

This instrument prepared by:
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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF IRONWOOD VILLAS, A CONDOMINIUM

WHEREAS, the original Declaration of Condominium of Ironwood Villas, A Condominium, Englewood, Florida (the “Original Declaration”) was recorded in Official Records Book 2010, Page 1912, et seq., as amended in the Public Records of Sarasota County, Florida, and the Plat of Ironwood Villas, A Land Condominium was recorded in Condominium Plat Book 27, Pages 4-4CD in the Public Records of Sarasota County, Florida.

Pursuant to Section 718.110(1), Florida Statutes, the Original Declaration is hereby amended and restated in its entirety by the recording of this Amended and Restated Declaration of Condominium of Ironwood Villas Condominium, A Condominium (“Declaration”). Nothing herein shall in any way alter the configuration or size of any Condominium Unit or the appurtenances to any Unit, the percentage or proportionate share by which the Owner of a Unit shares the Common Expenses, Common Elements, and the Common Surplus as created by the Original Declaration amended herein. The purpose of this amendment and restatement is to make certain and specific changes within this Declaration to bring it into compliance with the Florida Condominium Act and the Florida Administrative Code, to incorporate prior amendments to the Original Declaration, and to provide a complete and updated document regarding the restrictions on the Units in this Condominium.

This is a substantial rewording of the Original Declaration. See the Original Declaration and prior amendments for prior text.

ARTICLE I IDENTIFICATION

1.1 Name and Location: The name by which this Condominium shall be identified is IRONWOOD VILLAS CONDOMINIUM (the “Condominium”), located in Sarasota County, Florida.

1.2 The Lands: The lands which have been previously submitted to the condominium form of ownership are the lands described in Exhibit “A” which is attached hereto and incorporated herein.

1.3 Survey and Plot Plan: The Condominium is a land condominium. A survey of the lands described in Article 1.2 above and a plot plan locating the improvements thereon and identifying each Condominium Unit, a graphic description of the improvements in which the Units are located, and the Common Elements and their relative locations and approximate dimensions are attached hereto as Exhibit “B” and are incorporated herein, and are also recorded in Condominium Plat Book 27, Pages 4-4D, in Public Records of Sarasota County, Florida. The

locations, dimensions, description, identification and numbering or lettering of the respective condominium units shall be described in Exhibit "B." A Unit shall consist of the space identified in Exhibit "B." In the event that the actual physical location of any Unit at any time does not precisely coincide with Exhibit "B," the actual physical locations shall control over the locations, dimensions, and descriptions contained in Exhibit "B."

1.4 **Number of Units:** The Condominium consists of a total of seventy-one (71) Units.

ARTICLE II DEFINITIONS

2.1 **Articles** means the Amended and Restated Articles of Incorporation of Ironwood Villas Condominium Association, Inc., attached hereto as Exhibit "C."

2.2 **Assessment** means a share of the funds required for the payment of the Common Expenses which from time to time is assessed against the Unit Owner.

2.3 **Association** means Ironwood Villas Condominium Association, Inc., and its successors and assigns.

2.4 **Board** means the Board of Directors of the Association which is responsible for the operation and administration of the Association.

2.5 **Bylaws** means the Amended and Restated Bylaws of Ironwood Villas Condominium Association, Inc., attached hereto as Exhibit "D."

2.6 **Common Elements** means the portions of the Condominium Property not included within any Unit as further defined in Article III hereof, together with all improvements, devices, or installations which are of common use or are otherwise necessary for the common use or existence of any other property owned by the Association and for the maintenance and operation of the Condominium or of the Common Elements.

2.7 **Common Expenses** means all expenses for the operation, maintenance, repair, or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expense designated as a Common Expense by the Condominium Act, the Declaration, the documents creating the Condominium, or the Bylaws, as further defined in Article VIII hereof.

2.8 **Common Surplus** means the amount of all receipts of the Association, including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements, in excess of the amount of the Common Expenses.

2.9 **Condominium Act** means the Florida Condominium Act, Chapter 718, Florida Statutes, as amended, which shall apply to this Condominium.

2.10 **Condominium Documents** means this Declaration, the Articles, Bylaws, and Rules and Regulations, all exhibits to any of those documents, and all amendments thereto as may be adopted from time to time.

2.11 **Condominium Parcel** means the combinations of a Condominium Unit and the undivided share in the Common Elements appurtenant to the Unit.

2.12 **Condominium Property** means the land and personal property that is subjected to condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.13 **Condominium Unit or Unit** means that portion of the Condominium Property which is subject to private ownership as defined by the Condominium Act, as further and specifically described in this Declaration and as designated on the Association's Condominium Plat.

2.14 **Declaration** means this instrument.

2.15 **Dwelling** means the residence constructed on and located within the boundaries of a Unit.

2.16 **Improvements** means all structures, including a Dwelling, or any portion thereof, and artificial changes to the natural environment (exclusive of landscaping), located on the Condominium Property.

2.17 **Member** means and refers to any person, natural or corporate, who is a Unit Owner.

2.18 **Unit** means a part of the Condominium property which is to be subject to exclusive ownership, as further defined in Article IV, below.

2.19 **Unit Owner or Owner** means the owner of a Condominium Parcel.

ARTICLE III COMMON ELEMENTS

3.1 **Undivided Share of Common Elements:** Each Unit Owner owns an undivided one-seventy-one (1/71th) share in the Common Elements. Any right, title or interest in a Condominium Unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the Common Elements and a right to use the Common Elements in conjunction with the owners of other Condominium Units.

3.2 **Common Elements:** The Common Elements shall include but not be limited to the following:

A. All of the real property heretofore described in Article I of this Declaration and Exhibit "A," except for the Units;

B. The recreational facilities and the clubhouse;

C. All improvements and installations which are not included within the boundaries of the respective Condominium Units;

D. All roadways, paths, and other means of ingress and egress being a part of the Condominium Property;

- E. The sprinkler systems in the community;
- F. All trees and landscaping outside of the Units, except those located within the privacy area of a Unit;
- G. Any utility areas and installations of utility services which are available to more than one (1) Unit or to the Common Elements;
- H. All electrical apparatus and wiring, plumbing, pipes, communication service installations, ducts, conduits, and cables which are available to more than one (1) Unit or to the Common Elements;
- I. All tangible personal property required for the administration, maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners;

3.3 Use and Enjoyment: The Unit Owners in the aggregate shall be entitled to equal and full use and enjoyment of all the Common Elements, except as they may be restricted by the reasonable and uniform regulations duly adopted by the Board, which usage shall always be in recognition of the mutual rights and responsibilities of the Unit Owners.

ARTICLE IV DESCRIPTION OF CONDOMINIUM AND UNIT BOUNDARIES

4.1 Appurtenances, Possession and Enjoyment: The Condominium Parcel is a separate parcel of real property owned in fee simple. A Unit shall not be separable from the parcel and shall pass with each Unit as appurtenances thereto an undivided share in the Common Elements.

4.2 Unit Boundaries: Each Unit shall include that part of the Condominium Property which lies within the boundaries of the Unit, which shall be determined as follows:

A. **Upper and Lower Boundaries:** The upper and lower boundaries of each Unit shall be determined in the same manner as for the determination of the upper and lower boundaries and rights of a parcel of real estate 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 Association's Plat.

4.3 Unit Designations: Each of the seventy-one (71) Units in the Condominium is designated by a Unit number one hundred one (101) through one hundred seventy-one (171), as indicated on the Association's Plat.

ARTICLE V EASEMENTS

The following non-exclusive easements are expressly provided for and granted and/or reserved in favor of the Association, the Unit Owners and Occupants in this Condominium, their

successors and assigns, and their guests, invitees, or other authorized occupants or visitors as follows:

5.1 Access: A perpetual easement over the Common Elements shall exist for the purpose of ingress, egress, passage and entry in favor of the Unit Owners and their guests, and for the invitees, and any agent, employee, or designee of the Association.

5.2 Utilities: Perpetual, non-exclusive easements are reserved throughout the Condominium Property and improvements as may be required for utility services which may be provided by the Association, its successors and assigns, or by any utility company to provide services to the Condominium. The grant of easement includes the right to install and maintain all necessary equipment upon the Condominium Property and to enter upon the Condominium Property to service same. 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.

5.3 Encroachments: In the event that any Condominium Unit or Common Element shall encroach upon any of the Common Elements of the Condominium Property or upon any Condominium Unit, for any reason except the intentional or negligent act of another Unit Owner, then an easement shall exist to the extent of such encroachment for so long as the same shall exist. There shall also be a valid easement appurtenant for the maintenance of such encroachments.

5.4 Traffic: A perpetual easement shall exist for pedestrian traffic over, through and across sidewalks, walkways, driveways, recreation facilities, parking areas and lawns and other portions of the Common Elements as may be necessary and intended and designated for such purpose and use for the purpose of going from one portion of the Condominium Property to another, and for vehicular traffic across such portions of the Condominium Property as may be paved and intended for such purpose, as may be necessary for the Unit Owners, Guests, the Association, and its agents, assigns, and invitees. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Property unless it is upon an area specifically designated for such pedestrian or vehicular traffic and be necessary for such ingress and egress as described above, and under no circumstances shall such traffic be allowed through or over any Condominium Unit. Provided additionally that no person or entity shall have 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.

5.5 Maintenance: Perpetual, non-exclusive easements are reserved for the Association, its agents, assigns, and invitees throughout the Condominium Property for maintenance purposes in order to adequately maintain the Condominium.

5.6 Easement Rights: The Association shall at all times subsequently have the right, power and authority to declare and create, convey and dedicate, modify, relocate and amend, without joinder and consent of any Unit Owner, mortgagee, or lienor, or, with respect to the Association,

reasonable easements over, upon, in and through the Condominium Property for drainage, utility or other purposes and for ingress and egress, provided however, that at the time of the creation of such easements and at the time of the modification or amendment of any such easements, such easements and such modifications and amendments shall not unreasonably interfere with the peaceful and lawful use and enjoyment of the Condominium Property and the Units by the Unit Owners.

ARTICLE VI MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

6.1 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.

6.2 Association Maintenance Responsibility and Expense: The Association shall maintain, repair, and replace at the Association's expense all of the Common Elements. Further, except for the roofs, the painting and cleaning of the exterior vinyl and painting of the stucco on the exterior of improvements constructed on Units are also the maintenance responsibility and the expense of the Association. The Association is also responsible for complete lawn, plant and tree maintenance for the Units, including the spreading of mulch on the Units from time to time when deemed necessary by the Board, and the trimming of the shrubbery and trees located on the Units, including cleaning up and removing tree limbs and branches which result from severe weather, except those plantings within the privacy areas. The Association shall also remove trees on Units which fall due to severe storm and/or lightening damage, but should the Unit Owner receive any insurance proceeds for such tree removal, he/she is obligated to provide such funds to the Association up to the amount of the expense actually incurred by the Association.

The mailboxes and light posts located on the Units are the property of the Association, and the Association is therefore responsible for their maintenance and replacement. The Board will determine when it is necessary to replace and/or perform maintenance and/or change the style or color of the entirety of the light posts and/or mailboxes in the community. When the Board makes such a determination it will appoint a Committee that will be responsible for polling the Unit Owners to explore the will of the community, and to explore various options for the maintenance, replacement, and/or change of color or style of the light posts and mailboxes.

The Committee will then present its findings/recommendations to the Board. The Board will then be responsible for making the final determination as to the style, color, and material of the light posts and mailboxes located on the Units.

Unit Owners shall promptly report to the Association any defect or need for repairs for which the Association is responsible for remedying.

The Association shall have the irrevocable right to have access to each Unit during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any Common Elements therein or accessible there from, and during any hours for performing such

emergency repairs or procedures therein as may be necessary to prevent damage to the Common Elements or to another Unit. The Association may elect to maintain, repair, or replace portions of the Units as a Common Expense in the discretion of the Board in the reasonable exercise of its business judgment, when such maintenance, repairs, or replacements will preserve the appearance of the Condominium, result in cost savings, and/or otherwise be beneficial to the Condominium and its Members.

Notwithstanding the provisions of the above paragraphs, if, due to the willful, careless or negligent act or omission of a Unit Owner, a member of the family, pet, guest, invitee or other authorized Occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance shall be required which would otherwise be a Common Expense, then such Unit Owner shall be responsible for such damage and such maintenance as may be determined by the Association, and the Association may collect the costs for same from the Unit Owner.

6.3 Unit Owner Maintenance Responsibility and Expense: The construction, maintenance, and repair of all improvements placed on the Unit, with the exception of those Association maintenance expenses as stated in Section 6.2 above, are the responsibility and the expense of the Unit Owner. Unit Owners shall also be responsible for the replacement of all siding on a Dwelling, including the original wood siding and any vinyl or other siding installed over the wood siding on a residence, and for the maintenance of fences on the Units.

In the event that a Unit Owner fails or refuses to properly and timely maintain or repair the Unit and/or Dwelling, the Association, at the discretion of the Board, may perform such maintenance or repairs as the Board may deem necessary and the costs thereof shall be assessed against the defaulting Unit Owner. The Association shall have a lien against a Unit for the costs of any such maintenance or repairs to the extent as is provided by the Condominium Act for unpaid assessments, plus interest at the rate of eighteen percent (18%) per annum, and reasonable attorneys' fees incurred by the Association in the collection thereof.

6.4 Fences: All fences constructed on Units shall be between four feet (4') and six feet (6') high, except that when next to a concrete boundary wall, privacy fences must be the same height as the wall. Fences may be wood, composite, or PVC, and must be of an architectural style and color approved by the Association, and in compliance with the Association's Rules and Regulations. The Board may, in its discretion, impose a schedule for the painting of wooden fences and the cleaning of composite and PVC fences for the Units so that the appearance of the community remains clean and properly maintained.

6.5 Association Approval Required for Construction, Modifications, or Improvements to a Unit: All construction, modification, or other improvements to the exterior of Units must receive prior written approval of the Board. The Board or its duly authorized committee shall have the absolute authority to refuse approval of building plans, modifications, or improvements, including, but not limited to, colors, materials, or aesthetic treatments to be incorporated into any proposed Dwelling or improvement to the exterior of the Units. 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 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 Section has been obtained.

Notwithstanding same, Unit Owners are required to obtain Board approval when painting or replacing the vinyl, or other siding installed over the wood siding of a residence, in colors which have previously been approved by the Association.

6.6 Contractor's Insurance: Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, or improvement of any portion of the Unit and/or Dwelling, or Common Elements, such Owner shall be deemed to have warranted to the Association that the contractor(s) are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

6.7 Alteration and Improvements of Common Elements: There shall be no alteration or further improvement of the Common Elements without the prior approval of seventy-five percent (75%) of the Unit Owners. Additionally, there shall be no change in the shares and rights of a Unit Owner in the Common Elements except in the manner provided in the Condominium Act.

ARTICLE VII THE CONDOMINIUM ASSOCIATION

7.1 Association: The operation of the Condominium shall be by the Association. The Association shall have all the powers, rights, and duties set forth in this Declaration, the Bylaws, and the Rules and Regulations, enacted pursuant to such Bylaws and the Condominium Act, as amended from time to time.

7.2 Limitation Upon Liability of the 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 injury or damage other than the cost of maintenance and repair caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

7.3 Ownership of Common Elements and Common Surplus: Each Unit shall have an undivided percentage interest in the Common Elements and Common Surplus. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

7.4 Share of Common Expenses: Each Unit Owner shall be responsible for the payment of a proportionate share of the Common Expenses.

7.5 Voting Rights: Subject to the applicable provisions of the Bylaws, a Unit Owner is entitled to one (1) vote for each Unit owned. In the event that a Unit shall be owned by more than one individual, then all owners of such Unit shall agree upon and designate, in writing, the name

of one of the individual Unit Owners of that Unit as the designated voter, which written designation of voter shall be filed with the Association. Only the Unit Owner so designated shall be entitled to vote the one vote for the subject Unit.

7.6 Restraint Upon Separation and Partition of Common Elements: The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall be permitted.

ARTICLE VIII COMMON EXPENSES

8.1 Common Expenses: The Common Expenses means all expenses properly incurred by the Association in the performance of its duties, and shall include all items described in the Condominium Act and the following:

A. Costs of management of the Condominium and administrative costs of the Association including without limitation professional fees and expenses, and the salary of a manager and other expenses incurred in the management of the Condominium Property.

B. Costs of operation, maintenance, repair and replacement of the Common Elements, and those portions of the Unit for which the Association is responsible pursuant to the Condominium Act or the Declaration, including but not limited to, the following:

1. Premium costs of fire, windstorm, flood, directors' and officers' liability, and other property insurance and liability insurance as provided herein, and workers compensation insurance, if applicable;

2. Costs of water and sewage service, electricity, and other utilities which are not metered to individual Units;

3. Labor, materials, and supplies used in conjunction with maintenance, repair, operation and replacement of the Common Elements;

4. Costs of cleaning and painting exterior portions of improvements constructed on Units, including stucco, vinyl or other siding installed over the wood siding, and any wood or vinyl trim;

5. The cost of such additional land and improvements as may be purchased and added to the Condominium as Common Elements pursuant to the requirements of the Condominium Act, or as Association property by action of the Board as provided herein; and

6. Damages to the Condominium Property in excess of insurance coverage and reasonable insurance deductibles as provided for by the Board.

C. All other costs or expenses that may be duly incurred by the Association through its Board in operating, protecting, managing and conserving the Condominium Property and in carrying out its duties and responsibilities as provided by the Condominium Act, the Declaration, the Articles and the Bylaws.

ARTICLE IX INSURANCE

The insurance that shall be carried upon the Condominium Property, including the Units, Common Elements, and Association property shall be as follows:

9.1 **Association Insurance Coverage:** The Association shall maintain insurance as follows:

A. **Property:** The Association shall obtain and maintain fire, wind, and general casualty coverage with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the Association property, the Common Elements, and the personal property of the Association, for the full replacement or insurable value thereof. The Association may also, in the discretion of the Board, obtain flood insurance coverage. The Association shall obtain an independent insurance appraisal on the Condominium Property, or an update of a prior appraisal, as frequently as needed. The property insurance required under this provision must be based on the replacement cost of the property as determined by the appraisal. Notwithstanding the foregoing insuring requirements, it is recognized that insurance companies are not obligated by law to offer property insurance policies that insure all the Condominium Property required to be insured under the Condominium Act, or this Declaration. It is further recognized that the terms, limitations, restrictions, deductibles, and the cost and expense of insuring some portions of the Condominium Property, including but not limited to, fences, gates, and landscaping may be considered by the Board in determining if the best interests of the Association will be served by obtaining and maintaining such property insurance. The Board is authorized, in the reasonable exercise of its business discretion, to forego insuring portions of the Condominium Property based on the availability of insurance, and the stated limited factors, provided it has made a good faith attempt, with the assistance of an experienced insurance representative, to satisfy the requirement that it used its best efforts to obtain property insurance required under this Declaration and the Condominium Act.

B. **Liability:** The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board may deem appropriate. The Board shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess Unit Owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each Unit Owner will be

responsible for procuring and maintaining public liability insurance covering losses which may occur in and about the Unit Owner's Unit, as the Unit Owner may deem appropriate.

C. **Workmen's Compensation:** The Association may obtain and maintain Workmen's Compensation insurance if required by law or deemed necessary by the Board.

D. **Other Insurance:** The Association may obtain and maintain such other insurance as the Board may from time to time deem to be necessary, including but not limited to errors and omissions officers and directors liability insurance coverage, and insurance for the benefit of its employees.

E. **Policy Deductible and Other Insurance Features:** The Board shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment. The establishment of the deductible amount shall be based on industry standards and prevailing practices of communities similar in size and construction, available funds, and assessment authority.

9.2 **Unit Owner Property Insurance Coverage:** Pursuant to Florida Statutes Section 718.111(11)(e), property insurance for the Units and all improvements constructed on the Units is the obligation of the Unit Owners to obtain. **THE ASSOCIATION IS NOT RESPONSIBLE TO PROVIDE FOR ANY INSURANCE ON THE INDIVIDUAL CONDOMINIUM UNITS OR THEIR IMPROVEMENTS.** Unit Owners shall provide proof of property insurance on their Units when requested by the Association.

9.3 **Premiums:** Premiums for insurance policies purchased by the Association shall be paid for by the Association as a Common Expense.

9.4 **Insurance Proceeds:** Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein.

9.5 **Responsibility:** After a casualty event, the Association shall be responsible for and undertake all repair work and reconstruction on portions of the Condominium Property insured by the Association against property loss. A Unit Owner shall be responsible for and shall undertake repair work and reconstruction of portions of the Unit insured by the Unit Owner.

9.6 **Exceptions:** Notwithstanding other provisions of this Article IX, as set forth in the Condominium Act, the Association has the right to require a Unit Owner to pay for reconstruction costs if the damage was caused by the intentional conduct, negligence, or failure of the Unit Owner (or guests, family, tenants, or others acting for, by or under the Unit Owner) to comply with the Condominium documents.

9.7 **Plans and Specifications:** Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original improvements, if available, or if not, then according to plans and specifications approved by the Board. If reconstruction in accordance with the original plans and specifications cannot be effectuated due to governmental regulations intervening between the time of original construction and reconstruction, then the Board shall have authority to make such modifications to the construction plans as may be necessary to comply with such changes, as determined by the Board.

9.8 **Estimates of Cost:** Immediately after a determination is made to repair or reconstruct damage to property for which the Association has responsibility for repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.9 **Assessments:** If the proceeds of insurance are insufficient to defray the estimated costs of repair that is the responsibility of the Association under this Declaration, assessments shall be made against all Unit Owners in sufficient amounts to provide the necessary funds for the payment of such costs. Such assessments shall be in proportion to the Unit Owner's share of the Common Expense and need not be approved by the Unit Owners.

ARTICLE X RECONSTRUCTION OR REPAIR AFTER CASUALTY

10.1 **Substantial Damage:** If the Condominium suffers substantial damage, which shall mean that more than one-half (1/2) the Units in the Condominium are rendered uninhabitable, the Condominium may be terminated if two-thirds (2/3rds) of the total voting interests of the Unit Owners in the Condominium vote to terminate the Condominium within one hundred eighty (180) days of the casualty, which deadline may be extended if conditions after the casualty prevent the Association from noticing and conducting a membership meeting to vote on reconstruction or termination. Except for the consent of institutional first mortgagees which will not receive payment in full of amounts due under their mortgage as part of the termination shall, no further consent from any other person or entity shall be necessary to effectuate a termination of the Condominium after substantial damage. For purposes of this Declaration, "uninhabitable" shall mean that the Board has concluded that the Condominium Property cannot be restored to the condition (or a better condition) that existed prior to the casualty through available insurance proceeds, plus a special assessment against each Unit Owner not to exceed ten percent (10%) of the average pre-damage fair market value of the Units, as determined by the Board and supported by a written statement from an engineer, architect, or other qualified expert. A governmental agency's declaration or order that the Condominium Property may not be occupied due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are "habitable," a resolution enacted by the Board shall be binding on all parties, unless wholly arbitrary or contrary to law.

10.2 Distribution of Proceeds: Proceeds of insurance policies received by the Association shall be distributed in the following manner:

A. **Costs of Protecting and Preserving the Property:** If a person other than the person responsible for repair and reconstruction has properly advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.

B. **Reconstruction or repair:** If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be Common Surplus of the Association.

C. **Failure to Reconstruct or Repair:** If it is determined in the manner provided in Section 10.1 herein that the damage for which the proceeds are paid shall not be reconstructed or repaired and the Condominium terminated, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagee(s) being payable jointly to them. The Association may make partial distributions of each Unit's share of the funds at such times and in such aggregate amounts as the Board may deem appropriate. In determining the amount of any partial distribution, the Board shall ensure that sufficient funds are retained to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the Association has collected all insurance proceeds and all proceeds from the sale, to the extent applicable, of assets of the Association and has paid all applicable Association liabilities, and other costs reasonably incurred, the Association shall make a final distribution of each Unit's share of the remaining funds held by the Association. All distributions, whether partial or final, among the Unit owned shall be based upon the respective ownership interest in the Common Elements in this Condominium.

10.3 Equitable Relief: In the event of substantial damage to or destruction of all or a substantial part of the Condominium property, and the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of competent jurisdiction for equitable relief, which may, but need not necessarily include a termination of the Condominium and partition.

ARTICLE XI OCCUPANCY AND USE RESTRICTIONS

In order to provide for the congenial occupancy of the Condominium Property and to better protect the values of the Units, the use of the Units and Condominium Property shall be restricted by and in accordance with the following provisions as long as the Condominium exists:

11.1 Occupancy of Units: Each of the Units shall be occupied only by the Unit Owner, his/her tenants, guests, and invitees, and the respective families and guests of the Owner and his/her tenants, as a single family residence and for no other purpose. In no event may the number of permanent adult occupants in a Unit exceed two (2) persons per bedroom. For purposes hereof, a

permanent adult occupant shall be defined as a person eighteen (18) years of age or older who resides in a Unit more than fourteen (14) continuous days, or more than thirty (30) days in a calendar year. No Unit may be divided or subdivided into a smaller Unit.

11.2 Common Elements: The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

11.3 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 shall be allowed to accumulate, nor any fire hazard allowed to exist. Unit Owners shall not permit any use of their Units or of the Common Elements which will increase the rate of insurance upon the Condominium Property.

11.4 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.

11.5 Leasing: Unit Owners who purchased the Unit for consideration, regardless of whether at a closing or through a foreclosure or lien sale, may only lease their Unit for one (1), three (3) month term for the first two (2) years of ownership. Entire Units only may be rented for periods of three (3) months, or longer, provided the occupancy is only by the Lessee and/or his/her family and guests for single family residential use. Single family residential use shall mean occupancy by a single housekeeping unit composed of one (1) person; two (2) people whether or not related; or three (3) or more persons all of whom are related to each other by blood, marriage, legal adoption or acting as guardian, legal custodian, or legal designee of a parent for a minor child residing within the unit, it being the intention of this provision to prohibit occupancy of a unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing Laws.

11.6 Signs: Other than the following, no signs of any type shall be displayed anywhere on the Condominium Property without the express provision of the Board: 1) A "For Sale" sign for a Unit which is of commercial quality and neatly lettered; 2) An "Open House" sign posted during the hours of an open house of a Unit for sale; and 3) A "Security System" sign discretely posted by the Dwelling. All such signs shall be no larger than six inches by eight inches (6" x 8"), and shall be no higher than thirty-six inches (36") from the ground.

11.7 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. Satellite dishes less

than one (1) meter in diameter are allowed as provided in the Federal Communications Commission's Over-the-Air Reception Devices Rule. Such satellite dishes may be placed on the ground, the side or roof of a Dwelling, or on a post no higher than five (5) feet on the side or in back of the residence when also reasonably screened by a hedge or fence which is compatible with the residential character and appearance of the subdivision.

It is the intent of this provision to comply with the Telecommunications Act of 1996, as amended. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance, or use; unreasonably increase the cost of antenna installation, maintenance, or use; or to preclude reception of acceptable quality signals. Any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

11.8 Clotheslines and Laundry Drying: All temporary clotheslines and drying property shall be located only in the patio privacy area of a Unit. Permanent clotheslines may only be installed with the prior written approval of the Board. 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 same from any window or door of a Unit.

11.9 Flags and Flagpoles: No flag may be kept or placed upon any Unit so as to be visible by public view except for the following: A Unit Owner may display one (1) portable, removeable flag which can be: 1) The official flag of the United States; 2) The official flag of the state of Florida; 3) An official US military flag; 4) The official flag of the Space Force; 5) The official POW-MIA flag; and/or 6) A seasonal sports team, holiday or décor flag displayed in a respectful manner, not larger than four and a half (4½) feet by six (6) feet.

11.10 Electrical Apparatus: No electrical 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: Overnight street parking is not permitted, except that guests or residents may temporarily park passenger vehicles in the two (2) spaces at the end of Ironwood Court, and the two (2) spaces at the end of Wedgewood Court, subject to availability. No vehicle may be parked on the lawns of Units. Parking of a recreational vehicle by a Unit Owner or a guest of a Unit Owner is permitted in the Unit Owner's driveway for a period not to exceed seventy-two (72) consecutive hours. Additionally, the following parking restrictions apply:

Only one (1) trailer may be parked at a time. All other trailers pulled by another motor vehicle may park in their driveway for seventy-two (72) consecutive hours in a seven (7) day period.

Recreational vehicles that cannot fit on your driveway may park for twenty-four (24) hours on a street for loading and unloading purposes, but must not interfere with mail delivery, free flow of traffic, or neighbor's driveways.

Boat or motorcycle trailers are not permitted to park on the street overnight.

No commercial trailers or Recreational Vehicles used for commercial purposes are permitted to park overnight.

Parking at the pool and clubhouse is for pool and clubhouse use only.

11.12 Animals: No animals are allowed, except that Unit Owners may keep a maximum of two (2) pets, dog or cat, not to exceed a combined weight limit of forty (40) pounds. Birds are also allowed as pets in the community as one of the two (2) permitted pets. Pet(s) must be kept on a leash unless within a Dwelling. Pets must be vaccinated and licensed as required by Sarasota County. When requested by the Board, Unit Owners shall provide proof of such vaccination and licensing, and/or the weight of a pet. Vicious dogs are not permitted in the community. A vicious dog is defined as one that commits such acts as biting, jumping, slamming against, grabbing, swiping with its paws or charging people or other animals. If in the opinion of a majority of the Board, a particular pet is vicious and/or 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/her pet and for disposing of said excrement so that all Units and the Condominium Property 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 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.

ARTICLE XII SALE, TRANSFER, LEASE, OR OCCUPANCY OF A UNIT

12.1 Approval Required: In recognition of the close proximity of the Units and the compact living conditions existing in the Condominium, the mutual utilization and sharing of the Common Elements, including the recreational facilities, and the compatibility and congeniality which must exist between Unit Owners, occupants, and guests, in order to make the community enjoyable for all parties of interest, it shall be necessary for the Board, or its duly authorized officers, agents or committee, to approve in writing all sales, transfers, leases, or occupations of a Unit before such sale, transfer, lease, or occupation shall be valid and effective. This requirement for Board approval shall apply to long term guests of tenants, which shall be deemed to be those guests who reside in a Unit more than three (3) months in a calendar year.

12.2 Notice to the Association: Unit Owners intending to sell their Units to a third party through a bona fide sale shall provide such reasonable prior notice of the proposed sale so as to allow the Association time to approve or disapprove the potential purchaser(s). Unit Owners who have obtained title to a Unit by inheritance, gift, or devise, shall promptly provide the Association with notice of that transfer together with any information requested by the Board to confirm that

transfer. Unit Owners intending to lease their Units shall provide no less than fourteen (14) days' notice to the Association of any proposed lease, including notice for long term guests of tenants as defined in Section 12.1, above.

12.3 Application: Written application for Association approval of sales, transfers, leases, or occupations of a Unit shall contain such information as may be required by application forms promulgated by the Board and may be accompanied by a transfer fee, but no such fee shall exceed the expenditures reasonably required for review of the application, nor shall such fee exceed that permitted by law. The Association shall approve or disapprove such application within fourteen (14) days after receiving it in full, with all required information.

12.4 Approval and Qualification: When considering such application, consideration shall be given to good moral character, social compatibility, and personal habits of the proposed purchaser, transferee, leasee, or occupant (hereinafter "Applicant"). As such, to be qualified or approved by the Board, the Applicant shall not have been convicted (either via an adjudication of guilt or a withhold of adjudication) of heinous crimes, such as murder, sexual battery, child molestation, rape or their equivalent under Federal or State laws. A lessee shall not assign his lease or sublet or assign his Unit without the prior written approval of the Board. The Association may condition the approval of a corporate owner on the requirement that all persons occupying the Unit be approved by the Association, whether as owners or tenants, as applicable. If requested by a Unit Owner, the Association shall provide a certificate of approval in such a form as the Unit Owner can record in the Official Records of Sarasota County.

12.5 Disapproval: In the event that a sale, lease, or other occupation of a Unit is disapproved, the Unit shall not be sold, leased, or so occupied by that disapproved Applicant. In the event that legal proceedings are commenced against the Association, or any Unit Owner or Applicant fails to comply with this Article XII, the prevailing party in any proceeding shall be entitled to all costs and reasonable attorneys' fees.

12.6 Tenant Compliance: The Unit Owner is responsible for ensuring that all guests and tenants abide by all of the Association's Rules and Regulations and use restrictions. The Unit Owner shall be jointly and severally liable with the tenant to the Association to repair any damage to the Condominium Property resulting from any acts or omissions of a tenant or a tenant's guests (as determined in the sole judgment of the Board) and to pay for any injury or damage to Condominium Property caused by the negligence of the tenant or the tenant's guests, and special assessments may be levied against the Unit Owner in connection therewith. All leases shall be subordinate to any lien filed by the Association, whether prior to or subsequent to such lease.

12.7 Mortgagee Foreclosure: Notwithstanding the above, this Article shall not be applicable on the sale of a condominium Unit by an institutional first mortgagee after such mortgagee shall have acquired title as a result of a foreclosure of its mortgage or as a result of a deed in lieu of foreclosure; provided further that the foregoing provisions shall not be applicable to purchasers at foreclosure sales on institutional first mortgages.

ARTICLE XIII ASSESSMENT AND LIENS

The Association has the power to adopt the Association's budget, and to levy and collect Assessments against each Unit and Unit Owners in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including regular Assessments for each Unit's share of the Common Expenses as set forth in the annual budget, including reserves, and special assessments for unusual, non-recurring or unbudgeted Common Expenses, as provided in the Declaration and the Bylaws. The Association may also levy special charges and fines against any individual Unit for any amounts other than Common Expenses which are properly chargeable against such Unit under the Declaration or the Bylaws. Assessments shall be levied and payment enforced as follows:

13.1 Liability for Assessments: The Owner of each Unit, regardless of how title was acquired, is liable for all Assessments of installments thereon coming due while the Owner of that Unit. Except as otherwise provided in the Condominium Act, whenever title to a Condominium Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments against the transferor to the fullest extent allowed by law, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. Tenants and leasees within the Condominium are liable to the Association for unpaid assessments in the manner provided in the Condominium Act, as amended.

13.2 Collection: If a Member shall fail to pay any Assessment, or part of it, when due, the Board shall mail notice of default to the Member and shall have the authority to turn the collection matter over to the Association's attorney. Once a Unit Owner is past due in the payment of any assessment or installment thereon then each payment due shall bear interest at the highest rate allowed by law from the date first due until paid, and shall incur a late charge of twenty-five dollars (\$25.00). All payments upon account shall be credited as provided in the Condominium Act, as amended.

13.3 No Waiver or Excuse from Payment: The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit for which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of his share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as may otherwise be permitted by law.

13.4 Lien for Assessments and Collection: The Association shall have a lien against each Unit for any unpaid assessments, interest, late fees, costs, and attorneys' fees, with respect thereto, as provided in the Condominium Act, as amended, and the Association's Condominium Documents. Assessments and installments on them not paid when due shall bear interest up to the highest amount allowed by the Condominium Act, as determined by the Board from time to time, from the date due until the date paid. The lien shall be effective from and after recording a claim of lien in the Public Records of Sarasota County, Florida, stating the description of the Unit, the name of the record owner, the amount due, and the due date. The lien shall be in effect until all sums secured by it have been fully paid.

13.5 Lien Foreclosure: The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner provided in the Condominium Act and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any lien rights.

ARTICLE XIV AMENDMENT OF DECLARATION

14.1 Amendments: Except as otherwise specifically provided herein, or as required by the Condominium Act, this Declaration may be amended only in the manner hereinafter set forth:

A. **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.

B. **Resolution:** A resolution adopting a proposed amendment may be proposed by either the Board or by at least twenty percent (20%) of the Members of the Association.

C. **Vote:** Members not present in person or by proxy at the membership meetings considering the amendment may express their vote in writing, by limited proxy, providing that such vote is delivered to the Secretary at or prior to the membership meeting. An affirmative vote of not less than sixty percent (60%) of the Members who cast a vote, either in person or by proxy, is required to effect the proposed amendment to change this Declaration.

D. **Limitation on Amendment:** No amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units unless the Unit Owners so affected shall consent.

E. **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.

14.2 Correction of Errors: If there is an unintentional omission or error in this Declaration or in the other Condominium Documents, the Board may correct the error or omission by following the procedure set forth in the Condominium Act, as amended.

14.3 When Additional Consent is Required: Unless otherwise specifically provided to the contrary in this Declaration, no amendment shall partition or subdivide any Unit, change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, change voting rights, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment.

ARTICLE XV TERMINATION

The Condominium created hereby may be terminated in the manner provided by the Condominium Act of the State of Florida, as then existing. In no event shall termination of this Condominium affect any easement rights created hereunder for the benefit of adjacent lands.

ARTICLE XVI MISCELLANEOUS

16.1 Severability: The invalidity or unenforceability in whole or in part of any covenant or restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of this Declaration shall not affect the remaining portions thereof.

16.2 Headings and Capitalization: The headings of paragraphs or sections herein, and the capitalization of certain words are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

16.3 Waiver: No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may have occurred.

16.4 Gender Neutral Language: Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

16.5 Binding Effect: All provisions of this Declaration shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked and terminated, whichever event shall come first.



Prepared By and Return to:
Michael W. Cochran, Esq.
Law Offices of Wells | Olah | Cochran, P.A.
3277 Fruitville Road, Bldg B
Sarasota, FL 34237
Telephone: (941) 366-9191

CERTIFICATE OF AMENDMENT
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
IRONWOOD VILLAS, A CONDOMINIUM

We hereby certify that the attached amendments to the Amended and Restated Declaration of Condominium for IRONWOOD VILLAS, A CONDOMINIUM (which Declaration is originally recorded at Official Records Book 2010, Page 1912, et seq., of the Public Records of Sarasota County, Florida) was approved and duly adopted at an Annual Membership Meeting of IRONWOOD VILLAS CONDOMINIUM ASSOCIATION, INC. (herein, the "Association") held on January 21, 2025, as required by Article XIV of the Declaration. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law

DATED this 5th day of February, 2025.

Signed, sealed and delivered
in the presence of:

sign: Robert Kleinschmidt
print: Robert Kleinschmidt
address: 648 Ironwood Circle
City, State, Zip: Venice, FL 34292

sign: Michael Santelle
print: Michael Santelle
address: 435 Ironwood Cir.
City, State, Zip: Venice, FL 34292

IRONWOOD VILLAS CONDOMINIUM
ASSOCIATION, INC.

By: Carol Santelle
Carol Santelle, as President

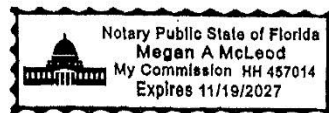
ATTEST

By: Ellen Nagler
Ellen Nagler, as Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 5th day of February, 2025 by Carol Santelle, as President of Ironwood Villas Condominium Association, Inc. who is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

Sign: Megan A. McLeod
Print: Megan A. McLeod
My Commission Expires: 11/19/27

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

IRONWOOD VILLAS, A CONDOMINIUM

[Additions are indicated by underline; deletions by ~~strike through~~.]

ARTICLE XI

OCCUPANCY AND USE RESTRICTIONS

11.12 Animals: No animals are allowed, except that Unit Owners may keep a maximum of two (2) pets, dog or cat, not to exceed a combined weight limit of forty (40) pounds. Birds are also allowed as pets in the community as one of the two (2) permitted pets. Pet(s) must be kept on a leash unless within a Dwelling. Pets must be vaccinated and licensed as required by Sarasota County. When requested by the Board, Unit Owners shall provide proof of such vaccination and licensing, and/or the weight of a pet. ~~Vicious dogs are not permitted in the community. A vicious dog is defined as one that commits such acts as biting, jumping, slamming against, grabbing, swiping with its paws or charging people or other animals. If in the opinion of a majority of the Board, a particular pet is vicious and/or constitutes a nuisance, then the Unit Owner, when notified in writing, shall be required to immediately remove said pet from the premises.~~ It is the Association's position that the state, county, and city law enforcement and/or animal control are the authority on whether a pet should be deemed a danger and/or nuisance to the Unit owners, Members, families, and guests of the Ironwood Community. The Association shall defer to state, county, and city law enforcement and/or animal control to determine whether a pet should be removed from the Ironwood Community and/or destroyed. The Unit Owner shall be responsible for cleaning up any excrement of his/her pet and for disposing of said excrement so that all Units and the Condominium Property are kept in a clean and sanitary condition.