

## DECLARATION OF CONDOMINIUM

OF

HERONMERE,

a Condominium

MADE by the undersigned Developer, for itself, its successors, grantees and assigns.

The undersigned Developer, being the owner of fee simple title of record to those certain lands located and situate in Sarasota County, Florida, being more particularly described in an Exhibit "A" attached hereto, does hereby submit the said lands and improvements thereon to condominium ownership pursuant to the presently existing provisions of Chapter 718 of the Florida Statutes 1976, hereinafter called the "Condominium Act".

1. The name by which this condominium is to be identified is HERONMERE, a Condominium.

2. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of HERONMERE CONDOMINIUM ASSOCIATION, INC., shall be defined in accordance with the provisions of the Condominium Act, and as follows, unless the context otherwise requires:

(a) Condominium Unit means unit as defined by the Condominium Act.

(b) Unit owner means unit owner as defined by the Condominium Act.

(c) Association means HERONMERE CONDOMINIUM ASSOCIATION, INC., and its successors.

(d) Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act;

(e) Common elements shall include:

(1) All of those items stated in the Condominium Act;

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(2) Tangible personal property required for the maintenance and operation of the condominium even though owned by the Association;

(3) All condominium property not included in the condominium units;

(4) Easements as set forth herein.

(5) All structural columns, and bearing walls regardless of whether they are located within or without the unit boundary lines.

(6) All parking areas (except those parking areas which are designated limited common elements as hereinafter provided), driveways, and other means of ingress and egress.

(7) All electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, within the common elements and up to the interior surface of the unit boundary wall.

(8) All utility areas and installations and all utility services which are available to more than one unit or to the common elements, including easements through the units necessary to provide such services.

(9) All lands and improvements not included in the condominium units which are added as subsequent phases to this condominium pursuant to Florida Statute §718.403;

(f) Common Expenses. The common expenses shall include:

(1) Costs of operation, maintenance, repair and replacement of the common elements and limited common elements;

(2) Costs of management of the condominium and administrative costs of the Association including professional fees and expenses;

(3) Costs of water and sewerage service, electricity and other utilities which are not metered to the individual condominium units;

(4) Labor, material and supplies used in conjunction with the common elements;

(5) Damages to the condominium property in excess of insurance coverage;

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

(7) Premium costs of fire, windstorm, flood and other property insurance and liability insurance as provided herein;

(8) All other expenses that may be duly incurred by the Association through its board of directors from time to time in operating, protecting, managing and conserving the condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws.

(g) Utility services shall include, but not be limited to electric power, gas, water, air conditioning, and garbage and sewage disposal and cable television services.

(h) Developer means MONARCH CONSTRUCTION LIMITED, a corporation existing under the laws of the Province of Ontario, Dominion of Canada.

3. Survey and Plot Plan: A survey of the land and plot plan locating the improvements thereon and identifying each condominium unit and the common elements, their relative locations and approximate dimensions, is attached hereto as Exhibit "B" and is recorded in Condominium Book 12 at pages 30-40F, Public Records of Sarasota County, Florida. The locations, dimensions, descriptions, identification and numbering or lettering of the respective condominium units shall be as described in Exhibit "B" and any subsequent amendments thereto as is hereinafter provided. If construction of the building is not substantially completed as of the date of this Declaration, then upon substantial completion of such improvements this Declaration shall be amended to include a certificate of a licensed surveyor in conformity with the requirements of the Condominium Act of Florida.

4. The Unit: A unit shall consist of the space defined in Exhibit "B". In the event that the actual physical location of any unit at any time does not precisely coincide with Exhibit "B" and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in Exhibit "B" and subsequent amendments. In the event of a total or substantial destruction of the building, the locations, dimensions and descriptions of the respective units as contained in Exhibit "B" and subsequent amendments will control. By acceptance of a deed to any condominium unit, the respective grantees agree for themselves, their heirs, successors and assigns and the holders of

any mortgages, liens or other interests in or to any unit agree that Developer shall have the right to amend this Declaration and the condominium plat as may be necessary or desirable from time to time to identify, locate and dimension any units which are not completed at the date of this Declaration. Such amendments shall be executed by the Developer and the joinder or further consent of individual unit owners or holders of recorded liens or other interests therein or thereon shall not be required. Amendments shall take effect immediately upon recordation in the Public Records of Sarasota County, Florida.

5. Parking Spaces. Parking spaces shall constitute limited common elements to the units to which they may be assigned in the manner hereinafter provided. Subsequent to the recording of this Declaration of Condominium, the Developer or Condominium Association may assign parking spaces to the various units and may record among the Public Records of Sarasota County, Florida, as such assignments are made, an instrument executed with the formalities of a deed designating the assignment of said parking spaces to the condominium unit or units to which such parking spaces shall thereafter be appurtenant as limited common elements. From and after the recording of such designation with respect to any condominium unit, such parking space or spaces shall constitute a limited common element to the unit to which they are appurtenant and may not thereafter be removed as a limited common element appurtenant to said unit to which they are appurtenant. Parking spaces assigned as limited common elements appurtenant to a unit are reserved for the use of that unit and the owners and occupants of that unit to the exclusion of all other units. Any parking spaces not assigned as limited common elements shall, during the period when they are not assigned, be deemed common elements. Provided that each unit shall have assigned to it at least one parking space, the remaining parking spaces may be designated by the Condominium Association (after the Developer no longer controls the designation of parking) as common elements of the Condominium not appurtenant to any specific unit by an instrument in writing and recorded, and such parking spaces shall thereafter be subject to use as the Condominium Association shall from time to time direct and may be made available for guest parking. Parking spaces so designated common elements by the Condominium Association may, with approval of a majority of the whole number of unit owners, be assigned by the Condominium Association as limited common elements to one or more units, providing that such designation is executed with the formalities required of deeds by the authorized officers of the Condominium Association and sets forth that the approval of a majority of the whole number of unit owners to such designation was obtained at a meeting of unit owners called at least in part for that purpose or obtained in writing and on file with the Condominium Association, either of which procedure shall be valid for the purposes mentioned herein. From and after the recording of

such designation among the Public Records of Sarasota County, Florida, the parking space or spaces shall become limited common elements to the unit or units to which they have been so assigned to the same effect and with the same results as if such designation had been made herein. In lieu of the procedures set forth above for the designation of record parking spaces as limited common elements, the Developer and/or the Condominium Association may assign specific parking spaces to the units without recording such assignment and in such cases the use of such parking spaces shall be restricted to the unit owners to which the space is so assigned.

During such time as the Developer shall own any apartments in the condominium and shall not have designated in respect of such apartments the required number of parking spaces, the Developer shall control and have the right in lieu of the Condominium Association to make all designations of parking. Until the Developer shall, in whole or in part, relinquish the right to designate the parking spaces or until the Developer has designated with respect to all unsold units retained by the Developer or owned by the Developer the required number of parking spaces, the Condominium Association shall not exercise the rights and authorities herein granted to the Condominium Association in respect of parking, but all such rights shall be exclusively exercisable by the Developer. The Developer may at any time by an instrument in writing delivered to the Condominium Association relinquish in whole or in part any of its rights herein relative to the designation of parking spaces. This provision regarding parking may not be amended without the written consent of the Developer during such periods of time as the Developer shall have any rights hereunder to designate or control the designation of parking spaces. Developer retains the right to construct covered parking structures in its sole discretion until such time as Developer relinquishes the right to designate the parking spaces.

6. The Condominium Association. The corporation which will be responsible for the operation of the condominium will be an incorporated association known as HERONMERE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, herein referred to as the Association. All persons owning a vested present interest in the fee title to any of the condominium units, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, Florida, shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. All of the affairs and property of the condominium and of the Association shall be controlled by the officers and board of directors of the Association. A copy of the Articles of Incorporation which has been filed with and certified by the Secretary of State of Florida is attached hereto and marked Exhibit "C". The Bylaws governing the operation of the condominium and of the Association are attached hereto and marked Exhibit "D". The Association shall have all of

the rights and powers provided by the Condominium Act, the corporation statutes, the Articles of Incorporation, the Bylaws and this Declaration.

7. Percentage of Ownership of Common Elements and Surplus: The ownership and the undivided shares of the respective condominium units in the common elements and the common surplus shall be equal among all units. Each condominium unit will share equally with all other units in the initial phase of this condominium and as each additional phase is added to the condominium, each unit in said additional phase will share equally with all other units in all phases of this condominium. Accordingly, as each phase is added to the condominium the percentage ownership of the common elements and common surplus and the percentage of the common expenses of each respective unit shall be reduced.

8. Liability for Common Expenses: Each condominium unit owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share of the common elements appurtenant to the condominium unit.

9. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists:

(a) Specific Use Restrictions. No owner, tenant or other occupant shall:

(1) Use the unit for other than single family residence purposes;

(2) Make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements;

(3) Permit loud and objectionable noises or obnoxious odors to emanate from the unit, which may cause a nuisance to the occupants of other units in the sole opinion of the board.

(4) Paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony or any exterior surface; place any sunscreen, blind or awning on any balcony or exterior opening; place any draperies or curtains at the windows of any unit facing the exterior of the unit without a solid, light color liner acceptable in color to the board of directors; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the

building in the opinion of the board; plant any planting outside of a unit except upon written approval of the landscaping plan by the board of directors of the Association; erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements; nor any of the foregoing without the prior written consent of the board of directors;

(5) Erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the common elements, except with the written consent of the board of directors;

(6) Make any use of a unit which violates any laws, ordinances or regulations of any governmental body;

(7) Fail to conform to and abide by the Bylaws and the uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the board of directors, or fail to allow the board of directors or its designated agent to enter the unit at any reasonable time to determine compliance with the condominium Act, this Declaration, or the Bylaws and regulations of the Association;

(8) Permit or suffer anything to be done or kept in his Condominium unit or in the common elements which will increase insurance rates on any unit or on the common property;

(9) Divide or subdivide a unit for purpose of sale or lease except to the owner of an adjacent unit, however a unit may be combined with an adjacent unit and occupied as one unit;

(10) Commit or permit any nuisance, immoral or illegal act in his unit or in or on the common elements;

(11) Hang any laundry, garments or other unsightly objects which are visible outside of the unit;

(12) Obstruct the common way of ingress or egress to the other units or the common elements;

(13) Allow anything to remain in the common areas which would be unsightly or hazardous;

(14) Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles (garbage

cans) provided therefor, and each unit and the common elements shall at all times be kept in a clean and sanitary condition;

(15) Allow any fire or health hazard to exist;

(16) Allow any animals to be kept in the unit other than one cat or one small dog, not exceeding 15 inches at the shoulder in height, as defined by the rules and regulations of the board of directors of the Association, and birds and fish, provided that in the event any become a nuisance to the other unit owners in the sole opinion of the board of directors, such animals shall be removed from the unit immediately; or allow any authorized pets to use the common areas except when on a leash accompanied by its owner and then only so long as the pet does not make a mess or otherwise disturb the common areas;

(17) Enclose the entranceway, patio, porch or interior garden except with the written consent of the board of directors;

(18) Park other than non-commercial vehicles in any parking area except service vehicles during the time they are actually serving the unit or common elements; and

(19) Make use of the common elements in such a manner as to abridge the equal rights of the other unit owners to their use and enjoyment.

(20) Lease less than an entire unit or lease an entire unit for a period of less than three (3) months nor lease a unit more than two times in any calendar year; (During the time a unit is leased or occupied by others, the unit owner shall not have the right to use the common elements and facilities except as a guest of a unit owner or lessee.)

(b) Proviso. Provided, however, that until Developer has closed the sale of all of the condominium units of the condominium, neither the condominium unit owners nor the Association, nor the use of the condominium property shall interfere with the sale of the condominium units. Developer may make such use of the unsold units, common elements and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

10. Maintenance, Repair and Replacement. Responsibility for the maintenance, repair and replacement of common elements, common facilities, limited common elements, or units shall be as follows:

(a) By the Association. The Association shall maintain, repair and replace as part of the common expense all of the common elements, common facilities, and limited common elements as defined herein. 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 access-



ible 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 determines that any maintenance or repair required to be made by the Association was necessitated by the carelessness or negligence of the unit owner, his tenants or his guests, the cost of such maintenance and repair shall be assessed against the unit owner and may be collected as any other assessment provided herein.

(b) 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 or limited common elements as defined herein, including but not limited to:

- (1) Paint, finish, covering, wallpaper and decoration of all walls, floors and ceiling;
- (2) All built-in shelves, cabinets, counters, storage areas, and closets;
- (3) Any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment, and all bathroom fixtures, equipment and apparatus, within his unit;
- (4) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, serving only one unit;
- (5) All mechanical, ventilating, heating and air conditioning equipment serving the respective units regardless of whether such equipment may be located partially or entirely outside of the boundaries of the unit;
- (6) All interior doors, walls, partitions, and room dividers;
- (7) All furniture, furnishings and personal property contained within a unit;
- (8) Glass or screened surfaces of windows, wood louvers, exterior doors, porches, or lanais, provided that any replacement or modification of same must be approved in advance by the Association or by the Developer so long as it is managing the affairs of the Association.

11. Insurance, Destruction and Reconstruction: As agent for and in behalf of the unit owners and their respective mortgagees, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire condominium, including the common elements and the respective units and personal property of the Association, for the full replacement or insurable value thereof. The premium for such insurance shall be paid by the Association and shall be included in the assessment for common expenses. The Association board of directors shall have full authority as agent for the insured to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association and the institutional first mortgagees shall be furnished mortgagee endorsements covering their respective interests. Each unit owner shall be responsible for insuring his own personal property within his unit and any improvements made by him within his unit which are not covered by the Association policy.

In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association treasurer. If said proceeds are in excess of Ten Thousand Dollars (\$10,000.00) they shall be immediately paid over to a banking corporation having trust powers and selected by the board of directors, to be held by such bank in trust to be used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Association board of directors. Said funds shall be disbursed upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. In the event said proceeds are not sufficient to pay the cost of such reconstruction and the trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the common expenses of the Association, by means of a special assessment. The Association's insurance carrier shall not have a right of subrogation against a unit owner, but if it is determined by the board of directors that the damage was proximately caused by the negligence of a unit owner, such unit owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds and the Association shall have a lien for such amount, plus interest at the rate of ten percent (10%) per annum from the date of such assessment, and reasonable attorneys' fees, to the same extent that it has a lien for any unpaid assessments under the Condominium Act. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event such proceeds are less than Ten Thousand Dollars (\$10,000.00), they need not be placed in trust but shall be held by the treasurer and applied directly by the board of directors for the above purposes.

In the event of a total or substantial destruction of all of the condominium improvements, the improvements shall be restored as above provided unless the owners of three-fourths (3/4) of the voting rights of the units in this condominium vote to terminate this condominium. In the event the condominium is to be terminated, then all owners of units will immediately convey all their right, title and interest to their respective units to the bank trustee selected by the board of directors, to be held by such trustee in trust. The recording of each such conveyance to trustee in the Public Records of Sarasota County will have the immediate effect of releasing all liens upon the respective units and shall cause their instantaneous transfer to that unit owner's share of the common surplus to be subsequently distributed by trustee as provided herein. Said trustee shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the units in this condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the condominium property, by whatever means the Association board of directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. After conveyance of title to the purchaser free and clear of all liens and encumbrances and after payment of reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, trustee shall apportion the remaining funds in its hands among the units according to the percentages of ownership of the common elements and sharing the common surplus as herein set forth. Trustee shall distribute each unit's share of said funds jointly to the record title owners of each unit and the record owners of any mortgages or other liens encumbering such unit at the time of the recording of its conveyance to the trustee by the unit owner. All mortgages and other liens upon the respective units shall be fully released and discharged as provided herein even though the share of a particular unit in said funds is insufficient to pay all liens in full; in such event the lienholders who had priority against the title to the unit shall have priority of payment of the unit's share of the common surplus. Nothing herein contained shall affect the priority of any construction mortgage of record as of the date of filing this Declaration or in any way relieve the unit owner of his personal liability for any deficiency which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustee. Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage or perfection of their liens.

12. Liability Insurance: The Association shall obtain and maintain public liability insurance covering all of the common elements and common facilities and insuring the Association and the unit owners as their interests may appear in such amount as the board of directors may deem appropriate. The premiums for such

insurance coverage shall be a part of the common expenses. The board of directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. Should a claim against the Association result in a judgment in excess of insurance coverage, the board of directors may, to the extent required by the Condominium Act as amended, levy a special assessment against the unit owners in such amount as the board may deem appropriate to cover such excess liability, but in such event each unit owner shall be liable only for his pro rata share of such excess liability in the same percentage as his interest in the common elements and share of common expenses. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular unit, as he may deem appropriate.

13. 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 of condominium units by any owner other than the Developer shall be subject to the provisions hereinafter set forth as long as the condominium exists.

It shall be necessary for the Board of Directors of the Association, or its duly authorized officers, agent or committee, to approve in writing all sales or transfers of title of a unit before such sale or transfer shall be valid and effective. Written application for such approval shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by a transfer fee as required by regulation of the Board. When considering such application, consideration shall be given to good moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser or transferee. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance.

In the event a sale or transfer is disapproved or no action is taken by the Board or its duly authorized officers, agent or committee within 15 days after receipt of said application, and the unit owner intends to close in spite of such disapproval or inaction, the unit owner shall give the Board an additional 30 days written notice of such intent prior to closing. In such event, the Association or any other unit owner shall have a right of first refusal to purchase said unit for the identical price, terms and conditions, which right shall be exercised in writing delivered to the proposed seller or mailed to his address as shown on the Association records. In the event the Association is of the opinion that the price is

not a bona fide sales price, then the sales price for purposes of the right of first refusal shall be the fair market value of the unit determined by the average of the values assigned by the written appraisals of three recognized real estate appraisers, one of whom shall be selected by the Association, one by the proposed seller and the third by the first two appraisers. The cost of such appraisals shall be divided between the Association and the proposed seller. If such right of first refusal is exercised by more than one, priority shall be given to the one who delivers in person or has his acceptance postmarked first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three days before the proposed closing date or within 10 days after the sales price is determined by appraisal, whichever is later, the transfer may be closed pursuant to the price and terms stated in the notice. Failure of a transferor to comply with these provisions for sale or transfer shall give the Association or any other unit owner a right to redeem the unit involved from the transferee at any time before the closing of such transfer and for a period of 6 months after the recording of such conveyance in the Public Records of said county, or 60 days after the Board of Directors is given formal written notice of such transfer, whichever period is shorter. The only condition to the exercise of such right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to that date. Immediately upon the tender of such sums the transferee shall convey all his right, title and interest to the one making the redemption. In addition to all other available remedies, the right of redemption may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Association or any unit owner to enforce the provisions of this paragraph against a unit owner or transferee who fails to comply therewith, the party bringing such proceedings shall be entitled to his costs and reasonable attorneys' fees as determined by the court, including appellate proceedings, if such party prevails.

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

No condominium unit owner may mortgage his condominium unit nor any interest in it without approval of the Association except to a bank, life insurance company or a savings and loan association, or to a seller to secure a portion or all of the purchase price. The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

14. Assessments and Liens. The board of directors of the Association shall approve the annual budgets or projected anticipated income and estimated expenses for each fiscal year, and each unit owner will be responsible for his unit's share of such annual assessment based upon its proportionate share of the common expenses as provided herein. One-twelfth (1/12) of each unit's annual assessment shall be due and payable in advance to the Association on the first day of each month of each fiscal year. In addition, the board of directors shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments which are not paid when due shall bear interest from the due date until paid at the highest rate of interest permitted by law and shall be subject to such late charge as may be established by uniform rules and regulations of the board. The Association shall have the remedies and liens provided by the Condominium Act with respect to unpaid assessments, which shall include any late charges, accrued interest and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including appellate proceedings, and the remaining installments of the assessment may be accelerated to maturity by giving the defaulting unit owner ten (10) days notice of intent to accelerate unless all delinquent sums are paid within that time. The board of directors may require each unit owner to maintain a minimum balance on deposit with the Association (not to exceed one-fourth (1/4) of the current annual assessment) for working capital and to cover contingent expenses from time to time.

15. Remedies for Default: In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance and fulfillment of the provisions of the Condominium Act, this Declaration, Articles of Incorporation, Bylaws and the regulations and rules promulgated by the Association or its board of directors, shall entitle the Association or individual unit owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the Court, including appellate proceedings. During the continuance of any such default, the Association by action of the board of directors may terminate any or all services rendered to the unit or the unit owner including utility services which are paid by the Association.

16. Easements are expressly provided for and reserved as follows:

(a) Utility Easements. Developer hereby reserves for and on behalf of itself and HERONMERE CONDOMINIUM ASSOCIATION, INC., perpetual easements for the installation, construction, repair, maintenance and replacement of private and public utility lines and services of all kinds under and over the surface of the condominium lands which are not occupied by buildings or other structures. Utility easements may be granted by the Developer or HERONMERE CONDOMINIUM ASSOCIATION, INC. to any public or private utilities as may be necessary or desirable to provide utility services to any of the foregoing. All public and private utility companies rendering utility services to this condominium shall have a perpetual nonexclusive easement over, across, under and through all of the common land areas of the condominium for the purpose of construction, installation, maintenance, repair and replacement of the utilities servicing this condominium and for the purpose of reading meters in connection therewith.

(b) Encroachments. In the event that any unit shall encroach upon any of the common elements or upon any other unit for any reason other than the intentional or negligent act of the unit owner, or in the event any common element shall encroach upon any unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

(c) Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and 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 easement shall be for the use and benefit of the unit owners, Developer, and all those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

17. Rights of Developer: Developer hereby reserves unto itself, its successors and assigns, the right to manage all of the affairs of the condominium and all decisions of the Association and the exclusive right to elect the directors of the Association in accordance with the provisions of Article VIII of the Articles of Incorporation attached as Exhibit "C". Developer may terminate its management rights and responsibilities by relinquishing control of the Association to the unit owners at any time prior to the time

provided in the Articles of Incorporation. During said period, the Developer shall have the sole and exclusive right to take all actions and do all things in behalf of the Association. During said period, Developer shall pay all the common expenses and as reimbursement therefor and as compensation for its management services Developer shall be entitled to receive and retain all of the assessments payable by the unit owners during said period, and Developer shall have all of the rights of the Association to levy and enforce the payment of assessments. During said period Developer shall not be required to assess or create any reserves and at the termination of said period and the assumption of the operation of the Association by the members, Developer shall not be required to render an accounting of income and expenses incurred during said period, except as may be required by law. Pursuant to Section 718.116(8)(b), Developer is excused from paying its share of common expenses upon unsold condominium units during such period of time as it shall guarantee that the assessment for common expenses of the condominium imposed upon other condominium unit owners shall not increase over the dollar amount stated in the projected operating budget. Developer obligates itself to pay any excess amount incurred during that period not produced by assessments at the guaranteed level receivable from other condominium unit owners.

It is recognized that at the date hereof, construction of all of the improvements and the units contemplated by the survey, plot plan and floor plan described in Exhibit "B" may not be completed. Developer expressly reserves every right, necessary or desirable, relative to the common elements and the condominium property generally, for the purpose of constructing and completing said improvements and units and effecting sale or lease of all of the condominium units. Developer shall have the right to maintain one or more model units to be used for display to prospective purchasers and may exhibit such signs and sale paraphernalia as may be desirable to effect such sales, and to use one or more units as an office for the exclusive use of Developer until such time as all units have been conveyed. With respect to all initial purchases from Developer, the Developer shall have the rights of the Association to approve all purchasers as provided in paragraph 13 herein.

18. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

(a) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.



(b) A Resolution for the adoption of a proposed amendment may be proposed by the board of directors of the Association or by those members of the Association owning condominium units in the condominium. Owners may propose such an amendment by instrument in writing directed to the president or secretary of the board signed by persons owning not less than ten percent (10%) of the condominium units in the condominium. Amendments may be proposed by the board of directors by action of a majority of the board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided the president or, in the event of his refusal or failure to act, the vice president elected by the directors from the condominium, or, in the event of his refusal or failure to act, then the board of directors shall call a meeting of those members of the Association owning condominium units in the condominium to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(1) Not less than sixty-six and two-third (66 2/3%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the members; or

(2) Until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the Bylaws shall be approved as set forth in subparagraph 18(b)(1) or (3).

(3) Until the first election of Directors, by unit owners other than the Developer, and so long as the Developer shall have the right to fill vacancies existing in the original Board of Directors, proposal of an amendment and approval thereof shall require only the affirmative action of all of the Directors, and no meeting of the condominium unit owners nor any approval thereof need be had.

(c) Proviso. Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any unit or class or group of units, unless the condominium unit owners so affected shall consent. No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own two (2) or more condominium units in HERONMERE.

(d) Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the said certificate shall be executed by the president of the Association and attested by the secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of Sarasota County, Florida.

19. Rights of Institutional First Mortgagees: Notwithstanding any provisions of this Declaration, and except for amendments for the purpose of adding subsequent phases as provided herein, the written consent of all savings and loan associations, banks and insurance companies holding first mortgages upon any of the condominium units shall be first obtained prior to any amendments to this Declaration, or termination of the condominium, which consent shall not be unreasonably withheld. Such savings and loan associations, banks and insurance companies holding first mortgages who obtain title to a unit through mortgage foreclosure or acceptance of deed in lieu of foreclosure shall not be liable for the share of common expenses assessed to such unit prior to the acquisition of such title, unless such share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage. Such mortgagee shall pay all common expenses assessed to such unit which shall come due during the period the unit is owned by the mortgagee, however.

20. Termination: The above described property may be removed from the provisions of this Declaration at any time by a vote of three-fourths (3/4) of the voting rights of all unit owners in HERONMERE, unanimous written consent of all of the institutional first mortgage holders, and written consent of Developer until such time as Developer shall have conveyed title to all units of HERONMERE, by an instrument to that effect signed by the president or vice president and secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Sarasota County. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the banking trustee selected by the board of directors of the Association.

21. Phase Condominium: Developer is developing HERONMERE as a phase condominium pursuant to Florida Statute §718.403. The land which may become part of the condominium and upon which the phases of the condominium are to be built is shown on Exhibit "B" attached

hereto. Exhibit "B" reflects the number and general size of the units to be included in each phase, subject however to the right of Developer to vary the size and number of units in each phase in its sole discretion. There are four (4) anticipated phases of HERONMERE, labeled on Exhibit "A" as Phase I, II, III and IV. Phase I is the initial phase of this condominium, and is submitted to condominium ownership by virtue of this Declaration of Condominium. The subsequent phases to this condominium will be created by Developer submitting same to condominium ownership as part of this condominium by the Developer executing amendments to this Declaration of Condominium and to the condominium plat which is attached as Exhibit "B". The amendments adding the additional phases to this condominium shall not require the execution thereof by individual unit owners or holders of recorded liens thereon or by the Association. The amendments shall be effective at the time of their recordation in the Public Records of Sarasota County, Florida.

The addition of a phase or phases to this condominium shall cause the common elements of the added phase or phases to merge with the common elements of the prior existing phase or phases and each phase that is added shall become part of HERONMERE. Upon each phase being added to this condominium, the percentage of ownership of the common elements and common surplus and the percentage of the common expenses of each respective unit shall be reduced as set forth in paragraph 7 above.

Each unit added to this condominium by submission to condominium ownership of additional phases shall have one vote in the affairs of the condominium which will result in a dissolution of the voting rights of the prior existing units in this condominium.

Developer presently contemplates developing the four (4) phases reflected on Exhibit "B" by December 31, 1982. In the event any of the phases are not so developed by said date, the phases not developed will not become part of the condominium and will not share in the common elements, common surplus and common expenses of this condominium or in the voting rights of the Condominium Association and Developer or its successors shall have the right to develop said property in any manner it deems appropriate and consistent with the zoning regulations.

Developer hereby reserves the right to modify and alter the size, configuration and location of units in phases of this condominium not hereby submitted to condominium ownership as well as the boundary lines of such phases prior to Developer's recordation of an amendment to this Declaration submitting said phases to condominium ownership as part of this condominium. Further, the phases need not be added in the consecutive numerical order indicated on Exhibit "B" attached hereto.

22. Covenants for the Meadows: This condominium is subject to a Declaration of Maintenance, Covenants and Restrictions on The

Commons of the Meadows, which is recorded in the Public Records of Sarasota County, Florida, at Official Records Book 1113, at Page 715 and to an amendment thereto recorded in Official Records Book 1137, Page 1968 of said Public Records. All unit owners in this condominium shall automatically be a member of the non-profit corporation known as The Meadowood Management Company, Inc., which will operate, maintain, improve and manage The Commons of the Meadows. The Condominium Association for this condominium will collect assessments payable by the unit owners to The Meadowood Management Company, Inc. pursuant to said Declaration, which assessment is in addition to a unit owner's share of the annual assessment for common expenses of this condominium.

23. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium and the Articles of Incorporation, Bylaws and rules and regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this 4<sup>th</sup> day of April, 1979.

Signed, sealed and delivered  
in the presence of:

MONARCH CONSTRUCTION, LTD., a  
corporation existing under the  
laws of the Province of Ontario,  
Dominion of Canada and authorized  
to transact business in the State  
of Florida

By [Signature]  
As VICE President

(CORPORATE SEAL)

[Signature]  
Pauline H. Norchert

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 1979, by THOMAS RALPH as Vice President of MONARCH CONSTRUCTION, LTD., a corporation existing under the laws of the Province of Ontario, Dominion of Canada authorized to transact business in the State of Florida, on behalf of the corporation.

[Signature]  
CORA ZEIGLER, Notary Public  
Notary Public, Florida at Large Commission Expires  
My Comm. Expires 11/90

JOINDER OF ASSOCIATION

HERONMERE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby joins in and consents to the foregoing Declaration of Condominium and hereby agrees to the provisions thereof and assumes the obligations imposed upon it therein.

IN WITNESS WHEREOF, the undersigned has caused this joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 4th day of April, 1979.

Signed, sealed and delivered HERONMERE CONDOMINIUM  
in the presence of: ASSOCIATION, INC.

*Roger Williams*  
*Caroline H. Dischert*

By                       
                    As President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4th day of April, 1979, by ROGER WILLIAMS as President of HERONMERE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation.

*Cora Zeigler*  
Notary Public  
My Commission Expires:                     

CORA ZEIGLER  
Notary Public, Florida at large  
My Commission Expires 11/11/80

# PHASE I

A TRACT OF LAND IN SECTION 11, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT ON THE EASTERLY BOUNDARY OF THE MEADOWS, UNIT 2, SUBDIVISION, RECORDED IN PLAT BOOK 24, PAGES 23 THROUGH 23G OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AT THE SOUTHERLY LINE OF MARSH FIELD ROAD (TRACT XXXVIII, 60 FEET WIDE) SAID POINT BEING A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N-26°-05'-15"-W A RADIAL DISTANCE OF 1448.76 FEET; (THE FOLLOWING 2 CALLS ARE ALONG THE SOUTHERLY BOUNDARY OF THE MEADOWS, UNIT 5 SUBDIVISION, RECORDED IN PLAT BOOK PAGE , OF SAID PUBLIC RECORDS); THENCE NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 02°-15'-32" A DISTANCE OF 57.12 FEET; THENCE N-61°-39'-13"-E A DISTANCE OF 109.79 FEET TO THE POINT OF BEGINNING; THENCE S-28°-20'-47"-E A DISTANCE OF 173.00 FEET; THENCE S-13°-10'-00"-W A DISTANCE OF 110.00 FEET; THENCE S-76°-50'-00"-E A DISTANCE OF 80.00 FEET; THENCE S-12°-28'-42"-E A DISTANCE OF 102.77 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S-12°-28'-42"-E A RADIAL DISTANCE OF 150.00 FEET; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 04°-13'-11" A DISTANCE OF 11.13 FEET; THENCE N-81°-46'-29"-E A DISTANCE OF 109.00 FEET; THENCE N-33°-14'-06"-E A DISTANCE OF 21.86 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 49°-15'-00" AND A RADIUS OF 30.54 FEET; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 26.25 FEET; THENCE N-82°-29'-06"-E A DISTANCE OF 142.88 FEET; THENCE N-28°-20'-47"-W A DISTANCE OF 486.91 FEET TO THE AFOREMENTIONED SOUTHERLY LINE OF THE MEADOWS, UNIT 5, SUBDIVISION; THENCE S-61°-39'-13"-W ALONG SAID SOUTHERLY LINE A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.77 ACRES

EXHIBIT "A"

RECORDERS MEMO: Legitimacy of existing typewritten or A CONDOMINIUM, printing for reproductive purposes may be used in this document when received.

# HEROINMERE

## SEC. 11, TWP. 36S., RGE. 18E.

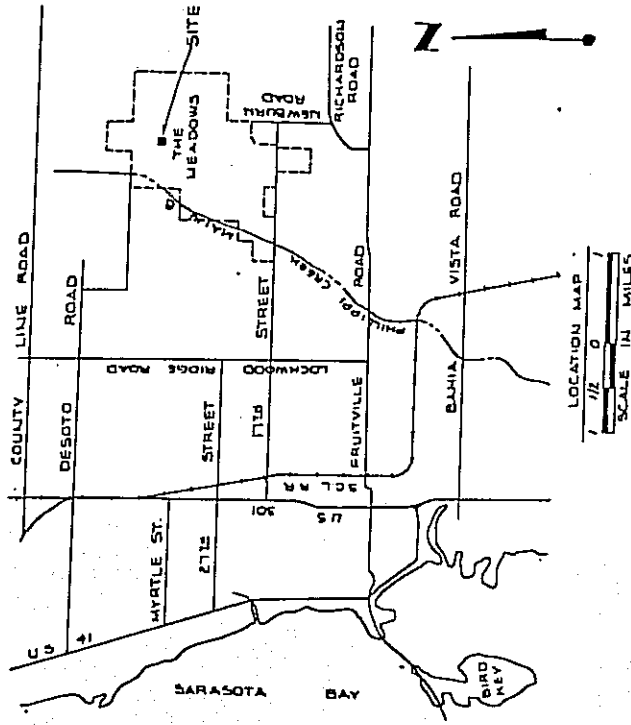
### SARASOTA COUNTY, FLORIDA

## NOTES

- ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
- BEARINGS ARE BASED ON THE PLAT OF THE MEADOWS, UNIT 2 SUBDIVISION AS RECORDED IN PLAT BOOK 24, PAGES 23 THROUGH 230 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND DO NOT REFER TO THE TRUE MERIDIAN.
- THE UNIT BOUNDARIES ARE AS FOLLOWS:
  - VERTICAL STANDING BOUNDARIES: THE PLANE OF THE UNFINISHED INTERIOR SURFACE OF THE CONCRETE BLOCK WALLS.
  - HORIZONTAL LYING BOUNDARIES:
    - LOWER: GROUND FLOOR - THE PLANE OF THE UPPER SURFACE OF THE UNFINISHED CONCRETE SLABS SERVING AS THE UNIT FLOORS.
    - LOWER: SECOND FLOOR - THE PLANE OF THE UPPER SURFACE OF THE UNFINISHED CONCRETE TOPPING SERVING AS THE UNIT FLOOR.
    - UPPER: GROUND FLOOR - THE PLANE OF THE LOWER SURFACE OF THE UNFINISHED FLOOR JOIST SERVING AS THE UNIT CEILING.
    - UPPER: SECOND FLOOR - THE PLANE OF THE LOWER SURFACE OF THE UNFINISHED ROOF BEAMS. (RAFTERS).
- COMMON ELEMENTS SUCH AS BUT NOT LIMITED TO CONDUITS, WIRES, OUTLETS, UTILITY LINES, DUCTS PLUMBING, IRRIGATIONAL SYSTEM, PARKWAY LIGHTING, WATER METERS, WATER LINES, SLOPES, STORM DRAINAGE, TREES, ETC. HAVE NOT BEEN LOCATED OR GRAPHICALLY ILLUSTRATED.
- SEE DETAILS COMMON ELEMENT.
- SEE DETAILS LIMITED COMMON ELEMENT.
- GARDENS ARE PART OF THE UNIT UNLESS OTHERWISE NOTED.
- LANDS ARE PART OF THE UNIT.
- BUILDINGS AND IMPROVEMENTS AS SHOWN ON THIS EXHIBIT EXCEPT IN PHASE I ARE PROPOSED. DIMENSIONS HAVE BEEN TAKEN FROM ARCHITECTURAL PLANS AND DO NOT REPRESENT CONSTRUCTED IMPROVEMENTS.
- BUILDINGS IN PHASES II THROUGH IV ARE UNDER CONSTRUCTION AND ARE NOT COMPLETE.

## DESCRIPTION

TOTAL CONDOMINIUM PROPERTY



## CERTIFICATE OF

## SURVEYOR

I, DAVID D. KEALY, A PROFESSIONAL LAND SURVEYOR, AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS IN WHICH THE UNITS ARE LOCATED DESCRIBED IN PHASE I IS SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH PHASE I UNIT CAN BE DETERMINED FROM THESE MATERIALS, AND I FURTHER CERTIFY THAT THIS EXHIBIT, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY IS AN APPROXIMATE REPRESENTATION OF THE LOCATIONS AND DIMENSIONS OF THE PROPOSED IMPROVEMENTS IN WHICH THE UNITS ARE LOCATED IN PHASES II THROUGH IV, AND THAT THE IDENTIFICATION, APPROXIMATE LOCATION AND APPROXIMATE DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH PHASE II THROUGH IV UNIT CAN BE DETERMINED FROM THESE MATERIALS.

DATE OF SURVEY 3-25-79

BY: DAVID D. KEALY, P.L.S.  
FLORIDA CERTIFICATE NO. 2612

SMALLY, WELFORD & HALVEM, INC.  
CONSULTING ENGINEERS AND SURVEYORS  
SARASOTA, FLORIDA

A TRACT OF LAND IN SECTION 11, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:  
COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 11; THENCE N-01°-21'-29"-E ALONG THE EASTLY LINE OF SAID SECTION 11 A DISTANCE OF 172.15 FEET; THENCE N-55°-50'-40"-W A DISTANCE OF 70.28 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 43°-04'-27"-E AND A RADIUS OF 293.03 FEET; THENCE NORTHEASTERLY AND SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 322.54 FEET; THENCE S-61°-04'-45"-W A DISTANCE OF 236.60 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04°-36'-38"-E AND A RADIUS OF 2543.68 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 207.67 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 81°-45'-50"-E AND A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 35.68 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 77°-43'-12"-E AND A RADIUS OF 354.93 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 446.93 FEET; THENCE S-61°-39'-13"-W A DISTANCE OF 811.18 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07°-15'-32"-E AND A RADIUS OF 1448.78 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 57.12 FEET TO THE EASTLY LINE OF THE MEADOWS, UNIT 2 SUBDIVISION RECORDED IN PLAT BOOK 24, PAGES 23 THROUGH 230 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA [THE FOLLOWING 6 CALLS ARE ALONG THE EASTLY LINE OF SAID MEADOWS UNIT 2]; THENCE CONTINUE ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 01°-28'-42"-E A DISTANCE OF 39.91 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 87°-51'-41"-E AND A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 39.24 FEET; THENCE S-22°-22'-14"-E A DISTANCE OF 64.32 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22°-22'-14"-E AND A RADIUS OF 554.91 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 210.22 FEET; THENCE SOUTH A DISTANCE OF 171.37 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23°-38'-07"-E AND A RADIUS OF 310.76 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 142.42 FEET; THENCE N-48°-45'-29"-E A DISTANCE OF 143.17 FEET; OF WHICH THE RADIUS POINT LIES N-48°-15'-29"-E A RADIAL DISTANCE OF 150.00 FEET; THENCE SOUTHWESTERLY AND NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 123°-31'-00"-E A DISTANCE OF 323.47 FEET; THENCE N-41°-44'-29"-E A DISTANCE OF 109.00 FEET; THENCE N-33°-18'-08"-E A DISTANCE OF 31.86 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 49°-15'-00"-E AND A RADIUS OF 30.54 FEET; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 26.25 FEET; THENCE N-82°-29'-06"-E A DISTANCE OF 142.48 FEET; THENCE N-28°-20'-47"-W A DISTANCE OF 486.81 FEET TO THE POINT OF BEGINNING, CONTAINING 6.00 ACRES.

## PHASE I

A TRACT OF LAND IN SECTION 11, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT ON THE EASTERLY BOUNDARY OF THE MEADOWS, UNIT 2, SUBDIVISION, RECORDED IN PLAT BOOK 24, PAGES 23 THROUGH 23G, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AT THE SOUTHERLY LINE OF MARSH FIELD ROAD (TRACT XXVIII), 60 FEET WIDE; SAID POINT BEING A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N-28°-05'-15"-W A RADIAL DISTANCE OF 148.76 FEET; (THE FOLLOWING 2 CALLS ARE ALONG THE SOUTHERLY BOUNDARY OF THE MEADOWS, UNIT 5 SUBDIVISION, RECORDED IN PLAT BOOK PAGE 1 OF SAID PUBLIC RECORDS); THENCE NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 07°-15'-13" A DISTANCE OF 57.12 FEET; THENCE N-81°-39'-13"-E A DISTANCE OF 109.79 FEET TO THE POINT OF BEGINNING; THENCE S-28°-20'-07"-E A DISTANCE OF 173.00 FEET; THENCE S-15°-10'-00"-W A DISTANCE OF 110.00 FEET; THENCE S-76°-50'-00"-E A DISTANCE OF 80.00 FEET; THENCE S-12°-28'-07"-E A DISTANCE OF 102.77 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S-12°-28'-07"-E A RADIAL DISTANCE OF 150.00 FEET; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 04°-13'-11" A DISTANCE OF 11.13 FEET; THENCE N-81°-48'-29"-E A DISTANCE OF 109.00 FEET; THENCE N-35°-16'-06"-E A DISTANCE OF 21.86 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 89°-15'-00" AND A RADIUS OF 30.54 FEET; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 26.25 FEET; THENCE N-07°-29'-06"-E A DISTANCE OF 142.88 FEET; THENCE N-28°-20'-07"-W A DISTANCE OF 96.91 FEET TO THE AFORESAID POINT SOUTHERLY LINE OF THE MEADOWS, UNIT 5, SUBDIVISION; THENCE S-61°-39'-13"-W ALONG SAID SOUTHERLY LINE A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.77 ACRES.

## PHASE II

A TRACT OF LAND IN SECTION 11, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT A CONCRETE MONUMENT ON THE EASTERLY BOUNDARY OF THE MEADOWS, UNIT 2, SUBDIVISION, RECORDED IN PLAT BOOK 24, PAGES 23 THROUGH 23G, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AT THE SOUTHERLY LINE OF MARSH FIELD ROAD (TRACT XXVIII), 60 FEET WIDE; SAID POINT BEING A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N-28°-05'-15"-W A RADIAL DISTANCE OF 148.76 FEET; (THE FOLLOWING 2 CALLS ARE ALONG THE EASTERLY BOUNDARY OF SAID MEADOWS, UNIT 2); THENCE SOUTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 01°-34'-27" A DISTANCE OF 38.91 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 87°-51'-01" AND A RADIUS OF 25.00 FEET; THENCE S-22°-22'-14"-E A DISTANCE OF 58.32 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04°-54'-00" AND A RADIUS OF 559.91 FEET; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 47.80 FEET; THENCE S-76°-50'-00"-E A DISTANCE OF 165.83 FEET; THENCE N-74°-08'-43"-E A DISTANCE OF 51.48 FEET; THENCE N-13°-10'-00"-E A DISTANCE OF 110.00 FEET; THENCE N-28°-20'-07"-W A DISTANCE OF 173.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF MARSH FIELD ROAD (TRACT LII, 60 FEET WIDE) AS SHOWN ON THE MEADOWS, UNIT 5, SUBDIVISION RECORDED IN PLAT BOOK 1, PAGE 1 OF THE AFORESAID PUBLIC RECORDS (THE FOLLOWING 2 CALLS ARE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE); THENCE S-61°-39'-13"-W A DISTANCE OF 109.79 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°-15'-13" AND A RADIAL DISTANCE OF 148.76 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 57.12 FEET TO THE POINT OF BEGINNING, CONTAINING 1.18 ACRES.

## PHASE III

A TRACT OF LAND IN SECTION 11, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT ON THE EASTERLY BOUNDARY OF THE MEADOWS, UNIT 2, SUBDIVISION, RECORDED IN PLAT BOOK 24, PAGES 23 THROUGH 23G, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AT THE SOUTHERLY LINE OF MARSH FIELD ROAD (TRACT XXVIII), 60 FEET WIDE; SAID POINT BEING A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N-28°-05'-15"-W A RADIAL DISTANCE OF 148.76 FEET; (THE FOLLOWING 2 CALLS ARE ALONG THE EASTERLY BOUNDARY OF SAID MEADOWS, UNIT 2); THENCE SOUTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 01°-34'-27" A DISTANCE OF 38.91 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 87°-51'-01" AND A RADIUS OF 25.00 FEET; THENCE S-22°-22'-14"-E A DISTANCE OF 58.32 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04°-54'-00" AND A RADIUS OF 559.91 FEET; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 47.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG SAID ARC THROUGH A CENTRAL ANGLE OF 17°-28'-13" A DISTANCE OF 170.93 FEET; THENCE SOUTH A DISTANCE OF 49.37 FEET; THENCE S-77°-18'-38"-E A DISTANCE OF 173.73 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S-77°-18'-38"-E A RADIAL DISTANCE OF 150.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 64°-49'-38" A DISTANCE OF 169.73 FEET; THENCE N-12°-28'-07"-E A DISTANCE OF 102.77 FEET; THENCE N-28°-20'-07"-W A DISTANCE OF 96.91 FEET; THENCE S-74°-08'-43"-W A DISTANCE OF 51.48 FEET; THENCE N-76°-50'-00"-W A DISTANCE OF 165.83 FEET TO THE POINT OF BEGINNING, CONTAINING 1.21 ACRES.

## PHASE IV

A TRACT OF LAND IN SECTION 11, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT ON THE EASTERLY BOUNDARY OF THE MEADOWS, UNIT 2, SUBDIVISION, RECORDED IN PLAT BOOK 24, PAGES 23 THROUGH 23G, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AT THE SOUTHERLY LINE OF MARSH FIELD ROAD (TRACT XXVIII), 60 FEET WIDE; SAID POINT BEING A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N-28°-05'-15"-W A RADIAL DISTANCE OF 148.76 FEET; (THE FOLLOWING 7 CALLS ARE ALONG THE EASTERLY BOUNDARY OF SAID MEADOWS, UNIT 2); THENCE SOUTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 01°-34'-27" A DISTANCE OF 38.91 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 87°-51'-01" AND A RADIUS OF 25.00 FEET; THENCE S-22°-22'-14"-E A DISTANCE OF 58.32 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 04°-54'-00" AND A RADIUS OF 559.91 FEET; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 47.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 17°-28'-13" A DISTANCE OF 170.93 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 25°-28'-07" AND A RADIUS OF 318.76 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 142.62 FEET; THENCE N-68°-05'-29"-E A DISTANCE OF 143.17 FEET; THENCE N-48°-15'-29"-E A DISTANCE OF 55.00 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N-48°-15'-29"-E A RADIAL DISTANCE OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 54°-25'-55" A DISTANCE OF 142.50 FEET; THENCE N-77°-18'-36"-W A DISTANCE OF 175.73 FEET TO THE POINT OF BEGINNING, CONTAINING 0.86 ACRES.

RECORDERS MEMO: legibility of writing, typing & printing for reproductive purpose may be unsatisfactory in this document when received.

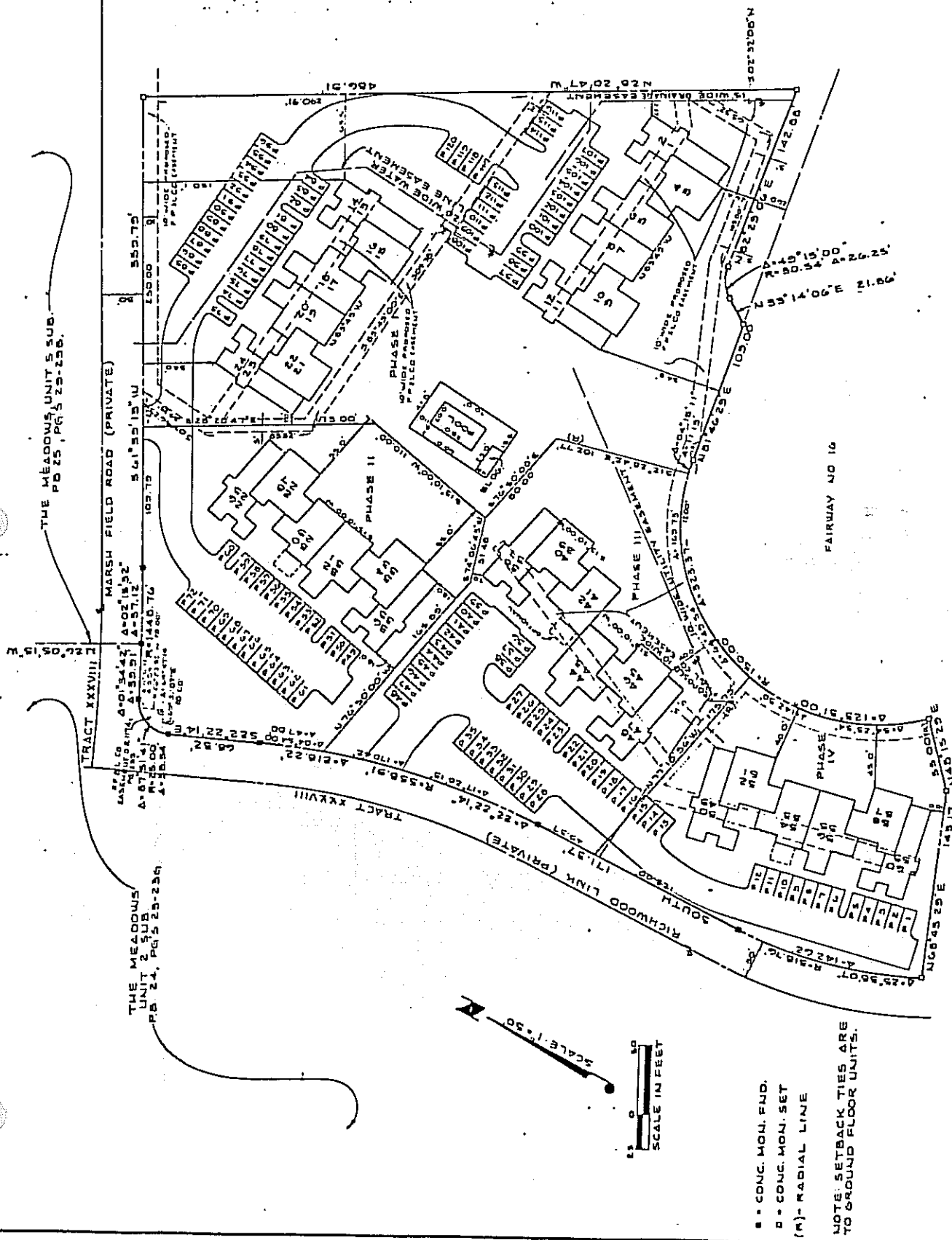


RECORDERS MEMO: legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

SMALLY, WELFORD B. MALVEN, INC.  
CONSULTING ENGINEERS AND SURVEYORS  
SAN ANTONIO, TEXAS

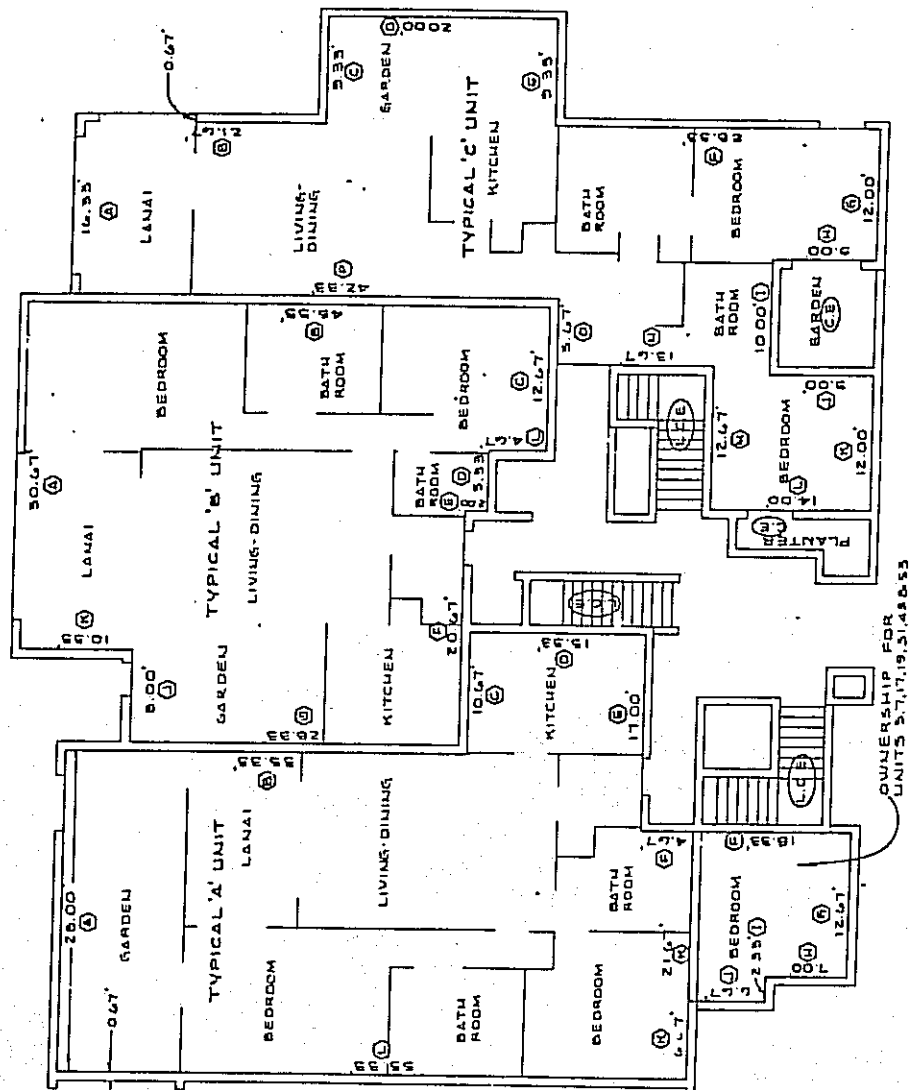
SHEET 3 OF 7 SHEETS

HERONMERE



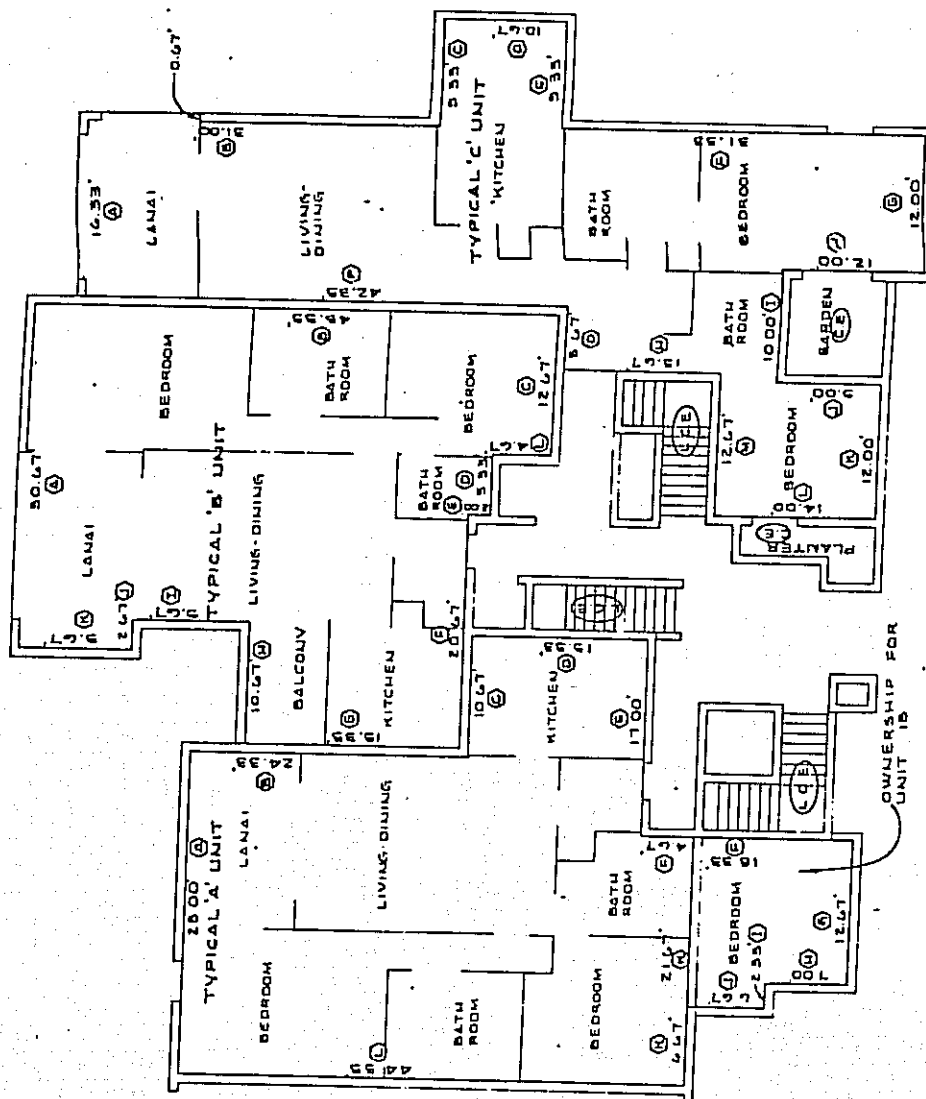
**SMALLY, WELLFORD & JARVEN, INC.**  
**CONSULTING ENGINEERS I**  
**SARASOTA, FLORIDA**

## HERONMERE



DIMENSIONS SHOWN ARE PROPOSED. SEE CHART  
ON PG. 6 OF 7 FOR ACTUAL MEASURED DIMENSIONS.

GROUND FLOOR PLAN



2ND FLOOR PLAN

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

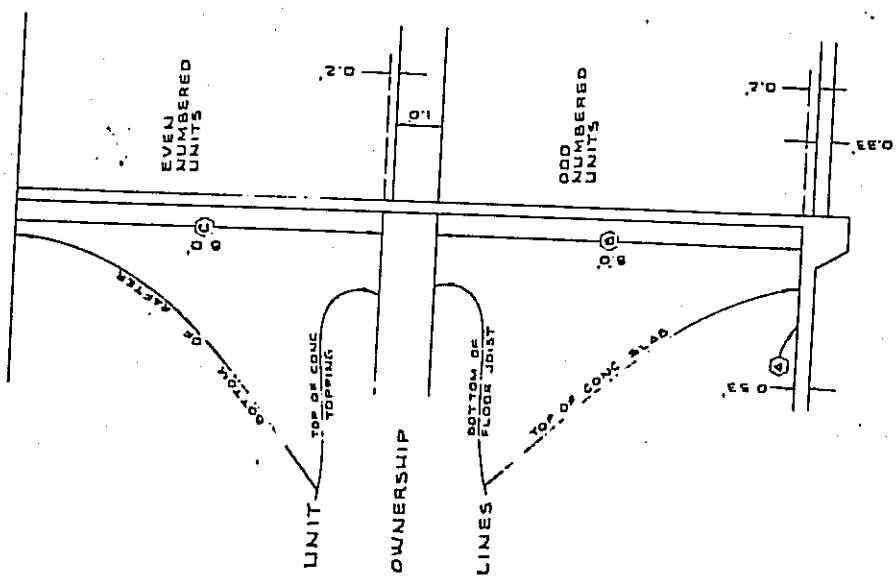
DIMENSIONS SHOWN ARE PROPOSED SEE CHART ON PG 2 OF 7 FOR ACTUAL MEASURED DIMENSIONS.

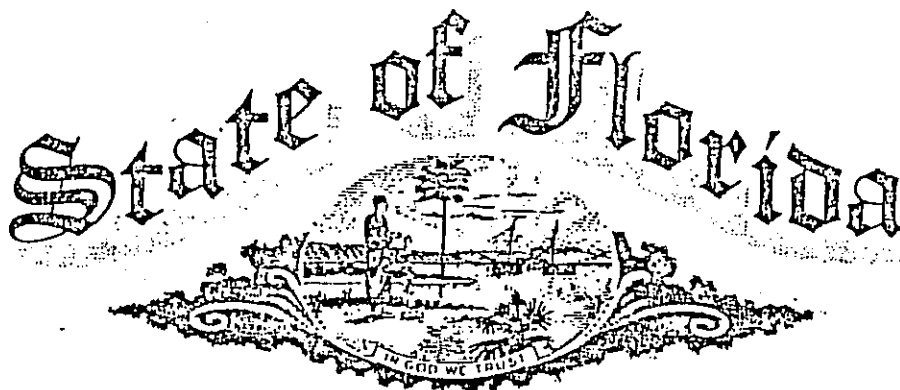
UNIT		FORM		TYPE		DATE		LOCATION		DESCRIPTION		AMOUNT		REMARKS				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P			
1	J	C	16.32	21.79	9.35	20.00	9.33	28.47	12.02	9.03	9.58	9.00	12.03	14.06	2.77	5.77	42.36	
2	J	C	16.32	30.97	9.58	10.63	9.26	31.61	12.05	12.15	9.54	9.02	12.02	14.00	12.70	13.65	5.70	42.30
3	B	J	50.65	45.58	12.65	5.28	1.85	20.75	6.55									
4	J	B	30.45	45.59	12.71	5.58	1.87	20.22	10.02	10.75	8.82	2.77	9.73	14.50				
5	J	A	27.97	55.55	10.67	15.55	17.12	18.83	12.67	7.00	2.34	6.67	6.71	55.60				
6	J	A	27.97	22.53	10.55	15.42	16.67	5.42										
7	A	28.00	35.65	10.55	15.34	17.15	18.92	12.66	7.01	1.50	6.67	6.67	21.61	44.16				
8	A	27.62	24.50	10.75	15.22	16.67	5.35											
9	B	30.75	45.58	12.65	5.34	2.07	20.61	28.42										
10	B	50.75	45.55	12.60	5.36	2.07	20.49	20.24	10.75	8.85	2.50	9.73	4.66					
11	C	16.36	21.56	9.87	20.00	9.87	28.25	12.25	6.56	9.91	8.96	9.07	12.06	14.06	12.72	13.61	5.64	42.39
12	C	16.41	31.10	9.41	10.72	9.35	31.63	12.00	12.21	9.58	9.07	12.04	14.10	12.71	13.65	5.74	42.20	
13	J	C	16.36	21.57	9.34	20.00	9.36	28.50	12.05	9.95	9.97	9.04	12.08	14.10	12.70	13.48	5.71	42.43
14	J	C	16.44	30.93	9.37	10.75	9.35	31.54	12.10	12.40	9.95	9.05	12.05	14.07	12.69	13.40	5.67	42.78
15	J	B	50.74	45.57	12.75	5.40	2.02	20.53	28.28									
16	J	B	50.60	45.44	12.70	5.34	2.01	20.62	19.40	10.60	9.74	2.72	9.68	4.84				
17	J	A	28.11	55.45	10.74	15.35	16.98	18.37	12.75	7.01	2.55	6.67	6.67	4.58				
18	J	A	28.05	24.33	10.64	15.38	17.01	18.41	12.78	7.00	2.48	6.67	6.67	4.57				
19	A	27.97	35.31	10.72	15.38	17.04	18.36	12.65	7.03	2.38	6.67	6.67	6.65	55.41				
20	A	28.00	24.37	10.70	15.40	17.10	4.85											
21	B	50.75	45.45	12.75	5.36	2.03	20.70	28.58										
22	C	50.77	45.39	12.70	5.36	2.05	20.72	20.45	10.68	8.60	2.67	9.78	4.84					
23	C	16.39	21.78	9.38	20.07	9.38	28.34	12.04	9.02	10.00	9.02	12.08	14.04	12.77	13.58	5.68	42.65	
24	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60	
25	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
26	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
27	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
28	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
29	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
30	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
31	A	28.11	55.45	10.74	15.35	16.98	18.37	12.75	7.01	2.55	6.67	6.67	6.67	4.58				
32	A	28.00	24.37	10.70	15.40	17.10	4.85											
33	B	50.75	45.45	12.75	5.36	2.03	20.70	28.58										
34	B	50.75	45.45	12.75	5.36	2.03	20.70	28.58										
35	B	50.75	45.45	12.75	5.36	2.03	20.70	28.58										
36	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
37	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
38	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
39	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
40	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
41	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
42	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
43	A	28.11	55.45	10.74	15.35	16.98	18.37	12.75	7.01	2.55	6.67	6.67	6.67	4.58				
44	A	28.00	24.37	10.70	15.40	17.10	4.85											
45	A	28.00	24.37	10.70	15.40	17.10	4.85											
46	B	50.75	45.45	12.75	5.36	2.03	20.70	28.58										
47	B	50.75	45.45	12.75	5.36	2.03	20.70	28.58										
48	B	50.75	45.45	12.75	5.36	2.03	20.70	28.58										
49	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
50	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
51	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
52	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
53	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
54	J	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60
55	A	28.11	55.45	10.74	15.35	16.98	18.37	12.75	7.01	2.55	6.67	6.67	6.67	4.58				
56	A	28.00	24.37	10.70	15.40	17.10	4.85											
57	A	28.00	24.37	10.70	15.40	17.10	4.85											
58	B	50.75	45.45	12.75	5.36	2.03	20.70	28.58										
59	B	50.75	45.45	12.75	5.36	2.03	20.70	28.58										
60	C	16.42	31.07	9.40	10.75	9.34	31.75	12.10	12.55	10.00	9.05	12.12	14.09	12.80	13.67	5.78	42.60	

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

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UNITS	DIMENSIONS		
	A	B	C
1-12	25.25	7.53	8.03
13-24	30.03	8.00	8.12
25-36			
37-48			
49-60			





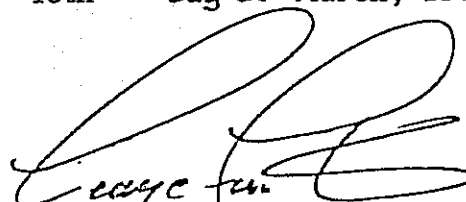
## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of HERONMERE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 14, 1979, as shown by the records of this office.

The charter number for this corporation is 746254.



Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 15th day of March, 1979

  
Secretary of State

FILED  
RECEIVED  
MAY 11 1968  
SARASOTA, FLA.ARTICLES OF INCORPORATION  
OF

HERONMERE CONDOMINIUM ASSOCIATION, INC.

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

## ARTICLE I

The name of the corporation shall be HERONMERE CONDOMINIUM ASSOCIATION, INC. Hereinafter the corporation shall be referred to as the "Association", with its principal place of business located at 1901 Longmeadow, Sarasota, Florida 33580.

## ARTICLE II

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, as amended to the date hereof, hereinafter called the "Condominium Act", for the operation of HERONMERE, a Condominium, to be created pursuant to the provisions of the Condominium Act.

## ARTICLE III

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit and not in conflict with the terms of these Articles of Incorporation or the Condominium Act.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles of Incorporation and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the HERONMERE condominiums pursuant to the Declaration thereof, and as they may be amended from time to time.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws of the Association.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

#### ARTICLE IV

4.1 The members of the Association shall consist of all of the record owners of condominium units in HERONMERE, a Condominium, hereinafter referred to as "Condominium Units", and after termination of a Condominium shall consist of those who are members at the time of such termination, and their successors and assigns.

4.2 Membership shall be acquired by recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing record title to a condominium unit in HERONMERE, the owner designated by such instrument thus becoming a member of the Association, and the membership of the prior owner being thereby terminated, provided, however, any party who owns more than one unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any unit.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

4.4 On all matters upon which the membership shall be entitled to vote, there shall be one vote for each unit, which vote may be exercised or cast in such manner as may be provided in the Bylaws of the Association. Any person or entity owning more than one unit shall be entitled to one vote for each unit he owns, except as otherwise provided in the Bylaws.

#### ARTICLE V

The Association shall have perpetual existence.

#### ARTICLE VI

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

<u>NAMES</u>	<u>ADDRESSES</u>
ROGER L. WILLIAMS	4812 Greencroft Road Sarasota, Florida 33580
JOHN M. KAREL	2517 Glebe Farm Close Sarasota, Florida 33577
CORA ZEIGLER	204 Chip Shot Lane Sarasota, Florida 33577



## ARTICLE VII

The affairs of the Association shall be administered by a President, a Vice-President, a Secretary and a Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Vice-President. Officers of the Association shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAMES</u>	<u>OFFICE</u>	<u>ADDRESSES</u>
ROGER L. WILLIAMS	President	4812 Greencroft Road Sarasota, Florida 33580
JOHN M. KAREL	Vice President	2517 Glebe Farm Close Sarasota, Florida 33577
CORA ZEIGLER	Secretary/ Treasurer	204 Chip Shot Lane Sarasota, Florida 33577

## ARTICLE VIII

8.1 The affairs of the Association shall be managed by a Board of Directors. The number of persons which shall constitute the entire Board of Directors shall be not less than three (3) nor more than five (5). Until such time as unit owners other than the Developer own fifteen (15%) percent or more of the units which will ultimately be operated by the Association as set forth in Article 13 below, the number of persons which shall constitute the entire Board of Directors shall be three (3), all of whom shall be appointed by the Developer.

Subsequent to unit owners other than the Developer obtaining ownership of fifteen (15%) percent or more of the units ultimately to be operated by the Association the number of Directors which shall constitute the entire Board of Directors shall be three (3), two (2) of whom shall be appointed by the Developer and one (1) of whom shall be elected by the unit owners other than the Developer.

Subsequent to the expiration of three (3) years after sales by the Developer have been closed on fifty (50%) percent of the units that will ultimately be operated by the Association; or the expiration of three (3) months after sales have been closed by the Developer on ninety (90%) percent of the units that will ultimately be operated by the Association; or upon the date whereupon all the

units that will ultimately be operated by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business; or when the Developer has sold some of the units and none of the other units are held by the Developer for sale in the ordinary course of business; whichever event shall be the first to occur, the number of Directors who shall constitute the entire Board of Directors shall be five (5), to be elected by unit owners other than Developer and to be appointed by the Developer as follows:

(a) The owners, other than Developer, of units in HERONMERE shall elect three (3) Directors.

(b) For so long as Developer holds any units operated by the Association for sale in the ordinary course of its business, all members of the Board of Directors not elected by the unit owners in accordance with sub-paragraph 8.1(a) above, shall be appointed by the Developer.

(c) All members of the Board of Directors elected by unit owners other than the Developer shall be members of the Association. All members of the Board of Directors elected by the unit owners other than the Developer shall be unit owners. Any member of the Board of Directors appointed by the Developer need not be a member of the Association.

8.2 The first annual membership meeting shall be held in November of the year following the date upon which the Declaration of Condominium of HERONMERE, a Condominium, has been filed in the Public Records of Sarasota County, Florida.

8.3 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
ROGER L. WILLIAMS	4812 Greencroft Road Sarasota, Florida 33580
JOHN M. KAREL	2517 Glebe Farm Close Sarasota, Florida 33577
CORA ZEIGLER	204 Chip Shot Lane Sarasota, Florida 33577

#### ARTICLE IX

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him

in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

#### ARTICLE X

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided therein.

#### ARTICLE XI

11.1 In any legal action in which the Association may be exposed to liability in excess of the insurance coverage protecting it and its members, the Association shall give notice of the exposure within a reasonable time to all members who may be exposed to the liability, whereupon such members shall have the right to intervene and defend in such action.

11.2 The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by members or their duly authorized representatives at reasonable times, and written summaries which shall be supplied at least annually to members or their duly authorized representatives.

#### ARTICLE XII

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

12.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

12.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors shall call a meeting of the membership

to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering such amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than sixty-six and two-thirds ( $66 \frac{2}{3}\%$ ) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Association; or

(b) Not less than seventy-five (75%) percent of the votes of the entire membership of the Association. Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than Developer, all amendments to the Articles of Incorporation shall be approved as set forth in paragraph 12.2(a) above.

12.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Section 3.3 of Article III, without approval in writing by all members and the joinder of all record owners of mortgages on the condominium units, including the Developer. No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own two (2) or more condominium units in HERONMERE. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer.

12.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Sarasota County, Florida.

#### ARTICLE XIII

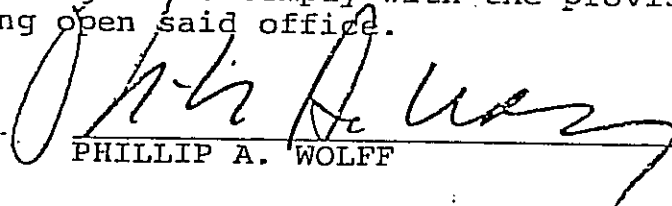
Whenever referred to in these Articles of Incorporation the term "Developer" shall refer to MONARCH CONSTRUCTION LIMITED, a corporation existing under the laws of the Province of Ontario, Dominion of Canada.

The term "Units that will be ultimately operated by the Association" shall refer to the sixty (60) condominium units to be constructed as part of HERONMERE, a Condominium.

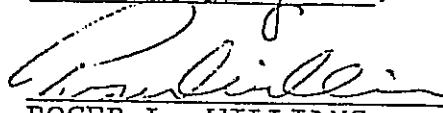
ARTICLE XIV

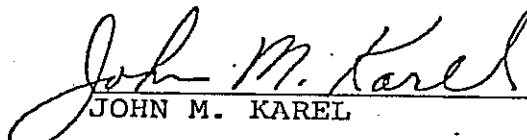
The Resident Agent to accept service of process within this State for said corporation shall be PHILLIP A. WOLFF, 720 South Orange Avenue, Sarasota, Florida 33577.

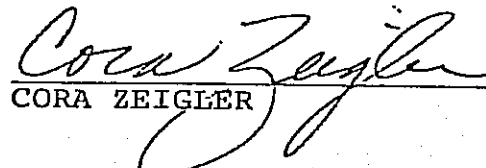
Having been named to accept service of process for the above-stated corporation at the place designated herein, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

  
PHILLIP A. WOLFF

IN WITNESS WHEREOF, the Subscribers have affixed their signatures hereto this 15<sup>th</sup> day of February, 1979.

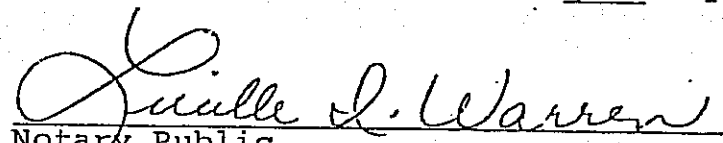
  
ROGER L. WILLIAMS (SEAL)

  
JOHN M. KAREL (SEAL)

  
CORA ZEIGLER (SEAL)

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared ROGER L. WILLIAMS, JOHN M. KAREL and CORA ZEIGLER, who after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed herein, this 15<sup>th</sup> day of February, 1979.

  
Notary Public  
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 8 1982  
BYRON T. BROWN, JR. UNDERWRITER

## BYLAWS

of

HERONMERE CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit  
under the laws of the State of Florida

1. Identity. These are the Bylaws of HERONMERE CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida, organized pursuant to the provisions of Chapter 718, Florida Statutes, as amended to the date hereof, hereinafter referred to as the "Condominium Act".

1.1 The office of the Association shall be at 1900 Longmeadow, Sarasota, Florida 33580.

1.2 The fiscal year of the Association shall be the calendar year unless otherwise designated by the Board of Directors.

1.3 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.

2. Members' meetings.

2.1 The annual members' meeting shall be held at the office of the Association at 11:00 a.m., Eastern Standard Time, on the second Tuesday in January of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2 Special members' meetings shall be held whenever called by such officers upon receipt of a written request from members entitled to cast fifty-one (51%) percent of the votes of the entire membership, provided, however, until MONARCH CONSTRUCTION LIMITED, hereinafter called the "Developer", has closed upon the sales of all of the Condominium Complex, hereinafter referred to as "Condominium Units", or until the Developer elects to terminate its control of the Association, or until three (3) years from the date the Declaration of Condominium of HERONMERE, a Condominium, has been recorded, whichever occurs first, no special members' meetings shall be

called or convened, except with the consent and approval of the Developer.

2.3 Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed by certified mail, return receipt requested, not less than fourteen (14) nor more than forty-five (45) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings. Notice of meetings shall be posted conspicuously on the condominium property not later than fourteen (14) days in advance of such meeting for the members' attention.

2.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

2.5 Voting.

(a) In any meeting of members the owners of condominium units shall be entitled to cast one vote for each condominium unit owned.

(b) If a condominium unit is owned by one person his right to vote shall be established by the record title to his unit. If any condominium unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the condominium unit shall be designated by a certificate signed by all of the record owners of the condominium unit and filed with the Secretary of the Association. If a condominium unit is owned by a corporation, the person entitled to cast the vote for the condominium 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 Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the condominium unit concerned. A certificate designating the person entitled to cast the vote of a condominium unit may be revoked by any owner of a condominium 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 nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Appointment of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

2.9 Election of New Directors. Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less than thirty (30) days nor more than forty (40) days notice of a membership meeting to be held for the purpose of electing such new director(s). Such meeting may be called and a notice given by any unit owner if the Association shall fail to do so in the time required.

2.10 Turnover Meeting. Not later than sixty (60) days after unit owners other than the Developer elect a majority of



the members of the Board of Directors, a membership meeting shall be held for the purpose of allowing the Developer to relinquish control of the Association to the members and to deliver to the Association the property of the unit owners and of the Association held by or controlled by the Developer.

2.11 Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the condominium units, or until the Developer elects to terminate his control of the Condominium, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

2.12 Minutes. Minutes of all meetings of unit owners shall be kept in a business-like manner and available for inspection by unit owners and board members at all reasonable times.

### 3. Directors.

3.1 Membership. All members of the Board of Directors elected by unit owners other than the Developer shall be members of the Association. Any member of the Board of Directors appointed by the Developer need not be a member of the Association.

3.2 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, subject to the provisions of sub-paragraph 3.2(f) and subparagraph 2.9 hereof.

(b) The Board of Directors may, at its discretion, designate a nominating committee of not less than three (3) nor more than five (5) members. In the event the Board shall elect to designate such committee, such designation shall be made not less than thirty (30) days prior to the annual election meeting, and each such committee shall be charged with the duty of nominating one person for each Director to be elected from the Condominium represented by the nominating committee, provided, however, additional nominations from condominium owners shall be received from the floor prior to elections at the annual election meeting.

(c) The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his

vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(e) Any Director may be removed by concurrence of two thirds (2/3) of the vote of the condominium owners at a special meeting called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members at the same meeting.

(f) Provided, however, that until the Developer elects to terminate its control of the Association, or until the annual membership meeting taking place four (4) years after the Declaration of Condominium of HERONMERE, a Condominium, has been recorded, whichever occurs first, the Developer shall have the right to remove any Director appointed by it, and to fill any vacancy created by the death, resignation or inability to serve further as to any Director originally appointed by it.

3.3 The term of each director's service, subject to the provisions of 3.2(e) and 3.2(f) above, shall extend until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and times as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.6 Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

3.9 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.

3.10 Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

3.11 The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the Directors present shall designate one of their number to preside.

3.12 The order of business at Directors' meetings shall be:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers and committees.
- (e) Election of Officers.
- (f) Unfinished business.
- (g) New Business.
- (h) Adjournment.

3.13 Directors' fees, if any, shall be determined by members of the Association, and approval of any such fees

shall require the affirmative vote of not less than two-thirds (2/3) of the entire membership of the Association, provided, Directors designated by the Developer, and the first Board of Directors, shall not be entitled to any fees or compensation for their services as Directors.

3.14 Minutes. Minutes of all meetings of Directors shall be kept in a business-like manner and available for inspection by unit owners and Board members at all reasonable times.

3.15 Open meetings. Except in emergency situations, meetings of the Board of Directors shall be open to all members and notice of meetings shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance for the attention of the members.

3.16 Vacancies. A vacancy in any directorship shall be filled by the person or body having the right to originally elect or appoint such Director.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by condominium unit owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to-wit:

(a) To enter into a long-term management contract, providing for the management of condominium property.

(b) To enter into contracts for the purpose of making available to the owners of condominium units such services as, but not limited to maintenance and security services.

5. Officers.

5.1 The executive officers of the Association shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors, and there may also be such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time determine upon. 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 a Vice-President also be Secretary or an Assistant Secretary. Any officer may be

removed preemptorily by a vote of two-thirds (2/3) of the Directors present at any duly constituted meeting. A vacancy in any office shall be filled by the body having the right to originally elect the officer to the office so vacated.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notice to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent, and shall otherwise assist the Secretary.

5.4 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent, and shall otherwise assist the Treasurer.

5.5 No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. No officer who is a designee of the Developer shall receive any compensation for his services as an officer. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any director or officer as an employee of the Association at such compensation as the Board shall determine upon, nor shall anything herein be construed so as to preclude the Board from contracting with a Director or officer or with any corporation in which a Director or officer of the Association may be a stockholder, officer, director or employee, for the management of the condominium for such compensation as shall be mutually agreed between the Board and such officer or Director.

6. Fiscal management....The provisions for fiscal management of the Association set forth in the Declarations of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. An account shall be maintained for the condominium administered by the Association. Receipts and expenditures shall be credited and charged to accounts 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) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

(e) Operations, which shall include gross revenues 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 of Directors, in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against condominium unit owners, which assessments may be made in advance in order to provide a working fund.

6.2 Budget.

(a) Adoption by Board of Directors. The Board of Directors shall adopt a budget for the condominium administered by the Association for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain

funds for reserves for the condominium. The adoption of a budget for the condominium shall comply with the requirements hereinafter set forth:

(1) Notice of meeting. A copy of the proposed budget of common expenses shall be mailed to each unit owner not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

(2) Recall of Directors and Revision of Budget.

a. Special membership meeting. If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any year exceeding one hundred and fifteen (115%) percent of such assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent of the unit owners, a special meeting of the unit owners shall be held within thirty (30) days of delivery of such application to the Board of Directors or any member thereof. The notice of said meeting shall state the purpose of the meeting being to consider and enact a revision of the budget or to consider and enact the recall of any and all members of the Board of Directors and to elect their successors.

b. Recall of Directors. During such period as Developer shall have the right to elect a majority of the Directors of the Association, recall of any and all members of the Board of Directors shall require the affirmative vote of all of the unit owners. Subsequent thereto, the recall of any and all members of the Board of Directors elected by any condominium shall require the affirmative vote of not less than seventy-five (75%) percent of the unit owners.

c. Revision of Budget. During such period of time as the Developer shall have the right to elect a majority of the Directors of the Association, a revision of the budget adopted by the Board of Directors shall require the affirmative vote of all the unit owners. Subsequent thereto, the revision of the budget

adopted by the Board of Directors shall require the affirmative vote of not less than seventy-five (75%) percent of all unit owners.

(3) Proviso. So long as Developer is in control of the Board of Directors of the Association, such Board shall not impose an assessment for a year greater than one hundred and fifteen (115%) percent of the prior year's assessment, as hereinafter defined, without the approval of a majority of the unit owners.

(4) Approval of Budget by Membership. Notwithstanding the foregoing, the Board of Directors may, in any event, propose a budget to the unit owners at a meeting of members or by writing and if such budget or proposed budget be approved by the unit owners at the meeting or by majority of their whole number by a writing, such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth, nor shall the members be entitled to recall any Board members in the manner hereinabove set forth.

(5) Budget Requiring Assessments Against Unit Owners Exceeding One Hundred Fifteen (115%) Percent of Assessments for the Preceding Year. In determining whether a budget requires assessment against unit owners in any year exceeding one hundred and fifteen (115%) percent of assessments for the preceding year, there shall be excluded in the computations any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation assessments for betterments to the condominium property if the Bylaws so provide or allow the establishment of reserves, or assessments for betterments to be imposed by the Board of Directors.

(b) Adoption of Budget by Membership. In the event that the Board of Directors shall be unable to adopt a budget for the Association in accordance with the requirements of sub-paragraph (a) above, the Directors may call a special membership meeting for the purpose of considering and adopting the budget for the Association, which meeting shall be called and held in the manner provided



for such special membership meetings in paragraph (2) above, and such budget adopted by the membership, upon the approval of the majority of the Board of Directors, shall become the budget of the Association for such year.

6.3 Assessments. Assessments against the condominium unit owners for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in equal installments, payable on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the calendar year left as of the date of such amended assessment, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

7. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these Bylaws.

8. Amendments. A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not less than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than sixty-six and two-third (66 2/3%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) per cent of the votes of the members; or

(b) Until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the Bylaws shall be approved as set forth in sub-paragraph 8(a) or (d); and

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all condominium owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Sarasota County, Florida. Provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be elected by unit owners other than the Developer, all amendments to the Bylaws shall be approved as set forth in paragraph 8(a) or (d).

(d) Until the first election of Directors, by unit owners other than the Developer, and so long as the Developer shall have the right to fill vacancies existing in the original Board of Directors, proposal of an amendment and approval thereof shall require only the affirmative action of all of the Directors, and no meeting of the Condominium unit owners nor any approval thereof need be had.

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium unit owner nor against any condominium unit or class or group of units unless the condominium unit owners so affected consent. No amendment shall be made that is in conflict with The Condominium Act, the Articles of Incorporation, or any of the provisions of the Declaration of Condominium. No amendment shall be adopted without the consent and approval of the Developer, so long as it shall own two or more condominium units in HERONMERE, a Condominium.

8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are duly recorded as an amendment to Declaration of Condominium in the Public Records of Sarasota County, Florida.

The foregoing were adopted as the Bylaws of HERONMERE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 4th day of April, 1979.

Cora Ziegler  
Secretary

Approved:

[Signature] President

FILED AND RECORDED  
R.H. HARRIS & SONS, INC.  
CONDOMINIUM DEPT.  
APR 5 9 03 AM '79

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