

149-0

DECLARATION OF CONDOMINIUM

OF

LAUREL HOLLOW  
(A Land Condominium)

THIS INSTRUMENT  
PREPARED BY:  
William R. Korp, Esq.  
333 W. Miami Avenue  
Venice, FL 33595

674065

O.R. 1893 PG 1194

ARTICLE I

SUBMISSION STATEMENT

U. S. LAND CORP., a Florida corporation, the Developer of LAUREL HOLLOW and the owner and holder of the fee simple title in and to the real property hereinafter described in Article III hereof, entitled "Land", hereby submits the same to condominium ownership pursuant to Chapter 718, Florida Statutes, upon the terms, conditions, restrictions, reservations and limitations hereafter set forth. Except where variances permitted by law appear in this Declaration or in the attached Bylaws or in lawful amendments to either of them, the provisions of Chapter 718, Florida Statutes as presently constituted, including the definitions therein contained, are adapted and included herein by express reference.

ARTICLE II

NAME

The name by which this condominium is to be known and is identified is LAUREL HOLLOW, a Land Condominium.

ARTICLE III

LAND

The legal description of the real property submitted to condominium ownership is described in Exhibit "A" attached hereto and incorporated herein.

ARTICLE IV

DEFINITIONS

In addition to the terms defined in Chapter 718, Florida Statutes as presently constituted, the following terms used in this Declaration and in the exhibits shall mean:

OCCUPANT, sometimes called a resident, means a person or persons in lawful possession of a unit, including the owner or owners thereof.

MORTGAGEE shall be construed to include but not be limited to banks, savings and loan associations, service corporations of savings and loan associations, insurance companies, Massachusetts business trusts, real estate investment trusts, mortgage bankers, mortgage brokers and agencies of the United States government.

ARTICLE V

DESCRIPTION OF THE CONDOMINIUM

The condominium property consists of the land described in Exhibit "A" hereof, and all easements and rights appurtenant thereto, together with the buildings and other improvements constructed on the common elements. Improvements shown on Exhibit "A" are not part of any unit.

The principal improvement on the real property submitted herewith to condominium ownership consists of 93 numbered condominium units, each of which, with the common elements and appurtenances, constitutes a separate condominium parcel.

A survey of the land submitted to condominium ownership is set forth on Exhibit "A" attached hereto. A graphic description of the lands constituting each unit and the identification of each unit by number so that no unit bears the same designation as any other unit, and the plot plan thereof, all in sufficient detail to identify the common elements and each unit and their respective locations and dimensions is included in Exhibit "A".

In addition to the easements shown on Exhibit "A", the following non-exclusive easements are expressly granted and/or reserved to the owners and occupants of each condominium unit, their guests and invitees:

(1) Utilities: Non-exclusive easements are reserved throughout the condominium property and improvements as may be required for utility services in order to adequately serve the condominium area. In the event any unit or common element encroaches upon any utility easement either granted or reserved hereby by plat or otherwise, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

(2) Traffic: An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, parking areas and lawns and other portions of the common elements as may be from time to time intended and designated for such purpose and use; 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 the space may be specifically designated and assigned for parking purposes under the rules and regulations of the Association.

O. R. 1888 PG 1195

(3) Maintenance. Non-exclusive easements are reserved on all units in the condominium for yard, landscape and other maintenance purposes in order to adequately maintain the condominium.

(4) Mortgages: In the event any easement herein referred to is encumbered by the lien of a mortgage, such mortgage lien shall be subordinate to the use rights of any condominium unit owner or owners whose condominium parcel is not also encumbered by said mortgage lien. In the alternative an appropriate non-disturbance agreement may be executed and recorded providing at least in part that the use rights shall not be terminated with respect to any unit owner or owners whose units have not been foreclosed for default of the mortgage.

(5) Unit Boundaries: The boundaries of each unit shall be the unit lot lines as shown by Exhibit "A".

#### ARTICLE VI

#### OWNERSHIP OF THE COMMON ELEMENTS AND SHARE IN THE COMMON EXPENSES AND SURPLUS APPURTENANT TO EACH UNIT

Each unit shall have as an appurtenance thereto an undivided equal share in the common elements and shall pay an equal share of the common expenses incurred in the operation of the condominium.

Unit owners shall share in the common surplus in equal proportions.

In the event of the termination of the condominium, the condominium property shall be owned in common by the unit owners in accordance with the provisions contained in Article XVIII entitled "Termination".

#### ARTICLE VII

#### THE CONDOMINIUM PARCEL; APPURTENANCES, POSSESSION AND ENJOYMENT

The condominium parcel is a separate parcel of real property owned in fee simple and includes a unit together with the undivided share of the common elements appurtenant to the unit. The unit shall not be separable from the parcel and there shall pass with each unit and as appurtenances thereto an undivided share in the common elements and the right to use the common elements as provided for herein.

The owner is entitled to the exclusive possession of the unit and shall be entitled to use the common elements in

O.R. 1893 Pg 1196

accordance with the purposes for which they are intended and no such use shall hinder or encroach upon the lawful rights of the owners of other units.

ARTICLE VIII

THE CONDOMINIUM ASSOCIATION

The Association responsible for the operation of this condominium is LAUREL HOLLOW CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit. The Association shall have all the powers, rights and duties set forth in this Declaration, the Bylaws and the rules and regulations enacted pursuant to such Bylaws and the statutes of the State of Florida. A copy of the Articles of Incorporation of the Association are appended hereto as Exhibit "B".

Amendments to the Articles of Incorporation may be made when adopted in accordance with the Articles and filed with the Secretary of State of Florida or as otherwise required by Florida Statutes. No amendment to the Articles shall change any condominium parcel or the share of the common elements, common expenses or common surplus attributable to a parcel nor the voting rights appurtenant to a parcel without the express written consent of the owner thereof and all holders of liens upon such parcel or parcels.

ARTICLE IX

OPERATION OF THE CONDOMINIUM

The operation of the condominium shall be governed by the Bylaws of the Condominium Association which are annexed to this Declaration as Exhibit "C" and made a part hereof. Said Bylaws may be amended in the same manner and with the same vote required as for amendments to this Declaration.

ARTICLE X

MEMBERSHIP IN THE ASSOCIATION  
AND VOTING RIGHTS OF UNIT OWNERS

Every unit owner shall be a member in the Condominium Association and shall be bound by this Declaration, the Articles of Incorporation and Bylaws of the Condominium Association and the rules and regulations enacted pursuant thereto and also all of the provisions and requirements of the Florida Statutes and lawful amendments thereto. Membership is automatic upon acquisition of ownership of a unit and may not be transferred apart and separate from a transfer of a unit. Membership shall likewise terminate upon sale or transfer of the unit owner whether voluntary or involuntary.

O.R. 1983 PG 1197

Each of the units shall be entitled to one vote at meetings of the Association. In the event of joint ownership of a unit, said vote shall be apportioned among the owners or exercised by one of them by agreement filed with the secretary of the Association prior to the meeting at which the vote is to be cast.

#### ARTICLE XI

##### AMENDMENT OF DECLARATION

This Declaration may be amended by the approval of a resolution adopting such amendment by not less than seventy-five percent (75%) of the members of the Association. Amendments may be proposed by either the Board of Directors or by not less than fifty percent (50%) of the members of the Association.

Notice of the intention to propose an amendment together with the text of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. Members not present at the meeting considering the amendment may appoint a member to act as proxy for the purpose of voting at any such meeting.

No amendment shall change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to such unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner thereof and all lienors of record thereon shall join in the execution of the amendment.

No amendment shall be effective which shall impair or prejudice the rights or priorities of any mortgages or change the provisions of this Declaration with respect to institutional mortgages without the written approval of all institutional mortgagees of record.

No amendment shall effect the rights of the Developer without the Developer's prior approval.

An amendment of the Declaration will become effective when recorded in accordance with Florida Statutes.

#### ARTICLE XII

##### RESTRICTIONS ON USE OF CONDOMINIUM PROPERTY

The following restrictions shall apply to and bind the condominium, condominium property, unit, units and parcels, and the owners and occupants thereof, to wit:

(1) A condominium unit shall be the minimum building area upon which a single family dwelling may be constructed in

O.R. 1998 PG 1198

Laurel Hollow Condominium. Garages shall be attached to the main dwelling.

(2) Each unit in the condominium shall not be used or occupied by other than a single family and its servants, and shall not be used for other than residential purposes.

(3) When construction or any repair or modifications are begun on any building on any unit in the condominium, work thereon must be prosecuted diligently and without delay and must be completed within a reasonable time.

(4) No outbuilding, structure or facility of any kind of a temporary or mobile nature shall be used for permanent or temporary residence purposes.

(5) No nuisance shall be caused or permitted to exist by any unit owner on, about or in the vicinity of the owner's unit or elsewhere on the condominium property, nor shall there be any use or practice which is the source of annoyance to occupants or any of them or which interferes in any way with the peaceful possession and proper use by the occupant or any of them of the condominium property or any part thereof. All parts of the condominium including each unit shall be kept in a neat, clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed by any unit occupant or by anyone to accumulate nor shall any fire hazard be allowed to exist. No improper, offensive or unlawful use shall be made of any unit or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction and all rules and regulations of the Association shall be observed. Except for name plates identifying the occupant of the unit which shall be of uniform size and design as approved by the Developer or the Board of Directors of the Association, no occupant shall post, affix, cause or permit the placement of any sign on any unit or other portion of the condominium property which is visible from any street or from any other unit in the condominium, except that signs approved by the Developer during the period of time the Developer has units for sale in the condominium shall be permitted. Specifically, no "for rent" or "for sale" or like signs or insignia may be placed in or about a unit or any dwelling thereon.

(6) Pets may be permitted and maintained on any unit and in any dwelling, provided, however, that the Association may at any time terminate such privilege for any unit owner upon a determination by the Board that the maintenance of a pet is a nuisance or is an unreasonable annoyance to the condominium. However, there shall be no pets other than dogs, cats and birds, each in reasonable numbers, for the pleasure and use of the occupants of any unit and not for any commercial use or purpose. No pets shall be permitted out of a dwelling except for dogs on a leash and in the charge of a resident or visitor, and except cats. Maintenance and keeping of pets on the condominium

D.R. 1093 PG

1199

cats. Maintenance and keeping of pets on the condominium property and in any dwelling may be otherwise regulated in any manner, whether or not consistent herewith, by rules and regulations as may, from time to time, be established by the Association.

(7) All garbage or trash containers or fuel tanks, bottle gas tanks, soft water tanks and similar items or installation shall be placed under the surface of the ground or in walled areas so as not to be visible from any street or any other unit. Such walled areas must be no closer to the front property line than is the residence. No clothes lines, permanent or portable, shall be placed so as to be visible from any street or from any other unit. All garbage or trash placed on the street for collection must be contained in fastened, disposable plastic bags. Reuseable metal or plastic containers shall not be used. Trash placed on or near the street for collection may not be placed there for collection sooner than four (4) hours prior to the scheduled collection time. All dwellings must have installed a garbage disposal unit of good quality and at all times in working order so as to keep to a minimum the existence of waste food type garbage for street collection.

(8) No trailer, camper or habitable motor vehicle of any kind shall be kept or stored on any part of the condominium property including streets serving the condominium except within an enclosed garage. No trucks of any kind including van type vehicles and any vehicle having characteristics of a truck or vehicles of the kind used for commercial purposes, except as approved in writing by Developer or the Association, shall be kept or stored or shall be parked overnight on part of any unit or property within the condominium, including streets serving the condominium except in an enclosed garage. No boat, whether on or off a trailer, may be parked or placed at any time on any part of any unit or property within the condominium including streets serving the condominium except in an enclosed garage. There shall be no motor vehicles parked on any part of any unit other than in the garage, except on a temporary non-recurring parking basis not to exceed 48 hours.

(9) Other than the dock located in the recreation area on the lake, no docks will be permitted in the condominium.

(10) No boats or swimming shall be permitted in the lake.

(11) No changes in the elevation of the land shall be made on any unit or any other portion of the condominium, nor shall any fill of any kind be used to extend the property on any unit beyond the unit boundaries unless written approval thereof is given in advance by Developer or by the Association.

O.N. 1898 P. 1200

(12) Each unit with a dwelling thereon, whether occupied or unoccupied, shall have installed an underground sprinkler system in working order connected to the central system of the Condominium which provides coverage for ground areas on the unit and on adjacent parkways between the unit and any street. All sprinkler operations shall be under the control of the Association.

(13) The design, size and type of each mailbox to be installed on any unit shall be approved by Developer or by the Association.

(14) The exterior of all dwellings and improvements of the unit shall be maintained and kept neat and clean and in first-class condition and in a good state of repair and otherwise in accordance with rules and regulations established from time to time by the Association. The owner of each residence shall have improvements professionally and competently repainted, or stained as the case may be, as often as required so that the exterior appearance of each residence shall be maintained in a fresh and well-maintained fashion. The maintenance shall be performed by the owner of the unit at the owner's expense or, if necessary, as directed by the Developer or by the Association, at the owner's expense.

(15) All garages in the condominium must at all times contain a garage door in good operating condition and be of a quality which is satisfactory to the Developer or to the Association. Each garage door must incorporate an electronic device for opening and closing the door which shall be in good working condition at all times. The primary use of all garages in the condominium shall be for the storage of motor vehicles. All garages must be capable at all times of containing the number of motor vehicles for which it was designed.

(16) No unit owner, excluding the Developer or approved builders, shall conduct any business activities whether for profit or not within the condominium. This specifically includes, but is not limited to, solicitations, sales of products or services and "garage sales" out of units without first obtaining the prior written approval of the Board of Directors of the Association which shall have complete discretion in granting or denying approval.

(17) No building, whether dwelling, garage, outbuilding or otherwise shall be erected nearer than twenty (20) feet from any street line or ten (10) feet from the rear property line of any unit or of any other unit or ten (10) feet from the side unit line of the unit on which the building is placed.

(18) No swimming pool shall be nearer than ten (10) feet to any unit line and shall project, with the coping, more than two (2) feet above the established grade.

O. R. 1983 PG 1201



(19) No walls or fences may be erected, placed or maintained on any unit unless approved in writing in advance by the Developer or the Association.

(20) Any setback distance requirements herein may be changed or modified in any way by the Developer or the Association, such change or modification shall be permitted only pursuant to specific written requests approved in writing by the Developer or the Association.

(21) No occupant of any unit shall interfere with the Developer, the Association or their agents while any such persons are mowing, clipping or otherwise maintaining the lawn or landscaping on such unit.

(22) The Association may from time to time adopt other reasonable rules and regulations concerning the use of property within the condominium not substantially inconsistent herewith.

#### ARTICLE XIII

#### INSURANCE, REPAIR AND RECONSTRUCTION

##### 1. LIABILITY INSURANCE:

The Association shall obtain public liability and property damage insurance covering all of the common elements of the condominium and insuring the Association and the unit owners, as its and their interest appear, in such amounts and providing such coverage as the Directors of the Association may determine from time to time. Premiums for the payment of such insurance shall be paid by the Association, and such premiums shall be charged as a common expense.

##### 2. CASUALTY INSURANCE:

A. Purchase of Insurance: The Association shall obtain fire and extended coverage insurance including vandalism and malicious mischief insurance, insuring all of the common elements within the condominium (including personal property owned by the Association) in and for the interest of the Association, its members and mortgagees of the units.

B. Loss Payable Provisions: All policies purchased by the Association, shall be for the benefit of the Association, and all unit owners, and their mortgagees, as their interests may appear. The policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association. The Association shall hold the policies and the proceeds in trust for the benefit of the Association and the unit owners and their respective mortgagees.

C. Reconstruction or Repair: The Association shall use the insurance proceeds to repair or reconstruct the damaged

D.R. 1993 PG 1202

common elements. Should the proceeds be insufficient to pay the cost of such repair or reconstructing, then the Board of Directors of the Association shall provide for payment from the common surplus or by special assessment pursuant to this declaration and appropriate law.

D. Surplus: If there is a balance in the funds held by the Association after the payment of all costs of the repair and restoration, it shall be distributed to the beneficial owners of the fund in the manner elsewhere provided herein.

E. Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed or according to the plans approved by the Board of Directors of the Association.

F. Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each unit owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon the payment of claims.

3. WORKMEN'S COMPENSATION POLICY:

The Association shall obtain such workmen's compensation coverage as shall meet the requirements of law.

4. OTHER INSURANCE:

The Association shall procure such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

5. INDIVIDUAL INSURANCE:

The unit owner shall be responsible for obtaining all insurance in connection with ownership and occupation of the unit. The Association will not be responsible to provide for any insurance on the individual condominium unit or its improvements.

ARTICLE XIV

EXPENSES OF CONSTRUCTION, MAINTENANCE AND REPAIR OF IMPROVEMENTS PLACED ON PROPERTY BY UNIT OWNER

1. The expense of construction, maintenance and repair of all improvements placed on the unit are the responsibility of the unit owner.

2. All construction, modification or other improvements to units must receive prior written approval of the Developer or the Board of Directors of the Association. No application for a building permit from the County of Sarasota shall be submitted

O.R. 1883 PG 1203

until plans and specifications of the proposed work have been approved by the Board of Directors or its duly authorized committee. Failure to obtain such approval prior to application for a building permit shall entitle the Association to obtain a temporary injunction without notice from the Circuit Court of Sarasota County enjoining all work on the unit until the approval required under this paragraph has been obtained.

3. The Developer or the Board of Directors of the Association or its duly authorized committee shall have the absolute authority to refuse approval of building plans, modifications of improvements, colors, materials or aesthetic treatments to be incorporated into any proposed building or improvement.

4. No change shall be made to the exterior of any improvement without the approval of the Developer or the Board of Directors of the Association.

#### ARTICLE XV

#### MORTGAGES SUBJECT TO APPROVAL

No unit owner may mortgage his unit nor any interest therein without the prior approval of the Association, except to a bank, life insurance company or savings and loan association, or to his vendor to secure a portion, or all, of the purchase price. Such approval may not be arbitrarily withheld.

#### ARTICLE XVI

#### ASSESSMENTS

Common expenses shall be assessed against each unit owner by the Association as provided by law. All such assessments, including reasonable attorneys' fees together with interest at the highest rate allowed by law, and other costs of collection of the same, shall be secured by lien against the unit against which it is made and such lien shall arise in favor of the Association and shall come into effect upon recordation of this Declaration. Any such lien shall date back to the date of this Declaration and shall have priority over any subsequent lien or encumbrance, except that such lien shall be subordinate and inferior to that of any institutional first mortgage. It is specifically provided that the right to collect the common expenses, to make assessments and to enforce liens against units for collection of such common expenses may be delegated in accordance with the terms of the Association's corporate charter and its Bylaws.

In the event an institutional mortgage obtains title to a unit as the result of foreclosure of a first mortgage, or by voluntary conveyance in lieu thereof, the mortgagee shall not be liable for the share of common expenses or assessments due and owing by the former unit owner which became due prior to the acquisition of title by the mortgagee. Any unpaid share of

D.R. 1899 PG 1204

common expenses or assessments shall be deemed to be common expenses and collectible from all unit owners in the condominium.

ARTICLE XVII

TRANSFER OF ASSOCIATION CONTROL

1. When unit owners other than the Developer own fifteen percent (15%) or more of the units in a Condominium that will be operated ultimately by an association, the unit owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Administration of the Association. Unit owners other than the Developer are entitled to elect a majority of the members of the Board of Administration of an association:

(a) Three years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) When all units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first.

2. Within sixty (60) days after unit owners other than the Developer are entitled to elect a member or members of the Board of the Association, the Association shall call, and give no less than thirty (30) days or more than forty (40) days notice of, a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the Association fails to do so.

3. Prior to the transfer of control of the Association, unit owners other than the Developer shall retain on behalf of the Association a certified public accountant to complete the review required by P.S. 718.301(3)5(c) of the Association's books and accounts that meets the requirements of law, the cost of which shall be borne by the Association.

4. Prior to or not more than sixty (60) days after the time that unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and the unit owners shall accept control. Simultaneously, the Developer

D.R. 1893 PA 1205

shall deliver to the Association all property of the unit owners and the Association held or controlled by the Developer.

5. Upon delivery of the review and of control of the Association, the Developer shall be discharged from further liability in connection therewith.

6. If the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(a) Assessment of the Developer as a unit owner for capital improvements.

(b) Any action by the Association that would be detrimental to the sales of units by the Developer; however, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

#### ARTICLE XVIII

##### TERMINATION

The condominium shall continue, unless terminated by condemnation, until there is a voluntary termination in the manner provided for in Section 718 of the Florida Statutes as amended. In addition thereto, the condominium may be terminated by the affirmative vote of one hundred percent (100%) of the condominium unit owners and further provided that the holders of all liens affecting any of the condominium units consent thereto.

#### ARTICLE XIX

##### MISCELLANEOUS PROVISIONS

1. The invalidity in whole or in part of any covenant or restriction of any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Bylaws and regulations of the Association shall not affect the validity of the remaining portions thereof.

2. No owner of a condominium unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the common elements, limited common elements or by the abandonment of his unit.

3. That all rights heretofore reserved for the Developer shall inure to the benefit of the existing lenders in the event the same shall come into its possession as a result of foreclosure, voluntary deed or otherwise.

ARTICLE XX

NOTICES

All notices called for in this Declaration shall be given in writing. The notice shall be considered delivered when placed in the United States Mail, postage prepaid, addressed to a unit owner at his address in LAUREL HOLLOW and sent certified mail, return receipt requested.

ARTICLE XXI

SEVERABILITY

Each and every covenant contained in this Declaration of Condominium and all documents incorporated herein shall be construed as being separate and independent, and in the event that any of the same are determined to be invalid or unenforceable, the remainder of the provisions hereof shall not be affected thereby but shall remain valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 15 day of October, 1986.

Signed, sealed and delivered in the presence of:

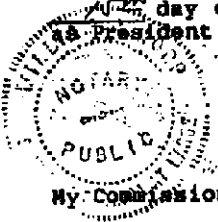
U. S. LAND CORP.

[Signature]  
BY: \_\_\_\_\_  
Its President

[Signature]  
[Signature]  
Witnesses

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15 day of October, 1986, by EMILE W. MOUNT as President of U. S. LAND CORP., on behalf of said corporation.



[Signature]  
Notary Public

My Commission Expires: August 18, 1988

D.R. 1888 PG 1207

CONSENT OF MORTGAGEE TO DECLARATION OF CONDOMINIUM

FIRST NATIONAL BANK OF VENICE, as Mortgagee, by joining herein, hereby consents to the foregoing Declaration of Condominium.

O.R. 1989 PG 1208

Signed, sealed and delivered in the presence of:

FIRST NATIONAL BANK OF VENICE

Mary Doyle  
Shirley Kaye

BY: Walter P. Jennings  
Its Vice President

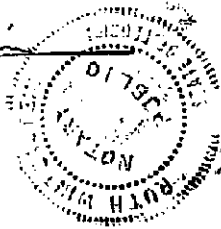
STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared Walter P. Jennings, as Vice President of FIRST NATIONAL BANK OF VENICE, a Florida banking corporation, known to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same as such officer and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County aforesaid this 15 day of October, 1986.

Ruth W. Winterstein  
Notary Public

My Commission Expires: Notary Public, State of Florida  
My Commission Expires Sept. 2, 1989  
Shaded Three Day Fals - Inmate Inc.

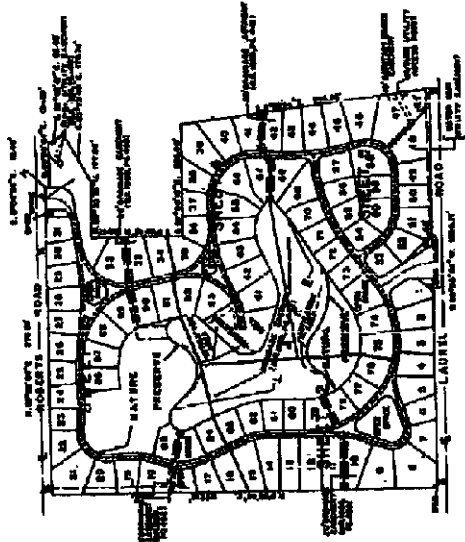
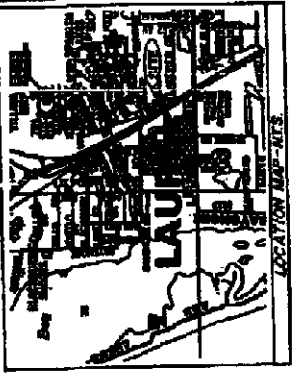


SECTION 89, TOWNSHIP 36 SOUTH, RANGE 48 EAST, COUNTY OF SARASOTA - STATE OF FLORIDA

# "LAUREL HOLLOWS"

## A LAND CONDOMINIUM IN SECTION 89, TOWNSHIP 36 SOUTH, RANGE 48 EAST, COUNTY OF SARASOTA - STATE OF FLORIDA

RECORDED'S MEMO: Legality of writing, typing or printing for reproductive purpose may be unassisted today in this document when received.



- GENERAL NOTES:
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE FLORIDA STATUTES AND LOCAL ORDINANCES.
  2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
  3. THE DEVELOPER SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
  4. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING ON THE SITE.
  5. THE DEVELOPER SHALL MAINTAIN THE COMMON AREAS AND SHALL BE RESPONSIBLE FOR THE REPAIR AND MAINTENANCE THEREOF.
  6. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ENVIRONMENT AND SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT POLLUTION AND OTHER HARMFUL EFFECTS.

THIS DOCUMENT IS A PUBLICATION OF THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR THE COUNTY OF SARASOTA, FLORIDA. IT IS HEREBY CERTIFIED THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR THE COUNTY OF SARASOTA, FLORIDA, ON THIS 15TH DAY OF MAY, 1993. AT SARASOTA, FLORIDA.

CLERK OF THE CIRCUIT COURT

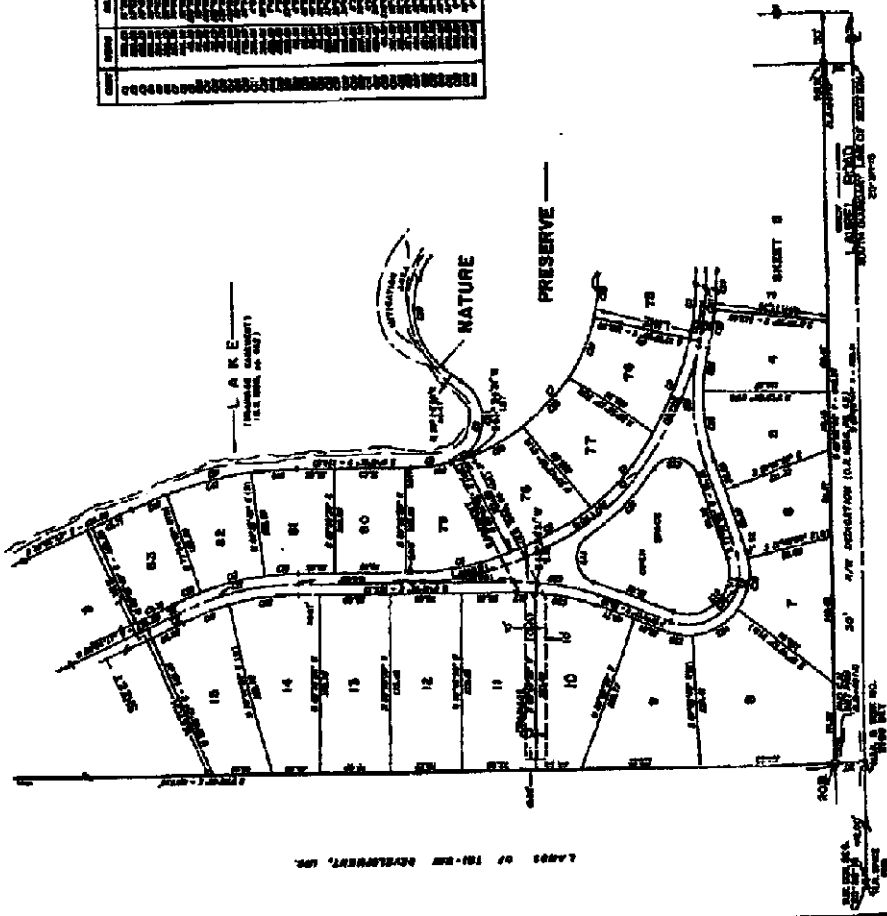
O.R. 1893 PG 1209

Exhibit "A"



**"LAUREL HOLLOW"**

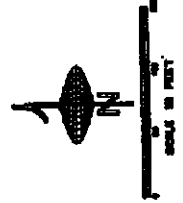
A LAND CONDOMINIUM IN  
SECTION 25, TOWNSHIP 25 SOUTH, RANGE 19 EAST  
COUNTY OF CAROLDA - STATE OF FLORIDA



LANDS OF THE DEVELOPER, INC.

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

Lot	Area	Notes
1	0.10	
2	0.10	
3	0.10	
4	0.10	
5	0.10	
6	0.10	
7	0.10	
8	0.10	
9	0.10	
10	0.10	
11	0.10	
12	0.10	
13	0.10	
14	0.10	
15	0.10	
16	0.10	
17	0.10	
18	0.10	
19	0.10	
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21	0.10	
22	0.10	
23	0.10	
24	0.10	

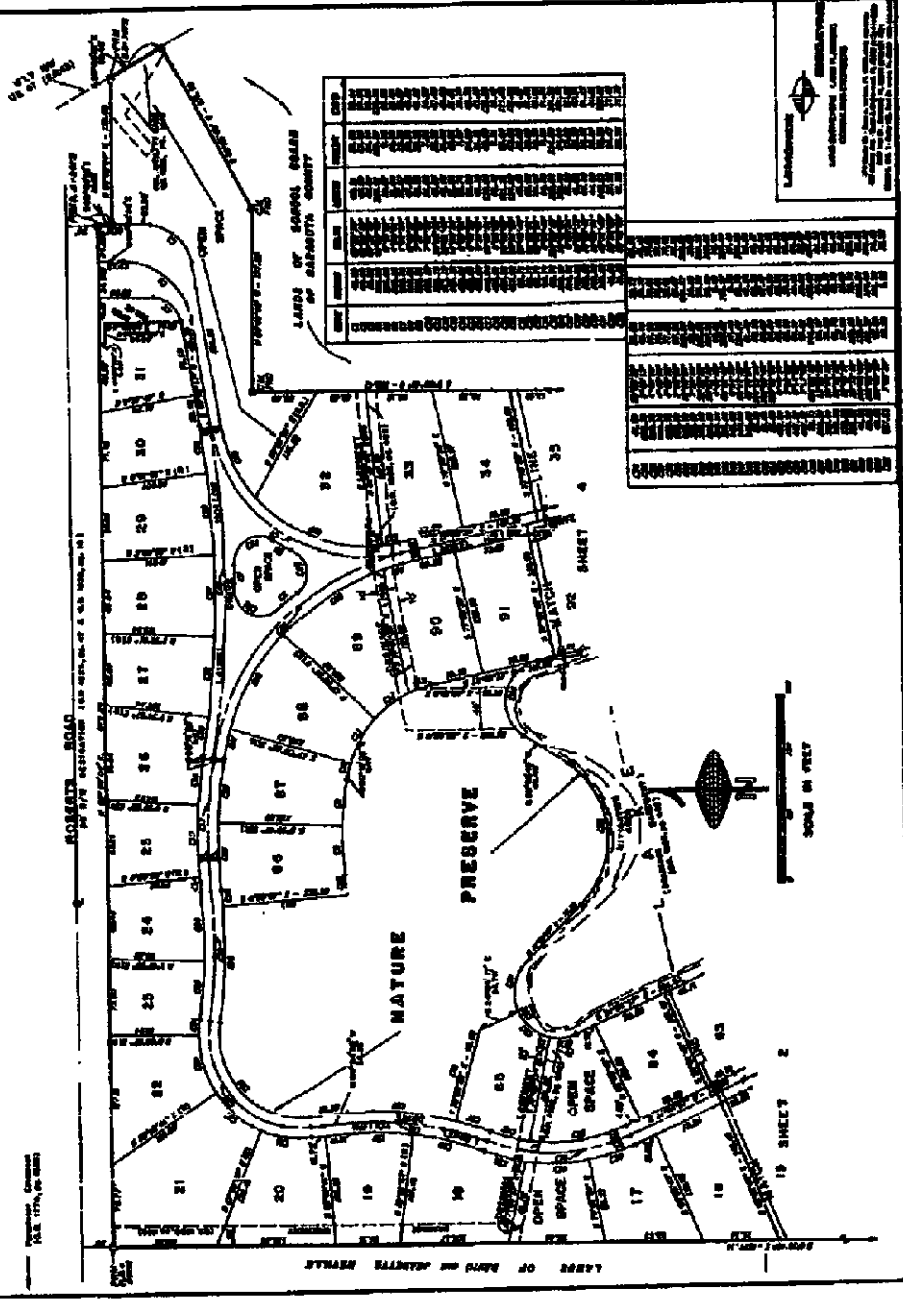


LAUREL HOLLOW  
DEVELOPER, INC.  
10000 LAUREL HOLLOW ROAD  
LAUREL HOLLOW, FLORIDA 32050  
TEL: 904-241-1111  
FAX: 904-241-1112

O.R. 1893 PG 1210

# "LAUREL HOLLOW"

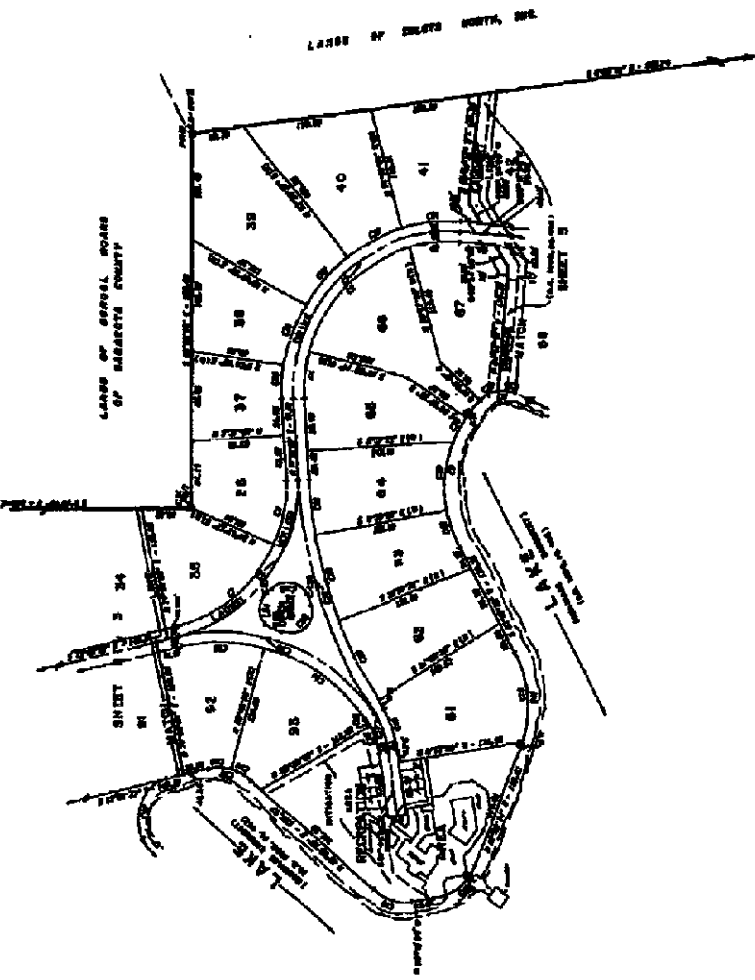
A LAND CONDOMINIUM IN  
SECTION 28, TOWNSHIP 28 SOUTH, RANGE 18 EAST  
COUNTY OF GARABOTA - STATE OF FLORIDA



D.R. 1695 PG 1211

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**"LAUREL HOLLOW"**  
 A LAND CONDOMINIUM IN  
 SECTION 28, TOWNSHIP 28 SOUTH, RANGE 28 EAST  
 COUNTY OF SARASOTA - STATE OF FLORIDA



Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	10,000	10,000	10,000	10,000
2	10,000	10,000	10,000	10,000
3	10,000	10,000	10,000	10,000
4	10,000	10,000	10,000	10,000
5	10,000	10,000	10,000	10,000
6	10,000	10,000	10,000	10,000
7	10,000	10,000	10,000	10,000
8	10,000	10,000	10,000	10,000
9	10,000	10,000	10,000	10,000
10	10,000	10,000	10,000	10,000
11	10,000	10,000	10,000	10,000
12	10,000	10,000	10,000	10,000
13	10,000	10,000	10,000	10,000
14	10,000	10,000	10,000	10,000
15	10,000	10,000	10,000	10,000
16	10,000	10,000	10,000	10,000
17	10,000	10,000	10,000	10,000
18	10,000	10,000	10,000	10,000
19	10,000	10,000	10,000	10,000
20	10,000	10,000	10,000	10,000
21	10,000	10,000	10,000	10,000
22	10,000	10,000	10,000	10,000
23	10,000	10,000	10,000	10,000
24	10,000	10,000	10,000	10,000
25	10,000	10,000	10,000	10,000
26	10,000	10,000	10,000	10,000
27	10,000	10,000	10,000	10,000
28	10,000	10,000	10,000	10,000
29	10,000	10,000	10,000	10,000
30	10,000	10,000	10,000	10,000
31	10,000	10,000	10,000	10,000
32	10,000	10,000	10,000	10,000
33	10,000	10,000	10,000	10,000
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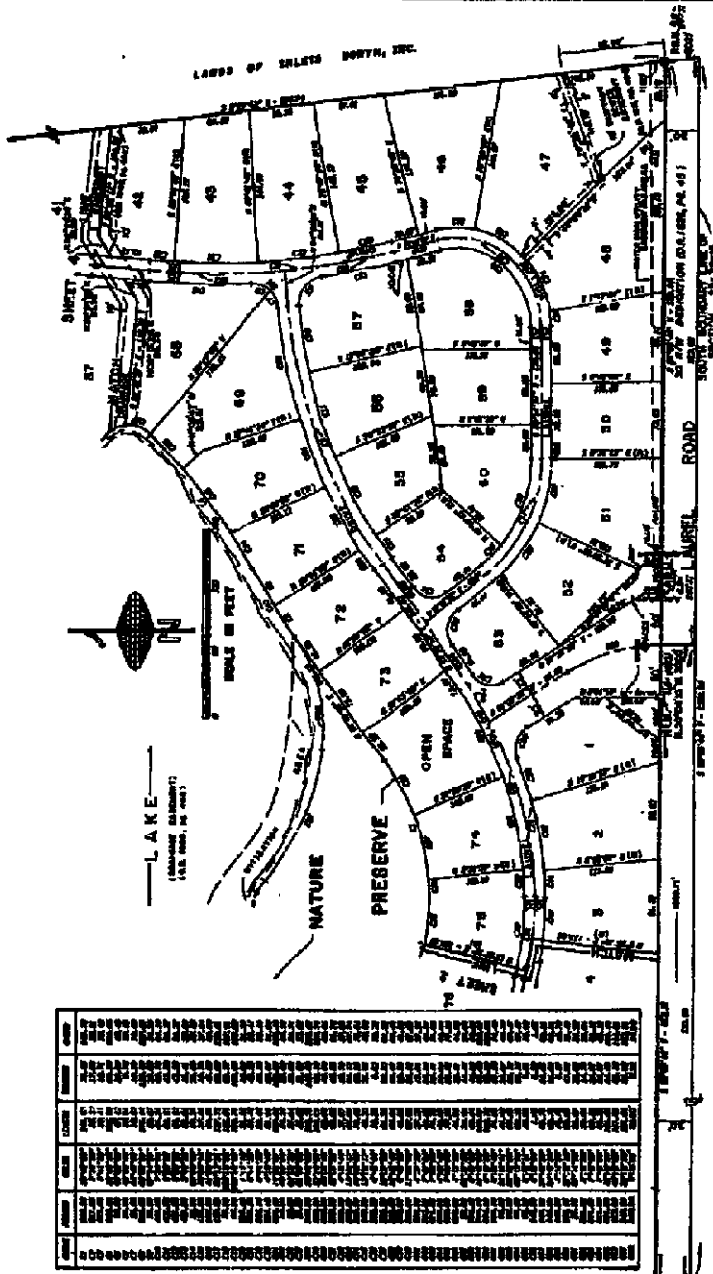


RECORDED  
 1989  
 1212

O.R. 1893 PG 1212

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

**"LAUREL HOLLOW"**  
 A LAND CONDOMINIUM IN  
 SECTION 28, TOWNSHIP 28 SOUTH, RANGE 48 EAST  
 COUNTY OF SARASOTA - STATE OF FLORIDA



LOT	AREA (SQ. FT.)	AREA (SQ. YD.)
41	10,000	111.11
42	10,000	111.11
43	10,000	111.11
44	10,000	111.11
45	10,000	111.11
46	10,000	111.11
47	10,000	111.11
48	10,000	111.11
49	10,000	111.11
50	10,000	111.11
51	10,000	111.11
52	10,000	111.11
53	10,000	111.11
54	10,000	111.11
55	10,000	111.11
56	10,000	111.11
57	10,000	111.11
58	10,000	111.11
59	10,000	111.11
60	10,000	111.11
61	10,000	111.11
62	10,000	111.11
63	10,000	111.11
64	10,000	111.11
65	10,000	111.11
66	10,000	111.11
67	10,000	111.11
68	10,000	111.11
69	10,000	111.11
70	10,000	111.11
71	10,000	111.11
72	10,000	111.11
73	10,000	111.11
74	10,000	111.11
75	10,000	111.11
76	10,000	111.11
77	10,000	111.11
78	10,000	111.11
79	10,000	111.11
80	10,000	111.11

LICENSED SURVEYOR  
 LICENSE NO. 12345  
 STATE OF FLORIDA  
 PROFESSIONAL SEAL

O.R. 1893 PG 1213

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

# State of Florida



Department of State

O.N. 1983 PA 1214

I certify that the attached is a true and correct copy of the Articles of Incorporation of LAUREL HOLLOW CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on October 31, 1985, as shown by the records of this office.

The document number of this corporation is N11841.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 5th day of November, 1985.



CER-101

A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone  
Secretary of State

Exhibit "B"

1/11/85

ARTICLES OF INCORPORATION  
OF

FILED

1985 OCT 31 PM 3:24

LAUREL HOLLOW CONDOMINIUM ASSOCIATION  
STATE OF FLORIDA  
TALLAHASSEE, FLORIDA

The undersigned, each with the capacity to contract, hereby execute and acknowledge these Articles of Incorporation for the purpose of forming a corporation not-for-profit under and by virtue of the laws of the State of Florida as contained in the provisions of Florida Statutes, Chapter 617, Part I, as amended (the "Act").

O.R. 1893 PG 1215

ARTICLE I. NAME

The name of the corporation shall be LAUREL HOLLOW CONDOMINIUM ASSOCIATION, INC.

ARTICLE II. PURPOSE AND POWERS

The general purpose for which the corporation is initially organized is the operation of a condominium in Sarasota county, Florida, pursuant to the Condominium Act, Florida Statutes, Chapter 718, to engage in activities which are necessary, suitable or convenient for the accomplishment of that purpose, or which are incidental thereto or connected therewith; and to transact any or all lawful business for which corporations may be incorporated under the Act. This corporation shall have all the powers specified in Section 617.021 of the Act, as well as all the powers specified in Florida Statutes, Section 718.111, as amended. The powers of this corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium.

ARTICLE III. QUALIFICATION OF MEMBERS

AND MANNER OF ADMISSION

The members of the corporation shall consist of all of the record owners of units in the Condominium and, after termination of the Condominium, shall consist of those who are members at the time of such termination and their successors and assigns.

Each change of membership in the corporation shall be established by (1) securing the approval of the corporation required by the Declaration of Condominium, and (2) recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing a record title to a unit in the Condominium and the delivery to the corporation of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the corporation and membership of the prior owner is terminated.

Members shall be entitled to one vote per unit as set forth in the Declaration of Condominium.

ARTICLE IV. TERM

The date of commencement of corporate existence shall be when these Articles have been filed with the Department of State and approved by it and the respective filing fee has been paid; the term for which the corporation is to exist shall be perpetual. In the event of dissolution of the corporation, no part of the corporation's earnings or assets shall inure to the benefit of any of its members.

O.R. 1898 Pg 1216

ARTICLE V. INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 996 Laguna Drive, Venice, Florida 33595, Florida, and the name of the initial registered agent of the corporation at such address is Emile W. Mouhot.

ARTICLE VI. INCORPORATORS

The name and address of the incorporator to these Articles is Emile W. Mouhot.

ARTICLE VII. OFFICERS

The affairs of this corporation will be administered by a president, a vice president, a secretary and a treasurer, and such other officers as may be set forth in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting and shall serve at the pleasure of the Board of Directors. If a vacancy occurs in any office, it shall be filled by the Board of Directors. The names of the officers who are to serve until the first such election are as follows:

<u>Office</u>	<u>Name</u>
President	Emile W. Mouhot
Vice President	Emile J. Mouhot
Secretary	Michael B. Mouhot
Treasurer	Michael B. Mouhot

ARTICLE VIII. DIRECTORS

The affairs of this corporation shall be managed by a Board of Directors which shall consist of no less than three (3) Directors as determined in the Bylaws. Directors shall be elected at the



annual meeting of the members in the manner set forth in the Bylaws. Directors may be removed and the vacancies shall be filled in the manner provided by the Bylaws.

Directors need not be members of the corporation.

The Directors named in these Articles shall serve as Directors for the ensuing year or until the first annual meeting of the corporation, and any vacancies before then shall be filled in the manner set forth in the Bylaws.

All of the duties and powers of associations existing under the Condominium Act, Declaration of Condominium, these Articles and Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when specifically required.

The names and addresses of the first Board of Directors are as follows:

<u>Name</u>	<u>Address</u>
Emile W. Mouhot	996 Laguna Drive Venice, Florida 33595
Emile J. Mouhot	992 Laguna Drive Venice, Florida 33595
Michael B. Mouhot	992 Laguna Drive Venice, Florida 33595

#### ARTICLE IX. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and all liabilities, including attorney fees, reasonably incurred by or imposed upon a Director in connection with any proceeding or any settlement of any proceeding to which the Director may

be a party or become involved in by reason of 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 corporate duties.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE X. BYLAWS

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

ARTICLE XI. AMENDMENTS TO ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended in the manner provided by statute or in the following manner:

Every amendment shall be approved by the Board of directors, proposed by them to the members and approved at a membership meeting for which due notice of the proposed amendment was given, by affirmative vote of sixty-six percent (66%) of the members.


Provided, however, that no amendment shall make any changes in the qualifications for membership nor voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon the Condominium.

Further provided that no amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. A copy of each amendment shall be certified by

the Secretary of State and be recorded in the Public Records of Sarasota County, Florida.

THE UNDERSIGNED, for the purposes of becoming a corporation not-for-profit under the provisions of the laws of Florida, does make and affix my signature to acknowledge and file in the office of the Secretary of State these Articles of Incorporation.

WITNESS my respective hand and seal this 16<sup>th</sup> day of October, 1985.

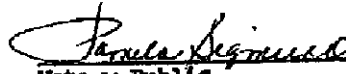
  
EMILE W. MOUNQUE

O.R. 1893 PG 1220

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgements, personally appeared EMILE W. MOUNQUE, to me known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the purposes therein expressed.


WITNESS my and official seal in the county and State last aforesaid this 16<sup>th</sup> day of October, 1985.

  
Notary Public (SEAL)

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Apr. 15, 1986  
Bonded By Gen. Ins. Underwriters

I have been designated as Registered Agent in the above Articles. Simultaneously, I hereby accept the appointment as Registered Agent.

  
EMILE M. MOUROU

O.R. 1893 PG 1221

FILED  
1985 OCT 31 PM 3 24  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**BYLAWS  
OF  
LAUREL HOLLOW CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE 1. GENERAL**

**Section 1. Name.** The name of the corporation is LAUREL HOLLOW CONDOMINIUM ASSOCIATION, INC.

**Section 2. Principal Office.** The principal office of the corporation shall be at 996 Laguna Drive, Venice, Florida 33595 or at such other place as may be designated by the Board of Directors.

**ARTICLE 2. DIRECTORS**

**Section 1. Number and Term.** There shall be at least three (3) members of the Board of Directors. After transfer of control of the Association pursuant to Article XVII of the Declaration of Condominium, all Directors elected by the members shall be elected to serve for the term of one (1) year, or until their successors shall be elected and shall qualify. The number of directors shall be set each year by the members.

**Section 2. Vacancy and Replacement.** If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a successor who shall hold office for the unexpired term in respect of which said vacancy occurred will be chosen by a majority of the remaining directors at a special meeting of the Directors duly called for this purpose attended by at least a quorum of the remaining Directors.

**Section 3. Elections.** Directors shall be elected at the annual meeting of the membership.

**Section 4. Removal.** Directors shall be subject to recall and removal as provided by law. No Director who is also a member shall continue to serve on the Board if, except as heretofore set forth, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

**Section 5. First Board of Directors.** Emile W. Mouhot, Emile J. Mouhot and Michael B. Mouhot shall constitute the first Board of Directors, and shall hold office and exercise all powers of the Board of Directors pursuant to the provisions of the Declaration of Condominium, anything herein to the contrary notwithstanding. Any or all of said Directors shall be subject to replacement in the event of resignation or death as above provided.

**Section 6. Powers.** The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation, or the Declaration to which these Bylaws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

Exhibit "C"

O. R. 1983 PG 1222

A. To make and collect assessments and establish the time for which payments of same are due.

B. To use and expend the assessments collected to maintain, care for and preserve the units and condominium property except those portions thereof which are required to be maintained, cared for and preserved by the unit owners.

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

D. To enter into and upon the units when necessary with as little inconvenience to the owners as possible in connection with such maintenance, care and preservation.

E. To insure and keep insured said condominium property, in the manner set forth in the Declaration, against loss from fire and/or other casualty and flood and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

F. To collect delinquent assessments by suit or otherwise abate nuisance and enjoin or seek damages from the unit owners for violation of these Bylaws and the terms and conditions of the Declaration.

G. To employ or contract with such personnel and businesses as may be required for the maintenance and preservation of the property.

H. To make reasonable rules and regulations for the occupancy of the condominium parcels.

Section 7. Meetings. The annual meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practical. The Annual meeting of the Board of Directors shall be held at the same place as the general members' meeting.

Special meetings shall be held whenever called by the direction of the President, or a majority of the Board. The Secretary shall give notice of such special meeting wither personally, by mail or telegram, at least three (3) days before the date of such meeting, but in an emergency the Directors may waive notice of the calling of the meeting.

D. R. 1989 Pg 1223

A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. Except in case of emergencies, notice of all meetings shall be posted on the bulletin board in the Cabana Building at least forty-eight (48) hours before each meeting.

Section 8. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll Call
- B. Reading of minutes of the last meeting
- C. Consideration of communications
- D. Resignations and elections
- E. Reports of officers and employees
- F. Reports of committees
- G. Unfinished business
- H. Original resolutions and new business
- I. Adjournment

Section 9. Annual Statement. The Board shall present no less often than at the annual meeting a full and clear statement of the business and condition of the corporation, including an assessment paid by each member.

Section 10. Proposed Annual Budget. The proposed Annual Budget of the corporation for the next fiscal year shall be mailed with the notice of the annual meeting. The budget shall detail all proposed common expenses by accounts and expense classification and shall provide for any necessary reserve or contingency.

Section 11. Fidelity Bonding. All officers and directors who control or disburse funds of the corporation shall be covered by fidelity bonds during their terms of office. The corporation shall pay the cost of all such bonding.

### ARTICLES 3. OFFICERS

Section 1. Executive Officers. The executive officers of the corporation shall be a President, Treasurer, and Secretary, all of who shall be elected annually by the Board of Directors. Any two of said officers may be united in one person except that the President shall not also be the Secretary. Directors shall be entitled to hold executive office on the same basis as other members of the corporation. If the Board so determines, there may be one or more Vice President.

O.R. 1898 PG 1224

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as it deems necessary, who shall hold office during the pleasure of the Board of Directors, and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time, by action of the Board of Directors. The Board may delegate powers of removal of subordinate officers and agents to any officer.

Section 4. President. The President shall preside at all meetings of the members and Directors; he shall have general and active management of the business of the corporation; he shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages, and other contracts requiring the seal, under the seal of the corporation; the seal when affixed may be attested by the Secretary.

He shall have general superintendence and direction of all the other officers of the corporation and shall see that their duties are performed properly.

He shall submit a report of the operation of the corporation for the fiscal year to the Directors whenever called for by them, and to the stockholders at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which the interest of the corporation may be required to be brought to their notice.

He shall be an ex officio member of all the committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. Vice President. In the event that the Board authorizes and appoints a Vice President, then, in the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. He shall also assist the President generally and exercise such other powers and perform other duties, as shall be prescribed by the Directors.

Section 6. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors.

He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

D. R. 1883 PG 1225



He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these Bylaws.

He shall keep the register of the post office addresses of each unit owner which shall be furnished to the Secretary by such unit owner.

In general he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer shall keep full, accurate accounts of receipts and disbursements, all books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

He shall disburse funds of the corporation as ordered by the Board, get proper vouchers for such disbursements, and render to the President and Directors at the regular meeting of the Board or whenever they may require an account of all his transactions as Treasurer and of the financial condition of the corporation.

He may be required to give the corporation a bond in the sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office and restoration of the corporation, in the case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 8. Vacancies. If the office of any officers authorized in these Bylaws or by the Board of Directors becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these Bylaws may choose a successor or successors who shall hold office for the unexpired term.

Section 9. Resignations. Any Director or other officer may resign his office at any time, such resignation to made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall be required to make it effective.

#### ARTICLE 4. MEMBERSHIP

Section 1. Definition. Membership in the corporation shall be limited to owners of condominium parcels, as defined by the Florida Condominium Act, in LAUREL HOLLOW, a Condominium.

Section 2. Transfer of Membership and Ownership. Membership in the corporation may be transferred only as an incident to the transfer of a condominium unit, and such transfer shall be subject to the procedures set forth in the Declaration of Condominium and in the Articles of Incorporation of Laurel Hollow Condominium, Inc.

#### ARTICLE 5. MEETING OF THE MEMBERSHIP

Section 1. Place. All meetings of the corporate membership shall be held at the office of the corporation or such other place as may be stated in the notice.

Section 2. Annual Meeting. The first annual meeting of the membership shall be held as required by law. Thereafter, it shall be held during the month of December of each year.

At the annual meetings, except as heretofore set forth and as otherwise provided in the Articles of Incorporation, the members shall elect, by a majority vote, a Board of Directors and transact such other business as may properly come before the meeting.

Written notice of the annual meeting shall be served upon or mailed by the Secretary to each member entitled to vote thereat, at such address as appears on the books of the corporation at least fourteen (14) days prior to the meeting. An agenda of the meeting together with the nominating committee's report shall accompany the written notice.

Section 3. Membership List. At least fourteen (14) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by unit, with the residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of the corporation and shall be open to examination by any member throughout such time.

Section 4. Parcel Owned by More Than One Person or Corporation. The vote of the owners of a condominium unit owned by more than one person or by a corporation or other entities shall be cast by the person named in a certificate signed by all of the owners of the unit, and filed with the Secretary of the association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirements for a quorum nor for any other purposes.

Section 5. Right to Vote and Proxies. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxies shall only be valid for such meeting or subsequent adjourned meeting thereof. When one owner owns more than one condominium parcel, he shall be entitled to the vote for each parcel so owned.

**Section 6. Special Meetings.** Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary at the request in writing, of a majority of the Board of Directors or at the request in writing of 20 members. Such request shall state the purpose or purposes of the proposed meeting.

Written notice of a special meeting of members stating the time, place and object thereof shall be served upon and mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least five (5) days before such meeting, or in the case of emergency meetings, by posting such notice conspicuously on the condominium property at least 48 hours in advance of such meeting.

Business transacted at all special meetings shall be confined to the object stated in the notice thereof.

**Section 7. Quorum.** Members entitled to vote and representing owners of fifty-one percent (51%) of the units present in person or by written proxy shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by the statutes, by the Articles of Incorporation, or by these Bylaws. If, however, such a quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

**Section 8. Vote Required to Transact Business.** When a quorum is present at any meeting, the vote of a majority of the unit owners present in person or represented by written proxy, shall decide any question brought before the meeting unless the question is one upon which by express provision of the statutes or of the Articles of Incorporation, the Declaration of Condominium or of these Bylaws, a different vote is required, in which case such expressed provision shall govern and control the decision of such question.

**Section 9. Waiver and Consent.** Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or the Articles of Incorporation, Declaration of Condominium or these Bylaws, to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote if such meeting were held, shall consent in writing to such action being taken.

ARTICLE 6. NOTICES

Section 1. Definition. Whenever, under the provisions of the statutes or of the Articles of Incorporation or of these Bylaws, notice is required to be given to any Director or member, it shall not be construed to mean personal notice; but such notice shall be given in writing by mail, by depositing the same in the post office or letter box in a postpaid, sealed wrapper addressed to such Director or member as his name appears on the books of the corporation.

Section 2. Service of Notice of Waiver. Whenever any notice is required to be given under the provisions of the statutes or the Articles of Incorporation, Declaration of Condominium or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE 7. FINANCES

Section 1. Fiscal Year. The fiscal year shall begin the 1st day of January in each year.

Section 2. Checks. All checks or demands for money and notes of the corporation shall be signed by the President or Treasurer or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Accounts. The Board of Directors shall establish a system of accounts and accounting that will assure proper and accurate control over the Association's tangible and intangible property.

ARTICLE 8. SEAL

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization, and the words "non-profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE 9. ARBITRATION

In the event of an internal dispute arising from the operation of the condominium among unit owners, the Association or their agents and assigns, the parties may voluntarily agree to the settlement of the dispute by binding arbitration in accordance with the provisions of the Florida Arbitration Statute or in accordance with and under the auspices of the American Arbitration Association.

**ARTICLE 10. SURRENDER OF POSSESSION**

In the event of the legal termination of an individual interest in the condominium parcel or the occupancy rights thereunder in favor of the corporation, the member or any other person or person in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to enter and to possess the unit. The member, for himself and any successors in interest by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Sarasota County, the State of Florida, or the United States of America.

**ARTICLE 11. AMENDMENTS**

The Bylaws may be altered, amended or added to at any duly called meeting of the members by a two-thirds (2/3) vote of the membership, assuming that a quorum of the membership votes either in person or by proxy.

**ARTICLE 12. CONSTRUCTION**

Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires.

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

Adopted this 16th day of December, 1985.

O.R. 1988 PG 1230

FILED AND RECORDED  
R.H. HOGNEY JR. CLERK  
SARASOTA CO. FLA.  
Dec 16 3 02 PM '85

Rec. 9.00

Return to:  
William R. Korp, Esquire  
ISPHORDING, Korp, Muirhead,  
Haworth & White, Chartered  
333 S. Tamiami Trail  
Venice, Florida 33595

CERTIFICATE OF  
SECOND AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
LAUREL HOLLOW, A LAND CONDOMINIUM

727889 *Over*

O.R. 1928 PG 1334

The members of LAUREL HOLLOW CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, (hereinafter "Corporation"), unanimously adopted the following Second Amendment to the Declaration of Condominium of LAUREL HOLLOW, a Land Condominium, which Declaration appears in Official Records Book 1893, Page 1194 of the Public Records of Sarasota County, Florida, pursuant to Article XII of the Declaration of Condominium at a Special Meeting called for that purpose on February 26, 1987:

See Second Amendment attached hereto and marked Exhibit "A".

Such action was taken subsequent to a meeting of the Board of Directors, adopting a similar resolution.

Executed in the name of the Corporation by its President and its Secretary who declare under penalties of perjury that the facts stated herein are true.

Dated this 26th day of February, 1987.

LAUREL HOLLOW CONDOMINIUM  
ASSOCIATION INC.  
By: [Signature]  
EMILE W. MOUTHOT, President

ATTEST:

By: [Signature]  
MICHAEL B. MOUTHOT, Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA

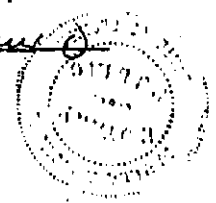
I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared EMILE W. MOUTHOT, President of LAUREL HOLLOW CONDOMINIUM ASSOCIATION, INC., and MICHAEL B. MOUTHOT, Secretary of LAUREL HOLLOW CONDOMINIUM ASSOCIATION, INC., a corporation under the laws of the State of Florida, known to me to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same as such officers and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County aforesaid this 26th day of February, 1987.

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. APR 10, 1990  
BONDED THRU GENERAL INS. UND.



SECOND  
AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
LAUREL HOLLOW, A LAND CONDOMINIUM

D.R. 1928 PA 1335

1. Article XII, RESTRICTIONS ON USE OF CONDOMINIUM  
PROPERTY, shall be amended by amending Section (17) as follows:

"(17) No building, whether dwelling, garage,  
outbuilding or otherwise shall be erected nearer than twenty (20)  
feet from any street line or ten (10) feet from the rear property  
line of any unit. In each event, structures on adjacent units  
shall be separated by a minimum of twenty (20) feet."

FILED  
R.H. WICKS, JR. CLERK  
SARASOTA CO. FLA.

MAR 10 3 05 PM '87

P. 1050

Return 50%

ESPORDING KÖRP PAYNEMEN  
WHITE & HORLICK CHARTERED  
P. O. BOX 348  
177 SARASOTA, FLORIDA 34230-0248

1311

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM

90083615

OF

LAUREL HOLLOW, A LAND CONDOMINIUM

OFFICIAL RECORDS  
BOOK 2222 PAGE 2542

U.S. LAND CORP., a Florida Corporation, pursuant to and in accordance with §718.104(4)(e), Florida Statutes, does hereby amend the Declaration of Condominium to include the attached Certificate of Substantial Completion. Except as amended hereby, the Declaration of Condominium shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment, this 1st day of August, 1990.

Signed, sealed and delivered in the presence of:

U.S. LAND CORP., a Florida Corporation

James J. Sigman  
Lucia B. Wisard

By: [Signature]  
RICHARD P. MOUHOUT, President

STATE OF FLORIDA  
COUNTY OF

BEFORE ME, the undersigned authority, personally appeared RICHARD P. MOUHOUT, the President of U.S. LAND CORP., a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal this 1st day of August, 1990.

James J. Sigman  
Notary Public (SEAL)

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. APR. 16, 1994  
BONDED THRU GENERAL INS. UND.

JET:00060MSAMD



**CERTIFICATE OF SURVEYOR**

I, the undersigned, a Florida Registered Land Surveyor, certify pursuant to Section 718.104 (4) (e), Florida Statutes, that the Common Elements and Units 1-93 of LAUREL HOLLOW, a Land Condominium, are substantially complete, so that the plot plan and graphic description together with the provision of the Declaration of Condominium describing the condominium property, recorded in Official Record Book 1893, page 1193, et seq., and Condominium Book 20, Page 8-8D, is an accurate representation of the location and dimension of the common elements and of each unit that the identification, location and dimension of the common elements and of each unit can be determined from these materials.

DATE: The 17<sup>th</sup> day of July, 1990.

D. E. L. (SEAL)

DANIEL E. LEMOENDE  
Registered Land Surveyor  
Florida Certificate No. 2900

\*\* OFFICIAL RECORDS \*\*  
BOOK 2232 PAGE 2543

RECORDED IN OFFICIAL RECORDS FILED  
Dec 9 9 02 AM '90  
KAREN E. HUGHES  
CLERK OF DISTRICT COURT  
SARASOTA COUNTY, FL

PL 5.00  
TOST 1.00

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AN OFFICIAL RECORDS BOOK 1993 PAGE 247

**CERTIFICATE OF FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAUREL HOLLOW, A LAND CONDOMINIUM**

The members of LAUREL HOLLOW CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, by a vote of 85 to 2, adopted the following amendment to the Declaration of Condominium of Laurel Hollow, a land condominium, which Declaration appears in Official Records Book 1893, Page 1194, of the Public Records of Sarasota County, Florida, at the Annual Meeting on December 5, 1991.

Article IX - OPERATION OF THE CONDOMINIUM is amended to read as follows:

The operation of the condominium shall be governed by the Bylaws of the Condominium Association which are annexed to this Declaration as Exhibit "C" and made a part hereof. Said Bylaws may be amended in the manner given in those Bylaws.

Prepared by and executed in the name of the corporation by its Secretary who declares under the penalties of perjury that the facts stated herein are true.  
Dated this 24th day of January, 1992.

LAUREL HOLLOW CONDOMINIUM ASSOCIATION, INC.

*William A. Maberry*

William A. Maberry, Secretary

RECORDED IN OFFICIAL RECORDS BOOK 1993 PAGE 247  
JAN 21 3 25 PM '92  
KALVIN W. HOSKING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL.

Return to: William A. Maberry  
Laurel Hollow Condominium Association, Inc.  
275 Laurel Hollow Drive  
Nokomis, Florida 34275

*Tom G. King*  
January 24th 1992  
Notary Public, State of Florida  
Commission Expires March 14, 1993  
Rounded Tom G. King - Sarasota, FL

17-  
250

94144966

•• OFFICIAL RECORDS ••  
BOOK 2693 PAGE 2571

LAUREL HOLLOW CONDOMINIUM ASSOCIATION, INC.  
275 LAUREL HOLLOW DRIVE  
NOKOMIS, FLORIDA 34275

The members of LAUREL HOLLOW CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, adopted the following four amendments to their documents at the Annual Meeting on December 7, 1994. These documents begin with the Declaration of Condominium of Laurel Hollow, a land condominium, which appears in Official Records Book 1893, Page 1194, et seq., of the Public Records of Sarasota County, Florida

**FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAUREL HOLLOW, A LAND CONDOMINIUM**

Article XII, Paragraph (8) is amended to read as follows:

No trailer, camper or habitable motor vehicle of any kind shall be kept or stored on any part of the condominium property including streets serving the condominium except within an enclosed garage. No trucks of any kind including van type vehicles and any vehicle having characteristics of a truck or vehicles of the kind used for commercial purposes, except as approved in writing by Developer or the Association, shall be kept or stored or shall be parked overnight on part of any unit or property within the condominium, including streets serving the condominium except in an enclosed garage. No boat, whether on or off a trailer, may be parked or placed at any time on any part of any unit or property within the condominium including streets serving the condominium except in an enclosed garage. There shall be no residents motor vehicles parked on any part of any unit other than in the garage, except on a temporary non-recurring parking basis not to exceed 48 hours. Unit owner's guests may park one (1) conforming vehicle in owner's driveway for a maximum of fourteen (14) days.

Reliance

**SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAUREL BELLOW,  
A LAND CONDOMINIUM**

Article XII, Paragraph (23), is amended to read as follows:

Except for sale or leasing thereof by the Developer, no parcel or unit shall be sold or leased by any person, party or corporation, without the owner thereof first applying on a form provided by the association for consent to the transfer to the Board of Directors of the association, which said consent shall be given or withheld upon the Board's determination of the ability of the proposed lessee or grantee to meet the financial obligations of the unit, and the social and moral desirability of said proposed lessee or grantee. Such application shall contain such information as required by the standard application form which shall be established by the Board of Directors of the association. Such consent shall be executed with the same formalities as required for the recording of a deed and recorded along with the deed conveying any unit with the condominium. Such consent must be given or denied within 30 days after the request for the same shall have been received by the Board of Directors.

If the Directors elect to deny consent to a sale or lease, the association or any member shall have fifteen (15) days within which to buy or lease the unit on the same terms as stated in the notice of sale or lease and if within said fifteen (15) day period neither the association nor any member shall make such arrangements, the unit shall become freely transferrable with the deed or lease being consented to by the association as though it had approved the purchaser or tenant.

The foregoing provisions shall not be applicable on the sale of a condominium unit by an institutional first mortgagee after such mortgagee shall have acquired title as a result of the foreclosure of its mortgage or as a result of a deed in lieu of foreclosure; provided further that the foregoing provisions shall not be applicable to purchasers at foreclosure sales on institutional first mortgages. In no event shall a unit be leased for a term of less than one (1) year. There shall be a ten dollar (\$10) nonrefundable fee, paid to the Association by the unit owner, for processing the sale or lease application.

**FIRST AMENDMENT TO THE ARTICLES OF INCORPORATION OF LAUREL  
HOLLOW, A LAND CONDOMINIUM**

Article VIII. is amended to read as follows:

The affairs of this corporation shall be managed by a Board of Directors which shall consist of no less than three (3) Directors as determined in the Bylaws. Directors shall be elected at the annual meeting of the members in the manner set forth in the Bylaws. Directors may be removed and the vacancies shall be filled in the manner provided by the Bylaws.

**Directors must be members of the Corporation.**

The Directors named in these Articles shall serve as Directors for the ensuing year or until the first annual meeting of the corporation, and any vacancies before then shall be filled in the manner set forth in the Bylaws.

All of the duties and powers of associations existing under the Condominium Act, Declaration of Condominium, these Articles and Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when specifically required.

The names and addresses of the first Board of Directors are as follows:  
Emile W. Mouhot, Emile J. Mouhot, and Michael B. Mouhot, all of 996 Laguna Drive,  
Venice, Florida 33595.

**FIRST AMENDMENT TO THE BYLAWS (which were completely rewritten and recorded on February 3, 1994)**

Article 2, Section 5, Paragraph A, is amended to read as follows:

To make and collect assessments and establish the time for which payments of same are due. The postmark on the Condominium assessments fee payment envelope must be no later than the legal due date, which is the first of each calendar quarter, to be considered on time. There will be a ten dollar (\$10) administrative late fee in addition to interest at the rate of 1.5% per month on all unpaid assessments.

Executed in the name of the Corporation by its President and Secretary who declare under penalties of perjury that the facts stated herein are true.

Dated this twelfth day of December, 1994.

LAUREL HOLLOW CONDOMINIUM ASSOCIATION, INC.

*William A. Maberry*  
William A. Maberry, President

*Erich Brugmann*  
Erich Brugmann, Secretary

RECORDED IN OFFICIAL RECORDS  
REC'D VERIFIED  
94 DEC 13 PM 3:36  
H. J. LUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL

State of Florida  
County of Sarasota

Before me this appeared William A. Maberry and Erich Brugmann who depose the above information to be correct and did not take an oath.

*Mary Anna Copeland*

OFFICIAL NOTARY SEAL  
MARY ANNA COPELAND  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC358122  
MY COMMISSION EXP. MAR. 21, 1998

CERTIFICATE OF EIGHTH AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM OF  
LAUREL HOLLOW

The members of LAUREL HOLLOW CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, by a vote of 71 to 10, adopted the following amendment to the Declaration of Condominium of Laurel Hollow, which Declaration appears in Official Records Book 1893, Page 1194, of the Public Records of Sarasota County, Florida, at a special meeting called and held on the 6<sup>th</sup> day of April, 2004.

Article XII Paragraph (23) is amended to read as follows:

Except for sale or leasing thereof by the Developer, no parcel or unit shall be sold or leased by any person, party or corporation, without the owner thereof first applying on a form provided by the Association for consent to the transfer to the Board of Directors of the Association, which said consent shall be given or withheld upon the Board's determination of the ability of the proposed lessee or grantee to meet the financial obligations of the unit, and the social and moral desirability of said proposed lessee or grantee. Such application shall contain such information as required by the standard application form which shall be established by the Board of Directors of the Association. Such consent shall be executed with the same formalities as required for the recording of a deed and recorded along with the deed conveying any unit with the condominium. Such consent must be given or denied within 30 days after the request for the same shall have been received by the Board of Directors.

If the Directors elect to deny consent to a sale or lease, the Association or any member shall have fifteen (15) days within which to buy or lease the unit on the same terms as stated in the notice of sale or lease and if within said fifteen (15) day period neither the Association nor any member shall make such arrangements, the unit shall become freely transferable with the deed or lease being consented to by the Association as though it had approved the purchaser or tenant.

The foregoing provisions shall not be applicable on the sale of a condominium unit by an institutional first mortgagee after such mortgagee shall have acquired title as a result of the foreclosure of its mortgage or as a result of a deed in lieu of foreclosure; provided further that the foregoing provisions shall not be applicable to purchasers at foreclosure sales on institutional first mortgages. In no event shall a unit be leased for a term of less than one (1) year. ~~There shall be a ten dollar (\$10) nonrefundable fee, paid to the Association by the unit owner, for processing the sale or lease application. There shall be a One Hundred Dollar (\$100) nonrefundable fee, paid to the Association by the buyer or lessee, for processing the sale or lease application.~~

Prepared and executed in the name of the Corporation by its President, who declares under the penalties of perjury that the facts stated herein are true.

Dated this 12<sup>th</sup> day of APRIL, 2004.

LAUREL HOLLOW CONDOMINIUM ASSOCIATION, INC.

Marilyn Sue Doherty  
Marilyn Sue Doherty, President 0638-557-95-862.0

John A. Begy  
John A. Begy, Treasurer 8200-461-28-202.0

WITNESSES Maureen Kau  
Ellen Huraway



RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2004066564 2 PPS  
2004 APR 12 11:31 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
MAY 10 8 45 AM  
REC'D 10459479

275 Laurel Hollow Dr. Nokomis FL 34275

STATE OF FLORIDA  
COUNTY OF SARASOTA

INSTRUMENT # 2004066554

2 PGS

The foregoing instrument was acknowledged before me this 12 day of April, 2004 by Marilyn Sue Doherty, President of Laurel Hollow Condominium Association, Inc., and John A. Begy, Treasurer of Laurel Hollow Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced FL. DRIV. LICENSE as identification and did (did not) take an oath.

MAUREEN SKAU

Printed name of Notary Public

Maureen Skau

Notary Public

My commission expires  
MAUREEN SKAU  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC949084  
MY COMMISSION EXPIRES JUNE 25, 2004