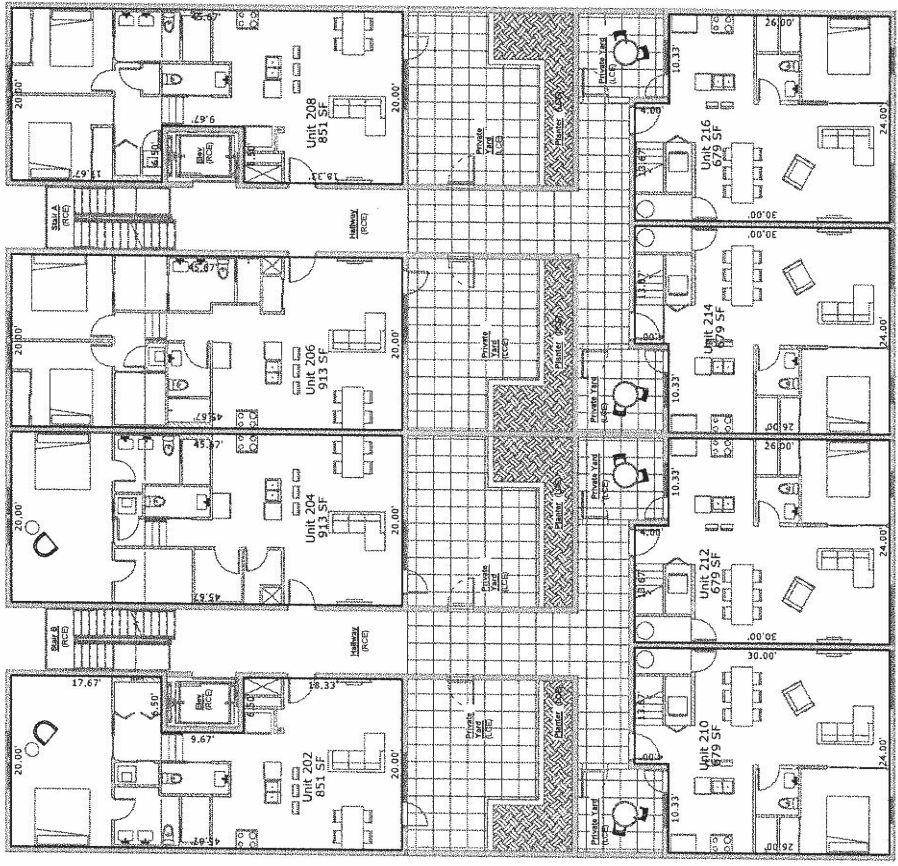
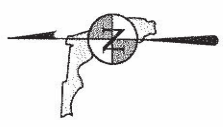


**ZAHRA DA 2**  
**A Condominium**  
 In Section 19, Township 36  
 South, Range 18 East,  
 Sarasota, Florida

**SECOND LEVEL PERIMETRICAL BOUNDARIES**



*Notes*

PROPOSED IMPROVEMENTS SHOWN HEREON WERE TAKEN FROM ARCHITECTURAL PLANS AND HAVE NOT BEEN FIELD VERIFIED.

COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.

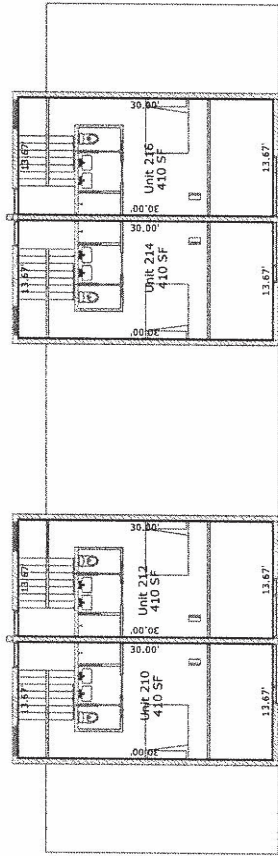
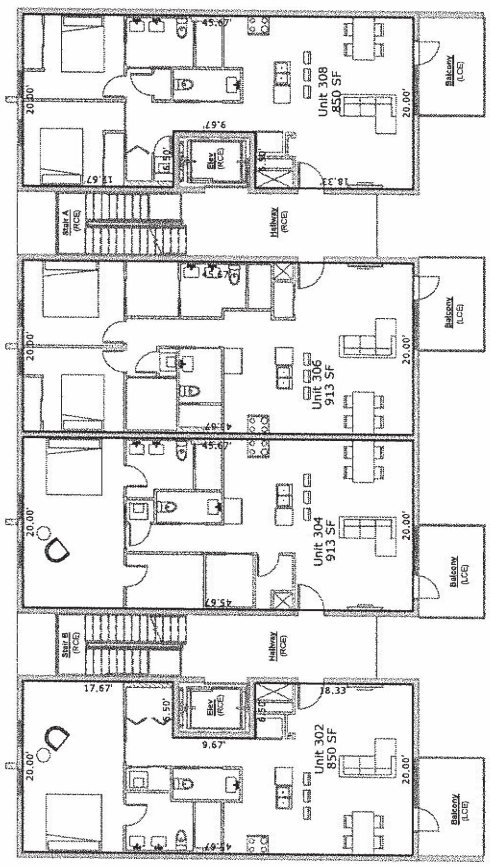
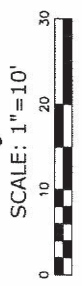
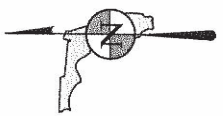
CE = COMMON ELEMENT  
 LCE = LIMITED COMMON ELEMENT  
 RCE = RESIDENTIAL COMMON ELEMENT



**CERTIFICATE OF AUTHORIZATION NO. L.B. 7044**  
**31 SARASOTA CENTER BOULEVARD, SUITE C**  
**SARASOTA, FLORIDA 34240**  
**PHONE NO.: (941) 341-9935**

THIRD LEVEL PERIMETRICAL BOUNDARIES

**ZAJRADA 2**  
**A Condominium**  
In Section 19, Township 36  
South, Range 18 East,  
Sarasota, Florida



*Notes*

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LCE = LIMITED COMMON ELEMENT  
RLCE = RESIDENTIAL LIMITED COMMON ELEMENT  
RCE = RESIDENTIAL COMMON ELEMENT

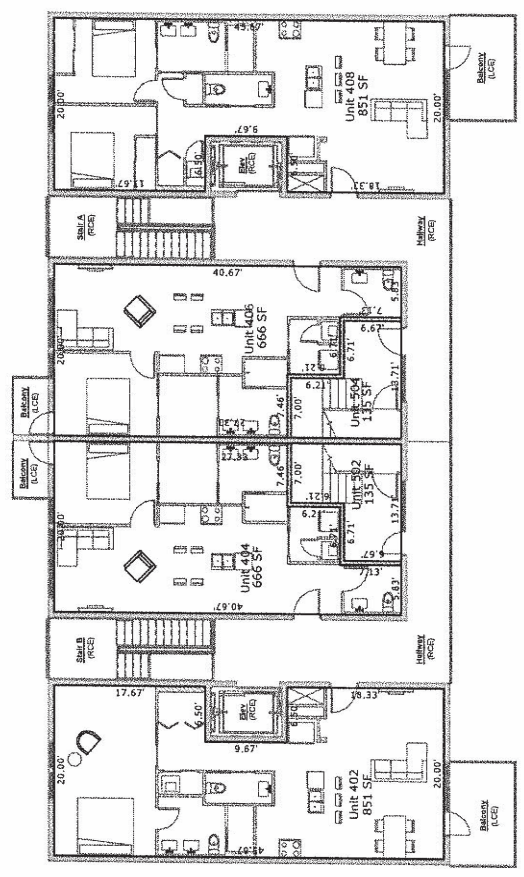


CERTIFICATE OF AUTHORIZATION NO. L.B. 7044  
31 SARASOTA CENTER BOULEVARD, SUITE C  
SARASOTA, FLORIDA 34240  
PHONE NO.: (941) 341-9935

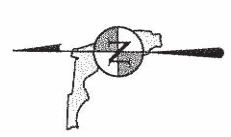
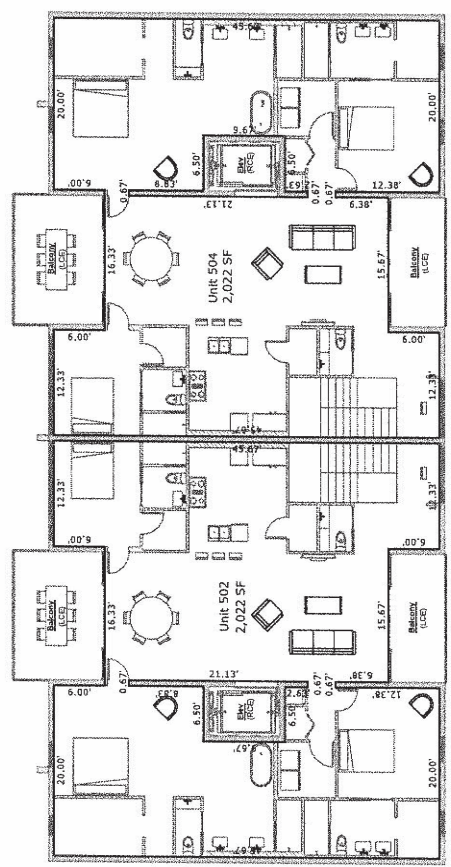
**ZAJRADA 2**  
**A Condominium**  
 In Section 19, Township 36  
 South, Range 18 East,  
 Sarasota, Florida

**FOURTH & FIFTH LEVEL PERIMETRICAL BOUNDARIES**

**FOURTH LEVEL**



**FIFTH LEVEL**



**Notes**

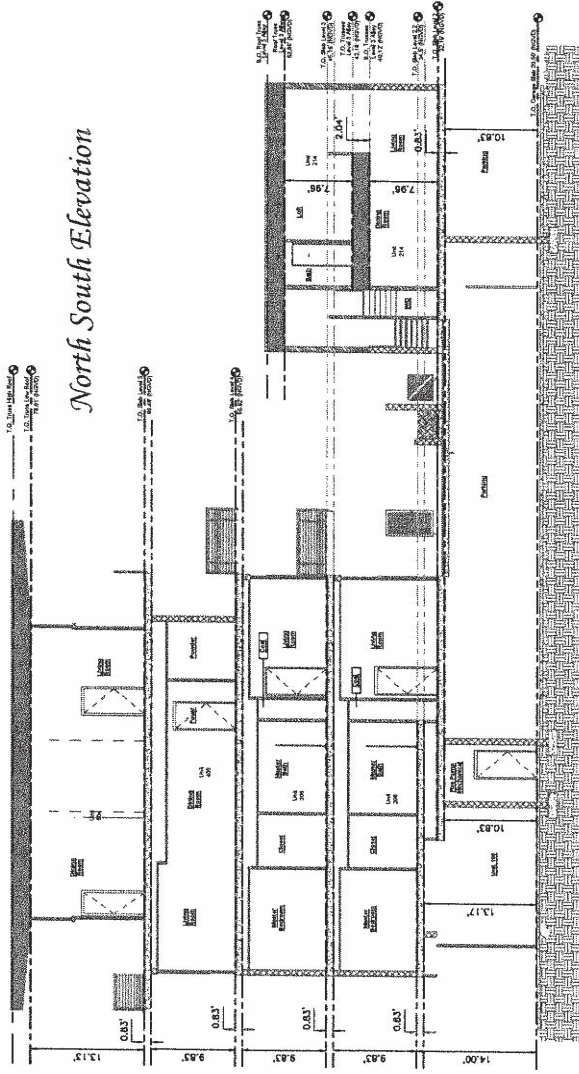
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- COMMON ELEMENTS ARE ALL OF THE AREA WITHIN THE DESCRIBED BOUNDARIES NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS.
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- LCE = LIMITED COMMON ELEMENT
- RICE = RESIDENTIAL LIMITED COMMON ELEMENT
- RCE = RESIDENTIAL COMMON ELEMENT



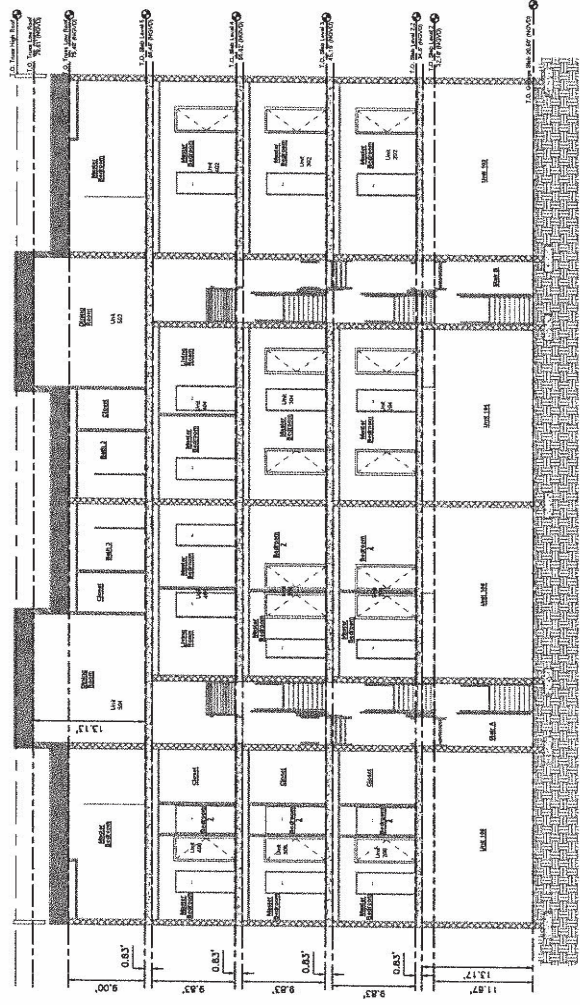
**CERTIFICATE OF AUTHORIZATION NO. L.B. 7044**  
**31 SARASOTA CENTER BOULEVARD, SUITE C**  
**SARASOTA, FLORIDA 34240**  
**PHONE NO.: (941) 341-9935**

**ZAHRA DA 2**  
**A Condominium**  
 In Section 19, Township 36  
 South, Range 18 East,  
 Sarasota, Florida

**UPPER & LOWER BOUNDARIES**



**East West Elevation**



**Notes**

PROPOSED IMPROVEMENTS SHOWN HEREON WERE TAKEN FROM ARCHITECTURAL PLANS AND HAVE NOT BEEN FIELD VERIFIED.  
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 CE = COMMON ELEMENT  
 LCE = LIMITED COMMON ELEMENT  
 RLCE = RESIDENTIAL LIMITED COMMON ELEMENT  
 RCE = RESIDENTIAL COMMON ELEMENT



**MSB**  
 SURVEYING, INC.  
 Surveying & Mapping  
 CERTIFICATE OF AUTHORIZATION NO. L.B. 7044  
 31 SARASOTA CENTER BOULEVARD, SUITE C  
 SARASOTA, FLORIDA 34240  
 PHONE NO.: (941) 341-9935

**EXHIBIT "C"**

**Unit Share of Common Elements, Common Surplus and Common Expenses for:**

**Residential and Commercial Units**

|                       | <b><u>Unit #:</u></b> | <b><u>Unit Sq. Footage:</u></b> | <b><u>% Ownership of Common Elements, Common Surplus and Common Expenses:</u></b> |
|-----------------------|-----------------------|---------------------------------|---|
|                       | 102                   | 490                             | 1.6535%   |
|                       | 104                   | 389                             | 1.3127%   |
|                       | 106                   | 389                             | 1.3127%   |
|                       | 108                   | 490                             | 1.6535%   |
|                       | 202                   | 921                             | 4.5583%   |
|                       | 204                   | 987                             | 4.8849%   |
|                       | 206                   | 987                             | 4.8849%   |
|                       | 208                   | 921                             | 4.5583%   |
|                       | 210                   | 1,006                           | 4.9035%   |
|                       | 212                   | 987                             | 4.8597%   |
|                       | 214                   | 987                             | 4.8597%   |
|                       | 216                   | 1,006                           | 4.9035%   |
|                       | 302                   | 921                             | 4.4892%   |
|                       | 304                   | 987                             | 4.8109%   |
|                       | 306                   | 987                             | 4.8109%   |
|                       | 308                   | 921                             | 4.4892%   |
|                       | 402                   | 921                             | 4.4892%   |
|                       | 404                   | 727                             | 3.5436%   |
|                       | 406                   | 727                             | 3.5436%   |
|                       | 408                   | 921                             | 4.4892%   |
|                       | 502                   | 2,153                           | 10.4944%  |
|                       | 504                   | 2,153                           | 10.4944%  |
| Total                 | 22 Units              | 20,983                          | 100%  |
| Total Sqft. for Units |                       |                                 |   |

**Unit Share of Limited Common Elements, Limited Common Surplus and Limited Common Expenses for:**

**Residential Units**

| <b><u>Unit Number:</u></b> | <b><u>Unit Type:<br/>Residential Units<br/>Sq. Ft.</u></b> | <b><u>% Ownership of Residential Common Elements,<br/>Residential Common Surplus and Residential<br/>Common Expenses:</u></b> |
|----------------------------|--|---|
| 202                        | 921  | 4.7869%   |
| 204                        | 987  | 5.1299%   |
| 206                        | 987  | 5.1299%   |
| 208                        | 921  | 4.7869%   |
| 210                        | 1,006  | 5.2287%   |
| 212                        | 987  | 5.1819%   |
| 214                        | 987  | 5.1819%   |
| 216                        | 1,006  | 5.2287%   |
| 302                        | 921  | 4.7869%   |
| 304                        | 987  | 5.1299%   |
| 306                        | 987  | 5.1299%   |
| 308                        | 921  | 4.7869%   |
| 402                        | 921  | 4.7869%   |
| 404                        | 727  | 3.7786%   |
| 406                        | 727  | 3.7786%   |
| 408                        | 921  | 4.7869%   |
| 502                        | 2,153  | 11.1902%  |
| 504                        | 2,153  | 11.1902%  |
| <b>TOTAL:<br/>18 Units</b> | <b>19,225</b>  | <b>100%</b>   |

**Commercial Units**

| <b><u>Unit Number:</u></b> | <b><u>Unit Type:<br/>Commercial Units<br/>Sq. Ft.</u></b> | <b><u>% Ownership of Commercial Common<br/>Elements, Commercial Common Surplus and<br/>Commercial Common Expenses:</u></b> |
|----------------------------|---|--|
| 102                        | 490   | N/A  |
| 104                        | 389   | N/A  |
| 106                        | 389   | N/A  |
| 108                        | 490   | N/A  |
| <b>TOTAL:<br/>4 Units</b>  | <b>1,753</b>  | <b>N/A</b>   |

**EXHIBIT "D"**

**Articles of Incorporation of the Condominium Association**

**ARTICLES OF INCORPORATION OF  
ZAHRADA II CONDOMINIUM ASSOCIATION, INC.  
A NON-PROFIT FLORIDA CORPORATION**

We, the undersigned hereby associate ourselves together for the purpose of becoming a corporation not for profit under the laws of the State of Florida, by and under the provisions of the Statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

ARTICLE I  
NAME, ADDRESS AND REGISTERED AGENT

Section 1. Name and Principal Office. The name of the corporation shall be Zahrada II Condominium Association, Inc., a non-profit Florida corporation. For convenience the corporation shall be referred to in these Articles as the "Association." The initial principal offices of the Association shall be located at 1819 Main Street, Suite 610, Sarasota, Florida 34236.

Section 2. Registered Office and Registered Agent. The street address of the initial registered office of the Association is 1819 Main Street, Suite 610, Sarasota, Florida 34236. The name of the Association's initial registered agent is Sam D. Norton, Esq.

ARTICLE II  
DEFINITIONS

Unless a contrary intent is apparent, terms used in these Articles of Incorporation shall have the same meaning as set forth in the Declaration of Condominium for Zahrada II, a Condominium (the "Declaration"), to be recorded in the Public Records of Sarasota County, Florida, with respect to the land described therein.

ARTICLE III  
PURPOSE

Section 1. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the maintenance, operation and management of Zahrada II, a Condominium (the "Condominium"), located in Sarasota County, Florida. The Condominium is being developed and sold by Zahrada II, LLC, a Florida limited liability company (the "Developer").

Section 2. Distribution of Income. The Association shall make no distribution of income to and no dividend shall be paid to its member, directors or officers.

Section 3. No Shares of Stock. The Association shall not have or issue shares of stock.



ARTICLE IV  
POWERS AND DUTIES

Section 1. Common Law and Statutory Powers. The Association shall have and exercise all rights and powers conferred upon corporations not for profit under the laws of the State of Florida consistent with these Articles and the Declaration.

Section 2. Specific Powers. The Association shall also have all of the powers and authority reasonably necessary or appropriate to carry out the duties imposed upon it by the Declaration, including, but not limited to, the following:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as defined in the Declaration;
- (b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments and assessment liens pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes for governmental charges levied or imposed against the property of the corporation;
- (c) To acquire (by gift, purchase or lease), to own, hold, improve, insure, build upon, operate, maintain, replace and to repair, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association, and to contract improvements and to repair, remodel and demolish the same, on any property that is owned or leased by the Association;
- (d) To borrow money, and with the consent of two-thirds (2/3) of each of its members, mortgage, pledge, deed and trust, or hypothecate any or all of its real or personal property, including any lien rights it may have, as security for money borrowed or debts incurred;
- (e) To make and amend reasonable Rules and Regulations respecting the use of any property or facilities over which the Association may have control, jurisdiction or administrative responsibilities, and to provide the penalties for the violation of any such Rules and Regulations; provided, however, that all such Rules and Regulations and amendments thereto (except for the initial Rules and Regulations which may be adopted by the first Board of Administration) shall be approved by not less than seventy-five percent (75%) of the votes of the entire membership of the Association before same shall become effective;
- (f) To contract for the maintenance of such recreational facilities, and other areas and improvements as may be placed under the jurisdiction of this Association either by the Declaration or by resolution adopted by the Association's Board of Administration;

- (g) To employ such legal counsel, accountants and other agents or employees as may be deemed necessary for the protection and furtherance of the interests of the Association and of its members and to carry out the purposes of the Association;
- (h) To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as unit owners;
- (i) To enforce by legal means the provisions of the Florida Condominium Act, the Declaration, these Articles, the Bylaws of the Association and the Rules and Regulations for use of the property of the Condominium, if any;
- (j) To contract for the management of the Condominium and to delegate to such manager all powers and duties of the Association, except such as are specifically required by the Declaration to have the approval of the membership of the Association;
- (k) To purchase units in the Condominium, and to acquire and hold, lease, mortgage and convey the same, subject, however, to the provisions of the Declaration and the Bylaws of the Association relative thereto; and
- (l) To operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

## ARTICLE V MEMBERSHIP

Section 1. Members. The members of the Association shall consist of the record owners of units in the Condominium.

Section 2. Developer as Member. The Developer shall be a member of the Association so long as the Developer owns any portion of the Condominium property that the Developer intends to be subjected to the terms of the Declaration, or so long as the Developer holds a mortgage encumbering any portion of the Condominium property.

Section 3. Change of Membership. After receiving any approval of the Association required by the Declaration, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, of a deed or other instrument establishing a change of record title to a unit in the Condominium. The owner designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior owner shall terminate. In the event of death of any Owner Member, his membership shall be automatically transferred to his heirs or successors in interest.

Section 4. Limitation on Transfer of Shares of Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's unit.

ARTICLE VI  
VOTING RIGHTS

The owner of each unit in the Condominium shall have one (1) full vote, which vote shall be cast by a designated owner as provided for in the Declaration.

ARTICLE VII  
BOARD OF ADMINISTRATION

Section 1. Directors. The affairs of the Association shall be managed by a Board of Directors, referred to as the Board of Administration, consisting of the number of Directors determined by the Bylaws, which shall in no event be more than seven (7) Directors and not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

Section 2. First Board of Administration. The names and addresses of the persons who are to initially act in the capacity of Directors until the selection of their successors are:

| <u>Name</u>     | <u>Address</u>   |
|-----------------|--|
| John M. Dunn    | 1819 Main Street, Suite 610<br>Sarasota, Florida 34236 |
| Frank Lambert   | 1819 Main Street, Suite 610<br>Sarasota, Florida 34236 |
| Jacob Pendleton | 1819 Main Street, Suite 610<br>Sarasota, Florida 34236 |

Section 3. Term and Election. Unless contrary provisions are made by law, each Director's term of office shall be for one (1) year, provided that all Directors shall continue in office until their successors are duly elected and installed. The Directors shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Administration shall be filled in the manner provided by the Bylaws of the Association.

ARTICLE VIII  
OFFICERS

The affairs of this Association shall be administered by the officers designated herein. The officers shall be elected by the Board of Directors and shall serve at the pleasure of the Board of Administration. The names and addresses of the officers who shall serve until their successors are designated by the Board of Administration are as follows:

| <u>Office</u>         | <u>Name</u>     | <u>Address</u>   |
|-----------------------|-----------------|--|
| President             | John M. Dunn    | 1819 Main Street, Suite 610<br>Sarasota, Florida 34236 |
| Vice President        | Frank Lambert   | 1819 Main Street, Suite 610<br>Sarasota, Florida 34236 |
| Treasurer / Secretary | Jacob Pendleton | 1819 Main Street, Suite 610<br>Sarasota, Florida 34236 |

ARTICLE IX  
SUBSCRIBERS

The names and business addresses of the subscribing Incorporators to the Articles of Incorporation are:

| <u>Name</u>         | <u>Address</u>                                    |
|---------------------|---|
| Sam D. Norton, Esq. | 1819 Main Street, Suite 610<br>Sarasota, FL 34236 |

ARTICLE X  
INDEMNIFICATION

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

ARTICLE XI  
BYLAWS

The first Bylaws of this corporation shall be adopted by the Board of Administration and may be altered, amended or rescinded by the members in the manner provided by the Bylaws.

ARTICLE XII  
AMENDMENTS

Section 1. Amendments. Amendments to these Articles may be made and adopted upon the following conditions:

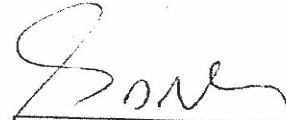
- (a) A notice of the proposed amendment shall be included in the notice of the Members' meeting which shall consider the amendment. The meeting may be the annual meeting or a special meeting;
- (b) There is an affirmative vote of two-thirds (2/3) of the membership votes entitled to be cast; and
- (c) A copy of each amendment shall be certified by the Secretary of State and shall be recorded in the Public Records of Sarasota County, Florida in accordance with the Florida Condominium Act.

Section 2. Limitation. No amendment shall make any changes which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, Developer, unless Developer joins in the execution of the amendment, and no amendment shall be made that is in conflict with the Florida Condominium Act or the Declaration.

ARTICLE XIII  
TERM

The term of the Association shall be perpetual unless the Condominium is terminated pursuant to the provisions of the Declaration and in the event of such termination, the corporation shall be dissolved in accordance with the law. Upon dissolution of the Association, the property consisting of the surface water management system shall be conveyed to an appropriate agency of the local government; or, if not accepted by the agency, then the surface water management system shall be dedicated to a similar non-profit corporation.

IN WITNESS WHEREOF, I, the undersigned subscriber to these Articles of Incorporation, have hereunto set my hand and seal this 10<sup>th</sup> day of August, 2021.



\_\_\_\_\_  
Sam D. Norton, as Subscribing Incorporator

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was sworn and subscribed before me by means of physical presence this 10<sup>th</sup> day of August, 2021, by Sam D. Norton, as Subscribing Incorporator of Zahrada II Condominium Association, Inc., a non-profit Florida corporation, on behalf of the corporation, who is personally known to me.

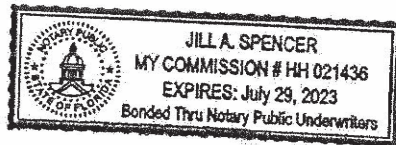


\_\_\_\_\_  
Notary Public

Print Name:

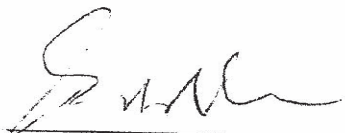
JILL A. SPENCER

My Commission Expires: \_\_\_\_\_



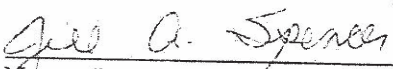
**ACCEPTANCE BY REGISTERED AGENT**

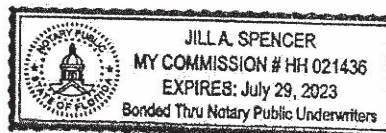
The undersigned hereby accepts the designation as registered agent of the foregoing corporation.

  
\_\_\_\_\_  
Sam D. Norton, as Registered Agent

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was sworn and subscribed before me this 10<sup>th</sup> day of August, 2021, by Sam D. Norton, as registered agent, who is personally known to me and by means of physical presence.

  
\_\_\_\_\_  
Notary Public  
Print Name: JILL A. SPENCER  
My Commission Expires: \_\_\_\_\_



**ARTICLES OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION  
OF  
ZAHRADA II CONDOMINIUM ASSOCIATION, INC.**

1. The Articles of Incorporation of ZAHRADA II CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, were filed with the Florida Department of State on August 10, 2021.

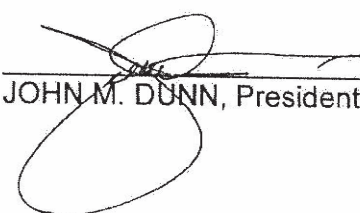
2. Section 1 of Article I of the Articles of Incorporation is hereby deleted in its entirety and the following Section 1 inserted in lieu thereof:

“Section 1. Name and Principal Office. The name of the corporation shall be ZAHRADA 2 CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation. For convenience, the corporation shall be referred to in these Articles as the “Association.” The initial principal offices of the Association shall be located at 1819 Main Street, Suite 610, Sarasota, FL 34236.”

3. In all other respects, the Articles of Incorporation of the corporation are ratified and affirmed in all respects.

4. These Articles of Amendment were approved by the Members of the Corporation on December 2, 2021, and the vote of the Members was sufficient for approval.

DATED: December 2, 2021.

  
\_\_\_\_\_  
JOHN M. DUNN, President



**ACTION BY WRITTEN CONSENT OF SOLE MEMBER,  
IN LIEU OF SPECIAL MEETING  
OF  
ZAHRADA II CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED, being the sole member of the above-named corporation, a Florida not for profit corporation, does hereby consent in writing to the adoption of the following resolutions, taking the action in lieu of a special meeting, as permitted by Section 617.0701 of the Florida Statutes.

RESOLVED AS FOLLOWS:

1. That the name of the corporation shall be changed to "ZAHRADA 2 CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation."

2. That the president of the corporation is authorized to file articles of amendment with the Florida Department of State, in order to effectuate the desired name change.

3. That all purchases, contracts, contributions, compensations, acts, decisions, and appointments by the members, directors, and officers, since the last annual meeting of the corporation to the present date, are hereby ratified and affirmed.

DATED: December 2, 2021.

  
\_\_\_\_\_  
JOHN M. DUNN, Sole Member

**EXHIBIT "E"**

**Bylaws of the Condominium Association**

**BYLAWS  
OF ZAHRADA 2 CONDOMINIUM ASSOCIATION, INC.,  
a non-profit Florida corporation**

ARTICLE I  
NAME AND LOCATION

Section 1. IDENTITY - These are the Bylaws of Zahrada 2 Condominium Association, Inc., a non-profit Florida corporation ("Association"), formed for the purpose of administering Zahrada 2, a Condominium ("Condominium"), which is located in Sarasota County, Florida, upon the lands described in the Declaration of Condominium.

Section 2. OFFICE - The office of the Association shall be at the Condominium.

Section 3. FISCAL YEAR - The fiscal year of the Association shall be the calendar year.

Section 4. SEAL - The seal of the Association shall bear the name of the Association, the word "Florida," the words "Corporation not for profit," and the year of incorporation.

ARTICLE II  
MEMBERS' MEETINGS

Section 1. ANNUAL MEMBERS' MEETINGS shall be held at the Condominium or at such other convenient location as may be determined by the Board of Administration, at such hour and upon such date each year as may be determined by the Board, for the purpose of electing Directors and of transacting business authorized to be transacted by the members.

Section 2. SPECIAL MEMBERS' MEETINGS shall be held whenever called by the President, Vice-President, or by a majority of the Board of Administration, and when called by written notice from ten percent (10%) of the entire membership. As to the meeting required when Unit Owners other than the Developer are entitled to elect a member or members of the Board of Administration, the meeting may be called and notice given by any Unit Owner if the Association fails to do so.

Section 3. NOTICE OF MEMBERS' MEETINGS - Notice of the annual meetings shall be sent to each Unit Owner by United States mail or by hand delivery at least fourteen (14) days prior to the annual meeting. A post office certificate of mailing shall be obtained and retained as proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the Condominium property at least fourteen (14) continuous days preceding the annual meeting.

The Board of Administration shall also mail a meeting notice and copies of the proposed annual budget of common expenses to the Unit Owners not less than fourteen (14) days prior to the meeting at which the budget will be considered.

Notice of a special meeting to elect a Director or Directors from the Unit Owners other than the Developer is specified in Article 3, Section 2(d) of these Bylaws.

Notice of a special meeting called by the Board at the written request of ten percent (10%) of the owners because of a budget exceeding 115% of that of the preceding year requires not less than fourteen (14) days written notice to each Unit Owner.

Notice of other special meetings not covered above shall be in writing and mailed to each member first class, postage pre-paid not less than ten (10) days prior to the meeting. However, Unit Owners may waive notice of specific meetings and may take action by written agreement without meetings where it is in the best interest of the Condominium to do so.

All notice of meetings shall state clearly and particularly the purpose or purposes of the meeting.

Section 4. A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall not constitute the presence of such member for the purpose of determining a quorum. Decisions made by owners of a majority of the Units represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except an amendment to the Condominium documents or such other decision as may by law or said documents require a larger percentage in which case the percentage required in the documents or law shall govern.

Section 5. EACH UNIT shall have one indivisible vote, and the vote of the owners of a unit owned by more than one person (except husband and wife either of whom may cast the vote) or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the unit and filed with the Secretary of the Association. The certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such unit shall not be considered in determining the requirement for a quorum nor for any other purpose.

Section 6. LIMITED PROXIES - Votes may be cast in person or by limited proxy, to the extent provided for in Section 718.112(2)(b)(2), Florida Statute.

Section 7. APPROVAL OR DISAPPROVAL of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

Section 8. ADJOURNED MEETINGS - If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Notwithstanding the foregoing, any such adjourned meeting must be duly noticed.

Section 9. THE ORDER OF BUSINESS AT THE ANNUAL MEMBERS' MEETINGS, and, as far as applicable at all other members' meetings, shall be:

- (a) Collect all ballots not yet cast;
- (b) Election of Chairman of the meeting, unless the President or Vice-President of the Association is present then he (or she) shall preside;
- (c) Calling of the roll and certifying of proxies;
- (d) Proof of Notice of meeting or waiver of notice;
- (e) Reading and disposing of any unapproved minutes;
- (f) Reports of Directors;
- (g) Reports of Committees;
- (h) Election of Directors;
- (i) Unfinished business;
- (j) New business; and
- (k) Adjournment.

ARTICLE III  
BOARD OF ADMINISTRATION

Section 1. MEMBERSHIP - The affairs of the Association shall be managed initially by a Board of three (3) Directors selected by the Developer. Boards selected subsequent to the time members other than the Developer are entitled to elect a majority of the Directors shall be composed of any odd number of Directors that the Owners may decide but shall never be comprised of more than seven (7) directors. Other than Directors selected by the Developer, each Director shall be a person entitled to cast a vote in the meetings of the Association. The Developer shall be entitled to select at least one Director, as long as it holds at least five (5%) percent of the Units that will ultimately be operated by the Association for sale in the ordinary course of business.

Section 2. DESIGNATION OF DIRECTORS shall be in the following manner:

(a) Members of the Board of Administration except those selected by the Developer shall be elected by a majority of those present and voting at the annual meeting of the members of the Association or at a special meeting called for pursuant to Article 3 Section 2(d) of these Bylaws and Florida Statute 718.301;

(b) Except as to vacancies provided by removal of Directors, vacancies in the Board of Administration occurring between annual meetings of members shall be filled as provided by law;

(c) Any Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all of the voting interests in accordance with the Condominium Act; and

(d) (i) Pursuant to Florida Statutes 718.301(1), if Unit Owners other than the Developer own 15 percent or more of the units in a condominium that will be operated ultimately by an Association, the Unit Owners other than the Developer are entitled to elect at least one-third of the members of the board of administration of the Association. Unit Owners other than the Developer are entitled to elect at least a majority of the members of the board of administration of an Association, upon the first to occur of any of the following events:

A. Three years after 50 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;

B. Three months after 90 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;

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

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

E. When the Developer files a petition seeking protection in bankruptcy;

F. When a receiver for the Developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the Association or its members; or

G. Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such unit, whichever occurs first; or, in the case of an Association that may ultimately operate more than one condominium, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an Association operating a phase condominium created pursuant to s. 718.403, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such unit, whichever occurs first.

H. The Developer is entitled to elect at least one member of the board of administration of an Association as long as the Developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the Association. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the Association or selecting the majority members of the board of administration.

(ii) Within seventy-five (75) days after Unit Owners other than the Developer are entitled to elect a member or members of the Board of Administration, the Association shall call and give not less than sixty (60) days notice of an election for the members of the Board of Administration; and

(iii) When Unit Owners other than the Developer elect a majority of the members of the Board of Administration of the Association, the Developer shall relinquish control of the Association, and shall simultaneously deliver to the Association all property of the Unit Owners, and of the Association held by or controlled by the Developer, except the financial records described in Florida Statute Section 718.301(4)(c), which shall be delivered prior to or not more than ninety (90) days after the Developer relinquishes control of the Association, all as more particularly specified in Florida Statute Section 718.301.

Section 3. THE TERM OF EACH DIRECTOR'S SERVICE shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. Provided however, that in order to provide a continuity of experience, the members at the first annual meeting after the Developer has relinquished control of the Association may vote to give up to one-third of the Board members terms of one year, the second third of the Board members terms of two years and the remaining Board members terms of three years so that a system of staggered terms will be initiated.

Section 4. THE ORGANIZATION MEETING of the newly elected Board of Administration shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present.

Section 5. REGULAR MEETINGS OF THE Board of Administration may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but not less than quarterly. Notice of regular meetings shall be given to each Director personally or by mail, or telephone, at least seven (7) days prior to the day named for such meeting.

Section 6. SPECIAL MEETINGS OF THE DIRECTORS MAY BE called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than fourteen (14) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, except in an emergency.

Section 7. WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section 8. MEETING OF THE Board of Administration shall be open to all Unit Owners to attend and participate as provided for in accordance with Chapter 718, Florida Statutes, and notice of meetings, which notice shall specifically include an identification of agenda items, shall be posted conspicuously on the Condominium property forty-eight (48) continuous hours in advance for the attention of Unit Owners, except in an emergency. Any items not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board.

Section 9. A QUORUM AT DIRECTORS' meetings shall consist of a majority of the entire Board of Administration. 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. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business may be transacted which might have been transacted without further notice.

Section 10. THE PRESIDING OFFICER at Directors' meeting shall be the President of the Board if such an officer has been elected; and if none, then the Vice-President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

Section 11. DIRECTORS SHALL SERVE WITHOUT PAY, but shall be entitled to reimbursement for expenses reasonably incurred.

#### ARTICLE IV POWERS AND DUTIES OF THE BOARD OF ADMINISTRATION

Section 1. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium and these Bylaws shall be exercised exclusively by the Board of Administration, or its duly authorized agents, contractors or employees subject only to the approval by Unit Owners when such is specifically required. Such powers and duties of the Directors shall include but shall not be limited to the following:

Section 2. TO MAKE AND COLLECT ASSESSMENTS AGAINST members to defray the costs of the Condominium.

Section 3. TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

Section 4. THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the Condominium property.

Section 5. THE RECONSTRUCTION OF IMPROVEMENTS AFTER CASUALTY and further improvement of the property.

Section 6. TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS in the manner provided by the Condominium Declaration.

Section 7. TO ENFORCE by legal means the provisions of applicable laws, the Condominium documents, the Bylaws of the Association, and the regulations for the use of the property in the Condominium and to assess reasonable penalties and fines as against Unit Owners for violation of the Bylaws and the Rules and Regulations as promulgated by the Board of Administration.



Section 8. TO CONTRACT FOR MANAGEMENT of the Condominium.

Section 9. TO PAY TAXES AND ASSESSMENTS which are liens against any part of the Condominium other than individual Units and the appurtenances thereto, and to assess the same against the unit subject to such liens.

Section 10. TO CARRY INSURANCE for the protection of the Unit Owners and the Association against casualty and liabilities.

Section 11. TO PAY THE COST OF ALL POWER, WATER, SEWER and other utility services rendered to the Condominium and not billed to owners of individual Units.

Section 12. TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seems appropriate for proper administration of the purposes of the Association.

Section 13. TO BRING SUIT, EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers and to own, convey and encumber real and personal property.

#### ARTICLE V OFFICERS

Section 1. THE EXECUTIVE OFFICERS of the Association shall be the President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected annually by and from the Board of Administration and who may be permanently removed by a majority vote of the Directors at any meetings. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary.

Section 2. THE PRESIDENT shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation. Additionally, the President shall represent and exercise all rights belonging to the Association including, but not being limited to, attending all meetings of the membership of that Association and casting the vote of this Association thereat on all matters coming before that membership.

Section 3. THE VICE-PRESIDENT shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

Section 4. THE SECRETARY shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of

Secretary of the Association and as may be required by the Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

Section 5. THE TREASURER shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of the Treasurer of a corporation.

Section 6. THE COMPENSATION of all officers and employees of the Association shall be fixed by the Board of Administration. This provision shall not preclude the Board of Administration from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the Condominium, provided the Director first obtains a Community Association Managers License, as required by Chapter 468 of the Florida Statutes.

#### ARTICLE VI WEIGHT OF VOTES

WEIGHT OF VOTES cast by members of the Association shall be one vote for each unit.

#### ARTICLE VII WRITTEN AGREEMENT

THE BOARD OF DIRECTORS and Unit Owners may act by written agreement, without meetings, to the extent permitted by the Florida Condominium Act, Chapter 718, Florida Statutes, in effect at the time of any such action.

#### ARTICLE VIII MINUTES

MINUTES OF ALL MEETINGS OF Unit Owners and of the Board of Administration shall be kept in a businesslike manner and the records of all receipts and expenditures, minutes and all other records shall be available for inspection by Unit Owners and Board members at all reasonable times.

#### ARTICLE IX RULES AND REGULATION

The Board of Administration may adopt reasonable rules and regulations to be uniformly applied to all members of the Condominium governing the details of the operation and use of the common elements. Such rules and regulations may be amended or rescinded only at any regular or special meeting of the members by vote of at least seventy-five percent (75%) of the entire membership.

#### ARTICLE X FISCAL MANAGEMENT

FISCAL MANAGEMENT shall be in accordance with the Declaration of Condominium for Zahrada 2, a Condominium, the Articles of Incorporation, and the following provisions:

Section 1. BUDGET -

(a) A proposed annual budget of common expenses shall be prepared by the Board of Administration which shall include all anticipated expenses for operation, maintenance and administration of the Condominium including insurance, management fees, if any, and which shall include a reserve for deferred replacement maintenance and depreciation, unless waived annually by a majority vote. It will contain a reasonable allowance for contingencies, and provide funds for all unpaid operating expense previously incurred. The Developer of the Condominium has waived reserves for the initial period of time provided for in the Declaration of Condominium.

(b) A copy of the proposed annual budget shall be mailed or hand delivered to the Unit Owners not less than fourteen (14) days prior to a meeting of the owners at which the budget will be considered together with a notice of the meeting. Should a quorum fail to be present or represented at the meeting or fail to adopt the budget presented or a revised budget, then and in that event the Directors shall have the authority to adopt a budget.

(c) The first budget shall be made by the Association.

Section 2. ASSESSMENTS - The shares of the Unit Owners of the common expenses shall be made payable monthly in advance, and shall become due on the first day of each calendar month. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

Section 3. EMERGENCY ASSESSMENTS - Assessments for the expenses of emergencies which cannot be paid from the contingency account shall be made only by the Board of Administration and the time of payment shall likewise be determined by them.

Section 4. ASSESSMENT ROLL - The assessments for common expenses according to the budget shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Unit Owners. Such roll shall indicate for each unit the name and address of the owner, the assessments paid and unpaid. A certificate made by a duly authorized representative of the Directors as to the status of a unit's account may be relied upon for all purposes by any person for whom made other than the Unit Owner.

Section 5. LIABILITY FOR ASSESSMENTS - A Unit Owner shall be liable for all assessments coming due while he is the owner of a unit prior to conveyance, shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by a waiver of the use or enjoyment of any common elements, or by abandonment of the unit for which the assessments are made, per Florida Statute 718.116.

Section 6. LIEN FOR ASSESSMENTS - The unpaid portion of an assessment which is due together with interest thereon and reasonable attorney's fees for collection, shall be secured by a lien upon:

(a) THE UNIT and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirement of Florida Statute 718.116. Such lien shall be subordinate to any prior recorded mortgage on the unit;

(b) COLLECTION -

(i) INTEREST - APPLICATION OF PAYMENT - Assessments paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the highest legal rate chargeable to an individual under Florida Statutes then in existence, from the date due until paid plus a late charge in an amount not to exceed \$25.00 or five (5%) percent of each installment of the assessment for each delinquent installation that the payment is late. All payments upon account shall be first applied to interest, then to any late charge, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent assessment. All interest and late charges collected shall be credited to the common expense account;

(ii) SUIT - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon at the highest legal rate chargeable to an individual under Florida Statutes then in existence, and all costs incident to the collection and the proceeding, including reasonable attorney's fees. Per Florida Statutes Section 718.116(6)(b), the Association must deliver or mail by certified mail to the Unit Owner a written notice of its intention to foreclose the lien thirty (30) days before commencing foreclosure.

Section 7. ACCOUNTS - All funds shall be maintained separately in the name of the Association, but they shall be held in trust for the Unit Owners in the respective share in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. These accounts shall be as follows:

(a) COMMON EXPENSE ACCOUNT - to which shall be credited collections of assessments for all common expenses;

(b) ALTERATION AND IMPROVEMENT ACCOUNT - to which shall be credited all sums collected for alteration and improvement assessments, if any;

(c) CONTINGENCY ACCOUNT - to which shall be credited all sums collected for contingencies and emergencies. Reserve and operating funds of the Association may be commingled for purposes of investment. Commingled operating and reserve funds shall be accounted separately, and a commingled account shall not, at any time, be less than the amount identified as reserve funds.

Section 8. THE DEPOSITORY of the Association shall be such bank or banks in Florida as shall be designated from time to time by the Directors and in which the monies from such accounts shall be withdrawn only by checks signed by such persons as are authorized by the Directors. Reserve accounts, however, may be placed in money market certificates or daily cash reserve accounts with stock brokers to earn higher interest. Notwithstanding the foregoing, the Association shall comply with the requirements of Chapter 718, Florida Statutes, with regard to investments and depository institutions.

Section 9. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. As used in this section, the term "persons who control or disburse funds of the Association, includes, but is not limited to, those individuals authorized to sign checks, and the President, Secretary, and Treasurer of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding.

## ARTICLE XI FINES

The Association may levy reasonable fines against a unit owner for failure of the unit owner or its occupants, licensees or invitees to comply with any provision of the Declaration, the Bylaws or the Rules and Regulations of the Association. No fine shall become a lien against a unit. No fine shall exceed the maximum allowed by law, nor shall any fine be levied against any unit owner except after the giving of not less than fourteen (14) days' prior written notice and an opportunity for a hearing to the unit owner and, if applicable, its tenants, licensee or invitees. The hearing shall be held before a committee of other Unit Owners. If the committee does not agree with the proposed fine suggested by the Association, then and in that event, the fine shall not be levied against the unit owner. No fine may be levied against an unoccupied unit.

## ARTICLE XII ADDITIONAL POWERS

Subsequent to the recordation of the Declaration of Condominium, the Association may acquire or enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in real and personal property, including but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the Condominium, for the enjoyment, recreation or other use or benefit of members; and the expense of rental, membership fees, operations, replacements and other undertakings in connection therewith shall be part of the common expenses. The Board of Administration of the Association may adopt covenants and restrictions relating to the use such facilities.

## ARTICLE XIII PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporation proceedings when not in conflict with the Declaration, the By-Laws of the Association or with the laws of the State of Florida.

#### ARTICLE XIV AMENDMENTS

Amendments to the Bylaws shall be proposed in the following manner:

Section 1. NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. A RESOLUTION adopting a proposed amendment must receive approval of a majority of the votes of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing.

Section 3. INITIATION - An amendment may be proposed by either a majority of the Board of Administration or by ten percent (10%) of the membership of the Association.

Section 4. EFFECTIVE DATE - An amendment when adopted shall become effective only after being recorded according to law.

Section 5. THESE BYLAWS - shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, or the Condominium Act.

Section 6. PROPOSAL TO AMEND EXISTING - Bylaws shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW # \_\_\_\_\_ FOR PRESENT TEXT."

#### ARTICLE XV ALTERNATIVE DISPUTE RESOLUTION

In the event of any dispute as defined in Section 718.1255 of the Florida Condominium Act, between a Unit Owner and the Association arising from the operation of the Condominium, the parties must submit the dispute to mandatory non-binding arbitration under the rules of the Division of Florida Condominiums, Timeshares and Mobile Homes before filing any lawsuit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

#### ARTICLE XVI CERTIFICATE OF COMPLIANCE

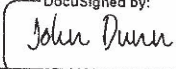
A Certificate of Compliance from a licensed electrical contractor or electrician may be accepted by the Board of Administration as evidence of compliance of the Condominium Units to the applicable fire and life safety code.

*[SIGNATURE PAGE TO FOLLOW]*

The foregoing was adopted as the Bylaws of Zahrada 2 Condominium Association, Inc., a non-profit Florida corporation, on the 29<sup>th</sup> day of December, 2021.

"ASSOCIATION"

ZAHRADA 2 CONDOMINIUM ASSOCIATION,  
INC., a non-profit Florida corporation

DocuSigned by:  
  
By: \_\_\_\_\_  
Print Name: John M. Dunn  
As its: President