

Prepared by and Return to:
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CERTIFICATE OF AMENDMENT
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
WOODLAKE VILLAS AT PALM AIRE, A CONDOMINIUM

AMENDED AND RESTATED ARTICLES OF INCORPORATION
AMENDED AND RESTATED BYLAWS
OF
WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC.

We hereby certify that the attached amendments to the Declaration of Condominium, Articles of Incorporation and Bylaws of Woodlake Villas at Palm Aire Condominium Association, Inc. (herein, the "Association"), were approved and duly adopted at an Annual Membership Meeting of the Association held on January 24, 2024, as required by Article 19.2 of the Declaration of Condominium, Article 21.2 of the Bylaws and Section 617.1002, Florida Statutes. The Association further certifies that the attached amendments were proposed and adopted as required by the governing documents and applicable Florida law.

The Declaration of Condominium for Woodlake Villas at Palm Aire, a Condominium, was originally recorded at Official Records Book 1143, Page 438, et seq. of the Public Records of Manatee County, Florida.

DATED this 2nd day of April, 2024.

Signed, sealed and delivered:
in the presence of:

WOODLAKE VILLAS AT PALM AIRE
CONDOMINIUM ASSOCIATION, INC.

sign: Suzanne Gyle Suzanne Gyle
print: 5937 10th Terrace East
address: Parrish, FL 34219
City, State, Zip: _____

By: Marie Diamond
(Marie Diamond, President)

sign: Paula Taylor Paula Taylor
print: 9721 58th St E
address: Parrish, FL 34219
City, State, Zip: _____

Attest: Peter Costello
Peter Costello, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2nd day of April, 2024, by Marie Diamond, as President of Woodlake Villas at Palm Aire Condominium Association, Inc., who is personally known to me or who has produced _____ as identification.



NOTARY PUBLIC
sign: Katherine Parodo
print: Katherine Parodo
My Commission Expires: 1/24/2027

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
FOR
WOODLAKE VILLAS AT PALM AIRE, A CONDOMINIUM
MANATEE COUNTY, FLORIDA

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

WHEREAS, the original Declaration of Condominium of Woodlake Villas at Palm Aire, A Condominium was recorded at Official Records Book 1143, Page 0433 et seq. of the Public Records of Manatee County, Florida; and

WHEREAS, given the substantial number of changes being proposed to the Declaration of Condominium, the Unit Owners and the Association believe that using underlines to indicate the words added and ~~strike-throughs~~ to indicate the words deleted would hinder rather than assist in the understanding of these substantial amendments; and

WHEREAS, the Board of Directors of WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC, a Florida not for profit corporation, proposed and approved this Amended and Restated Declaration of Condominium at a duly-noticed Board of Directors' meeting; and

NOW THEREFORE, the membership of WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC. does hereby amend and restate the Declaration of Condominium of Woodlake Villas at Palm Aire Condominium for the purpose of including all previously recorded amendments and additional changes made herein, and does hereby adopt and approve this document, which shall be a covenant running with the Condominium Property and binding all existing and future Unit Owners and all others having an interest in the Condominium or using the Condominium Property.

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, as amended from time to time (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 7158 Lakeside Drive, Sarasota, Florida 34243.

1.3 The lands 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 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 Unit 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 benefits shall run with each Condominium Parcel as herein defined.

2. DEFINITIONS

The terms used in this Declaration and in the Articles of Incorporation, the Bylaws 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, management, and administration of the 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" or "Board of Directors" means the Board of Directors or other representative body responsible for administration of the Association.

2.5 "Bylaws" means the bylaws 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 the 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. Condominium also means WOODLAKE VILLAS AT PALM AIRE.

2.10 "Condominium Parcel" means a separate parcel of real property, the ownership of which is fee simple, and means a Unit, together with the undivided share in the Common Elements as designated herein as appurtenant to that Unit. By virtue of the Condominium Act, such undivided share of the Common Elements: (i) cannot be separated from the Unit, (ii) must pass with the title to the Unit, (iii) cannot be conveyed or encumbered except together with the Unit, and (iv) must remain undivided with no right on the part of any Unit Owner to an action for partition of the Common Elements. Also appurtenant to a Unit is an exclusive easement for the use of the air space occupied by the Unit, an undivided share of the Common Surplus, and the exclusive right to use Limited Common Elements reserved to that 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 [Intentionally Left Blank].

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 "the Land" means, are those certain lands lying in Manatee County, Florida, as described in Exhibit A, attached hereto and made a part hereof.

2.16 "Lease" means the grant by a Unit Owner of a temporary right of use of the Owner's Unit for valuable consideration.

2.17 "Limited Common Elements" means those Common Elements which are reserved for the use of a certain condominium Unit or Units to the exclusion of other Units, as specified in the Declaration of Condominium.

2.18 "Member" means a Member of the Association by virtue of being a record Owner of legal title to a Unit in the Condominium.

2.19 "Operation" or "operation of the condominium" includes the administration and management of the Condominium Property.

2.20 "Rules and Regulations" or "Rules" mean the rules and regulations promulgated and amended by the Association's Board of Directors from time to time.

2.21 "Special Assessment" means any assessment levied against Unit Owners other than the assessment required by a budget adopted annually.

2.22 "Tenant" means a person that leases a Unit from a Unit Owner.

2.23 "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.

2.24 "Unit Owner" or "Owner of a Unit" means the owner of a Condominium Parcel.

2.25 "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.

2.26 "Voting Certificate" means a document which designates one (1) 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.

2.27 "Voting Interest" means the voting rights distributed to the Association members pursuant to the provisions of the Declaration of Condominium.

3. THE CONDOMINIUM AND THE UNITS

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 numbers, 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 Band 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 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 Exhibit 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 equipment 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 situated in his or her 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 or her 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, atriiums, or garage.

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 of Directors 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. 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 (2/3rds) of the Voting Interests 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.

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, 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 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 the Unit 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 No Unit may be divided or subdivided into a smaller Unit.

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 Unit 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 [Intentionally Left Blank].

10.1.7 [Intentionally Left Blank].

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 Units, the Common Elements, the administration of the Association, and the Condominium Property may be made and amended from time to time by the Board of Directors. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

10.7 [Intentionally Left Blank].

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 purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Unit 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 Unit 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.

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 [Intentionally Left Blank].

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 Bylaws 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 E.

14.2 Bylaws

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

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 Unit 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 Bylaws 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 provisions 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 Unit Owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior Unit 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 Board of Directors as a Common Expense 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. 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. 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 in accordance with Section 718.111(11), Florida Statutes (2022) as the same presently exists or may be amended or renumbered from time to time, 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, or any other excluded items as described in Section 718.111(11)(b), Florida Statutes (2022) as the same presently exists or may be amended or renumbered from time to time. 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 in 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 building 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 coverage as shall be required 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 the Board of Directors of the Association. 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 or her 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 Board of Directors shall be distributed to or for the benefit of the beneficial owners in the following manner:

15.5.1 [Intentionally Left Blank].

15.5.2 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.

15.5.3 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.

15.5.4 [Intentionally Left Blank].

15.5.5 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, as determined by the Board of Directors and/or appropriate governmental agency, the damaged property shall be reconstructed or repaired.

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 tenable, then the damaged property will not be reconstructed or repaired unless within sixty (60) days after the casualty the owners of seventy-five percent (75%) of the Common Elements agree in writing to terminate the Condominium.

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 sufficient amounts to provide funds to pay the estimated costs. Such Assessments against the Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such Assessments on account of damage to Common Elements shall be in proportion to the 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 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 [Intentionally Left Blank].

16.7.2 The proceeds of insurance collected on account of a casualty, and the sums 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.

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 [Intentionally Left Blank].

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. 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 Association through its Board of Directors. 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 or her 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 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 with 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 Association after a casualty, or as elsewhere be used for provided for 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 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 AND LIENS.

17.1 Annual Budget. The Association has the authority to levy and collect Assessments against each Unit and Unit Owner in order to provide the necessary funds for the proper administration and management of the Condominium and the operation of the Association. The Board of Directors of the Association shall approve and may amend from time-to-time annual budgets of projected anticipated income and estimated expenses for each fiscal year. The Annual Assessment shall be paid in monthly or quarterly installments in advance of the first day of each month or each calendar quarter, as determined by resolution of the Board of Directors. Failure of the Board to include an item in the annual budget shall not preclude the Board from levying an additional Assessment in any calendar year for which the budget has been projected.

17.2 Share of Common Expenses. The total regular annual Assessment for each fiscal year assessed against each Unit, and all Members owning an interest in each Unit, shall be as set forth in Article 7 of the Declaration (Dollar amounts actually assessed on the basis of the following percentages may be rounded off to the nearest half dollar or full dollar at the discretion of the Board of Directors.)

17.3 Monthly/Quarterly Assessments. After adoption of an annual budget and determination of the annual assessment per Unit, the Association shall assess the sum by promptly transmitting or mailing notice of it to the Member representing each Unit at the Member's most recent address as shown by the books and records of the Association.

17.4 Special Assessments. In addition, the Association's Board of Directors shall have the power to levy Special Assessments against each Unit, if necessary, to cover expenses and shall have the power

to levy other Special Assessments as provided herein that shall be on a percentage basis as hereinabove provided.

17.5 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association and no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to the Owner's Unit. No Owner may withdraw or receive distribution of the Owner's share of the Common Surplus, except as otherwise provided by law.

17.6 Liability for Assessments and Charges. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and charges coming due while he/she is the Unit Owner. Except as provided below, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and charges against the predecessor for his/her share of the Assessments, including attorney's fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. As provided in the Condominium Act, for purposes of the foregoing, the Association is not included in the definition of a "previous owner" in the event it acquires title to a Unit by foreclosure or deed in lieu of foreclosure.

17.7 Acceleration. In the event Assessments against a Unit are not paid within sixty (60) days after their due date, the Association may, after written notice to the Unit Owner, elect to declare all past due installments of an Assessment and all Assessment installments to become due during the remainder of such fiscal year then due and payable in full, as if such aggregate sum had originally been stipulated to so become due and payable in full, and the Association shall have the right to foreclose its lien for such Assessments.

17.8 No Waiver of Use and Enjoyment; Abandonment of Unit. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or charges are made.

17.9 Interests and Late Fees; Application of Payments. Assessments that are unpaid for over ten (10) days after due date shall bear interest at the highest rate authorized by law per year from the due date until paid. In addition to such interest, the Association may charge an administrative late fee in the amount of \$25.00, or five percent (5%) of each installment of the Assessment, whichever is greater, for each delinquent installment. Any payment upon a delinquent Assessment received by the Association shall be applied first to any interest accrued by the Association, then to the administrative late fee, then to any costs and reasonable attorney's fees incurred incident to collection, and then to the delinquent Assessment, all of which shall be secured by the Association's lien rights. No payment by check is deemed received until the check has cleared the Unit Owner's bank. For Owners who are more than ninety (90) days past due with payment of Assessments, the Association is authorized to: suspend the right of the Owner to use the Common Elements and/or suspend the voting rights of the Owner, in accordance with Section 718.303, Florida Statutes, until the Owner has paid all monetary obligations due the Association Liens.

17.10 Lien. The Association shall have a lien on each Condominium Parcel for any unpaid Assessments including accrued interest, late charges, costs and for reasonable attorney's fees incurred incident to the collection of the Assessment or enforcement of the lien. No lien may be recorded until the Association has provided notice of intent to place a lien, as required by the Condominium Act, as amended from time to time. The

lien is in effect until all sums secured by it have been fully paid or until barred by law. A lien shall be signed and acknowledged by an officer or agent of the Association.

17.11 Priority of Lien. The Association's lien for unpaid Assessments shall be subordinate and inferior to any recorded first mortgage unless the Association's lien was recorded prior to the first mortgage. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or other lien was recorded, except as otherwise provided by law. Any rental shall be inferior and subordinate to the Association's lien, regardless of when the lien was recorded. Upon recording, the Association's lien shall relate back to the date of the filing of the Original Declaration in the Public Records.

17.12 Claim of Lien. The lien shall state the legal description of the Condominium Parcel, the name of the record Unit Owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by it are fully paid, or as otherwise provided by law. All claims of lien shall be signed and acknowledged by an officer or agent of the Association. When any lien has been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of lien in such form that it may be recorded in the public records of Sarasota County, Florida.

17.13 Foreclosure of Lien. The Association may bring an action in its name to foreclose a lien for Assessments in the manner provided in Section 718.116, Florida Statutes and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any lien rights.

17.14 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least forty-five (45) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this sub-section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act, as amended from time to time. The Association shall be entitled to bid at any sale held pursuant to an action to foreclose an Assessment lien and to apply as credit against the bid, all sums due the Association that are covered by the lien.

17.15 Money Judgment. In addition to its other remedies provided herein and by the Condominium Act, the Association may also sue a Unit Owner to recover a money judgment for unpaid Assessments without waiving the lien securing the same. Interest shall accrue on all final judgments obtained by the Association at the highest lawful rate per annum.

17.16 Certificate of Unpaid Assessments. Any Unit Owner, purchaser or mortgagee has the right to request the Association provide a written certificate showing the amount of unpaid Assessments against him/her with respect to his/her Unit. The Association may charge a reasonable fee for the preparation of such certificate. The authority and amount of the fee must be established in a written resolution adopted by the Board or in a written management agreement.

18. REMEDIES FOR VIOLATIONS

18.1 Duty to Comply. Each Unit Owner, Tenant, occupant, resident, contractor, and invitee shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time (collectively, "Condominium Documents").

18.2 Enforcement Lawsuit. In the event of a violation or breach of any of the Condominium Documents or Rules and Regulations, the Association and any Unit Owner shall have the right, but not the duty or legal obligation, to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The prevailing party in such an administrative proceeding, mediation, arbitration, or lawsuit shall recover its reasonable pretrial, trial, bankruptcy, and appellate attorney's fees and costs from the losing party. The failure to enforce promptly any of the provisions of this Declaration shall not bar their subsequent enforcement.

18.3 Self-Help. In addition to the foregoing rights and after providing written notice to the Unit Owner and a reasonable opportunity to comply, the Association may, but shall be under no legal obligation or duty, enter upon the Unit or Limited Common Element when any violation of the Condominium Documents or Rules and Regulations has occurred and summarily abate it at the expense of the Owner of the Unit, provided the Association shall then make the necessary repairs where the violation occurred so that the property shall be in the same condition as it was before the violation occurred, and any such entry and abatement shall not be a trespass.

18.4 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the Owner's act, neglect, or carelessness, or by that of any member of the Owner's family, lessees, Tenants, contractors, or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire and casualty insurance rate occasioned by the use, misuse, occupancy, or abandonment of a Unit or of the Common Elements or of the Limited Common Elements.

18.5 Attorney Fees. If it is deemed to be the prevailing party, the Association shall recover from the Unit Owner(s) and the Owner's Tenants (if applicable) its reasonable attorney's fees and costs incurred in arbitration, mediation, trial, appellate or other proceeding, and any attorney's fees and costs incurred by the Association incident to its attempts to enforce the terms of a Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the Bylaws and/or the Association Rules and Regulations. In addition to all other remedies provided herein or by law, the Association shall have the right to file and foreclose a common law lien against the Unit to collect unpaid attorney's fees and costs. All judgements obtained by the Association against a Unit Owner shall bear interest at the rate of eighteen percent (18%) per year.

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 Association or by thirty percent (30%) of the Voting Interests 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." Except as elsewhere provided, such approvals must be by not less than sixty-seven percent (67%) of the total Voting Interests 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 total Voting Interests 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 [Intentionally Left Blank].

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.

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. [Intentionally Left Blank].

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 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 or her 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 American 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 Bylaws 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 from time to time.

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 percent (51%) 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 percent (67%) instead of fifty-one percent (51%).

25. SALE, TRANSFER, RENTAL, OR GUEST OCCUPANCY OF UNIT

25.1 Approval of Sale or Transfer of a Unit.

25.1.1 The approval of the Association that is required for the sale, transfer of ownership, or occupancy of a Unit shall be obtained in the following manner:

25.1.1.1 Sale or Other Transfer. No Unit Owner may dispose of the Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors. No Unit Owner may dispose of a Unit or any interest therein by other means (including agreement for deed, installment sales contract, rental-option, or other similar transactions) without prior written approval by the Board of Directors.

25.1.1.2 Gift. If any Unit Owner shall acquire his or her title by gift, the continuance of his or her ownership of his Unit shall be subject to the approval of the Board of Directors. Any gift recipient including a spouse or child that has engaged in any of the activity enumerated in Article 25.1.4 of this Declaration can be denied approval.

25.1.1.3 Devise or Inheritance. If any Unit Owner acquires his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. His right to occupy or use the Unit shall also be subject to the approval of the Board of Directors. Any Unit Owner including a spouse or child that acquires his/her title by devise or inheritance that has engaged in any of the activity enumerated in Article 25.1.4 of this Declaration can be denied approval.

25.1.1.4 Transfers to Trusts. Any person who is the recipient of use or occupancy rights arising from a trust agreement, or a transfer to a trust that has engaged in any of the activity enumerated in Article 25.1.4 of this Declaration can be denied approval.

25.1.1.5 Other Transfers. If any Unit Owner shall acquire his or her title by any manner not considered in the foregoing subsections, the continuance of his or her ownership or use of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors. Any Unit Owner that has acquired his or her title by any manner not considered in the foregoing subsections that has engaged in any of the activity enumerated in Article 25.1.4 of this Declaration can be denied approval.

25.1.2 Approval by Association.

25.1.2.1 Notice to Board of Directors.

25.1.2.2 Sale. A Unit Owner intending to make a bona fide sale of his or her Unit or any interest in said Unit shall give the Board of Directors written notice of such intention, on a form approved by the Board of Directors, along with a copy of a criminal background investigation report completed on any proposed purchaser, and any proposed Unit occupant that is 18 years of age or older.

25.1.2.3 Gift, Devise, or Inheritance; Other Transfers. A Unit Owner who has or it is contemplated will obtain his or her title by gift, devise, inheritance, or by any other manner not previously considered, shall give the Board of Directors written notice of the gift, devise, or inheritance or other transfer, on a form approved by the Board of Directors, along with a copy of a criminal background investigation report completed on the new Unit Owner, proposed Unit Owner, and any proposed Unit occupant that is 18 years of age or older.

25.1.2.4 Failure to Give Notice. If the above required notice to the Board of Directors is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

25.1.3 Certificate of Approval.

25.1.3.1 Sale. If the proposed transaction is a sale, then within ten (10) days after receipt of the notice form, fee, and completed criminal background check(s), the Board must either approve or disapprove the proposed transaction.

25.1.3.2 Gift, Devise, or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner, then within ten (10) days after receipt of the notice form, fee, and completed criminal background check(s), must either approve or disapprove the continuance of the Unit Owner's ownership of his/her Unit.

25.1.3.3 Approval of Occupant. If a Unit Owner or purchaser is a corporation, partnership, trust, limited liability company, or some other entity, the approval of ownership by the corporation, partnership, trust, or other entity shall be conditioned upon approval of a Primary Occupant, and a criminal background check of the Primary Occupant. A Primary Occupant and any other proposed occupant that has engaged in any of the activity enumerated in Article 14.1.4 of this Declaration can be denied approval.

25.1.4 Disapproval by Board of Directors. The Board of Directors can only disapprove a sale, transfer of ownership of a Unit, or occupancy of a Unit, for the following reasons which shall constitute "good cause" for disapproval:

The prospective owner (which shall include all proposed occupants) has been designated by a court as a sexual predator or sexual offender, been convicted of the manufacture or distribution of a controlled substance as defined under the Federal Controlled Substances Act, or been convicted of a felony crime involving violence to persons. For purposes of applying the foregoing factors, arrests shall not be considered, nor misdemeanor offenses, and the nature, severity and recency of the crime shall be considered, as well as to what the convicted person has done since a conviction. The Association may disregard a conviction if the facts warrant it.

If the Association disapproves a prospective sale, or transfer, or occupancy for "good cause" as set forth above, the Association shall have no duty to purchase the Unit or furnish an alternative purchaser, and the transaction shall not be made.

25.1.5 Transfer Fee. The Association may charge a processing fee for the approval of transfers of title or rentals (to cover the costs of processing the application, the costs of criminal background check, credit check, etc.). The fee may not exceed the maximum permitted by Florida law per transaction. The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all Assessments and other monies owned to the Association by the Unit Owner with respect to the Condominium Parcel. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

25.1.6 Unauthorized Transactions. Any sale, transfer, rental, or occupancy not authorized pursuant to the terms of this Declaration shall be void and the Association may institute suit to set aside such transaction. In either event the previous and current Unit Owner(s) violating this Article shall be liable for all court costs and reasonable attorney's fees incurred by the Association, both at trial and appellate levels.

25.2 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 may be leased until the Unit Owner of record of such Unit has been in title for a continuous period of not less than twenty-four (24) months. The date of acquisition of title to the Unit shall be established by the date of recordation of a deed or other

instrument of conveyance in the Public Records of Manatee County, Florida. No Unit Owner may lease his/her Unit more than two (2) times in any twelve (12) 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.

25.2.1 Board Right of Approval. The Board of Directors shall have the authority to approve all rentals and renewals or extensions thereof, which authority may be delegated to a committee or agent.

25.2.2 Tenant Conduct, Remedies. If a Tenant fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring his/her Tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the tenant's noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the Tenant in the name of the Association, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit Owner which shall be secured by a continuing lien in the same manner as Assessment charges.

25.2.3 Liability. The liability of the Unit Owner under the Condominium Documents shall continue notwithstanding the fact that he or she may have rented his/her interest in the Unit as provided herein.

25.3 Guest Occupancy. A "Guest" is defined as a person who enters upon the Condominium Property at the invitation of a Unit Owner or Tenant (or their respective families) for the purpose of visiting the Unit Owner or tenant (or their respective families). Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. There are various types of Guest uses, which are regulated as follows:

25.3.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence. There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other Condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the Condominium facilities only when accompanied by the Unit Owner or tenant (or an adult resident member of the Unit Owner's or Tenant's Family), unless otherwise approved by the Board of Directors. The Board may establish additional restrictions on non-overnight guest usage of Condominium facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.

25.3.2 Overnight Guests When Unit Owner or Tenant is in Residence. Unit Owners and Tenants (and their respective families) may have related or unrelated overnight guests, so long as the Unit Owner or Tenant is in simultaneous residence. There is no requirement for registration of overnight guests with the Board. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses.

25.3.3 Overnight Guests in the Absence of the Unit Owner or Tenant. Tenants are not permitted to have overnight guests (related or non-related) in the absence of the Tenants' simultaneous residence. Unit Owners are permitted to have overnight guests in the absence of the Unit Owner.

26. MISCELLANEOUS.

26.1 Miscellaneous. The following miscellaneous provisions shall apply to the Condominium Documents.

26.2 Definitions and Interpretation. Terms used in the Condominium Documents shall have the same meaning as defined in Article 2 of the Declaration or the Condominium Act. The Board of Directors is responsible for interpreting the provisions of the Condominium Documents. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

26.3 Conflicts. In the event of a conflict between the language in the Declaration and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the documents shall control in the following order: (1) Declaration, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations.

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

26.5 Severability. Invalidation of any of these restrictions, reservations, covenants, conditions and easements, or any provision contained in the Condominium Documents or in a conveyance of a Unit, by judgment, court order or law shall not affect any of the other provisions.

26.6 Headings. The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions therein.

26.7 Binding Effect. The covenants, restrictions, reservations, conditions, and easements contained in the Declaration shall be binding upon and inure to the benefit of all Unit Owners and their heirs, personal representatives, successors, and assigns.

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

O.R. 1143 PG 0470

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.

O.R. 1143 PG 0471

EXHIBITS B AND C

PLOT PLAN AND SURVEY

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

O.R. 1149 PB 0472

WOODLAKE VILLAS AT PALM AIRE
 PHASE 2 & AMU
 A CONDOMINIUM DEVELOPMENT
 LOCATED IN SECTION 27, TOWNSHIP 29 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK 19, PAGE 185
 SHEET 2 OF 28

WALL BOUNDARIES
 Each unit shall include that part of the walls, 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 perpendicular boundaries:
Upper Boundary shall be the horizontal, or oblique plane of the undecorated, finished top,
 of the undecorated, finished top,
Perpendicular Boundaries
 The perpendicular boundaries of the unit shall be the vertical plane of the undecorated and/or unfinished inner surface of 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 elements which are located within the finished inner surfaces of the perimeter walls and those surfaces above the undecorated finished floor of each unit, and which are common to the undecorated and/or unfinished inner surface within the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and shall include all pipes, ducts, wires, conduits and partitions of all services to other units within the common elements. In those cases where attic storage space is provided, a unit owner may use the crawl space for storage at the unit owner's expense. If storage space is provided, the unit owner shall be responsible for the maintenance of the storage space and 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. All equipment and materials and hardware shall be as follows: All equipment and materials shall be the same as that shown on the architectural drawings. The finish shall be the same as that shown on the architectural drawings. The screened porch shall be finished floor to ceiling. The unit owner shall be responsible for the maintenance and repair of the screened porch. The unit owner shall be responsible for the removal of any debris or materials from the screened porch. The unit owner shall be responsible for the removal of any debris or materials from the screened porch.

Attic
 A unit shall include, as indicated on Exhibits B and C, an attic. All equipment and materials and hardware shall be as follows: All equipment and materials shall be the same as that shown on the architectural drawings. The finish shall be the same as that shown on the architectural drawings. The attic shall be finished floor to ceiling. The unit owner shall be responsible for the maintenance and repair of the attic. The unit owner shall be responsible for the removal of any debris or materials from the attic. The unit owner shall be responsible for the removal of any debris or materials from the attic.

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 perpendicular boundaries shall be the same as those shown on the architectural drawings. Each garage is a part of the unit which it abuts and is for the exclusive use of the owner of the abutting unit, provided, however, no unit owner shall park or otherwise use the garage for the storage of any vehicle or equipment or for any purpose other than that shown on the architectural drawings. Each garage shall be finished floor to ceiling. The unit owner shall be responsible for the maintenance and repair of the garage. The unit owner shall be responsible for the removal of any debris or materials from the garage. The unit owner shall be responsible for the removal of any debris or materials from the garage.

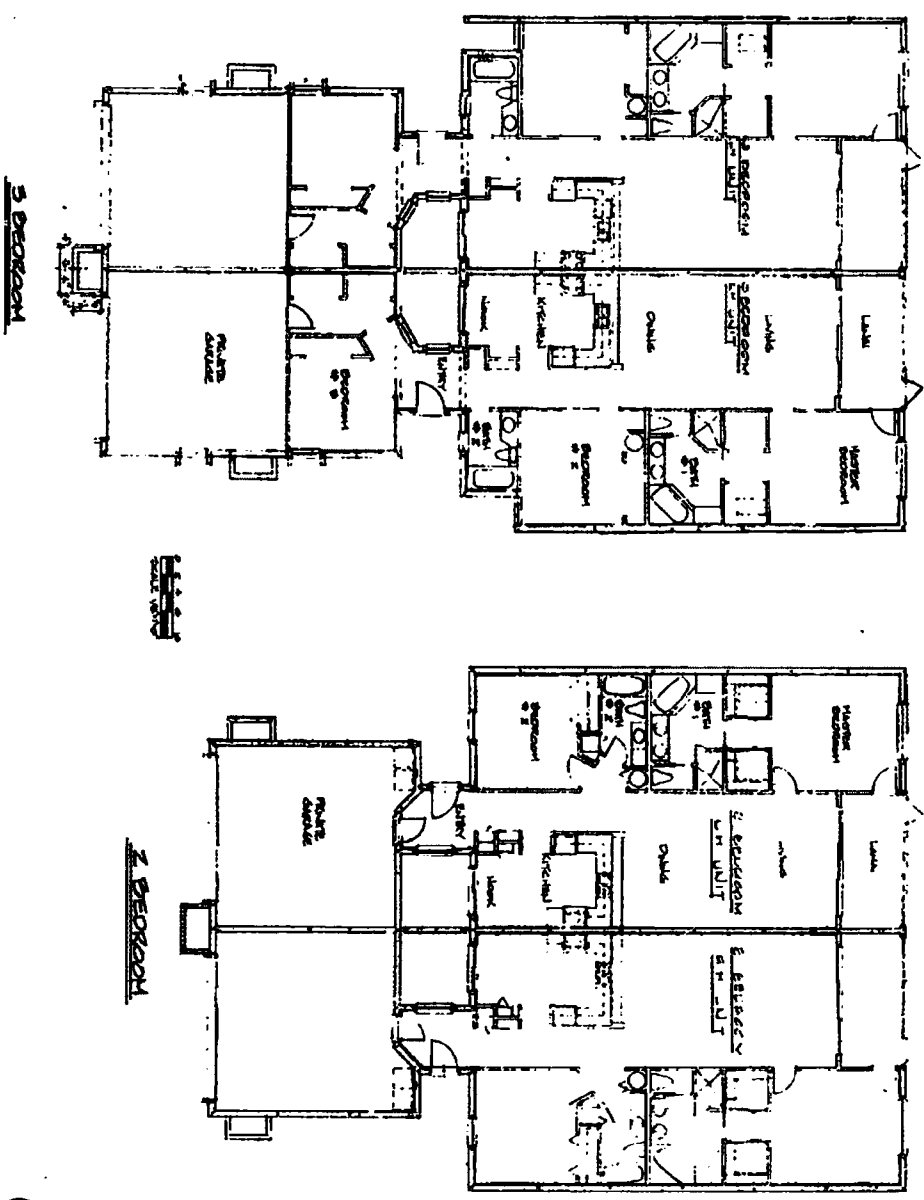
Essentials
 1. ESSENTIALS AS CALLED FOR IN THE DECLARATION OF CONDOMINIUM;
 2. COMMONLY RECORDED DEEDS OR RECORDS;
 3. DEEDS OR RECORDS SET FORTH IN THE DECLARATION ARE HEREBY INCORPORATED.

O.R. 1143 PG 0474

MANATEE ENGINEERING & SURVEYING, INC.
 1400 1st Avenue S.W., Palmetto, FL 34558
 (813) 988-4444
 [Signature]

WOODLAKE VILLAS AT PALM AIRE
EXHIBITS 'B' AND 'C'
A CONDOMINIUM
LOCATED IN SECTION 27, TOWNSHIP 26 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK 19 JUNE 1984
PAGE 23 OF 26



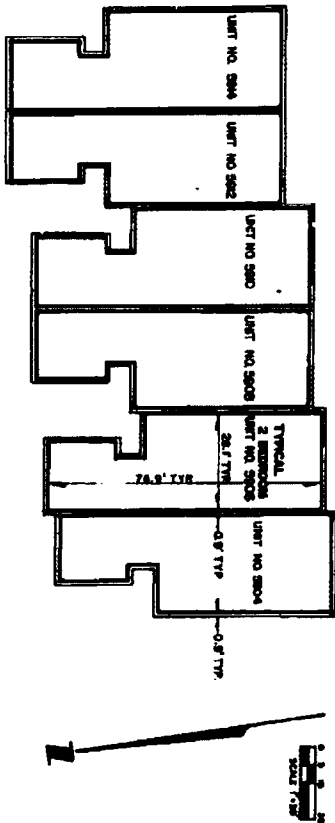
UNIT FLOOR PLANS
SCALE: 1/8" = 1'-0"

MANATEE ENGINEERING & SURVEYING, INC.
1000 1st St. N. Manatee, FL 34454
PH: 888-282-2828

O.R. 1143 PG 0475

WOODLAKE VILLAS AT PALM AIRE
 LOCATED IN SECTION 27, TOWNSHIP 28 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

COMMERCIAL BOX 171 PALM AIRE, FL
 SHEET 28 OF 34



BUILDING NO. 5 FLOOR PLAN

DESCRIPTION: WOODLAKE VILLAS AT PALM AIRE, PLANT 1
 COMMENCE AT THE WESTMOST CORNER OF THE S.W. 1/4, OF THE N.E. 1/4, OF SECTION 27, TOWNSHIP 28 SOUTH, RANGE 18 EAST, THENCE S 89° 20' 15\"/>

REVISIONS CHART
 UNFINISHED SURFACES

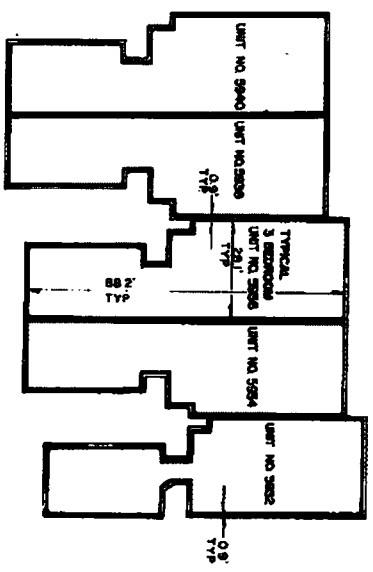
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91	08/17/03	AS SHOWN
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96	08/17/03	AS SHOWN
97	08/17/03	AS SHOWN
98	08/17/03	AS SHOWN
99	08/17/03	AS SHOWN
100	08/17/03	AS SHOWN

MANUFACTURED HOMEWORKS & SUPPLY, INC.
 10000 W. US HWY 90, SUITE 100
 TAMPA, FLORIDA 33613
 (813) 834-1111

WOODLAKE VILLAS AT PALM AIRE

LOCATED IN SECTION 27, TOWNSHIP 28 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

CONDOMINIUM BOOK 19, PAGE 194
 SHEET 11 OF 12



BUILDING NO. 8 FLOOR PLAN

DESCRIPTION: HOUSING UNITS AT PALM AIRE, GRADE UNIT.

COMMENCE AT THE NORTHEAST CORNER OF THE S.W. 1/4 OF THE S.W. 1/4 OF SECTION 27, TOWNSHIP 28 SOUTH, RANGE 18 EAST; THENCE S 08° 18' 35\"/>



ELEVATIONS CHART
 UNIMPROVED SURFACES

UNIT NO. (SEE TYPICAL UNIT)	LOCATION	ELEVATION
5940	FIRST FLOOR	20.2
5942	FIRST FLOOR	19.9
5944	FIRST FLOOR	19.8
5946	FIRST FLOOR	20.2 TO 20.4
5942	SECOND FLOOR	20.2
5944	SECOND FLOOR	20.3 TO 20.4
5946	SECOND FLOOR	20.3 TO 20.4
5940	THIRD FLOOR	20.3 TO 20.4
5942	THIRD FLOOR	20.3 TO 20.4
5944	THIRD FLOOR	20.3 TO 20.4
5946	THIRD FLOOR	20.3 TO 20.4
5940	FOURTH FLOOR	20.3 TO 20.4
5942	FOURTH FLOOR	20.3 TO 20.4
5944	FOURTH FLOOR	20.3 TO 20.4
5946	FOURTH FLOOR	20.3 TO 20.4
5940	FIFTH FLOOR	20.3 TO 20.4
5942	FIFTH FLOOR	20.3 TO 20.4
5944	FIFTH FLOOR	20.3 TO 20.4
5946	FIFTH FLOOR	20.3 TO 20.4
5940	SIXTH FLOOR	20.3 TO 20.4
5942	SIXTH FLOOR	20.3 TO 20.4
5944	SIXTH FLOOR	20.3 TO 20.4
5946	SIXTH FLOOR	20.3 TO 20.4

ALL ELEVATIONS IN FEET ONLY

MANABOTTA ENGINEERING & SURVEYING, INC.
 10001 W. MANATEE AVENUE
 TAMPA, FLORIDA 33613

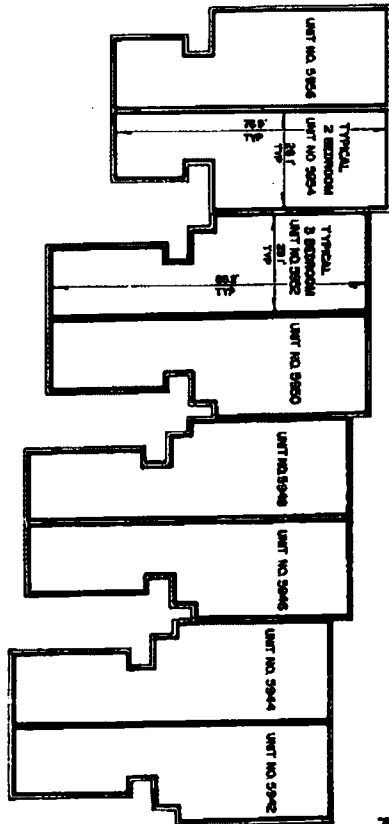
O.R. 1149 PG 0483

WOODLAKE VILLAS AT PALM AIRE

LOCATED IN SECTION 27, TOWNSHIP 28 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA

Continuation Book 13, Page 135

Sheet 16 of 14



BUILDING NO. 9 FLOOR PLAN



UNIT NO. AND TYPE	FLOOR	AREA (SQ. FT.)	PERCENT COVERED
UNIT NO. 2904	1st	1,154	2.6%
UNIT NO. 2905	1st	1,154	2.6%
UNIT NO. 2906	1st	1,154	2.6%
UNIT NO. 2907	1st	1,154	2.6%
UNIT NO. 2908	1st	1,154	2.6%
UNIT NO. 2909	1st	1,154	2.6%
UNIT NO. 2910	1st	1,154	2.6%
TOTAL		8,078	18.6%

ABSTRACT: DEEDS RECORDED AT PALM AIRE, PAGE 13

COMMENCE AT THE NORTHEAST CORNER OF THE S.W. 1/4, OF THE N.E. 1/4 OF SECTION 27, TOWNSHIP 28 SOUTH, RANGE 18 EAST, TRACTS 8 OF 10 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

41579 HO'S ONLY

MANABANTA 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

<u>Bldg.</u>	<u>Unit #</u>	<u>Share of Ownership of Common Elements and Share of Common Expenses and Share of Common Surplus</u>
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:

$$\frac{1}{A} = SU$$

SU = 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

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

O.R. 1143 PG 0487

ASSUMING PHASE III IS ADDED TO THE CONDOMINIUM

<u>UNITS</u>	<u>8 ADDITIONAL 2 BEDROOM UNITS AND NO ADDITIONAL 3 BEDROOM UNITS</u>
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

<u>UNITS</u>	<u>NO ADDITIONAL 2 BEDROOM UNITS AND 5 ADDITIONAL 3 BEDROOM UNITS</u>
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

<u>UNITS</u>	<u>6 ADDITIONAL 2 BEDROOM UNITS AND NO ADDITIONAL 3 BEDROOM UNITS</u>
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

<u>UNITS</u>	<u>2 ADDITIONAL 2 BEDROOM UNITS AND 6 ADDITIONAL 3 BEDROOM UNITS</u>
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

O.R. 1143 PG 0488

ASSUMING PHASE VII IS ADDED TO THE CONDOMINIUM

<u>UNITS</u>	<u>NO ADDITIONAL 2 BEDROOM UNITS AND 8 ADDITIONAL 3 BEDROOM UNITS</u>
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

<u>UNITS</u>	<u>NO ADDITIONAL 2 BEDROOM UNITS AND 5 ADDITIONAL 3 BEDROOM UNITS</u>
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

<u>UNITS</u>	<u>2 ADDITIONAL 2 BEDROOM UNITS AND 6 ADDITIONAL 3 BEDROOM UNITS</u>
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

<u>UNITS</u>	<u>6 ADDITIONAL 2 BEDROOM UNITS AND NO ADDITIONAL 3 BEDROOM UNITS</u>
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

O.R. 1143 PG 0489

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

O.R. 1143 PG 0490



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

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

The Members of WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, hereby adopt these Amended and Restated Articles of Incorporation. The original Articles of Incorporation were filed with the Florida Secretary of State, Division of Corporations on February 7, 1986 as Document Number N13341. The original Declaration of Condominium of WOODLAKE VILLAS AT PALM AIRE, A CONDOMINIUM ("Declaration") was recorded at Official Records Book 1143, Page 0433 et seq. of the Public Records of Manatee County, Florida.

ARTICLE 1.
NAME OF CORPORATION AND PRINCIPAL OFFICE

The name of this not for profit corporation shall be WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC. ("Association"). The street address of the principal office of the Association is 7158 Lakeside Drive, Sarasota, FL 34243. The Association's Board of Directors may change the address and location of the principal office of the Association from time to time.

ARTICLE 2.
TERM OF EXISTENCE

The Association shall exist perpetually unless dissolved according to law.

ARTICLE 3.
PURPOSES

3.1 Purposes. The purposes for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended from time to time ("Condominium Act") for the administration and operation of WOODLAKE VILLAS AT PALM AIRE, A CONDOMINIUM ("Condominium"), located in Manatee County, Florida and to perform all acts provided in the Condominium Documents and Florida law.

3.2 Distribution of Income. The Association is organized as a Florida not for profit corporation. As such, it shall issue no stock and make no distribution of income to its Members, directors or officers. The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the Condominium, and to perform all acts provided in the Declaration and the Condominium Act.

ARTICLE 4.
POWERS

4.1 Common Law and Statutory Powers. The Association's Board of Directors ("Board" or "Board of Directors") shall have all of the common law and statutory powers of a corporation not for profit, not in conflict with the terms of these Articles of Incorporation, the Association Bylaws, the Declaration or the Condominium Act.

4.2 Specific Powers. The Board of Directors shall have all of the powers and duties set forth in the Condominium Act and Chapter 617, Florida Statutes ("Florida Not for Profit Corporation Act"). The Board of Directors shall also have all the powers and duties set forth in the Declaration and the Association Bylaws, as they may be amended from time to time, and all of the powers and duties reasonably necessary to operate the Condominium and the Association pursuant to the Declaration and the Condominium Act, including but not limited to, the following:

A. To make, amend and collect annual Assessments and Special Assessments against Members as Unit Owners to defray the Common Expenses and losses of the Association.

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

C. To maintain, repair, alter, improve, replace, administer and operate the Condominium Property, which shall include the irrevocable right of access to each Unit during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any Common Elements or any portion of the Units to be maintained by the Association pursuant to the Declaration or as necessary to inspect and/or prevent damage to the Common Elements or a Unit or Units.

D. To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its directors, officers and its Members as Unit Owners.

E. To reconstruct improvements after casualty and to further improve the Condominium Property.

F. To make and amend reasonable Rules and Regulations regarding the Common Elements, Limited Common Elements, the Condominium Units and the operation and administration of the Association.

G. To approve or disapprove the ownership, transfer and lease of a Unit, as more fully provided in the Condominium Documents.

H. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles of Incorporation, the Bylaws and the Rules and Regulations.

I. To contract for the management, operation, administration and maintenance of the Condominium Property and to delegate to such contractor any powers and duties of the Association, except such as are specifically required by the Declaration, these Articles of Incorporation, the Bylaws or by the Condominium Act to have the approval of the Board of Directors or the membership.

J. To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association and the Condominium Property.

K. To enter into agreements acquiring leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium Property, intended to provide for the enjoyment, recreation or other use benefits of the unit owners.

L. To purchase, acquire or take title to Units within the Condominium for any purpose and to hold lease, sell, mortgage, use or convey such Units on terms and conditions approved by the Board of Directors.

M. To grant, modify, move, relocate and/or terminate easements over, under or through the Common Elements or Association Property.

N. To sue and be sued, and the authority to negotiate and settle such lawsuits.

O. To borrow money and secure the same by assigning Assessments, lien rights, Assessment collection authority, and by execution of mortgages encumbering the Association real property (but not the Common Elements) and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Association.

P. To create, modify, and disband committee(s).

Q. To further alter and improve the Condominium Property, both real and personal, and to purchase realty and items of furniture, personal property, furnishings, and equipment, subject to the other provisions of the Condominium Documents.

R. To exercise such other powers and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth in the Condominium Documents and as permitted by the laws of Florida.

S. To operate a rental program and administer rental of units for the convenience of Unit Owners.

T. To use the proceeds of Assessments to encourage and facilitate social interaction among the Owners, renters and occupants of the Units.

4.3 Emergency Powers. In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers and any other powers authorized by the provisions of Section 718.1265, Florida Statutes, and Sections 617.0207 and 617.0303, Florida Statutes, all as amended from time to time. For purposes of this Section 4.3 only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Condominium. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

A. Conduct meetings of the Board of Directors and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including, but not limited to, publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting in the Condominium or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board of Directors' decisions may be communicated as provided herein. The Directors in attendance at such a meeting of the Board of Directors, if more than one (1) Director, shall constitute a quorum.

B. Cancel and reschedule any membership meeting, committee meeting or meeting of the Board of Directors.

C. Name as interim assistant officers' persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any officer of the Association.

D. Relocate the Association's principal address or designate alternative principal addresses.

E. Enter into agreements with governmental agencies, local counties and municipalities to assist counties and municipalities with debris removal and other emergency assistance.

F. Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, electricity; water, sewer, or security systems; or heating, ventilating and air conditioners.

G. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the Condominium unavailable for entry or occupancy by Unit Owners, tenants, guests, occupants, or invitees to protect the health, safety, or welfare of such persons.

H. Require the evacuation of the Condominium in the event of a mandatory evacuation order in the locale in which the Condominium is located. Should any Unit Owner, tenant, guest, occupant, or invitee fail or refuse to evacuate the Condominium where the Board of Directors has required evacuation, the Association shall be immune from any and all liability or injury to persons or property arising from such failure or refusal.

I. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine whether the Condominium Property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration

J. Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of mold, mildew or fungus by removing and disposing of wet drywall, insulation, carpet, carpet pad, wood flooring, tile, baseboards, air ducts, insulation, cabinetry, any and all personal property or belongings of a Unit Owner or occupant, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Common Elements, Association Property or the Units, even if the Unit Owner is obligated by the Declaration or Florida law to insure or replace those fixtures and to remove personal property from a Unit.

K. Contract, on behalf of any Unit Owner, for items or services for which Unit Owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Common Elements, Condominium Property or Association Property. In such event, the Unit Owner on whose behalf the Board of Directors has contracted shall be responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use any Assessment and claim of lien authority provided by Section 718.116, Florida Statutes, or the Declaration, to enforce collection of such charges.

L. Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration, the Articles of Incorporation, or the Bylaws, the Board of Directors may levy one or more Special Assessments without a vote of the Unit Owners.

M. Without Unit Owner approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in the Articles of Incorporation, the Declaration, or the Bylaws.

N. Corporate action taken in good faith to meet the emergency needs of the Association or its Members shall bind the Association; have the rebuttable presumption of being reasonable and necessary; and may not be used to impose liability on a Director, Officer, or employee of the Association. An officer, director, or employee of the Association acting in good faith and in accordance with this Article 4, Section 4.3 herein shall only be liable for willful misconduct.

The special powers authorized in Article 4, Section 4.3 herein shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Condominium Property, the Association and Association Property, the Unit Owners, tenants, guests, occupants and invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Common Elements and Association Property.

4.4 **Assets Held in Trust.** All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the Members in accordance with the provisions of the Condominium Act, the Declaration, these Articles of Incorporation and the Bylaws.

4.5 **Limitation on Exercise of Powers.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Condominium Act, the Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE 5. MEMBERS

5.1 **Membership in Association.** All persons owning a vested present interest in the fee title to any of the Condominium Units in WOODLAKE VILLAS AT PALM AIRE, A CONDOMINIUM as evidenced by a duly recorded proper instrument in the Public Records of Manatee County, Florida, shall be Members of the Association. Membership shall terminate automatically and immediately as a Member's vested interest in the fee title to a Unit terminates, except that upon termination of the entire condominium project, the membership shall consist of those who were Members at the time of each termination, as more fully provided in the Declaration. In the event a Unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity shall exercise its membership rights.

5.2 **Change of Membership.** After the Association approves of a conveyance of a Condominium Unit as provided in the Declaration, the change of membership in the Association shall be evidenced in the Association's records by delivery to the Secretary of a copy of the recorded deed or other instrument of conveyance.

5.3 **Voting Rights.** Subject to a voting right being suspended pursuant to Section 718.303, Florida Statutes, the Owner of each Unit is entitled to one (1) vote as a Member of the Association. The manner of exercising voting rights shall be determined by the Declaration, these Articles of Incorporation and the Bylaws.

There shall be no vote for a Unit owned by the Association or held in a court appointed receivership. Owners of more than one Unit shall be entitled to cast one vote for each Unit owned. A vote is not divisible.

**ARTICLE 6.
REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be at Law Offices of Wells | Olah | Cochran, P.A. 3277 Fruitville Road, Building B, Florida 34236 and the registered agent at such address shall be Kevin T. Wells, Esq. of the Law Offices of Wells | Olah | Cochran, P.A. The Board of Directors may change the Association's registered office or agent from time to time in the manner provided by law.

**ARTICLE 7.
BOARD OF DIRECTORS**

7.1 Board of Directors. The affairs of the Association shall be managed by the Board of Directors, composed as provided in the Bylaws, but in no event consisting of less than three (3) directors. A director must fulfill all requirements of eligibility provided in Florida law, the Association Bylaws and in the Declaration.

7.2 Election of Directors. Directors of the Association shall be elected at the annual meeting of Members in the manner determined by the Association Bylaws and the Condominium Act. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Association Bylaws and the Condominium Act.

**ARTICLE 8.
ORIGINAL INCORPORATORS**

The names and street addresses of the original incorporators to these Articles of Incorporation are as follows:

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

**ARTICLE 9.
OFFICERS**

The affairs of the Association shall be administered, as directed by the Board, by the officers and assistant officers designated in the Association Bylaws. The Board of Directors shall elect officers at its organizational Board meeting following the annual meeting of the Members of the Association. Officers serve at the pleasure of the Board of Directors.

**ARTICLE 10.
INDEMNIFICATION OF OFFICERS, DIRECTORS, AND COMMITTEE MEMBERS**

10.1 Indemnity. The Association shall indemnify any officer, director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a director, officer, or committee member of the Association, against expenses (including attorney fees and appellate attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by

him or her in connection with such action, suit, or proceeding, unless: (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors, and committee members as permitted by Florida law.

10.2 Defense. To the extent that a director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 10.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified for expenses (including attorney fees and appellate attorney fees) actually and reasonably incurred by him or her in connection therewith.

10.3 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 10.

10.4 Miscellaneous. The indemnification provided by this Article 10 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a director, officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

10.5 Insurance. The Association has the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, or agent of the Association, or a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article 10.

ARTICLE 11. BYLAWS

The Bylaws of the Association may be altered, amended or rescinded in the manner provided in the Bylaws.

ARTICLE 12. AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

12.1 Notice and Proposal. Notice of the subject matter or proposed amendments shall be included in or with the notice of the membership meeting at which the amendment will be considered. An amendment to these

Articles of Incorporation may be proposed by the Board of Directors or by at least twenty-five percent (25%) of unit owners. Upon an amendment to these Articles of Incorporation being properly proposed, such proposed amendment shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the Members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt of the proposed amendment. It shall be the duty of the Secretary to give to each Member proper and timely notice of such a membership meeting in the manner provided for in the Bylaws.

12.2 Approval of Amendments. An amendment to the Articles of Incorporation shall be adopted upon the affirmative approval of at least two thirds (2/3rds) of the total Voting Interests of the Association. Members not present, in person or by proxy, at the membership meeting considering the amendment may express their approval in writing, provided that such written approval is delivered to the Association Secretary or Manager prior to or at the membership meeting.

12.3 Automatic Amendment. These Articles of Incorporation may be amended by the Board of Directors, if necessary, to make the same consistent with the provisions of the Declaration. Whenever Chapters 617 or 718, Florida Statutes, or other applicable Florida or Federal laws or administrative regulations, are subsequently amended so that these Articles of Incorporation are inconsistent with the applicable law or administrative rules, the Board of Directors, without a vote of the Members, may, but shall not be under a duty or obligation to, adopt by Majority vote of the Board, amendments to these Articles of Incorporation to make them consistent.

12.4 Limitation on Amendments. No amendment to these Articles of Incorporation shall be made which conflicts with the Condominium Act or the Declaration.

12.5 Certification. A copy of each amendment to the Articles of Incorporation shall be filed with the Florida Secretary of State, Division of Corporations, and shall be recorded in the Public Records of Manatee County, Florida, along with a certificate of amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully adopted.

ARTICLE 13. MISCELLANEOUS

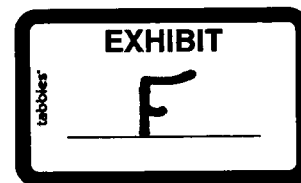
13.1 Definitions and Interpretation. Terms used in these Articles of Incorporation shall have the same meaning as defined in the Declaration or the Condominium Act. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

13.2 Conflicts. The term "Condominium Documents," as used in these Articles of Incorporation and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, Bylaws, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of an actual or implied conflict in the Condominium Documents, the Condominium Documents shall control in the following order: (1) Declaration, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations

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

13.4 Severability. In the event that any Section, clause, paragraph or other provision of the Articles of Incorporation is deemed invalid, it shall be deemed severed and the remaining provisions of the Articles of Incorporation shall remain valid and in full force and effect.

13.6 Headings. The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions therein.



AMENDED AND RESTATED
BYLAWS
OF
WOODLAKE VILLAS AT PALM AIRE CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I. IDENTITY

These are the Amended and Restated 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, A CONDOMINIUM (the Condominium).

1.1 Principal office.

The principal office of the Association shall be at 7158 Lakeside 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 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 Condominium Documents, 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 thirteen (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.

(a) Location of Membership Meetings.

The Board of Directors may designate any place located within forty-five (45) miles of the Condominium as the place of the membership meeting. If no such Board designation is made, such meeting shall take place on the Condominium Property.

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 ten percent (10%) of the Voting Interests of the Association entitled to vote at the meeting.

Requests for a meeting by the Members shall state 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; and F.S. 718.112(2)(j); concerning budget reserves.

2.3 [Intentionally Left Blank].

2.4 Notice of Meetings.

Written notice stating the agenda, place, day and time of all meetings of Members shall be mailed, emailed or hand-delivered to each Member entitled to vote at such meeting, at the Member's address as it last appears on the books of the Association, not less than fourteen (14) days nor more than sixty (60) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. Each Member is responsible for keeping their address on file with the Association current. The Association shall also post in a conspicuous place on the Condominium Property the notice and agenda of the membership meeting at least fourteen (14) days prior to the date of the membership meeting.

(a) Proof of Notice. The person providing the notice of the membership meeting shall provide proof of such mailing, emailing, delivery and posting by affidavit. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his or her address as it last appears on the records of the Association, with postage thereon prepaid.

(b) Attendance at Meetings. Members may attend membership meetings in person or by proxy. Pursuant to Section 617.0721(3), Florida Statutes, the Board of Directors may authorize, and subject to such guidelines and procedures as the Board may adopt, Members and proxy holders who are not physically present at a membership meeting, by means of remote communication, to participate in the meeting, be deemed present in person and vote at the meeting if the Association implements reasonable means to verify that each person deemed present and authorized to vote by means of remote communication is a Member or a proxy holder, and the Association implements reasonable measures to provide such Members or proxy holders with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings.

(c) Waiver of Notice. A Member may voluntarily waive notice of a membership meeting

before or after the meeting. The attendance of a Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when the Member's (or the Member's authorized representative's) attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

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 fourteen (14) days before the meeting at which the Board of Directors 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 thirty (30) days, on not less than ten days' written notice to each unit owner.

2.7 Notice of meeting to consider recall of Board of Directors members.

Directors may be removed or recalled from office with or without cause by an affirmative vote of a Majority of the Voting Interests at a duly-convened special membership meeting called for that purpose or by a written petition signed by at least a Majority of all the Voting Interests, in the manner provided in the Condominium Act. A special meeting of the Members to recall a director or directors may be called by ten percent (10%) of the Voting Interests giving notice of the meeting as required for a meeting of the Members, and the notice shall state the purpose of the meeting. Any director delinquent in the payment of any monetary obligation to the Association for more than ninety (90) days shall automatically be removed as a director.

2.8 [Intentionally Left Blank].

2.9 Quorum at Membership Meetings.

A quorum at a membership meeting shall consist of not less than a Majority (i.e., more than half) of the Association's eligible Voting Interests. A Unit owned by the Association, a Unit placed in a receivership or a voting interest or consent right allocated to a Unit or Member which has been suspended by the Board shall not be counted towards the total number of Voting Interests necessary to constitute a quorum, the number of Voting Interests required to conduct an election, or the number of Voting Interests required to approve an action under the Condominium Act or pursuant to the Declaration, Articles of Incorporation or these Bylaws.

2.10 Voting.

(a) Number of votes.

In any meeting of Members, the owners of Units shall be entitled to cast one (1) 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 (1) natural person, any record owner of the Unit may vote in person or by proxy, provided that there shall be no more than one (1) 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. Ballots may be cast for Units owned by a trust by a trustee designated in a written certificate filed with the secretary of the Association.

2.12 Proxies; Powers of Attorney.

Votes may be cast in person or by written proxy substantially complying with the requirements of the Condominium Act. Proxies must be filed with the Association prior to the membership meeting or reconvened membership meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it. Proxies in no event shall be used in electing directors. Holders of proxies must be Unit Owners.

Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

An executed telegram or cablegram appearing to have been transmitted by the proxy-giver, or a photographic, photostatic, facsimile, electronic or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote and ratifying the vote cast by the Owner's proxy. The use of proxies is to be liberally construed.

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

date, 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 date, time, and place to which the meeting is adjourned.

2.14 [Intentionally Left Blank].

2.15 Written Action by Members.

Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the required percentage of Members entitled to vote with respect to the subject matter thereof. Such action by Members via written agreement shall comply with the procedural requirements of Section 617.0701(4), Florida Statutes.

2.16 Minutes of meetings.

Minutes shall be reduced to written form within a reasonable time frame after the meeting. The minutes of meetings of the Members shall be kept in a book or binder or in electronic format available for inspection and photocopying by Unit Owners or their authorized representative, in accordance with the Condominium Act. The Association shall maintain these minutes for so long as required by the Condominium Act.

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 by the President;
- (b) Election of a chairman of the meeting, unless the President or Vice President is present, in which case he or she shall preside;
- (c) Calling of the roll, certifying of proxies, determination of a quorum;
- (d) Appointment of Inspectors of Election;
- (e) Election of Directors;
- (f) Proof of notice of the meeting or waiver of notice;
- (g) Reading and disposal of any unapproved minutes;
- (h) Reports of officers;
- (i) Reports of committees;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

2.18 Actions specifically requiring Unit 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.
- (b) Providing no Reserves or less than adequate Reserves.
- (c) Other matters contained in the Declaration the Articles and Bylaws.

2.19 [Intentionally Left Blank].

2.20 Affidavit of Notice.

An officer of the Association and/or Association Manager 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.

Number and Term. The Association shall be governed by a Board of Directors composed of not less than three (3) and no more than five (5) directors, with the exact number of directors to be determined by the Board from time to time. The Board shall always be comprised of an odd number of Directors. At a duly-noticed Board meeting, the Board of Directors may designate the number of directors at least sixty (60) days before the annual membership meeting. If no such designation is timely made, the number of directors shall remain the same as the previous year. All directors shall be elected to serve a two-year staggered term of office. Directors shall (barring resignation, disqualification or death) hold office until the expiration of their terms and until their successors have been elected and qualified.

A director must be a natural person who is at least eighteen (18) years of age or older. A director must be a Unit Owner or the designated voter of a Unit that is not owned by a natural person. In the event an incumbent director becomes ninety (90) days or more delinquent in the payment of any monetary obligation to the Association, such director will no longer qualify to serve on the Board and will be deemed to have abandoned his/her position as a director. Co-owners of a Unit and spouses cannot simultaneously serve on the Board unless they own more than one Unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. When a Unit is owned by a corporation, any officer of the corporation is eligible to serve as a director. When a Unit is owned by a partnership, any partner of the partnership is eligible to serve as a director. A grantor of a trust, a resident trust beneficiary and the spouses of such persons are eligible to serve as a director. A convicted felon whose civil rights have not been fully restored for at least five (5) years as of the date of election is not eligible to serve as a director. Any person who has been suspended or removed from serving as a director by the Division of Florida Condominiums, Timeshares and Mobile Homes is not eligible to serve as a director.

3.2 Election of Directors.

The election of directors shall take place concurrent with the annual membership meeting, in the manner provided in the Condominium Act and as follows:

(a) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association of their intent to be a director candidate not less than forty (40) days before the scheduled election. Not less than fourteen (14) days nor more than thirty-four (34) days prior to the membership meeting at which the election will occur, the Association shall mail or deliver a second notice of the membership meeting to all Unit Owners entitled to vote, together with a written ballot which shall list all director candidates in alphabetical order by surname. Upon timely

request of a director candidate, the Association shall include with the second mailing of the ballot the director information sheet(s), not larger than 8 ½ inches by 11 inches, which were timely furnished by the director candidate(s) to the Association not less than thirty-five (35) days before the election. The costs of mailing and copying of the candidate information sheets and director certification forms shall be paid by the Association.

(b) Written ballots will be available for use by those Owners attending the meeting in person. A Unit Owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance. No Unit Owner shall permit another person to cast his or her ballot, and any such improperly cast ballot shall be deemed invalid. Any Unit Owner who violates this provision may be fined by the Association.

(c) If more persons are nominated than there are director vacancies to be filled, the election shall be by secret ballot. Each person voting is entitled to cast his or her vote for each of as many director nominees as there are vacancies to be filled. The nominees receiving the greatest number of votes properly cast shall be elected. Elections shall be decided by a plurality of the votes cast. Tie votes shall be broken by agreement among the director candidates who are tied, or absent such an agreement, by chance, such as the flipping of a coin by a neutral third party or the drawing of straws. An election is not required unless more candidates file notices of intent to run than director vacancies exist.

(d) There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot to have a valid election of directors.

3.3 [Intentionally Left Blank].

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. Such vacancies shall be filled within a reasonable time period. A director or officer who is more than ninety (90) days delinquent in the payment of any monetary obligation to the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled by the Board.

3.5 [Intentionally Left Blank].

3.6 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.

3.7 Organizational meeting.

The organizational meeting of a newly-elected Board of Directors for the purpose of electing officers shall be held within ten (10) days of the election at such date, place and time as shall be fixed by the directors. No further notice of the organizational meeting shall be necessary unless business in addition to the election of Officers is to be considered by the Board of Directors.

3.8 Regular Board meetings.

A meeting of the Board occurs whenever a quorum of the Directors gathers for the purpose of conducting Association business. Regular meetings of the Board of Directors shall be held at such date, time and place as shall be determined from time to time, by a Majority of the Directors or on the call of the President or Vice President. Except for meetings with the Association's attorney for purpose of obtaining legal advice with respect to proposed or pending litigation or meetings to discuss personnel matters, meetings of the Board of Directors shall be open to all Unit Owners. Any Member may tape record or videotape open meetings of the Board of Directors subject to reasonable rules adopted by the Board of Directors. The right to attend Board meetings includes the right to speak at such meetings with reference to all designated agenda items in accordance with any reasonable rules adopted by the Board of Directors.

3.9 Notice of Board Meetings.

(a) **Notice.** Adequate notice of all Board meetings, which must specifically identify all agenda items, must be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours before the meeting except in an emergency. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the Condominium Property where all notices of Board meetings must be posted. Notice of meetings of the Board of Directors shall also be given to each director personally or by mail, email, telephone, facsimile transmission or telegraph, at least forty-eight (48) hours in advance. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.

(b) **Emergency Action.** Any item not on the agenda of a meeting of the Board of Directors may be taken up on an emergency basis by at least a Majority plus one of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors.

(c) **Telephone or Videoconference Attendance.** A Director or committee member may participate in a meeting via telephone, real-time videoconferencing, zoom virtual meeting platform, or similar real-time electronic or video communication and such participation counts toward a quorum, and such Director or committee member may vote as if physically present so long as a speaker is used at the meeting site so that the conversation of such person may be heard by all persons attending the meeting in person. Directors may use e-mail as a means of communication, but may not cast a vote on an Association matter via e-mail.

(d) **20% Member Petition.** If twenty percent (20%) of the Voting Interests petition the Board in writing to address an item of business, the Board, within sixty (60) days after receipt of the petition, shall place the item on the agenda at its next regular Board meeting or at a special meeting called for that purpose.

(e) **Special Notice of Certain Board Meetings.** In addition to the notice required above, not less than fourteen (14) days' notice shall be mailed, emailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property of any Board meeting to consider the annual budget, consider the levy of a non-emergency special assessment or a proposed rule regarding Unit use. Notice of any meeting in which special assessments against Unit Owners are to be considered for any reasons shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes for any such special assessments. Evidence of compliance with this 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the Association.

3.10 Waiver of notice.

Any director may waive notice of a meeting before 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 of Directors 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 concurring in the minutes of that meeting however It shall not constitute the presence the purpose of determining a quorum.

3.16 Meetings open to members.

Except for meetings with the Association's attorney for the purpose of obtaining legal advice with respect to proposed or pending litigation and meetings of the Board of Directors to discuss personnel matters, meetings of the Board of Directors shall be open to all Unit Owners. Unit Owners shall not designate third persons, through power of attorney or otherwise, to attend meetings of the Board of Directors, unless agreed to otherwise by the Board of Directors in advance. The right to attend meetings of the Board of Directors includes the right to speak with reference to all designated agenda items; provided, however, the Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements. Unless otherwise provided by resolution of the Board of Directors, each Unit Owner is entitled to speak for three (3) minutes with reference to designated agenda items. Any Member may tape record or videotape open meetings of the Board of Directors, subject to reasonable rules adopted by the Board of Directors.

3.17 Presiding officer.

The presiding officer at Board of Directors 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 Board meetings shall be kept in a business-like manner in a book or electronic format available for inspection and copying by Unit Owners or their authorized representatives at any reasonable time. The Association shall maintain these minutes as required by the Condominium Act. Minutes for each meeting must be reduced to written form within a reasonable time period after the meeting date.

3.19 Committees.

(a) Committees of Members. The Board of Directors, by resolution adopted by a Majority of the directors present in person or by proxy at a duly noticed board meeting, may designate one or more committees, each of which may consist of two or more members, which committees, to the extent provided in said resolution, may have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed by law.

(b) Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a Majority of the directors present at a Board meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members or spouses of Members of the Association, and the Board of Directors shall appoint the members thereof.

(c) Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee by the person or persons authorized to appoint such member, or unless such member shall cease to qualify as a member thereof.

(d) Chairman. One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof.

(e) Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

(f) Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a Majority of the whole committee shall constitute a quorum and the act of a Majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

(g) Rules. Except for meetings of committees to take final action on behalf of the Board or to make recommendations to the Board of Directors regarding the Association's budget, all committees are exempt from the procedural and other requirements of the Condominium Act and these Bylaws. Each committee may adopt rules for its own government not inconsistent with rules adopted by the Board of Directors for such committees.

(h) Reports and Action. Every committee appointed by the Board of Directors shall report its findings to the Board of Directors. A committee may not take action on behalf of the Association unless the Board of

Directors adopts a written resolution specifically empowering the committee to take such action.

(i) **Standing Committees.** The Board of Directors may appoint and disband such standing committees or ad hoc committees as it deems necessary from time to time.

(j) **Removal, Resignation and Vacancies.** Any committee member may be removed from office by the Board of Directors at any time with or without cause. Any member of a committee may resign therefrom by providing written notification of such resignation to the President of the Association, and any such resignation shall become effective immediately upon receipt by the President of such written notification or at such later date as may be specified in the notification. Any vacancy occurring in the membership of any committee or any position on any committee to be filled by reason of an increase in the number of members of a committee shall be filled by the Board of Directors.

(k) **Regular Meetings.** Regular meetings of each standing committee shall be held at such times as are determined by the chairman of the committee. There shall be no regular meetings of an ad hoc committee unless established by the chairman of said committee.

3.19 Compensation.

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

3.20 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;

3.21 Removal and Recall.

Directors may be removed or recalled from office with or without cause by an affirmative vote of a Majority of the Voting Interests at a duly-convened special membership meeting called for that purpose or by a written petition signed by at least a Majority of all the Voting Interests, in the manner provided in the Condominium Act. A special meeting of the Members to recall a director or directors may be called by ten percent (10%) of the Voting Interests giving notice of the meeting as required for a meeting of the Members, and the notice shall state the purpose of the meeting. Any director delinquent in the payment of any monetary obligation to the Association for more than ninety (90) days shall automatically be removed as a director.

3.22 [Intentionally Left Blank].

ARTICLE IV. POWERS AND DUTIES

OF THE BOARD OF DIRECTORS

4.1 Powers and Duties. The affairs and operation of the Association shall be managed by its Board of Directors. Said Board shall have and execute all powers necessary to accomplish its duties and obligations relative to the Association and the Condominium. All of the powers and duties of the Association existing under the Condominium Act, Declaration, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its officers, agents, contractors or employees subject only to approval by Unit Owners when such is specifically required. The Board may delegate its authority to its officers, agents, contractors or employees, except where prohibited by law. Such powers and duties of the Board of Directors shall include the following:

(a) To make, amend and collect annual Assessments and Special Assessments against Members as Unit Owners to defray the Common Expenses and losses of the Association.

(b) To use the proceeds of Assessments in the exercise of its powers and duties.

(c) To maintain, repair, alter, improve, replace, administer and operate the Condominium Property, which shall include the irrevocable right of access to each Unit during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any Common Elements or any portion of the Units to be maintained by the Association pursuant to the Declaration or as necessary to inspect and/or prevent damage to the Common Elements or a Unit or Units.

(d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its directors, officers and its Members as Unit Owners.

(e) To reconstruct improvements after casualty and to further improve the Condominium Property.

(f) To make and amend reasonable Rules and Regulations regarding the Common Elements, Limited Common Elements, the Condominium Units and the operation and administration of the Association.

(g) To approve or disapprove the ownership, transfer and lease of a Unit, as more fully provided in the Condominium Documents.

(h) To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles of Incorporation, the Bylaws and the Rules and Regulations.

(i) To contract for the management, operation, administration and maintenance of the Condominium Property and to delegate to such contractor any powers and duties of the Association, except such as are specifically required by the Declaration, these Articles of Incorporation, the Bylaws or by the Condominium Act to have the approval of the Board of Directors or the membership.

(j) To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association and the Condominium Property.

(k) To enter into agreements acquiring leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium Property, intended to provide for the enjoyment, recreation or other use benefits of the unit owners.

(l) To purchase, acquire or take title to Units within the Condominium for any purpose and to hold lease, sell, mortgage, use or convey such Units on terms and conditions approved by the Board of Directors.

(m) To grant, modify, move, relocate and/or terminate easements over, under or through the Common Elements or Association Property.

(n) To sue and be sued, and the authority to negotiate and settle such lawsuits.

(o) To borrow money and secure the same by assigning Assessments, lien rights, Assessment collection authority, and by execution of mortgages encumbering the Association real property (but not the Common Elements) and to acquire property or interests therein encumbered by mortgages which are to be paid or assumed by the Association.

(p) To create, modify, and disband committee(s).

(q) To further alter and improve the Condominium Property, both real and personal, and to purchase realty and items of furniture, personal property, furnishings, and equipment, subject to the other provisions of the Condominium Documents.

(r) To exercise such other powers and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth in the Condominium Documents and as permitted by the laws of Florida.

(s) To operate a rental program and administer rental of units for the convenience of Unit Owners.

(t) To use the proceeds of Assessments to encourage and facilitate social interaction among the Owners, renters and occupants of the Units.

4.2 Emergency Powers. In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers and any other powers authorized by the provisions of Section 718.1265, Florida Statutes, and Sections 617.0207 and 617.0303, Florida Statutes, all as amended from time to time.

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, who shall be a Director, and a Secretary, who shall be a Director. 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 Treasurer. 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. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5.2 President.

The President shall be the chief executive officer of the Association and shall in general supervise and control all the business and affairs of the Association, subject to the advice and consent of the Board of Directors. He shall preside at all meetings of the Members and of the Board of Directors and shall execute any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

5.3 Vice President.

In the absence or disability of the President, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as, from time to time, may be assigned to him by the President or by the Board of Directors.

5.4 Secretary.

The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the Seal of the Association and see that the Seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its Seal is duly authorized in accordance with the provision of these Bylaws; keep a register of the post office address of each Member which shall be furnished to the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. The Board of Directors may delegate to its managing agent or agents such duties of the Secretary as it deems appropriate from time to time.

5.5 Treasurer.

The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. The Treasurer shall attend to the keeping of the books of the Association in accordance with good, generally accepted accounting practices. The Board of Directors may delegate to its managing agent or agents such duties of the Treasurer as it deems appropriate from time to time.

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.

Officers of the Association shall not receive any compensation for acting as such. Officers shall be entitled to reimbursement of expenses reasonably incurred.

ARTICLE VI. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

6.1 **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

6.2 **Checks, Drafts, Etc.** All checks, drafts or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors.

6.3 **Gifts.** The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

6.4 **Financial Reporting.** Within ninety (90) days after the end of a fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year, which includes a summary of the reserves and information as to whether they are being fully funded and if not a statement of the assessments which would be needed to bring them up to full funding. Within twenty-one (21) days after the financial report is completed by the Association or received by the Association from a third party, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand-deliver to each Member, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand-delivered to the Member, without charge, upon receipt of a written request from the Member. Financial statements, whether it is a report of cash receipts and expenditures, a compiled financial statement, a reviewed financial statement or an audited financial statement, shall be based on the Association's total annual revenues as provided in Section 718.111(13), Florida Statutes. The Board of Directors may elect to provide a greater level of financial review than required by the Condominium Act. As provided in Section 718.111(13)(c), Florida Statutes, the Members may vote to reduce the level of financial reporting required by statute. Such a meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which such vote is taken and the following fiscal year.

6.5 **Competitive Bids.** Pursuant to Section 718.3026(1), Florida Statutes, the Association shall obtain competitive bids for a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, that exceeds five percent (5%) of the total annual budget of the Association, including reserves. The Association shall not be required to accept the lowest bid. The requirements of this Article shall not limit the ability of an Association to obtain needed products and services in an emergency and this Article shall not apply if the business entity with which the Association desires to enter into a contract is the only source of supply within the county serving the Association. The exceptions of Section 718.3026(2), Florida Statutes shall apply.

6.6 **Official Records.** The official records of the Association shall be available for the inspection and copying of the Association's Unit Owners and their designated representatives in the manner provided in Section 718.111(12), Florida Statutes. The Association's Board of Directors may adopt reasonable rules regulating such inspection and copying.

ARTICLE VII. FISCAL MANAGEMENT

7.1 **Budget.**

(a) **Board Adopts Annual Budget.** The Board of Directors shall adopt, and may amend from time to time as necessary, an annual budget for each fiscal year. A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include expenses of security, in-house communications, directors and officers insurance ("D&O") and other insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be common expenses under these Bylaws.

(b) **Reserves.** The proposed budget shall include reserves per Section 718.112(2)(f)2, Florida Statutes, the funding of which may be waived or reduced by the owners. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of a Majority of the Voting Interests present at a duly-called membership meeting of the Association.

(c) **Contingencies.** The budget may contain a reasonable allowance for contingencies *and* provide funds for all operating expenses previously incurred.

(d) **Amended Budget.** If at any time it appears that the budget may be insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each Member as provided in Article 10.2 hereof.

7.2 **Transmittal of Budget.** A copy of the proposed annual budget or amended annual budget shall be mailed, emailed or hand-delivered to the Unit Owners not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be adopted together with a notice and agenda of the Board meeting.

7.3 **Assessments.** The annual shares of the Unit Owners of the common expenses shall be made payable in installments due monthly or quarterly as determined by the Board of Directors, and shall become due on the first day of each month and/or the first day of each quarter in advance unless otherwise determined by the Board. The Association shall have the right to accelerate assessments of an Owner delinquent in the payment of Common Expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

7.4 **Special Assessments.** The Board of Directors may levy one or more special assessments as necessary and appropriate to pay the expenses of the Association. Notice of the Board meeting at which such special assessments will be considered shall be posted and transmitted to each Unit Owner as provided in Article 5.7 hereof, except in the event of an emergency. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.

7.5 **Assessment Roll.** The assessments for Common Expenses and charges shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Unit Owners. Such roll shall indicate for each Unit the name and address of the Owner, and the assessments and charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Unit's account may be relied upon for all purposes by any person for whom made.

7.6 **Liability for Assessments and Charges.** A Unit Owner shall be liable for all assessments and

charges coming due while the Owner of a Unit, and such Owner and Owner's grantees or successors after a voluntary conveyance or other acquisition of title shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Association property or by abandonment of the Unit for which the assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure or deed in lieu of foreclosure, such mortgagee and its successors and assigns shall only be liable for such Unit's assessments, charges, or share of the common expenses which became due prior to acquisition of title as provided in the Florida Condominium Act.

7.7 Liens for Assessments. The unpaid portion of an assessment, including an accelerated assessment which is due, together with all costs, interest, late fees, and reasonable attorney fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.

7.8 Lien for Charges. Unpaid charges due to the Association together with costs, interest, late fees, and reasonable attorney fees shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

7.9 Collection — Interest; Administrative Late Fee; Application of Payments. Assessments or charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten days shall bear interest at the highest rate permitted by law (currently, 18%) from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the maximum amount permissible by law (currently, the greater of \$25 or 5% of each installment of the assessment for which payment is late). The Association may also accelerate all assessments or charges which are accrued, but not yet due, in the manner provided by law. Payments received are first applied to interest, then to any late fee, then to any costs and collection expenses, then to any reasonable attorney fees incurred, and then to the oldest assessment due. Except as otherwise provided in the Florida Condominium Act, no lien may be filed by the Association against a Condominium Unit until forty-five (45) days after the date on which a notice of intent to file a lien has been delivered to the Owner pursuant to Section 718.121(4), Florida Statutes.

7.10 Collection — Suit. The Association, at its option, may enforce collection of delinquent assessments or charges by suit at law, by foreclosure of the lien securing the assessments or charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney fees, incurred before trial, at trial, and on appeal. The Association must deliver or mail by certified mail to the Unit Owner a written notice of its intention to foreclose the lien as provided by law.

7.11 Accounts. All sums collected from assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective assessments or charges are made.

7.12 Association Depository. The depository of the Association in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent private insurance such as insurance placed through the Society Investor Protection Corporation (SIPC), as shall be designated by the Board of Directors. Alternatively, the Association may deposit funds with brokerage houses or institutions which are members of the National Association of Securities Dealers, Inc. and insured by SIPC or equivalent industry insurance. Principal of Association funds, whether reserves or operating funds, if invested, may be invested in low-risk investments. Withdrawal of money from those accounts shall be

only by checks, autopay (EFT) or other withdrawal instruments signed by those persons as are authorized by the Board of Directors.

7.13 **Commingling of Funds.** All funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, as amended from time to time, no agent, employee, officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes, as amended from time to time, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

7.14 **Fidelity Bonding.** The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 718.112(2)(j), Florida Statutes, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

7.15 **Suspension of Use Rights.** In the event that a Unit Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the rights of a Unit Owner and such Unit Owner's occupant, licensee, tenant, guest or invitee to use the common elements, common facilities or any other Association property. The suspensions imposed apply to a Member and, when appropriate, the Member's tenants, guests, or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Units owned by the Member.

ARTICLE VIII. DISPUTE RESOLUTION

8.1 **Alternative Dispute Resolution.** If unresolved, disputes between the Board and Unit Owners as defined in Section 718.1255(1), Florida Statutes, may be arbitrated in mandatory non-binding arbitration proceedings or mediated in presuit mediation, as provided in the Condominium Act prior to commencing litigation, so long as the Condominium Act requires such arbitration or mediation.

8.2 **Unit Owner Inquiries.** When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within 30 days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Association from recovering attorney fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board is only obligated to respond to one (1) inquiry per month pertinent to any particular Unit. In the event of a grievance of a Unit Owner against the Association, the Board of Directors, or a member thereof, written notice in detail of the grievance shall be given to Directors prior to the institution of litigation, (including but not limited to arbitration) and the parties shall be allowed a period of 30 days in which to

resolve the grievance.

8.3 Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a Unit Owner or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

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. The Association shall maintain these documents in a suitable binder for reference as required in the exercise of its powers and duties.

ARTICLE X. FINES AND SUSPENSIONS

10.2 Suspensions. The Association may suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's tenant, guest, or invitee, to use the Common Elements, common facilities, or any other Association Property for failure to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules of the Association. This Article 10.2 does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces, or elevators. The suspension permitted herein apply to a Member and, when appropriate, the Member's tenants, guests, or invitees, even if the failure that resulted in the suspension arose from less than all of the multiple Units owned by a Member.

10.3 Procedure. A fine or suspension levied by the Board may not be imposed unless the Board first provides at least fourteen (14) days' written notice to the Unit Owner and, if applicable, any occupant, licensee, or invitee of the Unit Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the committee does not approve the proposed fine or suspend by Majority vote, the fine or suspension may not be imposed. If the fine or suspension is approved by the committee, the fine payment is due five (5) days after the date of the committee meeting at which the fine is approved. The Association shall provide written notice of such fine or suspension by mail or hand delivery to the Unit Owner and, if applicable, to any tenant, licensee, or invitee of the Unit Owner.

ARTICLE XI. [INTENTIONALLY LEFT BLANK]

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 or her membership and the 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 or her 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 make and amend reasonable Rules and Regulations regarding the Common Elements, Limited Common Elements, the Condominium Units and the operation and administration of the Association.

15.2 Posting and furnishing copies.

A copy of the Rules and Regulations and any amendments to existing Rules and Regulations, shall be posted in a conspicuous place on the Condominium property and a copy furnished to each Unit owner. No Rule, Regulation or amendment shall become effective until thirty (30) days after posting, except in the case of an emergency, in which case the Rule, Regulation or amendment shall become effective immediately upon posting.

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 in the Declaration.

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. [INTENTIONALLY LEFT BLANK]

ARTICLE XX. [INTENTIONALLY LEFT BLANK]

ARTICLE XXI. AMENDMENTS

21.1 Notice and Proposal. Notice of the subject matter or proposed amendments shall be included in or with the notice of the membership meeting at which the amendment will be considered. An amendment to the Bylaws may be proposed by the Board of Directors or by at least twenty percent (20%) of the Association's Voting Interests. Upon an amendment to the Bylaws being properly proposed, such proposed amendment shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the Members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt of the proposed amendment. It shall be the duty of the Secretary to give to each Member proper and timely notice of such a membership meeting in the manner provided for in the Bylaws.

21.2 Approval of Amendments. An amendment to the Bylaws shall be adopted upon the affirmative approval of at least a two-thirds (2/3rds) of the total Voting Interests of the Association. Members not present, in person or by proxy, at the membership meeting considering the amendment may express their approval in writing, provided that such written approval is delivered to the Association Secretary or Manager prior to or at the membership meeting.

21.3 Automatic Amendment. These Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration or the Articles of Incorporation. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations are subsequently amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the owners, may adopt by Majority vote of the Board at a Board Meeting, amendments to these Bylaws as the Board deems necessary to comply with such subsequent changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association.

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

21.5 Limitation on Amendment. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's share of the Common Expenses, unless

the amendment is approved by 100% of the Unit Owners and 100% of the record owners of the mortgages on such Units.

21.6 Certificate of Amendment. A copy of each amendment to the Bylaws shall be recorded in the Public Records of Manatee County, Florida, along with a certificate of amendment executed by the appropriate officers of the Association attesting that the amendment has been lawfully adopted.

ARTICLE XXII. MISCELLANEOUS

The following miscellaneous provisions shall apply to these Bylaws and the Condominium Documents.

22.1 Definitions and Interpretation. Terms used in the Bylaws shall have the same meaning as defined in the Declaration or the Condominium Act. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation, and the Rules and Regulations. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

22.2 Conflicts. The term "Condominium Documents," as used in these Bylaws and elsewhere shall include the Declaration of Condominium, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Condominium. In the event of a conflict between the language in the Declaration of Condominium and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Condominium Documents, the documents shall control in the following order: (1) Declaration, (2) Articles of Incorporation, (3) Bylaws, and (4) Rules and Regulations.

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

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

22.5 Headings. The headings of paragraphs or sections herein are for convenience purposes only, and shall not be used to alter or interpret the provisions therein.