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**DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS  
OF BRADFORD MANOR TOWNHOMES**

THIS DECLARATION, made this 11 day of August, 2006, by Morrison Homes, Inc., hereinafter referred to as "Declarant."

**WITNESSETH**

WHEREAS, Declarant is the fee simple owner of certain real property and improvements in Sarasota County, Florida which is more particularly described as Bradford Manor Townhomes, more particularly described as follows:

**EXHIBIT "A"**

hereinafter referred to as the "Property," and plans to develop such Property under a common plan of development;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions, and Restrictions, which Declaration of Covenants, Conditions, and Restrictions shall be and are easements, restrictions, covenants and conditions appurtenant to and running with the land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the real Property set forth above, their respective heirs, successors and assigns, as their respective interests may appear.

**ARTICLE I**

**DEFINITIONS**

Unless the context expressly requires otherwise, the following terms shall have the following meanings whenever used in the Declaration of Covenants, Conditions, Restrictions and Easements, the Association's Articles of Incorporation, or the Association's By-Laws:

Section 1. "Association" shall mean and refer to Bradford Manor Townhomes Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns.

Section 2. "Association Documents" shall mean the Association's Articles of Incorporation and By-Laws as the same may, from time to time, be amended and exist, which initial copies of are appended hereto as Exhibits "B" and "C".

Section 3. "Board" shall mean the Board of Directors of the Association, whose

duties shall be the management of the affairs of the Association subject to this Declaration and Association Documents.

Section 4. "Common Area" shall mean all real property (including any improvements thereon) which shall, from time to time, be designated by Declarant for the common use and enjoyment of the Owners and conveyed to the Association in fee simple, or with respect to which the Association has been granted an easement; together with the rights-of-way, easements, appurtenant, improvements and hereditament described in this Declaration, all of which shall be and are covenants running with the land at law. The Common Area shall consist of the Common Area shown on the Plat, and shall include any Surface Water Management System Facilities.

Section 5. "Declarant" shall mean and refer to Morrison Homes, Inc., and its successors and assigns. If the Declarant assigns the rights of Declarant hereunder to a person or entity that acquires any portion of the Property from the Declarant for the purpose of development and resale, then, upon the execution and recording of an express written assignment to such effect in the Public Records of Sarasota County, Florida, such assignee shall be deemed the Declarant hereunder for all purposes to the extent of such assignment.

Section 6. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements, as the same may be amended, renewed or extended from time to time in the manner herein prescribed.

Section 7. "Dwelling" shall mean any structure built upon a Lot for the purpose of allowing natural persons to reside therein.

Section 8. "FHA" shall mean the Federal Housing Administration.

Section 9. "Townhomes Association Rules" shall mean those rules and regulations that the Association shall from time to time adopt, promulgate, amend, revoke, and enforce to govern the use and maintenance of the Common Area and Association procedures.

Section 10. "Law" shall include any statute, ordinance, rule, regulation, or order validly created, promulgated or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities or political subdivisions, or by any officer, agency or instrumentality of any such municipality or subdivision, and from time to time applicable to the Property or to any activities on or about the Property.

Section 11. "Lot" shall mean and refer to a plot of land shown and identified upon any site plan of the Property now or hereafter made subject to this Declaration, which is intended for use of one residential unit.

Section 12. "Member" shall mean a Member of the Association as set forth in Article III.

Section 13. "Mortgage" shall mean chattel mortgage, bill of sale to secure debt, deed of trust, deed to secure debt and any and all other similar instruments given to secure the payment of an indebtedness.

Section 14. "Owner" shall mean and refer to the record owner, and if more than one person or entity, then to them collectively, of the fee simple title to any Lot which is a part of the Property, so that for purposes of this Declaration and the Association Documents, as defined herein, each Lot shall be deemed to have one Owner.

Section 15. "Person" shall mean an individual, corporation, partnership, trust, or any other legal entity.

Section 16. "Property" shall mean all of the real property described herein.

Section 17. "Recorded" shall mean filed for record in the Public Records of Sarasota County, Florida, or such other place as from time to time is designated by Law for providing constructive notice of matters affecting title of real property in Sarasota County, Florida.

Section 18. "Structure" shall mean: Any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot. Structure also includes any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters from, upon or across any Lot.

Section 19. "Surface Water Management System Facilities" shall mean: the facilities including, but not limited to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

Section 20. "The Work" shall mean the initial development of the Property by Declarant and includes the sale of completed Lots, with or without residential dwellings, in the ordinary course of Declarant's business.

Section 21. "VA" shall mean the Veterans Administration.

## ARTICLE II

### COMMON AREA

Section 1. Conveyance of Common Property. The Declarant may from time to time designate and convey to the Association easements and/or fee simple title to real property to be the Common Area for the common use and enjoyment of the Owners, subject to this Declaration. The Association hereby covenants and agrees to accept from the Declarant title to all easements and all such conveyances of Common Area subject to the terms and conditions of this Declaration and the obligations set forth herein. The common area shall consist initially of the parcels and easement shown as Common Area on the Plat of Bradford Manor Townhomes, as recorded in the public records of Sarasota County, Florida.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be

appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Common Area by all other Owners; and provided further, said easement shall be subject to the following rights, title and interest:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreation facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities.
- (b) The right of the Association to suspend the right to the use of the Common Area by an Owner for any period during which any Assessment, as defined herein, against his Lot remains unpaid, and for a period not to exceed 60 days for any other infraction of the Association Documents or the Townhomes Association Rules, provided that such suspension shall not interfere with such Owner's access to the Lot.
- (c) The right of Declarant and the Association to grant easements in and to the Common Area for all utility services, including cable television and other public uses which benefit the subdivision as a whole.
- (d) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional common area property; provided however, the Common Area cannot be mortgaged without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened.
- (e) The right of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Common Area to any public agency, authority, or utility or, subject to such conditions as may be agreed to by the Members, to any other Person for such purposes; provided, however, the Common Area cannot be conveyed without the consent of the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Member duly called and convened, and of the Southwest Florida Water Management District if the surface water management system is involved in such transfer.

### Section 3. Responsibilities of the Association and Release of Liability.

(a) Upon conveyance, the Association shall be responsible for the Common Area, including but not limited to, its operation, management, care, restoration, insurance, renovation, alteration, reconstruction, repair, maintenance, rebuilding, replacement, improvement, taxes and utilities. The Association also has the power to operate and maintain common property, specifically the surface water management system facilities, which are located on Common Area, in accordance with the terms and conditions of the Environmental Resource Permit. Furthermore, the Association is the designated responsible entity for all private access drives and traffic control devices on said streets

(b) Any private streets, street lights, sidewalks, private utilities for water or sewer, other private utilities, drainage systems, fences, walls and other improvements or amenities that have been constructed, installed or created by the Declarant as part of the subdivision improvements or The Work, shall be maintained by the Association in substantially the same

condition and appearance as constructed or created. The Association shall establish reserves for the replacement of the subdivision improvements. However, no portion of the approved private access drive within Bradford Manor shall be altered without the prior written approval of the Sarasota County Engineer or his authorized designee.

(c) By acceptance of a deed to a Lot within the Property, Owner agrees that the Association and the Declarant have no obligations whatsoever for providing protection to persons on the Property. Furthermore, Owner acknowledges that the Property may have one or more gates at the entrances to assist in attempting to limit access to the Property to the residents therein and their invitees. Owner acknowledges and agrees, however, that the gates, if any, will be open during the hours for which Declarant needs access to the model homes, construction trailer(s) or for the development of the Property or construction of homes. After Declarant notifies the Association through its Board of Directors that Declarant no longer needs such regular access, the Association will determine the hours, if any, for which any gates will be open. Owner further acknowledges and agrees that said gates, if any, do not guarantee the security of Owner's personal safety or security of Owner's property. Owner acknowledges that the gates are automatically controlled and Owner hereby releases Declarant from all liability related to the gates. Owner agrees that it shall be the sole and exclusive obligation of Owner to determine and institute for themselves the appropriate security and any other precautions to protect from and against trespass, criminal acts and any other dangers to Owner's safety and security of their property, because any gates in and of themselves will not protect Owner from and against said risks and dangers. Owner further agrees that the Declarant and the Association shall have no obligation whatsoever for providing protection to Owner or the Property from conditions existing within public or private streets, parks or common areas. Owner agrees that the Declarant and the Association shall not be liable for injuries or damage suffered by Owner resulting from any failure, defect or malfunction in a gate or equipment or personnel related thereto or acting in place of the gate (i) to restrict the Property to the residents and their invitees; or (ii) that limits the ability of Owner to leave or exit the Property by means of a gate. The Association shall have the responsibility for providing for gate access for all Owners, if gates are installed, and of maintaining all other systems for Owner identification and access.

Section 5. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws and the Townhomes Association Rules, his right of enjoyment of the Common Area and facilities to members of his family, tenants, social and business invitees or contract purchasers who reside on the Property.

Section 6. Destruction of Common Area. In the event of a total or partial destruction of the Common Area, and if available proceeds of insurance carried pursuant to this Declaration are sufficient to cover 85% of the estimated cost of repair or reconstruction, the Common Area shall be promptly repaired and rebuilt unless within 120 days from the date of such destruction, 75% or more of the Members entitled to vote at a duly called meeting, determine that such reconstruction shall not take place. If the insurance proceeds are less than 85% of the estimated cost of reconstruction, reconstruction may nevertheless take place only if a majority of the Members elect to rebuild.

Section 7. Common Area and Blanket Easements.

(a) Declarant hereby conveys to the Association a blanket easement over all of the Property for use and maintenance of all utilities and drainage as originally constructed by the

Declarant, for the service of any dwelling(s), together with a right of ingress and egress over and across the easement areas for such purposes. Such utilities may include water, sewer, electric, cable, telephone, natural gas, and stormwater. Water service will be provided by the Aqua Utilities of Florida. Sewer service will be provided by the Aqua Utilities of Florida. Each Owner is responsible for damage to or destruction of the easement area and all improvements on it caused directly or proximately by the acts or omissions of such Owner and any guests, invitees, or residents.

(b) Fire, police, health, sanitation (including trash collection) and other public service personnel and vehicles shall have and are hereby granted a permanent and perpetual easement for ingress and egress over and across the Common Areas.

(c) Declarant hereby grants to each Owner, their guests, invitees, residents, and visitors, and utilities providers, guests and invitees of the Association, and reserves to itself, its employees, agents, contractors, and invitees, a perpetual and non-exclusive easement over the Common Areas, for the purposes of ingress and egress to any area of the Property.

#### Section 8. Maintenance.

(a) Responsibility of Association. The Association shall provide maintenance upon each Lot and each Lot is subject to an assessment for such maintenance, as the case may be, as follows: (i) the exclusive right to conduct exterior maintenance including but not limited to the repair, replacement, mowing, edging, weeding, fertilizing and maintenance of front yards, rear yards and side yards of Lots, trees, shrubs, landscaped areas including sidewalks, fences, and other exterior improvements in the common area installed by Declarant, and their replacements; (ii) the exclusive right to paint and repair of exterior building surfaces, roofs, siding, downspouts, and gutters, which must be conducted as scheduled by the Architectural Committee; (iii) repair, replacement, and maintenance of the utility easements located outside of the rear yard; (iv) the right to maintain irrigation systems in the yards on individual Lots and within the Common Areas; (v) maintaining, replacing and pressure washing lead walks, driveways and exterior building surfaces. The Association's duty of exterior maintenance does not include: glass surfaces; replacement of exterior doors or any trees, shrubs, lawns or landscaped areas within the patio, fully enclosed entry area including the enclosed rear patios of Lots, enclosed by approved fences. The Association also is not responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty; and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time as specified below. Where it is stated herein that the Association has "exclusive control", it means the Owners of Lots shall not be required, or entitled, to conduct such activities except as set out in this Section, it being the intent of the Association to control such activities for purpose of maintaining uniformity within the Property.

(b) Responsibility of Owner. The Owner shall provide exterior maintenance as follows, the cost for which each owner shall be individually responsible: (i) repair or replacement all glass surfaces on his/her Lot; (ii) replacement of exterior doors; (iii) replacement of any trees, shrubs, lawns or landscape areas within a fully enclosed yard, patio, or entry area including the rear patios of an owner's respective Lot; (iv) maintenance, repair, or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty damage within the Lot of an Owner; (v) any repair or replacement which is not the responsibility of the Association; (vi) any repair, maintenance, or replacement of fences enclosing Yards; and (vii) repair or replace

any property whether upon such Owner's Lot or any other Lot, or the Common Area, which repair or replacement is required because of any gross negligence or the willful act of such Owner or any member of such owner's family or household, any invitee of such Owner.

(c) Insurance on Lots. Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the dwelling unit located thereon in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against: (i) loss or damage by fire, hurricane, tornado, wind-storm, and other hazards covered by a standard extended coverage endorsement, and; (ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land including but not limited to vandalism and malicious mischief.

The Owner shall furnish proof of such insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on each anniversary date thereof. If an owner shall fail to provide such insurance the Association may, but shall not be required to, obtain such insurance and shall assess the owner for the cost of same in accordance as a specific assessment as defined herein.

(d) Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances: (i) such Owner does not maintain in a reasonable condition any lawn or landscaped area on such Owner's Lot that the Association is not required to maintain; or (ii) such Owner does not when reasonably necessary replace any glass surfaces or exterior doors on such Owner's Lot; or (iii) any maintenance, repair or replacement, whether upon such Owner's Lot, or any other Lot or Common Area, is required because of any willful act of such Owner or any member of such Owner's family or household or any invitee of such Owner; or (iv) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Lot; and (v) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the forgoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-seven percent (67%) of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by this Declaration.

(e) Exterior Maintenance Assessment. An Annual Exterior Maintenance Assessment may be assessed to provide and be used for the exterior maintenance, repair, servicing, renewal, replacement or improvement of the exterior of each Lot, including reserves for any and all of the foregoing.

Section 9. Reciprocal Easements. There are reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, and between adjacent Lots, for the maintenance, repair and reconstruction of any party wall or walls, as provided herein; for common fences between Lots; for lateral and subjacent support; for overhanging roofs, eaves and trees, if any, installed by Declarant, and for replacements thereof; for fences; for encroachments caused by the initial placement, settling or shifting of any improvements constructed, reconstructed or altered therein in accordance with the provisions of this Declaration; and for the drainage of ground and surface waters in the manner established by

Declarant. To the extent not inconsistent with this Declaration, the general rules of common law apply to the foregoing easements. The extent of such easements for drainage, lateral and adjacent support and overhangs is that reasonably necessary to effectuate their respective purposes; and such easements of encroachment extend to a distance of not more than five feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point.

To the extent that any land or improvement which constitutes part of the Property, now or hereafter supports or contributes to the support of any land or improvement constituting another part of the Property, the aforesaid land or improvement, or both land and improvement is hereby burdened with an easement for support for the benefit of the Property or Lot as the case may be. The easement for support shall be an easement appurtenant and run with the land at law.

If any portion of the Common Area encroaches upon a Lot, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Lot by virtue of the Work performed by Declarant encroaches upon the Common Area or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area or on the Lots for the purposes of marketability of title. In the event a building on the Common Area or a Lot or any portion thereof is destroyed and then rebuilt, the Owners of the Lot or Lots agree that minor encroachments of parts of the Common Areas, or other Lots, because of such reconstruction shall be permitted and that an easement for such encroachment and the maintenance and repair of the same shall exist.

Section 10. Water Management Areas. The following restrictions apply to all areas within the Property, including Common Area and Lots.

(a) The Lot Owners shall not remove native vegetation (including cattails) that become established within any wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, and cutting and the introduction of grass carp. Lot owners shall address any question regarding authorized activities within the wet detention pond to the Southwest Florida Water Management District, Sarasota Permitting Office, Surface Water Regulation Manager.

(b) No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavating; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. No vegetation in a wetland mitigation area or wet detention pond shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Southwest Florida Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit may be conducted without specific approval from the District.

(c) No Owner of Property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the



approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Sarasota Regulation Department.

(d) No construction activities may be conducted relative to any portion of the Surface Water Management System facilities. Prohibited activities include, but are not limited to: digging or excavating; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System facilities. No vegetation in a wetland mitigation area or wet detention pond shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Southwest Florida Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit may be conducted without specific approval from the District.

(e) The Association shall maintain, as part of the common elements, any surface water management system facilities for the properties and comply with conditions of the permits from the Southwest Florida Water Management District and Sarasota County for the drainage system. The Association, shall, when requested by Declarant, accept transfer of any permit for the Properties (now known as Bradford Manor Townhomes). The conditions may include monitoring and record keeping schedules, and maintenance of drainage systems and mitigation areas. In the event the Association, or any successor organization, shall fail to adequately maintain the Stormwater Management System in accordance with Sarasota County standards, Sarasota County shall have the right, but not the obligation, to enter the Subdivision for the purpose of maintaining the Stormwater Management System. All expenses incurred by Sarasota County in maintaining the Stormwater Management System shall be assessed prorata against the Lots and shall be payable by the Owners of the Lots within 60 days after receipt of a statement therefore. If any Owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such Owner's Lot which may be foreclosed by Sarasota County. The rights of Sarasota County contained in this restriction shall be in addition to any other rights Sarasota County may have in regulating the operation and development of the Subdivision.

(f) Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Sarasota County Engineer and the Southwest Florida Water Management District. Every purchaser or guarantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that this Declaration may be amended as provided herein.

### **ARTICLE III**

#### **BRADFORD MANOR TOWNHOMES ASSOCIATION, INC.**

Section 1.     Purpose. The Association shall be formed for the purpose of maintaining the Common Area, and for such other purposes as set forth herein.

Section 2.     Membership.

(a) Each Owner, by virtue of being an Owner and for so long as he is an Owner, shall automatically be a Member of the Association. Association membership shall be an interest appurtenant to title of each Lot and may not be separated from ownership of any Lot which is

subject to assessment, as set forth herein, and shall be transferable only as part of the fee simple title to each Lot.

(b) The rights, duties, privileges and obligations of an Owner as a member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Association Documents; provided, that, if a conflict arises between the Declaration and the Association Documents, the Declaration shall take priority.

Section 3. Voting. The Association shall have two classes of voting membership:

Class A. So long as there is Class B membership, Class A Members shall be all Owners, except the Declarant, and shall be entitled to one vote for each Lot owned. Upon termination of Class B membership, Class A Members shall be all Owners, including Declarant so long as Declarant is an Owner, and each Owner shall be entitled to one vote for each Lot owned. If more than one (1) person owns an interest in any Lot, all such persons are Members; but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the Owners determine among themselves; but no split vote is permitted.

Class B. The Class B Member shall be the Declarant and as long as there is a Class B voting membership the Declarant shall be entitled to nine (9) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, including Class B votes for any Property annexed or planned for annexation by Declarant,

(b) On December, 31, 2009, or

(c) When the Declarant waives in writing its right to Class B membership.

Section 4. Rights and Obligations of the Association. The Association, in any event, shall have the duty and responsibility to maintain all irrigation systems and landscaping and signs constructed by the Declarant or the Association servicing the Common Area. The Association also may provide other services. The Association has the power to and shall operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances.

Section 5. Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Association Documents or the Townhomes Association Rules.

Section 6. Capital Improvements. Except for: (i) the replacement or repair of items

installed by Declarant as part of the Work, if any; (ii) the repair and replacement of any personal property related to the Common Area; or (iii) as set forth in Article II, Section 5, the Association may not expend funds for capital improvements to the Common Area without the prior approval of at least two-thirds (2/3) of those Members authorized to vote thereon.

Section 7. Personal Property. The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Declaration and the Association Documents.

Section 8. Townhomes Association Rules. The Association from time to time may adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration. These regulations shall be binding upon Owners and the Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by lien and foreclosure as provided herein, in accordance with Chapter 617, Florida Statutes. All rules and regulations initially may be promulgated by the Board, subject to amendment or rescission by a majority of both classes of membership present and entitled to vote at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all time shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

No Owner, Occupant, or person residing within a Dwelling, or their invitees, may violate the Association's rules and regulations for the use of the Property, and all such persons shall comply with such rules and regulations at all times. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Property except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activity, condition or structure. Without limitation, any rules or regulations will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Property from time to time designated by the Association for such purpose.

Section 9. Powers and Authority. The Association shall have the power and authority to do any and all lawful things which may be authorized, required or permitted to be done by the Association under and by virtue of the Articles of Incorporation of the Association and this Declaration and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the safety and/or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association shall have the power and authority at any time and from time to time, and without liability to any Owner, to enter upon any Lot for the purpose of enforcing any and all of the provision called for herein, or for the purpose of maintaining and repairing any such Lot if for any reason whatsoever the Owner thereof fails to maintain and repair such Lot as required. The Association shall also have the power and authority from time to time, in its own name, or its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration, the Association Documents and the Townhomes Association Rules and to enforce, by mandatory injunction or otherwise, the provisions of this Declaration, the Association Documents, and the Townhomes Association Rules.

Section 10. Indemnification of Officers and Directors. To the extent permitted by law, the Association shall, and all Owners as shareholders hereby agree that the Association shall, indemnify each officer, director, employee, and management contractor from any all expenses, including legal expenses, incurred arising out of such person's acts undertaken on behalf of the Association, unless such acts were both adverse to the Association and resulted in personal gain to the person. This provision is self executing, and the Association may also take any action desired to carry out its purposes.

Section 11. Cable Television System. The Association may contract with a franchised cable television operator to provide cable television service, broadband internet service and/or telephone service in bulk to all of Bradford Manor Townhomes. This service may include channels for security information and for a community bulletin board. If the Association enters into such an agreement, each Lot shall pay for such cable television charges as part of the monthly payment of the annual assessment.

Section 13. Termination of Association. If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility.

#### **ARTICLE IV**

#### **ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, hereinafter referred to as "Annual Assessments", (ii) special assessments for capital improvements including working capital improvement fund, hereinafter referred to as "Special Assessments", (iii) specific assessment for accrued liquidated indebtedness to the Association hereinafter referred to as "Specific Assessments," and (iv) assessments for property taxes on Common Area, such assessments to be established and collected as hereinafter provided. The Annual, Special and Specific Assessments, hereinafter collectively referred to as "Assessments", together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each Assessment is made. The Assessments, together with interest, costs, and reasonable attorney's fees and paralegal fees together with any sales or use tax thereon, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessments fell due. However, the personal obligation of an Owner for delinquent Assessments shall not pass to said Owner's successors in title unless expressly assumed in writing by such successor.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in this Declaration, including but not limited to the acquisition, management, insurance, improvement, restoration, renovation, reconstruction, replacement, and maintenance of the Common Area; the maintenance of a reserve fund for the replacement of the Common Area and all improvements thereon, anticipated to be required in the future; the enforcement of the Declaration and Association Documents; the enforcement of Design Standards of the

Architectural Control Committee; the payment of operating costs and expenses of the Association; the operation of any entry gates; and the payment of all principal and interest when due and all debts owed by the Association.

Section 3. Annual Assessment. The Annual Assessment shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the Property, including (i) the operation, management, maintenance, repair, servicing, security, renewal, replacement and improvements of the Common Area including the Surface Water Management System Facilities, monitoring and maintenance of any wetland mitigation areas until the Southwest Florida Water Management District determines that the area is successful in accordance with the Environmental Resource Permit, and the establishment of reserve accounts for all such items; and (ii) the cost of labor, equipment, materials, management and water management system, operating the entry gates, if any, and those other responsibilities as outlined herein, (iii) all other general activities and expenses of the Association, including the enforcement of this Declaration, and (iv) exterior maintenance assessment as set out in Section 7, Article II.

Section 4. Maximum Annual Assessment. At least thirty (30) days before the expiration of each year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing year. If such budget requires an Annual Assessment of not more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, the assessment so proposed will take effect at the commencement of the next ensuing year without further notice to any Owner. If such budget requires an Annual Assessment that is more than one hundred fifteen percent (115%) of the Annual Assessment then in effect, however, the Board must call a membership meeting as stated herein. In computing the applicable percentage of the new annual assessment for the above determination, any increase due to an increase in utility charges for the common area or cable televisions charges shall not be included, but shall be automatically passed on as part of the assessment. A majority of those Members present and authorized to vote and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without notice to any Owner. If the proposed assessment is disapproved, a majority of the Members present who are authorized to vote and voting will determine the Annual Assessment for the next fiscal year, which may be any amount not exceeding that stated in the meeting notice. Each Annual Assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Annual Assessment then in effect will automatically continue for the ensuing fiscal year, increased only by any increase in utility charges and cable fees. The Board may increase the annual assessment at any time during the year to provide for an increase in utility charges for the common area, or cable television charges for Lots.

Section 5. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessment authorized above, the Association may levy special assessments as follows:

(a) Upon sale of the first Lot by the Declarant to a third party, a special assessment for a working capital fund, up to six (6) months' estimated regular assessment may be assessed which shall be due and payable upon conveyance of each Lot to a third party. The aggregate working capital fund established by such special assessment shall be accounted for separately, and shall be available for all necessary expenditures of the Association.

(b). In an assessment year, a special assessment (in addition to the annual assessment or the assessment provided in subsection (a) above) which is applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area required to be maintained by the Association, including fixtures and personal property related thereto may be assessed. The Association shall separately account for the proceeds of such special assessments and proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question, provided such assessment first is approved by a majority of the Members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessment shall be due on the date fixed by, and may be payable in one or more installments (with or without interests), as the Board determines.

Section 6. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand. This shall include fines levied pursuant to Chapter 617, Florida Statutes, for the actions of any Owner, or guest, invitee, or family member of such Owner. This shall also include payment for water or sewer utility services as provided in section 18 below. Specific Assessments shall also include water and sewer charges pursuant to Section 18 hereof.

Section 7. Property Taxes. Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Lot, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarant intends that the value of the interest of each Owner in the Common Area entitled to its use be included in the assessment of each Lot for local property tax purposes. Declarant further intends that any assessment for such purposes against the Common Area shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area in excess of Five Hundred and No/100 Dollars (\$500.00), and in the event the Annual Assessment does not include any such excess property taxes on the Common Area, then the amount of such excess may be specially assessed by the Board of Directors in its discretion in the following manner: the amount of such excess with respect to the Common Area shall be divided by the number of Lots within the Property and the quotient shall be the amount of such special assessment which may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

Section 8. Notice and Quorum for Any Action Authorized Under Article IV. Written notice of any meeting called for the purpose of taking action authorized to increase the Annual Assessment shall be sent to all Members authorized to vote, not less than 10 days nor more than 30 days, in advance of the meeting; and for all other Assessments notice shall be sent to all Members authorized to vote, not less than 5 business days nor more than 10 days in advance of the meeting.

Section 9. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that Declarant, at its election, in lieu of paying Annual Assessments may contribute to the Association such amounts as are necessary to fund any difference between the Association's operating expenses and the Annual Assessments collected from Owners other than Declarant. The share of each Lot in payment of the assessments for common expenses shall be a fraction the numerator of which is one and the denominator is the total number of Lots subject to assessment under this Declaration. This fraction is 1/4.

Section 10. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessments in any succeeding year but may carry forward from year to year such surplus as the Board may deem to be desirable for the greater financial security of the Association and the effectuation of its purposes.

Section 11. Date of Commencement. The Annual Assessments provided for herein shall commence as to all Lots as of the date of the conveyance of a lot to a Class A member.

Section 12. Certificate as to Status of Payment. Upon written request of an Owner, the Association shall, within a reasonable period of time, issue a certificate to that Owner giving the status of all Assessments, including penalties, interest and costs, if any, which have accrued to the date of the certificate. The Association may make a reasonable charge for the issuance of such certificate. Any such certificate, when duly issued as herein provided shall be conclusive and binding with regard to any matter therein stated. Notwithstanding any other provision of this Section, a bona fide purchaser of a Lot from an Owner to whom such a certificate has been issued shall not be liable for any Assessments that became due before the date of the certificate that are not reflected thereon and the Lot acquired by such a purchaser shall be free of the lien created by this Article to the extent any such Assessment is not reflected.

Section 13. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection (including reasonable attorneys' fees and paralegal fees, plus any applicable sales or use tax thereon, including those for trial and all appellate proceedings), are secured by a continuing lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any first Mortgage encumbering such Lot, as provided herein; but all other Persons acquiring liens on any Lot, after this Declaration is recorded, are deemed to consent that such liens are inferior to the lien established by this Declaration whether or not such consent is set forth in the instrument creating such lien. The recording of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association from time to time may, but is not required to, record a notice of lien against any Lot to further evidence the lien established by this Declaration.

Section 14. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at such rate as the Board may from time to time establish provided, however, that in no event shall the Association have the power to

establish a rate of interest in violation of the law of the State of Florida. The Board may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Associations' lien or its priority. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 15. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first Mortgage. Sale or transfer of any Lot shall not affect an Assessment lien, except the sale or transfer of any Lot pursuant to the foreclosure of a first Mortgage or any proceeding or conveyance in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer, without prejudice however, to the Association's right to collect such amounts from the Owner personally liable for their payment. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and such encumbrancer then will subrogate to all rights of the Association with respect to such lien, including priority, to the extent of such payment.

Section 16. Homesteads. By acceptance of a conveyance of title to any Lot, each Owner is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such assessments has priority over any such homestead; and (iii) such Owners irrevocably waive the benefit of any homestead exemption otherwise available with respect to all amounts validly secured by such lien.

Section 17. Special Assessments. Each Owner shall be responsible for any special assessments by any entity of government made with regard to such Owner's property, including capacity assessments made by Sarasota County.

Section 18. Utility Assessments. Each dwelling shall be metered individually for water or wastewater usage. The Association may assess for bulk service cable television, termite bond, and streetlights, as utility assessments.

## ARTICLE V

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Creation and Composition. The "Architectural Control Committee" shall mean, as follows: Until all the Lots in Bradford Manor Townhomes have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Architectural Control Committee shall mean the Declarant, and shall not be a committee of the Association. At such time as all of the Lots in Bradford Manor Townhomes have been fully developed, permanent improvements constructed thereon, and sold to permanent residents, the Declarant shall notify the Association and all the Owners of Lots in Bradford Manor Townhomes to that effect, and, thereupon, the Declarant's rights and obligations as the Architectural Control Committee shall forthwith terminate. Thereafter, the Association shall have the right, power, authority, and obligation to establish a successor Architectural Control Committee as a committee of the Association in accordance with the Association Documents and prescribe rules and regulations pursuant to which such Committee shall act.



Section 2. Design Standards. The Architectural Control Committee shall from time to time, subject to this Declaration and the Association Documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted to the Architectural Control Committee for approval pursuant to this Declaration;
- (ii) governing the procedure for such submission of plans and specifications; and
- (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, interior window coverings, details of construction, location and size of any Structure, and all other matters that require approval by the Architectural Control Committee pursuant to this Declaration.
- (iv) establishing guidelines for approval of landscaping changes and maintenance of structures, including roof replacement.

Generally, exterior modifications to the structures constructed by Declarant are discouraged and will not be approved. In reviewing any particular application, the Committee shall consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (ii) preserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 3. Review and Approval of Plans. No exterior change shall be commenced, erected, or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the Architectural Control Committee for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of Bradford Manor Townhomes, (ii) as to the size, height, and location of the Structure in relation to surrounding Structures and topography and finished ground elevation, and (iii) shall be consistent with the provisions of this Declaration. No landscaping may be added to the front yard of any Lot without approval of the Architectural control committee. In the event the Architectural Control Committee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted in writing, the proposal shall be deemed to be disapproved by the Architectural Control Committee. The Committee may impose a fee for the costs involved with such approval.

Such plans and specifications shall be in such form and shall contain such information as may be reasonable required by the Architectural Control Committee.

Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and

specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

Notwithstanding anything to the contrary, the Architectural Control Committee may request changes in any plans or Structures that are completed or being built if required by Law and neither the Declarant nor the Architectural Control Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Control Committee neither Declarant, nor any member of the Architectural Control Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, neither Declarant, nor any member of the Architectural Control Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right the Architectural Control Committee provided for in this Declaration. Every Person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees, that he will not bring any action or suit against Declarant, or any member of the Architectural Control Committee, to recover for any such damage.

Prior to the issuance of a certificate as set out in section 4 below, any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Control Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 4. Certification by Architectural Control Committee. At the request of any Owner, the Association from time to time will issue, without charge, a written certification that the improvements, landscaping, and other exterior items situated upon such Owner's Lot have been approved by the Architectural Control Committee, if such is the case.

Section 5. Violations. If any Structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall notify the Board of the Association. If the Board of the Association shall agree with the determination of the Architectural Control Committee with respect to the violation then the

Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity. Actions of the Board are final.

Section 6. Partial Delegation to Association. At any time prior to the termination of Declarant's responsibilities as provided in Section 1 above, Declarant may delegate to a committee of the Association the responsibilities of the Architectural Control Committee with regard to any activities on individual Lots which have been fully developed, permanent improvements constructed thereon, and sold to permanent residents. The Declarant may then retain all other duties of the Architectural Control Committee with regard to new construction.

## ARTICLE VI

### GENERAL COVENANTS AND RESTRICTIONS

The following covenants, conditions, restrictions, and easements are herewith imposed on the Property:

Section 1. Signs. In order to preserve the tranquil, harmonious and congruous aesthetic nature of the neighborhood, no sign or advertisement of any kind will be displayed to public view within the Property, or attached to or imprinted upon any dwelling or other structure or upon any vehicle except:

- a) Customary name and address signs on each Lot, not to exceed one-half (1/2) square foot in size, and approved by the Association as to color and design, unless said sign is otherwise required by county regulations or ordinances.
- b) A single sign advertising a particular unit for sale or lease may be posted in the front window of that particular unit:
  - a. Only if such sign is no larger in area than eighteen square inches, and approved by the Association as to color and design; and
  - b. For no more than 90 days during each calendar year.
- c) Notices posted upon any community bulletin board which the Association may choose to provide for such purpose. The size and duration of said Notices may be regulated by the Association.

In no event shall any sign or notice within the Property, other than the entrance areas, be specially or specifically lighted or illuminated. All signs permitted by this subsection are subject to the Association's rules and regulations, provided however that these restrictions shall not apply to signs used by Declarant or its designee to advertise the Property during the promotion and construction of Dwellings and sale of Lots.

Section 2. General Prohibitions. No activity is permitted, nor may any object or substance be kept, stored, or permitted anywhere within the Property in violation of law. No Owner shall cause or permit any unreasonable or obnoxious noises or odors or waste and no obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any Owner or to any other person lawfully residing within the Property is permitted anywhere within the Property. This provision shall not apply to the activities of Declarant in construction,

maintenance or sale of Dwellings. No storage or temporary placement of any items, including bicycles, motorcycles, or watercraft is permitted on the Common Area.

Section 3. Use of Lots. Each Lot may be improved and used for residential purposes only and only one residence, approved in accordance with Article V, may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Lot except for the business of the Declarant and its transferees in developing the Property or a home occupation as approved by Sarasota County.

Section 4. Animals. No animals, livestock, or poultry may be raised, bred or kept anywhere within the Property, except that no more than two (in the aggregate) dogs, cats or other conventional household pets may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately. No pet shall be permitted to run at large outside a Lot. Each Owner and Occupant shall insure that his pet shall not disturb other Owners and Occupants with excessive or repetitive noise. All pets outside a Dwelling shall be properly leashed or shall be kept within an approved fence, shall be otherwise controlled in whatever manner is most practical on or off a Lot, and shall be subject to all applicable local ordinances existing from time to time. No outside animal pen, cage or shelter shall be constructed or permitted.

Section 5. Trash. Except for regular curbside collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted anywhere within the Property, except inside a Dwelling, or in sanitary containers completely concealed from view. No trash containers shall be placed at curbside for pickup more than twenty-four (24) hours prior to the scheduled pickup.

Section 6. Appurtenances. No porch, deck, patio, fence, screened enclosure, carport or other attached or detached structure (whether free-standing, structural or non-structural and whether in the front, side or rear of a Dwelling), shall be constructed without the approval of the Architectural Control Committee or the Association in regards to fences. No permanent outdoor clothes lines may be installed or maintained on any Lot except that portable rotary type or reel type clothes lines may be permitted in the rear yard only and said clothes lines must be stored when not in use. On corner Lots, such clothes lines shall not be placed within twenty (20) feet of a side street line. No storm doors or screen doors are permitted on the front door of a Dwelling. No basketball hoops, whether temporary or permanent, including portable hoops, shall be installed on any Lot. No above-ground swimming pools, free-standing storage sheds or outbuildings, screening of front porches or garages, flags, antennas or solar collectors are permitted on any Lot, except as may be permitted by law. Exterior holiday decorations may be in place only between November 25 and January 10 of the following year. No lawn ornamentation is permitted, except in enclosed areas.

Notwithstanding the above provision, each Lot shall be permitted to install and maintain one (1) satellite dish antenna of not more than one meter in diameter, at a location and in a manner as may be approved by the Architectural control committee. The structure shall not be visible from the street.

Section 7. Storage of Vehicles, Water Craft, Machinery or Equipment. Except as specifically permitted hereinafter, no vehicle (motorized or non-motorized, licensed or not), no

water craft (motorized or non-motorized) and no trailer of any kind (licensed or not), or any other machinery or equipment (whether mobile, licensed or not) shall be parked or stored on any Lot, sidewalk, public or private right-of-way within the Property, or any portion of the Common Area. Except and to the extent that it is parked temporarily and is in use for construction, repair or maintenance of a Lot or Dwelling or the Common Areas, the foregoing prohibition shall include all of the foregoing items which are of a commercial character.

Notwithstanding the foregoing, "permitted vehicles" may be parked in driveways. A "permitted vehicle" shall mean a licensed motor vehicle which is (i) a passenger automobile or van (including a high-top conversion van or sport vehicle with oversized tires, but excluding a motor-home or recreational vehicle), (ii) a motorcycle, or (iii) a pickup truck, whether or not the bed has been enclosed, provided such pick-up truck can be otherwise completely concealed within a standard sized garage, or (iv) water craft on a trailer, provided such water craft can be otherwise completely concealed within a standard sized garage and provided in each instance that any such vehicle has a current license tag. A "permitted vehicle" shall not include a vehicle used for commercial purposes, including vehicles containing racks, tool storage units (excluding low-profile units installed parallel to and immediately behind the cab), and vehicles displaying commercial signage. None of the foregoing items which are inoperative or abandoned shall be permitted on any Lot for a period in excess of forty-eight (48) hours unless such item is entirely within a garage. No major repairs shall be performed on any such items on any Lot except within a garage and under no circumstances shall such repairs be performed if they result in the creation of an unsightly or unsafe condition as determined by the Board. Unless specifically designated by the Board for parking, no temporary parking shall be permitted on any Common Area. Owner must comply with all regulations of Sarasota County regarding parking.

Parking spaces may be assigned by the Board of Directors to individual Lots. Any violation of the parking plan adopted by the Board shall be considered a violation of the Association rules and regulations.

Section 8. Dwellings. Only one Dwelling may be constructed on any Lot. No trailer, manufactured home, manufactured building, mobile home, tent, shack, garage, barn, storage shed, structure of a temporary character, or other outbuilding shall be constructed or parked on any Lot at any time, except for a construction shack, security trailer, temporary structure or temporary toilet during construction of a Dwelling by Declarant or its transferees. Any Dwelling constructed on a Lot shall be in accord with the front yard and rear yard setback requirements set forth in the Sarasota County Zoning Regulations. No structural or non-structural additions shall be permitted without written permission of the Architectural control committee. All driveways and sidewalks shall be constructed, reconstructed or repaired with the materials and in the manner in which they were originally constructed, and no colors, coatings, pavers, epoxies or similar treatments shall be permitted. No extensions shall be made of the slab at the rear of the dwelling, or of any lanai constructed thereon, beyond the depth constructed by Declarant on the Lot or similar Lots in the subdivision. All lanais or screen enclosures shall be of white aluminum supports only.

Section 9. Access By Association. The Association has a right of entry onto each Lot (but not inside a Dwelling) to the extent reasonably necessary to discharge its rights or duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and

upon reasonable notice whenever circumstances permit. Entry into any Dwelling shall not be made without the consent of its Owner or Occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry upon a Lot by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 10. Fences. No fences shall be erected or maintained on any lot, except as installed by the Declarant as part of the Work, or those fences approved for Yards. Owners of Lots designated eligible for Yards may petition the Association, or its designee, to construct a fence to enclose the Yard. Said fence shall enclose only the area approved by the Association, or its designee, and shall be the maintained by the petitioning Owner. The Association reserves the right to revoke approval of said fence at any time if said Owner fails to maintain same. The Association shall approve a standard design to include material, color, and appearance of fences; said standard design fence shall be the only permitted fence unless otherwise declared by the Association.

Section 11. Replacement. In the event a Dwelling is damaged or destroyed by casualty, hazard or other loss, then within twelve (12) months after such incident, the Owner shall either rebuild or repair the damaged Dwelling or promptly clear the damaged improvements and re-sod and landscape the Lot in a sightly manner.

Section 12. Mailboxes. The Architectural control committee may approve a standard mailbox design for use throughout the Property. No mailboxes shall be installed which do not meet the adopted standard, if any, or are approved by the Architectural control committee.

Section 13. Maintenance of Entry Wall. The masonry wall adjacent to any entrance or boundary to the subdivision, shall be maintained on the interior and exterior of such wall and any structural repair or reconstruction shall be the responsibility of the Association.

Section 14. Lease and Ownership Restrictions.

- a) In recognition of the close proximity of the units and the compact living conditions which will exist in this townhome association, the mutual utilization and sharing of the common elements and common recreational facilities, and the compatibility and congeniality which must exist between the homeowners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the board of directors of the Association, or its duly authorized officers, agents or committee, to approve in writing all sales or transfers of title or possession which would include rental transfers before such sale, transfer, or rental shall be valid and effective. Written application for such approval shall contain such information as may be required by application forms promulgated by the board and shall be accompanied by a transfer fee as required by regulation of the board but not to exceed \$100.00. Transfers within the Bradford Manor Townhomes shall not be charged a transfer fee. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance.
- b) No Lot or dwelling may be leased for a term of less than twelve months. A copy of all leases shall be provided to the Association prior to occupancy by any tenant. All prospective tenants must be pre-approved by the Association subject to the provisions

contained in the preceding paragraph, or elsewhere in the Declaration. The Association may from time to time, limit the number of allowed rental units.

Section 15. Window Coverings. All interior window treatments and coverings must be white in color as viewed from the exterior of the dwelling.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this Declaration.

- a) In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant, the Architectural Control Committee, the Association, or any Lot Owner, jointly and severally, shall have the right, in addition to procedures set forth below, to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. If any Owner or the Association is the prevailing party in any litigation involving this declaration, then that party also has a right to recover all costs and expenses incurred (including reasonable attorneys' fees and paralegal fees together with any applicable sales or use tax thereon). However, no Owner has the right to recover attorney's fees from or against the Association, unless provided by Law. Failure by the Declarant, the Architectural Control Committee, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- b) The association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed \$100 per violation, against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate unless otherwise provided in the governing documents. A fine shall not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the nonprevailing party as determined by the court.
  - a. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.
  - b. The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.
  - c. Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

- c) The association may suspend the voting rights of a member for the nonpayment of regular annual assessments that are delinquent in excess of 90 days.
- d) In addition to the above rights, the Association and the Architectural Control Committee shall have a Right of Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. A Right of Abatement, as used in this Section means the right of the Association or Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided, such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the costs of collection and reasonable attorneys' fees, and paralegal fees (together with any applicable sales or use tax thereon) together with interest thereon at eighteen percent (18%) per annum, shall be a binding personal obligation of such Owner, enforceable at law, and shall be a lien on such Owner's lot enforceable as provided herein.
- e) The Southwest Florida Water Management District has the right to take enforcement measures, including a civil action for injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

Section 2. Severability. If any term or provision of this Declaration or the Association Documents or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Declaration and the Association Documents, and the applications thereof, shall not be affected and shall remain in full force and effect and to such extent shall be severable.

Section 3. Duration. This Declaration, inclusive of all easements reserved by or on behalf of the Declarant or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is filed for record in the Public Records of Sarasota County, Florida, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by all of the then record Owners of Lots has been recorded, agreeing to change this Declaration in whole or in part.

Section 4. Amendment. This Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened. Any amendment, to be effective, must be recorded. Notwithstanding anything herein to the contrary, so long as the Declarant shall own any Lot or have the right to subject additional properties to this Declaration, no amendment shall diminish, discontinue, or in any way adversely affect the rights of the Declarant under this Declaration.



Notwithstanding any provision of this Section to the contrary, the Declarant hereby reserves and shall have the right to amend this Declaration, from time to time, for a period of five (5) years from the date of its recording to make such changes, modifications, and additions therein and thereto as may be requested or required by FHA, VA, Southwest Florida Water Management District, or any other governmental agency or body generally or as a condition to, or in connection with such agency's or body's agreement to make purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots, provided any such amendment does not destroy or substantially alter the general plan or scheme of development of Bradford Manor Townhomes. Any such amendment shall be executed by the Declarant and shall be effective upon its recording. No approval or joinder of the Association, any other Owners, any Mortgagee, or any other party shall be required or necessary for any such amendment. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Sarasota County and the Southwest Florida Water Management District. Every purchaser or guarantee of any interest in any real property now or hereafter subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that this Declaration may be amended as provided in this Section.

Any amendment affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the Southwest Florida Water Management District.

Section 5. Amplification. The provisions of this Declaration are amplified by the Association Documents; but no such amplification shall alter or amend any of the rights or obligations of the Owners set forth in this Declaration. Declarant intends that the provisions of this Declaration on the one hand, and the Association Documents on the other be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles or By-Laws to the contrary.

Section 6. Permission. When any act by any party affected by this Declaration, which by the terms of this Declaration requires the permission or consent of the Declarant, such permission or consent shall only be deemed given when it is in written form, executed by the Declarant.

Section 7. Applicable Law. The law of the State of Florida shall govern the terms and conditions of this Declaration.

Section 8. Definitions. Whenever used herein and appropriate, the singular shall include the plural, the plural shall include the singular, and any gender shall include the others.

Section 9. Captions. The captions in this Declaration are for convenience only and shall not be deemed to be part of this Declaration or construed as in any manner limiting the terms and provisions of this Declaration to which they relate.

Section 10. Notice. Unless otherwise stated herein, any notice required or permitted to be given pursuant to this Declaration shall be in writing sent by prepaid, first class mail to such address of the Person to be notified as such Person may have designated or as would be reasonably anticipated to effectuate receipt of the notice. Any such notice shall be effective upon

mailing in conformity with this Declaration. If any Person consists of more than one Person or entity, notice to one as provided herein shall be notice to all.

## **ARTICLE VIII**

### **DISCLAIMER OF LIABILITY OF ASSOCIATION**

Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the association or any other document governing or binding the Association (collectively the "Association Documents"), neither the Association nor the Declarant nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of Bradford Manor Townhomes including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

- (a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;
- (b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Sarasota County and/or any other jurisdiction or the preventions of tortious activities; and
- (c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety security and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the association to protect or further the health, safety security or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.
- (d) The Association may employ the use of security cameras and portions of the community cable television system for security purposes. This service will be without backup and available only to cable television customers. The operation of this system by the Association is for the convenience of Owners only. The Association, Declarant, and all agents thereof shall have no liability to any person regarding the operation or failure of operation of such security camera system.

Each owner (by virtue of his acceptance of title to his lot) and each other person having an interest in or lien upon, or making any use of, any portion of the properties (by virtue of accepting such interest or lien or making such uses) shall be bound by this article and shall be deemed to have automatically waived any and all rights, claims demands and causes of action against the association arising from or connected with any matter for which the liability of the Association has been disclaimed in this article.

As used in this article, "Association" shall include within its meaning all of association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns, the provisions of this article

shall also inure to the benefit of the Declarant, which shall be fully protected hereby.

## ARTICLE IX

### INSURANCE AND CASUALTY LOSSES; CONDEMNATION

Section 1. Insurance. Insurance, other than title insurance, which shall be carried upon the Common Area shall cover the following provisions.

(a) Authority to Purchase. All insurance policies upon the Common Area shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal dwelling unit, personal property or living expenses of any Owner but the owner shall obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association.

(b) Coverage.

(1) Casualty. All buildings and improvements in the Common Area and all personal property included in the Common Area shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and (ii) Such other risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(2) Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association.

(3) Worker's Compensation To meet the requirements of Law.

(4) Other. Such other insurance as the Board Directors of the Association shall determine from time to time to be desirable.

(c) Premiums. Premiums for the described insurance shall be a common expense, collected from Owners within The Traditions as part of the Annual General Assessment. Premiums shall be paid by the Association.

(d) Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

Section 2. Condemnation. In the event that any portion of the Common Area shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to

be acquired by a condemning authority, the taking of any portion of the Common Area by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association and shall be distributed to the Association and to any owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

## ARTICLE X

### **PARTY WALLS, ROOFS, FENCES, AND UTILITY CONNECTIONS**

Section 1. General Rules of Law to Apply. Each wall, fence, and/or utility connection built as a part of the Work upon the Property and placed on the dividing line between Lots, and the roofs between Lots for attached units, are considered to be a party wall, fence or roof, or utility connection. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by negligence or willful acts or commissions apply to the ownership, maintenance and use of such walls, fences utility connections and roofs.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance and replacement of a party wall, fence, utility connection and roof shall be shared by the Owners who make use of the wall, fence, utility connection and roof in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall, fence, utility connection or roof is destroyed or damaged by fire or other casualty and is not covered by insurance, any owner who has used the wall, fence, utility connection or roof may restore, it; and, if other Owners thereafter make use of the wall, fence, utility connection or roof, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes any party wall, fence, utility connection or roof to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lot affected and shall pass to and bind each such owner's successors in title.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed on the day and year first above written.

Executed and declared in  
the presence of:

Brandy Wilkins

Brandy Wilkins

(Print name signed above)

Brian Thompson

Brian Thompson

(Print name signed above)

Morrison Homes, Inc., a Delaware Corporation,

By: [Signature]

Print Name: TAMMY LYNCH

Title: DIVISION PRESIDENT

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11 day of August, 2006 by Tammy Lynch as Division President of Morrison Homes, Inc., a Delaware corporation, who is personally known to me or who produced \_\_\_\_\_ as identification.

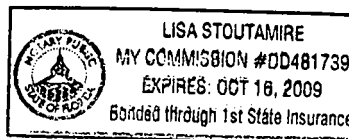
Notary Public  
State of Florida

[Signature: Lisa Stoutamire]

My Commission Expires:

(Printed, Typed or Stamped Name of  
Notary)

Commission Number:



**EXHIBIT A**

**LEGAL DESCRIPTION OF**  
**BRADFORD MANOR TOWNHOMES SUBDIVISION**

## LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 8, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA; AND BEING MORE PARTICULARITY DESCRIBED AS FOLLOWS:

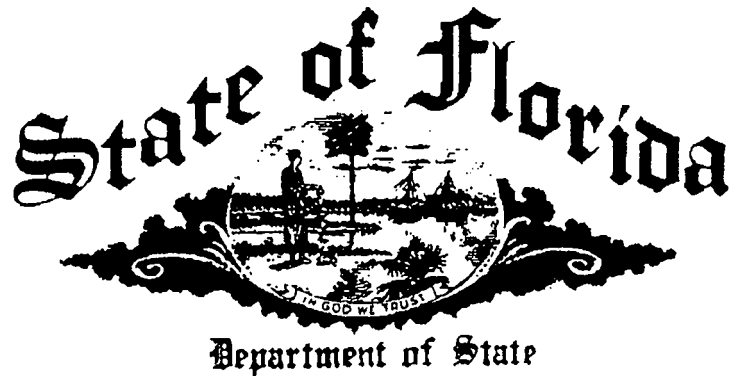
COMMENCE AT A 4"x4" CONCRETE MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 36 SOUTH, RANGE 18 EAST; THENCE RUN SOUTH 01°00'17" EAST, A DISTANCE OF 25 FEET TO A 5/8" IRON ROD STAMPED LB# 7023; SAID POINT ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89 DEGREES 05 MINUTES 48 SECONDS EAST, A DISTANCE OF 300.13 FEET; THENCE SOUTH 01 DEGREES 00 MINUTES 20 SECONDS EAST, A DISTANCE OF 2920.84 FEET; THENCE SOUTH 89 DEGREES 05 MINUTES 36 SECONDS WEST, A DISTANCE OF 4.44 FEET; THENCE SOUTH 00 DEGREES 59 MINUTES 04 SECONDS EAST, A DISTANCE OF 360.33 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 880.00 FEET A CENTRAL ANGLE OF 15 DEGREES 02 MINUTES 59 SECONDS, AND A CHORD OF 230.48 FEET BEARING NORTH 79 DEGREES 10 MINUTES 06 SECONDS WEST; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 231.15 FEET; THENCE NORTH 01 DEGREES 00 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF 70' DRAINAGE RIGHT-OF-WAY PER O.R. BOOK 998, PAGE 1429 & 1433, FOR , A DISTANCE OF 1674.74 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 01 DEGREES 00 MINUTES 07 SECONDS WEST, A DISTANCE OF 1559.73 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINING 19.71 ACRES, MORE OR LESS.

**EXHIBIT B**

**ARTICLES OF INCORPORATION OF**  
**BRADFORD MANOR TOWNHOMES ASSOCIATION, INC.**





I certify the attached is a true and correct copy of the Articles of Incorporation of BRADFORD MANOR TOWNHOMES ASSOCIATION, INC., a Florida corporation, filed on June 30, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H06000170803. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N06000007059.

Authentication Code: 606A00043307-070306-N06000007059-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Third day of July, 2006



*Sue M. Cobb*  
Sue M. Cobb  
Secretary of State

Prepared by and Return To:  
Robert Lincoln, Esq.  
Icard, Merrill, Cullis, Timm,  
Furen & Ginsburg, P.A.  
2033 Main Street, Suite 600,  
Sarasota, FL 34237

**ARTICLES OF INCORPORATION**  
**OF**  
**BRADFORD MANOR TOWNHOMES ASSOCIATION, INC.**

**A Florida Corporation Not For Profit**

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

**ARTICLE I**  
**NAME**

The name of this corporation Bradford Manor Townhomes Association, Inc., a Florida corporation not for profit, (hereinafter called the "Association" in these Articles.)

**ARTICLE II**  
**OFFICE AND REGISTERED AGENT**

This Association's registered office is 2033 Main Street, Suite 600, Sarasota, Florida 34237, Sarasota County, Florida, and its registered agent is Robert Lincoln, Esq., who maintains a business office at 2033 Main Street, Suite 600, Sarasota, Florida 34237. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

**ARTICLE III**  
**PURPOSE**

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all common areas and other residence lots within that certain tract of

property (hereinafter called the Property) in Sarasota County, Florida and more particularly described as Bradford Manor Townhomes.

#### ARTICLE IV POWERS

Without limitation this Association is empowered to:

- (a) Declaration. Exercise all rights, powers, privileges and perform all duties, of this Association set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the Declaration) applicable to the property and recorded or to be recorded in the Public Records of Sarasota County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;
- (b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs, specifically including the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.
- (c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder.
- (d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property; and contract for services, such as to provide for operation and maintenance of facilities including surface water management system facilities.
- (e) Borrowing. Borrow money and, with the approval of two-thirds of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

- (f) Dedications. With the approval of three-fourths of the members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as seventy-five percent (75%) of the members determine.
- (g) Mergers. With the approval of two-thirds (2/3) of the members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes.
- (h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, and Corporate Property consistent with the rights and duties established by the Declaration and these Articles and governing Members' responsibilities.
- (i) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted.
- (j) Enforcement. To enforce by legal means the obligations of the members of the corporation; the provisions of the Declaration, and the provisions of a dedication or conveyance of the Corporate Property to the corporation with respect to the use and maintenance thereof; to sue and be sued.

## ARTICLE V MEMBERSHIP

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by conveyance of title of a Lot.

## ARTICLE VI VOTING RIGHTS

The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all Owners, with the exception of the Declarant (as defined in the Declaration), and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B member shall be the Declarant, and shall be entitled to nine (9) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, including Class B votes for any Property annexed or planned for annexation by Declarant,
- (b) On December 31, 2009, or
- (c) When the Declarant waives in writing its right to Class B membership.

## ARTICLE VII

### BOARD OF DIRECTORS

Section 1. This Association's affairs are managed by a Board of Directors initially composed of three Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be an odd number of three or more but not to exceed five (5). The initial Directors named below shall serve until this Association's first annual meeting. The term of office for all Directors is one year. Before any such annual meeting, all vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by ballot. Each member may cast as many votes for each vacancy as such member has; and the person receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is not permitted. Directors need not be Association members.

Section 2. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

1. Tammy Lynch, Director, 501 N Cattlemen Rd., Suite 100, Sarasota, FL 34234
2. Alan Wilson, Director, 501 N Cattlemen Rd., Suite 100, Sarasota, FL 34234
3. Brenda Dailey, Director, 501 N Cattlemen Rd., Suite 100, Sarasota, FL 34234

### ARTICLE VIII INCORPORATOR

The name and residence of the incorporator is:

NAME: Robert Lincoln, Esq.  
ADDRESS: 2033 Main Street  
Suite 600  
Sarasota, FL 34237

### ARTICLE IX DISSOLUTION

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets including the control or right of access to the property containing the surface water management system facilities, must be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however may any assets inure to the benefit of any member or other private individual.

### ARTICLE X DURATION

This Association exists perpetually.

### ARTICLE XI BY-LAWS

This Association's By-Laws initially will be adopted by the Board of Directors. Thereafter, the By-Laws may be altered, amended, or rescinded with the approval of a majority of

each class of members, except as to those provisions for Amendment to the By Laws which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments.

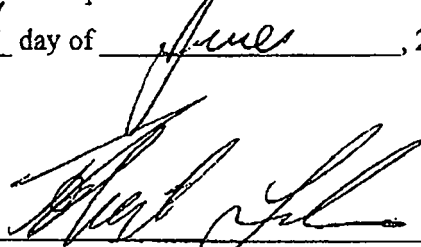
**ARTICLE XII**  
**AMENDMENTS**

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval in writing of two thirds (2/3) of the entire membership, except as to those provisions for Amendment which are provided in the Declaration or any Supplemental Declaration in which case those provisions shall control such Amendments.

**ARTICLE XIII**  
**INTERPRETATION**

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of the Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporators intend its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 30th day of June, 2006.

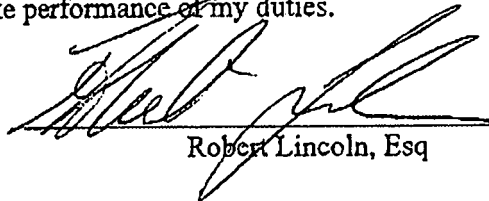
  
\_\_\_\_\_  
Robert Lincoln

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE  
SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING THE  
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED.

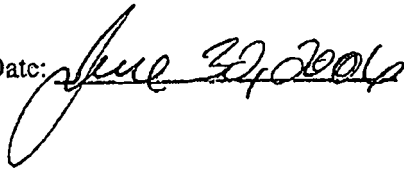
Bradford Manor Townhomes Association, Inc., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office, as indicated in its Articles of Incorporation, at 2033 Main Street, Suite 600, Sarasota, FL, County of Sarasota, State of Florida, has named Robert Lincoln, whose business offices is 2033 Main Street, Suite 600, Sarasota, Florida 34237, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 617.0503, relative to the proper and complete performance of my duties.

  
Robert Lincoln, Esq

Date:





**EXHIBIT C**

**BYLAWS OF**  
**BRADFORD MANOR TOWNHOMES ASSOCIATION, INC.**

**BY-LAWS  
OF  
BRADFORD MANOR TOWNHOMES ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION.**

The name of the corporation is Bradford Manor Townhomes Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at Robert Lincoln, 2033 Main Street, Suite 600, Sarasota, FL 34237, or at such other place as is designated by the Board of Directors, but meetings of members and directors may be held at such places within Sarasota County, Florida as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

The definitions as set out in the Declaration of Covenants, Conditions and Restrictions of Bradford Manor Townhomes (Declaration) are hereby incorporated by reference.

**ARTICLE III  
MEETINGS OF MEMBERS**

Section 1.     Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held during the last quarter of the year, as established by the Board of Directors.

Section 2.     Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership, as set out below.

Section 3.     Notice of Meetings. The association shall give all members actual notice of all membership meeting which shall be mailed, delivered, or electronically transmitted to the members not less than 14 days prior to the meeting. Evidence of compliance with this 14-day

notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4.     Quorum. The presence at the meeting of members entitled to cast, or of limited or general proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, Articles of Incorporation or Declaration, decisions shall be made by a majority of the voting interests represented at a meeting at which a quorum is present. .

Section 5.     Proxies. At all meetings of members, each member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which is was given. A proxy is revocable at any time at the pleasure of the homeowner who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or By-Laws or for any matter that requires or permits a votes of the homeowners.

## **ARTICLE IV**

### **BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1.     Number. The affairs of this Association shall be managed by an initial board of three (3) directors, consisting of Tammy Lynch, Alan Wilson, and Brenda Dailey.

Section 2.     Term of Office. The term of office for all directors is one year. The initial directors of the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting.

Section 3.     Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association, in accordance with the requirements of Chapter 720 of the Florida Statutes. In the event of death, resignation or

removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.     Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

## **ARTICLE V**

### **NOMINATION AND ELECTION OF DIRECTORS**

Section 1.     Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2.     Election. Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3.     Use of Proxy. For election of members of the Board of Directors, homeowners shall vote in person at a meeting of the homeowners or by a proxy ballot, under procedures established by the Board of Directors..

## **ARTICLE VI**

### **MEETINGS OF DIRECTORS**

Section 1.     Meetings. Meetings of the Board of Directors shall be on a regular basis at such place and hour as may be fixed from time to time by Resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director. Said notice may be waived prior to such meeting by unanimous consent of the Board. If 20 percent of the total voting interests petition the board to address an item of business, the board shall at its next regular board meeting or at a special meeting of the board, but not later than 60 days after the receipt of the petition, take the petitioned item up on an agenda. The board shall give all members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14-day notice requirement. Each member shall have the right to speak for at least 3 minutes on each matter placed on the agenda by petition, provided that the member signs the sign up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the board is not obligated to take any other action requested by the petition.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without a Meeting. Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all the members of the Board of Directors; such consent shall be placed in the minute book of the Association with the minutes of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 5. Notice to Members.

- (a) Meetings of the Board of Directors shall be open to all members, and notices of meetings shall be posted in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.
- (b) An assessment may not be levied at a board meeting unless a written notice of the

meeting is provided to all members at least 14 days before the meeting, which notice includes a statement that assessments will be considered at the meeting and the nature of the assessments. Written notice of any meeting at which special assessments will be considered or at which rules that regulate the use of parcels in the community may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted to the members and posted conspicuously on the property. A written notice concerning changes to the rules that regulate the use of parcels in the community must include a statement that changes to the rules regarding the use of parcels will be considered at the meeting.

## **ARTICLE VII**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1.     Powers. The Association, by and through its Board of Directors, shall have power to:

- (a)     adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b)     suspend the voting rights and right to use of the Common Areas of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c)     exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d)     declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e)     employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Association, by and through its Board of Directors, to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote, at least ten (10) days prior to the annual meeting or special meeting;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and
  - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.
  - (4) collect at first closing on the Lot the balance of the assessment owing for the remaining portion of the year.
- (d) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained; enter into contracts on behalf of the association in accordance with the requirements of Chapter 720 of the Florida Statutes.
- (h) establish prior to the beginning of the fiscal year and prior to setting the

assessments for the coming year, an annual budget for the Association, including maintenance of common areas, and establish reserve accounts for replacement of those parts of the common elements which have a limited useful life span.

## **ARTICLE VIII**

### **OFFICERS AND THEIR DUTIES**

Section 1.     Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2.     Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3.     Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4.     Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5.     Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.     Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7.     Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8.     Duties. The duties of the officers are as follows:



#### President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.

#### Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

#### Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing members of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. All checks shall require the signatures of two officers.

### ARTICLE IX

#### COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE X**  
**BOOKS AND RECORDS**

Section 1. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by members, or their authorized representatives, and Board Members at reasonable times. Subsequent to transfer of control of the Association to owners other than the declarant, the Association shall retain these minutes for at least 7 years.

Section 3. Subsequent to transfer of control of the Association to owners other than the declarant, the Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

- (a) A copy of the plans, permits, and warranties for the improvements to the Common Area, but not including the construction drawings of the individual homes and lots.
- (b) A copy of the By-Laws of the townhomes association and of each amendment to the By-Laws.
- (c) A certified copy of the Articles of Incorporation of the townhomes association, or other documents creating the townhomes association, and of each amendment thereto.
- (d) A copy of the current rules of the townhomes association.
- (e) A book or books that contain the minutes of all meetings of the townhomes association, of the Board of Directors and of members, which minutes shall be retained for a period of not less than 7 years.
- (f) A current roster of all members and their mailing addresses, parcel identifications, and, if known telephone numbers.
- (g) All current insurance policies of the townhomes association or a copy thereof.
- (h) A current copy of any management agreement, lease, or other contract to which

the townhomes association is a party for under the townhomes association or the parcel owners have an obligation or responsibility.

(i) Accounting records for the townhomes association and separate accounting records for each parcel, according to generally accepted accounting principles, and the requirements of Chapter 720 of the Florida Statutes. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall be open to inspection by members or their authorized representatives at reasonable times. The failure of the townhomes association to permit inspection of its accounting records by member of their authorized representatives, entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:

- (1) Accurate, itemized, and detailed records of all receipts and expenditures.
- (2) A current account and a periodic statement of the account for each member of the townhomes association, designating the name of the member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
- (3) All audits, reviews, accounting statements, and financial reports of the townhomes association.
- (4) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year.

## **ARTICLE XI**

### **ASSESSMENTS**

As more fully provided in the Declaration each member is obligated to pay to the Association all assessments as listed in the Declaration, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the highest rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose

the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowable by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

## **ARTICLE XII CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Bradford Manor Townhomes Association, Inc. and within the center the word "Florida".

## **ARTICLE XIII AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of each class of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## **ARTICLE XIV MISCELLANEOUS**

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. All common areas serving any townhomes association shall be available to members and their invited guests for the use intended for such common areas. The entity or entities responsible for the operation of the common areas may adopt reasonable rules and regulations pertaining to the use of such common areas. No entity or entities shall 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.

**BRADFORD MANOR TOWNHOMES ASSOCIATION, INC.**  
**CERTIFICATION**

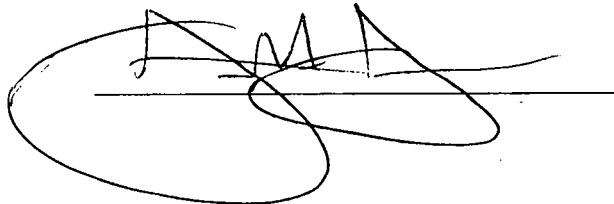
I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Bradford Manor Townhomes Association, Inc., a Florida corporation not-for-profit, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted by written consent of the Board of Directors thereof, effective as of the day of October 12, 2006.

IN WITNESS WHEREOF, the secretary of the Bradford Manor Townhomes Association, Inc. has hereunto set his hand this 12th day of October, 2006.

Secretary

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by several loops and a horizontal line extending to the right.

Section 3. Members have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. A member has the right to speak for at least 3 minutes on any item, provided that the member submits a written request to speak prior to the meeting. The association may adopt written reasonable rules governing the frequency, duration and other manner of member statements, which rules must be consistent with Florida Law.



# Bradford Manor Townhomes Assoc., Inc.

Financial Statement

January 2017

1600 West Colonial Drive • Orlando, Florida 32804

Phone: 407-228-4181 • 800-647-0055

Fax: 407-228-4171

Daytona Beach • Fort Myers • Jacksonville • Orlando • Palm Harbor • Sarasota • Tampa • Port Charlotte

[www.melrosemanagement.com](http://www.melrosemanagement.com)

# Bradford Manor Townhomes Association, Inc.

Page: 1

## Balance Sheet As of 01/31/17

Account	Description	Operating	Reserves	Other	Totals
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Presented by:

Melrose Management Partnership

Without Audit or Review

### ASSETS

1045	BB&T Operating Account	25,920.89			25,920.89
1046	Due To Reserve	(6,603.00)			(6,603.00)
1080	BB&T Reserve Account		271,698.52		271,698.52
1081	Inter-Fund Transfer		6,603.00		6,603.00
1083	Alliance Reserve Account		20,037.20		20,037.20
1210	A/R - Maintenance Assessments	17,069.05			17,069.05
1215	Allowance for Doubtful Accts	(4,964.37)			(4,964.37)
1710	Deposits - Electricity	1,845.05			1,845.05
1830	Prepaid Insurance	2,402.41			2,402.41
TOTAL ASSETS		35,670.03	298,338.72	.00	334,008.75
		=====	=====	=====	=====

### LIABILITIES & EQUITY

#### CURRENT LIABILITIES:

2010	Accounts Payable	7,158.29			7,158.29
2023	Insurance Loan	2,003.86			2,003.86
2040	Fees Received In Advance	5,952.76			5,952.76
Subtotal Current Liab.		15,114.91	.00	.00	15,114.91

#### RESERVES:

3108	Reserve - Entry Gates		4,568.95		4,568.95
3109	Deposit - Entry Gates		89.89		89.89
3120	Reserve - General		84,970.90		84,970.90
3140	Reserves - Painting		81,260.59		81,260.59
3141	Deposit - Painting		876.43		876.43
3160	Reserves - Rec. Facilities		8,507.51		8,507.51
3161	Deposit - Rec. Facilities		177.02		177.02
3164	Reserves - Roof		82,644.39		82,644.39
3165	Deposit - Roof		1,459.87		1,459.87
3180	Reserve - Streets		15,002.33		15,002.33
3181	Deposit - Streets		336.34		336.34
3188	Reserve - Walls		18,056.93		18,056.93
3189	Deposit - Walls		361.95		361.95
3196	Reserve- Unallocated Interest		25.62		25.62
Subtotal Reserves		.00	298,338.72	.00	298,338.72



**Bradford Manor Townhomes Association, Inc.**

Page: 2

Balance Sheet  
As of 01/31/17

Account	Description	Operating	Reserves	Other	Totals
EQUITY:					
3300	Fund Balance - Unrestricted	41,164.61			41,164.61
3370	Funds Transfer	(30,659.00)			(30,659.00)
3500	Contributed Capital Restricted	12,542.87			12,542.87
	Current Year Net Income/(Loss)	(2,493.36)	.00	.00	(2,493.36)
	Subtotal Equity	20,555.12	.00	.00	20,555.12
	TOTAL LIABILITIES & EQUITY	35,670.03	298,338.72	.00	334,008.75
		=====	=====	=====	=====

# Bradford Manor Townhomes Association, Inc.

Page: 1

Income/Expense Statement  
Period: 01/01/17 to 01/31/17

Current Period				Year-To-Date			Yearly	
Actual	Budget	Variance	Account	Description	Actual	Budget	Variance	Budget
INCOME:								
14,568.45	27,570.40	(13,001.95)	04110	Assessment	14,568.45	27,570.40	(13,001.95)	330,844.80
3,301.50	6,248.00	(2,946.50)	04113	Reserve Assessments	3,301.50	6,248.00	(2,946.50)	74,976.00
.57	.00	.57	04210	Interest - Checking	.57	.00	.57	.00
25.62	.00	25.62	04270	Interest - Reserves	25.62	.00	25.62	.00
(3,301.50)	(6,248.00)	2,946.50	04701	Reserve Assessments	(3,301.50)	(6,248.00)	2,946.50	(74,976.00)
(25.62)	.00	(25.62)	04702	Reserve Fund Interest	(25.62)	.00	(25.62)	.00
14,569.02	27,570.40	(13,001.38)		Subtotal Income	14,569.02	27,570.40	(13,001.38)	330,844.80
EXPENSES								
BUILDING MAINTENANCE								
.00	191.67	191.67	05200	Building Fire Alarm & Exting	.00	191.67	191.67	2,300.00
.00	2,137.82	2,137.82	05300	Building Maintenance	.00	2,137.82	2,137.82	25,653.81
.00	2,329.49	2,329.49		BUILDING MAINTENANCE	.00	2,329.49	2,329.49	27,953.81
GROUND MAINTENANCE								
.00	250.00	250.00	06200	Contingency	.00	250.00	250.00	3,000.00
771.32	833.33	62.01	06450	Irrigation Repairs & Maint	771.32	833.33	62.01	10,000.00
3,990.80	3,980.00	(10.80)	06545	Landscape Maint. - Contract	3,990.80	3,980.00	(10.80)	47,760.00
75.00	1,250.00	1,175.00	06560	Landscape Replacement	75.00	1,250.00	1,175.00	15,000.00
.00	750.00	750.00	06670	Pressure Washing	.00	750.00	750.00	9,000.00
4,837.12	7,063.33	2,226.21		GROUND MAINTENANCE	4,837.12	7,063.33	2,226.21	84,760.00
GATES								
150.00	150.00	.00	07130	Gate Database Management	150.00	150.00	.00	1,800.00
325.00	1,083.33	758.33	07145	Gate Repair	325.00	1,083.33	758.33	13,000.00
130.96	125.00	(5.96)	07150	Gate Telephone	130.96	125.00	(5.96)	1,500.00
605.96	1,358.33	752.37		GATES	605.96	1,358.33	752.37	16,300.00
AMENITIES								
480.00	541.67	61.67	07225	Amenity Maintenance Repair	480.00	541.67	61.67	6,500.00
1,460.00	333.33	(1,126.67)	07251	Cabana Cleaning & Supplies	1,460.00	333.33	(1,126.67)	4,000.00
.00	1,077.92	1,077.92	07348	Pest Control	.00	1,077.92	1,077.92	12,935.00
335.00	500.00	165.00	07370	Pool Contract Service	335.00	500.00	165.00	6,000.00
.00	350.00	350.00	07371	Pool Repairs	.00	350.00	350.00	4,200.00
.00	214.00	214.00	07376	Pool Monitoring	.00	214.00	214.00	2,568.00
.00	45.83	45.83	07377	Pool Permit	.00	45.83	45.83	550.00
.00	100.00	100.00	07378	Pool Supplies	.00	100.00	100.00	1,200.00

# Bradford Manor Townhomes Association, Inc.

Page: 2

Income/Expense Statement  
Period: 01/01/17 to 01/31/17

Current Period								Year-To-Date		Yearly
Actual	Budget	Variance	Account	Description	Actual	Budget	Variance	Budget		Budget
2,275.00	3,162.75	887.75		AMENITIES	2,275.00	3,162.75	887.75			37,953.00
UTILITIES										
4,469.09	7,114.75	2,645.66	07610	Cable Service	4,469.09	7,114.75	2,645.66			85,377.00
757.19	525.67	(231.52)	07620	Electricity - General	757.19	525.67	(231.52)			6,308.00
205.11	666.67	461.56	07625	Electricity - Streetlights	205.11	666.67	461.56			8,000.00
52.46	375.00	322.54	07660	Trash Service	52.46	375.00	322.54			4,500.00
123.70	350.00	226.30	07690	Water/Sewer	123.70	350.00	226.30			4,200.00
5,607.55	9,032.09	3,424.54		UTILITIES	5,607.55	9,032.09	3,424.54			108,385.00
MGMT & ADMINISTRATIVE										
916.98	183.33	(733.65)	08020	Bank Charges	916.98	183.33	(733.65)			2,200.00
.00	5.10	5.10	08030	Corporate Annual Report	.00	5.10	5.10			61.25
.00	333.33	333.33	08040	CPA Services	.00	333.33	333.33			4,000.00
397.19	820.83	423.64	08400	Insurance D & O and Liabilit	397.19	820.83	423.64			9,850.00
675.00	300.00	(375.00)	08480	Legal Expense	675.00	300.00	(375.00)			3,600.00
1,242.48	2,239.78	997.30	08560	Management Fees	1,242.48	2,239.78	997.30			26,877.31
505.10	296.51	(208.59)	08600	Misc. Administrative Expense	505.10	296.51	(208.59)			3,558.15
.00	345.53	345.53	08970	Uncollectable/Bad Debt	.00	345.53	345.53			4,146.28
.00	100.00	100.00	08980	Websites	.00	100.00	100.00			1,200.00
3,736.75	4,624.41	887.66		MGMT & ADMINISTRATIVE	3,736.75	4,624.41	887.66			55,492.99
17,062.38	27,570.40	10,508.02		TOTAL EXPENSES	17,062.38	27,570.40	10,508.02			330,844.80
(2,493.36)	.00	(2,493.36)		Current Year Net Income/(los	(2,493.36)	.00	(2,493.36)			.00
=====	=====	=====			=====	=====	=====			=====

## Page: 1

Actual spreadsheet Start date: 01/01/17 Cutoff date: 01/31/17

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# Bradford Manor Townhomes Association, Inc.

Page: 2

## Income/Expense Statement

Actual spreadsheet Start date: 01/01/17 Cutoff date: 01/31/17

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
Trash Service	52	0	0	0	0	0	0	0	0	0	0	0	52
Water/Sewer	124	0	0	0	0	0	0	0	0	0	0	0	124
<hr/>													
UTILITIES	5608	0	0	0	0	0	0	0	0	0	0	0	5608
<hr/>													
MGMT & ADMINISTRATIVE													
Bank Charges	917	0	0	0	0	0	0	0	0	0	0	0	917
Insurance D & O and Liabi	397	0	0	0	0	0	0	0	0	0	0	0	397
Legal Expense	675	0	0	0	0	0	0	0	0	0	0	0	675
Management Fees	1242	0	0	0	0	0	0	0	0	0	0	0	1242
Misc. Administrative Expe	505	0	0	0	0	0	0	0	0	0	0	0	505
<hr/>													
MGMT & ADMINISTRATIV	3737	0	0	0	0	0	0	0	0	0	0	0	3737
<hr/>													
TOTAL EXPENSES	17062	0	0	0	0	0	0	0	0	0	0	0	17062
<hr/>													
CURRENT YEAR NET INCOME/	2493-	0	0	0	0	0	0	0	0	0	0	0	2493-

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**AGED OWNER BALANCES: AS OF Jan. 31, 2017**  
**ACCOUNT NUMBER SEQUENCE**

\* - Previous Owner or Renter

ACCOUNT #	UNIT #	NAME/ADDRESS	CURRENT	OVER 30	OVER 60	OVER 90	TOTAL
1406GD	93	Ronique Major-Hundley	0.00	192.15	192.15	10939.20	11323.50
1185GD	140	Daniel E. Barney	0.00	192.15	192.15	1385.05	1769.35
1153GD	148	Michael W Robeson	0.00	192.15	232.15	768.60	1192.90
1410GD	94	Ingrid Leon	0.00	192.15	192.15	329.35	713.65
1170GD	34	William Jeffrey Langen	0.00	192.15	192.15	192.15	576.45
1129GD	154	Bartlomiej Mlotkowski	0.00	384.30	0.00	0.00	384.30
1526GD	122	Eugenia Young Lee	0.00	192.15	121.15	71.00	384.30
1142GD	27	Rebecca & Martin Alvarez	0.00	192.15	0.00	0.00	192.15
1145GD	150	Christine Aust	0.00	192.15	0.00	0.00	192.15
1518GD	120	Edmundo D Lacayo	0.00	121.15	35.50	35.50	192.15
1126GD	23	Joan Foster	0.00	168.75	0.00	0.00	168.75
1430GD	99	Andrew Hard	0.00	128.10	0.00	0.00	128.10
1362GD	82	Ion & Susan Chiang-Furtuna	0.00	35.50	4.50	0.00	40.00
1150GD	29	Jennifer S. Carvalho	0.00	1.75	0.00	0.00	1.75
1370GD	84	Odalys Sierra	0.00	1.70	0.00	0.00	1.70
1157GD	147	Hermann R. Ballesteros	192.15-	0.00	0.00	0.00	192.15-
TOTAL:			192.15-	2378.45	1161.90	13720.85	17069.05

AGED OWNER BALANCES: AS OF Jan. 31, 2017  
ACCOUNT NUMBER SEQUENCE

\* - Previous Owner or Renter

ACCOUNT #	UNIT #	NAME/ADDRESS	CURRENT	OVER 30	OVER 60	OVER 90	TOTAL
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REPORT SUMMARY

CODE	N/A	DESCRIPTION	ACCOUNT #	CURRENT	OVER 30	OVER 60	OVER 90	TOTAL
A1		ASSESSMENT	1210	156.65-	1650.35	868.90	10315.01	12677.61
C1		RESERVE	1210	35.50-	535.95	253.00	3365.84	4119.29
03		Admin. Fees	1210	0.00	0.00	40.00	40.00	80.00
11		Transfer Fee	1210	0.00	42.15	0.00	0.00	42.15
12		Estoppel Fee	1210	0.00	150.00	0.00	0.00	150.00
GRAND TOTAL:				192.15-	2378.45	1161.90	13720.85	17069.05

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	DELINQUENCY AMOUNT
01210	A/R - Maintenance Assessmen	17069.05
TOTAL		\$17069.05

**PREPAYS AS OF Jan. 31, 2017**  
**Account Number Sequence**

\* - Previous Owner or Renter

NAME ADDRESS	LOT NUMBER	ACCOUNT NUMBER	CODE	PREPAID AMOUNT
<b>CURRENT OWNERS</b>				
Dottie Rutledge 1102 Grantham Drive	17	1102GD	PP	192.15
Lori Jakanski 1110 Grantham Drive	19	1110GD	PP	192.12
Duane & Karen Heishman 1118 Grantham Drive	21	1118GD	PP	192.15
Deborah Anzelone 1121 Grantham Drive	156	1121GD	PP	99.45
Joan Foster 1126 Grantham Drive	23	1126GD	PP	24.20 DB
Nau Portillo-Hernandez 1134 Grantham Drive	25	1134GD	PP	192.15
Elliot Battin Hamby 1138 Grantham Drive	26	1138GD	PP	183.00
James & Patricia Devno 1146 Grantham Drive	28	1146GD	PP	960.75
Alexander & Marya Prazdnik 1149 Grantham Drive	149	1149GD	PP	192.15
Rachel Melanson 1161 Grantham Drive	146	1161GD	PP	371.90
Mario Chenard & Levesque 1166 Grantham Drive	33	1166GD	PP	0.03
Susan B. Love 1169 Grantham Drive	144	1169GD	PP	192.15
Carlos Fernando Chisco 1173 Grantham Drive	143	1173GD	PP	576.45



PREPAYS AS OF Jan. 31, 2017  
Account Number Sequence

\* - Previous Owner or Renter

NAME ADDRESS	LOT NUMBER	ACCOUNT NUMBER	CODE	PREPAID AMOUNT
Tomasz & Katarzyna Sarosiek 1178 Grantham Drive	36	1178GD	PP	192.15
Francisco A. Ramirez 1182 Grantham Drive	37	1182GD	PP	192.15
Adjasa, LLC 1189 Grantham Drive	139	1189GD	PP	0.62
Andre & Cathleen Mai 1338 Grantham Drive	76	1338GD	PP	375.15
Angelina R. Leve 1350 Grantham Drive	79	1350GD	PP	183.00
Alaga & Muhamed Begovic 1390 Grantham Drive	89	1390GD	PP	384.30
Brian Murphy & Kimberly Giang 1394 Grantham Drive	90	1394GD	PP	192.15
Reina Genis 1402 Grantham Drive	92	1402GD	PP	29.95
Amanda Struino 1434 Grantham Drive	100	1434GD	PP	192.15
Christopher L Dudley 1442 Grantham Drive	102	1442GD	PP	1.70
Peter & Beth Miedema 1454 Grantham Drive	105	1454GD	PP	10.00
Tonya Roney 1466 Grantham Drive	108	1466GD	PP	208.65
George S & Kristen M Faris 1474 Grantham Drive	110	1474GD	PP	250.00
Bruce Ko & Bok Kim	111	1478GD	PP	2.84

PREPAYS AS OF Jan. 31, 2017  
Account Number Sequence

\* - Previous Owner or Renter

NAME ADDRESS	LOT NUMBER	ACCOUNT NUMBER	CODE	PREPAID AMOUNT
1478 Grantham Drive				
Joseph McLaren 1482 Grantham Drive	112	1482GD	PP	1.05
Phyllis Newburg 1486 Grantham Drive	113	1486GD	PP	25.80
Danny Grise 1514 Grantham Drive	119	1514GD	PP	207.85
Joseph Racina 1522 Grantham Drive	121	1522GD	PP	183.00
				=====
TOTAL HOMES:	31	TOTAL PREPAYS		5,952.76
		TOTAL DISTR: PP		5,952.76

## A / P OPEN ITEM DETAIL

Starting vendor: "First"  
Cut off date: 01/31/17

Ending vendor: "Last"

Vendor	Vchr #	Invoice	Reference	Date	Amount
COMC COMCAST COMMUNICATIONS	2381	417518-02-8	15515 417518-02 8	01/31/17	4353.69
	2382	425245019	15515-425245-01-9	01/31/17	115.40
	Total:				4,469.09
FPL FLORIDA POWER & LIGHT COMPANY	2384	29341	47402-29341	01/31/17	119.20
NEW NEW PERFECT SERVICES, INC.	2388	22110	OCT 16 SERVICE	01/31/17	240.00
	2389	22537	NOV 16 SERVICE	01/31/17	240.00
	2390	22538	DEC 16 SERVICE	01/31/17	300.00
	2391	22539	JAN COMMON AREAS	01/31/17	240.00
Total:					1,020.00
UNIQUE UNIQUE GARDENS, LLC	2383	2017014	AMENITY MAINTENANCE/TRASH	01/31/17	875.00
WIL DAVID W WILCOX	2386	091116	FOSTER VS BMT	01/31/17	675.00
Grand total:					7,158.29

## CASH DISBURSEMENTS

Starting Check Date: 1/01/17 Cash account #: "All"  
 Ending Check Date: 1/31/17

Check-date	Check-#	Vend-#	Vendor Name	Check-amount	Reference
Cash account #: 1045			BB&T Operating Account		
1/03/17	1883	GREEN	GREEN THUMB LANDSCAPE MGMT INC	4,462.12	JAN LANDSCAPE MAINTENANC
1/03/17	1884	GREEN	GREEN THUMB LANDSCAPE MGMT INC	300.00	JAN LANDSCAPE MAINTENANC
1/03/17	1885	WAS	WASTE MANAGEMENT	52.46	JAN 047-0280570-0487-2
1/03/17	1886	MMPSH	MELROSE MANAGEMENT PARTNERSHIP	1,392.48	MANAGEMENT FEES
1/06/17	1887	MMPSH	MELROSE MANAGEMENT PARTNERSHIP	250.00	A/P TRANSFER
1/11/17	1888	GREENS	GREENSPOON MARDER	231.00	44415.0001-FOSTER
1/11/17	1889	GREENS	GREENSPOON MARDER	2,444.24	44415.0001-FOSTER
1/12/17	1890	SARASO	SARASOTA COUNTY PUBLIC UTILITI	123.70	JAN 357183-558274
1/13/17	1891	ACTION	ACTION SECURITY	325.00	JAN MAINTENANCE
1/13/17	1892	MMPSH	MELROSE MANAGEMENT PARTNERSHIP	1,422.08	REIMBURSABLE FEES
1/16/17	1893	ACTION	ACTION SECURITY	1,655.00	GATE CLICKERS
1/16/17	1894	ACTION	ACTION SECURITY	305.00	GATE REPAIRS
1/16/17	1895	FPL	FLORIDA POWER & LIGHT COMPANY	205.11	JAN 023498-13051
1/16/17	1896	FPL	FLORIDA POWER & LIGHT COMPANY	68.47	DEC 47402-29341
1/16/17	1897	FPL	FLORIDA POWER & LIGHT COMPANY	31.34	DEC 71238-58347
1/16/17	1898	FPL	FLORIDA POWER & LIGHT COMPANY	633.18	89829-28502
1/16/17	1899	HOM	HOME TEAM PEST DEFENSE	163.24	PEST CONTROL SERVIC
1/16/17	1900	POOL	POOL PRO WEST COAST INC	335.00	JAN POOL SERVICE
1/16/17	1901	USPREM	US PREMIUM FINANCE	438.55	205-160819-259061
1/18/17	1902	VER	FRONTIER COMMUNICATIONS	130.96	841-351-8373-121307-5
1/20/17	1903	FPL	FLORIDA POWER & LIGHT COMPANY	64.81	AUG 47402-29341
1/25/17	1904	MMPSH	MELROSE MANAGEMENT PARTNERSHIP	250.00	A/P TRANSFER
1/31/17	1905	UNIQUE	UNIQUE GARDENS, LLC	120.00	DOG AREA CLEAN UP
Totals:				15,403.74	

## GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
Ending account #: "Last"

Starting date: 01/01/17  
Ending date: 01/31/17

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
1041	Cash At Turn Over	.00	.00	.00	.00	.00
1042	Cash At Turn Over	.00	.00	.00	.00	.00
1045	BB&T Operating Account	23,380.98	17,943.65	15,403.74	2,539.91	25,920.89

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/01/17	AR0000	AR04	192.15		Owner Cash Receipts	
01/03/17	AP8305	1883		4,462.12	GREEN THUMB LANDSCAPE MGM	JAN LANDSCAPE MAINTENANC
01/03/17	AP8305	1884		300.00	GREEN THUMB LANDSCAPE MGM	JAN LANDSCAPE MAINTENANC
01/03/17	AP8305	1885		52.46	WASTE MANAGEMENT	JAN 047-0280570-0487-2
01/03/17	AP8307	1886		1,392.48	MELROSE MANAGEMENT PARTNE	MANAGEMENT FEES
01/03/17	AR0000	AR04	5,380.20		Owner Cash Receipts	
01/04/17	AR0000	AR04	576.80		Owner Cash Receipts	
01/05/17	AR0000	AR04	577.31		Owner Cash Receipts	
01/05/17	AR0000	AR04	198.00		Owner Cash Receipts	
01/05/17	AR0740	AR-740	577.30		Owner Cash Receipts	
01/06/17	AP8310	1887		250.00	MELROSE MANAGEMENT PARTNE	A/P TRANSFER
01/09/17	AR0000	AR04	192.15		Owner Cash Receipts	
01/09/17	AR0741	AR-741	192.15		Owner Cash Receipts	
01/11/17	AP8316	1888		231.00	GREENSPOON MARDER	44415.0001-FOSTER
01/11/17	AP8316	1889		2,444.24	GREENSPOON MARDER	44415.0001-FOSTER
01/11/17	AR0000	AR04	192.50		Owner Cash Receipts	
01/11/17	AR0742	AR-742	192.15		Owner Cash Receipts	
01/11/17	AR0743	AR-743	150.00		Owner Cash Receipts	
01/12/17	AP8322	1890		123.70	SARASOTA COUNTY PUBLIC UT	JAN 357183-558274
01/12/17	AR0000	AR04	192.15		Owner Cash Receipts	
01/12/17	AR0000	AR04	192.15		Owner Cash Receipts	
01/13/17	AP8325	1891		325.00	ACTION SECURITY	JAN MAINTENANCE
01/13/17	AP8327	1892		1,422.08	MELROSE MANAGEMENT PARTNE	REIMBURSABLE FEES
01/13/17	AR0000	AR04	192.15		Owner Cash Receipts	
01/16/17	AP8331	1893		1,655.00	ACTION SECURITY	GATE CLICKERS
01/16/17	AP8331	1894		305.00	ACTION SECURITY	GATE REPAIRS
01/16/17	AP8331	1895		205.11	FLORIDA POWER & LIGHT COM	JAN 023498-13051
01/16/17	AP8331	1896		68.47	FLORIDA POWER & LIGHT COM	DEC 47402-29341
01/16/17	AP8331	1897		31.34	FLORIDA POWER & LIGHT COM	DEC 71238-58347
01/16/17	AP8331	1898		633.18	FLORIDA POWER & LIGHT COM	89829-28502
01/16/17	AP8331	1899		163.24	HOME TEAM PEST DEFENSE	PEST CONTROL SERVIC
01/16/17	AP8331	1900		335.00	POOL PRO WEST COAST INC	JAN POOL SERVICE
01/16/17	AP8331	1901		438.55	US PREMIUM FINANCE	205-160819-259061
01/17/17	AR0000	AR04	768.60		Owner Cash Receipts	
01/18/17	AP8345	1902		130.96	FRONTIER COMMUNICATIONS	841-351-8373-121307-5
01/18/17	AR0000	AR04	1,345.05		Owner Cash Receipts	
01/19/17	AR0000	AR04	384.30		Owner Cash Receipts	
01/19/17	AR0744	AR-744	192.15		Owner Cash Receipts	
01/20/17	AP8352	1903		64.81	FLORIDA POWER & LIGHT COM	AUG 47402-29341
01/20/17	AR0000	AR04	192.15		Owner Cash Receipts	
01/23/17	AR0000	AR04	192.15		Owner Cash Receipts	
01/24/17	AR0000	AR04	192.15		Owner Cash Receipts	

## GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
Ending account #: "Last"

Starting date: 01/01/17  
Ending date: 01/31/17

Acct-#	Description			Begin-balance	Total-DR	Total-CR	Net-change	End-balance
	01/25/17	AP8356	1904		250.00	MELROSE MANAGEMENT PARTNE	A/P TRANSFER	
	01/25/17	AR0000	AR04	2,305.80		Owner Cash Receipts		
	01/25/17	AR0000	AR04	384.32		Owner Cash Receipts		
	01/26/17	AR0000	AR04	384.30		Owner Cash Receipts		
	01/26/17	AR0745	AR-745	492.15		Owner Cash Receipts		
	01/30/17	AR0000	AR04	1,537.20		Owner Cash Receipts		
	01/31/17	AP8400	1905		120.00	UNIQUE GARDENS, LLC	DOG AREA CLEAN UP	
	01/31/17	AR0000	AR04	191.30		Owner Cash Receipts		
	01/31/17	AR0000	AR04	192.15		Owner Cash Receipts		
	01/31/17	AR0746	AR-746	192.15		Owner Cash Receipts		
	01/31/17	CR0000	ADJUST	.57		Jan Interest		
1046	Due To Reserve			3,301.50CR	.00	3,301.50	3,301.50CR	6,603.00CR
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>	
	01/31/17	RJ0015	RECORD		3,301.50	Reserve Funding Transfer		
1047	Due From Operating			.00	.00	.00	.00	.00
1080	BB&T Reserve Account			271,675.45	23.07	.00	23.07	271,698.52
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>	
	01/31/17	RJ0001	MONTHLY	23.07		RESERVE INTEREST		
1081	Inter-Fund Transfer			3,301.50	3,301.50	.00	3,301.50	6,603.00
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>	
	01/31/17	RJ0015	RECORD	3,301.50		Reserve Funding Transfer		
1083	Alliance Reserve Account			20,034.65	2.55	.00	2.55	20,037.20
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>	
	01/31/17	RJ0019	INTEREST	2.55		Alliance Reserve Interest		
1111	Suspense Account			.00	.00	.00	.00	.00
1210	A/R - Maintenance Assessments			15,619.25	18,119.95	16,670.15	1,449.80	17,069.05
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>	
	01/01/17	AR0000	AR01	17,869.95		Apply Assmt/Opt Charges		
	01/01/17	AR0000	AR04		192.15	Owner Cash Receipts		
	01/01/17	AR0000	AR08		3,740.83	Prepaid Application		
	01/03/17	AR0000	AR04		5,005.05	Owner Cash Receipts		
	01/04/17	AR0000	AR04		517.90	Owner Cash Receipts		
	01/05/17	AR0000	AR04		547.33	Owner Cash Receipts		
	01/05/17	AR0000	AR04		98.55	Owner Cash Receipts		
	01/05/17	AR0740	AR-740		575.60	Owner Cash Receipts		
	01/09/17	AR0000	AR04		182.15	Owner Cash Receipts		
	01/09/17	AR0741	AR-741		192.15	Owner Cash Receipts		

## GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
Ending account #: "Last"

Starting date: 01/01/17  
Ending date: 01/31/17

Acct-#	Description		Begin-balance	Total-DR	Total-CR	Net-change	End-balance
	01/11/17	AR0000 AR06	150.00		Owner Expense Adjust.		
	01/11/17	AR0742 AR-742		192.15	Owner Cash Receipts		
	01/11/17	AR0743 AR-743		150.00	Owner Cash Receipts		
	01/12/17	AR0000 AR04		192.15	Owner Cash Receipts		
	01/12/17	AR0000 AR06	100.00		Owner Expense Adjust.		
	01/13/17	AR0000 AR04		9.15	Owner Cash Receipts		
	01/17/17	AR0000 AR04		384.33	Owner Cash Receipts		
	01/18/17	AR0000 AR04		1,342.21	Owner Cash Receipts		
	01/19/17	AR0000 AR04		384.30	Owner Cash Receipts		
	01/20/17	AR0000 AR04		166.35	Owner Cash Receipts		
	01/23/17	AR0000 AR04		192.15	Owner Cash Receipts		
	01/24/17	AR0000 AR04		192.15	Owner Cash Receipts		
	01/25/17	AR0000 AR04		969.90	Owner Cash Receipts		
	01/25/17	AR0000 AR04		191.55	Owner Cash Receipts		
	01/26/17	AR0000 AR04		192.15	Owner Cash Receipts		
	01/26/17	AR0745 AR-745		292.15	Owner Cash Receipts		
	01/30/17	AR0000 AR04		384.30	Owner Cash Receipts		
	01/31/17	AR0000 AR04		191.30	Owner Cash Receipts		
	01/31/17	AR0000 AR04		192.15	Owner Cash Receipts		
1215	Allowance for Doubtful Accts		4,964.37CR	.00	.00	.00	4,964.37CR
1216	Due From Developer		.00	.00	.00	.00	.00
1217	A/R - Florida Power & Light		.00	.00	.00	.00	.00
1240	A/R - Other		.00	.00	.00	.00	.00
1255	A/R - Insurance		.00	.00	.00	.00	.00
1710	Deposits - Electricity		1,750.05	95.00	.00	95.00	1,845.05
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>
	01/31/17	AP0003	VH2384	95.00		FLORIDA POWER & LIGHT COM	47402-29341
1810	Accruals		.00	.00	.00	.00	.00
1820	Prepaid - Other		.00	.00	.00	.00	.00
1830	Prepaid Insurance		2,799.60	.00	397.19	397.19CR	2,402.41
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>
	01/01/17	RJ0002	AUG2017		81.77	COMMUNITY INSUR	
	01/01/17	RJ0002	AUG2017		315.42	COMMUNITY INSUR	
2010	Accounts Payable		5,113.29CR	15,403.74	17,448.74	2,045.00CR	7,158.29CR
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>
	01/03/17	AP0005	VH2351		1,392.48	MELROSE MANAGEMENT PARTNE	MANAGEMENT FEES

## GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
Ending account #: "Last"

Starting date: 01/01/17  
Ending date: 01/31/17

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
01/03/17	AP0026 VH2348		52.46	WASTE MANAGEMENT	JAN 047-0280570-0487-2	
01/03/17	AP0066 VH2349		4,462.12	GREEN THUMB LANDSCAPE MGM	JAN LANDSCAPE MAINTENANC	
01/03/17	AP0071 VH2350		300.00	GREEN THUMB LANDSCAPE MGM	JAN LANDSCAPE MAINTENANC	
01/03/17	AP8305 1883	4,462.12		GREEN THUMB LANDSCAPE MGM	JAN LANDSCAPE MAINTENANC	
01/03/17	AP8305 1884	300.00		GREEN THUMB LANDSCAPE MGM	JAN LANDSCAPE MAINTENANC	
01/03/17	AP8305 1885	52.46		WASTE MANAGEMENT	JAN 047-0280570-0487-2	
01/03/17	AP8307 1886	1,392.48		MELROSE MANAGEMENT PARTNE	MANAGEMENT FEES	
01/06/17	AP8310 1887	250.00		MELROSE MANAGEMENT PARTNE	A/P TRANSFER	
01/11/17	AP8316 1888	231.00		GREENSPOON MARDER	44415.0001-FOSTER	
01/11/17	AP8316 1889	2,444.24		GREENSPOON MARDER	44415.0001-FOSTER	
01/12/17	AP0014 VH2355		123.70	SARASOTA COUNTY PUBLIC UT	JAN 357183-558274	
01/12/17	AP8322 1890	123.70		SARASOTA COUNTY PUBLIC UT	JAN 357183-558274	
01/13/17	AP0020 VH2357		1,422.08	MELROSE MANAGEMENT PARTNE	REIMBURSABLE FEES	
01/13/17	AP0070 VH2356		325.00	ACTION SECURITY	JAN MAINTENANCE	
01/13/17	AP8325 1891	325.00		ACTION SECURITY	JAN MAINTENANCE	
01/13/17	AP8327 1892	1,422.08		MELROSE MANAGEMENT PARTNE	REIMBURSABLE FEES	
01/16/17	AP0001 VH2359		205.11	FLORIDA POWER & LIGHT COM	JAN 023498-13051	
01/16/17	AP0003 VH2360		68.47	FLORIDA POWER & LIGHT COM	DEC 47402-29341	
01/16/17	AP0046 VH2361		438.55	US PREMIUM FINANCE	205-160819-259061	
01/16/17	AP0067 VH2362		335.00	POOL PRO WEST COAST INC	JAN POOL SERVICE	
01/16/17	AP0072 VH2363		31.34	FLORIDA POWER & LIGHT COM	DEC 71238-58347	
01/16/17	AP0073 VH2364		633.18	FLORIDA POWER & LIGHT COM	89829-28502	
01/16/17	AP8331 1893	1,655.00		ACTION SECURITY	GATE CLICKERS	
01/16/17	AP8331 1894	305.00		ACTION SECURITY	GATE REPAIRS	
01/16/17	AP8331 1895	205.11		FLORIDA POWER & LIGHT COM	JAN 023498-13051	
01/16/17	AP8331 1896	68.47		FLORIDA POWER & LIGHT COM	DEC 47402-29341	
01/16/17	AP8331 1897	31.34		FLORIDA POWER & LIGHT COM	DEC 71238-58347	
01/16/17	AP8331 1898	633.18		FLORIDA POWER & LIGHT COM	89829-28502	
01/16/17	AP8331 1899	163.24		HOME TEAM PEST DEFENSE	PEST CONTROL SERVIC	
01/16/17	AP8331 1900	335.00		POOL PRO WEST COAST INC	JAN POOL SERVICE	
01/16/17	AP8331 1901	438.55		US PREMIUM FINANCE	205-160819-259061	
01/18/17	AP0007 VH2367		130.96	FRONTIER COMMUNICATIONS	841-351-8373-121307-5	
01/18/17	AP8345 1902	130.96		FRONTIER COMMUNICATIONS	841-351-8373-121307-5	
01/20/17	AP8352 1903	64.81		FLORIDA POWER & LIGHT COM	AUG 47402-29341	
01/25/17	AP0006 VH2369		250.00	MELROSE MANAGEMENT PARTNE	A/P TRANSFER	
01/25/17	AP8356 1904	250.00		MELROSE MANAGEMENT PARTNE	A/P TRANSFER	
01/25/17	AP8399 VH2370		120.00	UNIQUE GARDENS, LLC	DOG AREA CLEAN UP	
01/31/17	AP0003 VH2384		119.20	FLORIDA POWER & LIGHT COM	47402-29341	
01/31/17	AP0012 VH2391		240.00	NEW PERFECT SERVICES, INC	JAN COMMON AREAS	
01/31/17	AP0023 VH2381		4,353.69	COMCAST COMMUNICATIONS	15515 417518-02 8	
01/31/17	AP0025 VH2382		115.40	COMCAST COMMUNICATIONS	15515-425245-01-9	
01/31/17	AP8400 1905	120.00		UNIQUE GARDENS, LLC	DOG AREA CLEAN UP	
01/31/17	AP8417 VH2383		875.00	UNIQUE GARDENS, LLC	AMENITY MAINTENANCE/TRASH	
01/31/17	AP8432 VH2386		675.00	DAVID W WILCOX	FOSTER VS BMT	
01/31/17	AP8443 VH2388		240.00	NEW PERFECT SERVICES, INC	OCT 16 SERVICE	
01/31/17	AP8443 VH2389		240.00	NEW PERFECT SERVICES, INC	NOV 16 SERVICE	
01/31/17	AP8443 VH2390		300.00	NEW PERFECT SERVICES, INC	DEC 16 SERVICE	
2011	A/P Transfer Fees	.00	250.00	250.00	.00	.00



## GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
Ending account #: "Last"

Starting date: 01/01/17  
Ending date: 01/31/17

Acct-#	Description		Begin-balance	Total-DR	Total-CR	Net-change	End-balance
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
	01/11/17	AR0000	AR06		150.00	Owner Expense Adjust.	
	01/12/17	AR0000	AR06		100.00	Owner Expense Adjust.	
	01/25/17	AP0006	VH2369	250.00		MELROSE MANAGEMENT PARTNE	A/P TRANSFER
2014	A/P - Reserves			.00	.00	.00	.00
2020	Accrued Expense			.00	.00	.00	.00
2023	Insurance Loan			2,442.41CR	438.55	.00	438.55 2,003.86CR
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
	01/16/17	AP0046	VH2361	438.55		US PREMIUM FINANCE	205-160819-259061
2040	Fees Received In Advance			4,679.83CR	3,740.83	5,013.76	1,272.93CR 5,952.76CR
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
	01/01/17	AR0000	AR08	3,740.83		Prepaid Application	
	01/03/17	AR0000	AR04		375.15	Owner Cash Receipts	
	01/04/17	AR0000	AR04		58.90	Owner Cash Receipts	
	01/05/17	AR0000	AR04		29.98	Owner Cash Receipts	
	01/05/17	AR0000	AR04		99.45	Owner Cash Receipts	
	01/05/17	AR0740	AR-740		1.70	Owner Cash Receipts	
	01/09/17	AR0000	AR04		10.00	Owner Cash Receipts	
	01/11/17	AR0000	AR04		192.50	Owner Cash Receipts	
	01/12/17	AR0000	AR04		192.15	Owner Cash Receipts	
	01/13/17	AR0000	AR04		183.00	Owner Cash Receipts	
	01/17/17	AR0000	AR04		384.27	Owner Cash Receipts	
	01/18/17	AR0000	AR04		2.84	Owner Cash Receipts	
	01/19/17	AR0744	AR-744		192.15	Owner Cash Receipts	
	01/20/17	AR0000	AR04		25.80	Owner Cash Receipts	
	01/25/17	AR0000	AR04		1,335.90	Owner Cash Receipts	
	01/25/17	AR0000	AR04		192.77	Owner Cash Receipts	
	01/26/17	AR0000	AR04		192.15	Owner Cash Receipts	
	01/26/17	AR0745	AR-745		200.00	Owner Cash Receipts	
	01/30/17	AR0000	AR04		1,152.90	Owner Cash Receipts	
	01/31/17	AR0746	AR-746		192.15	Owner Cash Receipts	
3108	Reserve - Entry Gates			2,954.06CR	.00	1,614.89	1,614.89CR 4,568.95CR
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
	01/01/17	RJ0004	RECUR		1,600.39	EOY RESERVE ROLL UP	
	01/01/17	RJ0020	ANNUAL		14.50	EOY Reserve Int Roll Up	
3109	Deposit - Entry Gates			1,600.39CR	1,600.39	89.89	1,510.50 89.89CR
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
	01/01/17	RJ0004	RECUR	1,600.39		EOY RESERVE ROLL UP	

## GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
Ending account #: "Last"

Starting date: 01/01/17  
Ending date: 01/31/17

Acct-#	Description		Begin-balance	Total-DR	Total-CR	Net-change	End-balance
	01/31/17	RJ0015	RECORD	89.89	Reserve Funding Transfer		
3120	Reserve - General		84,970.90CR	.00	.00	.00	84,970.90CR
3121	Deposit to Reserve - General		.00	.00	.00	.00	.00
3122	Spent From Reserve - General		.00	.00	.00	.00	.00
3140	Reserves - Painting		67,746.59CR	.00	13,514.00	13,514.00CR	81,260.59CR
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
	01/01/17	RJ0004	RECUR		13,392.73	EOY RESERVE ROLL UP	
	01/01/17	RJ0020	ANNUAL		121.27	EOY Reserve Int Roll Up	
3141	Deposit - Painting		13,392.73CR	13,392.73	876.43	12,516.30	876.43CR
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
	01/01/17	RJ0004	RECUR	13,392.73		EOY RESERVE ROLL UP	
	01/31/17	RJ0015	RECORD		876.43	Reserve Funding Transfer	
3160	Reserves - Rec. Facilities		6,462.87CR	.00	2,044.64	2,044.64CR	8,507.51CR
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
	01/01/17	RJ0004	RECUR		2,026.29	EOY RESERVE ROLL UP	
	01/01/17	RJ0020	ANNUAL		18.35	EOY Reserve Int Roll Up	
3161	Deposit - Rec. Facilities		2,026.29CR	2,026.29	177.02	1,849.27	177.02CR
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
	01/01/17	RJ0004	RECUR	2,026.29		EOY RESERVE ROLL UP	
	01/31/17	RJ0015	RECORD		177.02	Reserve Funding Transfer	
3164	Reserves - Roof		70,272.97CR	.00	12,371.42	12,371.42CR	82,644.39CR
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
	01/01/17	RJ0004	RECUR		12,260.40	EOY RESERVE ROLL UP	
	01/01/17	RJ0020	ANNUAL		111.02	EOY Reserve Int Roll Up	
3165	Deposit - Roof		12,260.40CR	12,260.40	1,459.87	10,800.53	1,459.87CR
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
	01/01/17	RJ0004	RECUR	12,260.40		EOY RESERVE ROLL UP	
	01/31/17	RJ0015	RECORD		1,459.87	Reserve Funding Transfer	
3166	Spent From Reserves - Roofs		.00	.00	.00	.00	.00
3180	Reserve - Streets		11,223.10CR	.00	3,779.23	3,779.23CR	15,002.33CR
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE

## GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
Ending account #: "Last"

Starting date: 01/01/17  
Ending date: 01/31/17

Acct-#	Description			Begin-balance	Total-DR	Total-CR	Net-change	End-balance
	01/01/17	RJ0004	RECUR		3,745.32	EOY RESERVE ROLL UP		
	01/01/17	RJ0020	ANNUAL		33.91	EOY Reserve Int Roll Up		
3181	Deposit - Streets			3,745.32CR	3,745.32	336.34	3,408.98	336.34CR
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>	
	01/01/17	RJ0004	RECUR	3,745.32		EOY RESERVE ROLL UP		
	01/31/17	RJ0015	RECORD		336.34	Reserve Funding Transfer		
3182	Spent From Reserve - Streets			.00	.00	.00	.00	.00
3188	Reserve - Walls			11,404.36CR	.00	6,652.57	6,652.57CR	18,056.93CR
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>	
	01/01/17	RJ0004	RECUR		6,592.87	EOY RESERVE ROLL UP		
	01/01/17	RJ0020	ANNUAL		59.70	EOY Reserve Int Roll Up		
3189	Deposit - Walls			6,592.87CR	6,592.87	361.95	6,230.92	361.95CR
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>	
	01/01/17	RJ0004	RECUR	6,592.87		EOY RESERVE ROLL UP		
	01/31/17	RJ0015	RECORD		361.95	Reserve Funding Transfer		
3196	Reserve- Unallocated Interest			358.75CR	358.75	25.62	333.13	25.62CR
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>	
	01/01/17	RJ0020	ANNUAL	358.75		EOY Reserve Int Roll Up		
	01/31/17	RJ0001	MONTHLY		23.07	RESERVE INTEREST		
	01/31/17	RJ0019	INTEREST		2.55	Alliance Reserve Interest		
3300	Fund Balance - Unrestricted			41,164.61CR	.00	.00	.00	41,164.61CR
3370	Funds Transfer			30,659.00	.00	.00	.00	30,659.00
3500	Contributed Capital Restricted			12,542.87CR	.00	.00	.00	12,542.87CR
4110	Assessment			.00	.00	14,568.45	14,568.45CR	14,568.45CR
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>	
	01/01/17	AR0000	AR01		14,568.45	Apply Assmt/Opt Charges		
4113	Reserve Assessments			.00	.00	3,301.50	3,301.50CR	3,301.50CR
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>	
	01/01/17	AR0000	AR01		3,301.50	Apply Assmt/Opt Charges		
4210	Interest - Checking			.00	.00	.57	.57CR	.57CR
	<b>DATE</b>	<b>SOURCE</b>	<b>REFERENCE</b>	<b>DR-AMOUNT</b>	<b>CR-AMOUNT</b>	<b>DESCRIPTION</b>	<b>A/P REFERENCE</b>	

## GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
Ending account #: "Last"

Starting date: 01/01/17  
Ending date: 01/31/17

Acct-#	Description			Begin-balance	Total-DR	Total-CR	Net-change	End-balance
	01/31/17	CR0000	ADJUST		.57	Jan Interest		
4270	Interest - Reserves			.00	.00	25.62	25.62CR	25.62CR
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/31/17	RJ0001	MONTHLY		23.07	RESERVE INTEREST		
	01/31/17	RJ0019	INTEREST		2.55	Alliance Reserve Interest		
4701	Reserve Assessments			.00	3,301.50	.00	3,301.50	3,301.50
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/31/17	RJ0015	RECORD	3,301.50		Reserve Funding Transfer		
4702	Reserve Fund Interest			.00	25.62	.00	25.62	25.62
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/31/17	RJ0001	MONTHLY	23.07		RESERVE INTEREST		
	01/31/17	RJ0019	INTEREST	2.55		Alliance Reserve Interest		
6450	Irrigation Repairs & Maint			.00	771.32	.00	771.32	771.32
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/03/17	AP0066	VH2349	771.32		GREEN THUMB LANDSCAPE MGM	JAN LANDSCAPE MAINTENANC	
6545	Landscape Maint. - Contract			.00	3,990.80	.00	3,990.80	3,990.80
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/03/17	AP0066	VH2349	3,690.80		GREEN THUMB LANDSCAPE MGM	JAN LANDSCAPE MAINTENANC	
	01/03/17	AP0071	VH2350	300.00		GREEN THUMB LANDSCAPE MGM	JAN LANDSCAPE MAINTENANC	
6560	Landscape Replacement			.00	75.00	.00	75.00	75.00
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/31/17	AP8417	VH2383	75.00		UNIQUE GARDENS, LLC	AMENITY MAINTENANCE/TRASH	
7130	Gate Database Management			.00	150.00	.00	150.00	150.00
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/03/17	AP0005	VH2351	150.00		MELROSE MANAGEMENT PARTNE	MANAGEMENT FEES	
7145	Gate Repair			.00	325.00	.00	325.00	325.00
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/13/17	AP0070	VH2356	325.00		ACTION SECURITY	JAN MAINTENANCE	
7150	Gate Telephone			.00	130.96	.00	130.96	130.96
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/18/17	AP0007	VH2367	130.96		FRONTIER COMMUNICATIONS	841-351-8373-121307-5	

## GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
Ending account #: "Last"

Starting date: 01/01/17  
Ending date: 01/31/17

Acct-#	Description			Begin-balance	Total-DR	Total-CR	Net-change	End-balance
7225	Amenity Maintenance Repair			.00	480.00	.00	480.00	480.00
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/31/17	AP8417	VH2383	480.00		UNIQUE GARDENS, LLC	AMENITY MAINTENANCE/TRASH	
7251	Cabana Cleaning & Supplies			.00	1,460.00	.00	1,460.00	1,460.00
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/25/17	AP8399	VH2370	120.00		UNIQUE GARDENS, LLC	DOG AREA CLEAN UP	
	01/31/17	AP0012	VH2391	240.00		NEW PERFECT SERVICES, INC	JAN COMMON AREAS	
	01/31/17	AP8417	VH2383	320.00		UNIQUE GARDENS, LLC	AMENITY MAINTENANCE/TRASH	
	01/31/17	AP8443	VH2388	240.00		NEW PERFECT SERVICES, INC	OCT 16 SERVICE	
	01/31/17	AP8443	VH2389	240.00		NEW PERFECT SERVICES, INC	NOV 16 SERVICE	
	01/31/17	AP8443	VH2390	300.00		NEW PERFECT SERVICES, INC	DEC 16 SERVICE	
7370	Pool Contract Service			.00	335.00	.00	335.00	335.00
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/16/17	AP0067	VH2362	335.00		POOL PRO WEST COAST INC	JAN POOL SERVICE	
7610	Cable Service			.00	4,469.09	.00	4,469.09	4,469.09
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/31/17	AP0023	VH2381	4,353.69		COMCAST COMMUNICATIONS	15515 417518-02 8	
	01/31/17	AP0025	VH2382	115.40		COMCAST COMMUNICATIONS	15515-425245-01-9	
7620	Electricity - General			.00	757.19	.00	757.19	757.19
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/16/17	AP0003	VH2360	68.47		FLORIDA POWER & LIGHT COM	DEC 47402-29341	
	01/16/17	AP0072	VH2363	31.34		FLORIDA POWER & LIGHT COM	DEC 71238-58347	
	01/16/17	AP0073	VH2364	633.18		FLORIDA POWER & LIGHT COM	89829-28502	
	01/31/17	AP0003	VH2384	24.20		FLORIDA POWER & LIGHT COM	47402-29341	
7625	Electricity - Streetlights			.00	205.11	.00	205.11	205.11
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/16/17	AP0001	VH2359	205.11		FLORIDA POWER & LIGHT COM	JAN 023498-13051	
7660	Trash Service			.00	52.46	.00	52.46	52.46
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/03/17	AP0026	VH2348	52.46		WASTE MANAGEMENT	JAN 047-0280570-0487-2	
7690	Water/Sewer			.00	123.70	.00	123.70	123.70
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/12/17	AP0014	VH2355	123.70		SARASOTA COUNTY PUBLIC UT	JAN 357183-558274	

## GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
Ending account #: "Last"

Starting date: 01/01/17  
Ending date: 01/31/17

Acct-#	Description			Begin-balance	Total-DR	Total-CR	Net-change	End-balance
8020	Bank Charges			.00	916.98	.00	916.98	916.98
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/13/17	AP0020	VH2357	916.98		MELROSE MANAGEMENT PARTNE	REIMBURSABLE FEES	
8400	Insurance D & O and Liability			.00	397.19	.00	397.19	397.19
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/01/17	RJ0002	AUG2017	81.77		COMMUNITY INSUR		
	01/01/17	RJ0002	AUG2017	315.42		COMMUNITY INSUR		
8480	Legal Expense			.00	675.00	.00	675.00	675.00
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/31/17	AP8432	VH2386	675.00		DAVID W WILCOX	FOSTER VS BMT	
8560	Management Fees			.00	1,242.48	.00	1,242.48	1,242.48
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/03/17	AP0005	VH2351	1,242.48		MELROSE MANAGEMENT PARTNE	MANAGEMENT FEES	
8600	Misc. Administrative Expense			.00	505.10	.00	505.10	505.10
	DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE	
	01/13/17	AP0020	VH2357	505.10		MELROSE MANAGEMENT PARTNE	REIMBURSABLE FEES	
Gnd Total:				.00	119,685.09	119,685.09	.00	.00

2010 APR 28 01:55 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

CEAGLETO Receipt#1272058

Return to: (enclose self-addressed stamped envelope)

**Name:**

Angela Tompkins, Paralegal

**Address:**

Ruden McClosky P.A.  
5150 North Tamiami Trail, Suite 502  
Naples, Florida 34103

**This Instrument Prepared by:**

Mark F. Grant, Esq.  
Ruden McClosky P.A.  
5150 North Tamiami Trail, Suite 502  
Naples, Florida 34103



2010051863

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**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
BRADFORD MANOR TOWNHOMES**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BRADFORD MANOR TOWNHOMES ("Amendment") is made this 9<sup>th</sup> day of April, 2010, by BRADFORD MANOR TOWNHOMES ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions for Bradford Manor Townhomes was recorded March 22, 2007, in Instrument # 2007047086, of the Public Records of Sarasota County, Florida (the "Declaration"); and

WHEREAS, the Association is desirous of amending Article III, Section 3, to revise Class B Member termination provisions; and

WHEREAS, the Declaration provides in Article VII, Section 4, that the Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened; and

WHEREAS, the Association does hereby certify that the amendment set forth below was approved by at least two-thirds of the total votes able to be cast, evidenced by a written statement or ballot, manifesting the intention that such amendment be adopted, at a duly held meeting of the Association;

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Article III, Section 3, Voting, Class B, is hereby amended to read as follows:

Class B. The Class B Member shall be Declarant and as long as there is a Class B voting membership the Declarant shall be entitled to nine (9) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership and any Class B Lots then subject to the terms of this Declaration shall become Class A Lots upon the happening of any of the following events, whichever occurs earlier:

(a) ~~When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, including Class B votes for any Property annexed or planned for annexation by Declarant,~~

(b) ~~On December 31, 2009, or~~

(c)

(a) Three (3) months after the conveyance of ninety percent (90%) of the Lots by Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

(b) When the Declarant waives in writing its right to Class B membership.

(Words **bolded and double underlined** are added; words ~~struck through~~ are deleted)



IN WITNESS WHEREOF, the Association has executed this Amendment as of the day and year first above written.

Witnesses:

Betsy E. Mortimer-Bruce

Signature

Betsy E. Mortimer-Bruce

Printed Name

[Signature]

Signature

Wanda Andrew Pastor

Printed Name

John Asher

Signature

John Asher

Printed Name

Renee d'Arcy

Signature

Renee d'Arcy

Printed Name

STATE OF FLORIDA )  
 ) SS  
COUNTY OF SARASOTA )

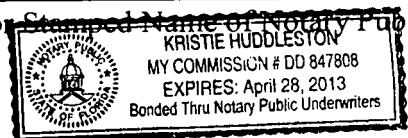
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by JOHN ASHER, as President and THOMAS P. FICHTER, JR., as Secretary, of BRADFORD MANOR TOWNHOMES ASSOCIATION, INC., a Florida not-for-profit corporation, freely and voluntarily under authority duly vested in them by said corporation, who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 19<sup>th</sup> day of April, 2010.

[Signature]  
Notary Public, State of Florida at Large

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public



4

Return to: (enclose self-addressed stamped envelope)

**Name:**

Angela Tompkins, Paralegal

**Address:**

*Handwritten initials*

Ruden McClosky P.A.  
5150 North Tamiami Trail, Suite 502  
Naples, Florida 34103

**This Instrument Prepared by:**

Mark F. Grant, Esq.  
Ruden McClosky P.A.  
5150 North Tamiami Trail, Suite 502  
Naples, Florida 34103

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2011080831 4 PGS  
2011 JUL 13 10:43 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
SDMILLER Receipt#1404923



2011080831

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**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR  
BRADFORD MANOR TOWNHOMES**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BRADFORD MANOR TOWNHOMES ("Amendment") is made this 5<sup>th</sup> day of July, 2011, by BRADFORD MANOR TOWNHOMES ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions for Bradford Manor Townhomes was recorded March 22, 2007, in Instrument # 2007047086, of the Public Records of Sarasota County, Florida, as the same has been amended (the "Declaration"); and

WHEREAS, the Association is desirous of amending Article VI, Section 14.b), to revise the Article VI, Section 6, to allow, with Architectural Control Committee approval, certain storm doors or screen doors; and

WHEREAS, the Association is desirous of amending Article VI, Section 14.b), to revise the leasing restrictions; and

WHEREAS, the Declaration provides in Article VII, Section 4, that the Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened; and

WHEREAS, the Association does hereby certify that the amendment set forth below was approved by at least two-thirds of the total votes able to be cast, evidenced by a written statement

or ballot, manifesting the intention that such amendment be adopted, at a duly held meeting of the Association;

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Article VI, Section 6, Appurtenances, is hereby amended to read as follows:

Section 6. Appurtenances. No porch, deck, patio, fence, screened enclosure, carport or other attached or detached structure (whether free-standing, structural or non-structural and whether in the front, side or rear of a Dwelling), shall be constructed without the approval of the Architectural Control Committee or the Association in regards to fences. No permanent outdoor clothes lines may be installed or maintained on any Lot except that portable rotary type or reel type clothes lines may be permitted in the rear yard only and said clothes lines must be stored when not in use. On corner Lots, such clothes lines shall not be placed within twenty (20) feet of a side street line. No storm doors or screen doors are permitted on the front door of a Dwelling unless previously approved in writing by the Architectural Control Committee. No basketball hoops, whether temporary or permanent, including portable hoops, shall be installed on any Lot. No above-ground swimming pools, free-standing storage sheds or outbuildings, screening of front porches or garages, flags, antennas or solar collectors are permitted on any Lot, except as may be permitted by law. Exterior holiday decorations may be in place only between November 25 and January 10 of the following year. No lawn ornamentation is permitted, except in enclosed areas.

Notwithstanding the above provision, each Lot shall be permitted to install and maintain one (1) satellite dish antenna of not more than one meter in diameter, at a location and in a manner as may be approved by the Architectural Control Committee. The structure shall not be visible from the street.

2. Article VI, Section 14, Lease and Ownership Restrictions, subparagraph b), is hereby amended to read as follows:

b) No Lot or dwelling may be leased for a term of less than three (3) months nor more than three (3) times in any twelve (12) month period ~~twelve months~~. A copy of all leases shall be provided to the Association prior to occupancy by any tenant. All prospective tenants must be pre-approved by the Association subject to the provisions contained in the preceding paragraph, or elsewhere in the Declaration. ~~The Association may from time to time, limit the number of allowed rental units.~~ In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, such delinquent Owner's Lot and/or dwelling shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Lot and/or dwelling is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Lot and/or dwelling is leased, the Association shall

have the right and authority to collect directly from the tenant the rent to be paid by the tenant to the Owner. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Lot and/or dwelling according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Owner of the leased Lot and/or dwelling, terminate the lease for violations of this Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Lot and/or dwelling.

In addition to any notice to a tenant of a Lot and/or dwelling permitted to be given by law, an Owner by acceptance of a deed to a Lot and/or dwelling, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Lot and/or dwelling of any delinquency by the Owner of the Lot and/or dwelling in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 et. seq.

(Words **bolded and double underlined** are added; words ~~struck through~~ are deleted)

IN WITNESS WHEREOF, the Association has executed this Amendment as of the day and year first above written.

Witnesses:

[Signature]  
Signature  
Jason Frost  
Printed Name

[Signature]  
Signature  
JEAN JOHNSTON  
Printed Name

[Signature]  
Signature  
Laura Euker  
Printed Name

[Signature]  
Signature  
Lisa Stoutamire  
Printed Name

BRADFORD MANOR TOWNHOMES  
ASSOCIATION, INC.,  
a Florida not-for-profit corporation

By: [Signature]  
Printed Name: Roy J. McCraw, III  
Title: President

ATTEST:

By: [Signature]  
Printed Name: Michelle M. Campbell  
Title: Secretary

STATE OF FLORIDA                    )  
  ) SS  
COUNTY OF SARASOTA            )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by ROY J. McCRAW, III, as President and MICHELLE M. CAMPBELL, as Secretary, of BRADFORD MANOR TOWNHOMES ASSOCIATION, INC., a Florida not-for-profit corporation, freely and voluntarily under authority duly vested in them by said corporation, who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of July, 2011.

[Signature]  
Notary Public, State of Florida at Large

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public

