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INSTRUMENT # 2023094233 2 PG(S)
June 12, 2023 02:32:57 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Prepared by and return to:
Cindy A. Hill, Esq.
Tannenbaum Lemole & Hill
614 S. Tamiami Trail
Osprey, FL 34229



**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
OAK FOREST VILLAS, A CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT is executed this 2nd day of June, 2023, by Oak Forest Villas Condominium Association, Inc., a Florida not-for-profit corporation (hereinafter the "Association").

RECITALS

WHEREAS, the Association has been established for the operation of Oak Forest Villas Condominium Association, Inc., in accordance with the Amended and Restated Declaration of Condominium of Oak Forest Villas, a Condominium, that was recorded on March 10, 2014, at Instrument No. 2014026587 of the Public Records of Sarasota County, Florida, as amended; and,

WHEREAS, the amendments to Declaration were submitted to the Members of the Association at the meeting of the Members held on May 9, 2023, which Meeting was duly noticed in accordance with the Florida Statutes; and,

WHEREAS, the amendments were approved by not less than sixty-six and two-thirds percent (66-2/3%) of the Board of Directors (4 of 5), and not less than fifty-one percent (51%) of the votes of the owners (36 of 70);

NOW THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. All present and future Members of the Association shall be bound by the amendments to the Declaration.

New language is indicated by underlined type. Deleted language is indicated by ~~striketrough~~ type.

Paragraph (s) of Section 16.1 of Article 16 of the Declaration is amended as follows:

16.1 SPECIFIC USE RESTRICTIONS: No owner, occupant, tenant, guest, or invitee shall:

...

(s) Make use of the common elements or their unit in such a manner as to abridge the equal rights of ~~the other unit owners, occupants, tenants, guests, or invitees~~ to their quiet use and enjoyment of their unit or the common elements. Additionally, no owner, occupant, tenant, guest, or invitee shall verbally or physically abuse or harass another owner, occupant, tenant, guest, or Association volunteer, employee, vendor, or agent;

...

A new Section 19.7 is added to Article 19 of the Declaration as follows:

19. DUTY TO COMPLY; REMEDIES: Each condominium unit owner and all unit owner occupants, tenants, guests, and invitees shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of those persons to comply with such documents and regulations shall entitle the Association or any aggrieved condominium unit owner to the following relief in addition to any other remedies provided by the Condominium Act, Florida or Federal law:

...

19.7 HARASSMENT AND/OR VULGARITY: No unit owner shall harass another unit owner and/or any employee, agent, service provider, or independent contractor of the Association. Such prohibited harassment shall include, but not be limited to, threatening actions or statements, communications that primarily serve to target a person in an abusive manner, and/or using vulgar terms when addressing the person. Any unit owner committing such actions and/or making such statements shall be subject to the enforcement provisions of this Article 19, as applicable, without waiver of any criminal actions against the offending unit owner. Any unit owner who is fined for a violation of this Section shall be prohibited from serving on any Association Committee for a calendar year from the date that the Board voted to levy the fine.

All other Sections remain unchanged.

IN WITNESS WHEREOF, we have affixed our hands this 2 day of June 2023, in Sarasota County, Florida.

Witness Signature

Thomas J. Ward

Printed Name

Paula Morgan

Witness Signature

PAULA MAYER

Printed Name

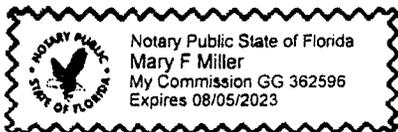
OAK FOREST VILLAS CONDOMINIUM ASSOCIATION, INC.

By: Linda Bardach
Linda Bardach, President

By: Sharon Morgan
Attest: Sharon Morgan, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 2nd day of June 2023, by Linda Bardach, as President, and Sharon Morgan, as Secretary of Oak Forest Villas Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who are personally known to me or have produced _____ as identification.



Mary F. Miller
Notary Public, State of Florida

✓ This instrument prepared by and return to:
Chad M. McClenathen, Esq.
783 S. Orange Ave., Suite 210
Sarasota, FL 34236

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January 28, 2019 02:34 15 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY FL



**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
OF OAK FOREST VILLAS, A CONDOMINIUM**

The undersigned officers of **Oak Forest Villas Condominium Association, Inc.**, the corporation in charge of the operation and control of Oak Forest Villas, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 1622 Page 209 et seq., and amended and restated in Official Records Instrument # 2014026587, 53 Pages, of the Public Records of Sarasota County, Florida, hereby certify that the following amendment to the Declaration of Condominium was proposed and approved by vote of the Board of Directors, and approved by vote of not less than a majority of the voting interests of the entire membership at a membership meeting held on November 29, 2018. The undersigned further certify that the amendment was proposed and approved in accordance with the condominium documentation and applicable law.

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

.....

11. ALTERATION AND IMPROVEMENT: Alteration and improvements to the common elements and the units shall be governed by the following provisions:

11.1 ~~TO COMMON ELEMENTS:~~ There shall be no material or substantial change to the common elements without the approval either in writing by not less than a majority of all unit owners (36 of 70), or by affirmative vote of not less than a majority of the voting interests of the unit the owners participating in person or by proxy at a duly noticed membership meeting at which a quorum is attained ~~of not less than sixty-six percent (66%) of the units in the Condominium.~~ Any such alteration or improvement which is so approved by such requisite percentage majority of unit owners as provided herein, shall not interfere with the rights of any unit owner as established by this Declaration, without the unit owner's specific consent. Nothing contained in this section shall be deemed to require such written consent for maintenance, repair or replacement of existing Common Element facilities and improvements. A change that does not cost more than an amount equal to 5% of the total budget, including reserves, shall be considered non-material and non-substantial and may be approved by an affirmative vote of 2/3 of the members of the Board of Directors alone.

11.2 ALTERATIONS OR IMPROVEMENTS TO THE UNITS BY UNIT OWNERS: No unit owner shall make any alteration or improvement to the unit owner's unit except in accordance with this section. A unit owner may make alterations and improvements to the interior of the single family dwelling structure located within the unit, so long as such alterations or improvement are not visible from the outside of the unit, do not impair the structural integrity of the dwelling, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and the law. A unit owner may not expand, enlarge, relocate or add to the single family structure originally located within his unit or make any other alterations or improvements to a unit that will change the appearance of a unit without prior approval in writing obtained from the Board of Directors.

11.3 ALTERATIONS OR IMPROVEMENTS TO UNITS BY ASSOCIATION. The Association has the duty under this Declaration to maintain, repair and replace designated portions of the units. In recognition of the fact that it may not be possible, or desirable, for the Association to perform its maintenance of the units using the same product, color or material, the purpose of this provision is to create a procedure whereby the Board may propose a change to the units that might be considered an alteration or improvement. The Association shall not materially or substantially change any portion of one or more units without approval in writing by not less than a majority of all unit owners (36 of 70), or by affirmative vote of not less than a majority of the voting interests of the unit owners participating in person or by proxy at a duly noticed membership meeting at which a quorum is attained. No alteration or improvement approved by the unit owners as provided herein shall interfere with the rights of any unit owner as established by this Declaration, without the unit owner's specific consent, provided however, no owner shall have a right to preserve the same exterior appearance. Nothing contained in this section shall be deemed to require unit owner approval for maintenance, repair or replacement of existing unit improvements if there is no change in appearance, use or function. A change that does not cost more than an amount equal to 5% of the total

budget, including reserves, shall be considered non-material and non-substantial and may be approved by an affirmative vote of 2/3 of the members of the Board of Directors without unit owner approval.

In addition to the foregoing general provision, by adoption of this amendment, the unit owners specifically approve the unit roof replacement project proposed by the Board for 2019, as summarized at the meeting at which this amendment was adopted, which includes the use of roof shingles that are a different composition and color from the original roof shingles.

.....

[Signature]
 Witness Signature
LARRY PRAZAK
 Printed Name

[Signature]
 Witness Signature
Ryan Muller
 Printed Name

[Signature]
 Witness Signature
LARRY PRAZAK
 Printed Name of Witness

[Signature]
 Witness Signature
Ryan Muller
 Printed Name of Witness

Oak Forest Villas Condominium Association, Inc.

Jean Blanchard
 By: _____, **President**

Attest: [Signature]
 _____, **Secretary**

STATE OF FLORIDA
 COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14th day of December, 2018, by JEAN BLANCHARD ARNDT, as President of Oak Forest Villas Condominium Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced personally known & FL DL as identification. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]
 Notary Public

Larry Prazak
 State of Florida
 My Commission Expires 02/07/2022
 Commission No. GG 179287

STATE OF FLORIDA
 COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14th day of December, 2018, by SUZANNE BSEJ RANI, as Secretary of Oak Forest Villas Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FL DRIVERS LICENSE identification. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]
 Notary Public

Larry Prazak
 State of Florida
 My Commission Expires 02/07/2022
 Commission No. GG 179287





RETURN TO:
 Vanda Y. Bayliss, Esq.
 SYLVIA GOLDEN NORRIS, P.A.
 1670 Stickney Point Road
 Sarasota, Florida 34231

RECORDED IN OFFICIAL RECORDS
 INSTRUMENT # 2014026587 53 PGS
 2014 MAR 10 09:55 AM
 KAREN E. RUSHING
 CLERK OF THE CIRCUIT COURT
 SARASOTA COUNTY, FLORIDA
 CEAGLETO Receipt#1717641

**CERTIFICATE OF AMENDMENT AND RESTATEMENT OF:
 DECLARATION OF OAK FOREST VILLAS, A CONDOMINIUM and
 BYLAWS OF OAK FOREST VILLAS CONDOMINIUM ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, being the President and Secretary, respectively, of **OAK FOREST VILLAS CONDOMINIUM ASSOCIATION, INC.** a not-for-profit Florida corporation, incorporated for the purposes of providing an entity for the operation of **OAK FOREST VILLAS, A CONDOMINIUM**, hereby certify: The **AMENDED AND RESTATED DECLARATION OF OAK FOREST VILLAS, A CONDOMINIUM**, attached hereto, amends and restates the Declaration recorded in Official Records Book 1622 beginning page 0209 of the Public Records of Sarasota County, Florida, and all subsequent amendments thereto including, but not limited to, those amendments recorded in Official Records Book 2489 beginning page 1472, and those amendments recorded as instruments #1999122262, #2001014968, and 2008079198, in the Public Records of Sarasota County. The **AMENDED AND RESTATED BYLAWS FOR OAK FOREST VILLAS CONDOMINIUM ASSOCIATION, INC.**, attached hereto as Exhibit "C" to the Amended and Restated Declaration, amends and restates the Bylaws recorded in Official Records Book 1622 beginning page 0335 of the Public Records of Sarasota County, Florida, and all subsequent amendments thereto including, but not limited to, those amendments recorded in Book 2207 beginning Page 0073, Book 2369 beginning Page 1581, Book 2489 beginning Page 1472, Book 2833 beginning Page 1013.

The undersigned certify that the amendments to the Declaration and the amendments to the Bylaws, all as reflected in the attached documents titled "**AMENDED AND RESTATED DECLARATION OF OAK FOREST VILLAS, A CONDOMINIUM**" and "**AMENDED AND RESTATED BYLAWS FOR OAK FOREST VILLAS CONDOMINIUM ASSOCIATION, INC.**," were approved by not less than 2/3 of the Board of Directors at a duly convened meeting held on December 17, 2013, at the Oak Forest Villas' Clubhouse, 4794 West Oak Forest Drive, Sarasota, Florida, 34238, and were duly approved by the majority of the Members at the Special Meeting of the Membership held on February 6, 2014, 6 p.m., at the Oak Forest Villas' Clubhouse. All approved amendments have been incorporated into the attached documents which have been designated "Amended and Restated" and shall, as of the date of recording, supersede and replace any prior documents.

Signed, sealed and delivered in the presence of:

x Paula Boyer Gausb
 Print name: PAULA BOYER GAUSB
 Witness as to President

**OAK FOREST VILLAS
 CONDOMINIUM ASSOCIATION, INC.**

By: Joan Blanchard
 Joan Blanchard, Its President

X *Vanda Y. Bayliss*
Print name: Vanda Y. Bayliss
Witness as to President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of Mar, 2014, by Joan Blanchard as President of Oak Forest Villas Condominium Association, Inc. on behalf of the corporation. Ms. Blanchard is known to me or produced driver's license as identification.

My commission expires:

Paula Boyer Grubb
Sign and Print Name: PAULA BOYER GRUBB
NOTARY PUBLIC



PAULA BOYER GRUBB
MY COMMISSION # FF 056722
EXPIRES: October 8, 2017
Bonded Thru Budget Notary Services

Signed, sealed and delivered in the presence of:

OAK FOREST VILLAS
CONDOMINIUM ASSOCIATION, INC.

X *Paula Boyer Grubb*
Print name: PAULA BOYER GRUBB
Witness as to Secretary

By: *Suzanne Bseirani*
Suzanne Bseirani, Its Secretary

X *Vanda Y. Bayliss*
Print name: Vanda Y. Bayliss
Witness as to Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of Mar, 2014, by Suzanne Bseirani as Secretary of Oak Forest Villas Condominium Association, Inc. on behalf of the corporation. Ms. Bseirani is known to me or produced driver's license as identification.

My commission expires:

Paula Boyer Grubb
Sign and Print Name: PAULA BOYER GRUBB
NOTARY PUBLIC



PAULA BOYER GRUBB
MY COMMISSION # FF 056722
EXPIRES: October 8, 2017
Bonded Thru Budget Notary Services

AMENDED AND RESTATED DECLARATION OF
OAK FOREST VILLAS, A CONDOMINIUM

and

AMENDED AND RESTATED BYLAWS
OF OAK FOREST VILLAS CONDOMINIUM ASSOCIATION, INC.

2014

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AMENDED AND RESTATED DECLARATION OF
OAK FOREST VILLAS, A CONDOMINIUM
2014

WHEREAS Oak Forest Associates, a general partnership, was the owner of the fee simple title of record to that certain parcel of real property located in Sarasota County, Florida, described as follows:

Lot 9, Block 3, SARASOTA-VENICE COMPANY SUBDIVISION OF SECTION 4, TOWNSHIP 37 SOUTH, RANGE 18 east, as per plat thereof recorded in Plat Book A, Page 69, Public Records of Sarasota County, Florida, less and except the Southerly 18 feet thereof, heretofore conveyed to the County of Sarasota for road right-of-way purposes by Warranty Deed recorded in Official Records Book 1451, Page 1102, Public Records of Sarasota County, Florida.

and,

WHEREAS, Oak Forest Associates, hereinafter called "Developer," submitted the said lands and the improvements thereon to condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes 1981, hereinafter also referred to as the "Condominium Act"; and

WHEREAS control of the Condominium has been turned over to the unit owners; and

WHEREAS the unit owners and Board of Directors desire to amend the Declaration to reflect the Association is no longer controlled by the Developer and to make certain other amendments; and

WHEREAS the unit owners and Board of Directors desired to incorporate all amendments into this Amended and Restated Declaration and record same as a single document for the convenience of its membership and the public at large;

NOW, THEREFORE, the Association does hereby declare that the land described above is bound by these restrictions, reservations, covenants, conditions, easements, and terms, all of which shall constitute covenants running with the land, and is also bound by the Condominium Act as it may be amended from time to time :

1. **NAME:** The name by which this condominium shall be known and identified is OAK FOREST VILLAS, a Condominium.

2. **DEFINITIONS:** The terms used in this Declaration and the Exhibits hereto, including the Articles of Incorporation and Bylaws of OAK FOREST VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not For Profit, shall be defined in accordance with The Condominium Act, as same may be amended from time to time, the provisions of which are incorporated herein by reference and which shall be controlling in the event of a conflict with the terms of this Declaration:
 - 2.1 **ASSESSMENT** means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.
 - 2.2 **ASSOCIATION** means the corporate entity responsible for the operation of the Condominium (i.e., OAK FOREST VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not For Profit)

2.3 COMMON ELEMENTS means the portion of the condominium property not included within the units.

2.4 COMMON EXPENSES means all expenses and assessments properly incurred by the Association for the condominium and without limitation shall include:

- (a) Costs of operation, maintenance, repair and replacement of the common elements and limited common elements, if any;
- (b) Costs of management of the condominium and administrative costs of the Association including professional fees and expenses;
- (c) Costs of water service, electricity and other utilities which are not metered to the individual condominium units;
- (d) Labor, material and supplies used in conjunction with the common elements;
- (e) Salary of a general manager, if deemed desirable by the membership, and his or her assistants and agents;
- (f) Damages to the condominium property in excess of insurance coverage;
- (g) Premium costs of fire, windstorm, flood and other property insurance and liability insurance as provided herein;
- (h) Charges for cable television service to the unit owners may be provided as a common expense, however, when the current contract for cable television services expires on January 15, 2015, then the Association may continue to provide cable television services as a common expense only if a majority of the owners approve. A vote of the owners shall be obtained more than 90 days prior to the expiration of the existing contract in order to provide sufficient time to prevent automatic renewal. Internet services may also be obtained by the Association as a common expense but only if approved by a majority vote of the owners. The requirement that a majority of owners approve before any contract for cable television or internet services is renewed, or allowed to automatically renew, shall apply to all future contracts, also.
- (i) 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 and the Bylaws.

2.5 COMMON SURPLUS means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of the common expenses.

2.6 CONDOMINIUM means that form of ownership of real property which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each unit, an undivided share in the common elements.

2.7 CONDOMINIUM PARCEL means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

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

2.9 DECLARATION means the instrument or instruments by which a condominium is created, as they may be from time to time amended

2.10 DEVELOPER means OAK FOREST ASSOCIATES, a Florida General Partnership.

2.11 PRIVACY WALLS shall mean those walls located in the rear of and between two adjacent dwellings and erected on or near the common unit boundary to provide outdoor

privacy for the adjoining dwellings; and shall also mean those walls concealing air conditioning units.

2.12 UNIT means a part of the condominium property which is subject to exclusive Ownership. "Unit" shall include the Permitted Improvements constructed upon the lot.

2.13 UNIT OWNER means the record owner of a condominium parcel. As used in the governing documents of Oak Forest Villas, a condominium, the term "unit owner" or "owner" shall include the plural and shall include legal entities capable of holding title. For voting purposes, each unit shall be entitled to one vote regardless of the number of owners.

3. SURVEY AND PLOT PLAN: A survey of the land and a plot plan locating the improvements thereon and identifying each condominium unit and the common elements, their relative locations and approximate dimensions are attached hereto as Exhibit "A" and made a part hereof and are recorded in Condominium Plat Book 21, Pages 13, 13A and 13B, Public Records, Sarasota County, Florida. The condominium units shall be known and numbered as described on said "Exhibit A".

4. UNITS AND UNIT BOUNDARIES: Each unit shall consist of an area of land, designated as a numbered lot on the survey and plot plan attached hereto as Exhibit "A," and shall include the Permitted Improvements constructed upon the lot.

4.1 UPPER AND LOWER BOUNDARIES: The upper and lower boundaries of each unit shall be determined in the same manner and under the same laws which establish the upper and lower boundaries and rights of an owner of a parcel of real property in fee simple.

4.2 PARAMETRICAL BOUNDARIES: The parametrical boundaries of each unit shall be the vertical projections of the two dimensional and horizontal boundary lines of the units as depicted on Exhibit "A". In the event the actual physical location of any improvements constructed within the units at any time do not precisely coincide with Exhibit "A", the actual physical locations shall control over the locations, dimensions and descriptions reflected on Exhibit "A". Thus, where a party wall common to two units is located on a parametrical boundary, the boundary shall extend to the centerline of said wall, and where any wall is not on the boundary delineated on the condominium plot plan and survey, the existing, physical centerline of said wall shall be conclusively presumed to be said unit's boundary. Where a wall, overhang or part of a dwelling encroaches on to the common elements, the boundary of the unit shall be such as to include such structure.

4.3 CONFLICT: In the event of a conflict between Exhibit "A" and this Declaration, the terms of this Declaration shall prevail.

4.4 PERMITTED IMPROVEMENTS: The following improvements shall be permitted to be constructed within and upon each unit:

- (a) The Developer has constructed within each unit a one-story, single family dwelling, with lanai and attached garage, constituting a complete, integrated, architectural and structural residential unit, sharing a common party wall or walls only with the dwelling constructed within the adjoining unit in a duplex configuration. The dwelling may have been initially constructed by the Developer to include decks, hot tubs, expanded and/or enclosed lanais, and privacy fences or walls, which said amenities shall be located wholly within the units.

(b) In the event any of the units were conveyed by the Developer to unit owners without the amenities noted above, those unit owners or their successors may add them at any time thereafter, provided construction of all such improvements shall be performed by reputable contractors in accordance with plans and specifications prepared by licensed trade professionals which shall be subject to the prior written approval of a majority of the Board of Directors of the Association. The Board of Directors shall either grant such approval or deny the same based upon its decision as to whether the improvements will be consistent with the design of the units in the Condominium and similar to other such improvements previously constructed in the condominium, and the decision of the Board of Directors will be final.

(c) If reasonably necessary to protect those portions of the units for which the Association has repair, replacement, or maintenance responsibility, the Association may install damage control devices, including but not limited to gutters, within the individual units. The costs associated with such installation(s) shall be common expenses. With prior approval of the Board of Directors, which approval shall not be unreasonably withheld, a unit owner may install gutters at the owner's expense even when same are not reasonably necessary to protect the unit. In any event, the Owner shall be responsible for maintaining gutters.

4.5 INCIDENTAL DAMAGE: A unit owner shall be responsible for the costs of repair or replacement of any portion of the condominium property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of this Declaration or the rules of the Association by a unit owner, unit occupant, tenant, guest, or invitee, without compromise of the subrogation rights of the insurer. These duties extend to the cost of repair or replacement of personal property of other unit owners or the Association, as well as other property, whether real or personal, which the unit owners are required to insure. The Association shall, likewise, be responsible, as a common expense, for the costs of repair or replacement if it causes damage to a unit or the personal property contained therein and the damage was intentionally caused by the Association, or caused by the Association's negligence or failure to comply with the terms of this Declaration or the rules of the Association, but only to the extent such damage is not covered by insurance.

4.6 FAILURE TO MAINTAIN: The Association and its agents may enter any unit upon reasonable notice and during reasonable hours to inspect such unit, and if a unit owner has failed to maintain, repair or reconstruct the unit owner's unit or Permitted Improvements as required hereby, after notice, the Association may perform such maintenance and make such repairs that the unit owner has failed to perform and make. All costs of such maintenance and repairs shall be assessed to the particular unit owner as a special assessment and may be collected and enforced in the same manner as any other assessment. Until so collected, such costs shall be treated as a Common Expense. The rights and obligations of the Association under this Section shall extend only to the exterior and structural components of the Permitted Improvements, the uncovered land area and internal utility services of the unit. The Association may, in its discretion, establish uniform levels of maintenance and upkeep for units and Permitted Improvements, and may rely upon such standards in carrying out its responsibilities hereunder.

5. UTILITY SERVICES: Utility services shall include, but not be limited to, electric power, water, air conditioning, garbage and sewage disposal and cable television services.

6. EASEMENTS: are expressly provided for and reserved as follows:

6.1 UTILITY EASEMENTS: OAK FOREST VILLAS CONDOMINIUM ASSOCIATION, INC. hereby reserves for itself 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 OAK FOREST VILLAS 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 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.

6.2 ENCROACHMENTS: In the event that any permitted improvements within a 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.

6.3 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 and all those claiming by, through or under the unit owners; 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. The Association shall have the right to enact reasonable rules related to the use and parking of vehicles within the condominium property.

7. APPURTENANCES TO CONDOMINIUM UNITS: The owner of each condominium unit shall own an undivided share and certain interest in the common elements, which share and interest shall be appurtenant to the condominium unit without the necessity of specific reference thereto, said undivided interest in the common elements being as follows: An undivided one-seventieth (1/70th) share to each condominium unit.

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 in the common elements appurtenant to the owner's condominium unit.

9. MEMBERSHIP IN ASSOCIATION: Membership of each condominium unit owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association. The interest of each condominium unit owner in the funds and assets of the condominium held by the Association shall be in the same proportion as the liability of each owner for common expenses.

10. REPAIR, REPLACEMENT, RECONSTRUCTION, and MAINTENANCE

A. REPAIR, REPLACEMENT, AND RECONSTRUCTION: Responsibility for the maintenance, repair, replacement, and reconstruction of the condominium property is as follows:

1. The Association shall repair, replace, and reconstruct as part of the common expenses all of the common elements as defined herein. To the extent not covered by insurance, the Association shall be entitled to reimbursement from a unit owner if the unit owner, unit occupant, tenant, guest, or invitee intentionally or negligently caused the damage.
2. Any portion of a unit that must be insured by the Association against property loss pursuant to Fla. Stat. Section 718.111(11)(f), and **which is damaged by an insurable event**, shall be reconstructed, repaired, or replaced as necessary by the Association as a common expense. As of July 1, 2013, the Association must insure, and is therefore responsible for repairing, replacing and reconstructing, all portions of the condominium property as originally installed or replaced with like kind and quality, in accordance with the original plans and specifications, *except*: all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit. Such property and any insurance thereupon is the responsibility of the unit owner.
3. Regardless of whether a Permitted Improvement was completed prior to the transfer of title from the Developer to the first owner of the unit, if the improvement was completed by the Developer, it shall be deemed "an improvement as originally installed" within the meaning of the Statute.
4. All property insurance deductibles, uninsured losses, and other damages in excess of property insurance coverage under the property insurance policies maintained by the Association are a common expense of the condominium, except that: A unit owner is responsible for the costs of repair or replacement of any portion of the condominium property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the declaration or the rules of the Association by a unit owner, the members of his or her family, unit occupants, tenants, guests, or invitees, without compromise of the subrogation rights of the insurer.
5. The provisions of 10. (A.)(4.) above regarding the financial responsibility of a unit owner for the costs of repairing or replacing other portions of the condominium property also apply to the costs of repair or replacement of personal property of other unit owners or the Association, as well as other property, whether real or personal, which the unit owners are required to insure.
6. To the extent the cost of repair or reconstruction for which the unit owner is responsible is reimbursed to the Association by insurance proceeds, and the Association has collected the cost of such repair or reconstruction from the unit owner, the Association shall reimburse the unit owner without the waiver of any rights of subrogation.
7. The Association is not obligated to pay for reconstruction or repairs of property losses as a common expense if the property losses were known or should have been known to a unit owner and were not reported to the Association until after the insurance claim of the Association for that property was settled or resolved with finality, or denied because it was untimely filed.

8. The Association is not obligated to pay for any reconstruction or repair expenses due to property loss to any improvements installed by a current or former owner of the unit or by the Developer if the improvement benefits only the unit for which it was installed *and is not part of the standard improvements installed by the Developer on all units as part of original construction*, whether or not such improvement is located within the unit. This paragraph does not relieve any party of its obligations regarding recovery due under any insurance implemented specifically for such improvements.
9. If the Association is responsible for the repair, replacement, or reconstruction, the unit owner may not undertake such without obtaining prior written approval from the Association.
10. Unless the Association is given specific responsibility for particular repairs, replacement, or reconstruction of the units, or portions thereof, by Chapter 718 of the Florida Statutes or by this Declaration, it shall have no such responsibility. As between the Association and a unit owner, any item not specifically required to be insured by the Association pursuant to Fla. Stat. Section 718.111(11) shall be the responsibility of the unit owner to insure and to repair, replace, and reconstruct.
11. If a unit owner fails to repair, replace, or reconstruct any portion of the condominium property for which it is responsible to do so, the Association may perform such work and charge the cost thereof to the unit owner and the cost of such repairs, replacement, or reconstruction shall be treated in the same manner as an assessment and may be collected in the manner provided for the collection of assessments.

B. **MAINTENANCE:**

1. **BY THE ASSOCIATION:** The Association shall be responsible for maintaining the following even though located within the boundaries of the units:
 - (a) All exterior walls of the permitted improvements, including, but not limited to, painting. The walls located within an enclosed lanai shall not be considered exterior walls.
 - (b) Privacy walls, including, but not limited to, painting.
 - (c) Painting (only) of garage doors.
 - (d) All landscaping including trees and tree roots with the following exceptions: Owners shall be responsible for maintaining flowers and flower beds within the boundaries of the unit unless added by the Association. Owners shall be responsible for replacing any landscaping added to their unit by anyone other than the Association or the original Developer.
 - (e) Roofs.
 - (f) Driveways.
 - (g) All water lines up to the point the line enters the exterior surface of the outer wall of a Permitted Improvement.
 - (h) All originally installed or later approved electric, sewer, cable, internet and similar lines, pipes and conduits which serve more than one unit. The Association's responsibility shall continue to the point the line, pipe, or cable branches off to serve one unit only regardless of whether the line, pipe or conduit is located within the boundaries of a single unit.
 - (i) Any item not specifically identified as an Association responsibility to maintain shall be the responsibility of the unit owner.
2. **BY THE UNIT OWNER:** Except as provided in section 10. B. 1. above, each unit owner shall maintain everything within the unit which is not part of the common elements, including but not limited to:

- (a) Interior paint, finish, covering, wallpaper and decoration of all walls, floors and ceiling;
- (b) All built-in shelves, cabinets, counters, storage areas, and closets;
- (c) All mechanical, ventilating, heating and air conditioning equipment serving the individual condominium unit; refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus;
- (d) Wherever located, all electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving the owner's condominium unit only (except to the extent the Association is clearly required to maintain the item pursuant to Section 10.(B)(1) above);
- (e) All interior doors, walls, partitions, and room dividers;
- (f) All furniture, furnishings and personal property contained within the respective condominium unit;
- (g) All lanais and lanai enclosures.
- (h) All exterior doors, windows and screening, which shall be maintained in such manner as to preserve a uniform appearance to the exterior of the building, however, the Association shall be responsible for painting the exterior side of all doors including the garage door.
- (i.) All flowers and flower beds located within the boundaries of the unit unless installed by the Association; replacement of all landscaping added by the unit owner.
- (j.) Gutters.
- (k.) All other Permitted Improvements not specifically made a responsibility of the Association

11. ALTERATION AND IMPROVEMENT: Alteration and improvements to the common elements and the units shall be governed by the following provisions:

11.1 TO COMMON ELEMENTS: There shall be no material or substantial change to the common elements without the approval either in writing or by vote of the owners of not less than sixty-six percent (66%) of the units in the Condominium. Any such alteration or improvement which is so approved by such requisite majority of unit owners as provided herein, shall not interfere with the rights of any unit owner as established by this Declaration, without the unit owner's specific consent. Nothing contained in this section shall be deemed to require such written consent for maintenance, repair or replacement of existing Common Element facilities and improvements. A change that does not cost more than an amount equal to 5% of the total budget, including reserves, shall be considered non-material and non-substantial and may be approved by an affirmative vote of 2/3 of the members of the Board of Directors alone.

11.2 TO THE UNITS: No unit owner shall make any alteration or improvement to the unit owner's unit except in accordance with this section. A unit owner may make alterations and improvements to the interior of the single family dwelling structure located within the unit, so long as such alterations or improvement are not visible from the outside of the unit, do not impair the structural integrity of the dwelling, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and the law. A unit owner may not expand, enlarge, relocate or add to the single family structure originally located within his unit or make any other alterations or improvements to a unit that will change the appearance of a unit without prior approval in writing obtained from the Board of Directors.

11.3 **LANDSCAPING:** The Association is exclusively responsible for maintenance and replacement of all landscaping within Oak Forest, subject only to the following exceptions:

- a. A unit owner may add flowers and flower beds, without prior approval, to the following areas: front entranceway and a three (3) foot area running along the rear of, and immediately adjoining, the single family structure located within each unit. The unit owner shall be responsible for all maintenance of flowers and flower beds except to the extent same were added by the Association. If flowers are not well maintained, the Association shall have the right to remove them after first providing the owner with at least ten (10) days' notice to cure, and to charge the unit owner's account for the costs of doing so, and to treat the charge for all purposes like a regular assessment.
- b. A unit owner may add additional landscaping, *but only with prior approval of the Board of Directors*. In the event a unit owner adds additional approved landscaping, the Association shall maintain it, however, the Association shall not be responsible for replacing it. The Board may deny approval if it determines that the addition of such landscaping will not be in harmony with the neighborhood or will increase the Association's landscaping maintenance costs.

Under no circumstances will the Association be required to maintain or replace unapproved added landscaping. The Association shall have the right to remove unapproved landscaping and to charge the cost of removal to the owner and to treat the charge for all purposes like a regular assessment.

12. **ASSESSMENTS:** The Association shall fix and determine from time to time the sum or sums of money necessary and adequate to provide for the common expenses and shall assess the members for said sums. If possible, the amount of said expenses will be fixed and determined in advance for each fiscal year. The procedure for the determination of such assessments shall be set forth in the Bylaws of the Association. The Association, from time to time, shall be obligated to assess condominium unit owners and/or condominium units in amounts no less than are required to provide funds in advance for the payment of all common expenses and other expenses of the Association and the condominium, as and when due, and to enforce collection of same so that at all times the solvency of the Association, under any definition, is maintained and assured. A condominium owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title and is also liable for all assessments which come due while he, she, or it is the unit owner.

12.1 **INTEREST; LATE FEES:** Interest shall accrue on all unpaid assessments from the due date until paid at the rate of eighteen percent (18%) per annum, or such other rate as determined by the Board of Directors. In no event shall the rate of interest exceed that allowed by the Condominium Act or other applicable law. If the Assessment is paid on or before ten (10) days after the date when due, the interest that would have otherwise accrued shall be waived. The unit owner shall also be liable for a late fee for each assessment that is not paid in full on or before ten (10) days after the date when due. The late fee shall be 5% of the assessment, or \$25, whichever is greater, or such other amount as determined by the Board of Directors providing same does not exceed the maximum amount of late fees allowed by the Condominium Act.

12.2 **ATTORNEYS' FEES; COSTS:** The unit owner shall be responsible for costs, (including but not limited to certified and regular mail or other delivery costs, recording fees, court costs) and reasonable attorneys' fees incurred by the Association for the collection of overdue assessments whether or not a lien or lawsuit is filed. The terms

“attorneys’ fees” and “costs” shall also include fees and costs related to appellate proceedings and shall also include fees and costs incurred related to foreclosure actions in which the Association has been named as party defendant.

12.3 APPLICATION OF PAYMENTS: Pursuant to the Condominium Act, all payments received by the Association and related in any way to assessments shall be applied in the following order: interest, late fees, costs, attorneys’ fees.

12.4 LIEN FOR ASSESSMENTS: The Association shall have a lien against each condominium unit for any unpaid assessments, and interest, late fees, costs, and reasonable attorney’s fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien is effective and shall relate back to the recording of the original Declaration of Condominium; however, as to first mortgages of record, the lien is effective from and after the date a claim of lien is recorded by the Association in the public records. The said lien may be recorded among the Public Records of Sarasota County, Florida, by filing a claim therein which states the legal description of the condominium unit, and the amount claimed to be due. The lien shall continue in effect until all sums secured by the lien, together with all costs and attorneys’ fees incurred in recording and enforcing said lien, shall have been paid. Such claims of lien may be signed and verified by an officer of the Association, or by a managing agent of the Association. Upon full payment the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at the condominium unit owner’s expense.

All such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also, at its option, sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same. In the event a first mortgage of record was recorded prior to the Association’s recorded lien, and the mortgagee, its successors, or assigns, takes title to the unit by way of foreclosure or deed in lieu of foreclosure, then responsibility for payment of past due assessments shall be as set forth in Fla. Stat. Section 718.116 as same may be amended from time to time.

12.5 NOTIFICATION TO MORTGAGE HOLDER: The Association shall notify, in writing, the holder of a first mortgage encumbering a condominium unit of any default in the payment of any assessments against said condominium unit where said default shall continue for a period of thirty (30) days after the date upon which it was due and payable; provided, however, notice of such default need only be given where the holder of a first mortgage has requested such information within the preceding 60 days, in writing, and provided the Association with the name, address and telephone number of the mortgagee.

13. ASSOCIATION: The operation of the condominium shall be by OAK FOREST VILLAS CONDOMINIUM ASSOCIATION, INC., a Corporation Not For Profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

13.1 ARTICLES OF INCORPORATION: A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached hereto as Exhibit “B”.

13.2 BYLAWS: A copy of the Bylaws of the Association is attached hereto as Exhibit “C”.

13.3 LIMITATION UPON LIABILITY OF ASSOCIATION: Notwithstanding the duty of the Association to maintain, repair and replace portions of the condominium property, the Association shall not be liable to condominium unit owners for injury or damage, other than the cost of maintenance, repair and replacement, caused by any latent

condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons, except to the extent required by Fla. Stat. Section 718.111(11).

13.4 RESTRAINT UPON ASSIGNMENT OF SHARES AND ASSETS: The share of a member in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the owner's condominium unit.

13.5 APPROVAL OR DISAPPROVAL OF MATTERS: Whenever the decision of a condominium unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such condominium unit owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

14. INSURANCE:

14.1 COVERAGE:

(a.) CASUALTY: The Association shall use its best efforts to obtain and maintain adequate property insurance to protect the Association, the Association property, the common elements, and the condominium property that must be insured by the Association pursuant to Fla. Stat. Section 718.111(11), as same may be amended from time to time. The named insured shall be the Association individually and as agent for the unit owners and their mortgagees. Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of condominium unit owners. Condominium unit owners MUST obtain insurance coverage conforming to the requirements of Fla. Stat. Section 627.724, as same may be amended from time to time, at their own expense. Any property not covered by the Association's policy shall be the responsibility of the unit owner to insure; however, unit owners do not have to insure their own personal property if they do not wish to do so. The Association shall have the right to require evidence of insurance from the unit owners and, if the unit owner does not have the required insurance, the Association may obtain insurance on behalf of the unit owner and charge the cost of doing so to the owner's account and treat the cost in the same manner as a regular assessment and/or pursue other remedies available for an owner's failure to comply with this Declaration or the reasonable rules of the Association.

(b.) PUBLIC LIABILITY: Public Liability Insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverage, and with cross liability endorsements to cover liabilities of the condominium unit owners as a group to a condominium unit owner. Such insurance shall insure the Association and its members for liability resulting from use of any common element.

(c.) WORKER'S COMPENSATION: Worker's Compensation Insurance to meet the requirements of law.

(d.) FIDELITY BONDING: The Association shall maintain insurance or fidelity bonding of all persons who control or disburse funds of the Association and in an amount sufficient to cover the maximum funds that will be in the custody of the Association or its management agent at any one time.

(e) OTHER: Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable including, but not limited to, officer and director liability.

14.2 PREMIUMS: Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense attributable to the condominium.

14.3 POLICIES: Insurance policies shall be available for inspection by condominium unit owners or their authorized representatives at reasonable times at the office of the Association.

14.4 INSURANCE TRUSTEE; SHARE OF PROCEEDS: All insurance policies purchased by the Association shall be for the benefit of the Association and condominium unit owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the bank in Florida with trust powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association, the trustee being referred to herein as the "Insurance Trustee", provided, that no Insurance Trustee shall be designated whose accounts are not government insured or guaranteed. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the condominium unit owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee:

(a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to condominium unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a condominium unit.

(c) If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to condominium unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a condominium unit.

(d) In making distribution to condominium unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the condominium unit owners and their respective shares of the distribution.

14.5 ASSOCIATION AS AGENT: The Association is hereby irrevocably appointed agent for each condominium unit owner and for each owner of any other interest in the condominium property and permitted improvements within the units as described in Paragraph 4.4 hereof, to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

15. RECONSTRUCTION OR REPAIR AFTER CASUALTY:

15.1 DETERMINATION TO RECONSTRUCT OR REPAIR: If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed

or repaired shall be determined in the following manner:

(a) COMMON ELEMENT: If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) LESSER DAMAGE: If the damaged improvements are within condominium units, and if condominium units to which fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(c) MAJOR DAMAGE: If the damaged improvements are within condominium units, and if condominium units to which more than fifty percent (50%) of the common elements are appurtenant and are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired, and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty, the owners of fifty one percent (51%) of the common elements agree in writing to such reconstruction or repair.

(d) CERTIFICATE: The Insurance Trustee may rely upon a certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged property is to be reconstructed or repaired.

15.2 PLANS AND SPECIFICATIONS: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original condominium dwellings, or, in lieu thereof, according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property includes condominium units of owners of not less than sixty percent (60%) of the common elements, including the owners of all damaged condominium units, together with the approval of the institutional mortgagees holding first mortgages upon all damaged condominium units, which approval shall not be unreasonably withheld.

15.3 ESTIMATES OF COSTS: Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

15.4 ASSESSMENTS: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the condominium unit owners who own the damaged condominium units, and against all condominium unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against condominium unit owners for damage to condominium units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's obligation for common expenses. Provided, however, in the event the insurance proceeds are insufficient to pay the Trustee's fees and expenses and to make needed repairs and any owner is unable to pay an assessment to make up such insufficiency, then such owner's mortgagee shall have the option to make up said insufficiency or to require the Association, the Insurance Trustee and the insurer to pay such mortgagee as its interests may appear from the insurance proceeds.

15.5 CONSTRUCTION FUNDS: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against condominium unit owners, shall be disbursed in payment of such costs in the following manner:

(a) ASSOCIATION: If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that is the responsibility of the Association is more than TEN THOUSAND DOLLARS (\$10,000.00), then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(b) INSURANCE TRUSTEE: The proceeds of insurance collected on account of casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against condominium unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) ASSOCIATION-LESSER DAMAGE: If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than TEN THOUSAND DOLLARS (\$10,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) ASSOCIATION-MAJOR DAMAGE: If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than TEN THOUSAND DOLLARS (\$10,000.00) then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.

(3) SURPLUS: It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of distribution to a beneficial owner that is not in excess of assessments paid by such owner to the construction fund shall not be made payable to any mortgagee.

(4) CERTIFICATE: Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the condominium unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon approval of an architect or otherwise, nor whether the disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and

properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided, that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

16. USE RESTRICTIONS: The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists:

16.1 SPECIFIC USE RESTRICTIONS: No owner, occupant, tenant, guest, or invitee shall:

- (a) Use the unit for other than single family residential purposes;
- (b) Make any structural additions or alterations (except the erection or removal of nonsupport carrying interior partitions wholly within the unit and except as specified in Paragraph 4.4 hereof) to any unit or to the common elements;
- (c) Permit loud and objectionable noises to emanate from the unit;
- (d) Without prior written consent of the Board of Directors, or unless specifically provided for elsewhere in these documents:
 - (1) paint or otherwise change the appearance of any exterior wall, door, window, patio, or any exterior surface;
 - (2) Erect any exterior lights or signs or display signs or symbols visible from outside the boundaries of the unit ; however, United States and military service flags of reasonable size and small religious objects attached to a mantle or door frame (not exceeding 3 x 6 x 1.5 inches) are exempt from this provision;
 - (3) Display holiday decorations, lawn ornaments, or other outside "decorations," visible from beyond the boundaries of the unit without complying with the reasonable rules to be enacted by the Board, it being the intent to maintain an orderly and harmonious neighborhood. In the event an item is not specifically allowed by the rules, then it may not be erected, installed or maintained;
 - (4) Allow torn, sagging, ripped or otherwise unsightly window coverings to be visible from outside the unit;
 - (5) Erect solar collectors, clotheslines, and other energy devices based on renewable resources, antennas, satellite dishes, and other electronic transmission equipment. (The Board of Directors may reasonably restrict the type, size, color, or placement of such devices but only to the extent

allowed by law and may not place restrictions on use that would render such devices ineffective.)

(6) Erect or attach any structures or fixtures within the common elements.

(e) 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;

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

(g) 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, the Declaration of Condominium, or the Bylaws and regulations of the Association;

(h) 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;

(i) Divide or subdivide a unit for the 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;

(j) Commit or permit any illegal act in his unit or in or on the common elements;

(k) Hang any unsightly object which is visible outside the boundaries of the unit;

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

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

(n) 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;

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

(p) Allow any animals to be kept in the unit other than birds and fish and no more than: (A.) two small dogs not exceeding 20 pounds each; OR (B.) two domestic cats; OR (C.) one small dog not exceeding 20 pounds and one domestic cat (the intention being that owners may keep birds and fish and no more than two other small pets); and provided that in the event any such animal becomes a nuisance to

the other unit owners, the Association may, based upon substantial evidence presented to the Board of Directors, require such animal be removed from the unit; nor may any pet be allowed to use the common areas except when on a leash and accompanied by a responsible person who shall carry and use appropriate clean-up equipment and then only so long as the pet does not make a mess or otherwise disturb the common elements or persons using the common elements;

(q) Enclose the entranceway, patio, porch or interior garden except with the written consent of the Board of Directors;

(r) Park outside of a garage, overnight, whether within the boundaries of a unit or in the common areas of the condominium, any commercial vehicle, truck, boat, camper, motor home, trailer, mobile home, any vehicle with signage or commercial equipment visible, or similar vehicle, except that SUVs and small pickup trucks (truck curb weight under 4,000 pounds) and service vehicles (but only during the time the service vehicle is actively servicing the unit or the common elements) are exempt from this provision;

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

(t) Operate on the condominium property any motorcycle, motorbike, motorscooter or other motor driven equipment which emits noises which in the opinion of the Board of Directors is objectionable to the unit owners or constitutes a nuisance.

16.2 WATER: Because water damage may damage not only the unit in which the flow arises, but also the common elements and adjoining units, the Board of Directors is authorized to enact reasonable rules requiring owners, occupants, tenants, and guests, to turn off the water serving the unit when the unit will be vacant for a certain period of time. The Board of Directors may also enact other reasonable rules directly related to the goal of preventing water damage to the units and common elements.

17. SALE, TRANSFER, LEASE, OR OCCUPANCY OF UNITS: In view of the close proximity of the units, the mutual utilization and sharing of the common elements and common recreational facilities, and the need for financial responsibility of the unit owners, the sale, transfer, lease and occupancy of condominium units by any parties shall be subject to the following provisions:

17.1 TRANSFER AND OCCUPANCY SUBJECT TO APPROVAL:

(a) All sales, transfers, leases, and other occupancies of a unit must be approved in advance by the Board of Directors subject to the exceptions noted below.

(b) No one may lease less than an entire unit nor lease an entire unit for a period of less than one year.

(c) Continuation of leases must be approved by the Board of Directors at the end of each lease period.

- (d) There shall be no subletting of units.
- (e) No matter how acquired, no condominium unit may be leased during the first 24 months of ownership.
- (f) The Association is entitled to collect a security deposit pursuant to Article 17.7(d) below.

17.2 BASIS FOR DISAPPROVAL: While the Association shall have the right to approve or disapprove the sale, transfer, lease, or other occupancy of the unit and to approve or disapprove residents, the basis for disapproval shall be limited. Disapproval shall only be appropriate when approval of the proposed lease would cause the number of leased units to exceed nine (9); when it appears there is a reasonable likelihood the proposed owner will be unable to meet his, her, or its future financial obligations to the Association; or when it appears that the proposed resident has been found guilty of the commission of a felony set forth in Fla. Stat. Section 775.084(1)(b)1, or been convicted as a sexual predator, or found guilty of other crime(s) of a nature which tend to indicate that approval of such a resident may negatively impact the health, safety, or welfare of other residents of Oak Forest Villas.

17.3 PROCEDURE FOR APPROVAL: Each proposed owner and resident must submit a fully completed and executed application form to the Association along with payment for any required application fees. If occupancy will be based on a written lease, a copy of the lease must also be provided. For minor children who will be residents, no background check will be required; however, the parents or legal guardians of said minors must execute a statement indicating whether the minor has ever been convicted of the commission of a crime as set forth in 17.2 above. Such a statement may be included in the application.

17.4 EXCEPTIONS: If any unit owner shall acquire title by devise or inheritance, through purchase at a tax deed sale or foreclosure sale, or by operation of law, or, by way of a deed in lieu of foreclosure, prior approval of the owner will not be required, however, the approval of the intended residents shall still be required as noted above.

17.5 LIMITATION ON NUMBER OF LEASES: The Board of Directors cannot approve any new lease if there are already nine (9) units leased, excluding leases between verified immediate family members (parents, children, siblings, grandparents, grandchildren, aunts, uncles, nieces or nephews). Verification of family status must be available through legal documentation, i.e. birth certificates, marriage license, court orders, adoptions, etc.

17.6 FAILURE TO GIVE NOTICE: If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of the condominium unit, the Association, at its election and without notice, may approve or disapprove the transfer of ownership or possession. Alternatively, the Association may request the parties comply with the application process and may then approve or disapprove the transfer or occupancy without regard to the fact the applicant may already be in residence or have received title.

17.7 TIME FRAMES, CERTIFICATES OF APPROVAL, CORPORATE ENTITIES, FEES, SECURITY DEPOSITS:

- (a) SALE: If the proposed transaction is a sale, then within thirty (30) days after receipt of an application fee and completed application seeking approval of the sale, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be in writing. If so requested by the transferee,

approval shall be stated in a certificate executed by any officer of the Association, in recordable form.

(b) LEASE: If the proposed transaction is a lease, then within thirty (30) days after receipt of an application fee and completed application seeking approval of the proposed tenant, the Association must either approve or disapprove the proposed transaction in writing.

(c) OTHER REQUIRED APPROVALS: Within thirty (30) days after receipt of an application fee and completed application seeking approval of a resident for whom approval is required, the Association must either approve or disapprove the proposed resident in writing.

(d) SECURITY DEPOSIT: A security deposit of one month's rent is required before the approval of any lease. The deposited funds shall be held in escrow by the Association for possible damage to the common elements of the Association and, upon written notice that the unit has been vacated by the resident, the funds shall be released minus any costs incurred by the Association to repair damages caused by resident, resident's guests, resident's invitees.

(e) APPROVAL OF CORPORATE OWNER OR PURCHASER: Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy a condominium unit for such use, if the condominium unit owner, purchaser or lessee of a condominium unit is a corporation, the approval of ownership or lease by the corporation may be conditioned by requiring that all persons who will occupy the condominium unit be approved by the Association.

(f) SCREENING FEES: The Association may require the payment of a reasonable screening fee which shall be used to defray the costs associated with screening proposed owners, transferees and residents. The screening fee shall be \$100 or such other amount approved by the Board of Directors as long as the fee does not exceed the amount allowed by the Condominium Act.

17.8 UNAUTHORIZED TRANSFERS AND OCCUPANCIES: Any transfer of title and/or occupancy which required prior approval of the Association and for which approval was not obtained shall be void and unauthorized unless subsequently approved by the Association. The Association shall have 90 days from the date it obtains actual knowledge of the unapproved transfer of title or unapproved occupancy to take action to demand compliance with the provisions of this Declaration. The Association shall have the right, but not the obligation, to evict or eject any unauthorized person.

17.9 BOARD APPROVAL: The approval or disapproval of the Association to a proposed sale, lease or other transfer shall be determined by the Board of Directors.

17.10 EVICTION/EJECTMENT: To the extent allowed by law, the Association may bring eviction or ejectment actions in the unit owner's stead for failure of the non-owner occupant to comply with the governing documents or Florida or Federal law.

18. PURCHASE OF CONDOMINIUM UNITS BY ASSOCIATION: The Association shall have the power to purchase condominium units subject to the following provisions:

18.1 DECISION: The decision of the Association to purchase a condominium unit shall be made by its Directors, without the necessity of approval by its membership, except as is hereinafter expressly provided for.

18.2 LIMITATION: If at any time the Association shall be the owner or agreed purchaser of three (3) or more condominium units in the condominium, it may not purchase any additional condominium units therein without the prior written approval of seventy five percent (75%) of the members eligible to vote. A member whose

condominium unit is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to condominium units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association did not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the condominium unit plus the amount due the Association, nor shall the limitation of this Paragraph apply to condominium units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefor does not exceed the cancellation of such lien and the assumption of any existing mortgage indebtedness on the condominium unit.

19. DUTY TO COMPLY; REMEDIES: Each condominium unit owner and all unit occupants, tenants, guests, and invitees shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of those persons to comply with such documents and regulations shall entitle the Association or any aggrieved condominium unit owner to the following relief in addition to any other remedies provided by the Condominium Act, Florida or Federal law:

19.1 NEGLIGENCE: A condominium unit owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his or her negligence or by the negligence of the unit's occupants, tenants, guests, or invitees but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A condominium unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a condominium unit or its appurtenances, or of the common elements by the condominium unit owner, unit occupants, tenants, guests or invitees.

19.2 REMEDIES FOR DEFAULT: In addition to the remedies provided by the Condominium Act, Florida or Federal law, and this Declaration, the failure of a unit owner or his or her tenant, occupant, guest, licensee, or invitee to comply with the provisions of the Condominium Act, this Declaration, the Articles, Bylaws, or the rules or regulations duly promulgated by the Board of Directors, shall entitle the other unit owners or the Association to injunctive relief or money damages, or both, and shall also entitle the Association to evict or eject the violator in appropriate situations. The Association may, but is not required, to bring suit. In any such legal or equitable action or proceeding, the prevailing party shall be entitled to recover costs and expenses, including reasonable attorneys' fees for both trial and appellate proceedings, as same may be determined by the court.

19.3 FINES AND SUSPENSION OF USE RIGHTS BASED ON NONCOMPLIANCE: The Association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, guest, or invitee to comply with any provision of the Declaration, the Association By-Laws, or the reasonable rules of the Association. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate. The unit owner shall be jointly and severally liable for any fines imposed upon the unit's occupants, licensees, guests, or invitees. The Association may also suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, occupant, or invitee, to use the common elements, common facilities, or any other Association property for failure to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules of the Association. No fine or

suspension may be imposed unless the Association provides at least 14 days' written notice and an opportunity for a hearing to the unit owner, and, if applicable, the occupant, licensee, guest, or invitee. The hearing must be held before a committee of unit owners who are neither Board Members nor persons residing in a Board Member's household. If the committee does not agree with the proposed fine or suspension, the fine or suspension may not be imposed.

19.4 SUSPENSION OF USE RIGHTS AND/OR VOTING RIGHTS BASED ON NON-PAYMENT OF MONETARY OBLIGATIONS: Without the requirement of advance notice and hearing, if a unit owner is more than 90 days delinquent in paying any monetary obligation due to the Association: (A.) The Association may suspend the use rights of the unit owner or the unit's occupant, licensee, guest, or invitee to use the common elements, common facilities, or any other Association property until the monetary obligation is paid in full. The Association shall not prevent or suspend access to the common elements needed to access the unit, utility services provided to the unit, or parking spaces; (B.) The Association may suspend the voting interest or consent right allocated to a unit. A voting interest or consent right which has been suspended by the Association may not be counted towards the total number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action pursuant to the Condominium Act, this Declaration, the Articles of Incorporation, or the Bylaws. The suspension ends upon full payment of all obligations currently due or overdue the Association. Suspensions imposed pursuant to this section 19.4 must be approved at a properly noticed board meeting. Upon approval, the Association must notify the unit owner, and, if applicable, the unit's occupant, licensee, guest, or invitee by mail or hand delivery.

19.5 POWER TO ENTER: Pursuant to the Condominium Act, Section 718.111(5) of the Fla. Stat., the Association has the power to enter the unit, including the Permitted Improvements, for the purpose of fulfilling its maintenance, repair, and replacement responsibilities and to prevent damage to the unit, other units, or the common elements. Except in the case of an emergency, the Association shall not enter into the Permitted Improvements without first providing reasonable notice. Each owner should provide the Association with a key to facilitate entry into the Permitted Improvements. Keys so provided shall be kept in a secure location. In the event the Association is not provided with a key and needs access to a unit as noted above, then it shall be entitled to call a locksmith and to charge the cost of doing so to the unit owner, which cost shall be treated for all purposes as would a regular assessment.

19.6 NO WAIVER OF RIGHTS: The failure of the Association or any condominium unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the rules and regulations shall not constitute a waiver of the right to do so thereafter.

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

20.1 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.

20.2 RESOLUTION: 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 of Directors 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 of Directors at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided the President or, in the event of the President's refusal or failure to act, the Vice President elected by the Directors from the condominium, or, in the event of the Vice President's 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:

(a) Not less than sixty-six and two-third percent (66- 2/3%) of the Board of Directors (4 of 5) and by not less than fifty-one (51%) percent of the votes of the owners (36 of 70); or

(b) 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.

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; and no amendment shall change any condominium unit nor the share in the common elements appurtenant to it, nor increase the condominium unit owner's share of the common expenses, nor change the amendment provisions of this Declaration, unless the record owner of the condominium unit concerned and all record owners of mortgages on such condominium unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty", unless the record owners of all mortgages upon the condominium shall join in the execution of such amendment.

20.3 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.

21. TERMINATION: The condominium may be terminated in the following manner, in addition to the manner provided by the Condominium Act:

21.1 DESTRUCTION: If it is determined as elsewhere provided that the condominium units shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

21.2 AGREEMENT: The condominium may be terminated at any time by the approval in writing of all record owners of condominium units and all record owners of mortgages on condominium units. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting, provided that the approval of owners of not less than seventy-five percent (75%) of the common elements and the approval of all record owners of mortgages upon the condominium units, are obtained at the meeting or within thirty (30) days thereafter, then the approving owners shall have an option to buy all of the condominium units of the

owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by an owner of a condominium unit, or of a mortgage encumbering a condominium unit, shall be irrevocable until expiration of the aforesaid option to purchase the condominium units of owners not approving, and if the option to purchase such condominium units is exercised, then such approval shall be irrevocable. The option to purchase the condominium units of owners not approving of termination shall be exercised upon the following terms:

(a) EXERCISE OF OPTION: The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the condominium units to be purchased an agreement to purchase signed by the record owners of condominium units who will participate in the purchase. Such agreement shall indicate which condominium units will be purchased by each participating owner and shall require the purchase of all condominium units owned by owners not approving the termination, but the agreement shall affect a separate contract between each seller and the purchaser.

(b) PRICE: The sales price of each condominium unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall also be entitled to reasonable attorney's fees and costs incurred in connection therewith.

(c) PAYMENT: The purchase price shall be paid in cash, provided in the event there shall be a pre-existing first mortgage on the condominium unit, and the mortgagee thereof shall be agreeable, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

(d) CLOSING: The sale shall be closed within thirty (30) days following determination of the sale price.

21.3 CERTIFICATE: Termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts affecting the termination, said certificate to become effective upon being recorded in the Public Records of Sarasota County, Florida.

21.4 SHARES OF OWNERS AFTER TERMINATION: After termination of the condominium, the condominium unit owner shall own the condominium property and all assets of the Association attributable to the condominium as tenants in common with the undivided interest of each condominium unit owner being the same as the undivided interest previously owned by such owner in the common elements.

21.5 AMENDMENT: This section concerning termination cannot be amended without consent of all condominium unit owners and all record owners of institutional first mortgages upon the condominium units.

22. RESTATEMENT: At any time, by 2/3 vote of the Board of Directors, the Declaration, Bylaws, and Articles of Incorporation may be rerecorded to include all previously recorded amendments and all approved but not yet recorded amendments into a single document for the convenience of the owners and the public at large.

23. SEVERABILITY: The invalidity in whole or in part of any covenant or restriction, or any section, subsection, 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.

Signed, sealed and delivered in the presence of:

OAK FOREST VILLAS
CONDOMINIUM ASSOCIATION, INC.

X Paula Boyer Grubb
Print name: PAULA BOYER GRUBB
Witness as to President

By: Joan Blanchard
Joan Blanchard, Its President

X Vanda Y. Bayliss
Print name: Vanda Y. Bayliss
Witness as to President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of Mar., 2014, by Joan Blanchard as President of Oak Forest Villas Condominium Association, Inc. on behalf of the corporation. Ms. Blanchard is known to me or produced driver's license as identification.

My commission expires:

Paula Boyer Grubb
Sign and Print Name: PAULA BOYER GRUBB
NOTARY PUBLIC



PAULA BOYER GRUBB
MY COMMISSION # FF 056722
EXPIRES: October 8, 2017
Bonded Thru Budget Notary Services

Signed, sealed and delivered in the presence of:

OAK FOREST VILLAS
CONDOMINIUM ASSOCIATION, INC.

X Paula Boyer Grubb
Print name: PAULA BOYER GRUBB
Witness as to Secretary

By: Suzanne Bseirani
Suzanne Bseirani, Its Secretary

X Vanda Y. Bayliss
Print name: Vanda Y. Bayliss
Witness as to Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of Mar., 2014, by Suzanne Bseirani as Secretary of Oak Forest Villas Condominium Association, Inc. on behalf of the corporation. Ms. Bseirani is known to me ___ or produced driver's license as identification.

My commission expires:

Paula Boyer Grubb
Sign and Print Name: PAULA BOYER GRUBB
NOTARY PUBLIC



EXHIBIT " " "

CONDOMINIUM
PLAN

81 Nov 13

OAK FOREST VILLAS O.R. 1622 PG 0322

A CONDOMINIUM

SECTION 5, TOWNSHIP 37 SOUTH, RANGE 18 EAST
COUNTY OF SARASOTA - STATE OF FLORIDA

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OF "OAK FOREST VILLAS" A CONDOMINIUM
NOTE FOR ADDITIONAL INFORMATION WITHIN IS ANY OTHER OFF THE DECLARATION OF
CONDOMINIUM FOR "OAK FOREST VILLAS" A CONDOMINIUM

EXHIBIT A

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

UNIT BOUNDARIES

A CONDOMINIUM UNIT CONSISTS OF A UNDIVIDED LOT AS
SHOWN ON THIS PLAN, WITH UNIT PLANS AND LOT LAYOUT
AS SHOWN THEREON, TOGETHER WITH ALL OF THE IMPROVEMENTS
LOCATED THEREON, TOGETHER WITH ALL OF THE IMPROVEMENTS
LOCATED ON THE PLANS OF THE NEIGHBORING UNITS, WHETHER
THEY BE PART OF THE NEIGHBORING UNITS OR NOT, AND FROM THE SURFACE
OF THIS LOT TO A HORIZONTAL PLANE LOCATED
THROUGH THE TOP CORNER AND PARALLEL WITH THE NEIGHBORING
SURFACE

LEGAL DESCRIPTION

LOT #, BLOCK 3, SARASOTA-VILLAGE COMPANY SUBDIVISION OF SECTION 5,
TOWNSHIP 37, RANGE 18 EAST, AS PER PLAN THEREOF RECORDED IN
PLAT BOOK # 112, PAGE 40, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA,
1987 AND SUBJECT TO THE EASEMENT IN FEET HEREON, HERETOFORE GRANTED TO
THE COUNTY OF SARASOTA FOR ROAD RIGHT-OF-WAY PURPOSES BY RESOLUTION
DECE 1987, IN OFFICIAL RECORDS BOOK 1451, PAGE 103 OF THE PUBLIC
RECORDS OF SARASOTA COUNTY, FLORIDA

CERTIFICATE OF SURVEYOR

I, A duly licensed a professional land surveyor, have
ACQUAINTED TO MYSELF UNDER THE LAWS OF THE STATE OF FLORIDA,
LEGAL CERTAIN THAT THE CONSTRUCTION OF THE IMPROVEMENTS
DESCRIBED IS SUBSTANTIALLY COMPLETE ON THIS CONDOMINIUM
PLAN IDENTIFIED WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM
RECORDED IN OFFICIAL RECORDS BOOK #, PAGE #, PUBLIC RECORDS,
SARASOTA COUNTY, FLORIDA, WHEREBY THE CONDOMINIUM PROPERTY IS
AND ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF
THE IMPROVEMENTS AND THAT THE IDENTIFICATION LOCATIONS AND
DIMENSIONS OF THE COMMON AREAS ARE OF SUCH NATURE AND
AS DETERMINED FROM THESE INSTRUMENTS

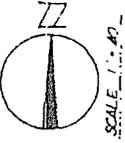
AVE A 30
DATE OF SURVEY

BY R. F. HANSEN
A DULY LICENSED
PROF. LAND SURVEYOR
FLA. CERT. # 1273

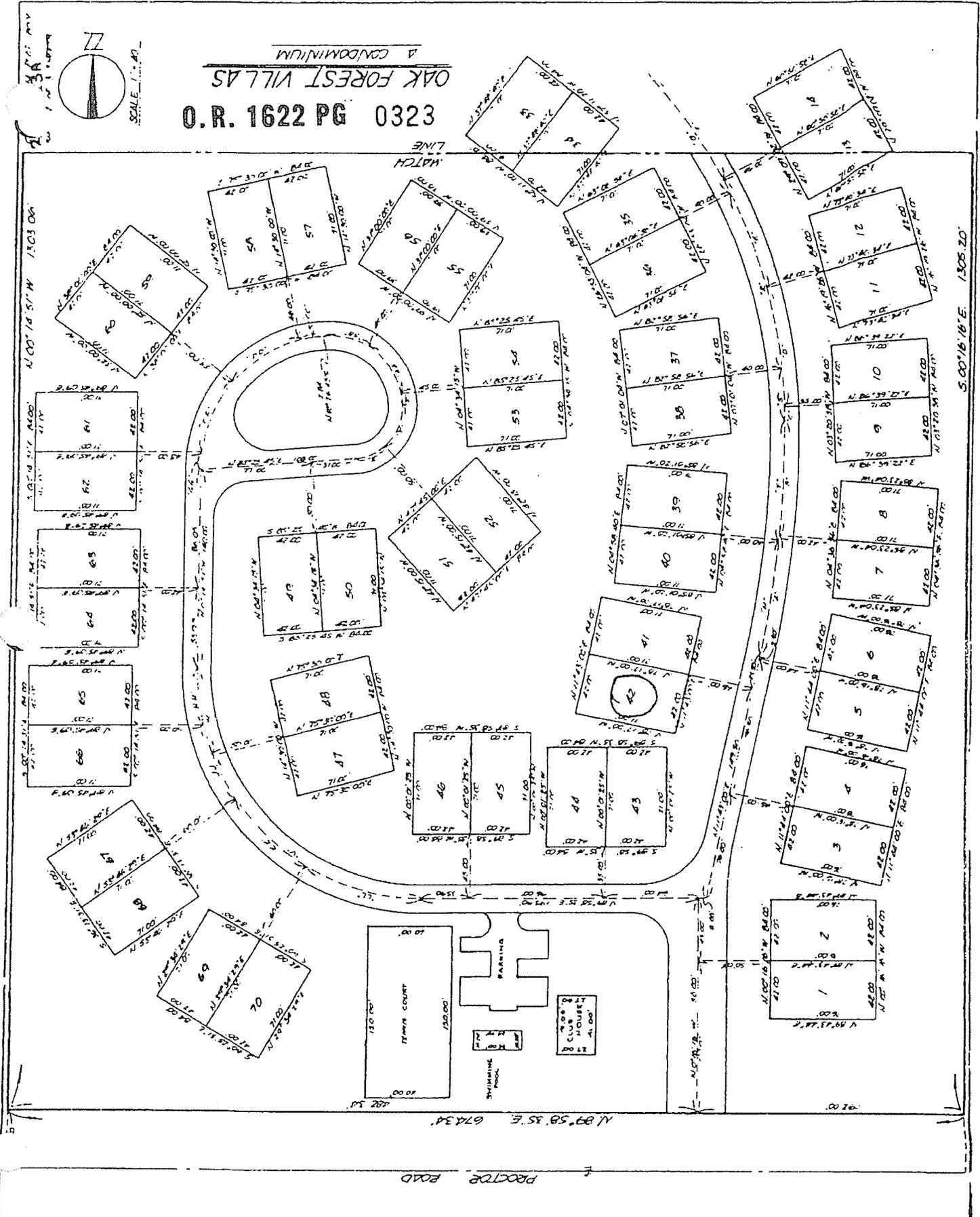
HANSEN & ASSOCIATES

REGISTERED PROFESSIONAL SURVEYORS

SARASOTA, FLORIDA



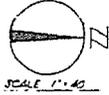
OAK FOREST VILLAS
A CONDOMINIUM
O.R. 1622 PG 0320



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

CONTINUATION OF
SHEET 3

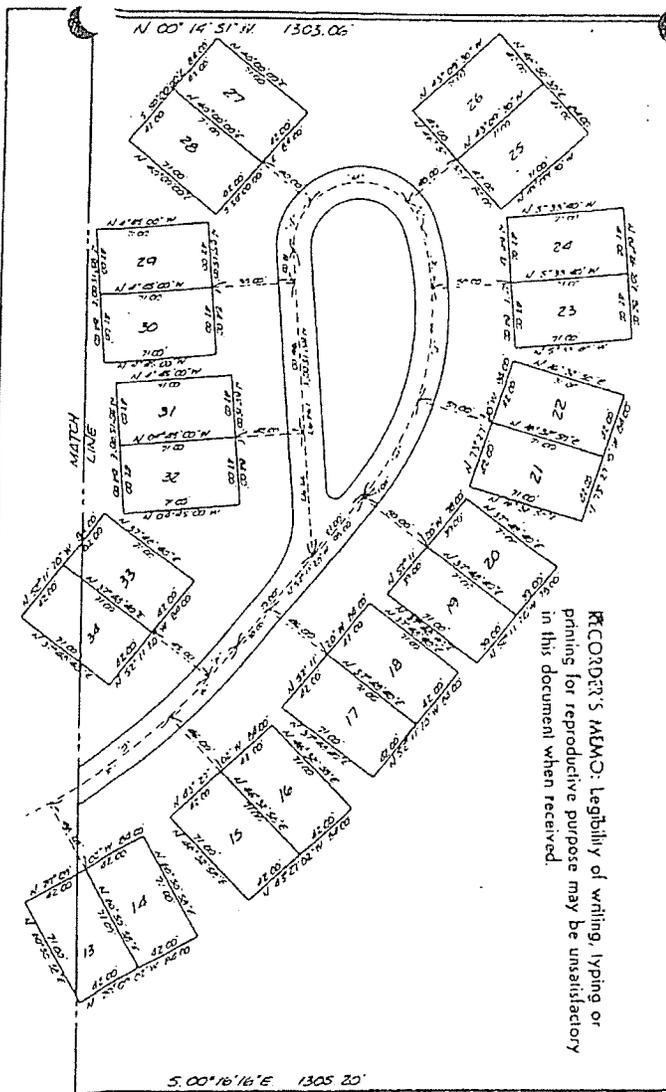
21 April 1988



O.R. 1622 PG 0324

N. 89° 17' 07\"/>

OAK FOREST VILLAS A CONDOMINIUM



CURVE DATA CHART

CURVE	RADIUS	ARC	CHORD	BEARING
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B	200.00	14.45	20.50	N. 1° 23' 37\"/>
C	378.00	10.00	10.00	N. 0° 34' 33\"/>
D	378.00	09.18	09.00	N. 0° 50' 03\"/>
E	378.00	08.17	08.00	N. 02° 08' 18\"/>
F	374.00	09.04	09.00	N. 00° 18' 00\"/>
G	378.00	07.33	07.00	N. 07° 09' 11\"/>
H	183.00	08.68	08.26	N. 02° 09' 15\"/>
I	183.00	31.38	10.94	N. 02° 30' 15\"/>
J	183.00	28.84	08.77	N. 00° 25' 15\"/>
K	35.00	17.76	17.00	N. 00° 37' 30\"/>
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M	34.00	07.09	09.30	N. 02° 12' 30\"/>
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O	378.00	180.00	180.00	N. 00° 00' 00\"/>
P	378.00	180.00	180.00	N. 180° 00' 00\"/>
Q	378.00	04.11	04.10	N. 0° 05' 00\"/>
R	200.00	03.05	03.00	N. 1° 14' 44\"/>
S	200.00	02.33	02.26	N. 0° 00' 00\"/>
T	180.00	08.78	12.34	N. 00° 34' 42\"/>
U	180.00	03.97	03.00	N. 11° 01' 31\"/>
V	38.00	05.05	03.00	N. 00° 05' 00\"/>
W	38.00	32.00	31.10	N. 01° 30' 00\"/>
X	32.00	0.00	0.00	N. 0° 00' 00\"/>
Y	32.00	01.10	03.51	N. 00° 11' 00\"/>
Z	32.00	01.10	31.11	N. 00° 00' 00\"/>
AA	05.00	12.74	14.75	N. 00° 00' 00\"/>
BB	01.00	51.14	51.00	N. 00° 00' 00\"/>
CC	100.00	3.00	3.00	N. 00° 00' 00\"/>
DD	100.00	28.75	28.00	N. 00° 00' 00\"/>
EE	100.00	10.00	10.00	N. 00° 00' 00\"/>
FF	140.00	03.15	03.00	N. 00° 00' 00\"/>
GG	140.00	07.34	07.00	N. 00° 00' 00\"/>
HH	140.00	07.33	07.00	N. 00° 00' 00\"/>
II	160.00	02.65	02.28	N. 00° 00' 00\"/>

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

S. 00° 16' 16\"/>

✓ This instrument prepared by and return to:
 Chad M. McClenathen, Esq.
 783 S. Orange Ave., Suite 210
 Sarasota, FL 34236

RECORDED IN OFFICIAL RECORDS
 INSTRUMENT # 2018010466 2 PGS
 January 28, 2019 02:34:15 PM
 KAREN E. RUSHING
 CLERK OF THE CIRCUIT COURT
 SARASOTA COUNTY, FL



**CERTIFICATE OF AMENDMENT
 TO THE DECLARATION OF CONDOMINIUM OF
 OF OAK FOREST VILLAS, A CONDOMINIUM**

The undersigned officers of **Oak Forest Villas Condominium Association, Inc.**, the corporation in charge of the operation and control of Oak Forest Villas, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 1622 Page 209 et seq., and amended and restated in Official Records Instrument # 2014026587, 53 Pages, of the Public Records of Sarasota County, Florida, hereby certify that the following amendment to the Declaration of Condominium was proposed and approved by vote of the Board of Directors, and approved by vote of not less than a majority of the voting interests of the entire membership at a membership meeting held on November 29, 2018. The undersigned further certify that the amendment was proposed and approved in accordance with the condominium documentation and applicable law.

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

.....

11. ALTERATION AND IMPROVEMENT: Alteration and improvements to the common elements and the units shall be governed by the following provisions:

11.1 ~~TO COMMON ELEMENTS:~~ There shall be no material or substantial change to the common elements without the approval either in writing by not less than a majority of all unit owners (36 of 70), or by affirmative vote of not less than a majority of the voting interests of the unit the-owners participating in person or by proxy at a duly noticed membership meeting at which a quorum is attained ~~of not less than sixty-six percent (66%) of the units in the Condominium.~~ Any such alteration or improvement which is so approved by such requisite ~~percentage majority~~ of unit owners as provided herein, shall not interfere with the rights of any unit owner as established by this Declaration, without the unit owner's specific consent. Nothing contained in this section shall be deemed to require such written consent for maintenance, repair or replacement of existing Common Element facilities and improvements. A change that does not cost more than an amount equal to 5% of the total budget, including reserves, shall be considered non-material and non-substantial and may be approved by an affirmative vote of 2/3 of the members of the Board of Directors alone.

11.2 ALTERATIONS OR IMPROVEMENTS TO THE UNITS BY UNIT OWNERS: No unit owner shall make any alteration or improvement to the unit owner's unit except in accordance with this section. A unit owner may make alterations and improvements to the interior of the single family dwelling structure located within the unit, so long as such alterations or improvement are not visible from the outside of the unit, do not impair the structural integrity of the dwelling, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and the law. A unit owner may not expand, enlarge, relocate or add to the single family structure originally located within his unit or make any other alterations or improvements to a unit that will change the appearance of a unit without prior approval in writing obtained from the Board of Directors.

11.3 ALTERATIONS OR IMPROVEMENTS TO UNITS BY ASSOCIATION. The Association has the duty under this Declaration to maintain, repair and replace designated portions of the units. In recognition of the fact that it may not be possible, or desirable, for the Association to perform its maintenance of the units using the same product, color or material, the purpose of this provision is to create a procedure whereby the Board may propose a change to the units that might be considered an alteration or improvement. The Association shall not materially or substantially change any portion of one or more units without approval in writing by not less than a majority of all unit owners (36 of 70), or by affirmative vote of not less than a majority of the voting interests of the unit owners participating in person or by proxy at a duly noticed membership meeting at which a quorum is attained. No alteration or improvement approved by the unit owners as provided herein shall interfere with the rights of any unit owner as established by this Declaration, without the unit owner's specific consent, provided however, no owner shall have a right to preserve the same exterior appearance. Nothing contained in this section shall be deemed to require unit owner approval for maintenance, repair or replacement of existing unit improvements if there is no change in appearance, use or function. A change that does not cost more than an amount equal to 5% of the total

budget, including reserves, shall be considered non-material and non-substantial and may be approved by an affirmative vote of 2/3 of the members of the Board of Directors without unit owner approval.

In addition to the foregoing general provision, by adoption of this amendment, the unit owners specifically approve the unit roof replacement project proposed by the Board for 2019, as summarized at the meeting at which this amendment was adopted, which includes the use of roof shingles that are a different composition and color from the original roof shingles.

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[Signature]
 Witness Signature
LARRY PRAZAK
 Printed Name

[Signature]
 Witness Signature
Ryan Muller
 Printed Name

[Signature]
 Witness Signature
LARRY PRAZAK
 Printed Name of Witness

[Signature]
 Witness Signature
Ryan Muller
 Printed Name of Witness

Oak Forest Villas Condominium Association, Inc.

Jean Blanchard
 By: _____, President

Attest: Suzanne Beseirani
 _____, Secretary

STATE OF FLORIDA
 COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14th day of December, 2018, by Jean Blanchard AR 0107, as President of Oak Forest Villas Condominium Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced personally known & FL DL as identification. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]
 Notary Public

Larry Prazak
 State of Florida
 My Commission Expires 02/07/2022
 Commission No. GG 179287

The foregoing instrument was acknowledged before me this 14th day of December, 2018, by Suzanne Beseirani, as Secretary of Oak Forest Villas Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FL Driver License identification. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]
 Notary Public

Larry Prazak
 State of Florida
 My Commission Expires 02/07/2022
 Commission No. GG 179287