AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

** OFFICIAL RECORDS ** BOOK 2743 PAGE 148

STRATHMORE VILLA SOUTH CONDOMINIUM

I AUTHORITY

This is the third amended and restated Declaration of Condominium for Strathmore Villa South Condominium as approved by a majority of all members of the Association at a meeting duly held on the 20th day of December, 1994, pursuant to Article VIII of the original Declaration of Condominium as recorded in Official Records Book 698, Page 468, et. seq. and as amended in Official Records Book 1819, Page 2392 and in Official Records Book 732, Page 234, et. seq., and as amended in Official Records Book 1819, Page 2401 and in Official Records Book 761, Page 118, et. seq. and as amended in Official Records Book 1819, Page 2410 of the Public Records of Sarasota County, Florida.

II LEGAL DESCRIPTION

The legal description of Strathmore Villa South Condominium is that of the following land, situate in Sarasota County, Florida:

Begin at the N.E. corner of Section 3, Twp. 37 S., Rge. 18 E., thence N. 89° 55'00" along the North line of said Section 3, 990.38'; thence S. 00° 04' 12" W. 50.00' to the intersection with the South R/W of Bee Ridge Road for a P.O.B.; thence continue S. 00° 04' 12" W., 648.89'; thence N. 89° 55' 48" W., 358.98' to the intersection with the East line of Spring Lake Subdivision, as recorded in Plat Book 9, Page 40, Public Records of Sarasota County, Florida; thence N. 00° 01' 20" E., along the East line of said subdivision, 423.97'; thence S. 89 55' 00" E., parallel to the South R/W of said Bee Ridge Road and 225.00' therefrom 309.33'; thence N. 00° 04' 12" E., 225.00' to the intersection with said South R/W; thence S. 89° 55' 00" E. along said South R/W, 50.00' to the P.O.B., being and lying in Section 3, Twp. 37 S., Rge. 18 E., Sarasota County, Florida.

Begin at the N.E. corner of Section 3, Twp. 37 S., Rge. 18 E., thence N. 89° 55' 00" W. along the North line of Said Section 3, 990.38'; thence S. 99° 04' 12" W., 698.89' for a P.O.B.; thence continue S. 00° 04' 12" W., 93.63', thence S. 89° 55' 48" E., 150.00'; thence N. 00' 04' 12" E., 132.67' thence S. 89' 55' 48" E., 150.00'; thence N. 00" 04' 12" E., 132.67' thence S. 89' 55' 48" E., 165.00' to the intersection of said line and the East line of Lot \$3, Block 1, Section 3, Twp. 37S., Rge. 18 E., BEE RIDGE FARMS Subdivision, as recorded in Plat Book "A", Page 40, Public Records of Sarasota County, Florida; thence S. 00° 07' 10" W., along the East line of said lot \$3, 659.76' to the S.E. corner

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Dougles Shepherd -1 2055 wood St Suite 202 Savasata FL 34237 thereof, thence N. 89° 56' 36" W., along the South line of said Lot #3, 364.43'; thence N. 00° 04' 12" E. 620.74'; thence S. 89° 55' 48" E., 50.00' to the P.O.B., being and lying in Section 3, Twp. 37 S., Rge 18 E., Sarasota County, Florida.

Begin at the N.E. corner of Section 3, Twp. 37 S., Rge. 18 E., thence N. 89° 55' 00" W. along the North line of said Section 3, 1040.38'; thence S. 00° 04' 12" W. 698.90' for P.O.B.; thence continue S. 00° 04' 12" W., 620.74' to the intersection of said line and the South line of Lot 3, Block 1, Section 3, Twp. 37 S., Rge. 18 E., BEE RIDGE FARMS Subdivision, as recorded in Plat Book "A", Page 40, Public Records of Sarasota County, Florida; thence N. 89° 56' 36" W. Along the South line of said Lot 3, 308.46' to the S.W. corner thereof, said point also being the S.E. corner of SPRING LAKE Subdivision, as recorded in Plat Book 9, Page 40, Public Records of Sarasota County, Florida; thence N. 00° 01' 20" E., along the East line of said SPRING LAKE Subdivision, 620.88', thence S. 89° 55' 48" E., 308.98' to the P.O.B., being and lying in Section 3, Twp. 37 S., Rge. 18 E., Sarasota County, Florida.

III EASEMENTS

A. There is a perpetual easement reserved by the condominium developer, Strathmore Realty Corporation, for pedestrian and vehicular ingress and egress, over the following described parcel:

Begin at the N.E. corner of Section 3, Twp. 37 S., Rge. 18 E., Thence N. 89 55'00" W. along the North line of said Section 3, 990.38 ft; thence S. 00 04'12" W., 50.00 ft. to the intersection with the South R/W of Bee Ridge Road for a P.O.B.; thence continue S. 00 04'12" W., 648.90 ft., thence N. 89 55'00" W., 50.00 ft., thence N. 00 04'12" E., 648.90 ft. to the intersection with said South R/W; thence S. 89 55'00" E. along said South R/W, 50.00 ft. to the P.O.B., being and lying in Section 3, Twp. 37 S., Rge. 18 E., Sarasota County, Florida.

Begin at the N.E. Corner of Section 3, Twp. 37 S., Rge. 18 E., Thence N. 89 55' 00" W. along the North line of said Section 3, 990.38 ft.; thence S. 00 04' 12" W., 698.89' for a P.O.B., thence continue S. 00 04' 12" W., 620.79'; thence N. 89 56' 36" W., 50.00', thence N. 00 04' 12" E., 620.75'; thence S. 89 55' 48" E., 50.00' to the P.O.B., being and lying in Section 3., Twp. 37 S., Rge. 18 E., Sarasota County, Florida.

Begin at the N.E. corner of Section 3, Twp. 37 S., Rge. 18 E.; thence N. 89 55' 00" W., along the North line of said Section 3, 990.38'; thence S. 00 04' 12" W., 698.89' for a P.O.B.; thence continue S. 00 04' 12" W., 620.79'; thence N. 89 56' 36" W., 50.00'; thence N. 00 04' 12" E., 620.74'; thence S. 89 55' 48" E., 50.00' to the P.O.B., being and lying in Section 3, Twp. 37 S., Rge. 18 E., Sarasota County, Florida.

The easement is for the benefit of lands located adjacent to the boundaries of the easement, which were owned, at the time the original Declaration of this Condominium was recorded, by Strathmore Realty Corporation, or owned thereafter by the successors or assigns of said corporation. As such, the easement is for the benefit of the unit owners of Strathmore Villa South Condominium.

B. The common elements of this Condominium are also subject to easements for the installation and maintenance of public utility lines, equipment and services along, under or over roads, streets and walkways, installed or provided in or on said common elements for public travel.

IV GRAPHIC DESCRIPTIONS

The survey and plat plan of this Condominium, and graphic description of Units, are as recorded as Exhibits to the original Declaration of Condominium as referenced in Article I above. The boundaries between Units and common elements are as indicated herein.

V UNITS

The Condominium Units shall be known as Units 1 through 96, inclusive.

VI COMMON ELEMENTS

There shall be appurtenant to each of the Units an equal ownership of the common elements. The common elements of the Condominium appurtenant to each of the Units shall include the following items:

- (a) The property described in Article II above, except for the Units.
- (b) All parts of the improvements on the land described in subparagraph (a) above, except for Units.
- (c) Easements, as may be necessary, through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other Units or common elements.
- (d) 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.
- (e) The property and installations in connection therewith acquired for the furnishing of services to more than one Unit or to the common elements.

VII LIMITED COMMON ELEMENTS

Whenever there is located a carport or outside storage building near a Unit, that carport of building is a limited common element appurtenant to the Unit the entrance of which is located nearest to it, and is subject to an exclusive use right by the owner of that Unit until such time as the Association described in Article IX below determines otherwise.

VIII COMMON EXPENSES

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

IX ASSOCIATION

The Association which will operate the Condominium shall be that certain Corporation Not For Profit, heretofore organized under the laws of the State of Florida, and known as STRATHMORE VILLA SOUTH ASSOCIATION, INC. (hereinafter "the Association"), of which Association each Unit owner shall 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.

X VOTING RIGHTS

Each of the Units shall be entitled to one vote at meetings of the Association, said vote to be exercised as provided in the Association By-Laws.

X1 MAINTENANCE

- A. The Association shall maintain, repair and replace as necessary all common elements, limited common elements and Association property. The Association shall also maintain, paint, repair, and replace as necessary the exterior walls of each Unit. Exterior entrance doors of each Unit shall be painted by the Association, however, the owner of the Unit is responsible for the replacement of these doors as necessary.
- B. The owner of each Unit shall clean, maintain, repair and replace as necessary the Unit roof or any portion thereof. The owner of the Unit shall also maintain, repair and replace as necessary all other portions of the Unit not within the Association's responsibility, including but not limited to windows, floors, ceilings, porches, interior walls and doors, electric and plumbing systems, fixtures and equipment, screens, air conditioning/heat unit, built-in cabinets and hurricane shutters. If a Unit owner fails to perform

any obligation hereunder, and such failure continues for thirty (30) days after notice is sent to the Unit Owner by the Association, the Association may assume the obligation of the Unit Owner and charge the Unit Owner any expenses incurred.

- C. In the event of destruction or substantial destruction of a Unit, the Owner of said Unit shall repair or rebuild the same and shall commence and diligently pursue the repairing and rebuilding of such Unit within sixty (60) days from the date of destruction. In the event the Owner of said Unit fails to timely commence or pursue such repair and rebuilding, the Association shall have the right to do so in the name and place of the Owner, and to charge the defaulting Owner with the cost of such rebuilding.
- D. Notwithstanding any other provision of this Article, the Association may from time to time assume responsibility for the repair or replacement of a Unit or any portion thereof in the event of casualty, and shall apply any insurance proceeds provided to the Association because of that casualty to the expense thereof, and shall charge the Owner of the Unit for any expense not met by insurance proceeds.
- E. Any charge by the Association to a Unit Owner under Section B, C or D of this Article shall be paid by the Unit Owner within thirty (30) days from the date of notice thereof by the Association, If not so paid, the charge shall bear interest from the due date at the highest rate allowed by law. The Association may file a lien against the Unit and foreclosure such lien as provided by law or pursue collection by appropriate legal action and in such event shall be entitled to recover all costs incurred and a reasonable attorney's fee.
- F. Notwithstanding anything to the contrary contained herein, the Association, and not the Unit Owners, shall be responsible for the maintenance, repair and replacement of conduit or pipe running from the water meter to the Unit which is served by that meter.

XII ADDITIONS, ALTERATIONS AND IMPROVEMENTS

A. The Association may add to, alter or improve the common elements or Association property, provided that if the initial expense thereof will exceed Two Thousand Five Hundred Dollars, (\$2,500.00), the Association shall first obtain the approval of the Owners of a majority of the voting interests in the Condominium in which the common elements are located. The approval may be obtained either in writing or at an Association meeting. No Unit Owner approval shall be required for any expense for maintenance, repair, replacement, preventative maintenance or compliance with an order by a governmental agency.

B. A Unit Owner may add to, alter or improve the common elements of the exterior or exterior appearance of the Unit or make any structural alteration within the Unit only after obtaining written approval from the Association Board of Directors, which approval may be withheld for any reason and only in strict accordance with any plans and specifications the Board may approve or impose.

XIII ASSOCIATION SERVICES

In addition to the maintenance, repair and replacement to be provided by the Association pursuant to Article XII above, the Association shall provide cable television service. The Association shall also continue to provide and operate the clubhouse, swimping pool, spa, shuffleboard courts and laundry facilities and shall undertake such activities and projects as may be designed to unite its members in companionship and to continue enjoyable living conditions in STRATHMORE VILLA SOUTH CONDOMINIUM.

XIV RESTRICTIONS

- A. The following restrictions shall apply to and bind each Unit Owner, as well as any tenant, guest or other occupant of a Unit:
- (a) Each Unit is to be used only as a single family residence and for no other purpose, including but not limited to any business or trade. "Single family" means an individual, persons all of whom are related to each other by blood, marriage or legal adoption; or not more than two persons who are not so related, provided that they live together as a single housekeeping unit. No two-bedroom Unit may be permanently occupied by more than four (4) persons and no one-bedroom Unit may be permanently occupied by more than two (2) persons. For purposes hereof, "permanent occupancy" shall mean occupancy in excess of fourteen (14) continuous days, or more than thirty (30) days in any calendar year.
- (b) No Unit Owner or occupant shall permit, suffer or maintain in the Unit or the common elements any loud noise or obnoxious odor or offensive household pet, in the judgment of the Association Board of Directors.
- (c) Each Unit Owner and occupant shall keep and obey all laws, ordinances, regulations, requirements, and rules of all governmental bodies, divisions or subdivisions, insofar as the same pertain to the control or use of such Unit.
- (d) No Condominium parcel or Unit shall be subdivided or severed from the realty. No Unit shall be the subject of a partition action in any Court of the State of Florida, and all Unit Owners by their acceptance of conveyance of such Unit, waive any right to maintain or bring such action.

- (e) No clothes, rugs, drapes, spreads or household articles of goods or any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.
- (f) 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.
- (g) No Unit may be sold or leased, except by any institutional lender holding title by reason of foreclosure or deed in lieu of foreclosure, without the Unit Owner first procuring the consent thereto of the Association Board of Directors, 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. Further, no Unit shall be placed on the market for sale or lease without prior notice to the Association.
- (h) Any corporation, partnership or other entity which is not a natural person, or any group of more than two persons who are not related to each other by blood, marriage or legal adoption, who in either instance own a Unit, shall notify the Association in writing of the name of a "designated occupant" for the Unit, which may be changed not more frequently than once each calendar year. The loan of a Unit is the permission or sufferance by its Owner or occupancy of the Unit, in the absence of an Owner of the Unit, or designated occupant where applicable, without payment of rent or other material consideration. However, the permission or sufferance of occupancy by a spouse of an Owner of the Unit, or the spouse of the designated occupant where applicable, is not a loan. No Unit may be loaned without prior notice to the Association of the names of the proposed Unit occupants and such other information as the Association may reasonably require. The Association may require a notarized statement from the Unit Owner or the Unit occupant or both as to whether rent or other material consideration is paid or to be paid for the Unit occupancy.
- (i) No Unit may be leased for a term of less than one (1) year. No Unit may be loaned for a term of less than thirty (30) days.
- (j) A Unit may be leased or inhabited by any person or persons provided that at least one person occupying the Unit has attained the age of 55 years or older. No one under eighteen (18) years of age can occupy a unit. It is the intent of the Association to comply with Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 USC 3600 etc., and Sections 760.20 760.31, Florida Statutes as amended from time to time.
- B. In addition to the foregoing restrictions, each Owner, tenant and occupant of a Unit shall comply with all rules governing the use of Units, common elements and Association property, promulgated by the Association Board of Directors. All such rules shall not be in conflict with any provisions of this Declaration and shall be in the reasonable furtherance of the health, safety, happiness or peace of mind of the Unit Owners and occupants.

XV INSURANCE

The Association shall maintain with an insurance carrier, duly qualified and registered in the State of Florida, fire and extended coverage insurance on the common elements, Association property and each Unit, in an amount representing the full insurable value thereof. The respective Unit Owners and institutional mortgagees shall be named as loss payees as their interests may appear. In the event of damage covered by such insurance, the proceeds of any such insurance shall be obligated in accordance with Article XI of this Declaration and all other provisions of this Declarations. Each Unit Owner shall be obligated to perform whatever acts are necessary in order to accomplish the purpose of the foregoing provisions. The Association shall also maintain liability insurance for protection of the Association and such other insurance as it may consider appropriate. a copy of each Association insurance policy shall be made available for inspection by the Unit Owner at a reasonable time upon request to the Board of Directors.

XVI ASSESSMENT COLLECTIONS

The annual assessment shall be payable in equal installments on the first day of each month. Any special assessment shall be due thirty (30) days after the mailing of the notice of assessment. Any monthly installment of the annual assessment and any special assessment not received by the Association within ten (10) days from the date such payment was due shall be subject to an administrative late fee in an amount equal to the greater of \$25.00 or five percent (5%) of the delinquent payment. A Unit Owner shall be in default as to any payment more than thirty (30) days past due. In such event, interest shall accrue from the due date until paid, at the maximum rate allowed by law. The Association shall have all remedies provided by law for the collection of assessments, including the right to recover costs and reasonable attorney's fees.

XVII AMENDMENT

This Declaration may be amended at any time by a majority of voting interests of the Association, at any annual meeting or at any special meeting called in whole or in part for that purpose. Each amendment shall be recorded in the Public Records of Sarasota county, Florida, with an appropriate certificate attesting to its adoption.

XVIII TERMINATION

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

XIX COMPLIANCE AND DEFAULT

Each Unit Owner and every resident of the Condominium shall be subject to and shall comply with the terms and conditions of this Declaration and Exhibits hereto and all regulations from time to time adopted pursuant to said documents, and all amendments thereto. Failure of a Unit Owner or resident of the Condominium to comply with the terms of said documents or regulations shall entitle the Association and/or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act and by law.

- A. NEGLIGENCE: Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement of the Condominium Property, including units owned by other persons, or any property in which the Association owns an interest, rendered necessary by his willful action or negligence or by the willful action or negligence of any member of his family or his or their guests, employees, agents or lessees. Each Unit Owner shall pay to the Association the amount of any increase in its insurance premiums occasioned by the use, misuse, occupancy or abandonment of his unit or its appurtenance, or of the common elements of any property in which the Association owns an interest, by said Owner or any resident of the unit.
 - B. INJUNCTION: A suit may be brought to enjoin any violations.
 - C. DAMAGES: A suit may be brought for damages.
- D. ATTORNEY'S FEES: In any proceeding arising out of an alleged failure by a Unit Owner or resident of the Condominium to comply with the aforementioned documents or regulations, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees, including appellate proceedings.
- E. NO WAIVER: The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the aforementioned documents or regulations shall not constitute a waiver of the right to do so thereafter.

XX SEVERABILITY

Any portion of this Declaration or of the By-Laws or Articles of Incorporation of the Association which is determined invalid shall be deemed severed herefrom and the remaining provisions shall remain in full force and effect.

WITNESSES:	STRATHMORE VILLA SOUTH CONDOMINIUM ASSOCIATION, INC.
print None Bouglas C. Shepherd	BY: Henry & Howe President
Print Name Dayna K. Pressley	
Print Name Douglas C Shepherd	ATTEST: Precretary
Dayna T. Pressley	
STATE OF FLORIDA	Establish A
COUNTY OF SARASOTA	المواقع الله المواقع ا المواقع المواقع المواق
The foregoing instrument was acknow	ledged before me this 15th day of
	/ L. Howe , President
andJeffrey P. Koehn,	
CONDOMINIUM ASSOCIATION, INC. who are	
produced	
	0
	Notary Public
	3
	Joan C. Neely Print Name
My Commission Expires:	
JCAN C. NEELY My Comm Exp. 7/21/96 Bonded By Service Ins Ho. CC208469	

This instrument prepared by and return to Chad M McClenathen, Esq 1820 Ringling Boulevard Sarasota, FL 34236

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2002131767 3 PGS
2002 AUG 13 03:15 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
KRICE Receipt#204614

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF STRATHMORE VILLA SOUTH CONDOMINIUM
AND TO THE BYLAWS
OF STRATHMORE VILLA SOUTH ASSOCIATION, INC



The undersigned officers of Strathmore Villa South Association, Inc., the corporation in charge of the operation and control of Strathmore Villa South Condominium according to the Declaration of Condominium thereof as recorded in Official Records Book 698, Page 468, et seq , as amended and restated in Official Records Book 2743, Page 148 et seq Public Records of Sarasota County, Florida hereby certify that the following amendments to the Declaration of Condominium were proposed and approved by vote of the Board of Directors and approved by vote of not less than a majority of the voting interests of the entire membership of the Association at a membership held on July 29, 2002. The amendment to the Bylaws, which Bylaws were recorded in Official Records Book 2743, Page 161, et seq of the Public Records of Sarasota County, Florida, was proposed and approved by the Board of Directors, and by not less than a majority of the voting interests of the membership of the Association present in person or by proxy at a membership held on July 29, 2002. The undersigned further certify that the amendments were proposed and approved in accordance with the condominium documentation and applicable law.

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by

DECLARATION OF CONDOMINIUM

XI MAINTENANCE

F Notwithstanding anything to the contrary contained herein, the Association, and not the Unit Owners, shall be responsible for the maintenance, repair, and replacement of conduit and pipe, and any appurtenances attached thereto, running from the water meter to the exterior of the wall of the Unit which is served by that meter The Unit Owner shall be responsible for the maintenance, repair, and replacement of all water lines inside the villa

The Unit Owner is responsible for the maintenance, repair, and replacement of all sewer lines within the Unit and outside the Unit up to and including the "clean-out" connection on the auxiliary line connecting with the main sewer lines

XIII ASSOCIATION SERVICES

In addition to the maintenance, repair, and replacement to be provided by the Association pursuant to Article XII above, the Association shall provide cable television service. The Association shall also continue to provide and operate the clubhouse, swimming pool, spa, shuffleboard courts, and laundry facilities and shall undertake such activities and projects as may be designed to unite its members in companionship and to continue enjoyable living conditions in STRATHMORE VILLA SOUTH CONDOMINIUM. The Association may charge and collect reasonable fees from a unit owner for the reservation of the clubhouse for the private use of the unit owner, and a reasonable number of guests,

and may also charge and collect a reasonable security deposit from the unit owner, which shall be refunded if no damage occurred. No other persons, including tenants, shall be permitted to reserve the clubhouse for private, charitable, business, or other purposes.

XIV RESTRICTIONS

A The following restrictions shall apply to and bind each Unit Owner, as well as any tenant, guest or other occupant of a Unit

(k) No more than five units in the Condominium may be available for rental, which term as used herein shall include any form of lease or rental, at the same time. The Association shall maintain a list of units available for rent (Rental List). No more than five units may be included on the Rental List at any one time. No owner of the unit may rent his or her unit unless the unit is on the Rental List. Units may only be added to the Rental List upon written approval of the Board of Directors, which approval shall be based upon compliance with restrictions applicable to all rental units, and whether there is room on the Rental List for another unit. The approval shall be on a first-come, first serve, basis. Units may remain on the Rental List if continuously available for rental. A unit shall be automatically removed from the Rental List upon a transfer of title to the unit, provided however, transfers to a spouse, or to children of the owner or the owner's spouse, or to a trust, the beneficiaries of which are the owner or family members as defined above, shall not result in the removal of the unit from the Rental List. The Board of Directors is hereby authorized to promulgate rules and regulations to adopt procedures, forms, and policies to implement this rental restriction, including, but not limited to, the establishment of a waiting list to allow unit owners to apply for inclusion on the Rental List.

(I) Effective from the date of adoption of this amendment, no person shall purchase a Unit for the purpose of leasing the Unit to others as a regular practice for business, investment, and similar purposes. Further, no person may singularly or jointly acquire title to more than one Unit at the same time.

BYLAWS

ARTICLE X ASSESSMENTS

With the approval of a majority of all Association members at a duly called Association meeting, the Board of Directors may determine from time to time the assessments to be paid by the members. Said assessments shall be levied in an amount and manner so as to provide the Association with sufficient funds to meet the obligations of the Association and furnish the facilities anglervices to the units at Strathmore Villa South Condominium which the Association is obligated to furnish, all on a non-profit basis. Assessments shall be made against the unit not less frequently than quarterly in the discretion of the Board of Directors.

The annual assessment shall be payable in equal installments on the first day of each month Any special assessment shall be due thirty (30) days after the mailing of the notice of assessment. Any monthly installment of the annual assessment and any special assessment not received by the Association within ten (10) days from the date such payment was due shall be subject to an administrative late fee in an amount equal to the greater of \$25,00 or five percent (5%) of the delinquent

BYUN

payment A Unit Owner shall be in default as to any payment more than thirty (30) days past due. In such event, interest shall accrue from the date due until paid, at the maximum rate allowed by law. The Association shall have all the remedies provided by law for the collection of assessments, including the right to file and foreclose a lien on the unit for unpaid assessments, interest, late fees, costs, and attorney fees, as provided in Section 718.116, Florida Statutes, and the right to recover costs and reasonable attorney fees in any collection or foreclosure proceeding.

IN WITNESS WHEREOF, Strathmore Villa South Association, Inc. has caused this Certificate to be executed in its name this $\frac{7^{4n}}{n}$ day of August, 2002

amh	Strathmore Villa South Association, Inc.,
Witness Signature 5 ANDERS	4
Printed Name Cuyallos IL	- By Dorotho & Chartler
Witness Signature H Kouse	President
Printed Name	ATTEST Mayor B. Smith, Secretary
STATE OF FLORIDA COUNTY OF SARASOTA	
The foregoing instrument was acknowledged	before me this 7th day of August, 2002, by DORSTHY R. , as President, and by Marjonic BSa, the as
Secretary, of Strathmore Villa South Associ	ation, Inc., a Florida corporation, on behalf of the corporation duced FLVC C534-196-35-796-0 753 8/16/67 as Exp 8/16/10
They are personally known to me or have pro	duced FLVC C534-196-35-796-0 +35 8/16/97 as EN 8/16/19
identification if no type of identification is indic	cated, the above-named persons are personally known to me
(dia	J BRYSON SANDERS
# · ·	MY COMMISSION - Wolary Fublic - State of
**************************************	EXPIRES Sept 20 2005
Simple	Notary Print Name

My Commission Expires

RECORDED IN OFFICIAL RECORDS INSTRUMENT # 2006220659 2 PGS 2006 DEC 19 10:38 AM KAREN E. RUSHING CLERK OF THE CIRCUIT COURT

AMENDMENT

DECLARATION OF CONDOMINIUM SARASOTA COUNTY, FLORIDA CRETHEL RECEIPt#863693

[Additions are indicated by underline; deletions by strike through]

EXPLANATION: This is to clarify and refine the unit occupancy restrictions.

XIV RESTRICTIONS



- A. The following restrictions shall apply to and bind each Unit Owner, as well as any tenant, guest or other occupant of a Unit:
- (h) Any corporation, partnership or other entity which is not a natural person, or any group of more that two persons who are not related to each other by blood, marriage or legal adoption, who in either instance own a Unit, shall notify the Association in writing of the name of a "designated occupant" for the Unit, which may be changed not more frequently than once each calendar year. The loan of a Unit is the permission or sufferance by its Owner or occupancy of the Unit, in the absence of an Owner of the Unit, or designated occupant where applicable, without payment of rent or other material consideration. However, the permission or sufferance of occupancy by a spouse of an Owner of the Unit, or a spouse of the designated occupant where applicable, is not a loan. No unit may be loaned without prior notice to the Association of the names of the proposed Unit occupants and such other information as the Association may reasonably require. The Association may required a notarized statement from the Unit Owner or the Unit Occupant or both as to whether rent or other material consideration is to be paid for Unit occupancy.
- (i) No Unit may be leased for a term of less than one (1) year. No Unit may be loaned for a term of less than thirty (30) days.
- (j) No Unit may be occupied overnight in the absence of any person 55 years of age or older. A Unit may be leased or inhabited by any person or persons provided that at least one person occupying the Unit has attained the age of 55 years or older. No one under eighteen (18) years of age can occupy a Unit. It is the intent of the Association to comply with Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 USC 3690 Etc., and Sections 769.20-760.31, Florida Statutes as amended from time to time.
- (m) No Unit may be inhabited or occupied while an owner or designated occupant is not in residence.
 - 1. In the event the designated occupant, because of illness, is temporarily unable to reside in the Unit, an appointed family member or friend may reside in the Unit, for a period not to exceed 30 days, with written approval of the Board of Directors.

SUNVAST MANABEMENT 881 INFESTATE BVD SARASOTA, FL 34240 Aneropos

 In the event of the death of the owner or designated occupant, an appointed administrator of the estate may reside in the Unit, not to exceed 30 days, upon prior written notification to the Board of Directors.

The foregoing was adopted as the Amended By-Laws of **Strathmore Villa South Association**, **Inc**. on the 30TH day of November, 2006, by a majority of voting interests of the Association at the owners annual meeting.

WITNESSES:	Male
PRINT NAME: Julie Holovach	President: Jeannette Cagle
Ronald Brown PRINT NAME: Ronald Brown	- Alwahol
	ATTEST: Secretary: Edward Jones

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30th day of November,

2006, by Jeannette Cagle, President and Edward Jones, Secretary of Strathmore Villa

South Condominium Association, Inc., who are personally known to me or who have

Notary Public

Marianne L. Cole

My Commission Expires:



Prepared by and return to: Kevin T. Wells, Esq. /The Law Offices of Kevin T. Wells, P.A. 22 S. Links Avenue, Suite 301 Sarasota, Florida 34236 (941) 366-9191 (Telephone) (941) 366-9292 (Facsimile) KECURUEU IN UFFICIAL KECURU INSTRUMENT # 2007100908 3 PGS 2007 JUN 25 03:19 PM KAREN E. RUSHING CLERK OF THE CIRCUIT COURT SARASOTA COUNTY, FLORIDA CBETHEL RECEIPT#935275



CORRECTIVE CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM STRATHMORE VILLA SOUTH CONDOMINIUM

We hereby certify that the attached amendments to the Declaration of Condominium of Strathmore Villa South, a Condominium (which Declaration was recorded at Official Records Book 2743, Page 148 et seq. of the Public Records of Sarasota County, Florida) were adopted at the annual membership meeting of STRATHMORE VILLA SOUTH ASSOCIATION, INC. (herein, the "Association") held on November 30, 2006, were proposed and approved by vote of the Board of Directors and approved by vote of not less than a majority of the voting interests of the entire membership of the Association. The undersigned further certify that the amendments were proposed and approved in accordance with the condominium documents and applicable law.

This Certificate replaces and corrects the Certificate of Amendment recorded on December 19, 2006, at Instrument #2006220659 of the Public Records of Sarasota County, Florida, because that Certificate did not recite the official records book and page where the Declaration of Condominium was recorded.

Signed, sealed and delivered in the presence of:

STRATHMORE VILLA SOUTH ASSOCIATION, INC.

ACH By: Konald Brown, President

Nebber ATTEST:

right Royald R Brown

By: Julie Holovach, Assistant Treasurer

[Corporate Seal]

sign Much Walker

DATED this 14 day of June, 2007.

orint Held Wel

STATE OF FLORIDA COUNTY OF SARASOTA

2007, by Ronald Brown as President of Stathmore Villa South Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced as identification. **NOTARY PUBLIC** Sign Notary Public State of Florida Jessica Milier My Commission DD542253 Print Expires 04/18/2010 State of Florida at Large (Seal) My Commission expires: 41812010 STATE OF FLORIDA COUNTY OF SARASOTA 2007, by Julie Holovach as Assistant Treasurer of Strathmore Villa South Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced identification. NOTARY-PUBLIC Notary Public State of Florida Sign Jessica Milier My Commission DD542253 Expires 04/18/2010 Print Sessica State of Florida at Large (Seal)

My Commission Expires: ~11812010

AMENDMENT

DECLARATION OF CONDOMINIUM STRATHMORE VILLA SOUTH CONDOMINIUM

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

XIV RESTRICTIONS

- A. The following restrictions shall apply to and bind each Unit Owner, as well as any tenant, guest or other occupant of a Unit:
- (h) Any corporation, partnership or other entity which is not a natural person, or any group of more that two persons who are not related to each other by blood, marriage or legal adoption, who in either instance own a Unit, shall notify the Association in writing of the name of a "designated occupant" for the Unit, which may be changed not more frequently than once each calendar year. The loan of a Unit is the permission or sufferance by its Owner or occupancy of the Unit, in the absence of an Owner of the Unit, or designated occupant where applicable, without payment of rent or other material consideration. However, the permission or sufferance of occupancy by a spouse of an Owner of the Unit, or a spouse of the designated occupant where applicable, is not a loan. No unit may be loaned without prior notice to the Association of the names of the proposed Unit occupants and such other information as the Association may reasonably require. The Association may required a notarized statement from the Unit Owner or the Unit Occupant or both as to whether rent or other material consideration is to be paid for Unit occupancy.
- (i) No Unit may be leased for a term of less than one (1) year. No Unit may be loaned for a term of less than thirty (30) days.
- (j) No Unit may be occupied overnight in the absence of any person 55 years of age or older. A Unit may be leased or inhabited by any person or persons provided that at least one person occupying the Unit has attained the age of 55 years or older. No one under eighteen (18) years of age can occupy a Unit. It is the intent of the Association to comply with Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 USC 3690 Etc., and Sections 769.20-760.31, Florida Statutes as amended from time to time.
- (m) No Unit may be inhabited or occupied while an owner or designated occupant is not in residence.
 - 1. In the event the designated occupant, because of illness, is temporarily unable to reside in the Unit, an appointed family member or friend may reside in the Unit, for a period not to exceed 30 days, with written approval of the Board of Directors.
 - In the event of the death of the owner or designated occupant, an
 appointed administrator of the estate may reside in the Unit, not to
 exceed 30 days, upon prior written notification to the Board of
 Directors.

Kuroho

Prepared by and return to:
Kevin T. Wells, Esq.
The Law Offices of Kevin T. Wells, P.A.
22 S. Links Avenue, Suite 301
Sarasota, Florida 34236
(941) 366-9191 (Telephone)
(941) 366-9292 (Facsimile)

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CERTIFICATE OF AMENDMENT



DECLARATION OF CONDOMINIUM STRATHMORE VILLA SOUTH CONDOMINIUM

We hereby certify that the attached amendments to the Declaration of Condominium of Strathmore Villa South, a Condominium (which Declaration was recorded at Official Records Book 2743, Page 148 et seq. of the Public Records of Sarasota County, Florida) were adopted at the annual membership meeting of STRATHMORE VILLA SOUTH ASSOCIATION, INC. (herein, the "Association") held on November 21, 2008, were proposed and approved by vote of the Board of Directors and approved by a vote of not less than a majority of the voting interests of the entire membership of the Association. The undersigned further certify that the amendments were proposed and approved in accordance with the condominium documents and applicable law.

DATED this <u>33</u> day of January, 2009.

Signed, sealed and delivered in the presence of:

SIGNED ASSOCIATION, INC.

Sign Quita Ol Sprint Chandler, President

By: Derethy Chandler, President

Dorothy Cigendler, President

ATTEST:

Sign Quita Ol Sprint Holly Wisetta ATTEST:

Sign Qui

STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this <u>33</u> day of January, 2009, by Dorothy Chandler as President of Strathmore Villa South Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced <u>fc D C</u> as identification.

NOTARY PUBLIC

JULIA A KRAJIC

Notary Public, State of Florida

Commission# DD765106

My comm. exclins March 5, 2012

State of Florida at Large (Seal)
My Commission expires:

STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3 day of January, 2009, by Laverne (rooms as Secretary of Strathmore Villa South Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced Onto DC as identification.

STATE My

JULIA A KRAJIC Notary Public, State of Florida Commission# DD765106 My comm. expires March 5, 2012 **NOTARY PUBLIC**

print

State of Florida at Large (Seal)

My Commission expires:

AMENDMENT

DECLARATION OF CONDOMINIUM STRATHMORE VILLA SOUTH CONDOMINIUM

[Additions are indicated by underline; deletions by strike through]

XIV. RESTRICTIONS

- A. The following restrictions shall apply to and bind each Unit Owner, as well as any tenant, guest or other occupant of a Unit:
- (j) Except as otherwise provided in Section XIV.A. (j) and (m). no Unit may be occupied overnight in the absence of a any person 55 years of age or older. No one under eighteen (18) years of age may can permanently occupy a Unit overnight. "Permanently occupy" shall mean occupancy in excess of fourteen (14) continuous days, or more than thirty (30) total days in any calendar year. It is the intent of the Association to comply with Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 USC 3690 Etc., and Sections 769.20-760.31, Florida Statutes as amended from time to time. The Board of Directors, in its sole discretion, may allow a Unit to be occupied by a person under the age of 55 but over the age of 18 based on hardship criteria as the Board may determine appropriate. However, the Board shall not permit such occupancy if twenty percent (20%) or more of the occupied condominium units will be occupied by persons under the age of 55.
- (m) Except as provided in Section XIV.A.(j) or (m), no Unit may be inhabited or occupied while an owner or designated occupant is not in residence.
- 1. In the event the <u>owner or</u> designated occupant, because of illness, is temporarily unable to reside in the Unit, an appointed family member or friend may reside in the Unit, for a period not to exceed 30 days, with <u>the prior</u> written approval of the Board of Directors. <u>The Board may approve consecutive 30 day occupancies in its sole discretion.</u>
- 2. In the event of the death of the owner or designated occupant, an appointed administrator of the estate may reside in the Unit, not to exceed 30 days, upon the prior written approval of notification to the Board of Directors. The Board may approve consecutive 30 day occupancies in its sole discretion.

Prepared by and return to: Kevin T. Wells, Esq. The Law Offices of Kevin T. Wells, P.A. 22 S. Links Avenue, Suite 301 Sarasota, Florida 34236 (941) 366-9191 (Telephone) (941) 366-9292 (Facsimile)

2009 APR 20 02:18 FM KAREN E. RUSHING CLERK OF THE CIRCUIT COURT SARASOTA COUNTY, FLORIDA CEAGLETO Receipt#1155225

CERTIFICATE OF AMENDMENT



DECLARATION OF CONDOMINIUM STRATHMORE VILLA SOUTH CONDOMINIUM

We hereby certify that the attached amendments to the Declaration of Condominium of Strathmore Villa South, a Condominium (which Declaration was recorded at Official Records Book 698, Page 468 et seq, as amended and restated at Official Records Book 2743, Page 148 et seq. of the Public Records of Sarasota County, Florida) were adopted at the special membership meeting of STRATHMORE VILLA SOUTH ASSOCIATION, INC. (herein, the "Association") held on March 20, 2009, were proposed and approved by vote of the Board of Directors and approved by a vote of not less than a majority of the voting interests of the entire membership of the Association. The undersigned further certify that the amendments were proposed and approved in accordance with the condominium documents and applicable law.

STRATHMORE VILLA SOUTH

DATED this _______day of April, 2009.

Signed, sealed and delivered

in the presence of:

ASSOCIATION, INC. ATTEST:

sign

[Corporate Seal]

M. Secretary

STATE OF FLORIDA COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this \(\sum_{\text{day}} \) day of April, 2009, by Dorothy Chandler as President of Strathmore Villa South Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced as identification.				
Notary Public State of Florida Jessica Miller NN Cummission DD542253 Expires 04/18/2010	sign print State of Florida at Large (Seal) My Commission expires:			
STATE OF FLORIDA COUNTY OF SARASOTA				
The foregoing instrument was acknowledged before me this 15 day of April, 2009, by the Grand as Secretary of Strathmore Villa South Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced identification.				
	NOTARY PUBLIC			
Notary Public State of Florida Jessica Miller My Commission DD542253 Expires 04/18/2010	print 30550 a miller State of Florida at Large (Seal) My Commission expires: 1 1812010			

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF STRATHMORE VILLA SOUTH ASSOCIATION, INC.

(Words in strike through type are deletions from existing text; words in underscore type are additions)

Sections XII. B. is amended as follows:

DECLARATION OF CONDOMINIUM

XII ADDITIONS, ALTERATIONS AND IMPROVEMENTS

B. A Unit owner may add to a heating and air conditioning unit (HVAC) to the common elements adjacent to the owner's Unit and alter or improve the exterior appearance of the Unit or make structural alterations within the Unit only after obtaining written approval from the Association Board of Directors, which approval may be withheld for any reason and only in strict accordance with any plans and specifications the Board may approve or impose. Such approval may be withheld for just cause. All expenses and costs associated with such alterations shall be paid for by the Unit owner.

Dorothy L. Ekandler Pres.



RECORDED IN OFFICIAL RECORDS INSTRUMENT # 2011002403 2 PGS

2011 JAN 07 12:59 PM KAREN E. RUSHING

CERTIFICATE OF AMENDMENT

CLERK OF THE CIRCUIT COURT SARASOTA COUNTY, FLORIDA

The undersigned officers of Strathmore Villa South Association, Incention and control of Strathmore Villa South Condominium according to the Declaration of Condominium thereof as recorded in Official Records Book 698, Page 468, et seq., as amended and restated in Official Records Book 2743, Page 148 et seq. Public Records of Sarasota County, Florida hereby certify that the following amendments to the Declaration of Condominium were proposed and approved by vote of the Board of Directors, and approved by vote of not less than a majority of the voting interests of the entire membership of the Association at a membership held on November 19, 2010. The undersigned further certify that the amendments were proposed and approved in accordance with the condominium documentation and applicable law.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this <u>4th</u> day of <u>January</u>, 2011.

	WITNESSES (2) to President's signature:	Strathmore Villa South Association, Inc.
	1. Lorgianna Coaper	By: Royald R Brown
	Print Name: Georgianna Cooper	, as its President
	Charles of the Control of the Contro	
	Print Name. Edward Jones	
		Attest:
		By: Borothy R. Chardler
	STATE OF FLORIDA) COUNTY OF MANATEE)	, as its Secretary
	The foregoing instrument was acknown, 2011, by	
		Notor Dublic Chica of El Ma
		Notary Public, State of Florida
+	My Commission Expires	
	CATTHY D. MCMULLEN 18	
	CATTAY D. MCOMMISSION # DD EST 11 CATTAY D. MCOMMISSION # DD EST 11 EXPIRES: FOOTURY 24, 2011 EXPIRES: FOOTURY SHIPMES EXPIRES: FOOTURY SHIPMES 2	

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF STRATHMORE VILLA SOUTH ASSOCIATION, INC.

The undersigned officers of Strathmore Villa South Association, Inc., the corporation in charge of the operation and control of Strathmore Villa South Condominium according to the Declaration of Condominium thereof as recorded in Official Records Book 698, Page 468, et seq., as amended and restated in Official Records Book 2743, Page 148 et seq. Public Records of Sarasota County, Florida hereby certify that the following amendments to the Declaration of Condominium were proposed and approved by vote of the Board of Directors, and approved by vote of not less than a majority of the voting interests of the entire membership of the Association at a membership held on November 19, 2010. The undersigned further certify that the amendments were proposed and approved in accordance with the condominium documentation and applicable law.

(Words in strike-through type are deletions from existing text; words in underscore type are additions)

Sections XIV. (k). is amended as follows:

DECLARATION OF CONDOMINIUM

XIV RESTRICTIONS

(k) No more than ten five units in the Condominium may be available for rental, which term as used herein shall include any form of lease of rental, at the same time. The Association shall maintain a list of units available for rent (Rental List). No more than ten (five) units may be included on the Rental List at any one time. No owner of the unit may rent his or her unit unless the unit is on the Rental List. Units may only be added to the Rental List upon written approval of the Board of Directors, which approval shall be based upon compliance with restrictions applicable to all rental units, and whether there is room on the Rental List for another unit. The approval shall be on a first-come, first serve, basis. Units may remain on the Rental List if continuously available for rental. A unit shall be automatically removed from the Rental List upon a transfer of title to the unit, provided however, transfers to a spouse; or to children of the owner or the owner's spouse; or to a trust, the beneficiaries of which are the owner or family members as defined above, shall not result in the removal of the unit from the Rental List. The Board of Directors is hereby authorized to promulgate rules and regulations to adopt procedures, forms, and policies to implement this rental restriction, including but not limited to, the establishment of a waiting list to allow unit owners to apply for inclusion on the Rental List.

AMENDED ARTICLES OF INCORPORATION

OF

STRATHMORE VILLA SOUTH ASSOCIATION, INC.

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, have associated themselves together to form a corporation, Not For Profit, pursuant to Chapter 617 of the laws of the State of Florida.

ARTICLE I

NAME AND ADDRESS: The name of this corporation shall be: STRATHMORE VILLA SOUTH ASSOCIATION, INC. The principal office of said corporation shall be located at 97 South Strathmore Boulevard, Sarasota, Florida 34233-1308

ARTICLE 11

PURPOSE: The purposes of this corporation are to maintain, manage and operate the common facilities and property of STRATHMORE VILLA SOUTH CONDOMINIUM in Sarasota County, Florida, and of this corporation; and to perform as described in the Declarations of this condominium. In order to carry out these purposes, the corporation shall have the powers provided by Plorida Statute 617.021, as well as all other express and implied 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 ADMISSIONS: The members of this corporation shall consist of such persons as may be from time to time admitted to membership in accordance with 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:

NAME

RESIDENCE

STANLEY D. PAVER

2615 Jefferson Circle Sarasota, Florida

PAUL L. PAVER

Monica Place Sarasota, Florida

ELVIRA GALESE

3602 Monica Parkway Sarasota, 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 annual meeting of the corporation. Vacancies on the Board of Directors shall be filled in such manner as provided by the By-Laws. The officers shall be: a President, Vice President, Secretary, Treasurer, Assistant Treasurer and such other officers as may be selected and appointed by the Board in accordance with the By-Laws. The Board of Directors shall elect their officers. The officers and members of the Board shall perform such duties, hold office for such terms, and take office as such times as shall be provided in the By-Laws of the corporation. The number of Directors shall be as provided in the By-Laws, but in no instance be less than three.

ARTICLES VII

BY-LAWS: The By-Laws of this corporation may be made or amended from time to time in the manner provided in the By-Laws.

ARTICLE VIII

AMENDMENT OF ARTICLES OF INCORPORATION: These Articles may be amended by a majority vote of the members present and voting at any annual or special meeting of the corporation, provided that written notice of the proposed amendment is included with the notice of the meeting.

These amended Articles of Incorporation were duly adopted by the Association members at a meeting of the Association held on the 17th day of November, 1994.

DATED this 15thday of May , 1995 at Sarasota, Sarasota County, Florida.

** OFFICIAL RECORDS **
BOOK 2743 PAGE 160

WI TNESSES:	STRATHMORE VILLA SOUTH CONDONINIUM ASSOCIATION, INC.
Print Name: Douglas L. Shepherd	BY: Almy of Amure President
Print Name: Dayna K. Pressier	
Print page: Douglas C. Shepherd	ATTEST: Secretary
Print Name: Dayna K. Pressley	**····································
STATE OF FLORIDA	
COUNTY OF SARASOTA	
The foregoing instrument was acknowled	edged before me this 15th day of
May , 199 5 by Henry L.	Howe , President
and _ Jeffrey P. Koehn	
CONDOMINIUM ASSOCIATION, INC. who are p	
produced	as identification.
	Notary Public Neely
My Commission Expires:	Joan C. Neely Print Name
JOAN C. NEELY My Comm Exp. 7/71/96 Bonded By Service Ins No. CC208469 Laterach News 13000 L.D.	

AMENDED BY-LAWS OF STRATHMORE VILLA SOUTH ASSOCIATION, INC.

(Duly adopted on the 17th day of November, 1994)

ARTICLE 1 OFFICE

The principal office of the Association shall be located at 97 South Strathmore Boulevard, Sarasota, Florida 34233-1308.

ARTICLE II

Section 1: Initial and Subsequent Members.

Those person who presently own or hereafter acquire title to Units in Strathmore Villa South Condominium shall be members.

Section 2: Voting Rights.

One (1) vote shall be allowed per unit. In the event of joint ownership of a unit, only one owner, designated by the joint owners, shall be allowed to vote.

Section 3: Termination of Membership.

Whenever a member ceases to be an Owner of a Strathmore Villa South Condominium Unit, his membership shall automatically terminate.

Section 4: Transfer of Membership.

Membership in this corporation is not transferable or assignable, except by conveyance or transfer of fee title to a unit in the Condominium.

ARTICLE III MEETINGS OF MEMBERS

Section 1: Annual Meeting.

An annual meeting of the members shall be held at such place and time as determined from time to time by the Board of Directors or on such other date in November determined from time to time by the Board of Directors. The Annual Meeting shall be for the purpose of electing Directors and for consideration and approval of the proposed budget as submitted not less than fourteen (14) days prior to the meeting [see Article IV, Section 8 (c)], and for the transaction of such other business as may come before the meeting.

Section 2: Special Meetings.

Special meetings of the members may be called by the President and the Board of Directors or by not less than one-tenth (1/10) of the members having voting rights.

Section 3: Notice of Meetings.

Notice of all meetings of members together with an agenda for the meeting, whether the Annual Meeting or a Special Meeting, stating the date, time and place, shall be sent to each unit owner, not less than fourteen (14) days prior to the meeting date. Notice may be personally delivered to any unit owner in residence at Strathmore Villa South, provided that the Association has obtained a written waiver from the owner of his right to notice of the meeting by mail, and obtains a receipt from the owner of the notice. Notice shall be sent by regular U.S. Mail to those unit owners who are temporarily in residence elsewhere than Strathmore Villa South and to those unit owners who do not provide the required waiver of notice. Each meeting notice shall also by posted continuously at a conspicuous place on the condominium property adopted by the Board of Directors at least fourteen (14) days prior to the meeting. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this provision. Unit owners may waive notice of the annual meeting.

Section 4: Quorum.

A quorum at any meeting of the members shall consist of not less than a majority of the voting interest of the Condominium. If a quorum is present, unless otherwise provided by a Declaration of Condominium of Strathmore Villa South Condominium, these By-Laws or the Articles of Incorporation of Strathmore Villa South Association, Inc., a majority of those members represented may take corporate action. If a quorum is not present at any meeting of members, a majority of the members represented may adjourn the meeting from time to time without further notice.

Section 5: Proxies.

At any meeting of members, Unit Owners may not vote by limited proxy unless permitted by law. The proxy shall be for items specified in the call for the meeting, and shall remain valid through any adjournment(s) of the meetings, but in no event for more than ninety (90) days from the date of the original meeting. No individual member may hold and vote more than two (2) proxies, and all proxies must be signed by the member and presented to the Association Secretary. Each proxy shall be voted according to the directions of the member who appointed the proxy.

Section 6: Election of Directors.

(a) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly

published newsletters, to each Unit Owner entitled to vote a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before the scheduled election; however, the Board shall hold a meeting within five (5) days after this forty-day (40 day) deadline at which it will accept additional candidate nominations for the Board. Not less than thirty (30) days before the election meeting, the Association shall then mail or deliver a second notice of the meeting to all unit owners entitled to vote, together with a written ballot which shall list all candidates. Upon request of a candidate, the Association shall include with this second notice an information sheet, no larger than 8 1/2 inches by 11 inches, furnished by the candidate, with the costs of mailing and copying to be borne by the Association.

- (b) At the discretion of the Board of Directors, either ballots or a voting machine will be available for use by those Owners attending the meeting in person. A Unit Owner who needs assistance in voting due to blindness disability or inability to read or write may obtain assistance but no Unit Owner shall permit another person to cast his ballot and any such ballots improperly cast shall be deemed invalid.
- (c) There is no quorum requirement or minimum number of votes necessary for election; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election. Elections shall be decided by a plurality of those votes cast.
- (d) The Board of Directors may appoint a committee to explain the role of Board members, encourage eligible persons to volunteer to serve on the Board, and generally strive to ensure that a sufficient number of candidates will respond to the first election notice to allow all vacancies to be filled. The committee, if appointed, shall not nominate or recommend specific persons for election to the Board, but instead shall generally recruit and encourage eligible persons to run as candidates for election to the Board.
- (e) Notwithstanding the foregoing provisions of this Section 6, an election and balloting is not required unless the number of actual candidates for the Board of Directors outnumbers the actual vacancies on the Board of Directors.

Section 7: Action by Unit Owners Without a Meeting.

Unit owners may take action by written agreement without a meeting, as long as written notice is given to the unit owners in the manner prescribed elsewhere in these By-Laws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these By-Laws. The decision of a majority of the unit owners, or a larger percentage vote as otherwise may be required by 718, Florida Statutes, the Declarations, the Articles or these By-Laws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership, provided a quorum submits a response. The notice shall set forth a time period within which responses must be made by the members.

ARTICLE IV BOARD OF DIRECTORS

Section 1: Duties and General Powers.

The Board of Directors of the Condominium Association of Strathmore Villa South must carry out responsibilities and abide by regulations imposed from various sources. In addition to local ordinances which might affect the operating of the Condominium, the Board must also heed provisions of the Condominium documents and all applicable Governmental Statutes and Rules.

The affairs of the Association shall be managed by its Board of Directors. The Board of Directors shall have all authority to act for the Association except where approval of the Association members or any of them is required herein or in the Articles of Incorporation or in the Declaration of Condominium of Strathmore Villa South Condominium. Any purchase or sale of personal property in excess of Two Thousand Five Hundred Dollars (\$2,500.00), any mortgage or encumbrance of Corporation property, or any purchase or sale of real property not included in the budget shall require prior approval of a majority of the members and approval of a majority of the Board of Directors. Association expenditures for alterations, additions or improvements shall also be governed by the Condominium Declarations. Contracts made by the Association shall be executed by the President or such other Officer as may be authorized by the Board of Directors.

Section 2: Number, Tenure and Qualifications.

The number of Directors shall be five (5). The term of Directors shall be for two (2) years, with two (2) Directors to be elected in the even numbered years and three (3) Directors to be elected in the odd numbered years. Terms of Directors shall commence one (1) week following their election and shall expire upon the taking of office of their duly elected successors. Directors shall be members of the Association or the resident spouse of such a member.

Section 3: Meetings.

Meetings of the Board of Directors shall be open to all Unit Owners. Adequate notice together with an agenda of all meetings shall be posted continuously and conspicuously on the Condominium property at a location adopted by the Board of Directors at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against Unit Owners or Unit use rules are to be considered for any reason shall specifically contain a statement of what rules or assessments will be considered and the nature of such rules or assessments. Unit Owners shall have the ability to address all agenda items subject to rules of the Board of Directors.

Section 4: Emergency Powers.

In the event of fire, flood or other disaster rendering all or part of the Condominium property dangerous or uninhabitable, and in the

absence of the availability of a quorum of the Board of Directors, the available members of the Board of Directors are hereby constituted as an Executive Committee with authority to act on behalf of the Association to do those acts immediately necessary as a result of the said occurrence, including, but not limited to, contracting for or otherwise authorizing reconstruction or repair of common elements, and prosecuting insurance relief or other claims.

Section 5: Quorum.

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 6: Vacancies.

In the event of a vacancy on the Board of Directors, the remaining Directors shall fill the vacancy for the reminder of that fiscal year.

Section 7: Compensation.

Directors shall not receive any compensation for serving in such capacities and no Director, Officer or Member, in conjunction with their service, shall otherwise receive renumeration, in any services, or any other form of compensation from the Association, third parties, or otherwise, unless such is disclosed to the Board of Directors and approved at a duly noticed Board meeting, by a majority of the Board members other than Board member or members requesting permission to receive compensation.

Section 8: Budget.

- (a) The Board of Directors shall prepare and submit a proposed annual budget of common expenses to the Association members pursuant to the Association By-Laws. "Common expenses" means all of the expenses and assessments properly incurred by the Association for the Condominium or the Association. (Chapter 781.115 and 718.103(7) Florida Statutes and Article VIII of the Declaration of Condominium.)
- (b) The proposed budget shall be detailed and show the amounts budgeted by accounts, expenses and classifications. It shall include reserve accounts for capital expenditures and deferred maintenance; however, reserves may be removed from the final budget if by vote of the majority of the voting interests present at a duly called meeting of the Association they shall determine for a fiscal year to provide no reserves or reserves less adequate than required by 718.112(2)(f) Florida Statutes.
- (c) The Association shall provide to all members a meeting notice and copies of the proposed budget of common expenses not less than fourteen (14) days prior to the meeting date at which the budget will be considered.
- (d) Notice of any meeting of the Association or Board of Directors in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement of what assessments will be considered and the nature and amount of any such assessments.

- (e) The adoption of the budget shall require an affirmative acceptance by a majority vote of all voting interests of the Association.
- (f) In the event a budget has not been approved by the Association prior to the beginning of the year, the budget and assessments in effect shall be continued until the budget has been properly approved by the Association members.
- (g) At its option, for any fiscal year, the Board of Directors may propose a budget to the unit owners at a meeting of members or in writing. If the proposed budget is approved by the unit owners at the meeting or by a majority of all the voting interests in writing, the budget shall be adopted. If a meeting of the unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

Section 9: Financial Reports and Audits.

The Board of Directors shall submit to the Association members the quarterly and fiscal year financial reports. The Association shall also obtain an annual audit of Association finances, as required by law.

Section 10: Removal.

Any director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all the voting interests. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by 10% of the voting interests giving notice of the meeting as required in these By-Laws. The notice shall state the purpose of the meeting. Any vacancy on the Board of Directors thus created shall be filled by the unit owners of the Association at the same meeting. If more than one director is subject to recall, there shall be a separate vote on the question to remove each director.

ARTICLE V OFFICERS

Section 1: Officers.

The Officers of the Association shall be a President, Vice President, Secretary, Treasurer, Assistant Treasurer and such other officers as needed to fill offices created by the Board of Directors from time to time. No two offices may be held by the same person.

Section 2: Election and Term of Office.

The officers of the Association shall be elected annually by the newly elected Board of Directors as soon as practicable.

Section 3: Removal of Officers.

Any Officer of the Board, elected or appointed by the Board of Directors, may be removed by a majority of the Board of Directors whenever, in its judgment, the best interests of the Association would be served by such removal.

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 remainder of that fiscal year.

Section 5: President.

The President shall be the principal executive officer of the Association, and shall, in general, supervise all of the business and affairs of the Association, subject to the advice and consent of the Board of Direc-The President shall preside at all meetings of the members and the Board of Directors. At the annual meeting of the Association, the President shall appoint tellers to conduct the election and report the results. The President may sign, with the Secretary or any other proper officer for the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, and in general, 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 responsible for the orderly transfer of legal documents, records and official minutes of the Board of Directors to the incoming President. Legal documents of the Association shall be inventoried and kept in a safety deposit box. A duplicate of the inventory shall be kept in the office. By virtue of the Office, the President shall be an ex-officio member of all appointed committees.

Section 6: Vice President.

In the absence of the President, or in the event of his inability to act, the Vice President 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. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or Board of Directors.

Section 7: Treasurer.

The Treasurer shall be bonded by the Association 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 Association as well as all financial records of the Association, receive and give receipts for monies due and payable to the Association from any source whatsoever, 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 duties incident to the office of the 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: Assistant Treasurer.

In the absence of the Treasurer, the Assistant Treasurer shall assume and fulfill all obligations of the office of Treasurer.

Section 9: 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 Association records (except those records to be kept by the Treasurer) and of the Seal of the Association and see that the Seal of the Association is affixed to all necessary documents, the execution of which on behalf of the Association under its Seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the current official address of each member; and perform such other duties as from time to time may be assigned to him by the President of the Board of Directors.

ARTICLE VI

Section 1: Standing Committees.

The Standing Committees shall be:

METHODS AND PROCEDURES: Which shall review and recommend general policy objectives and procedures to the Board of Directors.

INTERVIEW AND APPROVAL: Which shall screen proposed members (purchasers and/or lessees) of Units to recommend acceptance or denial to the Board of Directors; as well as act within such authority as may be delegated by the Board. A fee to be set by the Board of Directors consistent with the Condominium Act shall be forthcoming together with each membership application.

The members of the Standing Committees, as well as their Chairman, shall be appointed by and serve at the pleasure, of the Board of Directors. The Board of Directors may from time to time authorize the President to fill vacancies that may occur on Standing Committees. Absent such authorization, vacancies shall be filled by the Board of Directors. The Chairman of the Interview and Approval Committee shall be a member of the Board of Directors.

Section 2: Special Committees.

Special committees, their members and Chairman, may be appointed by, and serve at the pleasure of, the President, as the President deems appropriate.

Section 3: Funding.

No committee shall incur any indebtedness without approval of the Board of Directors.

ARTICLE VII CHECKS, DEPOSITS AND FUNDS

Section 1: Instruments of Payment and Debt.

All Checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by any two members of the Association Board of Directors, as so designated by the Board.

Section 2: Fidelity Bonding.

Each officer and director of the Association who controls or disburses its funds shall be bonded by a fidelity bond in the amount set forth in the Condominium Act. The cost of bonding shall be at the expense of the Association.

Section 3: Deposits.

All funds of the Association shall be deposited from time to time to the credit of the Association 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 Association, any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

ARTICLE VIII BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Birectors, and Committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association and the minutes of all meetings may be inspected by any member or his agent or attorney for any proper purpose (or for any purpose as permitted with regard to certain records pursuant to Section 718.111(12), Florida Statutes) upon written notice at reasonable times set by the Board of Directors. All minutes shall be retained and available for a period of not less than seven (7) years.

ARTICLE IX FISCAL YEAR

The Fiscal Year of the Association shall be the calendar year, or as otherwise designated from time to time by the Board of Directors.

ARTICLE X ASSESSMENTS

With the approval of a majority of all Association members at a duly called Association meeting, the Board of Directors may determine from time to time the assessments to be paid by the members. Said assessments shall be levied in an amount and manner so as to provide the Association with sufficient funds to meet the obligations of the Association and furnish the facilities and services to the units at Strathmore Villa South Condominium which the Association is obligated to furnish, all on a non-profit basis. Assessments shall be made against the unit not less frequently than quarterly in the discretion of the Board of Directors.

The annual assessment shall be payable in equal installments on the first day of each month. Any special assessment shall be due thirty (30) days after the mailing of the notice of assessment. Any monthly installment of the annual assessment and any special assessment not received by the Association within ten (10) days from the date such payment was due shall be subject to an administrative late fee in an amount equal to the greater of \$25.00 or five percent (5%) of the delinquent payment. A Unit Owner shall be in default as to any payment more than thirty (30) days past due. In such event, interest shall accrue from the due date until paid, at the maximum rate allowed by law. The Association shall have all remedies provided by law for the collection of assessments, including the right to recover costs and reasonable attorney's fees.

ARTICLE XI SEAL

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 1967".

ARTICLE XII AMENDMENTS TO BY-LAWS

After due consideration by the Board of Directors, these By-Laws may be amended by the affirmative vote of a majority of all Association members present at any annual meeting or at any special meeting, the notice of which includes a statement of the intention to amend the By-Laws.

ARTICLE XIII RULES OF ORDER

All meetings shall be conducted under Robert's Rules of Order.

ARTICLE XIV

The Parent or Legal Guardian of any child shall be liable to the Association for any damage or harm caused to the common elements, or Association property by said child, and the cost of repairing such damage or harm may be assessed against the Unit owned by said Parent or Guardian and collected in the manner provided for the collection of assessments as provided in these By-Laws, the Declaration of Condominium of Strathmore Villa South Condominium and the Florida Condominium Act.

ARTICLE XV ARBITRATION OF INTERNAL DISPUTES

Internal disputes arising from the operation of the condominium among unit owners, the Association, their agents and assigns may be resolved by voluntary binding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales and Condominiums pursuant to Florida Statutes 718.112(2)(m). Each party to the dispute first must agree to the arbitration process and, in such case, the arbitrator's decision will be final. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction.

ARTICLE XVI COMMON ELEMENTS SECURITY DEPOSIT

The Association has the right to require, as a condition to permitting the leasing of a Unit, the depositing with the Association of a security deposit up to the highest amount allowable by law in an escrow account to be maintained by the Association. Upon termination of occupancy of the Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the act of the lessee or his invitees, including, but not limited to, damage to the common elements and limited common elements. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the lessee by the Association not later than thirty (30) days from the date of notice to the Association of the termination of occupancy of the unit by the lessee.

ARTICLE XVII

In addition to the means of enforcement provided elsewhere herein, the Association shall have the right to assess fines against a Unit Owner, or his guests, relatives or lessees in the event of a violation of the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations of the Association regarding the use of the units, or Association property, provided each such violator shall be given written notice of the alleged violation and the opportunity for a hearing before a committee of Unit Owners upon request made within fifteen (15) days of the notice. The amount of such fine shall not exceed One Hundred Dollars (\$100.00) per occurrence, and each reoccurrence of the alleged violation for each day during which such violation continues shall be deemed a separate offense.

The foregoing were adopted as the Amended By-Laws of STRATHMORE VILLA SOUTH ASSOCIATION, INC. on the 17th day of November, 1994.

Print Name: Douglas C. Shepherd Dayna K. Pressley STATE OF FLORIDA	By: Association inc By: President Attest: President	
COUNTY OF SARASOTA		
The foregoing instrument was acknowledged before me this 15th day of May , 1995 by Henry L. Howe President		
and Joffron D. Vanha	, Secretary of STRATHMORE VILLA SOUTH	
CONDOMINIUM ASSOCIATION, INC, who are personally known to me or who have		
produced		
	as identification. Notary Public Joan C. Neely	
	Print Name	
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JOAN C. NEELY My Cornin Exp. 7/21/96 Bonded By Service Ins No. CC208469 11 coer L. 0.	31 PII 2: 57	

STRATHMORE VILLA SOUTH-A PARTMENTS CONDOMINIUM

PASE XX

- SECTION 1 -

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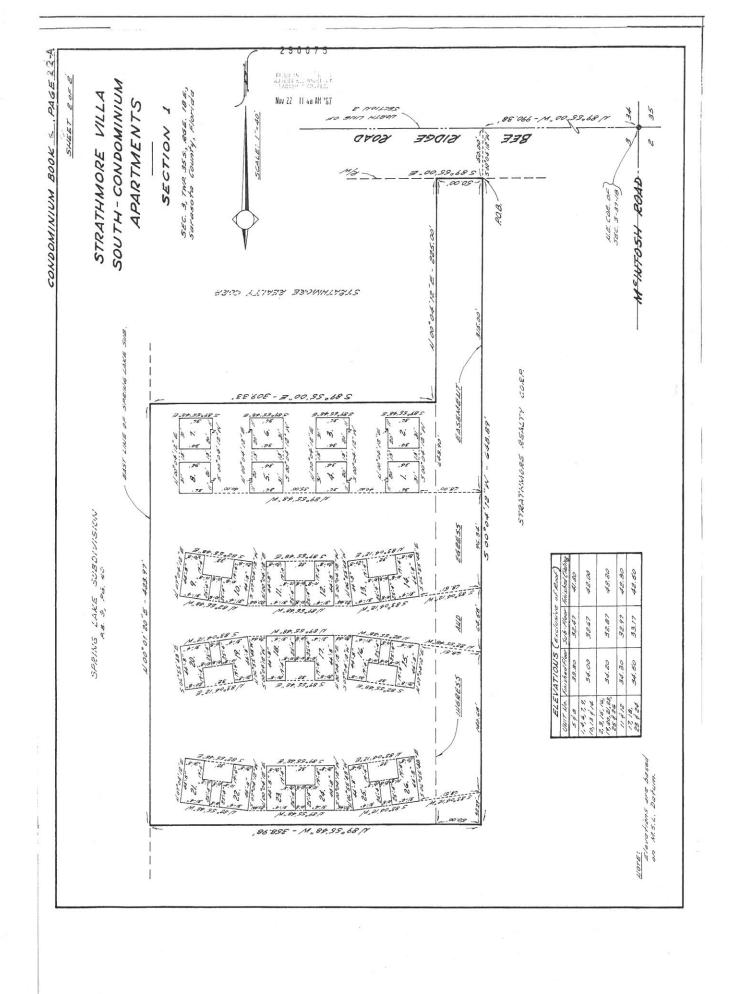


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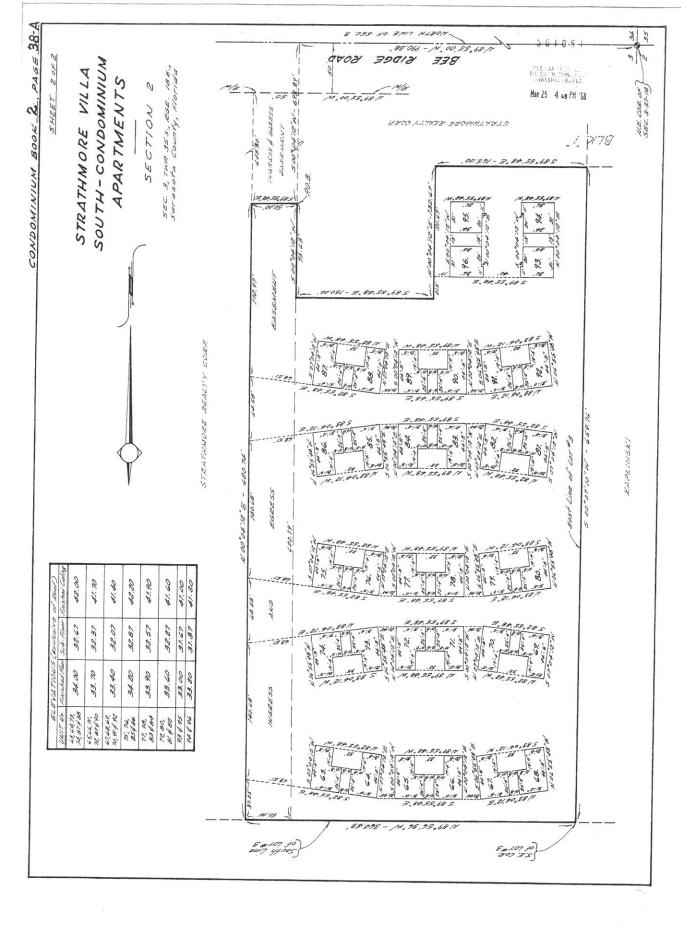
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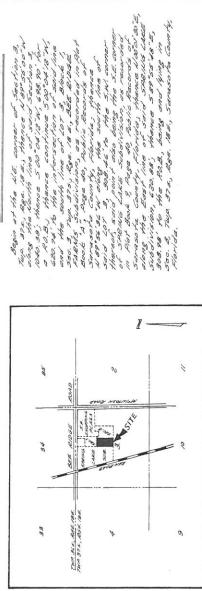
STRATHMORE VILLA SOUTH-A PARTMENTS CONDOMINIUM

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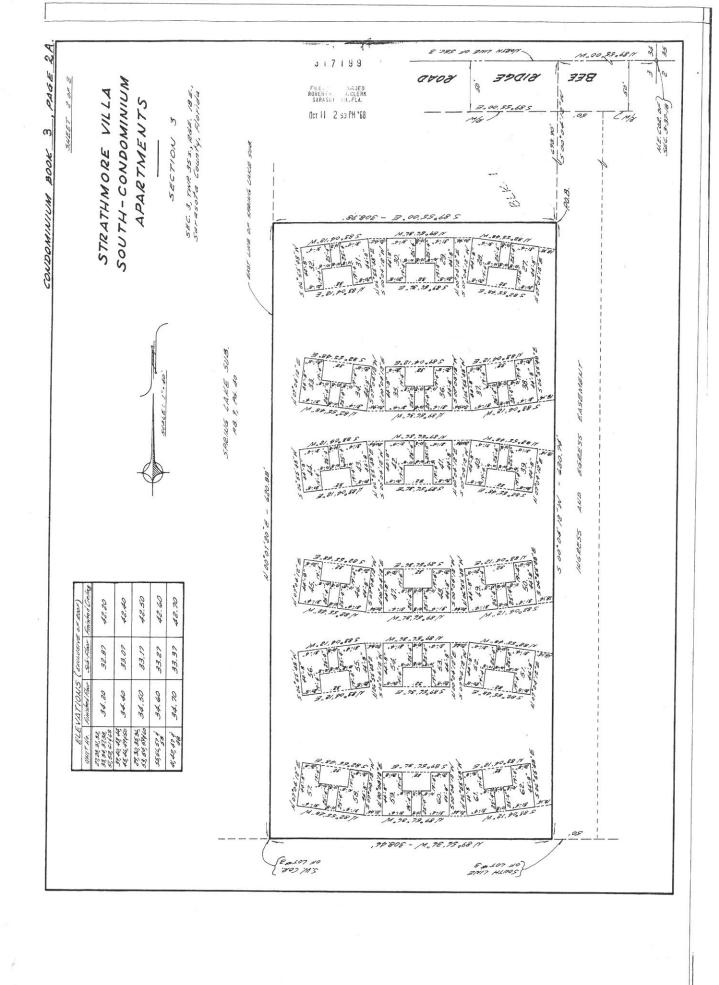
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LOCATION MAP

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OWNERS HANDBOOK OF RULES AND REGULATIONS

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STRATHMORE VILLA SOUTH ASSOCIATION, INC. OWNERS HANDBOOK OF RULES AND REGULATIONS

For the welfare of those living in STRATHMORE VILLA SOUTH, experience has shown that rules and regulations are necessary to get the most enjoyment, happiness, and protection from living in a community such as we have. These rules also protect and enhance the value of your property.

STRATHMORE VILLA SOUTH consists of 96 villas and common elements which include: all the land not directly under each villa, carports, storage rooms, streets, parking areas, clubhouse, laundry, workshop, pool, and shuffleboard court. These common elements are held jointly by all villa owners.

THE DECLARATION OF CONDOMINIUM, a legal document creating the condominium, gives full authority to STRATHMORE VILLA SOUTH ASSOCIATION, INC. (which is a corporation, not for profit, and composed of all owners of villas in the condominium) to manage and operate the condominium and establish by-laws for a smooth operation.

All Board Members and Officers are either individual or joint owners of their villas. They serve without remuneration and ask only for the residents/owners' consideration and cooperation in assisting to make this community a pleasant and convenient place in which to live.

GENERAL

- A. All condominium units and common element buildings shall be, and remain, of like design, shape, color and appearance. Villa roofs, though the responsibility of the individual owner, shall conform to this rule in terms of existing color and style.
- B. Occupants of condominium units shall not endure or maintain in their premises loud noises, obnoxious odors, or offensive house pets.
- C. Condominium units shall be used exclusively as a single family dwelling, and not for business or trade purposes. Carport, yard or estate sales are not permitted. All items for sale by residents or their heirs shall be advertised via the newspapers, or on the clubhouse north wall bulletin board. Residents or heirs are required to use only their telephone number with such advertising. Estate sales must be held off the condominium property. Contract and consignment businesses are available locally for such service.
- D-1. A unit shall have at least one person occupying the unit that has attained the age of 55 years or older. No one under eighteen (18) years of age can permanently occupy a unit. It is the intent of the Association to comply with Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendment Act of 1988, 42 USC 3600, etc., and Sections 760.20-760.31, Florida Statutes as amended from time to time.

03/09

- D-2. Villa owners desiring to sell or lease their unit shall so notify the Board and Management Company in advance, and in writing, of such a negotiation. A prospective buyer or lessee shall submit a completed application for approval to lease, purchase and/or occupy a unit, comply with provisions and be interviewed by the Interview and Approval Committee. After Committee approval, the President or Vice President shall sign the application prior to the prospective buyer or lessee taking possession of the unit. The owner must provide the contracting buyer a copy of the handbook containing all up-to-date Strathmore Villa South documents consisting of:
 - I. Declaration of Condominium
 - II. Articles of Incorporation
 - III. By-Laws
 - IV. Rules and Regulations

Villa owners selling their unit, but not having this handbook, must purchase a copy from the Board of Directors at cost.

A lessee shall be furnished a photocopy of the current Rules and Regulations from the lessor. No unit shall be leased for a term of less than one (1) year.

D-3. Rental of individual rooms in a unit is not permitted.

Rental of villas — no more than 10 units in Condominium may be available for rental. Once a villa is on the 'rental' list, the villa is either to be constantly continuously rented or available to be rented in order to remain on the permitted rental list. The term "continuously rented" or "continuously available for rent" shall require the owner to place a new tenant in the villa within ninety (90) days after the prior tenants vacate the villa. If a villa remains without a new and Board approved replacement tenant for more than ninety (90) days after the former tenants vacate the villa, the villa automatically comes off the rental list. If an owner moves back in, the villa automatically comes off the rental list. The Board may maintain a waiting list of owners wishing to rent their villa, and if an opening is available on the rental list, the villa next in line to be available to rent shall have ninety (90) days to provide a new, Board approved tenant to move into the villa. However, exceptions can be made only by the Board (i.e., owner(s) move in to repair damage; owner(s) move in because of natural disasters, etc.). (Amended May 23, 2014)

D-4. No two-bedroom unit shall be a permanent occupancy by more than four (4) persons, and no one-bedroom unit shall be a permanent occupancy by more than two (2) persons. For purposes herein, "a permanent occupancy" shall be defined as occupancy beyond fourteen (14) continuous days, or beyond thirty (30) days in one (1) calendar year.

This is a simple numerical restriction on the number of people that are authorized to occupy a unit more than fourteen continuous days or more than thirty total days in one calendar year. Therefore, it makes no difference if the unit occupants are family members or quests. This is a simple per head limitation.

Villa owners desiring the occupancy (as defined above), beyond the allowed time limit, shall state in a letter, in advance to the Board, the reasons for such a request. The

Board shall consider each request based on the circumstances stated, and a majority vote of approval shall be required for granting each request. The Board shall reserve the right to revoke their decision should it become necessary, in their opinion.

E. No condominium unit shall be divided or sub-divided, and no structural alteration or changes shall be made to the interior of a unit before prior written approval from the Board. Satellites, wires and antennas must be approved in writing in advance by the Board of Directors.

03/09

- 1. satellite dishes shall be no larger than 24" in diameter
- 2. satellite dishes shall be white or silver in color
- 3. satellite dishes shall be placed in ground in the space under the eaves of the villa
- 4. television antennas are not permitted
- 5. ham radio antennas should <u>not</u> be attached to any building. They should be in ground mounted and be in the common area between the villas. Antennas must have limited visibility from the street and should be no higher than 25'. A vertical antenna or a ham stick antenna would be acceptable. Towers are <u>not</u> allowed. Most important! A **copy of the FCC Amateur Radio operators licens**e should be provided to the Association.
- 6. wires are to be in ground or secured firmly to the villa.

When replacing the Heating and Air Conditioning HVAC system all county regulations must be followed. Owners will have a choice of either an on-the-ground or wall HVAC. The following guidelines also must be adhered to:

For two bedroom villas:

A replacement HVAC unit can be a type similar to the one originally installed as a wall unit.

A ground unit may be installed with the following stipulations:

The unit must be put onto a solid pad on the ground.

The width cannot extend more than 50 inches from the side wall.

The opening distance between the HVAC unit and the area that holds the garbage cans must be at least 27 inches to allow a person to pass through

easily.

The unit can extend along the outside wall as necessary and shall not obstruct access to the outside meters and wiring.

The clean-out valve for the sewage must be accessible on the ground and be identified in the plans and specifications submitted to the Board. The unit owner is responsible for any necessary movement of the valve or lines.

All duct work must be covered and painted same color as villa. (Amended

9/24/10)

For one bedroom villas:

A replacement HVAC unit can be a type similar to the one originally installed as a wall unit.

A ground unit may be installed with the following stipulations:

The unit must be put onto a solid pad on the ground.

The width cannot extend more than 50 inches from the side wall.

The unit can extend along the outside wall as necessary and shall not obstruct access to the outside meters and wiring.

All utility lines and the clean-out valve on the ground for the sewage must be

accessible and be identified in the plans and specifications submitted to the Board. The unit owner is responsible for any necessary movement of the valve or lines

All duct work must be covered and painted same color as villa. (Amended 9/24/10)

If the villa has a wall-mounted unit, a supplemental air conditioner may be installed provided the exterior portion is installed below the existing wall-mounted unit, does not exceed extended surface planes that describe the existing wall-mounted unit, does not touch the ground, and has no other exterior features other than conduit.

03/09

- F. No clotheslines, hangers, or drying facilities shall be used adjacent to the villas, including the carport. No rugs or household articles shall be dried, aired, cleaned, or dusted beyond the villa interior. No electric machine or apparatus of any sort shall be used or maintained in any unit which causes interference with the television reception in any other units.
- G. All official mail addressed to STRATHMORE VILLA SOUTH ASSOCIATION, or to any of its Officers, shall be delivered and filed in the Association office at 97 Strathmore BL South, Sarasota, FL 34233-1306.
- H. No rules or regulations shall be modified or deleted except by a majority vote of approval by the Board of Directors.
- I. Owners wishing to have washer/dryer facilities in their villas or storage units shall make prior written request to the Board, showing locations and types of connections, with proof of intent to comply with the following requirements:
 - 1. Compliance with all building codes and Strathmore Villas Document
 - 2. Employ only licensed electrician/plumber services; and
 - 3. Bear all costs, including household insurance if applicable.

Installation of a clothes washer/dryer at owner's expense is permitted but requires board approval.

J. Residents may plant within the two (2) foot border area adjacent to their villa. Plantings must conform to the general appearance of the property landscape. Planting in the islands, lawn, privacy area, and privacy fence, is not permitted. Residents are not permitted to plant any variety of trees. Residents are requested to tie a red ribbon around any plants not to be maintained by the grounds crew. Border hedges facing the street along the front of the villa shall not be altered or removed unless diseased or dead. Removal and/or replacement of these hedge plants shall be at the discretion of the Board. Tree removal: Due to possible structural damage to the exterior walls of the villa, any tree growing within the two (2) foot border of the structure will be removed by order of the Board in the following manner: Tree removal will be done as soon as the villa owner notifies the Board of intent to sell.

Container gardening is acceptable. All plants that are growing on the privacy fence will be removed by the Association as soon as the villa owner notifies the Board of intent to sell. Planting of citrus and/or fruit trees is not permitted.

- K. No unit owner, tenant, or other occupant, shall engage in, or permit any conduct which is the source of unreasonable annoyance to any other owner, tenant, or occupant; nor damage, obstruct, or interfere with the common elements of association or residents' property.
- L. Owners intending to install hurricane shutters on the villa exterior shall inform the Board, in writing, of their request, and obtain approval from the Board prior to installation. Owners shall comply with specifications, meet all expenses for installation, maintenance, and related insurance.

03/09

M. No gas-fired grill, electric grill, or other similar devices used for cooking or any other purpose shall be used under any overhang (carport) or within 5 feet of any structure. The standard propane tank found on grills and cookers is 20 pounds. The National Fire Protection Association prohibits the use and storage of 20 pound cylinders within residential structures (i.e., porches, lanais, Florida rooms). Propane cylinders stored on breezeways, lanais, etc. are a life safety hazard to the occupant(s) and his or her neighbor(s). Grills are to be stored either in the storage room or against the wall of the carport with a grill cover. Owners will be responsible for any damage to structures and vehicles due to use of grills.

Charcoal grills are prohibited.

MAINTENANCE/ASSOCIATION RESPONSIBILITY

The Declaration of Condominium requires the Association to maintain the common elements and, in accordance therewith, the following services are provided by the Association, and are included in your monthly maintenance assessments:

- 1. Lighting of common areas, including street lighting, interior and exterior lighting of the clubhouse building, laundry room, pool, and shuffleboard court areas.
- 2. Replacement, repair, and painting of villa window sills, and utility room doors. Cleaning of all gutters when necessary. (Amended 9/24/10)
- 3. Carports and storage rooms. Two (2) bedroom villa carports and storage rooms are "assigned" limited common elements. One (1) bedroom villas with attached carports and storage rooms are deemed to be an integral part of that "standing unit".
- 4. Grounds keeping services are contracted for, but not limited to, mowing, weeding (chemical), pruning, cleaning, and removal from the property of the debris related to this work. Tree trimming, fertilizing, and insecticides are done as needed. Tall plants growing adjacent to buildings will be kept trimmed two (2) feet below the soffits; hedges will be kept trimmed evenly where applicable, slightly below window sill level. All plant growth will be trimmed away from building walls.

5. Fire and extended insurance coverage shall be contracted with the Association and a nationally recognized underwriter approved by the State of Florida. Coverage includes, but is not limited to, full replacement value of the villa, personal liability, bonding of the Association's Officers, and replacement of the common buildings. This policy may be inspected by the unit owner upon request of the Board.

MAINTENANCE/OWNERS' REPONSIBILITY

The owner shall be responsible for the following:

- 1. Maintenance of the villa interior, doorbell, and outside villa wall lighting, window 03/09 panes, screens, air/heating unit, and hurricane shutters if applicable.
- 2. Villa roof cleaning, repair, and replacement, when necessary. See Appendix A. Replacement/repair of gutter. (Amended 9/24/10)
 - 3. Leave a set of duplicate villa door keys in the office (for emergency entrance only). Keep a spare door key readily accessible in case of an accidental lock out.
 - 4. Monthly maintenance fee must be paid directly to the designated receiver, as determined by the Board.
- 5. Inquiries regarding utilities, cable TV, electrical service, and telephone should be directed to the company involved.
- 6. Villa owners are responsible for insuring their personal property, household furnishings/objects, and that part of the villa that is not covered by the Association policy.
 - 7. Fill out maintenance requests and deliver to locations indicated on forms. (Amended 9/24/10)

POOL

The pool is for the exclusive use of residents and their guests. Guests must be accompanied by a resident.

All persons must shower before entering the pool. Personal bathing or shampooing is not permitted. There is no lifeguard on duty at any time. Persons should not be in the pool alone, or during inclement weather. For hygienic reasons, incontinent persons, infants, children under two (2) years of age, and all children not toilet trained, are not permitted in the pool. Glassware, toys, balls, and like objects, and pool accessories other than for safety use, shall not be permitted in and around the pool area.

The pool rules are posted nearby the facilities and must be complied with by all persons. Occupancy in the pool is limited, by law, to eleven (11) persons at one time. For emergency use, a life preserver hangs on the east side screen enclosure.

Residents are authorized to access the caged pool area when the cover is on, but may not enter the pool until the cover is removed. (Amended 11/20/08)

TELEPHONE

For an emergency occurring in the recreation area, there is a telephone housed in a white box on the exterior east wall of the Clubhouse.

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ASSOCIATION SERVICES (Clubhouse)

In addition to the maintenance, repair, and replacement to be provided by the Association pursuant to Article XII By Laws, the Association shall provide cable television service. The

Association shall also continue to provide and operate the clubhouse, swimming pool, shuffleboard courts, and laundry facilities, and shall undertake such activities and projects as may be designed to unite its members in companionship and to continue enjoyable living conditions in STRATHMORE VILLA SOUTH CONDOMINIUM.

The clubhouse is for the use of residents. When not scheduled for an activity or meeting, residents may reserve it for personal use by requesting in advance, and receiving approval from, the Board.

The Association will charge and collect reasonable fees from a unit owner for the reservation of the clubhouse for the private use of the unit owner, and a reasonable number of guests, and will also charge and collect a reasonable security deposit from the unit owner, which shall be refunded if no damage occurred. It is expected that the clubhouse be restored to its original appearance and condition. No other persons, including tenants, shall be permitted to reserve the clubhouse for private, charitable, business, or other purposes. Smoking in any of the clubhouse rooms is not permitted. Rental is for clubhouse only, and does not include the pool.

PETS

All pets must be on a leash, and controlled when on the condominium property. Animals are <u>not</u> permitted to use any of the condominium grounds for any relief. Deposit of animal excrement on the property grounds is unhygienic, offensive, an encroachment on the rights of other residents, and will not be tolerated. Any animal droppings by accident must be removed immediately by the pet owner, using a sealed plastic bag or other container. Animals are positively not permitted in the clubhouse or pool/patio area. Pet population shall be restricted

to two (2) indoor cats or one (1) small dog (mature weight 20 lbs.), and no exotic animals. (Amended 11/19/11)

AUTOMOBILES

Vehicles must not park anywhere on the boulevard and streets except in the spaces so provided. Curbside and lawn parking is not permitted. The carports are for the exclusive use of vehicles registered as passenger vehicles. Unattended tandem parking is hazardous and not permitted. Guest automobiles shall use the nearby guest parking areas. Owners' second passenger registered vehicles must use the guest spaces on the boulevard, and not the two-space guest areas at the east and west ends of the blocks. RVs, trucks, and other large vehicles must park south of the clubhouse building. The speed limit within the property is fifteen (15) MPH. Motorcycles and motorbikes are not permitted.

No Commercial vehicles may be parked or stored on the condominium property. For the purpose of this restriction, a "commercial vehicle" is any vehicle bearing commercial lettering, advertisement, logo or commercial equipment, or which, in the reasonable opinion of the Board of Director, is evidently used for commercial purposes. Notwithstanding any provisions hereof, a commercial vehicle may park on the condominium property while actually providing a professional or commercial service to a unit, unit occupant or the Association.

SIGNS

No signs or advertising material shall be displayed in or on any automobile, structure, or lawn. 03/09

If a villa is for sale or rent, a small sign 8"x11" may be displayed in one front window with the words "FOR SALE" or "FOR RENT" written or printed thereon. However, villa owners having an "OPEN HOUSE" may temporarily use a real estate sign posted at the entrance of the appropriate block, and in front of the villa, to direct prospective clients. Villa owners must make arrangements with the real estate person on duty to direct all prospective clients to the nearby parking areas.

THESE RULES AND REGULATIONS HAVE BEEN ADOPTED BY THE BOARD OF DIRECTORS OF STRATHMORE VILLA SOUTH ASSOCIATION, INC., pursuant to the Association Declaration of Condominium, Article XIV; the By-Laws, Article IV Section 1; Chapter 718 of the Florida Statutes, and as such shall be enforceable.

ADOPTED on October 24, 2008, and supersede any previous issue.

Revised 10/24/08

APPENDIX A (Amended 9/24/10)

Typical Parts of a Roof

. Roof Truss – the skeleton of the roof. A framework of beams that supports the roof.

- **. Decking or Sheathing** Panels that cover the rafters and to which the roofing materials (shingles, metal panels, etc.) are attached.
- **. Underlayment** Often called tarpaper this heavy felt paper or synthetic membrane is placed on top of the decking before the top material (shingles, tile, metal, etc.) is installed to over an additional layer of protection from moisture.
- **. Drip Edge** Edging (usually metal) that is placed at the ends of the roof deck to allow water to run off and drip clear of underlying construction.
- **. Eaves** The edge of a roof (usually overhanging beyond the edge of the house).
- **. Fascia** Trim used to cover the rafter end of the eaves. Often where gutters are attached to the house.
- . **Soffit** A finished underside of the eaves. Covers the area between the end of the eaves and the building.

(Amended 9/24/10)

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