

54
Prepared by and Return to:
William A. Dooley, P.A.
2042 Bee Ridge Rd.
Sarasota, FL 34239



**CERTIFICATION OF DECLARATION OF CONDOMINIUM, VENICE BEACH ONE
AND
AMENDED AND RESTATED BYLAWS VENICE BEACH APARTMENTS ONE, INC.**

The undersigned President of Venice Beach Apartments One, Inc. hereby certifies that the attached Declaration of Covenants and Restrictions of Venice Beach One Condominium and the Amended and Restated Bylaws of Venice Beach Apartments One, Inc. were approved and adopted at the special meeting of the Association Membership held on November 22, 2019.

Dated on the 14 day of April 2021.

Venice Beach Apartments One, Inc.

BY: Its President

Barry S. Josephson
Barry S. Josephson

Signed, sealed, and delivered in the presence of:

Barbara J. Prinz
SIGNATURE

BARBARA J. PRINZ

PRINT NAME

Joann Kersey
SIGNATURE

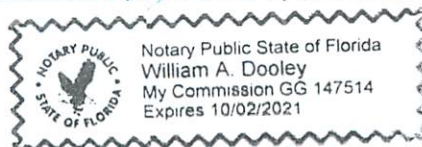
JOANN KERSEY

PRINT NAME

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 14 day of April, 2021 by Barry S. Josephson, President who is personally known to me or who has produced _____ as identification.

William A. Dooley
WILLIAM A. DOOLEY, NOTARY



Prepared by and return to:
William A. Dooley
2042 Bee Ridge Road
Sarasota, Florida 34239
Phone: (941)-556-7200

**DECLARATION OF CONDOMINIUM
OF
VENICE BEACH ONE, A CONDOMINIUM**

This Declaration of Condominium is made by VENICE BEACH APARTMENTS ONE, INC., a Florida corporation with its principal office located in Venice, Sarasota County, Florida (herein "the Association"), for itself and its successors, grantees and assigns.

WHEREAS, the Association owns buildings and has an ownership interest in the land underlying the buildings more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, the ownership of the buildings and specific ownership interest in the land has thus far been by VENICE BEACH APARTMENTS ONE, INC., a Cooperative under the Cooperative Act, Chapter 719, Florida Statutes; and

WHEREAS, the Association wishes to submit the buildings described above to condominium ownership pursuant to Chapter 718, Florida Statutes, as amended from time to time.

NOW, THEREFORE, the Association declares the following:

**ARTICLE 1.
DEDICATION**

1.1 RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

1.2 PROPERTY BOUND. The Association hereby submits that certain property in the County of Sarasota, State of Florida, which property is more particularly described in Exhibit "A" attached hereto, all easements, rights and appurtenances belonging thereto, and all other property, personal or fixed, located on and intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as amended from time to time (herein "the Condominium Act"). The Condominium shall be known and identified as VENICE BEACH ONE, A CONDOMINIUM (herein "the Condominium").

"The Land" of the Condominium shall mean the buildings as described above, including

the Units within and the airspace of the same.

1.3 COVENANTS RUNNING WITH THE LAND. All the restrictions, reservations, covenants, conditions, easements, and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Owners, their successors and assignees. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the Bylaws of the Association. Both the benefits provided, and the burdens imposed shall run with each Unit and the interests in the Common Elements.

ARTICLE 2. DEFINITIONS

For all purposes, the terms used in this Declaration of Condominium, the Articles of Incorporation and Association Bylaws shall have the meanings stated in the Condominium Act (Section 718.103, Florida Statutes) and as set forth below, unless the context otherwise requires. Also, throughout the Declaration of Condominium, Articles of Incorporation and Association Bylaws, whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of either gender shall be deemed to include both genders. Where terms are not defined in the Condominium Act or the Condominium Documents, they shall be defined by the Association's Board of Directors, which may provide any reasonable definition of the term or may adopt any dictionary definition:

2.1 "ARTICLES OF INCORPORATION" means the Articles of Incorporation of the Association, which are attached hereto as Exhibit "B."

2.2 "ASSESSMENT" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against any Owner.

2.3 "ASSOCIATION" means VENICE BEACH APARTMENTS ONE, INC., a corporation not for profit organized under the laws of the State of Florida, and its successors and assigns.

2.4 "ASSOCIATION PROPERTY" means real or personal property titled or owned by the Association. This includes an ownership interest in the land underlying the buildings more particularly described in Exhibit "A."

2.5 "BOARD" means the Board of Directors of the Association.

2.6 "BYLAWS" means the Bylaws of the Association, which are attached hereto as Exhibit "C."

2.7 “COMMON ELEMENTS” means the portions of the Condominium Property not included in the Units. References to “Common Elements” include “Limited Common Elements” unless the context otherwise requires.

2.8 “COMMON EXPENSES” means all expenses properly incurred by the Association in the performance of its duties.

2.9 “CONDOMINIUM” means that form of ownership of Condominium Property under which Units in the Condominium Buildings are subject to ownership by different Owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements.

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

2.11 “DECLARATION” means this Declaration of Condominium, as amended from time to time.

2.12 “LIMITED COMMON ELEMENTS” means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified in this Declaration and exhibits hereto.

2.13 “MEMBER” means and refers to any person, natural, or corporate, who is an Owner.

2.14 “OWNER” means a record Owner of legal title to a Unit.

2.15 “UNIT” means a part of the Condominium, which is subject to private, exclusive ownership as more fully set forth and defined herein.

ARTICLE 3. DESCRIPTION OF CONDOMINIUM

3.1 SURVEY. A survey of the land and a graphic description of the improvements in which Units are located which identifies each Unit by letter, name or number, so that no Unit bears the same designation as any other Unit, and a plot plan thereof, all in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, are attached hereto, incorporated herein and marked Exhibit “A.”

3.2 UNIT BOUNDARIES. Each Unit, which term as used in this paragraph concerning boundaries shall include that part of each Unit lying within the perimetrical (vertical) and horizontal boundaries as established by the Plat, which by way of illustration and clarification shall be as follows:

A. The upper and lower boundaries of the Unit shall be the following boundaries:

1. upper boundaries – the planes of the underside of the finished and undecorated ceilings of the Unit extended to meet the perimeter boundaries.

2. lower boundaries – the planes of the upper side of the finished and undecorated surface of the floors of the Unit extended to meet the perimeter boundaries.

B. The perimeter boundaries of the Unit shall be the finished and undecorated interior surfaces of the perimeter walls of the Unit as shown on the Survey attached hereto as Exhibit “A,” and shall include the Unit’s doors and windows.

C. All glass, framings, casings, screens, and hardware of windows and doors, including the doors and windows themselves, are part of the Unit.

D. The Unit shall not be deemed to include any pipes, wiring ducts or other utility installations that are physically within the above-described boundaries, but which serve other Units or the Common Elements. Such utility installations shall be Common Elements.

3.3 LIMITED COMMON ELEMENTS. The Limited Common Elements reserved for exclusive use of a Unit or Units served or to which they may be assigned, include:

A. Lanais as shown on the Survey attached hereto as Exhibit “A.”

B. All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, air conditioning lines, wires, pipes and conduits outside of the Unit but serving only the respective Unit; all electric lines between the Unit and its individual service panel or meter, and all water and waste lines between the Unit and the main distribution lines.

C. All other Limited Common Elements shown on Exhibit “A.”

3.4 COMMON ELEMENTS. Common Elements includes without limitation the following:

A. All Condominium Property not included in the Units.

B. Tangible personal property required for the maintenance and operation of the Condominium even though owned by the Association.

C. Easements for ingress and egress as set forth herein.

ARTICLE 4.
PERCENTAGE OF OWNERSHIP OF THE COMMON
ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS

Each Owner shall be liable for a proportionate share of the Common Expenses, such share being the same as the undivided share in the Common Elements appurtenant to said Owner's Unit.

The percentage of ownership and the undivided shares of the respective Units in the Common Elements, and the manner of sharing Common Expenses and owning Common Surplus shall be as follows:

Units 1, 2, 3, 4, 10, 11, 12, 18, 19, 20	5.6% Two Bedroom
Units 5, 6, 7, 8, 9, 13, 14, 15, 16, 17	4.4% One Bedroom

ARTICLE 5.
MAINTENANCE, REPAIRS AND REPLACEMENT

5.1 BY THE ASSOCIATION. The Association shall maintain, repair and replace as part of the common expense all of the common elements, including but not limited to the exterior walls, roofs, foundations and slabs of the unit buildings, except those portions of the common elements which are to be maintained, repaired and replaced the unit owners as provided hereinafter, and except for such interior improvements to storage areas as may be made by respective unit owners. The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the common elements or to another unit. If the board of directors determines that any maintenance, repair, or replacement required to be made by the Association was necessitated by the carelessness, negligence, or intentional act of a unit owner, his lessees, invitees, or guest, the cost of such maintenance, repair, or replacement shall be the responsibility of the unit owner and shall be payable by such unit owner withing 30 days after delivery of written notice thereof. Neither the Association nor any unit owner shall be liable for any damage to the property or person of any other unit owner or occupant caused by water intrusion into a unit through the common elements or from another unit resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source, unless the Association or unit owner is guilty of gross negligence or willful and wanton misconduct.

5.2 BY THE UNIT OWNERS. Each unit owner shall maintain, repair and replace everything within the confines of his unit which is not part of the common elements (except as otherwise provided herein), including but not limited to:

- a) Paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceiling;
- b) All built-in shelves, cabinets, counters, storage areas, and closets;
- c) All refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus;
- d) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only the respective unit; all electric lines between the unit and its individual service panel or meter, and all water and waste lines between the unit and the main distribution lines;
- e) The heating and air conditioning system serving the unit including those parts of the system which are located outside of the boundaries of the unit;
- f) All windows, screening, and doors, including sliding glass doors (glass in sliding glass doors must be replaced only with tempered glass);
- g) All interior doors, walls, partitions, and room dividers and;
- h) All furniture, furnishings and personal property contained within the respective unit.

To promptly pay, upon receiving notice of the same, the expenses of repair, damage or replacement, as determined by the Board, to any property in another Unit or the Common Elements, caused by the negligence, carelessness, or other acts of the Owner of the Owner's household, servants, tenants, visitors and invitees. In the event the Owner fails to make such payments, the Board is authorized to assess the same against the Owner's Unit and enforce payment thereof under the provisions of this Declaration.

5.3 RIGHT OF ACCESS. The Association shall have a right of access to the unit as provided in the condominium act. If damage to the common elements results from the negligence of a unit owner, the cost of repairs or maintenance resulting from such negligence shall be the responsibility of the negligent unit owner and shall be payable within 30 days after delivery of written notice thereof to the unit owner. If the Association is required to take legal action to collect that amount for the cost of any repairs it shall make to the unit, the Association shall be entitled to collect that amount for the cost of any repairs it shall make to the unit, the Association

shall be entitled to collect the repair expenses plus interest at the maximum rate allowed by law and reasonable attorneys' fees (including appellate actions) incurred by the Association in the collection thereof.

ARTICLE 6. ASSESSMENTS

6.1 ESTABLISHMENT. The Board shall fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses of the Condominium, the Common Expenses of the Association, and such other Assessments as are specifically provided for in this Declaration of Condominium, the Articles of Incorporation, the Bylaws or by law, including special Assessments necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Common Expenses include all expenses of the operation, maintenance, repair, replacement and protection of the Common Elements, certain Limited Common Elements and Association Property; the expenses of operating the Association and any other expenses properly incurred by the Association for the Condominium; land lease payments; taxes; insurance; utilities; salaries of and payment to employees, vendors, and contractors; and other amounts as determined by the Board, including any amounts budgeted for the purpose of funding reserve accounts. All Assessments shall be payable in monthly installments or quarterly installments, as determined by the Board. In the event the Board fails to levy a new Assessment, the Owners agree to pay the current amount until a new amount is determined.

6.2 INTEREST AND LATE CHARGE, APPLICATION OF PAYMENTS. Assessments and installments on such Assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when first due until paid. The Association may also charge an administrative late fee not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each installment of the Assessment or special Assessment or for each delinquent installment that the payment is late. All payments upon account shall be first credited to interest, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the Assessment or special Assessment payments first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

6.3 LIEN FOR ASSESSMENTS. The Association shall have a lien on each Unit to secure the payment of unpaid Assessments and special Assessments which are due, and which may accrue subsequent to the recording of the claim of lien in the public records, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. No such lien shall continue for a period longer than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is

commenced in a court of competent jurisdiction. Such lien shall be executed and recorded in the Public Records of Sarasota County, Florida, and perfected as provided by Section 718.116(5), Florida Statutes. A claim of lien for Assessments or special Assessments shall be foreclosed in the same manner as a mortgage on real property, and the institution of a foreclosure proceeding shall be brought in the name of the Association. The Association is also authorized to bring an action to recover a money judgment for the unpaid Assessments or special Assessments without waiving any claim of lien. The Association's attorney is authorized to recover its reasonable attorneys' fees incurred in either action. Upon payment in full, the person making the payment is entitled to a satisfaction of lien.

6.4 LIABILITY FOR ASSESSMENTS. The liability for Assessments or special Assessments may not be avoided by waiver of the use or enjoyment of any Common Element, Association Property, or the abandonment of the Unit for which the Assessments are made. An Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments and/or special Assessments which come due while he or she is the Owner. Additionally, an Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title of the Unit. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner.

6.5 ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT. If an Owner shall be in default in the payment of an installment of an Assessment, the Board may accelerate the remaining installments of the Assessment upon not less than twenty (20) days' notice to the Owner, delivered by certified mail, return receipt requested, and then the total unpaid balance of the annual Assessment shall come due and payable upon the date stated in the notice. If determined in the best interest of the Association, the Board may by written notice to the Owner decelerate amounts previously accelerated.

6.6 APPOINTMENT OF RECEIVER TO COLLECT RENTAL. If the Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent, the expenses of such receiver to be paid by the party which does not prevail in the foreclosure action.

ARTICLE 7. THE 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 VENICE BEACH APARTMENTS ONE, INC., of which Association each Owner shall be required to be a Member. The Condominium will be operated pursuant to the Bylaws of the Association, a copy of which is annexed hereto and marked Exhibit "C."

7.1 LIMITATION OF LIABILITY OF ASSOCIATION. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship, or any other reason connected with any additions, alterations or improvements done by or on behalf of any Owners, regardless of whether or not same shall have been approved by the Association pursuant to the provisions hereof.

7.2 APPROVAL OR DISAPPROVAL OF MATTERS. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

7.3 ACTS OF THE ASSOCIATION. Unless the approval or action of Owners, and/or a certain specific percentage of the Board is specifically required in this Declaration, the Articles of Incorporation or Bylaws of the Association, or any applicable Rules and Regulations, or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

7.4 VOTING RIGHTS. The Members of the Association are entitled to one (1) vote for each Unit owned by them.

ARTICLE 8.

INSURANCE; RECONSTRUCTION OR REPAIR AFTER CASUALTY

The Association must provide insurance as required by the Condominium Act, including primary coverage for all portions of the Condominium Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.

The coverage paid for by the Association must exclude all personal property of an Owner or occupant within the Unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit. Such property and any insurance thereupon are the responsibility of the Owner.

The Association may purchase such other insurance as determined by the Board to be necessary or appropriate, which shall be paid as a Common Expense.

Reconstruction or repair after a casualty shall be performed as provided for in Section 718.111(11) of the Florida Statutes, as amended from time to time.

ARTICLE 9. USE RESTRICTIONS

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

9.1 AGREE TO COMPLY. Each Owner does hereby agree to promptly observe and comply with, at his or her own expense, the Bylaws, Articles of Incorporation, Association rules and regulations, and this Declaration, all as amended from time to time, as well as all statutes, ordinances, rules and regulations promulgated by any governmental body having jurisdiction over the Condominium, including but not limited to those of Sarasota County for the prevention of fire. Each Owner is responsible for requiring that the same be faithfully observed by his or her family, guests, employees and tenants.

9.2 SINGLE FAMILY RESIDENTIAL USE. Each of the Units shall be occupied only by the Owner and/or the Owner's tenants, servants and family, as a residence and for no other purpose. No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first obtaining one hundred percent (100%) consent of all Owners. No Owner shall alter the interior structure of a Unit, including but not limited to moving or removing inside walls, without the prior written consent of the Board.

9.3 CORPORATE OWNERSHIP. Each Unit owned by a corporation may be occupied only by persons approved by the Board in writing, and such approval shall be granted to carry out the use of the Unit for residential purposes, and not temporary or transient tenancy. Corporately owned Units shall be used as residences, not as vacation or hotel accommodations.

9.4 AGE. This is a housing facility for older persons. Pursuant to pertinent federal law, at least eighty percent (80%) of the Units shall have at least one person who is fifty-five (55) years of age or older. The Board shall have the authority to adopt reasonable rules and regulations to enforce this amendment including but not limited to the right to require potential occupants to provide proof of their age upon Board request. The Board reserves the right to deny occupancy to any person where such occupancy would cause the Association to not qualify as housing for older persons under federal law.

9.5 USE OF COMMON ELEMENTS. The Common Elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

9.6 NUISANCES. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is a source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. No Owner shall permit any use of his or her Unit or of the Common Elements which will increase the rate of insurance upon the Condominium Property.

9.7 LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part of it and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

9.8 LEASING. An Owner may not lease a Unit for less than ninety (90) days. A lease of a Unit for ninety (90) days or longer will require Board approval. Application for approval must be in writing setting forth the name and address of the proposed tenant(s), including all occupants, and such other information as the Board shall reasonably require. The Association may impose a fee not to exceed one hundred dollars (\$100.00) per applicant or as permitted by law with the giving of notice of intention to lease a Unit. Said screening and application fee is to be set by the Board and in compliance with applicable law.

The Board will then have thirty (30) days to approve or disapprove. In the event the Board fails to act during the thirty (30) day period, the applicant will be automatically approved. Approval shall not be denied any person who is an Owner's lawful spouse or related to an Owner by blood within the second degree. No liability shall be incurred by the Board by reason of approval or disapproval. The Board may require an interview in person or by phone of a proposed tenant or occupant.

9.9 OWNERSHIP. No person or entity shall own more than one Unit. Notwithstanding the foregoing, a second Unit may be purchased by an Owner as long as said Owner has a written agreement to sell the first Unit within a reasonable amount of time as determined by the Board.

9.10 RULES AND REGULATIONS. Reasonable rules and regulations concerning the Units and Condominium Property may be made and amended from time to time by the Board.

9.11 ELECTRICAL APPARATUS. No electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception in other Units.

9.12 PARKING No open-bed, closed trucks or RVs owner or rented by Owners, Tenants, Occupants, or guests are to be parked on the premises, nor is there allowed any overnight

sleeping in any size vehicle on the premises without prior written Board approval. Bicycles are only permitted in the designated bike area.

9.13 PETS No Owner, occupant or guest shall permit a pet to occupy a Unit or the Common Elements.

9.14 FLOOR COVERING Hard surfaced flooring is permitted in all Units, throughout the entire Unit. However, those units shall install a cork underlayment or superior type of sound proofing when available to prevent sound transmission through the property due to the hard-surfaced flooring. The Board may adopt rules and regulations regarding such flooring and requiring Board review and approval prior to installation.

9.15 RULES AND REGULATIONS. Reasonable rules and regulations concerning the Units and Condominium Property may be made and amended from time to time by the Board.

9.16 CLOTHES DRYING AND HANGING. No clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the Common Elements, except by the Association, and no clothes, rugs, draperies, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.

9.17 ANTENNAS, AERIALS, ETC. Without the prior permission of the Board, no television antenna, air conditioner, aerial or structure of any sort shall be erected, constructed or maintained on the exterior of any building, except for those structures that form a part of the original building. Notwithstanding anything to the contrary herein, as required by federal law a satellite dish television antenna one meter (39.37 inches) in diameter or less, a multipoint distribution system (MDS) television antenna one meter (39.37 inches) or less in diameter or diagonal measurement or a standard television antenna may be installed by an Owner on an area in which the Owner has exclusive use, subject to any rules that may be adopted from time to time by the Board as to the appearance and location of antennas, provided that no such rule may preclude reception of an acceptable quality signal; unreasonably increase the cost of installation, maintenance or use of the antenna; or unreasonably delay or prevent the installation, maintenance or use of the antenna.

9.18 SMOKING POLICY. Smoking is absolutely prohibited within a Unit and on Common Elements.

ARTICLE 10. TRANSFER, SALE, OR LEASE OF A UNIT; MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Condominium Units, the transfer, sale and leasing of a Unit by

an Owner shall be subject to the following provisions:

10.1 SUBJECT TO APPROVAL. No Owner may lease or dispose of a Unit or any interest therein by sale without prior approval of the Association; including by gift, devise, inheritance, or other transfer, unless otherwise provided for in Section 10.3 below. The Board may impose a fee in connection with the screening of the proposed lease, sale, or transfer, provided, however, that the fee shall not be in excess of one hundred dollars (\$100.00) or as otherwise provided by law. No charge shall be made in connection with an extension or renewal of a lease.

10.2 APPLICATION. Any application for such approval must set forth the name and address of the proposed purchaser(s) or tenant(s), together with at least three (3) business/financial and three (3) personal references for the proposed purchaser(s) or tenant(s). The Board shall then have thirty (30) days within which to investigate and during which they may approve or disapprove the proposed lease, sale, or transfer. In the event the Board fails to act in said thirty (30) day period, then the proposed lease, sale, or transfer shall be deemed approved.

10.3 EXCEPTION. Transfer of ownership shall not require Board screening and approval if such transfer results from the death of the Owner if the transferee was the Owner's lawful spouse or related to him or her by blood within the second degree.

ARTICLE 11 AMENDMENTS OF DECLARATION

11.1 AMENDMENT. Notice of the subject matter and text of a proposed amendment shall be included in or with the notice of the Members' meeting at which the proposed amendment will be considered. An amendment may be proposed by the Board or by not less than twenty percent (20%) of the membership. This Declaration may be amended at any time by the affirmative vote of fifty-one percent (51%) of the voting interests present and voting in person or by proxy at a duly called meeting of the membership.

11.2 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Association and attested by the Secretary or Assistant Secretary of the Association, with all the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

11.3 LIMITATION ON AMENDMENT. No amendment shall discriminate against any Unit Owner nor against any Unit or class or groups of Units unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it, nor change the Owner's share of the Common Expenses or common surplus; and no amendment shall change the voting rights of the Members, unless the record Owner of

the Unit and all record owners of first mortgages thereon shall join in the execution of the amendment.

ARTICLE 12. BYLAWS

The operation of this Condominium shall be governed by the Bylaws. The Bylaws may be amended as provided in the Bylaws.

ARTICLE 13. REMEDIES FOR VIOLATIONS

13.1 NEGLIGENCE. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premium occasioned by use, misuse, occupancy or abandonment of a Unit or its Appurtenances, or of the Common Elements, by the Unit Owner, a member of his family, or his or their guests, employees, agents or lessees.

13.2 COMPLIANCE AND DEFAULT. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration of Condominium, Articles of Incorporation, Bylaws and rules adopted by the Board. Failure of a Unit Owner to comply therewith shall entitle the Association or any Unit Owners to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. The Association shall arbitrate prior to litigation in such instances and manner as required by state law. Also, the Association may levy fines for enforcement of rules and restrictions after notice and opportunity for a hearing and subject to limits, as provided in the Association Bylaws and by Association rule in accordance with the requirements of state law.

13.3 COSTS AND ATTORNEYS' FEES. In any proceeding arising out of an alleged failure of a Unit Owner to comply with the requirements of the Condominium Act, this Declaration of Condominium, the Exhibits attached hereto, or the rules adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees, including appellate attorneys' fees.

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

13.5 AUTHORITY TO LEVY FINES. In addition to other remedies provided to the Association for enforcement of the rules and restrictions, the Association may also levy a fine against any Unit Owner for failure of the Unit Owner or of a tenant, occupant, licensee or invitee to comply with this Declaration of Condominium, the Bylaws or Association rules.

13.6 ELECTION OF REMEDIES. All rights, remedies and privileges granted to the Association or an Owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium documents or under law.

ARTICLE 14. TERMINATION OF CONDOMINIUM

The Condominium may be terminated in the manner provided in the Condominium Act, as amended from time to time.

ARTICLE 15. EASEMENTS

Each of the following easements is a covenant running with the land of the Condominium:

15.1 UTILITY SERVICES; DRAINAGE. Easements are reserved under, through and over the Condominium Property as may be required for utility services and drainage in order to serve the Condominium. An Owner shall do nothing on or under the Unit that interferes with or impairs the utility services using these easements. The Directors shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, cables, conduits and other utility service facilities contained in or under the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided that such right of access shall not unreasonably interfere with the Owner's permitted use of the Unit, and entry shall be made on not less than one (1) days' notice except in the event of an emergency.

15.2 TRAFFIC. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may, from time to time be paved and intended for such purposes; and such easements shall be for the use and benefit of Owners, institutional mortgagees, or tenants, and those claiming by, through or under the aforesaid.

15.3 COVENANT. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination

of the Condominium, and may not be substantially amended or revoked in a way which would unreasonably interfere with their proper and intended use and purpose.

ARTICLE 16. RECREATIONAL AREA

The Owners of the Condominium shall be entitled to use the recreational area lying to the east of the property on which the Condominium is located. It is understood and agreed that such recreational area for such Owners is a nonexclusive use and that such recreational area may also be used by Venice Beach Apartments Two, Inc.

The cost of maintenance, upkeep, insurance, taxes and repairs on said recreational area shall be borne proportionately by the two Associations in proportion to the number of owners in each condominium.

ARTICLE 17. MISCELLANEOUS

17.1 SEVERABILITY. The invalidity or unenforceability in whole or in part of any restriction or any article, section, subsection, sentence, clause, phrase or word or other provision of this Declaration of Condominium, or any Exhibit attached thereto, shall not affect the remaining portions hereof.

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

17.3 BINDING EFFECT. All provisions of this Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration of Condominium is duly revoked.

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

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

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

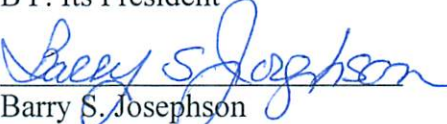
17.7 LIABILITY SURVIVES TERMINATION OF MEMBERSHIP. The termination of membership in the Association shall not relieve or release any former Owner from any liability or obligation incurred under or in any way connected with the Condominium during the period of ownership and membership or impair any rights or remedies which the Association may have against such former Owner, arising out of, or which is in any way connected with, such ownership and membership.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

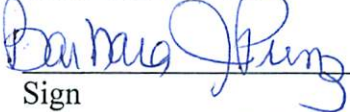
DATED this ___ of April 2021.

Venice Beach Apartments One, Inc.

BY: Its President


Barry S. Josephson

In the Presence of:


Sign
Barbara J. Prinz

Print Name


Sign
JOANN KERSEY

Print Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by President means of ☒ physical presence or ☐ online notarization, this 14th day of April, 2021 by BARRY S. JOSEPHSON, President who is personally known to me or who has produced _____ as identification.


Notary Public

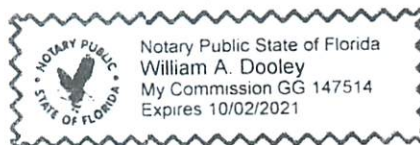
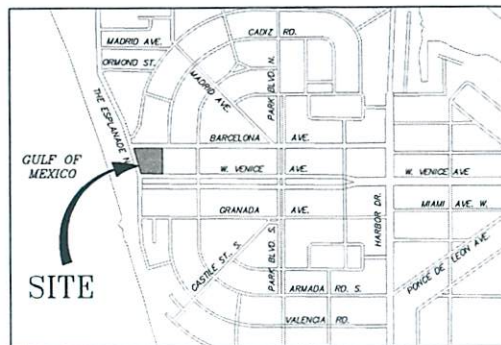


Exhibit "A"

UNIT DESCRIPTION AND NOTES

VENICE BEACH 1
A CONDOMINIUM

A CONDOMINIUM LYING IN A PORTION OF SECTION 12, TOWNSHIP 39
SOUTH, RANGE 18 EAST
SARASOTA COUNTY, FLORIDA



VICINITY MAP
NOT TO SCALE

UNIT DESCRIPTION AND NOTES

CONDOMINIUM BOOK _____ PAGE _____
SHEET 1 OF 4

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED
IN OFFICIAL RECORDS BOOK # _____, PAGE # _____
OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA

INDEX OF SHEETS

SHEET 1		COVER SHEET
SHEET 2		SURVEY AND PLOT PLAN
SHEET 3		BUILDING "A" PLAN VIEW
SHEET 4		BUILDING "B" PLAN VIEW

DESCRIPTION OF
CONDOMINIUM PROPERTY:

SURVEYOR'S NOTES:

CERTIFICATE OF SURVEYOR

STRAYER SURVEYING & MAPPING, INC.
LICENSED SURVEYOR BUSINESS NO. 6639

PRELIMINARY FOR REVIEW

ROBERT B. STRAYER, JR.
FLA SURVEYOR'S CERT. NO. 5027

EST. 1987
STRAYER
SURVEYING & MAPPING, INC.

742 Shamrock Boulevard
Venice, Florida 34293
(941) 496-9488
Fax (941) 497-6186

www.strayersurveying.com

A CONDOMINIUM LYING IN A PORTION OF SECTION 12, TOWNSHIP 39
SOUTH, RANGE 18 EAST
SARASOTA COUNTY, FLORIDA

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED
IN OFFICIAL RECORDS BOOK #_____, PAGE #_____.
OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA

- = CONCRETE MOUNTING FOUND (SIZE & L.D. NOTED)
- = CONCRETE MOUNTING SET (4"X4", L.B. #6332)
- = 3/8" CAPPED IRON ROD SET (L.B. #6332)
- = CAPPED IRON ROD FOUND (L.D. NOTED)
- = 1/2" IRON ROD FOUND
- = NAL. & DISK FOUND (L.D. NOTED)
- = NAL. & DISK SET (L.B. #6332)
- = FOUND METAL DISK (L.D. NOTED)
- = METAL DISK SET (L.B. #6332)
- = IRON PIPE FOUND (SIZE NOTED)
- = NAL. FOUND
- = K-CUT FOUND
- = FOUND DRILL HOLE
- (P) = PLAT DIMENSION
- (M) = MEASURED DIMENSION
- (C) = CALCULATED DIMENSION
- (D) = DECIDED DIMENSION

-OH- = OVERHEAD UTILITY LINES	P.L.S. = PROFESSIONAL LAND SURVEYOR
(TP) = TYPICAL	P.L.S. = LODGED SURVEYOR'S BILL
CONC. = CONCRETE	P.L.S. = LAND SURVEYOR
LD. = IDENTIFICATION	P.C. = POINT OF CURVATURE
A/C = AIR CONDITIONER	P.I. = POINT OF INTERSECTION
⊙ = UTILITY POLE	P.M. = POINT OF MISDEVELOPMENT
☎ = TELEPHONE RESER	R/R = RIGHT-OF-WAY
M = BLOWFLOW PUMP/VENT	N/A = CENTER LINE
⊕ = WATER GATE VALVE	U. & D. = UTILITY & DRAINAGE
⊞ = FIRE HYDRANT	
→ = GUY ANCHOR	

- P.L.S. - PROFESSIONAL LAND SURVEYOR
- L.B. - LICENSED SURVEYOR BUSINESS
- L.S. - LAND SURVEYOR
- P.C. - POINT OF CURVATURE
- P.T. - POINT OF TANGENCY
- P.I. - POINT OF INTERSECTION
- C.M. - CONC. MONUMENT
- R/O - RIGHT-OF-WAY
- C/L - CENTER LINE
- U. & D. - UTILITY & DRAINAGE



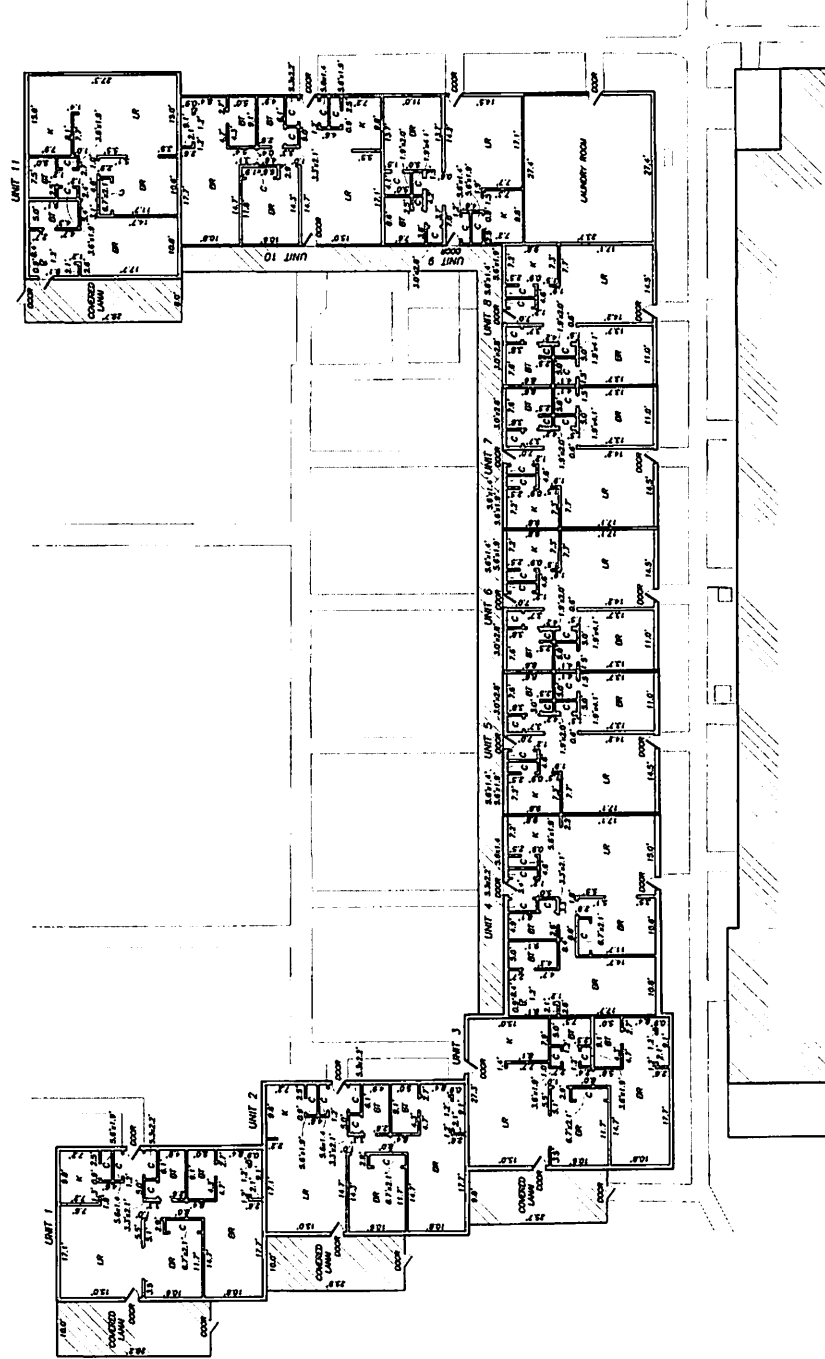
742 Shamrock Boulevard
Venice, Florida 34293
(941) 496-9488
Fax (941) 497-6186
www.strayersurveying.com

VENICE BEACH 1 A CONDOMINIUM A CONDOMINIUM LYING IN A PORTION OF SECTION 12, TOWNSHIP 39 SOUTH, RANGE 18 EAST SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK SHEET 3 OF 4

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED
IN THE PUBLIC RECORDS BOOK PAGE 1
OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA

BUILDING "A"
1" = 16'



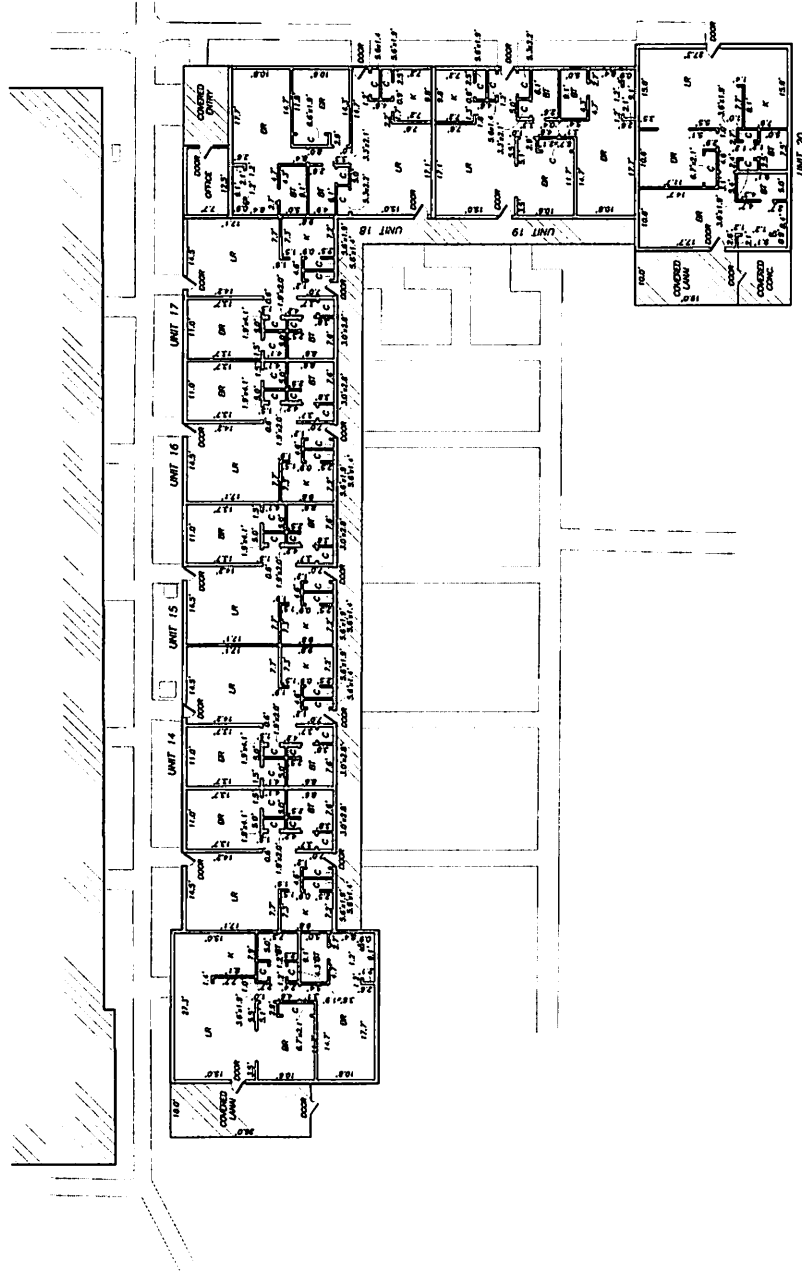
LEGEND
BR = BEDROOM
BT = BATHROOM
C = CLOSET
K = KITCHEN
LR = LIVING ROOM
D = DINING AREA

EST. 1987
STRAYER
SURVEYING & MAPPING, INC.
742 Shamrock Boulevard
Venice, Florida 34283
(941) 497-6168
Fax (941) 497-6166
www.strayersurveying.com

VENICE BEACH 1 A CONDOMINIUM

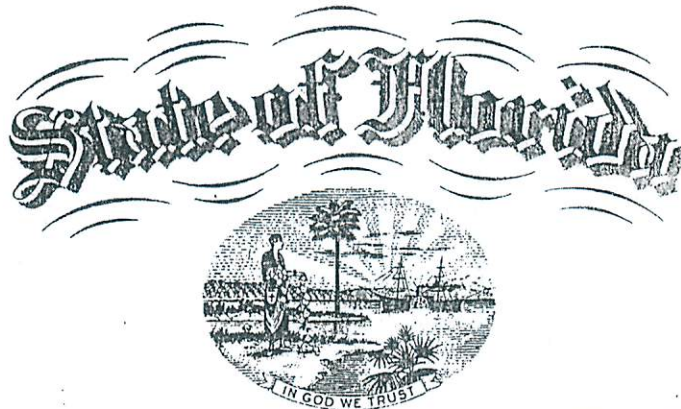
EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK PAGE 1 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA

A CONDOMINIUM LYING IN A PORTION OF SECTION 12, TOWNSHIP 39 SOUTH, RANGE 18 EAST SARASOTA COUNTY, FLORIDA



BUILDING "B"
1" = 16'

LEGEND
BR - BEDROOM
BA - BATHROOM
C - CLOSET
K - KITCHEN
LR - LIVING ROOM
D - DINING AREA



Office of Secretary of State.

J. Tom Adams, Secretary of State of the State of Florida,
do hereby certify that the above and foregoing is a true and correct copy of

CERTIFICATE OF INCORPORATION
OF
VENICE BEACH APARTMENTS ONE, INC.

a corporation not for profit organized and existing under the
Laws of the State of Florida, filed on the 10th day of October
A. D., 1961, as shown by the records of this office.

*Given under my hand and the Great Seal of
the State of Florida at Tallahassee, the Capital,
this the 10th day of October
A. D. 1961*

J. Tom Adams
Secretary of State

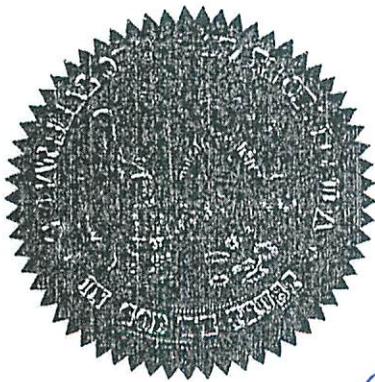


Exhibit "B"

(d) To enter into, make and perform contracts of every kind and description with any person, firm, association, corporation, municipality, county, state, body politic or government or colony or dependency thereof.

(e) To borrow or raise moneys for any of the purposes of the corporation and, from time to time, without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

(f) To carry out all or any part of the aforesaid objects and purposes, and to conduct its business in all or any of its branches, in the State of Florida and in the District of Columbia, and in any or all states of the United States of America; and to maintain offices and agencies in the State of Florida, the District of Columbia, and in any or all states of the United States.

(g) The foregoing objects and purposes shall, except when otherwise expressed, be in no way limited to or restricted by reference to, or inference from, the terms of any other clause of this or any other articles of this certificate of incorporation or of any amendment thereto, and shall each be regarded as

independent, and construed as powers as well as objects and purposes.

(h) The corporation shall be authorized to exercise and enjoy all of the powers, rights and privileges granted to or conferred upon corporations of a similar character by the provisions of Chapter 617.01 et seq., Florida Statutes, entitled "Corporations Not For Profit" now or hereafter in force, and to do any and all of the things hereinbefore set forth to the same extent as natural persons might or could do.

ARTICLE IV.

This corporation shall be organized without capital stock. Membership in the corporation and the transfer thereof shall be upon such terms and conditions as shall be provided in the By-Laws.

ARTICLE V.

The corporation is to have perpetual existence.

ARTICLE VI.

The names and places of residence of the subscribers are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
SHIRLEY F. GROVE	104 Coconut Drive, Fort Lauderdale, Fl
LOUISE KERR	124 Isle of Venice, Fort Lauderdale, Fl
RUTH HUGGINS	1936 Karen Drive, Fort Lauderdale, Fla

ARTICLE VII.

The business of this corporation shall be conducted by a Board of Directors of not less than three (3) Directors, the exact number of the Directors to be fixed by the By-Laws of this corporation.

ARTICLE VIII.

The names and post office addresses of the first Board of Directors and of the officers of this corporation who shall hold office until their successors are elected and have qualified are:

<u>Name</u>	<u>ADDRESS</u>	<u>Title</u>
Shirley F. Grove	104 Coconut Drive Fort Lauderdale, Florida	President and Director
Louise Kerr	124 Isle of Venice Fort Lauderdale, Florida	Vice-President, Treasurer and Director
Ruth Huggins	1936 Karen Drive Fort Lauderdale, Florida	Secretary and Director

ARTICLE IX.

During the first year of its corporate existence, the Board of Directors shall have the power and authority to make, alter and amend the By-Laws of the corporation; thereafter, the power and authority to make, alter and amend the By-Laws shall vest in the membership on such terms and with such delegated rights in the Directors as shall be expressly stated in the By-Laws.

ARTICLE X.

The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon members herein are granted subject to this reservation, it being provided, however, that said reserved right to amend, alter, change or repeal may be exercised only with the approval of three-fourths of the entire membership obtained by written consent or at a meeting called for such purpose.

ARTICLE XI.

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

To set apart out of any of the funds of the corporation

a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

By resolution or resolutions passed by a majority of the whole Board, to designate one or more committees, each committee to consist of two or more of the Directors of the corporation, which, to the extent provided in said resolution or resolutions or in the By-Laws of the corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the By-Laws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors.

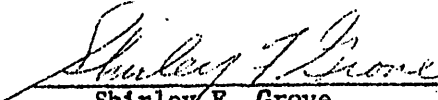
When and as authorized by the affirmative vote of three-fourths of the entire membership given at a meeting of the members duly called for that purpose, or when authorized by the written consent of three-fourths of the entire membership, to sell, lease or exchange or mortgage all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration as its Board of Directors shall deem expedient and for the best interests of the corporation.

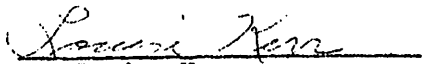
ARTICLE XII.

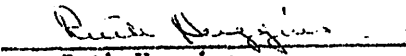
Meetings of members may be held without the State of Florida, if the By-Laws so provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside of the State of Florida at such place or places as may be from time to time designated by the Board of Directors or in the By-Laws of the corporation.

We, the undersigned, being the original subscribers and incorporators of the foregoing corporation, do hereby certify that the foregoing constitutes the proposed charter of VENICE BEACH APARTMENTS ONE, INC.

WITNESS our hands and seals this 5th day of October, 1961.

 (SEAL)
Shirley F. Grove

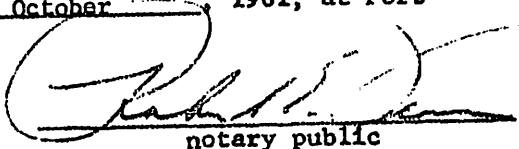
 (SEAL)
Louise Kerr

 (SEAL)
Ruth Huggins

STATE OF FLORIDA)
COUNTY OF BROWARD)

Personally appeared before me SHIRLEY F. GROVE, LOUISE KERR and RUTH HUGGINS, to me well known as the persons described in and who executed and subscribed to the foregoing Certificate of Incorporation and they acknowledged before me that they executed and subscribed to the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5th day of October, 1961, at Fort Lauderdale, Florida.


notary public

My Commission expires:

Nov. 27, 1963

Prepared by and return to:
William A. Dooley
2042 Bee Ridge Road
Sarasota, Florida 34239
Phone: (941)-556-7200

**AMENDED AND RESTATED BYLAWS
OF
VENICE BEACH APARTMENTS ONE, INC.**

**ARTICLE 1.
NAME**

These are the Amended and Restated Bylaws of VENICE BEACH APARTMENTS ONE, INC. (herein the "Association"), a corporation not for profit under the laws of the State of Florida, organized for the purpose of administering a Condominium (herein "the Condominium") located in Sarasota County, Florida.

1.1 PRINCIPAL OFFICE. The principal office of the Association shall be located at 5602 Marquesas Circle, #103, Sarasota, Florida 34233. The Association Board of Directors (herein "the Board") may change the location of the principal office of the Association from time to time.

1.2 CORPORATE SEAL. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit" and the year of incorporation. Alternatively, the words "Corporate Seal" or "Seal" may serve as the seal of the Association. In no event shall a seal be required to validate corporate actions unless specifically required by law.

**ARTICLE 2.
DEFINITIONS**

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

Exhibit "C"

ARTICLE 3.
MEMBERSHIP AND VOTING PROVISIONS

3.1 MEMBERSHIP. Membership in the Association shall be limited to Owners in the Condominium. Such membership shall automatically terminate when such person is no longer an Owner in the Condominium.

3.2 CHANGE OF MEMBERSHIP. Change of membership in the Association shall be established by recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing record title to a Unit in the Condominium and the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument thus becomes a Member of the Association.

3.3 VOTING RIGHTS. The Members of the Association are entitled to one (1) vote for each Unit owned by them. The total number of votes ("voting interests") is equal to the total number of Units. The vote of a Unit is not divisible. The following persons shall be authorized to cast a vote on behalf of a Unit depending on the specified ownership interests:

A. If a Unit is owned by one natural person, the right to vote shall be established by the record title to the Unit.

B. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Association.

C. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the Association.

D. If a Unit is owned by a partnership, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by at least one General Partner of the partnership and filed with the Association.

E. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any Owner of a Unit. If such a certificate is not on file, the vote of such Owners shall not be considered in determining the requirement for a quorum or for any other purpose. The voter named on such certificate is the only person authorized to vote by proxy even though the Unit is owned by more than one person or entity or is owned by an entity which is not a natural person.

Notwithstanding the foregoing, if a Unit is owned jointly by a married couple, they may designate a voting Member, or not having designated a voting Member, if only one is present at a meeting, that Owner may cast the membership vote, or if they are both present at a

conference participation. No other business may be transacted at the meeting until a quorum of the entire Board is present.

5.5 ORGANIZATIONAL MEETING. The organizational meeting of a newly-elected Board shall be held within ten (10) days of the membership meeting at which the Director election occurred, at such date, place, and time as shall be fixed by the Board. Notice of the organizational meeting shall be posted at the designated location on the Condominium Property at least forty-eight (48) continuous hours in advance of the meeting. The outgoing President will preside as Chairperson for the meeting until the election of the new President who shall thereupon assume the duties as chairperson for the remainder of the meeting.

5.6 REGULAR MEETINGS; NOTICE. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Except for meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings at which a quorum of Directors are in attendance shall be open to all Owners who may participate in accordance with the written policy established by the Board. Notice of all meetings at which a quorum of Directors are in attendance shall be posted at the designated location or locations on the Condominium Property (as designated by a duly-adopted Association Resolution) at least forty-eight (48) continuous hours in advance for the attention of the Members of the Association, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for an emergency meeting is known to the Association. All notices shall include an agenda for all known substantive matters to be discussed. Meetings at which Assessments are to be considered shall contain a statement that Assessments will be considered and the nature of such Assessments. Written notice of any Board meeting at which a special Assessment, or at which an amendment to rules regarding Unit use will be considered, shall be mailed, hand-delivered or electronically transmitted to the Owners not less than fourteen (14) continuous days prior to the meeting and posted at the designated location on the Condominium Property. Evidence of compliance with this fourteen (14) day notice shall be by affidavit of the person providing the notice and filed among the official records of the Association. The Members must be given written notice of the time and place of the meeting at which the Board will consider the annual budget. A copy of the proposed annual budget of Common Expenses and proposed Assessments must be mailed to the Members not less than fourteen (14) days prior to such meeting, together with the written notice of such meeting.

5.7 SPECIAL MEETINGS. Special meetings of the Board may be called by the President and must be called by the President or Secretary at the written request of a majority of the Directors. The request shall specifically incorporate an identification of agenda items. Special meetings of the Board shall be noticed and conducted in the same manner as provided herein for regular meetings. All notices of special meetings shall state the purpose of the meeting.

5.8 NOTICE TO BOARD MEMBERS/WAIVER OF NOTICE. Notice of Board meetings shall be given to all Directors personally or by mail, telephone, telegraph, or by

facsimile, which notice shall state the date, time, place and purpose of the meeting, and shall be transmitted not less than forty-eight (48) hours prior to the meeting. Additionally, a Director may consent in writing to receive notification by electronic transmission (email). Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

5.9 QUORUM. Except as otherwise provided in this Article, a quorum at meetings of the Board shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles of Incorporation, these Bylaws, or by law. Directors may not vote by proxy or by secret ballot at Board meetings, except that officers may be elected by secret ballot. At all other times, a vote or abstention for each Director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone. When a telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Board members and any Owners present in an open meeting.

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

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

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

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

- (a) Roll call
- (b) Reading of minutes of the last meeting
- (c) Consideration of communications
- (d) Resignations and elections

- (e) Reports of officers and employees
- (f) Reports of committees
- (g) Unfinished business
- (h) Original resolutions and new business
- (i) Adjournment

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

5.14 MINUTES OF BOARD MEETINGS. The minutes of all meetings of the Board shall be kept in a business-like manner and available for inspection by Owners, Board members, or their authorized representatives, at any reasonable time. The Association may post approved minutes on the Association's website. The Association shall retain these minutes for a period of not less than seven (7) years or as otherwise required by the Condominium Act.

ARTICLE 6. POWERS AND DUTIES OF BOARD

The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles of Incorporation or these Bylaws may not be delegated to the Board by the Owners. These powers and duties of the Board shall include, but shall not be limited to, the following:

- A. To operate, care and maintain the Common Elements.
- B. To determine the expenses required for the operation of the Association.
- C. To collect land lease payments and other Assessments necessary for the Common Expenses of the Association.
- D. To employ personnel necessary for the operation of the Common Elements.
- E. To adopt rules and regulations covering the details of the operation of the Condominium.
- F. To maintain bank accounts, and purchase, lease or acquire Units in the name of the Association.
- G. To sell, sublet, transfer, mortgage or otherwise deal with the corporate assets, obtain insurance, borrow money on behalf of the Association when required in connection with capital improvements.

meeting and are unable to agree upon any subject requiring a vote, then there shall be no vote cast by the Unit on that particular subject at that meeting.

ARTICLE 4. MEMBERS' MEETINGS

4.1 ANNUAL MEETING. The annual meeting for the purpose of electing Directors and transacting any other authorized business shall be held in February of each year at 100 The Esplanade, Venice, Florida, or at such other date, time, and location as determined by the Board. At the annual meeting, the Members shall elect the Directors by a plurality vote (cumulative voting prohibited) and shall transact such other business as may be properly brought before the meeting.

4.2 SPECIAL MEETINGS. Special meetings of the Members may be called by the President, Vice President, or by a majority of the entire Board, and must be called by the President or Vice President upon receipt of a written request from a majority of the voting interests, which request shall state a valid purpose or purposes of the proposed meeting. The business conducted at a special meeting shall be limited to the matters identified on the meeting's published agenda.

4.3 NOTICE OF MEETING. Notice of a meeting of Members shall state the date, time, place and the purpose(s) for which the meeting is called. The notice shall include an agenda. A copy of the notice shall be conspicuously posted at the designated location on the Condominium Property not less than fourteen (14) continuous days before the membership meeting. The notice of any Members' meeting shall be sent by mail, hand-delivery or facsimile to each Owner unless the Owner waives in writing the right to receive notice of the meeting. The notice may be sent to an Owner by email if the Owner consents to such transmission. The delivery or mailing shall be to the address of the Member as it appears on the Association's official roster of Members. Each Member bears the responsibility of promptly notifying the Association of any change of address. The posting and providing of the notice shall occur not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of notice shall be given by affidavit of the person providing the notice where required by law.

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

4.5 ELECTRONIC TRANSMISSION. Notice of meetings of the Board, Members' meetings (except Owner meetings to recall Directors), and committee meetings may be given by electronic transmission to those Owners who consent to receive notice by electronic transmission. Also, in lieu of or in addition to the physical posting of notice of any meeting on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for

conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four (4) times every hour of each day that a posted notice is otherwise required under this section. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

4.6 QUORUM AND VOTING. A quorum at Members' meetings shall consist of persons entitled to cast not less than a majority of the votes of the entire membership. The acts approved by a majority of the votes present (in person or by proxy) at a Members' meeting at which a quorum is attained shall be binding upon all Members for all purposes, except where otherwise provided by law, the Declaration, the Articles of Incorporation, or these Bylaws. Owners may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by the applicable Bylaws or Declaration or any statute which provides for such action.

4.7 PROXIES. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person or persons authorized to cast the vote for the Unit and filed with the Secretary prior to the appointed time of the meeting, or before the time to which the meeting is adjourned. Any copy, facsimile transmission, or other reliable reproduction of the original proxy may be substituted or used in lieu of the original proxy for any purpose for which the original proxy could be used if the copy, facsimile transmission, or other reproduction is a complete reproduction of the entire proxy.

Where a Unit is owned jointly and no voting Member has been designated, any proxy must be signed by all Owners in order to designate a third person as proxy. Any person who has reached the age of majority may be named a proxy. A person named a proxy need not be an Owner.

4.8 LIMITED PROXIES. Except as specifically otherwise provided in this Section 4.8, Owners may not vote by general proxy, but may vote by use of a limited proxy. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies may be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Declaration, the Articles of Incorporation, or Bylaws; and for any other matter for which the Florida Condominium Act requires or permits a vote of the Owners. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for non-substantive matters or changes to items for which a limited proxy is required and given. No proxies, limited or general, can be used to elect the Board.

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

- (a) Call for Ballots not yet cast
- (b) Appointment of inspectors of election
- (c) Election of Directors
- (d) Call to order by President or Chairman
- (e) Calling of the roll and certifying of proxies
- (f) Proof of notice of the meeting or waiver of notice
- (g) Reading and disposal of any unapproved minutes
- (h) Reports of officers
- (i) Reports of committees
- (j) Unfinished business
- (k) New business
- (l) Adjournment

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

4.10 ADJOURNED MEETINGS. The Members who are present, either in person or by proxy, may adjourn any membership meeting from time to time as they deem appropriate. Any business that might have been transacted at the meeting as originally called may be transacted at an adjourned meeting without further notice to the Owners if the date, time and place of the meeting is announced prior to the adjournment of the meeting. A meeting may be adjourned by a majority of the votes present (in person or by proxy) at a Members' meeting.

4.11 MINUTES OF MEMBERSHIP MEETINGS. The minutes of all meetings of Owners shall be kept available for inspection by Owners or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years or as otherwise required by the Florida Condominium Act.

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

4.13 ONLINE VOTING. The Association may conduct elections and other Owner votes through an Internet-based online voting system if an Owner consents, in writing, to online voting and if the requirements specified in the Condominium Act regarding online voting are met.

4.14 ACTION WITHOUT A MEETING. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, provided the Association mails

or delivers a letter or similar communication to each Owner that explains the proposed action. The communication shall include a form of consent to permit each Owner to consent to the proposed action, and instructions on consent procedures. The Association may proceed with the proposed action without further notice and without a vote at a membership meeting provided consents in writing, setting forth the action so taken, are signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members entitled to vote thereon were present and voted. If the requisite number of written consents are received by the Secretary within ninety (90) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved by vote of the Members at a meeting of the Members held on the ninetieth (90th) day. Within thirty (30) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Members may also consent in writing to actions taken at a meeting by providing a written statement to that effect and their vote shall be fully counted as if present at the meeting.

ARTICLE 5. BOARD OF DIRECTORS

5.1 NUMBER AND TENURE. The affairs of the Association shall be governed by the Board. The Board shall consist of three (3) Directors, each with a one (1) year term of office. The term of each Director shall extend until the Director's successor is duly elected and qualified, or until the Director is removed as elsewhere provided in these Bylaws. In the event of resignation, removal for cause or inability to act by reason of disability, interim replacement Directors may be appointed by the Board to serve out the remainder of the term as specified in Section 5.4 below. Any Director may be removed as provided by law.

5.2 DIRECTOR QUALIFICATIONS. Every Director must be at least eighteen (18) years of age and a competent person under the law. All members of the Board shall be Members of the Association, spouses of Members, partners or officers of a partnership or corporation owning a Unit.

5.3 ELECTION OF DIRECTORS. The election of Directors shall be held at the annual membership meeting, in the manner provided by law and as follows:

A. At least sixty (60) days before a scheduled election, the Association shall mail or hand-deliver, whether by separate Association mailing or included in another Association mailing (including regularly published newsletters) to each Owner entitled to vote, a first notice of the date of the election. Any Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Association not less than forty (40) days before the scheduled election. If furnished to the Association by a Director candidate not less than thirty-five (35) days prior to the election, the Association shall include with the mailing of the second notice of election a one-sided candidate information sheet, not larger than eight and a half inches

(8½") by eleven inches (11"). The Association is not responsible for the content of the candidate information sheet. At least fourteen (14) days before and not more than thirty-four (34) days prior to the election meeting, the Association shall mail or hand-deliver a second notice of the membership meeting to all Owners entitled to vote, together with all timely-provided candidate information sheets and a written ballot which shall list alphabetically by surname all Director candidates who timely provided written notice to the Association. The Association shall pay the costs of mailing and copying of the candidate information sheets.

B. Additional written ballots will be available for use by those Owners attending the meeting in person. An Owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance, but no Owner shall permit another person to cast his or her ballot, and any such improperly cast ballot shall be deemed invalid.

C. If more persons are timely nominated than there are vacancies to be filled, the election shall be by secret ballot cast in the manner required by the Condominium Act. The nominees receiving the greatest number of votes cast shall be elected. Voting shall be non-cumulative. In the event of a tie vote, there shall be a runoff election as required by law. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies. In such a case, the candidates shall automatically be elected, and their names announced at the annual Members' meeting.

D. There shall be no quorum requirement for an election of Directors; however, at least twenty percent (20%) of the eligible voters must cast a ballot to have a valid election.

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

A. If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, even though less than a quorum, may at its discretion and when convenient appoint a successor, who shall hold office for the remaining unexpired term.

B. If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes, governing the method of selecting successors, and providing procedures for the operation of the Association during the period after the recall but prior to the designation of successor Directors sufficient to constitute a quorum.

For purposes of the foregoing provisions, in order to establish a quorum at the Board meeting held to elect a replacement Member to the Board, it shall be necessary only for a majority of the remaining Directors to attend the meeting, either in person or by telephone

H. To be responsible for the operation, care, upkeep and maintenance of the Common Elements.

I. To collect delinquent rent and Assessments by suit or otherwise, abate nuisance, and join or seek damages from Members for violations of these Bylaws, the Declaration, the Articles of Incorporation, and any rules and regulations.

ARTICLE 7. EMERGENCY BOARD POWERS

In the event of any “emergency” as defined in Section 7.G. below, the Board may exercise the emergency powers described in said Article, and any other emergency powers authorized by Sections 617.0207 through 617.0303, Florida Statutes, as amended from time to time.

A. The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers whom they assist during the period of the emergency, to accommodate the incapacity or absence of any officer of the Association.

B. The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

C. During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

D. Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association, and shall have the rebuttable presumption of being reasonable and necessary.

E. Any officer, Director, or employee of the Association acting with a reasonable belief that his or her actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

F. These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

G. For purposes of this Article only, an “emergency” exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subject to:

- (1) a state of emergency declared by local civil or law enforcement authorities;

- (2) a hurricane watch or warning;
- (3) a partial or complete evacuation order;
- (4) federal or state "disaster area" status; or
- (5) a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism.

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

ARTICLE 8. OFFICERS

8.1 EXECUTIVE OFFICERS. The executive officers of the Association shall be a President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. There may also be such Assistant Secretaries and Assistant Treasurers and one or more Vice Presidents as the Board may from time to time determine. Any person may hold two or more offices except that the same person shall not hold the office of President and Vice President, nor shall the President or Vice President also be Secretary or an Assistant Secretary. All Officers must be Directors.

8.2 PRESIDENT. The President shall be the chief executive officer of the Association and shall have all of the powers and duties that are usually vested in the office of president of an association. The President shall preside at all Board and membership meetings, except as otherwise provided herein, and shall sign all documents and instruments on behalf of the Association. The President shall have supervisory authority over the affairs of the Association and the other officers, and the power to appoint committees.

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

8.4 SECRETARY. The Secretary shall keep the minutes of all proceedings of the Board and the Members, shall attend to the giving of all notices to the Members and Directors and other notices required by law, shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed, and shall keep the records of the Association,

except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Board or the President. In the absence of the Secretary, an Assistant Secretary may perform the duties of the Secretary.

8.5 TREASURER. The Treasurer shall have custody of all funds of the Association, including money, securities and evidences of indebtedness, shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. The Treasurer shall, at the Board's option, submit a Treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of Treasurer and as may be required by the Board or the President. If a Finance Committee is appointed, the Treasurer shall be the chairperson of the Finance Committee. In the absence of the Treasurer, an Assistant Treasurer may perform the duties of the Treasurer.

8.6 DELEGATION OF FUNCTIONS. The Board may delegate any or all of the functions of the Secretary or Treasurer to a management agent, employee, accountant or other trained professional provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent, employee, accountant or other trained professional in the performance of such functions.

ARTICLE 9. COMMITTEES

9.1 APPOINTMENT AND REMOVAL. In addition to the authority of the President, the Board may by resolution create committees, including but not limited to a Finance Committee, and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may with or without cause remove committee members.

9.2 NOTICE. Any committee authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the Association budget, shall conduct their affairs in the same manner as provided in these Bylaws for Board meetings. All other committees may meet and conduct their affairs in private without prior notice or Owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the Owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

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

9.4 QUORUM. Unless otherwise provided in the resolutions of the Board designating the committee, a committee may meet only when a quorum (a simple majority) is present. The act

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

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

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

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

ARTICLE 10. COMPENSATION

There shall be no compensation for officers or Directors of the Association, except for reimbursement of expenses properly incurred by such officer or Director in furtherance of Association business.

ARTICLE 11. RESIGNATIONS

Any Director, officer or committee member may resign his or her position at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director, officer or committee member shall constitute an automatic resignation of such Director or officer without need for a written resignation. Within three (3) days of a resignation from his or her position, the former Director, officer or committee member must return all Association Property, including all Association records.

ARTICLE 12. FISCAL MANAGEMENT

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

12.1 ACCOUNTS. The receipts and expenditures of the Association shall be credited and charged to operating and reserve accounts in accordance with Florida law and generally acceptable accounting principles under the following classifications as shall be appropriate:

A. Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations.

B. Reserves for deferred maintenance and capital replacement, which shall include funds for maintenance items that occur less frequently than annually and funds for capital replacement. These accounts shall include, but are not limited to, roof replacement, building painting and pavement resurfacing, and any item of deferred maintenance or capital replacement which will cost more than ten thousand dollars (\$10,000). The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. The Association may adjust replacement reserve Assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. This subsection does not apply to an adopted budget in which the Members of the Association have determined, by a majority vote of those present at a duly called meeting of the Association, to provide no reserves or less reserves than required by this subsection. Any such waiver shall be effective for only one annual budget, and the vote must be taken annually in order to continue to waive the requirements. If a meeting of the Owners has been called to determine to provide no reserve or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves as included in the budget shall go into effect. The funds reserved in this account shall only be used for the purposes for which they are reserved unless their use for other purposes is approved in advanced by a vote of the majority of all voting interests of the Association.

C. Betterments, which shall include the funds to be used for capital expenditures for additional improvements that will be part of the Common Elements.

D. Operations, which shall include gross revenue from the use of Common Elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the Assessments for current expense for the year during which the surplus is realized, or, at the discretion of the Board, in the year following the year in which the surplus is realized. Losses from operations shall be met by budgeted or special Assessments against Condominium Owners, which Assessments may be made in advance in order to provide a working fund.

12.2 BUDGET. The Board shall adopt a budget of Common Expenses for the Condominium. Copies of the proposed budget, and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted, shall be mailed to or served on all Owners not less than fourteen (14) days before that meeting. The proposed budget must be detailed and must show the amounts budgeted by income and expense classifications.

A. The Directors shall fix and determine the sum or sums necessary and adequate to assess Owners for their share of the Common Expenses by virtue of a budget to be adopted by the Board. Common Expenses shall include expenses for the operation, maintenance; repair or

replacement of the Common Elements; costs of carrying out the powers and duties of the Association; all insurance coverage; and any other expenses designated as Common Expenses by the Directors or the Declaration. Funds for the payment of Common Expenses shall be assessed against Owners as provided in these Bylaws and the Declaration. Assessments shall be payable quarterly in advance and shall be due on the first day of each quarter unless otherwise ordered by the Directors. Assessments shall be made against unit owners quarterly, as aforesaid, in an amount required to provide funds in advance for payment of the anticipated current operating expenses and for unpaid operating expenses previously incurred. Special Assessments, if necessary, shall be levied in the same manner as regular Assessments and shall be payable in the manner determined by the Directors. All funds due under these Bylaws are Common Expenses.

B. If the Board adopts in any fiscal year an annual budget which requires Assessments against Owners which exceed one hundred fifteen percent (115%) of Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of the Members of the Association. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall hand-deliver to each Owner, or mail to each Owner at the address last furnished to the Association, a notice of the special meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement, and such affidavit shall be filed and maintained among the official records of the Association. Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of the Members of the Association. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled.

C. Any determination of whether the Assessments exceed one hundred fifteen percent (115%) of Assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for maintenance, repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property.

12.3 ASSESSMENTS. Common Expenses, Assessments and the budget which is the base for the Assessments shall be in accordance with law. If the annual Assessment proves to be insufficient, it may be amended at any time by an action of the majority of the Board. The unpaid assessments for the remaining portion of the year shall be due in equal quarterly installments on the first day of each subsequent quarter during the year for which the Assessment is made. If any annual Assessment is not made or required, a payment in the amount required by the last prior Assessment shall be due upon each Assessment payment date until changed by a new Assessment. Assessments shall be made in amounts no less than are required to provide funds in advance for the payment of all of the anticipated current operating costs and expenses and for all of the unpaid operating expenses previously incurred by the Association. If an annual budget is not adopted or notice of a budget or quarterly payment is not provided to the Owners, the

preceding budget or amount of quarterly payments shall continue until such budget is adopted or such notice is provided, as applicable.

12.4 SPECIAL ASSESSMENTS. The Board may levy special Assessments for expenses beyond those included in the annual budget. When the Directors determine the amount of any special Assessment, the Treasurer shall mail or present to each Member a statement of Assessment. All Assessments shall be paid to the Treasurer and, upon request, the Treasurer shall give a receipt for each payment received.

12.5 DEPOSITORY. The funds of the Association shall be kept in such bank or banks, savings and loan association or other federally insured depository or depositories as shall be designated from time to time by the Board. Withdrawal of funds from such accounts shall be only by electronic transfers approved by or checks or other appropriate instruments signed by such persons as are authorized by the Board.

12.6 FINANCIAL REPORTING. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within twenty-one (21) days after the financial report is completed by the Association or received by the Association from a third party, the Association shall mail to each Owner at the address last furnished to the Association by the Owner, or hand-deliver to each Owner, a copy of the financial report or a notice that a copy of the most recent financial report will be mailed or hand-delivered to the Owner, without charge, within five (5) business days after receipt of a written request from the Owner. Financial statements (whether it be a report of cash receipts and expenditures, a compiled financial statement, a reviewed financial statement or an audited financial statement) shall be based on the Association's total annual revenues as provided in Section 718.111(13) of the Florida Statutes. The Board may elect to provide a greater level of financial reporting than required by the Condominium Act. As provided in Section 718.111(13)(d), Florida Statutes, the Owners may vote to reduce the level of financial reporting prepared or caused to be prepared. Such a meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which such vote is taken, except that the approval may also be effective for the following fiscal year.

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

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

12.9 ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT. If an Owner shall be in default in the payment of an installment of an Assessment, the Board may accelerate the

remaining installments of the Assessment upon not less than twenty (20) days' notice to the Owner, delivered by certified mail, return receipt requested, and then the total unpaid balance of the annual Assessment shall come due and payable upon the date stated in the notice. If determined in the best interest of the Association, the Board may by written notice to the Owner decelerate amounts previously accelerated.

ARTICLE 13. ROSTER OF UNIT OWNERS

Each Owner shall file with the Association a copy of the recorded deed or other document showing his or her ownership of a Condominium Unit. The Association shall maintain such information and may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Each Owner shall provide and maintain with the Association the Owner's current mailing address, Unit identification, voting certifications, and telephone numbers. Each Owner has the duty to promptly notify the Association of any change of address or other pertinent information. The Association shall also maintain the electronic mailing addresses of Owners who consent to receive notice by electronic transmission. The electronic mailing addresses are not accessible to Owners unless an Owner consents in writing to the disclosure of this protected information. Only Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their ownership interest and shall waive in writing notice of such meeting.

ARTICLE 14. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall guide the conduct of the Association meetings when not in conflict with the Condominium Act, Florida Not For Profit Corporation Act, case law, the Declaration, the Articles of Incorporation, these Bylaws, or rules and regulations adopted from time to time by the Board to regulate the participation of Owners at Board, membership, and committee meetings, and to otherwise provide for orderly corporate operations. The failure to strictly conform to these rules of order shall not invalidate an otherwise validly undertaken action.

ARTICLE 15. AMENDMENTS

Except as otherwise provided elsewhere, these Bylaws may be amended in the following manner.

15.1 NOTICE. Notice of a proposed amendment shall be included in or with the notice of any meeting at which a proposed amendment is considered and such notice shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be indicated by strike throughs. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and strike throughs as indicators of words

added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

15.2 PROPOSAL AND ADOPTION. Adoption of a proposed amendment may be achieved by not less than sixty-five percent (65%) of the voting interests of the Association.

15.3 LIMITATION ON AMENDMENTS. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units without the consent of the mortgagees in each instance. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration.

15.4 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

ARTICLE 16. RULES AND REGULATIONS

The Board may promulgate reasonable rules and regulations to govern the use of the Condominium, its property, Association Property, the Common Elements and Units, provided that no such rule shall be inconsistent with any Owner right provided in the Declaration or these Bylaws.

ARTICLE 17. CONSTRUCTION AND CAPTIONS

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

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

ARTICLE 18. MANDATORY ARBITRATION OF DISPUTES

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

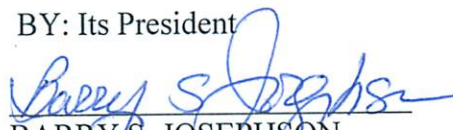
**ARTICLE 19.
DOCUMENT CONFLICT**

If any irreconcilable conflict should exist, or hereafter arise, the documents shall take precedence and prevail in the following order: (1) Declaration of Condominium; (2) Articles of Incorporation; (3) Bylaws; and (4) rules and regulations.

DATED this 14 of April 2021.

Venice Beach Apartments One, Inc.

BY: Its President


BARRY S. JOSEPHSON

In the Presence of:


Signature
Barbara J. Prinz

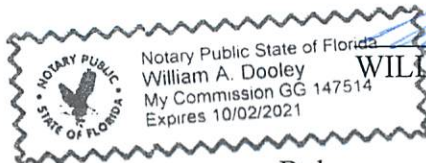
Print Name


Signature
JOANN KERSEY

Print Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence, this 14 day of April, 2021 by Barry S. Josephson who is personally known to me.




WILLIAM A. DOOLEY, NOTARY

Bylaws

Venice Beach Apartments One, Inc.

CONSENT OF MORTGAGEE TO THE
DECLARATION OF CONDOMINIUM OF VENICE BEACH ONE, A CONDOMINIUM

Northern Trust ("Mortgagee") being the owner and holder of an existing mortgage lien upon the following described land owned by Barry Josephson and Margaret Lee Dillon ("Mortgagor"):

100 The Esplanade N Unit #1, Venice, FL 34285

Described as the "Property" and also described in the attached Declaration of Condominium, as:

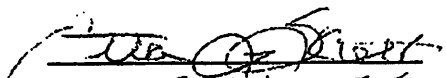
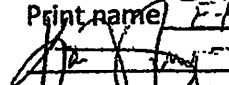
Does hereby consent to the Declaration and the attached Exhibits and Appendix, and to the recording of same for conversion of the Property from Cooperative form of ownership to Condominium form of ownership as provided in the Declaration under Florida Statute Chapter 718.

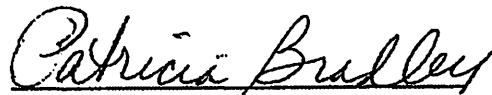
This consent shall not be construed or operate as a release of such mortgage or liens owned and held by the undersigned, or any part of the same.

IN WITNESS WHEREOF, the parties have executed this document the 12th day of March, 2020.

WITNESSES:

MORTGAGEE


Print name F-H-A J. Smith

Print name KAREN NUÑEZ


Patricia Bradley

STATE OF ILLINOIS

COUNTY OF COOK

On this 12th day of March, 2020, by Patricia Bradley who (x) is personally known to me or () has produced a driver's license as identification.


i~JA, &


Blake

Notary Public

ALICE C BLAKE

Official Seal

• ~StaY PublC - State of Illinois
~ ~W e'Offiffii~ion Expires Apr 23,
202%

NTAC:3NS-20

SCANNED

JUL 09 2020

Initial: _____

CONSENT OF MORTGAGEE TO THE
DECLARATION OF CONDOMINIUM OF VENICE BEACH ONE, A CONDOMINIUM

First Horizon Bank ("Mortgagee") being the owner and holder of an existing mortgage
lien upon the following described land owned by Eileen M. Ryan and Joseph E. Ryan
("Mortgagor"):

described as the "Property" and also described in the attached Declaration of Condominium,
as:

100 The Esplanade N. # 11 Venice, FL 34285

does hereby consent to the Declaration and the attached Exhibits and Appendix, and to the
recording of same for conversion of the Property from Cooperative form of ownership to
Condominium form of ownership as provided in the Declaration under Florida Statute Chapter
718.

This consent shall not be construed or operate as a release of such mortgage or liens owned
and held by the undersigned, or any part of the same.

IN WITNESS WHEREOF, the parties have executed this document the 2nd day of
July, 2020.

WITNESSES:

MORTGAGEE:

Cindy Brown
Print Name: Cindy Brown
Matthew Morgan
Print Name: Matthew Morgan

Tim Bowman

STATE OF ~~FLORIDA~~ Texas
COUNTY OF Dallas

On this 2nd day of July, 2020 by Tim Bowman who () is
personally known to me or () has produced a driver's license as identification.

Theresa G Brown
Notary Public

