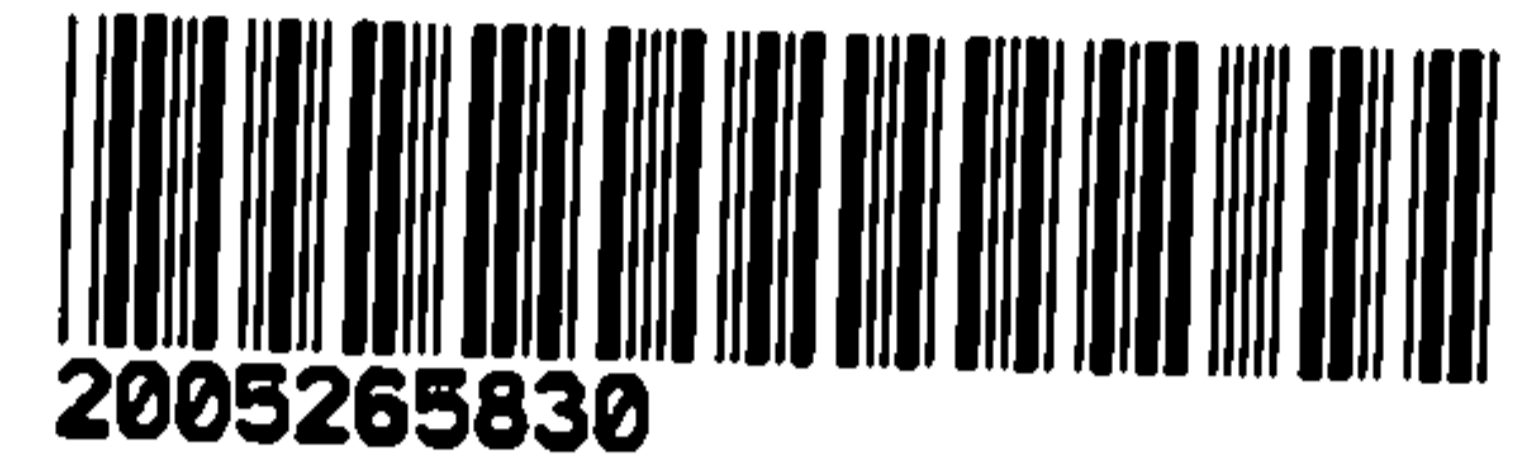


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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MMARSH Receipt#719354

This instrument prepared by:
Stephen W. Thompson, Esquire
Florida Bar No. 0509310
Porges, Hamlin, Knowles, Prouty
Thompson & Najmy, P.A.
1205 Manatee Avenue West
Bradenton, Florida 34205



AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION TWO

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, that heretofore, STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION ONE, was formed by the recording of Declaration of Condominium in Official Record Book 836, Pages 207, et seq., as amended, and Condominium Plat in Condominium Book 3, Pages 50 et seq.; STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION TWO, was formed by the recording of Declaration of Condominium in Official Record Book 897, Pages 671, et seq., as amended, and Condominium Plat in Condominium Book 4, Pages 47 et seq.; STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION THREE, was formed by the recording of Declaration of Condominium in Official Record Book 897, Pages 685, et seq., as amended, and Condominium Plat in Condominium Book 4, Pages 48 et seq; all in the Public Records of Sarasota County, Florida.

Pursuant to Section 718.110(1), Florida Statutes, the Declaration of Condominium of Strathmore Villas, a Condominium Section Two, is hereby amended and restated in its entirety by the recording of this Amended and Restated Declaration of Condominium. Nothing herein shall in any way alter the configuration or size of any Condominium Unit or the appurtenances to any Unit, the percentage or proportionate share by which the Owner of a Unit shares the Common Expenses, Common Elements and the Common Surplus as created by the Original Declaration of Condominium amended herein.

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 name by which this Condominium shall be identified is STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION TWO, and is 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 Condominium.

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 Condominium, 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**" means STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION TWO.

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 Condominium Plat Book 4, Pages 47, et seq. of the Public Records of Sarasota County, Florida.

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 Condominium.

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 Amended and Restated Declaration of Condominium, 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 Plat.

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 "**Original Declaration**" means the Declaration of Condominium of STRATHMORE RIVERSIDE VILLAS , a Condominium, Section Two and all exhibits thereto dated April 6, 1971, and recorded in Official Records Book 897, Pages 671 et seq., of the Public Records of Sarasota County, Florida and as subsequently amended.

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 Condominium is 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 the 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 in the Condominium. The common expenses of the Condominium and common surplus of the Condominium shall be divided and apportioned among the Units equally.

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 Plat.

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 plan fourteen (14) feet and four (4) inches above said lower boundaries with the 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 Condominium 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 plat.

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 a 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 Plat 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 this condominium and any other or additional Sections of Strathmore Riverside Villas.

4.3 **Limited Common Elements**: Pursuant to the Condominium Plat, 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 plat, there exists a permanent non-exclusive easement over all roads and walkways appearing on the plat 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 this condominium 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 prior approval in

writing of not less than the percentage of owners required by Florida Statute 718, as may be amended.

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), door bells 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 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 his 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.

ARTICLE 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 Condominium exists 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 also 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 the Condominium is limited to fifteen percent (15%) at anytime. 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 Bylaws, 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 any commercial purpose. 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 Bylaws.

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 water craft 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 upon on any street or parking area within the community except in an emergency and only on a temporary basis. Vehicles that do not adequately fit into 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 material 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 Common Elements and the Condominium. 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 Condominium equal to his 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 Condominium.

10.2 **Use and Possession**: A Unit Owner is entitled to exclusive use and possession of his Unit. He 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 Bylaws.

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 a 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 the 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 this provision in any other instance. The Association shall have the authority 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 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 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**: The 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. The respective undivided interest of such tenants-in-common shall be the same as were their percentage shares of Ownership in the Common Elements. The mortgagee or lienor of a Unit Owner, shall have a 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 the 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 the Condominium does not bar creation of another condominium affecting all or any portion of the same property.

14.4 **Partition; Sale**: Following termination, the former Condominium Property may be partitioned and sold. If following a termination, the co-tenants owning seventy-five (75) percent 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, for the purpose of winding up the affairs of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

14.6 **Provisions Survive Termination**: The provisions of this article shall be deemed covenants running with the land, and shall survive the termination of the 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 the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

15.3 **Disbursement of Funds**: If the Condominium is terminated after condemnation, the proceeds of all awards and Special Assessments will be deemed to be Association property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of 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 and shall be placed in 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 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 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 (51) percent of the voting interests of the Owners in the Condominium.

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 Condominium 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 this Condominium, 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 (75) percent of the voting interests. 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

Condominium, 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.

CERTIFICATE OF AMENDMENT

WHEREAS, the Declaration of Condominium of Strathmore Riverside Villas, Section Two was recorded in the Official Records Book 897, Page 671, in the Public Records of Sarasota County, Florida;

WHEREAS, the Declaration may be modified or amended by the owners of two-thirds (2/3) of the owners in the condominium, along with the written consent of the institutional first mortgagees, which consent may not be unreasonably withheld;

WHEREAS, two-thirds (2/3) of the owners in the condominium have approved of the attached Amended and Restated Declaration of Condominium of Strathmore Riverside Villas, Section Two, and the Association has requested and obtained institutional first mortgagee approval, with such approvals being retained as official records of the Association. Institutional first mortgagees that did not respond to the repeated requests of the Association have been deemed by the Association to have unreasonably withheld consent, and the Association is therefore authorized to record and enforce the Amended and Restated Declaration attached hereto.

NOW THEREFORE, the undersigned officers of the Strathmore Riverside Villas Association, Inc. (the "Association"), a Florida not for profit corporation organized and existing to operate and maintain the condominium, hereby certify that the attached Amended and Restated Declaration of Condominium of Strathmore Riverside Villas, Section Two was adopted by not less than two-thirds (2/3) of the owners in the condominium, and has also been approved by the institutional first mortgagees that responded in accordance with the original declaration. The undersigned officers further certify that the amendment was proposed and adopted in accordance with the Association's governing documents and applicable Florida law.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this 17 day of Nov., 2005.

WITNESSES:

STRATHMORE RIVERSIDE VILLAS ASSOCIATION, INC.
a Florida not for profit corporation

John J. Ferrick
Print Name: John J. Ferrick
Ilene Novack
Print Name: Ilene Novack

By: Robert B. Simpson
Robert B. Simpson
As its President

Attest: [Signature]
Print Name: STANLEY M. FELDMAN
As its Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 17 day of Nov., 2005, by Robert B. Simpson, as President, and Stanley M. Feldman, as Secretary, of Strathmore Riverside Villas Association, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me or have produced (type of identification) as identification.

Marcia A. Collins Notary Public, State of Florida

NOTARY PUBLIC-STATE OF FLORIDA
Marcia A. Collins
Commission # DD425406
Expires: JUNE 20, 2009
Bonded Thru Atlantic Bonding Co., Inc.

EXHIBIT A

STRATHMORE RIVERSIDE VILLAS A CONDOMINIUM

CONDOMINIUM BOOK 4, PAGE 47
SHEET 1 OF 4 SHEETS
403533

SECTION - 2
SEC. 8, TWP. 37 S., RGE. 18 E.,
SARASOTA COUNTY, FLORIDA

DESCRIPTION

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 37 SOUTH, RANGE 18 EAST; THENCE N-00°-06'-56"-E ALONG THE EAST LINE OF SAID SECTION 8, ALSO BEING THE CENTERLINE OF SWIFT ROAD, A DISTANCE OF 1966.65 FEET; THENCE N-89°-53'-04"-W A DISTANCE OF 23.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID SWIFT ROAD; THENCE N-00°-06'-56"-E ALONG SAID RIGHT-OF-WAY LINE OF SWIFT ROAD A DISTANCE OF 60.00 FEET; THENCE N-89°-53'-04"-W A DISTANCE OF 213.00 FEET; THENCE N-00°-06'-56"-E AND PARALLEL TO SAID EAST LINE OF SECTION 8 A DISTANCE OF 337.80 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF IROQUOIS STREET, AS SHOWN ON PLAT OF MIDWAY TERRACE, AS RECORDED IN PLAT BOOK 2, PAGE 8 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N-89°-42'-08"-W ALONG SAID RIGHT-OF-WAY LINE OF IROQUOIS STREET A DISTANCE OF 782.50 FEET TO A CONCRETE MONUMENT AT THE EASTERLY LINE OF JACKSON HIGHLANDS SUBDIVISION, AS RECORDED IN PLAT BOOK 1, PAGE 148 OF THE SAID PUBLIC RECORDS; THENCE S-00°-11'-52"-W ALONG SAID EASTERLY LINE OF JACKSON HIGHLANDS SUBDIVISION A DISTANCE OF 626.8 FEET TO A CONCRETE MONUMENT AT THE SOUTHEAST CORNER OF SAID JACKSON HIGHLANDS SUBDIVISION FOR A POINT OF BEGINNING; THENCE CONTINUE S-00°-11'-52"-W A DISTANCE OF 15.00 FEET; THENCE N-89°-42'-08"-W AND PARALLEL TO THE SOUTHERLY LINE OF SAID JACKSON HIGHLANDS SUBDIVISION A DISTANCE OF 310.03 FEET; THENCE S-00°-17'-52"-W A DISTANCE OF 182.00 FEET; THENCE S-89°-42'-08"-E A DISTANCE OF 68.00 FEET; THENCE S-00°-17'-52"-W A DISTANCE OF 96.40 FEET; THENCE S-29°-59'-00"-W A DISTANCE OF 731 FEET TO A POINT OF CURVE OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 60°-00'-00" AND A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 26.18 FEET TO A POINT ON THE NORTHERLY LINE OF SHIP'S CHANNEL, ALSO BEING THE NORTHERLY LINE OF PHILLIPPI GARDENS SUBDIVISION, UNIT 6, AS RECORDED IN PLAT BOOK 13, PAGE 6 OF THE SAID PUBLIC RECORDS; THENCE S-89°-59'-00"-W ALONG SAID NORTHERLY LINE OF UNIT 6 A DISTANCE OF 330.00 FEET; THENCE N-82°-00'-10"-W ALONG SAID NORTHERLY LINE OF UNIT 6 A DISTANCE OF 252.47 FEET; THENCE S-89°-59'-00"-W ALONG SAID NORTHERLY LINE OF SAID UNIT 6 AND UNIT 7 OF PHILLIPPI GARDENS SUBDIVISION, AS RECORDED IN PLAT BOOK 16, PAGE 35 OF THE SAID PUBLIC RECORDS, A DISTANCE OF 831.93 FEET; THENCE N-0°-01'-00"-W A DISTANCE OF 92.00 FEET; THENCE N-89°-59'-00"-E A DISTANCE OF 531 FEET TO A POINT LYING ON THE EASTERLY LINE OF BLOCK 4 OF THE RESUBDIVISION OF BLOCKS 3 & 4 OF PHILLIPPI PARK, AS RECORDED IN PLAT BOOK 4, PAGE 23 OF THE SAID PUBLIC RECORDS; THENCE N-00°-18'-00"-E ALONG SAID EASTERLY LINE A DISTANCE OF 192.89 FEET TO THE NORTHWEST CORNER OF THE AFOREMENTIONED MIDWAY TERRACE SUBDIVISION; THENCE S-89°-42'-08"-E ALONG THE NORTH LINE OF SAID MIDWAY TERRACE SUBDIVISION A DISTANCE OF 149.61 FEET; THENCE N-00°-17'-52"-E A DISTANCE OF 139.87 FEET TO THE NORTHERLY LINE OF BLOCK "C" OF THE AFOREMENTIONED JACKSON HIGHLANDS SUBDIVISION; THENCE S-89°-42'-08"-E ALONG SAID NORTHERLY LINE OF BLOCK "C" A DISTANCE OF 1502.04 FEET TO THE NORTHEAST CORNER OF SAID BLOCK "C"; THENCE S-00°-11'-52"-W ALONG THE EASTERLY LINE OF SAID BLOCK "C" A DISTANCE OF 138.77 FEET TO THE NORTHERLY LINE OF THE AFOREMENTIONED MIDWAY TERRACE SUBDIVISION; THENCE S-89°-42'-08"-E A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO:
A PERMANENT NON-EXCLUSIVE EASEMENT OVER ALL ROADS AND WALKWAYS APPEARING ON THIS PLAT 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, A CONDOMINIUM, THE LANDS DESCRIBED IN THAT CERTAIN LEASE RECORDED IN OR BOOK 938, PG. 247 ET SEQ. OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND LANDS LYING BETWEEN STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION ONE, AND SWIFT ROAD, THEIR LICENSEES, INVITEES, SUCCESSORS AND ASSIGNS.

NOTES

1. OWNERSHIP OF A UNIT EXTENDS BETWEEN THE PLANES OF 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 ANNEKED 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 THE VERTICAL (SIDE) BOUNDARIES BEING THE VERTICAL PLANES SHOWN ON THIS PLAT.
2. LANDS AND FOUNDATIONS UNDER EACH BUILDING ARE LIMITED COMMON ELEMENTS, LIMITED TO THE EXCLUSIVE USE OF THE RESPECTIVE UNIT LOCATED THEREON. ALL REMAINING LANDS ARE COMMON ELEMENTS.
3. STRATHMORE REALTY CORPORATION HEREBY RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS THE EXCLUSIVE RIGHT TO INSTALL AND MAINTAIN IN, ON OR OVER THE COMMON AND LIMITED COMMON ELEMENTS OF THIS CONDOMINIUM A TELEVISION ANTENNA DISTRIBUTION SYSTEM, TOGETHER WITH EASEMENTS AS ARE NECESSARY FOR ACCESS TO ALL PARTS OF SAID SYSTEM FOR INSTALLATION, MAINTENANCE, REPAIRS AND REPLACEMENT.

CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT A SURVEY WAS MADE OF THE LAND SHOWN HEREON AND THAT THIS PLAT DESIGNATED AS STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION 2, CONSISTING OF FOUR (4) SHEETS, TOGETHER WITH THE WORDING OF THE DECLARATION OF CONDOMINIUM FOR STRATHMORE RIVERSIDE VILLAS, A CONDOMINIUM, SECTION 2, IS A CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS DESCRIBED AND THAT THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION, DIMENSIONS AND SIZE OF THE COMMON ELEMENTS AND OF EACH UNIT CONTAINED THEREIN.

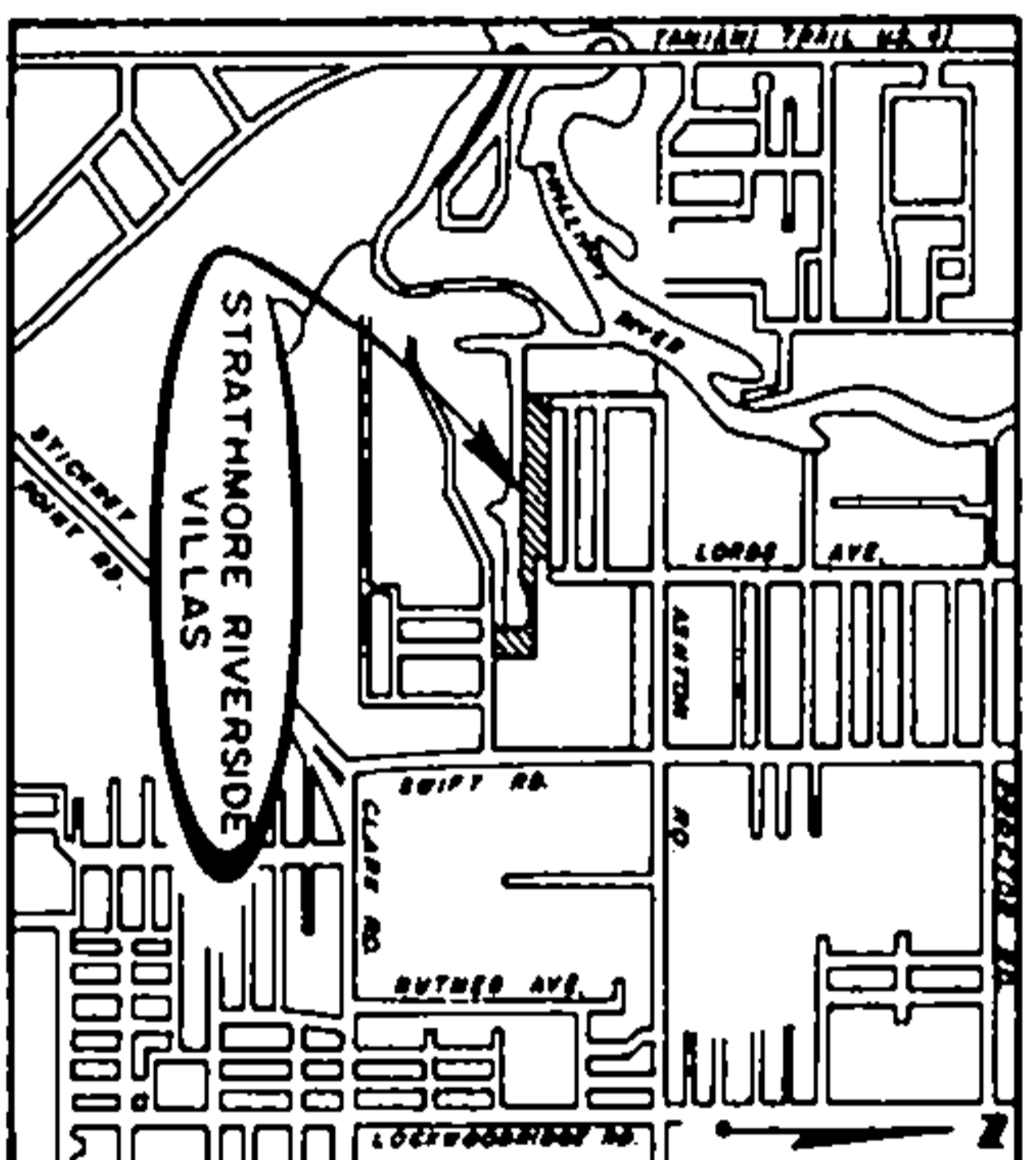
DATE OF SURVEY: 9-18-89
COMPUTED BY: JAM
CHECKED BY: GFC

BY
CHARLES A. O'QUINN, R.L.S.
FLA. CERT. NO. 1364



SMALLY, WELFORD & MALVEN
CONSULTING ENGINEERS
SARASOTA, FLORIDA

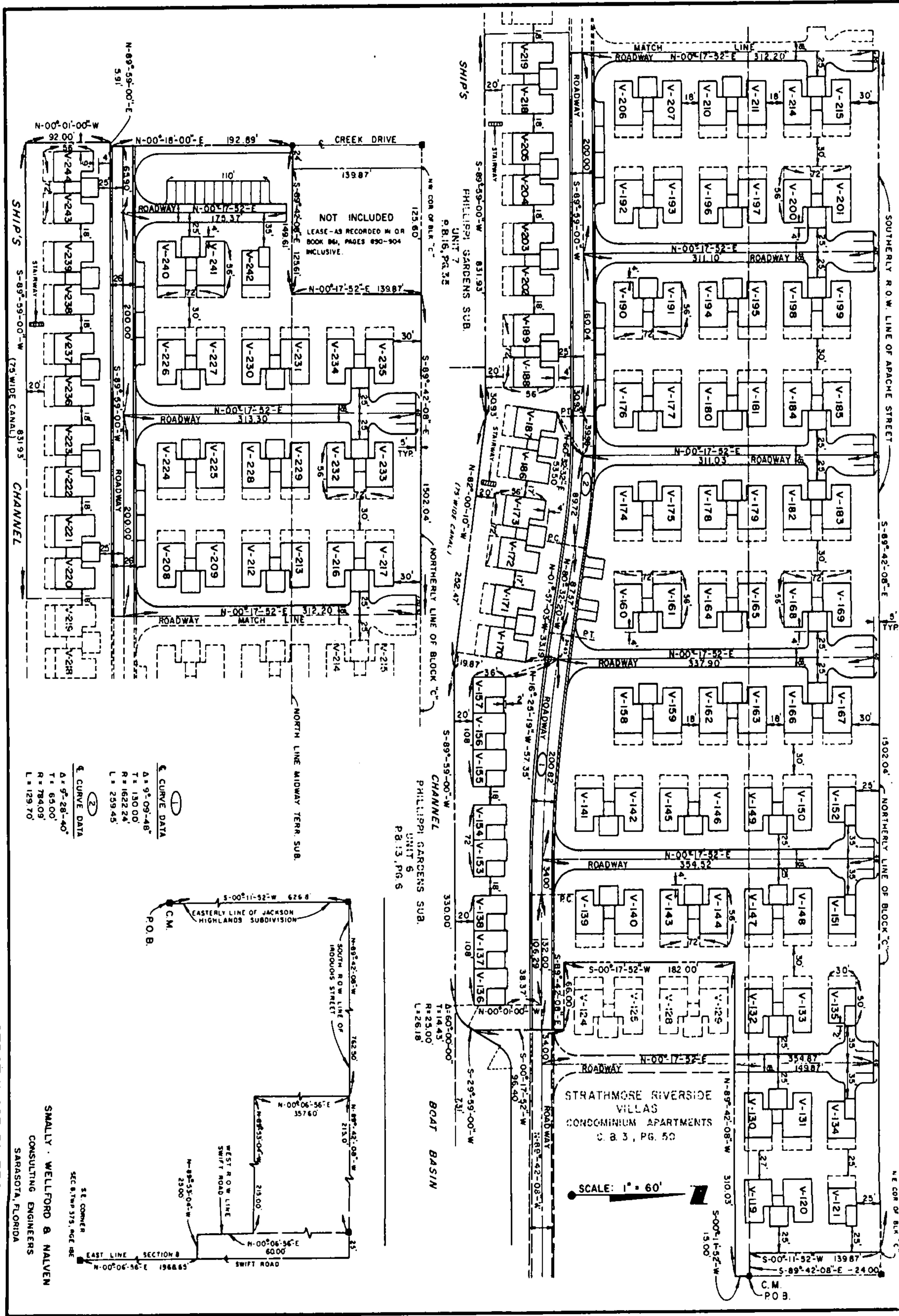
STRATHMORE RIVERSIDE VILLAS 1259



SECTION - 2
SEC. 8, TWP. 37, RGE. 18 E
SARASOTA COUNTY, FLORIDA

JACKSON HIGHLANDS SUBDIVISION
PLAT BOOK 1, PAGE 148

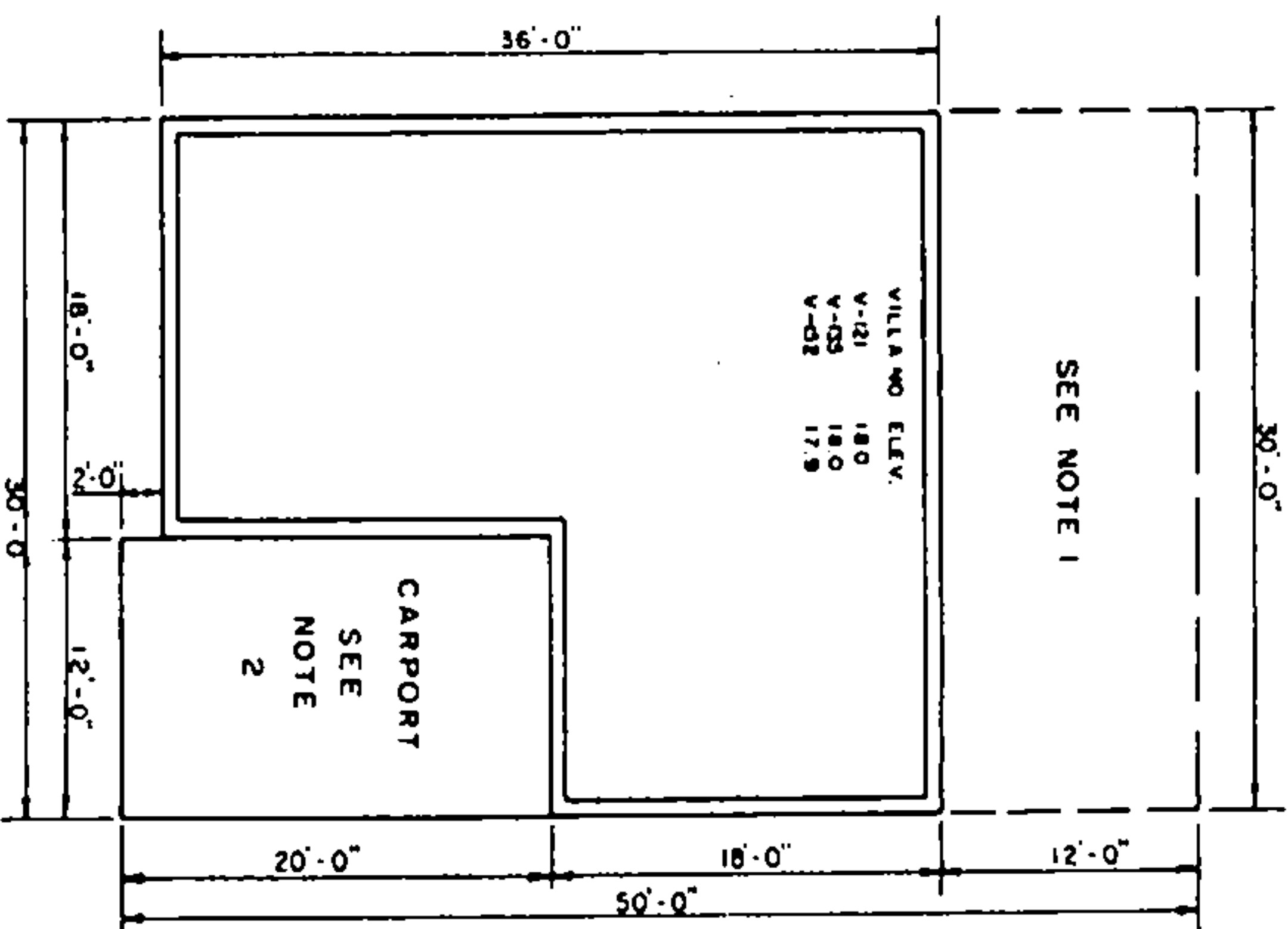
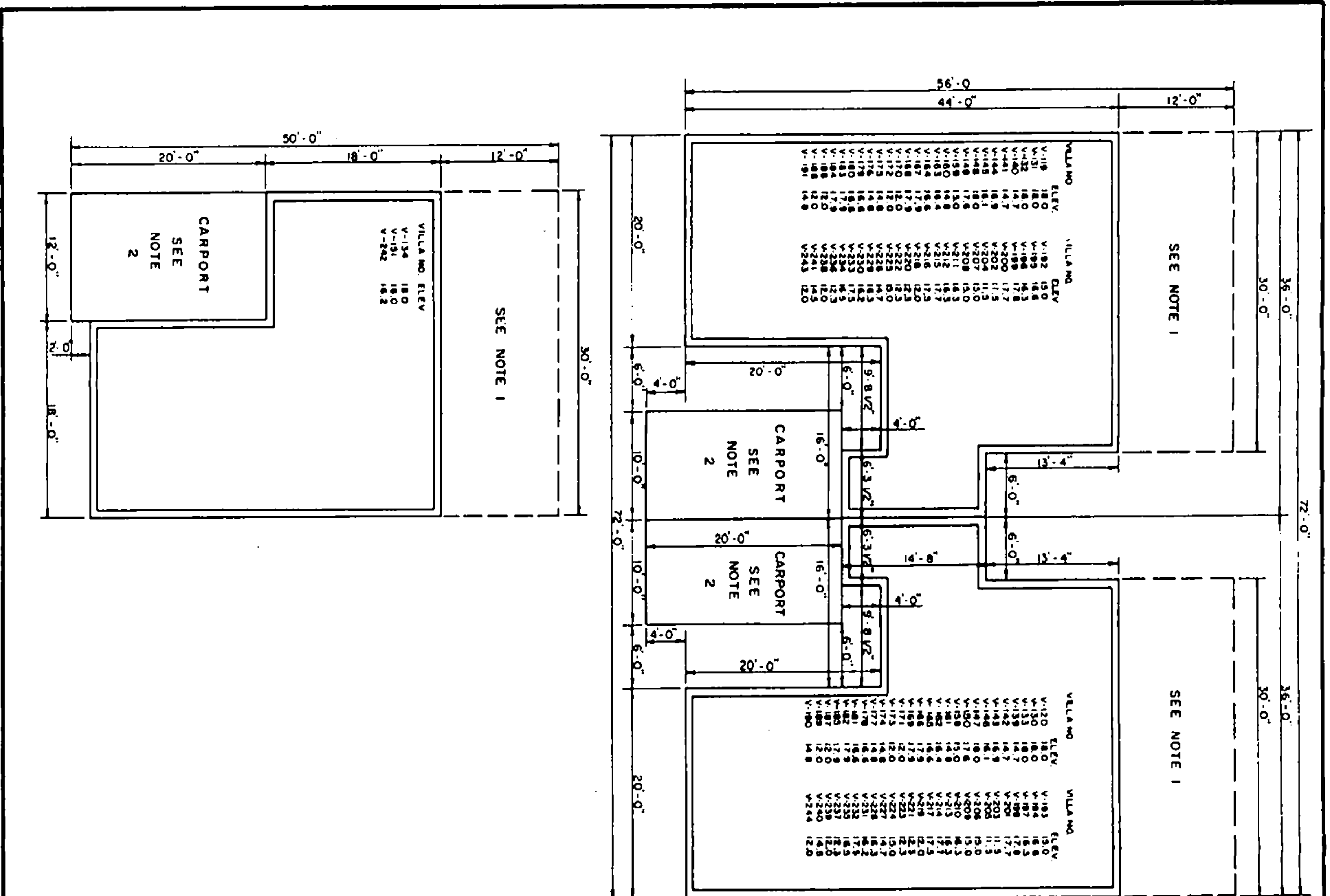
CONDOMINIUM BOOK 4, PAGE 478
SHEET 2 OF 4 SHEETS



1 CURVE DATA
Δ = 9°-09'-48"
T = 130.00'
R = 1622.24'
L = 235.45'

2 CURVE DATA
Δ = 9°-28'-40"
T = 65.00'
R = 784.09'
L = 129.70'

STRATHMORE RIVERSIDE VILLAS 1259



NOTES

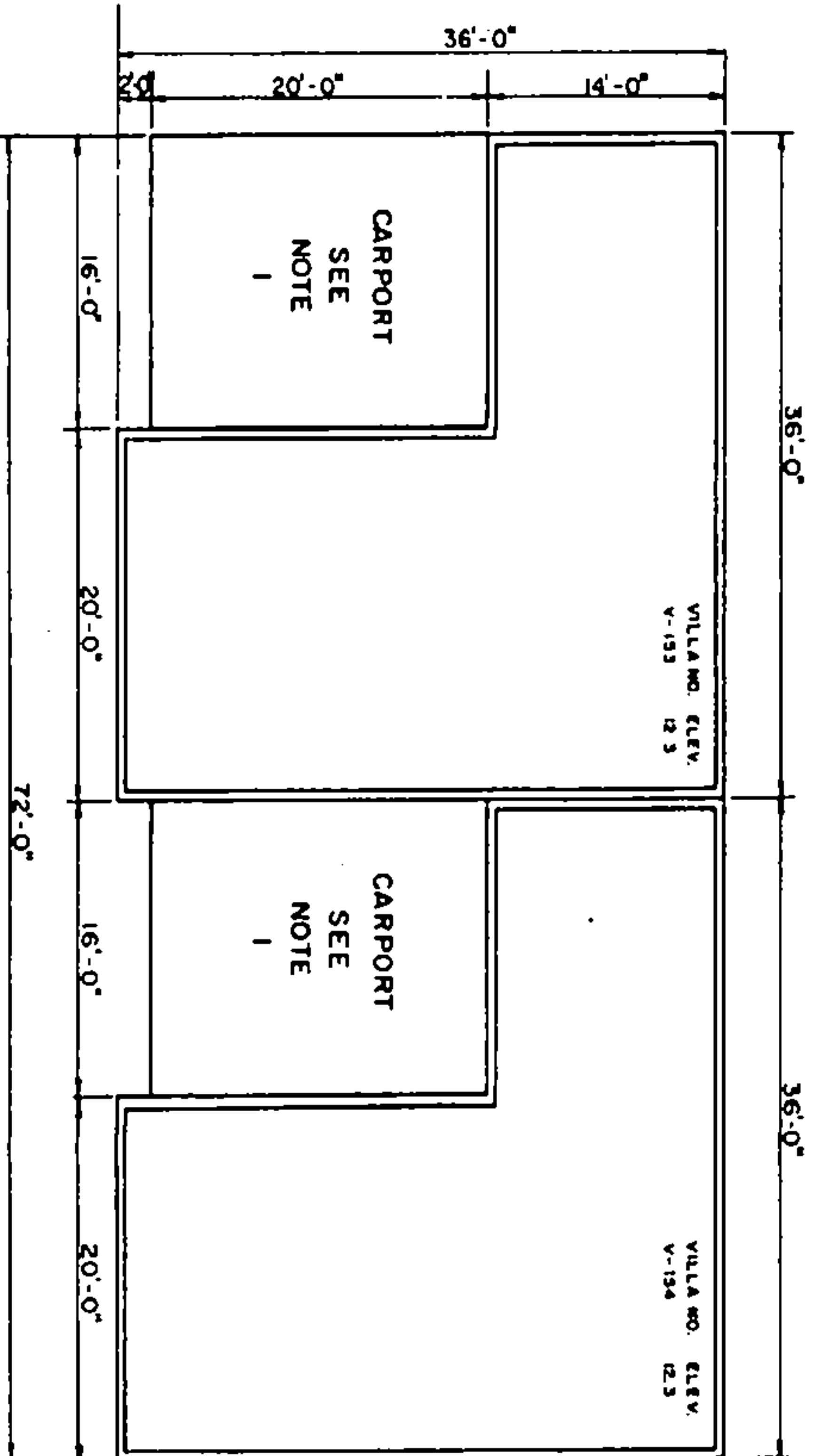
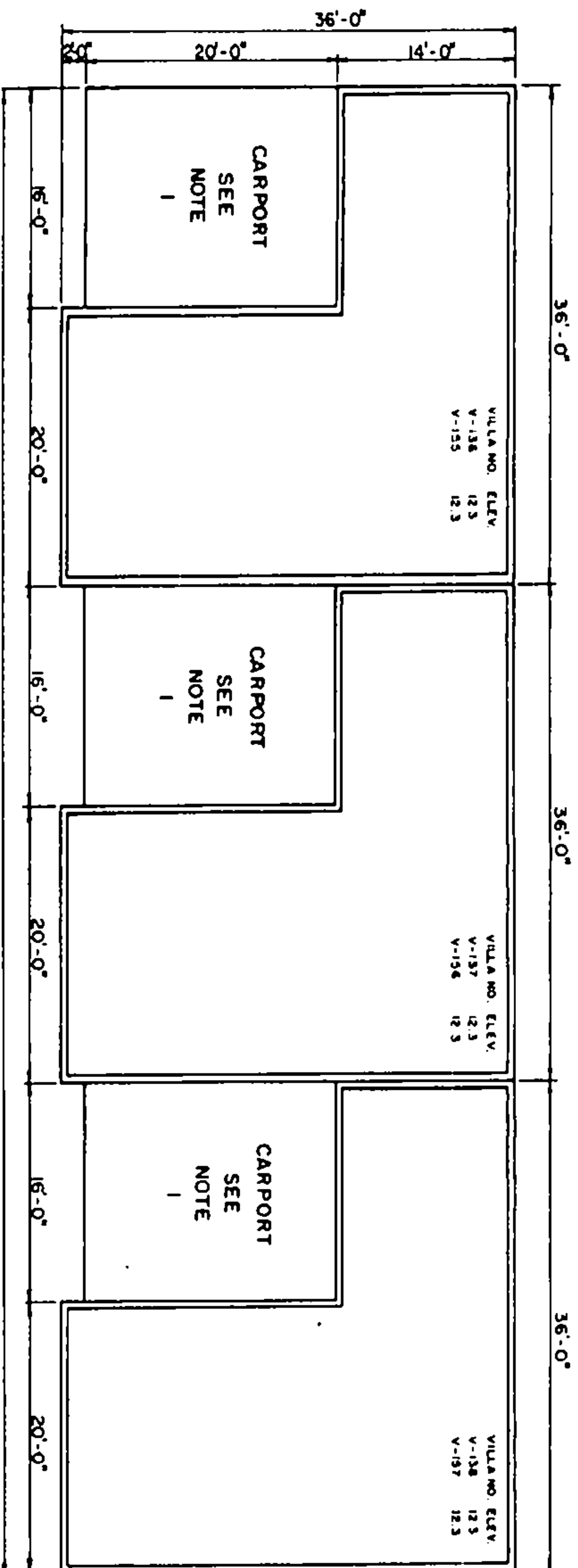
1. THIS AREA IS A TYPICAL PORCH SITE. IT IS INCLUDED IN THE OWNERSHIP OF THE UNIT TO WHICH IT IS ANNEXED. THE OWNER OF THE UNIT HAS THE RIGHT TO CONSTRUCT WITHIN THIS AREA A STANDARD (APPROVED BY STRATHMORE REALTY CORPORATION) SCREENED OR ENCLOSED PORCH, LANAI OR STRUCTURE ATTACHED TO THE UNIT CONSISTING OF ADDITIONAL LIVING AREA AND AND COMPATIBLE IN APPEARANCE WITH THE SURROUNDING UNITS.
2. THIS AREA IS A TYPICAL CARPORT. IT IS INCLUDED IN THE OWNERSHIP OF THE UNIT TO WHICH IT IS ANNEXED.
3. ELEVATIONS BASED ON 1929 SEA LEVEL DATUM + 0.00

SMALLY, WELLFORD & NALVEN
CONSULTING ENGINEERS
SARASOTA, FLORIDA

STRATHMORE RIVERSIDE VILLAS 1259

CONDOMINIUM BOOK 4, PAGE 472C
SHEET 4 OF 4 SHEETS

SECTION - 2
SEC. 8, TWP. 37, RGE. 18 E.
SARASOTA COUNTY, FLORIDA



- NOTES
- 1 THIS AREA IS A TYPICAL CARPORT. IT IS INCLUDED IN THE OWNERSHIP OF THE UNIT TO WHICH IT IS ANNEXED.
 - 2 ELEVATIONS BASED ON 1929 SEA LEVEL DATUM + 0.00

REGISTERED PROFESSIONAL ENGINEER
SARASOTA, FLORIDA
MAY 21 12 PM '71

409853

SMALLY, WELLFORD & NALVEN
CONSULTING ENGINEERS
SARASOTA, FLORIDA

STRATHMORE RIVERSIDE VILLAS 1259

State of Florida

EXHIBIT B



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of STRATHMORE RIVERSIDE VILLAS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on November 24, 1969, as shown by the records of this office.

The document number of this corporation is 717624.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
26th day of September, 1984.



George Firestone

George Firestone
Secretary of State

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

STATE OF FLORIDA

OFFICE

SECRETARY OF STATE

CORPORATION NOT FOR PROFIT

Certificate Designating Place of Business or Domicile for the Service of Process Within This State, Naming Agent Upon Whom Process May Be Served

In pursuance of Section 617.021 Florida Statutes, the following is submitted in compliance with said Act: Firm—STRATIMORE RIVERSIDE VILLAS ASSOCIATION, INC.

a corporation, not for profit, organized and existing under the laws of the State of Florida with its principal place of business at City of Sarasota

County of Sarasota State of Florida

has designated and established 4370 SO. Tamiami Trail SR 31 81 2 209 80000020

City of Sarasota County of Sarasota

State of Florida as its place of business or domicile for the service of process within this State, and naming as its agent, Paul L. Paver

Complete the following when there is a change of one or more officers or directors

OFFICERS	AFFIX TITLES NAME	SPECIFIC ADDRESS
<u>PAUL L. PAVER</u>	<u>President</u>	<u>4370 S. Tamiami Trail, Sarasota, Fla.</u>
<u>Stanley D. Paver</u>	<u>Vice President</u>	<u>4370 S. Tamiami Trail, Sarasota, Fla.</u>
<u>Elvira A. Galese</u>	<u>Secy-Treas.</u>	<u>4370 S. Tamiami Trail, Sarasota, Fla.</u>

DIRECTORS (THREE (3), required by law)	SPECIFIC ADDRESS
<u>Paul L. Paver</u>	<u>4370 S. Tamiami Trail, Sarasota, Fla.</u>
<u>Stanley D. Paver</u>	<u>4370 S. Tamiami Trail, Sarasota, Fla.</u>
<u>Elvira A. Galese</u>	<u>4370 S. Tamiami Trail, Sarasota, Fla.</u>

Stanley D. Paver
Vice Stanley D. Paver

ACKNOWLEDGMENT (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity

By Paul L. Paver
Paul L. Paver

Section 617.023, Florida Statutes, (Officer and resident agent) Every corporation organized in this state shall have an officer or officers and a resident agent for the state who shall accept service of process on behalf of the corporation. The corporation shall keep the name and address of its officer or officers and its resident agent for the state in its records.

ARTICLES OF INCORPORATION

OF

STRATHMORE RIVERSIDE VILLAS ASSOCIATION, INC.

(A Corporation Not For Profit)

THE UNDERSIGNED, Subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby associate themselves together to form a Corporation Not For Profit, pursuant to Chapter 617, of the Laws of the State of Florida.

ARTICLE I.

The name of this Corporation shall be:

STRATHMORE RIVERSIDE VILLAS ASSOCIATION, INC.

ARTICLE II.

PRINCIPAL OFFICE: The principal office of said Corporation shall be located at 2071 Main Street, Sarasota, Florida, and the Directors of the Association may change the location of the principal office of said Association from time to time.

ARTICLE III.

PURPOSES: The purposes of this Corporation are to provide by purchase, lease or otherwise, maintain and manage common social and recreational facilities for members of the Corporation at Strathmore Riverside Villas, a Condominium, hereinafter referred to as the "CONDOMINIUM", situate in Sarasota County, Florida; to provide utility services to and to maintain the common elements of the Condominium including lawns, grounds, roads and walkways, to maintain and paint outside walls of Units of members, to provide garbage and trash removal for the Condominium

and all Units thereof, to provide fire and extended coverage insurance to the value thereof on the common elements and each Unit, to assess, collect and pay common obligations, to provide public liability insurance on common elements and to protect the aesthetic qualities and beauty of the Condominium; to promulgate rules and regulations governing the use of the common recreational and social facilities and grounds of the Condominium, as well as use and occupancy of the Units; to undertake such activities and projects as will unite in companionship its members and insure the continuation of enjoyable living conditions at the Condominium. In order to carry out these purposes, Corporation shall have the powers provided by Florida Statute 617.021, as amended from time to time, as well as all other express and implied powers of Corporations Not For Profit, provided or allowed by or through the Laws of the State of Florida.

ARTICLE IV.

QUALIFICATION OF MEMBERS

AND MANNER OF ADMISSION: The members of this Corporation shall consist initially of the undersigned subscribers and, thereafter, such other persons as may, from time to time, be admitted to membership by the Board of Directors of the Corporation, in accordance with the provisions of the By-Laws of the Corporation.

ARTICLE V.

TERM OF EXISTENCE: The term for which this Corporation is to exist shall be perpetual, unless sooner dissolved pursuant to provisions of Florida Statute 617, as Amended.

ARTICLE VI.

NAMES AND RESIDENCES
OF SUBSCRIBERS:

The names and residences of the subscribers to these Articles are as follows:

<u>NAME</u>	<u>RESIDENCE</u>
WALTER S. ROSE	8371 Shadow Lawn Drive Boca Raton, Florida
ROBERT F. ROBIN	817 Bird Key Drive Boca Raton, Florida
ROBERT F. BRADSHAW, JR.	4400 North Lake Drive Boca Raton, Florida

ARTICLE VII.

OFFICERS AND DIRECTORS: The affairs of this Corporation shall be managed by a governing board called the Board of Directors, who shall be elected at the Annual Meeting of the Corporation. Vacancies on the Board of Directors may be filled until the next Annual Meeting in such manner as provided by the by-laws. The officers shall be: a President, Vice President, Secretary and Treasurer. They shall be elected by the Board of Directors. The Officers and members of the Board shall perform such duties, hold office for such terms, and take office at such times as shall be provided by the by-laws of the Corporation.

ARTICLE VIII.

NAME OF OFFICERS: The names of the officers who are to serve until the first appointment or election next following the filing of these Articles of Incorporation, pursuant to Florida Statutes, Chapter 617, as Amended, are as follows:

<u>NAME</u>	<u>OFFICE</u>
Paul L. Paver	President
Stanley D. Paver	Vice President
Elvira A. Galese	Secretary
Elvira A. Galese	Treasurer

ARTICLE IX.

NAME AND ADDRESS OF DIRECTORS: The number of Directors shall initially be three (3). The number may be increased or

decreased as provided in the By-Laws of the Corporation, but shall never be less than three (3). The first Board of Directors who shall serve until the election at the regular Annual Meeting next following the filing of these Articles of Incorporation, pursuant to Florida Statutes, Chapter 617, as Amended, are:

<u>NAME</u>	<u>ADDRESS</u>
Paul L. Paver	1500 North Lockwood Ridge Road Sarasota, Florida
Stanley D. Paver	5545 Shadow Lawn Drive Sarasota, Florida
Rivira A. Galese	805 Idlewild Way Sarasota, Florida

ARTICLE X.


BY-LAWS: The By-Laws of this Corporation may be altered, amended or repealed, and new By-Laws may be adopted by a two-thirds (2/3rds) vote of the members present and voting at any regular Annual Meeting of the Corporation, or at any Special Meeting called for that purpose, if at least fifteen (15) days written notice is given in advance of any such meeting of intention to alter, amend or repeal, or to adopt new By-Laws at such meeting.


ARTICLE XI.

AMENDMENT OF ARTICLES OF INCORPORATION: These Articles may be amended by a two-thirds (2/3rds) vote of the members present and voting at any regular Annual Meeting of the Corporation provided, however, that these Articles of Incorporation shall not be amended unless written notice is first given of the proposed Amendment to each and every member of the Corporation not less than fifteen (15) days prior to the regular Annual Meeting of the Corporation; such notice shall be sufficient if it is published not less than fifteen (15) days prior to the regular Annual Meeting of the Corporation, in such publication as may be designated by the

Board of Directors as the official journal of the Corporation.


Harvey J. Abel


Robert F. Rosin


Robert F. Menshaw, Jr.
"SUBSCRIBERS"


STATE OF FLORIDA)
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day, before me, a Notary Public, duly authorized in the State and County named above to take acknowledgments, personally appeared:

HARVEY J. ABEL
ROBERT F. ROSIN, and
ROBERT F. MENSHAW, JR.,

to me known to be the persons described as Subscribers in, and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they subscribed to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 2 day of December, 1949.


Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA IN LARGE
BY COMMISSION EXPIRES JULY 9, 1973
DENNIS PAUL FELD W. PALM BEACH

17



EXHIBIT C

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2002218700 17 PGS
2002 DEC 31 11:00 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DMANNING Receipt#260278

AMENDED AND RESTATED BY-LAWS
OF
STRATHMORE RIVERSIDE VILLAS ASSOCIATION

**SUBSTANTIAL REWORDING OF BYLAWS – SEE ORIGINAL BYLAWS RECORDED
AT O.R. Book 1789, Page 1843, et seq. FOR PRESENT TEXT**

1. Identity. These are the By-Laws of STRATHMORE RIVERSIDE VILLAS ASSOCIATION, INC. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of administering STRATHMORE RIVERSIDE VILLAS, SECTIONS, ONE, TWO and THREE (hereinafter collectively referred to as the Condominium unless the context required otherwise) located in Sarasota County, Florida

1.1 Principal Office. The principal office of the Association shall be 2700 Riverbluff Parkway, Sarasota, Florida 34231, or at such other place as may be designated by the Board of Directors from time to time.

1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation-Not-for-Profit", and the year of incorporation (1969).

2. Definitions. The terms used herein shall have the same definitions as stated in the Florida Condominium Act (Chapter 718, Florida Statutes) unless the context requires otherwise.

3. Age Restrictions. Inasmuch as 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 PRIVATE DWELLING 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 PRIVATE DWELLING shall be permitted by an individual between the ages of eighteen (18) and fifty-five (55). Notwithstanding the foregoing, the Board, in its sole discretion, shall have the right to establish hardship exceptions to permit individuals between the ages of eighteen (18) and fifty-five (55) to permanently reside in a PRIVATE DWELLING, provided that said hardship exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the PRIVATE DWELLINGS in the Condominium community having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the PRIVATE DWELLINGS shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of permanent occupancy are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a PRIVATE DWELLING by any person(s) who do not meet the occupancy requirements set forth herein.

4. Members.

The members of the Association shall be the record owners of fee title to the units. In the case of a unit subject to an agreement for deed, the purchaser in possession shall be deemed the owner of the unit solely for purposes of determining voting and use rights.

4.1 Qualifications. Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing legal title to the unit in the member.

4.2 Voting Rights, Voting Interests. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of votes ("voting interests") shall be equal to the total number of units. The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a unit is owned by one natural person, individually or as trustee, his or her right to vote shall be established by the record title to the unit. If a unit is owned jointly by two or more persons, that unit's vote may be cast by any of the owners. However, if two or more owners of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted. If the owner of a unit is a corporation, the vote of that unit may be cast by the president or vice-president of the corporation. If a unit is owned by a partnership, its vote may be cast by any general partner.

4.3 Termination of Membership. Whenever the title or titles of a unit owner(s) become divested, the membership shall terminate.

5. Members' Meetings: Voting.

5.1 Annual Meeting. The annual members' meeting shall be held in the month of December of each year at 10:00 am, on a date, and at the place determined by the Board of Directors from time to time. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

5.2 Special Meetings. Special members' meetings may be called by the President, Vice President, or by a majority of the Board of Directors of the Association, and must be called by the Association upon receipt of a written request from ten percent (10%) of the voting interest (34 unit owners). The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

5.3 Notice of Meeting: Waiver of Notice. Notice of the meeting of members shall state the time, place, date and the purpose(s) for which the meeting is called. The notice shall include an agenda. A copy of the notice shall be continuously posted at the designated location on the Condominium property not less than fourteen (14) days before the meeting. The notice of any meeting shall be sent by mail to each owner unless the unit owner waives in writing the right to receive notice of the meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. Each member bears the responsibility of notifying the Association of any change of address.

The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days prior to the date of the meeting. Proof of notice shall be given by affidavit.

5.4 Quorum. A quorum at members' meetings shall be obtained by the presence, either in person or by proxy, of persons entitled to cast a majority of the votes of the members (169 of 336 votes).

5.5 Majority Vote. The acts approved by a majority of the votes present in person and by proxy at a meeting at which a quorum shall have been attained shall be binding upon all unit owners for all purposes, except where otherwise provided by law, the Declaration, Articles or these Bylaws.

5.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the unit and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be members, or spouses of members. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a vote and ratifying the vote cast by his or her proxy.

5.7 Adjourned Meetings. If any meeting cannot be organized because a quorum has not been attained, the members present may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for in paragraph 5.3 preceding.

5.8 Order of Business. The order of business at members' meetings shall be as determined by the Board.

5.9 Minutes of Meeting. The minutes of all meetings of unit owners shall be kept in a book available for inspection by unit owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven years. Minutes for each meeting must be reduced to written form within twenty (20) days after the meeting date.

6. Directors.

6.1 Number and Tenure. The affairs of the Association shall be governed by a Board of not less than 3 or more than 9 directors and shall be fixed at nine until changed by adoption of a membership resolution. The terms of the Board of Directors shall be staggered with four (4) persons elected in even numbered years and five (5) persons elected in odd numbered years. All directors shall serve two year terms, provided however, that either the Board of Directors or the membership shall have the authority to temporarily assign a one year term to one or more director positions if necessary to re-implement a scheme of staggering the Board to promote continuity of leadership so that approximately one-half of the Board members are elected each year.

INSTRUMENT # 2002218700

17 PGS

6.2 Qualifications. Every director must be a member and shall be at least eighteen (18) years of age. An officer of a corporate owner or a general partner of a partnership owner may qualify to serve as a director. No person may serve more than two (2) consecutive two-year terms. After being off the Board for at least one (1) year, a member shall again be eligible to serve on the Board subject to the foregoing limitations.

6.3 Election of Directors. The following procedures shall apply to the election of Directors in accordance with Chapter 718, Florida Statutes.

(a) Any eligible person desiring to be a candidate may submit a self nomination, in writing, not less than forty (40) days prior to the scheduled election and shall automatically be entitled to be listed on the ballot.

(b) The ballot prepared for the annual meeting shall list all Director candidates in alphabetical order. Ballots shall be mailed to all voting interests with notice of the annual meeting and may be returned to the Association prior to the meeting, or cast at the meeting.

(c) There shall be no nominations from the floor on the date of the election.

(d) The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). The votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as flipping of a coin by a neutral party.

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

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

(a) If a vacancy is caused by the death, disqualification or resignation of a director, a majority of the remaining directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term, unless otherwise provided by law.

(b) If a vacancy occurs as a result of a recall the vacancy shall be filled as provided by law.

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

6.5 **Organizational Meeting.** The organizational meeting of newly elected directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors. Notice of the organizational meeting shall be posted at the designated location on the Condominium property at least 48 continuous hours in advance of the meeting.

6.6 **Regular Meetings.** Regular meetings of the Board of Directors shall be held at the principal office of the Association at such times as shall be determined by a majority of the directors. Except for meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board of Directors shall be open to all unit owners who may participate in accordance with the written policy established by the Board of Directors. Notice of such meetings with agenda shall be posted at a designated location on the Condominium property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association.

6.7 **Special Meetings.** Special meetings of the directors may be called by the President, or Vice President, and must be called by the President or Secretary at the written request of one-third (1/3) of the directors. Special meetings of the Board of Directors shall be noticed and conducted in that same manner as provided herein for regular meetings.

6.8 **Notice to Board Members/Waiver of Notice.** Notice of Board meetings shall be given to Board members personally or by mail, telephone, telegraph, or by facsimile transmission which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting.

6.9 **Quorum.** Except as provided in Section 6.4 hereof, a quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is specifically required by the Declaration, the Articles or these Bylaws. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest.

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

6.11 **Order of Business.** The order of business at directors' meetings shall be as established by the President or Chair of the meeting.

6.12 Conflict of Interest. No Officer and no Member of the Board of Directors shall be a paid employee of the Association, nor be paid or accept any benefit or consideration, in any form, directly or indirectly, during or after his/her term of office, as compensation or otherwise for any services rendered while an Officer or Director, engage in any transaction with the Association in his own behalf or for any other person, firm or corporation, nor shall he/she represent the Association in any transaction where he/she might be involved in a conflict of interest.

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

- (a) Operating and maintaining the common elements.
- (b) Determining the common expenses required for the operation of the Condominium and the Association.
- (c) Collecting the assessments for common expenses from unit owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the common elements.
- (e) Adopting and amending rules and regulations concerning the operation and use of the Condominium property, subject to the authority of the members to overrule such rules, as provided in Section 17 of these Bylaws.
- (f) Maintaining accounts at depositories on behalf of the Association and designating the signatories therefore.
- (g) Obtaining and reviewing insurance for the Condominium property.
- (h) Making repairs, additions and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the Condominium property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (i) Enforcing obligations of the unit owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (j) Levying fines against unit owners for violations of the Declaration, Articles, Bylaws and Rules and Regulations established by the Association to govern the conduct of owners and occupants at the Condominium. The Board of Directors may levy a fine against a unit owner, in accordance with Section 718.303(3), Florida Statutes, as the same may be amended or renumbered from time to time.

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Said fine may not exceed \$100.00 for each violation by the owner, his or her tenants, guests or visitors and may not exceed a maximum of \$1000.00. Prior to the imposition of any fine, the Board must provide the offending owner with written notice of the nature of the violation and an opportunity to attend a fining or violation hearing. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided.

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

- i. A statement of the date, time and place of the hearing;
- ii. A statement of the provisions of the Declaration, Association By-laws, or Association Rules and Regulations which have allegedly been violated; and
- iii. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to present evidence and to provide written and verbal testimony on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as directors or related to any officer, director or employee of the Association. If the panel, by majority vote (which may be conducted by secret ballot) does not agree with the fine, it may not be levied.

- (k) Purchasing or leasing units for use by resident superintendents, managers or other similar persons.
- (l) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the common elements or the acquisition of property, and granting mortgages and/or security interests in Association owned property; provided, however, that the consent of at least a majority of the voting interests (169) shall be required for the borrowing of any sum in excess of fifteen percent (15%) of the Association budget, including reserves. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph is not repaid by the Association, a unit owner who pays to the creditor such portion thereof as his interest in his common elements bears to the interest of all unit owners in the common elements and shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such unit owners unit.

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- (m) Contracting for the management and maintenance of the Condominium property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the common elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, levying assessments, promulgation of rules and execution of contracts on behalf of the Association.

All contracts for the purchase, lease or renting of materials or equipment shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract that requires payment exceeding five-hundred dollars (\$500.00) except for contracts with employees of the Association, management firms, attorneys, accountants, architects, or landscape engineers), unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.

- (n) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.
- (o) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of units, not to exceed the maximum amount permitted by law in any one case.
- (p) At the discretion of the Board of Directors a fee will be levied for late payment of assessments and/or monthly maintenance after the tenth (10th) of the month due, up to the legal limit as provided by Florida Statutes. The fee to be consecutive for each thirty (30) day period
- (q) Adopting hurricane shutter specifications for the condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board.
- (r) Convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

8. **Emergency Board Powers.** In the event of any "emergency", the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes as amended from time to time. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency. For purposes of this Section only, an "emergency" exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject to:

- (1) A state of emergency declared by local civil or law enforcement authorities;
- (2) A hurricane warning;
- (3) A partial or complete evacuation order;
- (4) Federal or State "disaster area" status; or
- (5) A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire hurricane, tornado, war, civil unrest or act of terrorism.

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

8.1 **Officers.** The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

8.2 **Office.** During an emergency, the Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

8.3 **Meetings.** During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The director or directors in attendance at such a meeting shall constitute a quorum. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

8.4 **Liability.** Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of the willful misconduct.

9. Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary (all of whom must be directors). All officers shall be elected by the Board of Directors and may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. No director may hold more than one (1) office. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors may, from time to time, elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

9.1 President. The president shall be the principal executive officer of the Association. The President shall carry out the policies prescribed by the Board of Directors; and in general, supervise and administer all of the business and affairs of the Association; and may sign with the Secretary or any other proper officer of the Association authorized by the Board of Directors, all instruments which the Board has authorized to be executed and, in general perform all duties incident to the Office of the President and such other duties that may be prescribed by the Board of Directors from time to time.

9.2 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice-president of an association and as may be required by the directors or the President.

9.3 Secretary. The Secretary shall attend all meetings of the Association and the Board of Directors, keep the minutes of all proceedings of the directors and the members, shall attend to the giving of all notices to the members and directors and other notices required by law, shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President.

9.4 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories) as may be designated by a majority of the Board of Directors. Committee funds shall be separately identified and accounted for in the Association books.

9.5 Assistant Secretaries & Assistant Treasurers. In general shall perform such duties as shall be assigned to them by the Board of Directors. They will act in the absence of the respective officer and perform the duties and be subject to the restrictions in place on that officer.

9.6 Delegation. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions.

9.7 Authority to Sign Checks. The primary authority to sign checks on behalf of the Association shall be vested in the Treasurer and Assistant Treasurer. Provided however, the Board of Directors may by resolution establish one or more other persons to sign checks, including but not limited to a representative of the management company that may be engaged by the Association, or another officer. The President or Vice-President shall automatically have the authority to sign checks in the absence of the Treasurer or Assistant Treasurer.

10. Committees.

10.1 Executive Committee. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. The Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have the power to determine the common expenses required for the affairs of the Condominium, to determine the assessments payable by the unit owners to meet the common expenses of the Condominium, to adopt or amend any rules and regulations governing the details of the operation and use of the Condominium property, to fill vacancies on the Board of Directors or to borrow money.

10.2 Standing Committees. The President, with the consent of the Board of Directors, may appoint the following Standing Committees of which members of the Board of Directors may be ex officio members. All Committees shall be under the direction of the Board of Directors.

a. Audit Committee. To be composed of one (1) member of the Board of Directors (other than the Treasurer or Assistant Treasurer) who shall be Chairperson and not less than two (2) members of the Association. The committee shall review and audit the records of the Treasurer and any Manager of the Association periodically and submit an annual audit to the Board of Directors.

b. Building Committee. To be composed of one (1) member of the Board of Directors who shall be Chairperson and not less than three (3) members of the Association. The committee shall plan, in association with the Clubhouse and Grounds Chairpersons when timely and relevant, supervise all maintenance, repair and additions to all real property and Association leaseholds, all structural common elements including Villas, Clubhouse, Pool and Pool Deck, Marina, Boat Docks, Seawall, Roads, Parking Facilities, and Utilities.

c. Grounds Committee. To be composed of one (1) member of the Board of Directors who shall be Chairperson and not less than three (3) members of the Association. The committee shall plan, in association with the Building and Clubhouse Chairpersons, when necessary, implement and supervise all maintenance related to the upkeep and refurbishing of the landscaping components of the common element.

d. Clubhouse Committee. To be composed of one (1) member of the Board of Directors and not less than three (3) members of the Association. The committee shall plan changes in the physical facilities in association with the Building and Grounds Committees when necessary. The committee shall recommend to the Board of Directors changes to improve the appearance or use of the recreational facilities. The Committee is responsible for the administrative use of the facilities and may, with Board approval, set reasonable fees, charges and rates for use. All net funds must be deposited through the Treasurer of the Association. The committee shall oversee the operations of the physical facilities of the recreational area, excluding the pool and the marina. The committee shall also have the duty of seeing that the Rules and Regulations relating to the recreational facilities are complied with.

e. Social Committee. This committee shall be a central unit of the Clubhouse Committee. It will be composed of members either same or separate of the Clubhouse Committee in number adequate to conduct the social activities for the general membership. The committee shall assign specific space and develop a calendar to include the activities of the Social and Program, Services and Facilities Committees and other groups.

f. Elections Committee. To be composed of not less than seven (7) members of the Association, not members of the Board of Directors. The committee shall be entrusted with the mechanics of the election process as required by Florida Statutes under the supervision of the management agent. It shall not engage in the selection or recommendation of members of the Board of Directors. The committee shall follow the procedure as may be outlined from time to time by the Bureau of Condominiums. No deviation from published procedure shall be authorized.

g. Finance and Budget Committee. To be composed of the Treasurer and Assistant Treasurer, and no less than two (2) members of the Association with experience in financial matters. The Treasurer shall be Chairperson of the Finance and Budget Committee. The committee, with the assistance of the Management Agent, should the Board elect to hire same, shall prepare the annual budget of operating expenses and reserve accounts for capital expenditures and deferred maintenance to be presented to the Board of Directors no later than the October Board Meeting. The proposed budget shall be posted on the Clubhouse bulletin board, and a summary shall be mailed as required by Statute to the owners not less than fourteen (14) days prior to the meeting at which the budget is to be adopted. The Finance and Budget Committee shall recommend charges to the reserve fund in excess of \$500.00 and also advise the Board of Directors concerning investment of condominium funds.

h. Legal and Legislative Committee. To be composed of no less than three (3) members of the Association. They shall elect one (1) of their number to be Chairperson. The committee shall advise the Board of Directors on the legal aspects of matters being considered by the Board of Directors, to include legal approval of all contracts with a value in excess of \$500.00. The committee shall maintain liaison with state and local government agencies and with other condominium associations.

i. Insurance Committee. To be composed of no less than three (3) nor more than five (5) members of the Association. The committee shall elect one of its members as chairperson. The committee shall advise the Board, through the Chairperson of the Legal Committee of its findings and rulings in respect to the Associations insurance requirements.

j. Programs, Services and Facilities for Older Persons. To be composed of one (1) members of the Board of Directors to serve as Chairperson, and no less than three (3) members of the Association. The committee shall organize, improve and administer such programs that may specifically enhance the well being of the older members of the Association. These programs shall include, but not limited to, blood pressure, exercise, partners social and advisory program and buddy system.

The committee will coordinate with the Clubhouse Chairperson for both the use of the facilities and procurement of supplies or equipment necessary to carry out its function.

k. Public Relations and Information Committee. To be composed of one (1) member of the Board of Directors to serve as Chairperson, and no less than four (4) members of the Association. The committee shall organize, improve and develop two-way communication between the Board of Directors, the various committees and the membership in general. The committee shall also advise on all publication including Committee memoranda and the like and shall be responsible for the SRV News & Views. The committee shall recommend to the Board of Directors, for their consideration the frequency of revisions to the above publications, as well as new publications.

l. Sale, Lease and Rental Committee. To be composed of no less than five (5) members of the Association. The committee shall develop guidelines in compliance with Federal, State and Local Statutes and Declaration of Condominium. The committee shall submit to the Board of Directors for approval all applications for sales, leases, or rentals. The committee shall communicate with the members through the official publication of the Association. Information on procedures to be followed in the sale, lease or rental of villas will be distributed to prospective purchasers, renters or agents and processed through the Association's Administrative office.

m. Safety and Security Committee. To be composed of one (1) member of the Board of Directors as Chairperson and no less than three (3) members of the Association. The committee shall administer all established procedures for the safety and security of the condominium. The committee shall recommend to the Board of Directors for their consideration changes or additions relative to the safety of the community. Area of responsibility will include the security patrol, hurricane preparedness, those sections of the Rules and Regulations that reference automobiles and parking, street lighting, and any additional criteria that may enhance the feeling of safety for members of the condominium.

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

10.4 **Term of Office.** Each member of a Committee shall continue as such until the next annual meeting of the members of the Association and until his/her successor is appointed unless the Committee shall be sooner terminated or unless such member may be removed from such Committee, or unless such member shall cease to qualify as a member thereof.

10.5 **Chairperson.** One member of each Committee shall be appointed Chair of the Committee.

10.6 **Vacancies.** Vacancy in the members of any Committee may be filled by the committee chairperson, and Board of Directors or President, as applicable, in the same manner as provided in the case of original appointments.

10.7 **Quorum.** Unless otherwise provided in the resolution of the Board of Directors designating the Committee, a majority of the whole Committee shall constitute a quorum and the act of the majority of the members present at a meeting at which a quorum is present shall be the act of the Committee.

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

11. **Compensation.** Neither directors nor officers shall receive compensation for their services.

12. **Resignations.** Any director or officer may resign his/her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all units owned by any director or officer shall constitute a resignation of such director or officer without need for a written resignation. The unexcused absence from three (3) consecutive Board meetings shall also constitute a resignation of such director without need for a written resignation.

13. **Fiscal Matters.** The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following:

13.1 **Budget.** The Board of Directors shall adopt a budget of common expense for the condominium. Copies of the proposed budget, and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted, shall be mailed to or served on the owners of each unit not less than fourteen (14) days before that meeting. The Board meeting shall be held in December and shall be held immediately after the annual membership meeting. The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications.

13.2 **Statutory Reserves for Capital Expenditures and Deferred Maintenance.** In addition to operating expenses, the proposed budget must include provisions for funding reserve accounts for capital expenditures and deferred maintenance, as required by law.

13.3 **Operating Reserves.** In addition to the statutory reserves described in Section 13.2 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.

13.4 **Assessments; Installments.** Regular annual assessments based on an adopted budget shall be payable in USA funds in monthly installments, in advance, due on the first day of each month. Written notice of each budget year's monthly installments shall be sent to the members at least fifteen (15) days prior to the commencement of the new fiscal year, but failure to send (or receive) the notice does not excuse the obligation to pay. If an annual budget has not been adopted at the time the first monthly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last monthly payment, and payments shall be continued at such rate until a budget is adopted and new monthly installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next installment.

13.5 **Special Assessments.** Special assessments may be imposed by the Board of Directors as permitted by Section 718.112(2)(c), Florida Statutes, to meet unusual, unexpected or non-recurring expenses. Special assessments are due in US funds on the day specified in the resolution of the Board approving such assessments.

13.6 **Dues and Assessments.** The Board shall levy fees and assessments for the use of any special facilities including but not limited to the use of the boat basins, and the users shall pay such dues or assessments as may be assessed by the Board.

13.7 **Fidelity Bonds.** The President, Secretary and Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premium on such bonds is a common expense.

13.8 **Financial Reports.** In accordance with Section 718.111(13) of the Condominium Act, not later than sixty (60) days after the close of each fiscal year, the Board shall at a minimum distribute to the owners of each unit a report showing in reasonable detail the financial condition of the Association as of the close of the fiscal year, and an income and expense statement for the year, detailed by accounts. If required by law and not waived by the members, or at the discretion of the Board of Directors, the Association may engage a CPA and have a more comprehensive analysis accomplished, which shall be sent to the members by June 1 of the fiscal year in lieu of the financial report referenced above.

13.9 **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January of each calendar year. The Board of Directors may adopt a different fiscal year in accordance with law, and the regulations of the Internal Revenue Service.

13.10 Depository. The depository of the Association shall be such bank, banks or other federally insured depository, in the State, as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited not to exceed the amount of federal insurance available provided for any account. Withdrawal of monies from these accounts shall be made only by checks signed by such person or persons as are authorized by the directors. All funds shall be maintained separately in the Association's name.

14. Roster of Unit Owners. Each unit owner shall file with the Association a copy of the deed or other document showing his/her ownership. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only unit owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.

15. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium or Corporate Acts, case law, the Declaration, the Articles, these Bylaws, or rules and regulations adopted from time to time by the Board of Directors to regulate the participation of unit owners at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations.

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

16.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

16.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than 10 (10%) percent of the voting interest of the Association. After such proposal, membership approval of a proposed amendment must be by not less than a majority of the members present in person or by proxy, and voting, at a duly called membership meeting.

16.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Sarasota County.

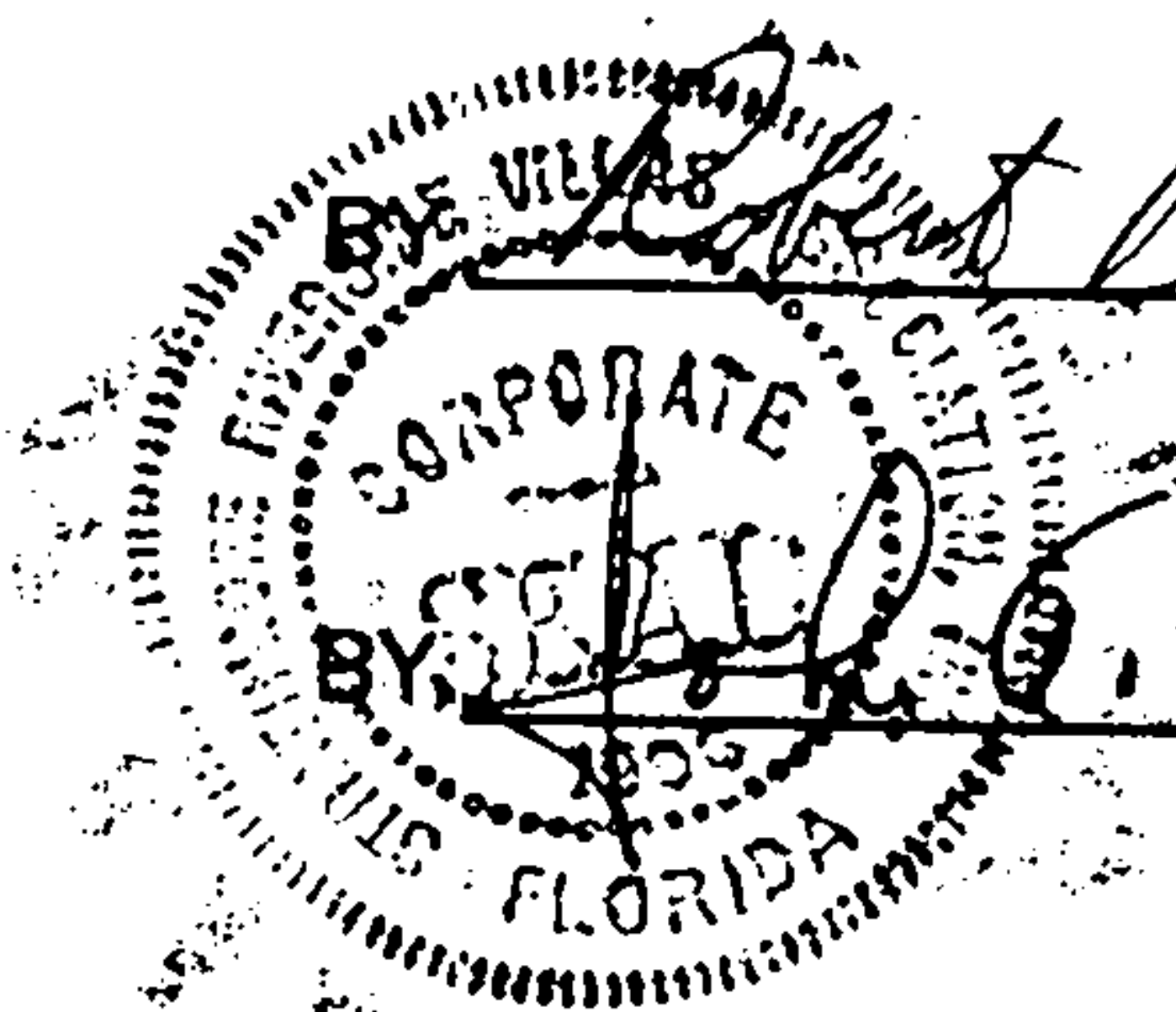
17. Rules and Regulations. The Board of Directors may, from time to time, adopt, amend or add to rules and regulations governing the use of units, common elements, limited common elements, Association property, and the operation of the Association. However, any Board-promulgated Rule may be rescinded or amended upon vote or written action of a majority of the total voting interests. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board of Directors to each unit owner not less than thirty (30) days prior to the effective date thereof, and shall be valid and enforceable notwithstanding whether recorded in the public records.

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18. Mandatory Arbitration of Disputes. Prior to commencing litigation, unresolved disputes between the Board and unit owners as defined in Section 718.1255(1), Florida Statutes, must be submitted to arbitration or mediation as provided in the Condominium Act. This provision shall be in effect so long as the Condominium Act mandates such proceedings.

19. Document Conflict. If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the rules and regulations.

STRATHMORE RIVERSIDE VILLAS ASSOCIATION, INC.


Robert B. Simpson PRESIDENT
John A. Kennedy SECRETARY

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 19th day of December, 2002 by Robert B. Simpson, as President, and John A. Kennedy, as Secretary of STRATHMORE RIVERSIDE VILLAS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced na as identification. If no identification is indicated, the above-named persons are personally known to me.

Marcia A. Collins
Notary Public
Printed Name _____
State of Florida _____
My Commission Expires _____
 **Marcia A. Collins**
Commission # DD 035213
Expires June 20, 2005
Bonded Thru
Atlantic Bonding Co., Inc.