

HARLAN R. DOMBER  
BOARD CERTIFIED REAL ESTATE ATTORNEY

SUITE L-1  
3900 CLARK ROAD  
SARASOTA, FLORIDA 34233  
TELEPHONE (941) 923-9930  
1-800-804-9930  
FAX (941) 923-3400  
E-MAIL: HDOMBER@AOL.COM

December 30, 2005

**BY OVERNIGHT DELIVERY**

Director  
Division of the Commission Clerk and Administrative Services  
State of Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850  
(850) 413-6900

Re: Transfer of Water and Wastewater Facilities from Floridana Homeowners, Inc. to Floridana Homeowners Association, Inc., and Cancellation of Florida Public Service Commission Certificate No.'s 586-W and 504-S; 304 52<sup>nd</sup> Avenue Terrace West, Bradenton, FL 34207

Dear Sir:

In furtherance of my previous discussions with Ms. Patricia Brady and in accordance with the letter to me from Patti Daniel, Chief of Certification, dated March 24, 2005, enclosed herewith please find the original Application and three (3) copies thereof, in the above-captioned matter. Also enclosed is Floridana Homeowners Association's Check No. 2201, in the sum of \$1,500.00, made payable to "Florida Public Service Commission", for the application fee.

Should you have any questions or require additional information or assistance at this time with respect to the Application, please do not hesitate to contact me.

Sincerely,



Harlan R. Domber

Enclosures as noted

cc: Floridana Homeowners Association, Inc.

hrd.floridana.psc.psc.lrl1

DOCUMENT NUMBER-DATE

00022 JAN-3 05

FPSC-COMMISSION CLERK



**FLORIDANA HOMEOWNERS ASSOCIATION**

304 52ND AVE. TERRACE W.  
BRADENTON, FL 34207  
(941) 755-5666

**SI National Bank & Trust**  
*in Motion*

63-1262/631

2201

Oct 5, 2005

**REDACTED**

PAY TO THE ORDER OF FLORIDA PUBLIC SERVICE COMMISSION

\$ \*\*\$1,500.00

One Thousand Five Hundred and 00/100 Dollars

DOLLARS

FLORIDA PUBLIC SERVICE COMMISSION

MEMO: Transfer of PSC Certificates No. 586-W  
Application Fee + 504-S

*Suzanne Glosier*  
*[Signature]*  
AUTHORIZED SIGNATURE

Security features. Details on back.

FLORIDANA HOMEOWNERS ASSOCIATION

2201

Check No. 2201  
Date October 5, 2005

1500.00

1500.00

FLORIDANA HOMEOWNERS ASSOCIATION

2201

Check Number: 2201  
Check Date: Oct 5, 2005

Check Amount: \$1,500.00

Item to be Paid - Description

Discount Taken Amount Paid

DOMBER 1,500.00

APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER  
OF CERTIFICATE OR FACILITIES

(Pursuant to Section 367.071, Florida Statutes)

TO: Director, Division of the Commission Clerk & Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the sale,  
assignment or transfer of (all) or part of Water Certificate No.  
586-W and/or Wastewater Certificate No. 504-S or facilities in  
Manatee County, Florida, and submits  
the following information:

**PART I**     APPLICANT INFORMATION

A) The full name (as it appears on the certificate), address  
and telephone number of the applicant:

FLORIDANA HOMEOWNERS, INC.

\_\_\_\_\_  
Name of utility

( 941 ) 755-5666

\_\_\_\_\_  
Phone No.

(       )  
\_\_\_\_\_  
Fax No.

304 52nd Ave. Terrace West

\_\_\_\_\_  
Office street address

Bradenton

FL

34207

\_\_\_\_\_  
City

State

Zip Code

\_\_\_\_\_  
Mailing address if different from street address

\_\_\_\_\_  
Internet address if applicable

B) The name, address and telephone number of the person to contact concerning this application:

SUZANNE GLOSSER, President (941) 755-5666  
Name Phone No.  
304 52nd Ave. Terrace West  
Street address  
Bradenton FL 34207  
City State Zip Code

C) The full name ~~(as it will appear on the certificate)~~, address and telephone number of the buyer:

FLORIDANA HOMEOWNERS ASSOCIATION, INC.  
Name of utility  
(941) 755-5666 ( )  
Phone No. Fax No.  
304 52nd Ave. Terrace West  
Office street address  
Bradenton FL 34207  
City State Zip Code

Mailing address if different from street address

Internet address if applicable

D) Indicate the organizational character of the buyer: (circle one)

Corporation      Partnership      Sole Proprietorship  
Other: \_\_\_\_\_  
(specify)

E) The date and state of incorporation or organization of the buyer:

December 29, 2004, in State of Florida.

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F) If the buyer is a corporation, list the names, titles, and addresses of corporate officers and directors. (Use additional sheet if necessary).

See attached page entitled "Floridana Homeowners Association, Inc. Officers and Directors", identified as Exhibit A.

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G) If the buyer is not a corporation, list the names, titles, and addresses of all persons owning an interest in the organization. (Use additional sheet if necessary.)

N/A

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**PART II FINANCIAL AND TECHNICAL INFORMATION**

A) Exhibit B - A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

*SEE ALSO  
ITEM 8. in  
the cover letter.*

B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

N/A

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C) Exhibit  C  - A copy of the contract for sale and all auxiliary or supplemental agreements, which shall include, if applicable:

- (1) Purchase price and terms of payment.
- (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities.
- (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations.

The contract for sale shall also provide for the disposition, where applicable, of the following:

- (a) Customer deposits and interest thereon;
- (b) Any guaranteed revenue contracts;
- (c) Developer agreements;
- (d) Customer advances;
- (e) Debt of the utility; and
- (f) Leases.

D) Exhibit  D  - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

E) Exhibit  E  - A statement describing the financing the purchase.

F) Exhibit   - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

N/A

N/A

G) Exhibit \_\_\_\_\_ - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. \_\_\_\_\_ Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

N/A

H) Exhibit \_\_\_\_\_ - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)

N/A

I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

\_\_\_\_\_  
Name ( ) Phone No.

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City State Zip Code

N/A

J) Exhibit \_\_\_\_\_ - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

N/A

K) Exhibit \_\_\_\_\_ - A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

L) Exhibit F \_\_\_\_\_ - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP).

If the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

**PART III NOTICE OF ACTUAL APPLICATION**

A) Exhibit \_\_\_\_\_ - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

Part III exhibits to be filed at later date.

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of the Division of the Commission Clerk and Administrative Services;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

- B) Exhibit \_\_\_\_\_ - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit \_\_\_\_\_ - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

**PART IV FILING FEE**

Indicate the filing fee enclosed with the application:

\$750.00 (for water) and \$750.00 (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee as follows:

- (1) For applications in which the utility to be transferred has the capacity to serve up to 500 ERC's, the filing fee shall be **\$750.**
- (2) For applications in which the utility to be transferred has the capacity to serve from 501 to 2,000 ERC's the filing fee shall be **\$1,500.**
- (3) For applications in which the utility to be transferred has the capacity to serve from 2,001 ERC's to 4,000 ERC's the filing fee shall be **\$2,250.**
- (4) For applications in which the utility to be transferred has the capacity to serve more than 4,000 ERC's the filing fee shall be **\$3,000.**

PART V      OTHER

- A)      Exhibit   G   - Evidence that the utility owns the land where the utility treatment facilities are located. Or, where the utility does not own the land, a copy of the agreement which provides for the long term, continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.
- B)      Exhibit \_\_\_\_\_ - The original and two copies of sample tariff sheets reflecting the new name of the utility, the existing rates and charges and territorial description of the water and/or wastewater systems. **Sample tariff(s) are attached.**
- C)      Exhibit   H   - The utility's current certificate(s) or, if not available, an explanation of the steps the applicant took to obtain the certificate(s).

N/A

PART VI AFFIDAVIT

I SUZANNE GLOSSER (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY: *Suzanne Glosser*  
Applicant's Signature

SUZANNE GLOSSER

Applicant's Name (Typed)

President, Floridana Homeowners, Inc.

Applicant's Title \*

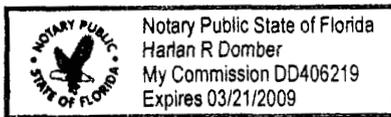
Subscribed and sworn to before me this 30<sup>th</sup> day in the month of December in the year of 2005 by SUZANNE GLOSSER

who is personally known to me \_\_\_\_\_ or produced identification

Florida Driver's License  
Type of Identification Produced

*[Signature]*

Notary Public's Signature



Print, Type or Stamp Commissioned Name of Notary Public

\* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

EXHIBIT A

FLORIDANA HOMEOWNERS ASSOCIATION, INC.  
OFFICERS AND DIRECTORS  
SEPTEMBER 2005

PRESIDENT: SUZANNE (SUE) GLOSSER  
117 52<sup>ND</sup>. AVE. WEST  
BRADENTON, FL. 34207  
941-758-5215

VICE PRESIDENT:

TREASURER: DAVID SHELDON  
104 51<sup>ST</sup>. AVE. WEST  
BRADENTON, FL. 34207  
941-751-9499

ASSISTANT TREASURER:  
C.A. (MAC) MC MURTRY  
410 51<sup>ST</sup>. AVE. WEST  
BRADENTON, FL. 34207  
941-758-4225

SECRETARY: CAROL QUIMBY  
305 52nd Avenue Drive West  
Bradenton, FL 34207  
(941) 727-4467

DIRECTORS: PHIL LAVEN  
312 51<sup>ST</sup>. AVE. WEST  
BRADENTON, FL. 34207  
941-727-8332

CHARLES SCHAEFFER  
204 52<sup>ND</sup>.. AVE. WEST  
BRADENTON, FL. 34207  
941-727-8182

DAVID THOMAS  
116 51<sup>ST</sup>. AVE. WEST  
BRADENTON, FL. 34207  
941-727-3537 / CELL: 941-448-5341

## EXHIBIT B

The transfer of the utility operation to the transferee is in the public interest. The transferee is an exempt entity; all of its members are property owners in the service area. All property owners in the service area are eligible for membership in the transferee entity. The transfer involves the buyout of shareholders of the transferor entity, many of whom were not property owners in the service area. The transfer will result in a more efficient operation of the water and sewer systems, and will remove the profit motive from the rate structure that is inherent in the ownership by a business entity. The Board of Directors and staff of the transferor shall continue to function as the Board of Directors and staff of the transferee. The financial ability of the transferee is even greater than that of the transferor, since the transferee shall be authorized to assess its members/property owners for the requisite income to cover the utility's operating expenses and reserves. The transferee is fully aware of the transferor's commitments, obligations and representations with regard to utility matters, and the transferee pledges to fulfill said commitments, obligations and representations.

Accompanying this Exhibit are copies of the transferee's Certificate of Incorporation as issued by the Florida Secretary of State, the Articles of Incorporation and Bylaws, the minutes of the January 5, 2004 association meeting, the Agenda for the annual meeting on January 19, 2004, the minutes of the annual meeting on January 19, 2004, the form of the Official Ballot, and the form of the Petition to consent to the formation of the transferee entity.

Record & Return to:

Law Office of Harlan R. Domber, P.A.  
3900 Clark Road, Suite L-1  
Sarasota, Florida 34233

Rec- # 137.50

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FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

December 29, 2004

LAW OFFICE OF HARLAN R. DOMBER, P.A.  
SUITE L-1  
3900 CLARK ROAD  
SARASOTA, FL 34233

OR BOOK 02003 PAGES 7359 - 7374  
MANATEE COUNTY CLERK COURT  
16 PAGES(S)  
RECORDED; 3/23/2005 9:33:52 AM



The Articles of Incorporation for FLORIDANA HOMEOWNERS ASSOCIATION, INC. were filed on December 29, 2004 and assigned document number N04000012098. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

A corporation annual report must be filed with this office between January 1 and May 1 of each year beginning with the calendar year following the year of the filing/effective date noted above and each year thereafter. Failure to file the annual report on time may result in administrative dissolution of your corporation.

A federal employer identification (FEI) number must be shown on the annual report form prior to its filing with this office. Contact the Internal Revenue Service to insure that you receive the FEI number in time to file the annual report. To obtain a FEI number, contact the IRS at 1-800-829-3676 and request form SS-4.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at the address given below.

Neysa Culligan, Document Specialist  
New Filings Section

Letter Number: 504A00071928

04 DEC 29 PM 2:00

**ARTICLES OF INCORPORATION**  
**OF**  
**FLORIDANA HOMEOWNERS ASSOCIATION, INC.**

The undersigned, each with the capacity to contract, hereby executes and acknowledges these Articles of Incorporation for the purpose of forming a not-for-profit corporation under and by virtue of the laws of the State of Florida as contained in Chapter 617, Florida Statutes, and in Chapter 720, Florida Statutes, as amended (the "Acts").

**ARTICLE 1. NAME AND PRINCIPAL OFFICE ADDRESS**

The name of the corporation shall be FLORIDANA HOMEOWNERS ASSOCIATION, INC. (hereinafter "Corporation"). The initial principal office/ mailing address of the Corporation is 304 52<sup>nd</sup> Avenue Terrace W., Bradenton, FL 34207.

**ARTICLE 2. DURATION**

The date of commencement of corporate existence shall be on the date the Articles of Incorporation are filed with the Department of State, and the period of duration of the Corporation shall be perpetual.

**ARTICLE 3. PURPOSE AND POWERS**

The general purpose for which the Corporation is initially organized is to engage in, conduct and carry on the business and operation of a home owners association pursuant to Chapter 720, Florida Statutes, and the governance of Floridana Subdivision(s). Furthermore, the Corporation shall own certain real property within the Floridana Subdivision(s), which is a deeded residential mobile home community in Manatee County, Florida, consisting of five (5) platted subdivisions in which are located a total of three-hundred twelve (312) privately owned residential parcels (hereinafter "lots") upon which mobile homes are situated. The Corporation's real property holdings shall include, but not necessarily be limited to, all of the land upon which are located the Corporation's business office, the clubhouse, a swimming pool, shuffleboard courts, laundry facilities, common areas, easements for utilities, drainage and rights-of-way, and the water and wastewater facilities which include distribution and collection lines, pumps and support stations.

As of the commencement of the Corporation's business, the Corporation shall provide water service to two-hundred ninety-seven (297) lot owners and the clubhouse. Note: Fifteen (15) lot owners are served with potable water directly by the utility department of Manatee County, Florida. As of the commencement of the Corporation's

business, the Corporation shall provide wastewater service to three-hundred twelve (312) lot owners and the clubhouse. The aforesaid services are provided by the Corporation via its water distribution and wastewater collection lines, pumps and support stations which are located throughout Floridana Subdivision(s). The Corporation shall also provide street lighting and other amenities through its recreational facilities (including the clubhouse, swimming pool and shuffleboard courts).

The Corporation has the power to operate and manage Floridana Subdivision(s) on behalf of its members; to contract, rent, purchase or otherwise acquire, sell or otherwise convey, real and personal property; and to engage in activities which are necessary, suitable or convenient for the accomplishment of the foregoing purposes, or which are incidental thereto or connected therewith; and to transact any or all lawful business for which corporations may be incorporated under the Acts. In addition, the Corporation shall have all the powers specified in Section 617.0302, Florida Statutes.

The powers and duties, which the Bylaws may set forth in more detail, shall include, but shall not be limited to, the following specific powers and duties:

- (A) To make and collect assessments against members to defray the costs, expenses and losses of the Corporation, and to make such other special assessments against members as the Bylaws shall provide, and to enforce such levy of assessments through a lien and the foreclosure thereof or by other action pursuant to the Bylaws.
- (B) To use the proceeds of the assessments in the exercise of its powers and duties, and as provided in the Bylaws.
- (C) To maintain, repair, replace and operate the Corporation's Property.
- (D) To purchase insurance and enter into contracts for services, utilities and other purposes as may be deemed appropriate.
- (E) To reconstruct improvements after casualty and further improve the Corporation's Property.
- (F) To make and amend reasonable rules and regulations.
- (G) To perform such functions as may be specified in the Bylaws.
- (H) To enforce by legal means the provisions of the these Articles, the Bylaws of the Corporation, and such rules and regulations as may be promulgated by the Board of Directors.

(I) To employ personnel to perform the services required for proper operation of the Corporation's Property and Floridana Subdivision(s).

(J) To enter into agreements, acquire leaseholds, memberships or other possessory or use interests in lands or facilities and to pay the rental, membership fees, operational, replacement and other expenses.

(K) To purchase a lot or lots (and, as applicable, mobile home(s) situated thereon) in Floridana Subdivisions for any purpose, and to hold, lease, mortgage or convey such lots on terms and conditions approved by the Board of Directors.

(L) To contract for the management and maintenance of the Corporation's Property and to authorize a management agent to assist the Corporation in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments and other sums due from the members and any sums due from other persons, preparation of records, enforcement of rules and maintenance, repair and the replacement of the Corporation's property with funds as shall be made available by the Corporation.

(M) To bring suit as may be necessary to protect the Corporation's interests, the interests of the Corporation's members, or the Corporation's property.

#### ARTICLE 4. MEMBERSHIP

The members of the Corporation shall be the record owners of residential lots in Floridana Subdivision(s) who have consented to the formation of the Corporation and their successors, and the record owners of other residential lots in Floridana Subdivision(s) who express their written consent to become members of the Corporation and their successors. Over two-thirds (2/3rds) of the record owners of residential lots have previously consented in writing to the formation of the Corporation. Membership in the corporation shall be limited to all of the record owners of residential lots in Floridana Subdivision(s). Transfer of lot ownership, either voluntary or by operation of law, shall terminate membership in the Corporation, and said membership shall be vested automatically in the transferee. If lot ownership is vested in more than one person (other than husband and wife), then the persons so owning said lot shall designate which individual shall be eligible to hold office, attend meetings, etc. The owner of each lot shall only be entitled to one vote as a member of the Corporation. The manner of designating voting members and exercising voting rights shall be determined by the Bylaws.

Membership in the Corporation shall be limited to the record owners of residential lots in Floridana Subdivision(s), located in Manatee County, Florida, being comprised of five (5) separate platted subdivisions and more specifically identified as follows:

A. FLORIDANA MOBILE HOMESITE SUBDIVISION, as recorded on August 12, 1958, in Plat Book 11, Page 7, of the Public Records of Manatee County, Florida, consisting of one-hundred forty-eight (148) lots as follows: 12 lots in Block A, 27 lots in Block B, 28 lots in Block C, 16 lots in Block D, 8 lots in Block E, 24 lots in Block F, 23 lots in Block G, and 10 lots in Block H.

B. FLORIDANA MOBILE HOMESITE SUBDIVISION, Unit Two, as recorded on November 12, 1959, in Plat Book 12, Page 12, of the Public Records of Manatee County, Florida, consisting of twenty-two (22) lots as follows: 12 lots in Block A and 10 lots in Block B.

C. FLORIDANA MOBILE HOMESITE SUBDIVISION, Unit Three, as recorded on July 14, 1960, in Plat Book 12, Page 66, of the Public Records of Manatee County, Florida, consisting of one-hundred twenty-nine (129) lots as follows: 7 lots in Block E, 14 lots in Block I, 24 lots in Block J, 24 lots in Block K, 22 lots in Block L, 22 lots in Block M, and 16 lots in Block N.

D. FLORIDANA MOBILE HOMESITE SUBDIVISION, Unit Four, as recorded on April 1, 1968, in Plat Book 15, Page 65, of the Public Records of Manatee County, Florida, consisting of thirteen (13) lots.

E. FLORIDANA HOMEOWNER REPLAT, as recorded on February 28, 1979, in Plat Book 19, Page 155, of the Public Records of Manatee County, Florida, consisting of seven (7) lots.

#### ARTICLE 5. INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of this Corporation is 3900 Clark Road, Suite L-1, Sarasota, Florida 34233, and the name of the initial registered agent of the Corporation at such address is Harlan R. Domber. The initial registered agent has accepted the appointment as evidenced by the written acceptance attached to these Articles of Incorporation.

#### ARTICLE 6. NUMBER OF DIRECTORS, FIRST BOARD OF DIRECTORS AND SLATE OF OFFICERS

The business of the Corporation shall be conducted by a Board of Directors which shall consist of not more than nine (9) persons nor less than five (5) persons, as shall be designated in the Bylaws. The initial Board of Directors shall consist of seven (7) members. The names and addresses of the persons who are to serve as directors and officers until the first annual meeting of members or until their successors be elected and qualify, or until their earlier resignation, removal from office or death, are as follows:

<u>Name</u>	<u>Address</u>	<u>Office</u>
EVERETT SMITH	118 52 <sup>nd</sup> Ave. Dr. West Bradenton, FL 34207	President/ Director
SUE GLOSSER	117 52 <sup>nd</sup> Ave. West Bradenton, FL 34207	Treasurer/ Director
DALE STILES	305 52 <sup>nd</sup> Ave. West Bradenton, FL 34207	Secretary/ Director
GLENN ADER	120 52 <sup>nd</sup> Ave. Dr. West Bradenton, FL 34207	Director
PHIL LAVEN	312 51 <sup>st</sup> Ave. West Bradenton, FL 34207	Director
CHARLES SCHAEFER	204 52 <sup>nd</sup> Ave. West Bradenton, FL 34207	Director
DAVID SHELDON	104 51 <sup>st</sup> Ave. West Bradenton, FL 34207	Director

#### ARTICLE 7. INCORPORATORS

The names and addresses of the incorporators of the Corporation are as follows:

<u>Name</u>	<u>Address</u>
EVERETT SMITH	118 52 <sup>nd</sup> Ave. Dr. West Bradenton, FL 34207
SUE GLOSSER	117 52 <sup>nd</sup> Ave. West Bradenton, FL 34207
DALE STILES	305 52 <sup>nd</sup> Ave. West Bradenton, FL 34207
GLENN ADER	120 52 <sup>nd</sup> Ave. Dr. West Bradenton, FL 34207

PHIL LAVEN 312 51<sup>st</sup> Ave. West  
Bradenton, FL 34207

CHARLES SCHAEFER 204 52nd Ave. West  
Bradenton, FL 34207

DAVID SHELDON 104 51<sup>st</sup> Ave. West  
Bradenton, FL 34207

ARTICLE 8. PROVISIONS FOR THE REGULATION  
OF THE BUSINESS AND FOR  
THE CONDUCT OF THE AFFAIRS OF THE CORPORATION

8.1 Meetings of Members and Directors. Meetings of the members of the Corporation shall be held within Manatee County, State of Florida, and meetings of the directors of the Corporation may be held within the State of Florida at such place or places as may from time to time be designated in the Bylaws or by resolution of the Directors. The annual meeting for the election of members of the Board of Directors shall be held as may be provided for in the Bylaws.

8.2 Amendments to Articles of Incorporation. The power to amend the Articles of Incorporation shall be in the members, but the affirmative vote of two-thirds (2/3) of the members present in person or by proxy at a duly called meeting of the members of the Corporation shall be necessary to exercise that power. Prior to the meeting of members, the Board of Directors shall adopt a resolution setting forth the proposed amendment and the Board shall direct that it be submitted to a vote at a meeting of the Corporation. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of meetings of members.

8.3 Bylaws. The initial Bylaws of the Corporation shall be adopted by a majority of the members of the Board of Directors. The power to amend or repeal the Bylaws or to adopt new Bylaws shall be in the manner provided in the Bylaws. The Bylaws may contain any provisions for the regulation and management of the Corporation which are consistent with the Acts and the Articles of Incorporation.

8.4 Contract in Which Directors Have an Interest. No contract or other transaction of the Corporation with any person, firm or corporation or no contract or other transaction in which the Corporation is interested shall be invalidated or affected by: (a)

the fact that one or more of the directors or officers is a director or officer of another corporation, or (b) the fact that any director, individually or jointly with others, may be a party to or may be interested in the contract or transaction; and each person who may become a director of the Corporation is hereby relieved from any liability that might otherwise arise by reason of his/her contracting with the Corporation for the benefit of him/herself or any firm, or corporation in which he/she may be interested.

#### ARTICLE 9. INCOME DISTRIBUTION

No part of the income or profit of this Corporation shall be distributed to its members; no dividend paid; and no stock shall be issued. However, the Corporation may pay compensation in a reasonable amount to its members, directors or officers for services rendered; may confer benefits upon its members in conformity with its purposes; and any such payment or benefit does not constitute a dividend or a distribution of income or profit for purposes of this Article.

#### ARTICLE 10. DISSOLUTION OF CORPORATION AND DISTRIBUTION OF ASSETS

The Corporation may be dissolved pursuant to Chapter 617, Florida Statutes. Upon dissolution or final liquidation of this not-for-profit corporation, all of the Corporation's assets remaining after payment of all costs and expenses of such dissolution or final liquidation shall be distributed to the membership as permitted by law.

#### ARTICLE 11. INDEMNIFICATION

All officers and directors shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees (including appellate proceedings), reasonably incurred by them in connection with any proceeding or settlement thereof in which they become involved by reason of service as a director or holding such office.

IN WITNESS WHEREOF, the undersigned, being the incorporators of the Corporation, have executed these Articles of Incorporation and certified to the truth of the facts herein stated.

*Everett Smith*

EVERETT SMITH

Incorporator

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December, 2004, by EVERETT SMITH, an Incorporator, who (Notary choose one) [ ] is personally known to me, or [x] has produced IN DES. LIC. 8703-17-6960 as identification, and who executed the foregoing Articles of Incorporation for the purposes therein expressed.

*Mark Butler*

Signature of Notary Public

*Mark Butler*

Print Name of Notary Public, Affix Seal and State  
Notary's Commission Number & Expiration Date



Mark Butler  
Commission # DD032603  
Expires July 13, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

  
\_\_\_\_\_  
SUE GLOSSER  
Incorporator

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of December, 2004, by SUE GLOSSER, an Incorporator, who (Notary choose one) [ ] is personally known to me, or [x] has produced FL DRS. Lic. 6426-785-31-622-0 as identification, and who executed the foregoing Articles of Incorporation for the purposes therein expressed.

  
\_\_\_\_\_  
Signature of Notary Public

Mark Butler  
\_\_\_\_\_  
Print Name of Notary Public, Affix Seal and State  
Notary's Commission Number & Expiration Date

 Mark Butler  
Commission # DD 032503  
Expires July 13, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.



DALE STILES  
Incorporator

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December, 2004, by DALE STILES, an Incorporator, who (Notary choose one) [ ] is personally known to me, or [] has produced FL. DRJ. Lic. 5342-176-59-207-0 as identification, and who executed the foregoing Articles of Incorporation for the purposes therein expressed.



Signature of Notary Public

Mark Butler

Print Name of Notary Public, Affix Seal and State  
Notary's Commission Number & Expiration Date



Mark Butler  
Commission # DD032603  
Expires July 13, 2005  
Bonded Through  
Atlantic Bonding Co., Inc.

Glenn Ader  
GLEN ADER  
Incorporator

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December, 2004, by GLEN ADER, an Incorporator, who (Notary choose one) [ ] is personally known to me, or [  ] has produced FL. DES. Lic. A360-280-27-38-0 as identification, and who executed the foregoing Articles of Incorporation for the purposes therein expressed.

Mark Butler  
Signature of Notary Public

Mark Butler  
Print Name of Notary Public, Affix Seal and State  
Notary's Commission Number & Expiration Date



  
PHIL LAVEN  
Incorporator

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December, 2004, by DALE STILES, an Incorporator, who (Notary choose one) [ ] is personally known to me, or [X] has produced MT DRS, Lic. L-150-683-237-384 as identification, and who executed the foregoing Articles of Incorporation for the purposes therein expressed.

  
Signature of Notary Public

Mark Butler  
Print Name of Notary Public, Affix Seal and State  
Notary's Commission Number & Expiration Date



Charles Schaefer  
CHARLES SCHAEFER  
Incorporator

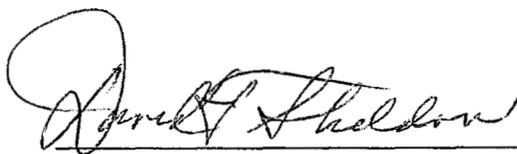
STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of December, 2004, by CHARLES SCHAEFER, an Incorporator, who (Notary choose one) [] is personally known to me, or [] has produced \_\_\_\_\_ as identification, and who executed the foregoing Articles of Incorporation for the purposes therein expressed.



Geoffrey L. Hyman  
Signature of Notary Public  
MY COMMISSION EXPIRES: 5-20-06

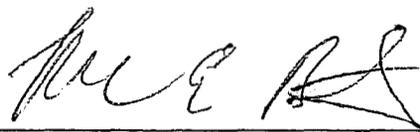
GEOFFREY L. HYMAN  
Print Name of Notary Public, Affix Seal and State  
Notary's Commission Number & Expiration Date



DAVID SHELDON  
Incorporator

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December, 2004, by DAVID SHELDON, an Incorporator, who (Notary choose one) [ ] is personally known to me, or [ ] has produced FL. DS. No. 5435-166-32-372-0 as identification, and who executed the foregoing Articles of Incorporation for the purposes therein expressed.



Signature of Notary Public

MARK BUTLER

Print Name of Notary Public, Affix Seal and State  
Notary's Commission Number & Expiration Date



Mark Butler  
Commission # DD032603  
Expires July 13, 2005  
Bonded Thru  
Atlantic Bonding Co., Inc.

ACCEPTANCE OF APPOINTMENT OF REGISTERED AGENT

I have been designated as Registered Agent in the above Articles of Incorporation of FLORIDANA HOMEOWNERS ASSOCIATION, INC. Simultaneously, I hereby accept the appointment as Registered Agent. My office address is 3900 Clark Road, Suite L-1, Sarasota, Florida 34233.



---

HARLAN R. DOMBER  
Registered Agent

hrd.floridana.genrep.articles.inc

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
04 DEC 29 PM 2:00

2

Rec.: \$ 341.50

Lehan  
to:

This Instrument Prepared By:  
HARLAN R. DOMBER, ESQUIRE  
LAW OFFICE OF HARLAN R. DOMBER, P.A.  
3900 Clark Road, Suite L-1  
Sarasota, Florida 34233  
(941) 923-9930

OR BOOK 02003 PAGES 7375 - 7414  
MANATEE COUNTY CLERK COURT  
40 PAGES(S)  
RECORDED; 3/23/2005 9:33:52 AM



**CERTIFICATE OF THE BYLAWS OF  
FLORIDANA HOMEOWNERS ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

FLORIDANA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation organized under Florida Statutes Chapters 617 and 720 (hereinafter "Corporation"), being the owner of the recreational and other common areas of FLORIDANA SUBDIVISIONS located in Manatee County, Florida, being comprised of five (5) separate platted subdivisions and more specifically identified as follows:

A. FLORIDANA MOBILE HOMESITE SUBDIVISION, as recorded on August 12, 1958, in Plat Book 11, Page 7, of the Public Records of Manatee County, Florida, consisting of one-hundred forty-eight (148) lots as follows: 12 lots in Block A, 27 lots in Block B, 28 lots in Block C, 16 lots in Block D, 8 lots in Block E, 24 lots in Block F, 23 lots in Block G, and 10 lots in Block H;

B. FLORIDANA MOBILE HOMESITE SUBDIVISION, Unit Two, as recorded on November 12, 1959, in Plat Book 12, Page 12, of the Public Records of Manatee County, Florida, consisting of twenty-two (22) lots as follows: 12 lots in Block A and 10 lots in Block B;

C. FLORIDANA MOBILE HOMESITE SUBDIVISION, Unit Three, as recorded on July 14, 1960, in Plat Book 12, Page 66, of the Public Records of Manatee County, Florida, consisting of one-hundred twenty-nine (129) lots as follows: 7 lots in Block E, 14 lots in Block I, 24 lots in Block J, 24 lots in Block K, 22 lots in Block L, 22 lots in Block M, and 16 lots in Block N;

D. FLORIDANA MOBILE HOMESITE SUBDIVISION, Unit Four, as recorded on April 1, 1968, in Plat Book 15, Page 65, of the Public Records of Manatee County, Florida, consisting of thirteen (13) lots; and

E. FLORIDANA HOMEOWNER REPLAT, as recorded on February 28, 1979, in Plat Book 19, Page 155, of the Public Records of Manatee County, Florida, consisting of seven (7) lots;

and being the entity responsible for the operation of FLORIDANA SUBDIVISIONS, and in accordance with the Corporation's Articles of Incorporation, a certified copy of which is being recorded contemporaneously herewith in the Public Records of Manatee County, Florida, has adopted the Corporation's initial Bylaws, being attached as an exhibit hereto;

Said Bylaws having been adopted by the unanimous affirmative vote of the Board of Directors at a special meeting of the Board of Directors of the Corporation on January 26, 2005, at which meeting a quorum was present; said meeting having been called, at least in part, for the purpose of considering and adopting said Bylaws.

EXECUTED this 26<sup>th</sup> day of January, 2005, in the name of the Corporation by its President and its Secretary, who declare under the penalties of perjury that the facts stated herein are true.

FLORIDANA HOMEOWNERS ASSOCIATION, INC.

WITNESSES:

#1 sign: [Signature]  
#1 print: JOHN VAN HOUTEN

By: [Signature]  
EVERETT SMITH, President

#2 sign: [Signature]  
#2 print: SUANN C. MARTINEZ

ATTESTED TO:

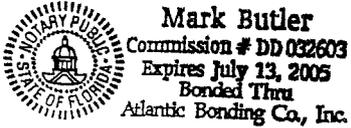
By: [Signature]  
PHIL LAVEN, Secretary

(CORPORATION SEAL)

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 2005, by EVERETT SMITH and PHIL LAVEN, as President and Secretary, respectively, of FLORIDANA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said Corporation and who acknowledged before me that the execution thereof is their free act and deed. They (notary choose one)  are personally known to me or  have produced \_\_\_\_\_ as identification.

  
\_\_\_\_\_  
Signature of Notary Public



  
\_\_\_\_\_  
 Print name of Notary Public, affix seal, & state  
 Notary's commission number & expiration date

**BYLAWS**  
**OF**  
**FLORIDANA HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I. IDENTITY

These are the Bylaws of FLORIDANA HOMEOWNERS ASSOCIATION, INC. (The Corporation), a corporation not for profit under the laws of the State of Florida, organized for the purpose of administering Floridana Subdivision(s) located in Manatee County, Florida, being comprised of five (5) separate platted subdivisions and more specifically identified as follows:

A. FLORIDANA MOBILE HOMESITE SUBDIVISION, as recorded on August 12, 1958, in Plat Book 11, Page 7, of the Public Records of Manatee County, Florida, consisting of one-hundred forty-eight (148) lots as follows: 12 lots in Block A, 27 lots in Block B, 28 lots in Block C, 16 lots in Block D, 8 lots in Block E, 24 lots in Block F, 23 lots in Block G, and 10 lots in Block H.

B. FLORIDANA MOBILE HOMESITE SUBDIVISION, Unit Two, as recorded on November 12, 1959, in Plat Book 12, Page 12, of the Public Records of Manatee County, Florida, consisting of twenty-two (22) lots as follows: 12 lots in Block A and 10 lots in Block B.

C. FLORIDANA MOBILE HOMESITE SUBDIVISION, Unit Three, as recorded on July 14, 1960, in Plat Book 12, Page 66, of the Public Records of Manatee County, Florida, consisting of one-hundred twenty-nine (129) lots as follows: 7 lots in Block E, 14 lots in Block I, 24 lots in Block J, 24 lots in Block K, 22 lots in Block L, 22 lots in Block M, and 16 lots in Block N.

D. FLORIDANA MOBILE HOMESITE SUBDIVISION, Unit Four, as recorded on April 1, 1968, in Plat Book 15, Page 65, of the Public Records of Manatee County, Florida, consisting of thirteen (13) lots.

E. FLORIDANA HOMEOWNER REPLAT, as recorded on February 28, 1979, in Plat Book 19, Page 155, of the Public Records of Manatee County, Florida, consisting of seven (7) lots.

1.1 Principal office.

The principal office of the Corporation shall be at 304 52<sup>nd</sup> Avenue Terrace W., Bradenton, Florida 34207, or at such other place as may be designated by the Board of Directors.

1.2 Fiscal year.

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

1.3 Seal.

The seal of the Corporation shall bear the name of the corporation, the word "Florida," the words, "corporation not for profit," and the year of incorporation.

1.4 Definitions.

For convenience, these Bylaws shall be referred to as the "Bylaws"; and the Articles of Incorporation of the Corporation as the "Articles". The other terms used in these Bylaws shall have the same definitions and meaning as those set forth in F.S. Chapter 617 and Chapter 720 (the Acts), as presently existing and as hereafter amended from time to time, as well as those set forth in the Articles, unless provided to the contrary in these Bylaws, or unless the context otherwise requires.

1.5 Official Records and Minutes.

The Corporation shall maintain each of the items, which is applicable, identified within Section 720.303(4), F.S., to constitute the Official Records of the Corporation. Minutes of all meetings of the Members and all meetings of the Board of Directors shall be kept in a book and such Official Records and minutes shall be available for inspection by the Members of the Corporation and board members and their authorized representatives at all reasonable times. The right to inspect shall include the right to make or obtain copies, at the reasonable expense, if any, of the Member. The Corporation may adopt reasonable rules in writing regarding the frequency, time, location, notice, and manner of record inspections and copying. The Corporation shall maintain an adequate number of copies of the Articles of Incorporation, these Bylaws, and Corporation Rules, and all amendments to each of the foregoing, on the

Corporation's property to ensure the availability to Members and prospective purchasers and may charge its actual costs for preparing and furnishing these documents to those requesting them. All minutes shall be retained for a period of not less than seven (7) years.

## ARTICLE II. MEETINGS OF MEMBERS AND VOTING

### 2.1 Annual meeting.

The annual meeting of the Members shall be held on the date and the at the place and time as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the Members.

### 2.2 Special meetings.

Except as provided in Sections 2.5 and 2.6 of this Article, special meetings of the Members shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Corporation, and must be called by the President or Secretary on receipt of a written request from at least 40% of the Members of the Corporation entitled to vote at the meeting. Requests for a meeting by the Members shall state the purpose for the meeting, and business conducted at any special meeting shall be limited to the matters stated in the notice for it.

### 2.3 Notice of all Members' meetings.

Notice of each Members' meeting, stating the time and place and including the agenda for which the meeting is called, shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing and sent or hand delivered to each Member at his address as it appears on the books of the Corporation. The notice of all Members' meetings, including the annual meeting, shall be mailed or delivered not less than fourteen (14) continuous days prior to the date of the meeting. An officer of the Corporation shall execute an affidavit affirming that notices of the Members' meeting were mailed or hand delivered to each Member in accordance with these Bylaws and the Acts. This affidavit shall be included in the

official records of the Corporation. In addition, a notice of the annual meeting and each meeting of the membership shall be posted at a conspicuous place on the Corporation's property at least fourteen (14) continuous days preceding the annual meeting and each meeting of the Members. Proof of posting shall be given by Affidavit. Upon notice to the Members, the board shall by duly adopted rule, designate a specific location on the Corporation's property upon which all notices of Members' meetings shall be posted. Where a lot is owned by more than one person, the Corporation shall provide notice, for meetings and all other purposes, to that one address which one or more of the owners of the lot shall so advise the Corporation in writing, or if no address is given or the owners of the lot do not agree, to the address provided on the deed of record for the lot.

#### 2.4 Notice of budget meeting.

The Board of Directors shall mail a notice and a copy of the proposed annual budget to the Members not less than fourteen (14) days before the meeting at which the board will consider the budget.

#### 2.5 Notice of meeting to consider excessive budget.

If a budget adopted by the Board of Directors requires assessment against the Members for any calendar year exceeding 115% of the assessment for the preceding year, the Board, on written application of twenty percent (20%) of the Members to the Board, shall call a special meeting of the Members giving notice of the meeting as required for a meeting of Members, stating the purpose of the meeting.

#### 2.6 Notice of meeting for consideration of recall of Board Members.

A special meeting of the Members to recall a member or members of the Board of Directors may be called by twenty percent (20%) of the Members giving notice of the meeting as required for a meeting of Members, stating the purpose of the meeting.

#### 2.7 Quorum.

Unless a lower number or no requirement of quorum is provided within these Bylaws, a quorum at meetings of Members shall consist of persons entitled to cast,

either in person or by proxy, one hundred (100) votes of the membership. Absentee ballots alone may not be counted in determining a quorum.

2.8 Voting.

(a) Number of votes. In any meeting of Members, the owners of lots shall be entitled to cast one vote for each lot owned. The vote of a lot is not divisible.

(b) The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding on all Members for all purposes unless the Acts, the Articles, or these Bylaws require a larger or lesser percentage of vote, in which case that larger or lesser percentage shall control.

2.9 Membership-designation of voting member.

Persons or entities shall become members of the Corporation on the acquisition of fee title to a lot in Floridana Subdivision(s) after approval of the acquisition in the manner provided in these Bylaws. Membership shall be terminated when a person or entity no longer owns a lot in Floridana Subdivision(s). If a lot is owned by more than one natural person, any record owner of the lot may vote in person or by proxy, provided that there shall be no more than one vote per lot. In the case of conflict among the owners of the lot, the vote for that lot shall not be counted as to the matter under consideration in which the conflict arose, and whether the conflict appears by vote in person or by proxy. Ballots may be cast for lots owned by corporations or partnerships by a president, vice president, a partner, or any other person designated in a written certificate filed with the Secretary of the Corporation and signed by a president or vice president of a corporation or a partner of a partnership.

2.10 Proxies; Powers of Attorney.

Except as specifically otherwise provided herein, Members may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes (DBR Form 33-033). Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves if so determined by the Board of Directors; for votes taken to waive financial statement requirements; for votes taken to amend the Articles of Incorporation or these

Bylaws pursuant to the provisions herein; and for any other matter for which Chapter 720, F.S., requires or permits a vote of the Members. No proxy, limited or general, shall be used in the election of members to the Board. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions hereof, Members may vote in person at Member meetings. Each proxy shall set forth specifically the name of the person authorized to vote the proxy for the Member. Each proxy shall contain the date, time and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for a period longer than 90 days after the date of the first meeting for which it was given, and it may be revoked at any time at the pleasure of the Member executing it. The proxy shall be signed by the Member or owners (if more than one) or by the appropriate officer or partner of a corporation or partnership or other designated person mentioned in Section 2.10 of these Bylaws, or the duly authorized attorney-in-fact of that person or persons (provided the power of attorney is filed with the Secretary of the Corporation). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a Member, properly executed and granting such authority, may vote the interest of that lot.

#### 2.11 Adjourned meetings.

If any meeting of Members cannot be organized because a quorum is not present, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the Corporation's property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

#### 2.12 Waiver of notice.

Members may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the secretary of the Corporation either before, at, or after the meeting for which the waiver is given.

2.13 Action by Members without a meeting.

Unless otherwise prohibited by law, Members may take action by written agreement without a meeting, as long as written notice is given to the Members in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the Members, or a larger percentage vote as otherwise may be required by the Acts, the Articles or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership, provided a quorum submits a response. The notice shall set forth a time period within which responses must be made by the Members.

2.14 Minutes of meetings.

The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives, and Board members at any reasonable time. The minutes shall be retained by the Corporation for a period of not less than seven (7) years. Members and their authorized representatives shall have the right to make handwritten notations from the minutes.

2.15 Order of business.

The order of business at annual meetings of Members and as far as practical at other Members' meetings, shall be

- (a) Call to order;
- (b) Election of a chairman of the meeting, unless the President or Vice President is present, in which case either the President or Vice President may preside;
- (c) Calling of the roll, certifying of proxies, determination of a quorum;
- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;

- (f) Reports of officers;
- (g) Reports of committees;
- (h) Appointment of inspectors of election;
- (i) Determination of number of directors;
- (j) Election of directors;
- (k) Unfinished business;
- (l) New business;
- (m) Adjournment

2.16 Actions specifically requiring Member votes.

The following actions require approval by the Members and may not be taken by the Board of Directors acting alone:

- (a) Merger of two or more independent subdivisions to form a single community to be governed by this Corporation.
- (b) Purchase of additional land other than the purchase of a lot or lots within Floridana Subdivision(s) and the mobile home(s) situated thereon.
- (c) Recall of members of Board of Directors.
- (d) Other matters contained in the Articles or these Bylaws that specifically require a vote of the Members.

2.17 Proof of mailing. Any officer of the Corporation shall be authorized to provide an affidavit, to be included in the Official Records of the Corporation, affirming that notices of a Corporation meeting were mailed or hand delivered in accordance with the Bylaws, to each Member at the address last furnished to the Corporation.

2.19 Member meeting participation. Members shall have the right to participate in meetings of Members with reference to all designated agenda items. The Corporation may adopt reasonable rules in writing governing the frequency, duration, and manner of Member participation.

2.20 Tape recording or video taping of meetings. Any Member may tape record or video tape a meeting of the Members subject to such reasonable rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes, and such written rules as may be adopted in compliance therewith by the Board of Directors.

### ARTICLE III. DIRECTORS

#### 3.1 Number and qualifications.

The affairs of the Corporation shall be managed initially by a board of seven (7) directors. The initial directors of this Corporation shall be the final board of directors of Floridana Homeowners, Inc. Thereafter, the Board shall be composed of any odd number of directors that the Members may decide. The number of directors, however, shall never be less than five (5) nor more than nine (9). Directors must be either Members, officers of a corporate Member, partners of a partnership-owned Member, or the designated voting representative of a Member. No director shall continue to serve on the Board after said director ceases to be a Member or the spouse of a Member in the Corporation.

#### 3.2 Election of directors.

The members of the Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in Florida Statutes Chapter 720. Not less than sixty (60) days before a scheduled election, the Corporation shall mail or deliver, whether by separate Corporation mailing or included in another Corporation mailing or delivery including regularly published newsletters, to each Member entitled to vote, a First Notice of the date of the election. The Board shall hold a meeting within five (5) days after the deadline for a candidate to provide notice to the Corporation of intent to run. At this meeting the Board shall accept additional nominations. Any Member or

other eligible person may nominate himself or may nominate another Member or eligible person, if he has permission in writing to nominate the other person. Any Member or other eligible person desiring to be a candidate for the Board must give written notice to the Corporation not less than forty (40) days before a scheduled election. Not less than thirty (30) days before the election, the Corporation shall mail or deliver a Second Notice of the election to all Members entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Corporation shall include an information sheet, no larger than 8-1/2 x 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Corporation. The voting procedures at such meeting shall be such as are consistent with provisions established within such rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Elections shall be decided by a plurality of those ballots cast; there shall be no cumulative voting. There shall be no quorum requirements; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. No Member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Member who needs assistance in casting the ballot for the reason stated in Section 201.051, F.S., may obtain assistance in casting the ballot. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions hereof, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

### 3.3 Term.

Each director's term of service shall extend until the next annual meeting of the Members and thereafter until said director's successor is duly elected and qualified or until said director is removed in the manner provided in Section 3.5. The Members may vote at any annual meeting and in order to provide a continuity of experience, to create classes of directorships having a term of one, two or three years so that a system of staggered terms will be initiated.

### 3.4 Vacancies.

Subject to the provisions of applicable statutes the remaining directors may vote at any duly called Board meeting to fill a vacancy on the Board. In such event, a

quorum for purposes of that vote shall consist of a majority of the remaining directors. Any director elected to fill a vacancy shall hold office for the balance of the remaining term of the vacating director.

### 3.5 Removal.

Any director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all voting interests. A special meeting of the Members to recall a member or members of the Board of Directors may be called by twenty percent (20%) of the voting interests giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the meeting. Any vacancy on the Board of Directors thus created shall be filled as provided in this Section.

A. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective as provided below. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Members' meeting to recall one or more Board members. At the meeting the Board shall either certify the recall, in which case, such members or members shall be recalled, effective immediately, and shall turn over to the Board within five (5) full business days any and all records of the property of the Corporation in their possession, or, shall proceed as set forth in Subsection C below.

B. If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing or copy thereof shall be served on the Corporation by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes, and the Florida Rules of Civil Procedure. The Board shall duly notice a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board, within five (5) full business days, any and all records of the Corporation in their possession, or proceed as described in Subsection C.

C. If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division a petition for arbitration pursuant to the procedures of F.S. Section 718.1255.

For all purposes of this provision, the Members who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. In the event the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon the mailing of a final order of arbitration to the Corporation. If the Corporation fails to comply with the order of the arbitrator, the Division may take action pursuant to F.S. Section 718.501. Any member or members so recalled shall deliver to the Board any and all records of the Corporation in their possession within five (5) full business days of the effective date of the recall.

D. If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of adjournment of the Members' recall meeting, the recall shall be deemed effective and the Board members so recalled shall immediately turn over to the Board any and all records of the Board and the property of the Corporation.

E. If a vacancy occurs on the Board as a result of a recall and less than the majority of the Board members are removed, the vacancy may be filled by affirmative vote of the majority of the remaining Directors, notwithstanding any provision to the contrary contained in this Subsection. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members have been removed, the vacancies shall be filled in accordance with procedural rules as adopted by the Division, which rules need not be consistent with this Subsection of these Bylaws.

F. If a vacancy occurs on the Board as a result of a recall and less than a majority of the board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary contained herein. If vacancies occur on the Board as a result of a recall and a majority or more of the board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes.

### 3.6 Disqualification and resignation.

Any director may resign at any time by sending or personally delivering a written notice of resignation to the Corporation, addressed to the Secretary. The resignation shall take effect on receipt by the Secretary, unless it states differently. Any director who has more than three (3) unexcused absences from meetings of the Board

of Directors during a calendar year may be removed by the remaining Board members and must immediately turn over all of the Corporation's property, including any equipment and keys.

3.7 Organizational meeting.

The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at a place and time that shall be fixed by the directors at the meeting at which they were elected and without further notice.

3.8 Regular meetings.

The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each director personally or by mail, telephone or telegraph, at least two (2) days before the day named for the meeting.

3.9 Special meetings.

Special meetings of the Board of Directors may be called by the President and, in the President's absence, by the Vice President, and must be called by the Secretary at the written request of one third (1/3) of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph. The notice shall state the time, place and purpose of the meeting and shall be transmitted not less than two (2) days before the meeting.

3.10 Waiver of notice.

Any director may waive notice of a meeting before, at or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of the meeting, except when said director's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.11 Notice to Members.

Notices of all meetings of the Board of Directors specifically identifying all agenda items shall be titled "To the Attention of All Members" and shall also be posted conspicuously on the Corporation's property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. Any item not included in the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. Notice of any meeting in which regular assessments against the Members are to be considered for any reason shall contain a statement that assessments will be considered and the nature of any such assessments. Written notice of any meeting at which non-emergency special assessments, or at which an amendment to rules regarding lot use will be proposed, discussed, or approved, shall be mailed or delivered to the Members and posted conspicuously on the Corporation's property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the Secretary and filed among the Official Records of the Corporation. Upon notice to the Members, the Board shall by duly adopted rule designate a specific location on the Corporation's property upon which all notices of Board meetings shall be posted.

### 3.12 Quorum.

A quorum at the meetings of the directors 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 Acts, the Articles or these Bylaws. A director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless said director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. No director may vote by proxy, or by secret ballot at a Board meeting except for the election of officers. A vote or abstention for each member present shall be recorded in the minutes of that meeting.

### 3.13 Adjourned meetings.

If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting until a quorum is present. The adjourned meeting shall be held after proper notice given in accordance with these Bylaws.

3.14 No proxy.

There shall be no voting by proxy or secret ballot at any meeting of the Board of Directors.

3.15 Joinder in meeting by approval of minutes.

A director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that director for the purpose of determining a quorum.

3.16 Meetings open to Members.

Meetings of the Board of Directors and of any committee which has been delegated the authority to render a final decision on behalf of the Board of Directors shall be open to all Members. When a telephone conference call is used, a telephone speaker shall be attached so that the discussion may be heard by the Board members (or committee members, as applicable) and by any Members present in an open meeting. Board members (or committee members, as applicable) utilizing a telephone conference call may be counted toward obtaining a quorum and may vote over the telephone. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items; however, the Board may permit a Member to speak on items not specifically designated on the agenda and may adopt reasonable rules governing the frequency, duration, and manner of Member statements. Any Member may tape record or videotape meetings of the Board. Tape recording and videotaping of a meeting shall be in compliance with such reasonable rules as may have been adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes and such written rules adopted by the Board.

3.17 Presiding officer.

The presiding officer at Board meetings shall be the President or, in the President's absence, the Vice President, and in the Vice President's absence, the directors present shall designate any one of their number to preside.

3.18 Minutes of meetings.

The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by the Members or their authorized representative and by the Board members at any reasonable time. The Corporation shall retain these minutes for a period of not less than seven (7) years. Members and their authorized representatives shall have the right to make written notations from the minutes.

### 3.19 Committees.

The Board of Directors, by resolution adopted by a majority of the full Board, may appoint an Executive Committee and one or more other committees comprised either of board members, Members, or Board members and Members appointed by the Board, whose exercise of power shall be subject to the prior and subsequent approval of the Board of Directors. The Executive Committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Corporation during the intervals between the meetings of the Board insofar as may be permitted by law. The Executive Committee, however, shall not have power to: (a) determine the common expenses required for the operation of the Corporation; (b) determine the assessments payable by the Members to meet the common expenses of the Corporation; (c) adopt or amend the Rules and Regulations of the Corporation; (d) approve or recommend to Members any actions or proposals required by the Acts, the Articles or these Bylaws to be approved by the Members; or (e) fill vacancies on the Board of Directors.

### 3.20 Compensation.

Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties. No Director shall solicit, offer to accept, or accept anything or any service of value for which consideration has not been provided, for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Corporation. However, this paragraph does not prohibit a director from accepting services or items received in connection with trade fairs or education programs.

### 3.21 Order of business.

The order of business at meetings of directors shall be:

- (a) Calling of roll;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers and committees;
- (e) Election of officers;
- (f) Unfinished business;
- (g) New business;
- (h) Adjournment.

3.22 Failure to elect director quorum.

If the Corporation or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any Member may apply to the circuit court within whose jurisdiction the Floridana subdivisions are situated for the appointment of a receiver to manage the affairs of the Corporation, in the manner prescribed in the Acts. If a receiver is appointed, the Corporation shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all the powers and duties of a duly constituted Board of Directors and shall serve until the Corporation fills vacancies on the Board sufficient to constitute a quorum.

ARTICLE IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Corporation existing under the Acts, the Articles and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors or employees, subject only to the approval by Members when that approval is specifically required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1 Maintenance, management and operation of the Corporation's property.

4.2 Contract, sue or be sued.

The Corporation may institute, maintain, settle or appeal actions or hearings in its name on behalf of all Members concerning matters of common interest, including but not limited to the common areas and commonly-used facilities.

4.3 Right of access to lots.

The Corporation has the irrevocable right to access to each lot during reasonable hours as necessary for the maintenance, repair or replacement of any common areas or for making emergency repairs necessary to prevent damage to the common areas or to another lot or lots.

4.4 Make and collect assessments.

4.5 Lease, maintain, repair and replace the common areas.

4.6 Purchase or otherwise acquire title to lots in Floridana subdivisions and the mobile homes situated thereon.

4.7 Sell or otherwise convey title to lots in Floridana subdivisions, and/or the mobile homes situated thereon.

4.8 Lease lots in Floridana subdivisions and the mobile homes situated thereon, that are owned by the Corporation.

4.9 Lien and foreclose for unpaid assessments.

The Corporation has a lien on each lot for any unpaid assessments with interest at the maximum rate allowed by Florida law (presently 18% per annum) and for reasonable attorneys' fees incurred in the collection of the assessment or enforcement of the lien, including attorneys' fees on appeal. The Corporation also has the power to purchase the lot, the mobile home and any improvements on the lot at the foreclosure sale and to hold, lease, mortgage or convey said property.

4.10 Acquire use interest in recreational facilities.

The Corporation may enter into agreements, acquire leaseholds, memberships and other possessory or use interests in lands or facilities, such as country clubs, golf courses, marinas and other recreational facilities, whether contiguous to the Corporation's property or not if they are intended to provide enjoyment, recreation or other use or benefit to the Members.

4.11 Adopt rules and regulations.

The Corporation may adopt reasonable rules and regulations for the use of the common areas, recreational facilities and water and sewer facilities serving Florida subdivisions.

4.12 Maintain accounting records.

4.13 Obtain insurance.

The Corporation shall use its best efforts to obtain and maintain adequate insurance to protect the Corporation and the common areas and any other property owned or leased by the Corporation.

4.14 Furnish annual financial reports to Members.

See Section 6.5 of the Bylaws. Copies of financial reports shall be provided to a Member upon written request and at a reasonable charge for copying.

4.15 Give notice of liability exposure.

If the Corporation may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Members, who shall have the right to intervene and defend.

4.16 Provide certificate of unpaid assessment.

Any Member, mortgagee or other record lien holder has the right to require from the Corporation a certificate showing the amount of unpaid assessments respecting the Member's lot, for which the Corporation shall be entitled to charge a reasonable fee. Said fee shall be established and adjusted by the Board of Directors from time to time.

4.17 Approve or disapprove lot transfers and impose reasonable fees.

The sale, conveyance, or lease of a lot, and/or the dwelling unit thereon, is subject to the approval of the Board of Directors or its duly authorized officers, agents or committee; said approval shall not be unreasonably withheld. No sale, conveyance, or lease of a lot, and/or the dwelling unit thereon, shall be binding on the Corporation until the Corporation renders its written approval. The Board of Directors shall promulgate application forms for use in the sale, conveyance, or lease of a lot, and/or the dwelling unit thereon, and make such forms available to interested persons at the Corporation's office. The Corporation may charge a present fee of up to \$50.00 in connection with the approval or disapproval of any proposed transfer, lease, sale or other disposition of a Member's lot in Floridana subdivisions. However, if the approval is for a renewal of a lease or sublease with the same lessee or sublessee no charge shall be made.

4.18 Contract for maintenance and management of the Corporation's Property.

4.19 Pay taxes or assessments against the common areas or Corporation property.

4.20 Pay costs of utility services rendered to the Corporation and the Corporation's property and not billed directly to individual Members.

4.21 Employ or otherwise engage personnel.

The Corporation may employ or otherwise engage and dismiss personnel as necessary for the maintenance and operation of the Corporation's property and may retain those professional service providers that are required for such purposes.

4.22 Impose fines.

Pursuant to F.S. Section 617.10(3) and F.S. Section 720.305, the Board of Directors may impose fines on Members (or lot occupants, invitees, licensees) in such reasonable sums as they may deem appropriate, not to exceed the maximum amount allowed by statute, for violations of the Acts, the Articles, these Bylaws and lawfully adopted rules and regulations, by owners or their guests or tenants. The Board may collect those fines in one or more installments. Each day of violation shall be a separate violation. No fine

shall be imposed until the offending party (which always shall include the Member) has been given written notice of the violation and an opportunity to appear and be heard before the Board of Directors, which notice and hearing shall comply with the following procedures:

- a. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:
  1. A statement of the date, time and place of the hearing;
  2. A statement of the provisions of the Corporation's Articles of Incorporation, Bylaws, or Rules and Regulations which have allegedly been violated; and
  3. A short and plain statement of the matters asserted by the Corporation.
  4. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Corporation.
- b. The hearing must be held before a committee of other Members. If the committee does not agree with the fine, the fine may not be levied.

#### 4.23 Suspend rights of delinquent Members.

Pursuant to Florida Statutes Section 720.305, the Board of Directors may suspend the right of any Member, his tenants or guests, to use the recreation facilities of the Corporation as long as the Member is delinquent in the payment of assessments for common expenses or fines levied by the Corporation.

#### 4.24 Authorize private use of the common areas.

The Board of Directors may authorize Members or others to use portions of the common areas, such as social rooms and meeting rooms for private parties and gatherings, for which reasonable charges may be imposed.

4.25 Repair or reconstruct improvements after casualties.

4.26 Lien for labor and materials furnished to the common areas.

Labor performed on or materials furnished to the common areas, if authorized by the Board of Directors, may be the basis for the filing of a lien against the Corporation's property, for which the Members shall be liable in the proportions for which the owners are liable for common expenses.

## ARTICLE V. OFFICERS

5.1 Executive officers.

The executive officers of the Corporation 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. The officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all of the directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time may elect other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Corporation.

5.2 President.

The President shall be the chief executive officer of the Corporation. The President shall have all of the powers and duties that usually are vested in the office of president of a corporation, including but not limited to the power to appoint committees from among the Members to assist in the conduct of the affairs of the Corporation as he in his discretion may determine appropriate. The President shall preside at all meetings of the Board.

5.3 Vice President.

The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the president. He also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the directors.

5.4 Secretary.

The Secretary shall keep the minutes of all proceedings and the notices to the Members and directors and other notices required by law. He shall have custody of the seal of the Corporation and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Corporation, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of a corporation and as may be required by the directors or the President.

5.5 Treasurer.

The Treasurer shall have custody of all property of the Corporation, including funds, securities and evidences of indebtedness. He shall keep books of account for the Corporation in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Corporation in such depositories as shall be designated by a majority of the Board.

5.6 Compensation.

The compensation, if any, of all officers and other employees of the Corporation shall be fixed by the Board of Directors. This provision shall not preclude the Board from employing a director as an employee of the Corporation or preclude the contracting with a director for the management of the Corporation's property. No officer shall solicit, offer to accept, or accept anything or any service of value for which consideration has not been provided, for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Corporation. However, the provisions hereof do not prohibit an officer from accepting services or items received in connection with trade fairs or education programs.

## ARTICLE VI. FISCAL MANAGEMENT

### 6.1 Board adoption of budget.

The Board of Directors shall adopt a budget for the common expenses of the Corporation in advance of each fiscal year at a regular or special meeting of the Board called at least in part for that purpose at least 45 days before the end of each fiscal year.

### 6.2 Budget requirements

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by account and expense classifications, including, when applicable, but not limited to:

- (a) Administration of the Corporation;
- (b) Management fees;
- (c) Maintenance;
- (d) Rent for recreational and other commonly used facilities;
- (e) Taxes on Corporation property;
- (f) Taxes on leased areas;
- (g) Insurance;
- (h) Security provisions;
- (i) Other expenses;
- (j) Operating capital;
- (k) Fees payable to the Division of Florida Land Sales, Condominiums and Mobile Homes, if any;

- (l) At the discretion of the Board of Directors, the budget may provide for reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting and pavement resurfacing. Notwithstanding the foregoing, reserves may be waived or reduced from the annual budget by a majority vote at a duly called meeting of the Corporation if the Members shall determine for a fiscal year to provide no reserves or reserves less adequate than determined by the Board of Directors.

In addition, if the Corporation maintains limited common areas with the cost to be shared only by those entitled to use such limited common areas, the budget or a schedule attached to the budget shall show amounts budgeted therefor. Should the budget provide for the funding of reserve accounts for capital expenditures and deferred maintenance, said reserve accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expenses or replacement costs, and for any other item for which the deferred maintenance expense or replacement cost exceeds Ten Thousand Dollars (\$10,000.00). In computing the amount to be reserved, the Corporation may adjust such replacement reserve assessments annually to account for extension of the useful life of a reserve item caused by deferred maintenance. Such reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the Members present at a duly called meeting of the Corporation.

### 6.3 Member rejection of excessive budget.

If a budget adopted by the Board of Directors requires assessment against the Members in any fiscal year exceeding 115% of the assessment for the previous year, the Board, on written application of 20% of the Members shall call a special meeting of the Members within 30 days. The special meeting shall be called on not less than ten days written notice to each Member. At the special meeting, Members shall consider and enact a budget by not less than a majority vote of all Members. Provisions for reasonable reserves for repair or replacement of all the Corporation's property and nonrecurring expenses and assessments for betterment to the Corporation's property shall be excluded from the computation in determining whether assessments exceed 115% of similar assessments in the previous year.

6.4 Alternative budget adoption by Members.

At its option, for any fiscal year, the Board of Directors may propose a budget to the Members at a meeting of Members or in writing. If the proposed budget is approved by the Members at the meeting or by a majority of all Members in writing, the budget shall be adopted.

6.5 Accounting records and reports.

The Corporation shall maintain accounting records within one hundred (100) miles of the county in which the Floridana subdivisions are located, according to good accounting practices. The records shall be open to inspection by Members or their authorized representative at reasonable times. The records shall include but are not limited to: (a) a record of all receipts and expenditures and (b) an account for each lot, designating the name and current mailing address of the Member, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid on the account and the balance due. Within 90 days after the end of each fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Member (or post or publish in the community newsletter at the Board of Directors' discretion), a complete financial report of actual receipts and expenditures for the previous 12 months.

6.6 Depository.

The depository of the Corporation shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Corporation shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the directors. Reserve and operating funds of the Corporation shall not be commingled, except as permitted for investment purposes by F.S. Section 720.303(8).

6.7 Fidelity bonding.

Each person who controls or disburses funds of the Corporation shall be bonded by a fidelity bond. The cost of bonding shall be at the expense of the Corporation. The

amount of the fidelity bond shall be in the principal sum of \$25,000.00 for each such person, unless a greater amount is required by Florida law.

6.8 Annual election of income reporting method.

The Board of Directors shall make a determination annually, based on competent advice, whether it shall cause the Corporation's income to be reported to the Internal Revenue Service by the "regular" method (Federal Tax Form 1120), or the "alternative" method (Federal Tax Form 1120H), according to which method of reporting shall best serve the interests of the Corporation for the reporting period under consideration.

ARTICLE VII. ASSESSMENTS AND COLLECTION

7.1 Assessments, generally.

Assessments shall be made against the Members not less frequently than quarterly in the discretion of the Board of Directors. The assessments shall be made in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against each Member in the Member's proportional share of the common expenses, though such share may be different among classes of lots based upon the state of development thereof, levels of services received by the applicable members, or other relevant factors. Generally, the Member's proportional share of the common expenses is a fraction, the numerator of which is one, and the denominator of which is the total number of memberships then outstanding.

7.2 Emergency assessments.

Assessments for common expenses due to emergencies that cannot be paid from the annual assessment for common expenses shall be made by the Board of Directors after 30 days' notice given to the Members. These assessments shall be paid at the times and in the manner that the Board may require in the notice of assessment.

7.3 Other charges.

Charges by the Corporation against Members for other than common expenses shall be payable in advance or otherwise as billed, and may be collected along with common expenses. Charges for other than common expenses may be made only after approval of a Member or when expressly provided for in the Corporation's governing documents or pursuant to a service agreement. These charges may include, without limitation, charges for the use of the Corporation's property or recreation areas, maintenance services furnished at the expense of a Member, water and sewer services provided by the Corporation, and other services furnished for the benefit of a Member.

7.4 Liability for assessments.

Each Member, regardless of how title is acquired, shall be liable for all assessments coming due while he is the Member. The Member and his grantee in a voluntary conveyance shall be jointly and severally liable for all unpaid assessments and other charges due and payable up to the time of the voluntary conveyance. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the lot for which the assessments are made.

7.5 Assessments, amended budget.

If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.6 Collection; interest, application of payment.

Assessments and installments on them, if not paid within ten (10) days after the date they become due, shall bear interest at the highest rate allowed by the laws of Florida, presently at the rate of 18% per year. The Corporation may also assess a late charge on delinquent assessments in addition to such interest in an amount not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each installment of the assessment for each delinquent assessment that the payment is late. Any payment received shall be applied first to interest accrued, next to late charges,

then to any costs and reasonable attorney's fees incurred in collection, and lastly to the delinquent assessment.

7.7 Lien for assessment.

The Corporation has a lien on each Member's lot for any unpaid assessments with interest at the highest rate allowed by the laws of Florida (presently 18% per annum) and for reasonable attorney's fees incurred by the Corporation incident to the collection of the assessment(s) or enforcement of the lien. The Corporation is entitled to execute and record a claim of lien in the manner provided in Florida Statutes Sections 718.116(5)(a) and (b). The claim of lien shall secure all unpaid assessments, interest, late charges, costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure.

7.8 Collection suit, notice.

The Corporation may bring an action to foreclose any lien for assessment(s) in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for unpaid assessment(s) without waiving any claim of lien. The Corporation is entitled to recover its reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessment(s). The Corporation shall give notice to the Member of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Member or by certified mail, return receipt requested, addressed to the Member.

ARTICLE VIII. CORPORATION CONTRACTS, GENERALLY

8.1 Fair and reasonable cancellation.

All contracts for the operation, maintenance or management of the Corporation or property serving the Members, made by the Corporation, must not be in conflict with the powers and duties of the Corporation or the rights of the Members.

Any contract that is not to be fully performed within one (1) year from its making or any contract for the purchase, lease, or renting of materials or equipment to be used by the Corporation in accomplishing its purposes under Florida Statutes Chapter 720

and any contract for the provision of services shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment or for the provision of services requiring payment by the Corporation exceeds 5% of the total annual budget of the Corporation, including reserves, the Corporation shall obtain competitive bids for the materials, equipment, or services. Nothing contained herein shall be construed to require the Corporation to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Corporation and contracts for attorney's, accountant's, architect's, community association manager's, engineer's and landscape architect's services shall not be subject to the provisions hereof. Nothing contained herein is intended to limit the ability of the Corporation to obtain needed products and services in an emergency. The provisions hereof shall not apply if the business entity with which the Corporation desires to enter into a contract is the only source of supply within the county serving the Corporation. If allowed under Florida Statutes Section 720.3055, the Corporation may waive the requirement of this paragraph as provided in such statute.

#### 8.2 Vending equipment.

The Board of Directors may obligate the Corporation under lease agreements or other contractual arrangements for vending equipment. The leases or agreements for the vending equipment may not be subject to cancellation by Members other than the Board of Directors.

#### 8.3 Escalation clauses in management contracts prohibited.

No management contract entered into by the Corporation shall contain an escalation clause, since they have been declared to be against the public policy of the State of Florida.

#### 8.4 Requirements for maintenance and management contracts.

Written contracts for operation, maintenance and management entered into by the Corporation must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

- (a) Specification of the services, obligations and responsibilities of the service provider.

- (b) Specification of costs for services performed.
- (c) An indication of frequency of performance of services.
- (d) Specification of minimum number of personnel to provide the services contracted for.

#### ARTICLE IX. ROSTER OF MEMBERS AND MORTGAGEES

Each Member shall file with the Corporation a copy of the deed or other instrument showing his ownership, together with a copy of any mortgage on his lot and any satisfaction of that mortgage. The Corporation shall maintain these documents in a suitable binder for reference as required in the exercise of its powers and duties.

#### ARTICLE X. COMPLIANCE AND DEFAULT

##### 10.1 Violations, notice, actions.

In the case of a violation (other than the nonpayment of an assessment) by a Member of any of the provisions of the Acts, the Articles, these Bylaws or any lawfully adopted rules and regulations, the Corporation by direction of its Board of Directors may transmit to the Member by certified mail, return receipt requested, a notice of the violation. If the violation shall continue for a period of thirty (30) days from the date of the notice, the Corporation shall have the right to treat the violation as an intentional and material breach of the provision cited in the notice. It then, at its option, may take the following actions:

- (a) File an action to recover its damages on behalf of the Corporation or on behalf of other Members.
- (b) File an action for injunctive relief requiring the offending Member to take or desist from taking certain actions.
- (c) File an action for both damages and injunctive relief.

A Member may bring an action against the Corporation for damages, injunctive relief, or both, if the Corporation fails to comply with the provisions of the Acts, the Articles, these Bylaws or the rules and regulations.

The foregoing action may be taken in addition to the Corporation's right to impose fines under Section 4.22 of these Bylaws or to file and foreclose its Claim of Lien under Section 7.7 of these Bylaws.

#### 10.2 Attorneys' fees.

In any action brought pursuant to the provisions of Section 10.1 of these Bylaws, the prevailing party is entitled to recover reasonable attorneys' fees and all costs. As used in these Bylaws, attorneys' fees shall include fees incurred in all appeals and in bankruptcy and any legal assistants' fees associated therewith.

#### 10.3 No waiver of rights.

Neither a Member nor the Corporation may waive a provision of the Acts if that waiver would adversely affect the rights of other Members or the purposes of the provision, except that Members or board members may waive notice of specific meetings in writing.

### XI. ARBITRATION OF INTERNAL DISPUTES

Mandatory non-binding mediation or arbitration as provided for in Section 720.311, F.S., shall be conducted respecting disputes as defined therein.

### ARTICLE XII. LIMITATIONS ON MEMBER LIABILITY FOR USE OF COMMON AREAS

Each Member may be personally liable for the acts or omissions of the Corporation relating to the use of the common areas. That liability shall be shared with other Members in the same percentages as their respective interests in the common areas. No individual Member's liability shall exceed the value of his lot.

### ARTICLE XIII. PARLIAMENTARY RULES

ROBERTS' RULES OF ORDER (latest edition) shall govern the conduct of the Corporation's meetings when not in conflict with the Acts, the Articles, or these Bylaws.

#### ARTICLE XIV. RULES AND REGULATIONS

##### 14.1 Board may adopt.

The Board of Directors may adopt and amend, from time to time, reasonable rules and regulations governing the details of the use and operation of the common areas and recreational facilities serving the Members.

##### 14.2 Posting and furnishing copies.

A copy of the rules and regulations adopted from time to time by the Board of Directors, and any amendments to existing rules and regulations, shall be posted in a conspicuous place on the Corporation's property and a copy furnished to each Member. No rule, regulation or amendment shall become effective until thirty (30) days after posting, except in the case of an emergency, in which case the rule, regulation or amendment shall become effective immediately on posting.

##### 14.3 Limitations on authority.

The Board of Directors may not unreasonably restrict any Member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas and recreational facilities. The Board may not deny any resident of Floridana subdivisions, whether tenant or owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by any residents of single-family homes within the same franchise or license area.

##### 14.4 Reasonableness test.

Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness and peace of mind of the Members and uniformly applied and enforced.

#### ARTICLE XV. RESTRICTIONS ON AND REQUIREMENTS FOR

USE, MAINTENANCE AND APPEARANCE OF THE LOT AND MOBILE HOME  
AND OTHER IMPROVEMENTS SITUATED THEREON

15.1 Where contained.

Restrictions on the use, maintenance and appearance of the individual lots and mobile homes and other improvements situated thereon shall be as stated in the Declaration of Covenants, Conditions and Restrictions, if any, and no amendments or additions shall be contained elsewhere than in said Declaration as adopted by a vote of the Members in the manner prescribed elsewhere in these Bylaws.

15.2 Tests for validity of restricting.

Restrictions contained in the Articles of Incorporation and Bylaws and Declaration of Covenants, Conditions and Restrictions, if any, and any amendments to the aforesaid documents duly adopted by a vote of the Members shall be valid and in the nature of covenants running with the land, unless it is shown that they: (1) are wholly arbitrary in their application; (2) are in violation of public policy; or (3) abrogate some fundamental constitutional right.

ARTICLE XVI. BYLAWS DEEMED AMENDED

These Bylaws shall be deemed amended in those particulars as may be required to make them consistent with the provisions of the Acts, as said Acts may be amended from time to time.

ARTICLE XVII. PRIORITIES IN CASE OF CONFLICT

In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest:

- (a) The Acts
- (b) The Articles of Incorporation
- (c) These Bylaws
- (d) The Rules and Regulations

## ARTICLE XVIII. INDEMNIFICATION

Every officer and director of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including reasonable attorneys' fees incurred and imposed in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been an officer or director of the Corporation, whether or not he is an officer or director at the time the expenses are incurred. The officer or director shall not be indemnified if he is adjudged guilty of gross negligence or willful misconduct or shall have breached his fiduciary duty to the Members of the Corporation. The Corporation shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the director or officer may be entitled.

## ARTICLE XIX. DEFECTIVE GOVERNING DOCUMENTS; CURATIVE PROVISIONS

The Corporation or a Member may petition the circuit court having jurisdiction in the county in which the Floridana subdivisions are situated to correct an error or omission in any governing document required to establish the Corporation, affecting its valid existence, and which errors or omissions are not correctable by the amendment procedures in the Acts.

## ARTICLE XX. AMENDMENTS

Amendments to these Bylaws may be proposed and adopted in the following manner:

### 20.1 Proposal.

Amendments to these Bylaws may be proposed by a majority of the Board, or by written petition to the Board signed by at least one-fourth (1/4th) of the voting interests.

### 20.2 Procedure.

Upon any amendment to these Bylaws being proposed by said Board or Members, the proposed amendment shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

20.3 Vote required.

Except as otherwise provided by law, or by specific provision of the Articles of Incorporation, these Bylaws may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of the voting interests presented in person or by proxy and voting at any annual or special meeting called for such purpose, provided that notice of the amendment has been given to the Members in accordance with law.

20.4 Recording; Effective Date.

A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by the President or Vice President and attested to by the Secretary or Assistant Secretary of the Corporation, and acknowledged in the presence of a notary public. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Manatee County, Florida. The certificate must identify the book and page of the Public Records where the certified copy of the Articles of Incorporation and Bylaws are recorded.

20.5 Format.

Proposals to amend existing Bylaws shall contain the full text of the Bylaws' provision(s) to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying: "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER \_\_\_\_\_ FOR PRESENT TEXT."

ARTICLE XXI. MISCELLANEOUS

21.1 Gender and Number.

Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine, or neuter; singular or plural, as the context requires.

21.2 Severability.

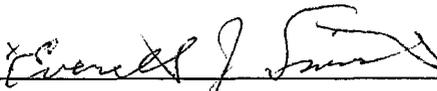
Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

21.3 Conflict.

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Articles of Incorporation, the provisions of the Articles of Incorporation shall prevail over the provisions of these Bylaws.

The foregoing were adopted as the Bylaws of FLORIDANA HOMEOWNERS ASSOCIATION, INC., on the x 26<sup>th</sup> day of x ~~FEB~~ JANUARY 2005.

FLORIDANA HOMEOWNERS  
ASSOCIATION, INC.

By: x   
EVERETT SMITH, President

Attest By: x   
PHIL LAVEN, Secretary

(CORPORATE SEAL)



**AGENDA**  
**Floridana Annual Meeting**  
**January 19, 2004**

1. Call meeting to order.
  2. Invocation.
  3. Pledge of allegiance.
  4. Introduction of Board members.
  5. Secretary reads names of deceased, A moment of silent prayer.
  6. Minutes from previous meeting.
  7. Financial report.
  8. Old Business:
    - Accomplishments:
      - a. Repair pool beams and steps.
      - b. Repair broken sewer line at lift station on 3<sup>rd</sup>. Street West.
      - c. Repair rotted wood on pool house and laundry building.
      - d. Purchase new tables for clubhouse.
      - e. Replace 33 sewer drain covers.
      - f. Upgrade air conditioner.
  9. New Business:
    - a. Introduce the candidates for Directors.
    - b. Take nominations from floor.
    - c. Vote for Directors.
- Coffee break – 10 minutes
- d. Announce results of Directors vote.
10. Questions for Harlan Domber for election to disband current corporate structure.
  11. Election to disband current corporate structure.
  12. Announce results of corporate voting.

ANNUAL STOCKHOLDER MEETING

PAGE 1 OF 2

JANUARY 19, 2004

BOARD MEMBERS PRESENT WERE: EVERETT SMITH (PRESIDENT), M. MCMURTRY (VICE PRESIDENT), CAROL BAUMGARTNER (SECRETARY), SUE GLOSSER (TREASURER), JIM HOPKINS, DON SANOR, CHARLES SHAEFFER, DAVID SHELDON, AND BILL SROCK.

AT 7:00 P.M. EVERETT SMITH (PRESIDENT) CALLED THE MEETING TO ORDER AND ASKED MARTHA ADER TO PLEASE DO THE INVOCATION AND THE PLEDGE OF ALLEGIANCE.

THERE WAS THEN AN INTRODUCTION OF THE BOARD MEMBERS, PARK MANAGER MARK BUTLER AND FLORIDANA ATTORNEY HARLEN DOMBER.

THE MINUTES WERE PASSED OUT FROM THE PREVIOUS YEAR 2002 TO BE READ BY THE RESIDENTS AT THIS MEETING. JIM HOPKINS MADE A MOTION TO ACCEPT AS READ, BILL SROCK SECONDED, MOTION CARRIED.

THE FINANCIAL REPORT WAS PASSED OUT TO ALL RESIDENTS AT THIS MEETING TO REVIEW. SUE GLOSSER (TREASURER) SPOKE TO THE PEOPLE AND TOLD THEM OF THE MONEY THAT HAS BEEN COLLECTED IN PAST DUE PAYMENTS, ALSO THAT THE MONEY IS STILL COMING IN FROM THE PAST PRESIDENT WHO STOLE MONEY FROM FLORIDANA AND THE PAST SECRETARY WHO STOLE MONEY FROM US ALSO.

M. MCMURTRY SPOKE ABOUT ALL OUR ACCOMPLISHMENTS FOR THE YEAR: REPAIR POOL BEAMS AND STEPS, REPAIR BROKEN SEWER LINE AT LIFT STATION ON 3RD. ST. WEST., REPAIR ROTTED WOOD ON POOL HOUSE AND LAUNDRY BUILDING, PURCHASE NEW TABLES FOR CLUBHOUSE WITH FLORIDANA GALS HELP ALSO, REPLACED 33 SEWER DRAIN COVERS AND UPGRADED AIR CONDITIONER ON CLUBHOUSE AFTER INSURANCE COMPANY PAID THEIR PART FROM A CAR THAT HAD IT. MONEY SPENT FOR THESE ITEMS WAS \$38,475.00.

AT THIS TIME SUE GLOSSER INTRODUCED THE CANDIDATES FOR DIRECTORS WHICH WERE: DALE STILES, GLEN ADER AND EVERETT SMITH. THEY EACH INTRODUCED THEMSELVES AND SPOKE A LITTLE ABOUT WHO THEY WERE ETC.

NOMINATIONS WERE THEN TAKEN FROM THE FLOOR. DOUG BREATHAT NOMINATED PHIL LAVEN, HOWEVER, HE WAS NOT PRESENT AND COULD NOT BE A CANDIDATE.

DICK LANGLOIS MADE A MOTION SINCE THERE WERE THREE OPENINGS, TO ACCEPT THE THREE CANDIDATES THAT WERE RUNNING, JOHN GRANGER SECONDED, MOTION CARRIED UNANIMOUSLY.

HARLAN DOMBER (ATTORNEY) TALKED TO THE RESIDENTS ABOUT THE ELECTION TO DISBAND CURRENT CORPORATE STRUCTURE. HE OPENED THE FLOOR FOR QUESTIONS AND ANSWERS. AFTER DISCUSSION WE HAD ELECTION TO DISBAND CORPORATE STRUCTURE.

ANNOUNCEMENT OF CORPORATE VOTING:

138	BALLOTS	HANDED OUT
109	BALLOTS	YES
29	BALLOTS	NO

*we have the actual ballots in the office*

AT THIS TIME DAN SEARS MADE A MOTION TO ADJOURN, ROSE MCMURTRY SECONDED, MOTION CARRIED.

MEETING ADJOURNED AT 8:45 PM

RESPECTFULLY SUBMITTED,

*Carol Baumgartner*

CAROL BAUMGARTNER

STOCK CERTIFICATE NO. \_\_\_\_\_

BALLOT AUDIT NO. \_\_\_\_\_

**FLORIDANA HOMEOWNERS, INC.**

**OFFICIAL BALLOT**

RE: ELECTION AT ANNUAL MEETING ON JANUARY 19, 2004, AT 7:00 P.M., AT THE FLORIDANA CLUBHOUSE, CONCERNING PROPOSED SALE OF CORPORATION'S ASSETS, FOLLOWED BY DISSOLUTION OF CORPORATION

I, the undersigned, being the Owner/Holder/Voting Representative (or Proxy Holder of an Owner) of a Stock Certificate in FLORIDANA HOMEOWNERS, INC., a Florida corporation (hereinafter the "Corporation"), by this Official Ballot do hereby express Owner's approval or disapproval of the decision of the Board of Directors, on Owner's behalf and for the Owner's successors, heirs, personal representatives and assigns, to sell the Corporation's assets (including all real property and the potable water and sewerage service systems and any other assets) to a new Florida not-for-profit corporation in formation; said new corporation being a homeowners association to be organized in accordance with Florida Statutes Chapters 720 and 617 (hereinafter the "Association") which shall thereafter govern the Floridana Subdivision(s). The sales price shall be based upon the recent professional appraisal commissioned by the Board of Directors, in the sum of \$266,560.00 (i.e., \$1,190.00 per share for a total of 224 outstanding shares). Said Association shall be organized upon the written consent of not less than two-thirds (2/3) of the property owners in Floridana, as evidenced by the execution of Petition(s) by the property owners. The members of the new Association shall be property owners in Floridana exclusively. Each residential property owner shall be entitled to one vote in the new Association. The maximum number of members in the new Association shall be 312. The sale of the Corporation's assets shall be accomplished within one (1) year from January 19, 2004, upon the completion of the financing arrangements with a lending institution for the new Association. Should a majority of the stock certificate holders present in person or by proxy at the duly called annual meeting (which has been called in part for this purpose) cast their ballots to approve of the Board's decision to sell, the undersigned understands and agrees that the Board of Directors shall have all necessary powers and authority to complete the transaction and that all owners of the stock certificates will be required to submit their stock certificates to the Corporation for cancellation in exchange for payment to each owner of a pro rata share of the Corporation's net sales proceeds. Upon distribution of the sales proceeds, the business of the Corporation shall be concluded and the Corporation shall be dissolved.

Please be advised, that as the Stock Certificate Holder (or Voting Representative or Proxy Holder of the Stock Certificate Holder) in FLORIDANA HOMEOWNERS, INC., I wish to vote as follows [only mark one box, please]:

Yes, I approve of the sale as proposed by the Board of Directors.

No, I disapprove of the sale as proposed by the Board of Directors.

PRINT NAME OF SHAREHOLDER:

SIGNATURE:

\_\_\_\_\_  
Print Name of Stock Holder

X\_\_\_\_\_  
Signature of Stock Holder

LOT NO. \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

**PETITION**

I/We, the undersigned, being the Owner of the aforesaid Property in Floridana Subdivision, in Bradenton, Manatee County, Florida, do/does hereby consent for him/herself/themselves and for the Owner's successors, heirs, personal representatives and assigns, to the formation of a Florida not-for-profit homeowners association in accordance with Florida Statutes Chapters 720 and 617 (hereinafter "association") to govern Floridana and to purchase the real property and the potable water and sewerage systems from Floridana Homeowners, Inc., a Florida for-profit corporation, and to thereafter manage and operate the potable water and sewerage service systems for Floridana. Said association shall be organized upon the written consent of not less than two-thirds (2/3) of the property owners in Floridana, as evidenced by the execution of a sufficient number of duplicate originals of this Petition. The members of the association shall be property owners in Floridana. Each residential property owner shall be entitled to one vote in the association. The maximum number of members in the association is 312.

PRINT NAME

SIGNATURE

DATE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT C

Copy of Purchase and Sale Agreement, with an effective date of February 4, 2005, follows herewith.

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, with an effective date of February 4, 2005, is made and entered into by and between FLORIDANA HOMEOWNERS, INC., as successor by merger to FLORIDANA UTILITIES, INC., a Florida corporation (hereinafter "Seller"), of 304 52<sup>nd</sup> Avenue Terrace West, Bradenton, FL 34207, and FLORIDANA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter "Buyer") of 304 52<sup>nd</sup> Avenue Terrace West, Bradenton, FL 34207.

WITNESSETH:

WHEREAS, Buyer desires to acquire from Seller the real property holdings of the Seller and the ongoing business of the Seller, being the operation of "FLORIDANA MOBILE HOMESITE SUBDIVISIONS AND ADDITIONS THERETO", at 304 52<sup>nd</sup> Avenue Terrace West, Bradenton, FL 34207 (collectively, the "Business"), and Seller desires to transfer said Business to Buyer, in consideration of the Purchase Price, all upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. Closing. The consummation of the transaction referred to in this Agreement (the "Closing") shall take place effective as of February 4, 2005, to coincide with the closing of the Buyer's loan in the principal amount of \$300,000.00 with First National Bank & Trust (the "Closing Date"). The Closing shall take place at Law Office of Harlan R. Domber, P.A., at 3900 Clark Road, Suite L-1, Sarasota, Florida 34233, or at such other location in Sarasota County or Manatee County, Florida as shall be mutually convenient for the parties.

2. Assets to be Sold. Seller agrees to sell, convey, transfer and assign to Buyer, and Buyer agrees to buy at the Closing, for the consideration hereinafter provided:

- (a) All office and other equipment, and all furnishings, fixtures, signs, keys and other articles of personal property, and all inventory of office, maintenance, swimming pool and other recreational equipment and facilities, storage facilities, laundry, and pump stations, wells and water distribution and sewer collection lines, pumps, meters and support stations, all open accounts and records, all licenses and permits, and any other articles of tangible and/or intangible personal property, as of the date of closing, all of which are used in connection with the Business and are situated on or about the Premises at 304 52<sup>nd</sup> Avenue Terrace West, Bradenton, FL 34207. All such items shall be

accepted by Buyer in their "as is" condition and Seller makes no representations with respect to the physical condition thereof;

- (b) All of Seller's right, title and interest in and to the name of "Floridana Utilities" and "Floridana Homeowners";
- (c) All of Seller's inventory utilized in the Business;
- (d) All customer and supplier accounts, any customer deposits and any interest thereon, any guaranteed revenue contracts, any customer advances, all cash on hand, all bank accounts, all accounts receivables, all licenses, all permits, any and all judgments and any ongoing legal proceedings in which Seller is a party, any developer agreements, any leases, and any other contract rights regarding the ownership, management, use and operation of the water and wastewater utility facilities and the supply of services to the property owners and residents of FLORIDANA MOBILE HOMESITE SUBDIVISION AND ADDITIONS THERETO;
- (e) The "good will" of Seller's ongoing Business;
- (f) The customer and supplier list;
- (g) The business telephone number; and
- (h) Any and all parcels of land being located in Manatee County, Florida, having a street address of 304 52<sup>nd</sup> Avenue Terrace West, Bradenton, Florida (Manatee County Property Appraiser's Parcel ID No.'s 55810.0000/6, 55640.0040/3, 55640.0045/2, 55685.0000/2, 55808.1070/2 and 55843.0000/7), as more particularly described on Exhibit "A" (the "Land"), attached hereto and incorporated herein by this reference, together with and including the following:
  - (i) All buildings, structures and fixtures, parking and other common areas situated on the Land, if any; and
  - (ii) All easements, rights and appurtenances appertaining thereto, including Seller's right, title and interest, if any, in and to any adjacent streets, roads, alleys and rights-of-way.

The land described above and the buildings, fixtures, rights, appurtenances and other properties described above, are collectively called the "Real Property".

All of which are sometimes collectively referred to as the "Assets" of the Business.

3. Purchase Price and Method of Payment. The purchase price to be paid by Buyer to Seller for the conveyance of the Assets to be transferred hereunder, shall be as determined by that certain "Restricted Use Appraisal of a Share Price in The Utility Company Owned by Floridana Homeowners, Inc." as prepared by Laura P. Trebing, MAI, dated November 28, 2003, to wit: the sum of TWO HUNDRED SIXTY-SIX THOUSAND FIVE HUNDRED SIXTY AND NO/100 DOLLARS (\$266,560.00), representing \$1,190.00 per share for the entire 224 outstanding shares of Seller, payable by Buyer as follows: Commencing with the closing date of on or about February 4, 2005, Buyer shall deliver to each shareholder of Seller payment of the sum of \$1,190.00 in exchange for the surrender/cancellation of said shareholder's stock certificate or other evidence of ownership interest in the Seller.

4. Transfers at Closing. Seller agrees to deliver to Buyer at the Closing:

- (a) Bills of sale and other good and sufficient instruments of transfer, assignment, termination and conveyance, as shall be effective to vest in Buyer good and marketable title to all of the Assets;
- (b) A statutory Warranty Deed conveying the Real Property to Buyer subject only to taxes for the year of conveyance. The deed shall be in the form for recording with all required documentary stamps in the proper amount affixed thereto, or provided for, by Buyer at the Buyer's expense;
- (c) Evidence satisfactory to Buyer of Seller's authority to execute and deliver the documents necessary to consummate the transaction contemplated hereby; and
- (d) All other documents and/or property as required by this Agreement or other agreements between the parties thereto.

5. Determination of Inventory. The Buyer and Seller agree that this transaction includes the Buyer's purchase from the Seller of the inventory and equipment as of the Closing Date.

6. No Adjustments to Purchase Price. At the closing the Purchase Price shall not be adjusted for any prepaid expenses for items and services used or useful in the operation of the Business or prepaid fees for permits and licenses required for the operation of the Business.

7. Representations, Warranties and Agreements of Seller. Seller hereby makes the following representations and warranties to Buyer, each of which is true and accurate on the date of this Agreement and shall be true and accurate on the date of Closing:

- (a) Taxes. Seller has filed and will file all requisite federal, state, local and other governmental income, payroll, excise, sales, personal property, and franchise or other tax reports or returns required to be filed and has paid or will pay all taxes, interest and penalties, due in accordance with said returns. Seller has not been granted any waiver, currently in effect, of the statute of limitations concerning the payment of any taxes or assessments. Seller has paid or cause to be paid all taxes which do not require the filing of a return and which are required to be paid by Seller or any person for which Seller may have an obligation to pay such taxes.
- (b) Broker. Seller represents that Seller has employed no broker with respect to this transaction.
- (c) Preservation of the Business. From and after the date hereof until the Closing Date, except as Buyer shall have otherwise consented to in writing, Seller will use its best efforts to preserve its qualifications and licenses, to maintain insurance on the Seller's properties in such amounts and coverages as of the date hereof and, except for changes which are not material and are made in the ordinary course of business, not to take any action which would cause the representations and warranties set forth in this Paragraph 7 to be untrue or incorrect as of the Closing Date if made at and as of the Closing Date, and not to take other action of any kind other than in the usual and ordinary course of Seller's business. Seller will use its best efforts to operate and maintain Seller's business diligently and in substantially the same manner in which it has been operated and maintained heretofore and with a view to maintaining Seller's reputation and preserving Seller's relationships with agents, suppliers, customers and other business relationships.

- (d) Marketable Title. Seller is the owner of, and has good marketable title to, the Business Assets, free and clear of all debts, liens and encumbrances, except as may be otherwise stated in this Agreement.
- (e) No Interference. Seller has not entered into any other contract for the sale of the Business Assets or any portion thereof which are scheduled to be conveyed by Seller to Buyer upon Closing. Furthermore, Seller is not indebted to any person, entity or governmental agency for any judgments, actions, proceedings, claims or demands of any kind known to Seller which may affect the Seller's conveyance of the Business Assets to Buyer.

8. Representations, Warranties and Agreements of Buyer. Buyer hereby makes the following representations and warranties to Seller, each of which is true and accurate on the date of this Agreement and shall be true and accurate on the date of Closing:

- (a) Financial Analysis. Buyer has undertaken Buyer's own evaluation of the value of the Business, and its assets, and is making this purchase based on Buyer's own investigation and the investigations of Buyer's advisors, and not on any representations made by the Seller.
- (b) Contracts. Buyer acknowledges the risk of maintaining an account with any supplier, customer or service provider, and will not hold the Seller liable or responsible for any loss of a supplier, customer or service provider.
- (c) Broker. Buyer represents that it has employed no broker with respect to this transaction.
- (d) No Interference. Buyer is not indebted to any person, entity or governmental agency for any judgments, actions, proceedings, claims or demands of any kind known to Buyer which may affect the Buyer's acquisition of the Business Assets.

9. Additional Undertakings. Each party to this Agreement shall execute and deliver or use its best efforts to cause to be executed and delivered such additional instruments as any other party may reasonably request for the purpose of carrying out this Agreement.

10. Bulk Sales Law Waived. Buyer hereby waives compliance by Seller with the provisions of the Florida Bulk Sales Law. Seller shall indemnify Buyer and hold Buyer harmless from and against any and all claims, losses, liabilities, or expenses, including

reasonable attorneys' fees, which may be asserted against or incurred by Buyer as a result of Buyer's waiver hereunder. This provision shall survive the Closing.

11. Consent to Name(s). At the Closing, Seller agrees to transfer to Buyer the use of the name(s) "FLORIDANA UTILITIES" and "FLORIDANA HOMEOWNERS", in connection with the operation of the Business, and deliver to Buyer as of the Closing Date any necessary documentation so that Buyer receives all of the Seller's right, title and continuing use of said name(s) as of the Closing Date.

12. Access to Records.

(a) Buyer's Access. Seller shall provide Buyer with access to any and all records Buyer may reasonably request to assist Buyer in the operation of the Business.

(b) Seller's Access. Buyer shall provide Seller with access to any and all records Seller may reasonably request to assist Seller in determining Buyer's compliance with the Buyer's obligations related to the operation of the Business. This provision shall survive the Closing.

13. Survival of Representations, Warranties and Agreements. The representations, warranties and agreements of the parties shall survive the Closing Date and the consummation of the transactions contemplated hereunder.

14. Contents of Agreement. This Agreement sets forth the entire understanding of the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. This Agreement shall be changed or terminated only by an instrument executed by all parties hereto in writing. Any other change or termination shall be ineffective and inadmissible in any legal proceeding.

15. Sales Tax. Seller shall indemnify Buyer from and against any sales tax liability incurred by Buyer due to any failure by Seller to pay Seller's sales tax liability on sales of any merchandise prior to the Closing.

16. Binding on Successors. All the terms and provisions of this Agreement shall be binding upon the Buyer, the Seller and their respective successors, personal representatives, heirs and assigns, and shall inure to the benefit of and be enforceable by the Buyer, the Seller, the Seller's successors, personal representatives, heirs and assigns and only those successors, personal representatives, heirs and assigns of the Buyer of whom the Seller has consented.

17. Florida Law to Govern. This Agreement is being delivered and is intended to be performed in the State of Florida and shall be construed and enforced in accordance

with the laws of the State of Florida. The venue of any legal proceedings resulting from this Agreement or the closing documents shall be Manatee County, Florida.

18. Interpretation. Wherever used herein the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The paragraph headings are included solely for convenience and shall in no event affect, or be used in connection with, the interpretation of this Agreement.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instruments. This Agreement shall become effective at such time as counterparts thereof have been executed by each of the parties and it shall not be a condition to its effectiveness that each of the parties has executed the same counterpart.

20. Survivability. It is intended by the parties that the terms and conditions of this Agreement shall survive the closing, and the parties shall be bound by the terms thereof.

21. Expenses of Sale. Buyer shall pay for any and all loan related charges, and all recording charges and filing fees. Buyer shall pay for documentary stamps or similar taxes on the note and for documentary stamps on the deed. Sales or other taxes imposed on the transfer of the Business Assets if any, shall be paid by Buyer.

22. Indemnification. It is expressly understood and agreed that Buyer is not assuming any debts, liabilities or obligations of Seller arising out of the operation of the Business to the date of the Closing, and Seller hereby covenants and agrees to pay any debts, liabilities and obligations of Seller arising out of the operation of the Business prior to the date of the Closing. Buyer shall be responsible for any and all debts, liabilities and obligations of any nature or kind whatsoever arising out of the operation of the Business from and after the date of the Closing, and Buyer hereby covenants and agrees to pay any debts, liabilities and obligations of Buyer arising out of the operation of the Business from and after the date of the Closing. A party indemnifying another party pursuant to this Paragraph from the matters specified herein, indemnifies and holds such party harmless from and against any and all actions, suits, proceedings, demands, claims, assessments, judgments, and costs arising as a result of or from such matters, including reasonable attorney fees, paralegal fees, law clerk fees and other legal costs and expenses, whether incurred at or before trial or in any appellate proceedings and any other expenses incidental to any of the foregoing.

23. Default. If Buyer fails to perform this Agreement, any costs incurred and/or deposits made by Buyer to Seller shall be retained by or for the account of Seller as consideration for the execution of this Agreement and in full settlement of any claim for

damages. The provisions herein contained for liquidated and agreed upon damages are a bona fide provision for such and are not a penalty, the parties understand that the precise amount of the damages sustained by Seller in the event of default by Buyer are not capable of determination; therefore, the provision is beneficial to both parties. If Seller refuses to perform this Agreement, all deposits shall be returned to Buyer on demand, and Buyer shall not thereby waive any right or remedy Buyer may have because of such refusal.

24. Remedies. In the event either party to this Agreement fails to perform any of its obligations hereunder within the time specified herein, the non-defaulting party may pursue any and all remedies available at law or in equity, including, but not limited to, an action for damages, for specific performance and/or for injunctive relief.

25. Miscellaneous. Except as expressed elsewhere in this Agreement, all fees and/or expenses (including, but not limited to, attorney's fees and expenses and accounting fees) incurred in connection with this Agreement and the consummation of the transactions contemplated hereunder shall be paid by the party incurring them.

26. Notices. All notices, requests, demands, and other communications permitted or required hereunder shall be in writing signed by the party giving the same and shall be hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, addressed to the other party as follows:

If to Buyer:

Floridana Homeowners Association, Inc.  
304 52<sup>nd</sup> Avenue Terrace West  
Bradenton, FL 34207

If to Seller:

Floridana Homeowners, Inc.  
304 52<sup>nd</sup> Avenue Terrace West  
Bradenton, FL 34207

With Copy to:

Harlan R. Domber, Esquire  
Law Office of Harlan R. Domber, P.A.  
3900 Clark Road, Suite L-1  
Sarasota, FL 34233

Any notice, request, demand, election or other communication so given shall be deemed to have been given and received as of the date the same is actually hand delivered or three (3) days following the date the same is deposited in the United States mail in the manner specified above. Any party may change the address to be used for notification purposes hereunder by providing written notice thereof to the other party in the manner specified above.

27. Attorney's Fees. In connection with any litigation, including appellate proceedings arising under this Agreement or any related agreement contemplated herein, the prevailing party or parties in such litigation shall be entitled to recover reasonable attorneys' fees, paralegal fees, law clerk fees and other legal costs and expenses from the losing party or parties.

28. Approval by State of Florida Public Service Commission. Buyer is a Florida not-for-profit corporation which shall provide water and wastewater utility services solely to members which own and control said corporation. Pursuant to Section 367.022(7), Florida Statutes, the Buyer shall be exempt from regulation by the State of Florida Public Service Commission (hereinafter "Commission"). Notwithstanding the foregoing, pursuant to Section 367.071, Florida Statutes, no certificated utility such as the Seller shall sell, assign, or transfer its certificates or facilities without prior approval by the Commission, or a provision for the transfer to be contingent upon Commission approval. Consequently, the transfer of the utility from Seller to Buyer as contemplated by this Agreement shall be contingent upon Commission approval.

29. Authority of Parties. Seller and Buyer represent to each other that each has full power and authority to enter into and perform this Agreement, all related instruments and documentation contemplated hereby and thereby, in accordance with their respective terms, and that the delivery and performance of this Agreement, all related instruments and documentation contemplated hereby and thereby has been duly authorized by all necessary action.

30. Radon Gas. The following statement is required by Florida Statutes §404.056(8):

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

31. Lead Based Paint Hazard Disclosure. Applicable only for purchaser of a building constructed prior to 1978:

Pursuant to the Code of Federal Regulations (24 CFR Subtitle A, Part 35, Section 35.90), the Purchaser is entitled to a period of ten (10) days from the date of this Agreement to inspect the building(s) for the presence of lead-based paint or lead-based paint hazards. Notwithstanding the foregoing, Purchaser acknowledges that the closing of this Agreement is not contingent upon the results of Purchaser's inspection, if any, and the scheduled closing shall not be delayed to conclude the inspection period.

32. Building Energy Efficiency Rating Disclosure. Pursuant to Florida Statutes Section 553.996, the Buyer may have the building's energy efficiency rating determined. Regarding the building's energy efficiency rating, the Buyer elects to not request that the energy efficiency of the Building be determined. Buyer hereby acknowledges that a copy of the State of Florida Department of Community Affairs brochure on the Florida Building Energy Efficiency Rating System has been received at the time of, or prior to, Buyer's signing this Agreement.

33. Risk of Loss. The risk of loss or damage to the Property shall be automatically transferred from Seller to Buyer upon the Closing. Until Closing, the risk of loss remains with the Seller.

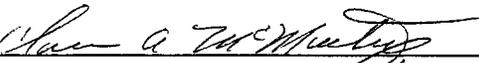
34. No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

35. No Recording. This Agreement shall not be filed or recorded in any public records without the prior written consent of both Seller and the Purchaser. Any unauthorized recording of this Agreement shall be an event of default hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

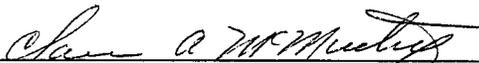
Signed, sealed and delivered  
in the presence of:

Sign:   
Print: HARLAN K. DOMBEK

Sign:   
Print: CLARENCE A. MCMURTRY

Signed, sealed and delivered  
in the presence of:

Sign:   
Print: HARLAN K. DOMBEK

Sign:   
Print: CLARENCE A. MCMURTRY

SELLER:

FLORIDANA HOMEOWNERS, INC., as  
successor by merger to FLORIDANA  
UTILITIES, INC., a Florida corporation

By:   
SUZANNE GLOSSER, President

(CORPORATE SEAL)

BUYER:

FLORIDANA HOMEOWNERS  
ASSOCIATION, INC., a Florida not-for-  
profit corporation

By:   
SUZANNE GLOSSER, President

(CORPORATE SEAL)

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**PARCEL I:**

RECREATION AREA OF FLORIDANA MOBILE HOMESITE SUBDIVISION, being more particularly described as follows: Begin at 4 inch by 4 inch lightwood post marking SE corner of Section 11; thence N 0°25'39" W, 30 feet; thence W, 744.85 feet, for Point of Beginning (POB); thence N 0°25'39" W, 179 feet; thence W, 357.55 feet; thence S 0°25'39" E, 179 feet; thence E, 357.55 feet to POB; LESS Buffer Zone off North, Less W 10 feet, as described in Official Records Book 1021, Page 1085, of the Public Records of Manatee County, Florida, and LESS Road Right of Way described as: Commence at SE corner of Section 11; thence N00°25'39" W, 33 feet to North right-of-way line of 53<sup>rd</sup> Avenue West; thence W, 1105.40 feet more or less, to SE corner of property described in Official Records Book 1021, Page 1085, for Point of Beginning; thence N, 9 feet; thence E, 27 feet; thence S, 9 feet to North right-of-way line of 53<sup>rd</sup> Avenue West; thence W, 27 feet, to Point of Beginning, containing 243 square feet more or less, as described in Official Records Book 1156, Page 658, of the Public Records of Manatee County, Florida. Being in Section 11, Township 35S, Range 17E, Manatee County, Florida.

Account No. 55810.0000/6

**PARCEL II:**

Lot 7, FLORIDANA HOMEOWNER REPLAT, as per the plat thereof recorded in Plat Book 19, Page 155, of the Public Records of Manatee County, Florida.

Account No. 55640.0040/3

**PARCEL III:**

RECREATION AREA as shown on the Plat of FLORIDANA HOMEOWNER REPLAT, as per the plat thereof recorded in Plat Book 19, Page 155, of the Public Records of Manatee County, Florida.

Account No. 55640.0045/2

**PARCEL IV:**

Parcel marked "RESERVED" for Utilities in Block B, as shown on the Plat of FLORIDANA MOBILE HOMESITE SUBDIVISION, as per the plat thereof recorded in Plat Book 11, Page 7, of the Public Records of Manatee County, Florida.

Account No. 55685.0000/2

PARCEL V:

Parcel identified as "Buffer Zone" on the Plat of FLORIDANA MOBILE HOMESITE SUBDIVISION, UNIT 4, as per the plat thereof recorded in Plat Book 15, Page 65; LESS road right-of-way as described in Official Records Book 657, Page 382, all of the Public Records of Manatee County, Florida.

Account No. 55808.1070/2

PARCEL VI:

Those Parcels marked as "Buffer Area" on the Plat of FLORIDANA MOBILE HOMESITE SUBDIVISION, UNIT 2, as per the plat thereof recorded in Plat Book 12, Page 12, of the Public Records of Manatee County, Florida.

Account No. 55843.0000/7

PARCEL VII:

Parcel identified as "Recreation Area" on the Plat of FLORIDANA MOBILE HOMESITE SUBDIVISION, UNIT 4, as per the plat thereof recorded in Plat Book 15, Page 65, of the Public Records of Manatee County, Florida.

PARCEL VIII:

Parcel identified as "Lake" on the Plat of FLORIDANA MOBILE HOMESITE SUBDIVISION, UNIT 3, as per the plat thereof recorded in Plat Book 12, Page 66, of the Public Records of Manatee County, Florida.

PARCEL IX:

All Utility Easements and Drainage Easements identified on the following plats: FLORIDANA MOBILE HOMESITE SUBDIVISION, as per the plat thereof recorded in Plat Book 11, Page 7; and FLORIDANA MOBILE HOMESITE SUBDIVISION, UNIT 2, as per the plat thereof recorded in Plat Book 12, Page 12; and FLORIDANA MOBILE HOMESITE SUBDIVISION, UNIT 3, as per the plat thereof recorded in Plat Book 12, Page 66; and FLORIDANA MOBILE HOMESITE SUBDIVISION, UNIT 4, as per the plat thereof recorded in Plat Book 15, Page 65; and FLORIDANA HOMEOWNER REPLAT, as per the plat thereof recorded in Plat Book 19, Page 155; all of the Public Records of Manatee County, Florida.

## EXHIBIT D

There are no outstanding regulatory assessment fees, fines or refunds owed as of the date of this Application.

## EXHIBIT E

The financing of the purchase has been accomplished by the Transferee with a local banking institution, 1<sup>st</sup> National Bank & Trust, of Bradenton, Florida. The loan of \$300,000.00 has been secured by the assessments levied by the Transferee against its members/property owners in Florida. There is no real estate mortgage involved in the collateral of the loan. The loan proceeds have been disbursed by the bank to the extent required to purchase the share certificates of the members of the transferor entity and the closing costs. The loan was consummated on February 4, 2005.

## EXHIBIT F

The transferee is very familiar with the operation of the utility systems. The transferee has had ample opportunity to undertake an investigation of the utility system, and is satisfied that the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP). There are no outstanding notices of violation of any standard set by the DEP, and there are no outstanding or pending administrative procedures against the transferor.

## EXHIBIT G

Copy of Warranty Deed, dated December 30, 2005, follows herewith. The original deed has been hand delivered on this date to the Clerk of Court of Manatee County, Florida, for recording in the Public Records of Manatee County, Florida. Also following is a copy of the 2005 real estate tax bill that was issued by the Manatee County Tax Collector for Parcel I as identified in said Warranty Deed. None of the other parcels identified in the deed have been the subject of annual real estate tax bills due to the negligible value of said parcels.

LAW OFFICE OF HARLAN R. DOMBER, P.A.

HARLAN R. DOMBER  
BOARD CERTIFIED REAL ESTATE ATTORNEY

SUITE L-1  
3900 CLARK ROAD  
SARASOTA, FLORIDA 34233  
TELEPHONE (941) 923-9930  
1-800-804-9930  
FAX (941) 923-3400

December 30, 2005

Clerk of Court, Manatee County  
Recording Division  
P.O. Box 25400  
Bradenton, FL 34206

Re: Floridana Homeowners Association, Inc.; Conveyance of Real Property from  
Floridana Homeowners, Inc.

Dear Sir/Madam:

Enclosed for recording, please find the following documents:

- Certified copy of Articles of Incorporation
- Certificate of the Bylaws
- Warranty Deed
- Fla. DOR-219 Form
- Approval of Sale
- Mortgage with attachments, if any
- Satisfaction of Mortgage
- Filing/Recording Fee in the amount of \$1,901.70

Upon recording, please return the original recorded document(s) to the undersigned at the Sarasota office address shown above.

Thank you for your courtesies.

Sincerely,

Harlan R. Domber

Enclosures  
hrd.floridana.psc.manatee.rec

LAW OFFICE OF HARLAN R. DOMBER, P.A.  
3900 CLARK ROAD, SUITE L-1  
SARASOTA, FL 34233

7814

63-751/631  
BRANCH 00837

Date 12/30/05

**P**

ay to the  
Order of

Clerk of Court

70/100

\$ 1901. 70

nineteen hundred & one

Dollars



**WACHOVIA**  
Wachovia Bank, N.A.  
wachovia.com

Floridana Homeowners Assoc., Inc.  
Transfer of Utilities Systems, Etc.

For 3647.003 Recall Warranty Deed

Harlan R. Domber MP

This Instrument Prepared  
WITHOUT EXAMINATION OF TITLE  
BY: HARLAN R. DOMBER, ESQUIRE  
LAW OFFICE OF HARLAN R. DOMBER, P.A.  
3900 Clark Road, Suite L-1  
Sarasota, Florida 34233  
(941) 923-9930

**WARRANTY DEED**

THIS INDENTURE made this 30<sup>th</sup> day of December, 2005, by and between FLORIDANA HOMEOWNERS, INC., as successor by merger to FLORIDANA UTILITIES, INC., a Florida corporation, hereinafter referred to as Grantor, whose address is 304 52<sup>nd</sup> Avenue Terrace West, Bradenton, FL 34207, and FLORIDANA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as Grantee, whose address is 304 52<sup>nd</sup> Avenue Terrace West, Bradenton, FL 34207.

WITNESSETH:

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, Grantee's heirs and assigns forever, the following described property situate in Manatee County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Subject to easements, reservations and restrictions of record, zoning and other governmental regulations, and taxes for 2005 and subsequent years.

Together with all appurtenances, privileges, rights, interests, reversions, remainders and easements thereunto appertaining.

TO HAVE AND TO HOLD the same unto Grantee, and Grantee's heirs and assigns in fee simple forever.

Grantor hereby covenants to Grantee that Grantor is lawfully seized of said property in fee simple and it is free of encumbrances except as above stated; that Grantor has good right and lawful authority to sell and convey the property; that Grantor will make such other and further assurances to perfect the fee simple title to said property as may hereafter be required. The Grantor does hereby fully warrant the title of said property, and will defend the same against lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the date above written.

Signed, Sealed and Delivered in presence of:

FLORIDANA HOMEOWNERS, INC., as successor by merger to FLORIDANA UTILITIES, INC., a Florida corporation

#1 sign: [Signature]  
#1 print: HARLAN R. DOMBER

By: [Signature]  
SUZANNE GLOSSER, President

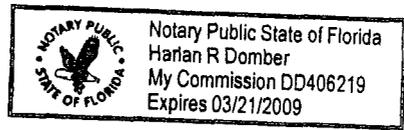
#2 sign: [Signature]  
#2 print: CLARENCE A. McMurtry

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2005, by SUZANNE GLOSSER, as President, of FLORIDANA HOMEOWNERS, INC., as successor by merger to FLORIDANA UTILITIES, INC., a Florida corporation, on behalf and with authority of said corporation. She (Notary choose one) [ ] is personally known to me or [X] has produced her Florida Power's License as identification.

[Signature]  
Signature of Notary Public



Print name of Notary Public, affix Seal, and state Notary's commission number and expiration date

Parcel Identification/Folio No.'s: 55810.0000/6; 55640.0040/3; 55640.0045/2;  
55685.0000/2; 55808.1070/2; 55843.0000/7

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

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Account No. 55810.0000/6

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Account No. 55640.0040/3

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Account No. 55640.0045/2

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Account No. 55685.0000/2

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Account No. 55808.1070/2

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Account No. 55843.0000/7

PARCEL VII:

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**FLORIDA DEPARTMENT OF REVENUE**  
**RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY**

PHOTOCOPIES OF  
 THIS FORM NOT  
 ACCEPTABLE

DR-219  
 R. 07/98

(PLEASE READ INSTRUCTIONS ON THE BACK OF THIS FORM BEFORE COMPLETING)

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

0 1 2 3 4 5 6 7 8 9    0 1 2 3 4 5 6 7 8 9

1. Parcel Identification Number  
 (If Parcel ID not available  
 please call County Property  
 Appraiser's Office) →

55810.0000/6

2. Mark (x) all  
 that apply

Multi-parcel  
 transaction? →

Transaction is a split  
 or cutout from  
 another parcel? →

Property was improved  
 with building(s) at time  
 of sale/transfer? →

3. Grantor (Seller):

Last First MI Corporate Name (if applicable)  
 304 52nd Ave. Terrace West Bradenton FL 34207  
 Mailing Address City State Zip Code Phone No.  
 FLORIDANA HOMEOWNERS, INC.

4. Grantee (Buyer):

Last First MI Corporate Name (if applicable)  
 304 52nd Ave. Terrace West Bradenton FL 34207  
 Mailing Address City State Zip Code Phone No.  
 FLORIDANA HOMEOWNERS ASSOCIATION, INC.

5. Date of Sale/Transfer

1 2 / 3 0 / 2 0 0 5  
 Month Day Year

Sale/Transfer Price

\$ 2 6 6, 5 6 0 . 0 0  
 (Round to the nearest dollar.)

Property Located In 51 County Code  
 (County Codes on Reverse)

6. Type of Document

Contract/Agreement for Deed  
 Warranty Deed  
 Quit Claim Deed  
 Other

7. Are any mortgages on the property? If "Yes",  
 outstanding mortgage balance:

YES  /  NO

(Round to the nearest dollar.) \$ 0 0 0 . 0 0

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer

such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights?  
 Sale of a partial or undivided interest? Related to seller by blood or marriage.

YES  /  NO

9. Was the sale/transfer financed? YES  /  NO If "Yes", please indicate type or types of financing:

Conventional  Seller Provided  Agreement or Contract for Deed  Other

10. Property Type:  
 Mark (x) all  
 that apply

Residential  Commercial  Industrial  Agricultural  Institutional/Miscellaneous  Government  Vacant  Acreage  Timeshare

11. To the best of your knowledge, was personal property  
 included in the sale/transfer? If "Yes", please state the  
 amount attributable to the personal property. (Round to the nearest dollar.)

YES  /  NO

\$ 0 0 0 . 0 0

12. Amount of Documentary Stamp Tax →

\$ 1, 8 6 6 . 2 0

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes?

YES  /  NO

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/her has any knowledge.

Signature of Grantor or Grantee or Agent [Signature], Esq. Date 12/30/05

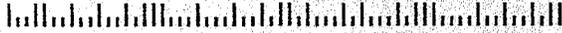
WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAW OF FLORIDA.

(To be completed by the Clerk of the Circuit Court's Office)	Clerks Date Stamp
O. R. Book and Page Number and File Number	
Date Recorded	

PROPERTY ID NUMBER	ESCROW CODE	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
5581000006		339,989	0	339,989	0302

\*\*\*\*\*AUTO\*\*5-DIGIT 34207  
FLORIDANA UTILITIES INC  
304 52ND AVENUE TER W  
BRADENTON FL 34207-2952

SEC 11 TNSHP 35S RNG 17E  
RECREATION AREA BEG AT 4 INCH X 4  
INCH LIGHTWOOD POST MARKING SE COR  
OF SEC 11, N 0 DEG 25 MIN 39 SEC W  
30 FT; W 744.85 FT FOR POB; N 0 DEG  
(CONTINUATION ON TAX ROLL)  
PAD: 304 52ND AVE TER W



A14323

AD VALOREM TAXES		
TAXING AUTHORITY	MILLAGE RATE (DOLLARS PER \$1000 OF TAXABLE VALUE)	TAXES LEVIED
CNTY - BRD OF CNTY COMMISSION	6.1974	2107.05
ENVIRONMENTAL LANDS	0.1984	67.45
TRANSPORTATION TRUST FND	0.5878	199.85
LIBRARY OPERATING FND	0.2550	86.70
CHILDREN'S SERVICE FND	0.3333	113.32
SCHOOLS - STATE LAW REQD	5.2440	1782.90
LOCAL BOARD DISCRETIONARY	0.5100	173.39
SUPPLEMENTAL DISCRETIONARY	0.1790	60.86
LOCAL CAPITAL IMPROVEMENT	2.0000	679.98
COUNTY MSTU - UNINCORP	0.7274	247.31
SWFWMD - MANASOTA BASIN	0.1600	54.40
MANATEE DISTRICT	0.4220	143.48
IND SPEC DIST - MOSQUITO CNTRL	0.1349	45.86
WC INLAND NAVIGATION DIST	0.0400	13.60
CEDAR HAMMOCK FD	1.0000	339.99
CNTY DEBT - EMERSON PT I&S	0.0078	2.65
G.O. REFUNDING I&S	0.1266	43.04

Tax Roll Certified 10/11/05	TOTAL MILLAGE 18.1236	AD VALOREM TAXES	6161.83
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NON-AD VALOREM ASSESSMENTS		
TAXING AUTHORITY	RATE	AMOUNT
CEDAR HAMMOCK FIRE DIST	UNIT SIZE	698.80

NON-AD VALOREM ASSESSMENTS		698.80
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COMBINED TAXES AND ASSESSMENTS	6,860.63	See reverse side for important information. Visit our website at www.taxcollector.com
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AMOUNT DUE IF POSTMARKED BY	NOV 30	DEC 31	JAN 31	FEB 28	MAR 31
	6,860.63	6,860.63	6,860.63	6,860.63	6,860.63

## EXHIBIT H

The transferor's current certificates have been lost or misplaced. The transferor has undertaken a diligent search of the corporation's records in the business office of the corporation; however, the certificates were not found. The transferor has no outstanding liabilities so the transferor has no reason to believe that said certificates would be in the possession of any third party as collateral for financing. The certificates are simply lost.