

**VII**

**BYLAWS**

**Book 1306-Page 612**

OFF. REC. 1306 PG 612

EXHIBIT "C"  
BY-LAWS

These By-Laws shall be read and construed in conjunction with the Articles of Incorporation of

VILLA NOVA CONDOMINIUM ASSOCIATION, INC.  
and the Declaration of Condominium of

VILLA NOVA, A CONDOMINIUM  
both as amended from time to time. The meanings of terms hereof shall be as defined in said Declaration of Condominium.

ARTICLE I.  
PRINCIPAL OFFICE

The principal office of the Corporation shall be located at 1732 Bonitas Circle, Venice, Florida 33595. The Corporation shall have and continuously maintain at above office an Agent whose office shall be identical with such registered office. The address of the principal office may be changed from time to time by the Board of Directors.

ARTICLE II.  
MEMBERS

Section 1: Initial And Subsequent Members. Those persons or Corporations who presently own or hereafter acquire title to Units in all Phases of hereinafter referred to as the "CONDOMINIUM", shall be members.

Section 2: Voting Rights. There shall only be allowed one (1) vote per Unit, said vote, in the event of joint ownership of a Unit, to be divided equally among the joint owners thereof and cast as fractional votes, or by agreement of the joint owners, cast by one of their number.

Section 3: Termination of Membership. Whenever a member ceases to become an owner of a Unit in the Condominium his membership shall then and there automatically terminate.

OFF. REC. 1306 PG 612

Section 4: Transfer of Membership. Membership in this corporation is not transferable or assignable.

ARTICLE III.  
MEETING OF MEMBERS.

Section 1: Annual Meeting. An Annual Meeting of the members shall be held at the office of the corporation on the 15th day of January of each year, beginning with the year 19 79 at the hour of 10:00 o'clock A. M., for the purpose of electing Directors and for the transaction of such other business as may come before the Meeting. If the day fixed for the Annual Meeting shall be a legal holiday in the State of Florida, such Meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any Annual Meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a Special Meeting of the members as soon thereafter as conveniently may be.

Section 2: Special Meetings. Special Meetings of the members may be called by the President, the Board of Directors, or not less than one-tenth of the members having voting rights.

Section 3: Place of Meetings. The Board of Directors may designate any place within Sarasota County, Florida, as the place of meeting for any Special Meeting, and if no such designation is made, such Meeting shall take place at the office of the corporation, Sarasota County, Florida.

Section 4: Notice of Meetings. Subject to the provisions of Article XI below, written or printed notice stating the place, day and hour of any meeting of members shall be delivered by mail to each member entitled to vote at such meeting, not less than fourteen (14) days nor more than fifty (50) days before the day of such meeting, by or at the direction of the President, or the Secretary, or the officers or persons calling.

the meeting. In case of a Special Meeting, or when required by Statute, or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice.

The notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid, certified mail. The Association shall retain the post office certificate of mailing as proof of such mailing. In addition to notice as above provided, there shall be posted at a conspicuous place on the Condominium property a notice of any such Meeting at least 14-days and no more than 50-days prior to the day of such Meeting, specifying the place, date and hour of such meeting.

Section 5: Informal Action by Members. Any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Section 6: Quorum: The members holding a majority of the votes which may be cast at a meeting shall constitute a quorum at such meeting. If a quorum is present, unless otherwise provided by the Declaration or Declarations of Condominium for the Condominium, these By-Laws or the Charter of the Corporation, a majority of the voting rights represented in person or by proxy at such a meeting may take corporate action. If a quorum is not present at any meeting of members, a majority of such voting rights may adjourn the meeting from time to time without further notice.

Section 7: Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized Attorney-in-Fact. The form of such proxies shall be substantially as follows, to-wit:

the proxy shall contain the name and address of the Unit Owner or Owners, as the case may be, shall designate the Unit number owned by the person or persons granting such Proxy, shall contain a designation as to the Meeting or Meetings concerning which such Proxy is to be used (and shall be good as to any such Meeting or Meetings and continuations or adjournments thereof within 11-months from the date thereof unless otherwise provided therein) shall contain a statement that the person or persons granting such Proxy will not be available for the designated Meeting or Meetings, and shall contain the name and address of the person or persons authorized to cast such Proxy vote. Only individuals shall be authorized to hold proxies. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

Section 8: Voting by Mail. Where Directors or Officers are to be elected by members or any class or classes of members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE IV  
BOARD OF DIRECTORS

Section 1: General Powers. The affairs of the Corporation shall be managed by its Board of Directors. Said Board shall have and execute all powers necessary to accomplish its duties and obligations relative to the Corporation and the Condominium. Directors need not be members of the corporation.

Section 2: Number, Tenure and Qualifications. The members of the Corporation shall at each Annual Meeting determine the number of Directors of the Corporation for the following year, which said number shall in no event be less than three (3), the number of Directors so determined shall be elected at the meeting by the members of the Corporation, the appropriate number of candidates receiving a plurality of the votes cast to be the duly elected Directors of the Corporation. The present members of the Board of Directors or successors of the present members of the Board of Directors as appointed by them in the

event of the removal or disability of one or all of said Directors, shall hold office until the next Annual Meeting of the members, at which time the successors shall be elected. Each Director thereafter shall hold office until the next Annual Meeting of the members and until his successor shall have been elected and qualified, subject to the provisions of Article XII of the Declaration of Condominium, or until removed by written agreement of the members owning a majority of the Units or by such a majority of all Units at a Special Meeting of the members called by 10% of the Unit owners for that purpose.

Section 3: Regular Meetings. A regular Annual Meeting of the Board of Directors shall be held immediately after and at the same place as the Annual Meeting of members.

Section 4: Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call Special Meetings of the Board may fix any place within Sarasota County, Florida, as the place for holding any Special Meeting of the Board called by them.

Section 5: Notice. Notice of any Special Meeting of the Board of Directors shall be given at least ten (10) days previous thereto by written notice delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mails in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting

to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

Section 6: Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 7: Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

Section 8: Attendance of Members. All meetings of the Board of Directors of the Association shall be open to all Unit owners and notices of such meetings shall be posted conspicuously at least 48-hours in advance of such meeting for the attention of Unit Owners except in the case of an emergency. Such notices shall specify the day, hour and place of all such Board of Directors' meetings.

Section 9: Vacancies. Any vacancy in the Board of Directors and any directorship to be filled by reason of death, disability, resignation or removal, shall be filled through election by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

Section 10: Compensation. Directors shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE V.  
OFFICERS

Section 1: Officers. The Officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer, and such other Officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other Officers, including one or more Vice Presidents, one or more assistant secretaries, and one or more assistant treasurers, as it shall deem desirable, such Officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2: Election and Term of Office. The present officers of the corporation or their successors as elected by the Board of Directors of the corporation in the event of resignation or disability, shall serve until the next annual meeting of the Board of Directors of the corporation. Thereafter, the officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3: Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4: Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.



Section 5: President. The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and of the Board of Directors and shall execute any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the corporation; and, in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6: Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as, from time to time, may be assigned to him by the President or by the Board of Directors.

Section 7: Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the duties incident

to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8: Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose, which such Minutes shall be kept in a business-like manner and shall be available for inspection by Unit Owners or their authorized representatives and Board members at all reasonable times and shall be retained for a period of at least seven years; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the Seal of the Corporation and see that the Seal of the Corporation is affixed to all documents, the execution of which on behalf of the corporation under its Seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 9: Assistant Treasurers, and Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, or by the President or the Board of Directors.

Section 10: Compensation. Officers of the Corporation shall not receive any compensation for acting as such, but nothing herein contained shall be construed to preclude any officer from serving the Corporation in any other capacity and receiving compensation therefor.

ARTICLE VI  
COMMITTEES

Section 1: Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Corporation, and the President of the Corporation shall appoint the members thereof.

Section 3. Term of Office. Each member of a committee shall continue as such until the next Annual Meeting of the members of the Corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee by the person or persons authorized to appoint such member, or unless such member shall cease to qualify as a member thereof.

Section 4: Chairman. One member of each committee shall be appointed Chairman by the person or persons authorized to appoint the members thereof.

Section 5: Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6: Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee,

a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7: Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VII.  
CONTRACTS, CHECKS, DEPOSITS  
AND FUNDS.

Section 1: Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2: Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer, and countersigned by the President or a Vice President of the Corporation.

Section 3: Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such Banks, Trust Companies, or other depositories as the Board of Directors may select.

Section 4: Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the corporation.

ARTICLE VIII  
CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Corporation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary, and shall be sealed with the Seal of the Corporation. All certificates shall be consecutively numbered. One certificate shall be issued for each unit and shall contain the names of the owner or owners thereof. The name or names appearing on such certificate and unit number shall be entered in the records of the corporation.

Section 2: Issuance of Certificates. When a person or corporation has become a member, a certificate of membership shall be delivered to such member or members, as described above, by the Secretary, if the Board of Directors has provided for the issuance of certificates under the provision of Section 1 of this Article.

ARTICLE IX.  
BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep Minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE X.  
FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XI.  
ASSESSMENTS

Section 1. The Board of Directors shall prepare annually a proposed operating budget reflecting the sums estimated for the forthcoming corporate year required to provide the services and facilities hereinafter mentioned. Said budget shall be distributed to the members no less than 30-days prior to the Meeting of the members at which such budget shall be considered, together with a notice of such meeting. The budget shall be approved by the members at such meeting. The members shall have the right at such meeting to modify said budget in any way that the members deem appropriate before granting such approval. In any event, such meeting shall be held annually and such budget modified and/or approved in advance of the corporate year for which such budget was created. Once the budget is so approved the Board of Directors shall collect from each Unit either monthly or quarterly, in advance, as the Board may determine, such Unit's share of such assessments being the common expenses relative to such Unit in accordance with the Declaration of Condominium of the Condominium as amended from time to time. At the end of the corporate year any surplus remaining from the budget assessments shall be returned to the Unit owners in accordance with the respective Unit's share of surplus as set forth in the Declaration of Condominium of the Condominium, as amended from time to time, and likewise in the event of a deficiency, the same shall be immediately assessed against the various Units by the Board of Directors and be payable by the various Units within 30-days after notice of assessment. The services and facilities contemplated to be furnished or arranged for by the Corporation for the benefit of the various Units constituting the Condominium, in addition to those services and facilities hereinafter added by vote of the members and subject to subsequent deletion of services or facilities pursuant to vote of the members, shall be:

1. Maintenance of the common elements of the Condominium

- including lawns, grounds, roads, parking spaces, and recreation areas and walkways.
2. Maintenance and painting of the outside walls and outer doors of all buildings, units and other external structures.
  3. Providing garbage and trash removal for the Condominium and all units thereof.
  4. Providing fire and extended coverage insurance to the full value thereof on the common elements and each unit.
  5. Providing liability insurance relative to the common elements.
  6. Furnishing of all utility services for common facilities and common elements.
  7. Furnishing of water and sewer service for each unit.
  8. Furnishing of central television antenna service (one hook-up to each unit, with units to pay for any additional hook-ups).
  9. The furnishing of quarterly pest control service for all unit.

In addition to the assessments levied pursuant to the Annual budget, the Board of Directors shall have the power from time to time, as may be necessary, to levy special assessments which said assessments shall be payable in the uniform manner determined by the Board relative to such assessments for the purpose of satisfying deficiencies which may occur during the corporate year relative to the regular budget items. Any such special assessments for satisfying deficiencies in regular budget items shall be payable no less than 90-days after the making of such assessment unless earlier payment is provided for by the Board. The Board may also levy such

special assessments in order to provide funds for the corporation to meet obligations of the Corporation which were not contemplated in the budget but which the Board deems appropriate and in the best interests of the Condominium to incur and pay. The Board may further levy such special assessments for the purpose of replacement of Corporate property and/or improvements constituting part of the common elements and for the acquisition of such real and/or personal property as the Board deems necessary for protection of the Condominium and Condominium property and/or necessary for the purpose of carrying out the powers and duties of the Board of Directors and/or the Corporation, provided however, that in the event that the purpose of a special assessment is to provide funds for the acquisition of property, either real or personal or mixed, which property is not being acquired as replacement or repair or for maintenance purposes, and the special assessment for such acquisition shall exceed \$100.00 per Unit, then and in that event the Board shall first give notice of the intended acquisition to the members and shall call a Special Membership Meeting relative to the same wherein all members shall have the right to vote in person or by Proxy on ratification of such acquisition. No such acquisition shall be made unless so ratified.

Section 2. Default. When any member shall be in default of the assessments levied pursuant to Section 1, of this Article, such member (and the member's Unit) shall be subject to the liability for collection of the same as provided under the Condominium Act of the State of Florida, as amended from time to time, together with all costs of collection including a reasonable Attorney's fees, and any sums in default shall bear interest at the highest rate permitted by law. In the event of foreclosure being instituted to enforce collection of defaulted assessments the Association is authorized to apply to the Court for an Order requiring payment of a reasonable rental by the



Unit Owner for use of the Condominium parcel being so foreclosed and appointment of a Receiver to collect the same.

ARTICLE XII  
SEAL

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Corporation and the words "Corporation Not For Profit Seal 1978 Florida".

ARTICLE XIII.  
AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the owners of at least two-thirds (2/3rds) of the Units at a regular Annual Meeting, or a Special Meeting called for that purpose. No By-Law may be amended by reference to its title or number only. Proposals to amend By-Laws shall contain the full text of the By-Law to be amended, the new words to be inserted in the text underlined and words to be deleted lines through with hyphens, unless the proposed change is so extensive as to hinder the understanding of the amendment, in which event the underling and hyphening procedure may be omitted, and, instead, a citation inserted preceding the proposed amendment as follows: "Substantial rewording of By-Law, See By-Law... for present text."

ARTICLE XIV.  
INDEMNIFICATION

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil or criminal, administrative or investigative (whether or not by or in the right of the corporation), by reason of the fact that he is or was a director or officer of the corporation, against any and all expenses (including attorney's fees, court costs and appellate costs and fees), judgments, fines and amounts paid in settlement incurred by him in connection with such

action, suit or proceeding, except for an officer or director who is adjudged guilty of willful misfeasance or willfull malfeasance in the performance of his duties. Such right of indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs and personal representatives of such person. Provided however, that if any past or present officer or director sues the corporation, other than to enforce this indemnification, such past or present director or officer instituting such suit shall not have the right of indemnification hereunder in connection with such suit. The Corporation is authorized to purchase insurance to provide funds for the indemnification hereinabove set forth, and, if such insurance is purchased but the proceeds of the same are not sufficient to cover the cost of indemnification, then the deficiency shall be paid from corporate funds. If there are no funds available to pay the cost of the indemnification or deficiency resulting from insufficient insurance coverage, then the Board of Directors shall assess the membership to cover such costs. This indemnification is an absolute right, and such assessments shall be made notwithstanding any other provisions contained in here to the contrary.

The foregoing were adopted as By-Laws of VILLA NOVA CONDOMINIUM ASSOCIATION, INC., a corporation (not for profit) under the laws of the state of Florida at the first meeting of the Board of Directors on the 16<sup>th</sup> day of May, 1977.

Walter P. Taylor  
SECRETARY

Approved by:

Ma. out. A. Pitts  
PRESIDENT

## EXHIBIT "D"

MANAGEMENT CONTRACT

This contract dated this 10 day of May, 1977, by and between LAKESIDE DEVELOPMENT, INC. hereinafter referred to as "MANAGER" and VILLA NOVA CONDOMINIUM ASSOCIATION, INC. hereinafter referred to as "ASSOCIATION".

W I T N E S S E T H :

WHEREAS, LAKESIDE DEVELOPMENT, INC. is the Developer of that certain Condominium project located in Sarasota County, Florida and known as VILLA NOVA, A CONDOMINIUM, and hereinafter referred to as the "CONDOMINIUM" which definition shall include all sections thereof, and,

WHEREAS, in order to assure the initial orderly operation of the Condominium during the development and marketing stage Manager desires to manage the same in accordance with the terms and conditions hereof and the Association is agreeable thereto, and,

WHEREAS, the parties hereto wish to define their respective rights and obligations concerning such management.

NOW, THEREFORE, for a valuable consideration, receipt of which is hereby acknowledged, it is agreed upon as follows:

1.  
Employment

Association hereby employs Manager and Manager hereby accepts employment as the sole and exclusive manager of the Condominium in accordance with the terms hereof.

2.  
Term of Employment

The term of employment hereunder shall commence effective as of the 10 day of May, 1977, and shall terminate on the earlier of the following events, to wit:

(a) the expiration of 3 years from the effective commencement hereof, or

(b) the resignation of Manager (which shall be at Manager's sole discretion but no less than 90 days notice to the Association), or

(c) termination by the Association pursuant to Florida Statutes 718.302 as amended from time to time.

## 3.

Duties, Rights and Responsibilities of Manager

(a) Manager shall have the exclusive right and responsibility to hire, supervise and fire employees, professionals, contractors and service personnel and companies of all types on behalf of the Association relative to the providing of the services mentioned below and shall do so on such terms and conditions as Manager deems advisable and shall pay the cost of the same from the funds collected by Manager pursuant to this agreement, provided however, that all contracts entered into by Manager on behalf of the Association (except for utility service and insurance contracts) shall be terminable on 90 days notice by the Association or in the alternative shall have a term of 1 year or less or shall have been approved by a majority of the Board of Directors of the Association excluding those appointed by Manager, if that be the case.

(b) Manager shall have the exclusive right to determine when and how maintenance, repair, replacements and/or improvements to the common elements of the Condominium and to such portions of the units, if any, which the Association is obligated to maintain, repair, replace or improve, if that be the case, are required and to arrange and provide the same.

(c) Manager shall have the exclusive right to prepare and submit to the association the annual budget and to assess and collect the monthly maintenance fees and assessments on behalf of the Association and to enforce the collection thereof and to draw and spend such funds from the same as required pursuant to the terms hereof. Manager shall keep and maintain Association books of account and provide no less than annual accountings to the Association, which accountings need not

be certified unless requested by the Association, and, if so requested, shall be done at the expense of the Association by special assessment against the then existing members.

(d) Manager shall place on behalf of the Association and the unit owners in accordance with the Declaration of Condominium all appropriate insurance.

(e) Manager shall provide water and sewer service and electric power for the common elements and for each unit (except where units are separately metered for the same).

(f) Manager shall provide at least bi-weekly garbage and trash removal service for the condominium and for each unit.

(g) Manager shall furnish quarterly pest control service for all units.

(h) Manager shall provide general management and supervisory services relative to the day to day operation of the Condominium and shall enforce the restrictions and requirements of the Condominium documents on behalf of and in the name of the Association.

4.  
Manager's Compensation

In consideration of the services performed by Manager Manager shall receive a monthly fee from the Association for each existing unit of the sum of \$70 per month per such unit payable on the first day of each month in advance. In addition the Association shall reimburse Manager for all costs and expenses incurred by Manager in performance hereof.

The fee to be received by Manager pursuant to the foregoing is hereby allocated as to each service, obligation or responsibility of Manager as set forth in paragraph 3 above, as follows:

<u>Service, Obligation or Responsibility under paragraph 3</u>	<u>Allocated portion of management fee monthly</u>
3 (a)	\$ 5.00
3 (b)	15.00
3 (c)	2.00
3 (d)	18.00
3 (e)	20.00
3 (f)	5.00
3 (g)	3.00
3 (h)	2.00

## 5.

Frequency of Service, Number of Employees

The service, obligation or responsibilities of Manager as set forth in paragraph 3 above shall all be furnished on a weekday (5 days per week) basis except for utility service which shall be rendered daily and except for such other services, the frequency for which is expressly set forth above. Manager shall employ as a minimum number of personnel to provide the maintenance and management services hereunder at least one employee. Such minimum number shall not preclude Manager from engaging additional employees for such purpose.

## 6.

Notices

Any notices permitted or required hereunder shall be delivered by depositing the same in the U.S. Mails, postage pre-paid, certified, return receipt requested, addressed to the parties at the address shown below:

Manager-

626 Poinsettia Ave.  
Venice, Florida 33595

Association-

1732 Bonitas Circle  
Venice, Florida 33595

## 7.

Formalities

This agreement contains all the promises, covenants,

representations and obligations made or entered into between the parties hereto. No modification hereof shall be valid or binding upon the parties unless in writing and executed with the formalities hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their signatures and seals to be affixed the day and year first above written.

Witnesses:

LAKESIDE DEVELOPMENT INC.,  
a Florida corporation

Marianne E. Hellida

by Clement Demasi

Susan K. Coops

"MANAGER"

VILLA NOVA CONDOMINIUM ASSOCIATION, INC., a Florida corporation

Attest:

by Margaret A. Potter

Richard J. Rubin  
Secretary

"ASSOCIATION"

FILED AND RECORDED  
R. M. GANN, JR., CLERK  
SARASOTA CO., FLA.  
17 10 09 AM '79

928930

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 16 day of March, 1979, by Clement Demasi, as Manager of Lakeside Development, Inc.

My Commission Expires:  
My Commission Expires November 15, 1981  
Notary Public, State of Florida at Large

Susan K. Coops  
Notary Public

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 16 day of March, 1979, by Margaret A. Potter, as President of Villa Nova Condominium Association, Inc.

My Commission Expires:  
My Commission Expires November 15, 1981  
Notary Public, State of Florida at Large

Susan K. Coops  
Notary Public