

BOARD RESOLUTION
VILLAGE GREEN OF BRADENTON SECTION 12 CONDOMINIUM ASSOCIATION,
INC.

WHEREAS, Village Green of Bradenton Section 12 Condominium Association, Inc. (the "Association") is responsible for the operation, maintenance and management of the Village Green Section 12 Condominium, according to the Declaration of Condominium thereof recorded at O.R. Book 983, Page 3260, et seq. of the Manatee County Official Records and the Amended and Restated Declaration of Condominium ("Declaration") also recorded in the Manatee County official records; and

WHEREAS, the Board of Directors (hereinafter "Board") is responsible for the day to day affairs and administration of the Association, including the enforcement of the covenants and restrictions contained in the aforesaid Declaration and Rules and Regulations adopted by the Board of Directors; and

WHEREAS, the Declaration and Rules contain various restrictions regarding the use of the Association Property, the Common Elements and individual Units; and

WHEREAS, the Board believes that steadfast enforcement of the existing restrictions are necessary to fulfill its fiduciary duties to the Unit Owners, maintain property values and to establish a uniform community of congenial residents; and

WHEREAS, the Board realizes that past administrations may have permitted certain violations of the Declaration regarding Article 12.4 (Pets). Nevertheless, going forward, the Board intends to consistently and uniformly enforce Article 12.4 of its Declaration and all other provisions of its governing documents. However, in order to avoid legal entanglements, the Board wishes to "grandfather-in" all known violations of Article 12.4 of the Declaration existing on or before the date of this Resolution where the Association has not already initiated enforcement or compliance proceedings (i.e. in the form of a demand letter or other legal action). The Board will continue to prosecute those violations existing on or before the date of this Resolution where the Board has already initiated enforcement action (i.e. in the form of a demand letter or other legal action).

NOW, THEREFORE, it is hereby resolved as follows:

1. The above recitations are true and correct and are hereby incorporated into this Resolution.
2. As of the date of this Resolution, the Board hereby resolves to consistently enforce the pet restrictions contained within Article 12.4 of the Declaration.
3. The Board may promulgate additional rules and restrictions pertaining to those existing cats grandfathered-in by this Resolution.
4. Any Unit Owner who has a cat that is grandfathered-in under the terms of this Resolution (which grandfathered pets are all cats) may continue to keep such cat but when the cat dies or where the Unit owner permanently removes the cat, the Unit Owner will no longer be permitted to have any pet and must comply with Article 12.4 of the Declaration.

5. A copy of this Resolution will be mailed to each Unit Owner so as to properly notify all Unit Owners of this Resolution and the prohibition against future violations to the use of the Association Property, the Common Elements and individual Units.

THE BOARD CONSIDERED THIS RESOLUTION AT A BOARD MEETING HELD ON MAY 23, 2012. THERE WERE 4 VOTES IN FAVOR AND 0 VOTES OPPOSED.

As adopted by the Board of Directors on this 23RD day of May, 2012.

**VILLAGE GREEN OF BRADENTON SECTION 12
CONDOMINIUM ASSOCIATION, INC.**

By: Sandra J. Barton
, Secretary

ACTIVE: 3877729_1

CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS
OF VILLAGE GREEN OF BRADENTON CONDOMINIUM SECTION 12

Notice is hereby given that at a duly called meeting of the members on October 28, 2008, and continued on November 18, 2008, by a vote of not less than two-thirds of the voting interests of the Association after the unanimous adoption of the proposed amendments by the Board of Directors, the Declaration of Condominium, Articles of Incorporation, and the Bylaws for Village Green of Bradenton Condominium Section 12, as originally recorded in the Official Record Book in the Public Records of Manatee County, together with amendments thereto, be and the same hereby amended as follows:

1. The Declaration of Condominium is hereby amended by a Restatement of the Declaration of Condominium.
2. The Articles of Incorporation are hereby amended by a Restatement of the Articles of Incorporation.
3. The Bylaws are hereby amended by a Restatement of the Bylaws.

In witness whereof, Village Green of Bradenton Condominium, Section 12, Association, Inc., has caused this Certificate of Amendment to be executed in accordance within the authority above expressed this 27th day of FEB 2009.

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MANATEE COUNTY CLERK COURT
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Village Green of Bradenton Condominium,
Section 12, Association, Inc.

ATTEST:

Sandra L. Burton

Secretary

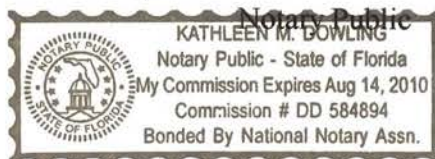
By: Andre J. Lortie

President

STATE OF FLORIDA)
COUNTY OF MANATEE)

On this 27th day of Feb, 2009, personally appeared Andre J. Lortie, and acknowledged before me that he executed this instrument for the purpose herein expressed.

Kathleen M. Dowling



BOARD RESOLUTION
VILLAGE GREEN OF BRADENTON SECTION 12 CONDOMINIUM ASSOCIATION,
INC.

WHEREAS, Village Green of Bradenton Section 12 Condominium Association, Inc. (the "Association") is responsible for the operation, maintenance and management of the Village Green Section 12 Condominium, according to the Declaration of Condominium thereof recorded at O.R. Book 983, Page 3260, et seq. of the Manatee County Official Records and the Amended and Restated Declaration of Condominium ("Declaration") also recorded in the Manatee County official records; and

WHEREAS, the Board of Directors (hereinafter "Board") is responsible for the day to day affairs and administration of the Association, including the enforcement of the covenants and Restrictions contained in the aforesaid Declaration and Rules and Regulations adopted by the Board of Directors; and

WHEREAS, the Article 5.1 of the Amended and Restated Bylaws contain provision for the Board to be governed by the Board of Directors and the Board shall consist of five (5) directors, unless not less than ninety (90) days before the annual membership meeting, the members (via written action or at a special membership meeting) choose a different number of directors. The number of directors shall always be odd and never less than three (3). All directors shall serve two (2) year staggered terms of office; and

WHEREAS, in May of 2008 the board held a membership vote to increase the number of directors from five (5) to seven (7). The results of this vote were presented at the June 17, 2008 board meeting with Fifty-Three (53) members voting in favor of the increase.

NOW, THEREFORE, it is hereby resolved as follows:

1. The above recitations are true and correct and are hereby incorporated into this resolution.
2. As of the date of this resolution, the Board hereby resolves the number of Directors shall be seven (7). The Board re-implements two (2) year staggered terms with each Director serving a two (2) year staggered term as per Section 718.112(2)(d)2 of the Florida Statutes.

THE BOARD CONSIDERED THIS RESOLUTION AT A BOARD MEETING HELD ON OCTOBER 22, 2013. THERE WERE 6 VOTES IN FAVOR AND 0 VOTES OPPOSED.

As adopted by the Board of Directors on this 22nd day of October, 2013.

VILLAGE GREEN OF BRADENTON SECTION 12
CONDOMINIUM ASSOCIATION, INC.

By: Sandra Barton
Secretary

VILLAGE GREEN OF BRADENTON CONDOMINIUM SECTION 12

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM

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EXHIBIT "A" – Condominium Plat

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM

VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 12

[Substantial Rewording of Declaration of Condominium. See original Declaration of Condominium and prior amendments for present text.]

ARTICLE 1.

DEDICATION AND CONDOMINIUM NAME

Those certain properties situate in the County of Manatee, State of Florida, which properties are more particularly described in Exhibit "A" attached hereto and incorporated herein, have been previously submitted to condominium ownership pursuant to Chapter 718, Florida Statutes, as amended from time to time (herein, "the Condominium Act"). The condominium shall be known and identified as VILLAGE GREEN OF BRADENTON Condominium of VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 12 was recorded at Official Records Book 983, Page 3260 et seq. of the Public Records of Manatee County, Florida.

ARTICLE 2.

DEFINITIONS

For all purposes, the terms used in this Declaration of Condominium, the Articles of Incorporation, Association Bylaws and the Rules shall have the meaning stated in the Florida Condominium Act (Section 718.103, Florida Statutes) as amended from time to time and as set forth below, unless the context otherwise requires. Also, throughout the Declaration of Condominium, Articles of Incorporation, Association Bylaws and Association Rules, whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined in this Declaration of Condominium or by the Condominium Act, the Association's Board of Directors shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.

2.1 ARTICLES OF INCORPORATION or **ARTICLES** means the Articles of Incorporation of VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 12, ASSOCIATION, INC., as amended from time to time.

2.2 ASSOCIATION means VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 12, ASSOCIATION, INC., and a Florida Not for Profit Corporation.

2.3 BYLAWS means the Bylaws of the Association, as amended from time to time.

2.4 COMMON EXPENSES means all expenses and assessments properly incurred by the Association for or on behalf of the Condominium, and shall include but not be limited to the following:

a. Expenses and costs of maintenance, operation, repair and replacement of the condominium property, Association property, common elements, limited common elements and roadways.

b. Cost of fire, windstorm, flood and other property and liability insurance as provided herein or as elected by the Association's Board of Directors.

c. Costs of management of the Condominium and administrative costs of the Association including without limitation professional fees and expenses.

d. Costs of water and sewage service, electricity and other utilities which are not metered to the individual condominium units;

e. Labor, materials and supplies used in conjunction with the common elements, limited common elements or Condominium Property.

f. Cost of additions, material alterations or substantial improvements of the common elements or Association property; 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.

g. Damages to the condominium property in excess of insurance coverage.

h. Salary of a manager or management company, if deemed desirable by the Board of Directors.

i. Expenses declared common expenses by the Condominium Act, the provisions of this Declaration, the Articles of Incorporation, the Bylaws or the Board of Directors.

j. Any valid charge against the condominium property or Association property.

k. The costs of maintaining the drainage lake described in Article 9 herein.

2.5 CONDOMINIUM means all of the condominium property of VILLAGE GREEN OF BRADENTON CONDOMINIUM SECTION 12, as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.6 CONDOMINIUM PROPERTY means the lands, leaseholds and personal property that are subjected to condominium ownership whether or not contiguous, all improvements located thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

2.7 DECLARATION OF CONDOMINIUM or DECLARATION means the Declaration of Condominium of the Condominium originally recorded at Official Records Book 983, Page 3260 et seq. of the Public Records of Manatee County, Florida, as amended from time to time.

2.8 RULES mean the rules governing the use and occupancy of the condominium property and condominium units adopted by the Association Board of Directors as provided herein, in the Articles of Incorporation and Association Bylaws.

2.9 UTILITY SERVICES shall include but not be limited to electric power, gas, water, and sewer, garbage collection, basic cable television and pest control service.

2.10 VOTING INTERESTS shall mean all the voting rights distributed to Association members.

ARTICLE 3. SURVEY AND PLOT PLAN

A survey of said land (showing the improvements located thereon, and a graphic description of the improvements) and plot plan locating the improvements thereon, the units,

common elements, and the approximate dimensions thereof, are attached hereto as Exhibit "A", and are incorporated herein (herein, "the Plat"). The condominium units shall be known and numbered as described in said Exhibit "A." The original Plat was recorded at Condominium Book 10, Pages 167-170, inclusive, of the Public Records of Manatee County, Florida. The Condominium includes a pool and residential buildings containing a total of eighty (80) condominium units. The locations, dimensions, descriptions, identification, and numbering or lettering of the respective condominium units shall be described in Exhibit "A". In the event that the actual physical location of any Unit does not precisely coincide with Exhibit "A", the actual physical location shall control.

**ARTICLE 4.
UNITS AND APPURTENANCES**

A Unit shall consist of the space defined in Exhibit "A", and the Unit boundaries are stated on the Condominium Plat and are as follows:

A Unit shall consist of the space bounded by a vertical projection of the respective Unit boundary lines shown on the Condominium Plat representing the surface of the outside finished exterior walls and center of interior party walls, and from the plane of the bottom of the foundation of the structure to the plane of the peak of the roof and shall include the roof overhang, eaves, window sills, porches, stoops, all projecting integral parts of the structure, and that portion of any enclosed courtyard lying within the boundaries of the Unit extended, whether indicated on the Plat or not.

**ARTICLE 5.
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 1/80th interest therein (i.e., 1.25 percent per Unit).

ARTICLE 6.
COMMON ELEMENTS

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

- a.** All of the above-described land.
- b.** All improvements and parts thereof which are not included within the boundaries of 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 systems, and all other ducts, conduits, cables, wires or pipes, located 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 an amendment to this Declaration approved and executed as provided herein for amendments generally, pursuant to the provisions of Section 718.110(6), Florida Statutes.

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.

6.2 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 exclusive 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.

ARTICLE 7. THE ASSOCIATION

7.1 AUTHORITY. The operation of the Condominium shall be by VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 12, ASSOCIATION, INC., a Florida corporation not for profit (hereinafter, "the Association"). All of the affairs and property of the Condominium and of the Association shall be controlled by the Association's Board of Directors.

7.2 POWERS AND DUTIES. The powers and duties of the Association's Board of Directors shall include without limitation those set forth in the Articles of Incorporation, Bylaws, this Declaration, the Condominium Act, and Chapter 617, Florida Statutes (herein, the "Not-for-Profit Corporation Act").

7.3 MEMBERSHIP. All persons owning a vested present interest in the fee title to any of the units in the Condominium, which interest is evidenced by a proper instrument duly recorded in the Public Records of Manatee County, Florida, shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates.

**ARTICLE 8.
VOTING RIGHTS**

Each condominium Unit shall be entitled to one (1) vote at Association membership 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 interests may appear, or may be exercised by one of such joint owners by written agreement of the remainder of such joint ownership.

**ARTICLE 9.
DRAINAGE LAKE**

The Condominium Property is drained into a water retention lake located in the middle of the Condominium. The central part of this lake, as shown on Exhibit "A", is also part of the Condominium Property.

**ARTICLE 10.
MAINTENANCE, ALTERATIONS AND IMPROVEMENTS**

10.1 BY THE UNIT OWNER. Each unit owner shall maintain in good condition, repair and replace everything within the confines of the owner's condominium Unit, except that the painting of the garage doors, exterior walls and roof surfaces shall be the responsibility of the Association. The unit owner shall maintain, repair and replace the Unit's plumbing, electrical, heating and air conditioning, appliance, masonry, carpentry and interior walls, roofs, windows, screens, all doors and garage doors, with respect to an individual Unit. All such maintenance, repairs and replacements which are visible from the exterior of a Unit shall be identical to the original item so as to maintain a harmonious appearance with the remaining improvements in the Condominium. No owner shall paint any exterior wall, door, garage door, window, patio or any exterior surface, nor plant or remove any plantings, nor make any structural additions or alterations to any Unit or the common elements, without the prior written consent of the Association's Board of Directors. No owner shall replace the Unit's garage door without the prior written approval of the Association's Board of Directors.

Each unit owner shall contract and pay for all utilities which are separately metered to the owner's Unit.

10.2 BY THE CONDOMINIUM ASSOCIATION. The Association's Board of Directors shall be responsible for the maintenance, repair and replacement of all common elements 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 of the garage doors, exterior walls and the cleaning of roof surfaces of the units. The Association's Board of Directors shall determine from time to time the landscaping, exterior color scheme and decoration, and exterior lighting of all units, buildings and improvements. The Association shall maintain, repair and replace the landscaping and exterior appearance of all the Condominium Property in a first-class condition.

10.3 ENFORCEMENT OF UNIT OWNER MAINTENANCE RESPONSIBILITIES. In the event the owner of a Unit fails or refuses to properly and timely maintain, repair or replace any portion of the Unit as required herein, the Association's Board of Directors shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, and shall be entitled to recover court costs, reasonable trial and appellate attorneys' fees. Alternatively, the Association shall have the right to, after providing the owner a reasonable opportunity to comply, assess the unit owner and the Unit for the necessary sums to perform the required maintenance, repair or replacement plus a ten percent (10%) service fee. After such assessment, the Association shall have the right for its contractors, agents or employees to enter a Unit and to perform the necessary work without further notice to the owner. The Association shall have the same remedies to collect such an assessment, including but not limited to filing and foreclosing a claim of lien, as it has for the collection of a delinquent assessment for common expenses.

10.4 UNIT ACCESS. The Association, its agents, contractors or employees, shall have the irrevocable right to have access to each Unit from time to time at reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any common elements or portions of the Unit for which it is responsible, or as necessary to inspect and/or prevent damage to the common elements or other units, and for the purpose of carrying out any provisions referred to in this Declaration of Condominium.

10.5 ALTERATIONS AND IMPROVEMENTS. The Association Board of Directors may materially alter and substantially improve the common elements and Association property, provided that any expense for such purpose which exceeds Ten Thousand Dollars (\$10,000.00) annually shall not be made without the prior approval of not less than a seventy-five percent (75%) of the members present (in person and by proxy) at an Association membership meeting called in whole or in part for that purpose. This monetary limitation shall

not apply to any Association expenditure for the purpose of maintenance, repair, replacement, preventive maintenance or compliance with a governmental order or requirement.

ARTICLE 11.
INSURANCE, DESTRUCTION AND RECONSTRUCTION

11.1 INSURANCE. 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 and the respective units and personal property of the Association, for the full replacement or insurable value thereof (excluding foundation and excavation costs). Such coverage may include reasonable deductibles as determined by the Board of Directors from time to time. The premium for such insurance shall be paid by the Association as common expenses. The Association Board of Directors shall have full authority as agents for the insured to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association and the institutional first mortgagees shall be furnished mortgagee endorsements covering their respective interests.

Unit owners shall be responsible for insuring their personal property and against personal liability and living expense. Every hazard insurance policy issued or renewed on or after January 9, 2009, to an individual unit owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual unit owner providing such coverage shall be without rights of subrogation against the Association that operates the Condominium in which such unit owner's Unit is located. All real or personal property located within the boundaries of the unit owner's Unit which is excluded from the coverage to be provided by the Association as set forth in below shall be insured by the individual unit owner.

11.2 CASUALTY LOSS. 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 eighteen percent (18%) per annum from the date of such assessments, and reasonable attorney's fees and costs, to the same extent that it has a lien for any unpaid assessments under the Condominium Act. The Association's insurance carrier shall not have a right of subrogation against a unit owner, but if it is determined that the damage was proximately caused by the negligence of a unit owner, such unit owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds. 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.

11.3 SUBSTANTIAL OR TOTAL DESTRUCTION. In the event of a total or substantial destruction of more than fifty percent (50%) of the units and common elements, they shall be restored as above provided, unless the owners of two-thirds (2/3rds) 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 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 units 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, the trustee shall apportion the remaining funds in its hands among the units in accordance with the 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 owner. All mortgages and other liens upon the respective units shall be fully released and discharged, as provided herein even though the share of a particular Unit in said funds 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 or her Unit at the time of 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 or perfection of their liens.

11.4 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 a part of the common expenses.

11.5 PRIMARY COVERAGE. Every hazard insurance policy issued or renewed after January 1, 2004, to protect the Condominium shall provide primary coverage for:

- a. All portions of the condominium property located outside the units;
- b. The condominium property located inside the units as such property was initially installed, or replacements thereof of like, kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the Unit was initially conveyed; and
- c. All portions of the condominium property for which the Declaration of Condominium requires coverage by the Association.

Anything to the contrary notwithstanding, the terms "condominium property," "building," "improvements," "insurable improvements," "common elements," "association property," or any other term found in the Declaration of Condominium which defines the scope of property or casualty insurance, shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit's boundaries. The foregoing is intended to establish the property or casualty insurance responsibilities of the Association and those of the individual unit owner and do not serve to broaden or extend the perils of coverage afforded by any insurance contract provided to the individual unit owner.

11.6 CLAIMS. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The unit

owners shall have no personal liability upon any such claims and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his or her particular Unit, as the owner may deem appropriate.

ARTICLE 12. USE RESTRICTIONS

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

12.1 SINGLE FAMILY RESIDENTIAL USE. Each condominium Unit shall be used exclusively as a single family residential dwelling. "Single Family" shall mean occupancy by a single housekeeping unit composed of one (1) person; two (2) people no matter how related; or three (3) or more persons all of whom are related to each other by blood, marriage, legal custodian, or legal designee of a parent for a minor child residing within the Unit, it being the intention of this provision to prohibit occupancy of the Unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap or other protected classification under federal and Florida fair housing laws.

12.2 55 AND OVER RESTRICTION. VILLAGE GREEN OF BRADENTON CONDOMINIUM SECTION 12 is intended and operated to provide housing for residents who are fifty-five (55) years of age or older. As such, each Unit shall (unless vacant) be occupied by at least one person fifty-five (55) years of age or older, and a Unit may not be occupied unless that condition is met. Also, no minors shall occupy a condominium Unit for more than thirty (30) days in any one calendar year. Notwithstanding the foregoing, a Unit occupied by the underage surviving spouse of an owner over 55 years of age may continue to be occupied by that spouse so long as this does not result in the Association being in violation of state or federal law. To aid in enforcement of this section and to comply with federal and state law, each Unit occupant shall, upon request of the Association to the occupant or to the unit owner, provide proof of age, whether by copy of driver's license, birth certificate, passport, immigration card, military identification or other reliable government-issued identification acceptable to the Association.

12.3 BUSINESS USE. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or any other purpose, shall be conducted, maintained or permitted on any part of the Condominium Property, or in any condominium Unit, except unit owners may conduct limited business or professional activities if such use is incidental to the primary use of the Unit for single family residential purposes and does not violate applicable governmental zoning and other regulations, but only if such use is confined solely within the Unit and the activity cannot be seen, heard or smelled by other residents of the Condominium. Provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the Condominium, or increases the insurance risk of the other owners or the Association, or if the activity constitutes a dangerous activity. The Association is excluded from the general prohibition on the conduct of business given its duties and responsibilities under the documents and applicable law.

12.4 PETS. No dogs, cats, or other pets shall be allowed.

12.5 SIGNS AND FLAG. No sign of any type, description or nature shall be maintained, kept, displayed or permitted on any part of the common elements or limited common elements nor in or on any Unit where the same may be viewed from the common elements, except one "for sale" sign may be displayed in a Unit window or on the entry gate, and except those signs specifically approved in writing by the Association's Board of Directors. As an exception to the above, each owner may display one small security company sign. One U.S. Flag may be displayed in a tasteful, respectful and appropriate manner and in compliance with the requirements of the United States Flag Code.

12.6 INTERFERENCE. Owners and occupants of condominium units shall not suffer, permit or maintain in their premises loud noises or obnoxious odors, nor otherwise interfere with the rights of other unit owners. No use or practice shall be permitted which is a source of unreasonable annoyance to residents or other occupants of units or which interferes with the peaceful possession or proper use of the Condominium Property. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse, nor garbage shall be allowed to accumulate nor any fire hazard allowed to exist.

12.7 LAWFUL CONDUCT. No nuisance, improper, offensive, hazardous or unlawful use shall be made of the common elements, Association property or of a Unit. No electronic machine or apparatus of any sort shall be used or maintained in a Unit that interferes with television reception in other Units. All laws, ordinances and regulations of all governmental bodies must be obeyed. Violations of laws, orders, rules, regulations or requirements of any governmental agency shall be corrected by, and at the sole expense of, the

requirements of any governmental agency shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth.

12.8 UNIT ALTERATIONS. No owner or occupant shall paint or otherwise change the appearance of any exterior wall, door, window, patio, or any exterior surface; place any sunscreen, blind or awning on any exterior opening; place any draperies or curtains at the windows of any Unit without a solid, light color liner acceptable in color to the Board of Directors facing the exterior of the Unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board of Directors. No owner or occupant shall construct or maintain any exterior wire, antennas, clothes lines, lights, signs, garbage or refuse receptacles or other fixtures, equipment, structures; place any signs or symbols in windows; hang any laundry, garments or other unsightly objects which are visible outside of a Unit; nor any of the foregoing without the prior written consent of the Association's Board of Directors.

12.9 COMMON ELEMENT ALTERATIONS. No owner shall improve, alter or modify the common elements, Association property nor improve plant, replant or replace any trees, bushes or sod, or remove fill dirt, without obtaining the prior written consent of the Board of Directors. No Unit alteration or improvement may be constructed which encroaches upon the common elements without the unanimous unit owner and lien owner joinder and consent required by Section 718.110(4), Florida Statutes.

12.10 HAZARDS. No unit owner shall permit or suffer anything to be done or kept in the owner's Unit or on the common elements or limited common elements which would be a health, safety or fire hazard or which will increase insurance rates on the owner's Unit or on the Condominium Property.

12.11 STRUCTURAL ALTERATIONS. No owner or tenant shall make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the Unit) to any Unit, to the common elements or limited common elements without the prior written consent of the Board of Directors.

12.12 PARTITION. No condominium parcel or Unit shall be divided or subdivided or severed from the realty, nor shall any Unit be subject to partition in kind.

12.13 PARKING AND VEHICLES. No outside parking is allowed for commercial vehicles, recreational vehicles, boats, campers, trailers, mobile homes and similar vehicles in any

Unit, common element or parking area, except service vehicles during the time they are actually providing a service to a Unit or to the Association.

12.14 RULES. Owners, tenants and occupants of units shall abide by all provisions of the Condominium Act, this Declaration, the Articles of Incorporation, Bylaws and all rules promulgated by the Association's Board of Directors from time to time.

12.15 TELEVISION AND OTHER OUTDOOR ANTENNAE. No television, radio, satellite, or other antenna or satellite system may be installed on the common elements without the prior written approval of the Board of Directors. Certain television, satellite, or other antenna systems may be erected or installed on a Unit or the Unit's limited common elements, subject to compliance with the following requirements:

a. Permitted Antennae. Permitted antennae include (collectively hereinafter referred to as "antennae"): direct broadcast satellite dishes (DBS) that are less than one meter (39 inches) or less in diameter; multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter of diagonal measurement. Such devices may be mounted on masts to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than twelve feet (12') above the building roof line without prior written approval of the Association Board of Directors; television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve feet (12') above the building roof line. Any mast located higher than twelve feet (12') above the building roof line must be approved in writing by the Association Board of Directors; No mast or antenna or similar structure for the transmitting or receiving of am/fm radio, amateur radio or any other form of radio communication shall be permitted.

b. Antennae Location and Paint. To the extent feasible, all antennae must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other unit owners or persons if this placement would still permit reception of an acceptable quality signal. All antennae shall be painted to blend into the background against which they are mounted for as long as the paint will not interfere with an acceptable quality signal. All antennae shall be screened from view from neighboring properties and pedestrian and vehicular access areas with landscaping plants commonly used in or about the Condominium at a height of at least forty-eight inches (48"). Taller antennae shall be screened to their full height if reasonably practicable and if the screening would not impair the reception of an acceptable quality signal.

c. **Compliance with Requirements.** To safeguard the safety of the unit owners, occupants of the residence in which the antennae are located, neighboring unit owners, and other owners and persons residing in the Condominium, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including, but not limited to, obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennae away from power lines and other potentially dangerous areas, installing and using the antennae in accordance with safety recommendations and requirements of the antennae manufacturer, and in accordance with the customs and standards for the antennae industry, including compliance with electrical code requirements to properly ground the antennae, and installation requirements to properly secure the antennae.

12.16 RENTALS. No unit owner shall lease individual rooms. No Unit shall be rented for a term of less than twelve (12) consecutive months, nor more often than one (1) time in any calendar year. The Association shall require a prospective tenant place a security deposit, in an amount not to exceed the equivalent of one (1) month's rent, into an escrow account maintained by the Association. The security deposit shall protect against damages to the common elements and Association property. During the period a Unit is leased, the unit owner shall not have the right to use the common elements and facilities except as a guest of the tenant or another owner. All tenants and Unit occupants shall be subject to and must comply with the provisions of the Declaration, Articles of Incorporation, Association Bylaws and Association Rules, and any failure or refusal to comply therewith shall be deemed a default and material breach of the lease.

12.17 GUESTS. All guests, tenants and invitees of the owner shall comply with all of the restrictions in this Declaration and with all rules of the Association. The Association may require any guest, tenant or invitee who continues to violate a restriction or rule, after due warning to the guest, tenant or invitee, to leave the Condominium Property. The unit owner shall be held responsible for any damage to the common elements committed by the owner's tenants, family, agents, contractors invitees or guests and shall be responsible for ensuring that the tenants, family, agents, contractors, invitees or guests comply with all condominium restrictions and rules.

12.18 DISPOSAL. No unit owner shall dispose of trash and garbage other than in conformity with the rules and regulations of the City of Bradenton. 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.

12.19 OBSTRUCTION. 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.

12.20 PORCHES. 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.

**ARTICLE 13.
SALE, LEASE OR OTHER TRANSFER**

In recognition of the close proximity of the units and the compact living conditions which exist in the 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 or its duly authorized officers, agent or committee, to approve in writing all sales, transfers, leases or occupations shall be valid and effective, and before someone other than a member of the owner's immediate family may occupy such Unit.

13.1 APPLICATION AND INTERVIEW. 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 in an amount not to exceed the maximum amount allowed by law. The Board may require the prospective purchaser, transferee, lessee or occupant to submit to an in-person interview. In the case of a demonstrated hardship, the Board may allow a telephone interview of such person(s). When considering such application, consideration shall be given to non-discriminatory factors including without limitation good moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser, transferee or lessee and all other matters deemed relevant by the Board of Directors. 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 tenant or lessee shall not assign or sublet a condominium Unit without the prior written approval of the Board of Directors or its duly-authorized agent, officer or committee.

13.2 LEASE. Approval or disapproval of a proposed lessee or occupant shall be delivered to the owner within thirty (30) days of the Association's receipt of a completed application, transfer fee and interview of all prospective occupants of a Unit.

13.3 SALE OR OTHER TRANSFER. In the event a sale or transfer is disapproved or no action is taken by the Board or its duly authorized officers, agent or committee within thirty (30) days after receipt of a complete application, transfer fee and interview of all prospective owners or occupants of a Unit, 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.

13.4 BONA FIDE SALE PRICE. In the event the Board is of the opinion that the price is not a bona fide sales price, then the sales price for purposes of the right of first refusal shall be the fair market value of the Unit determined by the average of the values assigned by the written appraisals of three (3) recognized real estate appraisers, one of whom shall be selected by the Association, one by the proposed seller and the third by the first two appraisers. The cost of such appraisals shall be divided between the Association and the proposed seller. If such right of first refusal 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 (3) days before the proposed closing date or within ten (10) days after the sales price is determined by appraisal, whichever is later, the transfer may be closed pursuant to the price and terms stated in the notice.

13.5 FAILURE TO COMPLY. 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 attorney's fees as determined by the court, including appellate proceedings, if such party prevails.

13.6 MORTGAGEE EXEMPTION. 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 their subsidiaries or affiliates, or to conveyance or leases to or from such institutional first mortgagees.

13.7 RENTAL AND SALES AGENT. The Association's Board of Directors may appoint a rental and sales agent to handle rentals and sales as a convenience for the unit owners. Such agent may act on 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.

ARTICLE 14. ASSESSMENTS

The making and collection of assessments against unit owners for the common expenses shall be pursuant to the Condominium Act, Association Bylaws, Articles of Incorporation and Declaration of Condominium, and is subject to the following provisions:

14.1 SHARE OF COMMON EXPENSES. Each unit owner shall share in the common expenses and common surplus equally as provided in Article 5 of this Declaration.

14.2 INTEREST AND LATE CHARGE, APPLICATION OF PAYMENTS. Assessments and installments on such assessments paid on or before the date due, shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when due until paid and shall incur a late charge equal to the greater of twenty-five dollars (\$25.00) or five percent (5%) of the delinquent payment. As provided in the Condominium Act, all payments upon account shall be first credited to any interest and late charges, then to any collection costs and attorney's fees and then to the assessment payments first due. All interest and late charges collected shall be credited to the general expense account. Interest shall accrue on judgments obtained by the Association at the rate of eighteen percent (18%) per annum.

14.3 LIEN FOR ASSESSMENTS. The Association shall have a lien on each condominium Unit for any unpaid assessment and interest thereon against the owner of such condominium parcel until paid. Such lien shall also secure subsequent assessments, interest and

Revised 08/08

late charges, as well as reasonable trial and appellate attorney's fees and costs incurred by the Association incident to the collection of such assessment, enforcement of the condominium documents, performing an owner's maintenance obligations after due notice, or foreclosure of such lien. Such lien shall be executed and recorded in the Public Records of Manatee County, Florida, and perfected as provided by Section 718.116, Florida Statutes. The Association is authorized to file a foreclosure proceeding against a condominium Unit to collect unpaid or delinquent assessments and as otherwise authorized in the Declaration or the Condominium Act.

14.4 ACCELERATION. If a unit owner is in default in the payment of an installment of the annual assessment or any special assessments or any other monies due under the terms of this Declaration, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after hand-delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to the owner by registered or certified mail, whichever shall first occur.

ARTICLE 15. REMEDIES FOR VIOLATIONS

15.1 NEGLIGENCE. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by the owner's act, neglect or carelessness, or by that of any member of the owner's family, or their guests, employees, agents, contractors, invitees or tenants. A unit owner shall pay the Association the amount of any increase in its insurance premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the common elements or limited common elements, by the unit owner, a member of his family, or their guests, employees, agents, contractors, invitees or tenants.

15.2 COMPLIANCE AND DEFAULT. Each unit owner shall be governed by and shall comply with the terms of the Condominium Act, the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules adopted by the Association Board of Directors. Failure of a person to comply therewith shall entitle the Association or any unit owners to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. The Association shall arbitrate prior to litigation in such instances and manner as required by state law. Also, the Association's Board of Directors may levy fines for

enforcement of rules and restrictions after notice and opportunity for a hearing and subject to limits, as provided in the Association Bylaws and by any Association's Rule in accordance with the requirements of state law.

15.3 COSTS AND ATTORNEYS' FEES. In any proceeding arising out of an alleged failure or refusal of a unit owner to comply with the requirements of the Condominium Act, this Declaration, the exhibits attached hereto, or the Rules adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable prelitigation, arbitration, mediation, trial or appellate attorneys' fees and costs incurred therein or incident to any such lawsuit or enforcement effort or action.

15.4 NO WAIVER OF RIGHTS. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the rules adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

ARTICLE 16. COVENANTS RUNNING WITH THE LAND

All provisions of the condominium documents are covenants running with the land and every part of and interest in it. Every unit owner of and claimant against the land or an interest in it and his or her heirs, beneficiaries, personal representatives, successors and assigns is bound by the same condominium documents, as amended. Each owner expressly recognizes and agrees that all the terms and conditions of this Declaration of Condominium, the Articles of Incorporation and Association Bylaws are subject to future amendments by the membership of the Association and that no continuing reliance may be placed on any single term, condition, Article or right contained therein not being potentially amended or omitted.

ARTICLE 17. MISCELLANEOUS

17.1 SEVERABILITY. The invalidity or unenforceability in whole or in part of any covenant or restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the Articles of Incorporation, Bylaws or Rules shall not effect the remaining portions hereof.

17.2 APPLICABLE STATUTES. The validity, application and construction of this Declaration and its exhibits shall be governed by the laws of Florida, particularly the Condominium Act, as amended from time to time.

17.3 CONFLICTS. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. In the event of any conflict, the condominium documents shall take priority in the following order: the Declaration of Condominium, Articles of Incorporation, Association Bylaws and then the Association Rules and Regulations, all as amended from time to time.

17.4 HEADINGS AND CAPITALIZATION. The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

17.5 INTERPRETATION. The provisions of this Declaration shall be liberally construed to affect the purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and providing for the same. The terms of the Declaration, Articles of Incorporation, Bylaws and Rules shall not be construed in favor of or against the Association or a unit owner in the event of arbitration or litigation.

ARTICLE 18. AMENDMENTS OF DECLARATION

18.1 PROPOSAL AND NOTICE. An amendment to this Declaration may be proposed either by the Board of Directors or by not less than twenty percent (20%) of the voting interests of the Association. Notice of the subject matter and text of a proposed amendment shall be included in or with the notice of the members' meeting at which the proposed amendment is to be considered.

18.2 APPROVAL. The Declaration of Condominium may be amended at any time by the affirmative vote not less than two-thirds (2/3rds) of the Association's voting interests present (in person or by proxy) and voting at a membership meeting called in whole or in part for that purpose.

18.3 EXECUTION AND RECORDING. A copy of each Declaration amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Association and attested by the Secretary or Assistant Secretary of the Association, with the formality of a deed. The Certificate of Amendment must state that the original Declaration of Condominium was originally recorded at Official Records Book 983, Page 3260 et seq. of the Public Records of

Manatee County, Florida. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Manatee County, Florida.

**ARTICLE 19.
TERMINATION OF CONDOMINIUM**

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 signed by the president 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, Florida, selected by the Board of Directors of the Association.

**ARTICLE 20.
RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES**

Notwithstanding any provisions of this Declaration, the written consent of all savings and loan associations, banks, and insurance companies or their subsidiaries or affiliates holding first mortgages upon any of the condominium units (herein sometimes referred to as "institutional first mortgagees") shall be first obtained prior to any "material amendments" to this Declaration, the Articles of Incorporation, or the Bylaws, as that phrase is defined in the Federal National Mortgage Association (FNMA) Policy on Amendments to Governing Documents of Homeowner's or Property Owner's Associations; prior to the termination of the condominium;

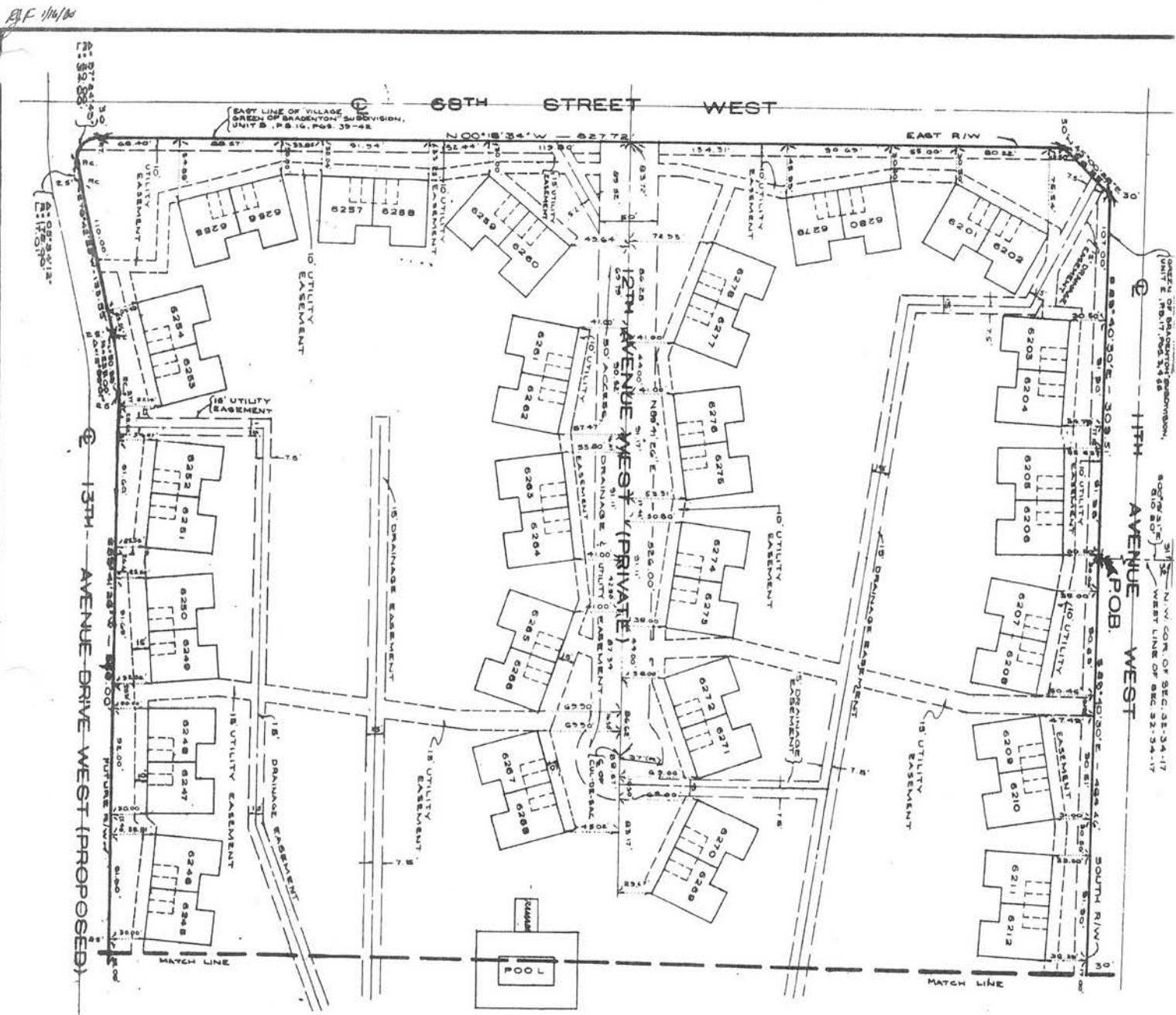
**ARTICLE 21.
EASEMENTS**

The easements herein granted as shown on Exhibit "A" are for the following uses and purposes and are subject to the following conditions:

21.1 UTILITY SERVICES. Easements through the units for conduits, ducts, plumbing, wiring and other facilities as may be necessary for the furnishing of utility services to the various other units and the common elements.

21.2 INGRESS AND EGRESS. All of said easements shall exist in perpetuity for the benefit of 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 installation, repair, reinstallation, and maintenance, under, on or over the same.

21.3 PAVED EASEMENTS. 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 there under for the purposes above expressed in Article 21.2; provided that paved driveways from the condominium units to the paved portions of any of the easements may be constructed and maintained.



VILLAGE GREEN
OF BRADENTON
CONDOMINIUM SECTION 12

SEC 12, TWP 34S, RGE 17E
MANATEE COUNTY, FLORIDA
EXHIBIT 'A'

SHEET 3 OF 4

LEGEND
■ PERMANENT REFERENCE MONUMENT



SCALE: 1"=60'

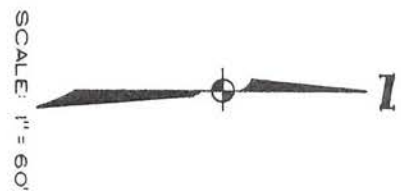
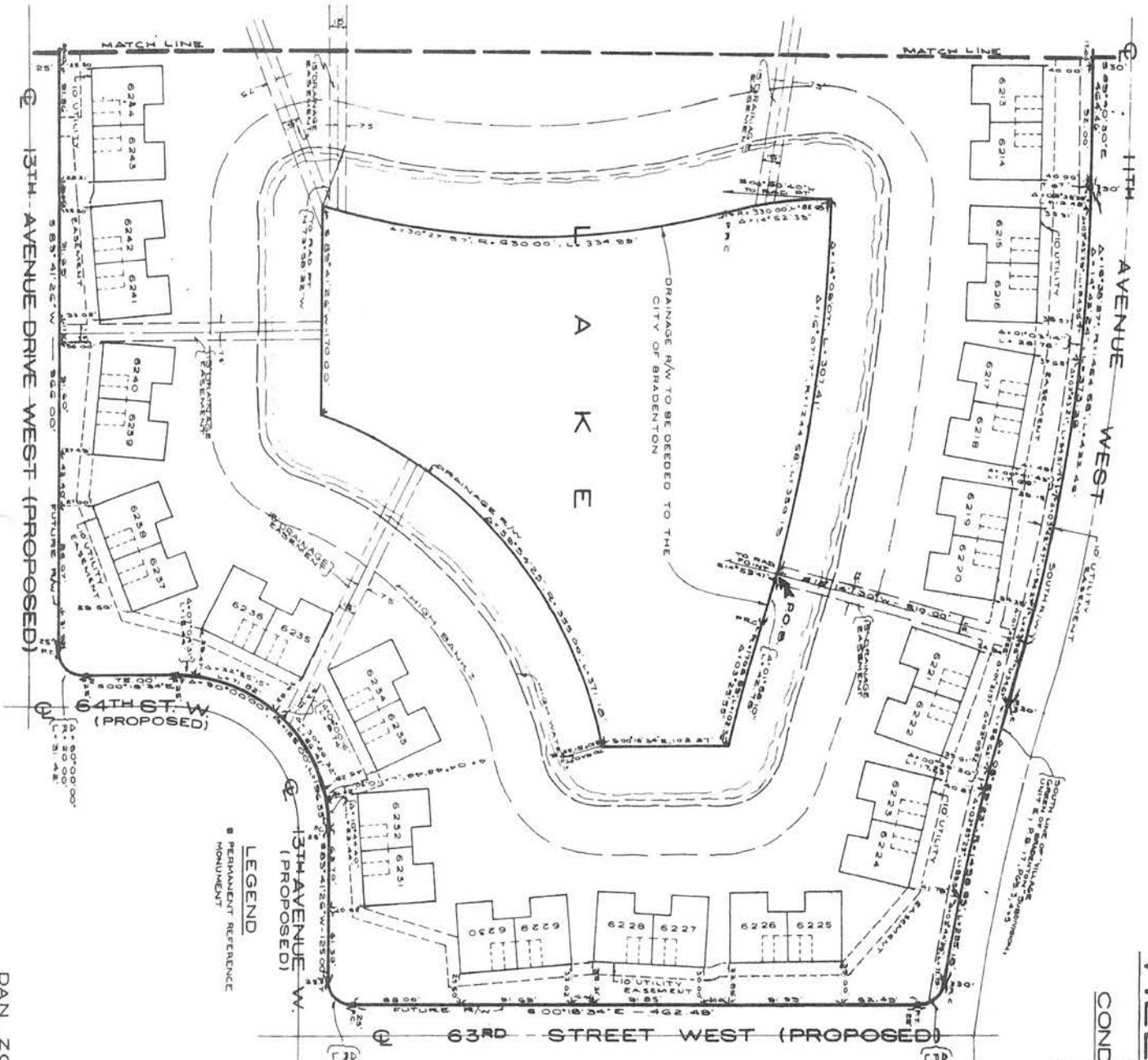
NOTE:
A PERPETUAL EASEMENT FOR SEWER, ENERGY-DRAINAGE AND UTILITY PURPOSES IS RECEIVED OVER, UNDER AND THROUGH THE EASEMENT AREAS SHOWN ON THIS PLAN FOR THE USE AND BENEFIT OF U.S. HOME CORPORATION, ITS SUCCESSORS, GRANTEES AND HEIRS IN CONNECTION WITH PRESENT AND FUTURE DEVELOPMENTS, AND U.S. HOME CORPORATION HEREBY AGREES TO RECORD THIS EASEMENT AND TO WAIVE ANY OF SAID PURPOSES.

DAN ZOLLER ENGIN RING, INC.
ENGINEERS, PLANNERS AND U
BRADENTON, FLORIDA

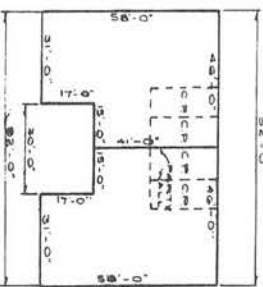
VILLAGE GREEN OF BRADENTON

CONDOMINIUM SECTION 12

IN SEC 36&32TWP 34 S., RGE 17E MANATEE COUNTY, FLORIDA EXHIBIT "A"



LEGEND
 PERMANENT REFERENCE MONUMENT



TYPICAL DETAIL
 DOUBLE CARPORT UNITS
 SCALE: 1/320

DAN ZOLLER ET AL ENGINEERS, PLANNERS AND SURVEYORS BRADENTON, FLORIDA FERRING, INC.

June 2008

**VILLAGE GREEN OF BRADENTON CONDOMINIUM,
SECTION 12, ASSOCIATION, INC.**

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

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AMENDED AND RESTATED

ARTICLES OF INCORPORATION

**VILLAGE GREEN OF BRADENTON CONDOMINIUM,
SECTION 12, ASSOCIATION, INC.**

*[Substantial rewording of Articles of Incorporation. See existing
Articles of Incorporation and amendments for present text.]*

**ARTICLE 1
NAME**

The name of this corporation shall be VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 12, ASSOCIATION, INC. (herein, "the Association"). The principal office of said corporation shall be located at 6408 13TH Avenue West, Bradenton, Florida 34209. The Board of Directors of the Association may change the principal office of the Association from time to time. The Articles of Incorporation of the Association were originally filed with the Department of State on January 16, 1980, Charter Number 750622.

**ARTICLE 2
PURPOSES**

The purposes of this corporation shall be the operation and management of the affairs and property of a condominium known as VILLAGE GREEN OF BRADENTON, SECTION 12 (herein, "the Condominium") located in Manatee County, Florida. The Association shall also perform all acts provided in the Declaration of Condominium, the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes), and the Florida Condominium Act (Chapter 718, Florida Statutes), all as amended from time to time.

**ARTICLE 3
POWERS**

The Association shall have all of the statutory and common law powers of a corporation not for profit and all of the powers and duties set forth in the Florida Not for Profit Corporation Act (Chapter 617, Florida Statutes), the Florida Condominium Act (Chapter 718, Florida Statutes), the Declaration of Condominium, the Articles of Incorporation, and Bylaws of the Association, all as amended from time to time, except as may be limited or otherwise provided by these Articles or by law.

ARTICLE 4 MEMBERS

All persons owning a vested present interest in the fee title to any of the condominium units of VILLAGE GREEN OF BRADENTON, SECTION 12 as evidenced by a duly recorded proper instrument in the Public Records of Manatee County, Florida, shall be members of the Association. 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 designated by such legal entity shall exercise its membership rights.

After the Association approves of a conveyance of a condominium Unit as provided in the Declaration of Condominium, the change of membership in the Association shall be evidenced in the official records of the Association by the owner delivering a copy of the recorded deed or other instrument of conveyance to the Association Secretary or managing agent. At its option, the Association may require the owner to provide the Association a certified copy of the deed or other instrument of conveyance.

ARTICLE 5 VOTING RIGHTS

Each condominium Unit shall be entitled to one vote at Association membership 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 interests may appear, or may be exercised by one of such joint owners by written agreement of the remainder of the joint owners. The manner of exercising voting rights shall be stated in the Bylaws.

ARTICLE 6 INCOME DISTRIBUTION

No part of the income of the Association shall be distributable to its members, except as reimbursement for expenditures approved by the Association. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the member's Unit.

**ARTICLE 7
TERM**

The term for which the corporation is to exist shall be perpetual, unless dissolved according to law.

**ARTICLE 8
BOARD OF DIRECTORS**

The affairs and operation of the Association shall be managed by a governing board called the Board of Directors, who shall be elected and serve in accordance with the Bylaws.

**ARTICLE 9
BYLAWS**

The Bylaws of this corporation may be amended as provided in the Bylaws.

**ARTICLE 10
AMENDMENTS**

These Articles of Incorporation may be amended in the following manner:

10.1 PROPOSAL AND NOTICE. An amendment to these Articles of Incorporation may be proposed either by a majority of the Board of Directors or by not less than twenty percent (20%) of the voting interests of the Association. Notice of the subject matter of a proposed amendment shall be included in or with the notice of any membership meeting at which the proposed amendment is to be considered.

10.2 APPROVAL. A proposed amendment must be approved by not less than a majority vote of the Association's voting interests. Such member approval shall occur at a duly-noticed membership meeting called in whole or in part for that purpose.

10.3 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Articles of Incorporation, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. An amendment to these Articles of Incorporation shall become effective upon filing with the Florida Secretary of State and recording a copy along with a Certificate of Amendment in the Public Records of Manatee County, Florida. The Certificate of Amendment must state that the original Declaration of Condominium was recorded at Official Records Book 983, Page 3260 et seq. of the Public Records of Manatee County, Florida.

ARTICLE 11 INDEMNIFICATION

11.1 INDEMNIFICATION. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Director, officer or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceedings, unless: (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that the person did not act in good faith, nor in a manner reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that the person had reasonable cause to believe the conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful. It is the intent of the membership, by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, directors and committee members as permitted by Florida law.

11.2 EXPENSES. To the extent that a Director, officer, or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Article 11.1 above, or in defense of any claim, issue or matter therein, the person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred in connection therewith.

11.3 ADVANCES. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceedings upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount unless it shall ultimately be determined that the person is entitled to be indemnified by the Association as authorized in this Article 11, or as otherwise permitted by law.

11.4 MISCELLANEOUS. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 INSURANCE. The Association shall have the power to purchase and maintain insurance with reasonable deductibles on behalf of any person who is or was a Director, officer, or committee

member against any liability asserted against the person and incurred in any such capacity, or arising out of the person's status as such, whether or not the Association would have the power to indemnify the person against such liability under the provisions of this Article. Notwithstanding anything in this Article 11 to the contrary, the provisions herein provided for indemnification shall only be applicable to the extent insurance coverage does not apply or is insufficient.

ARTICLE 12 ORIGINAL INCORPORATORS

The names and addresses of the original incorporators of these Articles of Incorporation are:

Fred C. Chamberlin, 422 Boswell, Sarasota, Florida
John Flanagan, 99 Sunset Drive, Sarasota, Florida
Thomas C. Stambaugh, 1000 Serpentine Drive South, St. Petersburg, Florida

ARTICLE 13 REGISTERED AGENT AND OFFICE

The registered agent of the Association shall be Becker & Poliakoff, P.A., 630 S. Orange Avenue, Sarasota, Florida 34236. The Board may change the Association's registered office and registered agent from time to time as permitted by law.

VILLAGE GREEN OF BRADENTON CONDOMINIUM,
SECTION 12, ASSOCIATION, INC.

AMENDED AND RESTATED
BYLAWS

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AMENDED AND RESTATED

BYLAWS

**VILLAGE GREEN OF BRADENTON CONDOMINIUM,
SECTION 12, ASSOCIATION, INC.**

*[Substantial rewording of Bylaws. See existing Bylaws
and amendments for present text.]*

**ARTICLE 1
NAME**

These are the Bylaws of VILLAGE GREEN OF BRADENTON CONDOMINIUM, SECTION 12, ASSOCIATION, INC. (herein, "the Association"), a corporation not for profit incorporated under the laws of the State of Florida, organized for the purpose of operating and managing the affairs and property of VILLAGE GREEN OF BRADENTON, SECTION 12 (herein, "the Condominium").

1.1 PRINCIPAL OFFICE. The principal office of the Association shall be located at 6408 13th Avenue West, Bradenton, Florida 34209. The Board of Directors of the Association may change the location or address of the principal office of the Association from time to time.

1.2 CORPORATE SEAL. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation (1980). Alternatively, the words "Corporate Seal" may serve as the seal of the corporation.

**ARTICLE 2
DEFINITIONS**

The terms used herein shall have the same definitions as stated in the Declaration of Condominium and the Florida Condominium Act (Chapter 718, Florida Statutes), unless the context requires otherwise. If there is a dispute over the proper definition of a vague or ambiguous term which is not otherwise defined by the Declaration of Condominium or by the Condominium Act, the Association's Board of Directors shall provide a reasonable definition of the term or may adopt any standard dictionary definition of the term.

ARTICLE 3 MEMBERS

3.1 MEMBERS. All persons owning a vested present interest in the fee title to any of the condominium units of VILLAGE GREEN OF BRADENTON, SECTION 12 as evidenced by a duly recorded proper instrument in the Public Records of Manatee County, Florida, shall be members of the Association. 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 designated by such legal entity shall exercise its membership rights.

3.2 CHANGE OF MEMBERSHIP. After the Association's Board of Directors approves a conveyance of a condominium Unit as provided in the Declaration of Condominium, the change of membership in the Association shall be evidenced in the official records of the Association by the owner delivering a copy of the recorded deed or other instrument of conveyance to the Association Secretary or managing agent. At its option, the Association may require the owner to provide the Association a certified copy of the deed or other instrument of conveyance.

3.3 VOTING RIGHTS. Each condominium Unit shall be entitled to one vote at Association membership 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 interests may appear, or may be exercised by one of such joint owners by written agreement of the remainder of the joint owners. The manner of exercising voting rights shall be stated in the Bylaws.

ARTICLE 4 MEMBERS' MEETINGS

4.1 ANNUAL MEETING. The annual members' meeting shall be held during the month of February within Manatee County, Florida, on the date, at the place, and at the time determined by the Board of Directors from time to time. The purposes of the annual meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

4.2 SPECIAL MEETINGS. Special members' meetings may be called by the President, Vice President, or by a majority of the Board of Directors of the Association, and must be called by the Association upon receipt of a written request from a majority of the voting rights of the Association (i.e., 41 voting interests). The business conducted at a special meeting shall be limited to the matters identified on the meeting's published agenda.

4.3 NOTICE OF MEETING. Notice of a meeting of members shall state the time, place, date and the purpose(s) for which the meeting is called. The notice shall include an agenda. A copy of the notice shall be conspicuously posted at the designated location on the condominium

property not less than fourteen (14) continuous days before the meeting. The notice of any members' meeting shall be sent by mail, hand-delivery or electronic transmission to each unit owner unless the unit owner waives in writing the right to receive notice of the meeting. The delivery or mailing shall be to the address of the member as it appears on the Association's official roster of members. Each member bears the responsibility of promptly notifying the Association of any change of address. The posting and providing of the notice shall occur not less than fourteen (14) days, nor more than sixty (60) days prior to the date of the membership meeting. Proof of notice of the meeting shall be given by affidavit of the person providing the notice where required by law.

4.4 WAIVER OF NOTICE. Notice of specific meetings may be waived before or after the membership meeting. The attendance of any member at an Association membership meeting shall constitute such member's waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.5 ELECTRONIC TRANSMISSION. Notice of meetings of the Board of Directors, members' meetings (except member meetings to recall directors), and committee meetings may be given by electronic transmission to those unit owners who consent to receive notice by electronic transmission. In lieu of or in addition to the physical posting of notice of any meeting on the condominium property, the Association's Board of Directors may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the condominium property, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

4.6 QUORUM AND VOTING. A quorum at members' meetings shall consist of persons entitled to cast not less than a majority of the votes of the entire membership (i.e., more than 40 votes). The acts approved by a majority of the votes present (in person or by proxy) at a members' meeting at which a quorum is attained shall be binding upon all members for all purposes, except where otherwise provided by law, the Declaration of Condominium, the Articles, or these Bylaws.

4.7 PROXIES. Votes may be cast at a membership meeting in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person or persons authorized to cast the vote for the Unit and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

4.8 LIMITED PROXIES. Except as specifically otherwise provided in this Article 4.8, unit owners may not vote by general proxy, but may vote by use of a limited proxy. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies may be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Declaration of Condominium, the Articles of Incorporation, or Bylaws; and for any other matter which the Florida Condominium Act requires or permits a vote of the unit owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive matters or changes to items for which a limited proxy is required and given. An executed facsimile appearing to have been transmitted by the proxy giver, or a photographic, photostatic, facsimile or equivalent reproduction of a proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a proxy vote and ratifying the vote cast by his or her proxy.

4.9 ORDER OF BUSINESS. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- (a) Call to order by President;
- (b) Calling of the roll, certifying of proxies, and determination of a quorum, or in lieu thereof, certification and acceptance of the preregistration and registration procedures establishing the owners represented in person or by proxy;
- © Proof of notice of the meeting or waiver of notice;
- (d) Appointment of inspectors of election;
- (e) Call for final balloting on election of directors and close of balloting;
- (f) Election of directors;
- (g) Reading and disposal of any unapproved minutes;
- (h) Reports of officers;
- (i) Reports of committees;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the President or the chairperson of the meeting.

4.10 ADJOURNED MEETINGS. The members who are present, either in person or by proxy, may adjourn any membership meeting from time to time as they deem appropriate. Any business that might have been transacted at the meeting as originally called may be transacted at an adjourned meeting without further notice to the owners if the date, time and place of the meeting is announced prior to the adjournment of the meeting. If business will be transacted at the adjourned meeting that was not in the original agenda, the Association must renote the meeting as required by Article 4.3 hereof.

4.11 MINUTES OF MEMBERSHIP MEETINGS. The minutes of all meetings of unit owners shall be kept available for inspection by unit owners or their authorized representatives at

BOARD RESOLUTION
VILLAGE GREEN OF BRADENTON SECTION 12 CONDOMINIUM ASSOCIATION,
INC.

WHEREAS, Village Green of Bradenton Section 12 Condominium Association, Inc. (the "Association") is responsible for the operation, maintenance and management of the Village Green Section 12 Condominium, according to the Declaration of Condominium thereof recorded at O.R. Book 983, Page 3260, et seq. of the Manatee County Official Records and the Amended and Restated Declaration of Condominium ("Declaration") also recorded in the Manatee County official records; and

WHEREAS, the Board of Directors (hereinafter "Board") is responsible for the day to day affairs and administration of the Association, including the enforcement of the covenants and Restrictions contained in the aforesaid Declaration and Rules and Regulations adopted by the Board of Directors; and

WHEREAS, the Article 5.1 of the Amended and Restated Bylaws contain provision for the Board to be governed by the Board of Directors and the Board shall consist of five (5) directors, unless not less than ninety (90) days before the annual membership meeting, the members (via written action or at a special membership meeting) choose a different number of directors. The number of directors shall always be odd and never less than three (3). All directors shall serve two (2) year staggered terms of office; and

WHEREAS, in May of 2008 the board held a membership vote to increase the number of directors from five (5) to seven (7). The results of this vote were presented at the June 17, 2008 board meeting with Fifty-Three (53) members voting in favor of the increase.

NOW, THEREFORE, it is hereby resolved as follows:

1. The above recitations are true and correct and are hereby incorporated into this resolution.
2. As of the date of this resolution, the Board hereby resolves the number of Directors shall be seven (7). The Board re-implements two (2) year staggered terms with each Director serving a two (2) year staggered term as per Section 718.112(2)(d)2 of the Florida Statutes.

THE BOARD CONSIDERED THIS RESOLUTION AT A BOARD MEETING HELD ON OCTOBER 22, 2013. THERE WERE 6 VOTES IN FAVOR AND 0 VOTES OPPOSED.

As adopted by the Board of Directors on this 22nd day of October, 2013.

VILLAGE GREEN OF BRADENTON SECTION 12
CONDOMINIUM ASSOCIATION, INC.

By: Sandra Barton
Secretary

any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years or as otherwise required by the Florida Condominium Act. Minutes for each meeting must be reduced to written form within a reasonable time after the meeting date.

4.12 ACTION WITHOUT A MEETING BY WRITTEN AGREEMENT. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of members may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Association Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the members at a meeting of the members held on the sixtieth (60th) day. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4.13 PRESIDING OFFICER. The chairperson at all members' meetings shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the members present may designate any other person to preside as chairperson of the meeting.

ARTICLE 5 BOARD OF DIRECTORS

5.1 NUMBER AND TENURE. The affairs of the Association shall be governed by a Board of Directors. The Board shall consist of five (5) directors, unless not less than ninety (90) days before the annual membership meeting, the members (via written action or at a special membership meeting) choose a different number of directors. The number of directors shall always be odd and never less than three (3). All directors shall serve two (2) year staggered terms of office; provided, however, that the Board of Directors shall have the authority to temporarily assign a one year term to one or more director positions if necessary to reimplement a scheme of staggering the Board, to promote continuity of leadership, so that approximately one-half of the Board members are elected each year.

5.2 QUALIFICATIONS. Every Director must be a member, the spouse of a member, an officer of a corporate owner, a general partner of a partnership owner or a beneficiary or trustee of a Unit held in trust.

5.3 ELECTION OF DIRECTORS. The Association shall follow these procedures in the election of its directors:

- (a) The Board of Directors may appoint a director search committee to encourage qualified persons to become candidates for the Board.

- (b) Any eligible person desiring to be a candidate shall submit notice of intent to be a director candidate, in writing, not less than forty (40) days prior to the scheduled election, and shall then automatically be entitled to be listed on the ballot.
- © The ballot prepared for the annual members' meeting shall list all director candidates who timely submitted their notice of intent to be a director candidate in alphabetical order, by surname. Ballots shall be mailed, hand delivered or electronically transmitted to all unit owners with notice of the annual meeting. Ballots may be returned to the Association prior to the meeting, or cast in person at the meeting.
- (d) There shall be no nominations from the floor on the date of the election.
- (e) The election shall be by plurality vote (the nominees receiving the highest number of votes are elected). Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, such as the flipping of a coin or drawing of straws by a neutral party.
- (f) No election shall be necessary if the number of director candidates is less than or equal to the number of vacancies. In such a case, the candidates shall automatically be elected and their names announced at the annual members' meeting.

5.4 VACANCIES ON THE BOARD. If the office of any Director becomes vacant for any reason, a successor to fill the remaining unexpired term of that office shall be appointed or elected as follows:

- (a) If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining directors, even though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term of office.
- (b) If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes, governing the method of selecting successors, and providing procedures for the operation of the Association during the period after the recall but prior to the designation of successor directors sufficient to constitute a quorum.

For purposes of the foregoing provisions, in order to establish a quorum at the Board of Directors' meeting held to elect a replacement member to the Board, it shall be necessary only for a majority of the remaining directors to attend the meeting, either in person or by telephone conference participation. No other business may be transacted at the meeting until a quorum of the entire Board of Directors is present.

5.5 REMOVAL OF DIRECTORS. Any or all directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at a special membership meeting called for that sole purpose. The recall shall be determined separately as to each Director sought to be removed. If a special meeting is called by not less than ten percent (10%) of the voting rights for the purpose of recalling one or more directors, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that notice of the meeting is given.

5.6 ORGANIZATIONAL MEETING. The organizational meeting of newly-elected Board of Directors shall be held within ten (10) days of the membership meeting at which the Director election occurred, at such date, place, and time as shall be fixed by the Board. Notice of the organizational meeting shall be posted at the designated location on the condominium property at least forty-eight (48) continuous hours in advance of the meeting.

5.7 REGULAR MEETINGS; NOTICE. Regular meetings of the Board of Directors shall be held at such dates, times and places as shall be determined by a majority of the Board or the President. Except for meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board of Directors shall be open to all unit owners who may participate in accordance with the written policy established by the Board of Directors. Notice of all Board meetings shall be posted at the designated location or locations on the condominium property (as designated by a duly-adopted Board Resolution) at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which assessments are to be considered shall contain a statement that assessments will be considered and the nature of such assessments. Written notice of any Board meeting at which a special assessment, or at which amendment to rules regarding Unit use will be considered, shall be mailed, hand-delivered or electronically transmitted to the unit owners not less than fourteen (14) continuous days prior to the meeting and posted at the designated location on the condominium property. Evidence of compliance with this fourteen (14) day notice shall be by affidavit of the person providing the notice, and filed among the official records of the Association.

5.8 SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President or Vice President, and must be called by the President or Secretary at the written request of one-third (1/3) of the directors. Special meetings of the Board of Directors shall be noticed and conducted in the same manner as provided herein for regular meetings.

5.9 NOTICE TO BOARD MEMBERS/WAIVER OF NOTICE. Notice of Board meetings shall be given to all directors personally or by mail, telephone, telegraph, or by electronic transmission, which notice shall state the date, time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

5.10 QUORUM. Except as otherwise provided in this Article, a quorum at meetings of the Board shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is specifically required by the Declaration of Condominium, the Articles, these Bylaws, or by law. Directors may not vote by proxy. Directors shall vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each Director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest.

5.11 ADJOURNED MEETINGS. The majority of those directors present at a Board meeting may adjourn the meeting from time to time, provided notice of such newly scheduled meeting is given as required hereunder. At any newly-scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.12 JOINDER IN MEETING BY APPROVAL OF MINUTES. The subsequent joinder of an absent Director in the action of a Board meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting; provided, however, the joinder of a Director as aforesaid shall not be used for the purposes of creating a quorum.

5.13 PRESIDING OFFICER. The presiding officer at Board of Directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, a majority of the directors present may designate any person to preside.

5.14 ORDER OF BUSINESS. If a quorum has been attained, the order of business at Board of Directors' meetings shall be:

- (a) Proof of due notice of meeting;
- (b) Reading and disposal of any unapproved minutes;
- (c) Report of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the President, or the presiding officer of the meeting.

5.15 MINUTES OF BOARD MEETINGS. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by unit owners or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years or as otherwise required by the Condominium Act. Minutes for all membership meetings must be reduced to written form within a reasonable time after the meeting.

ARTICLE 6 POWERS AND DUTIES OF BOARD

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration of Condominium, the Articles of Incorporation or these Bylaws may not be delegated to the Board of Directors by the unit owners. Such powers and duties of the Board of Directors shall include without limitation the following:

- (a) Inspecting, operating, maintaining, repairing and replacing the common elements and Association real and personal property.
- (b) Determining the common expenses required for the operation of the Association and the Condominium.
- (c) Collecting the assessments for expenses from unit owners.
- (d) Adopting and amending rules and regulations concerning the operation and use of the condominium property.
- (e) Maintaining accounts at depositories on behalf of the Association and designating the signatories therefor.
- (f) Purchasing, leasing or otherwise acquiring units or other property in the name of the Association, or its designee.
- (g) Selling, leasing, mortgaging or otherwise dealing with units acquired, and subleasing units leased, by the Association, or its designee.
- (h) Obtaining and reviewing insurance.
- (i) Enforcing obligations of the unit owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.

- (j) Levying fines against unit owners for violations of the rules, regulations and restrictions established by the Association's Board of Directors. The Board of Directors may levy a fine against a unit owner and tenant, not to exceed the maximum amount permitted by law, for each violation by the owner, or his or her tenants, guests or visitors, of the Declaration of Condominium, Articles of Incorporation, Bylaws, or rules or regulations, and a separate fine for each repeat or continued violation; provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levying of the initial fine. No written notice or hearing shall be necessary for the levying of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice received not less than fourteen (14) days and said notice shall include:

- (1) If a hearing is requested by the owner, a statement of the date, time and place of the hearing;
- (2) A statement of the provisions of the Declaration of Condominium, Articles of Incorporation, Association Bylaws, or Association Rules which have allegedly been violated; and
- (3) A short and plain statement of the matters asserted by the Association to constitute a violation.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) unit owners appointed by the Board, none of whom may then be serving as directors, officers or the spouses of directors or officers. If the panel, by majority vote which may be taken by secret ballot, does not agree with the fine, it may not be levied.

- (k) Contracting for the management and maintenance of the condominium property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and regulations. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not

limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

All contracts for the purchase, lease or renting of materials or equipment, all contracts for services, and any contract that is not to be fully performed within one year, shall be in writing. For so long as required by law, the Association shall obtain competitive bids for any contract which requires payment exceeding five (5%) percent of the total annual budget of the Association (except for contracts with employees of the Association, management firms, attorneys, accountants, architects, engineers, or landscape engineers), unless the products and services are needed as the result of any emergency or unless the desired supplier is the only source of supply within the county serving the Association. The Board need not accept the lowest bid.

- (l) Exercising: (I) all powers specifically set forth in the Declaration of Condominium, the Articles, these Bylaws and in the Condominium Act, (ii) all powers incidental thereto, and (iii) all other powers granted by statute or other law to a Florida corporation not for profit.

ARTICLE 7 EMERGENCY BOARD POWERS

In the event of any "emergency" as defined in Article 7(g) below, the Board of Directors may exercise the emergency powers described in this section, and any other emergency powers authorized by Sections 617.0207 through 617.0303, Florida Statutes, as amended from time to time.

- (a) The Board may name as assistant officers persons who are not directors, which assistant officers shall have the same authority as the executive officers to whom they assist during the period of the emergency, to accommodate the incapacity or absence of any officer of the Association.
- (b) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.
- © During any emergency the Board may hold meetings with notice given only to those directors with whom it is practicable to communicate, and the notice may be given in any practicable manner.. The Director or directors in attendance at such a meeting shall constitute a quorum.
- (d) Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.

- (e) Any officer, Director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- (f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.
- (g) For purposes of this Article only, an “emergency” exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to:
 - (1) a state of emergency declared by local civil or law enforcement authorities;
 - (2) a hurricane watch or warning;
 - (3) a partial or complete evacuation order;
 - (4) federal or state “disaster area” status; or
 - (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

An “emergency” also exists for purposes of this Article during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a catastrophic event, such as a hurricane, earthquake, act of terrorism, or other similar event. A determination by any two (2) directors, or by the President, that an emergency exists shall have presumptive quality.

ARTICLE 8 OFFICERS

8.1 EXECUTIVE OFFICERS. The executive officers of the Association shall be a President, Vice-President, Treasurer, and Secretary, all of whom must be a member, member’s spouse, an officer of a corporate owner, a general partner of a partnership owner or a beneficiary of a Unit held in trust. All officers shall be elected by the Board of Directors and may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person shall not hold more than one (1) office. No person shall sign an instrument or perform an act in the capacity of more than one office. All executive officers must be members, spouses of members of the Association or persons exercising the membership rights of a unit owner which is not a natural person. The Board of Directors from time to time shall elect such other assistant officers and

designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

8.2 PRESIDENT. The President shall be the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of an association. The President must be a member of the Board of Directors. The President shall preside at all Board meetings and membership meetings and shall sign all documents and instruments on behalf of the Association.

8.3 VICE-PRESIDENT. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President, and shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice-president of an association and as may be required by the Board of Directors or the President.

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

8.5 TREASURER. The Treasurer shall have custody of all funds of the Association, including money, securities and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Board of Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

8.6 DELEGATION OF FUNCTIONS AND REIMBURSEMENT. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions. Upon request, the Association may reimburse a Director or officer for reasonable expenses incurred on behalf of the Association.

ARTICLE 9 COMMITTEES

9.1 APPOINTMENT AND REMOVAL. The Board of Directors may by resolution create committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee members, and designate the chairpersons of each committee. The Board may with or without cause remove committee members.

9.2 NOTICE. Any committee authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the Association's budget, shall conduct their affairs in the same manner as provided in these Bylaws and by law for the Board of Directors. All other committees may meet and conduct their affairs according to rules which the committees shall duly adopt. Notwithstanding any other law or documentary provision, the requirement that certain committee meetings be open to the unit owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

9.3 TERM OF OFFICE. Each member of a committee shall continue as such until the next annual membership meeting and until his or her successor is appointed, unless the committee be terminated sooner or the member be removed from the committee, the member resigns, or unless such member shall cease to qualify as a member thereof.

9.4 QUORUM. Unless otherwise provided in the resolutions of the Board of Directors designating the committee, a committee may act only when a quorum (a simple majority) is present. The act of a majority of the members present at a committee meeting at which a quorum is present shall be the act of the committee.

9.5 SCOPE AND RULES. Each committee shall abide by the scope and stated purpose of the committee as defined by the Board of Directors, and may adopt rules for its operation not inconsistent with these Bylaws and with rules adopted by the Board of Directors.

9.6 REPORTS AND ACTION. Every committee shall report its findings directly to the Board of Directors. A committee may not take action on behalf of the Association and the Board of Directors unless the Board adopts a written resolution specifically empowering the committee to take such action.

9.7 CANDIDATE SEARCH COMMITTEE. A director candidate search committee composed of not less than three (3) members may be appointed by the Board of Directors not less than ninety (90) days prior to the annual membership meeting. The purpose of the committee shall be to seek out qualified director candidates and encourage those persons to nominate themselves as a director candidate, as more fully detailed in Article 5 hereof. The candidate search committee shall in no event nominate or recommend a specific candidate to run for a director position, but shall generally recruit and encourage eligible persons to nominate themselves as director candidates.

9.8 OTHER COMMITTEES AND CHAIRPERSON. The Board of Directors may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint and remove committee members, and designate the chairpersons of each committee. One member of each Committee shall be appointed the Chair of the Committee.

9.9 VACANCIES. Vacancy in the members of any Committee may be filled by the Board of Directors or President, as applicable, in the same manner as provided in the case of original appointments.

ARTICLE 10 COMPENSATION

Neither directors nor officers shall receive compensation for their services as such. The of Directors shall be prohibited from employing any Director or officer as an employee of the Association, and shall not contract with a Director or officer for the management of the Condominium or for any other compensable service.

ARTICLE 11 RESIGNATIONS

Any Director or officer may resign his or her position at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all units owned by any Director or officer shall constitute an automatic resignation of such Director or officer without need for a written resignation.

ARTICLE 12 FISCAL MATTERS

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and the Condominium Act shall be supplemented by the following:

12.1 ANNUAL BUDGET. The Board of Directors shall adopt an annual budget of common expense for the Condominium. Copies of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be considered and adopted, shall be mailed or provided to the owners of each Unit not less than fourteen (14) days before the Board meeting at which the budget will be considered. The proposed budget must be detailed, and must show the amounts budgeted by income and expense classifications.

12.2 STATUTORY RESERVES. In addition to annual operating expenses, the proposed annual budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. This Article does not apply to an adopted annual budget in which the members of the Association have determined, by a majority vote of those present at a duly called membership meeting of the Association, to provide no reserves or less reserves than required by this Article. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures unless their use for other purposes is approved

in advance by a majority vote of those members present at a duly called membership meeting of the Association.

12.3 OTHER RESERVES. The Board may establish one or more non-statutory reserve accounts for general deferred maintenance and capital expenditures. The amounts proposed to be so reserved shall be included in the proposed annual budget and shall be in such amount or amounts as established by the Board.

12.4 ASSESSMENTS; INSTALLMENTS. Regular annual assessments based on the annual budget shall be payable in quarterly installments, in advance, due on the first day of January, April, July and October of each year. The Board, by a duly adopted Resolution, may elect to collect assessments monthly in which event all references to "quarterly" shall be interpreted to read "monthly". If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and payments shall be continued at such rate until a new annual budget is adopted and new installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each Unit's next due quarterly installment.

12.5 SPECIAL ASSESSMENTS. Special assessments may be levied by the Board of Directors as necessary to conduct the affairs of the Association. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in Article 5 above; and the notice to the owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent only for the stated purpose(s) or returned to the members as provided by law.

12.6 FIDELITY BONDS. Fidelity bonds shall be required of all persons who control or disburse funds of the Association (i.e., those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association). The fidelity bonds or insurance policy must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds are a common expense.

12.7 FINANCIAL REPORTS. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within twenty-one (21) days after the financial report is completed by the Association or received by the Association from a third party, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, or hand-deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand-delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. Financial statements (whether it be a report of cash receipts and expenditures, a compiled financial statement, a reviewed financial statement or an audited financial statement) shall be based on the Association's total annual revenues as provided in Section 718.111(13), Florida Statutes. The Association Board of Directors may elect to provide a greater level of financial review than required by the Condominium Act. As provided in Section 718.111(13)©, Florida Statutes, the unit owners may vote to reduce the level of financial reporting

prepared or caused to be prepared. Such a meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which such vote is taken.

12.8 FISCAL YEAR. The fiscal year for the Association shall begin on the first day of January of each calendar year. The Board of Directors may adopt a resolution establishing a different fiscal year in accordance with law and the regulations of the Internal Revenue Service.

12.9 DEPOSITORY. The depository of the Association may be such bank, banks or other federally insured depository as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited not to exceed the amount of federal insurance available provided for any account. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Board of Directors. All funds shall be maintained separately in the Association's name.

12.10 EMPLOYEE COMPENSATION. The Board of Directors shall determine the compensation to be paid to corporate employees. No compensation shall be paid to directors or officers who are members or who are officers of member corporations, but they may be reimbursed for reasonable expenses paid by them for the benefit of the Association.

12.11 ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT. If a unit owner shall be in default in the payment of an installment of an assessment, the Board of Directors may accelerate the remaining installments of the annual assessment upon not less than twenty (20) days notice to the unit owner, delivered by certified or registered mail, return receipt requested, and then the total unpaid balance of the annual assessment shall come due and payable upon the date stated in the notice.

12.12 RENTAL DURING FORECLOSURE. In any foreclosure of a lien for assessments, the owners of the Unit subject to the lien shall be required to pay reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same.

ARTICLE 13 ROSTER OF UNIT OWNERS

Each unit owner shall file with the Association a copy of the recorded deed or other document showing his or her ownership of a condominium Unit. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Each owner shall provide and maintain with the Association the owner's current mailing address, Unit identification, voting certifications, and telephone numbers. Each unit owner has the duty to promptly notify the Association of any change of address or other pertinent information. The Association shall also maintain the electronic mailing addresses and other information by unit owners who consent to receive notice by electronic transmission. The electronic mailing transmission addresses and numbers provided by unit owners to receive notice by electronic transmission shall be removed from the Association's records when consent to receive notice by electronic transmission is revoked by the owner. However, the Association is not liable for an erroneous disclosure of the electronic mailing address or the number

for receiving electronic transmission of notices. Only unit owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.

ARTICLE 14 PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the Condominium Act, case law, the Declaration of Condominium, the Articles, these Bylaws, or rules and regulations adopted from time to time by the Board of Directors to regulate the participation of unit owners at Board, membership, and committee meetings, and to otherwise provide for orderly corporate operations.

ARTICLE 15 AMENDMENTS

These Bylaws may be amended in the following manner:

15.1 PROPOSAL AND NOTICE. An amendment to these Bylaws may be proposed either by a majority of the Board of Directors or by not less than twenty percent (20%) of the voting interests of the Association. Notice of the subject matter of a proposed amendment shall be included in or with the notice of the membership meeting at which a proposed amendment is to be considered.

15.2 APPROVAL. A proposed amendment must be approved by not less than a majority of the Association's voting interests. Such membership approval shall occur at a duly-noticed membership meeting called in whole or in part for that purpose.

15.3 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Bylaws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Manatee County. The Certificate of Amendment must state that the original Declaration of Condominium was recorded at Official Records Book 983, Page 3260 et seq. of the Public Records of Manatee County, Florida.

ARTICLE 16 RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt, amend or add to rules and regulations governing the use of units, common elements, condominium property, Association property, and the operation of the Association. Copies of adopted, amended or additional rules and regulations shall be furnished by the Board of Directors to each unit owner upon request, and shall be valid and enforceable notwithstanding whether recorded in the public records.

ARTICLE 17
CONSTRUCTION AND CAPTIONS

Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

ARTICLE 18
MANDATORY ARBITRATION OF DISPUTES

Prior to commencing litigation, unresolved disputes between the Board and unit owners as defined in Section 718.1255(1), Florida Statutes, must be submitted to arbitration or mediation as provided in the Condominium Act. This provision shall be in effect only so long as the Condominium Act mandates such proceedings.

ARTICLE 19
DOCUMENT CONFLICT

If any irreconcilable conflict should exist, or hereafter arise, the provisions of the Declaration of Condominium shall take precedence over the Articles of Incorporation, which shall prevail over the provisions of these Bylaws, which shall prevail over the rules and regulations.

**Village Green of Bradenton
Condominium Section 12 Association**

ADMINISTRATIVE RULES AND REGULATIONS FOR RESIDENTS AND THEIR GUESTS

These administrative rules and regulations, adopted by the Board of Directors on November 13, 2018, revoke and replace all previous versions of the rules and regulations for Section 12. These administrative rules and regulations apply to all owners, lessees, and tenants, hereinafter referred to as "Resident(s)" and their "Guest(s)." A guest is defined as an individual staying with or visiting with a resident of Section 12.

1. Grounds

- Section 12 condominium property is private, and use of the property is restricted to residents and their guests, including without limitation the grounds, sidewalks, pool, gazebo, lake, ramada and restrooms.
- No bicycles, skates, rollerblades or other such recreational equipment shall be permitted on the condominium property, except for wheelchairs and electric carts for the handicapped or carts and vehicles as necessary for the maintenance of the grounds by the Association, its agents, and contractors.
- Children's games on the sidewalk are prohibited. Adult supervision is required for children playing on the condominium property to ensure the safety of participants and that the activity does not unreasonably bother other residents.
- Jogging on the sidewalk is permitted when it does not obstruct or endanger others.
- Use of charcoal, gas or electric grills is permitted only on the unit's patio, driveway, or front area behind the pillars. Grills shall not be stored on driveways or in violation of applicable zoning or code requirements.
- Feeding birds, fish or other wildlife is prohibited on the condominium property.
- Growing fruit or vegetables outside villas is not permitted. Please read the *Landscape Rules* located in the *Little Green Book* for additional clarification.
- For security reasons, garage doors to all condominium units should be kept closed when practical, and vehicles not garaged should be locked.

2. Lake

- No rafts, canoes, kayaks, boats or swimming are permitted in the lake. Fishing is permitted from 7 a.m. to 11 p.m., only by residents or their guests. Guests

should be accompanied by a resident. Children must be accompanied by an adult.

- Residents and guests are warned to stay off of wire rebar and concrete abutments around the lake due to potential hazards.

3. Pets and Assistance Animals

- No animals are permitted on the condominium property or in units, including on a temporary basis. Exception is made for a few remaining cats, which were "grandfathered in" in 2011. Guests traveling with animals should be directed to use a nearby kennel.
- Assistance animals, defined by Florida's Fair Housing Act are permitted, but only after a written request for an accommodation to allow an assistance animal has been made to the Board of Directors by a prospective buyer or by a current resident who is obtaining a new assistance animal. The written request for an accommodation must be accompanied with written documentation from a medical professional describing (a) the physical or mental condition which affects a major life function and (b) how the animal helps that person deal with that condition. Approved animals must comply with all city, county and state regulations, including immunizations and leash laws at all times. It is the residents' responsibility to clean up promptly after their animals and to keep them leashed when on Section 12 property. **The Board of Directors may demand removal of any approved animals which become a nuisance or a threat to anyone's health or safety.**

4. Pool

- Residents and their guests are cautioned to swim at their own risk. There are no lifeguards on duty.
- No diving.
- Use of the pool is restricted to residents and guests.
- Suitable footwear and swim cover-up clothing must be worn by everyone to and from the pool area.
- Showers must be taken before entering the pool.
- Children under the age of 16 years must be supervised by a resident or adult guest at all times for safety reasons when in the pool or pool area.

- Toddlers and all incontinent people must wear sealed or leak-proof swim diapers to prevent contamination of the pool.
- Large rafts, scuba gear, games and other activities which unreasonably interfere with the use of the pool by residents and their guests are not permitted in the pool or pool area.
- No glass is allowed in the pool or pool area.
- Food and drink must be kept at a minimum of four feet from the edge of the pool.
- Please deposit refuse in receptacles, and neatly rearrange all chairs, lounges and tables when leaving the pool area.
- Persons with open skin lesions or other health hazards or conditions shall not use the pool until permitted by their doctor.
- Lounge chairs must be fully covered with towels before use.
- No animals are allowed in the pool.
- Running and loud noises are prohibited in the pool area.
- The pool is open from 7 a.m. to 11 p.m. unless closed for cleaning or repair.
- The use of all tobacco products, including any smokeless tobacco and any vapor or similar products is prohibited in the pool area bounded by the fence and gazebo. The use of any of the above products is also prohibited within 25 ft. outside of the above-described area.

5. Gazebo

- Use of the gazebo by residents for a private function is permitted only with the advance written approval of the Board of Directors.
- After any gazebo event, chairs and tables are to be returned promptly to storage after use. Accumulated refuse is to be placed in available trash receptacles with lids closed securely or removed from the area.

6. Vehicles

- No commercial vehicles, recreational vehicles, boats, campers, trailers, mobile homes or similar vehicles shall be parked, kept or maintained outside any unit,

common element, limited common element or parking area, except service vehicles during the time they are actually providing a service to the unit or the association.

- Vehicles operated by contracted service companies (such as tree removal companies or lawn services) may be directed to travel in lawn areas as their work for Section 12 requires.
- In order to avoid cracking the concrete, moving vans and heavy vehicles may not park on the driveway. If damage is incurred by not complying with this rule, the cost of the repair shall be at the expense of the resident.
- No parking on lawns/grass. Please make sure all vehicles (yours, guest's and your contractor's) have wheels on pavement. If damage to sprinklers or lawn is incurred by not complying with this rule, the cost of the repair shall be at the expense of the resident.

7. Trespassing

- Trespassing on the condominium property is prohibited. Infractions should be reported to a Board Member or a designated member of the Section 12 Public Safety Committee, should Section 12 institute such a committee, who will call the police or take other appropriate action when residents do not feel that they can do so. The non-emergency police number is 941-932-9300. For emergencies, call 911.
- Contracted service providers (such as lawn service or sidewalk repair) may be permitted to use the restrooms near the pool with permission of the overseeing committee.

8. Garage or estate sales

- Residents must submit a written request and obtain the prior written approval of the Board of Directors for all garage and estate sales. Parking should be restricted to one side of the street, and no parking is permitted on lawns. Any damage to common elements or other units will be the responsibility of the resident who has requested permission to hold the garage or estate sale.

9. Signs and flags

- No sign of any type shall be maintained, kept, displayed or permitted on any part of the common elements or in or on any unit where the same may be viewed from the common elements, except for one "for sale" sign which may be displayed in a unit window or on the entry gate, and except for those signs specifically approved in writing by the Board of Directors. Each owner may display one small security company sign.

- The U.S. flag may be displayed in a tasteful, respectful and appropriate manner and in compliance with the requirements of the United States Flag Code.

10. Exteriors

- As more fully explained in the *Declaration of Condominium*, resident's plans for enclosing a porch or patio must be submitted to and approved by the Board of Directors before any contract for such a project may be signed. Contractors must be licensed with the City of Bradenton and post the necessary notices and permits accordingly.
- All changes that will be visible from the outside of a unit require approval by the Board of Directors before changes are made.
- All changes or additions to plantings around your villa, except for the areas within your own patio or directly behind the front pillars, must be approved by the Grounds Committee. Concrete window boxes may not be removed and are the responsibility of the Grounds Committee. Please read the *Landscape Rules* located in the *Little Green Book* for additional clarification.

11. Maintenance Fees and Condominium Documents

- The regular quarterly assessments (maintenance fees) are due and payable each quarter on or before the first day of January, April, July and October. A late payment incurs a \$25 late fee. Reminders are not sent.
- Please read and know your Condominium Documents, which explain the rules and regulations more fully. In addition, the *Little Green Book* provides many helpful hints and additional information about living in and enjoying Section 12.

Note: If there are any discrepancies between these administrative rules and the Declaration of Condominium, Articles of Incorporation, or Bylaws, those official documents shall take precedence.

Approved by the Board of Directors on November 13, 2018