THIS INSTRUMENT PREPARED BY
AND RETURN TO:
KEVIN L. EDWARDS, ESQ.
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
WOODLAKE VILLAS AT PALM AIRE, A CONDOMINIUM

The undersigned officers of Woodlake Villas at Palm Aire Condominium Association, Inc., a not for profit Florida corporation organized and existing to operate and maintain Woodlake Villas at Palm Aire, a Condominium, according to the Declaration of Condominium thereof as recorded in O.R. Book 1143, page 0438, et seq. as amended, of the Public Records of Manatee County, Florida, hereby certify that the following amendment to the Declaration of Condominium was adopted with the approval of not less than sixty-seven percent (67%) of the votes of the entire membership of the Association at a membership meeting held on March 13, 2003. The undersigned further certify that the amendment was proposed and adopted in accordance with the condominium documentation, and applicable law.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE ~~LINED THROUGH~~ WITH HYPHENS.

1. ***Amendment to the Declaration of Condominium by adding a new Article 25 to read as follows:***

25. Sales and Leases. No owner may sell, transfer or lease a unit without the prior written approval of the Association. An owner intending to make a bona fide sale, lease or transfer of his unit or any interest in it shall give to the Association written notice of such intention, together with the name and address of the intended purchaser(s), lessee(s) and transferee(s) and such other information as the Association may reasonably require. In the event any occupant(s) moves into a unit without the prior written permission of the Association, the sale, lease or transfer application shall be deemed automatically withdrawn and the Association shall take all necessary legal acts terminating the unauthorized tenancy, and in such event, the purchaser(s), lessee(s) or transferee(s) and the owner shall be jointly and severally liable for the Association's costs and for reasonable attorney's fees.

25.1 All leases of a Unit must be for a term of at least ninety (90) days, must be in writing, and must specifically be subject to this Declaration, the Articles and the Bylaws. No Unit Owner may lease his/her Unit more than two (2) times in any twelve-month period. All leases shall provide the Association with the right to terminate the lease upon default by the lessee in observing any of the provisions of the Association's governing documents. The Board may promulgate other rules and requirements concerning guests staying in the unit during an owner's absence.

25.2 Screening and Transfer Fees. The Board may, in its discretion, require that a sale, lease or transfer application be accompanied with an approval fee, per

applicant, in the highest amount permitted by law or such lesser amount as the Board may, from time to time, determine by duly adopted rule. The Association, through its Board of Directors, shall also have the discretion to conduct a background investigation and criminal search on any proposed purchaser, lessee or transferee. The results of any such search shall be kept confidential.

25.3 Disapproval by Association. If the Association shall disapprove a sale, lease or transfer, the owner shall be advised of the disapproval in writing, and the sale, lease or transfer shall not be made. Disapproval shall result where the proposed purchaser, lessee or transferee does not facially qualify for membership within the Association. Specific examples of not being facially qualified include, but are not limited to, instances where approval of a sale, lease or transfer would result in a violation of the Association's governing documents, the failure of an owner or prospective purchaser, lessee or transferee to comply with this Article 25 and where the proposed purchaser, lessee or transferee has been convicted of a felony.

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 25 day of MARCH, 2003, at Manatee County, Florida.

WOODLAKE VILLAS AT PALM AIRE
CONDOMINIUM ASSOCIATION, INC.

BY: Glenn Kanaby
Glenn Kanaby, President

Joan Korabek
Witness Signature
JOAN KORABEK
Printed Name
Helen McCarthy
Witness Signature
HELEN MC CARTHY
Printed Name

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 25 day of March, 2003 by Glenn Kanaby, as President of WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ _____ ~~as identification.~~ If no type of identification is indicated, the above-named person is personally known to me.

STATE OF FLORIDA NOTARY PUBLIC
JOAN C. NEELY
My Comm Exp. 7/21/04
No. CC 931334
✓ Personally Known ( ) Other I.D.

Notary Public Joan C. Neely
Printed Name JOAN C. NEELY
State of Florida
My Commission Expires 07-21-2004

108590_1.DOC

440697

CERTIFICATE OF AMENDMENT

BY-LAWS
OF
WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED officers of Woodlake Villas at Palm Aire Condominium Association, Inc., do hereby certify that the following amendments to the By-Laws of the corporation of which is recorded in the Manatee County Official Records (Book 1143, Page 0507 and 0508), Florida were duly adopted by the Association membership at a membership meeting held January 9, 1991 at 7:00 P.M. in the Lakes Room of the Palm Aire Country Club, in accordance with the provisions of the By-Laws.

AMENDMENTS

BY-LAWS
OF
WOODLAKE VILLAS OF PALM AIRE CONDOMINIUM ASSOCIATION, INC.
(Additions indicated by underlining, deletions by ------).

ARTICLE III. DIRECTORS

3.1 Number and Qualifications. These By-Laws may be amended in the following manner -

~~The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. When unit owners, other than the Developer, are entitled to elect a majority of the Directors, the Board shall be composed of any odd number of Directors that the unit owners decide. The number of Directors, however, shall never be less than three. Other than those selected by the Developer, Directors must be either unit owners, tenants residing in the condominium, officers of a corporate unit owner, or partners of a partnership unit owner. No Director (except those selected by the Developer) shall continue to serve on the board after he ceases to be a unit owner or tenant residing in the condominium.~~

The affairs of the association shall be managed by a board of five (5) Directors. Directors must be either a unit owner or their spouse, an officer of a corporate unit owner, or a partner of a partnership unit owner. No Director shall continue to serve on the Board after ceasing to be a unit owner.

ARTICLE III, DIRECTORS

RECORD VERIFIED
R.B. SHORE, CLERK OF ... COURT
BY: _____

3.3 Term

~~Each Director's term of service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in 3.5. The members, however, at any annual meeting after the Developer had relinquished control of the Association and in order to provide a continuity of experience, may vote to create classes of directorships having a term of one, two or three years so that a system of staggered terms will be initiated.~~

Each Director's term of service shall be elected by the members of the Association at each annual meeting. Three (3) Directors shall be elected for a two year term at the annual meeting, and two (2) Directors shall be elected for a two-year term. However, at the first annual meeting that this section applies, the two (2) Directors shall be elected for a one-year term.

Dated this 18 day of December, 1990.

WOODLAKE VILLAS AT PALM-AIRE
CONDOMINIUM ASSOCIATION, INC.

WITNESSES

Matthew M Bell
President

Ruth Brinn
Secretary

STATE OF FLORIDA
COUNTY OF MANATEE

BEFORE ME this day, personally appeared MATHEW M. BELL, as President and RUTH BRINN, as Secretary of Woodlake Villas at Palm-Aire Condominium Association, Inc., who, being duly sworn, deposes and says that they signed the foregoing instrument for the purposes therein mentioned, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18th day of DECEMBER, 1990.

L. Grace Burch
Notary Public

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Sept. 3, 1991

Instrument prepared by and return to:
Alan Howes
Property & Accounting Management, Inc.
P.O. Box 6165
Sarasota, FL 34278

FILED AND RECORDED
R.B. SHORE CLERK
MANATEE COUNTY, FL
JAN 15 4 08 PM '91

Prepared by and return to:
Joseph A. Gugino, Esq.
Law Offices of Wells | Olah | Cochran, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236
(941) 366-9191 (Telephone)

CERTIFICATE OF RECORDING

MEMO OF UNDERSTANDING
BETWEEN
WOODLAKE VILLAS AT PALM AIRE, A CONDOMINIUM and
FAIRWAY SIX CLUB, UNIT 1

WHEREAS, the Declaration of Condominium for Woodlake Villas at Palm Aire, a Condominium, was originally recorded in Official Records Book 1143, Page 0433 et seq., of the Public Records of Manatee County, Florida, and as has been amended from time to time;

WHEREAS, the Declaration of Restrictions for Fairway Six Club, which are originally recorded in Official Records Book 1061, Page 0610 et seq., of the Public Records of Manatee County, Florida, and as has been amended from time to time;

WHEREAS, the Board of Directors of Woodlake Villas at Palm Aire Condominium Association, Inc. and the Board of Directors of Fairway Six Club Homeowners' Association, Inc. have mutually agreed and freely entered into the attached MEMO OF UNDERSTANDING, concerning the below listed Addendums of said Easement Agreements;

ADDENDUM TO COMMON AREA EASEMENT AGREEMENT, as recorded at Instrument # 2002104455, of the Public Records of Sarasota County, Florida;

ADDENDUM TO ENTRANCE AREA EASEMENT AGREEMENT, as recorded at Instrument # 2002104454, of the Public Records of Sarasota County, Florida;

ADDENDUM TO LAKE AREA EASEMENT AGREEMENT, as recorded at Instrument # 2002104456, of the Public Records of Sarasota County, Florida;

THEREFORE, the undersigned submits for recording in the Public Records of Manatee County, Florida, the attached MEMO OF UNDERSTANDING.

Joseph A. Gugino, Esq.

STATE OF FLORIDA
COUNTY OF SARASOTA

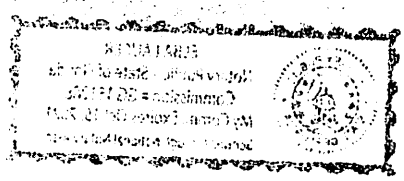
The foregoing instrument was acknowledged before me this 28th day of April, 2021, by Joseph A. Gugino, Esq., as Counsel for Woodlake Villas at Palm Aire Condominium Association, Inc., a Florida not- for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Sign: Elba Laucer

Print: Elba Laucer

State of Florida (Seal)
My Commission expires: 10/15/21

ELBA LAUCER
Notary Public - State of Florida
Commission # GG 151288
My Comm. Expires Oct 15, 2021
Bonded through National Notary Assn.



MEMO OF UNDERSTANDING

The purpose of this MOU is to present in writing the understanding of both parties (Wood Lake and Fairway 6) resulting from a meeting held on March 4, 2021. In attendance were Marie Diamond-Woodlake Board President, Peter Costello-Woodlake Board member, Bill Alloy-Fairway Six Board President, and Carmen Valenti-Fairway Six Board member. The purpose of the meeting was to clarify each party's duties and responsibilities as prescribed in the three Easement Agreements initially executed on April 18, 1986 and amended on June 17, 2002.

AREAS OF AGREEMENT

1. Fairway Six will retain the $27,300 contributed by Woodlake in a separate shared Reserve account, specifically established to pay 59% of future required costs for maintaining the asphalt road of Doral Drive. A copy of the reserve schedule/escrow account as supporting documentation will be provided to Woodlake.
2. Woodlake will no longer be expected to annually pay into a shared Reserve account for road major repairs, sealing, resurfacing or milling. This includes the $9,782 that was requested in previous correspondence of 2/15/21.
3. At the suggestion of Woodlake, Fairway Six will evaluate the necessity and cost to fill and seal current road cracks.
4. The two parties will work collaboratively to assess the extent and timing of any future road, lake, or entry island maintenance needs.
5. Woodlake agreed to adhere to their obligations as prescribed in the three Agreements, provided Fairway Six makes the request by

written invoice on a quarterly basis. This is to begin as of 1/1/2021.

6. Both parties will present this Agreement to their respective boards for approval at their next scheduled board meeting on 3/23/21, however, notwithstanding this date both boards shall shall approve an MOU no later than 30 days thereafter.

Marie Diamond 4-20-21

Marie Diamond, President

Wood Lake HOA

Bill Alloy 4/20/21

Bill Alloy, President

Fairway 6 HOA

NANCY C. BERMAN
Nancy C. Berman
EXP. 04/23/2022
GG#191682

NANCY C. BERMAN
Notary Public - State of Florida
Commission # GG 191682
My Comm. Expires Apr 23, 2022
Bonded through National Notary Assn.

CONDOMINIUM DOCUMENTS

FOR

WOODLAKE VILLAS

2002104454

JUN 10 2002

ADDENDUM TO
ENTRANCE AREA EASEMENT AGREEMENT

THIS ADDENDUM amends the agreement by and between Fairway Six Club, a Homeowners' Association, Inc., a Florida not-for-profit corporation (Fairway Six"), and Woodlake Villas Condominium Association, Inc., a Florida not-for-profit corporation (Association") as successor in interest to LF Rossignol Development Corporation, a South Carolina corporation, dated April 18, 1986.

Whereas, Association desires to change the payment formula under the original Entrance Area Easement Agreement, as approved by the Board of Directors at its October 18, 2001 Board meeting.

Now, therefore, in consideration of mutual promises exchanged herein and other good and valuable consideration, the parties agree as follows

1. The following Section 5 of the original Entrance Area Easement Agreement dated April 18, 1986 is modified as follows:

5. Installation and Maintenance Expenses. Association shall, at its expense, install signage and landscaping in accordance with plans previously submitted to and approved by Fairway Six. Following such installation, Fairway Six and Association shall share in the maintenance, repair and replacement costs of the landscaping and signage within the easement area. Association shall pay 59% of such expenses and Fairway Six shall pay 41%. All maintenance, repair and replacement decisions concerning the signage and landscaping shall be made by Fairway Six, its successors, assigns and transferees in its discretion provided that repairs and maintenance shall be promptly performed when necessary to keep the areas in good order and repair and to prevent deterioration of the improvements. Fairway Six, its successors, assigns and transferees shall be responsible for actually accomplishing the work determined from time to time to be necessary or appropriate by Fairway Six, its successors, assigns and transferees, Fairway Six, its successors, assigns and transferees assessing Association 59% of such costs as necessary for funding the work to be accomplished hereunder. In the event Fairway Six fails or refuses to accomplish the work determined from time to time to be necessary or appropriate to maintain, repair or replace the improvements, Association may accomplish said work and assess Fairway Six 41% of such costs as necessary for funding the work.

2. This addendum shall be effective on the date it is completely executed by both parties.

IN WITNESS WHEREOF, Fairway Six and Association have each caused this addendum to agreement to be signed in its corporate name by its President.

Dated this 17 day of June, 2002

FAIRWAY SIX CLUB, A HOMEOWNERS' ASSOCIATION, INC.

BY: David W Knowles, PRESIDENT

Witness Signature

Robert Flader
Printed Name

Meyer M. Duchin
Witness Signature

MEYER M. DUCHIN
Printed Name

Joanne Shapiro, SECRETARY

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2002104454 2 PGS
2002 JUN 27 12:37 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
SERIAL # 1087105

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 24th of June, 2002 by David W. Knowles as President and Joanne Shapiro, as Secretary of FAIRWAY SIX CLUB, A HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Katrina Prala
Notary Public
Printed Name Katrina Prala
State of Florida
My Commission Expires _____

Katrina Prala
My Commission CC813323
Expires April 5, 2003

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
KEVIN L. EDWARDS, ESQ.
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
WOODLAKE VILLAS AT PALM AIRE, A CONDOMINIUM

The undersigned officers of Woodlake Villas at Palm Aire Condominium Association, Inc., a not for profit Florida corporation organized and existing to operate and maintain Woodlake Villas at Palm Aire, a Condominium, according to the Declaration of Condominium thereof as recorded in O.R. Book 1143, page 0438, et seq. as amended, of the Public Records of Manatee County, Florida, hereby certify that the following amendment to the Declaration of Condominium was adopted with the approval of not less than sixty-seven percent (67%) of the votes of the entire membership of the Association at a membership meeting held on March 13, 2003. The undersigned further certify that the amendment was proposed and adopted in accordance with the condominium documentation, and applicable law.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE ~~LINED THROUGH~~ WITH HYPHENS.

1. ***Amendment to the Declaration of Condominium by adding a new Article 25 to read as follows:***

25. Sales and Leases. No owner may sell, transfer or lease a unit without the prior written approval of the Association. An owner intending to make a bona fide sale, lease or transfer of his unit or any interest in it shall give to the Association written notice of such intention, together with the name and address of the intended purchaser(s), lessee(s) and transferee(s) and such other information as the Association may reasonably require. In the event any occupant(s) moves into a unit without the prior written permission of the Association, the sale, lease or transfer application shall be deemed automatically withdrawn and the Association shall take all necessary legal acts terminating the unauthorized tenancy, and in such event, the purchaser(s), lessee(s) or transferee(s) and the owner shall be jointly and severally liable for the Association's costs and for reasonable attorney's fees.

25.1 All leases of a Unit must be for a term of at least ninety (90) days, must be in writing, and must specifically be subject to this Declaration, the Articles and the Bylaws. No Unit Owner may lease his/her Unit more than two (2) times in any twelve-month period. All leases shall provide the Association with the right to terminate the lease upon default by the lessee in observing any of the provisions of the Association's governing documents. The Board may promulgate other rules and requirements concerning guests staying in the unit during an owner's absence.

25.2 Screening and Transfer Fees. The Board may, in its discretion, require that a sale, lease or transfer application be accompanied with an approval fee, per

applicant, in the highest amount permitted by law or such lesser amount as the Board may, from time to time, determine by duly adopted rule. The Association, through its Board of Directors, shall also have the discretion to conduct a background investigation and criminal search on any proposed purchaser, lessee or transferee. The results of any such search shall be kept confidential.

25.3 Disapproval by Association. If the Association shall disapprove a sale, lease or transfer, the owner shall be advised of the disapproval in writing, and the sale, lease or transfer shall not be made. Disapproval shall result where the proposed purchaser, lessee or transferee does not facially qualify for membership within the Association. Specific examples of not being facially qualified include, but are not limited to, instances where approval of a sale, lease or transfer would result in a violation of the Association's governing documents, the failure of an owner or prospective purchaser, lessee or transferee to comply with this Article 25 and where the proposed purchaser, lessee or transferee has been convicted of a felony.

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 25 day of MARCH, 2003, at Manatee County, Florida.

WOODLAKE VILLAS AT PALM AIRE
CONDOMINIUM ASSOCIATION, INC.

BY: Glenn Kanaby
Glenn Kanaby, President

Joan Korabek
Witness Signature
JOAN KORABEK
Printed Name
Helen McCarthy
Witness Signature
HELEN MC CARTHY
Printed Name

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 25 day of March, 2003 by Glenn Kanaby, as President of WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ _____ ~~as identification.~~ If no type of identification is indicated, the above-named person is personally known to me.

STATE OF FLORIDA NOTARY PUBLIC
JOAN C. NEELY
My Comm Exp. 7/21/04
No. CC 931334
Personally Known ( ) Other I.D.

Notary Public Joan C. Neely
Printed Name JOAN C. NEELY
State of Florida
My Commission Expires 07-21-2004

108590_1.DOC

WOODLAKE VILLAS CONDOMINIUM
ASSOCIATION, INC.

Witness Signature

Printed Name

Witness Signature

Printed Name

BY: Elwood M. Wardlow
ELWOOD M. WARDLOW, PRESIDENT

Julie Graham
, SECRETARY

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 16th of November, 2001 by Elwood M. Wardlow, as President and Julie Graham, as Secretary of **WOODLAKE VILLAS CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation, on behalf of the corporation. They are personally known to me ~~or have produced~~ _____ ~~as identification~~. If no type of identification is indicated, the above-named persons are personally known to me.

Joan C. Neely
Notary Public
Printed Name JOAN C. NEELY
State of Florida
My Commission Expires 07-21-04

STATE OF FLORIDA NOTARY PUBLIC
JOAN C. NEELY
My Comm Exp. 7/21/04
No. CC 931534
Personally Known / Other I.D.

95999_1.DOC

JUN 1 0 2002

ADDENDUM TO
COMMON AREA EASEMENT AGREEMENT

THIS ADDENDUM amends the agreement by and between Fairway Six Club, a Homeowners' Association, Inc., a Florida not-for-profit corporation (Fairway Six"), and Woodlake Villas Condominium Association, Inc., a Florida not-for-profit corporation (Association") as successor in interest to LF Rossignol Development Corporation, a South Carolina corporation, dated April 18, 1986.

Whereas, Association desires to change the payment formula under the original Common Area Easement Agreement, as approved by the Board of Directors at its October 18, 2001 Board meeting.

Now, therefore, in consideration of mutual promises exchanged herein and other good and valuable consideration, the parties agree as follows

1. The following Section 5 of the original Common Area Easement Agreement dated April 18, 1986 is modified as follows:

5. Maintenance of Doral Drive. Fairway Six and Association shall share in the maintenance, repair and replacement costs of the easement area shown as Doral Drive on the Subdivision Plat for Fairway Six Subdivision, Unit 1. Association shall pay 59% of such expenses and Fairway Six shall be 41%. All maintenance, repair and replacement decisions concerning Doral Drive shall be made by Fairway Six or its successors, assigns or transferees in its discretion provided that repairs and maintenance shall be promptly performed when necessary to keep the areas in good order and repair and to prevent deterioration of the improvements. Fairway Six or its successors, assigns or transferees, shall be responsible for actually accomplishing the work determined from time to time to be necessary or appropriate by Fairway Six or its successors, assigns or transferees Association, or its successors, assigns or transferees assessing Association 59% of such costs as necessary for funding the work to be accomplished hereunder. In the event Fairway Six fails or refuses to accomplish the work determined from time to time to be necessary or appropriate to maintain, repair or replace the improvements, Association may accomplish said word and assess Fairway Six 41% of such costs as necessary for funding the work.

2. This addendum shall be effective on the date it is completely executed by both parties.

IN WITNESS WHEREOF, Fairway Six and Association have each caused this addendum to agreement to be signed in its corporate name by its President.

Dated this 17 day of June, 2002

FAIRWAY SIX CLUB, A HOMEOWNERS' ASSOCIATION, INC.

Witness Signature

Jo Moran

Printed Name

BY: David W Knowles, PRESIDENT

Witness Signature

Jo Moran

Printed Name

Joanne Shapiro, SECRETARY

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 17 of June, 2002 by David W. Knowles as President and Joanne Shapiro as Secretary of FAIRWAY SIX CLUB, A HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2002104455 2 PGS
AUG 30, 2002 12:27 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
ORETHEL Receipt#187105

Katrina Prada
Notary Public
Printed Name Katrina Prada
State of Florida
My Commission Expires _____

Katrina Prada
My Commission CC813323
Expires April 6, 2003

2002104455

1 of 2

WOODLAKE VILLAS CONDOMINIUM
ASSOCIATION, INC.

Witness Signature

Douglas C. Shepherd
Printed Name

Witness Signature

Douglas C. Shepherd
Printed Name

BY: Elwood M. Wardlow
ELWOOD M. WARDLOW, PRESIDENT

Julie Graham
, SECRETARY

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 16th of November, 2001 by Elwood M. Wardlow, as President and Julie Graham, as Secretary of **WOODLAKE VILLAS CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation, on behalf of the corporation. They are personally known to me ~~or have produced~~ _____ ~~as identification~~. If no type of identification is indicated, the above-named persons are personally known to me.

Joan C. Neely
Notary Public
Printed Name JOAN C. NEELY
State of Florida
My Commission Expires 07-21-04

95999_1.DOC

JOAN C. NEELY
My Comm. Exp. 7/21/04
No. CC 931334
☒ Personally Known ☐ Other I.D.

JUN

ADDENDUM TO
LAKE AREA EASEMENT AGREEMENT

THIS ADDENDUM amends the agreement by and between Fairway Six Club, a Homeowners' Association, Inc., a Florida not-for-profit corporation (Fairway Six"), and Woodlake Villas Condominium Association, Inc., a Florida not-for-profit corporation (Association") as successor in interest to LF Rossignol Development Corporation, a South Carolina corporation, dated April 18, 1986.

Whereas, Association desires to change the payment formula under the original Lake Area Easement Agreement, as approved by the Board of Directors at its October 18, 2001 Board meeting.

Now, therefore, in consideration of mutual promises exchanged herein and other good and valuable consideration, the parties agree as follows

1. The following Section 5 of the original Lake Area Easement Agreement dated April 18, 1986 is modified as follows:

5. Maintenance Expenses. Association, or its successors, assigns or transferees shall, at its or their expense, maintain, repair, and replace as necessary the private pier, dock, gazebo and any drainage facilities constructed in the easement area by Association, its successors, assigns or transferees. Fairway Six and Association shall share in the maintenance cost of the easement area except as to those items to be maintained by Association, its successors or assigns. Association shall pay 59% of the shared maintenance expenses and Fairway Six shall pay 41%. All maintenance decisions concerning the easement area where the costs are to be shared shall be made by Fairway Six or its successors, assigns or transferees in its discretion provided that repairs and maintenance shall be promptly performed when necessary to keep the areas in good order and repair and to prevent deterioration of the improvements. Fairway Six or its successors, assigns or transferees shall be responsible for actually accomplishing such work determined from time to time to be necessary or appropriate by Fairway Six or its successors, assigns or transferees, Fairway Six or its successors, assigns or transferees assessing Association 59% of such costs as necessary for funding the work to be accomplished hereunder. In the event Fairway Six fails or refuses to accomplish the work determined from time to time to be necessary or appropriate to maintain, repair or replace the improvements, Association may accomplish said work and assess Fairway Six 41% of such costs as necessary for funding the work.

2. This addendum shall be effective on the date it is completely executed by both parties.

IN WITNESS WHEREOF, Fairway Six and Association have each caused this addendum to agreement to be signed in its corporate name by its President.

Dated this 17 day of June, 2002.

FAIRWAY SIX CLUB, A HOMEOWNERS' ASSOCIATION, INC.

BY: _____, PRESIDENT

_____, SECRETARY

Witness Signature
Jo Moran
Printed Name

Witness Signature
Jo Moran
Printed Name

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2002104456 2 PGS
2002 JUN 27 12:37 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CONTRACT RECEIPT# 102105

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 17 of June, 2002 by David W. Knowles, as President and Joanne Knowles, as Secretary of FAIRWAY SIX CLUB, A HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Katrina Prala
Notary Public
Printed Name Katrina Prala
State of Florida
My Commission Expires _____

Katrina Prala
My Commission CC813323
Expires April 5, 2003

2002104456

1 of 2

WOODLAKE VILLAS CONDOMINIUM
ASSOCIATION, INC.

Witness Signature

Printed Name

Witness Signature

Printed Name

BY: Elwood M. Wardlow
ELWOOD M. WARDLOW, PRESIDENT

Julie Graham
, SECRETARY

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 16th of November, 2001 by Elwood M. Wardlow, as President and Julie Graham, as Secretary of **WOODLAKE VILLAS CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation, on behalf of the corporation. They are personally known to me or ~~have produced~~ _____ ~~as identification~~. If no type of identification is indicated, the above-named persons are personally known to me.

Joan C. Neely
Notary Public
Printed Name JOAN C. NEELY
State of Florida
My Commission Expires 07-21-04

95999_1.DOC

JOAN C. NEELY
My Comm. Exp. 7/21/04
No. CC 931334
Personally Known ☐ Other I.D.

WOODLAKE VILLAS AT PALM AIRE

CONDOMINIUM DOCUMENTS

(PROSPECTUS)

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

SUMMARY

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

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3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

4. THE CONDOMINIUM IS CREATED AND BEING SOLD ON A FEE SIMPLE BASIS, AND TIME SHARES ARE NOT INCLUDED.

5. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

6. DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

7. THERE IS NO RECREATIONAL LEASE ASSOCIATED WITH THIS CONDOMINIUM.

8. RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION.

9. THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM.

10. BUILDINGS AND UNITS WHICH ARE ADDED TO THE CONDOMINIUM MAY BE SUBSTANTIALLY DIFFERENT FROM THE OTHER BUILDINGS AND UNITS IN THE CONDOMINIUM.

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DESCRIPTION OF THE CONDOMINIUM

A. Name and Location.

The Condominium being offered for sale by this Prospectus is WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM (herein called "the property") and is located at 5812 Doral Drive, Sarasota, Florida, 34243, which is near a development known as Palm Aire Country Club in Manatee County, Florida, the site of which is northeast of Sarasota, Florida, off of Whitfield Avenue. The entrance to Palm Aire Country Club is 2 miles from U. S. Highway 41.

B. Description of the Condominium Property.

1. The Condominium is a phase condominium which consists of a maximum number of seventy-one (71) units. The planned configuration of the condominium is seventy-one (71) units in eleven (11) buildings which are shown on the survey, plot plan and floor plans attached as Exhibits "B" and "C" to the Declaration of Condominium, which buildings are identified and contain the number and types of units as listed below:

Building Number	2 Bedrooms 2 Baths 2 Car Garage Lanai 1,807 Sq. Ft. Approx.	3 Bedrooms 2 Baths 2 Car Garage Lanai 2,030 Sq. Ft. Approx.
1	2	3
2	8	-
3	-	5
4	2	2
5	6	-
6	2	6
7	-	8
8	-	5
9	2	6
10	6	-
11	-	8
TOTAL	28	43

NOTE: Each unit will also include an atrium of approximately 62 square feet for 2 Bedroom Units and 50 square feet for 3 Bedroom Units. The floor plans of all 2 Bedroom Units are identical and the floor plans of all 3 Bedroom Units are identical or are mirror images.

Notwithstanding the foregoing, the Developer reserves the right to modify the proposed configuration and make nonmaterial changes in the legal description of the phases which permit the following:

(1) The maximum number of buildings that may be contained within the condominium to be sixteen (16);

(2) The minimum number of units in each building to be two (2) and the maximum number of units in each building to be twelve (12);

(3) The minimum number of bathrooms that may be contained in each unit to be one (1) and the maximum number of bathrooms that may be contained in each unit to be three (3);

(4) The minimum number of bedrooms that may be contained in each unit to be one (1) and the maximum

number of bedrooms that may be contained in each unit to be three (3); and

(5) Provided however the maximum number of units that may be contained within the condominium shall not exceed seventy-one (71) units.

2. The Condominium plot plan and the survey are located in the Declaration of Condominium which is contained as a part of this Prospectus. The plot plan and survey is Exhibit "B" and "C" in the Declaration of Condominium.

3. The estimated completion date of the swimming pool, bath house and residential buildings in Phase I is approximately March 1, 1986. The remaining residential buildings are estimated to be completed before March 1, 1993 and as estimated in Paragraph 5 of the Purchase Agreement.

C. Maximum Number of Units.

The maximum number of units that will be contained in Phase I of WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM is 5. The Developer may, however, develop additional phases of WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM on lands as illustrated on Exhibits "B" and "C" and Section 11 of the Declaration of Condominium which phases would contain, if all are constructed and added to the Condominium, seventy-one (71) units.

D. THE CONDOMINIUM IS CREATED AND BEING SOLD ON A FEE SIMPLE BASIS.

E. Description of Recreational and Common Facilities.

The Developer will provide a heated pool and a bath house. This facility is centrally located on the condominium property in Phase I as shown on the attached plot plan. The pool will be 20' by 50' and will hold 33,000 gallons of water. At its most shallow place the pool will be 3 feet and at its deepest place, it will be 6½ feet. The pool will be surrounded by a 1500 square foot keystone deck. The bath house will be a 10' by 10' (approximately 100 square feet) enclosure constructed of wood frame with men's and women's restrooms. Immediately next to the pool area, the Developer may elect to construct a wooden pier extending out into an adjoining lake that will measure 30' by 50'. The Developer will purchase a minimum amount of $1,500.00 worth of personal property for recreational and common facilities.

Estimated Completion Date: The recreational and common facilities except for the pier, will be completed according to the completion date described particularly in Section B(3) of this Prospectus. Said date would be March 1, 1986. The pier, if constructed, will be completed by March 1, 1993.

Used, But Not Owned Facilities: There will be no recreational or common facilities used by the Condominium Units Owners that are not ultimately owned by the Condominium Association, except:

(1) The entrance to the Condominium from Whitfield Avenue is over Doral Drive which is a part of Fairway Six Subdivision Unit 1. The Condominium has easement rights for the use of Doral Drive. The estimated operating budget includes common expenses anticipated for the use of this easement; and

(2) Developer may elect to include the right to use the existing adjacent lake (4.043 acres) and lake area (5.487 acres) in common with the Owners in Fairway Six Subdivision Unit 1. The anticipated maintenance cost of

the lake and lake area would be $1,200.00 per year and would be shared with the Owners in Fairways Six Subdivision Unit 1.

The documents recorded in the public records of Manatee County, Florida concerning the easement rights and the right to use the lake area are attached to this Prospectus and are the Easement Indenture recorded in Official Record Book 1056, page 1953, the Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 1061, page 0610, the First Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 1125, page 0007 and the Assignment of Rights Under Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 1127, page 3516.

F. Reservation of Certain Common Recreational and Use Areas to the Developer:

As is explained in Section 13.12 of the Declaration of Condominium which is contained as a part of this Prospectus, certain common recreational facilities located in Phase I and other common elements are subject to reserved easements to the Developer. The reservation is to facilitate completion of the condominium. The reservation of ownership to the Developer of such areas shall be until the completion and sale of all seventy-one (71) units in WOODLAKE VILLAS AT PALM AIRE Condominium, Phase I through XI. Upon the conveyance of all units within a Phase by the Developer the interest of the Developer shall terminate as to that Phase.

RECREATIONAL AND COMMON FACILITIES SHARED WITH OTHER CONDOMINIUMS

The recreational and other common facilities will be used in common with Phases II through XI of WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM in the event said Phases are developed. The maximum number of units using said common facilities would be seventy-one (71) if all Phases are added.

The entrance to the Condominium from Whitfield Avenue is over Doral Drive which is a part of Fairway Six Subdivision Unit 1. The Condominium has easement rights for the use of Doral Drive. The estimated operating budget includes common expenses anticipated for the use of this easement.

Developer may elect to include the right to use the existing adjacent lake (4.043 acres) and lake area (5.487 acres) in common with the Owners in Fairway Six Subdivision Unit 1. The anticipated maintenance cost of the lake and lake area would be $1,200.00 per year and would be shared with the Owners in Fairway Six Subdivision Unit 1. The documents recorded in the public records of Manatee County, Florida concerning the easement rights and the right to use the lake area are attached to this Prospectus and are the Easement Indenture recorded in Official Record Book 1056, page 1953, the Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 1061, page 0610, the First Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 1125, page 0007 and the Assignment of Rights Under Declaration of Covenants, Conditions and Restrictions recorded in Official Record Book 1127, page 3516.

RECREATIONAL FACILITY REFERENCE IN DECLARATION

The right of unit owners of WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM, to use the recreation areas is set forth in Paragraphs 10.2 and 11.9 of said Declaration and the Regulations.

RECREATIONAL LEASE OR ASSOCIATED CLUB MEMBERSHIP

There are no leased recreational or common facilities within the condominium. The unit owners share in the fee simple or easement ownership of all recreational and common facilities on a pro rata basis.

There is no land lease associated with the Condominium.

There is no mandatory club membership associated with the Condominium.

Individual unit owners support the use and maintenance of the recreational and other common facilities which are part of the Condominium via condominium fees which are collected either monthly, quarterly, or annually. Failure to pay the required condominium fees could result in a lien being filed by the Condominium Association against the unit of an individual unit owner.

THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

The above described right of lien is more particularly described in the Declaration of Condominium, Section 17. This Declaration is a part of this Prospectus.

DEVELOPER'S RIGHT TO ADD RECREATIONAL FACILITIES

RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION.

The above described right to add recreational facilities is more particularly described in the Declaration of Condominium, Section 11.9.

LEASING OF UNITS BY THE DEVELOPER

The Developer intends to sell all units in the Condominium and to transfer title on a fee simple basis. The Developer does not intend to lease any of the condominium units in lieu of sale, but retains the right to do so. Any such leases will be in compliance with the Declaration of Condominium. Developer will not sell any units subject to a lease.

MANAGEMENT OF THE ASSOCIATION AND MAINTENANCE AND OPERATION OF THE CONDOMINIUM PROPERTY

The Developer will initially maintain and manage the Association and the operation of the Condominium property and no written contract exists to govern this area, nor are there any other written contracts affecting the Condominium property which have a term in excess of one year.

DEVELOPER'S RIGHT TO RETAIN CONTROL OF THE ASSOCIATION

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

The Developer has reserved the right to select one (1) representative on the Board of Directors of the Condominium Association so long as it owns at least 5% of the units in WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM, including any Phases which may be added.

The Developer may relinquish its rights even if it owns at least 5% of the units.

The Developer's right to representation on the Board of Administration of the Condominium Association are set forth in Section 3.22 of the Condominium Bylaws. The Bylaws is appended to this Prospectus as Exhibit G to the Declaration of Condominium.

RESTRICTIONS ON TRANSFER

The sale, transfer, conveyance, or leasing of a unit is not restricted or controlled.

A unit owner may not mortgage his unit except to an institutional mortgagee, or unless he takes back a purchase money mortgage when he sells his unit or if the Association otherwise approves. See Section 10.1.6 of the Declaration.

PHASE DEVELOPMENT

THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM. SEE SECTION 11 OF THE DECLARATION. BUILDINGS AND UNITS WHICH ARE ADDED TO THE CONDOMINIUM MAY BE SUBSTANTIALLY DIFFERENT FROM THE OTHER BUILDINGS AND UNITS IN THE CONDOMINIUM. SEE SECTION 11 OF THE DECLARATION.

The Developer reserves the right to construct up to 66 additional Units on that certain real property more fully described on Exhibits B and C attached to the Declaration and shown as Phases II, III, IV, V, VI, VII, VIII, IX, X, and XI on Exhibits B and C. The descriptions contained in Exhibits B and C of the Declaration contain legal descriptions, plot plans and surveys showing the approximate location of all existing and proposed buildings and improvements that may ultimately be contained within the condominium. The Developer reserves the right to modify the plot plan and make nonmaterial changes in the legal description of the Phases which permit:

(1) addition of any Phase, in any order or parts of them, in any order;

(2) a minimum number of 4 units in Phases I, II, IV and VIII and a minimum number of 5 units in Phases V and X and a minimum of 8 units in Phases III, VI, VII, IX and XI;

(3) a maximum number of 5 units in Phases I, II, IV and VIII and a maximum number of 6 units in Phases V and X and a maximum number of 10 units in Phases III, VI, VII, IX and XI;

(4) the general size of units in any Phase to be a minimum of 800 square feet and a maximum of 2,800 square feet;

(5) the construction of different types of units with a minimum of one bedroom and a maximum of three bedrooms;

(6) the construction of different types of units with a minimum of one bathroom and a maximum of three bathrooms;

(7) the construction of different types of buildings with a minimum of one floor below ground level and three floors above ground level;

(8) the construction of different types of buildings constructed with exteriors primarily of brick, wood, stucco, asphalt, vinyl, tile or other standard building materials substantially consistent with the quality of construction of the buildings in Phase I; and

(9) the construction of different types of units being located on a minimum of one floor and on a maximum of four floors of a building.

The Developer shall be entitled to submit said real property (or any portion thereof) and all improvements constructed thereon to the condominium by filing an amendment to the Declaration, which shall be executed by the Developer and all persons having record title to the interest in the land being submitted to condominium ownership and shall be consistent with the provisions of the Declaration and shall contain or provide for the following matters: (a) a statement submitting the additional land to condominium ownership as an addition to the Condominium; (b) the legal description of the land being added to the Condominium; (c) an identification by letter, name or number, or a combination thereof, of each Unit within the land added to the Condominium, to ensure that no Unit in the Condominium, including the additional land, will bear the same designation as any other Unit; (d) a survey of the additional land and graphic description of the improvements in which any units are located and a plot plan thereof, and a certificate of surveyor, in conformance with F.S. 718.104(4); (e) the undivided share in the common elements appurtenant to each Unit in the Condominium stated as percentages or fractions which, in the aggregate, must equal the whole and must be determined in conformance with the manner of allocation set forth in the Declaration; and (f) The portions or percentages and the manner of sharing common expenses and owning common surplus which for residential units must be the same as the undivided share of the common elements.

It is specifically understood that the Developer may, if it shall deem it practicable so to do, develop the additional phases on the land so designated in Section 11 of the Declaration of Condominium and, in such event, all unit owners of said subsequent phases shall have the right to use the common recreational facilities located in Phase I.

RESTRICTIONS ON USE

Certain restrictions are imposed on the unit owners concerning use of the Condominium property. These restrictions may be found in the Condominium Declaration and Bylaws of WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC., and in the Rules and Regulations adopted by WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC., Board of Directors, the initial Rules and Regulations being attached as Exhibit "E" to the Declaration. Additional rules and restrictions can be created by the Board of Directors and the Condominium Association to meet evolving situations. The power of the Condominium Association to enact new rules, regulations, and restrictions is derived from the Declaration and the Condominium Bylaws which are attached to this Prospectus.

Among specific restrictions is one concerning pets which limits owners to pets approved in writing by the Association. Pets must be carried or kept on a leash at all times when outside the confines of their owner's apartments. There are no special restrictions governing children in residency other than they must conduct themselves in accordance with the rules and regulations promulgated by the Association.

UTILITIES AND SERVICES

Services and utilities for WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM have been arranged for by the Developer. The basic services and utilities are as follows:

A. Water Service: Water is supplied by Manatee County Public Utilities Department. Common metering and exten-

sion of water hookups is supplied at Developer expense. Unit Owners will be billed separately by the Manager on a pro rata basis share of the master water bill. The Condominium Association receives separate bills for the separate metering for the bath house and pool which will be paid by the unit owners via the monthly condominium fee.

B. Electric Service: Electrical service is supplied by the Florida Power and Light Company. Each unit owner pays a separate meter installation and deposit fee which is credited to his personal account. Each unit owner is billed separately every month. Electricity for common areas, pool equipment, site lighting, and building lighting is metered separately. This expense is paid for by individual unit owners via the monthly condominium fee.

C. Trash Removal: Trash disposal is provided by Waste Management of Sarasota County.

D. Sewer: Sewer collection and processing facilities are provided by Manatee County Public Utilities Department. The Developer is responsible for the expense of sewer connections. Payments for this service is included with the water bills.

E. Telephone: Each condominium unit is prewired for commercial telephone service in at least two separate locations. Telephone service is available from General Telephone Company.

F. Storm Drainage: Will be from the site to the lake system adjacent to the property.

G. Other Services: Other services found to be required by all owners individually or the condominium as a whole will be contracted for by either the Manager or the Board of Administration.

APPORTIONMENT OF COMMON EXPENSES AND OWNERSHIP

Each condominium unit is owned individually.

Each unit owner is a member of the Condominium Association. The Association owns all common and recreational areas not owned individually by unit owners.

Each unit owner has the same share of ownership as every other unit owner. Initially for Phase I that share is 1/5 since there are 5 units. The share of ownership is as follows assuming additional phases are added:

Phase II	-	1/9
Phase III	-	1/17
Phase IV	-	1/22
Phase V	-	1/28
Phase VI	-	1/36
Phase VII	-	1/44
Phase VIII	-	1/49
Phase IX	-	1/57
Phase X	-	1/63
Phase XI	-	1/71

WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM
ESTIMATED OPERATING BUDGET

The estimated operating budget for the first year of operation for the Condominium Association is set forth in a separate

schedule, Estimated Operating Budget, to this Prospectus. Best available estimates indicate that the total annual budget for the Condominium Association will be approximately $4,802.50, or a monthly cost of approximately $400.20. Based on a total of 5 units each paying a 1/5 share of the total expense, this brings each unit owner's monthly fee to $80.04 or $960.50 per year.

A. Assessments: At the present time it is impossible to predict what special assessments might be required in the first year of operation, or in future years. Assessments are normally required in order to make up deficits in expenditures over income for preceding years. Special assessments are normally levied in order to cover the expense of some unforeseen or unpredictable expense or to finance some special project or projects. No assessments or special assessments are foreseen for the first fiscal year period. See the attached estimated operating budget for Developer's guarantees with respect to the budget. Notwithstanding the foregoing, the Purchaser will make a capital contribution of $160.08 to the Condominium Association at the closing of his purchase, which contribution is for the purpose of providing for initial, non-recurring capital expenses and initial working capital of the Association.

B. Other Individual Owner Costs: In addition to the monthly condominium fee, each individual unit owner may be subject to other expenditures which are particular to his purchase and his condominium unit. Although the personal variables are infinite, any or all of the following expenses could be incurred on a one time or on a reoccurring basis:

1. Mortgage loan closing costs;
2. Electric meter deposit fees;
3. Monthly loan principal and interest expenses;
4. Monthly electric bills;
5. T.V. installation and service fees;
6. Flood, Windstorm, Liability and Contents insurance;
7. Unit real estate taxes;
8. Telephone installation and service fee expense;
9. Interior maintenance;
10. Personal maid or janitorial services.

Because of the numerous variables, it is impossible to make any generalized estimates as to the total monthly or annual expense of these various individual unit owner expenses.

C. Classes of Condominium Expenses: The estimated annual operating budget breaks out the Condominium Association's estimated expenses into twelve general categories. Those categories not covered in the budget will in most cases fall under the classification of individual unit owner expense.

ESTIMATED CLOSING EXPENSES

There are certain purchaser closing costs involved with the purchase of a condominium unit which are not paid for by the seller or Developer, and, therefore, are the responsibility of the condominium unit purchaser.

A. The only closing expenses to be paid by a Condominium unit purchaser will be the first month's maintenance fee of $80.04 per month, plus the one-time $160.08 capital contribution to the Association, prorata taxes and insurance. The Developer will provide an Owner's Title Insurance Policy at its cost and expense.

B. Mortgage Loan Closing Costs: The Developer does not assume any responsibility or liability for mortgage loan closing costs incurred on the part of purchasers. Loan closing costs vary greatly from lender to lender, from season to season, from locality to locality and from year to year. Very generally speaking, loan closing costs range from 2.5% to 4.0% of the total loan amount. Normally, 1% to 2% of this amount is classified as an application fee, origination fee, points, or prepaid interest. The balance of the fees are direct costs incurred in the mortgage application and closing process. None of these expenses are borne by purchasers of condominium units who buy on a cash basis.

C. General Costs Associated with Closing: The following is a list of general closing costs which might be incurred by any purchaser, regardless of cash or mortgage purchase:

1. Electric meter deposit
2. Telephone installation fee
3. Furniture and decorating expense
4. Cable T.V. service installation
5. Prepaid Association fees
6. Customer change order expenses

This list is not meant to be all inclusive. Differing personal circumstances will necessitate different levels of expenditure.

DESCRIPTION OF THE DEVELOPER

WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM is being developed by LF Rossignol Development Corporation, a South Carolina corporation, qualified to do business in Florida.

L. F. Rossignol, III is the owner and President of LF Rossignol Development Corporation which was incorporated in 1982. Since 1976, L. F. Rossignol, III has been a principal in condominium developments in South Carolina, West Virginia, Vermont and Florida exceeding 3,200 condominium units. Some condominium projects developed by LF Rossignol Development Corporation are Ober Tal, Stratton Mt., Vermont and Okemo Mountain Lodge, Ludlow, Vermont. In addition, some condominium projects in which Mr. Rossignol was a principal are Woodlake Villas, Hilton Head Island, South Carolina, Sea Cabins at Isle of Palms, Charleston, South Carolina, and Hilton Head Beach and Tennis Resort, Hilton Head Island, South Carolina.

ATTACHMENTS AND DOCUMENTS

Appended to this Prospectus are numerous attachments and documents that are of particular interest to prospective purchasers of units in this condominium.

The Developer highly encourages the detailed examination of the entire Prospectus, as well as all of its attachments.

Any and all questions regarding this Prospectus or its attachments should be directed to the Developer in care of:

Melinda Jane Morrison
5812 Doral Drive
Sarasota, Florida 34243
(813) 355-9658

DECLARATION OF CONDOMINIUM

FOR

WOODLAKE VILLAS AT PALM AIRE

A CONDOMINIUM

MANATEE COUNTY, FLORIDA

DECLARATION OF CONDOMINIUM

FOR

WOODLAKE VILLAS AT PALM AIRE

A CONDOMINIUM

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DECLARATION OF CONDOMINIUM

FOR

WOODLAKE VILLAS AT PALM AIRE,

A CONDOMINIUM

MANATEE COUNTY, FLORIDA

MADE this 18th day of April, 1986, by LF ROSSIGNOL DEVELOPMENT CORPORATION, a South Carolina Corporation, as owner of the real property hereinafter described, and developer of the improvements thereon (hereinafter called the "Developer"), for itself, its successors, grantees, assignees and/or their transferees.

WHEREAS, said Developer, as owner, makes the following declaration:

1. PURPOSE

The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use, in the manner provided by Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act" or the "Act"), and to reserve the right to submit additional lands and all improvements constructed thereon to the condominium form of ownership and use and the Developer does hereby submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use and reserves the right to submit additional lands and all improvements constructed thereon to the condominium form of ownership and use.

1.1 The name by which this condominium is to be identified is WOODLAKE VILLAS AT PALM AIRE, a condominium.

1.2 The address of this condominium is 5812 Doral Drive, Sarasota, Florida 34243.

1.3 The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are those certain lands lying in Manatee County, Florida, as described in Exhibit A, attached hereto and made a part hereof, which shall hereinafter be referred to as "the land". Said land shall be subject to conditions, restrictions, limitations, easements and reservation of record. The lands owned by the Developer, which by this instrument are reserved for submission to the condominium form of ownership, are those certain lands lying in Manatee County, Florida, as described in Section 11 herein.

1.4 All provisions of the Declaration shall be construed to be perpetual covenants running with the land and with every part thereof and interest therein, and every condominium parcel owner and claimant of the land or any part thereof or interest therein, and his heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of the Declaration, unless this Declaration shall be terminated pursuant to the Condominium Act and/or as provided herein. Both the burdens imposed and the benfits shall run with each condominium parcel as herein defined.

2. DEFINITIONS

The terms used in this Declaration and in the Articles of Incorporation, the By-Laws and the Rules and Regulations of WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC., shall

have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

2.1 Assessment means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

2.2 Association means the corporate entity responsible for the operation of a condominium.

2.3 Association property includes that property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members.

2.4 Board of Administration means the board of directors or other representative body responsible for administration of the association.

2.5 By-Laws means the by-laws of the Association existing from time to time.

2.6 Common Elements includes within its meaning the following:

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

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

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

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

2.7 Common Expenses means all expenses and assessments properly incurred by the Association for the condominium.

2.8 Common Surplus means the excess of all receipts of the Association, collected on behalf of a condominium, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over the common expenses.

2.9 Condominium means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of units that may be owned by one (1) or more persons, and there is, appurtenant to each unit, an undivided share in the common elements.

2.10 Condominium Parcel means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

2.11 Condominium Property means the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.12 Declaration or "declaration of condominium" means the instrument or instruments by which the condominium is created, as they are from time to time amended.

2.13 Developer means the entity which creates a condominium or offers condominium parcels for sale or lease in the

ordinary course of business, but does not include an owner or lessee or a unit owner who has acquired his unit for his own occupancy. The Developer of this condominium is LF Rossignol Development Corporation, a South Carolina corporation, qualified to do business in Florida.

2.14 Institutional Mortgagee is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, federal or state agencies, Federal National Mortgage Association or its servicers, successors and assigns, the Developer or other mortgagee which shall be acceptable to and approved by the Board of Directors of the Association.

2.15 Land means, unless otherwise defined in the declaration as hereinafter provided, the surface of a legally described parcel of real property and shall include, unless otherwise specified in the declaration, and whether separate from or including such surface, air space lying above and subterranean space lying below such surface. However, if so defined in the declaration, land may mean all or any portion of the air space or subterranean space between two legally identifiable elevations and may exclude the surface of a parcel of real property, and may mean any combination of the foregoing whether or not contiguous.

2.16 Limited Common Elements means those common elements which are reserved for the use of certain condominium unit or units to the exclusiion of other units, as specified in the declaration of condominium.

2.17 Operation or "operation of the condominium" includes the administration and management of the condominium property.

2.18 Special Assessment means any assessment levied against unit owners other than the assessment required by a budget adopted annually.

2.19 Unit means a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land or land and improvements together, as specified in the declaration of condominium.

2.20 Unit Owner or "owner of a unit" means the owner of a condominium parcel.

2.21 Utility Services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and all exhibits attached thereto, shall include, but not be limited to, electric power, gas, hot and cold water, heating and refrigeration, air conditioning, garbage and sewage disposal and other required services imposed by governmental authorities.

2.22 Voting Certificate means a document which designates one of the record title owners, or the corporate, partnership, or entity representative who is authorized to vote on behalf of a condominium unit owned by more than one owner or by any entity.

2.23 Voting Interest means the voting rights distributed to the Association members pursuant to the provisions of the declaration of condominium.

3. DEVELOPMENT PLANS

3.1 Improvements

3.1.1 Annexed hereto and made a part hereof as Exhibits B and C, are the survey and site plan and graphic descriptions of all units, including their identification num-

bers, locations and dimensions. The legend and notes contained therein are incorporated herein and made a part hereof by reference.

3.1.2 Where more than one (1) typical unit has been acquired by the same owner and combined into a single dwelling place, the unit plans as described in Exhibits B and C may not reflect the interior plans of the combined units, but the exterior boundaries of the combined unit remain the same. Should any units be combined, combined units shall exist as separate units as described in this Declaration for the purpose of applying the provisions of this Declaration and all exhibits attached hereto.

3.2 Plot Plan -

A survey and plot plan of the lands comprising the condominium and locating the improvements constructed thereon or to be constructed thereon, are attached hereto as Exhibits B and C, respectively.

3.3 Unit Plans

The development plan of the condominium, which contain a survey, plot plan, elevations and floor plans are attached hereto as Exhibits B and C. The legal description of each unit shall consist of the identifying number of such unit as shown on Exhibits B and C, attached hereto. Every deed, lease, mortgage or other instrument may legally describe a unit, apartment and/or condominium parcel by its identifying number as provided for on the attached Exhibits B and C and each and every description shall be deemed good and sufficient for all purposes.

4. UNIT BOUNDARIES

Each unit shall include that part of the unit, which boundaries are as follows:

4.1 Upper and Lower Boundaries

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

4.1.1 Upper Boundary shall be the horizontal or oblique plane of the undecorated, finished ceiling.

4.1.2 Lower Boundary shall be the horizontal plane of the undecorated, finished floor.

4.2 Perimetrical Boundaries

The perimetrical boundaries of the unit shall be the vertical plane of the undecorated and/or unfinished inner surfaces of the walls bounding the unit, extended to intersections with each other and with the upper and lower boundaries.

4.3 Boundaries - Further Defined

The boundaries of the unit shall not include all of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls and those surfaces above the undecorated finished ceilings of each unit, and those surfaces below the undecorated finished floor of each unit, and further, shall not include those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further, shall exclude all pipes, ducts, wires, conduits and other utilities running through any interior wall or partition for the furnishing of utility services to other units and/or for

for the furnishing of utility services to other units and/or for common elements. In those units where attic storage access is provided, a unit owner may use the crawl space for storage at the unit owner's risk. Any damage caused to the unit or common elements by using this storage area shall be the singular expense of the unit owner.

4.4 Screened Porch

A unit shall include, as indicated on Exhibits B and C, a screened porch (lanai). The boundaries of the screened porch shall be as follows: All upper, lower and perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be railing or screen, then the unit shall include the railing or screen and the boundary shall be the exterior surface of the railing or screen. Maintenance of the finished floor of the screened porch shall be borne by the unit owner to which the screened porch is appurtenant. Each screened porch is a part of the unit which it abuts and is for the exclusive use of the owners of the abutting unit, provided, however, no unit owner shall paint or otherwise decorate or change the appearance of any portion of the condominium building and/or condominium property.

4.5 Atrium

A unit shall include, as indicated on Exhibits B and C, an atrium. The boundaries of the atrium shall be as follows: All lower and perimetrical boundaries shall be the same as set forth above. The upper boundary shall be the horizontal plane of the undecorated, finished ceiling of the unit extended to intersections with the perimetrical boundaries. Maintenance of the finished floor of the atrium shall be borne by the unit owner to which the atrium is appurtenant. Each atrium is a part of the unit which it abuts and is for the exclusive use of the owners of the abutting unit, provided, however, no unit owner shall paint or otherwise decorate or change the appearance of any portion of the condominium building and/or condominium property.

4.6 Garage

A unit shall include, as indicated on Exhibits B and C, a garage. The boundaries of the garage shall be as follows: All upper, lower and perimetrical boundaries shall be the same as set forth above. Maintenance of the finished floor of the garage shall be borne by the unit owner to which the garage is appurtenant. Each garage is a part of the unit which it abuts and is for the exclusive use of the owners of the abutting unit, provided, however, no unit owner shall paint or otherwise decorate or change the appearance of any portion of the condominium building and/or condominium property.

5. OWNERSHIP

5.1 Type of Ownership

Ownership of each condominium parcel may be in fee simple or in any other estate in real property recognized by law and subject to this Declaration.

5.2 Association Membership

The owners of record of the units shall be members of the Association. There shall be one (1) membership for each unit and one (1) vote for each unit. If there is more than one (1) record owner per unit, then such membership shall be divided

among such owners in the same manner and proportion as is their ownership in the unit.

5.3 Unit Owner's Rights

The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements and a joint mutual easement for that purpose is hereby created.

6. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

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

7. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the condominium shall own an undivided interest in the common elements, according to the "Schedule of Shares" attached hereto as Exhibit D.

8. COMMON EXPENSE AND COMMON SURPLUS

Common expenses include the expenses of the operation, maintenance, repair, or replacement of the common elements, costs of carrying out the powers and duties of the Association, and any other expense designated as common expense by the Act, the Declaration, or the Bylaws. The common expenses to be borne by each unit owner shall be a proportionate share of the total expenses and costs of the Association. Each unit owner shall be responsible for a portion of the common expenses and costs, and such share shall be in the proportion or percentage of the undivided share in the common elements to his unit as set forth in Exhibit D of this Declaration.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion or percentage of the undivided share in the common elements.

9. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

9.1 Units

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

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

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

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

9.1.2 By the Unit Owner. The responsibility of the unit owner shall be as follows:

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

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

9.1.2.3 Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings of patios, sundecks, balconies, or screened porches, atriums, or garages.

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

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

9.1.2.6 Any officer of the Association or any agent of the Board shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any common element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

9.1.2.7 Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building and/or property.

9.1.3 Alteration and Improvement by Unit Owner Except as elsewhere reserved to the Developer, a unit owner shall not make any alteration in a unit which would remove any portion of, or make any additions to common elements, or do anything that would adversely affect the safety or soundness of common elements or any portion of the condominium property which is to be maintained by the Association.

9.2 Common Elements

9.2.1 By the Association The maintenance and operation of the limited common elements and common elements, including the repair, maintenance and replacement of landscaping and other improvements and facilities shall be the responsibility of the Association as a common expense.

9.2.2 Alteration and Improvement by Association Except for reconstruction or repair after casualty, after the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no material alteration or substantial further additions or improvement of the common elements without prior approval in writing by not less than two-thirds (2/3) of the members of the Association, if the cost of same shall be a common expense which exceed in cumulative expenditure for the calendar year, the sum of $10,000.00. Any such alteration or improvement shall not interfere with the rights of any unit owner without their consent. The cost of such work shall not be assessed against an institutional mortgagee, as defined in Paragraph 2 herein that acquires its title as the result of owning a mortgage upon a unit owned, unless such owner shall approve the alteration or improvement and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so approved by an institutional mortgagee shall be assessed to the other unit owners in the proportion that their shares for the common expenses bear to each other.

There shall be no change in the shares and rights of a unit owner in the common elements, or in his share of the common expenses whether or not the unit owner contributes to the costs of such alteration or improvements.

9.2.3 Land Acquisition. Land acquired by the Association may be added to the land submitted to condominium ownership hereby. This may be done by an amendment to this Declaration that includes the description of the acquired land and submits the said land to condominium ownership under the terms of this Declaration. The amendment shall be executed by the Association and adopted by the unit owners in the manner elsewhere required. Such amendment, when recorded in the public records of Manatee County, Florida, shall divest the association of title to the land and shall state that it conveys all interest of the Association to and vests the title in the unit owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the common elements appurtenant to the units owned by them.

9.2.4 Land Not Incorporated. Any land acquired by the Association that is not incorporated into the land submitted to condominium ownership by amendment of this Declaration, may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the record unit owners of not less than seventy-five percent (75%) of the common elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such land.

9.2.5 Personal Property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

9.3 Enforcement of Maintenance

In the event the owner of a unit fails to maintain a unit as required above, the Association, Developer or any other unit owner shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the

Association shall have the right to enforce any other remedy at law or in equity against the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. The Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions.

Further, in the event a unit owner violates any of the provisions of this section, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without the consent of the unit owner, and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

10. USE RESTRICTIONS

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

10.1 Units

10.1.1 Each of the units shall be occupied only by an owner, members of his family, his servants and guests, as a residence and for no other purpose. No unit shall be permanently occupied by more than 6 persons, and the maximum permanent occupants and overnight guests shall be no more than 8 persons per unit.

10.1.2 Except as reserved to the Developer, no unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be affected thereby.

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

10.1.4 No clotheslines or similar devices shall be allowed on any patios, sundecks or balconies of the condominium units, or any other part of the condominium property, without the written consent of the Board of Directors of the Association.

10.1.5 No owner shall make, allow or cause to be made, any structural addition or alteration of his unit or the common elements without the prior written consent of the Association.

10.1.6 A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association, except to an institutional mortgagee, as hereinbefore defined. The approval of any other mortgagee may be obtained upon conditions determined by the Board of Directors of the Association, and said approval shall be, if granted, prepared in recordable form, executed by the President and Secretary of the Association. Where a unit owner sells his unit and takes back a purchase money mortgage, the approval of the Association shall not be required.

10.1.7 A unit owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien. A unit owner shall give notice to the Association of every suit or other proceeding which may affect title to his unit, such notice to be given within five (5) days after the unit owner received knowledge thereof. Failure to comply with this subsection concerning liens will not affect the validity to any judicial sale.

10.2 Common Elements and Limited Common Elements

The common elements and limited common elements shall be used only for the purpose for which they are intended.

10.3 Nuisances

No nuisances shall be allowed on the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the condominium property.

10.4 Lawful Use

No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 Signs

No signs shall be displayed from a unit or on common elements except such signs as shall have advance written approval by the Association.

10.6 Rules and Regulations

Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request. A copy of the initial Rules and Regulations is attached hereto as Exhibit E.

10.7 Proviso

Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the units of this condominium, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the completion of all contemplated improvements and the sale of all units, and the Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property and the display of signs.

11. Expansion of Condominium.

11.1 Reservation of Right

The Developer reserves the right to construct up to 66 additional Units on that certain real property more fully described on Exhibits B and C attached hereto and shown as Phases II, III, IV, V, VI, VII, VIII, IX, X, and XI on Exhibits B and C. The descriptions contained in Exhibits B and C contain legal descriptions, plot plans and surveys showing the approximate location of all existing and proposed buildings and improvements

that may ultimate be contained within the c dominium. The Developer reserves the right to modify the plot plan and make nonmaterial changes in the legal description of the Phases which permit:

(1) addition of any Phase, in any order or parts of them, in any order;

(2) a minimum number of 4 units in Phases I, II, IV and VIII and a minimum number of 6 units in Phases V and X and a minimum of 8 units in Phases III, VI, VII, IX and XI.

(3) a maximum number of 5 units in Phases I, II, IV and VIII and a maximum number of 6 units in Phases V and X and a maximum number of 10 units in Phases III, VI, VII, IX and XI.

(4) the general size of units in any Phase to be a minimum of 800 square feet and a maximum of 2,800 square feet;

(5) the construction of different types of units with a minimum of one bedroom and a maximum of three bedrooms;

(6) the construction of different types of units with a minimum of one bathroom and a maximum of three bathrooms;

(7) the construction of different types of buildings with a minimum of one floor below ground level and three floors above ground level;

(8) the construction of different types of buildings constructed with exteriors primarily of brick, wood, stucco, asphalt, vinyl, tile or other standard building materials substantially consistent with the quality of construction of the buildings in Phase I; and

(9) the construction of different types of units being located on a minimum of one floor and on a maximum of four floors of a building.

The Developer shall be entitled to submit said real property (or any portion thereof) and all improvements constructed thereon to the condominium by filing an amendment to this Declaration, which shall be executed by the Developer and all persons having record title to the interest in the land being submitted to condominium ownership and shall be consistent with the provisions of the Declaration and shall contain or provide for the following matters: (a) a statement submitting the additional land to condominium ownership as an addition to the Condominium; (b) the legal description of the land being added to the Condominium; (c) an identification by letter, name or number, or a combination thereof, of each Unit within the land added to the Condominium, to ensure that no Unit in the Condominium, including the additional land, will bear the same designation as any other Unit; (d) a survey of the additional land and graphic description of the improvements in which any units are located and a plot plan thereof, and a certificate of surveyor, in conformance with F.S. 718.104(4); (e) the undivided share in the common elements appurtenant to each Unit in the Condominium stated as percentages or fractions which, in the aggregate, must equal the whole and must be determined in conformance with the manner of allocation set forth in the Declaration; and (f) The portions or percentages and the manner of sharing common expenses and owning common surplus which for residential units must be the same as the undivided share of the common elements.

11.2 Conditions Precedent to Filing of Amendment The Developer shall have the right to file the Amendment prescribed herein if all of the following conditions precedent have been met:

(a) The improvements constructed on the real property to be added to the condominium pursuant to this Paragraph shall have been constructed in a manner substantially consistent with the quality of construction of the condominium.

(b) All improvements constructed on the additional real property shall have been constructed in a good and workmanlike manner and the improvements shall be substantially complete.

(c) Developer shall notify owners of existing units of the commencement of, or the decision not to add, one or more additional phases by certified mail addressed to each owner at the address of his unit or at his last known address.

11.3 Amendments to Declaration In the event Developer, in its sole discretion, elects to proceed to enlarge the condominium by adding Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII, Phase VIII, Phase IX, Phase X or Phase XI or any of them, in any order or parts of them, in any order, the Developer shall execute an amendment or amendments to this Declaration which shall be filed for record in the public records for Manatee County, Florida on or before seven years from the date of the recording of this Declaration. Failure of the Developer to file for record in the public records of Manatee County, Florida, the amendment or amendments prescribed by this Declaration on or before seven years from the date of the recording of this Declaration, shall constitute an irrevocable decision on the part of the Developer not to add any additional real property to the condominium and all further rights of the Developer to expand the condominium shall cease and be of no further force or effect.

11.4 Assignability of Rights The Developer shall be entitled to assign the rights reserved in this Declaration and all other rights under this Declaration to any person or entity to whom any portion of the real property more fully described in Exhibits B and C attached hereto is transferred or mortgaged, including without limitation, Developer's Mortgagee.

11.5 Adjustment of Shares of Common Elements Anything to the contrary contained in this Declaration notwithstanding, the proportion or percentage of the undivided share in the common elements of each Owner for all purposes shall be adjusted upon the filing of the Amendment(s) prescribed herein based upon the specified formula set forth in Exhibit D hereof, with the resulting proportion or percentage of the undivided share in the common elements of each Owner in the condominium, as expanded, to equal the proportion or percentage which the assigned right of his Unit as set forth in Exhibit D bears to the aggregate assigned weights of the original Units and all additional Units added to the condominium as set forth in Exhibit B.

11.6 Application of Declaration Upon the filing of the Amendment(s) prescribed herein, all definitions contained in this Declaration shall be deemed amended to the extent necessary to cause the additional real property and the improvements described in such Amendment to be treated as fully an integral part of the condominium as if said real property and improvements constituted a portion of the condominium as of the effective date hereof.

11.7 Annual Assessments for Additional Units and Working Capital Reserve The Annual Assessment for the balance of the then current fiscal year with respect to Units added to the condominium pursuant hereto shall be equal to an amount determined by dividing the current Annual Assessment for the condominium by 365 and multiplying the quotient by the number of days remaining in the then current fiscal year. Assessments regarding all of the additional Units shall commence upon the filing of the Amendment prescribed herein except for unsold units which shall be subject to the provisions set forth in Section 20, Developer's Units and Privileges. Thereafter, all Units shall be assessed as otherwise provided in this Declaration.

successors and as gns, shall have the absolut right to expand the condominium i accordance with this Decl ition and to file the Amendment(s) prescribed herein without an action or consent on the part of any Owner or mortgage holder except Developer's Mortgagee' provided, however, that to the extent any action on the part of any Owner is required by any third party to assure the expansion of the condominium as provided herein, each Owner, in accepting a deed to a Unit, agrees to undertake such action and/or provide such consents as are reasonably requested, and expressly appoints the Developer his due and lawful attorneyin-fact, with full power of substitution, to execute all documents reasonably required to evidence the requisite action or consent.

11.9 Recreation Areas The recreation areas and facilities which will be owned as common elements by all unit owners and all personal property to be provided as each phase is added to the condominium are contained in Phase I and will not change if additional phases are added except that Developer may elect to construct a wooden pier and/or include the right to use the existing adjacent lake and lake area, as set forth below. The description of the recreational area and facilities is as follows:

The pool will be rectangular in shape with dimensions of 20 feet by 50 feet and will be heated. It will have a capacity of approximately 33,000 gallons of water. The pool will be surrounded by a 1,500 square foot keystone deck which will be furnished with a minimum of $1,500.00 worth of personal property.

Adjacent to the pool will be a bath house which is a 10 feet by 10 feet enclosure constructed of wood. The bath house will contain men's and women's restroom facilities. Immediately next to the pool area, the Developer may elect to construct a wooden pier extending out into an adjoining lake that will measure 30 feet by 50 feet.

The Developer may elect to include the right to use the existing adjacent lake (4.043 acres) and lake area (5.487 acres) in common with owners in Fairway Six Subdivision Unit 1.

11.10 Association Membership

There shall be one (1) membership in the Association for each unit and one (1) vote for each unit in each phase which is developed and added as a part of the condominium. The owners of record of the units shall be members of the Association. If there is more than one (1) record owner per unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the unit. In the event any phase or phases are not developed and added as a part of the condominium the membership shall consist only of those units which are built and are part of the condominium and these units shall be entitled to 100 per cent ownership of all common elements within phases actually developed and added as a part of the condominium.

11.11 Prohibition Against Time Shares

Time-share estates may not be created with respect to units in any phase.

12. PARKING SPACES

The following provisions will be applicable to the transfer and assignment of parking spaces.

12.1 Common Element Parking Spaces

Common Element Parking Spaces shall be a part of the common elements and shall be under the control and jurisdiction of WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC., except that no Common Element Parking Space may be assigned to a unit or otherwise transferred unless approved in the same manner as required to amend this Declaration of Condominium, provided herein.

13. EASEMENTS

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

13.1 Utilities

As may be required for utility services in order to adequately serve the condominium property; provided, however, easements through a unit shall be only according to the plans and specifications for the building or as the building is actually constructed, unless approved, in writing, by the unit owner. In addition, the Board of Directors shall be entitled to grant additional permits, licenses and easements over the common elements for utilities and other purposes reasonably necessary or useful for the proper maintenance and operation of the condominium.

13.2 Pedestrian and Vehicular Traffic

For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes.

13.3 Support

Every portion of a unit contributing to the support of the condominium building or an adjacent unit shall be burdened with an easement of support for the benefit of all other units and common elements in the building.

13.4 Perpetual NonExclusive Easement in Common Elements

The common elements shall be, and the same is hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the owners of units in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal puroses, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners, but no such use may hinder or encroach upon the lawful rights of other unit owners.

13.5 Right of Entry into Private Dwellings in Emergencies

In case of an emergency originating in or threatening any unit, regardless of whether or not the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building manager or managing agent, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit under the control of the Association, a key to such unit.

13.6 Right of Entry for Maintenance of Common Property

Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration or repair to any portion of the condominium property, the owner of each unit shall permit other owners by their representatives, or the duly constituted and authorized agent of the Association, to enter such unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

13.7 Easement for Unintentional and Non-Negligent Encroachment

In the event that any unit shall encroach upon any of the common elements for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment into the common elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the common elements shall encroach upon any apartment unit, then an easement shall exist for the continuance of such encroachment of the common elements into any unit for so long as such encroachment shall naturally exist.

13.8 Air Space

An exclusive easement for the use of the air space occupied by a condominium unit as it exists at any particular time and as the unit may lawfully be altered. An easement in airspace which is vacated shall be terminated automatically.

13.9 Easements or Encroachments

Easements or encroachments by the perimeter walls, ceilings and floor surrounding each condominium unit.

13.10 Easement for Overhangs

Easement for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

13.11 Easement for Air Space of Common Elements

An exclusive easement for the use of the area and air space occupied by the air conditioning compressor and the equipment and fixtures appurtenant thereof, situated in and/or on common elements of the condominium but exclusively serving and individually owned by the owner of the unit, as the same exist in and on the land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, however, that the removal of same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

13.12 Reservation of Easements by Developer. Until Developer has completed all of the contemplated improvements and closed sales of all of the units of this condominium, the Developer reserves: (1) nonexclusive, perpetual easements and right of way in common with others for access, ingress and egress, on foot or by vehicle of any kind, and for all purposes over the common elements; (2) nonexclusive perpetual easements and rights of way for the construction of the contemplated improvements and for the installation, maintenance and use of water, sewer, electrical drainage, cable television, telephone lines and other utilities and facilities, on, over and along the common elements; and (3) nonexclusive perpetual easements and rights of way to connect with and make use of, and the right, but not the obligation, to maintain, repair and replace, all utility lines, pipes, conduits and facilities in connection therewith located on, over and along the common elements; and (4) nonexclusive perpetual easements and rights of way to use the common elements in common with others for the purpose for which they are intended.

The foregoing reserved easements shall run with the land, have a terminus on adjoining property of Developer, are appurtenant to adjoining land of Developer and are essential and necessary to the enjoyment of Developer's adjoining property.

For the purposes of these reserved easements, adjoining property of the Developer is deemed to be Phases II, III, IV, V, VI, VII, VIII, IX, X and XI as shown on Exhibits B and C.

The foregoing reserved easements shall be automatically extinguished as to each Phase at such time as the Developer conveys all of the units in said Phase.

14. ASSOCIATION

In order to provide for the proficient and effective administration of this condominium by the owners of units, a nonprofit corporation known and designated as WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC., has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, its By-Laws and the Rules and Regulations promulgated by the Association from time to time.

14.1 Articles of Incorporation

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

14.2 By-Laws

The By-Laws of the Association shall be the by-laws of the condominium, a copy of which is attached hereto as Exhibit G.

14.3 Limitation Upon Liability of Association

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

14.4 Restraint Upon Assignment of Shares in Assets

The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a unit.

14.5 Approval or Disapproval of Matters

Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

14.6 Membership

The record owners of all units in this condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to, or fee interest in a condominium parcel in said condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisons of this Declaration and by the recordation among the public records of Manatee County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon

become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

14.7 Voting

On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each unit.

15. INSURANCE

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

15.1 Authority to Purchase

All insurance policies upon the condominium property shall be purchased by the Associaton for the benefit of the Association and the unit owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of unit owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense. All policies purchased by the Association must be written by insurance companies authorized to do business in the State of Florida, and with offices or agents in Florida, provided, however, all such insurance policies must be accepted and approved by the institutional mortgagee holding the largest aggregate dollar sum of mortgages encumbering condominium parcels in the condominium, said sum to be ascertained at the time of purchase or renewal of each policy. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property and the condominium property required to be insured by the Association as follows:

All hazard policies issued to protect condominium buildings shall provide that the word "building" where used in the policy shall include, but shall not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as existed at the time the unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include floor coverings, wall coverings or ceiling coverings. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy.

Insurance policies issued to individual unit owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

15.2 Coverage

15.2.1 Casualty. All buildings and improvements upon the land, including units and all personal property of the Association included in the Condominium property, are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of Directors of the Association, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

15.2.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and flood disaster insurance, if any part of the condominium is in a special flood hazard area, and fidelity bonds.

15.2.1.2 Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

15.2.2 Public Liability. In such amounts and with such coverage as shall be required by the Board of Directors of the Association with cross liability endorsements to cover liability of the unit owners as a group to a unit owner.

15.2.3 Workmen's Compensation. As shall be required to meet the requirements of law.

15.2.4 Association Insurance. Such other insurance as the Board of Directors of the Association, in its discretion, may determine from time to time to be in the best interest of the Association and the unit owners, including Directors' Liability Insurance or other insurance that an institutional mortgagee may reasonably require, so long as it is the owner of a mortgage on any condominium parcel.

15.3 Premiums

Premiums for insurance policies purchased by the Association shall be paid by the Association.

15.4 Assured

All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear and shall provide that all proceeds covering casualty losses shall be paid to any national bank in Manatee County, with trust powers, as may be approved and designated insurance trustee by the Board of Directors of the Association, which trustee is herein referred to as the "Insurance Trustee." All insurance policies shall require written notification to each institutional mortgagee not less than ten (10) days in advance of cancellation of any insurance policy insuring the condominium property and shall contain a standard mortgagee clause or equivalent endorsement (without contribution).

15.4.1 Common Elements. Proceeds on account of common elements shall be held in as many undivided shares as there are units in each building, the shares of each unit owner being the same as his share in the common elements, as same are hereinabove stated.

15.4.2 Units. Proceeds on account of units shall be held in the following undivided shares:

15.4.2.1 Partial Destruction. When the building is to be restored, for the owners of damaged units in proportion to their share of the common elements appurtenant to their unit.

15.4.2.2 Total Destruction. When the building is to be restored, for the owners of all units in the building in proportion to their share of the common elements appurtenant to their unit.

15.4.2.3 Mortgagee. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests appear. In no event shall any mortgagee have

the right to demand the application of insurance proceeds to any mortgage or mortgages which it may hold against units, except to such extent as said insurance proceeds may exceed the actual cost of repair or restoration of the damaged building or buildings, and no mortgagee shall have any right to participate in the determination as to whether or not improvements will be restored after casualty.

15.5 Distribution of Proceeds

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

15.1.1 Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisons made therefor.

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

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

15.1.4 Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by the President and Secretary as to the names of the unit owners and their respective shares of the distribution.

15.1.5 Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY OR CONDEMNATION

16.1 Determination to Reconstruct or Repair

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

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

16.1.2 Apartment Building

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

16.1.2.2 Major Damage. If the damaged improvement is part of the condominium building and if units to which more than fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the common elements agree in writing to such reconstruction or repair.

16.1.3 Certificate. The Insurance Trustee may rely upon a certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

16.2 Plans and Specifications

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the condominium building, by the owners of not less than seventy-five percent (75%) of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

16.3 Responsibility

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 construction or repair after casualty shall be that of the Association.

16.4 Estimates 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 repair or rebuild.

16.5 Assessments

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if any time during the reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged units and against all unit owners in the case of damage to common elements, in sufficent amounts to provide funds to pay the estimated costs. Such assessments against the unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

16.6 Deductible Provision

The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a common expense.

16.7 Construction Funds

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

16.7.1 Association. If costs of reconstruction and repair which are the responsibility of the Association, are more than Five Thousand Dollars ($5,000.00), then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Assocation shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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

16.7.2.1 Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner, shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement, then to the unit owner and the mortgagee jointly.

16.7.2.2 Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand Dollars ($5,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

16.7.2.3 Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand Dollars ($5,000.00), 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 the State of Florida and employed by the Association to supervise the work.

16.7.2.4 Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

16.7.2.5 Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and

stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner, and further provided, that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

16.8 Condemnation

16.8.1 Representation by the Association. The Association shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common elements or part thereof and each unit owner hereby appoints the Association as attorney-in-fact for said purposes.

16.8.2 Deposit of Awards with Insurance Trustee. The taking of portions of the condominium property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the insurance trustee. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the insurance trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special assessment shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

16.8.3 Determination Whether to Continue the Condominium. Whether the condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking of eminent domain shall also be deemed to be a casualty.

16.8.4 Disbursement of Funds. If the condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the condominium is terminated after a casualty. If the condominium is not terminated after condemnation, the size of the condominium will be reduced and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the insurance trustee after a casualty, or as elsewhere in this Section 16 specifically provided.

16.8.5 Discretion of Board. In circumstances not covered by this Declaration or by law, a 2/3rds majority of the Board may, upon an opinion of counsel that its decision is reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

17. ASSESSMENTS

The making and collecting of assessments against unit owners for common expenses shall be the obligation of the Board of Directors pursuant to the By-Laws and subject to the following provisons:

17.1 Share of the Common Expenses

Each unit owner shall be liable for a proportionate share of the common expenses and shall be entitled to an undivided share of the common surplus, such shares being set forth in Exhibit D. A unit owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. Except as provided for in Section 17.6, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of transfer of title, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

17.2 Non-Waiver

The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the asessment is made.

17.3 Interest, 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 ten (10) days after the date when due shall bear interest at 18 per cent per annum from the date when due, until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

17.4 Lien for Assessments

The association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, against the owner of such condominium parcel. Reasonable attorney's fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all unpaid assessments, interest, and costs which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure, shall be payable by the unit owner and secured by such lien.

Said lien shall be effective from and after the time of recording in the public records of Manatee County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due. Such lien shall not continue for a longer period than 1 year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction in which event, the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association. Upon full payment, the party makng payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional mortgage recorded prior to the time of recording of the claim of lien.

17.5 Collection and Foreclosure

The Board of Directors may take such action as they deem necessary to collect assessments of the Association by personal action or by enforcing and foreclosing said lien, and may settle and compromise same, if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In

case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

17.6 Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessment

Notwithstanding anything to the contrary contained in this Declaration of Condominium, where the mortgagee of a first mortgage of record or other purchaser of a unit, obtains title to a condominium parcel by a purchase at the public sale resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lien holder, or when the mortgagee of a first mortgage of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments attributable to such condominium parcel, or chargeable to the former unit owner of such parcel which become due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer of title, whether as a result of foreclosure or by acceptance of a deed to the condominuim parcel in lieu of foreclosure. The new owner by virtue of the acquiring of such title shall forthwith become liable for payment of the common expenses and such other expenses as may be chargeable to the owner of a condominium unit hereunder; however, any person who acquires an interest in a unit, except by purchase at a public sale as described above, or as a result of a deed given in lieu of foreclosure of a first mortgage of record, including, without limitation, persons acquiring title by operation of law, including persons who became purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

17.7 Assignment of Claim and Lien Rights

The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessment to the Developer, or to any unit owner or group of unit owners, or to any third party.

17.8 Unpaid Assessments - Certificate

Within 15 days after request by a Unit Owner or unit mortgagee, the Association shall provide a certificate stating all assessments and other moneys owed to the Association by the Unit Owner with respect to the condominium parcel. Any person other than the owner who relies upon such certificate shall be protected thereby.

17.9 Special Assessments

The Board of Directors may levy special assessments for the purpose of supplementing assessments if the assessments are inadequate to pay the common expenses and of defraying, in whole or part, the cost of any reconstruction, repair, or replacement of the common elements (including the necessary fixtures and personal property related thereto); provided that the specific purpose or purposes of any special assessment shall be set forth in a written notice of such special assessment sent or delivered to each Unit Owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or

purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered common surplus.

18. COMPLIANCE AND DEFAULT

Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of unit owner to comply therewith shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act.

18.1 Negligence

A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, invitees, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Assocation. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements.

18.2 Costs and Attorneys' Fees

In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

18.3 No Waiver of Rights

The failure of the Association or any unit owner to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration or any of the exhibits attached hereto, shall not constitute a waiver of the right to do so thereafter.

19. AMENDMENT OF DECLARATION

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

19.1 Notice

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

19.2 Resolution of Adoption

A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Associaton or by the members of the Association. Proposals to amend existing provisions shall contain the full text of the provisions to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF DECLARATION. SEE PROVISION NUMBER ____ FOR PRESENT TEXT." Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at

or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than sixty-seven percent (67%) of the votes of the entire membership of the Board of Directors and by not less than sixty-seven percent (67%) of the votes of the entire membership of the Association.

19.3 Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Unit Owners

A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by members of the Association whenever it appears that there is an omission or error in this Declaration of Condominium, or any exhibit attached hereto, or amendment hereto, as follows:

19.3.1 Not less than fifty percent (50%) of the votes of the entire membership of the Board of Directors and by not less than fifty percent (50%) of the votes of the entire membership of the Association.

19.3.2 Any amendment adopted pursuant to the provisions of Paragraph 19.3 shall not materially adversely affect the property rights of unit owners.

19.3.3 Until the Developer has sold and conveyed all of the units in the condominium, any amendment adopted pursuant to this Paragraph 19.3 must be approved and consented to by the Developer.

19.4 Proviso

No amendment shall discriminate against any unit owner or against any unit, or class or group of units, unless the unit owners so affected and their institutional mortgagees shall consent; and no amendment shall change any unit or the share in the common elements, and other of its appurtenances or change the owner's share of the common elements, and other of its appurtenances or change the owner's share of the common expenses and common surplus, except as hereinabove provided, unless the owner of the unit concerned and all such mortgagees as first above recited, shall join in the execution of the amendment and unless all the record owners of all other units approve the amendment. Neither shall an amendment make any change in the section entitled "Insurance", nor in the section entitled "Reconstruction or Repair After Casualty or Condemnation", unless the record owner of all mortgages upon the condominium shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

19.5 Execution and Recording

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Manatee County, Florida.

19.6 Amendments

The section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon condominium parcels.

20. DEVELOPER'S UNITS AND PRIVILEGES

20.1 Developer

The Developer, at the time of filing of this Declaration, is the owner of all of the real property, individual units and appurtenances comprising this condominium. Therefore, the Developer, until all of the units have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person approved by the Developer. Said Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale of units, including, but not limited to the right to maintain models, have signs, staff employees, maintain offices, use the common elements and show units. Any sales office, signs, fixtures or furnishings or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

20.2 Expenses

After the commencement date of payment of monthly common expenses, in the event there are unsold units, the Developer retains the right to be the owner of said unsold units; however, for such time as the Developer continues to be a unit owner, but not exceeding such period of time as the Developer shall have guaranteed to each purchaser in the purchase contract, declaration, or prospectus or by agreement between the Developer and a majority of the Unit Owners other than the Developer that the assessment for common expenses of the condominium imposed upon unit owners other than the Developer shall not increase over a stated dollar amount, the Developer shall be required to contribute only such sums to the common expenses of the condominium as incurred and required during that period and which have not been produced by assessments at the guaranteed level receivable from other unit owners, as may be required for the Association to maintain the condominium. In no event shall the Developer be required to contribute to the common obligation for such unit as specified and set forth in this Declaration and the exhibits attached hereto. Commencing on the expiration of the period of a guaranteed level of assessments as aforesaid, the Developer shall contribute to the common expenses, as to the units owned by it, in the same manner as all other unit owners. Notwithstanding the foregoing, in the event the Developer is the owner of condominium units during the guaranteed period as aforedescribed, and if any such unit is leased and occupied by a third party, then the maintenance of said unit shall be contributed and borne by the Developer as all other unit owners.

20.2.1 The amount assessed against other unit owners; and

20.2.2 The funds collected by the Developer for regular periodic assessments for common expenses as provided herein and turned over to the Association to initially fund the Association.

20.3 Amendment

Notwithstanding anything herein to the contrary, the provisions of this section shall not be subject to any amendment until the Developer has sold all of the units in WOODLAKE VILLAS AT PALM AIRE, a Condominium.

21. TERMINATION

The condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

21.1 Destruction

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

21.2 Agreement

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

21.2.1 Exercise of Option. The option shall be exercised by delivery or mailing by certified mail, to each of the record owners of the units to be purchased, of an agreement to purchase, signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall provide for the purchase of all of the units owned by owners not approving the termination, and the effect of said agreement shall be to create a separate contract between each seller and his purchaser.

21.2.2 Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the Amercian Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

21.2.3 Payment. The purchase price shall be paid in cash.

21.2.4 Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

21.3 Certificate

The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the

Association, executed by the President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Manatee County, Florida.

21.4 Shares of Owners After Termination

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

21.5 Amendments

This section concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon condominium parcels.

22. SEVERABILITY AND INVALIDITY

The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association, shall not affect the validity of the remaining portions which shall remain in full force and effect.

In the event any court shall hereafter determine that any provisions of this Declaration of Condominium, as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

23. INTERPRETATION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same; i.e., Chapter 718, Florida Statutes, as amended.

24. RIGHTS RELATED TO MORTGAGEES

24.1 Notice of Action. Upon written request to the Association from any first mortgage holder ("Eligible Mortgage Holder") or any insurer or government guarantor of a first mortgage ("Eligible Insurer/Guarantor"), identifying the name and address of the holder, insurer or guarantor and the unit number or address, such Eligible Mortgage Holder or Eligible Insurer/Guarantor shall be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects any material portion of the Condominium or any Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer/Guarantor, as applicable;

(b) any delinquency in the payment of Assessments or other charges by any Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Holder or Eligible Insurer/Guarantor which remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in Section 24.2 hereafter.

24.2 Special Voting Rights of Eligible Mortgage Holders. To the extent permitted by the Act, any material action with respect to the Condominium, amendment of the Condominium Documents, restoration or repair of the Condominium after partial or total condemnation or casualty loss, or termination of the legal status of the Condominium under the Act, requiring the vote of the Owners and which shall materially affect the rights of Eligible Mortgage Holders shall also require the consent of the Eligible Mortgage Holders holding mortgages on Units which represent at least fifty-one (51%) per cent of the total Voting Interests of Units subject to liens of mortgages of Eligible Mortgage Holders; provided, however, that in the case of termination of the legal status of the Condominium not made as a result of destruction, damage, or condemnation, the applicable percentage shall be sixty-seven (67%) per cent instead of fifty-one (51%) per cent.

IN WITNESS WHEREOF, the Developer, LF Rossignol Development Corporation, a South Carolina Corporation, has caused the execution of this Declaration of Condominium this 18th day of April, 1982.

WITNESSES:

Peggy J. Lamb

Kathleen R. Worten

LF ROSSIGNOL DEVELOPMENT CORPORATION, A SOUTH CAROLINA CORPORATION

Developer

By: [signature]

STATE OF FLORIDA)
)
COUNTY OF Manatee)

The foregoing instrument was acknowledged before me this 18 day of April, 1982, by LF Rossignol Development Corporation, a South Carolina Corporation, on behalf of said corporation.

Kathleen R. Worten
Notary Public

My Commission Expires: Notary Public, State of Florida My Commission Expires Nov. 7, 1977 Bonded Thru Fire Insurance, Inc.

JOINDER OF MORTGAGEE OF
DECLARATION OF CONDOMINIUM

Fleet National Bank, the owner and holder of a Mortgage, Security Agreement, and Assignment of Leases and Rents (the "Mortgage") from LF Rossignol Development Corporation (the "Developer") encumbering (i) the land described in Exhibits A, B and C, attached to the Declaration of Condominium of Woodlake Villas at Palm Aire, a condominium, according to the Declaration thereof to which this Joinder is attached, and (ii) other real property of the Developer, hereby consents to and joins in the said Declaration and agrees that the lien of its Mortgage, to the extent of the encumbrance upon the land described in Exhibit A attached to the Declaration of Condominium (i.e., Phase I) shall be upon all of said condominium parcels of Woodlake Villas at Palm Aire, a Condominium, according to the Declaration thereof, together with all of the appurtenances, including, but not limited to, any common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

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

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

EXECUTED THIS 21st day of April, 1986.

WITNESSES:

Kerry A. O'Shea

Deborah M. Mazur

FLEET NATIONAL BANK,
Mortgagee

By: Christopher J. Thomas
Christopher J. Thomas, Vice President

By: George M. Sadler
George M. Sadler, Assistant Vice President

STATE OF RHODE ISLAND)
)
COUNTY OF PROVIDENCE)

In the City of Providence, in said County and State, on the 21st day of April, 1986, before me personally appeared Christopher J. Thomas, a Vice President and George M. Sadler, an Assistant Vice President of Fleet National Bank to me known and known by me to be the persons executing the foregoing instrument and the acknowledged said instrument by them executed to be their free act and deed and free act and deed in their capacities as aforesaid and the free act and deed of Fleet National Bank.

Deborah M. Mazur
Notary Public
My Commission Expires: 6/30/86

DEBORAH M. MAZUR, Notary Public
My Commission Expires June 30, 1986

SURVEYOR'S CERTIFICATE

WOODLAKE VILLAS AT PALM AIRE

A CONDOMINIUM
(PHASE I)

I, DENNIS G. HEASLEY (Registered Land Surveyor No. 3466, State of Florida), a surveyor authorized to practice in the State of Florida, hereby certify that the construction of the improvements described in Exhibit A of the Declaration of Condominium of WOODLAKE VILLAS AT PALM AIRE, A Condominium attached hereto, consisting of two (2) pages, and Exhibits B and C of the Declaration of Condominium attached hereto, consisting of fourteen (14) pages, is substantially complete so that the material, together with the provisions of the Declaration relating to matters of survey describing the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements, limited common elements, and of each unit can be determined from these materials.

DENNIS G. HEASLEY,
Registered Land Surveyor No. 3466,
State of Florida

(Seal)

Sworn to and subscribed before me this 18th day of APRIL, 1986.

Margaret Fay Power
Notary Public, State of Florida
at Large

My Commission Expires: Aug. 20, 1988

EXHIBIT A

LAND

WOODLAKE VILLAS AT PALM AIRE PHASE I

Commence at the northeast corner of the S.W. 1/4, of the N.E. 1/4 of Section 27, Township 35 South, range 18 East; thence S 00° 40' 25" E, along the east line of said S.W. 1/4, a distance of 938.07 feet, to a concrete monument marking the north line of Palm-Aire Golf Course; thence run West, along said north line, a distance of 597.94 feet to a concrete monument; thence N 71° 21' 02" W, along said north line, a distance of 52.31 feet for a POINT OF BEGINNING; thence continue N 71° 21' 02" W, along said north line, a distance of 197.69 feet to the southeast corner of Tract 74-A of Fairway Six, Unit 1, as recorded in Plat Book 21, pages 135 thru 139, Public Records of Manatee County, Florida; thence N 27° 17' 28" E, along the easterly line of said Fairway Six, a distance of 197.09 feet to an iron rod marking the north R/W of Doral Drive (50' Wide), a private access easement; thence N 62° 42' 32" W, along the easterly line of said Fairway Six, and along the northerly R/W of said Doral Drive, a distance of 72.31 feet to an iron rod marking the east line of an unnamed private access easement (50' wide); thence N 42° 11' 26" E, along the easterly line of said Fairway Six, and along the easterly line of said easement, a distance of 89.97 feet to an iron rod at the intersection with the south R/W line of Merion Way (50' wide), a private access easement, said intersection being on a curve whose radius point lies N 39° 40' 37" E, a distance of 570.00 feet; thence run southeasterly along the arc of said curve, and along the easterly line of said Fairway Six, and along the southerly R/W line of said Merion Way, through a central angle of 16° 51' 20", a distance of 167.69 feet; thence S 67° 54' 26" W, a distance of 113.84 feet, to a point on a curve whose radius point lies N 27° 17' 28" E, a distance of 706.00 feet; thence run easterly along the arc of said curve, through a central angle of 19° 44' 32", a distance of 243.26 feet; thence N 21° 54' 22" E, a distance of 260.96 feet to an iron rod on the easterly line of said Fairway Six; thence N 42° 53' 49" E, along the easterly line of said Fairway Six, a distance of 146.37 feet to an iron rod on the easterly line of said Fairway Six; thence S 72° 27' 23" E, a distance of 94.52 feet; thence S 06° 12' 04" W, a distance of 48.47 feet; thence S 79° 23' 20" W, a distance of 121.52 feet; thence S 10° 36' 40" E, a distance of 131.88 feet; thence N 87° 30' 00" W, a distance of 125.34 feet; thence S 21° 54' 22" W, a distance of 20.78 feet; thence S 03° 45' 45" W, a distance of 139.70 feet to a point on a curve whose radius point lies N 03° 45' 45" E, a distance of 734.00 feet; thence run westerly along the arc of said curve, through a central angle of 13° 31' 48", a distance of 173.33 feet; thence S 17° 17' 33" W, a distance of 141.69 feet to the point of beginning, being and lying in Section 27, Township 35 south, range 18 east, Manatee County, Florida.

Containing 1.76 acres more or less.

Together with all of Developer's right, title, interest, claims, demands, benefits, privileges and prerogatives as contained in the following instruments subject to the reservations, terms, conditions and provisions contained in the respective instruments, and reserving to Declarant, its successors, transferees, and assigns, for the benefit of adjacent property described in Section 11 of the Declaration, the right in common with Grantee and others to use such easements upon the same terms and conditions established by the respective instruments: (1) Easement Indenture recorded in Official Records Book 1056, page 1953, Public Records of Manatee County, Florida; (2) Entrance

Area Easement Agreement recorded in Official Records Book 1143, page 409, Public Records of Manatee County, Florida; (3) Lake Area Easement Agreement recorded in Official Records Book 1143, page 421, Public Records of Manatee County, Florida; and (4) Common Area Easement Agreement recorded in Official Records Book 1143, page 415, Public Records of Manatee County, Florida, all as easements appurtenant to the above described lands.

Subject to the following:

(a) taxes, pending municipal liens and easements existing and to be created for ingress and egress to the property and for utilities, parking and other purposes; and

(b) conditions, restrictions, reservations, covenants, limitations, and easements existing against the property.

EXHIBITS B AND C

PLOT PLAN AND SURVEY

See ~~Plat~~ Condo Book 19, pages 184 through 197 Official Records, Manatee County, Florida.

083423

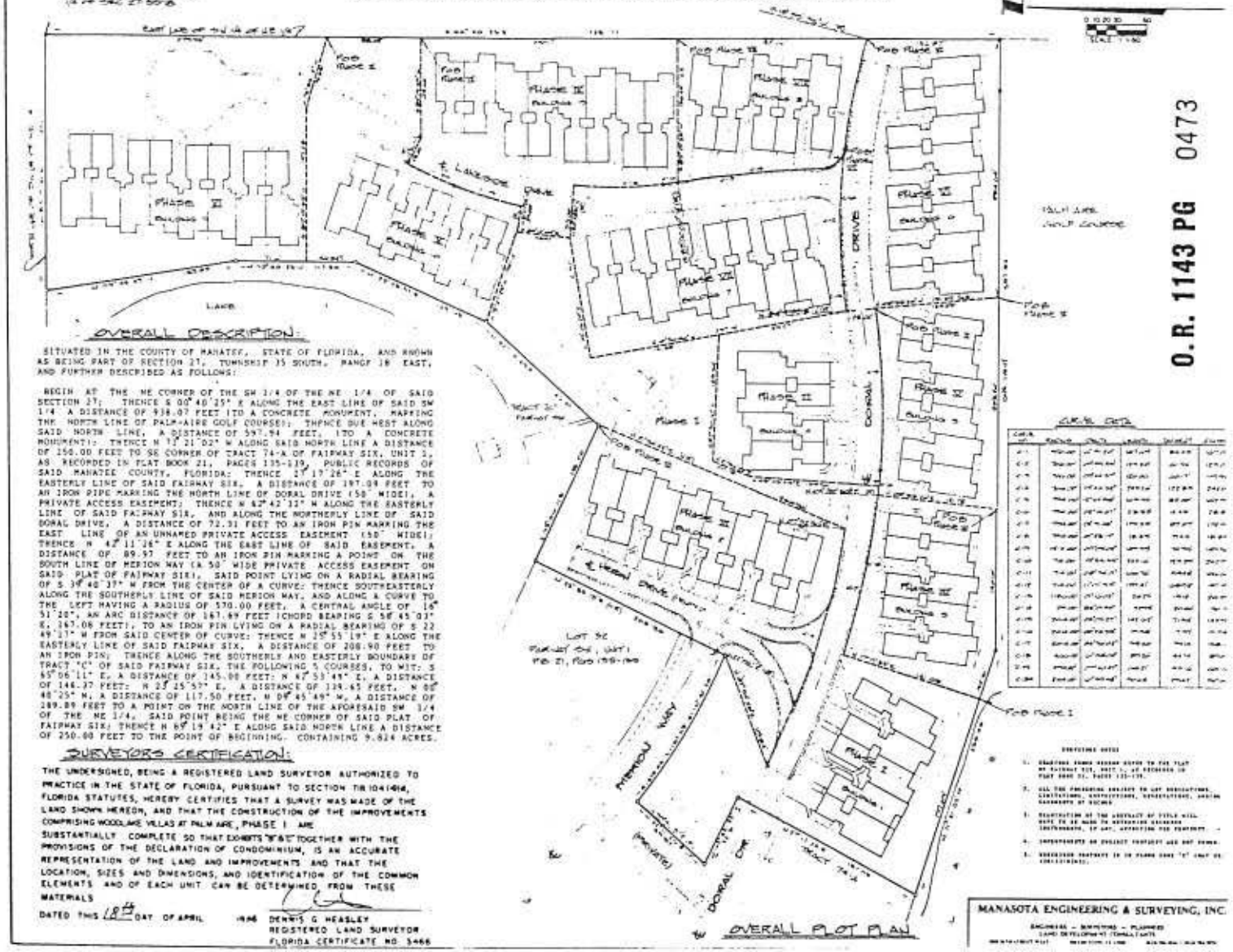
EXHIBITS B AND C

WOODLAKE VILLAS AT PALM AIRE

A CONDOMINIUM

LOCATED IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK 19 PAGE 184
SHEET 1 OF 14



OVERALL DESCRIPTION:

SITUATED IN THE COUNTY OF MANATEE, STATE OF FLORIDA, AND KNOWN AS BEING PART OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, AND FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 27; THENCE S 00°40'25" E ALONG THE EAST LINE OF SAID SW 1/4 A DISTANCE OF 938.07 FEET (TO A CONCRETE MONUMENT, MARKING THE NORTH LINE OF PALM-AIRE GOLF COURSE); THENCE DUE WEST ALONG SAID NORTH LINE, A DISTANCE OF 597.94 FEET, (TO A CONCRETE MONUMENT); THENCE N 13°21'03" W ALONG SAID NORTH LINE A DISTANCE OF 250.00 FEET TO SE CORNER OF TRACT 74-A OF FAIRWAY SIX, UNIT 1, AS RECORDED IN PLAT BOOK 21, PAGES 135-139, PUBLIC RECORDS OF SAID MANATEE COUNTY, FLORIDA; THENCE 27°17'26" E ALONG THE EASTERLY LINE OF SAID FAIRWAY SIX, A DISTANCE OF 197.09 FEET TO AN IRON PIPE MARKING THE NORTH LINE OF DORAL DRIVE (50' WIDE), A PRIVATE ACCESS EASEMENT; THENCE N 62°42'33" W ALONG THE EASTERLY LINE OF SAID FAIRWAY SIX, AND ALONG THE NORTHERLY LINE OF SAID DORAL DRIVE, A DISTANCE OF 72.31 FEET TO AN IRON PIN MARKING THE EAST LINE OF AN UNNAMED PRIVATE ACCESS EASEMENT (50' WIDE); THENCE N 42°11'26" E ALONG THE EAST LINE OF SAID EASEMENT, A DISTANCE OF 89.97 FEET TO AN IRON PIN MARKING A POINT ON THE SOUTH LINE OF MERION WAY (A 50' WIDE PRIVATE ACCESS EASEMENT ON SAID PLAT OF FAIRWAY SIX), SAID POINT LYING ON A RADIAL BEARING OF S 39°48'37" W FROM THE CENTER OF A CURVE; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID MERION WAY, AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 16°51'28", AN ARC DISTANCE OF 167.69 FEET (CHORD BEARING S 58°45'03" E, 167.06 FEET); TO AN IRON PIN LYING ON A RADIAL BEARING OF S 22°49'17" W FROM SAID CENTER OF CURVE; THENCE N 25°55'19" E ALONG THE EASTERLY LINE OF SAID FAIRWAY SIX, A DISTANCE OF 208.90 FEET TO AN IRON PIN; THENCE ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF TRACT "C" OF SAID FAIRWAY SIX, THE FOLLOWING 5 COURSES, TO WIT: S 65°06'11" E, A DISTANCE OF 145.00 FEET; N 67°53'49" E, A DISTANCE OF 146.37 FEET; N 23°25'57" E, A DISTANCE OF 139.65 FEET, N 00°48'25" W, A DISTANCE OF 117.50 FEET, N 09°45'49" W, A DISTANCE OF 189.89 FEET TO A POINT ON THE NORTH LINE OF THE APOREMAID SW 1/4 OF THE NE 1/4, SAID POINT BEING THE NE CORNER OF SAID PLAT OF FAIRWAY SIX; THENCE N 89°19'42" E ALONG SAID NORTH LINE A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING. CONTAINING 9.624 ACRES.

SURVEYORS CERTIFICATION:

THE UNDERSIGNED, BEING A REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, PURSUANT TO SECTION 718.104(4)(e), FLORIDA STATUTES, HEREBY CERTIFIES THAT A SURVEY WAS MADE OF THE LAND SHOWN HEREON, AND THAT THE CONSTRUCTION OF THE IMPROVEMENTS COMPRISING WOODLAKE VILLAS AT PALM AIRE, PHASE I ARE SUBSTANTIALLY COMPLETE SO THAT EXHIBITS "B" & "C" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM, IS AN ACCURATE REPRESENTATION OF THE LAND AND IMPROVEMENTS AND THAT THE LOCATION, SIZES AND DIMENSIONS, AND IDENTIFICATION OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS

DATED THIS 18th DAY OF APRIL 1986

DENNIS G HEASLEY
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 5466

MANASOTA ENGINEERING & SURVEYING, INC.

WOODLAKE VILLAS AT PALM AIRE

A CONDOMINIUM

LOCATED IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

UNIT BOUNDARIES

Each unit shall include that part of the unit, which boundaries are as follows:

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:

Upper Boundary shall be the horizontal or oblique plane of the undecorated, finished ceiling.

Lower Boundary shall be the horizontal plane of the undecorated, finished floor.

Perimetrical Boundaries

The perimetrical boundaries of the unit shall be the vertical plane of the undecorated and/or unfinished inner surfaces of the walls bounding the unit, extended to intersections with each other and with the upper and lower boundaries.

Boundaries - Further Defined

The boundaries of the unit shall not include all of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls and those surfaces above the undecorated finished ceilings of each unit, and those surfaces below the undecorated finished floor of each unit, and further, shall not include those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further, shall exclude all pipes, ducts, wires, conduits and other utilities running through any interior wall or partition for the furnishing of utility services to other units and/or for common elements. In those units where attic storage access is provided, a unit owner may use the crawl space for storage at the unit owner's risk. Any damage caused to the unit or common elements by using this storage area shall be the singular expense of the unit owner.

Screened Porch

A unit shall include, as indicated on Exhibits B and C, a screened porch (lanai). The boundaries of the screened porch shall be as follows: All upper, lower and perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be railing or screen, then the unit shall include the railing or screen and the boundary shall be the exterior surface of the railing or screen. Maintenance of the finished floor of the screened porch shall be borne by the unit owner to which the screened porch is appurtenant. Each screened porch is a part of the unit which it abuts and is for the exclusive use of the owners of the abutting unit, provided, however, no unit owner shall paint or otherwise decorate or change the appearance of any portion of the condominium building and/or condominium property.

Atrium

A unit shall include, as indicated on Exhibits B and C, an atrium. The boundaries of the atrium shall be as follows: All lower and perimetrical boundaries shall be the same as set forth above. The upper boundary shall be the horizontal plane of the undecorated, finished ceiling of the unit extended to intersections with the perimetrical boundaries. Maintenance of the finished floor of the atrium shall be borne by the unit owner to which the atrium is appurtenant. Each atrium is a part of the unit which it abuts and is for the exclusive use of the owners of the abutting unit, provided, however, no unit owner shall paint or otherwise decorate or change the appearance of any portion of the condominium building and/or condominium property.

Garage

A unit shall include, as indicated in Exhibits B and C, a garage. The boundaries of the garage shall be as follows: All upper, lower and perimetrical boundaries shall be the same as set forth above. Maintenance of the finished floor of the garage shall be borne by the unit owner to which the garage is appurtenant. Each garage is a part of the unit which it abuts and is for the exclusive use of the owners of the abutting unit, provided, however, no unit owner shall paint or otherwise decorate or change the appearance of any portion of the condominium building and/or condominium property.

Common Elements includes within its meaning the following:

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

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

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

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

EASEMENTS

1. EASEMENTS AS CALLED FOR IN THE DECLARATION OF CONDOMINIUMS.
2. CURRENTLY RECORDED EASEMENTS OF RECORD.
3. DEFINITIONS SET FOURTH IN THE DECLARATION ARE HEREBY INCORPORATED.

MANASOTA ENGINEERING & SURVEYING, INC
ENGINEERS - SURVEYORS - PLANNERS
LAND DEVELOPMENT CONSULTANTS

EXHIBITS "B" AND "C"

WOODLAKE VILLAS AT PALM AIRE

A CONDOMINIUM

LOCATED IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

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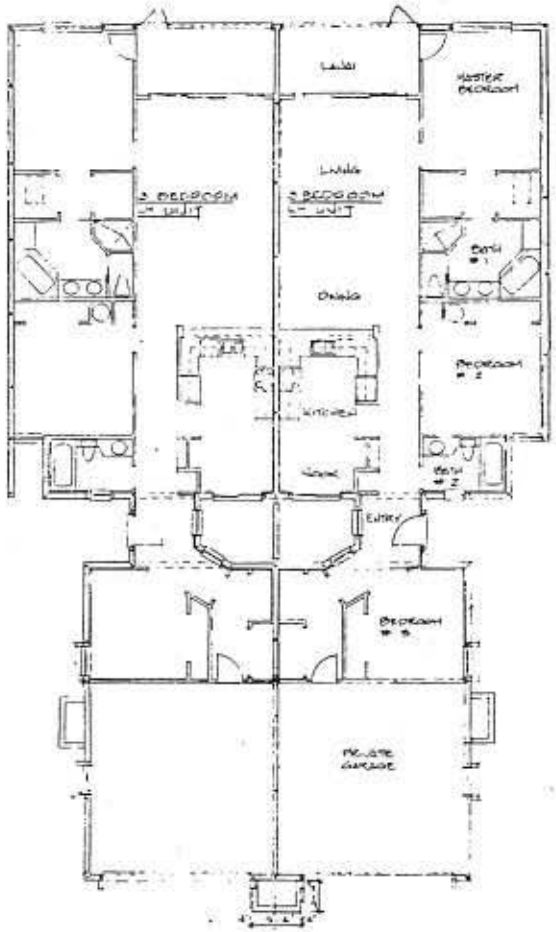
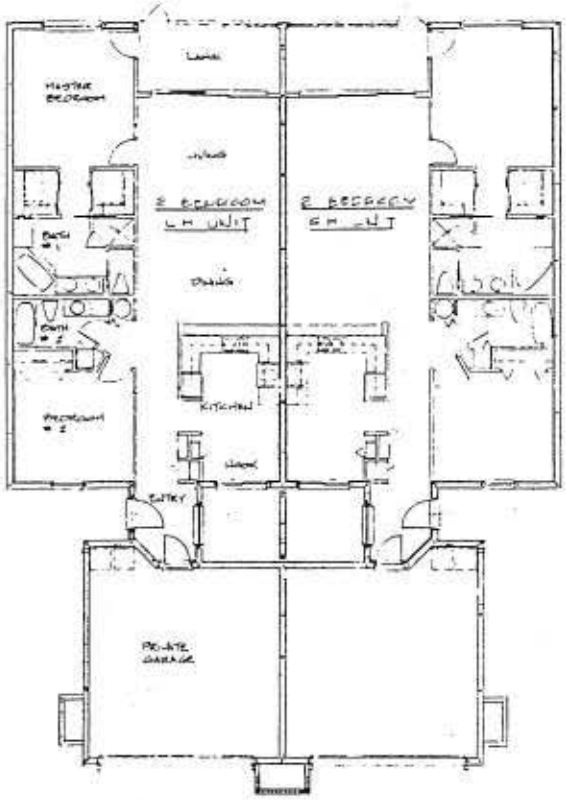
O.R. 1143 PG 0475



3 BEDROOM



2 BEDROOM

UNIT FLOOR PLANS

SCALE 1/8"=1'-0"

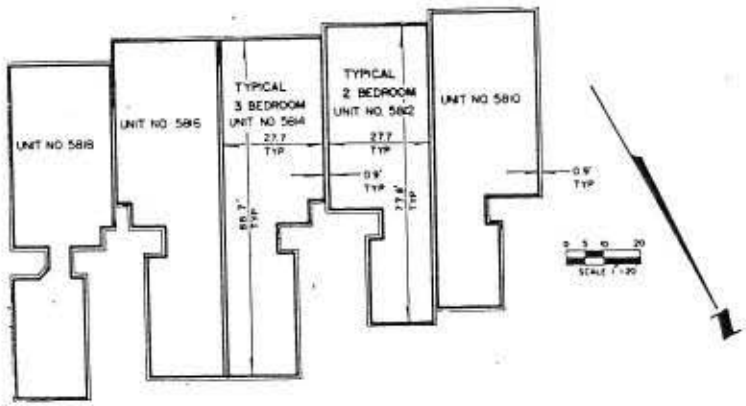
MANASOTA ENGINEERING & SURVEYING, INC.
ENGINEERS - SURVEYORS - PLANNERS

EXHIBITS "B" AND "C"

WOODLAKE VILLAS AT PALM AIRE

A CONDOMINIUM

LOCATED IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA



BUILDING NO. 1 FLOOR PLAN

DESCRIPTION: WOODLAKE VILLAS AT PALM AIRE, PHASE I

COMMENCE AT THE NORTHEAST CORNER OF THE S.W. 1/4, OF THE N.E. 1/4 OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST; THENCE S 00° 48'25" E, ALONG THE EAST LINE OF SAID S.W. 1/4, A DISTANCE OF 938.07 FEET, TO A CONCRETE MONUMENT MARKING THE NORTH LINE OF PALM-AIRE GOLF COURSE; THENCE RUN WEST, ALONG SAID NORTH LINE, A DISTANCE OF 597.94 FEET TO A CONCRETE MONUMENT; THENCE N 77° 21'02" W, ALONG SAID NORTH LINE, A DISTANCE OF 52.31 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N 77° 21'02" W, ALONG SAID NORTH LINE, A DISTANCE OF 197.69 FEET TO THE SOUTHEAST CORNER OF TRACT 74-A OF FAIRWAY SIX, UNIT 1, AS RECORDED IN PLAT BOOK 21, PAGES 135 THRU 139, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 27°17'28" E, ALONG THE EASTERLY LINE OF SAID FAIRWAY SIX, A DISTANCE OF 197.09 FEET TO AN IRON ROD MARKING THE NORTH R/W OF DORAL DRIVE (50' WIDE), A PRIVATE ACCESS EASEMENT; THENCE N 62°42'32" W, ALONG THE EASTERLY LINE OF SAID FAIRWAY SIX, AND ALONG THE NORTHERLY R/W OF SAID DORAL DRIVE, A DISTANCE OF 72.31 FEET TO AN IRON ROD MARKING THE EAST LINE OF AN UNNAMED PRIVATE ACCESS EASEMENT (50' WIDE); THENCE N 42°11'26" E, ALONG THE EASTERLY LINE OF SAID FAIRWAY SIX, AND ALONG THE EASTERLY LINE OF SAID EASEMENT, A DISTANCE OF 89.97 FEET TO AN IRON ROD AT THE INTERSECTION WITH THE SOUTH R/W LINE OF MERION WAY (50' WIDE), A PRIVATE ACCESS EASEMENT, SAID INTERSECTION BEING ON A CURVE WHOSE RADIUS POINT LIES N 39°40'37" E, A DISTANCE OF 570.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AND ALONG THE EASTERLY LINE OF SAID FAIRWAY SIX, AND ALONG THE SOUTHERLY R/W LINE OF SAID MERION WAY, THROUGH A CENTRAL ANGLE OF 16° 51'20", A DISTANCE OF 167.69 FEET; THENCE S 67°54'24" W, A DISTANCE OF 113.84 FEET, TO A POINT ON A CURVE WHOSE RADIUS POINT LIES N 27°17'28" E, A DISTANCE OF 706.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19° 44'32", A DISTANCE OF 243.26 FEET; THENCE N 12° 54'22" E, A DISTANCE OF 260.96 FEET TO AN IRON ROD ON THE EASTERLY LINE OF SAID FAIRWAY SIX; THENCE N 42°53'49" E, ALONG THE EASTERLY LINE OF SAID FAIRWAY SIX, A DISTANCE OF 146.17 FEET TO AN IRON ROD ON THE EASTERLY LINE OF SAID FAIRWAY SIX; THENCE S 72°27'23" E, A DISTANCE OF 94.52 FEET; THENCE S 06°12'04" W, A DISTANCE OF 48.47 FEET; THENCE S 79°23'28" W, A DISTANCE OF 121.52 FEET; THENCE S 10°36'40" E, A DISTANCE OF 131.88 FEET; THENCE N 87°38'00" W, A DISTANCE OF 125.34 FEET; THENCE S 27°54'22" W, A DISTANCE OF 20.78 FEET; THENCE S 03°45'45" W, A DISTANCE OF 139.70 FEET TO A POINT ON A CURVE WHOSE RADIUS POINT LIES N 03° 45'45" E, A DISTANCE OF 734.00 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°31'48", A DISTANCE OF 173.33 FEET; THENCE S 17°17'33" W, A DISTANCE OF 141.69 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

ELEVATIONS CHART

UNFINISHED SURFACES

ELEVATIONS BASED ON N.G.V.D. 1929 DATUM

UNIT NO. 5810 THRU 5818 *	
LOCATION	ELEVATION
UNIT FINISH FLOOR	20.4
LANAI FINISH FLOOR	20.2
GARAGE FINISH FLOOR	19.85
MASTER BEDROOM CEILING	28.4 TO 31.4
BATH NO.1 CEILING	30.4
LIVING, DINING HALL & KITCHEN AREA CEILINGS	28.4 TO 33.5
GARAGE CEILING	28.7
ATTRIUM FINISH FLOOR	19.9
REMAINING AREA CEILINGS	27.3 OR 28.3 OR 29.3

* EVEN NO'S ONLY

O.R. 1143 PG 0476

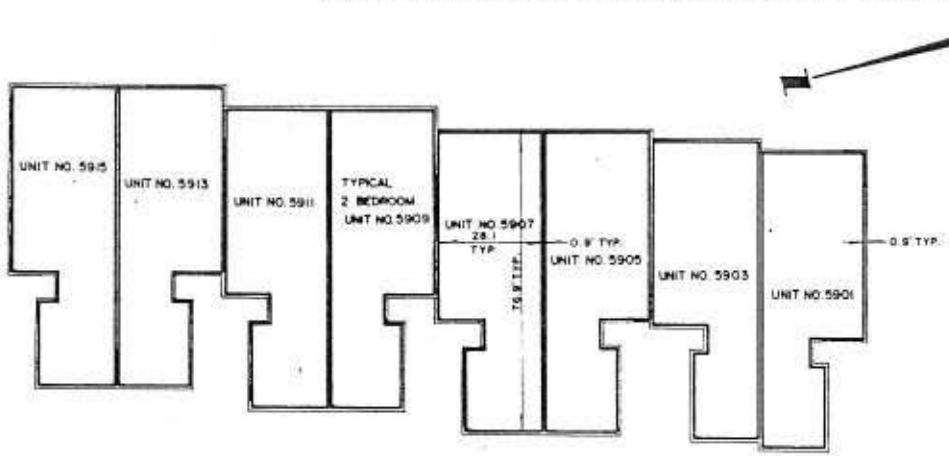
MANASOTA ENGINEERING & SURVEYING, INC.

EXHIBITS B AND C

WOODLAKE VILLAS AT PALM AIRE

A CONDOMINIUM

LOCATED IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA



BUILDING NO. 2 FLOOR PLAN

DESCRIPTION: WOODLAKE VILLAS AT PALM AIRE, PHASE III

COMMENCE AT THE NORTHEAST CORNER OF THE S.W. 1/4, OF THE N.E. 1/4 OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, THENCE S 89° 19'42" W, ALONG THE NORTH LINE OF SAID S.W. 1/4, A DISTANCE OF 250.00 FEET, TO THE NORTHEAST CORNER OF FAIRWAY SIX, UNIT 1, AS RECORDED IN PLAT BOOK 21, PAGES 135 THRU 139, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 89°45'49" E, ALONG THE EAST LINE OF SAID FAIRWAY SIX, A DISTANCE OF 189.88 FEET; THENCE S 00° 48'25" E, ALONG THE EAST LINE OF SAID FAIRWAY SIX, A DISTANCE OF 337.58 FEET; THENCE S 23°25'57" W, ALONG THE EAST LINE OF SAID FAIRWAY SIX, A DISTANCE OF 139.65 FEET; THENCE S 42°53'49" W, ALONG THE EAST LINE OF SAID FAIRWAY SIX, A DISTANCE OF 146.37 FEET TO THE POINT OF BEGINNING; THENCE S 21°54'22" W, A DISTANCE OF 268.96 FEET TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES N 87°32'56" E, A DISTANCE OF 706.00 FEET; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19° 44'32", A DISTANCE OF 243.26 FEET; THENCE N 67°54'26" E, A DISTANCE OF 133.84 FEET TO THE SOUTHEAST CORNER OF MERION WAY (A 50 FOOT WIDE PRIVATE ACCESS EASEMENT ON SAID PLAT OF FAIRWAY SIX); THENCE N 25°55'19" E, ALONG THE EAST LINE OF SAID FAIRWAY SIX, A DISTANCE OF 208.90 FEET; THENCE S 45°06'11" E, ALONG THE EAST LINE OF SAID FAIRWAY SIX, A DISTANCE OF 145.00 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 1.07 ACRES, MORE OR LESS.

ELEVATIONS CHART

UNFINISHED SURFACES

ELEVATIONS BASED ON N.G.V.D. 1929 DATUM

UNIT NO. 5901 THRU 5915*	
LOCATION	ELEVATION
UNIT FINISH FLOOR	20.5
LANAI FINISH FLOOR	20.2
GARAGE FINISH FLOOR	20.1
MASTER BEDROOM CEILING	28.5 TO 31.7
BATH NO. 1 CEILING	30.5
LIVING, DINING, HALL & KITCHEN AREA CEILINGS	30.1 TO 33.6
GARAGE CEILING	28.3
ATRIUM FINISH FLOOR	19.8
REMAINING AREA CEILING	28.5

* ODD NO'S ONLY

O.R. 1143 PG 0477

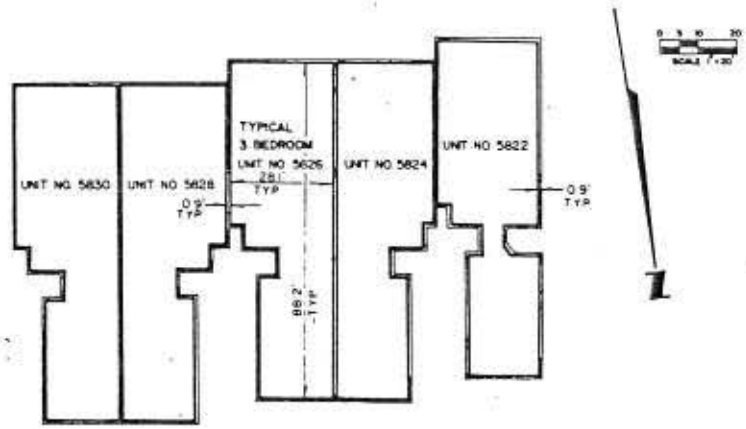
MANASOTA ENGINEERING & SURVEYING, INC.

EXHIBITS "B" AND "C"

WOODLAKE VILLAS AT PALM AIRE

A CONDOMINIUM

LOCATED IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA



BUILDING NO. 3 FLOOR PLAN

DESCRIPTION: WOODLAKE VILLAS AT PALM AIRE, PHASE IV

COMMENCE AT THE NORTHEAST CORNER OF THE S.W. 1/4, OF THE N.E. 1/4 OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST; THENCE S 00° 40'25" E, ALONG THE EAST LINE OF SAID S.W. 1/4, A DISTANCE OF 938.07 FEET, TO A CONCRETE MONUMENT MARKING THE NORTH LINE OF PALM-AIRE GOLF COURSE; THENCE NOW WEST, ALONG SAID NORTH LINE, A DISTANCE OF 457.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST, ALONG SAID NORTH LINE, A DISTANCE OF 140.18 FEET TO A CONCRETE MONUMENT; THENCE N 71°21'02" W, ALONG SAID NORTH LINE, A DISTANCE OF 52.31 FEET; THENCE N 17°17'33" E, A DISTANCE OF 141.69 FEET, TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES N 17°17'33" E, A DISTANCE OF 734.00 FEET; THENCE NOW EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12° 44'58", A DISTANCE OF 163.33 FEET; THENCE S 05°11'20" W, A DISTANCE OF 121.78 FEET, TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 0.55 ACRES, MORE OR LESS.

ELEVATIONS CHART

UNFINISHED SURFACES

ELEVATIONS BASED ON NGVD MSL DATUM

UNIT NO. 5822 THRU 5830*	
LOCATION	ELEVATION
UNIT FINISH FLOOR	20.4
LANAI FINISH FLOOR	20.1
GARAGE FINISH FLOOR	20.0
MASTER BEDROOM CEILING	28.4 TO 31.6
BATH NO.1 CEILING	30.4
LIVING, DINING HALL & KITCHEN AREA CEILING	30.0 TO 33.5
GARAGE CEILING	28.2
ATRIUM FINISH FLOOR	19.7
POWDERING AREA CEILING	28.4

* EVEN NO'S. ONLY

O.R. 1143 PG 0478

MANASOTA ENGINEERING & SURVEYING, INC.

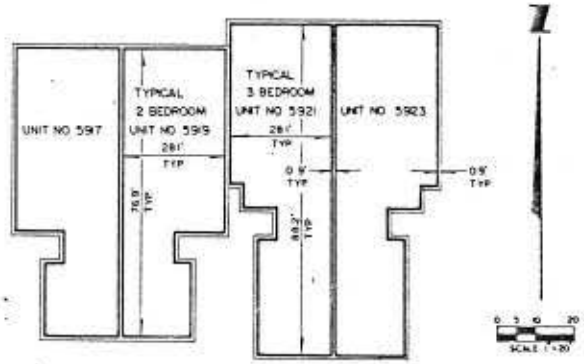
ENGINEERS — SURVEYORS — PLANNERS

EXHIBITS B AND C

WOODLAKE VILLAS AT PALM AIRE

A CONDOMINIUM

LOCATED IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA



BUILDING NO 4 FLOOR PLAN

DESCRIPTION: WOODLAKE VILLAS AT PALM AIRE, PHASE II

COMMENCE AT THE NORTHEAST CORNER OF THE S.W. 1/4, OF THE N.E. 1/4 OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST; THENCE S 00° 40'25" E. ALONG THE EAST LINE OF SAID S.W. 1/4, A DISTANCE OF 936.01 FEET, TO A CONCRETE MONUMENT MARKING THE NORTH LINE OF PALM-AIRE GOLF COURSE. THENCE RUN WEST, ALONG SAID NORTH LINE, A DISTANCE OF 254.64 FEET; THENCE N 05°53'20" W, A DISTANCE OF 123.29 FEET FOR A POINT OF BEGINNING. SAID POINT OF BEGINNING BEING ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES N 0° 45'34" W, A DISTANCE OF 1214.00 FEET; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°03'02", A DISTANCE OF 149.38 FEET, TO A POINT OF COMPOUND CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 734.00 FEET; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1° 28'17", A DISTANCE OF 18.85 FEET; THENCE N 03°45'45" E, A DISTANCE OF 139.70 FEET; THENCE N 21°54'23" E, A DISTANCE OF 20.78 FEET; THENCE S 83°30'00" E, A DISTANCE OF 125.34 FEET, THENCE S 10° 36'40" E, A DISTANCE OF 125.21 FEET; THENCE SOUTH 05°53'20" E, A DISTANCE OF 28.00 FEET, TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 0.54 ACRES, MORE OR LESS.

ELEVATIONS CHART

UNFINISHED SURFACES

ELEVATIONS BASED ON NGVD 1929 DATUM

UNIT NO. 5917 THRU 5923*	
LOCATION	ELEVATION
UNIT FINISH FLOOR	19.8
LANAI FINISH FLOOR	19.5
GARAGE FINISH FLOOR	19.4
MASTER BEDROOM CEILING	27.8 TO 31.0
BATH NO.1 CEILING	29.8
LIVING, DINING HALL & KITCHEN AREA CEILINGS	29.4 TO 32.9
GARAGE CEILING	27.6
ATRIUM FINISH FLOOR	19.4
PLUMBING AREA CEILING	27.8

* ODD NO'S ONLY

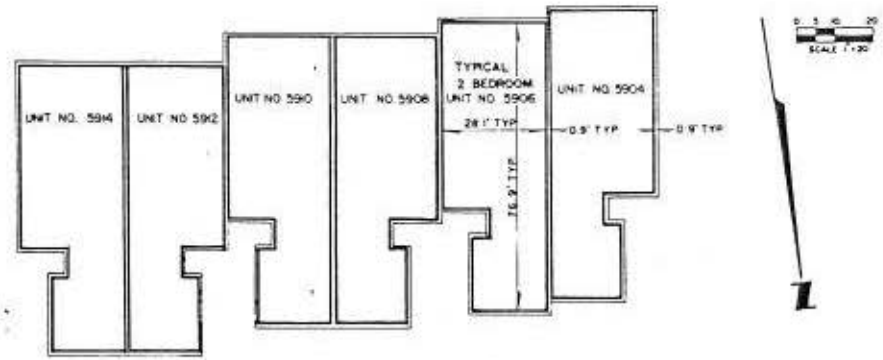
O.R. 1143 PG 0479

MANASOTA ENGINEERING & SURVEYING, INC.

WOODLAKE VILLAS AT PALM AIRE

A CONDOMINIUM

LOCATED IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA



BUILDING NO 5 FLOOR PLAN

DESCRIPTION: WOODLAKE VILLAS AT PALM AIRE, PHASE V

COMMENCE AT THE NORTHEAST CORNER OF THE S.W. 1/4. OF THE N.E. 1/4. OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, THENCE S 00° 40'25" E. ALONG THE EAST LINE OF SAID S.W. 1/4. A DISTANCE OF 938.07 FEET. TO A CONCRETE MONUMENT MARKING THE NORTH LINE OF PALM-AIRE GOLF COURSE: THENCE RUN WEST. ALONG SAID NORTH LINE, A DISTANCE OF 254.64 FEET FOR POINT OF BEGINNING; THENCE CONTINUE WEST, ALONG SAID NORTH LINE, A DISTANCE OF 203.20 FEET: THENCE N 05°53'20" E. A DISTANCE OF 121.76 FEET TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES N 04°32'35" E. A DISTANCE OF 734.00 FEET: THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 2°15'07", A DISTANCE OF 28.85 FEET, TO A POINT OF COMPOUND CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 1214.00 FEET: THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°03'02", A DISTANCE OF 149.39 FEET: THENCE S 05°53'20" E. A DISTANCE OF 123.29 FEET, TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 0.52 ACRES, MORE OR LESS.

ELEVATIONS CHART

UNFINISHED SURFACES

ELEVATIONS BASED ON N.G.V.D. 1929 DATUM

UNIT NO. 5904 THRU 5914 *	
LOCATION	ELEVATION
UNIT FINISH FLOOR	29.1
LANAI FINISH FLOOR	19.8
GARAGE FINISH FLOOR	19.7
MASTER BEDROOM CEILING	28.1 TO 31.3
BATH NO.1 CEILING	30.1
LIVING, DINING HALL & KITCHEN AREA CEILINGS	29.7 TO 33.2
GARAGE CEILING	27.9
ATRIUM FINISH FLOOR	19.4
REMAINING AREA CEILING	28.1

* EVEN NO'S ONLY

O.R. 1143 PG 0480

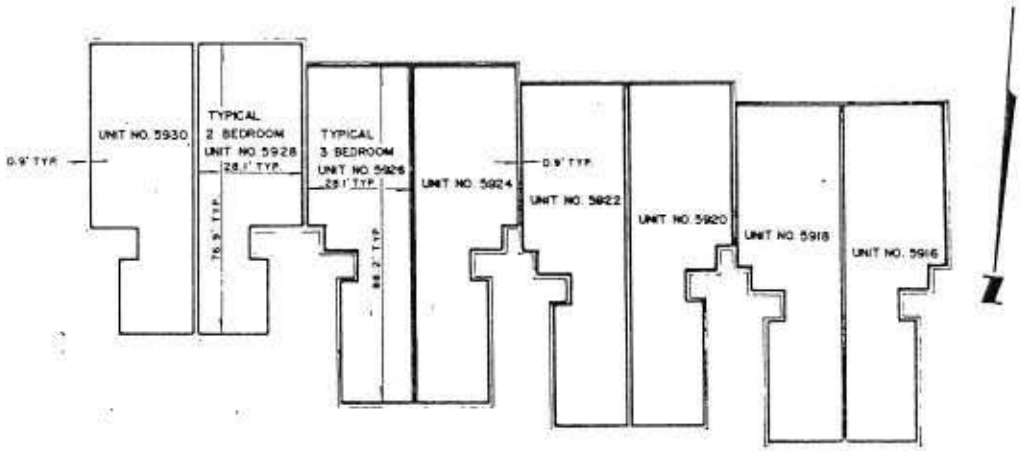
MANASOTA ENGINEERING & SURVEYING, INC

EXHIBITS B AND C

WOODLAKE VILLAS AT PALM AIRE

A CONDOMINIUM

LOCATED IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA



BUILDING NO. 6 FLOOR PLAN

DESCRIPTION: WOODLAKE VILLAS AT PALM AIRE, PHASE VI

COMMENCE AT THE NORTHEAST CORNER OF THE S.W. 1/4, OF THE N.E. 1/4, OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST; THENCE S 00° 40'25" E, ALONG THE EAST LINE OF SAID S.W. 1/4, A DISTANCE OF 801.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00° 40'25" E, ALONG THE EAST LINE OF SAID S.W. 1/4, A DISTANCE OF 136.87 FEET TO A CONCRETE MONUMENT MARKING THE NORTH LINE OF PALM-AIRE GOLF COURSE; THENCE RUN WEST, ALONG SAID NORTH LINE, A DISTANCE OF 254.64 FEET; THENCE N 05°53'20" W, A DISTANCE OF 151.29 FEET, T A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES N 04° 43'58" W, A DISTANCE OF 1184.00 FEET; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°16'02", A DISTANCE OF 26.23 FEET, TO A POINT OF REVERSE CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 714.00 FEET; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°35'35", A DISTANCE OF 244.16 FEET, TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 0.91 ACRES, MORE OR LESS.

ELEVATIONS CHART

UNFINISHED SURFACES

ELEVATIONS BASED ON N.G.V.D. 1929 DATUM

UNIT NO. 5916 THRU 5930*	
LOCATION	ELEVATION
UNIT FINISH FLOOR	20.7
LANAI FINISH FLOOR	20.4
GARAGE FINISH FLOOR	20.3
MASTER BEDROOM CEILING	28.7 TO 31.9
BATH NO 1 CEILING	30.7
LIVING DINING HALL & KITCHEN AREA CEILINGS	30.3 TO 33.8
GARAGE CEILING	28.5
ATRIUM FINISH FLOOR	20.0
REMAINING AREA CEILING	28.7

*EVEN NO'S. ONLY

O.R. 1143 PG 0481

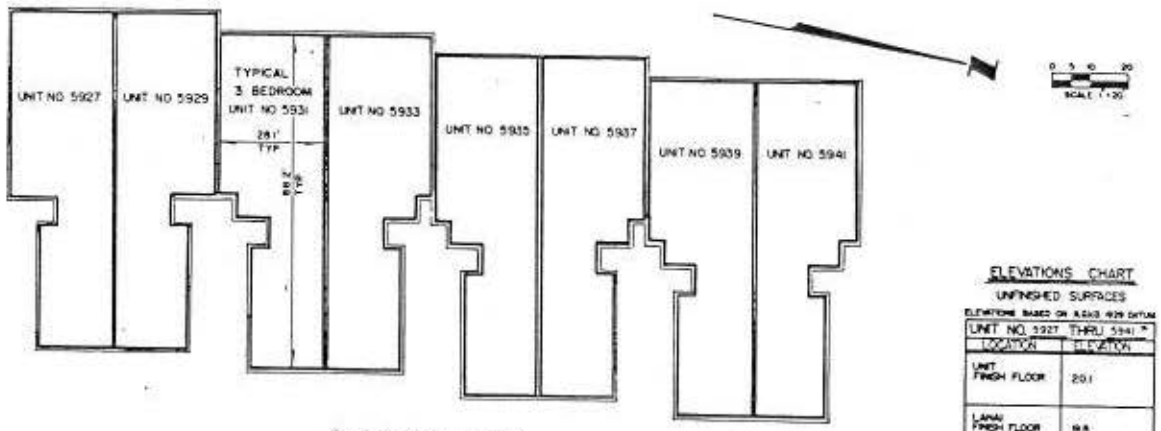
MANASOTA ENGINEERING & SURVEYING, INC.

EXHIBITS "B" AND "C"

WOODLAKE VILLAS AT PALM AIRE

A CONDOMINIUM

LOCATED IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA



BUILDING NO 7 FLOOR PLAN

ELEVATIONS CHART

UNFINISHED SURFACES

ELEVATIONS BASED ON NGVD 1929 DATUM

UNIT NO. 5927 THRU 5941 *	
LOCATION	ELEVATION
UNIT FINISH FLOOR	20.1
LANAI FINISH FLOOR	19.8
GARAGE FINISH FLOOR	19.7
MASTER BEDROOM CEILING	28.1 TO 30.3
BATH NO.1 CEILING	30.1
LIVING, DINING HALL & KITCHEN AREA CEILINGS	28.7 TO 33.2
GARAGE CEILING	27.9
ATRIUM FINISH FLOOR	19.4
REMAINING AREA CEILING	28.1

* ODD NO'S. ONLY.

DESCRIPTION: WOODLAKE VILLAS AT PALM AIRE, PHASE VII

COMMENCE AT THE NORTHEAST CORNER OF THE S.W. 1/4, OF THE N.E. 1/4, OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST; THENCE S 00° 40'25" E, ALONG THE EAST LINE OF SAID S.W. 1/4, A DISTANCE OF 801.20 FEET, TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S 13° 35'35" W, A DISTANCE OF 714.00 FEET; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°34'01", A DISTANCE OF 106.74 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE RUNNING WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°01'35", A DISTANCE OF 137.41 FEET TO A POINT OF REVERSE CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 1186.00 FEET; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°16'02", A DISTANCE OF 26.23 FEET; THENCE N 10°36'40" W, A DISTANCE OF 257.15 FEET; THENCE N 79°23'20" E, A DISTANCE OF 121.52 FEET; THENCE S 86° 28'31" E, A DISTANCE OF 53.00 FEET, TO A POINT ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S 86°28'31" E, A DISTANCE OF 466.00 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°58'04", A DISTANCE OF 89.20 FEET, TO A POINT OF REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 3014.00 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°30'02", A DISTANCE OF 158.20 FEET, TO A POINT OF REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 23.00 FEET; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°01'52", A DISTANCE OF 32.93 FEET, TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 0.96 ACRES, MORE OF LESS.

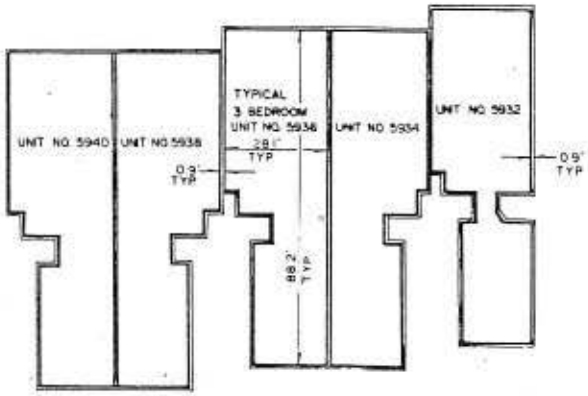
MANASOTA ENGINEERING & SURVEYING, INC

EXHIBITS "B" AND "C"

WOODLAKE VILLAS AT PALM AIRE

A CONDOMINIUM

LOCATED IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA



BUILDING NO 8 FLOOR PLAN

DESCRIPTION: WOODLAKE VILLAS AT PALM AIRE, PHASE VIII

COMMENCE AT THE NORTHEAST CORNER OF THE S.W. 1/4, OF THE N.E. 1/4, OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST; THENCE S 00° 40'25" E, ALONG THE EAST LINE OF SAID S.W. 1/4, A DISTANCE OF 618.55 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE S 00° 40'25" E, ALONG THE EAST LINE OF SAID S.W. 1/4, A DISTANCE OF 182.66 FEET, TO A POINT ON THE AR" OF A CURVE, WHOSE RADIUS POINT LIES S 13° 35'35" W, A DISTANCE OF 714.00 FEET; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°34'01", A DISTANCE OF 106.76 FEET, TO A POINT OF REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 21.00 FEET; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°01'52", A DISTANCE OF 32.93 FEET, TO A POINT OF REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2014.00 FEET; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°01'27", A DISTANCE OF 142.62 FEET; THENCE N 89° 19'35" E, A DISTANCE OF 136.43 FEET, TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 0.51 ACRES, MORE OR LESS.

ELEVATIONS CHART

UNFINISHED SURFACES

ELEVATIONS BASED ON N.G.V.D. 1929 DATUM

UNIT NO 5932 THRU 5940*	
LOCATION	ELEVATION
UNIT FINISH FLOOR	20.2
LANAI FINISH FLOOR	19.9
GARAGE FINISH FLOOR	19.8
MASTER BEDROOM CEILING	28.2 TO 31.4
BATH NO.1 CEILING	30.2
LIVING, DINING HALL & KITCHEN AREA CEILINGS	29.6 TO 33.3
GARAGE CEILING	26.0
ATRIUM FINISH FLOOR	19.5
MEZZANINE AREA CEILING	28.2

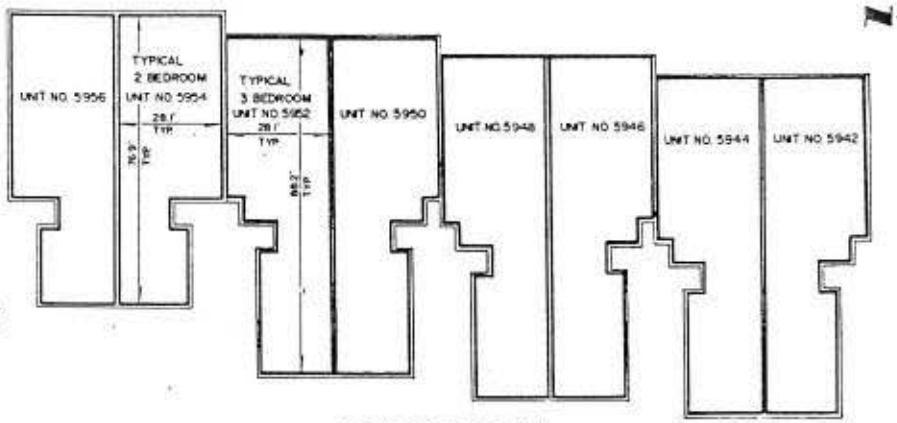
* EVEN NO'S. ONLY

MANASOTA ENGINEERING & SURVEYING, INC.

WOODLAKE VILLAS AT PALM AIRE

A CONDOMINIUM

LOCATED IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA



BUILDING NO. 9 FLOOR PLAN

ELEVATIONS CHART

UNFINISHED SURFACES

ELEVATIONS BASED ON N.G.V.D. 1929 DATUM

UNIT NO. 5942 THRU 5956 *	
LOCATION	ELEVATION
UNIT FINISH FLOOR	19.8
LANAI FINISH FLOOR	19.5
GARAGE FINISH FLOOR	19.4
MASTER BEDROOM CEILING	27.8 TO 31.0
BATH NO.1 CEILING	29.8
LIVING, DINING HALL & KITCHEN AREA CEILINGS	29.4 TO 32.9
GARAGE CEILING	27.6
ATRIUM FINISH FLOOR	19.1
REMAINING AREA CEILING	27.8

* EVEN NO'S ONLY

DESCRIPTION: WOODLAKE VILLAS AT PALM AIRE, PHASE IX

COMMENCE AT THE NORTHEAST CORNER OF THE S.W. 1/4, OF THE N.E. 1/4 OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST; THENCE S 00° 40'25" E, ALONG THE EAST LINE OF SAID S.W. 1/4, A DISTANCE OF 368.38 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE S 00° 40'25" E, ALONG THE EAST LINE OF SAID S.W. 1/4, A DISTANCE OF 250.17 FEET; THENCE S 89°19'35" W, A DISTANCE OF 138.43 FEET, TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S 83° 00'00" W, A DISTANCE OF 2014.00 FEET; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 0° 26'35", A DISTANCE OF 15.58 FEET, TO A POINT OF REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 466.00 FEET; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10° 58'04", A DISTANCE OF 89.20 FEET; THENCE N 88° 28'31" W, A DISTANCE OF 53.00 FEET; THENCE N 00°32'04" E, A DISTANCE OF 48.47 FEET; THENCE S 82°07'22" E, A DISTANCE OF 25.00 FEET, TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S 82°07'22" E, A DISTANCE OF 494.00 FEET; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°40'47", A DISTANCE OF 66.21 FEET, TO A POINT OF COMPOUND CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 244.00 FEET, THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10° 59'58", A DISTANCE OF 50.68 FEET; THENCE S 62°26'17" E, A DISTANCE OF 26.00 FEET; THENCE N 89°19'35" E, A DISTANCE OF 103.06 FEET, TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 0.89 ACRES, MORE OR LESS.

O.R. 1143 PG 0484

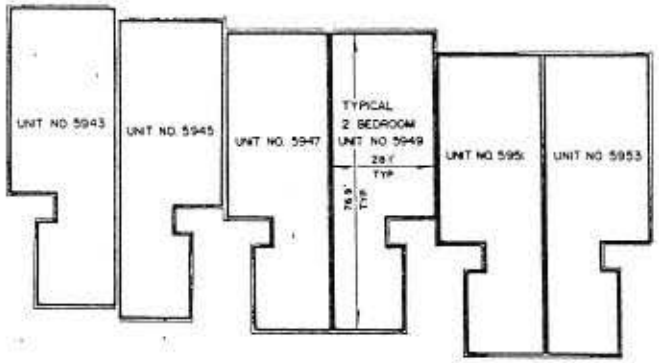
MANASOTA ENGINEERING & SURVEYING, INC.

ENGINEERS - SURVEYORS - PLANNERS
LAND DEVELOPMENT CONSULTANTS

WOODLAKE VILLAS AT PALM AIRE

A CONDOMINIUM

LOCATED IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA



BUILDING NO 10 FLOOR PLAN

DESCRIPTION: WOODLAKE VILLAS AT PALM AIRE, PH431 X

COMMENCE AT THE NORTHEAST CORNER OF THE S.W. 1/4, OF THE N.E. 1/4 OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST; THENCE S 00° 40'25" E, ALONG THE EAST LINE OF SAID S.W. 1/4, A DISTANCE OF 279.95 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE S 00° 40'25" E, ALONG THE EAST LINE OF SAID S.W. 1/4, A DISTANCE OF 54.43 FEET; THENCE S 89°19'35" W, A DISTANCE OF 103.64 FEET; THENCE N 62°26'37" W, A DISTANCE OF 28.00 FEET; TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S 62°26'37" E, A DISTANCE OF 284.00 FEET; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°59'58", A DISTANCE OF 50.68 FEET TO A POINT OF COMPOUND CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 7°40'43", A DISTANCE OF 66.23 FEET; THENCE N 82°07'22" W, A DISTANCE OF 25.00 FEET; THENCE N 72°27'23" W, A DISTANCE OF 54.52 FEET, TO A POINT ON THE EAST LINE OF FAIRWAY SIX, UNIT 1, AS RECORDED IN PLAT BOOK 21, PAGES 115 THRU 119, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 17°25'51" E, ALONG THE EAST LINE OF SAID FAIRWAY SIX, A DISTANCE OF 139.65 FEET; THENCE N 00° 40'25" W, ALONG THE EAST LINE OF SAID FAIRWAY SIX, A DISTANCE OF 46.34 FEET; THENCE N 89°19'35" E, A DISTANCE OF 149.28 FEET; THENCE S 73°55'12" E, A DISTANCE OF 73.85 FEET, TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 0.77 ACRES, MORE OR LESS.

ELEVATIONS CHART

UNFINISHED SURFACES

ELEVATIONS BASED ON N.G.V.D. 1929 DATUM

UNIT NO. 5943 THRU 5953 *	
LOCATION	ELEVATION
UNIT FINISH FLOOR	19.7
LANAI FINISH FLOOR	19.4
GARAGE FINISH FLOOR	19.3
MASTER BEDROOM CEILING	27.7 TO 29.9
BATH NO.1 CEILING	29.7
LIVING DINING HALL & KITCHEN AREA CEILINGS	29.3 TO 32.8
GARAGE CEILING	27.5
ATRIUM FINISH FLOOR	19.0
REMAINING AREA CEILING	27.7

* DOD NO'S ONLY

O.R. 1143 PG 0485

MANASOTA ENGINEERING & SURVEYING, INC.

083423

FILED AND RECORDED
R.B. SHAW, CLERK
MANATEE COUNTY, FL.

Sep 21 4 30 PM '86

EXHIBITS "B" AND "C"

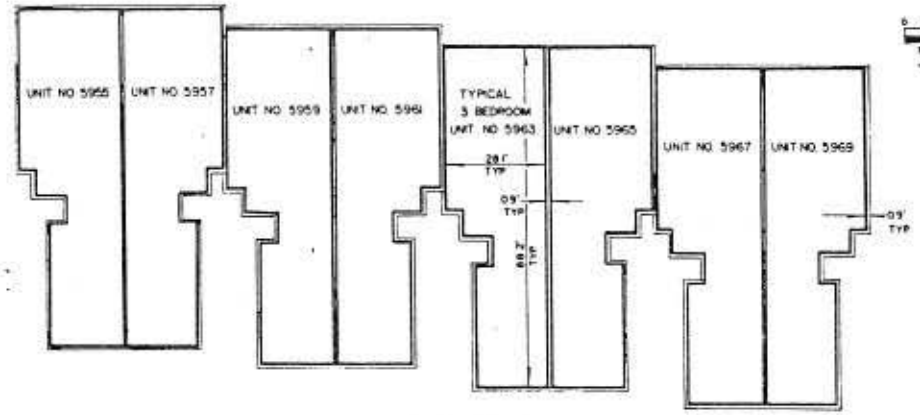
WOODLAKE VILLAS AT PALM AIRE

A CONDOMINIUM

LOCATED IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK 19 PAGE 197
SHEET 10 OF 14

O.R. 1143 PG 0486



BUILDING NO 11 FLOOR PLAN

DESCRIPTION: WOODLAKE VILLAS AT PALM AIRE, PHASE II

COMMENCE AT THE NORTHEAST CORNER OF THE S.W. 1/4, OF THE N.E. 1/4 OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, FOR A POINT OF BEGINNING; THENCE S 00°40'25" E, ALONG THE EAST LINE OF SAID S.W. 1/4, A DISTANCE OF 279.95 FEET; THENCE N 73°55'12" W, A DISTANCE OF 73.85 FEET; THENCE S 89°19'35" W, A DISTANCE OF 149.28 FEET, TO THE INTERSECTION WITH THE EAST LINE OF FAIRWAY SIX, UNIT 1, AS RECORDED IN PLAT BOOK 21, PAGES 135 THRU 139, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 00°40'25" W, ALONG THE EAST LINE OF SAID FAIRWAY SIX, A DISTANCE OF 71.14 FEET; THENCE N 89°45'49" W, ALONG THE EAST LINE OF SAID FAIRWAY SIX, A DISTANCE OF 189.00 FEET, TO THE INTERSECTION WITH THE NORTH LINE OF SAID S.W. 1/4; THENCE N 89°35'42" E, ALONG THE NORTH LINE OF SAID S.W. 1/4, A DISTANCE OF 258.00 FEET, TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 1.39 ACRES, MORE OR LESS.

ELEVATIONS CHART

UNFINISHED SURFACES

ELEVATIONS BASED ON N.G.V.D. 1929 DATUM

UNIT NO. 5955 THRU 5969 *	
LOCATION	ELEVATION
UNIT FINISH FLOOR	20.3
LANAI FINISH FLOOR	20.0
GARAGE FINISH FLOOR	19.9
MASTER BEDROOM CEILING	26.3 TO 31.3
BATH NO 1 CEILING	30.3
LIVING DINING HALL & KITCHEN AREA CEILINGS	29.9 TO 33.4
GARAGE CEILING	25.1
ATRIUM FINISH FLOOR	19.6
REMAINING AREA CEILING	26.3

* ODD NO'S ONLY

MINNESOTA ENGINEERING & SURVEYING INC

EXHIBIT D

SCHEDULE OF OWNERSHIP OF COMMON ELEMENTS AND
SHARE OF COMMON EXPENSE AND SHARE OF COMMON SURPLUS

WOODLAKE VILLAS AT PALM AIRE

Bldg.	Unit #	Share of Ownership of Common Elements and Share of Common Expenses and Share of Common Surplus
1	5810	1/5
	5812	1/5
	5814	1/5
	5816	1/5
	5818	1/5

In the event the Developer elects to expand the Condominium as provided in Section 11 of the Declaration, all Units added to the Condominium shall have the same share of ownership as all other units.

The share of ownership of common elements and share of common expenses and share of common surplus shall thereafter be established in accordance with the following formula:

$$\frac{1}{A} = S^u$$

S^u = Share of Ownership of Common Elements and Share of Common Expense and Share of Common Surplus of each Unit.

A = Aggregate Number of all Units existing in the Condominium and added to the Condominium as provided in Section 11 of the Declaration.

The following charts demonstrate the adjustment in the Share of Ownership of Common Elements and Share of Common Expense and Share of Common Surplus assuming that Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII, Phase VIII, Phase IX, Phase X and Phase XI are added to the Condominium. (However, the exact adjustment of Share of Ownership of Common Elements and Share of Common Expense and Share of Common Surplus is not subject to calculation for each Phase until the exact number of all Units to be added for each Phase to the Condominium is established).

SHARE OF OWNERSHIP OF COMMON ELEMENTS AND
SHARE OF COMMON EXPENSE AND SHARE OF COMMON SURPLUS

ASSUMING PHASE II IS ADDED TO THE CONDOMINIUM

UNITS	2 ADDITIONAL 2 BEDROOM UNITS AND 2 ADDITIONAL 3 BEDROOM UNITS
All two bedroom units (Phase I and II)	1/9
All three bedroom units (Phase I and II)	1/9

ASSUMING PHASE III IS ADDED TO THE CONDOMINIUM

UNITS	8 ADDITIONAL 2 BEDROOM UNITS AND NO ADDITIONAL 3 BEDROOM UNITS
All two bedroom units (Phase I, II and III)	1/17
All three bedroom units (Phase I, II and III)	1/17

ASSUMING PHASE IV IS ADDED TO THE CONDOMINIUM

UNITS	NO ADDITIONAL 2 BEDROOM UNITS AND 5 ADDITIONAL 3 BEDROOM UNITS
All two bedroom units (Phase I, II, III and IV)	1/22
All three bedroom units (Phase I, II, III and IV)	1/22

ASSUMING PHASE V IS ADDED TO THE CONDOMINIUM

UNITS	6 ADDITIONAL 2 BEDROOM UNITS AND NO ADDITIONAL 3 BEDROOM UNITS
All two bedroom units (Phase I, II, III, IV and V)	1/28
All three bedroom units (Phase I, II, III, IV and V)	1/28

ASSUMING PHASE VI IS ADDED TO THE CONDOMINIUM

UNITS	2 ADDITIONAL 2 BEDROOM UNITS AND 6 ADDITIONAL 3 BEDROOM UNITS
All two bedroom units (Phase I, II, III, IV, V and VI)	1/36
All three bedroom units (Phase I, II, III, IV, V and VI)	1/36

ASSUMING PHASE VII IS ADDED TO THE CONDOMINIUM

UNITS	NO ADDITIONAL 2 BEDROOM UNITS AND 8 ADDITIONAL 3 BEDROOM UNITS
All two bedroom units (Phase I, II, III, IV, V, VI and VII)	1/44
All three bedroom units (Phase I, II, III, IV, V, VI and VII)	1/44

ASSUMING PHASE VIII IS ADDED TO THE CONDOMINIUM

UNITS	NO ADDITIONAL 2 BEDROOM UNITS AND 5 ADDITIONAL 3 BEDROOM UNITS
All two bedroom units (Phase I, II, III, IV, V, VI, VII and VIII)	1/49
All three bedroom units (Phase I, II, III, IV, V, VI, VII and VIII)	1/49

ASSUMING PHASE IX IS ADDED TO THE CONDOMINIUM

UNITS	2 ADDITIONAL 2 BEDROOM UNITS AND 6 ADDITIONAL 3 BEDROOM UNITS
All two bedroom units (Phase I, II, III, IV, V, VI, VII, VIII and IX)	1/57
All three bedroom units (Phase I, II, III, IV, V, VI, VII, VIII and IX)	1/57

ASSUMING PHASE X IS ADDED TO THE CONDOMINIUM

UNITS	6 ADDITIONAL 2 BEDROOM UNITS AND NO ADDITIONAL 3 BEDROOM UNITS
All two bedroom units (Phase I, II, III, IV, V, VI, VII, VIII, IX and X)	1/63
All three bedroom units (Phase I, II, III, IV, V VI, VII, VIII, IX and X)	1/63

ASSUMING PHASE XI IS ADDED TO THE CONDOMINIUM

UNITS	NO ADDITIONAL 2 BEDROOM UNITS AND 8 ADDITIONAL 3 BEDROOM UNITS
All two bedroom units (Phase I, II, III, IV, V, VI, VII, VIII, IX, X and XI)	1/71
All three bedroom units (Phase I, II, III, IV, V, VI, VII, VIII, IX, X and XI)	1/71

EXHIBIT E

RULES AND REGULATIONS

FOR

WOODLAKE VILLAS AT PALM AIRE

CONDOMINIUM ASSOCIATION, INC.

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units and the condominium in general shall be deemed in effect until amended by the Board of Directors of the Condominium Association, and shall apply to and be binding upon all condominium parcel owners. The condominium parcel owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other condominium parcel owners, pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the By-Laws of the Condominium Association and Florida Law. Violations may be remedied by the Condominium Association by injunction or other legal means and the Association shall be entitled to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration of Condominium and any of the Exhibits attached thereto. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the condominium parcel owners. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. VIOLATIONS OF RULES AND REGULATIONS

1.1 Violations should be reported to the President of the Association in writing, not to the Board of Directors or to the Officers of the Association.

1.2 Violations will be called to the attention of the violating owner by the President of the Association, and he will also notify the appropriate committe of the Board of Directors.

1.3 Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.

2. FACILITIES

The facilities of the condominium are for the exclusive use of Association members, lessees, resident house guests and guests accompanied by a member. Any damage to the buildings, recreation facilities or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of the condominium parcel owner causing such damage.

3. NOISE

Unless originally constructed by the Developer or expressly permitted in writing by the Developer or the Board of Directors of WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC., the installation of hard surface floors in any condominium parcel is prohibited.

Should noise transmission create a disturbance or a nuisance after installation, the responsibility remains that of the unit owner to abate the noise transmission and not the Developer or the Association. In order to insure your own comfort and that of your neighbors, radio, hi-fi and television sets should be turned down to a minimum volume between the hours of 11:00 p.m. and 8:00 a.m. All other unnecessary noises, such as bidding goodnight to departing guests and slamming of car doors between these hours should be avoided. Your neighbors will appreciate this.

4. PETS

No bird, pet, reptile or animal shall be kept or harbored in the condominium unless the same in each instance be expressly permitted in writing by the Association, which permission may be conditioned on such terms as the Association, in its sole discretion, deems to be in the best interest of the condominium as a whole. Such permission in one (1) instance shall not be deemed to institute a blanket permission or permissions in any other instance; and any such permission may be revoked at any time in the sole discretion of the Association. In no event shall dogs be permitted in any of the public portions of the condominium building unless carried or on a leash. The owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any bird, pet, reptile or animal upon the condominium property.

4.1 No animals owned by members shall be allowed to commit a nuisance in any public portion of the buildings or grounds.

4.2 An authorization in writing to keep pets will expire when a member's pet dies or is disposed of.

4.3 Pets shall include all types of animals, such as dogs, cats, parrots, frogs, reptiles, turtles, etc.

4.4 All pets should be carried in the arms of its owner. If this is not physically possible, they should be restrained and kept on a leash.

4.5 Lessees, resident house guests or visitors may not at any time have a dog or any other pet at WOODLAKE VILLAS AT PALM AIRE, a condominium.

5. OBSTRUCTIONS

Sidewalks, entrances, driveways, passages, patios, courts, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the condominium, except such as shall have been approved in writing by the Association; nor shall anything be projected out of any window in the condominium without similar approval. No radio or television aerial or antenna shall be attached to or hung from the exterior of the condominium or the roof thereon without the express approval of the Association.

6. CHILDREN

Children are not to play in public halls or stairways. Reasonable supervision must be exercised when children are playing on the grounds.

7. DESTRUCTION OF PROPERTY

Neither members, their dependants nor guests shall mark, mar, damage, destroy, deface or engrave any part of the building. Members shall be responsible for any such damage.

8. EXTERIOR APPEARANCE

The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. Interior window shades or blinds shall be white or off-white in color. Roll down blinds on screened porches shall be harmonious in color with the exterior of the building.

9. CLEANLINESS

All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purposes only at such times and in such manner as the Association will direct. All disposals shall be used in accordance with instructions given to the owner by the Association.

10. SCREENED PORCHES, ATRIUMS, GARAGES

No objects shall be hung from window sills. No cloth, clothing, rugs or mops shall be hung up or shaken from windows or doors. Do not throw cigars, cigarettes or any other object from your windows or doors. No cooking shall be permitted on any screened porch, atrium or garage of a condominium parcel. Members shall not allow anything to be thrown or to fall from windows or doors. Garage doors should be closed when the garage is not being used.

11. DOOR LOCKS

Members must abide by Paragraph 13.5, "Right of Entry Into Private Condominium Parcels in Emergencies", of the Declaration of Condominium, which reads as follows:

> In case of emergency originating in or threatening any condominium parcel, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building superintendent or managing agent, shall have the right to enter such condominium parcel for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each condominium parcel shall deposit under the control of the Association, a key to such condominium parcel.

12. PLUMBING

Water Closets and other plumbing shall not be used for any other purpose than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse shall be borne by the member.

13. ROOF

Members are not permitted on the roof for any purpose.

14. SOLICITATION

There shall be no solicitation by any person anywhere in the building for any cause, charity or any purpose whatsoever, unless specifically authorized by the Board of Directors.

15. PARKING

No vehicle belonging to any owner or to a member of the family of an owner or guest, tenant or employee of an owner shall be parked in such manner as to impede or prevent access to another owner's driveway or garage. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey parking regulations posted at the private steets, parking areas and drives and any other traffic regulations promulgated in the future for safety, comfort and convenience of the owners. No vehicle which cannot operate on its own power shall remain within the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the condominium property. As a security measure, keep your automobile doors locked. No recreation vehicles, boats, or commercial trucks may be parked on the condominium property.

16. SWIMMING POOL

Members and their guests using the swimming pool do so at their risk. Members and their guests are requested to obey the posted swimming pool rules. Children under twelve (12) years using the pool and facilities of the recreation area must be accompanied and supervised by a responsible adult.

16.1 Swimming in the pool is permitted between the hours of 8:00 a.m. and 9:00 p.m. Since the pool is not guarded, persons using this facility do so at their own risk. Persons using these facilities must be appropriately attired.

The following are the basic rules for persons using the pool:

16.1.1 Shower thoroughly each and every time before entering the pool.

16.1.2 Bathing caps are to be worn by all persons having long hair.

16.1.3 Pneumatic floats or other items of similar nature, except swimming aids, are not permitted in the pool.

16.1.4 Pets are forbidden in the general pool area.

16.1.5 Running and/or ball playing or throwing objects is not permitted in the general pool area.

16.1.6 Beverages may be consumed withn the pool areas, but extreme care must be taken that absolutely NO GLASS, GLASS bottles or other GLASS containers be allowed within the pool area. Anyone who hosts or participates in serving or consuming beverages will be held strictly responsible for cleaning up after such refreshments have been consumed and will further be held strictly liable for any injury resulting from broken glass.

16.1.7 If suntain oils, creams or lotions are used, a towel or other form of protection must be placed on pool furniture to protect the attire of others who use the furniture.

The foregoing rules and regulations are designed to make living for you and your neighbors pleasant and comfortable. The

restrictions that we impose upon ourselves are for the mutual benefit of all. Violations of these rules are to be reported to the President of the Association, who will call the matter to the attention of the violating owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors. If any irreconcilable conflict should exist with respect to the interpretation of the Rules and Regulations and the Declaration of Condominium, the provisions of the Declaration of Condominium shall prevail.

BY ORDER OF THE BOARD OF DIRECTORS
OF WOODLAKE VILLAS AT PALM AIRE
CONDOMINIUM ASSOCIATION, INC.

_____

_____

EXHIBIT F

ARTICLES OF INCORPORATION
OF
WOODLAKE VILLAS AT PALM AIRE
CONDOMINIUM ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT

FILED
1986 FEB -7 PM 7:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporators by these articles associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and adopt the following articles of incorporation:

ARTICLE I. NAME

The name of this corporation is WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these articles of incorporation as the "articles" and the bylaws of the Association as the "bylaws."

ARTICLE II. TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE III. PURPOSE

This Association is organized for the purpose of providing an entity under the Florida Condominium Act (the Act) for the operation of a condominium located in Manatee County, Florida, and known as WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM (the condominium), created pursuant to the Declaration of Condominium (the declaration).

ARTICLE IV. POWERS

The Association shall have all the powers and privileges set forth in the Act, the declaration and the bylaws.

ARTICLE V. MEMBERS

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

ARTICLE VI. INITIAL REGISTERED OFFICE
AND REGISTERED AGENT

The street address of the initial registered office of this corporation is 5812 Doral Drive, Sarasota, Florida 34243 and the name of the initial registered agent of this corporation at that address is Melinda Jane Morrison.

ARTICLE VII. FIRST BOARD OF DIRECTORS

The number of persons constituting the first board of directors shall be three and their names and addresses are as follows:

NAME	ADDRESS
L.F. Rossignol, III	2929 Tallevast Road, Sarasota, Florida 34243
Robert H. Hahnemann	2929 Tallevast Road, Sarasota, Florida 34243
Melinda Jane Morrison	5812 Doral Drive Sarasota, Florida 34243

ARTICLE VIII. INCORPORATORS

The names and addresses of the incorporators to these articles are as follows:

FILED
1986 FEB -7 PM 7:41
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NAME	ADDRESS
L.F. Rossignol, III	2929 Tallevast Road, Sarasota, Florida 34243
Robert H. Hahnemann	2929 Tallevast Road, Sarasota, Florida 34243
Melinda Jane Morrison	5812 Doral Drive Sarasota, Florida 34243

IN WITNESS WHEREOF the undersigned incorporators have executed these articles of incorporation on JANUARY 24, 1986.

L.F. Rossignol, III, Incorporator

Robert H. Hahnemann, Incorporator

Melinda Jane Morrison, Incorporator

STATE OF FLORIDA)
)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 24th day of January 1986, by L. F. Rossignol, III, Robert H. Hahnemann and Melinda Jane Morrison.

Notary Public

My Commission Expires: Notary Public, State of Florida My Commission Expires Nov. 7, 1987 Bonded Thru Troy Fain - Insurance, Inc.
(Seal)

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent to accept service of process for WOODLAKE VILLAS AT PALM AIRE Condominium Association, Inc., at the place designated in these articles, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Signature: Melinda Jane Morrison
Melinda Jane Morrison,
Registered Agent

Date: January 24, 1986

O.R. 1143 PG 0497

INDEX TO BYLAWS

OF

WOODLAKE VILLAS AT PALM AIRE

CONDOMINIUM ASSOCIATION, INC.

EXHIBIT G

BYLAWS

OF

WOODLAKE VILLAS AT PALM AIRE

CONDOMINIUM ASSOCIATION, INC.

ARTICLE I. IDENTITY

These are the bylaws of WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC. (the Association), a corporation not for profit under the laws of the State of Florida, organized for the purpose of administering that certain condominium located in Manatee County, Florida, and known as WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM (the Condominium).

1.1 Principal office.

The principal office of the Association shall be at 5812 Doral Drive, Sarasota, Florida 34243, or at such other place as may be designated by the board of directors.

1.2 Fiscal year.

The fiscal year of the Association shall be the calendar year.

1.3 Seal.

The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation not for profit" and the year of incorporation.

1.4 Definitions.

For convenience, these bylaws shall be referred to as the "bylaws"; the articles of incorporation of the Association as the "articles"; and the declaration of the condominium for the condominium as the "declaration." The other terms used in these bylaws shall have the same definitions and meaning as those set forth in F.S. Chapter 718, The Condominium Act (the Act), as well as those set forth in the declaration and the articles, unless provided to the contrary in these bylaws, or unless the context otherwise requires.

ARTICLE II. MEETINGS OF MEMBERS AND VOTING

2.1 Annual meeting.

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

2.2 Special meetings.

Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the president or by a majority of the board of directors of the Association, and must be called by the president or secretary on receipt of a written request from at least 10% of the voting interests of the Association entitled to vote at the meeting.

Requests for a me ing by the members shall ıte the purpose for the meeting and business conducted at any special meeting shall be limited to the matters stated in the notice for it. The provisions of this section, as applicable, shall be modified by the provisions of F.S. 718.112(2)(e), concerning budget meetings; F.S. 718.112(2)(f), concerning recall; F.S. 718.112(2)(j); concerning budget reserves; and F.S. 718.301(1) and (2), concerning election of directors by unit owners other than the developer.

2.3 Notice of annual meeting.

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

2.4 Notice of special meetings, generally.

Except as modified by the specific requirements for special kinds of members' meetings as set out in these bylaws, notice of special meetings, generally, shall be in writing, shall state the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not less than ten or more than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at this address as it appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

2.5 Notice of budget meeting.

The board of directors shall mail a notice and a copy of the proposed annual budget to the unit owners not less than 14 days before the meeting at which the board will consider the budget.

2.6 Notice of meeting to consider excessive budget.

If a budget adopted by the board of directors requires assessment against the unit owners for any calendar year exceeding 115% of assessment for the preceding year, the board, on written application of 10% of the voting interests to the board, shall call a special meeting of the unit owners within 30 days, on not less than ten days' written notice to each unit owner.

2.7 Notice of meeting to consider recall of board members.

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

2.8 Notice of meeting to elect nondeveloper directors.

Notice of a meeting to elect a director or directors from unit owners other than the developer shall be given not less than 30 days nor more than 40 days before the meeting. The meeting may be called and notice given by any unit owner if the Association fails to do so.

2.9 Quorum.

A quorum at m .ings of members shall con st of persons entitled to cast, either in person or by proxy, a majority of the voting interests of the entire membership. Absentee ballots, alone, may not be counted in determining a quorum.

2.10 Voting.

(a) Number of votes.

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

(b) Majority vote.

The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all unit owners for all purposes unless the Act, the declaration, the articles, or these bylaws require a larger percentage of vote, in which case that larger percentage shall control.

2.11 Membership-designation of voting member.

Persons or entities shall become members of the Association on the acquisition of fee title to a unit in the condominium. Membership shall be terminated when a person or entity no longer owns a unit in the condominium. If a unit is owned by more than one natural person, any record owner of the unit may vote in person or by proxy, provided that there shall be no more than one vote per unit. In the case of conflict among the owners of the unit, the vote for that unit shall not be counted as to the matter under consideration in which the conflict arose, and whether the conflict appears by vote in person or by proxy. Ballots may be cast for units owned by corporations or partnerships by a president, vice president, a partner, or any other person designated in a written certificate filed with the secretary of the Association and signed by a president or vice president of a corporation or a partner of a partnership.

2.12 Proxies; Powers of Attorney

Votes may be cast in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy and the name of the person authorized to vote the proxy for him. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for a period longer than 90 days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the unit owner executing it. The proxy shall be signed by the unit owner or owners (if more than one) or by the appropriate officer or partner of a corporation or partnership or other designated person mentioned in 2.11, or the duly authorized attorney-in-fact of that person or persons (provided the power of attorney is filed with the secretary of the Association). The proxy shall be filed with the secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a unit owner, properly executed and granting such authority, may vote that unit.

2.13 Adjourned meetings.

If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. The time and place to which the

meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

2.14 Waiver of notice.

Unit owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the secretary of the Association.

2.15 Action by members without a meeting.

Unit owners may take action by written agreement without a meeting, as long as written notice is given to the unit owners in the manner prescribed elsewhere in these bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these bylaws. The decision of a majority of the unit owners, or a larger percentage vote as otherwise may be required by the Act, the declaration, the articles or these bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership, provided a quorum submits a response. The notice shall set forth a time period within which responses must be made by the members.

2.16 Minutes of meetings.

The minutes of all meetings of unit owners shall be kept in a book available for inspection by unit owners or their authorized representatives, and board members at any reasonable time. The minutes shall be retained by the Association for a period of not less than seven years.

2.17 Order of business.

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

(a) Call to order

(b) Election of a chairman of the meeting, unless the president or vice president is present, in which case he shall preside

(c) Calling of the roll, certifying of proxies, determination of a quorum

(d) Proof of notice of the meeting or waiver of notice

(e) Reading and disposal of any unapproved minutes

(f) Reports of officers

(g) Reports of committees

(h) Appointment of inspectors of election

(i) Determination of number of directors

(j) Election of directors

(k) Unfinished business

(l) New business

(m) Adjournment

2.18 Actions pecifically requiring uni' owner votes.

The following actions require approval by the unit owners and may not be taken by the board of directors acting alone:

(a) Amendments to the declaration, except those made by the developer adding or modifying a phase to the condominium and recording a certificate of surveyor.

(b) Merger of two or more independent condominiums of a single complex to form a single condominium.

(c) Purchase of land or recreation lease.

(d) Cancellation of certain grants or reservations made by the declaration, a lease or other document and any contract made by the Association before the transfer of control of the Association from the developer to unit owners other than the developer.

(e) Exercise of Option to purchase recreational or other commonly used facilities lease.

(f) Providing no Reserves, or less than adequate reserves.

(g) Recall of members of board of directors.

(h) Other matters contained in the declaration, the articles or these bylaws that specifically require a vote of the members.

2.19 Secret ballots, proxy.

Any vote to amend the declaration to change the percentage of ownership in the common elements or the sharing of the common expense must be conducted by secret ballot. Unit owners wishing to vote a secret ballot by proxy shall be mailed a ballot slip on a paper separate from that containing the proxy and notice of meeting. The proxy shall be only for the purpose of establishing a quorum at the meeting at which the secret ballot is to be conducted, and shall not contain on its face instructions as to how the proxy holder should vote the secret ballot. Provision shall be made for the secret ballot slip to be returned to the secretary of the Association in a sealed, unmarked envelope, separate from the proxy, which shall be placed in a larger envelope containing the sealed ballot. At the meeting at which the secret ballot is to be taken, the secretary will present the unopened envelopes to the inspectors of election, who will then examine and verify the proxies separately from the secret ballots in a manner that will insure the integrity of the secret vote. The inspectors of election will then tally the secret ballots of those present at the meeting together with those of the unit owners voting by proxy and announce the results.

2.20 Affidavit of Notice. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the association meeting were mailed or hand delivered in accordance with the Act and these Bylaws.

ARTICLE III. DIRECTORS

3.1 Number and qualifications.

The affairs of the Association shall be managed initially by a board of three directors selected by the developer. When unit owners other than the developer are entitled to elect a majority of the directors, the board shall be composed of any odd number of directors that the unit owners may decide. The number of

directors, however shall never be less than three. Other than those selected by the developer, directors must be either unit owners; tenants residing in the condominium; officers of a corporate unit owner; or partners of a partnership unit owner. No director (except those selected by the developer) shall continue to serve on the board after he ceases to be a unit owner or tenant residing in the condominium.

3.2 Election of Directors.

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

3.3 Term.

Each director's term of service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in 3.5. The members, however, at any annual meeting after the developer has relinquished control of the Association and in order to provide a continuity of experience, may vote to create classes of directorships having a term of one, two or three years so that a system of staggered terms will be initiated.

3.4 Vacancies.

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

3.5 Recall of Board Members.

(a) Subject to the provisions of F.S. 718.301, any member of the board of directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the unit owners to recall a member or members of the board of directors may be called by 10 per cent of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. Any vacancy on the board of directors thus created shall be filled by the members of the Association at the same meeting. If more than one director is subject to recall, there shall be a separate vote on the question to remove each director.

(b) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled member or members of the board of directors shall turn over to the board any and all records of the association in their possession, within 72 hours after the meeting.

(c) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the association by certified mail. The board of directors shall call a meeting of the board within 72 hours after receipt of the agreement in writing and shall

either certify th written agreement to reca a member or members of the board, in which case such member or members shall be recalled effective immediately and shall turn over to the board within 72 hours, any and all records of the association in their possession, or proceed as described in subparagraph 3.

(d) If the board determines not to certify the written agreement to recall a member or members of the board, or if the recall by a vote at a meeting is disputed, the board shall, within 72 hours, file with the Division of Florida Land Sales and Condominiums a petition for binding arbitration pursuant to the procedures of F.S. 718.1255. For purposes of this section, the unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the board, the recall shall be effective upon service of the final order of arbitration upon the association. If the association fails to comply with the order of the arbitrator, the division may take action pursuant to F.S.718.501. Any member or members so recalled shall deliver to the board any and all records of the association in their possession within 72 hours of the effective date of the recall.

3.6 Disqualification and resignation.

Any director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the secretary. The resignation shall take effect on receipt by the secretary, unless it states differently. Any board member elected by the unit owners who is absent from more than three consecutive regular meetings of the board, unless excused by resolution of the board, shall be deemed to have resigned from the board of directors automatically, effective when accepted by the board. Any board member more than 30 days delinquent in the payment of an assessment shall be deemed to have resigned from the board, effective when the resignation is accepted by the board of directors.

3.7 Organizational meeting.

The organizational meeting of a newly elected board of directors shall be held within ten days of their election at a place and time that shall be fixed by the directors at the meeting at which they were elected and without further notice, except notice to unit owners required by F.S. 718.112(2)(c).

3.8 Regular meetings.

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

3.9 Special meetings.

Special meetings of the board of directors may be called by the president and, in his absence, by the vice president, and must be called by the secretary at the written request of one third of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than three days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the condominium property at least 48 hours before the meeting, except in an emergency.

3.10 Waiver notice.

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

3.11 Quorum.

A quorum at the meetings of the directors shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except when approval by a greater number of directors is required by the declaration, the articles or these bylaws.

3.12 Adjourned meetings.

If there is less than a quorum present at any meeting of the board of directors, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.13 No proxy.

There shall be no voting by proxy at any meeting of the board of directors.

3.14 Presumption of Assent.

A director who is present at a meeting of the board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

3.15 Joinder in meeting by approval of minutes.

A director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that director for the purpose of determining a quorum.

3.16 Meetings open to members.

Meetings of the board of directors shall be open to all unit owners to attend and observe. No unit owner, however, shall be entitled to participate in the meeting unless specifically invited to do so by the board. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments.

3.17 Presiding officer.

The presiding officer at board meetings shall be the president or, in his absence, the vice president, and in his absence, the directors present shall designate any one of their number to preside.

3.18 Minutes of meetings.

The minutes of all meetings of the board of directors shall be kept in a book available for inspection by unit owners or their authorized representative and board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.19 Execut e committee.

The board of directors, by resolution, may appoint an executive committee to consist of three or more members of the board. The executive committee shall have and may exercise all of the powers of the board in the management of the business and affairs of the condominium during the intervals between the meetings of the board insofar as may be permitted by law. The executive committee, however, shall not have power to: (a) determine the common expenses required for the operation of the condominium; (b) determine the assessments payable by the unit owners to meet the common expenses of the condominium; (c) adopt or amend rules and regulations covering the details of the operation and use of the condominium property; (d) purchase, lease or otherwise acquire units in the condominium in the name of the Association; (e) approve or recommend to unit owners any actions or proposals required by the Act, the declaration, the articles or these bylaws to be approved by unit owners; or ;(f) fill vacancies on the board of directors. Meetings of the executive committee shall be open to unit owners.

3.20 Compensation.

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

3.21 Order of business.

The order of business at meetings of directors shall be:

(a) Calling of roll
(b) Proof of notice of meeting or waiver of notice
(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

3.22 Election of directors by unit owners other than the developer.

(a) One third.

When unit owners other than the developer own 15% or more of the units in any one condominium that will be operated ultimately by the Association, they shall be entitled to elect no less than one third of the members of the board of directors.

(b) Majority.

Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of directors at the earliest of:

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

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

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

( ) when some of the units ve been conveyed to purchasers and one of the others are bein constructed or offered for sale by the developer in the ordinary course of business.

(c) Developer member.

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

(d) Election.

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

(e) Relinquishment of control.

Prior to, or not more than 60 days after, the time that unit owners other than the developer elect a majority of the members of the board of directors, the developer shall relinquish control of the Association and the unit owners shall accept control. Simultaneously, the developer shall deliver to the Association, at the Developers expense, all property of the unit owners and of the Association held or controlled by the developer, including but not limited to those items specified in the Act.

(f) Compelling compliance.

In any action brought to compel compliance with F.S. 718.301 regarding transfer of Association control and election of directors by unit owners other than the developer, the summary procedure provided for in F.S. 51.011 may be employed, and the prevailing party shall be entitled to recover reasonable attorneys' fees.

(g) Early transfer.

Nothing contained in this 3.21 shall be deemed to prevent the developer form transferring control of the Association to unit owners other than the developer before the occurrence of the events described in this section.

3.23 Failure to elect director quorum.

If the Association or the board of directors fails to fill vacancies on the board of directors sufficient to constitute a quorum, any unit owner may apply to the circuit court within whose jurisdiction the condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the Act. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all the powers and duties of a duly constituted board of directors and shall serve until the Association fills vacancies on the board sufficient to constitute a quorum.

ARTICLE IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All the powers and duties of the Association existing under the Act, the declaration, the articles and these bylaws shall be

exercised exclusi ly by the board of directo , or its duly authorized agents, contractors or employees, subject only to the approval by unit owners when that approval is specifically required. The powers and duties of the board shall include, but shall not be limited to, those set forth in the Act, the declaration and the following:

4.1 Maintenance, management and operation of the condominimum property.

4.2 Contract, sue or be sued.

The Association may contract, sue, or be sued with respect to the exercise or nonexercise of its powers. The powers of the Association include, but are not limited to, the maintenance, management and operation of the condominium property. After control of the Association is obtained by unit owners other than the developer, the Association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all unit owners concerning matters of common interest including but not limited to the common elements and commonly-used facilities. The statute of limitations for any actions in law or equity that the Association may have shall not begin to run until the unit owners have elected a majority of the members of the board of directors.

4.3 Right of access to units.

The Association has the irrevocable right of access to each unit during reasonable hours as necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another unit or units.

4.4 Make and collect assessments.

4.5 Lease, maintain, repair and replace the common elements; provided, however, the Association shall not charge any fee against a Unit Owner for the use of common elements or association property unless such use is the subject of a lease between the Association and the Unit Owner.

4.6 Lien and foreclosure for unpaid assessments.

The Association has a lien on each condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees incurred by the Association in the collection of the assessment or enforcement of the lien. It also has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage or convey it.

4.7 Purchase unit.

In addition to its right to purchase units at a lien foreclosure sale, the Association generally has the power to purchase units in the condominium and to acquire, hold, lease, mortgage and convey them.

4.8 Modify easements.

The Association, without the joinder of any unit owner, may modify or move any easement for ingress and egress or for utilities purposes if the easement constitutes part of or crosses the condominium property.

4.9 Purchase land or recreation lease.

Any land or recreation lease may be purchased by the Association on the approval of two thirds of the unit owners of the Association.

4.10 Acquire se interest in recreation: facilities.

The Association may enter into agreements, acquire leaseholds, memberships and other possessory or use interests in lands or facilities, such as country clubs, golf course, marinas and other recreational facilities, whether contiguous to the condominium property or not if: (a) they are intended to provide enjoyment, recreation or other use or benefit to the unit owners and (b) if they exist or are created at the time the declaration was recorded, they are fully stated and described in the declaration.

4.11 Authorize certain amendments.

If it appears that through a drafter's error in the declaration that the common elements, common expenses or common surplus has been stated or distributed improperly, an amendment to the declaration correcting that error may be approved by the board of directors or a majority of the unit owners. No unit owners except those directly affected must join in the execution of the amendment.

4.12 Adopt rules and regulations.

The Association may adopt reasonable rules and regulations for the use of the common elements, common areas and recreational facilities serving the condominium.

4.13 Maintain accounting records.

4.14 Obtain insurance.

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the common elements.

4.15 Furnish annual financial reports to members.

4.16 Give notice of liability exposure.

If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all unit owners, who shall have the right to intervene and defend.

4.17 Provide certificate of unpaid assessment.

Any unit owner, mortgagee or other record lienholder has the right to require from the Association a certificate showing the amount of unpaid assessments respecting the unit owner's condominium parcel.

4.18 Pay the annual fee to the division of Florida Land Sales and Condominiums for each residential unit operated by the Association.

4.19 Contract for maintenance and management of the condominium.

4.20 Pay taxes or assessments against the common elements or Association property.

4.21 Pay costs of utilties services rendered to the condominium and Association property and not billed directly to individual unit owners.

4.22 Employ personnel.

The Association may employ and dismiss personnel as necessary for the maintenance and operation of the condominium property and

may retain those professional services that are required for those purposes.

4.23 Impose fines.

Pursuant to F.S. 718.303(3), the board of directors may impose fines against a unit in such reasonable sums as they may deem appropriate, not to exceed $50.00, for violations of the Act, the declaration, the articles, these bylaws and lawfully adopted rules and regulations, by owners or occupants, licensees or invitees. The board may collect those fines in one or more installments except no fine shall become a lien against a unit. Each day of violation shall be a separate violation. No fine shall be imposed until the offending party (which always shall include the unit owner) has been given reasonable written notice of the violation and an opportunity to appear and be heard before the board of directors.

4.24 Authorize private use of the common elements.

The board of directors may authorize unit owners or others to use portions of the common elements, such as social rooms and meeting rooms for private parties and gatherings, for which reasonable charges may be imposed.

4.25 Repair or reconstruct improvements after casualties.

4.26 Lien for labor and materials furnished to the common elements.

Labor performed on or materials furnished to the common elements, if authorized by the board of directors, may be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners are liable for common expenses.

ARTICLE V. OFFICERS

5.1 Executive officers.

The executive officers of the Association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer, a secretary and an assistant secretary. The officers shall be elected annually by the board of directors and may be removed without cause at any meeting by a vote of a majority of all of the directors. A person may hold more than one office except that the president may not also be the secretary or assistant secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The board of directors from time to time shall elect other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2 President.

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

5.3 Vice pr ident.

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

5.4 Secretary.

The secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of the secretary of an Association and as may be required by the directors or the president.

5.5 Treasurer.

The treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. He shall submit a treasurer's report to the board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the board.

5.6 Compensation.

The compensation, if any, of all officers and other employees of the Association shall be fixed by the board of directors. This provision shall not preclude the board from employing a director as an employee of the Association or preclude the contracting with a director for the management of the condominium.

ARTICLE VI. FISCAL MANAGEMENT

6.1 Board adoption of budget.

The board of directors shall adopt a budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the board called for that purpose at least 45 days before the end of each fiscal year.

6.2 Budget requirements.

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, when applicable, but not limited to:

(a) Administration of the Association
(b) Management fees
(c) Maintenance
(d) Rent for recreational and other commonly used facilities
(e) Taxes on Association property
(f) Taxes on leased areas
(g) Insurance
(h) Security provisions
(i) Other expenses

(j) Ope ting capital
(k) Fees payable to the Division o: Florida Land Sales and Condominiums
(l) Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting and pavement resurfacing. Reserves may be removed from the final budget if by vote of the majority of the unit owners present at a duly called meeting of the Association they shall determine for a fiscal year to provide no reserves or reserves less adequate than required by F.S. 718.112(2)(j)

6.3 Notice of budget meeting.

The board of directors shall mail a meeting notice and copies of the proposed annual budget to the unit owners not less than 14 days before the meeting at which the budget will be considered. The meeting shall be open to all the unit owners.

6.4 Member rejection of excessive budget.

If a budget adopted by the board of directors requires assessment against the unit owners in any fiscal year exceeding 115% of the assessment for the previous year, the board, on written application of 10% of the voting interests shall call a special meeting of the unit owners within 30 days. The special meeting shall be called on not less than ten days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget by not less than a majority vote of all voting interests. Provisions for reasonable reserves for repair or replacement of the condominium property, nonrecurring expenses and assessments for betterments to the condominium property shall be excluded from the computation in determining whether assessments exceed 115% of similar assessments in the previous year. If a meeting of the unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the board of directors shall go into effect as scheduled.

6.5 Alternative budget adoption by members.

At its option, for any fiscal year, the board of directors may propose a budget to the unit owners at a meeting of members or in writing. If the proposed budget is approved by the unit owners at the meeting or by a majority of all the voting interets in writing, the budget shall be adopted.

6.6 Budget restraints on developer.

As long as the developer is in control of the board of directors, the board shall not impose an assessment for any year greater than 115% of the previous year's assessment without approval of a majority of all the voting interests.

6.7 Accounting records.

(a) From the inception of the association, the association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the association:

(1) The plans, permits, warranties, and other items provided by the developer pursuant to F.S. 718.301(4);

(2) A photocopy of the recorded declaration of each condominium operated by the association and all amendments thereto;

(3) A photocopy of the recorded bylaws of the association and all amendments thereto;

(4) A certified copy of the articles of incorporation of the association or other documents creating the association and all amendments thereto;

(5) A copy of the current rules of the association;

(6) A book or books containing the minutes of all meetings of the association, of the board of directors and of unit owners, which minutes shall be retained for a period of not less than 7 years;

(7) A current roster of all unit owners, their mailing addresses, unit identifications, voting certifications, and if known, telephone numbers;

(8) All current insurance policies of the association and condominiums operated by the association;

(9) A current copy of any management agreement, lease, or other contract to which the association is a party or under which the association or the unit owners have an obligation or responsibility;

(10) Bills of sale or transfer for all property owned by the association;

(11) Accounting records for the association and separate accounting records for each condominium it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but are not limited to;

a. Accurate, itemized, and detailed records of all receipts and expenditures;

b. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

c. All audits, reviews, accounting statements, and financial reports of the association or condominium.

d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year;

(12) Voting proxies, which shall be maintained for a period of 1 year from the date of the meeting for which the proxy was given.

(13) All rental records where the association is acting as agent for the rental of condominium units.

(b) The official records of the association shall be maintained in the county in which is located the condominium.

(c) The official records of the association shall be open to inspection by any association member or the authorized representative of such member, any institutional mortgagee, and to holders, insurers or guarantors of any first mortgage at all reasonable times. Failure to permit inspection of the association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or

indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the association member.

6.8 Financial Reports.

Within 60 days following the end of the fiscal or calendar year the board of directors of the association shall mail or furnish by personal delivery to each unit owner and institutional mortgagees a complete financial report of actual receipts and expenditures for the previous 12 months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, buy not limited to, the following:

(a) Costs for security;

(b) Professional and management fees and expenses;

(c) Taxes;

(d) Costs for recreation facilities;

(e) Expenses for refuse collection and utility services;

(f) Expenses for lawn care;

(g) Costs for building maintenance and repair;

(h) Insurance costs;

(i) Administrative and salary expenses; and

(j) General reserves, maintenance reserves, and depreciation reserves.

6.9 Depository.

The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the board of directors and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the directors.

6.10 Fidelity bonding.

Each officer and director of the Association who controls or disburses its funds shall be bonded by a fidelity bond in the principal sum of not less than $10,000. The cost of bonding shall be at the expense of the Association.

6.11 Annual election of income reporting method.

The board of directors shall make a determination annually, based on competent advice, whether it shall cause the Association's income to the reported to the Internal Revenue Service by the "regular" method (Federal Tax Form 1120) or the "alternative" method (Federal Tax form 1120H), according to which method of reporting shall best serve the interests of the Association for the reporting period under consideration.

ARTICLE VII. ASSESSMENTS AND COLLECTION

7.1 Assessments, generally.

Assessments shall be made against the uni. owners not less frequently than quarterly in the discretion of the board of directors. The assessments shall be made in the amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against unit owners in the proportions or percentages provided in the declaration. Unit owners' shares of common expenses shall be in the same proportions as their ownership interest in the common elements.

7.2 Special assessments.

The board of directors may levy special assessments for the purpose of supplementing assessments if the assessments are inadequate to pay the common expenses and of defraying, in whole or part, the cost of any reconstruction, repair, or replacement of the common elements (including the necessary fixtures and personal property related thereto); provided that the specific purpose or purposes of any special assessment shall be set forth in a written notice of such special assessment sent or delivered to each unit owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the units owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered common surplus.

7.3 Other charges.

Charges by the Association against members for other than common expenses shall be payable in advance. Charges for other than common expenses may be made only after approval of a member or when expressly provided for in the declaration or other condominium documents. These charges may include, without limitation, charges for the use of the condominium property or recreation area, provided that such use is the subject of a lease between the Association and the unit owner.

7.4 Liability for assessments.

Each unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the unit owner. Except as provided for in the Declaration, the unit owner and his grantee shall be jointly and severally liable for all unpaid assessments due and payable up to the time of the transfer of title. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

7.5 Assessments, amended budget.

If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the board of directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.6 Collection: Interest, application of payment.

Assessments and installments on them, if not paid within ten days after the date they become due, shall bear interest at the rate of 18 per cent per annum from the date when due until paid. All assessment payments shall be applied first to interest and then to the assessment payment first due.

7.7 Lien for Assessments.

The association shall have a lien on each condominium parcel for any unpaid assessments, together with interest thereon, against the owner of such condominium parcel. Reasonable attorney's fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all unpaid assessments, interest, and costs which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure, shall be payable by the unit owner and secured by such lien.

Said lien shall be effective from and after the time of recording in the public records of Lee County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due. Such lien shall not continue for a longer period than 1 year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional mortgage recorded prior to the time of recording of the claim of lien.

7.8 Collection: suit, notice.

The Association may bring an action to foreclose any lien for assessment in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association may take such action as provided in the Act or in the Declaration. The Association shall give notice to the unit owner of its intention to foreclose its lien at least 30 days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the unit owner or by certified or registered mail, return receipt requested, addressed to the unit owner.

ARTICLE VIII. ASSOCIATION CONTRACTS, GENERALLY

8.1 Fair and reasonable, cancellation.

Any contracts made by the Association before the unit owners assume control form the developer must be fair and reasonable. All contracts for the operation, maintenance or management of the Association or property serving the unit owners, made by the Association, whether before or after assumption of control of the Association by the unit owners, must not be in conflict with the powers and duties of the Association or the rights of the unit owners. Contracts made by the Association before the unit owners assume control may be canceled by the unit owners after assumptioned of control in the manner and under the circumstances as provided in the Act.

8.2 Vending equipment.

The developer may obligate the Association under lease agreements or other contractual arrangements for laundry-related vending equipment. The leases or agreements for the laundry-related vending equipment may not be subject to cancellation by unit owners other than the developer if the vending equipment leases or agreements contain certain provisions as prescribed by the Act.

8.3 Escalation clauses in management contracts prohibited.

No management contract entered into by the Association shall contain an escalation clause, since they have been declared to be against the public policy of the State of Florida.

8.4 Requirements for maintenance and management contracts.

Written contracts for operation, maintenance and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

(a) Specification of the services, obligations and responsibilities of the service provider.

(b) Specification of costs incurred in the performance of the contract which are to be reimbursed.

(c) An indication of frequency of performance of services.

(d) Specification of minimum number of personnel to provide the services contracted for.

(e) The disclosure of any financial or ownership interest that the developer has in the service provider, if the devloper is in control of the Association.

ARTICLE IX. ROSTER OF UNIT OWNERS AND MORTGAGES

Each unit owner shall file with the Association a copy of the deed or other instrument showing his ownership, together with a copy of any mortgage on his unit and any satisfaction of that mortgage. The Association shall maintain these documents in a suitable binder for reference as required in the exercise of its powers and duties.

ARTICLE X. COMPLIANCE AND DEFAULT

10.1 Violations, actions.

Each unit owner and the Association shall be governed by, and shall comply with the provisions of the Act, the Declaration, the documents creating the association, and the association bylaws. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the association or by a unit owner against:

(a) The Association.

(b) A Unit Owner.

(c) Directors designated by the Developer, for actions taken by them prior to the time control of the Association is assumed by Unit Owners other than the Developer.

(d) Any director who willfully and knowingly fails to comply with these provisions.

The foregoing action may be taken in addition to the Association's right to impose fines under 4.23 of these bylaws.

10.2 Attorney's fees.

In any action brought pursuant to the provisions of 10.1, the prevailing party is entitled to recover reasonable attorneys' fees.

10.3 No waiver of rights.

Neither a unit owner nor the Association may waive a provision of the Act if that waiver would adversely affect the right

of a unit owner or .he purposes of the provis n, except that unit owners or board members may waive notice of specific meetings in writing.

XI. ARBITRATION OF INTERNAL DISPUTES

Internal disputes arising from the operation of the condominium among unit owners, the Association, their agents and assigns may be resolved by voluntary binding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales and Condominiums pursuant to F.S. 718.1255. Each party to the dispute first must agree to the arbitration process and, in such case, the arbitrator's decision will be final. If judicial proceedngs are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction. Nothing in this article shall preclude any party from proceeding alternatively in the manner prescribed in Article X above.

ARTICLE XII. LIABILITY SURVIVES MEMBERSHIP TERMINATION

Termination of membership in the Association shall not relieve or release a former member from any liability or obligation incurred with respect to the condominium during the period of membership, nor impair any rights or remedies that the Association may have against the former member arising out of his membership and his covenants and obligations incident to that membership.

ARTICLE XIII. LIMITATIONS ON UNIT OWNER LIABILITY FOR USE OF COMMON ELEMENTS

Each unit owner may be personally liable for the acts or omissions of the Association relating to the use of the common elements. That liability shall be shared with other unit owners in the same percentages as their respective interests in the common elements. No individual unit owner's liability shall exceed the value of his unit.

ARTICLE XIV. PARLIAMENTARY RULES

ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Act, the declaration, the articles or these bylaws.

ARTICLE XV. RULES AND REGULATIONS

15.1 Board may adopt.

The board of directors may adopt and amend, from time to time, reasonable rules and regulations governing the details of the use and operation of the common elements, common areas and recreational facilities serving the condominium.

15.2 Posting and furnishing copies.

A copy of the rules and regulations adopted form time to time by the Board of Directors, and any amendments to existing rules and regulations, shall be posted in a conspicious place on the condominium property and a copy furnished to each unit owner. No rule, regulation or amendment shall become effective until 30 days after posting, except in the case of an emergency, in which case the rule, regulation or amendment shall become effective immediately on posting.

15.3 Limitat ns on authority.

The board of directors may not unreasonably restrict any unit owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common elements, common areas and recreational facilities. The board may not deny any resident of the condominium, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

15.4 Reasonableness test.

Any rule or regulation created and imposed by the board of directors must be reasonably related to the promotion of the health, happiness and peace of mind of the unit owners and uniformly applied and enforced.

ARTICLE XVI: RESTRICTIONS ON AND REQUIREMENTS FOR USE, MAINTENANCE AND APPEARANCE OF THE UNITS

16.1 Where contained.

Restrictions on the use, maintenance and appearance of the individual condominium units shall be as stated in the declaration and no amendments or additions shall be contained elsewhere than in the declaration as adopted by a vote of the unit owners in the manner prescribed elsewhere in these bylaws.

16.2 Tests for validity of restrictions.

Restrictions contained in the declaration and any amendments duly adopted by a vote of the unit owners shall be valid and in the nature of covenants running with the land, unless it is shown that they: (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional rights.

ARTICLE XVII. BYLAWS DEEMED AMENDED

These bylaws shall be deemed amended in those particulars as may be required to make them consistent with the provisions of the Act, as it may be amended from time to time.

ARTICLE XVIII. PRIORITIES IN CASE OF CONFLICT

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest:

(a) The Act
(b) The declaration
(c) The articles
(d) These bylaws
(e) The rules and regulations

ARTICLE XIX. INDEMNIFICATION

Every officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or havng been an officer or director of the Association, whether or not he is an officer or director at the time the expenses are incurred. The officer or director shall not be indemnified if he is adjudged guilty of gross negligence or willful misconduct or

"SUBSTANTIAL REWL ING OF BYLAW. SEE BYLAW BER ____ FOR PRESENT TEXT."

ARTICLE XXII. CONSTRUCTION.

Whenever the context permits or requires, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders.

The foregoing were adopted as the bylaws of WOODLAKE VILLAS AT PALM AIRE Condominium Association, Inc. on 4-18-86.

WOODLAKE VILLAS AT PALM AIRE
CONDOMINIUM ASSOCIATION, INC.

By: [signature]

President

ATTEST:

[signature] Secretary

FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE COUNTY, FL.
APR 23 11 38 AM '86

083424

STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a true and correct copy of the documents on file in my office.
Witness my hand and official seal this 23 day of April 19 86
R. B. SHORE
Clerk of Circuit Court
By: D. Dawson D.C.

CERTIFICATE OF AMENDMENT

BY-LAWS
OF
WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED officers of Woodlake Villas at Palm Aire Condominium Association, Inc., do hereby certify that the following amendments to the By-Laws of the corporation of which is recorded in the Manatee County Official Records (Book 1143, Page 0507 and 0508), Florida were duly adopted by the Association membership at a membership meeting held January 9, 1991 at 7:00 P.M. in the Lakes Room of the Palm Aire Country Club, in accordance with the provisions of the By-Laws.

AMENDMENTS

BY-LAWS
OF
WOODLAKE VILLAS OF PALM AIRE CONDOMINIUM ASSOCIATION, INC.
(Additions indicated by underlining, deletions by ------).

ARTICLE III. DIRECTORS

3.1 Number and Qualifications. These By-Laws may be amended in the following manner -

~~The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. When unit owners, other than the Developer, are entitled to elect a majority of the Directors, the Board shall be composed of any odd number of Directors that the unit owners decide. The number of Directors, however, shall never be less than three. Other than those selected by the Developer, Directors must be either unit owners, tenants residing in the condominium, officers of a corporate unit owner, or partners of a partnership unit owner. No Director (except those selected by the Developer) shall continue to serve on the board after he ceases to be a unit owner or tenant residing in the condominium.~~

The affairs of the association shall be managed by a board of five (5) Directors. Directors must be either a unit owner or their spouse, an officer of a corporate unit owner, or a partner of a partnership unit owner. No Director shall continue to serve on the Board after ceasing to be a unit owner.

ARTICLE III, DIRECTORS

RECORD VERIFIED
R.B. SHORE, CLERK OF CIRCUIT COURT
BY: KG

3.3 Term

~~Each Director's term of service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in 3.5. The members, however, at any annual meeting after the Developer had relinquished control of the Association and in order to provide a continuity of experience, may vote to create classes of directorships having a term of one, two or three years so that a system of staggered terms will be initiated.~~

Each Director's term of service shall be elected by the members of the Association at each annual meeting. Three (3) Directors shall be elected for a two year term at the annual meeting, and two (2) Directors shall be elected for a two-year term. However, at the first annual meeting that this section applies, the two (2) Directors shall be elected for a one-year term.

Dated this 18 day of December, 1990.

WOODLAKE VILLAS AT PALM-AIRE
CONDOMINIUM ASSOCIATION, INC.

WITNESSES

Matthew M Bell
President

Ruth Brinn
Secretary

STATE OF FLORIDA
COUNTY OF MANATEE

BEFORE ME this day, personally appeared MATHEW M. BELL, as President and RUTH BRINN, as Secretary of Woodlake Villas at Palm-Aire Condominium Association, Inc., who, being duly sworn, deposes and says that they signed the foregoing instrument for the purposes therein mentioned, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18TH day of DECEMBER, 1990.

L. Grace Burch
Notary Public

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Sept. 3, 1991

Instrument prepared by and return to:
Alan Howes
Property & Accounting Management, Inc.
P.O. Box 6165
Sarasota, FL 34278

FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE COUNTY, FL
JAN 15 4 08 PM '91

WOODLAKE CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

(As adopted by the Board on June 9, 2003 and re-adopted on June 18, 2009)

These rules and regulations are intended to enhance the quality of life, maintain property values and facilitate harmonious relationships for residents and guests. They are consistent with the provisions of the Woodlake Declaration of Condominium and By-Laws.

EACH OWNER SHALL BE RESPONSIBLE FOR THE OBSERVANCE OF THESE RULES AND REGULATIONS BY GUESTS AND TENANTS.

I. UNIT OWNERSHIP AND OCCUPANCY

a. Number of Persons. Only an owner, member of his/her family and guests or tenants shall occupy each unit, and only as a resident. No unit shall be permanently occupied by more than six persons. The maximum number of occupants and overnight guests no be more than eight persons per unit.

b. Guests. Woodlake welcomes visitors and guests, and invites their enjoyment of our facilities with this reminder. During their stay, it is expected that they will also abide by the rules and regulations that govern everyone. It is the responsibility of the unit owners to inform their guests of these rules and regulations.

c. Leases by Owners. No unit may be leased for less than three calendar months, or more than twice during a twelve-month period. Unit owners must submit the proper application to the Association's management company and pay the required fee of $100 in each instance of leasing, and each instance requires written approval from the Board. Applications received by the Association's management company less than five business days before the start of the rental period will be disapproved unless a majority of all available board members determine otherwise. All leases must be in writing and must specifically be subject to the Declaration of Condominium and its Amendments and the By-Laws. All leases shall provide the Association with the right to terminate the lease upon default by the lessee in observing any of the provisions of the Association's governing documents.

d. Family Use in Owner's Absence. Unit owners may let members of their immediate family (parent, brother, sister, child) use the unit in the owner's absence without submitting the

application to rent or paying the fee. In each such instance, the unit owner must submit a Family Use Occupancy Form to any board member before the start of the family occupancy.

e. Sale of a Unit. No unit may be purchased from an owner until the purchaser submits the proper application, pays the required fee of $100 and receives written approval from the Board.

f. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having appropriate jurisdiction shall be observed.

g. Forwarding Addresses. Residents planning absences of more than a few days are encouraged to leave a forwarding address with a neighbor or member of the Board of Directors.

h. Pass Keys. Owners are required to give a unit key to the Association for use in an emergency. The keys will be kept in a locked compartment and will be available only to members of the Board of Directors and to responsible service personnel.

II. FACILITIES

The facilities of the Association are for the exclusive use of owners, their tenants and guests. Owners are liable and will be billed for any damage or loss caused by their tenants and guests to common property. More specifically, the following rules apply to the use of the swimming pool and lake.

a. Swimming Pool.

1. Unit owners and their guests and/or tenants using the swimming pool do so at their own risk, and are expected to obey the posted pool rules.
2. CHILDREN UNDER 12 YEARS OF AGE MUST BE UNDER THE CONSTANT SUPERVISION OF A RESPONSIBLE ADULT.
3. Children who are not toilet trained are not permitted in the pool unless they are wearing waterproof pants designed for pools.
4. Pets are not permitted in the pool area.
5. Showering and removal of sun lotions are required before entering the pool.
6. Pool furniture is intended for the use of all and should not be reserved or monopolized. Remove all towels and personal belongings when you leave the pool area, even if you plan to return at a later time. Close umbrellas and return chairs to their normal position before leaving the pool.

7. No material of any kind shall be added to the water in the pool and tampering with pool equipment is prohibited. The pool equipment room is off-limits to everyone except authorized personnel.
8. Inflatable rafts and other floats may not be used when they would restrict swimming by others. Such devices shall not be stored in the pool area.
9. Diving, running, ball playing and noisy or hazardous activities are not permitted in the pool or on the pool deck.
10. Food is not allowed in the pool or on the deck except for Association sponsored events. Beverages are permitted, but not in glass or other breakable containers.
11. All persons using the pool area must properly dispose of cans, papers, cigarettes, etc.
12. Proper swimming attire is to be worn in the pool area.

b. Lake

1. The lake is for the exclusive use of residents, guests and tenants of Fairway Six and Woodlake. Residents have the right to ask trespassers to leave; if they refuse to do so after a proper request, call the Manatee County Sheriff.
2. Fishing is permitted within the limits imposed by state law (a license is required unless you are a Florida resident at least 65 years of age and have held a state driver's license at least six months). However, eating the fish caught is at your own risk.
3. Do not feed the fish, alligators, birds or other wildlife in or around the lake.
4. Swimming in the lake is prohibited.
5. Only boats that are not motorized and are less than 14 feet long are permitted on the lake. Boats cannot be stored on the lake, along the shoreline or anywhere else outdoors in Woodlake.

III. NUISANCES

a. Speed. For everyone's safety and peace of mind, NO ONE SHOULD DRIVE MORE THAN 20 MILES AN HOUR ON THE STREETS OF WOODLAKE OR FAIRWAY SIX.

b. Noise. Out of consideration for others, the sound levels of radios, televisions, parties, etc. must be kept at a reasonable level at all times. The hours between 10 p.m. and 8 a.m. are especially critical.

c. Obstructions. Care should be taken to not leave personal belongings or equipment in walkways, passages or common grounds used by other residents.

d. Trash Disposal. Recyclable materials should be placed in the plastic bins supplied by the county, and other trash should be placed in plastic bags or covered garbage cans. The bins, bags and cans should be placed on a corner of the driveway near the curb (never on the grass) on the morning of pickup day. Because of nighttime activity of animals, do not set out the containers the night before pickup. DO NOT place paint, oil or toxic materials in the trash; leakage from the pickup trucks puts much of that onto our streets. You will be notified periodically of special pickups for such materials.

e. Solicitations. There shall be no solicitation by any person anywhere in the development for any cause, charity or any other purpose unless specifically authorized by the Board of Directors.

f. Outdoor Grills and Cooking. Fire safety does not permit the use of outdoor grills in lanais or garages. Coals and hot ashes must be in a non-combustible container and kept a minimum of two feet from any exterior wall or window opening. When cooking takes place in outdoor spaces, care must be taken that resulting smoke, odors and ash do not create a nuisance for adjacent units. Ashes and grease must be disposed of properly and not dumped on condominium property.

IV. PETS

a. One cat or one small dog (not to exceed 30 pounds at maturity) will be allowed in any unit.

b. Dogs must be kept on a leash when outside the unit and owners are responsible for disposing of any dog feces.

c. It is the owner's responsibility to assure that a pet does not create a disturbance for any other residents.

V. EXTERIORS

The exterior of condominium units, plantings and adjoining grounds cannot be modified in any manner unless approved in writing by the Board of Directors. All requests for modifications should comply with the guidelines of the Buildings and Landscape Committees. In essence, they should reflect the basic patterns already existing within Woodlake, should be compatible with the wishes of immediate neighbors, and should require minimal maintenance by our contractors. More specifically, the following apply:

a. Modifications.

1. Unit owners may enclose (glass in) the lanai if the appearance is in general accord with other units nearby. Enclosed lanais must retain the general light (stucco) color on the walls. Maintenance of lanai enclosures, screens and doors is the responsibility of the owner.
2. Unit owners may screen in their front entrances if the appearance is in general accord with other units nearby. Aesthetically suitable floor (but not wall) tile is permitted in enclosed front entrances.
3. Owners wishing to install hurricane shutters or other storm protective devices must comply with the Association's procedures and requirements.
4. Blinds and curtains of all types should be white or off-white on all windows. No clotheslines or similar devices are permitted on lanais.
5. All signs (other than appropriate "security" and "unit for sale") are prohibited on outer walls, doors, windows and the common grounds.
6. All flags, pennants, banners and similar outside decorations are prohibited except for bona fide and properly displayed American flags of reasonable size.
7. Holiday decorations are enjoyed by all but should be removed by January 5.

b. Landscaping.

1. Woodlake has adopted a Master Landscaping Policy covering all outside plantings. Copies are available upon request. All planting must conform unless written approval is given by the Board.
2. Plantings in open areas must be sharply limited to avoid interference with the orderly maintenance of our common grounds. To that end, further plantings of thorny shrubs, vines and the like will be denied or sharply restricted.
3. Fruit trees are not covered in the Association's landscaping contract and none may be planted or replaced without written permission from the Board. Existing fruit trees will be removed if they are not properly cared for by the appropriate unit owners.

c. Garage Sales. Garage sales are permitted without special approval if they meet these requirements and limitations. The Board must be notified at least a week in advance; a limit of one sale per unit per year; a limit of one day, 8 a.m. to 4 p.m.; one sale going on at a time;

goods confined to the unit and the driveway; no goods from outside Woodlake; signs must conform to county code and must be removed promptly.

VI. MAINTENANCE OF ROOFS AND COMMON AREAS

a. No one other than authorized personnel is permitted on the roof for any purpose.

b. Maintenance of roofs and eaves and common areas of buildings and grounds is the responsibility of the Association. Interior maintenance and damage are the responsibility of the owner unless the Association was negligent on repairs.

c. All requests for repair or maintenance of common elements must be made to the Association's management company

VII. PARKING AND VEHICLES

a. Parking.

1. Parking on the street is discouraged except for service vehicles on business calls.
2. Residents' passenger vehicles should be parked in garages and not left standing in driveways as a routine practice.
3. Garage doors should be closed when the garage is not being used.
4. Designated guest parking areas are intended primarily for use by visitors and short-term guests. They may also be used by residents for overnight parking.
5. In no event shall any vehicle be parked where it obstructs, interferes with or endangers the normal flow of traffic.
6. Parking or driving on grassy areas is prohibited.

b. Vehicles. Motorcycles, except for those in possession of Woodlake owners or tenants on or before December 1, 2001, are banned along with **pickup trucks, mobile homes, recreational trailers, boats, trailers and racing or promotional vehicles** cannot be parked or stored in driveways or elsewhere on common property. Commercial or hauling vehicles can be parked only for loading, unloading and service calls.

VIII. BOARD OF DIRECTORS

a. The Board of Directors may grant permission for individual variations provided they comply with the provisions of the Declaration of Condominium and Association By-Laws.

b. The Board of Directors may amend previously adopted rules and regulations, provided the changes are consistent with the Declaration of Condominium and the Association By-Laws.

c. The Board of Directors approves the annual budget for the Association and any special assessments, consistent with the Declaration of Condominium and/or the Association By-Laws and Florida law, after appropriate consultation with the unit owners.
d. Changes in the provision of the Declaration of Condominium and/or the Association By-Laws can only be made by majority vote of the Board and with the approval of 67% of the unit owners.
e. Board meetings are open to all who wish to attend, and anyone in attendance may ask to be recognized for remarks and presentations as permitted by the Board.
f. The Association's official bulletin board is at the pool house entrance. Meeting notices and important announcements are posted there, but the bulletin board is not available for the personal use of unit owners.

IX. VIOLATION OF RULES

It is hoped that most problems arising from violations of condominium rules can be resolved informally and in a spirit of good will between residents. When it is necessary to make a formal complaint, this should be done in writing and addressed to the Board of Directors, which will call the complaint to the attention of the owner accused of the violation. The Board of Directors has the authority to impose fines or any other necessary penalties consistent with the Declaration of Condominium, the Association By-Laws and Florida law.