

File w/DOCS
VWD

ASSOCIATION: VILLAGE WOODS CONDOMINIUM ASSOCIATION, INC.

AMENDMENTS: Articles - 75% of voting members.
Declaration - 2/3rd of total vote of voting members.
By Laws - 75% of voting members.

ASSESSMENTS: By the Board of Directors up to \$20,000 for single purpose. Over \$20,000 by majority of quorum of voting members present.

FAIR HOUSING ACT: One resident must be 55 years of age or older, no one under age of 16.

LEASE: Minimum of 30 days.

MAINTENANCE: Owner is responsible for interior of unit. Association is responsible for roof, exteriors of unit and common areas maintained by the Association.

ANNUAL MEETING: Not less than sixty (60) days for first notice.

BUDGET MEETING: Not less than thirty (30) days.

SPECIAL MEETING: Not less than fourteen (14) days.

PETS: Must be leashed and not tied up outside, front or rear.

QUORUM: Majority of total number of voting members present or by proxy.

RENTAL FEE:)
)
SALES FEE:) Can collect \$25.00 rental/sales fee, but do not.

ACCESS TO RECORDS

F.S. 607.1602(1) grants the shareholder the right to inspect and copy records during regular business hours and at the principle office. The individual must give notice to the corporation at least 10 days before he wishes to inspect and/or copy.

F.S. 607.1602(3) sets up other conditions pertaining to the shareholders.

- a. The demand must be made in good faith and for a proper purpose.
- b. The shareholder must describe with reasonable particularity his purpose and the records he desires to inspect.
- c. The records are directly connected with his purpose. This can provide grounds for denial or access, but counsel should be consulted prior to relying on it.

F.S. 718.111(12)(c) This amendment gives the Association the right to adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying.

Rule 7D-23-002(9)(B) gives a limit on the amount that may be set for the cost of copying records. The limit is twenty-five cents per copy.

1. Frequency - no more than once per month per unit.
2. Time - Working days 10:00 - 12:00 AM & 1:00 - 3:30 P.M.
3. Location - Management Office.
4. Notice - Written ten (10) day notice to the Corporation and the Management Company.
5. Inspection - will be at your management office.
6. Copying - Records will only be copied at the management office.

XVI.
VILLAGE WOODS CONDOMINIUM
USE RESTRICTIONS

A. GENERALLY. The use of the condominium property shall be in accordance with the following provisions:

1. Single Family Residence. The condominium property shall be used only for single family residences, and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the units for which provision is made by the condominium documents shall be occupied only by a single family as its residence and for no other purposes. Only one (1) residence may be built on each unit and no accessory building shall be placed upon a unit without the prior written consent of the Association.

2. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist.

3. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

4. Fences, Hedges, Clothes Poles, Exterior Radio and TV Antennas, Parking and Signs.

(a) No fences or hedges or similar improvements shall be erected or planted in any easements and the same shall not be erected or permitted upon a condominium parcel without written approval of the Association.

(b) Outdoor clothes drying activities of any nature are hereby prohibited.

(c) All garbage and trash containers and oil and gas tanks must be placed and maintained below ground level or in walled-in areas so constructed as to render the contents thereof hidden from view from adjoining properties.

(d) No signs of any nature whatsoever shall be erected or displayed upon any of the condominium property, except when express prior written approval of the size, shape, content and location thereof has been obtained from the Association.

(e) No exterior radio, television or electronic antenna or aerial shall be erected, maintained or operated upon any of the condominium property or building, or structures located thereon, and the erection, maintenance or operation of any of the same is prohibited.

(f) The parking or storage of automobiles, except upon paved areas of the condominium property, is prohibited without express prior written permission of the Association. The overnight parking of vehicles of any kind upon any of the condominium property used for roadway purposes is prohibited. The overnight parking of trucks, trailers, motor homes or campers on any of the condominium property is prohibited without the express prior written permission of the Association. The parking or storage of boats and boat trailers upon any of the condominium property is prohibited without the express written permission of the Association. No vehicle or any nature may be parked or stored upon the condominium property unless said vehicle has current, valid vehicle tags and inspection stickers.

5. Insurance Rates. No owner shall permit or suffer anything to be done or kept on his unit, parcel or on the common property or on the common elements which will increase the rate of insurance on the other units, or which will obstruct or interfere with the rights of other occupants of the Condominium or annoy them by unreasonable noises or create an unsightly condition.

6. License. Whenever it is necessary to enter upon any unit for the purpose of performing any maintenance alteration or repair to the exterior of the unit or to any portion of common elements, the owner of each unit shall permit other owners or their representatives or the duly constituted and authorized agent of the Association or to go upon the common elements constituting an appurtenance to any such unit, for such purpose. Such entry shall be made at reasonable times and with reasonable advance notice, except in cases of emergency.

7. Modifications. No owner shall cause any improvements or changes to be made on the exterior of their unit, including painting or other decoration, or the installation of electrical wiring, machinery or air-conditioning unit which may protrude through the walls or roof of the unit, or in any manner change the appearance of any portion of the unit not within the interior walls of said unit, without the written consent of the Association first had and obtained. Any modifications to a unit, with the written approval of the Association, shall be the subject of additional maintenance assessments and management costs, if found to be warranted.

8. Damages. The owner of each unit must promptly correct any condition which, if left uncorrected, would affect the condominium property. If any other unit owner should sustain damages because of another owner's failure to correct the condition within his unit, such owner shall be liable and responsible for the damages and liability which his action or non-action occasioned.

9. Taxes. In the event any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole, as opposed to levying and assessing such tax and special assessment against each unit and its undivided interest in common elements, as now provided by law, then such tax or special assessment so levied shall be paid as a common expense by the Association, and any tax or special assessment which is so levied shall be included, wherever possible, in the estimated annual budget of the Association, or shall be separately levied and collected as an assessment by the Association against all the owners of all units, if not included in said annual budget. The amount of such tax or special assessment by the Association against all the owners of all units, if not included in said annual budget. The amount of such tax or special assessment so paid or to be paid by the Association shall be attributable to and assessed against each unit and unit owner, and to be paid by the owner of each unit, as a common expense, in the manner set forth in Section A of Article VII of this Declaration.

Prepared by and return to:

Steven H. Mezer, Esq.
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601-3913
(813) 204-6492
(813) 223-9620 fax



Rept: 1235063 Rec: 18.50
DS: 0.00 IT: 0.00
03/31/09 _____ Dpty Clerk

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER
03/31/09 10:45am 1 of 2
OR BK 8051 PG 739

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
VILLAGE WOODS CONDOMINIUM ASSOCIATION, INC.**

We, Dan Brown, President and Jim Beebee, as Secretary of Village Woods Condominium Association, Inc., do hereby certify that at the annual meeting of the members of Village Woods Condominium Association, Inc., held February 11, 2008, wherein a quorum of the members was present in person or by proxy, held in accordance with the Bylaws of Village Woods Condominium Association, Inc., the following amendment to the Bylaws for Village Woods Condominium Association, Inc. was approved by a three-fourths (3/4) vote of all voting members of the Village Woods Condominium Association, Inc.:

Article II of the By-Laws of Village Woods Condominium Association, Inc. is amended to read as follows:

ARTICLE II
DIRECTORS

- A. Number and Term The number of Directors who shall constitute the whole Board shall be no less than three (3) and no more than five (5). The initial Board shall consist of three (3) Directors. Until succeeded by Directors elected at the first annual meeting of members, Directors need not be members; thereafter, all Directors shall be members; provided however that no Director elected by the developer as provided in the Declaration, these By-Laws or Chapter 718, Florida Statutes (1980), shall be required to be a member of the corporation. Within the limits above specified, the number of Directors shall be determined by voting members at the annual meeting. The Directors shall be elected at the annual meeting of the members, and each Director shall be elected to serve for the term on one (2) year or until his successor shall be elected and shall qualify. No Person and his or her spouse or roommate may serve on the Board at the same time.

CONDOMINIUM PLATS PERTAINING
HERETO ARE RECORDED IN
CONDOMINIUM PLAT BOOK 19, PAGE
23, ET SEQ., AND THE DECLARATION OF
CONDOMINIUM IS RECORDED IN O.R. BOOK 1082,
PAGE 1933, ET SEQ.

CODING: The full text to be amended is stated: New words to be inserted are double-underlined.

Village Woods Condominium
Association, Inc.

By: Dan Brown
Dan Brown, President

Attest:

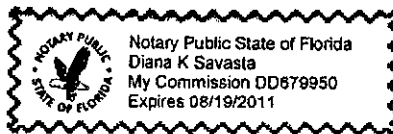
Jim Beebe
Jim Beebee, Secretary

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 20 day of MARCH, 2009, by Dan Brown, President and Jim Beebee, Secretary, of Village Woods Condominium Association, Inc., who are personally known to me, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the By-laws of Village Woods Condominium Association, Inc., and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.

Diana K. Savasta
Notary Public/State of Florida at Large



007640:00000\527678

Prepared by and return to:

Steven H. Mezer, Esq.
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601-3913
(813) 204-6492
(813) 223-9620 fax

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS OF
VILLAGE WOODS CONDOMINIUM ASSOCIATION, INC.**

We, Dan Brown, President and Jim Beebee, as Secretary of Village Woods Condominium Association, Inc., do hereby certify that at the annual meeting of the members of Village Woods Condominium Association, Inc., held February 11, 2008, wherein a quorum of the members was present in person or by proxy, held in accordance with the Bylaws of Village Woods Condominium Association, Inc., the following amendment to the Bylaws for Village Woods Condominium Association, Inc. was approved by a three-fourths (3/4) vote of all voting members of the Village Woods Condominium Association, Inc.:

Article II of the By-Laws of Village Woods Condominium Association, Inc. is amended to read as follows:

ARTICLE II
DIRECTORS

- A. Number and Term The number of Directors who shall constitute the whole Board shall be no less than three (3) and no more than five (5). The initial Board shall consist of three (3) Directors. Until succeeded by Directors elected at the first annual meeting of members, Directors need not be members; thereafter, all Directors shall be members; provided however that no Director elected by the developer as provided in the Declaration, these By-Laws or Chapter 718, Florida Statutes (1980), shall be required to be a member of the corporation. Within the limits above specified, the number of Directors shall be determined by voting members at the annual meeting. The Directors shall be elected at the annual meeting of the members, and each Director shall be elected to serve for the term on one (2) year or until his successor shall be elected and shall qualify. No Person and his or her spouse or roommate may serve on the Board at the same time.

CONDOMINIUM PLATS PERTAINING
HERETO ARE RECORDED IN
CONDOMINIUM PLAT BOOK 19, PAGE
23, ET SEQ., AND THE DECLARATION OF
CONDOMINIUM IS RECORDED IN O.R. BOOK 1082,
PAGE 1933, ET SEQ.

CODING: The full text to be amended is stated: New words to be inserted are double-underlined.

Village Woods Condominium
Association, Inc.

By: Dan Brown
Dan Brown, President

Attest:

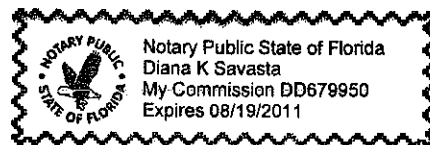
Jim Beebe
Jim Beebe, Secretary

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 20 day of MARCH, 2009, by Dan Brown, President and Jim Beebe, Secretary, of Village Woods Condominium Association, Inc., who are personally known to me, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the By-laws of Village Woods Condominium Association, Inc., and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.

Diana K. Savasta
Notary Public/State of Florida at Large



007640:00000\527678

Prepared by and return to:
Steven H. Mezer, Esq.
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33602
(813) 204-6492
(813) 223-9620 FAX

R
U



Rept: 1097711 Rec: 27.00
DS: 0.00 IT: 0.00
05/08/07 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
05/08/07 10:02am 1 of 3
OR BK 7490 PG 821

**CERTIFICATE OF AMENDMENT
TO THE BYLAWS FOR VILLAGE WOODS CONDOMINIUM ASSOCIATION, INC.**

We, NORMA GREBLE, President and LEE WEBSTER, as Secretary of Village Woods Condominium Association, Inc., do hereby certify that at the annual meeting of the members of Village Woods Condominium Association, Inc., held February 12, 2007, wherein a quorum of the members was present in person or by proxy, held in accordance with the Bylaws of Village Woods Condominium Association, Inc., the following amendment to the Bylaws for Village Woods Condominium Association, Inc. were approved by a three-fourths (3/4) vote of all voting members of the Village Woods Condominium Association:

~~D. Audit. During the term of the Management Agreement, the Management Firm shall render to the Association a statement for each fiscal year no later than ninety (90) days next thereafter. The Management Firm shall perform a continual internal audit of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it. During the term of the Management Agreement, the Association may conduct an external audit by an independent auditor acceptable to the Management Firm as such reasonable time as the Management Firm shall agree to, provided, however, said request for inspection is not made more than once in any calendar month and provided that the cost and expense of same is borne by the Association. Upon the termination of the Management Agreement, an audit of the accounts of the Association shall be made annually. Said audit shall be prepared by such Accountant as the Board of Directors determines and a copy of said report shall be available to the members of the Association in the office of said Association and with the Treasurer of the Association. Such report shall be available not later than three (3) months after the end of the year for which the report is made. The provisions of a Management Agreement applicable thereto shall supercede the foregoing. The consent of the Management Firm as to an independent auditor who may be employed to conduct an external audit, as hereinabove set forth in this Section, shall not be unreasonably withheld. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance except when the members of the Association have determined, by a majority vote at a duly called meeting of the Association, to provide no reserves or less reserves than required by Florida law. The accounts shall include, but are not limited to, roof replacement, building painting, and paving resurfacing, regardless of the amount of deferred maintenance expense or replacement costs, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.~~

1. Roof Replacement Reserve: The roof replacement reserve is to be used only for the re-roofing of a building or the re-roofing of all buildings within the condominium. Any other roofing expenditure, such as repairs, patches, cleaning, or a partial replacement of roofing of a single building or partial re-roofing of more than one building must be funded from the annual budget or from the Contingency Reserve Account.

2. Building Painting Reserve: Funds in the building painting reserve account are to be used only for the complete re-painting of a building or the complete re-painting of all of the buildings. Any other painting expenditures such as repairs, cleaning, patches, partial re-painting of a building or partial re-painting of more than one building, shall be funded from the annual budget or from the Contingency Reserve Account

3. Paving Resurfacing Reserve: Funds in the paving resurfacing account shall be used only for the complete repaving of the streets and parking areas and for related expenses which were considered in the calculation of the reserve. Expenses for re-stripping of the parking lanes and curbs may be paid from the paving resurfacing reserve only when that expense is incurred in conjunction with a complete repaving funded from this reserve. Any other paving expenditure such as a pot hole repair, partial re-stripping of a parking area or curb, and done other than as a part of a total repaving shall be funded from the general operating account.

4. Interest accruing to the above-stated reserve accounts shall be proportionately allocated among these reserve accounts.

5. Contingency Reserve Account: The annual budget may include a contingency reserve account which may be used to address unexpected building repairs, other unexpected expenses relating to the maintenance or repair of the common elements and other valid common expenses of the condominium association.

6. Insurance Reserve: The annual budget may include an insurance reserve. Insurance reserves shall be used only for the payment of insurance premiums that exceed the budgeted amount for that insurance.

CODING: The full text to be amended is stated: New words to be inserted are double-underlined.

VILLAGE WOODS CONDOMINIUM
ASSOCIATION, INC.

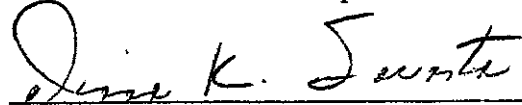
By: *Norma H Greble*
NORMA GREBLE, President

Attest:

Lee Webster
LEE WEBSTER, Secretary

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 30 day of April, 2007, by NORMA GREBLE, President and LEE WEBSTER, Secretary, of Village Woods Condominium Association, Inc., who are personally known to me, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to Bylaws for Village Woods Condominium Association, Inc. and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation.



Notary Public/State of Florida at Large

425831.01



Diana K. Savasta
My Commission DD217932
Expires August 19, 2007

SCHEDULE OF AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM
OF THE
VILLAGE WOODS CONDOMINIUM ASSOCIATION, INC.

(Substantial change to Section: See Article XVIII for present text.)

ARTICLE XVIII
AGE LIMITATION ON PERMANENT RESIDENTS

Provision of Housing for older persons. After the effective date of this amendment, at least one person fifty-five (55) years of age or older must be an occupant of each unit while any person occupies said unit. Persons under the age of fifty-five (55) and more than sixteen (16) years of age may occupy and reside in a unit as long as at least one of the occupants is fifty-five (55) years of age or older. Notwithstanding the language contained above, no person under the age of sixteen (16) can be a permanent resident. "Permanent" means any person who shall occupy and/or use a unit for thirty (30) or more consecutive calendar days or for forty-five (45) or more non-consecutive calendar days in any three hundred sixty-five (365) day period, which period shall commence with such person's first day of occupancy or use of such unit. The Board of Directors shall have the authority to provide facilities or services specifically designed to meet the requirements of the Fair Housing Amendments Act of 1988. The Board of Directors shall have the power to make hardship exceptions to this provision in the event of death or disability of the owner of a unit, so long as not less than eighty (80%) percent of the units in the Condominium are occupied in accordance with the criteria contained herein. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times and to establish policies in order to comply with the requirements of the Fair Housing Amendments Act of 1988. This provision shall not require a change in occupancy by persons in residence or owners of units prior to the effective date hereof. A corporation may own or lease an Apartment, provided that it has been approved in the same manner that any other prospective purchaser or lessee must be approved under this Declaration and provided further that the use of the Apartment shall be in conformance with all use restrictions set forth in this Section and all other terms of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations of the Condominium.