

GEORGE F. YOUNG of Sarasota County, Inc.

EXHIBIT A

2268 SOUTH TAMiami TRAIL
POST OFFICE BOX 3848
VENICE, FLORIDA 33585
PHONE: (813) 485-0444

DESCRIPTION PHASE II
VILLAGE BROOKE

A part of Lots 11-5 and 12-5 of a Resubdivision of a part of Hyde Park Citrus Subdivision in Section 34, Township 36 S, Range 18E, Sarasota County, Florida as per Plat thereof recorded in Plat Book 5, Page 86, Public Records of Sarasota County, Florida, being more particularly described as follows:

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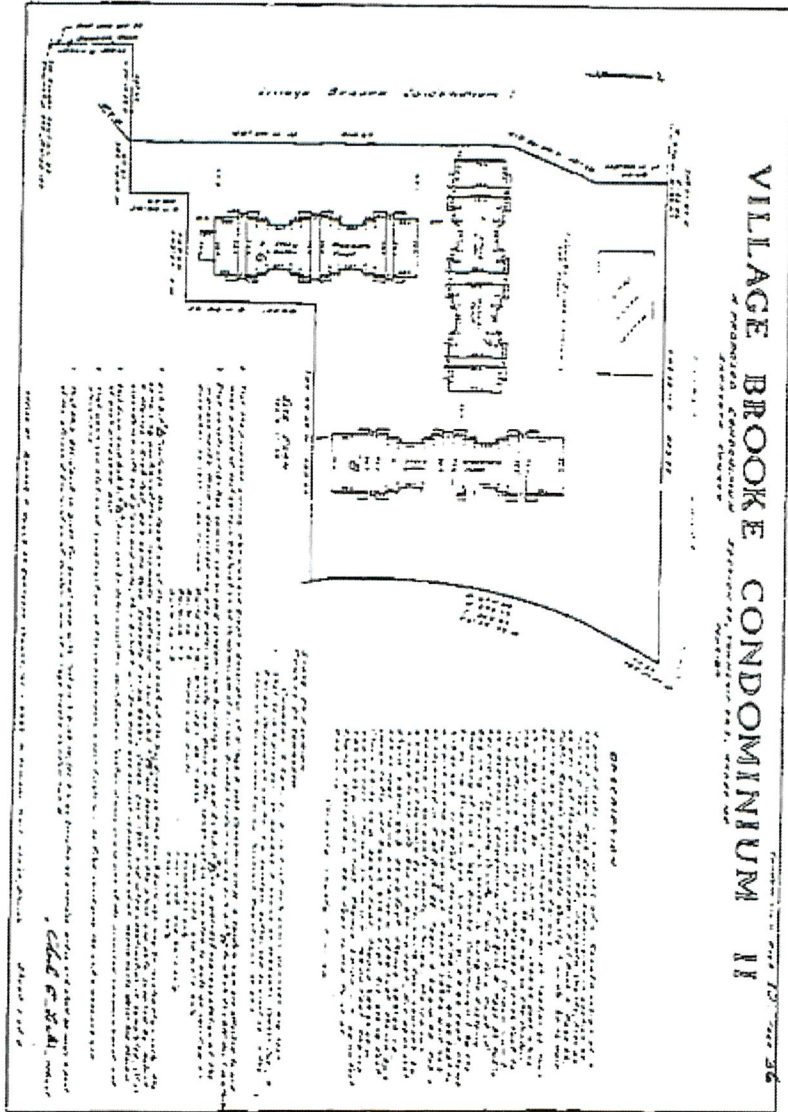
Commence at the Southwest corner of Section 34, Township 36 S, Range 18 E, run N 0° 00' 11" W, 1582.53 feet along the West Line of said Section 34, being also the Center Line of Jenava Road; thence N 89° 59' 49" E, 527.09 feet to the South east corner of Village Brooke Condominium I, as recorded in Condominium Plat Book 8, Page 39, Public Records of Sarasota County, Florida, for a Point Of Beginning. Thence run Northerly along the easterly Boundary of said Village Brooke Condominium I by the following three courses, N 0° 00' 11" W, 418.63 feet; thence N 19° 50' 36" E, 101.28 feet; thence N 0° 00' 11" W, 30.68 feet to a Point on the boundary of Forest Lakes Unit No. 5, as recorded in Plat Book 22, Pages 4, 4A and 4B, Public Records of Sarasota County, Florida; thence run along said boundary by the following four courses; by a curve to the left, Radius 670.00 feet, Arc 22.07 feet, Chord S 89° 01' 15"E, 22.06 feet; thence S 89° 58' 11"E, 443.24 feet; thence S 25° 47' 49" W, 24.94 feet; thence by a curve to the left, Radius 575.00 feet, Arc 373.79 feet, Chord S 9° 55' 59" W, 369.03 feet; thence S 89° 59' 49" W, 268.24 feet; thence S 0° 00' 11" E, 143.00 feet; thence S 89° 59' 49" W, 107.00 feet; thence S 0° 00' 11" E, 55.00 feet; thence S 89° 59' 49" W, 49.91 feet to the Point Of Beginning.

Sarasota County, Florida

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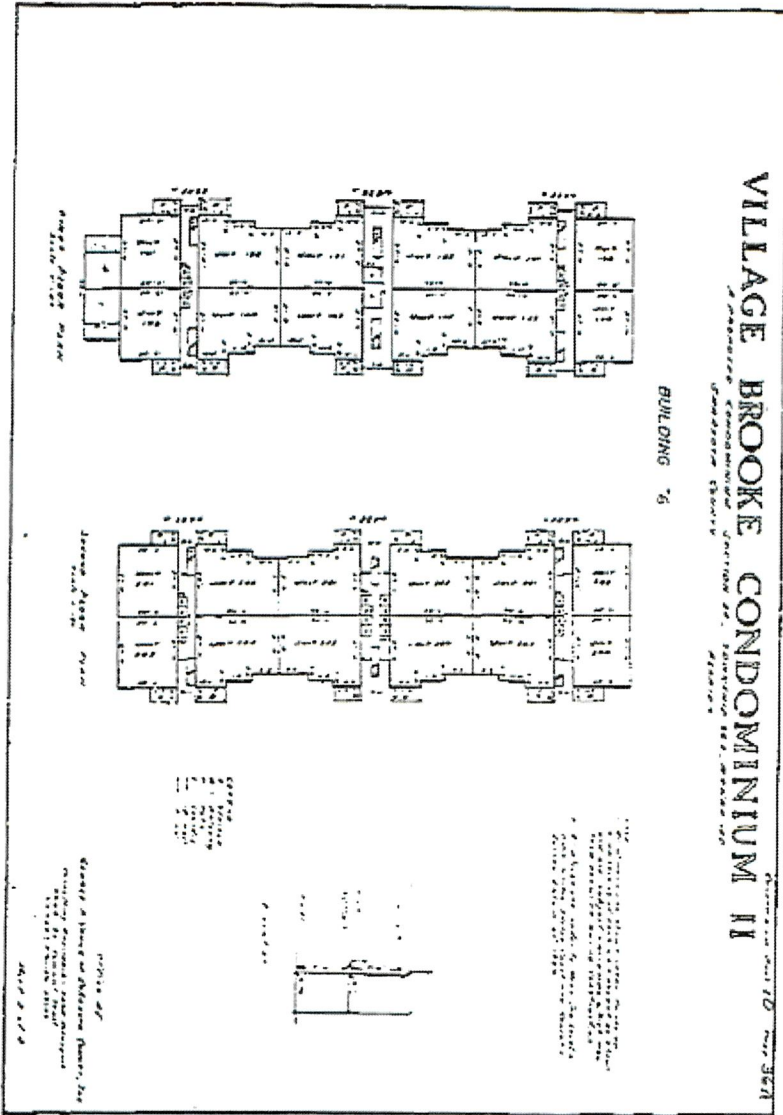
CIVIL ENGINEERS • LAND SURVEYORS

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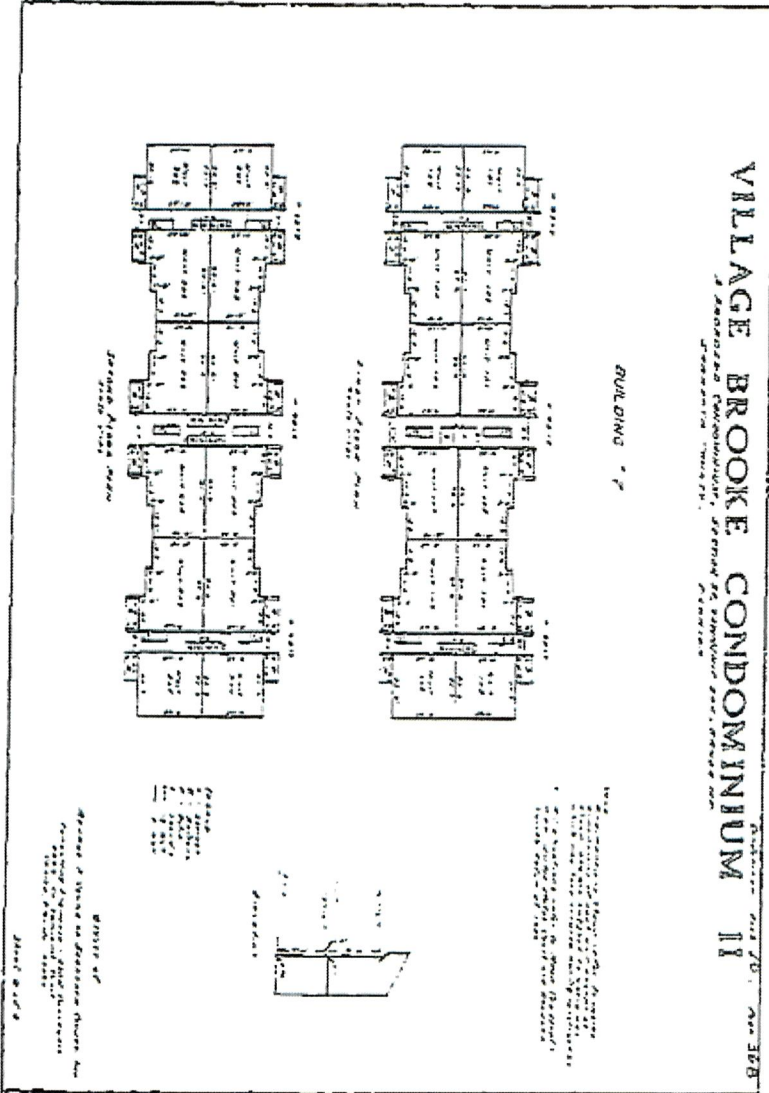
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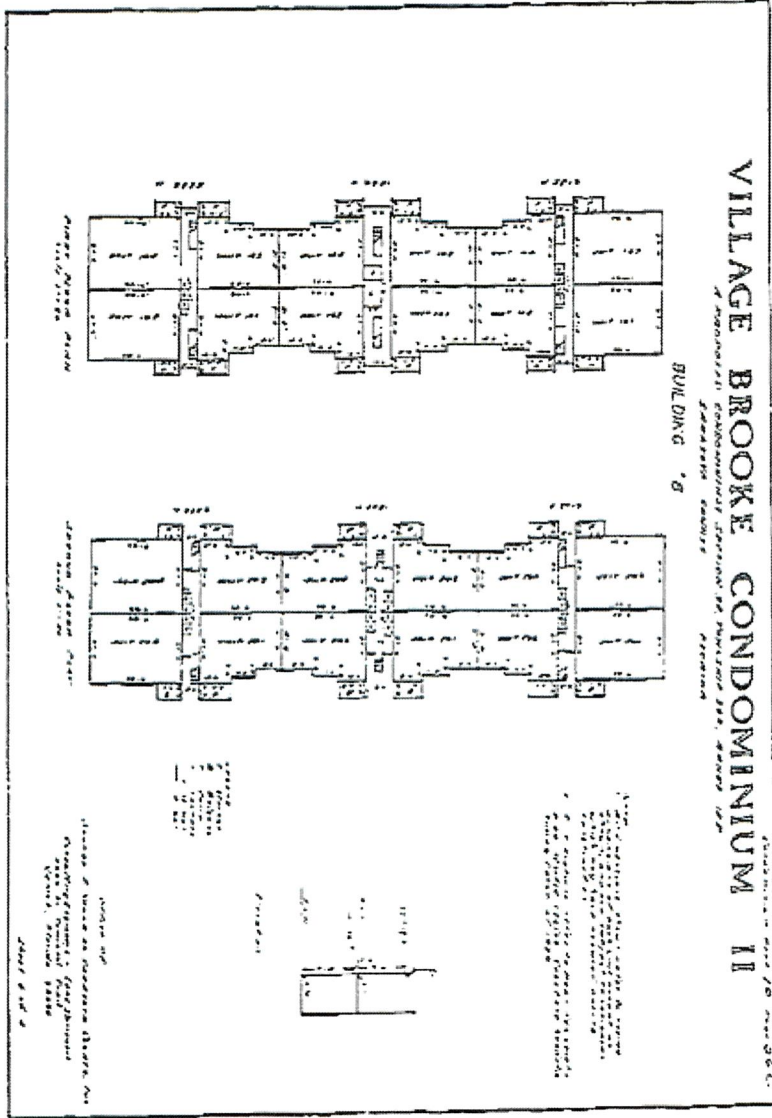
REPRODUCED FROM THE ORIGINAL DRAWING. THE REPRODUCED COPY IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. ANY REVISIONS TO THE ORIGINAL DRAWING WILL BE INDICATED BY A RED 'X' MARK.

Check a copy of the Condominium Declaration, Bylaws, and Rules and Regulations, and the Condominium Assessor's Report, before purchasing any unit in this building.



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

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EXHIBIT "C"

DESCRIPTION

A part of Lots 10-S, 11-S, 12-S, 13-S, 15-S, 16-S and 17-S of a resubdivision of a part of Hyde Park Citrus Subdivision in Section 34, Township 36 S, Range 18E, Sarasota County, Florida, as per plat thereof recorded in Plat Book 3, Page 86, Public Records of Sarasota County, Florida, being more particularly described as follows:

Commence at the SW corner of said Section 34; run thence N 0°00'11"W along the west line of said Section 34, being also the centerline of Beneva Road, 1588.53'; thence N 89°59'49"E, 50' to the easterly right of way line of said Beneva Road for a Point of Beginning; thence N 0°00'11" W along said easterly right of way line, 719.47' to a point on the boundary of Forest Lakes Unit No. 9 as per plat thereof recorded in Plat Book 22, Pages 4, 4A and 4B, Public Records of Sarasota County, Florida; thence along said boundary the following calls and distances N89°59'49" E, 70.05' to the point of curvature of a curve to the right; thence southeastwardly along the arc of said curve, having a radius of 230' and a central angle of 26°14'59", 105.37' to the point of tangency; thence S 63°45'12"E, 73.35' to the point of curvature of a curve to the left; thence southeastwardly along the arc of said curve, having a radius of 670' and a central angle of 26°12'59", 306.57' to the point of tangency; thence S 89°58'11" E, 443.24'; thence S 25°47'49"W, 24.54' to the point of curvature of a curve to the left thence southwardly along the arc of said curve, having a radius of 675' and a central angle of 42°30'44", 500.54' to the point of tangency thence S 16°42'56" E, 95.77' to the point of curvature of a curve to the right; thence southwardly along the arc of said curve, having a radius of 325' and a central angle of 15°44'45", 94.99' to the point of tangency; thence S 0°01'49"W, 364.81'; thence leaving said boundary line of Forest Lakes Unit No. 9, run S 89°59'49"W, 213.97'; thence N 0°00'11"W, 80'; thence S 89°59'49"W, 20'; thence N 0°00'11"W, 233.11'; thence S 89°59'49"W, 207.12'; thence N 0°00'11"W, 353.48'; thence S 89°59'49"W, 527' to the Point of Beginning, and containing 18.54 acres more or less.

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1227 #2097

EXHIBIT "D"

Bldg. No.	Address	Unit No.	Type	Bldg. No.	Address	Unit No.	Type
6	3235	101	18 18	6	3237	101	28 28
		102	28 28			102	28 28
		103	18 18			103	28 28
		104	28 28			104	28 28
		201	18 18			201	28 28
		202	28 28			202	28 28
		203	18 18			203	28 28
		204	28 28	204	28 28		
6	3239	101	28 28	7	3213	101	18 18
		102	18 18			102	28 28
		103	28 28			103	18 18
		104	18 18			104	28 28
		201	28 28			201	18 18
		202	18 18			202	28 28
		203	28 28			203	18 18
		204	18 18	204	28 28		
7	3215	101	28 28	7	3217	101	28 28
		102	28 28			102	18 18
		103	28 28			103	28 28
		104	28 28			104	18 18
		201	28 28			201	28 28
		202	28 28			202	18 18
		203	28 28			203	28 28
		204	28 28	204	18 18		
8	3219	101	38 28	8	3221	101	28 28
		102	28 28			102	28 28
		103	38 28			103	28 28
		104	28 28			104	28 28
		201	38 28			201	28 28
		202	28 28			202	28 28
		203	38 28			203	28 28
		204	28 28	204	28 28		
8	3223	101	28 28				
		102	38 28				
		103	28 28				
		104	38 28				
		201	28 28				
		202	38 28				
		203	28 28				
		204	38 28				

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§ 1227 §2098

Appurtenant to each of the above units shall be an equal share in the Common Elements and Common Expenses shall be allocated to each unit on the same basis.

In the event that subsequent Phases are submitted to Condominium ownership, the obligation for Common Expenses shall be determined as follows:

1) For purposes of computation each Phase shall be allocated a percentage of Common Expenses equal to that fraction derived by dividing the total number of units in the Phase for which the percentage is being determined by the aggregate number of Units in all Phases.

2) The percentage of Common Expenses of all Phases allocable to each Phase ~~Unit~~ shall be determined by apportioning the amount allocated to Phase ~~equally~~ among Phase ~~Units~~.

§ 1227 §2098

BYLAWS
of
VILLAGE BROOKS CONDOMINIUM ASSOCIATION, INC.

A Corporation Not for Profit
Under the Laws of the State of Florida

These are the Bylaws of VILLAGE BROOKS 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 Condominium created pursuant to Chapter 711, Florida Statutes, as amended (hereinafter called "Condominium Act"), which Condominium is named VILLAGE BROOKS CONDOMINIUM I. The Association shall also administer additional condominiums submitted to the condominium form of ownership in subsequent phases to Village Brooks Condominium I.

SECTION 1. ASSOCIATION

1.1 Office. The office of the Association shall be at 1147 Seneca Road, Sarasota, Florida, or such other place as shall be selected by a majority of the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "Not for Profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

1.4 Terms. All terms used herein shall have the same definitions as attributed to them in the Declaration of Condominium of Village Brooks Condominium I.

SECTION 2. MEMBERS

2.1 Qualification. The members of the Association shall consist of all owners of Condominium Residential Units in Village Brooks Condominium 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.

2.2 Membership. Membership in the Association shall be established by recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing a record title to a Condominium Parcel, and delivery to the Association of a certified copy of such instrument. The grantee in such instrument shall immediately become a member of the Association. The membership of any prior owner of the same Condominium Parcel shall be terminated upon delivery to the Association of a certified copy of the deed or other instrument as aforesaid.

2.3 Voting Member. A Voting Member shall be 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 the Unit or, in the case of a Condominium Residential Unit being owned by a legal entity other than a natural person, the person entitled

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to vote shall be designated by such entity. A Voting Member must be designated by a statement filed with the Secretary of the Association, in writing, signed under oath, by the owners of a majority interest in the Condominium Residential 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 cast at such meeting by or for said Unit Owner(s).

1.4 Restraint Upon Alienation of Assets. The share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Condominium Parcel.

SECTION 1. MEMBERS' MEETINGS.

1.1 Place. All meetings of the members of the Association shall be held at the office of the Association or such other place as may be stated in the notice of the meeting.

1.2 Membership list. At least ten (10) days before every election of directors, a complete list of the Voting Members of the Association, arranged numerically by Unit number, shall be prepared by the Secretary. Such list shall be kept at the office of the Association and shall be open to examination by any member at any such time.

1.3 Regular Meetings. Regular meetings of the members of the Association shall be held on the second Monday in January of each year following the Initial Meeting of Unit Owners.

1.4 Special Meetings.

1.4.1 Special meetings of the members for any purpose may be called by the President, and shall be called by the President or Secretary at the request, in writing, of either a majority of the Board of Directors or of twenty (20) percent of the Voting Members. Such request shall state the purpose of the proposed meeting.

1.4.2 Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

1.5 Notice. Unless waived in writing, written notice of every meeting, special or regular, of the members of the Association, stating the time, place and object thereof, shall 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 prior to such meeting, and shall 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.

1.6 Participation. All members shall be entitled to participate in any meeting of the Association but only Voting Members shall have the right to vote on any matter brought before such meeting.

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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. At any meeting of the members of the Association, the Voting Member shall be entitled to vote in person or by proxy; provided, that no proxy shall be valid unless it is filed with the Secretary at least three (3) days prior to a meeting, nor shall any proxy be valid unless it is granted to a person who is a Unit Owner. No person may cast more than one proxy vote. No proxy vote may be cast on behalf of a Voting Member who is present at a meeting.

3.9 Vote Required to Transact Business. When a quorum is present at any meeting, the majority of Voting Members shall decide any question brought before the meeting. If the question is one which requires more than a majority vote by express provision of the Condominium Act or the Declaration of Condominium Ownership, Articles of Incorporation or these Bylaws, the express provision shall govern and control the number of votes required.

3.10 Quorum. Fifty-one percent (51%) of the total number of Voting Members of the Association present in person, or represented by proxy shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, or the Condominium Documents. If a quorum is not present at any meeting, the Voting Members may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. Any business may be transacted at any adjourned meeting which could have been transacted at the meeting called.

SECTION 4. DIRECTORS

4.1 Number. The affairs of the Association shall be managed by a Board of Directors, consisting of not less than three (3) nor more than seven (7) directors. The number of directors shall be determined from time to time by the Voting Members.

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 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.

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4.4 Vacancy and Replacement. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

4.5 Election 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 from the floor.

4.5.2 The election shall be by secret ballot (unless dispensed with by unanimous consent). The nominee 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:

4.7.1 Assess. To levy and collect assessments against members for common expenses and to levy and collect all assessments, charges, fees or other costs provided for in the Condominium Documents.

4.7.2 Enforce. To use the proceeds of assessments in the exercise of its powers and duties.

4.7.3 Maintain. To maintain, repair, replace and operate the Condominium Property and all Leased Property.

4.7.4 Purchase. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

4.7.5 Insure. To insure and keep insured the Condominium Property and Leased Property in the manner set forth in the Declaration of Condominium Ownership and to purchase such other insurance as the Board may deem advisable.

4.7.6 Enforce. To enjoin or seek damages from the Unit Owners for violation of these Bylaws, and the terms and conditions of the Condominium Documents.

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4.7 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.

4.8 Regulate. To make reasonable rules and regulations concerning the occupancy of the Condominium Parcels consistent with the Condominium Documents.

4.9 Annual Statement. The Board will present a full and clear statement of the business and condition of the corporation at the annual meeting of the members.

4.9 Compensation. The directors shall not be entitled to any compensation for service as directors.

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. The annual meeting of the Board shall be held at the same place as the general members' meeting.

5.2 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

5.3 Special Meetings. Special meetings of the Board may be called by the President on five (5) days' notice to each director. Special meetings shall be called by the President or Secretary in like manner and on like notice upon the written request of three (3) directors.

5.4 Waiver of Notice. No notice of a Board meeting to Board Members shall be required if the directors assent 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 and notice of meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of Unit Owners except in an emergency.

5.5 Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.6 Quorum. A quorum at a directors' meeting shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board, except when approval by a greater number of directors is required by the Condominium Documents.

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5.7 Quorum in Meeting by Approval of Minutes. The joinder of a director in any action taken at a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

5.8 Presiding Officer. The presiding officer of a directors' meeting shall be chairman of the Board if such an officer has been elected; and if none, the President of the Association shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

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 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.

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.

6.3 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of two-thirds (2/3) of the Voting Members of the Association.

6.4 The President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and directors; shall be an ex-officio member of all standing committees; shall have general management of the business of the corporation, and shall see that all orders and resolutions of the Board are carried into effect.

6.5 The Secretary.

6.5.1 The Secretary shall keep the minutes of the members' meetings and of the Board of Directors' meetings in one or more books provided for that purpose.

6.5.2 He shall see that all notices are duly given in accordance with the provisions of these bylaws or as required by law.

6.5.3 He shall be custodian of the corporate records and of the seal of the corporation.

6.5.4 He shall keep a register of the post office address of each member, which shall be furnished to the Secretary by such member.

6.5.5 In general, he shall perform all duties incident to the office of the Secretary and such other duties as may be assigned to him by the President or by the Board of Directors.

6.6 The Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

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6.7 The Treasurer.

6.7.1 The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name of and to the credit of the corporation in such depositories as may be designated by the Board of Directors or these Bylaws.

6.7.2 He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors at the regular meetings of the Board an account of all his transactions as Treasurer, and of the financial condition of the corporation.

6.8 Vacancies. If any office becomes vacant by reason of death, resignation, disqualification or otherwise, the directors by a majority vote may choose a successor or successors who shall hold office for the unexpired term.

6.9 Resignations. Any director or other officer may resign his office at any time. Such resignation shall be made in writing, and shall take effect at the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

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:

<u>Matter to be Approved</u>	<u>Approval Required</u>
(1) Alteration, improvements or additions to the Common Elements	2/3 of the Voting Members
(2) Restoration of the Project when 50% of the value of the Condominium Property is destroyed	2/3 of the Voting Members
(3) Approval of changes in building plans for reconstruction after casualty	2/3 of all Voting Members and all the Voting Members in the affected Units
(4) Amendments of Declaration, Bylaws and Articles of Incorporation	2/3 of the Voting Members
(5) Termination of Condominium	100% of the Voting Members except as provided in item (2) of this Section 7.1
(6) Enactment or repeal of Rules and Regulations	Majority of the Voting Members
(7) Repeal of any Initial Rules and Regulations	2/3 of the Voting Members
(8) Election of Directors and Officers	Plurality of Voting Members
(9) Removal of Directors and Officers	2/3 of the Voting Members
(10) Making Agreements for Use of Off-Site Recreational Facilities	2/3 of the Voting Members

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SECTION 8. CONDUCT OF MEETING

All meetings of the Members and of the Board shall be governed by Robert's Rules of Order.

SECTION 9. FISCAL MANAGEMENT

The provisions for fiscal management of Village Brooke Condominium, set forth in the Declaration of Condominium, are supplemented by the following provisions:

9.1 Accounts. The funds and expenditures of the Association shall be credited and charged to the appropriate account as set forth below:

9.1.1 Current Expenses. All funds to be expended during the year for the maintenance of the Common Elements and the operation of the Association shall be held in the Current Expense Account. Any balance in this fund at the end of each year may, at the discretion of the Board, be applied to the following year's Common Expenses or may be placed in the Reserve Trust Fund Account.

9.1.2 Reserve Trust Fund Account. A Reserve Trust Fund Account may be established with each Member being a beneficiary of said trust. All funds to be expended for replacement, acquisition and repair of capital improvements which are a part of the Common Elements shall be held in the Reserve Trust Fund Account, as well as funds allocated pursuant to 9.1.1. So long as the Developer is in control of the Association, the Developer need not establish the Reserve Trust Fund Account.

9.2 Budget. 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. 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.

9.3 Assessments. Assessments against individual Unit Owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. Such assessments shall be due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment.

9.4 Repository. The funds of the Association will be deposited in such bank or savings and loan institutions as shall be designated from time to time by the Board of Directors. Withdrawals of funds from such accounts shall be only by checks signed by such persons as authorized by the Board.

9.5 Fidelity Bonds. Fidelity Bonds shall be required for all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board. The premiums for such bonds shall be paid by the Association.

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SECTION 10. RULES AND REGULATIONS

10.1 Initial Rules and Regulations. The initial rules and regulations hereinafter enumerated shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times observe said rules and regulations and shall have the responsibility of seeing that they are faithfully observed by their families, guests, invitees, servants, tenants and other persons over whom they exercise control and supervision. Said initial rules and regulations are as follows:

10.1.1 The Units shall be used only for residential purposes.

10.1.2 Unit Owners shall not use or permit the use of their premises in any manner which will disturb or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property, nor for any unlawful purpose.

10.1.3 Children shall not be permitted to play in the corridors, hallways or stairways of any buildings other than in places designated for recreation and play. Children may use any recreational facility provided so long as such child is supervised by an adult.

10.1.4 Common Elements shall not be obstructed, littered, defaced or misused in any manner.

10.1.5 No structural changes or alterations shall be made in any Unit, or to any of the Common Elements, except as provided in the Declaration of Condominium.

10.1.6 All of the restrictions, limitations and obligations of members as provided in the Declaration of Condominium are incorporated herein by reference.

10.1.7 Nothing shall be hung or displayed on the outside of windows or placed on the outside of walls of a building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, or any part thereof except with the approval of the Board of Directors.

10.1.8 No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted on any part of the property or in any Condominium Parcel therein, nor shall any "Sold" or "For Sale" or "For Rent" signs or window displays or advertising be maintained or permitted on any part of the property or in or on any Condominium Parcel except as provided in the Declaration.

10.1.9 Laundry and drying rooms, if any, shall be used in such manner and at such times as the Board of Directors may from time to time direct.

10.1.10 Unit Owners, residents, their families, guests, servants, employees, agents, visitors, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof, equipment rooms, or power rooms of any building.

10.1.11 There shall not be kept in any Unit any inflammable, combustible or explosive fluid, material, chemical or substance except for normal household use.

10.1.12 The use of any recreational facilities shall at all times be subject to such rules and regulations as the Board of Directors may establish.

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10.1.13 No Unit Owner or occupant of a Unit shall direct, supervise or in any manner attempt to exert any control over any of the employees of the Association, nor shall he attempt to send any of such employees upon private business of such Unit Owner or occupant.

10.1.14. In case of any emergency originating in or threatening any of the Units, the Board of Directors of the Association, or any other person authorized by it, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry in the event of any such emergency shall be immediate. To facilitate entry in the event of any such emergency, the Owner of each Unit, if required by the Association, shall deposit under control of the Association a key to such Unit.

SECTION 11. DEFAULT

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. 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.

11.2 Association Expenses. If the Association becomes the owner of a Condominium Parcel by reason of foreclosure, it may offer said Parcel for sale and, when the sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Condominium Parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former Unit Owner.

11.3 Enforcement. In the event of violation of the provisions of the Condominium Documents as the same are now or may hereafter be constituted, the Association, on its own behalf, may bring appropriate action to enjoin such violation, to enforce the provisions of the Documents, to sue for damages, or take all such courses of action at the same time or such other legal remedy it may deem appropriate, and/or to cease providing water, sewer or other services to the violating Unit Owner's Unit.

11.4 Consent to Foregoing Provisions. Each Unit Owner for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association, and regardless of the availability of other equally adequate legal procedures. It is the intent of all Unit Owners to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect these monies due and owing it from Unit Owners and to preserve each Unit Owner's right to enjoy his Condominium Parcel free from unreasonable restraint and nuisance.

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SECTION 12. MORTGAGE OF UNIT 1227-2109

12.1 The Association shall maintain a suitable register for the recording of mortgaged Condominium Parcels. Any mortgagee of a Condominium Parcel may, but is not obligated to, notify the Association in writing of the mortgage. In the event notice of default is given any member, under an applicable provision of the Condominium Documents, a copy of such notice shall be mailed to the registered mortgagee.

SECTION 13. SALE OF CONDOMINIUM PROPERTY

13.1 Right of First Refusal. Pursuant to Section 15.01 of the Declaration, each Unit Owner may granted to the Association an option to purchase his Parcel. Such option shall be assigned, abandoned or exercised in the following manner.

13.1.1 Notice. Notice of sale, including the terms of sale and name of proposed purchaser, shall be given to an executive officer of the Association by the Unit Owner desiring to sell his Parcel (hereinafter "Selling Unit Owner") in the manner provided in Section 15.03, except that no executive officer of the Association shall give notice to the Association by giving notice to himself.

13.1.2 Investigation. Upon receipt of the notice, the President of the Association may appoint a committee of three members to make reasonable inquiry into the proposed sale, including reasonable investigation of the proposed purchaser. The expense of investigation shall be a Common Expense.

13.1.3 Report. Within ten (10) days following the receipt of notice, a special meeting of the Board shall be called to consider the proposed sale. The report of the Investigation Committee, if any, shall be presented to the Board at such time for their consideration.

If the Board elects to assign the option granted to the Association, it shall promptly notify the Selling Unit Owner that the option has been assigned, and shall furnish him with the name, address, and phone number of the assignee.

If the Board elects to abandon the option, it shall promptly notify the Selling Unit Owner in writing that it does not intend to exercise or assign its right of first refusal.

The decision of the Board to assign or abandon the option granted to the Association shall be final and shall not be subject to approval by the Association Members.

If the Board elects to exercise the option and purchase the Parcel in the name of the Association, it shall call a special meeting of the members prior to the expiration of the option. Prior to such meeting, it shall notify each Unit Owner of the total assessment necessary to purchase the Parcel and of the proportionate share of such assessment assigned to his Parcel, or the terms of any loan it proposes to procure to finance the purchase. An affirmative vote by three-fourths (3/4) of the Voting Members present and voting shall be required before the Board may exercise the option in the name of the Association.

In the event the Board fails to exercise, assign or abandon the option within twenty (20) days after notice from the Selling Unit Owner, it shall be deemed to have abandoned the option.

SECTION 14. AMENDMENT OF BYLAWS

14.1 Bylaws. The Bylaws of the corporation may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members. No modification or amendment to the Bylaws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium Ownership.

1227-2109

1227 2110

STATE OF FLORIDA

DEPARTMENT OF STATE



I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

VILLAGE BROOKS CONDOMINIUM ASSOCIATION, INC.

filed in this office on the 20th day of February,

19 75

Charter Number: 7-51,935

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 20th day of February,

1227 2110

19 75

Bruce A. Swisher
SECRETARY OF STATE

1227 #2111

ARTICLES OF INCORPORATION
OF

EXHIBIT "F"
DOCUMENT IV

VILLAGE BROOKE CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I
NAME

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

ARTICLE II
PURPOSES

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

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

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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 711, Florida Statutes, as the same may be hereafter amended and all the powers reasonably necessary to implement the powers of the Association, which powers shall include, but are not limited to, the power:

- A. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property;
- B. To make, levy and collect assessments against Unit Owners of the said Condominium, to provide the funds to pay for Common Expenses of the Condominium as provided for in the Condominium Documents and the Condominium Act, and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association;
- C. To maintain, repair, replace and operate those portions of the Condominium Property that the Association has the duty or right to maintain, repair, replace and operate under the Condominium Documents;
- D. To contract for the management of the Condominium Property and to delegate to such contractors all powers and duties of the Association;
- E. To employ personnel to perform the services required for proper operation of the Condominium;
- F. To purchase insurance upon the Condominium Property and leased Property;
- G. To reconstruct improvements constructed on the real property submitted to Condominium Ownership after casualty or other loss;
- H. To make additional improvements on and to the Condominium Property;
- I. To approve or disapprove the transfer, mortgage and ownership of Condominium Parcels to the extent such power is granted to it under the Condominium Documents;

1227 2112

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

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

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

ARTICLE IV
MEMBERS

1. Members

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

2. Voting Members

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

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

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

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

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

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

- 4 -

Board of Directors.

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3. Assignment and Binding Effect

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

ARTICLE V
TERM

This corporation shall exist perpetually.

ARTICLE VI
SUBSCRIBERS

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

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

ARTICLE VII
BOARD OF DIRECTORS

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

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

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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- Secretary	Michael McGillicuddy
Treasurer	Rick Alexander

ARTICLE IX
INDEMNIFICATION

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

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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 enters into agreements.

ARTICLE IX
AMENDMENT OF ARTICLES

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

ARTICLE XII
BY-LAWS

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

ARTICLE XIII
PRINCIPAL PLACE OF BUSINESS

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

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

Michael McGillicuddy (SEAL)
Michael McGillicuddy

Robert A. Morris, Jr. (SEAL)
Robert A. Morris, Jr.

Dianna Reid (SEAL)
Dianna Reid

1227 2117

STATE OF FLORIDA)
COUNTY OF SARASOTA)

1227 2115

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

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

W. P. Billie
Notary Public, State of Florida at Large
My Commission expires:
Notary Public, State of Florida at Large
My Commission Expires Nov. 22, 1975
Issued by American Fidelity & Guaranty Co.

1227 2115

EXHIBIT "C"

1227 2119

DOCUMENT V OF
DISCLOSURE MATERIALS

VILLAGE BROOKE CONDOMINIUM
MAINTENANCE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) Paying for water and sewerage service.

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

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- (j) Purchasing on behalf of the Association all equipment, tools, materials, and supplies necessary for maintenance of the Condominium Property.
- (k) Providing for or contracting with a security service for security protection.
- (l) Establishing escrow accounts for insurance, taxes and such other purposes as it may from time to time determine necessary.
- (m) Hiring, discharging and compensating in its own name all personnel necessary for the efficient discharge of its duties hereunder; and
- (n) Levying and collecting Assessments from the Unit Owners for payment of Common Expenses. The Management Company may levy a late charge of Twenty-five Dollars (\$25.00) on any Unit Owner whose Assessment is unpaid for over ten (10) days and recover reasonable attorneys' fees incurred incident to the collection of such Assessment together with interest thereon at the rate of ten percent (10%) per annum. The Management Company may assign its claim and lien rights, or either of them, for the recovery of unpaid Assessments.
- (o) Levying and collecting such other fees, charges, or assessments as the Association is entitled to levy and collect.

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

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

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

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

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

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

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

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

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

Village Brooke Management
1247 Beneva Road
Sarasota, Florida

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

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

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

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

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SECTION 15. CAPTIONS. The captions used in this agreement are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any text of this agreement.

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

Signed, Sealed and Delivered in the presence of:

VILLAGE BROOKS MANAGEMENT COMPANY, INC.

[Signature]

By [Signature]

[Signature]
As to Management Company

VILLAGE BROOKS CONDOMINIUM ASSOCIATION, INC.

[Signature]

By [Signature]

[Signature]
As to the Association

[Signature]
Attest - Secretary

(Corporate Seal)

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

[Signature]

VILLAGE BROOKS ASSOCIATES

[Signature]

[Signature]

RECORDERS NOTE: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in the document when returned.

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SCHEDULE 1

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

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

With respect to each of the units contained within the Phase I property, the Management Company is authorized to assess \$ 48.00 for the first year of operation and \$ 31.00 for the second year of operation.

1227 2127

EXHIBIT H

1227 2128

VILLAGE BROOKE CONDOMINIUM ASSOCIATION, INC.
ESTIMATED
ANNUAL BUDGET FOR 72 UNITS
January through December, 1978

EXPENSES:	<u>Monthly</u>	<u>Annual</u>
Management	\$ 351.36	\$ 4,216.32
Grounds Maintenance	944.64	11,335.68
Security	36.00	432.00
Pool Expense	190.80	2,289.60
Building Maintenance Materials	43.20	518.40
Accounting Services	97.20	1,166.40
Water/Sewer	1,404.00	16,848.00
Cable TV	349.20	4,190.40
Pest Control	87.84	1,054.08
Trash	141.12	1,693.44
Electricity		
Recreation Center	104.40	1,252.80
Tennis Court	2.16	25.92
Building/Roadway	219.60	2,635.20
Insurance	180.72	2,168.64
Miscellaneous	66.56	803.52
Reserve for Replacement	100.80	1,209.60
TOTAL EXPENSES	4,320.00	51,840.00

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VILLAGE BROOKE CONDOMINIUM ASSOCIATION, INC.
ESTIMATED
UNIT OWNERS MONTHLY EXPENSES

1978

<u>Bldg. No.</u>	<u>Address</u>	<u>Unit No.</u>	<u>Monthly Expense</u>
6	3235	101	5 60.00
		102	60.00
		103	60.00
		104	60.00
		201	60.00
		202	60.00
		203	60.00
		204	60.00
6	3237	101	60.00
		102	60.00
		103	60.00
		104	60.00
		201	60.00
		202	60.00
		203	60.00
		204	60.00
6	3239	101	60.00
		102	60.00
		103	60.00
		104	60.00
		201	60.00
		202	60.00
		203	60.00
		204	60.00
7	3213	101	60.00
		102	60.00
		103	60.00
		104	60.00
		201	60.00
		202	60.00
		203	60.00
		204	60.00
7	3215	101	60.00
		102	60.00
		103	60.00
		104	60.00
		201	60.00
		202	60.00
		203	60.00
		204	60.00
7	3217	101	60.00
		102	60.00
		103	60.00
		104	60.00

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REC 1227 262130

<u>Bldg No.</u>	<u>Address</u>	<u>Unit No.</u>	<u>Monthly Expense</u>
8	3219	101	\$ 60.00
		102	60.00
		103	60.00
		104	60.00
		201	60.00
		202	60.00
		203	60.00
		204	60.00
8	3221	101	60.00
		102	60.00
		103	60.00
		104	60.00
		201	60.00
		202	60.00
		203	60.00
		204	60.00
8	3223	101	60.00
		102	60.00
		103	60.00
		104	60.00
		201	60.00
		202	60.00
		203	60.00
		204	60.00

REC 1227 262130

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BOOK AND PAGE _____ DOCKET # 227943

NAME VILLAGE BROOKS CONDOMINIUM IS

AMOUNT \$51.00

CONDOMINIUM BOOK 10 PAGE 36-36A-36B-36C

PLAT BOOK _____ PAGE _____

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