

Village Brooke Condominium Association Inc.

Articles of Incorporation

Copies 11/11/2016

OF

VILLAGE BROOKE CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes 1967, and do certify as follows:

ARTICLE I
NAME

The name of this corporation is Village Brooke Condominium Association, Inc. The corporation is sometimes referred to herein as the "association."

ARTICLE II
PURPOSES

This corporation is organized to operate and manage Village Brooke Condominium I and Subsequent Phases of Village Brooke Condominium as authorized and permitted to be established by the Condominium Documents, said Condominium or Condominiums to be established in Sarasota County, Florida. The corporation is further organized to perform and carry out the acts and duties incident to the administration, operation, and management of said Condominiums in accordance with the terms, provisions, and conditions contained in these Articles of Incorporation, in the Declaration, and any amendments thereto, which will be recorded in the Public Records of Sarasota County, Florida, and, to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Condominiums.

The terms used herein shall have the same meaning attributed to them in Chapter 711, Florida Statutes.

ARTICLE III
POWERS

OFF REC 1080 PG 96

The Association shall have all of the powers of a Corporation Not for Profit existing under the laws of the State of Florida and all the powers now or hereafter granted to Condominium Associations by the Condominium Act, Chapter 711, Florida Statutes, as the same may be hereafter amended and all the powers reasonably necessary to implement the powers of the Association, which powers shall include, but are not limited to, the power:

A. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property;

B. To make, levy and collect assessments against Unit Owners of the said Condominium, to provide the funds to pay for Common Expenses of the Condominium as provided for in the Condominium Documents and the Condominium Act, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association;

C. To maintain, repair, replace and operate those portions of the Condominium Property that the Association has the duty or right to maintain, repair, replace and operate under the Condominium Documents;

D. To contract for the management of the Condominium Property and to delegate to such contractors all powers and duties of the Association;

E. To employ personnel to perform the services required for proper operation of the Condominium;

F. To purchase insurance upon the Condominium Property and leased Property;

G. To reconstruct improvements constructed on the real property submitted to Condominium Ownership after casualty or other loss;

H. To make additional improvements on and to the Condominium Property;

I. To approve or disapprove the transfer, mortgage and ownership of Condominium Parcels to the extent such power is granted to it under the Condominium Documents;

- 2 -

OFF REC 1080 PG 96

J. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association and to carry out its duties pursuant to such agreements;

K. To enforce by legal action the provisions of the Condominium documents;

L. To acquire by purchase or otherwise Condominium Parcels in the Condominium.

ARTICLE IV
MEMBERS

1. Members

A. The Members of the Association shall consist of all owners of Condominium Residential Units in the Condominium and members of the Board of Directors appointed by the Developer as hereinafter provided. After the termination of the Condominium, the Members shall consist of those persons who are members at the time of such termination.

2. Voting Members

A. Until such time as Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association (all phases), the first Board of Directors as established in the Articles of Incorporation and their successors shall serve at the pleasure of the Developer and may be replaced by the Developer by successor Directors. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the

Developer shall be entitled to elect not less than one third (1/3) of the members of the Board of the Association. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the Members of the Board of the Association three (3) years after sales by the Developer have been closed of seventy-five percent (75%) of the Units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer of ninety percent (90%) of the Units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business any Units in the Condominiums operated by the Association.

B. The Developer at any time may relinquish all or any portion of its right to appoint Board Members, or to control the affairs of the Association, without consent of the Association or its Members.

C. Until such time as the Unit Owners become entitled to elect a majority of the Members of the Board pursuant to subparagraph A or B above, the Board of Directors elected or appointed as aforesaid shall be the only Voting Members and as such shall be the only Members of the Association who are entitled to have any voice in the management of the affairs of the Association, and no other Member shall have any vote or voice with respect to any matter whatsoever. After such date, each Condominium Residential Unit shall be entitled to one vote, which vote shall be exercised by the Voting Member designated by the Owner or Owners of a majority interest in a single Condominium Residential Unit to cast the vote appurtenant to said Unit. The designation of voting Members shall be perfected in the manner provided in the Condominium Declaration.

D. The number of Units that may ultimately be operated by the Association is 321.

E. This Article may not be amended without the consent of the

Board of Directors.

REC 1080 PG 99

3. Assignment and Binding Effect

A. Neither the share of a member in the funds and assets of the Association, nor membership in this Association may be assigned, hypothecated or transferred in any manner except as an appurtenance to a Condominium Parcel. The members of the Association shall be subject to all of the terms, conditions, restrictions and covenants contained in the Condominium Documents.

ARTICLE V
TERM

This corporation shall exist perpetually.

ARTICLE VI
SUBSCRIBERS

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

Michael McGillicuddy	4660 Ocean Blvd. Sarasota, Florida
Robert A. Morris, Jr.	45 Sandy Cove Rd. Sarasota, Florida
Dianna Reid	809 S. Tuttle Sarasota, Florida

ARTICLE VII
BOARD OF DIRECTORS

The business of the corporation shall be conducted by a Board of Directors consisting of not less than three (3) nor more than seven (7) Directors. The Board of Directors shall be elected annually by the Members of the Association entitled to vote. The names and addresses of the First Board of Directors who shall hold office until their successors are elected and have qualified, are as follows:

Robert A. Morris, Jr.	45 Sandy Cove Rd. Sarasota, Florida
Dianna Reid	809 S. Tuttle Sarasota, Florida
Michael McGillicuddy	4660 Ocean Blvd. Sarasota, Florida

REC 1080 PG 99

ARTICLE VIII
OFFICERS

REC 1080 PG 100

The affairs of the Association shall be managed by a President, Vice President, Secretary and Treasurer. The officers of the Association shall be elected annually by the Board of Directors of the Association in accordance with the provisions of the By-Laws of the Association. The names of the officers who are to serve until replaced in accordance with these Articles of Incorporation are:

President	Robert A. Morris, Jr.
Vice President- Secretary	Michael McGillicuddy
Treasurer	Rick Alexander

ARTICLE IX
INDEMNIFICATION

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

- 6 -

REC 1080 PG 100

ARTICLE X
EXCULPATION

REC 1080 PG 101

The directors and officers of the Association may lawfully and properly exercise the powers granted herein notwithstanding that some or all of them who may be directly or indirectly concerned in or with the exercise of the powers and/or the negotiation and consummation of agreements may be some or all of the persons with whom the Association enters into agreements or who own part or all of the entity with which the Association enters into agreements.

ARTICLE IX
AMENDMENT OF ARTICLES

These Articles may be amended by an affirmative vote of two thirds (2/3) of the Voting Members of the Association.

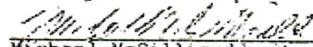
ARTICLE XII
BY-LAWS

The Association shall adopt By-Laws governing the conduct of the affairs of the Association. The first By-Laws shall provide the method by which they may be altered, amended, or rescinded.

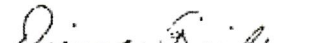
ARTICLE XIII
PRINCIPAL PLACE OF BUSINESS

The principal place of business of this corporation shall be located at 3247 Geneva Road, Sarasota, Florida, or at such other place or places as may be designated from time to time by the Board of Directors.

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 7th day of February, 1975.

 (SEAL)
Michael McGillicuddy

 (SEAL)
ROBERT A. MORRIS, JR.

 (SEAL)
Dianna Reid

REC 1080 PG 101

- 7 -

STATE OF FLORIDA)
COUNTY OF SARASOTA)

PFC 1080 pg 102

BEFORE ME, the undersigned authority, personally appeared Michael McGillicuddy, Robert A. Morris, Jr., and Dianna Reid, to me well known and known to me to be the persons described in and who executed the foregoing Articles of Incorporation, and they severally acknowledged before me that they executed the same freely and voluntarily and for the purposes therein expressed.

WITNESS my hand and official seal at Sarasota, State and County aforesaid, this 7th day of February, 1975.

(Signature)

Notary Public, State of Florida at Large
My Commission expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 22, 1975
Sarasota, Florida

PFC 1080 pg 102

VILLAGE BROOKE CONDOMINIUM
MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of July, 1975, by and between VILLAGE BROOKE MANAGEMENT COMPANY, INC., a Florida corporation (hereinafter referred to as "Management Company"), and VILLAGE BROOKE CONDOMINIUM ASSOCIATION, INC., a Florida corporation Not for Profit (hereinafter referred to as "Association");

WITNESSETH:

That the parties hereto desire to enter into an Agreement for the performance of maintenance and management services as hereinafter described on the Condominium Property of VILLAGE BROOKE CONDOMINIUM I.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

SECTION 1. EMPLOYMENT OF MANAGEMENT COMPANY. The Association appoints the Management Company as manager of Village Brooke Condominium I as presently and hereafter constituted and delegates to the Management Company those duties, powers and rights set forth in this agreement. The Management Company accepts the appointment as manager under the terms and conditions of this agreement. Management Company understands that the function of the Association is the operation and management of the Condominium. Notwithstanding the authority granted herein, the Management Company will confer fully and freely with the Directors of the Association in the performance of its duties and will attend membership or Directors meetings at reasonable times as requested by the Association.

SECTION 2. DEFINITIONS. All terms used herein shall have the same meanings as attributed to them in the Declaration of Condominium of Village Brooke Condominium I.

SECTION 3. TERM. This agreement shall continue in full force and effect until the Unit Owners are entitled to elect a majority of the Board as provided in Article IV of the Articles of Incorporation of the Association, provided that the Management Company may, upon thirty (30) days written notice to the Association, terminate this agreement at any time after the expiration of three (3) years from the date of initial recording of the Declaration of Condominium of Village Brooke Condominium I. This agreement is also subject to cancellation by Unit Owners, pursuant to Chapter 711 of the Florida Statutes.

SECTION 4. DUTIES AND RIGHTS. Unless modified by this agreement, the Management Company shall have the rights, powers, duties and obligations of the Association set forth in Sections 11, 13, 14, 15, 16, 20 and 21 of the Declaration, including, but not limited to:

(a) Procuring and maintaining in companies selected by the Management Company (i) the insurance coverage required by the Declaration and (ii) such other insurance as the Association may direct the Management Company to obtain for the Association from time to time; provided that, the Association shall pay to Management Company, in addition to sums provided for in Schedule 1, any premiums for insurance purchased pursuant to this subdivision (ii). Also, with respect to reconstruction or repairs provided for in Section 14 of the Declaration, the Management Company shall have no responsibility for such reconstruction or repairs unless the Association shall pay the Management Company, in addition to sums provided for in Schedule 1, the funds necessary for such reconstruction and repair less insurance proceeds, if any.

(b) Providing CATV service to the Units. The Management Company shall not be responsible for the maintenance and servicing of any Unit Owners television set.

(c) Cutting, watering, seeding and fertilizing the grass, and trimming, watering and fertilizing the shrubbery. Management Company shall not be required to replace any part of the lawn or shrubbery, or be responsible for any damage caused to any part of the lawn or shrubbery by the elements, malicious mischief, vandalism, or by an act of God, except to the extent that the Association provides, in addition to sums provided for in Schedule 1, funds to pay the cost of such work.

(d) Keeping and maintaining the parking areas, roadways and sidewalks on the Condominium Property neat and presentable at all times. This is the only service with reference to the parking areas, roadways and sidewalks for which the Management Company is responsible.

(e) Servicing and Maintaining lighting for the exterior of the Condominium buildings and Common Elements.

(f) Maintaining the exterior of the Condominium buildings. The Management Company shall have the right to determine all exterior color schemes and shall have the duty to furnish the necessary repairs to preserve the exterior appearance of the buildings. All walls inside screen porch areas are considered interior walls rather than exterior walls. The Management Company shall NOT be responsible for the washing of windows or replacement of same, and shall not be responsible for the maintenance of any screens.

(g) Providing garbage and trash collections and pest control service at reasonable intervals for all Unit Owners and for Common Elements.

(h) Paying for water and sewerage service.

(i) Maintaining, servicing, and repairing the water and sewer lines and appurtenances thereto located on the Condominium Property and lying outside the buildings; except that the Management Company shall not be responsible for repairs which are the responsibility of the utility company providing the service.

(j) Purchasing on behalf of the Association all equipment, tools, materials, and supplies necessary for maintenance of the Condominium Property.

(k) Providing for or contracting for security service for security protection.

(l) Establishing escrow accounts for insurance, taxes and such other purposes as it may from time to time determine necessary.

(m) Hiring, discharging and compensating in its own name all personnel necessary for the efficient discharge of its duties hereunder; and

(n) Levying and collecting Assessments from the Unit Owners for payment of Common Expenses. The Management Company may levy a late charge of Twenty-five Dollars (\$25.00) on any Unit Owner whose Assessment is unpaid for over ten (10) days and recover reasonable attorneys' fees incurred incident to the collection of such Assessment together with interest thereon at the rate of ten percent (10%) per annum. The Management Company may assign its claim and lien rights, or either of them, for the recovery of unpaid Assessments.

(o) Levying and collecting such other fees, charges, or assessments as the Association is entitled to levy and collect.

SECTION 5. LIABILITY OF MANAGEMENT COMPANY. The Management Company shall not be liable and the Association agrees to indemnify Management Company against liability for any accident, injury, breakage or damage of any machinery or appliances not attributable solely to the action or inaction of the Management Company or any of its employees, agents or servants. Management Company shall not be liable to the Association or any Unit Owner for any loss, damage, or delay in furnishing materials or failure to perform duties hereunder when such is caused by acts of God, fire, flood, strike, acts of civil or military authorities, by insurrection or riot, or by any other cause which is not within the reasonable control of Management Company.

SECTION 6. INITIAL OPERATING EXPENSES. The charges to be assessed by the Management Company in return for providing the above services shall be as set forth in Schedule 1. These charges shall be assessed on an annual basis (pro-rated in the first and last year of this agreement, if necessary) but shall be payable monthly. Other assessments, charges and fees may be made and collected by the Association or by the Management Company for the Association, for services or costs not provided for in this Agreement. Schedule 1 is applicable only to the units contained within the Phase 1 property and shall continue in effect for a period of two (2) years from the date of initial recording of the Declaration. After said date, each Phase 1 Unit Owner may be assessed his proportionate share of the actual cost of providing the services set forth herein to the Phase I property and Subsequent Phases. The Management Company may guarantee the provision of services provided for herein to Unit Owners in Subsequent Phases for a period ending earlier or later than two (2) years after the date of initial recording of the Declaration at rates other than that specified herein.

SECTION 7. OTHER OPERATING EXPENSES. In the event that Subsequent Phases become a part of Village Brooke Condominiums the Management Company and Association may agree, prior to the addition of each Subsequent Phase, on a method of reimbursement in return for the provision of any or all of the services provided for herein. Upon agreement, said agreement shall be attached hereto, signed by the Management Company and Association, and recorded with the Amendment of Declaration for the appropriate Subsequent Phase.

SECTION 8. OBLIGATIONS OF UNIT OWNERS. Each Unit Owner shall be personally liable for payment to the Management Company for his Assessment (which shall be payable monthly in advance), commencing on the date of closing or occupancy of his Unit,

whichever shall first occur. In the event that Unit Owner fails to pay the specified amount on or before the tenth day of each month, the Management Company is authorized to discontinue and terminate water services provided to such Unit until said Unit Owner shall have made full payment in accordance with the terms and conditions of this Agreement and to pursue such other remedies as the Association or the Management Company may have under the Condominium Documents.

SECTION 9. LIMITATION OF MAINTENANCE DUTIES. Notwithstanding any provisions of the Declaration, Bylaws of the Association, or this agreement to the contrary, the duties of the Management Company consist of furnishing only the services, maintenance and repairs of existing improvements on the Condominium property as herein set forth and Management Company shall not be responsible for the replacement of such improvements or any portion of them unless funds in addition to the sums provided for in Schedule 1 are paid to the Management Company by the Association or Unit Owners.

SECTION 10. RETENTION OF FUNDS. Any portion of the payments made pursuant to this agreement which are not expended for the performance of the Management Company's duties hereunder in the year collected (except Management Company's compensation), shall be retained by the Management Company and expended for such purpose in any subsequent year, or used to repay Management Company for any loss incurred by it on account of such duties for any preceding year. No funds retained by Management Company for expenses in any subsequent year shall be considered in determining the amount of payments to be assessed for such subsequent years. At the end of the term of this Maintenance Agreement, any funds so retained which have not been expended for the performance of Management Company's duties hereunder will be paid over to the Reserve Fund provided for by section 18 of the Declaration and used for the purpose stated therein, or used by the Association for the coming year's Common Expenses.

SECTION 11. LIEN FOR UNPAID ASSESSMENTS. The Management Company shall have a lien against each Condominium Parcel for any Assessments charged against that Parcel, costs incurred in collecting the Assessment, late charges assessed, attorneys' fees, and any accumulated interest thereon. Such lien shall relate back to the date of recording of this agreement and shall be prior and superior to any subsequent lien or encumbrance, except that this lien shall be subordinate and inferior to the lien of any Institutional First Mortgagee.

SECTION 12. NOTICES TO THE MANAGEMENT COMPANY. Notices to the Management Company shall be delivered by registered or certified mail at:

Village Brooke Management
3247 Beneva Road
Sarasota, Florida

All notices shall be deemed and considered sent when deposited in the United States Mail, postage prepaid, and addressed as aforesaid.

SECTION 13. ADDITIONAL COMPENSATION. The Management Company may install upon the Common Elements coin operated laundry and vending machines and pay telephones either owned or rented by the Management Company. This right is an exclusive right and the net proceeds from the operation of the laundry and vending machines and telephones shall be additional compensation for the Management Company. All utilities required for the operation of the vending or laundry machines shall be the cost of the Management Company.

SECTION 14. BINDING EFFECT. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

SECTION 15. ASSIGNABILITY. This agreement may be assigned by the Management Company without the consent of the Association.

SECTION 16. CAPTIONS. The captions used in this agreement are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any text of this agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Jay C. Billings
R. B. Boyer
As to Management Company

VILLAGE BROOKE MANAGEMENT COMPANY, INC.

By Robert D. Mowin

Jay C. Billings
R. B. Boyer
As to the Association

VILLAGE BROOKE CONDOMINIUM ASSOCIATION, INC.

By Robert D. Mowin
Michael J. Mowin
Attest - Secretary

(Corporate Seal)

The undersigned, VILLAGE BROOKE ASSOCIATES, hereby guarantees the performance by VILLAGE BROOKE MANAGEMENT COMPANY, INC. of its obligations under this contract at the prices stated herein.

Jay C. Billings
R. B. Boyer

VILLAGE BROOKE ASSOCIATES

Robert D. Mowin

SCHEDULE 1

It is anticipated that expenses will fall into the following categories:

- Salaries
- Mortgage on Association's Unit
- Payroll Taxes
- Workmen's Compensation
- Office Supplies
- Phone
- Common Elements Electricity
- Maintenance
- Security
- Trash Collection
- Pest Control
- Community Television
- Liability and Casualty Insurance
- Water and Sewer
- Contingency

With respect to each of the units contained within the Phase 1 property, the Management Company is authorized to assess \$ 48.00 for the first year of operation and \$ 51.00 for the second year of operation.

630478

FILED AND RECORDED
R. J. HANSEN, CLERK
MAR 27 2 34 PM '75

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BOOK AND PAGE _____ BOOKS 0 520479

TITLE VILLAGE BROOKS CONDOMINIUM I

AMOUNT \$45.00

CONDO UNIT BOOK 0 PAGES 39 thru 39C

PLAT BOOK _____ TAGS _____

REC 1080 PG 112