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This instrument prepared by and return to:  
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AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OF  
WOODBIDGE ESTATES, A CONDOMINIUM



**WHEREAS**, the original Declaration of Condominium of Woodbridge Estates, a Condominium was recorded at Official Records Book 1963, Page 2722, et seq., Public Records of Sarasota County, Florida (Declaration), and

**WHEREAS**, a significant package of amendments included in this Amended and Restated Declaration of Condominium was approved by not less than a majority of the entire membership of the Board of Directors at a Board meeting on October 13, 2008, and

**WHEREAS**, not less than two-thirds of the voting interests of the entire membership of the Association approved the amendments, and this Amended and Restated Declaration, at a duly noticed and convened membership meeting held on December 8, 2008, as adjourned and reconvened on January 19, 2009, and

**WHEREAS**, not less than fifty-one (51%) of the institutional owners and holders of first mortgages on the units have consented to the amendments and this Amended and Restated Declaration of Condominium as set forth in the Affidavit, with attached consents, labeled and attached as Exhibit C, which consents are attached hereto as unlettered exhibits.

**NOW THEREFORE**, Woodbridge Estates Association, Inc. does hereby amend and restate the Declaration of Condominium of Woodbridge Estates, a Condominium for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments, and does hereby resubmit the lands described in Exhibit A attached to the original Declaration of Condominium, as recorded in Official Records Book 1963, Page 2722, and the lands described in phase amendments to the Declaration of Condominium, as recorded in Official Records Book 1964, Page 2618, Official Records Book 2103, Page 284, and Official Records Book 2176, Page 1767, all of the Public Records of Sarasota County, Florida, and all improvements thereon, to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the condominium property and binding on all existing and future owners, and all others having an interest in the condominium lands or occupying or using the condominium property.

1. **NAME.** The name by which this condominium shall be known and identified is Woodbridge Estates, a Condominium.

2. **DEFINITIONS.** The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws, shall be defined in accordance with the provisions of the Condominium Act, and as follows, unless the context otherwise requires:

(a) **Assessment** shall mean a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.

(b) **Association** means the Woodbridge Estates Association, Inc., and its successors.

(c) **Association Property** means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members, including Tracts I, II, and III as conveyed to the Association by deed recorded in Official Records Book 3074, Page 2726 Public Records of Sarasota County, Florida.

(d) Board means the Board of Directors of the Association.

(e) Common Elements shall include those items stated in the Condominium Act, and Condominium Property not included in the Units, as hereinafter more particularly described. Reference to Common Elements include Limited Common Elements unless the context otherwise requires.

(f) Common Expenses shall mean the expenses of administration, maintenance, operation, repair and replacement of the Common Elements, of any portions of the Units to be maintained by the Association, and of any other property or improvements in which the Association owns or holds an interest and which property or improvements are reasonably related to the operation of the Condominium, reasonable reserves for the replacement of the aforementioned property, and other expenses declared to be Common Expenses herein or by the Bylaws and any other valid expenses or charges against the Condominium as a whole for which the Unit Owners are liable to the Association. The enumeration of Common Expenses set forth herein is not exclusive.

(g) 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.

(h) Condominium means all of the Condominium Property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

(i) Condominium Act. Chapter 718, Florida Statutes 1983, known as the "Florida Condominium Act," is incorporated herein by reference and all provisions thereof shall apply to this condominium, except that this Declaration and the exhibits hereto shall control to the extent that the Florida Condominium Act allows such documents to vary the provisions of the Act.

(j) Condominium Documents means this Declaration, the Survey, the Articles of Incorporation and Bylaws of the Association, and the Association rules and regulations, as amended from time to time.

(k) Condominium Parcel means a Unit together with the undivided share of the Common Elements appurtenant to the Unit.

(l) Declaration or Declaration of Condominium shall mean this instrument as it may be amended from time to time.

(m) Guest means any person (other than the Unit Owner and his or her family) who is physically present in, or occupies a Unit on a temporary basis at the invitation of the Unit Owner or other permitted occupant, without the payment of consideration.

(n) Institutional First Mortgagee means any bank, savings or buildings and loan association, insurance company, mortgage company, agency of the United States Government, real estate investment trust, or other recognized institutional type lender holding a first mortgage encumbering a Unit.

(o) Limited Common Elements means those portions of the Common Elements which are reserved for the use of a certain Unit or certain Units to the exclusion of the other Units, as set forth herein and/or shown on the Survey.

(p) Single Family Residential use shall mean occupancy by a single housekeeping unit composed of one (1) person; two (2) people no matter whether related; or three (3) or more persons, all of whom who are related to each other by blood, marriage, legal adoption, or acting as guardian, legal custodian, or legal designee of a parent for a minor child residing within the Unit, provided however it is permissible for not more than one person to be not so related, it being the intention of this provision to prohibit occupancy of a Unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair

Housing Laws.

(q) Special Assessment means any assessment levied against Unit Owners other than the assessment required by a budget adopted annually.

(r) Utility services shall include, but not be limited to electric, power, gas, water, air conditioning, and garbage and sewage disposal and cable television services or communication facilities or services that may be contracted for the Members in bulk.

(s) Voting Interest means the voting rights distributed to the Members of the Association pursuant to this Declaration.

(t) Unit means Unit as defined by the Condominium Act.

3. CONDOMINIUM SURVEY. A survey of the Condominium Property, containing a survey of the land and a plot plan locating the improvements thereon and identifying each Unit and the Common Elements and their relative locations and approximate dimensions, was recorded in Condominium Book 26, Pages 31, 31A through 31F, (Survey), Public Records of Sarasota County, Florida. The locations, dimensions, descriptions, identification, and numbering or lettering of the respective Units shall be as described in the Survey. A Unit shall consist of the space defined in the Survey. In the event that the actual physical location of any Unit at any time does not precisely coincide with the Survey, the actual physical locations shall control over the locations, dimensions, and descriptions contained in the Survey. In the event of a total or substantial destruction of the building, the locations, dimensions, and descriptions of the respective Units as contained in the Survey will control.

4. OWNERSHIP AND SHARING OF COMMON EXPENSES. Each Unit in the Condominium shall have an equal share in the ownership of the Common Elements and Common Surplus and in the sharing of the Common Expenses. Stated as a fraction, each Unit's share shall be 1/60th.

5. COMMON ELEMENTS. Any right, title, or interest in a Unit shall automatically carry with it as an appurtenance and without necessity of specific reference thereto its respective undivided share of the Common Elements and, subject to the provisions hereof, a right to use the Common Elements in conjunction with the Owners of the other Units. The Common Elements shall include, but shall not be limited to:

(a) all of the above described land and all easements appurtenant thereto;

(b) all improvements and parts thereof which are not included within the boundaries of the respective Units;

(c) all utility chases and all structural beams, columns, and members within a Unit and an easement of support in any portion of a Unit which contributes to the support of the building;

(d) any utility areas and installations and all utility services which are available to more than one Unit or to the Common Elements, including easements through the Units necessary to provide such services;

(e) all parking areas (except garages that are part of the Units or any part of a driveway that is designated as Limited Common Elements on the Survey), and other means of ingress and egress;

(f) all electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, which are located outside the boundaries of the Units or which, regardless of location, serve more than one Unit, to the extent the same are not owned by utility companies;

(g) all tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners; and

(h) alterations, additions, and further improvements to the Common Elements;

Some of the Common Elements are designated herein as Limited Common Elements and, as such, are reserved for the exclusive use of certain Units pursuant to the provisions of paragraph 6. The remaining Common Elements are for the equal and full use and enjoyment of all Unit Owners, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit Owners. All of the Common Elements shall be subject to such restrictions as may be contained herein and to such reasonable and uniform regulations as may be duly adopted by the Board.

6. LIMITED COMMON ELEMENTS. The following Limited Common Elements, garages and lanais shall be limited to those unit owners to whom such use is assigned by or pursuant to the provisions of this Declaration or the Survey and used only in conformity with the following:

(a) Driveways. A portion of the driveway to each Unit is shown on the Survey as a Limited Common Element and is reserved for the exclusive use of the Unit which same adjoins as designated on the Survey. A two-vehicle garage is within each Unit. The area of such garage shall always be used and maintained as a two-vehicle garage and not converted to living space or other uses, so that even though each Unit has a driveway that is a Limited Common Element and available to park vehicles there will always be available storage areas for two vehicles inside the Unit.

(b) Courtyard. Each courtyard so designated on the Survey shall be a Limited Common Element reserved for the exclusive use of the Unit which it adjoins, as designated on the Survey.

(c) Windows, Screens, and Doors. All windows, screens, and doors serving a Unit that are located outside the boundaries of the Unit shall be Limited Common Elements, reserved for the exclusive use of the Unit.

(d) Air Conditioning and Heating Equipment. In the event any equipment comprising part of a heating and air conditioning system serving only one Unit is located outside the boundaries of the Unit, such equipment shall be a Limited Common Element, reserved for the exclusive use of the Unit.

(e) Attics and Storage Areas. The Developer provided access to certain attics and storage areas above the garage and adjacent to the second level of the Unit. If such access was made available by the developer then such areas shall be designated Limited Common Elements for the exclusive use of the Owner of the adjacent Unit from which access is gained. Should the Common Elements be damaged in any way by the Unit Owners use of such Limited Common Elements the full cost and expense of repair shall be paid by the Unit Owner.

The Owners of the Unit to which a courtyard is Limited Common Element and of which the lanai is a part may thereafter install additional landscaping within the boundaries thereof, except that any such landscaping as is visible from other Units or from the Common Elements may not be installed without approval by the Board. Unit Owners may not install any improvements other than landscaping in the lanai areas of their Unit or within the courtyard appurtenant thereto unless the improvements conform to applicable recorded restrictions and governmental regulations and are approved by the Board. All such improvements shall be installed in accordance with plans and specifications approved in writing by the Association.

The exclusive right of a Unit to use any Limited Common Element designated herein shall be an appurtenance to the Unit and shall be encumbered or conveyed as an appurtenance to the Unit without necessity of specific reference thereto. Such exclusive right may not be separately conveyed, assigned or encumbered except as an appurtenance to the Unit.

7. ASSOCIATION. The corporation which will be responsible for the operation of the Condominium will be an incorporated association known as Woodbridge Estates Association, Inc., a Florida corporation not-for-profit, herein referred to as the Association. All persons owning a vested present interest in the fee title

to any of the Units, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, shall automatically be members of the Association. Their respective memberships shall terminate as their vested interest in the fee title terminates, except as otherwise provided in the Association's Articles of Incorporation. All of the affairs and property of the condominium and of the Association shall be controlled by the officers and Board of the Association. A copy of the Amended and Restated Articles of Incorporation is attached hereto as Exhibit A. The Amended and Restated Bylaws governing the operation of the Condominium and the Association are attached hereto as Exhibit B. The Association shall have all of the rights and powers provided by the Florida Condominium Act, the Florida corporation statutes, the Articles of Incorporation, the Bylaws, and this Declaration. The Association shall represent all Unit Owners in the event condemnation proceedings are filed against any portion of the Common Element property.

(a) Powers and Duties. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property.

(b) Acts of the Association. Unless the approval or affirmative vote of the Unit Owners is specifically made necessary by some provision of the Condominium Act or the Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board, without a vote of the Unit Owners. The officers and Directors of the Association have a fiduciary relationship to the Unit Owners. A Unit Owner does not have the authority to act for the Association by reason of being a Unit Owner.

(c) Purchase of Units. The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey them, such power to be exercised by the Board.

(d) Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board. Except as provided in subsection 'c' hereof, the power to acquire real property may be exercised by the Board, but only after approval by no less than two-thirds of the Voting Interests represented in person or by proxy at a duly noticed and convened membership meeting of the Association.

(e) Disposition of Property. Any personal property owned by the Association may be sold, or otherwise encumbered or disposed of by the affirmative vote of the Board, without need for authorization by the Unit Owners. Real property owned by the Association may be sold, mortgaged, or otherwise encumbered or disposed of only after approval by the Board and no less than two-thirds of the Voting Interests represented in person or by proxy at a duly noticed and convened membership meeting of the Association.

8. VOTING RIGHTS. Each Unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one Unit or that Units may be joined together and occupied by one Owner.

9. COMMON EXPENSES. The Common Expense shall include:

(a) costs of operation, maintenance, repair, and replacement of the Common Elements and such of the Limited Common Elements as the Association is obligated under the terms hereof to maintain;

(b) costs of management of the Condominium and administrative costs of the Association, including professional fees and expenses;

(c) costs of water and sewerage service, electricity, and other utilities which are not metered separately to the individual condominium units;

(d) labor, material, and supplies used in conjunction with the Common Elements;

- (e) damages to the condominium property in excess of insurance coverage;
- (f) salary of a manager or managers and their assistants, as shall be determined by the Board;
- (g) premium costs of fire, windstorm, flood, and other property and liability insurance as provided herein;
- (h) initial cost of installation of additions, alterations, or improvements, or of the purchase of additional lands, leasehold, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, acquired for the benefit of all the unit owners of this condominium, provided that if the cost of any of such items is more than 10 percent of the amount of the total annual budget, the purchase or installation of such items shall first be approved by affirmative vote of the Owners of a majority of the Units;
- (i) basic charges for cable or central antenna television service, and other bulk communication services contracted for by the Board, unless the provider of such service charges the Unit Owners directly;
- (j) costs of maintaining the landscaping along the right-of-way of all roads and accessways within the Condominium Property;
- (k) costs of maintaining such portion of the main entry drives to the Condominium Property as lies within the right-of-way of said private road; and
- (l) all other costs and expenses that may be duly incurred by the Association through its Board from time to time in operating, protecting, managing, and conserving the Condominium Property and in carrying out its duties and responsibilities as provided by the Florida Condominium Act, this Declaration, the Articles of Incorporation, and the Bylaws.

10. MAINTENANCE, REPAIRS, REPLACEMENTS, AND ALTERATIONS. The respective obligations of the Association and the Unit Owners to maintain, repair, and replace the Condominium Property shall be as follows:

- (a) By the Association. Except as may be otherwise provided by the terms hereof, the Association shall maintain, repair, and replace as part of the Common Expenses:
  - (1) all of the Common Elements and Limited Common Elements as defined herein;
  - (2) all mechanical, ventilating, heating and air conditioning equipment serving the Common Elements;
  - (3) all exterior doors, except for the cleaning or painting of interior surfaces and except for the cleaning of any exterior glass surfaces;
  - (4) electrical wiring up to the circuit breaker panel in each Unit.
  - (5) water pipes up to Unit shutoff valve.
  - (6) cable television lines up to the wall outlet.
  - (7) main air conditioning condensation drain lines up to the point where the individual Unit condensate drain line attaches to the main drain line.
  - (8) sewer lines up to the point where they enter the individual Unit.

(9) all installations, fixtures and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.

(10) all structural and load bearing portions of a Unit or Limited Common Element, including all concrete slabs that constitute part of the Unit or Limited Common Elements

(11) all sod, shrubs, landscape berms, and other landscaping and irrigation along the right-of-way of the road and accessways within the Condominium Property, as well as such portion of the Condominium main entrance drives as lies within the right-of-way of said road; and

(12) all exterior windows, skylights, lanai screens, and lanai screen doors, except for the washing of windows and screens, and the maintenance, repair, and replacement of sliding glass doors and fixed glass portions of such assemblies, sliding screen doors, and screen doors on the front of a Unit, all of which shall be a Unit Owner responsibility.

The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any Common Elements, or other Condominium Property to be maintained by the Association, therein or accessible therefrom, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the Common Elements or to another Unit. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association may retain a pass-key to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides a key to the Association. If the Association is not given a key, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damage to his Unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his Unit caused by the non-availability of a key.

Notwithstanding anything in the Declaration to the contrary, the Association, by action of its Board, may assume some of the maintenance responsibilities of the Unit Owners for portions of the Units or Limited Common Elements provided the Board adopts a resolution setting forth the basis on which the Board has determined that the best interests of the community will be served by the Association assuming the maintenance rather than the Unit Owner. The resolution shall be included as part of the Association records and all expenses incurred by the Association in performing these assumed maintenance duties shall not be Common Expenses but shall be billed to the Owner(s) of the affected Units based on the cost incurred by the Association for the work on each Unit and its Limited Common Elements, which shall be collectible by the Association in the same manner as provided in this Declaration for the collection of Assessments. Any resolution adopted in accordance with this paragraph may be subsequently changed, rescinded or modified by action of the Board.

If the Board determines that any maintenance, repair, or replacement required to be made by the Association was necessitated by carelessness, negligence, or intentional act of a Unit Owner, his lessees, invitees, or guests, the cost of such maintenance, repair, or replacement together with reasonable attorney's fees and other expenses of collection, if any, shall be assessed against the Unit Owner and shall be payable by such Unit Owner within 30 days after delivery of written notice of the assessment.

Neither the Association nor any Unit Owner shall be liable for any damage to the property or person of any other Unit Owner or occupant caused by water intrusion into a Unit through the Common Elements or from another Unit resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source, unless the Association or Unit Owner is guilty of gross negligence or willful and wanton misconduct.

(b) By the Unit Owners. Each Unit Owner shall maintain, repair, and replace the following:

(1) everything within the confines of the Unit which is not part of the Common Elements or Limited Common Elements as defined herein, including but not limited to:

(A) paint, finish, covering, wallpaper, and decoration of the interior surfaces of all doors, walls, floors, and ceilings;

(B) all built-in shelves, cabinets, counters, storage areas, and closets;

(C) all refrigerators, stoves, ovens, disposals, compactors, dishwashers, water heaters, and other appliances and all bathroom fixtures, equipment, and apparatus;

(D) all electrical, plumbing, telephone, and television fixtures, apparatus, equipment, outlets, switches, wires, pipes, and conduits;

(E) all mechanical, ventilating, heating and air conditioning equipment;

(F) all interior doors, non-load bearing walls, partitions, and room dividers; and

(G) all furniture, furnishings, and personal property contained within the Unit.

(2) all heating and air conditioning equipment, if any, that has been designated as a Limited Common Element for the benefit of the respective unit.

(3) all sod, plants, flower beds, and other landscaping installed within any area that has been designated as a Limited Common Element for the benefit of the Unit provided however, the Unit Owner may request that the Association assume the maintenance of such landscaping. In the event that the Association is agreeable to the request, the Association shall thereafter be responsible for the work and the expense shall be billed to the Owner of the Unit based on the cost incurred by the Association for the work, which shall be collectible by the Association in the same manner as provided in this Declaration for the collection of Assessments.

(4) all improvements of whatever nature installed within any area that has been designated as a Limited Common Element for the benefit of the Unit other than those improvements constructed by Developer in accordance with the basic plans and specifications applicable generally to such areas. By way of examples, and not as limitation, pools, spas, water fountains, or paving installed in such areas are not included in the basic plans and specifications applicable generally to such areas and shall be maintained, repaired, and replaced by the Unit Owner.

Each Unit Owner shall be responsible for washing all screens, windows, and other exterior glass surfaces serving his or her Unit, and the maintenance, repair, and replacement of sliding glass doors and fixed glass portions of such assemblies, sliding screen doors, and screen doors on the front of a Unit.

In the event an Owner fails to fulfill the maintenance obligations as set forth above, the Association, at the discretion of the Board, may undertake such maintenance and make such repairs as the Board may deem necessary, and the cost thereof shall be assessed against such defaulting Unit Owner and shall be payable within 30 days after delivery of written notice of the assessment.

(c) Other Unit Owner Responsibilities:

(1) Lanais. The Unit Owner shall be responsible for the day-to-day cleaning and care of the walls, floor, and ceiling of their lanai. The Unit Owner shall also be responsible for the maintenance, repair, and replacement of all railings; sliding glass doors, including frames; fixed glass separating



the Unit from the lanai; the wiring, electrical outlet(s) and fixture(s) on the lanai; and the replacement of light bulbs.

The Association shall be responsible for the painting, repair, and replacement of exterior walls and ceilings (but not the painting of the wall separating the lanai from the Unit, or the ceiling, if the area has been enclosed by the Unit Owner), and the caulking of the railings, frames, fixed glass, and sliding glass doors.

(2) Interior Decorating. Each Unit Owner is responsible for all decorating within the Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

(3) Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association.

(4) Modifications and Alterations. If a Unit Owner makes any modifications, installations or additions to the Unit, the Common Elements, or the Limited Common Elements, including but not limited to the installation of hurricane shutters or gutters, the Unit Owner, and successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property, provided however, nothing herein shall be construed to authorize an Owner to proceed with such work without first obtaining the written approval of the Board as required in this Declaration.

(5) Use of Licensed and Insured Contractors. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit, Common Elements, or Limited Common Elements, such Owner shall be deemed to have warranted to the Association and its Members that his contractor(s) are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

(d) Alteration of Units or Common Elements by Unit Owners. No Owner shall make or permit the making of any alterations or improvements to the Common Elements or Limited Common Elements, or any material alterations or substantial additions to his or her Unit, including but not limited to modifying the floor plan, configuration, or structural character of the Unit, or in any manner change the exterior appearance of any portion of the Condominium Property, except decorations permitted by the Rules of the Association, without first obtaining the written approval of the Board, which approval may be denied if the Board determines that the proposed modifications or alterations would be inconsistent with the uniform appearance of the building or Condominium, or adversely affect, or in any manner be detrimental to, the Condominium in part or in whole.

Notwithstanding anything in the Declaration to the contrary, a unit owner must be given permission to attach a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep, to the mantle or frame of the door of unit of the Owner.

(e) Hurricane Shutters. Notwithstanding any provisions set forth hereinabove to the contrary, the Board shall adopt and approve a style and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. A Unit Owner may install an approved shutter without specific consent from the Board provided the hurricane shutter and all attachments and equipment conform in all respects to the approved hurricane shutter plans and specifications. No hurricane shutter except the color and style adopted by the Board shall be permitted.

(f) Pest Control. The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An Owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the Owner thereof must either permit the Association's pest control company to enter the Unit or must employ a licensed pest control company to enter the Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the Common Expenses, the election of an Owner not to use such service shall not reduce the Owner's Assessments.

(g) Alterations and Additions to Common Elements and Association Property by Association. The protection, maintenance, repair, insurance, and replacement of the Common Elements and Association Property is the responsibility of the Association and the cost is a Common Expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or the real property owned by the Association costing more than ten (10%) percent of the annual operating budget of the Association, including reserves, in the aggregate in any calendar year without prior approval by no less than two-thirds of the voting interests represented in person or by proxy at a duly noticed and convened membership meeting of the Association. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, or replace the Common Elements or Association Property also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner approval is required. Further, per the Condominium Act, a Board decision to install energy efficient devices in Common Elements or Association Property for the benefit of all Unit Owners does not require approval by the membership.

11. INSURANCE. The insurance that shall be carried upon the Condominium Property, including the Units, Common Elements, and Association property shall be as follows:

(a) Authority to Purchase Insurance. All insurance policies shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their respective interests may appear.

(b) Coverage.

(1) Casualty. The Association shall obtain and maintain fire, wind, general casualty, flood, and extended casualty insurance coverage with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the entire condominium, including Association property, the Common Elements, the Units, and the personal property of the Association, for the full replacement or insurable value thereof, including coverage for changes in building conditions. The Association must obtain an independent insurance appraisal on the Condominium Property, or an update of a prior appraisal, every thirty-six (36) months. The hazard insurance required under this provision must be based on the replacement cost of the property as determined by the appraisal. The Board, in the exercise of their business discretion, may determine to obtain the maximum flood insurance available under the National Flood Insurance Program and not obtain additional coverage that may be available through other sources. The Association shall hold the original policy of insurance, and institutional lenders shall be furnished, upon written request, mortgage endorsements covering their respective interests. The word "building", or its equivalent, in any hazard insurance policy issued to insure the Condominium Property does not include the following items, which must be insured by each Unit Owner: (1) personal property located within the Unit; (2) ceiling, floor and wall coverings; (3) electrical fixtures; (4) appliances; (5) water heater; (6) water filter; (7) built-in cabinets and countertops; (8) window treatments including curtains, drapes, blinds, hardware and similar window treatment components, to the extent any of the foregoing items are located within the Unit boundaries; and (9) any improvement or addition to the Condominium Property that benefits fewer than all Unit Owners must be insured by the Owners having the use thereof, or by the Association at the expense of the Owners having the use thereof. Each Unit Owner must obtain and maintain hazard insurance for the portions of the condominium property that must be insured by the Owner, and liability insurance. Effective January 1, 2009 every unit policy must contain a provision stating that the coverage of

such policy is excess coverage over the amount recoverable under any other policy covering the same property; special assessment coverage of no less than \$2,000 per occurrence; may not provide rights of subrogation against the Association; and must name the Association as an additional insured and loss payee. The Association must require each Unit Owner to provide evidence of currently effective policy of hazard and liability insurance upon request, but not more than once per year. The Association has the right to purchase the required individual unit policy if the Owner fails to provide proof of insurance within 30 days of written demand, and the cost of such policy may be collected from the Unit Owner in the same manner as an assessment.

(2) **Liability Insurance.** The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board may deem appropriate. The Board shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Unit Owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about the Owner's Unit, as the Owner may deem appropriate.

(3) **Worker's Compensation.** Such worker's compensation coverage as may be required by law.

(4) **Other Insurance.** Such other insurance as the Board may from time to time deem to be necessary, including but not limited to errors and omissions officers and directors liability insurance coverage, and insurance for the benefit of its employees.

(5) **Deductible and Other Insurance Features.** The Board shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment. The establishment of the deductible amount shall be based on industry standards and prevailing practices of communities similar in size and construction, available funds, and assessment authority, and the decision to establish the deductible shall take place at a Board meeting noticed and held as required by Section 718.111(11)(c), Fla. Stat.

(c) **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

(d) **Insurance Proceeds.** Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein.

(e) **Responsibility.** If the damage includes those parts of a Unit or Limited Common Element or additions or upgrades for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for the reconstruction and repair after casualty of said portion of the work, although the Association may perform the work on behalf of the Unit Owner if the damage is to an item that the Association insures when the Board deems it to be in the best interests of the Association to do so, including but not limited to, casualties where having multiple contractors may impede reconstruction efforts. When the Association is the recipient of insurance proceeds, such as in cases where a portion of the building is insured by the Association, but is the repair responsibility of the unit owner, the Association may condition the disbursement of insurance proceeds on approval of repair methods, the qualifications of the proposed contractor, the contract to be used, reasonable verification of appropriate steps to ensure that the work is done, and that the contractor is paid for the performance of said work. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

(f) Deductible. The deductible shall be paid by the party responsible for obtaining and maintaining insurance on the item damaged. For example, window damage not covered under the insurance policy obtained by the Association because of the application of a deductible provision under that policy shall be paid as a Common Expense of the Association notwithstanding that a Unit Owner may otherwise be responsible for the maintenance of the window under this Declaration. Damages to items that must be insured by a Unit Owner that are not covered by insurance obtained by that Unit Owner shall be the responsibility of the Unit Owner. The provisions hereof pertaining to responsibility to insurance shall not be interpreted to modify the party responsible for maintenance, repair, and replacement. Unit Owners shall remain responsible for maintenance and repairs to the portions of their Unit as provided elsewhere in this Declaration notwithstanding that the Association insures an item.

(g) Exceptions. Notwithstanding other provisions of this Section 11, as set forth in the Condominium Act, the Association has the right to require an Owner to cover reconstruction costs if the damage was caused by the intentional conduct, negligence, or failure of Owner (or guests, family, tenants, or others acting for, by or under the Owner) to comply with this Declaration, or rules of Association, or if the casualty losses were known or should have been known to the Owner and were not timely reported to the association.

(h) Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon any Unit and for each owner of any other interest in the Condominium property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

(i) Plans and Specifications. Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original improvements, if available, or if not, then according to plans and specifications approved by the Board. If reconstruction in accordance with the original plans and specifications cannot be effectuated due to governmental regulations intervening between the time of original construction and reconstruction, then the Board shall have authority to make such modifications to the construction plans as may be necessary to comply with such changes, as determined by the Board, provided however, the Condominium shall be terminated in the manner provided in this Declaration in the event one or more units will be eliminated by virtue of the application of governmental regulations.

(j) Estimates of Costs. Immediately after a determination is made to repair or reconstruct damage to property for which the Association has responsibility for repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost of the repair or reconstruction for which it is responsible.

(k) Additional Board Authority. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority after a casualty:

(1) To declare any portion of the Condominium Property or Association Property unavailable for occupation by Owners, tenants, or guests after a casualty, including during the rebuilding process. Such decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the Association, Owners, tenants, or guests, and must be supported by a written statement from a governmental official, engineer, architect, or other expert in the field as soon as reasonably practicable after the casualty.

(2) To mitigate damage and take action to prevent the spread of fungus (mold, mildew, etc.) including the right to remove wet drywall and carpet (even if the Owner is obligated to insure and/or replace those items), and to remove personal property from the Unit and store at an offsite location, with Owners responsible for reimbursing the Association for expenses for which the Owner is responsible.

(3) To contract on behalf of Unit Owners with said Owners responsible to reimburse the Association for items for which the Owner is responsible but which may be necessary to prevent

further damage. Without limitation, this includes, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units.

(4) To implement a disaster plan prior to, during or after an impending casualty including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners.

(5) To use reserve funds to meet Association needs, and use reserve funds as collateral for Association loans.

(6) To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

(7) To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association property.

(l) Assessments. If the insurance proceeds are insufficient to defray the estimated cost of repair that is the responsibility of the Association under this Declaration, assessments shall be made against all Unit Owners in sufficient amounts to provide the necessary funds for the payment of such costs. Such assessments shall be in proportion to the Unit Owner's share of the Common Expense and need not be approved by the Unit Owners.

(m) If the Condominium suffers substantial damage, which shall mean that more than one-half the Units in the Condominium are rendered uninhabitable, the Condominium may be terminated if two-thirds (2/3rds) of the total Voting Interests in the Condominium vote to terminate the Condominium within one hundred eighty (180) days of the casualty, which deadline may be extended an additional one hundred eighty (180) days if conditions after the casualty prevent the Association from noticing and conducting a membership meeting to vote on reconstruction or termination. Except for the consent of Institutional First Mortgagees, no further consent from any other person or entity shall be necessary to effectuate a termination of the Condominium after substantial damage. For purposes of this Declaration, "uninhabitable" shall mean that the Board has concluded that the Condominium Property cannot be restored to the condition (or a better condition) that existed prior to the casualty through available insurance proceeds, plus a special Assessment against each Unit Owner not to exceed 10% of the average fair market value of the Units, as determined by the Board and supported by a written statement from an engineer, architect, or other qualified expert. This calculation shall not include costs affiliated with those items the Unit Owner is obligated to repair or replace, at the Unit Owner's expense. A governmental agency's declaration or order that the Condominium Property may not be occupied due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are "habitable", a resolution enacted by the Board shall be binding on all parties, unless wholly arbitrary or contrary to law.

(n) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

(1) Costs of Protecting and Preserving the Property. If a person other than the person responsible for repair and reconstruction has properly advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.

(2) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be common surplus of the Association.

(3) Failure to Reconstruct or Repair. If it is determined in the manner provided in subsection (l) herein that the damage for which the proceeds are paid shall not be reconstructed or repaired and the condominium terminated, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagee(s) being payable jointly to them. The

Association may make partial distributions of each Unit's share of the funds at such times and in such aggregate amounts as the Board may deem appropriate. In determining the amount of any partial distribution, the Board shall ensure that sufficient funds are retained to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the Association has collected all insurance proceeds and all proceeds from the sale, to the extent applicable, of assets of the Association and has paid all applicable Association liabilities, and other costs reasonably incurred, the Association shall make a final distribution of each Unit's share of the remaining funds held by the Association. All distributions, whether partial or final, among the Owners shall be established in accordance with the respective values of the Units prior to the destruction as such values are determined by three experienced real estate appraisers selected by the Board. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

## 12. CONDEMNATION.

(a) Deposit of Awards with Association. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against the defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner.

(b) Determination Whether to Continue 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 a casualty.

(c) Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Association Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of the condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

(d) Association as Agent. The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

(e) Units Reduced but Tenable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(1) Restoration of Unit. The Unit shall be made tenable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.

(2) Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

(f) Unit Made Uninhabitable. If the taking is of the entire Unit, or so reduces the size of a Unit that it cannot be made habitable (as determined by the Board with the concurrence of the Owner(s) of the reduced Units and the owners and holders of any institutional mortgages on the reduced Units), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(1) Payment of Award. The awards shall be paid first to the applicable first mortgages in amounts sufficient to pay off their mortgages in connection with each Unit that is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgages of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking as determined by three appraisers in the manner provided in this Declaration for casualty loss. The balance, if any, shall be applied to repairing and replacing the Common Elements.

(2) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefore shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner required for capital improvements to the Common Elements pursuant to this Declaration.

(3) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute equally ownership of the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners.

(4) Assessments. If the balance of the award (after payments to the Unit Owners and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

(g) Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and mortgagee(s) of the Unit.

(h) Amendment. The changes in Units, in the Common Elements, in the ownership of the Common Elements and Common Surplus, and in the shares of the Common Expenses, that are effected by the taking shall be evidenced by an amendment to this Declaration that is only required to be approved by, and executed upon the direction of, a majority of the all directors of the Association

13. RESTRICTIONS UPON USE. No Owner, tenant, or other occupant of a Unit shall:<sup>o</sup>

(a) use the Unit other than for single-family residential purposes

(b) No business or trade shall be permitted to be conducted in a Unit, or anywhere else on the Condominium Property, except as follows:

(1) The Association is excluded from the general prohibition on the conduct of business given its duties and responsibilities under the Condominium Documents, and applicable law.

(2) Unit Owners and tenants may conduct limited professional or business activities incidental to the primary use of the Unit as a residence, if confined solely within their Unit, but only if the activity is in compliance with home occupation ordinances and regulations in Sarasota County, and the activity cannot be seen, heard or smelled by other residents of the Condominium, and provided further that no activity shall be permitted that results in an increase in pedestrian or vehicular traffic in the Condominium, nor shall any activities be permitted that would increase the insurance risk of other Owners, or the Association, or constitute a dangerous activity.

(c) do any of the following without the prior written consent of the Board (except as may be otherwise authorized by the provisions of paragraph 6): paint or otherwise change the appearance of any exterior wall, door, window, patio, screened terrace, balcony, or any exterior surface; tint, color, or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board; plant any planting outside of a Unit; erect any exterior lights or signs; place any signs or symbols in windows or on any balcony or exterior surface; erect or attach any structures or fixtures within or to the Common Elements; or make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to the Unit or to the Common Elements;

(d) permit loud and objectionable noises or obnoxious odors to emanate from the Unit or the Common Elements which may cause a nuisance to the occupants of other Units in the sole opinion of the Board, or install or maintain within the Unit any hard flooring material which creates or allows the transmission of excessive noises between Units in the sole opinion of the Board;

(e) make any use of the Unit or Common Elements which violates any laws, ordinances, or regulations of any governmental body;

(f) fail to conform to and abide by the provisions of the Condominium Documents, and such uniform rules and regulations in regard to the use of the Units and the Common Elements as may be adopted from time to time by the Board, or fail to allow the Board or its designated agent to enter the Unit at any reasonable time to determine compliance with the Florida Condominium Act, or the Condominium Documents;

(g) erect, construct, or maintain any wire, garbage or refuse receptacles, or other equipment or structures on the exterior of any building or on or in any of the Common Elements, except with the written consent of the Board. Bottles, cans, plastic and other recyclable materials should be placed in the designated recycling containers;

(h) An Owner or tenant may display one portable, removable United States flag in a respectful way, and certain armed forces service flags on designated holidays as permitted under the Condominium Act.

(i) No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any person other than the Association. Certain television, satellite, or other antenna systems may be erected or installed within a Unit or Limited Common Element reserved to the exclusive use of an Owner subject to compliance with the following requirements:

(1) Permitted antennas include (collectively hereinafter referred to as "antennas"):

(a) Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.

(b) Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

(2) Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any other Unit and in a location to minimize annoyance or inconvenience to other occupants if this placement would still permit reception of an acceptable quality signal. The Board may promulgate rules and policies on suitable locations for each Unit and its appurtenances, and the method of attachment to the building to protect the structural and weatherproofing integrity of the building.

(3) Safety Requirements. To safeguard the safety of the Unit Owner, occupants of the Unit in which the antenna is located, neighboring occupants, and other Owners, it shall be the obligation of the Owner to comply with all applicable local, state and federal safety requirements,



including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.

(4) Proviso. It is the intent of this provision to comply with the Telecommunications Act of 1996. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance or use; unreasonably increase the cost of antenna installation, maintenance or use; or preclude reception of acceptable quality signals. Unit Owners are encouraged to seek guidance from the Association concerning these matters but do not have to receive Association approval prior to installation. However, any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

(5) The installation and use of an antennae, or the nonuse of cable television service provided by the Association, shall not excuse an Owner from the obligation to pay a share of the expense of a bulk cable television contract if part of the Common Expenses of the Association.

(j) permit or suffer anything to be done or kept in the Unit or in or on the Common Elements which will cause damage to, or increase insurance rates on, any Unit or the Common Elements;

(k) commit or permit any public or private nuisance or illegal act in the Unit or the Common Elements;

(l) divide or subdivide the Unit for purpose of sale or lease (however, a Unit may be combined with an adjacent Unit and occupied as one Unit);

(m) obstruct the common way of ingress and egress to the other Units or the Common Elements;

(n) hang any laundry, garments, or unsightly objects from any balcony or in any place readily visible from outside the Unit or unreasonably obstruct the view from any other Unit;

(o) allow anything to remain in or on the Common Elements which would be unsightly or hazardous;

(p) allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided therefore, or fail to keep the Unit and the Limited Common Elements appurtenant thereto in a clean and sanitary condition at all times;

(q) allow any fire or health hazard to exist;

(r) interfere with the use of any areas reserved or assigned as a Limited Common Element for the benefit of another Unit or make use of any of the other Common Elements in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment;

(s) lease less than an entire Unit or lease a unit for a period of less than six months;

(t) No commercial vehicle (any vehicle used in a trade or business and having visible advertising or promotional symbols or information, exposed materials, or equipment); other than those present on business, nor any trailers, may be parked in the Condominium unless inside a garage. Boats, boat trailers, motorcycles, all-terrain vehicles (ATV), campers, motor homes, and other recreation vehicles (vehicles having either kitchen or bathroom facilities); and any vehicle not in operable condition or validly licensed, shall be permitted in the Condominium only if parked in a garage, provided however, that boats,

trailers, recreational vehicles, and other prohibited vehicles, may be temporarily parked in a driveway or street when they are being actively loaded or unloaded.

No vehicle shall be parked in the Condominium except on a paved driveway or inside a garage, provided however, temporary parking of motor vehicles on roads is permissible for guests, but not overnight. No maintenance or repair of any vehicle shall be permitted except within an enclosed garage, except for temporary emergency repairs such as charging a battery or fixing a flat tire. The operators of all motor vehicles shall obey posted speed limit signs and other motor vehicle regulations that may be posted.

The Board shall have the authority to prohibit any vehicle that would otherwise be permitted under this provision, if the Board determines, in the exercise of its business judgment, that the vehicle constitutes a safety hazard or is unsightly. The opinion of the Board shall be binding upon the parties unless wholly unreasonable. A written opinion rendered by legal counsel that a position adopted by the Board is not unreasonable shall conclusively establish the validity of such position.

(u) allow any animals to be kept in the Unit other than one cat or one dog and then only in conformity with the rule and regulations promulgated from time to time by the Board of directors, and birds and fish;

(v) discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain or portion of the Common Elements so as to harmfully affect any landscaping or plants or pollute any drainage system;

(w) make any modification to the portion of the Unit containing a garage so that same may not be used to store two vehicles.

14. SALE OR LEASE OF A UNIT. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the sale and leasing of a Unit by an Owner shall be subject to the following provisions:

(a) Transfers Subject to Approval. No Unit Owner may lease, or dispose of a Unit or any interest therein by sale without prior approval of the Board; provided, an Owner may transfer or lease a Unit to his or her spouse, another member of the Association or to a trustee if the Owner, his or her spouse or lineal descendants are the sole beneficiaries, without prior approval of the Association. The Board may delegate its authority to a single director, a committee or an agent.

(b) Approval of Leasing. All leases shall be subject to prior approval of the Association. Approval of the Association shall be withheld only if a majority of the entire Board so votes. Approval shall not be unreasonably withheld. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a Unit Owner or agent shall apply to the Association for approval of such lease; if desired, the Board may prescribe the application form. The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the Owner's obligation to furnish the lessee with a copy of all Condominium Documents. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium Documents. The Unit Owner shall have a duty to bring his or 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. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within fifteen (15) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond within 15 days shall be deemed to constitute approval.

(c) Disapproval of Leasing. If the Association disapproves a proposed lease or renewal, the Unit Owner shall receive a statement indicating the reason for the disapproval, and the lease shall not be made or renewed. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the tenant. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application if a denial is based upon any of the following factors:

(1) A person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons or property, or of a felony demonstrating dishonesty or moral turpitude.

(2) The application for approval on its face, or the conduct of applicant, indicates that the person seeking approval (which shall include all proposed occupants) intends to conduct himself in a manner inconsistent with the Condominium Documents.

(3) A person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by conduct in this Condominium as a tenant, Unit Owner or occupant of a Unit.

(4) A person seeking approval has failed to provide the information, fees, or appearance required to process the application in a timely manner.

(5) All assessments, fines or other charges against the Unit and/or Unit Owner have not been paid in full.

(d) Approval of Sale or transfer of Unit. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner: a Unit Owner intending to make a sale of the Unit or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Board if desired by the Board, and such other information concerning the intended sale and purchase as the Association may reasonably require, and shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser. The prospective purchaser shall make himself or herself available for a personal interview, if desired by the Board, prior to approval of such sale. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. Within thirty (30) days after receipt of such fully completed notice and information, and the holding of a personal interview, whichever date last occurs, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, in recordable form. Failure of the Association to respond within the thirty-day period shall constitute approval.

(e) Disapproval of Sale or Transfer of Unit. Approval of the Association shall be withheld only if a majority of the entire Board so votes. The Board shall consider the following factors and may confer with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

(1) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall include all proposed occupants) intends to conduct himself or herself in a manner inconsistent with the Condominium Documents.

(2) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

(3) The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts.

(4) The Owner allows a prospective owner to take possession of the premises prior to approval by the Association as provided for herein.

(5) The person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in this Condominium as a tenant, Unit Owner or occupant of a Unit.

(6) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

(f) Right of First Refusal, Duty to Provide Alternate Purchaser. The Association shall have no duty to provide an alternate purchaser, and the Association's right of first refusal shall be optional, in the event the transfer is rejected for cause based on one or more of the grounds for disapproval set forth above. If the Association disapproves a prospective purchaser without cause, the Association shall have the obligation to purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser who shall purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser. The closing between the selling unit owner and the Association, or the alternate purchaser, shall take place within sixty days after written notice of disapproval, or at such later date as the parties may agree.

(g) Screening Fees. The Association may require the payment of a preset screening fee simultaneously with the giving of notice of intention to sell or lease, said screening fee to be set by the Board from time to time and shall be in conformance with applicable law. No fee may be collected in connection with an application to renew a previously approved lease.

(h) If the owner and holder of a first mortgage of record acquires title to the Condominium Parcel as a result of the foreclosure of the mortgage, or by deed given in lieu of foreclosure, the Association shall not have a right to approve the transfer and the mortgagee shall automatically be entitled to membership in the Association. The sale of a Unit by a first mortgagee shall also be exempt from the right of approval by the Association. All other persons who may acquire title at a foreclosure or judicial sale are subject to approval of the Association as provided herein. If circumstances do not permit approval prior to the transfer, then the acquisition of title shall be subject to subsequent approval of the Association.

**15. ASSESSMENTS AND LIENS.** The Board shall approve annual budgets of anticipated income and expenses for each fiscal year and thereupon shall levy an annual assessment against each Unit based upon its proportionate share of the Common Expenses as provided herein. Said annual assessments shall be collected in the manner provided in the Bylaws. A Unit Owner, regardless of how title is acquired, is liable for all assessments that become due while an Owner of the Unit. In a voluntary conveyance, the grantee is jointly and severally liable with the grantor for all unpaid assessments against the latter for the grantor's share of the Common Expenses accrued to the time of the voluntary conveyance. If a Unit is sold on an Agreement for Deed, the selling owner remains jointly liable with the purchaser for all unpaid and accruing assessments against the owner until a deed is delivered and recorded and a copy, with recording data, is furnished to the Association.

(a) In addition, the Board shall have the power to levy special assessments against the Unit Owners in proportion to each Unit's share of the Common Expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year.

(b) Any assessments, including assessments made pursuant to the provisions of paragraphs 10 and 11 hereof, which are not paid when due shall be subject to a late charge equal to the greater of \$25.00 or 5% of the assessment amount per occurrence, and shall bear interest from the due date until paid at the maximum rate allowed by law, but not to exceed 15% per annum. Any payment received by the Association shall be applied first to any interest accrued on the assessments, then to any late charge, then to any costs and reasonable attorneys' fees incurred in collection and last to the delinquent assessment. No payment by check is deemed received until the check has cleared.

(c) The Association shall have the remedies and liens provided by the Florida Condominium Act with respect to unpaid assessments of any kind, including late charges, accrued interest and reasonable attorney's fees incurred by the Association incident to the collection of an assessment or enforcement of a lien, including attorney's fees for appellate proceedings. The Association shall provide not less than 30 days written notice, via certified mail or equivalent, prior to filing of a lien for unpaid assessments. If any special assessment is payable in installments and a Unit Owner defaults in the payment of an installment, the remaining installments of such special assessment may be accelerated by the Association to maturity by giving the defaulting Unit Owner 10 days notice of intent to accelerate unless all delinquent sums are paid within that time.

(d) The Association may also levy special charges against any individual Unit for any amounts other than Common Expenses which are properly chargeable against such Unit under the Condominium Documents.

(e) Certificate As To Assessments. Within fifteen (15) days after request by a Unit Owner, Unit purchaser or mortgagee, the Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the Unit with respect to the Condominium Parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association may charge a reasonable fee for the preparation of the certificate, which fee must be stated in the certificate. The authority for the fee must be established in written resolution adopted by Board or in a written management contract.

#### 16. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES.

(a) Approvals. Written consent of the Institutional Lenders of a Unit shall be required for certain amendments to the Declaration as provided in Section 23 of this Declaration, which consent shall not be unreasonably withheld.

(b) Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or substantial damage to, or destruction of, any Unit or any part of the Common Elements, the record institutional holder of any first mortgage on an affected Unit shall be entitled to notice.

(c) Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a Condominium Parcel as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the mortgagee shall not be liable for the share of Common Expense or Assessments attributable to the Condominium Parcel, or chargeable to the former Owner of the Unit, which came due prior to the mortgagee's acquisition of title, except as required by the Condominium Act, as it may be amended from time to time. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Unit Owners, including the acquirer and his successors and assigns. No Owner or acquirer of title to a Condominium Parcel by foreclosure (or by a deed in lieu of foreclosure) may during his period of ownership, whether or not the parcel is occupied, be excused from the payment of any Assessments coming due during the period of such ownership.

(d) Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. A mortgagee shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale.

(e) Right to Inspect Books. The Association shall make available to Institutional Lenders, upon request, current copies of the recorded Condominium Documents and the books, records and financial statements of the Association. "Available" means ready for inspection, upon written request during normal business hours, or under other reasonable circumstances. Photocopies provided at the request of the mortgagee shall be at the expense of the mortgagee.

(f) Financial Statement. Any Institutional Lender is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

(g) Lender's Notices. Upon written request to the Association, any Institutional Lender shall be entitled to timely written notice of:

(1) Any delinquency of sixty (60) days or longer in the payment of assessments or charges owed by the Owner of any Unit on which it holds a mortgage.

(2) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(3) Any proposed action that requires the consent of the Institutional Lenders.

17. EASEMENTS. The respective rights and obligations of the Unit Owners, the Association, and others concerning easements affecting the Condominium Property, shall include the following:

(a) Reserved for Association. Developer reserved for the benefit of Association, its successors and assigns, perpetual easements for ingress and egress and for the installation, construction, repair, maintenance, and replacement of lines, pipes, wells, drains, cables, equipments, apparatus, structures, roads, driveways, and other improvements for private or public utility services of all kinds, including without limitation, water, sewer, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal, over, under, through, and across the Common Elements.

(b) Granted to Unit Owners. Each Unit Owner is hereby granted a nonexclusive perpetual easement for ingress and egress to and from his respective Unit through the Common Elements and a perpetual easement for encroachments which may exist now or in the future by inaccuracies in construction or settlement or movement of the building, which encroachments shall be allowed to remain undisturbed until they no longer exist.

(c) Granted to Utilities. All public and private utility companies rendering utility services to the Condominium as of the time of recording of this Declaration were granted a perpetual nonexclusive easement for the construction, installation, maintenance, repair, and replacement of the equipment, structures, and other improvements by which such utility services are respectively provided over, under, across, and through such portion of the common elements as may be reasonably necessary therefore. The use of any easement granted hereunder shall not include the right to disturb any building or structure on the Common Elements, and any damage caused to same shall be repaired at the expense of the company causing such damage. In the event a utility company's use of an easement granted hereunder causes a disturbance of the surface of the land, the roadways, grass, landscaping, and other improvements which are disturbed shall be restored promptly by the utility company as nearly as possible to the prior condition.

(d) Authority of Association. The Association shall have the right to grant easements under, over, across, and through the Condominium Property to such persons or entities and for such purposes as the Board may deem appropriate by recording in the Public Records of Sarasota County, Florida, an instrument duly executed by the president or vice-president of the Association.

18. COMMON FACILITIES. Developer made available certain common facilities for all of the unit owners in Woodbridge Estates, which facilities are described hereinafter in the paragraph and are referred to in this Declaration as "Common Facilities". The Common Facilities were conveyed to the Association and constitute Association Property. All costs and expenses incurred in the maintenance, repair, and replacement of the Common Facilities and the insurance and taxes thereon shall be paid by the Association as a part of the Common Expense assessed to the Unit Owners. The use of such facilities shall be subject to such restrictions, rules, and regulations as may be promulgated by the Board. Said Common Facilities and particular restrictions regulated to same are as follows:

(a) **Recreational Facilities.** Developer refurbished a home known as the "Manor House". The Manor House is shown on the Survey within Tract III, together with an adjacent swimming pool and two regulation tennis courts. The Board is authorized to lease the Manor House for short term occupancy subject to fees, terms and conditions acceptable to the Board, and may also allow Unit Owners or tenants to reserve the exclusive use of a portion or all of the Manor House, or adjacent facilities, for temporary social occasions. The Board may impose use fees and require damage deposits incident to such use.

(b) **Sewer Plant.** The condominium is served by a sewer plant which is shown on the Survey within Tract II. It is operated under a franchise issued by Sarasota County to the Association. It serves only Woodbridge Estates. The cost and expense incurred in the care, maintenance and operation of same shall be paid by the Association.

(c) **Lake Woodbridge.** A lake shown on the Survey within Tract I is restricted to open space use and drainage purposes only.

(d) **Entranceway.** Developer constructed an entranceway and gate house which is part of the Common Elements. An easement between the gate house and the right-of-way of Swift Road is shown on the Survey and has been granted to the adjacent property owner.

The Association shall mow, keep clean and presentable and fully maintain the area between the boundary of the Condominium Property and the edge of the pavement of any abutting right-of-way, together with all median strips, to the extent not maintained by Sarasota County. The cost of same shall be assessed as other costs for maintenance of Common Facilities set forth in this paragraph.

**19. LIMITATION ON USE OF RECREATIONAL FACILITIES.** In order to conserve the Recreational Facilities and Common Facilities available to this Condominium and to preserve such facilities for the maximum enjoyment and pleasure of all concerned, the use of such facilities shall be limited only to the immediate persons in residence in any Unit from time to time and their occasional guests. In the event a Unit is rented, the tenant and his family and occasional guests may use such facilities to the exclusion of the Owners of the Unit and his family. Persons in residence in Units owned by multiple or corporate owners shall be entitled to use such facilities during periods of such residence to the exclusion of other multiple owners or corporate officials or their invitees.

**20. MANAGEMENT AGREEMENT.** The Board is authorized to enter into an agreement with any licensed person or legal entity to act as managing agent to handle the administrative affairs of the Association and the maintenance of the condominium upon such terms and conditions as the Board may deem to be in the best interests of the Condominium and the Unit Owners. The Board shall, however, retain at all times the power to adopt budgets, levy assessments, promulgate rules, and otherwise determine matters of a nonministerial character.

**21. REMEDIES FOR DEFAULT.** In addition to the remedies provided by the statute and common law and the remedies elsewhere provided herein, a default by the Owner, tenant, or occupant of any Unit in complying with the provisions and requirements of the Florida Condominium Act or the Condominium Documents, shall entitle the Association to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover costs and expenses, including reasonable attorney's fees to be determined by the Court for trial and appellate proceedings. The failure of the Association, or any Unit Owner to enforce any covenant, restrictions or other provision of the Condominium Documents shall not constitute a waiver of the right to do so thereafter.

**22. TERMINATION.** The Condominium Property may be removed from the provisions of this Declaration, and the Condominium thereby terminated, at any time by affirmative vote of the owners of 80 percent of the Units in this Condominium. In the event of termination, the rights of Unit Owners, and owners of mortgages or other liens, and the procedure for liquidation of the Condominium assets as provided in paragraph 11 above with respect to total or substantial destruction shall apply and shall be accomplished as provided in Section 718.117, Fla. Stat.

23. AMENDMENTS. Subject to other provisions of this Declaration relative to amendment, this Declaration may be amended in the following manner:

(a) Notice. A copy of a proposed amendment shall be included in the notice of any meeting of the members of the Association of which a proposed amendment is to be considered. There shall be at least fourteen (14) days written notice to each Unit Owner in advance of the meeting and notice shall be continuously posted at a designated conspicuous place on the Condominium Property at least fourteen (14) days prior to said meeting. The foregoing requirements as to meetings are not to be construed, however, to prevent Unit Owners from waiving notice of the meetings or from acting by written agreement without meetings.

(b) Resolution. A resolution for the adoption of a proposed amendment may be proposed by either the Board, or by not less than twenty percent (20%) of the Voting Interests of the Members. Approval of a proposed amendment must be by not less than two-thirds of the Voting Interests participating in person or by proxy at a duly noticed and convened meeting.

(c) Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner, nor against any Unit, or class or group of Unit Owners, unless the Unit Owners so affected and their mortgagees, if any, shall unanimously consent in writing; no amendment may permit timeshare estates or fractional ownership interests to be created in any Unit unless every Unit Owner and the record owners of mortgages on every Unit, join in the amendment; and no amendment shall materially alter any Unit or its appurtenances, nor change the share of the Common Expenses or ownership interest in the Common Elements or Common Surplus, unless the Owner of the Units concerned and record owners of mortgages on such Units shall join in the execution of the amendment.

(d) Executed and Recorded. No amendment shall be effective unless it be in writing, executed by the president or vice president and attested by the secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County. Any amendment so executed and recorded shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of the Condominium Documents. It shall not be necessary for the individual owners of units or holders of recorded liens thereon to join the execution of any amendment, except as specifically provided herein.

(e) Mortgagee Approval. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage on the Condominium Property or any part thereof, or which would materially alter, amend or modify, the rights, powers, and privileges granted and reserved herein in favor of any Institutional Lenders without the consent of all such mortgagees. The consent of the mortgagees may not be unreasonably withheld.

24. BINDING EFFECT. All provisions of this Declaration shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until this Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

25. SEVERABILITY. If any provision of this Declaration, the Articles of Incorporation, or the Bylaws or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid by a court of competent jurisdiction, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

**THE SIGNATURE PROVISIONS FOLLOW ON THE NEXT PAGE**



The Board of Directors hereby certify the accuracy of the recitals herein and execute this Amended and Restated Declaration of Condominium this 27 day of August, 2009.

[Signature]  
Witness signature  
Jennifer Warren  
Print name of witness

[Signature]  
Witness signature  
George Niel  
Print name of witness

Woodbridge Estates Association, Inc.

[Signature]  
By: \_\_\_\_\_, President

[Signature]  
Attest: \_\_\_\_\_, Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27 day of August, 2009 by Vanessa S Smith, as President, and by John Tabern, as Secretary of Woodbridge Estates Association, Inc., on behalf of the Association. They are personally known to me or have produced \_\_\_\_\_ as identification. If no type of identification is indicated they are personally known to me.

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_



# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on February 27, 2009, for WOODBRIDGE ESTATES ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N07050.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Fourth day of March, 2009



CR2EO22 (01-07)

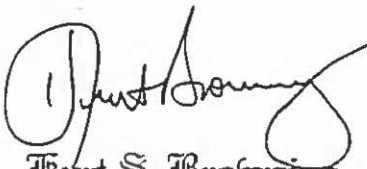
  
Kurt S. Brooking  
Secretary of State

EXHIBIT 'A'

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AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF

WOODBRIDGE ESTATES ASSOCIATION, INC. SECRETARY OF STATE  
CALLAHANASSEE, FLORIDA

WHEREAS, the original Articles of Incorporation of Woodbridge Estates Association, Inc. were filed with the Florida Department of State on January 10, 1985, and

WHEREAS, these Amended and Restated Articles of Incorporation contain amendments to all the Articles, and

WHEREAS, not less than a majority of the entire membership of the Board of Directors approved the amendments and these Amended and Restated Articles of Incorporation at a duly noticed and convened Board meeting held on October 13, 2008, and

WHEREAS, not less than a majority of the entire membership of the Association approved the amendments and these Amended and Restated Articles of Incorporation at a duly noticed and convened membership meeting held on January 19, 2009, and

WHEREAS, the number of membership votes cast for the amendments were sufficient for approval under the corporation documents and applicable law.

NOW THEREFORE, the following are adopted as the Amended and Restated Articles of Incorporation of Woodbridge Estates Association, Inc.

ARTICLE I  
NAME OF CORPORATION AND PRINCIPAL ADDRESS

The name of this corporation shall be Woodbridge Estates Association, Inc., hereinafter referred to as Association. The principal office and mailing address of the Association shall be located at 2768 Moss Oak Drive, Sarasota, Florida 34231. The Directors of the Association may change the location of the principal office from time to time.

ARTICLE II  
PURPOSES

The purposes of this corporation shall be the operation and management of the affairs and property of the condominium known as Woodbridge Estates, a Condominium located in Sarasota County, Florida, and to perform all acts provided in the Declaration of Condominium and the Florida Condominium Act, Chapter 718, Florida Statutes.

ARTICLE III  
POWERS

The Association shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in the Florida Condominium Act and the Declaration of Condominium, as amended from time to time.

ARTICLE IV  
MEMBERS

All persons owning legal title to any of the condominium units of the Condominium, which interest is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be members. Membership shall terminate automatically and immediately as a member's vested interest in the record legal title terminates, except that upon termination of the entire condominium project, the

membership shall consist of those who were members at the time of each conveyance of the respective units to the Termination Trustee as provided in said Declaration of Condominium.

After the Association approves of a conveyance of a condominium unit as provided in the Declaration of Condominium, the new unit owner shall deliver to the Secretary a copy of the recorded deed or other instrument of conveyance.

#### **ARTICLE V VOTING RIGHTS**

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

#### **ARTICLE VI INCOME DISTRIBUTION**

No part of the income of the Association shall be distributable to its members.

#### **ARTICLE VII REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be 2477 Stickney Point Drive, Suite 118A, Sarasota, Florida 34231, and the registered agent at such address shall be Argus Property Management. The Board of Directors may change the registered agent and office at any time in accordance with legal requirements then in effect.

#### **ARTICLE VIII EXISTENCE**

The term for which this corporation is to exist shall be perpetual, unless dissolved according to law.

#### **ARTICLE IX BOARD OF DIRECTORS**

A governing board called the Board of Directors, who shall be elected and serve in accordance with the Bylaws, shall manage the affairs of this corporation.

#### **ARTICLE X BYLAWS**

The Bylaws of this corporation may be amended, altered or rescinded in the manner provided in such Bylaws.

#### **ARTICLE XI AMENDMENTS**

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

- A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.
- B. A resolution for the adoption of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board of Directors, or by not less than twenty (20%) percent of the voting interests of the Association.

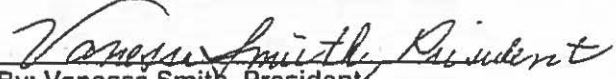
- C. Except as otherwise required by law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by vote of not less than a majority of the entire membership of the Board of Directors and by vote of not less than two-thirds (2/3rds) of the voting interests of those members who are present in person or by proxy at a duly noticed and convened membership meeting.
- D. An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Sarasota County, Florida.

**ARTICLE XII  
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

- A. Indemnity. The Association shall indemnify any person serving as a director, officer, or committee member to the fullest extent permitted under Section 607.0850, Florida Statutes.
- B. Additional Indemnification. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled by law, agreement, vote of a majority of the voting interests of the 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.
- C. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member against any liability asserted against the person and incurred by the person 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 the person against such liability under the provisions of this Article. Notwithstanding anything in this Article to the contrary, the provision herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

The recitals set forth in these Amended and Restated Articles of Incorporation are true and correct and are certified as such by the Board of Directors this 24 day of February, 2009.

Woodbridge Estates Association, Inc.

  
By: Vanessa Smith, President

**AMENDED AND RESTATED BYLAWS  
OF  
WOODBRIIDGE ESTATES ASSOCIATION, INC.**

**WHEREAS**, the original Bylaws of Woodbridge Estates Association, Inc. were recorded with the Declaration of Condominium of Woodbridge Estates, a Condominium in the Public Records of Sarasota County, Florida at Official Records Book 1963, Page 2722, et seq., and

**WHEREAS**, these Amended and Restated Bylaws were adopted by not less than a majority of the entire membership of the Board of Directors at a meeting held on October 13, 2008, and

**WHEREAS**, not less than a majority of the entire membership of the Association approved the amendments and these Amended and Restated Bylaws at a duly noticed and convened membership meeting held on December 8, 2008, as adjourned and reconvened on January 19, 2009.

**NOW THEREFORE**, the following are adopted and recorded as the Amended and Restated Bylaws of Woodbridge Estates Association, Inc.

1. **Identity.** These are the Bylaws of Woodbridge Estates Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of administering the condominium known as Woodbridge Estates, a Condominium located in Sarasota County, Florida,
  - 1.1 **Principal Office.** The principal office of the Association shall be 2768 Moss Oak Drive, Sarasota, Florida 34231, or at such other place the Board of Directors may designate from time to time.
  - 1.2 **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 (1985).
2. **Definitions.** The terms used herein shall have the same definitions as stated in the Florida Condominium Act (Chapter 718, Florida Statutes) unless the context requires otherwise.
3. **Members.** The members of the Association shall be the record owners of legal title to the units.
  - 3.1 **Qualifications.** Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing the member's legal title to the unit.
  - 3.2 **Voting Rights: Voting Interests.** The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of votes ("voting interests") is equal to the total number of units (60). The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. The following persons shall be authorized to cast a vote on behalf of a unit depending on the specified ownership interests:
    - (a) If a unit is owned by one natural person, that person has the right to cast a vote on behalf of the unit.
    - (b) If a unit is owned jointly by two or more persons, any of the record owners may cast a vote on behalf of the unit.

(c) If a unit is subject to a life estate, any of the life tenants may cast a vote on behalf of the unit, or the holder(s) of the remainder interest may cast the vote.

(d) If the owner of a unit is a corporation, any officer of the corporation may cast the vote of behalf of the unit.

(e) If a unit is owned by a partnership, any general partner may cast the vote on behalf of the unit.

(f) If a limited liability company owns a unit, any authorized agent may cast the vote on behalf of the unit.

(g) If a unit is owned by a trustee(s), the vote for the unit may be cast by any trustee of the trust, or by any grantor or beneficiary of the trust provided the grantor or beneficiary occupies the unit.

In a situation where there are two or more persons authorized to cast a vote on behalf of a unit, it shall be presumed that the person casting the vote has the consent of all such persons. In the event the persons who are authorized to vote on behalf of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted.

3.3 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 may be expressed by any person authorized to cast the vote of such unit at an Association meeting as stated in Section 3.2 above, unless the joinder of all owners is specifically required.

3.4 Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominium during the period of the membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

#### 4. Members' Meetings: Voting.

4.1 Annual Meeting. The annual members' meeting shall be held in Sarasota County on the date, at the place, and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than twelve (12) months after the last preceding 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.

4.2 Special Meetings. Special members' meetings may be called by the President, Vice President, or by a majority of the Board of the Association, and must be called by the Association upon receipt of a written request from twenty percent (20%) of the voting interest. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings shall be held in Sarasota County on the date, at the place, and at the time determined by the Board.

4.3 Notice of Meeting: Waiver of Notice. Notice of a meeting of members shall state the time, place, date and the purpose(s) for which the meeting is called. The notice shall include an agenda. A copy of the notice shall be continuously posted at the designated location on the Condominium property not less than fourteen (14) days

before the meeting. The notice of any members' meeting shall be provided to every member by one of the following methods: (1) mailed postpaid and correctly addressed to the member's address shown in the current records of the Association, or (2) be hand delivered to the member who must in that event sign a receipt, or (3) be electronically transmitted to a correct facsimile number or electronic mail address at which the member has consented to receive notice. Each member bears the responsibility of notifying the Association of any change of address. Consent by a member to receive notice by electronic transmission shall be revocable by the member by written notice to the Association. Each member bears the responsibility of notifying the Association of any change of address. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days prior to the date of the meeting. Proof of notice shall be given by affidavit.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member shall constitute such member's waiver of notice of such meeting, except when 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.

- 4.4 Quorum. A quorum at members' meetings shall be obtained by the presence, either in person or by proxy, of one-third of the total voting interests of the members (20 of 60).
- 4.5 Voting. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all unit owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws.
- 4.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 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 person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the unit and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be persons eligible to cast a vote on behalf of a unit as set forth in Section 3.2 of these Bylaws, or a spouse or significant other of an eligible voter. For purposes hereof, a "significant other" shall mean a person who resides with the owner and is designated by the owner to qualify as such.

Except as specifically otherwise provided in this paragraph, members may not vote by general proxy, but may vote by use of a limited proxy. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Declaration, the Articles of Incorporation, or Bylaws; and for any other matter which the Florida Condominium Act requires or permits a vote of the unit owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. No proxy may be used to vote on the election of directors. The election of directors shall be by ballot in accordance with Section 5.3 of these Bylaws.

An executed proxy appearing to have been transmitted by the proxy giver, including a facsimile 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 his or her proxy.

- 4.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.
- 4.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Call to order by President;
  - (b) Collection of director ballots;
  - (c) Appointment of inspectors of election and tallying of director ballots;
  - (s) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a member or a director);
  - (e) Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the owners represented in person, by proxy;
  - (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) Announcement of elected directors;
  - (m) Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson.

- 4.9 Minutes of Meeting. The minutes of all meetings of unit owners shall be kept available for inspection by unit owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.
- 4.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, provided the Association provides a letter or similar communication to each owner via one of the methods

set forth in Section 4.3 of these Bylaws that explains the proposed action. The communication shall include a form of consent to permit each owner to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as if present at the meeting.

## 5. Directors.

- 5.1 Number, Tenure and Qualifications. The affairs of the Association shall be governed by a Board not less than three or more than seven directors, and shall be fixed at five members until changed by adoption of a membership resolution. All directors shall be elected to two-year terms, provided however, that either the Board of Directors or the membership shall have the authority to temporarily assign a one-year term to one or more director positions if necessary to continue a scheme of staggering the Board, to promote continuity of leadership, so that either three or four Board members are elected each year. A Director's term ends at the annual election at which his or her successor is to be duly elected, or at such other time as may be provided by law.
- 5.2 Qualifications. Every director must be at least 18 years of age and a person that is eligible to cast a vote on behalf of a unit as set forth in Section 3.2 of these Bylaws, or a spouse, parent, child, or significant other of an eligible voter. For purposes hereof, a "significant other" shall mean a person who resides with the owner and is designated by the owner to qualify as such. Co-owners of a Unit may not serve on the Board at the same time.
- 5.3 Election of Directors. The following procedures shall apply to Director elections:
- (a) Any eligible person desiring to be a candidate may submit a self-nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.
  - (b) The ballot prepared for the annual meeting shall list all Director candidates in alphabetical order. Ballots shall be mailed to all voting interests with notice of the annual meeting and may be returned to the Association prior to the meeting, or cast at the meeting.
  - (c) There shall be no nominations from the floor on the date of the election.
  - (d) The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin by a neutral party.

- (e) No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. The candidates shall automatically be elected and their names announced at the annual meeting.

5.4 Vacancies on the Board.

If the office of any director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

- (a) If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.
- (b) If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes, governing the method of selecting successors, and providing procedures for the operation of the Association during the period after the recall but prior to the designation of successor directors sufficient to constitute a quorum.

For purposes of the foregoing provisions, in order to establish a quorum at the Board of Director's meeting held to elect a replacement member to the Board, it shall be necessary only for a majority of the remaining directors to attend the meeting, either in person or by telephone conference participation. No other business may be transacted at the meeting until a quorum of the entire Board of Directors is present.

- 5.5 Removal of Directors. Any or all directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. The question shall be determined separately as to each director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.
- 5.6 Organizational Meeting. The organizational meeting of directors shall be held within ten (10) days of the annual election at such place and time as shall be fixed by the directors. Notice of the organizational meeting shall be posted at the designated location on the Condominium property at least 48 continuous hours in advance of the meeting.
- 5.7 Regular Meetings. Regular meetings of the Board shall be held in Sarasota County at a location and at such times as shall be determined by a majority of the directors. Except for meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board shall be open to all unit owners who may participate in accordance with the written policy established by the Board. Notice of such meetings shall be posted at a designated location on the

Condominium property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which regular monthly assessments are to be considered shall contain a statement that assessments will be considered and the nature of such assessments. Written notice of any meeting at which a non-emergency special assessment, or at which amendment to rules regarding unit use, will be considered, shall be provided to the members via one of the methods set forth in Section 4.3 of these Bylaws and posted at a designated location on the Condominium property not less than 14 continuous days prior to the meeting. The notice shall state the nature, estimated cost, and description of each purpose to be funded by the special assessment. Evidence of compliance with this 14-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.

- 5.8 Special Meetings. Special meetings of the Board may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of a majority of the directors. Special meetings of the Board shall be noticed and conducted in the same manner as provided herein for regular meetings. Members representing not less than twenty (20%) percent of the total voting interests may petition for an item of business to be discussed at a Board meeting.
- 5.9 Notice to Board Members/Waiver of Notice. Notice of Board meetings shall be given to Board members personally or by mail, telephone, email, or by facsimile transmission which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when 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.
- 5.10 Quorum. Except as provided in Section 5.4 hereof, a quorum at directors' meetings shall consist of a majority of the entire Board. 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, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these Bylaws. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes.
- 5.11 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 5.12 Joinder in Meeting by Approval of Minutes. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend, but such action may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

5.13 Presiding Officer. The presiding officer at the directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the directors present may designate any person to preside.

5.14 Order of Business. If a quorum has been attained, the order of business at directors' meetings shall be:

- (a) Call to order by President;
- (b) At the discretion of the President, appointment by the President of a chairperson of the meeting (who need not be a member or a director);
- (c) Proof of due notice of meeting;
- (d) Calling of the roll and determination of a quorum;
- (e) Reading and disposal of any unapproved minutes;
- (f) Report of officers and committees;
- (g) Election of officers;
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

Such order may be waived in whole or in part by direction of the President, or the presiding officer.

5.15 Minutes of Meetings. The minutes of all meetings of the Board shall be kept in a book available for inspection by unit owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

5.16 Executive Committee. The Board may, by resolution duly adopted, appoint an Executive Committee to consist of two (2) members of the Board. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the common expenses required for the affairs of the Condominium, (b) to determine the assessments payable by the unit owners to meet the common expenses of the Condominium, (c) to adopt or amend any rules and regulations governing the details of the operation and use of the Condominium property, (d) to fill vacancies on the Board or (e) to borrow money.

5.17 Other Committees. The Board may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee members, and designate the chairpersons of each committee.

Any committee authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the Association budget, shall conduct their affairs in the same manner as provided in these Bylaws for Board meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the unit owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

6. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board by the unit owners. Such powers and duties of the Board shall include the following:

- (a) Operating and maintaining the common elements, limited common elements and Association Property.
- (b) Determining the common expenses required for the operation of the Condominium and the Association.
- (c) Collecting the assessments for common expenses from unit owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the common elements.
- (e) Adopting and amending rules and regulations concerning the operation and use of the Condominium property, subject to the authority of the members to overrule such rules, as provided in Section 15 of these Bylaws.
- (f) Maintaining accounts at depositories on behalf of the Association and designating the signatories therefore.
- (g) Obtaining and reviewing insurance for the Condominium property.
- (h) Making repairs, additions and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the Condominium property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (i) Enforcing obligations of the unit owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (j) Levying fines against unit owners for violations of the rules, regulations and restrictions established by the Association to govern the conduct of occupants at the Condominium. The Board may levy a fine against a unit owner, not to exceed the maximum amount permitted by law, for each violation by the owner, or his or her tenants, guests or visitors, of the Declaration, Articles, Bylaws, or rules and regulations, and a separate fine for each repeat or continued violation, provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was

provided. The Board shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, Bylaws, or Rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as directors or residing in the Unit of a director. If the panel, by majority vote, which may be taken by secret ballot, does not agree with the fine, it may not be levied. The minutes of the hearing shall contain a statement of the results of the hearing, and the fine, if any, that was imposed.

The unit owner shall be liable for all attorney fees and costs incurred by the Association incident to the levy or collection of the fine, including but not limited to attendance at the hearing. Any partial payments received by the Association shall be first applied against attorney fees, then costs, then the unpaid fines.

- (k) Borrowing money on behalf of the Condominium, and pledging assessments as collateral, when required in connection with the operation, care, upkeep and maintenance of the common elements; provided, however, that the consent of at least two-thirds (2/3rds) of the voting interests present in person or by proxy at a duly noticed and convened membership meeting shall be required for the borrowing of any sum in excess of twenty percent (20%) of the annual budget of the Association, including reserves. If any sum borrowed by the Board on behalf of the Condominium pursuant to the authority contained in this subparagraph is not repaid by the Association, a unit owner who pays to the creditor such portion thereof as his interest in his common elements bears to the interest of all the unit owners in the common elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such unit owner's unit.
- (l) Contracting for the management and maintenance of the Condominium property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the common elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

All contracts for the purchase, lease, or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one

year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding five (5%) percent of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape engineers), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.

Contracts must disclose any financial or ownership interest a board member, or any party providing maintenance or management services to the Association, holds with the contracting party. Any contract between the Association and an officer or director, or a non-natural entity in which an officer or director holds a financial interest, must comply with Section 718.3025, Fla. Stat, including the disclosure requirements, approval of contract by a super-majority of board, and an opportunity for the membership to cancel the contract with limited liability.

- (m) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.
- (n) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of units, not to exceed the maximum amount permitted by law in any one case.
- (o) Adopting hurricane shutter specifications for the condominium, which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.
- (p) Convey a portion of the common elements to a condemning authority to provide utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

7. Emergency Board Powers.

In the event of any "emergency" as defined in Section 7(g) below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, or the Condominium Act, as amended from time to time.

- (a) The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.
- (b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- (c) During any emergency the Board may hold meetings with notice given only to those directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The director or directors in attendance at such a meeting shall constitute a quorum.



- (d) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.
- (e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- (f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (g) For purposes of this Section only, an "emergency" exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to:
  - (1) a state of emergency declared by local civil or law enforcement authorities;
  - (2) a hurricane warning;
  - (3) a partial or complete evacuation order;
  - (4) federal or state "disaster area" status; or
  - (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An "emergency" also exists for purposes of this section during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) directors, or by the President, that an emergency exists shall have presumptive quality.

## 8. Officers.

- 8.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and/or an Assistant Treasurer, a Secretary and/or an Assistant Secretary. The officers do not have to be members of the Board. All officers shall be elected by the Board and may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one (1) office, except that the President may not also be the Secretary or Treasurer, or an Assistant Secretary or Assistant Treasurer. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.
- 8.2 President. The President shall be the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of an association.
- 8.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as

are incident to the office of the vice-president of an association and as may be required by the directors or the President.

- 8.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members, shall attend to the giving of all notices to the members and directors and other notices required by law, shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President.
- 8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the directors or the President. All monies 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.
- 8.6 Delegation. The Board may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions.
9. Compensation. Neither directors nor officers shall receive compensation for their services as such, provided however, the Board may hire a Director or officer as an employee of the Association, and may contract with a Director or officer for the management of the Condominium or for any other compensable service, in their reasonable business discretion, subject to the requirements set forth in Section 6(l) of these Bylaws.
10. Resignations. Any director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all units owned by any director or officer shall constitute a resignation of such director or officer without need for a written resignation. Any officer or director delinquent in the payment of regular assessments in excess of 90 days shall be deemed to have abandoned office as provided in the Condominium Act. The unexcused absence from three (3) consecutive Board meetings shall also constitute a resignation of such director without need for a written resignation.
11. Fiscal Matters. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following:
- 11.1 Budget. The Board shall adopt a budget of common expenses for the condominium. Copies of the proposed budget, and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted, shall be provided to all members via one of the methods set forth in Section 4.3 of these Bylaws not less than fourteen (14) days before that meeting. The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications.

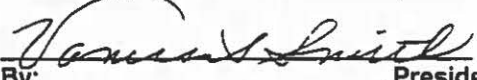
- 11.2 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to operating expenses, the proposed budget must include provisions for funding reserve accounts for capital expenditures and deferred maintenance, as required by law. These accounts shall include roof replacement, building painting, and pavement resurfacing. They shall also include any other planned or foreseeable capital expenditures or deferred maintenance item with a current estimated cost of \$10,000 or more. Funding formulas for reserves shall be based on either a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets in such manner as is required from time to time in rules and regulations adopted by the Department of Business and Professional Regulation. These reserves must be funded unless the members subsequently determine, by vote of not less than a majority of those members who are present in person or by proxy at a duly noticed and convened membership meeting, to fund no reserves, or less than adequate reserves, for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in Section 11.1 above, in which case, such waiver shall be retroactive to the beginning of the fiscal year upon which the vote was taken. The funds in a reserve account established under this Section 11.2, and all interest earned on the account, shall be used only for the purposes for which the reserve account is established, unless use for another purpose is approved in advance by a majority of those members who are present in person or by proxy at a duly noticed and convened membership meeting.
- 11.3 Operating Reserves. In addition to the statutory reserves described in Section 11.2 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.
- 11.4 Assessments; Installments. Regular annual assessments based on an adopted budget shall be payable in quarterly installments, in advance, due on the first day of January, April, July and October. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last payment, and payments shall be continued at such rate until a budget is adopted and new installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next due installment.
- 11.5 Special Assessments. Special assessments may be imposed by the Board to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Section 5.7 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.
- 11.6 Fidelity Bonds. The President, Secretary and Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board. The premium on such bonds is a common expense.

- 11.7 Financial Reports. In accordance with Section 718.111(13) of the Condominium Act, not later than June 1 of each year, the Board shall, as a minimal requirement, distribute to the owners of each unit a report showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. The Board of Directors must, if required by law and not waived by the membership, and may otherwise, in their discretion, engage a CPA and have a more comprehensive analysis accomplished, which shall be mailed or delivered to the members not later than June 1 of each year in lieu of the financial report referenced above. In lieu of the distribution of financial reports as provided herein, the Association may mail or deliver each unit owner not later than June 1 of each year a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.
- 11.8 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board may adopt a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.
- 11.9 Depository. The depository of the Association shall be such bank, banks or other federally insured depository, in the State, as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal or transfers of monies from those accounts shall be made only by such person or persons authorized by the directors. All funds shall be maintained separately in the Association's name.
12. Roster of Unit Owners. Each unit owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only unit owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.
13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium or Corporate Acts, case law, the Declaration, the Articles, these Bylaws, or rules and regulations adopted from time to time by the Board to regulate the participation of unit owners at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations.
14. Amendments. These Bylaws may be amended in the following manner:
- 14.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 14.2 Resolution. A resolution for the adoption of a proposed amendment may be proposed either by vote of not less than a majority of the entire membership of the Board, or by not less than twenty (20%) percent of the voting interests of the Association.
- 14.3 Adoption. Except as otherwise required by law, a proposed amendment to these Bylaws shall be adopted if it is approved by vote of not less than a majority of the entire membership of the Board of Directors and by vote of not less than two-thirds (2/3rds) of the voting interests of those members who are present in person or by proxy at a duly noticed and convened membership meeting.

- 14.4 Certificate and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Sarasota County.
15. Rules and Regulations. The Board may, from time to time, adopt, amend or add to rules and regulations governing the use of units, common elements, Association property, and the operation of the Association. However, any Board-promulgated Rule may be rescinded or amended upon the written action or vote of not less than two-thirds (2/3rds) of those members who are present in person or by proxy at a duly noticed and convened membership meeting. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board to each unit owner not less than thirty (30) days prior to the effective date thereof, and shall be valid and enforceable notwithstanding whether recorded in the public records.
16. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.
17. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
18. Mandatory Arbitration of Disputes. Prior to commencing litigation, unresolved disputes between the Board and unit owners as defined in Section 718.1255(1), Florida Statutes, must be submitted to arbitration or mediation as provided in the Condominium Act. This provision shall be in effect only so long as the Condominium Act mandates such proceedings.
19. Document Conflict. If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the rules and regulations.
20. Social Activities. The Board shall have the authority to expend not more than one-half of one percent (.5%) of the overall Association budget for social activities, including without limitation, parties held for the benefit of owners, residents, and employees of the Association, get well cards, flowers, and similar social activities, all of which shall be a common expense of the Association.

The foregoing recitals are certified as true and correct by the Board on August 27, 2009.

Woodbridge Estates Association, Inc.

By:  , President

**WOODBIDGE AFFIDAVIT  
REGARDING MORTGAGEE CONSENTS**

The undersigned officer of Woodbridge Estates Association, Inc. does hereby swear and affirm as follows in accordance with Section 718.110(11)(e), Fla. Stat.:

1. Each institutional entity owning and holding a first mortgage on one or more units at Woodbridge Estates, a Condominium, per instruments recorded in the Public Records of Sarasota County, Florida, was mailed a notice of the adoption of the Amended and Restated Declaration of Condominium, informed that mortgagee consent to the amendments was necessary under the condominium documents, and provided copies of the amendments and a written joinder and consent form.
2. Written consents and joinders from those mortgagees who responded are attached.
3. No mortgagee contacted the Association to object to the amendments.
4. More than sixty (60) days has expired after the date of the mailing of the materials noted in paragraph 1 herein; hence, the consents of all the mortgagees who did not respond are presumed under Section 718.110(11)(e), Fla. Stat.

Sworn to this 27 day of August, 2009

Woodbridge Estates Association, Inc.

*Vanessa S. Smith*  
By: \_\_\_\_\_, President

STATE OF FLORIDA  
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me this 27 day of August, 2009, by Vanessa S. Smith, as President of Woodbridge Estates Association, Inc., a Florida Corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

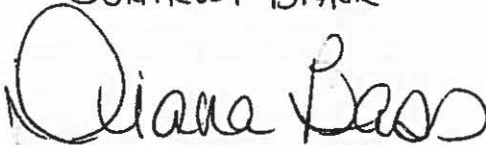
*Lauren J. Johnson*  
\_\_\_\_\_  
Notary Public  
Printed Name: Lauren J. Johnson  
My Commission Expires: \_\_\_\_\_



**WRITTEN JOINDER AND CONSENT  
OF FIRST MORTGAGEE ON UNIT(S) AT WOODBRIDGE ESTATES, A CONDOMINIUM**

The undersigned owner and holder of a first mortgage on one or more Units at **Woodbridge Estates, a Condominium**, according to the Declaration of Condominium thereof as recorded in Official Records Book 1963, Page 2722 et seq., of the Public Records of Sarasota County, Florida, as amended, hereby consents to the amendments set forth in the Amended and Restated Declaration of Condominium, as adopted by not less than two-thirds of the voting interests assigned to the unit owners in the Condominium at a membership meeting held on January 19, 2009, and joins in the Amended and Restated Declaration of Condominium to evidence consent to those revisions:

Dated 6-18-09, 2009

SUNTRUST BANK  
  
\_\_\_\_\_  
DIANA BASS, by its AUP

**Note to Lender: Please complete this document by printing or typing the name of your institution above the signature line and the name and title of the authorized signatory underneath the signature line. No notary or witness signatures are necessary.**

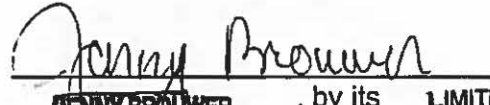
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**GMAC MORTGAGE, LLC  
F/K/A GMAC MORTGAGE CORPORATION**

Dated JUNE 23, 2009



  
JENNY BROWNER, by its **LIMITED SIGNING OFFICER**

**Note to Lender: Please complete this document by printing or typing the name of your institution above the signature line and the name and title of the authorized signatory underneath the signature line. No notary or witness signatures are necessary.**



**WRITTEN JOINDER AND CONSENT  
OF FIRST MORTGAGEE ON UNIT(S) AT WOODBRIDGE ESTATES, A CONDOMINIUM**

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Dated August 3<sup>rd</sup>, 2009

**BANK OF AMERICA, N.A.**

Cynthia A. Mech

Cynthia A. Mech, by its Senior Vice President

**Note to Lender: Please complete this document by printing or typing the name of your institution above the signature line and the name and title of the authorized signatory underneath the signature line. No notary or witness signatures are necessary.**

STATE OF  
COUNTY OF  
CITY OF

On this 3<sup>rd</sup> day of August 2019, before me personally came  
Cynthia A Mech Senior Vice President  
personally known to me and known to me to be the individual(s)  
described in and who executed the foregoing instrument and be duly  
acknowledged that he/she executed the same.



Donna Haentges

DONNA HAENTGES, REG # 01HA5088300  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires Nov. 17, 2009