

This instrument prepared by
and return to:
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P.O. BOX 49875
Sarasota, Florida 34230

95119731

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF**

BAYWOOD COLONY VILLAS, A CONDOMINIUM, SECTION ONE

•• OFFICIAL RECORDS ••
BOOK 2790 PAGE 475

WHEREAS, Baywood Colony Villas, a Condominium, Section One, was created by the recording of its Declaration of Condominium in the Public Records of Sarasota County on August 24, 1971 in O.R. Book 914, Page 3, et seq., Public Records (the Condominium), and

WHEREAS, Baywood Colony Villas Association, Inc., a Florida not-for-profit corporation, is the corporate entity responsible for the operation of the Condominium (the Association), and

WHEREAS, the Declaration of Condominium has been amended on numerous occasions over the years which has made review of the document difficult, and

WHEREAS, the document was most recently revised several weeks ago by written action of the membership, as permitted in the documents and applicable law, whereby not less than two-thirds (2/3) of the unit owners in the Condominium elected to amend various provisions of the Declaration, and

WHEREAS, the Board of Directors of the Association has determined that it will be in the best interests of the community to restate and integrate all the existing provisions, including the most recently adopted amendments, into one instrument, all being contained in this Amended and Restated Declaration of Condominium, and

WHEREAS, the Board of Directors approved the Amended and Restated Declaration of Condominium at its Board meeting held on the 28th day of September, 1995.

NOW THEREFORE, the following is adopted as the Amended and Restated Declaration of Condominium of Baywood Colony Villas, a Condominium, Section One. The Association and its members do publish and declare this Amended and Restated Declaration of Condominium and state of record that the real property constituting Baywood Colony Villas, a Condominium, Section One, shall henceforth be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and approved subject to this Amended and Restated Declaration of Condominium which is intended to continue and create covenants running with the land and shall be binding upon and be for the benefit of the owners and lessees of all or any part of the Condominium Property and the respective successors, heirs, executors, administrators and assigns.

(32)
172.00

**DECLARATION OF CONDOMINIUM OF
BAYWOOD COLONY VILLAS, A CONDOMINIUM
SECTION ONE**

ORIGINALLY MADE on the 30th day of July, 1971, by FLORIDA REALTY, INC., called Developer, for itself, its successors, grantees and assigns.

1. STATEMENT

DEVELOPER did by these presents declare the property owned by it and hereinafter described, to be condominium property under the Condominium Act of the State of Florida, now in force and effect as it may be amended from time to time, to be known as: BAYWOOD COLONY VILLAS, A CONDOMINIUM, SECTION ONE, hereinafter referred to as the 'CONDOMINIUM', and does submit said Condominium property to Condominium ownership pursuant to said Act. An additional Section Two of BAYWOOD COLONY VILLAS was created on lands adjacent to or near those of this Condominium, which said Section is operated and managed in conjunction with this Condominium through that certain non-profit corporation known as: BAYWOOD COLONY VILLAS ASSOCIATION, INC., and hereinafter referred to as the 'ASSOCIATION'. The creation of Section Two did not merge the common elements of such additional section. Each Section will be and remain a separate Condominium under the Laws of Florida, but may be operated and managed as aforesaid, through the said Association in conjunction with the other Section of BAYWOOD COLONY VILLAS collectively, so that there may be common control, unity of policy, procedure, management and purpose and sharing of the recreation facility among both Sections of BAYWOOD COLONY VILLAS, and the owners of Units in the same.

2. NAME

The name by which the Condominium is to be identified shall be:

BAYWOOD COLONY VILLAS, A CONDOMINIUM, SECTION ONE

3. LEGAL DESCRIPTION

The land included in the Condominium is that certain real property situate in Sarasota County, Florida, to wit:

BLOCK 12: Lots 3 to 18, both inclusive;

BLOCK 16: (also designated on the Plats as "UNNUMBERED BLOCK") Commence at the NW corner of Block 12; thence South 68°30'56" West, 60.00 feet to the Southwesterly corner of Tidewood Avenue (Lord's Drive) and Sherwood Street (Second Street) for a point of beginning (known hereafter as the NE corner of Block 16); thence continue South 68°30'56" West, 170.00 feet; thence South 21°27'44" East, parallel to the intersection with the Northwesterly RAW line of Meadowood Street (Third Street); thence North 68°33'36" East along said RAW line, 170.00 feet to the SE corner of Block 16 (being South 68°33'36" West, 60.00 feet distant from the SW corner of Block 12, said Plat of Florence); thence North 21°27'44" West, along the West RAW line of Tidewood Avenue (being the East line of Block 16, 572.11 feet to the point of beginning and the NE corner of Block 16.

In FLORENCE SUBDIVISION, as per plat thereof recorded in Plat Book 3, Page 22 of the Public Records of Sarasota County, Florida.

Being and lying in Section 18, Township 37 South, Range 18 East, Sarasota County, Florida.

4. UNIT IDENTIFICATION AND DESCRIPTION

The Condominium Units in this Condominium shall be known as:

Units 1 through 22, Block 12,

Units 1 through 12, Block 16,

A Unit shall consist of the space bounded by a vertical projection of the respective Unit boundary lines representing the inner surface of the exterior coatings of the outside unfinished wall and, where applicable, the vertical plane bisecting the walls shared between Units, and from the plane of the bottom of the foundation of the structure to the plane of the peak of the roof and shall include the roof, roof surfacing (other than the outer surfaces of the coverings on overhangs and sloping roofs), gravel stops, overhangs, eaves, gutters, downspouts, window sills, porches, stoops, all projecting integral parts of the structure, utility room, the attached or adjacent carport or garage, and that portion of any enclosed courtyard lying within the boundaries of the Unit extended, whether indicated on the plat or not. The attached or adjacent carport is defined as that half of the carport structure on the Unit side of the vertical plane perpendicular to the outside wall of the utility room, which plane bisects the structure. It includes that portion of the roof, roof supports, eaves, gutters, downspouts, concrete floor and vertical masonry supports on the Unit side of the structure.

5. SURVEY

A survey of the Condominium, a graphic description of the improvements in which the Units are located and of the Units themselves, and a Plot plan showing the relative position of the buildings of the Condominium, appear on that certain Condominium Plat of the Condominium being recorded herewith in Condominium Book 5, at Page 6-6A, Public Records of Sarasota County, Florida, incorporated herein by reference and attached as Exhibit "A."

6. PERCENTAGE OF OWNERSHIP, COMMON ELEMENTS, ASSOCIATION PROPERTY, APPURTENANCES, EASEMENTS

1. Each Unit, regardless of its size or whether it is a waterfront Unit located in Block 16 or a non-waterfront Unit located in Block 12, shall own an equal, undivided share in the common elements, which is a 1/34th share for each Unit.
2. The common elements of the Condominium appurtenant to each of the Units shall include the following:
 - (a) The land described above and all improvements thereon, except for Units as shown on the aforementioned Condominium plat.
 - (b) Easements, as may be necessary, through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other Units or common elements.

- (c) Installations for furnishing of utility services to more than one Unit or to the common elements or to a Unit containing installations.
 - (d) The property and installations in connection therewith acquired for the furnishing of services to more than one Unit or to the common elements.
 - (e) Such easements as are necessary for the maintenance of common elements.
 - (f) All exterior coatings of the outside unfinished walls, and outer surfaces of the coverings on overhangs and sloping roofs; excepting those of flat roofs and the plastic, glass or screened surfaces of windows, doors or porches of the various Units, which said flat roof surfaces, plastic, glass and screened surfaces will be part of such Unit and are not common elements. Covering, replacement or modification of all such roofs, and plastic, glass or screened surfaces, however, must be approved in advance by the Association.
 - g. A sidewalk easement, six feet four inches in width extending the length of the seawall located on the Westerly boundary of the real estate adjoining the Condominium to the North, which is designated as Block 17 on the Plat of Condominium, and is part of the unnumbered block of the Plat of Florence Subdivision Recorded in Plat Book 3, Page 22 of the Public Records of Sarasota County, Florida, which sidewalk easement is hereby conveyed unto the Unit owners, their heirs and assigns, for use by them, their families and guests, in common with others to whom such easement may be granted as a sidewalk.
3. The common elements shall be subject to easements for the installation and maintenance of public utility lines, equipment and services along, under or over roads, streets and walkways, installed or provided in or on said common elements for public travel, for the benefit of this Condominium and section Two of BAYWOOD COLONY VILLAS.

In addition, that portion of the Condominium property adjacent to and including the seawall on the Westerly boundary, more particularly described and designated sidewalk on the Plat of Condominium recorded in Plat Book 5, Page 6-6A, Public Records of Sarasota County, Florida, is dedicated to the Condominium subject to the reservation by the Developer of a sidewalk easement, six feet four inches in width which easement may be used for sidewalk purposes in common with others by the Developer, his heirs and assigns, and the owners, Unit owner, tenants and lessees and their families and guests heirs and assigns of real estate now owned by the Developer located in the vicinity of the Condominium.

4. As evidenced in a Warranty Deed recorded at O.R. Book 1276, Page 969, Public Records of Sarasota County, Florida, the Association has purchased the recreational facilities described in the Recreation Facility Lease, and owns these recreational facilities as Association Property, which Lease is recorded at O.R. Book 914, Pages 48 through 60, Public Records of Sarasota County. As stated in the Warranty Deed, this Recreation Facility Lease remains in effect; therefore, as indicated in the Lease, all condominium Units governed by the Baywood Colony Villas Association, Inc., shall be responsible in equal 1/84 shares for all expenses of whatever nature, including mortgage and interest, arising in regard

to the recreational facilities described in the Warranty Deed and Recreation Facility Lease. Upon non-payment of such expenses by a Unit owner, the Association is entitled to the remedies set forth in the Recreation Facility Lease and in the condominium Declarations, Articles of Incorporation and By-Laws. At the discretion of the Board of Directors, these expenses may be included in the condominium maintenance assessment materials delivered to the Unit owners, and obtained at the same time and in the same manner as the condominium maintenance assessments.

5. The plat of Condominium does designate individual boat docking spaces for exclusive use of individual waterfront Unit owners located in Block 16, which said spaces are hereby made Limited Common Elements. These Limited Common Elements are reserved for the use of the Units designated thereon and are appurtenant thereto, to the exclusion of other Units, and there shall pass with a Unit as appurtenant thereto the exclusive right to use said Limited Common Element so appurtenant.

Expenses of construction maintenance, repair or replacement relating to such Limited Common Elements made necessary by the Unit owner shall be borne by said Unit owner. In order to insure uniform design, style, and type of boat docks, no boat docks shall be constructed until the dock plans and specifications are approved in writing by the Board of Directors of the Association. Additions, replacements and changes in boat docks must be approved in writing by the Board of Directors of the Association.

7. COMMON EXPENSES, COMMON SURPLUS

Each Unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus. Such common expenses and surplus shall be divided among the Units in such manner that the share thereof attributable to each Unit shall be as follows: (1) The share of each non-waterfront Unit located in Block 12 shall equal the share of each other non-waterfront Unit located in Block 12; (2) The share of each waterfront Unit located in Block 16 shall be equal to 120% of the share of each non-waterfront Unit located in Block 12. Common expenses shall include expenses incurred by the Association pursuant to a contract or contracts to obtain and provide bulk television services.

8. VOTING RIGHTS

The owners of each Unit shall collectively be entitled to one (1) vote per Unit in accordance with the voting procedures set forth in the Articles of Incorporation and By-Laws of the Association.

9. AMENDMENTS

A resolution for the adoption of a proposed Declaration amendment may be proposed by either the Board of Directors of the Association, or by not less than twenty percent (20%) of the Unit owners in the condominium. The Declaration may be amended at any time by the affirmative vote of two-thirds (2/3rds) of the Unit owners of the condominium present, in person or by proxy, at any duly convened membership meeting, or by the affirmative vote of two-thirds (2/3rds) of the Unit owners of the condominium expressed in writing without a meeting. No amendment of this Declaration shall be effective unless evidenced by a certificate of the Association, executed with the formalities required of a conveyance of real property and recorded in the Public Records of Sarasota County, Florida.

10. BY-LAWS, ASSOCIATION NAME

The Association mentioned from time to time herein and which will operate the Condominium shall be that certain Corporation Not For Profit, heretofore organized under the Laws of the State of Florida, and known as: BAYWOOD COLONY VILLAS ASSOCIATION, INC., of which Association each Unit owner shall be required to be a member. The Condominium will be operated by the Association pursuant to the Laws of the State of Florida, the Declaration of Condominium, the Amended and Restated Articles of Incorporation of the Association and the Amended and Restated By-Laws of the Association, copies of the latter being attached as Exhibits "B" and "C".

11. OBLIGATIONS OF OWNERS, USE RESTRICTIONS

The following obligations of owners and use restrictions shall apply to and bind the Condominium, Condominium property, Unit, Units and Unit parcels, to-wit:

- (a) That all Condominium Units shall be and remain of like exterior design, shape, color and appearance as other Condominium Units of the same class or type, unless otherwise authorized by the Association through the Board of Directors.
- (b) That occupants of Condominium Units shall not suffer, permit or maintain in their premises loud noises or obnoxious odors.
- (c) That each Condominium Unit shall be used exclusively as a single-family residential dwelling and no business or trade shall be permitted to be conducted therein or thereon, and no Unit shall be occupied by children under the age of fifteen (15) years except where such children are house guests or visitors. Single family residence means a single housekeeping unit composed of one person; two people no matter how related; or three or more people all of whom or all but one of whom are related to each other by blood, marriage or legal adoption. A Unit may also be temporarily occupied by guests of an owner or lessee: guests shall mean persons who reside in the Unit for less than a total of thirty (30) days in any calendar year. Any person occupying a Unit in excess of thirty (30) days in any calendar year shall be considered a permanent occupant of that Unit, and, as such, shall be subject to the single-family residential standard recited herein. Notwithstanding anything herein to the contrary, no more than two (2) persons per bedroom are permitted to reside in any Unit, excluding temporary occupants and guests.
- (d) That the occupants and owners of each Unit shall keep and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, divisions or subdivisions, insofar as the same pertain to the control or use of such Unit, and shall promptly pay assessments of each Unit's share of all common expenses.
- (e) That no Condominium parcel or Unit shall be divided or subdivided or severed from the realty and that no structural alterations or changes shall be made within said unit without prior approval of the Board of Directors of the Association.

- (f) That without the prior written permission of the Association, no wires, TV antennas, air conditioners, aeriels or structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for those structures that form a part of the original building.
- (g) That no clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the common elements, except by the Association; that no clothes, rugs, drapes, 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: and that no furniture, bicycles, or any items may be stored in the carports or outside the other units without the prior written consent of the Board of Directors of the Association, provided however, in the event the Board of Directors exercises its rulemaking authority to specifically permit certain items, then those items may be located in those areas designated by the rule without need of obtaining prior consent of the Association.
- (h) That no Unit shall be the subject of a partition action in any Court of the State of Florida, and all Unit owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such action.
- (i) That no electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television reception in other Units.
- (j) That occupants of Units shall abide by all the Rules and Regulations promulgated by the Board of Directors of the Association concerning occupancy and use of the Condominium Units and common elements and areas, and to see that all persons using owner's property by, through or under him do likewise.
- (k) That no signs of any type shall be maintained, kept or permitted on any part of the common elements or in or on any Unit where the same may be viewed from the common elements, unless specifically approved in writing hereafter by the Association.
- (l) No person shall permit or suffer anything to be done or kept in his Unit which will increase the insurance rates of his Unit.
- (m) That the owner of each Unit may, at his own expense, obtain insurance coverage for loss of or damage to furniture, furnishings, personal effects and other personal property belonging to such owner, including floor coverings, ceiling coverings and wall coverings pursuant to Section 718.111, Florida Statutes, for which items the Unit owner is responsible for insuring. The owner of each Unit shall be liable for injuries or damage resulting from an accident in his own Unit and at his own expense and option obtain insurance coverage against personal liability.
- (n) No pets shall be allowed on the premises except for one dog and one cat per Unit, and except for caged birds, fish, and small, orderly, domestic pets such as gerbils and hamsters. No pet shall, at any time, weigh in excess of twenty-five (25) pounds. Any pet which weighs in excess of twenty-five (25) pounds

shall be permanently removed from the premises. Any pet causing, creating, or contributing to a nuisance or unreasonable disturbance or annoyance or noise shall be permanently removed from the condominium property upon 10 days written notice from the Board to the owner of the Unit in which such pet resides. A pet shall not be permitted upon the common elements unless accompanied by the person responsible for such pet. The Board of Directors may adopt rules requiring that pets either be carried or leashed. Any Unit owner or other resident who keeps or maintains any pet upon any portion of the condominium property shall be deemed to have indemnified and agreed to hold the Association, and each Unit owner, free and harmless from any loss, claim or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet within the condominium. All pets shall be registered with the Board of Directors and shall be otherwise registered and inoculated as required by law. The restrictions of this section shall not apply to a domestic pet trained to assist a blind or hearing impaired Unit owner or resident, such as a "seeing-eye dog", provided the owner of such pet registers the same with the Board and furnishes reasonable evidence of the existence of the handicap or the impairment of the resident, and the training and certification of the pet. Unit owners and residents shall be responsible for picking up all excrement deposited by any pet as soon as practicable. Failure to pick up such excrement promptly shall be prima facie evidence that the pet is causing an unreasonable disturbance or annoyance hereunder. Dogs or cats in violation of the twenty-five (25) pound weight limitation which are in residence upon the date of the adoption of this amendment may remain on the premises, subject to the other terms of this paragraph, until they pass away or are otherwise permanently removed from the premises.

12. INSURANCE

The insurance which shall be carried upon the Condominium Property, including the units, common elements and Association property shall be as follows:

- A. **Authority to Purchase Insurance.** All insurance policies shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.
- B. **Coverage.**
 1. **Casualty.** Except as otherwise provided herein, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the entire condominium, including Association Property, the common elements, the respective units, and the personal property of the Association, for the full replacement or insurable value thereof. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes. The original policy of insurance

shall be held by the Association, and institutional first mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests. Each unit owner shall be responsible for insuring personal property located within the unit; ceiling, floor and wall coverings; and electrical fixtures, appliances, air conditioning and heating equipment, water heater, and built-in cabinets to the extent these items are located within the unit boundaries; and any improvements made within the unit which are not covered by the Association policy. The owners shall also be responsible to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes (1993). Notwithstanding the foregoing, any insurance otherwise required to be maintained by the unit owners by the terms hereof may be included in the insurance coverage purchased by the Association and paid for as part of the common expenses, if so authorized by the Association Board of Directors, unless prohibited by law.

2. **Liability Insurance.** 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 of Directors may deem appropriate. The Board of Directors 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 owner's unit, as the owner may deem appropriate.
 3. **Worker's Compensation.** Such worker's compensation coverage as may be required by law.
 4. **Other Insurance.** Such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to Errors and Omissions Officers and Directors Liability Insurance coverage, flood insurance, and insurance for the benefit of its employees.
 5. **Deductible and Other Insurance Features.** The Board of Directors 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.
- C. **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense of each condominium and of the Association, as applicable.

- D. Insurance Shares or 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 and for the benefit of the Unit Owners and their mortgagees in the following shares:
- 1. Common Elements.** Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.
 - 2. Unit.** Proceeds on account of damage to Units shall be held in the following undivided shares:
 - a.** When the Condominium Building is to be restored - for the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.
 - b.** When the Condominium Building is not to be restored - for the owners of units in the building in proportion to the value of each unit, which values shall be determined by the Association.
 - 3. Mortgagees.** In the event a mortgage endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except those proceeds paid to the Unit Owner and mortgagee, pursuant to the provisions of this Declaration.
- E. Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed in the following manner:
- 1. 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 as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagee's being payable jointly to them. This is a covenant for the benefit of any mortgagee of any Unit and may be enforced by such mortgagee.

2. **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagee being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

F. **Association as Agent.** The Association is appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon any Unit and for each owner of any other interest in the condominium property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

G. **Repair and Reconstruction after Casualty.**

1. **Determination to Reconstruct or Repair.** If any part of the Condominium Property or any property in which the Association owns an interest shall suffer loss or damage by casualty, the improvements shall be restored unless the owners of three-fourths of the units in this condominium and three-fourths of the units in the other condominium operated by the Association vote to terminate this condominium. Except for the consent of institutional first mortgagees, no further consent from any other person or entity shall be necessary to effectuate a termination of the condominium in the manner above described. In the event the condominium is to be terminated, then all owners of units shall immediately convey all their right, title, and interest to their respective units to a bank trustee selected by the Board of Directors, to be held by such trustee in trust. The recording of each such conveyance in the Public Records of Sarasota County will have the immediate effect of releasing all liens upon the respective unit and shall cause their instantaneous transfer to that unit owner's share of the funds to be subsequently distributed by the trustee as provided herein.

The trustee shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the units in this condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the Condominium Property, by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. The trustee may make partial distributions of each unit's share of the funds collected by the trustee at such times and in such aggregate amounts as the trustee and the Association Board of Directors may deem appropriate. In determining the amount of any partial distribution, the trustee and the Association Board of Directors shall ensure that sufficient funds are retained by the trustee to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the trustee has collected all insurance proceeds and all proceeds from the sale of the condominium property and, to the extent applicable, the assets of the Association and has

paid all applicable Association liabilities and reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, the trustee shall make a final distribution of each unit's share of the remaining funds held by the trustee.

Any distribution, whether partial or final, of a unit's share of the funds held by the trustee shall be made jointly to the record title owner of the unit and the record owners of any mortgages or other liens encumbering the unit at the time of the recording of the conveyance to the trustee by the unit owner. All mortgages and other liens upon the respective units shall be fully released and discharged as provided herein even though the share of a particular unit in the funds distributed by the trustee is insufficient to pay all liens in full; in such event the lienholders who had priority against the title to the unit shall have priority of payment of the unit's share of such funds. Nothing herein provided shall in any way relieve the unit owner of his personal liability for any deficiency which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustee.

Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgages or perfection of their liens. The provisions of this paragraph may be enforced by injunction, by suit for specific performance, or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

2. Method.

- A. 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 of Directors of the Association, provided that if the damaged property is a building containing condominium units, approval must also be obtained from the owners of all Units and mortgagees of record in the damaged building, which approval shall not be unreasonably withheld.
- B. Responsibility.** The responsibility for repair and reconstruction of common elements, and Association property, after casualty, shall be that of the Association. In addition, the Association shall be responsible for repair and reconstruction after casualty of any portion of the unit that the Association is responsible to insure under the provisions of this paragraph 12. The owners of each unit shall be responsible for repair and reconstruction of those portions of their unit that they are both responsible for maintaining, and insuring.
- C. Estimates of Costs.** 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 of the repair or reconstruction.

- D. Assessments.** If the insurance proceeds are insufficient to defray the estimated cost of repair of the Common Elements, Association Property or any property which the Association is obligated to insure hereunder, or if at any time during repair or reconstruction the insurance proceeds are insufficient, 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.

If the insurance proceeds are insufficient to defray the estimated cost of repair of portions of the unit, or units, which the Association is obligated to insure hereunder, or if at any time during repair or reconstruction the insurance proceeds are insufficient for said purpose, the owner of such damaged unit(s) shall be responsible for the payment of the first \$1000.00 not covered by insurance, whether because of a deductible clause, or otherwise. The Association shall be responsible for all other casualty damage not covered by insurance, and in excess of the \$1000.00 obligation imposed upon the owner of the damaged unit. The provisions of this paragraph will not be construed to otherwise negate the limitation of the Association's liability for non-casualty damages, as set forth under Section 17(5), of this Declaration.

- E. Construction Funds.** The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds and funds collected by the Association by assessment against Unit Owners shall be disbursed in payment of such costs in the following manner:

- 1. Association - Insurance.** The proceeds of insurance collected on account of casualty and the sums from collections of assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

A. Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$50,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

B. Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$50,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an engineer or architect qualified to practice in Florida and engaged by the Association to supervise the work, or other reputable construction consultant as determined prudent by the Board of Directors.

- C. Unit Owners.** The portion of insurance proceeds representing damage for which responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Association to the Unit Owner and if there is a mortgagee endorsement to such unit, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may be advisable.
- D. Surplus.** It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

13. SALE OR LEASE OF UNIT

In order to maintain community of congenial residents who are financially responsible and thus protect the value of the condominium Units, the sale and leasing of a Unit by an owner shall be subject to the following provisions:

- 1. Transfers Subject to Approval.** No Unit owner may lease, or dispose of a Unit or any interest therein by sale, except to a member of the Association, a spouse, or a trust of which the owner, his spouse or lineal descendants are the sole beneficiaries, without prior approval of the Association. Sale of any Unit under Time Sharing, Interval Ownership or similar arrangement is prohibited.
- 2. Approval of Leasing.** All leases shall be subject to prior approval of the Association. For purposes hereof, occupancy of a Unit by a person or persons in the absence of the owner, except for parents, children, grandchildren or siblings of the owner or his spouse, shall be deemed a lease and must be approved by the Association. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, a Unit owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease and the prospective lessee shall make himself or herself available for a personal interview by the screening committee prior to the approval of such lease. It shall be the owner's obligation to furnish the lessee with a copy of all pertinent condominium documents including this Declaration of Condominium and current Rules. Each lease, or addendums attached thereto, shall contain an agreement of the tenant to comply with this Declaration and all other documents governing or affecting the condominium; shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease, evict the tenant, or otherwise; and shall contain a provision authorizing the tenant to pay rental directly to the Association upon receipt of written notification from the Association that the owner is delinquent in paying assessments; and if the lease does not so provide, it shall be deemed to include such provisions. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions.

It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within ten (10) days after receipt of the application for lease on the prescribed form with all required information and the personal interview of the proposed lessee, whichever date last occurs. The Association has the authority to require, as a condition to permitting the leasing of a Unit, the depositing with the Association of a security deposit up to the highest amount allowable by law which may be placed by the Association in an account without interest. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned but not limited to damage to the common elements and the limited common elements. Each tenant shall be jointly and severally liable with the Unit Owner for any damages to the common elements or Association property or other injuries or damage caused by the acts, omissions or negligence of such tenants or those claiming by, through or under them. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the lessee by the Association not later than fifteen (15) days from the date of notice to the Association of the termination of occupancy of the Unit by Lessee.

3. General Provisions Regarding Leasing.

- (a) A Unit owner shall not lease the Unit more than one time in any twelve (12) month period. It is recognized that leases are sometimes terminated early due to circumstances beyond the control of the owner. In recognition of this fact, the Board has the right, in its sole discretion, to approve a new tenant in the event that an existing lease is terminated early. However, in no event, shall the Association approve more than two lease agreements relating to any Unit in any twelve (12) month period.
- (b) Occupancy of a Unit by persons, except the parents, children, grandchildren or siblings of the owner or his spouse, when the record owner is not in residence, shall be deemed to be a lease and shall be counted as one (1) occupancy in any twelve (12) month period under the limitation of subparagraph (a) hereof.
- (c) Only entire Units may be leased. Lease of rooms or less than the entire Unit is prohibited. There shall be no subdivision or subletting of Units without approval of the Board in the manner provided. Units may only be occupied by tenants as a single family residence, as this term is defined elsewhere in this Declaration. Guests of tenants must be registered with the Association. The maximum stay for guests of tenants is thirty (30) total days in any calendar year. All leases shall be for a minimum period of at least thirty (30) days. Upon the expiration of any lease, renewals thereof shall also be for a minimum period of thirty (30) days. An owner of a leased Unit may not use any portions of the common elements except as a guest.

- 4. Disapproval of Leasing by Association.** If a proposed lease is disapproved by the Association, the Unit Owner shall be so advised in writing and the lease shall not be made. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the tenant in which event the Unit Owner violating this paragraph shall be liable for all court costs and reasonable attorney's fees incurred by the Association, both at trial and appellate levels.

5. **Approval of Sale of a Unit.** The approval of the Association that is required for the transfer of ownership of condominium Units shall be obtained in the following manner:
- (a) **Notice to Association.** A condominium Unit owner intending to make a sale of the condominium Unit or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Association and such other information concerning the intended purchase as the Association may reasonably require including a copy of the proposed contract of sale signed by the proposed purchasers. Such notice, at the condominium Unit Owner's discretion, may include a demand by the Unit Owner that the Association provide a purchaser of the condominium Unit if the proposed purchase is not approved, except as noted in Paragraph 6(a)(3) below. The prospective purchaser shall make himself or herself available for a personal interview by the screening committee prior to approval of such sale.
 - (b) **Certificate of Approval.** Within thirty (30) days after receipt of such notice and information and the holding of a personal interview, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President, Vice President, Secretary or Treasurer of the Association, in recordable form.
6. **Disapproval of Sale or Transfer.** If the Association shall disapprove a transfer of ownership of a condominium Unit, the matter shall be disposed of in the following manner. If the notice of sale given by the condominium Unit Owner shall so demand, then within thirty (30) days after receipt of such notice and information and the holding of a personal interview, whichever date last occurs, the Association shall deliver or shall send by certified mail to the condominium Unit Owner an agreement to purchase the condominium Unit signed by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association, by its President or Vice President and attested by its Secretary, in which event the condominium Unit Owner shall sell the condominium Unit to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, excepting that at the option of the named purchaser the purchase price may be in cash at closing.
- (a) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase or upon the date designated in the disapproved contract, whichever date shall be later. A certificate of approval of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.
 - (b) If the Association shall fail to purchase or provide a purchaser upon demand of the condominium Unit Owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form.

(c) If the Association determines that the proposed sale is not bona fide, it shall not be required to purchase the Unit or to provide an alternative purchaser. In addition, if the Board or committee thereof disapproves a proposed transfer for "cause", the owner desiring to transfer the Unit shall have no right to proceed with the proposed transfer. "Cause" shall be determined by the Board upon objective criteria formulated by the Board, including but not limited to financial stability, personal references and ownership or rental histories of the proposed occupant.

7. **Screening Fees.** The Association may require the payment of a present screening fee simultaneously with the giving of notice of intention to sell or lease, said screening fee to be set by the Board of Directors from time to time and shall be in conformance with applicable law.
8. **Unauthorized Transactions.** Any sale or lease not authorized pursuant to the terms of this Declaration shall be voidable at the election of the Association; provided, however, that such voidability shall exist for a period no longer than one hundred twenty (120) days from the consummation of such transaction, such consummation being evidenced by the recording of a deed of conveyance of the Unit or by occupancy of the Unit; provided further that the Association must commence an action to set aside such transaction within such one hundred twenty (120) day period.

14. PARKING

Except as set forth below, only conventional passenger automobiles may be parked in any parking area and only if the automobile has a current license tag affixed to it. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons or minivans which do not exceed 18' in length, and utility vehicles, such as Ford Bronco, Chevrolet Blazer, Jeep and similar vehicles provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer and specifically excluding vehicles that have been modified by increasing height, off-road tires, roll bars and the like.

All other motor vehicles, including but not limited to commercial vehicles (any vehicle primarily used in a trade or business or having advertising or promotional information, symbols or materials affixed thereto), trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all pickup trucks and vans exceeding 18' in length), motorcycles, boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motorhomes, mobile homes, and any and all other vehicles other than the aforescribed conventional passenger automobiles, shall be prohibited from parking in any area.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in parking areas during the time they are actually servicing a home, but in no event overnight; (2) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a parking area when they are being actively loaded or unloaded, but not for more than

twenty-four (24) hours; (3) any of the motor vehicles, trailers or other vehicles which are otherwise prohibited by virtue of this section may be parked inside an owner's assigned garage provided the garage door is kept closed and the vehicle is only located outside of the closed garage when it is being loaded or unloaded or driven to or from the home.

No vehicle belonging to any owner or to a member of the family of an owner or guest, tenant or employee of any owner shall be parked in such manner as to impede or prevent access to another owner's parking space. The owners, their employees, servants, agents, visitors, licensees, and the owners' families will obey parking regulations posted at the private streets, parking areas and drives and any other traffic regulations which may be promulgated in the future for safety, comfort and convenience of the owners. No vehicle which cannot operate on its own power shall remain within the condominium property for more than 24 hours, and no repair of vehicles shall be made within the condominium property.

No parking is permissible on the lawns or common grounds at any time, other than service vehicles and then only if necessary to service a Unit within the complex.

Any and all vehicles parked or stored on the condominium property which do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing by the Association, at owner expense, at any time after twenty-four (24) hours has elapsed from when the owner of said vehicle(s) has been notified of the improper parking.

15. TERMINATION

The Condominium created hereby may be terminated in the manner provided by the Condominium Act of the State of Florida, as Amended, from time to time.

16. MORTGAGEE'S RIGHTS

That, notwithstanding anything contained in this Declaration or any of the Exhibits annexed hereto, to the contrary, the written consent of each institutional lender holding a first mortgage upon any Condominium parcel or parcels, shall first be obtained before any portion of this Declaration may be amended in a manner which would materially and adversely affect its security interest, or the Condominium terminated, or a building may be rebuilt after substantial destruction as defined in Paragraph 12 above, or any structural alterations or changes may be made, which said consent shall not be unreasonably withheld.

17. MAINTENANCE OF CONDOMINIUM PROPERTY

Maintenance: Responsibility for the maintenance, repair and replacement of the Condominium property will be as follows:

1. **Units.** The maintenance, repair and replacement of the Units and their components, and any alterations, additions and improvements thereto, shall be the responsibility of the Unit owner, at his sole expense. The responsibility of the Unit owner shall include, but not be limited to, all components located within

the inner surfaces of the exterior coatings of the outside unfinished walls and, where applicable, the vertical plane bisecting the walls shared between Units, and from the plane of the bottom of the foundation of the structure to the plane of the peak of the roof, including the roof, roof surfacing (other than the outer surfaces of the coverings on overhangs and sloping roofs), gravel stops, overhangs, eaves, gutters, downspouts, window sills, porches, stoops, all projecting integral parts of the structure, utility room, attached or adjacent carport (including the roof and roof structure) or garages, and that portion of any enclosed courtyard lying within the boundaries of the Unit extended. Further, the responsibility of the Unit owner shall also include maintenance, repair and replacement of both the interior and exterior portions of windows, doors (except for painting of the exterior of doors which shall be the responsibility of the Association), and similar apertures and all frames, framing and screening thereof. However, a Unit owner must obtain the approval of the Board of Directors for the following: any maintenance, repair or replacement of the roof and roof surfacing; modification, replacement or covering of plastic, glass or screened surfaces; provided that, repairs which do not alter the original design may be made in emergencies and may remain upon subsequent approval by the Board. Moreover, the responsibility of the Unit owner shall also include fixtures, equipment, installation, appliances and internal utility services located within the Unit boundaries, including water, electric, sewage, and heating and air-conditioning systems. In regard to the electric system, the Unit owner shall be responsible to maintain, repair or replace components of such system (including electrical conduit, wire, switches, fixtures and equipment) located on the unit side of the electric meter servicing the Unit, but not including the meter itself. In regard to the water system, the Unit owner shall be responsible to maintain, repair or replace all components in the hot and cold water system located within a Unit's boundary and located between the Unit boundary and the Unit shutoff valve, but not including the shutoff valve itself. In regard to the sewage system, the Unit owner is responsible to maintain, repair and replace all components located within a Unit's boundary or on the Unit side of the junction point within the Unit where the line enters a line shared by another Unit. In regard to a Unit's heating and air-conditioning system, a Unit owner shall be responsible to maintain, repair and replace all components of such individual Unit systems wherever located.

2. **Common elements and Association Property.** The maintenance, repair and replacement of the common elements and the Association property and their components (including any vegetation located upon the common elements or the Association property, however established), and any alterations, additions and improvements thereto, and the down fences and concrete or masonry supports for same plus all approved wooden shadow-box privacy fences, shall be the responsibility of the Association.
3. **Access.** To facilitate and carry out the obligations of the Association for maintenance, repair and replacement of common elements as set forth in this Section 17, the Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary to perform its maintenance, repair or replacement duties, or for making emergency repairs therein necessary to prevent damage to the common elements or to another Unit or Units. Verbal notice will be given to the owner before entering except under those circumstances classified as emergencies by the Association.

4. **Reporting Need for Repairs.** Unit owners shall be charged with the responsibility for promptly reporting to the Association any defect or need for maintenance, repair, or replacement of any item or portion of the Condominium Property for which the Association has maintenance responsibility.
 5. **Limitation Upon Liability of Association.** Notwithstanding the duty of the Association to undertake the maintenance, repair or replacement of the above-described portions of the Condominium Property, the Association shall not be liable for injury or damage, including damage to Units or contents therein, other than the cost of maintenance or repair of the property to be maintained by the Association, caused by any latent condition of the Condominium Property to be maintained or repaired by the Association of which the Association does not have knowledge, or caused by the elements, or by other owners, their servants, guests or invitees or by any other persons, but it is expressly provided that in the event that the maintenance, repair or replacement of a Unit is undertaken by the Association and the same results in incidental damage to an individual Unit, such damage shall promptly be repaired by the Association at the expense of the Association.
 6. **Owner Caused Damages.** In the event that the maintenance, repair or replacement of a portion of the Condominium Property for which the Association has maintenance responsibility is necessitated by or through, or is the result of, the willful or negligent act of the owner of a Unit, his family, servants, guests, tenants, or invitees, the cost of such maintenance, repair or replacement shall be the responsibility of such Unit owner and shall be paid for by such Unit owner upon demand of the Association. An owner shall similarly be responsible to reimburse other owners for damage to their Units if the owner has caused the damage as set forth herein. In the event such payment is not made by the Unit owner after demand by the Association, such cost shall thereupon become a lien upon the Unit and may be collected and enforced in the same manner as assessments as provided in this Declaration.
 7. **Owner Fails to Maintain.** In the event an owner fails to properly maintain and repair or replace his Unit or its components, the Association, at the discretion of the Board of Directors, may make such maintenance, repair or replacement as the Board may deem necessary and the cost thereof shall be assessed against such defaulting Unit owner. The Association shall have a lien against a Unit for the cost of any maintenance, repair or replacement it shall make thereto, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the maximum rate allowed by law and reasonable attorney's fee incurred by the Association in the collection thereof.
- 18. ALTERATION, ADDITION OR IMPROVEMENT TO CONDOMINIUM PROPERTY**
1. **Common Elements and Association Property.** The Association, through its Board of Directors, may alter, add or improve the common elements of the Condominium or the Association Property; provided that, any expenditure, except as noted below, for an alteration, addition or improvement in excess of \$5,000.00 shall require the approval of the owners of a majority of the Units in the condominium in regard to the common elements, and shall require the approval of a majority of members in the Association in regard to Association Property. The approval may be expressed by a vote at a duly commenced membership meeting or in writing. Approval of the membership shall not be required for expenditures related to maintenance, repair, replacement, preventative maintenance, compliance with valid governmental orders or for security measures necessitated by conditions or events.

2. **Owner Alterations.** No Unit owner shall make any alteration, addition or improvement (including the planting of vegetation) to any exterior portion of the condominium property, whether a Unit, common element or Association Property, or otherwise paint, decorate or change the exterior appearance of any portion of the condominium property or make any alteration, addition or improvement in the structural portions of the interior of a building without obtaining the prior written approval of the Board. In no event may an owner jeopardize the safety or soundness of a building or impair any easement.

19. ASSOCIATION PROPERTY

Association property means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members and includes the Recreation Center. The Recreation Center is for the recreation, enjoyment, use and other benefit of the Unit owners in Sections One and Two of Baywood Colony Villas Condominiums.

IN WITNESSETH WHEREOF the undersigned officers of Baywood Colony Villas Association, Inc. have caused this Amended and Restated Declaration of Condominium to be executed the 28th day of September, 1995.

WITNESSES:

BAYWOOD COLONY VILLAS ASSOCIATION, INC.

Charles D Feazer

BY: Lucy M. Athas
LUCY M. ATHAS, PRESIDENT

CHARLES D FEAZER
Printed Name

Joanne L. Bauer

BY: Joanne L. Bauer
JOANNE L. BAUER, SECRETARY

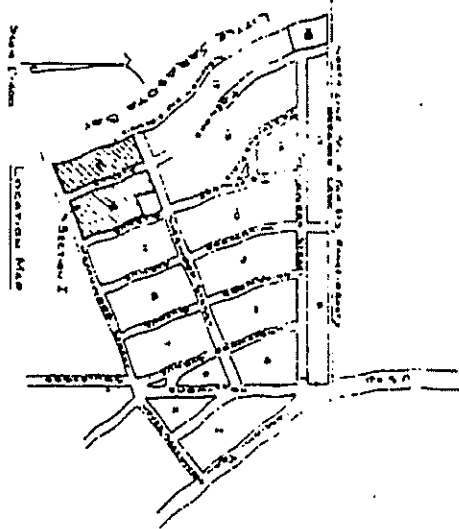
JOANNE L. BAUER
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28th day of September, 1995 by Lucy M. Athas, as President and Joanne L. Bauer, as Secretary of BAYWOOD COLONY VILLAS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or who have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Paul R. Clark, Jr.
Notary Public
State of Florida
My Commission Expires _____
Official Seal
PAUL R. CLARK, JR.
Notary Public, State of Florida
Commission No. CC 362357
My Commission Exp. Apr 7, 1998

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



BRAMWOOD Colony VILLAS

SECTION I
A CONDOMINIUM

CONDOMINIUM PLAN 5 of 24
E-10017-1A
1-27-74

DESCRIPTION:

This is a plan of the Bramwood Colony Villas, a condominium project, located in the County of Duval, State of Florida. The project consists of a total of 100 units, divided into two sections, Section I and Section II. Section I, which is the subject of this plan, contains 50 units. Each unit is a separate, self-contained living space with its own entrance and exit. The units are arranged in a grid pattern, with a central common area for each section. The common areas include a swimming pool, a playground, and a clubhouse. The project is situated on a 10-acre tract of land, bounded by Little Sandy Creek to the north and east, and by a road to the south and west. The plan shows the layout of the units, the common areas, and the boundaries of the project. It also shows the location of the project relative to the surrounding area, as indicated by the location map.

UNIT DESCRIPTION:

The units in this project are of various sizes and configurations. They range from one-bedroom units to three-bedroom units. Each unit is designed to provide a comfortable and convenient living environment. The units are finished with high-quality materials and fixtures. They include a kitchen, a living area, a dining area, and a bedroom. Each unit also has a bathroom and a closet. The units are located in a well-maintained and secure environment. The project is surrounded by lush landscaping and offers a peaceful and relaxing atmosphere. The units are available for purchase or rental. For more information, please contact the developer or the real estate agent.

SURVEYOR CERTIFICATE:

I, the undersigned Registered Land Surveyor, hereby certify that the foregoing description of the units, common areas, and boundaries of the Bramwood Colony Villas, as shown on this plan, were prepared by me or under my direct supervision and that I am a duly licensed and qualified professional surveyor. I have examined the plan and the field notes and find that they conform to the requirements of the laws of the State of Florida. I have also examined the original survey records and find that they are correct and complete. I have no objection to the recording of this plan and the granting of the condominium interests therein. I have signed this certificate on the 27th day of January, 1974, at Jacksonville, Florida.

Signature of Surveyor
George J. Wilford
Registered Professional Land Surveyor
No. 1187
Seal No. 7-0131

EXHIBIT "A"

**RESTATED
ARTICLES OF INCORPORATION
TO
BAYWOOD COLONY VILLAS ASSOCIATION, INC.**

•• OFFICIAL RECORDS ••
BOOK 2790 PAGE 498

Pursuant to Section 617.1007, Florida Statutes, the Articles of Incorporation of Baywood Colony Villas Association, Inc., a Florida corporation not-for-profit, originally filed on July 29, 1971, are hereby restated in their entirety. There is no discrepancy between the corporation's Articles of Incorporation as heretofore amended and the provisions of these Restated Articles of Incorporation. This restatement does not contain any new amendments to the Articles requiring membership approval. The Board of Directors of Baywood Colony Villas Association, Inc., by action taken at its meeting held on the 28th day of September, 1995, adopted these Restated Articles of Incorporation. The Restated Articles of Incorporation of Baywood Colony Villas Association, Inc. shall henceforth be as follows:

**ARTICLE I
NAME**

The name of the corporation shall be BAYWOOD COLONY VILLAS ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association.

**ARTICLE II
PURPOSE**

- 2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, as it may be amended from time to time, for the operation of BAYWOOD COLONY VILLAS, a condominium, Section One, and BAYWOOD COLONY VILLAS, a condominium, Section Two, upon lands located in Sarasota County, Florida.
- 2.2 The Association shall make no distributions of income to its members, directors or officers.

**ARTICLE III
POWERS**

The powers of the Association shall include and be governed by the following provisions:

- 3.1 The Association shall have all of the powers and duties set forth in the Condominium Act, the Florida General Corporation Act, the Florida Not For Profit Corporation Act, these Articles, By-Laws and the Declarations of Condominium, except as expressly limited or restricted by the Condominium Act, and all of the powers and duties reasonably necessary to operate the condominiums pursuant to the Declaration, Articles and By-Laws as they may be amended from time to time, including but not limited to the following:

EXHIBIT " B "

- a. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominiums.
 - b. To use the proceeds of assessments in the exercise of its powers and duties.
 - c. The maintenance, repair, replacement and operation of the condominium properties.
 - d. The purchase of insurance upon the condominium properties and insurance for the protection of the Association and its members as unit owners.
 - e. To enter into contracts for the maintenance of the common elements and/or the management of all of the affairs of the condominiums.
 - f. The reconstruction of improvements after casualty and the further improvement of the property.
 - g. To approve or disapprove of proposed purchasers, lessees, and mortgagees of the condominium units.
 - h. To enforce by legal means the provisions of the Condominium Act, the Florida General Corporation Act, the Florida Not For Profit Corporation Act, the Declarations of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the properties in the condominiums.
 - i. To contract for the management of the condominiums and to delegate to such contractor all powers and duties of the Association, as appropriate, which may be delegated under the Condominium Act, except such as are specifically required by the Declarations of Condominium to have approval of the Board of Directors or the membership of the Association.
 - j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.
 - k. To employ personnel to perform the services required for proper operation of the condominiums.
 - l. To enter into a lease of recreational facilities with any person or corporation.
- 3.2 All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents.

- 3.3 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declarations of Condominium which govern the use of the Properties.

**ARTICLE IV
MEMBERS**

- 4.1 The members of the Association shall consist of all of the record owners of units in those condominiums in which the Declaration of Condominium designates this Association to administer the condominium, and after termination of those condominiums shall consist of those who are members at the time of such termination and their successors and assigns.
- 4.2 After receiving approval of the Association required by the Declarations of Condominium, change of membership in the Association shall be established by recording in the public records of Sarasota County, Florida, a deed or other instrument establishing a record title to a unit in the condominium and the delivery to the Association of a true copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.
- 4.3 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 his unit.
- 4.4 The owner of each unit shall be entitled to one vote per unit as a member of the Association. The manner of exercising voting rights for units owned by a corporation or more than one owner shall be determined by the By-Laws of the Association.

**ARTICLE V
DIRECTORS**

- 5.1 The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of three directors. Directors need not be members of the Association.
- 5.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the By-Laws.

**ARTICLE VI
OFFICERS**

The affairs of the Association shall be administered by the officers designated in the By-Laws. 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.

ARTICLE VII INDEMNIFICATION

Every director, officer or committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding 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, officer or committee member of the Association, whether or not he is a director, officer or committee member at the time such expenses are incurred, except when the director, officer or committee member is adjudged guilty of willful misfeasance or malfeasance 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 interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director, officer or committee member may be entitled.

ARTICLE VIII BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

- 9.1 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.
- 9.2 A potential amendment may be proposed by either the Board of Directors or by not less than twenty percent (20%) of the membership of the Association. In order to take effect, such proposed amendment must be approved by not less than two-thirds (2/3rds) of the members of the Association present, in person or by proxy, at any duly convened membership meeting, or by not less than two-thirds (2/3rds) of the members of the Association expressed in writing without a meeting.
- 9.3 A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Sarasota County, Florida.
- 9.4 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, 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 or Declaration of Condominium.

ARTICLE X
TERM

The term of the Association shall be perpetual.

These Restated Articles of Incorporation were duly adopted by the Board of Directors of Baywood Colony Villas Association, Inc. at a Board of Director's meeting held on the 28th day of September, 1995.

WITNESSES:

BAYWOOD COLONY VILLAS ASSOCIATION, INC.

Charles D. Fraser

BY *Lucy M. Athas*
LUCY M. ATHAS, PRESIDENT

CHARLES D. FRASER
Printed Name

Ben Seeth

BY *Joanne L. Bauer*
JOANNE L. BAUER, SECRETARY

BEN SEETH
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28th of September, 1995 by Lucy M. Athas, as President and Joanne L. Bauer, as Secretary of BAYWOOD COLONY VILLAS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or who have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Paul R. Clark, Jr.
Notary Public
State of Florida
Official Seal
PAUL R. CLARK, JR.
Notary Public, State of Florida
Commission No. CC 362357
My Commission Expires Apr. 7, 1998

**RESTATED
BYLAWS
OF
BAYWOOD COLONY VILLAS ASSOCIATION, INC.**

WHEREAS, Baywood Colony Villas Association, Inc. is a Florida not-for-profit corporation (the Association) in charge of the operation of two condominiums: Baywood Colony Villas, a Condominium, Section One, as originally recorded in O.R. Book 914, Page 3, et seq., and Baywood Colony Villas, a Condominium, Section Two, according to the Declaration thereof as originally recorded in O.R. Book 988, Page 1574 et seq., both of the Public Records of Sarasota County, Florida, and

WHEREAS, the Association is regulated by its Bylaws, which Bylaws have been amended on numerous occasions over the years which have made review of the document difficult, and

WHEREAS, the Board of Directors of the Association determined that it would be in the best interests of the community to restate and integrate all the existing provisions into one instrument, all being contained in these Restated Bylaws, and

WHEREAS, the Board of Directors approved the Restated Bylaws at its Board of Director's meeting held on the 28th day of September, 1995.

NOW THEREFORE, the following is adopted as the Restated Bylaws of Baywood Colony Villas Association, Inc.

**BYLAWS OF
BAYWOOD COLONY VILLAS ASSOCIATION, INC.**

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

1. **Identity.** These are the Bylaws of BAYWOOD COLONY VILLAS ASSOCIATION, INC., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on July 29th, 1971. The Association has been organized for the purpose of administering condominiums pursuant to the Condominium Act, as it may be amended from time to time, which condominiums are identified by the name BAYWOOD COLONY VILLAS, A CONDOMINIUM, SECTION ONE, AND BAYWOOD COLONY VILLAS, A CONDOMINIUM, SECTION TWO, and located upon the lands in Sarasota County, Florida, described in the Declarations of Condominium which designate BAYWOOD COLONY VILLAS ASSOCIATION, INC. as the entity for in the operation of the condominiums as provided for in the Condominium Act for the State of Florida.

- 1.1 The office of the Association shall be at 5895 Tidewood Avenue, Sarasota, Florida.
- 1.2 The fiscal year of the Association shall be the calendar year.
- 1.3 The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", an impression of which is as follows:

2. Members' Meetings.

- 2.1 **Annual Members' Meeting.** The annual members' meeting shall be held at the office of the corporation at 2:00 o'clock P.M. on the first Friday in January 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.
- 2.2 **Special Members' Meetings.** Special members' meetings may be called by the President, the Board of Directors, or not less than one-tenth of the members having voting rights.
- 2.3 **Members.** The members of the Association shall consist of all of the record owners of Units in the condominiums which the Association administers. Membership and change of membership in the Association shall be established by recording in the public records of Sarasota County, Florida, a deed or other instrument entitled to be recorded, establishing a record title to a Unit in the condominium and the delivery of a true copy of such instrument after recording to the Association. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is thereby terminated.
- 2.4 **Location.** The Board of Directors may designate any place within Sarasota County, Florida, as the place of meeting for any Annual or Special Meeting, and if no such designation is made, such meeting shall take place at the office of the corporation, Sarasota County, Florida.
- 2.5 **Notices.** Written or printed notices stating the place, day and hour of any meeting of members shall be delivered either personally or by mail, to each member entitled to vote at such meeting, not less than fourteen (14) nor more than sixty (60) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a Special Meeting, or when required by statute or by these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with the postage thereon prepaid.

2.6 Voting.

- a. **Voting Per Unit.** In any meeting of members, the owners of each Unit shall be entitled to cast one vote per Unit.
- b. **Right to Vote.** If a Unit is owned by one natural person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by two or more natural persons, that Unit's vote may be cast in person or by proxy by any of the record owners, provided that there shall be no more than one (1) vote per Unit. If two or more owners of a Unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted as to the matter under consideration in which the conflict arose, and whether the conflict appears by vote in person or by proxy. Votes may be cast for Units owned by corporations or partnerships by a president, vice-president, or a general partner, as applicable, and no voting certificate shall be necessary. Votes may be cast for Units owned in trust by a trustee.
- c. **Quorum.** Fifty-one percent (51%) of the Unit owners shall constitute a quorum, and fifty-one percent (51%) of the votes cast shall decide questions unless the Bylaws, Articles of Incorporation or the Declaration of Condominium requires a greater majority.

2.7 **Proxies.** Votes may be cast in person or by proxy. 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. Proxies may not be held by the management company.

2.8 **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.

2.9 **The Order of Business** at annual members' meeting and as far as practical at other members' meetings, shall be:

- a. Call to order;
- b. Election of chairman of the meeting, unless the President or Vice President is present, in which case he shall preside;
- c. Calling of the roll, certifying of proxies, and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;
- d. Proof of notice of meeting or waiver of notice;

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

3. Directors.

- 3.1 **Membership.** The affairs of the Association shall be managed by a board of not less than three (3) nor more than nine (9) directors, the exact number to be determined at the time of election (except as provided in Section 3.2, below).
- 3.2 **Election of Directors.** Election of directors shall be held at the annual members' meeting. Except as provided herein to the contrary, the term of each director's service shall be for two years. The method for election of directors for staggered terms shall be accomplished at the next annual membership meeting and shall be as follows: seven (7) directors shall be elected; the four (4) elected directors receiving the highest number of votes shall be elected for two-year terms and the three (3) remaining elected directors shall be elected to one-year terms. At subsequent annual meetings, directors shall be elected to two-year terms in order to accomplish the election of approximately one-half of the board each year.
- 3.3 **Automatic Resignation.** Any Director who is absent from more than three (3) consecutive regular meetings of the Board of Directors shall be deemed to have resigned from the Board automatically, effective when accepted by the Board, unless excused by resolution of the Board.
- 3.4 **Regular Meetings.** A regular annual meeting of the Board of Directors shall be held immediately after and at the same place as the annual meeting of members.
- 3.5 **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or two Directors. The person or persons authorized to call special meetings of the Board may fix any place within Sarasota County, Florida, as the place for holding any Special Meeting of the Board called by them.

- 3.6 **Notice.** Notice of any Special Meeting of the Board of Directors shall be given at least two (2) days previous thereto by telephone or by written notice delivered personally or sent by mail or telegram to each director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.
- 3.7 **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.
- 3.8 **Manner of Acting.** The act of a majority of the directors present at a meeting if a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.
- 3.9 **Vacancies.** Any vacancy occurring in the Board of Directors, and any Directorship to be filled by reason of an increase in the number of Directors, shall be filled by appointment by the Board of Directors. A director appointed by the Board to fill a vacancy shall only serve until the next annual meeting; at the annual meeting a director shall be elected by the membership to fill the expiring term of the vacant Directorship or to complete the continuing term of the vacant Directorship. In regard to filling the continuing term of a vacant directorship by vote at an annual meeting, the director nominee receiving the next highest number of votes after the director nominee elected to a two-year term by the lowest number of votes shall be elected to complete the continuing term of a vacant directorship.
- 3.10 **Compensation.** Directors shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

4. Officers.

- 4.1 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, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who, along with any other officers, may be preemptorily removed by majority vote of the directors present at any meeting in which a quorum is present, with or without cause. Any person may hold two or more offices except that the President shall not be also the Treasurer, the Secretary or an

Assistant 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.

- 4.2 The **President** shall be the chief executive 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 designate appointees to committees from among the members or the spouses of members (or, in the case of corporate, partnership or trust members, corporate directors or officers, partners or trustees) from time to time, as he, in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association; such appointees to be approved by a majority of the directors present at a meeting in which a quorum is present.
- 4.3 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.
- 4.4 Unless otherwise delegated by the Board of Directors to a management company, the responsibilities of the **Secretary** shall be as follows. 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 notice 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.
- 4.5 Unless otherwise delegated by the Board of Directors to a management company, the responsibilities of the **Treasurer** shall be as follows. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.
- 4.6 The **compensation** of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

5. **Committees.**

- 5.1 **Committees of Directors.** The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, including an executive committee, each of which shall consist of two or more directors, which committees, to the extent

provided in said resolution and pursuant to the provisions of Section 607.0825, Florida Statutes, shall have and exercise the authority of the Board of Directors in the management of the corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law.

- 5.2 **Other Committees.** Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members or spouses of members of the corporation (or, in the case of corporate, partnership or trust members, corporate directors or officers, partners or trustees shall be eligible for membership upon each such committee), and the President of the corporation shall designate appointees thereof, such appointees to be approved by a majority of the Directors present at a meeting at which a quorum is present. Any member thereof may be removed by majority vote of the Directors present at any meeting at which a quorum is present, with or without cause.
- 5.3 **Term of Office.** Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.
- 5.4 **Chairman.** One member of each committee shall be appointed Chairman by the person or persons authorized to designate the members thereof.
- 5.5 **Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.
- 5.6 **Quorum.** Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.
- 5.7 **Rules.** Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.
6. **Contracts, Checks, Deposits and Funds.**
- 6.1 **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents of the corporation in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

- 6.2 **Checks, Drafts, Etc.** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the corporation.
- 6.3 **Deposits.** All funds of the Association shall be deposited from time to time to the credit of the corporation in such Banks, Trust Companies, or other depositories as the Board of Directors may select.
- 6.4 **Gifts.** The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purpose or for any special purpose of the corporation.
- 6.5 **Fidelity Bonding.** All persons who control or disburse the funds of the Association shall be bonded by a good and sufficient fidelity bond in the principal sum of not less than Ten Thousand Dollars (\$10,000.00). The Association shall bear the cost of such bonding, unless otherwise provided by contract between the Association and an independent management company.
7. **Books and Records.** The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.
8. **Dues, Fees, Charges and Assessments.**
- 8.1 **Dues and Assessments.** The Board of Directors may determine from time to time the dues, charges, fees or assessments to be paid by the members. Said dues, charges, fees and assessments are to be levied in an amount and manner so as to provide the corporation with sufficient funds to meet the obligations of the corporation and furnish the facilities and services to the Units of the condominiums which the corporation is obliged to furnish, all on a non-profit basis and each Unit shall bear its portion as set forth in the Declaration of Condominium. The services and facilities that the Association is to furnish to the condominiums administered by it, in addition to those services and facilities hereinafter added by vote of the members and subject to subsequent deletion of services or facilities pursuant to vote of the members, shall be the furnishing of utility service to the common elements, sewer and water to each Unit, maintenance of all common elements, including, but not limited to lawns, roads, walkways, outside building maintenance, the furnishing of bulk television services, trash and garbage collection, furnishing of all risk insurance on all Units and common elements and Association property and liability insurance for common elements and Association property, and the furnishing of a professional manager.

- 8.2 **Assessments in Advance.** Assessments are made for a year in advance and are payable in installments as determined by the Board of Directors. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall become due upon the dates stated in the notice, not less than twenty (20) days after delivery of the notice to the unit owner.
- 8.3 **Assessments for Emergencies.** Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.
- 8.4 **A Unit owner,** regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.
- 8.5 The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessments are made.
- 8.6 **Assessments and installments** thereon not paid when due shall bear interest from the date when due until paid at the rate provided by the Board of Directors from time to time, but not to exceed the rate allowed by law, and if no rate is provided by the Board of Directors, then at the highest rate allowed by law. The Association may also charge an administrative late fee in addition to such interest, in an amount allowed by law.
- 8.7 **Default.** The Association shall have a lien on each Condominium Unit for any unpaid assessments, interest thereon and reasonable attorney's fees and costs, against the unit owner of said Condominium Parcel. Such lien and the liability for the unpaid assessment shall be foreclosed, collected and due and payable according to the Condominium Act of the State of Florida, as amended, together with any other applicable laws and statutes.
9. **Amendments to Bylaws.** Amendments to these Bylaws may be proposed by either the Board of Directors or by not less than twenty percent (20%) of the membership of the Association. These Bylaws may be amended by a two-thirds (2/3) vote of the members present and voting, in person or by proxy, at a regular annual meeting, or a special meeting called for that purpose, if at least fourteen (14) days' written notice is given in advance of such meeting, of intention to amend the Bylaws at such meeting. Proposed Bylaw amendments may also be adopted by not less than two-thirds (2/3rds) of the members of the Association expressed in writing without a meeting.

No modification of or amendment to the Bylaws shall be valid unless set forth in or annexed to a duly recorded amendment to the Declaration of Condominium.

10. **Rules and Regulations.** The Board of Directors shall, from time to time, adopt Rules and Regulations concerning the use of the common elements and areas and recreational facilities.

11. **Priority of Documents.** In the event of conflict between documents, the Declaration of Condominium takes precedence over the Articles of Incorporation, Bylaws and Rules and Regulations; the Articles take precedence over the Bylaws and Rules and Regulations; and the Bylaws take precedence over the Rules and Regulations.

IN WITNESSETH WHEREOF the undersigned officers of Baywood Colony Villas Association, Inc. have caused these Restated Bylaws to be executed the 28th day of September, 1995.

WITNESSES:

BAYWOOD COLONY VILLAS ASSOCIATION, INC.

Charles D. Fraser

BY: Lucy M. Athas
LUCY M. ATHAS, PRESIDENT

CHARLES D. FRASER

Printed Name

Sam Attala

BY: Joanne L. Bauer
JOANNE L. BAUER, SECRETARY

BIB SETTE

Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28th day of September, 1995 by Lucy M. Athas, as President and Joanne L. Bauer, as Secretary of BAYWOOD COLONY VILLAS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or who have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Paul R. Clark, Jr.

Notary Public State of Florida
PAUL R. CLARK, JR.
Notary Public, State of Florida
Commission No. CC 362357
My Commission Expires Apr. 7, 1998

RECORDED IN OFFICIAL RECORDS
95 NOV - 3 AM 10:30
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL