

165.00 fee
21.00 trust

Prepared By:
✓ Dean Haneunckel
James H. Thompson, P.A.
260 W. Dearborn St.
Englewood, FL 34223

v.

DECLARATION OF CONDOMINIUM
FOR
GOLFVISTA CONDOMINIUMS

90035182

KNOW ALL MEN BY THESE PRESENTS, that WEN CHUNG DEVELOPMENTS, INC., a Florida Corporation (the "Developer") does hereby submit to condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes, the land and improvements thereon and all improvements hereafter erected on those certain lands lying in Sarasota County, Florida, as described in Exhibit "A", attached hereto and made a part hereof, which shall hereinafter be referred to as "the Land". Said land shall be subject to conditions, restrictions, limitations, easements and reservations of record and the following restrictions, provisions, covenants, conditions and easements:

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1. NAME. The name of this condominium is to be GOLFVISTA CONDOMINIUMS.

2. THE CONDOMINIUM ACT. Chapter 718, Florida Statutes (the "Condominium Act") is incorporated herein by reference, and all provisions thereof shall apply to this condominium, except that this Declaration and the exhibits hereto shall control to the extent that the Condominium Act allows such documents to vary the provisions of the Act.

3. CONDOMINIUM PLAT. A plat of the condominium property, containing a survey of the land and a plot plan locating the improvements thereon and identifying each condominium unit, the common elements and their respective locations and approximate dimensions, is attached hereto as Exhibit "B" and is recorded in Condominium Book 28 at Pages 35, 35A, 35B, of the Public Records of Sarasota County, Florida.

4. COMMON ELEMENTS. The common elements appurtenant to each unit shall include the following:

A. The condominium property which is not included within the units.

B. Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.

C. An easement of support in every portion of a unit which contributes to the support of the building.

D. The property and installations required for the furnishing of utilities and other services to more than one (1) unit or to the common elements.

All unit owners shall have the right to use common elements, subject to the terms and conditions set forth herein. Such rights shall extend to the unit owners, members of their immediate families, their guests and other authorized occupants and visitors of the unit. Use of the common elements and rights of the unit owners with respect thereto shall be subject to and governed by the provisions of the Condominium Act, this Declaration and the Articles, Bylaws and the Rules and Regulations of the Association.

5. UNITS. A. Each of the units is identified and designated as set forth in the plot plan contained in Exhibit "B" and shall consist of that part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land or land and improvements together, as specified in the Declaration of Condominium. No pipes, wires, conduits or other utility lines or installations constituting part of the overall systems designed for the service of any particular unit, or any of the structural members or portions of any kind which are not removable without jeopardizing the soundness and the safety or usefulness of the remainder of the building, shall be deemed to be a part of any unit.

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

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1). The upper boundary shall be the bottom chord of the roof truss and the top side of the ceiling dry wall for the second floor, bottom floor joists and top side of the ceiling dry wall for first floor.

2). The lower boundary shall be the bare surface of the concrete slab which serves as the floor of the unit.

C. The perimetrical boundaries of the unit shall be the interior surface of the concrete block or back side of the dry wall serving as the perimeter wall which plane shall also include all perimeter windows and doors and porch contiguous to the unit.

6. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS. A. The fee title of each condominium parcel shall include both the condominium unit and an undivided interest in the common elements; said undivided interest in the common elements is deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance may refer only to the fee title to the condominium unit. The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit. Any attempt to separate and/or any action to partition the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

B. Each of the unit owners of the condominium shall own an undivided 1/44th interest in the common elements.

7. ASSOCIATION. A. Prior to the date of the recording of this Declaration there will be or has been created under the laws of the State of Florida the Golfvista Condominium Association, Inc., a corporation not for profit, herein called the Association, which shall be responsible for the administration, operation, maintenance, repair and replacement of the condominium property and which shall have those powers and duties set forth in the Act, this Declaration, the Articles of Incorporation and Bylaws. Copies of the Articles of Incorporation and Bylaws of the Association are attached hereto as Items VI and VII, respectively.

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B. Each unit owner shall automatically become and remain a member of the Association as long as he owns the unit. Upon termination of his interest, the unit owner's membership shall thereupon terminate and transfer and inure to the successor unit owner. Voting rights of unit owners shall be as set forth in the Articles of Incorporation of the Association and the Bylaws of the Association.

C. Notwithstanding anything herein to the contrary in this Declaration or in the Articles of Incorporation of the Association, the Developer may, at its option, control the Association for a period not to exceed that permitted by the Condominium Act.

8. COMMON EXPENSES. A. The common expenses shall include:

i. costs of operation, maintenance, repair, and replacement of the common elements and such of the limited common elements as the Association is obligated under the terms hereof to maintain;

ii. costs of management of the condominium and administrative costs of the Association, including professional fees and expenses;

iii. costs of water and sewerage service, garbage collection, electricity, and other utilities which are not metered separately to the individual condominium units;

iv. labor, material, and supplies used in conjunction with the common elements;

v. damages to the condominium property in excess of insurance coverage;

vi. salary of a manager or managers and their assistants, as shall be determined by the Board of Directors of the Association;

vii. premium costs of fire, windstorm, flood, and other property and liability insurance as provided herein;

viii. costs for pest control service;

ix. all other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing, and conserving

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the condominium property and in carrying out its duties and responsibilities as provided by the Florida Condominium Act, this Declaration, the Articles of Incorporation, and the Bylaws.

B. Each unit owner shall be responsible for a portion of the common expenses and costs, and such share shall be in the percentage of the undivided share in the common elements as set forth in Paragraph 6. B. herein.

C. If the Board of Directors decides that any unpaid assessment is uncollectible, it shall become a common expense.

D. The proportionate share of the common expenses attributable to each unit may be amended only with the written consent of the unit owner and the mortgagee or mortgagees of the unit and approval of all record owners of all other units.

9. COMMON SURPLUS. Common surplus shall be the excess of all receipts of the Association over the amount of common expenses. Each unit owner shall own an undivided share in any common surplus in the same percentage as his share of the common elements. All common surplus shall be held and administered by the Association on behalf of the unit owners and may be distributed to the unit owners at such times and in such amounts as the Board of Directors of the Association shall deem fit or otherwise expended by the Association for the benefit of the unit owners as the Board of Directors may determine.

10. VOTING RIGHTS. Each condominium unit shall be entitled to one vote at association meetings notwithstanding the same owner may own more than one unit or that units may be joined together and occupied by one owner.

11. CASUALTY INSURANCE. A. The Association, as agent for and in behalf of the unit owners and their respective mortgagees, shall use its best efforts to obtain and maintain adequate insurance with a responsible insurance company upon all of the insurable improvements of the entire condominium, including the common elements and the respective units and personal property of the Association, for the full replacement or insurable value thereof. Every hazard policy which is issued to protect a condominium building shall provide that the word "building"

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wherever used in the policy include, but not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed, or replacements thereof of like kind and quality, in accordance with the original plans and specifications, or as they existed at the time the unit was initially conveyed if the original plans and specifications are not available. The premium for all insurance shall be paid by the Association and shall be included in the assessment for common expenses. The Association shall have full authority as agent for the insureds to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association, and institutional first mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests. Each unit owner shall be responsible for insuring his own personal property within his unit and any improvements installed within an area assigned or designated as a limited common element that such unit owner is obligated to maintain. Notwithstanding the foregoing, any insurance otherwise required to be maintained by the unit owners by the terms hereof may be included in the insurance coverage purchased by the Association and paid for as part of the common expenses, if so authorized by the Board of Directors.

B. In the event of a destructive or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policy shall be collected by the Association. If the proceeds are in excess of an amount equal to the total annual budget, then all such proceeds shall be paid to any national bank in Sarasota or Manatee County, with trust powers, as may be approved and designated insurance trustee by the Board of Directors of the Association. The insurance trustee shall receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees. The proceeds shall be held and

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used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Board of Directors. The bank shall disburse the proceeds held by it upon written draw requests signed by the President or Vice President of the Association as reconstruction progresses. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event the proceeds are not sufficient to pay the costs of the reconstruction and the trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as part of the common expenses of the Association. In the event the insurance proceeds are less than the amount of the total annual budget, they need not be placed in trust but shall be held by the Association and applied directly by the Board of Directors for the above purposes.

The insurance trustee shall not be liable for payments of premiums, nor for the renewal or sufficiency of the 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 as set forth above, and hold same in trust for purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees.

12. RECONSTRUCTION OR REPAIR. If any part of the condominium property shall be damaged by casualty, whether or not it will be reconstructed or repaired shall be determined in the following manner:

A. 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.

B. If the damaged improvement is a part of a condominium building, and if units to which fifty percent (50%) of the common elements or appurtenances are found by the Board of Directors of the Association to be tenable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the condominium shall be terminated.

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C. If the damaged improvement is part of a condominium building and if units to which more than fifty percent (50%) of the common elements are found by the Board of Directors of the Association to be not tenatable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of not less than sixty-six percent (66%) of the units agree in writing to such reconstruction or repair.

D. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building.

E. If the damages occur only to those parts of one (1) 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 or repair after casualty shall be that of the Association.

F. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during the reconstruction and repair the funds for the payment of the costs thereof 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 to pay the estimated costs. Such assessments against the 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 unit owner's share in the common elements.

13. LIABILITY INSURANCE. The Association shall obtain and maintain public liability insurance covering all of the common elements and insuring the Association and the unit owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Association shall also obtain and maintain Workers' Compensation insurance as shall be

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required to meet the requirements of law. The premiums for such insurance coverage shall be a part of the common expenses. The Association may also obtain such other insurance as the Board of Directors of the Association, in its discretion, may determine from time to time to be in the best interest of the Association and the unit owners, including directors' liability insurance or other insurance that an institutional mortgagee may reasonably require. Premiums for any such policies purchased by the Association shall be a part of the common expenses. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular unit, as he may deem appropriate.

14. MAINTENANCE. A. The Association shall maintain, repair and replace at the Association's expense:

i. All portions of a unit contributing to the support of the condominium building, which portions shall include, but not be limited to, outside walls of the apartment building and all fixtures on its exterior, those portions of boundary walls not a part of unit; floor and ceiling slabs; load-bearing columns and load-bearing walls.

ii. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which facilities are contained.

iii. The fire sprinkler system. This shall include payment for all periodic inspections required by applicable government authorities.

iv. All incidental damage caused to a unit by such work immediately above-described shall be repaired promptly at the expense of the Association.

B. The responsibility of the unit owner shall be as follows:

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i. To keep and maintain his unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within the units which, if omitted, would affect the condominium in its entirety or in a part belonging to others; being expressly responsible for the damages and liability which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and all external doors, including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connection required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his unit which may now or hereafter be situated in his unit.

ii. To maintain, repair and replace any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place and maintain in his unit.

iii. Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings.

iv. To promptly report to the Association any defect or need for repairs for which the Association is responsible.

v. Plumbing and electrical repairs to fixtures and equipment located within a unit and exclusively servicing a unit shall be paid for and be a financial obligation of the unit owner.

vi. To promptly report any defect or malfunction of the fire sprinkler system within his unit.

C. Any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any

common element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

D. If the Board of Directors determines that any maintenance, repair or replacement required to be made by the Association necessitated by the carelessness, negligence or intentional act of a unit owner, his lessees, invitees, or guests, the Association shall have the right to proceed to any appropriate court to recover the costs of such maintenance, repair or replacement.

E. In the event an owner fails to fulfill maintenance obligations which are necessary to prevent damage to the common elements or other units, the Association, at the discretion of the Board of Directors, may undertake such maintenance and make such repairs as the Board may deem necessary, and the Association shall have the right to proceed to any appropriate court to recover the costs thereof.

15. ALTERATIONS AND IMPROVEMENTS. Except as elsewhere reserved to the Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, remove any portion of such, make any additions to them, do anything that would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval in writing of owners of all units in the building and approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

16. ASSESSMENTS AND LIENS. The Board of Directors of the Association shall approve annual budgets of anticipated income and expenses for each fiscal year and thereupon shall levy an annual assessment against each unit based upon its proportional share of the common expenses as provided herein. Said annual assessments shall be collected in the manner provided in the Bylaws, however, assessments shall be made against the units not less frequently than quarterly. In addition, the Board of Directors shall have the power to levy special assessments

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against the unit owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments shall bear interest from the due date until paid to the maximum rate allowed by law. The Association shall have the remedies and liens provided by the Florida Condominium Act with respect to unpaid assessments of any kind, including late accrued interest and reasonable attorney's fees incurred by the Association incident to the collection of an assessment or enforcement of a lien, including attorney's fees for appellate proceedings. The Board of Directors may require each unit owner to establish and maintain a minimum balance on deposit with the Association (not to exceed one-fourth of the current annual assessment) to provide working capital and to cover contingent expenses from time to time. Notwithstanding any of the above, no unit shall be liable for the payment of any portion of its annual assessment or installment thereof until the first day of the month following the issuance of a certificate of occupancy for the building in which the unit is located.

17. USE RESTRICTIONS. The use of the property of the condominium shall be in accordance with the following provisions:

A. Each of the units shall be used for no purpose other than for residential purposes;

B. Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the unit or any building without the prior written consent of the Board of Directors of the Association.

C. No unit shall be occupied by relatives, tenants or guests while the unit owner is not in residence, unless such

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relative, guest or tenant has been authorized by written correspondence to the Association from the unit owner prior to such occupancy. The Board of Directors shall promulgate reasonable rules and regulations to accomplish such registration procedure.

D. Children under the age of 18 years and guests must be accompanied by the unit owner or authorized resident when using common recreational facilities.

E. No nuisances shall be allowed on the condominium property nor any immoral, improper, offensive or unlawful use shall be made of the condominium property. All valid laws, zoning ordinances and regulations of all applicable governmental bodies and jurisdiction shall be observed.

F. No unit owner or other person shall allow anything to remain in or on the common elements which would be unsightly or hazardous or allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacle provided therefore.

G. No unit owner or other person shall allow any animals to be kept in any unit other than in conformity with the rules and regulations promulgated from time to time by the Board of Directors.

18. EASEMENTS. Each of the following easements is a covenant running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the condominium and the exclusion of any lands of the condominium from the condominium.

A. Developer hereby reserves for the benefit of itself, its successors and assigns, perpetual easements for ingress and egress and for the installation, construction, repair, maintenance and replacement of or in the future by inaccuracies in construction or settlement or movement of the building, which encroachments shall be allowed to remain undisturbed until they

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no longer exist. Nothing stated in this paragraph shall be construed to require the Developer to maintain the common elements.

B. There is hereby granted to all public and private utility companies rendering utility services to the condominium at the time of recording this declaration a perpetual non-exclusive easement for the construction, installation, maintenance, repair and replacement of the equipment, structures and other improvements by which such utility services are respectively provided over, under, across, and through such portion of the common elements as may be reasonably necessary. The use of any easement granted hereunder shall not include the right to disturb any building or structure on the common elements, and any damage caused to same shall be repaired at the expense of the person or entity causing such damage. In the event a utility company's use of an easement granted hereunder causes a disturbance of the surface of the land, the roadways, grass, landscaping and other improvements which are disturbed shall be restored promptly by the utility company as nearly as possible to their prior condition.

D. The common elements shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of units in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

E. The Board of Directors shall have the right to grant easements under, over, across and through the condominium property to such persons or entities and for such purposes as the Board of Directors of the Association may deem appropriate by recording in the Public Records of Sarasota County, Florida an instrument duly executed by the President or Vice President of the Association.

F. In the case of an emergency originating in or threatening any unit, regardless of whether or not the owner is

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present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the manager or managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of said emergency, and such right of entry shall be immediate. To facilitate entry in an event of any such emergency, the owner of each unit, if required by the Board of Directors of the Association, shall deposit under the control of the Board of Directors of the Association, a key to such unit.

19. MANAGEMENT AGREEMENTS. The Board of Directors of the Association is empowered to enter into contracts with any person or entity to act as managing agent to handle the administrative affairs of the Association and the maintenance of the condominium upon such terms and conditions as the Board may deem to be in the best interest of the condominium and the unit owners.

20. DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default by the owner, tenant, or occupant of any unit in complying with the provisions and requirements of the Florida Condominium Act, the Declaration, the Articles of Incorporation, and the Bylaws, and such regulations and rules as may be promulgated by the Association Board of Directors shall entitle the Association to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorney's fees to be determined by the Court for trial and appellate proceedings.

21. INSTITUTIONAL MORTGAGEES. All savings and loan associations, banks or their subsidiaries or their affiliates holding first mortgages upon any of the condominium units are herein referred to as "Institutional Mortgagees." The termination of the condominium and any amendments to the provisions of the Declaration shall require the written consent of institutional first mortgagees holding at least fifty-one percent (51%) of such first mortgages, except for amendments by Developer as hereinafter provided. Said consent shall not be unreasonably

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withheld. Any institutional first mortgagee that acquires title to a unit through mortgage foreclosure or acceptance of a Deed in lieu of foreclosure shall not be liable for any assessments levied against such unit which came due prior to the acquisition of such title unless a Claim of Lien for such assessment was recorded prior to the recording of the Mortgage.

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

B. The condominium property may be removed from the provisions of this Declaration and the condominium thereby terminated, upon the affirmative vote of at least eighty percent (80%) of the voting rights of all unit owners in the condominium. The termination of the condominium by such actions shall be evidenced by an instrument to that effect signed by the President or Vice President and Secretary of the Association with the formalities of a Deed and duly recorded in the Public Records of Sarasota County, Florida.

23. PRIVILEGES OF DEVELOPER. Developer hereby reserves the right to elect, remove, and replace from time to time the Directors of the Association which the Developer has appointed, in accordance with the provisions of the Association's Articles of Incorporation and Bylaws. As long as Developer holds units in this condominium for sale in the ordinary course of business, no action by the Association that would be detrimental to the sales of Developer may be taken without written consent of Developer. Developer shall be excused from the payment of assessments against the units owned by it until the first day of the fourth calendar month following the month in which the closing of the sale of the first unit occurs. Developer shall pay the portion of the common expenses incurred during that period which exceeds the amount assessed against other unit owners.

At the time of the recording of this Declaration, construction of all of the condominium units and improvements has not

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been completed. Developer reserves all rights and easements necessary or desirable, with respect to the condominium property, to complete such construction and to effect the sale or lease of all of the condominium units. As long as Developer holds units in the condominium for sale in the ordinary course of business, Developer shall have the right to exhibit such signs and sales paraphernalia as may be desired to effect such sales and may use one or more of the units and the common elements for offices, models, and other uses appropriate for the promotion of sales.

24. AMENDMENTS. This Declaration of Condominium may be amended by the vote of not less than two-thirds of the votes of the unit owners except as heretofore provided. The voting rights of members may be changed or amended only with the written consent of all the record owners of all the units. Amendments to the Association's Articles of Incorporation and Bylaws may be made in the manner provided therein and shall not be subject to the requirements set forth herein for amendments to the provisions of this Declaration. No amendment changing the size or dimensions of a unit shall be effective unless consented to by the unit owner, all record lien holders and all record owners of all other units, and no amendment which affects the rights, privileges or interests of the Developer shall be effective without its prior written consent. A copy of each amendment shall be attached to a certificate certifying the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a Deed. The amendment shall be effective when such certificate and a copy of the amendment is recorded in the Public Records of Sarasota County, Florida.

IN WITNESS WHEREOF, the Developer, WEN CHUNG DEVELOPMENTS, INC., a Florida corporation, has caused the execution of this Declaration of Condominium this 2nd day of October, 1989.

Witnesses: *Dean W. Wainwright*

WEN CHUNG DEVELOPMENTS, INC.
A Florida Corporation, Developer

Fern E. Ballou

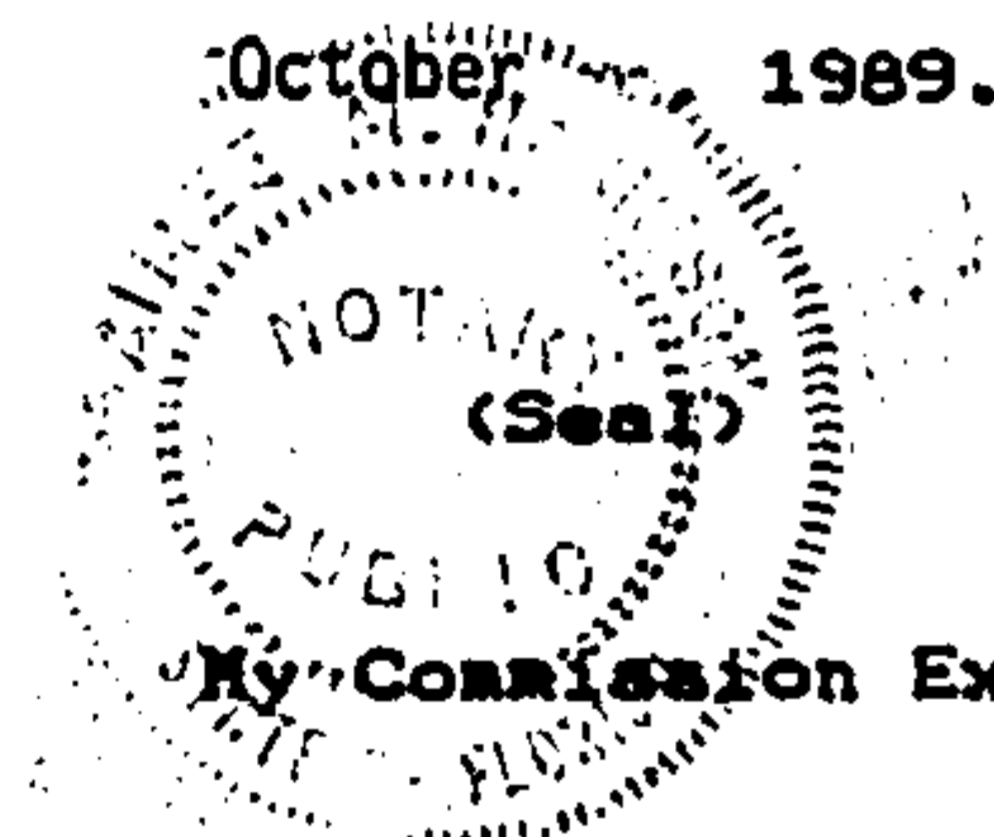
By: *W. Y. Chung*
WEN Y. CHUNG, PRESIDENT

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STATE OF FLORIDA
COUNTY OF SARASOTA

Before me personally appeared WEN Y. CHUNG, to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President of the above named WEN CHUNG DEVELOPMENTS, INC., a Florida corporation, and severally acknowledged to and before me that he executed such instrument, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 2nd day of
October 1989.



My Commission Expires:

[Signature]
NOTARY PUBLIC
Notary Public, State of Florida
My Commission Expires June 25, 1993
Bonded Thru Troy Fair - Insurance Inc.

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JOINDER OF MORTGAGEE TO
DECLARATION OF CONDOMINIUM

FIRST NATIONAL BANK OF VENICE, the owner and holder of a mortgage encumbering the land described in Exhibit "A" attached to the Declaration of Condominium of Golfvista Condominiums (the "Declaration") to which this Joinder is attached, hereby consents to and joins in the said Declaration thereof and agrees that the lien of its mortgage, to the extent of the encumbrance upon the land described in Exhibit "A" attached to the Declaration shall be upon all of the condominium parcels of Golfvista Condominiums, together with all of the appurtenances, including, but not limited to any common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the mortgage held by First National Bank of Venice, or the priority of the lien created thereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Declaration as hereinabove provided.

This instrument is executed by the undersigned for the purpose of complying with and pursuant to Section 718.104(4)(a) of the Florida Statutes.

Executed this 2nd day of October, 1989.

Witnesses:

[Handwritten signatures of witnesses]

FIRST NATIONAL BANK OF VENICE,
Mortgagee

By: *[Signature]*
ROBERT E. KOSON, VICE PRESIDENT

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Joinder of Mortgagee of Declaration of Condominium was acknowledged before me this 2 day of October, 1989, by Robert E. Koson as Vice President of First National Bank of Venice on behalf of said corporation.

[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires June 25, 1993
Bonded Thru Troy Fala - Insurance, Inc.

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Exhibit A

DESCRIPTION

A part of Block 0 as shown on Plat of CAPRI ISLES, Unit No. 3, recorded in Plat Book 22, Pages 8A thru 8D, of the Public Records of Sarasota County, Florida, described as follows:

Commence at a point that is 1958.36 feet North and 1094.05 feet East of the Southwest corner of the West 1/2 of the East 3/4 of Section 4, Township 39 South, Range 19 East, Sarasota County, Florida, said point being a point on the easterly R/W line of Capri Isles Boulevard; thence $N67^{\circ}40'12''E$, 316.05' for the point of beginning; thence continue $N67^{\circ}40'12''E$, 416.11'; thence $S02^{\circ}42'28''E$, 137.07'; thence $S05^{\circ}40'42''W$, 267.94 feet; thence $S74^{\circ}03'40''W$, 548.38' to the easterly R/W line of Capri Isles Boulevard, said point being on a curve to the Northwest, having a radius of 786.41 feet, a central angle of $08^{\circ}16'57''$ and a chord bearing of $N20^{\circ}04'06''W$, thence along the arc of said curve, 113.68' to a point of said curve; thence $N65^{\circ}46'46''E$, 141.86'; thence $N76^{\circ}54'10''E$, 146.00'; thence $N16^{\circ}05'50''W$, 95.00'; thence $N22^{\circ}16'26''W$, 115.23' to the point of beginning.

Containing 3.64 acres, more or less.

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GOLFVISTA CONDOMINIUMS

CONDO. PLAT BOOK — PAGE —
SHEET — OF —

SURVEYOR'S CERTIFICATE

I, WEN Y. CHUNG, A PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFY THAT CONSTRUCTION OF THE IMPROVEMENTS SHOWN HEREON, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES, ACCESS TO UNITS AND COMMON ELEMENT FACILITIES, ARE SUBSTANTIALLY COMPLETE SO THAT 7/2 MATERIAL, TOGETHER WITH THIS DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY AND THE AS-BUILT MEASUREMENTS CONTAINED HEREIN IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

ESTIMATED COMPLETION OF CONSTRUCTION DATE IS JULY 1992.

DATE OF SURVEY _____

WEN Y. CHUNG

REGISTERED FLORIDA LAND SURVEYOR NO. 2637

DESCRIPTION
A PART OF BLOCK O AS SHOWN ON PLAT OF CAPRI ISLES, UNIT NO. 3, RECORDED IN PLAT BOOK 22, PAGES 84 THRU 89, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT THAT IS 808.36 FEET NORTH AND 1034.05 FEET EAST OF THE SOUTHWEST CORNER OF THE WEST 1/2 OF THE EAST 3/4 OF SECTION 4, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, SAID POINT BEING A POINT ON THE EASTERLY R/W LINE OF CAPRI ISLES W/40 LEVAD. THENCE S67°40'17".360" FOR THE POINT OF BEGINNING; THENCE CONTINUE S67°40'12".465" THENCE S02°42'28".1370" THENCE S05°40'42".26734" FEET; THENCE S74°03'40".54830" TO THE EASTERLY R/W LINE OF CAPRI ISLES BOULEVARD, SAID POINT BEING ON A CURVE TO THE NORTHWEST, HAVING A RADIUS OF 786.41 FEET, A CENTRAL ANGLE OF 09°46'57" AND A CHORD BEARING OF N00°04'06".126" W/40 LEVAD, THENCE S10°46'46".14186" THENCE N76°54'07".14600" THENCE N65°05'50".95100" THENCE N22°42'26".18223" TO THE POINT OF BEGINNING.

CONTAINING 3.64 ACRES, MORE OR LESS.

(ALSO KNOWN AS CROWN COLONY SOUTH CONDOMINIUMS, PHASES B TO VR, AS RECORDED IN CONDO BOOK 18, PAGE 3, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA)

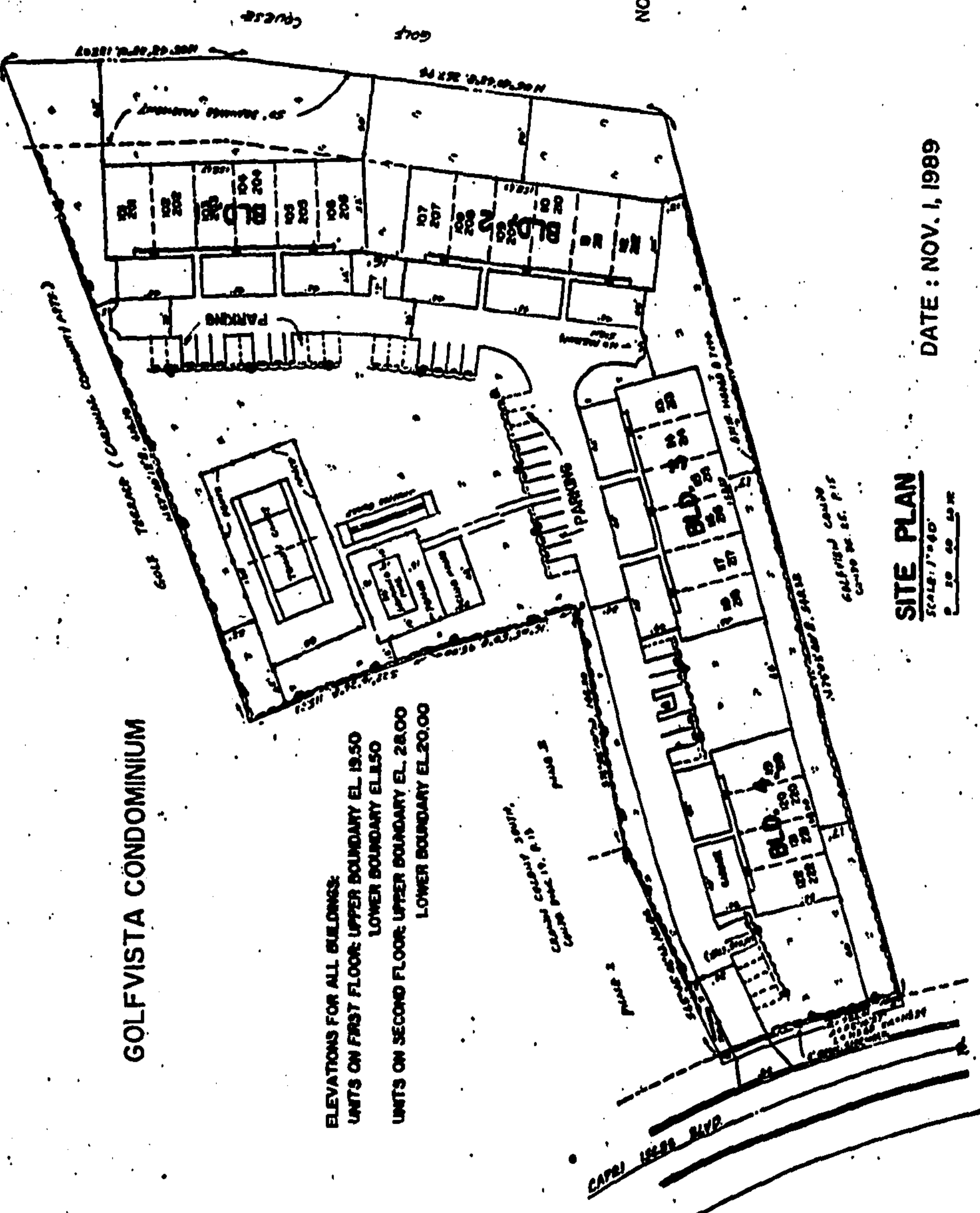
NOTES:

- BOUNDARY BEARINGS ARE BASED ON THE ORIGINAL DEED DESCRIPTION, CAPRI ISLES, UNIT 3, P.B. 22, P. 8.
- ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929.000.
- IMPROVEMENTS WITHIN THE COMMON ELEMENTS SUCH AS BUT NOT LIMITED TO WATER METERS, WATER LINES, STORMDRAINS, SEWERS AND TREES HAVE NOT BEEN LOCATED.
- ALL LANDS AND IMPROVEMENTS NOT LOCATED WITHIN UNIT ARE COMMON ELEMENTS.
- EXISTING AND IMPROVEMENTS AS SHOWN IN THIS EXHIBIT ARE PROPOSED. DIMENSIONS ARE FROM ARCHITECTURAL PLANS AND DO NOT REPRESENT CONSTRUCTED IMPROVEMENTS.
- INTERIOR PARTITION DIMENSIONS ARE INFORMATIONAL ONLY, UNIT BOUNDARY DIMENSIONS ONLY ARE CERTIFIED.
- ALL UNIT ANGLES ARE RIGHT ANGLES UNLESS INDICATED OTHERWISE.
- UNIT BOUNDARIES — THE UPPER BOUNDARY AND LOWER BOUNDARY OF EACH UNIT SHALL BE THE FOLLOWING, EXTENDED TO THE PERMETER BOUNDARIES:
 - UPPER BOUNDARY: BOTTOM CHORD OF ROOF TRUSS AND THE TOP SOLE OF THE CEILING DRY WALL FOR SECOND FLOOR, BOTTOM OF FLOOR JOISTS AND TOP SOLE OF THE CEILING DRY WALL FOR FIRST FLOOR.
 - LOWER BOUNDARY: THE BARE SURFACE OF THE CONCRETE SLAB WHICH SERVES AS THE FLOOR OF THE UNIT.
 - PERMETER BOUNDARY: THE INTERIOR SURFACE OF THE CONCRETE BLOCK ON BACK SIDE OF THE DRY WALL SERVING AS THE PERMETER WALL WHICH PLANE SHALL ALSO INCLUDE ALL PERMETER WINDOWS AND DOORS AND PORCH CONTIGUOUS TO THE UNIT.
- LIMITED COMMON ELEMENTS, THERE IS NO LIMITED COMMON ELEMENTS.
- THE SURVEY MEETS MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, 2019-6, F.A.C.
- ALLEYS AND STREETS SHOWN ON THIS PLOT PLAN ARE NOT COMPLETE AS OF THIS DATE.

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.

- NOTES: 1. THE PROPERTY OTHER THAN THE UNITS SHOWN ARE COMMON ELEMENTS.
- 2. THERE IS NO LIMITED COMMON ELEMENTS.
- 3. THERE IS NO EASEMENT OTHER THAN SHOWN ON THE PLAN.
- 4. ALL ITEMS SHOWN ARE PROPOSED.



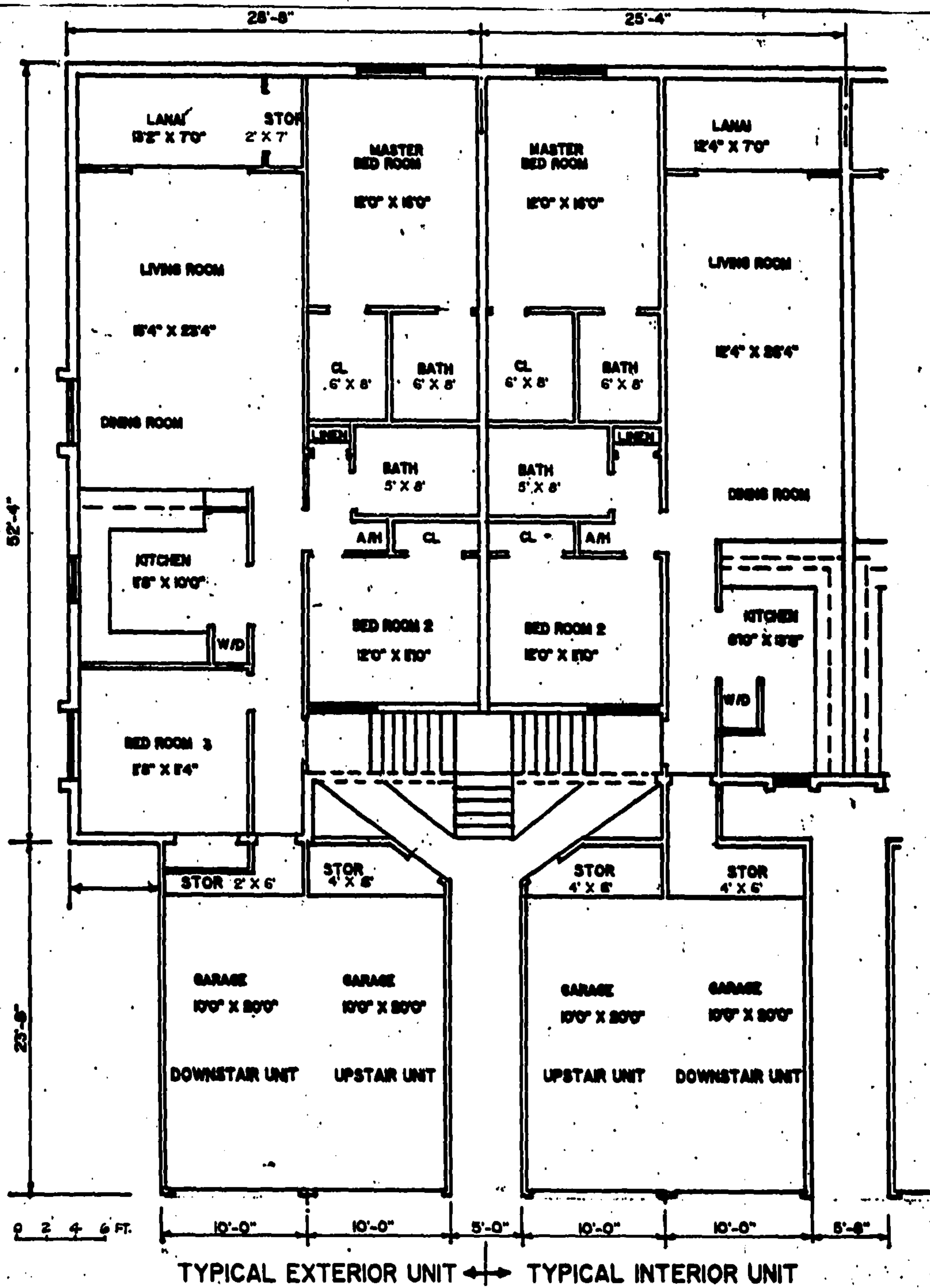
GOLFVISTA CONDOMINIUM

ELEVATIONS FOR ALL BUILDINGS:
 UNITS ON FIRST FLOOR: UPPER BOUNDARY EL. 19.50
 LOWER BOUNDARY EL. 1.50
 UNITS ON SECOND FLOOR: UPPER BOUNDARY EL. 28.00
 LOWER BOUNDARY EL. 20.00

DATE: NOV. 1, 1989

SITE PLAN
 SCALE: 1"=60'
 0 20 40 60 FT





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

State of Florida

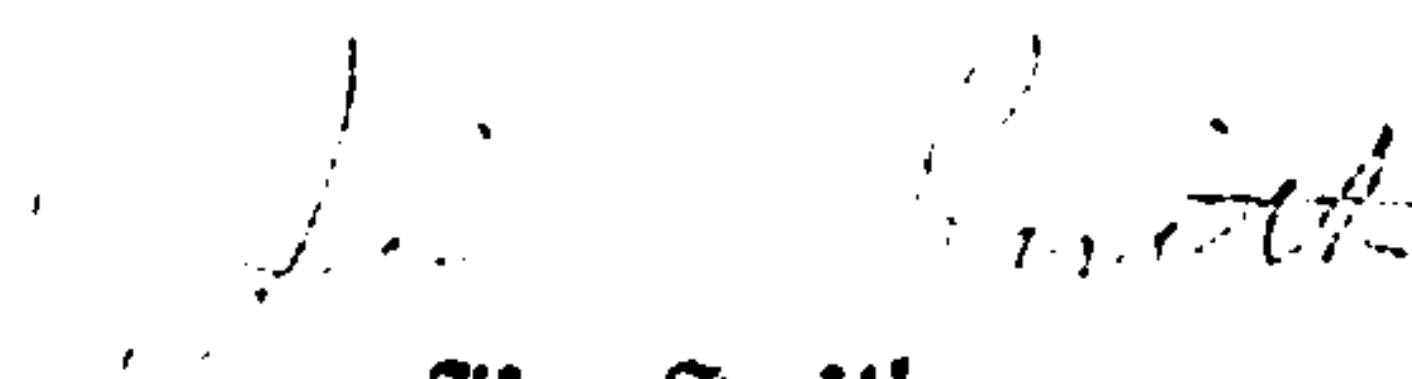
Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of GOLFVISTA CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on September 26, 1989, as shown by the records of this office.

The document number of this corporation is N34395.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
28th day of September, 1989.




Jim Smith
Secretary of State

NB41395

ARTICLES OF INCORPORATION
OF
GOLFVISTA CONDOMINIUM ASSOCIATION, INC.
A FLORIDA COPORATION NOT FOR PROFIT.

FILED
1989 SEP 26 AM 9:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, do hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is GOLFVISTA CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

DURATION

This corporation shall have perpetual existence commencing on the date of the filing of these Articles of Incorporation with the Department of State of Florida.

ARTICLE III

PURPOSES

This corporation is organized for the purpose of providing an entity under the Florida Condominium Act (the "Act") for the operation of a condominium located in Sarasota County, Florida, and known as Golfvista Condominiums.

ARTICLE IV

MEMBERS

The qualification of members and the manner of their admission shall be as regulated by the bylaws.

ARTICLE V

INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered agent of this corporation is 4920 Fruitville Road, Sarasota, Florida 34232, and the name of the initial registered agent of this corporation at such address is Wen Y. Chung.

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ARTICLE VI

INITIAL BOARD OF DIRECTORS

This corporation shall have one (1) director initially. The number of directors may be either increased or diminished from time to time in the manner provided in the bylaws, but shall never be less than one. The name and address of the initial director of the corporation are as follows:

Wen Y. Chung
4920 Fruitville Road
Sarasota, Florida 34232

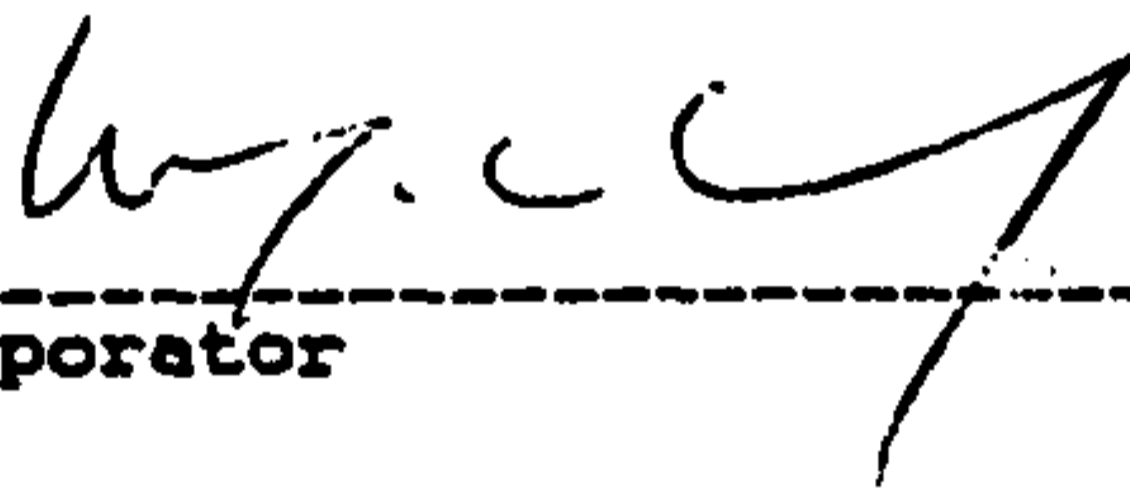
ARTICLE VII

INCORPORATOR

The name and address of the corporation's incorporator are:

Wen Y. Chung
4920 Fruitville Road
Sarasota, Florida 34232

IN WITNESS WHEREOF, I have subscribed my name and seal this 17 day of September, 1989.



Incorporator

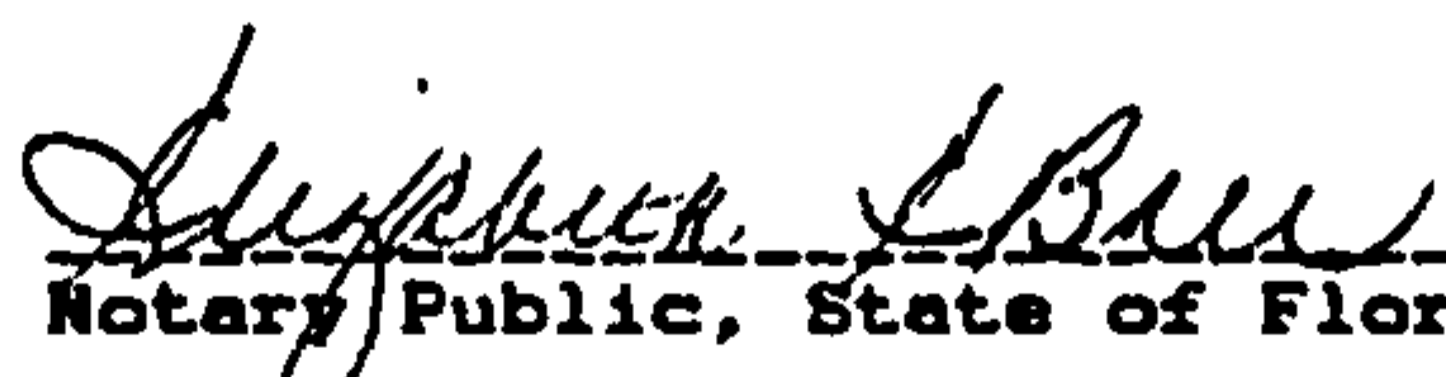
STATE OF FLORIDA

COUNTY OF SARASOTA

On this 17th day of September, 1989, before me, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared Wen Y. Chung, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.





Notary Public, State of Florida

Notary Public, State of Florida
My Commission Expires Jan. 10, 1992
Bonded Through Troy Fair - Insurance Inc.

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ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the above-stated 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 all matters.



Registered Agent

FILED
1980 SEP 28 AM 9:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

VII.
BYLAWS

OF

GOLFVISTA CONDOMINIUM ASSOCIATION, INC.

(A corporation not for profit)

GOLFVISTA CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, hereinafter referred to as "Association", does hereby adopt the following as its Bylaws:

ARTICLE I

THE PRINCIPAL OFFICE

The principal office of the Association shall be at 930 Capri Isles Boulevard, Venice, Florida 34292.

ARTICLE II

DEFINITIONS

These Bylaws shall be referred to as the "Bylaws"; the Articles of Incorporation of the Association as the "Articles"; and the Declaration of Condominium for the condominium as the "Declaration." The other terms used in these Bylaws shall have the same definitions and meaning as those set forth in Chapters 718, Florida Statutes, The Condominium Act to be referred to herein as the "Act", as well as those set forth in the Declaration and the Articles, unless provided to the contrary in these Bylaws, or unless the context otherwise requires.

ARTICLE III

ANNUAL MEETING

The annual meeting of the members of the Association shall be held at the time, date and place determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members. Written notice of

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the annual meeting shall be mailed to each unit owner at least 14 days and not more than 60 days before the annual meeting. A copy of the notice shall be posted in a conspicuous place on the condominium property at least 14 days before the annual meeting. The post office certificate of mailing shall be retained as proof of the mailing. The unit owners may waive notice of the annual meeting.

ARTICLE IV.

SPECIAL MEETINGS

A. Special meetings of the members of the Association shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary on receipt of the written request from at least ten percent of the members of the Association entitled to vote at the meeting. Requests for a special meeting by the members shall state the purpose for the meeting and business conducted shall be limited to the matter stated in the notice of the meeting.

B. Except as stated elsewhere in these Bylaws, notice of special meetings, generally, shall be in writing, shall state the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not less than 10 or more than 60 days before the date of the meeting, either personally or by first class mail by or at the direction of the President, the Secretary or the officer or persons calling the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the U.S. Mail addressed to the member at his address as it appears on the records of the Association, with postage pre-paid.

C. The Board of Directors shall mail a notice and copy of the proposed annual budget to the unit owners not less than 30 days before the meeting at which the Board will consider the budget. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments of the preceding year,

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the Board, upon written application of 10% of the unit owners to the Board, shall call a special meeting of the unit owners within 30 days, upon not less than 10 days written notice to each unit owner.

D. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by 10% of the unit owners giving notice of the meeting as required for a meeting of unit owners, stating the purpose of the meeting.

E. Notice of a meeting wherein the unit owners other than the Developer are first entitled to elect a director or directors, shall be given not less than 30 days or more than 40 days before the meeting. The meeting may be called and notice given by any unit owner if the Association fails to do so.

ARTICLE V

QUORUM

A quorum at meetings of members shall consist of persons entitled to cast, either in person or by proxy, a majority of the votes of the entire membership. Absentee ballots, alone, may not be counted in determining a quorum.

ARTICLE VI

VOTING

A. In any meeting of the members, the owners of units shall be entitled to cast one vote for each unit owned. The vote of a condominium unit is not divisible.

B. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding on all unit owners for all purposes except wherein the Act, the Declaration, the Articles or these Bylaws require a larger percentage of vote, in which case that larger percentage shall control.

C. Persons or entities shall become members of the Association on the acquisition of fee titled to a unit in the condominium. Membership shall be terminated when a person or entity no longer owns a unit in the condominium.

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D. Votes may be cast in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for a period longer than ninety days (90) days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the unit owner or owners if more than one or by the appropriate officer or partner of a corporation or partnership. The proxy shall be filed with the Secretary before or after the meeting for which the proxy is given. One holding a Power of Attorney from a unit owner, properly executed and granting such authority, may vote that unit.

ARTICLE VII

MINUTES

Minutes of all meetings of unit owners shall be kept in a book available for inspection by unit owners or their authorized representatives, and Board members at any reasonable time. The Minutes shall be retained by the Association for not less than seven (7) years. The unit owners and their authorized representatives shall have the right to make or obtain copies at reasonable expense, if any, of the unit owner.

ARTICLE VIII

CONDUCT OF MEETINGS

At meetings of the membership, the President, or in his absence, the Vice President, shall preside, or in the absence of both, the membership shall select a chairman. Order of business at the annual meeting of the membership, and, as far as applicable and practicable at any other members' meeting shall be as follows:

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A. Calling of the roll and certifying of voting delegates and proxies;

B. Proof of notice of meeting or waiver of notice;

C. Reading of Minutes;

D. Report of officers;

E. Report of committees;

F. Appointaent by the President of inspectors of election;

G. Election of directors;

H. Unfinished business;

I. New business;

J. Adjournment.

ARTICLE IX

DIRECTORS

A. Number and qualifications. The affairs of the association shall be managed initially by a board consisting of one director selected by the Developer. At the organizational meeting of the members of the Association, the Developer shall select a board of three directors. When unit owners other than the Developer are entitled to elect a majority of the directors, the Board shall be composed of any odd number of directors that the unit owners may decide. The number of directors, however, shall never be less than three. Other than those selected by the Developer, directors must be either unit owners; tenants residing in the condominium; officers of a corporate unit owner; or partners of the partnership unit owner. No director (except those selected by the Developer) shall continue to serve on the Board after he ceases to be a unit owner or tenant residing in the condominiums.

B. Election of directors. Directors shall be elected at the annual meeting of members by a plurality of the votes cast. Each voter shall be entitled to cast votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Not less than 60 days before the annual meeting of the members, a nominating committee of five members shall be appointed by the Board of Directors and the committee shall nominate one person for each directorship to be filled. Nominations for additional directorships created at the meeting

shall be made from the floor. Other nominations also may be made from the floor.

C. Term. Each director's term of service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in (E). The members, however, at any annual meeting after the Developer has relinquished control of the Association and in order to provide a continuity of experience, may vote to create classes of directorships having a term of one, two or three years so that a system of staggered terms will be initiated.

D. Vacancies. Except as to vacancies resulting from removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining directors. Any director elected to fill a vacancy shall hold office only until the next election of directors by the members; irrespective of the length of the remaining term of the vacating director.

E. Removal. Any director, except those selected by the Developer, may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by 10% of the unit owners giving notice of the meeting as required by the Bylaws. The notice shall state the purpose of the meeting. Any vacancy on the Board of Directors thus created shall be filled by the members of the Association at the same meeting. If more than one director is subject to recall, there shall be a separate vote on the question to remove each director.

F. Disqualification and resignation. Any director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt by the Secretary, unless it states differently. Any Board member elected by the unit owners who is absent from more than three consecutive regular meetings of the Board, unless excused by resolution of the Board, shall be deemed to have resigned from

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the Board of Directors automatically, effective when accepted by the Board. Any Board member more than 30 days delinquent in the payment of an assessment shall be deemed to have resigned from the Board, effective when the resignation is accepted by the Board of Directors.

G. Organizational meeting. The organizational meeting of a newly elected Board of Directors shall be held within 10 days of their election at a place and time that shall be fixed by the directors at the meeting at which they were elected and without further notice, except notice to unit owners required by Florida Statutes 718.112(2)(c).

H. Regular meetings. The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each director personally or by mail, telephone or telegraph, at least three days before the day named for the meeting with the notice of each meeting posted conspicuously on the condominium property at least 48 hours before the meeting, except in an emergency.

I. Special meetings. Special meetings of the Board of Directors may be called by the President and, in his absence, by the Vice President, and must be called by the Secretary at the written request of one-third of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph. The notice shall state the time, place and purpose of the meeting and shall be transmitted no less than three days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the condominium property at least 48 hours before the meeting, except in an emergency.

J. Waiver of notice. Any director may waive notice of a meeting before, at or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of the meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of the business because the meeting is not lawfully called.

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K. Quorum. A quorum at the meetings of the directors 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 when approval by a greater number of directors is required by the Declaration, Articles or these Bylaws.

L. Adjourned meetings. If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted with proper notice.

M. Presiding officer. The presiding officer at Board meetings shall be the President or, in his absence, the Vice President, and in his absence, the directors present shall designate any one of their number to preside.

N. Minutes of meetings. The Minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by unit owners or their authorized representative and Board members at any reasonable time. The Association shall retain these Minutes for a period of not less than seven (7) years. Unit owners and their authorized representative shall have the right to make written notations from the Minutes or to make or obtain copies, at the reasonable expense, if any, of the Unit Owner.

O. Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

ARTICLE X

ELECTION OF DIRECTORS BY UNIT OWNERS

A. When unit owners other than the Developer own 15% or more of the units in the condominium they shall be entitled to elect no less than one-third of the members of the Board of Directors.

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B. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors at the earliest of:

i. three years after 50% of the units that ultimately will be operated by the Association have been conveyed to purchasers; or

ii. three months after 90% of the units that ultimately will be operated by the association have been conveyed to purchasers; or

iii. when all the units that ultimately will be operated by the Association have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business; or

iv. when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

C. Developer member. The Developer is entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least 5% of the units that ultimately will be operated by the Association, if that number shall be fewer than 500 units, and 2% if that number shall be more than 500 units.

D. Election. Within 60 days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than 30 days' nor more than 40 days' notice of a meeting of the unit owners to elect the member or members of the Board of Directors. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

E. Relinquishment of control. Either before or not more than 60 days after the time that the unit owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall relinquish control of the Association and the unit owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the unit owners and of the Association held or controlled by the

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Developer, including but not limited to those items specified in the Act.

F. Early transfer. Nothing contained in these Bylaws shall be deemed to prevent the Developer from transferring control of the Association to unit owners other than the Developer before the occurrence of the events described in this section.

ARTICLE XI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. The Board of Directors shall have power:

- i. To call the meetings of the members.
- ii. To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever.
- iii. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.
- iv. To adopt and publish rules and regulations governing the use of the common areas of Golfvista Condominium Association, Inc. or any portion thereof.
- v. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
- vi. To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to members in the Declaration of Condominium for Golfvista Condominium Association, Inc. or the Articles of Incorporation of the Association.

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2. It shall be the duty of the Board of Directors:
- i. To cause to be kept a complete record of all its acts and corporate affairs.
 - ii. To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
 - iii. With reference to assessments of the Association:
 - (a) To fix the amount of the assessment against each member for each assessment period in accordance with the provisions of the Declaration; and
 - (b) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and,
 - (c) To send written notice of each assessment to every member subject thereto.
 - iv. To issue or to cause an appropriate officer to issue, upon demand by any authorized person, a certificate in recordable form setting forth whether any assessment has been paid; and, if not, the amount then due and owing. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
 - v. To make payment of all ad valorem taxes assessed against Association property, real or personal.
 - vi. To pay all expenses incurred by the Association for repairs, maintenance, services, insurance and other operating expenses.
 - vii. To enforce by appropriate legal means the provisions of the Articles of Incorporation and these Bylaws of the Association, the aforesaid Declaration, and any and all applicable laws and regulations.

ARTICLE XII

OFFICERS

A. Executive officers. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, and a Secretary/Treasurer.

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The officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all the directors. A person may hold more than one office.

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

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

D. Secretary/Treasurer. The Secretary/Treasurer shall keep the Minutes of all proceedings of the directors and members. He shall attend to the 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.

The Secretary/Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with generally accepted accounting principals and shall make said records available to the Board of Directors for examination at all reasonable times. He shall submit a Treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of Secretary/Treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

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ARTICLE XIII

ASSESSMENTS

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

ARTICLE XIV

RULES AND REGULATIONS

The Board of Directors may adopt and amend, from time to time, reasonable rules and regulations governing the details of the use and operation of the common elements, common areas and recreational facilities serving the condominium. A copy of the rules and regulations adopted from time to time by the Board of Directors, and the amendments to existing rules and regulations, shall be posted in a conspicuous place on the condominium property and a copy furnished to each unit owner. No rule, regulation or amendment shall become effective until thirty (30) days after posting. Any rule or regulation created and opposed by the Board of Directors must be reasonably related to the promotion of the health, happiness and peace of mind of the unit owners and uniformly applied and enforced.

ARTICLE XV

INDEMNIFICATION

Every officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorney's fees incurred and imposed in connection with the proceeding to which he may be a party, or in which he may become involved by reason of being or having been an officer or director of the Association, whether or not he is an officer or director at the time the expenses are incurred. The officer or director shall not be indemnified if he is adjudged guilty of gross negligence or willful misconduct or shall have breached his fiduciary duty to the members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors.

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ARTICLE XVI

AMENDMENTS

These Bylaws may be altered or repealed by new Bylaws adopted by a majority vote of the voting rights at the annual meeting or at any special meeting of the members. No amendment shall be made that is in conflict with the condominium act or the Declaration, nor shall any amendment abridge, alter or amend the rights of the Developer or mortgagees of units without their consent. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly amended as an amendment of the Declaration and Bylaws. A certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a Deed. The amendments shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of the county.

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ARTICLE XVII

MANAGER AND EMPLOYEES

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

ARTICLE XVIII

FIDELITY BONDS

All officers and directors shall be bonded by a surety company elected by the Board in an amount of not less than \$10,000.00 for each such officer and director to insure the proper handling of all cash funds and other corporate assets. The costs of such bonds shall be paid by the Association.

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NANEN E. HUSHING
CLERK OF SUPERIOR COURT
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