

State of Florida



# Public Service Commission

**-M-E-M-O-R-A-N-D-U-M-**

DATE: January 4, 1996  
 TO: Division of Records and Reporting  
 FROM: Division of Legal Services (Capeless) *RLC*  
 RE: Docket No. ~~95-1000~~ Resolution of the Board of County Commissioners of Manatee County declaring Manatee County subject to the provisions of Chapter 367, F.S.

Please file the attached information from Cindy Burkhell, Prather & Sharp, E.A., dated December 26, 1995, in the above referenced docket file.

Thank you.

RGC/mw

Attachment

cc: Division of Water and Wastewater (Tomlinson)

ACK \_\_\_\_\_  
 AFA \_\_\_\_\_  
 APP \_\_\_\_\_  
 GAF \_\_\_\_\_  
 CMU \_\_\_\_\_  
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FPSC-RECORDS/REPORTING

**PRATHER & SHARP, E.A.**  
**3706 CORTEZ ROAD WEST**  
**BRADENTON, FLORIDA 34210**  
**(841) 745-1822**

December 26, 1995

State of Florida  
Public Service Commission  
101 E. Gaines Street  
Tallahassee, Florida 32399-0864

ATTN: Roseann Capeless, Attorney

Dear Ms. Capeless:

This letter is in regards to your request for additional information to complete the processing of our application.

We have enclosed a copy of the articles of incorporation as filed with the Secretary of State and bylaws.

You will also find a list of the owners to properties pertaining to the utility facilities upon which the utilities are located.

A statement indicating responsibility is also enclosed.

Sincerely,

  
PRATHER & SHARP, E.A.  
Property Managers for Palma Sola Shores

## State of Florida

Commissioners:  
SUSAN F. CLARK, CHAIRMAN  
J. TERRY DEASON  
JULIA L. JOHNSON  
DIANE K. KIESLING  
JOE GARCIA



DIVISION OF WATER &  
WASTEWATER  
CHARLES HILL  
DIRECTOR  
(904) 413-6900

**Public Service Commission**

December 8, 1995

Ms. Cindy Birkhold  
1693 Main Street  
Sarasota, Fla. 34236

Re: Docket No. 951235-WS; Resolution of the Board of County Commissioners of Manatee County Declaring Manatee County Subject to the Provisions of Chapter 367, Florida Statutes - Request for Exemption For Provision of Water and/or Wastewater Service By Palma Sola Shores Condo Association Inc.

Dear Ms. Birkhold:

In accordance with Section 25-30.060 (g), Florida Administrative Code, for a nonprofit association exemption the applicant's must submit documentation verifying: proof of ownership, requirements of membership, specify the service area, etc. Staff requires the following information in order to complete the processing of your application:

- (1) A copy of your articles of incorporation as filed with the Secretary of State and bylaws.
- (2) Documentation verifying proof of ownership of the utility facilities and the land upon which the facilities is located or the rights to continue the use of the land. Will accept
- (3) A statement indicating who will be responsible for customer billing.

The questions listed above must be addressed in order to complete the processing of your application. Please submit the original and four copies of the requested information by December 22, 1995, to the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida, 32399-0873. Your cooperation in this matter is greatly appreciated. If you have any questions please do not hesitate to contact me at (904) 413-6994.

Sincerely,

A handwritten signature in cursive script that reads "Christine Tomlinson".

Christine Tomlinson  
Regulatory Analyst II

BY - LAWS OF

MANTEX INCORPORATED  
As Amended May 5, 1986

ARTICLE I

Corporate Office

The office and principal place of business of the corporation shall be located at 2107 Palma Sola Boulevard, #102, Bradenton, Florida, 33529.

ARTICLE II

Stockholders

Section One. Annual Meeting.

An annual meeting of stockholders shall be held in each year on the first Wednesday of January at 7:30 o'clock P.M., unless such day should fall on a legal holiday, in which event the meeting shall be held at the same hour on the next succeeding business day that is not a legal holiday. Annual meetings shall be held at the principal office of the corporation or at such other place within the State of Florida as may be determined by the board of directors and designated in the notice of such meeting.

Section Two. Special Meetings.

Special meetings of stockholders may be called for any purpose. Such meetings may be called at any time by the president, the board of directors, or by the holders of not less than one-tenth of all the outstanding shares of the corporation. On the written request of any person or persons entitled to call a special meeting, the secretary shall inform the board of directors as to such call, and the board shall fix a time and place for the meeting. If the board fails to fix such a time and place, the meeting shall be held at the principal office of the corporation at a time fixed by the secretary.

Section Three. Action by Stockholders by Written Consent.

(a) Any action required or permitted by law to be taken at a meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of

outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. If any class of shares is entitled to vote as a class, such written consent shall be required of a majority of the shares of each class of shares entitled to vote as a class thereon, and of the total shares entitled to vote thereon.

(b) Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those stockholders who have not consented in writing. Such notice shall fairly summarize the material features of the action so authorized and, if the action is a merger, consolidation or sale or exchange of assets, for which dissenters' rights are provided by law, shall contain a clear statement of the right of dissenting stockholders to be paid the fair value of their shares in compliance with the applicable statutory provisions.

#### Section Four. Notice of Meetings - Budget.

Written or printed notice stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fourteen (14) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the president, secretary, or other person or persons calling the meeting, to each stockholder of record entitled to vote at the meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States mail, addressed to the stockholder to receive it at his address as it then appears on the records of the corporation. The Secretary shall certify that the notices were mailed or hand delivered in accordance with this section to each member at the address last furnished to the corporation.

The Board of Directors shall mail <sup>or hand deliver</sup> a meeting notice and copies of the proposed annual budget of expenses to the shareholders not less than fourteen (14) days prior to the meeting at which the budget will be considered. The budget shall be adopted by the Board of Directors provided that the shareholders shall be given written notice of the time and place at which the meeting of the Board of Directors is to be held to consider the adoption of the budget. The budget meeting shall be open to all shareholders. The Board of Directors may amend the budget, by a majority vote, at any time, provided the monthly maintenance fee is not increased.

The Board of Directors may, in its discretion, propose a budget to the shareholders at the annual meeting, or propose such budget in writing to the members, and elect a procedure whereby the budget or proposed budget is approved by the shareholders at

the annual meeting or by a majority of their whole number in writing. If such procedure is elected by the Board of Directors then the budget shall not thereafter be examined by the shareholders.

Section Five. Waiver of Notice.

A stockholder may waive notice of any annual or special meeting by signing a written notice of waiver either before or after the date of such meeting.

Section Six. Closing of Transfer Books; Record Date.

(a) For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders, or to receive payment of any dividend, or in order to make a determination of stockholders for any other proper purpose, the board of directors may provide that the stock transfer books will be closed for a stated period not less than ten (10) nor more than sixty (60) days.

(b) In lieu of closing the stock transfer books, the board of directors may fix, in advance, a date as the record date for a determination of stockholders for any of the purposes enumerated in subsection (a) above. Such date shall be not less than ten (10) nor more than sixty (60) days.

(c) If the stock transfer books are not closed and a record date is not fixed for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders, or entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the board of directors declaring the dividend is adopted, as the case may be, shall be the record date for such determination of stockholders.

Section Seven. Quorum.

The presence, at any stockholders' meeting, in person or by proxy, of persons entitled to vote a majority of the shares of the corporation then outstanding shall constitute a quorum for the transaction of business. In determining whether quorum requirements for a meeting have been met, any share that has been enjoined from voting or that for any reason cannot be lawfully voted shall not be counted.

Section Eight. Proxies.

Every person entitled to vote at a stockholders' meeting of the corporation, or entitled to execute written consent authorizing action in lieu of a meeting, may do so either in person or by proxy executed in writing by the stockholder or by his duly authorized attorney-in-fact. No proxy shall be valid except for the specific meeting for which originally given and for any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the shareholder executing it.

Section Nine. Voting.

Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of stockholders. The affirmative vote of the majority of shares represented at a meeting at which a quorum is present shall be the act of the stockholders unless the vote of a greater number or a vote by Classes is required by the articles of incorporation, these bylaws, or the laws of the State of Florida.

Section Ten. Order of Business.

The order of business at the annual meeting of stockholders and, insofar as possible, at all other meetings of stockholders, shall be as follows; in so far as is possible:

- (a) Call to order
- (b) Proof of notice of meeting
- (c) Reading and disposing of any unapproved minutes
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of directors
- (g) Disposition of unfinished business
- (h) Disposition of new business
- (i) Adjournment

Section Eleven. Minutes of Shareholders' Meetings.

Minutes of all shareholders' meetings shall be kept in a business like manner and shall be available for inspection by

shareholders, or their authorized representatives, and members of the Board of Directors at reasonable times. The corporation shall retain these minutes for a period of not less than seven (7) years.

## ARTICLE III

### Board of Directors

#### Section One. General Powers.

Subject to the limitations of the articles of incorporation, these bylaws, and the Florida General Corporation Act concerning corporation action that must be authorized or approved by the stockholders of the corporation, all corporate powers shall be exercised by or under the authority of the board of directors, and the business and affairs of the corporation shall be controlled by the board.

#### Section Two. Number, Tenure, Qualifications and Election.

The board of directors shall consist of nine (9) persons who shall be stockholders of the corporation and residents of the park. The number of directors may be increased or decreased from time to time by amendment to these bylaws. Directors of the corporation shall be elected at the annual meeting of stockholders, or at a meeting held in lieu thereof as provided in Article II, Section Two above and shall serve until their successors have been elected and qualified. Any stockholder of the corporation may be nominated from the floor for any office or for director.

Any increase or decrease in the number of directors shall not take effect until the annual meeting and election following the amendment to the bylaws increasing or decreasing the number of directors.

At the annual meeting and election to be held the first Wednesday in January 1987, the four stockholders who are elected to the principal officer positions (president, vice-president, secretary and treasurer) shall automatically be elected as directors for a two year term, even though their term as an officer shall be for only a one-year term. At that same meeting five stockholders shall be elected directors for a one year term. Thereafter, there shall be five directors elected in years ending with an even number and four directors elected in years ending with an odd number, each to a two year term.

#### Section Three. Meetings.

(a) The board of directors shall hold an organizational meeting immediately following each annual meeting of stockholders. Additionally, regular meetings of the board of directors shall be held at such times as shall be fixed from time to time by resolution of the board.



(b) Special meetings of the board may be called at any time by the president or by any two members of the board.

(c) Meetings of the Board of Directors shall be open to all members, and notice of meetings shall be posted in a conspicuous place upon the park property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Notice of special meetings shall be in writing delivered in person or by mail or telegram or cablegram at least two days prior to the date of the meeting. Neither the business to be transacted at nor the purpose of any such meeting need be specified in the notice. Attendance of a director at a meeting shall constitute a waiver of notice and a waiver of all objection to the place, time and manner of calling the same, except where the director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

(d) Members of the board may participate in a meeting of the board by means of a conference telephone or similar communications equipment by which all persons participating can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

#### Section Four. Quorum and Voting.

A majority of directors in office shall constitute a quorum for the transaction of business, and the acts of a majority of directors present at a meeting at which a quorum is present shall constitute the acts of the board of directors. If, at any meeting of the board of directors, less than a quorum is present, a majority of those present may adjourn the meeting, from time to time, until a quorum is present. In the event vacancies exist on the board of directors, other than vacancies created by the removal of a director or directors by the stockholders or by an increase in the number of directors, the remaining directors, although less than a quorum, may elect a successor or successors for the unexpired term or terms by majority vote.

#### Section Five. Vacancies.

(a) A vacancy in the board of directors shall exist on the happening of any of the following events:

(1) A director dies, resigns, moves from the park or is removed from office.

(2) The stockholders at any annual, regular or special meeting at which directors are to be elected, elect less than the number of directors authorized to be elected at that meeting.

(3) The board of directors declares vacant the office of a director who has been adjudicated of unsound mind or has been finally convicted of a felony or who, within 90 days after notice of his election to the board, neither accepts the office in writing nor attends a meeting of the board of directors.

A reduction in the authorized number of directors does not remove any director from office prior to the expiration of his term of office.

(b) A vacancy in the board of directors, except a vacancy occurring by the removal of a director, may be temporarily filled by the vote of a majority of the remaining directors, even though less than a quorum is present. Such election must be confirmed by a majority vote of the board of directors once a quorum is available.

#### Section Six. Removal.

(a) At any regular meeting of stockholders, or at any special meeting called for such purpose, any director or directors may be removed from office, with or without cause, by majority vote.

(b) New directors may be elected by the stockholders for the unexpired terms of directors removed from office at the same meetings at which such removals are voted. If the stockholders fail to elect persons to fill the unexpired terms of removed directors, such terms shall be considered vacancies to be filled by the remaining directors as provided in Section Five, above.

#### Section Seven. Compensation.

Directors and officers of the corporation may, with the approval of a majority of the board of directors, be reimbursed for reasonable expenses incurred while performing their duties.

#### Section Eight. Minutes of Meetings.

Minutes of all meetings of the Board of Directors shall be kept in a business like manner and shall be available for

inspection by shareholders, or their authorized representatives, and board members at reasonable times. The corporation shall retain these minutes for a period of not less than seven (7) years.

Section Nine. Indemnification.

The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of any other corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines or amounts paid in settlements, actually and reasonably incurred by him in connection with such action, suit or proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. However, no indemnification shall be provided in any action or suit by or in the right of the corporation to procure a judgment in its favor, with respect to any claim, issue or matter as to which such person is adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation. Indemnification hereunder shall be made by the corporation only as authorized in the specific case on a determination by a majority of disinterested directors that such individual met the applicable standard of conduct set forth above. The termination of any action, suit or proceeding by judgment order, settlement, conviction or on a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not meet the applicable standard of conduct. Indemnification hereunder shall continue as to a person who has ceased to be a director or officer, and shall inure to the benefit of the heirs, executors and administrators of such a person, for his actions during his tenure as an officer and/or director.

Section Ten. Utility Lines.

The corporation is responsible only for the main utility lines, including, but not limited to, water and sewer. The corporation is also responsible for the electric pedestals. The homeowners are responsible for any necessary repair from the main utility lines or electric pedestals to, and including, their homes.

ARTICLE IV

Officers

Section One. Enumeration of Officers.

The corporation shall have as officers a president, a vice president, a secretary, and a treasurer who shall serve at

the pleasure of the board of Directors without compensation. However, compensation for any officer may be approved by a majority vote of the stockholders at the annual stockholders meeting or at a special meeting held in accordance with Section Two of Article II, provided a quorum is present.

#### Section Two. Election and Term of Office.

The principal officers of the corporation shall be elected at the annual meeting of the stockholders, or at a meeting held in lieu thereof as provided in Article II, Section Two above, and shall serve for a one year period until the next annual meeting of the stockholders.

Subordinate officers may be elected by the board of directors from time to time as the board may see fit. A subordinate officer is not required to be a member of the board of directors, but must be a stockholder in the corporation.

#### Section Three. Removal.

Any officer may be removed from office at any time, with or without cause, on the affirmative vote or agreement in writing by a majority of stockholders. A special meeting of the stockholders to recall a member or members of the Board of Directors may be called by ten (10%) percent of the stockholders giving notice of the meeting as required for a meeting of stockholders and the notice shall state the purpose of the meeting. Removal shall be without prejudice to any contractual rights of the officer removed.

#### Section Four. Vacancies.

Vacancies in offices, however occasioned, may be filled by election by the board of directors at any time for the unexpired terms of such offices.

#### Section Five. President; Powers and Duties.

The president shall be the principal executive officer of the corporation. Subject to the control of the board of the board of directors, the president shall supervise and direct generally all the business and affairs of the corporation. The president shall preside at all meetings of stockholders at which he is present.

The president shall preside at all meetings of the board of directors at which he is present. The president may sign, with the secretary or any other officer of the corporation so authorized by the board of directors, certificates for shares of the corporation, and any deeds, mortgages, bonds, contracts or other instruments that the board of directors has authorized for execution, except when the signing and execution thereof has been expressly delegated by the board of directors of these bylaws to some other officer or agent of the corporation or is required by law to be otherwise signed or executed. The president shall also make reports to the board of directors and stockholders and in general shall perform all duties incident to the office of president and such other duties as may be prescribed from time to time by the board of directors.

Section Six. Vice President, Powers and Duties.

In the absence of the president of the corporation or in the event of his death or inability or refusal to act, the vice president shall perform the duties of the president and, when so acting, shall act with all of the powers of and be subject to all the restrictions on the president. In the event more than one vice president is elected, the vice presidents shall serve in the capacity of the president in the order designated at the time of their election. Any vice president may sign share certificates with the secretary or an assistant secretary. The vice president or vice presidents shall also perform such other duties as may be assigned, from time to time, by the president or the board of directors.

Section Seven. Treasurer; Powers and Duties.

The treasurer of the corporation shall have the following powers and duties:

(a) To be custodian and take charge of and be responsible for all funds and securities of the corporation;

(b) To receive and give receipts for money due and paid to the corporation from any source whatsoever;

(c) To deposit all such monies paid to the corporation in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these bylaws;

(d) To perform all of the duties incidental to the office of treasurer and such other duties as may be assigned to the treasurer, from time to time, by the president or the board of directors;

(e) To give a bond for faithful discharge of his duties when required to do so by the board of directors.

Section Eight. Secretary; Powers and Duties.

The secretary of the corporation shall have the following powers and duties;

(a) To keep the minutes for the meetings of stockholders and of the board of directors, in one or more books provided for that purpose;

(b) To see that all notices are duly given, in accordance with these bylaws or as required by law;

(c) To be custodian of the corporate records and the seal of the corporation;

(d) To see that the seal of the corporation is affixed to all documents duly authorized for execution under seal on behalf of the corporation;

(e) To keep a register of the post office address of each stockholder whose address shall be furnished to the secretary by the stockholder;

(f) To sign with the president, or a vice president, certificates for corporate shares the issuance of which have been authorized by resolution of the board of directors;

(g) To have general charge of the stock transfer books of the corporation; and

(h) To perform all duties incidental to the office of secretary and such other duties as may be assigned to the secretary, from time to time, by the president or the board of directors.

Section Nine. Subordinate Officers.

Other subordinate officers, including without limitation an assistant treasurer or treasurers and an assistant secretary or secretaries may be appointed by the board of directors from time to time, and shall exercise such powers and perform such duties as may be delegated to them by the resolutions appointing them, or by subsequent resolutions adopted by the board of directors from time to time.

Section Ten. Absence or Disability of Officers.

In the case of the absence or disability of any officer of the corporation and of any person hereby authorized to act in his place during his absence or disability, the board of directors may by resolution delegate the powers and duties of such officer to any other officer, or to any director, or to any other person whom it may select.

Section Eleven. Salaries.

No salaries shall be paid to the officers of the corporation unless approved by a majority of the stockholders at the annual meeting or at a special meeting, as provided in Article II., Section Two. Salaries of personnel entitled to receive compensation by law shall be set by the Board of Directors.

ARTICLE V

Stock Certificates

Section One. Form.

The shares of the corporation shall be represented by certificates signed by the president or a vice president, and by the secretary or an assistant secretary. If a certificate is manually signed on behalf of a transfer agent or registrar other than the corporation itself or an employee of the corporation, any other signatures or countersignatures on the certificate may be facsimiles. Each share certificate shall also state:

- (a) The name of the corporation;
- (b) That the corporation is organized under the laws of the State of Florida;
- (c) The name of the person or persons to whom issued;

(d) The number and class of shares, and the designation of the series, if any, which such certificate represents; and

(e) The par value of each share represented by such certificate, or a statement that the shares are without par value.

Any certificate representing shares that are restricted as to the sale, disposition or other transfer of such shares shall also state that such shares are restricted as to transfer, and shall set forth or fairly summarize on the certificate, or shall state that the corporation will furnish to any stockholder on request and without charge, a full statement of such restrictions.

### Section Two. Transfers.

Transfers of shares of the corporation shall be made in the manner specified in the Florida Uniform Commercial Code. The corporation shall maintain stock transfer books, and any transfer shall be registered thereon only on request and surrender of the stock certificate representing the transferred shares, duly endorsed. Additionally, the board of directors may appoint one or more transfer agents or transfer clerks and one or more registrars as custodians of the transfer books, and may require all transfers to be made with and all share certificates to bear the signatures of any of them. The corporation shall have the absolute right to recognize as the owner of any shares of stock issued by it, for all proper corporate purposes, including the voting of such shares and the issuance and payment of dividends on such shares, the person or persons in whose name the certificate representing such shares stands on its books. However, if a transfer of shares is made solely for the purpose of furnishing collateral security, and if such fact is made known to the secretary of the corporation, or to the corporation's transfer agent or transfer clerk, the record entry of such transfer shall state the limited nature thereof.

### Section Three. Lost, Destroyed and Stolen Certificates.

No certificate for shares of stock in the corporation shall be issued in place of any certificate alleged to have been lost, destroyed, stolen or mutilated except on production of such evidence and provision of such indemnity to the corporation as the board of directors may prescribe.



ARTICLE VI

Corporate Actions

Section One. Contracts.

The Board of directors may authorize any officer or officers, or any agent or agents of the corporation to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section Two . Checks, Drafts or Orders.

All checks, drafts or other orders for the payment of money by or to the corporation, and all notes and other evidence of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors.

Section Three Bank Deposits.

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the board of directors may select.

Section Four Voting Securities Held by the Corporation.

Unless otherwise ordered by the board of directors, the president or any vice president and the secretary or an assistant secretary of the corporation shall have authority to vote, represent and exercise on behalf of the corporation all rights incidental to any and all shares of any other corporation standing in the name of the corporation. Such authority may be exercised by the designated officers in person or by proxy.

ARTICLE VII

Miscellaneous

Section One. Inspection of Corporate Records.

Any person who has been a holder of record of shares or of voting trust certificates for share of the corporation for at least six months immediately preceding his demand, or is the holder of record of, or the holder of record of voting trust certificates for, at least five (5%) percent of the outstanding shares of any class or series of the corporation, shall have the right, for any proper purpose, at any reasonable time, on written demand stating the purpose thereof, to examine and make copies from the relevant books and records of accounts, minutes and record of shareholders of the corporation.

On the written request of any stockholder, the corporation shall mail to such stockholder a balance sheet as of the close of its latest fiscal year and a profit and loss statement for such fiscal year. If such request is received by the corporation before such financial statements are available for its latest fiscal year, the corporation shall mail such financial statements as soon as they become available, and in any event within four months after the close of its latest fiscal year. Additionally, balance sheets and profit and loss statements shall be filed in the registered office of the corporation in Florida, and shall be kept for at least five years, and shall be subject to inspection during business hours by any stockholder or holder of voting trust certificates, in person or by agent.

Section Two. Fiscal Year.

The fiscal year of the corporation shall be the calendar year.

Section Three. Corporate Seal.

The board of directors shall adopt an official seal for the corporation, which shall be circular in form and be inscribed with the name of the corporation, the state of incorporation and the words "Corporate Seal".

ARTICLE VIII

Amendments

These bylaws may be altered, amended or repealed by majority vote of the board of directors. No bylaw shall be revised or amended by reference to its title or number only.

Any alteration, amendment or repeal of these bylaws by the board of directors shall remain in effect for a period of six months only, unless approved by a majority vote of the stockholders at a meeting at which a quorum is present.

## ARTICLE IX

### Operation of the Park

#### Section One. Powers.

The corporation shall have the following powers:

(a) To contract, sue, or be sued with respect to the exercise or non exercise of its powers. For these purposes the powers of the corporation include, but are not limited to, the maintenance, management, and operation of the park property. The corporation may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all owners concerning matters of common interest, including, but not limited to, the common property; structural components of a building or other improvements; mechanical; electrical; and plumbing elements serving the park property; and protests of ad valorem taxes on commonly used facilities. If the corporation has the authority to maintain a class action, the corporation may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the corporation could bring a class action. Nothing herein limits any statutory or common law right of any individual owner or class of owners to bring any action which may otherwise be available.

(b) The powers and duties of the corporation include those set forth in this section and those set forth in the Articles of Incorporation and other provisions in the bylaws and any recorded declarations or restrictions encumbering the park property, if not inconsistent with law.

(c) To make and collect assessments and to maintain, repair, and replace the common areas of the park.

(d) To purchase lots in the park and to acquire and hold, mortgage, and convey them.

#### Section Three. Records.

The corporation shall maintain accounting records in the county where the property is located, according to good accounting practices. The records shall be open to inspection by stockholders or their authorized representatives at reasonable times, and written summaries of such reports shall be supplied at least annually to the stockholders or their authorized representatives. The records shall include, but shall not be limited to:

1. A record of all receipts and expenditures.
2. An account for each stockholder, designating the name and current mailing address of the stockholder, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account, and the balance due.

#### Section Four. Insurance.

The corporation shall obtain and maintain adequate insurance to protect the corporation and the park property. A copy of each policy of insurance in effect shall be made available for inspection by stockholders at reasonable times.

#### Section Five. Easements for Ingress and Egress.

The corporation shall have the authority, without the joinder of any unit owners, stockholders, or members to modify or move any easement for ingress and egress or for the purposes of utilities if the easement constitutes part of or crosses the park property. The authority of the corporation is limited in that it does not authorize the corporation to modify or move any easement created in whole or in part for the use and benefit of anyone other than the stockholders, unit owners, or members, without their consent or approval as required by law or the instrument creating the easement. This provision shall not be construed as effecting the rights of ingress or egress of any stockholder, unit owner, or member of the corporation.

#### Section Six. Assessments of Stockholders.

Stockholders assessments for managing and running of the mobile home park shall at all times be equal and shall be established by the board of directors at its annual meeting or at a specially called meeting in which all stockholders receive proper notice under and pursuant to Article II Section Four of these bylaws. Any assessment shall be based upon the percentage one corporate share bears to the total number of shares outstanding of the corporation.

Notice of the amount of the monthly assessment for managing and running of the mobile home park shall be mailed or hand delivered to each shareholder within ten days after the establishment of same by the board of directors. Thereafter, no monthly statements and/or bills will be delivered to the shareholders regarding same.

Notice of any special assessment, stating the amount due from each stockholder, the purpose of the assessment and the date of approval, shall be hand delivered or mailed to each stockholder who shall promptly pay the amount stated on the notice within ten (10) days of receipt of said notice. Failure to pay such an assessment within the time prescribed shall entitle the board

of directors to collect such amounts due by legal proceedings including the placing of a lien upon the stock of the stockholder and his mobile home.

Assessments by the board of directors shall not be made against the stockholder less frequently than quarterly in amounts no less than are required to provide funds in advance for payments of all the anticipated current operating expenses, and for all of the unpaid operating expense previously incurred.

No amendment to the bylaws, and in particular this section, may change the proportion or percentage by which members share in the expenses unless all of the members approve the amendment.

#### Section Seven. Park Rules and Regulations.

The board of directors shall establish and may amend from time to time, the park rules and regulations and administrative regulations governing the details of the operation and use of park property.

Any such action by the board of directors shall remain in effect for a period of six months only, unless approved by a majority vote of the stockholders at a meeting at which a quorum is present.

#### Section Eight. Use and Maintenance of Mobile Homes.

The board of directors shall establish restrictions on, and requirements respecting, the use and maintenance of mobile homes located within the park, and the use of the park property, provided that such restrictions are not inconsistent with the Articles of Incorporation.

**MINUTES OF SPECIAL SHAREHOLDERS  
MEETING OF MANTEZ, INC.**

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A special meeting of the shareholders of Mantez, Inc. was held at 2107 Palma Sola Boulevard, Bradenton, Florida 33529, on February 12, 1986 at 7:00 p.m.

The meeting was called to order by the President, Lawrence E. Eyres, for the purpose of deciding whether the real property owned by Mantez, Inc. should be converted into a condominium pursuant to Florida Statutes. Notice of the meeting was mailed to all shareholders entitled to notice on January 24, 1986. The secretary's declaration of service of notice is attached to the minutes as Exhibit A.

Lawrence E. Eyres, the president of Mantez, Inc. acted as chairman and Dorothy Lewis, the secretary of Mantez, Inc., acted as secretary of the meeting and recorded the minutes.

A role call of shareholders was taken by the president and it was reported that of the 100 shares outstanding and entitled to vote at the meeting, 89 shareholders were present, in person or by proxy, at the meeting and that a quorum was present.

Lawrence E. Eyres announced that the purpose of the meeting was to consider and act on a resolution to condominiumize all real property owned by Mantez, Inc. After discussion of the proposal, and on motion duly made, seconded and carried by the vote of 88 out of the 89 shareholders, the following resolution was adopted:

RESOLVED, that all real property owned by Mantez, Inc. should be converted to condominium pursuant to Florida Statutes.

There being no further business, on motion duly made,  
seconded and carried, the chairman declared the meeting  
adjourned.

*Dorothy Lewis*  

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DOROTHY LEWIS, Secretary



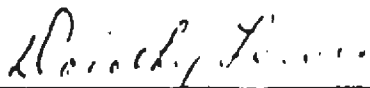
DECLARATION OF SERVICE OF NOTICE

I, Dorothy Lewis, declare that:

At all times herein mentioned, I was secretary of Mantez, Inc., a Florida corporation, and the person charged with the duty of giving notice of meetings of the shareholders of such corporation.

I served a notice of special meeting of shareholders on January 24, 1986 by depositing true and correct copies thereof in the United States mail at Bradenton, Florida with postage fully prepaid, addressed to each shareholder of the corporation entitled to vote as of the close of the business on January 1, 1986 at his last known address appearing on the records of the corporation. At said time, there was a regular delivery of the United States mail between the places of deposit and address.

Executed on February 12, 1986 at Bradenton, Florida.

  
\_\_\_\_\_  
DOROTHY LEWIS

DECLARATION OF CONDOMINIUM  
FOR  
PALMA SOLA SHORES CONDOMINIUM

This is a Declaration of Condominium made this 31 day of December 1986, by Mantez, Inc., a Florida Corporation (hereinafter referred to as Corporation). The shareholders of Mantez, Inc. are comprised solely of lessees of 100% of the lots owned by the Corporation for lessees' own occupancy, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

Pursuant to the Articles of Incorporation and Bylaws of Mantez, Inc., copies of which are attached hereto as Exhibit B and made a part hereof, a meeting was called to order on February 12, 1986 for the purpose of deciding whether Mantez, Inc. should condominiumize the property described in Exhibit A. At said meeting the Secretary provided an affidavit affirming that the notices were mailed and/or hand delivered in accordance with Section 4 of the Bylaws of Mantez, Inc. to each member at the address last furnished to the corporation. At said meeting the affirmative vote of the majority of shares represented at the meeting, at which a quorum was present, consented to the condominiumization of the property owned by Mantez, Inc., more particularly described in Exhibit A attached hereto and made a part hereof. A copy of the minutes of the meeting are attached hereto and made a part hereof as Exhibit C.

1. PURPOSE

The purpose of this Declaration is to submit the lands owned by the Corporation located and situate in Manatee County, Florida, more particularly described in Exhibit A attached hereto, and any improvements thereon to condominium ownership pursuant to the provisions of Chapter 718, of the Florida Statutes, hereinafter referred to as the "Condominium Act". All restrictions, reservations, covenants, conditions and easements herein shall create covenants running with the

For Condominium Plot Plan See: Cond Book 20 Pg 144 thru 146

land which shall be binding on the Corporation, and all its successors and assigns forever.

## 2. NAME

The name by which this condominium is to be identified is Palma Sola Shores Condominium.

## 3. DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of the Association, shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

(3.1) Association means Palma Sola Shores Condominium Association Inc., a corporation not for profit, and its successors. A charter of non-profit incorporation under Florida law has been granted to Palma Sola Shores Condominium Association, Inc., hereinafter called the Association, and this incorporated association shall exist for the administration and management of the Condominium.

(3.2) Description of Improvements and Unit Identification: Attached hereto and made a part hereof as Exhibit D, consisting of 3 sheets, is a survey of the land and graphic description of the plot plan and the improvements constituting the condominium, identifying the buildings, units and common elements and their respective locations and approximate dimensions. Each unit is identified by a specific number on said Exhibit D and no unit bears the same designation as any other unit.

(3.3) Common Elements shall include:

(a) All of those items stated in the Condominium Act.

(b) Recreational facilities consisting of a recreational club house, swimming pool and shuffleboard with shelters, more specifically depicted as 102 on Exhibit D attached hereto and made a part hereof.

(c) Property abutting the Bay depicted as 103 on Exhibit D attached hereto and made a part hereof, including the dock.

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(d) Property abutting 75th St. depicted as 104 on Exhibit D attached hereto and made a part hereof.

(e) Property abutting Palma Sola Boulevard depicted as 105 on Exhibit D.

(f) Tangible personal property deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association.

(g) All Condominium property not included in the Units. Common Elements shall include but not necessarily be limited to water and sewer lines and other facilities necessary for furnishing utility services to the condominium units and the common elements, the ownership of which has not been reserved by the utility furnishing such utility services and all the above described land and improvements subject to this Declaration not included within the boundaries of the individual Units. Each Unit owner shall be entitled to equal and full use and enjoyment of all of the Common Elements except as they may be restricted by regulations duly adopted by the Association's Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Unit owners.

(h) All other parts of the Condominium property commonly used or necessary, beneficial or convenient for the maintenance, safety or existence of the property.

(3.4) Ownership of the Common Elements; Common Expenses; Voting.

(a) Ownership of the Common Elements. The owner of each individual Unit owns in fee simple absolute an undivided proportionate interest in the Common Elements described in Section (3.3). Each owner's interest is equal to the proportion that his Unit bears to all of the Units. The total of all Units is 101. Each Unit and its percentage ownership share in the common elements is as follows:

Unit Number	Interest in the Common Elements
1	.9901%
2	.9901%
3	.9901%

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4	.99018
5	.99018
6	.99018
7	.99018
8	.99018
9	.99018
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92	.9901%
93	.9901%
94	.9901%
95	.9901%
96	.9901%
97	.9901%
98	.9901%
99	.9901%
100	.9901%
101	.9901%

(b) Common Expenses. The common expenses are the expenses for the operation, maintenance, and repair of the common elements, the costs of carrying out the powers and duties of the Association, expenses agreed to by all Unit owners, and any expenses designated as common expenses by the Condominium Act, this Declaration, or the Bylaws. Each Unit owner's share of the Common Expenses and share of the common surplus shall be the same as his undivided share in the Common Elements. The Common Expenses shall include but are not limited to the following:

(A) Expenses of administration and management of the Association and of the Condominium Property.

(B) Expenses of maintenance, operation, repair or replacement of the Common Elements and of the portions of Units to be maintained by the Association and the creation of reserve accounts with respect thereto.

(C) Expenses of maintenance, repair or replacement of roads and walkways.

(D) The costs of carrying out the powers and duties of the Association.

(E) Expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws of the Association.

(F) Any valid charge against the Condominium Property as a whole.

(3.5) Condominium Parcel means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

(3.6) Condominium Property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

(3.7) Unit means a part of the condominium property which is subject to private ownership. For the purposes of this Declaration of Condominium, Unit shall mean and include a lot but shall not include the mobile home located thereon. Notwithstanding anything to the contrary herein, Unit 101 includes both the lot and the permanent improvement thereon and for the purpose of this Declaration of Condominium, the definition of unit shall be expanded, only insofar as Unit 101 is concerned, to include both the lot and the permanent improvement thereon.

(3.8) Unit Owner or Owner of a Unit means the owner of a Condominium parcel.

(3.9) Utility Services shall include but not be limited to electric power, water, garbage, sewage disposal, cable television, together with all other public service and convenience facilities.

#### 4. EASEMENTS

Easements are expressly provided for and reserved in favor of the Unit Owners, their lessees, their guests and invitees, as follows:

(4.1) Utilities. Easements are reserved through the Condominium Property provided, however, such easements shall be only according to the plans and specifications for the Condominium.

(4.2) Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent

act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

(4.3) Traffic. A nonexclusive easement for ingress and egress shall exist for pedestrian traffic over, through and across sidewalks, paths, streets, roads, walks, halls, 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 or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Unit Owners and those claiming by, through or under the aforesaid 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.

#### 5. UNIT BOUNDARIES

(5.1) A Unit shall consist of space bounded by a vertical projection of the respective unit boundary line shown on the plat attached hereto as Exhibit "D" and shall include the property running from the plane of the ground as may exist or from the plane of the bottom of the foundation or patio slab as may exist to a plane parallel to the ground thirteen (13 ft.) feet above said ground. Nothing shall be placed on a unit which shall exceed thirteen (13 ft.) feet in height. Notwithstanding anything to the contrary herein, Unit 101 shall consist also of a single family home, the dimensions of which are described on Exhibit D. Each such Unit, together with all appurtenances thereto, shall constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real



property independently of all other parts of the condominium property, subject only to the provisions and restrictions of this Declaration and the Articles of Incorporation and the By-Laws of the Association of Unit Owners.

(5.2) Each Unit shall be identified by the use of a number, which is graphically described in Exhibit "D" attached hereto and made a part hereof.

(5.3) Each Unit shall include as an appurtenance the exclusive possession of such Unit including the yard area within boundaries of such Unit, subject only to the Association's limited right to mow and maintain the yard area within the boundaries of each Unit under the provisions of Section 11.7 hereof and an undivided share in the common elements and such right to use the common elements (open space, roads and walkways) subject to the provisions, rules and restrictions provided for herein, in conjunction with other Unit Owners.

#### 6. MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvements shall be as follows:

(6.1) By The Association. The Association shall maintain, repair and replace at the Association's expense:

(a) All roads, walkways and Common Elements.

(b) Shall maintain, repair and replace all conduits, plumbing, wiring and other facilities for the furnishing of utility services as may lie within the main utility lines or electric pedestals but is not responsible for any necessary repair from the main utility lines or electric pedestals to the mobile home, or in the case of Unit 101, to the single-family home.

(c) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of (6.1) (a) and (b) above.

(6.2) By the Unit Owner. The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:

(a) To mow and maintain the grass and trim and maintain flowers, bushes and trees, and remove weeds from all stones in the yard area within the boundaries of his Unit and to maintain, repair and replace, at his expense, the mobile home and any other improvement located upon his Unit, and in the case of Unit 101, to maintain, repair and replace the single-family home. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners.

(b) Except with regard to the interiors of a mobile home located upon his Unit, or in the case of Unit 101, the interiors of the single-family home, a Unit Owner shall not modify, alter, paint or otherwise decorate or change the appearance, decor or demeanor of any portion of the Condominium Property, nor shall any Unit Owner attach any thing or fixture to the Condominium Property without the prior approval, in writing, of the Association.

(c) To promptly report in writing to the Association any defect or need for repairs for which the Association is responsible.

(d) Each Unit Owner shall maintain in good condition and repair the interior and exterior of all tangible property placed within the boundaries of his Unit, or in the case of Unit 101, shall maintain in good condition and repair the interior and exterior of the single-family home and shall pay for all utilities which are furnished to his Unit, except those items included in the monthly maintenance fee. The Unit Owner shall be responsible for all maintenance and repairs to the conduits, plumbing, wiring and other facilities provided for furnishing utilities from the main utility lines or electric pedestals to the mobile home, or in the case of Unit 101, to the single-family home. If

termites are detected in a Unit, the owner shall take immediate action to exterminate them.

(6.3) Alteration and Improvement. There shall be no alterations or further improvements to the Condominium Property without the prior approval, in writing, of the Association. The costs of any alterations or improvements to the Common Elements shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any Unit Owner without his consent.

## 7. ASSESSMENTS AND COMMON EXPENSES

(7.1) Common Expenses. Each Unit Owner shall be liable for an equal share of the Common Expenses incurred in the operation of the Condominium, which equal share shall be computed on the basis of each Unit Owner's undivided fractional interest in the Condominium Property as determined by the provisions of Section (3.4) hereof.

(7.2) Assessments. The making and collection of Assessments against each Unit Owner for common expenses, and for such reserves as may from time to time be established by the Association, shall be pursuant to the By-Laws of the Association, subject to the following provisions:

(a) Interest: Application of Payments.

Assessments and installments on such assessments paid on or before ten (10) days after the date when due, shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear a late charge as promulgated by the Board of Directors, not to exceed the highest rate allowed by the laws of the State of Florida from the date when due until paid. All payments on accounts shall be first applied to interest and then to the assessment payment first due. If a unit owner shall be in default in the payment of an assessment, the Board of Directors may accelerate the remaining balance of the assessment upon notice to the unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice

to the unit owner or not less than ten (10) days after the mailing of such notice to him, by registered or certified mail, whichever shall first occur. All unit owners who fail to pay assessments shall be responsible for all costs incurred in the collection of said delinquent assessments, including reasonable attorney's fees for appellate proceedings.

(b) Lien for Assessments. The Association shall have a lien against each unit for any unpaid assessments against the owner thereof, and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated, and including any such fees as may be incurred during appellate proceedings. The said liens may be recorded among the Public Records of the County where located by filing a claim therein which states the legal description of the Unit, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, shall have been paid. Such claims of lien shall be signed and verified by an officer of the Association, or by an agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at his expense. All such recorded claims of liens may be foreclosed by suit brought in the name of the Association in the same 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 an institutional lender as holder of a first mortgage of record shall obtain title to a unit as the result of the foreclosure of a first mortgage or in the event a mortgagee under a first mortgage of record shall obtain title to a unit as the result of a conveyance in lieu of foreclosure of such first mortgage, such mortgagee shall not

be liable for that share of the common expenses or assessments by the Association pertaining to such unit or condominium parcel or chargeable to the former unit owner of such parcel which became due prior to the acquisition of title as the result of the foreclosure or the conveyance in lieu of foreclosure unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of such mortgage. Such unpaid share of common expenses or assessment shall be deemed to be common expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns. A first mortgagee acquiring title to a condominium parcel as the result of foreclosure or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. For purposes of this section "institutional lender" shall mean any real estate investment trust, savings and loan association, commercial bank, life insurance company or commercial mortgage company authorized to do business in the State of Florida, or any other entity actively involved in first mortgage lending.

(7.3) Collection. The Association shall have the power and authority to charge, assess and collect all fees, charges and assessments from Unit Owners and shall use such remedies for collection as are allowed by this Declaration, the provisions of Chapter 718 Florida Statutes (Condominium Act) and the exhibits attached hereto.

#### E. ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

(8.1) Membership in Association. Membership of each 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 Unit Owner in the funds and assets held by the Association shall be in the same

proportion as the liability of each such Owner for common expenses. Each Unit shall be entitled to one vote in the Association.

(8.2) Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as Exhibit "E" and made a part hereof.

(8.3) By-Laws. A copy of the By-Laws of the Association is attached as Exhibit "E" and made a part hereof.

(8.4) Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, 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.

(8.5) Restraint upon assignment of shares and assets. The Unit Owner's share 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 his Unit.

(8.6) The association shall have the right of access, during reasonable hours, to individual units for the purpose of maintaining, repairing, or replacing any common elements, or for making needed emergency repairs to prevent damage to the common elements or to another Unit or Units.

## 9. INSURANCE

The insurance other than title insurance that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

(9.1) Authority to purchase: named insured. All insurance policies upon the Common Elements included in the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and

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as agent for the Unit owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsement and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Association or the insurance trustee as set forth herein.

(9.2) Coverage By Unit Owner. Each Unit Owner shall obtain coverage at his own expense upon his Mobile Home, or in the case of Unit 101, the single-family home, in an amount equal to its insurable replacement value and upon his personal property and for his personal liability and living expense, and such insurance shall not be the responsibility of the Condominium Association. The maintenance of adequate fire and extended coverage upon the mobile home, or in the case of Unit 101, the single-family home, is an absolute requirement of ownership and proof of such coverage shall be made available to the Association at least annually. In the event a Unit Owner shall fail to provide adequate coverage, the Association may obtain such coverage as the agent for the Unit Owner and the cost thereof shall be added to such Unit Owner's assessment and collected in the manner provided in Paragraph 7 hereof.

(9.3) Coverage By Association.

(a) Casualty. All buildings and improvements included in the Common Elements upon the Condominium Property shall be insured in an amount equal to the insurable replacement value and all personal property included in the Common Elements shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. Coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in

construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) Public Liability 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 vehicles, owned, and non-owned vehicle coverages, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Workmen's compensation insurance to meet the requirements of law.

(d) Such other insurance that the Board of Directors of the Association shall determine from time to time to be desirable.

(9.4) Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

(9.5) Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association and the Association shall hold the proceeds for the purposes stated herein for the benefit of the Association and the Unit Owners and their mortgagees.

(9.6) Application of proceeds. Proceeds of insurance policies received by the Association shall be applied or distributed to or for the benefit of the Association and the Unit Owners and their mortgagees in the following manner:

(a) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners, remittances to 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 Unit.

(b) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to 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 Unit.

#### 10. RECONSTRUCTION OR REPAIR AFTER CASUALTY

(10.1) Common Elements. If the damaged improvement is a Common Element, then the damaged property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original facility, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association. In all instances the responsibility of reconstruction and repair after casualty shall be that of the Association and the Association shall immediately obtain reliable and detailed estimates of the cost to rebuild or repair.

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 all Unit Owners, in sufficient amounts to provide funds for the payment of such costs and such assessments shall be in proportion to the Unit Owner's obligation for Common Expenses. The Association shall negotiate with and obtain a contractor willing to do the work on a fixed price basis and the insurance proceeds together with the amount of any special assessments shall be paid in accordance with the provisions for progress payments in the construction

contract. Notwithstanding the foregoing, if there has been loss or damage to the Common Elements and the insurance proceeds available are inadequate to repair and reconstruct the same and ninety (90%) percent of the Unit Owners vote against levying the special assessment referred to above and vote to abandon the condominium, then the Common Elements shall not be repaired and reconstructed and the condominium shall be abandoned in accordance with the provisions of Section 16 hereof.

(10.2) Unit Owner's Home. If a Unit Owner's mobile home, or in the case of Unit 101, the single-family home comprising a part of the unit itself, and any structure attached thereto for which a Unit Owner is required to obtain insurance coverage under the provisions of Section (9.2) hereof is damaged, then the Unit Owner shall immediately proceed to reconstruct and repair the mobile home, or in the case of Unit 101, the single-family home comprising a part of the unit itself, and any structure attached thereto. Any reconstruction or repairs must be substantially in accordance with the plans or specifications for the original mobile home, or in the case of Unit 101, the original single-family home, and attached structure, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association. In the event the damage requires substantial reconstruction, then the Unit Owner must:

(a) Remove the original mobile home and any attached structure and replace the same with a new mobile home and structure which shall have been approved in writing by the Board of Directors of the Association; or

(b) In the case of Unit 101, remove the remaining portion of the single-family home and any attached structure and replace the same with a new single-family home and structure, which shall have been approved in writing by the Board of Directors of the Association.

(c) All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by the mortgagee.

The Unit Owner shall complete the reconstruction, repair or replacement of a mobile home and attached structures, or in the case of Unit 101, the repair and replacement of a single-family home, or the removal of same in preparation for the sale of the Condominium Parcel, within ninety (90) days after the occurrence of the damage, unless a longer period of time is granted by the Board of Directors of the Association. The inadequacy of the proceeds of a Unit Owner's insurance to cover the cost of repair, reconstruction or replacement shall not excuse such Unit Owner from compliance with this Section (10.2). Failure of a Unit Owner to comply with the provisions of this Section (10.2) shall entitle the Association or one or more other Unit Owners to bring an action to require compliance and in any proceeding arising out of any Unit Owners alleged failure to comply, the prevailing party shall be entitled to recover the costs of the proceeding and any appeal thereof, including reasonable attorneys' fees.

#### 11. USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

(11.1) Use Restrictions: Each of the units and the mobile homes placed thereon, or in the case of Unit 101, the single-family home, shall be used only for private single family residential purposes. In recognition of the fact that the layout of the lots and other structures located in Palma Sola Shores Condominium have been purposely situated to accommodate the needs, comfort and convenience of adult persons over the age of 45 years, the regular use of the condominium property is hereby limited to permanent residents forty-five (45) years of age or older. No one under 45 years of age may be a guest for more than 30 days without the specific approval of the Board of Directors. The use of the

condominium property by guests of permanent residents is subject to the rules and regulations promulgated by the Association. Failure of a Unit Owner to comply with the provisions of this paragraph will result in the Association bringing suit to enjoin said violation and to seek such other judicial remedies as may be available to them with all costs of the litigation, including reasonable attorney's fees, being charged to the Unit Owner.

(11.2) Structures. Except for Unit 101, a part of which is comprised of a single-family home, no structure shall be placed or permitted upon any Unit other than one (1) double-wide mobile home that is masonry skirted with: (a) complete sanitary facilities, including a lavatory, wash basin, tub or shower and kitchen sink. All such sanitary facilities are to be connected to sewage outlets in conformance with the requirements of the Florida State Board of Health, (b) a covered carport, utility room and patio, and (c) a screen room or cabana room of a size and style approved by the Association.

No mobile home, accessory or other structure shall be placed, erected, or maintained upon the Unit nor shall any addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, material, floor plans and location of such mobile home, accessory or other structure shall have been submitted to the Association, dated and signed by the unit owner, and approved, in writing, by the Association. In the case of Unit 101, said unit shall not be added to, changed or altered until the plans and specifications showing the nature, kind, shape, height, material, floor plans and layout shall have been submitted to the Association, dated and signed by the owner, and approved, in writing, by the Association. The Association shall have the right to approve or disapprove upon such grounds as may be deemed proper for the tasteful development of the Condominium, provided that such approval shall not be unreasonably withheld. In the event that such

plans and specifications have been submitted as required hereunder and the Unit has received neither written approval nor disapproval within thirty (30) days after the dated submission of such plans and specifications, then approval shall be deemed to have been given.

Carports, patios, screen porches and storage construction shall meet the Manatee County building codes for mobile homes and prior to commencement of construction all necessary permits shall be obtained. Mobile homes must have hurricane tie-downs to meet Manatee County and State of Florida regulations and restrictions.

Failure of a Unit Owner to comply with the provisions of this paragraph may, at the option of the Association, result in the removal of the structure from the Unit at the Unit Owner's expense. The Association is authorized and shall have the power to bring suit to enjoin any construction or alteration which has not been approved and to seek such other judicial remedies as may be available to them and in the event that such losses shall result in a judgment in favor of the Association, then the cost of such litigation, including reasonable attorneys' fees, shall be charged to the Unit Owner.

(11.3) Occupancy. Palma Sola Shores Condominium was designed as an adult community. Therefore, occupancy of the Units is restricted to those 45 years of age or older. Not more than two (2) adults per unit is allowed, unless specifically approved by the Board of Directors.

(11.4) Pets. No pets of any kind are allowed in Palma Sola Shores Condominium.

(11.5) Motor Vehicles. All motor vehicles of Unit Owners, occupants or guests must be parked entirely upon the Unit Owner's property in a paved area provided for parking. No overnight street parking shall be allowed at any time, unless approved by the Board of Directors during times of emergency or road repair. No motor vehicles shall be parked on the grass at any time. There shall be no travel trailers, campers or motor homes, crippled, disabled or other unsightly

vehicles and trucks and vans larger than one half ton passenger vans parked or kept in the community. Provided, however, that boats and trailers which fit completely under the carport are permitted if there is adequate room remaining to park a vehicle in the driveway. Travel trailers, campers or motor homes belonging to guests will be allowed to park in specified areas, provided they remain unoccupied. No commercial vehicle may be parked in or about the Condominium Property without consent of the Association, except for delivery purposes or service work. No major maintenance or repair of motor vehicles shall be permitted while such vehicles are located upon the Condominium Property. Motor vehicles with loud mufflers or exhaust systems shall not be permitted upon the Condominium Property.

The speed of motor vehicles within the Condominium Property shall be regulated and posted and all Condominium residents and their guests shall be expected to observe the posted speed limits. Speeding shall not be tolerated and in the event that a Unit Owner or resident of the Condominium shall consistently fail to observe the speed limits, the Association may prohibit such individual from operating a motor vehicle within the confines of the Condominium Property.

The use of motorcycles, motorbikes, motorscooters, mini-bikes and all similar vehicles shall not be permitted on a regular basis upon the Condominium Property with the exception of motorized carts for the handicapped.

(11.6) Storage. No outdoor storage of any kind shall be permitted. There shall be no separate storage buildings, other than one utility room per unit, permitted. To every extent possible, all personal property should be kept in a storage area and no personal property of any nature including, but not limited to, clotheslines and lawn mowers shall be permitted to remain outside where such can be seen by other Unit Owners or residents and guests. No personal property shall be stored under the mobile home outside.

Outdoor drying or storing of laundry is strictly prohibited. Notwithstanding the foregoing, bicycles, tricycles and all vehicles of this nature may be stored within the carport provided that they are maintained in a neat and orderly condition.

(11.7) Maintenance. Each Unit Owner shall be responsible for proper maintenance of the lawn and shrubbery and the exterior of any structures located upon his Unit, and the failure of a Unit Owner to do so shall entitle the Association to provide for its maintenance at such Unit Owner's expense and the cost thereof shall be assessed to such Unit Owner and such assessment shall be collected as provided in Section (7.2) hereof. Specifically, the Unit Owner shall keep his Unit neat and clean and the grass cut and edged at all times. No lawn mowing shall be undertaken before 8:00 A.M. nor after 5:00 P.M. In the event that an Owner shall not be occupying his Unit for a period of seven (7) days or more, he shall notify the Association as to who will be responsible for his property during his absence. If the person or firm so named fails to maintain the property, the Association shall have it done and the cost of such maintenance shall be billed to the Unit Owner. At least one (1) day's notice must be given to the Association prior to the Unit Owner leaving for such seven (7) day period or longer.

In order to protect the underground utilities and the rights of other Unit Owners, permission must be obtained from the Association prior to the planting of any trees or shrubbery.

No Unit Owner shall request or cause any employee or person providing contract services to the Association to undertake any maintenance or other private service on behalf of the Unit Owner while he is performing services for the Association, except as shall have been approved in writing by the Association. In the event that said person shall, for any reason, provide services to a Unit Owner without approval of the Association, such Unit Owner shall be assessed for the cost of such services.

No electrical or plumbing repair work or electrical installations or plumbing installations may be undertaken within the Unit boundaries (excepting those occurring inside the mobile home, or in the case of Unit 101, excepting those occurring inside the single-family home) without first obtaining the written approval of the Association. The Association shall have the right to make such regulations respecting the type, design and construction of all electrical and plumbing construction and apparatus to be used within Palma Sola Shores Condominium as shall be deemed necessary by the Association for the safety of the condominium residents and the appearance of the Condominium Property.

(11.8) Fences, hedges and Unit boundaries. No fences, natural or manmade, including hedges, will be permitted.

(11.9) Commercial Enterprises. Palma Sola Shores is a residential Condominium and no commercial enterprises of any nature shall be permitted.

(11.10) Use of Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the benefit and enjoyment of the Units.

(11.11) The Association shall have the right of access during reasonable hours to the improvement on the individual Units for the purpose of maintaining, repairing or replacing any Common Elements or for making needed emergency repairs to prevent damage to the Common Elements or to another Unit or Units.

(11.12) Garbage and Trash. The throwing or placing of garbage, refuse, trash or any other matter within the Condominium Property or upon any abutting property or upon any other property as may be owned or utilized by the Condominium Association is strictly prohibited. All garbage and trash shall be sacked or securely wrapped and placed in an approved container which must be kept tightly closed and shall be maintained in good condition. All garbage must be

**O.R. 1163 PG 2478**



set out for pickup on garbage collection days. The dumpster maintained by the association is to be used exclusively for cuttings and clippings. Any Unit Owner causing a blockage or back-up in the sewer line leading from his Unit shall be responsible for the cost of cleaning or repairing said sewer line. No trash or garbage shall be burned upon any lot within the Condominium or upon any property abutting the Condominium Property.

IN ORDER TO MAINTAIN A CLEAN, ATTRACTIVE CONDOMINIUM COMMUNITY, THE ASSOCIATION SHALL HAVE THE RIGHT TO IMPOSE A CHARGE AS SET FORTH IN THE RULES AND REGULATIONS PROMULGATED BY THE ASSOCIATION FROM TIME TO TIME FOR ANY CLEAN UP SERVICES WHICH ARE REQUIRED TO BE UNDERTAKEN BY THE ASSOCIATION, NO MATTER HOW MINOR IN SCOPE.

(11.13) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

(11.14) Damage. Any damage to any of the Common Elements or other Units of the Condominium caused by any Unit Owner, resident or any guest of a Unit Owner or resident shall be repaired at the expense of the Unit Owner or resident responsible for the damage or the Unit Owner or resident whose guest was responsible for the damage.

(11.15) Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Condominium Unit nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

(11.16) Signs. All signs or other displays or advertising shall be approved by the Board of Directors prior to being placed or maintained on any part of the Common Elements or Units.

**O. R. 1169 PG 2479**

(11.17) Leasing of Units. After approval by the Association required herein, entire Units may be rented provided the occupancy is only by the Lessee and provided the term of the tenancy is for one year or longer. No rooms may be rented and no transient tenants shall be accommodated in any Unit; nor shall any lease of any Unit release or discharge the Owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, and By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium and By-Laws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically in such agreement or not.

(11.18) Miscellaneous. Use of the condominium property is also subject to the following restrictions upon and requirements of use:

(a) Owners who plan to leave their Unit vacant for more than a month or who do not occupy their Unit must make arrangements for promptly paying monthly assessments with the Board of Directors of the Association and leave a forwarding address.

(b) Owners must leave outside post lights lit from dusk to dawn.

(c) Owners must exercise prudence in using water and report all external leaks to the Board of Directors of the Association. Lawn water is permitted but excessive use

of water for outdoor purposes may result in an additional charge at the end of the year based on the excessive use.

(d) Recreational facilities are provided for the use of residents and guests. Children under 18 years of age must be accompanied by an adult owner, resident or guest.

(11.19) Regulations. Reasonable Rules and Regulations concerning the use of Condominium Property may be made and amended from time to time by the Board of Directors of the Association. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium. Any such amendments must be approved by a majority of the unit owners attending the next meeting of which a quorum is present.

## 12. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial adult residents who are financially responsible and thus protect the value of the Condominium Property on the whole, the transfer of Units by an Owner shall be subject to the following provisions as long as the Condominium exists upon the land:

(12.1) Transfers subject to approval. No Unit Owner may either acquire or dispose of any Unit by sale, lease, gift, devise, inheritance, or other transfer of title or possession without the written consent of the Association, except as hereinafter provided. In the event of transfer of title by operation of law, the continued ownership is subject to the written approval of the Association, except as hereinafter provided.

(a) The approval of the Board of Directors of the Association that is required for the sale, lease or other transfer of ownership of any Unit as set forth above shall be given or withheld based upon the Board's determination of the ability of the proposed grantee or lessee to meet the financial obligations of the Unit ownership and the ability and willingness of such grantee or lessee to abide by the provisions of this Declaration of Condominium and all exhibits attached hereto or referred to herein. A Unit Owner

shall give the Board of Directors of the Association notice in writing of any proposed transfer as set forth above by hand delivery or by U.S. Mail, certified, return receipt requested, addressed to the President of the Association. The Board shall advise the Unit Owner in writing of its approval or disapproval of the proposed grantee or lessee within thirty (30) days after the receipt of the written notice of the proposed transfer from the Unit Owner. In the event that no written notice is received by the Unit Owner within said thirty (30) day period, then the transfer shall be considered to have been approved by the Board of Directors of the Association. If the proposed grantee or lessee is approved by the Board, either by consent in writing or by the failure of the Board to take action within the prescribed time, the appropriate officers of the Association shall make an Affidavit in recordable form which shall reflect the approval of the proposed transfer. Notwithstanding anything to the contrary herein, the Board, for this purpose only, may take action on the application in writing in lieu of a formal meeting.

(b) In the event that:

(1) A Unit Owner shall make a gift of a Condominium Parcel to some person other than to a spouse: or,

(2) A deceased Unit Owner shall devise or bequeath the ownership of a Condominium Parcel to some person other than a surviving spouse: or,

(3) Some person other than a surviving spouse is designated by the personal representative of the deceased Unit Owner's estate to receive ownership of a Condominium Parcel: or,

(4) Some person other than a surviving spouse is to receive ownership of a Condominium Parcel under the laws of descent and distribution of the State of Florida; such persons continuance of ownership of such Unit shall be subject to the approval of the Board of Directors of the Association. Upon receiving written notice of a transfer of

ownership to a person other than a surviving spouse, the Board of Directors shall advise such person in writing, of its approval or disapproval within fifteen days after the receipt of such notice. If no such written notice is given within such fifteen (15) day period, the transfer shall be deemed as approved. Any approval shall be evidenced by an affidavit of the Association as provided for in this section. Notwithstanding anything to the contrary herein, the Board, for this purpose only, may take action on the application in writing in lieu of a formal meeting.

(c) If any person shall acquire title or possession of a Condominium Parcel by any manner not considered in this Section, the continuance of ownership or possession of the Condominium Parcel shall be subject to the approval of the Board of Directors of the Association.

(d) Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit Owner, purchaser or lessee of a Unit is a corporation, the approval of ownership or lease by the corporation may be conditioned by requiring that all persons occupying the Unit be approved by the Association.

(e) The Association shall require the deposit of a reasonable screening fee simultaneously with the giving of notice of intention to sell or lease, or of transfer by gift, devise or inheritance, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said screening fee shall be a reasonable fee to be set from time to time by the Association, which shall not exceed the maximum fee allowed by law.

(f) The foregoing provisions of this section entitled Board Approval shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution that acquires its title as the result of owning a

mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceeding; nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

(g) Any sale, mortgage, lease, or transfer not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association or otherwise cured by the terms of this Declaration.

(h) In the event that the Association shall unreasonably disapprove a transfer of ownership of a Unit, the Association shall have the option to purchase the Unit at the price and upon the terms stated in the disapproved contract to sell or upon mutually agreed terms. In order to properly exercise such option to purchase, the Association shall deliver to the Unit Owner, by hand or by registered mail, within the time frame required for the approval or disapproval of a proposed purchaser, an agreement to purchase the Unit by the Association in which event the Unit Owner shall be required to sell the Unit to the Association. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase or upon the date designated in the disapproved contract, whichever date shall be later.

In the event that a Unit Owner shall have acquired his title by gift, devise or inheritance or in any other manner, then the Association shall have the option to purchase said Unit from the Unit Owner and said option must be exercised within thirty (30) days after receipt from the Unit Owner of notice that such Unit Owner has acquired title and such

option shall be exercised by the hand delivery or the mailing to the Unit Owner of an agreement to purchase the Unit upon the following terms:

(a) The sale price shall be the fair market value determined by agreement between the Unit Owner and the Association within thirty (30) days from the date of delivery of the agreement to purchase. In the absence of agreement as to price, the price shall be determined by obtaining a fair market appraisal of the Unit prepared by an appraiser mutually acceptable to the Unit Owner and the Association. In the event that the Unit Owner and the Association cannot mutually agree with regard to the selection of an appraiser, then each shall select an appraiser and the average of the two (2) appraisals shall be the purchase price.

(b) The purchase price shall be paid in cash.

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

### 13. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Rules and Regulations adopted pursuant to those documents, and they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

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

(13.2) Enforcement of Maintenance. In the event that a Unit Owner fails to maintain his Unit and all structures and all tangible personal property located thereon as required herein, the Association or any other Unit Owner shall have the right to proceed in a court of competent jurisdiction to seek compliance with the foregoing provisions, or the Association shall have right to assess the Unit Owner and the Unit for such sums as may be necessary to pay for the cost of such maintenance. The Association shall have the right to have its employees or agents enter the Unit and do the necessary work to enforce compliance with the above provisions. However, in the event the Association fails to enforce maintenance under the terms and conditions of this section, any Unit Owner may apply to a court of competent jurisdiction for such relief as will require the Association to carry out the terms and conditions of this section.

(13.3) Costs and attorneys' fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by the Court.

(13.4) No waiver of rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

#### 14. AMENDMENTS

Except as provided herein, this Declaration of Condominium and the Articles and By-Laws of the Association, may be amended in the following manner:



(14.1) Amendments. This Declaration may be amended by a vote equalling two-thirds of the total vote with each Unit Owner casting the one vote allotted him.

(14.2) 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.

(14.3) A Resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

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

(i) Not less than two-thirds of the votes of the entire Unit Owners of the Association; or

(ii) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed.

(14.5) Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any

Unit nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of mortgages on such 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 any Condominium Property shall join in the execution of such amendment.

(14.6) Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the 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 the County and State in which the land is situate.

#### 15. TERMINATION

The Condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act:

(15.1) Agreement. The Condominium may be terminated at any time by the approval in writing of all record Owners of Units and all record Owners of mortgages on 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 two-thirds of the Common Elements, and the approval of all record Owners of mortgages upon the 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 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 a Unit Owner of a Unit, or of a mortgage encumbering a Unit, shall be irrevocable until expiration of

the aforesaid option to purchase the Unit of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The option to purchase the Units 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 Units to be purchased an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall require the purchase of all Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the 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 an appraisal prepared by a qualified professional appraiser, selected by the seller and the purchaser. The expense of the appraisal shall be paid by the purchaser. In any action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash provided, however, that in the event there shall be a preexisting assumable first mortgage on the Unit, 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.

(15.2) 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 effecting the termination, said certificate to become effective upon being recorded in the Public Records of the County and State in which the land in situate.

(15.3) Shares of Owners after termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

(15.4) Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of all record Owners of mortgages upon the Units.

#### 16. INTERPRETATION

Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, previously referred to herein as the "Condominium Act."

#### 17. SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or work, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, Mantez, Inc. caused this Declaration to be executed on this 31 day of December, 1986.

Notary J. Lewis  
\_\_\_\_\_

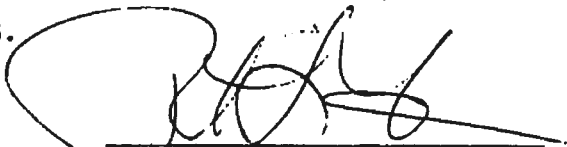
MANTEZ, INCORPORATED

By: Lawrence E. Eyres  
President

STATE OF FLORIDA )  
COUNTY OF MANATEE )

BEFORE ME, the undersigned authority, personally appeared Lawrence E. Eyres, President of Mantez, Incorporated, a Florida corporation, and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 31 day of December, 1986.

  
\_\_\_\_\_  
Notary Public

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of MANTEZ INCORPORATED, a corporation organized under the Laws of the State of Florida, filed on June 18, 1985, as shown by the records of this office.

The charter number of this corporation is 1162580.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
19th day of June, 1985.



CER-101

George Firestone  
Secretary of State

O. R. 1169 PG 2493

Exhibit

DESCRIPTION (AS FURNISHED)

COMMENCE AT THE NORTHEAST CORNER OF U.S. GOVERNMENT LOT 4, SECTION 31, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE S-89°-47'-04"-W ALONG THE NORTH LINE OF SAID U.S. LOT 4, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT OF WAY LINE OF 75th STREET WEST FOR A POINT OF BEGINNING; THENCE S-00°-02'-28"-W ALONG THE SAID WEST RIGHT OF WAY LINE OF 75th STREET WEST A DISTANCE OF 271.49 FEET TO THE INTERSECTION OF THAT CERTAIN "AGREEMENT LINE" AS DESCRIBED IN OFFICIAL RECORD BOOK 914, PAGES 1020, 1021, and 1022, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S-89°-56'-35"-W ALONG SAID AGREEMENT LINE, 1998.79 FEET TO THE EASTERLY RIGHT OF WAY LINE OF PALMA SOLA BOULEVARD; THENCE CONTINUE S-89°-56'-35"-W, 60.76 FEET TO THE WEST RIGHT OF WAY LINE OF SAID PALMA SOLA BOULEVARD; THENCE CONTINUE S-89°-56'-35"-W, 314.0 FEET TO THE FACE OF A CONCRETE SEAWALL ON PALMA SOLA BAY; THENCE NORTHERLY ALONG THE FACE OF SAID SEAWALL, 286 FEET MORE OR LESS TO THE NORTH LINE OF SAID U.S. LOT 4; THENCE N-89°-47'-04"-E ALONG SAID NORTH LINE OF U.S. LOT 4, A DISTANCE OF 344.5 FEET TO THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF PALMA SOLA BOULEVARD; THENCE CONTINUE N-89°-47'-04"-E, 60.74 FEET TO THE EAST RIGHT OF WAY LINE OF SAID PALMA SOLA BOULEVARD; THENCE CONTINUE N-89°-47'-04"-E ALONG SAID NORTH LINE OF U.S. LOT 4, A DISTANCE OF 2061.81 FEET TO THE POINT OF BEGINNING. LESS RIGHT OF WAY FOR PALMA SOLA BOULEVARD. CONTAINING 16.52 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, DEDICATIONS AND RESTRICTIONS OF RECORD. SUBJECT TO THAT CERTAIN F.P. & L. CO. EASEMENT AS RECORDED IN O.R. BOOK 663, PAGES 429 THRU 431, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

O.R. 1169 PG 2492

ARTICLES OF INCORPORATION

OF

MANTEZ INCORPORATED

FILED  
JUN 18 1963  
TALLAHASSEE  
FLORIDA

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby associate themselves together to form a corporation under the laws of the State of Florida.

ARTICLE I  
NAME

The name of this corporation is MANTEZ INCORPORATED.

ARTICLE II  
NATURE OF BUSINESS

The general nature of the business to be transacted by this corporation is:

To conduct all business necessary of a corporation as a mobile home tenants' organization in the State of Florida, including but not limited to, the representation of its tenants and members, the purchase of the mobile home park, and to manufacture, purchase, or otherwise acquire, and to own, mortgage, pledge, sell, assign, transfer or otherwise dispose of, and to invest in, trade in, and with, goods, wares, merchandise, real and personal property and services, of every class, kind, and description, except that it is not to conduct a banking, safe deposit, trust, insurance, surety, express, railroad, canal, telegraph, telephone or cemetery company, a building and loan association, mutual fire insurance association, cooperative association, fraternal benefits society, state fair or exposition. The corporation shall have the power to negotiate for, acquire and operate a mobile home park and in particular a mobile home park known as Palma Sola Shores Mobile Home Park, in the County of Manatee, State of Florida, on behalf of the residents. When once acquired, the corporation has the power to convert the mobile home park to a condominium or to a cooperative form of ownership.

ARTICLE III  
STOCK

The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is:

100 shares of no par value capital stock.

The authorized shares of stock are all of one class with equal voting powers and each such share shall be equal with every other such share.



**ARTICLE IV  
INITIAL CAPITAL**

The amount of capital which this corporation will begin business is Five Hundred (\$500.00) Dollars.

**ARTICLE V  
TERM OF EXISTENCE**

This corporation is to exist in perpetuity.

**ARTICLE VI  
ADDRESS**

The initial Post Office Address of the principal office of this corporation in the State of Florida is 2107 Palma Sola Blvd., #102, Bradenton, Florida, 33529. The Board of Directors may from time to time move the principal office to any other address in Florida.

**ARTICLE VII  
DIRECTORS**

This corporation shall have nine (9) directors, initially. The number of directors may be increased or decreased from time to time, by By-Laws adopted by the stockholders, but shall never be less than three.

**ARTICLE VII  
INITIAL DIRECTORS**

The names and Post Office Addresses of the members of the first Board of Directors who shall serve until their successors are listed and appointed and have qualified are:

<u>Name</u>	<u>Address</u>
Edward Burris	2107 Palma Sola Blvd. Bradenton, FL 33529
Daniel Enright	2107 Palma Sola Blvd. Bradenton, FL 33529
Mae Isaacson	2107 Palma Sola Blvd. Bradenton, FL 33529
Marlin McGaughey	2107 Palma Sola Blvd. Bradenton, FL 33529
Edythe Ostrow	2107 Palma Sola Blvd. Bradenton, FL 33529
Mary C. Perkins	2107 Palma Sola Blvd. Bradenton, FL 33529
Paul K. Schneider	2107 Palma Sola Blvd. Bradenton, FL 33529

Fred Ward

2107 Palma Sola Blvd.  
Bradenton, FL 33529

Larry Eyres

2107 Palma Sola Blvd.  
Bradenton, FL 33529

**ARTICLE IX  
SUBSCRIBERS**

The name and Post Office Address of each subscriber of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Paul K. Schneider	2107 Palma Sola Blvd. Bradenton, FL 33529
Fred Ward	2107 Palma Sola Blvd. Bradenton, FL 33529
Edythe Ostrow	2107 Palma Sola Blvd. Bradenton, FL 33529
Mary C. Perkins	2107 Palma Sola Blvd. Bradenton, FL 33529

**ARTICLE X  
AMENDMENT**

These Articles of Incorporation may be amended in any manner provided by law. Every Amendment shall be approved by the Board of Directors, proposed by them to the stockholders, and approved at a stockholders meeting by a majority vote of the stock entitled to vote thereon, unless all the directors and all the stockholders sign a written statement manifesting their intention that a certain Amendment of these Articles of Incorporation be made.

**ARTICLE XI  
RESIDENT AGENT FOR SERVICE OF PROCESS**

The name of the first Resident Agent of this corporation is Paul K. Schneider, 2107 Palma Sola Blvd., #83, Bradenton, Florida, 33529.

**ARTICLE XII  
CORPORATION OFFICERS**

The business of this corporation shall be conducted by the President, Vice President, Secretary and Treasurer, and a Board of Directors. The Board of Directors shall be elected at each annual meeting to be determined by the By-Laws. All other officers shall be elected or employed by the Board of Directors.

Until the first meeting of the stockholders and other officers are elected, the business of the corporation shall be transacted by the following officers:

Paul K. Schneider	President
Fred Ward	Vice-President
Edythe Ostrow	Secretary
Mary C. Perkins	Treasurer

ARTICLE XIII  
SEAL OF CORPORATION

The Seal of this corporation shall be a circular impression with the name Mantez Incorporated around the border and "Incorporated 1985" in the center.

  
Paul K. Schneider

  
Fred Ward


  
Edythe Ostrow

  
Mary C. Perkins

STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgments, personally appeared Paul K. Schneider, Fred Ward, Edythe Ostrow, and Mary C. Perkins to me known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation.

WITNESS my hand and official seal in the county and state named above this 7<sup>th</sup> day of ~~May~~<sup>June</sup>, 1985.

  
Notary Public

My commission expires: Notary Public, State of Florida at Large  
My Commission Expires: Feb. 8, 1988

**Katherine Mackay**  
2107 Palma Sola Blvd, Unit 1  
Bradenton, FL 34209-4862

**Mr. & Mrs. Ait**  
2107 Palma Sola Blvd., Unit 2  
Bradenton, FL 34209-4862

**Mr. & Mrs. Schwartz**  
2107 Palma Sola Blvd., Unit 4  
Bradenton, FL 34209-4862

**Donna Montgomery**  
2107 Palma Sola Blvd., Unit 5  
Bradenton, FL 34209-4862

**Evelyn Brinson**  
2107 Palma Sola Blvd., Unit 6  
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**Mr. & Mrs. John Smits**  
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**Mildred Liebnitzky**  
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**Ethel Schmid Gloria Schmid**  
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**Mr. & Mrs. Schoenknecht**  
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**Margaret Cummings**  
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**Mr. & Mrs. LaClair**  
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**Mr. & Mrs. St. John**  
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**Maria Cassar**  
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**Melva Ogilvie Donald Cukr**  
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**Mr. & Mrs. Gray**  
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**Frances J. Sirocky**  
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**Alisa Fraser**  
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**Mr. & Mrs. Bedard**  
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**Mr. & Mrs. Lambertz**  
2107 Palma Sola Blvd., Unit 22  
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**Mr. & Mrs. Siefert**  
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**Sylva Ouellette**  
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**Mr. & Mrs. O'Connell**  
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**Mr. & Mrs. Enright**  
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Theodore U. Snyder  
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Mr. & Mrs. Haas  
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Darlene F. Koch  
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Mr. & Mrs. Sandella  
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Mary Morton  
2107 Palma Sola Blvd., Unit 36  
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Verdella Cottrell  
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Mr. & Mrs. Sichiolfi  
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Dorothy O'Hara  
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Mr. & Mrs. Snowgold  
2107 Palma Sola Blvd., Unit 101  
Bradenton, FL 34209

**PALMA SOLA SHORES CONDOMINIUM ASSOCIATION, INC.  
2107 PALMA SOLA BOULEVARD  
BRADENTON, FLORIDA 34209**

December 26, 1995

State of Florida  
Public Service Commission  
101 E. Gaines Street  
Fletcher Building  
Tallahassee, Florida 32399-0864

RE: Docket No. 951235-WS  
ATTN: Roseann Capeless, Atty.

Dear Ms. Capeless:

This letter is a statement to inform you that Palma Sola Shores Condominium Association, Inc. is an organized association which has no customer billings. As with most associations, the association pays all water and sewer bills on behalf of unit owners.

If you should have any further questions please feel free to contact our property manager at (941) 951-1040.

Sincerely,



**PALMA SOLA SHORES CONDOMINIUM ASSOCIATION, INC.**