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O.R. 1764 PG 2015

CERTIFICATE OF AMENDMENT

DECLARATIONS OF CONDOMINIUM
VILLAGE BROOKE CONDOMINIUM I
VILLAGE BROOKE CONDOMINIUM II
VILLAGE BROOKE CONDOMINIUM III

WE HEREBY CERTIFY THAT the attached amendment to the Declarations of the three Village Brooke Condominiums, which Declarations were respectively recorded at 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. of the Public Records of Sarasota County, Florida, were duly adopted by the Association membership at the adjourned annual meeting held March 11, 1985.

(Additions indicated by underlining, deletions by ----)

SECTION 15. CONVEYANCE, SALE, RENTAL, LEASE AND TRANSFER

In order to insure a community of congenial residents and thus protect the value of each Condominium Parcel, the sale, leasing, rental and transfer of Condominium Parcels by any Owner other than Developer shall be subject to the following provisions:

15.05 Application and Screening Fee. In order to permit the Association to exercise its rights as provided herein, no unit or any interest therein may be sold, leased or transferred without prior approval by the Association as provided herein, upon application to the Association for such approval on such forms the Association may provide and with such information as the Association may reasonably require. Further, no such application shall be complete unless accompanied by a payment to the Association of a fee in the amount of \$50.00, or \$25.00 for an application to lease or rent a unit to a person who has previously leased or rented a unit at Village Brooke; no such fee is required for the renewal or extension of an existing lease.

(Renumber subsequent sections)

IN WITNESS WHEREOF, we have affixed our hands this 20 day of March, 1985, at Sarasota, Fl.
Sarasota County, Florida.

WITNESSES:

VILLAGE BROOKE CONDOMINIUM
ASSOCIATION, INC.

PK
13.00
2.00

90051469

This instrument prepared
and return to:
CHAD M. McOLENATHEN, I
E.P. & S.
P.O. BOX 40875
Sarasota, Florida 34230

CERTIFICATE OF AMENDMENT TO
DECLARATIONS OF CONDOMINIUM OF
VILLAGE BROOKE CONDOMINIUM I, II AND III
and to the
ARTICLES OF INCORPORATION AND BY-LAWS OF
VILLAGE BROOKE CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED officers of Village Brooke Condominium Association, Inc., a not-for-profit corporation organized and existing to operate and maintain Village Brooke Condominium I, II and III, according to the Declarations thereof as respectively 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., all of the Public Records of Sarasota County, Florida, and according to the Articles of Incorporation thereof, which were attached as an Exhibit and recorded in O.R. Book 1227, Page 2110, et seq., Public Records of Sarasota County, Florida, and according to the By-Laws which were attached as an Exhibit and recorded in O.R. Book 1227, Page 2099, et seq., also of the Public Records of Sarasota County, Florida, hereby certify and confirm that the following amendments to the Declaration, Articles of Incorporation and By-Laws were duly adopted by not less than two-thirds (2/3rds) of all unit owners at a special meeting of the Association held on April 16, 1990. The foregoing amendments were proposed and adopted in accordance with the requirements of the condominium documents and Florida law.

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PAGE 2400

(Additions indicated by underlining, deletions by ---)

DECLARATIONS OF CONDOMINIUM

SECTION 5. CHANGES IN PLANS AND SPECIFICATIONS AND AMENDMENTS OF DECLARATION

5.03 Amendment of Declaration by Owners. This Declaration may be amended at any regular or special meeting of the Association called or convened in accordance with the Bylaws, by the affirmative vote of not less than two thirds (2/3) of the Voting Members who are present in person or by proxy of the Association. Each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Public records of Sarasota County, Florida. Unless otherwise provided herein, no such amendment shall change the proportionate share of the Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit unless the record owner(s) thereof, and all record owners of mortgages or other liens which have been voluntarily placed on a unit, shall consent in writing to the execution of the amendment. No amendment shall be effective which shall impair or prejudice the rights or priorities of any mortgages, or change the provisions of this Declaration with respect to Institutional Mortgagees without the written approval of all Institutional Mortgagees of record. The rights of the Developer shall not be subject to change without the approval of Developer.

SECTION 16. OBLIGATIONS OF UNIT OWNERS.

16.01 In addition to the other obligations and duties heretofore set out in this Declaration, no Unit Owner shall:

hatchback or convertible, and shall also include station wagons and utility vehicles such as Ford Bronco, Chevrolet Blazer, Jeeps, mini-vans (vans not exceeding 18' in length), and similar vehicles provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer and specifically excluding vehicles that have been modified by increasing their height, off-road tires, roll bars and the like.

All other motor vehicles, including but not limited to commercial vehicles (any vehicle used in a trade or business or having advertising or promotional information, symbols or materials affixed thereto) and trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been 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, and specifically including all pickup trucks) shall be prohibited from parking in any area. Moreover, commercial vans (any van used in a trade or business or having advertising or promotional information, symbols or materials affixed thereto, or designed or used principally for the carriage of goods other than the personal effects of the passenger), full-size vans, motorcycles and mopeds or similar two wheeled motor bikes, boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motorhomes, mobile homes, any and all other vehicles, other than the aforescribed, shall be prohibited from parking in any area.

Notwithstanding the above, unmodified full-size vans, and unmodified pick-up trucks under 18 feet in length, operated by guests of Unit Owners, may be temporarily parked on the Complex, east of the #1 tennis courts only, for not more than 14 days in any calendar year.

Service vehicles may be temporarily parked in the Complex during the time they are actually servicing a unit, but in no event overnight.

ARTICLES OF INCORPORATION

ARTICLE XI EX
AMENDMENT OF ARTICLES

These articles may be amended by an affirmative vote of not less than two thirds (2/3) of the Voting Members who are present in person or by proxy at a duly convened membership meeting of the Association.

BY-LAWS

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
(1) Alteration, improvements or additions to the Common Elements	Not less than 2/3 of the Voting Members who are present in person or

(7) Repeal of any Initial Rules and Regulations

proxy at a duly convened members meeting

Not less than 2/3 of the Voting Members who are present in person or by proxy at a duly convened members meeting

(9) Removal of Directors and Officers

Not less than 2/3 of the Voting Members who are present in person or by proxy at a duly convened members meeting

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DATED this 7th day of May, 1990.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this 7th day of May, 1990, at Sarasota, Sarasota County, Florida.

WITNESSES:

VILLAGE BROOKE CONDOMINIUM ASSOCIATION, INC.

Robert Williams
Charles Cross

BY: Mario Venegoni
MARIO VENEGONI, PRESIDENT

ATTEST: John Latkovich
Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

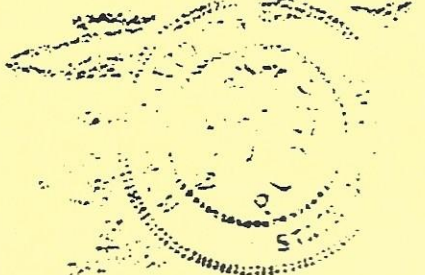
BEFORE ME, the undersigned authority, personally appeared Mario Venegoni as President and John Latkovich, as Secretary of Village Brooke Condominium Association, Inc., and acknowledged that they executed the foregoing instrument for the purposes mentioned therein, on behalf of the corporation.

WITNESS my hand and official seal this 7th day of May, 1990.

Mark Chitwood
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXPIRES
SIGNED THIS 24th DAY OF 1990



CERTIFICATE OF AMENDMENTS TO
 DECLARATIONS OF CONDOMINIUM FOR
 VILLAGE BROOKE CONDOMINIUM I,
 VILLAGE BROOKE CONDOMINIUM II, AND
 VILLAGE BROOKE CONDOMINIUM III
 AND TO
 ARTICLES OF INCORPORATION
 AND
 BYLAWS
 OF
 VILLAGE BROOKE CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED officers of Village Brooke Condominium Association, Inc., a not-for-profit corporation organized and existing to operate and maintain Village Brook Condominium I, Village Brooke Condominium II and Village Brook Condominium III, according to the Declarations thereof as 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, and according to the Articles of Incorporation thereof, which were attached as an Exhibit and recorded in O.R. Book 1227, Page 2110, et seq., Public Records of Sarasota County, Florida, and according to the By-Laws which were attached as an Exhibit and recorded in O.R. Book 1227, Page 2099, et. seq., also of the Public Records of Sarasota County, Florida, hereby certify and confirm that the following amendments to the Declaration, Articles of Incorporation and By-Laws were duly adopted by not less than two-thirds (2/3rds) of the Association members present, in person or by proxy, at a special meeting of the Association held January 18, 1993. The foregoing amendments were proposed and adopted in accordance with the requirements of the condominium documents and Florida law.

(additions indicated by underlining, deletions by "----",
 and unaffected language by . . .)

DECLARATIONS OF CONDOMINIUM

(unless otherwise indicated, the amendments pertain
 to all three Declarations)

VILLAGE BROOKE I:

WHEREAS, VILLAGE BROOKE ASSOCIATES, a Florida Partnership, ~~having its offices at 3247 Beneva Road, Sarasota, Florida~~ (herein called "Developer") owns in fee simple certain real property described as ~~Phase I~~ in the Exhibits "A", attached hereto and incorporated herein by reference, and ~~desires to submit~~ the Phase I Property to the condominium form of ownership;

NOW THEREFORE, in order to create a Condominium consisting of the ~~Phase I~~ Property and the improvements constructed ~~and to be constructed~~ thereon, to be known as "Village Brooke Condominiums I", the Developer hereby submitst ~~ed~~ the ~~Phase I~~ Property and all of its interest therein to the Florida Condominium Act (Chapter ~~711~~ 718, Florida Statutes, as amended),

VILLAGE BROOKE II:

WHEREAS, VILLAGE BROOKE ASSOCIATES, a Florida Partnership, having its offices at 3247 Beneva Road, Sarasota, Florida (herein called "Developer") owns a fee simple certain real Property described in the Exhibits "e", attached hereto and incorporated herein by reference, and is in the process of developing submitted said Property into a phased condominium known generally as Village Brooke.

WHEREAS, the Developer submitted Phase I of Village Brooke to condominium ownership on the 27th day of May, 1975, by recording Village Brooke Condominium I Declaration of Condominium ownership in Official Records Book 1080 Page 40-82 of the Public Records of Sarasota County, Florida;

WHEREAS, the Developer owns a fee simple certain real Property located within the boundaries of Exhibit "c" described as Phase II in Exhibit "A" attached hereto and incorporated herein by reference, and desires to submit the Phase II Property to the condominium form of ownership;

NOW THEREFORE, in order to create a Condominium consisting of the Phase II property and the improvements constructed and to be constructed thereon, to be known as "Village Brooke Condominiums II", the Developer hereby submitted the Phase II property and all of its interest therein to the Florida Condominium Act (Chapter 718, Florida Statutes, as amended or may hereafter be amended), and in furtherance thereof makes made the following declarations as to divisions, limitations, restrictions, covenants and conditions, and hereby declares and agrees that the Phase II property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration (which Declaration is intended to create covenants running with the land and shall be binding upon and be for the benefit of the owners and lessees of all or any part of the Condominium Property and their respective successors, heirs, executors, administrators and assigns).

VILLAGE BROOKE III:

WHEREAS, VILLAGE BROOKE ASSOCIATES, a Florida Partnership, having its offices at 3247 Beneva Road, Sarasota, Florida (herein called "Developer") owns a fee simple certain real property described in the Exhibits "e", attached hereto and incorporated herein by reference, and is in the process of developing submitted said Property into a phased condominium known generally as Village Brooke.

WHEREAS, the Developer submitted Phase I of Village Brooke to condominium ownership on the 27th day of May, 1975, by recording Village Brooke Condominium I Declaration of Condominium ownership in Official Records Book 1080, Page 40-82 of the Public Records of Sarasota County, Florida;

WHEREAS, the Developer submitted Phase II of Village Brooke to Condominium ownership on the 30th day of March, 1976, by recording Village Brooke Condominium II Declaration of

~~generally-known-as-Village-Brooke--All-references-to-subsequent-phases-in-this-Declaration-of-Condominium-should-be-disregarded-There-will-be-no-additional-development-after-the-completion-of-Phase-III-~~

NOW THEREFORE, in order to create a Condominium consisting of the Phase-III property and the improvements constructed ~~and-to-be-constructed~~ thereon, to be known as "Village Brooke Condominiums, III", the Developer hereby ~~submitst~~ed the Phase-III property and all of its interests therein to the Florida Condominium Act (Chapter 718, Florida Statutes, as amended or may hereafter be amended), and in furtherance thereof ~~makes~~ made the following declarations as to divisions, limitations, restrictions, covenants and conditions, and hereby ~~declareds~~ and ~~agrees~~s that the Phase-III Property ~~would is-held-and-shall-be~~ held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration (which Declaration is intended to create covenants running with the land and shall be binding upon and be for the benefit of the owners and lessees of all or any part of the Condominium Property and their respective successors, heirs, executors, administrators and assigns).

...

SECTION 3. DEFINITIONS.

...

3.05 Common Expenses: the expenses incurred in the maintenance, administration, improvement and repair of the Common Elements and Association Property as set forth in Section 12.01.

...

3.08 Condominium Act: The Condominium Act of the State of Florida (F.S. ~~711~~ 718, et seq.) as the same may be amended from time to time, which amendments are adopted and included herein by express reference, except where variances are permitted by law and appear in this Declaration, or the Articles of Incorporation or Bvlaws of the Association.

...

3.23 Voting Member: the person or persons entitled to vote pursuant to Article IV of the Articles of Incorporation of the Association. ~~When-Unit-Owners-have-the-right-to-vote,-that-Unit-Owner-designated-by-the-Owner-or-Owners-of-a-majority-interest-in-a-single-Condominium-Unit-to-cast-the-vote-appurtenant-to-such-Unit,-or,-in-the-case-of-a-Condominium-Unit-being-owned-by-a-legal-entity-other-than-a-natural-person,-the-person-designated-by-such-legal-entity--A-voting-member-must-be-designated-by-a-statement-filed-with-the-Secretary-of-the-Association,-in-writing,-by-the-Owners-of-a-majority-interest-in-the-Condominium-unit-as-the-person-entitled-to-cast-the-vote-for-all-such-owners--The-designation-may-be-revoked-and-a-substitute-Voting-Member-designated-at-any-time-at-least-five-(5)-days-prior-to-a-meeting--If-such-statement-is-not-filed-with-the-Secretary-at-least-five-(5)-days-prior-to-any-meeting,-no-vote-shall-be-east-at-such-meeting-by-or-for-said-Unit-Owner(s),-contrary-to-the-Membership-List-provisions-of-Section-3-2-of-the-ByLaws-of~~

Declarations for Village Brooke Condominium II & III] the Condominium Act.

SECTION 4. GENERAL DEVELOPMENT AND IDENTIFICATION

~~4.03~~ 4.02 Common Facilities. The recreation facilities to be made available by the Developer consist of a Club house, Swimming Pool, Shuffleboard Courts and two Gazebos [and tennis court in Declaration for Village Brooke Condominium II; three gazebos and two tennis courts in the Declaration for Village Brooke Condominium III]. The Developer reserves the right at any time to make the recreational facilities noted above available to all residents on the property described in Exhibit C, including residents of Rental Apartments, provided that the expenses applicable to the above listed facilities shall be prorated between Condominium Unit Owners and Occupied Rental Apartments.

(Substantial revision of Section. Current subsection 4.02, pertaining to additional projects to be constructed by the Developer, is now obsolete and thereby deleted in its entirety. See current Section 4 for present text.)

SECTION 5. ~~CHANGES-IN-PLANS-AND-SPECIFICATIONS-AND~~
AMENDMENTS OF DECLARATION

~~5.03~~ 5.01 Amendment of Declaration by Owners. Upon the submission of a resolution proposing a Declaration amendment, advanced by either the Board of Directors or by not less than twenty percent (20%) of the Members of the Association, this Declaration may be amended at any regular or special meeting of the Association called or convened in accordance with the Bylaws, by the affirmative vote of not less than two thirds (2/3) of the Members who are present in person or by proxy. Each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Public records of Sarasota County, Florida. Unless otherwise provided herein, no such amendment shall change the proportionate share of the Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit unless the record owner(s) thereof, and all record owners of mortgages or other liens which have been voluntarily placed on a Unit, shall consent in writing to the execution of the amendment. No amendment shall be effective which shall impair or prejudice the rights or priorities of any mortgages, or change the provisions of this Declaration with respect to Institutional Mortgagees without the written approval of all Institutional Mortgagees of record. The rights of the developer shall not be subject to change without the approval of Developer.

(Substantial revision of Section. Current subsections 5.01 and 5.02, pertaining to the Developer's power to change plans and specifications of the condominium, are

~~6-02~~ 6.01 Developer hereby established for its own benefit, and for the benefit of its successors and assigns, the following:

(a) An easement in common with others for ingress and egress, by vehicle or on foot, in, to, upon, over and under the passageways located on the Condominium Property.

(b) A non-exclusive easement for the benefit of the Developer, ~~its successors and assigns, and the~~ Unit Owners in ~~Phase I and subsequent Phases,~~ over the entry drive on Beneva Road and other roadways in ~~Phase I~~ for ingress and egress from and to the Condominium Property Phase I, contiguous property and Beneva Road.

(c) The right to locate utilities including sewer, gas, electricity, telephone and television cable under, upon, over, in and through the Condominium Property.

(d) ~~In the event that Subsequent Phases are submitted to condominium ownership, the~~ Unit Owners of each phase shall have a perpetual non-exclusive easement for ingress, egress, utilities and drainage over, under, through and about the common elements of each phase (including the Clubhouses and recreation facilities) and such easement shall survive until the termination of ~~all~~ the Village Brooke Condominiums phases.

(e) The right to create easements in and through the Condominium Property and to designate the beneficiaries thereof, including itself and tenants of Rental Apartments, without approval of the Association or any Unit Owners. ~~Developer shall have this right for~~ so long as it owns any portion of the property described in Exhibit C or until January 1, 1980, whichever is the longer. Easements granted by the Developer may could be perpetual or for a term of years. ~~The easements granted by Developer shall not structurally weaken the building improvements nor unreasonably interfere with the enjoyment of the Condominium Property by the Unit Owners.~~

(Substantial revision of Section. Current subsection 6.01, pertaining to various Developer rights, is now obsolete and thereby deleted in its entirety. See current Section 6 for present text.)

SECTION 7. COMMON ELEMENTS

7.02 ~~Right To Limit Use of~~ Limited Common Elements. The Association may reserve for the exclusive use of a certain number of Condominium Units areas not contained within unit boundaries, such as parking spaces, special corridors, stairways, sanitary services common to the Condominium Units of a particular building, storage rooms and the like. All such areas which are reserved for exclusive use of Units shall be Limited Common Elements and shall be treated as such for all purposes ~~except exclusivity of use.~~

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expenses of Phase I and Subsequent Phases may be commingled. The Association shall have all the powers and duties set forth in the Condominium Act, as well as all the powers and duties granted to or imposed upon it by this Declaration, the Bylaws of the Association (which are annexed hereto as Exhibit E) and its Articles of Incorporation (which are annexed hereto as Exhibit F) as they may be amended from time to time. No modification of or amendment to the Bylaws or the Articles of Incorporation of said Association, shall be valid unless set forth in or annexed to a duly recorded amendment of this Declaration. The Bylaws and the Articles of Incorporation may be amended in the manner provided for therein, but no amendment thereto shall be adopted which would affect or impair the validity or priority of any mortgagee covering any Condominium Parcel(s), or which would change the provisions thereof with respect to institutional mortgages, without written approval of all Institutional Mortgagees of record. ~~No such amendment shall change the rights and privileges of the Developer without the Developer's written approval. Until such time as the Unit Owners become entitled to elect a majority of the Members of the Board of Directors of the Association pursuant to Article IV of the Articles of Incorporation of the Association, the Board of Directors 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.~~

10.02 Every Unit Owner, whether he has acquired his ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Condominium Documents.

10.03 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain, replace and repair the Condominium Property and the Association Property, the Association shall not be liable for injury or damage, including damage to units or contents therein, other than the cost of maintenance, replacement and repair of the property to be maintained by the Association, caused by a latent condition of the property to be maintained, replaced and repaired by the Association of which the Association does not have knowledge, or caused by the elements, or by other owners, their servants, guests or invitees, or by any other persons, but it is expressly provided that in the event that the maintenance, repair, or replacement of a Unit is undertaken by the Association and the same results in incidental damage to an individual Unit, such damage shall promptly be repaired by the Association at the expense of the Association but only as to originally constructed improvements and not owner alterations, additions or improvements.

10.04 The Association may charge a use fee against a unit owner, and also require a security deposit in regard to the exclusive use of common elements or Association Property by such unit owner, and may promulgate, by rule, further conditions governing such exclusive use.

~~which are not included in the Maintenance Agreement, or which are to be provided at cost pursuant to the Maintenance Agreement, or which are incurred after the termination of the Maintenance Agreement,~~ shall be assessed against each Unit Owner and Condominium Parcel as provided for in the Condominium Documents. The Association also has the power to make Assessments to cover other obligations of the Unit Owners under the Condominium Documents, including but not limited to assessments for late charges, lease payments, interest, attorney's fees, damage to Units caused by Unit Owners, repairs undertaken for Unit Owners, commissions, services not covered by the Maintenance Agreement and the like. All payments upon account shall be first credited to interest, then to any administrative late charge, then to any costs and attorney's fees incurred in collection, and then to Assessment payment first due.

11.04 If the holder of an Institutional First Mortgage, or a purchaser of a Condominium Parcel at foreclosure sale, obtains title to a Condominium Parcel as a result of foreclosure of the Institutional First Mortgage, or if the holder of an Institutional First Mortgage accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall ~~not~~ be liable for any Assessments levied prior to its acquisition of title to the extent provided in the Condominium Act; ~~and such any~~ unpaid Assessments shall be deemed to be a Common Expense and shall be collectible from all of the Unit Owners, including such acquirer, its successors and assigns.

11.05 Except as provided in Section 6.01 and 11.04 above, no person who acquires an interest in a Unit, including persons acquiring title by operation of law and purchasers at judicial sales, shall be entitled to occupy the Unit or use the Common Elements until all unpaid Assessments due and owing by the former Unit Owner(s) have been paid. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments to ~~the Developer, management company, Unit Owner(s), or any third party.~~

SECTION 12. COMMON EXPENSES AND COMMON SURPLUS

12.01 Common Expenses. ~~Except as modified by the Maintenance Agreement,~~ The Common Expenses of the Condominium shall be shared by the Unit Owners in the same proportions as their percentage of ownership interest in the Common Elements. ~~In the event that Subsequent Phases are developed,~~ The Common Expenses shall be allocated between phases in the manner set forth in Exhibit D. It is understood that Common Expenses shall include all taxes, assessments, insurance, and all other expenditures for which the Association shall be responsible, including those in connection with Common Elements and Association Property, and in connection with pest services within Units, security services, and, at the discretion of the Board, master television and other services, and expenditures contracted for in any Maintenance Agreement or Lease Agreement. Water and sewer service which is not metered to individual Units shall be Common Expenses.

ATTN: Ted Collins

866 279 8971

Property and other type properties, and may contract for or may join with other Condominium Associations in contracting for the management of the Condominium Property or Properties, Association Property and other type properties, and may delegate to the contractor or manager all of the powers and duties of the Association, except such as are specifically required by this Declaration or by the By-Laws to have the approval of the membership of the Association.

13.02 Each Unit Owner agrees as follows:

* (a) To maintain and bear the cost of maintaining his Unit and the entire interior thereof in good and tenable condition, and to maintain, repair, replace and bear the cost of maintaining, repairing and replacing the fixtures and equipment located therein or which serve only his Unit including, but not limited to, the following when applicable: air conditioning and heating units, any and all appurtenances thereto wherever situated including, but not limited to, any exterior parts thereof; refrigerator, stove, fans, dishwasher, and all other appliances; drains, plumbing fixtures, meters and connections, sinks, plumbing within the Unit; electric panels, wiring, outlets, and electric fixtures within the Unit; interior doors, windows, screening and glass; all exterior doors and windows, including frames, glass, screens and screen doors, except the painting of the exterior faces of exterior doors which shall be a responsibility of the Association; and all lanai, balcony and patio screening and woodworking.

... (i) To maintain, repair and replace any additions, alterations or improvements to the Unit (or common elements, if applicable) which the Unit Owner or his predecessors installed; provided however, nothing herein shall be construed to allow an Owner to alter, improve or add to the condominium property without prior Association approval to the extent elsewhere required.

... 13.05 The Association shall be responsible for the maintenance, repair and replacement of the Common Elements and the Association Property, provided that in the event the maintenance, repair, or replacement of a portion of the Condominium Property for which the Association has maintenance responsibility is caused by or through, or is the result of, the willful or negligent act of the Owner of an individual Unit, his family, servants, guests, tenants, or invitees, the cost of such maintenance, repair, or replacement shall be the responsibility of such Unit Owner and shall be paid for by such Unit Owner upon demand of the Association. In the event such payment is not made by the Unit Owner after demand by the Association, such cost shall thereupon become a lien upon the unit and may be collected and enforced in the same manner as Assessments as hereinafter provided in this Declaration. An owner shall similarly be responsible to reimburse other owners for damage to their units if the owner has caused the damage as set forth herein; however, in this situation, the Association is under no obligation to collect reimbursement on behalf of any unit owner. if any repairs or replacements are made necessary because of abuse or negligent

SECTION 14. INSURANCE PROVISIONS

14.01 Liability Insurance. The Association shall maintain comprehensive public liability and property damage insurance covering all of the Common Elements and Association Property and insuring the Association, and the Unit Owners ~~(and, as long as the Maintenance Agreement is in effect, the Developer and Management Company)~~, as named insureds in such amounts as the Association determines necessary, provided that the minimum amount of coverage shall be \$500,000 for bodily injury or death of any one person, \$1,000,000 for bodily injury to or death of any number of persons arising out of any one occurrence, and \$100,000 for any instance of property damage. Premiums for such insurance shall be paid for by the Association.

14.02 Property Insurance.

(a) Purchase of Insurance. The Association shall obtain and maintain fire, windstorm and extended coverage insurance (including vandalism and malicious mischief insurance) covering all the insurable Condominium Property and Association Property (except such personal property as may be owned by the Unit Owners and equipment within a unit whose coverage by an Association policy is prohibited by law), including personal property owned by the Association, as their interests may appear, with a company selected by the Association having a policyholder's rating of not less than A in the most recent edition of Best's Insurance Guide, in an amount equal to 80% of the full Replacement Cost of the Condominium Property as determined annually by the Association. The Company or Companies with whom such insurance coverage is placed, as provided in this Declaration, must be authorized to do business in the State of Florida.

...

14.03 Reconstruction or Repair After Casualty.

(c) Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance, and repair and replacement is that of the Unit Owner, then the Unit Owner shall be responsible for the reconstruction and repair of any damage caused by casualty. In all other instances the responsibility of reconstruction and repair of damage caused by casualty shall be that of the Association.

*

...

(e) Assessments. If the proceeds of insurance are not sufficient to pay the estimated costs 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 the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to Common Elements or Association Property, in sufficient amounts to provide funds for the payment of such

14.07 Unit Owner's Insurance. Each individual Unit Owner may purchase, at his own expense, liability insurance to cover accidents occurring within his Unit and insurance on his own personal property. ~~No Unit Owner shall purchase any casualty insurance covering his Unit without approval of the Association.~~

SECTION 15. CONVEYANCE, SALE, RENTAL, LEASE AND TRANSFER

In order to insure a community of congenial residents and thus protect the value of each Condominium Parcel, the sale, leasing, rental and transfer of Condominium Parcels by any Owner ~~other than Developer~~ shall be subject to the following provisions:

15.01 Right of First Refusal. In the event the Owner of any Condominium Parcel wishes to sell the same (and as a condition precedent to each and every such sale) and shall have received a bona fide offer to purchase same, such Owner (Seller) shall notify the Association in writing that the Condominium Parcel is for sale and shall supply the Association with an executed copy of such offer and the terms thereof, including the name of the prospective purchaser and such other information as the Association, in the reasonable exercise of its discretion, may request. The Association shall have the option for twenty (20) days following receipt of such offer to purchase the Parcel on the terms and conditions set forth in the offer, which option shall be exercised if at all by notice in writing given to the Seller within said 20-day period. The Association shall have the right to assign the option herein granted to any Unit Owner or to any purchaser approved by the Association. If the Association or its assignee does not exercise the option herein granted, the Seller shall have the right for a period of sixty (60) days after the receipt by the Association of the original offer within which to complete the transaction described in the offer to the purchaser named therein. If for any reason such transaction is not concluded and notice of such fact given to the Association within said 60-day period, the offer shall be deemed to have been abandoned and the provisions of this Section shall be reimposed on the Parcel in question.

For the purpose of this Section, the term "bona fide offer" shall mean an offer made by a prospective purchaser, in good faith, to purchase the Condominium Parcel. Moreover, if the Board of Directors disapproves a proposed sale for "cause", the owner desiring to sell the Parcel shall have no right to proceed with the proposed sale. "Cause" shall be determined by the Board, upon objective criteria formulated by the Board, including, but not limited to, financial stability, personal references, and ownership or rental history of the proposed occupant.

15.02 Application. The right of first refusal provided for in Section 15.01 shall not apply to transfers made by ~~the Developer, or any partner, affiliate or subsidiary of the~~



15.04 Rental or Lease. No Condominium Parcel shall be leased or rented more than ~~four~~ three times in any one calendar year, nor shall any Condominium Parcel be leased or rented for a period of time less than ~~thirty--days~~ two months. It is recognized that leases are sometimes terminated early due to circumstances beyond the control of the owner. In recognition of this fact, the Board has the right, in its sole discretion, to approve a new lessee in the event that an existing lease is terminated early. The terms, conditions, lessee and proposed occupant shall be subject to the approval of the Association. The Association shall have the right to require that a substantially uniform form of lease be used. It shall be the owner's obligation to furnish the lessee with a copy of all pertinent condominium documents including this Declaration of Condominium and current Rules. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with this Declaration and all other documents governing or affecting the condominium; shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease, evict the lessee, or otherwise; shall contain a provision authorizing the lessee to pay rental directly to the Association upon receipt of written notification from the Association that the owner is delinquent in paying assessments; and if the lease does not so provide it shall be deemed to include such provisions. In the event the Association approves a rental or lease, such approval of a lease or rental shall not release the Member from any obligation under this Declaration.

15.05 Application and Screening Fee. In order to permit the Association to exercise its rights as provided herein, no unit or any interest therein may be sold, leased or transferred without prior approval by the Association as provided herein, upon application to the Association for such approval on such forms the Association may provide and with such information as the Association may reasonably require. Further, no such application shall be complete unless accompanied by a payment to the Association of a fee in the amount of ~~\$50.00~~ \$100.00, or \$25.00 for an application to lease or rent a unit to a person who has previously leased or rented a unit at Village Brooke; no such fee is required for the renewal or extension of an existing lease. Moreover, the prospective purchaser, lessee, or transferee shall make himself or herself available for a personal interview by the screening committee prior to the approval of such transfer; the screening committee may, in its discretion, conduct the interview over the telephone if it would be inconvenient for the prospective purchaser, lessee or transferee to appear for a personal interview in Sarasota County.

15.08 Multiple Owners. If a Unit is owned by a corporation, partnership, or by multiple owners (other than husband and wife), then the person entitled to occupy the Unit shall be designated by a certificate signed by the president or vice president of a corporation, a general partner of a partnership, or the multiple owners, respectively, and filed with the Secretary of the Association. A certificate designating the

SECTION 16. OBLIGATIONS OF UNIT OWNERS.

16.01 In addition to the other obligations and duties heretofore set out in this Declaration, no Unit Owner shall:

(a) Use or permit the use of his Unit for any purpose other than as a single family residence or fail to maintain his Unit in a clean and sanitary manner; single family residential use shall mean a single housekeeping unit composed of one person, two people no matter how related, or three or more people all of whom are related to each other by blood, marriage, or legal adoption, so long as no more than two people per bedroom shall reside in any Unit;

(b) Permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Elements or Association Property, or which will obstruct or interfere with the rights of other Members, or commit, permit or suffer any nuisance, annoyance or illegal act in his Unit or on the Common Elements or Association Property;

(c) Fail to conform to and abide by the By-Laws and non-discriminatory rules and regulations in regard to the use of the Condominium Property and Association Property which may be adopted in writing from time to time by the Association, and to see that all persons using Unit Owner's property by, through or under him do likewise;

...

(f) Be permitted to make any adjustments whatsoever to any of the equipment located on the Common Elements or Association Property without first obtaining the permission of the Association;

(g) Attempt to exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements or Association Property, or by the abandonment of his Condominium Unit.

SECTION 17. PRIORITY OF DOCUMENTS

17.01 In the event of conflict among or between documents, the following shall prevail: the Declaration of Condominium shall take priority over the Articles of Incorporation, ByLaws, and Rules and Regulations; the Articles of Incorporation shall take precedence over the ByLaws and Rules and Regulations; and the ByLaws shall take precedence over the Rules and Regulations.

(Substantial revision of Section. The current provisions of Section 17, pertaining to the original management agreement, are now obsolete and thereby deleted in their entirety and replaced by the language regarding the priority of documents, underlined above. See current Section 17 for present text.)

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 Act, 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~~ 718, 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

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809-G-Puttie
Sarasota, Florida

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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

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 Brocke 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 71718, Florida Statutes, as amended (hereinafter called "Condominium Act"); ~~which Condominium is named Village Brocke 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 irectors. 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

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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.

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.

BY: Walter A. Pierce III
Walter Pierce, III, President

[Signature]
Witness

KEVIN McINTYRE
Printed Signature

[Signature]
Witness

PATRICIA A. CRAMER
Printed Signature

ATTEST: Ruth Cohen
Ruth Cohen, Secretary

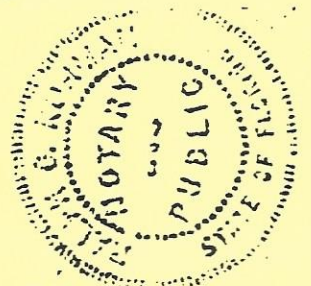
BOOK 2476 PAGE 2511

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.

Ralph G. Kuhnman
Notary Public
Printed Name RALPH G. KUHNMAN

State of Florida
My Commission Expires _____



RECORDED
93 FEB -
KAREN
CLERK OF
SARASOTA

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2005280488 1 PG
2005 DEC 21 04:48 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#727731

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

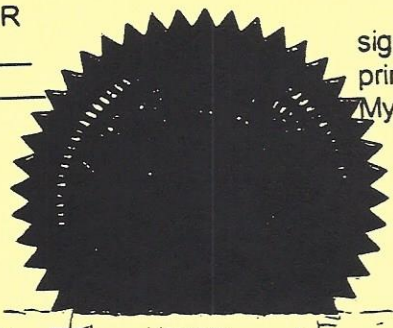
STATE OF FLORIDA
COUNTY OF SARASOTA

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

