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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 3033555

Prepared by and Return to:
Kevin D. Micale
Ulrich, Scarlett, Watts & Dean, P.A.
713 S. Orange Ave., Suite 201
Sarasota, FL 34236

CERTIFICATE OF
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
and
AMENDED AND RESTATED BYLAWS
FOR
THE ORLEANS APARTMENTS CONDOMINIUM, INC.

THE UNDERSIGNED, as President of **THE ORLEANS APARTMENTS CONDOMINIUM, INC.**, a not-for-profit Florida corporation, hereby certifies that the Declaration of Condominium, as originally recorded in Official Records Book 821, Page 245, et. seq., of the Public Records of Sarasota County, Florida, and as amended from time to time, was duly amended and restated by the required process and affirmative votes pursuant to said documents at a meeting of the Association members held on February 17, 2023. It is further certified that the amended and restated documents are attached hereto as Exhibit "A" and include the original Articles of Incorporation.

IN WITNESS WHEREOF, the Association has caused this Certificate to be executed by its President and Secretary this 17th day of May, 2023.

Signed, sealed and delivered
in the presence of:

Wes Hildebrandt
Print Name: WES HILDEBRANDT
Witness as to President and Secretary

Wes Hildebrandt
Print Name: WES HILDEBRANDT
Witness as to President and Secretary

THE ORLEANS APARTMENTS CONDOMINIUM
INC., a Florida, not-for-profit corporation.

By: [Signature]
Paul Lunsford, President

Attest:

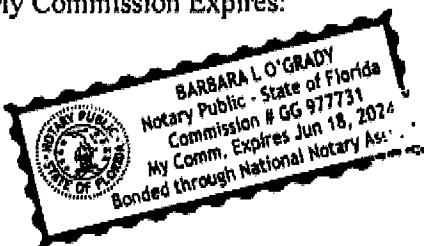
By: [Signature]
Michele Darling, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 17th day of May, 2023, by Paul Lunsford, as President and Michele Darling, Secretary, respectively, of The Orleans Apartments Condominium, Inc., a Florida not-for-profit corporation, on behalf of said corporation, who are personally known to me or who have produced _____ as identification.

My Commission Expires:

[Signature]
Print Name: Barbara L. O'Grady
Notary Public



[Substantial rewording of Declaration. See existing Declaration and amendments thereto for present text]

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM**

THE ORLEANS APARTMENTS CONDOMINIUM, INC.

WHEREAS, the original Declaration of Condominium of The Orleans, a Condominium, was dated December 9, 1969, and officially recorded in the Public Records of Sarasota County, Florida (the "Declaration"); and

WHEREAS, there have been amendments to the Declaration as reflected by Instruments recorded in the public record; and

WHEREAS, the members of The Orleans Apartments Condominium, Inc. (the "Association") wish to amend and restate the Declaration in order to update the provisions thereto.

NOW THEREFORE, by adoption of this Amended and Restated Declaration of Condominium, the members of the Association hereby integrate all previous amendments to the Declaration, as reflected in the public record, and hereby amend and restate the Declaration of Condominium and its Exhibits in their entirety in this single instrument.

**ARTICLE I.
PURPOSE**

The purpose of this Declaration is to submit the lands located in Sarasota County, Florida, herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as amended from time to time, herein referred to as the Condominium Act.

A. Condominium Name and Address. The name by which this condominium is to be identified is THE ORLEANS, a condominium and its address is 950 Tarpon Center Drive, Venice, Florida 34285.

B. The Land. The described lands lying in Sarasota County, Florida, to wit: The North 100.00 feet of the South 200.00 feet of Lot 7, and the North 100.00 feet of the South 300.00 feet on Lot 7, Block 4, Venice, Florida, Replat of portion of Gulf View Section of Venice, Florida, Section 1 and 12, Township 39 South, Range 18, East, Sarasota County, Florida, recorded in Plat Book 4, pages 97-100, Public Records of Sarasota, measured at right angles to the South line of Lot 7, and beginning 200.00 feet distance therefrom, according to said plat and extending Westwardly from Inlet Road to the waters of the Gulf of Mexico, which lands are herein called "the land".

ARTICLE II.

DEFINITIONS

The terms used herein and, in the exhibits, hereto shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

- A. **Unit** means unit as defined by the Condominium Act.
- B. **Unit Owner** or **Owner** means unit owner as defined by the Condominium Act.
- C. **Association** means **The Orleans Apartments Condominium, Inc.** and its successors, which is and shall be the legal entity responsible for the operation of this Condominium.
- D. **Common Elements** shall include all portions of the condominium property not included in the units, and shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.
- E. **Common Expenses** include but are not limited to the following:
 - 1. Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of units to be maintained by the Association; and expenses of pest control.
 - 2. Expenses declared common expenses by the provisions of this Declaration or the Bylaws.
 - 3. Any valid charge against the condominium as a whole.
- F. **Condominium** means all the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.
- G. **Condominium Act** means Chapter 718, Florida Statutes, as it may be amended from time to time.
- H. **Singular, plural, gender.** Whenever the context so permits, the use of the plural shall include the singular, the plural, and the use of any gender shall be deemed to include all genders.
- I. **Utility services** as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

ARTICLE III.

DEVELOPMENT PLAN

The condominium is described and established as follows:

A. Survey. A survey of the land showing the improvements thereon is attached as **Exhibit A**, with certificate of surveyor set forth thereon.

B. Plans. The improvements upon the land are constructed substantially in accordance with the plans and survey therefor prepared by Archie B. Brown and designated as **THE ORLEANS, A Condominium**, a portion of which plans are attached hereto as the following exhibits:

A-1, A-2, A-3 and A-4

C. Easements are reserved through the condominium property as may be required for utility services in order to adequately serve the condominium; provided, however, such easements through a unit shall be only according to the plans and specifications for the condominium building, or as the building is constructed, unless approved in writing by the unit owner.

D. Improvements - general description.

1. Condominium building. The condominium includes a condominium building consisting of a lobby floor, including units and three typical floors and a fifth floor, making a total of five floors. The building contains 33 owners' units. The common elements include, but are not limited to, community room, laundry, lobby and service facilities.

2. Other improvements. The condominium includes parking areas, landscaping, swimming pool, and other facilities located substantially as shown upon said plans and which are a part of the common elements.

E. Unit boundaries. Each unit shall include that part of the building containing the unit which lies within the boundaries of the unit, which boundaries are as follows:

1. Upper and lower boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- a. **Upper boundary** - the horizontal plane of the lower surfaces of the ceiling slab.
- b. **Lower boundary** - the horizontal plane of the lower surfaces of the floor slab.

2. Perimetrical boundaries. The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

- a. **Exterior building walls** - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the condominium building bounding a unit and fixtures thereon, and where there is attached to the building a balcony, terrace, canopy, stairway or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all such structures and fixtures thereon.
- b. **Interior building walls** - the vertical planes of the center line of walls bounding a unit extended to intersections with each other with the following exception: where walls between units include a column or shaft the plane of the center line of a bounding wall shall be extended through an included column or shaft without regard to the plane of its center line.

F. Common elements. The common elements include the land and all other parts of the condominium not within the unit, and include but are not limited to the following as to which the Association shall have the powers indicated:

1. Automobile Parking Areas. Automobile parking will be made available to unit owners so that the occupants of each unit will be entitled to parking for one automobile without charge. The Association shall have the authority to make reasonable charges for automobile parking spaces in excess of one for each unit. Parking areas will be available pursuant to the regulations of the Association.

**ARTICLE IV
THE UNITS**

The Units. The units of the Condominium are more particularly described and the rights and obligations of their owners established as follows:

A. Typical unit plans. These typical units appear on A-1, A-2, A-3 and A-4

B. Unit description and identification. There are seven units on each typical floor of the building, and five units on the lobby floor. They are designated by number on Exhibits A-2, A-3 and A-4 attached hereto. Units on the lobby floor are numbered, from the South end of the building to the North end as Nos.:

101 102 103 104 105.

Second floor units are numbered from South to North as Nos.:

201 202 203 204 205 206 207.

Third floor units are numbered from South to North as Nos.:

301 302 303 304 305 306 307.

Fourth floor units are numbered from South to North as Nos.:

401 402 403 404 405 406 407.

Fifth floor units are numbered from South to North as Nos.:

501 502 503 504 505 506 507.

C. Appurtenances to units. The owner of each unit shall own a share and certain interests in the condominium property which are appurtenant to his unit, including but not limited to the following items which are appurtenant to the several units and which may not be separately transferred, sold or assigned unless in conjunction with the transfer, sale or assignment of a unit, are as indicated:

1. Common elements and common surplus. The undivided share in the land and other common elements and in the common surplus which is appurtenant to each unit is as follows: Each unit shall have an undivided one-thirty third (1/33) share.

2. Storage space. The common elements include storage areas which are to be located on the lobby floor and designated by a number corresponding to each unit and shall be assigned to the exclusive use of said unit.

3. Automobile parking space. The common elements include parking areas for automobiles of unit owners. Parking areas will be available for use pursuant to the regulations of the Association, which regulations shall provide that the occupant of each unit shall be entitled to one parking space for one automobile without charge.

4. Association membership. The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association.

D. Liability for common expenses. Each unit owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements which is appurtenant to his unit.

ARTICLE V MAINTENANCE

Maintenance, alteration and improvement. The responsibility for the maintenance of the condominium property, and restrictions upon the alteration and improvement thereof shall be as follows:

A. Units.

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

- a. All portions of a unit, except interior surface, contributing to the support of the condominium building, which portions shall include but not be limited to the outside walls of the condominium building and all fixtures on the exterior thereof, boundary walls of units, floor and ceiling slabs, load-bearing columns and load-bearing walls.
 - b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which contained.
 - c. All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.
 - d. As part of the maintenance of the unit, the Association may, at its sole discretion, be responsible for pest control in each unit.
 - e. **Statutory Right of Access:** The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary, for the maintenance, repair or replacement of any Common Element or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units, to the fullest extent allowed by the Condominium Act. In addition, in the event of an emergency, the Association may enter a Unit at any time for the purpose of making necessary emergency repairs.
2. **By the unit owner.** The responsibility of the unit owner shall be as follows:
- a. To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other unit owners.
 - b. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building.
 - c. To promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.
 - d. **Failure to Repair or Maintain:** In the event the owner of a unit fails to maintain the portions of the property that the unit owner is required to maintain, repair, or replace in accordance with the Governing Documents, or if an owner or its tenants or guests makes any alterations or additions without the required written consent, or otherwise damages the common elements, the Association or any other unit owner shall have the right to proceed in a court of law or equity to seek compliance with the foregoing

provisions, or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. The Association shall have the right for its employees or agent to enter the unit and do the necessary work to enforce compliance with the above provision. Such assessment shall be collectable by means of a Condominium Claim of Lien as provided for in this Declaration and the Condominium Act. The Association shall have the right to collect reasonable attorneys' fees and costs if it is the prevailing party in a court of law or equity including costs and fees incurred in Appellate proceedings.

3. Alteration and improvement. No owner shall make any alterations in the portions of a unit or condominium building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the condominium building, or impair any easement, without first obtaining approval in writing of owners of all units in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect or contractor licensed to practice in the State of Florida shall be filed with the Association prior to the start of the work. All such work shall be performed by a contractor licensed and insured in the State of Florida and in accordance with all applicable building codes and permitting requirements.

B. Common Elements.

1. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

2. Alteration and improvement. After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than two-thirds (2/3) of the voting interests of the Association either in person, by proxy or in any other manner consistent with the Condominium Act, except as provided by the Bylaws, but any such alteration or improvement shall not interfere with the rights of any unit owners without their consent; provided, however, that the cost of such work shall not be assessed against a bank, life insurance company or savings and loan association which acquires its title as the result of owning a mortgage upon the unit owned unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any costs not so assessed shall be assessed to the other unit owners in the shares which their shares in the common elements bear to each other. There shall be no change in the shares and rights of a unit owner in the common elements which are altered or further improved, whether or not the unit owner contributes to the cost thereof.

ARTICLE VI ASSESSMENTS

Assessments. The making and collection of assessments against unit owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

A. Share of common expenses. Each unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as his undivided share in the common elements which is appurtenant to the unit owned by him. Notwithstanding the foregoing, each owner shall be responsible for their proportional share of windows and doors which assessed amount shall be determined by the total linear foot of the windows and doors in the Unit.

B. Interest, application of payments. Assessments and installments thereon paid on or before 10 days after the date when due shall not bear interest, but all sums not paid on or before 10 days after the date when due shall bear interest at the maximum rate allowed by law from the date when due until paid. All payments upon account shall be first applied to attorney's fees and then to interest and then to the assessment payment first due.

C. Lien for assessments. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

D. Rental pending foreclosure. In any foreclosure of a lien for assessments the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

E. Suspension of Use. If an owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, unless a different time frame is provided by the Condominium Act, the Association may suspend the right of an owner or the owner's occupant, tenant, licensee, or invitee to use common elements, common facilities, or any other Association property until the monetary obligation is paid. The suspension does not apply to common elements needed to access the unit, utility services provided to the unit, parking spaces or elevators. Suspensions of use rights must be approved by the Association and the Association must provide written notice of such suspension to the unit owner, as required by the Condominium Act.

F. Voting Rights. If an owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, unless a different time frame is provided by the Condominium Act, the Association may suspend the unit owner's right to vote. Suspensions of voting rights must be approved by the Association and the Association must provide written notice of such suspension to the unit owner, as required by the Condominium Act.

ARTICLE VII ASSOCIATION

Association. The operation of the condominium shall be by a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

A. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit B.

B. The Bylaws of the Association shall be the bylaws of the Condominium, a copy of which is attached as Exhibit C.

C. Limitation upon liability of Association. Notwithstanding of the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and any repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons. Any damage to common element property or another unit caused by the intentional conduct, negligence, or failure to comply with the Association's Declaration, Bylaws, or Rules and Regulations, by the owner, the members of his or her family, unit occupants, tenants, guests, or invitees, is the responsibility of the unit owner causing the damage, in accordance with the Condominium Act.

D. Restraint upon assignment of shares in assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

E. Approval or disapproval of matters. Whenever the 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 if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

ARTICLE VIII INSURANCE

Insurance. The insurance other than title insurance which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

A. Authority to purchase; named insured. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the unit owners, without naming them, and as agent for their mortgages. Provision shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgages of unit owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

B. Coverage.

1. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined as required by the Condominium Act by the Board of Directors of the Association. Such coverage shall afford protection against:

- a. **Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and**
- b. **Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to vandalism and malicious mischief.**

2. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

3. Workmen's compensation policy to meet the requirements of law.

4. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable or required by the Condominium Act, including but not limited to, directors and officers liability coverage.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

D. Insurance trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit Owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering casualty losses of Ten Thousand Dollars (\$10,000.00) or less shall be paid to the Association. Any sum in excess of Ten Thousand Dollars shall be paid to an Insurance Trustee which will be a Bank in Florida with trust powers as may be designated as Insurance Trustee by the Board of Directors of the Association. The Board of Directors of the Association shall not have to designate such Trustee until a loss in excess of Ten Thousand Dollars has been suffered. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same trust for the purpose elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, by which shares need not be set forth on the records of the Insurance Trustee:

1. **Common elements.** Proceeds on account of damage to common elements – an undivided share for each unit such owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

2. **Units.** Proceeds on account of damage to units shall be held in the following undivided shares:

- a. When the building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.
- b. When the building is not to be restored - An undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

3. **Mortgagees.** In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the unit owner and mortgagee pursuant to the provisions of this declaration; provided however, in the event that the insurance proceeds are insufficient to pay the trustee's fees and expenses and to make needed repairs and any owner is unable to pay any assessment to make up such insufficiency, then such owner's mortgagee shall have the option to make up said insufficiency or to require the Association, the insurance trustee and the insurer to pay such mortgagee as its interest may appear from the insurance proceeds.

E. **Distribution of proceeds.** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. **Expense of the trust.** All expenses of the Insurance Trustee shall be first paid or provision made therefor.

2. **Reconstruction or repair.** If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

3. **Failure to reconstruct or repair.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

4. **Certificate.** In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the unit owners and their respective shares of the distribution.

F. **Association as agent.** The Association is hereby irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

ARTICLE IX RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. **Determination to reconstruct or repair.** If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. **Common element.** If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

2. **Condominium building.**

a. **Lesser damage.** If the damaged improvement is the unit building, and if units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

b. **Major damage.** If the damaged improvement is the unit building, and if units to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

3. **Certificate.** The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. **Plans and specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; of if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the unit building, by the

owners of not less than 75% of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

C. Responsibility. If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

E. Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all unit owners in proportion to their shares in the common elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the cost of reconstruction and repair are insufficient, assessments shall be made against the unit owners who own the damaged units, and against all unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

F. Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

1. Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessment against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

a. Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a

beneficiary of an insurance policy the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

- b. **Association - major damage.** If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
- c. **Unit owner.** The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement to such unit, then to the unit owner and mortgagee jointly, who may use such proceeds as they may be advised.
- d. **Surplus.** It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.
- e. **Certificate.** Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so required, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

**ARTICLE X
USE RESTRICTIONS**

Use Restrictions. The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists and the unit building in useful condition exists upon the land.

A. Units. Each of the units shall be occupied only by a family, and guests, as a residence and for no other purpose. No unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be affected thereby. No part of the Condominium Property shall be used or caused to be used or allowed for any business, commercial, manufacturing, storing, or vending or other non-residential purpose unless otherwise provided herein. This restriction shall not be construed to prohibit any Owner from leasing the unit and receiving income from the unit in accordance with this Declaration or the Condominium Act, or from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls or written electronic correspondence in and from his Unit provided such activities comply with applicable local ordinances and do not unreasonably disrupt the residential nature of the building, or make it obvious that a business is being conducted. Such uses are expressly declared customarily incident to use.

B. Common elements. The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the units.

C. Nuisances.

1. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

2. All parts of the Condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

3. No unit owner shall permit any use of his unit or make any use of the common elements which will increase the rate of insurance upon the condominium property.

4. **Pets.** No owner, tenant, occupant or guest of a unit may keep any pet or animal in any unit or on any portion of the Condominium property; unless the Association approves a Reasonable Accommodation for a Service or Emotional Support Animal based upon a verified disability-related need.

5. **Service and Emotional Support Animals.** Individuals with a disability must submit a written request to the Board of Directors for a reasonable accommodation to keep a service animal or emotional support animal on condominium property. The Board of Directors will evaluate the written request in order to verify that the applicant qualifies as disabled, under

Federal or State law, and requires the accommodation in order to have an equal opportunity to enjoy his/her residence. Once all required documentation is received as requested, the Board of Directors will review the request for a reasonable accommodation and notify the applicant in writing of the Board's decision within fifteen (15) days of the date the completed documentation is received.

6. No Smoking. To protect the health of residents, smoking is strictly prohibited inside the Condominium's common areas (i.e., elevators, hallways, lobbies, laundry room, stairwells, pool area, etc.) and outdoor common areas. Smoking is further prohibited on balconies or lanais as the smoke may affect neighboring units.

D. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all 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 property concerned.

E. Rentals.

1. After approval by the Association elsewhere required, entire units may be rented provided the occupancy is only by the lessee and his family, and guests. No rooms may be rented, no parking spaces may be rented except as a part of a unit or to another unit owner, and no transient tenants may be accommodated.

2. No unit may be rented for a period of less than three (3) months or more than two (2) times in a one (1) year period.

3. No more than ten (10) units may be rented at any one time between December 1st and April 30th.

4. Lessee allowed only one parking space and no lessee guest cars are allowed, except as approved by the Board of Directors in its discretion.

5. All leases executed by owners are deemed to include a provision requiring all tenants and guests and invitees thereof to comply with the governing documents of the Association. In the event a tenant or their guests and invitees fail to so comply the owner and tenant shall be provided such notice as required by law. In the event the noncompliance continues after notice, the association may take action to evict the tenant. In any successful eviction action, the association is entitled to recover its attorneys' fees jointly and severally from the tenant or owner.

6. In the event an owner becomes delinquent in the payment of any assessment or fee due to the association, the association may collect rent directly from any then present tenant as allowed by the Condominium Act.

F. Rules and Regulations. Reasonable rules and regulations concerning the use of the units and condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations, and amendments thereto shall be furnished by the Association to all Unit owners and residents of the condominium upon request.

G. Occupancy of a unit in the absence of the unit owner, by family or guests, will be limited to six (6) persons.

1. No more than four (4) owners may be named on title or rental agreement, except as approved by the Board of Directors.

ARTICLE XI MAINTENANCE OF COMMUNITY INTERESTS

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 transfer of units by any owner shall be subject to the following provisions so long as the condominium exists and the unit building in useful condition exists upon the land, which provisions each unit owner covenants to observe.

A. Transfers subject to approval.

1. **Sale.** No unit owner may dispose of a unit or any interest therein by sale without approval of the Association except to a unit owner.

2. **Lease.** No unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to a unit owner.

3. **Gift.** If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

4. **Devise or inheritance.** If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

5. **Other transfers.** If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association, except where such ownership occurs through foreclosure proceedings in favor of the mortgage lender where that lender becomes the owner of the unit.

B. Approval by Association. The approval of the Association which is required for the transfer of ownership of units shall be obtained in the following manner:

1. Notice to Association.

- a. Sale.** A unit owner intending to make a bona fide sale of his 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 concerning the intended purchaser as the Association may reasonably require. Such notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser of the unit 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.
- b. Lease.** A unit owner intending to make a bona fide lease of his unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, and such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.
- c. Gift; devise or inheritance; other transfers.** A unit owner who obtained his title by gift, devise or inheritance, or by another manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a copy of the instrument evidencing the owner's title.
- d. Failure to give notice.** If the notice to the Association herein required 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 as if it had received the required notice on the date of such disapproval.

2. Certificate of approval.

- a. Sale.** If the proposed transaction is a sale, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association. If no action is taken within 30 days the proposed transaction is deemed approved.
- b. Lease.** If the proposed transaction is a lease, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the

Association which shall be delivered to the lessee. If no action is taken within 30 days the proposed transaction is deemed approved.

- c. **Gift, devise or inheritance; other transfers.** If the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association unit. If no action is taken within 30 days the proposed transaction is deemed approved.

3. 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 or other legal entity, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the unit be also approved by the Association.

C. Disapproval by Association. If the Association shall disapprove a transfer or ownership of a unit, the matter shall be disposed in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within 30 days after receipt of such notice and information the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner may sell the unit upon the following terms:

- a. At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
- b. The purchase price shall be paid in cash.
- c. The sale shall be closed within 30 days after the delivery disapproving of said agreement to purchaser, or within 10 days after the determination of the sale price if such is by arbitration, whichever is the later.
- d. A certificate of the Association executed by its president and secretary and approving the purchaser.

- e. If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

2. **Lease.** If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing, and the leases shall not be made.

3. **Gifts; devise or inheritance; other transfers.** If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt from the unit owner of the notice and information required to be furnished the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase the unit concerned by the purchaser approved by the Association who will purchase and to whom the unit owner may sell the unit on the following terms.

- a. The sale price shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by; arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may; be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
- b. The purchase price shall be paid in cash.
- c. The sale shall be closed within 10 days following the determination of the sale price.
- d. A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Sarasota County, Florida, at the expense of the purchaser.
- e. If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such 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 Sarasota County, Florida, at the expense of the unit owner.

D. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchaser by a bank, life insurance company or savings and loan association which requires its title as the result of owing a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit 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.

E. Unauthorized transaction. Any sale, mortgage or lease which is not authorized pursuant to the terms of this declaration shall be void unless subsequently approved by the Association.

F. Approval of Corporate or Other Entity Owner or Purchaser: Inasmuch as the Units may be used only for residential purposes, and a corporation or other type of legal entity (such as a partnership, limited liability company, or other legal entity) cannot occupy such a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation such an entity, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the Unit be also approved by the Association.

ARTICLE XII COMPLIANCE AND DEFAULT

Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of a unit owner to comply therewith shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance carried by the Association. A unit owner may be required to pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements, as allowed by the Condominium Act.

B. Costs and Attorneys' Fees. The Association has the right to collect all attorney's fees and costs arising because of an alleged failure of a Unit owner to comply with the terms of the Condominium Act, Declaration, Articles of Incorporation of the Association, the Bylaws or the Rules and Regulations adopted pursuant thereto, and said governing documents and regulations as they may be amended from time to time, including costs and fees for services not involving litigation (legal correspondence, mediation, and court fees and costs against Owner who is in violation of said restrictions). This includes any letters, correspondence, notices

advising the Owner of a violation of the provisions of the governing documents, whether or not a lawsuit is filed against the Owner for collection or an action for an injunction for enforcement of the governing documents and Chapter 718, Florida Statutes. In any proceeding, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the Court, including fees for trial and appellate proceedings.

C. No waiver of rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XIII AMENDMENTS

Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium shall be amended in the following manner:

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

B. A resolution for the adoption of a proposed amendment may; be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. Not less than 75% of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes of the entire membership of the Association either in person, by proxy, or any other manner allowed under the Condominium Act; or
2. Not less than two-thirds (2/3) of the votes of the entire membership of the Association either in person, by proxy or any other manner allowed under the Condominium Act.

C. Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Reconstruction or repair after casualty" unless the owner and record owners of all mortgages upon the condominium shall join in the execution of the amendment.

D. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective

when such certificate and copy of the amendment are recorded in the public records of Sarasota County, Florida.

ARTICLE XIV TERMINATION

Termination. The condominium may; be terminated in the following manner in addition to the manner provided by the Condominium Act:

A. Destruction. In the event it is determined in the manner elsewhere provided that the condominium building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

B. Agreement. The condominium may be terminated at any time by the approval in writing of all the owners of units therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of all mortgages upon the units, are obtained in writing not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all the units of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

1. **Exercise of option.** The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased of an agreement to purchase signed by the record owners of unit who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall agree to purchase all the units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.
2. **Price.** The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
3. **Payment.** The purchase price shall be paid in cash.

4. **Closing.** The sale shall be closed within ten (10) days following the determination of the sale price.

C. **Certificate.** The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Sarasota County, Florida.

D. **Shares of owners after termination.** After termination of the condominium the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

E. **Amendment.** This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

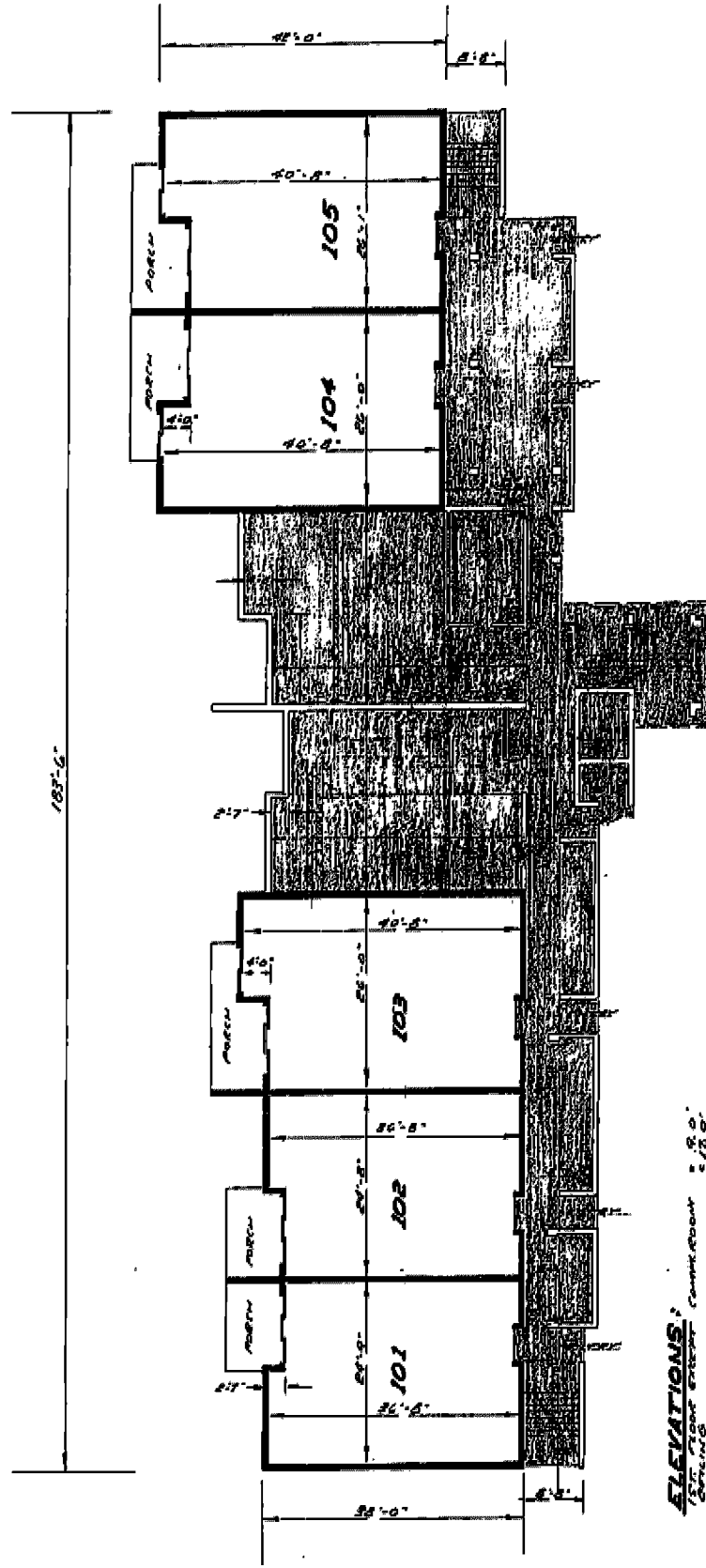
**ARTICLE XV
SEVERABILITY**

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

ARTICLE XVI

[DELETED]

the Orleans CONDOMINIUM APARTMENTS, A CONDOMINIUM

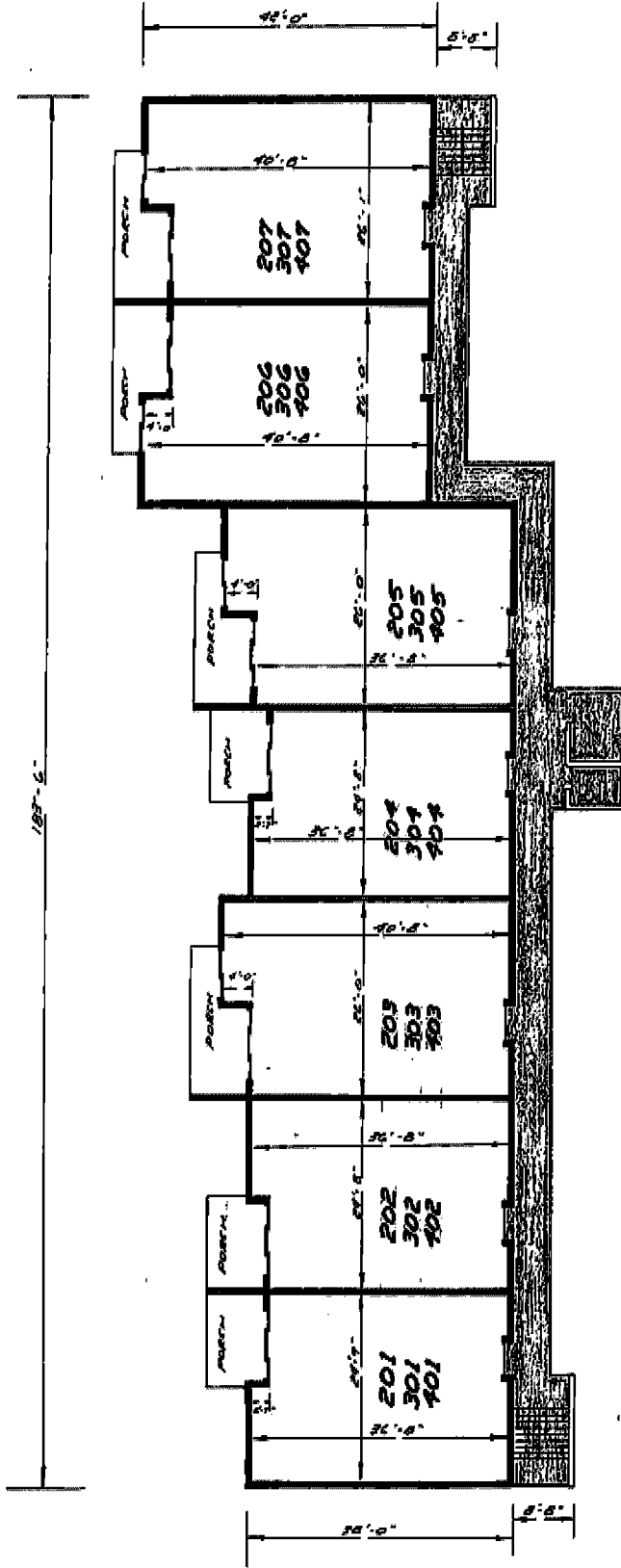


1ST FLOOR

ELEVATIONS:
 1ST FLOOR EXTERIOR COMM. ROOM 12'-0"
 1ST FLOOR EXTERIOR COMM. ROOM 12'-0"
 COMMUNITY ROOM FLOOR 12'-0"

NOTES:
 THESE ARE CONCEPTUAL DRAWINGS AND
 SHOULD BE USED AS A GUIDE ONLY.
 ALL DIMENSIONS ARE TO FACE UNLESS
 OTHERWISE NOTED.

the Orleans CONDOMINIUM APARTMENTS A CONDOMINIUM



2ND, 3RD & 4TH FLOORS

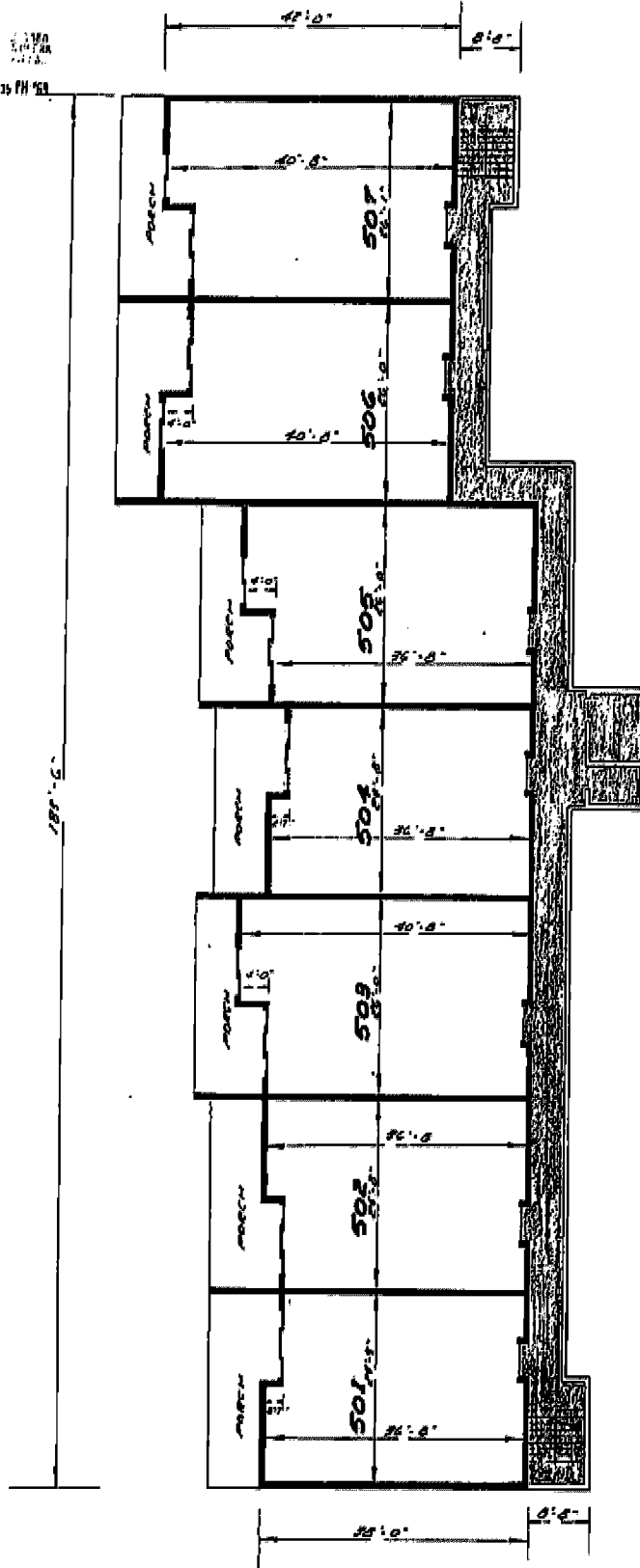
ELEVATIONS:	
2ND FLOOR	18.57'
3RD FLOOR	18.57'
4TH FLOOR	18.57'
TOTAL HEIGHT	55.71'
FINISH FLOOR	55.71'
FINISH CEILING	55.71'
FINISH FLOOR	55.71'
FINISH CEILING	55.71'

NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.
 3. ALL DOORS ARE 36" WIDE UNLESS OTHERWISE NOTED.
 4. ALL WINDOWS ARE 48" WIDE UNLESS OTHERWISE NOTED.
 5. ALL FLOORS ARE 4" THICK UNLESS OTHERWISE NOTED.
 6. ALL CEILINGS ARE 8" THICK UNLESS OTHERWISE NOTED.
 7. ALL ROOFS ARE 6" THICK UNLESS OTHERWISE NOTED.
 8. ALL STAIRS ARE 48" WIDE UNLESS OTHERWISE NOTED.
 9. ALL ELEVATIONS ARE TO FINISH UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

the Orleans

CONDOMINIUM APARTMENTS, CONDOMINIUM

358096
NO. 1000
DATE: Dec 29 1 35 PM '93



ELEVATIONS:
FLOOR: 115.7'
CEILING: 55.7'

5TH FLOOR

NOTES:
SHOULD BE IN ACCORDANCE WITH
LOCAL CODES AND REGULATIONS.
REVISIONS TO THIS PLAN SHALL BE
MADE BY THE ARCHITECT.
SEE SHEET 504 FOR FURTHER
DETAILS.

504&511-110

EXHIBIT A-4

State of Florida

SEC. 821 PG 283
Secretary of State



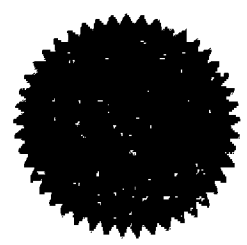
I, Tom Adams, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

THE ORLEANS APARTMENTS CONDOMINIUM, INC.,
(A Condominium Association)

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 3rd day of May,
A.D., 19 68, as shown by the records of this office.

Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 3rd day of May,
A.D. 19 68.



Tom Adams

Secretary of State

801A-94

EXHIBIT
SUBBIB
B

821 vs 284

ARTICLES OF INCORPORATION
OF
THE ORLEANS APARTMENTS CONDOMINIUM, INC.
A Condominium

(A CORPORATION NOT FOR PROFIT)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not for Profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned, and to that end we do, by these Articles of Incorporation, set forth:

I

The name of the proposed corporation shall be:
THE ORLEANS APARTMENTS CONDOMINIUM, INC., a condominium

II

The purposes and objects of the corporation shall be to administer the operation and management of a Condominium apartment project to be established in accordance with the Condominium Act of the State of Florida upon property situated in Sarasota County, Florida, and to undertake the performance of the acts and duties incident to the administration of the operation and management of said Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of the County in which the property lies, at the time said property, and the improvements now or hereafter situate thereon, are submitted to a plan of Condominium ownership; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said Condominium. The Corporation shall be conducted as a non-profit corporation for the benefit of its members.

H. 821 vs 285

III

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to Corporation Not for Profit under the law pursuant to which this Corporation is chartered.
2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:
 - (a) To make and establish reasonable rules and regulations governing the use of Private Dwellings, Common Property and Limited Common Property as said terms may be defined in said Declaration of Condominium to be recorded.
 - (b) To levy and collect assessments against members of the Corporation to defray the common expenses of the Condominium as may be provided in said Declaration of Condominium and in the By-Laws of this Corporation which may be hereafter adopted.

To levy and collect assessments for the purpose of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including Private Dwellings in the Condominium which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in said Declaration of Condominium.
 - (c) To lease or purchase the property submitted to, or to be submitted to, Condominium ownership and to construct or contract for the construction of a building or buildings thereon, and in connection therewith to arrange and contract for construction and permanent mortgage financing, executing and delivering such notes, bonds, mortgages and other papers, documents and contracts as may be required.

821 PL 286

(d) To maintain, repair, replace, operate and manage the condominium and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the Condominium property.

(e) To contract the the management of the Condominium and to delegate to the party contracted with, all of the powers and duties of the Association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or Membership of the Corporation.

(f) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the by-laws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of said Condominium as same may be hereafter established.

(g) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration of Condominium aforementioned.

IV

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1. Until such time as the property owned by this Corporation (such ownership being by fee or leasehold) and the improvements which may be hereafter constructed thereon, are admitted to a plan of Condominium ownership by the recordation of said Declaration of Condominium, the Membership of the Corporation shall be comprised of the subscribers to these Articles, or their assigns, each of which subscribers, or his assigns, shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.

821 287

2. After the property of this Corporation has been submitted to Condominium ownership by the filing of a Declaration of Condominium, the owners of all Private Dwellings in the Condominium shall be members of the Corporation, and no other persons or entities shall be entitled to membership.

3. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Private Dwelling. The funds and assets of the Corporation shall be held or used for the benefit of the Membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4. On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each Private Dwelling in the Condominium, which vote may be exercised or cast by the owner or owners of each Private Dwelling in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any member own more than one Private Dwelling, such members shall be entitled to exercise or cast as many votes as he owns Private Dwellings, in the manner provided by said By-Laws.

V

The Corporation shall have perpetual existence.

VI

The principal office of the Corporation shall be located at 2870 E. Oakland Park Blvd., Fort Lauderdale, Florida, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

VII

The affairs of the Corporation shall be managed by the

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President of the Corporation assisted by the Vice-Presidents, Secretary and Treasurer and, if any, the Assistant Secretaries, and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Condominium, and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or Officer of the Corporation, as the case may be.

VIII

The number of members of the first Board of Directors of the Corporation shall be not less than three (3) nor more than nine (9). The number of members of succeeding Boards of Directors and the manner and method of their election shall be as provided from time to time by the By-Laws of the Corporation.

IX

The Board of Directors shall elect a President, Secretary and Treasurer, and as many Vice-Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice-President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

X

The names and Post Office addresses of the first Board of Directors who, subject to the provisions of these Articles of Incorporation, the By-Laws, and the laws of the State of

Florida, shall hold office for the first year of the Corporation existence, or until their successors are elected and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
LOUIS W. ADAMS	2670 E. Oakland Park Blvd. Fort Lauderdale, Florida
LOUIS W. ADAMS, JR.	2670 E. Oakland Park Blvd. Fort Lauderdale, Florida
HARVEY M. O'LOUGHLIN	2670 E. Oakland Park Blvd. Fort Lauderdale, Florida

XI

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

<u>NAME</u>	<u>ADDRESS</u>
LOUIS W. ADAMS	2670 E. Oakland Park Blvd. Fort Lauderdale, Florida
LOUIS W. ADAMS, JR.	2670 E. Oakland Park Blvd. Fort Lauderdale, Florida
HARVEY M. O'LOUGHLIN	2670 E. Oakland Park Blvd. Fort Lauderdale, Florida

XII

The Officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be as follows:

LOUIS W. ADAMS	President
HARVEY M. O'LOUGHLIN	Vice-President
LOUIS W. ADAMS, JR.	Secretary-Treasurer

XIII

The original By-Laws of the Corporation shall be adopted by a majority vote of the members of the Corporation present at a meeting of members at which a majority of the membership is present, and thereafter, such By-Laws may be altered or rescinded only in such manner as said By-Laws may provide.

XIV

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or

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imposed upon him in connection with 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 Corporation, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. 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.

XV

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the Directors, or by a majority vote of the members of the Corporation, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other officer of the Corporation in the absence of the President, who shall thereupon call a Special Meeting of the members of the Corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or

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printed notice of such Meeting stating the time and place of the Meeting, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Corporation, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such Meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of the members owning not less than two-thirds (2/3rds) of the Private Dwellings in / the Condominium in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the Office of the Secretary of State of the State of Florida, and upon the registration of such Amendment or Amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of the county in which the Corporation's property may be situated within thirty (30) days from the date on which the same are so registered. At any meeting held to consider such Amendment or Amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy,

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provided such written vote is delivered to the Secretary of the Corporation at or prior to such meeting.

IN WITNESS WHEREOF, The Subscribers have hereunto set their hands and seals this 30 day of ^{April} ~~May~~, 1968, at Fort Lauderdale, Florida.

 (SEAL)
LOUIS W. ADAMS

 (SEAL)
LOUIS W. ADAMS, JR.

 (SEAL)
HARVEY M. O'LOUGHLIN

STATE OF FLORIDA:

COUNTY OF BROWARD:

BEFORE ME, the undersigned authority, personally appeared LOUIS W. ADAMS, LOUIS W. ADAMS, JR., and HARVEY M. O'LOUGHLIN, who, being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this 30 day of ^{April} ~~May~~, 1968.

 (SEAL)
Notary Public

My Commission expires:

Notary Public, State of Florida at Large
My commission expires Feb. 10, 1970

*[Substantial rewording of Bylaws. See existing
Bylaws and amendments thereto for present text]*

**AMENDED AND RESTATED BYLAWS OF
THE ORLEANS APARTMENT CONDOMINIUM, INC.**

I. GENERAL

These are the Amended and Restated Bylaws of THE ORLEANS APARTMENT CONDOMINIUM, INC., a Florida not-for-profit corporation (the "Association"), formed and organized for the purpose of administering that certain condominium in Sarasota County, Florida, known as The Orleans, a condominium (the "Condominium") pursuant to Chapter 718, Florida Statutes, as amended from time to time (the "Condominium Act").

A. Principal Office. The principal office of the Association shall be at the Condominium with a street address of 950 Tarpon Center Drive, Venice, Florida 34285.

B. Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

C. Seal. The Seal of the Association shall bear the name of the Association, the words "Florida" and "corporation not for profit" and the year of incorporation.

D. Definitions. The terms used herein shall have the same definitions as set out in the Declaration of Condominium for the Condominium, as well as those in the Condominium Act, all as may be amended from time to time, unless otherwise expressly provided in these Bylaws or unless the context otherwise requires.

II. MEMBERS' MEETINGS

A. Annual Members Meeting. The annual members meeting shall be held at the Condominium recreation room, at two o'clock P.M., Eastern Standard Time, on the third Friday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same time on the next day which is not a holiday. Notwithstanding the foregoing, the annual members meeting may be held at such time and place as may be determined from time to time by a majority of the Directors.

B. Special Members' Meetings. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must, be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

C. Notice of Members' Meetings. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member and may be mailed to the address last furnished to the Association by the unit owner or emailed,

and shall be posted in a conspicuous place on the Condominium Property, not less than fourteen (14) day nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived before or after meetings.

D. Quorum. A quorum at members' meetings shall consist of persons entitled to cast one-third (1/3) of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

E. Voting.

1. In any meeting of members, the owners of units shall be entitled to cast one (1) vote per each unit for a total of thirty-three (33) votes.

2. If a unit is owned by one person his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies. Votes may be cast in person or by proxy or in a manner provided by the Condominium Act. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than 90 days, and must be filed with the Association before or at the voter registration immediately preceding the meeting, or adjournment thereof. Except as specifically otherwise provided by law, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or Bylaws; and for any other matter which the Condominium Act requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

G. Adjourned Meetings. If any meeting of members cannot be organized because a

quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, to a date, time and location certain not greater than ninety (90) days after the original meeting, until a quorum is present.

H. Order. The order of business at annual members meetings, and as far as practical at other members meetings, shall be:

1. Election of chairman of the meeting;
2. Calling of the roll and certifying of proxies;
3. Proof of notice of meeting or waiver of notice;
4. Reading and disposal of any unapproved minutes;
5. Reports of officers;
6. Reports of committees;
7. Election of inspectors of election;
8. Election of directors;
9. Unfinished business;
10. New business; and
11. Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

III. BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a board of directors ("Board of Directors" or "Board") of not less than three nor more than nine directors, the exact number to be determined at the time of election. All directors shall be unit owners. All officers of a corporation, trustees and/or beneficiaries of a trust, partners of a partnership, or similar agent or designee of other such owners shall be deemed to be unit owners so as to be eligible for Board membership.

B. Election of Directors. The election of the Board of Directors shall be conducted in the following manner.

1. Election of Directors shall be held at the annual members' meeting.
2. Nominations may be made from the floor.
3. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast by each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Voting shall be conducted in the manner provided by these Bylaws and the Condominium Act.
4. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.
5. Any director may be removed by concurrence of two-thirds (2/3) of the

votes of the entire membership at a special meeting of the members called for that purpose. Such voting shall be either in person or by proxy or in a manner provided by the Condominium Act. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

C. Term. All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. To maintain a staggered Directorate, the Board may hold seats in future elections open for one- or two-year terms, when necessary or appropriate. In such cases, those receiving the higher number of votes shall be elected to the longer terms and when no election is held, the decision shall be made by agreement of the affected parties, or by lot. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act, or resigns. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated. No Board member may serve consecutive terms longer than allowed by the Condominium Act, as amended from time to time.

D. Organizational Meeting. The organizational meeting of newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

E. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, email or telephone at least two (2) days prior to the day named for such meeting.

F. Special Meetings. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given to each director personally or by mail, telephone or email, which notice shall state the time, place and purpose of the meeting.

G. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed, equivalent to the giving of notice.

H. Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of directors is required by the declaration of Condominium, the Articles of Incorporation of these Bylaws.

I. Adjourned Meetings. If at any meeting of the Board of Directors there 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.

J. Joinder in meeting by approval of minutes. The joinder of a director in the action

of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

K. Presiding Officer. The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

L. Order. The order of business at board of directors' meeting shall be:

1. Calling of roll;
2. Proof of due notice of meeting or waiver of notice;
3. Reading and disposal of any unapproved minutes;
4. Reports of officers and committees;
5. Election of officers;
6. Unfinished business;
7. New business; and
8. Adjournment.

Such order may be waived in whole or in part by direction of the President.

M. Meetings of the Board of Directors may be held by telecommunication or electronic methods consistent with the Condominium Act.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Chapter 617, Florida Statutes, Articles of Incorporation and these Bylaws, all as may be amended from time to time, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, and shall include but not be limited to the following:

A. To Assess. To make and collect assessments against members to defray the costs of the condominium;

B. Use of Assessments. To use the proceeds of assessments in the exercise of its powers and duties;

C. Maintenance, Repair and Replacement. The maintenance, repair, replacement and operation of the condominium property;

D. Reconstruction. The reconstruction of improvements after casualty and the further improvement of the property;

E. To Make and Amend Regulations. To make and amend reasonable regulations respecting the use of the property in the condominium;

F. To Approve or Disapprove Proposed Purchases. To approve or disapprove

proposed purchasers, lessees and mortgagees of units in the manner provided by the Condominium Documents;

G. To Enforce. To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the Bylaws of the Association and the regulations for the use of the property in the condominium;

H. To Contract. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have the approval of the Board of Directors or the membership of the Association;

I. To Pay Taxes and Assessments. To pay taxes and assessments which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the unit subject to such liens;

J. To Insure. To carry insurance for the protection of unit owners and the Association against casualty and liabilities;

K. To Pay Utilities. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners or individual units; and

L. To Employ Personnel. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

V. OFFICERS

A. Executive. The executive officers of the corporation shall be a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

C. Vice President. The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

D. Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and

directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

E. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. Compensation and Reimbursement. Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.

G. Indemnification. The Association shall indemnify any officer, director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, administrative, or investigative, by reason of the fact that he is or was a director, officer, or committee member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and that he had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors, and committee members as permitted by Florida law.

VI. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

A. Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

1. Current Expense. Shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments.

The balance in this fund at the end of each year shall be carried over into the next calendar year.

2. **Reserves for Deferred Maintenance.** Shall include funds for maintenance items which occur less frequently than annually.

3. **Reserves for Replacement.** Shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

4. **Betterments.** Shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements.

B. Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

1. **Current Expense.** The amount for which shall generally not exceed 115% of the budget for this account for the prior year.

2. **Reserve for Deferred Maintenance.** The amount for which shall not exceed 115% of the budget for this account for the prior year, unless a greater increase is required by the Condominium Act.

3. **Reserve for Replacement.** The amount for which shall not exceed 115% of the budget for this account for the prior year.

4. **Betterments.** Shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements, the amount for which shall not exceed \$10,000.00; provided however that in the expenditure of this fund no sum in excess of \$2,000.00 shall be expended for a single item or purpose without approval of the members of the Association.

5. **Proviso.** Provided, however, if the Board adopts in any fiscal year an annual budget which requires assessments against unit owners which exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year, the Board shall conduct a special membership meeting of the unit owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special membership meeting from at least ten percent (10%) of the members of the Association. The special membership meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall deliver to each unit owner (by mail to each unit owner at the address last furnished to the Association or by email), a notice of the special meeting. Unit owners may consider and adopt a substitute budget at the special membership meeting. A substitute budget is adopted if approved by a majority of the members of the Association. If there is not a quorum at the special membership meeting or a substitute budget is not adopted by the required vote, the annual budget previously adopted by the Board of Directors shall take effect as scheduled. Any determination of whether

the assessments exceed one hundred fifteen percent (115%) of assessments for the prior fiscal year shall exclude water, sewer, gas, electric and fees to state agencies and charges required by changes in law, any authorized provision for reasonable reserves for maintenance, repair or replacement of the condominium property and Association property, anticipated expenses of the Association which the Board does not reasonably expect to be incurred on a regular or annual basis, or assessments for betterments to the condominium property or Association property.

6. **Copies.** Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

C. Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in two equal installments on the first days of January and July of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and semi-annual installments thereon shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations thereon for that year. Any account which does not exceed such limitation shall be subject to the approval of the Membership of the Association heretofore required. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1; and if made prior to July 1, one-half of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the Board of Directors of the Association.

D. Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the unit owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

E. Assessments for Emergencies. Assessments for common expenses of emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need therefor to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors of the Association may require in the notice of assessment.

F. Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall

be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors.

G. Audit. As determined by the Board, an audit of the accounts of the Association shall be made by a certified public accountant as the Board determines, and a copy of the audit report, if any, shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

H. Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum as set forth in the Condominium Act, as amended from time to time, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of bonding. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

I. Collection – Suit. The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments or charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent units and may withhold approval for the sale, lease, or other transfer of a unit, or any interest therein, until all past due assessments, interest, late fees, costs, and attorney's fees have been paid in full. The Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien as provided by law.

VII. PARLIAMENTARY RULES

Robert's Rule of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

VIII. AMENDMENTS

These Bylaws may be amended in the following manner:

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

B. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

C. Proposal of Amendments. An amendment may be proposed by either a majority of the Directors or by twenty-five percent (25%) of the voting interests of the entire membership.

D. Adoption of Amendments. A proposed amendment may be adopted by a vote of not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes of the entire membership of the Association. Such votes may be cast in person or by proxy or in a manner provided by the Condominium Act. Amendments correcting errors, omissions or scrivener's errors may be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

E. Effective Date. An amendment when adopted shall become effective after being recorded in the Sarasota County Public Records according to law.

F. Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent. No amendment shall be made which is in conflict with the Articles of Incorporation or the Declaration of Condominium.

G. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the Amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Sarasota County, Florida.

IX. MISCELLANEOUS.

The following miscellaneous provisions shall apply to these Bylaws and the condominium documents.

A. Conflicts. The term "Condominium Documents," as used in these Bylaws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Surveyor's Plat, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

1. Declaration of Condominium;
2. Articles of Incorporation;
3. Bylaws; and
4. Rules and Regulations.

B. Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

C. Severability. In the event that any provisions of these Bylaws is deemed invalid, the remaining provisions shall be deemed in full force and effect.