

## **GUIDE TO THE DOCUMENTS**

Five kinds of material appear in your documents:

1. Board Policies and Procedures (pages 1 - 4)
2. Rules and Regulations (pages 5 - 12)
3. Declaration of Condominium Ownership (pages 13 - 30)
4. Articles of Incorporation (pages 31 - 34)
5. By-Laws (pages 35 - 42)

The DECLARATION established Raintree Village Condominium. It is our Constitution. The ARTICLES established Raintree Village Condominium, Inc. That is the corporation not-for-profit registered with the State of Florida called the Association, whose members own the condominium and which has authority over the condominium. The BY-LAWS are the rules under which the Association works. They set up the Board of Directors and Officers and their powers, duties, and responsibilities, meeting requirements, voting procedures, budgetary procedures, manner of assessments, etc. The RULES AND REGULATIONS govern our conduct within Raintree Village. The BOARD POLICIES tell how the Board intends to proceed on particular issues, e.g., on the types of permissions it will or will not give.

The Rules and Policies may be amended at any time by board action. Amendment of the Documents in the narrower sense, i.e., the Declaration, Articles, and By-Laws requires the members' approval in the proportions the documents themselves state. The Articles must be registered with the State of Florida.

Here is a guide to the specific contents of the declaration, articles, and by-laws. Ordinarily, when we speak of the documents, it is these that we are referring to:

### **DECLARATION OF CONDOMINIUM**

#### **The Declaration is our Constitution.**

- 1 - 7. Establishes Raintree Village Condominium, A Retirement Community, gives its history, its name, the name of the Association, definitions of terms used throughout the Documents, identifies the buildings included, defines the individual apartments, and states their percentages of ownership (on which maintenance fees are based). For practical purposes this section is unchanged, though it is brought up to date and consolidated.
8. Says who (Owner or Association) pays for various types of repairs and gives the procedure for making alterations.
9. Outlines the procedure for allocating and collecting maintenance fees (called "assessments") and other assessments.
10. Tells who is a Member of the Association and who can vote.
11. Who pays the taxes on your unit? (You do, not the Association.
12. Says who can occupy the units and how they may be used. Also how the common elements may be used. Permits certain improvements.
13. How units are sold, leased, or mortgaged.
14. Insurance requirements.
15. What happens if a building or unit is destroyed or seriously damaged. (The Old Document said you pay whatever insurance does not cover. The New Document says that the Village pays.)
16. Tells how the Declaration and By-Laws may be amended.
17. Tells how the Condominium can be dissolved.
18. Resolution of disputes.
19. Foreclosures.
20. Miscellaneous provisions, for example, that all persons are subject to the Rules, and what recourse we have if they do not comply with them.

## **ARTICLES**

**These are the fundamental documents which established our corporation, the Association.**

Articles I - II. Historical.

III. What the Association can do.

IV. Who is a Member? Who owns the funds and common elements? Who votes? . -

V. Establishes the Board of Directors.

VI. Officers are elected by the Board.

VII. Protects the Officers against suits.

VIII. How the Articles can be amended.

IX. This is not a temporary arrangement but permanent.

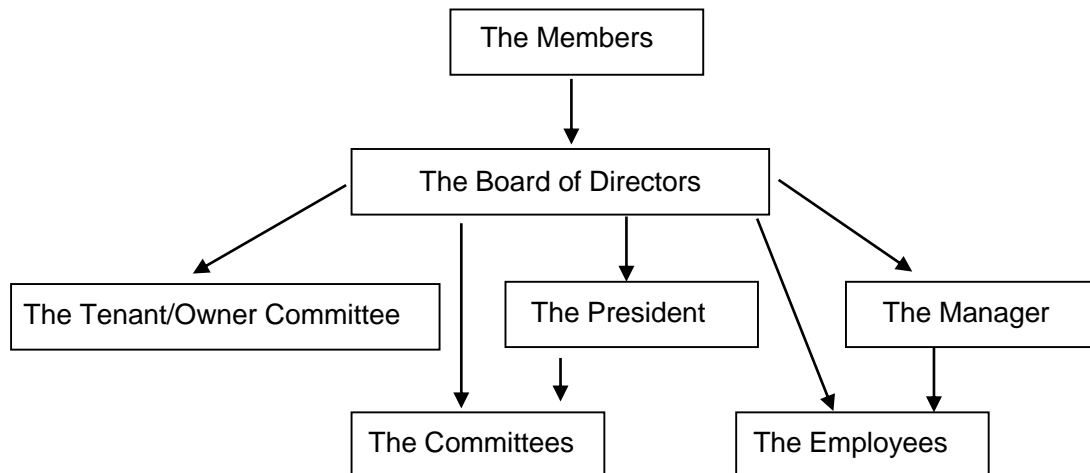
## **BY-LAWS**

**The By-Laws specify our procedures and our manner of conducting our affairs.**

1. Says who and where we are and where we keep our records.
2. Sets the procedures for Members' meetings.
3. The Board of Directors--how many, how elected, their meetings, who may speak, notice required for meetings.
4. Powers and duties of the Board.
5. Who the Officers are and their duties.
6. Money matters. How the funds are to be kept. Budgets. Maintenance fees. Special assessments. Letting contracts. Who signs checks. Annual review by an accountant. Fidelity bonds.

## BOARD POLICIES & PROCEDURES

### I. The Organizational Structure of Raintree Village



#### EXPLANATION:

1. The ultimate authority under State Law and our Documents is the membership, which elects the Board and has the power of recall.
2. The Board of Directors is responsible for all actions of the Village.
3. The Board elects its President and other Officers.
4. The Board appoints the Tenant/Owner Committee.
5. The Board contracts with the Manager.
6. The Board, with the advice of the Manager, contracts for employees through the agency of an actual employer.
7. The Manager gives employees their assignments.
8. The President appoints all committees and committee members except the Tenant-Owner Committee. The Tenant-Owner Committee is appointed by the Board of Directors annually.
9. The Board may nullify any of the president's appointments and substitute or eliminate at its pleasure.
10. The president may allow committee chairmen to recommend their committee members. However, any such selections must be approved by the president subject to nullification by the Board.
11. Committees report to the Board, not to the Members nor to the Manager. They do not act independently of the Board and do not substitute for it. They do not make policy nor Village agendas.

### II. Board/Management Responsibilities

**The Board.** All powers and duties of the Association, except those granted to the owners by the documents, shall be exercised by the board of Directors.

**The Manager.** The Board has delegated authority to the Manager to act for the Association to:

- a. Supervise the maintenance, repair, replacement, administration and operation of the premises;
- b. Hire/discharge personnel;
- c. Collect assessments and fees;
- d. Secure compliance with documents;
- e. Enter into agreements for the purpose of maintaining the property;
- f. Enter into agreements for services as determined by the Association;
- g. Maintain accounts;
- h. Prepare and submit a proposed budget.

In all actions the Manager is accountable to the Board. He will prepare a clear, complete written report for each board meeting. The report should detail what has taken place since the last board meeting, what projects are underway and other items necessary to keep the board informed of the activities at Raintree.

When the board makes a decision, the manager will take the action necessary to implement it. If the policy is unclear, an interpretation should be requested.

**Individual or committee requests or recommendations** go to the manager who will assess them and take appropriate action. Appropriate action includes to approve, reject, reserve decision for research or refer to the board, and to notify the individual or committee head, in writing, of the decision. The manager will also take what action is required of the Association to implement decisions.

**Raintree employees and contract personnel** are under the primary supervision of the Manager. A designated Board member may exercise secondary supervision and otherwise oversee the employees.

The employees, on their own initiative, may do emergency work or routine maintenance but are to report to the manager any other needed repairs or improvements. The Manager or the designated Board member will then assess needs and assign work.

**The volunteers** of the numerous Raintree committees are encouraged to continue their efforts toward improving Raintree. Preventive maintenance, recreational activities, transportation, social functions, etc. add greatly to the community. Committee or individual suggestions are welcomed by the board. Maintenance proposals should be sent to the manager.

### **III. Maintenance Policies**

- A) If two panels of a wooden garage door need replacement, the door should be replaced with a door of compatible design.
- B) The Association will use only square terra cotta tile when replacing a front door stoop covering. If this is not a practical or workable choice for a particular unit, the manager will select another covering. An owner who wants a covering different from that chosen by the manager may petition the Board for a variance at the owner's expense.

### **IV. Board Policies for the Common Areas.**

#### **A) General**

Any person making changes to the common area which have not been approved by the proper authority (the board or by vote of the owners) will be required to undo the changes and restore the affected area at his/her expense. The board will not consider personal hardship, expense, friendship or sympathy where such changes have been made without specific approval or where they exceed in extent what was approved. The policy will govern plantings, constructions, decorations, statuary, mailboxes, removals, and any other alterations to the common area.

However, the Board may exercise some flexibility in what it approves due to the different needs within the community. For example, what is appropriate near a perimeter fence may not be appropriate by the pool. Nevertheless, the Board may not approve alterations retroactively.

*Approval by the Board means approval as recorded in the Board minutes, not merely consent by a committee or an unofficial agreement by several Board members.*

Proposals for changes to the common area may be initiated by the Board or by an owner.

#### a) Board

1. Must make changes to fulfill its maintenance responsibilities to the community.
2. Consistent with Declaration 8, may approve changes initiated by owners.
3. May initiate proposals for change to be sent to the membership for approval.

**C. Pet Policy**

1) Two (2) spayed and neutered domestic cats per unit to be always kept indoors and subject to State and County vaccinations and licensing laws.

2) No dogs allowed except for trained service dogs and certified emotional service animals (ESA's). Certified ESA's must meet the following Florida and Pinellas County statutes and codes.

A) Florida Statute 828.30 – All dogs, cats and ferrets 4 months or older must be vaccinated by a licensed veterinarian against rabies with a vaccine licensed by the US Dept of Agriculture for use in those species. The animal shall be revaccinated 12 months after initial vaccination and thereafter the interval shall conform to the vaccine manufacturer's directions.

B) Pinellas County Code 14-61 - All owners are required by law to obtain a license for their cat or dog with the County.

C) Florida Statute 760.27 – And House Bill 1084 regarding ESA's information from a proper health care professional which can be found at [ESADOCTORS.com](http://ESADOCTORS.com), must be completed and in compliance with the statutes and bill and submitted with the application by any Prospective Owner, Renter or Leasee in Raintree Village.

b) Owner

1. May propose changes either for personal or Association benefit. These proposals are subject to approval by the Board or owners, whichever group is appropriate.
2. Must get Board approval as to color, style, etc. before installing additions to the common area allowed by state statutes.
3. Must get Board approval before making changes to an apartment that affect the exterior appearance of the building.

## **B) Fence Policy**

It is Board policy to remove fences needing extensive repairs unless the owner of the unit desires to make such repairs at his or her own expense. If the fences are not properly maintained, they will be removed. In addition, front fences may be removed at the request of the owner of the unit. Once removed, they will not subsequently be replaced. New fences may not be installed by individual owners on community property.

Perimeter fences are the responsibility of the Board and shall be removed, repaired or maintained as needed and agreed to by the Board of Directors. Expenses related to perimeter fences are the responsibility of the Association. If owners wish to add privacy slats, they may be able to do so but only with prior Board approval.

The Board's desire to be as considerate as possible of the wishes of individual owners in the matter of fences (as of such other matters as plantings and parking) is secondary. The Board's primary responsibility is to maintain and administer the common areas for the benefit of the whole community, and that must always take precedence, as must cost and availability of funds. It is the Board, not the individual owner, which, in cooperation with the owner where possible, must determine what is appropriate.

Fence policy must always be a subsidiary part of general grounds maintenance policy and of budgetary requirements.

## **C) Grounds Policy**

It is the Board's policy always to consider the total impact of its actions with regard to maintaining the common areas. Not every item will be replaced with a like item, for example a tree with a tree, a shrub with a shrub, or a fence with a fence. Trees wrongly planted decades ago now often do damage to foundation, roofs, porches, driveways, or streets. A single tree may be a more suitable replacement for two or more trees - for example, a deciduous tree instead of a cluster of palms, or a desirable tree instead of two of undesirable type. These are Board and committee decisions, not owner's rights, which, as the Document make clear, are limited as rights to the inside of the unit. Owners' desires will be considered: but so will other such factors as overall landscaping, likelihood of damage, cost of installing (or removing), likelihood of proper care and watering by the owner, past history of installations for that owner, and expense of maintenance (even when the installation would be paid for by the owner).

## **V. Financial Matters**

**A)** As required by Florida Statute 718.111(13)(d)3, the Board will contract for an audit at least once every 3 years. A vote of the membership is required to waive the audit requirement in other years.

**B) Delinquent Assessment Policy** This policy applies to all assessments. Regular assessments are due and payable on the first day of each month. Special assessments are due and payable as determined by the Board of Directors.

A late fee will be charged on any assessment when no payment has been received by the 10th day after the due date. The amount of the late fee shall be \$25.00 for each delinquent month. For any delinquent assessment or installment of an assessment in an amount more than \$1,000, an administrative *fee* of 5% of the delinquent amount shall be added.

As per F.S. 718.116(3), any payment on account shall be applied in the following Order: first to any interest accrued by the association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

The Board of Directors may accelerate the remaining installments of an assessment. Acceleration means that if a delinquency occurs, then at the association's option, the monthly installments for the remaining months of that calendar year become immediately due and payable.

The following procedures will be used to process delinquent amounts payable to Raintree Village.

1. Reminder letter: Management shall notify the Unit Owner of any delinquent assessments, interest and late fees due by letter on or before the 20th day after the due date.
2. Collection letter: If a delinquency is not paid in full by the 10th day of the following month, the management Property Manager will send a letter indicating that payment in full must be received within 30 days to avoid referral to the association attorney to enforce collection.
3. The -Property Manager will provide copies of all letters and a report of all delinquent accounts as part of the Manager's monthly report.

**B) The disbursement of money** is the responsibility of the Board, which has delegated to the Manager authority to approve spending for normal services, for Board approved contracts or purchases, for employee expenses and for necessary maintenance and repair items. Major maintenance/repair expenditures must be approved by the Board. Small, recurring expenses (e.g., newsletter costs, stamps, printed forms, office supplies) have prior approval from the Board. Other expenditures should be approved by the Board.

## **VI. Miscellaneous**

### **A) Inheriting a Unit:**

- 1) Following the death of an owner whose apartment is inherited by non-residents, the Association Secretary will send a letter of condolence and provide information on how to contact the association regarding disposition or intent to occupy the apartment.
- 2) An heir must provide documentary evidence of ownership to the Tenant/Owner Committee at the time of interview.
- 3) When an apartment is inherited or in probate, and before complete legal evidence of ownership can be supplied, the Tenant/Owner Committee may temporarily accept partial evidence of ownership or status as a personal representative. During this transition period, if the presumptive heir or a delegate wishes to use the apartment to prepare it for occupancy, sale or lease, the Association may temporarily waive the Tenant/Owner interview requirement and the 55+ age restriction and allow him to occupy the apartment for up to sixty days. After a six-month period, no one may occupy the apartment without an interview and approval by the Tenant-Owner Committee. Final approval to occupy must await completion of legal evidence and requires Tenant/Owner Committee approval as provided in Declaration 13.1 A. In special circumstances the Board may allow additional days.

**B) Harassment:** The Board will act against harassers (as so defined by law) in an appropriate manner including such actions as sending a notice, giving a reprimand, notification of the police, arbitration, and legal action. Any employees of Raintree Village will be instructed concerning this policy. Either the offender or the victim may be a person working, residing, or visiting in Raintree Village. Harassment complaints shall be reported to the Board in writing and will be entitled to confidentiality and a written reply by the Board. The Tenant Owner committee must make known to prospective owners and residents the harassment/discrimination policies of Rain tree Village.

## **RULES AND REGULATIONS FOR RAIN TREE VILLAGE CONDOMINIUM, INC.**

(Revised 2/10, 2/17, 3/16 2004, 3/20/2007; 11/18/2008 and 3/16/2014)

Preamble. The following are established and set forth as Rules and Regulations, as amended and approved by the Board of Directors of Rain tree Village Condominium Association, Inc., this 21st day of October, 2003, pursuant to the provisions of Article 12.7 of the amendments to the Declaration of Condominium Ownership of Rain tree Village Condominium, Inc., which is duly recorded in the Public Records of Pinellas County, Florida, and found in o. R. 7858, pages 783 to 836 and subsequent records.

These rules apply to all residents and guests. Each of us promised when we were approved for residence in Raintree Village to be bound by them. (See Decl. 12.1 A, 12.7 and 12.8) With the exception of a few which the Board can easily enforce, they have little strength other than our personal integrity and commitment to our promises. *We the people acting through our rules and in accordance with our Documents:* that is the formula that makes our Village a pleasant place to live, keeps peace among neighbors, gives us success in keeping beautiful common areas, and enables us within affordable cost to provide the services which are our Village responsibility.

### **1. GENERAL RULES**

- A. Neither peddling nor soliciting is allowed in Raintree Village except for Association business or as approved by the Board. An estate sale may be conducted with prior Board approval in a unit that is being permanently vacated. It shall be limited to a single Saturday between the hours of 8:00 AM to 2:00 PM.
- B. Enterprises which affect Raintree Village by increasing traffic, creating noise, disturbing the tranquility, etc. are prohibited within Raintree Village except for Association business or as approved by the Board.
- C. No signs, banners or sales promotional material shall be visible within the boundaries of Raintree Village except the following: signs placed by the Association necessary for the conduct of official business, small signs which designate the family name or unit number, FOR RENT or FOR SALE signs displayed in accordance with the terms set forth in Rule 4 (A, B), one security system sign per unit which shall be placed against the building wall at the front entry door, and security system window decals.
- D. Unit numbers are required by City ordinance and must be six (6) inches high and visible from the curb line. New installations and replacements shall be centered above garage doors.
- E. No exterior antennas, aerials or satellite dishes are permitted.
- F. Outdoor drying of laundry is prohibited.
- G. A unit owner or tenant may use the common elements for the purpose for which they are intended in the furnishing of services and facilities provided he does not infringe on the rights or property of others.
- H. Damage or blemish to a common element by an owner, his guest or occupant, must be repaired by the owner at his expense. If not done satisfactorily, the Association may make the correction at the owner's expense.
- I. Garbage cans are to be kept in the garage.
- J. Residents and guests should observe a low noise period between 10:00 PM and 7:30 AM.
- K. The following replacement costs are in effect:
  - Condominium documents \$50
  - Clubhouse key \$10
- L. An owner or resident may make a written, signed report of a violation to the manager who will investigate and take appropriate action.
- M. Proposed alterations to the common elements as permitted in the Declaration are subject to approval by the Board. Appropriate plans, drawings and specifications for projects of individual owners should accompany the request for approval. All necessary permits are the responsibility of the owner. Substandard or unsatisfactory work must be corrected by the owner. The Board may establish standards, such as those listed below, for proposed alterations. Variances must be approved in advance by the Board.

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED  
IN CONDOMINIUM PLAT BOOK 18 PAGES 57-70 INCLUSIVE



**(1) AWNINGS** - New or replacement installations shall be brown corrugated metal. They will subsequently be included in the painting program of the Village, and the owner shall not interfere with their painting in the trim color of the building.

**(2) GUTTERS AND DOWNSPOUTS** - Installation, repair, maintenance, replacement and removal of gutters and downspouts are the responsibility of the Association and will be determined solely by the Board.

**(3) HURRICANE SHUTTERS** - The Board does not currently specify the types of permissible hurricane shutters. However, it retains the right to deny installations which it finds unacceptable. Accordingly, any owner wishing to install hurricane shutters **must** submit a request including detailed information and description to the Board specifying method and duration of installation. The requested type must be in conformity with all applicable codes. Its appearance and its effect on the building and building maintenance must satisfy the Board before permission will be granted.

**(4) MAIL SLOTS AND BOXES** - Mail slots will be the 11" size installed in the upper corner of the end panel of the second row from the bottom of the garage door. If a mail slot is installed it is requested that the mailbox be returned to the Association. Newly installed mail boxes will be placed on the apartment exterior wall either by the garage door or the front door.

**(5) MALIBU LIGHTS** - Shall not impede the lawn crew or be distracting to other residents.

**(6) PATIOS** – All proposed patio projects are subject to Board approval after the owner has submitted drawn specifications prior to construction. These projects shall: i) be in compliance with both Clearwater City code and the Raintree Village Association policies; ii) be constructed of patio block on a sand bed; iii) not interfere with lawn care or natural drainage patterns; iv) be of acceptable size; and 5) allow sufficient “green space” between neighbors.

**(7) ROOF VENTS** - New installations of roof vents are not permitted.

**(8) SOLAR TUBES** - Installation through the roof is allowed. Specifications and cost must be submitted to and approved by the Board prior to installation.

**(9) UNDERGROUND SPRINKLER SYSTEMS** - Automatic timers may be installed only with prior Board approval, with controls in the garage and only if set as Pinellas Co. and Raintree Village allow and recommend concerning amount of water used and times of use, and only if provided with a rain-sensor shut-off. The installer must be qualified and the unit owner must maintain the system, taking special care to repair leaks promptly. The system must not impede the lawn crew.

**(10) WATER SOFTENERS** - Existing outdoor units may be repaired or replaced with units of the same or lesser size. New installations are allowed only inside the apartment or garage and must discharge brine through an indoor sewer line.

**(11) WINDOWS, PORCH ENCLOSURE, FRONT STORM DOOR REPLACEMENT** - A unit owner may be permitted at his own expense to replace awning windows with like-kind, or with single- or double-hung type in the following cases:

- (i) a. Rear or side windows bordering a fixed pane. A 3-light horizontal picture slider (1/4-1/2-1/4 XOX is permitted.
- b. Front, upper or side windows NOT bordering a fixed pane. Sliders may be used on side windows.
- c. Replacement windows shall be of bronze finish.
- (ii) Rear porch enclosure shall be of bronze finish. Horizontal sliders are permitted.
- (iii) Balcony doors shall be replaced with like-style of bronze finish.
- (iv) Fixed panes in front in Live Oak units shall be replaced with like-kind.
- (v) Front screened areas and storm/screen doors shall be of bronze finish.
- (vi) Glass may be factory tinted in bronze or gray color. Mirrored surfaces may not be used inside or outside.
- (vii) The original configuration of spacers and other verticals shall be preserved, and the size of opening shall not be altered.
- (viii) Rear porch enclosures (windows and doors) shall match in color, unless the Board approves an exception.
- (ix) The intent of the foregoing rules is to preserve the original architectural plan of Raintree Village as much as possible.
- (x) **PRIOR BOARD APPROVAL IS REQUIRED** (see Declaration 8.1 D and 8.2 B (2)). In addition, all wood trim removal and replacement, painting, waterproofing, stucco repair and building permits shall be the owner's responsibility, and all work shall be done to meet Code requirements.

- N. A change in color of buildings, entry doors or roof shingles is a material alteration and requires approval by a membership vote in accordance with the documents. Front entry doors shall be painted only by the Association.

Building colors are determined by the colors of the roof shingles. Three color combinations, referred to as tan, gold and green, are used. TAN buildings have dark green entry doors, dark brown roof shingles and dark brown trim. GOLD buildings have dark red entry doors, dark gold roof shingles and dark gold trim. GREEN buildings have dark red entry doors, dark gray roof shingles and dark green trim. The clubhouse and shed are the same GREEN color combinations as those used on the residential buildings. Those roofs shall be changed to conform to the color pairings the next time the roofs are replaced.

Plain stucco (swirled), horizontal design stucco and rear porch panels are body color. Vertical design stucco (except simulated brick and rock), balconies, window trim, windowsills, upper side of awnings, fences, wood trim, gutters and the south garage walls of buildings 1600, 1700 and 1900 are painted the trim color. Downspouts are painted the background color.

- O. All committees are appointed by the President and/or the Board and are responsible to the Board. They make recommendations to the Board but do not act without specific instructions by the Board.
- P. Raintree Village contractors or personnel who enter an unoccupied unit must leave an ID notice of such entry.
- Q. If two panels of a wooden garage door need replacement, the door would be replaced with a steel door of compatible design.
- R. The dumpster may not be used by residents. The costs involved in the improper use of the dumpster must be paid by the violator.
- S. When a unit is required to be vacated for termite tenting, the occupants may be subsidized up to \$50 per unit per night for lodging upon presentation of a hotel or motel receipted statement to the Board. Lodging arrangements for pets is the occupant's responsibility.

## **2. VEHICLES/PARKING**

- A. A speed limit of ten (10) miles per hour is established within the boundaries of Raintree Village.
- B. A driveway leading to an apartment must be kept free of obstruction so as not to limit the resident's use of his apartment.
- C. Only vehicles of residents may be parked permanently on Raintree property. Vehicles of guests, service personnel and those conducting business in the Village may be parked on the premises for the duration of the stay. All vehicles must a) conform to the Raintree Village parking regulations, be small enough to fit in the garage, be used primarily for private transportation, display no markings (other than ordinary decals or bumper stickers) advertising private commercial ventures or b) be service vehicles in Raintree on a temporary basis. Exceptions to these rules are noted below. Only vehicles meeting these conditions are authorized to park in Raintree village. Unauthorized vehicles are subject to being towed from the property. Any cost to the Association by this action will be borne by the owner of the vehicle or, if the owner is a guest, by the occupant host.
- D. Motorcycles must be stored in the garage and may be ridden in Raintree only between the residence and the nearest entrance. Motorized medical conveyances are a recognized exception for some residents and may be operated (with caution) throughout the Village.
- E. Guests and residents may park recreational vehicles in the clubhouse parking area a maximum of two (2) consecutive nights. No one may live in the vehicles while on Raintree property. The Association must be notified where the owner may be reached in case of an emergency.
- F. Boats and utility trailers are prohibited.

- G. The residents of a unit may park two (2) cars on the premises. One car should be parked in the garage, the other on the driveway. In case of hardship a resident may petition the Board to have a third car or to park in a guest parking space. If permission is granted, the owner must register the vehicle with the Association, which may assign a parking area. There shall be no more than three (3) motor vehicles per unit.
- H. On-street parking is prohibited except for service vehicles, cars with "handicapped" tags and other short term parking needs. The parked vehicles must not impede traffic nor limit access to driveways. Parking on the lawn and overnight street parking are not allowed.
- I. Guest parking spaces are primarily for the use of visitors to Raintree Village. Residents may use guest spaces briefly for their convenience. All other uses by residents require prior Board permission and a decal obtainable from the manager, which must be renewed in January of each odd-numbered year. Because the configuration of the driveways of buildings 1600, 1700 and 1900 is such that entrance to the garages is often impeded and because unit 2706 has no garage, residents of those units are permitted by the Board to have one decal per unit.
- J. Repair of vehicles is limited to resident's vehicles. It must be done in the garage or driveway without causing undue noise or pollution.
- K. Car washing on the premises is limited to vehicles of Raintree Village residents who must observe water use regulations. If a hose is used, it should have an automatic shutoff nozzle.

### **3. PLANTINGS**

Legally, everything in Raintree Village except the individual apartments and their contents belongs to the Association. Historically, the Association has been permissive in allowing individuals to use common property for their own use or pleasure. This practice has been beneficial in many ways including the cultivation of many fine gardens which beautify the Village and make it an enjoyable place to live. Unfortunately the practice has also resulted in unsightliness and expense to the Association because of inappropriate planting or negligent care. To properly rectify these issues is very expensive. Residents of Raintree Village can help by observing the rules regarding plantings. Rule 3.C. contains a list of shrubs that may no longer be planted in Raintree Village

- A. Declaration 5.2 defines Common Elements as "That portion of the Condominium Property not included in the apartments, and all personal property as may be owned by Association from time to time." This means that all trees, shrubs, bushes, flowers and grass planted in Raintree property are part of the common elements and belong to the Association, not to individual owners, regardless of who planted them, and the Association has ultimate responsibility for their care and maintenance. Individuals may not dictate to the Association or its employees how these plants are to be maintained.
- B. The Association grants residents permission to maintain gardens in the common areas immediately adjacent to their units [see Declaration 8.2 A (2)]. The resident is responsible for the care of the garden and may plant or remove approved plantings as he wishes. Large shrubs, trees and unsuitable plants are prohibited as are plants that may interfere with maintenance or painting or cause damage to buildings, pipes, walks, etc. Vegetation should not touch the wall. The Association will assume care of the garden if it appears to be neglected by the resident or is deemed inappropriate by the Association. The cost to restore the area shall be borne by the owner. [See Declaration 8,2 B (1)]
- C. The following problem plants may no longer be planted in Raintree Village: avocado, bamboo, Brazilian pepper, cactus, carrot wood, century plant, ear tree, ficus, fruit trees, Italian cypress, jacaranda, oleander, papaya, rubber plant, schefflera, split leaf philodendron, torulosa and, except on the perimeter chain link fences, vines and bougainvillea.
- D. Rocks or stones may no longer be used for landscaping in Raintree Village. Bricks or similar materials for edging are allowed in the garden area except where they may interfere with lawn care.
- E. If a resident does not wish to keep a garden the Association will assume control, choose plantings and maintain the area, subject to the provisions of the Declaration 8.2B (2). Residents who wish to maintain their own gardens must install red reflectors in those areas.
- F. An individual who wishes to care for preexisting trees or bushes outside the garden area must have permission from the Board and must agree to abide by the Association's rules for tree and shrub care. The individual will not be reimbursed for any expenses involved with the care.

- G. The care of any of the common elements maintained privately will revert to the Association if, in the opinion of the Association, they are not properly maintained. (See B above)
- H. Planting on Raintree property is the responsibility of the Association. Individual residents may plant only in the gardens or with specific prior permission from the Board and must adhere to the guidelines set by the Association.
- I. **RAINTREE TREE/SHRUB REGULATIONS**
  - 1. Shrubs and bushes inside and adjacent to the perimeter fences shall be maintained as follows: On the north and east sides at seven feet. On the south and west sides at ten feet.
  - 2. Except at porches hedges under windows may be no higher than window sill height.
  - 3. Other hedges in the village shall be maintained between 3 and 4 feet in height.
- J. Because records are incomplete it is difficult to determine who is responsible for many of the plantings in Raintree Village. Therefore, the Association accepts legal and financial responsibility for all vegetation in the common elements prior to October, 2003. After this date an owner may be held responsible for new garden plantings or new, unauthorized plantings in the common area.

#### **4. SELLING OR RENTING A UNIT**

- A. If a unit is for sale the owner or his agent may display OPEN HOUSE and FOR SALE signs, professionally made and no larger than 18" X 24", at the Village entrances and on the lawn in front of the unit between 12:00 noon and 4:00 P. M. on Saturday and Sunday afternoons.
- B. A professionally made FOR RENT or FOR SALE sign no larger than 18" X 24" may be displayed inside not more than one street side window per side.
- C. The seller is responsible for compliance with Association parking regulations.
- D. The unit owner must provide a prospective buyer or tenant with a set of current condominium documents no less than 48 hours prior to the Tenant/Owner Committee interview.
- E. Buyers receive the owner's clubhouse key at the time of closing. Tenants receive a key upon approval by the Tenant/Owner Committee.
- F. A seventy-five dollar (\$75.00) non refundable screening fee must accompany each application for the screening of prospective owners/occupants by the Tenant/Owner Committee.

#### **5. MEETINGS**

- A. Notices and agenda of meetings of the Board or of Committees acting for the Board are to be posted on a bulletin board in the clubhouse at least 48 hours prior to the meeting. Agenda items can be removed only upon resolution by the Board or Committee. All unresolved agenda items will be carried forward to the next meeting as unfinished business.
- B. An owner or resident may speak, submit material to introduce, clarify or explain a subject, and otherwise participate in a Board or Committee meeting. Anyone may have a topic placed on a meeting agenda upon written request to the Secretary made not less than five days prior to the meeting, specifying the topic to be presented and introducing enough supporting material to enable Board members adequately to consider or research the topic. Comments and written material should be pertinent to the topic under consideration and the presiding officer may, at his/her discretion, limit the time a person may speak.
- C. Recording a meeting on tape or video is permitted with approval from the President or Chairman. Stationary equipment must be used. The presiding officer may order removal of the equipment if it becomes disruptive to the meeting.
- D. Meetings of the Board of Directors are scheduled for the third Tuesday of each month. Exceptions are posted.
- E. Robert's Rules of Order is the standard for the conduct of Member meetings and Board of Directors meetings in Raintree Village except where Florida law or our documents prescribe otherwise.

#### **6. PETS**

No animals or reptiles are permitted to live on the premises except the following: a) neutered domestic cats [no more than two (2) per unit] which are confined entirely indoors; b) trained

guide animals such as seeing eye dogs. Any violation of this rule may result in the removal of the animals from Raintree Village. Pets accompanying guests of residents are permitted to visit for a maximum of two consecutive nights per visit. They must be leashed when walked and any droppings must be collected immediately. No animal may be boarded in Raintree Village for a nonresident. Stray animals must not be fed.

## **7. MAINTENANCE**

- A. Maintenance requests and complaints should be written, signed and directed to the manager either by mail or by deposit in the manager's box in the clubhouse. In an emergency maintenance situation telephone the manager immediately. If the manager is not available, contact a Board member. Even though the work might possibly be an expense of the Association, approval by the manager/Board member must be obtained before work begins for the Association to assume financial responsibility.
- B. Grounds maintenance personnel receive their instructions from the manager who follows the regulations established by the Board. Individuals may not dictate to the Association or its employees how the grounds are to be maintained.

## **8. RECREATION FACILITIES**

- A. Smoking (Including Electronic Cigarettes) is prohibited in the clubhouse and on the pool deck; smoking is permitted on the outdoor clubhouse deck where containers have been provided.
- B. The clubhouse is open to residents daily between the hours of 7:00 AM and 11 :00-PM. The pool is open daily from dawn to dusk.
- C. The pool hours between dawn and 10:00 AM and between 7:00 PM and dusk are reserved for adults only.
- D. Children fourteen (14) years and under must be accompanied by an adult in ALL recreation areas (pool, clubhouse, shuffleboard court, etc.). Children under three (3) years of age are NOT allowed in the pool. Any person, regardless of age, wearing a diaper is prohibited from using the pool.
- E. Rafts, water toys, flippers, etc. are not allowed in the pool or pool area, except for small exercise equipment (such as noodles).
- F. Diving is prohibited, because of inadequate pool depth, by the Pinellas County Board of Health and by Raintree Village. Running, jumping, shoving, pushing, or other boisterous conduct in the pool area are not allowed.
- G. There are no lifeguards. Use the pool at your own risk.
- H. Regular swimwear is required in the pool. To avoid costly maintenance of the filtration system, persons with shoulder-length hair must pin up or tie hair securely.
- I. Persons must not enter the pool after applying oils or lotions or if they have open wounds or sores.
- J. Residents and guests must cover up when walking to and from the pool.
- K. Glass containers are not allowed within the pool area.
- L. Residents are responsible for cleaning all recreation areas after using them. This includes emptying ash trays. Containers are provided for this purpose.
- M. The clubhouse must not be entered in bare feet or wet swimwear. Enter showers and restrooms through the rear (East) entrance. Restrooms in the clubhouse are for the use of residents while at the pool or clubhouse and are not to be used for a daily hygienic function such as shaving or brushing teeth.
- N. No equipment may be removed from the clubhouse or the pool area for use at one's residence except for temporary use and with permission from a Board member.
- O. An owner/resident may reserve the clubhouse for a private gathering. A reservation form (available from the Treasurer or at the office) must be completed and approval obtained from a representative of the Board. If a non owner makes the reservation the owner will be notified. Approval is subject to the following conditions.
  - a) Residents and their guests have access to the clubhouse during the approved times, including when private parties are in progress.
  - b) Reservations for private parties do not include use of the clubhouse deck or pool.

- c) A non refundable \$25 maintenance fee and a \$75 security fee (refundable after the event if the building is restored to a clean and orderly condition) are required at least two weeks prior to the reservation date. If the damage exceeds the security fee the owner is responsible for the balance. An additional ten dollars (\$10.00) is imposed if a set up and take down of extra tables and chairs by the Association is needed.
  - d) A member of the host family must be in attendance during the entire event.
  - e) Compliance by guests with Raintree parking regulations is the responsibility of the host family.
  - f) Disposable items in the clubhouse such as plastic plates, cups and cutlery are the property of Raintree Village and are not to be used for private gatherings.
  - g) The family of a deceased Raintree resident will incur no financial obligation when using the clubhouse for a memorial gathering but must comply with the other conditions listed above. Residents are asked to limit their use of the clubhouse during a private gathering.
- P. Courtesy is expected of all residents in the number and frequency of guests using the recreation facilities. Residents not actually in residence may not have guests except family members approved in advance by the Board.

## 9. DELINQUENCIES

For any delinquent assessment or installment of an assessment in an amount more than \$1,000 an administrative *fee* of 5% of the delinquent amount shall be added. In addition, any remaining delinquent amount shall bear interest at the highest rate allowed by FS 718.116 (3) and all payments shall be applied as there provided.

## 10. RECORDS

Official records of the Association as defined by Florida statutes are open to inspection by any Association Member or the authorized representative of such Member upon mailed notice to the Secretary of the Board at the Association address and in accordance with requirements as set forth in the Florida Statutes. The right to inspect such records includes the right to make or obtain copies at the expense of the Member at the amount allowable by law.

## 11. ENFORCEMENT

Rules are made for the safety and convenience of Raintree Village residents and their guests, and every owner/tenant agreed to abide by these documents at the time of their interview. Each resident must accept responsibility for his own and his guests' compliance with these documents. Securing compliance with these Rules and Regulations is a responsibility of the Board, while fulfilling this responsibility requires the active participation of everyone, including all residents of the community and the Property Manager. Persistent non-compliance by any resident, after notification from the Board or by the Manager, may be subject to legal action. If judgment is found for the Association, the **owner** of the unit will be liable for all legal fees (court costs and attorney fees), per Declaration 20.5.

**AMENDMENTS TO  
DECLARATION OF CONDOMINIUM OWNERSHIP OF  
RAINTREE VILLAGE CONDOMINIUM**

This is a Declaration of Condominium made this 11th day of June, 1974, by ROTHMOOR ESTATES, INC., a Florida Corporation, hereinafter called "Developer", for itself and its successors, grantees and assigns.

WHEREAS, Developer is the owner in fee simple of certain real property hereinafter described, and desires to submit said real property along with the multi-unit apartment building which is located on said land to Condominium Ownership, in accordance with Chapter 711 (1967), Florida Statutes, as amended, and hereinafter referred to as the Condominium Act.

WHEREIN, the Developer makes the following declarations:

1. Property Placed in Condominium Ownership. The following described property, hereinafter referred to as Condominium Property, is submitted to Condominium Ownership:

1.1 Real Property. That certain real property, the legal description of which is attached hereto, and by reference made a part hereof as Exhibit #1-A .

1.2 Improvements located Thereon. All improvements erected or installed on said land, including 26 buildings containing 110 Apartments.

2. Successor. Raintree Village Condominium, Inc., A Retirement Community, is the successor, grantee, and assign of the Developer. The remainder of this Declaration includes all amendments made by said successor to the Developer's original declarations. The provisions of the Condominium Act, as presently existing or as it may be amended from time to time, including the definitions therein contained, are adopted and included herein by express reference unless specific, permissible alternate provisions are present in these documents.

3. Name. The Condominium previously identified by the name of Raintree Village Condominium with the address of 2101 Sunset Point Road, Clearwater, Florida 33515 and subsequently known as Raintree Village Condominium, A Retirement Community shall henceforth be known as Raintree Village Condominium, Inc.

4. Name of Condominium Association. The name of the Condominium Association is Raintree Village Condominium, Inc., a Florida corporation not for profit, and hereinafter referred to as "Association". The operation of the Condominium Property shall be governed by the By-Laws, Articles of Incorporation of Association, and Rules and Regulations, and by the provisions set forth in this Declaration.

5. Definitions. The terms used herein, and in the By-Laws, Articles of Incorporation of Association, and Rules and Regulations, shall have the meanings stated in the Condominium Act and as follows:

5.1 Apartment means unit as defined by the Condominium Act, and Apartment should be construed as Condominium Parcel whenever the context so implies.

5.2 Common Elements. That portion of the Condominium Property not included in the Apartments, and all personal property as may be owned by Association from time to time.

5.3 Condominium Parcel. The Apartment, together with an undivided interest in the common elements appurtenant thereto.

(Condominium Plats pertaining hereto are recorded in Condominium Plat Book 18, pages 57 thru 70 INCL.)

5.4 Owner. That person or entity owning an Apartment.

5.5 Condominium. This means all of the Condominium Property as a whole.

5.6 Raintree Village. A residential condominium development.

5.7 Member. An Owner who is a Member of the Association.

5.8 Common Expense. Common Expenses shall include:

A. Administration. Expenses of administration of Association, expenses of maintenance, operation, repair or replacement of any or all of the common elements, and of the portions of Apartments to be maintained by Association.

B. Declared Common Expense. Expenses declared common expenses by provisions of this Declaration or by the By-Laws.

C. Others. Any valid charge against the Condominium Property as a whole.

5.9 Singular, Plural, and Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

5.10 Common and Recreation Areas. Those portions of the Raintree Village project whether specifically included in a building or being portions of the ground or improvements thereon outside the dedicated condominium parcel, the use of which has been made available to all of the residents of Raintree Village at their own risk.

6. Development Plan. The Condominium Property is described as follows:

6.1 Survey and Plot Plan. A survey of the land showing apartment buildings placed thereon is shown in Exhibits #1-A thru #1-N (in Condominium office).

6.2 Improvements. Improvements upon the land include and will be limited to the following:

A. Apartment Buildings. The Condominium Property includes 26 apartment buildings containing 110 total apartments.

B. Other. Recreation building, swimming pool, shuffleboard court, and maintenance shed.

6.3 A. Apartment Unit Boundaries. Each Apartment shall include that part of the building containing the Apartment that lies within the following boundaries:

1. Upper and Lower Boundaries. The upper and lower boundaries of an Apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundary. The horizontal plane of the undecorated finished ceiling.

(b) Lower Boundary. The horizontal plane of the undecorated finished floor.

2. Perimetrical Boundaries. The perimetrical boundaries of the Apartment shall be the vertical planes of the undecorated finished interior of the walls bounding the Apartment extended to intersections with each other and with the upper and lower boundaries.

B. Recreation Area Boundaries. See Exhibits #1-A & #1-D (in Condominium office).

6.4 Alteration of Apartment Plans. No change of the interior design and arrangement of any Apartment or alteration of the boundaries between Apartments shall increase the number of Apartments nor alter the boundaries of the common elements nor the boundaries of any Apartments without amendment of this Declaration by approval of the Association, Owners and owners of mortgages in the manner elsewhere provided in Paragraph 16 hereof, provided that said changes allowed herein shall not constitute any major structural changes in the building.



6.5 Easements are reserved through the Condominium Property as may be required for utility services in order to serve the respective Owners; provided, however, such easements through an Apartment shall be only according to the plans and specifications for the apartment building unless approved in writing by the Apartment Owner.

7. Condominium Building.

7.1 Plans. The apartment buildings are each particularly described on the exhibits available for view in the Condominium office.

- A. Exhibit #1F-#1N showing floor plans and elevations.
- B. Exhibit #1-A, certificate of Engineer.

7.2 A. Appurtenances to Apartments. The Owner of each Apartment shall own a share and certain interest in the Condominium Property which are appurtenant to his Apartment, including but not limited to the common elements and common surplus.

B. Percentages of Ownership. The undivided share in the land and other common elements and any common surplus which is appurtenant to each Apartment is as follows:  
(SEE THREE PAGES AT END OF DECLARATION)

8. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof shall be as follows:

8.1 Apartments.

A. By the Association.

(1) The Association, at its expense, shall maintain, repair, or replace any portions of an Apartment or porch, except interior surfaces, contributing to the support of the Apartment building. These portions shall include but are not limited to load-bearing columns and load-bearing walls, conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portion of the Apartment Building maintained by the Association, and all such facilities contained within an Apartment which service part or parts of the Condominium property other than the Apartment within which contained. See also specific allocations of responsibility in Declaration 8.1 C.

(2) The Association, at its expense, will repair damage to an Apartment or porch resulting from structural defects of the building, negligence of the Association or its agent, or damage resulting from the Association's performance of its maintenance responsibility described in Paragraph 8.1 A (1). However, the Association is not liable for damage to furnishings, decorations, or wall, floor, or ceiling coverings, all of which are the responsibility of the owner.

(3) Notwithstanding the above, the Association, in its sole discretion, may assume or share expenses for damage to an apartment resulting from repeated failure by the Association to correct a problem at a site.

(4) Renovation and painting of the inner courts of buildings 500 and 2400 are performed by the Association on the schedule and in the same color as the exterior portions of those buildings. Affected unit owners may renovate and paint their own inner courts in any color but quality and frequency are subject to inspection and may not be inferior to the Association's building maintenance. All other bearing walls exposed to the air may be included in the six-year painting schedule without color choice at the prior request of the individual owners.

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B. By an Apartment Owner. The responsibility of the Owner shall be as follows:

(1) Successor owners of an Apartment regardless of the method of acquisition assume the maintenance and financial obligations of the previous owners.

(2) The Owner shall be responsible for the maintenance, repair and replacement of all items not specifically designated in the Declaration of Condominium, the By-Laws, or the Articles of Incorporation as being the responsibility of the Association. If an Owner fails to reasonably maintain, repair, or replace items for which he is responsible, the Association may, in its sole discretion, perform the maintenance, repairs, or replacement, in which case the Owner shall be responsible for all expenses, including the costs of collection, attorney's fees and costs. In the event the Owner fails to pay the amount due herein, after demand made by the Association, it shall become a lien upon the apartment and may be collected and enforced in the same manner as assessments as provided in the Declaration of Condominium, By-Laws, or Articles of Incorporation.

(3) An Owner may not paint or otherwise decorate or change the appearance of the exterior of the Apartment Building, except to display the apartment number and/or resident's name or for temporary displays such as those at a holiday season, without permission from the Association. A change to an apartment or porch, such as a porch enclosure, which affects the exterior appearance of the building, may be made only after approval has been granted by the Board of Directors.

C. Specific allocations of responsibility between the Association and the Apartment Owners:

ASSOCIATION	OWNER
Awnings replaced by RTV at 1600F, 1700F, 1900F, 2504 R	Air conditioning/heating equipment and ducts (inside or outside the apartment)
Bug and pest control - exterior	Appliances, inside or outside
Bug and pest control – interior if structural damage may occur, e.g., termites, carpenter ants	Attic stairways
Building repair - exterior	Awnings (except substitutions on 1600F, 1700F, 1900F, 2504R)
Chimney and cap	Bug and pest control - interior
Clubhouse maintenance	Chimney cleaning
Doors - solid wood exterior	Contents of the Apartment
Drainage of common elements	Doors - all except those listed under Association
Driveways	Door hardware and mechanism
Dryer vent cleaning	Expense of damage to Common Elements caused by a resident or guest
Fences	Floor, wall, and ceiling covering (inside Apt)
Fertilization, insecticide & fungicide (except private plantings)	Garage door openers and hardware
Fire equipment - exterior	Garage door screen extension panels
Garage overhead door except hardware	Glass and screens
Gutters and downspouts	Hot water heater
Hose connections - exterior	Hurricane shutters
Irrigation system installed by Association	Insulation
Lawn maintenance	Interior maintenance of porches
Light fixtures - exterior (except owner installed)	Irrigation system installed by Owner
Lighting - street	Mail slots and mail boxes
Mulching (except private plantings)	Painting and decorating - inside Apartment
Painting - exterior	Patio - front or rear
Painting of awnings to trim color of building	Plantings by Owner
Plumbing to boundary of unit	Porch enclosures, including screens, windows, and hardware
Pool and equipment	Range hood ventilators
Rat infestation	Screens
Roof leaks	Sewer blockage caused by occupant
Roof replacement	Shower pan leaks and resulting damage
Roof vents (except power)	Smoke alarms
Sewer blockage not caused by occupant	Solartube - hardware and damage
Streets	Walls and partitions- non-supporting, inside Apartment
Termite treatment (dry wood and subterranean)	Water softeners
Trees and shrubs (except private plantings)	Window hardware and mechanism
TV - bulk cable	Wiring inside Apartment
Walkways	Wiring installed by Owner
Walls and columns - load-bearing	
Window and door leaks, structural	
Wiring outside Apartment (except installed by owner)	

D. Alteration and Improvement. The installation, alteration, or removal of awnings, hurricane shutters, solar tubes, lamps and similar improvements is not a material alteration to the common elements and may be performed with the written consent of the Board of Directors. The Board may adopt specifications for these improvements governing color, style, and other factors which it deems relevant. Neither an Owner nor the Association shall make any alterations in the portions of an Apartment or Apartment building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, without first obtaining approval of seventy-five (75) percent of the Owners of the Association. A copy of plans for all of such work prepared by an Architect or Engineer licensed to practice in the State of Florida shall be filed with the Association prior to the granting of such approval. Alterations must be made in accordance with all applicable codes. Permits must be obtained as required.

## 8.2 Other Common Elements.

### A. Association.

(1) The Association is responsible for the repair, maintenance, replacement, modernization, and operation of the common elements.

(2) The Board may also approve requests for changes to the property which are permitted by State Law or the Raintree Village documents and which in the Board's judgment neither limit nor impede the use or maintenance of the common elements.

(3) There shall be no other alterations of common elements without the prior approval, in writing, or by vote of members present or by proxy at a membership meeting, of not less than seventy-five percent (75%) or the total voting interests.

(4) The Board of Directors may require that any and all requests by an Owner under this paragraph be accompanied by plans and specifications for the proposed changes. All Owner proposed changes that are approved by the Association shall, in addition, be in accordance with all applicable municipal codes, and the Owner shall obtain all permits required by any municipal authority prior to the beginning of construction.

### B. Apartment Owner

(1) If an Owner or Occupant makes a change to the common elements, with or without permission of the Association, or by his action or inaction alters or damages property or otherwise causes expense to the Association, the cost of maintenance, repair, replacement, or restoration of the common elements shall be the responsibility of such Owner and shall be paid for by such Owner upon demand of the Association. In the event such payment is not made by the unit Owner after demand by the Association, such costs shall thereupon become a lien upon the unit and may be collected and enforced in the same manner as assessments as hereinafter provided in the Declaration, By-Laws, or Articles of Incorporation.

(2) If changes to the common elements made by Owners are not approved by the Association, are not properly maintained as deemed necessary by the Board of Directors, or if they do not conform with the approval previously given by the Association, the Board of Directors, in its sole discretion, may repair or remove the improvement at the Owner's expense. The Association may enforce the Owner's obligation to pay the expense as set forth in paragraph 8.2 B (1) above.

9. Assessments. The making and collection of assessments against Owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

9.1 Share of Common Expense. Each Owner shall be liable for a proportionate share of the common expenses.

9.2 Interest, Penalties; Application of Payments. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest or be assessed late fees. All sums not paid on or before ten (10) days after the due date shall bear interest and be assessed penalties at rates permitted by the State of Florida and as promulgated by the Board of Directors from the due date until paid. All payments on account shall be applied as allowed by law.

9.3 Lien for Assessments. The statutory lien for unpaid assessments shall also secure all expenses incurred by the Association including attorney's fees, loss of monies and the interest thereof used in connection with notification, filing, collecting and enforcing such a lien. Such a lien shall be filed not more than forty-five (45) days after the due date.

9.4 Reimbursement of Association. The Owner shall reimburse the Association for all additional expense incurred by the Association in repairing a building, which was incurred as a result of alterations or modifications made by the Owner.

## 10. Members of Association.

10.1 Qualification. The members of the Association shall consist of all of the record Owners of Apartments.

10.2 Change of Membership. Change of membership in the Association shall be established by recording in the public records of Pinellas County, Florida, a deed or other instrument establishing a record title to an Apartment in the Condominium. The Owner designated by such instrument thereby shall become a Member of the Association, and the membership of the prior Owner shall be terminated. Notwithstanding the above, the membership shall not be changed nor shall the new Owner be entitled to vote until the new Owner is approved as set forth herein.

10.3 Voting Rights. Members of the Association shall be entitled to cast one (1) vote for each Apartment owned by them. In case of multiple ownership, one of the Owners shall be registered as the Designated Voter, and only the Designated Voter shall vote.

10.4 Restraint Upon Assignment of Shares and Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance of his Apartment.

11. Taxes. Real property taxes shall be assessed and collected on the Apartments, and not on the Condominium Property as a whole. In the event a real property tax is assessed against any of the Condominium Property, the said tax shall be deemed as part of the common expense.

12. Use Restrictions. The use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists and so long as the Apartment building exists in a useful condition on the land.

### 12.1 Apartments.

A. Eligibility for Occupancy. No person who refuses to be bound by the provisions of this Declaration, or the Articles of Incorporation of Raintree Village Condominium, Inc., the By-Laws, and the Rules and Regulations shall be approved for occupancy of an Apartment. Nor shall any family nor any additional person whom the Owner shall later wish to occupy the Apartment be eligible for occupancy unless it/he/she satisfies the requirements in Paragraphs 12.1 B, C, E, and F.

B. Age Limitation on Residents. The occupancy of any of the units is hereby limited at all times to natural persons as follows: At least one occupant of each unit shall be at least fifty-five (55) years of age. Exceptions are granted to adult (18 years of age or older) heirs, residents or Owners upon the death of the resident who met the age requirement.

C. Family Unit. Each of the Apartments shall be occupied only by a single family, and guests, as a residence and for no other purpose. In accordance with the U.S. Supreme Court ruling, Village of Belle Terre vs. Boras (416 US 2) a single family shall be defined as "one or more persons related by blood, marriage or adoption, or no more than two unrelated persons living and cooking together as a single housekeeping unit". Permanent occupancy in a unit is limited to two persons per bedroom.

D. Integrity of Units. No Apartment may be divided or sub-divided into a smaller unit, nor any portion thereof sold or otherwise transferred, without first properly amending this Declaration to show the changes in the Apartments to be effected thereby. Any change must also conform to Paragraph 8.2.B. and all other stipulations of this Declaration.

E. Guests. Any person not a member of the accepted single family unit is considered to be a guest and is limited to a stay of sixty (60) days per year. The Owner and the occupant of an Apartment are responsible for their guests' observance of the Rules and Regulations. Absent residents may not have guests unless approval has been granted in advance by the Board of Directors. This paragraph shall not preclude the Board's making special provisions for emergencies.

F. Children. Children under the age of eighteen (18) shall not be permitted to live as residents, but may visit as guests.

G. Access. Raintree Village has the right of access to a unit. The owner will provide the association with a key to the unit to allow entry in emergency situations or for essential services.

H. Multiple Owners or Heirs. If multiple persons buy or inherit an apartment, these persons must designate a person or entity to represent them in dealings with the Association. Additionally, one person and the immediate family of that person shall serve as the primary record owner of the apartment. The primary occupant will have sole rights of occupancy of the apartment as well as the privileges and responsibilities that ownership offers. These rights will continue until such time as the apartment is sold or a different primary record owner is selected but in any event not more than once a year.

12.2 Common Elements. The common elements shall be used only for the purpose for which they are intended in the furnishings of services and facilities for the enjoyment of the apartments subject to the provisions of these documents. (See esp. Declaration 8).

### 12.3 Offenses.

A. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All part(s) of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Apartment Owner shall permit any use of his Apartment or make any use of the common elements which will increase the rate of insurance upon the Condominium property or increase the maintenance costs.

B. Harassment. Harassment and discrimination recognized as such by the laws of the United States, the State of Florida, or lesser jurisdictions to which Raintree Village and its residents are subject will not be tolerated. The Association's manner of dealing with harassment is specified in the By-Laws, Rules and Regulations, and Board Policies.

C. Towing. The Association has the right to have unauthorized or improperly parked vehicles towed at the owner's expense.

12.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part thereof; and all valid laws, zoning, ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.5 Leasing. After approval by the Tenant-Owner Committee elsewhere required, entire Apartments may be rented, provided the occupancy is only by the Lessee and his family or guests. No rooms may be rented except as part of the leasing of an entire Apartment. No rental shall be for a period of less than six (6) months, except that extensions for a shorter period may be approved.

12.6 Pets. No more than two (2) neutered domestic cats confined entirely indoors are permitted. No other animals or reptiles are permitted on the premises except those living in Raintree Village prior to April 1, 1979, which may not be replaced upon their demise or departure. Pets accompanying guests of residents will be permitted to visit for a maximum of two nights. Dogs must be on a leash when walked and any droppings must be collected immediately.

12.7 Regulations. Rules and regulations concerning the use of the Condominium property have been promulgated by the Board of Directors. A copy of the current Rules and Regulations is attached hereto. These Rules and Regulations have been exhibited to each Owner and are recognized as being for the benefit of the Owners and Occupants of Raintree Village Condominium. Guests, as well as permanent occupants must abide by them. The said Rules and Regulations may be changed or amended by obtaining the approval of either two-thirds of the Owners or by a majority of the Board of Directors of the Association.

12.8 Enforcement. Rules are made for the safety and convenience of Raintree Village residents and their guests. Each resident must accept responsibility for his own and his guests' compliance with these Documents. Violations will be dealt with by the Board.

### 13. Conveyances, Leases and Mortgages.

#### 13.1. Tenant-Owner Committee.

A. Approvals. All approvals required hereunder shall be made by the Tenant-Owner Committee of five (5) members, which shall be appointed by the Board of Directors. Said Committee shall have the responsibility of approving all prospective Owners and Occupants of any of the Apartments in this development, whether they are being purchased, received as gifts, inherited, leased, or otherwise coming into the possession of said persons or being made available to them for their use. Only persons who have been interviewed and approved by the Tenant-Owner Committee shall be permitted to be permanent residents of Raintree Village. It shall be the responsibility of the Owner to arrange an interview for any additional persons who plan to become owners, tenants or occupants of the condominium, who shall be subject to the same conditions of eligibility as the original owner, except where such occupancy is for periods of not more than sixty (60) days in any calendar year and not more than sixty (60) consecutive days.

B. Service Charges. A non-refundable service charge payable to Raintree Village Condominium, Inc., shall be made for all applications to the Tenant-Owner Committee to review applications for conveyances or leases. The amount shall be specified by the Board of Directors in the Rules and Regulations.

C. The Board of Directors will establish procedures and regulations, consistent with Raintree Village documents and state policy, concerning the evaluation and eligibility of prospective Owners or Occupants of the Apartments.

13.2. Conveyances.

A. An Owner intending to convey his Apartment or any interest therein shall give notice to the Tenant-Owner Committee of such intention, together with the name and address of the intended grantee, such other information as may be reasonably required, and the terms of the proposed transaction.

B. Within thirty (30) days after receipt of such notice and all of the properly completed documentation required by the Tenant-Owner Committee and after a complete interview of the applicant(s), the Committee shall determine whether the application meets the requirements of the laws of the State of Florida and all other laws applicable to Raintree Village Condominium, as well as this Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations. It shall then either approve the application, state the areas of non-conformity and the conditions under which approval would be granted, or disapprove the application. Any person approved for ownership thereby agrees to abide by the provisions of paragraphs 12.1 A, B, C, E, and F with respect to any prospective future occupant.

13.3. Leases.

A. An Owner intending to lease his Apartment shall give notice to the Tenant-Owner Committee of such intention, together with the name and address of the intended Lessee, such other information or certifications as may reasonably be required, and the terms of the proposed lease.

B. Within fifteen (15) days after receipt of such notice, the Tenant-Owner Committee shall either approve or disapprove the proposed Lease. If approved, such approval shall be given in writing in non-recordable form. If disapproved, such disapproval shall be in like writing, and the Lease shall not be entered into.

13.4. Mortgages.

A. No Owner may mortgage his Apartment or any interest therein without the approval of the Association except to a bank, life insurance company, public or private pension fund, real estate investment trust or savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association. This provision shall not apply to an Owner who sells his Apartment to an approved Purchaser and as part of the purchase price takes back a mortgage from said Purchase.

13.5. Corporations and Trusts.

A. Inasmuch as the Condominium may be used only for residential purposes, and a corporation or trust cannot occupy an Apartment for such use, if the Owner or Purchaser of an Apartment is a corporation or trust, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the Apartment be approved by the Association.

13.6. Exceptions.

A. The foregoing provisions of this Paragraph 13 shall not apply to a transfer to or purchase by a bank or life insurance company as the result of owning a mortgage upon the Apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings, nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a Purchaser who acquires the title to an Apartment at a duly advertised public sale with open bidding provided by law, such as and limited to execution sale, foreclosure sale, judicial sale or tax sale. These exceptions do not, however, nullify requirements for occupancy.

14. Insurance. The insurance other than title insurance which shall be carried upon the condominium property and the property of the Owners shall be governed by the following provisions:

14.1 Authority to purchase. All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association and the Owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements thereon. Owners may obtain insurance coverage at their own expense upon their own personal property, and for the contents and portions of the Apartment for which they are responsible, and for their personal liability and living expense.

14.2 Coverage.

A. Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value exclusive of foundation and excavation costs, as determined by the Board of Directors of the Association. The deductible amount shall be in accordance with customary practice and prudent policy. The association will pay the deductible amount when damage occurs to a portion of the unit that the Association is obligated to insure. Such coverage shall afford protection against:

(1) Loss or Damage by Fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such Other Risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to vandalism and malicious mischief.

(3) Notwithstanding the above, the Association shall not be responsible for maintaining casualty insurance on items which are to be the responsibility of the Owner, as contained in the Condominium Act as amended from time to time.

B. Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Owners as a group to an Owner or other individual.

C. Workman's Compensation policy to meet the requirements of law.

D. Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

14.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as common expense.

14.4 Mortgagees. No mortgagee shall have any right to determine or participate in the determination whether or not any damaged property shall be reconstructed or repaired.

14.5 Distribution of Proceeds.

A. Reconstruction or Repair. If the damage for which proceeds of insurance policies are received by the Association is to be repaired or reconstructed, the remaining proceeds after said payment shall be distributed to the Owners, remittances to Owners and their mortgagees being payable jointly to them. Said remittances are to be made to the Owners on the basis of their undivided share in the common elements. This is a covenant for the benefit of any mortgagee or Owner of an Apartment, and for the Association, and may be enforced by either of said entities.

B. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided (See Paragraph 15.1, B (2) and Paragraph 17) that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittance to Owners and their mortgagees being payable jointly to them. Said remittance is to be based on the Owner's share of the common elements. This is a covenant for the benefit of any mortgagee or Owner, and for the Association, and may be enforced by either of said entities.



14.6 Association as Agent. The Association is hereby irrevocably appointed agent for each Owner and for each Owner of a mortgage or other lien upon an Apartment and for each Owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

15. Reconstruction or Repair after Casualty.

15.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, the decision whether or not it shall be reconstructed or repaired shall be determined in the following manner:

A. Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided (see Paragraph 17) that the Condominium shall be terminated.

B. Apartment Building. Damage to the Apartment building would necessarily include damage to portions of the common elements as well as to the Apartment.

(1) Partial Destruction. If the damaged improvements are one or more Apartment buildings, and if any Apartment in the Condominium is found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided (see Paragraph 17) that the Condominium shall be terminated.

(2) Total Destruction. If the damaged improvements are all of the Apartment buildings, and if none of the Apartments in the Condominium are found by the Board of Directors of the Association to be tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided (see Paragraph 17), unless within sixty (60) days after the casualty the Owners of fifty-one (51) percent of the Common Elements agree in writing to such reconstruction or repair.

15.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the Apartment Building, by the Owners of all damaged Apartments therein, which approvals shall not be unreasonably withheld.

15.3 Responsibility for Damage to Apartment. If the damage is only to those parts of an Apartment or Apartments for which the responsibility of maintenance and repair is that of the Owner(s) of the Apartment(s) in question, then the Owner(s) of said Apartment(s) shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility for reconstruction and repair after casualty in a timely manner shall be that of the Association. If the Association shall have received insurance proceeds for damage for which the Owner(s) is/are responsible, such insurance proceeds shall be applied to payment of the reconstruction and repairs. The Owner(s) shall bear the cost of all decorations to said Apartment(s).

15.4 Assessments. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, the Board of Directors shall have the authority to levy an assessment against the Owners sufficient to cover said costs. Such assessment must be based upon their percentage of ownership.

15.5 Major Repairs. All reconstruction and repair of major casualty which is the responsibility of the Association, or which may affect the integrity of portions of Raintree Village which are the responsibility of the Association, shall be performed and supervised by engineers, architects, and/or contractors qualified to practice in Florida and selected by the Association. In accordance with Florida Statutes 718.3026, all such products and services shall be secured by the Association on the basis of competitive bids, except in case of emergency.

16. Amendments. This Declaration of Condominium and By-Laws of this Association may be amended in the following manner as well as in the manner elsewhere provided:

16.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

16.2 Resolution. A resolution for adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by petition of not less than fifteen Members of the Association. Only those Board Members present at the meetings considering the amendment may vote. Except as elsewhere provided, approvals of amendments must be by not less than three (3) Directors and by not less than two-thirds of the votes of the Members of the Association, provided the amendment does not increase the number of Apartments or alter the boundaries of the Common Elements.

16.3 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Pinellas County, Florida.

16.4 Proviso. Provided, however, that no amendment shall discriminate against any Owner nor against any Apartment or class or group of Apartments unless the Owners so affected shall consent; and no amendment shall change any Apartment nor the share in the Common Elements appurtenant to it, nor increase the Owner's share of the common expenses, unless the record Owner of the Apartment concerned and all record Owners of mortgages thereon shall join the execution of the amendment. Neither shall an amendment of this Declaration make any change in the section entitled "Insurance" unless the record Owners of all mortgages upon Apartments in the Condominium shall join in the execution of the amendment.

16.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the Officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Pinellas County, Florida.

17. Termination. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

17.1 Destruction. In the event that it is determined in the manner elsewhere provided (see Paragraph 15.1, B (2)) that the Apartment building shall not be reconstructed because of major damage, the Condominium plan of ownership will thereby be terminated without agreement.

17.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all of the Owners of the Condominium, and by all record owners of mortgages upon Apartments therein owned by a bank, life insurance company or a federal savings and loan association. If the proposed termination is submitted to a meeting of the Members, the notice of which meeting gives notice of the proposed termination, and if the approval of the Owners of not less than seventy-five (75) percent of the Common Elements and of the record owners of all mortgages upon Apartments in the Condominium owned by a bank, life insurance company or federal savings and loan association are obtained not later than thirty (30) days from the date of such meeting, then the approving Owners shall have an option to buy all of the Apartments of the other Owners for the period ending on the sixtieth (60th) day from the date of such meeting. The option mentioned herein shall be upon the following terms:

A. Exercise of Option. The option shall be exercised by delivery or mailing by registered mail, to each of the record Owners of the Apartments to be purchased, of an agreement to purchase signed by the Record Owners of Apartments who will participate in the purchase. Such agreement shall indicate which Apartments will be purchased by each participating Owner or Owners, who shall agree to purchase all of the Apartments owned by Owners not approving the termination. Such agreement shall create a separate contract between each seller and his purchaser.

B. Price. The sale price for each Apartment shall be the Fair Market Value determined by agreement between the seller and the purchaser within twenty (20) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined in accordance with the requirements of paragraph 18.

C. Payment. The purchase price shall be paid in cash.

D. Closing. The sale shall be closed within twenty (20) days following determination of the sale price and the closing costs of the sale shall be borne in the usual manner.

17.3 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Pinellas County, Florida.

17.4 Shares of Owners after Termination. After termination of the Condominium the Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Owners. The undivided shares of the Owners shall be the same as the undivided shares of the Common Elements appurtenant to the Owners' Apartments prior to termination.

17.5 Amendment. The section concerning termination cannot be amended without consent of all parties required to terminate this Declaration as stated in Paragraph 17.2 hereof.

18. Disputes. Dispute regulation will be handled in accordance with the requirements of the Condominium Act, as it may be amended from time to time.

19. Mortgage Foreclosure. The following provisions shall control any foreclosure or attempted foreclosure of an Apartment:

19.1 Redemption. In the event proceedings are instituted to foreclose any mortgage on any Apartment, the Association, or any one or more of the Owners shall have the right to redeem from the mortgagee for the amount due and secured under said mortgage, or to purchase such Apartment at the foreclosure sale for the amount set forth to be due in the foreclosure decree.

19.2 Ownership by Mortgagee. Nothing herein contained shall preclude a mortgage institution, savings and loan association, insurance company, or other recognized lending institution from owning an Apartment, and such lending institution shall have an unrestricted, absolute right to accept title to the Apartment in settlement and satisfaction of said mortgage, or to foreclose the mortgage in accordance with the terms thereof, and in accordance with the laws of the State of Florida and the right to bid upon said Apartment at the foreclosure sale.

19.3 Sale of Apartment by Mortgagee. If such default is not cured as aforesaid and should the Association or any Member of Association, fail to purchase such mortgage together with any cost incident thereto from the mortgagee, or fail to purchase said Apartment at the foreclosure sale, and in or by taking title in lieu of foreclosure, the said mortgagee may sell said Apartment, and the Association or any of its Members shall have first option to purchase the Apartment at any time the mortgagee owns an Apartment. In said event, the approval procedure as set forth in Paragraph 13 should not be followed.

19.4 Amounts due from Mortgagee Owner. In the event a mortgagee takes title in lieu of foreclosure, the mortgagee shall be responsible for any portion of the common expenses which are assessed to the individual Apartment and which are unpaid. If a savings and loan association, bank or insurance mortgagee acquires title hereunder, the same mortgagee shall be required to pay the portion the former Owner was required to pay for maintenance and management. It shall also be responsible for assessments which may be made from time to time against its apartment.

A. Amount due if Rented. In the event an Apartment is owned by a savings and loan association, bank or insurance mortgagee, and if said Apartment is rented or leased, then the Owner shall be responsible for the payment of all common expenses the same as any other Owner.

19.5 Sale. Any purchaser from any mortgagee mentioned in this Paragraph shall be responsible for paying his share of expenses.

19.6 Unpaid Common Expenses. In the event a mortgage forecloses and there remain unpaid assessments or common expenses as to an individual Apartment, said arrearages shall be treated as a common expense and the other Apartment Owners shall be assessed for said amount.

20. Miscellaneous.

20.1 Who Shall be Governed. An Owner, his tenant, family, employee or guest, or any other person that may in any manner use the Condominium Property or any part of it are subject to the provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association.

20.2 Ownership of Apartment by Association. The Association shall have the power and authority to own an Apartment of this Condominium and to mortgage same with the approval of the Board of Directors of the Association. In the event an Apartment is rented or leased, the monies received shall be added to the common surplus and used to pay miscellaneous maintenance expenses. In the event the Apartment is sold, the proceeds received, shall be added to the common surplus and used to pay maintenance expenses, etc. In the event the Association owns an apartment from which no income is received, then the share of maintenance expenses applicable to said Apartment shall be paid as a common expense.

20.3 Compliance and Default. Each Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-Laws, and Rules and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of Owner to comply therewith and to secure the compliance of other persons using his Apartment, whether family, guests, tenants, or employees and whether in his Apartment or in the Common Elements, shall entitle the Association or other Owners to the relief provided under the Condominium Act, and to any other relief legally available.

20.4 Negligence. Any Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of an Apartment or its appurtenances, or of the Common Elements or the, Common and Recreational Areas.

20.5 Costs and Attorney's Fees. The Association shall recover all costs and expenses, including reasonable attorney's fees and collection costs, whether through trial or appellate litigation or otherwise which it shall incur as a consequence of an Owner's default or breach of the provisions of the Condominium Act, the Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations.

20.6 No Waiver of Rights. The failure of the Association or any Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

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

**RAINTREE VILLAGE PERCENTAGE OF LIVING AREA**

<u>Apt. No.</u>	<u>Unit Name</u>	<u>No. of Bedrooms</u>	<u>% of Bldg.</u>	<u>% Total</u>
101	Lemontree	2 Bedroom	16.3594	0.8198
102	Peppertree	2 Bedroom	16.9921	0.8515
103	Peppertree	2 Bedroom	17.0415	0.8539
104	Peppertree	2 Bedroom	17.0247	0.8531
105	Peppertree	2 Bedroom	16.9472	0.8492
106	Lemontree	2 Bedroom	15.6351	0.7835
BUILDING 1 TOTAL = 5.0110				
201	Tree Top Loft	2 Bedroom	18.6890	1.0216
202	Peppertree	2 Bedroom	15.6751	0.8569
203	Peppertree	2 Bedroom	15.6773	0.8570
204	Peppertree	2 Bedroom	15.6849	0.8574
205	Peppertree	2 Bedroom	15.7480	0.8609
206	Tree Top Loft	2 Bedroom	18.5257	1.0127
BUILDING 2 TOTAL = 5.4665				
301	Lemontree	2 Bedroom	15.7083	0.7851
302	Peppertree	2 Bedroom	17.1741	0.8583
303	Peppertree	2 Bedroom	17.1861	0.8589
304	Peppertree	2 Bedroom	17.1552	0.8574
305	Peppertree	2 Bedroom	17.1617	0.8577
306	Lemontree	2 Bedroom	15.6146	0.7804
BUILDING 3 TOTAL = 4.9978				
501	Live Oak Tree	2 Bedroom	49.9993	0.9314
502	Live Oak Tree	2 Bedroom	50.0007	0.9314
BUILDING 5 TOTAL = 1.8628				
601	Tree Top Loft	2 Bedroom	19.3385	1.0098
602	Peppertree	2 Bedroom	16.4827	0.8607
603	Peppertree	2 Bedroom	16.4375	0.8583
604	Peppertree	2 Bedroom	16.4439	0.8586
605	Peppertree	2 Bedroom	16.4085	0.8568
606	Lemontree	2 Bedroom	14.8889	0.7775
BUILDING 6 TOTAL = 5.2217				
701	Tree Top Loft	2 Bedroom	18.5448	1.0096
702	Peppertree	2 Bedroom	15.6412	0.8514
703	Peppertree	2 Bedroom	15.7233	0.8559
704	Peppertree	2 Bedroom	15.7324	0.8564
705	Peppertree	2 Bedroom	15.7292	0.8562
706	Tree Top Loft	2 Bedroom	17.6291	1.0141
BUILDING 7 TOTAL = 5.4436				
801	Tree Top Loft	2 Bedroom	18.5409	1.0092
802	Peppertree	2 Bedroom	15.7360	0.8565
803	Peppertree	2 Bedroom	15.7385	0.8567
804	Peppertree	2 Bedroom	15.7177	0.8555
805	Peppertree	2 Bedroom	15.7273	0.8560
806	Tree Top Loft	2 Bedroom	18.5396	1.0091
BUILDING 8 TOTAL = 5.4430				
901	Tree Top Loft	2 Bedroom	50.0000	1.0091
902	Tree Top Loft	2 Bedroom	50.0000	1.0091
BUILDING 9 TOTAL = 2.0182				

<u>Apt. No.</u>	<u>Unit Name</u>	<u>No. of Bedrooms</u>	<u>% of Bldg.</u>	<u>% Total</u>
1001	Tree Top Loft	2 Bedroom	27.0676	1.0104
1002	Peppertree	2 Bedroom	22.9567	0.8570
1003	Peppertree	2 Bedroom	22.9426	0.8564
1004	Tree Top Loft	2 Bedroom	27.0331	1.0091
BUILDING 10 TOTAL = 3.7329				
1101	Tree Top Loft	2 Bedroom	23.1347	1.0089
1102	Lemontree	2 Bedroom	17.8965	0.7804
1103	Lemontree	2 Bedroom	17.8621	0.7789
1104	Lemontree	2 Bedroom	17.8832	0.7799
1105	Tree Top Loft	2 Bedroom	23.2235	1.0127
BUILDING 11 TOTAL = 4.3608				
1201	Tree Top Loft	2 Bedroom	50.0000	1.0091
1202	Tree Top Loft	2 Bedroom	50.0000	1.0091
BUILDING 12 TOTAL = 2.0182				
1301	Tree Top Loft	2 Bedroom	23.2151	1.0074
1302	Lemontree	2 Bedroom	17.8755	0.7757
1303	Lemontree	2 Bedroom	17.8904	0.7764
1304	Lemontree	2 Bedroom	17.7043	0.7683
1305	Tree Top Loft	2 Bedroom	23.3147	1.0117
BUILDING 12 TOTAL = 4.3395				
1401	Tree Top Loft	2 Bedroom	18.6604	1.0141
1402	Peppertree	2 Bedroom	15.6466	0.8503
1403	Peppertree	2 Bedroom	15.7612	0.8565
1404	Peppertree	2 Bedroom	15.6948	0.8529
1405	Peppertree	2 Bedroom	15.7039	0.8534
1406	Tree Top Loft	2 Bedroom	18.5331	1.0072
BUILDING 14 TOTAL = 5.4344				
1501	Tree Top Loft	2 Bedroom	50.0000	1.0091
1502	Tree Top Loft	2 Bedroom	50.0000	1.0091
BUILDING 15 TOTAL = 2.0182				
1601	Tree House Loft	3 Bedroom	50.0000	1.2513
1602	Tree House Loft	3 Bedroom	50.0000	1.2513
BUILDING 16 TOTAL = 2.5026				
1701	Tree House Loft	3 Bedroom	50.0000	1.2513
1702	Tree House Loft	3 Bedroom	50.0000	1.2513
BUILDING 17 TOTAL = 2.5026				
1801	Tree Top Loft	2 Bedroom	18.5641	1.0100
1802	Peppertree	2 Bedroom	15.7298	0.8558
1803	Peppertree	2 Bedroom	15.7231	0.8554
1804	Peppertree	2 Bedroom	15.7151	0.8550
1805	Peppertree	2 Bedroom	15.7252	0.8555
1806	Tree Top Loft	2 Bedroom	18.5427	1.0088
BUILDING 18 TOTAL = 5.4405				
1901	Tree House Loft	3 Bedroom	50.0000	1.2513
1902	Tree House Loft	3 Bedroom	50.0000	1.2513
BUILDING 19 TOTAL = 2.5026				

<u>Apt. No.</u>	<u>Unit Name</u>	<u>No. of Bedrooms</u>	<u>% of Bldg.</u>	<u>% Total</u>
2001	Tree Top Loft	2 Bedroom	19.7055	1.0114
2002	Lemontree	2 Bedroom	15.1586	0.7780
2003	Lemontree	2 Bedroom	15.1412	0.7771
2004	Lemontree	2 Bedroom	15.1391	0.7770
2005	Lemontree	2 Bedroom	15.1592	0.7781
2006	Tree Top Loft	2 Bedroom	19.6964	1.0109
BUILDING 20 TOTAL = 5.1325				
2100	Lemontree	2 Bedroom	17.9057	0.7788
2102	Peppertree	2 Bedroom	19.6436	0.8544
2103	Peppertree	2 Bedroom	19.6781	0.8559
2104	Peppertree	2 Bedroom	19.6092	0.8529
2105	Tree Top Loft	2 Bedroom	23.1634	1.0075
BUILDING 21 TOTAL = 4.3495				
2201	Tree Top Loft	2 Bedroom	50.0000	1.0091
2202	Tree Top Loft	2 Bedroom	50.0000	1.0091
BUILDING 22 TOTAL = 2.0182				
2301	Lemontree	2 Bedroom	18.7666	0.7822
2302	Peppertree	2 Bedroom	20.4890	0.8540
2303	Peppertree	2 Bedroom	20.4890	0.8540
2304	Peppertree	2 Bedroom	20.4890	0.8540
2305	Tree Top Loft	1 Bedroom	19.7664	0.8239
BUILDING 23 TOTAL = 4.1681				
2401	Live Oak Tree	2 Bedroom	50.0000	0.8690
2402	Live Oak Tree	2 Bedroom	50.0000	0.8690
BUILDING 24 TOTAL = 1.7380				
2501	Lemontree	2 Bedroom	23.9167	0.7808
2502	Peppertree	2 Bedroom	26.2337	0.8565
2503	Peppertree	2 Bedroom	26.1657	0.8542
2504	Lemontree	2 Bedroom	23.6839	0.7732
BUILDING 25 TOTAL = 3.2647				
2601	Tree Top Loft	2 Bedroom	26.9707	1.0134
2602	Peppertree	2 Bedroom	22.9572	0.8626
2603	Peppertree	2 Bedroom	22.9096	0.8609
2604	Tree Top Loft	2 Bedroom	27.1625	1.0207
BUILDING 26 TOTAL = 3.7576				
2701	Lemontree	2 Bedroom	14.7890	0.7771
2702	Peppertree	2 Bedroom	16.3279	0.8579
2703	Peppertree	2 Bedroom	16.2445	0.8536
2704	Peppertree	2 Bedroom	16.2445	0.8536
2705	Lemontree	2 Bedroom	14.7715	0.7762
2706	Tree House Loft	2 Bedroom	21.6226	1.1361
BUILDING 27 TOTAL = 5.2545				



**ARTICLES OF INCORPORATION OF  
RAINTREE VILLAGE INC., A RETIREMENT COMMUNITY**

The undersigned by these Articles associate themselves for the purpose of carrying on the operation of that certain corporation not for profit under Chapter 617, Florida Statutes, 1967, which was organized on the twenty-first (21st) day of June, 1973 by Max Rothfield, J.B. Grammatico, and Donald O. McFarland under the name of RAINTREE VILLAGE CONDOMINIUM, INC. and certify as follows:

**ARTICLE I**

The name of the corporation shall be RAINTREE VILLAGE CONDOMINIUM, INC., A RETIREMENT COMMUNITY. For convenience the corporation shall be referred to in this instrument as the Association.

**ARTICLE II**

1. The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1967, for the operation of RAINTREE VILLAGE CONDOMINIUM, INC., A RETIREMENT COMMUNITY, a condominium located upon the following lands in Pinellas County, Florida:

A portion of Lots 2,3 and 4 in PINELLAS GROVES, less road right-of-way in the SE $\frac{1}{4}$  of Section 1, Township 29 South, Range 15 East, according to map or plat thereof as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida.

2. The Association shall make no distribution of income to its members, directors or officers.

**ARTICLE III**

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the Condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) The maintenance, repair, replacement and operation of the Condominium Property.

(d) The purchase of insurance upon the Condominium Property and insurance for the protection of the Association, of its Officers and Directors in the performance of their duties in the Association, and of its members as apartment owners.

(e) The reconstruction of improvements after casualty and the further improvement of the Property.

(f) To make and amend reasonable regulations respecting the use of the Property in the Condominium.

(g) To approve or disapprove the transfer, mortgage and ownership of Apartments as may be provided by the Declaration of Condominium and the By-Laws.

(h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the Property in the Condominium.

(i) To contract for the management of the Condominium and the maintenance, repair and operation of the Condominium Property, and to delegate to such contractors all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors of the membership of the Association.

(j) To employ personnel to perform the services required for proper operation of the Condominium.

3. The Association shall have the power to purchase an Apartment of the Condominium.

4. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

#### **ARTICLE IV**

1. The Members of the Association shall consist of all the record Owners of Apartments in the Condominium; and after termination of the Condominium shall consist of those who are Members at the time of such termination and their successors and assigns.

2. After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Pinellas County, Florida, a deed or other instrument establishing a record title to an Apartment in the Condominium and the delivery to the Association of a certified copy of such instrument. The Owner designated by such instrument thus becomes a Member of the Association and the membership of the prior Owner is terminated.

3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Apartment.

4. The Owner of each Apartment shall be entitled to one vote as a Member of the Association. The exact number of votes to be cast by Owners of an Apartment and the manner of exercising voting rights shall be determined by the By-Laws of the Association. In case of multiple ownership, one of the Owners shall be registered as the Designated Voter, and only the Designated Voter shall vote.

#### **ARTICLE V**

1. The affairs of the Association will be managed by a Board consisting of the number of Directors determined by the By-Laws, but not less than three Directors, and in the absence of such determination shall consist of three Directors. Directors shall be members of the Association, spouses of such Members, or officers of corporate Members of the Association. Members shall include approved Occupants not leasing when Apartment is owned by a Trust.

2. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

## **ARTICLE VI**

The affairs of the Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors.

## **ARTICLE VII**

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful and knowing misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

## **ARTICLE VIII**

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by Members of the Association. Directors may not vote by proxy, but Members may vote on such a resolution by limited proxy, provided such proxy is delivered to the Secretary at or prior to the meeting.

3. Except as elsewhere provided, such approvals shall be by not less than two-thirds of the membership of the Board of Directors and two-thirds of the entire membership of the Association or liabilities.

4. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon the condominiums. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

5. A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Pinellas County, Florida.

## **ARTICLE IX**

The term of the association shall be perpetual.

## **ARTICLE X**

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

MAX ROTHFIELD  
1270 Rogers Street  
Clearwater, Florida

## **Articles of Incorporation Certification**

**BY-LAWS**  
**RAINTREE VILLAGE CONDOMINIUM, INC.,**  
**A RETIREMENT COMMUNITY**

**A Corporation Not For Profit**  
**Under the Laws of the State of Florida**

**AMENDMENTS TO BYLAWS OF**  
**RAINTREE VILLAGE CONDOMINIUM, INC.**

1. Identity. These are the By-Laws of RAINTREE VILLAGE CONDOMINIUM, INC., called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State on June 26, 1973 under the name RAINTREE VILLAGE CONDOMINIUM, INC., since amended on September 15, 1988 to RAINTREE VILLAGE CONDOMINIUM, INC., A RETIREMENT COMMUNITY, and later re-amended on August 6, 1996 to RAINTREE VILLAGE CONDOMINIUM, INC. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, Florida Statutes 1967, called the Condominium Act, and these By-Laws, which condominium is identified by the name RAINTREE VILLAGE CONDOMINIUM, A RETIREMENT COMMUNITY, and is located upon the following lands in Pinellas County, Florida:

SEE ATTACHED EXHIBIT #1-A.

A. The offices of the Association shall be at 2101 Sunset Point Road #400, Clearwater, Florida 33765. The records of the Association shall be kept at the offices of the Association except for documents pertaining to an action at law or arbitration procedure currently being conducted.

B. The official records of the Association are open to inspection by any Member or the authorized representative of such Member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Member. The Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying.

C. The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations, and all amendments to each of the foregoing as well as the Question and Answer Sheet required by the State of Florida in the office to ensure their availability to Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same.

D. The fiscal year of the Association shall be the calendar year.

E. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. Members' Meetings.

A. The annual members' meeting shall be held at the office of the Association at 7:00 o'clock P.M. on the 2nd Tuesday of December of each year, or such other date in the month of December or January as may be set by the Board of Directors at least ninety (90) days prior to said meeting, for the purpose of electing directors and transacting any other business authorized to be transacted by the Members.

B. Special Members' meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such Officers upon receipt of a written request from Members entitled to cast one-third of the votes of the entire membership.

C. The Secretary of the Association shall keep a roster of the names and addresses of all owners within the community which shall become the official mailing address and voting roster 21 days prior to any members' meeting. Each owner must previously have provided the Secretary in writing with his/her current address and any change in the address or person designated as the voter for that unit. If there is more than one owner, only one may be the designated voter.

D. Except for the election of Directors, notice of all Members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President, Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each Member at his address as it appears on the books of the Association and shall be given not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such notification shall be given by the affidavit of the person giving the notice. In addition, all notices of Members' meetings shall be conspicuously posted on Condominium property. The location for such postings shall be the Bulletin Board in the Clubhouse. The Notice of meeting may be waived before or after meetings.

E. A quorum at Members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

F. Subject to the provisions of Declaration 10.3 and Articles IV. 4, a vote may be cast in person or by proxy except where prohibited by law. A limited proxy shall be used for votes taken to waive or reduce reserves, for votes taken to waive financial statements requirements, and for votes taken to amend the Declaration, Articles, or By-Laws. An absentee Ballot may be used to vote for Directors. Proxies and absentee ballots may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

G. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present may adjourn the meeting from time to time until a quorum is present either in person or by limited proxy.

H. The order of business at all Members' meetings shall be as follows:

- (1) Call to order by the President;
- (2) Election of the chairman of the meeting (if required);
- (3) Verifying existence of a quorum;
- (4) Proof of notice of the meeting or waiver of notice;
- (5) Reading and disposal of any unapproved minutes;
- (6) Reports of Officers, including a report of financial condition by the Treasurer;
- (7) Reports of committees;
- (8) Unfinished business;
- (9) New business;
- (10) Adjournment.

### 3. Directors.

A. Board of Directors. The affairs of the Association shall be managed by a Board of seven (7) Directors, who shall serve without pay.

#### B. Membership on the Board of Directors.

(1) Only Members of the Association, their spouses or Trustees or resident trust beneficiaries of a trust owning an apartment are eligible to serve on the Board. They are not eligible if their unit is for sale.

(2) No more than one person per unit may serve on the Board at any given time.

C. Election of Directors. The following provisions will apply to the selection of directors.

(1) The Board of Directors shall be elected as prescribed by law and specified by the Florida Administrative Code and these by-laws.

(2) Completed ballots may be returned in person or by mail but may not be received after tabulation has begun. No name or unit number should appear on the ballot.

(3) Any ballots improperly cast shall be invalid. An Owner who needs assistance in casting the ballot for the reasons stated in the Florida Administrative Code may obtain assistance in casting the ballot.

(4) Elections shall be decided by a plurality of those ballots cast. No election is required unless there are more candidates than there are vacancies on the Board. If some terms to be filled are for less than full duration, the term lengths of new directors will be determined according to the number of votes the candidates receive. Those receiving the higher number of votes will gain the longer terms. A tie vote which would result in some candidates serving a lesser period of time will be decided by the Board of Directors. One which would result in one or more candidates not serving will require a runoff election among these candidates.

(5) The regular election shall occur on the date of the annual meeting.

(6) Except those occasioned by removal of Directors by the Members, vacancies in the Board of Directors which occur between annual Members' meetings shall be filled by the remaining Directors, who will appoint successors to serve until the next annual election.

#### D. Removal of Directors.

(1) Automatic Resignation. Listing of one's Apartment for sale shall constitute a resignation from the Board of Directors, all offices, and the Budget Committee.

(2) Removal by Vote. Any Director may be removed by the members in accordance with Florida statutes. The chosen Director will serve until the next annual election.

(3) Removal for Harassment. Any Board Member whose language or conduct would be such as to bring the Association into jeopardy on grounds of harassment as prohibited by law shall be removed from the Board by a three-fourths (3/4) vote of the remaining members of the Board.

E. Terms of Directors. Each Director shall be elected for a term of two (2) years. The terms of three (3) Directors shall end at the annual election in even-numbered years and the terms of four (4) Directors shall end at the annual election in odd-numbered years. Directors will serve until their terms expire or until they resign, become ineligible or are removed in the manner prescribed in Paragraph 3, C. and 3, D, except that a Director who entered office in any manner other than by election to a full term at an annual election will serve only until the next annual election, when, if necessary, a Director will be elected to complete the term, at which time an election shall be scheduled to fill the vacancy for the remainder of the term.

F. Meetings of the Board of Directors.

(1) The first meeting of the newly elected Board of Directors shall begin with an organizational meeting and shall be held within ten (10) days of their election at such time and place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

(2) Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notices of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

(3) Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

(4) Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. This shall not be construed as the right to waive the posted notice of meeting as required in By-Law c F (11).

(5) A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

(6) A Director who is present at a meeting of the Board at which action is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. Directors may not vote by proxy or secret ballot at Board meetings. A vote or abstention for each member present shall be recorded in the Minutes.

(7) If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

(8) The joinder of a Director in the action of a meeting by signing and concurring in the Minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.



(9) The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

(10) Meetings of the Board of Directors and any committee thereof at which a quorum of the Members of the committee are present shall be open to all unit Owners. The right to attend such meetings includes the right to speak at them with reference to all designated agenda items, subject to the Rules and Regulations governing frequency, duration and manner of Owner statements. They may also tape record or videotape meetings of the Board of Directors in accordance with such rules as shall be promulgated by the Division of Florida Land Sales, Condominiums and Mobile Homes and by the Condominium.

(11) Notice of all meetings including an identification of agenda items shall be posted conspicuously on the Condominium property at least forty-eight (48) continuous hours preceding the meeting except in an emergency. The place for posting such notice shall be the locked Bulletin Board in the Clubhouse. 05/01/07

(12) Written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use (but not use of the Common Elements or Association property) will be proposed, discussed or approved, shall be mailed or delivered to the Owners and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the Secretary and filed among the official records of the Association. The place for posting such notice shall be the Bulletin Board in the Clubhouse. Notice of any meeting in which regular assessments against Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

(13) All residents may participate in community and Association activities, including attending and speaking at meetings and serving on committees but only those eligible to serve on the Board of Directors may be officers of the Association or serve on the Budget, documents or Tenant-Owner Committees.

#### 4. Powers and Duties of the Board of Directors.

A. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Owners when such is specifically required.

B. An emergency situation that may endanger the health or safety of residents and requires immediate action may be acted upon by less than a quorum of directors (even by a single director) if a quorum cannot be assembled.

#### 5. Officers.

A. The executive officers of the Association shall be a President, who shall be a Director; a Vice-President, who shall be a Director; a Treasurer; a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by a vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not be also the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association and shall have all the powers and duties usually vested in the office of President of an association.

C. The Vice-President, in the absence or disability of the President shall exercise the powers and perform the duties of the President. He/she shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

D. The Secretary shall keep the Minutes of all proceedings of the Directors and the Members. He/she shall attend to the giving and serving of all notices to the Members and to the Directors and other notices required by law. He/she shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He/she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He/she shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer.

F. Compensation of all employees of the Association shall be fixed by the Directors.

6. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

A. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(1) Operating funds, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year will be deposited in the reserve accounts in proportions determined by the Board of Directors.

(2) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

B. All funds shall be maintained separately in the Association's name. In addition, reserve funds shall be maintained separately from operating funds in separate accounts in a financial institution as defined in Florida Statutes 655.005. The interest on any account shall accrue to that account. Funds in reserve accounts may be used only for the stated purpose for which reserved unless their use for other purposes is approved in advance by a vote of the majority of the voting interests present at a duly called meeting of the Association.

C. No manager or business entity required to be licensed or registered under Florida Statutes 468.432, and no agent, employee, officer, or Director shall commingle any Association funds with his/her funds or with the funds of any other condominium association or community association as defined in Florida Statutes 468.431.

D. Budget.

(1) The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves.

(2) The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including capital expenditures and reserves for roof replacement, pavement resurfacing, building painting and, in addition, any other items for which the deferred maintenance expense or replacement cost exceeds ten thousand (10,000) dollars, or such other amount as the State of Florida shall from time to time require.

(3) Any increase in such budget may not exceed the maximum percent allowable by Chapter 718, Florida Statutes, as it may be amended from time to time.

(4) Copies of the budget and proposed assessments shall be transmitted to each Member at least fourteen (14) days prior to the meeting at which the budget is to be adopted by the Board. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each Member.

E. Assessments (Monthly Maintenance Fees)

(1) Annual assessments against the Owners for their shares of the items in the budget shall be made for the calendar year in advance on or before December 1 preceding the year for which the assessments are made. Such assessments shall be due in twelve equal installments payable monthly on the first day of the month.

(2) If an Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the Assessment upon notice to the Owner. The unpaid balance of the assessment shall then come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Owner or not less than twenty (20) days after the mailing of such notice to him/her by registered or certified mail, whichever shall occur first.

(3) The Board of Directors may at any time levy a special assessment for necessary common expenses of the Association which were not anticipated at the time the annual budget was adopted. However, any special assessment for capital improvements shall require the approval of seventy-five (75) percent of the Owners, pursuant to Paragraph 7.2. Capital improvements shall not include repairs, replacement or reconstruction, including technological modernization made to the Common Elements due to deterioration, damage, obsolescence or original defects.

(4) The Board of Directors shall deliver, by personal delivery or by registered, certified or first-class mail, notice of such special assessment to each Owner. The special assessment shall be due after thirty (30) days' notice and in such manner as the Board of Directors may require.

(5) The specific purpose or purposes of any special assessment levied in accordance with Paragraph (3) shall be set forth in a written notice of such assessment sent or delivered to each Owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus and may, at the discretion of the Board, either be returned to the Owners or applied as a credit towards future assessments.

F. Contracts and Bidding.

(1) Any contract that is not to be fully performed within one (1) year from the making thereof, for the purchase, lease, or renting of materials or equipment to be used by the Association and all contracts for the provision of services shall be in writing.

(2) Where a contract for the purchase, lease, or renting of materials or equipment or for the provision of services, requires payment by the Association in the aggregate exceeding five thousand (5,000) dollars, the Association shall obtain competitive bids for the materials, equipment or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid.

(3) Exceptions. The foregoing Paragraphs (1) and (2) shall not apply to contracts with employees, contracts for attorneys' and accountants' services, emergencies, and occasions when only a single supplier of a product or service is available.

G. Other.

(1) All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select. All checks, drafts, or orders for payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by such Officers and Directors, and in such manner as shall from time to time be determined by the Board of Directors, but not by less than two (2) persons authorized to do so.

(2) Financial reports as required by law will be provided to the Membership.

(3) The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association as required by law. The Association shall bear the cost of bonding. All persons providing management services to the Association shall provide the Association with a certificate of insurance evidencing compliance with the requirements of Florida Statutes 718.112 (2)(j).

(4) It shall be the responsibility of any Owner to notify the Association within five (5) days of the attaching of any lien affecting the title to his/her Apartment.

(5) In the event of a catastrophic occurrence, all reserve funds, regardless of their budgeted purpose, shall be available to the Board of Directors for the preservation or restoration of Raintree Village.

05/01/07

7. Amendments.

These By-Laws may be amended in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Members of the Association. Except as elsewhere provided, approval must be either by:

(1) Not less than two-thirds of the entire membership of the Board of Directors and by not less than two-thirds of the entire membership of the Association; or

(2) Not less than seventy-five (75) percent of the votes of the entire membership of the Association.