

1919-11

AMENDMENT TO  
AMENDED DECLARATION OF CONDOMINIUM  
OF FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS

The undersigned, on behalf of Forest Lakes Country Club Estates Condominium Apartments Association, Inc., do hereby certify that at a duly called and held meeting of the aforementioned Association, at which a quorum was present and voting throughout, it was on motion duly made, seconded and carried by the vote of the members owning in excess of two-thirds (2/3rds) of the Units, resolved that,

WHEREAS, the Declaration of Condominium of FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS was recorded in O.R. Book 516 at Page 685, et seq., of the Public Records of Sarasota County, Florida, and the Amended Declaration of Condominium of FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS was recorded in O.R. Book 883 at Page 203, et seq., of the Public Records of Sarasota County, Florida; and

WHEREAS, the right to amend said Amended Declaration of Condominium by a two-thirds vote of the Association was provided for; and

WHEREAS, the owners desire to amend said Amended Declaration of Condominium in certain particulars;

NOW, THEREFORE, Paragraph X(d) of the Amended Declaration of Condominium of FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS is hereby amended to read as follows:

"No unit shall be rented or leased. In the event that the foregoing restriction against rentals or leasing is determined to be invalid by a court of final jurisdiction or by reason of subsequent legislation, then renting or leasing shall be permitted provided that the unit to be rented or leased shall first have been occupied by the owner as the owner's residence for a minimum of two years. Any unit so qualifying shall not be rented or leased (or subleased) for a term of less than one (1) year."

Any reference in the By-laws of the Association to leases or sub-leases shall be deemed as references to those leases or sub-leases which are permitted by virtue of the foregoing."

IN WITNESS WHEREOF, FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS ASSOCIATION, INC., has caused its signature and seal to be affixed this 22nd day of April, 1985.

Attest: John H. Kennedy  
John H. Kennedy, Secretary

FOREST LAKES COUNTRY CLUB ESTATES  
CONDOMINIUM APARTMENTS ASSOCIATION, INC.

By Blake S. Phillips  
Blake S. Phillips, President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22nd day of April, 1985 by Blake S. Phillips and John H. Kennedy, on President and Secretary, respectively, of FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS ASSOCIATION, INC., a Florida non-profit corporation.

By Commission Expires:

Notary Public State of Florida at Large  
My Commission Expires June 21, 1986

O.R. 1774 PG 1444

FILED AND RECORDED  
R.H. HARRIS  
SARASOTA  
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CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF

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\*\* OFFICIAL RECORDS \*\*  
BOOK 3064 PAGE 1919

FOREST LAKES COUNTRY CLUB ESTATES  
CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED President and Secretary of Forest Lakes Country Club Estates Condominium Association, Inc. hereby certify that the amendment attached hereto to the Declaration of Condominium of Forest Lakes Country Club Estates Condominium Association, Inc., as recorded in O.R. Book 883, Page 211, et seq., Public Records of Sarasota County, Florida, was proposed by the Board of Directors of the Association and was adopted by not less than 51% of the Board of Directors and by not less than two thirds of the total membership at a meeting of the Association held on December 1, 1997 which meeting was properly noticed and held in accordance with the Association documents.

DATED this 19 day of January, 1997.

WITNESSES:

Jenice Young  
Dana M Reed

BY: Kenneth Shepard  
Kenneth Shepard, President

Jenice Young  
Dana M Reed

BY: Duncan Riddle  
Duncan Riddle, Secretary

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

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared Kenneth Shepard, President and Duncan Riddle, Secretary of Forest Lakes Country Club Estates Condominium Association, Inc., who, being first duly sworn, advised that the signing of the foregoing instrument was of their own free will and for the purposes stated therein.

WITNESS my hand and official the day and year written above.

My Commission Expires:

Barbara J. Ambrose  
Notary Public  
BARBARA J. AMBROSE  
MY COMMISSION # CC 55399  
EXPIRES: August 6, 2000  
Bonded Thru Notary Public Underwriters

Prepared By: Forest Lakes Country Club Estates Condo. Assn., Inc.  
Return To: Management Concepts of Sarasota County, Inc.  
5550 Bee Ridge Road, Suite E-3  
Sarasota FL 34233

**PROPOSED AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM, X(N) FOR  
FOREST LAKES COUNTY CLUB ESTATES CONDOMINIUM ASSOCIATION, INC.**

**Substantial rewording of the Declaration of Condominium. See Section X(N) regarding vehicle parking for present text.**

**If passed by the membership this wording will replace Section X(N) in its entirety.**

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

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

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in parking areas during the time they are actually servicing a home, but in no event overnight; (2) boats, trailer, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a parking area when they are being actively loaded or unloaded; (3) any of the motor vehicles which are otherwise prohibited by virtue of this section may be temporarily parked on common property, provided the vehicle does not remain overnight.

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

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

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AMENDED DECLARATION OF CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, That,

WHEREAS, there was recorded in Official Record Book 516, at page 685 et seq., of the Public Records of Sarasota County, Florida, a Declaration of Condominium for FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS; and,

WHEREAS, pursuant to Paragraph IX thereof, the right to amend said Declaration of Condominium by the vote of eight-ninths (8/9ths) of the Units of the Condominium was provided; and,

WHEREAS, at a duly called and held meeting of the Unit owners of Condominium Units constituting said Condominium it was resolved by an affirmative vote of more than eight-ninths (8/9ths) of the Units that said Declaration of Condominium, as amended, be further amended in certain particulars and that as a matter of convenience the original Declaration of Condominium containing all amendments thereto be filed in the Public Records of Sarasota County, Florida.

NOW, THEREFORE, the undersigned do hereby certify that the following is a true copy of the Declaration of Condominium of and for FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS, as amended from time to time, presently in force and effect, including the recent amendments adopted at the meeting mentioned above, to-wit:

I.

Paragraphs 1, 2 and 3, of the Declaration of Condominium recorded in O.R. Book 516, at page 685, as amended by Amendment recorded in O.R. Book 550, at page 907, creating and devoting the mentioned property to Condominium use as a Condominium to be known as FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS, are ratified and confirmed and adopted by reference herein.

This instrument prepared by  
HARVEY A. ADEL,  
of the law firm of  
ROSEN AND ADEL  
2071 Main St.  
Tampa, Fla. 33601

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interior of such Unit, including porches, interior walls, floors, ceilings, doors, windows, water, electric, air-conditioning and plumbing systems, and parts and components thereof, sanitary facilities, fixtures, equipment and lamps. The phrase "electric" system in this paragraph shall be construed as referring to those items of electrical conduit, wire, switches, fixtures and equipment located within the Unit or on the Unit side of the electric meter servicing said Unit but not including the meter itself. The phrase "plumbing" system in this paragraph shall be construed to mean all plumbing items from the trunk line connection to the Unit or in the Unit itself.

(h) That without the prior permission of the Association, no wires, TV antennae, air conditioners, aeriaks or structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for those structures that form a part of the original building.

(i) That no clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the Common elements, except by the Association, and that no clothes, rugs, drapes, spreads or household articles or good of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.

(j) That no Unit shall be the subject of a partition action in any Court of the State of Florida, and all Unit owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such action.

(k) That no electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television reception in other Units.

(l) The occupants of Units shall abide by all the Rules and Regulations promulgated by the Association concerning

occupancy and use of the Condominium Units and common elements and areas.

(m) That no signs of any type shall be maintained, kept or permitted on any part of the common elements or in or on any Unit where the same may be viewed from the common elements.

(n) No Unit owners, their licensees, invitees, successors or assigns, shall be permitted to park or maintain upon any of the parking areas or common elements of the Condominium, any trailer, camper, boat or truck, it being intended that the parking areas situate upon the common elements of the Condominium be solely used for automobile parking. This restriction does not preclude the use of said parking areas in common elements by a delivery vehicle in the process of making a normal delivery to a Condominium Unit.

(o) In the event that the Association in the future determines not to carry fire and extended coverage insurance on each of the Units, the owner of each Unit shall maintain with an insurance carrier duly qualified and registered in the State of Florida, fire and extended coverage insurance in the amount of no less than the purchase price of his Unit, and in the event of damage covered by such insurance, shall diligently make and prosecute claim therefor, the proceeds of any such insurance to be obligated in accordance with Paragraph IX of this Declaration and all other provisions of this Declaration. The Association is to be named as an endorsee on each such policy, and shall receive upon request, a copy of the same.

#### XI.

The Condominium created hereby may be terminated in the manner provided by the Condominium Act of the State of Florida, as then existing.

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XII.

Notwithstanding anything contained in this Declaration or any of the Exhibits annexed hereto, to the contrary, the written consent of each institutional lender holding a first mortgage upon any Condominium parcel or parcels shall first be obtained before this Declaration may be amended or the Condominium terminated, which said consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS ASSOCIATION, INC., has caused its signature and Seal to be affixed this 25 day of February, 1971.



FOREST LAKES COUNTRY CLUB ESTATES  
CONDOMINIUM APARTMENTS ASSOCIATION, INC.

By: Myron F. Keibler, President  
(title)

ATTEST:

Louise H. Underwood  
Secretary

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

I HEREBY CERTIFY, that on this 26 day of February, 1971 before me, an officer duly authorized to take oaths and acknowledgments in the State of Florida, personally appeared

MYRON F. KEIBLER and HAROLD H. UNDERWOOD

President and Secretary, respectively, of FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS ASSOCIATION, INC., a Florida corporation, to me well known to be the persons described in and who executed the foregoing Declaration and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and they affixed thereto the official seal of said Corporation and the said instrument is the deed and act of the Corporation.

WITNESS my hand and official seal at SARASOTA in the County and State last aforesaid, this 26 day of February, 1971.

My Commission Expires:

My Commission Expires March 28, 1973

Louise H. Underwood  
Notary Public

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BY-LAWS

of

FOREST LAKES COUNTRY CLUB ESTATES  
CONDOMINIUM APARTMENTS ASSOCIATION, INC.

ARTICLE I.  
PRINCIPAL OFFICE

The principal office of the Corporation shall be located at FOREST LAKES CONDOMINIUM, Beneva Road, Sarasota, Florida. The Corporation shall have and continuously maintain at above office an Agent whose office shall be identical with such registered office. The address of the principal office may be changed from time to time by the Board of Directors.

ARTICLE II.  
MEMBERS

Section 1: Initial And Subsequent Members. Those persons or Corporations who presently own or hereafter acquire title to Units in FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS, hereinafter referred to as the "CONDOMINIUM", shall be members. The term "member" shall also be construed to mean a Lessee occupying a Unit in the Condominium under a Lease or Sub-Lease of more than five (5) years duration. In the event a member leases or sub-leases his Unit for more than a five (5) year term, he shall, during such term remain a member, but forfeit his voting rights, the tenant or sub-tenant to exercise said voting rights.

Section 2: Voting Rights. There shall only be allowed one (1) vote per Unit, said vote, in the event of joint ownership of a Unit, to be divided equally among the joint owners thereof and cast as fractional votes, or by agreement of the joint owners, cast by one of their number.

Section 3: Termination of Membership. Whenever a member ceases to become an owner of a Unit in the Condominium



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his membership shall then and there automatically terminate.

Section 4: Transfer of Membership. Membership in this corporation is not transferable or assignable.

ARTICLE III.  
MEETING OF MEMBERS

Section 1: Annual Meeting. An Annual Meeting of the members shall be held at the office of the corporation on the 1st day of December each year beginning with the year 1965, at such hour as designated in the Notice of Meeting, for the purpose of electing Directors and for the transaction of such other business as may come before the Meeting. If the day fixed for the Annual Meeting shall be a legal holiday in the State of Florida, such Meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any Annual Meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a Special Meeting of the members as soon thereafter as conveniently may be.

Section 2: Special Meetings. Special Meetings of the members may be called by the President, the Board of Directors, or not less than one-tenth of the members having voting rights.

Section 3: Place of Meetings. The Board of Directors may designate any place within Sarasota County, Florida, as the place of meeting for any Annual or Special Meeting, and if no such designation is made, such Meeting shall take place at the office of the corporation, Sarasota County, Florida.

Section 4: Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) days nor more than fifty (50) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting.

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In case of a Special Meeting, or when required by Statute, or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

Section 5: Informal Action by Members. Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Section 6: Quorum: The members holding two-thirds (2/3rds) of the votes which may be cast at a meeting shall constitute a quorum at such meeting. If a quorum is present, unless otherwise provided by the Declaration or Declarations of Condominium for the Condominium, these By-Laws or the Charter of the Corporation, a majority of those present may take corporate action. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 7: Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized Attorney-in-Fact. No proxy shall be valid after three (3) months from the date of its execution unless otherwise provided in the proxy.

Section 8: Voting by Mail. Where Directors or Officers are to be elected by members or any class or classes of members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

#### ARTICLE IV BOARD OF DIRECTORS

Section 1: General Powers. The affairs of the Corporation

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shall be managed by its Board of Directors. Directors shall be members of the Corporation, or spouses of members.

Section 2: Number, Tenure and Qualifications. The members of the Corporation shall at each Annual Meeting determine the number of Directors of the Corporation for the following calendar year, which said number shall in no event be less than three (3). The present members of the Board of Directors or successors of the present members of the Board of Directors as appointed by them in the event of the removal or disability of one or all of said Directors, shall hold office until the first day of the calendar year following the next Annual Meeting of the members, at which time the successors elected at such Annual Meeting shall take office. Each Director thereafter shall hold office for a calendar year, or until the term of his successor shall begin, or until removed by a majority of the members for misfeasance or malfeasance, at a Special Meeting of the members called for that purpose.

Section 3: Regular Meetings. A regular Annual Meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after and at the same place as the Annual Meeting of members.

Section 4: Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call Special Meetings of the Board may fix any place within Sarasota County, Florida, as the place for holding any Special Meeting of the Board called by them.

Section 5: Notice. Notice of any Special Meeting of the Board of Directors shall be given at least ten (10) days previous thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the

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United States mails in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

Section 6: Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7: Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

Section 8: Vacancies. Any vacancy in the Board of Directors and any directorship to be filled by reason of death, disability, resignation or removal, shall be filled through election by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 9: Compensation. Directors shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

SEE 883 p 218  
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ARTICLE V.  
OFFICERS

Section 1: Officers. The Officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer, and such other Officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other Officers, including one or more Vice Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers, as it shall deem desirable, such Officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more Offices may be held by the same person, except the offices of President and Secretary.

Section 2: Election and Term of Office. The present officers of the corporation or their successors as elected by the Board of Directors of the corporation in the event of resignation or disability, shall serve until the next annual meeting of the Board of Directors of the corporation. Thereafter, the officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors and shall serve for the following calendar year. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3: Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4: Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise,

SEE 883 p. 219

may be filled by the Board of Directors for the unexpired portion of the term.

Section 5: President. The President shall be the principal executive officer of the corporation and shall in general, supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and of the Board of Directors and shall execute any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the corporation; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall be elected from the Board of Directors.

Section 6: Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as, from time to time, may be assigned to him by the President or by the Board of Directors.

Section 7: Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the

corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8: Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required on behalf of the corporation under its Seal by law; be custodian of the corporate records and of the Seal of the corporation and see that the Seal of the Corporation is affixed to all documents, the execution of which is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. The Secretary shall be elected from the Board of Directors.

Section 9: Assistant Treasurers, and Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, or by the President or the Board of Directors.

Section 10: Compensation. Officers of the Corporation shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any officer from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE VI.  
COMMITTEES.

Section 1: Committees of Directors. The Board of Directors

883 p. 221  
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by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors; which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Corporation, and the President of the Corporation shall appoint the members thereof.

Section 3. Term of Office. Each member of a committee shall continue as such until the next Annual Meeting of the members of the Corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee by the person or persons authorized to appoint such member, or unless such member shall cease to qualify as a member thereof.

Section 4. Chairman. One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof.

Section 5. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum



DEC 883 P 222

and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7: Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VII  
CONTRACTS, CHECKS, DEPOSITS  
AND FUNDS.

Section 1: Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2: Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer, and countersigned by the President or a Vice President of the Corporation.

Section 3: Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such Banks, Trust Companies, or other depositories as the Board of Directors may select.

Section 4: Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the corporation.

ARTICLE VIII  
CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of

RE 883 223

Directors may provide for the issuance of certificates evidencing membership in the Corporation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary, and shall be sealed with the Seal of the Corporation. All certificates shall be consecutively numbered. One certificate shall be issued for each unit and shall contain the names of the owner or owners thereof and, in the event of occupancy of such unit by a Lessee or Sub-Lessee for a term of more than five (5) years, the name or names of such Sub-Lessee or Sub-Lessees as the case may be. The name or names appearing on such certificate and unit number shall be entered in the records of the corporation.

Section 2: Issuance of Certificates. When a person or corporation has become a member, a certificate of membership shall be delivered to such member or members, as described above, by the Secretary, if the Board of Directors has provided for the issuance of certificates under the provision of Section 1 of this Article.

ARTICLE IX.  
BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep Minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE X.  
FISCAL YEAR

The fiscal year of the corporation shall begin on the

first day of January and end on the last day of December in each year.

ONE REC. 883 to 224

ARTICLE XI.  
DUES, FEES, CHARGES, ASSESSMENTS

Section 1. Dues and Assessments. The Board of Directors may determine from time to time the dues, charges, fees or assessments to be paid by the members. Said dues, charges, fees and assessments are to be levied in an amount and manner so as to provide the Corporation with sufficient funds to meet the obligations of the Corporation and furnish the facilities and services to the Units of the Condominium which the Corporation is obliged to furnish, all on a non-profit basis and each Unit to bear only its pro-rata share of same, as provided in the Declaration of Condominium. The services and facilities that the Association is to furnish for the benefit of the Condominium, in addition to those services and facilities hereinafter added by vote of the members and subject to subsequent deletion of services or facilities pursuant to vote of the members, shall be the furnishing of utility service to the common elements and each Unit, maintenance of all common elements, including, but not limited to, lawns, roads, walkways, outside building maintenance, the furnishing of a public central television antenna service, trash and garbage collection, furnishing of all risk insurance on all Units and common elements and liability insurance, and the furnishing of a professional manager.

Section 2: Default. When any member shall be in default of the fees due, charges or assessments levied pursuant to Section 1, of this Article, he shall be subject to the liability for collection of same provided under the Condominium Act of the State of Florida, together with all costs of collection, including a reasonable Attorney's fee.

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 510 085

DECLARATION OF CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, LEWIS HOMES REALTY, INC., a Florida corporation, holds a fee simple title to the following land situate in Sarasota County, Florida, to-wit:

All that part of tracts 6-8 and 7-8, Sect. 34 of the Resubdivision of a part of Hyde Park Citrus Subdivision Plat Bk. 3, Page 86, Sarasota County records lying within the following described boundary:

Commence at the point of intersection of the Northerly boundary of Unit No. 36, South Gate Sub. P.B. 16, Pge. 9-A Sarasota County Records and the West line of Section 34, Twp. 36 S., Rge. 18 E.; thence N 89°46'52" E along said boundary 68.00 feet to intersect the East line of a proposed 100 foot street R/W (Genova Rd.) for a P.O.B.; thence N 0°01'27" E (68.00 feet from and parallel to W. line of Sect. 34) along said East R/W line for 250.00 feet; thence N 89°46'52" E and parallel to aforesaid Unit boundary line 382.00 feet; thence S 0°01'27" W and parallel to W. line of Sect. 34 for 250.00 feet to intersect the said North boundary of South Gate Sub. Unit No. 36; thence S 89°46'52" W. along said boundary, 382.00 feet to the P.O.B.

Being and lying in Sect. 34, Twp. 36 South, Rge. 18 East, Sarasota County, Florida, and containing 2.192 acres.

WHEREAS, LEWIS HOMES REALTY, INC., is desirous of creating Condominium Ownership of the land owned by it and described above; and

WHEREAS, the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SARASOTA, SARASOTA, FLORIDA, does hold a Mortgage encumbering the subject property and is agreeable to a Condominium use of the same;

NOW, THEREFORE, Be It Known As Follows:

1.

LEWIS HOMES REALTY, INC., does by these presents declare the property owned by it and first described above, to be condominium property under the Condominium Act of the State of Florida, now in force and effect, and does submit said condominium property to Condominium Ownership pursuant to said Act.

2.

The name by which the Condominium is to be identified shall be FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS.

3.

The land included in the Condominium is that certain real property owned by LEWIS HOMES REALTY, INC., in fee simple, situate in Sarasota County, Florida, to-wit:

All that part of tracts 6-8 and 7-8, Sect. 34 of the Resubdivision of a part of Hyde Park Citrus Subdivision Plat Bk. 3, Page 86, Sarasota County Records lying within the following described boundary:

Commence at the point of intersection of the Northerly boundary of Unit No. 36, South Gate Sub. P.B. 16, Pgs. 9-A Sarasota County Records and the West line of Section 34, Twp. 36 S., Rge. 18 E.; thence N 89°46'52" E along said boundary 68.00 feet to intersect the East Line of a proposed 100 feet street R/W (Benova Rd.) for a P.O.B.; thence N 0°01'27" E (68.00 feet from and parallel to W. line of Sect. 34) along said East R/W line for 250.00 feet; thence N 89°46'52" E and parallel to aforesaid Unit boundary line 382.00 feet; thence S 0°01'27" W and parallel to W. line of Sect. 34 for 250.00 feet to intersect the said North boundary of South Gate Sub. Unit No. 36; thence S 89°46'52" W along said boundary, 382.00 feet to the P.O.B.

Being and lying in Sect. 34 Twp. 36 South, Rge. 18 East, Sarasota County, Florida, and containing 2.192 acres.

The Condominium units shall be known as:

- THE GATEWAY HOUSE - Nos. 1 through 8 inclusive.
- THE FAIRWAY - Nos. 1 through 10 inclusive.
- THE ESTATE HOUSE - Nos. 1 through 8 inclusive.
- THE GREEN VIEW - Nos. 1 through 10 inclusive.

5.

A survey of the Condominium property, and a plot plan showing the relative position of the buildings on the Condominium property is annexed hereto and marked Exhibit "A". A graphic description of the improvements in which the units are located and of the units themselves is annexed hereto and marked Exhibit "B".

6.

There shall be appurtenant to each of the units a One/Thirty-sixth (1/36th) ownership of the common elements. The common elements of the Condominium shall include the following items:

- (a) All lands described in Paragraph Three above.
- (b) All parts of the improvements on said lands not located within the units.
- (c) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units or common elements.
- (d) An easement of support in every portion of the unit which contributes to the support of the building housing said unit.
- (e) Installations for furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installations.

(f) The property and installations in connection therewith acquired for the furnishing of services to more than one unit or to the common elements.

(g) All external walls and roofs of the units other than the internal surfaces thereof.

(h) All stairways and external walks and walkways.

7.

The common expenses of the Condominium and common surplus of the Condominium, shall be divided equally among the units.

8.

Each of the units shall be entitled to one (1) vote at meetings of the Condominium. In the event of joint ownership of a unit, said vote shall be apportioned among the owners or exercised by one of them by agreement with the remainder of said joint owners.

9.

This Declaration may be amended at any time during the first three (3) years from the date hereof, by affirmative vote of Fifty-one (51%) per cent of the units, together with the written consent of LEWIS HOWES REALTY, INC., its successors or assigns. After the expiration of said three (3) year period, the Declaration may be amended at any time by the affirmative vote of eight/ninths (8/9ths) of the units, without the need of consent of LEWIS HOWES REALTY, INC.

10.

The Association which will operate the Condominium will be a Corporation not for profit, heretofore organized under the Laws of the State of Florida, known as FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS ASSOCIATION, INC., of which

Association each unit owner will be required to be a member. The Condominium will be operated pursuant to the By-Laws of the Association, a copy of which is annexed hereto and marked Exhibit "C".

11.

That each unit owner shall be responsible for the maintenance and repair of his Unit, except that the Association shall have the right to assume part or all of the maintenance of the various Units as determined by the Association from time to time. The Association shall also procure and pay for, as part of the common expenses, fire and extended coverage insurance on the common elements of the Condominium in no less than the full insurable value of the same, each said policy of insurance shall show all institutional mortgagees holding mortgages on a portion of the common elements insured as endorsees of the policy. In addition, the Association shall procure and pay for as part of the common expenses, fire and extended coverage insurance to the full insurable value thereof on each individual Unit which said policies of insurance shall show, if that be the case, institutional mortgagees of said Units respectively as endorsees of such policies. In the event of destruction, either partial or substantial, of a Unit or building, the owners of the affected Units shall be under an obligation to cause the same to be repaired or rebuilt and shall commence and diligently pursue the repair and building of such Units within sixty (60) days from the date of destruction, the insurance proceeds applicable to such Units to be promptly applied for by the owners of such Units and/or the Association, as may be required, and shall be received by the Association and/or the institutional mortgagees of such Units.



as then agreed upon, and held in escrow to apply to and assure the prompt payment of the cost of such repair and building. In the event that an owner of an affected Unit fails to commence and pursue such repair or rebuilding within the time provided, the Association shall have the right in his name and stead to cause the same to be commenced and diligently prosecuted at such owner's cost and expense and the insurance proceeds applicable to such Unit shall be subjected to a lien to indemnify the Association for any cost or expense for which it is held responsible by virtue of its undertaking such repair or rebuilding. In the event the insurance proceeds applicable to any repair or rebuilding of a Unit shall not be sufficient to cover the cost of the same, the owner of said Unit shall promptly pay the deficiency and failing to do so, the Association may advance and pay such deficiency on behalf of said owner and to the extent of such payment, the Association shall be entitled to a lien on the owner's Unit parcel and may, in order to collect said lien, pursue foreclosure or any remedy provided for collection of assessments by the Condominium Act of the State of Florida, and in pursuing such remedy the Association shall be entitled to collect from such defaulting owner all costs of collection including a reasonable attorney's fee.

Wherever it becomes necessary to apportion insurance proceeds among more than one Unit in a building by virtue of more than one Unit being damaged or destroyed, such apportionment shall be made by the Association based on the proportionate or relative reconstruction costs of the damage to each unit as determined by the insurance company or companies making the settlement.

That the following restrictions shall apply to and bind the Condominium, Condominium property, Unit, Units and Unit parcels, to-wit:

(a) All Condominium Units shall be and remain of like exterior design, shape, color and appearance as other Condominium Units of the same class or type.

(b) That occupants of Condominium Units shall not permit, suffer or maintain in their premises loud noises, obnoxious odors or offensive household pets.

(c) That each Condominium Unit shall be used exclusively as a one-family residential dwelling and no business or trade shall be permitted to be conducted therein or thereon.

(d) That except for sales or leasing thereof by LEWIS HOMES REALTY, INC., and except for a conveyance to an institutional first mortgagee of the Unit encumbered, no parcel or Unit shall be sold or leased to any person, party or corporation without the owner thereof first procuring the consent thereto of the Board of Directors of the Association, which said consent shall be given or withheld, based upon the Board's determination of the ability of the proposed Lessee or Grantee to meet the financial obligations of the Unit, and the social and moral desirability of the said proposed Lessee or Grantee. In no event shall a Unit be leased for a term less than three (3) months.

(e) That the occupants and owners of each Unit shall keep, and obey all laws, ordinances, regulations,

requirements and rules of all governmental bodies, divisions or sub-divisions, in so far as the same pertain to the control or use of such Unit.

(f) That no Condominium Unit or Unit parcel shall be partitioned, divided or subdivided, and that no structural alterations or changes shall be made within said unit without prior approval of the Board of Directors of the Association.

(g) That each Unit owner, lessee or occupant, shall maintain at all times in good condition and repair, the interior of such Unit, including porches, interior walls, floors, ceilings, doors, windows, water, electric and plumbing systems and parts and components thereof, sewage, air conditioning and heating parts and components thereof, sanitary facilities, fixtures, equipment and lamps.

(h) No wires, TV antennas, air conditioners, aeriels or structures of any sort shall be erected, constructed or maintained on the exterior of any building, except for those items or structures which form a part of the original building and their replacements.

(i) That no clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the common elements, except by the Association, and that no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.

(j) No Unit or Unit parcel shall be the subject of a partition action in any Court of the State of Florida, and all Unit owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such action.

(k) No electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television reception in other Units.

(l) That all common stairways, walkways, driveways and other routes or passage areas shall be kept at all times free from blockage or obstruction.

(m) In the event that the Association in the future determines not to carry fire and extended coverage insurance on each of the Units, the owner of each Unit shall maintain with an insurance carrier duly qualified and registered in the State of Florida, fire and extended coverage insurance in the amount of no less than the purchase price of his unit, and in the event of damage covered by such insurance, shall diligently make and prosecute claim therefor, the proceeds of any such insurance to be obligated in accordance with Paragraph 11 of this Declaration and all other provisions of this Declaration. The Association is to be named as an endorsee on each such policy, and shall receive upon request, a copy of the same.

(n) Occupants of Units shall abide by all rules and regulations promulgated by the Association concerning occupancy and use of the Condominium Units, and common elements and areas.

Notwithstanding anything contained in this Declaration or any of the Exhibits annexed hereto, subject to provisions of Paragraph 15 below, it is expressly understood that LEWIS HOMES REALTY, INC., shall and does hereby reserve unto itself all rights to manage the affairs of the Condominium and FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS ASSOCIATION, INC., for a period of up to three (3) years, commencing with the date hereof. It is further declared and understood that said LEWIS HOMES REALTY, INC., shall be allowed reasonable expenses for its services as Manager of the affairs of FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS ASSOCIATION, INC., and that it shall during said three (3) year period have the sole and exclusive right to make contracts or agreements on behalf of the Association, for the maintenance and operation of the Condominium, Condominium property, and affairs of said Association.

## 14.

That this Declaration shall not impair and shall be subject to the rights of the public or private utility companies furnishing water, sewer, electric, or other power or utility service to the subject land and shall further be subject to all easements, restrictions and reservations of record, if any. Further, this Declaration shall not impair in any way that certain Mortgage dated the 7th day of October, 1964, and recorded in Official Record Book 498, at page 381 through 385, of the Public Records of Sarasota County, Florida, on the 7th day of October, 1964, showing FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SARASOTA, Sarasota, Florida, as Mortgagee, the said Mortgagee executing this Declaration only for the purpose of giving its consent to devoting the subject property to Condominium use.

That notwithstanding anything contained in this Declaration or any of the Exhibits annexed hereto, to the contrary, the written consent of each institutional lender holding a first mortgage upon any Condominium parcel or parcels in the affected building, shall first be obtained before this Declaration may be amended or the Condominium terminated, or a building may be rebuilt after substantial destruction as defined in Paragraph 11 above, or any structural alterations or changes may be made, which said consent shall not be unreasonably withheld.

16.

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

IN WITNESS WHEREOF, LEWIS HOMES REALTY, INC., has caused its signature and seal to be affixed this 25<sup>th</sup> day of JANUARY, 1965.



Louis Wapnick  
Louis Wapnick, Secretary

LEWIS HOMES REALTY, INC.,  
a Florida corporation

BY: Alice Sklar  
ALICE SKLAR, President

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SARASOTA, SARASOTA, Florida, Mortgages above referred to, does hereby consent to the making and filing of the foregoing Declaration this 12<sup>th</sup> day of

February, 1965.



James F. [Signature]  
Secretary

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
OF SARASOTA  
BY: James F. [Signature]  
Vice President

(11)

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

BY DEC 516 PAGE 696

I HEREBY CERTIFY that on this 25th day of January, 1965, before me, an officer duly authorized to take oaths and acknowledgments in the State of Florida, personally appeared ALICE SELAR, and LOUIS WAPWICK, the President and Secretary, respectively, of LEWIS HOMES REALTY, INC., to me well known to be the persons described in and who executed the foregoing Declaration of Condominium, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and they affixed thereto the official Seal of said Corporation, and the said instrument is the deed and act of the Corporation.

WITNESS my hand and official seal at Sarasota, in the County and State aforesaid, this 25th day of January, 1965.

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Sept. 22, 1968  
Issued by American Bar & County Co.

Henry I. Abel  
NOTARY PUBLIC




STATE OF FLORIDA )  
COUNTY OF SARASOTA )

REC 516 PAGE 697

I HEREBY CERTIFY that on this 12<sup>th</sup> day of February, 1965, before me, an officer fully authorized to take oaths and acknowledgments in the State of Florida, personally appeared JAMES J. HENSERTY and DOROTHY D. ROBERTS, the Vice President and ~~Assistant~~ Secretary, respectively, of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SARASOTA, to me well known to be the persons described in and who executed the foregoing Declaration of Condominium, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and they affixed thereto the Official Seal of said corporation, and the said instrument is the deed and act of the Corporation.

WITNESS my hand and official seal at Sarasota, Florida, in the County and State aforesaid, this 12<sup>th</sup> day of

February, 1965.

  
NOTARY PUBLIC

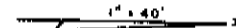
My Commission Expires:

12-9-66



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Being and lying in tract 34, Twp. 36 S., Rge. 18 E., Serrano County, Florida and containing 2.192 acres.



Dimensions shown herein are nominal. All outside walls are built with nominal 9" thick walls.

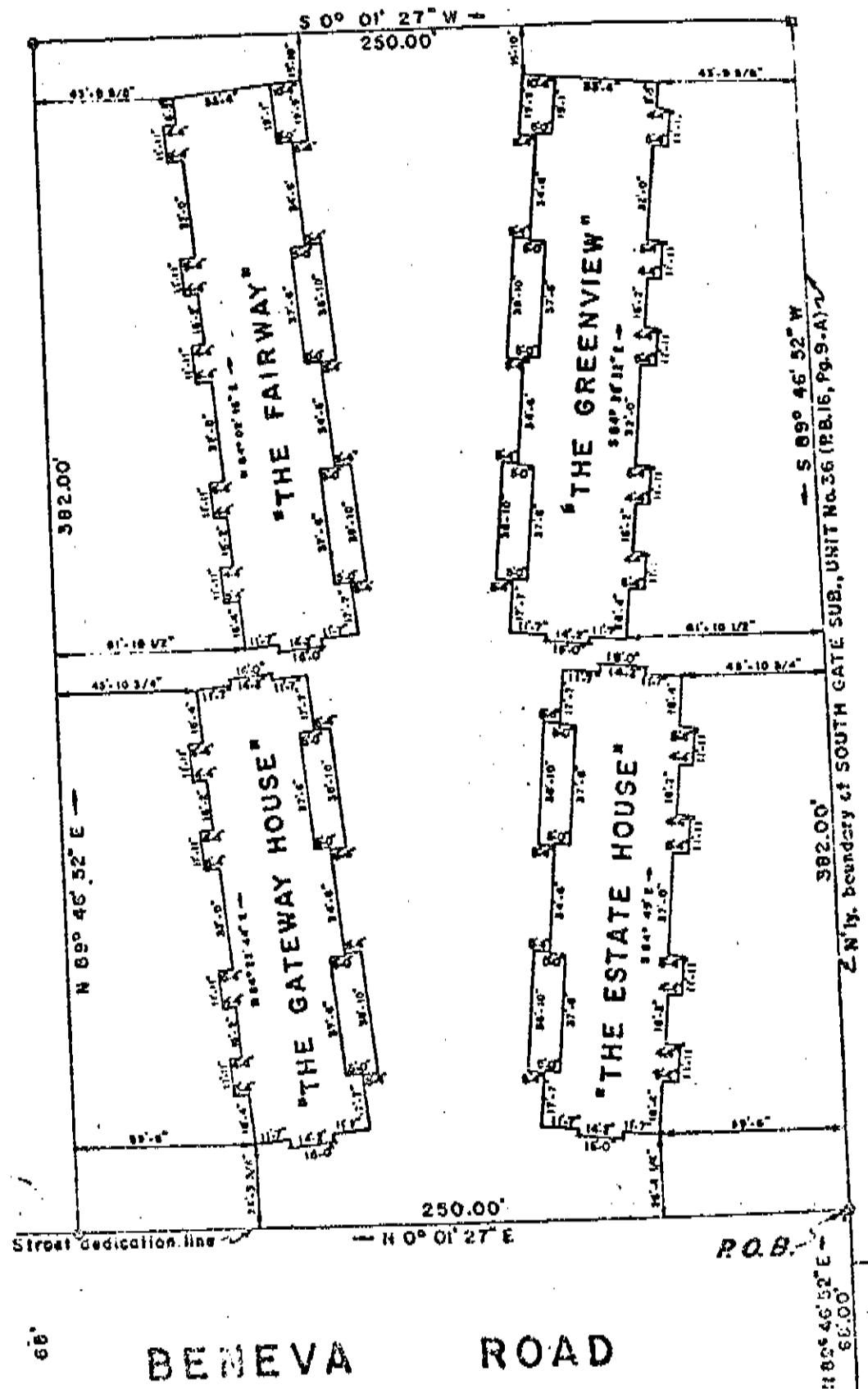
location, dimensions and sizes of the concrete slabs and of each pile - contained therein.

CERTIFICATE OF SURVEYOR

A. V. NOSBY  
Reg. Land Surveyor, P.O. Box No 858

Page of Survey, Date: 11-19-65

MOSEBY ENGINEERING ASSOCIATES, INC.  
2155 BELMONT RD. JARVIS, TX 77450



All that part of tracts 6-S and 7-S, Sect. 34 of the Resubdivision of a part of Hyde Park Citrus Subdivision Plat Bk. 3, Pg. 86, Sarasota County records lying within the following described boundary:

Commence at the point of intersection of the Northerly boundary of Unit No. 36, South Gate Sub. Plat Bk. 16, Pg. 9-A Sarasota County records and the West line of Section 34, Twp. 36 S., Rge. 18 E.; thence N 89° 46' 52" E along said boundary 68.00' to intersect the East line of a proposed 100' street R/W (Banava Road) for a P.O.B.;

Thence N 0° 01' 27" E (68.00' feet) from and parallel to West line of Sect. 34 along said East R/W line for 250.00' feet; thence N 89° 46' 52" E and parallel to aforesaid Unit boundary line, 382.00' feet; thence S 0° 01' 27" W and parallel to West line of Sect. 34 for 250.00' feet to intersect the said N. boundary of South Gate Sub. Unit No. 36; thence S 89° 46' 52" W along said boundary, 382.00' feet to the P.O.B.

Being and lying in Sect. 34, Twp. 36 S., Rge. 18 E., Sarasota County, Florida and containing 2.192 acres.

## FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS

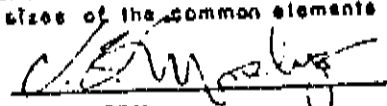
**NOTE:** Ownership of Units extends from unfinished floors to unfinished ceilings, and from unfinished wall to unfinished wall, as indicated on Exhibit "B" of this declaration. Ownership of balconies annexed to the respective units extends from unfinished floor to the plane of unfinished ceiling and from unfinished wall to the planes of the outside balcony railings. Ownership of porches annexed to first floor units extends from unfinished floor to the plane of unfinished ceiling and from unfinished wall to the vertical plane of the external edges of the unfinished slab.

Notwithstanding the location of walls, floors and ceilings, as described hereon, the actual location of walls, floors and ceilings as the same may from time to time exist shall govern.

Dimensions shown hereon are external. All outside walls and party walls are nominal 8" thickness.

### CERTIFICATE OF SURVEYOR

I, the undersigned Registered Land Surveyor, hereby certify that a survey was made of the lands as shown hereon and further certify that this survey and Plat Plan, together with the Declaration of Condominium and other exhibits annexed thereto, as recorded in Official Records Book 516, Page 699, Public Records of Sarasota County, Florida, is a true representation of the improvements described, and that it can be determined therefrom the identification, location, dimensions and size of the common elements and of each unit contained therein.

  
J. V. MOSBY  
Reg. Land Surveyor, Fla. Cert. No. 888

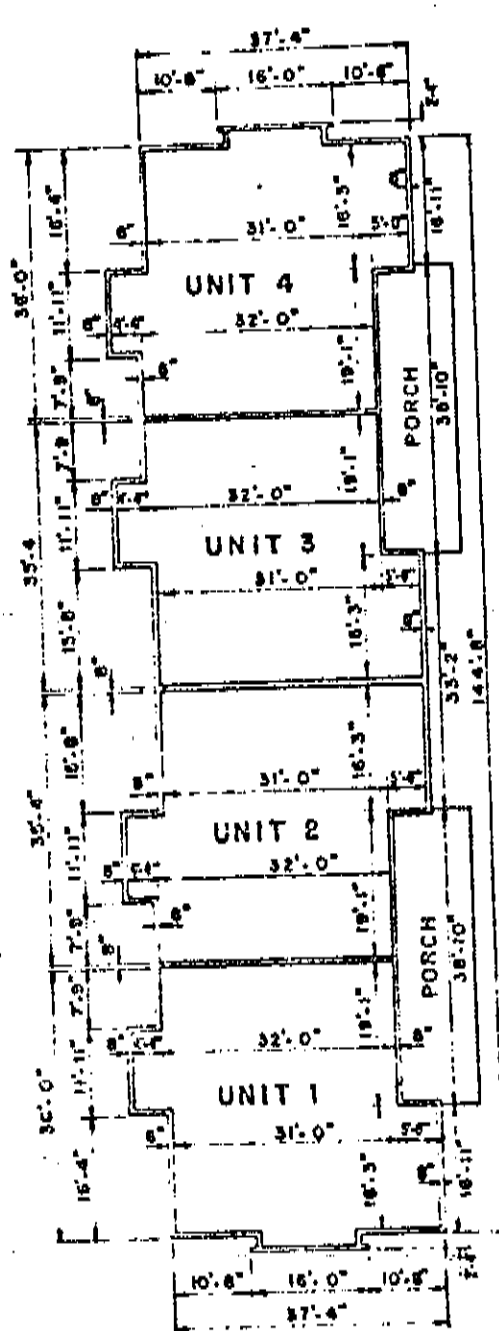
**EXHIBIT "A"**

MOSBY ENGINEERING ASSOCIATES, INC.  
2850 EEE RIDGE RD. SARASOTA, FLA.

Date: Oct. 20, 1964

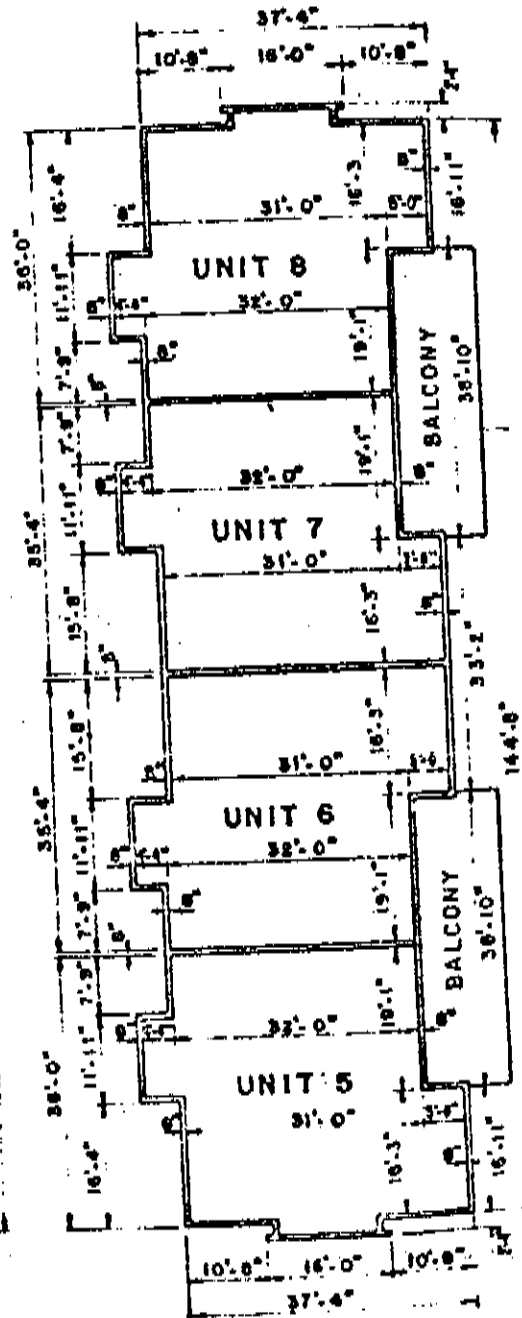
# FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS.

1" = 20'



1 ST. FLOOR UNITS

(UNIT Floor E-22-40, UNIT Ceiling E-30-43)



2 ND. FLOOR UNITS

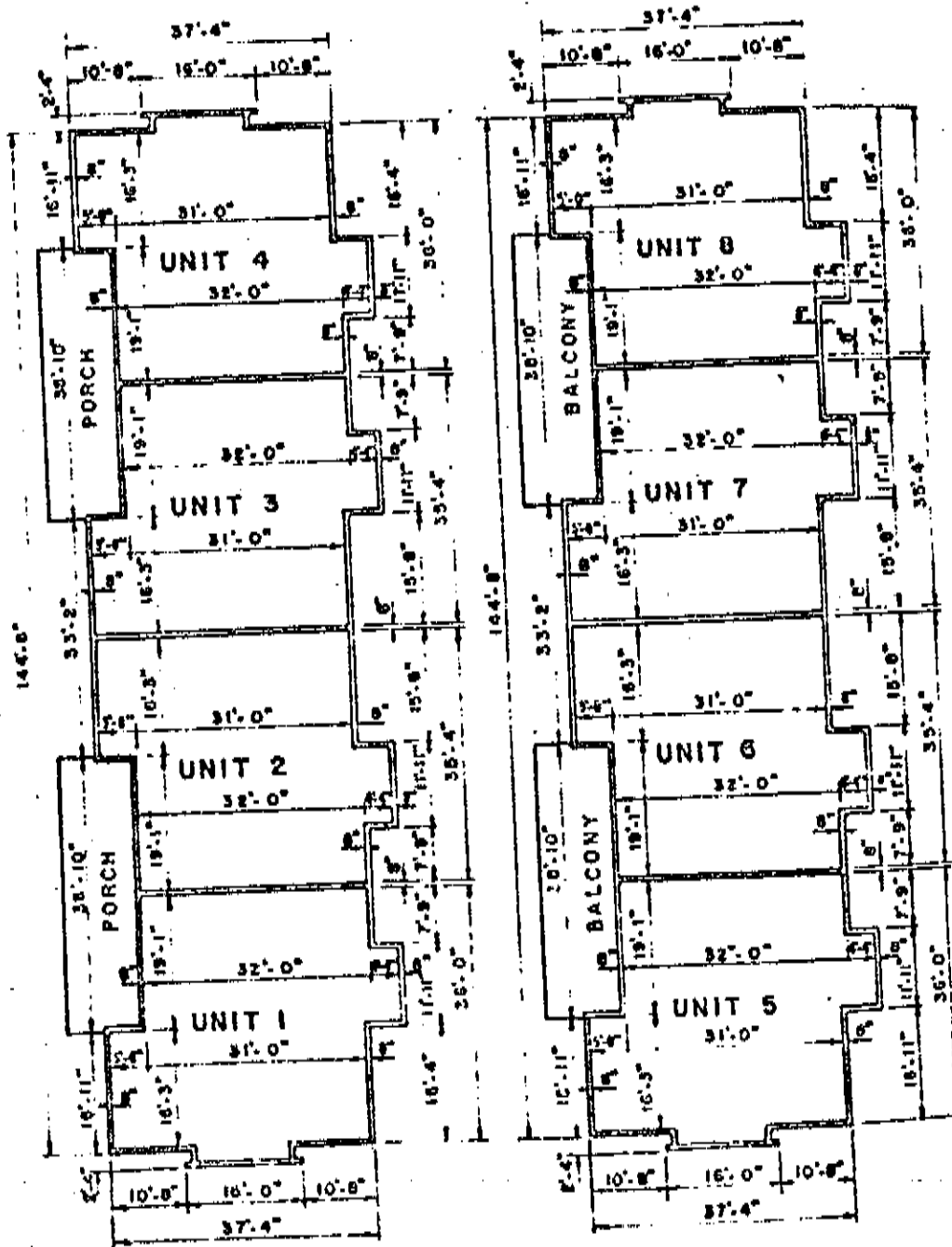
(UNIT Floor E-31-26, UNIT Ceiling E-39-58)

## THE GATEWAY HOUSE

# FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS

O. R. BK. \_\_\_\_\_ PG. \_\_\_\_\_  
ST REC 516 PAGE 701

1" = 20'



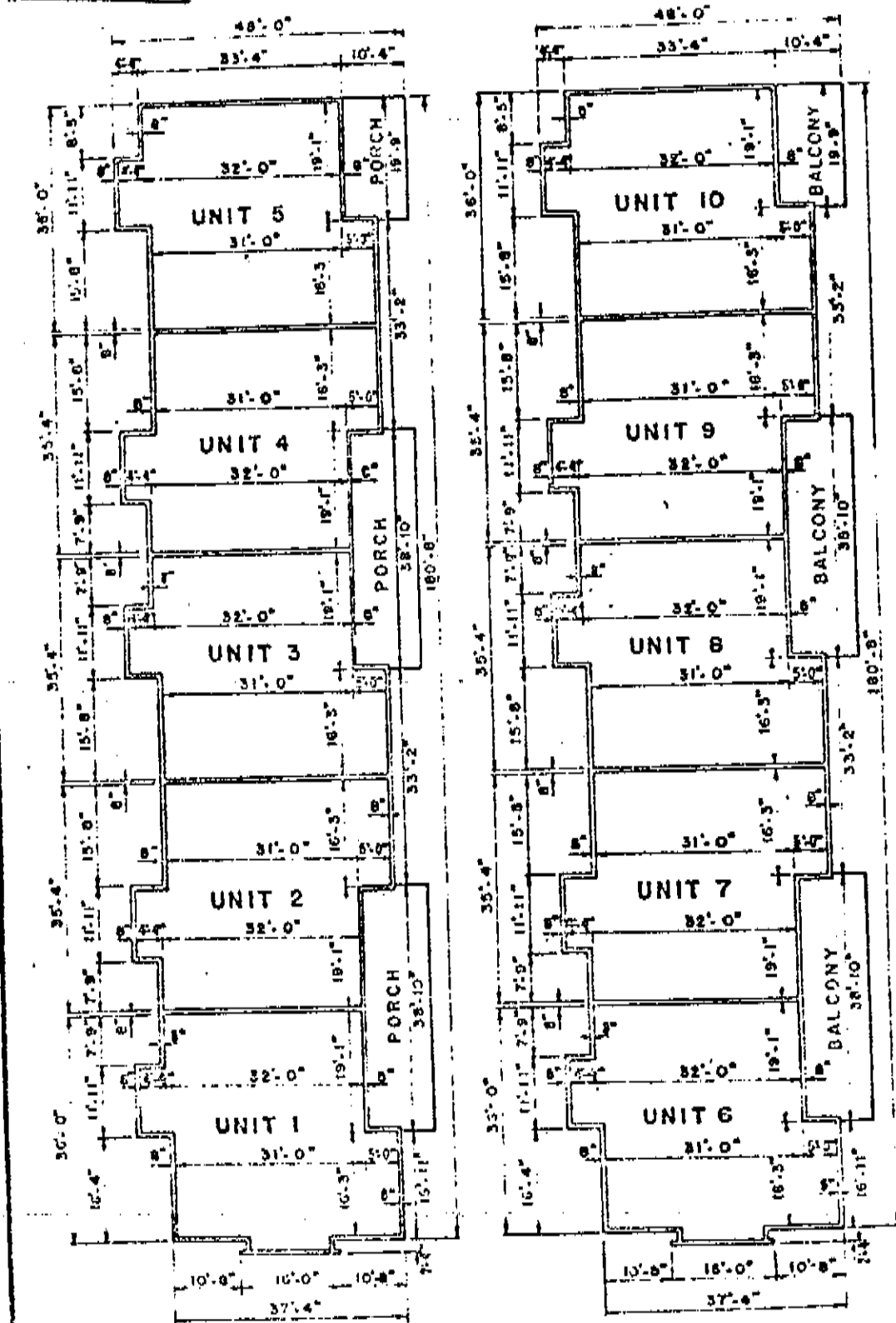
1 ST. FLOOR UNITS  
(Unit Floor E: 22.40, Unit Ceiling E: 30.43)

2 ND. FLOOR UNITS  
(Unit Floor E: 22.40, Unit Ceiling E: 30.39)

THE ESTATE HOUSE

EXHIBIT "B"

# FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS



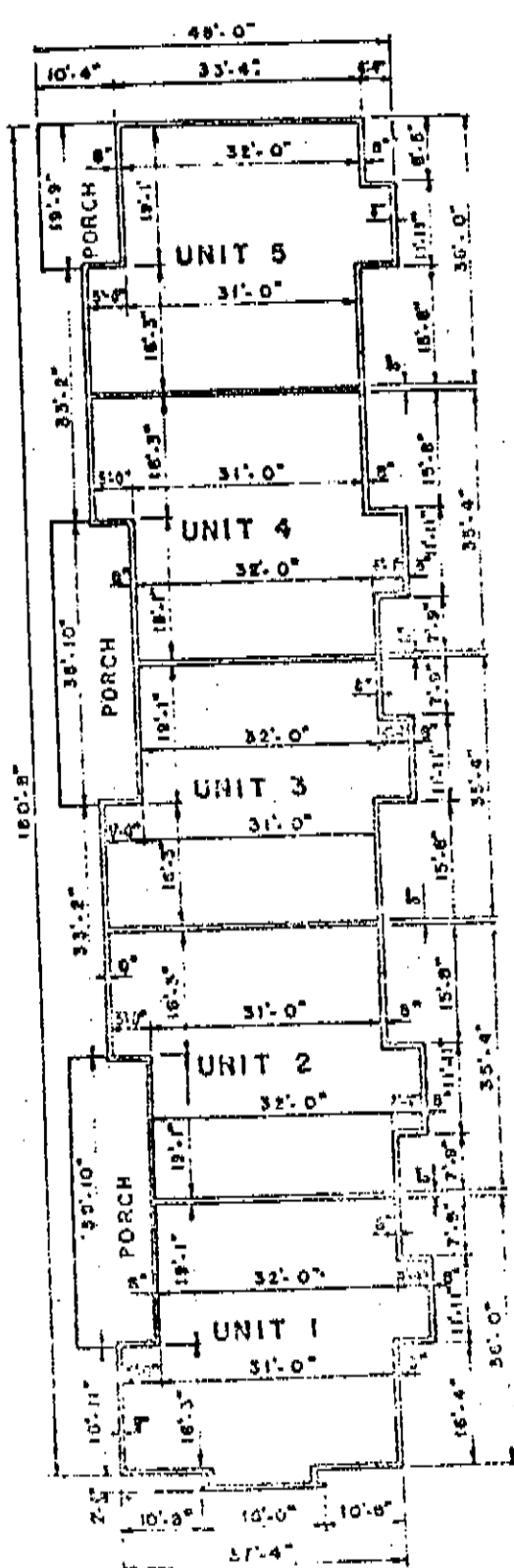
# FOREST LAKES COUNTRY CLUB ESTATES

CONDOMINIUM APARTMENTS

O. R. BK. PG.

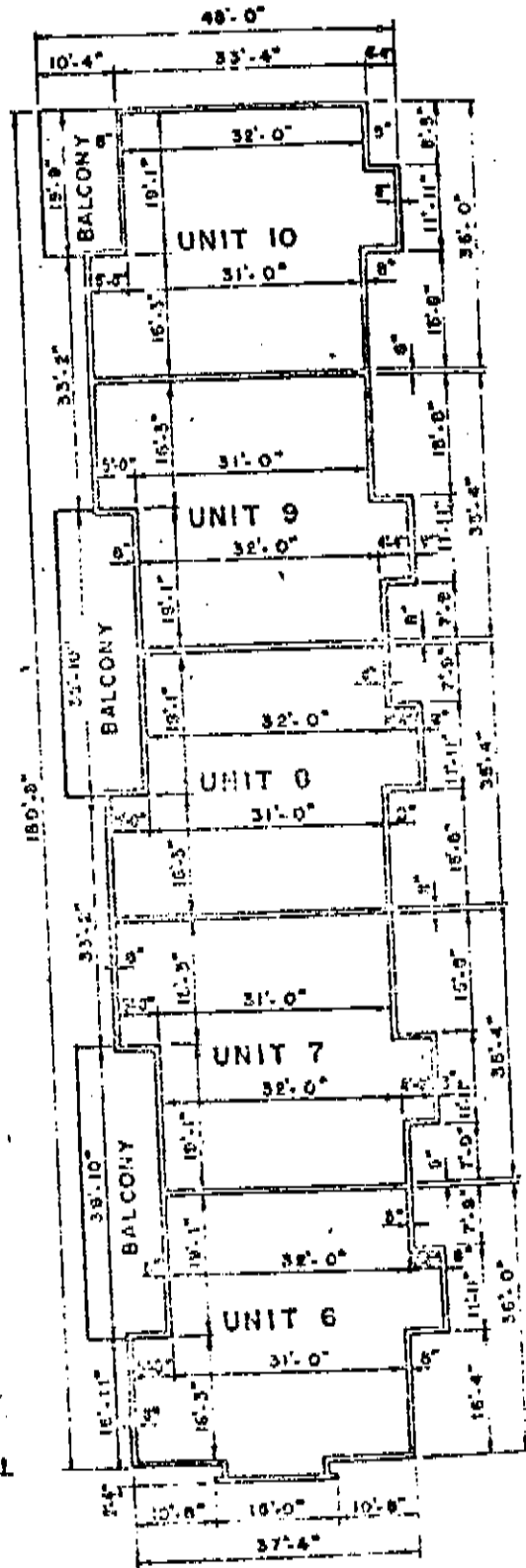
FILE REC 516 PAGE 703

1" = 20'



1 ST. FLOOR UNITS

(Unit Floor E1 22 30, Unit Ceiling E1 22 31)



2 ND. FLOOR UNITS

(Unit Floor E1 31 26, Unit Ceiling E1 31 27)

ADJUDICATED

EXHIBIT 10

**FOREST LAKES COUNTRY CLUB ESTATES  
CONDOMINIUM ASSOCIATION, INC.**

BY-LAWS

**ARTICLE I**

The principal office of the corporation shall be located at 2071 Main Street, Sarasota, Florida. The corporation shall have and continuously maintain at above office an Agent whose office shall be identical with such registered office. The address of the principal office may be changed from time to time by the Board of Directors.

**ARTICLE II**

**MEMBERSHIP**

Section 1. Initial and Subsequent Members. Those persons or corporations who presently own or hereafter acquire title to units in FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM ASSOCIATION, shall be members. The term member shall also be construed to mean a Lessee occupying a FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENT under a Lease or Sub-Lease of more than five (5) years duration. In the event a member leases or sub-leases his unit for more than a five (5) year term, he shall during such term remain a member, but forfeit his voting rights, the tenant or sub-tenant to exercise said voting rights.

Section 2. Voting Rights. There shall only be allowed one (1) vote per unit, said vote in the event of joint ownership of a unit to be divided equally among the joint owners thereof and cast as fractional votes, or by agreement of the joint owners by one of their number.

(1) EXHIBIT "C"



Section 2. Termination of Membership. Whenever a member ceases to become an owner of a FOREST LAKES COUNTRY CLUB RESORTS COMMUNITIES ASSOCIATION unit, his membership shall there and then automatically terminate.

Section 4. Transfer of Membership. Membership in this corporation is not transferable or assignable.

### ARTICLE III

#### CHAPTER 12. MEETINGS

Section 1. Annual Meeting. An annual meeting of the members shall be held at the office of the corporation on the 1st day of December of each year, beginning with the year 1953, at the hour of 10:00 o'clock A.M., for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Florida, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be.

Section 2. Special Meetings. Special meetings of the members may be called by the President, the Board of Directors or not less than one-tenth of the members having voting rights.

Section 3. Place of Meetings. The Board of Directors may designate any place within Sarasota County, Florida, as the place of meeting for any Annual or Special Meeting, and if no such designation is made, such meeting shall take place at the office of the corporation, Sarasota County, Florida.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of members shall be delivered either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting. In case of a special meeting, or when required by statute or by these By-laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

Section 5. Action by Members. Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Section 6. Quorum. The members holding two-thirds of the votes which may be cast at a meeting shall constitute a quorum at such meeting. If a quorum is present, unless otherwise provided by the Declaration of Condominium of ~~FOREIGN LANDS~~ ~~COUNTRY AND MARINE CONDOMINIUM AGREEMENTS~~, these By-Laws or the CHARTER OF ~~FOREIGN LANDS~~ ~~COUNTRY AND MARINE CONDOMINIUM AGREEMENTS~~, ~~INC.~~, a majority of those present may take corporate action. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 7. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy.

Section 8. Voting by Mail. Where directors or officers are to be elected by members or any class or classes of members, each election may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE IV  
BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the corporation shall be managed by its Board of Directors. Directors need not be members of the corporation.

Section 2. Number, Terms, and Qualifications. The number of Directors shall be five (5). The present members of the Board of Directors or successors of the present members of the Board of Directors as appointed by them in the event of the removal or disability of one or all of said Directors, shall hold office until the next annual meeting of the members, at which time the successors shall be elected. Each Director thereafter shall hold office until the next annual meeting of the members and until his successor shall have been elected and qualified.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after and at the same place as the annual meeting of members.

Section 4. Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board may fix any place within Sarasota County, Florida, as the place for holding any special Meeting of the Board called by them.

Section 5. Notice. Notice of any Special Meeting of the Board of Directors shall be given at least two (2) days previous thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope as addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

or by statute to some other officer or agent of the corporation, and in general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 4. Vice President. In the absence of the President or in event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 5. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or securities as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the Minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these

By-Laws or as required by law, be custodian of the corporate records and of the Seal of the corporation and see that the Seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its Seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 2. Assistant Treasurers and  
Assistant Secretaries.

If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

Section 10. Compensation. Officers of the corporation shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any officer from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE VI  
COMMITTEES

Section 1. Committee of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the

authority of the Board of Directors in the management of the corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the President of the corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

Section 3. Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 4. Chairman. One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the member thereof.

Section 5. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

**ARTICLE VII.  
CONTINGENTS, CHECKS,  
AND DRAFTS.**

Section 1. Contingents. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or contracts and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or restricted to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in each manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the corporation.

Section 3. Investments. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such Banks, Trust Companies, or other depositories as the Board of Directors may select.



Section 1. Gifts. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or device for the general purposes or for any special purpose of the corporation.

**ARTICLE VIII**  
**CERTIFICATES OF MEMBERSHIP**

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the corporation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and shall be sealed with the seal of the corporation. All certificates shall be consecutively numbered. One certificate shall be issued for each unit and shall contain the names of the owner or owners thereof and in the event of co-ownership of such unit by a person or sub-lessee for a term of more than five (5) years, the name or names of such sub-lessee or sub-lessees as the case may be. The name or names appearing on such certificate and unit number shall be entered in the records of the corporation.

Section 2. Issuance of Certificates. When a person or corporation has become a member, a certificate of membership shall be delivered to such member or members, as described above, by the Secretary, if the Board of Directors has provided for the issuance of certificates under the provision of Section 1 of this Article.

ARTICLE IX  
BOOKS AND RECORDS

III 518 PAGE 713

The corporation shall keep correct and complete books and records of account and shall also keep Minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE X  
FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XI  
FINES, FEES, CHARGES, ASSESSMENTS

Section 1. Dues and Assessments. The Board of Directors may determine from time to time the dues, charges, fees or assessments to be paid by the members. Said dues, charges, fees and assessments are to be levied in an amount and manner so as to provide the corporation with sufficient funds to meet the obligations of the corporation and furnish the facilities and service to the units at FOREST LAKES COUNTRY CLUB RESORTS CONDOMINIUM AGREEMENTS, which the corporation is obliged to furnish, all on a non-profit basis and each apartment to bear only its prorata share of same depending upon the class, type and size of such apartment, as provided in the Declaration of Condominium. The services and facilities that the Association is to furnish for the benefit of FOREST LAKES

CONDOMINIUM ACT ESTABLISHES COMMONWEALTH AGREEMENTS, in addition to those services and facilities hereafter added by vote of the members and subject to subsequent deletion of services or facilities pursuant to vote of the members, shall be the furnishing of and maintenance of lawns, walks and driveways, laundry facilities, exterior maintenance on all units and common elements of buildings, maintenance of common stairways, balconies and roofs, utilities servicing common elements, administrative services including management, legal and accounting service, public liability insurance on common elements, fire and extended coverage insurance on all units and common elements to the value thereof, garbage and trash removal service, water and sewer facilities available to each unit, the service of collection and transmittal of real property taxes and mortgage payments on the underlying mortgage referred to in the Declaration of Condominium, provided, however, that as to the real property taxes, the benefit or benefits of homestead exemption shall inure directly to those owners who have qualified and applied for homestead exemption in connection with their units.

Section 2. Default. When any member shall be in default of the fees due, charges or assessments levied pursuant to Section 1 of this Article, he shall be subject to the liability for collection of same provided under the Condominium Act of the State of Florida, together with all cost of collection, including a reasonable attorney's fee.

**ARTICLE XII**  
**SEAL**

DEF 516 PAGE 718  
REC

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal 1934".

**ARTICLE XIII**  
**AMENDMENT TO BY-LAWS**

These By-laws may be altered, amended or repealed and new By-laws may be adopted by a majority of the Directors present at any regular meeting or any special meeting, if at least fifteen (15) days written notice is given of intention to alter, amend, or repeal, or to adopt new By-laws at such meeting, and provided such action is thereafter ratified by a majority of the members at a special meeting called for that purpose.

FILED AND RECORDED  
ROBERT W. ZINN, CLERK  
SARASOTA CO., FLA.  
FEB 12 12 23 PM '35

7 0 1 0 4 0 7



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

July 31, 2001

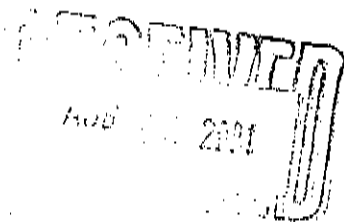
FOREST LAKES COUNTRY CLUB ESTATES CONDO. ASSOC., INC.  
C/O MGNT. CONCEPTS., ATN.: JANICE YOUNG  
5766 BRONX AVENUE, SUITE A  
SARASOTA, FL 34231

Pursuant to your recent inquiry, we are enclosing the certification you requested.

Should you have any questions regarding this matter you may contact our office at (850) 245-6053.

Wendy Hutchins-Deck  
Certification Section

Letter No. 001A00044146





## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on November 2, 1964, as shown by the records of this office.

The document number of this corporation is 708039.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Thirty-first day of July, 2001



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

Sarasota, Florida.

ARTICLES OF INCORPORATION  
FOREST LAKES COUNTRY CLUB ESTATES  
CONDOMINIUM APARTMENTS ASSOCIATION, INC.

RECEIVED  
MAY 2 3 56 PM '64  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby associate themselves together to form a corporation not for profit, pursuant to Chapter 617 of the Laws of the State of Florida.

ARTICLE I

The name of this corporation shall be FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS ASSOCIATION, INC.

ARTICLE II

PURPOSES: The purposes of this corporation are to provide, maintain and manage common, social and recreational facilities for the members of the corporation at FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS, situate in Sarasota County, Florida; to provide for and maintain lawns, walks and driveways, laundry facilities, administration for the Condominium, exterior painting and maintenance of each unit, maintenance of common stairways, balconies and roofs, utilities servicing common elements, garbage and trash collection for the benefit of each unit, water and sewer facilities to each unit, fire and extended coverage insurance to the value thereof on common elements and each unit, collection and transmittal of real property taxes and other common obligations, public liability insurance on common elements; to protect the

The mailing address shall be Xrosin & Abel, 2071 Main Street,  
Sarasota, Florida.

ARTICLES OF INCORPORATION

FOREST LAKES COUNTRY CLUB ESTATES  
CONDOMINIUM APARTMENTS ASSOCIATION, INC.

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Nov 2 3 56 PM '64  
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APPROVED AND FILED

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aesthetic qualities and beauty of FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS; to promulgate rules and regulations governing the use of the common, recreational and social facilities and grounds of FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS, as well as use and occupancy of the units; to undertake such activities and projects as will unite in companionship its members, and insure the continuation of enjoyable living conditions at FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS. In order to carry out these purposes, the corporation shall have the powers provided by Florida Statute 617.021, as well as all other express and applied powers of corporations not for profit, provided or allowed by or through the Laws of the State of Florida.

#### ARTICLE III

##### QUALIFICATION OF MEMBERS AND MANNER OF ADMISSION:

The members of this corporation shall consist of the undersigned subscribers and such other persons as may be from time to time admitted to membership by the Board of Directors of the corporation in accordance with the provisions of the By-Laws of the corporation. ✓

#### ARTICLE IV

##### TERM OF EXISTENCE:

The term for which this corporation is to exist shall be perpetual, unless sooner dissolved pursuant to provisions of Florida Statute 617, as Amended. ✓

ARTICLE V

NAMES AND RESIDENCES  
OF SUBSCRIBERS:

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

<u>NAME</u>	<u>RESIDENCE</u>
LOUIS WAPNICK	2710 Tanglewood Drive Sarasota, Florida.
SIDNEY J. SKLAR	2746 Heather Place Sarasota, Florida.
MICHAEL A. CAPPE	105 Seagrape Venice, Florida

ARTICLE VI

OFFICERS AND DIRECTORS: The affairs of this corporation

shall be managed by a governing board called the Board of Directors, who shall be elected at the regular meeting of the corporation. Vacancies on the Board of Directors may be filled until the next annual meeting, in such manner as provided by the By-Laws. The officers shall be: a President, Vice President, Secretary, Treasurer. They shall be selected by the Board of Directors. The officers and members of the Board shall perform such duties, hold office for such terms, and take office at such times as shall be provided in the By-Laws of the corporation.

ARTICLE VII

NAMES OF OFFICERS: The names of the officers who are

to serve until the first appointment or election next following the filing of these Articles of Incorporation, pursuant to Florida Statutes, Chapter 617, as amended, are as follows:

<u>NAME</u>	<u>OFFICE</u>
SIDNEY J. SKLAR	PRESIDENT
MICHAEL A. CAPPE	VICE PRESIDENT
LOUIS WAPNICK	SECRETARY
LOUIS WAPNICK	TREASURER

### ARTICLE VIII

#### NAMES AND ADDRESSES OF DIRECTORS:

The first Board of Directors who shall serve until the election at the regular annual meeting next following the filing of these Articles of Incorporation, pursuant to Florida Statutes, Chapter 617, as Amended, are:

<u>NAME</u>	<u>ADDRESS</u>
LOUIS WAPNICK	2710 Tanglewood Drive Sarasota, Florida
LILLIAN WAPNICK	2710 Tanglewood Drive Sarasota, Florida
SIDNEY J. SKLAR	2746 Heather Place Sarasota, Florida
ALICE SKLAR	2746 Heather Place Sarasota, Florida
MICHAEL A. CAPPE	105 Seagrape Venice, Florida

### ARTICLE IX

BY-LAWS: The By-Laws of this corporation may be made, altered or rescinded from time to time in whole or in part by the affirmative vote of two-thirds of the members of the corporation, at a regular annual meeting of the corporation, or a meeting called for that purpose.

### ARTICLE X

#### AMENDMENT OF ARTICLES OF INCORPORATION:

These Articles may be amended by a two-thirds vote of the members present and voting at any regular annual meeting of the corporation, provided, however, that these Articles of Incorporation shall not be amended unless written notice is first given of the proposed amendment to each corporate member of the corporation, not less than fifteen (15) days prior to the regular annual meeting of the corporation; such notice shall be sufficient, if it is published not less

than fifteen (15) days prior to the regular annual meeting of the corporation, in such publication as may be designated by the Board of Directors as the official journal of the corporation.

Louis Wapnick  
LOUIS WAPNICK

Sidney J. Sklar  
SIDNEY J. SKLAR

Michael A. Cappe  
MICHAEL A. CAPPE

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

I HEREBY CERTIFY that on this day, before me, a Notary Public, duly authorized in the State and County named above to take acknowledgments, personally appeared:

LOUIS WAPNICK  
SIDNEY J. SKLAR  
MICHAEL A. CAPPE

to me known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they subscribed to these Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above, this 27<sup>th</sup> day of October, 1964.

H. H. [Signature]  
Notary Public

( SEAL )

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA at Large.  
MY COMMISSION EXPIRES JULY 7, 1968.  
RENDED THROUGH FRED W. BOSTELMANN

0.50

CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF

98014346

FOREST LAKES COUNTRY CLUB ESTATES  
CONDOMINIUM ASSOCIATION, INC.

\*\* OFFICIAL RECORDS \*\*  
BOOK 3064 PAGE 1919

THE UNDERSIGNED President and Secretary of Forest Lakes Country Club Estates Condominium Association, Inc. hereby certify that the amendment attached hereto to the Declaration of Condominium of Forest Lakes Country Club Estates Condominium Association, Inc., as recorded in O.R. Book 883, Page 211, et seq., Public Records of Sarasota County, Florida, was proposed by the Board of Directors of the Association and was adopted by not less than 51% of the Board of Directors and by not less than two thirds of the total membership at a meeting of the Association held on December 1, 1997 which meeting was properly noticed and held in accordance with the Association documents.

DATED this 19 day of January, 1997.

WITNESSES:

Janice Young  
Dana McReed

BY: Kenneth Shepard  
Kenneth Shepard, President

Janice Young  
Dana McReed

BY: Duncan Riddle  
Duncan Riddle, Secretary

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

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared Kenneth Shepard, President and Duncan Riddle, Secretary of Forest Lakes Country Club Estates Condominium Association, Inc., who, being first duly sworn, advised that the signing of the foregoing instrument was of their own free will and for the purposes stated therein.

WITNESS my hand and official the day and year written above.

My Commission Expires:

Barbara J. Ambrose  
Notary Public  
BARBARA J. AMBROSE  
MY COMMISSION # CC 553992  
EXPIRES: August 6, 2000  
Bonded Thru Notary Public Underwriters

Prepared By: Forest Lakes Country Club Estates Condo. Assn., Inc.  
Return To: Management Concepts of Sarasota County, Inc.  
5550 Bee Ridge Road, Suite E-3  
Sarasota FL 34233

\* AMENDMENT OF DECLARATION \*  
\* OF \*  
\* CONDOMINIUM \*  
\*

235151

EE 550 PAGE 307

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, LEWIS HOMES REALTY, INC., a Florida corporation, did heretofore execute and record a Declaration of Condominium, in Official Record Book 516, at page 685 of the Public Records of Sarasota County, Florida, creating thereby that certain Condominium known as FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS; and

WHEREAS, it was provided in said Declaration of Condominium that the same may be Amended at any time during the first three (3) years from the date thereof by affirmative vote of fifty-one (51%) per cent of the Units, together with the written consent of LEWIS HOMES REALTY, INC., its successors or assigns; and

WHEREAS, the Owners, including LEWIS HOMES REALTY, INC., of more than fifty-one (51%) per cent of the Units desired to Amend said Declaration.

NOW, THEREFORE, said Declaration of Condominium recorded in Official Record Book 516, at page 685 of the Public Records of Sarasota County, Florida, known as FOREST LAKES COUNTRY CLUB ESTATES CONDOMINIUM APARTMENTS, be and is hereby amended by adding thereto the following paragraph, to-wit:

17.

The Developer, LEWIS HOMES REALTY, INC., or its successors or assigns, shall have the right to construct on those portions of the common elements presently used for parking and lying North of the Gateway House and The Fairway, and South of The Estate House and The Greenview, individual carports which may be assigned for the

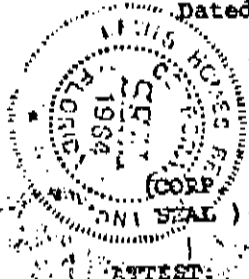
permanent use of the Unit purchasing the same, provided, however, that there shall be left available at all times at least one (1) single car parking space or carport per Unit and further that all carports shall remain of like appearance and design.

IN WITNESS WHEREOF, the undersigned Owners of the designated Units have hereunto set their hands and seals, the day and year respectively indicated.

<u>APARTMENT HOUSE NAME</u>	<u>UNIT NO.</u>	<u>NAME OF OWNER</u>
THE ESTATE HOUSE	1, 2, 3, 5, 7 and 8.	LEWIS HOMES REALTY, INC. 91 E. Shamrock Blvd. Venice, Florida
THE FAIRWAY HOUSE	2, 3, 4, 7, 8 and 9	LEWIS HOMES REALTY, INC. 91 E. Shamrock Blvd. Venice, Florida
THE GREENVIEW HOUSE	1, 2, 3, 4, 6, 7, 8 and 9.	LEWIS HOMES REALTY, INC. 91 E. Shamrock Blvd. Venice, Florida
THE GATEWAY HOUSE	1, 2, 3, 4, 6, 7 and 8.	LEWIS HOMES REALTY, INC. 91 E. Shamrock Blvd. Venice, Florida
THE ESTATE HOUSE	4	ROSE HANDLER 2505 Beneva Rd. Sarasota, Florida
THE ESTATE HOUSE	6	MISS BERNICE BISH 2505 Beneva Rd. Sarasota, Florida
THE FAIRWAY HOUSE	6	HAROLD I. STECHER and wife VIVIAN STECHER 2503 Beneva Rd. Sarasota, Florida
THE FAIRWAY HOUSE	10	HELEN W. DEVENNEY, a widow 2503 Beneva Rd. Sarasota, Florida
THE FAIRWAY HOUSE	1	ELLEN B. RALSTON, a widow 2503 Beneva Rd. Sarasota, Florida

APARTMENT HOUSE NAME	UNIT NO.	NAME OF OWNER
THE FAIRWAY HOUSE	5	CAROLL E. LOCKWOOD and MARY S. LOCKWOOD 2503 Beneva Rd. Sarasota, Florida
THE GREENVIEW HOUSE	10	ABRAHAM RICHTER & ANNE RICHTER 2507 Beneva Rd. (H/W) Sarasota, Florida
THE GATEWAY HOUSE	5	NELLIE N. MILNE 2501 Beneva Rd. Sarasota, Florida
THE GREENVIEW HOUSE	5	RAY E. HOLLANDSWORTH and wife ROSEMARY HOLLANDSWORTH 2507 Beneva Rd. Sarasota, Florida

Dated this 18 day of October, 1965.



LEWIS HOMES REALTY, INC.

By: Alvin Spelar  
President

"Owner"

ATTEST:  
Emily J. Abel  
Secretary

Dated this 18 day of October, 1965.

WITNESSES:

Carl C. Fisher  
Pat Shannon  
As to Rose Handler

Rose Handler  
ROSE HANDLER  
"Owner"

Dated this 18 day of October, 1965.

WITNESSES:

Carl C. Fisher  
Pat Shannon  
As to (Miss) Bernice Bish

Bernice Bish  
(Miss) BERNICE BISH  
"Owner"



Dated this 18 day of October, 1965.

WITNESSES:

Carl C. Fisher

Harold I. Stecher  
HAROLD I. STECHER

Pat Shannon  
As to Harold I. Stecher and  
Vivian W. Stecher

Vivian W. Stecher  
VIVIAN W. STECHER  
"Owner"

Dated this 18 day of October, 1965.

WITNESSES:

Carl C. Fisher  
Pat Shannon  
As to Helen W. Devenney

Helen W. Devenney  
HELEN W. DEVENNEY  
"Owner"

Dated this 18 day of October, 1965.

WITNESSES:

Carl C. Fisher  
Pat Shannon  
As to Ellen B. Ralston

Ellen B. Ralston  
ELLEN B. RALSTON  
"Owner"

Dated this 24 day of October, 1965.

WITNESSES:

Ray E. Lockwood  
Pat Shannon  
As to Carol E. Lockwood  
and Mary S. Lockwood

Carol E. Lockwood  
CAROL E. LOCKWOOD  
Mary S. Lockwood  
MARY S. LOCKWOOD  
"Owner"

Dated this 18 day of October, 1965.

WITNESSES:

<u>Care C Fisher</u>	<u>Abraham Richter</u> Abraham Richter
<u>Pat Shannon</u> As to Abraham Richter and Anne Richter	<u>Anne Richter</u> Anne Richter "OWNER"

Dated this 19 day of October, 1965.

WITNESSES:

<u>Care C Fisher</u>	<u>Nellie N. Milne</u> Nellie N. Milne
<u>Pat Shannon</u> As to Nellie N. Milne	"OWNER"

Dated this 19 day of October, 1965.

WITNESSES:

<u>Care C Fisher</u>	<u>Ray E. Hollandsworth</u> Ray E. Hollandsworth
<u>Pat Shannon</u> As to Ray E. Hollandsworth and Rosemary Hollandsworth	<u>Rosemary Hollandsworth</u> Rosemary Hollandsworth "OWNER"

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SARASOTA,  
Sarasota, Florida, Mortgagee above referred to, does hereby  
consent to the making and filing of the foregoing AMENDMENT  
OF DECLARATION OF CONDOMINIUM, this 29<sup>th</sup> day of October,



FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
OF SARASOTA

By: Alida Mack  
Vice President

ATTESTED:

Laurence A. ...  
ASSISTANT Secretary

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

RE 550 PAGE 912

I HEREBY CERTIFY that on this 29th day of  
October, 1965, before me, an officer duly  
authorized to take oaths and acknowledgments in the State  
of Florida, personally appeared RODA MARNE  
and \_\_\_\_\_, the Vice President  
and FERENCE G. VAN SYDOW  
and ASSISTANT Secretary, respectively, of FIRST FEDERAL  
SAVINGS AND LOAN ASSOCIATION OF SARASOTA, to me well known  
to be the persons described in and who executed the foregoing  
Amendment of Declaration of Condominium, and severally ack-  
nowledged the execution thereof to be their free act and deed  
as such officers, for the uses and purposes therein mentioned,  
and they affixed thereto the Official Seal of said corporation,  
and the said instrument is the deed and act of the Corporation.

WITNESS MY HAND and official seal at Sarasota, Florida,  
in the County and State aforesaid, this 29th day of  
October, 1965.

W. M. Ronaldale, Jr.  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR. 27, 1968  
BONDED THROUGH FRED M. DILLISBORST



STATE OF FLORIDA )  
COUNTY OF SARASOTA )

ME 550 PAGE 913

I HEREBY CERTIFY that on this 28<sup>th</sup> day of October, 1965, before me, an officer duly authorized to take oaths and acknowledgments in the State of Florida, personally appeared ALICE SKLAR and HARVEY J. ABEL, the President and Secretary, respectively, of LEWIS HOMES REALTY, INC., to me well known to be the persons described in and who executed the foregoing Amendment of Declaration of Condominium, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and they affixed thereto the official seal of said Corporation, and the said instrument is the deed and act of the Corporation.

WITNESS my hand and official seal at Sarasota, Florida, in the County and State aforesaid, this 28<sup>th</sup> day of October, 1965.



Michael A. Shannon  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES JULY 8, 1968  
BONDED THROUGH FRED W. DISTENFELD



STATE OF Florida  
COUNTY OF Sarasota

550 PAGE 914

I HEREBY CERTIFY that on this day, before me, a Notary Public,  
duly authorized in the State and County named above, to administer  
oaths and take acknowledgment, personally appeared:

ROSE HANDLER

to me known to be the person described in and who executed the  
foregoing Amendment of Declaration of Condominium, and she  
acknowledged before me that she executed the same freely and  
voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State  
last aforesaid, this 18 day of October  
1965.



Michael A. Caper  
Notary Public

(S e a l)

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires April 18, 1968  
Issued by American Society Co. of N.Y.

STATE OF

Florida

ME 550 PAGE 915

COUNTY OF

Sarasota

I HEREBY CERTIFY that on this day, before me, a Notary Public,  
duly authorized in the State and County named above, to administer  
oaths and take acknowledgments, personally appeared:

BERNICE BISH

to me known to be the person described in and who executed the  
foregoing Amendment of Declaration of Condominium, and she  
acknowledged before me that she executed the same freely and  
voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State  
last aforesaid, this 18 day of October  
1965.

Michael A. Cape  
Notary Public

(Seal)

My Commission Expires:

Notary Public, State of Florida at Large  
My Comm. Ex. Expires April 12, 1966  
Bonded by American Surety Co. of N.Y.



STATE OF Florida  
COUNTY OF Sarasota

550 PAGE 918

I HEREBY CERTIFY that on this day, before me, a Notary Public,  
duly authorized in the State and County named above, to administer  
oaths and take acknowledgments, personally appeared:

HAROLD I. STECHER and VIVIAN W. STECHER, husband and wife,  
to me known to be the persons described in and who executed the  
foregoing Amendment of Declaration of Condominium, and they  
acknowledged before me that they executed the same freely and  
voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State  
last aforesaid, this 10 day of October  
1965.

Michael A. Cappel  
Notary Public

My Commission Expires:

Notary Public, State of Florida of Large  
My Commission Expires April 13, 1967.  
Bonded by American Surety Co. of N. Y.



STATE OF Florida  
COUNTY OF Sarasota

RE 550 PAGE 917

I HEREBY CERTIFY that on this day, before me, a Notary Public,  
duly authorized in the State and County named above, to administer  
oaths and take acknowledgments, personally appeared:

HELEN W. DEVENNEY

to me known to be the person described in and who executed the  
foregoing Amendment of Declaration of Condominium, and she  
acknowledged before me that she executed the same freely and  
voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State  
last aforesaid, this 18 day of October  
1965.

Michael A. Caspe  
Notary Public

(Seal)

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires April 13, 1968  
Bonded by American Surety Company





STATE OF Florida  
COUNTY OF Sarasota

HI 550 na 018

I HEREBY CERTIFY that on this day, before me, a Notary Public,  
duly authorized in the State and County named above, to administer  
oaths and take acknowledgments, personally appeared:

ELLEN B. RALSTON

to me known to be the person described in and who executed the  
foregoing Amendment of Declaration of Condominium, and she  
acknowledged before me that she executed the same freely and  
voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State  
last aforesaid, this 18 day of October  
1965.

Michael A. Gage  
Notary Public

(S e a l)

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires April 13, 1968  
Bought by American Supply Co., Inc.



STATE OF Florida  
COUNTY OF Sarasota

ME 550 PAGE 919

I HEREBY CERTIFY that on this day, before me, a Notary Public,  
duly authorized in the State and County named above, to administer  
oaths and take acknowledgments, personally appeared:

CAROLL E. LOCKWOOD and MARY S. LOCKWOOD

to me known to be the persons described in and who executed the  
foregoing Amendment of Declaration of Condominium, and they  
acknowledged before me that they executed the same freely and  
voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State  
last aforesaid, this 24 day of October  
1965.

Michael A. Cappe  
Notary Public

(Seal)

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires April 16, 1966  
Bonded by American Surety Co. of N.Y.



STATE OF Florida  
COUNTY OF Sarasota

BL 550 PAGE 920

I HEREBY CERTIFY that on this day, before me, a Notary Public,  
duly authorized in the State and County named above, to administer  
oaths and take acknowledgments, personally appeared:

ABRAHAM RICHTER and ANNE RICHTER, husband and wife,

to me known to be the persons described in and who executed the  
foregoing Amendment of Declaration of Condominium, and they  
acknowledged before me that they executed the same freely and  
voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State  
last aforesaid, this 18 day of October  
1965.

Michael A. Cape  
Notary Public

(Seal)

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires April 16, 1968  
Elected by the American Bar Association



STATE OF Florida  
COUNTY OF Sarasota

HI 550 PAGE 921

I HEREBY CERTIFY that on this day, before me, a Notary Public,  
duly authorized in the State and County named above, to administer  
oaths and take acknowledgments, personally appeared:

NELLIE N. MILNE

to me known to be the person described in and who executed the  
foregoing Amendment of Declaration of Condominium, and she  
acknowledged before me that she executed the same freely and  
voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State  
last aforesaid, this 19 day of October  
1965.

Michael H. Cope  
Notary Public

(Seal)

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires April 15, 1968  
Notary Public, State of Florida



STATE OF Florida  
COUNTY OF Sarasota

RE 550 PAGE 922

I HEREBY CERTIFY that on this day, before me, a Notary Public,  
duly authorized in the State and County named above, to administer  
oaths and take acknowledgments, personally appeared:

RAY E. HOLLANDSWORTH and ROSEMARY HOLLANDSWORTH

to me known to be the persons described in and who executed the  
foregoing Amendment of Declaration of Condominium, and they  
acknowledged before me that they executed the same freely and  
voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State  
last aforesaid, this 19 day of October  
1965.

Michael A. Gipe  
Notary Public

(Seal)

My Commission Expires:

Notary Public, State of Florida et Cetera  
My Commission Expires April 18, 1968  
Sarasota County, Florida



Oct 29 4 00 PM '65

FILED AND RECORDED  
ROBERT W. ZIM, CLERK  
SARASOTA CO., FLA.

235151

Section 7. Number of Voting. The act of a majority of the Directors present at a meeting at a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

Section 8. Vacancies. Any vacancy occurring in the Board of Directors and any Directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 9. Compensation. Directors shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE V.  
OFFICERS

Section 1. Officers. The officers of the corporation shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries, and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person except the offices of President and Secretary.

Section 2. Election and Term of Office. The present officers of the corporation or their successors as elected by the

Board of Directors of the corporation in the event of resignation or disability, shall serve until the next annual meeting of the Board of Directors of the corporation. Thereafter, the officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws