND IN PLACE OF THAT SHEET 9 OF 12 RECORDED IN CONDOMINIUM BOOK 17, PAGE 184, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

**GRAPHIC DESCRIPTION**



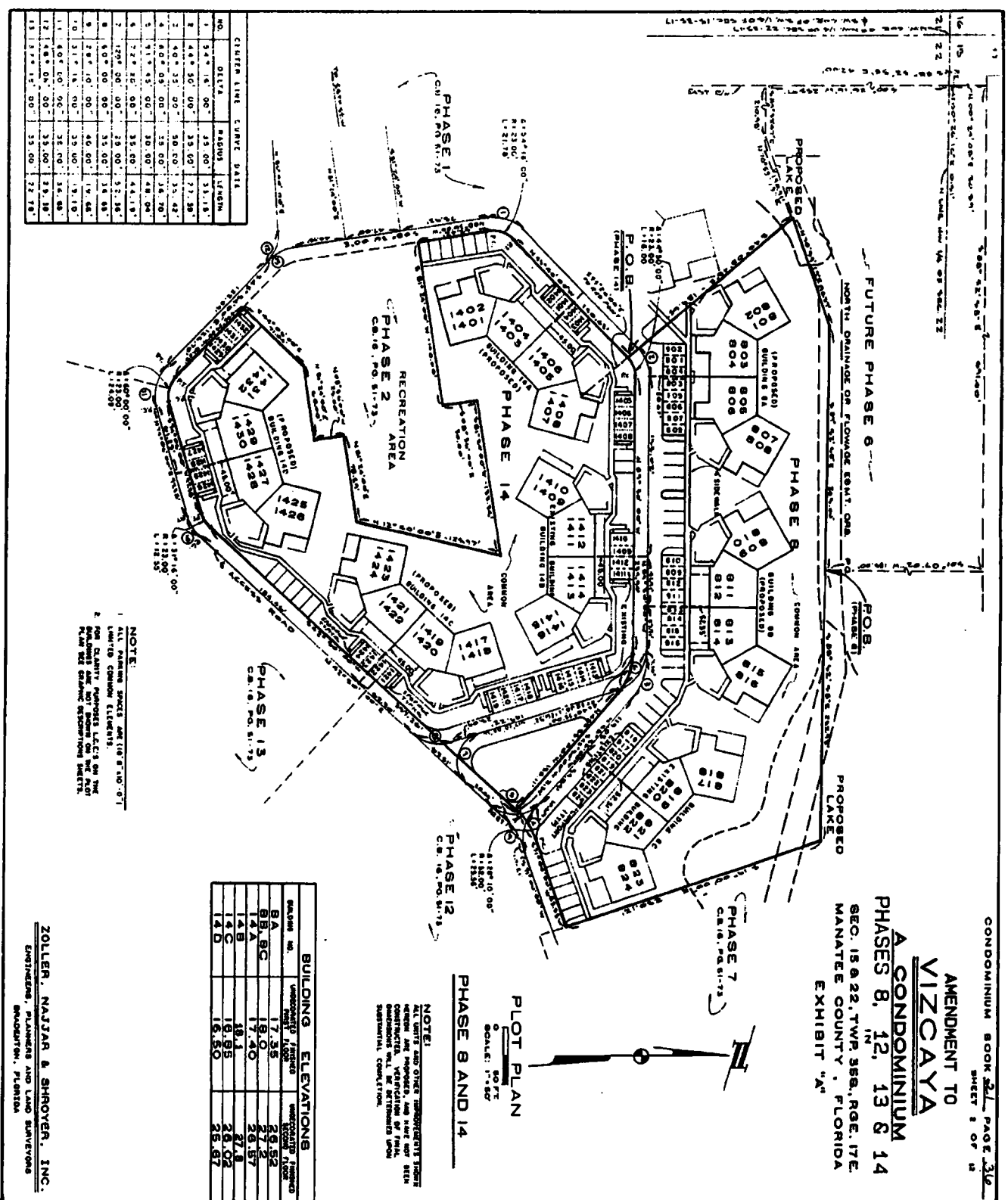
SCALE: 1/8" = 1'-0"

**ZOLLER & NAJAR ENGINEERING, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA

**FIRST FLOOR PLAN**  
 BUILDING NO. 9A, 14A, 14B, 14C, 14D

1370-2 (01)





CONDOMINIUM BOOK 22, PAGE 316  
 SHEET 2 OF 12  
**AMENDMENT TO**  
**VIZCAYA**  
**A CONDOMINIUM**  
**PHASES 8, 12, 13 & 14**  
 SEC. 15 & 22, TWP. 35S., RGE. 17E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**NOTE:**  
 ALL UNITS AND OTHER IMPROVEMENTS SHOWN  
 ON THIS PLAN ARE TO BE CONSTRUCTED AND  
 COMPLETED IN ACCORDANCE WITH THE  
 SUBSTANTIAL COMPLETION OF THE  
 SUBSTANTIAL COMPLETION.

**BUILDING ELEVATIONS**

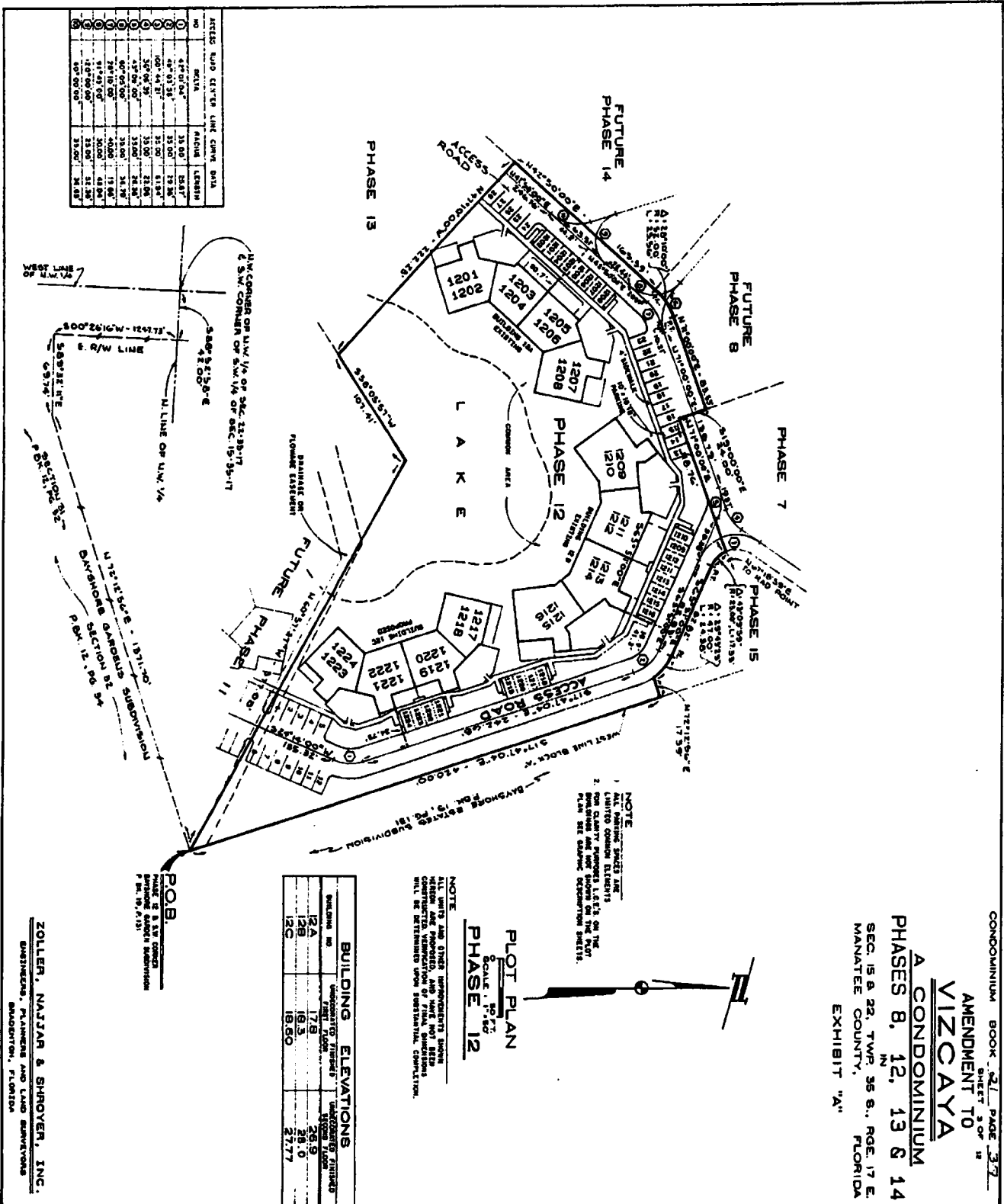
BUILDING NO.	UNIMPROVED FINISHED FLOOR	IMPROVED FINISHED FLOOR
8A	17.05	29.92
8B	17.40	29.87
12	18.17	27.78
13	18.85	28.02
14	18.50	28.87

**CLUSTER AREA CUBIC DATA**

NO.	CLUSTER AREA	CUBIC DATA
1	3.48	15.00
2	4.48	50.00
3	4.48	50.00
4	4.00	35.00
5	4.00	35.00
6	4.00	35.00
7	4.00	35.00
8	4.00	35.00
9	4.00	35.00
10	4.00	35.00
11	4.00	35.00
12	4.00	35.00
13	4.00	35.00
14	4.00	35.00

**NOTE:**  
 1. ALL PARKING SPACES ARE 10' x 20' x 0.7'  
 LIMITED COMMON ELEMENTS.  
 2. FOR CLARITY PURPOSES, L.C.E.'S ON THE  
 PLAN ARE NOT SHOWN ON THE PLAN  
 BUT SEE EXHIBIT "A" SHEETS.

**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRANFLOREN, FLORIDA

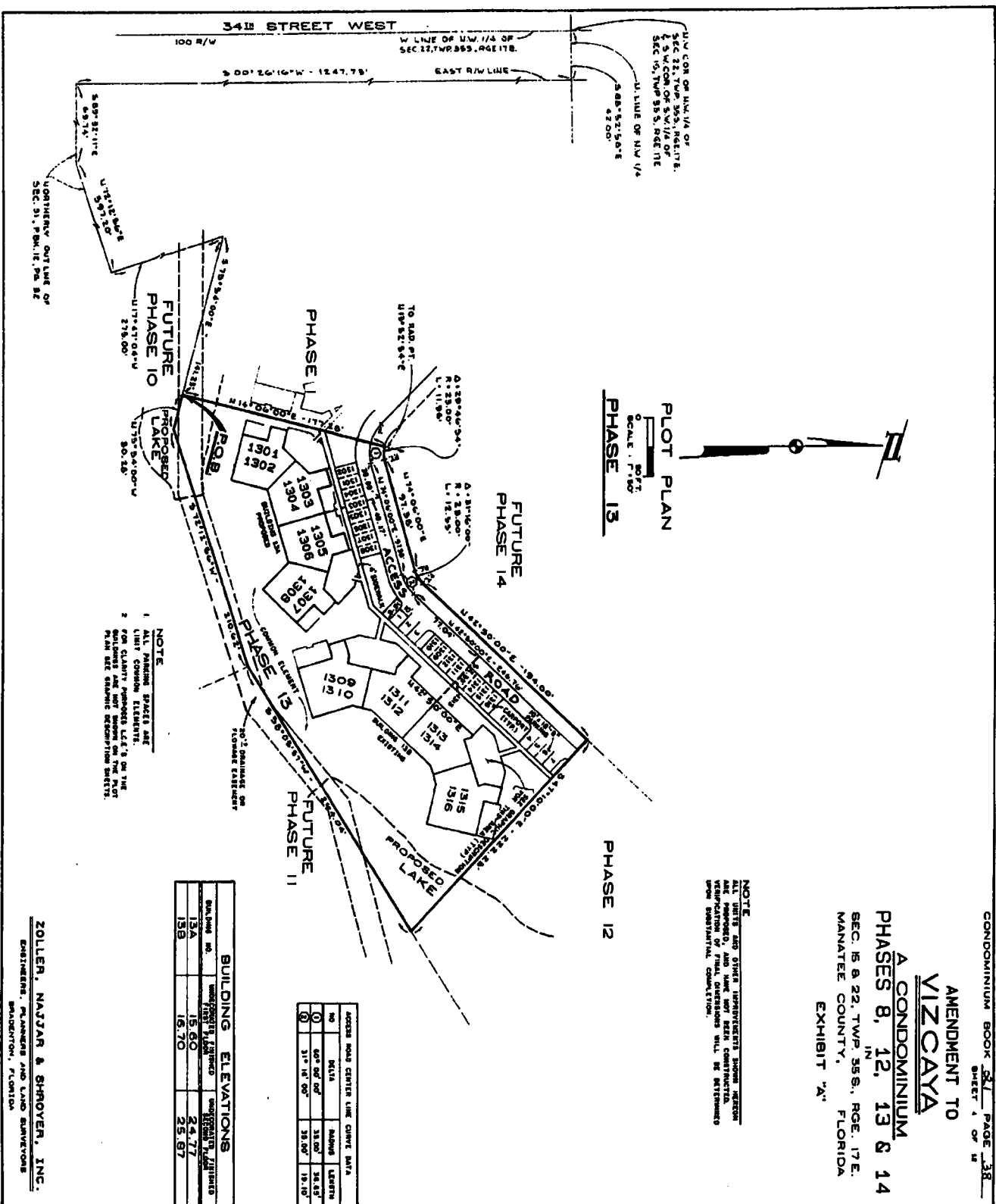


NO.	ACCESS ROAD CENTER LINE CURVE DATA	AREA	LENGTH
1	45° 00' 00" R	13.00	25.87
2	45° 00' 00" R	13.00	25.87
3	45° 00' 00" R	13.00	25.87
4	45° 00' 00" R	13.00	25.87
5	45° 00' 00" R	13.00	25.87
6	45° 00' 00" R	13.00	25.87
7	45° 00' 00" R	13.00	25.87
8	45° 00' 00" R	13.00	25.87
9	45° 00' 00" R	13.00	25.87
10	45° 00' 00" R	13.00	25.87
11	45° 00' 00" R	13.00	25.87
12	45° 00' 00" R	13.00	25.87
13	45° 00' 00" R	13.00	25.87
14	45° 00' 00" R	13.00	25.87
15	45° 00' 00" R	13.00	25.87
16	45° 00' 00" R	13.00	25.87
17	45° 00' 00" R	13.00	25.87
18	45° 00' 00" R	13.00	25.87
19	45° 00' 00" R	13.00	25.87
20	45° 00' 00" R	13.00	25.87

BUILDING NO.	UNDEVELOPED FINISHED FLOOR AREA	UNDEVELOPED FINISHED ROOF AREA
12A	178	26.9
12B	163	28.0
12C	1630	27.77

CONDOMINIUM BOOK 21 PAGE 372  
 SHEET 3 OF 12  
**VIZCAYA**  
 A CONDOMINIUM  
 AMENDMENT TO  
 PHASES 8, 12, 13 & 14  
 IN  
 SEC. 15 & 22, TWP. 35 S., RGE. 17 E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**ZOLLER, NAJJAR & SHROYER, INC.**  
 SURVEYORS, PLANNERS AND LAND DEVELOPERS  
 BRADENTON, FLORIDA



CONDOMINIUM BOOK 381 PAGE 38  
 SHEET 1 OF 12  
**AMENDMENT TO**  
**VIZCAYA**  
**A CONDOMINIUM**  
**PHASES 8, 12, 13 & 14**  
 IN SEC. 15 & 22, TWP. 35S., RGE. 17E.  
 MANATEE COUNTY, FLORIDA  
**EXHIBIT "A"**

**NOTE:**  
 ALL UTILITIES AND OTHER IMPROVEMENTS SHOWN HEREON ARE PROPOSED, AND HAVE NOT BEEN CONSTRUCTED. VERIFICATION OF FINAL DIMENSIONS WILL BE DETERMINED UPON SUBSTANTIAL COMPLETION.

**PHASE 13**  
**PHASE 14**  
**PHASE 12**

NO.	BLDG.	NO.	NO.	NO.	NO.
0	1301	1302	1303	1304	1305
0	1306	1307	1308	1309	1310
0	1311	1312	1313	1314	1315
0	1316	1317	1318	1319	1320

ACROSS ROAD CENTER LINE CHANGING DATA			
NO.	BLDG.	NO.	NO.
0	1301	1302	1303
0	1304	1305	1306
0	1307	1308	1309
0	1310	1311	1312



  

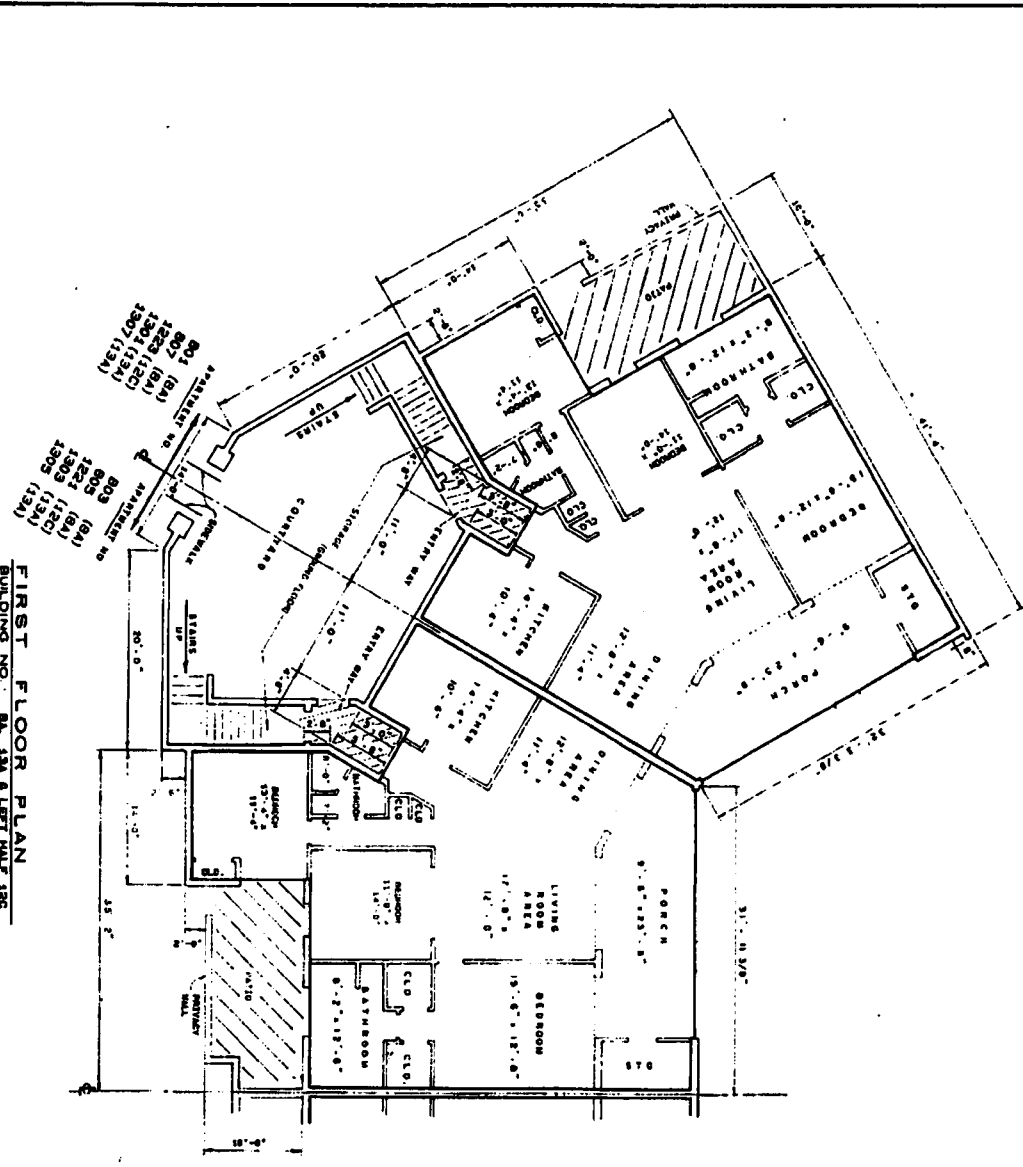
BUILDING ELEVATIONS			
BLDG. NO.	MINIMUM FINISHED FLOOR ELEVATION	MAXIMUM FINISHED FLOOR ELEVATION	MINIMUM FINISHED FLOOR ELEVATION
13A	15.60	24.77	25.87
13B	16.70	25.87	

**NOTE:**  
 1 ALL PARKING SPACES ARE  
 2 FROM CLARITY PERMITS L.C.E.'S ON THE  
 PLAN SET SHOWN IN DESCRIPTION SHEET.

**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 PALMDALE, CALIFORNIA

**LEGEND**

 LIMITED COMMON ELEMENTS (L.C.E.)  
 CLO CLOSET  
 STB STORAGE  
 CENTER LINE PARTY WALL  
 N.T.S. NOT TO SCALE



**FIRST FLOOR PLAN**  
 BUILDING NO. BA 13A & LEFT HALF 13C

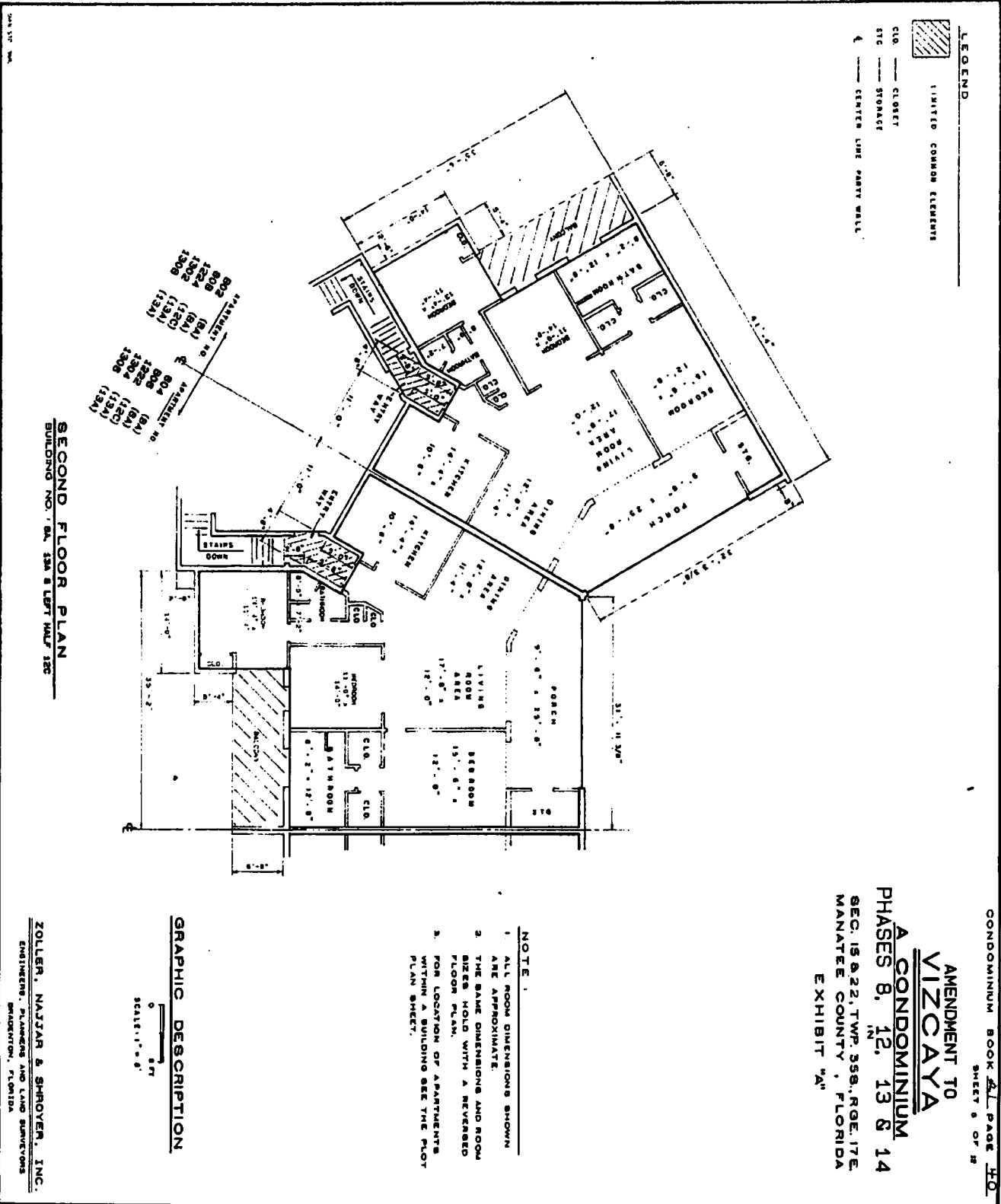
CONDOMINIUM BOOK ALL PAGE 30  
 SHEET 3 OF 18  
 AMENDMENT TO  
**VIZCAYA**  
**A CONDOMINIUM**  
 PHASES 8, 12, 13 & 14  
 IN  
 SEC. 15 & 22, TWP. 35S, RGE. 17E  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

- NOTE**
1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
  2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
  3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.
  4. THE PATIO AREAS ARE SHOWN AT 10'-0" MINIMUM. THE PATIO AREAS HAVE EXPANDED TO 12'-0" MAXIMUM ON SOME BUILDINGS WHERE ROOM IS PROVIDED.





**GRAPHIC DESCRIPTION**

  
 SCALE: 1" = 5'-0"

**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA



**LEGEND**

-  LIMITED COMMON ELEMENTS
-  CLOSET
-  STORAGE
-  CENTER LINE PARTY WALL

**SECOND FLOOR PLAN**  
 BUILDING NO. 104, 106 & LEFT HALF 102

CONDOMINIUM BOOK AL PAGE HO  
 SHEET 8 OF 12

AMENDMENT TO  
**VIZCAYA**  
 A CONDOMINIUM  
 PHASES 8, 12, 13 & 14  
 SEC. 15 & 22, TWP. 35S, RGE. 17E,  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**NOTE:**

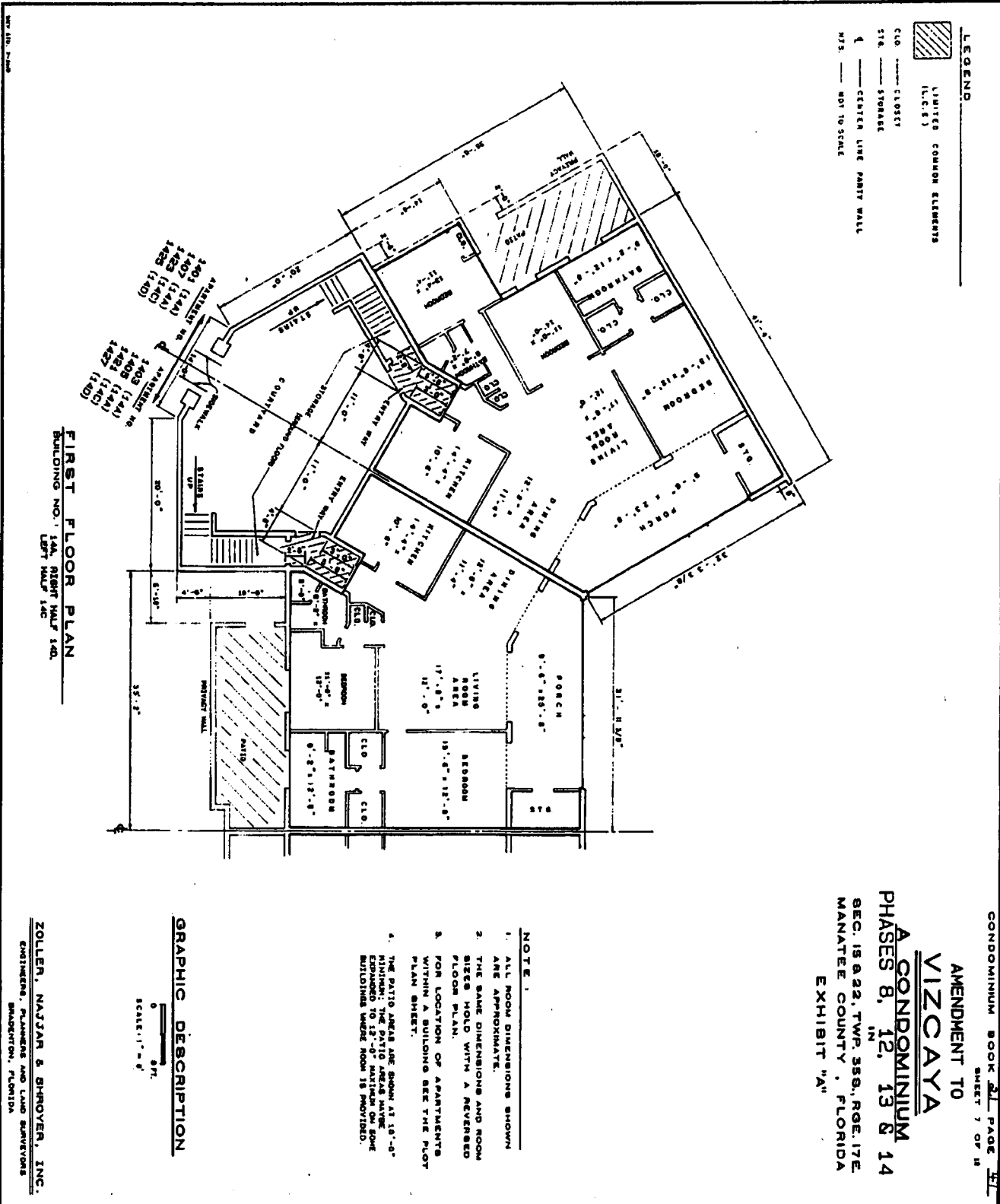
1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.

**GRAPHIC DESCRIPTION**



**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, ARCHITECTS AND LAND SURVEYORS  
 TAMPA, FLORIDA





**LEGEND**

LIMITED COMMON ELEMENTS (L.C.E.)

CLO. CLOSET

STG. STORAGE

CL. CEILING LINE PARTY WALL

M.S. NOT TO SCALE

**FIRST FLOOR PLAN**  
 BUILDING NO. 14A, RIGHT HALF 14D,  
 LEFT HALF 14C

CONDOMINIUM BOOK 21 PAGE 51  
 SHEET 7 OF 8

AMENDMENT TO  
**VIZCAYA**  
 A CONDOMINIUM  
 PHASES 8, 12, 13 & 14  
 IN  
 SEC. 15 & 22, TWP. 35S, RGE. 17E  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**NOTE:**

1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.
4. THE PATIO AREAS ARE SHOWN AT 1/8" MINIMUM. THE PATIO AREAS HAVE BEEN DIMENSIONED TO THE EXTERIOR BUILDING WHERE ROOM IS PROVIDED.

**GRAPHIC DESCRIPTION**

0 9 FT.  
 SCALE: 1" = 9'

**ZOLLER, NAJJAN & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRANSON, FLORIDA

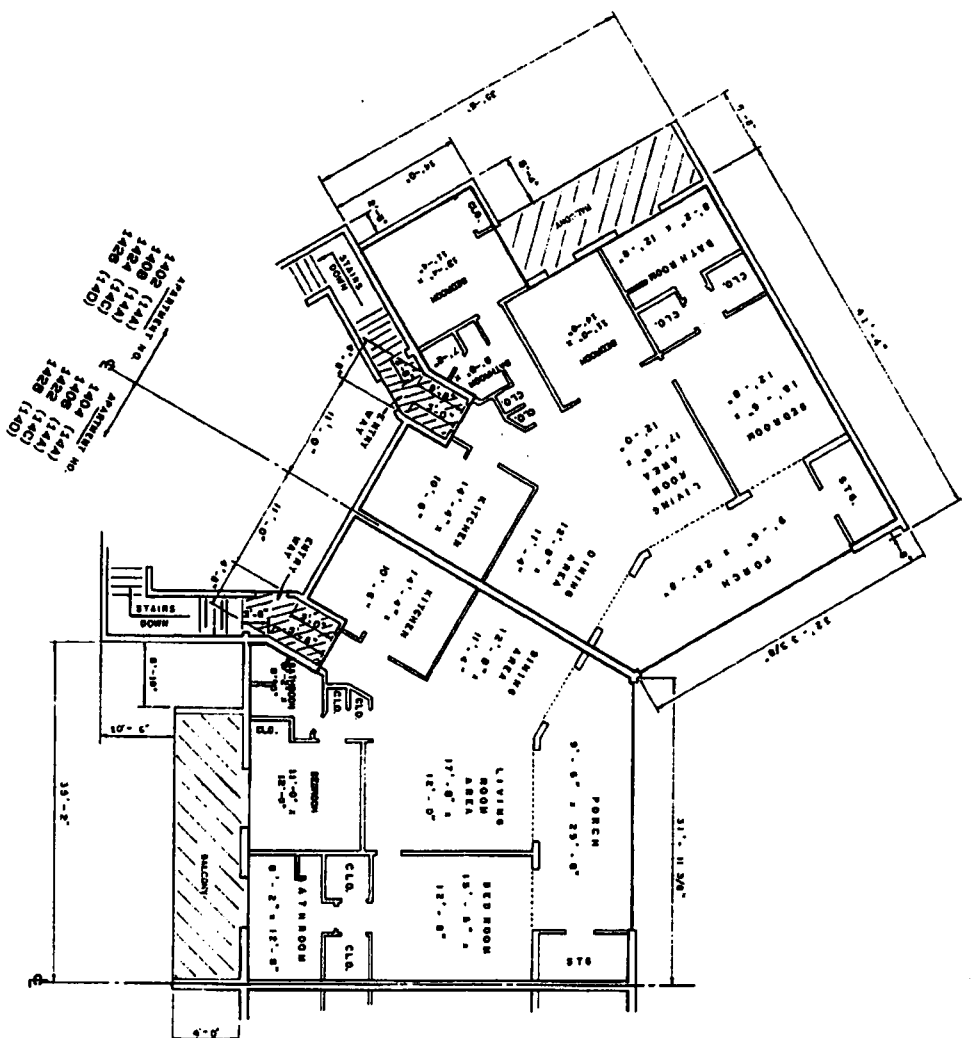
**LEGEND**

LIMITED COMMON ELEMENTS

CLD --- CLOSET

STG --- STORAGE

--- CENTER LINE PARTY WALL



**SECOND FLOOR PLAN**  
 BUILDING NO. 104 EIGHT HALL 104  
 LEFT HALF 104

CONDOMINIUM BOOK 11 PAGE 12  
 SHEET 9 OF 12

AMENDMENT TO  
**VIZCAYA**  
 A CONDOMINIUM  
 PHASES 8, 12, 13 & 14  
 IN  
 SEC. 15 & 22, TWP. 55S, RGE. 17E  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

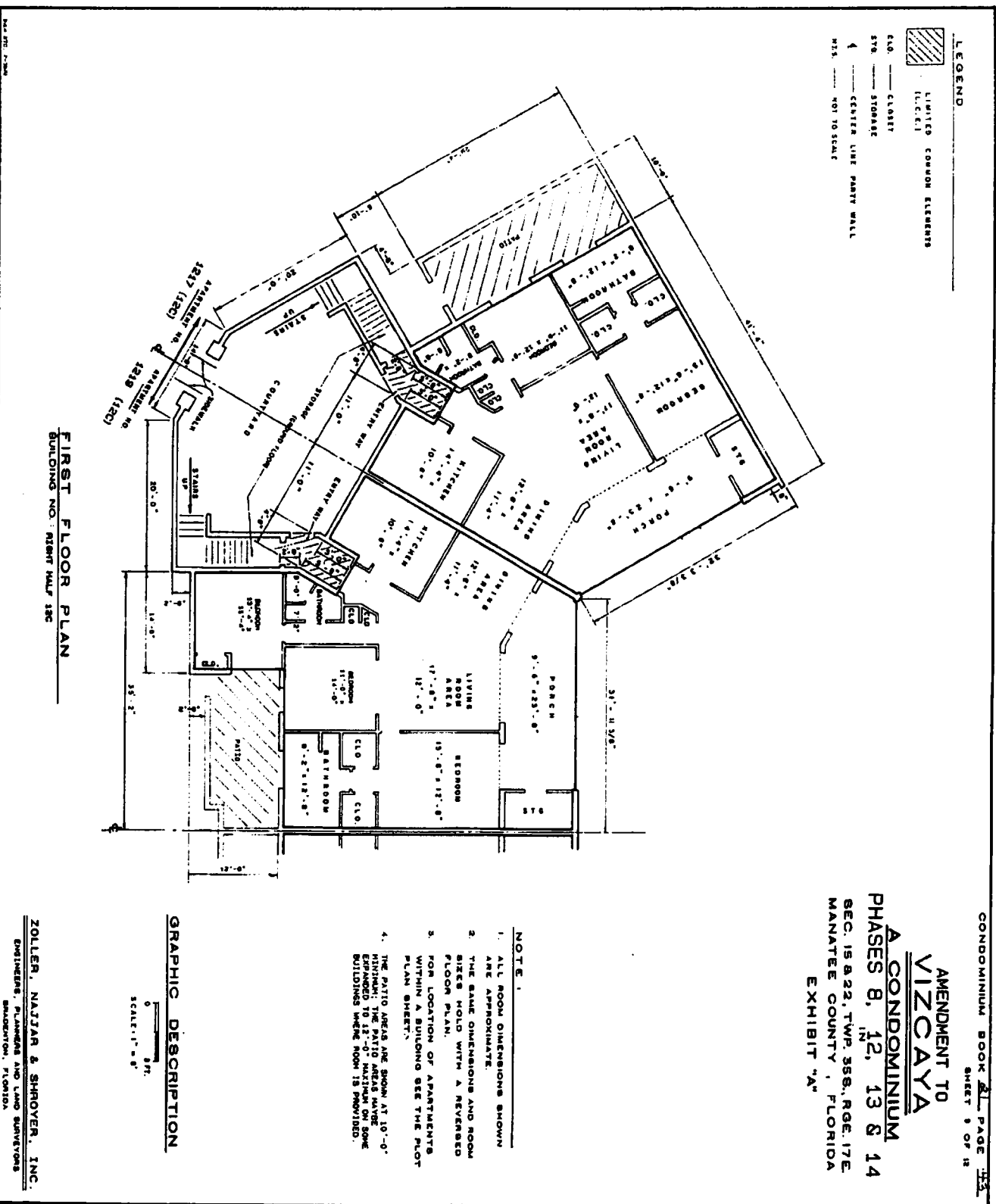
**NOTE .**

1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.

**GRAPHIC DESCRIPTION**

0 5 10 FT.  
 SCALE: 1" = 5'-0"

**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA



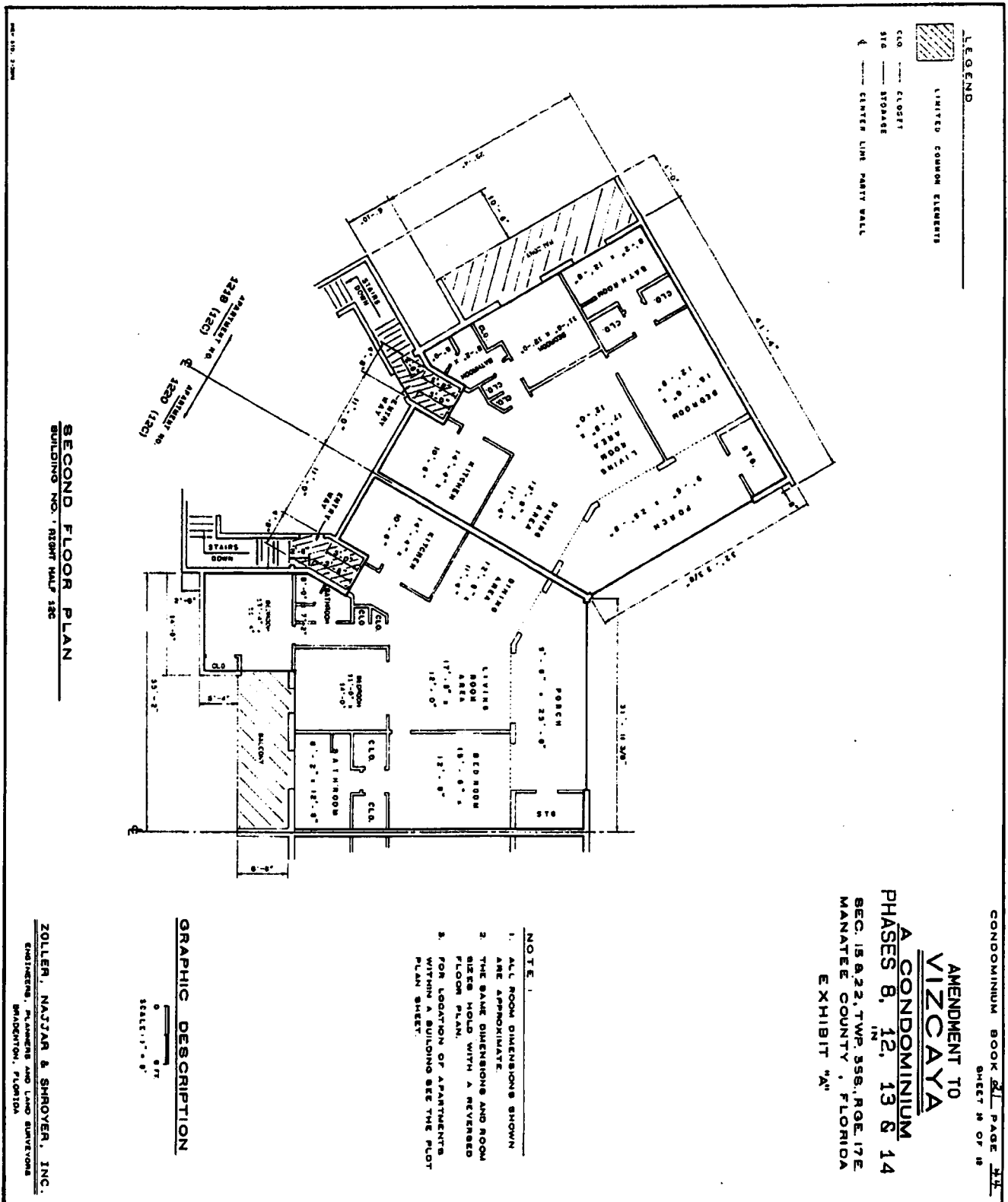
**FIRST FLOOR PLAN**  
 BUILDING NO. RIGHT HALF 13C

CONDOMINIUM BOOK **21** PAGE **153**  
 SHEET 3 OF 12  
**AMENDMENT TO**  
**VIZCAYA**  
**A CONDOMINIUM**  
**PHASES 8, 12, 13 & 14**  
 SEC. 15 & 22, TWP. 35S., RGE. 17E  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"





- NOTE:**
1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
  2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
  3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.
  4. THE PATIO AREAS ARE SHOWN AT 10'-0" MINIMUM. THE PATIO AREAS MAY BE EXPANDED TO 12'-0" MAXIMUM ON SOME BUILDINGS WHERE ROOM IS PROVIDED.

**GRAPHIC DESCRIPTION**  
 0' 3"  
 SCALE: 1" = 8'

**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA



**LEGEND**

-  LIMITED COMMON ELEMENTS
-  CLO.
-  STG.
-  ENTRY LINE PARTY WALL

**SECOND FLOOR PLAN**  
 BUILDING NO. 1 NORTH PALM 13C

CONDOMINIUM BOOK 21 PAGE 31  
 SHEET # OF #

**AMENDMENT TO**  
**VIZCAYA**  
**A CONDOMINIUM**  
 PHASES 8, 12, 13 & 14  
 IN  
 SEC. 15 & 22, TWP. 35S., RGE. 17E  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

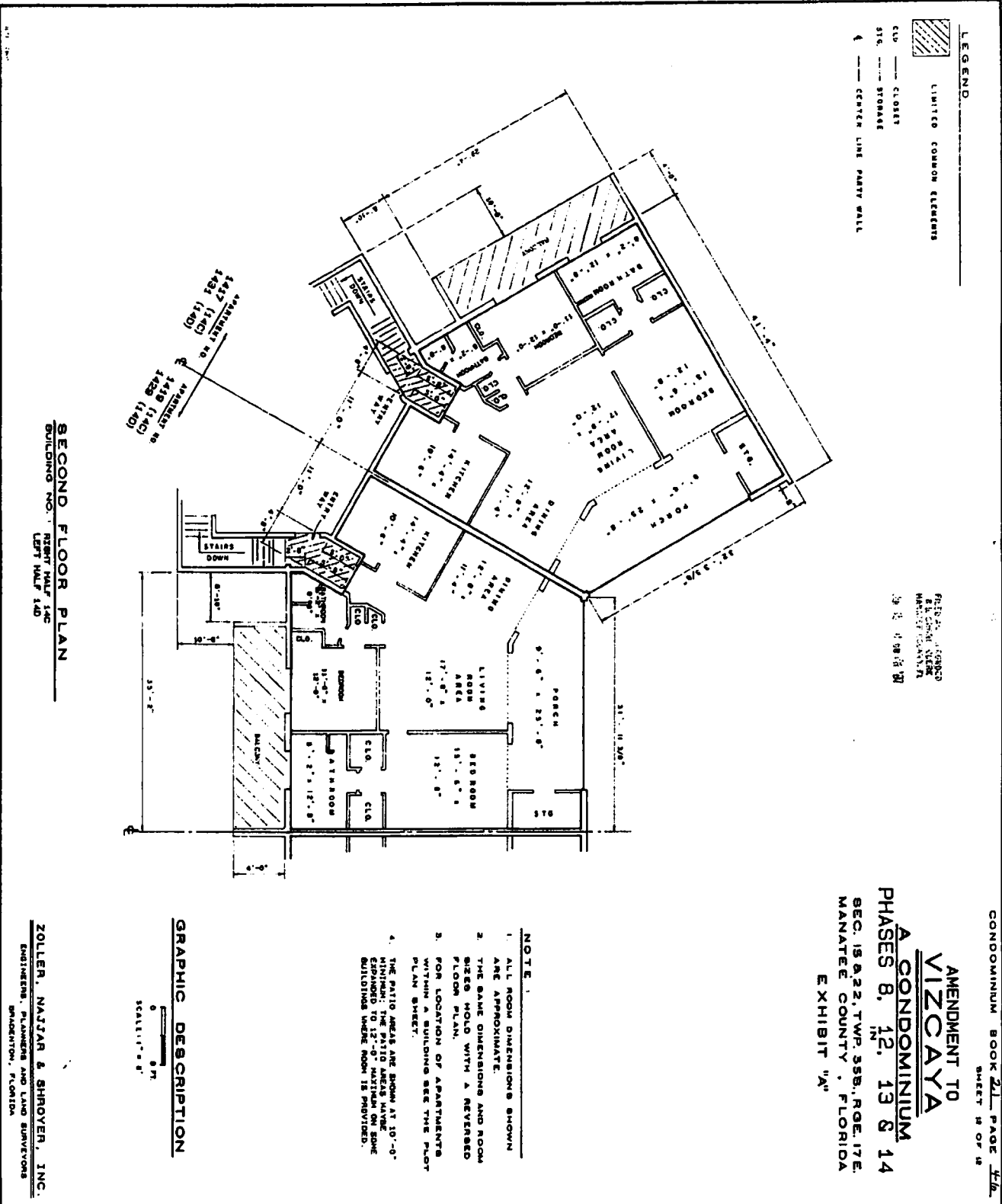
- NOTE:**
1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
  2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
  3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.

**GRAPHIC DESCRIPTION**



**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA





**LEGEND**

- LIMITED COMMON ELEMENTS
- CLOSET
- STORAGE
- CENTER LINE PARTY WALL

FILED IN RECORD  
 PUBLIC RECORDS  
 MANATEE COUNTY, FLORIDA  
 11/18/2020

CONDOMINIUM BOOK 21 PAGE 78a  
 SHEET 18 OF 18  
 AMENDMENT TO  
**VIZCAYA**  
 A CONDOMINIUM  
 PHASES 8, 12, 13 & 14  
 SEC. 15 & 22, TWP. 35B, RGE. 17E,  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**NOTE**

1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.
4. THE PATIO AREAS ARE SHOWN AT 10'-0" MINIMUM. THE PATIO AREAS HAVE SOME BUILDING WHERE ROOM IS PROVIDED.

**GRAPHIC DESCRIPTION**



**SECOND FLOOR PLAN**  
 BUILDING NO. 1 RIGHT HALF L&C  
 LEFT HALF L&C

ZOLLER, NAJJAR & SHROYER, INC.  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRANFORD, FLORIDA











CONDOMINIUM BOOK 17 - Page 150  
SHEET 9 OF 12

**VIZCAYA**  
A CONDOMINIUM  
PHASES 9 & 14  
IN  
SEC. 15 & 22, TWP. 35S., RGE. 17E.  
MANATEE COUNTY, FLORIDA  
EXHIBIT "A"

**LEGAL DESCRIPTION : (PHASE 15)**

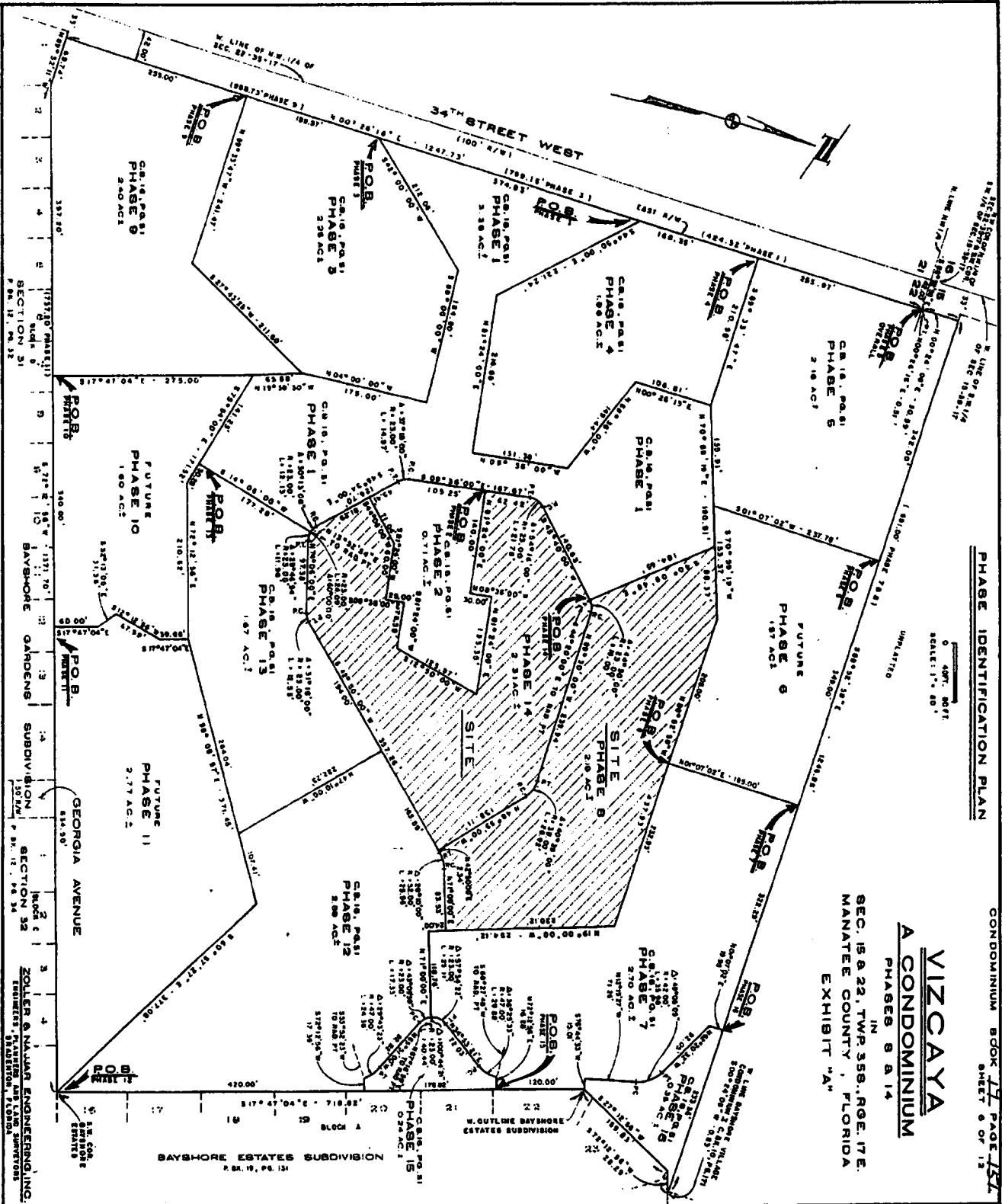
FROM THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING ALSO THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 15, RUN S 89° 53' 58" E, WITH BUILDINGS REFERRED TO GRID NORTH OR THE WEST SIDE OF THE FLORIDA SAID N.W. 1/4. A DISTANCE OF 42.00 FEET TO THE EAST RIGHT OF WAY LINE OF 14TH STREET WEST; THENCE, ALONG SAID RIGHT OF WAY LINE TWO COURSES, VIZ: N 00° 24' 16" E, A DISTANCE OF 147.51 FEET TO A RIGHT OF WAY P.L.; AND N 00° 24' 16" E, PARALLEL TO SAID RIGHT OF WAY P.L. A DISTANCE OF 10.58 FEET; THENCE S 81° 52' 31" E, PARALLEL WITH THE SOUTH LINE OF THE SAID S.W. 1/4 OF SECTION 15, A DISTANCE OF 124.45 FEET TO THE WEST LINE OF BAYSHORE VILLAGE CONDOMINIUM 1, A CONDOMINIUM, AS RECORDED IN COMMISSION BOOK 10, PAGE 24, 08" W, ALONG SAID WEST LINE CORNER LINE; THENCE S 00° 24' 16" E, ALONG SAID WEST LINE CORNER LINE OF 0.83 FEET TO THE WESTLY OUTLINE OF BAYSHORE ESTATES SUB-DIVISION, AS RECORDED IN PLAT BOOK 19, PAGE 111, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, ALONG SAID WESTLY OUTLINE LINE 529.55 FEET; S 72° 12' 06" E, A DISTANCE OF 28.29 FEET; S 1° 47' 04" E, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING; THENCE S 72° 12' 06" E, A DISTANCE OF 17.39 FEET TO A POINT ON THE LEFT HAND CURVE; THENCE ALONG SAID CURVE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 14.18 FEET THROUGH A CENTRAL ANGLE OF 29° 43' 21" TO THE P.T.C. OF SAID CURVE; THENCE N 45° 51' 00" W, A DISTANCE OF 21.01 FEET TO THE P.C. OF SAID CURVE; THENCE ALONG SAID CURVE, A DISTANCE OF 40.44 FEET THROUGH A CENTRAL ANGLE OF 100° 44' 21" TO THE P.T. OF SAID CURVE; THENCE N 34° 53' 21" E, A DISTANCE OF 72.03 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 47.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 32.93 FEET THROUGH A CENTRAL ANGLE OF 36° 25' 33" TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 0.35 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION : (PHASE 16)**

FROM THE N.W. CORNER OF THE N.W. 1/4 OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING ALSO THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 15, RUN S 89° 53' 58" E, WITH BUILDINGS REFERRED TO GRID NORTH OR THE WEST SIDE OF THE FLORIDA SAID N.W. 1/4. A DISTANCE OF 42.00 FEET TO THE EAST RIGHT OF WAY LINE OF 14TH STREET WEST; THENCE, ALONG SAID RIGHT OF WAY LINE TWO COURSES, VIZ: N 00° 24' 16" E, A DISTANCE OF 147.51 FEET TO A RIGHT OF WAY P.L.; AND N 00° 24' 16" E, PARALLEL TO SAID RIGHT OF WAY P.L. A DISTANCE OF 10.58 FEET; THENCE S 81° 52' 31" E, PARALLEL WITH THE SOUTH LINE OF THE SAID S.W. 1/4 OF SECTION 15, A DISTANCE OF 1011.29 FEET TO THE POINT OF BEGINNING; THENCE S 00° 24' 16" E, A DISTANCE OF 211.86 FEET TO THE WEST LINE OF BAYSHORE VILLAGE CONDOMINIUM 1, A CONDOMINIUM, AS RECORDED IN COMMISSION BOOK 10, PAGE 24, 08" W, ALONG SAID WEST LINE CORNER LINE OF 0.83 FEET TO THE WESTLY OUTLINE OF BAYSHORE ESTATES SUB-DIVISION, AS RECORDED IN PLAT BOOK 19, PAGE 111, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE, ALONG SAID WESTLY OUTLINE LINE 529.55 FEET; S 72° 12' 06" E, A DISTANCE OF 28.29 FEET; S 1° 47' 04" E, A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING; THENCE S 72° 12' 06" E, A DISTANCE OF 15.01 FEET TO A POINT ON THE LEFT HAND CURVE; THENCE ALONG SAID CURVE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.01 FEET THROUGH A CENTRAL ANGLE OF 48° 05' 65" TO THE P.T. OF SAID CURVE; THENCE N 62° 20' 22" W, A DISTANCE OF 92.05 FEET; THENCE N 01° 07' 02" E, A DISTANCE OF 19.95 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 15 AND 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 0.35 ACRES, MORE OR LESS.



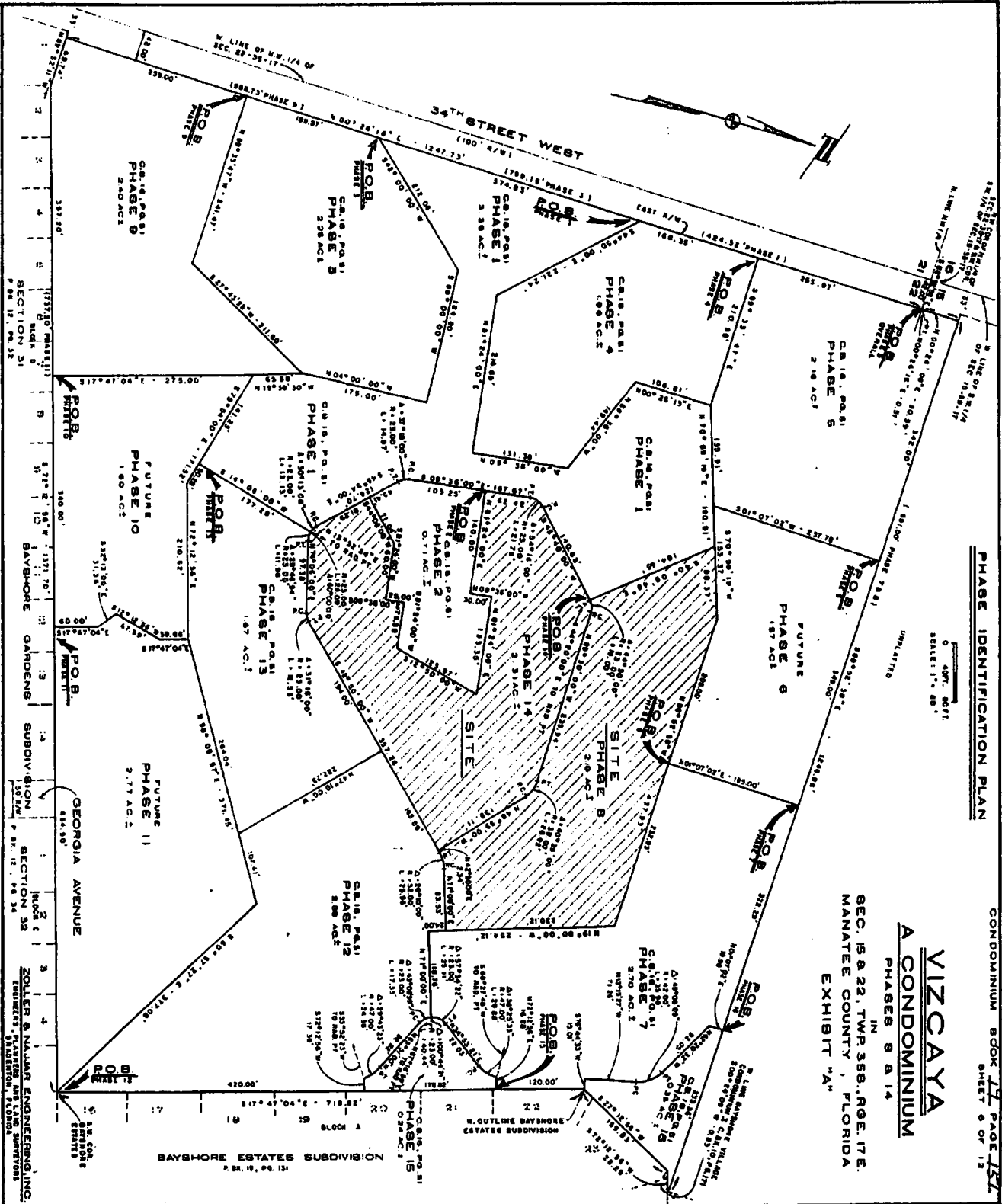
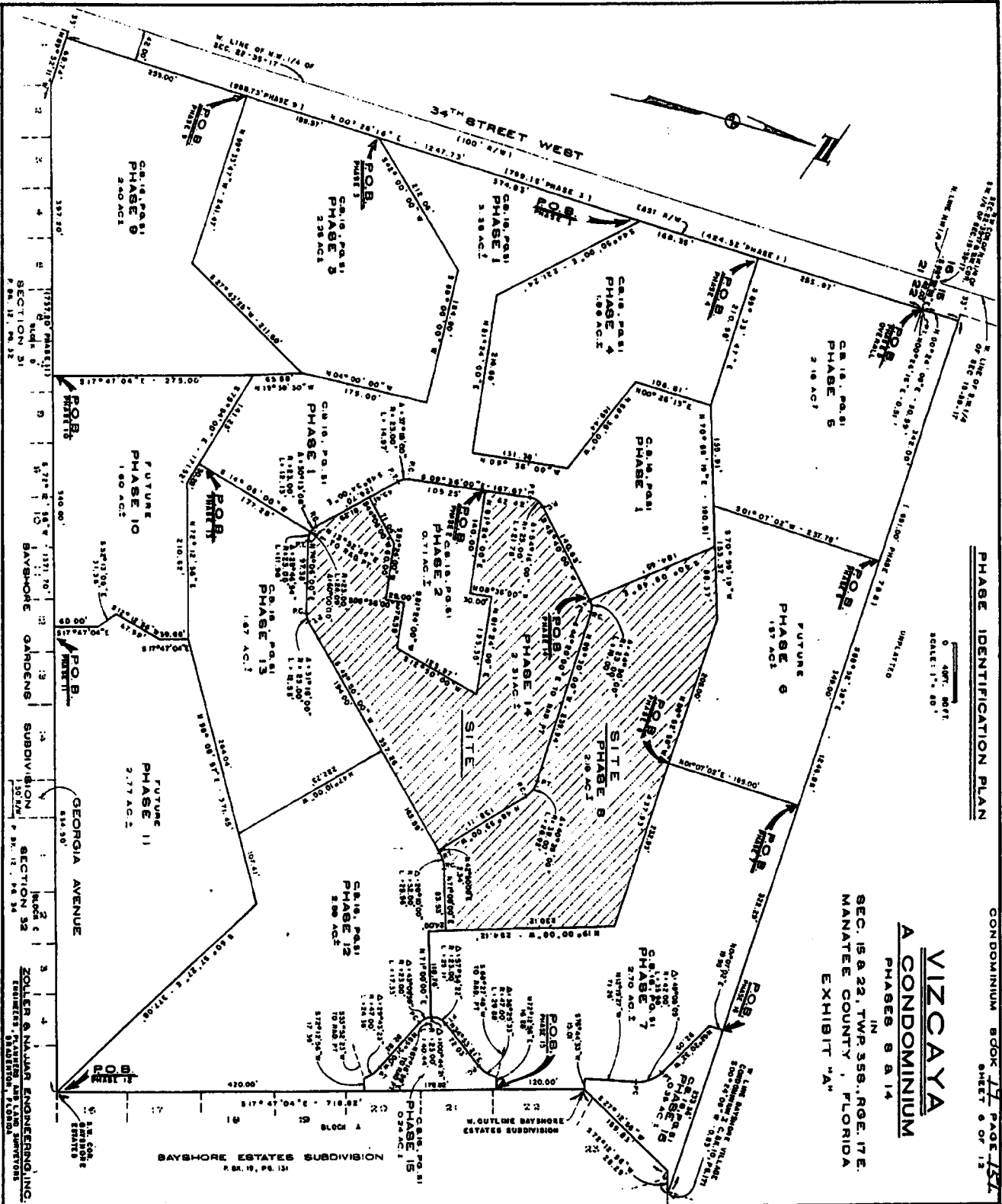
PHASE IDENTIFICATION PLAN

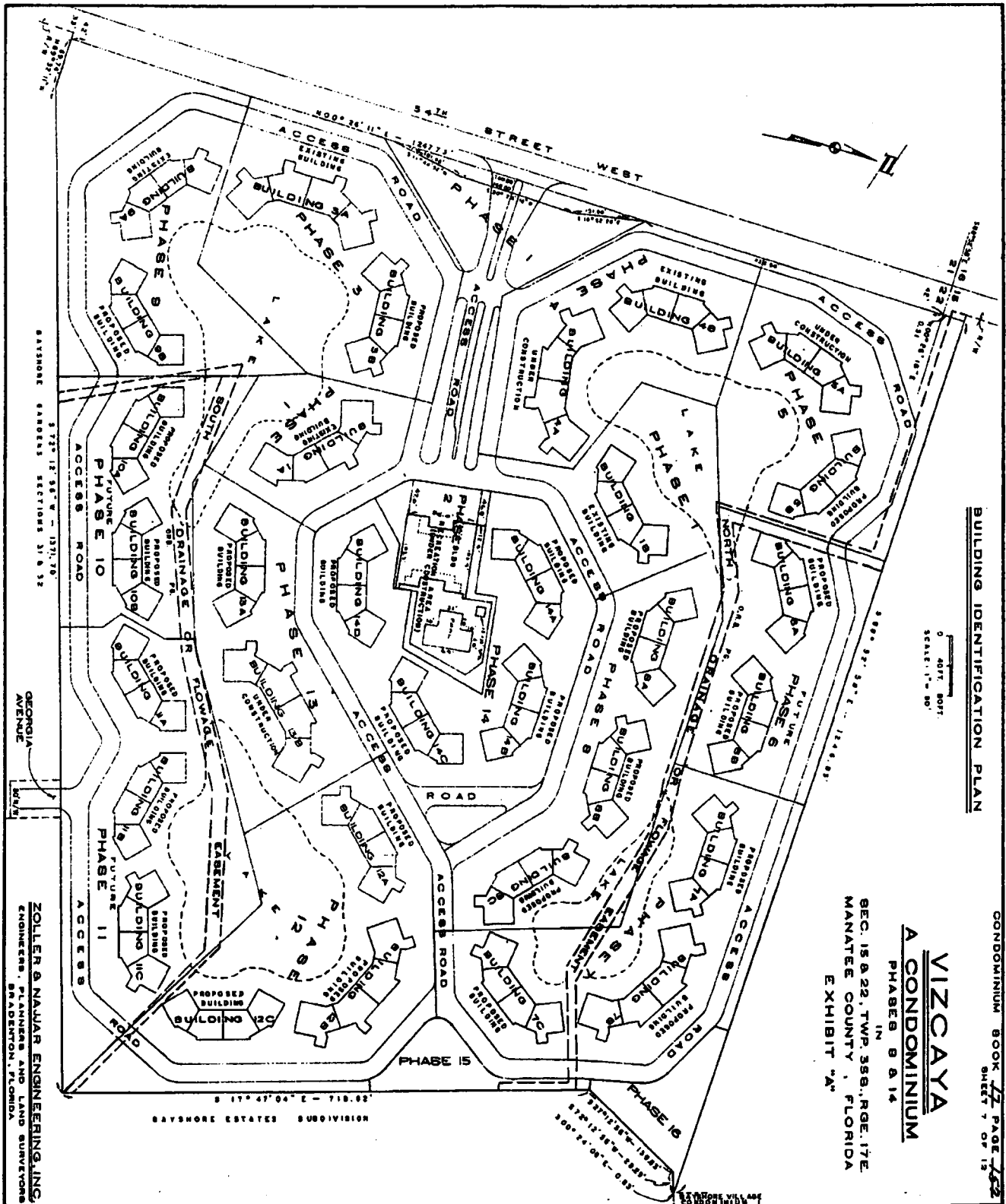
SCALE: 1" = 80'  
UNITS: FT/IN

CONDOMINIUM BOOK 15 PAGE 157  
SHEET 6 OF 12

**VIZZAYA**  
A CONDOMINIUM  
IN  
SEC. 15 & 22, TWP. 55S., RGE. 17E.  
MANATEE COUNTY, FLORIDA  
EXHIBIT "A"

ZOLLER & NAJAR ENGINEERING, INC.  
REGISTERED PROFESSIONAL ENGINEERS  
10000 W. GULF BLVD., SUITE 100  
DUNEDIN, FLORIDA 34626





BUILDING IDENTIFICATION PLAN

0 40 FT 80 FT  
SCALE: 1" = 80'

**VIZZAYA**  
A CONDOMINIUM  
IN  
PHASES 9 & 14  
SEC. 15 & 22, TWP. 35S., RGE. 17E.  
MANATEE COUNTY, FLORIDA  
EXHIBIT "A"

CONDOMINIUM BOOK 17 PAGE 762  
SHEET 7 OF 13

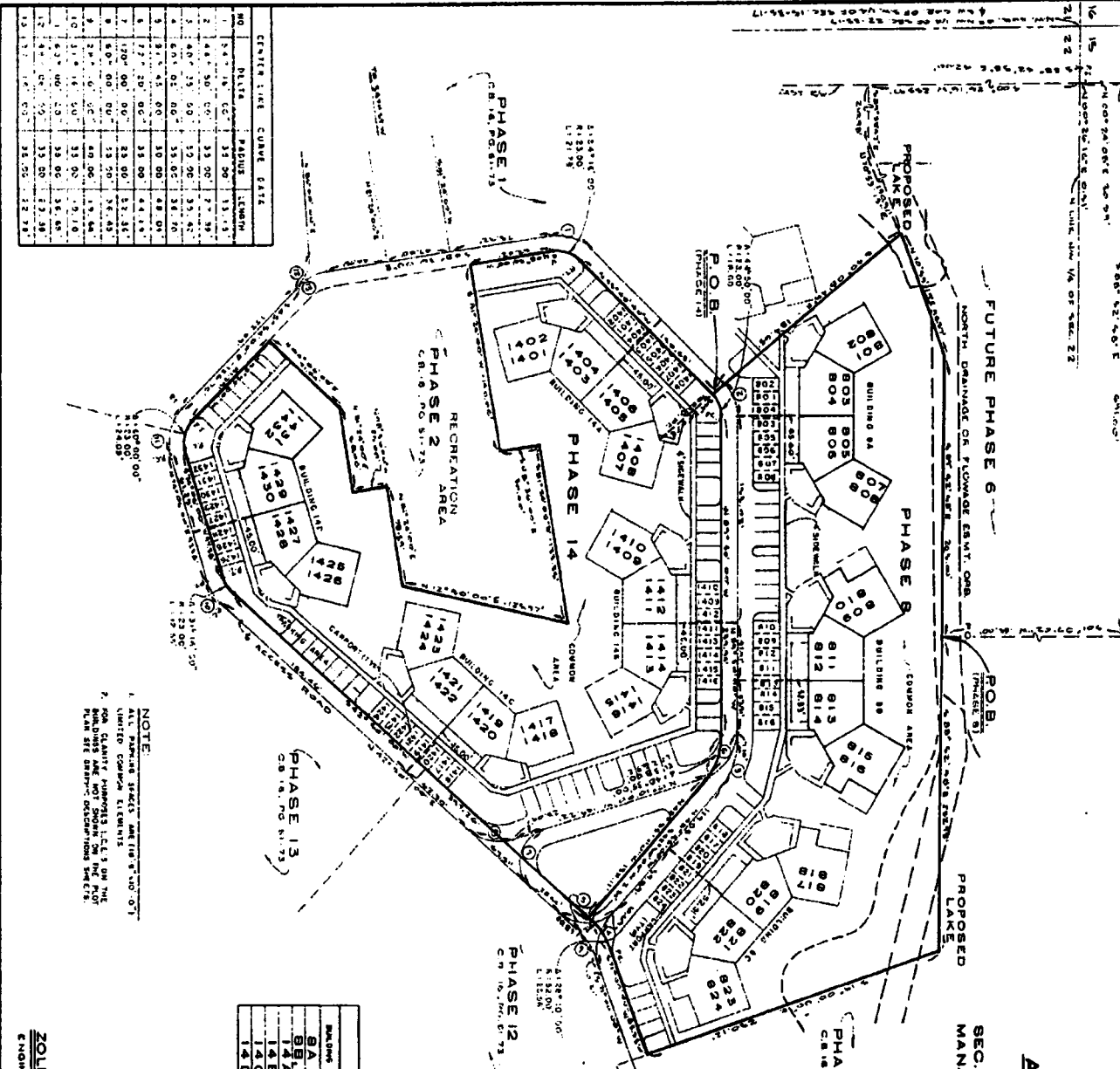
ZOLLER & NAWAR ENGINEERING, INC.  
ENGINEERS, PLANNERS AND LAND SURVEYORS  
BRADENTON, FLORIDA

BYSHORE ESTATES SUBDIVISION  
3 73° 12' 52" W - 1371.76'  
BYSHORE PARCELS SECTIONS 21 & 22

8 17° 47' 04" E - 718.82'

3 11° 22' 35" E - 284.51'  
3 11° 22' 35" E - 284.51'

**VIZCAYA**  
**A CONDOMINIUM**  
 PHASES 8 & 14  
 IN  
 SEC. 15 & 22, TWP. 36S., RGE. 17E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"



**PLOT PLAN**  
 PHASE 8 AND 14  
 SCALE: 1"=40'  
 DATE: 11/18/2025

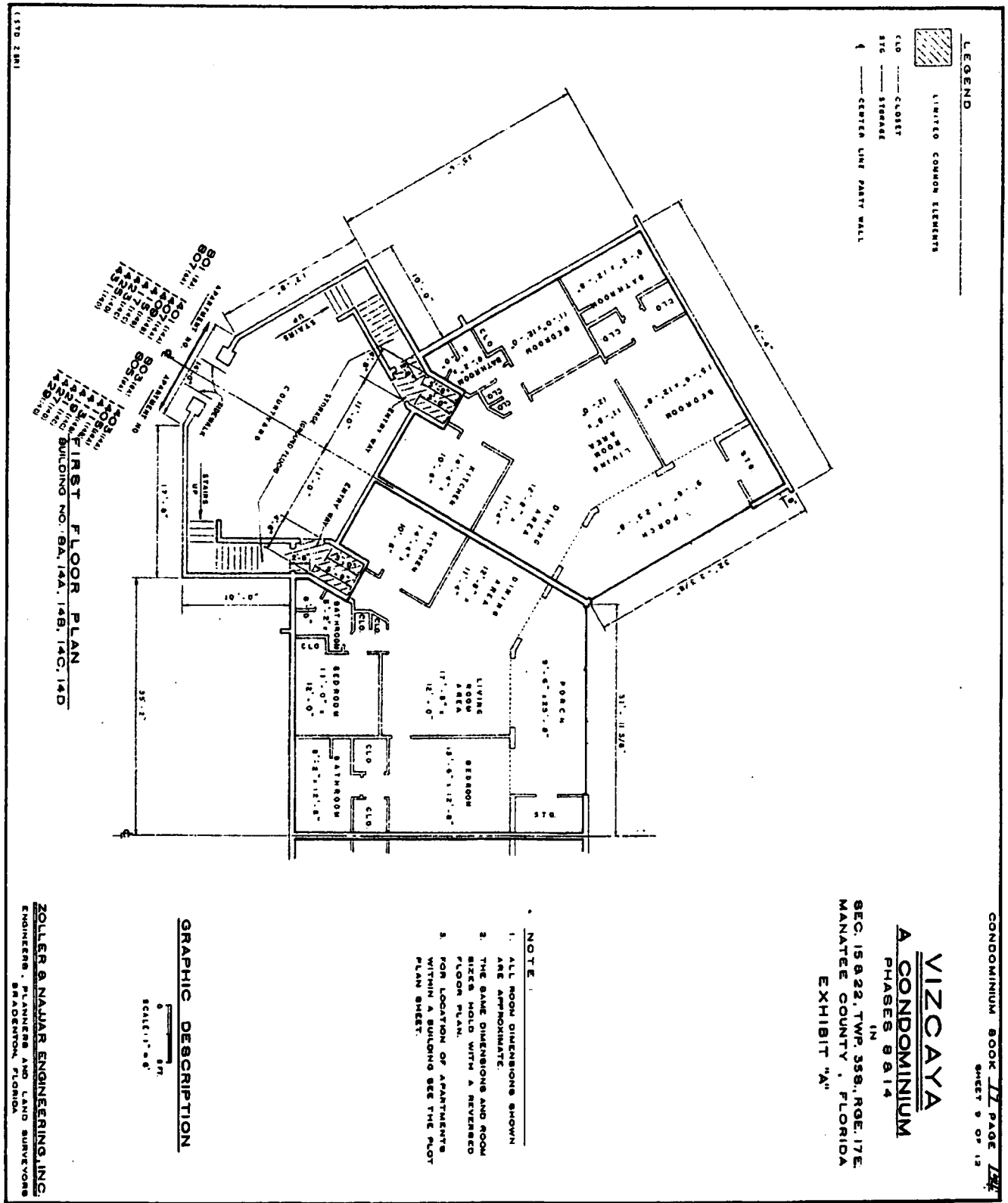
**NOTE:**  
 ALL UNITS AND OTHER IMPROVEMENTS SHOWN HEREON ARE PERMITS, AND HAVE NOT BEEN CONTRACTED. VERIFICATION OF FINAL SUBMITTAL, COMPLETION.

BUILDING NO.	BUILDING ELEVATIONS	
	INDICATED FINISHED FIRST FLOOR	INDICATED FINISHED SECOND FLOOR
8A	17.35	26.52
8B, 8C	18.00	27.17
14A	17.40	26.57
14B	18.15	27.32
14C	16.85	25.92
14D	18.50	25.97

**NOTE:**  
 1. ALL PARCELS ARE TO BE 5'-0" WIDE.  
 2. FOR CLARITY PURPOSES, ALL LINES ON THIS PLAN ARE SHOWN IN RED. (EXCEPT WHERE NOTED OTHERWISE)

**ZOLLER & NAJAR ENGINEERING, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA

NO.	DELTA	PASSIVE ELEMENT
1	24.16	33.00
2	44.30	33.00
3	40.15	33.00
4	60.01	33.00
5	81.45	33.00
6	27.20	33.00
7	100.00	33.00
8	0.00	33.00
9	24.00	33.00
10	11.18	33.00
11	43.90	33.00
12	44.00	33.00
13	13.10	33.00



**LEGEND**  
 LIMITED COMMON ELEMENTS  
 CLO CLOSET  
 STG STORAGE  
 CENTER LINE PARTY WALL

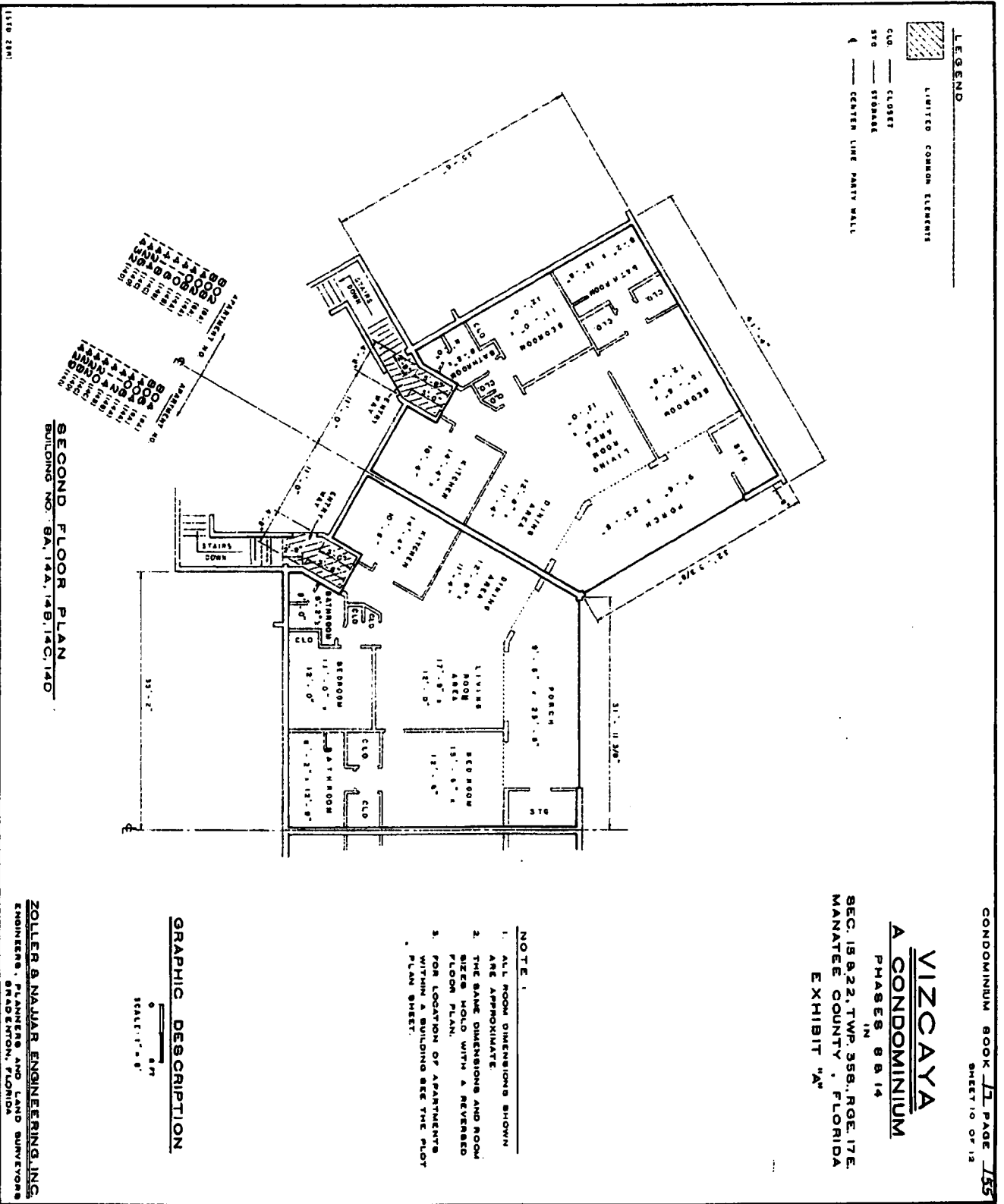
CONDOMINIUM BOOK **11** PAGE **124**  
 SHEET 9 OF 12  
**VIZCAYA**  
 A CONDOMINIUM  
 PHASES 9 & 14  
 IN  
 SEC. 15 & 22, TWP. 35S., RGE. 17E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**NOTE:**  
 1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.  
 2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.  
 3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.

**GRAPHIC DESCRIPTION**  
 0 5M  
 SCALE: 1" = 6'

**ZOLLER & NAWAR ENGINEERING, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA

(STD. 281)



**LEGEND**

- LIMITED COMMON ELEMENTS
- CLOSET
- STORAGE
- CENTER LINE PARTY WALLS

CONDOMINIUM BOOK **11** PAGE **155**  
 SHEET 10 OF 13

**VIZCAYA**  
**A CONDOMINIUM**  
 PHASES 9 & 14

SEC. 18 & 22, TWP. 35S., RGE. 17E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**NOTE**

1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.

**GRAPHIC DESCRIPTION**

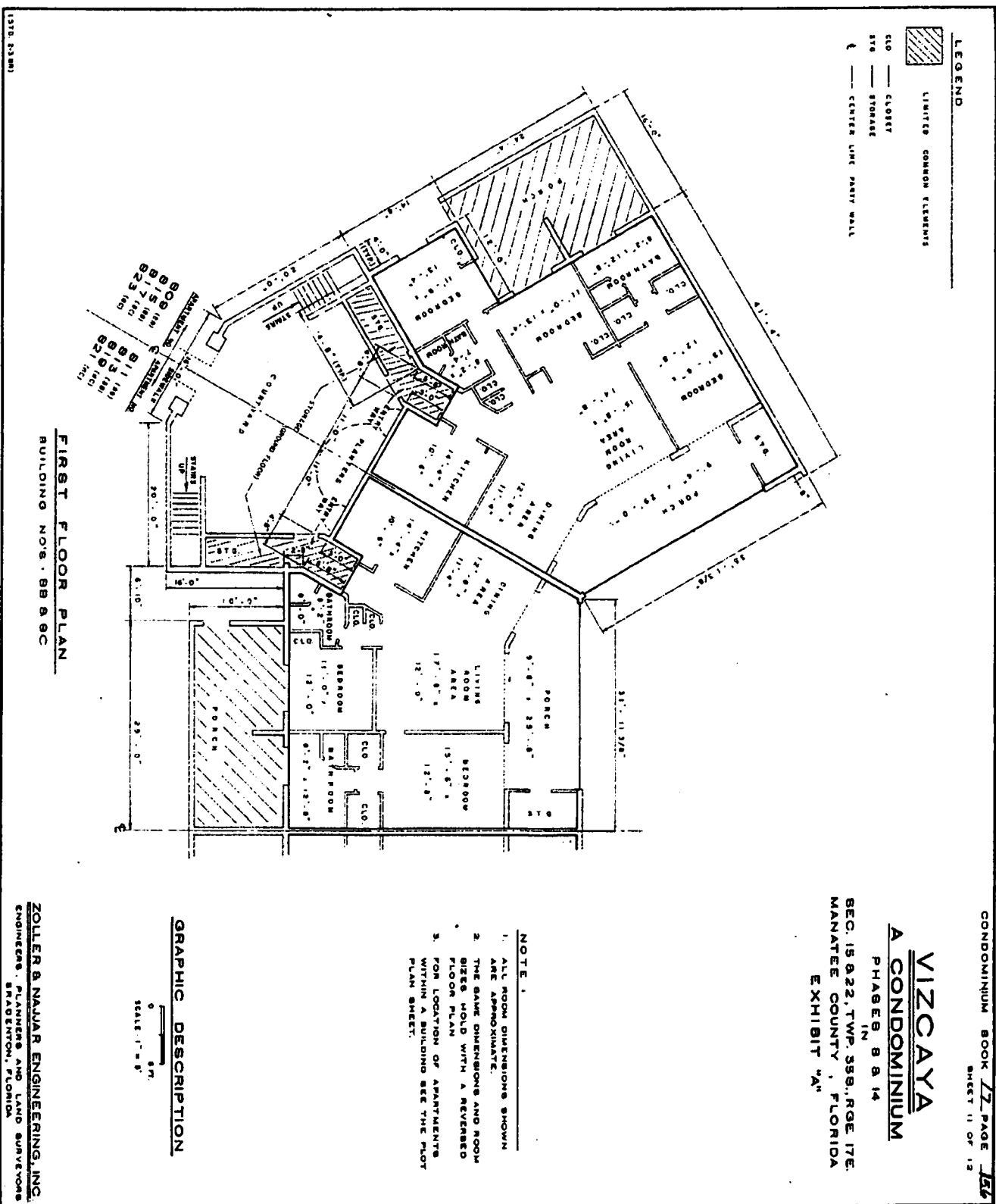


**ZOLLER & NAJJAR ENGINEERING, INC.**  
 ENGINEERS, PLANNERS, AND LAND SURVEYORS  
 BRADENTON, FLORIDA





**SECOND FLOOR PLAN**  
 BUILDING NO. BA, 14A, 14B, 14C, 14D

11/18/2020





**LEGEND**

-  LIMITED COMMON ELEMENTS
-  CLOSET
-  STORAGE
-  CENTER LINE PARTY WALL

**FIRST FLOOR PLAN**  
 BUILDING NO. 88 89 C

CONDOMINIUM BOOK **17** PAGE **156**  
 SHEET 11 OF 12

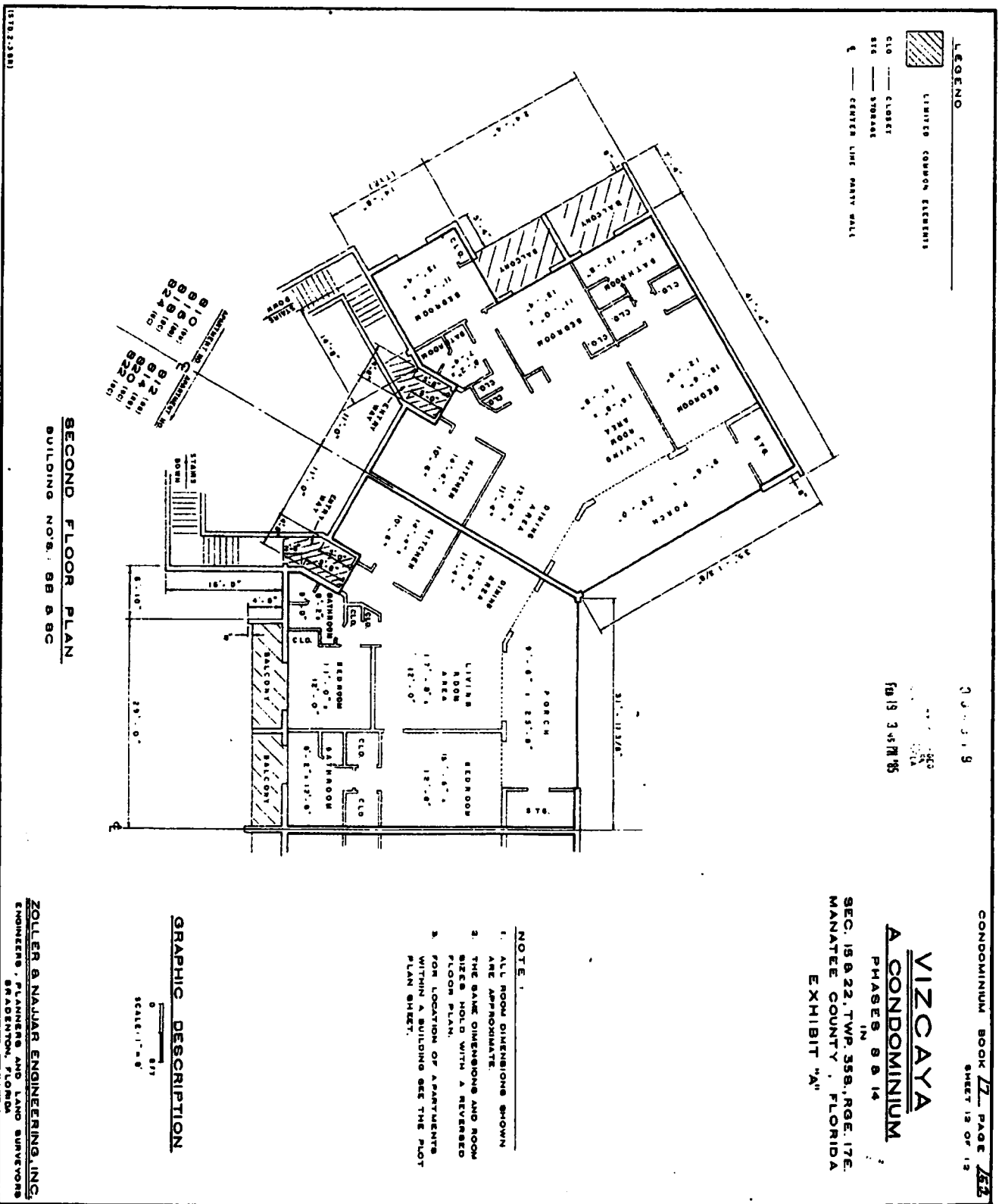
**VIZCAYA**  
 A CONDOMINIUM  
 PHASE 8 B 14  
 IN  
 SEC. 15 22, TWP. 35S, RGE 17E,  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

- NOTE:**
1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
  2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN
  3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.

**GRAPHIC DESCRIPTION**



**ZOLLER & NAJAR ENGINEERING, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA



**LEGEND**

- LIMITED COMMON ELEMENTS
- CLOSET
- STORAGE
- CENTER LINE PARTY WALL

00-0-19

1919 3457185

CONDOMINIUM BOOK **LZ** PAGE **252**  
 SHEET 15 OF 15

**VIZCAYA**  
**A CONDOMINIUM**  
 PHASES 8 & 14  
 IN  
 SEC. 15 & 22, TWP. 58S, RGE. 17E,  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**NOTE**

1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.

**GRAPHIC DESCRIPTION**

0 5175  
 SCALE: 1" = 8'

**SECOND FLOOR PLAN**  
 BUILDING NOS. 8B 8C

**ZOLLER & NAUMER ENGINEERING, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA

**LEGAL DESCRIPTION (OVERALL)**

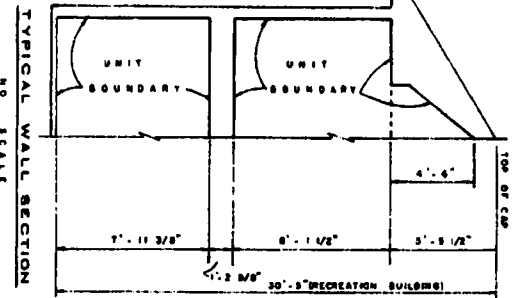
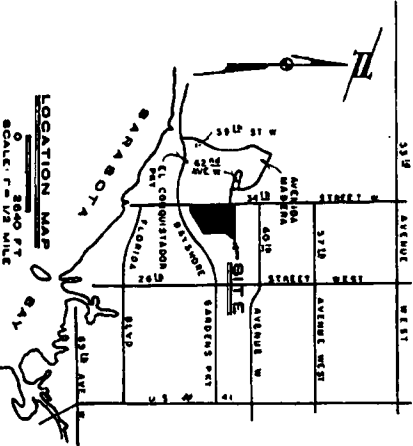
FROM THE N.W. CORNER OF THE N.W. 1/4 OF SECTION 22, TOWNSHIP 25 SOUTH, RANGE 17 EAST, BEING ALSO THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 15, ROW 8 89° 52' 54" E, WITH BEARINGS REFERRED TO GRID NORTH OF THE WEST EDGE OF THE FLORIDA STATE ROAD RECORD SECTION PLANS, THE NORTH LINE OF THE SAID SECTION 1/4, A DISTANCE OF 147.75 FEET TO THE POINT OF BEGINNING, ALONG SAID RIGHT OF WAY LINE TWO COURSES, VIZ: N 00° 24' 18" E, A DISTANCE OF 0.51 FEET TO A RIGHT OF WAY P.I., AND N 00° 24' 18" E, A DISTANCE OF 111.00 FEET TO THE WEST LINE OF THE WEST 1/4 OF SECTION 15, ROW 8 89° 52' 54" E, PARALLEL WITH THE LINE OF THE SAID S.W. 1/4 OF SECTION 15, A DISTANCE OF 1246.85 FEET TO THE WEST LINE OF BAYSHORE VILLAGE CONDOMINIUM 1, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 10, PAGE 111, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THENCE OF 0.83 FEET TO THE WESTERN OUTLINE OF BAYSHORE STRAITS SUBDIVISION, AS RECORDED IN PLAT BOOK 19, PAGE 131, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THENCE, ALONG SAID WESTERN OUTLINE THREE COURSES, VIZ: S 72° 12' 56" W, A DISTANCE OF 38.19 FEET; S 17° 41' 04" E, A DISTANCE OF 118.82 FEET TO THE NORTHEASTLY OUTLINE OF BAYSHORE GARDENS SECTION 31, AS RECORDED IN PLAT BOOK 17, PAGE 34, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THENCE S 72° 12' 56" W, ALONG THE NORTHEASTLY OUTLINE OF SAID BAYSHORE GARDENS SECTION 31, AND ALONG THE NORTHEASTLY OUTLINE OF BAYSHORE STRAITS SUBDIVISION, AS RECORDED IN PLAT BOOK 19, PAGE 131, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THENCE S 72° 12' 56" W, ALONG THE NORTHEASTLY OUTLINE OF SAID BAYSHORE GARDENS SECTION 31, A DISTANCE OF 1171.70 FEET; THENCE S 89° 32' 11" W, ALONG THE NORTHEASTLY OUTLINE OF SAID BAYSHORE GARDENS SECTION 31, A DISTANCE OF 57.74 FEET TO THE ABOVE DESCRIBED EAST RIGHT OF WAY LINE OF SAID SECTION 1/4, AND PARALLEL WITH SAID EAST RIGHT OF WAY LINE AND PARALLEL WITH SAID EAST RIGHT OF WAY LINE OF THE SAID N.W. 1/4, A DISTANCE OF 1341.73 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 15 AND 22, TOWNSHIP 25 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, COMPRISING 31.22 ACRES, MORE OR LESS.

**NOTES:**

1. READINGS REFERRED TO GRID NORTH OF THE WEST EDGE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM.
2. IMPROVEMENTS WITHIN THE COMMON ELEMENTS, SUCH AS, BUT NOT LIMITED TO WATER METERS, WATER LINES, SANITARY SEWERS, STORM DRAINS, SIDEWALKS AND TREES HAVE NOT BEEN LOCATED.
3. ELEVATIONS HEREON ARE BASED ON MANATEE COUNTY BENCH MARK, DISC IN CENTER LINE OF MEDIAN OF BAYSHORE GARDENS PARKWAY 65 FEET EAST OF CENTER LINE OF 34TH STREET WEST, ELEVATION = 11.71.
4. ALL BUILDING TIES ARE PERPENDICULAR TO THE CENTER LINE OF THE ROADS UNLESS OTHERWISE SHOWN.

**VIZCAYA**  
**A CONDOMINIUM**  
**PHASES 6, 10 & 11**

SEC. 15 & 22, TWP. 25 S., RGE. 17 E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"



178391

**UNIT BOUNDARIES**

EACH UNIT SHALL CONSIST OF THAT PART OF THE BUILDING AND IMPROVEMENTS CONTAINING THE UNIT THAT LIES WITHIN THE UNIT BOUNDARIES, AS HEREIN DEFINED, AND AS REFLECTED ON THE SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION.

**UPPER AND LOWER BOUNDARIES**  
 THE UPPER AND LOWER BOUNDARIES OF EACH UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.

**UPPER BOUNDARY**  
 THE HORIZONTAL PLANE OF THE UNROOFED FINISHED CEILING.

**LOWER BOUNDARY**  
 THE HORIZONTAL PLANE OF THE UNROOFED FINISHED FLOOR.

**PERIMETRICAL BOUNDARIES**  
 THE PERIMETRICAL BOUNDARIES OF EACH UNIT SHALL BE THE VERTICAL PLANES OF THE UNROOFED FINISHED INTERIOR SURFACE OF THE WALLS BOUNDING THE UNIT, EXTENDED TO THEIR INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.

**SURVEYOR'S CERTIFICATE**

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HAVE BEEN DULY SWORN AND HAVE PERSONALLY AND INDEPENDENTLY EXAMINED THE SURVEY AND THE INFORMATION CONTAINED THEREIN, RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS DESCRIBED, AND I AM NOT AWARE OF ANY FACTS THAT WOULD CAUSE ME TO QUESTION THE ACCURACY OF THE SURVEY OR THE INFORMATION CONTAINED THEREIN. THIS CONDOMINIUM IS NOT COMPLETE AT THIS TIME EXCEPT AS SHOWN.

DATE OF SURVEY: 11/18/24  
 PROFESSIONAL LAND SURVEYOR  
 FLORIDA CERTIFICATE NO. 4383  
**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA

**VIZCAYA**  
A CONDOMINIUM  
PHASES 6, 10 & 11  
IN  
SEC. 15 & 22, TWP. 35S., RGE. 17E,  
MANATEE COUNTY, FLORIDA  
EXHIBIT "A"

**LEGAL DESCRIPTION: (PHASE 13)**

FROM THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING ALSO THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 15, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING REFERRED TO AS THE WEST LINE OF THE SAID N.W. 1/4, A DISTANCE OF 42.00 FEET TO THE EAST ALONG OF SAID LINE OF 34TH STREET WEST, AND S 00° 36' 16" W, ALONG SAID RIGHT-OF-WAY LINE FOR 41.00 FEET TO THE EAST POINT OF THE NORTHERLY OUTLINE OF SAID BAYSHORE GARDENS SECTION 11, AS RECORDED IN PLAT BOOK 12, PAGE 32, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 89° 32' 11" E, ALONG THE NORTHERLY OUTLINE OF SAID BAYSHORE GARDENS SECTION 11, A DISTANCE OF 171.47 FEET; THENCE N 14° 06' 00" E, A DISTANCE OF 141.23 FEET TO THE POINT OF BEGINNING; THENCE N 14° 06' 00" E, A DISTANCE OF 177.28 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER IS NORTHEASTLY EASTWARD AND NORTHEASTLY EASTWARD IN A CIRCULAR ARC OF 37° 46' 54", A DISTANCE OF 11.96 FEET TO THE P.T. OF SAID CURVE; THENCE N 74° 06' 00" E, A DISTANCE OF 97.38 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET; THENCE IN A NORTHEASTLY DIRECTION THROUGH A CENTRAL ANGLE OF 194.00 FEET; THENCE S 47° 10' 00" E, A DISTANCE OF 212.23 FEET; THENCE S 58° 05' 57" W, A DISTANCE OF 264.64 FEET; THENCE S 72° 12' 56" W, A DISTANCE OF 210.61 FEET; THENCE N 52° 13' 56" E, A DISTANCE OF 634.50 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 1.67 ACRES, MORE OR LESS.

**LEGAL DESCRIPTION: (PHASE 14)**

FROM THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING ALSO THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 15, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING REFERRED TO AS THE WEST LINE OF THE SAID N.W. 1/4, A DISTANCE OF 42.00 FEET TO THE EAST ALONG OF SAID LINE OF 34TH STREET WEST, AND S 00° 36' 16" W, ALONG SAID RIGHT-OF-WAY LINE FOR 41.00 FEET TO THE EAST POINT OF THE NORTHERLY OUTLINE OF SAID BAYSHORE GARDENS SECTION 11, AS RECORDED IN PLAT BOOK 12, PAGE 32, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 89° 32' 11" E, ALONG THE NORTHERLY OUTLINE OF SAID BAYSHORE GARDENS SECTION 11, A DISTANCE OF 171.47 FEET; THENCE N 14° 06' 00" E, A DISTANCE OF 141.23 FEET TO THE POINT OF BEGINNING; THENCE N 14° 06' 00" E, A DISTANCE OF 177.28 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER IS NORTHEASTLY EASTWARD AND NORTHEASTLY EASTWARD IN A CIRCULAR ARC OF 37° 46' 54", A DISTANCE OF 11.96 FEET TO THE P.T. OF SAID CURVE; THENCE N 74° 06' 00" E, A DISTANCE OF 97.38 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET; THENCE IN A NORTHEASTLY DIRECTION THROUGH A CENTRAL ANGLE OF 194.00 FEET; THENCE S 47° 10' 00" E, A DISTANCE OF 212.23 FEET; THENCE S 58° 05' 57" W, A DISTANCE OF 264.64 FEET; THENCE S 72° 12' 56" W, A DISTANCE OF 210.61 FEET; THENCE N 52° 13' 56" E, A DISTANCE OF 634.50 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 2.31 ACRES, MORE OR LESS.

ZOLLER, NAJJAR & SHROYER, INC.  
ENGINEERS, PLANNERS AND LAND SURVEYORS  
BRANDSTON, FLORIDA

**SITE**  
**LEGAL DESCRIPTION: (PHASE 11)**

FROM THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING ALSO THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 15, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING REFERRED TO AS THE WEST LINE OF THE SAID N.W. 1/4, A DISTANCE OF 42.00 FEET TO THE EAST ALONG OF SAID LINE OF 34TH STREET WEST, AND S 00° 36' 16" W, ALONG SAID RIGHT-OF-WAY LINE FOR 41.00 FEET TO THE EAST POINT OF THE NORTHERLY OUTLINE OF SAID BAYSHORE GARDENS SECTION 11, AS RECORDED IN PLAT BOOK 12, PAGE 32, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 89° 32' 11" E, ALONG THE NORTHERLY OUTLINE OF SAID BAYSHORE GARDENS SECTION 11, A DISTANCE OF 171.47 FEET; THENCE N 14° 06' 00" E, A DISTANCE OF 141.23 FEET TO THE POINT OF BEGINNING; THENCE N 14° 06' 00" E, A DISTANCE OF 177.28 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER IS NORTHEASTLY EASTWARD AND NORTHEASTLY EASTWARD IN A CIRCULAR ARC OF 37° 46' 54", A DISTANCE OF 11.96 FEET TO THE P.T. OF SAID CURVE; THENCE N 74° 06' 00" E, A DISTANCE OF 97.38 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET; THENCE IN A NORTHEASTLY DIRECTION THROUGH A CENTRAL ANGLE OF 194.00 FEET; THENCE S 47° 10' 00" E, A DISTANCE OF 212.23 FEET; THENCE S 58° 05' 57" W, A DISTANCE OF 264.64 FEET; THENCE S 72° 12' 56" W, A DISTANCE OF 210.61 FEET; THENCE N 52° 13' 56" E, A DISTANCE OF 634.50 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

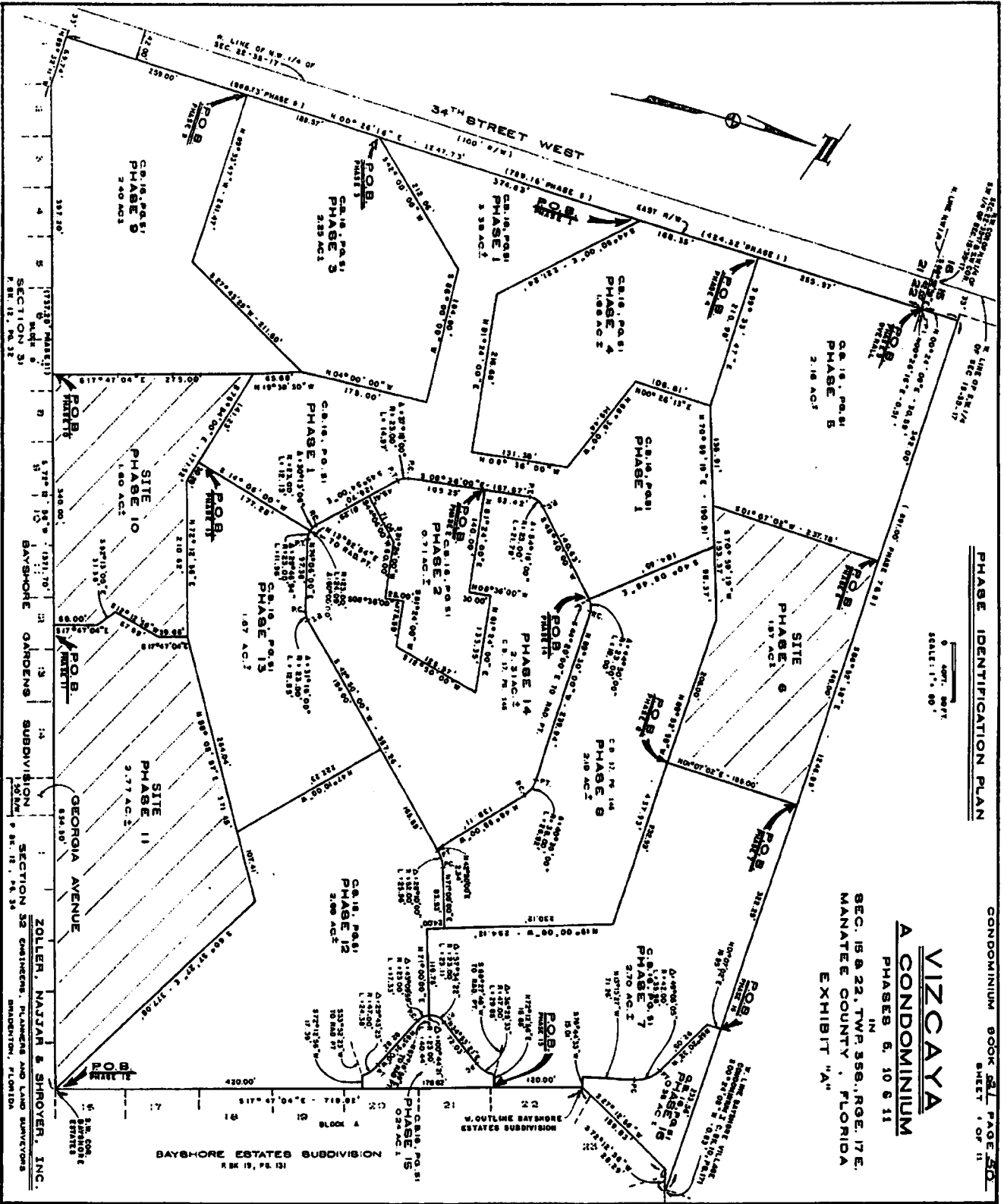
CONTAINING 2.77 ACRES, MORE OR LESS.

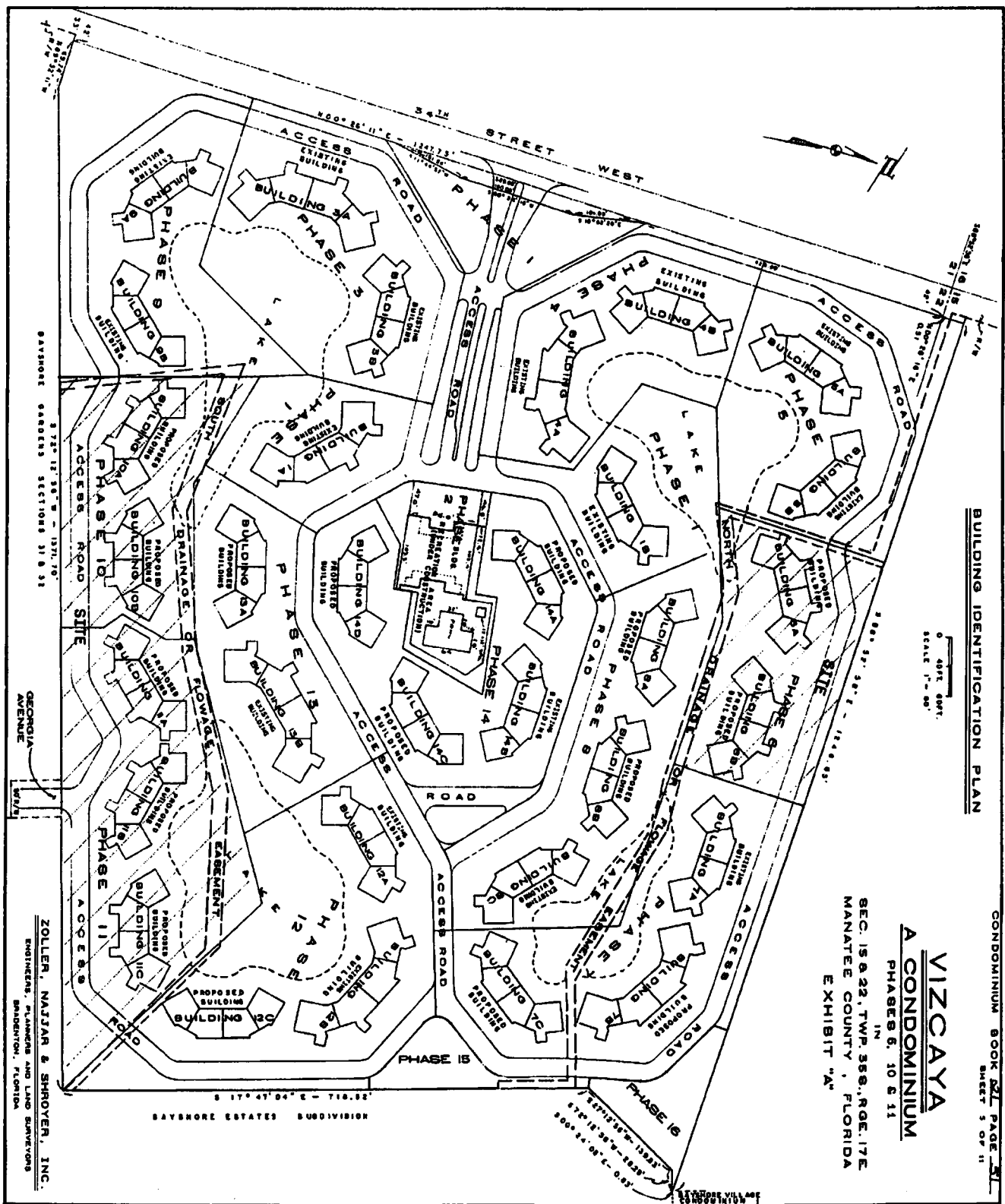
**LEGAL DESCRIPTION: (PHASE 12)**

FROM THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING ALSO THE S.W. CORNER OF THE S.W. 1/4 OF SECTION 15, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING REFERRED TO AS THE WEST LINE OF THE SAID N.W. 1/4, A DISTANCE OF 42.00 FEET TO THE EAST ALONG OF SAID LINE OF 34TH STREET WEST, AND S 00° 36' 16" W, ALONG SAID RIGHT-OF-WAY LINE FOR 41.00 FEET TO THE EAST POINT OF THE NORTHERLY OUTLINE OF SAID BAYSHORE GARDENS SECTION 11, AS RECORDED IN PLAT BOOK 12, PAGE 32, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 89° 32' 11" E, ALONG THE NORTHERLY OUTLINE OF SAID BAYSHORE GARDENS SECTION 11, A DISTANCE OF 171.47 FEET; THENCE N 14° 06' 00" E, A DISTANCE OF 141.23 FEET TO THE POINT OF BEGINNING; THENCE N 14° 06' 00" E, A DISTANCE OF 177.28 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER IS NORTHEASTLY EASTWARD AND NORTHEASTLY EASTWARD IN A CIRCULAR ARC OF 37° 46' 54", A DISTANCE OF 11.96 FEET TO THE P.T. OF SAID CURVE; THENCE N 74° 06' 00" E, A DISTANCE OF 97.38 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET; THENCE IN A NORTHEASTLY DIRECTION THROUGH A CENTRAL ANGLE OF 194.00 FEET; THENCE S 47° 10' 00" E, A DISTANCE OF 212.23 FEET; THENCE S 58° 05' 57" W, A DISTANCE OF 264.64 FEET; THENCE S 72° 12' 56" W, A DISTANCE OF 210.61 FEET; THENCE N 52° 13' 56" E, A DISTANCE OF 634.50 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 22, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 2.88 ACRES, MORE OR LESS.

ZOLLER, NAJJAR & SHROYER, INC.  
ENGINEERS, PLANNERS AND LAND SURVEYORS  
BRANDSTON, FLORIDA





BUILDING IDENTIFICATION PLAN

0 40 80  
FEET  
SCALE 1" = 80'

**VIZZAYA**  
**A CONDOMINIUM**  
IN  
SEC. 15 & 22, TWP. 56S., RGE. 17E  
MANATEE COUNTY, FLORIDA  
EXHIBIT "A"

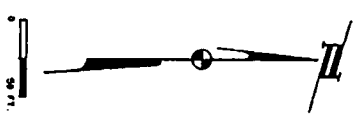
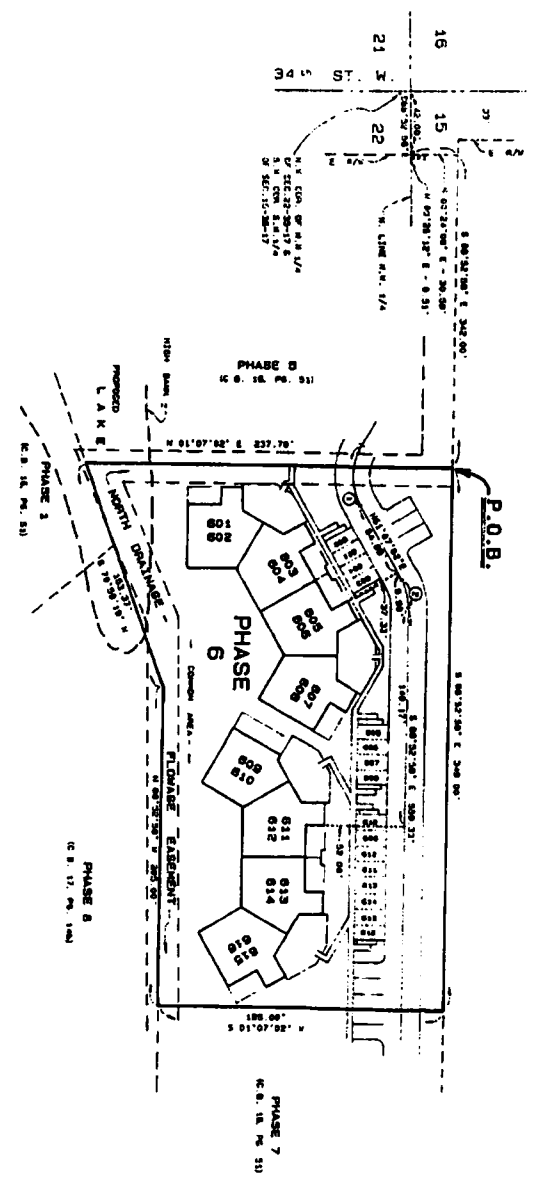
CONDOMINIUM BOOK 221 PAGE 21  
SHEET 5 OF 11

ZOLLER, NAJJAR & SHROYER, INC.  
ENGINEERS, PLANNERS AND LAND SURVEYORS  
ORLANDO, FLORIDA

BAYSHORE GARDENS SECTIONS 21 & 22

BAYSHORE ESTATES SUBDIVISION

CURVE DATA			
STATION	CHORD	ANGLE	TANGENT
1+00.00	100.00	90.00	100.00
1+50.00	150.00	135.00	150.00
2+00.00	200.00	180.00	200.00
2+50.00	250.00	225.00	250.00
3+00.00	300.00	270.00	300.00
3+50.00	350.00	315.00	350.00
4+00.00	400.00	360.00	400.00

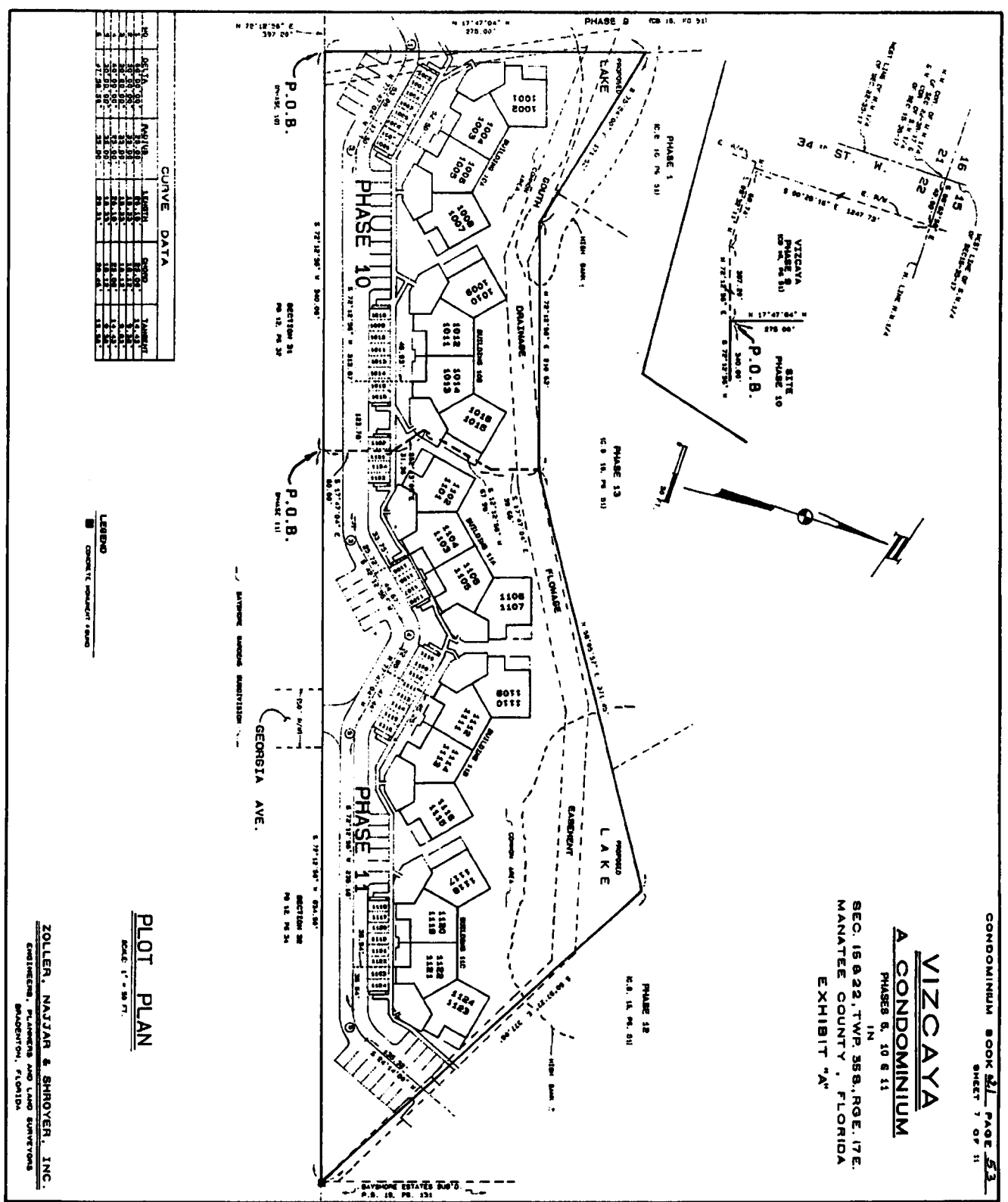


**PLOT PLAN**  
 SCALE: 1" = 50 FT.

CONDOMINIUM BOOK 21 PAGE 52  
 SHEET 5 OF 11

**VIZCAYA**  
**A CONDOMINIUM**  
 IN  
 PHASES 6, 10 & 11  
 SEC. 15 & 22, TWP. 35S., RGE. 17E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA



CURVE DATA			
NO.	DELTA ANGLE	LENGTH	TANGENT
1	111.11	111.11	111.11
2	111.11	111.11	111.11
3	111.11	111.11	111.11
4	111.11	111.11	111.11
5	111.11	111.11	111.11
6	111.11	111.11	111.11
7	111.11	111.11	111.11
8	111.11	111.11	111.11
9	111.11	111.11	111.11
10	111.11	111.11	111.11
11	111.11	111.11	111.11
12	111.11	111.11	111.11
13	111.11	111.11	111.11
14	111.11	111.11	111.11
15	111.11	111.11	111.11
16	111.11	111.11	111.11
17	111.11	111.11	111.11
18	111.11	111.11	111.11
19	111.11	111.11	111.11
20	111.11	111.11	111.11
21	111.11	111.11	111.11
22	111.11	111.11	111.11
23	111.11	111.11	111.11
24	111.11	111.11	111.11
25	111.11	111.11	111.11
26	111.11	111.11	111.11
27	111.11	111.11	111.11
28	111.11	111.11	111.11
29	111.11	111.11	111.11
30	111.11	111.11	111.11

LEGEND  
 CONCRETE FOUNDATION

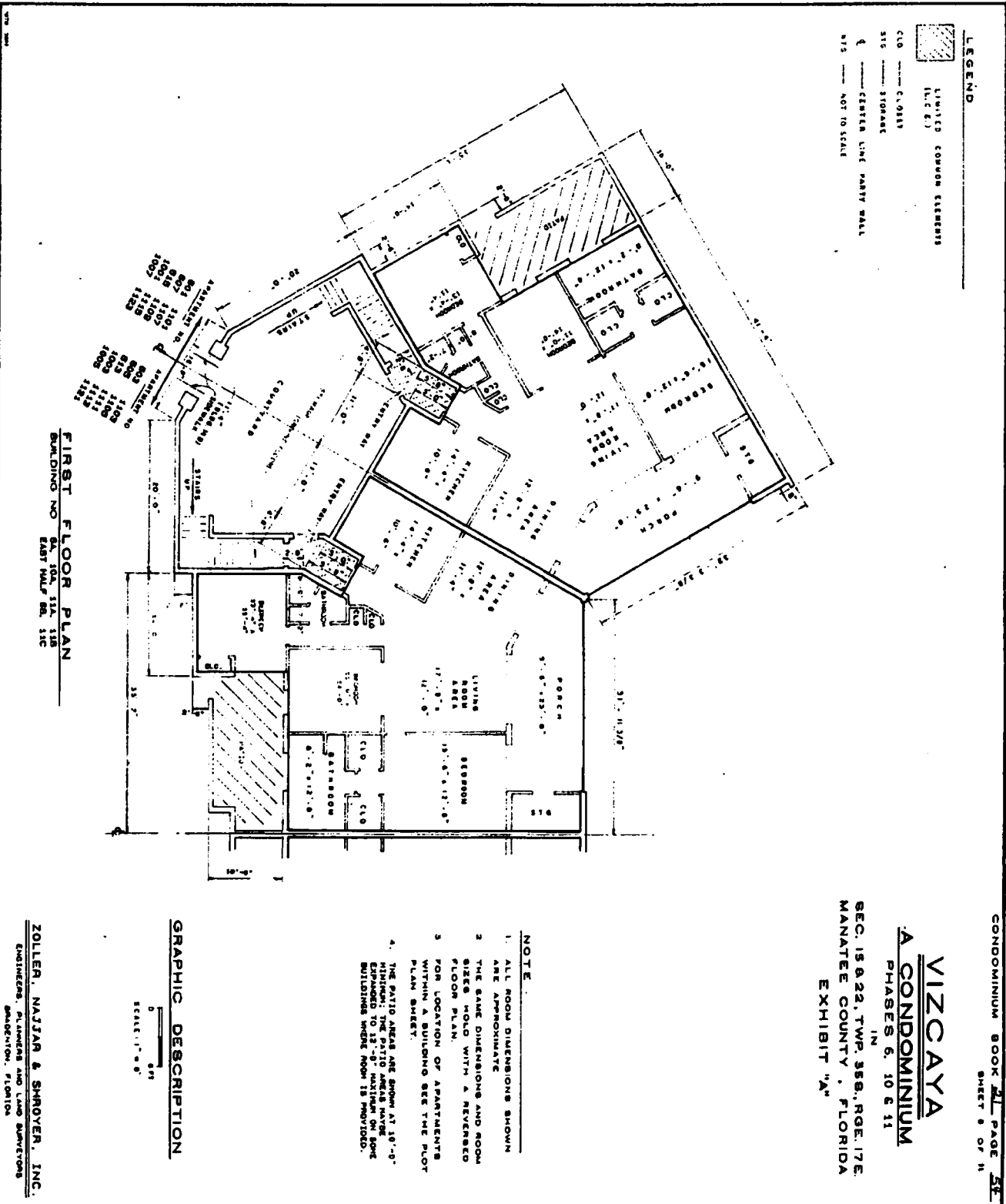
**PLOT PLAN**  
 SCALE: 1" = 50 FT.

**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA

CONDOMINIUM BOOK 51 PAGE 53  
 SHEET 7 OF 11

**VIZZAYA**  
**A CONDOMINIUM**  
 IN  
 PHASES 9, 10 & 11  
 SEC. 15 & 22, TWP. 35S., RGE. 17E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"





**LEGEND**

- [Hatched Box] LIMITED COMMON ELEMENTS (L.C.E.)
- [Dashed Line] CL. ONLY
- [Dotted Line] STORAGE
- [Solid Line] CENTER LINE PARTY WALL
- [Text] NOT TO SCALE

**FIRST FLOOR PLAN**  
 BUILDING NO. 01, 10A, 11A, 11B  
 EAST PALM BL. 11C

CONDOMINIUM BOOK 21 PAGE 51  
 SHEET 6 OF 11

**VIZCAYA**  
**A CONDOMINIUM**  
 IN  
 PHASES 6, 10 & 11  
 SEC. 15 & 22, TWP. 35S., RGE. 17E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**NOTE**






1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE
2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.
4. THE PATIO AREAS ARE SHOWN AT 18'-0" MINIMUM. THE PATIO AREAS HAVE EXPANDED TO 12'-0" MINIMUM ON SOME BUILDINGS WHERE ROOM IS PROVIDED.

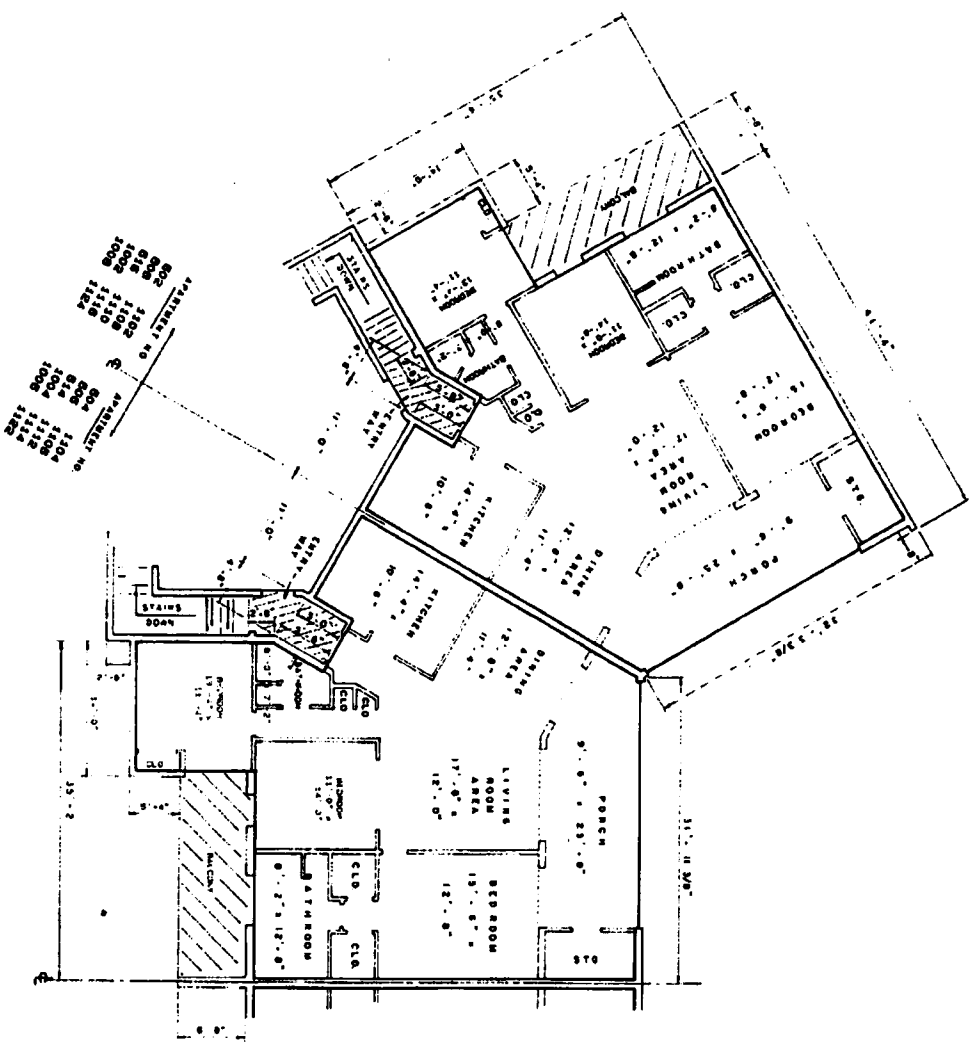
**GRAPHIC DESCRIPTION**



**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA

**LEGEND**

-  LIMITED COMMON ELEMENTS
-  CLO
-  CLOSET
-  STG
-  CENTER LINE PARTY WALL



**SECOND FLOOR PLAN**  
 BUILDING NO. 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

CONDOMINIUM BOOK **21** PAGE **35**  
 SHEET 9 OF 11

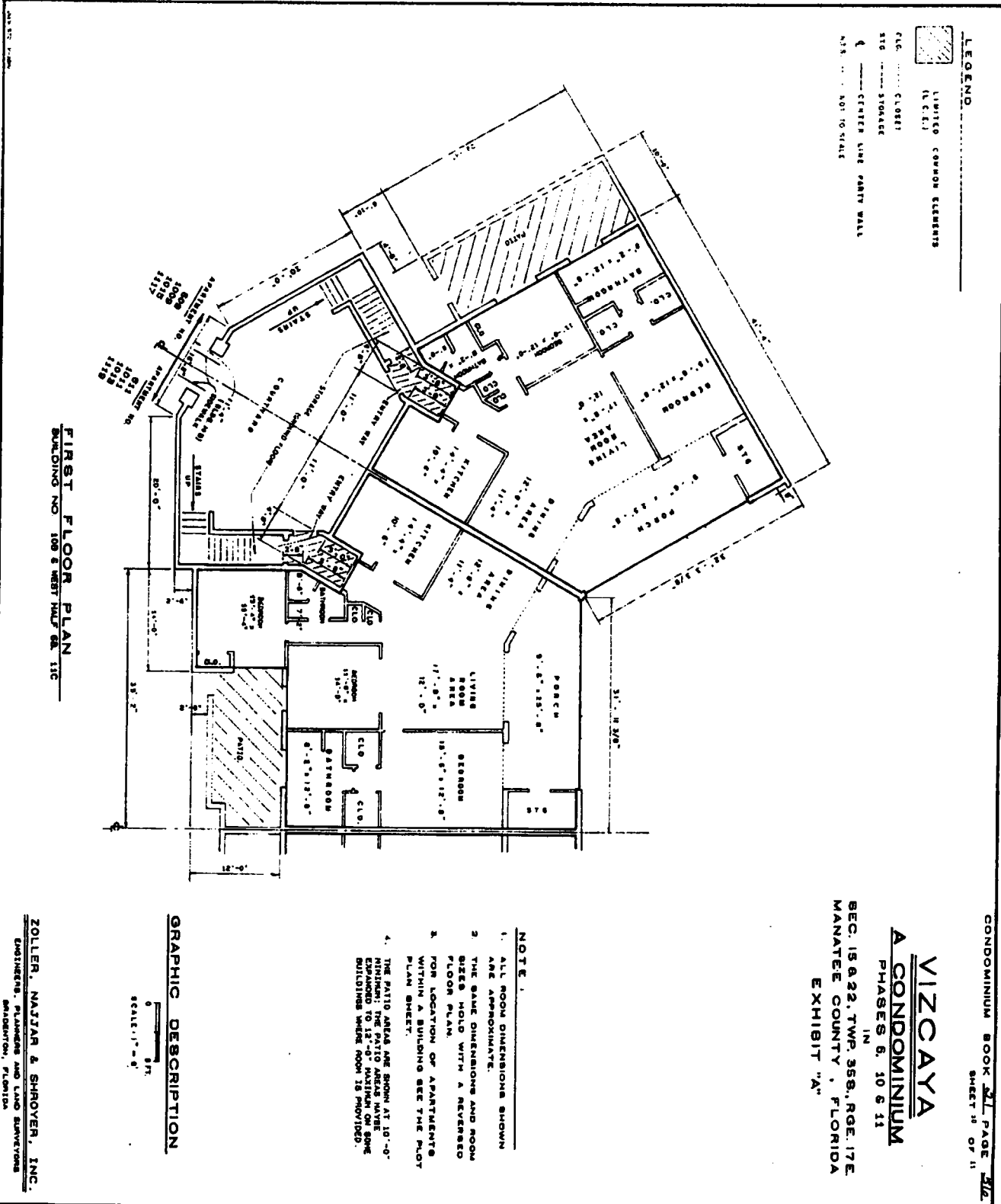
**VIZCAYA**  
**A CONDOMINIUM**  
 PHASE 9, 8, 10 & 11  
 IN  
 SEC. 15 & 22, TWP. 35S, RGE. 17E  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

- NOTE:**
1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
  2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
  3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.

**GRAPHIC DESCRIPTION**



**ZOLLER, NAJZAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA



**LEGEND**

- LIMITED COMMON ELEMENTS (L.C.E.)
- CLOSET
- STORAGE
- CENTER LINE PARTY WALL
- NOT TO SCALE

**FIRST FLOOR PLAN**  
 BUILDING NO. 109 S WEST HALL, EA. 11C

CONDOMINIUM BOOK 21 PAGE 512  
 SHEET 10 OF 11

**VIZCAYA**  
 A CONDOMINIUM  
 PHASES 6, 10 & 11  
 IN  
 SEC. 15 & 22, TWP. 36S., RGE. 17E  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

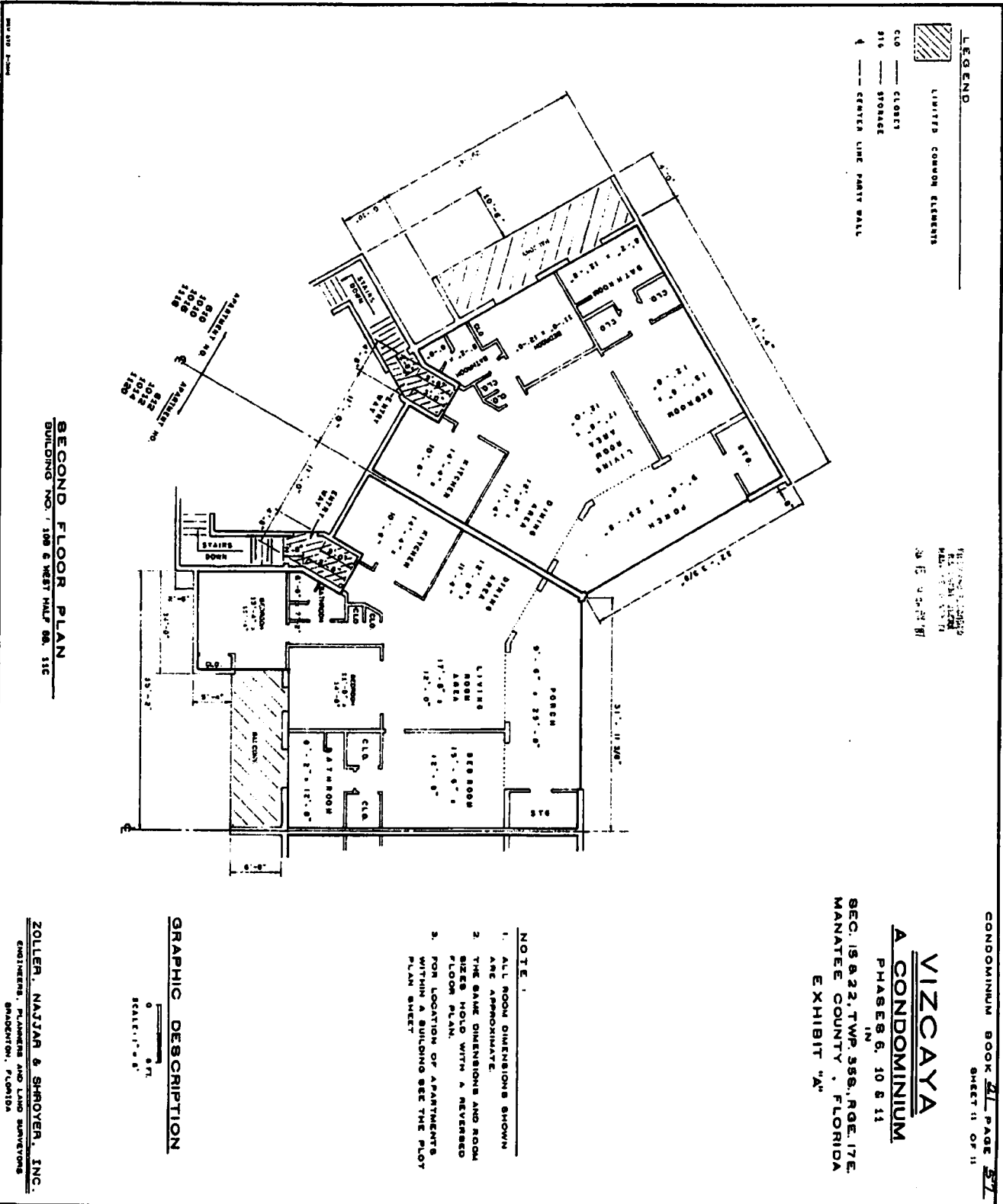
**NOTE:**

1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.
4. THE PATIO AREAS ARE SHOWN AT 10'-0" MINIMUM; THE PATIO AREAS MAY BE EXPANDED TO 12'-0" MAXIMUM ON SOME BUILDINGS WHERE ROOM IS PROVIDED.





**GRAPHIC DESCRIPTION**

SCALE: 1/8" = 1'-0"

**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA



**LEGEND**

-  LIMITED COMMON ELEMENTS
-  CLOSET
-  STORAGE
-  CENTER LINE PARTY WALL

REVISIONS  
 DATE  
 BY

**SECOND FLOOR PLAN**  
 BUILDING NO. 108 6 WEST HALL 800 11C

CONDOMINIUM BOOK 21 PAGE 57  
 SHEET 11 OF 11

**VIZCAYA**  
 A CONDOMINIUM  
 IN  
 PHASES 6, 10 & 11  
 SEC. 15 & 22, TWP. 35S, RGE. 17E,  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

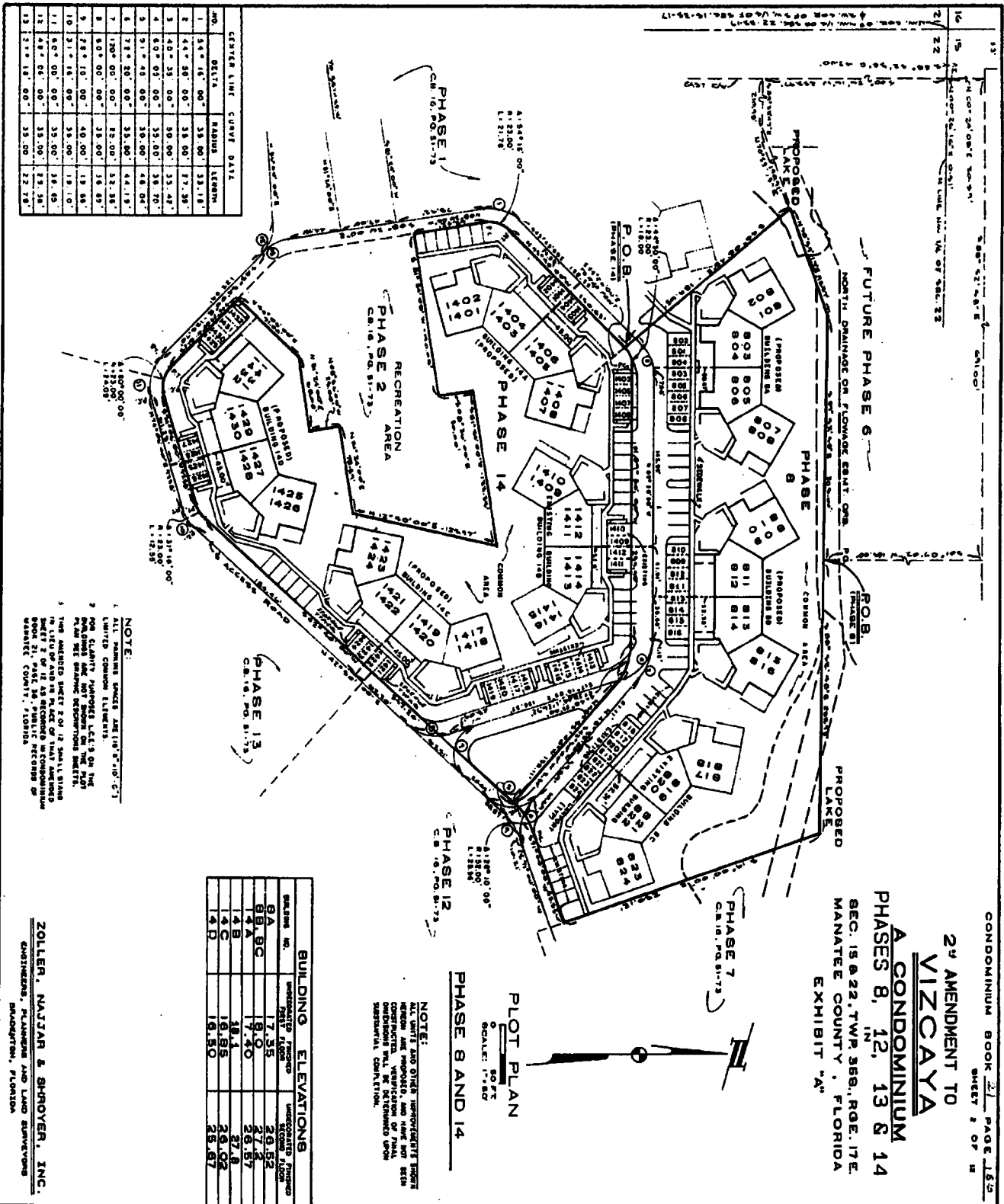
- NOTE:**
1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
  2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
  3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.

**GRAPHIC DESCRIPTION**



**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA





NO.	DELTA	RADIUS	LENGTH
1	3.00	33.00	33.18
2	4.00	33.00	27.38
3	4.00	33.00	33.42
4	6.00	33.00	39.70
5	21.45	33.00	44.18
6	7.00	33.00	32.38
7	1.00	33.00	32.38
8	5.00	33.00	32.38
9	2.00	33.00	32.38
10	21.45	33.00	32.38
11	4.00	33.00	32.38
12	4.00	33.00	32.38
13	2.00	33.00	32.38

**NOTE:**  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. FOR CLARITY PURPOSES, ALL DIMENSIONS OF THE COMMON AREAS ARE SHOWN IN RED.  
 3. THIS AMENDED SHEET 2 OF 12 SHALL BE THE FINAL AND BE A PART OF THE AMENDED SHEET 2 OF 12 AS RECORDED IN THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

BUILDING NO.	FINISHED FLOOR	UNDER SECOND FLOOR
8A	17.35	26.52
8B	17.35	26.52
8C	17.35	26.52
8D	17.35	26.52
8E	17.35	26.52
8F	17.35	26.52
8G	17.35	26.52
8H	17.35	26.52
8I	17.35	26.52
8J	17.35	26.52
8K	17.35	26.52
8L	17.35	26.52
8M	17.35	26.52
8N	17.35	26.52
8O	17.35	26.52
8P	17.35	26.52
8Q	17.35	26.52
8R	17.35	26.52
8S	17.35	26.52
8T	17.35	26.52
8U	17.35	26.52
8V	17.35	26.52
8W	17.35	26.52
8X	17.35	26.52
8Y	17.35	26.52
8Z	17.35	26.52

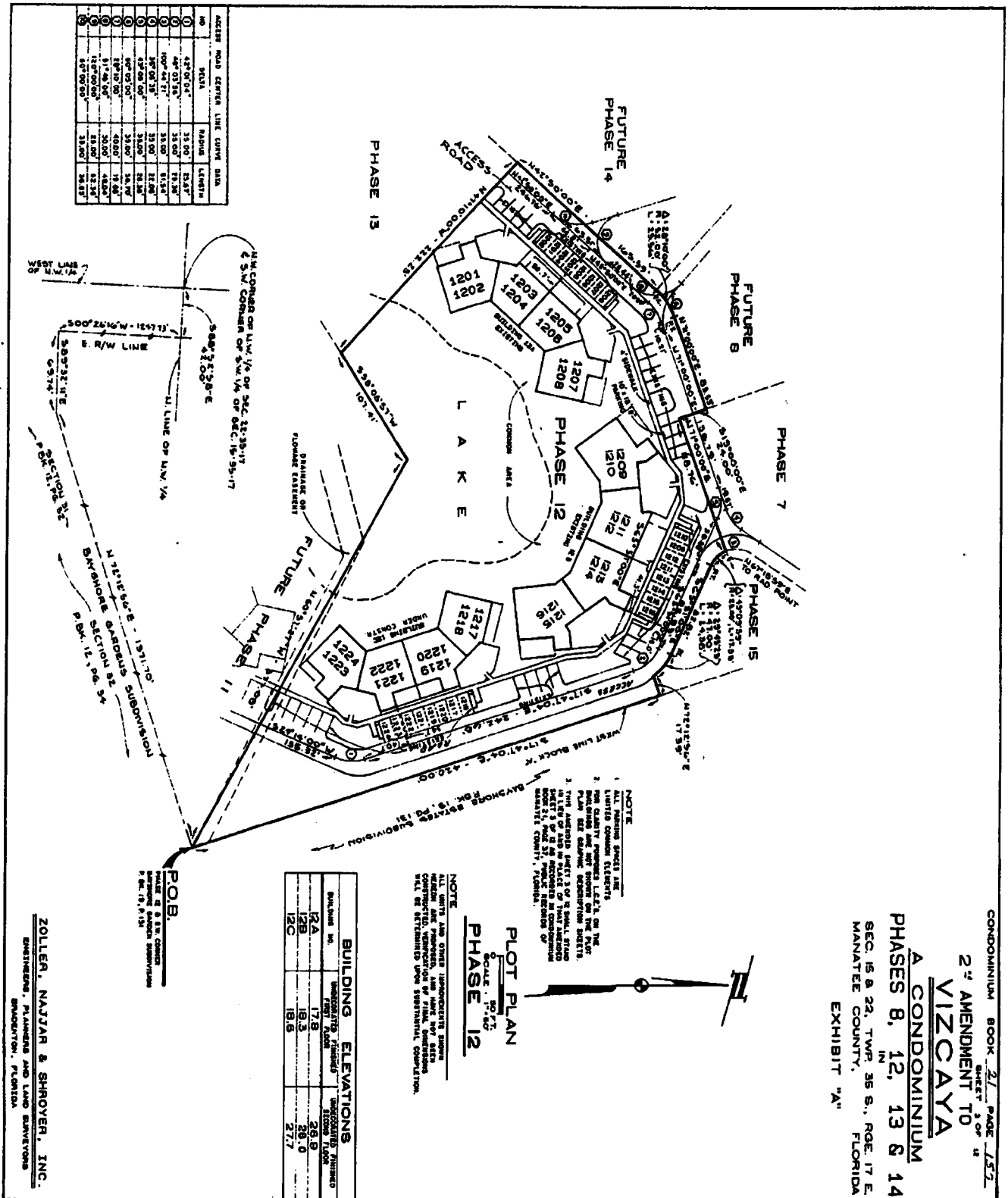
BUILDING NO.	FINISHED FLOOR	UNDER SECOND FLOOR
9A	17.35	26.52
9B	17.35	26.52
9C	17.35	26.52
9D	17.35	26.52
9E	17.35	26.52
9F	17.35	26.52
9G	17.35	26.52
9H	17.35	26.52
9I	17.35	26.52
9J	17.35	26.52
9K	17.35	26.52
9L	17.35	26.52
9M	17.35	26.52
9N	17.35	26.52
9O	17.35	26.52
9P	17.35	26.52
9Q	17.35	26.52
9R	17.35	26.52
9S	17.35	26.52
9T	17.35	26.52
9U	17.35	26.52
9V	17.35	26.52
9W	17.35	26.52
9X	17.35	26.52
9Y	17.35	26.52
9Z	17.35	26.52

**NOTE:**  
 ALL CURBS AND OTHER IMPROVEMENTS SHOWN HEREON ARE PROPOSED, AND HAVE NOT BEEN CONSTRUCTED. VERIFICATION OF FINAL DIMENSIONS SHALL BE FURNISHED UPON APPLICANT'S CONSULTATION.

**PHASE 8 AND 14**  
 PLOT PLAN  
 SCALE: 1"=50'  
 10 FT

CONDOMINIUM BOOK 21 PAGE 152  
 SHEET 2 OF 12  
**2<sup>nd</sup> AMENDMENT TO VIZCAYA A CONDOMINIUM**  
 PHASES 8, 12, 13 & 14  
 SEC. 15 & 22, TWP. 36S., RGE. 17E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA



CONDOMINIUM BOOK 21 PAGE 1571  
 SHEET 3 OF 12  
**2<sup>nd</sup> AMENDMENT TO VIZCAYA A CONDOMINIUM**  
 PHASES 8, 12, 13 & 14  
 IN SEC. 15 & 22, TWP. 35 S., RGE. 17 E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**NOTE**  
 1. ALL FINISH ELEVATIONS ARE FINISH FLOOR ELEVATIONS.  
 2. THE QUALITY FINISHED FLOOR IS THE FINISH FLOOR.  
 3. THE QUALITY FINISHED FLOOR IS THE FINISH FLOOR.  
 4. THE QUALITY FINISHED FLOOR IS THE FINISH FLOOR.  
 5. THE QUALITY FINISHED FLOOR IS THE FINISH FLOOR.

**NOTE**  
 ALL UNITS AND OTHER IMPROVEMENTS SHOWN HEREON ARE PROPOSED. ANY WORK NOT SHOWN HEREON SHALL BE ESTABLISHED UPON FURTHER CONSULTATION.

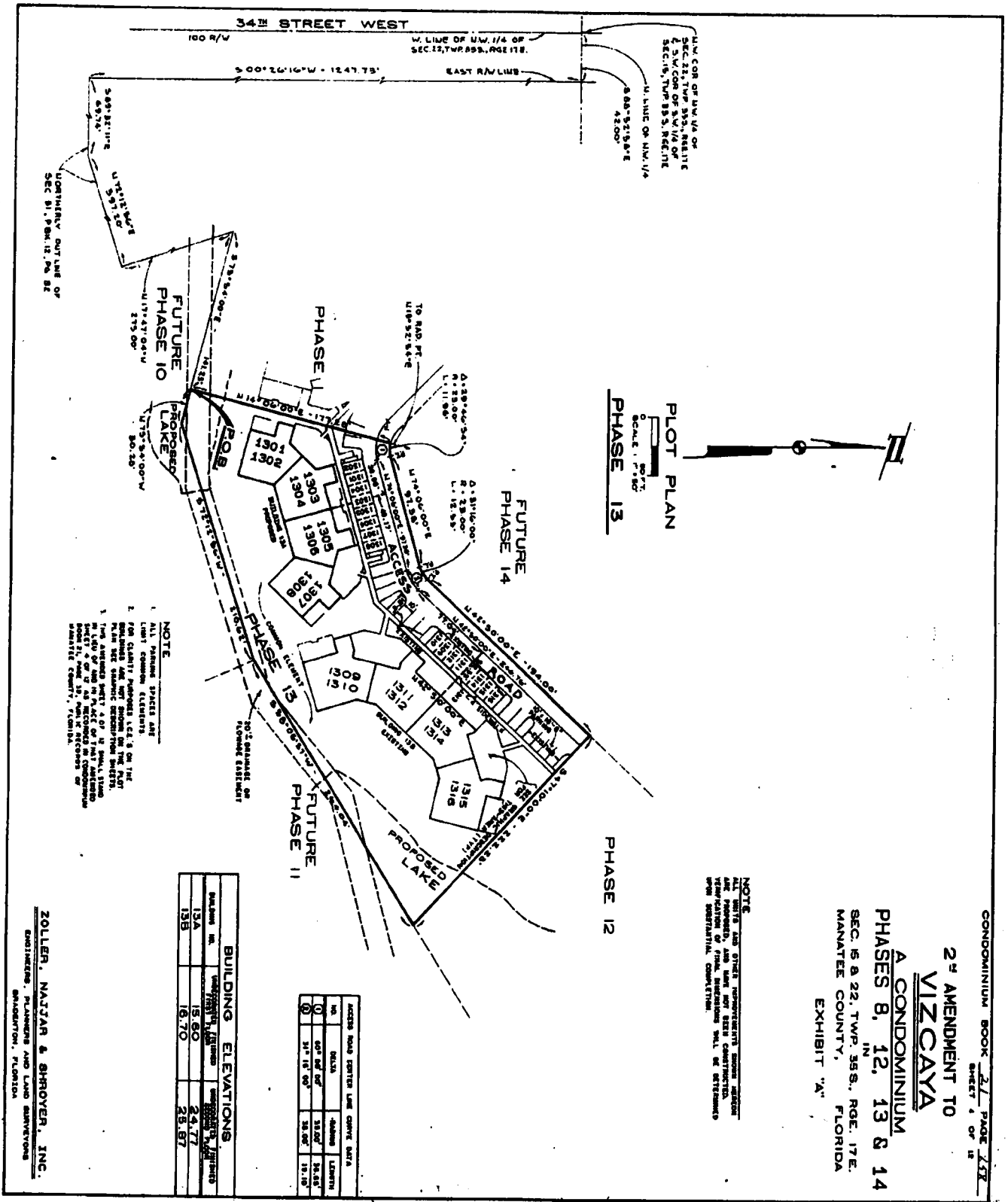
**PLAT PLAN**  
 SCALE: 1"=40'-0"  
**PHASE 12**

BUILDING NO.	UNDESIGNATED FINISHED FLOOR ELEVATION	DESIGNATED FINISHED FLOOR ELEVATION
12A	17.8	26.9
12B	18.3	26.0
12C	18.9	27.7

**ACCESS ROAD CENTER LINE CURVE DATA**

NO.	BEARING	LENGTH
1	44°20'04"	31.00
2	44°03'18"	31.00
3	109°44'37"	31.00
4	49°02'35"	31.00
5	49°02'35"	31.00
6	149°12'00"	31.00
7	149°02'35"	31.00
8	149°02'35"	31.00
9	149°02'35"	31.00
10	149°02'35"	31.00
11	149°02'35"	31.00
12	149°02'35"	31.00
13	149°02'35"	31.00
14	149°02'35"	31.00
15	149°02'35"	31.00
16	149°02'35"	31.00
17	149°02'35"	31.00
18	149°02'35"	31.00
19	149°02'35"	31.00
20	149°02'35"	31.00
21	149°02'35"	31.00
22	149°02'35"	31.00
23	149°02'35"	31.00
24	149°02'35"	31.00
25	149°02'35"	31.00
26	149°02'35"	31.00
27	149°02'35"	31.00
28	149°02'35"	31.00
29	149°02'35"	31.00
30	149°02'35"	31.00
31	149°02'35"	31.00
32	149°02'35"	31.00
33	149°02'35"	31.00
34	149°02'35"	31.00
35	149°02'35"	31.00
36	149°02'35"	31.00
37	149°02'35"	31.00
38	149°02'35"	31.00
39	149°02'35"	31.00
40	149°02'35"	31.00
41	149°02'35"	31.00
42	149°02'35"	31.00
43	149°02'35"	31.00
44	149°02'35"	31.00
45	149°02'35"	31.00
46	149°02'35"	31.00
47	149°02'35"	31.00
48	149°02'35"	31.00
49	149°02'35"	31.00
50	149°02'35"	31.00
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52	149°02'35"	31.00
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65	149°02'35"	31.00
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69	149°02'35"	31.00
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81	149°02'35"	31.00
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85	149°02'35"	31.00
86	149°02'35"	31.00
87	149°02'35"	31.00
88	149°02'35"	31.00
89	149°02'35"	31.00
90	149°02'35"	31.00
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96	149°02'35"	31.00
97	149°02'35"	31.00
98	149°02'35"	31.00
99	149°02'35"	31.00
100	149°02'35"	31.00

**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADDOCK, FLORIDA

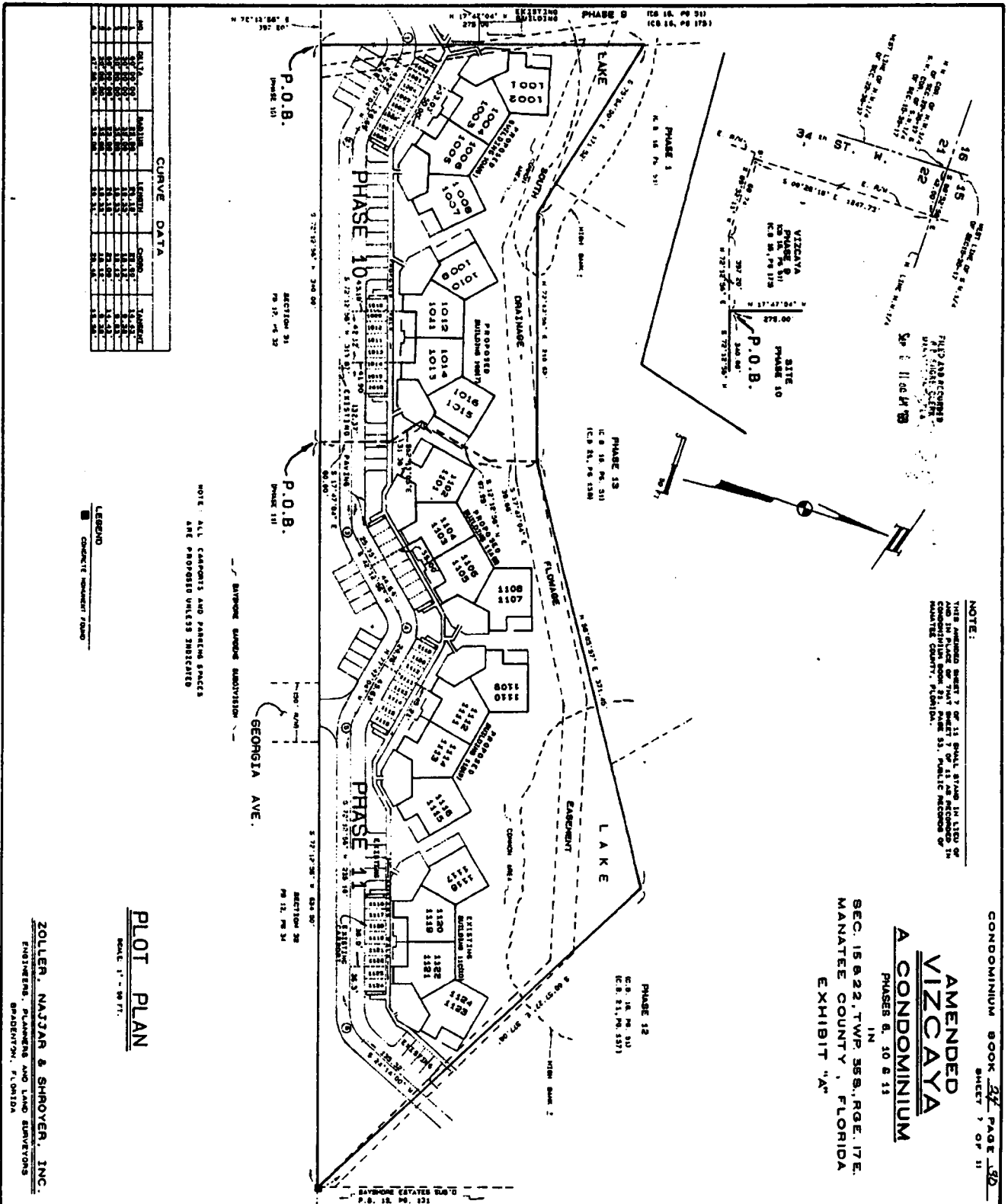












**CURVE DATA**

NO.	CHORD	ANGLE	TANGENT
1	100.00	90.00	100.00
2	100.00	90.00	100.00
3	100.00	90.00	100.00
4	100.00	90.00	100.00
5	100.00	90.00	100.00
6	100.00	90.00	100.00
7	100.00	90.00	100.00
8	100.00	90.00	100.00
9	100.00	90.00	100.00
10	100.00	90.00	100.00
11	100.00	90.00	100.00
12	100.00	90.00	100.00
13	100.00	90.00	100.00
14	100.00	90.00	100.00
15	100.00	90.00	100.00
16	100.00	90.00	100.00
17	100.00	90.00	100.00
18	100.00	90.00	100.00
19	100.00	90.00	100.00
20	100.00	90.00	100.00
21	100.00	90.00	100.00
22	100.00	90.00	100.00
23	100.00	90.00	100.00
24	100.00	90.00	100.00
25	100.00	90.00	100.00
26	100.00	90.00	100.00
27	100.00	90.00	100.00
28	100.00	90.00	100.00
29	100.00	90.00	100.00
30	100.00	90.00	100.00

NOTE: ALL CARPORTS AND PARKING SPACES ARE PROPOSED UNLESS INDICATED

LEGEND  
 AIRPORT EASEMENT FOUND

**LOT PLAN**

SCALE: 1" = 60 FT.

**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA

CONDOMINIUM BOOK 37 PAGE 30  
 SHEET 7 OF 11  
**AMENDED VIZCAYA A CONDOMINIUM**  
 IN  
 SEC. 15 B 22, TWP. 35 S., RGE. 17 E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

NOTE:  
 THIS AMENDED BOOK 37 OR 31 SHALL BE IN LIEU OF THE ORIGINAL BOOK 37 OR 31 AS RECORDED IN MANATEE COUNTY, FLORIDA.



NOTE:  
THIS PLAN IS A PART OF A SUBDIVISION  
PLAT AND THE ENTIRE PLAT MUST BE  
RECORDED IN THE PUBLIC RECORDS OF  
MANATEE COUNTY, FLORIDA.

DATE OF RECORDING: 11/18/2023  
SHEET 3 OF 11 AS RECORDED IN COMBINATION  
WITH SHEET 109 OF 110 AS RECORDED IN  
PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

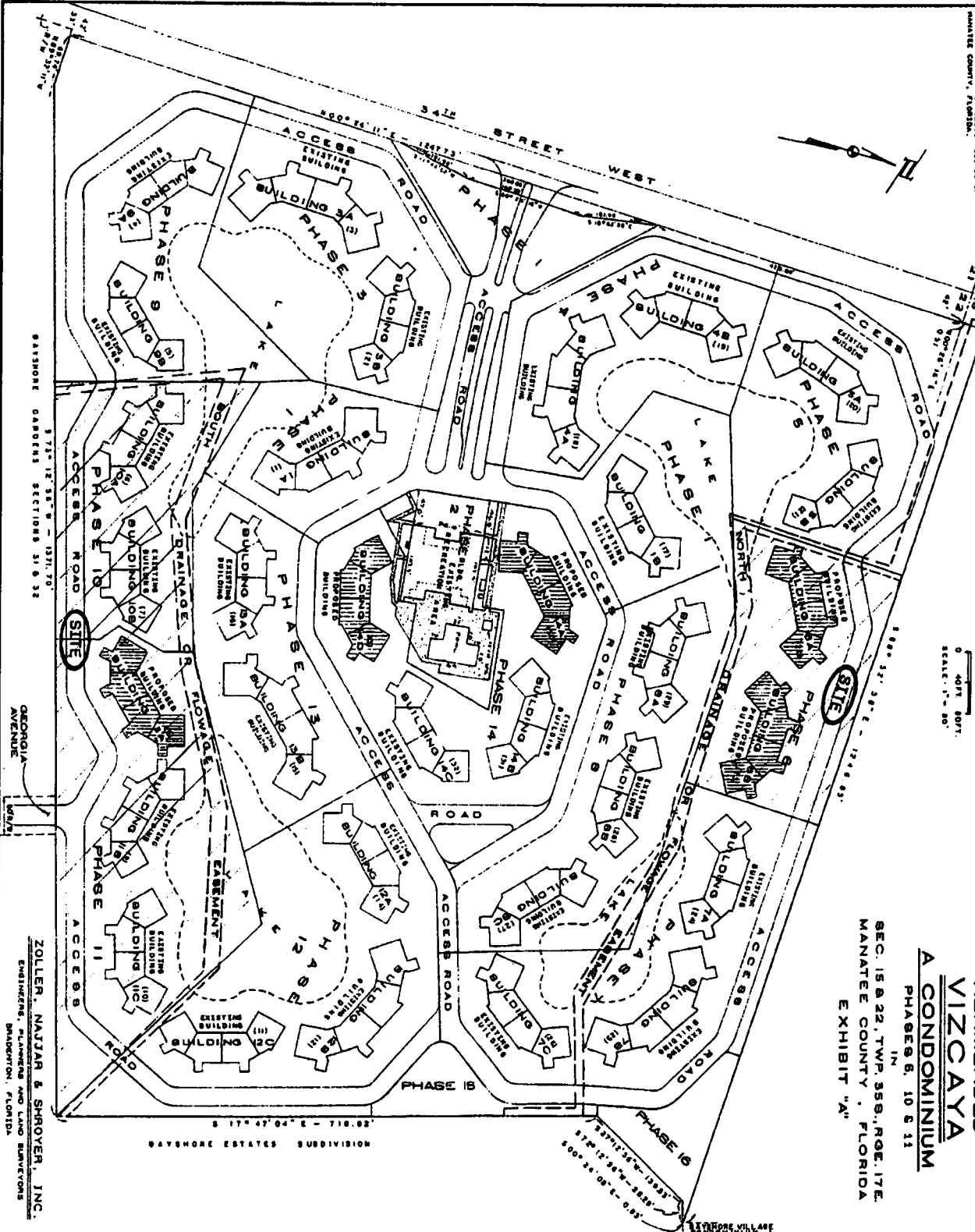
BUILDING IDENTIFICATION PLAN

SCALE: 1" = 80'  
0 40 80 120'

CONDOMINIUM BOOK 24 PAGE 97  
SHEET 3 OF 11

REAMENDED  
VIZCAYA  
A CONDOMINIUM  
PHASES 5, 10 & 11

SEC. 15&22, TWP. 55S, RGE. 17E  
MANATEE COUNTY, FLORIDA  
EXHIBIT "A"



ZOLLER, NAJJAR & SHROYER, INC.  
ENGINEERS, PLANNERS AND LAND SURVEYORS  
SHALIMON, FLORIDA

5 75° 12' 33" W - 1371.70'  
PAISHORE GARDENS SECTIONS 31 & 32

1 11° 47' 04" E - 718.82'

8 17° 47' 04" E - 718.82'

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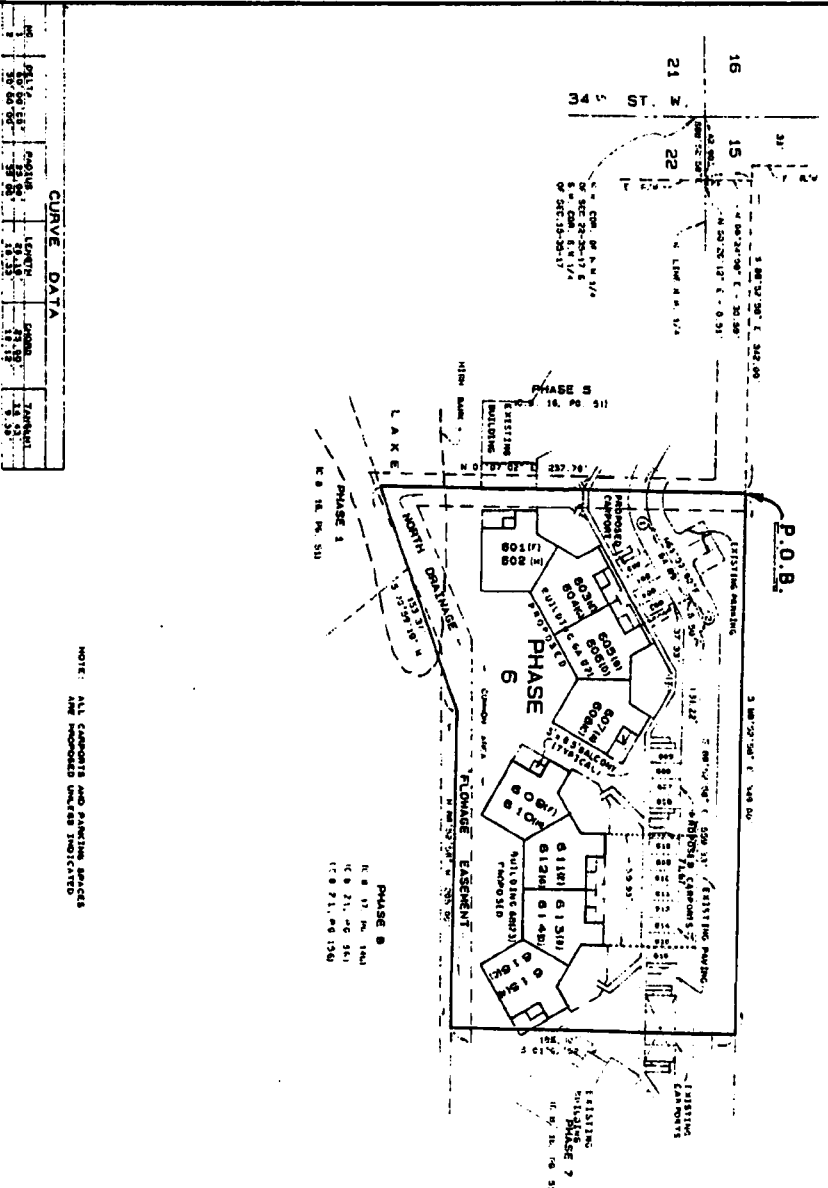
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NOTE:  
 THIS REAMENDED SHEET IS ONE OF 11 SHEETS DRAWN BY TUDOR  
 AND PART OF A REAMENDED CONDOMINIUM PLAN FOR PHASE 6  
 IN CONDOMINIUM BOOK 24, PAGE 92 PUBLIC RECORDS OF  
 MANATEE COUNTY, FLORIDA.



CURVE DATA

NO.	ANGLE	LENGTH	CHORD	TANGENT
1	91.17	59.45	47.50	18.97
2	20.00	38.00	38.00	6.53

NOTE: ALL CAPRETS AND PAINTING SPACES  
 ARE PROPOSED UNLESS INDICATED

**PHASE 6**

**PHASE 5**

**PHASE 7**

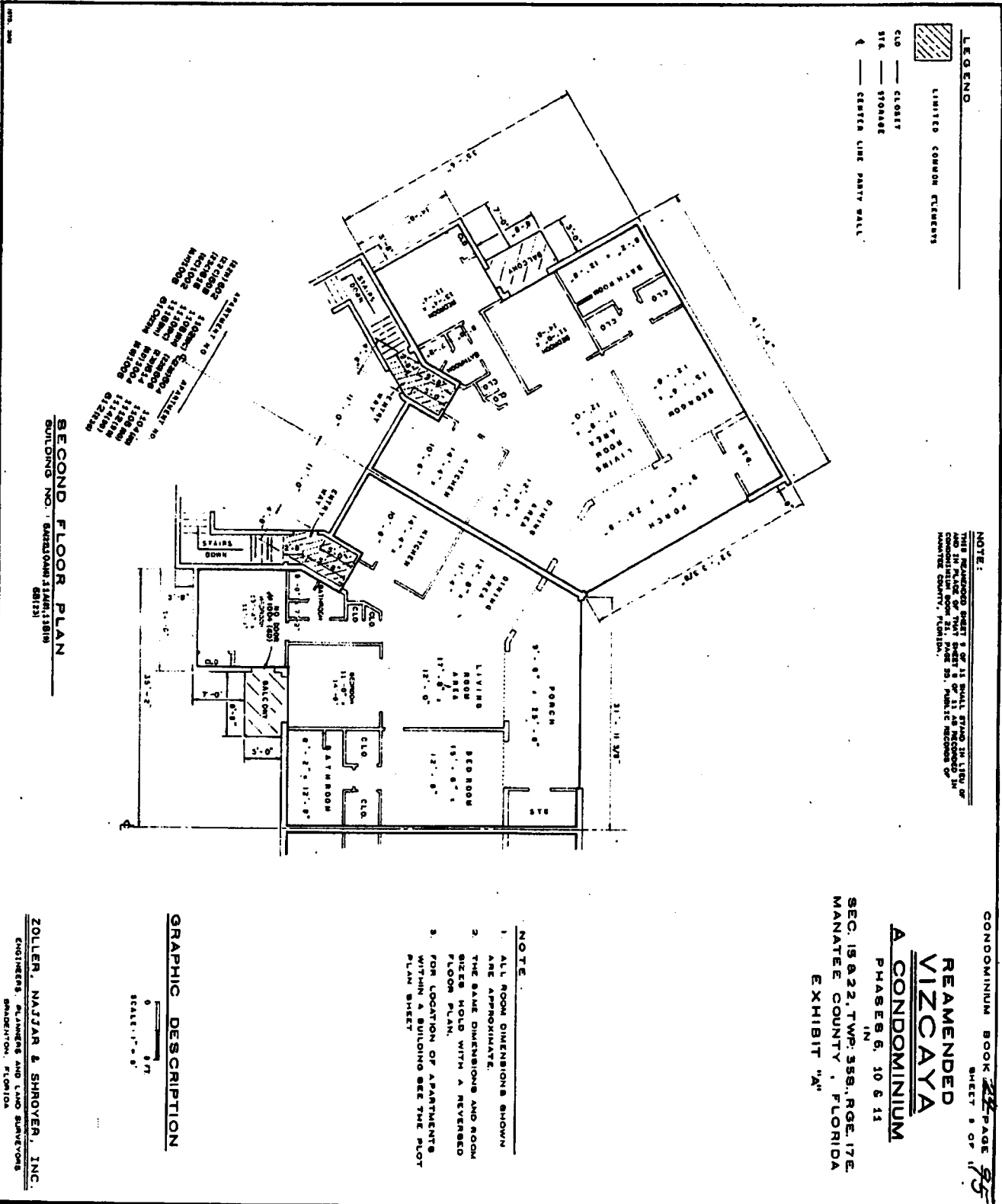
CONDOMINIUM BOOK **24** PAGE **92**  
 SHEET **9** OF **11**  
**REAMENDED**  
**VIZCAYA**  
**A CONDOMINIUM**  
 IN  
 PHASES 6, 10 & 11  
 SEC. 15 & 22, TWP. 35S., RGE. 17E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 SHADERSHON, FLORIDA









**LEGEND**

- LIMITED COMMON ELEMENTS
- CLOSET
- STORAGE
- CENTER LINE PARTY WALL

**NOTE:**  
 THIS RECORDED SHEET IS ONE OF 11 SMALL STAND 12 1/2" X 18" OR COMPANION SHEET 24" X 36" IN SIZE. ALL RECORDS IN MANATEE COUNTY, FLORIDA.

CONDOMINIUM BOOK **22** PAGE **95**  
 SHEET 9 OF 11  
**REAMENDED VIZCAYA**  
**A CONDOMINIUM**  
 IN PHASES 6, 10 & 11  
 SEC. 15 & 22, TWP. 35S, RGE. 17E,  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**NOTE**

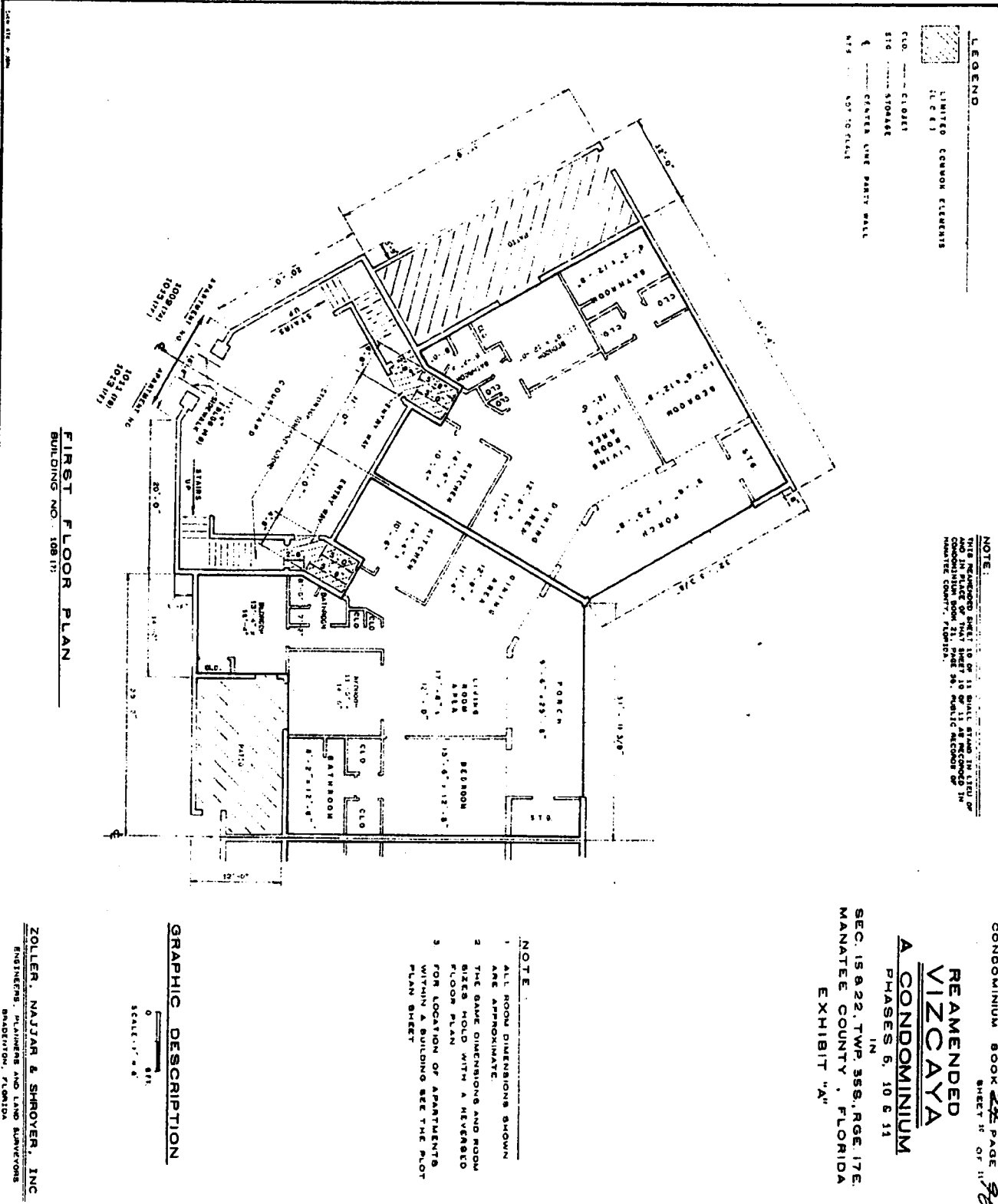
1. ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE.
2. THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN.
3. FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET.

**GRAPHIC DESCRIPTION**

0 3 FT  
 SCALE: 1/8" = 1'-0"

**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA

**SECOND FLOOR PLAN**  
 BUILDING NO. 162220001, 11/18/19



**LEGEND**

- LIMITED COMMON ELEMENTS
- CLO. CLOSET
- STG. STORAGE
- STAIRS
- NOT TO SCALE

**NOTE**  
 THIS IS A RECORDED SHEET 10 OF 11 SHALL STAND IN LIEU OF  
 ANY OTHER SHEETS 10 OF 11 ARE RECORDED IN  
 MANATEE COUNTY, FLORIDA.

CONDOMINIUM BOOK 22 PAGE 96  
 SHEET 10 OF 11

**REAMENDED  
 VIZCAYA  
 A CONDOMINIUM**  
 PHASES 5, 10 & 11  
 IN  
 SEC. 15 & 22, TWP. 35S., RGE. 17E,  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

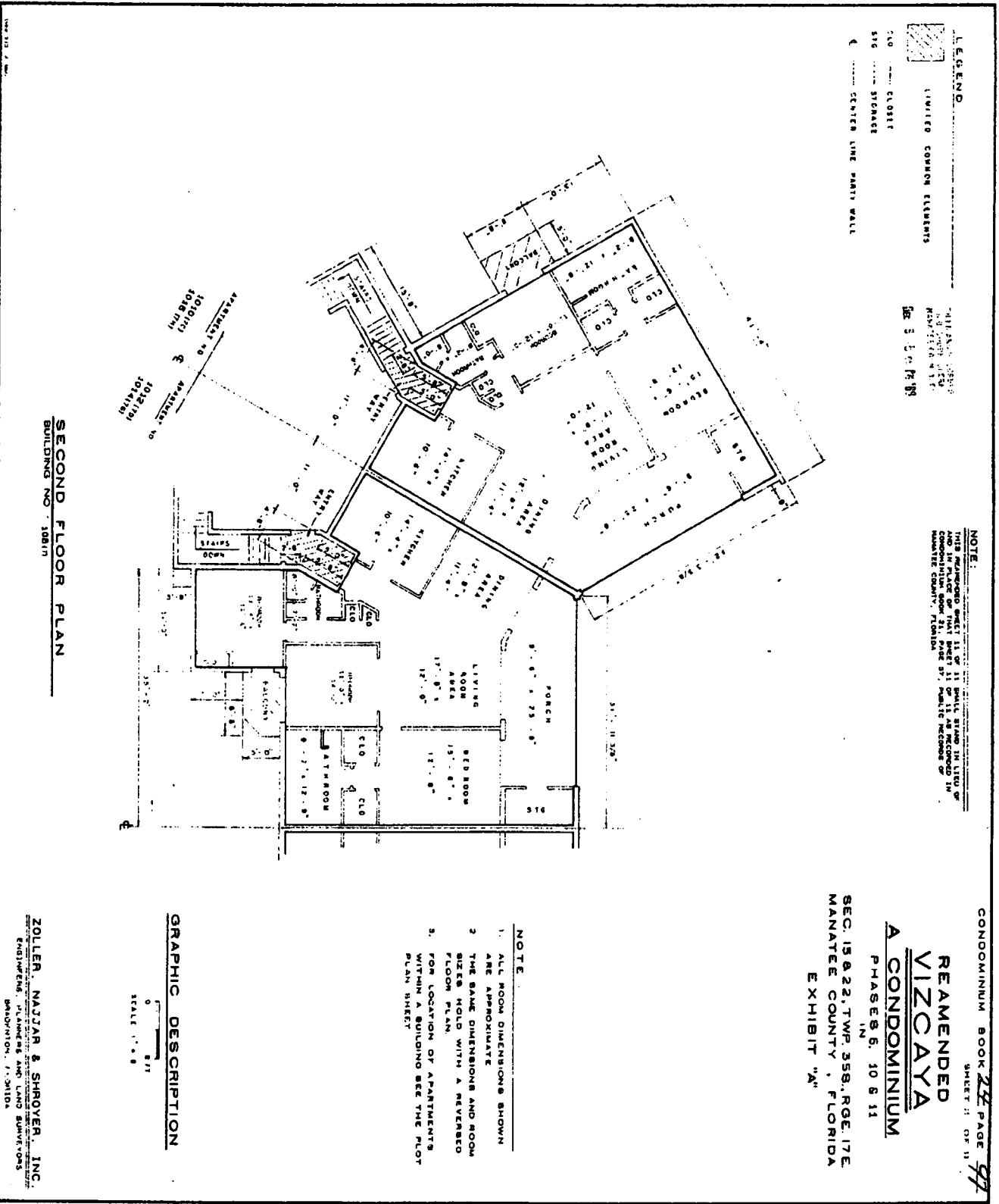
- NOTE**
- 1 ALL ROOM DIMENSIONS SHOWN ARE APPROXIMATE
  - 2 THE SAME DIMENSIONS AND ROOM SIZES HOLD WITH A REVERSED FLOOR PLAN
  - 3 FOR LOCATION OF APARTMENTS WITHIN A BUILDING SEE THE PLOT PLAN SHEET

**GRAPHIC DESCRIPTION**



**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADENTON, FLORIDA

**FIRST FLOOR PLAN**  
 BUILDING NO. 108 (1)



**LEGEND**  
 LIMITED COMMON ELEMENTS  
 CLOSET  
 STORAGE  
 CENTER LINE PARTY WALL

REAMENDED VIZCAYA  
 A CONDOMINIUM  
 PHASES 6, 10 & 11

**NOTE:**  
 THIS FLOOR PLAN IS A PART OF THE  
 CONDOMINIUM BOOK 227 PAGE 11  
 MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK 227 PAGE 11

**REAMENDED VIZCAYA**  
**A CONDOMINIUM**  
 PHASES 6, 10 & 11  
 IN  
 SEC. 15 & 22, TWP. 35S, RGE. 17E  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**NOTE:**  
 1. ALL ROOM DIMENSIONS SHOWN  
 ARE APPROXIMATE  
 2. THE SAME DIMENSIONS AND ROOM  
 SIZES HOLD WITH A REVERSED  
 FLOOR PLAN  
 3. FOR LOCATION OF APARTMENTS  
 WITHIN BUILDING SEE THE FLOOR  
 PLAN SHEET

**GRAPHIC DESCRIPTION**  
 0 8' 0"  
 SCALE 1" = 8'

**ZOLLER, NAJJAR & SHROYER, INC.**  
 ENGINEERS, PLANNERS AND LAND SURVEYORS  
 BRADWENTON, FLORIDA

**SECOND FLOOR PLAN**  
 BUILDING NO. 108111

**VIZCAYA OF BRADENTON CONDOMINIUM ASSOCIATION, INC.**  
**2020 RESTATED ARTICLES OF INCORPORATION**

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**RESTATED**  
**ARTICLES OF INCORPORATION**  
**OF**  
**VIZCAYA OF BRADENTON CONDOMINIUM ASSOCIATION, INC.**

These are the Articles of Incorporation of Vizcaya of Bradenton Condominium Association, Inc., a corporation not for profit under Chapter 617, Florida Statutes.

**ARTICLE I.**  
**NAME AND ADDRESS**

**Section 1. Name.** The name of this corporation is Vizcaya of Bradenton Condominium Association, Inc. ("the Association").

**Section 2. Address.** The street address of the principal office of the Association is 6101 34<sup>th</sup> Street West, Bradenton, Florida 34210.

**ARTICLE II.**  
**PURPOSES AND POWERS**

**Section 1. Purposes.** The association is formed for the purpose of maintaining, operating, and managing Vizcaya of Bradenton Condominium ("the Condominium") in accordance with the Declaration of Condominium thereof ("the Declaration"), the Association Bylaws, these Articles of Incorporation, Chapter 617, Florida Statutes and Chapter 718, Florida Statutes ("the Condominium Act").

**Section 2. Powers.** In furtherance of the purposes of the Association, the Association may:

(a) Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration, the Association Bylaws, these Articles of Incorporation, Chapter 617, Florida Statutes and the Condominium Act;

(b) Fix, levy, collect, and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the condominium property;

(c) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and in accordance with the approval of the members as provided in the Declaration or in the Condominium Act, mortgage, pledge, deed in trust, or

hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Exercise all of the common law and statutory powers of a corporation not for profit, provided, however, that no action shall be taken which conflicts with the Declaration or the Condominium Act;

(f) Make and enforce reasonable rules and regulations governing the use of the units and common elements of the Condominium and all property owned by the Association;

(g) Maintain, repair, replace, and operate the property of the Condominium and the Association as provided in the Declaration;

(h) Reconstruct improvements as required in the Declaration;

(i) Participate in mergers and consolidations with other not for profit corporations organized for the same or similar purposes;

(j) Approve or disapprove of the transfer, mortgage, ownership, leasing and occupancy of condominium units as more specifically provided in the Declaration.

### **ARTICLE III. NONPROFIT NATURE**

The Association shall not exist or be operated for pecuniary profit, and no part of the net earnings of the Association or the net assets upon liquidation shall inure to the benefit of any member. The Association may, however, distribute surplus funds to the members, may reimburse a member for actual expenses incurred for or in behalf of the Association and may pay compensation in a reasonable amount to its members for actual services rendered to the Association, as permitted by law and determined appropriate by the Association Board of Directors.

### **ARTICLE IV. MEMBERSHIP AND VOTING**

Every person or entity who is a record owner of a fee or undivided fee interest in any unit in the Condominium ("Unit") shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Each unit owner shall have one vote for each Unit owned. When more than one person holds an ownership interest in any Unit, all such persons shall be members. The vote for such Apartment shall be exercised as provided in the Association Bylaws. In no event shall more than one vote be cast with respect to any one Unit. Membership in the Association shall terminate upon conveyance by the member of the Unit or interest therein.

**ARTICLE V.  
TERM OF EXISTENCE**

The corporation is to exist perpetually but may be terminated in conjunction with any termination of the Condominium as provided in the Declaration and by law.

**ARTICLE VI.  
SUBSCRIBERS**

The name and residence address of each subscriber to these Articles of Incorporation is:

Name	Address
Peter Morton	204 Cedar Park Circle, Sarasota, FL 33581
David Morton	101 South Gulf Stream Avenue, Penthouse K, Sarasota FL 33577
Robert Morton	888 Boulevard of the Arts, Apt 1607, Sarasota, FL 33577

**ARTICLE VII.  
OFFICERS**

**Section 1. Officers.** The affairs of the Association shall be managed by the president of the Association, assisted by one or several vice presidents, the secretary, and the treasurer, subject to the directions of the Board.

**Section 2. Election and Qualifications.** The Board shall elect the president, a vice president, a secretary, and a treasurer, within thirty days following the annual meeting at which directors are elected and as many other vice presidents as the Board shall, from time to time, determine. The president shall be a director, but no other officer need be a director. The same person may hold two offices, provided, however, the office of the president and a vice president shall not be held by the same person, nor shall the office of president and secretary be held by the same person.

**ARTICLE VIII.  
BOARD OF DIRECTORS AND INDEMNITY**

**Section 1. Board of Directors.** The number of directors serving on the Board shall be as provided in the Bylaws but shall not be less than three.

**Section 2. Indemnity.** Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement the



indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**ARTICLE IX.  
FIDUCIARY RELATIONSHIP**

The officers and directors of the Association shall have a fiduciary relationship to the Unit owners.

**ARTICLE X.  
BYLAWS**

The Bylaws may be amended in the manner provided by the Bylaws.

**ARTICLE XI.  
AMENDMENTS**

These Articles of Incorporation may be amended in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which such proposed amendment is considered.

(b) A resolution approving a proposed amendment may be proposed by either the Board or by the membership and after being proposed and approved by one of the said bodies, it must be submitted for approval and thereupon receive such approval of the other. Such approval must be by not less than seventy-five percent (75%) of the members of the Association present and voting in person and by proxy at the meeting and by not less than two-thirds (2/3) of the members of the Board.

(c) No amendment may be made to the Articles of Incorporation which shall conflict with the Declaration.

(d) A copy of each amendment shall be filed with the Florida Secretary of State.

**ARTICLE XII.  
REGISTERED AGENT AND OFFICE**

The registered agent and registered office of the Association shall be the Law Offices of Wells | Olah, P.A., 1800 Second Street, Suite 808, Sarasota, Florida 34236, provided that the registered agent and office of the Association may be changed by the Association Board of Directors at any time.

**VIZCAYA OF BRADENTON CONDOMINIUM ASSOCIATION, INC.**

**2020 RESTATED BYLAWS**

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**RESTATED**

**BYLAWS**

**VIZCAYA OF BRADENTON CONDOMINIUM ASSOCIATION, INC.**

**SECTION 1. IDENTITY**

These Bylaws shall govern VIZCAYA OF BRADENTON CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as "Association"), a not for profit corporation created under Chapter 617, Florida Statutes, to fill the function of a condominium association set forth in Chapter 718, Florida Statutes, the Condominium Act ("the Act"). The Association shall manage VIZCAYA OF BRADENTON, a Condominium ("the Condominium") in accordance with the Declaration of Condominium thereof ("Declaration"). The provisions of the Declaration as well as the provisions of the Articles of Incorporation of Vizcaya of Bradenton Condominium Association, Inc., are hereby incorporated by reference.

**SECTION 2. BOARD OF DIRECTORS**

**2.1** The number of Directors serving on the Board shall be seven. Each member of the Board of Directors shall be a member of the Association (that is, a record title owner of an interest in a Unit in the Condominium) or the spouse of a member (provided that both the member and the member's spouse may not serve on the Board at the same time) or in the instance of a Unit owned by a corporation, trust or other entity other than natural persons, the voting representative for the Unit. The members of the Board of Directors shall be elected at the annual membership meeting. Directors shall be elected to serve a two year term of office, with four Directors elected in each even-numbered year and three Directors elected in each odd-numbered year. A Director's term of service shall extend until the Director's successor is duly elected and qualified, or until the Director's earlier resignation, removal or death.

**2.2** The Board may meet as it deems necessary and on call of the president. Meetings of the Board shall be held at least once annually and shall be open to all Unit owners except as provided by law.

**2.3** Notice of each Board meeting shall be given to each Director, personally or by mail, e-mail, telephone or facsimile transmission and shall be posted conspicuously on the condominium property not less than forty-eight (48) continuous hours in advance for the attention of the Unit owners except in an emergency. Any Director may waive notice to that Director of a meeting either before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Also, not less than fourteen (14) days' notice shall be mailed or hand-delivered to the Unit owners and posted conspicuously on the condominium property of any Board meeting which will consider the levy of a non-emergency special assessment, the approval of the annual budget or the adoption of a proposed rule regarding Unit use. All notices shall include an agenda for all known substantive matters to be discussed. Evidence of compliance with these notice requirements shall be by affidavit by the person giving the notice and shall be filed among the official records of the Association.

**2.4** Minutes of all Board meetings shall be kept in a businesslike manner and available for inspection by Unit owners and Directors at all reasonable times. A vote or abstention for each Director present on every matter put to vote shall be recorded in the minutes. The Association shall maintain these minutes for a period of not less than seven years or as otherwise required by the Act.

**2.5** Except as to vacancies provided by removal of a majority of the Directors by members (which shall be filled in the manner provided by the Act), any vacancy in the Board of Directors occurring between annual meetings of the members shall be filled by the Board of Directors to serve for the remainder of the unexpired term of the Director. Any Director may be recalled and removed from office with or without cause, by majority vote at a duly convened special membership meeting called by ten percent of the voting interests (with the purpose of the meeting stated in its notice) or by written petition signed by at least a majority of all the voting interests, in the manner provided by the Act.

**2.6** A quorum at the Board meeting shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the Board present at a meeting at which a quorum is present shall constitute the acts of the Board, except as specifically otherwise provided in the Declaration. Directors may not vote by proxy. Directors may not vote by secret ballot except in the election of officers. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

**2.7** The presiding officer at Directors' meetings shall be the president or in the absence of the president the vice president. In the absence of the president and vice president, the directors present shall designate any one of their number to preside.

**2.8** All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the Act, the Florida Nonprofit Corporation Act, the Articles of Incorporation, these Bylaws and the Declaration, except where a vote of the Unit owners is specifically required, including but not be limited to the following:

- (a) Make and collect assessments against members to pay the common expenses of the Association;
- (b) Use the proceeds of assessments in the exercise of its powers and duties;
- (c) Maintain, repair, replace, and operate the Condominium property as provided in the Declaration;
- (d) Reconstruct improvements after casualty and further improve the Condominium property, as provided in the Declaration;
- (e) Make and amend regulations with respect to the use of the Condominium property;

(f) Enforce by legal means the provisions of the Condominium documents including the Declaration, the Articles of Incorporation, these Bylaws, any rules and regulations, and the applicable provisions of the Act;

(g) Enter into such management agreements and contracts for the maintenance and care of the Condominium property as the Board deems necessary or advisable;

(h) Pay taxes and assessments which are liens against any property of the Condominium other than the individual Units and appurtenances thereto, and to assess the same against the Units subject to such liens;

(i) Purchase and carry insurance as provided in the Declaration;

(j) Pay the cost of all power, water, sewer, and other utilities services rendered to the Association and not billed to owners of individual Units;

(k) Retain and hire such employees who are necessary to administer and carry out the services required for the proper administration of the purposes of this Association and to pay all salaries therefor.

**2.9** No Director or officer shall receive any wage, salary, or fee from the Association for services as a Director or officer. A Director or officer may, however, be reimbursed by the Association for actual expenses incurred for or on behalf of the Association, and may receive reasonable compensation for services rendered in capacities other than that of Director or officer.

### **SECTION 3. OFFICERS**

**3.1** The Board shall elect the president, vice president, secretary, and treasurer, within thirty days following the annual meeting at which Directors are elected, and as many additional vice presidents, assistant secretaries, and assistant treasurers as the Board shall, from time to time determine. The president shall be a Director, but no other officer need be a Director. The same person may hold two offices the duties of which are not incompatible, provided, however, the office of president and a vice president shall not be held by the same person, nor shall the office of president and secretary be held by the same person.

**3.2** The officers of the Association shall have the following powers and duties:

(a) The president shall be the chief executive officer of the Association. The president shall have all of the powers and duties which are usually vested in the office of the president of an Association, including, but not limited to, the power to appoint committees from time to time, as the president may in his or her discretion determine appropriate, to assist in the conduct of the affairs of the Association. No Officer or Board Member may vote during committee meetings. The president shall be an ex-officio member of all committees. The president shall preside at all meetings of the Board.

(b) The vice president, in the absence or disability of the president, shall exercise the powers and perform the duties of the president. The vice president shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the Directors. In the event there shall be more than one vice president elected by the Board, then they shall be designated "First", "Second", etc., and shall exercise the powers and perform the duties of the presidency in such order.

(c) The secretary shall keep minutes of all proceedings of the Directors and the members. The secretary shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. The secretary shall keep the records of the Association, except those of the treasurer, and shall perform all of the duties incident to the office of secretary of an association as may be required by the directors or the president.

(d) The treasurer shall have custody of all of the finances of the Association, including funds, securities, and evidence of indebtedness. The treasurer shall keep the assessment rolls and accounts of the members; shall keep the financial books of the Association in accordance with good accounting practices, and shall perform the entire duties incident to the office of treasurer.

**3.4** Any officer may be removed from office with or without cause by the Board when the Board believes that is in the best interest of the Association. Any officer may resign at any time giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**3.5** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

#### **SECTION 4. VOTING**

**4.1** At any meeting of members, the owners of Units shall be entitled to cast one vote for each Unit owned. If a Unit is owned by one person, the right to vote shall be established by the record title to the Unit. If a Unit is owned by more than one person, the vote for the Unit shall be exercised by the joint owner of the Unit designated as the voter for the Unit in a voting certificate signed by all of the owners of the Unit.

**4.2** If a Unit is owned in trust, its voting representative shall be the trustee or if the grantor has a right of revocation upon a decedent's death and occupies the Unit then the grantor or if any beneficiary occupies the Unit then that beneficiary (and if there are more than one such persons then they shall have voting rights the same as joint owners of a Unit as provided herein). If a Unit is owned by a corporation or partnership, the person entitled to cast a vote for the Unit shall be designated by a certificate signed by the president or vice president of the corporation and attested by the secretary or assistant secretary of the corporation, or signed by the general partner or managing member of the partnership.

**4.3** All voting certificates required herein shall be filed with the secretary of the Association prior to the meeting for which the vote is to be cast. Such certificates shall be valid until revoked in writing or until superseded by a subsequent certificate or until a change in ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked in writing by the owner or owners of the Unit.

**4.4** At all meetings of members, each member may vote either in person or by proxy substantially meeting the requirements of the Act. All proxies shall be in writing and filed with the Association secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit. A proxy must be signed by the person granting the right to vote for the Unit. A proxy may be made by any person entitled to vote and must be filed with the secretary of the Association before the appointed time of the meeting, or prior to the reconvening of an adjourned meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawful adjournment thereof. In no event shall any proxy be valid for a period longer than ninety days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. Proxies shall not be used in electing members of the Board of Directors.

**4.5** Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these Bylaws, the Declaration or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Units represented at any duly called membership meeting at which a quorum is present shall be binding upon the members.

## **SECTION 5. MEMBERSHIP MEETINGS**

**5.1** The annual meeting shall be on the second Tuesday in March of each year at seven o'clock p.m. The meeting shall be held in the Clubhouse at Vizcaya Condominium, or in such other location as the Board may designate.

**5.2** Special meetings of the members may be called at any time by a majority of the Board, or upon written request of fifty (50) percent of the members, the president shall call such a meeting.

**5.3** Except as otherwise provided, written notice of each meeting of the members shall be given by or at the direction of the Association secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice not less than fourteen (14) days nor more than sixty (60) days prior to such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose(s) of the meeting. All notices of members' meetings shall also be posted conspicuously on the Condominium property, at such location designated for that purpose by the Board of Directors. Nothing contained herein shall prevent the giving of additional notice either prior to or after the stated time period.

**5.4** Except as otherwise provided by law, notices of membership, Board of Directors and committee meetings may be given by electronic transmission to Unit owners and/or Directors who consent to receive such notice by electronic transmission. The Association shall not provide

electronic notice of membership meetings to recall one or more Directors. In addition to the physical posting of notices on the Condominium property, the Association may also adopt a procedure for posting and repeatedly broadcasting the notice and agenda on a closed-circuit television system serving the Condominium Association in accordance with the requirements of the Act and rules adopted pursuant thereto.

**5.5** Representation by Owner or proxy of a majority of the Units in the Condominium at a membership meeting shall constitute a quorum, except as otherwise provided herein or by statute or by the Declaration of Condominium.

**5.6** The minutes of all members' meetings shall be kept in a book available for inspection by Unit owners or their authorized representatives at any reasonable time. The Association shall maintain these minutes for a period of not less than seven (7) years or as otherwise required by the Act.

## **SECTION 6. FINANCIAL MANAGEMENT**

**6.1** The fiscal year for the Association shall be the calendar year.

**6.2** The Board of Directors shall adopt the annual budget of common expenses, which shall be detailed and show the amounts budgeted by accounts and expense classifications. Written notice of the date, time and place of the Board meeting to consider the annual budget and a copy of the proposed annual budget shall be mailed or provided to each Unit owner at least twenty (20) days prior to the date of such Board meeting. Such Board meetings shall be open to all Unit owners. Between seven (7) and twenty (20) days prior to the adoption of the budget, there shall be one or more budget hearings, such hearings to be called by the president, at which time the members of the Association shall have the opportunity to ask questions and express their opinions regarding the proposed budget to the Board of Directors. In the event that such budget requires an assessment in excess of one hundred and fifteen (115) percent of such assessment for the preceding fiscal year, the Association shall follow the procedures established in the Act, as amended from time to time.

**6.3** The Board shall collect the annual assessments in installments not less frequent than quarterly. Payments may be made in advance less frequently than quarterly, but the Board may not require payment less frequently except in the case of a Unit owner who is in arrears on his assessment.

**6.4** The Board of Directors may levy special assessments for expenses beyond those included in the annual budget.

**6.5** The funds of the Association may be kept in such bank or banks, savings and loan association or other federally insured depository or depositories as shall be designated from time to time by the Board of Directors. Withdrawal of funds from such accounts shall be only by electronic transfers approved by or checks or other appropriate instruments signed by such persons as are authorized by the Board of Directors.



**6.6** Fidelity bonds shall be required by the Board of Directors from all persons with custody or access to custody of Association funds and from all other persons as required by the Act. The amount of such bonds shall be determined by the Board of Directors but shall be not less than the amount required by the Condominium Act. The premiums on such bonds shall be paid by the Association as a common expense.

**6.7** Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within twenty-one (21) days after the financial report is completed by the Association or received by the Association from a third party, the Association shall mail to each unit owner at the address last furnished to the Association by the Unit owner, or hand-deliver to each Unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand-delivered to the Unit owner, without charge, upon receipt of a written request from the Unit owner. Financial statements (whether it be a report of cash receipts and expenditures, a compiled financial statement, a reviewed financial statement or an audited financial statement) shall be based on the Association's total annual revenues as provided in Section 718.111(13), Florida Statutes. The Association Board of Directors may elect to provide a greater level of financial review than required by the Act. As provided in section 718.111(13)(c), Florida Statutes, the Unit owners may vote to reduce the level of financial reporting prepared or caused to be prepared. Such a meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which such vote is taken.

## **SECTION 7. PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall guide the conduct of all Association meetings when not in conflict with the Act, the Florida Nonprofit Corporation Act, the Declaration, Articles of Incorporation, these Bylaws or the Rules and Regulations adopted by the Board of Directors.

## **SECTION 8. ENFORCEMENT FINES**

**8.1** In addition to other remedies provided to the Association for enforcement of the condominium rules and restrictions, the Association may levy a fine against the owner of any Unit if the owner, tenant, occupant or guest fails to comply with the condominium restrictions or Association Rules.

(a) A fine and/or suspension levied by the Board Directors may not be imposed unless the Board of Directors first provides at least a fourteen (14) day certified mail notice to the Unit Owner and, if applicable, any violator who is an occupant, licensee, or invitee of the Unit Owner; and, in addition, also sends an email transmission to such Unit Owner if the Owner is overseas; and

(b) Provides an opportunity for a hearing before an *ad hoc* Hearing Committee.

**8.2** Each fine shall be in an amount determined by the Board of Directors in each instance of violation as provided in Section 8.3 not to exceed the amount of One Hundred Dollars (\$100.00), provided that a fine for a continuing violation may be in an amount up to One Hundred Dollars

(\$100.00) for each day thereof, not to exceed the total amount of One Thousand Dollars (\$1,000.00).

**8.3** Prior to levying any fine, the Association must provide written notice to the Owner of the Unit and, if applicable, any violator who is an occupant, licensee, or invitee of the Unit Owner by certified mail, return receipt requested; and, in addition, also sends an email transmission to such Unit Owner if such Owner is overseas, which notice shall include the following:

(a) A statement of the provisions of the Declaration, Bylaws or Association rules which are alleged to have been violated;

(b) A short plain statement of the matters asserted by the Association to constitute the violation, including but not limited to the date or dates of each alleged violation for which a fine and/or suspension may be imposed, as best as can be reasonably determined; and a statement of the fine and/or suspension to be imposed, determined by the Board of Directors at a duly posted and scheduled Board of Directors' meeting;

(c) A statement that the Unit Owner and, if applicable, any violator who is an occupant, licensee, or invitee of the Unit Owner will be provided an opportunity for a hearing before an *ad hoc* Hearing Committee of other Unit Owners, appointed by the Board of Directors in the event such a request is received by the Association not later than fourteen (14) days after the mailing of the notice if by certified mail; and after an additional email transmission to the Unit Owner if such Owner is overseas;

(d) A statement of the name and address of the person to whom the Unit Owner may request a hearing;

(e) The time, date and place on and at which the hearing shall be held in the event it is timely requested;

(f) A statement that the Unit Owner, and, if applicable, any violator who is an occupant, licensee, or invitee of the Unit Owner shall, if a hearing is timely requested, have an opportunity at such a hearing, in person or by phone if not in residence, to respond to the alleged violation, present evidence and provide written and oral argument on all issues involved, as well as to review, challenge and respond to any material considered by the *ad hoc* Hearing Committee. If the Unit Owner is not the violator, the Unit Owner must ask the violator to attend the hearing.

**8.4** (a) The *ad hoc* Hearing Committee must be a committee of Unit Owners who are neither Board of Director Members nor persons residing in a Board of Director Member's household.

(b) In the event a hearing is timely requested and therefore held, the *ad hoc* Hearing Committee shall consider all evidence and testimony presented at the hearing prior to the determination whether to impose or not impose a fine and/or suspension. The *ad hoc* Hearing Committee's determination shall be transmitted to the Board of Directors.

(c) The role of the *ad hoc* Hearing Committee is limited to determining whether to confirm or to reject the fine and/or suspension levied by the Board of Directors. If the *ad hoc* Hearing Committee does not agree, the fine and/or suspension may not be imposed. If a fine and/or suspension is levied, the Association shall provide to the Unit Owner a demand for payment of the fine and/or notice of suspension of rights.

**8.5** In the event a Unit Owner refuses or otherwise fails to pay the fine properly levied, the Association may arbitrate against the Unit Owner, if and as required, and proceed with legal action in a court of competent jurisdiction to collect the sum due together with costs and reasonable attorney fees of the Association in such collection action, including appellate attorney fees. Unless otherwise provided by law, no fine shall be a lien against a Unit.

## SECTION 9. AMENDMENTS

**9.1** A resolution proposing amendments to these Bylaws may be proposed in writing by either the Board or by any twenty-five percent (25%) of the members of the Association. The proposed amendments shall be voted on at a meeting of the Association which may be called either by the Board or the proposing members. The meeting shall be called by written notice thereof sent to all members at least fourteen (14) days prior to the meeting. Notice of the subject matter of a proposed amendment shall be included in the notice of the meeting.

**9.2** Except as elsewhere provided, such approval must be either by:

(a) not less than two-thirds of the votes of the entire membership of the Board and by not less than fifty-one percent (51%) of the votes of the entire membership of the Association; or

(b) not less than ninety-five percent (95%) of the votes of the entire membership of the Association.

**9.3** Notice of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is considered and such notice shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be indicated by strike-throughs. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and strike-throughs as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

“Substantial rewording of Bylaws. See Bylaw \_\_\_ for present text.”

Non-material errors and omissions in a Bylaws amendment or in the amendment process shall not invalidate an otherwise properly promulgated amendment.

**9.4 Upon approval as provided herein, such amendment or amendments to these Bylaws shall be transcribed, certified by the president and secretary of the Association and a copy thereof shall be recorded in the public records of Manatee County, Florida.**