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INSTRUMENT # 2012108308 48 PGS
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**CERTIFICATE OF AMENDMENT OF THE
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM LE CHATEAU, A CONDOMINIUM,
ARTICLES OF INCORPORATION OF LE CHATEAU ASSOCIATION, INC.
AND BYLAWS OF LE CHATEAU ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT is executed this 20th day of July, 2012, by **LE CHATEAU ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter "Association").

RECITALS

WHEREAS, the Association has been established for the operation of Le Chateau, in accordance with the Amended and Restated Declaration of Condominium Le Chateau, A Condominium that was recorded in Official Records Instrument #2004040092, of the Public Records of Sarasota County, Florida, as amended from time to time ("Declaration"); and,

WHEREAS, the Amended and Restated Articles of Incorporation Le Chateau Association, Inc. ("Articles of Incorporation") were filed with the State of Florida on March 8, 2004 with the Declaration in Official Records Instrument #2004040092 of the Public Records of Sarasota County, Florida, as amended from time to time; and,

WHEREAS, the Amended and Restated Bylaws Le Chateau Association, Inc. ("Bylaws") were also recorded with the Declaration in Official Records Instrument #2004040092 of the Public Records of Sarasota County, Florida; and,

WHEREAS, new Amended and Restated versions of the Declaration, the Articles and the Bylaws were submitted to the Members of the Association at a Special Meeting of the Members held on March 20, 2012, which Special Meeting was duly noticed in accordance with Article 2 of the Bylaws; and,

WHEREAS, not less than fifty-one percent (51%) of the Units in the Condominium voted to approve the new Amended and Restated Declaration; and,

WHEREAS, not less than a majority vote of the Members of the Association voted to approve the new Amended and Restated Articles Incorporation and Bylaws; and,

WHEREAS, the Board of Directors of the Association voted to approve the new Amended and Restated Bylaws at a Board of Directors Meeting held on March 20, 2012 at which a quorum was present and which Board of Directors Meeting was duly noticed in accordance with Article 3 of the Bylaws;

NOW THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Declaration, Articles of Incorporation and Bylaws recorded in the Official Record Instrument described above have hereby been replaced by the new Amended and Restated versions of the Declaration, Articles of Incorporation and Bylaws that are attached hereto.
3. All current and future Members of the Association are hereby bound by the attached documents.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 20th day of July, 2012.

WITNESSES:

Le Chateau Association, Inc.,
a Florida not-for-profit corporation

[Signature]
Print Name: JOHN T REDO

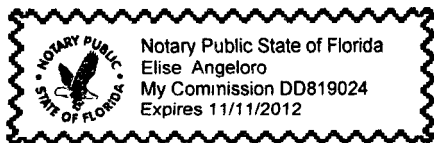
By: [Signature], President

[Signature]
Print Name: KATHRYN CHESLEY

(Seal of Corporation)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20th day of July, 2012, by JEROME CHESLEY, as President of Le Chateau Association, Inc., a Florida not-for-profit Corporation. He/She (who is personally known to me) (who has produced _____ as identification) and (did) (did not) take an oath.



[Signature]
Signature of Notary Public
Print name EUSE ANGELORO

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have set their hands and seals
this 20th day of JULY, 2012.

WITNESSES:

Le Chateau Association, Inc.,
a Florida not-for-profit corporation

Laura Pearson

By: *Paul Tschirhart*
Secretary

Print Name: LAURA PEARSON

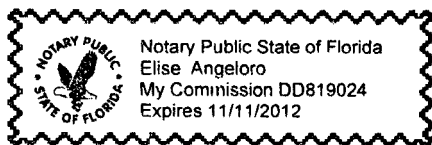
Charles J. Binkowski

Print Name: CHARLES J. BINKOWSKI

(Seal of Corporation)

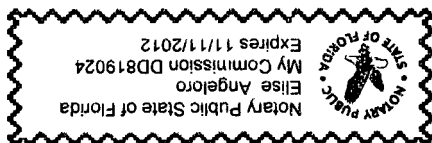
STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20th day of
JULY, 2012, by PAUL TSCHIRHART, as Secretary of
Le Chateau Association, Inc., a Florida not-for-profit Corporation. He/She (who is
personally known to me) (who has produced _____ as
identification) and (did) (did not) take an oath.



Elise Angeloro
Signature of Notary Public

Print name ELISE ANGELORO



**Substantial rewording of Declaration of Condominium
See original document for original text.**

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM

LE CHATEAU, A CONDOMINIUM

**ARTICLE 1
DEDICATION**

That certain property situated in Sarasota County, Florida, which property is more particularly described on Pages 951 and 1007 of Official Record Book 899, Public Records of Sarasota County, Florida, and further described on Exhibit "A" attached hereto, is by this Declaration of Condominium submitted to Condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Condominium Act. The original Declaration of Condominium of Le Chateau, a Condominium, recorded at official Record Book 899, Page 951, et seq. of the Public Records of Sarasota County, Florida, was originally recorded on June 3, 1971.

**ARTICLE 2
IDENTIFICATION**

The name by which this Condominium is to be identified is LE CHATEAU, A CONDOMINIUM. The address of the Condominium is 37 sunset Drive, Sarasota, Florida 34236.

**ARTICLE 3
DEFINITIONS**

For all purposes, the terms used in this Declaration of Condominium, the Articles of Incorporation and the Bylaws of the Association shall have the meanings stated in the Condominium Act and as set forth below, unless the context otherwise requires. Also, throughout the Declaration of Condominium, Articles of Incorporation and Bylaws, whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include all genders.

- A. ARTICLES OF INCORPORATION or Articles means Articles of Incorporation of the Association
- B. ASSOCIATION means LE CHATEAU ASSOCIATION, INC.
- C. BYLAWS mean the Bylaws of the Association.

D. COMMON EXPENSES means all expenses and assessments properly incurred by the Association for the Condominium and shall include:

1. Expenses of maintenance, operation, repair or replacement of the common elements and the portions of the units to be maintained, repaired or replaced by the Association.

2. The expenses declared common expenses by provisions of this Declaration or the Bylaws.

3. Any valid charge against the Condominium property as a whole.

4. Charges for utility services, except such service as is metered separately to an apartment or unit.

5. Insurance premiums on Association policies required or allowed by the provisions of this Declaration or by applicable law.

6. Administrative costs of operating the Association and all other expenses of carrying out the powers and duties of the Association.

E. CONDOMINIUM means all of the condominium property of LE CHATEAU, A Condominium, as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

F. DECLARATION OF CONDOMINIUM or Declaration means this Declaration of Condominium of the Condominium.

G. RULES means the Rules and Regulations governing the use and occupancy of the Condominium property adopted by the Association Board of Directors as provided herein and the Articles of Incorporation and Bylaws.

H. UTILITY SERVICES means electric power, gas, water, heat, air conditioning, sewer, garbage collection, cable television, and computer connectivity.

ARTICLE 4 UNIT IDENTIFICATION

The Condominium shall consist of twenty-seven (27) units located in one building, numbered 11 through 14 on the first floor, 21 through 24 on the second floor, 31 through 34 on the third floor, 41 through 44 on the fourth floor, 51 through 54 on the fifth floor, 61 through 64 on the sixth floor and 71 through 73 on the seventh floor, all numbers inclusive.

ARTICLE 5 PLAT

A survey of the land, showing the improvements thereon, and a graphic description of the improvements, a plat plan locating the improvements thereon, a floor plan identifying each unit, the common elements and the limited common elements and their relative locations and approximate dimensions, are attached hereto, incorporated herein and marked Exhibit "B". The Condominium units shall be known and numbered as described in said Exhibit "B".

ARTICLE 6 UNIT AND APPURTENANCES

The boundaries of each unit are as follows:

A. **UPPER AND LOWER BOUNDARIES.** The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

1. **Upper Boundaries.** The horizontal plane of the lower surfaces of the ceiling slab.
2. **Lower boundaries.** The horizontal plane of the lower surfaces of the floor slab.

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

1. **Exterior Building Walls.** The intersecting, vertical planes adjacent to and which include the interior of the outside walls of the building bounding a unit and fixtures thereon, and when there is attached to the building a balcony or patio serving only the unit being bounded, such boundaries shall be the intersecting, vertical planes adjacent to and which include all of such structures and fixtures thereon.

2. **Interior Building Walls.** The vertical planes of the center line of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

- (a) When walls between units are of varying thickness or abut a column or shaft, the plane of a center line of a bounding wall shall be extended to an intersection with the connecting, bounding plane without regard to the plane of the center line of an intervening column or shaft.

- (b) When walls of a different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half (1/2) the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

C. **COMMON ELEMENTS.** The common elements include the land and all other parts of the Condominium not within the units, unless otherwise provided herein.

1. **Air Space.** All air space lying within and over the boundaries of the Condominium extended vertically, as infinitum, is hereby declared to be a common element.

2. **Laundry Space.** The laundry areas upon each floor are hereby declared to be limited common elements, reserved for the use of the particular units to which they are assigned.

3. **Automobile Parking Space.** In the event particular parking areas are assigned to particular units, then the said parking areas shall be declared to be limited common elements; however, in the event that parking areas are not assigned to particular units, but are merely made available for the unit owners on an unassigned basis, then the said parking areas are hereby declared to be a common element.

4. **Balconies.** The balcony or patio appurtenant to each unit shall neither be common elements nor limited common elements, but is a part of the unit.

5. **Air Conditioning Units.** Any air conditioning equipment, including compressors, used exclusively by a unit is a part of that unit and is not a common element or a limited common element.

6. **Lobby and Detached Manager's Apartment.** The lobby, hallways, elevators, and the detached manager's apartment are common elements.

D. **LIMITED COMMON ELEMENTS** means and includes those common elements that are reserved for the use of a certain unit or units as described herein.

ARTICLE 7 EASEMENTS

A. **ACCESS.** Each owner of a unit shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from the unit over the common elements.

B. **ENCROACHMENTS.** All Condominium property shall be subject to perpetual easements for encroachments which exist or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachment no longer exists.

C. **UTILITY SERVICES.** Easements are reserved through the Condominium property, as may be required by utility services in order to serve the Condominium adequately. Such easements through a unit shall be only according to the plans and specifications for the particular building, unless approved in writing by the unit owners. Easements as may be

necessary through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to more than one unit or to the common elements are hereby declared to be common elements.

D. PERCENTAGE OF COMMON ELEMENTS AND COMMON EXPENSES. The undivided shares of the common elements, the manner of sharing common expenses, and owning common surplus shall be in the percentages set forth in Exhibit "C", which is attached hereto and made a part hereof.

ARTICLE 8 ASSESSMENTS

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

A. INTEREST AND LATE CHARGE, APPLICATION OF PAYMENTS. Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid and shall incur a late charge equal to the greater of twenty-five dollars (\$25.00) or five percent (5%) of the delinquent payment. All payments upon account shall be first credited to any interest and late charges, then to any collection costs and attorney's fees and then to the assessment payments first due.

B. ACCELERATION. If a unit owner is in default in the payment of an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

C. LIEN FOR ASSESSMENTS. The Association shall have a lien on each Condominium unit for any unpaid assessment and interest thereon against the owner of such Condominium parcel until paid. Such lien shall also secure subsequent assessments, interest and late charges, as well as reasonable attorney's fees and costs incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such lien shall be executed and recorded in the Public Records of Sarasota County, Florida, and perfected as provided by Section 718.116, Florida Statutes. The foreclosure proceeding shall be brought in the name of the Association.

ARTICLE 9 ASSOCIATION

A. **AUTHORITY.** The name of the Association that will operate the Condominium is LE CHATEAU ASSOCIATION, INC. This Association is a Florida corporation not for profit.

B. **MEMBERSHIP.** Each unit owner in the Condominium, as shown by the Public Records of Sarasota County, Florida, shall automatically be a member of the Association, and said membership shall terminate when he no longer owns a unit.

C. **POWERS AND DUTIES.** The Association has the powers and duties given to it by the Declaration of Condominium, the Articles of Incorporation, Bylaws and Chapter 718, Florida Statutes. The Association may adopt and enforce uniform rules concerning the maintenance, repair, replacement, use, and occupation of the Condominium property.

ARTICLE 10 AMENDMENT OF DECLARATION

A. **AMENDMENT.** The Declaration may be amended at any time by the affirmative vote of the owners of not less than fifty-one percent (51%) of the units in the Condominium, except that an affirmative vote of one hundred percent (100%) of the unit owners shall be required to amend the percentages of the common elements, common expenses and the common surplus as provided herein.

B. **EXECUTION AND RECORDING.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Association and attested to by the Secretary or Assistant Secretary of the Association, with the formality of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

ARTICLE 11 MAINTENANCE, ALTERATION AND IMPROVEMENTS

A. **BY THE UNIT OWNER.** The responsibility of the owners of each unit shall be as follows:

(1) To maintain, repair, and replace at the owner's expense, all portions of the unit, except the portions to be maintained, repaired and replaced by the Association. Such maintenance, repair, and replacement shall be done without disturbing the rights of other unit owners. The portions of the unit which the unit owner shall maintain, repair, and replace include, but are not limited to, exterior doors and windows and the frames and assemblies thereof; lighting fixtures; heat and air conditioning systems; water heaters, bathroom fixtures, kitchen cabinets and other fixtures; electrical and plumbing lines, and components exclusively serving the unit and within the unit up to the electrical meter or plumbing trunkline connection to the unit.

(2) Not to change the exterior appearance of any portion of the unit, [whether or not that portion of the unit is exterior for the purpose of this Article 11, except upon prior written Association approval or as otherwise provided herein. The Association shall approve no change by a unit owner that alters the appearance of the condominium from outside the unit except as part of a uniform change applicable to all units, or as otherwise provided in Article 14(E) herein. However, the owner of any end unit on floors two through seven may remove and wall up the secondary entrance door to the unit (the east door), provided that the wall is placed in a condition and appearance the same as the surrounding walls and provided that the alterations complies with all applicable building codes and other government regulations.

(3) Not to replace or otherwise change any unit window in a manner that alters its design except that windows on the south and east sides of the building may be replaced with windows that match the existing Pro-view design.

B. BY THE ASSOCIATION. The responsibility and authority of the Association shall be as follows:

(1) Maintenance and repair of the common elements is the responsibility of the Association.

(2) The Association shall maintain, repair, and replace all exterior portions of the unit structure, including but not limited to roofs, balcony slabs and patio slabs and railings, exclusive of the exterior doors and windows including the frames thereof, as a common expense or on a unit by unit basis at the expense of the owner of each unit for the work performed on that unit, or as a combination thereof. Notwithstanding the foregoing, the Association may paint the exterior of the entrance doors of the units in the course of painting unit exteriors, as a common expense and may replace any unit window at the expense of the unit owner.

(3) The Association shall maintain, repair, and replace all conduits, ducts, plumbing, wiring and other facilities within a unit for the furnishing of utility services to part or parts of the Condominium property other than the unit within which contained, as well as all such components exterior to the electricity or water meter serving the unit and all sewer lines outside the unit.

C. RIGHT OF ACCESS. The Association, its agents, or employees, shall have the irrevocable right to have access to each unit from time to time at reasonable hours as may be necessary for the maintenance, repair, or replacement of any common elements or portion of the unit for which the Association is responsible, or as necessary to prevent damage to the common elements or to a unit or units.

D. LIABILITY FOR INJURY OR DAMAGE. Notwithstanding the duty of the Association to maintain, replace and repair parts of the Condominium property, the Association shall not be liable to unit owners for injury or damage (other than the cost of maintenance, repair and replacement caused by a latent condition of the property to be

maintained, repaired, and replaced by the Association or caused by the elements or other owners or persons).

E. **ALTERATIONS AND IMPROVEMENTS.** There shall be no material alterations or improvement to the common elements or Association real property except upon the affirmative vote of sixty-six and two-thirds (66-2/3%) of all members of the Association other than those alterations authorized by the Declaration or necessary for maintenance, repair, replacement or protection.

F. **ENFORCEMENT OF UNIT OWNER MAINTENANCE RESPONSIBILITIES.** In the event the owner of a unit fails to maintain, repair or replace any portion of the unit as required in Section A of this Article 11, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, and shall be entitled to recover court costs and reasonable attorneys' fees; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to make necessary improvements or corrections. After such assessment, the Association shall have the right for its agents or employees to enter a unit and to do the necessary work. The Association shall have the same remedies to collect such an assessment, including but not limited to lien rights, as it has for an assessment for common expenses.



ARTICLE 12 INSURANCE

The Association shall procure, maintain, and pay for as part of the common expense the following insurance:

A. COVERAGE

1. **Casualty.** Casualty insurance covering all of the units and common elements in an amount equal to the maximum insurance replacement value thereof, exclusive of parking and driveway excavation and foundation costs, as determined annually by the insurance carrier, with reasonable deductibles determined appropriate by the Board. Such coverage shall afford protection against:

(a) Loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsements, and such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in constructions, location and use to this Condominium, including but not limited to vandalism, malicious mischief, windstorm, water damage, flood and war risk insurance, if available.

(b) The Association may include in the casualty insurance covering the units, as required in this section A, like casualty insurance covering the interior partitions, bathroom and kitchen fixtures, kitchen cabinets and appliances, water heaters and heating and air-conditioning equipment which serve a particular unit. Such coverage may include windstorm or water damage if the costs are unreasonably high or may include deductibles in the discretion of the Association. Notwithstanding any other provision hereof, in accordance

with the state law every hazard insurance policy of the Association issued or renewed after January 1, 2004, shall provide primary coverage not only for the common elements, limited common elements and any property owned by the Association, but also for the Condominium property located inside the units as such property was initially installed or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the unit was initially conveyed, excluding all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements for any of the foregoing which are located within the boundaries of a unit and serve only one unit and all air conditioning compressors that service only an individual unit, whether or not located within the unit boundaries. The foregoing is intended to establish the property or casualty insuring responsibilities of the Association and those of the individual unit owner and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual unit owner.

2. **Public Liability.** Public liability and property damage insurance covering all units and common elements in such amounts and in such form as the Board of Directors determines appropriate, including, but not limited to, personal injury and property damage protection, personal injury and property damage protection to the owners and their families using the common elements, water damage, legal liability, hired automobile, non-owned automobile, and off premises employee coverage.

3. **Workers' Compensation Insurance.**

4. **Additional Insurance.** Such other insurance coverage as the Board of Directors of the Association in its discretion may determine from time to time to be in the best interests of the Association and unit owners.

5. **Cross-Liability Endorsements.** All liability insurance maintained by the Association shall contain cross-liability endorsements to cover the liability of the unit owners as a group to a unit owner.

B. **PROCEEDS.** All insurance coverage authorized to be purchased shall be purchased by the Association for itself and for the benefit of all owners of units and their respective mortgagees, as their interest may appear. The company or companies with whom the Association shall place its insurance coverage must be good and responsible companies authorized to do business in the State of Florida.

C. **DISTRIBUTION OF PROCEEDS.** All policies of casualty insurance covering the condominium property shall provide for the insurance proceeds covering any loss to be payable to the Association, and the same shall be received and held by the Association for the benefit of the owners of the units involved and their respective mortgagees, as their interests may appear, and shall be used, applied or distributed in the manner hereinafter provided.

D. **ASSOCIATION AS AGENT.** The Association is hereby declared to be appointed as the authorized agent for all owners of units for the purpose of negotiating or agreeing to a settlement as to the value or extent of any loss which may be covered under any policy of casualty insurance, and is granted the full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance procured by the Association pursuant to the foregoing.

E. **MORTGAGEES.** Upon request, the Association shall furnish to holders of mortgages on any of the units copies of the insurance policies involving such unit and evidence that the premiums for the same have been paid.

F. **UNIT OWNER RESPONSIBILITY.** The risk of loss or damage to all furniture, furnishings, personal effects, window coverings, screens, floor coverings and all personal property either in a unit or elsewhere on the Condominium property, not a common element or owned by the Condominium Association, shall be the responsibility of persons other than the Association. Section A, subsection 1, Paragraph (b) of this Article 12 is designed to obtain a lower cost; it does not change ownership or risk of loss.

ARTICLE 13 RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

A. **DAMAGE TO COMMON ELEMENTS.** If any part of common elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

1. **Partial Destruction.** Partial destruction (which shall be deemed to mean destruction which does not render one-half (1/2) or more of the units untenable) shall be reconstructed or repaired unless this Condominium is terminated at a meeting of the members of the Association which shall be called prior to commencement of such reconstruction or repair or unless seventy-five percent (75%) of the unit owners vote against such reconstruction or repair.

2. **Total Destruction.** Total destruction (which shall be deemed to mean destruction which does render one-half (1/2) or more of the units untenable) shall not be reconstructed or repaired unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted; then within thirty (30) days thereafter, seventy-five percent (75%) of the unit owners vote in favor of such reconstruction or repair.

3. **Reconstruction.** Any such reconstruction or repair shall be substantially the same as the original construction.

4. **Encroachments.** Encroachments upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the unit owner upon whose property such encroachments exists,

provided that such reconstruction was either substantially in accordance with the plans and specifications or as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.

B. **DAMAGE TO ONE UNIT.** If the damage is 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 and repair after casualty shall be that of the Association as follows:

1. **Estimate of Costs.** Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to replace the damage property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bond as the Board of Directors desire.

2. **Assessments.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessments shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If, at any time during reconstruction and repair, or upon completion of 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 property in sufficient amounts to provide funds for the payment of such costs.

C. **CONSTRUCTION FUNDS.** The funds for payment costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against unit owners, shall constitute an amount to be known as Reconstruction and Repair Account which shall be disbursed in payment of such costs in the following manner:

1. **Unit Owner.** The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner; to such contractors, suppliers, and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the unit owner may direct, or if there is a mortgagee endorsement, then to such payees as the unit owner and the mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the unit owner to make such reconstruction or repair.

2. **Association – lesser Damage.** If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

3. **Association – Major Damage.** If the amount of the estimated costs of reconstruction and repair of the building or other improvement is more than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

4. **Surplus.** It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the unit owners who are the beneficial owners of the fund.

5. **Application of Insurance Proceeds.** When the damage is to both common elements and units, the insurance proceeds shall be applied first to the costs of repairing the common elements and the balance to the units in the shares above stated.

6. **Delegation.** Each unit owner shall be deemed to have delegated to the Board of Directors of the Association his right to adjust with insurance companies all losses under policies purchased by the Association, except in any case where the damage is restricted to one (1) unit.

ARTICLE 14 USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists:

A. **EXTERIOR ALTERATION.** No unit owner shall modify that appearance of any portion of the unit visible from outside the unit, including exterior doors, windows, porches or balconies (including but not limited to all floors thereof), except as either part of a uniform alteration approved by the Association pursuant to Article 11, Section A, Paragraph 2 hereof, or as otherwise provided in Section E of this Article 14.

B. **NUISANCE.** Occupants of Condominium units shall not suffer, permit, or maintain in or on their premises loud noises or obnoxious odors, nor any other activity that would constitute a nuisance or source of unreasonable annoyance to an occupant of any other unit.

C. **PETS.** No pets are permitted in any Condominium unit or anywhere on the Condominium property, except that one cat or one dog not over fifteen (15) pounds in weight may be kept in the maintenance manager's residence at the entrance to the Condominium and may be carried on and off the Condominium property to and from that residence.

D. **RESIDENTIAL USE.** Each Condominium unit shall be used exclusively as a residential dwelling, and no business or trade shall (including but not limited to garage sales and yard sales) be permitted or conducted thereon or therein.

E. **FLOOR COVERING.** Unit owners must carpet all floors in their units or use other floor coverings that in the opinion of the Association will not transmit sound, except bathrooms, kitchens and outside areas. No unit owner may alter or cover the tile flooring of the balcony or the paver flooring of the patio except provided as follows:

An owner of units located on floors two (2) through seven (7) desiring to change the tile on a Unit balcony shall submit a written request to the Association Board of Directors including proposed plans, a sample of the tile to be installed, and a description for the tile pattern proposed to be laid. Additionally, an Owner shall submit the identity of the individual or company proposed to perform the work, and projected commencement and completion dates. All proposed contractors must be properly licensed in the State of Florida, as necessary, as well as any other applicable governmental bodies, divisions or subdivisions, and must provide proof of insurance coverage to the Association Board of directors prior to commencing work. An Owner's request to change the tile on a Unit balcony must not include a proposal to change the railing on a Unit balcony. Unit balcony railings may only be replaced in compliance with Article 11, Section A, Paragraph 2 hereof.

The Association Board of Directors shall approve or disapprove an Owner's written request within forty-five (45) days after receipt of the request. If the Association Board of Directors does not respond to the written request within forty-five (45) days after receipt of the request, the request shall automatically be deemed approved.

If an Owner receives approval from the Association Board of Directors to replace the tile on a Unit balcony, that Owner shall notify the Association Board of Directors after the existing tile has been removed, upon which time the Association Board of directors shall have the balcony slab inspected by a person or persons selected in its discretion to assure that the slab has not been damaged, and is not in need of repairs. An Owner shall not install new tile until the Association performs this inspection and makes any necessary repairs, the cost of which shall be borne by the Association, unless damage is a result of the Owner's project. Any damage to the balcony slab incurred as a result of the removal of the tile or any other part of the Owner's project shall be paid for by the Owner, as shall the cost of the inspection, but undertaken and/or overseen by the Association.

If there is any deviation from an Owner's approved plans for the replacement of tile on a unit balcony, such improvements shall be in violation of this Article 14(E) to the same extent as if erected without prior approval of the Association Board of Directors. The Association Board of Directors or any

owner may maintain an action at law or in equity for the removal or correction of the non-conforming tile, and, if successful, shall recover from the Owner in violation reasonable attorneys' fees and costs and any other expenses or fees incurred in the prosecution thereof.

Existing tile on Unit balconies at the time of recordation of this amendment is grandfathered in and may remain installed. Notwithstanding, any such existing tile may only be replaced upon approval pursuant to this Article.

F. **LAWFUL CONDUCT.** Occupants and unit owners shall keep and obey all laws, ordinances, regulations and rules of all governmental bodies, divisions or subdivisions, insofar as the same pertain to the control or use of such unit.

G. **ANTENNA OR AERIAL.** No exterior antenna or aerial shall be erected except that a satellite dish television antenna one meter (39 inches) in diameter or less, a multi-point distribution system (MDS) television antenna one meter or less in diameter or diagonal measurement or a standard television antenna may be installed on a unit balcony or patio or other portion of a unit, subject to any rules that may be adopted from time to time by the Board of directors, as to the appearance and location of antennas or aerials, provided that no such rule may preclude reception of an acceptable quality signal; unreasonably increase the cost of installation, maintenance or use of the antenna or aerial; or unreasonably delay or prevent the installation, maintenance or use of the antenna or aerial.

H. **EXTERIOR STRUCTURES.** No exterior structures of any sort, including but not limited to air conditioners, wires or lighting fixtures, shall be erected, constructed or maintained on the exterior of the building, except for balcony ceiling fans or those structures that are part of the original construction or like replacements.

I. **EXTERIOR STORAGE.** No unit owner shall permit or maintain any exposed or outside storage or storage containers.

J. **INTERFERENCE.** No apparatus of any sort shall be used or maintained in any unit that will cause interference with radio or television reception in any other unit.

K. **RULES.** The owners, tenants, and occupants of units shall abide by all provisions of this Declaration and all rules promulgated by the Association concerning the occupancy and use of the Condominium units, common elements, and limited common elements.

L. **SIGNS.** No sign of any type shall be maintained, kept, or permitted by or on any part of the common elements or limited common elements, or in or on any unit where the same may be viewed from the common elements or the street, except for those signs specifically approved by the Association Board of Directors.

M. **INTERFERENCE.** No unit owner shall permit or suffer anything to be done or kept in a unit which will increase the insurance rates on any unit, or the common elements or limited common elements, or which will obstruct or interfere with the rights of other members,

nor shall a member commit or permit any nuisance, immoral or illegal act in a unit or upon the common elements or limited common elements.

N. UNIT OCCUPANCY. Any person, other than a tenant, who will occupy a unit in the absence of any owner of the unit or a spouse of such owner must provide to the Association prior to or upon commencement of the occupancy an affidavit, in a form acceptable to the Association, stating that the occupancy is without the payment of rent or other material considerations.

O. PARTITION. No Condominium parcel or unit shall be divided, subdivided, or severed from the realty, nor shall any unit be subject to partition in kind.

P. PARKING. The owners, tenants or other occupants of a unit may park not more than two (2) vehicles on the Condominium property, one in the assigned carport space and one in a nonassigned parking space. However, notwithstanding any of the foregoing, an owner may park a vehicle in another unit's assigned parking space upon filing the written permission of that unit owner with the Association. No boat, trailer, camper, motor home or commercial vehicle may be parked on the Condominium property, with the exception of a commercial vehicle during such time that the commercial service is being provided to an owner, tenant or other occupant of a unit or to the Association. A commercial vehicle is a vehicle with commercial markings or which is otherwise evidently used for commercial purposes. Also, no vehicle that is not operative, is not currently licensed, or is so deteriorated as to be unsightly in the opinion of the Association Board of Directors may be parked on the Condominium property.

ARTICLE 15 SALE, RENTAL, LEASE, OR TRANSFER

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the sale, lease, or other transfer of units by any owner or mortgagee shall be subject to the following provisions.

A. TRANSFERS SUBJECT TO APPROVAL.

(1) **Sale or Lease.** No unit owner may dispose of any interest in a unit by sale or lease without the prior written approval of the Association Board of Directors, except to another unit owner.

(2) **Other Transfer.** If any unit owner shall acquire title by any manner other than purchase and sale, the continuation of his ownership of his unit shall be subject to the approval of the Association Board of Directors.

B. APPLICATION. Applications for approval of transfer shall be in writing, and shall include such information as the Association shall reasonably require on forms that the Board of Directors shall adopt for that purpose, together with a copy of the proposed lease or purchase agreement.

C. **APPROVAL BY ASSOCIATION.** The Association shall either approve or reject a request for approval within thirty (30) days after receipt of notice of a transaction. If the required notice of the Association is not given, then at any time after receiving actual knowledge of a transaction or an event transferring ownership or possession of a unit, the Association may approve or disapprove the transaction or event. If the Association disapproves the transaction or change of ownership or possession, the association shall proceed as if it had received the required notice on the date of such disapproval.

1. **Written Approval.** If the transaction is approved, the approval shall be stated by the Association in written form. Upon any transfer of an interest in a unit, a copy of the recorded deed or other instrument transferring title shall be promptly provided by the unit owner to the Association. The Board of directors may in its discretion require that the copy of the deed or other instrument be certified.

2. **Disapproval.** If the proposed transaction is disapproved by the Association, the unit owner shall be advised in writing of the disapproval, and the reasons therefore, in as much detail as the circumstances will permit, and the proposed sale, lease, or gift shall not be made.

D. **RIGHT OF FIRST REFUSAL.** In the event the Association shall disapprove a proposed sale, it shall have the option to provide a substitute purchaser. The Association shall exercise this option, within thirty (30) days after receipt of notice of the proposed sale, by delivery in person or by certified mail to the transferor of an offer to purchase signed by a purchaser approved by the association offering to purchase the unit for the price stated in the application for transfer or the fair market value of the unit.

E. **FAIR MARKET VALUE.** Fair market value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, appointed by the American Arbitration Association, who shall base their determination upon the average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash.

F. **CLOSING.** The sale shall be closed within thirty (30) days after the delivery or mailing of the offer to purchase, or within ten (10) days after the determination of the price, if it is set by arbitration, whichever is the later.

G. **FAILURE TO ACT.** Failure of the Association to act within thirty (30) days of the receipt of an application for approval of transfer shall be deemed approval of that transaction, and the Association shall issue the certificate of approval.

H. **MORTGAGE.** No unit owner may mortgage a unit or any interest therein without the prior approval of the Association, except to a bank, life insurance company, savings and loan association or to a vendor to secure a portion or all of the purchase price. The

approval of any other mortgagee may be upon conditions determined by the association, or may be arbitrarily withheld. Each unit owner shall provide written notice to the Association of the name, address and telephone number of any mortgagee of the unit and of the mortgage loan number, whether or not the mortgage is to an institutional mortgagee.

I. **EXCEPTIONS.** These requirements of approval of a transfer by the Association shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, or purchase money mortgagee or his assigns. The requirements of approval of a transfer by the Association shall not apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association, or purchase money mortgagee or his assigns or to a purchaser who acquires title at a duly advertised public sale.

J. **UNAUTHORIZED TRANSACTIONS.** Any sale, mortgage, lease, assignment of lease or gift of any unit that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

K. **PERSONAL INTERVIEW.** The Board may require an in-person interview with each proposed purchaser, lessee, or transferee, and with each person who will be residing in the unit, prior to its approval of the proposed transaction, and if required before the Association's approval is due the notice and application for approval shall not be deemed complete until the interview is conducted. The Board, in its discretion, may allow the interview to be conducted by telephone if an in-person interview would cause an undue hardship for the proposed purchaser, lessee, or transferee, in the sole determination of the Board of Directors.

L. **FEE.** The Board shall require the payment of a nonrefundable fee in an amount not to exceed the maximum allowed by law simultaneously with the giving of notice of the intent to sell or lease or notice of acquiring title by other means, and in such event that notice shall not be complete without that fee. No charge shall be made if the lease is a renewal of a lease with the same lessee.

M. **FORMS.** The Board shall promulgate forms, which shall be used for all notices required by this Article 15, and such forms shall be available upon request by any unit owner.

N. **DELEGATION OF BOARD APPROVAL.** In any instance where Board approval is required by this Article 15, the Board may delegate that authority to an officer, committee, or agent appointed by the Board for that purpose.

O. **WHERE NOTICES SENT.** All notices to the Board or the Association as required by this Article 15 shall be sent to the Association at its registered office. All such notices to the unit owner shall be the unit owner's address as listed in the Association's official roster or to such other address as the unit owner shall request in writing to the Association.

P. **LEASE RESTRICTIONS.** No owner shall lease or rent his unit more than once in any twelve (12) month period. No unit shall be permitted to be rented at any time until the owner of record has been in title for a continuous period of not less than two (2) years. This two-year constraint shall apply to all transfers of any interest in the unit, whether conveyed by

sale, gift, inheritance, or change of beneficial interest in a trust or any other method of transferring title. The Board of Directors shall have the authority to make exceptions to the twelve (12) month and two (2) year rules in cases of extenuating circumstances. Surviving joint tenants of a presently existing joint tenancy are exempt from this rule, but it shall apply to personal representatives of decedent's estate and guardians and conservators of incompetent or disabled persons, or their estates. The unit owner shall provide to any tenant prior to commencement of the lease a copy of the use restrictions provided in Article 14 hereof and a copy of the Association's Rules and Regulations.

ARTICLE 16 TERMINATION OF CONDOMINIUM

If all unit owners and the holders of all liens affecting any of the Condominium parcels execute and duly record an instrument terminating the Condominium property, said property shall be deemed to be thereafter owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall then become the percentage of the undivided interest previously owned by such owner in the common elements.

ARTICLE 17 RIGHTS OF FIRST MORTGAGEES

A. CONSENT. Notwithstanding anything contained in this Declaration, the written consent of each institutional lender holding a first mortgage upon a unit shall first be obtained for any material amendment of this Declaration, as defined in the Federal National Mortgage Association (FNMA) Policy on Amendments to Governing Documents of Homeowner's or Property Owner's Association or the Condominium terminated, which said consent shall not be unreasonably withheld. Mortgagee approval of a Declaration amendment shall be conclusively presumed when such mortgagee fails to respond to a written request for approval within sixty (60) days after the mortgagee receives proper notice of the amendment, provided the notice was delivered by certified mail, return receipt requested.

As used in this Declaration of Condominium, the term institutional lender shall be construed to include, but not be limited to, banks, savings and loan associations, insurance companies, Massachusetts business trusts, real estate investment trusts, mortgage bankers, mortgage brokers, and agencies of the United States government.

B. EXCEPTION. Any institutional first mortgagees that obtain title to a unit through mortgage foreclosure or acceptance of a deed in lieu of foreclosure shall not be liable for the share of common expenses assessed to such unit prior to the acquisition of such title unless such share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage and except as otherwise provided by law. Such mortgagee shall pay all common expenses assessed to such unit that shall come due during the period the unit is owned by the mortgagee.

C. **PROOF OF MORTGAGEE CONSENT.** In the event mortgagee approval is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the Public Records of Sarasota County, Florida.

**ARTICLE 18
SEVERABILITY**

Each and every covenant contained in this Declaration of Condominium and all documents incorporated herein shall be construed as being separate and independent, and in the event that any of the same are determined to be invalid or unenforceable, the remainder of the provision hereof shall not be affected thereby but shall remain valid and enforceable to the extent permitted by law.

STATE OF FLORIDA
COUNTY OF SARASOTA

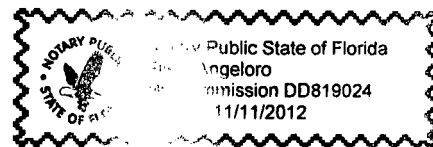
The foregoing instrument was acknowledged before me this 20th day of JULY, 2012, by JEROME CHESLEY as President of Le Chateau Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign Elise Angeloro

Print ELISE ANGELORO

State of Florida at Large (Seal)
My Commission expires:



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20th day of JULY, 2012, by PAUL TSCHIRNAR as Secretary of Le Chateau Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign Elise Angeloro

Print ELISE ANGELORO

State of Florida at Large (Seal)
My commission expires:

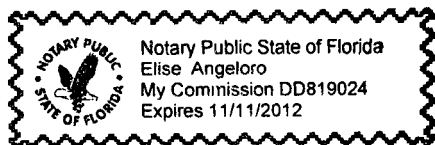


EXHIBIT A

A certain property situated in the City of Sarasota, County of Sarasota, State of Florida, and which property is more particularly described as follows, to-wit:

Lots 4, 5 and 6, Block 3 Sunset Park, as per plat thereof recorded in Plat Book 3, sunset Park as per plat thereof recorded in Plat book 1, Page 308, Public Records of Manatee County, Florida; together with that parcel of land lying Westerly of said Lots 4, 5 and 6, Block 3, Sunset Park, and between the North line of Lot 6 and the South line of Lot 4 extended to the former location of waters of Sarasota Bay; said parcel of land being more specifically described as follows:

Begin at the southwest corner of Lot 4, Block 3, sunset Park, run thence South $89^{\circ} 48'51''$ "West 145 feet more or less, to the outer face of a seawall formerly existing in front of said property; thence North $7^{\circ} 13'36''$ East along the outer face of said seawall 151.14 feet; Thence South $89^{\circ} 48'51''$ "East 149 feet more or less to the Northwest corner of Lot 6, thence Southerly to the P.O.B.; and also

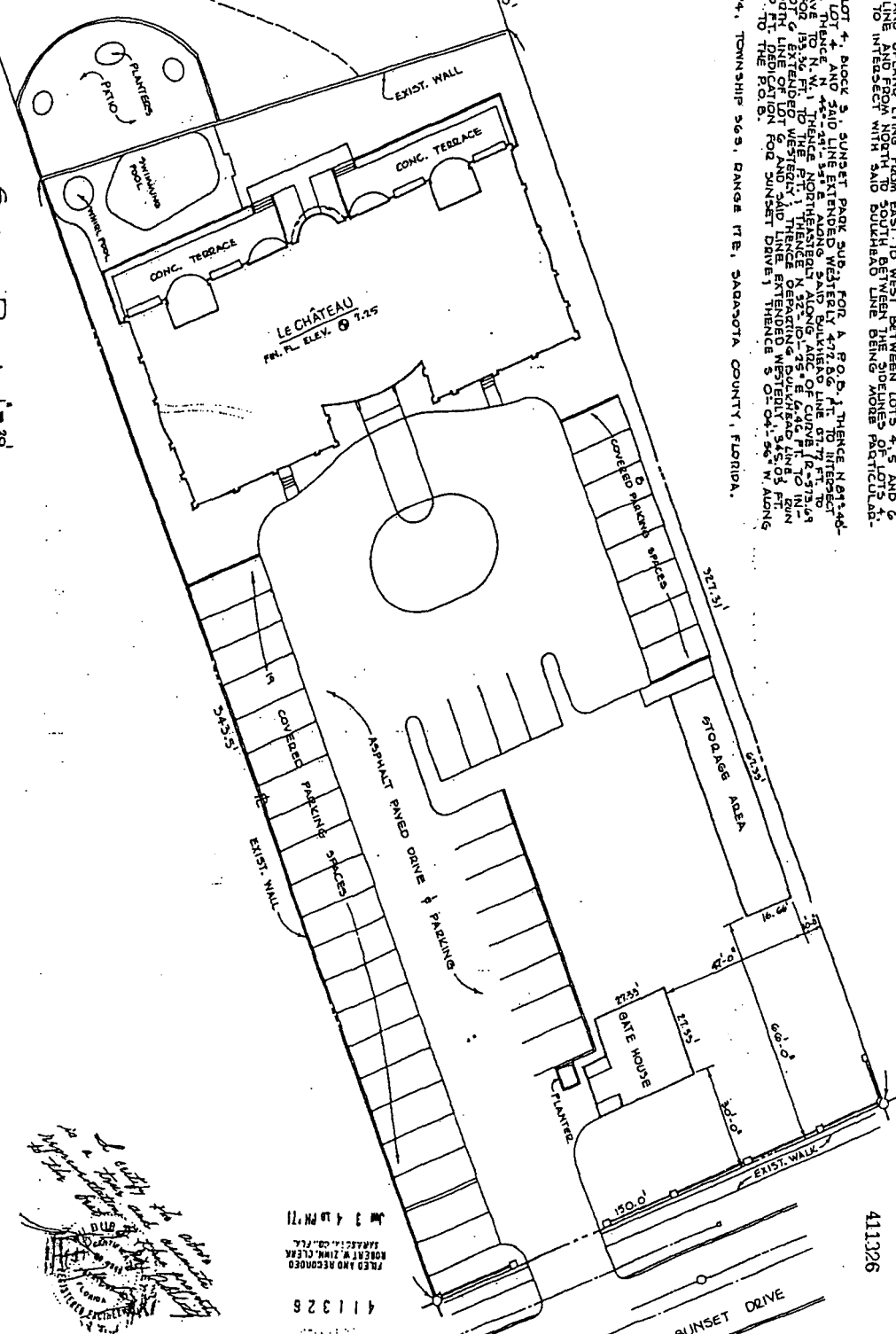
All those lands both submerged and upland lying from East to West between existing concrete seawall and the established bulkhead line and from North to South between the sidelines of Lots 4, 5 and 6 Blk. 3, sunset Park Subd. (P.B. "A", Page 64, Sarasota county Records) extended Westerly to intersect with said established bulkhead line and being more particularly described as follows: commence at the S.E. Corner of Lot 1, Blk. 3, Sunset Park Subd., thence N $89^{\circ} 48'51''$ " W along North line of Lot 3 extended Westerly 131.29' to intersect existing bulkhead line; thence gent curve concave to N. W. (R-673.69', Delta Angle - $13^{\circ} 19' 10''$)' thence NE'ly along arc of said curve, 133.36' to the P.T.; thence N $32^{\circ} 10'25''$ E, 6.46' to the N'ly line of Lot 6 extended W'ly; thence S $89^{\circ} 48'51''$ " E along extended lot line, 22.26' to aforesaid existing concrete seawall; thence S $7^{\circ} 13' 36''$ W along said seawall, 151.14' to the P.O.B., together with any and all riparian rights. Being and Lying in sec. 24, Twp. 36S., Rge. 1 7E, Sarasota County, Florida.

EXHIBIT B

LEGAL DESCRIPTION

LOTS 4, 5 AND 6, BLOCK 3, SUNSET PARK SUB., P. B. "A", PAGE 64, SARASOTA COUNTY RECORDS, AND ALL OTHER LANDS BOTH SUBMERGED AND UPLAND LYING FROM EAST TO WEST BETWEEN LOTS 7, 5 AND 6 AND 5 AND 6 EXTENDED WESTERLY TO INTERSECT WITH SAID BULKHEAD LINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE SE CORNER OF LOT 4, BLOCK 3, SUNSET PARK SUB., FOR A P.O.D. 1. THERE N 81° 46' 51" W ALONG THE SOUTH LINE OF LOT 4 AND SAID SUNSET PARK DRIVE 75.0 FT. TO THE POINT OF BEGINNING. THERE N 44° 41' 51" E ALONG SAID BULKHEAD LINE 37.76 FT. TO THE POINT OF BEGINNING. THERE N 11° 11' 41" E ALONG SAID BULKHEAD LINE 13.78 FT. TO THE POINT OF BEGINNING. THERE N 48° 11' 41" E ALONG THE NORTH LINE OF LOT 5 AND SAID LINE EXTENDED WESTERLY 54.05 FEET TO THE POINT OF BEGINNING. THERE N 81° 46' 51" W ALONG THE NORTH LINE OF LOT 6 EXTENDED WESTERLY 54.05 FEET TO THE POINT OF BEGINNING. THERE N 81° 46' 51" W ALONG THE NORTH LINE OF LOT 6 AND SAID LINE EXTENDED WESTERLY 54.05 FEET TO THE POINT OF BEGINNING. THERE N 150° 00' 00" W ALONG SAID BULKHEAD LINE 150.00 FT. TO THE P.O.D.
 BEING AND LYING IN SECTION 24, TOWNSHIP 26 S, RANGE 17 E, SARASOTA COUNTY, FLORIDA.

**CONDOMINIUM BOOK # PAGE #7
 EXHIBIT "A"
 411326**

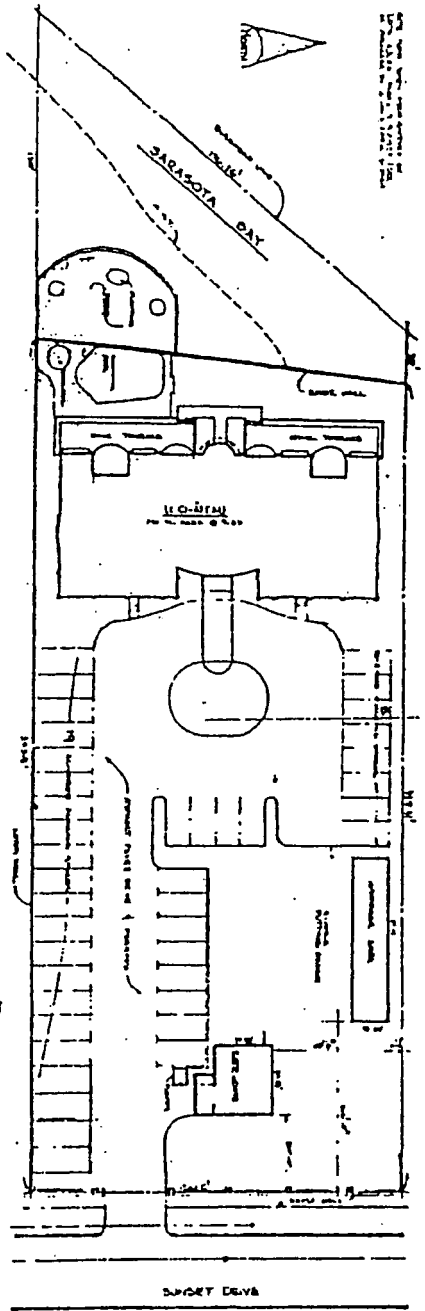


SITE PLAN 1"-30"

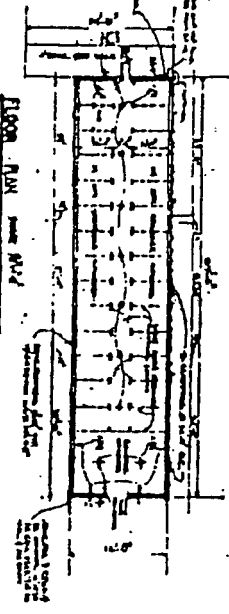
Handwritten notes and signatures:
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411326
 PREPARED AND RECORDED
 ROBERT W. ZIMM, CLERK
 SARASOTA COUNTY, FLA.
 MAR 3 4 1971

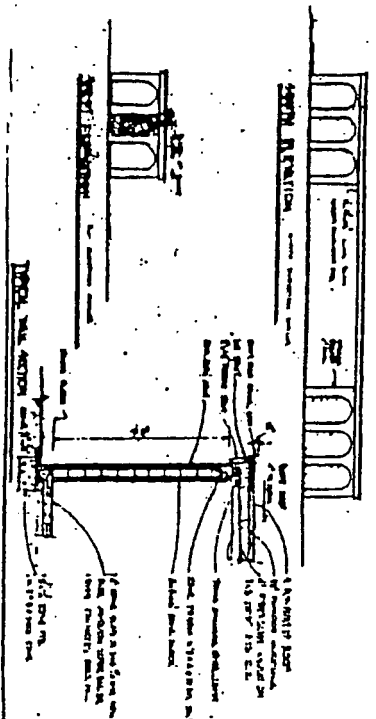
LE CHATEAU
 CONDOMINIUM
 37 SUNSET DR.
 SARASOTA, FLORIDA



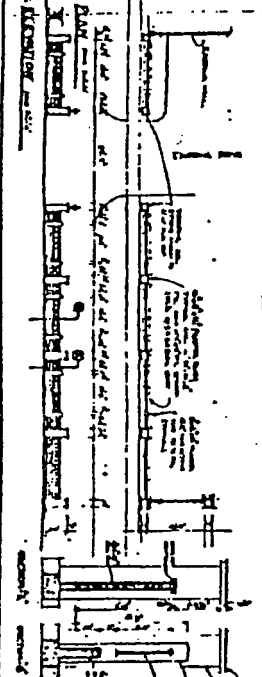
SITE PLAN



FLOOR PLAN



ELEVATION

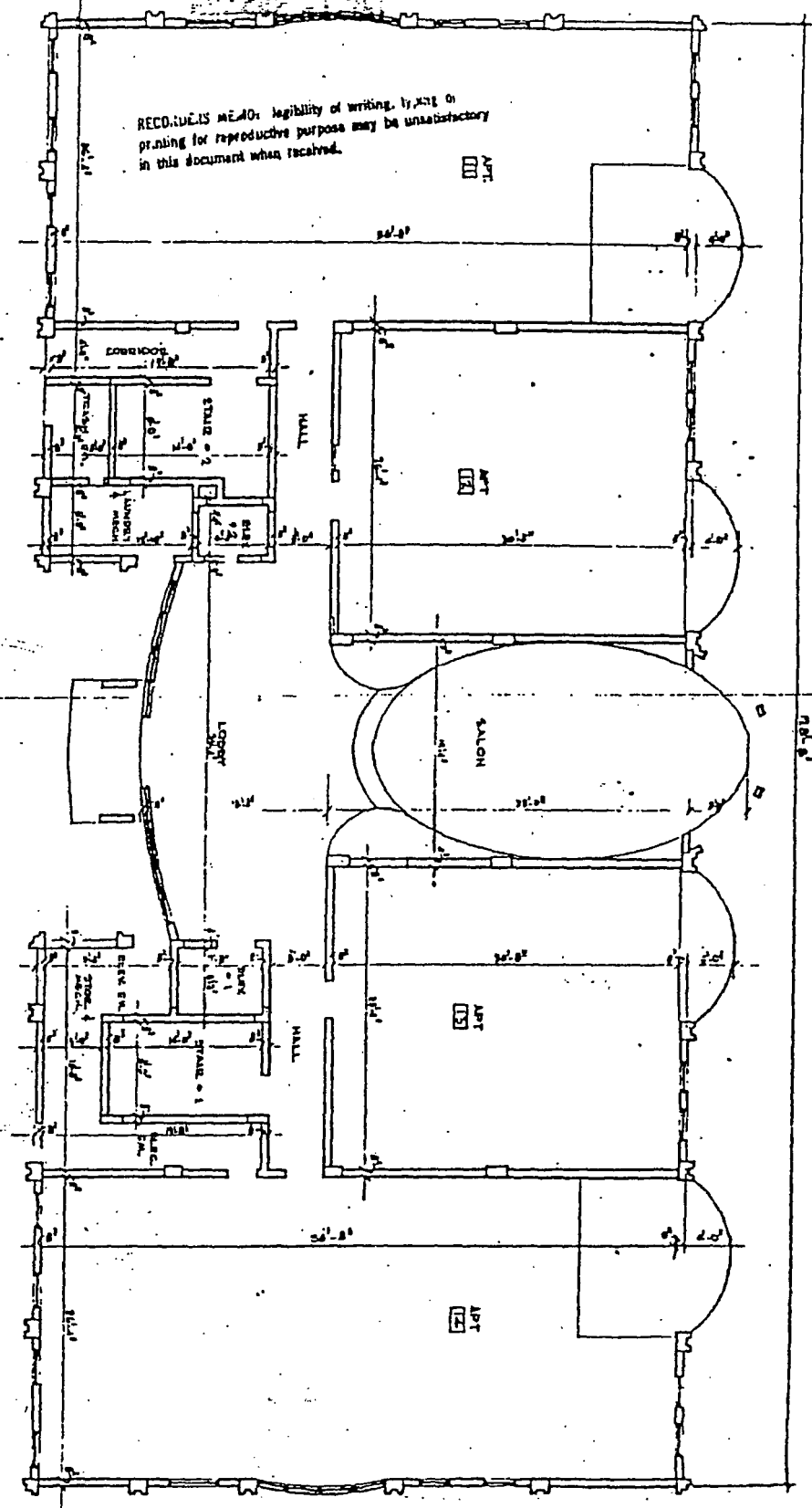


RECORDER'S MEMO: legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

GENERAL MATHEMATICAL CORPORATION 1400 15th Avenue Sarasota, Florida 34234	
PROJECT NO. 100-1000 DRAWING NO. 100-1000-01	DATE: MAR 4 1977 SCALE: AS SHOWN

REPRODUCED FROM: legibility of writing, by, and on printing for reproductive purpose may be unsatisfactory in this document when received.

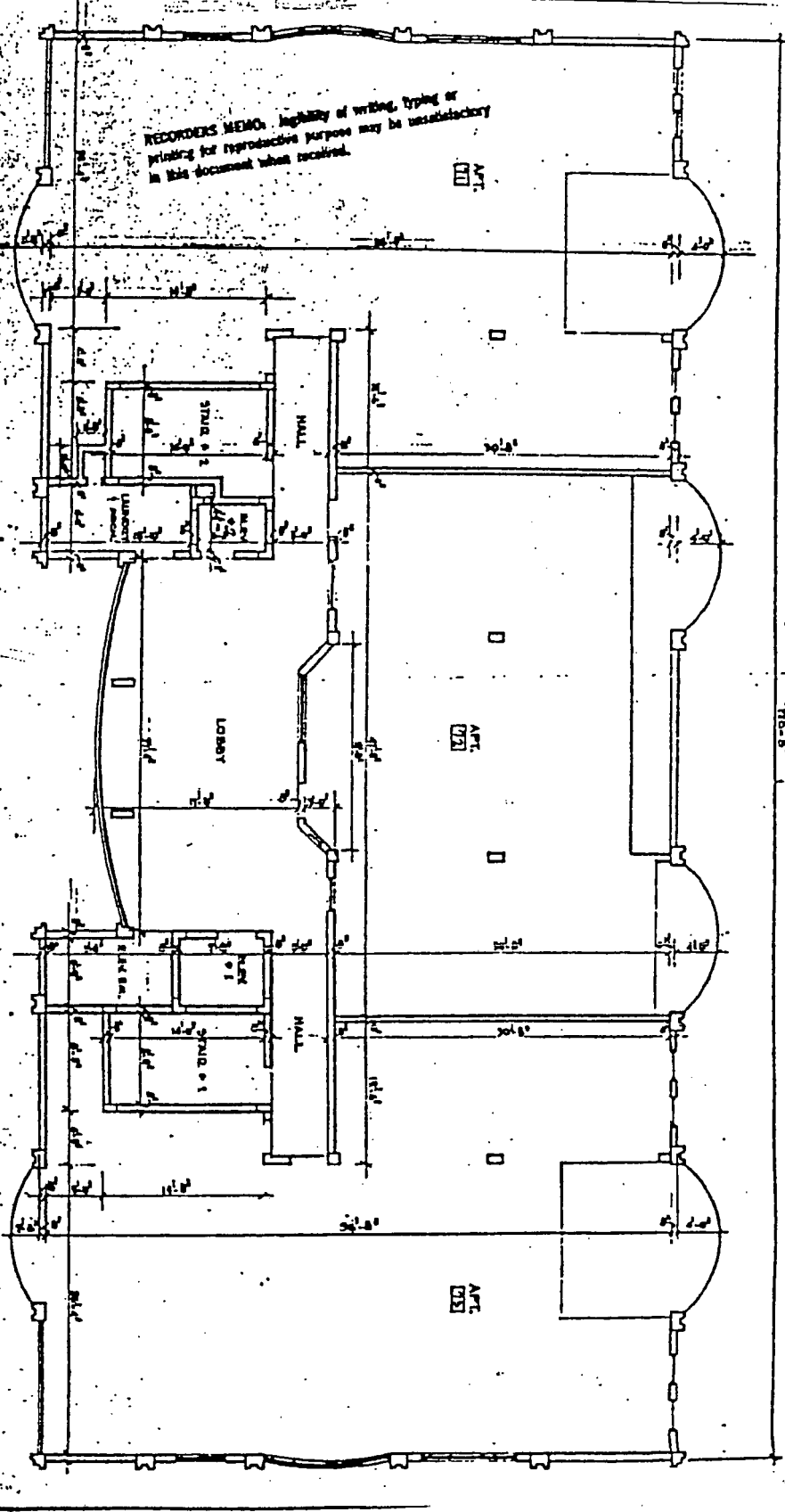
GROUND FLOOR PLAN



PROJ. NATHAN'S CORPORATION	DATE: MAR 4 1971
ARCHITECT: L. CHATELAIN	SCALE: AS SHOWN
ENGINEER: G. COCCALINI	NO. OF SHEETS: 3
DESIGNER: L. CHATELAIN	NO. OF SHEETS: 3
DRAWN: L. CHATELAIN	NO. OF SHEETS: 3
CHECKED: L. CHATELAIN	NO. OF SHEETS: 3
APPROVED: L. CHATELAIN	NO. OF SHEETS: 3
PROJECT: GROUND FLOOR	NO. OF SHEETS: 3

RECORDERS MEMO: legibility of writing, typing or printing for reproducible purpose may be unsatisfactory in this document when received.

7th. Floor Plan



MAR 4 1971
 LACHATEAU
 CONDOMINIUM
 1700
 1700

EXHIBIT "B"

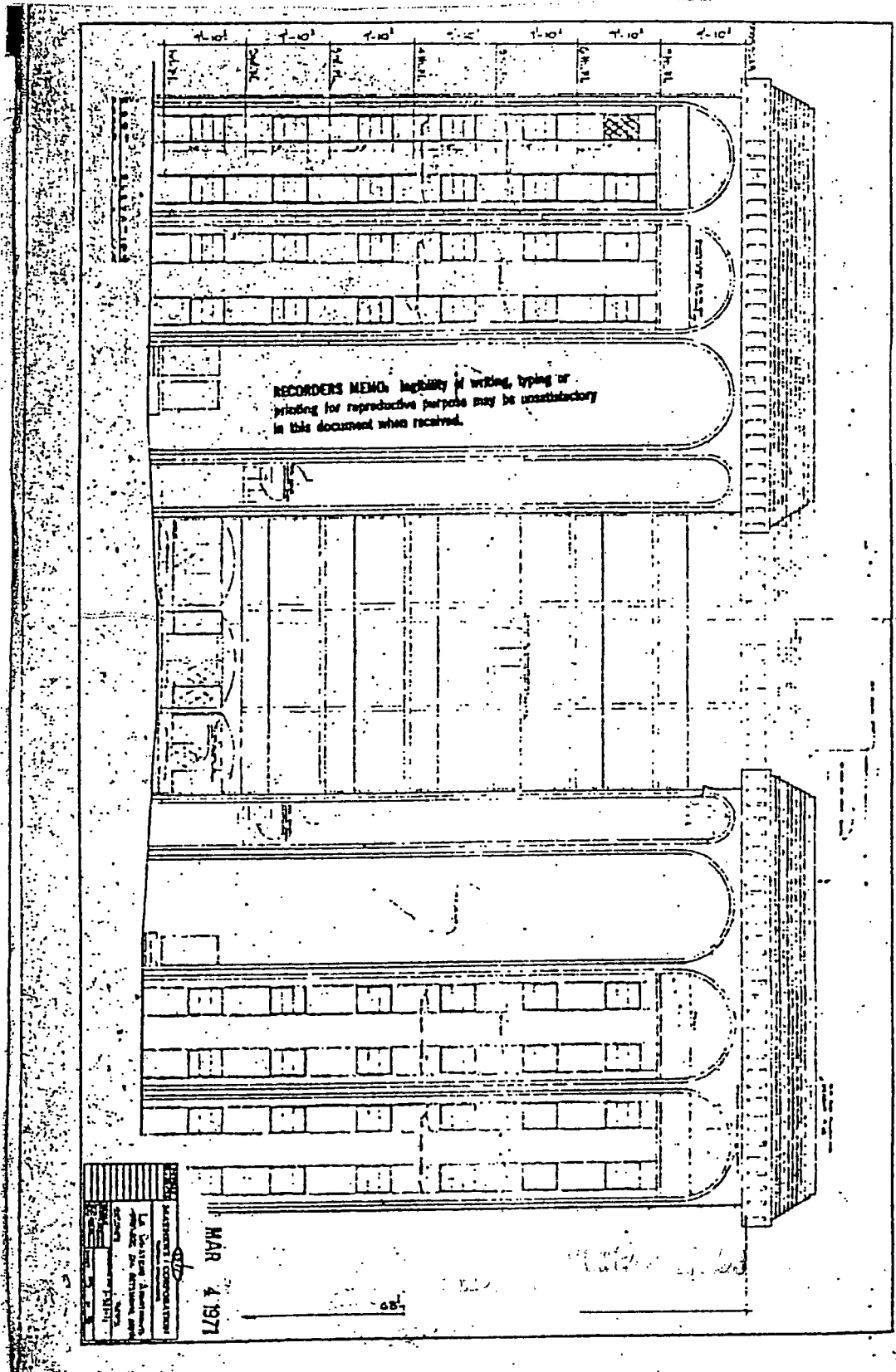


EXHIBIT C

The following Condominium units shall have an undivided share in the common elements, and shall own the common surplus and share the common expenses in the percentages set forth below:

Apartment	Percentage
12	3
13	3
22	3.3
23	3.3
32	3.3
33	3.3
42	3.3
43	3.3
52	3.5
53	3.5
62	3.5
63	3.5
11	3.7
14	3.7
21	4
24	4
31	4
34	4
41	4
44	4
51	4
54	4
61	4
64	4
72	4
71	4.4
73	4.4



FLORIDA DEPARTMENT OF STATE
Division of Corporations

August 10, 2012

Telese B. McKay, Esq.
McKay Law Firm, P.A.
2055 Wood St., Suite 120
Sarasota, FL 34237

Re: Document Number 721070

The Amended and Restated Articles of Incorporation for LE CHATEAU ASSOCIATION, INC., a Florida corporation, were filed on August 3, 2012.

The certification you requested is enclosed.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Annette Ramsey
Regulatory Specialist II
Division of Corporations

Letter Number: 012A00020774

State of Florida



Department of State

I certify from the records of this office that LE CHATEAU ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on June 2, 1971.

The document number of this corporation is 721070.

I further certify that said corporation has paid all fees due this office through December 31, 2012, that its most recent annual report/uniform business report was filed on March 29, 2012, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Tenth day of August, 2012



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on August 3, 2012, for LE CHATEAU ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 721070.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Tenth day of August, 2012



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

Substantial rewording of Articles of Incorporation
See original document for original text.

FILED
2012 AUG -3 PM 3:48

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

SECRETARY OF STATE
TALLAHASSEE FLORIDA

LE CHATEAU ASSOCIATION, INC.

The unit owners of LE CHATEAU, A Condominium, (herein, "the Condominium"), located in Sarasota county, Florida, by these Articles of Incorporation associate themselves as a corporation not for profit, under Chapter 617, Florida Statutes.

ARTICLE 1
NAME

The name of the Corporation shall be LE CHATEAU ASSOCIATION, INC. (herein, "the Association").

ARTICLE 2
PURPOSE

(a) **PURPOSE.** The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, (herein, "the Condominium Act"), for the operation of the Condominium.

(b) **DISTRIBUTION OF INCOME.** The Association shall issue no stock and shall make no distribution of income to its members, Directors or officers.

ARTICLE 3
POWERS

The powers of the Association shall include and be governed by the following provisions:

(a) **COMMONLAW AND STATUTORY POWERS.** The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with these Articles of Incorporation or the Condominium Act.

(b) **SPECIFIC POWERS.** The Association shall have all of the powers and duties set forth in the Condominium Act, these Articles of Incorporation, the Declaration of Condominium of the Condominium (herein, "the Declaration of Condominium") and the Bylaws of the Association, if not inconsistent with the Condominium Act, as it may be amended from time to time, including, but not limited to, the following:

- (1) To make and collect assessments against members as unit owners to defray the expenses and losses of the Association.
- (2) To use the proceeds of assessments in the exercise of its powers and duties.
- (3) To maintain, repair, replace and operate the condominium property.
- (4) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
- (5) To reconstruct improvements after casualty and to further improve the property.
- (6) To make and amend reasonable rules regarding the use and occupancy of the units and common elements of the Condominium, provided, however, that no such rule shall conflict in any regard with the rights of unit owners provided in the Declaration of Condominium.
- (7) To approve or disapprove the transfer, lease, mortgage and ownership of units as may be provided by the Declaration of Condominium.
- (8) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Bylaws of the Association and the rules of the Association.
- (9) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out the powers and duties of the Association, except such as are specifically required by the Declaration of Condominium, these Articles of Incorporation, the Bylaws of the Association, the Condominium Act or management contract to have the approval of Directors or the membership of the Association.
- (10) To employ personnel to perform the services required for proper operation of the Condominium.
- (11) To enter into agreements acquiring leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium,

intended to provide for the enjoyment, recreation or other use benefits of the unit owners.

(c) **EMERGENCY POWERS.** For purposes of this Article 3.(c) only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Condominium. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

- (1) The Board of Directors may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (2) The Board of Directors may name any person to serve as interim Assistant Officers, which Assistant Officers shall have the same authority as the officers to whom they are assistants during the period of emergency, to accommodate the incapacity or absence from the area of any officer of the Association.
- (3) The Board of Directors may hold Board meetings during an emergency with notice given only to those directors with whom it is practicable to communicate, and the notice can be given in any practicable manner. The directors in attendance at such a Board meeting (if more than one (1) Director) shall constitute a quorum.
- (4) Corporate action taken in good faith to meet the emergency needs of the Association or its unit owners shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

(d) **ASSETS HELD IN TRUST.** All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws of the Association.

(e) **LIMITATION ON EXERCISE OF POWERS.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation and the Bylaws of the Association.

ARTICLE 4 MEMBERS

(a) **MEMBERS.** The record owners of the units in LE CHATEAU, A CONDOMINIUM, as shown by the Public Records of Sarasota County, Florida, are by reason of such ownership, members of the Association. Upon the termination of the Condominium, those persons who are members of the Association at the time of such termination, their successors and assigns, shall be members of the Association.

(b) **CHANGE OF MEMBERSHIP.** After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing a change of record title to a unit in the Condominium and the delivery to the Association of a copy of such instrument. The Association Board of Directors may in its sole discretion require the member to provide it a certified copy of the deed or other instrument. The owner designated by such instrument thereby becomes a member of the Association and the membership of the prior owner is terminated.

(c) **LIMITATION OF TRANSFER OF SHARES OF ASSETS.** The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's unit.

(d) **VOTE.** The record owner of each unit shall be entitled to one (1) vote, as a member of the Association. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5 BOARD OF DIRECTORS

(a) **BOARD OF DIRECTORS.** The affairs of the Association shall be managed by a Board consisting of three (3) or five (5) Directors, as determined by the Bylaws.

(b) **ELECTION OF DIRECTORS.** Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association and the Condominium Act. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws of the Association and the Condominium Act.

ARTICLE 6 TERM

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors.

**ARTICLE 7
INDEMNIFICATION**

Every director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses and liabilities are incurred; provided that in the event of a settlement of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

**ARTICLE 8
BYLAWS**

The Bylaws of the Association shall be amended in the manner provided by the Bylaws.

**ARTICLE 9
AMENDMENTS**

(a) **AMENDMENTS.** Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

- (1) The text of a proposed amendment shall be included in or with the notice of the meeting at which the proposed amendment is considered.
- (2) An amendment may be proposed either by the Board of Directors or by members who call a special meeting of the Association in the manner provided in the Bylaws. Except as elsewhere provide, such approval must be by not less than a majority vote of the members of the Association.

(b) **LIMITATION OF AMENDMENTS.** No amendment to the Articles of Incorporation may change the qualifications for membership, voting rights or property rights of the members unless the amendment is approved in writing by all the members and all record owners of mortgages upon units. No amendment shall be made that is in conflict with the laws of the State of Florida or the Declaration of Condominium.

(c) CERTIFICATION. A copy of each amendment shall be certified by the Secretary of the State and shall be recorded in the Public Records of Sarasota County, Florida.

**ARTICLE 10
TERM**

The term of the Association shall be perpetual.

**ARTICLE 11
SUBSCRIBERS**

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

Name	Address
John W. Meshad	2058 Main St., Sarasota, Florida
R. Pete Mathews	5644 N. Dale Mabry, Tampa, Florida
Carolyn Mathews	5644 N. Dale Mabry, Tampa, Florida

**ARTICLE 12
REGISTERED OFFICE AND AGENT**

The registered office of the Association, until otherwise determined by the Board of Directors, shall be Progressive Community Management, 1801 Glengary Street, Floor 1, Sarasota, FL 34231-3637, and the registered agent of the Association at that office, until otherwise determined by the Board of Directors, shall be Elise Angeloro.

**Substantial rewording of Bylaws
See original document for original text.**

AMENDED AND RESTATED

BYLAWS

LE CHATEAU ASSOCIATION, INC.

**ARTICLE 1
IDENTIFICATION**

(a) **CORPORATE DOCUMENTS.** These are the Bylaws of LE CHATEAU ASSOCIATION, INC. (herein, "the Association"), a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State on June 2, 1971, and were subsequently amended.

(b) **PURPOSE.** The Association has been organized pursuant to Chapter 718, Florida Statutes (herein, "the Condominium Act") for the purpose of administering LE CHATEAU, A CONDOMINIUM (herein, "the Condominium"), in Sarasota County, Florida.

(c) **OFFICE.** The principal office of the Association shall be at LE CHATEAU, A CONDOMINIUM, 37 Sunset Drive, Sarasota, Florida.

(d) **SEAL.** The Seal of the Corporation shall bear the name of the corporation, the word "Florida," the words "Corporation not for profit" and the year of incorporation.

**ARTICLE 2
MEETINGS OF MEMBERS**

(a) **ANNUAL MEETING.** The annual meeting of the Members of the Association (herein, the "Members"), each of whom is a unit owner as prescribed in ARTICLE 4 of the Articles of Incorporation, shall be held at such time and place in Sarasota County, Florida, on such date in January of each year as determined from time to time by the Board of Directors, for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members.

(b) **SPECIAL MEETINGS.** Special Members' meetings shall be held whenever called by the President or Vice President or by a majority of the entire Board of Directors, and must be called by the President or Vice President upon receipt of a written request from not fewer than one-third (1/3) of the Members, which request shall state a valid purpose for the special meeting. A special meeting for the purpose of recall of a Member or Members of the Board of Directors shall be called upon receipt of a written request for such a meeting from ten (10%) of the Members in the manner provided by law. The notice of a special meeting shall state the purpose of the meeting.

(c) **NOTICE.** Notice of all Members' meetings stating the place, date, and time of the meeting, together with the meeting agenda, shall be given by the President, Vice President or Secretary and shall be delivered, either personally, by mail or by electronic transmission, to each member at his address as it appears in the records of the Association, not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Each member is responsible for promptly notifying the Association of any change of address. Such a notice and agenda shall also be posted in a conspicuous place at least fourteen (14) continuous days prior to the meeting. Proof of such mailing or delivery shall be given by the affidavit of the person giving notice.

(d) **QUORUM.** A quorum at Members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, in person and by proxy, may adjourn the meeting from time to time until a quorum is otherwise present. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or the Condominium Act.

(e) **VOTING RIGHTS.** In any meeting of Members, the owners of units or their proxies shall be entitled to cast one vote for each unit owned.

(f) **VOTING FOR UNITS JOINTLY OWNED.** If a unit is owned by more than one person, any one of the joint owners may cast a vote for the unit, provided that if more than one of the joint owners seeks to vote on a matter and the votes do not agree, no vote shall be counted for the unit in that matter. Where voting is by ballot, only one ballot shall be provided for each unit, even if jointly owned. Where ballots are distributed at a meeting, the first of the joint owners of a unit who claims the ballot shall be provided it. Where ballots are sent by mail, the ballot shall be provided to the joint owners of a unit at the address that they designate to receive notices and in the absence of such designation shall be sent to the unit or to such other address as required by law.

(g) **VOTING FOR UNITS CORPORATELY OWNED.** If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President of the corporation, attested by the Secretary or Assistant Secretary of the corporation, and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned.

(h) **PROXIES.** Votes may be cast in person or by limited proxy substantially meeting the requirements of the Condominium Act. A proxy may be made by any person entitled to vote, and must be filed with the Secretary before the appointed time of the meeting, or any adjournment of the meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period of longer than ninety (90) days after the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Member executing it.

(i) **ORDER OF BUSINESS.** The order of business at annual Members' meetings, and as far as practicable at other Members' meetings, shall be:

- (1) Call of the roll or certifying of registration and proxies
- (2) Proof of notice of meeting
- (3) Election of Directors
- (4) Reading and disposal of any unapproved minutes
- (5) Reports of officers
- (6) Reports of committees
- (7) Unfinished business
- (8) New business
- (9) Adjournment

(j) **ELECTRONIC TRANSMISSION OF MEETING NOTICES.** Except as otherwise provided by law, notices of membership, Board of Directors' and committee meetings may be given by electronic transmission to Members and/or Directors who consent to receive such notice by electronic transmission. The Association shall not provide electronic notice of membership meetings to recall one or more Directors. In lieu or in addition to the physical posting of notices on the Condominium property, the Association may also adopt a procedure for posting and repeatedly broadcasting the notice and agenda on a closed-circuit cable television system serving the Condominium Association in accordance with the requirements of the Condominium Act and rules adopted pursuant thereto.

ARTICLE 3 DIRECTORS

(a) **MEMBERSHIP.** The affairs of the Association shall be managed by a Board of three (3) or five (5) Directors. Only Members are eligible to serve as Directors. If four (4) or fewer eligible persons timely file notices of candidacy for election to the Board of Directors, three (3) eligible persons shall be elected to constitute the Board. If five (5) or more eligible persons so file, three or five (5) eligible persons shall be so elected. If fewer than three (3) or four (4) eligible persons are elected to the Board or if a vacancy occurs between annual meetings, the President shall certify the existence of a vacancy or vacancies to be filled in accordance with paragraph 3(c) below.

(b) **ELECTION AND TERM.** The election of Directors shall take place concurrent with or at the annual meetings of Members, in the manner provided in the Florida Condominium Act. Under that Act, elections are decided by a plurality of ballots cast, either in person or by mail. Although there is no quorum requirement, at least 20 percent of the Members must cast a ballot in order to have a valid election. All Directors shall serve a term of one (1) year, which may be extended until their respective successors shall have been duly elected and qualified, or until their earlier resignation or removal.

(c) **VACANCIES.** Except as to vacancies provided by the removal of a majority of the Directors by Members (which shall be filled in the manner provided by the Condominium Act), vacancies on the Board of Directors occurring between annual meetings of Members shall be filled by election by the remaining Directors. If so elected, the Director

or Directors shall serve until the next annual meeting or until their respective successors shall have been duly elected and qualified, whichever is later.

(d) **REMOVAL.** Any Director may be removed by concurrence of a majority of the votes of the entire membership in the manner provided in the Condominium Act.

(e) **RESIGNATION.** A Director or officer may resign at any time by delivering written notice to the Board of Directors or any Association officer. A resignation is effective when the notice is delivered unless the notice specifies a later date. If the resignation is made effective at a later date, the remaining Members of the Board of Directors (including the Director whose resignation is not yet effective) may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date of the resignation.

(f) **ORGANIZATIONAL MEETING.** The organization meeting of the newly elected Board of Directors for the purpose of electing officers shall be held within ten (10) days of the election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary unless business in addition to the election of officers is to be considered at that meeting.

(g) **NOTICE.** Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the majority of the Directors. Notice of meetings shall be given to each Director personally or by mail, telephone, facsimile transmission, electronic transmission, or telegraph, and shall be posted conspicuously on the Condominium property at least forty-eight (48) hours in advance, for the attention of the Members, prior to the day named for such meetings, except as in the case of an emergency. Also, not less than fourteen (14) days' notice shall be mailed, hand-delivered or electronically transmitted to the Members and posted conspicuously on the Condominium property for any Board meeting to consider the levy of a nonemergency special assessment or a proposed rule regarding unit use.

(h) **WAIVER OF NOTICE.** Any Director may waive notice to that Director of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

(i) **JOINDER.** The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute that Director's approval of the actions taken at that meeting, but shall not be considered in determining a quorum.

(j) **QUORUM.** A majority of the Board of Directors present either in person or by teleconference shall constitute a quorum. The acts approved by a majority of the voting Directors 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 of Condominium, the Articles of Incorporation, or these Bylaws. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time, until a quorum is present. At any

adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. Directors shall not vote by proxy. Directors may vote by secret ballot only for the election and removal of officers. Directors may not abstain from voting except in the case of an asserted conflict of interest.

(k) **DIRECTORS' FEES.** Each Director shall serve without compensation for acting as such. A Director may serve the Association in some other capacity and receive compensation for such service.

(l) **ORDER OF BUSINESS.** The order of business at Directors' meetings shall be, to the extent applicable:

- (a) Calling of roll/certification of a quorum
- (b) Proof of due notice of meeting
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers and committees
- (e) Election of officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment

(m) **POWERS AND DUTIES OF THE BOARD OF DIRECTORS.** All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required.

(n) **COMMITTEE MEETINGS.** Any committee with authority to take final action on behalf of the Board of Directors or make recommendations to the Board regarding the Association budget shall follow the same procedures as the Board of Directors with regard to posting or mailing of meeting notices for Members, agendas, attendance and participation by Members, as required by the Condominium Act and these Bylaws. Committees that do not take final action on behalf of the Board or that do not make recommendations to the Board regarding the Association budget are exempt from the requirements of Chapter 718, Florida Statutes, and these Bylaws. Such exempt committees may establish and follow their own procedures, as such committees deem appropriate from time to time.

ARTICLE 4 OFFICERS

(a) **DESIGNATION, ELECTION AND REMOVAL.** The executive officers of the Association shall be a President, a Vice-President, each of whom must be a Director, a Treasurer, a Secretary and such additional officers and committee chairmen as shall be established by the Board of Directors. All officers shall be elected by the Board of Directors, and may be peremptorily removed with or without cause by a majority vote of the Directors

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at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary.

(b) **PRESIDENT.** The President shall be the chief executive officer of the Association. The President shall have all the powers and duties usually vested and associated in the office of the president of a condominium association, including but not limited to presiding at the meetings of the membership and Board, and the appointment of committees and committee chairmen as the President may determine appropriate to assist in the conduct of the affairs of the Association.

(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. The Vice President shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(d) **SECRETARY.** The Secretary shall attend to the proper taking of the minutes of all proceedings of the Directors and the Members. The Secretary shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. The Secretary shall have custody of the Seal of the Association and shall affix it to instruments requiring a seal when duly signed. The Secretary shall attend to the proper keeping of the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

(e) **TREASURER.** The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. The Treasurer shall attend to the proper keeping of the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer.

(f) **COMPENSATION.** The compensation of all officers and employees of the Association shall be fixed by the Board of Directors. The provision that Directors shall not be paid fees shall not preclude the employment of a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Condominium for compensation.

ARTICLE 5 FISCAL MANAGEMENT

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

(a) **ACCOUNTS.** The receipts and expenditures of the Association shall be credited and charged to operating and reserve accounts in accordance with state law and generally accepted accounting principles.

(b) **BUDGET.** The Board of Directors shall, upon notice to the Members of the Association as required by the Condominium Act, adopt in advance a budget for the common expenses for the coming year at a meeting open to the Members. A copy of the proposed budget and notice of the meeting at which the budget is to be adopted shall be delivered, personally or by mail or electronic transmission to the Members not less than fourteen (14) days prior to the meeting at which the budget will be adopted. As an alternative to adopting a budget, the Board of Directors shall propose a budget to the Members as provided by the Condominium Act. Nothing contained herein shall limit the right of the Members to consider and enact a budget as provided by the Condominium Act.

(c) **ANNUAL BUDGET ASSESSMENT.** The annual assessment to fund the annual budget shall be paid by the Members in equal quarterly installments based on each unit's allocation in Exhibit C of the Declaration of Condominium. If the annual budget or amounts of quarterly payments are not provided to the Members, the preceding budget or amount of quarterly payments shall continue until such budget is adopted or until such notice is provided, as applicable.

(d) **SPECIAL ASSESSMENTS.** Any special assessment for a purpose other than maintenance, repair, replacement, protection, or insurance of the Condominium property for which the Association is responsible shall first be approved by a majority of the Members at an Association meeting duly called in whole or in part for that purpose. A special assessment for the purpose of maintenance, repair, replacement, protection, or insurance of the Condominium property for which the Association is responsible may be made by the Board of Directors.

(e) **DEPOSITORY.** The funds of the Association shall be kept in such bank, savings and loan Association or other federally insured depository or depositories as shall be designated from time to time by the Directors. Withdrawal of monies from such accounts shall be only by checks or other appropriate instruments signed by such persons as are authorized by the Board of Directors.

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

must occur prior to the end of the fiscal year and is effective only for the fiscal year in which such vote is taken.

(g) **FIDELITY BONDS.** Fidelity bonds shall be required by the Board of Directors from all persons with custody or access to custody of Association funds and from all such other persons as required by the Condominium Act. The amount of such bonds shall be determined by the Directors but shall be not less than the amount required in the Condominium Act. The premiums on such bonds shall be paid by the Association.

(h) **FISCAL YEAR.** The fiscal year of the Association shall be the calendar year, January 1 through December 31.

ARTICLE 6 PARLIAMENTARY RULES

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

ARTICLE 7 AMENDMENTS

These Bylaws may be amended in the following manner:

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

“Substantial rewording of Bylaw. See
Bylaw ____ for present text.”

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

(b) **PROPOSAL AND ADOPTION.** An amendment may be proposed either by the Board of Directors of the Association or by those Members of the Association who call a special meeting for that purpose. An amendment shall be adopted by the Board of Directors and by an affirmative vote of a majority of the Members.

(c) **EXECUTION AND RECORDING.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall recite the Official Records Book and Page of the original

recorded Declaration of Condominium and shall be executed by the appropriate officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

ARTICLE 8 RULES AND REGULATIONS

The Board of Directors may from time to time adopt reasonable rules and regulations concerning the possession and use of the common elements, limited common elements, and units, provided no such rule shall be inconsistent with any Member's rights provided in the Declaration of Condominium. Members, their guests and persons using the Condominium property with their permission, shall abide by the rules established by the Board of Directors. In the event the Association institutes legal action to enforce such rules or enforce any of the other obligations imposed upon the Members by the Condominium documents or the Condominium Act, the offending Member shall be liable to the Association for its reasonable attorney's fees (including but not limited to attorney's fees incurred on appeal and in collection of attorney's fees), costs and expenses of such action.

ARTICLE 9 ENFORCEMENT FINES

In addition to the Association's other enforcement remedies, the Association may levy a fine against a Member for the failure of that unit owner or of a tenant, occupant, licensee, or invitee, to comply with any provision of the Declaration of Condominium, Bylaws, or reasonable rules of the Association. No fine may become a lien against a unit. No fine may exceed \$100 per violation. However, a fine may be levied based on each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed One Thousand Dollars (\$1,000.00). No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, to the tenant, occupant, licensee or invitee. The hearing must be held before a committee of Members, none of whom is a member of the Association Board of Directors or the unit owner charged. If the committee does not agree with the fine, the fine may not be levied. Notice sent by certified mail not less than fourteen (14) days prior to the meeting of the committee to consider the fine and conduct the hearing shall be considered reasonable notice. No fine may be levied concerning an act or negligence occurring when the unit is unoccupied.