

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM

of

VILLAGE GREEN OF BRADENTON CONDOMINIUM

SECTION 10

This Amended and Restated Declaration of Condominium for Village Green of Bradenton Condominium, Section 10, is made and executed this 5TH day of Dec., 2023, by Village Green of Bradenton Condominium, Section 10, Association, Inc., a Florida not-for-profit corporation (the "Association"), upon the following recitals of fact:

RECITALS:

A. The Association is the entity responsible for operating a residential condominium located in Manatee County, Florida, known as Village Green of Bradenton Condominium, Section 10 (the "Condominium").

B. The Condominium was created by a Declaration of Condominium recorded in Official Records Book 960, commencing at Page 849, of the Public Records of Manatee County, Florida (the "Original Declaration").

C. The Board of Directors for the Association has recommended to the Unit Owners that the Declaration be amended and restated to convert the Condominium to a "land condominium" so that the Owners of Units in the Condominium will be responsible for insuring the improvements to their Units, and to update the Declaration so that it is consistent with the current terms and provision of Chapter 718 of the Florida Statutes (the "Act").

D. Converting the Condominium to a land condominium requires the consent and joinder of all of the Unit Owners pursuant to Section 718.110 of the Act (individually a "Joinder" and collectively the "Joinders"). Each Unit Owner has executed a Joinder. The Joinders are attached hereto as composite Exhibit D.

NOW, THEREFORE, the Original Declaration is hereby amended and restated to read as follows:

DEFINITIONS: The terms used in this Amended and Restated Declaration shall have the meaning set forth in the Preamble and Recitals and as follows unless the context otherwise requires:

"Articles of Incorporation" - means the formative document creating the Association, as amended from time to time. A copy of the current Articles is attached hereto as Exhibit B.

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

"Association Property" - means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its Members.

"Board" - means the Board of Directors or other representative body responsible for administration of the Association.

"Bylaws" - means the Bylaws of the Association as they exist from time to time. A copy of the current Bylaws is attached hereto as Exhibit C.

"Common Elements" - means the portions of the Condominium Property not included in the Units.

"Common Expenses" - means all expenses, including reserves, which are properly incurred by the Association.

"Common Surplus" - means the excess of all receipts of the Association including, but not limited to, Assessments, rents, profits, and revenues collected by the Association which exceed the Common Expenses.

"Condominium Property" - means the lands which were submitted to condominium ownership by the Original Declaration, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

"Declaration" - means this Amended and Restated Declaration, as subsequently amended.

"Driveways" - means the paved areas depicted on the Plat which provide vehicular access to the Units.

"Limited Common Elements" - means those Common Elements which are reserved for the use of one or more Units but not all of the Units.

"Member" - means a person or entity qualified for membership in the Association as provided in the Bylaws, and is synonymous with Owner.

"Mortgagee" - means any person or entity which holds a mortgage encumbering one or more Units.

"Operation" (and all forms of such word) - means the administration and management of the Condominium Property.

"Party Wall" - means a vertical wall which lies between and separates the improvements constructed on adjacent Units.

"Plat" - means the survey, plot plan, and graphic description of improvements for the Condominium Property attached hereto as Exhibit A.

"Special Assessment" - means an Assessment levied against all of the Units other than the Assessment required by a budget adopted annually.

"Unit" - means a part of the Condominium Property which is subject to exclusive ownership.

"Unit Owner" or "Owner" - means a record owner of legal title to a Unit.

"Utilities" - means the essential services available to Units and the Common Elements including, without limitation, electricity, potable water, sanitary sewer, telephone, cable television, garbage and trash disposal, storm water drainage, and telecommunications.

1. THE CONDOMINIUM ACT. Chapter 718, Florida Statutes, 2023, is incorporated herein by reference as it exists as of the date this Declaration is recorded, and all provisions thereof shall apply to this Condominium to the extent that said statute is not inconsistent with the provisions contained in this Declaration.

2. NAME. The name by which this Condominium shall be known and identified is VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 10.

3. PLAT AND UNIT BOUNDARIES. A survey and plot plan of the Condominium Property locating the improvements thereon and identifying each Unit and the Common Elements and their relative locations and approximate dimensions is attached hereto as Exhibit "A". This is a land condominium. Therefore, the only Unit boundaries shall be the perimetrical boundaries graphically shown on Exhibit A, which boundaries are described as follows:

(a) The upper and lower boundaries of each Unit shall be determined in the same manner and under the same laws which establish the upper and lower boundaries of any other parcel of real property.

(b) The perimetrical boundaries of each Unit are shown on Exhibit A, wherein each Unit is identified and the perimetrical boundaries indicated by intersecting straight or curved lines surrounding the Unit identification symbol.

All improvements located within the boundaries of the Unit are a part of the Unit for all purposes, except the Owner of a Unit shall not own pipes, wires, conduits, or other Utility lines or installations running through the Owner's Unit which are utilized by or serve the Common Elements, which improvements are hereby made a part of the Common Elements. Pipes, wires, conduits, and other Utility lines or installations located within a Party Wall which serve more than one Unit shall be Limited Common Elements reserved to the Units sharing the Party Wall.

4. OWNERSHIP OF COMMON ELEMENTS AND SHARING COMMON EXPENSES. The ownership and the undivided shares of the respective condominium Units in the Common Elements and the manner of sharing Common Expenses and owning Common Surplus shall be as follows:

Each Unit shall share equally with all other Units and shall have a 1/30th interest therein.

5. COMMON ELEMENTS. Any right, title or interest in a condominium Unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the Common Elements and a right to use the Common Elements in conjunction with the Owners of the other condominium Units, except for the Limited Common Elements which will be used exclusively by the Owners and occupants of the Unit to which they are assigned or reserved. The Common Elements shall include but not be limited to:

(a) all of the Condominium Property which is not included within the boundaries of the Units;

(b) all improvements and parts thereof which are not included within the Units;

(c) any utility areas and installations and all utility services which are available to more than one Unit or to the Common Elements;

(d) all parking areas, Driveways, sidewalks and other means of ingress and egress;

(e) all tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners;

(f) any alterations, additions and further improvements to the Common Elements made by the Association;

(g) easements through the Units for conduits, plumbing, wiring and other facilities as may be necessary or desirable for the furnishing of Utilities to more than one (1) Unit or the Common Elements;

The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all the Common Elements (excluding the Limited Common Elements) except as they may be restricted by the reasonable and uniform regulations duly adopted by the Association Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners.

6. LIMITED COMMON ELEMENTS. The Driveways depicted on the Plat attached hereto as Exhibit "A" and labelled "LCE" shall be deemed Limited Common Elements reserved for the exclusive use of the Units served by each Driveway. The Driveways shall be maintained by the Association.

7. ASSOCIATION. The corporation responsible for the Operation of the Condominium is an incorporated association known as VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 10, ASSOCIATION, INC., a Florida non-profit corporation. All persons owning a vested present interest in the fee title to any of the Units, which interest is evidenced by a duly recorded proper instrument in the Public Records of Manatee County, Florida, shall automatically be Members of the Association and their respective memberships shall terminate when their vested interest in the fee title terminates. All of the affairs and property of the Condominium and of the Association shall be controlled by the officers and board of directors of the Association. A copy of the Articles of Incorporation is attached hereto as Exhibit "B". The Bylaws governing the Operation of the Condominium and of the Association are attached hereto and marked Exhibit "C". The Association shall have all of the rights and powers provided by the Condominium Act, the corporation statutes, the Articles of Incorporation, the Bylaws and this Declaration.

8. VOTING RIGHTS. The Owners of each Unit shall be entitled to one vote at Association meetings, notwithstanding that the same Owner may own more than one Unit or that Units may be joined together and occupied by one Owner. In the event of joint ownership of a Unit, the vote to which that Unit is entitled shall be apportioned among the Owners of the Unit as

their interest may appear, or may be exercised by one of such joint Owners by written agreement of the remainder of such joint Owners.

9. (Intentionally omitted)

10. COMMON EXPENSES. The Common Expenses shall include:

(a) costs of Operation, maintenance, repair and replacement of the Common Elements, Limited Common Elements and roadways;

(b) cost of fire, windstorm, flood and other property and liability insurance for the Common Elements and improvements to the Common Elements as provided herein;

(c) costs of management of the Condominium and administrative costs of the Association including professional fees and expenses;

(d) costs of water and sewage service, electricity and other Utilities which are not metered individually to the Units;

(e) labor, material and supplies used in conjunction with the Common Elements;

(f) cost of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the Common Elements for the benefit of all the Members upon a vote of the Unit Owners owning 75% of the Units

(g) damages to the Condominium Property in excess of insurance coverage excluding damage to the improvements constructed on the Units;

(h) salary of a general manager, if deemed desirable by the membership, and his assistants and agents; and

(i) all other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in Operating, protecting, managing and conserving the Condominium Property and recreational facilities and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws.

11. MAINTENANCE, REPAIR AND REPLACEMENT.

(a) Unit Owner: Each Unit Owner shall maintain in good condition and repair all improvements to the Owner's Unit, except that the painting and/or cleaning of the exterior walls and roof surfaces shall be the responsibility of the Association. The cost to maintain the structural integrity of each Party Wall shall be shared equally by the Owners of the Units separated by the Party Wall. All plumbing, electrical, heating and air conditioning, appliances, masonry, carpentry, exterior wall and roof repairs, and repair and replacement of windows, screens, or doors, with respect to the improvements located on an individual Unit, shall be made by such Unit Owner. All such repairs and replacements which are visible from the exterior of the improvements to a Unit shall be identical to the original items so as to maintain a harmonious appearance with the remaining improvements in the Condominium. No Owner shall paint any exterior wall, door, window, patio or any exterior surface, nor plant any plantings, nor erect any exterior lights, nor erect or attach any structures or fixtures upon or within the Common Elements, nor make any structural additions or alterations to the improvements located upon any Unit or to the Common Elements, without the prior written consent of the Association acting through its Board of Directors. In the event an Owner fails to maintain, repair or replace the improvements to the Owner's Unit properly, the Association, at the discretion of the Board of Directors, may make such repairs as the Board may deem necessary, and the cost thereof shall be assessed against such defaulting Unit Owner. The Association shall have a lien against a Unit for the cost of any repairs it shall make thereto, to the same extent as is provided by the Condominium Act for unpaid Assessments, plus interest thereon at the rate of 10% per annum and reasonable attorneys' fees incurred by the Association in the collection thereof.

Each Unit Owner shall pay for all Utilities which are separately metered to the Owner's Unit.

(b) Condominium Association: The Association will be responsible for the maintenance and repair of all Common Elements including the Limited Common Elements (other than any easements of way over adjoining lands, fee title to which is not subject to condominium purposes hereunder), including all Driveways, and for the painting and cleaning of the exterior walls and roof surfaces of the Units, and shall determine the landscaping, exterior color scheme and decoration, and exterior lighting of all buildings and improvements, specifically including the improvements constructed on the Units. The Association shall maintain the landscaping and exterior appearance of all the Condominium Property in a first-class condition To accomplish its

maintenance responsibilities, the Association may employ part-time or full-time agents or contractors, either singly or in conjunction with other condominiums associations nearby.

12. INSURANCE, DESTRUCTION AND RECONSTRUCTION:

(a) By the Association. The Association shall obtain and maintain fire and extended coverage insurance and any required flood insurance with a responsible insurance company or companies upon all of the insurable improvements constructed on the Common Elements and the personal property of the Association, for the full replacement or insurable value thereof. The premium for such insurance shall be paid by the Association and shall be equally assessed in advance to the Unit Owners as a Common Expense. The Association's Board of Directors shall have full authority to compromise and settle all claims against the Association's insurance carriers and may institute legal proceedings for the collection thereof.

(b) By the Unit Owners. The Association is not responsible for nor shall it insure the Units or the improvements constructed on the Units against liability, casualty, flood, or any other loss or damage that may occur upon or be caused to a Unit or the Unit improvements. Each Owner shall obtain, at the Owner's expense, casualty insurance covering all improvements located upon the Owner's Unit in an amount not less than the maximum insurable replacement value of such improvements. Each Owner will provide the Association and the Owner of the adjacent Unit with proof of such casualty insurance coverage upon request. In the event an Owner fails to obtain and maintain such insurance, or fails to provide proof thereof to the Association or the adjacent Unit Owner upon request, the adjacent Unit Owner and the Association shall have the right, at their option and in their sole discretion, to obtain such insurance coverage and pay such insurance premiums on behalf of the delinquent Owner. In such event, the Association or the adjacent Owner (as applicable) shall have the right to recover the amount of such insurance premiums from the delinquent Owner, including all attorneys' fees and costs incurred by the Association or the adjacent Owner to recover the premiums from the delinquent Owner. Each Unit Owner shall have the option, at the Owner's sole expense, of purchasing insurance coverage for the Owner's personal property. If the improvements located upon a Unit are damaged or destroyed by fire, flood, wind, or any other casualty, such improvements will be repaired or reconstructed at the sole cost of the Owner of the Unit. Within ten (10) days after the loss, the improvements will be secured from further damage and vandalism unless the improvements are totally destroyed, in which case the remains of the improvements shall be removed from the Unit within thirty (30) days after the loss. The Owner of the damaged Unit shall repair the damage or reconstruct the improvements to the Unit within a reasonable period of time not to exceed one

year following the date of the casualty. The improvements to the Unit will be constructed pursuant to the original plans for the improvements, using the same materials to the extent they are reasonably available. If alternate materials are used, they will be as close in appearance to the original materials as reasonably possible. The exterior appearance (including paint color, roof color and materials, location and size of windows and doors, appearance of window and door frames, window glass, and wall finish) shall be identical to the appearance of the improvements prior to the casualty. Each Mortgagee agrees that insurance proceeds received by the Owner of a Unit damaged by casualty will be available to the Unit Owner to repair or reconstruct the improvements to the Unit, and will not require the Unit Owner to apply such insurance proceeds to reduce the Owner's indebtedness to the Mortgagee. Payment of Assessments will not be abated even if a Unit is rendered uninhabitable as a result of a casualty.

13. LIABILITY INSURANCE.

(a) By the Association. The Association shall obtain and maintain public liability insurance covering all of the Common Elements (including the Driveways) and insuring the Association and the Unit Owners as their interests may appear in such amount as the Board of Directors may deem appropriate. The premiums for such insurance coverage shall be a Common Expense. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. Nothing herein contained shall be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

(b) By the Unit Owners. Each Unit Owner will be solely responsible for purchasing liability insurance for the improvements to the Owner's Unit in such amounts with such terms as the Unit Owner may determine.

14. RESTRICTIONS UPON USE. The following restrictions shall apply to and bind the Condominium and each condominium Unit:

(a) Use thereof shall be limited to a one-family residential usage and no commercial, professional, or business use shall be permitted;

(b) no unemancipated minors shall reside in any condominium Unit for longer than thirty (30) days in any calendar year;

(c) no dogs, cats, or other pets shall be allowed except that the initial purchaser of each Unit may, with the written consent of the Association, own one dog

(under thirty pounds) or one cat, provided said initial purchaser agrees in writing to reasonable rules concerning such dog or cat as may be promulgated by the Association. Such one dog or one cat may not be replaced for any reason.

(d) no signs of any description or nature shall be displayed by any Unit Owner, except with the written consent of the Association Board of Directors

(e) the occupants of the condominium Units shall not permit loud and objectionable noises or obnoxious odors to emanate from the Unit;

(f) the occupants and Owners of each Unit shall keep and obey all laws, ordinances and regulations of all governmental bodies, and all regulations that may be passed from time to time by the Association Board of Directors;

(g) no wire, antennas, clothes lines, garbage or refuse receptacles, or other equipment or structures shall be erected, constructed, or maintained on the exterior of the improvements to a Unit or on or in any of the Common Elements, except upon the written consent of the Association Board of Directors;

(h) no Unit Owner shall permit or suffer anything to be done or kept in the Owner's Unit which would be a health, safety or fire hazard;

(i) no Unit Owner shall commit or permit any nuisance, immoral, or illegal act in the Owner's Unit or in or on the Common Elements;

(j) all Unit Owners shall conform to and abide by the Bylaws and the uniform rules and regulations in regard to the use of the Units and the Common Elements which may be adopted from time to time by the Association through its Board of Directors;

(k) the Board of Directors, or its agent, shall have the right to enter any condominium Unit at any reasonable time for the purpose of maintenance, inspection, repair or replacement of the improvements constructed on the Unit which are the responsibility of the Association or the Common Elements therein or accessible therefrom or to determine compliance with the Condominium Act, this Declaration, or the Bylaws and regulations of the Association;

(l) no Unit Owner shall dispose of trash and garbage other than in receptacles provided therefor pursuant to the rules and regulations of the Association;

(m) no saline or other regenerating solution from water softening equipment shall be discharged into any street, easement or common area so as to harmfully affect any lawn or planting;

(n) no condominium Unit shall be divided or subdivided and no structural alterations or changes shall be made therein without the prior written consent of the Board of Directors of the Association;

(o) each Unit Owner shall have a perpetual easement for ingress and egress to and from the Owner's Unit over terraces, lawns, walkways, driveways and other Common Elements from and to the public or private roadways bounding the Condominium Property, except as otherwise provided herein;

(p) no Unit Owner or occupant shall in any way obstruct the common way of ingress and egress to the other Units or the Common Elements;

(q) all porches, courtyards, and garages shall be kept in such a manner as to present a neat appearance from the exterior of the Unit of which they are a part. Each Unit Owner shall be responsible for keeping the porches, courtyards and garages in such a manner;

(r) no truck, pick-up truck, work van, commercial vehicle, motor home, boat, camper or trailer shall be permitted to be parked or stored to the exterior of a Unit or upon any portion of the Common Elements unless such a vehicle is necessary for the temporary loading, unloading or delivery of goods and services or in the actual maintenance or repair of the improvements to a Unit. Temporary means periods of time not to exceed 48 hours unless otherwise approved in writing by the Board of Directors. Inoperable vehicles and vehicles with expired tags or no tags are not permitted to be parked upon any portion of the Condominium Property. The following definitions shall apply for purposes of this section:

"Truck" means any vehicle manufactured, designed, marketed or used primarily for transporting goods of any nature or designated as a truck by the manufacturer. For purposes of clarification, a "truck" means all pick up trucks (regardless of bed covers or cab caps) and open bed vehicles.

"Van" means step-vans of any size or weight, panel trucks or vans of any size or weight and any vehicle designated as a van by the manufacturer. "Van" shall include

vehicles without side or rear windows, or rear passenger seats. "Van" shall exclude passenger minivans.

"Commercial Vehicle" means all vehicles of every kind whatsoever, the use of which are primarily for business; or which from viewing the exterior of the vehicles or any portion thereof, show or tend to show any commercial markings, signs, displays, or otherwise indicate a commercial use; or which contain tools, tool boxes, ladders, racks or equipment transported in the vehicle incidental to any business; or which lack rear seats, rear or side windows.

"Boat" means anything manufactured, designed, marketed, or used as a craft for water flotation, capable of carrying one or more persons, or personal property.

Any and all vehicles that are illegally parked, or prohibited vehicles, will be towed at the owner's expense, without any notice other than that required by Florida Statute 715.07, as same may be amended or renumbered from time to time. This provision applies to all Owners, occupants, tenants, and guests.

(s) Unit Owners shall not make any Alterations to the exterior of the improvements located on the Units or to the Common Elements without the prior written approval of the Association. Such approval shall be in the sole discretion of the Association, and may be conditioned in any manner which the Association deems appropriate. Responsibility for maintenance of approved Alterations shall be determined by the Association. As used in this Subparagraph, Alterations shall include, without limitation, exterior painting; changes in the style or color of the roofs; replacement of windows or doors (including garage doors); window and door screens; landscaping; placement of gravel, stones, pavers, or stepstones; decorations, wall hangings, lettering, hooks, plant hangers, or other attachments to the exterior walls of the improvements; and gates to front doors. "Exterior of the Improvements" shall include the patios, porches, decks, exterior light fixtures, screened enclosures, and walkways to the front door of each Unit located within the boundaries of each Unit. Alterations to the Common Elements approved by the Association shall not be considered material alterations or substantial additions to the Common Elements, and shall not require the approval of the Unit Owners.

15. SALES, TRANSFER, LEASE OR OCCUPATION OF UNIT.

15.1 (a) In recognition of the close proximity of the Units and the compact living conditions which exist in this Condominium, the mutual utilization and sharing of the Common Elements and common recreational facilities, and the compatibility and congeniality which must exist among the Unit Owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the Board of Directors of the Association, or its duly authorized officers, agent or committee, to approve in writing all sales, transfers, leases or occupation of a Unit before such sale, transfer, lease or occupation shall be valid and effective, and before somebody other than a member of the Owner's immediate family may occupy such Unit. For the purpose of this section, "immediate family" means the Owner, the Owner's spouse (or domestic partner), the Owner's children, the Owner's parents, the spouse's children, and the spouse's parents.

As of April 7, 2008, Unit Owners are not permitted to lease their Units. Pursuant to Section 718.110 (13), Florida Statutes, the above-described restriction on rentals applies only to those Unit Owners who consented (i.e. voted "yes") to such restriction either in person or by proxy at the special membership meeting held on April 7, 2008. The rental restriction also applies to all Owners who take title to their Units after April 7, 2008. Unit Owners who voted "no" to the restriction on rentals at the April 7, 2008 membership meeting may continue to lease their Units until such time as they no longer own the Unit. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance. A lessee shall not assign his lease or sublet his condominium Unit without the prior written approval of the Board of Directors. Further, the Board may require all approved lease applicants to execute a standard form of lease agreement that the Board provides.

(b) It is the purpose and intent of the Unit Owners of this Condominium and the Board of Directors of the Association to comply with the requirements for exemption regarding familial status under the Fair Housing Amendments Act of 1988, and the regulations promulgated thereunder (hereafter referred to collectively as "the Fair Housing Act"). The Unit Owners and the Board of Directors of the Association intend to keep and maintain a community which is intended for occupancy primarily by older persons. Therefore, the Unit Owners have amended this Declaration to include the following restrictions and policies:

(1) At least 1 occupant in 80% of the permanently occupied Units must be at least 55 years of age or older, except as otherwise provided herein. Children under the age of 18 may not permanently reside in a Unit. However, children may temporarily reside in a Unit for periods not to exceed 30 days in any one calendar year. Persons between the ages of 18 and 54 may only reside in a Unit where there is at least one other permanent occupant residing there who is 55 years of age or older.

(2) The Association shall publish and adhere to policies and procedures which demonstrate an intent by the Association to provide housing for persons 55 years of age or older.

(3) The Association, upon application by a Unit Owner, tenant, purchaser or proposed lessee, shall have absolute discretion to allow a Unit to be occupied only by individuals under the age of 55 based upon criteria that the Board shall determine. However, for so long as the age provisions of the Fair Housing Act are in effect, the Board shall comply with the requirements for exemption, including, but not limited to, insuring that not more than 20% of the Units in the Condominium will be occupied only by individuals under the age of 55.

(4) The Association shall monitor the percentage of Units with occupants all of whom are under the age of 55 to insure that the Board does not permit more than 20% of the Units in the Condominium to be occupied only by persons under the age of 55.

(5) In the event there is a change in the occupants of a Unit so that there is no longer at least 1 occupant who is at least 55 years of age or older, the Unit Owner, and occupant, if not the Unit Owner, shall immediately notify the Association of the change in writing.

(6) The Association shall not have unreasonably withheld its approval of a proposed sale, transfer, lease, or occupation of a Unit if the disapproval is made for one or more of the following reasons: (i) the proposed sale, transfer, lease, or occupation of a Unit, would result in a violation of the terms of the declaration; (ii) the proposed sale, transfer, lease, or occupation of a Unit would, in the opinion of the Board, jeopardize the Condominium's status as housing intended primarily for older persons; or (iii) the proposed sale, transfer, lease, or occupation of a Unit would result in a violation of the Association's Bylaws or rules and regulations. The foregoing is not an exhaustive list and does not mean that disapproval for a reason other than those listed is unreasonable solely because that reason is not listed. The Board of Directors shall consider, in approving or disapproving a proposed sale, transfer, lease, or occupation of a Unit, such factors as it deems reasonable and useful in maintaining the

Condominium's status as housing intended primarily for older persons, in addition to the other factors stated in this Declaration.

15.2 Application Process. Before any Owner may sell, lease or otherwise transfer his/her Unit, he/she must submit an application to the Board of Directors. The written application for such approval shall contain a copy of the proposed lease or sales agreement, the names and addresses of all occupants and such other information as may be required by the Board and shall be accompanied by a transfer fee up to the highest amount permitted by law as required by regulation of the Board. After receipt of such application and all documentation, information and fees required herein, and any personal interview as may be required by the Board, the Board must either approve or disapprove the proposed sale, lease or transfer within thirty (30) days. If approved, the approval shall be stated in a certificate executed by any officer of the Association, in recordable form.

15.3 Right of First Refusal for Sales. If the Unit Owner has made a written demand at the time an application for sale is delivered to the Association for the Association to purchase the Unit in the event the sale is disapproved, then within thirty (30) days after receipt of such notice and all documentation, information and fees required herein, the Association shall deliver or mail by certified mail, return receipt requested, to the Unit Owner an agreement to purchase the Unit by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association by its President and attested by its Secretary, in which event the Unit Owner shall sell the Unit to the named purchaser at the price and upon the terms stated in the disapproved contract to sell. If the Association shall fail to purchase or provide a purchaser, or if the purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form.

15.4 Grounds for Disapproval. The Association shall neither have the duty to provide an alternate purchaser nor shall it assume any responsibility for the denial of a sale, lease or other transfer if the denial is based upon, including but not limited to, any of the following factors:

(a) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or theft or destruction of property; a felony demonstrating dishonesty or any criminal offense involving illegal drugs, sexual battery, sexual abuse, or lewd and lascivious behavior.

(b) The sale, ownership, or the application for approval, on its face, or the conduct of the applicant (including all proposed occupants), indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the condominium documents, or that the sale, lease or ownership, if approved, would result in a violation of the condominium documents;

(c) The person seeking approval (including all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her criminal history, conduct in other residences, social organizations or association, or by his or her conduct in this community as an occupant of a Unit:

(d) The person seeking approval (including all proposed occupants) has failed to provide the information required to process the application in a timely manner; has materially misrepresented any fact or information provided in the application or screening process; has failed to pay the transfer/approval fee or assessment escrow deposit or payment has been dishonored; has failed to make an appointment for or attend the personal screening; or has not agreed, failed to provide or refused to release to the Association the background information;

(e) The Unit Owner seeking to sell or lease the Unit is delinquent in the payment of any assessments or other sums owed to the Association.

15.5 In the event a sale, lease or occupation of a Unit is disapproved, the Unit shall not be sold, leased or so occupied. Any event transferring ownership or possession of a Unit which shall occur without the required prior notice having been given to the Association shall be void ab initio. The Association shall take any and all legal acts as may be necessary to terminate such prohibited transfers of ownership or possession, including the filing of an eviction lawsuit on behalf of the Unit Owner. The Association shall recover its court costs and its reasonable attorney's fees from the Unit Owner and/or tenants/occupants through all appellate levels, whether suit be brought or not.

15.6 The foregoing provisions shall not be applicable to purchasers at foreclosure sales of mortgages held by savings and loan associations, banks and insurance companies, or to conveyances or leases to or from such institutional first Mortgagees

16. Liabilities, Lien and Priority, Interest, and Collection of Assessments.

(a) The liability of a Unit Owner for Common Expenses shall be limited to the amount Assessed against the Owner's Unit from time to time in accordance with this Declaration and the Bylaws.

(b) A Unit Owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all Assessments coming due while he or she is the Owner of the Unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments levied against the grantor's Unit up to the time of such voluntary conveyance, without prejudice to any rights the grantee may have to recover from the grantor the amounts paid by the grantee therefor.

(c) The liability for Assessments may not be avoided or abated by abandonment of the Unit, or by waiver, either voluntary or involuntary, of the use or enjoyment of any Common Elements or services of the Association including an interruption in the availability of same for any reason.

(d) All Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the maximum contract rate of interest permitted by Florida law. In addition, if any Assessment or installment thereof is not paid on or before ten (10) days after the date due, the Association shall have the right and power to levy an administrative late charge against the Unit Owner in such amounts as determined by the Board from time to time; provided, however, no late charge shall exceed the maximum amount permitted by the Act. All payments received by the Association shall be applied first to any accrued interest, then to any administrative late charges, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessments. Notwithstanding the above, the Board may waive payment of interest, late charges, costs, or attorney's fees on a determination that said waiver is in the Association's best interest.

(e) The Association shall have a lien on each Unit for any unpaid Assessments, interest, late charges, attorney's fees and costs until paid in full. The effective date of the lien shall be as provided in the Condominium Act. 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 Unit, and shall set forth the name of the record Owner, the name and address of the Association, the amount due, and the due dates. The Claim of Lien shall continue in effect until all Assessments due on the date the Claim of Lien is recorded and which may accrue subsequent to such recording are paid in full, including interest, late charges, costs, and attorney's fees incurred by the Association incident to the collection process. Upon full payment, the party making payment shall be entitled to a recordable release of the Claim of Lien.

(f) The Association shall not record an assessment lien until forty-five (45) days after the Association has delivered to the Owner a notice of intent to file a lien. The notice shall be delivered to the Owner by certified mail, return receipt requested, and by First Class United States mail to the Owner at his or her last known address as reflected in the records of the Association. However, if the address for the Owner reflected in the records of the Association is outside the United States, then the notice must be sent by First Class United States Mail to the Unit address and to the last known address of the Owner by regular mail with international postage. In any event, delivery of the notice shall be deemed given upon mailing.

(g) The Association may bring an action in its name to foreclose a Claim of Lien in the same manner as a mortgage on real property is foreclosed, and may also bring an action to recover a money judgment for unpaid Assessments, with interest and late charges thereon, without waiving any Claim of Lien. Under either action, the defendant shall pay the costs of recording the Claim of Lien and all court costs, including, but not limited to, filing and service of process fees and reasonable attorneys' fees incurred by the Association to collect such Assessments or enforce such lien, including legal services rendered prior to any litigation, during trial, upon any appeal, post judgment, and bankruptcy proceedings. The Association shall have the right to bid on the Unit at any such sale, applying as a cash credit against its bid all sums due the Association covered by the lien being enforced, and to acquire, hold, lease, mortgage, and convey the same.

(h) When a Mortgagee holding a first mortgage of record encumbering a Unit obtains title to that Unit as a result of foreclosure of the first mortgage, or as a result of a deed given in lieu of foreclosure, such Mortgagee and its successors and assigns shall be liable for the share of Common Expenses and Assessments levied by the Association pertaining to such Unit or chargeable to the former Owner of such Unit which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, except as limited by the Condominium Act. The unpaid Assessments shall be deemed a Common Expense of the Association and collectible from all of the Unit Owners, including such acquirer, its successors and assigns. A Mortgagee acquiring title to a Unit as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Unit, whether or not such Unit is occupied, be excused from the payment of some or all of such Assessments coming due during the period of such ownership.

(i) Within fifteen (15) days after request by a Unit Owner or a Mortgagee, the Association shall provide a certificate setting forth all Assessments and other moneys owed to the

Association by the Unit Owner with respect to the Owner's Unit. The Association may charge a reasonable fee (not to exceed the maximum amount permitted by the Condominium Act from time to time) for the preparation of the certificate. Any person other than the Owner who relies upon such certificate shall be protected thereby.

(j) Except as otherwise set forth in the Condominium Act, no Unit Owner may be excused from the payment of the Owner's proportionate share of the Common Expenses unless all Unit Owners are likewise proportionately excused from such payment.

17. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. Notwithstanding any provisions of this Declaration, the written consent of all savings and loan associations, banks, and insurance companies holding first mortgages upon any of the Units shall be first obtained prior to any amendments to this Declaration, the Articles of Incorporation, or the Bylaws if required by the Act, and prior to the termination of the Condominium.

18. (intentionally omitted)

19. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, and subject to any applicable requirement for pre-suit mandatory non-binding arbitration as required by the Act, a default in the compliance and fulfillment of the provisions of the Condominium Act, this Declaration, Articles of Incorporation, Bylaws and the regulations and house rules promulgated by the Association or its Board of Directors, shall entitle the Association or individual Unit Owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his or her costs and expenses, including reasonable attorneys' fees to be determined by the Court, including appellate proceedings.

20. AMENDMENTS. This Declaration may be amended at any time by the affirmative vote of the Owners of two-thirds (2/3rds) of the Units except that amendments which change the percentage of ownership and sharing of Common Expenses, , change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to a Unit, or termination of the Condominium. must be approved by the Owner of the affected Unit, all record holders of liens on the affected Unit, and the Owners of all other Units. The Articles of Incorporation and Bylaws may be amended or repealed by a simple majority vote of all voting rights of all Members of the Association and to that extent this Declaration may be amended without two-thirds (2/3rds) vote. No amendment shall be effective unless it be in writing, executed by the president or vice president and attested by the Secretary of the Association with the

formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Manatee County, Florida. It shall not be necessary for the individual Unit Owners or holders of recorded liens thereon to join in the execution of any amendment unless such joinder is required by the Act, and the execution of any amendment by the president or vice president and attested by the secretary of the Association as provided herein shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration, the Articles of Incorporation and the Bylaws.

21. TERMINATION. The Condominium Property may be removed from the provisions of this Declaration at any time by a vote of the Owners of two-thirds (2/3rds) of the Units and unanimous written consent of all of the institutional first mortgage holders by an instrument to that effect executed by the president or vice president and secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Manatee County, Florida. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the Condominium assets shall be governed by the provisions of the Act.

22. LEASEHOLDS. Pursuant to the provisions of Section 718.114, Florida Statutes, "the Association may in the future acquire or enter into agreements acquiring leaseholds, memberships and other possessory interests or use interests in lands or facilities such as country clubs, golf courses, marinas or other recreational facilities.

23. EASEMENTS. The easements herein granted or shown in Exhibit "A" are for the following uses and purposes and are subject to the following conditions:

(a) All of said easements shall exist in perpetuity for the benefit of utility companies including cable television, Unit Owners in this Condominium, their guests and invitees, and third persons needfully using the same (such as delivery men, postmen, real estate brokers, and salesmen), for the purpose of ingress and egress, drainage, and for the purpose of installation, repair, reinstallation, and maintenance, under, on, or over the same.

(b) The Association shall, at all times, maintain the paved portion of easements lying within the boundaries of the Condominium in good repair and unobstructed, and shall maintain the unpaved portions of all easements in a manner consistent with the needs of utility companies for entry thereon and thereunder for the purposes above expressed in Subparagraph (a) of this Paragraph 23, provided that paved driveways from the condominium Units to the paved portions of any of the easements may be constructed and maintained.

(c) In the event that any improvement constructed on a Unit shall encroach upon the Common Elements or another Unit for any reason other than the intentional act of the Unit Owner, or in the event that any improvement constructed on the Common Elements shall encroach upon any Unit for any reason, an exclusive easement shall continue to exist to the extent of such encroachment as long as the same shall continue.

24. BINDING EFFECT. All provisions of the Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked and terminated.

Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

25. SEVERABILITY. If any provisions of this Declaration, the Articles of Incorporation, or the Bylaws or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, Village Green of Bradenton Condominium, Section 10, Association, Inc., has caused this Amended and Restated Declaration to be executed as of the day and year first above written.

(SIGNATURE AND ACKNOWLEDGMENT ON NEXT PAGE)

Signed, sealed and delivered in the presence of:

VILLAGE GREEN OF BRADENTON CONDO-
MINIUM, SECTION 10, ASSOCIATION, INC.

James W. Platt
JAMES W. PLATT

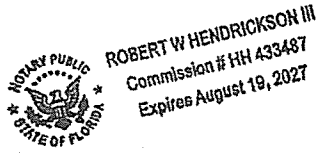
By: *William McGrath*
William McGrath, President

Robert W. Hendrickson III
Robert W. Hendrickson III

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of DEC., 2023, by William McGrath the President of Village Green of Bradenton Condominium, Section 10, Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

[Notary Seal]



William McGrath
(Signature of person taking acknowledgment)

(Name typed, printed, or stamped)

ARTICLES OF INCORPORATION

of

VILLAGE GREEN OF BRADENTON CONDOMINIUM,
SECTION 10, ASSOCIATION, INC.

(A Corporation Not for Profit)

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation not for profit under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

ARTICLE I.

NAME OF CORPORATION

The name of this corporation shall be Village Green of Bradenton Condominium, Section 10, Association, Inc., hereinafter referred to as the Association.

ARTICLE II.

GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the Condominium know as Village Green of Bradenton Condominium, Section 10, Association, Inc., located in the County of Manatee, Florida, and to perform all acts provided in the Declaration of Condominium of said Condominium and the Condominium Act, Chapter 718, Florida Statutes.

ARTICLE III.

POWERS

The Association shall have all of the condominium law and statutory powers of a corporation not for profit and all of the powers and duties set forth in said condominium act and the Declaration of Condominium of Village Green of Bradenton Condominium, Section 10, Association, Inc., as amended from time to time, except as may be limited or

EXHIBIT B

otherwise provided by these Articles. The Association may enter into lease agreements and may acquire and enter into agreements acquiring leaseholds, memberships and other possessory or use interests for terms up to and including 99 years, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members, including but not limited to lease of recreation areas and facilities.

ARTICLE IV.

MEMBERS

All persons owning a vested present interest in the fee title to any of the condominium units as evidenced by a duly recorded proper instrument in the public records of Manatee County, Florida, shall be members. Membership shall terminate automatically and immediately as a member's vested interest terminates, except that upon termination of the entire condominium project, the membership shall consist of those who were members at the time of each conveyance of the respective units to the trustee as provided in said Declaration of Condominium. In the event a unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity shall exercise its membership rights.

After the Association approves of a conveyance of a condominium unit as provided in said Declaration of Condominium, the change of membership in the Association shall be evidenced in the Association records by delivery to the Secretary of a certified copy of the deed or other instrument of conveyance.

Prior to the recording of said Declaration of Condominium in the public records of said county, the subscribers hereto shall remain the members of the Association and shall each be entitled to one vote.

ARTICLE V.

VOTING RIGHTS

Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of a joint ownership of a condominium unit, the vote to which that unit is entitled shall be apportioned among the owners as their interest may appear, or may be exercised by one of such joint owners by written agreement of the remainder of the joint owners.

ARTICLE VI.

INCOME DISTRIBUTION

No part of the income of this corporation shall be distributable to its members, except as compensation for services rendered.

ARTICLE VII.

EXISTENCE

This Corporation shall exist perpetually unless dissolved according to law.

ARTICLE VIII.

REGISTERED OFFICE REGISTERED AGENT

The registered office of the corporation shall be 3830 Bee Ridge Road, Sarasota, Florida, and the registered agent at such address shall be Fred C. Chamberlain.

ARTICLE IX.

NUMBER OF DIRECTORS

The business of the corporation shall be conducted by a board of directors which shall consist of not less than three (3) persons, as shall be designated by the bylaws. Directors shall be elected to two-year terms at the Annual Meeting of the members in such a manner that half of their terms, as nearly as possible, will expire at each Annual Meeting.

ARTICLE X.

FIRST BOARD OF DIRECTORS AND OFFICERS

The names and post office addresses of the members of the first Board of Directors and officers, all of whom shall

hold office until their successors are duly elected and qualified are as follows:

<u>Name</u>		<u>Address</u>
Fred C. Chamberlain	- President and Director	3830 Bee Ridge Road Sarasota, Florida 33583
Charles Fradley	- Vice President and Director	3830 Bee Ridge Road Sarasota, Florida 33583
Thomas C. Stambaugh	- Secretary Treasurer and Director	3830 Bee Ridge Road Sarasota, Florida 33583

ARTICLE XI.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors shall be indemnified by the Association against all expenses and liabilities including counsel fees (including appellate proceedings) reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers and directors or arising out of their status as such.

ARTICLE XII.

RIGHTS OF DEVELOPER

U S Home Corporation, a corporation existing under the laws of Delaware, which is the developer of the condominium, shall have full right and authority to manage the affairs and exclusive right to elect the directors of the Association (who need not be unit owners) until the following shall occur:

A. When fifteen percent (15%) or more of the units that will be operated ultimately by the Association are conveyed to owners other than Developer, such unit owners shall be entitled to elect not less than one-third (1/3) of the board of directors.

B. Within three (3) years after fifty percent (50%) or within three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association are conveyed to owners other than Developer, such unit owners shall be entitled to elect a majority of the board of directors.

C. Developer shall be entitled to elect at least one (1) member of the board of directors as long as Developer holds at least five percent (5%) of the units in the Condominium for sale in the ordinary course of business.

During the period Developer is in control of the Association, the Directors shall exercise all rights which would otherwise be exercisable by the members.

ARTICLE XIII.

BYLAWS

The initial bylaws of the Association shall be adopted by the board of directors and may be altered, or rescinded thereafter by a simple majority vote of the members in the manner provided in the Bylaws.

ARTICLE XIV.

SUBSCRIBERS

The names and residence of the subscribers to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Residence</u>
Fred C. Chamberlain	4222 Boswell Sarasota, Florida
Charles Fradley	2711 45th Street West Bradenton, Florida
Thomas C. Stambaugh	1000 Serpentine Drive South St. Petersburg, Florida

ARTICLE XV.

AMENDMENTS

The corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by a simple majority vote of all voting rights of all members of the corporation and all rights conferred upon the members herein are granted subject to

this reservation.

IN WITNESS WHEREOF, we, the undersigned subscribers to these Articles of Incorporation, have hereunto set our hands and seals this ____ day of _____, 197

Fred C. Chamberlain (SEAL)

Charles Fradley (SEAL)

Thomas C. Stambaugh (SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this ____ day of _____, 1978, before me, an officer duly authorized and acting, personally appeared FRED C. CHAMBERLAIN, CHARLES FRADLEY and THOMAS C. STAMBAUGH, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged then and there before me that they executed said instrument.

WITNESS MY HAND AND OFFICIAL SEAL at Sarasota, Florida, in the County and State aforesaid this the day and year last above written.

Notary Public

My Commission Expires:

BYLAWS

of

VILLAGE GREEN OF BRADENTON CONDOMINIUM
SECTION 10, ASSOCIATION, INC.

A non-profit corporation existing
under the laws of the State of Florida

I. PRINCIPAL OFFICE

The principal office of the Association shall be located at 3830 Bee Ridge Road, Sarasota, Florida 33583. The address of the principal office may be changed at the discretion of the Board of Directors.

II. MEMBERSHIP

1. MEMBERS. All persons owning a vested present interest in the fee title to any of the condominium units in Village Green of Bradenton Condominium, Section 10, a condominium existing pursuant to Chapter 718, Florida Statutes, which interest is evidenced by a duly recorded proper instrument in the public records of Manatee County, Florida, shall automatically be members of this Association and their respective membership shall automatically terminate as their vested interest in the fee title terminates. Such membership may be evidenced by the issuance of a membership certificate which shall be deemed automatically cancelled when the membership it evidences is terminated as provided herein.

2. VOTING RIGHT. Each condominium unit shall have the voting rights provided in the Declaration of Condominium and any such vote may be cast in person or by mail or by proxy executed in writing and filed with the secretary. In the event of a joint ownership of a condominium unit by more than one person the vote to which the unit is entitled shall be apportioned among the owners as their interest may appear, or may be exercised by one of such joint owners by written agreement of the remainder of such joint owners.

3. ANNUAL MEETING. An annual meeting of the members shall be held at the principal office of the Association or

EXHIBIT C

at such other place within Manatee County as may be designated by the President, at 8:00 p.m. on the second Tuesday in the month of February for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

spacious place on the condominium property

4. SPECIAL MEETINGS. Special meetings may be called by the president or by the board of directors, or by a written request of a majority of the voting rights of the members, for any purpose and at any time. Notice of special meetings shall be posted in a conspicuous place on the condominium property and mailed by certified mail or delivered by the secretary at least fourteen (14) days before such meeting to each member at his address as shown in the Association records, which notice shall state the time, place and purpose of such meeting. Members may waive such notice and may act by written agreement without meetings.

5. QUORUM. A majority of the voting rights represented in person, by mail, ballot or vote, or by proxy, shall constitute a quorum, and if a quorum is not present, a majority of the voting rights present may adjourn the meeting from time to time. A member shall be deemed present for purposes of a quorum with respect to any question or election upon which his written and signed vote shall have been received by the secretary. A simple majority of all voting rights present in person or proxy shall decide any question brought before the meeting, except when otherwise required by the condominium act, Declaration of Condominium, Articles of Incorporation or these bylaws.

III. BOARD OF DIRECTORS

1. POWERS. The board of directors shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties and responsibilities as provided in the Declaration of Condominium, Articles of Incorporation and the condominium act.

2. NUMBER. The number of directors shall be designated by resolution of the membership from time to time but shall

in no event be less than three directors. Each shall be a member of the Association or a person exercising the rights of an owner who is not a natural person. All directors shall act without compensation unless otherwise provided by resolution of the membership. Each director shall hold office for two years and shall be elected in such manner at the annual meetings so that the number of directors serving on the board from time to time shall have their terms of office evenly divided so far as possible so that half of their terms shall expire at the time of each annual meeting of members.

3. REGULAR MEETINGS. A regular meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of the membership. Additional regular meetings may be held as provided by resolution of the board.

4. SPECIAL MEETINGS. Special meetings of the board may be called by the president or a majority of the directors for any purpose and at any time or place. Notice thereof stating the purpose shall be mailed by regular or air mail or delivered to each director at his address shown in the Association records at least five days before such meeting, unless such notice is waived by any director or directors.

~~Minutes of all meetings of the directors, except~~

~~minutes of all meetings of the directors, except~~

All meetings of the board shall be open to all members.

5. QUORUM. A majority of directors shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting from time to time. A director shall be deemed present for the purposes of a quorum with respect to any question or election upon which his written and signed vote shall have been received by the secretary.

The vote of a majority of directors present shall decide any matter before the board, except as may be otherwise required in the Articles of Incorporation, these bylaws or the Declaration of Condominium.

6. REMOVAL. Any director may be removed by two-thirds vote of the membership at a special meeting called for that purpose and the vacancy created thereby shall be filled by the election of a new director at the same meeting.

7. LIABILITY AND INDEMNIFICATION: Directors shall not be liable to the members for any mistake of judgment and shall only be liable for their own individual willful misconduct or bad faith. The members shall indemnify and hold harmless each director against all contractual liability to others arising out of contracts made on behalf of the Association unless such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these bylaws. Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

IV. OFFICERS

1. NUMBER. The officers shall be a president, a vice-president, a secretary and a treasurer, each of whom shall be elected by the board of directors. Such assistant officers as may be deemed necessary may be elected by the board of directors. The president and secretary may not be the same person. Officers must be members of the Association or a person exercising the membership rights of a unit owner which is not a natural person. The president must be a member of the board of directors. All officers shall act without compensation unless otherwise provided by resolution of the membership.

2. ELECTION AND TERM. Each officer shall be elected annually by the board of directors at the first meeting of Directors following the annual meeting of members and shall hold office until his successor shall have been elected and duly qualified, unless sooner removed by the board of directors.

3. PRESIDENT. The president shall be the principal executive officer of the Association and shall supervise all of the affairs of the Association. He shall preside at all meetings of the members and of directors. He shall sign all documents and instruments in behalf of the Association.

4. VICE-PRESIDENT. In the absence of the president, the vice-president shall perform the duties of the president, and when so acting, shall have all the powers and responsibilities of the president. The vice-president shall, moreover, perform such duties as may be designated by the board of directors.

5. SECRETARY. The secretary shall countersign all documents and instruments in behalf of the Association, record the minutes of meetings of members and directors, and give notices required by these bylaws. He shall have custody and maintain the records of the Association, other than those maintained by the treasurer.

6. TREASURER. The treasurer shall have custody of all funds of the Association, shall deposit the same in such depositories as may be selected as hereinafter provided, shall disburse the same, and shall maintain financial records of the Association which shall be available for inspection by any member during the business hours on any week day. At the discretion of the board of directors, the functions of the treasurer may be delegated to and performed by a financial institution located in Manatee County, in which event, no bond will be required.

7. FIDELITY BONDS. All officers and directors shall be bonded by a surety company selected by the board in an amount determined by the Board to be sufficient to insure the proper handling of all cash funds and other corporate assets. The cost of such bond shall be paid by the Association.

8. REMOVAL. Any officer may be removed by two-thirds vote of the board of directors called for that purpose and the vacancy thereby created shall be filled by an election

by the remaining directors at the same meeting.

V. MANAGER AND EMPLOYEES

The board of directors may employ the services of a manager and other employees and agents as they shall determine appropriate to actively manage, operate, and care for the condominium property, with such powers and duties and at such compensation as the board may deem appropriate and provide by resolution from time to time. Such manager, employees and agents shall serve at the pleasure of the board.

VI. CONTRACTS AND FINANCES

1. CONTRACTS. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

2. LOANS. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. The board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.

3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

4. DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the board of directors may select.

5. FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January of each year.

VII. VACANCIES

A vacancy in any office or in the board of directors shall be filled by the board of directors, although less than a quorum remains by reason of such vacancy.

VIII. AMENDMENTS

These bylaws may be altered or repealed by new bylaws adopted at an annual meeting or at any special meeting of the members by a majority vote of the voting rights of all members of the Association. No modification of or amendment to the bylaws shall be valid unless set forth in or annexed to an amendment to the Declaration of Condominium and duly recorded in the public records of Manatee County in the manner provided in the Declaration.

IX. REGULATIONS

The board of directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the condominium, and restrictions upon and requirements respecting the use and maintenance of the units and of the common elements of the condominium as may be deemed necessary and appropriate from time to time to assure the enjoyment of all unit owners and to prevent unreasonable interference with the use of the units and the common elements, as shall not be inconsistent with the condominium act, the Declaration of Condominium, the Articles of Incorporation, and these bylaws. A copy of such regulations shall be furnished to each unit owner and subsequent purchasers of units and shall be posted and remain available in the offices of the Association.

X. REGISTERS

1. MAINTENANCE OF REGISTER. The secretary shall maintain a register in the corporation office showing the names and addresses of members.

2. FEE FOR APPROVAL OF TRANSFER. In connection with any application for the transfer of membership or for a conveyance of interest in a condominium parcel or a lease of a condominium parcel, the Board of Directors may charge a fee in connection therewith in the amount of the expenditures reasonably required for the approval of the transfer; provided, however, that this shall not exceed \$50.

3. REGISTER FOR RECORDING OF PLEDGED OR MORTGAGED CONDOMINIUM PARCELS. The corporation shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to, notify the corporation in writing of the pledge or mortgage. In the event notice of default is given any member, under an applicable provision of the bylaws or the declaration, a copy of such notice shall be mailed to each such registered pledgee or mortgagee.

XI. SEAL

The board of directors shall provide a corporate seal, circular in form, showing the corporate name, the year and the state of incorporation, and the words "corporation not for profit".

XII. ANNUAL BUDGET AND COLLECTION OF ASSESSMENTS

1. ANNUAL BUDGET. The annual budget of common expenses shall be adopted by the Board of Directors. Notice of the time and place of the meeting at which the budget will be considered and copies of the proposed annual budget shall be mailed to all members not less than thirty (30) days prior to the meeting. The annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

2. COLLECTION OF ASSESSMENTS. Assessments for the payment of common expenses shall be made and collected in the manner provided in the Declaration of Condominium.