

*THE LAW OFFICES OF*  
**KEVIN T. WELLS, P.A.**

KEVIN T. WELLS, ESQ.  
DAVID C. MEYER, ESQ., L.L.M.\*

22 S. LINKS AVENUE SUITE 301  
SARASOTA, FL 34236  
TELEPHONE (941) 366-9191  
FACSIMILE (941) 366-9292  
EMAIL KEVINWELLS@MINDSPRING.COM  
EMAIL DAVIDMEYER@MINDSPRING.COM

August 21, 2007

CONDOMINIUM, HOMEOWNER,  
COOPERATIVE, MASTER  
AND COMMUNITY ASSOCIATIONS  
CIVIL LITIGATION

---

\*LLM - REAL PROPERTY  
AND LAND DEVELOPMENT

Village Green of Bradenton Condominium,  
Section 9, Association, Inc.  
c/o Mr. Tom Condron, Manager  
Holmes Beach Property Management, LLC  
P.O. Box 1607  
Holmes Beach, FL 34218

Re: Recorded Condominium Documents

Dear Tom:

As provided by the title company, enclosed is a complete set of the condominium documents which the title company states are recorded in the Public Records of Manatee County, Florida. The documents are as follows:

	<u>DOCUMENT</u>	<u>BOOK/PAGE</u>
1.	Declaration of Condominium	940/215
2.	First Amendment to Declaration of Condominium	964/1897
3.	Certificate of Amendment to the Declaration of Condominium	1043/1643
4.	Certificate of Amendment to the Declaration of Condominium	1183/3008
5.	Certificate of Amendment of Declaration of Condominium	1278/3208
6.	Certificate of Amendment to the Declaration of Condominium	1380/1065
7.	Certificate of Amendment to the Declaration of Condominium	1497/1056
8.	Certificate of Amendment Declaration of Condominium	1594/5280

Please maintain a copy of the enclosed documents in the official records of the Association. Pursuant to Section 718.111(12)(c), Florida Statutes, the Association must maintain an adequate number of copies of the recorded governing documents to ensure their availability to owners and prospective purchasers upon request. The Association may charge its actual costs for preparing and furnishing these documents.

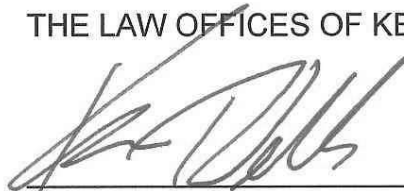
Village Green of Bradenton Condominium,  
Section 9, Association, Inc.  
c/o Mr. Tom Condrón, Manager  
August 21, 2007  
Page 2 of 2

Also enclosed is a copy of the title company's invoice for providing the recorded documents. We have paid this invoice and the amount will be charged on the Association's next billing statement.

If you or another Association representative has a question or comment concerning this or any other matter, please let me know.

Very truly yours,

THE LAW OFFICES OF KEVIN T. WELLS, P.A.

  
\_\_\_\_\_  
Kevin T. Wells, Esq.

KTW/elp  
Enclosures



**ATTORNEYS' TITLE  
INSURANCE FUND, INC.**

SARASOTA/MANATEE BRANCH  
P.O. BOX 628601  
ORLANDO, FL 32862-8601  
FOR PRODUCT QUESTIONS: 1-941-753-9200  
FOR BILLING QUESTIONS: 1-800-275-2843

Account : 1510701

Invoice No : 157000159500

Deliver To :

Name : ATIF INC SARASOTA/MANATEE BRAN

Order Date : 08/17/2007

Address : 6408 PARKLAND DR STE 105

Invoice Date : 08/17/2007

SARASOTA, FL 342350000

Order No : 15-2007-001595

Ordered By : KEVIN WELLS

Product Code : 352 CONDOMINIUM DOCUMENTS

Legal/Name Searched : VILLAGE GREEN OF BRADENTON, SECTION 9, CB 9-7  
9

Name : ATIF INC SARASOTA/MANATEE BRAN

Address : 6408 PARKLAND DR STE 105

SARASOTA, FL 342350000

Responsible Attorney :

Customer Ref : VILLAGE GREEN

Payment Method :

Title Information : 75.00

Fund Direct :

Rush :

OTHER :

Total : 75.00

Invoice is DUE AND PAYABLE UPON RECEIPT

DECLARATION OF CONDOMINIUM

694395

of

VILLAGE GREEN OF BRADENTON CONDOMINIUMSECTION 9

KNOW ALL MEN BY THESE PRESENTS, that U.S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, hereinafter called Developer, does hereby submit to condominium ownership pursuant to Chapter 718, Florida Statutes, 1977, the following-described land and improvements thereon and all improvements hereafter erected thereon, situate, lying and being in the County of Manatee, State of Florida, to wit:

SEE SCHEDULE I ATTACHED HERETO AS A PART HEREOF and that said property shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements:

1. THE CONDOMINIUM ACT. Chapter 718, Florida Statutes, 1977, is incorporated herein by reference and all provisions thereof shall apply to this condominium to the extent that said statute is not inconsistent with the provisions contained in this Declaration.

2. NAME. The name by which this condominium shall be known and identified is VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9.

3. SURVEY AND PLOT PLAN. A survey of said land and plot plan locating the improvements thereon and identifying each condominium unit and the common elements and their relative locations and approximate dimensions are attached hereto as Exhibit "A" and are recorded in Condominium Book 9 at Pages 79,80, Public Records of Manatee County, Florida. The locations, dimensions, descriptions, identification and numbering of the respective condominium units shall be described in Exhibit "A" and any subsequent



amendments thereto as hereinafter provided. A unit shall consist of the space defined in Exhibit "A". In the event that the actual physical location of any unit at any time does not precisely coincide with Exhibit "A" and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in Exhibit "A" and subsequent amendments. In the event of a total or substantial destruction of a building, the locations, dimensions and descriptions of the respective units as contained in Exhibit "A" and subsequent amendments will control. By acceptance of a deed to any condominium unit, the respective grantees agree for themselves, their heirs, successors and assigns and the holders of any mortgages, liens or other interests in or to any unit agree that Developer shall have the right to amend this Declaration and the condominium plat as may be necessary or desirable from time to time to identify, locate and dimension any units which are not completed at the date of this Declaration. Such amendments shall be executed by the Developer and the joinder or further consent of individual unit owners or holders of recorded liens or other interests therein or thereon shall not be required. Amendments shall take effect immediately upon recordation in the Public Records of Manatee County, Florida.

4. OWNERSHIP OF COMMON ELEMENTS AND SHARING COMMON EXPENSES. The ownership and the undivided shares of the respective condominium units in the common elements and the manner of sharing common expenses and owning common surplus shall be as follows:

Each unit shall share equally with all other units and shall have a 1/30th interest therein.

5. COMMON ELEMENTS. Any right, title or interest in

a condominium unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the common elements and a right to use the common elements in conjunction with the owners of the other condominium units. The common elements shall include but not be limited to:

- (a) all of the above-described land;
- (b) all improvements and parts thereof which are not included within the respective condominium units;
- (c) any utility areas and installations and all utility services which are available to more than one unit or to the common elements;
- (d) all parking areas, driveways, sidewalks and other means of ingress and egress;
- (e) all electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication system, and all other ducts, conduits, cables, wire or pipe, within the common elements which are not owned by utility companies;
- (f) all tangible personal property required for the maintenance and operation of the condominium and for the common use and enjoyment of the unit owners;
- (g) any alterations, additions and further improvements to the common elements;
- (h) easements through the units for conduits, ducts, plumbing, wiring and other facilities as may be necessary or desirable for the furnishing of utility services to the various other units and the common elements;

(i) any structural beams, columns, posts, and members within a unit and an easement of support in any portion of a unit which contributes to the support of the building;

(j) any lands and improvements or portions thereof owned by the Association and submitted to condominium ownership hereafter by amendment to this Declaration approved and executed as provided herein for amendments generally, pursuant to the provisions of Section 718.110(6), Florida Statutes, 1977;

The unit owners in the aggregate shall be entitled to equal and full use and enjoyment of all the common elements except as they may be restricted by the reasonable and uniform regulations duly adopted by the Association Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit owners.

6. LIMITED COMMON ELEMENTS. The areas designated upon the condominium plat attached hereto as Exhibit "A" as "limited common elements" or as "LCE" shall be deemed limited common elements reserved for the use and benefit of the owners of the unit or units as may be designated upon said plat or physically identified by unit designation upon signs or other markings placed by the Developer or by the Association from time to time. All limited common elements shall be maintained by the Association.

7. ASSOCIATION. The corporation which will be responsible for the operation of the condominium will be an incorporated association known as VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9, ASSOCIATION, INC., a Florida non-profit corporation, herein referred to as the Association. All persons owning a vested present interest in the fee title

to any of the condominium units, which interest is evidenced by a duly recorded proper instrument in the Public Records of Manatee County, Florida, shall automatically be members of the Association and their respective memberships shall terminate when their vested interest in the fee title terminates. All of the affairs and property of the condominium and of the Association shall be controlled by the officers and board of directors of the Association. A copy of the Articles of Incorporation is attached hereto as Exhibit "B". The Bylaws governing the operation of the condominium and of the Association are attached hereto and marked Exhibit "C". The Association shall have all of the rights and powers provided by the Condominium Act, the corporation statutes, the Articles of Incorporation, the Bylaws and this Declaration.

8. VOTING RIGHTS. Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of joint ownership of a condominium unit, the vote to which that unit is entitled shall be apportioned among the owners as their interest may appear, or may be exercised by one of such joint owners by written agreement of the remainder of such joint ownership.

9. ADDITIONAL DRAINAGE FACILITIES. The property being submitted to condominium ownership by this Declaration is drained through a water retention lake and a drainage easement from the retention lake to public drainage facilities. The retention lake and the drainage easements are located on lands to the North which are not within or adjacent to the lands being submitted to condominium ownership. It is anticipated that this retention lake and drainage easement will be used to drain the lands submitted to condominium

ownership by this Declaration and to drain future condominium developments to be created by the developer. The developer reserves the right to convey title to an undivided interest in the retention lake and the drainage easement to the Association and upon such conveyance the Association shall be responsible for part of the expense of maintenance and operation of the retention lake and the drainage easement. The Association's part of the expense of maintenance and operation of the retention lake and the drainage easement shall be the same as its portional ownership interest as set forth in the conveyancing instrument.

10. COMMON EXPENSES. The common expenses shall include:

- (a) costs of operation, maintenance, repair and replacement of the common elements, limited common elements and roadways;
- (b) cost of fire, windstorm, flood and other property and liability insurance as provided herein.
- (c) costs of management of the condominium and administrative costs of the Association including professional fees and expenses;
- (d) costs of water and sewage service, electricity and other utilities which are not metered to individual condominium units;
- (e) labor, material and supplies used in conjunction with the common elements;
- (f) cost of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the common elements for the benefit of all the members upon a vote of 75% of the unit owners; provided that any institutional first mortgagee holding

title to a unit through foreclosure or conveyance in lieu of foreclosure shall not have to participate in such of the foregoing costs as are incurred without its written consent; and provided further that the foregoing costs shall be paid as common expenses only by the unit owners in this condominium;

(g) the costs of maintaining and operating the drainage facilities described in Paragraph 9 herein;

(h) damages to the condominium property in excess of insurance coverage;

(i) salary of a general manager, if deemed desirable by the membership, and his assistants and agents; and

(j) all other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the condominium property and recreational facilities and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws.

11. MAINTENANCE, REPAIR AND REPLACEMENT.

(a) Unit Owner: Each unit owner shall maintain in good condition and repair everything within the confines of his unit, except that the painting and/or cleaning of the exterior walls and roof surfaces shall be the responsibility of the Association. All plumbing, electrical, heating and air conditioning, appliance, masonry, carpentry, exterior wall and roof repairs, and repair and replacement of windows, screens, or doors, with respect to an individual unit, shall be made by such unit owner.

All such repairs and replacements which are visible from the exterior of a unit shall be identical to the original items so as to maintain a harmonious appearance with the remaining improvements in the condominium. No owner shall paint any exterior wall, door, window, patio or any exterior surface, nor plant any plantings, nor erect any exterior lights, nor erect or attach any structures or fixtures within the common elements, nor make any structural additions or alterations to any unit or to the common elements, without the prior written consent of the Association acting through its Board of Directors. In the event an owner fails to maintain, repair or replace his condominium unit properly, the Association, at the discretion of the Board of Directors, may make such repairs as the Board may deem necessary, and the cost thereof shall be assessed against such defaulting unit owner. The Association shall have a lien against a unit for the cost of any repairs it shall make thereto, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest thereon at the rate of 10% per annum and reasonable attorneys fees incurred by the Association in the collection thereof.

Each unit owner shall pay for all utilities which are separately metered to his unit.

(b) Condominium Association: The Association will be responsible for the maintenance and repair of all common and limited common elements (other than any easements of way over adjoining lands, fee title to which is not subject to condominium purposes hereunder), including all driveways, and for the painting and cleaning of the exterior walls and roof surfaces of the units,



and shall determine the landscaping, exterior color scheme and decoration, and exterior lighting of all buildings and improvements. The Association shall maintain the landscaping and exterior appearance of all the condominium property in a first-class condition, to a standard at least the equivalent of that established by the Developer upon completion of the condominium development. To accomplish its maintenance responsibilities, the Association may employ part-time or full-time agents or contractors, either singly or in conjunction with other condominiums' associations nearby.

12. INSURANCE, DESTRUCTION AND RECONSTRUCTION: As agent for and in behalf of the unit owners and their respective mortgagees, the Association shall obtain and maintain fire and extended coverage insurance and any required flood insurance with a responsible insurance company or companies upon all of the insurable improvements of the entire condominium property, including the common elements, limited common elements, the respective units, and the personal property of the Association, for the full replacement or insurable value thereof. The premium for such insurance shall be paid by the Association and shall be equally assessed in advance to the unit owners as a common expense. In the event that a unit is sold by the developer to a unit owner during a year for which the premium for such insurance shall have already been paid by the Association, the Association shall assess such unit owner his proportionate share of such insurance premium for the next ensuing year at the time such premium becomes due.

The Association's Board of Directors shall have full authority to compromise and settle all claims against its insurance carriers and may institute legal proceedings for the collection thereof. The original policy or policies of insur-



ance shall be held by the Association and the institutional first mortgagees shall be furnished mortgagee endorsements covering their respective interests. Each unit owner shall be responsible for insuring the contents of his unit which belong to him, any improvements made by him within his unit, and any portion of his unit for which he has the responsibility of the maintenance, repair, and replacement, as provided herein.

In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association's Treasurer. If said proceeds are in excess of \$10,000, they shall be immediately paid over to a banking corporation in Manatee County, Florida, having trust powers and selected by the Board of Directors, to be held by such bank in trust to be used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of said Trustee. In the event said proceeds are not sufficient to pay the cost of such reconstruction and the trustee's costs and reasonable fees, the Association shall pay over sufficient additional funds to said trustee as a part of the common expenses of the Association. The Board of Directors shall assess the respective owners of the damaged units an amount determined by the Board to represent their respective portions of such deficiency, and the Association shall have a lien for such amount, plus interest at the rate of 10% per annum from the date of such assessment, and reasonable attorneys fees, to the same extent that it has a lien for any unpaid assessments under the Condominium Act. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event such proceeds are less than \$10,000, they need not be placed in trust, but shall be held by the

Treasurer and applied directly by the Board of Directors for the above purposes.

In the event of a total or substantial destruction of more than 50% of the units and common elements, they shall be restored as above provided, unless the owners of 2/3 of the voting rights of the Association vote to terminate the condominium. In the event the condominium is to be terminated, then all owners of units will immediately convey all their right, title and interest to their respective units to the bank trustee in Manatee County, Florida, selected by the Board of Directors, to be held by such trustee in trust. The recording of each such conveyance to trustee in the Public Records of Manatee County, Florida, will have the immediate effect of releasing all liens upon the respective unit, and shall cause their instantaneous transfer to that unit owner's share of the common surplus to be subsequently distributed by trustee as provided herein. Said trustee shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which may remain after the Association pays its liabilities, and shall effect a public or private sale of the condominium property by whatever means it deems best for the highest and best price, for cash or terms, as soon as practicable, consistent with market conditions. After conveyance of title to the purchaser free and clear of all liens and encumbrances, and after payment of reasonable trustee's fees and costs reasonably incurred, trustee shall apportion the remaining funds in its hands among the units in accordance with their respective percentage of ownership of the common surplus, as herein provided. Trustee shall distribute each unit's share of said funds jointly to the record title owners of each unit and the record owners of any mortgages or other

liens encumbering such unit at the time of the recording of its conveyance to the trustee by the unit owners. All mortgages and other liens upon the respective units shall be fully released and discharged, as provided herein, even though the share of a particular unit in the common surplus is insufficient to pay all liens in full; in such event, the lien holders having priority shall have priority of payment of the unit's share of the common surplus. Nothing herein provided shall in any way relieve the unit owner of personal liability for any deficiency which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustee. Mortgagees and other lien holders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage and perfection of their liens.

13. LIABILITY INSURANCE. The Association shall obtain and maintain public liability insurance covering all of the common elements and insuring the Association and the unit owners as their interests may appear in such amount as the Board of Directors may deem appropriate. The premiums for such insurance coverage shall be paid annually along with the premiums for the fire and extended coverage insurance separate and apart from the other common expenses. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. Nothing herein contained shall be any way be construed as imposing upon the Association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular unit, as he may deem appropriate.

14. RESTRICTIONS UPON USE. The following restrictions shall apply to and bind the condominium and each condominium unit:

(a) Use thereof shall be limited to a one-family residential usage and no commercial, professional, or business use shall be permitted;

(b) no unemancipated minors shall reside in any condominium unit for longer than thirty (30) days in any calendar year;

(c) no dogs, cats, or other pets shall be allowed except that the initial purchaser of each unit may, with the written consent of the Association, own one dog (under thirty pounds) or one cat, provided said initial purchaser agrees in writing to reasonable rules concerning such dog or cat as may be promulgated by the Association. Such one dog or one cat may not be replaced for any reason.

(d) no signs of any description or nature shall be displayed by any unit owner, except with the written consent of the Association Board of Directors, except that the Developer may display a "For Sale" sign or "For Rent" sign in front of the property until such time as all units shall have been sold by the Developer;

(e) the occupants of the condominium units shall not permit loud and objectionable noises or obnoxious odors to emanate from the premises;

(f) the occupants and owners of each unit shall keep and obey all laws, ordinances and regulations of all governmental bodies, and all regulations that may be passed from time to time by the Association Board of Directors;

(g) no wire, antennas, clothes lines, garbage or refuse receptacles, or other equipment or structures

shall be erected, constructed, or maintained on the exterior of the building or on or in any of the common elements, except upon the written consent of the Association Board of Directors;

(h) no unit owner shall permit or suffer anything to be done or kept in his condominium unit which would be a health, safety or fire hazard or which will increase insurance rates on any unit or on the common property;

(i) no unit owner shall commit or permit any nuisance, immoral, or illegal act in his unit or in or on the common elements;

(j) all unit owners shall conform to and abide by the bylaws and the uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the condominium Association through its Board of Directors;

(k) the Board of Directors, or its agent, shall have the right to enter any condominium unit at any reasonable time for the purpose of maintenance, inspection, repair or replacement of the improvements within the units or the common elements therein or accessible therefrom or to determine compliance with the Condominium Act, this Declaration, or the bylaws and regulations of the Association;

(l) no unit owner shall dispose of trash and garbage other than in receptacles provided therefor pursuant to the rules and regulations of the Association;

(m) no saline or other regenerating solution from water softening equipment shall be discharged into any street, easement or common area so as to harmfully affect any lawn or planting;

(n) no condominium unit shall be divided or sub-

divided and no structural alterations or changes shall be made therein without the prior-written consent of the Board of Directors of the Association;

(o) each unit owner shall have a perpetual easement for ingress and egress to and from his unit over terraces, lawns, walkways, driveways and other common elements from and to the public or private roadways bounding the condominium property, except as otherwise provided herein;

(p) no unit owner or occupant shall in any way obstruct the common way of ingress and egress to the other units or the common elements;

(q) all porches, courtyards, and garages shall be kept in such a manner as to present a neat appearance from the exterior of the unit of which they are a part or of which they are a limited common element. The owner of said unit shall be responsible for keeping the said porches, courtyards and garages in such a manner;

(r) no commercial and/or recreational vehicles and no boats or boat trailers shall be parked on the exterior of any unit.

15. SALES, TRANSFER, LEASE OR OCCUPATION OF UNIT. In recognition of the close proximity of the units and the compact living conditions which exist in this condominium, the mutual utilization and sharing of the common elements and common recreational facilities, and the compatibility and congeniality which must exist between the unit owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the Board of Directors of the Association, or its duly authorized officers, agent or committee, to approve in writing all sales, transfers, leases or occupation of a

unit before such sale, transfer, lease or occupation shall be valid and effective, and before someone other than a member of the owner's immediate family may occupy such unit. Written application for such approval shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by a transfer fee as required by regulation of the Board. Such approval shall not be unreasonably withheld but shall be based upon good moral character, social compatibility, and financial responsibility of the proposed purchaser, transferee, lessee or occupant. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance. A lessee shall not assign his lease or sublet his condominium unit without the prior-written approval of the Board of Directors or its duly authorized officers or committee.

In the event a lease or occupation of a unit is disapproved, the unit shall not be leased or so occupied. In the event a sale or transfer is disapproved or no action is taken by the Board or its committee within fifteen (15) days after receipt of said application, and the unit owner intends to close in spite of such disapproval or inaction, the unit owner shall give the Board an additional fifteen (15) days' written notice of such intent prior to closing. In such event, the Association or any other unit owner shall have a right of first refusal to purchase said unit for the identical price, terms and conditions, which right shall be exercised in writing delivered to the proposed seller or mailed to his address as shown on the Association records. If such right is exercised by more than one, priority shall be given to the one who delivers in person or has his acceptance postmarked



first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three days before the proposed closing date, the transfer may be closed pursuant to the price and terms stated in the notice. Failure of a transferor to comply with these provisions for sale or transfer shall give the Association or any other unit owner a right to redeem the unit involved from the transferee at any time before the closing of such transfer and for a period of six (6) months after the recording of such conveyance in the Public Records of Manatee County, Florida, or sixty (60) days after the Board of Directors is given formal written notice of such transfer, whichever period is shorter. The only condition to the exercise of such right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to that date. Immediately upon the tender of such sums the transferee shall convey all his right, title and interest to the one making the redemption. In addition to all other available remedies, the right of redemption may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Association or any unit owner to enforce the provisions of this paragraph against a unit owner or transferee who fails to comply therewith, the party bringing such proceedings shall be entitled to his costs and reasonable attorneys' fees as determined by the Court, including appellate proceedings, if such party prevails.

The foregoing provisions shall not be applicable to purchasers at foreclosure sales of mortgages held by savings and loan associations, banks and insurance companies, or to conveyances or leases to or from such institutional first mortgagees or the Developer.

The Association may appoint a rental and sales agent to



handle rentals and sales as a convenience for the unit owners. Such agent may act in behalf of the Board of Directors and further approval of sales and leases made by him shall not be necessary. Such agent shall serve at the pleasure of the Board of Directors and may be replaced at any time.

16. ASSESSMENTS AND LIENS. The Board of Directors of the Association shall approve annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each unit owner will be responsible for his unit's share of such annual assessment based upon its proportionate share of the common expenses as provided herein. One-fourth (1/4th) of each unit's annual assessment shall be due and payable in advance to the Association on the first day of the first, fourth, seventh and tenth months of each fiscal year. In addition, the Board of Directors shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments which are not paid when due shall bear interest from the due date until paid at the maximum legal rate and shall be subject to a late charge as is established by uniform rules and regulations of the Board. The Association shall have the remedies and liens provided by the Condominium Act with respect to unpaid assessments, which shall include any late charges, accrued interest and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including appellate proceedings, and the remaining installments of the assessment may be accelerated to maturity by giving the defaulting unit owner ten (10) days' notice of intent to accelerate unless all delinquent sums are paid within that time. The Board of

Directors may require each unit owner to maintain a minimum balance on deposit with the Association (not to exceed one month's assessment) for working capital and to cover contingent expenses from time to time.

17. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. Notwithstanding any provisions of this Declaration, the written consent of all savings and loan associations, banks, and insurance companies holding first mortgages upon any of the condominium units shall be first obtained prior to any amendments to this Declaration, the Articles of Incorporation, or the Bylaws, and prior to the termination of the condominium.

18. RIGHTS OF DEVELOPER. The Developer hereby reserves unto itself, its successors and assigns, the right to manage all of the affairs of the condominium and to elect a majority of the Directors of the Association (who need not be unit owners) until the expiration of three (3) years after 50% of the units have been conveyed to purchasers, or three (3) months after 90% of such units have been conveyed to purchasers, or until such earlier time as may be required by Section 718.301, Florida Statutes, 1977. Developer may terminate such rights by relinquishing control of the Association to the unit owners at any time prior to said expiration.

The Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business any unit in the condominium.

It is recognized that at the date hereof, construction of all of the improvements and the units contemplated by the survey and plot plan described in Exhibit "A" may not be completed. Developer expressly reserves every right, necessary or desirable, relative to the common elements and the condominium property generally for the purpose of con-

structing and completing said improvements and units and effecting sale or lease of all of the condominium units. Until the expiration of five years from the date hereof, Developer reserves the right to use not more than five units as display models and sales offices for sales of units in this or other condominiums developed by the Developer, and may exhibit such signs and sales paraphernalia within the model units or in the common elements as may be desirable to effect such sales. It is further agreed that, pending final completion of each of such units by the Developer, no portion of common expenses shall be allocated to said proposed units. Pending final completion of all such units, common expenses shall be allocated equally to each existing completed unit commencing with the first of the month following such completion.

The Developer shall be excused from the payment of its share of the common expense in respect to all completed units owned by it during such period of time that it shall have guaranteed to each purchaser of a unit in the condominium in the purchase contract, Declaration, or prospectus, or by agreement between the Developer and a majority of the unit owners other than the Developer that the assessment of common expenses of the condominium imposed upon the unit owners would not increase over a stated dollar amount and shall have obligated itself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners.

19. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance and fulfillment of the provisions of the Condominium Act, this Declaration, Articles of Incorporation, Bylaws and the

regulations and house rules promulgated by the Association or its Board of Directors, shall entitle the Association or individual unit owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the Court, including appellate proceedings.

20. AMENDMENTS. This Declaration may be amended at any time by affirmative vote of two-thirds (2/3rds) of all voting rights of all unit owners except that provisions relating to percentage of ownership and sharing of common expenses, rights of Developer, termination of the condominium, and the voting rights of members may be amended only with the consent of all persons adversely affected thereby. The Bylaws may be amended or repealed by a simple majority vote of all voting rights of all members of the Association and to that extent this Declaration may be amended without two-thirds (2/3rds) vote. Except for the amendments by the Developer as provided in Paragraph 3, no amendment shall be effective unless it be in writing, executed by the president or vice president and attested by the secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Manatee County, Florida. It shall not be necessary for the individual unit owners or holders of recorded liens thereon (except institutional first mortgage holders as herein provided) to join in the execution of any amendment, and the execution of any amendment by the president or vice president and attested by the secretary of the Association as provided herein shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration, the Articles of Incorporation and

the Bylaws. Until such time as Developer shall have conveyed title to all units of the condominium, no amendments to the Declaration of Condominium or Bylaws shall be effective without its written consent and approval.

21. TERMINATION. The above-described property may be removed from the provisions of this Declaration at any time by a vote of two-thirds (2/3rds) of the voting rights of all unit owners and unanimous written consent of all of the institutional first mortgage holders by an instrument to that effect executed by the present or vice president and secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Manatee County, Florida. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the banking trustee in Manatee County selected by the Board of Directors of the Association.

22. LEASEHOLDS. Pursuant to the provisions of Section 718.144, Florida Statutes, the Association may in the future acquire or enter into agreements acquiring leaseholds, memberships and other possessory interests or use interests in lands or facilities such as country clubs, golf courses, marinas or other recreational facilities.

23. EASEMENTS. The easements herein granted or shown in Exhibit "A" are for the following uses and purposes and are subject to the following conditions:

- (a) All of said easements shall exist in perpetuity for the benefit of Developer, its successors, assigns, agents, employees, contractors, future condominium projects developed by Developer, utility companies including cable television, unit owners in this condominium, their guests and invitees, and third persons needfully using the same

(such as delivery men, postmen, real estate brokers, and salesmen), for the purpose of ingress and egress, drainage, and for the purpose of installation, repair, reinstallation, and maintenance, under, on, or over the same.

(b) The Association shall, at all times, maintain the paved portion of easements lying within the boundaries of the condominium in good repair and unobstructed, and shall maintain the unpaved portions of all easements in a manner consistent with the needs of utility companies for entry thereon and thereunder for the purposes above expressed in Subparagraph (a) of this Paragraph 23, provided that paved driveways from the condominium units to the paved portions of any of the easements may be constructed and maintained.

(c) Notwithstanding anything in this Declaration to the contrary, Developer, its successors and assigns, reserves the right at any time to dedicate to the general public for proper easement purposes all or any part of the easements in the condominium; in which event, all provisions in this Declaration relative to said easements shall terminate and be of no further force and effect.

24. BINDING EFFECT. All provisions of the Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

25. SEVERABILITY. If any provisions of this Declaration, the Articles of Incorporation, or the Bylaws or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President and attested by its Secretary, and its corporate seal affixed the 11th day of OCTOBER, 1978.

Signed, Sealed and Delivered  
in the Presence of:

U.S. HOME CORPORATION,

By: [Signature]  
As Its President  
Division

Attest:

By: [Signature]  
As Its Secretary  
Division

STATE OF FLORIDA,  
COUNTY OF MANATEE,

The foregoing instrument was acknowledged before me  
this 11th day of OCTOBER, 1978, by  
ROBERT C. JORDAN and GAIGE R. WALTERS,  
Division Division  
President and Secretary, respectively, of U.S. HOME CORPORATION,  
a Delaware corporation, authorized to do business in the State  
of Florida, on behalf of the said Corporation.

Notary Public

My Commission Expires:

factory location	distance to the nearest city	1st large city
factory 1	100	city 1
factory 2	150	city 2
factory 3	200	city 3
factory 4	250	city 4
factory 5	300	city 5
factory 6	350	city 6
factory 7	400	city 7
factory 8	450	city 8
factory 9	500	city 9
factory 10	550	city 10
factory 11	600	city 11
factory 12	650	city 12
factory 13	700	city 13
factory 14	750	city 14
factory 15	800	city 15
factory 16	850	city 16
factory 17	900	city 17
factory 18	950	city 18
factory 19	1000	city 19
factory 20	1050	city 20
factory 21	1100	city 21
factory 22	1150	city 22
factory 23	1200	city 23
factory 24	1250	city 24
factory 25	1300	city 25
factory 26	1350	city 26
factory 27	1400	city 27
factory 28	1450	city 28
factory 29	1500	city 29
factory 30	1550	city 30
factory 31	1600	city 31
factory 32	1650	city 32
factory 33	1700	city 33
factory 34	1750	city 34
factory 35	1800	city 35
factory 36	1850	city 36
factory 37	1900	city 37
factory 38	1950	city 38
factory 39	2000	city 39
factory 40	2050	city 40
factory 41	2100	city 41
factory 42	2150	city 42
factory 43	2200	city 43
factory 44	2250	city 44
factory 45	2300	city 45
factory 46	2350	city 46
factory 47	2400	city 47
factory 48	2450	city 48
factory 49	2500	city 49
factory 50	2550	city 50
factory 51	2600	city 51
factory 52	2650	city 52
factory 53	2700	city 53
factory 54	2750	city 54
factory 55	2800	city 55
factory 56	2850	city 56
factory 57	2900	city 57
factory 58	2950	city 58
factory 59	3000	city 59
factory 60	3050	city 60
factory 61	3100	city 61
factory 62	3150	city 62
factory 63	3200	city 63
factory 64	3250	city 64
factory 65	3300	city 65
factory 66	3350	city 66
factory 67	3400	city 67
factory 68	3450	city 68
factory 69	3500	city 69
factory 70	3550	city 70
factory 71	3600	city 71
factory 72	3650	city 72
factory 73	3700	city 73
factory 74	3750	city 74
factory 75	3800	city 75
factory 76	3850	city 76
factory 77	3900	city 77
factory 78	3950	city 78
factory 79	4000	city 79
factory 80	4050	city 80
factory 81	4100	city 81
factory 82	4150	city 82
factory 83	4200	city 83
factory 84	4250	city 84
factory 85	4300	city 85
factory 86	4350	city 86
factory 87	4400	city 87
factory 88	4450	city 88
factory 89	4500	city 89
factory 90	4550	city 90
factory 91	4600	city 91
factory 92	4650	city 92
factory 93	4700	city 93
factory 94	4750	city 94
factory 95	4800	city 95
factory 96	4850	city 96
factory 97	4900	city 97
factory 98	4950	city 98
factory 99	5000	city 99
factory 100	5050	city 100
factory 101	5100	city 101
factory 102	5150	city 102
factory 103	5200	city 103
factory 104	5250	city 104
factory 105	5300	city 105
factory 106	5350	city 106
factory 107	5400	city 107
factory 108	5450	city 108
factory 109	5500	city 109
factory 110	5550	

OFF REC 940 PG 238



SCHEDULE ILegal DescriptionVILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9

COMMENCE at the S.E. corner of Section 30, Township 34 S., Range 17 E., Manatee County, Florida; thence N. 89°42'21" W, along the South line of said Section 30, a distance of 410.18 feet to the P.O.B.; thence continue N 89°42'21" W, along said South line, a distance of 910.86 feet to the S.W. corner of the S.E. 1/4 of the S.E. 1/4 of said Section 30; thence N 00° 02'45" E, along the West line of said S.E. 1/4 of the S.E. 1/4, a distance of 390.00 feet; thence S 89°42'21" E, and parallel with the South line of said Section 30, a distance of 908.44 feet; thence S 00°18'34" E, a distance of 390.02 feet to the P.O.B.; being and lying in Section 30, Township 34S., Range 17 E., Manatee County, Florida.

TOGETHER with a non-exclusive Easement for access, drainage and utility over the following-described land:

COMMENCE at the Southeast corner of Section 30, Township 34 South, Range 17 East, Manatee County, Florida; thence N 89° 42'21" W, along the South line of said Section 30, a distance of 410.18 feet; thence N 00°18'34" W, a distance of 390.02 feet to the P.O.B.; thence continue N 00°18'34" W, a distance of 25.00 feet; thence N. 89°42'21" W, a distance of 753.90 feet to a point on the arc of a curve, whose radius point lies S. 47°47'15" W, 37.00 feet; thence Westerly, along the arc of said curve to the left, having a radius of 37.00 feet and a central angle of 94°59'12", a distance of 61.34 feet; thence N 89°42'21" W, a distance of 99.83 feet, to the intersection of said line and the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 30; thence S 00°02'45" W, along said West line, a distance of 25.00 feet; thence S 89°42'21" E, a distance of 908.44 feet to the P.O.B.; being and lying in Section 30, Township 34 South, Range 17 East, Manatee County, Florida.







# State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of  
Articles of Incorporation of VILLAGE GREEN OF  
BRADENTON CONDOMINIUM, SECTION 9,  
ASSOCIATION, INC., a corporation not for profit  
organized under the Laws of the State of Florida, filed  
on October 19, 1978, as shown by the records of this  
office.

The charter number for this corporation is 744643.



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

24th day of October, 1978.

*John M. Lewis, Jr.*  
SECRETARY OF STATE

CFR 101  
7-21-78

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM

-1-

OFF REC 940 PG 242

ARTICLES OF INCORPORATION

of

VILLAGE GREEN OF BRADENTON CONDOMINIUM,  
SECTION 9, ASSOCIATION, INC.

(A Corporation Not for Profit)

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation not for profit under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

ARTICLE I.NAME OF CORPORATION

The name of this corporation shall be Village Green of Bradenton Condominium, Section 9, Association, Inc., hereinafter referred to as the Association.

ARTICLE II.GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the Condominium know as Village Green of Bradenton Condominium, Section 9, Association, Inc., located in the County of Manatee, Florida, and to perform all acts provided in the Declaration of Condominium of said Condominium and the Condominium Act, Chapter 718, Florida Statutes.

ARTICLE III.POWERS

The Association shall have all of the condominium law and statutory powers of a corporation not for profit and all of the powers and duties set forth in said condominium act and the Declaration of Condominium of Village Green of Bradenton Condominium, Section 9, Association, Inc., as amended from time to time, except as may be limited or

otherwise provided by these Articles. The Association may enter into lease agreements and may acquire and enter into agreements acquiring leaseholds, memberships and other possessory or use interests for terms up to and including 99 years, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members, including but not limited to lease of recreation areas and facilities.

#### ARTICLE IV.

##### MEMBERS

All persons owning a vested present interest in the fee title to any of the condominium units as evidenced by a duly recorded proper instrument in the public records of Manatee County, Florida, shall be members. Membership shall terminate automatically and immediately as a member's vested interest terminates, except that upon termination of the entire condominium project, the membership shall consist of those who were members at the time of each conveyance of the respective units to the trustee as provided in said Declaration of Condominium. In the event a unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity shall exercise its membership rights.

After the Association approves of a conveyance of a condominium unit as provided in said Declaration of Condominium, the change of membership in the Association shall be evidenced in the Association records by delivery to the Secretary of a certified copy of the deed or other instrument of conveyance.

Prior to the recording of said Declaration of Condominium in the public records of said county, the subscribers hereto shall remain the members of the Association and shall each be entitled to one vote.

ARTICLE V.VOTING RIGHTS

Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of a joint ownership of a condominium unit, the vote to which that unit is entitled shall be apportioned among the owners as their interest may appear, or may be exercised by one of such joint owners by written agreement of the remainder of the joint owners.

ARTICLE VI.INCOME DISTRIBUTION

No part of the income of this corporation shall be distributable to its members, except as compensation for services rendered.

ARTICLE VII.EXISTENCE

This Corporation shall exist perpetually unless dissolved according to law.

ARTICLE VIII.REGISTERED OFFICE REGISTERED AGENT

The registered office of the corporation shall be 3830 Bee Ridge Road, Sarasota, Florida, and the registered agent at such address shall be Fred C. Chamberlain.

ARTICLE IX.NUMBER OF DIRECTORS

The business of the corporation shall be conducted by a board of directors which shall consist of not less than three (3) persons, as shall be designated by the bylaws.

ARTICLE X.FIRST BOARD OF DIRECTORS AND OFFICERS

The names and post office addresses of the members of the first Board of Directors and officers, all of whom shall

hold office until their successors are duly elected and qualified are as follows:

<u>Name</u>		<u>Address</u>
Fred C. Chamberlain	- President and Director	3830 Bee Ridge Road Sarasota, Florida 33583
Richard J. Stier	- Vice President and Director	3830 Bee Ridge Road Sarasota, Florida 33583
Dianna M. Stubblefield	- Secretary Treasurer and Director	3830 Bee Ridge Road Sarasota, Florida 33583

#### ARTICLE XI.

##### INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors shall be indemnified by the Association against all expenses and liabilities including counsel fees (including appellate proceedings) reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers and directors or arising out of their status as such.

#### ARTICLE XII.

##### RIGHTS OF DEVELOPER

U S Home Corporation, a corporation existing under the laws of Delaware, which is the developer of the condominium, shall have full right and authority to manage the affairs and exclusive right to elect the directors of the Association (who need not be unit owners) until the following shall occur:

A. When fifteen percent (15%) or more of the units that will be operated ultimately by the Association are conveyed to owners other than Developer, such unit owners shall be entitled to elect not less than one-third (1/3) of the board of directors.



B. Within three (3) years after fifty percent (50%) or within three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association are conveyed to owners other than Developer, such unit owners shall be entitled to elect a majority of the board of directors.

C. Developer shall be entitled to elect at least one (1) member of the board of directors as long as Developer holds at least five percent (5%) of the units in the Condominium for sale in the ordinary course of business.

During the period Developer is in control of the Association, the Directors shall exercise all rights which would otherwise be exercisable by the members.

#### ARTICLE XIII.

##### BYLAWS

The initial bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded by majority vote of the voting rights of the members.

#### ARTICLE XIV.

##### SUBSCRIBERS

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

<u>Name</u>	<u>Residence</u>
Fred C. Chamberlain	4222 Boswell Sarasota, Florida
Richard J. Stier	2715 Coventry Drive Sarasota, Florida
Dianna M. Stubblefield	3859 Bellwood Drive Sarasota, Florida

#### ARTICLE XV.

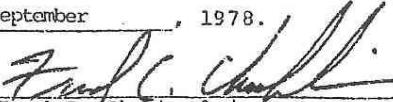
##### AMENDMENTS

The corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by a simple majority vote of all voting rights of all members of the corporation and all rights conferred upon the members herein are granted subject to



this reservation.

IN WITNESS WHEREOF, we, the undersigned subscribers to these Articles of Incorporation, have hereunto set our hands and seals this 28th day of September, 1978.

 (SEAL)  
Fred C. Chamberlain

 (SEAL)  
Richard J. Stier


 (SEAL)  
Dianna M. Stubblefield

STATE OF FLORIDA

COUNTY OF SARASOTA

I HEREBY CERTIFY that on this 28th day of September, 1978, before me, an officer duly authorized and acting, personally appeared FRED C. CHAMBERLAIN, RICHARD J. STIER, and DIANNA M. STUBBLEFIELD, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged then and there before me that they executed said instrument.

WITNESS MY HAND AND OFFICIAL SEAL at Sarasota, Florida, in the County and State aforesaid this the day and year last above written.

  
Notary Public

My Commission Expires: Notary Public, State of Florida at Large  
My Commission Expires May 18, 1982  
Bonded By American Fidelity & Casualty Company

# State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the attached is a true and correct copy of  
Amendment to Articles of Incorporation of VILLAGE  
GREEN OF BRADENTON CONDOMINIUM, SECTION 9,  
ASSOCIATION, INC., a Florida corporation not for  
profit, filed on December 26, 1978, as shown by the  
records of this office.

The charter number of this corporation is 744643.



GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
28th day of December, 1978.

*Janet M. B...*  
SECRETARY OF STATE

CER 101  
7-21-78

OFF REC 940 PG 249

ARTICLES OF AMENDMENT  
 to  
ARTICLES OF INCORPORATION  
 of  
VILLAGE GREEN OF BRADENTON CONDOMINIUM,  
SECTION 9, ASSOCIATION, INC.  
 (A Corporation Not for Profit)

FILED  
 DEC 26 2 57 PM '78  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

The Articles of Incorporation of Village Green of Bradenton Condominium, Section 9, Association, Inc., a Florida corporation Not for Profit under the laws of the State of Florida, amends its Articles of Incorporation as follows:

1. By deleting Article II. GENERAL NATURE OF BUSINESS in its entirety and substituting therefor the following:

"ARTICLE II. GENERAL NATURE OF BUSINESS. The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the Condominium known as Village Green of Bradenton Condominium, Section 9, located in the County of Manatee, Florida, and to perform all acts provided in the Declaration of Condominium of said Condominium and the Condominium Act, Chapter 718, Florida Statutes."

2. By deleting Article III. POWERS in its entirety and substituting therefor the following:

"ARTICLE III. POWERS. The Association shall have all of the condominium law and statutory powers of a corporation not for profit and all of the powers and duties set forth in said Condominium Act and the Declaration of Condominium of Village Green of Bradenton Condominium, Section 9, as amended from time to time, except as may be limited or otherwise provided by these Articles. The Association may enter into lease agreements and may acquire and enter into agreements acquiring leaseholds, memberships and other possessory

or use interests for terms up to and including 99 years, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members, including, but not limited to, lease of recreational areas and facilities."

IN WITNESS WHEREOF, these Articles of Amendment to the Articles of Incorporation are executed by the following who are all of the officers, directors, subscribers and members of the Corporation.

Witness:

Susan D. Mene  
Thomas C. Atanbark

Fred C. Chamberlain (SEAL)  
Fred C. Chamberlain

Susan D. Mene  
Thomas C. Atanbark

Richard J. Stier (SEAL)  
Richard J. Stier

Susan D. Mene  
Thomas C. Atanbark

Dianna M. Stubbiefield (SEAL)  
Dianna M. Stubbiefield

U.S. HOME CORPORATION,  
a Delaware corporation,

Attest:

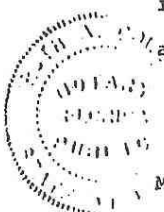
By: John R. Walton As its Division Secretary  
As its Division Secretary

OFF REC 940 PG 251

STATE OF FLORIDA, )  
COUNTY OF SARASOTA, )

I HEREBY CERTIFY that on this 6th day of December, 1978, before me, an officer duly authorized and acting, personally appeared FRED C. CHAMBERLAIN, RICHARD J. STIER, and DIANNA M. STUBBLEFIELD, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged then and there before me that they executed said instrument.

WITNESS my hand and official seal at Sarasota, Florida, in the County and State aforesaid this the day and year last-  
above written.

 Paul J. Collins  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Oct. 9, 1982  
Bonded by American Fidelity & Surety Company

STATE OF FLORIDA, )  
COUNTY OF SARASOTA, )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments in the State and County named above, personally appeared Robert C. Jordan, as Division President, and Gaige R. Walters, as Division Secretary, of the above-named Corporation, to me known to be the persons described in and who executed the foregoing Articles of Amendment, and acknowledged the execution thereof for and on behalf of said Corporation as such officers for the purposes therein expressed, the affixing of its corporate seal, and that they were duly authorized by said Corporation to do so.

WITNESS my hand and official seal in the State and County named above this 6th day of December, 1978.

Paul J. Collins  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Oct. 9, 1982  
Bonded by American Fidelity & Surety Company

OFF REC 940 PG 252

BYLAWS

of

VILLAGE GREEN OF BRADENTON CONDOMINIUM  
SECTION 9, ASSOCIATION, INC.

A non-profit corporation existing  
under the laws of the State of Florida

I. PRINCIPAL OFFICE

The principal office of the Association shall be located at 3830 Bee Ridge Road, Sarasota, Florida 33583. The address of the principal office may be changed at the discretion of the Board of Directors.

II. MEMBERSHIP

1. MEMBERS. All persons owning a vested present interest in the fee title to any of the condominium units in Village Green of Bradenton Condominium, Section 9, a condominium existing pursuant to Chapter 718, Florida Statutes, which interest is evidenced by a duly recorded proper instrument in the public records of Manatee County, Florida, shall automatically be members of this Association and their respective membership shall automatically terminate as their vested interest in the fee title terminates. Such membership may be evidenced by the issuance of a membership certificate which shall be deemed automatically cancelled when the membership it evidences is terminated as provided herein.

2. VOTING RIGHT. Each condominium unit shall have the voting rights provided in the Declaration of Condominium and any such vote may be cast in person or by mail or by proxy executed in writing and filed with the secretary. In the event of a joint ownership of a condominium unit by more than one person the vote to which the unit is entitled shall be apportioned among the owners as their interest may appear, or may be exercised by one of such joint owners by written agreement of the remainder of such joint owners.

3. ANNUAL MEETING. An annual meeting of the members shall be held at the principal office of the Association or

EXHIBIT "C" TO DECLARATION OF CONDOMINIUM

OFF REC 940 PG 253

at such other place within Manatee County as may be designated by the President, at 8:00 p.m. on the second Tuesday in the month of February for the purpose of electing directors and for the transaction of such other business as may come before the meeting. Notice of the meeting shall be posted in a conspicuous place on the condominium property and mailed to each member by certified mail at least fourteen (14) days prior to the meeting.

4. SPECIAL MEETINGS. Special meetings may be called by the president or by the board of directors, or by a written request of a majority of the voting rights of the members, for any purpose and at any time. Notice of special meetings shall be posted in a conspicuous place on the condominium property and mailed by certified mail or delivered by the secretary at least fourteen (14) days before such meeting to each member at his address as shown in the Association records, which notice shall state the time, place and purpose of such meeting. Members may waive such notice and may act by written agreement without meetings.

5. QUORUM. A majority of the voting rights represented in person, by mail, ballot or vote, or by proxy, shall constitute a quorum, and if a quorum is not present, a majority of the voting rights present may adjourn the meeting from time to time. A member shall be deemed present for purposes of a quorum with respect to any question or election upon which his written and signed vote shall have been received by the secretary. A simple majority of all voting rights present in person or proxy shall decide any question brought before the meeting, except when otherwise required by the condominium act, Declaration of Condominium, Articles of Incorporation or these bylaws.

### III. BOARD OF DIRECTORS

1. POWERS. The board of directors shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties and responsibilities as provided in the Declaration of Condominium, Articles of Incorporation and the condominium act.

2. NUMBER. The number of directors shall be designated by resolution of the membership from time to time but shall



in no event be less than three directors. Each shall be a member of the Association or a person exercising the rights of an owner who is not a natural person. All directors shall act without compensation unless otherwise provided by resolution of the membership. Each director shall hold office for two years and shall be elected in such manner at the annual meetings so that the number of directors serving on the board from time to time shall have their terms of office evenly divided so far as possible so that half of their terms shall expire at the time of each annual meeting of members.

3. REGULAR MEETINGS. A regular meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of the membership. Additional regular meetings may be held as provided by resolution of the board.

4. SPECIAL MEETINGS. Special meetings of the board may be called by the president or a majority of the directors for any purpose and at any time or place. Notice thereof stating the purpose shall be mailed by regular or air mail or delivered to each director at his address shown in the Association records at least five days before such meeting, unless such notice is waived by any director or directors. Notices of all meetings of the directors, except the annual meeting and emergency meetings shall be posted conspicuously on the condominium property at least forty-eight hours in advance of the meeting. All meetings of the board shall be open to all members.

5. QUORUM. A majority of directors shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting from time to time. A director shall be deemed present for the purposes of a quorum with respect to any question or election upon which his written and signed vote shall have been received by the secretary.

The vote of a majority of directors present shall decide any matter before the board, except as may be otherwise required in the Articles of Incorporation, these bylaws or the Declaration of Condominium.

6. REMOVAL. Any director may be removed by two-thirds vote of the membership at a special meeting called for that purpose and the vacancy created thereby shall be filled by the election of a new director at the same meeting.

7. LIABILITY AND INDEMNIFICATION. Directors shall not be liable to the members for any mistake of judgment and shall only be liable for their own individual willful misconduct or bad faith. The members shall indemnify and hold harmless each director against all contractual liability to others arising out of contracts made on behalf of the Association unless such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these bylaws. Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

#### IV. OFFICERS

1. NUMBER. The officers shall be a president, a vice-president, a secretary and a treasurer, each of whom shall be elected by the board of directors. Such assistant officers as may be deemed necessary may be elected by the board of directors. The president and secretary may not be the same person. Officers must be members of the Association or a person exercising the membership rights of a unit owner which is not a natural person. The president must be a member of the board of directors. All officers shall act without compensation unless otherwise provided by resolution of the membership.

2. ELECTION AND TERM. Each officer shall be elected annually by the board of directors at the first meeting of Directors following the annual meeting of members and shall hold office until his successor shall have been elected and duly qualified, unless sooner removed by the board of directors.

3. PRESIDENT. The president shall be the principal executive officer of the Association and shall supervise all of the affairs of the Association. He shall preside at all meetings of the members and of directors. He shall sign all documents and instruments in behalf of the Association.

4. VICE-PRESIDENT. In the absence of the president, the vice-president shall perform the duties of the president, and when so acting, shall have all the powers and responsibilities of the president. The vice-president shall, moreover, perform such duties as may be designated by the board of directors.

5. SECRETARY. The secretary shall countersign all documents and instruments in behalf of the Association, record the minutes of meetings of members and directors, and give notices required by these bylaws. He shall have custody and maintain the records of the Association, other than those maintained by the treasurer.

6. TREASURER. The treasurer shall have custody of all funds of the Association, shall deposit the same in such depositories as may be selected as hereinafter provided, shall disburse the same, and shall maintain financial records of the Association which shall be available for inspection by any member during the business hours on any week day. At the discretion of the board of directors, the functions of the treasurer may be delegated to and performed by a financial institution located in Manatee County, in which event, no bond will be required.

7. FIDELITY BONDS. All officers and directors shall be bonded by a surety company selected by the board in an amount determined by the Board to be sufficient to insure the proper handling of all cash funds and other corporate assets. The cost of such bond shall be paid by the Association.

8. REMOVAL. Any officer may be removed by two-thirds vote of the board of directors called for that purpose and the vacancy thereby created shall be filled by an election

by the remaining directors at the same meeting.

V. MANAGER AND EMPLOYEES

The board of directors may employ the services of a manager and other employees and agents as they shall determine appropriate to actively manage, operate, and care for the condominium property, with such powers and duties and at such compensation as the board may deem appropriate and provide by resolution from time to time. Such manager, employees and agents shall serve at the pleasure of the board.

VI. CONTRACTS AND FINANCES

1. CONTRACTS. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

2. LOANS. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. The board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.

3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

4. DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the board of directors may select.

5. 1 CAL YEAR. The fiscal year of the Associati shall begin on the first day of January of each year.

#### VII. VACANCIES

A vacancy in any office or in the board of directors shall be filled by the board of directors, although less than a quorum remains by reason of such vacancy.

#### VIII. AMENDMENTS

These bylaws may be altered or repealed by new bylaws adopted at an annual meeting or at any special meeting of the members by a majority vote of the voting rights of all members of the Association. No modification of or amendment to the bylaws shall be valid unless set forth in or annexed to an amendment to the Declaration of Condominium and duly recorded in the public records of Manatee County in the manner provided in the Declaration.

#### IX. REGULATIONS

The board of directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the condominium, and restrictions upon and requirements respecting the use and maintenance of the units and of the common elements of the condominium as may be deemed necessary and appropriate from time to time to assure the enjoyment of all unit owners and to prevent unreasonable interference with the use of the units and the common elements, as shall not be inconsistent with the condominium act, the Declaration of Condominium, the Articles of Incorporation, and these bylaws. A copy of such regulations shall be furnished to each unit owner and subsequent purchasers of units and shall be posted and remain available in the offices of the Association.

#### X. REGISTERS

1. MAINTENANCE OF REGISTER. The secretary shall maintain a register in the corporation office showing the names and addresses of members.

2. FEE FOR APPROVAL OF TRANSFER. In connection with any application for the transfer of membership or for a conveyance of interest in a condominium parcel or a lease of a condominium parcel, the Board of Directors may charge a fee in connection therewith in the amount of the expenditures reasonably required for the approval of the transfer; provided, however, that this shall not exceed \$50.

3. REGISTER FOR RECORDING OF PLEDGED OR MORTGAGED CONDOMINIUM PARCELS. The corporation shall maintain a suitable register for the recording of pledged or mortgaged condominium parcels. Any pledgee or mortgagee of a condominium parcel may, but is not obligated to, notify the corporation in writing of the pledge or mortgage. In the event notice of default is given any member, under an applicable provision of the bylaws or the declaration, a copy of such notice shall be mailed to each such registered pledgee or mortgagee.

#### XI. SEAL

The board of directors shall provide a corporate seal, circular in form, showing the corporate name, the year and the state of incorporation, and the words "corporation not for profit".

#### XII. ANNUAL BUDGET AND COLLECTION OF ASSESSMENTS

1. ANNUAL BUDGET. The annual budget of common expenses shall be adopted by the Board of Directors. Notice of the time and place of the meeting at which the budget will be considered and copies of the proposed annual budget shall be mailed to all members not less than thirty (30) days prior to the meeting. The annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

2. COLLECTION OF ASSESSMENTS. Assessments for the payment of common expenses shall be made and collected in the manner provided in the Declaration of Condominium.

694395  
FILED AND RECORDED  
MAR 22 2 53 PM '79  
HALL COUNTY, FLA.

OFF REC 940 PG 260

723628

FIRST AMENDMENT TO  
DECLARATION OF CONDOMINIUM

of

VILLAGE GREEN OF BRADENTON CONDOMINIUM

SECTION 9

U.S. HOME CORPORATION, a Delaware corporation, authorized to do business in the State of Florida, hereinafter called Developer, does hereby amend the Declaration of Condominium of Village Green of Bradenton Condominium Section 9, recorded in Official Records Book 940, Page 215, Public Records of Manatee County, Florida and the plat thereof recorded in Condominium Book 9, Pages 79 and 80, Public Records of Manatee County, Florida, pursuant to the provisions of Paragraph 3 of the Declaration and pursuant to §718.104(4)(e) Florida Statutes, for the purpose of reflecting substantial completion of construction, to record survey of the condominium with the required certificate of the surveyor reflecting substantial completion, and to locate and dimension units not completed at the date of the recording of the initial Declaration.

Exhibit "A" to the Declaration of Condominium of Village Green of Bradenton Condominium Section 9 recorded at Official Records Book 940, Page 215, is amended by Exhibit "A" attached hereto and the condominium plat recorded in Condominium Book 9, Pages 79 and 80, Public Records of Manatee County, Florida is amended by the amended plat of Village Green of Bradenton Condominium Section 9 recorded in Condominium Book 10, Pages 1 and 2, Public Records of Manatee County, Florida.

Except as amended herein the terms and provisions of the original Declaration of Condominium and the plat of Village Green of Bradenton Condominium Section 9 are hereby ratified and confirmed.



IN WITNESS WHEREOF, the undersigned has signed and  
 sealed this Amendment to the Declaration this 28<sup>th</sup> day  
 of September, 1979.



(CORPORATE SEAL)

By Thomas C. Stambough  
 as its Secretary  
 Division Asst.

U.S. HOME CORPORATION,  
 a Delaware Corporation

By Fred Chamberlain  
 as its President  
 Division Vice

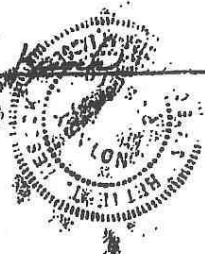
STATE OF FLORIDA  
 COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me  
 this 28<sup>th</sup> day of September, 1979 by Fred Chamberlain  
 and Thomas C. Stambough Division Vice Division Assistant  
 respectively of U.S. Home Corporation, a Delaware corporation,  
 on behalf of said corporation.

My commission expires:

Notary Public, State of Florida at Large  
 My Commission Expires Feb. 18, 1983  
 Bonded by American Fidelity & Guaranty Company

Bette L. [Signature]  
 Notary Public



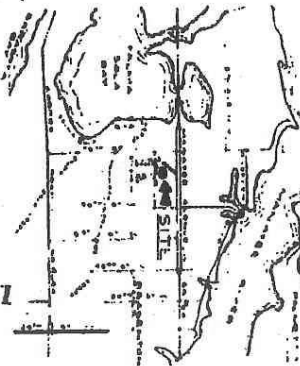
**VILLAGE GREEN**  
AMSTERDAM PLAZA  
**OF BRADENTON**  
**CONDOMINIUM SECTION 9**

LEGAL DESCRIPTION

[illegible]

EXHIBIT "A"

SEC 50, TWP 34B, ROL 17E  
MADISON, CO. COUNTRY, PCOMMA



## UNIT DESCRIPTION

[illegible]

SURVEYOR'S CERTIFICATE

[illegible]

CRAFT NAME	ELEVATIONS		ELEVATION
	1955	1956	
1. BAYVIEW	71.50	71.50	71.50
2. BAYVIEW	71.50	71.50	71.50
3. BAYVIEW	71.50	71.50	71.50
4. BAYVIEW	71.50	71.50	71.50
5. BAYVIEW	71.50	71.50	71.50
6. BAYVIEW	71.50	71.50	71.50
7. BAYVIEW	71.50	71.50	71.50
8. BAYVIEW	71.50	71.50	71.50
9. BAYVIEW	71.50	71.50	71.50
10. BAYVIEW	71.50	71.50	71.50
11. BAYVIEW	71.50	71.50	71.50
12. BAYVIEW	71.50	71.50	71.50
13. BAYVIEW	71.50	71.50	71.50
14. BAYVIEW	71.50	71.50	71.50
15. BAYVIEW	71.50	71.50	71.50
16. BAYVIEW	71.50	71.50	71.50
17. BAYVIEW	71.50	71.50	71.50
18. BAYVIEW	71.50	71.50	71.50
19. BAYVIEW	71.50	71.50	71.50
20. BAYVIEW	71.50	71.50	71.50
21. BAYVIEW	71.50	71.50	71.50
22. BAYVIEW	71.50	71.50	71.50
23. BAYVIEW	71.50	71.50	71.50
24. BAYVIEW	71.50	71.50	71.50
25. BAYVIEW	71.50	71.50	71.50
26. BAYVIEW	71.50	71.50	71.50
27. BAYVIEW	71.50	71.50	71.50
28. BAYVIEW	71.50	71.50	71.50
29. BAYVIEW	71.50	71.50	71.50
30. BAYVIEW	71.50	71.50	71.50
31. BAYVIEW	71.50	71.50	71.50
32. BAYVIEW	71.50	71.50	71.50
33. BAYVIEW	71.50	71.50	71.50
34. BAYVIEW	71.50	71.50	71.50
35. BAYVIEW	71.50	71.50	71.50
36. BAYVIEW	71.50	71.50	71.50
37. BAYVIEW	71.50	71.50	71.50
38. BAYVIEW	71.50	71.50	71.50
39. BAYVIEW	71.50	71.50	71.50
40. BAYVIEW	71.50	71.50	71.50
41. BAYVIEW	71.50	71.50	71.50
42. BAYVIEW	71.50	71.50	71.50
43. BAYVIEW	71.50	71.50	71.50
44. BAYVIEW	71.50	71.50	71.50
45. BAYVIEW	71.50	71.50	71.50
46. BAYVIEW	71.50	71.50	71.50
47. BAYVIEW	71.50	71.50	71.50
48. BAYVIEW	71.50	71.50	71.50
49. BAYVIEW	71.50	71.50	71.50
50. BAYVIEW	71.50	71.50	71.50
51. BAYVIEW	71.50	71.50	71.50
52. BAYVIEW	71.50	71.50	71.50
53. BAYVIEW	71.50	71.50	71.50
54. BAYVIEW	71.50	71.50	71.50
55. BAYVIEW	71.50	71.50	71.50
56. BAYVIEW	71.50	71.50	71.50
57. BAYVIEW	71.50	71.50	71.50
58. BAYVIEW	71.50	71.50	71.50
59. BAYVIEW	71.50	71.50	71.50
60. BAYVIEW	71.50	71.50	71.50
61. BAYVIEW	71.50	71.50	71.50
62. BAYVIEW	71.50	71.50	71.50
63. BAYVIEW	71.50	71.50	71.50
64. BAYVIEW	71.50	71.50	71.50
65. BAYVIEW	71.50	71.50	71.50
66. BAYVIEW	71.50	71.50	71.50
67. BAYVIEW	71.50	71.50	71.50
68. BAYVIEW	71.50	71.50	71.50
69. BAYVIEW	71.50	71.50	71.50
70. BAYVIEW	71.50	71.50	71.50
71. BAYVIEW	71.50	71.50	71.50
72. BAYVIEW	71.50	71.50	71.50
73. BAYVIEW	71.50	71.50	71.50
74. BAYVIEW	71.50	71.50	71.50
75. BAYVIEW	71.50	71.50	71.50
76. BAYVIEW	71.50	71.50	71.50
77. BAYVIEW	71.50	71.50	71.50
78. BAYVIEW	71.50	71.50	71.50
79. BAYVIEW	71.50	71.50	71.50
80. BAYVIEW	71.50	71.50	71.50
81. BAYVIEW	71.50	71.50	71.50
82. BAYVIEW	71.50	71.50	71.50
83. BAYVIEW	71.50	71.50	71.50
84. BAYVIEW	71.50	71.50	71.50
85. BAYVIEW	71.50	71.50	71.50
86. BAYVIEW	71.50	71.50	71.50
87. BAYVIEW	71.50	71.50	71.50
88. BAYVIEW	71.50	71.50	71.50
89. BAYVIEW	71.50	71.50	71.50
90. BAYVIEW	71.50	71.50	71.50
91. BAYVIEW	71.50	71.50	71.50
92. BAYVIEW	71.50	71.50	71.50
93. BAYVIEW	71.50	71.50	71.50
94. BAYVIEW	71.50	71.50	71.50
95. BAYVIEW	71.50	71.50	71.50
96. BAYVIEW	71.50	71.50	71.50
97. BAYVIEW	71.50	71.50	71.50
98. BAYVIEW	71.50	71.50	71.50

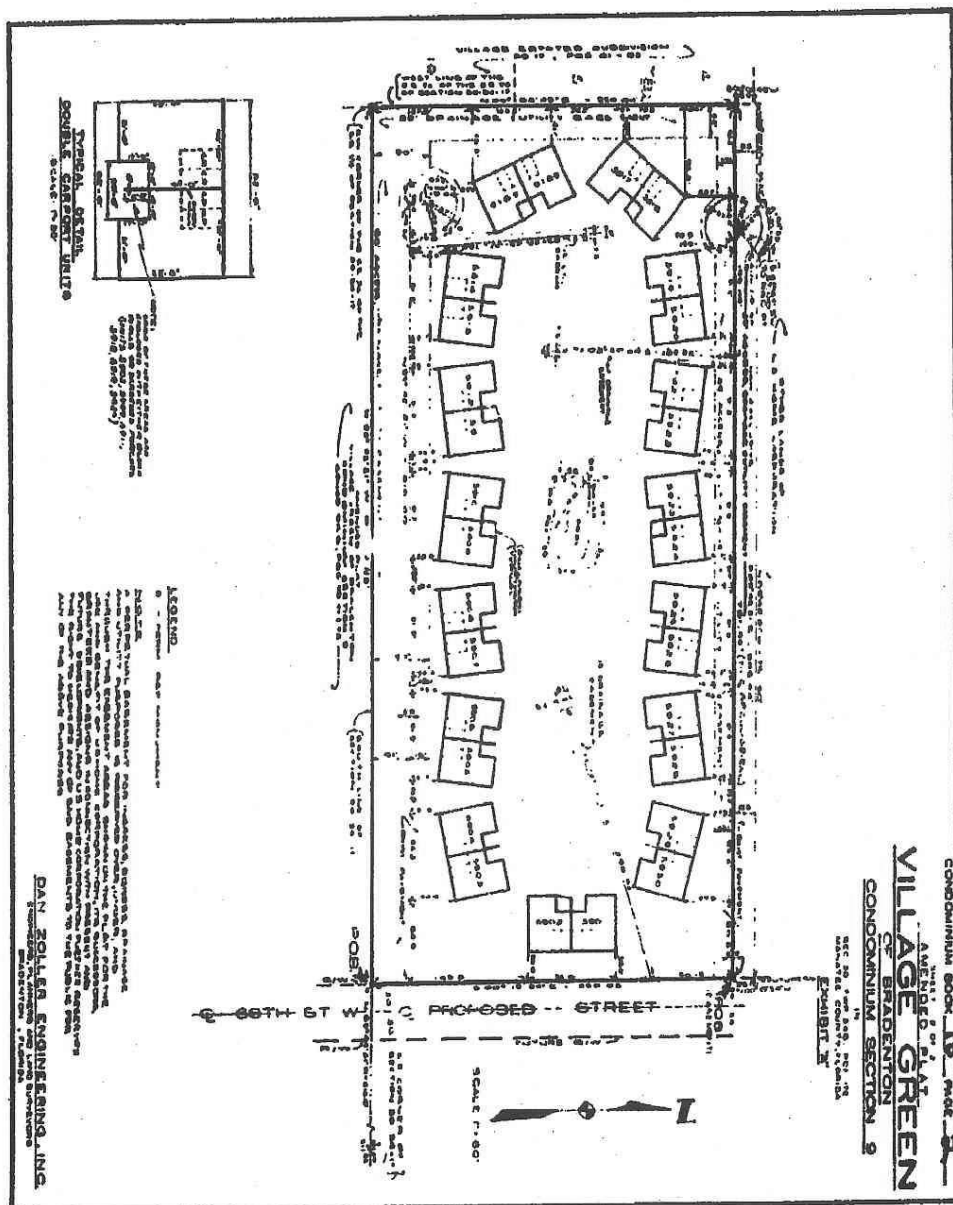


PAUL J. E. N.  
PAUL J. E. N.

**DA: ZOLLER ENGINEERING, INC.**  
 8700 W. 10th Avenue Suite 1000  
 Denver, CO 80202-1000

Ernest, Inc., Pasadena and Los Angeles offices  
800.668.7667 • 615.981.1514

EXHIBIT "A"



725628

FILED AN JRD

UGI 25th 75

CLERK  
 MANATEE CO FLA

O.R. 964 PG 1900

883158

CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9

According to Declaration of Condominium recorded in Official Records Book 940, Page 215 of the Public Records of Manatee County, Florida, the undersigned, as President and Secretary, respectively of VILLAGE GREEN OF BRADENTON CONDOMINIUM SECTION 9 ASSOCIATION, INC., a non-profit Florida corporation, do hereby certify that the within amendment to the Declaration of Condominium, constituting an amendment to Articles II, III, IV, and IX of the Bylaws of this Association was duly adopted pursuant to the provisions of said Declaration of Condominium and Bylaws.

IN WITNESS WHEREOF, we as President and Secretary respectively of VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9 ASSOCIATION, INC. do hereby set our hands and affix the corporation seal hereunto this 7 day of February, 1983.

ATTEST:

VILLAGE GREEN OF BRADENTON CONDOMINIUM  
SECTION 9 ASSOCIATION, INC.

Norman B. Schultz  
Secretary Pro-Tem/Treasurer

By:

E. T. Kimball  
President

CORPORATE SEAL:

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 7 day of February, 1983, by E. T. Kimball, President and Norman B. Schultz, Secretary Pro-Tem/Treasurer of VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9 ASSOCIATION, INC., a non-profit Florida corporation, on behalf of the corporation.

Barbara M. Knight  
Notary Public

My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires October 22, 1985

O.R. 1043 PG 1643

AMENDMENT TO BYLAWS OF  
VILLAGE GREEN OF BRADENTON CONDOMINIUM SECTION 9 ASSOCIATION, INC.

THIS AMENDMENT made and entered into as of the 9th day of February, 1982 by VILLAGE GREEN OF BRADENTON CONDOMINIUM SECTION 9 ASSOCIATION, INC., a non-profit corporation under the laws of the State of Florida, hereinafter referred to as the "Association" for itself, its successors, grantees and assigns;

WHEREAS, Article VIII of the Bylaws as recorded in Official Records Book 940, Pages 262 through 270, inclusive, of the Public Records of Manatee County, Florida, provides for the amendment of these Bylaws of the Association and further provides that a copy of each amendment shall be attached to a certificate, certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed and be effective when such certificate and copy of amendment are recorded in the Public Records of Manatee County, Florida, and

WHEREAS, pursuant to Article VIII of the Bylaws, a resolution proposing the hereinafter within amendments to Article II, Paragraph 3, Article III, Paragraph 2 and Paragraph 6; Article IV, Paragraph 1, and Paragraph 8; and Article IX were proposed by the Board of Directors at a regularly called, duly convened, and held annual meeting on February 9, 1982, and the hereinafter within amendments were adopted by the vote of the members of the Association, as required by the Bylaws, the Declaration of Condominium and Florida Statutes; and

WHEREAS, proper notice of the annual meeting and the proposed Bylaw Amendments in the form required by the Declaration of Condominium, the Bylaws and Florida law was given to the members; and

WHEREAS, at said annual membership meeting there was approval vote by the majority of the voting rights of the entire membership for adoption of the within amendments;

NOW, THEREFORE, pursuant to Article VIII therein, these Bylaws as annexed and incorporated within said Declaration of Condominium for VILLAGE GREEN OF BRADENTON CONDOMINIUM SECTION 9 ASSOCIATION, INC., a condominium be and are hereby amended as follows:

ARTICLE II. MEMBERSHIP, Paragraph 3 is changed to read as follows:

3. ANNUAL MEETING. An annual meeting of the members for the purpose of electing directors and for the transaction of such other business as may come before the meeting shall be held at such place within Manatee County and at such date and time within the first ten days of February as may be designated by the President. Notice of the meeting shall be posted in a conspicuous place on the condominium property and mailed to each member by certified mail at least fourteen (14) days prior to the meeting. Members may waive such notice in writing.

O.R. 1043 PG 1644

ARTICLE III. BOARD OF DIRECTORS, Paragraph 2 and 6 are changed to read as follows:

2. NUMBER. The number of directors shall be designated by resolution of the membership from time to time but shall in no event be less than three directors. Each shall be a member of the Association, or a person exercising the rights of an owner who is not a natural person, or the spouse acting as attorney-in-fact for husband or wife who has full ownership. Similarly, if the condominium unit is the property of an adult child or children of the resident and resident has power of attorney from the child or children, such resident could serve on the board of directors. Each director shall hold office for two years and shall be elected in such manner at the annual meeting that the number of directors serving on the board from time to time shall have their terms of office evenly divided so far as possible so that half of their terms shall expire at the time of each annual meeting of the members.

6. REMOVAL. Any director may be removed by majority vote of the membership at a special meeting called for that purpose and the vacancy created thereby shall be filled by the election of a new director at the same meeting.

ARTICLE IV. OFFICERS, Paragraph 1 and 8 are changed to read as follows:

1. NUMBER. The Officers shall be a president, a vice-president, a secretary and a treasurer, each of whom shall be elected by the board of directors. Such assistant officers as may be deemed necessary may be elected by the board of directors. The president and secretary may not be the same person. Officers must be members of the Association, or a person exercising the membership rights of a unit owner which is not a natural person, or the spouse, acting as attorney-in-fact for husband or wife who has full ownership. Similarly, if a condominium unit is the property of an adult child or children of a resident and the resident has power of attorney from the child or children, such resident could serve as an officer. The President must be a member of the board of directors. All officers shall serve without compensation unless otherwise provided by resolution of the membership.

8. REMOVAL. Any Officer may be removed by majority vote of the board of directors at a special meeting called for that purpose and the vacancy created thereby shall be filled by the election of a new officer at the same meeting by the remaining directors.

ARTICLE IX. REGULATIONS is changed to read as follows:

The board of directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the condominium, and restrictions upon and requirements respecting the use and maintenance of the units and of the common elements of the condominium as may be deemed necessary and appropriate from time to time

to assure the enjoyment of all unit owners and to prevent unreasonable interference with the use of the units and the common elements, as shall not be inconsistent with the condominium act, the Declaration of Condominium, the Articles of Incorporation, and these bylaws. It shall be the obligation of the unit owner who wishes to sell, transfer, lease or permit occupancy of his unit by someone other than a member of the owner's immediate family to supply the purchaser, tenant, etc. with a copy of the Declaration of Condominium, Articles of Incorporation and Bylaws, and a copy of current Rules and Regulations for the Association, prior to the consummation of sale, and/or occupancy. If the unit owner-seller does not have copies of these documents the Association will provide copies to him at cost.

The remainder of these Bylaws, as amended and the Declaration of Condominium, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the Present and Secretary Pro-Tem/Treasurer respectively of the Association have hereunto set their hands and affixed the corporate seal this 7 day of February, 1983.

VILLAGE GREEN OF BRADENTON CONDOMINIUM  
SECTION 9 ASSOCIATION, INC.

ATTEST:

By: Norman B. Schultz Secretary Pro-Tem/Treasurer  
By: E. T. Kimball President

CORPORATE SEAL:

STATE OF FLORIDA:  
COUNTY OF MANATEE:

The foregoing instrument was acknowledged before me this 7 day of February, 1983, by E. T. Kimball, President of Village Green of Bradenton Condominium Section 9 Association, Inc., a Florida corporation, on behalf of the corporation.

My Commission Expires: Barbara M. Langford  
Notary Public, State of Florida at Large  
My Commission Expires October 22, 1985

The foregoing instrument was acknowledged before me this 7 day of February, 1983, by Norman B. Schultz, Secretary Pro-Tem/Treasurer of Village Green of Bradenton Condominium Section 9 Association, Inc., a Florida corporation, on behalf of the corporation.

My Commission Expires: Barbara M. Langford  
Notary Public

Notary Public, State of Florida at Large  
My Commission Expires October 22, 1985

FILED AND RECORDED  
R.B. SHERST, CLERK  
MANATEE COUNTY, FLA.  
FEB 7 1 51 PM '83  
882158

O. R. 1043 PG. 1646



THIS INSTRUMENT PREPARED BY:  
 Harlan R. Dombor, Esquire  
 333 S. Tamiami Trail S.C.  
 Venice, Florida 33595

164187

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
 VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9**

Pursuant to the provisions of Section 718.110, Florida Statutes (1986), and the Declaration of Condominium of VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9, recorded in Official Records Book 940, Pages 215 et. seq., and as subsequently amended, in the Public Records of Manatee County, Florida, Section 15 of Article XX, entitled "Sales, Transfer, Lease or Occupation of Unit", is hereby amended by adding thereto, following the first full paragraph thereof, the following paragraph:

"The foregoing provisions of this section shall not be interpreted so as to permit leasing or rental of any unit or part thereof for business, speculation, investment, or other similar purposes except in such instances where the Board of Directors determines that the enforcement of said prohibition would constitute an undue hardship upon the owner of said unit which was not of said owner's own making, in which event the Board may determine to permit a leasing or rental of said unit in accordance with the provisions of the Bylaws and the Regulations promulgated pursuant thereto."

KEY: Words underlined are additions.

This amendment was adopted at a duly called meeting of the VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9 ASSOCIATION, INC., upon an affirmative vote of more than two-thirds of the unit owners voting in person or by proxy, said amendment being voted upon pursuant to a resolution by all of the members of the Board of Directors of VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9 ASSOCIATION, INC., and an executed copy of such resolution is attached hereto as Exhibit "A".

IN WITNESS WHEREOF, this Certificate of Amendment to Declaration of Condominium has been executed by the President, and the corporate seal has been affixed hereto by the Secretary, of VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9 ASSOCIATION, INC. on behalf of the corporation this 17<sup>th</sup> day of April, 1987, at Bradenton, Florida.

VILLAGE GREEN OF BRADENTON  
 CONDOMINIUM, SECTION 9  
 ASSOCIATION, INC.

By: Richard Whitcomb  
 RICHARD WHITCOMB, President  
 (SEAL)

ATTEST:

Marjorie Stringfield  
 MARJORIE STRINGFIELD, Secretary

STATE OF FLORIDA  
 COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of April, 1987 by RICHARD WHITCOMB as President and MARJORIE STRINGFIELD as Secretary, of VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9 ASSOCIATION, INC., a non-profit Florida corporation, on behalf of the corporation.

Clady Luc Hudson  
 Notary Public

My Commission Expires:  
 HRD: 8996TBC

Notary Public, State of Florida  
 My Commission Expires March 4, 1989  
 Bonded By American Fidelity & Country Company

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
VILLAGE GREEN OF BRADENTON CONDOMINIUM,  
SECTION 9 ASSOCIATION, INC.**

BE IT RESOLVED, that the Board of Directors of VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9 ASSOCIATION, INC. (hereinafter "corporation"), being desirous of amending Article XX, Section 15, of the Declaration of Condominium of VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9, by the addition of the following paragraph following the first full paragraph of said section, to-wit:

"The foregoing provisions of this section shall not be interpreted so as to permit leasing or rental of any unit or part thereof for business, speculation, investment, or other similar purposes except in such instances where the Board of Directors determines that the enforcement of said prohibition would constitute an undue hardship upon the owner of said unit which was not of said owner's own making, in which event the Board may determine to permit a leasing or rental of said unit in accordance with the provisions of the Bylaws and the Regulations promulgated pursuant thereto."

KEY: Words underlined are additions.

Upon unanimous vote, the Board of Directors hereby directs that the question of the amendment to the Declaration of Condominium be submitted to a vote of the unit owners at the annual meeting of the corporation on the 9th day of February, 1987.

VILLAGE GREEN OF BRADENTON  
CONDOMINIUM, SECTION 9  
ASSOCIATION, INC.

By: Margorie Stringfellow  
MARGORIE STRINGFELLOW Secretary

**EXHIBIT "A"**

HRD:84996TBR

144187  
FILED AND RECORDED  
R.B. SHORE, CLERK  
MANATEE CNTY., FLA.  
MAY 8 11 02 AM '87  
O. R. 1183 PG 3009

355616

VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9  
CERTIFICATE OF AMENDMENT OF DECLARATION OF CONDOMINIUM

The undersigned hereby certify that they are the President and Secretary, respectively, of Village Green of Bradenton Condominium, Section 9, Association, Inc., established pursuant to Florida law to operate Village Green of Bradenton Condominium, Section 9.

The undersigned further certify that the attached Amendment of Paragraph 15 of the Declaration of Condominium of Village Green of Bradenton Condominium, Section 9, as originally recorded in Official Records Book 948, Pages 214, et. seq., of the Public Records of Manatee County, Florida, was approved at a meeting of the general membership conducted on April 20th, 1989, by the affirmative vote of the requisite percentage of unit owners in accordance with Paragraph 20 of the above referenced Declaration of Condominium.

VILLAGE GREEN OF BRADENTON  
CONDOMINIUM, SECTION 9  
ASSOCIATION, INC.

By: Richard N. Whitcomb  
Richard N. Whitcomb, President

Attest:

By: Marilyn Stevenson  
Marilyn Stevenson, Secretary

Cindy A. Giffis  
Witness

George W. Giffis  
Witness

Cindy A. Giffis  
Witness

George W. Giffis  
Witness

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 24th day of April, 1989, by Richard N. Whitcomb and Marilyn Stevenson, as President and Secretary, respectively, of Village Green of Bradenton Condominium, Section 9, Association, a Florida corporation, on behalf of the corporation.

RECORD VERIFIED  
R.B. SHORE CLERK OF CIRCUIT COURT

BY: [Signature]



Cindy A. Giffis  
Notary Public

My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: MAR. 29, 1993.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

O.R. 1278 PG 3208

**VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9**

**AMENDMENT TO DECLARATION OF CONDOMINIUM**

BY THIS INSTRUMENT, Village Green of Bradenton Condominium, Section 9, Association, Inc., established pursuant to and in accordance with Florida Statutes Chapter 718, evidences the action of the unit owners of Village Green of Bradenton Condominium, Section 9, at a meeting held on April 20th, 1989, which amends the Declaration of Condominium for that condominium, which Declaration is recorded at Official Records Book 949, Pages 214, et. seq., of the Public Records of Manatee County, Florida, as follows:

(CODING)

( Words in struck-through type are deletions from existing text.)  
 ( Words in underscored type are additions. Underscored words )  
 ( within quotation marks indicate underscoring in the original. )

15. "SALES, TRANSFER, LEASE OR OCCUPATION OF UNIT": a. In recognition of the close proximity of the units and the compact living conditions which exist in this condominium, the mutual utilization and sharing of the common elements and common recreational facilities, and the compatibility and congeniality which must exist between the unit owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the Board of Directors of the Association, or its duly authorized officers, agent or committee, to approve in writing all sales, transfers, leases or occupation of a unit before such sale, transfer, lease or occupation shall be valid and effective, and before someone other than a member of the owner's immediate family may occupy such unit. Written application for such approval shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by a transfer fee as required by regulation of the Board. Such approval shall



not be unreasonably withheld but shall be based upon good moral character, social compatibility, and financial responsibility of the proposed purchaser, transferee, lessee or occupant. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance. A lessee shall not assign his lease or sublet his condominium unit without the prior written approval of the Board of Directors or its duly authorized officers or committee.

b. The foregoing provisions of this section shall not be interpreted so as to permit leasing or rental of any unit or part thereof for business, speculation, investment, or other similar purposes except in such instances where the Board of Directors determines that the enforcement of said prohibition would constitute an undue hardship upon the owner of said unit which was not of said owner's own making, in which event the Board may determine to permit a leasing or rental of said unit in accordance with the provisions of the Bylaws and the Regulations promulgated pursuant thereto.

c. It is the purpose and intent of the unit owners of this condominium and the Board of Directors of the Association to comply with the requirements for exemption regarding familial status under the Fair Housing Amendments Act of 1988, and the regulations promulgated thereunder, (hereafter referred to collectively as "the Fair Housing Act"). The unit owners and the Board of Directors of the Association intend to keep and maintain a community which is intended for occupancy primarily by older

persons. Therefore, the unit owners have amended this declaration to include the following restrictions and policies:

- (1) at least 1 occupant in each unit must be at least 55 years of age or older, except as otherwise provided herein.
- (2) the Association shall endeavor to provide for or arrange for the provision of significant facilities within the common areas and services within the condominium specifically designed to meet the physical or social needs of older persons, as contemplated by the Fair Housing Act.
- (3) the Association shall publish and adhere to policies and procedures which demonstrate an intent by the Association to provide housing for persons 55 years of age or older.
- (4) The Association, upon application by a unit owner, tenant, purchaser or proposed lessee, shall have absolute discretion to allow a unit to be occupied only by individuals under the age of 55 based upon criteria that the board shall determine. However, for so long as the age provisions of the Fair Housing Act are in effect, the board shall comply with the requirements for exemption, including, but not limited to, insuring that not more than 20% of the units in the condominium will be occupied only by individuals under the age of 55.
- (5) The Association shall monitor the percentage of units with occupants all of whom are under the age of 55 to

insure that the board does not permit more than 20% of the units in the condominium to be occupied only by persons under the age of 55.

(6) In the event there is a change in the occupants of a unit so that there is no longer at least 1 occupant who is at least 55 years of age or older, the unit owner, and occupant, if not the unit owner, shall immediately notify the Association of the change in writing.

(7) The Association shall not have unreasonably withheld its approval of a proposed sale, transfer, lease, or occupation of a unit if the disapproval is made for one or more of the following reasons: (i) the proposed sale, transfer, lease, or occupation of a unit, would result in a violation of the terms of the declaration; (ii) the proposed sale, transfer, lease, or occupation of a unit would, in the opinion of the board, jeopardize the condominium's status as housing intended primarily for older persons; or (iii) the proposed sale, transfer, lease, or occupation of a unit would result in a violation of the Association's bylaws or rules and regulations. The foregoing shall not indicate that disapproval for a reason other than those listed is unreasonable solely because that reason is not listed.

(8) The board of directors shall consider, in approving or disapproving a proposed sale, transfer, lease, or occupation of a unit, such factors as it deems reasonable and useful in maintaining the condominium's



status as housing intended primarily for older persons,  
in addition to the other factors stated in this  
paragraph 15.

d. In the event a lease or occupation of a unit is disapproved, the unit shall not be leased or so occupied. In the event a sale or transfer is disapproved or no action is taken by the Board or its committee within fifteen (15) days after receipt of said application, and the unit owner intends to close in spite of such disapproval or inaction, the unit owner shall give the Board an additional fifteen (15) days' written notice of such intent prior to closing. In such event, the Association or any other unit owner shall have a right of first refusal to purchase said unit for the identical price, terms and conditions, which right shall be exercised in writing delivered to the proposed seller or mailed to his address as shown on the Association records. If such right is exercised by more than one, priority shall be given to the one who delivers in person or has his acceptance postmarked first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three days before the proposed closing date, the transfer may be closed pursuant to the price and terms stated in the notice. Failure of a transferor to comply with these provisions for sale or transfer shall give the Association or any other unit owner a right to redeem the unit involved from the transferee at any time before the closing of such transfer and for a period of six (6) months after the recording of such conveyance in the Public Records of Manatee County, Florida, or sixty (60) days after the

Board of Directors is given formal written notice of such transfer, whichever period is shorter. The only condition to the exercise of such right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to that date. Immediately upon the tender of such sums the transferee shall convey all his right, title and interest to the one making the redemption. In addition to all other available remedies, the right of redemption may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Association or any unit owner to enforce the provisions of this paragraph against a unit owner or transferee who fails to comply therewith, the party bringing such proceedings shall be entitled to his costs and reasonable attorneys' fees as determined by the Court, including appellate proceedings, if such party prevails.

e. The foregoing provisions shall not be applicable to purchasers at foreclosure sales of mortgages held by savings and loan Associations, banks and insurance companies, or to conveyances or leases to or from such institutional first mortgagees or the Developer.

~~The Association may appoint a rental and sales agent to handle rentals and sales as a convenience for the unit owners. Such agent may act in behalf of the Board of Directors and further approval of sales and leases made by him shall not be necessary. Such agent shall serve at the pleasure of the Board of Directors and may be replaced at any time.~~

In all other respects, the Declaration of Condominium of Village Green of Bradenton Condominium, Section 9, shall remain in full force and effect.

VILLAGE GREEN OF BRADENTON  
CONDOMINIUM, SECTION 9  
ASSOCIATION

Cecilia A. Griffin  
Witness

By: Richard N. Whitcomb  
Richard N. Whitcomb, President

[Signature]  
Witness

Attest: Marilyn Stevenson  
Marilyn Stevenson, Secretary

Cecilia A. Griffin  
Witness

[Signature]  
Witness

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 26th day of April, 1989, by Richard N. Whitcomb and Marilyn Stevenson, President and Secretary, respectively of Village Green of Bradenton Condominium, Section 9, Association, Inc., a Florida corporation not for profit, on behalf of the corporation.

Cecilia A. Griffin  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: MAR. 29, 1993.  
BONDED THIS NOTARY PUBLIC UNDERWRITERS



**VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9**

**JOINDER AND WRITTEN CONSENT  
TO AMENDMENT OF DECLARATION OF CONDOMINIUM**

The institutional lender named below, the holder of a first mortgage on one or more condominium units in Village Green of Bradenton Condominium, Section 9, by execution of this instrument joins in and evidences its written consent to the foregoing amendment to Paragraph 15 of the Declaration of Condominium of Village Green of Bradenton Condominium, Section 9.

SOUTHEAST MORTGAGE COMPANY

Attest:

*Lourdes Gonzalez*  
Asst. Secretary: Lourdes Gonzalez

By: *Jo Ellen Schroe*  
Asst. Vice President: Jo Ellen Schroe

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10th day of August, 1989, by Jo Ellen Schroe and Lourdes Gonzalez, as officers, in their capacity, of Southeast Mortgage Company, a Florida corporation, on behalf of the corporation.

*Elizabeth J. Caras*  
Notary Public  
My Commission Expires

NOTARY PUBLIC STATE  
MY COMMISSION EXPIRES  
SEPTEMBER 1, 1990

NOTARY PUBLIC STATE AT LARGE  
MY COMMISSION EXPIRES  
SEPTEMBER 1, 1990

**O.R. 1278 PG 3216**

THIS INSTRUMENT PREPARED BY:  
James E. Toale, Esq.  
1605 Main Street  
Suite 705  
Postal Drawer 4275  
Sarasota, Florida 34230

546734

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9

Pursuant to the provisions of Section 718.110, Florida Statutes (1991), and the Declaration of Condominium of VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9, recorded in Official Records Book 940, Pages 215 et. seq., and as subsequently amended in the Public Records of Manatee County, Florida, Section 14 entitled "Restriction Upon Use" is hereby amended by adding and deleting the following language from paragraph 14(c):

"(c) no dogs, cats, or other pets shall be allowed except that the initial purchase of each unit may, with the written consent of the Association, own one dog (under thirty pounds) or one cat, provided said initial purchaser agrees in writing to reasonable rules concerning such dog or cat as may be promulgated by the Association. Such one dog or one cat may not be replaced for any reason, except a small inside cat will (i.e. never outside) be allowed as long as no nuisance is created by such an animal.

KEY: Words underlined are additions and words ~~struck through~~ are deletions.

This amendment was adopted at a duly called meeting of the VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9 ASSOCIATION, INC., upon an affirmative vote of more than two-thirds of the unit owners voting in person or by proxy, said amendment being voted upon pursuant to a resolution by all of the members of the Board of Directors of VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9 ASSOCIATION, INC.

IN WITNESS WHEREOF, this Certificate of Amendment to Declaration of Condominium has been executed by the President, and the corporate seal has been affixed hereto by the Secretary, of VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9 ASSOCIATION, INC. on behalf of the corporation this 6 day of May, 1992, at Bradenton, Florida.

VILLAGE GREEN OF BRADENTON  
CONDOMINIUM, SECTION 9  
ASSOCIATION, INC.

By: Richard Pearce  
RICHARD PEARCE, President  
(SEAL)

ATTEST:

Martha Levine, Secy.  
MARTHA LEVINE, Secretary

NOTARIAL PUBLIC  
STATE OF FLORIDA

OR 1380 PG 1065



CERTIFICATE OF AMENDMENT  
AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9

Pursuant to the provisions of Section 718.110, Florida Statutes, and the Declaration of Condominium of VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9, recorded in Official Record Book 940, Pages 215 et. seq., and as subsequently amended in the Public Records of Manatee County, Florida, Section 14 entitled "Restriction Upon Use" is hereby amended by adding paragraph 14 (s):

"(s) At least one owner/occupant of each unit must be age 55 or over for permanent occupancy."

KEY: Words underlined are additions and words struck through are deletions.

This amendment was adopted at a duly called meeting of the VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9 ASSOCIATION, INC., upon an affirmative vote of more than two-thirds of the unit owners voting in person or by limited proxy, said amendment being voted upon pursuant to a resolution by all of the members of the Board of Directors of VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9 ASSOCIATION, INC.

IN WITNESS WHEREOF, this Certificate of Amendment to Declaration of Condominium has been executed by the President, and the corporate seal has been affixed hereto by the Secretary, of VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9 ASSOCIATION, INC., on behalf of the corporation this 14<sup>th</sup> day of August, 1996, at Bradenton, Florida.

VILLAGE GREEN OF BRADENTON  
CONDOMINIUM, SECTION 9 ASSOC., INC.

By: Ralph A. Uberti  
Ralph Uberti, President



ATTEST:

Marilyn Stevenson  
Marilyn Stevenson, Secretary

BK 1497 PG 1056 DTH 940628 1 of 2

BK 1594 PG 5280 DKT# 1238464 1 of 5

CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM  
VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 9**

We hereby certify that the attached amendment to the Declaration of Condominium of Village Green of Bradenton Condominium, Section 9, a Condominium (which Declaration was originally recorded at Official Records Book 940, Page 215 et seq. of the Public Records of Manatee County, Florida), was approved at the annual meeting of the Association held on February 16, 1999, by the affirmative vote of the owners of not less than two-thirds (2/3) of all units, which is sufficient for adoption under Article 20 of the Declaration of Condominium.

DATED this 3<sup>rd</sup> day of March, 1999.

VILLAGE GREEN OF BRADENTON  
CONDOMINIUM SECTION 9  
ASSOCIATION, INC.

Witnesses:

sign John A. Harris

print John A. Harris

sign Peggy L. Dudukis

print Peggy L. Dudukis

By: Jean M. Hines  
Jean Hines, President

Witnesses:

sign John A. Harris

print John A. Harris

sign Peggy L. Dudukis

print Peggy L. Dudukis

Attest: Joseph Anderson  
Joseph Anderson, Secretary



BK 1594 PG 5281 2 of 5

STATE OF FLORIDA  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 31 day of March, 1999, by Jean Hines as President of Village Green of Bradenton Condominium Section 9 Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

sign

print

State of Florida at Large (Seal)  
My Commission expires:SANDRA J. GROLEMOND  
COMMISSION # CC757932  
EXPIRES AUG 05, 2002  
BONDED THROUGH  
ADVANTAGE NOTARYSTATE OF FLORIDA  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 31 day of March, 1999, by Joseph Anderson as Secretary of Village Green of Bradenton Condominium Section 9 Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

sign

print

State of Florida at Large (Seal)  
My Commission expires:SANDRA J. GROLEMOND  
COMMISSION # CC757932  
EXPIRES AUG 05, 2002  
BONDED THROUGH  
ADVANTAGE NOTARY

Prepared by: Kevin T. Wells, Esquire  
Lobeck & Hanson, P.A.  
2033 Main Street, Suite 301  
Sarasota, Florida 34237

BK 1594 PG 5282 3 of 5

AMENDMENT**DECLARATION OF CONDOMINIUM  
VILLAGE GREEN OF BRADENTON CONDOMINIUM SECTION 9**(Additions are indicated by underline, deletions by ~~strike through~~)**15. SALES, TRANSFER, LEASE OR OCCUPATION OF UNIT:**

a. In recognition of the close proximity of the units and the compact living conditions which exist in this condominium, the mutual utilization and sharing of the common elements and common recreational facilities, and the compatibility and congeniality which must exist between the unit owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the Board of Directors of the Association, or its duly authorized officers, agent or committee, to approve in writing all sales, transfers, ~~leases or~~ occupation of a unit before such sale, transfer, ~~lease~~ or occupation shall be valid and effective, and before someone other than a member of the owner's immediate family may occupy such unit. Written application for such approval shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by a transfer fee as required by regulation of the Board. Such approval shall not be unreasonably withheld but shall be based upon good moral character, social compatibility, and financial responsibility of the proposed purchaser, transferee, ~~lessee~~ or occupant. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance. ~~A lessee shall not assign his lease or sublet his condominium unit without the prior written approval of the Board of Directors or its duly authorized officers or committee.~~

b. In further advancement of the objectives set forth in Section a above and in order to promote and protect the peace, harmony, security and property values of the condominium, no unit may be rented or leased, that is permitted for occupancy in exchange for any form of material consideration. This restriction shall not apply to any valid and approved written lease for a definite term in existence on the effective date hereof, but shall apply to any extension, renewal or sublease thereof. ~~The foregoing provisions of this section shall not be interpreted so as to permit leasing or rental of any unit or part thereof for business, speculation, investment, or other similar purposes except in such instances where the Board of Directors determines that the enforcement of said prohibition would constitute an undue hardship upon the owner of said unit which was not of said owner's own making, in which event the Board may determine to permit a leasing or rental of said unit in accordance with the provisions of the Bylaws and the Regulations promulgated pursuant thereto.~~