

CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION V

RESTATED GOVERNING DOCUMENTS FOR THE ASSOCIATION:

Declaration of Condominium
By-Laws
Articles of Incorporation

March, 2013

TO THE UNIT OWNER:

The following documents represent a compilation of the original governing documents of the Association and subsequent amendments approved by the membership through March, 2013. The restated governing documents will serve as the unit owner copy and must be retained in your records. These governing documents should be passed, in their entirety, to any future owners of the condominium unit.

**RESTATED DECLARATION OF CONDOMINIUM
OF
CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION V**

KNOW ALL MEN BY THESE PRESENTS: That FIRST COMMUNITIES CORPORATION, a Florida corporation, hereinafter referred to as "DEVELOPER" did make, declare, and establish this Declaration of Condominium as and for the plan of dwelling ownership for CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION V, being the property and improvements hereinafter described, and did hereby submit and dedicate same to condominium use, pursuant to Chapter 718, Florida Statutes, known as the Condominium Act.

I

DEDICATION

FIRST COMMUNITIES OF SARASOTA, INC., a Florida corporation, did own the fee simple title to that certain property situate in the County of Sarasota, State of Florida, which property is more particularly described in Exhibit "A" attached hereto, and on which there is constructed CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION V., a condominium housing project containing 24 condominium units or villas, and other appurtenant improvements. FIRST COMMUNITIES OF SARASOTA, INC., a Florida corporation, submitted the above described property and the improvements thereon, to condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, and hereby declares the same to be a condominium to be known and identified as CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION V.

II

DEFINITIONS

For all purposes of this Declaration of Condominium, the following terms shall be the meanings stated in the Condominium Act (Section 718.103 Florida Statutes) as set forth below, unless the context otherwise requires:

A. **APARTMENT** means unit, and the terms may be used interchangeably herein, as defined by the Condominium Act; a unit includes that part of the condominium property which is subject to exclusive ownership as more fully set forth and defined herein. Exhibit D-1, D-2, D-3, D-4, D-5.

B. **UNIT OWNER** or owner of a unit means the owner of a condominium parcel.

C. **ASSOCIATION** means CENTER GATE ESTATES VILLAGE CONDOMINIUM ASSOCIATION, SECTION V, INC.

D. COMMON ELEMENTS shall include the tangible personal property required for the maintenance and operation of the condominium as well as the portions of the condominium property not included in the units.

E. LIMITED COMMON ELEMENTS means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other apartments, and if any such exist, they are located, described and identified in the attached Exhibit "B".

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

1. Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of units, if any to be maintained by the Association.

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

3. Any valid charge against the condominium property as a whole. Assessments levied by CENTER GATE MAINTENANCE AND PROPERTY OWNER'S ASSOCIATION, INC., for maintenance of the common areas of "CENTER GATE" and for operation of CENTER GATE MAINTENANCE AND PROPERTY OWNER'S ASSOCIATION, INC., are not common expenses but are expenses of a unit owner.

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

5. Insurance premiums on policies required of the Association by provisions of this Declaration.

6. Administrative costs of operating the Association.

G. CONDOMINIUM means all of the condominium property of CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION V, as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

H. SINGULAR, PLURAL, GENDER. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include all genders.

I. UTILITY SERVICES as used in the Condominium Act, and construed with reference to this condominium and as used in the Declaration and Bylaws, shall include, but not be limited to, electric power, gas, water and sewer, garbage and cable television.

J. **ASSESSMENT** shall mean a share of the funds required for the payment of common expenses which, from time to time, is assessed against the unit owner.

K. **COMMON SURPLUS** means the excess of all the receipts of the Association, including but not limited to assessments, rents, profits and revenue on account of the common elements, over the amount of the common expenses.

L. **CONDOMINIUM PARCEL** means an apartment, together with the undivided share of the common elements which are appurtenant to the unit.

M. **CONDOMINIUM PROPERTY** means the land, leaseholds and personal property that are subjected to condominium ownership whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the condominium.

III

UNIT BOUNDARIES

Each unit, which term as used in this section concerning boundaries, shall include the space and those improvements lying within the vertical and horizontal boundaries as established by the condominium plat as set forth in Exhibit "B", which, by way of illustration and clarification, shall be as follows:

A. **Roofs** are within the boundaries of a unit and therefore are part of the unit, and are not common elements, except the Association is responsible for maintenance, repair and replacement of the roofs as a common expense to all owners.

B. **Exterior doors and windows** are declared to be within the boundaries of a unit and are, therefore, a part of the unit, and are not common elements. However, the Association shall paint all exterior doors, including the overhead garage doors.

C. **Air conditioning units**, including compressors, air handling units and air ducts are within the boundaries of a unit, and are, therefore, a part of the unit, and are not common elements.

D. **Party Walls**. Units which are joined to other units by virtue of a party wall, shall include as a part of the unit, to the centerline of the party wall.

E. **Land area** located within the unit boundaries as established by the condominium plat, even though not occupied by building improvements, is a part of each unit and, therefore, not a common element.

F. Air space surrounding a unit and being located within the boundaries of a unit, as set forth on the attached Exhibit "B", shall likewise, be considered part of a unit and not a common element; however, all air space not within the boundaries of a unit, lying within and over the boundaries of the condominium property extended vertically, ad infinitum, is hereby declared to be a common element.

IV

COMMON ELEMENTS

There shall be appurtenant to each of the units, equal ownership of the common elements. The common elements include the land and all other parts of the condominium property not within a unit, unless otherwise provided herein.

A. Automobile parking spaces. In the event particular driveways or parking areas are assigned to particular units, then said areas shall be declared to be limited common elements, and shall be so indicated on Exhibit "B"; however, in the event driveways or parking areas are not assigned to particular units, but are merely made available for the unit owners on an unassigned basis, then said areas are hereby declared to be common elements.

B. Courtyards are reserved for the exclusive use of a particular unit, are not located within the boundaries of a unit, and are therefore limited common elements, and not a part of a unit, and shall be so indicated on Exhibit "B".

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

D. Utility services. The property and installations in connection therewith, acquired for the furnishing of services to more than one unit or to the common elements, are hereby declared to be common elements.

V

PERCENTAGE OF COMMON ELEMENTS AND COMMON EXPENSES.

The percentage of ownership and the undivided shares of the respective condominium units in the common elements, and the manner of sharing expenses and owning common surplus, shall be divided equally among the unit owners with each unit owner owning and sharing an undivided 1/24th interest therein.

PAYMENT. Common expenses shall include expenses of operation, maintenance, repair or replacement of the common elements, costs of carrying out the power and

the duties of the Association, and any other expenses designated as common expenses by this Declaration, the Bylaws, or Chapter 718, Florida Statutes.

Funds for the payment of the common expenses shall be assessed against unit owners in the proportions of sharing common expenses as provided in this Declaration. The common surplus shall be owned by unit owners in the shares as provided by this Declaration.

VI

MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

A. By the Association. The responsibility of the Association shall be as follows:

(1) To maintain, repair and replace all exterior portions of a unit, including maintenance repair, and/or replacement of roofs and exterior walls of the courtyard, as a common expense to all owners.

(2) To maintain, repair and replace all common and limited common elements except the interior portions of the courtyard.

(3) To maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association and all such facilities contained within a unit that services part or parts of the condominium property other than the unit within which contained.

(4) The Association, its agents or employees, shall have the irrevocable right to have access to each unit from time to time at reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements, or to other units, and for the purposes of carrying out the provisions referred to in subparagraphs 1, 2 and 3 hereof.

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

(1) To maintain, repair and replace at his own expense, all portions of his unit, except he shall not be required to maintain the portions to be maintained by the Association; such to be done without disturbing the rights of other unit owners.

(2) To maintain, repair and replace all portions of the courtyard/patio area serving his unit.

(3) Not to paint or otherwise decorate or change the appearance of the exterior of a unit.

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

(5) Not to make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association, or remove any portion thereof to make any additions thereto, or to do any work which would jeopardize the safety or soundness of the unit, or impair any easement.

C. Enforcement of Maintenance. In the event the owner of a unit fails to maintain it as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, and shall be entitled to recover court costs and reasonable attorneys' fees; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to make necessary improvements or corrections. After such assessment, the Association shall have the right for its agents or employees to enter a unit and to do the necessary work to enforce compliance with the above provisions, and shall be entitled to a lien in the amount of the assessment if not paid when rendered, together with court costs and reasonable attorneys' fees and interest thereon at a rate of 10% per annum.

D. Fines. The Association may levy a reasonable fine, not to exceed \$100 per violation per day of violation, upon the owner of a unit, or its occupant, licensee, or invitee for failure to comply with any provision of the Declaration, the Association Bylaws or reasonable rules of the Association. No fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving fourteen (14) days notice and opportunity for a hearing to the person upon whom the fine will be levied.

VII

ASSESSMENTS

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

A. SHARE OF COMMON EXPENSES. Each unit owner shall share in the common expenses and in the common surplus equally.

B. INTEREST, APPLICATION OF PAYMENTS. Assessments and installments on such assessments paid on or before ten (10) days after the date when due, shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payments upon account shall be first credited to interest and then to the assessment payments first due.

C. LIEN FOR ASSESSMENTS. The Association shall have a lien on each condominium unit for any unpaid assessment and interest thereon against the owner of such

condominium parcel until paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such lien shall be executed and recorded in the Public Records of Sarasota County, Florida, and perfected as provided by Section 718.116(4) Florida Statutes. The foreclosure of the lien for assessments shall be foreclosed in the same manner as a mortgage on real property, and the institution of a foreclosure proceeding shall be brought in the name of the Association.

1. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element, or the abandonment of the unit for which the assessment is made.

2. In a sale or conveyance of a unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such sale or conveyance.

VIII

ASSOCIATION

The operation of the condominium shall be by CENTER GATE ESTATES VILLAGE CONDOMINIUM ASSOCIATION, SECTION V, INC., a corporation not for profit, under the Laws of Florida, utilizing the Articles of Incorporation of the Association.

A. POWERS. No unit owner, except an officer of the Association shall have any authority to act for the Association. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and Bylaws, which are referred to herein, this Declaration, and Chapter 718, Florida Statutes, and in addition thereto, the Association shall have the power to make and collect assessments and to lease, maintain, repair and replace the common elements and prescribe such house rules as it shall, from time to time, consider essential.

B. LIMITATION UPON LIABILITY OF ASSOCIATION. Notwithstanding the duty to maintain, replace and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage (other than the cost of maintenance, replacement and repair) caused by a latent condition of the property to be maintained, replaced and repaired by the Association, or caused by the elements or other owners or persons.

IX

INSURANCE

A. AUTHORITY TO PURCHASE. All insurance policies upon the condominium property (except title insurance and as hereinafter allowed) shall be purchased by the Association for the benefit of unit owners and their respective mortgagees as their interests may appear, and

shall provide for the issuance of certificate of mortgage endorsements to the holders of first mortgages on the units or any of them, and if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against unit owners, the Association, and their respective servants, agents and guests.

B. UNIT OWNERS. Each unit owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability, and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in subparagraph A above (if the same is available).

C. COVERAGE.

(1) **Casualty.** The structures and all improvements upon the land and all personal property included within the condominium property, except such personal property as may be owned by the unit owners, shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. All hazard policies issued to protect condominium buildings shall provide that the word "building," wherever used in the policy, shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacement thereof in accordance with the original plans and specifications. However, the word "building" does not include floor coverings, wall coverings, or ceiling coverings. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement.

(b) Such other risks, as from time to time become customary, shall be covered with respect to structures similar in construction, location and use, including, but not limited to vandalism, malicious mischief, windstorm and water damage.

(2) **Public Liability.** Public liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee and agent coverage.

(3) **Cross Liability Endorsements.** All liability insurance shall contain cross-liability endorsements to cover liability of the unit owners as a group to a unit owner.

D. PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expense.

E. **PROCEEDS.** All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association. The Association shall hold such proceeds for the benefit of the Association, the unit owners and their respective mortgages, in the following shares:

1. **Common Elements.** Proceeds on account of damage to common elements - that undivided share for each unit owner and his mortgagee, if any, which is set forth as the unit owner's share as stated in this Declaration.

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

(a) Partial destruction when the unit is to be restored - for the owners of damaged units in proportion to the costs of repairing the damage suffered by each damaged unit.

(b) Total destruction of a unit, or where the unit is not to be restored - for all unit owners, the share of each being that share equal to an amount which the last annual valuation of each unit in accordance with sub-paragraph C-1 hereof, bears to the total valuation of all such units.

3. **Mortgagees.** In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held or the mortgagee and the unit owner as their interests may appear, but nothing herein contained shall be construed so as to give any mortgagee the right to determine or participate in the determination of reconstruction or repair.

F. **DISTRIBUTION OF PROCEEDS.** Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial unit owners in the following manner:

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

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

X

RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

A. DAMAGE TO CONDOMINIUM PROPERTY. If any part of the condominium property shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

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

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

3. **Such Reconstruction** or repair shall be substantially the same as the original construction.

4. **Encroachments** upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the unit owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the unit or structures were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the units or structures exist.

5. **Damage to One Unit.** If the damage is only to those parts of one (1) unit for which the responsibility of replacement or repair is that of the unit owner, then the unit owner shall be responsible for supervising reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association as follows:

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

7. **Assessments.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and

premiums, if any), assessments shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If, at any time during reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

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

XI

USE RESTRICTIONS

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

1. All condominium units shall be and remain of like exterior design, shape, color and appearance as other condominium units of the same class or type. No owner shall alter or modify the size, shape, color or structure of any exterior surface of their unit, including entrance doors, windows, shutters, screens, porches or trees, bushes or sod, or remove fill dirt, without obtaining prior written consent of the Board of Directors of the Association.
2. Occupants of condominium units shall not suffer, permit or maintain in their premises loud noises, obnoxious odors, nor interfere with the rights of other unit owners, or annoy them by unreasonable noises.
3. Each condominium shall be used exclusively as a one-family residential dwelling, and no business or trade shall be permitted to be conducted thereon or therein that concerns or irritates another unit owner with customers, pickups, deliveries or any other disturbing activities as recorded by a unit owner's complaint regarding same to the Association.
4. No person under 18 years of age shall reside in any condominium unit for longer than thirty (30) days in any calendar year.
5. No animals of any kind shall be raised, bred, or kept in the Common Elements. A single dog is allowed per unit if it does not exceed 30 lbs. in weight. Exceptions will be made in the case of a handicapped owner who has a medical prescription indicating that a special assistance dog is necessary for an individual living within a unit. Any pet causing or creating a nuisance or unreasonable disturbance shall be removed from the premises by the condominium owner if required by the Association.

6. The occupants and owners of each unit shall keep and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, divisions or subdivisions, insofar as the same pertain to the control or use of such unit, and shall promptly pay each unit's share of all common expenses as directed by the Association.

7. No condominium parcel or unit shall be divided or subdivided or severed from the realty. No structural alterations or changes, except those required to accommodate the physically disabled, shall be made without the Association's approval.

8. Each unit owner, lessee or occupant, shall maintain at all times in good condition and repair the portions of the unit that are the responsibility of the unit owner, including but not limited to, porches, interior walls, floors, ceilings, water, electric and plumbing systems and parts and components thereof, sanitary facilities, fixtures, equipment and lamps, provided, however, the Association shall, on behalf of all unit owners, be responsible for painting and/or cleaning of the exterior walls and roof surfaces, and for maintaining the land areas. The phrase "electric system" in this paragraph shall be construed as referring to those items of electrical conduits, wire, switches, fixtures and equipment located within the unit or on the unit side of the electric meter servicing said unit, but not including the meter itself. The phrase "plumbing system" in this paragraph shall be construed to mean all plumbing items from the trunk line connection to the unit or in the unit itself.

9. No lighting fixtures, wires, antennas, air conditioners, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of the building without the prior written permission of the Board.

10. No wire, clothes lines, hangers or drying facilities, nor any garbage or refuse receptacles permitted or maintained on the exterior of any unit, or in or on any part of the common elements, except by the Association, and no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door. Waste receptacles shall not be placed curbside prior to dusk.

11. No unit shall be the subject to partition in kind, and all unit owners do, by their acceptance of a conveyance of such unit, waive any right to a partition in kind.

12. No electric machine or apparatus of any sort shall be used or maintained in any unit that causes interference with the television or radio reception in other units.

13. No unit owner shall permit or suffer anything to be done or kept in the unit which will increase insurance rates on the unit or on the common property. During the warning period of an oncoming hurricane or high wind storm each unit owner will secure any possible items that could become airborne missiles such as chairs, tables, potted plants, trash cans or any other items or decorations that might inflict physical or personal harm to persons or property.

Unit owners are required to follow above procedures when going away for a period of time or anytime that a possibility exists for severe weather or high winds.

14. No unit owner shall commit or permit any nuisance or illegal act in the unit, or on the common elements.

15. A For Sale sign may be displayed by owner or agents, said sign not to exceed four square feet in area and must be approved in writing, prior to use, by the Board of Directors. No other signs of any type shall be maintained, or kept or permitted on any part of the common elements or in or on any unit where the same may be viewed from the common elements.

16. All guests of the Owner or Lease-holder shall comply with all of the "use restrictions in Section XI hereof, and with all rules and regulations hereinafter promulgated by the Association. Any changes or alterations to the use restrictions will be placed in the Sarasota County Public Records section and included within this Association's *Declaration of Condominium, Articles of Incorporation, By-Laws*.

17. Parking is prohibited on the street or any grassy or landscaped area. Boats and canoes are prohibited from being parked on any driveway, Common Elements or Limited Common Elements. There shall be no parking of trailers, motor homes, pickup trucks, trucks, vans, dilapidated or junked vehicles or any vehicle with commercial language on the exterior on any driveway, Common Elements or Limited Common Elements. Contractors' vehicles are permitted while performing their work at a unit. It is the responsibility of all unit owners/occupants to advise their contractors or repair workers not to block, park or create a difficulty for other persons in the Association. The owners/occupants', lease-holders' vehicle(s) must be parked in unit owners/occupants' garage. The Board will permit a handicap van with raised roof, which cannot fit in the garage, to be parked in the driveway, provided that it is equipped with a wheel chair lift and is used by the occupant of the unit.

18. Garage doors shall be kept closed except for the ingress and egress of vehicles. During daylight hours garage doors may be left open the width of one panel for ventilation and may be opened entirely while doing a project.

19. Conversion of a garage to any residential use such as, but not limited to, a family room, game room, play room or any type of living area is prohibited. The use of the garage is strictly limited to the customary use of a garage.

20. Unit owners may be permitted to enclose their screened porch/lanai provided the enclosure is not extended beyond the original screening and the owner has obtained prior written permission of the Board of Directors. The Board of Directors shall have the authority to approve the materials and design to be used for such enclosure. The maintenance, repair and replacement of any screened enclosure shall be the responsibility of the unit owner.

21. Unit owners may be permitted to screen their courtyards upon obtaining prior written permission from the Board of Directors of the Association. The Board of Directors shall have the authority to approve the materials and design to be used for such enclosure. The maintenance, repair and replacement of any screen enclosure shall be the responsibility of the unit owner.

22. All youths 17 years or younger must be accompanied by an adult in the swimming pool area. Pool safety and sanitation rules are posted in the pool area.

23. The occupants of units shall abide by all Bylaws and all Rules and Regulations promulgated by the Association concerning occupancy and use of the condominium units, and common elements and areas.

24. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws; a copy of such regulations and amendments shall be furnished by the Association to all unit owners and residents of the condominium, upon request.

25. Responsibility for replacing light bulbs on the posts in front of the villas is as follows: Facing the front of the villas, the owner to the right takes care of the front post and the owner to the left takes care of the back post.

26. Use of Common Areas. Games and sports are not allowed on the common areas.

27. Fire Ants. Owners will be responsible for fire ant control ten (10) feet from the building walls and driveways. The Association will be responsible for the remainder of the common elements.

28. Garden Hoses. Owners may request permission of the Board of Directors for permanently attaching a garden hose to an outside water faucet. The Board, in considering the application, will be guided by whether adjoining shrubbery is sufficient to tender the hose not highly visible from the street.

29. Garage/Estate Sales. No unit owner or occupant, either directly or through an agent shall conduct or permit to be conducted upon the condominium property an estate sale, garage sale, or similar event.

30. Speed Limit. The speed limit is 15 miles per hour on the condominium roads.

31. All unit owners/lessees' vehicles must be parked in the garage. Guests of residents who are sleeping at the resident's villa may park their vehicles in the owner's driveway

during the day and overnight not longer than one (1) week without the Board of Directors approval.

32. Display of United States Flag. Chapter 718.113 of the Florida statutes governing condominiums states that any unit owner may display one portable, removable United States flag in a respectful way regardless of any Declaration rules or requirements dealing with flags or decorations.

33. Holiday decorations appropriate to the holiday season are permitted in windows or on the exterior of residences.

34. The Association will hire only contractors and individuals who can provide evidence of workmen's compensation and social security, as well as liability coverage, for their employees or have a FL State Statute 440.02 or 440.05 exemption. (Sarasota Workers' Compensation Bureau of Compliance, contact 329-1120).

35. A copy of the most recent Board approved Hurricane Storm Panel/Shutters, Garage Door Replacements and Storm Film Products and Storm Film Products Policy is available from the Board of Directors.

36. Except for Association employed contractors, no one shall go upon the roofs of any building without obtaining prior written consent from the Board of Directors.

It is the responsibility of the Board of Directors to enforce the rules and regulations of the Association. Upon failing to reach a mutual accord with any unit owner not following the rules and regulations of the Association, the Association's Board of Directors has the duty to take the issue to arbitration or to the courts in seeking compliance. All court costs and reasonable attorney fees are to be paid by the party that fails to reach a ruling in their favor.

XII

EASEMENTS

Owners of units shall have as an appurtenance thereto a perpetual easement of ingress and egress to and from their units over the common elements; all condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the structures or minor inaccuracies in construction, which encroachments shall be permitted to remain undisturbed and such easements shall continue until such encroachments no longer exist.

Developer proposes to create additional and separate condominiums on lands adjacent to this condominium property to be known and identified as "CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION VI"; such additional and separate condominiums are hereby granted non-exclusive vehicular and pedestrian easements for ingress and egress to

nearby public streets over and across the private streets of this condominium; likewise, this condominium shall have similar reciprocal easements over all private streets within such separate and additional condominiums.

XIII

VOTING RIGHTS

Each condominium unit shall be entitled to one (1) vote at meetings of the Association. In the event of joint ownership of a condominium unit, the vote to which that unit is entitled, shall be exercised by one (1) of such joint owners by written agreement of the remainder of joint owners.

XIV

RIGHTS OF FIRST MORTGAGEES

A. Notwithstanding any provisions of this Declaration, the written consent of all mortgagees holding first mortgages upon any of the units, or upon the Condominium, shall be first obtained prior to:

1. The reconstruction of the unit or condominium improvements after substantial destruction thereof.
2. The subdivision of any unit.
3. Any changes in the percentage of ownership of the common elements or common surplus.
4. Any changes in the percentage of participation in the common expenses or common surplus.
5. Termination of the condominium hereby created.

B. Where the Mortgagee of a first mortgage of record or other Purchaser of a condominium unit obtains title to the condominium parcel as a result of a foreclosure of a first mortgage or of a deed given in lieu of foreclosure, such acquirer of title, his successors or assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to the acquisition of title as a result of the foreclosure, or deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage.

Such unpaid share of the common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, his successors or assigns.

A first mortgagee acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu thereof, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

XV

AMENDMENTS OF DECLARATION

This Declaration may be amended at any time by the affirmative vote of two-thirds (2/3) of the unit owners, except that an affirmative vote of one hundred percent (100%) of the unit owners shall be required to amend the percentages of the common elements, common expenses and the common surplus as provided herein. The consent of holders of liens on any portion of the condominium property or units shall not be required to modify or amend as aforesaid, except as required by Paragraph XIV, subparagraph A.

EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formality of a deed. The amendment shall be effective when such certificate and copy of the Amendment are recorded in the Public Records of Sarasota County, Florida.

XVI

BYLAWS

The operation of the condominium property shall be governed by CENTER GATE ESTATES VILLAGE CONDOMINIUM ASSOCIATION, SECTION V, INC., as outlined in the Bylaws. No modification or amendment of the Bylaws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to the Declaration in accordance with the formality set forth in Paragraph XV hereof.

XVII

MEMBERSHIP IN ASSOCIATION

CENTER GATE ESTATES VILLAGE CONDOMINIUM ASSOCIATION, SECTION V, INC., a Florida corporation not for profit, was chartered to perform all managerial acts necessary for the perpetual existence of the condominium, and to levy and enforce the collection of assessments necessary to perform said managerial acts; therefore, all unit owners shall automatically be members of the Association, and said membership shall terminate when they no

longer own a unit. Likewise all unit owners shall automatically become members of CENTER GATE MAINTENANCE AND PROPERTY OWNERS' ASSOCIATION, INC., as provided by the Amended Declaration of Maintenance Covenants and Restrictions of CENTER GATE recorded at Official Record Book 1673, page 0835 at seq., and any Amendments thereto, Public Records of Sarasota County, Florida.

XVIII

REMEDIES FOR VIOLATIONS

Each unit owner shall be governed by, and conform with the Declaration and Bylaws attached hereto, and all rules and regulations subsequently adopted by the Association. Failure to do so shall entitle the Association or any unit owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. In the event a judicial remedy is sought by the Association or any unit owner, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

XIX

SALE, RENTAL, LEASE OR TRANSFER

A. NOTICE. Prior to the sale, rental, lease or transfer of any unit to any person other than transferor's spouse, the unit owner shall notify the Board of Directors of the Association in writing of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, and such other information as may be required by the Board of Directors. No unit shall be leased more than once per calendar year and said unit may not be sublet during said calendar year without written approval of the Board of Directors. Within ten (10) days, the Board of Directors shall either approve or disapprove the proposed sale, rental, lease or transfer in writing, and shall notify the owner of its decision.

The Association may charge, and the unit owner may pay, a fee of \$50.00 in connection with the review of such transfer, lease, sale or rental.

B. REFUSAL TO ACT. In the event the Board of Directors fails to act, or disapproves of the proposed transaction, and if the unit owner still desires to proceed with the sale, rental, lease or transfer, he shall, at least fifteen (15) days prior to such sale, rental, lease or transfer, give written notice to the Secretary of the Association of his intention to sell, rent, lease or transfer on a certain date, and the bona fide price and other terms thereof, and the Association shall promptly notify its members of the date, price and terms. The members of the Association shall have the first right over non-members to purchase or lease on the terms and conditions contained in the Notice, provided they so notify the Secretary of the Association in writing, at least ten (10) days before the date of the intended transaction, which information the Association shall promptly forward to the Owner. In the event the member giving notice receives acceptance from more than one member, it shall be discretionary with the member giving notice to

consummate the transaction with whichever accepting member he chooses. If no written notice accepting the price and terms is received from any other member, the selling member may complete the transaction on the date and at the price and terms given in his notice. If he fails to comply with the terms hereof, any other member shall have the right to redeem from the purchaser or lessee, subject to his reimbursing the purchaser or lessee for any monies expended, and immediately after such reimbursement, the purchaser or lessee shall convey all his right, title and interest to the member making the redemption.

C. OVER 55 COMMUNITY. In accordance with the Federal Fair Housing Amendments Act of 1988, and the Housing of Older Persons Act of 1955, and comparable legislation adopted by the State of Florida, at least one person fifty-five (55) years of age or older must be a permanent occupant of each unit while any other person occupies said unit. Persons under the age of fifty-five (55) and over the age of eighteen (18) may occupy and reside in a unit as long as one of the occupants is age fifty-five (55) or older. Notwithstanding these provisions, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age eighteen (18) or older and less than fifty-five (55) years of age to permanently reside in the community, even in the absence of a person or persons fifty-five (55) years or older, provided that said exceptions shall not be permitted in situations where the granting of a hardship exception will result in having less than eighty percent (80%) (or the minimum as may be established by law from time to time) of the units in the condominium having less than one resident fifty-five (55) years of age or older. It is the intent of this provision that the community comply with Fair Housing Laws, as the same may be amended from time to time, which currently requires that at least eighty percent (80%) of the units shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of insuring that the foregoing required percentages of occupancy by older persons are maintained at all times and to otherwise allow the Association to qualify for a legal exemption from the laws. The Board or its designee shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the afore-stated percentages of adult occupancy. This restriction on occupancy by persons less than fifty-five (55) years of age shall not apply to persons permanently occupying a unit as of the date of adoption of this amendment.

D. INSTITUTIONAL MORTGAGEES. Purchasers at foreclosure sales and institutional mortgagees acquiring title to any unit, either by foreclosure or voluntary conveyance to avoid foreclosure, shall be exempt from the provisions of Paragraphs A and B above.

XX

TERMINATION OF CONDOMINIUM

If all unit owners and the holders of all liens affecting any of the condominium parcels, execute and duly record an instrument terminating the condominium property, said property shall be deemed to be thereafter owned in common by the unit owners. The undivided interest in the

property owned in common by each unit owner shall then become the percentage of the undivided interest previously owned by such owner in the common elements.

XXI

INTERPRETATION

The provisions of this Declaration shall be liberally construed to effect the purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and providing for the same.

CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION V

DESCRIPTION

A Parcel of land situate in Section 1, TWP 37 S, RGE 18 E, Sarasota County, Florida, is more particularly described as follows:

Commence at the Northwest corner of vacated Lot 5, Block 3, Sarasota-Venice Company's Subdivision, recorded in P.B. A, Page 12, Public Records of Sarasota County, Florida; thence S 89°12'23" E, along the centerline of vacated Wilkinson Road said Sarasota-Venice Company's Subdivision (part of the north line of Center Gate Estates, Unit 1, Phase 1-A, recorded in P.B. 26, Pages 43, 43A & 43B, Public Records of Sarasota County, Florida), for a distance of 1436.97' to a point on the Easterly R/W line of Center Gate Blvd. (80' R/W at this location); thence S 0°41'55" W, along said Easterly R/W of Center Gate Blvd., 41.48' to the P.C. of a curve concave to the NW having a radius of 861.71'; thence SW'ly along said R/W and arc of said curve, through a central angle of 23°27'54", 352.91'; thence continue SW'ly along said curve for an arc distance of 40.01' chord bearing S 25°29'37" W; thence N 64°07'29" W, 10.00'; thence S 26°52'11" W, 40.01' for a P.O.B., said point being at the S'ly R/W line of Wilkinson Road (80' R/W); thence S 64°07'29" E along said S'ly R/W 471.53'; thence S 25°52'31" W, 60.00'; thence N 64°07'29" W, 3.86'; thence S 40°15'16" W, 33.78'; thence S 35°33'12" W, 23.81'; thence S 27°46'31" W, 31.97'; thence S 27°31'09" W, 29.35'; thence S 8°28'26" W, 44.01'; thence S 27°47'58" W, 25.53'; thence S 50°54'31" W, 25.61'; thence S 31°46'00" E, 38.45'; thence S 10°05'02" E, 81.00'; thence S 12°29'43" E, 30.76'; thence S 79°35'19" W, 99.09'; thence N 56°36'50" W, 30.04'; thence S 77°39'00" W, 103.74'; thence S 3°00'22" W, 171.54'; thence S 45°40'11" E, 20.43'; thence N 88°28'27" E, 21.97'; thence S 21°21'00" E, 18.19'; thence S 76°59'41" E, 17.30'; thence S 48°06'30" E, 90.65'; thence S 5°35'49" E, 21.65'; thence S 21°01'55" W, 10.68'; thence N 89°38'49" W, 542.99' to the E'ly R/W line of said Center Gate Blvd.; thence along said E'ly R/W line N 0°49'52" E, 19.02'; thence NE'ly along a curve to the right having a radius of 1142.97' for an arc distance of 519.43'; chord bearing, N 13°51'02" E and N 26°52'11" E, 427.49' to the P.O.B.

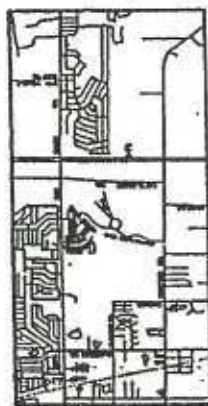
Containing 9.17 acres, more or less.

EXHIBIT "A"

CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION V

SEC. 1, TWP. 37-S., RGE. 18-E

SARASOTA COUNTY, FLORIDA



THIS DOCUMENT IS A REPRODUCTION OF THE ORIGINAL RECORD OF THE CONDOMINIUM REGISTRATION ACT, CHAPTER 70, F.S., AS AMENDED, WHICH PROVIDES THAT THE RECORD OF THE CONDOMINIUM REGISTRATION ACT, CHAPTER 70, F.S., AS AMENDED, SHALL BE A PUBLIC RECORD AND SHALL BE AVAILABLE TO THE PUBLIC FOR INSPECTION AND REPRODUCTION AT ANY TIME AND AT ANY PLACE WHERE THE RECORD IS KEPT. THE REPRODUCTION OF THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE REPRODUCTION OF THIS DOCUMENT IS NOT A SUBSTITUTE FOR A PROFESSIONAL SURVEY OR A LEGAL OPINION. THE REPRODUCTION OF THIS DOCUMENT IS NOT A SUBSTITUTE FOR A PROFESSIONAL SURVEY OR A LEGAL OPINION.

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O.R. 1824 Pg 2122

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

EXHIBIT "B"

CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION V SEC. 1, TWP. 37S, RGE. 18E SARASOTA COUNTY, FLORIDA

CENTER GATE ESTATES
VILLAGE CONDOMINIUM

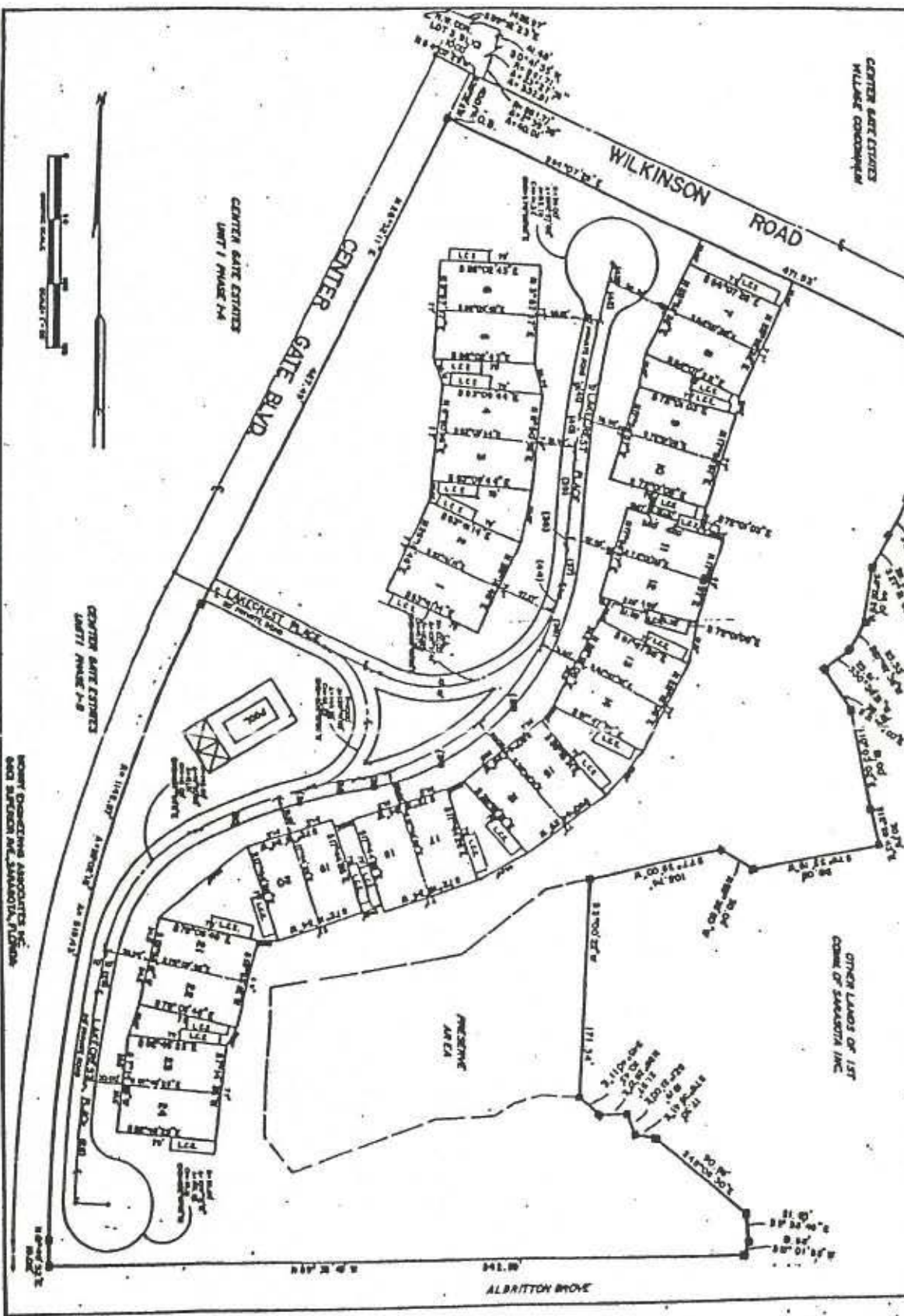
OTHER LANDS OF 1ST
COMB. OF SARASOTA, INC.

ALBRITTON BROVE

CENTER GATE ESTATES
UNIT 1 PHASE 1A

CENTER GATE ESTATES
UNIT 1 PHASE 1-B

NOTARY GUARANTEE ASSOCIATES PC
AND SHEREN MC. LAMARCA, FLORIDA



CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION V

SEC. I, TWP. 37S, RGE. 18E SARASOTA COUNTY, FLORIDA

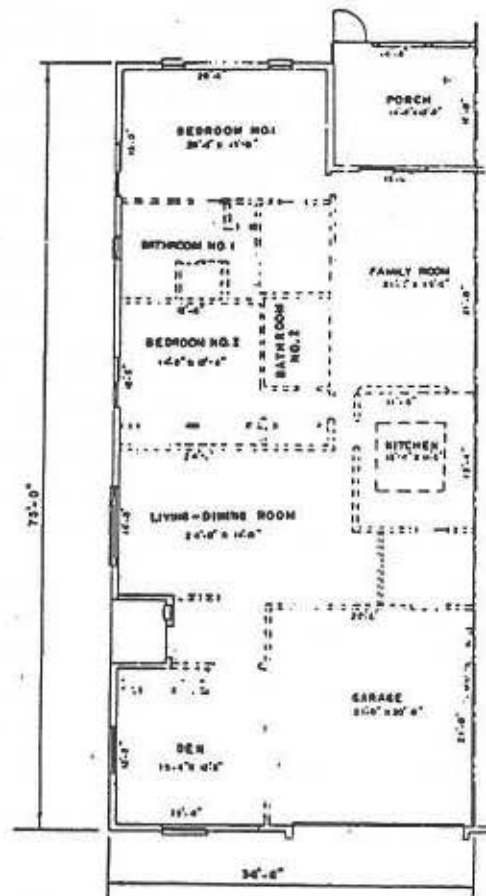
CENTER LINE INFORMATION

NO.	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BISE.
1	0° 36' 37"	612.97	37.88	37.88	38.88	38.88
2	0° 15' 14"	1122.97	10.77	10.66	30.88	30.88
3	0° 30' 00"	248.00	28.88	28.72	34.72	34.72
4	0° 41' 11"	158.00	37.00	37.00	38.88	38.88
5	0° 50' 00"	118.00	38.75	38.88	38.88	38.88
6	0° 58' 00"	102.00	38.88	38.88	38.88	38.88
7	1° 00' 00"	83.00	30.00	30.00	30.88	30.88
8	1° 11' 14"	69.00	28.88	28.88	30.88	30.88
9	1° 47' 00"	58.00	10.00	10.00	20.13	20.13
10	0° 50' 00"	118.00	38.75	38.88	38.88	38.88
11	0° 30' 00"	248.00	28.88	28.72	34.72	34.72
12	0° 15' 14"	1122.97	10.77	10.66	30.88	30.88
13	0° 36' 37"	612.97	37.88	37.88	38.88	38.88
14	0° 41' 11"	158.00	37.00	37.00	38.88	38.88
15	0° 50' 00"	118.00	38.75	38.88	38.88	38.88
16	0° 58' 00"	102.00	38.88	38.88	38.88	38.88

CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION V

SEC. 1, TWP. 37-S, RGE. 18-E

SARASOTA COUNTY, FLORIDA



FONTANA MODEL

TYPICAL FLOOR PLAN

SCALE: 1/8" = 1'-0"

NOTE:

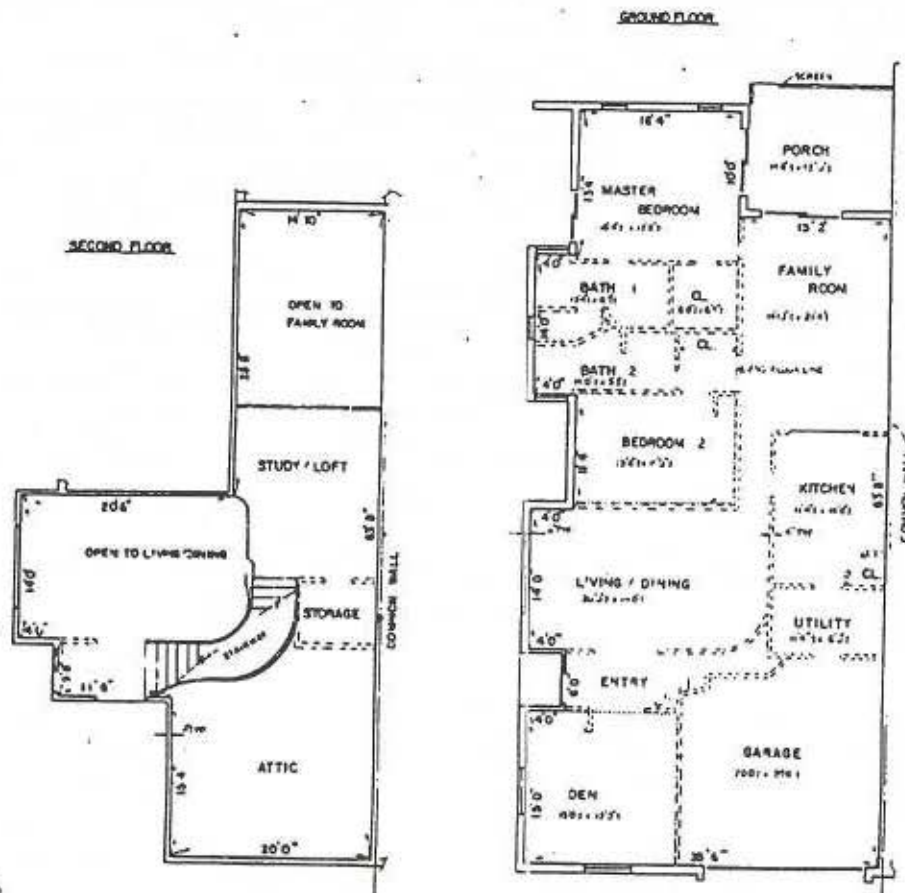
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ALL OTHER LANDS AND IMPROVEMENTS ARE COMMON ELEMENTS.

EXHIBIT "B"

CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION V

SEC. 1, TWP. 37-S, RGE. 18-E SARASOTA COUNTY, FLORIDA



NOTE

LANDS AND IMPROVEMENTS LYING WITHIN THE PERIMETER BOUNDARY OF THE TRACT AS DERIVED AND LYING BETWEEN THE HORIZONTAL PLANE OF THE LOWEST POINT ON THE TRACT AND A HORIZONTAL PLANE LYING 10' ABOVE SAID LOW POINT AND PARALLEL TO THE FLOOR OF THE STRUCTURE WITHIN SAID TRACT.

ALL OTHER LANDS AND IMPROVEMENTS ARE COMMON ELEMENTS.

FAIRMONT MODEL

SCALE: 1/8" = 1'-0"

TYPICAL FLOOR PLAN

EXHIBIT "D"

MOSEY ENGINEERING ASSOCIATES, INC.
8601 SUPERIOR AVE., SARASOTA, FLORIDA

CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION V

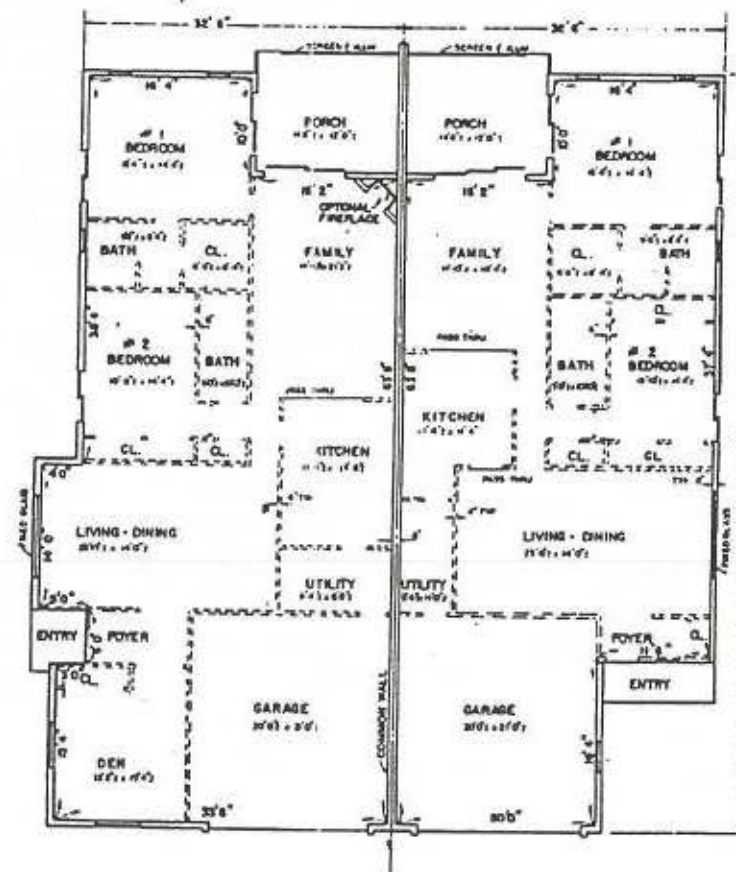
SEC. 1, TWP. 37-S, RGE. 18-E

SARASOTA COUNTY, FLORIDA

NOTE

LANDS AND IMPROVEMENTS LYING WITHIN THE PERIMETER BOUNDARY OF THE TRACT AS DEPICTED AND LYING BETWEEN THE HORIZONTAL PLANE OF THE LOWEST POINT ON THE TRACT AND A HORIZONTAL PLANE LYING 16' ABOVE SAID LOW POINT AND PARALLEL TO THE FLOOR OF THE STRUCTURE WITHIN SAID TRACT.

ALL OTHER LANDS AND IMPROVEMENTS ARE COMMON ELEMENTS.



EVORA MODEL

CORTEZ MODEL

EXHIBIT "D"

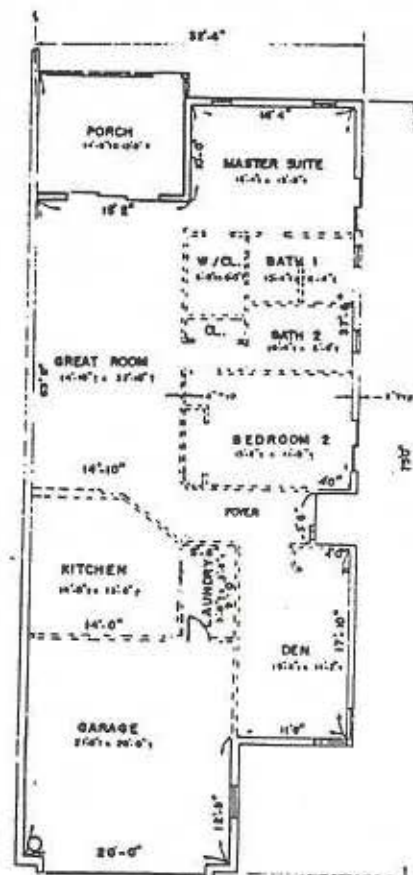
TYPICAL FLOOR PLAN

MOSEY ENGINEERING ASSOCIATES INC.
9401 SUPERIOR AVE., SARASOTA, FLORIDA

CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION V

SEC. 1, TWP. 37-S, RGE. 18-E

SARASOTA COUNTY, FLORIDA



NOTE:

LANDS AND IMPROVEMENTS Lying WITHIN THE PERIMETER BOUNDARY OF THE TRACT AS DEPICTED AND LYING BETWEEN THE HORIZONTAL PLANE OF THE LOWEST POINT ON THE TRACT AND A HORIZONTAL PLANE LYING 16 ABOVE SAID LOW POINT AND PARALLEL TO THE FLOOR OF THE STRUCTURE WITHIN SAID TRACT.

ALL OTHER LANDS AND IMPROVEMENTS ARE COMMON ELEMENTS.

GRANDE MODEL

EXHIBIT "D"

TYPICAL FLOOR PLAN

SCALE 1/8" = 1'-0"

MOSEY ENGINEERING ASSOCIATES, INC.
6001 SUPERIOR AVE., SARASOTA, FLORIDA

CENTER GATE ESTATES VILLAGE CONDOMINIUM SECTION V

SEC. 1, TWP. 37-S, RGE. 18-E

SARASOTA COUNTY, FLORIDA

NOTE

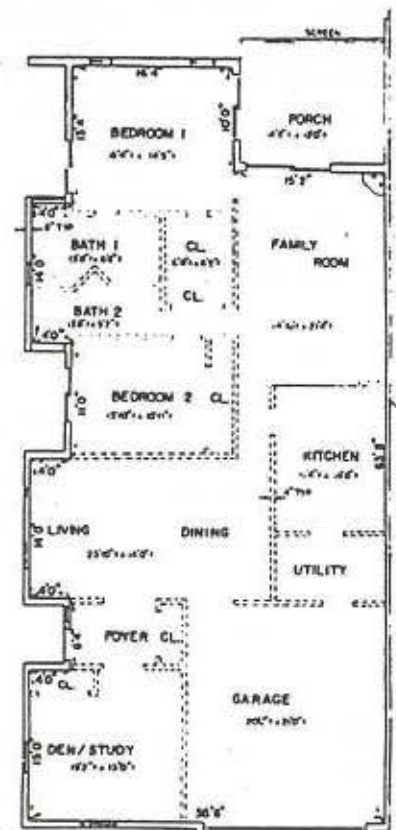
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ALL OTHER LANDS AND IMPROVEMENTS ARE COMMON ELEMENTS.



MODEL "A"

TYPICAL FLOOR PLAN
SCALE: 1/8" = 1'



THE CARLTON

EXHIBIT "D"

RESTATED BYLAWS
OF
CENTER GATE ESTATES VILLAGE CONDOMINIUM ASSOCIATION,
SECTION V, INC.

**A corporation not for profit under the laws
of the State of Florida**

1. **Identity.** These are the Bylaws of CENTER GATE ESTATES VILLAGE CONDOMINIUM ASSOCIATION, SECTION V, INC., called "Association" in these Bylaws, a corporation not for profit, under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on September 26, 1985. The Association has been organized for the purpose of administering condominiums pursuant to Chapter 718, Florida Statutes, called the "Condominium Act" in these Bylaws, which condominiums are identified by the name of CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION V, to be created on the following described lands:

SEE ATTACHED EXHIBIT "A".

1.1 The **office** of the Association shall be the residence of the President and the Secretary.

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

1.3 The **seal** of the Corporation shall bear the name of the corporation, the word "FLORIDA," the words "CORPORATION NOT FOR PROFIT" and the year of incorporation.

2. **Members' Meetings.**

2.1 The **annual members' meeting** shall be held in March of each year at a planned date and time designated by the Board of Directors for the purpose of electing directors and transacting other business authorized to be transacted by the members.

2.2 **Special Members' meetings** shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called, within 30 days, by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

2.3 **Notice of all annual members' meetings** stating the time and place and the objects for which the meeting is called, shall be given by the President, Vice President or Secretary, unless waived in writing. Such notice shall be delivered in writing by mail to each member at his address as it appears on the books of the Association, or may be hand delivered not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting,

RESTATED BYLAWS OF
CENTER GATE ESTATES VILLAGE CONDOMINIUM ASSOCIATION, SECTION V, INC.

and additionally, a notice of such meeting shall be posted in a conspicuous place at least fourteen (14) days prior thereto. Proof of such mailing shall be given by the Affidavit of the person giving the notice, and the post office certificate of mailing, or the notarized roster and the Affidavit of person giving notice shall be retained as proof of compliance. Notice of meeting may be waived before or after meetings.

2.4 Quorum.

(1) Unless a lower number is provided in the Bylaws, the percentage of voting interests required to constitute a quorum at a meeting of the members shall be a majority of the voting interest. Unless otherwise provided in this chapter or in the Declaration, Articles of Incorporation, or Bylaws, and except as provided in subparagraph (d)3., decisions shall be made by owners of a majority of the voting interests represented at a meeting at which a quorum is present.

(2) Except as specifically otherwise provided herein, after January 1, 1992, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division. 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 in accordance with subparagraph (f)2.; for votes taken to waive financial statement requirements as provided by Section 718.111(14); for votes taken to amend the Declaration pursuant to Section 718.110; for votes taken to amend the Articles of Incorporation or Bylaws pursuant to this section; and for any other matter for which this chapter requires or permits a vote of the unit owners. Except as provided in paragraph (d), after January 1, 1992, no proxy, limited or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this subparagraph, unit owners, may vote in person at unit owner meetings.

(3) Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the unit owner executing it.

2.5 Board of Directors meetings. - Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee is present shall be open to all unit owners. Any unit owner may tape record or videotape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The association shall adopt reasonable rules governing the tape recording and videotaping of the meeting. The association may adopt reasonable rules governing the frequency, duration, and manner of unit owner statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the

meeting except in an emergency. Any item 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. However, written notice of any meeting at which nonemergency special assessments or at which amendments to rules regarding unit use will be considered shall be mailed or delivered to unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the condominium property or association property upon which all notices of Board meetings shall be posted. If there is no condominium property or association property upon which notices can be posted, notices of Board meetings shall be mailed or delivered at least 14 days before the meeting to the owner of each unit. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

2.6 Unit owner meetings.

(1) There shall be an annual meeting of the unit owners. Unless the Bylaws provide otherwise, a vacancy on the Board of Directors caused by the expiration of a Director's term shall be filled by electing a new Board member; and the election shall be by closed ballot; however, if there is only one candidate for election to fill the vacancy, no election is required. If there is no provision in the Bylaws for terms of the members of the Board of Directors, the terms of all members of the Board of Directors shall expire upon the election of their successors at the annual meeting. Any unit owner desiring to be a candidate for Board membership shall comply with subparagraph 3.

(2) The Bylaws shall provide the method of calling meetings of unit owners, including annual meetings. Written notice which notice must include an agenda shall be mailed or delivered to each unit owner at least 14 days prior to the annual meeting and shall be posted in a conspicuous place on the condominium property at least 14 continuous days preceding the annual meeting. Upon notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the condominium property or association property upon which all notices of unit owner meetings shall be posted; however, if there is no condominium property or association property upon which notices can be posted, this requirement does not apply. Unless a unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail or delivered to each unit owner. Where a unit is owned by more than one person, the association shall provide notice, for meetings and all other purposes, to that one address which the Association initially identifies for the purpose and thereafter one or more of the owners of the unit shall so advise the Association in writing. If no address is given or the owners of the unit do not agree, the address provided on the deed of record shall be the mailing address. An officer of the association, or the manager or other person providing notice of the association meeting shall provide an affidavit and United States Postal Service certificate of mailing, or notarized roster, to be included in the official

RESTATED BYLAWS OF

CENTER GATE ESTATES VILLAGE CONDOMINIUM ASSOCIATION, SECTION V, INC.

records of the association affirming that the notice was mailed or hand delivered, in accordance with this provision, to each unit owner at the address last furnished to the association.

(3) After January 1, 1992, the members of the Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in this chapter. Not less than 60 days before a scheduled election, the association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the association not less than 40 days before a scheduled election. Not less than 30 days before the election, the association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein together with a ballot which shall list all candidates. Upon request of a candidate, the association shall include an information sheet no larger than 8-1/2 inches by 11 inches which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the association. However, the association has no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The Association shall by rule establish voting procedures consistent with the provisions contained herein, including rules provided for the secrecy of ballots. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors.

2.7 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.

2.8 The Order of Business at annual members' meetings and as far as practical at other members' meetings shall be

- (a) Election of Chairman of the meeting.
- (b) Calling of the Roll and certifying of proxies.
- (c) Proof of Notice of Meeting or Waiver of Notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Report of officers.
- (f) Report of Committees.
- (g) Appointment of inspectors of election.
- (h) Election of Directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

3. Directors

3.1 Membership. The affairs of the Association shall be managed by a Board of not less than three, nor more than five Directors, the exact number to be determined at the time of election.

3.2 Election of Directors. The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meetings.

(b) The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members may be filled by the remaining Directors.

(d) Any Director may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.3 The term of each Director's service shall be for a two-year period or until he is removed in the manner elsewhere provided. The terms shall be so staggered so that at any annual membership meeting, no more than one-half of the Directors plus one, shall be serving the last year of their two-year term.

3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of the election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the directors. Notice of meeting shall be given to each Director personally or by mail, telephone or telegraph, and posted conspicuously forty-eight (48) hours in advance for the attention of the unit owners, prior to the day named for such meetings, except as in the case of an emergency. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

3.6 Special Meetings of the Directors may be called in the same manner as provided in Paragraph 3.5 above.

3.7 Waiver of Notice Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at Directors meetings shall consist of a majority of the Board of Directors. The acts approved by a majority of the votes present at a meeting at which a quorum is present, shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.9 Adjourned meetings. If at any meeting of the Board of Directors 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 that might have been transacted at the meeting as originally called, may be transacted without further notice.

3.10 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute his approval thereto, but shall not be considered in determining a quorum.

3.11 The **presiding officer** of Directors' meetings shall be the President of the Association. In the absence of the President, the Vice President shall preside.

3.12 The **Order of Business** at Directors' meetings shall be:

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

3.13 There shall be **no Director's fees.**

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these Bylaws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required. The Association shall maintain accounting records according to good accounting practices, and such accounting records shall be open to inspection by unit owners or their authorized representatives at reasonable times, and written summaries of same shall be

supplied at least annually to unit owners or their authorized representatives. Such records shall include:

- (a) A record of all receipts and expenditures.
- (b) An account for each unit, which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments came due, the amounts paid upon the account, and the balance due.

5. Officers.

5.1 The **executive officers** of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be Directors, and all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required, to manage the affairs of the Association.

5.2 The **President** shall be the chief executive officer of the Association. He shall have all the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among members from time to time, as he in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

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

(b) **Quorum.** A committee may act only when a quorum (a simple majority) is present. The act of a majority of the members present at a meeting, at which a quorum is present, shall be the act of the committee.

(c) **Scope and Rules.** Each committee shall abide by the scope of the committee as defined by the Board of Directors, and may adopt rules for its operation not inconsistent with these Bylaws and with the rules adopted by the Board of Directors.

(d) **Committee Reports.** The Secretary will inform each Chairman as to the proper procedure for reporting committees.

5.3 The **Vice-President** in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President

generally and exercise such other powers and perform such other duties, as shall be prescribed by the Directors.

5.4 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 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 an Association, and as may be required by the Directors or the President.

5.5 The **Treasurer** shall have custody of all intangible property of the Association, including funds, securities and evidences of indebtedness. 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.

5.6 The **compensation** of all employees of the Association shall be fixed by the Directors. The provisions that there shall be no directors' fees, shall not preclude the Board of Directors from employing a director as an employee of the Association, nor preclude the contracting with a director for the management of the condominium.

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

6.1 **Accounts.** The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) **Current expenses** which shall include all expenditures for the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

(b) **Reserve for deferred maintenance** which shall include funds for maintenance items that occur less frequently than annually.

(c) **Reserve for replacement**, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) **Betterments**, which shall include the funds to be used for capital expenditures for additional improvements or additional **real** property that will be part of the common elements.

(e) **Operations**, which shall include the gross revenues from the use of the common elements. Only the additional direct expense required by the revenue-producing operation will be charged to this account, and any surplus from such operation shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against unit owners, which assessments may be made in advance in order to provide a working fund.

6.2 Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices, as follows:

(a) **Current expense**, the amount for which shall not exceed 115% of the budget for this account for the prior year, which account, if applicable, shall include, but not be limited to the following items:

1. Administration of the Association
2. Management fee, if any
3. Maintenance
4. Rent for recreational and other commonly used facilities.
5. Taxes upon Association properties
6. Taxes upon leased areas, if any
7. Insurance
8. Security provisions
9. Other expenses
10. Operating capital
11. Fees payable to the Division

(b) **Reserve for deferred maintenance**: this account shall include, but not be limited to building painting.

(c) **Reserve for capital expenditures**: this account shall include, but not be limited to, roof replacement and pavement resurfacing.

(d) The amount to be reserved in the accounts set forth in subparagraphs (b) and (c) above, shall be computed by means of a formula which is based upon estimated life and estimated replacement costs for each reserve item.

(e) Provided, however, in accordance with the provisions contained in Chapter 718.112 (2) (3), if an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115 percent (115%) of the assessments for the preceding year, the Board, upon written application of 10 percent (10%) of the unit owners to the Board, shall call a special meeting of the unit owners within 30 days, upon not less than 10 days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a

budget. Unless the Bylaws require a larger vote, the adoption of the budget shall require a vote of not less than a majority vote of all unit owners. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed 115 percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation.

(f) Copies of the budget, proposed assessments and notice of the meeting at which the budget will be considered, shall be transmitted to each member at least fourteen (14) days prior to the date established for the budgetary meeting.

6.3 Maintenance Fees against the unit owners for their share of the items of the budget shall be made for the calendar year annually in advance, preceding the year for which the budget has been approved. Such fees (1/12th) shall be due on the first day of each month of the year, but no later than the 10th in order to avoid a 10% late payment fee. In the event the annual budget proves to be insufficient the budget may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the approval of the membership of the Association.

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

6.5 Arbitration of Internal Disputes. Internal disputes arising from the operation of the condominium among unit owners, the Association, their guests and assigns may be resolved by mandatory non-binding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales and Condominiums pursuant to Section 718.112(2)(1), Florida Statutes.

6.6 Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual monthly maintenance fee for common expenses shall be made only after notice of the need for such is given to the unit owners concerned. After such notice and upon approval of a quorum in writing by persons entitled to cast a vote, the assessment shall become effective, and it shall be due after (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.7 The **depository** of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.8 An **examination of the accounts** of the Association shall be made annually by one or more reasonably knowledgeable members of the Association. Said members must not be members of the Board of Directors, and a copy of the examination shall be furnished to each member not later than April 1 of the year following the year for which the examination is made.

6.9 **Fidelity bonds** shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors but shall be not less than one-fourth the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

7. **Financial reports.** Within sixty (60) days following the end of the fiscal or calendar year of the Association, the Board of Directors shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve months. The report shall show the amounts of receipts by accounts and receipt classifications, and shall show the amounts of expenses by accounts and expenses classifications, including, if applicable, but not limited to the following:

- (a) Cost for securities
- (b) Professional management fees and expenses
- (c) Taxes
- (d) Costs for recreation facilities
- (e) Expenses for refuse collection and utility services
- (f) Expenses for lawn care
- (g) Costs for building maintenance and repair
- (h) Insurance costs
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves and depreciation reserves.

8. **Regulations.** In accordance with the provisions of the Articles of Incorporation reasonable rules and regulations for the conduct of residents and the use of common elements may be promulgated by the Board of Directors, subject to approval by majority vote of the members of the Association at a membership meeting at which a quorum is present.

9. **Parliamentary rules.** Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, the Articles of Incorporation or Bylaws.

10. Amendments. These Bylaws may be amended in the following manner:

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

"Substantial rewording of Bylaw. See Bylaw ... for present text."

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

10.2 A resolution adopting an amendment may be proposed by either the Board of Directors of the Association, or by the members 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, provided such approval is delivered to the Secretary at or prior to the meeting. Unless otherwise provided herein, such approvals must be by two-thirds vote of the members present and voting.

10.3 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officer of the Association, with the formalities of a Deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

RESTATED ARTICLES OF INCORPORATION
OF
CENTER GATE ESTATES VILLAGE CONDOMINIUM ASSOCIATION,
SECTION V, INC.

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit, under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I
Name

The name of the Corporation shall be CENTER GATE ESTATES VILLAGE CONDOMINIUM ASSOCIATION, SECTION V, INC., and for convenience, the corporation shall be referred to in this instrument as the Association.

ARTICLE II
Purpose

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, the Condominium Act, Section 718.111, for the operation of CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION V, located upon the following lands in Sarasota County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III
Powers

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

(A) The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

(B) The Association shall have all the powers and duties set forth in the Condominium Act and in these Articles and the Declaration of Condominium, and all the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration, and as it may be amended from time to time, including, but not limited to, the following:

(1) To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.

- duties.
- (2) To use the proceeds of assessments in the exercise of its powers and
- (3) The maintenance, repair, replacement and operation of the condominium property.
- (4) The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
- (5) The reconstruction of improvements after casualty, and the further improvement of the property.
- (6) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than sixty (60%) percent of the votes of the unit owners of a particular condominium before such shall become effective.
- (7) To approve or disapprove the transfer, mortgage and ownership of units as may be provided by the Declaration of Condominium and the Bylaws.
- (8) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association, and the regulations for the use of the property of the condominium.
- (9) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the association in carrying out 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 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 Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the association.
- (10) To contract for the management or operation of portions of the common elements susceptible to separate management or operation and to lease such portions.
- (11) To employ personnel to perform the services required for proper operation of the condominium.
- (12) To purchase any land or recreation lease upon the approval of two-thirds (2/3) of the unit owners of each condominium.

(C) The Association shall not have the power to purchase a unit of the condominium, except at sales in foreclosure of liens for assessments for common expenses, at which sales, the Association shall bid no more than the amount secured by its lien.

(D) All funds and the title of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the Bylaws.

(E) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE IV

Members

The members of the Association shall consist of all of all of the record owners of units in the condominium and after termination of the condominium shall consist of those who are members at the time of such termination, their successors and assigns.

After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Sarasota County, Florida, a Deed or other instrument establishing a record title to a unit in the condominium, and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association, and the membership of the prior owner is terminated.

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 his unit.

The owner of each unit shall be entitled to at least one (1) vote as a member of the Association. The exact number of votes to be cast by owners of a unit, and the manner of exercising voting rights, shall be determined by the Bylaws of the Association.

ARTICLE V

Directors

The affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but not less than three Directors, and in the absence of such determination, shall consist of three Directors. Directors shall be members of the Association.

Directors of the Association shall be elected at the annual meeting of the members, in the manner determined by the Bylaws.

Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

ARTICLE VI

Officers

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

ARTICLE VII

Indemnification

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and all liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that a settlement of the indemnification shall apply only when the Board of Directors 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 VIII

Bylaws

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws, which requires a 2/3 vote of the membership.

ARTICLE IX

Amendments

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

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.

A Resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members 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, providing such approval is delivered to the Secretary at, or prior to, the meeting; except as elsewhere provided.

To become an amendment to the Articles of Incorporation:

- (a) approvals must be by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or
- (b) by not less than eighty percent (80%) of the votes of the entire membership of the Association.

No amendment shall make any changes in the qualifications for membership, nor the voting rights of members, nor any change in Section (C) of Article III, without approval in writing of all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

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

ARTICLE X

Term

The term of the Association shall be perpetual.

CENTER GATE ESTATES VILLAGE CONDOMINIUM ASSOCIATION, SECTION V, INC.

ENFORCEMENT OF PARKING RULES PER DECLARATION OF CONDOMINIUM ARTICLE XI, USE RESTRICTION, ITEM 17, 31. TOWING AUTHORIZATION

EFFECTIVE 5/23/13

1. Guest parking is provided in the parking lot area on the west side of Lakecrest Place, south of the pool.
2. This area is reserved strictly for authorized guests, residents and workers performing services in the Community
3. No other vehicles are authorized.
4. Authorized vehicles may park for up to one (1) week in the guest parking area without notice to the Board.
5. Any authorized vehicle may park longer than one (1) week upon written request to, and approval from, the Board.
6. Any vehicle that does not comply with the Declaration, Use Restrictions, or is parked in any otherwise restricted parking area is subject to towing per Florida Statute 715.
7. Residents are responsible for notifying their guests and workers of this rule.
8. Towing may be ordered by the Board per Florida Statute 715.

Center Gate Estates Village Condominium
Association, Section V, Inc.



Prokop, P.A.
Community Association
Management
941-342-6444

The Prokop Companies



Prokop Realty, Inc.
Real Estate Sales
and Management
941-388-7342

CENTER GATE ESTATES VILLAGE CONDOMINIUM ASSOCIATION, SECTION V, INC.

INSTALLATION OF SKYLIGHTS

Dear Unit Owner:

Periodically, a unit owner wishes to repair, replace or add skylights in their unit. In order to ensure that uniform standards are followed, enclosed is a set of guidelines to assist you, should you wish to pursue skylights in the future.

If you have any questions regarding the enclosure please feel free to contact our office.

Ken Prokop
Agent

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Center Gate Estate Village Sec. V

RE: Guidelines for skylight repair, replacement or addition.

Effective: Jan 1, 2014

Skylights will be considered a through-the-roof feature added by a unit owner either at the time of original construction or added subsequently. They will not be considered "*the roofs*" per Section III, Unit Boundaries, Item A of the Declaration of Condominium.

Addition of skylights

Florida law, (Florida Solar Rights Law, Sec 163.04), prohibits Associations from preventing solar efficient devices from being installed.

Any request to install a new skylight must be reviewed by the Board

The Board can not prohibit the installation but holds the authority to determine type and installer.

Repair or replacement of existing skylights

If a leak occurs in a unit owners home, the Association will pay for analysis of leak location.

If a leak occurs in the skylight dome, flashing area around skylight or frame of skylight, the unit owner is responsible for repair or replacement in any of these areas.

If a leak is determined to be caused by a faulty skylight dome, flashing or frame, the unit owner is also responsible for any interior repair to the unit.

A qualified , insured contractor will be required to perform the work and must be reviewed by the Board to assure credentials prior to the work being done.

The contractor will be responsible for any tile breakage while performing the work. This must be stated on any contractor's quote or estimate for roof work.

Approved by The Board of Directors

J S Smith, President. Date 1/14/2014