

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES, AND MOBILE HOMES**

IN RE: PETITION FOR DECLARATORY STATEMENT

Docket No. 2021-012740

JAMES HANSEMAN,

PETITIONER,

DS 2021-014

FINAL ORDER GRANTING THE PETITION FOR DECLARATORY STATEMENT

The Department of Business and Professional Regulation, Division of Florida Condominiums, Timeshares, and Mobile Homes (hereafter, “the Division”) hereby issues this Final Order Granting the Petition for Declaratory Statement pursuant to section 120.565, Florida Statutes.

PRELIMINARY STATEMENT

1. On March 18, 2021, the Division received a Petition for Declaratory Statement (hereafter, “Petition”), from James Hanseman (hereafter, “Petitioner”), a unit owner at Wildewood Springs II-B Condominium Association, Inc. (hereafter, “Association”).
2. Petitioner seeks a declaratory statement regarding whether email communications between and among board members are “official records” within the meaning of Section 718.111(12), Florida Statutes, where such records relate to the Association’s operations but are sent to and/or from personal computers and devices rather than Association-owned computers and devices.
3. On April 27, 2021, the Division acknowledged receipt of the Petition in a letter sent to Petitioner.

4. On May 7, 2021, notice of filing was published in Volume 47, Number 89 of the Florida Administrative Register.
5. Petitioner did not request a hearing.

FINDINGS OF FACT¹

6. Petitioner is a unit owner at the Association located in Bradenton, Florida.
7. The Association is a condominium as this term is defined in section 718.103, Florida Statutes.
8. Petitioner has submitted with the Petition the minutes of an Association meeting, which reflect the board's position that emails between its members are not official records if transmitted via the board members' personal computers or devices. Petitioner indicates that at least some of the emails in question have been sent to or from the Association's official email address. Pet. at 1.

CONCLUSIONS OF LAW

9. The Division has jurisdiction to enter this Order. §§ 120.565, 718.501, Fla. Stat.
10. Condominium associations are required to maintain certain items as the official records of the association. *See* § 718.111(12)(a)1.-18., Fla. Stat.
11. The "official records of the association" include "[a]ll other written records of the association not specifically included in the foregoing which are related to the operation of the association." § 718.111(12)(a)18., Fla. Stat. Nothing in this provision exempts such records when created or transmitted with a board member-owned device rather than an Association-owned device.

¹ All of the facts presented in the Petition were duly considered, included in the record, and form the basis of this Order. The Division takes no position as to the accuracy of the facts and accepts them as submitted by Petitioner for the purpose of issuing this Final Order Granting the Petition.

- 12. “The plain meaning of the statute is always the starting point in statutory interpretation.” *GTC, Inc. v. Edgar*, 967 So. 2d 781, 785 (Fla. 2007). Dictionaries can be used to determine the meaning of words. *Metro. Dade County v. Milton*, 707 So. 2d 913, 915 (Fla. 3d DCA 1998).
- 13. Emails constitute a form of writing. *Writing*, Black’s Law Dictionary (11th ed. 2019). Consequently, emails are “written records,” and their existence as such does not depend on the ownership of the device through which the emails are transmitted.²
- 14. Accordingly, emails that otherwise constitute “official records” are not excluded from the statutory definition of “official records” merely because they are created or transmitted with board members’ personal devices.

Based on the foregoing, it is hereby:

ORDERED that the Petition for Declaratory Statement is **GRANTED** and answered as described herein.

DONE and **ORDERED** this 6th day of January 2022, in Tallahassee, Leon County, Florida.



Chevonne Christian, Division Director
Department of Business and
Professional Regulation
Division of Florida Condominiums,
Timeshares, and Mobile Homes
2601 Blair Stone Road
Tallahassee, FL 32399-1030

² The Division takes no position on whether any specific emails are in fact official records.

NOTICE OF RIGHT TO APPEAL

THIS FINAL ORDER CONSTITUTES FINAL AGENCY ACTION AND MAY BE APPEALED BY ANY PARTY ADVERSELY AFFECTED PURSUANT TO SECTION 120.68, FLORIDA STATUTES, AND RULE 9.110, FLORIDA RULES OF APPELLATE PROCEDURE, BY FILING A NOTICE OF APPEAL CONFORMING TO THE REQUIREMENTS OF RULE 9.110(c), FLORIDA RULES OF APPELLATE PROCEDURE, BOTH WITH THE APPROPRIATE DISTRICT COURT OF APPEAL ACCOMPANIED BY APPROPRIATE FILING FEES AND WITH THE AGENCY CLERK, 2601 BLAIR STONE ROAD, TALLAHASSEE, FL 32399-2202; AGC.FILING@MYFLORIDALICENSE.COM; FAX (850) 488-5761, WITHIN THIRTY (30) DAYS OF THE RENDITION OF THIS FINAL ORDER.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to Mr. James Hanseman, at 106 Wild Palm Dr., Bradenton, Florida 34210, on this 12th day of January, ~~2021~~. 2022


Brandon M. Stahl
Agency Clerk's Office

Copies furnished to:

Eddy Laguerre
Senior Attorney

DS 2021-014

Petition for Declaratory Statement

March 18, 2021

FILED	
Department of Business and Professional Regulation Senior Deputy Agency Clerk	
CLERK	Brandon Nichols
Date	3/18/2021
File #	

James Hanseman
106 W/D Palm Dr.
Bradenton FL 34210

Name & address of petitioner
Main residence
4100 Clearpoint Dr.
Cincinnati, OH 45247-6903
513-374-6675 (cell)

DOCKET #2021012740

Specific provision(s) of the statute, rule or order on which the petitioner seeks a declaratory statement
Florida Statute 718.111(12)a., Items 1 through 17 of Official Records with focus on Item 15, "...15. All other written records of the association not specifically in the foregoing which are related to the operation of the association..."

A statement of the reasons explaining why the petitioner needs a declaratory statement
Petitioner asked condominium association if they treat all written business related communications between directors or to/from unit owners as "official records". Included in the Condominium association July 12, 2017 Board of Directors' meeting minutes written by CAM John Coulls (Lighthouse Property Management) it includes, "...The attorney also clarified that e-mail communications between and among Board Members is NOT part of the official records of the condo if the communication is done with the Board Member's personal computer or devices. If the Association had an official Association computer, that information would be part of the official records..."

Declaratory statement is sought to determine the validity of the condominium association's opinion/practice and whether the state would expect this condominium association to treat all written business communications as "official records" to be appropriately stored, retained and made available for inspection. The language of the Statute allows privacy when the communication involves personnel matters or consultation with their attorney regarding certain legal matters but there is no exception included relating to personal devices used to send/receive business communications. The email communications in question have been sent to/from the officially recognized email address of the association and/or sent by/to a recognized official or representative of the association regardless of the device used to transmit.

A short statement of all relevant facts in numbered paragraphs, and a request for the division's official opinion of how the specific statute, rule or order applies to the petitioner in their particular set of circumstances.

1. Based on their July 12, 2017 statement the condominium association admits that some written (email) communications involving condominium board members are considered "official records". As such those communications must comply with the appropriate Condo Law storage, retention and inspection requirements.
2. As a result of a complaint to the Department of Business and Professional Regulations ("DBPR") Community Association Manager ("CAM") John Coulls of Lighthouse Property Management was issued a "letter of guidance". CAM John Coulls was the property manager in attendance at the July 12, 2017 Board meeting.
3. As a result of a complaint to the Office of Financial Services, CAM Brian Hartsell of Lighthouse Property Management, while managing this condominium association, may have received a "letter of guidance".
4. As a result of complaints to the "DBPR" CAM Hartsell and Lighthouse Property Management were issued "notice of non-compliance". Hartsell was managing this association at that time.
5. As a result of complaints to "DBPR" the condo association was issued a Consent Order and fine for failure to arrange two written "official records" inspection requests.
6. Two complaints to the "DBPR" involving CAM Hartsell and Lighthouse Property Management are under a probable cause review.
7. Based on the above issues, the condominium association and CAM have a documented history of non-compliance with the Florida Condominium Statutes.
8. All business conducted by the condominium association, it's CAM, property management company or their attorney is the ultimate responsibility of the condominium association's Board of Directors.
9. The association's position regarding written business communications could allow them to use "personal computers or devices" to circumvent the storage, retention and inspection requirements of Florida Statute 718.

A statement as to whether the petitioner (or intervenor) requests a hearing.
The petitioner is not requesting a formal hearing, but reserves that right.

DRAFT

WILDEWOOD SPRINGS II-B CONDOMINIUM ASSOCIATION, INC.

BOARD OF DIRECTORS MEETING

JULY 12, 2017

A Board of Directors Meeting of the Wildewood Springs II-B Condominium Association, Inc., was held on July 12, 2017, at the Fossen residence, 206 Pineneedle, Bradenton, FL 34210.

1. **Call the Meeting to Order:** The meeting was called to order at 9:00 AM by President, Kathy Fossen.
2. **Proper Proof of Notice:** Proper notice was given according to Association Documents and the Florida Statutes.
3. **Determination of a Quorum:** Board Members present were Kathy Fossen, Rich Potts, Michael Garrison, Kathy Pascarella, and Craig Welchel. A quorum was established. Also present were Serena Schortzmann and John Coulis from Lighthouse Property Management.
4. **Approval of the Meeting Minutes from May 10, 2017:** ***THE BOARD UNANIMOUSLY AGREED TO APPROVE THE MINUTES FROM THE MAY 10, 2017 BOARD MEETING.***
5. **Officer's Report:** John Coulis reported that the expenses for the carports and the roof need to be re-coded to Reserves and that requires Board approval. With \$28,397 for the carports thus far and \$5,325 for Manson roof work transferred to Reserves, expenses are favorable to budget. There is \$70,276 in Available Prior Year Fund Balance and \$46,939 in operating cash. Reserves are fully funded with \$380,303 in the account. After discussion, ***THE BOARD UNANIMOUSLY AGREED TO RE-CODE \$5,325 IN MANSON ROOFING EXPENSE AND \$28,397 IN KENNETH HARPLEY EXPENSE TO GL # 5400. THE REMAINDER OF KENNETH HARPLEY EXPENSE FOR THE CARPORTS WILL ALSO BE CODED TO RESERVES GL # 5400.***
6. **Old Business:**
 - a. **Roofs:** Ms. Fossen reported that Manson Roofing came out and did roof repairs and provided a proposal for approximately \$75,000 to do extensive upgrades. After discussion, the Board decided not to do any extensive upgrades, but to proceed with a complete re-roof in approximately 3 years and get a full warranty. This will be in the \$200,000 price range and paid from Reserves.
 - b. **Carports:** Ms. Fossen reported the carport work is complete and it looks great. All present agreed.
 - c. **Pickle Ball:** Ms. Fossen reported that 2 proposals were provided for an additional pickle ball court to be applied to tennis court #2. One was for \$350 and the other for \$550. Tennis

court #1 already has pickle ball. After discussion there will not be an additional pickle ball court installed.

- d. **Any other old business to come before the Board:** Ms. Fossen reported that the Association Attorney suggested that 2 Town Hall Meetings take place for the Attorney to answer any questions regarding the Document updates. The updated Documents should be voted on at the Annual Meeting in April 2018. It was decided to have the first Town Hall Meeting on November 29, 2017 and the second Town Hall Meeting on January 31, 2018. The meetings are planned for 4:30 PM. Mr. Potts will check on available meeting room space.

7. New Business:

- a. **Truck Parking:** Ms. Fossen reported that there was a request for allow extended truck parking for a guest. This request was allowed, however, the guest ended up staying longer. This issue will be discussed further in the Document update process. After discussion, **THE BOARD UNANIMOUSLY AGREED TO ALLOW OVERNIGHT TRUCK PARKING AT THE TENNIS COURT AREA FOR A PERIOD NOT TO EXCEED 5 DAYS WITH BOARD APPROVAL**
- b. **Pool Infractions/Gate:** Ms. Fossen reported that groups of rowdy people occasionally visit the pool. Discussion of putting a lock on the pool gate will not proceed further at this point. Any owner has the right to ask people if they are guests of owners and ask to see their pool pass.
- c. **Lights behind 216-222 area:** Ms. Fossen reported that homeless people and their waste have been seen behind 216-222. Appropriate lighting should be investigated to manage the problem. After discussion, Ms. Fossen will contact Precision Electric to investigate options.
- d. **Homeless:** This issue was included above.
- e. **Owner Harassment:** Ms. Fossen reported that there is an owner who communicates in a negative and harassing tone while demanding various documents and information. Ms. Fossen contacted the Association Attorney on this issue. The Association Attorney explained that it is time to follow the letter of the law. The Association is under no obligation to respond to the owner's e-mails. Nor is the Association required to make copies and send or e-mail copies of any documents or information. The Association is only obligated to make records available for an owner to inspect. To ensure all records requests are processed timely, all requests to inspect official records should be done in writing and mailed via certified mail to the Management Company. The management company will then contact the requesting owner and make arrangements for the owner to inspect the records. The Board should make a rule to limit the number of questions that can be asked to one (1) question per month. The Attorney also clarified that e-mail communication between and among Board Members is NOT part of the official records of the condominium if this communication is done with Board Member's personal computers or devices. If the Association had an official Association computer, that information would be part of the official records. After much discussion, **THE BOARD UNANIMOUSLY AGREED TO HAVE ALL REQUESTS FOR OFFICIAL RECORDS TO BE MADE IN WRITING, AND SENT BY CERTIFIED MAIL TO THE MANAGEMENT COMPANY. THE BOARD LIMITS REQUESTS FOR OFFICIAL**

DOCUMENTS TO ONE (1) REQUEST PER MONTH. The Board will discuss and address this issue further.

- f. **Any other new business to come before the Board:** Ms. Fossen reported that Steven Alf's holiday pay has mostly been paid by W II B because most holidays fall on a Monday or Tuesday. From this point onward when a holiday falls on the days Steven is scheduled for W II B, Steven will take the appropriate amount of time from the other Associations and work at W II B.

Spectrum cable TV has changed the program providing cable service and Wi-Fi starting January 1, 2018. Ms. Fossen and other Board Members will investigate this further and get the details on how this will be implemented and the effect on owners.

Palm Tree trimming will start at the tennis court area on Monday, July 17th.

8. **Owner Input:** There was no further owner input.
9. **Next Board Meeting:** The next Board Meeting date will be determined later.
10. **Adjournment:** The meeting was adjourned at 10:24 AM by common consent.

Respectfully Submitted,

John Coulls, CAM

Property Manager

Prepared by and return to:
Dmitri M. Stetsko, Esq.
Law Office of Dmitri Stetsko, P.A.
1400 Second Street, Suite 508
Sarasota, FL 34230
(941) 555-8791

CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM
WILDEWOOD SPRINGS IIB
ARTICLES OF INCORPORATION
BYLAWS
WILDEWOOD SPRINGS IIB CONDOMINIUM ASSOCIATION, INC.

We hereby certify that the attached Amended and Restated Declaration of Condominium of WILDEWOOD SPRINGS IIB, Amended and Restated Articles of Incorporation and Amended and Restated Bylaws (which Articles of Incorporation and Bylaws are recorded as Exhibits to the originally recorded Declaration of Condominium) of WILDEWOOD SPRINGS IIB CONDOMINIUM ASSOCIATION, INC. (herein, the "Association") were duly adopted at the Annual Membership Meeting of the Association held on April 10, 2019, by the affirmative vote of not less than 66% of the entire membership of the Association as required by Article XV of the Declaration of Condominium, Article 8.1 of the Articles of Incorporation and Article X of the Bylaws. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

The original Declaration of Condominium of WILDEWOOD SPRINGS IIB was recorded at Official Records Book 972, Page 1883 et seq. of the Public Records of Manatee County, Florida.

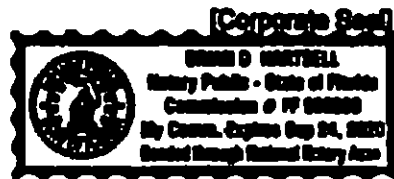
DATED this 30 day of April, 2019.

Signed, sealed and delivered:
in the presence of:

sign Jonathan Glassman
print JONATHAN GLASSMAN
sign Ann Zimmerman
print Ann Zimmerman

WILDEWOOD SPRINGS IIB
CONDOMINIUM ASSOCIATION, INC.

By Andrea Glassman, President
Andrea Glassman, President



STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 30 day of April, 2019, by Andrea Glassman as President of Wildewood Springs I-B Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced personally known as identification.

My commission expires:
SEPTEMBER 24, 2020

NOTARY PUBLIC

sign Brian D. Martell
print BRIAN D. MARTELL
State of Florida at Large (Seal)

SECOND AMENDED AND RESTATED

**DECLARATION OF CONDOMINIUM
WILDEWOOD SPRINGS IIB**

*[Substantial rewording of Declaration of Condominium. See existing
Declaration of Condominium for present text.]*

The Members of WILDEWOOD SPRINGS I-B CONDOMINIUM ASSOCIATION, INC. (the "Association") adopt this Second Amended and Restated Declaration of Condominium. This Second Amended and Restated Declaration of Condominium replaces and supersedes the original Declaration of Condominium and all previous amendments thereto. The original DECLARATION OF CONDOMINIUM WILDEWOOD SPRINGS IIB is recorded at Official Records Book 972, Page 1663 et seq. in the Public Records of Manatee County, Florida (the "Original Declaration").

ARTICLE I. CREATION OF CONDOMINIUM

1.1 **Submission Statement:** That real property located in Manatee County, Florida as described in Exhibit "A" hereto, has been submitted to condominium ownership pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes

1.2 **Survey:** The Condominium survey, graphic descriptions and floor plans are included in Exhibit "A" hereto, and together with this Declaration of Condominium are in sufficient detail to identify the Units, Common Elements and Limited Common Elements of the Condominium Property and provide accurate representations of their locations and dimensions

ARTICLE II. NAME. The name of the Condominium is Wildewood Springs IIB, a Condominium.

ARTICLE III. DEFINITIONS. The terms used in this Declaration of Condominium and its exhibits shall have the meanings stated in the Florida Condominium Act, and as herein provided, unless the context otherwise requires.

3.1 "Articles of Incorporation" means the Articles of Incorporation of Wildewood Springs I-B Condominium Association, Inc., as it may be subsequently amended from time to time.

3.2 "Assessment" means the share of the funds which are required for the payment of Common Expenses, as well as any charge against any individual Unit owner as provided herein, which is from time to time, assessed against a Unit owner by the Association.

3.3 "Association" means Wildewood Springs I-B Condominium Association Inc., a non-profit corporation which is responsible for the operation, maintenance and management of the Condominium, and its successors and assigns, which is and shall be the legal entity responsible for the operation of this Condominium

3.4 "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its Members

3.5 "Board or Board of Directors" means the Board of Directors of the Association, which is the representative body responsible for administration of the Association.

3.6 "Bylaws" means the Bylaws of Wildewood Springs II-B Condominium Association, Inc., for the governing of the Association and as it may be subsequently amended from time to time.

3.7 "Common Elements" means the portions of the Condominium Property not included in the Units. The Common Elements shall also include the easements through the Units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to other Units and Common Elements, and easements of support in every portion of a Unit which contributes to the support of the improvements.

3.8 "Common Expenses" means all those expenses incurred by the Association in the performance of its duties, including, without limitation, the expenses specified in Section 718.115, Florida Statutes, and this Declaration.

3.9 "Common Surplus" means the excess of all receipts of the Association (including but limited to Assessments, rents, profits and revenues on account of the Common Elements) over the amount of the Common Expenses.

3.10 "Condominium" means Wildewood Springs IIB, a Condominium, as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

3.11 "Condominium Act" means the Florida Condominium Act, Chapter 718, Florida Statutes, as subsequently amended from time to time. The provisions of the Condominium Act are incorporated herein by reference, and all provisions thereof shall apply to this Condominium to the extent necessary and proper. However, where the Condominium Act is permissive or to the extent that this Declaration is not in direct conflict with the provisions of said statute, this Declaration of Condominium shall prevail.

3.12 "Condominium Documents" means this Declaration; the survey and plat plan; the Articles of Incorporation; the Bylaws; and the Rules and Regulations of the Association, all as subsequently amended from time to time.

3.13 "Condominium Parcel" means the Unit together with the undivided shares in the Common Elements which is appurtenant to the Unit and other appurtenances thereto, if any.

3.14 "Condominium Property" means the lands, leaseholds and personal property that are subjected to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

3.15 "Declaration" means this instrument as it may be subsequently amended from time to time.

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

3.17 "Institutional Mortgagee" means any national or state bank, national or state savings and loan association, insurance company, FHA approved mortgage lender or mortgage banker which holds a mortgage on a Unit or Units in the Condominium.

3.18 "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as provided herein

3.19 "Member" means any person, natural or corporate, who is a Unit owner.

3.20 "Original Declaration" means the original DECLARATION OF CONDOMINIUM WILDEWOOD SPRINGS IIB CONDOMINIUM recorded at Official Records Book 854, Page 1788 et seq. in the Public Records of Manatee County, Florida.

3.21 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, and the operation and administration of the Association, subject to any limits set forth in the Declaration of Condominium.

3.22 "Unit owner" means the record owner of legal title to a Condominium Parcel.

3.23 "Unit or Condominium Unit" means that portion of the Condominium Property which is subject to exclusive ownership.

3.24 Voting interests: The arrangement established in the Condominium Documents by which the owner or owners of each Unit individually or collectively are entitled to one (1) vote on behalf of each Unit owned of the sixty-eight (68) available votes in Association matters.

ARTICLE IV. EASEMENTS. The following easements are reserved through the Condominium Property and are covenants running with the land of the Condominium, and notwithstanding any other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium, unless specifically released by the beneficial owner thereof.

4.1 Ingress and Egress: Rights of way by vehicle or on foot in, upon, over and under the driveways and walks as set forth in any of the plans attached hereto or as they may be built or relocated in the future and for all purposes for which driveways and walks are commonly used and the right to maintain the same; however, this easement shall not give or create to any person the right to park on any portion of the Condominium Property not designated as parking area.

4.2 Utilities: As may be required or desirable for utility service in order to adequately serve the Condominium and the Units thereof; provided, however, easements through a Unit, if any, shall be according to plans and specifications for the building containing the Unit or as the building is accurately constructed, unless approved in writing by the Unit owner. The Association, through the Board of Directors, has the power, without joinder of any Unit owner, to grant, modify or move easements or relocate any existing easements, in any portion of the Common Elements or Board, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units.

4.3 Encroachments: In the event any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit owner, or in the event any Common Elements shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist. If a Common Element or Limited Common Element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

4.4 **Access to Adjacent Property:** Easements, licenses and private ways are hereby reserved over the boulevards, streets and roads of the Condominium Property for the purpose of utility services, drainage and access to lands adjacent to the Condominium Property that may now or hereafter be a part of the Planned Community. Specifically and without limitation, non-exclusive, perpetual, private rights-of-way are reserved to provide ingress to and egress from 34th Street West to Wildewood Springs, a Condominium, lying westerly hereof. Similarly and without limitation, easements in such roads and in the Common Elements generally are reserved for the purpose of providing utility services and drainage to other lands now or hereafter forming a part of Wildewood Springs II Community. Such easements, private ways and licenses hereby reserved shall be deemed expressly reserved and excepted from each and every conveyance, mortgage, lease or other transfer of Unit, or any interest therein, by any party, even though such specific reservation and exception is not mentioned therein. Such reserved easements shall be solely for the purposes herein provided and shall be appurtenant to the lands above described if and when they become a part of the community. Provided, that nothing contained herein shall interfere with the right of owners of Units in this Condominium from using such boulevards, streets and roads as provided in Section 4.1.

4.5 **Right-of-way:** Oakview Drive is the access right-of-way from 34th Street West and shall be private to the owners of Wildewood Springs and Wildewood Springs II communities aforesaid except to the extent required by the zoning and highway departments of the county for use of safety and service vehicles and to said extent as easement therein is reserved. As aforesaid, easements are granted to adjacent condominiums for use of said right-of-way when such use of their rights-of-way are reciprocally granted. Additionally, the exterior five (5) feet of said easement is reserved for utility purposes, including installation, service and maintenance. Since the street is not dedicated, all users thereof shall contribute on a pro rata basis to its maintenance and repair.

4.6 **Air Space:** The appurtenance shall include an exclusive easement for the use of the air occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time.

4.7 **Support:** Every portion of a Unit contributing to the support of the Building shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the Building.

4.8 **Maintenance, Repair and Replacement:** Easements through, over and beneath the Units and Common Elements for maintenance, repair and replacement of the Units and Common Elements. Such access to the Units shall be only during reasonable hours, except that access may be had at any time in case of emergency.

ARTICLE V. UNITS AND APPURTENANCES.

5.1 **Unit Boundaries:** Each Unit shall consist of that part of the Improvement and air space which lies within the boundaries of the Unit, which are as follows:

5.1.1 The volume or cubicles of space enclosed by the unfinished inner surfaces of perimeter and interior load bearing walls, ceilings and floors thereof including vents, doors, windows and such other structural elements as are ordinarily considered to be enclosures of space, and including the volume or cubical of space enclosed by any enclosed lanai (that is, the space within a ground floor paved terrace, designated as part of the Unit in the Condominium survey and enclosed in the original construction of the Unit, even if that enclosure is later altered or replaced by the Unit owner), whether the enclosure consists of screen, glass or any other material.

5.1.2 All dividing interior dividing walls and partitions including the space occupied by such interior walls or partitions and balconies, excepting load bearing interior walls and partitions

5.1.3 The decorated inner surfaces of the perimeter and interior walls including, decorated inner surfaces of all interior load bearing walls, floors and ceilings, consisting of wallpaper, paint, plaster, carpeting, tiles and all other finishing materials affixed or installed as part of the physical structure of the Unit.

5.1.4 All the immediately visible fixtures, mechanical systems and equipment installed for the sole and exclusive use of the Unit commencing at the point of connection or disconnection from the structural body of the Condominium building and from the utility lines or installations constituting a part of the overall systems designed for the service of any particular Unit or any of the structural members or portions of any kind, including fixtures and appliances within the Unit which are not removable without jeopardizing the soundness, safety and usefulness of the remainder of the building shall be deemed a part of any Unit. Air conditioning equipment, as such, is part of the Unit served and not part of the Common Elements.

5.2 **Common Elements:** The Common Elements include the land and all parts of the Condominium not within the Units as Units are herein defined.

5.3 **Limited Common Elements:** The Limited Common Elements are those portions of the Common Elements which are appurtenant to a certain Unit that is reserved for use in connection with that Unit, as follows:

5.3.1 All second floor entrance decks, ground floor front entrance courtyards and any structures (including but not limited to stairs) attached to the exterior main wall of a building which serve only the particular Unit adjacent to such structure

5.3.2 Carports providing covered parking spaces as assigned by the original developer of the Condominium or by the Association (which upon such assignment is permanent and may not be reassigned except by a Declaration amendment with the unanimous joinder and consent of all Unit owners and owners of liens on Units).

5.3.3 Any enclosed rear garden adjacent to the Unit (the "LCE garden area").

5.4 **Shares of Common Elements, Expenses and Surplus.** The undivided share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit shall be equal for each of the sixty-eight (68) Units, which is 1/68th each.

5.5 **Voting Rights:** Each Unit shall have an appurtenance thereto one (1) equal voting right in the Association. The vote for each Unit shall be cast by its owner, directly or by proxy. If a Unit is owned by more than one person or by a corporation, the vote for that Unit shall be cast in the manner provided in the Bylaws.

ARTICLE VI. MAINTENANCE AND ALTERATION.

6.1 Common Elements and Limited Common Elements.

6.1.1 **Maintenance, Repair, and Replacement and Operation by the Association.** The maintenance, repair, and replacement and operation of the Common Elements and Limited Common Elements shall be the responsibility of the Association, and the expense associated therewith shall be designated as a Common Expense, except the maintenance and repair of the Limited Common Element garden area ("LCE garden area") shall be as follows:

6.1.1.1 The interior surface of masonry walls bounding LCE garden areas shall be maintained (painted) and cleaned by the Unit owner having exclusive use of the garden area. Since the interior of the

said masonry walls may be visible to the other owners the Board of Directors shall publish the acceptable color (brand and style number) that may be utilized to paint the interior of the masonry walls bounding the LCE garden area. The Unit owner shall also be responsible for the maintenance of all plantings, including sodded or grass areas, within said LCE garden areas. The Association may take control of the maintenance of any trees, shrubs and other plants in the LCE garden area to prevent damage to the Common Elements.

6.1.1.2 LCE garden areas bounded and defined by wooden fences shall be maintained by the Association except the Unit owner having exclusive use of said LCE garden area (subject to the right of the Association and adjacent owners to access for utility use and service) may elect to maintain the interior space, and improvements and plantings therein of said LCE garden area, by providing written notice to the Board of said intent, and with subsequent Board of Directors approval.

6.1.1.3 No temporary or permanent structure, or equipment, may be placed in any LCE garden area if its height exceeds the height of the masonry or wooden walls surrounding the area, except for umbrellas used with lawn furniture.

6.1.1.4 Notwithstanding anything in this Declaration to the contrary, any portion of a LCE garden area that has been altered or improved by a Unit owner, or an occupant or tenant, of a Unit, shall be maintained, repaired and replaced by the Unit owner and not the Association. Nothing herein shall be construed to permit alterations, additions, or plantings without the prior written consent and subsequent control by the Board in order to prevent damage by root growth or other nuisance or annoyance.

6.1.2 Alteration and Improvement by the Association: There shall be no material alterations or substantial improvements in the Common Elements, or Condominium Property without the affirmative vote of not less than sixty-five percent (65%) of the members of the Association present in person or by proxy at a duly noticed and convened membership meeting, except that membership approval is not required for (1) work necessary to protect, maintain, repair, or replace the Common Elements or Condominium Property, even if the work would otherwise constitute a material alteration or substantial addition to the Common Elements; (2) the installation and use of energy efficient devices in Common Elements or Association Property for the benefit of all Unit owners; or (3) for material alterations or substantial improvements in the Common Elements or Condominium Property, where the expense to the Association is less than \$2,500 in the aggregate in any calendar year.

6.1.3 Pest Control: The Association may supply specific pest control services for the inside and outside of each Unit, with the cost thereof being part of the Common Expenses. A Unit owner has the option to decline such services, however, in so doing must employ a licensed pest control company to enter the Unit on a regular basis to perform prescribed pest control services at the owner's expense, and to subsequently furnish written evidence thereof to the Association. Because the cost of pest control services provided by the Association is part of the Common Expenses, the election of a Unit owner not to use such services shall not reduce the Unit owner's Assessments.

6.1.4 Alteration and Improvement by Unit Owners: No Unit owner may in any manner alter, add to, or improve the Common Elements, Limited Common Elements, or Condominium Property without written approval of the Board of Directors, and subject to any specifications upon which the Board of Directors may condition its approval. Further, a Unit owner shall not make any alterations to his or her Unit which would in any manner adversely affect the safety or soundness of the Common Elements or Limited Common Elements any portion of the Condominium Property which is to be maintained by the Association.

6.2 Units:

6.2.1 Maintenance, Repair and Replacement by the Association. The Association shall maintain, repair, and replace at the Association's expense the following:

6.2.1.1 All portions of a Unit that contribute to the support of the Unit, which portions shall include, but not be limited to, load bearing columns and load bearing walls.

6.2.1.2 All conduits, ducts, plumbing, wiring and other facilities for the furnishing of the utility services contained in the portions of a Unit maintained by the Association and all such facilities contained within a Unit that service part or parts of the Condominium other than the Unit within which contained.

6.2.1.3 The responsibilities hereunder include an Association obligation to maintain, repair, and replace the electrical wiring up to the circuit breaker panel in each Unit, sewer lines up to the point the pipes and lines enter the Unit through Common Elements, cable television lines up to the main service panel within the Unit, and the water pipes up to but not including the shut off valve located within the Unit. Incidental damage caused to a Unit by such work shall be repaired at the expense of the Association. The Association shall only be responsible for the replacement of materials of like kind and quality that existed at the time of the incidental damage. The Unit owner is responsible for any additional cost of any upgrade or improvement in the replacement materials. In addition to the costs of any such maintenance, repair, or replacement of a Unit shower pan, the Association will provide a one-time credit to be used towards any incidental damage caused by the Association's maintenance, repair, or replacement of a Unit shower pan. The Board of Directors will determine a reasonable amount for the credit. In order to minimize costs to Unit owners and the Association, any Unit that remodels a bathroom shower must allow the Association to maintain, repair, or replace the Unit shower pan before tiling or any other material is installed on the shower. Any Unit that fails to receive written authorization from the Board to remodel the Unit's bathroom, and/or otherwise fails or refuses to allow the Association to maintain, repair, or replace the shower pan during any remodel of a Unit bathroom, will forfeit the credit noted above. Such Unit owner will be fully responsible for all fees and costs of any incidental damage caused by the Association for any subsequent maintenance, repair, or replacement of a Unit shower pan.

6.2.2 Maintenance, Repair and Replacement by the Unit owner. The Unit owner shall maintain, repair and replace at the Unit owner's expense the following portions of a Unit:

6.2.2.1 Doors and door hardware; window and door screens; porch screens; electric panels; electric wiring; electric outlets and fixtures; door bells and door knockers, air conditioners, including both the roof mounted portion of the system and the air handler portion of the system, wherever located, heaters; hot water heaters; heating, air and dryer vents within the Unit; fire, smoke alarms, and security devices; refrigerators; dishwashers; other appliances; drains, plumbing, fixtures, and connection within the Unit; interior surfaces of all walls, floors and ceilings; and all other portions of his or her Unit.

In the event a Unit owner fails to maintain, repair or replace any portion of a Unit as required, the Association may, in addition or as an alternative to its other remedies, perform the required work and assess or charge the Unit owner the cost thereof, plus a five percent (5%) service fee, which the Unit owner shall promptly pay the Association upon demand which the Association may collect in the manner provided herein and by law. A Unit owner must obtain written approval from the Board prior to the replacement of any window, door, door hardware, sliding glass door, screen, porch screens, or external lights.

6.2.2.2 A Unit owner shall not enclose, paint or otherwise decorate or change the appearance of any portion of the Common Elements or Limited Common Elements without written approval of the Board of Directors.

6.2.2.3 A Unit owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible. Notwithstanding the maintenance responsibilities of the Association, as provided in this Declaration of Condominium, a Unit owner shall be responsible for the maintenance, repair, and replacement of property damaged as a result of the intentional act or negligence of the Unit owner, or the guests, family members, occupants, tenants, invitees or other persons claiming a right to reside in the Unit or be present at the Condominium by or through the Unit owner.

6.2.2.4 Notwithstanding anything in this Declaration to the contrary, any portion of a Unit that has been altered or improved by a Unit owner, or an occupant or tenant of a Unit, shall be maintained, repaired and replaced by the Unit owner and not the Association; including without limitation glass or plastic enclosures or porches, or hurricane shutters. Nothing herein should be construed to permit alterations or additions to the Common Elements and/or Limited Common Elements without the prior written consent of the Board.

6.2.3 Alteration and Improvement by the Unit Owner. No Unit owner shall make any alteration or improvement to any load-bearing portion of his or her Unit or any electrical or plumbing element within his or her Unit unless the Unit owner has first obtained written approval from the Board of Directors. As part of the approval process the Unit owner shall submit plans and specifications for the work to the Board of Directors. The Board of Directors may require the plans and specifications to be altered as it determines appropriate before granting its approval. If said Unit owner has received the approvals of the Board, 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 provided all work is strictly in conformance with the plans and specifications approved by the Board, and further, provided that all alterations and improvements shall be in compliance with all existing building codes; and that no alterations shall cause any increase in any insurance premium to be paid by the Association; and no alteration may affect the structural integrity of the building. A Unit owner shall be responsible to remove and re-install, at his or her sole expense, any portion of the Condominium Property that the Unit owner has been permitted to alter or add to if necessary at the discretion of the Board of Directors to permit the Association to perform its maintenance responsibilities.

6.2.4 Hurricane Shutters. As provided in Section 718.113(5), Florida Statutes the following shall serve as the Association's hurricane shutter specifications. These specifications apply to the installation and deployment of hurricane shutters and all other protective hurricane systems on the individual Units and the Common Elements. All hurricane shutters and protection must fully comply with the applicable portions of the Florida Building Code. These specifications are applicable to all buildings located on the Condominium Property.

Installation and Deployment of Hurricane Shutters and Other Protective Systems - Approved systems. Owners and residents may deploy approved hurricane shutters and other approved hurricane protective systems during hurricane season (that is, June 1 to November 30 of each year) or any other time a hurricane warning is in effect; provided that such deployment does not violate this Policy, the Florida Building Code or applicable zoning provision. Only qualified and licensed contractors and/or professionals shall be permitted to install approved hurricane shutters and other approved hurricane protective systems. The following are approved hurricane shutters and approved hurricane protective systems:

6.2.4.1 Roll Down and Accordion Shutters. Screens, windows and other glass openings may be protected using manual/motorized roll-down or accordion type shutters. The roll-down or accordion type shutters must be painted to match the main exterior wall paint color. Due to ease of use, these roll down and

accordion type shutters shall NOT be left deployed for the duration of the hurricane season. They shall be deployed on an as-needed basis, in the sole opinion of the Board. The installation brackets and other required installation hardware must be painted to match the main exterior wall paint color and may be left installed on a permanent basis.

6.2.4.2 Wood Panels. Wood, plywood and wood-composite hurricane shutters are strictly prohibited.

Any hurricane shutters and/or approved hurricane protective system that is already installed on the Individual Units and/or the Common Elements at the time of the recording of this Amended and Restated Declaration of Condominium shall be grandfathered and it shall not be necessary to replace such hurricane shutters and approved hurricane protective systems. If a Unit Owner wishes to use any other product or material, prior written approval from the Board of Directors is required on a case-by-case basis.

6.2.5 Upper Unit Floor Coverings. As of the date of adoption of this Second Amended and Restated Declaration of Condominium, the existing floor coverings in upper Units may not be changed to any material other than carpeting, linoleum, or vinyl over padding. With specific written Board approval, a hard surface material such as tile or wood may be installed over an underlayment in hallways, kitchen, bathrooms, living room, dining room, bedrooms, and porch. The required underlayment shall meet the minimum IIC or STC standards of 70, or such other sound absorbing or deadening materials as may be permitted in writing by the Board if and only if the materials provide comparable, or better, performance. Any material installed in violation of this paragraph must be removed at owner's expense.

6.2.6 Association Access to Units and Failure to Repair. The Association may enter into any Unit or Limited Common Element upon reasonable notice and during reasonable hours to inspect any Unit; to maintain, repair, or replace any Common Elements, Limited Common Elements, or of any portion of a Unit to be maintained by the Association pursuant to this Declaration; to prevent damage to the Common Elements or to a Unit or Units, or to make repairs or maintenance which is the responsibility of the Unit owner and which said Unit owner has failed to make, all costs of such repairs shall be assessed to the particular Unit owner as a special Assessment and shall be collected in the same manner as any other Assessment. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as the appropriate precautions to protect the personal property within the Unit. The Association may retain a pass-key to all Units. If it does, no Unit owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit owner provides a key to the Association. If the Association is not given a key, the Unit owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damage to the Unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to the Unit caused by the non-availability of a key.

6.2.7 No Unit owner may alter or disturb any portion of the Unit for which the Association is responsible for nor do anything which would adversely affect the safety or soundness of those portions of the Unit or the Common Elements or Limited Common Elements or which would disturb the rights of other Unit owners or cause any insurance premium to be paid by the Association

ARTICLE VII ASSOCIATION. The operation of the Condominium shall be by the Wildewood Springs I-B Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Authority. The Association shall have all of the powers and authority reasonably necessary to operate the Condominium as provided in the Florida Condominium Act and applicable corporation statutes and as set

forth in this Declaration and the Bylaws and Articles of Incorporation of the Association, and as these may be amended from time to time.

7.2 Limitation Upon Liability of the Association: Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to Unit owners for the injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons. The Association shall only be liable for injury or damage if the negligence of the Association was the proximate cause of the injury or damage.

ARTICLE VII. ASSESSMENTS. The making and collection of Assessments for Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

8.1 Payments: The annual Assessment shall be due in equal quarterly installments on the first days of January, April, July and October. Special Assessments shall be due as stated in the notice of special Assessment

8.2 Late Payments: Assessments and installments thereon paid on or before ten (10) days after the day when the same shall become due shall not bear interest, but all sums not so paid on or before ten (10) days after the same is due shall bear interest until paid at the maximum rate allowed by law, and shall be subject to a late payment fee (currently a charge not to exceed the greater of \$25 or 5% of the delinquent Assessment or installment). All payments on account shall be first applied to interest then to late payment fees, attorney's fees and costs, and finally to the unpaid Assessments in the order they come due. No payment by check is deemed received until the check has cleared the Association's account.

8.3 Acceleration of Assessment Installation Upon Default: If any installment of Assessments remains unpaid thirty (30) days after the same shall become due, a Unit owner shall be in default in the payment of an installment upon an Assessment,—the Board of Directors may accelerate the remaining installments of the Assessment upon notice to the Unit owner, and then the unpaid balance of the Assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Unit owner, or if such notice is to be registered or certified mail not less than twenty (20) days after the mailing, whichever shall first occur.

8.4 Claim of Lien: The Association has a lien on each Condominium Unit for any unpaid Assessments or Charges on such parcel, with interest, late charges and for reasonable attorney's fees, costs, and other collection expenses, including those expenses provided in contracts between the Association and third parties, including but not limited to Community Association Management Firms, incurred by the Association incident to the collection of the Assessment or Charge or enforcement of the lien. No lien may be recorded until the Association has provided notice of intent to place a lien, as required by the Condominium Act, as amended from time to time. The Association's costs and expenses in preparing and sending such notice (including but not limited to attorney's fees, contractual collection expenses, postage, and other costs and expenses reasonably incurred) and may be added to the amounts claimed due in the pre-lien notice and if not timely paid, shall be secured by the Association's lien. The lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the Original Declaration. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or Charges in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges or without waiving any claim of lien.

8.5 **First Mortgage:** The priority of the Association's lien and the obligation for payment of past due Assessments or Charges in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by Section 718.118, Florida Statutes, as subsequently amended from time to time.

ARTICLE DL. INSURANCE. Insurance, other than title insurance, which shall be carried upon the Condominium property and the property of the Unit owners shall be governed by the following provisions:

9.1 **Authority to Purchase:** All insurance policies upon the Condominium Property shall be purchased by the Association and the named Insured shall be the Association, individually and as agent for the Unit owners, naming them and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgage certificates, endorsements and memoranda of insurance to the mortgagees of Unit owners.

9.2 **Property Insurance 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 Owners, but the Unit owner is authorized to obtain such insurance at his own expense provided such insurance shall not be of such nature to affect policies purchased by the Association. Unit owners shall furnish the Association with copies of all insurance policies obtained by them, at the request of the Association.

9.3 **Mortgage Approval Notification:** So long as any institutional first mortgagee shall hold a mortgage upon a Unit in the Condominium such mortgagee shall have the right to approve the insurer on all insurance policies covering the Condominium property, which approval shall not be unreasonably withheld but shall be withheld only upon good, sufficient and substantial reasons, and the Association shall submit to the mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association. This section shall be construed as covenant for the benefit of any be enforced by any institutional first mortgage.

9.4 **Coverage:**

9.4.1 All buildings and improvements upon the land and all personal property included in the Common Elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, or 100% of the full insurable value, whichever is greater, as determined by the Board of Directors of the Association. Such coverage shall afford protection against the following:

9.4.1.1 Loss or damage by fire or other hazards covered by standard extended coverage endorsement.

9.4.1.2 Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

9.4.2 **Public Liability:** In such amounts and in such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the Unit owners as a group to a Unit owner, and also with waiver of the Insured's right of subrogation, if reasonably available.

9.4.3 **Worker's Compensation:** Worker's Compensation Insurance shall be carried in an amount sufficient to meet the requirements of the Florida Worker's Compensation Law.

9.4.4 **Other Insurance:** The Association may at its option, purchase and maintain in full at all times such other insurance and in such amounts as the Board of Directors shall from time to time determine to be desirable.

9.5 Premiums: Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense.

9.6 Association as Agent: The Association is irrevocably appointed agent for each 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 payments of claims, provided however, that no claims relating to an individual Unit upon which there is an institutional first mortgage shall be settled without the consent of the institutional mortgagee holding said mortgage and provided further that no claim affecting the Common Elements in excess of \$100,000.00 shall be made without the consent of all institutional mortgagees.

9.7 Insurance Trustee and Share of Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit owners and their mortgagees, as their interest may appear, and shall provide that all proceeds in an amount of \$100,000.00 or more covering property losses shall be paid to an insurance trustee, which shall be an institution having offices in Manatee County, Florida, and possessing trust powers, as may be from time to time approved by the Board of Directors of the Association, which trustee is herein referred to as "Insurance Trustee." All proceeds less than \$100,000.00 shall be handled by the Association. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

9.7.1 Common Elements: Proceeds on account of damage to Common Elements other than those contained within a building – an undivided share for each Unit owner of the Condominium, such share being the same as the share of the Common Elements previously set forth herein.

9.7.2 Units: Proceeds on account of damage to Units shall be held in the following undivided shares:

9.7.2.1 When the building is to be restored, for the owners of damaged Units, in proportion to the cost of repairing the damages suffered by each Unit owner, which cost shall be determined by the Board of Directors of the Association.

9.7.2.2 When the building is not to be restored for the owners of the Units in such building, in undivided shares being the same as the fractional part created by using the number of square feet within the Unit as the numerator and the total number of square feet in all the Units as the denominator. It is recognized that the insurance and proceeds in such case are recovered on the damage to the Common Elements, but the interest of each owner varies as to value.

9.7.3 Mortgagees: In the event, a mortgagee endorsement has been issued As a Unit, the share of the Unit owner shall be held in trust for the mortgagee and the Unit owner as their interest may appear, provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damage to property shall be reconstructed or repaired except as provided in Article X hereinafter.

9.8 Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to and for the benefit of the beneficial owners in the following manner:

9.9 Expense of Trustee: All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

9.10 Reconstruction or Repair: If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners. Remittances to Unit owners and mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

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

9.12.1 Certificate: In making distribution to Unit owners and their mortgagees, the Insurance Trustee may rely upon certificate of the Association made by its President, or its Secretary, and by the Association Managing Agent as to the names of the Unit owners and their respective share of the distribution.

ARTICLE X. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

10.1 Determination to Reconstruct or Repair: If any part of the Condominium property shall be damaged by casualty, whether or not it shall be constructed or repaired shall be determined in the following manner:

(a) **Common Elements:** If the damaged improvement is a common element the same shall be reconstructed or repaired unless the damages to the building containing such common element extend to the Units in which case the provisions of Paragraph 10.1 (b) shall apply.

(b) **Building.**

(1) **Partial Destruction:** If the damaged improvement is one of the buildings and less than 80% of the amount of the insurance applicable to such building is forthcoming by reason of such casualty, then the building is forthcoming by reason of such casualty, then the building shall be reconstructed and repaired unless 65% of the owners and 65% of the institutional mortgagees holding first mortgages contained within such building shall within 60 days after the casualty agree in writing that the same shall not be reconstructed or repaired.

(2) **Total Destruction:** If the damaged improvement is one of the buildings and 80% or more of the amount of the casualty insurance applicable to such building is forthcoming by reason of such casualty, the building shall not be reconstructed or repaired unless 65% of the owners of the Units and all institutional mortgagees holding first mortgages upon the Units contained within said building shall, within 60 days after the casualty, agree in writing that the same shall be reconstructed or repaired.

(c) **Certificate:** The Insurance Trustee may rely upon a certificate of the Association made by its President or Secretary, and the Managing Agent to determine whether or not the Unit owners have made a decision whether or not to reconstruct or repair.

10.2 Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building, or if not, in accordance with the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is a building of housing Units, then by the owners of all the damaged Units therein, which approval shall not be unreasonably withheld. The approval of the

plans and specifications by institutional first mortgagees holding mortgages on the Units involved must also be obtained prior to reconstruction.

10.3 Responsibility: If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of the Unit owner, then the Unit owners shall be responsible for reconstruction and repair after casualty. In all other cases the responsibility of reconstruction and repair after casualty shall be that of the Association.

10.4 Estimates of Cost: When the Association shall have the responsibility of reconstruction or repair, prior to commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

10.5 Assessments for Reconstruction and Repair: If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, Assessments shall be made against the Unit owners who own the damaged Units, and against all Unit owners in a damaged building in case of damage to Common Elements in a building, and against all Unit owners in the case of damage to Common Elements not within a residential building, in amounts sufficient to provide funds for the payment of such costs. Such Assessments against Unit owners for damage to the Unit shall be in proportion to the cost of reconstruction and repair of their respective Units. Such Assessments on account of damage to Common Elements shall be in proportion to the owner's share in the Common Elements or to the ratio of the owner's share in the Common Elements to all affected owners shares in the Common Elements, if damage to Units occurs only in some buildings in which Units are located.

10.6 Construction Funds: The funds for the payment of cost of reconstruction and repair after casualty which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Assessment against such Unit owners shall be disbursed in payment of such costs in the following manner:

(a) **Association:** If the total Assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$20,000.00 then the sums paid upon such Assessments shall be deposited with the Association or with the Insurance Trustee as controlled by Section 9.7. In all other cases the Association shall hold the sums paid upon such Assessments and shall disburse the same in payment of cost of reconstruction and repair.

(b) **Insurance Trustee:** The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of Assessments against Unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of the construction and repair in the following manner:

(1) **Unit Owner:** The portion of insurance proceeds representing damage for which the responsibility of construction and repair lies with the Unit owner shall be paid by the Association or the Insurance Trustee to the Unit owner, or if there is a mortgage endorsement as such Unit, then to the Unit owner and the mortgagee jointly, who shall use such proceeds to repair the Unit.

(2) **Association: Lesser Damage:** If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$20,000.00 then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(3) **Association Major Damages:** If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is more than \$20,000.00 then the construction fund shall be disbursed in payment of such cost in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) **Surplus:** It shall be presumed that the first moneys disbursed in payment of cost of construction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all cost of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except however, that the part of a distribution to a beneficial owner which is in excess of the Assessment paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) **Certificate:** Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit owners upon Assessment shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursement from the construction fund are to be upon the order of the Association or upon the approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine whether surplus funds to be distributed are less than the Assessments paid by owners nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President, or Secretary and the Association's Managing Agent, as to any or all of such matters, and stating that the sums to be paid are due and properly payable and stating that the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association or a mortgagee, which is beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association.

ARTICLE XI USE AND OCCUPANCY. 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.

11.1 **Units:** A Condominium Unit shall be used as a private residence only. Units may not be used for commercial or business purposes. Owners and their family members may use Units for "home office" or "telecommuting" purposes, provided that such uses are confined solely within the Unit; cannot be seen, heard or smelled by other residents of the Condominium; do not involve customers or clients coming onto the Condominium Property, the posting of any signage in the Condominium, or the storage of equipment, products, or materials in the Condominium; nor more than two (2) regular deliveries per day of correspondence or similar items from customary delivery services. No Unit may be divided or subdivided into a smaller Unit nor any portion separately sold or otherwise transferred.

11.2 **Guests:** Guests of an owner may occupy the Unit, during the owner's absence, under the following conditions.

11.2.1 The owner must notify the Association in advance, in writing, naming the Guests and the length of time they will occupy the Unit

11.2.2 At least one Guest must be eighteen (18) years of age, or older.

11.2.3 Such Guest usage may not occur more than two (2) times in any calendar year, for a total time of no more than fourteen (14) days. Any Guests who exceed these time periods will be considered tenants, and/or renters, and are subject to the leasing requirements and approval requirements noted elsewhere in this Declaration, including the completion of a criminal background check.

11.3 Visible Objects: No garments, rugs, towels, clothing, flags and any and all other items shall be hung or displayed from the windows, facades or other exterior portions of any of the buildings in the Condominium. Screen doors shall remain closed except when being actively used.

Each owner, tenant, guest, or other occupant of a Unit may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

Winter Holiday Decorations. Winter holiday decorations may be displayed on the front door of the Unit and in the windows of a Unit no earlier than the weekend of Thanksgiving thru the second weekend after New Year's Day. For other public holidays, established or recognized by the federal government or the state of Florida, the owner or Tenant may hang one small item from the door of the Unit for a time period not to exceed seven (7) days. The Community Association, in its discretion, may order the removal of any decoration or display which a majority of the Board of Directors deems to (i) be excessive in brightness, relative to other Units; or (ii) attract excessive attention; or (iii) unreasonably interferes with the use and enjoyment of other Units or the Common Area; or (iv) creates an unsafe or dangerous condition. Failure to remove a decoration or display after notice to do so from the Board of Directors will be deemed a violation of the Declaration and subject the offending party to a fine in an amount to be determined by the Board of Directors

Seasonal (Winter, Spring, Summer, and Fall) wreaths and flags may be displayed on the front door of the Unit. The wreath or flag may be no larger than 12 inches by 12 inches.

11.4 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

11.5 Nuisances: No nuisances shall be allowed on the Condominium Property nor any use or practice which is an unreasonable source of annoyances to any resident or which interferes with the peaceful possession or proper use of the property by its residents. No Unit owner shall permit any use of the Unit or 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 or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

11.6 Signs: No "For Rent", "For Sale", or signs of any nature shall be displayed or exposed to view. Provided however, the Board may adopt Rules and Regulations to permit certain name plaques, security signs, and "open house" signs.

11.7 Pets: Unit owners shall be permitted to keep two (2) pets total. A Unit owner can keep (2) cats, two (2) dogs, or one (1) cat and one (1) dog. However, neither of the two (2) pets may exceed twenty-five (25) pounds. Unit owners may also keep caged birds and fish, in the Unit. All pets (including cats) must be carried and/or kept on a leash no more than six (6) feet in length at all times when outside the Unit. Unit owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. The Association will comply with all Federal, State, and local laws regarding Service Animals and Emotional Support Animals. It is the Association's position that the state, county, and city law enforcement and/or animal control are the authority on whether a pet should be deemed a danger and/or nuisance to the member, families, and guests of the Community. The Association shall defer to state, county, and city law enforcement and/or animal control to determine whether a pet should be removed from the Wildewood Springs IIB Community and/or destroyed.

11.8 Parking:

(a) A LCE carport parking space may be used only by a Unit owner to whom said parking space is assigned. A Unit owner may authorize another Unit owner designee or tenant to use his/her carport parking space provided that the Unit owner properly fills out and signs Association Form WWS I-B-03 and sends it to the Secretary of the Association for proper notification. Parking spaces, other than those in carports, are not assigned to Unit Owners and can be used on a daily first come first serve basis. The residents of each Unit shall not park more than two (2) vehicles in parking spaces on Condominium Property. A carport parking space counts as one (1) of the two (2) available parking spaces for each Unit. Guests may park in available Common Element open parking spaces for not more than fourteen (14) days in any thirty (30) day period. No vehicle may be parked on the Condominium Property which is inoperative or is not currently licensed or which, in the sole opinion of the Board, is so deteriorated as to be unsightly. Bicycles may be placed only within Units or enclosed garden areas, except that a bicycle may be placed in a LCE carport parking space by a Unit owner or Tenant, but only upon prior written approval by the Board of Directors on Association Form WWS I-B-03. All approved bicycle placements in LCE carport parking spaces requires that bicycles must be chained and locked to vertical metal poles in the LCE carport parking space and in no way disruptive to the parking of any vehicle in the carport.

(b) No vehicles shall be permitted to park on the Common Element grass, Common Element driveway, Common Element walkways, Common Element sidewalks, or on the streets within the Wildewood Springs IIB Community at any time.

(c) The following vehicles are prohibited from being parked on any LCE carport parking space, Common Element open parking space, Common Element driveway, or on the streets within the Wildewood Springs IIB Community:

1. Boats;
2. Campers,
3. Recreational Vehicles;
4. Trailers;
5. Motor Homes;
6. Pick-up trucks that are not Permitted Vehicles as set forth in Paragraph 11.8(e) below;
7. Pick-up trucks that are not Permitted Vehicle because of modifications as set forth in Paragraph 11.8(f) below;
8. Commercial trucks;
9. Commercial vehicles;
10. Conversion Vans;
11. Golf Carts.

Notwithstanding the foregoing prohibition, the prohibited vehicles listed in this Paragraph 11.8(c) may be permitted to be parked on the Common Element driveway, Common Element open parking spaces, or the Common Element streets within the Wildewood Springs IIB Community for a total of three (3) hours during a twenty-four (24) hour period only if written permission is first obtained from the Board of Directors or the Association Management Company.

(d) For purposes of this Article, "Commercial trucks" and "Commercial vehicles" shall mean those vehicles which are NOT designed and used for customary, personal/family, purposes. "Commercial trucks" and "Commercial vehicles" shall include those vehicles which contain commercial lettering, graphics, signs or displays; those vehicles which lack rear or side windows; those vehicles which contain transport tools, tool boxes or other equipment incidental to any business. The absence of commercial-type lettering, graphics, signs, or displays on a vehicle or any or all of the aforementioned criteria shall not be dispositive as to whether a vehicle is a Commercial truck or Commercial vehicle.

(e) The only vehicles that are permitted to be kept on any LCE carport parking space or Common Element parking space, by Owners, their Guests, Occupants, Tenants, licensees, invitees or assignees overnight will be customary private passenger automobiles ("Permitted Vehicles"). Permitted Vehicles shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two (2) doors or four (4) doors on a sedan, hatchback or convertible and shall also include station wagons, vans, minivans, and sport utility vehicles, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer.

Permitted Vehicles shall also include pick-up trucks that meet the following specifications:

1. The pick-up truck must be less than twenty (20) feet in length, less than seven (7) feet in height, and have no more than four (4) wheels/tires.
2. The pick-up truck must not be considered a "Commercial truck" as defined in paragraph 11.8(d) herein.

(f) In addition to the restrictions enumerated in Section 11.8(d) and (e) herein, pick-up trucks, vehicles, and sport utility vehicles that have been modified by increasing their height or adding, off-road wheels/tires, hydraulics, over-sized wheels/tires, roll bars or similar equipment and vehicles having more than four (4) wheels/tires, are also NOT considered Permitted Vehicles and are prohibited from being parked on any LCE carport parking space, Common Element parking space, Common Element driveway, or on the streets within the Wildewood Springs IIB Community. Pick-up trucks, vehicles, and sport utility vehicles to which has added a cabinet box, a platform, a rack or other equipment for the purpose of carrying goods other than the personal effects of the passenger, are NOT Permitted Vehicles and are prohibited from being parked on any LCE carport parking space, Common Element parking space, Common Element driveway, or on the streets within the Wildewood Springs IIB Community.

(g) Notwithstanding the foregoing parking limitations, service vehicles may be temporarily parked on the Common Element driveway, Common Element open parking spaces, or streets within the Wildewood Springs IIB Community during the time they are actually providing service to a Unit, the Association, or the Condominium. Written approval of the Board of Directors or the Association Management Company shall be obtained before a service vehicle is parked on the Common Element grass, walkways, or sidewalks at Condominium. Approval of the Board of Directors or the Association Management Company shall be obtained before a service vehicle is parked overnight anywhere within the Condominium.

(h) The Board shall have the authority to prohibit any vehicle that would otherwise be permitted under this provision, if the Board determines, in the exercise of its business judgment, that the vehicle constitutes a safety hazard or is unsightly. The opinion of the Board shall be binding upon the parties unless wholly unreasonable. A written opinion rendered by legal counsel that a position adopted by the Board is not unreasonable shall conclusively establish the validity of such position. All family-type non-commercial motor vehicles must be operable and must have a current license tag. No repairs or maintenance of motor vehicles is permitted on Condominium Property. No washing or detailing of motor vehicles is permitted on Condominium Property.

(i) Oil or fluid leaks onto a LCE carport parking space, Common Element driveway, or Common Element open space are the responsibility of the owner of the vehicle. Any damage from oil leaks will be repaired at the expense of the owner of the Unit from which the offending motor vehicle originated.

(j) Subject to the provisions of applicable laws, any vehicle of any nature whatsoever parked in violation of these provisions, or other restrictions set forth in this Declaration, or Rules and Regulations adopted pursuant to the Declaration, may be towed by the Association at the sole expense of the owner of the vehicle if such

vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is reported to Association or management agent representatives. The Association shall not be liable for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is received and recorded, the failure of the owner to receive it for any reason, shall be grounds for relief of any kind.

11.9 **Rules and Regulations:** In addition to the restrictions provided in this Article XI, and in Article VI regarding exterior alterations, and elsewhere in this Declaration, the Board of Directors may promulgate Rules and Regulations governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, and the operation and administration of the Association.

11.10 **Barbecuing and Use of Outdoor Grills:** The use of an outdoor grill within a Unit is prohibited. Outdoor cooking should be done with consideration as to smoke and odors, which may affect neighbors, as well as in compliance with Manatee County Fire Code, which states that no open flame cooking may be done within ten (10) feet of any Unit or structure. Outdoor Grills shall be stored in the ground floor entrance courtyard or in the enclosed LCE rear garden adjacent to the Unit.

ARTICLE XII. ASSOCIATION APPROVAL OF UNIT LEASES, SALES, OR TRANSFERS. In order to maintain Unit values, to promote the ownership of Units by persons financially able to pay Association Assessments and to promote the ownership and tenancy of Units by persons who may be expected to comply with the Condominium use restrictions, the lease, sale, transfer, or occupancy of Units shall be subject to the following provisions.

12.1 **Time Sharing Prohibited.** The sale or transfer of title to a Condominium Unit under Time Sharing, Interval Ownership or similar arrangement is prohibited.

12.2 **Multiple Unit Ownership.** No person shall have an ownership interest, directly or indirectly, in more than two (2) Units in the Condominium. Exceptions to this Article are as follows: (i) Unit ownership which predates the recording of this Second Amended and Restated Declaration of Condominium and (ii) a mortgagee that acquires title to a Unit or Units by foreclosure or deed in lieu of foreclosure may hold title to more than two (2) Units in the Condominium.

12.3 **Leasing.** Only the entire Unit may be leased. No Unit may be leased for a term of less than ninety (90) days. "Rent-sharing" and subleasing is prohibited. The Association's Board of Directors may refuse/prohibit re-leasing to a current or previous tenant who has violated the Condominium Documents, did not show proper respect for the Condominium Property or other occupants, or has engaged in any of the activity enumerated in Article 12.3.15 of this Declaration.

12.3.1 **Lease Occupancy.** No more than two (2) persons per bedroom may occupy a leased Unit at one time.

12.3.2 **Board Right of Approval.** The Board of Directors shall have the authority to approve all tenants, occupants, and leases and renewals or extensions thereof. The Board of Directors shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant and all proposed occupants as the Board of Directors deems appropriate under the circumstances. The Board of Directors may refuse/prohibit leasing to a prospective and/or current tenant, or occupant who has violated the Condominium Documents, or has engaged in any of the activity enumerated in Article 12.3.15 of this Declaration. If the Association disapproves a prospective tenant, occupant, and/or lease for "good cause" as set forth in Article 12.3.15,

the Association shall have no duty to furnish an alternative lessee and/or lease, and the lease shall not be made.

- 12.3.3** Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, a Unit owner shall apply to the Association for approval of such tenant and lease. It shall be the duty of the Association to notify the Unit owner of approval or disapproval of such proposed tenant and lease within thirty (30) days after receipt of a complete application for lease on any prescribed form, completed with all required information, application fee, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond within that timeframe shall be deemed to constitute approval.
- 12.3.4** The Unit owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview, if desired by the Board of Directors, prior to the approval of such lease. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the owner's obligation to furnish the lessee with a copy of all Condominium Documents of the Association.
- 12.3.5** Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium Documents; shall provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Unit owner so the Association may act on behalf of the owner to enforce the lease, evict the lessee pursuant to Chapter 83, Florida Statutes, or take any other action that the Unit owner, as landlord, may take regarding the lessee. The Unit owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions.
- 12.3.6** The Association has a right to require, as a condition to permitting the leasing of a Unit, the depositing with the Association of a security deposit in an amount not to exceed the equivalent of one (1) month's rent, which may be placed by the Association in an account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses associated with the wrongful acts of the lessee or his invitees, including but not limited to damage to the Common Elements and the Association property.
- 12.3.7** **Tenant Conduct, Remedies.** If a tenant or occupant refuses or fails to abide by the Condominium Documents, the Unit owners(s) shall be responsible for the conduct of the tenant or occupant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Unit owner shall have the duty to bring his or her tenant and/or occupants conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit owner fails or refuses to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as the irrevocable agent of the Unit owner to undertake whatever action is necessary to abate the tenants' noncompliance, including without

limitation the right to institute an action for eviction pursuant to Chapter 83, Florida Statutes, against the tenant in the name of the Association, or as agent of the Unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit owner which shall be secured by a continuing lien on the Unit in the same manner as Assessments for Common Expenses.

- 12.3.8 Use of Common Elements during Tenancy.** When a Unit is occupied by a tenant or guest, in the absence of an owner of the Unit, the owner(s) of the Unit may not use the Common Elements, but during that time the Common Elements may only be used by the occupants of the Unit, and Guests in the presence of an occupant of the Unit. When a Unit is unoccupied, an owner of the Unit may use the Common Elements but may only permit another person to enter the Condominium Property only when accompanied by the Unit owner. Nothing in this Paragraph shall interfere with the access rights of the Unit owner as a landlord pursuant to Chapter 83, Florida Statutes
- 12.3.9 Assignment of Rent.** In order to ensure a timely and complete payment of all Assessments, all Unit owners leasing their Units irrevocably assign to the Association the right to collect rent payments from any tenant as further provided herein, until all monies owed the Association are paid in full. To the extent the Board of Director's requests a Unit owner to do so the Unit owner shall execute a separate assignment of rents agreement as a condition precedent to leasing his or her Unit.
- 12.3.10 Application of Rents.** All rents collected by the Association from a tenant or Unit owner from this assignment shall be applied first to past due interest, late fees and costs, attorney's fees, and then to the delinquent Assessment until all funds owed the Association are paid in full. Any funds that may be collected by the Association in excess of a Unit owner's obligation shall be remitted to the Unit owner by the Association within a reasonable amount of time.
- 12.3.11 Association as Agent.** Each Unit owner assigns to the Association the right to take legal action against any tenant for the non-payment of rents to the Association pursuant to the assignment of rent authority provided herein, including the right to terminate the lease and evict the tenant and all occupants. The Association shall enjoy all rights and privileges enjoyed by the Unit owner under applicable landlord/tenant law but shall not be considered a landlord under Chapter 83, Florida Statutes, and specifically shall have no obligations under Section 83.51, Florida Statutes
- 12.3.12 Transfer Fees.** The Association may require the payment of a preset transfer fee simultaneously with the giving of notice of intention to lease, said transfer fee to be set by the Board of Directors from time to time and shall be in conformance with applicable law. However, no transfer fee shall be required if the tenant is a returning tenant that left on satisfactory terms or if the lease is a renewal of a previous lease with the same tenant or tenants.
- 12.3.13 Background Check.** The Association may conduct a background check on prospective tenants and all proposed occupants.
- 12.3.14 Unauthorized Transactions.** Any lease not authorized pursuant to the terms of this Declaration shall be void and the Association may institute suit to evict the tenant and/or

commence an action to set aside such transaction in either event the Unit owner violating this Article shall be liable for all court costs and reasonable attorney's fees incurred by the Association, both at trial and appellate levels.

12.3.15 Disapproval of Tenant or Lease. Disapproval by Board of Directors. The Board of Directors may disapprove a tenant, occupant, and/or lease of a Unit for any of the following reasons which shall constitute "good cause" for disapproval:

12.3.15.1 The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the Condominium Documents.

12.3.15.2 Any person seeking approval (which shall include all proposed occupants) has been convicted of misdemeanor or a felony involving physical violence towards a child and/or adult, or convicted of a misdemeanor or felony of a sexual nature involving a child or adult, murder, or who is registered in a sex-offender registry in Florida or any other state in the United States of America, or who has been convicted of the illegal manufacture or distribution of a controlled substance.

12.3.15.3 The person seeking approval was untruthful on the Lease application.

12.3.15.4 The Unit owner allows a prospective tenant or occupant to take possession of the Unit prior to approval by the Association as provided for herein.

12.3.15.5 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in this Condominium as a tenant, Unit owner, Guest, or occupant of a Unit.

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

12.3.15.7 All Assessments, fines and other charges against the Unit or the Unit owner have not been paid in full; provided however, the Association may grant approval subject to payment in full as a condition of the approval.

12.3.16 If the Association disapproves a prospective tenant or occupant or lease for "good cause" as set forth above, the Association shall have no duty to furnish an alternative tenant or lease, and the transaction shall not be made.

12.4 Approval of Sale or Transfer of a Unit. The approval of the Association that is required for the sale, transfer of ownership, or occupancy of a Unit shall be obtained in the following manner:

12.4.1 Sale or Other Transfer. No Unit owner may dispose of the Unit or any interest in same by sale or other title transfer, without prior written approval of the Board of Directors. No Unit owner may dispose of a Unit or any interest therein by other means (including agreement

for deed, instalment sales contract, lease-option or other similar transactions) without prior written approval by the Board of Directors.

- 12.4.2 **Gift.** If any Unit owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. Notice must be given at least thirty (30) days prior to the intended closing or title transfer date. Any gift recipient including a spouse or child that has engaged in any of the activity enumerated in Article 12.6 of this Declaration can be denied approval.
- 12.4.3 **Devise or Inheritance.** If any Unit owner acquires his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Board of Directors. His right to occupy or use the Unit shall also be subject to the approval of the Board of Directors. Any Unit owner including a spouse or child that acquires his/her title by devise or inheritance that has engaged in any of the activity enumerated in Article 12.6 of this Declaration can be denied approval.
- 12.4.4 **Transfers to Trusts.** Any person who is the recipient of use or occupancy rights arising from a trust agreement, or a transfer to a trust that has engaged in any of the activity enumerated in Article 12.6 of this Declaration can be denied approval.
- 12.4.5 **Other Transfers.** If any Unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership or use of such Unit shall be subject to the approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors. Any Unit owner that has acquired his title by any manner not considered in the foregoing subsections that has engaged in any of the activity enumerated in Article 12.6 of this Declaration can be denied approval.

12.5 Approval by Association.

- 12.5.1 Any prospective Unit owner, transferee, or occupant of a Unit shall make himself or herself available for a personal interview, if desired, by the Board, prior to approval of such sale, transfer, or occupancy. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. Within thirty (30) days after receipt of such fully completed notice and information, application fee, and the holding of a personal interview, whichever date occurs last, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, in recordable form.
- 12.5.2 **Notice to Board of Directors and to Other Unit Owners**
- 12.5.2.1 **Sale** A Unit owner intending to make a bona fide sale of his or her Unit or any interest in it shall give to the Board of Directors and to any other owner of such Unit written notice of such intention, together with the name and address of the intended purchaser, an executed copy of the un-redacted purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the Board may reasonably require. The Board may require,

without limitation, a criminal background investigation, past residency and/or employment verification, and personal references of the purchaser(s) and all proposed Unit occupants.

12.5.2.2 Gift, Devise or Inheritance; Other Transfers. A Unit owner who has or it is contemplated will obtain his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Board of Directors notice of the intent to acquire and/or has acquired his or her title, together with such information concerning the Unit owner as the Board of Directors may reasonably require as provided herein, and a certified copy of the instrument evidencing the owner's title. The Board may require, without limitation, a criminal background investigation, past residency and/or employment verification, and personal references of any transferee, devisee, trust beneficiary, purchaser(s) and all proposed Unit occupants.

12.5.2.3 Failure to Give Notice. If the above required notice to the Board of Directors and to any other owner of such Unit is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Board of Directors at its election and without notice may approve or disapprove the transaction or ownership. If the Board of Directors disapproves the transaction or ownership, the Board of Directors shall proceed as if it had received the required notice on the date of such disapproval.

12.5.3 Certificate of Approval.

12.5.3.1 Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, including a personal interview if requested by the Board, and criminal background check, the Board must either approve or disapprove the proposed transaction.

12.5.3.2 Gift, Devise or Inheritance; Other Transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Board, including a personal interview if requested by the Board, and criminal background check, must either approve or disapprove the continuance of the Unit owner's ownership of his Unit.

12.5.3.3 Approval of Occupant. If a Unit owner or purchaser is a corporation, partnership, trust, limited liability company, or some other entity, the approval of ownership by the corporation, partnership, trust, or other entity shall be conditioned upon approval of a Primary Occupant, a personal interview with the Board and a criminal background check of the Primary Occupant. A Primary Occupant and any other proposed occupant that has engaged in any of the activity enumerated in Article 12.6 of this Declaration can be denied approval.

12.6 Disapproval by Board of Directors. The Board of Directors may disapprove any sale, transfer of ownership of a Unit, or occupancy of a Unit, for the following reasons which shall constitute "good cause" for disapproval.

12.6.1 Any person seeking approval (which shall include all proposed owners and occupants) has been convicted of misdemeanor or a felony involving physical violence towards a child and/or adult, murder, or convicted of a misdemeanor or felony of a sexual nature involving a child or adult, or who is registered in a sex-offender registry in Florida or any other state in the United States of America, or who has been convicted of the illegal manufacture or distribution of a controlled substance.

12.7 If the Association disapproves a prospective sale, transfer, lease, or occupancy for 'good cause' as set forth above, the Association shall have no duty to purchase the Unit or furnish an alternative purchaser, and the transaction shall not be made.

12.8 **Transfer Fee.** The Association may charge a processing fee for the approval of transfers of title or leases (to cover the costs of processing the application, the costs of criminal background check, credit check, etc.). The fee may not exceed the maximum permitted by law per transaction (currently \$100). The Association or its authorized agent may also charge a reasonable fee for the preparation of a certificate, commonly known as an estoppel certificate, stating all Assessments and other monies owed to the Association by the Unit owner with respect to the Condominium Parcel. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract.

12.9 **Unauthorized Transactions.** Any sale, transfer, lease, or occupancy not authorized pursuant to the terms of this Declaration shall be void and the Association may institute suit to set aside such transaction in either event the previous and current Unit owner(s) violating this Article shall be liable for all court costs and reasonable attorney's fees incurred by the Association, both at trial and appellate levels.

ARTICLE XII PURCHASE OF UNITS BY ASSOCIATION. The Association shall have the power to purchase Units, subject to the following provisions:

13.1 **Decision:** The decision of the Association to purchase a Unit shall be made by its Board of Directors, without approval of its membership except as elsewhere provided in this Article.

13.2 **Limitations.** If at any one time the Association shall be the owner or agreed purchaser of two (2) or more Units, it shall not purchase any additional Units without the prior written approval of a majority of the members eligible to vote thereon. A member whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon. (As such, if the proposal is to purchase one Unit, a majority of 67 members is required for approval, which is 35). Provided, however, that the foregoing limitation shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent Assessments, where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefore does not exceed the cancellation of such lien.

ARTICLE XIV: COMPLIANCE AND DEFAULT. Each Unit owner shall be governed by and shall comply with the terms of the Declaration, Articles of Incorporation, Bylaws and Rules, and said documents and regulations as they may be amended from time to time. Failure of the Unit owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to other remedies provided in this Declaration and the Florida Condominium Act.

14.1 **Enforcement:** The Association, its manager or other authorized persons are hereby empowered to enforce this Declaration and the Bylaws and Rules of the Association by such means as are provided by the laws of the State of Florida including the imposition of fines in such amounts and by such procedures as provided by law and by the Rules and Regulations.

14.2 Negligence: A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of that owner or by that of any member of the owner's family, lessees or by the guests, invitees, employees or agents of the owner or of the owner's family or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire and casualty insurance rate occasioned by the use, misuse, occupancy or abandonment of a Unit or of the Common Elements or of the Limited Common Elements.

14.3 Costs and Attorney Fees: In any proceeding arising because of an alleged failure of a Unit owner to comply with the terms of the Declaration, Bylaws or Rules, as they may be amended from time to time, the prevailing party shall be entitled to recover reasonable costs and attorney fees, as may be awarded.

14.4 No Waiver of Rights: The failure of the Association or of any Unit owner to enforce any covenant, restriction or other provisions of the Florida Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or the Rules shall not constitute a waiver of the right to do thereafter.

ARTICLE XV. AMENDMENTS.

15.1 Amendments: Amendments to this Declaration shall be proposed and adopted in the following manner

(a) The text of the proposed statement shall be included in or with the notice of any meeting at which a proposed amendment is considered.

(b) An amendment may be proposed either by the Board of Directors or by members who call a special meeting of the Association in the manner provided in the Bylaws.

(c) Except as elsewhere provided, approval of a proposed amendment must be by not less than a majority vote of the Board of Directors and by not less than sixty-five percent (65%) of those members of the Association present in person and by limited proxy and voting at a duly called meeting of the Association OR by not less than sixty-five (65%) of the entire membership of the Association (i.e. 45) without the Board Approval.

15.2 Alternative: In the alternative, an amendment may be made by an agreement signed and acknowledged by the record owners of not less than eighty percent (80%) of the Units (i.e. 65) in the manner required for the execution of a deed.

15.3 Limitation on Amendments: No amendment shall discriminate against any Unit owner nor against any Unit or class or group of Unit owners of Units, unless the Unit owners so affected and such of their mortgagees which are institutional mortgagees, shall unanimously consent; and no amendment shall alter any Unit; nor eliminate a Unit owner's assigned parking space; nor reduce the share of the Common Elements, and other of its appurtenances; nor increase the owner's share of the common expenses; unless the owner of the Units concerned and such of their mortgagees which are institutional mortgagees shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in the article entitled "Insurance" and the Article entitled "Reconstruction or Repair after Casualty" unless all the record owners of all mortgages upon Units in the Condominium shall join in the execution of the Amendment.

15.4 Execution and Recording: A copy of each amendment shall be attached to or included in a Certificate certifying that the amendment was duly adopted and the manner of being adopted, which Certificate shall be executed by the appropriate officers of the Association with the formalities of a deed. The amendment shall be

effective when such certificate and a copy of the amendment are recorded in the Public Records of Manatee County, Florida.

ARTICLE XVI. TERMINATION. The Condominium may be terminated in the following manner:

16.1 **By Law.** The Condominium may be terminated as provided in the Condominium Act.

16.2 **Agreement:** The Condominium may be terminated at any time by approval, in writing, of all of the owners of the Condominium and by all record owners of the mortgages upon Units therein.

16.3 **Total Destruction of the Buildings:** If all of the Condominium buildings as a result of a common casualty be damaged within the meaning of Article X.1(b) hereof, and it not be decided, as therein provided, that such buildings shall be reconstructed or repaired, the Condominium form of ownership will thereby terminate without agreement and the following shall be effective:

(a) The owners of the Units shall thereupon be the owners, as tenants in common, of all the Condominium property and the assets of the Association.

(b) The shares of such tenants in common shall be as set forth in Article VI, which is the same as the Unit owner's share in the Common Property and Common Surplus.

16.4 **General Provisions:** Upon termination of the Condominium, the mortgagee or the lienor of a Unit owner, who shall thereby become a tenant in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenancy in common in and to the lands and other properties and rights which the Unit owner may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its officers certifying as to the facts effecting the termination, which certificates shall become effective upon being recorded in the Public Records of Manatee County, Florida.

16.5 **Amendment:** This section containing termination shall not be amended without consent of all Unit owners and all record owners of mortgages upon Units in the Condominium.

ARTICLE XVII. ADDITIONAL RIGHTS OF INSTITUTIONAL MORTGAGEE. In addition to any rights provided elsewhere in this Declaration, any institutional mortgagee, upon a request in writing to the Association, shall have the following rights:

17.1 **Annual Financial Statements:** The mortgagee may be furnished with at least one copy of any annual financial statement, audit, review or compilation which may be prepared by or for the Association regarding the Association's annual receipts and expenditures.

17.2 **Insurance Endorsements:** The mortgagee may be given an endorsement of the policies covering the Common Elements and Limited Common Elements requiring that such institutional mortgagee be given any notice of cancellation provided for in such policy.

17.3 **Examination of Books and Records:** Upon reasonable notice, the mortgagee may examine the books and records of the Association during normal business hours.

ARTICLE XVII. WILDEWOOD SPRINGS II COMMUNITY.

18.1 Cooperation With Other Condominiums: Wildwood Springs IIB is one of four condominiums, each with its own condominium association, comprising the larger Wildwood Springs I community. The others are Wildwood Springs II, Wildwood Springs I A and Wildwood Springs I C. Each such Condominium shall be independent and separate but each shall be an integral part of the larger community. As part of this larger community, each such Condominium may subordinate common rights in the use of recreational facilities or other amenities, the administrative, management, regulation, operation or maintenance functions and needs, the common access and other easements. This anticipated subordination, desirable for economy and efficiency, and especially for the maintenance of Unity and compatibility of the community, shall be created only on a reciprocal basis and may be by reservation or grant in the declarations of condominium or by agreement between or among the respective associations. The Association shall have specific authority and power to enter into agreements or arrangements with one or more of the other condominium associations in relation to the cooperative purchasing and contracting for goods and services or other plans or arrangements for the benefit and convenience or need of the Unit owners, including delegation of powers and duties to the extent allowed by the Florida Condominium Act.

18.2 Use and Operation of Tennis Courts: The tennis courts and their associated facilities which are part of the Common Elements of the condominium shall be used jointly by the Units owners of this Condominium and the Unit owners of the other three condominiums, Wildwood Springs II, Wildwood Springs I A and Wildwood Springs I C, in accordance with existing nonexclusive easements for such use and for ingress and egress. The use rights of the Unit owners of the other condominiums shall be subject to the reasonable rules and regulations governing the use of the tennis courts adopted by the Association of Wildwood Springs IIB to the same extent, but only to the same extent, that said rules and regulations apply to the Unit owners of Wildwood Springs IIB.

Furthermore, the use rights of the owners of Units in the other condominiums shall be conditioned upon such Condominium, through its Association, contributing to the cost of maintenance, repair and replacement of the tennis courts and associated facilities. The Association shall determine annually the cost of such maintenance, repair and replacement of such commonly used recreational facilities and certify such cost to the associations operating the other condominiums shall thereupon be responsible for collecting as a common expense of such condominiums and remitting to the Association a pro rata share of such certified cost, such share being determined by a fraction, the numerator of which is the number of Units in each such other condominium, and the denominator of which is the total number of Units in all four condominiums. In addition to the routine costs of maintenance of such commonly used facilities, the owners in the other condominiums having use rights in such recreational facilities shall be obligated to contribute in the same manner, through their Association, to the cost of any special Assessments relating to such recreational facilities.

The tennis courts may only be used for playing tennis and pickle ball.

18.3 Use and Operation of Pool The Unit owners of Wildwood Springs II, IIA, IIB AND IIC Condominiums shall have the right to use of the swimming pool in Wildwood Springs II and in Wildwood Springs IIB and their associated recreational facilities. Such rights shall include appropriate and reasonable easements for ingress and egress across the Condominium properties. The use rights of the Unit owners shall be subject to the reasonable and uniform rules and regulations governing the use of each pool and associated facilities adopted by the Association for the Condominium in which that pool is located.

Furthermore, the use rights of the Unit owners shall be conditioned upon such Unit owners, through their Associations, contributing to the cost of maintenance, repair and replacement of the swimming pool and associated equipment, machinery and surrounding patio area. The Association for the Condominium in which those facilities are located shall determine annually the cost of such maintenance, repair and replacement of such commonly used

recreational facilities and certify such cost to the Associations operating such other Condominiums. The Associations operating such other Condominiums shall thereupon be responsible for collecting as a common expense of such Condominiums and remitting to that Association certifying the cost a pro rata share of such cost, such share being determined by a fraction, the numerator of which is the number of Units in the Condominium operated by the remitting Association, and the denominator of which is the total number of Units in all four of the Condominiums. In addition to the routine costs of maintenance of such commonly used facilities, the Unit owners having use rights in such recreational facilities shall be obligated to contribute in the same manner, through their Associations, to the cost of any special Assessments relating to such recreational facilities.

ARTICLE XIX. COVENANTS. The rights and obligations established by this Declaration and its exhibits shall be deemed to be covenants running with the land so long as the property herein described remains subject to the provisions of the Florida Condominium Act and shall endure to the benefit of and be binding upon each and all of the Unit owners, their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording or acceptance of a deed conveying a Unit or any interest therein, or any ownership interest in the property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to have accepted and agreed to be bound by, and subject to all of the provisions of the Florida Condominium Act, this Declaration, the Articles of Incorporation and the Bylaws and the Rules thereunder.

ARTICLE XX. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase or word or other provision of this Declaration, the Articles, Bylaws, the Rules of the Association, and any exhibits attached hereto, shall not affect the remaining portion thereof.

ARTICLE XXI. 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.

732879

WILDEWOOD SPRINGS IIB

A CONDOMINIUM

CONDOMINIUM BOOK 19 PAGE 12

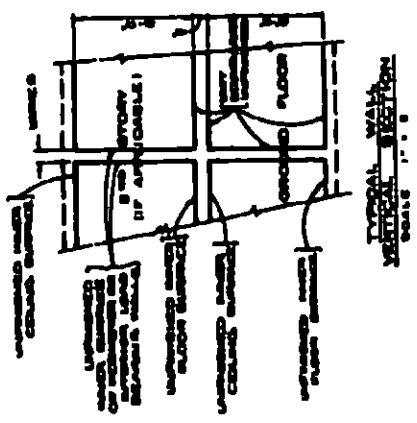
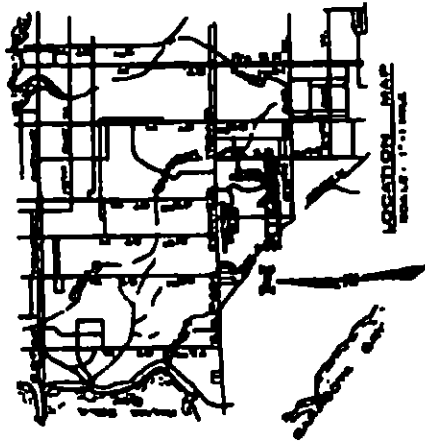
UNIT BOUNDARIES

Each unit shall consist of that part of the structure that is within the boundaries of the unit, walls, and ceiling.

(1) The volume or volumes of space enclosed by the exterior walls, ceiling and floor shall constitute the boundaries of the unit, and shall include any enclosed balcony, porch, terrace, walkway, and other structure attached to the unit, and shall include any structure or structure attached to the unit, and shall include any structure or structure attached to the unit, and shall include any structure or structure attached to the unit.

(2) All other walls and structures within the space enclosed by the exterior walls, ceiling and floor shall constitute the boundaries of the unit, and shall include any enclosed balcony, porch, terrace, walkway, and other structure attached to the unit, and shall include any structure or structure attached to the unit, and shall include any structure or structure attached to the unit.

IN
 SEC. 9, TWP. 36 S., RGE. 17 E.
 MANATEE COUNTY, FLORIDA
 EXHIBIT "A"



LEGAL DESCRIPTION

CONCEPT OF THE BOUNDARY OF THE UNIT IS THE BOUNDARY OF THE UNIT, WALLS, CEILING, FLOOR, TERRACE, PORCH, WALKWAY, AND OTHER STRUCTURE ATTACHED TO THE UNIT, AND SHALL INCLUDE ANY ENCLOSED BALCONY, PORCH, TERRACE, WALKWAY, AND OTHER STRUCTURE ATTACHED TO THE UNIT, AND SHALL INCLUDE ANY STRUCTURE OR STRUCTURE ATTACHED TO THE UNIT, AND SHALL INCLUDE ANY STRUCTURE OR STRUCTURE ATTACHED TO THE UNIT.

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THE BOUNDARY OF THE UNIT IS THE BOUNDARY OF THE UNIT, WALLS, CEILING, FLOOR, TERRACE, PORCH, WALKWAY, AND OTHER STRUCTURE ATTACHED TO THE UNIT, AND SHALL INCLUDE ANY ENCLOSED BALCONY, PORCH, TERRACE, WALKWAY, AND OTHER STRUCTURE ATTACHED TO THE UNIT, AND SHALL INCLUDE ANY STRUCTURE OR STRUCTURE ATTACHED TO THE UNIT, AND SHALL INCLUDE ANY STRUCTURE OR STRUCTURE ATTACHED TO THE UNIT.

NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.

COLLETTI MALJAN ENGINEERING, INC.
 ENGINEERS, ARCHITECTS AND LANDSCAPE ARCHITECTS
 11111 W. GULF BLVD., SUITE 100
 TAMPA, FLORIDA 33613

STATEMENT

I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as shown to me by the person who produced the same.

Subscribed and sworn to before me this 23rd day of May, 2019.

Notary Public in and for the State of Florida

CONDOMINIUM BOOK 12 PAGE 15
 SHEET 9 OF 9

WILDEWOOD SPRINGS II
 A CONDOMINIUM

SEC 9, TWP 28S, R02E, 17E
 MANATEE COUNTY, FLORIDA

PROPOSED
 LAKE

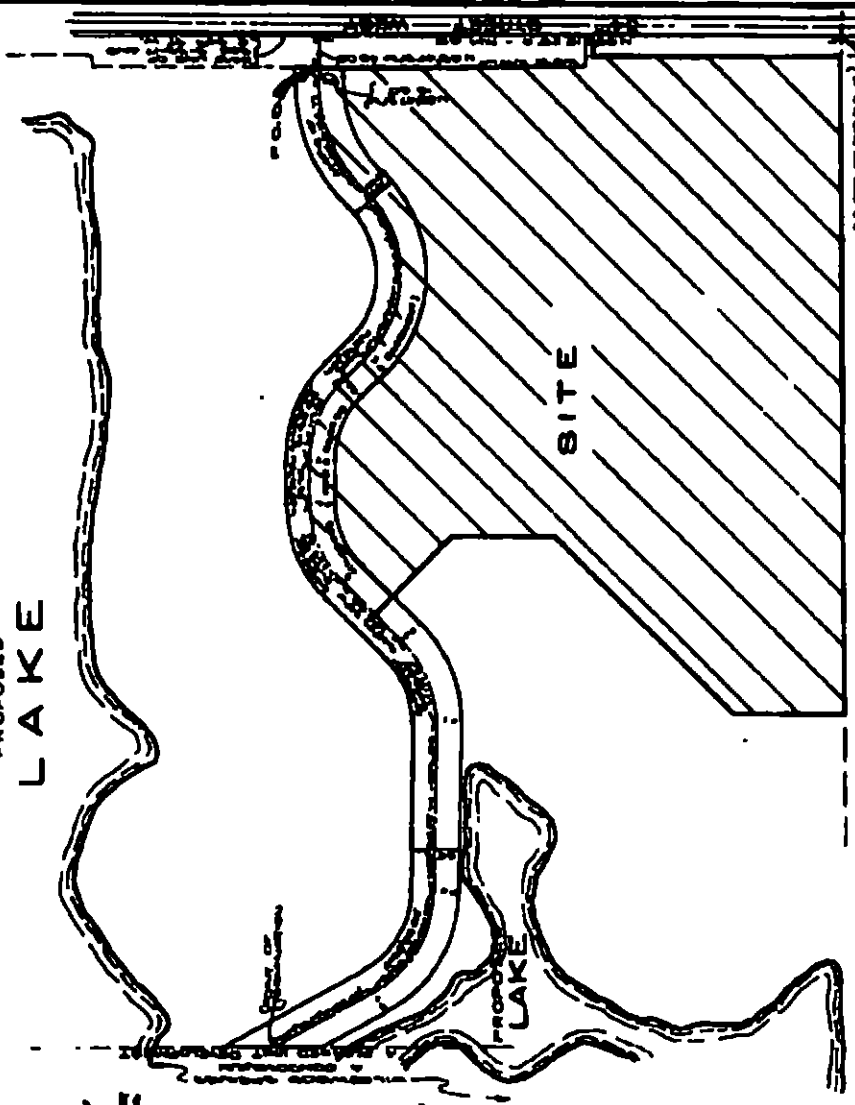
SITE

LEGAL DESCRIPTION
CENTERLINE OF EASEMENT

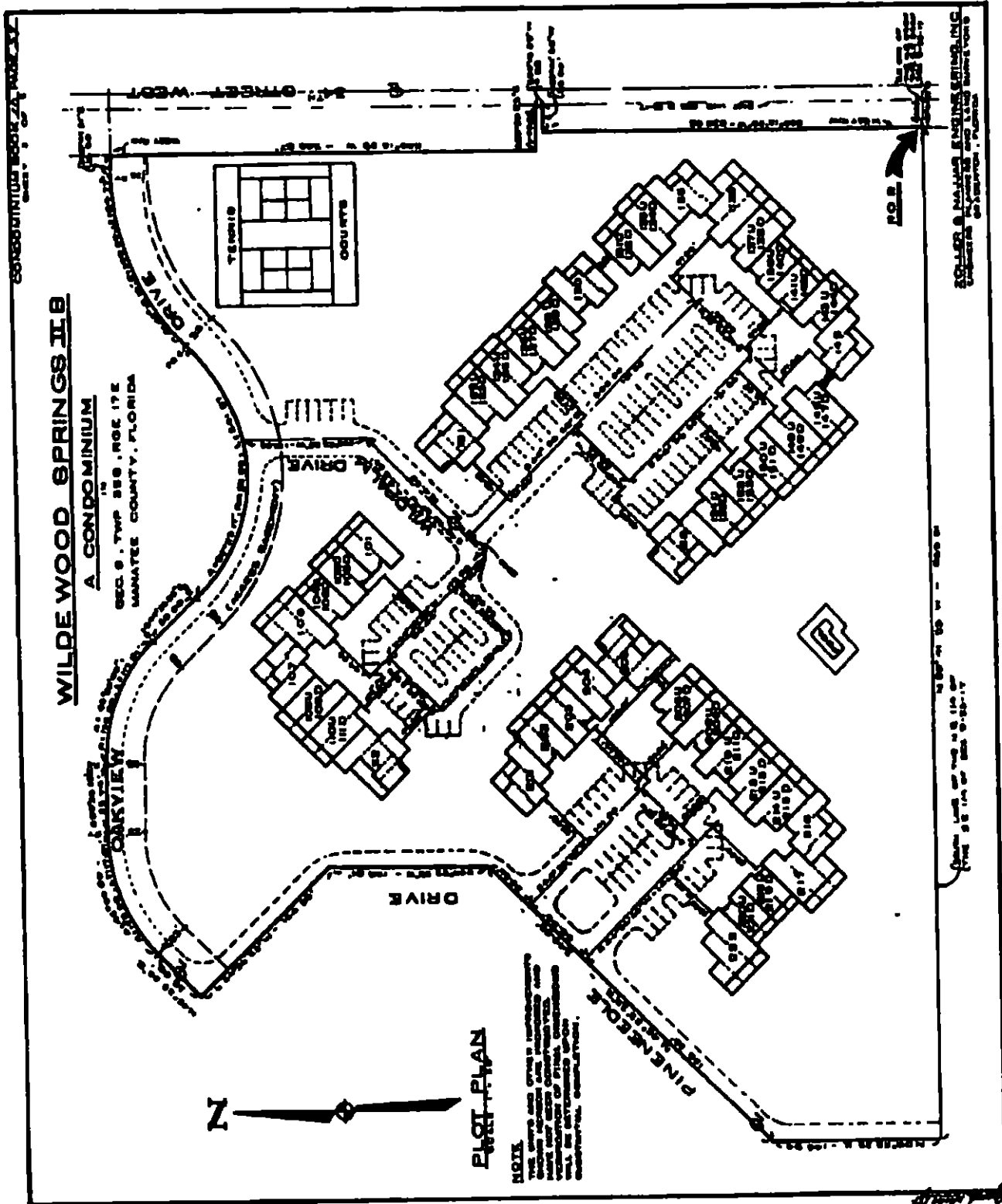
The centerline of the easement is shown as a solid line on the plan. The easement is for the purpose of providing access to the proposed lake and is to be used in accordance with the provisions of the declaration of condominium. The easement is to be used for the purpose of providing access to the proposed lake and is to be used in accordance with the provisions of the declaration of condominium. The easement is to be used for the purpose of providing access to the proposed lake and is to be used in accordance with the provisions of the declaration of condominium.



PLOT PLAN
 5/23/19



ZOLLER & MALLARD ENGINEERING, INC.
 1100 1st St. N. Suite 100
 Manatee County, Florida



CONDOMINIUM BOOK 12 PAGE 57
 SHEET 6 OF 8

WILDEWOOD SPRINGS II B
 A CONDOMINIUM

SEC 9, TWP 28 S, RGE 17 E,
 MANATEE COUNTY, FLORIDA
 EXHIBIT "A"

NOTES:

1. G INDICATES THE CENTERLINE OF AN "G" WALL.
2. DIMENSIONS SHOWING A TYPICAL LOAD BEARING AREA, COULD REPRESENTS NO WALL. CHANGED REPRESENTS NO WALL WITH LOAD BEARING THERE.
3. THE DIMENSIONS OF THESE UNITS WOULD VARY WHEN THE UNIT HAS A REVERSED PROJECTED FLOOR PLAN.

132073

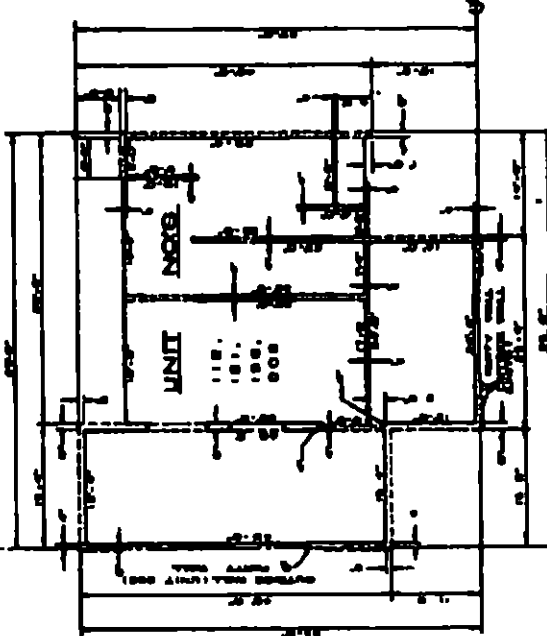
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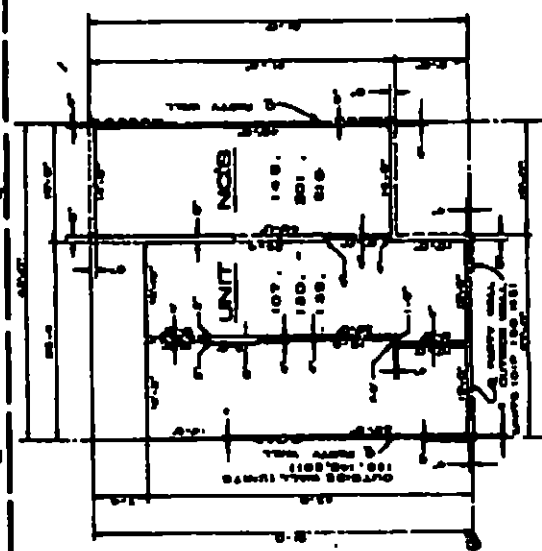
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FLOOR PLANS
GRAPHIC DESCRIPTION
 SCALE: 1" = 8'

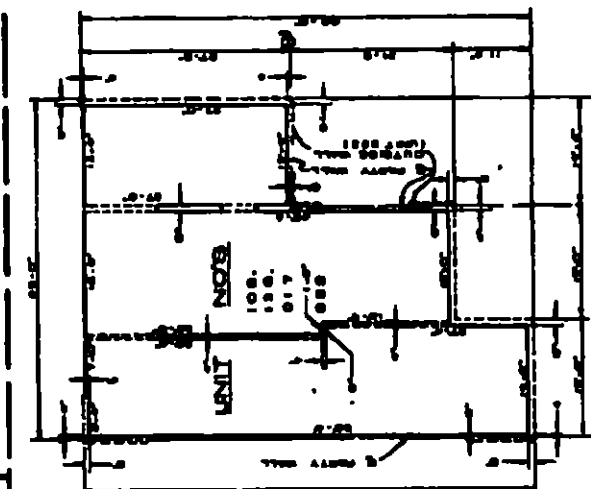
ZOLESER, MANATEE ENGINEERING, INC.
 2000 1ST AVENUE, SUITE 100
 MANATEE, FLORIDA 34460



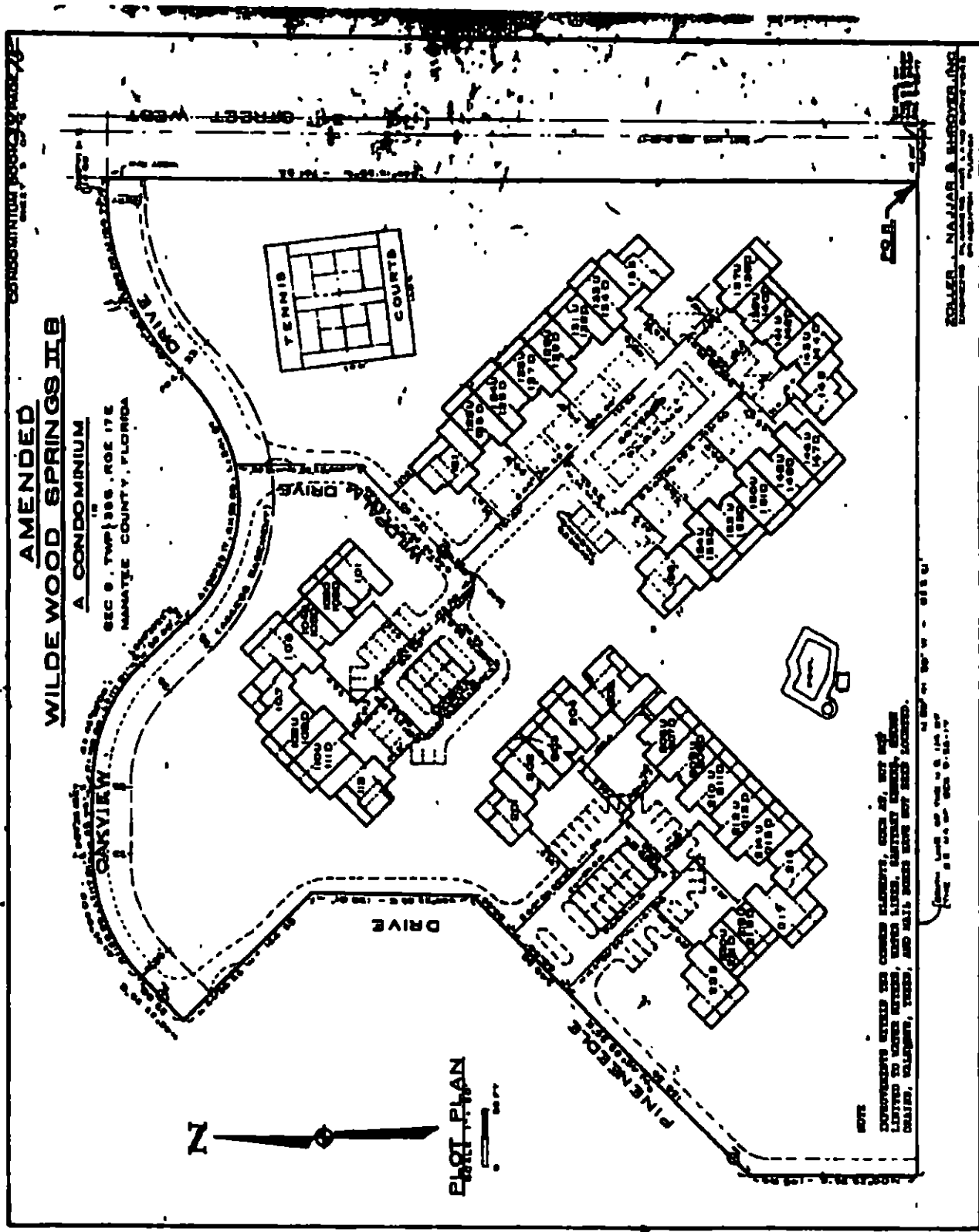
MODEL 2300



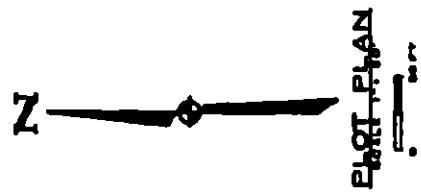
MODEL 1800



MODEL 2080



AMENDED
WILDE WOOD SPRINGS II B
A CONDOMINIUM
SEC 9, TWP 38S, RGE 17E
MANATEE COUNTY, FLORIDA



NOTE:
CONDOMINIUM UNITS ARE COMMON ELEMENTS, SUCH AS, BUT NOT LIMITED TO, WATER SERVICE, SEWER LINES, SANITARY SERVICE, GROUND DRAINAGE, COLLECTORS, TRUNKS, AND SPLIT SERVICE SHALL BE THE RESPONSIBILITY OF THE UNIT OWNER.

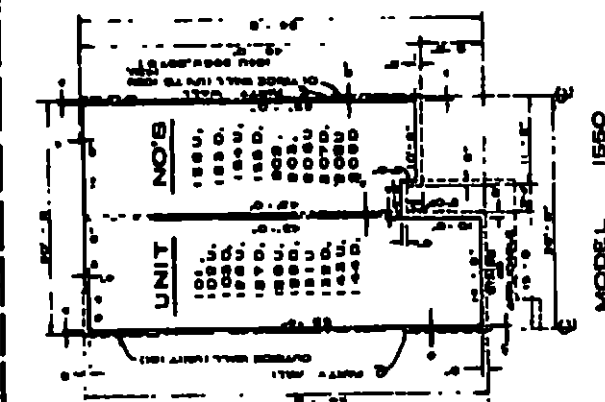
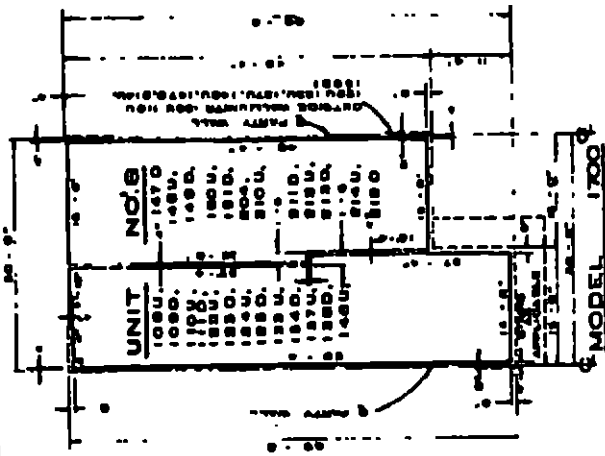
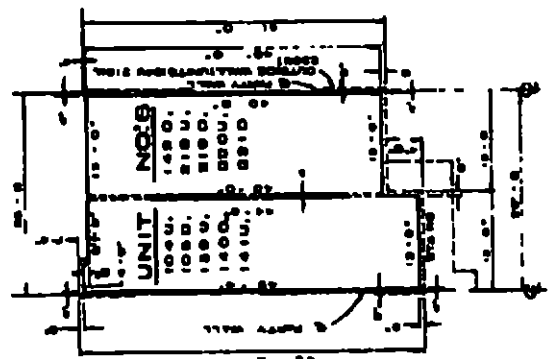
SOLLER, NAJJAR & SHROVER, INC.
REGISTERED PROFESSIONAL ENGINEERS
FLORIDA REG. NO. 12457
DATE: 5/23/2019

CONDOMINIUM BOOK 27 PAGE 16

**AMENDED
 WILDEWOOD SPRINGS II B
 A CONDOMINIUM**

SEC 9, TWP 28 S, R05 17 E
 MANATEE COUNTY, FLORIDA
 EXHIBIT "A"

BUILDING ELEVATIONS	
UNIT NUMBERS	UNFINISHED FLOOR CEILING
101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000	33 00 33 00 33 00 34 00 34 00 34 00 35 00 35 00



- NOTES:**
1. S INDICATES THE CENTERLINE OF AN 8" WALL.
 2. DRAWING SHOWS A TYPICAL LOAD BEARING WALL. REPRESENTS NO WALL WITH LOAD BEARING ABOVE THE SAME CONDITIONS OF THESE UNITS HELD, WHICH THE UNIT HAS A REVERSED PROTECTED FLOOR PLAN.

**FLOOR PLANS
 GRAPHIC DESCRIPTION**

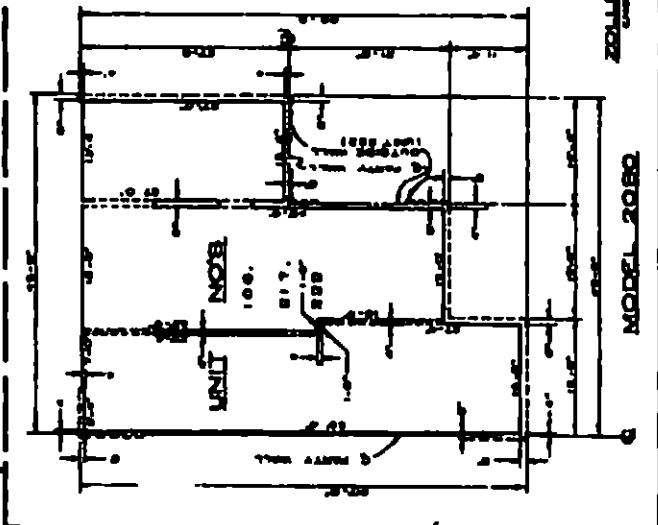
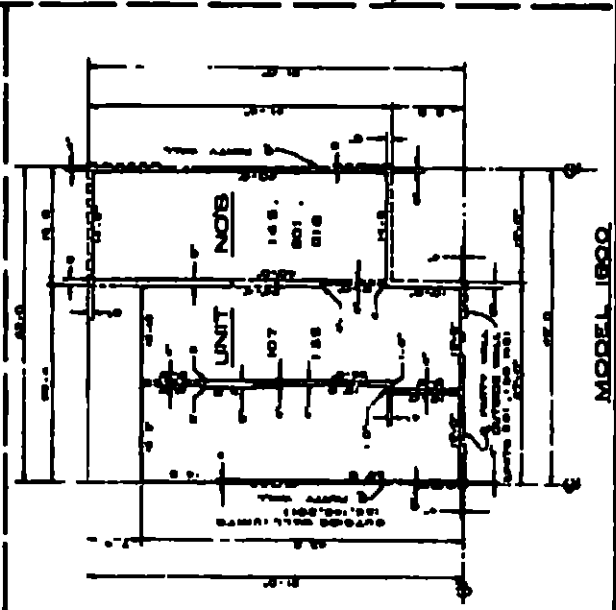
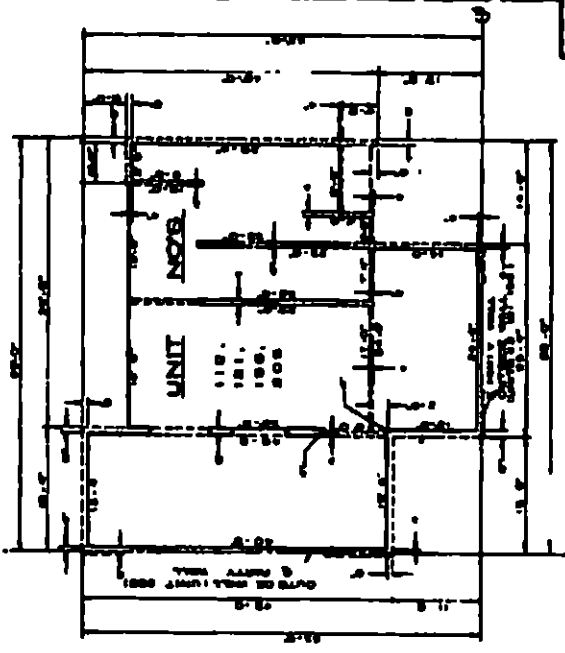
COLLIER, HANNAH A. REGISTERED LICENSED PROFESSIONAL ARCHITECT

CONDOMINIUM BOOK PAGE 42
 AMENDED
WILDEWOOD SPRINGS II
 A CONDOMINIUM

SEC. 8, TWP. 28 S., R. 17 E.
 MANATEE COUNTY, FLORIDA
 EX-08BIT "A"

NOTES

1. C INDICATES THE CENTERLINE OF AN "H" WALL.
2. DIMENSIONS SHOW A TYPICAL LOAD BEARING AREA. SOLID REPRESENTS WALL. DASHED REPRESENTS NO WALL WITH LOAD BEARING ABOVE.
3. THE SAME DIMENSIONS OF THESE UNITS HOLD, WHEN THE UNIT HAS A REVERSED PROJECTED FLOOR PLAN.



**FLOOR PLANS
 GRAPHIC DESCRIPTION**

ZOLLER, MANNING & ASSOCIATES, INC.
 ARCHITECTS
 TAMPA, FLORIDA

SECOND AMENDED AND RESTATED

**ARTICLES OF INCORPORATION
OF
WILDEWOOD SPRINGS I-B CONDOMINIUM ASSOCIATION, INC.**

A Corporation Not for Profit

*[Substantial rewording of Articles of Incorporation.
See existing Articles of Incorporation for present text.]*

The Members of WILDEWOOD SPRINGS I-B CONDOMINIUM ASSOCIATION, INC. (the "Association") adopt these Second Amended and Restated Articles of Incorporation. These Second Amended and Restated Articles of Incorporation replace and supersede the original Articles of Incorporation and all previous amendments thereto. The original DECLARATION OF CONDOMINIUM WILDEWOOD SPRINGS IIB CONDOMINIUM was recorded at Official Records Book 854, Page 1788 et seq. in the Public Records of Manatee County, Florida ("Original Declaration").

The terms used in these Articles of Incorporation shall have the meanings as stated in the Declaration of Condominium, and the Florida Condominium Act, unless the context otherwise requires.

**ARTICLE I.
NAME OF ASSOCIATION**

The name of the corporation shall be "WILDEWOOD SPRINGS I-B CONDOMINIUM ASSOCIATION, INC." For convenience the corporation shall herein be referred to as the "Association."

**ARTICLE II.
PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS**

The principal place of business and mailing address of this Corporation shall be 4134 Gulf of Mexico Drive, Suite 203, Longboat Key, Florida 34228. The Association's Board of Directors (the "Board" or "Board of Directors") may change the location of the principal office and mailing address from time to time in the manner provided by law.

**ARTICLE III.
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (the "Condominium Act") and Chapter 617, Florida Statutes (the "Florida Not For Profit Corporation Act") for the operation and administration of WILDEWOOD SPRINGS IIB CONDOMINIUM, and all the real property contained therein (the "Condominium Property") located in Manatee County, Florida.

**ARTICLE IV.
POWERS**

4.1 **Common Law and Statutory Powers:** The Association shall have all of the common law and statutory powers of a corporation not for profit (Chapter 617, Florida Statutes), and the powers and duties of an association as set forth in the Declaration and Bylaws, if not inconsistent with Chapter 718, Florida Statutes "Condominium Act", all as subsequently amended from time to time

4.2 Specific Powers: The Association shall have all of the powers and duties set forth in the Condominium Act of the State of Florida (Chapter 718, Florida Statutes), and Chapter 617, Florida Statutes, including all the powers and duties reasonably necessary to maintain, manage, and operate the Condominium pursuant to such Declaration, as it may be amended from time to time, including but not limited to the following:

- a. To make, amend, and collect regular and special Assessments against Members as Unit owners to defray the cost, common expenses, and losses of the Association and to make charges against Members as Unit owners for unpaid fines or for maintenance or repair which is the responsibility of the Unit owner.
- b. To use the proceeds of Assessments in the exercise of its powers and duties.
- c. To maintain, repair, alter, replace, improve, administer, lease, and operate the Condominium Property which shall include the irrevocable right to access to each Unit from time to time during reasonable hours as may be necessary for such inspection, maintenance, repair or replacement of any of the common elements therein, or accessible therein or therefrom, or for making an emergency repair therein, that may be necessary to prevent damage to the common elements, or to another Unit or Units, and to maintain and repair Units where authorized by the Declaration of Condominium.
- d. To purchase insurance upon the Condominium Property, and insurance for the protection of the Association, directors, officers, and its Members as Unit owners.
- e. To reconstruct the improvements after casualty and to further improve the Condominium Property, and to reconstruct improvements to Units in accordance with the Declaration of Condominium.
- f. To adopt and amend reasonable Rules and Regulations governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, and the operation and administration of the Association.
- g. To approve or disapprove the transfer, ownership and leasehold of Units in the Condominium, as provided by the Declaration of Condominium and the Bylaws of the Association.
- h. To enforce by all legal and equitable means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Rules and Regulations.
- i. To levy one or more fines for violation(s) of the Rules and Regulations, or violations of the provisions of the Declaration of Condominium, these Articles or the Bylaws.
- j. To contract for the management, operation, administration, and maintenance of Condominium Property and to delegate to such contractor any powers and duties of the Association, except such as are specifically required by the Declaration of Condominium, these Articles, the Bylaws, or by the Condominium Act, to have the approval of the Directors or the membership of the Association.
- k. To employ personnel and independent contractors for reasonable compensation to perform the services required for the proper administration and operation of the purposes of the Association.
- l. To pay taxes and assessments which are liens against any part of the Condominium Property, other than the individual Units, unless the individual Unit or Units are owned by the Association, and the apportionances thereto, and to assess the same against the Unit and the owner of the Unit which is subject to such liens.

m. To enter into agreements whereby it acquires leasehold memberships and other possessory or use interest in the lands or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation, or other use benefits of the Unit owners.

n. To purchase, sell, mortgage, transfer, lease, or otherwise acquire Units or real property in the name of the Association and to hold, mortgage, lease, improve and convey the same.

o. To enter into agreements for construction of recreation facilities, or buildings, and other amenities or facilities for the benefit of the Unit owners and to borrow money for the purpose of carrying out such construction and to mortgage, lease or otherwise provide security for the repayment of said funds.

p. To amend the Declaration of Condominium in accordance with the Condominium Act and the Declaration of Condominium.

q. To enter into agreements with other Condominium or Homeowner associations providing for shared expense of items of management, administration and/or maintenance, and to become a member of an organization of such associations.

r. To approve future amendments to the Governing Documents necessary to comply with amendments of the Condominium Act.

4.3 Emergency Powers: In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by the provisions of Section 718.1265, Florida Statutes, and Sections 617.0207 and 617.0303, Florida Statutes, all as amended from time to time. For purposes of this Article only, an emergency exists during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to: a state of emergency declared by civil or law enforcement authorities, a hurricane watch or warning as issued by a governmental authority, a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Condominium. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

a. Conduct meetings of the Board of Directors and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting on the Condominium Property or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board decisions may be communicated as provided in this Article. The Directors in attendance at such a Board meeting (if more than one Director) shall constitute a quorum.

b. Cancel and reschedule any membership meeting, meeting of the Board of Directors or committee meeting

c. Name as interim assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistants during a state of emergency to accommodate the incapacity or unavailability of any officer of the Association.

d. Relocate the Association's principal office or designate alternative principal offices.

e. Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

f. Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, electricity, water, sewer, security systems, or air conditioners.

g. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine any portion of the Condominium Property unavailable for entry or occupancy by Unit owners, family members, tenants, guests, agents, or invitees to protect the health, safety, or welfare of such persons.

h. Require the evacuation of the Condominium Property in the event of a mandatory evacuation order in the locale in which the Condominiums are located. Should any Unit owner or other occupant of the Condominiums fail or refuse to evacuate the Condominium Property where the Board has required evacuation, the Association shall be immune from liability or injury to persons or property arising from such failure or refusal.

i. Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine whether the Condominium Property can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration of Condominium.

j. Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of mold, mildew or fungus by removing and disposing of wet drywall, insulation, carpet, carpet pad, baseboards, air ducts, cabinetry, any and all personal property or belongings of the resident or Unit owner, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Condominium Property, even if the Unit owner is obligated by the Declaration of Condominium or law to insure or replace those fixtures and to remove personal property from a Unit.

k. Contract, on behalf of any Unit owner or owners, for items or services for which the owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Condominium Property. In such event, the Unit owner or owners on whose behalf the Board has contracted are responsible for reimbursing the Association for the actual costs of the items or services, and the Association may use its assessment and claim of lien authority provided by Section 718.116, Florida Statutes, and in the Declaration of Condominium to enforce collection of the charges. Without limitation, such items or services may include the drying of Units, the boarding or other enclosure of broken or damaged windows, sliding glass doors, exterior doors, and the replacement of damaged air conditioners or air handlers to provide climate control in the Units or other portions of the Condominium Property.

l. Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration of Condominium, these Articles, or the Bylaws, the Board may levy one or more special assessments without a vote of the owners.

m. Without Unit owners' approval, borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association when operating funds are insufficient. This paragraph does not limit the general authority of the Association to borrow money, subject to such restrictions as are contained in the Declaration of Condominium, these Articles, or the Bylaws.

n. Corporate action taken in good faith to meet the emergency needs of the Association or its Unit owners shall bind the Association; have the rebuttable presumption of being reasonable and necessary, and may not

be used to impose liability on a Director, Officer, or employee. An Officer, Director, or employee acting in good faith and in accordance with this Article 4.3 is only liable for willful misconduct.

The special powers authorized above in this Article 4.3 shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Association and the Unit owners and the Unit owners' family members, tenants, guests, agents, or invitees and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Condominium Property.

4.4 Assets Held in Trust: All funds and the title of all properties acquired by the Association and the proceeds thereof shall be held in trust for the Members, in accordance with the provisions of the Declaration of Condominium, these Amended and Restated Articles of Incorporation, and the Amended and Restated Bylaws of the Association.

4.5 Limitation on Exercise of Powers: The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the laws of the State of Florida, the Declaration of Condominium, these Amended and Restated Articles and the Amended and Restated Bylaws of the Association.

ARTICLE V. **MEMBERS**

5.1 Members: The Members of the Association shall consist of all the record owners of Units in the Condominium and after termination of the Condominium shall consist of those who are Members at the time of such termination and their successors and assigns.

5.2 Change of Membership: After receiving written approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Manatee County, Florida, a deed or other appropriate instrument establishing a record interest to a Unit in the Condominium and the delivery to the Association of a copy of such deed or other instrument or conveyance. The person or persons named on the deed or other instrument thereby becomes a Member of the Association and the membership of the prior owner is terminated.

5.3 Limitation on a Transfer of Shares of Assets: The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Member's Unit. No part of the income of the Association shall be distributed to its Members, Directors or Officers, except as compensation for services rendered.

5.4 Voting: Each Condominium Unit shall be entitled to one (1) vote at Association membership meetings, notwithstanding that the same owner may own more than one Unit. The manner of exercising voting rights shall be determined by the Declaration, these Articles and the Bylaws. No vote shall be allocated to a Unit owned by the Association. Owners owning more than one (1) Unit shall be entitled to one (1) vote for each Unit owned.

ARTICLE VI. **DIRECTORS**

6.1 Board of Directors: The property, business, and affairs of the Association shall be managed by a Board of Directors consisting of an odd number of members determined from time to time in accordance with the Bylaws. In no event shall the Board of Directors consist of fewer than three (3) Directors. A Director must fulfill all requirements of eligibility provided in the Condominium Act, the Declaration of Condominium and the Bylaws.

6.2 Election of Directors: Directors of the Association shall be elected at the annual meeting of the Members, in the manner provided by the Condominium Act. Directors may be removed and vacancies on the Board

shall be filed in the manner provided by the Amended and Restated Bylaws, and the applicable provisions of the Condominium Act

ARTICLE VI.
OFFICERS

The affairs of the Association shall be administered by a President, Vice President, Secretary, Treasurer, and such other officers and assistant officers as may from time to time be created by the Board of Directors as permitted by the Bylaws. Officers shall be elected by the Board of Directors at its organizational meeting following the annual membership meeting of the Association and shall serve at the pleasure of the Board. Offices may be combined as provided in the Bylaws.

ARTICLE VII.
INDEMNIFICATION

8.1 **Indemnity.** The Association shall indemnify any Officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or committee member of the Association, against expenses (including without limitation attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless: (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and committee members as permitted by Florida law.

8.2 **Defense.** To the extent that a Director, Officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 8.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

8.3 **Advances.** Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 8.

8.4 **Miscellaneous.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

8.5 **Insurance.** The Association has the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any

liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

8.6 **Amendment.** Anything to the contrary herein notwithstanding, the provisions of this Article may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

8.7 **Delegation.** To the extent permitted by law, the powers and duties of the Directors and Officers may be delegated for the purpose of management.

ARTICLE IX **BYLAWS**

The Bylaws may be altered, amended or rescinded in the manner provided in the Bylaws.

ARTICLE X **AMENDMENTS**

10.1 **Amendments:** Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner subject to any provisions contained in the Declaration of Condominium and the Condominium Act.

a. Notice of the subject matter or proposed amendment shall be included in or with the notice of any membership meeting at which a proposed amendment will be considered.

b. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by at least a majority of the voting interests of the Association. Except as elsewhere provided, such approval must be by not less than a majority of the Board of Directors and by not less than sixty-five percent (65%) of the eligible voting interests of the Association.

10.2 **Alternative:** In the alternative an amendment may be made by an agreement signed by all of the record owners of all the Units in the Condominium.

10.3 **Limitation on Amendments:** No amendments shall make any changes in the qualification for membership, the voting rights of Members. No amendment shall be made which is in conflict with the Condominium Act of the State of Florida or the Declaration of Condominium.

10.4 **Certification:** A copy of each amendment to the Articles of Incorporation shall be effective upon the filing with the Florida Secretary of State.

10.5 **Automatic Amendment.** These Articles of Incorporation shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium or the Condominium Act. Whenever Chapter 718, Florida Statutes, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles of Incorporation, the Board of Directors may operate the Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the owners, may adopt by majority vote, amendments to these Articles of Incorporation as the Board of Directors deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 718 of the Florida Statutes, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

ARTICLE XI
EXISTENCE

The term of the Association shall be perpetual, unless sooner dissolved in the manner provided by law.

ARTICLE XI
ORIGINAL SUBSCRIBERS

The names and addresses of the original subscribers of these Articles of Incorporation are as follows:

Frank A. Buskirk, Jr.
6814 Gulf of Mexico Drive
Longboat Key, Florida

Howard S. Adams
3801 Cortez Road West
Bradenton, Florida

Frank A. Buskirk, Jr.
3801 Cortez Road West
Bradenton, Florida

ARTICLE XII
REGISTERED OFFICE AND REGISTERED AGENT

The Association's current registered agent and office is Lighthouse Property Management, 4134 Gulf of Mexico Drive Ste. 203 Longboat Key, FL 34228. The Association's Board of Directors may change the Association's registered agent and registered office as provided by law.

SECOND AMENDED AND RESTATED

**BYLAWS
OF
WILDEWOOD SPRINGS II-B CONDOMINIUM ASSOCIATION, INC**

*[Substantial rewording of Bylaws. See original
Bylaws and prior amendments for present text.]*

The Members of WILDEWOOD SPRINGS II-B CONDOMINIUM ASSOCIATION, INC. (the "Association") adopt these Second Amended and Restated Bylaws. These Second Amended and Restated Bylaws replace and supersede the original Bylaws and all previous amendments thereto. The Original DECLARATION OF CONDOMINIUM WILDEWOOD SPRINGS II-B CONDOMINIUM was recorded at Official Records Book 954, Page 1798 et seq. in the Public Records of Manatee County, Florida ("Original Declaration").

**ARTICLE I
IDENTITY**

1.1 **Corporate Documents:** These are the Bylaws of the Wildewood Springs IIB Condominium Association, Inc., called "Association" in these Bylaws, a corporation not-for-profit under the laws of the State of Florida, the original Articles of Incorporation of were filed in the office of the Secretary of State on October 15, 1979. The terms used in these Bylaws shall have the same meaning as defined in the Declaration of Condominium of Wildewood Springs IIB and in the Florida Condominium Act, except as the context shall elsewhere require.

1.2 **Purpose:** The Association has been organized for the purpose of administering a Condominium pursuant to Chapter 718, Florida Statutes, as amended from time to time, called "The Florida Condominium Act" in these Bylaws, which Condominium is identified by the name, Wildewood Springs IIB, a Condominium, and is located upon certain lands in Manatee County, Florida.

1.3 **Seal:** The Seal of the Corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation.

1.4 **Definitions.** All terms used in these Bylaws have the same meaning, to the extent applicable, as set forth in the Association's Articles of Incorporation, the Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes), all as subsequently amended or renumbered from time to time.

**ARTICLE II
MEMBERS**

2.1 **Qualification:** The members of the Association shall consist of all of the record owners of Units in the Condominium.

2.2 **Change of Membership:** After receiving the approval of the Association as required in the Declaration, change of membership in the Association shall be established by recording in the Public Records of Manatee County, Florida, a deed or other instrument establishing a record title to a unit in the Condominium, and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominium Association during the period of the

membership, nor does it impair any rights or remedies which the Association may have against any former member arising out of or in any way connected with such membership and the covenants and obligations incident thereto.

2.3 Voting Rights: Each Condominium Unit shall be entitled to one (1) vote at Association membership meetings, notwithstanding that the same owner may own more than one Unit. The manner of exercising voting rights shall be determined by the Declaration, these Articles and the Bylaws. No vote shall be allocated to a Unit owned by the Association. Owners owning more than one (1) Unit shall be entitled to one (1) vote for each Unit owned.

2.4 Manner of Casting Votes: The following persons shall be authorized to cast a vote on behalf of a Unit depending on the specific ownership interest:

a. **Individual Person.** If a Unit is owned by one (1) natural person, that person has the right to cast a vote on behalf of the Unit. No voting certificate shall be required.

b. **Voting for Units Jointly Owned.** If a Unit is owned jointly by two or more natural persons, then any of the record owners of the Unit may cast the vote for such Unit. However, if more than one owner of a Unit shall cast a vote for the Unit and the votes conflict, no vote shall be counted for the Unit and further provided that if a ballot is provided for a vote at a meeting it shall be provided only to the first owner of the Unit who claims it.

c. **Corporation.** If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by the president or vice president of the corporation and attested by the secretary or assistant secretary of the corporation.

d. **LLC.** If a Unit is owned by a Limited Liability Company ("LLC"), the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by any member or managing member of the LLC.

e. **Partnership.** If the Unit is owned by a partnership, the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by a partner.

f. **Trust.** If the Unit is owned by a trust, the person entitled to cast the vote for the Unit shall be designated by a voting certificate signed by the trustee of the trust.

Voting Certificate: All voting certificates must be filed with the Association. A voting certificate shall be valid until revoked, until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote conferred by Unit ownership may be revoked by any owner of a Unit.

2.5 Restraint Upon Assignment of Shares and Assets: The share of a member in the funds and the assets of the Association cannot be assigned, hypothecated, or transferred in any manner as an appurtenance to the Unit.

ARTICLE III MEETINGS OF MEMBERS

3.1 Annual Meeting: The annual meeting of the members shall be held each year at a time and place determined from time to time by the Board of Directors, for the purpose of electing Directors and transacting any other business authorized to be transacted by the members.

3.2 Special Meetings: Special meetings of the members shall be held whenever called by the President or Vice President or by a majority of the entire Board of Directors (i.e. 3, if there are no vacancies in the

Board) and must be called by the President or Vice President upon receipt of a written request from members entitled to cast 20% (i.e. 14) votes of the entire membership. The business conducted at a special meeting of the members shall be limited to the agenda as stated in the Notice of the Meeting.

3.3 Notice of Member Meetings: Notice of a meeting of members shall state the time, place, date and the purpose for which the meeting is called. The notice shall include an agenda and shall be given by the President, Vice-President or Secretary. A copy of the notice shall be continuously posted at the designated locations on the Condominium property not less than fourteen (14) days before the meeting. The notice of any members' meeting shall be provided to every member by one of the following methods: (1) mailed postpaid and correctly addressed to the member's address shown in the current records of the Association, or (2) be hand delivered to the member who must in that event sign a receipt, or (3) be electronically transmitted to a correct facsimile number or electronic mail address at which the member has consented to receive notice. Each member bears the responsibility of notifying the Association of any change of address. Consent by a member to receive notice by electronic transmission shall be revocable by the member by written notice to the Association. 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.

3.4 Quorum: A quorum of a members meeting shall consist of the persons entitled to cast a majority (51%) of the votes of the entire membership of the Association. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration, the Articles of Incorporation, these Bylaws or the Florida Condominium Act.

3.5 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 management agent or Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies must be persons eligible to cast a vote on behalf of a unit as set forth in the Bylaws. Except as specifically provided in this paragraph, members may not vote by general proxy, but may vote by use of a limited proxy. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Declaration, the Articles of Incorporation, or Bylaws; and for any other matter which the Florida Condominium Act requires or permits a vote of the unit owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. No proxy may be used to vote on the election of directors. The election of directors shall be by ballot in accordance with the Bylaws.

An executed proxy appearing to have been transmitted by the proxy giver, including a facsimile or equivalent reproduction of a proxy, is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.

3.6 Adjournments: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.7 Order of Business: If a quorum has been attained, the order of business at Annual Members Meetings, and if applicable at other members meetings shall be:

- a. Call to order by the President;
- b. Collection of Director ballots;
- c. Appointment of inspectors of election and tallying of director ballots;
- d. At the discretion of the President, appointment by the President of a chairperson of the meeting.
- e. Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the owners represented in person, and by proxy;
- f. Proof of notice of the meeting or waiver of notice;
- g. Reading and disposal of unapproved minutes;
- h. Reports of Officers;
- i. Reports of Committees;
- j. Unfinished business;
- k. New business;
- l. Announcement of elected Directors;
- m. Adjournment.

Minutes of Meetings: All member meeting minutes shall be kept available for inspection by Unit owners or their authorized representatives at any reasonable time. Minutes for each meeting must be reduced to written draft form within thirty (30) days after the meeting date.

3.8 Minutes of Meetings: All member meeting minutes shall be kept available for inspection by Unit owners or their authorized representatives at any reasonable time. Minutes for each meeting must be reduced to written draft form within thirty (30) days after the meeting date.

3.9 Vote Required to Make Decisions: When a quorum is obtained at any membership meeting, the vote of a majority of the eligible Voting Interests present, in person or by proxy, shall decide any question brought before the meeting, unless the Declaration, Bylaws or any applicable statute provides otherwise, in which event the vote prescribed by the Declaration, Bylaws or such statute shall control.

3.10 Written Action by Members: Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the required number of eligible Voting Interests of the Association entitled to vote with respect to the subject matter thereof. Such action by written agreement shall comply with the procedural requirements of Section 617.0701(4), Florida Statutes.

ARTICLE IV **DIRECTORS**

Number, Term, and Qualifications: The business of the Association shall be managed by a Board of Directors consisting of five (5) members of the Association. Each elected Director shall, barring recall, resignation, disqualification or death, hold office until the expiration of his or her term and until his or her successor shall have been elected and qualified. The Board of Directors may increase or decrease the number of Directors upon notice at least seventy (70) days prior to the Annual Meeting. In no event shall the Board of Directors consist of less than three (3) Directors. In the event of an increase or decrease in the number of Directors, the terms of Directors shall be staggered. If necessary to re-implement staggering of director terms of office at any time, the Board of directors may temporarily assign a one (1) year term of office.

A Director must be a natural person who is at least eighteen (18) years of age or older. A Director must be a Unit owner, the spouse of a Unit owner or the designated voter of a Unit that is not owned by a natural person. All director candidates shall be in good financial standing with the Association. In the event an incumbent director becomes ninety (90) days or more delinquent in the payment of any monetary obligation to the Association, such director will no longer qualify to serve on the Board and will be deemed to have abandoned his/her position as a director. Co-owners of a Unit cannot simultaneously serve on the Board unless they own more than one unit or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. When a unit is owned by a corporation, a partnership, a trust, or similar entity, the unit's voting representative, as designated pursuant to the Bylaws, shall be eligible for Board membership. A settlor of a trust, a resident trust beneficiary and the spouses of such persons shall be considered eligible for Board membership. A convicted felon whose civil rights have not been restored for at least five (5) years as of the date of election is not eligible to serve as a director. A person who is more than ninety (90) days delinquent in paying their monetary obligations to the Association is not eligible to serve as a director. Any person who has been suspended or removed from serving as a director by the Division of Florida Condominiums, Timeshares and Mobile Homes is not eligible to serve as a director.

Within ninety (90) days after being elected or appointed to the board, each newly elected or appointed director shall certify in writing to the secretary of the association that he or she has read the association's declaration of condominium, articles of incorporation, bylaws, and current rules and regulations; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully uphold such documents to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the association's members. In lieu of this written certification, the newly elected or appointed director may submit a certificate of satisfactory completion of the educational curriculum administered by a division-approved condominium education provider. A director who fails to timely file the written certification or educational certificate is suspended from service on the board until he or she complies with this requirement. The board may temporarily fill the vacancy during the period of suspension. The secretary shall cause the association to retain a director's written certification or educational certificate for inspection by the members for five (5) years after a director's election or appointment. Failure to have such written certification or educational certificate on file does not affect the validity of any action.

4.2 Election and Term: Directors shall be elected for two (2) year terms to fill the vacancies of those Directors whose terms are then expiring. All Directors shall serve until their respective successors shall have been duly elected and qualified, or until their earlier resignation or removal. If necessary to re-implement staggering of director terms of office at any time, the Board of directors may temporarily assign a one (1) year term of office.

A Board member may not serve more than four (4) consecutive two (2) year terms, unless approved by an affirmative vote of two-thirds of the total voting interests of the Association or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy.

The ballot prepared for the annual meeting election shall list all Director candidates in alphabetical order by surname. There shall be no nominations from the floor on the date of or during the election. The members of the board shall be elected by written ballot. Proxies may not be used in electing the board in general elections or elections to fill vacancies caused by recall, resignation or otherwise. At least sixty (60) days before a scheduled election, the association shall mail, deliver or electronically transmit a first notice of the date of the election. Any Unit owner or other eligible person desiring to be a candidate for the board must give written notice of his or her intent to be a candidate to the association at least forty (40) days before a scheduled election. Together with the written notice and agenda, the association shall mail, deliver, or electronically transmit a second notice of the election to all Unit owners entitled to vote, together with a ballot that lists all candidates. Upon request of a candidate, an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate at least thirty-five (35) days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the association. The association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the association may print or

duplicate the information sheets on both sides of the paper. The division shall by rule establish voting procedures, including rules establishing procedures for giving notice by electronic transmission and rules providing for the secrecy of ballots. Elections shall be decided by a plurality of those ballots cast. There is no quorum requirement; however, at least twenty (20) percent of the eligible voters must cast a ballot in order to have a valid election of members of the board. A Unit owner may not permit any other person to vote his or her ballot, and any ballots improperly cast are invalid, provided any Unit owner who violates this provision may be fined by the association. A Unit owner that needs assistance in casting the ballot, for reasons of being handicapped, may obtain such assistance. The regular election must occur on the date of the annual meeting. However, an election is not required unless there are more candidates who file notices of intent to run than there are board member vacancies to be filled.

4.1 Replacement and Renewal: Any vacancy in the Board of Directors shall be filled by the remaining Directors for the unexpired term, except as provided otherwise, upon a removal of a Director, in the Florida Condominium Act. Said act shall also govern the removal of Directors.

a. A vacancy on the board caused by the expiration of a director's term shall be filled by electing a new board member, and the election must be by secret ballot. However, if the number of vacancies on the board equals or exceeds the number of candidates, an election is not required. If the number of board members whose terms have expired exceeds the number of eligible members showing interest in or demonstrating an intention to run for the vacant positions, each board member whose term has expired is eligible for reappointment to the board and need not stand for reelection. Co-owners of a Unit may not serve as members of the board at the same time unless they own more than one unit or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy.

b. A person who has been suspended or removed by the division, or who is delinquent in the payment of any fee, fine, or special or regular assessment, is not eligible for board membership. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in this state, is not eligible for board membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the board. The validity of an action by the board is not affected if it is later determined that a member of the board is ineligible for board membership due to having been convicted of a felony.

c. A director or officer more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned his or her office, creating a vacancy in the office to be filled according to law.

d. A director or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property must be removed from office, creating a vacancy in the office to be filled according to law until the end of the period of the suspension or the end of the director's term of office, whichever occurs first.

e. 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.

f. If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes, governing the method of selecting successors, and providing procedures for the operation of the

Association during the period after the recall but prior to the designation of successor directors sufficient to constitute a quorum.

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

h. Any or all directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. The question shall be determined separately as to each director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of meeting is given.

4.2 **Organizational Meeting:** An organizational meeting of the Board of Directors shall be held immediately upon adjournment of each annual meeting of the members, if so announced at that annual meeting, or within ten (10) days thereafter upon notice to the members and Directors as required by law.

4.3 **Regular Meetings:** Regular meetings of the Board shall be held in Manatee County at a location and at such times as shall be determined by a majority of the directors. Except for meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board shall be open to all Unit owners who may participate in accordance with the written policy established by the Board. Notice of such meetings shall be posted at a designated location on the Condominium property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which regular monthly assessments are to be considered shall contain a statement that assessments will be considered and the nature of such assessments. Written notice of any meeting at which a non-emergency special assessment, or at which amendment to rules and regulations regarding unit use will be considered, shall be provided to the members via one of the methods set forth in Section 3.3 of these Bylaws posted at designated locations on the Condominium property not less than 14 continuous days prior to the meeting. The notice shall state the nature, estimated cost, and description of each purpose to be funded by the special assessment. Evidence of compliance with the 14-day notice shall be by affidavit by the person providing the notice, and filed among the official records of the Association.

4.4 **Special Meetings:** Special meetings of the Board may be called by the President or Vice-President, and must be called by the President or Secretary at the written request of a majority of the Board of Directors of the Association. Special meetings of the Board shall be noticed and conducted in the same manner as provided herein for regular meetings. Members representing not less than twenty (20%) percent of the total voting interests may petition for an item of business to be discussed at a special Board meeting.

4.5 **Notice of Directors:** Notice of Board meetings shall be given to Board members personally or by mail, telephone, email, or by facsimile transmission which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.6 **Quorum:** 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 act of the Board of Directors, except when approval by a greater number of Directors is required by Declaration, the Articles of Incorporation, these Bylaws or the Florida Condominium Act. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called for may be transacted without further notice.

4.7 **Directors Fees.** The Directors shall serve without compensation, fees or any form of remuneration.

4.8 **Presiding Officer.** The presiding officer at the directors' meetings shall be the President. In the absence of the President, the Vice-President will serve as presiding officer. If both the President and Vice-President are not present, the directors present may designate any person to preside.

4.9 **Order of Business:** If a quorum has been obtained, the order of business at Director's Meetings shall be:

- a. Call to order by the President;
- b. At the discretion of the President, appointment by the President of a chairperson of the meeting.
- c. Proof of notice of the meeting;
- d. Calling of the roll and determination of a quorum;
- e. Reading and disposal of unapproved minutes;
- f. Reports of Officers;
- g. Reports of Committees;
- h. Unfinished business;
- i. New business;
- j. Adjournment.

4.12 **Voting Responsibilities of Directors:** Directors present at board meetings have a duty to either vote or abstain due to an asserted conflict of interest. Not voting is presumed as assenting to the action taken by the Board of Directors. A director who abstains from voting on any action taken on any corporate matter is presumed to have taken no position regarding the action. The minutes are to show a vote or abstention for each board member present. Directors may not vote by proxy or by secret ballot at board meetings, except that officers may be elected by secret ballot.

4.13 **Minutes of Meetings.** The minutes of all meetings of the Board shall be kept in a book available for inspection by Unit owners, or their authorized representatives, at any reasonable time. Minutes for each meeting must be reduced to written form within thirty (30) days after the meeting date.

ARTICLE V **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All the powers and duties of the Association existing under the Declaration, the Articles of Incorporation, these Bylaws, the Florida Condominium Act, and other applicable law or authority shall be exercised exclusively by the Board of Directors, its agent, contractors or employees, subject only to the approval of the Unit owners when such approval is specifically required.

ARTICLE VI
OFFICERS

6.1 Officers and Election: The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors, and who may be peremptorily removed (as an officer, but not as a Director) by majority vote of the Directors at any meeting. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find necessary to properly manage the affairs of the Association.

6.2 President: The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of President of a condominium association, including but not limited to the power to appoint committees from time to time, from among the members or others, to assist in the conduct of the affairs of the Association. The President shall serve as Chairman at all Board and membership meetings.

6.3 Vice President: The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

6.4 Secretary: The Secretary shall keep the minutes of all proceedings of the Board of Directors and the members. The Secretary shall attend to the giving and serving of all notice to the members and Directors and other notices required by law and the Condominium documents. The Secretary 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 a condominium association, as may be required by the Board of Directors or the President. The Board of Directors may delegate some or all of the duties of the Secretary to a manager or management company of the Association.

6.5 Treasurer: The Treasurer shall have the custody of all the property of the Association including the funds, accounts, securities and any evidence of indebtedness. The Treasurer shall keep or cause the keeping of the books of the Association in accordance with generally accepted accounting principles, shall provide for collection of assessments and shall perform all other duties incident to the office of Treasurer. The Board of Directors may delegate some or all of the duties of Treasurer to a manager, management company or accountant of the Association. The Treasurer shall submit a Treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

6.6 Compensation: The compensation and benefits of all employees of the Association shall be fixed by the Board of Directors. Neither Directors nor Officers shall receive compensation for their services.

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

6.8 Resignations: Any director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all units owned by any director or officer shall constitute a resignation of such director or officer without need for a written resignation. Any officer or director

delinquent in the payment of regular assessments in excess of 90 days shall be deemed to have abandoned office as provided in the Florida Condominium Act.

6.9 **Vacancies:** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

ARTICLE VII **COMMITTEES**

7.1 **Appointment:** All members and chairpersons of all committees of the Association shall be appointed (and may be removed) by the Association President. The President may from time to time in any instance delegate that authority to one or more members of the Board of Directors or to a committee chairperson.

7.2 **Term of Office.** Each member of a committee shall continue as such until his or her successor is appointed, unless the committee is terminated sooner or the member is removed from the committee by the Board or the member resigns, or unless such member shall cease to qualify as a member thereof.

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

7.4 **Standing Committees:** The standing committees of the Association shall be as follows:

- a. Budget and Finance
- b. Buildings and Grounds
- c. Pool
- d. Screening of Unit Leases and Transfers

7.5 **Ad Hoc Committees:** Other committees, created for a limited time and purpose, may be created from time to time by the President or by the Board of Directors.

7.6 **Procedures:** The Budget and Finance Committee and any committee with authority to take action on behalf of the Board of Directors (rather than merely make recommendations) shall follow the same procedures as the Board of Directors with regard to posting or mailing of meeting notices for Unit owners, agendas and attendance and participation by Unit owners, as required by the Florida Condominium Act. All other committees shall establish and follow their own procedures, as such committees deem appropriate from time to time.

ARTICLE VIII **FISCAL MANAGEMENT**

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

8.1 **Fiscal Year:** The fiscal year of the Association shall be the calendar year, January 1 through December 31.

8.2 **Accounts:** Receipts and expenditures of the Association shall be credited and charged to operating and reserve accounts in accordance with state law and generally accepted accounting principles.

8.3 **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

8.4 **Loans.** No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. The Board may authorize the pledge and assignment of any regular or special assessment(s) and the lien rights of the Association as security for the repayment of such loan(s), but may not pledge reserves without the prior approval of a majority of the Voting Interests present (in person or by proxy) at a duly-noticed membership meeting.

8.5 **Checks, Drafts, etc.** All checks, drafts or orders for payment of money, notes, or other evidence of indebtedness issued in the name of the Association shall be signed as determined by the Board of Directors.

8.6 **Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select. All deposits must be insured by the FDIC, FSLIC or comparable government insurance. Alternatively, the Association may deposit funds with brokerage houses or institutions which are members of the National Association of Securities Dealers, Inc. and insured by SIPC or equivalent industry insurance. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from these accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Board of Directors.

8.7 **Reserves:** In addition to operating expenses, the proposed budget must include provisions for funding reserve accounts for capital expenditures and deferred maintenance as required by Section 718.112(2)(f), Florida Statutes. These mandatory accounts are further regulated by Rule 61B-22.005, Florida Administrative Code, which contains rules regulating reserves. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which deferred maintenance expense or replacement cost exceeds \$10,000. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The rules allow the use of either of two formulas referred to as the Straight Line Method and the Pooling Method for calculating reserves. The rules further provide that all reserve accounts must be included in the proposed annual budget and shall not be waived or reduced prior to the delivery of the proposed annual budget to the members.

The reserves must be funded unless the members determine, by vote of not less than a majority of those members who are present in person or by proxy at a duly noticed and convened membership meeting, to fund no reserves, or less than adequate reserves, for a fiscal year. The funds in reserve accounts established under this Section, and all interest earned on the accounts, shall be used only for the purposes for which the reserve accounts are established, unless use for another purpose is approved in advance by vote of not less than a majority of those members who are present in person or by proxy at a duly noticed and convened membership meeting. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

8.8 **Budget:** The Board shall endeavor to adopt an annual calendar year budget of common expenses for the Condominium in accordance with the timeline listed below. A preliminary budget shall be prepared under the supervision of the Treasurer, in cooperation with the management agent and/or a Budget Committee, if appointed by the President. All committee meetings necessary for the preparation of the preliminary and final budget must be noticed and open to all Unit owners.

In addition to the statutory reserves described in Section 8.3 above, or in place of them if the members so vote, the Board may establish one or more additional Operational Reserve Accounts in the operating budget for contingencies, operating expenses, repairs, minor improvements or special projects. These reserves may be used to offset cash flow shortages, provide financial stability, and avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be included in the proposed annual budget. These funds may be spent for any purpose approved by the Board.

The Board shall consider the preliminary budget at the October board meeting and further discuss and vote on the preliminary budget, as amended up or down, at the November board meeting. Copies of the preliminary budget, and a notice stating the time, date and place of the meeting(s) of the Board at which the budget will be considered or adopted, shall be provided to all members via one of the methods set forth in Section 3.2 of these Bylaws not less than fourteen (14) days before the meeting(s). The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications.

The Board may for any budget year submit the budget for a vote of the members and shall submit the budget for a vote upon petition of the members of the Association as required, and in the manner provided by the Florida Condominium Act. Upon adoption, the budget may be amended at any time by the Board of Directors. The members shall be notified of any budget amendment as soon as practicable after it is adopted.

8.9 Annual Budget Assessment: The annual shares of the Unit owners of the Common Expenses shall be made payable in installments due monthly or quarterly in advance and shall become due on the first day of each month or quarter in advance, as the Board of Directors shall determine. The Board of Directors shall have the right to accelerate Assessments through the end of the applicable calendar year of a Unit owner delinquent in the payment of Assessments. Any such accelerated Assessments shall be due and payable on the date a claim of lien is recorded.

8.10 Special Assessments: Special assessments may be imposed by the Board to meet unusual, unexpected, unbudgeted, or nonrecurring common expenses beyond those included in the annual budget, provided that any special assessment greater than an amount equal to 10% of the current annual assessment shall first be approved by a majority of the members of the Association in person and/or by limited proxy at an Association meeting duly called in whole or in part for that purpose, except in the event of an emergency need which cannot properly await or be conditioned on such approval. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board of Directors, either be returned to the Unit owners or applied as a credit towards future Assessments or transferred to reserves.

8.11 Common Surplus. At the end of the Association's fiscal year, any common surplus remaining in the operating component of the annual budget shall be either rolled over to the next fiscal year by vote of the Board of Directors or returned to the Unit owners in accordance with the respective Unit's share of the surplus as set forth in the Declaration and, likewise, in the event of a deficiency, the same shall be immediately assessed against the various Units by the Board of Directors and be payable by the various Units within thirty (30) days after notice of Assessment.

8.12 Depository: The funds of the Association shall be deposited and maintained in such bank, savings and loan association or other federally insured depository or depositories as shall be designated from time to time by the Directors. Withdrawal of money from such accounts shall be only by checks or other appropriate instruments signed by such persons as are authorized by the Board of Directors.

8.13 Commingling: All Association funds shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 488.432, Florida Statutes, no agent, employee, Officer, or Director of the Association shall commingle any Association funds with his or her funds or with the funds of any other condominium association or community association as defined in

Section 468.431, Florida Statutes, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

8.14 Fidelity Bonds: The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in Section 718.112(2)(f), Florida Statutes, for each person, whether or not a Director, who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of bonding. In the case of a licensed manager, the cost of bonding may be reimbursed by the Association as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

8.15 Accounting Records: The Association shall maintain accounting records which identify, measure, record and communicate financial information in sufficient detail to determine revenues and expenses or receipts and disbursements attributable to all operations of the Association. All accounting records for the Association shall be kept in accordance with generally accepted accounting principles and shall be maintained in accordance with the Florida Condominium Act. The Board of Directors may delegate the responsibilities and duties described in this Article 8.15 to the Association Management Company.

8.16 Suspension of Use Rights. In the event that a Unit owner is delinquent for more than ninety (90) days in paying a fine, fee or other monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the rights of the Unit owner and such Unit owner's occupant, licensee, tenant, guest or invitee to use the Common Elements, common facilities or any other Association Property. The suspensions apply to a Unit owner and, when appropriate, any tenant, guest, or invitee, even if the delinquency or failure or refusal that resulted in the suspension arose from less than all of the multiple Units owned by the Unit owner.

8.17 Suspension of Voting Rights. In the event that a Unit owner is delinquent for more than ninety (90) days in paying a fine, fee or other monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid, the voting rights of such Unit owner. Such a suspension ends upon full payment of all monetary obligations currently due or overdue the Association.

8.18 Extraordinary Assessments. If the Association shall be required to perform any maintenance, repairs or replacement work on any Unit for which an individual owner or owners are financially responsible hereunder, the Association may proceed to make an extraordinary Assessment against such Unit and the Unit owner(s) thereof for the cost of the work performed to recover the actual amounts expended by the Association in making or causing to be made such repair, maintenance or replacement work plus, in the event such work was attributable to any of the acts specified within the Declaration, an amount, to be determined by the Board of Directors not to exceed twenty-five percent (25%) of the total amount thereof to cover overhead and administrative costs of the Association. The Board of Directors may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board of Directors, may constitute a lien against the Condominium Property. When less than all of the Unit owners are responsible for the existence of any such lien, the Unit owner(s) responsible shall be jointly and severally liable for any payment necessary to discharge the same and for all costs and expenses, including reasonable attorneys' fees, incurred by reason of such lien and the Association may impose an extraordinary Assessment. The Association may also make an extraordinary Assessment against a Unit owner and his Unit to recover any amount paid by the Association for which an extraordinary Assessment may be levied as provided within the Declaration or these Bylaws.

8.19 Liability for Assessments and Charges. A Unit owner shall be liable for all Assessments and charges coming due while the owner of a Unit, and such owner and owner's grantees or successors after a voluntary conveyance or other acquisition of title shall be jointly and severally liable for all unpaid Assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or

enjoyment of the Common Elements or Association Property or by abandonment of the Unit for which the Assessments are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure or deed-in-lieu of foreclosure, such first mortgagee and its successors and assigns shall only be liable for such Unit's Assessments, charges, or share of the Common Expenses which became due prior to acquisition of title as provided in Section 718.118, Florida Statutes, as subsequently amended from time to time.

8.20 Lien for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, interest, late fees, and reasonable attorney's fees incident to collection, including appeals, shall be secured by a continuing lien upon the unit. The lien shall relate back to and be effective from the recording of the Original Declaration.

8.21 Lien for Charges. Unpaid charges due to the Association together with costs, interest, late fees, and reasonable attorney's fees incident to collection shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

8.22 Collection — Interest; Administrative Late Fee; Application of Payments. All Assessments or charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days after the date due shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest, the Association may charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of each installment of an Assessment for which payment is late, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or charges which are accrued, but not yet due, in the manner provided by law. Payments received are first applied to accrued interest, then to any late fee, then to any costs and collection expenses, then to any reasonable attorney's fees incident to collection, and then to the principal Assessment itself first in time. Except as otherwise provided in the Condominium Act, no lien may be filed by the Association against a Unit until thirty (30) days after the date on which a notice of intent to file a lien has been transmitted to the Unit owner pursuant to Section 718.121(4), Florida Statutes.

8.23 Collection — Suit. The Association, at its option, may enforce collection of delinquent Assessments or charges by suit at law, by foreclosure of the lien securing the Assessments or charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal. The Association must deliver or mail by certified mail to the Unit Owner a written notice of its intention to foreclose the lien as provided by law.

8.24 Financial Reports:

Financial reports shall be created, maintained and reported in accordance with Section 718.111(13) of the Florida Condominium Act. Within 90 days after the end of the fiscal year, or annually on a date provided in the Bylaws, the association shall prepare and complete a financial report for the preceding fiscal year. Within 21 days after the final financial report is completed, but not later than 120 days after the end of the fiscal year or other date provided in the Bylaws, the association shall mail to each unit owner at the address last furnished to the association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner.

Florida Statute 718.111(13) requires Associations that operate fewer than 75 units or has revenues of less than \$100,000 must prepare an annual fiscal report of cash receipts and expenditures in lieu of financial statements. A report of cash receipts and disbursements must disclose the amount of receipts by accounts and receipt

classifications and the amount of expenses by accounts and expense classifications in the operating fund. The report of cash receipts and disbursements shall also include a summary of association reserves including a good faith estimate disclosing the annual amount of reserve funds that would be necessary for the association to fully fund each reserve account based on the straight-line accounting method, plus the following financial information components: (1) the beginning balance in each reserve account and the amount of assessments and other revenues collected; (2) the amount expended or removed from each reserve account including but not limited to transfers to other association accounts; (3) the balance in each reserve account at the end of the period covered by the report; and (4) any appropriate notes needed to clearly explain changes in each reserve account. An association may not waive the financial reporting requirements for more than three (3) consecutive years.

In addition to the annual financial report of cash receipts and disbursements, the Association shall prepare financial statements not less frequently than quarterly, which shall be distributed or available to unit owners, as determined by the Board of Directors from time to time. All Association financial reports shall be prepared in accordance with generally accepted accounting principles and all other applicable standards and law.

ARTICLE IX ENFORCEMENT FINES

9.1 Authority. In addition to other remedies provided to the Association for enforcement of the Condominium Documents and Rules, the Association may levy reasonable fines for the failure of the Unit Owner or its occupant, licensee or invitee to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules and restrictions of the Association.

9.2 Amount. Each fine shall be in an amount determined in each instance as provided herein not to exceed the amount of One Hundred Dollars (\$100.00). However, a fine for a continuing violation may be in an amount up to One Hundred Dollars (\$100.00) for each day thereof not to exceed the total aggregate amount of One Thousand Dollars (\$1,000.00).

9.3 Notice. A fine levied by the Board of Directors may not be imposed unless the Board first provides at least 14 days' written notice and an opportunity for a hearing to the Unit owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other Unit owners who are neither Board members nor persons residing in a Board member's household. The role of the committee of other Unit owners is limited to determining whether to confirm or reject the fine levied by the Board of Directors. If the committee does not confirm the fine, the fine may not be imposed.

9.4 Hearing. The committee shall consider all evidence and testimony presented at the hearing prior to the determination whether to confirm or reject the fine levied by the Board. After a fine is levied by the Board and confirmed by the committee, the Association shall provide a written demand for payment to the Unit owner and violator.

9.5 Failure to Pay. The owner of the Unit shall be jointly and severally liable for the payment of a fine levied against the owner's tenant, resident invitee, occupant, licensee, guest or visitor or any other person using the Unit or Common Elements with the permission of the Unit owner. If not paid within thirty (30) days, a fine shall accrue interest at the highest rate allowed by law (currently 16%) and shall be subject to a late payment fee of \$25. The Association may also elect to post and maintain an unpaid fine on the owner's account for a period not to exceed ten (10) years. The owner shall be liable for all attorney's fees and costs incurred by the Association incident to the levy or collection of a fine, including but not limited to attendance by the Association's attorney at the hearing and the filing and prosecution of a lawsuit. A fine may not become a lien on a Unit unless otherwise provided for in the Condominium Act.

9.6 **Other Remedies.** Nothing herein shall be construed as a prohibition of or a limitation on the right of the Association's Board of Directors to pursue other means to enforce its Condominium Documents or the Association's Rules, including but not limited to arbitration, a legal action for damages or injunctive relief. In the event such other enforcement methods are pursued, the Association shall not be required to comply with the procedures and provisions of this Article 9.

9.7 **Suspension for Noncompliance.** The Association may also suspend, for a reasonable period of time, the right of a Unit owner, or a Unit owner's tenant, guest, or invitee, to use the Common Elements, Common Facilities, or any other Association Property for failure to comply with any provision of the Declaration, the Bylaws, or Rules and Regulations. Any suspension imposed hereunder does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit or parking spaces. A suspension for noncompliance may not be imposed without at least fourteen (14) days' notice to the person sought to be suspended and an opportunity for a hearing before a committee.

9.8 **Suspensions for Delinquency.** If a Unit owner is more than ninety (90) days delinquent in paying a fee, fine, or other monetary obligation due to the Association, the Association may suspend the right of the Unit owner or the Unit's occupant, tenant, licensee, or invitee to use Common Elements and facilities or any other Association Property until the fee, fine, or other monetary obligation is paid in full. Such suspension shall not apply to Limited Common Elements intended to be used only by that Unit, Common Elements needed to access the Unit, utility services provided to the Unit and parking spaces. The Association may also suspend the voting rights of a Unit or Unit owner due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than ninety (90) days delinquent. A voting interest or consent right allocated to a Unit or Unit owner which has been suspended by the Association shall be subtracted from the total number of Voting Interests in the Association, which shall be reduced by the number of suspended Voting Interests when calculating the total percentage or number of all Voting Interests available to take or approve any action, and the suspended Voting Interests shall not be considered for any purpose, including, but not limited to, the percentage or number of Voting Interests necessary to constitute a quorum, the percentage or number of Voting Interests required to conduct an election, or the percentage or number of Voting Interests required to approve an action under the Condominium Act, the Declaration, the Articles of Incorporation, or the Bylaws. All suspensions imposed pursuant to this Article shall be approved at a properly noticed meeting of the Board of Directors but do not require notice or an opportunity for hearing.

9.9 **Failure to Pay.** The owner of the Unit shall be jointly and severally liable for the payment of a fine levied against the owner's tenant, invitee, occupant, licensee, guest or visitor or any other person using the Unit or Common Elements with the permission of the Unit owner. If not paid within thirty (30) days, a fine shall accrue interest at the highest rate allowed by law until fully paid and shall be subject to a single administrative late fee in the amount of \$25. The Association may also elect to post and maintain an unpaid fine on the owner's account for a period not to exceed ten (10) years. The Unit owner shall be liable for all attorney's fees and costs incurred by the Association incident to the levy or collection of a fine, including, but not limited to, attendance by the Association's attorney at the hearing and the filing and prosecution of a proceeding or action. A fine may not become a lien on a Unit unless otherwise provided for in the Condominium Act.

9.10 **Other Remedies.** Nothing herein shall be construed as a prohibition of, or a limitation on, the right of the Board of Directors to pursue other means to enforce its Condominium Documents, including, but not limited to, arbitration, or an action for damages or injunctive relief. In the event such other enforcement methods are pursued, the Association shall not be required to comply with the procedures and provisions of these Bylaws.

ARTICLE X.
PARLIAMENTARY RULES

Roberts Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association and the Board of Directors when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws or procedural rules adopted (as authorized by those condominium documents or the law) by the Board of Directors or by the members

ARTICLE XI.
AMENDMENT

These Bylaws may be amended by the affirmative vote of not less than a majority of the entire Board of Directors and not less than sixty-five percent (65%) of the entire membership of the Association (that is, 44 members). No amendment to these Bylaws shall conflict with the Declaration or with the Articles of Incorporation.

A copy of each Bylaw amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Association and attested by the Secretary of the Association, with the formality of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Record of Manatee County, Florida.

ARTICLE XII.
RULES AND REGULATIONS

The Board may promulgate Rules and Regulations governing the use, occupancy, alteration, maintenance, transfer and appearance of Units, Common Elements and Limited Common Elements, and the operation and administration of the Association. However, any Board-promulgated Rule or Regulation may be rescinded or amended upon the written action or vote of not less than sixty-five (65%) percent of those members who are present in person or by proxy at a duly noticed and convened membership meeting. Copies of adopted, amended or additional Rules and Regulations shall be furnished by the Board 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.

ARTICLE XIII.
MANDATORY ARBITRATION 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 Florida Condominium Act. This provision shall be in effect only so long as the Florida Condominium Act mandates such proceedings.

ARTICLE XIV.
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

**ARTICLE XV.
BOOKS AND RECORDS**

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees, when required by law, and shall keep at the principal office a record giving the names and addresses of the Members entitled to vote. All official records of the Association shall be available for inspection and photocopying by Unit owners or their authorized representative during normal business hours, at the office of the Association by arrangement with the Secretary or the managing agent of the Association. The right to inspect the official records includes the right to make or obtain copies at a reasonable expense. The Board of Directors may delegate the responsibilities and duties described in this Article XV to the Association Management Company.

**ARTICLE XVI.
ROSTER OF UNIT OWNERS**

Upon acquisition of title, each Unit owner shall promptly file with the Association a copy of the recorded deed or other instrument conveying ownership of his or her Unit along with the Unit owner's current mailing address and telephone numbers. If a Unit owner desires to receive notices via electronic mail, the Unit Owner may provide his or her e-mail address to the Association. The Board of Directors may require the Unit owner to provide a certified copy of the recorded deed or other instrument. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes by the Unit owner.