

(18)  
2350

CERTIFICATE OF AMENDMENT  
TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR COLONY PLACE - TRACT "F",  
AND  
TO THE ARTICLES OF INCORPORATION AND BYLAWS  
OF COLONY PLACE ASSOCIATION, INC.

WHEREAS, a residential community known as Colony Place-  
Tract "F", has been developed in Sarasota County and is subject  
to the terms, provisions, covenants, conditions and restrictions  
of that certain Declaration of Covenants, Conditions and  
Restrictions for Colony Place - Tract "F" as recorded in O.R.  
Book 2101, Page 974, et seq., Public Records of Sarasota County,  
Florida, as amended ("Declaration of Covenants"), and

WHEREAS, Colony Place Association, Inc. ("The Corporation")  
is a not-for-profit Florida corporation organized and existing to  
operate and maintain certain properties at Colony Place and to  
enforce the terms, provisions and conditions of said Declaration  
of Covenants, and

WHEREAS, the Articles of Incorporation and Bylaws of the  
corporation were never recorded in the public records, and

WHEREAS, the Board of Directors of the corporation has  
determined that it is in the best interest of the community that  
said Articles of Incorporation and Bylaws be recorded in the  
public records and that amendments also be recorded in the public  
records, as these documents relate to the Declaration of  
Covenants, and also by virtue of their own legal status as  
separate documents relating to the operation of Colony Place  
Association, Inc.

NOW THEREFORE, the undersigned officers of Colony Place  
Association, Inc. do hereby state that the Articles of  
Incorporation and Bylaws attached hereto are a true and correct  
copy of the Articles of Incorporation and Bylaws that have been  
the governing documents for Colony Place Association, Inc. from  
its inception, and that the amendments attached hereto or  
referenced herein were duly adopted by the requisite percentage  
of the membership of the Association at duly convened meetings  
held from time to time.

THE UNDERSIGNED officers further certify that the attached  
amendments to said Declaration of Covenants were approved by not  
less than two-thirds (2/3) of the lot owners present and voting  
at the annual membership meeting held January 14, 1992, and that  
said amendments were properly proposed and adopted in accordance  
with the subdivision documentation, and applicable law.

(Additions indicated by underlining, deletions by ----)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE III

THE ASSOCIATION

3.4 Services. The Association may obtain and pay for the  
services of any person or entity to manage its affairs, or any  
part thereof, to the extent it deems advisable, as well as such  
other personnel as the Association shall determine to be  
necessary or desirable for the proper discharge of its duties as  
described in this Declaration, whether such personnel are  
furnished or employed directly by the Association or by any  
person or entity with whom or which it contracts. The  
Association may obtain and pay for legal and accounting services  
necessary or desirable in connection with its operations or the

1591 Hoxworth  
Becker & Poliakoff

enforcement of this Declaration. The Association shall provide for maintenance of (a) Common Areas; (b) all landscaping within the Property other than that installed by an Owner with Board of Directors approval on the condition that the Owner maintain same; (c) all lawns within the Property, including mowing, edging and fertilizing thereof; (d) the exterior painting of all Dwellings, excluding roofs, lanais and screened porches, ~~to be paid for by special assessment;~~ (e) the exterior cleaning of all roofs, ~~to be paid for by special assessment;~~ and (f) all sprinkler or other irrigation systems and all water used for irrigation within the Property. The Association may arrange with others to furnish other common services to each Lot, and the cost thereof may be included in the assessment for maintenance described in Article IV below. In the event any landscaping or any planting shall die or be destroyed by any cause whatsoever, the Association shall not be responsible for such loss or damage, and shall have no responsibility, but shall have the option, to replace such item or items at its expense. The Association shall arrange with the City of Venice for the acceptance of treated effluent for irrigation purposes as soon as the City of Venice makes such effluent available, and each Owner is obligated to accept such effluent for irrigation of such Owner's lot. At such time as the City of Venice makes such effluent available, the Association shall install a meter to measure the effluent used for irrigation. The Association shall bear the initial cost of such meter and may thereafter levy a special assessment against the Owner to recoup its expenditure as provided in Section 4.5.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

4.3 Reserves. The Association shall establish and maintain, out of regular maintenance assessments, adequate reserve funds for: (a) the periodic maintenance, repair, and replacement of the pool and pool area; (b) exterior painting of all dwellings; and (c) cleaning of all roofs improvements within the Common Area.

(The remainder of Article IV is unchanged.)

#### ARTICLE VI

##### MAINTENANCE AND COMMON AREAS; DAMAGE; INSURANCE

6.2 Painting of Exterior of Dwellings and Roof Cleaning. The Association, subject to the provisions of Section 6.1 hereof, shall be responsible for the painting of the exterior of the Dwellings, excluding roofs, screened porches and lanais, and shall be responsible for the cleaning of roofs. Such painting and roof cleaning shall be performed at such times and by such persons as may be designated by the Board of Directors, ~~and shall be paid for by special assessment as provided in Section 4.5.~~ All persons with whom the Association contracts for roof cleaning services shall provide adequate bonding to protect the Association from liability for and to pay costs for repair of any roof leaks which may result from cleaning of the roofs. All other maintenance of the exterior of the Dwellings not designated herein as the responsibility of the Association shall be the responsibility of the Owner.

(The remainder of Article VI is unchanged.)

ARTICLE VII

GENERAL USE RESTRICTIONS

7.28 Signs. No signs shall be displayed within the Property with the exception of a maximum of one "For Sale," "For Rent" and/or "Open for Inspection" sign upon each Lot, not exceeding 6" x 8" in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground. No portion of such sign may be erected closer than twelve (12) feet to any adjoining property line. No For Sale, For Rent, Open for Inspection signs may be illuminated. Signs may be illuminated by reflection from a light source only (rotating, blinking, flashing, and other lights on the sign are prohibited), and such light source shall not in any way reflect light into any adjoining portion of the Property or street rights-of-way. Notwithstanding anything to the contrary herein, Developer and its assigns, to whom such rights may be assigned on an unlimited and non-exclusive basis, may maintain signs of any type and size and for any purpose within the Property, including without limitation advertising signs which may be erected by builders and lenders during the period of construction on any portion of the Property. None of the preceding prohibitions against signage shall prevent the erection of street signs and traffic signs within the Property by the Developer or the City of Venice.

(The remainder of Article VII is unchanged)

ARTICLES OF INCORPORATION

ARTICLE VII  
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) three-(3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association, but at no time shall be less than three (3). Any Director may succeed himself in office. At the first annual meeting, the members shall elect one Director for a term of one year, one Director for a term of two years, and one Director for a term of three years. At each annual meeting thereafter, the members shall elect one or two Directors, as necessary to preserve the staggered election of directors, for a term of three years (however, one year and two year terms are authorized in order to preserve the proper staggering of the election of directors). The names and addresses of the persons who are to serve as the initial Directors until the selection of their successors are:

NAME	ADDRESS
Barbara J. Miller	100 South Ashley Drive Suite 1470 Tampa, Florida 33602-5352
Shawn R. McIntyre	100 South Ashley Drive Suite 1470 Tampa, Florida 33602-5352
Michael W. Miller	100 South Ashley Drive Suite 1470 Tampa, Florida 33602-5352

BYLAWS

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) ~~three (3)~~ Directors, who need not be Members of the Association.

Section 2. Term of Office. ~~Except as set forth in the Articles, which provide that one Director shall be elected for one (1) year and one Director elected for two (2) years at the first annual meeting,~~ All Directors shall serve for a term of three (3) years unless the term of such Director shall end prior to such term by death, resignation or removal or unless one-year and two-year terms are appropriate in order to preserve the proper staggering of the election of directors.

(The remainder of Article IV is unchanged.)

WITNESSES:

[Signature]  
PRINTED NAME Les Brew

BY: [Signature]  
JACK HAGLUND, PRESIDENT

[Signature]  
PRINTED NAME JoAnn Slagley

ATTEST: [Signature]  
DON SLAGELY, SECRETARY

[Signature]  
PRINTED NAME Les Brew

[Signature]  
PRINTED NAME JoAnn Slagley

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 1993 by Jack Haglund, as President and Don Slagely, as Secretary of Colony Place Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification and did not take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

[Signature]  
Notary Public  
Printed Name Luanne A. Frame  
State of Florida

My Commission Expires \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: June 2, 1995  
BONDED THROUGH THE FLORIDA PUBLIC ACCOUNTANTS

ARTICLES OF INCORPORATION  
OF  
COLONY PLACE ASSOCIATION, INC.

REC'D JUN 29 11:53 AM '63  
FILED  
TALLAHASSEE

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

NAME

The name of the corporation is Colony Place Association, Inc., hereinafter called the "Association".

ARTICLE II

OFFICE

The principal office of the Association is located at 100 South Ashley Drive, Suite 1470, Tampa, Florida 33602-5352.

ARTICLE III

REGISTERED AGENT

Barbara J. Miller, whose address is 100 South Ashley Drive, Suite 1470, Tampa, Florida 33602-5352, is hereby appointed the initial registered agent of the Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots, Dwellings and Common Area for Colony Place (the "Property"), located within the Waterford subdivision in Sarasota County, Florida, and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association. In furtherance of these purposes, the Association is empowered to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Colony Place, hereinafter called the "Declaration", applicable to the Property and recorded or to be recorded in the Public Records of Sarasota County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) enforce the provisions of the Declaration in its  
--name;

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

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

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

(e) borrow money, and upon the affirmative vote of the Class B member alone or a majority of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in or otherwise transfer any or all of its real or personal property as security for money borrowed, debts incurred, or any of its other obligations;

(f) dedicate, sell or transfer all or any part of the Common Area or its other property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument of dedication or transfer has been signed by the Class B member alone or by a majority of each class of members, with the formalities from time to time required for a deed under the laws of the State of Florida;

(g) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the approval of the Class B member alone or a majority of each class of members;

(h) from time to time adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots, Dwellings and Common Area, consistent with the terms of the Declaration and these Articles;

(i) have and exercise any and all powers, rights and privileges which a corporation not for profit organized under the laws of the State of Florida may now or hereafter have or exercise.

#### ARTICLE V

##### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association, and is transferred only and automatically by conveyance of title to a Lot; however, the foregoing shall not be construed to prohibit assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

#### ARTICLE VI

##### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. So long as Class B membership exists, Class A members shall be all Owners of Lots subject to assessment by the Association, with the exception of the Developer, and shall be entitled to one (1) vote per each Lot owned. If more than one person holds an interest in any Lot, all such

persons shall be members, and the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any such Lot, nor shall any split vote be permitted with respect to such Lot. Prior to any meeting at which a vote is to be taken, each co-Owner must file the name of the voting co-Owner with the Secretary of the Association in order to entitle the voting co-Owner to vote at such meeting, unless such co-Owners have filed a general voting authority with the Secretary of the Association applicable to all votes until rescinded.

Class B. The Class B member shall be the Developer, and Class B Lots shall be all Lots owned by the Developer which have not been converted to Class A as provided in the Declaration. The Class B member shall be entitled to nine (9) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership at the time provided in the Declaration.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment of the Bylaws of the Association, but at no time shall be less than three (3). Any Director may succeed himself in office. At the first annual meeting, the members shall elect one Director for a term of one year, one Director for a term of two years, and one Director for a term of three years. At each annual meeting thereafter, the members shall elect one Director for a term of three years. The names and addresses of the persons who are to serve as the initial Directors until the selection of their successors are:

*Handwritten initials and scribbles*

<u>NAME</u>	<u>ADDRESS</u>
Barbara J. Miller	100 South Ashley Drive Suite 1470 Tampa, Florida 33602-5352
Shawn R. McIntyre	100 South Ashley Drive Suite 1470 Tampa, Florida 33602-5352
Michael W. Miller	100 South Ashley Drive Suite 1470 Tampa, Florida 33602-5352

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary, a Treasurer and such other officers as may be designated by the Bylaws, and at the times and in the manner prescribed in the Bylaws. The names and addresses of the initial officers who shall serve until their death, resignation, removal or until successors are designated are as follows:

Barbara J. Miller	President/Treasurer
Shawn R. McIntyre	Vice President/ Secretary

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

ARTICLE IX

INDEMNIFICATION

The Association shall, and does hereby, indemnify any person ("Indemnitee") for any and all liability arising from his official capacity or from any acts committed or failure to act by him in his official capacity as an officer or Director of the Association, including acts which are adjudged by a court of law to have constituted negligence or misconduct in the performance of his duty to the Association, and resulting from judgments, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding whether civil, criminal, administrative or investigative, and whether such action, suit or proceeding is brought by or in the right of the Association, or other parties, and whether such action, suit or proceeding is commenced during or subsequent to his tenure as an officer or Director of the Association ("Proceedings").

The Association will reimburse Indemnitees for any and all actual and reasonable expenses, including, without limitation, attorneys' fees and court costs ("Expenses") as Expenses are incurred by Indemnitees in Proceedings. Notwithstanding anything to the contrary herein, the Association will not indemnify Indemnitees for any liability or expenses for actions which constitute gross negligence or willful misconduct, except where such actions are undertaken at the request of the Association. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which Indemnitees are entitled, including, without limitation, those conferred under Florida law or the Bylaws, Articles or any agreement executed by the Association.

ARTICLE X

DISSOLUTION; MERGER; CONSOLIDATION

The Association may be merged or consolidated with another association not for profit, or may be dissolved, with the assent given in writing and signed by either the Class B member alone or not less than a majority of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to the purposes of the Association set forth herein and in the Declaration.

ARTICLE XI

DURATION

The corporation shall exist perpetually.

ARTICLE XII

AMENDMENTS

Amendment of these Articles may be made by either the Class B member alone or by a majority of the votes entitled to be cast by each class of membership. Amendments may be proposed by a majority of the Board of Directors or by persons entitled to cast twenty-five percent (25%) of the votes entitled to be cast by either class of membership.

ARTICLE XIII

INTERPRETATION

Express reference is made to the terms and provisions of the Declaration where necessary to interpret, construe and clarify the provisions of these Articles. All terms defined in

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.



the Declaration shall have the same meaning where used herein. To the extent possible, these Articles shall be construed, interpreted and applied in a manner consistent and not in conflict with the terms and application of the Declaration.

ARTICLE XIV

SUBSCRIBERS

The names and residences of the subscribers of these Articles are as follows:

NAME	ADDRESS
Barbara J. Miller	100 South Ashley Drive Suite 1470 Tampa, Florida 33605-5352
Glee A. Triplett	911 Chestnut Street Clearwater, Florida 34616
Shirlan S. Whitener	911 Chestnut Street Clearwater, Florida 34616

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 27<sup>th</sup> day of JUNE, 1988.

[Signature]  
Barbara J. Miller

[Signature]  
Glee A. Triplett

[Signature]  
Shirlan S. Whitener

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

BEFORE ME, the undersigned authority personally appeared BARBARA J. MILLER, who, after being first duly sworn, acknowledged that she executed the foregoing Articles of Incorporation for the purposes therein expressed, this 27<sup>th</sup> day of JUNE, 1988.

[Signature]  
Notary Public

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

My commission expires:  
NOTARY PUBLIC: STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 06, 1992  
BOARDED THROUGH AGENT'S NOTARY DEPARTMENT

BEFORE ME, the undersigned authority personally appeared GLEE A. TRIPLETT, who, after being first duly sworn, acknowledged that she executed the foregoing Articles of Incorporation for the purposes therein expressed, this 27<sup>th</sup> day of June, 1988.

[Signature]  
Notary Public

My commission expires:

MR. JEANNE BOYCE  
Notary Public, State of Florida  
My Commission Expires November 17, 1991  
Boarded thru Boy Pace Insurance, Inc.

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

BEFORE ME, the undersigned authority personally appeared SHIRLAN S. WHITNER, who, after being first duly sworn, acknowledged that she executed the foregoing Articles of Incorporation for the purposes therein expressed, this 27th day of June, 1988.

M. Jeanne Boyce  
Notary Public

M. JEANNE BOYCE  
Notary Public, State of Florida  
My Commission Expires November 17, 1991  
Bonded thru Toy Fair Insurance, Inc.

My commission expires:

FILED  
JUN 29 PM 1:35  
PINELLAS COUNTY  
FLORIDA

Having been named to accept Service of Process for the corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Barbara J. Miller  
Registered Agent

Date: 6/27/88

GAT110  
:1:AFS:06028

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

RECORDER'S MEMO: Legibility of writing, typing or  
printing for reproductive purpose may be unsatisfactory  
in this document when received.

BYLAWS  
OF  
COLONY PLACE ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Colony Place Association, Inc., a Florida non-profit corporation, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 100 South Ashley Drive, Suite 1470, Tampa, Florida 33602-5352, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Articles" shall mean the Articles of Incorporation for the Association.

Section 2. "Association" shall mean and refer to Colony Place Association, Inc., its successors and assigns.

*error* Section 3. "Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for Colony Place recorded in the Public Records of Sarasota County, Florida, as amended from time to time, the terms of which are incorporated herein by reference.

Section 4. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 5. All other terms used herein and defined in the Declaration shall have the definition set forth in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at such reasonable hour as may be determined by the Board of Directors. If the date determined under the preceding sentence for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following such date which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President of the Association or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of either class of membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the option of, the Secretary of the Association, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place,

day and hour of the meeting, and, in case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting in person or by proxy of Members entitled to cast a majority of all the votes of each class of membership entitled to be cast shall constitute a quorum for any action except as otherwise provided in the Declaration. If the required quorum is not present, another meeting may be called without any additional formal notice requirement, and the required quorum at the subsequent meeting shall be the presence of Members or of proxies entitled to cast thirty-three percent (33%) of all the votes of each class of membership entitled to be cast on the issue. If the required quorum is again not present, another meeting may be called upon at least ten (10) days' written notice, at which meeting there shall be no quorum requirement and those present in person or by proxy shall be entitled to decide the issue. This provision is included to insure the ability of the Association to act despite non-participation of its Members, and shall not be subject to attack on due process or other grounds. No such subsequent meeting(s) shall be held more than sixty (60) days following the preceding meeting(s).

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease as to any Lot upon conveyance by the Member owning such Lot.

Section 6. Action Taken Without a Meeting. The Members shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of the holders of the necessary number of votes. Any action so taken shall have the same effect as though taken at a meeting of the Members.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association.

Section 2. Term of Office. Except as set forth in the Articles, which provide that one Director shall be elected for one (1) year and one Director elected for two (2) years at the first annual meeting, all Directors shall serve for a term of three (3) years unless the term of such Director shall end prior to such term by death, resignation or removal.

Section 3. Removal, Death, Resignation. Any Director may be removed from the Board, with or without cause, by a majority vote of both classes of membership. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

See  
1972  
amend

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should the date of any such meeting fall upon a legal holiday, then such meeting shall be held at the same time on the next day following such date which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof, provided, however, if a rule or regulation promulgated by the Board of Directors shall conflict with a rule or regulation promulgated by the Association, the Board of Directors' rule or regulation shall be null and void only to the extent such rule or regulation is in conflict with the Association's rule or regulation.

(b) suspend the voting rights and right to use of the Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice

and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) keep a record of its acts and corporate affairs;

(b) supervise all offices, agents and employees of the Association, and see that their duties are properly performed;

(c) as more fully provided in the Declaration:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date, or bring an action at law against the Owner personally obligated to pay the same;

Notwithstanding any other provision hereof, any delay in notifying the Members of an assessment will not affect the validity of an assessment which is otherwise properly approved, and any approved assessment may be applied retroactively;

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on the Common Area and other property owned by the Association;

(f) cause all officers or employees of the Association dealing with funds of the Association to be covered by fidelity bonds, to be procured from time to time at the expense and for the benefit of the Association; and

(g) cause the Common Area to be maintained.

#### ARTICLE VIII

##### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. Officers need not be Members

of the Association. One person may hold more than one office at the same time.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner die, resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, shall keep the corporate seal of the Association and affix it on all papers requiring said seal, shall serve notice of meetings of the Board and of the Members, shall keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, shall keep proper books of account, shall prepare an annual budget to be presented to the membership at its regular annual meeting, and deliver a copy to the Members, and shall prepare a statement of income and expenditures, which shall be available

for inspection by any Member at the principal office of the Association during reasonable business hours. Copies of such financial statements shall be available to any Member at a reasonable charge to cover the cost of copying.

#### ARTICLE IX

##### COMMITTEES

The Board of Directors shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its obligations and privileges.

#### ARTICLE X

##### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable charge to cover the cost of copying.

The Board of Directors may determine that all persons who control or disburse Association funds should furnish adequate fidelity bonds. In such event, the premiums on such bonds, if any, shall be paid by the Association. Such fidelity bonds shall name the Association as an obligee, and shall be written in an amount approved by the Board of Directors.

#### ARTICLE XI

##### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by Florida law from time to time, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of its Lot. The assessments for Lots shall be determined as set forth in the Declaration.

#### ARTICLE XII

##### CERTIFICATION

An instrument signed by any executive officer of the Association, and attested by the Secretary of the Association under the Association's seal, is conclusive evidence that any required approval has been obtained as to persons without actual knowledge to the contrary.

#### ARTICLE XIII

##### AMENDMENTS

Section 8. These Bylaws may be amended by either the Class B Member alone or by a majority of the votes entitled to be cast by each class of membership. Amendments may be proposed by



a majority of the Board of Directors or by persons entitled to cast twenty-five percent (25%) of the votes entitled to be cast by either class of membership.

Section 9. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control, and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

IN WITNESS WHEREOF, we, being all of the Directors of Colony Place Association, Inc., have hereunto set our hands this 16<sup>th</sup> day of June, 1988.

WITNESSES:

Erol Armagan  
Alsa G. Senatore  
Erol Armagan  
Alsa G. Senatore  
Erol Armagan  
Alsa G. Senatore

Barbara J. Miller  
Shawn R. McIntyre  
Michael W. Miller

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 1988, by BARBARA J. MILLER.

Janeth M. Szepiel  
Notary Public

My commission expires:  
Notary Public, State of Florida  
My Commission Expires Jan. 26, 1991  
Bonded thru Tary Fala - Insurance Inc.

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 1988, by SHAWN R. MCINTYRE.

Janeth M. Szepiel  
Notary Public

My commission expires:  
Notary Public, State of Florida  
My Commission Expires Jan. 26, 1991  
Bonded thru Tary Fala - Insurance Inc.

STATE OF FLORIDA )

COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of June, 1988, by MICHAEL W. MILLER.

*Janeth M. Sygala*  
Notary Public

My commission expires:

Notary Public, State of Florida

My Commission Expires Jan. 26, 1991

Bonded thru Trep Fala - Insurance Inc.

GAT111

:1:AFS:06098

KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL

93 JAN 20 PM 4:21

RECORDED IN OFFICIAL  
RECORDS  
RECORD VERIFIED

OFFICIAL RECORDS \*\*  
BOOK 2472 PAGE 76