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CERTIFICATE OF AMENDMENT

DECLARATION OF RESTRICTIONS  
FOR HOMESITES  
AT WOODMERE LAKES

ARTICLES OF INCORPORATION  
BYLAWS  
WOODMERE LAKES HOMEOWNER'S ASSOCIATION, INC.  
(A Corporation Not For Profit)

We hereby certify that the attached amendments to the Declaration of Restrictions for HOMESITES AT WOODMERE LAKES (which Declaration is originally recorded at Official Records Book 2752, Page 1943 et seq. of the Public Records of Sarasota County, Florida) and the Bylaws of WOODMERE LAKES HOMEOWNER'S ASSOCIATION, INC. (herein, the "Association") were approved by not less than sixty-seven percent (67%) of the total votes of the Association at the Special Membership Meeting of the Association held on held on March 11, 2014 and reconvened on April 8, 2014, as required by Article XIII.4 of the Declaration of Restrictions and Article 4.3, Section 6 of the Bylaws. The attached amendments to the Articles of Incorporation were approved by not less than a majority of a Board of Directors at a duly-noticed Board meeting as required by Article X of the Articles of Incorporation. The Association further certifies that all amendments were proposed and adopted as required by the governing documents and applicable law.

Dated this 16th day of May, 2014.

Signed, sealed and delivered in the presence of:

WOODMERE LAKES HOMEOWNER'S ASSOCIATION, INC.

Sign: Sonia Beatright

By: Michael Casella  
MICHAEL CASIELLA, President

Print: SONIA BEATRIGHT

Sign: Patricia K Doll

Print: Patricia K Doll

Sign: Jonica Boatright  
Print: JONICA BOATRIGHT  
Sign: Patricia K Doll  
Print: Patricia K Doll

ATTEST:  
By: Walter C Blackham  
WALTER C BLACKHAM, Secretary

[Corporate Seal]

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6th day of May, 2014, by Michael Castelle as the President of Woodmere Lakes Homeowner's Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC  
Sign: Lisa M. Martin  
Print: LISA M. Martin  
State of Florida at Large (Seal)  
My Commission expires:

STATE OF FLORIDA  
COUNTY OF SARASOTA



The foregoing instrument was acknowledged before me this 6th day of May, 2014, by Walter Blackham as the Secretary of Woodmere Lakes Homeowner's Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC  
Sign: Lisa M. Martin  
Print: LISA M. Martin  
State of Florida at Large (Seal)  
My Commission expires:



**AMENDMENTS**  
**DECLARATION OF RESTRICTIONS**  
**FOR**  
**HOMESITES AT WOODMERE LAKES**

**TABLE OF CONTENTS**

<b><u>Article</u></b>	<b><u>Description</u></b>	<b><u>Page No.</u></b>
1.	PROPERTY SUBJECT TO THIS DECLARATION .....	1
2.	REQUIRED MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION .....	2
2.1	Common Areas .....	2
2.2	Mandatory Membership .....	3
2.3	Purpose and Objective .....	2
2.4	Right to Levy Assessments and Record Liens .....	2
3.	LANDS SUBJECT TO THIS DECLARATION .....	2
4.	USE RESTRICTIONS .....	3
4.1	Residential Use.....	3
4.2	No Trailers or Temporary Buildings .....	3
4.3	Water and Sewer .....	3
4.4	Dwellings .....	4
4.5	Setback Line .....	4
4.6	Garages Required .....	5
4.7	Antennas .....	5
4.8	Screening of Air Conditioner Compressors, Garbage Container and Homesite Drying Area .....	5
4.9	Games, Accessory Structures and Street Lights .....	6
4.10	Mailboxes .....	6
4.11	Fences, Hedges and Walls .....	6
4.12	Landscaping .....	6
4.13	Trees .....	7
4.14	Artificial Vegetation.....	7
4.15	Docks, Seawalls and Boat Slips.....	7
4.16	Vehicles.....	7
4.17	Roadways .....	8
4.18	Signs .....	8
4.19	Animals .....	9
4.20	Firearms and Weapons .....	9
4.21	Pools .....	9

4.22	Wetlands, Lakes and Water Bodies .....	9
4.23	Increase in Insurance Rates.....	10
<b>5.</b>	<b>MAINTENANCE OF HOMESITES .....</b>	<b>10</b>
5.1	Nuisances .....	10
5.2	Maintenance of Homesites and Landscaping .....	10
5.3	Maintenance of Improvements .....	10
5.4	Boarding Up Residences/Storm Protection .....	10
5.5	Insurance, Damage and Destruction .....	10
5.6	Maintenance and Repair by Association.....	11
5.7	Regulations During Construction .....	11
<b>6.</b>	<b>COMMON AREAS AND SUBDIVISION FACILITIES.....</b>	<b>11</b>
<b>7.</b>	<b>EASEMENTS .....</b>	<b>12</b>
<b>8.</b>	<b>RESUBDIVIDING .....</b>	<b>12</b>
<b>9.</b>	<b>VARIANCES .....</b>	<b>12</b>
<b>10.</b>	<b>ASSIGNMENT BY DECLARANT .....</b>	<b>13</b>
<b>11.</b>	<b>ASSESSMENTS .....</b>	<b>13</b>
11.1	Annual Assessments .....	13
11.2	Special Assessments.....	13
11.4	Assessments Levied Pro Rata.....	14
11.5	Payment of Assessments .....	14
11.6	Personal Obligation of Member .....	14
<b>12.</b>	<b>LIEN RIGHTS.....</b>	<b>15</b>
12.1	Creation of Lien .....	15
12.2	Enforcement of Lien.....	15
12.3	Priority of Lien.....	15
12.4	Tenant Rent Demand .....	16
<b>13.</b>	<b>GENERAL PROVISIONS.....</b>	<b>16</b>
13.1	Duration and Benefit.....	16
13.2	Remedies for Violations.....	16
13.3	Severability .....	17
13.4	Amendment .....	17
13.5	Usage .....	17
13.6	Prohibition.....	17
13.7	Indemnification .....	20
13.8	Rights of Sarasota County.....	20

<b>14.</b>	<b>PROVISIONS CONCERNING STORMWATER/ ENVIRONMENTAL AREAS</b> .....	21
	14.1 Definition of Surfacewater Management System.....	21
	14.2 Member’s Responsibilities.....	21
	14.3 Prohibition.....	21
	14.4 Obligations Concerning Detention Ponds.....	21
	14.5 Wetland Hammocks.....	22
	14.6 Assignment of Permits.....	22
	14.7 Right of Enforcement.....	22
<b>15.</b>	<b>INCORPORATION OF CHAPTER 720, FLORIDA STATUTES</b> .....	22

## AMENDMENTS

### DECLARATION OF RESTRICTIONS FOR HOMESITES AT WOODMERE LAKES

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

~~This Declaration is made by Centex Real Estate Corporation, a Nevada corporation qualified to do business in the State of Florida, hereinafter referred to as "Declarant."~~

#### ~~WITNESSETH:~~

~~WHEREAS, Declarant intends to plat that property described in Exhibit "A" annexed hereto (and when recorded such plat together with any other plats recorded pursuant to the provisions of Article III below, shall be referred to herein as the "Plat") into a subdivision known as "Woodmere Lakes" and desires to establish protective covenants covering the development, improvement and usage of the homesites ("the Homesites") contained in Woodmere Lakes as shown on the Plat for the benefit and protection of Woodmere Lakes, Declarant, and the purchasers of Homesites; and~~

~~WHEREAS, Declarant contemplates recording additional subdivision plats for the Woodmere Lakes Subdivision and may desire to extend to the Homesites created thereby the benefit of the provisions hereof;~~

~~NOW, THEREFORE, Declarant does hereby declare that the property hereinafter described in Article I shall be and is hereby bound by the restrictions, limitations, conditions, easements, and agreements set forth in this Declaration and that said property shall be held, used and enjoyed subject to, and with the benefit and advantage of, the following restrictions, limitations, conditions, easements and agreements, which shall constitute covenants running with the title to said property, to-wit:~~

#### **ARTICLE 1.1 PROPERTY SUBJECT TO THIS DECLARATION**

~~The real property which is owned by Declarant and which shall henceforth be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration is located in Sarasota County, Florida, and is legally described as follows:~~

~~See Composite Exhibit "A", which is attached annexed hereto and incorporated herein.~~

~~Said property, together with such other additional property as may be made subject to the terms of this Declaration pursuant to Article III below, shall hereinafter be referred to as the "Subdivision."~~

**ARTICLE 2. II**  
**REQUIRED MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION**

**2.1 Common Areas.** In connection with the development of the Subdivision, certain land areas (a "Common Area" or "Common Areas") ~~were will from time to time hereafter be set aside by Declarant and ultimately~~ deeded to the Woodmere Lakes Homeowner's Association, Inc. (the "Association"). The first such Quit Claim Deed is recorded at Official Records Book 2844, Page 1951 et seq. and the second such Quit Claim Deed is recorded at Official Records Instrument #1999073151, all of the Public Records of Sarasota County, Florida. These Common Areas are ~~and will thereupon~~ become available for the common use, enjoyment, and benefit of all Members in the Subdivision. Said Common Areas may include, by way of illustration and not by way of limitation, lakes, ponds, walkways and other open areas.

**2.2 Mandatory Membership.** In order to effectuate the orderly development of the Subdivision and to establish, protect and preserve the quality of the Subdivision, the owners of all Homesites in the Subdivision shall be required to become members (a "Member") of the Association.

**2.3 Purpose and Objective.** The purpose and objective of the Association is to insure to all of its members a continuing and concerted program for the maintenance and management of the Common Areas, to provide to its members collective representation in the affairs of the Association, to enforce these restrictions wherever applicable and appropriate so as to establish, protect and preserve the quality of the Subdivision and to perform such other duties as may be assigned to it under its Articles of Incorporation and Bylaws. Copies of said Articles of Incorporation and Bylaws are attached hereto as Exhibits "B" and "C," respectively.

**2.4 Right to Levy Assessments and Record Liens.** As is hereinafter specified, the Association shall have the right to levy Assessments (an "Assessment") for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against Homesites property in the Subdivision.

**ARTICLE 3. III**  
**~~ADDITION OF LANDS TO BE SUBJECT TO THIS DECLARATION~~**

The following land has been previously submitted to and is subject to the Declaration of Restrictions:

<u>NAME</u>	<u>PLAT BOOK</u>	<u>RECORDING INFORMATION</u>
<u>Woodmere Lakes, Unit 1</u>	<u>PB 37, P28</u>	<u>ORB 2752, P1940</u>
<u>Woodmere Lakes, Unit 2</u>	<u>PB 38, P42</u>	<u>ORB 2946, P2713</u>
<u>Woodmere Lakes, Unit 3</u>	<u>PB 40, P5</u>	<u>ORI #1998101275</u>

~~From time to time hereafter, Declarant shall have the right, in its sole discretion, to add additional lands to those hereinabove described by instrument recorded in the Public Records of Sarasota County, Florida, subject only to the consent shown thereon of Declarant, and, if different, the owner of the fee simple record title of the land to be added. In the event any lands are added to those described in Article I above, all of the provisions hereof shall apply to such additional land to the same extent as they apply to the lands described in Article I.~~

#### **ARTICLE 4. IV USE RESTRICTIONS**

~~**4.1. Residential Use.** The Homesites subject to this Declaration may be used for single family residential living units and for no other purpose. No business or commercial building may be erected on any Homesite, and no business, occupation or profession, may be conducted on any part thereof. However, an owner or tenant may conduct limited professional or business activities incidental to the primary use of the Homesite as a residence, if confined solely within the Homesite, but only if the activity is in compliance with the home occupation ordinances and regulations of the County, and the activity cannot be seen, heard or smelled by other residents of the Subdivision, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the Subdivision, nor shall any activities be permitted that would increase the insurance risk of other owners, or the Association, or constitute a dangerous activity or a nuisance. Additionally, ~~except that~~ real estate brokers and Members, and their agents, may show dwellings in the Subdivision, for sale or lease. ~~Notwithstanding the foregoing and notwithstanding any other provisions hereof to the contrary, Declarant and such contractors as Declarant may approve in writing shall have the right from time to time to construct and operate model homes in the Subdivision; in addition, Declarant shall have the right from time to time to erect and maintain in the Subdivision administrative offices, sales offices, field construction offices, construction storage facilities, parking facilities, and such other offices, structures, and facilities as may be appropriate for use by Declarant in the development of the Subdivision.~~~~

~~**4.2. No Trailers or Temporary Buildings.** Except for the use thereof by Declarant and, as to all other parties, except as may be reasonably necessary for construction work, no tents, trailers, vans, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Homesite without the written consent of the Association's Board of Directors or its designated agent Declarant, except that vans and trailers are permitted to remain on the Homesite provided they are in compliance with the provisions of Article 4.16 IV, ~~Section 16~~ below.~~

~~**4.3. Water and Sewer.** All buildings shall use and be connected to the central water and sewerage system made available by Declarant or Sarasota County. Water supplied by the central water system shall, unless another approved irrigation system is available, be used for irrigation purposes. A well of sufficient size and capacity to irrigate all sodded and landscaped areas may, with the written consent of the Association's Board of Directors or its designated agent Declarant be installed and maintained in good~~



working order on all landscaped Homesites, if permitted by applicable regulatory authorities. No well shall be drilled or utilized on any Homesite for any purpose other than irrigation, and no septic tank shall be installed, used, or maintained on any Homesite, without the written approval of the Association's Board of Directors or its designated agent Declarant and the approval of any applicable governmental authority.

**4.4. Dwellings.** No building shall be erected, altered, placed or permitted to remain on any Homesite other than one detached single family dwelling containing at least one thousand (1000) square feet of air-conditioned enclosed living area, exclusive of open or screen porches, terraces, and garages, which dwelling shall not exceed thirty five (35) feet in height nor exceed two (2) stories in height and the minimum height of the first story ceiling shall be eight (8) feet. Unless approved by the Association's Board of Directors or its designated agent Declarant in writing as to use, location and architectural design, no garage, tool or storage room, pool house, cabana, gazebo or other structure may be constructed separate and apart from a residential dwelling. No flat roofs and no built-up roofs shall be permitted on the main portion of any building. Roofs over outdoor areas or lanais shall be constructed of the same material as the main portion of the dwelling, except that screened roofs may be used over pools, patios, and lanais. All materials used in the construction of any dwelling shall be new, durable products. Additions to any dwelling must be compatible in appearance to the existing dwelling and shall be subject to the review process (as it may be amended from time to time) as set forth herein for the original improvements. The final grade of each Homesite shall be sufficient to provide positive drainage in a manner consistent with the overall drainage plan for the Subdivision. All floor elevations for dwellings shall be subject to written approval by the Association's Board of Directors or its designated agent Declarant. No change in grade (whether filling or otherwise) shall be made which will adversely affect drainage of any Homesite or drainage of any adjacent property. ~~Except for construction by Declarant,~~ No construction or Homesite preparation or clearing shall commence until such time as the Association's Board of Directors or its designated agent Declarant has approved in writing the plans for improvements. The application and approval process shall be as determined by the Association Declarant. Any repainting, remodeling, expansion of or changes in the color of improvements shall also be undertaken only pursuant to review and written approval of the Association's Board of Directors or its designated agent Declarant and shall be subject to this Declaration of Restrictions and any rules and regulations relative thereto promulgated by the Association's Board of Directors Declarant. The Association's Board of Directors Declarant shall have the right to assign the architectural control rights granted to the Association Declarant herein to an Architectural Review Committee appointed by the Association's Board of Directors Declarant.

**4.5. Setback Line.** No dwelling, building or other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure and the like) shall be erected or placed upon any part of a Homesite such that any portion of said dwelling, building or structure: (a) except as may be permitted or provided by applicable governmental regulations, encroaches on any building setback line or easement denoted on the Plat of the Subdivision; or (b) encroaches on any easement reserved unto or

granted by Association or by the Declarant pursuant to the provisions of this Declaration of Restrictions or the Plat; or (c) is constructed in violation of any setback requirements of Sarasota County then in effect. The Association's Board of Directors Declarant shall have the right to promulgate setback requirements for Homesites in excess of those required by Sarasota County. Notwithstanding any of the above, terraces, patios, low platforms or steps, decks, swimming pools and similar low, open, unroofed and unscreened construction may be erected within the setback areas, provided that such construction: (a) does not encroach on any easement; (b) does not violate any provisions of law; (c) in the opinion of the Association's Board of Directors Declarant, does not interfere with the exposure, view or reasonable privacy of adjoining or facing properties; and (d) is otherwise approved by the Association's Board of Directors or its designated agent Declarant.

**4.6. Garages Required.** No dwelling shall be constructed on any Homesite without provision for an enclosed garage adequate to house at least two (2) full sized American automobile(s). All garages must have doors that are to be maintained in a useful, working condition. Except when in actual use, garage doors must be kept closed. No garage shall be converted to other usage without the substitution of another comparable garage.

**4.7. Antennas.** All antennas, masts, satellite dishes, disks or other similar telecommunication sending or receiving devices for which restrictions on location may be regulated by the Federal Communications Commission shall be located as may be approved by the Architectural Review Committee (ARC), provided that (i) application may be submitted informally and without fee, (ii) the ARC shall approve of locations that minimize the visual impact of such devices when viewed from adjacent streets and roads, and (iii) in no event shall the ARC impose any restriction on location that unreasonably delays the installation of such device, unreasonably increases the cost of installation, or unreasonably interferes with the quality of signal received thereby. All other such devices are prohibited. ~~Except as may be otherwise approved by Declarant in writing, no aerial, antenna or satellite dish having a radius in excess of three (3) feet shall be placed or erected upon any Homesite or affixed in any manner to the exterior of any building in the Subdivision, nor shall any aerial, antenna or satellite dish placed within a building extend or protrude beyond the exterior of such building without the approval in writing of Declarant.~~ Declarant The Association's Board of Directors may, as a condition prerequisite to granting such written approval, may require that such aerial, antenna, or satellite dish be screened from view and/or buffered by a landscaping buffer or other screening material acceptable to the Association. ~~Declarant.~~

**4.8. Screening of Air Conditioner Compressors, Garbage Container and Homesite Drying Area.** All garbage or trash containers must be located underground or placed within totally enclosed or screened areas. The Board of Directors shall adopt a Household Garbage and Yard Waste Policy which among other things shall provide when garbage and trash containers may be placed on or near streets and when those garbage and trash containers must be removed. Such enclosed screened areas must be attached to or adjoin the dwelling house and be compatible with the design and structure of the

house and must not exceed four (4) feet in height. No portion of any Homesite shall be used as a drying or hanging area for laundry of any kind, unless first approved in writing by the Association's Board of Directors or its designated agent as to acceptable location. No window or wall air conditioning units shall be permitted on any Homesite without the written approval of the Association's Board of Directors or its designated agent Declarant. Heating, ventilation and air conditioning equipment, fans and pool equipment located outside a building shall be similarly screened from view and buffered by a landscaping buffer or other screening material acceptable to the Association's Board of Directors or its designated agent Declarant so as to reduce the noise level resulting from operation thereof. Oil and gas storage tanks shall be permitted only with the written approval of the Association's Board of Directors or its designated agent Declarant and shall, if approved, be placed underground. Water storage and treatment tanks and equipment shall be screened from view.

**4.9. Games, Accessory Structures and Street Lights.** All basketball back-boards and any other fixed games and play structures shall be located at the rear of the dwelling or on the area of the driveway. No platform, dog house, playhouse or other structure of a similar kind or nature shall be constructed on any part of a Homesite located in front of the rear line of the residence constructed thereon, and any such structure must have the prior written approval of the Association's Board of Directors or its designated agent Declarant. Lighting plans for all such area shall be subject to the Association's Board of Directors or its designated agent's Declarant approval and shall not cast light directly onto any other Homesite.

**4.10. Mailboxes.** No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Homesite unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Association's Board of Directors or its designated agent. The Association's Board of Directors Declarant reserves the right to require a standard mailbox for use by all homes in the Subdivision.

**4.11. Fences, Hedges and Walls.** The composition, location and height of any fence, hedge or wall to be constructed on any Homesite shall be subject to the written approval of the Association's Board of Directors or its designated agent Declarant. No fence, shrub, hedge, wall or other structure which is greater in height than four (4) feet shall be placed or permitted to remain on any lakefront Homesite. No tree, fence, shrub, or other landscaping which substantially obstructs the vision of drivers of motor vehicles shall be placed or permitted to remain on any corner Homesite. No berms shall be permitted in the front yard of any Homesite.

**4.12. Landscaping.** Not later than thirty (30) days following completion of construction or reconstruction of a dwelling upon a Homesite, such Homesite shall be sodded and landscaped in accordance with a landscaping plan as required by the Architectural Standards and approved by the Association's Board of Directors or its designated agent Declarant. Landscape plans involving the use of rock, stone, sand, shell or hard surfaces for total or substantially total landscaping in front yards will not be

approved. All lawns and landscaping shall extend to the pavement line in front of or adjacent to any dwelling and to the normal water line for those Homesites adjacent to lakes or other waterbodies. Owners shall have the right to implement Florida-friendly landscaping, as defined by Section 373.185, Florida Statutes, on their Homesites and in accordance with the requirements of this Declaration and any rules or standards adopted by the Association.

**4.13. Trees.** No tree, the trunk of which exceeds four (4) inches in diameter at four (4) feet above the natural grade, shall be cut down or otherwise destroyed without the prior written consent of the Association's Board of Directors or its designated agent Declarant and, if applicable, Sarasota County.

**4.14. Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Homesite, unless approved by the Association's Board of Directors or its authorized agent Declarant.

**4.15. Docks, Seawalls and Boat Slips.** No seawalls, docks, boat houses, boat slips, davits, moorings or piers or any other structure intended to be used in connection with any waterbody adjacent to a Homesite shall be permitted.

**4.16. Vehicles.**

4.16.1 Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles, may be parked within the Subdivision overnight without the prior written consent of the Association's Board of Directors or its designated agent, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the Association's Board of Directors, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, and no boat, may be placed, parked or stored outside of a Homesite overnight.

4.16.2 No overnight parking is permitted on any streets without the written consent of the Association's Board of Directors being first obtained. Notwithstanding the foregoing, automobiles owned or by governmental law enforcement agencies are expressly permitted. The foregoing shall not be deemed to prohibit temporary parking of commercial vehicles during the time of delivery service or during the time that services are being provided to the Homesite by the occupant of such vehicle. All vehicles parked within the Subdivision or any Homesite must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the Subdivision outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on any Homesite or the Subdivision, ~~and any~~ Minor repairs shall be accomplished only in an enclosed garage.

4.16.3 All-terrain vehicles and the like are not permitted to be operated within the

Subdivision or parked outside of an enclosed garage except with the written consent of the Association's Board of Directors, which such consent may be withdrawn at any time, and any permitted motorized vehicle must be licensed for street use and equipped with an appropriate noise muffling device so that the operation of the same does not create unreasonable annoyance or disturbance to the Members.

4.16.4 The Association is authorized to tow vehicles in accordance with Florida Statutes Section 715.07. Unless first approved in writing by the Association's Board of Directors, the parking of any vehicle or any portion thereof on the grass, lawn or sidewalks in the Subdivision shall be prohibited. For those Homesites with a sidewalk, there shall be no parking of a vehicle or any portion thereof upon the apron of the driveway. The "apron of the driveway" shall mean the area of the driveway directly between the sidewalks extended to the roadway.

~~4.17: Roadways.~~ ~~Except as Declarant may otherwise approve in writing, and~~ Except as may be otherwise denoted on the Plat of the Subdivision, no Homesite or any portion thereof shall be open, dedicated, or used as a street, road, pathway, or other thorough-fare, whether public or private.

~~4.18: Signs.~~ No sign of any kind, including, but not limited to signs utilized in connection with the sale or lease of a Homesite, shall be displayed to public view on any Homesite except as follows:

4.18.1 (a) Individual, ornamental house name or number plates may be displayed.

4.18.2 (b) A sign indicating that a Homesite is for sale may be displayed in the front yard of the residence but the size and composition of such sign is subject to the prior written approval of the Association's Board of Directors or its designated agent Declarant. No "open house" or "garage sale" or signs of similar import shall be permitted.

4.18.3 (c) During the course of construction on a Homesite, a construction sign not more than four (4) square feet in size identifying the builder may be displayed on the Homesite, provided such sign has been approved by the Association's Board of Directors or its designated agent Declarant. Such sign shall be promptly removed upon the issuance of a certificate of occupancy.

4.18.4 (d) ~~The Association Declarant~~ shall have the right to display on any Common area such Homesite(s) owned by Declarant such Homesite identification signs and signs used in connection with the sale or lease of a Homesite as the Board of Directors Declarant deems appropriate.

4.18.5 A sign of reasonable size provided by a contractor for security services within ten (10) feet of any entrance to the home.

**4.19- Animals.** No horses, cattle, swine, goats, poultry, or other animal or fowl not customarily regarded as a common household pet shall be kept on any Homesite. Common household pets shall be limited to not more than three (3) per Homesite. No pet shall be permitted to roam outside of a home except on a leash or within an area enclosed by a fence and shall at all times be subject to rules and regulations promulgated by the Association's Board of Directors from time to time. Members are required to clean up any mess created by their pet(s) within the Subdivision. The Association's Board of Directors may require any pet to be immediately and permanently removed from the Subdivision for any violation of this Section. Each Member who shall keep a pet or pets on a Homesite hereby indemnifies and holds harmless ~~the Declarant~~ and the Association of and in respect to any personal injury, lawsuit, damages, loss or liability caused, directly or indirectly by ~~occasioned by either relative to~~ such pet or pets.

**4.20- Firearms and Weapons.** The discharge of firearms and weapons within the Subdivision is prohibited except with the prior written approval of the Board of Directors. The term "firearms and weapons" includes "BB" guns, pellet guns, bows and arrows, slingshots and other firearms and weapons of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Association is not a guarantor of the safety or security of Owners, tenants, residents or their property and shall not be obligated to take any action to enforce this Section.

**4.21- Pools.** No above-ground pools or above ground spas or Jacuzzis shall be erected, constructed or installed on any Homesite except with the written approval of the Association's Board of Directors or its designated agent Declarant. Any in-ground pool to be constructed on any Homesite shall be subject to the requirements of the Association's Board of Directors or its designated agent Declarant, which include, but are not limited to the following: (a) Composition to be of material thoroughly tested and accepted by the industry for such construction; (b) Pool screening may not be visible from the street in front of the Homesite unless buffered in a manner approved in writing by the Association Declarant; all screening material shall be of a color in harmony with the exterior of the Homesite. No raw aluminum color screen will be allowed. With the prior written approval of the Association's Board of Directors or its designated agent Declarant, pool cages and/or pool buffering areas may extend into Association Declarant imposed setbacks but in no event shall the same extend into any easement area.

**4.22- Wetlands, Lakes and Water Bodies.** All wetlands within the Subdivision shall be left in their natural state and no alteration thereof or construction thereon shall be permitted. All lakes, ponds, and other waterbodies within the Subdivision shall be aesthetic amenities only, and no other use thereof, including, without limitation, swimming, boating, playing, or use of personal flotation devices, shall be permitted. Notwithstanding the above, the Association's Board of Directors or is designated agent may permit fishing by Members whose Homesites abut said waterbodies, and their accompanied guests subject to Rules and Regulations established by the Board. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or other waterbodies within the Subdivision.

**4.23- Increase in Insurance Rates.** No Member may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any insurance maintained by the Association or with respect to any property within the Subdivision other than such Member's Homesite.

## **ARTICLE 5. ~~V~~ MAINTENANCE OF HOMESITES**

**5.1- Nuisances.** Nothing shall be done or permitted to be done or maintained, or failed to be done, on any Homesite which may be or become an annoyance or nuisance to other Members in the Subdivision. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association which shall tender a decision in writing, and such decision shall be dispositive of such dispute or question.

**5.2- Maintenance of Homesites and Landscaping.** No mold, mildew, weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any Homesite, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. ~~The Members in the Subdivision shall be~~ responsible for the maintenance of all areas located: (a) between their respective Homesite lines and the pavement of the street or streets adjacent to the Homesite; (b) between their respective Homesite lines and the waters of any adjacent lakes or the banks of any adjacent waterbodies; (c) to the extent contained within a Homesite, the banks of any drainage swale or ditch and (d) whether or not contained within a Homesite, any unpaved easement areas which, if not contained within the Homesite are contiguous to the Homesite. All Members shall maintain all landscaping located on their Homesite, including but not limited to, their trees, hedges, plants, lawns and shrubs in a neat and trim condition at all times.

**5.3- Maintenance of Improvements.** Members shall maintain their residences and all other improvements, including, without limitation, roofs, foundations, eaves, sidewalks, walls, fences, screen enclosures, driveways and accessory structures, in good appearance and safe condition, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any building shall be made promptly.

**5.4- Boarding Up Residences/Storm Protection.** Owners, tenants and residents may deploy hurricane shutters and other hurricane protection ~~Dwellings may be boarded up~~ only during the time of imminent threat of storm, but in no event shall remain boarded up for periods beyond the threat of storm or in excess of ten (10) days before or after the storm passes, whichever is shorter. Hurricane shutters or similar installations may be installed with the written permission of the Association's Board of Directors or its designated agent Declarant.

**5.5- Insurance, Damage and Destruction.** Each Member shall maintain, at the Member's expense, casualty insurance covering all improvements constructed on the

Homesite for their full replacement value and shall, at the request of the Association, deliver a copy of such policy to the Association ~~upon its request~~, and upon the Association's request, such policy shall contain a provision requiring the insurance company to provide to the Association thirty (30) days' notice of any cancellation of such policy. In the event of any damage or destruction to the improvements located on a Homesite, the Member shall cause the improvements to be promptly repaired or reconstructed and in the event repair or reconstruction is not completed within six (6) months of the date of such damage or destruction or is discontinued for a period of fourteen (14) days or more, the Association shall have the right to repair same as provided in Section 5.6 below. The Association's Board of Directors may grant reasonable extensions of time to the six (6) month repair deadline for good cause.

**5.6- Maintenance and Repair by Association.** In the event any Member shall fail or refuse to maintain or repair such Member's residence, Homesite, mailbox or other improvements situate on said Homesite in full compliance with the provisions of this Declaration and rules and standards adopted by the Board of Directors or its designated agent, the Association shall have the right, after twenty (20) days advance written notice to the owner to take remedial action to correct any such deficiencies. Such right shall include the right of reasonable access to the premises, and any such entry by the Association or its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance effected by the Association shall be chargeable to and paid by said Member to the Association within thirty (30) days after submission of a bill therefor and such bill shall include a gross-up of fifteen percent (15%) for administrative overhead. If any such bill is not paid when due, a late charge of five percent (5%) or twenty-five dollars (\$25.00), whichever is greater, ~~ten percent (10%)~~ shall be added to the bill and interest shall accrue thereon from the due date until paid at the rate of eighteen percent (18%) per annum.

**5.7- Regulations During Construction.** No obstruction of any kind shall exist or remain within any swale area, right-of-way or easement within the Homesite. ~~Except for construction activities by Declarant, during construction upon the Homesite,~~ The Homesite shall be maintained in a neat and orderly manner with all construction debris hidden from view to the extent possible or contained in a dumpster. Construction upon the Homesite shall be conducted in such manner that the Subdivision improvements shall not be altered or damaged in any manner, and the Homesite shall at all times be in a clean and orderly condition. Each Member agrees to indemnify ~~Declarant~~ and the Association from and against any and all costs and expenses which may be incurred in repairing or replacing Subdivision improvements damaged by the Member or to put the Homesite in a clean and orderly condition.

## **ARTICLE 6. ~~V~~**

### **COMMON AREAS AND SUBDIVISION FACILITIES**

There will be areas within the Subdivision that may be set aside ~~by Declarant~~ as Common Areas for the common use and enjoyment of Members in the Subdivision. Except as otherwise provided herein, any such Common Areas will be operated and



maintained by the Association and the Association shall pay all taxes assessed thereon. Common Areas will be described on the Plats attached hereto as Composite Exhibit "A", and have been previously ~~and shall be~~ conveyed to the Association ~~within a reasonable time following the recordation of such Plat, free and clear of any monetary liens, excepting only the obligation of the Members to pay for maintenance as is provided herein.~~

#### **ARTICLE 7. VII EASEMENTS**

Perpetual easements for the installation and maintenance of utilities and drainage facilities and for pedestrian and vehicular ingress and egress to and from contiguous property are hereby reserved unto the Association Declarant, its successors and assigns, over all utility and drainage easement areas and all roads shown on the Plat. Moreover, a perpetual easement five (5) feet in width over and under each Homesite in the Subdivision for the installation and maintenance of utilities, street lights, and drainage facilities is hereby reserved unto the Association Declarant along such portion of each Homesite line as abuts any street and all side and rear lot lines thereof. The easement area of each Homesite and all improvements located within it shall be maintained continuously by the Member, except for those improvements for which the Association, a public authority or utility company is responsible. No drainage easement, swale, canal, lake, or pond may be obstructed, filled in or altered without the Association's Board of Directors' Declarant's written approval. Any walls, fences, paving, landscaping or other improvements constructed, placed or planted by a Member over the easement area of a Homesite may be removed by the Association Declarant or its assigns if required for the installation or maintenance of improvements or facilities related to the purpose for which the easement was reserved without the necessity of restoration or repaid of any dislodged grass, soil or paving.

#### **ARTICLE 8. VIII RESUBDIVIDING**

No Homesite or contiguous group of Homesites shall, ~~other than by Declarant,~~ ever be resubdivided or replatted in any manner which would bring about a greater number of Homesites than that shown on the Plat for the same area. ~~Except as may be contemplated or permitted by resubdivision or replatting by the Declarant,~~ No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site that does not include at least one (1) platted Homesite according to the Plat.

#### **ARTICLE 9. IX VARIANCES**

The Association's Board of Directors or its designated agent Declarant hereby reserves the right to enter into agreements with the Member owning any Homesite or Homesites (without the consent of the owners of other Homesites or the owners of adjoining or adjacent property or otherwise) to vary those conditions, restrictions, limitations and agreements herein set forth including but not limited ~~which refer to setback~~

lines, square footage content, areas of improvement, easements, underground wiring, construction of improvements, building plans, landscaping, signs, maintenance, screening of garbage receptacles, clotheslines and air conditioner compressors, and any such variance shall be evidenced by an agreement in writing. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining Homesites in the Subdivision, and the same shall remain fully enforceable against all Homesites located in the Subdivision other than the Homesite where such variance is permitted. ~~Declarant reserves the right to impose additional restrictions in the conveyance of title to any Homesite or Homesites in the Subdivision.~~

**ARTICLE 10. X**  
**ASSIGNMENT BY DECLARANT**

Declarant has previously assigned ~~may from time to time assign any or all of its~~ rights, title, interest, easements, powers, duties, obligations and privileges reserved hereunder to the Association, ~~or to any other corporation, entity, association or person.~~

**ARTICLE 11. XI**  
**ASSESSMENTS BY WOODMERE LAKES HOMEOWNER'S**  
**ASSOCIATION, INC.**

**11.1. Annual Assessments.** The Association shall have the right to levy an annual Assessment against all Improved Homesites in the Subdivision in such amounts as may be deemed appropriate by the Association's Board of Directors for the general management and operation of the Association and for the general purposes and objectives of the Association as set forth herein and in its Articles of Incorporation and By-laws. ~~The term Improved Homesite shall be deemed to mean any Homesite (exclusive of Homesites upon which the Declarant has constructed a model home) for which a certificate of occupancy for a single family residence has been issued.~~ The annual Assessment shall also include the cost of public liability and property damage insurance covering the Common Areas and insuring the Association and the Members as its and their interests appear, in such amounts and providing such coverages as the Board of Directors of the Association may determine from time to time.

**11.2. Special Assessments.** ~~At any time during which the Declarant has not guaranteed to the Members the amount of the annual Assessment for the period in question~~ The Association's Board of Directors shall also have the right to levy Special Assessments from time to time against all Improved Homesites in the Subdivision in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the Association's reserves, if required, are insufficient to cover expenditures for capital improvements or replacements. Notwithstanding the foregoing, ~~in any year following the relinquishment of control of the Association by the Declarant,~~ the levying of any Special Assessment which exceeds twenty percent (20%) of the current year's promulgated Annual Assessment for such year shall require the affirmative vote of at least two-thirds (2/3) of all Members ~~owning an Improved Homesite~~ represented in person

or by proxy at a membership meeting called and held in accordance with the Bylaws.

**11.3- Assessments Levied Pro Rata.** All Assessments levied by the Association, whether annual or special, shall be on the basis of one (1) share per Improved Homesite so that each owner of a Improved Homesite shall bear an equal pro rata share of the expenses of the Association.

~~4. Assessments Against New Improved Homesites. In the event any Improved Homesite becomes subject to the terms of this Declaration subsequent to January 1 of any year, the annual Assessment shall be prorated as of the date of conveyance of title and shall be paid to the Association at that time. With respect to any special Assessments, only those Improved Homesites that are subject to the terms of this Declaration as of the date on which the Board of Directors of the Association levies the special Assessment shall be liable for such special Assessment, and such special Assessment shall not be charged to or a lien against any Improved Homesite subsequently made subject to this Declaration.~~

**11.45. Payment of Assessments.** Procedures for the adoption of an annual budget, mailing of notices of the annual Assessment, and collection of the annual Assessment shall be as set forth in the Articles of Incorporation and By-laws for the Association. Payment of any Special Assessment levied by the Association's Board of Directors shall be due upon not less than thirty (30) days written notice thereof on the date and in such installments as the Board of Directors may specify. Any Assessment, whether annual or special, which is not paid when due shall be subject to a late fee charge of five ten percent (5%) of the installment or \$25.00, whichever is greater (10%) and shall bear interest from the due date until paid at the rate of eighteen percent (18%) per annum.

**11.56. Personal Obligation of Member.** In addition to the lien rights of the Association as contained in Article 12, a Member, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the lot owner. The lot owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Area or by abandonment of the parcel upon which the assessments are made. A lot owner is jointly and severally liable with the previous lot owner for all unpaid assessments, accrued interest, late fees, costs, attorney's fees and fines that came due up to the time of transfer of title. This liability is without prejudice to any right the present lot owner may have to recover any amounts paid by the present owner from the previous owner. Every Assessment shall be the personal obligation of the Member who is the owner of the Improved Homesite against which the Assessment is levied, ownership being determined as of the date of such levy. Additionally, any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the oldest delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of Chapter 687, Florida Statutes, and is not a fine. If any such Assessment is

not paid within thirty (30) days after the same is due, then the Association may bring suit against the Member on such Member's personal obligation and there shall be added to the amount of such Assessment the aforementioned late charge and interest and all costs incurred by the Association, including reasonable attorneys' fees, paralegals' fees and legal assistants' fees (including those incurred for appellate proceedings) in preparation for and in bringing such action.

~~7. Option of Declarant. The Declarant shall have the right, but not the obligation, to subsidize, to the extent the Declarant deems advisable, any level of Assessments provided for herein, on such terms and for such periods as the Declarant shall deem advisable.~~

**ARTICLE 12. XII**  
**LIEN RIGHTS OF WOODMERE LAKES HOMEOWNER'S**  
**ASSOCIATION, INC.**

In order to provide an additional means to enforce the collection of any annual mowing fee or other expense charged to the owner of any Homesite or any Annual or Special Assessment, the Association shall have a lien against each Homesite in the Subdivision, together with all improvements thereon, as follows:

**12.1- Creation of Lien.** The Association has a lien on each Homesite to secure the payment of Annual or Special Assessment and other amounts provided for by the Declaration. The lien is effective from and shall relate back to the date on which the original Declaration of Restrictions was first recorded in the Public Records. The lien of every such fee, expense and Assessment, together with interest and late charges thereon and cost of collection thereof as herein provided, shall attach and become a charge on each Homesite, and all improvements thereon, upon the recording of this Declaration.

**12.2- Enforcement of Lien.** In the event any such fee, expense or Assessment is not paid within thirty (30) days after the same is due, the Association shall have the right to file a Claim of Lien in the Public Records of Sarasota County, Florida. Said lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage or construction lien foreclosure or in such other manner as may be permitted by law. ~~In the event~~ The Association files a Claim of Lien against any Homesite, it shall also be entitled to recover from the owner of such Homesite the aforesaid interest and late charge and all costs, including reasonable attorneys' fees, paralegals' fees and legal assistants' fees (including those incurred for appellate proceedings) incurred incident to the collection of the delinquent Assessment in preparing, filing and/or foreclosing the Claim of Lien, and all such costs, late charges, interest and attorney's fees shall be secured by said lien.

**12.3- Priority of Lien.** The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the recording of a Claim of Lien. Unless Chapter 720, Florida Statutes, as amended from time to time, the law provides for recovery of a greater amount otherwise, the liability of a first mortgagee, or its

successor or assignee as a subsequent holder of the first mortgagee which acquires title to a Homesite by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that come due before the mortgagee's acquisition of title, shall be the lesser of: 1) the parcel's unpaid regular periodic and special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or 2) One percent (1%) of the original mortgage debt. No sale or transfer shall relieve such Homesite from liability for any Assessments thereafter becoming due or from the lien thereof. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the parcel and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

**12.4 Tenant Rent Demand.** As more fully provided in Section 720.3085(8) Florida Statutes, if the Homesite is occupied by a tenant and the Lot Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until the monetary obligations of the Owner related to the parcel have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the Homesite. The Association may purchase the Lot at the foreclosure sale and hold, lease, mortgage, or convey the Lot.

### **ARTICLE 13. XIII GENERAL PROVISIONS**

**13.1. Duration and Benefit.** The covenants and restrictions of this Declaration shall run with the title to each of the Homesites in the Subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by ~~Declarant~~, the Association or the owner of any of such Homesites and their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date hereof, after which time the provisions of this Declaration shall automatically be extended for successive periods of ten (10) years each unless prior to the commencement of any such ten (10) year period: (1) members of the Association holding at least two-thirds (2/3) of the voting rights approve the termination of the provisions of this Declaration, and (2) a written instrument certifying that such approval has been obtained, is signed by the President and Secretary of the Association and recorded in the Public Records of Sarasota County.

**13.2. Remedies for Violation.** The violation or breach of any condition, covenant or restriction herein contained shall give ~~Declarant~~, the Association or any Member, in addition to all other remedies provided herein or by law, the right to proceed, but not the duty, at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them, and the costs of such proceedings shall be borne by the Member alleged to be in violation if such proceedings result in a finding that such owner was in violation of the terms of this Declaration. Such

costs shall include reasonable attorneys' fees, paralegals' fees and legal assistants' fees, including such fees for appellate proceedings, incurred by Declarant or the Association but not attorneys' fees incurred by any Member in bringing an action against another Member. Failure by Declarant, said the Associations, or any Member to enforce any of said covenants or restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto.

**13.3. Severability.** Invalidity of any of the covenants and restrictions herein contained by stipulation, agreement, judgment or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

**13.4. Amendment.** ~~So long as Declarant still owns property described in this Declaration for development as part of the Subdivision, Declarant~~ The Association may unilaterally amend this Declaration at any time and from to time if such amendment is: (a) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule, regulation or requirement, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Homesites; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, the Veteran's Administration and/or the Farmers Home Administration to enable such lender or purchaser to make or purchase mortgage loans on the Homesites; or (d) necessary to enable any governmental agency or reputable private insurance to in company to insure mortgage loans on the Homesites; or (e) necessary to correct any scrivener's error; provided, however, any such amendment shall not adversely affect the title to any Homesite unless the Member shall consent thereto in writing. ~~So long as Declarant still owns property described in this Declaration for development as part of the Subdivision, the Declarant may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Member. Thereafter or otherwise,~~ This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes in the Association. All amendments shall be accomplished by the recordation in the Public Records of Sarasota County of an amendatory instrument.

**13.5. Usage.** Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

**13.6. Prohibition.** Unless at least sixty-seven percent (67%) of the Members of the Association and their first mortgagees consent, the Association shall not:

**13.6.1(a)** By act or omission seek to abandon, alienate, release, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of

this subsection);

13.6.2(b) Change the method of determining the obligations, Assessments, dues, or other charges which may be levied against a Member;

13.6.3(e) By act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.)

13.6.4(d) Fail to maintain insurance, as required by this Declaration; or

13.6.5(e) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

~~7. Declarant's Rights. The Declarant and its successors or assigns will undertake the work of constructing residences and related amenities on the Homesites and improvements on the Common areas. The completion of that work and the sale, rental and other disposal of Homesites is essential to the establishment and welfare of Subdivision as a community. As used in this Section and its subparagraphs, the words "its successors or assigns" specifically do not include purchasers of completed Homesites. In order that said work may be completed and the Subdivision established as a fully occupied community as rapidly as possible, no Member or the Association shall do anything to interfere with the Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or By Laws shall be understood or construed to:~~

~~(a) Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, the alteration of its construction plans and designs as the Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Properties may be modified by the Declarant at any time and from time to time, without notice); or~~

~~(b) Prevent the Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by the Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing The Subdivision as a community and disposing of the same by sale, lease or otherwise; or~~

~~(c) Prevent the Declarant, its successors or assigns, or its or their~~

~~contractors or subcontractors, from conducting on any property owned or controlled by the Declarant or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements on the Subdivision and of disposing of Homesites therein by sale, lease or otherwise; or~~

~~(d) — Prevent the Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of Improvements to be constructed as part of the Subdivision.~~

~~(e) — Any or all of the special rights and obligations of the Declarant may be transferred to other parties, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records of Sarasota County, Florida. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any property in any manner whatsoever.~~

~~(f) — The Declarant expressly reserves the right to grant easements and rights of way over, under and through the Common Areas so long as the Declarant owns any property in the Subdivision; provided, no such easement shall structurally weaken or otherwise interfere with the use of the Common Area by the Members.~~

~~(g) — Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Homesites shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area and Homesites owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Homesites, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use any Homesite owned by the Declarant, as models and sales offices, respectively and to utilize such facilities exclusively from time to time.~~

~~(h) — Each Member on his, her or its own behalf and on behalf of such Member's heirs, personal representatives, successors, mortgagees, lienors and assigns acknowledges and agrees that the completion of the development of the Subdivision may occur over an extended period of time and that incident to such development and the construction associated therewith the quiet use and enjoyment of the Subdivision and each Homesite thereof may be temporarily interfered with by the development and construction work occurring on those portions of the Subdivision owned by the Declarant or its successors and assigns and each Member, on behalf of such Member's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of the balance of the Subdivision. Each Member on behalf of such Member's heirs, personal representatives, successors, mortgagees, lienors and assigns agrees that the development, construction and completion of the~~



~~balance of the Subdivision may interfere with such Member's original and existing views, light and air and diminish the same and each such Member on such Member's behalf and on behalf of such Member's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby release the Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.~~

~~8. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy five percent (75%) of the Members, inclusive of the Declarant. This Section shall not apply, however, to (a) actions brought by the Association against parties other than the Declarant to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.~~

**13.79. Indemnification.** The Association shall indemnify and hold harmless every officer, director, and committee member against any and all expenses, including counsel and paralegal fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**13.810. Rights of Sarasota County.** Sarasota County shall have the right, but not the obligation, to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now, or hereafter imposed by the provisions of the Declaration, or any amendment thereto, including the right to prevent the violation as to any such provisions, the right to recover damages for any such violations, and including the right to impose and enforce assessments on behalf of the Association. No amendment to this Declaration shall impair, restrict or prove detrimental to the rights of Sarasota County as provided within this Declaration, and as subsequently amended without the joinder and consent of an authorized officer, representative or agent of

Sarasota County.

**ARTICLE 14. XIV**  
**PROVISIONS CONCERNING STORMWATER/ENVIRONMENTAL AREAS**

The Association shall be responsible for implementing and carrying out the environmental preservation guidelines originally established by the Declarant or by the applicable governmental authorities. Such guidelines shall include, inter alia, provisions for the maintenance, upkeep and preservation of the Surfacewater Management System, wetlands, wetland fringing hammocks and all other environmentally sensitive and/or governmentally regulated areas within the Subdivision. The cost thereof shall be a Common Expense allocated among all Members and it is understood that the environmental preservation guidelines may be supplemented and amended from time to time by the ~~Declarant~~ or the Association based upon changing governmental requirements.

**14.1. Definition of Surfacewater Management System.** The term "Surfacewater Management System" shall mean that portion of the Subdivision consisting of swales, inlets, culverts, lakes, outfalls, storm drains, and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water, including, but not by way of limitation, that portion of the Subdivision subject to the jurisdiction of the Southwest Florida Water Management District.

**14.2. Member's Responsibilities.** It shall be the obligation and responsibility of each Member within the Subdivision at the time of construction or reconstruction of a residence, building or other structure on a Homesite, to comply with the construction plans for the Surfacewater Management System pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with the Southwest Florida Water Management District.

**14.3. Prohibition.** No Member within the Subdivision may construct or reconstruct or maintain any residence or structure, or undertake to perform any activity in the wetlands, buffer areas, and upland preservation areas described in the approved permit for the Subdivision and recorded Plat for the Subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to the aforementioned Chapter 40D-4.

**14.4. Obligations Concerning Detention Ponds.** It is the responsibility of each Member not to remove native vegetation (including cattails) that become established with any wet detention ponds (as such ponds are designated by the Southwest Florida Water Management District) abutting such Member's Homesite. Removal includes dredging, the application of herbicides, the introduction or grass carp and cutting. Should any Member have any questions as to whether the provisions of the Section have been or may be violated, or whether contemplated activities are authorized, such inquiries should be addressed to the Southwest Florida Water Management District,

Venice Permitting Department.

**14.5. Wetland Hammocks.** Within any wetland fringing hammock area, no more than twenty-five percent (25%) of such wetland-fringing hammock area situate on any Homesite shall be removed. The remaining seventy-five percent (75%) of such wetland fringing hammock area(s) shall not be altered, disturbed or removed, including, but not by way of limitation, destruction or removal of trees or understory vegetation except with the written consent of the appropriate governmental authorities. Within any wetland-fringing hammock area, a buffer of existing trees and understory thirty (30) feet wide shall be provided from any wetland or the top of the bank of any watercourse or waterbody and the same shall remain undisturbed between any area of development or construction and any wetland or the top of the bank of any watercourse or waterbody.

**14.6. Assignment of Permits.** ~~Upon tender thereof by the Declarant, The Association has previously accepted shall accept~~ an assignment of and assume all obligations pursuant to, any permit relative to the Subdivision granted by Sarasota County, the Southwest Florida Water Management District or any other governmental agency having jurisdiction.

**14.7. Right of Enforcement.** The Association, through the Board of Directors, by contract or other agreement, shall have the right to enforce all applicable federal, state and local laws, ordinances and regulations to permit Sarasota County, the Southwest Florida Water Management District or any other governmental agency having jurisdiction to enforce such parties' rules and ordinances on the Subdivision for the benefit of the Association and its Members.

**ARTICLE 15. XV**  
**INCORPORATION OF CHAPTER 720, FLORIDA STATUTES**

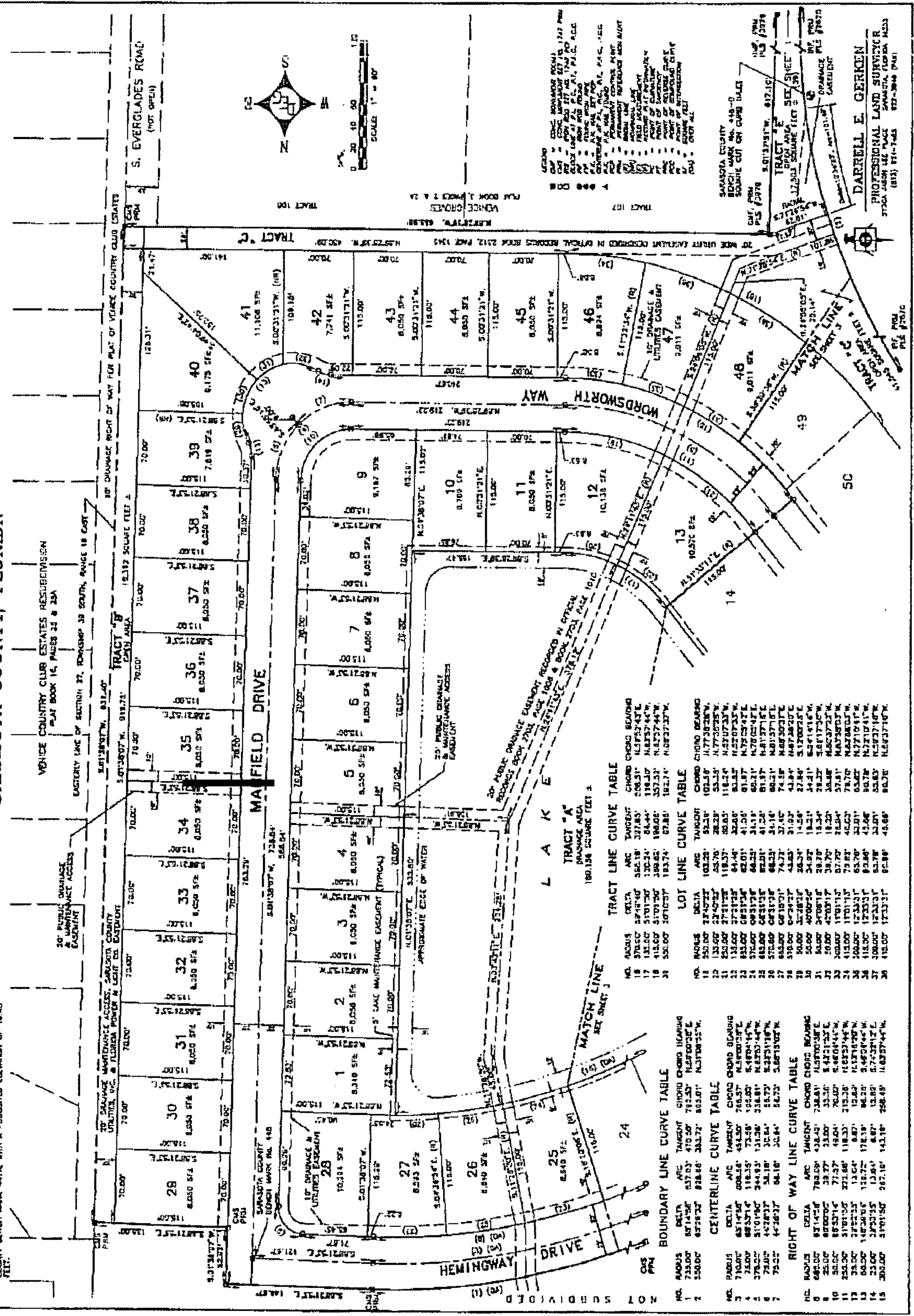
It is deemed that the Declaration shall incorporate the provisions of Chapter 720, Florida Statutes, as it presently exists, or as it may be amended from time to time.



# WOODMERE LAKES, UNIT 1

IN SECTION 27, TOWNSHIP 39 SOUTH, RANGE 19 EAST  
SARASOTA COUNTY, FLORIDA

- NOTES:
1. BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF 143°17'07" E FOR THE EASTERN LINE OF SECTION 27.
  2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT AND THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
  3. BEARINGS SHOWN HEREON ARE BASED ON THE WOODMERE LAKES SUBDIVISION PLAT (BOOK 477A, WITH A PUBLISHED ELEVATION OF 18.40 FEET).



TRACT LINE CURVE TABLE

NO.	ARC	TANGENT	CHORD	CHORD BEARING
1	570.50	374.10	327.83	N. 45° 24' 42" E
2	135.00	170.13	130.34	N. 44° 44' 11" E
3	112.50	141.77	109.82	N. 43° 57' 44" E
4	50.00	67.08	47.88	N. 42° 57' 33" E
5	40.00	52.99	37.33	N. 41° 52' 42" E
6	30.00	39.97	27.24	N. 40° 33' 12" E
7	20.00	27.96	18.75	N. 39° 00' 00" E
8	15.00	20.98	13.75	N. 37° 15' 00" E
9	10.00	13.98	8.75	N. 34° 45' 00" E
10	7.50	10.49	6.56	N. 31° 30' 00" E
11	5.00	6.99	4.38	N. 27° 15' 00" E
12	2.50	3.49	2.19	N. 22° 00' 00" E
13	1.25	1.75	1.09	N. 16° 15' 00" E
14	0.625	0.875	0.545	N. 9° 00' 00" E
15	0.3125	0.4375	0.2725	N. 2° 15' 00" E
16	0.15625	0.21875	0.13625	N. 0° 00' 00" E
17	0.078125	0.109375	0.068125	N. 0° 00' 00" E
18	0.0390625	0.0546875	0.0340625	N. 0° 00' 00" E
19	0.01953125	0.02734375	0.01703125	N. 0° 00' 00" E
20	0.009765625	0.013671875	0.008515625	N. 0° 00' 00" E

BOUNDARY LINE CURVE TABLE

NO.	ARC	TANGENT	CHORD	CHORD BEARING
1	715.00	453.75	381.72	N. 33° 00' 00" E
2	143.00	181.50	141.36	N. 31° 30' 00" E
3	115.50	145.20	113.10	N. 30° 00' 00" E
4	71.50	90.75	71.32	N. 28° 15' 00" E
5	53.25	68.06	53.48	N. 25° 45' 00" E
6	34.83	45.38	34.98	N. 22° 45' 00" E
7	26.12	34.03	26.24	N. 19° 15' 00" E
8	17.42	22.69	17.54	N. 15° 00' 00" E
9	11.61	15.13	11.69	N. 10° 15' 00" E
10	7.74	10.09	7.79	N. 5° 45' 00" E
11	5.16	6.73	5.19	N. 1° 15' 00" E
12	3.44	4.49	3.46	N. 0° 00' 00" E
13	2.29	3.00	2.31	N. 0° 00' 00" E
14	1.53	1.99	1.54	N. 0° 00' 00" E
15	1.02	1.33	1.02	N. 0° 00' 00" E
16	0.68	0.89	0.68	N. 0° 00' 00" E
17	0.45	0.59	0.45	N. 0° 00' 00" E
18	0.30	0.39	0.30	N. 0° 00' 00" E
19	0.20	0.26	0.20	N. 0° 00' 00" E
20	0.13	0.17	0.13	N. 0° 00' 00" E

# WOODMERE LAKES, UNIT 1

## IN SECTION 27, TOWNSHIP 39 SOUTH, RANGE 19 EAST SARASOTA COUNTY, FLORIDA

PLAT BOOK 37 OF 3 SHEETS PAGE 268

BOUNDARY LINE CURVE TABLE			
NO.	PI	PC	PT
1	500.00	579.37	553.71
2	10341.00	10341.00	10341.00
3	253.00	423.77	464.48
4	14721.00	14721.00	14721.00
5	333.00	481.93	523.31
6	733.00	851.98	872.57

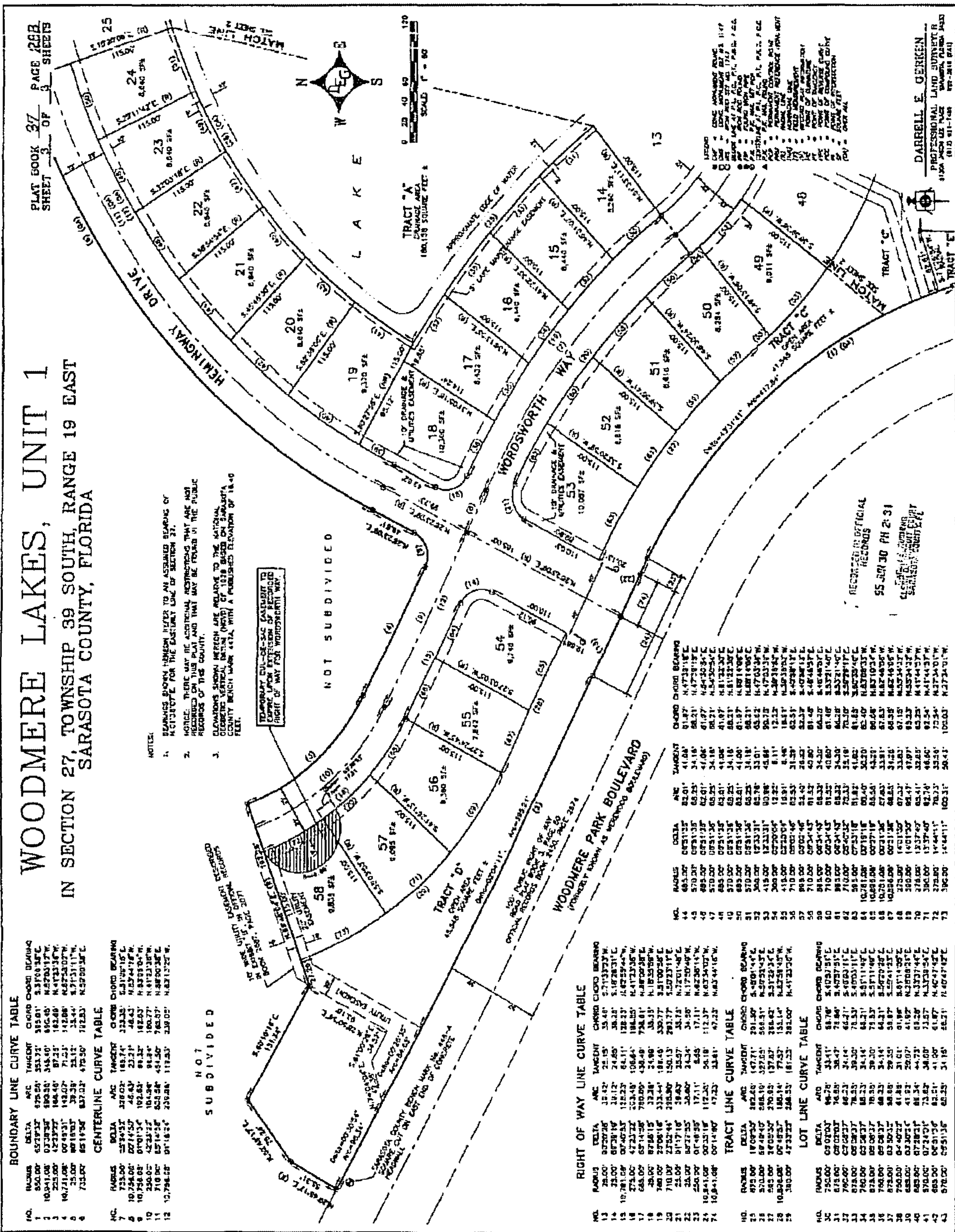
  

CENTERLINE CURVE TABLE			
NO.	PI	PC	PT
1	500.00	579.37	553.71
2	10341.00	10341.00	10341.00
3	253.00	423.77	464.48
4	14721.00	14721.00	14721.00
5	333.00	481.93	523.31
6	733.00	851.98	872.57

NOT  
SUBDIVIDED

- NOTES:
1. BEARING SHOWN HEREON REFER TO AN ASSUMED BEARING OF AC 113.70° FOR THE EASTERN LINE OF SECTION 27.
  2. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS MAP AND THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
  3. DIMENSIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GRID SYSTEM (NAD 83) WITH A PUBLISHED ELEVATION OF 18.40 FEET.

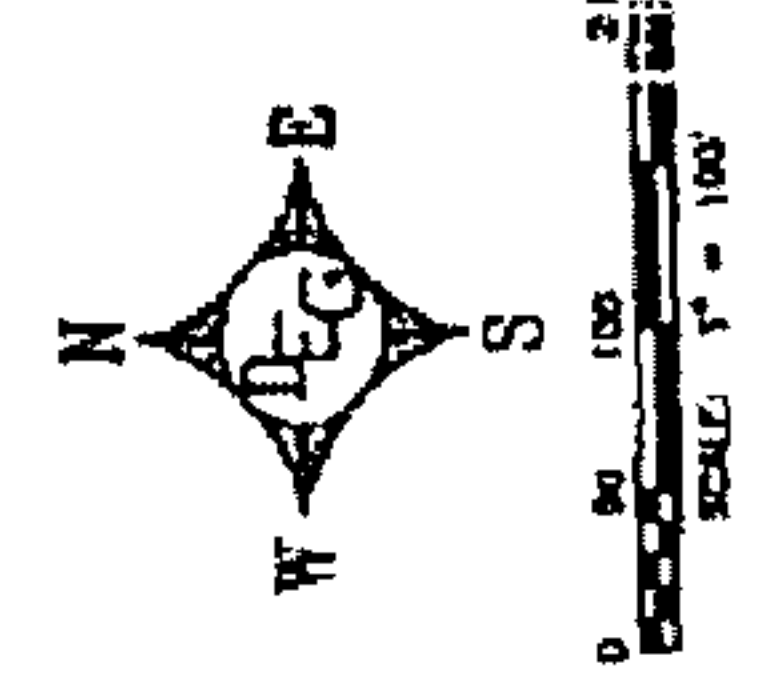
TEMPORARY CURVE DATA SUBJECT TO  
REVISIONS BY THE ENGINEER  
FOR THE ROADWAY PROJECT



DARRELL E. GERKEN  
PROFESSIONAL LAND SURVEYOR  
#1268 FLORIDA REG. NO. 010 911-1008 EXP. 06-30-2018

RECORDED AS OFFICIAL  
55 JUN 30 PM 2:31  
SARASOTA COUNTY CLERK





**NOTES**

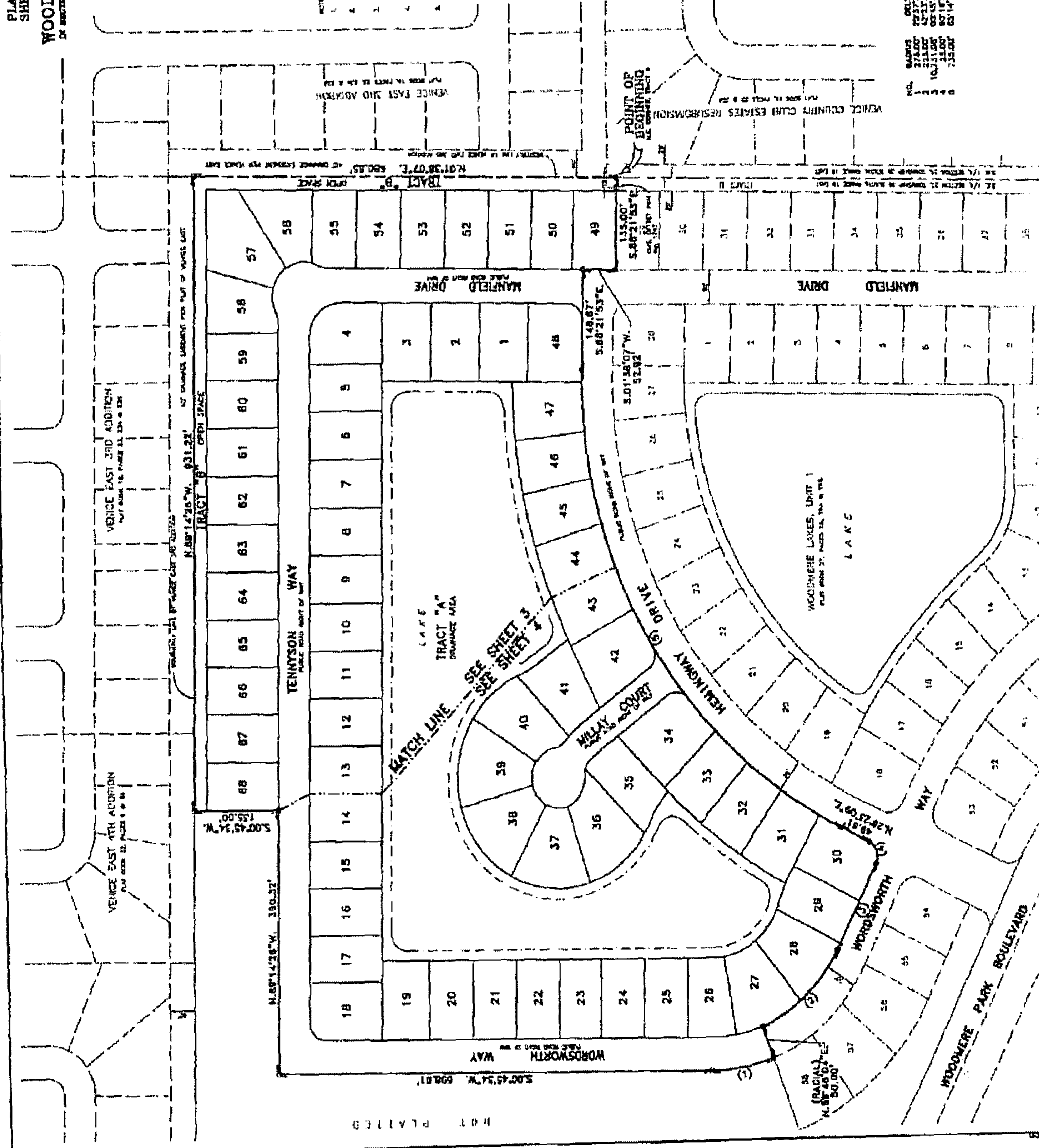
1. DIMENSIONS SHOWN ARE NOT TO BE CONSIDERED AS GUARANTEED.
2. THIS PLAT IS A REVISION OF PLAT BOOK 38, SHEET 2, DATED 10-15-79.
3. ALL AREAS NOT SHOWN ARE RESERVED FOR FUTURE DEVELOPMENT.
4. THE DISTRICT ENGINEER HAS APPROVED THIS PLAT FOR RECORD.
5. THE DISTRICT ENGINEER HAS APPROVED THE CURVE TABLE.
6. THE DISTRICT ENGINEER HAS APPROVED THE EASEMENTS.

PLANNED BY: DARRIEL E. GIBSON, INC.  
 PROFESSIONAL ENGINEER & SURVEYOR  
 1001 N. GARDEN CITY RD., SUITE 100  
 TAMPA, FLORIDA 33611

**CURVE TABLE**

NO.	BLK.	CHORD	ARC	ANGLE	CHORD BEARING	CHORD DIST.
1	100.00'	100.00'	90.00°	N 89.00° E	100.00'	
2	100.00'	100.00'	90.00°	S 89.00° W	100.00'	
3	100.00'	100.00'	90.00°	N 89.00° E	100.00'	
4	100.00'	100.00'	90.00°	S 89.00° W	100.00'	
5	100.00'	100.00'	90.00°	N 89.00° E	100.00'	
6	100.00'	100.00'	90.00°	S 89.00° W	100.00'	
7	100.00'	100.00'	90.00°	N 89.00° E	100.00'	
8	100.00'	100.00'	90.00°	S 89.00° W	100.00'	
9	100.00'	100.00'	90.00°	N 89.00° E	100.00'	
10	100.00'	100.00'	90.00°	S 89.00° W	100.00'	

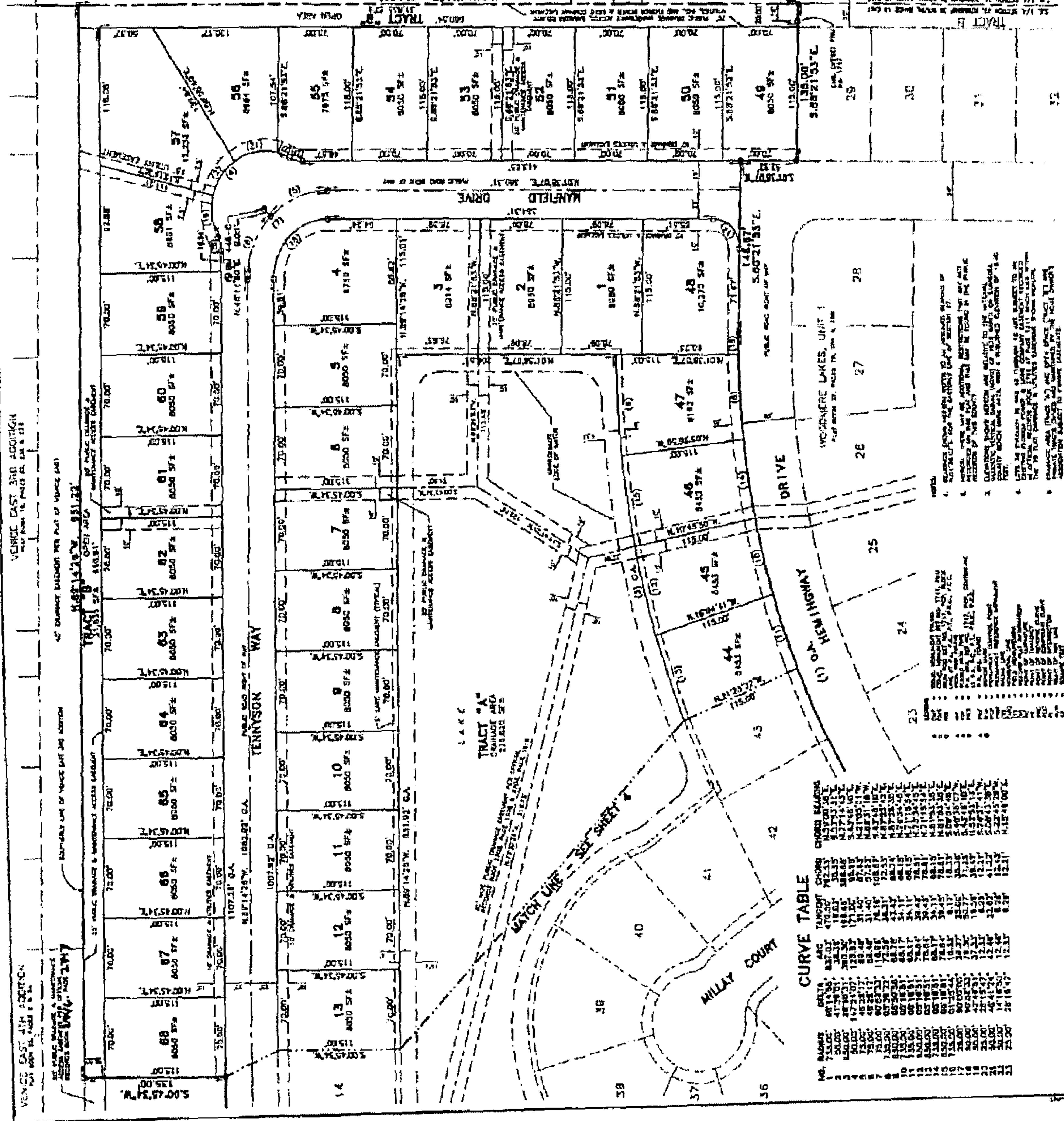
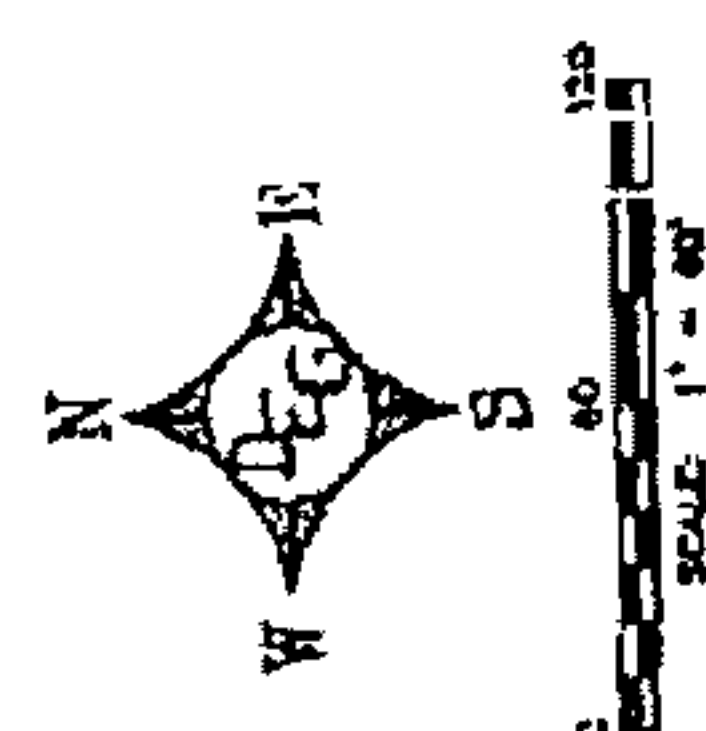
**DARRIEL E. GIBSON, INC.**  
 PROFESSIONAL ENGINEER & SURVEYOR  
 1001 N. GARDEN CITY RD., SUITE 100  
 TAMPA, FLORIDA 33611



COMPOSITE EXHIBIT "A"  
 PAGE 5 OF 19



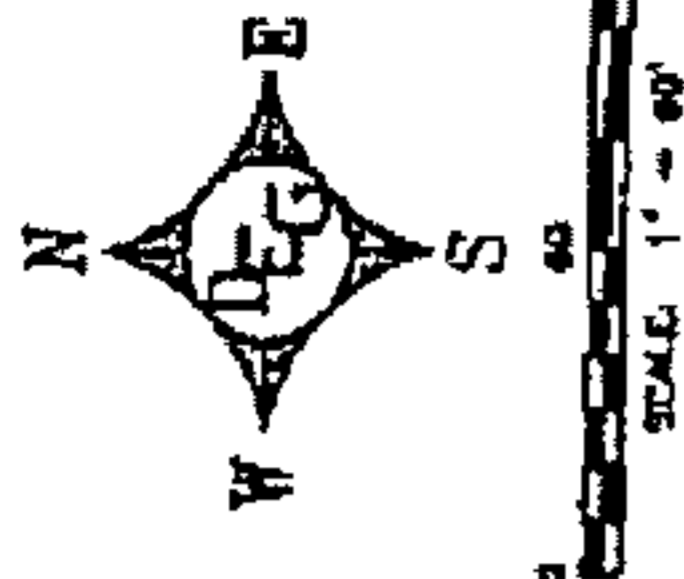
PLAT BOOK 33 PAGE 42-8  
 SHEET 3 OF 4 SHEETS  
**WOODMERE LAKES, UNIT 2**  
 OF SECTION 27, TOWNSHIP 28 NORTH, RANGE 12 EAST,  
 SANGRA COUNTY, MONTANA



**CURVE TABLE**

NO.	PI	PC	PT	PR	PT	PI	CHORD BEARING	CHORD
1	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
2	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
3	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
4	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
5	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
6	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
7	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
8	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
9	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
10	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
11	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
12	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
13	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
14	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
15	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
16	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
17	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
18	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
19	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
20	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
21	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
22	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
23	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
24	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
25	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
26	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
27	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
28	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
29	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
30	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
31	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
32	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
33	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
34	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
35	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
36	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
37	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
38	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
39	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
40	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
41	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
42	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
43	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
44	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
45	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
46	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
47	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
48	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
49	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
50	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
51	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000
52	4178.01	4178.01	4178.01	4178.01	4178.01	4178.01	0.0000	0.0000

DARRELL E. GIBNEY  
 PROFESSIONAL SURVEYOR & M.S.P.S.  
 4700 1/2 S. 10TH ST. SPOKANE, MONTANA 59204  
 (406) 325-1148 (406) 325-1149

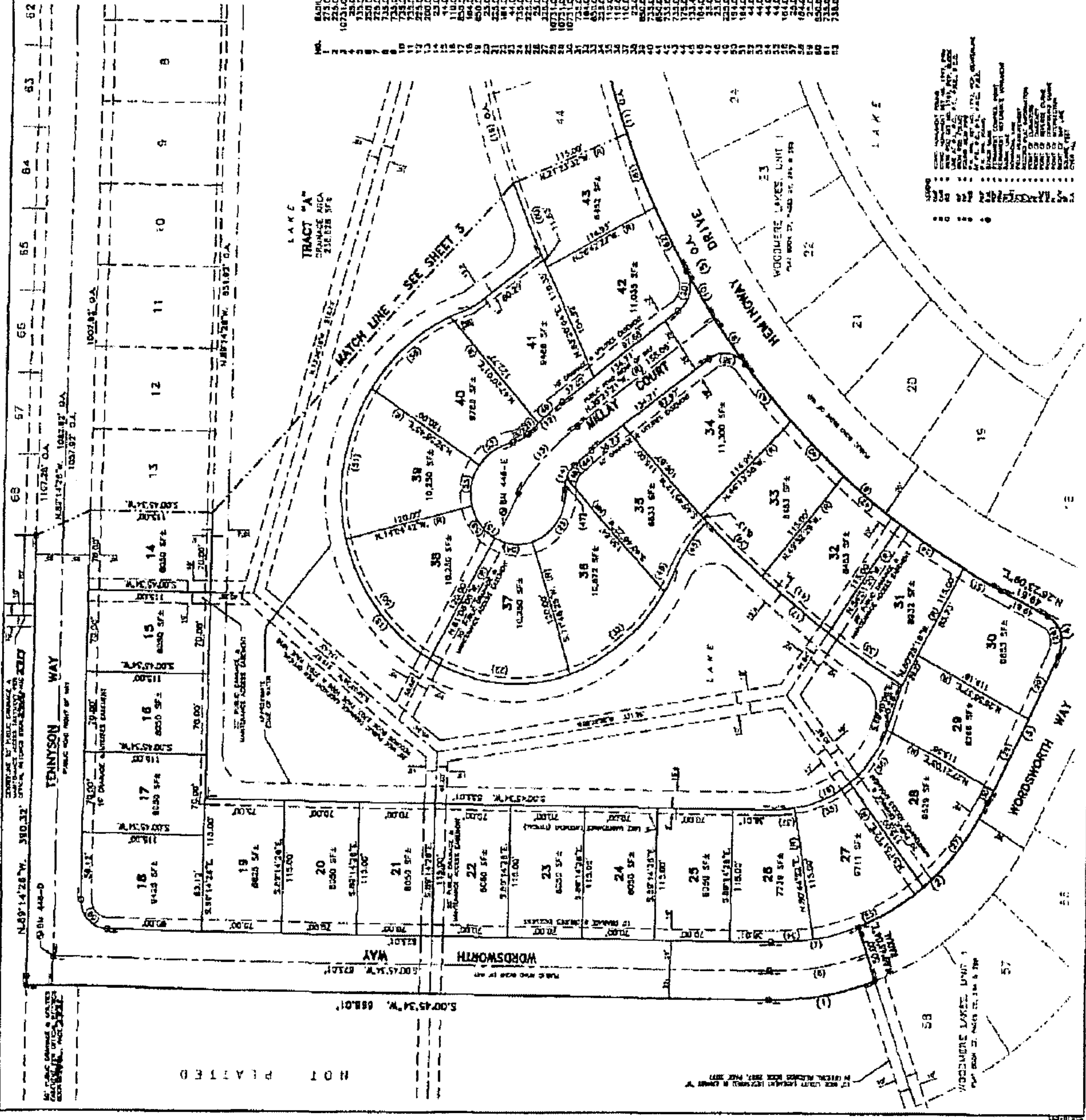


**CURVE TABLE**

NO.	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
1	100.00	1.5708	1.5708	1.5708	143.25495°
2	200.00	3.1416	3.1416	3.1416	143.25495°
3	300.00	4.7124	4.7124	4.7124	143.25495°
4	400.00	6.2832	6.2832	6.2832	143.25495°
5	500.00	7.8540	7.8540	7.8540	143.25495°
6	600.00	9.4248	9.4248	9.4248	143.25495°
7	700.00	10.9956	10.9956	10.9956	143.25495°
8	800.00	12.5664	12.5664	12.5664	143.25495°
9	900.00	14.1372	14.1372	14.1372	143.25495°
10	1000.00	15.7080	15.7080	15.7080	143.25495°
11	1100.00	17.2788	17.2788	17.2788	143.25495°
12	1200.00	18.8496	18.8496	18.8496	143.25495°
13	1300.00	20.4204	20.4204	20.4204	143.25495°
14	1400.00	21.9912	21.9912	21.9912	143.25495°
15	1500.00	23.5620	23.5620	23.5620	143.25495°
16	1600.00	25.1328	25.1328	25.1328	143.25495°
17	1700.00	26.7036	26.7036	26.7036	143.25495°
18	1800.00	28.2744	28.2744	28.2744	143.25495°
19	1900.00	29.8452	29.8452	29.8452	143.25495°
20	2000.00	31.4160	31.4160	31.4160	143.25495°
21	2100.00	32.9868	32.9868	32.9868	143.25495°
22	2200.00	34.5576	34.5576	34.5576	143.25495°
23	2300.00	36.1284	36.1284	36.1284	143.25495°
24	2400.00	37.6992	37.6992	37.6992	143.25495°
25	2500.00	39.2700	39.2700	39.2700	143.25495°
26	2600.00	40.8408	40.8408	40.8408	143.25495°
27	2700.00	42.4116	42.4116	42.4116	143.25495°
28	2800.00	43.9824	43.9824	43.9824	143.25495°
29	2900.00	45.5532	45.5532	45.5532	143.25495°
30	3000.00	47.1240	47.1240	47.1240	143.25495°
31	3100.00	48.6948	48.6948	48.6948	143.25495°
32	3200.00	50.2656	50.2656	50.2656	143.25495°
33	3300.00	51.8364	51.8364	51.8364	143.25495°
34	3400.00	53.4072	53.4072	53.4072	143.25495°
35	3500.00	54.9780	54.9780	54.9780	143.25495°
36	3600.00	56.5488	56.5488	56.5488	143.25495°
37	3700.00	58.1196	58.1196	58.1196	143.25495°
38	3800.00	59.6904	59.6904	59.6904	143.25495°
39	3900.00	61.2612	61.2612	61.2612	143.25495°
40	4000.00	62.8320	62.8320	62.8320	143.25495°
41	4100.00	64.4028	64.4028	64.4028	143.25495°
42	4200.00	65.9736	65.9736	65.9736	143.25495°
43	4300.00	67.5444	67.5444	67.5444	143.25495°
44	4400.00	69.1152	69.1152	69.1152	143.25495°
45	4500.00	70.6860	70.6860	70.6860	143.25495°
46	4600.00	72.2568	72.2568	72.2568	143.25495°
47	4700.00	73.8276	73.8276	73.8276	143.25495°
48	4800.00	75.3984	75.3984	75.3984	143.25495°
49	4900.00	76.9692	76.9692	76.9692	143.25495°
50	5000.00	78.5400	78.5400	78.5400	143.25495°
51	5100.00	80.1108	80.1108	80.1108	143.25495°
52	5200.00	81.6816	81.6816	81.6816	143.25495°
53	5300.00	83.2524	83.2524	83.2524	143.25495°
54	5400.00	84.8232	84.8232	84.8232	143.25495°
55	5500.00	86.3940	86.3940	86.3940	143.25495°
56	5600.00	87.9648	87.9648	87.9648	143.25495°
57	5700.00	89.5356	89.5356	89.5356	143.25495°
58	5800.00	91.1064	91.1064	91.1064	143.25495°
59	5900.00	92.6772	92.6772	92.6772	143.25495°
60	6000.00	94.2480	94.2480	94.2480	143.25495°
61	6100.00	95.8188	95.8188	95.8188	143.25495°
62	6200.00	97.3896	97.3896	97.3896	143.25495°
63	6300.00	98.9604	98.9604	98.9604	143.25495°
64	6400.00	100.5312	100.5312	100.5312	143.25495°
65	6500.00	102.1020	102.1020	102.1020	143.25495°
66	6600.00	103.6728	103.6728	103.6728	143.25495°
67	6700.00	105.2436	105.2436	105.2436	143.25495°
68	6800.00	106.8144	106.8144	106.8144	143.25495°
69	6900.00	108.3852	108.3852	108.3852	143.25495°
70	7000.00	109.9560	109.9560	109.9560	143.25495°
71	7100.00	111.5268	111.5268	111.5268	143.25495°
72	7200.00	113.0976	113.0976	113.0976	143.25495°
73	7300.00	114.6684	114.6684	114.6684	143.25495°
74	7400.00	116.2392	116.2392	116.2392	143.25495°
75	7500.00	117.8100	117.8100	117.8100	143.25495°
76	7600.00	119.3808	119.3808	119.3808	143.25495°
77	7700.00	120.9516	120.9516	120.9516	143.25495°
78	7800.00	122.5224	122.5224	122.5224	143.25495°
79	7900.00	124.0932	124.0932	124.0932	143.25495°
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85	8500.00	133.5180	133.5180	133.5180	143.25495°
86	8600.00	135.0888	135.0888	135.0888	143.25495°
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88	8800.00	138.2304	138.2304	138.2304	143.25495°
89	8900.00	139.8012	139.8012	139.8012	143.25495°
90	9000.00	141.3720	141.3720	141.3720	143.25495°
91	9100.00	142.9428	142.9428	142.9428	143.25495°
92	9200.00	144.5136	144.5136	144.5136	143.25495°
93	9300.00	146.0844	146.0844	146.0844	143.25495°
94	9400.00	147.6552	147.6552	147.6552	143.25495°
95	9500.00	149.2260	149.2260	149.2260	143.25495°
96	9600.00	150.7968	150.7968	150.7968	143.25495°
97	9700.00	152.3676	152.3676	152.3676	143.25495°
98	9800.00	153.9384	153.9384	153.9384	143.25495°
99	9900.00	155.5092	155.5092	155.5092	143.25495°
100	10000.00	157.0800	157.0800	157.0800	143.25495°

NOTES:  
 1. NUMBER SHOWS WHICH CURVE IS TO BE USED AT EACH POINT OF INTERSECTION.  
 2. ALL CURVES ARE TO BE LOCATED BY THE METHOD OF THE PLATE.  
 3. ALL CURVES ARE TO BE LOCATED BY THE METHOD OF THE PLATE.  
 4. ALL CURVES ARE TO BE LOCATED BY THE METHOD OF THE PLATE.  
 5. ALL CURVES ARE TO BE LOCATED BY THE METHOD OF THE PLATE.

DARRIEL E. GERKEN  
 PROFESSIONAL SURVEYOR & L.S. 1772  
 4700 JAMES LEE PLACE, WOODBURY, FLORIDA 32253  
 (407) 684-7400 (407) 684-8100



RECORDED IN OFFICIAL RECORDS  
 97 MAR 11 PM 3:34  
 CLERK OF COUNTY COURTS  
 SARASOTA COUNTY, FL

97026438

This Instrument Prepared By:  
Jeffrey S. Russell, Esquire  
Abel, Band, Russell, Collier,  
Fitchford & Gordon, Chartered  
P.O. Box 49948  
Sarasota, FL 34230-6948

•• OFFICIAL RECORDS ••  
BOOK 2946 PAGE 2713

**SUPPLEMENT TO DECLARATION OF RESTRICTIONS  
FOR HOMESITES AT WOODMERE LAKES**

This Supplement to the Declaration of Restrictions For Homesites at Woodmere Lakes is executed this 17 day of October, 1996 by 2728 Holding Corporation, a Nevada corporation qualified to do business in the State of Florida f/k/a Centex Real Estate Corporation, a Nevada corporation qualified to do business in the State of Florida ("Declarant"), and is joined in by Woodmere Lakes Homeowner's Association, Inc., a Florida corporation not for profit (the "Association").

WHEREAS, Declarant has previously executed and caused to be recorded that certain Declaration of Restrictions For Homesites at Woodmere Lakes recorded in Official Records Book 2752, Page 1940 of the public records of Sarasota County, Florida, as amended (collectively referred to herein as the "Protective Covenants");

WHEREAS, Declarant is the owner in fee simple to the real property more particularly described in Exhibit "A" attached hereto and made a part hereof ( the "Submitted Property"), which Submitted Property is subject to a final subdivision plat recorded in Plat Book 38, Page 42-42C of the public records of Sarasota County, Florida;

WHEREAS, the Submitted property comprises a portion of the Additional Property identified in the Protective Covenants; and

WHEREAS, Declarant desires to subject the Submitted Property to the provisions of the Protective Covenants and thereby annex the Submitted Property within the scheme of the Protective Covenants as part of the planned residential community known as "Wellington Chase" referred to in the Protective Covenants.

NOW THEREFORE, the undersigned Declarant hereby declares and agrees that the Submitted Property is hereby annexed to the Protective Covenants, and Submitted Property is being annexed pursuant to the Protective Covenants for the purpose of subjecting the Submitted Property to the scheme of the Protective Covenants and extending the jurisdiction of the Association to the Submitted Property, and the Submitted Property shall be held, transferred,

2192911.1

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

sold, conveyed, leased, occupied and used subject to all of the rights, privileges, duties, and liabilities of the Protective Covenants.

This annexation shall be effective upon the recordation of this Supplement in the public records of Sarasota County, Florida, whereupon the Submitted Property shall henceforth form a part of Woodmere Lakes, as defined in the Protective Covenants.

IN WITNESS WHEREOF, this Supplement has been signed by Declarant and joined in by the Association as of the day and year first above written.

2728 Holding Corporation, a Nevada corporation qualified to do business in the State of Florida f/k/a Centex Real Estate Corporation, a Nevada corporation qualified to do business in the State of Florida

*David H. Hahn*  
Print Name DAVID H. HAHN

By: *[Signature]*  
Print Name DAVID L. HAHN  
As its: DIVISION PRESIDENT  
Date: 10/10/77

*Cheryl A. Eilers*  
Print Name CHERYL A. EILERS

Woodmere Lakes Homeowner's Association, Inc.

*Cheryl A. Eilers*  
Print Name CHERYL A. EILERS  
*M. Gret Hill*  
Print Name M. GRET HILL

*David H. Hahn*  
David H. Hahn, President  
Attest: *[Signature]*  
David L. Hahn, Secretary  
Date: 10/10/77

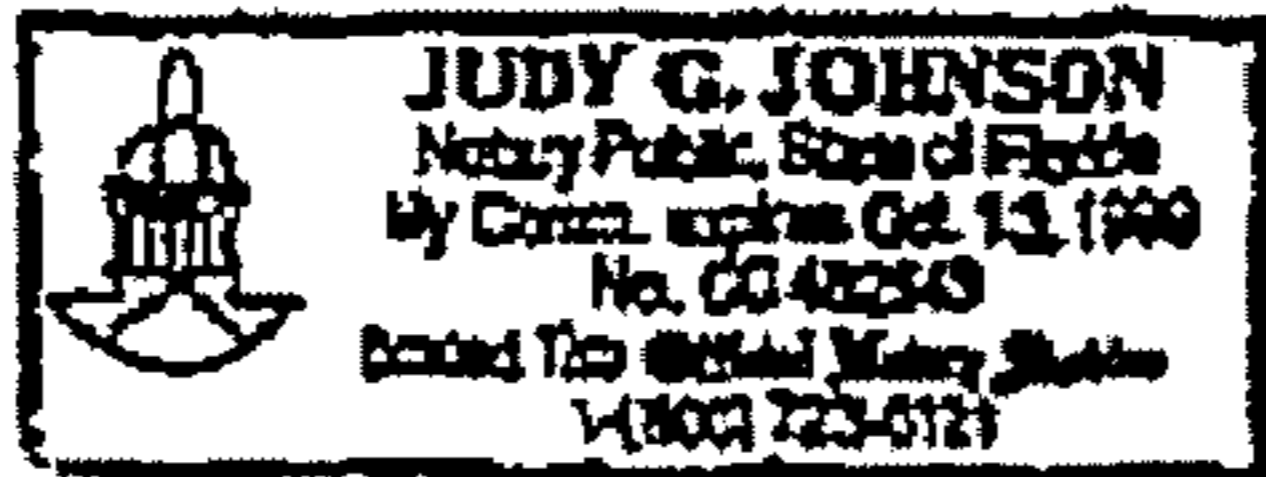
[Notary acknowledgements appear on following page]

#192911.1

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

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th  
day of October, 1996, by DAVID L. HAHN, as  
Director/Assistant of 2728 Holding Corporation, a Nevada corporation  
qualified to do business in the State of Florida f/k/a Centex Real  
Estate Corporation, a Nevada corporation qualified to do business  
in the State of Florida.

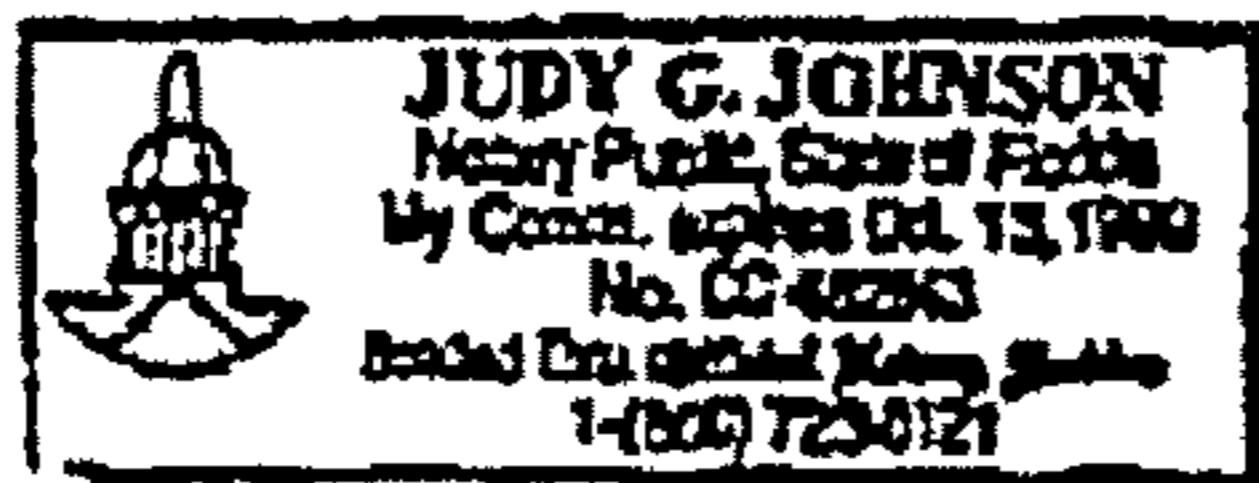


Judy G. Johnson  
Notary Public  
Print Name: Judy G. Johnson  
My Commission Expires: \_\_\_\_\_

Personally Known  (OR) Produced Identification \_\_\_\_\_  
Type of identification produced \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th  
day of October, 1996, by David H. Rekow, as President of  
Woodmere Lakes Homeowner's Association, Inc., a Florida  
corporation, on behalf of the corporation.



Judy G. Johnson  
Notary Public  
Print Name: Judy G. Johnson  
My Commission Expires: \_\_\_\_\_

Personally Known  (OR) Produced Identification \_\_\_\_\_  
Type of identification produced \_\_\_\_\_

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

#192911.1

OFFICIAL RECORDS  
BOOK 2946 PAGE 2719

EXHIBIT "A"

DESCRIPTION

A TRACT OF LAND LYING IN SECTION 27, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF TRACT "B" AS SHOWN ON THE PLAT OF WOODMERE LAKES, UNIT 1, RECORDED IN PLAT BOOK 37, PAGES 28, 28A AND 28B OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N20°30'07"E ALONG THE EASTERLY LINE OF SECTION 27 A DISTANCE OF 640.85 FEET TO THE POINT OF INTERSECTION OF THE WESTERLY AND SOUTHERLY LINES OF VOYCE EAST 3RD ADDITION, RECORDED IN PLAT BOOK 18, PAGES 21, 23A AND 23B OF SAID PUBLIC RECORDS; THENCE N48°14'26"W, ALONG THE SOUTHERLY LINE OF SAID VOYCE EAST 3RD ADDITION AND ALONG THE SOUTHERLY LINE OF VOYCE EAST 4TH ADDITION, RECORDED IN PLAT BOOK 22, PAGES 9 AND 8A OF SAID PUBLIC RECORDS A DISTANCE OF 431.22 FEET; THENCE S20°43'34"W, A DISTANCE OF 133.00 FEET; THENCE N48°14'26"W, A DISTANCE OF 360.12 FEET; THENCE S00°45'34"W, A DISTANCE OF 888.01 FEET TO THE POINT OF CURVE (PC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 20°57'30"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 100.59 FEET TO THE NORTHERLY LINE OF THE AFOREMENTIONED WOODMERE LAKES, UNIT 1. (THE FOLLOWING POINT CALLS ARE ALONG THE LINES OF WOODMERE LAKES, UNIT 1); THENCE N48°14'26"W, A DISTANCE OF 84.00 FEET TO A POINT ON A CURVE OF WHICH THE RADIIUS POINT LINE REPRESENTS A RADIUS OF 225.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 4°23'22" A DISTANCE OF 144.46 FEET TO A POINT OF COMPOUND CURVE (PCC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 10.73168 FEET AND A CENTRAL ANGLE OF 90°45'31"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 142.07 FEET TO A POC OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°18'00"; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG THE ARC A DISTANCE OF 38.39 FEET; THENCE N48°14'26"W, A DISTANCE OF 48.61 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 73.00 FEET AND A CENTRAL ANGLE OF 85°14'00"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 837.03 FEET; THENCE S48°21'53"E, A DISTANCE OF 146.87 FEET; THENCE S20°38'07"W, A DISTANCE OF 42.82 FEET; THENCE S48°21'53"E, A DISTANCE OF 135.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 22.837 ACRES-MORE OR LESS

97 MAR 11 PM 4:33

RECORDED IN OFFICIAL  
RECORDS

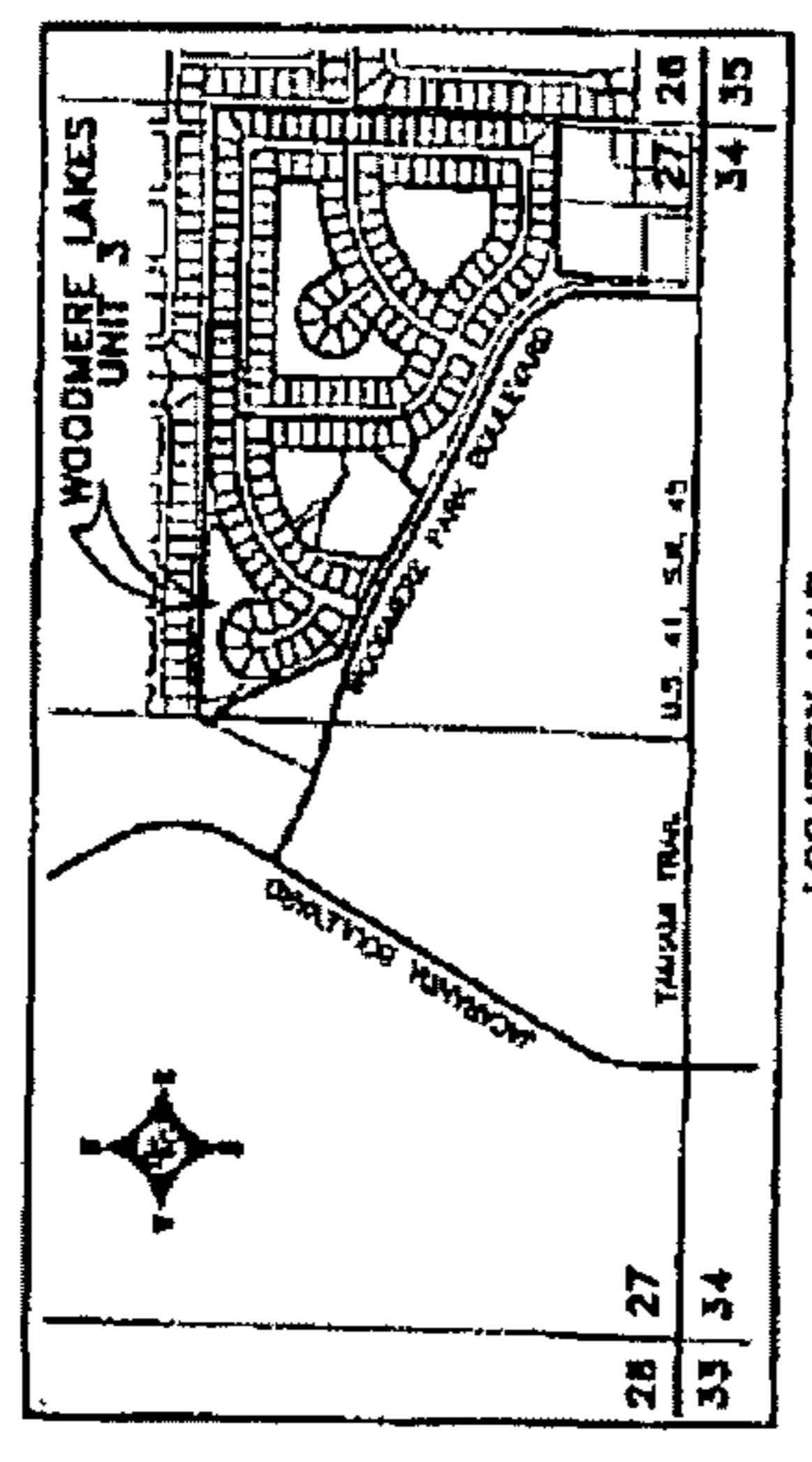
SARASOTA  
COUNTY  
FLORIDA

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

# WOODMERE LAKES, UNIT 3 IN SECTION 27, TOWNSHIP 39 SOUTH, RANGE 19 EAST SARASOTA COUNTY, FLORIDA

PLAT BOOK 10 OF 1 SHEETS  
PAGE 5

OFFICIAL RECORDS  
INSTRUMENT 199800774 P88



### RESERVATION OF EASEMENTS

EASEMENTS OF THE (S) LOT IN WITH ALONG CASH SITE LOT LINE TO (1) 10 FEET IN WIDTH ALONG EACH SIDE FOR THE CONVEYANCE OF THE PUBLIC USES AND PURPOSES OF THE PLAT. ALSO EASEMENTS OF THE (S) LOT IN WITH ALONG CASH SITE LOT LINE TO (1) 10 FEET IN WIDTH ALONG EACH SIDE FOR THE CONVEYANCE OF THE PUBLIC USES AND PURPOSES OF THE PLAT.

### DESCRIPTION

A TRACT OF LAND LYING IN SECTION 27, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEING AT THE WESTERMOST CORNER OF TRACT 27 OF WOODMERE LAKES, UNIT 3, SARASOTA COUNTY, FLORIDA, SAID POINT BEING A POINT ON THE NORTHEASTERN RIGHT OF WAY LINE OF WOODMERE PARK BOULEVARD (FORMERLY WOODMERE BOULEVARD) TO BE SHOWN ON THE PLAT OF WOODMERE LAKES, UNIT 3, AS RECORDED IN PLAT BOOK 10 OF 1 SHEETS, PAGE 5, AND BEING THE EAST CORNER OF SAID TRACT 27 AS SHOWN ON SAID PLAT.

FOLLOWING TWO CALLS ARE ALONG THE WESTERLY LINE OF TRACT 27, BEING THE WESTERLY LINE OF WOODMERE LAKES, UNIT 3, AS SHOWN ON SAID PLAT:

1. TO THE LEFT ALONG A MARKER OF 2,844.18 FEET AND A CENTRAL ANGLE OF 90.00 DEGREES TO THE EAST CORNER OF TRACT 27.

2. TO THE LEFT ALONG A MARKER OF 3,144.18 FEET AND A CENTRAL ANGLE OF 90.00 DEGREES TO THE EAST CORNER OF TRACT 27.

3. TO THE RIGHT ALONG A MARKER OF 2,844.18 FEET AND A CENTRAL ANGLE OF 90.00 DEGREES TO THE EAST CORNER OF TRACT 27.

4. TO THE RIGHT ALONG A MARKER OF 3,144.18 FEET AND A CENTRAL ANGLE OF 90.00 DEGREES TO THE EAST CORNER OF TRACT 27.

5. TO THE RIGHT ALONG A MARKER OF 2,844.18 FEET AND A CENTRAL ANGLE OF 90.00 DEGREES TO THE EAST CORNER OF TRACT 27.

6. TO THE RIGHT ALONG A MARKER OF 3,144.18 FEET AND A CENTRAL ANGLE OF 90.00 DEGREES TO THE EAST CORNER OF TRACT 27.

7. TO THE RIGHT ALONG A MARKER OF 2,844.18 FEET AND A CENTRAL ANGLE OF 90.00 DEGREES TO THE EAST CORNER OF TRACT 27.

8. TO THE RIGHT ALONG A MARKER OF 3,144.18 FEET AND A CENTRAL ANGLE OF 90.00 DEGREES TO THE EAST CORNER OF TRACT 27.

9. TO THE RIGHT ALONG A MARKER OF 2,844.18 FEET AND A CENTRAL ANGLE OF 90.00 DEGREES TO THE EAST CORNER OF TRACT 27.

10. TO THE RIGHT ALONG A MARKER OF 3,144.18 FEET AND A CENTRAL ANGLE OF 90.00 DEGREES TO THE EAST CORNER OF TRACT 27.

### CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA  
COUNTY OF SARASOTA

IT IS HEREBY CERTIFIED THAT THE PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF SARASOTA, FLORIDA, THIS 14th DAY OF OCTOBER, 1997.

*[Signature]*  
COUNTY CLERK

### CERTIFICATE OF APPROVAL OF COUNTY CLERK

STATE OF FLORIDA  
COUNTY OF SARASOTA

I, MARIE E. RICHIE, COUNTY CLERK OF SARASOTA COUNTY, FLORIDA, HEREBY CERTIFY THAT ALL THE REQUISITES HAVE BEEN FURNISHED TO ME IN CONNECTION WITH THE RECORDING OF SAID PLAT IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THIS 14th DAY OF OCTOBER, 1997.

*[Signature]*  
COUNTY CLERK



### CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA  
COUNTY OF SARASOTA

CENTER HOMES, A NEVADA GENERAL PARTNERSHIP, BY ITS ONLY DIRECTOR, DAVID L. HANAY, AND ASSISTANT SECRETARY, DAVID L. HANAY, DOING BUSINESS AS CENTER HOMES, A NEVADA GENERAL PARTNERSHIP, DO HEREBY DEDICATE AND CONVEY TO THE PUBLIC THE TRACT DESCRIBED IN THIS PLAT FOR THE USES AND PURPOSES OF THE PLAT.

IN WITNESS WHEREOF, THE UNDERSIGNED GENERAL PARTNERSHIP HAS CAUSED THESE PRESIDENTS TO BE EXECUTED BY ITS DIRECTOR, PRESIDENT, AND ASSISTANT SECRETARY, THIS 30th DAY OF OCTOBER, A.D., 1997.

*[Signature]*  
DIRECTOR

*[Signature]*  
ASSISTANT SECRETARY

CENTER HOMES DOES HEREBY DEDICATE AND SET APART ALL OF THE PUBLIC USES AND PURPOSES OF THE PLAT FOR THE USES AND PURPOSES OF THE PLAT.

CENTER HOMES DOES HEREBY DEDICATE AND SET APART ALL OF THE PUBLIC USES AND PURPOSES OF THE PLAT FOR THE USES AND PURPOSES OF THE PLAT.

### CERTIFICATE OF SURVEYOR

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DAVID L. HANAY, DIRECTOR, AND DAVID L. HANAY, ASSISTANT SECRETARY, BOTH OF WHOM ARE KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, AND FULLY ACKNOWLEDGED BEFORE ME THAT THEY ENTERED INTO THE SAME AS SUCH OFFICERS FOR AND IN BEHALF OF SAID GENERAL PARTNERSHIP.

WITNESSES MY HAND AND OFFICIAL SEAL AT SARASOTA COUNTY, FLORIDA THIS 30th DAY OF OCTOBER, A.D., 1997.

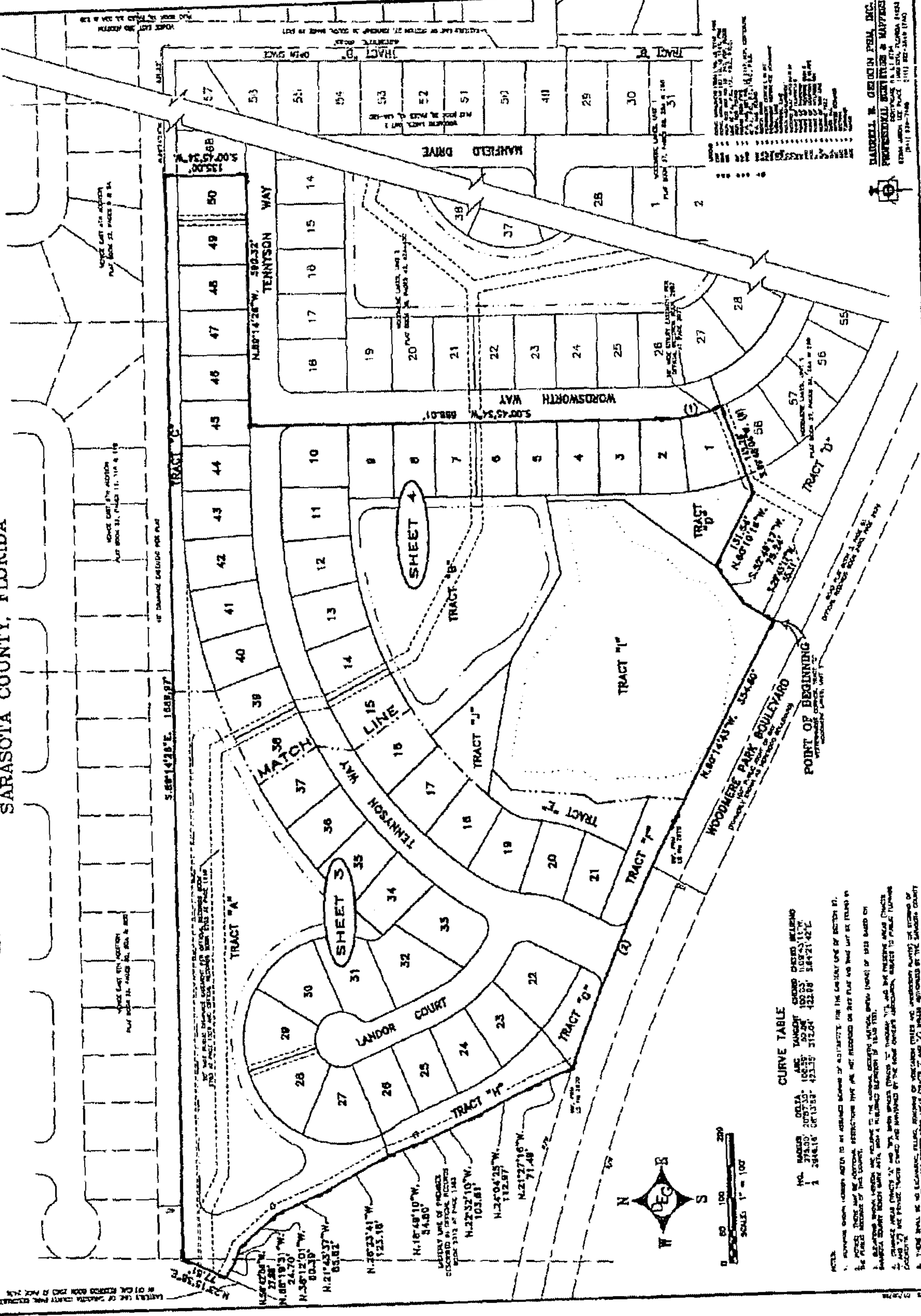
*[Signature]*  
NOTARY PUBLIC

BY COMMISSION EXPIRES: 07-01-2002

BARRETT E. GORTCHY PSM, INC.  
PROFESSIONAL SURVEYORS & MAPPERS  
STATE WIDE OFFICES IN THE  
SARASOTA COUNTY OFFICE  
1010 E. BAY ST. SUITE 100  
SARASOTA, FLORIDA 34236  
(941) 551-7443

# WOODMERE LAKES, UNIT 3

IN SECTION 27, TOWNSHIP 39 SOUTH, RANGE 19 EAST  
SARASOTA COUNTY, FLORIDA



**CURVE TABLE**

NO.	ADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	375.00	205°13'	155.59	52.24	122.35	S84°21'42"E
2	354.16	201°52'	151.59	51.04	120.55	S84°21'42"E

NOTES:  
 1. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.  
 2. ALL DISTANCES SHOWN ARE MEASURED ALONG THE CENTERLINE OF THE ROAD OR DRIVE.  
 3. ALL DISTANCES SHOWN ARE MEASURED ALONG THE CENTERLINE OF THE ROAD OR DRIVE.  
 4. ALL DISTANCES SHOWN ARE MEASURED ALONG THE CENTERLINE OF THE ROAD OR DRIVE.  
 5. ALL DISTANCES SHOWN ARE MEASURED ALONG THE CENTERLINE OF THE ROAD OR DRIVE.

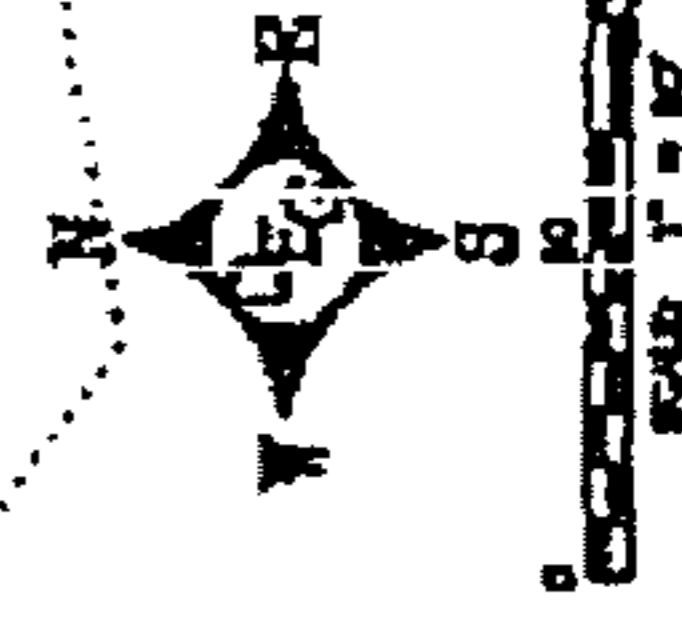
**DAVID L. WOODRUFF, P.E.**  
 PROFESSIONAL SURVEYOR & MAPPER  
 1100 W. PALM BLVD., SUITE 100  
 TAMPA, FLORIDA 33606  
 (813) 287-3414 (FAX)



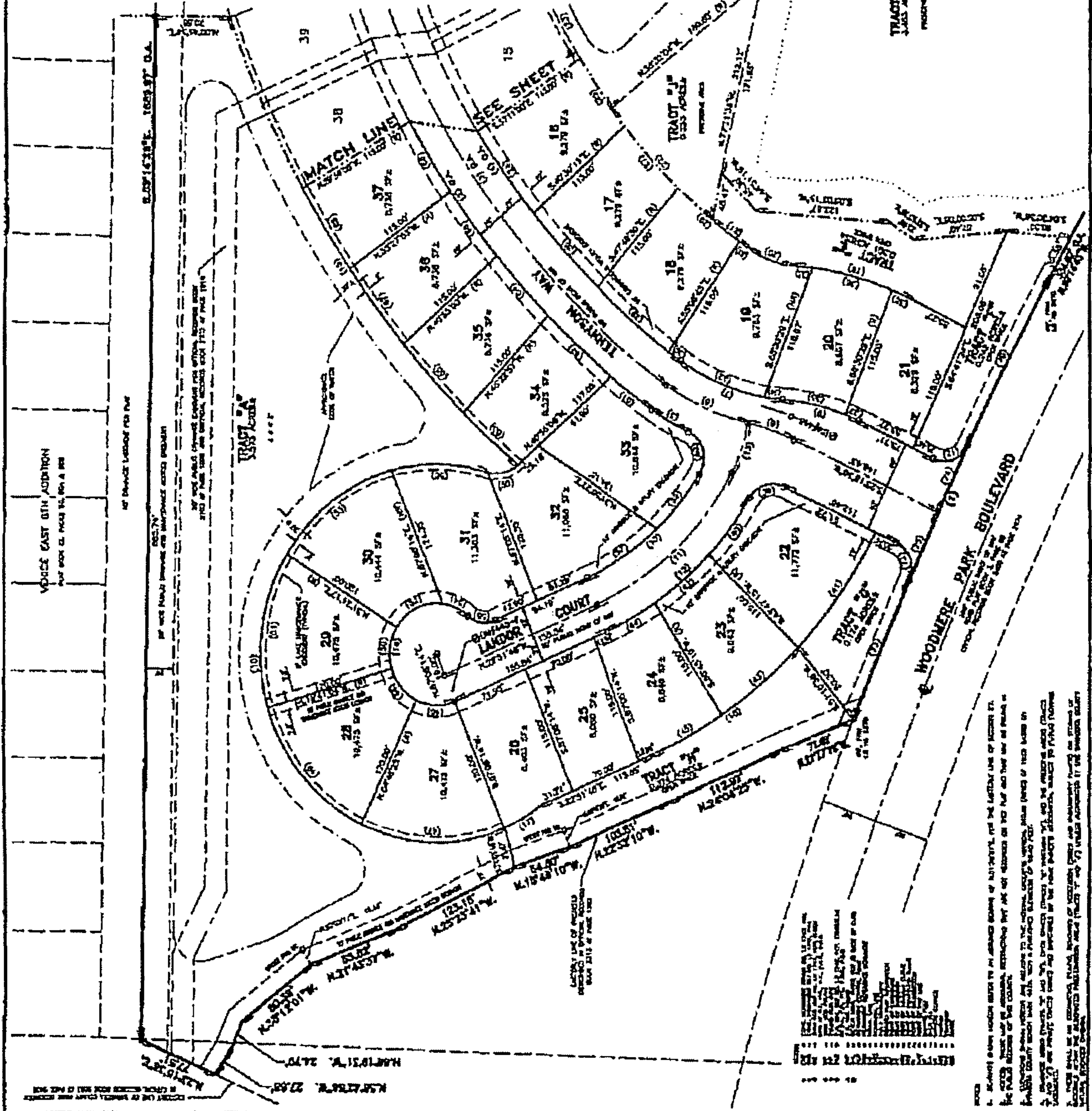
PLAT BOOK 10 PAGE 5-23  
SHEET 8 OF 4 SHEETS  
WOODMERE LANE, UNIT 3  
OF WOODMERE PARK, WASHINGTON, D.C.

**CURVE TABLE**

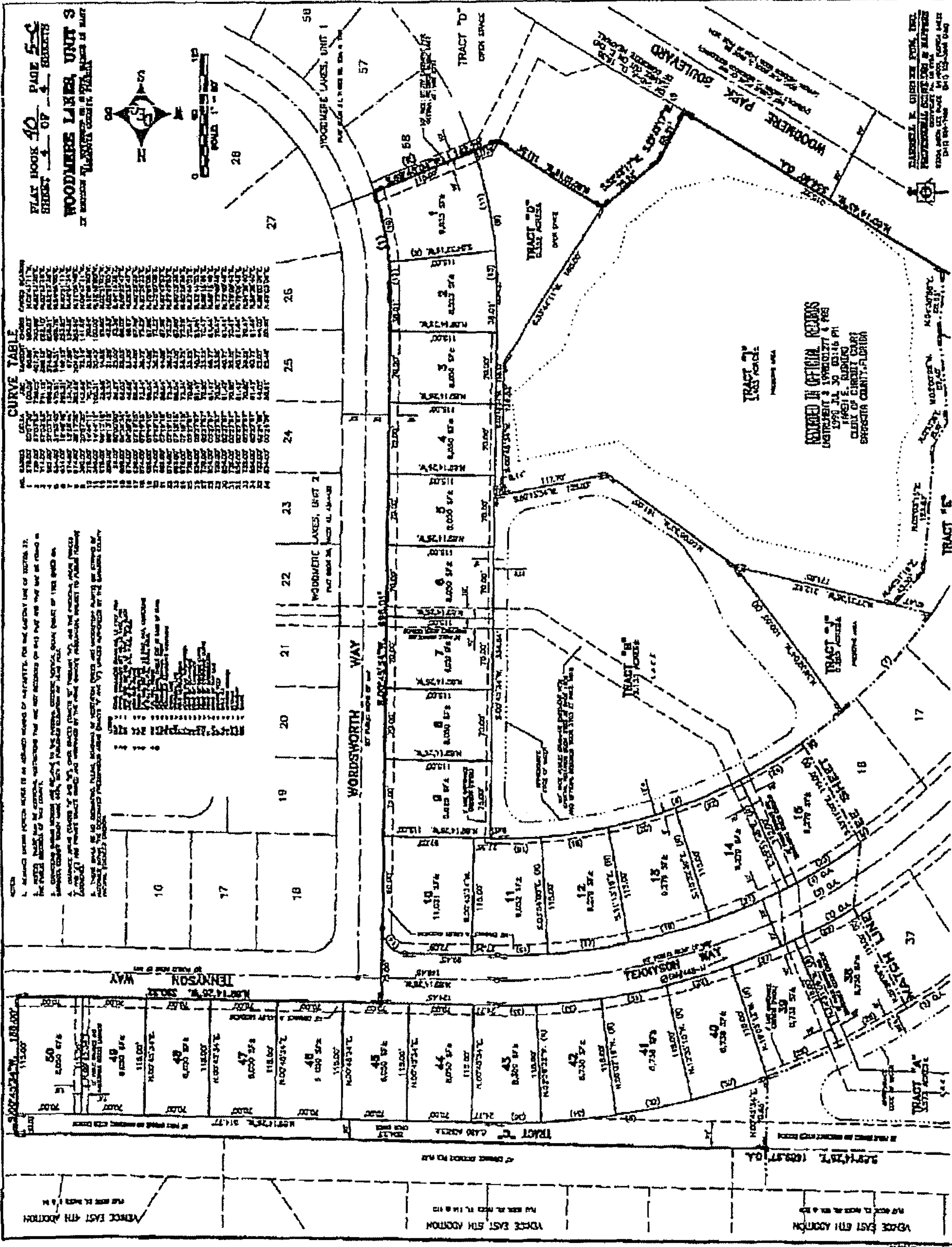
NO.	CHORD	ARC	ANGLE	AREA	PERIMETER
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2	100.00	100.00	0°	0.00	0.00
3	100.00	100.00	0°	0.00	0.00
4	100.00	100.00	0°	0.00	0.00
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6	100.00	100.00	0°	0.00	0.00
7	100.00	100.00	0°	0.00	0.00
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13	100.00	100.00	0°	0.00	0.00
14	100.00	100.00	0°	0.00	0.00
15	100.00	100.00	0°	0.00	0.00
16	100.00	100.00	0°	0.00	0.00
17	100.00	100.00	0°	0.00	0.00
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19	100.00	100.00	0°	0.00	0.00
20	100.00	100.00	0°	0.00	0.00
21	100.00	100.00	0°	0.00	0.00
22	100.00	100.00	0°	0.00	0.00
23	100.00	100.00	0°	0.00	0.00
24	100.00	100.00	0°	0.00	0.00
25	100.00	100.00	0°	0.00	0.00
26	100.00	100.00	0°	0.00	0.00
27	100.00	100.00	0°	0.00	0.00
28	100.00	100.00	0°	0.00	0.00
29	100.00	100.00	0°	0.00	0.00
30	100.00	100.00	0°	0.00	0.00
31	100.00	100.00	0°	0.00	0.00
32	100.00	100.00	0°	0.00	0.00
33	100.00	100.00	0°	0.00	0.00
34	100.00	100.00	0°	0.00	0.00
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36	100.00	100.00	0°	0.00	0.00
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38	100.00	100.00	0°	0.00	0.00
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41	100.00	100.00	0°	0.00	0.00
42	100.00	100.00	0°	0.00	0.00
43	100.00	100.00	0°	0.00	0.00
44	100.00	100.00	0°	0.00	0.00
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46	100.00	100.00	0°	0.00	0.00
47	100.00	100.00	0°	0.00	0.00
48	100.00	100.00	0°	0.00	0.00
49	100.00	100.00	0°	0.00	0.00
50	100.00	100.00	0°	0.00	0.00



DAVIDSON E. GIBSON, JR., INC.  
PROFESSIONAL ENGINEER & SURVEYOR  
CONTRACT NO. 18-174  
DATE: APRIL 15, 1964  
SHEET 8 OF 4 SHEETS



COMPOSITE EXHIBIT "A"  
PAGE 14 OF 19





OFFICIAL RECORDS  
INSTRUMENT # 1998101275 4 PGS

This Instrument Prepared By:  
Jeffrey S. Russell, Esquire  
Abel, Band, Russell, Collier,  
Pitchford & Gordon, Chartered  
P.O. Box 49948  
Sarasota, FL 34230-6948

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 1998101275 4 PGS  
1998 JUL 30 03:46 PM  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

**SUPPLEMENT TO DECLARATION OF RESTRICTIONS  
FOR HOMESITES AT WOODMERE LAKES**

This Supplement to the Declaration of Restrictions For Homesites at Woodmere Lakes is executed this 17 day of July, 1998 by Centex Homes, a Nevada general partnership as successor in interest to 2728 Holding Corporation, a Nevada corporation qualified to do business in the State of Florida f/k/a Centex Real Estate Corporation, a Nevada corporation qualified to do business in the State of Florida ("Declarant"), and is joined in by Woodmere Lakes Homeowner's Association, Inc., a Florida corporation not for profit (the "Association").

WHEREAS, Declarant has previously executed and caused to be recorded that certain Declaration of Restrictions For Homesites at Woodmere Lakes recorded in Official Records Book 2752, Page 1940 et seq. of the public records of Sarasota County, Florida, as subsequently amended and supplemented (collectively referred to herein as the "Protective Covenants");

V. F. 301 SUB

WHEREAS, Declarant is the owner in fee simple to the real property more particularly described in Exhibit "A" attached hereto and made a part hereof ( the "Submitted Property"), which Submitted Property is subject to a final subdivision plat recorded in Plat Book 40, Page 5-5C of the public records of Sarasota County, Florida;

WHEREAS, the Submitted property comprises a portion of the Additional Property identified in the Protective Covenants; and

WHEREAS, Declarant desires to subject the Submitted Property to the provisions of the Protective Covenants and thereby annex the Submitted Property within the scheme of the Protective Covenants as part of the planned residential community known as "Woodmere Lakes" referred to in the Protective Covenants.

NOW THEREFORE, the undersigned Declarant hereby declares and agrees that the Submitted Property is hereby annexed to the Protective Covenants, and Submitted Property is being annexed pursuant to the Protective Covenants for the purpose of subjecting the Submitted Property to the scheme of the Protective Covenants

#287349.1

and extending the jurisdiction of the Association to the Submitted Property, and the Submitted Property shall be held, transferred, sold, conveyed, leased, occupied and used subject to all of the rights, privileges, duties, and liabilities of the Protective Covenants.

This annexation shall be effective upon the recordation of this Supplement in the public records of Sarasota County, Florida, whereupon the Submitted Property shall henceforth form a part of Woodmere Lakes, as defined in the Protective Covenants.

IN WITNESS WHEREOF, this Supplement has been signed by Declarant and joined in by the Association as of the day and year first above written.

Centex Homes, a Nevada general partnership as successor to 2728 Holding Corporation, a Nevada corporation qualified to do business in the State of Florida f/k/a Centex Real Estate Corporation, a Nevada corporation qualified to do business in the State of Florida  
By: Centex Real Estate Corporation, a Nevada Corporation, General Partner  
By: Michael J. Belmont  
Print Name Michael J. Belmont  
As its: Division President  
Date: 7/14/98

Darin M. Smause  
Print Name Darin M. Smause  
Eric J. Lamberty  
Print Name ERIC J. LAMBOLTY

Woodmere Lakes Homeowner's Association, Inc.

Darin M. Smause  
Print Name Darin M. Smause  
Eric J. Lamberty  
Print Name ERIC J. LAMBOLTY

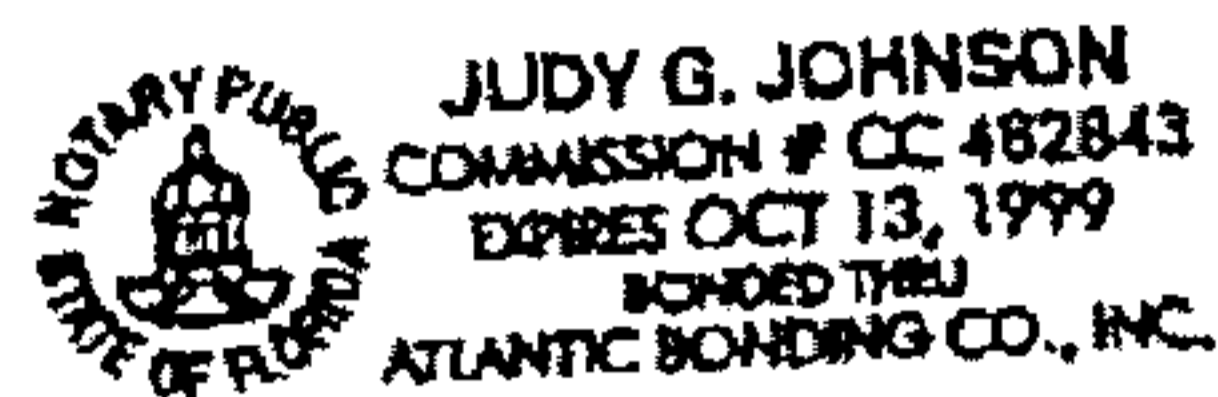
Steve Beaudouin  
As President  
Attest: Ken G. ...  
Secretary  
Date: 7/14/98

[Notary acknowledgements appear on following page]

#287349.1

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14  
day of July, 1998, by Michael J. Belmont, as  
President of 2728 Holding Corporation, a Nevada corporation  
qualified to do business in the State of Florida f/k/a Centex Real  
Estate Corporation, a Nevada corporation qualified to do business  
in the State of Florida.

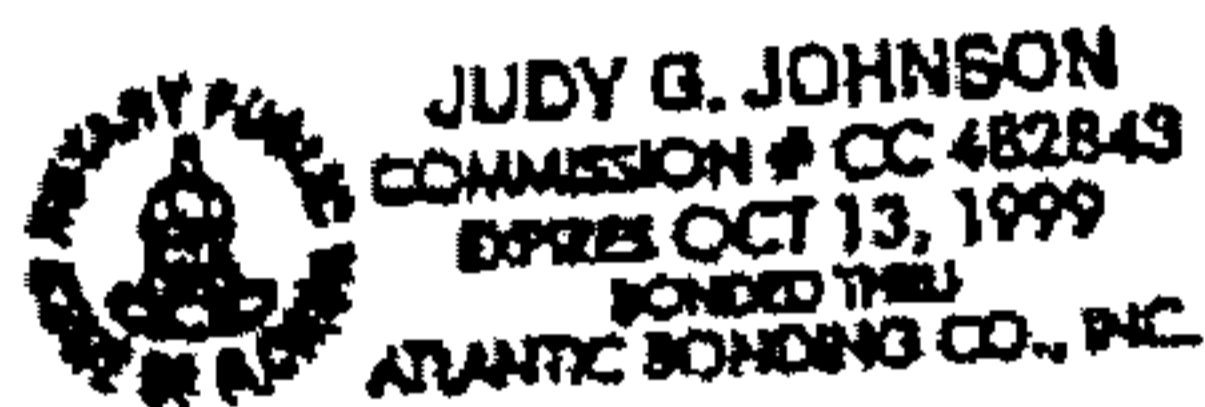


Judy G. Johnson  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Personally Known  (OR) Produced Identification \_\_\_\_\_  
Type of identification produced \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14  
day of July, 1998, by Beth Bradburn, as  
President of Woodmere Lakes Homeowner's Association,  
Inc., a Florida corporation, on behalf of the corporation.



Judy G. Johnson  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Personally Known  (OR) Produced Identification \_\_\_\_\_  
Type of identification produced \_\_\_\_\_

#287349.1

## DESCRIPTION

A TRACT OF LAND LYING IN SECTION 27, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE WESTERNMOST CORNER OF TRACT "D" OF WOODMERE LAKES, UNIT 1, RECORDED IN PLAT BOOK 37, PAGES 28, 28A AND 28B OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT BEING A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF WOODMERE PARK BOULEVARD (FORMERLY WOODMERE BOULEVARD) 100 FOOT WIDE PUBLIC RIGHT OF WAY RECORDED IN ROAD PLAT BOOK 3, PAGE 30 AND OFFICIAL RECORDS BOOK 2450 AT PAGE 2674 OF SAID PUBLIC RECORDS (THE FOLLOWING TWO CALLS ARE ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE): THENCE N.60°14'43"W, A DISTANCE OF 354.60 FEET TO THE POINT OF CURVATURE (PC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 2,946.16 FEET AND A CENTRAL ANGLE OF 98°13'59"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 423.35 FEET TO THE NORTHEASTERLY LINE OF PREMISES DESCRIBED IN OFFICIAL RECORDS BOOK 2312 AT PAGE 1382 OF SAID PUBLIC RECORDS (THE FOLLOWING NINE CALLS ARE ALONG SAID NORTHEASTERLY LINE): THENCE N.21°27'16"W, A DISTANCE OF 71.49 FEET; THENCE N.24°04'25"W, A DISTANCE OF 112.97 FEET; THENCE N.22°32'10"W, A DISTANCE OF 103.61 FEET; THENCE N.15°49'10"W, A DISTANCE OF 54.20 FEET; THENCE N.26°23'41"W, A DISTANCE OF 123.18 FEET; THENCE N.21°43'37"W, A DISTANCE OF 35.82 FEET; THENCE N.38°12'01"W, A DISTANCE OF 90.39 FEET; THENCE N.66°19'31"W, A DISTANCE OF 24.70 FEET; THENCE N.58°42'56"W, A DISTANCE OF 27.28 FEET TO THE EASTERLY LINE OF A SARASOTA COUNTY PARK PARCEL RECORDED IN OFFICIAL RECORDS BOOK 2083 AT PAGE 2436 OF SAID PUBLIC RECORDS; THENCE N.23°15'38"E, ALONG SAID EASTERLY LINE A DISTANCE OF 77.51 FEET TO THE SOUTHERLY LINE OF VENICE EAST 6TH ADDITION RECORDED IN PLAT BOOK 22, PAGES 50, 50A AND 50B OF SAID PUBLIC RECORDS; THENCE S.89°14'26"E, ALONG SAID SOUTHERLY LINE AND THE SOUTHERLY LINE OF VENICE EAST 5TH ADDITION RECORDED IN PLAT BOOK 22, PAGES 11, 11A AND 11B AND THE SOUTHERLY LINE OF VENICE EAST 4TH ADDITION RECORDED IN PLAT BOOK 22, PAGES 9 AND 9A OF SAID PUBLIC RECORDS A DISTANCE OF 1639.97 FEET TO THE NORTHWEST CORNER OF TRACT "B" AS SHOWN ON THE PLAT OF WOODMERE LAKES, UNIT 2 RECORDED IN PLAT BOOK 38, PAGES 42, 42A THROUGH 42C OF SAID PUBLIC RECORDS (THE FOLLOWING FOUR CALLS ALONG THE LINES OF WOODMERE LAKES, UNIT 2): THENCE S.00°45'34"W, A DISTANCE OF 135.00 FEET; THENCE N.39°14'26"W, A DISTANCE 390.32 FEET; THENCE S.00°45'34"W, A DISTANCE OF 598.01 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 10°57'30"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 100.59 FEET TO THE NORTHWESTERLY LINE OF LOT 58 OF THE AFOREMENTIONED WOODMERE LAKES, UNIT 1; (THE FOLLOWING FOUR CALLS ALONG THE LINES OF SAID WOODMERE LAKES, UNIT 1): THENCE S.69°48'04"W, A DISTANCE OF 142.26 FEET; THENCE N.69°10'16"W, A DISTANCE OF 131.54 FEET; THENCE S.52°49'17"W, A DISTANCE OF 75.24 FEET; THENCE S.29°45'17"W, A DISTANCE OF 55.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.633 ACRES MORE OR LESS.

**WOODMERE LAKES HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLES OF INCORPORATION**

**AMENDMENTS**

**TABLE OF CONTENTS**

<b><u>Article</u></b>	<b><u>Description</u></b>	<b><u>Page No.</u></b>
1.	NAME AND ADDRESS OF CORPORATION.....	1
2.	PURPOSES .....	1
3.	GENERAL POWERS.....	2
4.	MEMBERS.....	3
5.	VOTING.....	4
6.	BOARD OF DIRECTORS .....	4
7.	OFFICERS .....	5
8.	CORPORATE EXISTENCE .....	5
9.	BYLAWS .....	6
10.	AMENDMENTS TO ARTICLES OF INCORPORATION.....	6
11.	REGISTERED OFFICE AND REGISTERED AGENT .....	6
12.	BUDGET AND EXPENDITURES.....	6
13.	SUBSCRIBER.....	6
14.	INDEMNIFICATION OF OFFICERS AND DIRECTORS.....	7
15.	DISSOLUTION OF THE ASSOCIATION.....	7

## AMENDMENTS

### ARTICLES OF INCORPORATION

#### WOODMERE LAKES HOMEOWNER'S ASSOCIATION, INC. (A Corporation Not For Profit)

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

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit the original developer previously formed ~~undersigned hereby form~~ a corporation for the purposes and with the powers hereinafter set forth, and the members of Woodmere Lakes Homeowner's Association, Inc. ~~to accomplish that end we~~ do hereby adopt and set forth these amendments to the Articles of Incorporation, viz:

#### ARTICLE 1. NAME AND ADDRESS OF CORPORATION

The name of this corporation shall be: **WOODMERE LAKES HOMEOWNER'S ASSOCIATION, INC.** hereinafter in these Articles referred to as the "Association." The principal office place of business of the Association shall be: 530 S. 41 Bypass, 18B, Venice, Florida 34292. The Association's Board of Directors may change the Association's principal office in the manner provided by law. ~~1819 Main Street, Suite 500, Sarasota, Florida 34236.~~

#### ARTICLE 2. CORPORATE PURPOSES

The general nature, objects and purposes of the Association are:

2.1A. To promote the health, safety and social welfare of the owners of all lots ("Homesites") located within the Woodmere Lakes Subdivision (the "Subdivision") that are or hereafter may be, subject to the terms of the Declaration of Restrictions for Homesites in Woodmere Lakes ~~to be~~ originally recorded at Official Records Book 2752, Page 1940 et seq. of in the Public Records of Sarasota County, Florida, as amended from time to time (referred to herein as the "Declaration of Restrictions").

2.2B. To maintain all common areas and other areas for which the obligation to maintain and repair has been delegated to the Association.

2.3C. To collect on behalf of the Association, all assessments levied by the Association against lots owned by members of this Association.



2.4D. To furnish or otherwise provide for such services as may be deemed necessary or desirable by the Board of Directors of the Association and to acquire such capital improvements and equipment as may be related thereto.

2.5E. To provide, purchase, acquire, replace, improve, maintain and repair such improvements to the common areas, including, without limitation, buildings, structures, streets, sidewalks, street lights, landscaping, equipment, furniture and furnishings, both real and personal, as the Board of Directors of the Association, in its discretion, determines to be necessary or desirable for the promotion of the health, safety and social welfare of the members of the Association.

2.6F. To carry out all of the duties and obligations assigned to it as an Association under the terms of the Declaration of Restrictions for Homesites at in Woodmere Lakes and Chapter 720, Florida Statutes (herein, the "Homeowners Association Act").

2.7G. To operate without profit and for the sole and exclusive benefit of its members.

### **ARTICLE 3. GENERAL POWERS**

The general powers that the Association shall have are as follows:

3.1A. To purchase, accept, lease or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in the Declaration of Restrictions, these Articles of Incorporation and Bylaws and not forbidden by the laws of the State of Florida.

3.2B. To establish a budget and to fix assessments to be levied against all lots which are subject to assessment pursuant to the aforesaid Declaration of Restrictions for the purpose of defraying the expenses and costs of effectuating the objects and purposes of the Association and to create, at its election, reasonable reserves for such expenditures, including a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance, improvements and replacements.

3.3C. To place liens against any Homesite subject to assessment for delinquent and unpaid assessments or charges and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments and charges for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

3.4D. To hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in these Articles of Incorporation.

3.5E. To adopt, promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

3.6F. To delegate such of the powers of the Association as may be deemed to be in the Association's best interest by the Board of Directors.

3.7G. To charge recipients of services rendered by the Association and users of property of the Association where such is deemed appropriate by the Board of Directors.

3.8H. To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the Association.

3.9I. To enforce by any and all lawful means the provisions of these Articles of Incorporation, the Bylaws of the Association which may be hereafter adopted and the terms and provisions of the aforesaid Declaration of Restrictions.

3.10J. In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

#### **ARTICLE 4. MEMBERS**

The members of this Association shall consist of all owners of Homesites that are made subject to the provisions of said Declaration of Restrictions. Owners of such Homesites shall automatically become members upon acquisition of the fee simple title to their respective Homesites. ~~The Association shall have two (2) classes of membership, Class "A" and Class "B". Class "A" members shall be those Members who have received title to a Homesite from Declarant (as defined in the Declaration of Restrictions) or Declarant's successors in interest. The Class "B" Member shall be the Declarant. Each such party~~ Every owner of a Homesite is hereinafter sometimes referred to as a "Member".

The membership of any Member in the Association shall automatically terminate upon conveyance or other divestment of title to such Member's Homesite, except that nothing herein contained shall be construed as terminating the membership of any Member who may own two (2) or more Homesites so long as such Member owns at least one (1) Homesite.

The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Homesite which is the basis of such Member's membership in the Association.

The Secretary of the Association shall maintain a roster list of the Members of the Association. Whenever any person or entity becomes entitled to membership in the Association, it shall become such party's duty and obligation to so inform the Secretary in writing, giving such party's name, address and Homesite number; provided, however, that any notice given to or vote accepted from the prior owner of such Homesite before receipt of written notification of change of ownership shall be deemed to be properly given or received. The Secretary may, but shall not be required to, search the Public Records of Sarasota County or make other inquiry to determine the status and correctness of the list of Members of the Association maintained by the Secretary and shall be entitled to rely upon the Association's records until notified in writing of any change in ownership.

## **ARTICLE 5. VOTING**

Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to one (1) vote for each Homesite in which the Member holds a fee simple ownership. When more than one (1) person holds such interest in any one Homesite, all such persons shall be Members and the vote attributable to such Homesite may be cast by any of such joint owners. In the event more than one (1) of the joint owners attempts to cast the vote to which their Homesite is entitled, said vote shall be apportioned equally among such of the joint owners as cast the vote. Except where otherwise required by law or by the provisions of said Declaration of Restrictions, ~~or~~ these Articles or the Bylaws, the affirmative vote of a majority of Members represented at any meeting of the Members duly called and at which a quorum is present shall be binding upon the Members.

## **ARTICLE 6. BOARD OF DIRECTORS**

6.1A: The affairs of the Association shall be managed by a Board of Directors initially consisting of three (3) Directors. The number of Directors comprising succeeding Boards of Directors shall be determined as provided in the By-laws, but in no event shall there be less than three (3) or more than five (5) Directors.

6.2B: All Directors shall be appointed by and shall serve as is provided in the By-laws.

6.3C: All Directors ~~who are not subject to appointment by Declarant~~ shall be elected by majority vote of those Members ~~other than Declarant~~ present at a meeting at which a quorum of Members is present.

6.4D: All Directors, whether appointed or elected, shall serve for terms in accordance with the provisions of the Bylaws and Florida law.

~~E. The names and addresses of the persons constituting the first Board of Directors who shall hold office until the first annual meeting of Members to be held in the year 1995 and until their successors are elected or appointed and have qualified, are as follows:~~

<del>NAME</del>	<del>ADDRESS</del>
<del>David H. Rekow</del>	<del>1819 Main Street, Suite 500, Sarasota, Florida 34236</del>
<del>David L. Hahn</del>	<del>1819 Main Street, Suite 500, Sarasota, Florida 34236</del>
<del>M. Bret Hill</del>	<del>1819 Main Street, Suite 500, Sarasota, Florida 34236</del>

#### **ARTICLE 7. OFFICERS**

~~A. The officers of the Association, to be elected by the Board of Directors, shall be a President, a Vice-President, a Secretary, a Treasurer, and such other officers as the Board shall deem appropriate from time to time as is provided in the By-laws. The affairs of the Association shall be administered by such officers under the direction of the Board of Directors. Officers shall be elected for a term of one (1) year in accordance with the procedure set forth in the By-laws~~

~~B. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors to be held in the year 1995 and until their successors are duly elected and qualified, are as follows:~~

<del>NAME</del>	<del>OFFICE</del>
<del>David H. Rekow</del>	<del>President</del>
<del>David L. Hahn</del>	<del>Vice-President</del>
<del>M. Bret Hill</del>	<del>Secretary</del>
<del>Rose Brasgalla</del>	<del>Treasurer</del>

#### **ARTICLE 8. CORPORATE EXISTENCE**

The Association shall have perpetual existence.

**ARTICLE 9.  
BYLAWS**

The first Board of Directors of the Association previously adopted shall ~~adopt~~ Bylaws consistent with these Articles. Thereafter, the Bylaws may be altered, amended or rescinded by a majority vote of the Directors in the manner provided by such Bylaws.

**ARTICLE 10.  
AMENDMENTS TO ARTICLES OF INCORPORATION**

These Articles may be altered, amended or repealed by resolution of the Board of Directors. ~~No amendment affecting the rights of Declarant shall be effective without the prior written consent of Declarant.~~

**ARTICLE 11.  
REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the corporation shall be at 4310 Manfield Drive, Venice, FL 34293 ~~240 South Pineapple Avenue, Sarasota, Florida 34236~~, and the registered agent at such address shall be William Godwin Malcolm J. Pitchford. The Association ~~corporation~~ may, however, maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

**ARTICLE 12.  
BUDGET AND EXPENDITURES**

The Association shall obtain funds with which to operate by annual assessment of its Members in accordance with the provisions of the Declaration of Restrictions, as the same may be supplemented by the provisions of the Association's Articles and By-laws. Accordingly, the Board of Directors shall annually adopt a budget for the operation of the Association for the ensuing year and for the purpose of levying assessments against all Homesites subject to assessment, which budget shall be conclusive and binding upon all persons; provided, however, that the Board of Directors may thereafter at any time approve or ratify variations from such budget.

**ARTICLE 13.  
SUBSCRIBER**

The name and street address of the original subscriber of these Articles is:

<b>NAME</b>	<b>ADDRESS</b>
Linette M. Pelletier	240 South Pineapple Avenue Sarasota, FL 34236

**ARTICLE 14.**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Association shall indemnify and hold harmless every officer, director, and committee member against any and all expenses, including counsel and paralegal fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

**ARTICLE 15.**  
**DISSOLUTION OF THE ASSOCIATION**

~~15.1A.~~ Upon expiration of the term of the Declaration of Restrictions, the Association may be dissolved upon resolution to that effect being approved by two-thirds (2/3) of the Members of the Board of Directors, and, if a judicial decree is necessary at the time of dissolution, then after receipt of an appropriate decree as provided for in Section 617.05, Florida Statutes (1988), or any statute of similar import then in effect.

~~15.2B.~~ Upon dissolution of the Association, all of its assets remaining after provision for payment of creditors and all costs and expenses of such dissolution shall be distributed in the following manner:

(1) Any property determined by the Board of Directors of the Association to be appropriate for dedication to any applicable municipal or other governmental authority may be dedicated to such authority provided the authority is willing to accept the

(2) All remaining assets, or the proceeds from the sale of such assets, shall be apportioned among the Homesites subject to assessment in equal shares, and the share of each shall be distributed to the then owners thereof.

~~IN WITNESS WHEREOF, I, the undersigned subscriber, have hereunto set my hand and seal this 28th day of February, 1995, for the purpose of forming this non-profit~~

~~corporation under the laws of the state of Florida, and I hereby make and file in the office of the Secretary of State of the state of Florida these Articles of Incorporation and certify that the facts herein stated are true.~~

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---

Linette M. Pelletier  
Subscriber

~~Having been named Registered Agent to accept service of process for Woodmere Lakes Homeowner's Association, Inc. at the registered office designated in the Articles, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 617.0503, Florida Statutes.~~

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Malcolm J. Pitchford  
Registered Agent

**WOODMERE LAKES HOMEOWNER'S ASSOCIATION, INC.**

**BYLAWS**

**AMENDMENTS**

**TABLE OF CONTENTS**

<b><u>Article</u></b>	<b><u>Description</u></b>	<b><u>Page No.</u></b>
<b>1.</b>	<b>NAME, PRINCIPAL OFFICE AND DEFINITIONS .....</b>	<b>1</b>
	1.1 Name .....	1
	1.2 Principal Office.....	1
	1.3 Definitions.....	1
<b>2.</b>	<b>ASSOCIATION, MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES .....</b>	<b>1</b>
	2.1 Membership .....	1
	2.2 Place of Membership Meetings.....	1
	2.3 Annual Membership Meetings .....	1
	2.4 Special Membership Meetings.....	2
	2.5 Notice of Membership Meetings .....	2
	2.6 Waiver of Notice .....	2
	2.7 Adjournment of Meetings.....	3
	2.8 Voting .....	3
	2.9 Proxies.....	3
	2.10 Majority.....	4
	2.11 Quorum .....	4
	2.12 Conduct of Meetings .....	4
	2.13 Written Action Without a Meeting .....	4
	2.14 Right to Speak.....	4
	2.15 Minutes of Meeting .....	4
<b>3.</b>	<b>BOARD OF DIRECTORS, NUMBER, POWERS, MEETINGS .....</b>	<b>5</b>
	3.1 Governing Body; Composition .....	6
	3.2 Number of Directors.....	6
	3.3 Nominating Committee .....	6
	3.4 Election of Directors.....	7
	3.5 Director Terms of Office.....	8
	3.6 Removal of Directors and Vacancies.....	9
	3.7 Organizational Meetings .....	10
	3.8 Regular Meetings.....	10
	3.9 Notice of Board Meetings .....	10
	3.10 Waiver of Notice .....	10



3.11	Quorum of Board of Directors .....	10
3.12	Compensation of Directors .....	11
3.13	Conduct of Board Meetings .....	11
3.14	Open Board Meetings .....	11
3.15	Powers .....	11
3.16	Right to Attend .....	13
3.17	Management .....	13
3.18	Accounts and Reports .....	14
3.19	Borrowing .....	14
3.20	Rights of the Association .....	14
3.21	Enforcement .....	14
3.22	Notice .....	15
3.23	Hearing .....	15
3.24	Additional Enforcement Rights .....	15
3.25	Preparation and Promulgation of Budget .....	16
3.26	Failure to Adopt .....	16
3.27	Special Assessments .....	16
<b>4.</b>	<b>OFFICERS .....</b>	<b>17</b>
4.1	Executive Officers .....	17
4.2	Election, Term of Office, and Vacancies .....	17
4.3	Removal .....	17
4.4	Powers and Duties .....	17
4.5	Resignation .....	17
4.6	Agreements, Contracts, Deeds, Leases, Checks, Etc. ....	17
<b>5.</b>	<b>COMMITTEES .....</b>	<b>18</b>
<b>6.</b>	<b>MISCELLANEOUS .....</b>	<b>18</b>
6.1	Fiscal Year .....	18
6.2	Parliamentary Rules. ....	18
6.3	Conflicts .....	18
6.4	Inspection by Members and Mortgagees .....	18
6.5	Rules for Inspection .....	19
6.6	Inspection by Directors .....	19
6.7	Notices .....	19
6.8	Amendment .....	19
6.9	Indemnification .....	20

## AMENDMENTS

### BYLAWS

#### WOODMERE LAKES HOMEOWNER'S ASSOCIATION INC.

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

### ARTICLE 1. I

#### NAME, PRINCIPAL OFFICE AND DEFINITIONS

~~Section 1.1.1~~ **1.1 Name.** The name of the Association shall be **Woodmere Lakes Homeowner's Association, Inc.** (hereinafter sometimes referred to as the "Association").

~~Section 2.1.2~~ **1.2 Principal Office.** The principal office of the Association in the State of Florida shall be located in Sarasota County. The Association may have such other offices, either within or outside the State of Florida, as the Board of Directors may determine or as the affairs of the Association may require.

~~Section 3.1.3~~ **1.3 Definitions.** The words used in these Bylaws shall have the same meaning as set forth in that Declaration of Restrictions for Homesite at Woodmere Lakes (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration") and the Homeowners Association Act (Chapter 720, Florida Statutes), all as amended from time to time, unless the context shall prohibit.

### ARTICLE 2. II

#### ASSOCIATION, MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

~~Section 1.2.1~~ **2.1 Membership.** The members of the Association shall consist of all owners of Homesites that are made subject to the provisions of the Declaration of Restrictions. Owners of such Homesites shall automatically become Members upon acquisition of the fee simple title to their respective Homesites. ~~The Association shall have two (2) classes of membership, Class "A" and Class "B". Class "A" members shall be those Members who have received title to a Homesite from Declarant or Declarant's successors in interest. The Class "B" Member shall be the Declarant so long as the Declarant or its assigns owns any Homesites in the Subdivision. Each such party is hereinafter sometimes referred to as a "Member".~~

~~Section 2.2.2~~ **2.2 Place of Membership Meetings.** Meetings of the Association membership shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Subdivision or as convenient thereto as possible and practical.

~~Section 3.2.3~~ **2.3 Annual Membership Meetings.** ~~The first meeting of the Association, whether a regular or special meeting, shall be held within one (1) year from~~

~~the date of incorporation of the Association. Subsequent annual membership meeting meetings shall be held during the first quarter of each calendar year on a date, place and at a time set by the Board of Directors. The election of directors, if one is required to be held, must be held at, or in conjunction with, the annual membership meeting.~~

~~Section 4.2.4~~ **Special Membership Meetings.** The President may call special membership meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least ten percent (10%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

~~Section 5.2.5~~ **Notice of Membership Meetings.** The Association shall give all members notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the Members not less than fourteen (14) days prior to the membership meeting. A copy of the notice shall also be posted at a conspicuous place on the subdivision property at least fourteen (14) days prior to the membership meeting. The delivery or mailing shall be to the address of the members as it appears on the Association's roster of members. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special membership meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a membership 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 Association, with postage thereon prepaid.

~~Section 6.2.6~~ **Waiver of Notice.** Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

~~Section 7.~~**2.7 Adjournment of Meetings.** If any membership meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy ~~alternate~~, may adjourn the meeting to a time not less than five (5) nor more than ninety (90) ~~thirty (30)~~ days from the date and time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If the date, a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the date, time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least twenty-five percent (25%) of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the votes required to constitute a quorum.

~~Section 8.~~**2.8 Voting.** Each Member, ~~whether a Class "A" or Class "B" Member,~~ shall have one vote for each Homesite which such Member owns. Unless otherwise required by the Homeowners Association Act, or the governing documents, decisions that require a vote of the members must be made by the concurrence of at least a majority of the voting interests present, in person or by proxy, at a membership meeting at which a quorum has been obtained. If a Homesite is owned by multiple individuals, such as a husband and wife, any record owner may vote on behalf of the Homesite. If a Homesite is owned by a corporation, any officer may vote on behalf of said corporation. If a Homesite is owned by a partnership, any general partner may vote on behalf of the partnership. If a Homesite is owned in trust, any trustee of a trust or beneficiary who resides in the home shall be entitled to vote. If a Homesite is owned by a limited liability company, any member or manager may vote on behalf of the limited liability company. Any person with apparent authority asserting the right to vote on behalf of a Homesite owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Homesite, unless the Homesite has filed voting instructions with the Association designating some other person entitled to vote. If multiple owners or non-individual owners of a Homesite cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary.

~~Section 9.~~**2.9 Proxies.** Members may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Declaration, Articles of Incorporation or Bylaws or for any matter that requires or permits a vote of the members. Any proxy shall be effective only for the specific membership meeting for which originally given and any lawfully adjourned thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member voting by proxy. Every

proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth the items for which the proxy holder may vote and the manner in which the vote is to be cast. In order to be effective, a proxy must be delivered to the Association and signed by the person authorized to vote on behalf of the Homesite secretary of the meeting in a sealed envelope at or prior to the time designated in the order of business for delivering proxies.

~~Section 10.~~**2.10 Majority.** As used in these Bylaws, the term "majority" shall mean those votes, Members, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

~~Section 11.~~**2.11 Quorum.** Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of at least thirty percent (30%) the eligible voting interests of the Association ~~alternate of one-third (1/3) of the Members, which shall include Members representing one-third (1/3) of the total vote of the Association,~~ shall constitute a quorum at all membership meetings of the Association.

~~Section 12.~~**2.12 Conduct of Meetings.** At each meeting of the members, the President or any person designated by a majority of the members of the Board of Directors shall act as Chairman of the meeting. The Secretary or in the Secretary's absence or inability to act, any person appointed by the Chairman of the meeting, shall act as Secretary of the meeting and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all the transactions occurring at the meeting.

~~Section 13.~~**2.13 Written Action Without a Meeting.** Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members at a membership meeting. Written actions without a membership meeting shall comply with the requirements of Section 617.0721(4), Florida Statutes.

**2.14 Right to Speak.** Members have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any provision to the contrary in the governing documents or any rules adopted by the Board or by the membership, a member has the right to speak for at least three (3) minutes on any item. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of member and Member statements, which rules must be consistent with this provision and state law.

**2.15 Minutes of Meeting.** The minutes of all meetings of members shall be kept in a book available for inspection by a member or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

**ARTICLE 3. III**  
**BOARD OF DIRECTORS, NUMBER, POWERS, MEETINGS.**

~~A. Composition and Selection~~

~~Section 1.3.1 Governing Body; Composition.~~ The affairs of the Association shall be governed by a Board of Directors, Each director of whom shall have one (1) vote. Except with respect to directors appointed by the Class "B" Member, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. Co-owners of a Homesite cannot simultaneously serve on the Board except as otherwise provided by law. In the case of an Member which is a corporation, limited liability company or partnership, the person designated in writing to the Secretary of the Association as the representative of such legal entity corporation or partnership shall be eligible to serve as a director. A grantor of a trust or a beneficiary of a trust which owns a Homesite shall be deemed a member of the Association and eligible to serve as a director, provided that said beneficiary occupies the Homesite.

~~Section 2. Directors During Class "B" Control.~~ Subject to the provisions of Section 6 below, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

~~2.1 when seventy five percent (75%) of the Homesites to be contained in the Subdivision have certificates of occupancy issued thereon and have been conveyed to persons other than the Declarant or builders holding title solely for purposes of development and sale;~~

~~2.2 December 31, 2010; or~~

~~2.3 when, in its discretion, the Class "B" Member so determines.~~

~~Section 3. Right to Disapprove Actions.~~ This Section 3 may not be amended without the express, written consent of the Class "B" Member as long as the Class "B" membership exists.

~~So long as the Class "B" membership exists, the Class "B" Member shall have a right to disapprove actions of the Board and any committee, as is more fully provided in this Section. This right shall be exercisable only by the Class "B" Member, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:~~

~~No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:~~

~~3.1 The Class "B" Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with Article III, Sections 8, 9, and 10, of these Bylaws and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting; and~~

~~3.2 The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Class "B" Member, its representatives or agents shall make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Class "B" Member shall have and is hereby granted a right to disapprove any such action, policy, or program authorized by the Board of Directors or any committee thereof and to be taken by the Board, such committee, the Association, or any individual Member of the Association, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Class "B" Member, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provision hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.~~

~~Section 4.3.2 **Number of Directors.** Subject to the provisions of Article XII, Section A, subsection 6.3 The number of Directors in the Association shall be five (5) not less than three (3) nor more than five (5), as provided in Section 6 below. The initial Board shall consist of three (3) Members as identified in the Articles of Incorporation.~~

~~Section 5.3.3 **Nominating Committee** Nomination of Directors. Except with respect to directors selected by the Class "B" Member, nominations for election to the Board of Directors shall be made by a "Nominating Committee". The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and at least three (3) Members of the Association. The Nominating Committee may shall be appointed by the Board of Directors not less than sixty (60) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall encourage qualified candidates to run for office but shall not make as many nominations for each election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall not also be permitted from the floor of the membership meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the~~

Members and to solicit votes pursuant to Rules and Regulations promulgated by the Association.

~~Section 6.~~ **3.4 Election of Directors.** The election of directors shall be conducted in the following manner and Term of Office. Notwithstanding any other provision contained herein:

3.4.1 Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary.

3.4.2 Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Member entitled to a vote, a first notice of the date of the election. Any Member or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before a scheduled election. The Association shall then mail or deliver a second notice of the membership meeting at least fourteen (14) days and no more than thirty-four (34) days prior to the membership meeting, which notice must include an agenda, to all Members eligible to vote therein, together with a written ballot which shall list all director candidates. The Association shall also mail to each eligible Member two envelopes in which to cast their secret director election ballot. The first envelope shall be smaller and shall be labeled "BALLOT" with no other identifying markings. The second envelope shall be large enough to hold the smaller "BALLOT" envelope and shall contain lines in the upper left-hand corner of the face of the larger envelope for the Member to print and sign their name and include their lot address or lot number. Upon request of a director candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches, which may be furnished by the director candidate not less than thirty-five (35) days before the election, to be included with the mailing of the director ballot, with the costs of mailing or delivery and copying to be borne by the Association.

3.4.3 The election shall be by secret written ballot. Directors shall be elected by a plurality of the votes cast, each Member being entitled to cast his or her vote for each of as many directors as there are vacancies to be filled. Unless a member's voting rights have been suspended by the Association, each Member shall be entitled to vote in the election of directors. No Member shall permit another person to cast his or her director ballot and any such ballots improperly cast shall be deemed invalid, except for a Member who needs assistance in voting due to blindness, disability, or inability to read or write.

3.4.4 There shall be no quorum requirement or minimum number of votes necessary for election of Board of Directors. However, at least twenty percent (20%) of the eligible votes must cast a ballot in order for the director election to be valid. Proxies shall not be used in the election of directors.

3.4.5 Election and balloting are not required unless more director candidates file notices of intent to run or are nominated than there are vacancies on the Board.



~~6.1 Within sixty (60) days after the time Class "A" Members, other than the Declarant or a builder holding title solely for purposes of development and sale, own twenty five percent (25%) of the Homesites which may be ultimately included in the Subdivision (whether or not currently included) or whenever the Class "B" Member earlier determines, the Association shall call a special meeting at which Members representing the Class "A" Members shall elect one (1) of the three (3) directors. The remaining two (2) directors shall be appointees of the Class "B" Member. The director elected by the Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection (b) below, whichever is shorter.~~

~~6.2 Within sixty (60) days after the time Class "A" Members, other than the Declarant or a builder holding title solely for the purposes of development and sale, own fifty percent (50%) of the Homesites which may be ultimately included in the Subdivision (whether or not currently included) or whenever the Class "B" Member earlier determines, the Board shall be increased to five (5) directors. The Association shall call a special meeting at which Members representing the Class "A" Members shall elect two (2) of the five (5) directors, who shall serve as at large directors. The remaining three (3) directors shall be appointees of the Class "B" Member. The directors elected by the Members shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of two (2) years or until the happening of the event described in subsection 6.3 below, whichever is shorter. If such directors' terms expire prior to the happening of the event described in subsection 6.3 below, successors shall be elected for a like term.~~

**3.5 Director Terms of Office.** ~~6.3 At the first annual meeting of the membership after the termination of the Class "B" Control Period (being the period set forth in Section 2 above), the directors shall be selected as follows: All directors shall be elected by a plurality of the votes cast. the majority vote of all Members. At turnover, three (3) directors were shall be elected for a term of two (2) years and two (2) directors were shall be elected for a term of one (1) year. In addition, so long as the Declarant owns any portion of the Properties primarily for development and/or resale, it shall be entitled to appoint an additional director to the Board of Directors, who shall serve at the pleasure of the Declarant. At the expiration of the initial term of office of each elected member of the Board of Directors, and At each annual meeting thereafter, a successor director shall be elected to serve for a term of two (2) years. The Board of Directors may reassign a one (1) year term of office if necessary to re-implement the proper staggering of director terms of office.~~

Each Member shall be entitled to cast one (1) vote with respect to each director vacancy to be filled from each slate on which such Member is entitled to vote. There shall be no cumulative voting. The directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve no more than three (3) consecutive terms of office. However, directors may serve additional terms of office if there are not enough director candidates willing to serve on the Board.

~~Section 7.3.6~~ **Removal of Directors and Vacancies.** Any director elected by the Members may be removed, with or without cause, by a majority of the total voting interests of the Association. Directors may be recalled by an agreement in writing or by written ballot without a membership meeting. All director recalls shall follow the procedures set forth in Section 720.303(10), Florida Statutes. ~~the vote of Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.~~

Any director elected by the Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any Assessment or other charge due the Association for more than ninety (90) ~~thirty (30)~~ days shall be deemed to have automatically be removed from their office may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the director's term. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board, and it may appoint a successor. A person who is delinquent in the payment of any fee, fine, or other monetary obligation to the Association for more than ninety (90) days is not eligible for Board membership. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, is not eligible for Board membership unless such felon's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board. The validity of any action by the Board is not affected if it is later determined that a member of the Board is ineligible for Board membership.

Any election dispute between a member and an Association must be submitted to mandatory binding arbitration with the Division. Such proceedings must be conducted in the manner provided by s. 718.1255 and the procedural rules adopted by the Division. Any vacancy occurring on the Board before the expiration of a term may be filled by an affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. In the alternative, the Board may hold an election to fill the vacancy, in which case the election procedures must conform to the requirements of the governing documents. Unless otherwise provided in the Bylaws, a Board member appointed or elected under this section is appointed for the unexpired term of the seat being filled. Filling vacancies created by recall is governed by s. 720.303(10) and rules adopted by the Division.

~~B. Meetings.~~

~~Section 8.~~**3.7 Organizational Meetings.** The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such date, time and place as shall be fixed by the Board.

~~Section 9.~~**3.8 Regular Meetings.** Regular meetings of the Board of Directors may be held at such date, time and place as shall be determined from time to time by a majority of the Board of Directors, ~~but commencing with termination of the Class "B" Control Period, at least four (4) such meetings shall be held during each fiscal year and at least one (1) per quarter.~~ Notice of the date, time and place of the Board meeting shall be communicated to all directors not less than forty-eight (48) hours ~~four (4)~~ days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

~~Section 10.~~**3.9 Notice of Board Special Meetings.** Board Special meetings of the ~~Board of Directors~~ shall be held when called by written notice signed by the President of the Association or by any three (3) directors. The notice shall specify the date, time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d) by telegram, charges prepaid; or (e) by email, telecopier or facsimile transmission. All such notices shall be given at the director's telephone number, email address or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, email, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least forty-eight (48) ~~seventy-two (72)~~ hours before the time set for the meeting, except in an emergency.

~~Section 11.~~**3.10 Waiver of Notice.** The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

~~Section 12.~~**3.11 Quorum of Board of Directors.** At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present (in person or by telephone conference call with a speaker at the meeting site) at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a

quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting until a quorum is present ~~to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called~~. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

~~Section 13.~~**3.12 Compensation of Directors.** No director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the voting interests ~~total Class "A" vote~~ of the Association at a regular or special membership meeting of the Association; provided any director may be reimbursed for reasonable costs and expenses incurred on behalf of the Association upon the prior approval of a majority of the other directors present at a duly-noticed Board meeting at which a quorum is obtained.

~~Section 14.~~**3.13 Conduct of Board Meetings.** At each meeting of the Board members, the President or any person designated by a majority of the members of the Board of Directors shall act as Chairman of the meeting. The Secretary, or in the Secretary's absence or inability to act, any person appointed by the Chairman of the meeting shall act as Secretary of the meeting and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all the transactions occurring at the meeting.

~~Section 15.~~**3.14 Open Board Meetings.** Subject to Section 720.303(2), Florida Statutes ~~the provisions of Section 16 of this Article~~, all meetings of the Board shall be open to all Members, except for meetings regarding personnel matters and meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. The provisions of this subsection shall also apply to the meetings of any committee or other similar body when a final decision will be made regarding the expenditure of Association funds and to meetings of any body vested with the power to approve or disapprove architectural decisions with respect to a specific Homesite

~~Section 17.~~**3.15 Powers.** The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do or cause to be done all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members or the membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition the duties imposed by these Bylaws or by a resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

~~17.13.15.1~~ preparation and adoption of annual budgets in which there shall be established the contribution of each Member to the Assessments;

~~17.23.15.2~~ making special and regular Assessments to defray the common expenses, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of the Assessment.

~~17.33.15.3~~ providing for the operation, care, upkeep, and maintenance of all of the Common Areas;

~~17.43.15.4~~ designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

~~17.53.15.5~~ collecting the Assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the Board of Directors' best business judgment, in depositories other than banks;

~~17.63.15.6~~ making and amending Rules and Regulations;

~~17.73.14.7~~ opening of bank accounts on behalf of the Association and designating the signatories required;

~~17.83.15.8~~ making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

~~17.93.14.9~~ enforcing by any and all legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association;

~~17.103.15.10~~ obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

~~17.113.15.11~~ paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Members;

~~17.123.15.12~~ keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

~~17.133.15.13~~ making available to any prospective purchaser of a Homesite, any Member, any First Mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Homesite, current copies of the Declaration, the Articles of Incorporation, the Bylaws, Rules and Regulations governing the Homesite and all other books, records, and financial statements of the Association; and

~~17.143.15.14~~ permitting utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Subdivision.

**3.16 Right to Attend.** Except as otherwise provided in Article 3.14 of these Bylaws or the Homeowners Association Act, Members have the right to attend all meetings of the Board. The right to attend such meetings includes the right to speak at such meetings with reference to all designated items. The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, meetings between the Board or a committee and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to the Members. but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may adjourn any meeting of the Board of Directors and reconvene in executive session, excluding Members, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

~~Section 16. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.~~

~~e. Powers and Duties.~~

~~Section 18.~~ **3.17 Management.** The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth above, in subsections ~~17.1, 17.2, 17.6, 17.7 and 17.9 of Section 17 of this Article.~~ The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

~~Section 19.~~**3.18 Accounts and Reports.** The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

~~19.13.18.1~~ 19.13.18.1 accrual accounting, as defined by generally accepted accounting principles, consistently applied, shall be employed;

~~19.23.18.2~~ 19.23.18.2 accounting and controls should conform to generally accepted accounting principles;

~~19.33.18.3~~ 19.33.18.3 cash accounts of the Association shall not be commingled with any other accounts;

~~19.43.18.4~~ 19.43.18.4 no remuneration shall be accepted from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

~~19.63.18.5~~ 19.63.18.5 an annual financial report that complies with the requirements of Section 720.303(7), Florida Statutes consisting of at least the following shall be distributed to all members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year.' The annual report referred to above shall be prepared, following the Class "B" Control Period, on an audited or reviewed basis, as determined by the Board, by an independent public accountant.

~~Section 20.~~**3.19 Borrowing.** The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Common Areas without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain the approval of a majority of the Members. Notwithstanding anything to the contrary contained in the Declaration, these Bylaws, or the Articles of Incorporation, ~~during the Class "B" Control Period~~, no mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent, or any combination thereof, of Members representing at least fifty-one percent (51%) of the Members ~~other than the Declarant and the Declarant's nominees.~~

~~Section 21.~~**3.20 Rights of the Association.** With respect to the Common Area, and in accordance with the Articles of Incorporation and the Declaration, the Association shall have the right to contract with any person for the performance of various duties and functions.

~~Section 22.~~**3.21 Enforcement.** The Board shall have the power to impose reasonable fines, which fines of One Thousand Dollars (\$1,000.00) or more shall constitute a lien upon the Homesite of the violating Member, to suspend an Member's right to vote or to use the Common Area, and to exclude contractors, subcontractors,

agents and other invitees of a Member or occupant from the Subdivision for violation of any duty imposed under the Declaration, these Bylaws, any Rules and Regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit an Member's or occupant's ingress and egress to or from a Homesite. In the event that any occupant of a Homesite violates the Declaration, Bylaws, or a Rule or Regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Member shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any Rule or Regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

**22.13.22 Notice.** Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) ~~ten (10)~~ days within which the alleged violator may present a written request to the Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within fourteen (14) ~~ten (10)~~ days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

**22.23.23 Hearing.** A fine or suspension may not be imposed without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held in executive session affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) ~~ten (10)~~ day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules.

**22.43.24 Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or



in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Member or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred by the Association.

~~Section 23.~~ Budget Procedures.

~~23.~~**13.25 Preparation and Promulgation of Budget.** It shall be the duty of the Board annually and at least fourteen (14) ~~thirty (30)~~ days prior to the Board meeting at which the budget shall be presented to the Members to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget may include a capital contribution establishing a reserve fund, in accordance with a reserve budget separately prepared, and shall separately list general and specific expenses, if any. The Board shall cause a copy of the Common Expense budget, and the notice of the Assessment amount, to be delivered to each Member at least fourteen (14) ~~fifteen (15)~~ days prior to the Board meeting. The budget and corollary Assessment shall become effective unless disapproved at the meeting by a vote of at least a majority of the total Association Members ~~and by the Class "B" Member~~, if such exists. There shall be no obligation to call a membership meeting for the purpose of considering the budget except on petition of the Members as is provided for special meetings in the Bylaws, which petition must be presented to the Board within ten (10) days of delivery of the notice of Assessment.

~~23.~~**23.26 Failure to Adopt.** Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each Member shall pay the increase, if any, in the Assessment from the beginning of such year at the time the next installment is due.

~~Section 24.~~**3.27 Special Assessments.** In addition to the annual Assessments authorized herein, the Association, through the Board, may levy ~~as~~ against Improved Homesites, Special Assessments applicable to that year only, provided any such assessment which would exceed    per Improved Homesite payable in one (1) year shall require the affirmative vote of a majority of the Members of the Association ~~and the affirmative vote or written consent of the Class "B" Member, if such exists.~~ Such special Assessment shall be for the purpose of defraying, in whole or in part, the cost of any acquisition construction or reconstruction, unexpected expense or repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto or to supplement the annual Assessment

~~Section 25. Option of Declarant. The Declarant shall have the right, but not the obligation, to subsidize, to the extent the Declarant deems advisable any level of Assessments provided for herein, on such terms and for such periods as the Declarant shall deem advisable.~~

## **ARTICLE 4. IV OFFICERS**

~~Section 1.~~ **4.1 Executive Officers.** The officers of the Association shall be President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Two (2) or more offices may be held by the same person, except the offices of President and Secretary shall not be held by the same person.

~~Section 2.~~ **4.2 Election, Term of Office, and Vacancies.** The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any director office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

~~Section 3.~~ **4.3 Removal.** Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

~~Section 4.~~ **4.4 Powers and Duties.** The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

~~Section 5.~~ **4.9 Resignation.** Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

~~Section 6.~~ **4.10 Agreements, Contracts, Deeds, Leases, Checks, Etc.** All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Director. All contracts as further described in

this section or any contract that is not to be fully performed within one (1) year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under the Homeowners Association Act or the governing documents, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten percent (10%) of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment, or services. Nothing contained in this section shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services are not subject to the provisions of this section.

## **ARTICLE 5. V COMMITTEES**

Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

## **ARTICLE 6. VI MISCELLANEOUS**

~~Section 1.~~**6.1 Fiscal Year.** The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year, January 1 through December 31.

~~Section 2.~~**6.2 Parliamentary Rules.** Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration, or these Bylaws.

~~Section 3.~~**6.3 Conflicts.** If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

~~Section 4. Books and Records.~~

~~4.~~**6.4 Inspection by Members and Mortgagees.** The Declaration and Bylaws, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any Institutional Mortgagee, Member of the Association, or by his her or its duly appointed

representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Subdivision as the Board shall prescribe.

**4.26.5 Rules for Inspection.** The Board shall establish reasonable rules with respect to:

- 4.2.16.5.1 notice to be given to the custodian of the records;
- 4.2.26.5.2 hours and days of the week when such an inspection may be made; and
- 4.2.36.5.3 payment of the cost of reproducing copies of documents requested.

**4.36.6 Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

~~Section 5.6.7 Notices.~~ Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid. The Association may also give notice by electronic or digital transmission in the manner authorized by the Homeowners Association Act for meetings of the Board of Directors, committee meetings requiring notice, and membership meetings; however, a Member must consent in writing to receive such notice by electronic or digital transmission.

~~5.16.7.1~~ If to a Member or Member, at the address which the Member or Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Homesite of such Member or Member; or

~~5.26.7.2~~ If to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

~~Section 6.6.8 Amendment.~~ ~~Until termination of the Class "B" Control Period, Declarant may unilaterally amend these Bylaws. After such termination, the Declarant may unilaterally amend these Bylaws at any time and from to time if such amendment is (a) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule, regulation or requirement, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Homesites; (c) required by an institutional or governmental lender or~~

~~purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, the veteran's Administration and/or the Farmers Home Administration to enable such lender or purchaser to make or purchase mortgage loans on the Homesites; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Homesites; or (e) necessary to correct any scrivener's error; provided, however, any such amendment shall not adversely affect the title to any Homesite unless the Member shall consent thereto in writing. So long as Declarant still owns property described in the Declaration for development as part of the Subdivision, the Declarant may unilaterally amend these Bylaws for any other purpose, provided the amendment has no material adverse effect upon any right of any Member. Thereafter or otherwise, These Bylaws may be amended only by the affirmative vote (in person or by proxy alternate) or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes in the Association, including sixty-seven percent (67%) of the votes held by Members other than the Declarant, and the consent of the Class "B" Member, so long as such membership exists. However, the percentage of votes necessary to amend a specific clause shall be not less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the Public Records of Sarasota County, Florida, along with a Certificate of Amendment executed with the formalities of a deed.~~

~~No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.~~

~~**Section 7.6.9 Indemnification.** The Association shall indemnify and hold harmless every officer, director, and committee member against any and all expenses, including counsel and paralegal fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member.~~

~~The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment.~~

~~Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.~~