

## SRV SPECIAL MEMBERS MEETING VOTE

Thursday, APRIL 11, 2024 at 10:00 a.m.

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If you are receiving this Meeting Notice packet via email, please click on **DOWNLOAD** to view the entire packet.

STRATHMORE RIVERSIDE VILLAS ASSOCIATION, INC  
2700 RIVERBLUFF PARKWAY  
SARASOTA, FL 34231  
PHONE:941-922-8188 FAX:941-927-9849

March 15, 2024

**RE: PROPOSED AMENDMENTS**

Dear Members:

We are contacting you regarding a matter of great importance intended to continue the success of Strathmore Riverside Villas into the future. Specifically, we are contacting you regarding a member's meeting that will be held in the **Clubhouse at 10:00 am on April 11, 2024**, at which the Unit Owners will vote on five (5) proposed amendments to the Declarations governing Strathmore Riverside Villas, as described herein. For this purpose, you will find enclosed: 1) a Notice and Agenda, 2) a Limited Proxy, 3) the Proposed Five (5) Amendments, and 4) a Stamped-Enclosed Return Envelope.

Your Board of Directors and Management are recommending the following five (5) amendments to the Declarations, that they believe will be beneficial to the membership.

**PROPOSED AMENDMENT #1 – CONSOLIDATED DECLARATION**

**PROPOSED AMENDMENT #2 – DECLARATION AMENDMENT THRESHOLD REDUCTION**

**PROPOSED AMENDMENT #3 – UNIT WORK CLARIFICATIONS**

**PROPOSED AMENDMENT #4 – ELIMINATION OF DOG SIZE LIMITATION/PROHIBITION ON AGGRESSIVE DOGS**

**PROPOSED AMENDMENT #5 – DOMESTIC PARTNERS**

Your Board of Directors and Management thank you in advance for your anticipated support in approving these amendments of great importance to the long-term health, viability, and transparency of the Strathmore Riverside Villas community. Each amendment is its own amendment, and a vote on one of the amendments will not affect the outcome of the votes for other amendments.

The member's meeting will be held on **April 11, 2024, at 10:00 am**, at which the Owners will vote on these proposed amendments. If you cannot attend in person, please complete and return the enclosed Limited Proxy in advance of the meeting in the self-addressed stamped envelope provided for your convenience. If you have any questions or if you wish to submit your Limited Proxy electronically, you can email them to: **Srv2700@comcast.net**

SRV has previously authorized electronic voting. Members may elect to participate in electronic voting by following the enclosed electronic voting consent and registration instructions.

Your Board of Directors thanks you for your attention in this very important matter and for your anticipated **YES, FOR** vote approving the proposed consolidation and restatement of the Declarations.

Sincerely,  
*Board of Directors for  
Strathmore Riverside Villas Association, Inc.*

**Enclosures:** Notice and Agenda, Proposed Amendments, Limited Proxy, Stamped Return Envelope, & Electronic Voting Instructions

**NOTICE AND AGENDA  
OF  
STRATHMORE RIVERSIDE VILLAS ASSOCIATION, INC.  
MEMBER MEETING**

JOIN ZOOM MEETING:  
**HTTPS://ZOOM.US/J/98134142599?PWD=K21NBU9SVNU1CWKXSGVRYWFJAZVLZZ09**  
**MEETING ID: 981 3414 2599**  
**PASSCODE: 815900**  
**DIAL BY YOUR LOCATION**  
**• +1 305 224 1968 US**

This meeting will be held at the following date, time and place:

April 11, 2024  
10:00 am  
Clubhouse

**SRV has previously authorized electronic voting. Members may elect to participate in electronic voting by following the enclosed electronic voting consent and registration instructions.**

**AGENDA**

1. Call to Order by President
2. Pledge of Allegiance
3. Roll Call
4. Determination of a Quorum
5. Confirmation of Proper Notice
6. Consider Approval of Prior Minutes
7. New Business – *See enclosed amendment text to consider for approval:*
  - a. **Proposed Amendment #1 – Consolidation Declaration**
  - b. **Proposed Amendment #2 – Declaration Amendment Threshold Reduction**
  - c. **Proposed Amendment #3 – Unit Work Clarification**
  - d. **Proposed Amendment #4 – Elimination of Dog Size Limitation/Prohibition on Aggressive Dogs**
  - e. **Proposed Amendment #5 – Domestic Partner**
8. Owner Comment
9. Call to Adjourn

**BOARD OF DIRECTORS FOR  
STRATHMORE RIVERSIDE VILLAS  
ASSOCIATION, INC.**

**Dated:** This 15<sup>th</sup> day of March 2024.

**LIMITED PROXY**  
**STRATHMORE RIVERSIDE VILLAS ASSOCIATION, INC.**

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The undersigned hereby appoints \_\_\_\_\_, or, if I have filled in no name or in the absence of this person, hereby appoints the President, or in the absence of the President, the Vice President, or in the absence of the Vice President, the Secretary of the Association of the Board of Directors, with the full power of substitution, as my proxy holder to attend the meeting of the Membership of **STRATHMORE RIVERSIDE VILLAS ASSOCIATION, INC. to be held at 10 am at the Clubhouse on April 11, 2024**, and any adjournment or adjournments thereof. The proxy holder named above has the authority to vote and act for me to the same extent (general powers) that I would if personally present including the election of Directors, except that my proxy holder's authority is limited as indicated below:

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LIMITED POWERS (FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW). I SPECIFICALLY AUTHORIZE AND HEREBY INSTRUCT MY PROXY HOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

*Your Board of Directors recommends a **YES, FOR** vote on the **FIVE (5) PROPOSED AMENDMENTS***

**PROPOSED AMENDMENT #1**

**CONSOLIDATED DECLARATION** - Should the Amended and Restated Declarations of Condominium of Strathmore Riverside Villas, A Condominium, Section One, Section Two, and Section Three be consolidated and restated as proposed? (see enclosed explanation and text)

\_\_\_\_\_ **YES, FOR**      \_\_\_\_\_ **NO, AGAINST**

**PROPOSED AMENDMENT #2**

**DECLARATION AMENDMENT THRESHOLD REDUCTION** - Should the Consolidated Declaration be amended as proposed? (see enclosed explanation and text)

\_\_\_\_\_ **YES, FOR**      \_\_\_\_\_ **NO, AGAINST**

**PROPOSED AMENDMENT #3**

**UNIT WORK CLARIFICATIONS-** Should the Consolidated Declaration be amended as proposed?

\_\_\_\_\_ **YES, FOR**      \_\_\_\_\_ **NO, AGAINST**

**PROPOSED AMENDMENT #4**

**ELIMINATION OF DOG SIZE LIMITATION/PROHIBITION ON AGGRESSIVE DOGS** - Should the Consolidated Declaration be amended as proposed?

\_\_\_\_\_ **YES, FOR**      \_\_\_\_\_ **NO, AGAINST**

**PROPOSED AMENDMENT #5**

**DOMESTIC PARTNERS** - Should the Consolidated Declaration be amended as proposed?

\_\_\_\_\_ **YES, FOR**      \_\_\_\_\_ **NO, AGAINST**

Unit #/Street Address: \_\_\_\_\_ Date: \_\_\_\_\_

UNIT OWNER (unit owner or that owner designated on the voting certificate, if applicable)

Name (print) \_\_\_\_\_ Sign: \_\_\_\_\_

THIS PROXY IS REVOCABLE BY THE UNIT OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THIS PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.

**LIMITED PROXY Q&A**

**WHAT IS A LIMITED PROXY?** A Limited Proxy helps the association obtain a quorum and allows you to vote on matters coming before the membership at a meeting in the event you cannot attend in person OR you have not signed up to vote electronically. See the enclosed electronic voting instructions if you wish to vote electronically.

**HOW DOES THE LIMITED PROXY WORK?** You can designate (at the top of the limited proxy in the blank line) a specific person to vote specifically as directed on each of the voting items listed. If you do not designate a specific person to vote on your behalf OR if this person fails to attend, the proxyholder will default to the President of the Association who will then vote on your behalf specifically as directed on each of the voting items listed.

**HOW CAN I SUBMIT MY LIMITED PROXY?** Your limited proxy may be mailed or emailed to the Association as provided in the cover letter OR may be hand delivered to the meeting. To be clear, the limited proxy must be received by the Association PRIOR to the start of the meeting.

**WHAT IS NEEDED TO ENSURE MY LIMITED PROXY IS VALID?** Your limited proxy must be dated and must be signed by the Unit Owner or the person designated on a voting certificate, if applicable. The limited proxy must also identify the unit to which it applies.

**PROPOSED AMENDMENT #1 – CONSOLIDATED DECLARATION**

**EXPLANATION:** This amendment is for convenience and clarity; if adopted, all Unit Owners will be able to look at a single Declaration with applicability to all sections of Strathmore Riverside Villas. In years past, the Association has had to create identical amendments for each section’s Declaration, creating wholly unnecessary bureaucratic hurdles. If adopted, the proposed Consolidated Declaration would streamline Association governance, incorporating all previously adopted amendments into a single document.

Proposed Consolidation and Restatement of the Amended and Restated Declarations of Condominium for Strathmore Riverside Villas Section One, Section Two, and Section Three (herein “Proposed Consolidation”). **This Proposed Consolidation will implement no substantive changes to the content of the Declarations.**

It is crucial that you vote **to approve** the consolidation of the Amended and Restated Declarations of Condominium for Strathmore Riverside Villas Section One, Section Two, and Section Three. The purpose of consolidating the three (3) existing Amended and Restated Declarations into a single Consolidated Declaration is for convenience and clarity; if adopted, all Unit Owners will be able to look at a single Declaration with applicability to all sections of Strathmore Riverside Villas. In years past, the Association has had to create identical amendments for each section’s Declaration, creating wholly unnecessary bureaucratic hurdles.

If adopted, the proposed Consolidated Declaration would streamline Association governance, incorporating all previously adopted amendments into a single document.

**To be clear, the Proposed Consolidated Declaration contains no changes to owner rights, owner liabilities, or owner obligations.** The minor changes made to effectuate the consolidation of the Declarations are shown in *ITALICS*. These minor changes primarily reflect the need to name the three (3) sections and to accommodate for any slight differences.

**PROPOSED**

**AMENDED, RESTATED, AND CONSOLIDATED  
DECLARATION OF CONDOMINIUMS OF  
STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION ONE  
STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION TWO  
STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION THREE**

*[Substantial rewording of non-substantive text in the 3 Declarations necessary to permit consolidation in italics. See current Declarations for present text]*

**ARTICLE I  
INTRODUCTION AND SUBMISSION**

1.1 **Submission Statement:** STRATHMORE RIVERSIDE VILLAS ASSOCIATION, INC., a Florida not-for-profit corporation which has been organized for the purposes of governing the STRATHMORE RIVERSIDE VILLAS, SECTION ONE, SECTION TWO, AND SECTION THREE, and the owners of the Condominium Units, hereby collectively submit the real property described in **Exhibit "A"** (the "Land"), and all improvements erected thereon, all easements, all rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for the use and connection therewith, to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as amended; excluding therefrom, however, all public utility installations, cable television lines, and other similar equipment (if any) owned by a utility furnishing services to the condominium, and also excluding therefrom all personal property belonging to individual Unit Owners

1.2 **Name and Location:** *The names of the three (3) Condominiums subject to this Declaration shall be identified as*

*STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION ONE  
STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION TWO  
STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION THREE*

*All of the aforementioned Condominiums are all located at 2700 Riverbluff Parkway, Sarasota, Florida.*

1.3 **Gender Neutral Language:** Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a Condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, as amended, of the State of Florida.

## **ARTICLE II** **DEFINITIONS**

The following terms when used in this Declaration of Condominium and its exhibits, including the Articles of Incorporation and Bylaws of STRATHMORE RIVERSIDE VILLAS ASSOCIATION, INC., shall be defined in accordance with the provisions of the Florida Condominium Act, and as follows, unless the context otherwise requires:

2.1 **"Act"** means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as amended.

2.2 **"Articles"** means the Articles of Incorporation of the Association, attached hereto as Exhibit "B".

2.3 **"Assessment"** means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

2.4 **"Association"** means STRATHMORE RIVERSIDE VILLAS ASSOCIATION, INC., a Florida corporation, not-for-profit, the entity responsible for the operation of the Condominiums.

2.5 **"Board"** means the Board of Directors of the Association.

2.6 **"Building"** means the structures on the Condominium Property in which the Units are located.

2.7 **"Bylaws"** means the Bylaws of the Association, attached hereto as Exhibit "C".

2.8 **"Common Elements"** means the portions of the condominium property not included within any Unit as further defined in Article IV thereof.

2.9 **"Common Expenses"** means all expenses for the operation, maintenance, repair, or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expense designated as Common Expense by the Act, the Declaration, the documents creating the Condominiums, or the Bylaws.

2.10 **"Common Surplus"** means the amount of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, in excess of the amount of Common Expenses.

2.11 **"Condominium" or "Condominiums"** mean(s) STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION ONE, STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION TWO, and STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION THREE.

2.12 **"Condominium Documents"** means this Declaration, the Articles, the Bylaws, and the Rules and Regulations, all exhibits to any of them and all amendments thereto as may be adopted from time to time.

2.13 **"Condominium Parcel"** means each Condominium Unit and its appurtenances as defined in the Act and further defined herein.

2.14 **"Condominium Plat" or "Plat"** refers to the previously recorded drawing containing the survey, legal description, plot plat and graphic description of improvements recorded in 1) Condominium Plat Book 3, Pages 50, et seq. of the Public Records of Sarasota County, Florida (Section One); 2) Condominium Plat Book 4, Pages 47, et seq. of the Public Records of Sarasota County, Florida (Section Two); and 3)

*Condominium Plat Book 4, Pages 48, et seq. of the Public Records of Sarasota County, Florida (Section Three);*

2.15 **"Condominium Property"** means the land and personal property that is subjected to condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominiums.

2.16 **"Condominium Unit"** or "Unit" means Unit as defined by the Act, and further defined herein.

2.17 **"Declaration" or "Declaration of Condominium"** means this Consolidation and Restatement of the Amended and Restated Declaration of Condominiums, as it may be amended from time to time.

2.18 **"Improvements"** means all structures, or any portion thereof, and artificial changes to the natural environment (exclusive of landscaping), located on the Condominium Property, including but not limited to the Buildings.

2.19 **"Institutional Mortgagee"** means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker or any other lender generally recognized as an institutional type lender holding a first mortgage on a Unit or Units.

2.20 **"Limited Common Elements"** mean those Common Elements the use of which are reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration or on the Condominium Plats.

2.21 **"Members"** shall consist of all Owners of record of each Unit. Members shall be entitled to one vote for each Unit owned. However, when there are multiple Owners of a Unit, there shall nevertheless be only one vote for each Unit.

2.22 **"Condominium Plat"** or "Plat" refers to the previously recorded drawing containing the survey, legal description, plot plat and graphic description of improvements recorded in 1) Condominium Plat Book 3, Pages 50, et seq. of the Public Records of Sarasota County, Florida (Section One); 2) Condominium Plat Book 4, Pages 47, et seq. of the Public Records of Sarasota County, Florida (Section 2); and 3) Condominium Plat Book 4, Pages 48, et seq. of the Public Records of Sarasota County, Florida (Section 3).

2.23 **"Public Records"** means the real property records maintained by the Clerk of the Circuit Court in and for the County within which the *Condominiums* are located.

2.24 **"Unit Owner" or "Owner"** means Unit Owner as defined by the Condominium Act.

2.25 **“Utility Services”** shall include, but not be limited to electric power, telephone, cable television, gas, water, and garbage and sewage disposal.

### **ARTICLE III** **DEVELOPMENT PLAN**

3.1 **Survey, Graphic Descriptions and Floor Plans:** A survey of the land described in Exhibit “A”, and graphic descriptions of the improvements in which the Units are located and a plot plan thereof, are all made a part hereof, and together with this Declaration, is sufficient in detail to identify the Common Elements, Limited Common Elements and each Unit and their relative locations and approximate dimensions. There shall pass with each Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements and Limited Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of any airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; and (d) other appurtenances as may be provided in this Declaration.

3.2 **Fraction of Common Elements and Common Expenses:**

A. The Owner of each Unit shall own an undivided fractional share and certain interest in the Common Elements, which share and interest shall be appurtenant to the Unit and the size of which share shall be dependent upon the total number of Units developed. The Common Expenses of the Condominium and Common Surplus of Condominiums shall be divided and apportioned among the Units equally *as permitted by Section 718.111(6), Florida Statutes, for condominium developers constructed prior to 1977.*

B. **Common Expenses and Surplus:** The percentage and manner of sharing Common Expenses and owning Common Surplus shall be in the same pro rata share, which is applicable to each Unit as set forth in Paragraph A above.

3.3 **Identification of Unit:** Each Unit has a numerical designation. The designation of each of such Units is set forth in the Plats.

### **ARTICLE IV** **UNIT BOUNDARIES** **AND COMMON ELEMENTS**

4.1 **Unit Boundaries:** Each Unit shall consist of that part of the improvements containing the Unit that lies within the boundaries of the Unit, which, pursuant to the Condominium Plat, are as follows: Ownership of a Unit extends between the planes of the vertical boundaries shown for the respective Units shown hereon and from the plane of the unfinished floor elevation also shown hereon to a horizontal plane fourteen (14) feet above the unfinished floor elevation. Ownership of a Unit also includes the annexed carport and porch area appearing hereon, the lower horizontal boundaries of which are planes four (4) inches lower than the unfinished floor elevation for such Unit. The upper horizontal boundary being a horizontal plane fourteen (14) feet

and four (4) inches above said lower boundaries with vertical (side) boundaries being the vertical planes shown on this Plat. The Unit boundaries encompass the Unit roof.

4.2 **Common Elements:** The Common Elements of the Condominiums appurtenant to each of the Units shall include the following:

- A. The land described above and all improvements thereon, except for Units as shown on the aforementioned Condominium Plats.
- B. Easements as may be necessary, through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other Units or Common Elements.
- C. Installations for furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing installations.
- D. The property and installations in connection therewith acquired for the furnishing of services to more than one Unit or to the Common Elements.
- E. Easements for maintenance of Common Elements.
- F. All outside surfaces of walls except for glass or screened surfaces of windows, doors or enclosures of the various Units, which said glass and screened surfaces will be part of each Unit and are not Common Elements. Covering, replacement or modification of all such surfaces, however, must be approved in advance by the Association hereinafter mentioned.
- G. Notwithstanding anything contained herein or in the Condominium Plats being recorded together herewith to the contrary it is expressly understood that the Common Elements shall be subject to easements for the installation and maintenance of public utility lines, equipment and services along, under or over roads, streets, and walkways, installed or provided in or on said Common Elements for public travel, for the benefit of *each Condominium Section in Strathmore Riverside Villas*.

4.3 **Limited Common Elements:** Pursuant to the Condominium Plats, lands and foundations under each building are Limited Common Elements, limited to the exclusive use of the respective Unit located thereon. All remaining lands that are not part of the Unit are Common Elements.

#### **ARTICLE V** **EASEMENTS**

Pursuant to the Condominium Plats, there exists a permanent non-exclusive easement over all roads and walkways appearing on the Plats or hereafter constructed on the Common Elements of this Condominium, hereby declared and dedicated for ingress and egress for the benefit of all Owners of lands in all Sections of Strathmore Riverside Villas Condominium, any leased area, lands lying between *the Condominiums* and Swift Road, their licensees, invitees, successors and assigns.

**ARTICLE VI**  
**MAINTENANCE, REPAIR AND REPLACEMENT**  
**MAINTENANCE, ALTERATION AND IMPROVEMENT**

Responsibility for the maintenance of the Condominium Property and restrictions upon the alteration and improvement shall be as follows:

6.1 **Common Elements and Limited Common Elements:**

A. **By the Association:** The maintenance and operation of the Common Elements and Limited Common Elements shall be the responsibility of the Association, unless otherwise provided herein, and the expenses associated therewith shall be designated as Common Expenses.

B. **Alteration and Improvement:** After the completion of the improvements included in the Common Elements and Limited Common Elements which are set forth in this Declaration, there shall be no alterations or further improvement in the Common Elements or Limited Common Elements without approval in writing of not less than two-thirds (2/3) of the total voting interests.

6.2 **Units:**

A. **By the Association:** The Association shall maintain, repair and replace at the Association's expense all portions of the Common Elements. All incidental damage caused to a Unit by work performed in maintaining the Common Elements shall be an Association expense. Notwithstanding the foregoing, the Association shall have the right to make rules regarding the maintenance of various Units as determined by the Association from time to time.

B. **By the Unit Owner:** The responsibility of a Unit Owner shall be as follows:

(i) To maintain, repair and replace at his sole expense all portions of his Unit including but not limited to all roofs, walls, all interior portions of the Unit, doors, windows, glass and screens (for all windows, doors or porches), electric systems (including panels, electric wiring, electric outlets, switches and fixtures located on the Unit side of the meter, but not including the meter itself), doorbells and door knockers, air conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing systems and sanitation facilities (including plumbing lines from the trunk line connections to the Unit) within the Unit, and plumbing fixtures and connection within the Unit, interior surfaces of all walls, floors, and ceilings and all other portions of his Unit. The Unit Owner is also responsible for keeping his Unit in good condition and repair and free from refuse and pest infestation.

(ii) The responsibility for maintenance and repair of all carports, laundry rooms, and porches (including glass and screening) shall be that of the Unit Owner owning such carport or porch. Portions of any structure, such as carports, roofs, common

walls, etc., that are shared by more than one Unit shall be the responsibility of the Unit Owners that enjoy the benefit of the shared structure. Any disputes regarding the responsibility of maintenance of any portion of a Building containing more than one Unit shall be resolved between the affected Owners.

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

C. **Alteration and Improvement:** No Unit Owner shall make any alteration or improvement to his Unit or to Common Elements unless he has first obtained the appropriate building permits and received approval in writing from the Board of Directors of the Association and, if required, the requisite approval of the other Owners. If said Owner has received the requisite approval, then the Unit Owner may make such alteration or improvement at his sole and personal expense, provided all work shall be done without disturbing the rights of other Unit Owners; and providing the Unit Owner shall make no changes or alterations to any Common Element.

6.3 **Responsibility for Maintenance:** Responsibility for the maintenance, repair and replacement of the Common Elements, Limited Common Elements, or Units shall be as follows:

A. **By the Association:** The Association shall maintain, repair and replace as part of the Common Expense all of the Common Elements, including but not limited to the grounds and landscaping, painting and cleaning of exterior walls of Units, painting of roof mansards, foundations and slabs of the improvements. The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Limited Common Elements, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the Common Elements or to another Unit.

B. **By the Unit Owners:** Each Unit Owner shall maintain, repair and replace everything within the confines of his Unit. In addition, each Unit Owner shall be obligated to maintain any concrete exterior extension that may be located adjacent to the Unit as approved by the Board of Directors.

6.4 **Owner's Failure to Act:** If an Owner fails to maintain and repair his Unit properly, including Limited Common Elements and appurtenances, that a Unit Owner is responsible for, including any of the above, the Association, at the discretion of the Board, may enter into any Unit upon reasonable notice during reasonable hours to inspect any Unit and make such repairs and perform such maintenance, and pay such amounts, as the Board may deem necessary. The cost of maintenance and repair, and the cost of collection, including interest, at the highest rate allowed by law, and reasonable attorneys' fees, if necessary, may be assessed against the Unit Owner and collected as any other assessment. In addition, if any Common Elements, including exterior surfaces of improvements, are altered or damaged by an Owner or his employee or guests, licensees or invitees, the Owner shall promptly restore or repair it, at his expense, in a good and workmanlike manner, as approved by the Board. If an Owner fails to make such

restoration or repair in a reasonable period of time, the Association, at the discretion of the Board, may perform the necessary work and the cost shall be assessed against the defaulting Unit Owner and collected as any other assessment. The Association shall have a lien against a Unit to the same extent, as is provided by the Condominium Act, for unpaid Assessments, for the costs of any such repairs paid by the Association, plus interest at the highest rate allowed by law, and costs and reasonable attorneys' fees incurred by the Association in enforcing its rights.

## ARTICLES VII THE CONDOMINIUM ASSOCIATION

7.1 **Power and Duties:** The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles, Declaration, Bylaws, and Rules and Regulations, as amended from time to time.

7.2 **Voting Rights:** Each Unit shall be entitled to one (1) vote to be cast in the manner set forth in the Bylaws.

7.3 **Membership Rights:** All persons owning a vested interest in the fee title to any of the Condominium Units, which interest is evidenced by a proper instrument duly recorded in the Public Records shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates.

7.4 **Additional Association Responsibilities:** The Association is also responsible for operating and maintaining additional lands purchased by the Association for the use and benefit of its members, subject to all rules and regulations promulgated by the Board.

## ARTICLE VIII OCCUPANCY AND USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominiums *exist* and the buildings in useful condition exist upon the land.

8.1 **Units:** 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, and any alterations thereto must be approved by the Board or the Owners as provided herein.

8.2 **Common Elements:** The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

8.3 **Leasing:** Units may be rented after prior written approval by the Association as elsewhere herein set forth in Article XII. A Unit shall not be rented for a period of less than three (3) months nor more than three (3) years, and no Unit shall be rented more than two (2) times in any calendar year. No subleasing shall be permitted. Renewals of leases must be approved by

the Association. The occupancy of a lease Unit thereof shall only be the Lessee, his family, and guests. The maximum number of leased Units in a Condominium is limited to fifteen percent (15%) at any time. However, the exception to the fifteen percent (15%) limit are those Units leased by the Association as a result of foreclosure or collection situations where the Association has gained title or been given written permission to lease a delinquent Unit. The maximum number of such leases in Sections 1, 2, and 3 combined shall not exceed five (5) at any given time. These Units will be counted separately and not part of the fifteen percent (15%) Owner rental cap. Age restrictions specified in Section 8.11 apply to all leases.

8.4 **Nuisances:** No nuisances shall be allowed on the Condominium Property nor any use or practice which is a source of annoyance to the residents or which interferes with the peaceful possession or proper use of the property by its residents, such as loud noises or obnoxious odors, or conduct or conditions giving rise to safety concerns. No Unit Owner shall permit any use of his Unit or of the Common Elements which shall increase the rate or premium of insurance upon the Condominium Property. Further, no immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

8.5 **Rules and Regulations:** Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association as provided by its Articles of Incorporation and By-Laws, copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium.

8.6 **Signs:** No signs or banners of any type shall be maintained, 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 except for those signs designating names of buildings and Unit number and those signs specifically approved in writing hereafter by the Association.

8.7 **Units:** Each Unit shall at all times be occupied by only one family and guests, as a residence and for no other purpose. No business, commercial activity or profession that results in client visits and/or product delivery or picking up from any Unit may be conducted from any Unit. No Unit may be divided or subdivided.

8.8 **Pets:** No dog shall exceed fifteen (15) inches in height at the shoulder when fully grown. Pets shall be limited to two (2) dogs or cats (i.e., two dogs or two cats, or one dog and one cat, for an aggregate total of two such pets), or small birds and aquarium fish, provided that such pets do not become an unreasonable nuisance or an unreasonable annoyance to the community. Any pet causing, creating, or contributing to a nuisance, unreasonable disturbance, or safety concern in the community must be immediately removed from the premises upon written notice from the Association. The question of safety or nuisance shall be entirely within the discretion of the Association. All Unit Owners maintaining a pet upon any portion of the Condominium Property shall be deemed to have indemnified and agreed to hold the Association and other Unit Owners free and harmless from any loss, claim or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet within the Condominium. Pets may not be kept, bred, or maintained for commercial purposes. Reptiles, exotic or non-traditional pets, livestock, or poultry shall not be permitted. Each pet owner is responsible for cleaning up after

their pet and insuring that their pet does not disturb the other occupants of this community. All pets must be on a controlled leash while outside of the Unit, and the Board shall have the authority to regulate the maximum length of leash required for walking and exercising pets on Condominium Property to ensure adequate control of such pets. The Board shall have the authority to adopt reasonable rules regarding pets that are not inconsistent with this provision. The feeding of birds or stray animals, including but not limited to cats and dogs, shall be prohibited on Condominium Property. However, bird feeders of reasonable size shall be permitted only to the extent that such feeders are approved by the Board of Directors and do not become an unreasonable nuisance to the community.

8.9 **Additional Restrictions:** No Owners, tenant, guest, or other occupant of a Unit shall do anything contrary to any Rules, Regulations and Restrictions that may be promulgated and enforced by the Board from time to time pursuant to authority granted to the Board by the Articles and the By-Laws.

8.10 **Motor Vehicles; Commercial Vehicles; Parking:** All vehicles must be parked in Association designated parking areas, and parking on streets or lawns is prohibited. SUV's, station wagons, and vans of the type commonly used as private passenger vehicles may be parked in approved parking areas provided such vehicle otherwise complies with the terms of this provision. Notwithstanding the foregoing, Unit Owner vehicles longer than nineteen (19) feet in length or exceeding seven (7) feet in height shall not be permitted in the Unit Owner's carport, and must be parked in areas designated by the Association for oversized vehicles. No commercial trucks or vehicles other than those temporarily present on business may be parked within the Condominium complex. A commercial vehicle includes, but is not limited to, vehicles used in a trade or business, vehicles with commercial writing, advertising, or logos on the exterior, or vehicles that carry tools, equipment or ladders that can be viewed from the exterior. Commercial vehicles performing services in the community, SUV's with a pick-up backend, boats, boat trailers, personal watercraft or any trailer, travel trailers, campers, mobile homes, motor homes, recreational vehicles, motorcycles, and the like, and any vehicle not in operable condition or validly licensed, may not be kept on Condominium premises without prior Board approval. Such approvals will be limited in duration based on the then current Association rules and regulations. Such vehicles must otherwise be parked in parking areas designated by the Association. Commercial vehicles performing services in the community may not remain overnight or after normal working hours except in cases of emergency. The Association shall have the authority to promulgate reasonable rules and regulations regarding the parking of any vehicles on Condominium Property for temporary or extended periods of time. At no time shall any vehicle, camper, or motor home be utilized as an overnight residence while parked on the property. At no time shall any vehicle be permitted to block access to Units, create a safety hazard to ingress and egress throughout the community roadways, driveways, or parking spaces. No Unit shall have more than two (2) vehicles on the property unless approved by the Board. No vehicle shall be permitted to be worked on any street or parking within the community except in an emergency and only on a temporary basis. Vehicles that do not adequately fit into the designated parking areas shall not be permitted to be parked in the community.

8.11 **Age Restriction:** Inasmuch as the Association is designed and intended as a retirement community for older persons, to provide housing for residents who are fifty-five (55)

years of age or older, no Unit shall, at any time, be permanently occupied by children who are under eighteen (18) years of age; except that children below the age of eighteen (18) may be permitted to visit and temporarily reside for periods as provided in the Association rules. No sole occupancy of any Unit shall be permitted by an individual between the ages of eighteen (18) and fifty-five (55). Units shall at all times have at least one resident fifty-five (55) years of age or older. Individuals under the age of fifty-five (55) shall be permitted to occupy a Unit under the following circumstances:

- a. At least one other person permanently occupying the Unit is age fifty-five (55) or older;
- b. If such person is the surviving spouse of a Unit Owner that was fifty-five (55) years of age or older on the date of death, and if such person occupied the Unit prior to the Unit Owner's death.

The Board of Directors shall establish policies and procedures for the purpose of assuring that the required percentages of permanent occupancy as required by law are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a Unit by any person(s) who do not meet the occupancy requirements set forth herein. Notwithstanding the foregoing, nothing stated in this provision prevents a person that is under the age of fifty-five (55) from owning or inheriting a Unit in the Condominium. **The restrictions herein apply to occupancy of Units.**

8.12 **Electrical Interference:** No Electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television reception in other Units.

8.13 **Wires, Antennas, Satellite Dishes, and Other Attachments:** No wires, antennas, satellite dishes, clothes lines, or other equipment or structures shall be erected, constructed, or maintained on the exterior of any Unit or on or in any of the Common Elements except upon the written consent of the Association. The Association reserves the right to regulate the size, type, and placement of such structures to the maximum extent permitted by law. No clotheslines, hangers, or drying facilities shall be maintained on the exterior of any Unit or in or on any part of the Common Elements, except by the Association. 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.

8.14 **Speed Limit:** The maximum speed limit throughout the community is fifteen (15) miles per hour. The Association shall have the authority to post speed limits throughout the community as needed. Failure to comply with the posted speed limit is a violation of this Declaration. Furthermore, operation of a motor vehicle on Condominium Property shall not be permitted by individuals that do not possess a valid, current driver's license. The Association shall have the authority to require proof of such licensing, and shall be authorized to promulgate a procedure for verifying such information.

8.15 **Guests or Visitors:** Guests or visitors are permitted no more than thirty (30) days in a twelve (12) month period. Individuals occupying a Unit in excess of such period shall be considered permanent occupants and shall be subject to all application and approval requirements established by the Association including the age restriction set forth in Section 8.11. The Board shall have the authority to promulgate reasonable rules and regulations regarding guests, visitors, relatives, and other temporary occupants in the community.

8.16 **Enforcement:** The Association shall enforce by legal means, the provisions of the Condominium Act, Declaration of Condominium, the Articles of Incorporation, the By-Laws and Rules and Regulations for the use of the property of the Condominium. In the event that the Association determines that any Unit Owner is in violation of any of the provisions of the Condominium Act, the Declaration, the By-Laws, Articles, or Rules and Regulations, the Board, or any agent of the Board designed for that purpose shall notify the Unit Owner of the nature of the violation. The Board shall have the authority to adopt guidelines for enforcement procedures and to appoint fining and/or enforcement committees to administer such procedures to the maximum extent permitted by the Association's governing documents and Florida law. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. No fine for a single violation may exceed the maximum extent permitted by law. No fine in the aggregate shall exceed the maximum extent permitted by law. The defaulting Unit Owner shall be entitled to a hearing before a fining committee of other Unit Owners appointed by the Board, upon written notice of not less than fourteen (14) days, specifying the violations charged, and the date, time and place of the hearing. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any materiel considered by the Association. A fine in any amount may not be levied by the Association unless approved by the fining committee. No fine shall become a lien upon the Unit whose Owner is in violation.

## **ARTICLE IX** **ASSESSMENTS AND LIENS**

The Association has the power to levy and collect Assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including regular Assessments for each Unit's share of the Common Expenses as set forth in the annual budget, and Special Assessments for unusual, non-recurring or unbudgeted Common Expenses, as provided in this document and the Association bylaws. The Association may also levy special charges and fines against any individual Unit for any amounts other than Common Expenses which are properly chargeable against such Unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as follows:

### **9.1 Common Expenses:**

A. Each Unit Owner shall be assessed his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Condominiums. Payment thereof shall be in such installments and at such times as

may be provided in the Bylaws. In the event of the failure of a Unit Owner to pay any assessment or charge against his Unit when due, the amount thereof shall constitute a lien on his Unit as provided by the Act.

B. If the Board of Directors decides that any unpaid assessment is uncollectible, it shall become a common expense.

9.2 **Share of Common Expenses:** The Owner of each Unit shall be liable for a share of the Common Expenses of the Condominiums equal to his *or her* share of Ownership of the Common Elements and the Common Surplus.

9.3 **Ownership:** Assessments collected by or on behalf of the Association become the property of the Association. No Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner has the right to withdraw or receive distribution of his share of the Common Surplus, except as otherwise provided herein or by law.

9.4 **Who is Liable for Assessments:** The Owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Article 9.5 below, whenever title to a Condominium Parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments against the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

9.5 **No Waiver or Excuse from Payment:** The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit for which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of his share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as may otherwise be permitted by law.

9.6 **Application of Payments; Failure to Pay; Interest:** The Association shall have the authority to set forth deadlines for payments of all Assessments, and shall have the authority to charge late fees and/or interest up to the highest rate allowed by law, until paid. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date for payment established in the Bylaws or otherwise set by the Association. All payments on account shall be first applied to interest, then delinquencies, costs and attorneys' fees, other charges, and regular or special Assessments, in such manner and amounts as the Board may determine regardless of any restrictive endorsement on or accompanying the payment. No payment by check is deemed received until the check has cleared.

9.7 **Liens:** The Association has a lien on each condominium parcel securing payment of past due Assessments, including interest and reasonable attorneys' fees and

costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien also secures all unpaid Assessments and charges coming due prior to a final judgment of foreclosure. The lien is perfected upon recording a Claim of Lien in the Public Records of Sarasota County, Florida, stating the description of the condominium parcel, the name of the record Owner, the Assessments past due and the due dates. The lien is in effect until barred by law. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

9.8 **Acceleration:** If any special assessment or regular assessment as to a Unit remains unpaid thirty (30) days after the due date, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment and all special Assessments for that fiscal year as if said Assessments had originally been due on the date the Claim of Lien was recorded. The Association's lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose required by the Condominium Act, or may be sent separately.

9.9 **Priority of Lien:** If required by the Condominium Act as amended from time to time, the Association's lien for unpaid Assessments shall be subordinate and inferior to any recorded first mortgage and any recorded institutional mortgage, unless the Association's Claim of Lien was recorded before the mortgage. The Association's lien shall be superior to, and take priority over, any other mortgage regardless of when the mortgage was recorded.

9.10 **Foreclosure of Lien:** The Association may bring an action in its name to foreclose its lien for unpaid Assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any lien rights.

9.11 **Transfer of Ownership of Foreclosed Unit:** If a foreclosure action is brought against the Owner of a condominium Unit and the interest of the Owner in the condominium Unit is sold, the Owner's membership shall be canceled and membership shall be issued to the purchaser at the foreclosure sale.

9.12 **Certificate as to Assessments:** Within fifteen (15) days after request by a Unit Owner or mortgagee, the Association shall provide a certificate stating whether all Assessments and other monies owed to the Association by the Unit Owner with respect to the condominium Unit have been paid.

## **ARTICLE X**

**CONDOMINIUM PARCELS;**  
**APPURTENANCE AND USE; SHARE OF COMMON EXPENSES**

10.1 **Percentage Ownership and Shares:** The Owner of each Unit shall own an undivided share in the Common Elements and the Common Surplus based upon the number of Units in the Condominiums.

10.2 **Use and Possession:** A Unit Owner is entitled to exclusive use and possession of his Unit. He *or she* is entitled to use the Common Elements in accordance with the purposes for which they are intended, but no use may unreasonably interfere with the rights of other Unit Owners or other persons having rights to use the Condominium Property. No Unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the Units, Common Elements, and Limited Common Elements shall be governed by the Condominium Documents and by the Rules and Regulations adopted by the Association, through its Board of Directors, as set forth in the By-Laws.

**ARTICLE XI**  
**INSURANCE**

Insurance covering portions of the Condominium Property shall be governed by the following provisions:

11.1 **Purchase, Custody and Payment:**

A. **Purchase:** All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

B. **Named Insured:** The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their Mortgagees, without naming them.

C. **Custody of Policies and Payment of Proceeds:** Except as provided in Article 11.6 herein, all policies shall provide that payments for losses made by the insurer shall be paid to the Association, or individual owner, as appropriate.

D. **Copies to Mortgagees:** One copy of each insurance policy, or a certificate, evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates also shall be furnished, upon request, not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

E. **Personal Property and Liability:** Unit Owners may obtain insurance coverage at their own expense and at their own discretion upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and, as required by Article 11.3, shall obtain insurance coverage for their personal liability and for any other risks not otherwise insured in accordance herewith.

11.2 **Coverage:** The Association shall maintain insurance covering the following:

A. **Casualty:** All Improvements owned by the Association, together with all service machinery contained therein (collectively, the "Insured Property"), shall be insured in an amount to be determined by the Board of Directors, taking into consideration the full insurable replacement value thereof, excluding foundation and excavation costs. The Association shall have the authority to purchase insurance on the physical structures that consist of the individual units for the benefit of the Unit Owners, and shall require payment of premiums and deductibles as further described in this Declaration. The Association shall not be required to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes. Such policies may contain reasonable deductible provisions as determined by the Board of the Association. Such coverage shall afford protection against:

- (i) Loss or Damage by Fire or Other Hazards covered by a standard extended coverage endorsement; and
- (ii) Such Other Risks as from time to time are customarily covered with respect to Buildings and Improvements similar to the Insured Property in construction, location, and use, including, but not limited to, vandalism and malicious mischief.

B. **Liability:** Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of the Association.

C. **Workmen's Compensation:** Workmen's Compensation and other insurance required by law.

D. **Flood Insurance:** Flood Insurance if required by Institutional First Mortgagees or if the Association so elects.

E. **Fidelity Bonds:** Fidelity Insurance or Bonds covering all directors, officers and employees of the Association and managing agents who handle Association funds, if any, in at least the minimum amounts required by the Act.

F. **Additional Coverages:** Directors and Officers Insurance, or any such other insurance as the Board shall determine from time to time to be desirable.

11.3 **Responsibility of Individual Unit Owners:** It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any Unit Owner, but the Unit Owner shall obtain personal liability insurance at the Owner's expense provided such insurance shall not be of such a nature to affect policies purchased by the Association. Each Unit Owner shall be responsible to obtain insurance coverage for those items that are located within their Unit boundaries for which the Unit Owner is obligated to maintain. As stated in Article 11.2, under those conditions these items will be excluded from the insurance coverage obtained by the Association and therefore must be affirmatively covered by the Unit Owners.

11.4 **Premiums:** Premiums and deductibles for insurance policies purchased by the Association shall be paid by the Association as a Common Expense and shall be assessed

against and paid by such Owners. Premiums may be financed in such manner as the Board deems appropriate. Deductibles for insurance policies that may be purchased by the Association for the benefit of individual structures or Units shall be paid by the Unit Owner receiving the benefit therefrom.

11.5 **Share of Proceeds:** All insurance policies obtained by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their respective interests may appear, and shall provide that all proceeds shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective Mortgagees in the following shares, but which shares need not be set forth on the records of the Association:

A. **Insured Property:** Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as Owner's share in the Common Elements and Common Surplus appurtenant to each Unit as set forth in Article X of this Declaration.

B. **Mortgagees:** Except as provided herein no Mortgagee shall have any right to determine nor participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

11.6 **Distribution of Casualty Insurance Proceeds:** Proceeds of casualty insurance policies received by the Association shall be distributed to or for the benefit of the beneficial Owners in the manner herein provided.

11.7 **Association as Agent:** The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

11.8 **Reconstruction and Repair:** In the event of destruction, either partial or substantial of a Unit, the Owner of such Unit shall be under an obligation to cause the same to be repaired or rebuilt and shall commence and diligently pursue the repair and rebuilding of such Unit within sixty (60) days from the date of destruction. The insurance proceeds applicable to said Unit are to be properly applied for by the Owner of said Unit and/or the Association as may be required and are to be received by the Association and/or the institutional mortgagee of said Unit, as then agreed upon, and held in escrow to apply to and assure the prompt payment of the cost of such repair and building. In the event that the Owner of such affected Unit fails to commence and pursue such repair or rebuilding within the time provided, the Association shall have the right in his name and stead to cause the same to be commenced and diligently prosecuted at the Owner's cost and expense. The insurance proceeds applicable to such Unit shall be subjected to a lien to indemnify the Association for any cost or expense for which

it is held responsible by virtue of its undertaking such repair or rebuilding. In the event the insurance proceeds applicable to any repair or rebuilding of a Unit shall not be sufficient to cover the cost of the same, the Owner of said Unit shall promptly pay the deficiency and, failing to do so, the Association may advance and pay such deficiency on behalf of said Owner and to the extent of such payment, the Association shall be entitled to a lien on the Owner's Unit and may, in order to collect said lien, pursue foreclosure or any remedy provided for collection of assessments by the Condominium Act of the State of Florida. In pursuing such remedy, the Association shall be entitled to collect from such defaulting Owner all costs of collection, including a reasonable attorney's fee.

## **ARTICLE XII** **MAINTENANCE OF COMMUNITY INTERESTS**

In recognition of the close proximity of the Units and the mutual utilization and sharing of the Common Elements, it shall be necessary for the Board, or its duly authorized officers, agent or committee, to approve in writing all sales, transfers by gift, devise, inheritance or otherwise; leases or occupation of a Unit **before** such sale, transfer, lease or occupation shall be valid and effective. The Association may promulgate procedures for application for ownership and occupancy. Written application for such approval of all potential owners or occupants shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by a transfer fee as required by regulation of the Board. This transfer fee may be up to the maximum amount allowed by Florida law. Such application process may include a required interview of all potential owners or occupants of the Unit.

**The written approval following an official interview required by this section shall be obtained prior to closing, and shall be recorded in the Official Records of Sarasota County as part of the real estate transaction.**

Notwithstanding the foregoing, the Association shall have the authority to approve of such transfers at any time subsequent to closing if appropriate to cure any purported defect in compliance with the application and approval procedures. In case of a lease of a Unit, the application, interview and approval must take place before occupancy is permitted. When considering such application, consideration shall be given to the good social and moral character and financial responsibility of the proposed purchaser, transferee, lessee or occupant, whether the proposed transaction will involve a use which will be expected to materially increase pedestrian and vehicular traffic on the Condominium Property; or any other lawful and reasonable criteria established by the Board. In the event that a proposed purchaser or occupant is not approved by the Association, the Association shall have no obligation to provide alternative proposed purchasers or tenants. The waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or stop the Association from enforcing to conduct any appropriate criminal, financial, or other reasonable background check upon any and all proposed Owners or occupants of a Unit, and shall be permitted to use the results of such investigation as the basis for denial of an application.

12.1 **Leases:** An Owner shall not lease his *or her* Condominium Unit without the prior written approval of the Board as required above. Lessees shall not become members of the Association, but shall have the ability to utilize Association Property subject to the Association's restrictions. A lessee may not sublease any portion of the Unit.

12.2 **Exempt Transfers:** The foregoing provisions regarding approvals of purchase of Units shall not be applicable to Institutional First Mortgagees. However, all transfers, sales or leases from Institutional First Mortgagees subsequent to the acquisition of a Unit by an Institutional First Mortgagee shall be subject to all of the application and approval procedures described above.

### **ARTICLE XIII** **OBLIGATION OF OWNERS**

13.1 **Duty to Comply; Right to Sue:** Each Unit Owner, his *or her* tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the Declaration, the Articles, the Bylaws and the Rules and Regulations. Actions for damages or for injunctive relief or both, for failure to comply may be brought by the Association or by a Unit Owner against:

- (a) The Association;
- (b) A Unit Owner; and
- (c) Anyone who occupies a Unit.

13.2 **Waiver of Rights:** The failure of the Association or of a member to enforce any right, provision, covenant or condition which may be provided for in the condominium documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a Unit Owner if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Unit Owners or Directors may waive notice of specific meetings as provided in the Bylaws. Any written instrument or instruction given by a prospective purchaser or Unit Owner to an escrow agent may be relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise constitute a waiver of any provision of the Condominium Act.

13.3 **Attorneys' Fees:** In any legal proceeding arising out of an alleged failure of a tenant, guest, occupant, Unit Owner or the Association to comply with the requirements of the Condominium Act or the condominium documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

13.4 **No Election of Remedies:** All rights, remedies and privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or conditions of the condominium documents shall be deemed to be cumulative, and the exercise of any one or

more shall not be deemed to constitute an action of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the condominium documents, or at law or in equity.

#### **ARTICLE XIV** **TERMINATION**

14.1 **Agreement:** *Each* Condominium may be terminated at any time in the manner provided by the Condominium Act, as may be amended.

14.2 **General Provisions:** Upon termination, the former Unit Owners shall become the Owners, as tenants in common, of all Condominium Property *associated with the terminated Condominium*. The respective undivided interest of such tenants in common shall be the same as were their percentage shares of Ownership in the Common Elements *of the terminated Condominium*. The mortgagee or lienor of a Unit Owner, shall have the mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the Land and other properties and rights which the tenant in common may receive by reason of such termination. The termination of *a* Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination. Termination shall be effective when that certificate is recorded in the Public Records.

14.3 **New Condominium:** The termination of a Condominium does not bar creation of another condominium affecting all or any portion of the same property.

14.4 **Partition; Sale:** Following termination *of a Condominium*, the former Condominium Property *of the terminated Condominium* may be partitioned and sold. If following a termination, the co-tenants owning seventy-five percent (75%) of the undivided interests in title determine to accept an offer for the sale of the property, all co-tenants shall be bound to execute deeds and other documents reasonably required to effect the sale. In such event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

14.5 **Last Board:** The members of the last Board of Directors shall continue to have the powers granted in this Declaration, including without limitation the power to enter into a contract for the sale of the former Condominium Property and Association Property *associated with the terminated Condominium*, for the purpose of winding up the affairs of the Association, *if necessary*, notwithstanding the fact that the Association itself may be dissolved upon termination.

14.6 **Provisions Survive Termination:** The provisions of this article shall be deemed covenants running with the land *for the terminated Condominium* and shall survive as to the *terminated Condominium* until all matters covered by those provisions have been completed.

**ARTICLE XV**  
**CONDEMNATION**

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

15.2 **Determination Whether to Continue Condominium:** Whether a Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty *for the damaged Condominium*.

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

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

15.5 **Units Reduced but Tenantable:** If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. **Restoration of Unit:** The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.

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

15.6 **Units Made Untenantable:** If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the

Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. **Payment of Award:** The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit.

B. **Addition to Common Elements:** If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements *of the affected Condominium* and shall be placed in a condition for use by some or all Unit Owners in the manner approved by the Board of Directors.

C. **Adjustment of Shares in Common Elements:** The shares in the Common Elements appurtenant to the Units that continue as part of the *affected Condominium* shall be adjusted to distribute the Ownership of the Common Elements among the reduced number of Units. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total of the numbers representing the shares of these as they exist prior to the adjustment.

D. **Assessments:** If the amount of the award for the taking is not sufficient to pay the agreed fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by special assessment against all Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements *of the affected* after the changes affected by the taking.

E. **Arbitration:** If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint an appraiser, who shall appraise the Unit and shall determine the fair market value by computing the arithmetic average of the appraisals of the Unit; and a judgment of specific performance upon the value arrived at by the appraisers may be entered in any Court of competent jurisdiction. The cost of each appraisal shall be paid by the party selecting the appraiser.

15.7 **Taking of Common Elements:** Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation.

15.8 **Amendment of Declaration:** The changes in Units, in the Common Elements and in the Ownership of the Common Elements and sharing Common Expenses that are necessitated by condemnation, shall be accomplished by amending this Declaration. Such amendment need be approved only by a majority of all Directors, and the consent of Unit Owners or mortgagees is not required for any such amendment.

**ARTICLE XVI**  
**AMENDMENT OF DECLARATION**

16.1 **Proposal:** Amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by at least fifty-one percent (51%) of the voting interests of the Owners in the Condominiums.

16.2 **Procedure:** Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Owners in the Condominiums not later than the next annual meeting for which proper notice can be given.

16.3 **Vote Required:** Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration may be amended by concurrence of at least two-thirds (2/3) of the voting interests of the Owners *in the Condominiums*, either at any annual or special meeting called for the purpose, provided that notice of each proposed amendment has been given to the members in accordance with Florida law, or by the written consent of the requisite number of Owners.

16.4 **Certificate; Recording:** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an Amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the Amendment are recorded in the Public Records of Sarasota County.

16.5 **Enlargement of Common Elements:** The Common Elements designated by the Declaration may be enlarged to add real property acquired by the Association through amendment of this Declaration. The amendment must be approved by at least seventy-five percent (75%) of the voting interests *in the affected Condominium*. Such an amendment shall not be deemed to make any material change in the appurtenances to the Unit.

16.6 **Correction of Errors:** If there is an unintentional omission or error in this Declaration or in other documents required by Florida law to establish the Condominiums, the Association may correct the error or omission by following the procedures set forth in the Act.

**ARTICLE XVII**  
**MISCELLANEOUS**

17.1 **Severability:** The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not effect the remaining portions thereof.

17.2 **Applicable Statutes:** The validity, application and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, particularly the Condominium Act, as it may be amended.

17.3 **Conflicts:** If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. In the event of any conflict, the Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable Rules and Regulations; the Articles shall take precedence over the Bylaws and applicable Rules and Regulations; and the Bylaws shall take precedence over applicable Rules and Regulations; all as amended from time to time.

17.4 **Interpretation:** The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

17.5 **Exhibits:** There is hereby incorporated within this Declaration any materials contained in any of the Exhibits hereto which, under the Act, are required to be part of the Declaration.

17.6 **Headings and Capitalization:** The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein

#### **Exhibit "A"**

*Condominium Plat Book 3, Pages 50, et seq. of the Public Records of Sarasota County, Florida (Section One);*

*Condominium Plat Book 4, Pages 47, et seq. of the Public Records of Sarasota County, Florida (Section 2); and*

*Condominium Plat Book 4, Pages 48, et seq. of the Public Records of Sarasota County, Florida (Section 3).*

## **PROPOSED AMENDMENT #2 – DECLARATION AMENDMENT THRESHOLD REDUCTION**

**EXPLANATION:** If approved, the Consolidated Declaration will require that any future amendment be approved by the vote of two-thirds of ALL members of the Association. That is an extraordinarily high and burdensome threshold. Your Board of Directors is proposing a more reasonable amendment threshold, which is that Declaration amendments must be approved by two-thirds of members who cast a vote at the meeting called for such purpose and at which a quorum is present. If adopted, the proposed amendment would allow the Association to conduct business more efficiently. Most other Associations have similar amendment requirements and this amendment would bring the Association into parity with those associations.

### **ARTICLE XVI** **AMENDMENT OF DECLARATION**

...

16.3 **Vote Required:** Except as otherwise provided by law, or by specific provision of the Condominium Documents, this Declaration may be amended by concurrence of at least two-thirds (2/3) of the voting interests of the Owners in the Condominiums voting, in person or by proxy, either at any annual or special meeting called for the purpose and at which a quorum is present, provided that notice of each proposed amendment has been given to the members in accordance with Florida law, ~~or by the written consent of the requisite number of Owners.~~

...

## **PROPOSED AMENDMENT #3 – UNIT WORK CLARIFICATION**

**EXPLANATION:** This proposed amendment to the Consolidated Declaration clarifies when interior unit work requires Board approval by defining the work requiring approval and providing examples of exempt work (work not requiring approval). This amendment will also permit the Board to appoint a committee to review work requiring Association approval.

### **ARTICLE VI** **MAINTENANCE, REPAIR AND REPLACEMENT** **MAINTENANCE, ALTERATION AND IMPROVEMENT**

Responsibility for the maintenance of the Condominium Property and restrictions upon the alteration and improvement shall be as follows:

...

## 6.2 Units:

...

C. **Alteration and Improvement:** For clarification, this No Unit Owner shall make any alteration or improvement to his Unit or to Common Elements unless he has first obtained the appropriate building permits and received approval in writing from the Board of Directors of the Association and, if required, the requisite approval of the other Owners. If said Owner has received the requisite approval, then the Unit Owner may make such alteration or improvement at his sole and personal expense, provided all work shall be done without disturbing the rights of other Unit Owners; and providing the Unit Owner shall make no changes or alterations to any Common Element. For the purposes of this provision, an alteration or improvement to a unit is defined as: 1) the replacement or modification of existing wiring or plumbing; 2) modifications that alter existing wall configurations or otherwise impact the structural integrity of the unit or building, and 3) modifications that palpably or perceptively alter the exterior appearance of the unit. An alteration or improvement does not include typical unit maintenance or replacement, such as interior painting, cabinet replacement, toilet or sink replacement, or appliance installation or replacement. The Board of Directors may delegate the review and approval required herein or under any other provision of the Declaration to a committee.

## **PROPOSED AMENDMENT #4 – ELIMINATION OF DOG SIZE LIMITATION/PROHIBITION ON AGGRESSIVE DOGS**

**EXPLANATION:** This proposed amendment to the Consolidated Declaration would remove all size limits for dogs in the community. If adopted, it would allow owners to have dogs of any size, as long as they comply with other requirements of the governing documents. This proposed amendment strengthens language prohibiting/removing aggressive dogs.

### **ARTICLE VIII** **OCCUPANCY AND USE RESTRICTIONS**

...

8.8 **Pets:** No dog shall exceed fifteen (15) inches in height at the shoulder when fully grown. Pets shall be limited to two (2) dogs or cats (i.e., two dogs or two cats, or one dog and one cat, for an aggregate total of two such pets), or small birds and aquarium fish, provided that such pets do not become an unreasonable nuisance or an unreasonable annoyance to the community. Any pet being aggressive or otherwise causing, creating, or contributing to a nuisance, unreasonable disturbance, or safety concern in the community must be immediately removed from the premises upon written notice from the Association. The question of aggressiveness of any pet, safety, or nuisance shall be entirely within the discretion of the Association's Board of Directors. All Unit

Owners maintaining a pet upon any portion of the Condominium Property shall be deemed to have indemnified and agreed to hold the Association and other Unit Owners free and harmless from any loss, claim or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet within the Condominium. Pets may not be kept, bred, or maintained for commercial purposes. Reptiles, exotic or non-traditional pets, livestock, or poultry shall not be permitted. Each pet owner is responsible for cleaning up after their pet and ensuring that their pet does not disturb the other occupants of this community. All pets must be on a controlled leash while outside of the Unit, and the Board shall have the authority to regulate the maximum length of leash required for walking and exercising pets on Condominium Property to ensure adequate control of such pets. The Board shall have the authority to adopt reasonable rules regarding pets that are not inconsistent with this provision, including the prohibition of prohibited breeds. The feeding of birds or stray animals, including but not limited to cats and dogs, shall be prohibited on Condominium Property. However, bird feeders of reasonable size shall be permitted only to the extent that such feeders are approved by the Board of Directors and do not become an unreasonable nuisance to the community.

## **PROPOSED AMENDMENT #5 – DOMESTIC PARTNERS**

**EXPLANATION:** This proposed amendment to the Consolidated Declaration will add a definition of spouse to the Declaration that will include domestic partnerships. If adopted, this amendment would allow domestic partners to be involved in decisions that ordinarily involve spouses and will provide domestic partnerships the protections generally afforded to spouses.

### **ARTICLE II** **DEFINITIONS**

...

2.26 "Spouse" means and includes persons related by marriage or recognized as domestic partners.

## Instructions for Voters

### Paper Voters – Limited Proxy/Meeting Ballot

The Limited Proxy/Meeting Ballot is used to establish a quorum and serves as your ballot for voting on proposed amendments.

- If you are **not** assigning someone else to be your proxy
  1. Go directly to the paragraphs listing the proposed amendments and make your voting selection on each of the items listed
  2. Fill in the Date, and sign and print your name in the space provided at the bottom of the last page of the Limited Proxy
- If you **are** assigning another owner to be your proxy (to vote specifically as you direct)
  1. Write the name of your Proxy in the blank line in the first paragraph
  2. Go to the paragraphs listing the proposed amendments and make your voting selection on each of the items listed
  3. Fill in the Date, and sign and print your name in the space provided at the bottom the last page of the Limited Proxy

If you appoint someone as your Proxy Holder and later decide to attend the meeting, you may withdraw your Proxy when you register at the meeting.

- The Limited Proxy must contain your signature and villa number.
- Options to return your completed and signed Limited Proxy/Ballot:
  - Insert your signed Limited Proxy/Meeting Ballot into the enclosed return envelope, write your villa number and sign your name on the outside of the return envelope and mail the ballot to SRV
  - Deposit your signed Limited Proxy/Meeting Ballot in the locked box mounted on the wall outside the SRV Office
  - Signed Limited Proxy/Meeting Ballots may be returned via E-mail to [srv2700@comcast.net](mailto:srv2700@comcast.net)

### E-Voters

- When Voting Opens you will receive an email from [contact@beckerballot.app](mailto:contact@beckerballot.app) stating that Voting is Open. E-voters may then click on the link in that email and sign in to the BeckerBallot system, view the voting documents, and cast their votes online (a copy of BeckerBallot.com Voter Instructions is enclosed)
- If you forgot your password, there is an option to “reset password”
  - Be sure “[contact@beckerballot.app](mailto:contact@beckerballot.app)” is in your “Contacts” so emails do not go to your “Spam” folder
- Your e-vote serves as your proxy

**We must have a quorum to conduct business at this Special Members Meeting**

**Online and paper ballot voting will close at 10:00 a.m. on April 11, 2024**



## Voter Instructions

Welcome to BeckerBALLOT online voting. Please make sure your electronic voting consent form is on file with the Association and your email address on file is current. Please be sure to use the email address you provided on your consent form to register below. Use of a different email address may result in your inability to register to vote.

### **Before you begin:**

it is suggested that you add: [contact@beckerballot.app](mailto:contact@beckerballot.app) to your contact list/address book if you haven't already done so. This will ensure that emails from the system get through to you and do not get sent to your SPAM folder.

## STEP 1 REGISTER YOUR ACCOUNT

- After your association administrator has set up a voting portal for your association, **you will be invited via email to set up your account.** Click on the link in the email invitation, confirm your email address and then create a password.
- The vote for which you are registering may not yet be live at the time of your registration. Please check your email invitation to confirm the start time for your association's vote.
- If your community is required to use voting certificates for units with multiple owners or units owned by business entities, only the person named on that voting certificate will be permitted to cast a vote online.

**BeckerBALLOT.com**  
formerly BPBALLOT

Please Sign In

Your Email Address:  
voter@testable.com

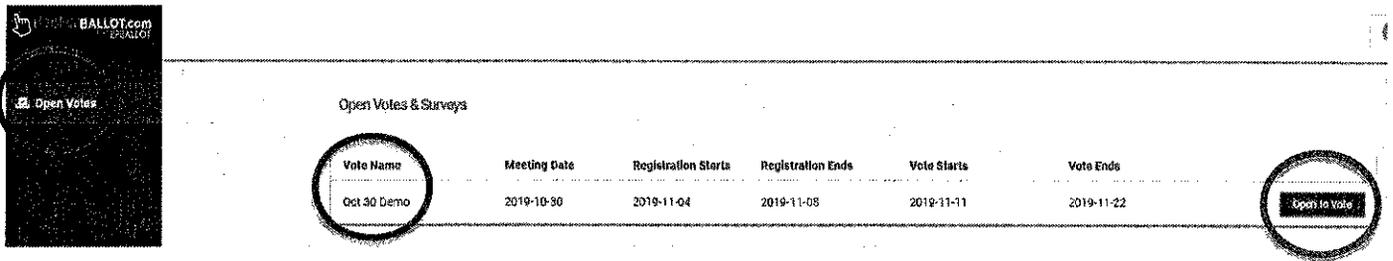
Enter A Password:  
\*\*\*\*\*

Remember Me [Trouble Logging In?](#)

Sign In

## STEP 2 LOG IN AND VOTE

- During a live voting period, you may login with your credentials and view any open vote on your **Dashboard**. Please allow yourself sufficient time to register and vote within the allotted registration and voting time frames.
- Select **Open to Vote**. A window will open to start the voting process.



- Select **Start** to begin.

**Voting**  
voterg@esteban.com

### Important Ballot Notes:

- There are a total of 2 items on this ballot.
- You can view all the items by clicking next/previous
- You are allowed to go back and edit your votes with the exception of board of director votes once those votes are saved, your vote will be recorded and you will receive an email confirmation of your vote



## STEP 3 SELECT YOUR VOTING CHOICES

- Answer the question then click **Next**.
- To go back, click **Previous**.

**Vote Item #1**

**Should we pass this amendment?**

No

Yes

[Previous](#) [Next](#)

- If there are any **Attachments** related to a question, select the link to view the attachment.
- Once your votes are complete, click **Review your choices**

**Vote Item #2**

**Who should we elect?**

Select up to 1 candidates

 **SMITH, Jane**  
Attachment #1

[Previous](#) [Review your choices](#)

## STEP 4 SUBMIT YOUR BALLOT

- Review your selections for accuracy then cast your vote by selecting the **Save your votes** button.
- Votes for election of directors are final and irrevocable once you click Save your votes. Other votes may be changed as desired until such time as the live vote closes.

These are the selections you have made to all the vote items, please review before you save.

**Amendment vote**  
Should we pass this amendment?

- Yes

**Election of directors**  
Who should we elect?

- SMITH, Jane

[Save your votes](#)

[Start Over](#)

- You will receive a message in the portal as well as an email confirmation that your vote has been recorded.
- The email will include your vote specifics.



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**Thank you, your vote has been recorded**  
You can close this window.

If you have any questions, please visit [www.BeckerBALLOT.com](http://www.BeckerBALLOT.com)

**CONSENT TO ELECTRONIC VOTING AND/OR  
CONSENT TO RECEIVE ELECTRONIC NOTICE OF MEETINGS**

The undersigned, being all the Owners, or an eligible voter, for Unit No./Address \_\_\_\_\_, at **Strathmore Riverside Villas, A Condominium Section One, Strathmore Riverside Villas, A Condominium Section Two or Strathmore Riverside Villas, A Condominium Section Three**, pursuant to Florida Statutes, hereby consent(s) in writing to:

*(Please place a check mark or x in the box or boxes below for which you are giving consent.  
You may consent to electronic voting, receiving electronic notice or both).*

1.  **ELECTRONIC VOTING.** By signing this consent form (or consenting to electronic voting by e-mail sent to the Association), I/we consent to voting electronically at meetings and elections for **Strathmore Riverside Villas Association, Inc.** to the fullest extent permitted by law, pursuant to the provisions of the Board's Resolution authorizing electronic voting ("Resolution"), and release and waive any claim against the Association pertaining to such voting, including but not limited to the transmission or placement of "viruses," "malware," "spyware," "cookies," and the like and any claim or challenge to such voting, including but not limited to situations where a Unit Owner vote was not received or counted by the Association due to no fault of the Board of Directors or management.

I/We designate the following email address for electronic voting purposes, which e-mail address and other information (including personal identifying information) may be released to a third party that provides electronic voting services or other third parties to the extent and as may be reasonably necessary to enable the use of electronic voting processes:

(PRINT NEATLY) \_\_\_\_\_.

The undersigned understands and agrees that in order to be valid, this consent form must be signed and on file with the Association, and that the undersigned acknowledges that registration must be complete no later than **72** hours prior to the meeting or election in which the Unit Owner wishes to vote by electronic means and that online voting access may be cutoff at a time prior to the time the question is called at the meeting. To ensure that you are properly registered with the online voting system, it is highly encouraged that you register the account well in advance of the first meeting where you will be using electronic voting.

I/We further understand and agree that, in order to use a different e-mail address for casting votes electronically, I/we must notify the Association in writing of the change of e-mail address no later than **72** hours prior to the meeting or election in which the Unit Owner wishes to vote by electronic means. If I/we do not provide timely written notice of this change of e-mail address to the Association as provided herein, I/we further understand and agree that I/we may not be able to vote electronically until the next membership meeting and/or election.

2.  **ELECTRONIC NOTICE.** I/we consent to receiving notice by electronic transmission for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of **Strathmore Riverside Villas Association, Inc.** I/We designate the following email address for electronic notice purposes:

**EXHIBIT "A" TO RESOLUTION**

(You may write "same as above" or provide a different email address for electronic notice purposes) \_\_\_\_\_.

The undersigned understands that mailed/paper notice may not be provided to the Unit Owners unless the Unit Owners have rescinded their consent to receive electronic notice of meetings. **Please be aware that if you consent to receive electronic notice of meetings, your e-mail address designated for that purpose will be an official record of the Association.**

All Owners of the Unit or Eligible Voter Please Print Name, Affix Date and Sign Below:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ACTIVE: 12051993\_1