

Association Property. The amount of the assessment shall be established by the Association and may be changed from time to time. The Association shall determine those capital improvements to be replaced, acquired or repaired with the deposits in the Fund. The proportionate interest of any Owner in any reserve for replacements shall be considered an appurtenance of his condominium Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Condominium Unit to which it appertains and shall be deemed to be transferred with such Condominium Unit.

....

SECTION 19. NOTICES

19.01 Unit Owners. Whenever notices are required to be sent hereunder to Unit Owners, such notices may be delivered either personally or by mail, addressed to such Unit Owner's Unit address, unless the Unit Owner had, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association ~~or the Developer~~ shall be given by the affidavit of the person mailing or personally delivering said notice.

....

~~19.03 Developer---Notices--to--the--Developer--shall--be delivered--by--registered--or--certified--mail--at:~~

Village-Brooke-Associates
3247-Beneva-Road
Sarasota,-Florida

(Renumber subsequent subsection.)

SECTION 21. MISCELLANEOUS PROVISIONS.

....

21.02 Combining Units. Nothing set forth in this Declaration shall be construed to prohibit the ~~Developer or the Association~~ from authorizing the removal of or removing any party wall between any Condominium Units in order that the said Units might be used together as one integral Unit. If the joinder of two or more Units into a single Unit is permitted, all Assessments, voting rights, and the share of the Common Elements shall be calculated as if such Units were maintained as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one. The Unit Owner of such combined Units shall be treated as the Unit Owner of as many Units as have been so combined.

21.03 Attorney's Fees. In addition to the remedies provided in the Condominium Act Section 711-23, Florida Statutes, should the Association ~~or the Developer, or on behalf of the Association, or on its own behalf~~, find it necessary to employ an attorney at law to enforce any obligation of a Unit Owner under the Condominium Documents, the offending Unit Owner shall

the Association (or any Board member, officer, or agent of the Association) ~~or the Developer (or any agent or partner in or of the Developer)~~, the complaining party shall transmit the substance of the claim, complaint, dispute or dissatisfaction and deal with the Association ~~or Developer, as the case may be~~, in the following manner:

(a) The nature of the claim, complaint, dispute or dissatisfaction shall be set forth in writing and delivered to the Association ~~or Developer, as the case may be~~;

(b) Within twenty (20) days of receipt of the writing, the party receiving said notice shall deal with the claim, complaint, dispute or dissatisfaction in such manner as said party shall determine, in their sole discretion;

(c) If the complaining party is for whatever reason not satisfied with the response of the Association ~~or Developer, as the case may be~~, the complaining party shall have the right to request in writing a private meeting with the Board of Directors of the Association ~~or Developer, as the case may be~~, and the Board of Directors ~~or Developer, as the case may be~~, shall be obligated to comply with such request within twenty (20) days;

(d) The complaining party may proceed with other remedies, including legal action, only after the passage of twenty (20) days from the date of the meeting.

...

21.11 Acceptance by Association. The Association, by its execution of this Declaration of Condominium, approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration and Exhibits attached hereto. The Unit Owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium Parcel, and other parties, by virtue of their occupancy of Units, hereby approve the foregoing and all of the terms and conditions, duties and obligations set forth in the Condominium Documents, ~~including the acknowledgments set forth in Section 17 hereof.~~

...

21.14 Pets. Except for those pets, still living, which were authorized and grandfathered prior to February 22, 1980 (if any), all pets are prohibited upon the condominium property; provided that, aquarium fish and small caged birds may be kept inside a unit. The Association shall have the right to ~~prohibit pets or to establish the terms and conditions upon which pets may be kept or maintained by Unit Owners in their Units or on the Common Elements, including the right to establish pet-walking areas and to require the removal of pets that are a nuisance. A reasonable pet fee may be established by the Association and the Association shall have the right to enforce the collection of such fee from pet owners in the same manner as provided in Section 11 for the collection of assessments.~~

...

ARTICLES OF INCORPORATION

ARTICLE II.

PURPOSES

This corporation is organized to operate and manage the Village Brooke Condominiums ~~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 Declarations, 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~~ 718, Florida Statutes.

ARTICLE III.

POWERS

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 718~~711~~, Florida Statutes, as the same may be hereafter amended from time to time, which Condominium Act provisions are adopted and included herein by express reference, except where variances are permitted by law and appear in the Declarations, or these Articles of Incorporation or the Bylaws of the Association, and all the powers reasonably necessary to implement the powers of the Association, which powers shall include, but are not limited to, the power:

...

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.

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.

E A. 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.

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

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

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 VII.

BOARD OF DIRECTORS

Dianna Reid

809-G-Puttie
Sarasota, Florida

BOOK 2476 PAGE 2501

ARTICLE VIII.

OFFICERS

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	Michael McGillicuddy
---Secretary	
Treasurer	Rick Alexander

ARTICLE IX.

INDEMNIFICATION

1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, 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 attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor 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 (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings 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

merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

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 proceedings upon receipt of an undertaking by or on behalf of the affected director, officer, or committee member to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article, or as otherwise permitted by law.

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, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

5. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, or committee member 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. Notwithstanding anything in this Article to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

6. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article may not be amended without the prior written consent of all persons whose interest would be adversely affected by such an amendment.

(Substantial revision of Article. The existing provisions regarding indemnification are deleted in their entirety and replaced with the language underlined above. See current Article IX for present text.)

ARTICLE X.

EXCULPATION

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

ARTICLE XXI.

AMENDMENT OF ARTICLES

Amendments to these Articles of Incorporation may be proposed by either the Board of Directors, or by not less than twenty percent (20%) of the members of the Association. Upon such proposal, these Articles may be amended by an affirmative vote of two thirds (2/3) of the Voting Members of the Association.

(The remainder of the Articles of Incorporation is unchanged.)

BYLAWS

These are the Bylaws of Village Brooke Condominium Association, Inc. (hereinafter called "Association"), a corporation not for profit, incorporated under the laws of the State of Florida. The Association has been organized for the purpose of administering a Condominiums created pursuant to Chapter ~~711~~718, Florida Statutes, as amended (hereinafter called "Condominium Act"), ~~which Condominium is named Village Brooke Condominium I.~~ The Association shall also administer additional condominiums submitted to the condominium form of ownership as Subsequent Phases to Village Brooke Condominium I.

SECTION 2. MEMBERS

2.1 Qualification. The members of the Association shall consist of all owners of Condominium Residential Units in the Village Brooke Condominiums I and Subsequent Phases, and all Voting Members, and after the termination of all Condominiums shall consist of those persons who are members at the time of such termination.

2.3 Voting Member. A Voting Member shall be the owner person or owners persons entitled to vote pursuant to Article IV of the Articles of Incorporation of the Association. Each owner shall be entitled to cast one indivisible vote for each unit. If multiple owners of a unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. ~~When Unit Owners have the right to vote, that Unit Owner designated by the owner or owners of a majority interest in the Unit or,~~ In the case of a Condominium Residential Unit being owned by a legal entity other than a natural person, the person Voting Member entitled to vote shall be designated by such entity. A Voting Member must be designated by a statement Certificate, filed with the Secretary of the Association, in writing, signed by the President or Vice-President of a corporation, partner of a partnership, or trustee of a trust owners of a majority interest in the Condominium Residential Unit as the person entitled to cast the vote for all such owners. The certificate designation may be revoked and a substitute Voting

3.3 Regular Meetings. Regular meetings of the members of the Association shall be held ~~on the second Monday in January at a time, date and place selected by the Board of Directors of each year following the Initial Meeting of Unit Owners.~~

3.5 Notice. Unless waived in writing, the President, Vice-President or Secretary shall give written notice of every meeting, special or regular, of the members of the Association, stating the time, place and object thereof, shall to be delivered or mailed to each Voting Member at such member's address as shown in the books of the Association at least fourteen (14) days and not more than sixty (60) days prior to such meeting, and shall to be posted at a conspicuous place on the condominium property at least fourteen (14) days prior to said meeting. Notice of meeting may be waived before or after the meetings. The notice shall include an agenda for all known substantive matters to be discussed, or have such agenda attached to it. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notwithstanding the above, any membership meeting or election at which one or more directors are to be elected shall be noticed and conducted as provided in Section 4.5 of these Bylaws.

~~3.7 Unit Owners' Initial Meeting. At such time as the Unit Owners shall be entitled to elect not less than one-third (1/3) of the Members of the Board pursuant to Article IV of the Articles of Incorporation, the Secretary of the Association shall call a meeting of the Unit Owners upon notice of not less than thirty (30) days nor more than forty (40) days for the sole purpose of electing the Board Member or Members they are entitled to elect. Regular Meetings shall be held thereafter for this sole purpose until such time as the Unit Owners shall be entitled to elect a majority of the Board pursuant to Article IV of the Articles of Incorporation.~~

3.8 Proxies. Votes may be cast in person or by proxy, except for director elections which shall be conducted in accordance with Section 4.5 hereof. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

Except as specifically otherwise provided by law, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration;

or general, shall be used in the election of Board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. An executed telegram or cablegram appearing to have been transmitted by the proxy giver, or a photographic, photostatic, 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.

~~At any meeting of the members or voting members of the Association, those persons entitled to vote shall be entitled to vote in person or by proxy(ies), provided that no proxy(ies) shall be valid unless filed with the Secretary at or prior to the meeting to which it applies. A proxy(ies) shall contain the name of the unit owner who is to vote the proxy(ies) and may specifically designate the name of the candidate he or she is casting their ballot for. If a specific candidate is designated, the Secretary will record the proxy(ies) and tally it as a vote for the candidate named. No proxy(ies) shall be valid unless it is granted to a person who is a unit owner. No proxy(ies) voted may be cast on behalf of a voting member who is present at a meeting.~~

...

(Renumber subsequent subsections.)

SECTION 4. DIRECTORS

...

4.2 Term. Each director shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify, ~~except that the first Board of Directors shall serve until the Unit Owners' Initial Meeting.~~

4.3 Qualifications. Each director shall be a member of the Association, a spouse of such member (so long as no more than one person per unit household is represented on the Board and sufficient proof of marriage can be provided), or a person exercising the rights of an owner which is not a natural person. ~~First Board of Directors. The first Board of Directors shall consist of Robert A. Morris, Jr., Michael McGillicuddy, and Diana Reid, who shall hold office and exercise all powers of the Board until the Unit Owners' Initial Meeting; provided, any or all of said directors shall be subject to replacement in the event of resignation or incapacity as provided in paragraph 4.4 herein.~~

...

4.5 Election of directors. The Board of Directors shall consist of seven Directors. The regular election shall occur on the date of the annual meeting. At the next annual meeting, the Board of Directors shall be elected to staggered terms. The method for election of directors to such staggered terms shall be as follows: the elected directors shall be ranked in order of votes received, from highest to lowest;

(a) Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the board of directors shall give written notice to the Association not less than 40 days before the scheduled election; however, the Board shall hold a meeting within five (5) days after this forty-day (40 day) deadline at which it will accept additional candidate nominations for the Board. Not less than 30 days before the election meeting, the Association shall then mail or deliver a second notice of the meeting to all unit owners entitled to vote, together with a written ballot which shall list all candidates. Upon request of a candidate, the Association shall include with this second notice an information sheet, no larger than 8 1/2 inches by 11 inches, furnished by the candidate, with the costs of mailing and copying to be borne by the Association.

(b) At the discretion of the Board of Directors, either ballots or a voting machine will be available for use by those owners attending the meeting in person. A unit owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance but no unit owner shall permit another person to cast his ballot and any such ballots improperly cast shall be deemed invalid.

(c) There is no quorum requirement or minimum number of votes necessary for election; however, at least twenty per cent (20%) of the eligible voters must cast a ballot in order to have a valid election. Elections shall be decided by a plurality of those votes cast.

(d) The Board of Directors may appoint a committee to explain the role of Board members, encourage eligible persons to volunteer to serve on the Board, and generally strive to ensure that a sufficient number of candidates will respond to the first election notice to allow all vacancies to be filled. The committee, if appointed, shall not nominate or recommend specific persons for election to the Board, but instead shall generally recruit and encourage eligible persons to run as candidates for election to the Board.

(e) Notwithstanding the foregoing provisions of this Section 4.5, an election and balloting is not required unless the number of actual candidates for the Board of Directors outnumbers the actual vacancies on the Board of Directors.

~~After the initial meeting of Unit Owners, the directors which the Unit Owners are empowered to elect pursuant to Article IV of the Articles of Incorporation shall be elected at the annual meeting of the members as follows:~~

~~4-5-1 A nominating committee of three (3) members shall be appointed by the President with the approval of the Board of Directors not less than thirty (30) days prior to the members' meeting. The committee shall nominate one (1) person for each director's seat for which the Unit Owners are entitled to elect a Director. Additional nominations may be made~~

~~(unless dispensed with by unanimous consent). The nominees receiving the greatest number of votes cast shall be elected. Voting shall be non-cumulative.~~

4.6 Removal. Directors may be removed for cause by an affirmative vote of two-thirds (2/3) of the Voting Members. ~~After the Initial Meeting of Unit Owners,~~ No director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever, ~~except that the Director or Directors serving at the pleasure of the Developer need not be Unit Owners or reside on the Exhibit C property.~~

4.7 Powers and Duties of Board of Directors. All of the powers and duties of the Association under the Condominium Act and the Condominium Documents shall be exercised by the Board of Directors, or its delegate, subject only to approval by Unit Owners and institutional mortgagees when such approval is specifically required. The powers and duties of the Board shall include but are not limited to the following:

4.7.7 Employ. To employ and contract ~~with the developer or maintenance service contractor or manager, or either of them,~~ for the maintenance, service and management of the Common Elements and to delegate to such contractor and manager, or either of them, any of the powers it possesses.

SECTION 5. DIRECTORS' MEETINGS

5.1 Organizational Meetings. The first meeting of each new Board elected by the members shall be held immediately upon adjournment of the meeting at which they were elected or as soon thereafter as may be practicable. Notice of the organizational Board meeting shall be posted conspicuously upon the condominium property, at least 48 hours in advance, including an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. The annual meeting of the Board shall be held at the same place as the general members' meeting.

5.4 Waiver of Notice of Board Meetings. NO notice of a Board meeting to Board Members shall be required if the directors meet by unanimous written consent. The directors may, by resolution duly adopted, establish regular monthly, quarter-annual or semi-annual meetings. If such resolution is adopted, no notice to Board Members of such regular meetings of the Board shall be required. Meetings of the Board shall be open to Unit Owners who may participate in accordance with the policy established from time to time by the Board of Directors. and Notice of meetings shall be posted conspicuously at a designated location upon the Condominium Property at least forty-eight (48) hours in advance for the attention of Unit Owners except in an emergency, in which case the notice shall be posted as soon as practicable after the need for the emergency meeting is known by

assessments. Written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be discussed or approved, shall be mailed or delivered to the unit owners and posted at a designated location on the Condominium Property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the Secretary to be filed among the official records of the Association.

...

5.9 Any Director who is absent from more than three (3) consecutive regular meetings of the Board shall be deemed to have resigned from the Board automatically, effective when accepted by the Board, unless excused by resolution of the Board.

SECTION 6. OFFICERS

6.1 Officers. The executive officers of the Association shall be a President, Vice President, Treasurer, and Secretary, each of whom shall be elected at the annual meeting of the Board of Directors. Any two of said offices may be held by one person except that the President shall not also be the Treasurer, Secretary or an Assistant Secretary of the corporation. The Board may elect more than one Vice President. The Board may appoint such other officers and agents that it may deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board. All officers shall also be elected Directors.

6.2 Qualification. ~~After the Unit Owners are entitled to elect a majority of the Board of Directors,~~ No person shall be entitled to hold office except a Unit Owner. No officer, except the President, need be a member of the Board.

...

6.10 Committees. Committees authorized to take action on behalf of the Board, or to make recommendations to the Board regarding the Association budget, shall conduct their affairs in the same manner as provided in these By-Laws for Board of Director meetings, unless otherwise authorized by law. All other committees may meet and conduct their affairs in private without prior notice or owner participation.

SECTION 7. APPROVAL BY VOTING MEMBERS

7.1 The association shall act through its Board of Directors and only the following matters shall require an affirmative vote of the Voting Members of the Association:

Matter to be Approved	Approval Required
-----------------------	-------------------

...

(6) Enactment or repeal of Rules and Regulations	Majority of the Voting Members
---	---

(Renumber subsequent paragraphs.)

7.2 A resolution advancing an amendment to the Declarations, Articles of Incorporation or Bylaws may be proposed by either the Board of Directors or by not less than twenty percent (20%) of the members of the Association.

SECTION 8. CONDUCT OF MEETING

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

SECTION 9. FISCAL MANAGEMENT

9.2 Budget/Financial Reports. The Board of Directors shall adopt a projected operating budget for each calendar year, which shall include the estimated funds required to defray the current expenses and may estimate the funds necessary to repair or replace capital improvements. Financial reports shall be prepared and distributed according to law. So long as the Developer is in control of the Board, the Board shall not impose an assessment for a year greater than 15% of the prior fiscal year or calendar year's assessment without approval of a majority of Unit Owners.

9.5 Fidelity Bonds. Fidelity Bonds shall be required for the President, Secretary, Treasurer and all persons handling or responsible for authorized to sign Association checks funds. The amount of such bonds shall be determined by the Board to adequately protect the Association and comply with minimal requirements imposed by law. The premiums for such bonds shall be paid by the Association as a common expense, unless otherwise provided by contract between the Association and an independent management company.

9.6 Contracts. All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. The Association shall obtain competitive bids for any contract which requires payment exceeding five percent (5%) of the total annual budget of the Association, including reserves (except for contracts with employees of the Association, attorneys, accountants, engineers and landscape architects), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.

9.7 Special Assessments Assessments for common

11.1 Foreclosure. In the event a Unit Owner does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting in its own behalf or through its Board of Directors or the Manager acting on behalf of the Association, may foreclose the lien encumbering said Unit Owner's Parcel created by non-payment of the required monies in the same manner as mortgage liens are foreclosed. In addition, all sums not paid on or before thirty (30) days after the due date shall bear interest up to the highest rate authorized by law from the date when due until paid, and/or shall be assessed an administrative late fee up to the highest rate authorized by law, as determined by the Board of Directors. The Association shall be entitled to have appointment of a receiver if it so requires. The Association shall have the right to bid on the Condominium Parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, or in addition thereto, the Association may bring suit to recover a money judgment for sums, charges or assessments required to be paid to the Association without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a Unit Owner, the Association shall be entitled to recover the costs thereof, together with a reasonable attorney's fee. Partial payment of delinquent assessments by a Unit Owner shall be applied first to interest charges, then to any administrative late fee, then to any costs and attorney's fees incurred in collection, and then to the assessment payment first due.

SECTION 15. MANDATORY ARBITRATION OF DISPUTES.

15.1 Prior to commencing litigation, unresolved disputes between the Board and unit owners as defined in §718.1255(1), Florida Statutes, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act. This provision shall be in effect only so long as the Condominium Act mandates such arbitration.

SECTION 16. FINES.

16.1 The Board of Directors may levy a fine, against an owner, not to exceed \$100.00 per violation, for each violation by the owner, or his or her tenants, guests or visitors, of the Declaration, Articles, By-Laws, or rules or regulations, and a separate fine for each repeat or continued violation, provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

(The remainder of the Bylaws is unchanged.)

VILLAGE BROOKE CONDOMINIUM ASSOCIATION, INC.

[Signature]
Witness

BY: [Signature]
Walter Pierce, III, President

KENN MCINTYRE
Printed Signature

ATTEST: [Signature]
Ruth Cohen, Secretary

[Signature]
Witness

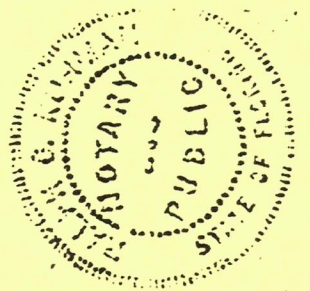
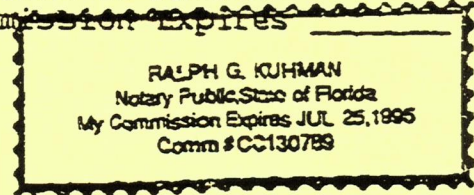
PATRICIA A. CRAMER
Printed Signature

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27th day of JANUARY, 1993 by Walter Pierce, III as President and Ruth Cohen, as Secretary of VILLAGE BROOK CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did (did not) take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

[Signature]
Notary Public
Printed Name RALPH G. KUHMANN

State of Florida
My Commission Expires _____



RECORDED
REC'D
93 FEB -
KAREN
CLERK OF
SARASOTA

BOOK 2476
PAGE 2511

This instrument was prepared by:
KEVIN L. EDWARDS, Esquire,
BECKER & POLIAKOFF, P.A.
630 South Orange Avenue - Third Floor
Sarasota, FL 34236



**NOTICE WITH RESPECT TO THE
HOUSING FOR OLDER PERSONS ACT OF 1995 (HOPA)**

RE: The Declarations of Condominium ("Declarations") for VILLAGE BROOKE CONDOMINIUM I, VILLAGE BROOKE CONDOMINIUM II and VILLAGE BROOK CONDOMINIUM III (collectively referred to as "Village Brooke") having been recorded in O.R. Book 1080, Page 40, et seq., O.R. Book 1227, Page 2055, et seq. and O.R. Book 1262, Page 1681, et seq., respectively, all of the Public Records of Sarasota County, Florida.

Article 21.15 of the Declarations provide that children under the age of eighteen (18) may not permanently reside in Village Brooke. Under the guidelines established by (HOPA), an Association is not able to enforce such a restriction unless it qualifies for an exemption under the aforementioned Act. As Village Brooke does not currently qualify for an exemption, it cannot and will not enforce the age restriction contained in Article 21.15 of the Declarations unless and until applicable law is amended to allow for such enforcement or unless and until the Association qualifies for an exemption under applicable laws allowing it to enforce the age restriction.

IN WITNESS WHEREOF, we have affixed our hands this 13th day of DECEMBER 2005, at Sarasota, Sarasota County, Florida.

WITNESSES

Sign Beverly J. Silke

Print Beverly J. Silke

Sign Michael Wiczorek

Print Michael Wiczorek

VILLAGE BROOKE CONDOMINIUM
ASSOC., INC.

By: Jeff Banks, President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13th day of DECEMBER, 2005, JEFF BANKS, as President of Village Brooke Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known OR
Produced Identification

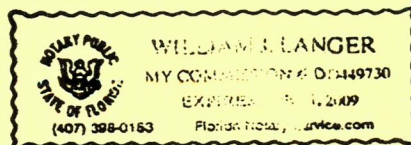
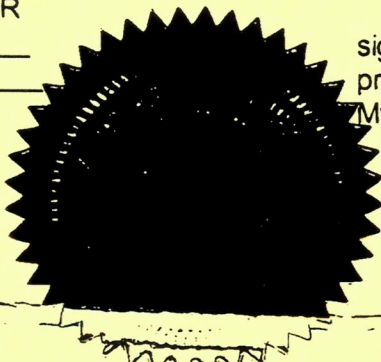
Type of Identification _____

128824_1.DOC

NOTARY PUBLIC - STATE OF FLORIDA

sign William J. Langer
print WILLIAM J. LANGER

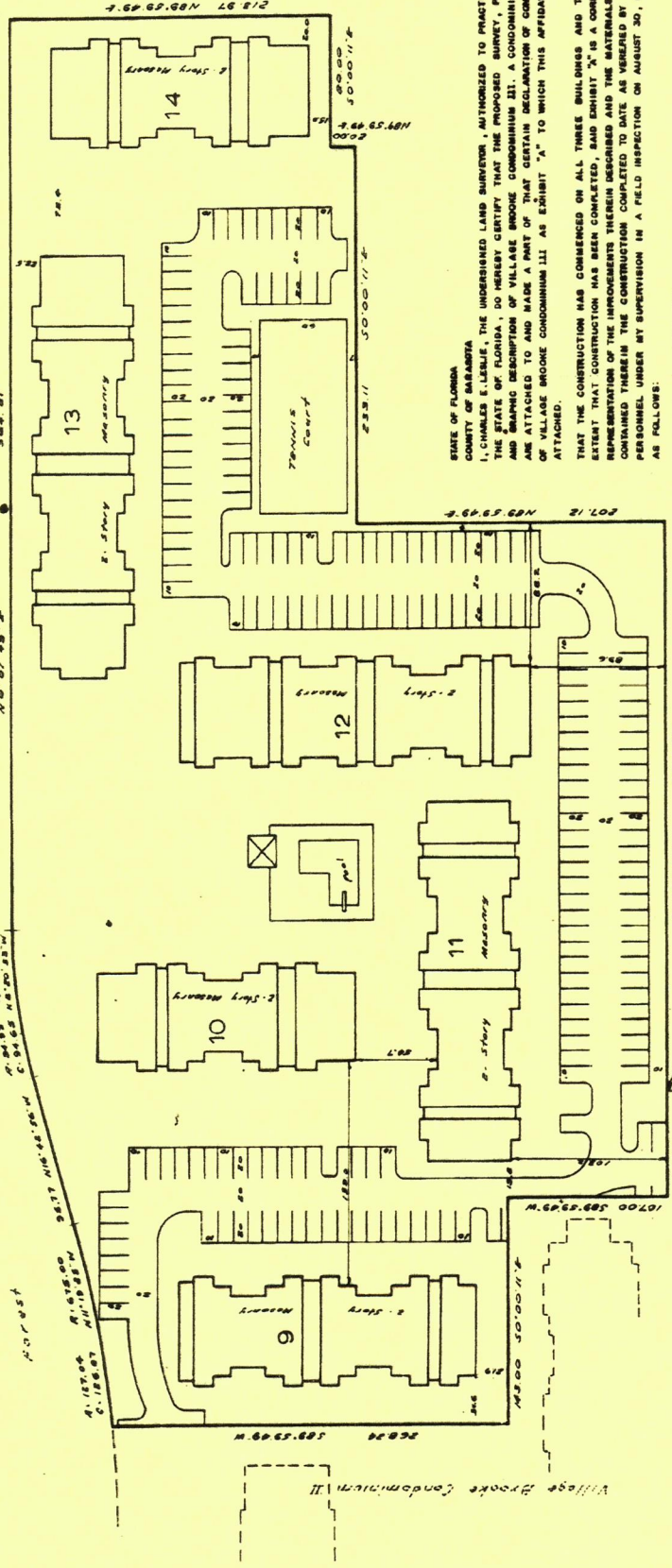
My Commission expires: JULY 11, 2009



VILLAGE BROOKE CONDOMINIUM III

872240

A PROPOSED CONDOMINIUM SECTION 34, TOWNSHIP 36S, RANGE 18 E FLORIDA SARASOTA COUNTY



STATE OF FLORIDA
 COUNTY OF SARASOTA
 I, CHARLES E. LESLIE, THE UNDERSIGNED LAND SURVEYOR, AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE PROPOSED SURVEY, PLOT PLAN AND MAPING DESCRIPTION OF VILLAGE BROOKE CONDOMINIUM III, A CONDOMINIUM OF VILLAGE BROOKE CONDOMINIUM III AS EXHIBIT "A," TO WHICH THIS AFFIDAVIT IS ATTACHED.

THAT THE CONSTRUCTION HAS COMMENCED ON ALL THREE BUILDINGS AND TO THE EXTENT THAT CONSTRUCTION HAS BEEN COMPLETED, SAID EXHIBIT "A" IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS THEREIN DESCRIBED AND THE MATERIALS CONTAINED THEREIN THE CONSTRUCTION COMPLETED TO DATE AS VIEWED BY THE PERSONNEL UNDER MY SUPERVISION IN A FIELD INSPECTION ON AUGUST 20, 1978 IS AS FOLLOWS:

- BUILDING 9 - COMPLETE
- BUILDING 10, 11 - FOUNDATION ONLY
- BUILDING 12, 13, 14 - PROPOSED
- RECREATION AREA PROPOSED
- ROADS AND PARKING UNDER CONSTRUCTION

THAT FROM SAID EXHIBIT "A," THERE CAN BE DETERMINED THE IDENTIFICATION, LOCATION, DIMENSION AND SIZE OF THE COMMON ELEMENTS AND OF EACH UNIT.

RAMAR GROUP CONSTRUCTORS, INC.
 FLA SURVEYORS REG. N. N. 3710
 DATE: 9/1/78

PREPARED BY
 RAMAR GROUP CONSTRUCTORS INC.
 LAND SURVEYORS
 SARASOTA FLORIDA