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DECLARATION OF CONDOMINIUM

of

LONGWATER CHASE

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DECLARATION OF CONDOMINIUM

of

"LONGWATER CHASE

KNOW ALL MEN BY THESE PRESENTS, that TAYLOR WOODROW BLITMAN PROPERTY CORP. OF FLORIDA, a Florida corporation, hereinafter called Developer, does hereby submit to condominium ownership pursuant to Chapter 718, Florida Statutes, the following described land and improvements thereon and all improvements hereafter erected thereon, situate, lying and being in the County of Sarasota, State of Florida, to wit:

SEE SCHEDULE I ATTACHED HERETO AS A PART HEREOF

and that said property shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements:

1. THE CONDOMINIUM ACT. Chapter 718, Florida Statutes, is incorporated herein by reference, and all provisions thereof shall apply to this condominium to the extent that said statute is not inconsistent with the provisions contained in this Declaration.

2. NAME. The name by which this condominium shall be known and identified is LONGWATER CHASE, a condominium.

3. SURVEY AND PLOT PLAN. A survey of said land and plot plan locating the improvements thereon and identifying each condominium unit and the common elements and their relative locations and approximate dimensions are attached hereto as Exhibit "A" and are recorded in Condominium Book 11 at pages 11, 11A thru 11F, Public Records of Sarasota County, Florida. The locations, dimensions, descriptions, identification and numbering or lettering of the respective condominium units shall be described in

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Exhibit "A" and any subsequent amendments thereto as hereinafter provided. A unit shall consist of the space defined in Exhibit "A". In the event the actual physical location of any unit at any time does not precisely coincide with Exhibit "A" and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in Exhibit "A" and subsequent amendments. Prior to completion of construction or in the event of a total or substantial destruction of any building after completion of construction, the locations, dimensions and descriptions of the respective units as contained in Exhibit "A" and subsequent amendments will control.

4. OWNERSHIP OF COMMON ELEMENTS AND SHARING COMMON EXPENSES. The ownership and the undivided shares of the respective condominium units in the common elements and the manner of sharing common expenses and owning common surplus shall be as follows:

Each unit shall share equally with all other units in the initial phase and, as additional phases are added as hereinafter provided, each unit in said additional phases will share equally with all other units in all phases of Longwater Chase.

5. COMMON ELEMENTS. Any right, title or interest in a condominium unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the common elements and a right to use the common elements in conjunction with the owners of the other condominium units in all phases of Longwater Chase. The common elements shall include but not be limited to:

(a) All of the above described land;

(b) All improvements and parts thereof which are not included within the boundaries of the respective condominium units;

(c) Any utility areas and installations and all utility services which are available to more than one unit or to the common elements and which are not owned by the respective utility companies, including easements through the units necessary to provide such services;

(d) All parking areas, driveways, and other means of ingress and egress;

(e) All electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, within the common elements and up to the exterior surface of the unit wall which are not owned by utility companies;

(f) All tangible personal property required for the maintenance and operation of the condominium and for the common use and enjoyment of the unit owners;

(g) All structural beams, posts and members within a unit and an easement of support in any portion of a unit which contributes to the support of the building;

(h) Alterations, additions and further improvements to the common elements; and

(i) Any lands owned by the Association and submitted to condominium ownership by an amendment to this Declaration approved and executed as provided herein for amendments generally, pursuant to the provisions of Section 718.110(6), Florida Statutes.

(j) Any lands and improvements as above described which are added as subsequent phases to this condominium pursuant to Section 718.403, Florida Statutes, as provided hereinafter.

The unit owners in the aggregate shall be entitled to equal and full use and enjoyment of all the common elements except as they may be restricted by the reasonable and uniform regulations duly adopted by the Association board of directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit owners. The land under a unit is a limited common element for the exclusive use of the unit owner to which it is appurtenant.

6. THE MEADOWS COVENANTS. The condominium is part of the land being developed and known as "The Meadows". The land is subject to the Declaration of Maintenance Covenants and Restrictions on The Commons for The Meadows, recorded in Official Records Book 1113 at page 715 and Amendment thereto recorded in Official Records Book 1137, page 1968 in the Public Records of Sarasota County. All persons owning a vested present interest in the fee title to any of the condominium units shall automatically be a member of the non-profit corporation known as The Meadowood Management Company, Inc., which will operate, maintain, improve and manage The Commons of The Meadows. Annual maintenance assessments payable by unit owners to The Meadowood Management Company, Inc. pursuant to said Declaration shall be collected by the Association as collection agent for Meadowood as an addition to the unit's share of the annual assessment for the common expenses of the condominium.

7. ASSOCIATION. The corporation which will be responsible for the operation of the condominium will be an incorporated association known as LONGWATER CHASE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, herein

referred to as the Association. All persons owning a vested present interest in the fee title to any of the condominium units in any phase of Longwater Chase, which interest is evidenced by a proper instrument duly recorded in the Public Records of said county, shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. All of the affairs and property of the condominium and of the Association shall be controlled by the officers and board of directors of the Association. A copy of the Articles of Incorporation which has been filed with and certified by the Secretary of State of Florida is attached hereto and marked Exhibit "B". The Bylaws governing the operation of the condominium and of the Association are attached hereto and marked Exhibit "C". The Association shall have all of the rights and powers provided by the Condominium Act, the corporation statutes, the Articles of Incorporation, the Bylaws and this Declaration.

8. VOTING RIGHTS. Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of joint ownership of a condominium unit, the vote to which that unit is entitled shall be apportioned among the owners as their interests may appear, or may be exercised by one of such joint owners by written agreement of the remainder of the joint owners.

9. COMMON EXPENSES. The common expenses shall include:

(a) costs of operation, maintenance, repair and replacement of the common elements;

(b) costs of management of the condominium and administrative costs of the Association including professional fees and expenses;

(c) costs of water and sewerage service, electricity and other utilities which are not metered to the individual condominium units;

(d) costs of maintaining the landscaping in the private road right-of-way surrounding the pool area;

(e) damages to the condominium property in excess of insurance coverage;

(f) salary of a general manager, if deemed desirable by the membership, and his assistants and agents;

(g) premium costs of fire, windstorm, flood, and other property insurance and liability insurance as provided herein;

(h) initial cost of installation of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the common elements for the benefit of all the members, provided that any such items as shall exceed $10,000 in cost shall be approved by majority vote of the unit owners; and

(i) all other costs and expenses that may be duly incurred by the Association through its board of directors from time to time in operating, protecting, managing and conserving the condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws.

10. MAINTENANCE, REPAIR AND REPLACEMENT

A. BY THE ASSOCIATION. The Association shall maintain, repair and replace as part of the common expense all of the common elements, including but not limited to the exterior walls, roofs, foundations and slabs of the unit buildings, except those portions of the common elements which are to be maintained, repaired and replaced by the unit owners as provided hereinafter. The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the common elements or to another unit. Damages caused to a unit or its contents due to known and unknown defects in the common elements, or resulting from casualty loss, or due to water, heat, steam, smoke or other intrusion into the unit from or through the common elements or another unit shall be repaired, replaced or compensated for by the Association as part of the common expense, except to the extent such damage is covered by insurance maintained by the unit owner. The unit owner's insurer shall not have a right of subrogation for such damages against the Association. The exterior surfaces of walls in entranceways, patios, and porches shall be maintained by the Association notwithstanding that portions thereof are located within the boundaries of a unit.

B. BY THE UNIT OWNERS. Each unit owner shall maintain, repair and replace everything within the confines

of his unit which is not part of the common elements (except as otherwise provided herein), including but not limited to:

(a) paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceiling;

(b) all built-in shelves, cabinets, counters, storage areas, and closets;

(c) all refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus;

(d) all electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only the respective unit; all electric lines between the unit and its individual service panel or meter, and all water and waste lines between the unit and the main distribution lines;

(e) the heating and air conditioning system serving the unit regardless of whether it is located wholly within the boundaries of the unit or not;

(f) all landscaping and plantings located within interior or exterior gardens adjacent to a unit;

(g) all windows and sliding glass doors (glass in sliding glass doors must be replaced only with tempered glass);

(h) all interior doors, walls, partitions, and room dividers; and

(i) all furniture, furnishings and personal property contained within the respective unit.

In the event an owner fails to properly maintain and repair his unit, the Association, at the discretion of the board of directors, may make such repairs as the board may deem necessary and the cost thereof shall be assessed against such defaulting unit owner. The Association shall

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have a lien against a unit for the cost of any repairs it shall make thereto, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the rate of 10% per annum and reasonable attorneys' fee incurred by the Association in the collection thereof.

11. INSURANCE, DESTRUCTION AND RECONSTRUCTION. As agent for and in behalf of the unit owners and their respective mortgagees, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire condominium, including the common elements and the respective units and personal property of the Association, for the full replacement or insurable value thereof. The premium for such insurance shall be paid by the Association and shall be included in the assessment for common expenses. The Association board of directors shall have full authority as agents for the insureds to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association and the institutional first mortgagees shall be furnished mortgagee endorsements covering their respective interests. Each unit owner shall be responsible for insuring his own personal property within his unit and any improvements made by him within his unit which are not covered by the Association policy.

In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association treasurer. If said proceeds are in excess of $10,000 they shall be immediately paid over to a banking corporation having trust powers and selected by the board of directors, to be held by such bank in trust to be used for

the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Association board of directors. Said funds shall be disbursed upon written draw requests signed by the president or vice-president of the Association as reconstruction progresses. In the event said proceeds are not sufficient to pay the cost of such reconstruction and the trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the common expenses of the Association. The association's insurance carrier shall not have a right of subrogation against a unit owner, but if it is determined that the damage was proximately caused by the negligence of a unit owner, such unit owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds and the Association shall have a lien for such amount, plus interest at the rate of 10% per annum from the date of such assessments, and reasonable attorneys' fees, to the same extent that it has a lien for any unpaid assessments under the Condominium Act. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event such proceeds are less than $10,000, they need not be placed in trust but shall be held by the treasurer and applied directly by the board of directors for the above purposes.

In the event of a total or substantial destruction of all of the condominium improvements, the improvements shall be restored as above provided unless the owners of two-thirds (2/3) of the voting rights of the units in the condominium vote to terminate this condominium. In the event the condominium is to be terminated, then all owners of units will immediately convey all their right, title and interest to their respective units to the bank trustee

selected by the board of directors, to be held by such trustee in trust. The recording of each such conveyance to trustee in the public records of said county will have the immediate effect of releasing all liens upon the respective unit and shall cause their instantaneous transfer to that unit owner's share of the common surplus to be subsequently distributed by trustee as provided herein. Said trustee shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the units in this condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the condominium property, by whatever means the Association board of directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. After conveyance of title to the purchaser free and clear of all liens and encumbrances and after payment of reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, trustee shall apportion the remaining funds in its hands among the units in accordance with the respective values of the units immediately prior to such destruction as determined by three experienced real estate appraisers selected by the board of directors. Trustee shall distribute each unit's share of said funds jointly to the record title owners of each unit and the record owners of any mortgages or other liens encumbering such unit at the time of the recording of its conveyance to the trustee by the unit owner. All mortgages and other liens upon the respective units shall be fully released and discharged as provided herein even though the share of a particular unit in said funds is insufficient to

pay all liens in full; in such event the lienholders who had priority against the title to the unit shall have priority of payment of the unit's share of the common surplus. Nothing herein provided shall in any way relieve the unit owner of his personal liability for any deficiency which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustee. Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage or perfection of their liens. The provisions of this paragraph may be enforced by injunction, suit for specific performance or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

12. LIABILITY INSURANCE. The Association shall obtain and maintain public liability insurance covering all of the common elements and insuring the Association and the unit owners as their interests may appear in such amount as the board of directors may deem appropriate. The premiums for such insurance coverage shall be a part of the common expenses. The board of directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The unit owners shall have no personal liability upon any such claims and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular unit, as he may deem appropriate.

13. RESTRICTIONS UPON USE. No owner, tenant or other occupant of a condominium unit shall:

(a) use the unit for other than single family residence purposes;

(b) paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony or any exterior surface; place any sunscreen, blind or awning on any balcony or exterior opening; place any draperies or curtains at the windows of any unit without a solid, light color liner acceptable in color to the board of directors facing the exterior of the unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the board; plant any planting outside of a unit except upon written approval of the landscaping plan by the board of directors of the Association (except that no prior approval is necessary for plantings in the exterior garden); erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements; nor any of the foregoing without the prior written consent of the board;

(c) make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements; fasten light fixtures, shelving, pictures, mirrors, objets d'art, curtain rods and similar household items to the walls or ceiling of a unit unless they may be removed without substantial damage to the wall or ceiling structure; nor any of the foregoing without the prior written consent of the board;

(d) permit loud and objectionable noises or obnoxious odors to emanate from the unit nor play any organ or electronically amplified musical instruments or devices which may cause a nuisance to the occupants of other units in the sole opinion of the board;

(e) make any use of a unit which violates any laws, ordinances or regulations of any governmental body;

(f) fail to conform to and abide by the bylaws and the uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the board of directors, or fail to allow the board of directors or its designated agent to enter the unit at any reasonable time to determine compliance with the condominium act, this declaration, or the bylaws and regulations of the Association;

(g) erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the common elements, except with the written consent of the Association board of directors;

(h) permit or suffer anything to be done or kept in his condominium unit or in the common elements which will increase insurance rates on any unit or on the common property;

(i) commit or permit any nuisance, immoral, or illegal act in his unit or in or on the common elements;

(j) divide or subdivide a unit for purpose of sale or lease except to the owner of an adjacent unit, however a unit may be combined with an adjacent unit and occupied as one unit;

(k) obstruct the common way of ingress or egress to the other units or the common elements;

(l) hang any laundry, garments or other unsightly objects which are visible outside of the unit;

(m) allow anything to remain in the common areas which would be unsightly or hazardous;

(n) allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided

therefor, and each unit and the common elements shall at all times be kept in a clean and sanitary condition.

(o) allow any fire or health hazard to exist;

(p) make use of the common elements in such a manner as to abridge the equal rights of the other unit owners to their use and enjoyment;

(q) during the time a unit is leased, rented or occupied by others, the unit owner shall not have the right to use the common elements and facilities except as a guest of a unit owner or lessee;

(r) allow any animals to be kept in the unit other than one cat or one small dog as defined by the rules and regulations of the board of directors of the Association, and birds and fish, provided that in the event any become a nuisance to the other unit owners in the sole opinion of the board of directors, such animals shall be removed from the unit immediately; or allow any authorized pets to use the common areas except when on a leash accompanied by its owner and then only so long as the pet does not make a mess or otherwise disturb the common areas;

(s) park overnight commercial vehicles, trucks, boats, campers, trailers, mobile homes and similar vehicles in any parking area, except service vehicles during the time they are actually serving the unit or common elements; and

(t) enclose the entranceway, patio, porch or interior garden except with the written consent of the board of directors.

14. SALE OR TRANSFER OF UNIT. In recognition of the close proximity of the units and the compact living conditions which will exist in this condominium, the mutual utilization and sharing of the common elements and common recreational facilities, and the compatibility and congeniality which must exist between the unit owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the board of directors of the Association, or its duly authorized officers, agent or committee, to approve in writing all sales or transfers of title of a unit before such sale or transfer shall be valid and effective. Written application for such approval shall contain such information as may be required by application forms promulgated by the board and shall be accompanied by a transfer fee as required by regulation of the board. When considering such application, consideration shall be given to good moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser or transferee. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance.

In the event a sale or transfer is disapproved or no action is taken by the board or its duly authorized officers, agent or committee within 15 days after receipt of said application, and the unit owner intends to close in spite of such disapproval or inaction, the unit owner shall give the board an additional 30 days written notice of such intent prior to closing. In such event, the Association or any other unit owner shall have a right of first refusal to

purchase said unit for the identical price, terms and conditions, which right shall be exercised in writing delivered to the proposed seller or mailed to his address as shown on the Association records. In the event the Association is of the opinion that the price is not a bona fide sales price, then the sales price for purposes of the right of first refusal shall be the fair market value of the unit determined by the average of the values assigned by the written appraisals of three recognized real estate appraisers, one of whom shall be selected by the Association, one by the proposed seller and the third by the first two appraisers. The cost of such appraisals shall be divided between the Association and the proposed seller. If such right of first refusal is exercised by more than one, priority shall be given to the one who delivers in person or has his acceptance postmarked first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three days before the proposed closing date or within 10 days after the sales price is determined by appraisal, whichever is later, the transfer may be closed pursuant to the price and terms stated in the notice. Failure of a transferor to comply with these provisions for sale or transfer shall give the Association or any other unit owner a right to redeem the unit involved from the transferee at any time before the closing of such transfer and for a period of 6 months after the recording of such conveyance in the Public Records of said county, or 60 days after the board of directors is given formal written notice of such transfer, whichever period is shorter. The only condition to the exercise of such right of redemption shall be that

the transferee be reimbursed for that portion of the purchase price he has paid to that date. Immediately upon the tender of such sums the transferee shall convey all his right, title and interest to the one making the redemption. In addition to all other available remedies, the right of redempton may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Association or any unit owner to enforce the provisions of this paragraph against a unit owner or transferee who fails to comply therewith, the party bringing such proceedings shall be entitled to his costs and reasonable attorneys' fees as determined by the court, including appellate proceedings, if such party prevails.

The foregoing provisions shall not be applicable to purchasers at foreclosure sales of mortgages held by savings and loan associations, banks and insurance companies, or their subsidiaries or affiliates, or to conveyances or leases to or from such institutional first mortgagees or the Developer.

15. ASSESSMENTS AND LIENS. The board of directors of the Association shall approve annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each unit owner will be responsible for his unit's share of such annual assessment based upon its proportionate share of the common expenses as provided herein. One-fourth (1/4) of each unit's annual assessment shall be due and payable in advance to the Association on the first day of the first, fourth, seventh and tenth months of each fiscal year. In addition, the board of directors shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be

incurred during the fiscal year. Any assessments or other indebtedness owing by unit owners to the Association which are not paid when due shall be subject to a late penalty of 10% and shall bear interest from the due date until paid at the rate of 10% per annum. The Association shall have the remedies and liens provided by the Condominium Act with respect to unpaid assessments, which shall include any late charges, accrued interest and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including appellate proceedings, and the remaining installments of the assessment may be accelerated to maturity by giving the defaulting unit owner 10 days notice of intent to accelerate unless all delinquent sums are paid within that time. The board of directors may require each unit owner to maintain a minimum balance on deposit with the Association (not to exceed one-fourth of the current annual assessment) for working capital and to cover contingent expenses from time to time.

16. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. Notwithstanding any provisions of this Declaration, the written consent of all savings and loan associations, banks, and insurance companies or their subsidiaries or affiliates holding first mortgages upon any of the condominium units (herein sometimes referred to as "institutional first mortgagees") shall be first obtained prior to any amendments to this Declaration (except amendments for the purpose of adding subsequent phases as provided herein), the Articles of Incorporation, or the Bylaws; prior to the termination of the condominium; prior to the partition or subdivision of any unit; or prior to the abandonment, partition, subdivision, encumbrance, sale or transfer of the common elements. Such

institutional first mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours and, upon written request to the Association, shall be furnished written notification by the Association of any default by the mortgagor of a unit in the performance of such mortgagor's obligations under this Declaration or the Bylaws which are not cured within 30 days. Such institutional first mortgagees who obtain title to a unit through mortgage foreclosure or acceptance of deed in lieu of foreclosure shall not be liable for the share of common expenses assessed to such unit prior to the acquisition of such title, unless such share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage. Such mortgagee shall pay all common expenses assessed to such unit which shall come due during the period the unit is owned by the mortgagee, however.

17. RIGHTS OF DEVELOPER. Developer hereby reserves the right to elect directors of the Association in accordance with the provisions of Article XII of the Articles of Incorporation attached as Exhibit "B". Developer may terminate such rights by relinquishing control of the Association to the unit owners at any time prior to the time provided in the Articles of Incorporation.

It is recognized that at the date hereof, construction of all of the improvements and the units contemplated by the condominium plat described in Exhibit "A" may not be completed. Developer expressly reserves every right, necessary or desirable, relative to the common elements and the condominium property generally, for the purpose of constructing and completing said improvements and units and effecting sale or lease of all of the condominium units. Until all units are sold, Developer shall have the right to maintain one or more

model units to be used for display to prospective purchasers of units in Longwater Chase or other housing areas in The Meadows and may exhibit such signs and sales paraphernalia within the model units or in the common elements as may be desirable to effect such sales.

18. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance with and fulfillment of the provisions of the condominium act, this declaration, articles of incorporation, bylaws and the regulations and rules promulgated by the Association or its board of directors, shall entitle the Association or individual unit owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the court, including appellate proceedings. In the event the occupant of any unit shall refuse to comply with the regulations and rules, such occupant may be denied use of the recreation facilities of the condominium by the manager or the board until such default is corrected. During any period of default by a unit owner in the payment of any assessments against the unit, the Association may discontinue the supply of any utility services to such unit which are paid by the Association as part of the common expenses. Upon the correction of such default, the utility services shall be immediately restored and the expense of such discontinuance and restoration shall be assessed to the defaulting unit owner.

19. ACCESS EASEMENT. Each unit owner shall have a nonexclusive perpetual easement for ingress and egress to and from his respective unit through the common elements of

Longwater Chase and a perpetual easement for encroachments which may exist now or in the future by inaccuracies in construction, settlement or movement of the buildings, which encroachments shall be allowed to remain undisturbed until they no longer exist. The condominium unit owners, their guests, agents and invitees and service personnel, shall have a nonexclusive and perpetual right of ingress and egress over and across the "Private Road" known as "Glebe Farm Road" and the "limited private road" shown in Exhibit "A".

20. UTILITY EASEMENT. Developer hereby reserves for and on behalf of itself, its successors and assigns, perpetual easements for the installation, construction, repair, maintenance and replacement of private and public utility lines and services of all kinds under and over the surface of the condominium lands and recreation areas which are not occupied by buildings or other structures. The utility easements herein reserved may serve this condominium or other portions of The Meadows and The Commons. Utility easements may be granted by the Developer in its sole discretion to The Meadowood Management Company, Inc. or to any public or private utilities as Developer may deem necessary or desirable to provide utility services to any of the foregoing. All public and private utility companys rendering utility services to Longwater Chase shall have a perpetual nonexclusive easement over, across, under and through all of the common land areas of the condominium for the purpose of construction, installation, maintenance, repair and replacement of the utilities servicing this condominium and for the purpose of reading meters in connection therewith. In the event it is necessary to disturb the surface of the land for such purposes, the roadways, grass, landscaping and other improvements

which are disturbed shall be restored by the utility company as soon as practicable to their prior condition as nearly as possible.

21. ADJOINING FACILITIES. The lake which is near or adjacent to Longwater Chase is a man-made lake forming a part of the drainage system for The Meadows and The Commons. Developer and The Meadowood Management Company, Inc. reserve the right to vary the water level of said lakes from time to time depending upon the amount of rainfall and the required attenuation of surface waters necessitated by such rainfall. The golf course and other recreational facilities which may be constructed near to the condominium property are not part of the condominium, and the condominium unit owners shall have no right, title or interest therein except those rights granted under the Declaration of Maintenance Covenants and Restrictions on The Commons for The Meadows and by virtue of being members of The Meadowood Management Company, Inc.

22. ADDITIONAL PHASES. Developer intends to develop Longwater Chase in phases pursuant to Section 718.403, Florida Statutes. The land which may become part of the condominium and upon which each phase is to be built and the number and general size of the units included in each phase is shown in Exhibit "A" attached hereto and by reference made a part hereof. The anticipated phases of Longwater Chase are labeled Phase I through Phase V. Phase I constitutes the initial phase of Longwater Chase, which is hereby submitted to condominium ownership. Subsequent phases will be submitted to condominium ownership as a part of Longwater Chase by Developer executing amendments to this Declaration of Condominium and to the condominium plat attached as Exhibit "A", which amendments shall be recorded in the public records of Sarasota County. Such amendments adding phases shall not require the

execution thereof by individual unit owners or holders of recorded liens thereon (including institutional first mortgagees) or by the Association. Each such amendment shall take effect at the time of its recording in the public records of Sarasota County. At such time as each phase is added to the condominium, the common elements of the added phase shall merge with the common elements of the prior existing phases and will become part of one condominium. As each phase is added to the condominium, the percentage of ownership of the common elements and common surplus and the percentage of the common expenses of each respective unit will be reduced as provided in paragraph 4 hereinabove. In addition, as each phase is added, each added unit shall have one vote in the affairs of the Association which shall result in the diluting of the voting rights of the prior existing units. Although Developer contemplates developing all phases as shown on Exhibit "A", in the event any phase is not developed and added as a part of the condominium by December 31, 1981, the units shown in such phases will not become part of the condominium and will not share in the common elements, common surplus, common expenses or in the voting rights of the Association. Developer reserves the right to modify the size, configuration and location of units in future phases as well as the boundary lines of such phases prior to their recording in the public records as an amendment to this Declaration. Subsequent phases need not be added in numerical order as shown upon Exhibit "A" nor does a subsequent phase need to be contiguous to any prior existing phase.

23. AMENDMENTS. This Declaration may be amended at any time by affirmative vote of two-thirds (2/3) of all voting rights of all unit owners in Longwater Chase, except

that provisions relating to percentage of ownership and sharing of common expenses, rights of Developer, termination of the condominium, and the voting rights of members may be amended only with the written consent of all persons adversely affected thereby (except amendments which add subsequent phases as provided hereinabove). The articles of incorporation and bylaws may be amended by a simple majority vote of all voting rights of all members of the Association and to that extent this declaration may be amended without two-thirds (2/3) vote. No amendment shall be effective unless it be in writing, executed by the president or vice president and attested by the secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County. It shall not be necessary for the individual unit owners or holders of recorded liens thereon (except institutional first mortgage holders as herein provided) to join in the execution of any amendment, and the execution of any amendment by the president or vice president and attested by the secretary of the Association as provided herein shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this declaration, the articles of incorporation and the bylaws. Until such time as Developer shall have conveyed title to all units of all phases of Longwater Chase, no amendments to the declaration of condominium, articles of incorporation, or bylaws shall be effective without its written consent. By acceptance of a deed to a condominium unit, the grantee agrees for himself, his heirs, successors and assigns, and the holders of any mortgages, liens or other interests in or to any unit, that Developer shall have the right and irrevocable power to amend this Declaration and the exhibits recorded herewith as

may be necessary or desirable from time to time prior to the conveyance of all units in all phases by Developer to (a) identify, locate and dimension any units which are not completed at the date of this Declaration, (b) to correct any errors or omissions in the Declaration or any exhibits hereto; (c) to make the documents comply with the requirements of any statutory provisions or any state or federal rules or regulations or county ordinances; or (d) to gain acceptance or approval of any institutional mortgage lender or title insurer. Such amendments shall be executed by the Developer with written consent of all institutional first mortgagees, and the joinder or further consent of individual unit owners or holders of recorded liens or other interests therein or thereon shall not be required. All amendments shall take effect immediately upon recordation in the public records of Sarasota County.

24. TERMINATION. The condominium property may be removed from the provisions of this Declaration at any time by a vote of eighty per cent of the voting rights of all unit owners in Longwater Chase and unanimous written consent of all of the institutional first mortgage holders, by an instrument to that effect signed by the president or vice-president and secretary of the Association with the formalities of a deed and duly recorded in the public records of Sarasota County. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the banking trustee selected by the board of directors of the Association.

25. BINDING EFFECT. All provisions of the Declaration of Condominium shall be enforceable as equitable servitudes

and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

26. SEVERABILITY. If any provisions of this Declaration, the condominium plat, the articles of incorporation, or the bylaws or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned has signed and sealed this Declaration the 12th day of July, 1978.

Witnesses:

Kathleen Shaw

Mary J. Roberts

TAYLOR WOODROW BLITMAN PROPERTY CORP. OF FLORIDA

By: Milton Fowler
As its Vice President

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12th day of July, 1978, by MILTON FOWLER as Vice President of TAYLOR WOODROW BLITMAN PROPERTY CORP. OF FLORIDA, a Florida corporation.

Mary J. Roberts
Notary Public

My Commission expires:
Notary Public, State of Florida at Large
My Commission Expires Nov. 1, 1980
Bonded by Aetna Casualty & Surety Co.

OFF. REC. 1251 PG 745

JOINDER OF ASSOCIATION

LONGWATER CHASE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby joins in and consents to the foregoing Declaration of Condominium and hereby agrees to the provisions thereof and assumes the obligations imposed upon LONGWATER CHASE CONDOMINIUM ASSOCIATION, INC. therein.

IN WITNESS WHEREOF, the undersigned has caused this joinder to be executed in its name by its duly authorized officers and caused its corporate seal to be hereunto affixed this 12th day of July, 1978.

LONGWATER CHASE CONDOMINIUM ASSOCIATION, INC.

Kathleen Shaw

By Milton Fowler
As its President

Mary J. Roberts

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12th day of July, 1978, by MILTON FOWLER as President of LONGWATER CHASE CONDOMINIUM ASSOCIATION, INC.

Mary J. Roberts
Notary Public

My Commission expires:

CONSENT OF MORTGAGEE

The undersigned owner and holder of a mortgage lien upon the premises described in Schedule I attached hereto hereby consents to the submission of said lands to condominium ownership in accordance with the terms and provisions of the foregoing Declaration of Condominium.

Witnesses:

TAYLOR WOODROW HOMES LIMITED

By: _____

As its: Director

STATE OF FLORIDA

COUNTY OF SARASOTA:

The foregoing instrument was acknowledged before me this 12th day of July, 1978, by _____ as Director of TAYLOR WOODROW HOMES LIMITED, on behalf of the corporation.

Mary Jo Roberts
Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 1, 1980
Bonded by Aetna Casualty & Surety Co.

NOTARY PUBLIC

SCHEDULE I

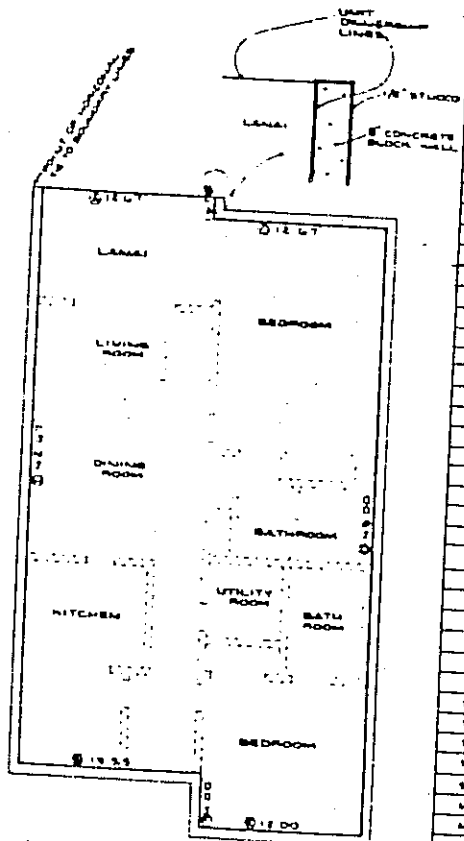
Commence at the westernmost corner of Parcel "G", The Meadows Unit 2 Subdivision recorded in Plat Book 24, pages 23 through 23G of the Public Records of Sarasota County, Florida; Thence S 52° 18'48" E along the southwesterly line of said Parcel "G" a distance of 341.70 feet; Thence N 56°03'15" E a distance of 136.05 feet to the point of beginning; Thence N 00°32'18" W a distance of 82.64 feet to the northerly line of said Parcel "G"; Thence N 89°27'42" E along said northerly line a distance of 320.73 feet; Thence S 16°03'45" E a distance of 93.41 feet; Thence N 89°27'42" E a distance of 35.00 feet; Thence S 00°32'18" E a distance of 110.00 feet; Thence S 57° 53'10" W a distance of 83.04 feet; Thence N 63 06'51" W a distance of 349.23 feet to the point of beginning containing 1.42 acres.

Subject to: Drainage easements and bicycle path easements shown on the survey and plot plan attached as Exhibit "A", which are hereby reserved by Developer for its benefit and the benefit of the owners of the various parcels of land in The Meadows.

OFF. REC. 1251 PG 748

LONGWATER CHASE

CONDOMINIUM BOOK ____ PAGE ____
SHEET ___ OF ___ SHEETS



TYPICAL TWO-BEDROOM UNIT

NOTE: DIMENSIONS SHOWN ARE PROPOSED. SEE CHART ADJACENT FOR ACTUAL MEASURED DIMENSIONS

UNIT	DIMENSIONS							
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16 A								
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UNIT	DIMENSIONS							
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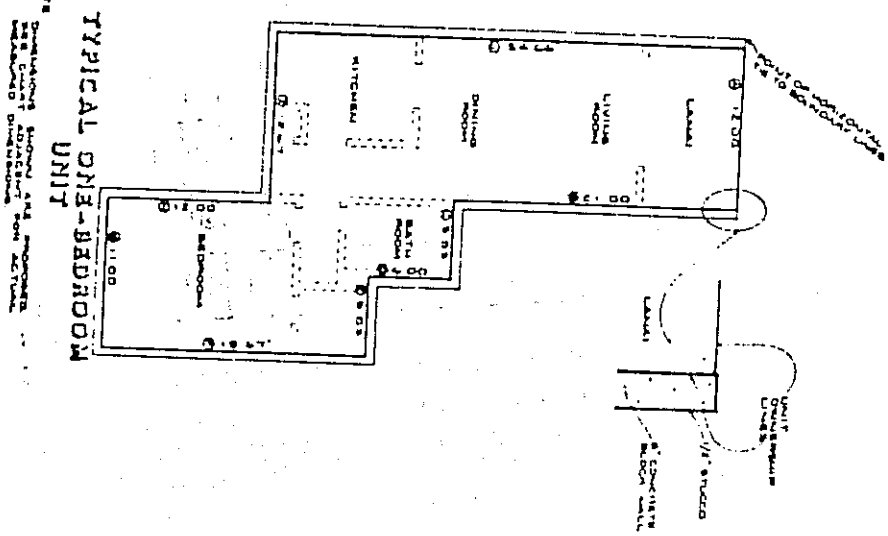
THIS CHART REPRESENTS AS BUILT MEASUREMENTS AFTER CONSTRUCTION OF THE IMPROVEMENTS.
THE LETTER "A" NEXT TO THE UNIT NUMBER INDICATES THE UNIT FLOOR PLAN IS THE REVERSE OF THE FLOOR PLAN SHOWN.

SMALLEY, WELLFORD & WALTERS, INC.
ENGINEERS AND SURVEYORS
SARASOTA, FLORIDA

LONGWATER CHASE

CONDOMINIUM BOOK ___ PAGE ___



THIS CHART REPRESENTS AS BUILT MEASUREMENTS AFTER CONSTRUCTION OF THE BUILDING.

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THE LETTER "A" NEXT TO THE UNIT NUMBER INDICATES UNIT FLOOR PLAN IS THE REVERSE OF THE FLOOR PLAN SHOWN

LONGWATER CHASE

UNITS	ELEVATION	DIMENSIONS	
	A	B	C
[illegible]	[illegible]		
[illegible]			
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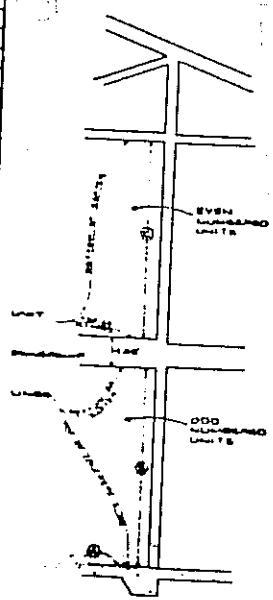
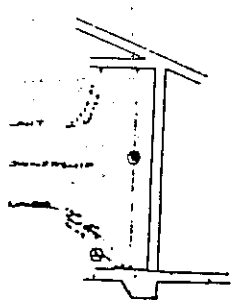


TWO STORY UNITS

UNITS	ELEVATION	DIMENSIONS
	A	B
[illegible]		
[illegible]		



ONE STORY UNITS

CONDOMINIUM BOOK _____
SHEET 1 OF 7 SHEETS

EXHIBIT "A" TO THE DECLARATION OF THE CONDOMINIUM RECORDED IN _____ PAGE _____ OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

LONGWATER CHASE

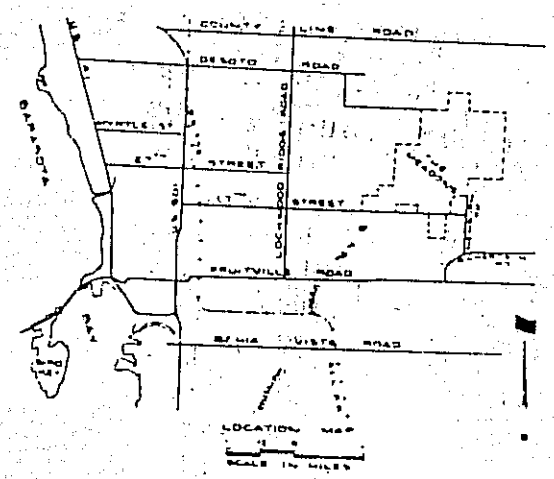
A CONDOMINIUM

IN SEC. 11, TWP. 38S., RGE. 18E.

SARASOTA COUNTY, FLORIDA

NOTES

1. ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
2. BEARINGS ARE BASED ON THE PLAT OF THE MEADOWS, UNIT 2 SUBDIVISION AS RECORDED IN PLAT BOOK 25, PAGES 22 THROUGH 24 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND DO NOT REFER TO THE TRUE MERIDIAN.
3. THE UNIT BOUNDARIES ARE AS FOLLOWS:
   a. VERTICAL STANDING BOUNDARIES:
      THE PLANES OF THE UNFINISHED INTERIOR SURFACE OF THE CONCRETE OUTER WALLS AND THE PLANES EXTENDED VERTICALLY UPWARD FROM THE EXTERIOR EDGES OF THE LOWER SLAB. SEE SHEET 5 AND 6.
   b. HORIZONTAL STANDING BOUNDARIES:
      LOWER GROUND FLOOR: THE PLANES OF THE UPPER SURFACE OF THE UNFINISHED CONCRETE SLABS SERVING AS THE UNIT FLOORS.
      LOWER SECOND FLOOR: THE PLANE OF THE UPPER SURFACE OF THE PLYWOOD SUBFLOOR.
      UPPER: THE INTERSECTION PLANES OF THE LOWER SURFACE OF THE UNFINISHED ROOF BEAMS.
   c. LANDS ARE PART OF THE UNIT.
4. IMPROVEMENTS WITHIN THE COMMON ELEMENTS SUCH AS BUT NOT LIMITED TO WATER METERS, WATER LINES, STORM SEWERS, SEWERS, SIDEWALKS POOL AND TANKS HAVE NOT BEEN LOCATED.
5. BUILDINGS AND IMPROVEMENTS AS SHOWN ON THIS EXHIBIT ARE PRACTICALLY ACCURATE WITH TIES FROM ARCHITECTURAL PLANS AND OF THE DEVELOPER CONSTRUCTED IMPROVEMENTS.
6. BUILDINGS "A" AND "B" ARE UNDER CONSTRUCTION AND ARE NOT SUBSTANTIALLY COMPLETE.
7. Until construction of the buildings and improvements are substantially completed, the respective units shall occupy the air space bounded by the planes as located and dimensioned herein without reference to the physical improvements described above.



CERTIFICATE OF SURVEYOR

I, DAVID S. HALLY, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFY THAT THIS EXHIBIT, CONSISTING OF SHEETS 1 THROUGH 7 INCLUSIVE, TOGETHER WITH THE WORDING OF THE DECLARATION OF CONDOMINIUM OF LONGWATER CHASE, A CONDOMINIUM, IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

DATE OF SURVEY 7/24/78

DESCRIPTION

PARCEL "A", THE MEADOWS, UNIT 2, SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 25, PAGES 22 THROUGH 24, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, CONTAINING 5.14 ACRES.

SMALLY, WELLFORD & SALVER
CONSULTING ENGINEERS AND SURVEYORS
SARASOTA, FLORIDA

LONGWATER CHASE

CONDOMINIUM BOOK