

213.00
27.00

THIS INSTRUMENT PREPARED BY

✓ ROBERT J. DeBOER
ATTORNEY AT LAW
P.O. BOX 1767
VENICE, FLORIDA 34284-1762

DECLARATION OF CONDOMINIUM

OF

IRONWOOD VILLAS
a Condominium

MADE this 10th day of February, 1988,
HAMILTON & HAMILTON, a Florida General Partnership, herein-
after referred to as the "Developer", for itself, its
grantees, successors and assigns.

WHEREIN, the Developer makes the following decla-
rations.

ARTICLE I
Purpose

1.1) The purpose of this Declaration is to submit
the fee simple title to the lands described in this instru-
ment and the improvements now or hereafter constructed
thereon to the Condominium form of ownership and use in the
manner provided by Chapter 718, Florida Statutes, as most
recently amended, herein called the "Condominium Act".

ARTICLE II
Identification

2.1) Name and Address. The name by which this
Condominium is to be identified is IRONWOOD VILLAS, a Condo-
minium, and its address is 601 Golf Drive, Venice, Florida.

2.2) The Land. The land, owned by the Developer
in fee simple, which is hereby submitted to the Condominium
form of ownership is the land lying in Sarasota County,
Florida, more particularly described as Phase I in Exhibit
"A", page two, attached hereto and made a part hereof sub-
ject to the easements and other matters set forth therein or
hereinafter described in this Declaration. Additional lands
and improvements may be submitted to Condominium ownership
under this Declaration and are described as Phase II and
Phase III. See Exhibit "A", page two, attached hereto for
legal description of said phases.

ARTICLE III
Definitions

3.1) Definitions. The terms used in this Decla-
ration and its Exhibits shall have the meanings stated in
the Condominium Act and as hereinafter provided, unless the
context otherwise requires.

3.2) Unit. Units means a part of the Condominium
property which is to be subject to exclusive ownership.
When used in a conveyance of a Unit, and elsewhere when the
context permits, the word Unit shall include the appurte-
nances thereto which are elsewhere described.

3.3) Developer. Developer means HAMILTON &
HAMILTON, a Florida General Partnership, its designees, suc-
cessors and assigns.

3.4) Unit Owner or Owner of a Unit. Unit Owner
or Owner of a Unit means the owner of a Condominium parcel.

3.5) Association. Association means IRONWOOD
VILLAS CONDOMINIUM ASSOCIATION, INC., a non-profit Florida
corporation, which is responsible for the operation of the

O.R. 2010 Pg 1912

condominium, and its successors and assigns.

3.6) Common Elements. Common elements shall include: (a) The portions of the Condominium property not included in the Units; (b) tangible personal property required for the management, maintenance, repair and operation of the common elements; and (c) other items as stated in the Condominium Act.

3.7) Common Expenses. The common expenses means all expenses and assessments properly incurred by the Association for the condominium and all the expenses for which unit owners are liable to the Association and include:

(a) Costs and expenses of administration; costs and expenses of maintenance, operation, repair or replacement of the common elements, including but not limited to:

(i) Premiums for fire and other casualty, Workmen's Compensation and other liability insurance, as provided herein.

(ii) Administrative costs of the Association, including professional fees and expenses.

(iii) Costs of all utilities and services which are not metered or charged to the individual Condominium Units.

(iv) Labor, materials and supplies used in conjunction with the maintenance, repair, operation and replacement of the common elements.

(v) The cost of such additional land and improvements as may be purchased and added to the Condominium as common elements by action of members of the Association.

(vi) Damages to the Condominium property in excess of insurable coverage.

(vii) Expenses of management of the Condominium, including the following:

(1) Salary of a manager, if any, his assistants and agents, and

(2) Other expenses incurred in the management of the Condominium property.

(3) Management fees charged by management companies, if any.

(viii) All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the Condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the

O.R. 2010 PG 1913

Articles or the Bylaws.

(b) Costs of cleaning and painting exterior portions of improvements constructed on units; namely, roofs, stucco, wood trim, front doors.

(c) Expenses declared common expenses by provisions of this Declaration, the Articles, the Bylaws or the Condominium Act.

(d) Any valid charge against the Condominium property as a whole.

3.8) Condominium. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

3.9) Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

3.10) Utility Services. As used in the Condominium Act and as construed with reference to this Condominium and as used in the Declaration, Articles and Bylaws, utility services shall include, but not be limited to, electric power, gas, cable T.V., hot and cold water, heating, refrigeration, air-conditioning, and garbage, trash and sewage disposal, and solar energy system.

ARTICLE IV
Phases

4.1) Phase Development. This Condominium is intended to be the subject of phase development, as the same is permitted under the Condominium Act. The Condominium shall not exceed 71 units.

The development plan is to develop the Condominium of three phases, one (1) phase consisting of twenty-nine (29) Condominium units, one (1) phase consisting of Fifteen (15) Condominium units, and one (1) phase consisting of twenty-seven (27) Condominium units. The Developer is not obligated to develop any or all of the other phases or recreational amenities proposed to be constructed therein. The Developer may, but is not obligated to, expand or add recreation facilities without the consent of Unit Owners or the Association. The Developer may admit more than one phase to the condominium at any one time; the order in which the phases are admitted shall be at the discretion of the Developer subject to the limitations herein.

In Exhibit "A" on page two is the legal description of the land comprising phase II and phase III which may become a part of the Condominium. The Developer may make non-material changes in the legal description of a phase. A master plot plan and a survey depicting the location of each phase is on Exhibit "A", page one, attached.

The size of each unit in each phase shall be as follows:

(1) Phase I - a minimum of 3,744 square feet and a maximum of 8,235 square feet.

(2) Phase II - a minimum of 3,273 square feet and a maximum of 6,364 square feet.

O.R. 2010 PG 1914

(3) Phase III - a minimum of 3,631 square feet and a maximum of 11,931 square feet.

The time period within which each phase must be completed is:

- Phase II - prior to 8/16/94
- Phase III - prior to 8/16/94

No time-share estates will or may be created with respect to any units in any phase.

4.2) Submission of Additional Phases. The additional phases shall be added to the Condominium property by the Developer executing and recording an Amendment to this Declaration of Condominium, a proforma copy of which is attached as Exhibit "B".

The approval, consent or joinder is not required of the Association or the owners of any Condominium unit for such amendments to the Declaration of Condominium.

ARTICLE V
Development Plan

5.1) Development Plan. The Condominium is described and established as follows:

5.2) Survey, Graphic Description of Improvements and Plot Plan. A survey of the land, a graphic description of the lands constituting each unit and the identification of each unit by number so that no unit bears the same designation as any other unit and the plot plan thereof, all in sufficient detail to identify the common elements and each unit and their respective locations and dimensions are attached hereto as composite Exhibit "A" and made a part hereof.

5.3) Easements. Each of the following easements are hereby reserved in favor of the Developer, its grantees, designees, successors and assigns and the Unit Owners and are covenants running with the land of the Condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium.

(a) Utilities. Non-exclusive easements are reserved throughout the condominium property and improvements as may be required for utility services in order to adequately serve the condominium area. In the event any unit or common element encroaches upon any utility easement either granted or reserved hereby by plat or otherwise, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

(b) Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, parking areas and lawns and other

O.R. 2010 PG 1915

portions of the common elements as may be from time to time intended and designated for such purpose and use; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that the space may be specifically designated and assigned for parking purposes under the rules and regulations of the Association.

(c) Other Easements. Any other easements, as may be set forth in Exhibit "A".

5.4) Management Reservations by Developer.

Developer, subject to and limited by the terms of Section 5.4.A hereinafter set forth, reserves unto itself, its successors and assigns, the right to elect and to remove and replace from time to time all directors of the Association, none of whom need be unit owners until Developer has completed the sales of all units in the Condominium, or until January 1, 1996, whichever shall first occur (herein the "development and sales period"). The Developer may elect to surrender its control prior to such time if Developer indicates its waiver of such right in writing to the Association.

5.4.A) Proviso for Transfer of Control of Association. Notwithstanding anything set forth in Section 5.4 or otherwise set forth herein to the contrary, the following formula shall govern the transfer of control of the Association from the Developer to the Unit Owners:

(a) When Unit Owners other than the Developer own fifteen percent (15%) or more of the total Units that will be operated ultimately by the Association, such Unit Owners shall be entitled to elect one-third (1/3) of the members of the Board of Directors of the Association.

(b) Unit Owners other than the Developer shall be entitled to elect a majority of the Board of Directors of the Association at such time as the earliest of the following shall occur:

(i) Three (3) years after fifty percent (50%) of the total Units in the Condominium have been conveyed to purchasers, or

(ii) Three (3) months after ninety percent (90%) of the total Units in the Condominium have been conveyed to purchasers, or

(iii) When all the Units in the Condominium have been completed, some of them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business, or

(iv) When some of the units have

O.R. 2010 PG 1916

been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business.

(c) The Developer shall be entitled to elect one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent of the Units in the Condominium operated by the Association.

(d) The transfer of the control of the Association in accordance with the foregoing provisions shall take place pursuant to and in accordance with the Florida Condominium Act.

5.5) No Guarantee of Common Expenses During Development and Sales Period. The Developer does not guarantee the assessment for common expenses of the Condominium during the development and sales period. The Developer also does not guarantee the estimated operating budget of the Condominium or the schedule of expenses for each type of Unit. The Developer shall be excused, however, from the payment of the share of common expenses and assessments related to all those Units owned by the Developer and allocable to the period from the date this Declaration is recorded to the first day of the fourth calendar month following the month in which the closing of the sale of the first Unit by the Developer occurs. However, the Developer must pay the portion of common expenses incurred during the period which exceeds the amount assessed against other unit owners.

5.6) Improvements. Phase I of the Condominium includes twenty-nine (29) Residential Units. The common elements include improvements and facilities as shown on Exhibit "A". The Units, improvements and facilities are located substantially as shown in the plans attached hereto as Exhibit "A".

5.7) Unit Boundaries. Each unit shall include that part of the Condominium property which lies within the boundaries of the unit, which boundaries shall be determined in the following manner:

(a) Upper and Lower Boundaries - The upper and lower boundaries of each unit shall be determined in the same manner as provided from time to time by the laws of Florida then in force for the determination of boundaries and rights of an owner of a parcel of real property owned in fee simple not subject to Condominium ownership.

(b) Perimetrical Boundaries - The perimetrical boundaries of each unit shall be the vertical projections of the unit boundary lines, as depicted on the plot plan.

5.8) Common Elements. The common element of the Condominium include the land and all other parts of the Condominium not within the Units and include, but are not limited to the following items:

O.R. 2010 PG 1917

(a) All utility areas and installations of all utility services which are available to more than one Unit or to the common elements.

(b) All planting areas and planters (outside of Units), lawns, trees, grass and shrubs.

(c) Other recreation facilities, if any.

(d) All electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication system and all other ducts, conduits, cables, wires or pipe not within the Units and those within the Units but serving more than one Unit.

(e) The sprinkler systems.

(f) The forgoing and all other common elements shall be available for use by all Unit Owners without discrimination except as herein set forth. Such use will be without charge except as authorized by this Declaration.

ARTICLE VI
The Units

6.1) The Units. The Units of the Condominium are more particularly described and the rights of their owners established as hereinafter provided.

6.2) Unit Identification. Each Unit is identified by number shown on Exhibit "A".

6.3) Appurtenances to Units. The Owner of each Unit shall own a share and certain interests in the Condominium property, which share and interest are appurtenant to his Unit, including but not limited to the following items that are appurtenant to the Units as indicated:

(a) Common Elements and Common Surplus. The Condominium unit owners of all phases from time to time comprising the Condominium shall own equal undivided shares in the land and other common elements and in the common surplus.

(b) Association Membership. The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association.

6.4) Liability for Common Expenses. Each Unit Owner shall be liable for an equal share of the common expenses.

6.5) Formula for Sharing. The formula for sharing the common expenses and the common surplus and ownership in the common elements is a fraction, the numerator being one and the denominator being the number of units that are in the phases which have been submitted to condominium ownership.

ARTICLE VII
Maintenance, Alteration and Improvement

7.1) Maintenance, Alteration and Improvement. The responsibility for the maintenance of the Condominium property and restriction upon the alteration and improvement thereof shall be as hereinafter provided.

7.2) Association Responsibility and Expense. The painting and cleaning of the exterior and roof of improvements constructed on Units are the responsibility and the expense of the Association. The Association is also responsible for complete lawn and plant maintenance and the trimming of the shrubbery located on Units except those plantings with the privacy areas.

7.3) Unit Owner's Responsibility and Expense. The construction, maintenance and repair of all improvements placed on the unit except those Association expenses as stated in 7.2 above, are the responsibility and the expense of the unit owner.

7.4) Developer Approval. All construction, modification or other improvements to units must receive prior written approval of the Developer or the Board of Directors of the Association. No application for a building permit from the County of Sarasota shall be submitted until plans and specifications of the proposed work have been approved by the Board of Directors or its duly authorized committee. Failure to obtain such approval prior to application for a building permit shall entitle the Association to obtain a temporary injunction without notice from the Circuit Court of Sarasota County enjoining all work on the unit until the approval required under this paragraph has been obtained.

7.5) Absolute Authority. The Developer or the Board of Directors of the Association or its duly authorized committee shall have the absolute authority to refuse approval of building plans, modifications or improvements, colors, materials or aesthetic treatments to be incorporated into any proposed building or improvement.

7.6) No Change Without Approval. No change shall be made to the exterior of any improvement without the approval of the Developer or the Board of Directors of the Association.

7.7) Common Elements, By the Association. The maintenance, replacement, repair and operation of the common elements shall be the responsibility of the Association as a common expense.

7.8) Alteration and Improvements of Common Elements. After the completion of all the improvements included in the common elements which are contemplated by this Declaration, or which may be added or constructed by the Developer prior to January 1, 1996 there shall be no alteration or further improvement of common elements without prior approval of 75% of the Unit Owners. There shall be no change in the shares and rights of a Unit Owner in the common elements which are altered or further improved.

ARTICLE VIII
Assessments

8.1) Assessments. The making and collection of assessments against the Unit Owners for common expenses

G.R. 2010 PG 1919

shall be pursuant to the Bylaws and subject to the provisions hereinafter provided.

8.2) Share of Common Expenses. Each Unit Owner shall be liable for an equal share of the common expenses.

8.3) Annual Budget of Common Expenses. The annual Budget of Common Expenses shall be adopted by the Board of Directors of the Association.

8.4) Interest; Application of Payments. Assessments and installments of such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the general expense account.

8.5) Lien for Assessments. There shall be a lien for unpaid assessments as provided by the Condominium Act which shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

ARTICLE IX
Association

9.1) Association. The operation of the Condominium shall be by IRONWOOD VILLAS CONDOMINIUM ASSOCIATION, INC., a Corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the provisions hereinafter set forth.

9.2) Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "C".

9.3) Powers. The Association shall have all of the powers and duties reasonably necessary to operate the condominium property as set forth in the Condominium Act, this Declaration and the Articles of Incorporation and Bylaws of the Association, and as the same may be amended. It shall also have the power subsequent to the recording of this Declaration to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in real and personal property, including, but not limited to country clubs, club houses, 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 Unit Owners and to declare the expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses and may take such covenants and restrictions respecting the use of the facilities not inconsistent with the Condominium Act as may be desired. The Association shall also have the power to contract for the management of the Condominium and to delegate to the contractor all of the powers and duties of the Association except such as are specifically required by this Declaration, the Bylaws or the Condominium act to have the approval of the Board of Directors or the membership of the Association.

9.4) Bylaws. The administration of the Association and the operation of the Condominium property shall be governed by the Bylaws, a copy of which is attached as Ex-

O.R. 2010 PG 1920

hibit "D".

9.5) Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to Unit Owners for the injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained by the Association, or caused by the elements or other owners or persons.

9.6) Restraint Upon Assignment of Shares and Assets. The share of members in the funds and assets of the Association cannot be assigned, hypothecated, encumbered or transferred in any manner, except as an appurtenance of his Unit.

9.7) Approval or Disapproval of Matters. Whenever a decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

9.8) Membership and Voting Rights. All Unit Owners in the Condominium are and must be members of the Association. The owners of each Unit shall be entitled to cast one (1) vote for each Unit owned as provided in the Bylaws.

ARTICLE X
Insurance

10.1) Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the common elements of the condominium and insuring the Association and the unit owners, as its and their interest appear, in such amounts and providing such coverage as the Directors of the Association may determine from time to time. Premiums for the payment of such insurance shall be paid by the Association, and such premiums shall be charged as a common expense.

10.2) Casualty Insurance.

(a) Purchase of Insurance. The Association shall obtain fire and extended coverage insurance including vandalism and malicious mischief insurance, insuring all of the common elements within the condominium (including personal property owned by the Association) in and for the interest of the Association, its members and mortgagees of the units.

(b) Loss Payable Provisions. All policies purchased by the Association, shall be for the benefit of the Association, and all unit owners, and their mortgagees, as their interests may appear. The policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association. The Association shall hold the policies and the proceeds in trust for the benefit of the Association and the unit owners and their respective mortga-

O.R. 2010 Pg 1921

gees.

(c) Reconstruction or Repair. The Association shall use the insurance proceeds to repair or reconstruct the damaged common elements. Should the proceeds be insufficient to pay the cost of such repair or reconstructing, the the Board of Directors of the Association shall provide for payment from the common surplus or by special assessment pursuant to this declaration and appropriate law.

(d) Surplus. If there is a balance in the funds held by the Association after the payment of all costs of the repair and restoration, it shall be distributed to the beneficial owners of the fund in the manner elsewhere provided herein.

(e) Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed or according to the plans approved by the Board of Directors of the Association.

(f) Association's Power to Compromise Claim. The Association is hereby irrevocably appointed agent for each unit owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon the payment of claims.

10.3) Workmen's Compensation Policy. The Association shall obtain such workmen's compensation coverage as shall meet the requirements of law.

10.4) Other Insurance. The Association shall procure such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

10.5) Individual Insurance. The unit owner shall obtain fire and extended coverage insurance in connection with ownership and occupation of improvements on the unit for the full cost of reconstruction of said improvements. The Association will not be responsible to provide for any insurance on the individual condominium unit or its improvements. Proof of such insurance shall be supplied by the Unit Owners to the Association.

10.6) Reconstruction of Improvements on Units. In the event the improvements located on the Units are destroyed or partially destroyed, the Unit Owner shall reconstruct the improvements in accordance with the original plans and specifications under which they were originally constructed. The individual insurance policies described in 10.5 above shall be for the benefit of all Unit Owners, their mortgagees, and to the Association to enforce this provision, as their interests may appear. The policies shall provide that the insurance proceeds shall be paid only for such reconstruction unless the restrictions of this paragraph are waived by the Board of Directors of the Association.

O.R. 2010 PG 1922

ARTICLE XI
Use Restrictions

11.1) Use Restrictions. The use of the property of the Condominium shall be in accordance with the provisions hereinafter set forth.

11.2) Units. Each of the Units shall be occupied only by the owner, his tenants, servants and guests, and the respective families and guests of the Owner and his tenants, as a residence and for no other purpose. No one under the age of 16 years can reside in a unit. No Unit may be divided or subdivided into a smaller Unit not any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby.

11.3) Common Elements. The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

11.4) Nuisances. No nuisances shall be allowed upon the Condominium property, nor any use or practice not contemplated by this Declaration which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the common elements which will increase the rate of insurance upon the Condominium property.

11.5) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modifications or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

11.6) Leasing. Entire Units only may be rented, provided the occupancy is only by the Lessee and/or his family, his servants and guests.

11.7) Signs. No signs of any type shall be displayed anywhere on the Condominium property without the express permission of the Board of Directors of the Association.

11.8) Antennas, Aerials, Etc. If a dwelling is erected on any unit, no television antennas, room air-conditioners, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of any dwelling, without the prior permission of the Board of Directors of the Association.

11.9) Clothes Lines, Etc. No clothes lines, hangers or drying facilities shall be permitted or maintained on any Unit or in or on any part of the common elements, except by the Association, and, in the event a dwelling is erected, no clothes, rugs, draperies, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the

D. R. 2010 PG 1923

same from any window or door.

11.10) Electrical Apparatus. No electric machine or apparatus of any sort shall be used or maintained on any Unit which causes interference with the television or radio reception in the event dwellings are built on other Units.

11.11) Parking. No commercial vehicles or recreational vehicles may be parked upon the premises except in areas, if any, designated by the Board of Directors of the Association. No vehicles may be parked on the streets or on the lawns of the units.

11.12) Animals. No animals or birds are allowed, except for one cat or one small dog which must weigh 20 pounds or less. It must be kept on a leash unless it is within a dwelling which has been constructed on the Unit. If in the opinion of a majority of the Board of Directors, a particular pet constitutes a nuisance, then the Unit Owner, when notified in writing, shall be required to immediately remove said pet from the premises. The Unit Owner shall be responsible for cleaning up any excrement of his pet and for disposing of said excrement so that all Units are kept in a clean and sanitary condition.

11.13) Regulations. Reasonable rules and regulations concerning the use of the Condominium property may be made and amended from time to time by the Board of Directors of the Association, in the manner provided in the Articles or Bylaws, provided such rules and regulations are of uniform application. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium by request.

11.14) Proviso. Provided, however, that until the sales of all of the Units in the Condominium are closed, neither the Unit Owners, the Association, nor the use of the Condominium property by either Unit Owner or Association shall interfere with the sale or lease of the Units. Developer may make such use of the unsold Units and common elements as may facilitate such completion and sale or lease, including, but not limited to, maintenance of a sales office, the showing of the property, and the display of signs.

O.R. 2010 PG 1924

ARTICLE XII

Maintenance of Community Interests

12.1) Maintenance of Community Interests. Except as otherwise stated, in order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by any owner other than Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner covenants to observe. The Developer shall be required to obtain Association approval for any transfer described in 12.2(c) only.

12.2) Transfers Subject to Approval. The following transfers shall be subject to approval:

(a) Sale. No Unit Owner may dispose of a Unit or any interest therein by sale or other transfer without the approval of the Association.

(b) Gift, Devise or Inheritance. If any Unit Owner shall acquire his title by

gift, devise or inheritance or other means of transfer not herein set forth, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

(c) Lease, Rental or Occupancy in the Absence of the Owners. No Unit Owner may lease, rent or allow his Unit to be occupied in his absence without the approval of the Association.

12.3) Approval by Association. The approval of the Association which is required for the transfer of ownership of Units, leasing, renting or occupancy in the absence of the Unit Owner shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. A Unit Owner intending to make a bona fide sale or transfer of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser or transferee and/or such other information as the Association may reasonably require. Such notice, if a sale, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Gift, Devise or Inheritance; Other Transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(3) Leasing, Renting or Occupancy of Unit in Absence of Unit Owner. A Unit Owner intending to lease, rent, or allow his Unit to be used in his absence shall give written notice of his intent to the Association and such other information required by the Association thirty (30) days prior to such rental, lease or occupancy of the Unit.

(4) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice, may approve or disapprove the transaction of ownership, the Association shall proceed as if it had received the required notice on

O.R. 2010 Pg 1925

the date of such disapproval.

(b) Certificate of Approval. Within thirty (30) days after receipt of such notice and information of a proposed transfer, change of ownership, lease, rental or occupancy in the absence of the Unit Owner, as above set forth, the Association must either approve or disapprove the proposed transaction or continuance of ownership. If approved, the approval shall be stated in a certificate form, and in the case of a transfer of ownership, shall be delivered to the purchaser or Unit Owner and shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the Purchaser or Unit Owner.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the Units may be used only for residential purposes, and a corporation cannot occupy such a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the Unit be also approved by the Association.

(d) Fee for Approval. The Association may charge a fee in connection with each request for approval but in no event shall such fee be in excess of \$50.00.

12.4) Disapproval by Association. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed of as follows:

(a) Sale or Change of Ownership. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, or if the Unit Owner giving notice has acquired this title by gift, devise, inheritance or in any other manner, then within 30 days after receipt of such notice and information, the Association shall deliver or mail, by certified mail, to the Unit Owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(1) If the proposed transaction is a sale, the purchaser shall have the option (to be stated in the agreement) to pay the price as stated in the disapproved contract to sell, or to pay the fair market value determined by arbitration.

(2) If the Unit Owner has acquired his title by gift, devise, inheritance or any other manner, the sale price shall be the fair market value determined by agreement between seller and purchaser within 20 days of the delivery or mailing

O.R. 2010 PG 1926

of such agreement, and in the absence of such agreement, by arbitration.

(3) Arbitration shall be in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchaser.

(4) The purchase price shall be paid in cash at closing.

(5) The sale shall be closed within 30 days after delivery or mailing of said agreement to purchase, or within 10 days after the determination of the sale price if such is by arbitration, whichever is the later.

(6) A certificate of the Association executed by its President and Secretary approving the purchaser shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the purchaser.

(7) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction or changed ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the purchaser or Unit Owner, as the case may be.

12.5) Mortgage. No Unit Owner other than the Developer may mortgage his Unit or any interest therein, except to a bank, life insurance company, real estate investment trust, savings and loan association or other conventional institutional lender, or seller, or to a vendor to secure a portion or all of the purchase price, without the approval of the Association. The approval of any other mortgagee may be upon conditions determined by the Association, or may be arbitrarily withheld.

12.6) Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer or to a purchase by Developer or by a bank, life insurance company, real estate investment trust, savings and loan association or other conventional institutional lender, or seller, that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from

O.R. 2010 PG 1927

the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer or sale by Developer or by a bank, life insurance company, real estate investment trust, savings and loan association or other conventional institutional lender, or seller, that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to an execution sale, foreclosure sale, judicial sale or tax sale.

12.7) Unauthorized Transactions. Any sale or mortgage which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12.8) Notice of Lien or Suit.

(a) Notice of Lien. A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit other than for permitted mortgages, taxes and special assessments within 5 days after the attaching of a lien.

(b) Notice of Suit. A Unit Owner shall give notice in writing, to the Association of every suit or other proceeding which may affect title to his Unit, such notice to be given within 5 days after the Unit Owner receives knowledge thereof.

(c) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

ARTICLE XIII
Purchase of Units by Association

13.1) Purchase of Units by Association. The Association shall have the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage and convey the same with the approval of 66 2/3% of all Unit Owners.

13.2) Forced Sale. The Association shall have the right, without unit owner approval, to purchase a unit at clerk's sale, sheriff's sale, or foreclosure sale for a purchase price not to exceed the amount due the Association for assessments, fines, costs or attorney fee owed the Association by said unit.

ARTICLE XIV
Compliance and Default

14.1) Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations adopted pursuant thereto as set forth herein and as said documents and Rules and Regulations may be amended from time to time. Failure of a Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the relief, hereinunder provided, in addition to the remedies provided by the Condominium Act.

14.2) Enforcement. The Association and its directors, officers and agents are hereby empowered to en-

O.R. 2010 PG 1928

force this Declaration and the Bylaws and Rules and Regulations of the Association. The Association has the irrevocable right of access to each unit or building constructed upon such Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

14.3) Negligence. A Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the common elements, by the Unit Owner.

14.4) Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Bylaws, the Articles, the Condominium Act or the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, or for a declaratory judgment relating to the rights of the Association or Unit Owners thereunder, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys fees to be awarded by the court.

14.5) No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XV
Amendments

15.1) Amendments. Except as otherwise specifically provided herein, this Declaration of Condominium may be amended only in the manner hereinafter set forth.

15.2) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

15.3) Resolution and Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by at least sixty-six and two-thirds percent (66 2/3%) of the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) not less than 66 2/3% of the votes of the entire membership of the Association;

or

(b) until the first election of Direc-

D.R. 2010 PG 1929

tors, only by all of the members of the Board of Directors of the Association, provided the amendment does not increase the number of Units, decrease the total area of the property included within the Condominium, or alter the common elements.

15.4) Limitation on Amendment. No amendment shall discriminate against any Unit Owner nor against any Unit or class or groups of Units unless the Unit Owners so affected shall consent. No amendment shall change the provisions of Section 5.4. entitled "Management Reservations by Developer", Section 5.8(f), Section 11.13 entitled "Proviso", or Section 12.6 entitled "Exceptions" without the Developer's consent. Neither shall an amendment make any change in section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty", unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment.

15.5) Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by officers of the Association with all the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

ARTICLE XVI Termination

16.1) Termination. The Condominium may be terminated in the manner hereinafter provided, in addition to the manner provided in the Condominium Act.

16.2) Agreement. The Condominium may be terminated by the approval in writing of all of the Owners of the Units therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the Units and if the record owners of all mortgages upon the Units are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have the option to buy all of the Units of the other owners for a period ending on the sixtieth (60) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased, of an agreement to purchase signed by the record owners of the Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall affect a separate contract between each Seller and his purchaser.

O. R. 2010 PG 1930

O.R. 2010 PG 1931

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitration may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash at closing.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

16.3) Certificate. The termination of the Condominium shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Sarasota County, Florida.

16.4) Shares of Owners after Termination. After termination of the Condominium, the Unit Owner shall own the Condominium property and all assets of the Association as tenants in common, in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the common elements appurtenant to the owners' Unit prior to the termination.

16.5) Amendment. The section concerning termination cannot be amended without consent of all Unit Owners and of all record owners of mortgages upon Units.

ARTICLE XVII
Institutional First Mortgages

17.1) Defined. The term "institutional first mortgagees" as used in this declaration shall mean all savings and loan associations, banks, real estate investment trusts, the construction lender for the Condominium, if any, insurance companies or other conventional institutional lenders holding a mortgage upon any of the Condominium Units. Notwithstanding any of the foregoing provisions of this Declaration, the written consent of all institutional first mortgagees shall be first obtained prior to (1) the subdivision of any Unit; (2) any change in the percentage of ownership of the common surplus or common elements; (3) any change in the percentage of sharing the common expense or assessments; (4) any change in the voting rights; (5) any change in the insurance provisions; and (6) termination of the Condominium. The failure of the Association and the Board of Directors to comply with and fully perform the

terms of the Condominium documents and the Condominium Act may constitute an actionable default under the terms of any institutional first mortgage, at the election of such institutional first mortgage.

17.2) Unpaid Assessments. Notwithstanding anything herein to the contrary, no institutional first mortgagee who acquires title to a Unit by foreclosure or deed in lieu thereof shall be responsible for the payment of any unpaid assessments pertaining to such Unit existing or accrued at the time such institutional first mortgagee acquired title, unless the unpaid assessment is secured by a claim of lien which was recorded prior to the recording of the foreclosed mortgage.

ARTICLE XVIII
Continuation of Developer's Rights

18.1) Developer's Rights Inure to Benefit of Its Designees, Successors and Assigns. All powers, privileges, easements, rights, reservations, restrictions and limitations herein reserved or otherwise created for the benefit of the Developer shall inure to the benefit of the Developer's designees, successors and assigns.

ARTICLE XIX
Severability

19.1) Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision in this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

ARTICLE XX
Termination by Developer

20.1) Termination by Developer. Notwithstanding anything herein contained to the contrary, the Developer may terminate this Condominium at any time prior to the recordation of conveyance of the first Unit by filing and recording an instrument in the Public Records of Sarasota County, Florida, specifying that the Condominium is terminated, in which event this Declaration and all Exhibits hereto and all plats thereof shall be of no further force and effect.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]
[Signature]
[Signature]

HAMILTON & HAMILTON, a
Florida General Partnership

HAMILTON HOMES, INC., a
General Partner

By: [Signature]
ROBERT J. HAMILTON, President
(SEAL)

BOB HAMILTON HOMES, INC., a
General Partner

By: [Signature]
ROBERT S. HAMILTON, President
(SEAL)

O.R. 2010 PG 1932

Christine Verchot
Louis J. Shearer

BABES PLUMBING, INC., a
General Partner
By: M. M. Dalton
M. M. DALTON, President
(SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledgments, personally appeared ROBERT J. HAMILTON, as President of HAMILTON HOMES, INC., a Florida corporation, a General Partner of HAMILTON & HAMILTON, a Florida General Partnership, and he acknowledged before me that he executed the foregoing instrument as such officer for and on behalf of said corporation as its free act and deed through authority of its Board of Directors and that he affixed thereto the corporate seal of said corporation.

WITNESS my hand and official seal in the County an and State last aforesaid this 18th day of February 1988.

Louis J. Shearer
Notary Public

O.R. 2010 PG 1933

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Sept. 12, 1990
Bonded By U S F & G

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledgments, personally appeared ROBERT S. HAMILTON, as President of BOB HAMILTON HOMES, INC., a Florida corporation, a General Partner of HAMILTON & HAMILTON, a Florida General Partnership, and he acknowledged before me that he executed the foregoing instrument as such officer for and on behalf of said corporation as its free act and deed through authority of its Board of Directors and that he affixed thereto the corporate seal of said corporation.

WITNESS my hand and official seal in the County an and State last aforesaid this 18th day of February 1988.

Louis J. Shearer
Notary Public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Sept. 12, 1990
Bonded By U S F & G

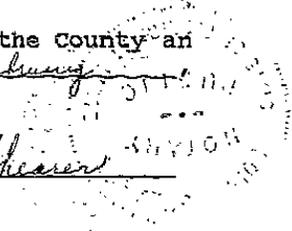
STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledg-

ments, personally appeared M. M. DALTON, as President of BABES PLUMBING, INC., a Florida corporation, a General Partner of HAMILTON & HAMILTON, a Florida General Partnership, and he acknowledged before me that he executed the foregoing instrument as such officer for and on behalf of said corporation as its free act and deed through authority of its Board of Directors and that he affixed thereto the corporate seal of said corporation.

WITNESS my hand and official seal in the County of and State last aforesaid this 18th day of February 1988.

Louis J. Shearer
Notary Public



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 12, 1990
Bonded By U S F & G

O.R. 2010 PG 1934

CONSENT OF MORTGAGEE

The undersigned Mortgagee, owner and holder of two mortgages on part of the real property described in Exhibit "A" to this Declaration of Condominium and recorded in Official Record Book 1912, page 1864, and in Official Record Book 1972, page 1027, Public Records of Sarasota County, Florida, consents to the foregoing Declaration of Condominium and the submission of the real property described in Exhibit "A" to the condominium form of ownership specified in the Declaration.

DATED this 16th day of February, 1988.

Executed in the presence of: FIRST FLORIDA BANK, N.A.

Melinda J. Boden

BY: Carol S. Davids
ASSISTANT VICE PRESIDENT

Raise Outlaw

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Carol S. Davids, as Assistant Vice President, of FIRST FLORIDA BANK, N.A., to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that s/he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of February, 1988.

Raise Outlaw
Notary Public

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires September 10, 1989
Bonded by USF & G.

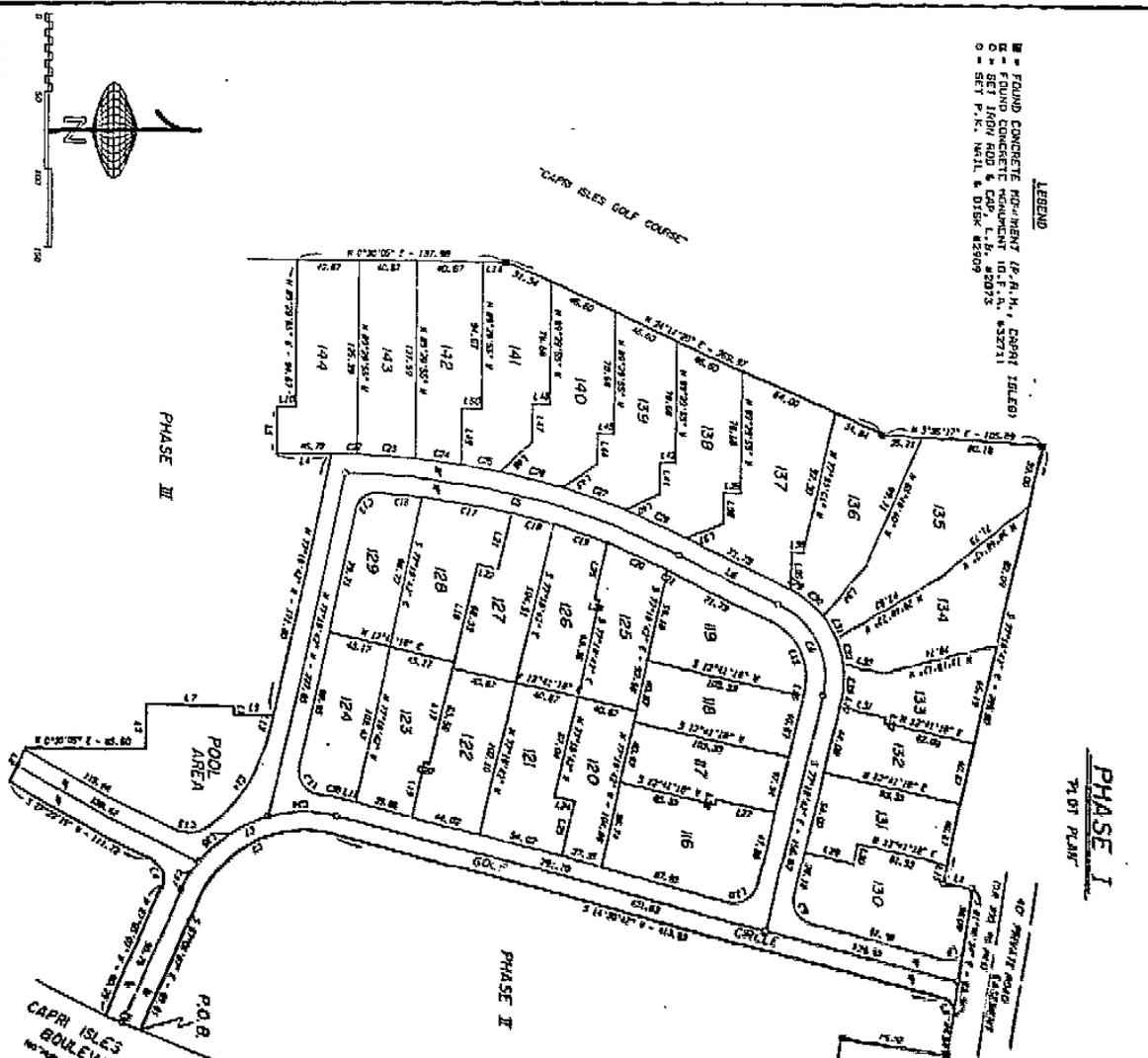
O.R. 2010 PG 1935



RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

O. R. 2010 PG 1938

"IRONWOOD VILLAS"
A LAND CONDOMINIUM
COUNTY OF SERRAVALLE
STATE OF FLORIDA
SEC. 3 - DEP. OF SALES - 08/22/18 DEPT



PHASE I
74.01 PLAN

PHASE II

PHASE III

UNIT	AREA	TYPE	STATUS	REMARKS
116	1,100	CONDO	RESERVED	
117	1,100	CONDO	RESERVED	
118	1,100	CONDO	RESERVED	
119	1,100	CONDO	RESERVED	
120	1,100	CONDO	RESERVED	
121	1,100	CONDO	RESERVED	
122	1,100	CONDO	RESERVED	
123	1,100	CONDO	RESERVED	
124	1,100	CONDO	RESERVED	
125	1,100	CONDO	RESERVED	
126	1,100	CONDO	RESERVED	
127	1,100	CONDO	RESERVED	
128	1,100	CONDO	RESERVED	
129	1,100	CONDO	RESERVED	
130	1,100	CONDO	RESERVED	
131	1,100	CONDO	RESERVED	
132	1,100	CONDO	RESERVED	
133	1,100	CONDO	RESERVED	
134	1,100	CONDO	RESERVED	
135	1,100	CONDO	RESERVED	
136	1,100	CONDO	RESERVED	
137	1,100	CONDO	RESERVED	
138	1,100	CONDO	RESERVED	
139	1,100	CONDO	RESERVED	
140	1,100	CONDO	RESERVED	
141	1,100	CONDO	RESERVED	
142	1,100	CONDO	RESERVED	
143	1,100	CONDO	RESERVED	
144	1,100	CONDO	RESERVED	

EACH UNIT SHALL INCLUDE THAT PART OF THE CONDOMINIUM PROPERTY SHOWN WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES SHALL BE DESCRIBED IN THE FOLLOWING MANNER:

1. UNITS ARE BOUND BY THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES SHALL BE DESCRIBED IN THE FOLLOWING MANNER:
2. UNITS ARE BOUND BY THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES SHALL BE DESCRIBED IN THE FOLLOWING MANNER:
3. UNITS ARE BOUND BY THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES SHALL BE DESCRIBED IN THE FOLLOWING MANNER:
4. UNITS ARE BOUND BY THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES SHALL BE DESCRIBED IN THE FOLLOWING MANNER:

1. ALL ROADS SHOWN HEREON ARE COMMON ELEMENTS.
2. UNITS ARE BOUND BY THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES SHALL BE DESCRIBED IN THE FOLLOWING MANNER:
3. THERE ARE RESERVED, SEPARATE OR JOINT IN COMMON, ALL RIGHTS AND INTERESTS IN THE LAND OF FLORIDA, INCLUDING BUT NOT LIMITED TO, THE RIGHT OF CONVEYANCE, THE RIGHT OF POSSESSION, THE RIGHT OF USE, THE RIGHT OF ENJOYMENT, THE RIGHT OF EXCLUSION, THE RIGHT OF TRANSFER, THE RIGHT OF DEVOLUTION, THE RIGHT OF SUCCESSION, THE RIGHT OF TESTAMENTARY DISPOSITION, THE RIGHT OF CONTRACT, THE RIGHT OF ASSIGNMENT, THE RIGHT OF DELEGATION, THE RIGHT OF ASSIGNMENT OF BENEFIT, THE RIGHT OF ASSIGNMENT OF INTEREST, THE RIGHT OF ASSIGNMENT OF SHARE, THE RIGHT OF ASSIGNMENT OF DIVIDEND, THE RIGHT OF ASSIGNMENT OF VOTE, THE RIGHT OF ASSIGNMENT OF OFFICE, THE RIGHT OF ASSIGNMENT OF AUTHORITY, THE RIGHT OF ASSIGNMENT OF LIABILITY, THE RIGHT OF ASSIGNMENT OF OBLIGATION, THE RIGHT OF ASSIGNMENT OF RESPONSIBILITY, THE RIGHT OF ASSIGNMENT OF ACCOUNTABILITY, THE RIGHT OF ASSIGNMENT OF LIABILITY, THE RIGHT OF ASSIGNMENT OF OBLIGATION, THE RIGHT OF ASSIGNMENT OF RESPONSIBILITY, THE RIGHT OF ASSIGNMENT OF ACCOUNTABILITY.
4. ALL LANDS NOT LOCATED WITHIN UNITS ARE COMMON ELEMENTS.
5. RESERVATION SHOWN AND DESCRIBED HEREON REFER TO SAID PLAN OF "CAPRI ISLES BOULEVARD", UNIT NO. 2.
6. EACH UNIT IS IDENTIFIED BY A NUMBER.

LENOXCO INC.
LAND SURVEYORS - LAND PLANNERS
CORPORATE TRUST SERVICES

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

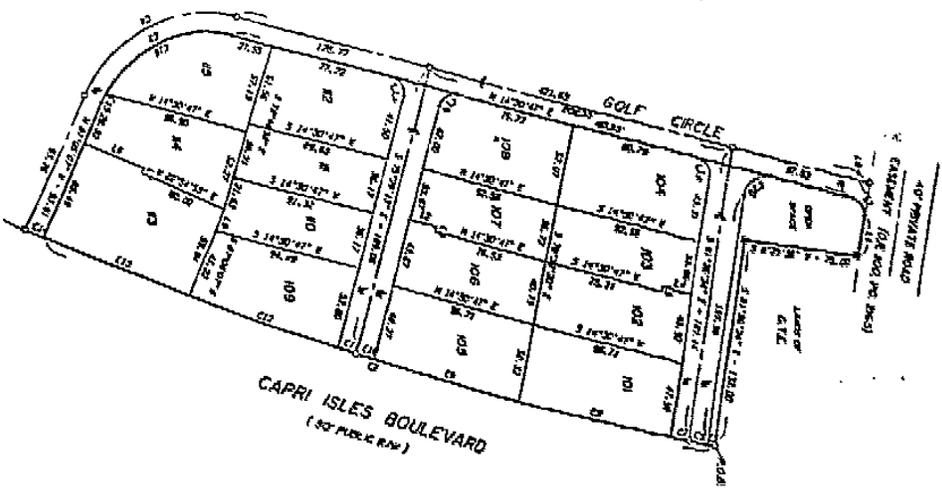
O.R. 2010 PG 1939

"IRONWOOD VILLAGES"
A LAND CONDORINIUM
COUNTY OF SERRASOTA
STATE OF FLORIDA
SEC. 9 - THE 81 SOUTH - SPACE 18 UNIT

PHASE II
100' MAIN

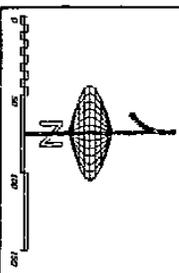
LEGEND
■ FOUND CONCRETE MONUMENT (P.R.M., 60091 (BLEB))
□ FOUND CONCRETE MONUMENT (C.M., 62271)
○ SET P.C. WALL & DISK 4009

PHASE I



UNIT NUMBER	AREA	OWNER	STATUS	REMARKS
101	1,234.56	...	...	...
102	1,234.56	...	...	...
103	1,234.56	...	...	...
104	1,234.56	...	...	...
105	1,234.56	...	...	...
106	1,234.56	...	...	...
107	1,234.56	...	...	...
108	1,234.56	...	...	...
109	1,234.56	...	...	...
110	1,234.56	...	...	...

- UNIT EGRESS**
- EACH UNIT SHALL INCLUDE THAT PART OF THE CONDORINIUM PROJECT WHICH LIES WITHIN THE EGRESS OF THE UNIT, WHICH EGRESS SHALL BE DETERMINED BY THE FOLLOWING METHODS:
1. DESIGN AND ACCESS PROVISIONS: THE DESIGN AND ACCESS PROVISIONS OF THE UNIT SHALL BE DETERMINED IN THE SAME MANNER AS PROVIDED FROM TIME TO TIME BY THE LAND OF FLORIDA FROM THE PLANS FOR THE ESTABLISHMENT OF CONDORINIUMS AND RIGHTS OF AN OWNER OF THE UNIT TO THE UNIT SHALL BE THE SIMPLE AND DIRECT ACCESS TO CONDORINIUM OWNERSHIP.
 2. PLANNING AND CONSTRUCTION: THE PLANNING AND CONSTRUCTION OF EACH UNIT SHALL BE THE VERTICAL PROJECTIONS OF THE UNIT BOUNDARIES LINED, AS SHOWN ON THE UNIT PLANS.
- GENERAL NOTES**
1. ALL NOTES SHOW HEREON ARE COMMON ELEMENTS.
 2. UNITS NOTED HEREON, ALL UNITS SHALL BE 90'.
 3. THERE ARE RESERVED EGRESS OF 10 FEET IN WIDTH ALONG ALL FRONT UNIT LINES FOR UTILITIES AND DRIVEWAY. IN ADDITION TO EGRESS SPECIFICALLY SHOWN HEREON.
 4. ALL LANDS NOT LOCATED WITHIN UNITS ARE COMMON ELEMENTS.
 5. HEADINGS SHOW AND IDENTIFIED HEREON REFER TO EACH PART OF COMMON ELEMENTS, UNIT NO. 2.
 6. EACH UNIT IS IDENTIFIED BY A NUMBER.



LEHMAN
LAND SURVEYING & ENGINEERING
CORPORATION

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

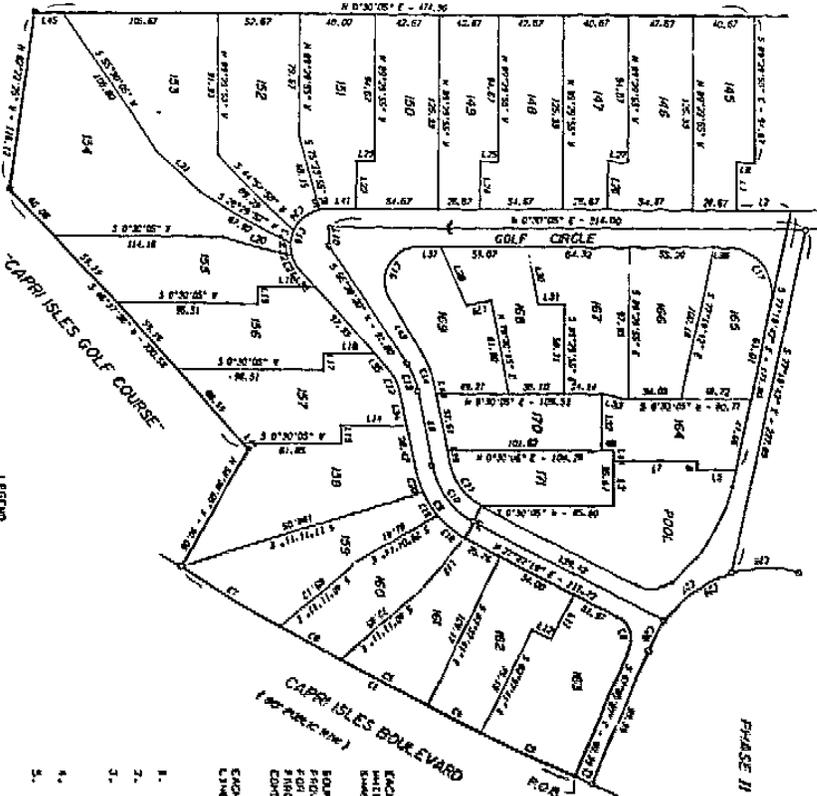
O.R. 2010 PG 1940

"IRONWOOD VILLAS"
A LAND CONDOMINIUM
COUNTY OF SARASOTA
STATE OF FLORIDA
SEC. 9 - 1/4, 29 SOUTH - PHASE 19 EAST

CONDOMINIUM PLAN

EXHIBIT "A"
Page 5

"CAPRI ISLES GOLF COURSE"



PHASE I

PHASE III
1/401 PLAN

PHASE II

UNIT	AREA	PERCENTAGE	COMMON ELEMENTS	RESERVED	REMARKS	OWNER
145	1,234.56	100%	None	None	None	None
146	1,234.56	100%	None	None	None	None
147	1,234.56	100%	None	None	None	None
148	1,234.56	100%	None	None	None	None
149	1,234.56	100%	None	None	None	None
150	1,234.56	100%	None	None	None	None
151	1,234.56	100%	None	None	None	None
152	1,234.56	100%	None	None	None	None
153	1,234.56	100%	None	None	None	None
154	1,234.56	100%	None	None	None	None
155	1,234.56	100%	None	None	None	None
156	1,234.56	100%	None	None	None	None
157	1,234.56	100%	None	None	None	None
158	1,234.56	100%	None	None	None	None
159	1,234.56	100%	None	None	None	None
160	1,234.56	100%	None	None	None	None
161	1,234.56	100%	None	None	None	None
162	1,234.56	100%	None	None	None	None
163	1,234.56	100%	None	None	None	None
164	1,234.56	100%	None	None	None	None
165	1,234.56	100%	None	None	None	None
166	1,234.56	100%	None	None	None	None
167	1,234.56	100%	None	None	None	None
168	1,234.56	100%	None	None	None	None
169	1,234.56	100%	None	None	None	None
170	1,234.56	100%	None	None	None	None
171	1,234.56	100%	None	None	None	None
172	1,234.56	100%	None	None	None	None
173	1,234.56	100%	None	None	None	None
174	1,234.56	100%	None	None	None	None
175	1,234.56	100%	None	None	None	None
176	1,234.56	100%	None	None	None	None
177	1,234.56	100%	None	None	None	None
178	1,234.56	100%	None	None	None	None
179	1,234.56	100%	None	None	None	None
180	1,234.56	100%	None	None	None	None
181	1,234.56	100%	None	None	None	None
182	1,234.56	100%	None	None	None	None
183	1,234.56	100%	None	None	None	None
184	1,234.56	100%	None	None	None	None
185	1,234.56	100%	None	None	None	None
186	1,234.56	100%	None	None	None	None
187	1,234.56	100%	None	None	None	None
188	1,234.56	100%	None	None	None	None
189	1,234.56	100%	None	None	None	None
190	1,234.56	100%	None	None	None	None
191	1,234.56	100%	None	None	None	None
192	1,234.56	100%	None	None	None	None
193	1,234.56	100%	None	None	None	None
194	1,234.56	100%	None	None	None	None
195	1,234.56	100%	None	None	None	None
196	1,234.56	100%	None	None	None	None
197	1,234.56	100%	None	None	None	None
198	1,234.56	100%	None	None	None	None
199	1,234.56	100%	None	None	None	None
200	1,234.56	100%	None	None	None	None
201	1,234.56	100%	None	None	None	None
202	1,234.56	100%	None	None	None	None
203	1,234.56	100%	None	None	None	None
204	1,234.56	100%	None	None	None	None
205	1,234.56	100%	None	None	None	None
206	1,234.56	100%	None	None	None	None
207	1,234.56	100%	None	None	None	None
208	1,234.56	100%	None	None	None	None
209	1,234.56	100%	None	None	None	None
210	1,234.56	100%	None	None	None	None
211	1,234.56	100%	None	None	None	None
212	1,234.56	100%	None	None	None	None
213	1,234.56	100%	None	None	None	None
214	1,234.56	100%	None	None	None	None
215	1,234.56	100%	None	None	None	None
216	1,234.56	100%	None	None	None	None
217	1,234.56	100%	None	None	None	None
218	1,234.56	100%	None	None	None	None
219	1,234.56	100%	None	None	None	None
220	1,234.56	100%	None	None	None	None
221	1,234.56	100%	None	None	None	None
222	1,234.56	100%	None	None	None	None
223	1,234.56	100%	None	None	None	None
224	1,234.56	100%	None	None	None	None
225	1,234.56	100%	None	None	None	None
226	1,234.56	100%	None	None	None	None
227	1,234.56	100%	None	None	None	None
228	1,234.56	100%	None	None	None	None
229	1,234.56	100%	None	None	None	None
230	1,234.56	100%	None	None	None	None
231	1,234.56	100%	None	None	None	None
232	1,234.56	100%	None	None	None	None
233	1,234.56	100%	None	None	None	None
234	1,234.56	100%	None	None	None	None
235	1,234.56	100%	None	None	None	None
236	1,234.56	100%	None	None	None	None
237	1,234.56	100%	None	None	None	None
238	1,234.56	100%	None	None	None	None
239	1,234.56	100%	None	None	None	None
240	1,234.56	100%	None	None	None	None

LEGEND
 1. ALL FENCES BOUND HENTON AND COMMON ELEMENTS.
 2. UNITS NOTED HEREON. ALL UNITS INCLUDE ARE NO.
 3. THERE ARE REINFORCED CONCRETE OF 10 FEET IN WIDTH ALONG ALL DRIVEWAY WALLS, CURBS, DRIVEWAYS AND DRIVEWAYS. IN ADDITION TO DRIVEWAYS SPECIFICALLY SHOWN HEREON.
 4. ALL UNITS NOT LOCATED WITHIN UNITS ARE COMMON ELEMENTS.
 5. REINFORCED CONCRETE AND DESIGNATED "WEDON" SETTER TO 1/4" PLAN OF CURBS, DRIVEWAYS, UNIT NO. 2.
 6. EACH UNIT IS IDENTIFIED BY A NUMBER.

LEGEND
 1. ALL FENCES BOUND HENTON AND COMMON ELEMENTS.
 2. UNITS NOTED HEREON. ALL UNITS INCLUDE ARE NO.
 3. THERE ARE REINFORCED CONCRETE OF 10 FEET IN WIDTH ALONG ALL DRIVEWAY WALLS, CURBS, DRIVEWAYS AND DRIVEWAYS. IN ADDITION TO DRIVEWAYS SPECIFICALLY SHOWN HEREON.
 4. ALL UNITS NOT LOCATED WITHIN UNITS ARE COMMON ELEMENTS.
 5. REINFORCED CONCRETE AND DESIGNATED "WEDON" SETTER TO 1/4" PLAN OF CURBS, DRIVEWAYS, UNIT NO. 2.
 6. EACH UNIT IS IDENTIFIED BY A NUMBER.

LEGEND
 1. ALL FENCES BOUND HENTON AND COMMON ELEMENTS.
 2. UNITS NOTED HEREON. ALL UNITS INCLUDE ARE NO.
 3. THERE ARE REINFORCED CONCRETE OF 10 FEET IN WIDTH ALONG ALL DRIVEWAY WALLS, CURBS, DRIVEWAYS AND DRIVEWAYS. IN ADDITION TO DRIVEWAYS SPECIFICALLY SHOWN HEREON.
 4. ALL UNITS NOT LOCATED WITHIN UNITS ARE COMMON ELEMENTS.
 5. REINFORCED CONCRETE AND DESIGNATED "WEDON" SETTER TO 1/4" PLAN OF CURBS, DRIVEWAYS, UNIT NO. 2.
 6. EACH UNIT IS IDENTIFIED BY A NUMBER.

IRONWOOD VILLAS,
A Condominium
Phase I

Legal Description

A portion of Block I, "CAPRI ISLES, Unit No. 2", as recorded in Plat Book 22, Pages 6-6B, of the Public Records of Sarasota County, Florida and being more particularly described as follows:

Commence at the most Northerly corner of said Block I, lying on the Southwesterly right-of-way line of Capri Isles Boulevard (80 foot r/w); thence, along said right-of-way line, South 08 deg. 40'12" East, 290.64 feet to the point of curvature of a curve to the Right; thence, along the arc of said curve, having a radius of 2154.33 feet, a central angle of 31 deg. 40'36", for an arc distance of 1191.05 feet for a point of beginning; thence, continue along said right-of-way line and the arc of said curve, having a radius of 2154.33 feet, a central angle of 00 deg. 38'18", for an arc distance of 24.00 feet; thence, leaving said right-of-way line, North 67 deg. 05'07" West, 90.29 feet to the point of curvature of a curve to the Left; thence, along the arc of said curve, having a radius of 15.00 feet, a central angle of 85 deg. 32'35", for an arc distance of 22.40 feet to the point of tangency; thence South 27 deg. 22'19" West, 111.72 feet; thence North 62 deg. 37'41" West, 24.00 feet; thence North 00 deg. 30'05" East, 85.60 feet; thence North 89 deg. 29'55" West, 29.05 feet; thence North 00 deg. 30'05" East, 54.00 feet; thence South 89 deg. 29'55" East, 5.33 feet; thence North 00 deg. 30'05" East, 25.72 feet; thence North 77 deg. 18'43" West, 171.80 feet; thence South 00 deg. 30'05" West, 37.09 feet; thence North 89 deg. 29'55" West, 30.66 feet; thence North 00 deg. 30'05" East, 12.00 feet; thence North 89 deg. 29'55" West, 94.67 feet to the Southwesterly line of said Block I; thence, along said Southwesterly line the following three (3) calls: North 00 deg. 30'05" East, 137.98 feet; thence North 24 deg. 11'20" East, 269.97 feet; thence North 03 deg. 36'17" East, 105.89 feet to the Southerly line of "CAPRI WEST", A Condominium, as recorded in Condominium Book 15, Pages 28-28J, of the aforementioned Public Records; thence along said line, South 77 deg. 18'43" East, 289.80 feet (calculated), South 77 deg. 24'22" East, 289.86 feet (plat); thence, North 08 deg. 23'36" East, 20.00 feet to the Southerly line of a 40 foot private road easement, as recorded in Official Record Book 1100, Page 2165, of the aforementioned Public Records; thence, along said line South 81 deg. 36'24" East, 82.34 feet to the point of curvature of a curve to the Left, whose center bears, South 08 deg. 23'36" West; thence, along the arc of said curve, having a radius of 10.00 feet, a central angle of 83 deg. 52'49", for an arc distance of 14.64 feet to the point of tangency; thence South 14 deg. 30'47" West, 413.93 feet to the point of curvature of a curve to the Left; thence, along the arc of said curve, having a radius of 73.98 feet, a central angle of 81 deg. 35'54", for an arc distance of 105.35 feet to the point of tangency; thence South 67 deg. 05'07" East, 93.81 feet to the point of being and containing 4.2626 acres, more or less.

O.R. 2010 Pg 1941

Subject to easements and restrictions of record.

AMENDMENT TO
DECLARATION OF CONDOMINIUM

OF

IRONWOOD VILLAS

a Condominium

SUBMITTING PHASE II

KNOW ALL MEN BY THESE PRESENTS: That the Declaration of Condominium of IRONWOOD VILLAS, a Condominium, recorded in Official Records Book _____, page _____, et seq., of the Public Records of Sarasota County, Florida, is hereby amended by the submission of, as part of the Condominium property, the lands and improvements depicted and described on the attached exhibit recorded in Condominium Book _____, page _____, of the Public Records of Sarasota County, Florida.

On the submission of Phase II, the Condominium contains a total of 44 units, and, pursuant to Article VI of the Declaration of Condominium, each unit owner, as an apurtenance to the unit, owns an undivided 1/44th fractional interest in the common elements of the Condominium.

Dated this _____ day of _____, 1987.

WITNESSES:

HAMILTON & HAMILTON, a
Florida General Partnership

By: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledgments, personally appeared _____ and _____, to be known to be the President and Secretary, respectively, of _____, a Florida corporation, a General Partner of HAMILTON & HAMILTON, a Florida General Partnership, and they acknowledged before me that they executed the foregoing instrument as such officers for and on behalf of said corporation as its free act and deed through authority of its Board of Directors and that they affixed thereto the corporate seal of said corporation.

O.R. 2010 PG 1942

WITNESS my hand and official seal in the County an
and State last aforesaid this _____ day of _____,
1987.

Notary Public

My Commission Expires:

O.R. 2010 PG 1943

AMENDMENT TO
DECLARATION OF CONDOMINIUM

OF
IRONWOOD VILLAS
a Condominium

SUBMITTING PHASE III

KNOW ALL MEN BY THESE PRESENTS: That the Declara-
tion of Condominium of IRONWOOD VILLAS, a Condominium, re-
corded in Official Records Book _____, page _____, et
seq., of the Public Records of Sarasota County, Florida, is
hereby amended by the submission of, as part of the Condo-
minium property, the lands and improvements depicted and
described on the attached exhibit recorded in Condominium
Book _____, page _____, of the Public Records of Sarasota
County, Florida.

On the submission of Phase III, the condominium
contains a total of 71 units, and, pursuant to Article VI of
the Declaration of Condominium, each unit owner, as an ap-
purtenance to the unit, owns an undivided 1/71st fractional
interest in the common elements of the condominium.

Dated this _____ day of _____, 1987.

WITNESSES: HAMILTON & HAMILTON, a
Florida General Partnership

By: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, the
undersigned authority duly authorized to take acknowledg-
ments, personally appeared _____ and
_____, to be known to be the President
and Secretary, respectively, of _____,
a Florida corporation, a General Partner of HAMILTON &
HAMILTON, a Florida General Partnership, and they acknow-
ledged before me that they executed the foregoing instrument
as such officers for and on behalf of said corporation as
its free act and deed through authority of its Board of
Directors and that they affixed thereto the corporate seal
of said corporation.

O.R. 2010 PG 1944

WITNESS my hand and official seal in the County an
and State last aforesaid this _____ day of _____,
1987.

Notary Public

My Commission Expires:

O.R. 2010 PG 1945

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of IRONWOOD VILLAS CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on August 14, 1987, as shown by the records of this office.

The document number of this corporation is N22050.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
20th day of August, 1987.



Jim Smith
Secretary of State

O.R. 2010 PG 1946

ARTICLES OF INCORPORATION

OF

IRONWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit
under the laws of the State of Florida

The undersigned hereby associate themselves for
the purpose of forming a corporation not for profit under
Chapter 617, Florida Statutes, and certify as follows:

O.R. 2010 PG 1947

ARTICLE 1

Name, Address and Registered Agent

1.1) Name. The name of the corporation shall be
IRONWOOD VILLAS CONDOMINIUM ASSOCIATION, INC., a corporation
not for profit. For convenience the corporation shall
herein be referred to as the "Association".

1.2) Address and Registered Agent. The street
address of the initial registered office of the Association
is 227 Nokomis Avenue S., Venice, Florida. The name of the
Association's initial registered agent at such address is
ROBERT J. DeBOER.

ARTICLE 2

Purpose

2.1) Purpose. The purpose for which the Associa-
tion is organized is to provide an entity pursuant to Sec-
tion 718.11 of the Florida Condominium Act for the mainte-
nance, operation and management of IRONWOOD VILLAS, a Condo-
minium, (herein the "Condominium"), located in Sarasota
County, Florida.

2.2) Distribution of Income. The Association
shall make no distribution of income to and no dividend
shall be paid to its members, directors, or officers.

2.3) No Shares of Stock. The Association shall
not have or issue shares of stock.

ARTICLE 3

Powers

3.1) Common Law and Statutory Powers. The Asso-
ciation shall have all of the common-law and statutory
powers of a corporation not in conflict with the terms of
these Articles of Incorporation or the Florida Condominium
Act.

3.2) Specific Powers. The Association shall have
all of the powers and duties set forth in the Condominium
Act of the State of Florida, these Articles of Incorporation
and by the Declaration of Condominium (hereinafter the
"Declaration") and all of the powers and duties reasonably
necessary to maintain, manage and operate the Condominium
pursuant to such Declaration and as it may be amended from
time to time, including but not limited to the following:

- (a) To make and collect assessments
against members as Unit Owners to defray
the costs, expenses and losses of opera-
tion.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate the Condominium property.

(d) To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as Unit Owners.

(e) To make and amend reasonable rules and regulations respecting the use of the property in the Condominium.

(f) To approve or disapprove the transfer, mortgage and ownership of Units in the Condominium.

(g) To enforce by legal means the provisions of the Condominium Act of the State of Florida, the Declaration of Condominium, these Articles of Incorporation, Bylaws of the Association and the regulations for use of the property of the Condominium.

(h) To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the Declaration of Condominium to have the approval of Directors or the membership of the Association.

(i) To contract for the management or operation of portions of the common elements susceptible to separate management or operation.

(j) To employ personnel to perform the services required for proper operation of the Condominium.

(k) To acquire or enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in real and personal property, 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 benefit the Unit Owners, to declare expenses in connection therewith to be common expenses, and to adopt covenants and restrictions relating to the use thereof.

(l) To purchase Units in the Condominium and to acquire and hold, lease, mortgage and convey the same, subject however, to the provisions of the Declaration and Bylaws relative thereto.

3.3) Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof

shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws of the Association.

3.4) Limitation on Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws of the Association.

ARTICLE 4
Members

4.1) Members. The members of the Association shall consist of all the record owners of Units in the Condominium from time to time, and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2) Change of Membership. After receiving any approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, of a deed or other instrument establishing a change of record title to a Unit in the Condominium. The Owner designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior owner is terminated.

4.3) Limitation on Transfer of Shares of Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's Unit.

4.4) Voting. The Owner of each Unit shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by Owners of a Unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5
Directors

5.1) Board of Directors. The affairs of the Association shall be managed by the Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three nor more than five Directors, and in the absence of such determination shall consist of three Directors. Directors need not be members of the Association.

5.2) Election of Directors. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Directors may be removed and vacancies on the Board of Directors shall be filled by in the manner provided by the Bylaws of the Association.

5.3) First Election of Directors. The first annual election of Directors by the membership shall not be held until January 1, 1996, or until Developer elects to terminate its control of the Association, or until required by the Florida Condominium Act. The transfer of control of the Association by the Developer to the members shall be as provided in the Declaration of Condominium for the Condominium.

5.4) First Board of Directors. The names and address of the members of the first Board of Directors who

D.R. 2010 PG 1949

shall hold office until their successors are elected and qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
ROBERT S. HAMILTON	245 N. Tamiami Trail Venice, Florida
M.M. DALTON	140 E. Miami Avenue Venice, Florida
ROBERT J. HAMILTON	245 N. Tamiami Trail Venice, Florida

D.R. 2010 PG 1950

ARTICLE 6
Officers

6.1) Officers. The affairs of the Association shall be administered by a President, Vice-President/Secretary and a Treasurer and such other officers as may be designated in the Bylaws of the Association. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated and elected by the Board of Directors are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
ROBERT S. HAMILTON	President	245 N. Tamiami Trail Venice, Florida
M.M. DALTON	Vice President/ Secretary	140 E. Miami Ave. Venice, Florida
ROBERT J. HAMILTON	Treasurer	245 N. Tamiami Trail Venice, Florida

The Directors and Officers may lawfully and properly exercise the power set forth in ARTICLE 3, particularly those set forth in Section 3.2(k), notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation or agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or who own some or all of the proprietary interest in the entity or entities with whom the corporation enters into such agreements. Disclosure of such agreements by setting forth the same in the Declaration of Condominium as initially declared or subsequently redeclared or amended, shall stand as an absolute confirmation of such agreements and the valid exercise by the directors and officers of this corporation of the powers pertinent thereto.

ARTICLE 7
Indemnification

7.1) Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of 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 at the time such expenses are incurred, except when the director or officer is adjudged guilty of

willful misfeasance in the performance of his duties; provided that in the event of a settlement the indemnification 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.

ARTICLE 8
Bylaws

8.1) Bylaws. The Bylaws of the Association shall be adopted by the Board of Directors of the Association and may be altered, amended or rescinded in certain instances by the Board of Directors and in certain instances by the membership in the manner provided by the Bylaws.

ARTICLE 9
Amendments

9.1) Amendments. Subject to the provisions of the Sections 9.2 and 9.3 of this Article 9, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Except as elsewhere provided, such approvals must be by not less than 66 2/3% of the voters of the entire membership. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

9.2) Limitation on Amendments. No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of ARTICLE 3 or Section 5.3 of ARTICLE 5, without approval in writing by all members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act of the State of Florida or the Declaration of Condominium.

9.3) Initial Amendments by First Board of Directors. Until the first election of directors by the members, amendments to these Articles of Incorporation may be proposed and adopted by the unanimous action of the First Board of Directors named in these Articles.

9.4) Certification. A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Sarasota County, Florida.

ARTICLE 10
Term

10.1) Term. The term of the Association shall be perpetual unless the Condominium is terminated pursuant to

D. R. 2010 PG 1951

the provisions of the Declaration and, in the event of such termination, the corporation shall be dissolved in accordance with the law.

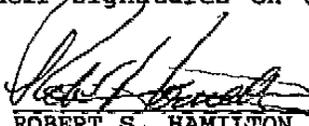
ARTICLE 11
Subscribers (Incorporators)

11.1) Names and Addresses. The names and residence addresses of the subscribers (incorporators) of these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
ROBERT S. HAMILTON	245 N. Tamiami Trail Venice, Florida
M.M. DALTON	140 E. Miami Avenue Venice, Florida
ROBERT J. HAMILTON	245 N. Tamiami Trail Venice, Florida

D. R. 2010 PG 1952

IN WITNESS WHEREOF, the subscribers (incorporators) have hereto affixed their signatures on this 6th day of August, 1987.



 ROBERT S. HAMILTON



 M.M. DALTON



 ROBERT J. HAMILTON

STATE OF FLORIDA
COUNTY OF SARASOTA

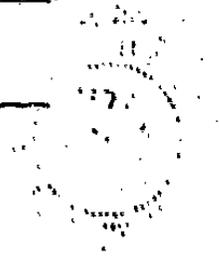
I HEREBY CERTIFY that on this day, before me an officer duly authorized to take acknowledgments, personally appeared ROBERT S. HAMILTON, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as his free act and deed for the purposes therein set forth.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of August, 1987.



 Notary Public

My Commission Expires: 9-27-88



STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me an officer duly authorized to take acknowledgments, personally

O.R. 2010 PG 1953

appeared M.M. DALTON, to me known to be the person described in and who executed the foregoing instrument, and s/he acknowledged before me that s/he executed the same as his/her free act and deed for the purposes therein set forth.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of August, 1987.

Mason O. Capasso
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 07, 1991
Bonded by USF&G



STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me an officer duly authorized to take acknowledgments, personally appeared ROBERT J. HAMILTON, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as his free act and deed for the purposes therein set forth.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of June, 1987.

[Signature]
Notary Public

My Commission Expires:

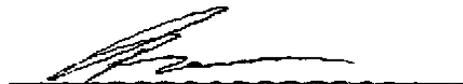
9-27-88



IRONWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

The undersigned hereby accepts the designation as registered agent of the above Corporation effective as of August 6, 1987.



ROBERT J. DeBOER

O.R. 2010 PG 1954

BYLAWS

OF

IRONWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

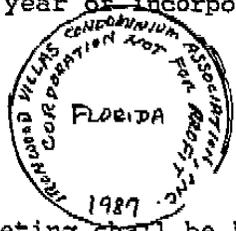
A corporation not for profit under the laws of the State of Florida

1. Identity. These are the Bylaws of IRONWOOD VILLAS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida (herein called the "Association"), the Articles of Incorporation of which were filed in the office of the Secretary of State of Florida on AUGUST 14, 1987. The Association has been organized pursuant to the Florida Statutes, for the purpose of administering, operating and managing IRONWOOD VILLAS, a Condominium (herein the "Condominium"), which is located upon certain lands in Sarasota County, Florida.

1.1 The office of the Association shall be at 601 Golf Drive, Venice, Florida 33595.

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

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:



2. Member's meetings.

2.1 The annual member's meeting shall be held at the office of the corporation or such other place as may be stated in the notice at 1:00 o'clock, P.M., E.S.T., on the 1st day of June of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday. The members shall meet at least once in each calendar year.

2.2 Special member's meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast twenty percent (20%) of the votes of the entire membership. A special meeting of the Unit Owners to recall a member or members of the Board may be called by at least ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of unit owners, which notice must state the purpose of the meeting. Special meetings as regard budgetary matters shall be called as required by Chapter 718, Florida Statutes.

2.3 Notice of all member's meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at this address as it appears on the books of the association and shall be mailed not less than 14 days nor more than 30 days prior to the date of the meeting. Proof of such meeting shall be given by the affidavit

O.R. 2010 PG 1955

of the person giving the notice. In addition, a notice of each meeting of the membership shall be posted at a conspicuous place on the Condominium property at least 14 days prior to each meeting of the members. The notice of the annual meeting of the members must be sent by mail to each Unit Owner and the post office certificate retained as proof of such mailing unless the particular Unit Owner has waived in writing the right to receive the notice of the annual meeting by mail.

2.4 A quorum at members' meeting shall consist of the owners of a majority of the units of the entire condominium. All decisions at a members' meeting shall be made by a majority of the units represented at a meeting at which a quorum is present, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

2.5 Voting.

(a) In any meeting of members the owners of units in the condominium shall be entitled to cast one vote for each unit, unless the decision to be made is elsewhere required to be determined in another manner.

(b) The vote of the owners of an apartment owned by more than one (1) person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the owner in attendance at the meeting shall cast the vote or if more than one owner is in attendance, the owner designated by those in attendance shall cast the vote.

2.6 Proxies. Votes may be cast in person or by proxy. Any person who has reached his majority may be named a proxy. A person named a proxy need not be a unit owner. 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.

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

2.8 The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- (a) Election of chairman of the meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.

O. R. 2010 PG 1956

- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

2.9 Waiver of Notice. The members may waive notice of any specific members' meeting in writing or orally before or after any meeting. The members may also act by written agreement without meeting.

2.10 Proviso. PROVIDED, however, that until the Developer of the Condominium has closed the sales of all of the units of the Condominium, or until January 1, 1996 or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no force or effect unless approved by the First Board of Directors, except as otherwise specifically required by the Florida Condominium Act.

3. Directors. The initial board of directors shall be three members. When the Developer terminates control, the board shall consist of at least three members, but not more than five members.

3.1 Board of Administration. The affairs of the Association shall be managed by a Board of Directors.

3.2 Number and Term. The Board of Directors shall consist of not less than three nor more than five directors. When the unit owners elect their first Board of Directors the number of Directors shall be three.

The term of each director shall be two years. When the unit owners first elect their directors after developer terminates its control, the two directors receiving the highest number of votes will be elected for two year terms and the one director elected with the least number of votes will be elected for a one year term. After the initial election of directors, all directors shall be elected for two year terms.

3.3 Election of directors shall be conducted in the following manner:

- (a) Election of directors shall be held at the annual members' meeting.
- (b) A nominating committee of three members shall be appointed by the Board of Directors not less than 60 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving whose term is expiring. Nominations may be made from

the floor.

(c) The election shall be by a ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting be entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(e) Subject to the provisions of Section 718.301, Florida Statutes, any director may be removed with or without cause by the vote or agreement in writing by a majority of all unit owners. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(f) Provided, however, that until the Developer of the Condominium has closed the sales of all of the units of the Condominium, or until January 1, 1996, or until Developer elects to terminate its control of the Condominium, or until otherwise specifically required by the the Florida Condominium Act, whichever shall first occur, the first directors of the Association shall serve. In the event of vacancies, the Developer (or if it fails to do so, the remaining directors) shall fill the vacancies, except as may be otherwise specifically provided by the Florida Condominium Act. The transfer of control of the Association from the Developer to the members shall be as provided in the Declaration of Condominium.

3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected.

3.5 Regular meetings of the Board of Directors 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 (except for any such meeting at which the adoption of the annual budget is to be considered) shall be given to each director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting.

3.6 Special meetings of the directors may be called by the president and must be called by the Secretary at the written request of one-third of the directors. Notice of special meetings (except for any such meeting at which the adoption of the annual budget is to be considered and except for an emergency) shall be given personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

O.R. 2010 PG 1958

3.7 Directors Meetings Open. All meetings of the Board of Directors shall be open to all Units Owners.

3.8 Notice to Unit Owners. Notices of all meetings of the Board of Directors "To The Attention of all Unit Owners" shall also be posted conspicuously on the Condominium property forty-eight (48) hours in advance, except in an emergency.

3.9 Meeting to Adopt Annual Budget. The members must be given written notice of the time and place of the meeting at which the Board of Directors will consider the annual budget. A copy of the proposed annual budget of common expenses and proposed annual budget of common expenses and proposed assessments must be mailed to the members not less than thirty (30) days prior to such meeting, together with the written notice of such meeting. The meeting shall be open to the Unit Owners.

3.10 Waiver of Notice. Any director may waive the notice of a meeting to which he is entitled before or after the meeting and such waiver shall be deemed equivalent to the giving of notice to such director.

3.11 A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Condominium Act, the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

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

3.13 Joinder in Meeting by Approval of Minutes. A director may join in the action of a meeting by signing and concurring in the minutes of that meeting but such concurrence may not be used for the purpose of determining a quorum.

3.14 The presiding officer of directors' meeting shall be the President. In the absence of the presiding officer the directors present shall designate one of their number to preside.

3.15 The order of business at directors' meetings shall be:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (c) Reading of and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of officers.
- (f) Unfinished business.

(g) New business.

(h) Adjournment.

3.16 Compensation; neither Directors nor officers shall receive compensation for their services as such.

4. Powers and Duties of the Board of Directors.

All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by the Articles of Incorporation, the Declaration of Condominium and these Bylaws, and all of the powers and at duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the powers as set forth in the Articles of Incorporation.

5. Officers.

5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and shall serve at the pleasure of the Board of Directors. Any person may hold two or more offices, except that the President shall not be also the Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

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

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices;

O. R. 2010 PG 1960

and he shall perform all other duties incident to the office of Treasurer.

5.6 The compensation, if any, of all employees of the Association shall be fixed by the Directors. The provision against compensation for Directors and officers shall not preclude the employing of a Director or officer as an employee of the Association, nor preclude the contracting with a Director for the management of the Condominium.

5.7 All officers serve at the pleasure of the Board of Directors. Any officer may be removed by a vote of not less than 51% of the Directors, at a special meeting called for that purpose.

6. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. The receipt and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expense, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which shall include the funds to be used for capital expenditures, for additional improvements or additional personal property that will be part of the common element.

6.2 Annual Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the anticipated current common operating expenses and unpaid operating expense previously incurred and to provide and maintain funds for the foregoing reserves according to good accounting practices.

(a) Provided, however, that until the Developer of the Condominium has closed the sales of all units of the Condominium, or until January 1, 1996, or until Developer elects to terminate its control of the Condominium, whichever shall first occur, the Board of Directors may omit from the budget all allowances for con-

O.R. 2010 Pg 1961

tingencies and reserves, except for reserves required by statute.

(b) If the budget is amended after adoption, a copy of the amended budget shall be furnished to each member.

(c) Excessive Budget: Where the annual budget for common expenses requires assessments against the unit owners in any fiscal or calendar year exceeding 115% of such assessments for the previous year, the Board of Directors, upon written application of at least ten percent (10%) of the Unit Owners, shall call a special meeting of the Unit Owners within thirty (30) days from receipt of such application upon not less than ten (10) days' written notice to each Unit Owner. At the special meeting the Unit Owners shall consider and adopt a budget. The budget shall be adopted by a vote of not less than a majority of the Unit Owners present and voting.

O.R. 2010 PG 1962

6.3 Assessments. Assessments against the members for their proportionate shares of the annual budget shall be made by the Board of Directors quarterly in advance on or before the 15th day of the last month preceding the calendar quarter for which the assessments are made. Such assessments shall be due and payable on the first day of the calendar quarter for which they are made. If a quarterly assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the quarterly assessment proves to be insufficient, the assessment may be amended at any time by the Board of Directors if the assessments for the year to date do not exceed the annual budget for that year. Any assessments that do exceed such limitation shall be subject to the majority approval of the membership of the Association. The unpaid portion of the amended assessment shall be due upon the first day of the month next succeeding the month in which the amended assessment is made or as otherwise provided by the Board of Directors.

6.4 Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the quarterly assessments for common expenses shall be made only after notice of the need for such proposed assessment is given to the unit owners. After such notice and upon approval in writing by persons entitled to cast at least one-half of the votes of the unit owners concerned, the assessment shall become effective and it shall be due and payable at such time and in such manner as the Board of Directors of the Association may require in the notice of such assessment.

6.5 Assessments for Betterments and Reserves. The Board of Directors of the Association may impose assessments for betterments to the Condominium on the members and may also establish reserves. In determining whether a current year's assessments are in excess of the assessments for the preceding year, assessments for betterments shall be excluded.

6.6 The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the As-

sociation shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.7 An annual audit of the accounts of the Association shall be made by a certified public accountant, if requested by at least a majority of the Unit Owners, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is requested and made.

6.8 Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors. The premiums on such bonds shall be paid by the Association.

7. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these Bylaws.

8. Amendments. These Bylaws may be amended in the following manner:

8.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

8.2 A resolution adopting a proposed amendment be proposed by either the Board of Directors of the Association or the members. Directors not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) by not less than 66 2/3% of the votes of the entire membership of the Association; or

(b) until the first election of directors, by all of the members of the first board of directors.

8.3 Proviso. Provided, however, that no amendment shall discriminate against any unit owner not against any unit or class or group of units unless the unit owners so affected shall consent and no amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Provided further, that no amendment shall be made to Sections 2.10, 3.3f or 6.2a without the written approval of the Developer of the Condominium.

8.4 Amendments. All amendments shall be in the form prescribed by Section 718.112, Florida Statutes.

8.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall be executed by the appropriate officers of the association with the formalities of a deed. The amendment shall be effective when such certificate and amendment are recorded in the Public Records of Sarasota County, Florida.

O.R. 2010 PG 1963

9. Minutes. Minutes of all meetings of the members and all meetings of the Board of Directors shall be kept in a book and shall be available for inspection by unit owners and board members and their authorized representatives at all reasonable times. All minutes shall be retained for a period of not less than seven (7) years.

10. Rules and Regulations. The Board of Directors may adopt reasonable rules and regulations to be uniformly applied to all members governing the details of the operation and use of the common elements.

11. Association May Acquire and Enter Into Agreements. Subsequent to the recording of the Declaration of Condominium, the Association may acquire or enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in real and personal property, including but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the Condominium, for the enjoyment, recreation or other use or benefit of the members; and the expense of rental, membership fees, operations, replacements and other undertakings in connection therewith shall be part of the common expenses. The Board of Directors of the Association may adopt covenants and restrictions relating to the use of such facilities.

12. Arbitration of Internal Disputes. Internal disputes arising from the operation of the condominium among unit owners, the association, their agents and assigns may be resolved by voluntary binding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales and Condominiums pursuant to F.S. 718.112(2)(m). Each party to the dispute first must agree to the arbitration process and, in such case, the arbitrator's decision will be final. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction. Nothing in this article shall preclude any party from proceeding alternatively in the manner prescribed in Article X above.

O. R. 2010 PG 1964

RECORDED & INDEXED
FEB 15 1 31 PM '82