

**PARADISE PARK, CONDOMINIUM**

**AMENDED DECLARATION OF CONDOMINIUM**

**MARCH 2020**

## **1. INTRODUCTION**

### **PARADISE PARK, A CONDOMINIUM**

Paradise Park is primarily an Airstream recreational vehicle condominium, Class A motor homes manufactured by other companies are allowed. The condominium is located in Eastern Charlotte County, Florida on Bermont Road twenty-four miles east of Punta Gorda. It consists of 314 units which are essentially lots or parcels of land approximately 42 X 63 feet in size and equipped with a 10 x 20-foot concrete patio plus all standard hookups for utilities such as sewer, water, and electricity

Recreational facilities include a swimming pool, a Recreation Hall, a golf course, shuffleboard courts and bocce ball courts.

The condominium was being developed in phases by the developer and his successors. The condominium construction was abandoned by the developer and his successors. At the present time, the Condominium Association desires to amend the declaration by this document to accurately reflect the ownership interest of the owners, the obligations of the owners and the duties and responsibilities of the Association as well as the ownership of the condominium property.

The common recreational areas (which presently exist or are added in the future) are owned by the owners and administered by Paradise Park Condominium Association, a non-profit Florida Corporation and each unit owner will be a member of said Association.

The exhibits hereto will be as originally recorded except to indicate ownership and inclusion of certain real property in the condominium which was indicated as excluded by virtue of the phase construction of said condominium. In addition, certain common elements have been acquired by the Owners Association which was previously reserved to the developer.

There shall be one condominium and one Condominium Association.

**AMENDED DECLARATION OF CONDOMINIUM  
OF  
PARADISE PARK, A CONDOMINIUM**

PARADISE PARK CONDOMINIUM ASSOCIATION, INC., herein called Association, on behalf of itself, its successors, grantees and assigns to its grantees and assigns and their heirs, successors and assigns, hereby makes this Amended Declaration of Condominium:

1. **SUBMISSION TO CONDOMINIUM.** The lands located in Charlotte County, Florida, previously owned by Developer and described in Paragraph Number Two following, are submitted to the Condominium form of ownership by this Amended Declaration.
2. **THE LAND –** See Attached Exhibit “D”. Hereinafter called “the land”, and upon which the Developer did construct single family residential units and associated improvements designated Paradise Park, A Condominium
3. **NAME – ASSOCIATION.** The name of the condominium Association shall be Paradise Park Condominium Association. This Association is incorporated as non-profit Florida Corporation.
4. **DEFINITIONS.** The terms used herein shall have the meanings stated in The Condominium Act (Florida Statutes, Chapter 718) and as follows unless the context otherwise requires:
  - A. **UNIT.** A part of the condominium property which is subject to exclusive ownership. The 314 units of his Condominium are shown in the Declaration of Condominium element of the Condominium.
  - B. **UNIT OWNER.** The owner of a Condominium parcel.
  - C. **UNIT NUMBER.** The letter, number, or combination hereof which is designated upon the surveyor plans, and which is used as the identification of a unit.
  - D. **ASSESSMENT.** A share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.
  - E. **ASSOCIATION –** the Corporation responsible for the operation of the Condominium. The Board of Directors are representatives of the non-profit corporation and the 314-unit owners are the members of the corporation. There are places where the Association makes reference to the membership or even sometimes a portion of the

membership present at a meeting. The corporation acts on some votes by the Board of Directors and other votes by the members.

- F. **BOARD OF ADMINISTRATION** – The Board of Directors responsible for administration of the Association.
- G. **COMMON ELEMENTS** – The portions of the condominium property not included in the units as defined in Florida Statute 718.108, including:
  - (1) Such portions of the land as are not included within the units.
  - (2) All parts of the improvements which are not included within the units.
  - (3) Easements
  - (4) Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, gas, water, and sewer.
  - (5) Personal property – tangible property may be purchased, sold, leased, replaced and otherwise dealt with by the Association, through its Board of Directors, on behalf of the members of the Association, without the necessity of any joinder by the members
- H. **LIMITED COMMON ELEMENTS** – Those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.
- I. **COMMON EXPENSES** – All Expenses and assessments properly incurred by the Association for the condominium
- J. **COMMON SURPLUS** – The excess of all receipts of the Association including but not limited to assessments, rents, profits, and revenues on account of the common elements over the amount of the common expenses
- K. **PERSON** – An individual, corporation, trustee, or other entity capable of holding title to real property.
- L. **SINGULAR, PLURAL, GENDER** – Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and use of any gender shall be deemed to include all genders.

- M. CONDOMINIUM DOCUMENTS** – The declaration and its lettered exhibits, which set forth the nature of the property rights in the condominium and the covenants running with the land which govern these rights. All the condominium documents shall be subject to the provisions of the declaration.
- N. CONDOMINIUM PARCEL** – A unit together with the undivided share in the common elements which is appurtenant to the unit.
- O. CONDOMINIUM PROPERTY** – The lands and personal property subject to condominium ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.
- P. OPERATION** – The administration and management of the condominium property.

**5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:**

- A. REAL PROPERTY** – Each unit, is a parcel of land in the shape of a parallelogram described by number and letters on the surveyor plans (Exhibit “B”) attached to this Declaration, together with space within it, and together with all appurtenances thereto, for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this declaration and applicable laws.
- B. BOUNDARIES** – Since the unit has been defined herein as land, the only boundary each unit shall have is its perimeter boundary as shown on Exhibit “B” plot plan.
- C. EXCLUSIVE USE** – Each unit owner shall have the exclusive use of the unit.
- D. APPURTENANCES** – The ownership of each unit shall include , and there shall pass as appurtenances thereto whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include but not be limited to:
  - (1) COMMON ELEMENTS** – an undivided share of the common elements as defined in Chapter 718.108, Florida Statutes.
  - (2) ASSOCIATION MEMBERSHIP** and an undivided share in the common surplus and property, real and personal, held by the Association.
- E. EASEMENTS** – The following non-exclusive easements from the Developer to each unit owner, to the Association and its employees, agents and hired contractors, to utility

companies, unit owners' families in residence, guests, invitees and to governmental and emergency services are hereby granted and created:

- (1) **INGRESS AND EGRESS** – Easements over the common areas for ingress and egress, to units and public ways.
- (2) **MAINTENANCE, REPAIR AND REPLACEMENT** – Easements through the units and common elements for maintenance, repair, and replacements. Such access is to be only during reasonable hours except that access may be had at any time in case of emergency.
- (3) **UTILITIES** – Easements through the common areas and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other units and the common elements.
- (4) **EMERGENCY**, regulatory, law enforcement and other public services in the lawful performance of the duties upon the condominium property.

**F. MAINTENANCE** – The responsibility for the maintenance of a unit shall be as follows:

- (1) **BY THE ASSOCIATION** – The Association shall maintain, repair, and replace at the Association's expense:
  - (i) Wiring, piping, ductwork and other mechanical or electrical or other installations or equipment serving the common areas or other units.
  - (ii) Provide that if the maintenance and repair and replacement of any of the above shall be made necessary because of the negligence, act or omission of a unit owner, his family, lessees, invitees and guests, in that event the work shall be done the Association at the expense of the unit owner, and the cost shall be secured as an assessment.
  - (iii) All incidental damage caused to a unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the association.
- (2.) **BY THE UNIT OWNER** – The responsibility if the unit owner shall be as follows:
  - (i) To maintain, repair, and replace at his expense, all portions of the unit except the portions to be maintained, repaired, and replaced by the Association.

**G. ALTERATIONS AND IMPROVEMENT – No owner shall make any alterations in the portions of the improvement which are to be maintained by the Association or remove any portion there of or make any additions thereto, or do any work which would jeopardize the safety or soundness of the buildings, or impair any easements.**

**H. COMMON ELEMENTS –**

**(1) The common elements shall be owned by the unit owners.**

**(2) No action for partition of the common elements shall lie.**

**(3) The maintenance and operation of the common elements shall be the responsibility of the Association which shall not, however, prohibit management contracts.**

**(i) The Board of Administration shall have the right to form a committee of no less than (3) three owners to choose color and decorative schemes of the common elements of Paradise Park Condominium.**

**(4) Each unit owner and the Association shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. Hindering or encroachment shall mean, but not be limited to, disrupting meetings or other activities, attempting to use specific areas of the common elements when they have been previously scheduled for other activities or meetings, or entering specific areas of the common elements which have been temporarily closed or where entry has been restricted by the Association.**

**(5) Enlargement or material alteration of or substantial additions to the common elements may be effectuated only by amendment to the declaration as provided for in Paragraph 14 herein.**

**6. FISCAL MANAGEMENT – The fiscal management of the condominium including budget, fiscal year, assessments, lien for and collection of assessments, and accounts shall be as set forth in the by-laws (See attached Exhibit “A”).**

**7. ASSOCIATION – The administration of the condominium by the Board of Directors and its powers and duties shall be set forth in the by-laws as amended from time to time.**

**8. INSURANCE – The insurance which shall be carried upon the property shall be governed by the following provisions:**

**A. UNIT OWNERS – Each unit owner may obtain insurance at his own expense, affording coverage upon his personal property and for his personal liability, for owner or mortgagee title insurance and as may be required by law.**

**B. COVERAGE:**

**(1) CASUALTY - The common buildings and all other insurable common improvements upon the common land and all personal property owned by the Association (but excluding personal property, additions, and/or alterations installed by the owners) shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of and foundations) as determined by the insurance company affording such coverage. Such coverage shall afford protections against:**

**(i) LOSS OR DAMAGE BY FIRE, WINDSTROM and other hazards covered by the standard extended coverage endorsements:**

**(ii) SUCH OTHER RISKS as from time to time customarily shall be covered with respect to buildings, including but not limited to flood insurance, vandalism, and malicious mischief, if available.**

**(2) PUBLIC LIABILITY AND PROPERTY DAMAGE in such amounts and in such forms as shall be required by the Association, including but not limited to legal liability, hired automobile, non-owned automobile, and off-premises employee coverages.**

**(3) WORKMAN’S COMPENSATION AND UNEMPLOYMENT COMPENSATION to meet the requirement of law.**

**C. PREMIUMS - Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.**

**D. ALL INSURANCE POLICIES PURCHASED by the Association shall be for the benefit of the Association and the unit owns and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank in Florida with trust powers as may be approved by the Association. Such bank is herein**



referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold and disburse them as provided in Paragraph 9, next following.

9. **RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE:** If any part of the common elements shall be damaged or destroyed by casualty, the same shall be repaired or replaced unless 75% of the owners present in a meeting or by proxy, at a meeting where a quorum is present called and held within 60 days of casualty or 30 days after the insurance claim is adjusted (whichever comes first), vote against such repair or replacement, in which event the proceeds shall be distributed to the unit owners and their mortgagees, as their interests may appear.
  - A. **ANY SUCH RECONSTRUCTION OR REPAIR** shall be substantially in accordance with the original plans and specifications unless changes are approved by the majority of unit owners present and voting at a meeting duly called for that purpose.
  - B. **CERTIFICATE** – The Insurance Trustee may rely upon a Certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.
  - C. **ESTIMATE OF COSTS** – Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain and detailed estimates of the cost to place the damaged property insofar as reasonably possible in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.
  - D. **ASSESSMENTS** – If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premium, if any) assessments shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, such funds are insufficient, special assessment shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.
  - E. **CONSTRUCTION FUNDS** – The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by association from assessments against unit owners, shall be disbursed in payment of such costs in the following:

(1) **ASSOCIATION** – Said Trustee shall make such payments upon the written request of the Association, accompanied by a certificate signed by an officer of the Association, and by the architect or General Contractor in charge of work, who shall be selected by the Association, setting forth that the sum then requested either has been paid by the Association or is justly due to contractors, subcontractors, material men, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and several amounts so paid, or now due and that the cost as estimated by the person signing such certificate does not exceed the remainder of the construction funds after the payment of the sums so disbursed.

(2) – It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from Insurance proceeds; and, if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the beneficial owners of the funds, who are the unit owner and their mortgages.

F. **INSURANCE ADJUSTMENTS** – Each unit owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the responsibility of reconstruction and repair lies with the unit owner, subject to the rights of mortgagees of such unit owners.

**10. USE RESTRICTIONS** – The use of the property of the condominium shall be in accordance with the Rules and Regulations attached as Exhibit “C” and the following provisions:

A. **LAWFUL USE** – All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modifications or repair of the condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed earlier in the Declaration.

B. **INTERPRETATION** – In interpreting deeds, mortgages, and plans, the existing physical boundaries of the unit shall be conclusively presumed to be its boundaries regardless of minor variances between boundaries shown on the plans or in the deed and those of the units.

C. **RULES AND REGULATIONS** – Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by majority vote of the unit owners present in person or by proxy. Copies of such rules and regulations

and amendments shall be furnished by the Association to all unit owners. No rule or regulation may discriminate against any group or class of users. No new or amended rule or regulation may be enforced prior to approval by the owners. Rules and regulations made or amended in accordance with the paragraph shall not be construed to require approval as defined in paragraph 13 next following.

D. Fair Housing Amendment. In order to provide for congenial occupation of the condominium and to provide for the protection of the units the use of the property shall be restricted to and be in accordance with the following provision. At least one (1) person 55 years of age or older must be a permanent occupant of each unit while any other person occupies said unit. Persons under the age of 55 and over the age of 21 may occupy and reside in the unit as well, if one of the occupants is 55 years age or older. Persons under the age of 21 years shall not be permitted to occupy a unit except in a temporary basis not to exceed twenty-one (21) days in any seasonal year. A "seasonal year" shall be defined as the twelve (12) month period beginning September 1<sup>st</sup> of a given year through August 31<sup>st</sup> of the following year. Notwithstanding the foregoing restrictions, the Board of Directors of the Association shall in its sole discretion, have the right to establish hardship exemptions to permit persons of the age of 21 or older and less than 55 years of age to permanently reside at the condominium in the absence of a person or persons of 55 years of age or older provided, however, that any such exceptions shall not be permitted in situations where the granting of a hardship exemption will result in having less than eighty percent (80%) of the units in the condominium having less than one (1) resident 55 years of age or older. The Board of Directors of the Association shall establish and adhere to policies and procedures which will assure the foregoing required percentages of units are occupied by at least on (1) person 55 years of age or older and that all other requirements for the Association maintain the "Housing for Older Persons" exception in the Federal Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995 and comparable law in the State of Florida are met and satisfied. The Association shall comply with rules issued from time to time by the Secretary of Housing and Urban Development and the Florida Commission on Human Relations providing for verification of occupancy. The Board shall deny occupancy of a unit by any person or persons whose occupancy would create a violation of the above stated requirements and percentages of occupancy. The intent of the foregoing provisions is to comply with the Federal Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995 and comparable laws in the State of Florida in the adoption of age restrictions for the occupancy of units at the condominium.

11. CONVEYANCE, DISPOSITION, FINANCING – In order to assure a community of congenial residents and thus protect the value of the units, the conveyance, disposal, and financing of the units by any owner shall be subject to the following provisions:

- A. NO OWNER may sell, lease, give or dispose of a unit or an interest therein in any manner without the written approval of the Association except to another unit owner, except as to short term leasing provided for in the Rules and Regulations (see Exhibit C, paragraph 8). Only entire units may be leased and there shall be no sub-leasing of units.**
- B. NO OWNER MAY MORTGAGE or finance his unit in any manner without the written approval of the Association except to an institutional lender, provided that this shall not require approval for a unit owner who sells his unit from taking back purchase money mortgage.**
- C. THE APPROVAL OF THE ASSOCIATION shall be obtained as follows:**
- (1) WRITTEN NOTICE SHALL BE GIVEN the Association by the owner of his intention to lease, convey, dispose, finance or assign such interest, which notice shall include the name and address of the proposed acquire and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary, but may impose no charge in excess of actual expenditures reasonably necessary, but may impose no charge in excess of actual expenditures reasonably required with a maximum charge of \$50.00. No charge shall be made in connection with an extension or renewal of a lease.**
  - (2) IF A SALE, the Association must, within 15 days after receipt of the information required above, either approve the transaction or furnish an alternate purchaser it approves or itself elect to purchase at a current appraised value and the owner must sell to such alternate or to the Association upon the same terms set forth in the proposal given the Association, or the owner may withdraw his proposed sale. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or it fails to provide an alternate purchaser or purchase the unit itself, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand provide a certificate of approval.**
  - (3) AT THE OPTION OF THE OWNER, if a dispute arises, it shall be resolved by arbitration in accord with the then existing rules of the American Arbitration Association and a judgment of specific performance upon the arbitrators' award may be entered in any court with jurisdiction. The arbitration expense shall be shared equally by the owner and the Association.**

**(4) THE SALE SHALL BE CLOSED WITHIN 30 DAYS** after an alternate purchase has been furnished or the Association has elected to purchase or within 30 days of the arbitration award whichever is later.

**D. IF THE PROPOSED TRANSACTION IS A LEASE, GIFT, mortgage to a lender other than those types listed in Paragraph B above, assignment of interest or other disposition than a sale, notice of disapproval of the Association shall be promptly sent in writing to the owner or interest holder and the transaction shall not be made.**

**E. LEINS –**

**(1) PROTECTION OF PROPERTY – All liens against a unit owner other than for permitted mortgages, taxes, or special assessments, will be satisfied or otherwise removed within 30 days from the date the lien attaches. All taxes and special assessments upon a unit shall be paid before becoming delinquent.**

**(2) NOTICE OF LIEN – An owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes, and special assessments within seven (7) business days after the attaching of the lien.**

**(3) NOTICE OF SUIT – An owner shall give notice to the Association of every suit or other proceedings which may affect the title to his unit, such notice to be given within (7) business days after the owner receives knowledge thereof.**

**(4) FAILURE TO COMPLY – with this section concerning liens will not affect the validity of any judicial sale.**

**F. JUDICIAL SALES – No Judicial sale of a unit nor any interest therein shall be valid unless the sale is a public sale with open bidding.**

**G. UNAUTHORIZED TRANSACTION – Any transaction which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association**

**12. COMPLIANCE AND DEFAULT – Each owner and the Association shall be governed by and shall comply with the terms of the condominium documents as they may be amended from time to time.**

- A. Failure to comply shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the Association or by an aggrieved owner.
- B. In any such proceeding the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable fees as may be awarded by the court.
- C. In the event that a grievance is that of an owner or owners against the Board of Directors or a member thereof, prior to the institution of litigation, written notice in detail of the grievance shall be given the Directors and they shall be allowed a period of 20 days in which to cure or correct.
- D. **NO WAIVER OF RIGHTS** – The failure of the Association or any owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter as to later infractions.

**13. AMENDMENTS** – Amendments to any of the condominium documents shall be in accordance with the following:

- A. An amendment may be proposed either by the Board of Directors or by any owner and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed with the formalities of a deed signed by the President or Vice President and Secretary of the Association that has been enacted by the affirmative vote of the required percentage of unit owners (which vote may be evidence by written approval of owners not present and the separate written joinder of mortgagees where required: shall include the recording data identifying the Declaration and which shall become effective when recorded according to law.
- B. **CORRECTORY AMENDMENT** – Whenever it shall appear that there is a defect, error or omission in any of the condominium documents amendment of which will not materially adversely affect the property rights of unit owners, a majority vote of all unit owners shall be required percentage, or he procedure set forth in Florida Statutes Chapter 718.
- C. **REGULAR AMENDMENTS** – An amendment which does not change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus or materially adversely affects the property rights of all owners may be enacted by a majority vote of all unit owners except an amendment to acquire real property which is governed by Paragraph 14 below.

- D. EXTRAORDINARY AMENDMENTS** – An amendment which will change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus or materially adversely affects the property rights of the owner may be enacted by the affirmative vote of all of the record owners of the affected units and all record of liens on each unit affected. Any vote changing the percentage of ownership of the common elements or sharing the common expenses shall be conducted by secret ballot.
- 14. OWNERSHIP OF REAL PROPERTY** – The Association is authorized to acquire real property and the acquisition of property by the Association shall not be deemed to be a material acquired by the Association, unless it is a unit of the condominium and shall be administered by the Association as is all other real property which are common elements of the condominium. The acquisition of real property of the conveyance of real property to the Association shall constitute an amendment to the Declaration and such amendment shall be approved by two-thirds percentage (2/3%) of the unit owners in the condominium. The Association may also dispose of common property by the same procedures stated above to acquire common property.
- 15. TERMINATION** – The condominium shall be terminated if at all in the following manner.
- A.** By the agreement of 80% of the owners which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such Agreement has been recorded according to law.
- B. SHARES OF UNIT OWNERS AFTER TERMINATION** – After termination of the condominium, the owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the unit or units formerly owned by such owners shall have mortgages and liens upon the respective undivided shares of the owners. All funds held by the Association except for the reasonably necessary expenses of winding up shall be disbursed to the unit owners. The costs incurred by the Association in connection with a termination shall be a common expense/
- C. FOLLOWING TERMINATION** – The property may be partitioned and sold upon the application of any owner. Provided, however, that if the Board of Directors following a termination, by unanimous vote, determines to accept an offer for the sale of the property as a whole, each owner shall be bound to execute such deeds and other documents reasonably required to affect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

**D. THE MEMBERS OF THE LAST BOARD OF DIRECTORS shall continue to have such powers as in this Declaration are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.**

**16. RIGHTS OF MORTGAGEES – Where the mortgagee of a first mortgage of record obtains title to a unit by foreclosure, such mortgagee and its successors and assigns shall not be liable for such unit's assessments or share of the common expenses which become due prior to acquisition of title unless such share is secured by a claim of lien for assessments recorded prior to the recordation of the subject mortgagee. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. See F., S. 718.116(1)(a).**

**Also, such mortgagee may occupy, lease, sell or otherwise dispose of such unit without the approval of the Association.**

**17. ENFORCEMENT OF ASSESSMENT LIENS – Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of mortgage on real property.**

**During his occupancy, the foreclosed owner shall be required to pay a reasonable rental and the Association shall be entitled to the appointment of a receiver to collect the same, and the Association shall have all the powers provided in F.S. 718.116, including specifically interest at then percent (10%) per annum on unpaid assessments and reasonable attorney's fees incident to the collection of such assessment or enforcement of such lien, with or without suit.**

**A unit owner, regardless of how his title has been acquired, including a purchaser at a judicial sale is liable for all assessments which come due while he is the unit owner. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.**

**However, a first mortgage who acquires title to the unit by foreclosure or by deed in lieu of foreclosure is not liable for the share of common expenses or assessments attributable to the condominium parcel or chargeable to the former unit owner if the mortgagee has recorded in the Official Records a deed in lieu of foreclosure or filed a foreclosure proceeding in a court of appropriate jurisdiction within 6 months after the last payment of principal or interest received by the mortgagee. The 6-month period shall be extended for any period of time during which the mortgagee is precluded from initiating such procedure due to bankruptcy laws of the United States, and in no event shall the mortgagee be liable for more than 6 months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee.**

**Any delinquent assessment shall carry a 5% late fee for each month the fee is not paid.**



**Special Assessments – Assessments for capital improvements or other special purposes shall be approved by a majority of the Unit Owners at a regular or special meeting when a notice of consideration of such assessments has been mailed (or Hand delivered) to all Unit Owners not less than fourteen (14) days prior to such meeting. Funds collected pursuant to any special assessments shall only be used for the specific purpose, or purposes set forth in the Notice sent (or given) to each Unit Owner. Upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board of Directors, either be returned to the Unit Owners or applied as a credit towards future assessments in accordance with Florida Statutes Chapter 718.**

**18. Members – The qualification of members, the manner of their admission and voting by members shall be as follows:**

- A. ALL OWNERS OF UNITS in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.**
- B. MEMBERSHIP IN THE ASSOCIATION shall established by the recording in the Public Records of Charlotte County, Florida, a deed, or other instrument establishing a change of record title to a unit in the condominium and delivery to the Association. The membership of the prior owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this declaration and the Association need to recognize membership or ownership in a person until its requirements have been complied with. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.**

**19. INDEMNIFICATION – Every Director of the Association or any member authorized to act in behalf of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been a Director of the Association , or any settlement thereof, whether or not he is a Director at the time such expenses are incurred except in cases wherein the Director is adjudged guilty of nonfeasance, misfeasance or malfeasance in the performance of his duties, or shall have breached his fiduciary duty to the members of the Association. Provided however, that the Association shall not be liable for payment of a voluntary settlement unless it is first approved by the Board of Directors.**

**20. COMMON EXPENSES AND COMMON SURPLUS – The percentage of sharing common expenses and the percentage of ownership of common surplus shall be equal to each unit owner.**

**21. SEVERABILITY – If any provision of this Declaration or the exhibit thereto, as now constituted or as later amended, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such**

provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

22. **VOTING** – Each unit owner shall have one (1) full vote in all matters.
23. **RECREATION AREAS** – exhibit “B” to the Declaration depicts those areas provided for common use of all members of Paradise Park. These areas will contain the water and sewage treatment plant, recreation hall, swimming pool, golf course, shuffleboard courts, bocce ball courts, the central boulevard, visitors parking area, office and storage and shop building. The use rights herein granted are granted contingent upon each unit owner having his pro-rata share of the expenses of upkeep, taxes, repair and operation as a part of his assessment and by accepting a deed to his unit (subject to this Declaration) he agrees to do so. This paragraph is the Declaration of servitude of such common areas.
24. **RECIPROCAL EASEMENT** – Are hereby granted to each unit owner for ingress, egress, and non-exclusive use of the common areas in this condominium. A common scheme of drainage, utilities and roads serves the condominium and the common property. Easements are assigned for these purposes over, across and under the lands of this condominium for such purposes.
25. **FISCAL MANAGEMENT** – Failure to pay an assessment which is due will result in the placing of a lien upon the Condominium unit and all the appurtenances thereto, which may be enforced by foreclosure against the defaulting unit owner.

Any lien filed for enforcement of the assessments shall be governed by the provisions of Florida Statutes, Chapters 718, 45 and any other law pertaining to foreclosure as they are from time to time amended.

26. No part of the condominium property may be used for commercial purposes by unit owners except the Association may run a commercial establishment for the benefit of the unit owners on formerly Commercial Parcel “A” (See Exhibit D-1) or Commercial Parcel “B” (See Exhibit D-2) as long as the commercial enterprise is within the control of the Association or its employees.
27. No unit or units in the condominium may be converted to time-sharing or interval ownership usage or any other vacation type plan.

THIS AMENDMENT OF THE DECLARATION OF CONDOMINIUM OF PARADISE PARK A CONDOMINIUM was executed by the President and Secretary after the necessary approval of the members of the Condominium Association was had at a meeting held on the 5th day of January 5, 2009. The Amended Declaration became effective on February 10<sup>th</sup>, 2009 when recorded in the Public Records of Charlotte County, Florida: Bk/Pg 33357 Page 1864-1867 Page: 1 or 4 INSTR #1825809 Doc Type: CND Recorded Date 2/11/2009 at 12:26 PM.

(Corporate Seal)

PARADISE PARK CONDOMINIUM ASSOCIATION, INC

BY: \_\_\_\_\_

Glen Jarrell, President

ATTEST:

\_\_\_\_\_

Lily King, Secretary

STATE OF FLORIDA  
County of Charlotte

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by \_\_\_\_\_, as President, and \_\_\_\_\_, as Secretary, of Paradise Park Condominium Association, Inc. who are personally known to me or who have produced \_\_\_\_\_ as identification and who

did (did not) take an oath and who executed the forgoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**EXHIBIT 'A'**  
**BYLAWS**  
**OF**  
**PARADISE PARK CONDOMINIUM ASSOCIATION, INC.**

1. **IDENTITY.** These are the Bylaws of PARADISE PARK CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation formed for the purpose of administering PARADISE PARK CONDOMINIUM, which is located on Bermont Road, Charlotte County, Florida, upon the lands described in the Declaration of Condominium. (The Corporation shall hereafter be referred to as the Association.)

- A. **OFFICE.** The office of the Association shall be at the Condominium.
- B. **FISCAL YEAR.** The Fiscal Year of the Association shall be April 1<sup>st</sup> through March 31<sup>st</sup>.
- C. **SEAL.** The seal of the Corporation shall bear the name of the Association, the word "Florida" and the year of the establishment.

2. **MEMBER'S MEETINGS**

- A. **ANNUAL MEMBERS MEETINGS** shall be held at the Condominium or at such convenient location as may be determined by the Board of Directors, at such hour and upon such date each year as may be determined by the Board, for the purpose of electing Directors and of transacting any business authorized to be transacted by the members.
- B. **SPECIAL MEMBERS** meetings shall be held whenever called by the President, Vice President, or by a majority of the Board Members and when called by written notice from ten (10) percent of the entire membership.
- C. **NOTICE OF MEMBER'S MEETINGS.** Notice of the annual meeting shall be sent by United States Mail or hand delivered to each unit owner at least fourteen (14) days prior to the annual meeting. A post office certificate of mailing shall be obtained and retained as proof of such mailing. Those that are hand delivered shall be signed for by the unit owner. Written notice of

the meeting shall also be posted in a conspicuous place on the condominium's property at least (14) continuous days preceding the annual meeting.

The Board of administration shall also mail or hand deliver a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than (14) days prior to the meeting at which the budget will be considered.

Notice of special meeting called by the Board at the written request of ten (10) percent of the owners because of a budget exceeding 115% of that of the preceding year requires not less than fourteen (14) days' notice to each owner.

Notice of other special meetings not covered above shall be in writing and mailed to each member first class, postage pre-paid not less than fourteen (14) days prior to the meeting. However, unit owners may waive notice of specific meeting and may take action by written agreement without meetings where it is in the best interest of the condominium to do so.

All notice of meeting shall state clearly and particularly the purpose or purposes of the meeting including budgetary meetings and meetings for assessments.

- D. **QUORUM** at members' meetings is established by a majority of the entire unit owners being present or by proxy. Limited and general proxies may be used to establish a quorum. If a member attends a members' meeting by proxy, each proxy shall specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, and the date the proxy was given. Decisions made by owners of a majority of the units represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except an amendment to the condominium documents or such other decision as may be law or said documents require a larger percentage in which case the percentage required in the documents or law shall govern.
- E. **EACH UNIT** shall have one individual vote and the vote of the owners of a unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all the owners of the unit and filed with the Secretary of the Association. The certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of unit shall not be considered in determining the requirement for a quorum nor for any other purpose. No certificate is required for a unit owned by husband and with and either spouse may cast the vote of that unit.
- F. **PROXIES.** Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein and any lawfully adjourned meeting thereof, but no longer than ninety (90) days from the first meeting, and must be filed with the Secretary before or at the appointed time of the meetings.

Unit owners may not vote by general proxy may vote by limited proxies substantially conforming to limited proxy forms adopted by the Florida Division of Land Sales. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used to votes taken to waive or reduce reserves in accordance with Florida law, for votes taken to waive financial statements requirements, for votes taken to amend the Articles of Incorporation or Bylaws pursuant to Florida law, and for any other matter which the law requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of Board Members. General proxies may be used for other matters for which limited proxies are not required and given. Unit owners may always vote in person at unit owner meetings.

The Board of Administration shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Administration either in general elections or elections to fill vacancies caused by recall, resignation or otherwise.

- G. APPROVAL OR DISAPPROVAL of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if at the Association meeting.
- H. ADJOURNED MEETINGS. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
- I. THE ORDER OF BUSINESS AT ANNUAL MEMBERS' MEETINGS, and, as far as applicable at all other members' meetings, shall be:
  - (1.) Election of Chairman of the meeting unless the President or Vice President of the Association is present when he (or she) shall preside.
  - (2.) Calling of the roll.
  - (3.) Proof of Notice of meeting or waiver of notice.
  - (4.) Reading and disposal of any unapproved minutes.
  - (5.) Report of Directors.
  - (6.) Reports of Committees.
  - (7.) Old Business.
  - (8.) New Business.
  - (9.) Election of Directors.

**(10.) Adjournment.**

**3. BOARD OF DIRECTORS.**

**A. MEMBERSHIP.** The affairs of the Association shall be managed by a Board of five Directors. Each Director shall be a person entitled to cast a vote in the meetings of the Association.

**B. DESIGNATION OF DIRECTORS** shall be in the following manner:

**(1.)** Members of the Board of Directors shall be elected by a plurality vote of those present and voting at the annual meeting of the members of the Association or at a special meeting called for that purpose or any purpose allowed by law.

**(2.)** Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate association mailing or included in another, association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election.

**(3.)** Any unit owner or other eligible person desiring to be a candidate for the board of administration shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election.

**(4.)** Not less than thirty (30) days before the election meeting, the Association shall then mail or deliver a second of the meeting to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of the candidate, the Association shall include an information sheet, no larger than 8 ½ inches x 11 inches, furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

**(5.)** Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement or minimum number of votes necessary for election of members of the board of administration.

**(6.)** No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot may obtain assistance in casting the ballot. Any unit owner violating this provision may be fined by the Association according to law.

- (7.) The regular election shall occur on the date of the annual meeting.
- (8.) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors.
- (9.) Any Director may be removed with or without cause by concurrence of a majority of the members of the Association, either by a majority of the Board of Directors or by ten percent (10%) of the members. If less than a majority of the existing board is recalled, then the existing board may fill these vacancies. If a majority of the board is recalled, then the unit owners would elect replacement board members at a special called meeting.
- C. THE TERM OF EACH DIRECTORS'S SERVICE shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. Provided, however that in order to provide a continuity of experience a system of staggered two-year terms will be initiated.
- D. THE ORGANIZATIONAL MEETING of the newly elected Board of Directors shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present.
- E. REGULAR MEETING OF THE BOARD OF DIRECTORS may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but not less than four (4) meetings annually. Notice of regular meetings shall be given to each Director personally or by mail, telephone, or telegraph, at least two (2) days prior to the day named for such meeting.
- F. SPECIAL MEETINGS OF THE DIRECTORS MAY BE called by the President and must be called by the Secretary at the written request of one third of the Directors. Not less than two (2) business days' notice of the meeting shall be given personally or by mail, telephone, telegraph, or facsimile, which shall state the time, place, and purpose of the meeting, except in an emergency.
- G. WAIVER OF NOTICE. Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
- H. MEETING OF THE BOARD OF DIRECTORS shall be open to all unit owners, renters, and guests. Only unit owners will be allowed to speak at Board of Directors Meetings. Unit owners desiring to speak at Board of Directors Meetings must notify the President or Secretary of the Board of Directors at least one (1) hour prior to such meeting (unless the majority of the Directors consent thereto.) No prior approval to speak at a Workshop meeting is required. The Board of Directors must be notified in writing twenty-four (24) hours in advance by any unit wishing to tape or video record any Board of Directors Meeting. Notice of meetings shall be posted



conspicuously on the Condominium property forty-eight (48) hours in advance for the attention of the unit owners except in an emergency.

- I. **A QUORUM AT DIRECTORS' MEETINGS** shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall not constitute the presence of such Director for the purpose of determining a quorum.
- J. **THE PRESIDING OFFICER** at Directors' meeting shall be the President of the Board if such an officer has been elected; and, if none, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their numbers to preside.
- K. **DIRECTORS SHALL SERVE WITHOUT PAY** but shall be entitled to reimbursement for expenses reasonably incurred.
- L. **INDEMNIFICATION.**
  - (1) The corporation shall indemnify any person who was or is a party to any proceeding in Court (other than a proceeding brought in the right of or by the corporation) by reason of the fact that he is or was a director or officer of the corporation or is serving at the request of the corporation or its directors or officers against the liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith in a manner he reasonably believed to be in, or not opposed to, the best interest of the corporation; and with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement or conviction or upon a plea of no contest or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner in which he reasonably believed to be in or not opposed to, the best interest of the corporation; or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
  - (2) The corporation shall not indemnify any person who is a party to any legal proceeding if the proceeding was brought by the corporation, or in the corporation's right to procure a judgement, unless it is determined that such person who was serving in the office of director or officer of the corporation acted in good faith or in a manner he reasonably believed to be in and not opposed to, the best interest of the corporation.
  - (3) Any determination as to reasonableness or good faith shall first be made by a majority of the Board of Directors of the corporation excluding from voting on such issue any director or

officer who was likewise involved in any such proceeding where a determination of indemnification is being made. If a quorum is not possible because of the involvement of more than one director in such proceedings, then the issue shall be determined by a majority of the members voting at a duly called meeting of the members of the corporation. If it is determined by the corporation not to indemnify any individuals who served as a director or officer, such individual shall not be precluded from instituting an action in a court of competent jurisdiction in State of Florida to determine his rights to indemnification despite the determination by the corporation or its members. Nothing contained herein shall preclude such member from bringing an action and obtaining a determination from such court despite the determination by the corporation or its members. Any decision made by the corporation or its members on the issue of indemnification shall be admissible in evidence in any case brought by a director or officer seeking indemnification but not binding upon the court.

- (4) Indemnification shall mean that a director or officer who has been caused to incur legal expenses, court costs, interest or damages, shall be reimbursed and paid back for said expenses, costs or fees, on the dollar-for-dollar basis if said individual is entitled to indemnification from the corporation. Likewise, in any action where it is determined that the officer or director or former officer or former director, was entitled to be indemnified, then such officer or director or individual shall be entitled to recover attorney's fee and court costs, plus interest, for the proceeding wherein it was determined that such individual was entitled to be indemnified.

4. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS.** All of the powers and duties of the Association existing under the Condominium Acts, Florida Statutes 607 and 617, Declaration of Condominium and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include but shall not be limited to the following:

- A. TO MAKE AND COLLECT ASSESSMENTS AGAINST members to defray the costs of the condominium.
- B. TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.
- C. THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the condominium property.
- D. THE RECONSTRUCTION OF IMPROVEMENTS AFTER CASUALTY and further improvement of the property.

- E. TO APPROVE OR DISAPPROVE PROPOSED TRNSACTIONS in the manner provided by the Condominium Declaration.**
- F. TO ENFORCE by legal means the provisions of applicable laws, the condominium documents, the Bylaws of the Association, and the rules and regulations for the use of the property in the condominium.**
- G. TO CONTRACT FOR MANAGEMENT of the condominium.**
- H. TO PAY TAXES AND ASSESSMENTS which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the unit subject to such liens.**
- I. TO CARRY INSURANCE for the protection of the unit owners and the Association against casualty and liabilities.**
- J. TO PAY THE COST OF ALL POWER, WATER, SEWER, and other utility services rendered to the Condominium and not billed to owners of individual units.**
- K. TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seems appropriate for proper administration of the purposes of the Association.**
- L. TO BRING SUIT, EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES, and other instruments by its officers and to own, convey and encumber real and personal property.**

**5. OFFICERS:**

- A. THE EXECUTIVE OFFICERS of the Association shall be the President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by and from the Board of Directors and who may be peremptorily removed by a majority vote of the Directors at any meetings. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary.**
- B. THE PRESIDENT shall be the chief executive officer of the Association. He shall all the powers and duties which are usually vested in the Office of President of the corporation.**
- C. THE VICE PRESIDENT shall in the absence or disability of the President exercise the powers and performs the duties of the President. He/she shall also generally assist the President and exercise such other powers such other duties as shall be prescribed by the Directors.**

- D. **THE SECRETARY** shall keep the minutes of all proceedings of the Directors and members. He/she shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He/she shall have custody of the seal of the Association and affix the same to instruments required a seal when duly signed. He/she shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.
  - E. **THE TREASURER** shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He/she shall keep the assessment rolls and accounts of the members: he/she shall keep the books of the Association in accordance with good accounting practices; and he/she shall perform all other duties incident to the Office of the Treasurer of a corporation.
  - F. **THE COMPENSATION** of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the Condominium.
6. **MINUTES OF ALL MEETINGS OF UNIT OWNERS** and of the Board of Directors shall be kept in a businesslike manner and these, plus records of all receipts and expenditures and all other records shall be available for inspection by unit owners and Board members at all reasonable times.
7. **FISCAL MANAGEMENT** shall be in accordance with the following provisions:
- A. **BUDGET.** A proposed annual budget of:
    - (1) Common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the condominium including insurance, management fees, if any, and which may accrue a reserve for deferred maintenance and depreciation. It will contain a reasonable allowance for contingencies and provide funds for all unpaid operating expense preciously incurred.
    - (2) A copy of the proposed annual budget shall be mailed, or hand delivered to the unit owners not less than 14 days to a meeting of the owners at which the budget will be considered together with a notice of the meeting. Should a quorum fail to be present or represented at the meeting or fail to adopt the budget presented or a revised budget, then in that event the Directors shall have the authority to adopt a budget.

- B. ASSESSMENTS.** The shares of the common expenses of the unit owners shall be made payable not less frequently than quarterly and shall become due on the first day of each quarter in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.
- C. EMERGENCY ASSESSMENTS.** Assessments for the expenses of emergencies which cannot be paid from the contingency account shall be made only by the Board of Directors and the time of payment shall likewise be determined by them.
- D. ASSESSMENT ROLL.** The assessments for common expenses according to the budget or emergency or special assessments shall be set forth upon a roll of the units which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, the assessments paid and unpaid. A certificate made by a duly authorized representative of the Directors as to the status of a unit's account may be relied upon for all purposes for any person for whom made other than the unit owner.
- E. LIABILITY FOR ASSESSMENTS.** A unit owner shall be liable for all assessments coming due while he is the owner of a unit and such owner and his grantees after a voluntary conveyance, shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by waiver of the use of enjoyment of any common elements, or by abandonment of the unit for which the assessments are made, per Florida Statute 718.116.
- F. LIEN FOR ASSESSMENTS.** The unpaid portion of an assessment which is due, together with interest thereon and reasonable attorney's fees for collection, shall be secured by a lien upon:
- (1) THE UNIT, and all appurtenances thereto** when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116. Such lien shall be subordinate to any prior recorded mortgage on the unit.
  - (2) ALL TANGIBLE PERSONAL PROPERTY** located in the unit except that such lien shall be subordinate to prior liens and security interest of record.
  - (3) COLLECTION:**

**(1) INTEREST: APPLICATION OF PAYMENTS.** Assessments paid on or before ten (10) days after the date due shall not bear interest, all sums not paid on or before ten (10) days shall bear interest at the rate of 10% per annum from the date due until paid. All payment upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

In addition to such interest and administrative late fee will be charged not to exceed the greater of \$25.00 or five percent (5%) of the assessment for each delinquent installment that the payment is late. Any payment received shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

**(iii) SUIT,** The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon at the rate of ten percent (10%) per annum, and all costs incident to the collection and the proceedings, including reasonable attorney's fees. Per Florida Statute 718.116(5)(b) the Association must deliver or mail by certified mail to the unit owner a written notice of its intentions to foreclose the lien thirty (30) days before commencing foreclosure.

**G. ACCOUNTS.** All sums collected from assessments may be mingled in a single fund, but they shall be held in trust for the unit owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. These accounts shall be as follows:

**(1) COMMON EXPENSE ACCOUNT** - to which shall be credited collections of assessments for all common expenses.

**(2) ALTERATION AND IMPROVEMENT ACCOUNT** – to which shall be credited all sums collected for alternations and improvement assessments, if any.

**(3) CONTINGENCY ACCOUNT – which shall be credited all sums collected for contingencies and emergencies.**

**H. THE DEPOSITORY of the Association shall be such bank or banks in Florida as shall be designated from time to time by the Directors and in which the monies for the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.**

**I. IN ACCORDANCE with the Florida Statute 718, a statement of accounts will be made annually and a copy of the report furnished to each member within thirty days (30) after its completion and delivery to the Directors, or at the annual meeting.**

**J. FIDELITY BONDS. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association in the principal sum of not less than \$50,000.00 for each person. The Association shall bear the cost of bonding. However, in the case of a person providing management services to the Association and required to be licensed pursuant to Florida Statute 468.432, the cost of bonding may be reimbursed by the Association; all such persons providing management services to an Association shall provide the Association with a certificate of insurance evidencing compliance with this paragraph.**

**8. PARLIAMENTARY RULES. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Bylaws of the Association or with the Laws of the State of Florida.**

**9. AMENDMENTS. Amendments to the Bylaws be proposed in the following manner.**

**A. NOTICE of the subject matter of a proposed amendment shall be included in the notice of the Annual Meeting which a proposed amendment is considered.**

**B. A RESOLUTION adopting a proposed amendment must receive approval by a majority vote of all unit owners. Amendments made in accordance with this paragraph shall not be construed to require approval as defined in Paragraph 13 in the Declaration. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing.**

**C. INITIATION. An amendment may be proposed by either a majority of the Board of Directors or by ten percent (10%) of the membership of the Association.**

**D. EFFECTIVE DATE. An amendment when adopted shall become effective only after being recorded according to law.**

**E. THESE BYLAWS shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, or the Condominium Acts.**

**F. PROPOSAL TO AMEND EXISTING BYLAWS shall contain the full text of the Bylaws to be amended. New words to be deleted shall be lined throughout with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW, SEE BYLAW # \_\_\_\_\_ FOR PRESENT TEXT"**

**10. WEIGHT OF VOTES cast by member of the Association shall be one vote for each unit.**

**11. IN THE EVENT THE DIRECTORS DEEM IT NECESSARY to do so, they and the owners may act by written agreement without meetings, which written agreement may be executed in counterparts.**

**12. Association may levy reasonable fines against a Unit for the failure of the Owner of the Unit or its occupant licensee or invitee to comply with any provision of the Declaration of condominium, as amended from time to time to time, Association Bylaws, as amended from time to time , or reasonable Rules and Regulations as amended from time to time, of the Association. No fine will become a lien against the Unit. No fine may exceed \$100.00 per violation; however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided that no such fines shall in the aggregate exceed \$1,000.00. No fine by be levied, except after giving reasonable notice of at least 14 days and an opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners who are neither Board members nor persons residing in a Board member's household. If the committee does not agree with the fine, the fine may not be levied. The provisions of this section do not apply to unoccupied Units.**



THIS AMENDMENT OF THE DECLARATION OF CONDOMINIUM OF PARADISE PARK A CONDOMINIUM was executed by the President and Secretary after the necessary approval of the members of the Condominium Association was had at a meeting held on the 7<sup>th</sup> day of March, 2011. The Amended Declaration became effective on March 8, 2011 when recorded in the Public Records of Charlotte County, Florida: Bk 3552, Pages 2095-2096 - INSTR #2001936 Doc Type: CND Recorded Date 03/08/2011 at 2.38 PM.

(Corporate Seal)

PARADISE PARK CONDOMINIUM ASSOCIATION, INC

BY: \_\_\_\_\_

Jack Eidemiller, President

ATTEST:

\_\_\_\_\_

Patricia Ray, Secretary

STATE OF FLORIDA  
County of Charlotte

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_, as President, and \_\_\_\_\_, as Secretary, of Paradise Park Condominium Association, Inc. who are personally known to me or who have produced \_\_\_\_\_ as identification and who

did (did not) take an oath and who executed the forgoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Notary Public  
My Commission Expires:

THIS AMENDMENT OF THE DECLARATION OF CONDOMINIUM OF PARADISE PARK A CONDOMINIUM was executed by the President and Secretary after the necessary approval of the members of the Condominium Association was had at a meeting held on the 2nd day of March, 2020. The Amended Declaration became effective on July 9, 2020 when recorded in the Public Records of Charlotte County, Florida: Bk 4598, Pages 1052-1066 - INSTR #2828324 Doc Type: RES Recorded Date 07/09/2020 at 11:30 AM. (Due to the virus epidemic the courthouse was closed until July 1, 2020 to record document changes.)

(Corporate Seal)

PARADISE PARK CONDOMINIUM ASSOCIATION, INC

BY: \_\_\_\_\_

Robert Drake, President

ATTEST:

\_\_\_\_\_

Rita Cowardin, Secretary

STATE OF FLORIDA  
County of Charlotte

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, as President, and

\_\_\_\_\_, as Secretary, of Paradise Park Condominium Association, Inc. who are personally known to me or who have produced \_\_\_\_\_ as identification and who did (did not) take an oath and who executed the forgoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**EXHIBIT "B"**

**PARADISE PARK, A CONDOMINIUM**

**PLOT PLAN**

**SEE CONDOMINIUM PLAT BOOK 2, PAGE 41A-41B, PUBLIC RECORDS OF  
CHARLOTTE COUNTY, FLORIDA**

**SEE BACK PAGE**

## **EXHIBIT "C"**

### **PARADISE PARK CONDOMINIUM ASSOCIATION** **RULES AND REGULATIONS**

#### **1 PERMIT PARKING**

**A. Only one (1) of the following Recreational Vehicles may park on a Unit:**

- (i) An Airstream Travel Trailer, an Airstream Class A Motorhome, an Airstream Class B Motorhome or An Airstream Class C Motorhome, which display a Factory Certification tag showing Airstream, Inc. as the manufacturer with the identification number and date of manufacture.

Or

- (ii) Any other brand of Class A Motorhome which display a Factory Certification tag showing the manufacture with the identification number and date of manufacture and the seal showing RVIA (Recreation Vehicle Industry Association).

**B. Additionally, any combination of three (3) of the following may be parked on a Unit except that only one (1) vehicle as listed in B. i) below may be parked on a Unit:**

- (i) One Automobile or van or pick-up truck which is used as a tow vehicle or as a towed vehicle or for the Unit owner's personal transportation.

- (ii) A battery powered golf cart,
  - (iii) A gas motor or battery powered cycle.
- C. All vehicles on an owners' unit must not infringe on any neighboring lots.
- D. Parking on Units owned by others is prohibited except with written permission from the Unit owner on file in the Association office.
- E. Except as listed in A and B of this Exhibit, all recreational vehicles and trailers including but not limited to travel trailers, care hauling trailers, motorhomes, slide in campers, boat, cargo trailers, automobiles, van and trucks will park in the vehicle storage area and follow the storage area parking rules as designated by the association.
- F. All items listed in A., B, and E. of this Exhibit that are parked on any Unit or in the designated storage areas must display a sticker issued by the Association Office indicating the Unit number of the owner of that item or, if a guest/renter, a Car Pass card suspended from the rear view mirror.

2. Use of the recreational facilities will be in such manner as to respect the rights of other Unit owners; and the Association may regulate and schedule their use. The pool shall be open for use as determined by the Director in charge. Owners/renters are permitted to have family and not more than two (2) invited outside guests at a time in a pool. Outside guests are defined as persons not currently occupying a condominium unit. During their use of the pool any family member under the age of 18 and all outside guests regardless of age must be accompanied by a registered occupant of a unit. Posted pool regulations must be followed.

3. All construction of any kind must comply with all zoning and building codes of Charlotte County, Florida and the current Paradise Park Condominium Association Construction Packet and must be approved in writing by the Board of Directors seven (7) days prior to work being started. Written prior approval by the Board of Directors is required for any construction of privacy fences or barriers. No porches, carports, RV ports, hot tubs, decks, animal shelters or other similar structures shall be permitted or constructed on any part of the Condominium property by any Unit owner, lessee, or guest.

4. For Sale and/or For Rent Signs, purchased from the office, may be posted on the shed or room. Signs are to have unit number and phone number only. No other political or advertising signs are permitted except on authorized bulletin boards.

5. All units shall be used for residential purposes only. All occupied units must have a RV (defined in 1.) parked on that site. Occupancy of individual units shall not exceed six (6) persons without advance permission in writing from the Board of Directors or their designee.

6. Disposition of garbage and trash be only by use of receptacles (dumpsters) approved by the Association. All such garbage and trash must be placed in plastic bags and securely tied before being placed in the garbage dumpsters. Cardboard boxes are to be collapsed before being placed in the recycle dumpster. Grass clippings and shrubs should be placed in the burning area near the driving range. No wood with metal fasteners, tires, foam rubber, Styrofoam or other man-made materials are to be placed in the burn area. Discard appliances are to be placed in the area designated by the Association.
7. Usual household pets may be kept on a unit. Pets shall always be kept leashed when outside except in the designated enclosed Pet Park. A six-foot (6') leash must be used while walking on streets and while in front of your unit. Please attempt to curb pets in the areas designated by the Association. ALL PET "DROPPINGS" MUST BE PICKED UP. Any pet that becomes a nuisance may be ordered off the Condominium property by the Association. All pets should be vaccinated following their home state laws.
8. All persons occupying units, other than the owners themselves, shall be registered with the Association Office or other designate of the Association, at or before the time of the occupancy of the unit. This includes renters and house guests.
9. No unit owner may lease his unit except to another Airstream owner or persons occupying an Airstream or any brand Class A Motorhome displaying the RVIA seal. A copy of "Getting Along in Paradise Park" pamphlet must be given to any renters by the unit owner or the Association Office. There will be no sub-leasing of units.
10. The rules and regulations shall apply equally to all owners, their family, guests, and lessees.
11. This is a "55 and Older" condominium. No person under the age of twenty-one (21) years may occupy or reside upon the condominium property except as the guest of an owner or lessee and only for a period not to exceed twenty-one (21) days. Children shall be supervised by an adult. Any child whose conduct is objectionable may be denied use of the grounds and facilities by the Association. Quiet is to be maintained from 11 PM to 7 AM.
12. No owner or other person shall plant any trees, shrubs or plants upon the condominium property or his unit without the approval in writing from the Association.
13. All detachable or extended mirrors and trailer hitches must be removed or retracted if the tow vehicle is detached from the trailer and used within the condominium.
14. The maximum speed limit within the condominium shall be 10 mph.
15. Laundry or articles of clothing shall not be hung outside the Airstream trailers, motorhomes, utility sheds or screen or glass rooms except on the laundry lines in the designated drying yard next to the water plant. Nor shall boxes, equipment, lumber, boats, tires, mowers, or any other items be stored under or about the Airstream trailers, motorhomes or screen or glass rooms.

16. Mopeds, motorized cycles, etc. are permitted; however, they must be operated only on the streets, operated within the speed limits, and equipped with appropriate muffles and lights. All bicycles and golf carts operated after dark must be equipped with lights. Golf carts, Mopeds, and motorized cycles, etc. should be operated by persons eighteen (18) years old or older. Liability insurance should be carried on all the above.

17. Water is to be conserved and not wasted. All watering on units must be by hand-held sprayers only. No fixed sprinklers or soakers will be allowed. Sewer connections must be airtight. Either screw connection or rubber "doughnut" must be used at the sewer opening. Water connections must be made through backflow preventers.

THIS AMENDMENT OF THE DECLARATION OF CONDOMINIUM OF PARADISE PARK A CONDOMINIUM was executed by the President and Secretary after the necessary approval of the members of the Condominium Association was had at a meeting held on the 2nd day of March, 2015. The Amended Declaration became effective on March 11, 2015 when recorded in the Public Records of Charlotte County, Florida: Bk/Pg. 2173, Pages 1 or 4 - INSTR #2334669 Doc Type: RES Recorded Date 03/11/2015 at 11:50 AM.

(Corporate Seal)

PARADISE PARK CONDOMINIUM ASSOCIATION, INC

BY: \_\_\_\_\_

Wayne Hampel, President

ATTEST:

\_\_\_\_\_

Patricia Ray, Secretary

STATE OF FLORIDA  
County of Charlotte

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_, as President, and \_\_\_\_\_, as Secretary, of Paradise Park Condominium Association, Inc. who are personally known to me or who have produced \_\_\_\_\_ as identification and who did (did not) take an oath and who executed the forgoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Notary Public  
My Commission Expires:

### Exhibit "D"

## PARADISE PARK CONDOMINIUM

### TOTAL BOUNDARY

### DESCRIPTION

FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 40 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE NORTH 88 DEGREES 00' 46" WEST ALONG THE SOUTH LINE OF SAID SECTION 35 OR 1,320.08 FEET; THENCE NORTH 0 DEGREES 03' 51" WEST ALONG THE EAST LINE OF THE WEST ½ OF THE EAST ½ OF SAID SECTION 35 FOR 250.71 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LAND; THENCE SOUTH 89 DEGREES 04' 57" WEST ALONG THE NORTH RIGHT OF WAY (50 FT. FROM CENTERLINE) OF STATE ROAD NO. S-74 FOR 1,319.42 FEET; THENCE NORTH 0 DEGREES 04' 16" WEST ALONG THE ¼ SECTION LINE OF SAID SECTION 35 FOR 3,953.80 FEET; THENCE NORTH 89 DEGREES 57' 54" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTH 1/2 OF SAID SECTION 35 FOR 1,319.74 FEET;



**THENCE SOUTH 0 DEGREES 03' 51" EAST ALONG SAID EAST LINE OF THE WEST 1/2 FOR 3,933.47 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 119.46 ACRES MORE OR LESS**

**NOTE: This description includes all lands shown on Page 2 of Exhibit "B", including the commercial Parcels A and B which are part of the condominium.**

**COMMERCIAL PARCEL "A"**

**FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 40 SOTH, RANGE 26 EAST , CHARLOTTE COUNTY, FLORIDA; THENCE NORTH 88 DEG. 00' 46" WEST ALONG THE SOUTH LINE OF SAID SECTION 35 FOR 1,380.08 FEET; THENCE NORTH 0 DEG. 03' 51" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION 35 FOR 250.71 FEET; THENCE SOUTH 89 DEG. 04' 57" WEST ALONG THE NORTH RIGHT-OF-WAY (50 FEET FROM CENTERLINE) OF STATE ROAD NO. S-74 FOR 555.06 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LAND; THENCE CONTINUE SOUTH 89 DEG. 04' 57" WEST ALONG NORTH RIGHT-OF-WAY FOR 764.36 FEET; THENCE NORTH 0 DEG. 04' 16" WEST ALONG THE 1/4 SECTION LINE OF SAID SECTION 35 FOR 200.02 FEET; THENCE NORTH 89 DEG. 04' 57" EAST FRO 764.38 FEET; THENCE SOUTH 0 DEG. 3' 51" EAST FOR 200.02 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 3.51 ACRES MORE OR LESS**

**COMMERCIAL PARCEL "B"**

**FROM THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 40 SOUTH, T ANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE NORTH 88 DEG. 00' 46" WEST ALONG THE SOUTH LINE OF SAID SECTION 35 FOR 1,320.08 FEET; THENCE NORTH 0 DEG. 03' 51" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF SAID SECTION 35 FOR 250.71 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DEESCRIBED LAND; THENCE SOUTH 89 DEG. 04' 57" WEST ALONG THE NORTH RIGHT-OF-WAY (50 FEET FROM CENTERLINE) OF STATE ROAD NO. S-74 FOR 480.05 FEET; THENCE NORTH 0 DEG. 03' 51" WEST FOR 200.02 FEET; THENCE NORTH 89 DEG. 04' 57" EAST ALONG SAID EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 FOR 200.02 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 2.20 ACRES MORE OR LESS**