

DECLARATION OF CONDOMINIUM

of

JEFFERSON CLUBTABLE OF CONTENTS

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DECLARATION OF CONDOMINIUM

of

JEFFERSON CLUB

KNOW ALL MEN BY THESE PRESENTS, that JEFFERSON WOODS, a Florida general partnership, hereinafter called Developer, does hereby submit to condominium ownership pursuant to Chapter 718, Florida Statutes, the following described land and improvements thereon in Sarasota County, Florida, to wit:

Lot 27, LORDS ADDITION to the Town of Sarasota, Florida, as recorded in Plat Book A, page 31, Public Records of Sarasota County, Florida. (Also recorded in Plat Book 1, page 194, Public Records of Manatee County, Florida.)

1. THE CONDOMINIUM ACT. Chapter 718, Florida Statutes, is incorporated herein by reference, and all provisions thereof shall apply to this condominium to the extent that said statute is not inconsistent with the provisions contained in this Declaration.

2. NAME. The name by which this condominium shall be known and identified is JEFFERSON CLUB, a condominium.

3. SURVEY AND PLOT PLAN. A survey of said land and plot plan locating the improvements thereon and identifying each condominium unit and the common elements and their relative locations and approximate dimensions are attached hereto as Exhibit "A" and are recorded in Condominium Book 13 at pages 7-7A, Public Records of Sarasota County, Florida. The locations, dimensions, descriptions, identification and numbering or lettering of the respective condominium units shall be described in Exhibit "A" and any subsequent amendments thereto as hereinafter

provided. A unit shall consist of the space defined in Exhibit "A". In the event that the actual physical location of any unit at any time does not precisely coincide with Exhibit "A" and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in Exhibit "A" and subsequent amendments. In the event of a total or substantial destruction of a building, the locations, dimensions and descriptions of the respective units as contained in Exhibit "A" and subsequent amendments will control.

4. OWNERSHIP OF COMMON ELEMENTS AND SHARING COMMON EXPENSES.

The ownership and the undivided shares of the respective condominium units in the common elements and the manner of sharing common expenses and owning common surplus shall be equal among all units; i.e. 1.6667% per unit.

5. COMMON ELEMENTS. Any right, title or interest in a condominium unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the common elements and a right to use the common elements in conjunction with the owners of other condominium units. The common elements shall include but not be limited to the following:

- (a) all of the above described land;
- (b) all improvements and parts thereof which are not included within the boundaries of the respective condominium units;
- (c) any utility areas and installations and all utility services which are available to more than one unit or to the common elements and which are not owned by the respective utility companies, including easements through the units necessary to provide such services;
- (d) all parking areas, driveways, walkways and other means of ingress and egress;

(e) all electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, within the common elements and up to the exterior surface of the unit wall which are not owned by utility companies;

(f) all tangible personal property required for the maintenance and operation of the condominium and for the common use and enjoyment of the unit owners;

(g) all structural beams, posts, and members within a unit and an easement of support in any portion of a unit which contributes to the support of the building;

(h) alterations, additions and further improvements to the common elements; and

(i) any lands owned by the Association and submitted to condominium ownership by an amendment to this Declaration approved and executed as provided herein for amendments generally, pursuant to the provisions of Section 718.110(6), Florida Statutes.

The unit owners in the aggregate shall be entitled to equal and full use and enjoyment of all the common elements except as they may be restricted by the reasonable and uniform regulations duly adopted by the Association board of directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit owners.

6. LIMITED COMMON ELEMENTS. Patios adjacent to units are Limited Common Elements (LCE) the exclusive use of which is limited to the unit to which the patio is immediately adjacent. Until such time as Developer conveys the adjacent unit, Developer reserves the right to alter the shape, size and enclosure of existing patios in its sole discretion. Parking spaces may be assigned by Developer or the condominium association. In the event they are assigned they shall

thereafter be deemed Limited Common Elements to be used exclusively by the owner of the unit assigned. Once assigned, parking spaces may not be reassigned without the written consent of the unit owners affected. The Association shall maintain a record of all assignments of Limited Common Elements and such record shall be conclusive in event of dispute between unit owners. All parking spaces, whether assigned or not, shall be used for the parking of noncommercial vehicles only and shall not be used for the storage of any other vehicles, trailers, boats, apparatus, equipment or thing without the written consent of the board of directors. The area indicated on Exhibit "A" as "Limited Common Area" (LCA) is a lanai area and is designated to be a Limited Common Element the exclusive use of which is limited to the unit to which the lanai is immediately adjacent. Developer or the unit owner may enclose the lanai area with a fence or screen enclosure of the same design, material and color as the model units constructed by Developer. After the lanai area is enclosed it shall be maintained by the unit owner, except that the Association shall be responsible for the painting of the fence or the screening support members. After the lanai area is enclosed the unit owner may improve the ground area with steppingstones, gravel, concrete slab, wood deck or other similar improvements which shall thereafter be maintained by the unit owner.

7. ASSOCIATION. The corporation which will be responsible for the operation of the condominium will be an incorporated association known as JEFFERSON CLUB CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, herein referred to as the Association. All persons owning a vested present interest in the fee simple title to any of the condominium units, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota,

County, shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee simple title terminates. All of the affairs and property of the condominium and of the Association shall be controlled by the officers and board of directors of the Association. A copy of the Articles of Incorporation which has been filed with and certified by the Secretary of State of Florida is attached hereto and marked Exhibit "B". The Bylaws governing the operation of the condominium and of the Association are attached hereto and marked Exhibit "C". The Association shall have all of the rights and powers provided by the Condominium Act, the corporation statutes, the Articles of Incorporation, the Bylaws and this Declaration.

8. VOTING RIGHTS. Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of joint ownership of a condominium unit, the vote to which that unit is entitled shall be apportioned among the owners as their interests may appear, or may be exercised by one of such joint owners by written agreement of the remainder of the joint owners.

9. COMMON EXPENSES. The common expenses shall include:

(a) costs of operation, maintenance, repair and replacement of the common elements and limited common elements;

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

(c) costs of water and sewerage service, electricity and other utilities which are not metered or charged to individual units;

(d) labor, material and supplies used in conjunction with the common elements;

(e) damages to the condominium property in excess of insurance coverage;

(f) salary of a general manager, if deemed desirable by the board of directors, and his assistants and agents;

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

(h) costs and expenses of a unit for the use of a resident manager including mortgage payments, maintenance fees, real estate taxes, insurance, utilities, repairs and maintenance and other associated expenses;

(i) initial cost of installation of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the common elements for the benefit of all the members; provided that any such items as shall exceed \$10,000 in cost shall be approved by majority vote of the unit owners; and

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

10. MAINTENANCE, REPAIR AND REPLACEMENT

A. BY THE ASSOCIATION. The Association shall maintain, repair and replace as part of the common expense, all of the common elements and limited common elements as defined herein. The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or

accessible therefrom, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the common elements or to another unit. Damages caused to a unit or its contents due to known and unknown defects in the common elements, or resulting from casualty loss, or due to water, heat, steam, smoke or other intrusion into the unit from or through the common elements or another unit shall be repaired, replaced or compensated for by the Association as part of the common expense, except to the extent such damage is covered by insurance maintained by the unit owner. The unit owner's insurer shall not have a right of subrogation for such damages against the Association.

B. BY THE UNIT OWNERS. Each unit owner shall maintain, repair and replace everything within the confines of his unit which is not part of the common elements or limited common elements as defined herein, including but not limited to:

(a) paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceiling;

(b) all built-in shelves, cabinets, counters, storage areas, and closets;

(c) any refrigerators, stoves, disposals and other kitchen equipment; all bathroom fixtures, equipment and apparatus;

* (d) all electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only the respective unit; all electric lines between the unit and its individual service panel or meter, and all water and waste lines between the unit and the main distribution lines;

(e) all interior doors, walls, partitions, and room dividers;

(f) all furniture, furnishings and personal property contained within the respective unit;

(g) all exterior doors, windows and screening, which shall be maintained in such a manner as to preserve a uniform appearance to the exterior of the building; and

(h) all heating and air conditioning units serving the condominium unit regardless of whether parts thereof are located outside of the boundaries of the unit, and in any instance where a portion of the heating or air conditioning system serves more than one unit, the cost of operation, maintenance and repair shall be divided equally by the units served thereby.

In the event an owner fails to properly maintain and repair his unit, the Association, at the discretion of the board of directors, may make such repairs as the board may deem necessary and the cost thereof shall be assessed against such defaulting unit owner. The Association shall have a lien against a unit for the cost of any repairs it shall make thereto, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the rate of 10% per annum and reasonable attorneys' fee incurred by the Association in the collection thereof.

Upon a vote of two-thirds of the voting rights of the unit owners, the Association may assume the responsibility for the maintenance, repair and replacement of any items which would otherwise be the responsibility of the unit owners hereunder.

11. INSURANCE, DESTRUCTION AND RECONSTRUCTION. As agent for and in behalf of the unit owners and their respective mortgagees, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire condominium, including the common elements and the respective units and personal property of the Association, for the full replacement or insurable value thereof. The premium for such insurance shall be paid by the Association and shall be included in the assessment for common expenses.

The Association board of directors shall have full authority as agents for the insureds to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association and the institutional first mortgagees shall be furnished mortgagee endorsements covering their respective interests. Each unit owner shall be responsible for insuring his own personal property within his unit and any improvements made by him within his unit which are not covered by the Association policy.

In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association treasurer and used for the immediate repair and reconstruction of the damaged improvements under the supervision of the Association board of directors. In the event the proceeds are not sufficient to pay the cost of reconstruction, the Association shall supply sufficient additional funds as a part of the common expenses of the Association. The insurance carrier shall not have a right of subrogation against a unit owner, but if it is determined that the damage was proximately caused by the negligence of the unit owner, such unit owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds and the Association shall have a lien for such amount, plus interest at the rate of 10% per annum from the date of such assessments, and reasonable attorneys' fees, to the same extent that it has a lien for any unpaid assessments under the Condominium Act.

In the event of a total or substantial destruction of all of the condominium improvements, the improvements shall be restored as above provided unless the owners of two-thirds (2/3) of the voting rights of the unit owners vote to terminate this condominium. In the event the condominium is

to be terminated, then all owners of units will immediately convey all their right, title and interest to their respective units to a bank trustee selected by the board of directors, to be held by such trustee in trust. The recording of each such conveyance to trustee in the Public Records of Sarasota County will have the immediate effect of releasing all liens upon the respective unit and shall cause their instantaneous transfer to that unit owner's share of the common surplus to be subsequently distributed by trustee as provided herein. Said trustee shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the units in this condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale to sell the condominium property, by whatever means the Association board of directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. After conveyance of said property to the purchaser free and clear of all liens and encumbrances, and after payment of reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, trustee shall apportion the remaining funds in its hands among the units in accordance with the respective values of the units immediately prior to such destruction as determined by three experienced real estate appraisers selected by the board of directors. Trustee shall distribute each unit's share of said funds jointly to the record title owners of each unit and the record owners of any mortgages or other liens encumbering such unit at the time of the recording of its conveyance to the trustee by the unit owner. All mortgages and other liens upon the respective units shall be fully released and discharged as provided herein even though the share of a particular unit in said funds is insufficient to pay all liens in full; in such event the lienholders who had priority against the title to

the unit shall have priority of payment of the unit's share of the common surplus. Nothing herein provided shall in any way relieve the unit owner of his personal liability for any deficiency which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustee. Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage or perfection of their liens. The provisions of this paragraph may be enforced by injunction, suit for specific performance or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

12. LIABILITY INSURANCE. The Association shall obtain and maintain public liability insurance covering all of the common elements and insuring the Association and the unit owners as their interests may appear in such amount as the board of directors may deem appropriate. The premiums for such insurance coverage shall be a part of the common expenses. The board of directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The unit owners shall have no personal liability upon any such claims and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular unit, as he may deem appropriate.

13. RESTRICTIONS UPON USE. No owner, tenant or other occupant of a condominium unit shall:

- (a) use the unit for other than single family residence purposes;

(b) paint or otherwise change the appearance of any exterior wall, door, window, patio or any exterior surface; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the board; plant any planting outside of a unit except in the adjacent patio; erect any exterior lights or signs; place any signs or symbols in windows or in the common elements; erect or attach any structures or fixtures within the common elements; nor any of the foregoing without the prior written consent of the board;

(c) make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements; fasten light fixtures, shelving, pictures, mirrors, objets d'art, curtain rods and similar household items to the walls or ceiling of a unit unless they may be removed without substantial damage to the wall or ceiling structure; nor any of the foregoing without the prior written consent of the board;

(d) permit loud and objectionable noises or obnoxious odors to emanate from the unit nor play any organ or electronically amplified musical instruments or devices which may cause a nuisance to the occupants of other units in the sole opinion of the board;

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

(f) fail to conform to and abide by the Bylaws and the uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the board of directors, or fail to

allow the board of directors or its designated agent to enter the unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the Bylaws and regulations of the Association;

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

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

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

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

(k) obstruct the common way of ingress or egress to the other units or the common elements;

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

(m) allow anything to remain in the common areas of travel which would be unsightly or hazardous;

(n) allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each unit and the common elements shall at all times be kept in a clean and sanitary condition.

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

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

(q) discharge saline or other regenerating solution from water softening equipment into any street, easement or common area so as to harmfully affect any lawn or plants;

(r) lease less than an entire unit and shall not lease an entire unit for a period of less than three months so that the quality of this condominium shall be maintained and so that it will not become a lodging facility for transients; or

^{NO} (s) allow any animals to be kept in the unit other than one cat or one small dog weighing not more than 25 pounds, as defined by the rules and regulations of the board of directors of the Association, and birds and fish; provided that, in the event any become a nuisance to the other unit owners in the sole opinion of the board of directors, such animals shall be removed from the unit immediately; or allow any authorized pets to use the common areas except when on a leash accompanied by its owner and then only so long as the pet does not make a mess or otherwise disturb the common areas.

14. SALE, TRANSFER, LEASE OR OCCUPATION OF UNIT. In recognition of the close proximity of the units and the compact living conditions which will exist in this condominium, the mutual utilization and sharing of the common elements and common recreational facilities, and the compatibility and congeniality which must exist between the unit owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the board of directors of the Association, or its duly authorized officers, agent or committee, to approve in writing all sales, transfers, leases or occupation of a unit before such sale, transfer, lease or occupation shall be valid and effective. Written application for such approval shall contain such information as may be

required by application forms promulgated by the board and shall be accompanied by a transfer fee as required by regulation of the board. When considering such application, consideration shall be given to good moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser, transferee, lessee or occupant. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance. A lessee shall not assign his lease or sublet his condominium unit without the prior written approval of the board of directors or its duly authorized officers or committee.

In the event a lease, sublease, or occupation of a unit is disapproved, the unit shall not be leased, subleased or so occupied. In the event a sale or transfer is disapproved or no action is taken by the board or its duly authorized officers, agent or committee within 15 days after receipt of said application, and the unit owner intends to close in spite of such disapproval or inaction, the unit owner shall give the board an additional 30 days written notice of such intent prior to closing. In such event, the Association or any other unit owner shall have a right of first refusal to purchase said unit for the identical price, terms and conditions, which right shall be exercised in writing delivered to the proposed seller or mailed to his address as shown on the Association records. In the event the Association is of the opinion that the price is not a bona fide sales price, then the sales price for purposes of the right of first refusal shall be the fair market value of the unit determined by the average of the values assigned by the written appraisals of three recognized real estate appraisers, one of whom shall be selected by the Association, one by the proposed seller and the third by the first two appraisers.

The cost of such appraisals shall be divided between the Association and the proposed seller. If such right of first refusal is exercised by more than one, priority shall be given to the one who delivers in person or has his acceptance postmarked first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three days before the proposed closing date or within 10 days after the sales price is determined by appraisal, whichever is later, the transfer may be closed pursuant to the price and terms stated in the notice. Failure of a transferor to comply with these provisions for sale or transfer shall give the Association or any other unit owner a right to redeem the unit involved from the transferee at any time before the closing of such transfer and for a period of six months after the recording of such conveyance in the Public Records of said county, or 60 days after the board of directors is given formal written notice of such transfer, whichever period is shorter. The only condition to the exercise of such right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to that date. Immediately upon the tender of such sums the transferee shall convey all his right, title and interest to the one making the redemption. In addition to all other available remedies, the right of redemption may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Association or any unit owner to enforce the provisions of this paragraph against a unit owner or transferee who fails to comply therewith, the party bringing such proceedings shall be entitled to his costs and reasonable attorneys' fees as determined by the Court, including appellate proceedings, if such party prevails.

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

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

require each unit owner to maintain a minimum balance on deposit with the Association (not to exceed one-fourth of the current annual assessment) for working capital and to cover contingent expenses from time to time.

16. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. Notwithstanding any provisions of this Declaration, the written consent of all savings and loan associations, banks, and insurance companies or their subsidiaries or affiliates holding first mortgages upon any of the condominium units (herein sometimes referred to as "institutional first mortgagees") shall be first obtained prior to any amendments to this Declaration, the Articles of Incorporation, or the Bylaws; prior to the termination of the condominium; prior to the partition or subdivision of any unit; or prior to the abandonment, partition, subdivision, encumbrance, sale or transfer of the common elements. Such institutional first mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours and, upon written request to the Association, shall be furnished written notification by the Association of any default by the mortgagor of a unit in the performance of such mortgagor's obligations under this Declaration or the Bylaws which are not cured within 30 days. Such institutional first mortgagees who obtain title to a unit through mortgage foreclosure or acceptance of deed in lieu of foreclosure shall not be liable for the share of common expenses assessed to such unit prior to the acquisition of such title, unless such share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage. Such mortgagee shall pay all common expenses assessed to such unit which shall come due during the period the unit is owned by the mortgagee, however.

17. RIGHTS OF DEVELOPER. Developer hereby reserves unto itself, its successors and assigns, the right to manage all of the affairs of the condominium and all decisions of the Association and the exclusive right to elect directors of the Association in accordance with the provisions of Article XII of the Articles of Incorporation attached as Exhibit "B". Developer may terminate such rights by relinquishing control of the Association to the unit owners at any time prior to the time provided in the Articles of Incorporation. During said period, the Developer shall have the sole and exclusive right to take all actions and do all things in behalf of the Association. During such period, Developer shall not be required to assess or create any reserves. Pursuant to Section 718.116(8)(a), Florida Statutes, Developer is excused from the payment of assessments against the units owned by it until the first day of the fourth calendar month following the month in which the closing of the sale of the first unit occurs. In such event, Developer shall pay the portion of the common expenses incurred during that period which exceed the amount assessed against other unit owners.

Until all units are sold, Developer expressly reserves the necessary rights and easements to the buildings and improvements on the condominium property generally to remodel and refurbish the units and common elements and to effect the sale or lease of all of the condominium units. Until all units are sold, Developer shall have the right to use and maintain one or more units as an office and one or more units as a model apartment for display to prospective purchasers, and may exhibit such signs and sales paraphernalia within the common elements and within any units owned by Developer as may be desirable to effect such sales or leases.

18. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance with and fulfillment of the provisions of the Condominium Act, this Declaration, Articles of Incorporation, Bylaws and the regulations and rules promulgated by the Association or its board of directors, shall entitle the Association or individual unit owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the Court, including appellate proceedings. In the event the occupant of any unit shall refuse to comply with the regulations and rules, such occupant may be denied use of the recreation facilities of the condominium by the manager or the board until such default is corrected. During any period of default by a unit owner in the payment of any assessments against the unit, the Association may discontinue the supply of any utility services to such unit which are paid by the Association as part of the common expenses. Upon the correction of such default, the utility services shall be immediately restored and the expense of such discontinuance and restoration shall be assessed to the defaulting unit owner.

19. AMENDMENTS. This Declaration may be amended at any time by affirmative vote of two-thirds (2/3) of all voting rights of all unit owners except that provisions relating to percentage of ownership and sharing of common expenses, rights of Developer, termination of the condominium, and the voting rights of members may be amended only with the written consent of all persons adversely affected thereby. The Articles of Incorporation and Bylaws may be amended by a

simple majority vote of all voting rights of all members of the Association and to that extent this Declaration may be amended without two-thirds (2/3) vote. No amendment shall be effective unless it be in writing, executed by the president or vice president and attested by the secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County. It shall not be necessary for the individual unit owners or holders of recorded liens thereon (except institutional first mortgage holders as herein provided) to join in the execution of any amendment, and the execution of any amendment by the president or vice president and attested by the secretary of the Association as provided herein shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration, the Articles of Incorporation and the Bylaws. Until such time as Developer shall have conveyed title to all units, no amendments to the Declaration of Condominium or Bylaws shall be effective without its written consent. By acceptance of a deed to a condominium unit, the grantee agrees for himself, his heirs, successors and assigns, and the holders of any mortgages, liens or other interests in or to any unit, that Developer shall have the right and irrevocable power to amend this Declaration and the exhibits recorded herewith as may be necessary or desirable from time to time prior to the conveyance of all units by Developer to (a) identify, locate and dimension any improvements which are not completed at the date of this Declaration, (b) to correct any errors or omissions in the Declaration or any exhibits hereto; (c) to make the documents comply with the requirements of any statutory provisions or any state or federal rules or regulations; or (d) to gain

acceptance or approval of any institutional mortgage lender or title insurer. Such amendments shall be executed by the Developer with written consent of all institutional first mortgagees, and the joinder or further consent of individual unit owners or holders of recorded liens or other interests therein or thereon shall not be required. Such amendments shall take effect immediately upon recordation in the Public Records of Sarasota County.

20. TERMINATION. The above described property may be removed from the provisions of this Declaration at any time by a vote of eighty percent (80%) of the voting rights of all unit owners and unanimous written consent of all of the institutional first mortgage holders, by an instrument to that effect signed by the president or vice-president and secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Sarasota County. In the event the condominium is to be terminated, the rights of owners of mortgages or other liens and the procedure for liquidation of the condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the banking trustee selected by the board of directors of the Association.

21. EASEMENTS. Each unit owner shall have a non-exclusive perpetual easement for ingress and egress to and from his respective unit through the common elements and a perpetual easement for encroachments which may exist now or in the future by inaccuracies in construction, settlement or movement of the buildings, which encroachments shall be allowed to remain undisturbed until they no longer exist.

22. BINDING EFFECT. All provisions of the Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and

effect until a particular provision is duly amended or until the Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

23. SEVERABILITY. If any provisions of this Declaration, the Articles of Incorporation, or the Bylaws or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned has signed and sealed this Declaration the 29th day of August, 1979.

Signed, sealed and delivered in the presence of:

JEFFERSON WOODS

Dicky Clayton
Gay H. White

By: E. D. Marchant
As its: Managing Partner

STATE OF FLORIDA
COUNTY OF SARASOTA:

The foregoing instrument was acknowledged before me this 29th day of August, 1979, by E. D. MARCHANT as Managing Partner of JEFFERSON WOODS, a Florida general partnership, on behalf of the partnership.

Gay H. White
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 9, 1982

JOINDER OF ASSOCIATION

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

IN WITNESS WHEREOF, the undersigned has caused this joinder to be executed in its name by its duly authorized officers and caused its corporate seal to be hereunto affixed this 29th day of August, 1979.

Signed, sealed and delivered in the presence of:

JEFFERSON CLUB CONDOMINIUM ASSOCIATION, INC.

Rocky Clifton
Gay H. White

By: ~~Consistent Pres.~~
As its: President
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF SARASOTA:

The foregoing instrument was acknowledged before me this 29th day of August, 1979, by

E. D. Marchant as President of

JEFFERSON CLUB CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, on behalf of the corporation.

Gay H. White
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 9, 1982

CONSENT OF MORTGAGEE

The undersigned owner and holder of a mortgage lien upon the premises described in the attached Declaration of Condominium of Jefferson Club hereby consents to the submission of said lands to condominium ownership in accordance with the terms and provisions of the attached Declaration of Condominium.

Witnesses:

UNITED FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

Barbara S. Brown
Joyce L. Bolin

By: Lucian G. Harty
As its: Senior Vice President

STATE OF FLORIDA

COUNTY OF SARASOTA:

The foregoing instrument was acknowledged before me this 29 day of August, 1979, by Lucian G. Harty as Senior Vice President of UNITED FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, on behalf of the corporation.

Joyce L. Bolin
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 22 1983
BONDED \$1000 GENERAL INS. UNDERWRITER

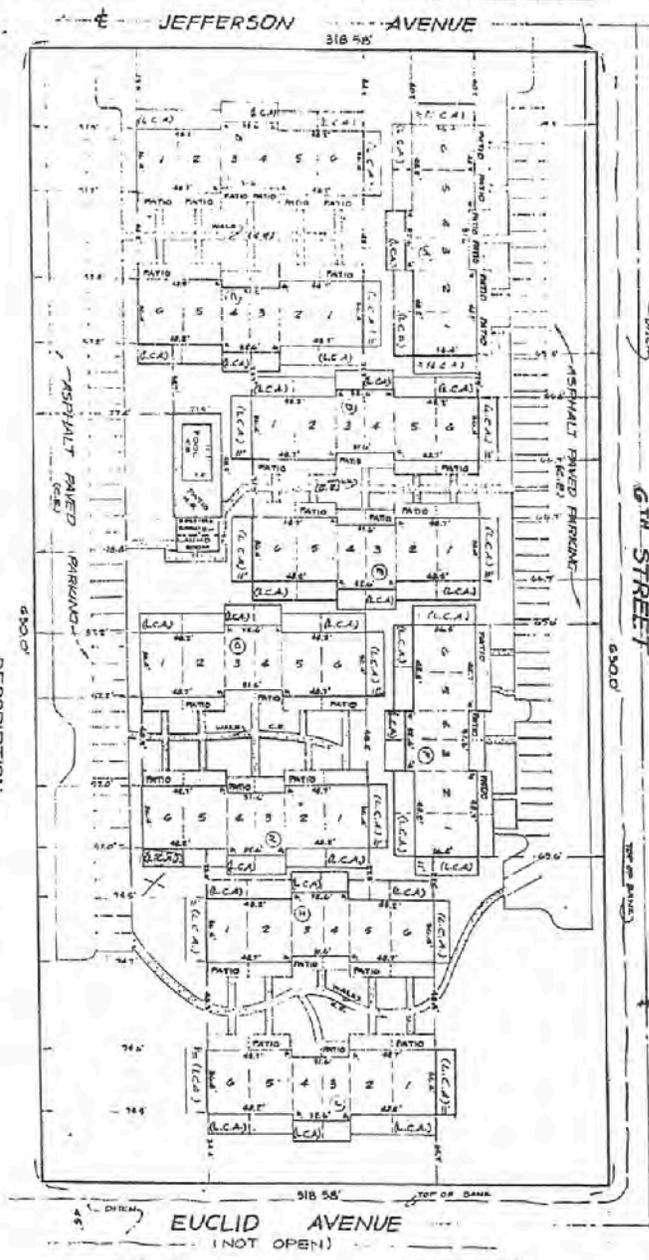
PLAT 1325 OF 1986

THE JEFFERSON CLUB A CONDOMINIUM

CONDOMINIUM BOOK — PAGE —

SHEET 1 OF 2

EXHIBIT 'A'



DESCRIPTION

LOT 67, LOTS ADDITION TO THE TOWN OF SARASOTA, FLORIDA AS RECORDED IN PLAT BOOK A, PAGE 31, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, (ALSO RECORDED IN PLAT BOOK 1, PAGE 194, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.)

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF SARASOTA

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE OF THE PROPERTY DESCRIBED AND SHOWN HEREON, AND THAT THIS PLAN IS AN ACCURATE REPRESENTATION OF THE LAND, AND THAT CONSTRUCTION OF THE IMPROVEMENTS IS SUBSTANTIALLY COMPLETE, AND THAT TOGETHER WITH THE PROVISIONS OF DECLARATION DESCRIBING CONDOMINIUM PROPERTY RELATING TO MATTERS OF SUBDIVISION, THIS PLAN IS AN ACCURATE REPRESENTATION OF THE LOCATION AND THE DIMENSIONS OF THE IMPROVEMENTS, AND THAT IT CAN BE DETERMINED THEREFROM, THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT.

DATE OF SURVEY: SEPTEMBER 14, 1986.

DAVID H. BELLING, P.L.S.
FLORIDA CERTIFICATE # 1842

WILLIAM HEBB & ASSOCIATES
PROFESSIONAL ENGINEERS, P.L.L.C.
777 S. PALM BLVD.
SARASOTA, FLORIDA 34237

PLAT 1325 OF 1986

THE DECLARATION OF CONDOMINIUM OF JEFFERSON CLUB IS RECORDED IN OFFICIAL RECORDS BOOK _____ AT PAGE _____, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

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

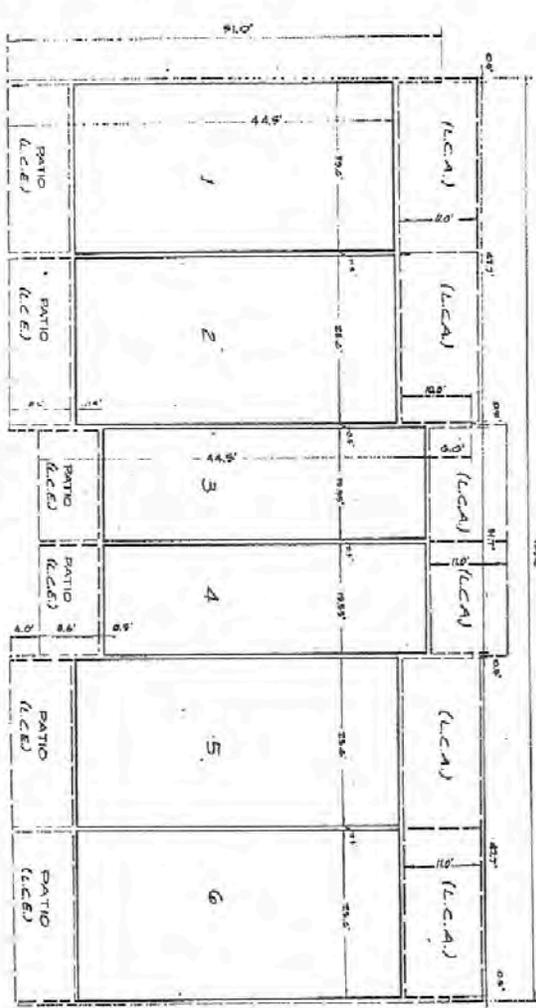
1325 & 1867

THE JEFFERSON CLUB

A CONDOMINIUM

CONDOMINIUM BOOK — PAGE —

SHEET 2 OF 2

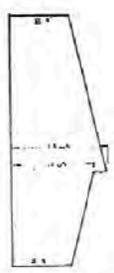


TYPICAL FLOOR PLAN
SCALE: 1/8" = 1'-0"

NOTE: DIMENSIONS BASED ON CITY DATA

UNIT #	FLOOR SCHEDULE	FLOOR PL.	GRAND EL.
1	1 TRAVEL	31.25	44.85
2	1 TRAVEL	31.0	44.70
3	1 TRAVEL	31.11	44.71
4	1 TRAVEL	30.75	43.70
5	1 TRAVEL	30.74	43.70
6	1 TRAVEL	29.07	42.07
7	1 TRAVEL	29.06	42.06
8	1 TRAVEL	28.87	42.47
9	1 TRAVEL	28.07	42.07

DEFINITION OF A UNIT:
OWNER OF UNIT SHALL EXTEND FROM THE HORIZONTAL PLANE OF THE UNFINISHED FLOOR, TO THE PLANE OF THE UNFINISHED CEILING, AND FROM THE VERTICAL PLANE OF THE UTTEREST SIDEWALL ON THE COMMON SIDEWALLS TO THE UTTEREST VERTICAL PLANE OF THE UTTEREST SIDEWALL ON THE OTHER SIDE OF THE UTTEREST VERTICAL PLANE OF THE UTTEREST SIDEWALL. THE BOUNDARIES OF THE UNIT ARE SHOWN ON THIS PLAN. WHERE THE ACTUAL LOCATIONS ARE CONFLICTED, AND AS MAY BESET FROM TIME TO TIME SHALL GOVERN.



TYPICAL SECTION SKINNING
GUTTER SIDE
CEILING

WILLIAM HERB E ASSOCIATES
PROFESSIONAL ENGINEERS
777 S PALM AVE
SUITE 202, PALM BEACH, FL 33480

1325 & 1867

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

REC-1325 PG 1868

State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the attached is a true and correct copy of the Articles of Incorporation of JEFFERSON WOODS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on November 15, 1978, as shown by the records of this office.

The charter number for this corporation is 744948.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 15th day of November, 1978.

Janet M. ...
SECRETARY OF STATE



CER 101
7-21-78

REC-1325 PG 1868

RE-15 P 3-24-1933
COUNTY OF SARASOTA, FLORIDA

ARTICLES OF INCORPORATION

of

JEFFERSON WOODS CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation not for profit under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

ARTICLE I.

NAME OF CORPORATION

The name of this corporation shall be Jefferson Woods Condominium Association, Inc., hereinafter referred to as the Association.

ARTICLE II.

GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the condominium known as Jefferson Woods located in the County of Sarasota, Florida, and to perform all acts provided in the Declaration of Condominium of said Condominium and the Condominium Act, Chapter 718, Florida Statutes.

ARTICLE III.

POWERS

The Association shall have all of the condominium law and statutory powers of a corporation not for profit and all of the powers and duties set forth in said condominium act and the Declaration of Condominium of Jefferson Woods, as amended from time to time, except as may be limited or otherwise provided by these Articles. The Association may

enter into lease agreements and may acquire and enter into agreements acquiring leaseholds, memberships and other possessory or use interests for terms up to and including 99 years, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members; including but not limited to lease of recreation areas and facilities.

ARTICLE IV.

MEMBERS

All persons owning a vested present interest in the fee title to any of the condominium units of Jefferson Woods as evidenced by a duly recorded proper instrument in the public records of Sarasota County, Florida, shall be members. Membership shall terminate automatically and immediately as a member's vested interest in the fee title terminates, except that upon termination of the entire condominium project, the membership shall consist of those who were members at the time of each conveyance of the respective units to the trustee as provided in said Declaration of Condominium. In the event a unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity shall exercise its membership rights.

After the Association approves of a conveyance of a condominium unit as provided in said Declaration of Condominium, the change of membership in the Association shall be evidenced in the Association records by delivery to the Secretary of a certified copy of the deed or other instrument of conveyance.

Prior to the recording of said Declaration of Condominium in the public records of said county, the subscribers hereto shall remain the members of the Association and shall each be entitled to one vote.

ARTICLE V.

VOTING RIGHTS

Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of a joint ownership of a condominium unit, the vote to which that unit is entitled shall be apportioned among the owners as their interest may appear, or may be exercised by one of such joint owners by written agreement of the remainder of the joint owners.

ARTICLE VI.

INCOME DISTRIBUTION

No part of the income of this corporation shall be distributable to its members, except as compensation for services rendered.

ARTICLE VII.

EXISTENCE

This Corporation shall exist perpetually unless dissolved according to law.

ARTICLE VIII.

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the corporation shall be at 500 North Jefferson Avenue, Sarasota, Florida, and the registered agent at such address shall be Jeanne Young.

ARTICLE IX.

NUMBER OF DIRECTORS

The business of the corporation shall be conducted by a board of directors which shall consist of not less than three (3) persons, as shall be designated by the bylaws.

ARTICLE X.

FIRST BOARD OF DIRECTORS AND OFFICERS

The names and post office addresses of the members of the first Board of Directors and officers, all of whom shall

hold office until their successors are duly elected and qualified, are as follows:

<u>Name</u>	<u>Address</u>
E. D. Marchant - President & Director	120 Adelaide Street, West Toronto, Ontario M5H 1T1
J. A. Phinn - Vice President & Director	120 Adelaide Street, West Toronto, Ontario M5H 1T1
J. G. Gibbins - Secretary/Treasurer & Director	120 Adelaide Street, West Toronto, Ontario M5H 1T1

ARTICLE XI.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors shall be indemnified by the Association against all expenses and liabilities including counsel fees (including appellate proceedings) reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers and directors or arising out of their status as such.

ARTICLE XII.

RIGHTS OF DEVELOPER

Marvest, Inc., a Florida corporation, which is the developer of Jefferson Woods condominium, shall have full right and authority to manage the affairs and exclusive right to elect the directors of the Association (who need not be unit owners) until the following shall occur:

- A. When fifteen percent (15%) or more of the units that will be operated ultimately by the Association are conveyed to owners other than Developer, such unit owners shall be entitled to elect not less than one-third (1/3) of the board of directors.

B. Within three (3) years after fifty percent (50%) or within three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association are conveyed to owners other than Developer, such unit owners shall be entitled to elect a majority of the board of directors.

C. Developer shall be entitled to elect at least one (1) member of the board of directors as long as Developer holds at least 5% of the units in Jefferson Woods for sale in the ordinary course of business. During the period Developer is in control of the Association, the directors shall exercise all rights which would otherwise be exercisable by the members.

ARTICLE XIII.

BYLAWS

The first bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded by majority vote of the voting rights of the members.

ARTICLE XIV.

SUBSCRIBERS

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

- | | |
|-------------------|---|
| E. D. Marchant | - 120 Adelaide Street, West
Toronto, Ontario
Canada M5H 1T1 |
| Gay H. White | - 1550 Ringling Boulevard
Sarasota, Florida 33578 |
| William E. Getzen | - 1550 Ringling Boulevard
Sarasota, Florida 33578 |

ARTICLE XV.

AMENDMENTS

The corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by a simple majority vote of all voting rights of all members of the corporation and all rights.

conferred upon the members herein are granted subject to this reservation.

IN WITNESS WHEREOF, we, the undersigned subscribers to these Articles of Incorporation, have hereunto set our hands and seals this 2nd day of NOVEMBER, 1978.

E. D. Marchant (SEAL)

Gay H. White (SEAL)

William E. Getzen (SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA:

I HEREBY CERTIFY that on this 1st day of December, 1978, before me, an officer duly authorized and acting, personally appeared E. D. MARCHANT, GAY H. WHITE, and WILLIAM E. GETZEN, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged then and there before me that they executed said instrument.

WITNESS MY HAND AND OFFICIAL SEAL at Sarasota, Florida, in the County and State aforesaid this the day and year last above written.

Charles A. Depp
Notary Public

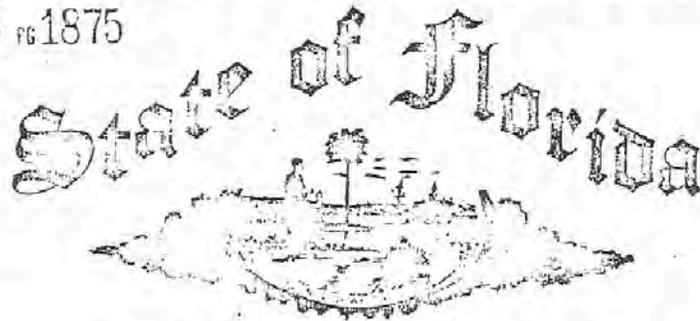
My Commission Expires: May 3, 1982

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the designation as registered agent of the foregoing corporation.

Jeanne Young
Jeanne Young

OFF. 1325 PG 1875



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of JEFFERSON WOODS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, changing its name to JEFFERSON CLUB CONDOMINIUM ASSOCIATION, INC., filed on August 13, 1979, as shown by the records of this office.

The charter number of this corporation is 744948.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 14th day of August, 1979.



OFF. 1325 PG 1875

LeRoy
Secretary of State

CER 101
12-78

FLORIDA — STATE OF THE ARTS

FILED

AUG 13 2 38 PM '79

AMENDMENT
to
ARTICLES OF INCORPORATION
OF
JEFFERSON WOODS CONDOMINIUM ASSOCIATION, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We, the undersigned, being all of the incorporators and all of the members of Jefferson Woods Condominium Association, Inc., hereby amend the articles of incorporation as follows:

1. NAME OF CORPORATION. The name of the corporation is amended to read "Jefferson Club Condominium Association, Inc."
2. NAME OF CONDOMINIUM. The name of the condominium which will be operated and managed by the Association is "Jefferson Club" and all references in the articles of incorporation to "Jefferson Woods" are hereby amended to read "Jefferson Club".
3. NAME OF DEVELOPER. The name of the developer in Article XII is amended by substituting "Jefferson Woods, a Florida general partnership" in place of "Marvest, Inc., a Florida corporation".

IN WITNESS WHEREOF, the undersigned have hereunto set our hands and seals this 20 day of July, 1979.

E. D. Marchant
E. D. Marchant

Gay H. White
Gay H. White

William E. Getzen
William E. Getzen

STATE OF FLORIDA)
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this 20 day of July, 1979, before me, an officer duly authorized and acting, personally appeared E. D. MARCHANT, GAY H. WHITE, and WILLIAM E. GETZEN, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged then and there before me that they executed said instrument.

WITNESS MY HAND AND OFFICIAL SEAL at Sarasota, Florida, in the County and State aforesaid this the day and year last above written.

Doris S. Peyrazat
Notary Public

My Commission Expires:

Doris S. Peyrazat
Notary Public, State of Florida at Large
My Commission Expires January 12, 1981
Bonded by St. Paul Fire and Marine Ins. Co.

B Y L A W S

of

JEFFERSON CLUB CONDOMINIUM ASSOCIATION, INC.

A non-profit corporation
existing under the laws
of the State of Florida

I. PRINCIPAL OFFICE

The principal office of the Association shall be located at Jefferson Club, 500 North Jefferson Avenue, Sarasota, Florida. The address of the principal office may be changed at the discretion of the Board of Directors.

II. MEMBERSHIP

1. MEMBERS. All persons owning a vested present interest in the fee title to any of the condominium units in Jefferson Club condominium existing pursuant to Chapter 718, Florida Statutes, which interest is evidenced by a duly recorded proper instrument in the public records of Sarasota County, Florida, shall automatically be members of this Association and their respective membership shall automatically terminate as their vested interest in the fee title terminates. Such membership may be evidenced by the issuance of a membership certificate which shall be deemed automatically cancelled when the membership it evidences is terminated as provided herein.

2. VOTING RIGHT. Each condominium unit shall have the voting rights provided in the Declaration of Condominium and any such vote may be cast in person or by mail or by proxy executed in writing and filed with the secretary. In the event of a joint ownership of a condominium unit by more than one person the vote to which the unit is entitled shall be apportioned among the owners as their interest may appear, or may be exercised by one of such joint owners by written agreement of the remainder of such joint owners.

3. ANNUAL MEETING. An annual meeting of the members shall be held at the principal office of the Association or at such other place within said County as may be designated by the president, at 8:00 p.m. on the first Wednesday in the month of October for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

4. SPECIAL MEETINGS. Special meetings may be called by the president or by the board of directors, or by a written request of a majority of the voting rights of the members, for any purpose and at any time within Sarasota County. Notice of special meetings shall be mailed by regular or air mail or delivered by the secretary at least fourteen days before such meeting to each member at his address as shown in the Association records, which notice shall state the purpose of such meeting. Members may waive such notice and may act by written agreement without meetings.

5. QUORUM. A majority of the voting rights represented in person, by mail, ballot or vote, or by proxy, shall constitute a quorum, and if a quorum is not present, a majority of the voting rights present may adjourn the meeting from time to time. A member shall be deemed present for purposes of a quorum with respect to any question or election upon which his written and signed vote shall have been received by the secretary. A simple majority of all voting rights present in person or proxy shall decide any question brought before the meeting, except when otherwise required by the condominium act, Declaration of Condominium, Articles of Incorporation or these bylaws.

III. BOARD OF DIRECTORS

1. POWERS. The board of directors shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties and responsibilities as

provided in the Declaration of Condominium, Articles of Incorporation and the condominium act.

2. NUMBER. The number of directors shall be designated by resolution of the membership from time to time but shall in no event be less than three directors. Each shall be a member of the Association or a person exercising the rights of an owner who is not a natural person. All directors shall act without compensation unless otherwise provided by resolution of the membership. Each director shall hold office for two years and shall be elected in such manner at the annual meetings so that the number of directors serving on the board from time to time shall have their terms of office evenly divided so far as possible so that half of their terms shall expire at the time of each annual meeting of members.

3. REGULAR MEETINGS. A regular meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of the membership. Additional regular meetings may be held as provided by resolution of the board.

4. SPECIAL MEETINGS. Special meetings of the board may be called by the president or a majority of the directors for any purpose and at any time or place. Notice thereof stating the purpose shall be mailed by regular or air mail or delivered to each director at his address shown in the Association records at least five days before such meeting, unless such notice is waived by any director or directors. Notices of all meetings of the directors, except the annual meeting and emergency meetings shall be posted conspicuously on the condominium property at least forty-eight hours in advance of the meeting. All meetings of the board shall be open to all members.

5. QUORUM. A majority of directors shall constitute a quorum. If a quorum is not present, a majority of those

present may adjourn the meeting from time to time. A director shall be deemed present for the purposes of a quorum with respect to any question or election upon which his written and signed vote shall have been received by the secretary. The vote of a majority of directors present shall decide any matter before the board, except as may be otherwise required in the Articles of Incorporation, these bylaws or the Declaration of Condominium.

6. REMOVAL. Any director may be removed by a majority vote of the membership at a special meeting called for that purpose and the vacancy created thereby shall be filled by the election of a new director at the same meeting.

7. LIABILITY AND INDEMNIFICATION. Directors shall not be liable to the members for any mistake of judgment and shall only be liable for their own individual willful misconduct or bad faith. The members shall indemnify and hold harmless each director against all contractual liability to others arising out of contracts made on behalf of the Association unless such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these bylaws. Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

IV. OFFICERS

1. NUMBER. The officers shall be a president, a vice-president, a secretary and a treasurer, each of whom shall be elected by the board of directors. Such assistant officers as may be deemed necessary may be elected by the board of directors. The president and secretary may not be the same person. Officers must be members of the Association or a person exercising the membership rights of a unit owner which is not a natural person. The president must be a member of the board of directors. All officers shall act

without compensation unless otherwise provided by resolution of the membership.

2. ELECTION AND TERM. Each officer shall be elected annually by the board of directors at the first meeting of Directors following the annual meeting of members and shall hold office until his successor shall have been elected and duly qualified, unless sooner removed by the board of directors.

3. PRESIDENT. The president shall be the principal executive officer of the Association and shall supervise all of the affairs of the Association. He shall preside at all meetings of the members and of directors. He shall sign all documents and instruments in behalf of the Association.

4. VICE-PRESIDENT. In the absence of the president, the vice-president shall perform the duties of the president, and when so acting, shall have all the powers and responsibilities of the president. The vice-president shall, moreover, perform such duties as may be designated by the board of directors.

5. SECRETARY. The secretary shall countersign all documents and instruments in behalf of the Association, record the minutes of meetings of members and directors, and give notices required by these bylaws. He shall have custody and maintain the records of the Association, other than those maintained by the treasurer.

6. TREASURER. The treasurer shall have custody of all funds of the Association, shall deposit the same in such depositories as may be selected as hereinafter provided, shall disburse the same, and shall maintain financial records of the Association which shall be available for inspection by any member during the business hours on any week day. At the discretion of the board of directors, the functions of the treasurer may be delegated to and performed by a financial institution located in Sarasota County; in which event, no bond will be required.

7. FIDELITY BONDS. All officers and directors shall be bonded by a surety company selected by the board in an amount determined by the Board to be sufficient to insure the proper handling of all cash funds and other corporate assets. The cost of such bond shall be paid by the Association.

8. REMOVAL. Any officer may be removed by two-thirds vote of the board of directors called for that purpose and the vacancy thereby created shall be filled by an election by the remaining directors at the same meeting.

V. MANAGER AND EMPLOYEES

The board of directors may employ the services of a manager and other employees and agents as they shall determine appropriate to actively manage, operate, and care for the condominium property, with such powers and duties and at such compensation as the board may deem appropriate and provide by resolution from time to time. Such manager, employees and agents shall serve at the pleasure of the board.

VI. CONTRACTS AND FINANCES

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

2. LOANS. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. The board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.

3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for payment of money, notes, or other evidences of

indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

4. DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the board of directors may select.

5. FISCAL YEAR. The fiscal year of the Association shall begin on the first day of September of each year.

VII. VACANCIES

A vacancy in any office or in the board of directors shall be filled by the board of directors, although less than a quorum remains by reason of such vacancy.

VIII. AMENDMENTS

These bylaws may be altered or repealed by new bylaws adopted by majority vote of the voting rights at the annual meeting or at any special meeting of the members. No modification of or amendment to the bylaws shall be valid unless set forth in or annexed to an amendment to the Declaration of Condominium and duly recorded in the public records of Sarasota County in the manner provided in the Declaration.

IX. REGULATIONS

The board of directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the condominium, and restrictions upon and requirements respecting the use and maintenance of the units and of the common elements of the condominium as may be deemed necessary and appropriate from time to time to assure the enjoyment of all unit owners and to prevent unreasonable interference with the use of the units and the

common elements, as shall not be inconsistent with the condominium act, the Declaration of Condominium, the Articles of Incorporation, and these bylaws. A copy of such regulations shall be furnished to each unit owner and subsequent purchasers of units and shall be posted and remain available in the offices of the Association.

X. SEAL

The board of directors shall provide a corporate seal, circular in form, showing the corporate name, the year and the state of incorporation, and the words "corporation not for profit."

XI. COLLECTION OF ASSESSMENTS

Assessments for the payment of common expenses shall be made and collected in the manner provided in the Declaration of Condominium.

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JEFFERSON CLUB
A CONDOMINIUM
PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into in quadruplicate this _____ DAY OF _____, 19____, by and between JEFFERSON WOODS, a Florida general partnership hereinafter called "Seller", and _____, whose address is _____, hereinafter called "Buyer".

WITNESSETH:

That for and in consideration of the premises and the sums of money hereinafter mentioned and the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to purchase the following described property situated in Sarasota County, Florida, to wit:

Unit _____, JEFFERSON CLUB, 500 North Jefferson Avenue, Sarasota, Florida, a condominium in accordance with the Declaration of Condominium and Plat thereof recorded in the Public Records of Sarasota County, Florida, upon the following terms and conditions, to wit:

1. PURCHASE PRICE. The total purchase price of said condominium unit is \$ _____ which shall be paid as follows:
 - (a) \$ _____ as earnest money deposit paid to Seller.
 - (b) \$ _____ as additional earnest money deposit to be paid to Seller on or before _____.
 - (c) The balance of the purchase price shall be paid by cashier's or certified check to the closing agents at the time and place of closing as provided herein.
2. REQUIRED STATEMENTS. The Florida Condominium Law requires the following statements be included in this agreement: THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY DEVELOPER TO A BUYER OR LESSEE. THIS CONDOMINIUM IS A CONVERSION OF EXISTING APARTMENT BUILDINGS AND THIS UNIT HAS BEEN PREVIOUSLY OCCUPIED. INFORMATION REGARDING THE STRUCTURAL HISTORY OF THE BUILDINGS OR UNIT IS CONTAINED IN THE OFFERING CIRCULAR AND WILL BE PROVIDED BY SELLER UPON REQUEST.
3. FURNISHINGS. Seller agrees to equip and furnish said condominium unit at Seller's expense with the following: heating and air conditioning unit, water heater, refrigerator, stove, garbage disposal, wall-to-wall carpeting (except kitchen and bath) and kitchen and bathroom plumbing fixtures, all of which shall be in good operating order at time of closing.
4. CLOSING. Closing shall take place at the offices of Williams, Parker, Harrison, Dietz & Getzen, 1550 Ringling Boulevard, Sarasota, Florida, on or before _____. At the time of closing, escrow agent shall disburse the earnest money deposit and Buyer shall pay the balance of the purchase price to the closing agents and Seller shall deliver to Buyer a good and sufficient warranty deed conveying to Buyer a good, marketable, fee simple title to said condominium unit, subject to: the provisions of the declaration of condominium and condominium plat, the articles of incorporation and bylaws of the condominium association, and any amendments thereto; real estate and tangible personal property taxes assessed against said property for the then current year which shall be prorated as of the closing date; and zoning regulations, easements, reservations and restrictions of record. Any mortgages and liens now or hereafter encumbering said unit will be discharged or released at or prior to the closing, but until such discharge or release Buyer acknowledges and agrees that his rights hereunder are subordinate to the lien of any mortgage loan which now or shall hereafter encumber said property prior to closing. Possession of the condominium unit shall be delivered to Buyer immediately upon closing. In the event the real estate taxes are not separately assessed to the unit at the time of closing, the real estate taxes applicable to said unit shall be determined by dividing the net anticipated taxes for the year for the entire property by 60 units, which sum shall then be prorated to the date of closing. In the event Buyer delays the closing beyond the closing date provided herein, Buyer shall pay to Seller commencing with the above closing date and continuing until the actual closing date, interest on the unpaid balance of the purchase price at the rate of 10% per annum and all condominium maintenance fees and such other damages as Seller may suffer as a result of Buyer's delay in closing.
5. TITLE INSURANCE. Prior to closing, Seller shall deliver to Buyer a title insurance binder evidencing a good fee simple title in Seller to said condominium unit subject only as above stated and to standard Lawyers' Title Guaranty Fund title insurance exceptions. After closing, Seller shall deliver to Buyer a title insurance policy insuring a good fee simple title in Buyer to said condominium unit subject only as above stated.
6. CLOSING COSTS. Buyer's share of the closing costs, including title insurance, recording fees, documentary stamps and surtax on the deed, shall equal 1% of the purchase price, which sum shall be included in the closing statement and paid by Buyer at time of closing. The balance of the closing costs shall be assumed and paid by Seller. If a portion of the purchase price is being financed through an institutional lender, Buyer may elect to take advantage of the foregoing or may arrange and pay for his own title insurance and pay his other closing costs, including documentary stamps and surtax on the deed and recording fees. In the event of the latter, Seller shall be relieved of its obligation to deliver a title insurance binder and policy. Any additional costs incurred at Buyer's request in connection with the closing of the purchase or the closing of Buyer's mortgage loan upon the unit shall be paid by Buyer.
7. DEFAULT. In the event it should become necessary for Seller to retain the services of an attorney to enforce the provisions of this agreement, Buyer agrees to pay the cost of any legal proceedings and reasonable attorney's fees, including appellate proceedings, in addition to all other damages sustained by Seller. In the event Buyer defaults hereunder, Seller may retain all monies deposited as liquidated damages for such default and may assert its other legal and equitable remedies including the right to specific performance. In the event Seller defaults hereunder, Buyer shall be entitled to a return of all deposits with interest thereon at the highest rate paid by commercial banks in Sarasota County on regular passbook savings accounts, in lieu of all other damages or remedies hereunder and this agreement shall thereupon terminate and Seller shall be released from all further liability to Buyer.
8. WARRANTIES AND REPRESENTATIONS. Buyer acknowledges and agrees that no representations or warranties have been made to him by Seller or its agents or anyone acting for or on behalf of Seller other than as specified in the offering circular or in this agreement, and that none shall be implied or has been relied upon by Buyer in the execution of this agreement.
9. RISK OF LOSS. Prior to the closing of this transaction, Seller shall assume all risk of loss by reason of fire, windstorm, or other casualty.

SYDNEY JACK COLLINS

ARCHITECT
1112 DOLBEHN STREET
SARASOTA, FLORIDA



TELEPHONE 955 8994
FLA. REG. NO. 3158
OHIO REG. NO. 3257

3714 Flores Avenue

August 28, 1979

CONVERSION INSPECTION REPORT

BUILDINGS INSPECTED:

Jefferson Woods
500 North Jefferson Avenue
Sarasota, Florida

C. O. # _____ * issued by the City of Sarasota Department of Building Regulatory Service, dated July 13, 1976.
Robert Shaw, Architect; Don Rowe, General Contractor and William Dingwell, General Contractor.

TYPE OF CONSTRUCTION OF THE IMPROVEMENTS:

Buildings are one story frame bearing walls with composition board exterior surfaces currently being over-sided with textured plywood.

Roof structures are tectum-like T. & G. planks on exposed double nom. 2" beams at 4 ft. o.c. with clerestories.

PRIOR USE OF IMPROVEMENTS:

The apartment units were rental apartments from completion of the buildings until this time.

RESULTS OF INSPECTION

STRUCTURAL ELEMENTS:

1. Structural elements are safe for the use intended.
2. The structural elements of the building are sound and in good condition.

CONDITION OF ROOF:

1. The roof is safe for the use intended.
2. The roof is sound for the use intended.

*The city does not have C.O. numbers. The building permit numbers are 1056 thru 1065 issued 5/18/73.

MECHANICAL ELEMENTS:

1. Mechanical elements are safe for the use intended.
2. The mechanical elements are sound.
3. The mechanical elements function properly.

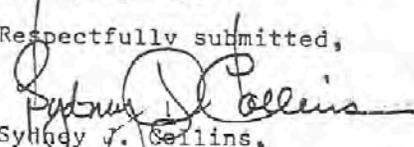
PLUMBING ELEMENTS:

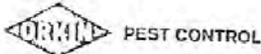
1. Plumbing elements are safe for the use intended.
2. Plumbing elements are sound for the use intended.
3. Plumbing elements functions properly.

ELECTRICAL ELEMENTS:

1. The electrical elements are safe for the use intended.
2. The electrical elements are sound for the use intended.
3. Electrical elements function properly.

Respectfully submitted,


Sydney J. Collins,
Architect
Fla. Registration No. 3158



ORKIN WOOD INFESTATION REPORT

Branch Name Orkin Ex. Co.
 Address 4133 N. Washington Blvd
SARASOTA FLA 34230
 City State Zip
 Phone Number AC 813 355 7741
 PGO License No. _____

Date 7-23-79
 Property Address 500 N. Jefferson St.
Sarasota FLA 34237
 City State Zip
 Customer's Phone AC 813 353-7551
 Case Number _____

SCOPE OF EXAMINATION
THIS EXAMINATION AND REPORT IS MADE AND ACCEPTED BY CUSTOMER WITHOUT WARRANTY OR GUARANTEE OF ANY KIND, EITHER EXPRESSED OR IMPLIED.

Pest control operator has, at the request of the customer, caused the building at the above stated address to be inspected. The observations of the inspector and the date of this inspection are indicated below. Said inspection was limited to a visual inspection of accessible areas and/or sounding of accessible areas and of accessible structural members. No inspection has been made for infestation in areas concealed by dirt, tiles, siding, rugs, insulation, etc. or that require the removal thereof. Because of the one, definite and behavior of various termites and other wood destroying organisms, it is not always possible to determine the presence of infestation without extensive probing, and in some cases the actual dismantling of parts of the structure being inspected. Previous damage to trim, wall surface, etc. is frequently repaired or repaired with patching, putty or other decorative devices and this concealment or repair of damage would not be discovered except by probing which would mar the surface appearance. This has not been done. The inspection set forth below has been made on the basis strictly of visual evidence and is issued without expressed or implied warranty or guaranty. The pest control operator has made such inspection on an accommodation to the customer and in consideration thereof it is agreed by and between the parties hereto, those parties being the customer and the pest control operator, that pest control operator is not an insurer against wood infesting termites and

other wood destroying organisms, that the report fee is a very nominal fee and is not an insurance fee, and that from the nature of the inspection services to be rendered, it is impractical to find extremely difficult to fix the actual damages, if any, which might probably result from a failure on the part of the inspector to perform the services that would be involved in inspecting areas that would not be readily accessible: pulling up carpets, extensive probing, etc. Therefore, in the event it should subsequently turn out that there might have been termites or other wood destroying organisms at the time of the inspection and there is resulting loss or damage to the party for whom the inspection is being made and who is paying the report fee, the liability of the pest control operator shall be limited to and fixed as a sum equal to the amount of the report fee. Said amount shall be the only damages that can be claimed or obtained by the person to whom this report is being made, or by any person or persons in privity thereto and shall constitute liquidated damages.

The parties hereto do covenant and agree that there are no verbal understandings, representations, or statements changing or modifying any of the terms or provisions of this inspection report and that all terms, conditions and provisions thereof are contained herein in writing.

A qualified representative of this Company has inspected the property located at the above address and reports the following:
 A. AREAS INSPECTED: Crawl Space Attic Tub Trail Building Interior Building Exterior

REMARKS:
 B. INFESTATION or CONDITION (as of inspection date)
 1. There is visible evidence of active infestation of:
 A. Termites YES NO
 B. Other wood destroying organisms YES NO
 (Describe)
 2. There is visible evidence of previous infestation of:
 A. Termites YES NO
 B. Other wood destroying organisms YES NO
 (Describe)
 3. There is visible evidence of conditions or construction conducive to infestation (earth-wood contact, faulty gables, insufficient ventilation, etc.)
 If yes, describe on graph attached YES NO
 C. DAMAGE
 1. There is visible evidence of damage to structural items (columns, girders, sills, joists, plates, headers, stairs, porch supports, rafters, etc.)
 If yes, describe on graph attached YES NO
 2. There is visible evidence of damage to other construction (exterior porch floors and steps, door and window sills, jambs, siding, subflooring, etc.)
 If yes, describe on graph attached YES NO

D. TREATMENT
 1. Orkin has treated the premises for:
 Subterranean Termites Drywood Termites
 Powder Post Beetles/Wood Borers
 Other Wood Destroying organisms
 If other, describe _____
 Date Treated 7-21-79 (18-36-7)
 E. GUARANTEE
 1. The premises are presently under guarantee by Orkin: YES NO
 For control of Subterranean Termites
 2. Orkin Guarantee Number 20 12 ISSUED
 In name of W. L. WILSON, U.S. Bank (LAW-7)
 Date 7-21-79
 3. Renewal paid and contract in force until 7 / 80
 Month Year

This report does not include detached garages, sheds, lean-tos, fences, or other buildings on the property unless specifically noted here:

I hereby certify that I, nor the person(s) named, am acting, have had, presently have, or contemplate having any interest in the property involved.
 Inspector [Signature] Date 7-23-79
 Branch Manager [Signature] Date _____
 We have read the above and foregoing report and understand all of the terms and conditions thereof, including the scope thereof and limitations thereof and do accept the same and agree to pay the report charge and agree to all terms and conditions thereof.
 Accepted By: _____ Date _____

This report is null and void unless signed and agreed to by the purchaser.
 Purchaser's Signature _____ Date _____
 Report Fee \$275.00
 Copies To: _____ FHA _____ VA _____ OWNER _____ AGENT _____ BUYER _____ MORTGAGEE _____
 Portions of this report have copyright reserved by Texas Pest Control Association
 10-130-4 REV 3/77

ESTIMATED OPERATING BUDGET
 FOR
JEFFERSON CLUB CONDOMINIUM ASSOCIATION, INC.
 Fiscal Year September 1979 - August 1980

	<u>Monthly</u>	<u>Yearly</u>
Salaries	\$ 450	\$ 5,400
Office Supplies	40	480
Electricity/Common Areas	400	4,800
Repair and Maintenance Supplies	200	2,400
T.V. Cable Contract	360	4,320
Insurance	390	4,680
Miscellaneous and Postage	20	240
Sewer and Water	900	10,800
Accounting and Legal	100	1,200
Lawn and Grounds Maintenance	500	6,000
Pool Maintenance	150	1,800
Manager's Apartment Mortgage	250	3,000
Manager's Apartment Maintenance Fees	67	804
Taxes and Utilities/Manager's Apartment	100	1,200
Pest Control	100	1,200
Total	<u>\$4,027</u>	<u>\$48,324</u>
	<u>Monthly</u>	<u>Yearly</u>
Per Unit Assessment:	\$67	\$804

Each owner will be assessed \$50 at the time of closing to be used as a reserve for repairs which are not covered by the regular estimated operating budget. It is contemplated that the Association will fund any depleted amounts in the reserve at the beginning of each fiscal year.

Unit owners' personal items of expense will include:

- Maintenance and repair of the interior of each unit and the interior of each limited common element as provided in the Declaration.
- Insurance covering contents and personal liability in their own unit.
- Personal telephone and electricity used in their own unit.
- Real estate taxes on own unit.

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET IS RENDERED.

JEFFERSON CLUB CONDOMINIUM ASSOCIATION RULES AND REGULATIONS FOR OWNERS, TENANTS, AND GUESTS

These Rules and Regulations have been established to assure pleasant and harmonious enjoyment for all residents, tenants, and their guests, and to supplement those presently in the Declaration of Condominium and Bylaws.

Recreational facilities, equipment and other personal property are for the exclusive use of owners, tenants, and their guests. Each owner shall be responsible for their renters' or guests' compliance with all rules and regulations.

AUTHORITY The Bylaws of the Jefferson Club Condominium Association, Inc. authorize the Board of Directors to adopt such uniform administrative rules and regulations governing the details of the operation of the Condominium as long as they shall not be inconsistent with the Condominium Act, the Declaration of Condominium, and the Bylaws of the Association. The rules and regulations will be reviewed periodically by the Board of Directors of Jefferson Club Condominium Association and amended as necessary, to better serve the membership.

ADMINISTRATION The responsibility for the administration of the Condominium lies with the Board of Directors. Any initial question, request or complaint may be addressed to any Board member, preferably in writing, for consideration. Please remember that minor irritations can most often be alleviated by speaking directly to the person involved. The Board may choose to act only on those requests that are deemed to be in the best interest of the Association.

RULES, REGULATIONS AND RESTRICTIONS UPON USE

NO OWNER, TENANT, OR OTHER OCCUPANT OF A UNIT MAY:

...paint or otherwise perform any action which will change the appearance of any exterior wall, door, window, patio, fence, or any other exterior surface; including the ground, which will adversely affect the uniform exterior appearance of the building or grounds, in the sole opinion of the Board.

...hang laundry, signs, banners, or any other unsightly objects from windows, doors, fences, or patios or place any object that infringes on any common area.

...make any structural addition or alteration to any unit or common element unless it may be wholly removed without significant damage to the wall or ceiling structure, without prior written consent of the Board.

...permit loud or objectionable noises or odors to emanate from the unit nor play any musical instrument or electronically amplified musical device which may cause a nuisance to the occupants of the other units, in the sole opinion of the Board.

NOTE: TENANTS ARE PROHIBITED FROM KEEPING PETS IN ANY UNIT.

Owners may have **one** small pet under 25 lbs. in the event ANY pet becomes a nuisance to the membership, in the opinion of the Board, such animal(s) must be removed from the premises immediately. Dogs must be leashed and may be walked **ONLY** in the large grassy areas at the NE and SE corners of the property, and along Jefferson Avenue. Pet owners are obligated to clean up any mess made by their pet.

VEHICLES/PARKING Parking is assigned. There is only ONE assigned space per unit. Vehicles may be parked only in assigned or "guest" spaces. No owner, tenant or guest may park any vehicle except passenger vehicles in the designated parking areas. No boats, campers or trailers may be parked on the premises. No vehicles with commercial identification or vehicles that are designed or used primarily as commercial vehicles are permitted. No storage or parking of unlicensed or inoperable vehicles is permitted. No repair or maintenance of any vehicle is permitted on the property. Vehicles prohibited by the above regulations, and vehicles illegally parked will be towed, at the owners' expense, WITHOUT additional notice. Not more than 2 vehicles are permitted per unit.

PASS KEY Florida Law requires that the Association be able to enter your unit in case of an emergency. Keys to your unit must be given to the Association and will be kept in a secure location with controlled access. Emergency access to a unit will be made **ONLY** when a condition in your unit threatens any common element and every attempt will be made to notify you in this event.

NOISE AND COURTESY The basis for harmonious condominium living is respect for your neighbors' privacy. No set of rules can regulate courtesy, but some specifics can be brought to your attention. TV and STEREO systems should be kept at reasonable noise levels, with special consideration between the hours of 10:00 pm and 8:00 am. Wood construction transmits sounds very effectively, and chances are that whatever it is that you are saying, can be heard without too much difficulty by someone else. **Barking dogs will not be tolerated.**

TRASH/RECYCLING Trash should be put in closeable plastic bags and placed in the dumpsters for collection. NO cuttings from plants and shrubs, leaves, etc. or Furniture shall be placed in or around dumpsters.

Garbage is NOT to be stored, even temporarily on any patio. It smells and attracts rodents. Remember, you are living in close proximity to your neighbors, and how you conduct yourself also affects them.

The removal of large items, such as furniture or appliances are the responsibility of the unit occupant. Recycling is mandatory in Sarasota County. Fines can be levied by the City of Sarasota. If violations are discovered by inappropriate use of recycling containers; fines will be passed on to the offenders. Please sort your trash properly. And please refrain from littering (cigarette butts fall into this category).

SALES, RENTAL, LOAN OF UNIT All sales and rentals must be reviewed in writing by the Board of Directors. Each lease or rental must be for no less than three months. In the absence of the owner, occupancy by other than the owners' immediate family is to be considered as a rental and, if guests, are to be subject to the same regulations as renters. Immediate family is limited to children, parents, grandchildren, grandparents, brothers, and sisters. No unit may be occupied by more than two persons per bedroom. Unit owners will be held responsible for all actions of lessees, renters, and guests. An application fee of \$50.00 is required, in advance of each sale or lease of any unit, payable to the Jefferson Club Condominium Association. Also required, are the license plate numbers of each vehicle that is requesting to be parked on the premises.

RECREATIONAL FACILITIES Owners, their families, tenants, and guests are hereby notified that use of any of the common areas is at their own risk. To conserve the recreational facilities, they shall be limited to the use by immediate family, guests or tenants that are IN RESIDENCE at the time. Persons using any common area are required to read the posted rules pertaining to each area. In addition, children should be made to understand the "horseplay" or monopolizing the use of the pool is not permitted. Pool furniture may not be removed from the area. Children who are not toilet trained are not permitted in the pool, for sanitary reasons. Personal radios are permitted in the pool area but must be kept at a low volume so as not to disturb others. No glass is permitted in the pool area. Pool guests are required to clean up after themselves, including emptying the ashtrays and returning furniture to its proper position.

SAFETY No one shall permit any activity or keep anything in a unit, common element, or storage area which would be considered a fire hazard, health hazard, or nuisance. No one shall conduct themselves in any manner, in any common area in such a way as to endanger themselves or others. Climbing trees, entering the perimeter canal or climbing into the trash receptacles is prohibited.

RESPONSIBILITY Each unit owner is responsible for Condominium property misused by them, their family, tenants, or guests. Damage or defacement of any property will be directly chargeable to the unit owner. Each owner is responsible for the conduct of their family, tenants, or guests. Jefferson Club Condominium Association, Inc. may terminate occupancy of any tenant or guest and require the unit owner to cancel the lease and affect removal for any of, but not limited to, the following causes: Misrepresentation of the application, obnoxious, lewd, or offensive conduct, creating a nuisance, abuse of property, use of illegal narcotics, disregard of rules and regulations of the Jefferson Club Condominium Association, or of any applicable governmental requirements or regulations.

In the event of a violation of these rules and regulations, the unit owner shall be immediately notified thereof, and if said violation continues, or is repeated, the unit owner shall be subject to fines; the imposition of which shall not limit the remedies of the Association in taking additional action, including action to enforce compliance with these rules and to prohibit future violations thereof.

The Board of Directors may impose a charge, not exceeding \$50.00 per day, upon a unit owner for each day of occupancy in violation of the rules and regulations. Fines, costs, expenses, and professional fees incurred by the Jefferson Club Association, Inc., resulting from the violation or disregard of these rules and regulations, by a unit owner, members of his household, guests, renter, occupants, or visitors shall be the obligation of the unit owner. The Jefferson Club Condominium Association, Inc. may place a lien on the owner's unit for the amount determined to be due the Association and such lien may be foreclosed as in the case of a monetary judgment against the unit owner.