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SECRETARY OF STATE ON SECRETARY OF COMPORATIONS

Mhogh (1a 1,15,09 Richard E. Larsen*

Frank A. Ruggieri*

Thomas R. Slaten, Jr.*

John C. Palmerini**

Patryk Ozim

M. Florence King

Jason A. Martell

*Shareholder

*Admitted in Florida and Illinois

**Admitted in Florida and

District of Columbia



Reply to:

ORLANDO OFFICE

300 S. Orange Ave., Suite 1200

Orlando, Florida 32801

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IACKSONVILLE OFFICE

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January 6, 2009

Amendment Section Division of Corporations P.O. Box 6327 Tallahassee, FL 32314

Re: Verandas at Lake Hart Commons Association Inc.

To Whom It May Concern:

The enclosed Articles of Merger and fee are submitted for filing. The total for the 4 merging Associations and 1 surviving Association is \$175.00.

Please return all correspondences concerning this matter to the following:

Patryk Ozim Larsen & Associates 300 S. Orange Avenue, Ste. 1200 Orlando, FL 32801 407-841-6555

Thank you for your time and attention to this matter. Please do not hesitate to contact me if you have any questions or concerns.

PO/ng

Palryk Ozim

derely.



ARTICLES OF MERGER (Not For Profit Corporation)

The following Articles of Merger are submitted in accordance with the Florida Not for Fofit Corporation Act, pursuant to Section 617.1105, Florida Statutes.

First: The name and jurisdiction of the Surviving Corporation is:

Verandas at Lake Hart Commons Association, Inc., a Florida Not-For-Profit Corporation. The Document Number is N02000006910.

Second: The name and jurisdiction of each Merging Corporation is:

Name	Jurisdiction	Document Number
Veranda I at Lake Har Association, Inc.	t Florida	N02000006909
Veranda II at Lake Har Association, Inc.	t Florida	N04000001056
Veranda III at Lake Har Association, Inc.	t Florida	N04000010864
Veranda IV at Lake Har Association, Inc.	t Florida	N04000010869

Third: The Plan of Merger is attached as Exhibit "A."

Fourth: The Merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: Adoption of Merger by Surviving Corporation

The Board of Directors of the Surviving Corporation have voted to approve the Merger as set forth on attached Exhibit "B."

Sixth: Adoption of Merger by Merging Corporations

The Board of Directors of the Merging Corporations have voted to Approve the Merger as set forth on the attached Exhibit "C," Exhibit "D," Exhibit "E," and Exhibit "F."

Seventh: Signatures for Each Corporation.

Name of Corporation

Veranda I at Lake Hart Association, Inc.

Veranda II at Lake Hart Association, Inc.

Veranda III at Lake Hart Association, Inc.

Veranda IV at Lake Hart Association, Inc.

Verandas at Lake Hart Commons Association, Inc. Signature of the President

Signature of the President

Typed or Printed Name

Bob Hamilton

DAVID KINK

DAVID KINK

<u>VERANDA</u> PLAN OF MERGER

The following Plan of Merger is submitted in compliance with Section 617.1101, Florida Statutes and in accordance with the laws of Florida. This Plan of Merger is agreed to between: Verandas at Lake Hart Commons Association, Inc., a Florida not-for-profit corporation ("Surviving Association") and Veranda I at Lake Hart Association, Inc., a Florida not-for-profit corporation, Veranda III at Lake Hart Association, Inc., a Florida not-for-profit corporation and Veranda IV at Lake Hart Association, Inc., a Florida not-for-profit corporation (hereinafter referred to collectively as the "Merging Associations").

The parties agree as follows:

- 1. The Merging Associations shall merge with, and into, the Surviving Association.
- 2. Each membership in the Merging Association shall be converted into a membership in the Surviving Association. Each membership in the Surviving Association as it currently exists shall terminate.
- 3. The current membership of the Surviving Association shall adopt Amended and Restated Articles of Incorporation in the form attached as Exhibit "A" hereto. The adoption of said Amended and Restated Articles of Incorporation of the Surviving Association shall be a concurrent condition to the merging of the Corporations.
- 4. The current membership of the Surviving Association shall adopt Amended and Restated Bylaws in the form attached as Exhibit "B" hereto. The adoption of said Amended and Restated Bylaws shall be a concurrent condition of the merger.
- 5. The Directors of the Merging Associations shall immediately become the Directors of the Surviving Association upon completion of the merger. The Director positions of the Surviving Association, immediately prior to the effective date of the merger, shall be terminated. The newly formed Board of Directors of the Surviving Association shall choose the Officers of the Surviving Association as set forth in the Bylaws.
- 6. Upon completion of the merger, the Surviving Association shall be considered a multi Condominium Association as defined in the Florida Condominium Act.

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF VERANDAS AT LAKE HART COMMONS ASSOCIATION, INC.

The undersigned, President of a Corporation under Chapter 617, Florida Statutes, adopts the following Amended and Restated Articles of Incorporation for the purposes set forth below.

ARTICLE I

NAME: The name of the corporation is Verandas at Lake Hart Commons Association, Inc., hereafter referred to as the "Association." The principal address is c/o Sentry Management, Inc., 2180 West SR 434, Suite 5000, Longwood, FL 32779.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of properties subject to the Declaration of Covenants for Verandas at Lake Hart Commons; the Declaration of Condominium for Veranda I at Lake Hart, A Condominium; the Declaration of Condominium for Veranda II at Lake Hart, A Condominium; the Declaration of Condominium for Veranda III at Lake Hart, A Condominium; the Declaration of Condominium for Veranda IV at Lake Hart, A Condominium (collectively the "Condominium Properties") located in Orange County, Florida. These Amended are Restated Articles of Incorporation are adopted as a result of a corporate merger between Veranda I at Lake Hart Association, Inc., Veranda II at Lake Hart Association, Inc., Veranda III at Lake Hart Association, Inc., and Veranda IV at Lake Hart Association, Inc., into Verandas at Lake Hart Commons Association, Inc. The Association is organized and shall exist upon a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member, Director or Officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit except as limited or modified by the Governing Documents or Chapter 718, Florida Statutes, as it may hereafter be amended, including, but not limited to, the following:

(A) To make and collect Assessments against Members of the Association to defray the costs, expenses and losses of the Condominium Properties, and to use the proceeds of Assessments in the exercise of its powers and duties.

- (B) To protect, maintain, repair, replace and operate the Condominium Properties.
- (C) To purchase insurance upon the Condominium Properties and Association property for the protection of the Association and its Members.
- (D) To reconstruct improvements after casualty and to make further improvements of the Condominium Properties.
- (E) To make, amend and enforce reasonable Rules and Regulations governing the use of the Common Elements of the Condominium Properties, and the operation of the Association.
- (F) To approve or disapprove the transfer of ownership, leasing and occupancy of Units, as provided by the Governing Documents.
- (G) To enforce the provisions of the Florida Condominium Act, Declaration of Covenants for Verandas at Lake Hart Commons; the Declaration of Condominium for Veranda I at Lake Hart, A Condominium; the Declaration of Condominium for Veranda III at Lake Hart, A Condominium; the Declaration of Condominium for Veranda IV at Lake Hart, A Condominium; the Declaration of Condominium for Veranda IV at Lake Hart, A Condominium, these Amended and Restated Articles of Incorporation, and the Amended and Restated Bylaws and any Rules and Regulations of the Association (collectively, the "Governing Documents").
- (H) To contract for the management and maintenance of the Condominium Properties and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Governing Documents to be exercised by the Board of Directors or the Membership of the Association.
- (I) To employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Condominium Properties.
- (J) To enter into agreements, or acquire leaseholds, Memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has the power whether or not the lands or facilities are contiguous to the lands of the Condominium Properties, if they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners.
- (K) To borrow or raise money for any of the purposes of the Association, and from time to time without limit as to amount; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants,

bonds, debentures and other negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, any mortgage, pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Association, whether at the time owned or thereafter acquired.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Governing Documents.

ARTICLE III

MEMBERSHIP:

- (A) The Members of the Association shall consist of all record Owners of a fee simple interest in one or more Units in the Condominium Properties, as further provided in the Amended and Restated Bylaws. After termination of the Condominium, the Members shall consist of those who are Members at the time of such termination.
- (B) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his Unit.
- (C) The Owners of each Unit, collectively, shall be entitled to the number of votes in Association matters as set forth in the Amended and Rested Bylaws. The manner of exercising voting rights shall be as set forth in the Amended and Restated Bylaws.

ARTICLE IV

TERM: The term of the Association shall be perpetual.

ARTICLE V

BYLAWS: The Amended and Restated Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Amended and Restated Bylaws, but not less than three (3) Directors, and in the absence of

- such determination shall consist of three (3) Directors. Directors must be Members of the Association.
- (B) Directors of the Association shall be elected by the Members in the manner determined by the Amended and Restated Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Amended and Restated Bylaws.
- (C) The business of the Association shall be conducted by the Officers designated in the Amended and Restated Bylaws. The Officers shall be elected each year by the Board of Directors at its first meeting after the Annual Meeting of the Members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE VII

AMENDMENTS: Amendments to these Amended and Restated Articles of Incorporation shall be proposed and adopted in the following manner:

- (A) <u>Proposal.</u> Amendments to these Amended and Restated Articles of Incorporation may be proposed by a majority of the Board or by petition of the Owners of one-fourth (1/4) of the Units by instrument, in writing, signed by them.
- (B) <u>Procedure.</u> Upon any Amendment or Amendments to these Amended and Restated Articles of Incorporation being proposed by said Board or Unit Owners, such proposed Amendment or Amendments shall be submitted to a vote of the Members not later than the next Annual Meeting for which proper notice can be given.
- (C) <u>Vote Required.</u> Except as otherwise required for by Florida law, these Amended and Restated Articles of Incorporation may be amended by vote of a majority of the Board at Directors at any Board Meeting, provided that notice of any proposed Amendment has been given to the Members of the Association, and that the notice contains a fair statement of the proposed Amendment.
- (D) <u>Effective Date.</u> An Amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Orange County, Florida.

ARTICLE VIII

REGISTERED AGENT:

The registered office of the Association shall be at:

2180 West SR 434, Suite 5000 Longwood, FL 32779

The registered agent at said address shall be:

Sentry Management, Inc. c/o James Hart

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every Officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or Officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.
- (B) A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or Officer derived an improper personal benefit.
- (D) Wrongful conduct by Directors or Officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or Officer may be entitled.

VERANDAS AT LAKE HART COMMONS ASSOCIATION, INC.

David Kirk, President

9447 Myrtle Creek Lane #106

Orlando, FL 32832

Dated:

Having been named to accept service of process for the above stated Corporation, at the place designated in these Amended and Restated Articles of Incorporation, I hereby agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I accept the duties and obligations of Section 617.0505 Florida Statutes.

REGISTERED AGENT

Sentry Management, Inc.

c/o James Hart

AMENDED AND RESTATED BYLAWS

OF

VERANDAS AT LAKE HART COMMONS ASSOCIATION, INC.

The original Declaration of Covenants for Verandas at Lake Hart Commons (hereinafter the "Original Declaration") was recorded in Official Records Book 7290 at Page 3064, of the Public Records of Orange County, Florida. The original Bylaws of Verandas at Lake Hart Commons Association, Inc. were recorded as an Exhibit "D" to the Declaration and is recorded in Official Records Book 7290 at Page 3094, of the Public Records of Orange County, Florida. It is intended that these Amended and Restated Bylaws supersede the original Bylaws and any Amendments thereto.

- 1. GENERAL. These are the Bylaws of Verandas at Lake Hart Commons Association, Inc., hereinafter the "Association," a Corporation not for profit organized under the laws of Florida for the purpose of operating properties subject to the Declaration of Covenants for Verandas at Lake Hart Commons; the Declaration of Condominium for Veranda II at Lake Hart, A Condominium; the Declaration of Condominium for Veranda III at Lake Hart, A Condominium; the Declaration of Condominium for Veranda IV at Lake Hart, A Condominium (collectively the "Condominium Properties") pursuant to the Florida Condominium Act. These Amended are Restated Bylaws are adopted as a result of a corporate merger between Veranda I at Lake Hart Association, Inc., Veranda III at Lake Hart Association, Inc., into Verandas at Lake Hart Commons Association, Inc., Inc.
- 1.1 <u>Principal Office</u>. The principal office of the Association shall be at the Condominium or at such other place in Florida, as the Board of Directors may determine.
- 1.2 <u>Seal</u>. The seal of the Association shall be inscribed with the name of the Association, the year of its incorporation, and the words "Florida" and "Corporation not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the Corporation where a seal may be required.
- **1.3 Definitions.** The terms used herein shall have the same definitions as stated in the Declaration of Covenants.

2. MEMBERS.

- **Qualification.** The Members of the Association shall be the record Owners of legal title to the Units located in the Condominium Properties. In the case of a Unit subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Unit solely for the purposes of determining voting and use rights. Membership shall become effective upon the recording in the Public Records of a Deed or other instrument evidencing legal title to the Unit in the Member.
- 2.2 <u>Voting Rights; Voting Interests</u>. The Members of the Association are entitled to one (1) vote for each Unit owned by them. The total number of votes ("voting interests") is equal to the total number of Units. The vote of a Unit is not divisible. The right to vote may not be denied because of delinquent Assessments. If a Condominium Unit is owned by one natural person, his right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two or more natural persons who are not acting as trustees, that Unit's vote may be cast by any one of the record Owners. If two or more Owners of a Unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted.
- 2.3 <u>Approval or Disapproval of Matters</u>. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Unit at an Association meeting as stated in Section 2.2 above, unless the Joinder of all record Owners is specifically required.
- 2.4 <u>Change of Membership</u>. Following written approval of the Association, as elsewhere required herein, a change of Membership in the Association shall be established by the new Member's Membership becoming effective as provided in Section 2.1 above and the Membership of the prior Owner shall thereby be automatically terminated.
- 2.5 <u>Termination of Membership</u>. The termination of Membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Condominium during the period of his Membership, nor does it impair any rights or remedies which the Association may have against any former Member arising out of or in any way connected with such Membership and the covenants and obligations incident thereto.

3. MEMBERS' MEETINGS; VOTING.

3.1 <u>Annual Meeting</u>. There shall be an Annual Meeting of the Members in each calendar year. The Annual Meeting shall be held in Orange County, Florida, each year during the month of January at a day, place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the

Members. At the time of the Annual Meeting, all ballots cast in the annual election of Directors shall be counted and results announced.

- 3.2 <u>Special Members' Meetings</u>. Special Members' Meetings must be held whenever called by the President or by a majority of the Board of Directors, and may also be called by Members having at least one-third (1/3) of the votes of the entire Membership. Such requests shall be in writing, shall state the purpose or purposes of the meeting, and shall be signed by all the Members making the request. Business at any Special Meeting shall be limited to the items specified in the request and contained in the notice of meeting.
- 3.3 <u>Notice of Meetings</u>. Notice of all Members' Meetings must state the time, date, and place of the meeting and include an agenda for the meeting. The notice must be mailed to each Member at the address which appears on the books of the Association, or may be furnished by personal delivery. The Member bears the responsibility for notifying the Association of any change of address. The notice must be mailed or delivered at least fourteen (14) days before the meeting. Notice of any meeting may be waived in writing by any person entitled to receive such notice.
- 3.4 Notice of Annual Meeting; Special Requirements. Notice of the Annual Meeting together with an agenda shall be posted in a conspicuous place on the Condominium property for at least fourteen (14) continuous days prior to the Annual Meeting. The notice and agenda of the Annual Meeting shall be sent by first class mail to each Owner, and an affidavit of the Officer or other person making such mailing shall be retained in the Association records as proof of mailing. Notice of the Annual Meeting may be delivered in person if a written waiver of mailing is obtained.
- **3.5** Quorum. A quorum at a Member's Meeting shall be obtained by the presence, either in person or by proxy, of persons entitled to cast a majority (51%) of the votes of the entire Membership.
- **3.6 Vote Required.** The acts approved by a majority of the votes cast at a duly called meeting of the Members at which a quorum has been attained shall be binding upon all Unit Owners for all purposes, except where a greater or different number of votes are required by law or by any provision of the Condominium documents.
- 3.7 Proxy Voting. To the extent lawful, any person entitled to attend and vote at a Members Meeting may establish his presence and cast his vote by proxy. Proxies may not be used to elect Directors. Limited proxies shall be used for votes taken to waive reserves or financial statement requirements, to amend the Condominium documents, and for all other matters for which the Florida Condominium Act requires or permits a vote of the Members. General proxies may be used to establish a quorum, for procedural votes, and for non-substantive Amendments to proposals for which a limited proxy is being used. A proxy may be given by any person entitled to vote, but shall be valid only for the specified

meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it is given. Holders of proxies need not be Members of the Association. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

- **3.8** Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance.
- **3.9** Order of Business. The order of business at Members' Meetings shall be substantially as follows:
 - (A) Counting of ballots in election of Directors (if necessary);
 - (B) Call of the roll or determination of quorum;
 - (C) Reading or disposal of the minutes of the last Members' Meeting;
 - (D) Reports of the Officers;
 - (E) Reports of Committees;
 - (F) Unfinished Business;
 - (G) New Business;
 - (H) Adjournment.
- **3.10** Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members or their authorized representatives and Board Members at all reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.
- **3.11** Parliamentary Rules. Roberts' Rules of Order (latest edition) shall guide the conduct of the Association's meetings.
- 3.12 Action By Members Without Meeting. Except for the holding of the Annual Meeting, any action required or permitted to be taken at a meeting of the Members may be taken by mail without a meeting if written ballots or other instruments indicating approval of the action proposed to be taken are signed and returned by Members having not less than the minimum number of votes that would be necessary to take such action at a meeting. If the requisite number of written expressions of approval are received by the Secretary within thirty (30) days of mailing notice of the proposed action to the Members, a Resolution passed by the Board of Directors on the action so authorized shall be of full force and effect as if the action had been approved by the vote of the Members at a Members Meeting held on the date of the Board meeting. Within ten (10) days after

adopting the Resolution, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of Members' rights to call a Special Meeting of the Membership, as provided in Section 3.2 above. If the vote is taken by the method described in this Section the list of Unit Owners on record with the Secretary at the time of mailing the voting material shall be the list of qualified voters.

- **4. BOARD OF DIRECTORS.** The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Amended and Restated Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the Unit Owners only when such is specifically required.
- **4.1** Number and Terms of Service. The affairs of the Association shall be managed by a Board consisting of three (3) Directors.
- **4.2 Qualifications.** Each Director must be a Member of the Association. Each Director shall serve for a term of one (1) year.
- Annual Elections. On the day of each annual election the Members shall elect by written ballot as many Directors as there are regular terms of Directors expiring, unless the balloting is dispensed with as provided by law. Not less than sixty (60) days before the 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. Any Unit Owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days prior to the annual election. Candidates may also be nominated by any other method permitted by law. If the number of candidates exceeds the number of Directors to be elected, at least thirty (30) days before the election, the Association shall mail or deliver a second notice of election to all Unit Owners entitled to vote therein, together with a ballot which shall list all qualified candidates. Upon timely request of a candidate, the Association shall include an information sheet (no larger than 8-1/2 inches by 11 inches furnished by the candidate) with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. Where balloting is required, Directors shall be elected by a plurality of the votes cast in the election, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected, but no Unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Tie votes may be broken by agreement among the tied candidates, or by Lot.
 - **4.4 Vacancies on the Board.** If the office of any Director becomes vacant for

any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

- (A) If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.
- (B) If a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled in accordance with the procedural rules to be adopted by the Division, governing the method of selecting successors, and providing for the operation of the Association during the period of recall but prior to the designation of successor Directors sufficient to constitute a quorum.
- (C) If a successor is appointed to fill an unexpired term of less than six (6) months, said term shall not be considered a term served for the purpose of term limits set forth in paragraph 4.2 herein.
- 4.5 Removal of Directors. Any or all Directors may be removed with or without cause by a majority vote of the entire Membership, either by a written petition or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one Director, the question shall be determined separately as to each Director sought to be removed. If a Special Meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than fourteen (14) days nor more than sixty (60) days from the date that the notice of the meeting is given.
- 4.6 Other Meetings. Meetings of the Board may be held at such time and place in Orange County, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least two (2) days prior to the day named for such meeting.
- 4.7 <u>Notice to Owners</u>. All meetings of the Board of Directors shall be open to Members. A notice and agenda for each Board meeting shall be posted conspicuously on the Condominium property for at least forty-eight (48) continuous hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting at which a non-emergency Special Assessment or a rule restricting the use of Units is to be considered for any reason shall be mailed to each Owner at least fourteen (14) days before the meeting, and an affidavit of mailing shall be retained as proof of mailing. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements

of Section 6.2, below. The right of Owners to attend Board meetings includes the right to speak on designated agenda items, subject to reasonable rules of the Association governing the manner, duration and frequency of doing so.

- 4.8 <u>Waiver of Notice</u>. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.
- 4.9 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present in person. Directors may participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons only when the participation of Directors by telephone is necessary to establish a quorum. Participation by such means shall be deemed equivalent to presence in person. Directors may not vote or participate by proxy or secret ballot at Board meetings, except that Officers may be elected by secret ballot.
- 4.10 <u>Vote Required</u>. The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Condominium documents or by applicable statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.
- **4.11** Adjourned Meetings. The Majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, if a quorum is present, any business may be transacted that might have been transacted at the meeting originally as called.
- **4.12** The Presiding Officer. The President of the Association, or in his absence, the Vice President, shall be the presiding Officer at all meetings of the Board of Directors. If neither is present, the presiding Officer shall be selected by a majority vote of the Directors present.
- 4.13 <u>Compensation of Directors and Officers</u>. Neither Directors nor Officers shall receive compensation for their services as such. Directors and Officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their duties.
 - **4.14** Committees. The Board of Directors may appoint from time to time such

standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the Resolution creating the committee.

5. OFFICERS.

- President, Vice President(s), Treasurer and Secretary, all of whom shall be a President, Vice President(s), Treasurer and Secretary, all of whom shall be elected annually by a majority of the Board of Directors. Any Officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board may, from time to time, appoint such other Officers (such Officers need not be Directors), and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. The President and Vice President(s) must be Directors. The Treasurer and Secretary need not be a Director. All Officers must be Members of the Association.
- 5.2 <u>President</u>. The President shall be the Chief Executive Officer of the Association; he shall preside at all meetings of the Members and Directors, shall be exofficio a Member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and Resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other Officer or agent of the Association.
- **5.3** <u>Vice President(s)</u>. The Vice President(s) shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall assign. There may be more than one Vice President.
- 5.4 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted Amendments to the Condominium documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.
- 5.5 <u>Treasurer</u>. The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in

books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial conditional of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated. No one individual may serve in the office of Treasurer for more than five (5) years consecutively.

- **FISCAL MATTERS.** The provisions for fiscal management of the Association set forth in the Declaration of Covenants shall be supplemented by the following provisions:
- **6.1 Depository.** The Association shall maintain its funds in insured accounts or investments with such institutions doing business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board.
- 6.2 <u>Budget</u>. The Board of Directors shall adopt a budget of Common Expenses in advance for each fiscal year. A copy of the proposed budget and a notice stating the time, date, and place of the meeting of the Board at which the budget will be adopted shall be mailed to or served on the Owner of each Unit not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.
- In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item. These reserves shall be funded unless the Members subsequently determine by majority vote of those present in person or by proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Unit Owners as required in 6.2, above. Reserves funded under this paragraph, and any interest thereon, shall be used only for the purposes for which they were reserved, unless their use for other purposes is approved in advance by a majority of the voting interests present and voting at a Members' Meeting called for the purpose.
- **6.4** Other Reserves. In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the Members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance. The purpose of these reserves is to provide

financial stability and to avoid the need for Special Assessments on a frequent basis. The amounts proposed to be reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

- 6.5 Assessments. Regular Annual Assessments based on the adopted budget shall be paid in monthly installments, in advance, due on the first day of each month of each year. Written notice of each yearly Assessment and the monthly installment shall be sent to the Members each year. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first monthly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last monthly payment, and shall be continued at such rate until a budget is adopted and pro rata Assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each Unit's next due monthly installment.
- 6.6 <u>Special Assessments</u>. Special Assessments may be imposed by the Board when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special Assessments are due on the day specified in the Resolution of the Board approving such Assessments. The total of all Special Assessments coming due in any fiscal year shall not exceed fifty percent (50%) of the total annual budget for that year, including reserves, unless a majority of the voting interests first consent. The notice of any Board meeting at which a Special Assessment will be considered, discussed or proposed shall be given as provided in Section 4.8 above and the notice of the Assessment must contain a statement of the purpose(s) of the Assessment, and the funds collected must be spent for the stated purpose(s) or returned to the Members as provided by law.
- **6.7** Fidelity Bonds. The President, Secretary and Treasurer, and all other persons who are authorized to sign checks, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a Common Expense.
- **6.8** Audits. A formal, certified audit of the accounts of the Association, if required by law, by vote of a majority of the voting interests, or by a majority of the Board of Directors, shall be made by a certified public account, and a copy of the audit report shall be available to all Members.
- **6.9** Financial Statements. Not later than ninety (90) days after the close of each fiscal year, the Board shall prepare, and shall distribute to the Owners of each Unit, financial statements meeting the minimum standards of Section 718.111 (13) or Section 718.111 (14), of the Florida Condominium Act (whichever is applicable), showing in reasonable detail the financial condition of the Association as of the close of its fiscal year, detailed by accounts.

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- **6.10** Fiscal Year. The fiscal year for the Association shall be the period from January 1 of each calendar year and shall end on December 31 of that year.
- **RULES AND REGULATIONS.** The Board of Directors may, by Board action, from time to time, adopt and amend administrative Rules and Regulations governing the use, maintenance, management and control of the Common Elements and the operation of the Association. Such Rules and Regulations need not be adopted by the Membership or recorded in the Public Records, however, copies of such Rules and Regulations shall be furnished to each Unit Owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of the health, happiness and peace of mind of the Unit Owners and uniformly applied and enforced. The previous Rules and Regulations adopted by the Association prior to the effective date of this Amended and Restated Declaration shall remain in full force and effect until such time as the Board adopts new Rules and Regulations pursuant to the authority of this Section 7.
- 8. <u>COMPLIANCE AND DEFAULT; REMEDIES</u>. In addition to the remedies provided in Declaration of Covenants, the following provisions shall apply:
- **8.1** Fines. The Board of Directors may levy fines against Units whose Owners commit violations of the Florida Condominium Act, the provisions of the Condominium documents or Association Rules and Regulations, or condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. No fine may be levied against an unoccupied Unit. The procedure for imposing fines shall be as follows:
- (A) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:
 - 1) A statement of the date, time and place of the hearing;
 - 2) A specification of which provisions of the Associations documents have been violated;
 - 3) A short and plain statement of the facts alleged by the Association giving rise to such violations; and
 - 4) The possible amounts of any proposed fine.
- (B) At the hearing, the party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, to provide written and oral argument on all issues involved, and to review, challenge and respond to any evidence or

testimony presented. The hearing shall be conducted before a panel of three (3) non-Director Unit Owners appointed by the Board of Directors. If the committee by majority vote does not agree with the fine, the fine shall not be levied. Any such fine shall become the personal obligation of the individual upon which it is levied and the Association shall have the right to collect such fine in any manner provided by law. In addition, the Association shall have the right to recover from the individual fined the Association=s reasonable Attorneys' Fees and costs incurred in collecting such fine.

- **8.2** Availability of Remedies. Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the Condominium property free from unreasonable restraint and annoyance.
- **9. AMENDMENT OF BYLAWS**. Amendments to these Bylaws may be proposed and adopted in the following manner:
- **9.1** Proposal. Amendments to these Bylaws may be proposed by a majority of the Board or upon written petition to the Board signed by at least one-fourth (1/4) of the voting interests.
- **9.2** Procedure. Upon any Amendment or Amendments to these Bylaws being proposed by said Board or Unit Owners, such proposed Amendment or Amendments shall be submitted to a vote of the Owners not later than the next Annual Meeting for which proper notice can be given.
- 9.3 <u>Vote Required</u>. Except as otherwise provided by law, or by specific provision of the Condominium documents, these Bylaws may be amended by concurrence of and not less than a majority of the Board of Directors at a duly called Board Meeting, provided that notice of any proposed Amendment has been given to the Members in accordance with law.
- **9.4** Recording: Effective Date. A copy of each adopted Amendment shall be attached to a certificate attesting that the Amendment was duly adopted, which certificate shall be executed by the President or Vice President of the Association with the formalities of a deed. The Amendment shall be effective when the certificate and a copy of the Amendment are recorded in the Public Records of Orange County, Florida. The certificate must identify the book and page of the Public Records where the Declaration of Covenants is recorded.

10. MISCELLANEOUS.

- **10.1** Gender. Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.
- **10.2 Severability.** Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.
- **10.3** Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Covenants or Amended and Restated Articles of Incorporation, the provisions of the Declaration or Amended and Restated Articles of Incorporation shall prevail over the provisions of these Bylaws.

THIS IS TO CERTIFY that the foregoin Restated Bylaws of Verandas at Lake Has corporation not for profit, by at least two-third day of DECAMBER , 2008.	
WITNESSES: Otto Run- Signature Print Name: Christine Morano Value Wille	VERANDAS AT LAKE HART COMMONS ASSOCIATION, INC. BY:- David Kirk, President David Kirk, President 9447 Myrtle Creek Lane, #106 Orlando, FL 32832
Signature Print Name: Sergio Rviz Signature Print Name: Sergio Rviz Signature Print Name: Larry L. Neis wender	Y: John Messner, Vice President 9441 Myrtle Creek Lane, #213 Orlando, FL 32832
STATE OF FLORIDA COUNTY OF ORANGE	ged before me the _/5 day of SECONSA!
2008, by David Kirk, President of Verandas at Lake Harl for profit, on behalf of the corporation, who is personal identification produced)	Commons Association, Inc., a Florida corporation not
Notary Signature Notary Stamp or Seal:	NOTARY PUBLIC-STATE OF FLORIDA Clifford E. Wright Commission # DD729714 Expires: OCT. 28, 2011 BONDED THRU ATLANTIC BONDING CO, INC.
STATE OF FLORIDA COUNTY OF <u>OPANGE</u>	w/
THE FOREGOING instrument was acknowled 2008, by John Messner, Vice President of Verandas corporation not for profit, on behalf of the corporation identification (type of identification produced)	
Notary Stamp or Seal:	NOTARY PUBLIC-STATE OF FLORIDA- Clifford E. Wright Commission # DD729714 Expires: OCT. 28, 2011 BONDED THRU ATLANTIC BONDING CO., INC.

<u>VERANDAS AT LAKE HART COMMONS ASSOCIATION, INC.</u> <u>CERTIFICATE OF APPROVAL OF MERGER</u>

It is hereby resolved by the Board of Directors of the Association at a duly held meeting of the Board on the 15 day of october, 2008 that the corporate merger of Veranda I at Lake Hart Association, Inc. into Verandas at Lake Hart Commons Association, Inc. has been approved by a majority vote of the Association's Board of Directors. Said vote being 4 Directors in favor Directors against said merger. It is further resolved that the President of the Association is authorized by the Board to execute the Plan of Merger and Articles of Merger to facilitate the merger. In addition, the President shall be empowered to execute any and all other additional documents required to facilitate the merger. This Resolution was adopted by the Board of Directors on the 13th day of Not M Ball. 2008. WITNESSES: AT LAKE COMMONS ASSOCIATION, INC. Signature² DAVID KIRK Print Name: Lenore Calora DIE Address: 9447 Signature Print Name: **ATTEST** Signature Vice President Print Name:

Signature Print Name:

STATE OF FLORIDA COUNTY OF <u>ORANGE</u>

THE FOREGOING instrument was acknowledged before me the
Notary Stamp or Seal:
STATE OF FLORIDA COUNTY OF DIAMONE
THE FOREGOING instrument was acknowledged before me the
Notary Stamp or Seal:

VERANDA I AT LAKE HART ASSOCIATION, INC. CERTIFICATE OF APPROVAL OF MERGER

It is further resolved that the President of the Association is authorized by the Board to execute the Plan of Merger and Articles of Merger to facilitate the merger. In addition, the President shall be empowered to execute any and all other additional documents required to facilitate the merger.

This Resolution was adopted by the Board of Directors on the <u>20</u> day of Mala ka/2008.

WITNESSES:	VERANDA I AT LAKE HART ASSOCIATION, INC.
Signature Day 1 1 14 14 14 14	BY: Robert Hamilton, President
Print Name: Alamilton Signature	9417 Myrtle Creek Lane, #604 Orlando, FL 32832
Print Name: Judith Hamiton	ATTEST /2
 Signature Print Name: Lange Corforce Ufsection Ruiz	Beb Kusty, Vice President
Signature Beth Parker	276 Almánsa Road St. Augustine, FL 32086 9423 My NTIC Creek Lone #572 ONLIANDO FL
	ON LANCO

STATE OF FLORIDA COUNTY OF BRANCIE

THE FOREGOING instrument was acknowledged before me the 20 day of Notember 1, 2008, by Robert Hamilton, President of Veranda I at Lake Hart Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or produced identification (type of identification produced) NOTARY PUBLIC-STATE OF FLORIDA

Notary Signature Notary Stamp or Seal:

Clifford E. Wright Commission #DD729714 Expires: OCT. 28, 2011 BONDED THRU ATLANTIC BONDING CO., INC.

STATE OF FLORIDA COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me the 20¹¹ day of November, 2008, by Beb Kuster, Vice President of Veranda I at Lake Hart Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or produced identification (type of identification produced) Sergio Ruiz

totary Signature

Notary Stamp or Seal:

NOTARY PUBLIC-STATE OF FLORIDA Clifford E. Wright

Commission #DD729714
Expires: OCT. 28, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

VERANDA II AT LAKE HART ASSOCIATION, INC. CERTIFICATE OF APPROVAL OF MERGER

It is hereby resolved by the Board of Dire	
held meeting of the Board on the 15 day of	October, 2008 that the
corporate merger of Veranda II at Lake Hart A	
Lake Hart Commons Association, Inc. has bee	
the Association's Board of Directors. Said vote	being Directors in lavor
and Directors against said merger.	
It is further resolved that the President o	of the Association is authorized by
the Board to execute the Plan of Merger and	Articles of Merger to facilitate the
merger. In addition, the President shall be en	npowered to execute any and all
other additional documents required to facilitate	,
other additional documents required to facilitate	the merger.
	n sh
This Resolution was adopted by the Boar	rd of Directors on the <u>/////</u> day
of <u>Novembal</u> , 2008.	
7/	VERANDA II AT LAKE HART ASSOCIATION, INC.
1/1/h	001
Signature (BY: Thuy J. Mary Neiswender, President
Print Name: Lange Calo & - DYE	9422 Myrtle Creek Lane #808
M. C. All	Orlando, FĹ 32832
Signature 4	
Print Name: Michael F. Durso	
	ATTEST
FIT 1/1/ /	-7/1 1/1
Signature BY:	
Print Name: 7. /// / / / / / / / / / / / / / / / /	Rodney Olsen, Secretary 9429 Myrtle Creek Lane #406
Print Name: 7. (// / / / / / / / / / / / / / / / / /	Rodney Olsen, Secretary

STATE OF FLORIDA COUNTY OF ORANGE

November , 2008, by Larry Ne Association, Inc., a Florida corporation n	as acknowledged before me the day or eiswender, President of Veranda II at Lake Har ot for profit, on behalf of the corporation, who is ntification (type of identification produced)
Notary Stamp or Seal:	NOTARY PUBLIC-STATE OF FLORIDA Clifford E. Wright Commission # DD729714 Expires: OCT. 28, 2011 BONDED THRU ATLANTIC BONDING CO., INC.
STATE OF FLORIDA COUNTY OF <u>MANGE</u>	
Association, Inc., a Florida corporation n	as acknowledged before me the day or y Olsen, Secretary of Veranda II at Lake Har not for profit, on behalf of the corporation, who is ntification (type of identification produced)
Notary Signature Notary Stamp or Seal:	NOTARY PUBLIC STATE OF FLORIDA Clifford E. Wright Commission # DD729714 Expires: OCT. 28, 2011 BONDED THRU ATLANTIC BONDING CO., INC.

VERANDA III AT LAKE HART ASSOCIATION, INC. CERTIFICATE OF APPROVAL OF MERGER

It is further resolved that the President of the Association is authorized by the Board to execute the Plan of Merger and Articles of Merger to facilitate the merger. In addition, the President shall be empowered to execute any and all other additional documents required to facilitate the merger.

This Resolution was adopted by the Board of Directors on the Manual 2008.

Signature
Print Name: Lange Cafora - NY
Signature
Print Name: Michael F. Durso

WITNESSES:

Signature

Print Name:

9441 Myrtle Creek Lane #213 Orlando, FL 32832

John/Messner, President

ASSOCIATION, INC.

VERANDA III AT LAKE HART

ATTEST

Nancy Winter, Secretary

9441 Myrtle Creek Lane #204

Orlando, FL 32832

STATE OF FLORIDA COUNTY OF <u>OUANGE</u>

Association, Inc., a Florida corporation not	acknowledged before me the day of sener, President of Veranda III at Lake Hart for profit, on behalf of the corporation, who is location (type of identification produced)
Notary Signature Notary Stamp or Seal:	NOTARY PUBLIC-STATE OF FLORIDA Clifford E. Wright Commission # DD729714 Expires: OCT. 28, 2011 BONDED THRU ATLANTIC BONDING CO., INC.
STATE OF FLORIDA COUNTY OF <u>DRANGE</u>	
<i>NoveyBe</i> , 2008, by Nancy W	acknowledged before me the day of finter, Secretary of Veranda III at Lake Hart for profit, on behalf of the corporation, who is ication (type of identification produced)
Notary Signature Notary Stamp or Seal:	NOTARY PUBLIC-STATE OF FLORIDA Clifford E. Wright Commission # DD729714 Expires: OCT. 28, 2011 BONDED THRU ATLANTIC BONDING CO., INC.

VERANDA IV AT LAKE HART ASSOCIATION, INC. CERTIFICATE OF APPROVAL OF MERGER

It is hereby resolved by the Board of Directors of the Association at a duly held meeting of the Board on the 15 day of cotober, 2008 that the corporate merger of Veranda IV at Lake Hart Association, Inc. into Verandas at Lake Hart Commons Association, Inc. has been approved by a majority vote of the Association's Board of Directors. Said vote being _____ Directors in favor Directors against said merger. It is further resolved that the President of the Association is authorized by the Board to execute the Plan of Merger and Articles of Merger to facilitate the merger. In addition, the President shall be empowered to execute any and all other additional documents required to facilitate the merger. This Resolution was adopted by the Board of Directors on the 17 day of Novansal, 2008. **VERANDA IV AT LAKE HART** WITNESSES ASSOCIATION, INC. David Kirk, President Signature Print Name: Lanore Cakera - NYE 9447 Myrtle Creek Lane #106 Orlando, FL 32832 Print Name: Michae **ATTEST**

Signature Print Name: 7 43 C

Signature Both Parker

Patricia Floyd, Secretary 13916 Bramble Bush Court Orlando, FL 32832 STATE OF FLORIDA COUNTY OF ORANGE

THE FOREGOING instrument was acknowledged before me the ________ day of _________, 2008, by David Kirk, President of Veranda IV at Lake Hart Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or produced identification (type of identification produced) W/A NOTARY PUBLIC-STATE OF FLORIDA Clifford E. Wright Clifford E. Wright Commission # DD729714
Expires: GCT. 28, 2011
BONDED THRU ATLANTIC BONDING CO., INC. Notar Signature Notary Stamp or Seal: STATE OF FLORIDA COUNTY OF ORANGE THE FOREGOING instrument was acknowledged before me the August day of Novan Bell , 2008, by Patricia Floyd, Secretary of Veranda IV at Lake Hart Association, Inc., a Florida corporation not for profit, on behalf of the corporation, who is

personally known to me or produced identification (type of identification produced)

Notafy Signature

Notary Stamp or Seal:

NOTARY PUBLIC-STATE OF FLORIDA Clifford E. Wright Commission #DD729714 Expires: OCT. 28, 2011

BONDED THRU ATLANTIC BONDING CO., INC.