

DECLARATION OF CONDOMINIUM

of

MORNINGSIDE

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DECLARATION OF CONDOMINIUM

of

MORNINGSIDE

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KNOW ALL MEN BY THESE PRESENTS, that TAYLOR WOODROW HOMES FLORIDA INC., a Florida corporation, hereinafter called Developer, does hereby submit to condominium ownership pursuant to Chapter 718, Florida Statutes, 1985 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 legal description of Phase 1 of MORNINGSIDE set forth on the condominium plat attached hereto as Exhibit "A" and by this reference made 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, 1985, known as the "condominium act," is incorporated herein by reference and all provisions thereof shall apply to this condominium, provided that the terms and provisions of this declaration shall control to the extent the statute authorizes a variance by the terms of a declaration of condominium or other condominium documents.

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

3. CONDOMINIUM PLAT. 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 (herein called "condominium plat") is attached hereto as Exhibit "A" and is recorded in Condominium

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Book 25 at pages 37-37F, Public Records of Sarasota County, Florida. The locations, dimensions, descriptions, identification and numbering or lettering of the respective condominium units shall be described in the condominium plat and any subsequent amendments thereto as hereinafter provided. A unit shall consist of the space defined in the condominium plat. In the event the actual physical location of any unit at any time does not precisely coincide with the condominium plat and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in the condominium plat and subsequent amendments. In the event of a total or substantial destruction of any building, the locations, dimensions and descriptions of the respective units as contained in the condominium plat and subsequent amendments will control.

4. OWNERSHIP OF COMMON ELEMENTS AND SHARING COMMON EXPENSES.

Each unit in the condominium shall have an equal share in the ownership of the common elements and common surplus and in the sharing of the common expenses of the condominium. As additional units are added to the condominium by the submission of subsequent phases to condominium ownership, the share of each unit will be adjusted to equal a fraction whose numerator is one and whose denominator is the total number of units then comprising the condominium.

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. The common elements shall include but not be limited to:

- (a) all of the above described land and all easements appurtenant thereto;
- (b) all improvements and parts thereof which are not included within the boundaries of the respective condominium units;

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- (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 (except garages or carports which are part of the unit), 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;
- (i) all lands added to the condominium in subsequent phases pursuant to the provisions of paragraph 20; and
- (j) 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.

The unit owners in the aggregate shall be entitled to equal and full use and enjoyment of all the common elements (except limited 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 driveway and land under a unit and all heating and air conditioning equipment serving a unit and located outside of the unit are limited common elements for the exclusive use of the owner of the unit to which they are appurtenant. Entry areas to certain unit types are designated as limited common areas, as set forth in the floor plans attached to the condominium plat.

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6. THE MEADOWS COVENANTS. The condominium is part of the land being developed by Taylor Woodrow Homes Limited 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 Amendments thereto recorded in Official Records Book 1137, page 1968, Official Records Book 1326, page 882, Official Records Book 1428, page 552, and Official Records Book 1693, pages 2127 and 2130, in the Public Records of Sarasota County and any subsequent amendments thereto. The land is also subject to the Declaration of Restrictions for Multi-Family Developments at The Meadows recorded in Official Records Book 1518, page 1525, Public Records of Sarasota County, Florida, and to the provisions, restrictions and easements contained in the Warranty Deed which conveys the fee simple title from Taylor Woodrow Homes Limited to Developer. Such person owning a vested present interest in the fee title to a condominium unit shall automatically be a member of the nonprofit corporation known as The Meadowood Management Company, Inc., ("Meadowood") which will operate, maintain, improve and manage The Commons of The Meadows. Annual maintenance assessments are payable by unit owners to Meadowood pursuant to the said Declaration. The unit owners shall comply with and abide by the terms and provisions of the above documents and the condominium association shall perform the responsibilities and agreements undertaken by the Developer thereunder.

7. ASSOCIATION. The corporation which will be responsible for the operation of the condominium will be an incorporated association known as MORNINGSIDE CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation, herein referred to as the Association. All persons owning a vested present interest in the fee title to any of the condominium units as evidenced by a proper instrument duly recorded in the public records of Sarasota 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.

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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. The vote shall be cast in the manner provided in the Association bylaws.

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) damages to the condominium property in excess of insurance coverage;
- (e) salary of a manager or managers and their assistants and other employees, as shall be determined by the board of directors of the Association;
- (f) premium costs of fire, windstorm, flood, and other property insurance and liability insurance as provided herein;
- (g) 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 if the cost of any of such items shall be more than 10 percent of the amount of the total annual budget of the Association, the purchase or installation of such items shall first be approved by the members of the Association;

- (h) 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. The respective obligations of the Association and the unit owners to maintain, repair and replace the condominium property shall be as follows:

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. If the board of directors determines that any maintenance, repair, or replacement required to be made by the Association was necessitated by the carelessness, negligence, or intentional act of a unit owner, his lessees, invitees, or guests, the cost of such maintenance, repair, or replacement shall be assessed against the unit owner and shall be payable by such unit owner within 30 days after delivery of written notice of the assessment. Neither the Association nor any unit owner shall be liable for any damage to the property or person of any other unit owner or occupant caused by water intrusion into a unit through the common elements or from another unit resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source, unless the Association or unit owner is guilty of gross negligence or willful and wanton misconduct.

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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 including those parts of the system which are located outside of the boundaries of the unit;
- (f) all windows, screening and sliding glass doors (glass in sliding glass doors must be replaced only with tempered glass);
- (g) all interior doors, walls, partitions, and room dividers; and
- (h) 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 and shall be payable within 30 days after delivery of written notice of the assessment to the unit owner. The Association shall have such lien rights, if any, as are permitted by the condominium act for unpaid Association assessments of this nature, plus interest at the maximum rate allowed by law and reasonable attorneys' fee incurred by the Association in the collection thereof.

11. INSURANCE, DESTRUCTION AND RECONSTRUCTION. Except as otherwise provided herein, the Association, as agent for and in behalf of the unit owners and their respective mortgagees, the

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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. In the event institutional first mortgage lenders upon units in the condominium require flood insurance coverage, the Association shall maintain flood insurance coverage in at least the required amount. The premium for all 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 (1) his own personal property within his unit, (2) any alterations or additions to his unit made by him or by any of his predecessors in title other than Developer; and (3) all paint, finishing, covering, wallpaper, and decoration of the interior surfaces of all walls, floors, ceilings, and doors bounding, or contained within, his unit. Each unit owner shall also be responsible for insuring any improvements installed within an area assigned or designated as a limited common element that such unit owner is obligated to maintain pursuant to paragraph 10. Notwithstanding the foregoing, any insurance otherwise required to be maintained by the unit owners by the terms hereof may be included in the insurance coverage purchased by the Association and paid for as part of the common expenses, if so authorized by the Association board of directors.

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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. If the proceeds are in excess of an amount equal to the total annual budget, they shall be immediately paid over by the Association to a banking corporation having trust powers selected by the Association board of directors. The proceeds shall be held by the bank in trust and used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the board of directors. The insurance carrier shall not be responsible to assure that the proceeds are paid over to the trustee or are properly applied as provided herein. The bank shall disburse that proceeds held by it upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event the proceeds are not sufficient to pay the cost of the 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 any unit owner, but if it is determined by the board of directors that the damage was proximately caused by the gross negligence or willful and wanton misconduct or intentional acts of a unit owner, such unit owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds, which sum shall be payable by such unit owner within 30 days after delivery or written notice of the assessment. In the event the insurance proceeds are less than the amount of the total budget, they need not be placed in trust but shall be held by the Association 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 of the units in this condominium and two-thirds of the units in all other condominiums, if any, operated by the Association vote to terminate this condominium. Except for the consent of institutional first mortgagees and Developer pursuant to paragraphs 16 and 17, no further consent from any other person or entity shall be necessary to effectuate a termination of the condominium in the manner above described. In the event the condominium is to be terminated, then all owners of units shall 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 the trustee in the Public Records of Sarasota 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 funds to be subsequently distributed by the trustee as provided herein. Upon recording an instrument evidencing the termination of the condominium, the proportional share of each unit owner in the condominium property and, to the extent allowed by law, in all funds distributed by the trustee as herein provided shall be established in accordance with the respective values of the units prior to the destruction as such values are determined by three experienced real estate appraisers selected by the board of directors.

The 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. The trustee may make partial distributions of each unit's share of the funds collected by the trustee at

such times and in such aggregate amounts as the trustee and the Association board of directors may deem appropriate. In determining the amount of any partial distribution, the trustee and the Association board of directors shall ensure that sufficient funds are retained by the trustee to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the trustee has collected all insurance proceeds and all proceeds from the sale of the condominium property and, to the extent applicable, the assets of the Association and has paid all applicable Association liabilities and reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, the trustee shall make a final distribution of each unit's share of the remaining funds held by the trustee.

Any distribution, whether partial or final, of a unit's share of the funds held by the trustee shall be made jointly to the record title owner of the unit and the record owners of any mortgages or other liens encumbering the unit at the time of the recording of the 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 the funds distributed by the trustee 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 such funds.

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 shall be deemed to have evidenced their acceptance and consent to the foregoing provisions of this paragraph 11 by the acceptance of their mortgage or perfection of their liens. The provisions of this paragraph 11 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 residence purposes;
- (b) do any of the following without prior written consent of the Association board of directors: paint or otherwise change the appearance of any exterior wall, door, window, patio or any exterior surface; place any sunscreen, blind or awning on any exterior opening; place any draperies or curtains at the windows of any unit without a solid, light color liner 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; plant any planting outside of a unit; erect any exterior lights or signs; place any signs or symbols in windows or on any exterior surface; erect or attach any structures or fixtures within the common elements; 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; nor fasten any objects to the walls or ceiling of a unit unless they may be removed without substantial damage to the wall or ceiling structure;
- (c) permit loud and objectionable noises or obnoxious odors to emanate from the unit which may cause a nuisance to the occupants of other units in the sole opinion of the board;

- (d) make any use of a unit which violates any laws, ordinances or regulations of any governmental body;
- (e) fail to conform to and abide by this declaration, the articles of incorporation and bylaws of the Association, 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 articles, bylaws and rules and regulations of the Association;
- (f) 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;
- (g) 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;
- (h) commit or permit any public or private nuisance in the unit or in or on the common elements;
- (i) 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);
- (j) obstruct the common way of ingress or egress to the other units or the common elements;
- (k) hang any laundry, garments or other unsightly objects which are visible outside of the unit;
- (l) allow anything to remain in the common areas which would be unsightly or hazardous;
- (m) allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and or fail to keep the unit and the limited common elements appurtenant thereto in a clean and sanitary condition at all times;
- (n) allow any fire or health hazard to exist in or about the unit;
- (o) make use of the common elements in such a manner as to abridge the rights of the other unit owners to their use and enjoyment;
- (p) rent or lease a single room or less than an entire unit;
- (q) allow any animals to be kept in the unit other than customary family pets such as one dog, one cat, caged birds, and small marine animals in aquariums,

all of which shall be kept in conformity with the rules and regulations of the board of directors of the Association, provided that in the event any animal becomes a nuisance to the other unit owners in the sole opinion of the board of directors, such animal 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;

- (r) park overnight any commercial vehicle, truck, boats, camper, motor home, trailer, mobile home or similar vehicle in any parking area (other than in an enclosed garage), except as may be permitted in writing by the board and except service vehicles during the time they are actually serving the unit or common elements;
- (s) store a golf cart any place other than in a carport or garage; or
- (t) enclose a lanai or patio with anything other than a glass enclosure without the written consent of the board of directors and the Developer. All glass enclosures are to be of a design approved in writing by the Developer so long as Developer has any units for sale in the ordinary course of business, and thereafter by Meadowood; or
- (u) discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain or portion of the common elements so as to harmfully affect any lawn or landscaping or pollute The Meadows drainage system.

14. SALE, TRANSFER, LEASE OR OCCUPATION 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, transfers or leases or occupation in excess of six (6) months, of a unit before such sale, transfer, lease or occupation 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, transferee, lessee or occupant. 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. A lessee shall not assign his lease or sublet his condominium unit without the prior written approval of the board of directors or its duly authorized officers or committee.

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In the event a lease, sublease, or occupation of a unit is disapproved, the unit shall not be leased, subleased or so occupied. 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

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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 Sarasota 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 redemption 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 14 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 institutional first mortgagees or Developer or to conveyances or leases to or from such institutional first mortgagees or 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 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 bear interest from the due date until paid at the rate of 18% per annum or such other legal rate as may be established by resolution of the board. The Association shall have the remedies and liens provided by the condominium act with respect to unpaid assessments, which shall include late charges, accrued interest and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or other indebtedness or enforcement of such lien, including attorneys' fees for appellate proceedings. If a special assessment is payable in installments and a unit owner defaults in the payment of an installment, the remaining installments of the assessment may be accelerated to maturity by the Association 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 in an amount which shall not exceed one-fourth of the current annual assessment, to provide for working capital and to cover contingent expenses of the Association from time to time.

16. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. All savings and loan associations, banks, and insurance companies, or their subsidiaries or affiliates, holding first mortgages upon any of

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the condominium units are herein referred to as "institutional first mortgagees." The termination of the condominium and any amendments to the provisions of this Declaration shall require the written consent of institutional first mortgagees holding at least 51 percent of such first mortgages, except for amendments adding phases pursuant to paragraph 20 and amendments by Developer pursuant to paragraph 17 which do not require such consent. Such consent shall not be unreasonably withheld. Any institutional first mortgagee that acquires title to a unit through mortgage foreclosure or acceptance of a deed in lieu of foreclosure shall not be liable for any assessments levied against such unit which became due prior to the acquisition of such title unless a claim of lien for such assessments was recorded prior to the recording of the mortgage.

17. RIGHTS OF DEVELOPER. Developer hereby reserves the right to elect, remove, and replace from time to time the directors of the Association in accordance with the provisions of the Association's articles of incorporation and bylaws. Developer may terminate such right by relinquishing control of the election of the board of directors to the unit owners at any time. As long as Developer holds units in this condominium for sale in the ordinary course of business, this declaration shall not be amended nor the condominium terminated without the written consent of Developer.

At the time of recording this Declaration, construction of all of the condominium units and improvements has not been completed. Developer reserves all necessary rights and easements with respect to the condominium property, to complete such construction and to effect the sale or lease of all of the condominium units. As long as Developer holds units in any condominium in The Meadows project for sale in the ordinary course of business, Developer shall have the right to exhibit such signs and sales paraphernalia as may be desirable to effect such sales and may use one or more of the units and the common elements for

offices, models, and other uses appropriate for the promotion of sales and for the development and management of property in The Meadows project.

18. EASEMENTS. The respective rights and obligations of the unit owners, the Association, Developer, and others concerning easements affecting the condominium property shall include the following:

- (a) Reserved and Granted by Developer. Developer hereby reserves for the benefit of itself, its successors and assigns and hereby grants unto Meadowood and Taylor Woodrow Homes Limited, and their successors and assigns, perpetual, nonexclusive easements in gross for ingress and egress and for the installation, construction, repair, maintenance, and replacement of lines, pipes, wells, drains, conduits, catch basins, cables, equipment, apparatus, structures, roads, driveways, and other improvements for private or public utility services of all kinds, including without limitation, water, sewer, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal, over, under, through, and across the easements shown upon the condominium plat and that part of the common elements which is not occupied by buildings or other improvements. The easements herein reserved and granted may serve this condominium or other portions of The Meadows.
- (b) Granted to Unit Owners. Each unit owner and his guests and invitees are hereby granted a nonexclusive perpetual easement for ingress and egress to and from his respective unit through the common elements to and over the private roads at The Meadows. Each unit owner shall have a perpetual easement for encroachments which may exist now or in the future by inaccuracies in construction or settlement or movement of the building, which encroachments shall be allowed to remain undisturbed until they no longer exist.
- (c) Granted to Utilities. There is hereby granted to all public and private utility companies rendering utility services to the condominium as of the time of recording of this declaration a perpetual nonexclusive easement for the construction, installation, maintenance, repair, and replacement of the equipment, structures, and other improvements by which such utility services are respectively provided over, under, across, and through such unimproved portion of the common elements as may be reasonably necessary therefor. The use of any easement granted hereunder shall not include the right to disturb any building or structure on the common elements, and any damage caused to same shall be repaired at the expense of the company causing such damage. In the event a utility company's use of an easement granted hereunder causes a disturbance of the surface of the land, the roadways, grass, landscaping, and other improvements which are disturbed shall be restored promptly by the utility company as nearly as possible to their prior condition.

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(d) Authority of Association. The Association shall have the right and authority to grant easements under, over, across, and through the condominium property to such persons or entities and for such purposes as the Association board of directors may deem appropriate by recording in the public records of Sarasota County, an instrument duly executed by the president or vice-president of the Association.

19. **ADJOINING FACILITIES.** The lakes and canals at The Meadows are part of the drainage system for The Meadows and are not part of the condominium. Developer reserves unto itself, its successors and assigns and grants unto Meadowood and its successors and assigns the right to use the water from the lakes and canals for irrigation purposes at The Meadows and to vary the water level as may be necessary due to the amount of rainfall and the required attenuation of surface waters necessitated by such rainfall. Developer reserves unto itself, its successors and assigns and grants unto Meadowood and its successors and assigns an easement in gross for drainage and for lake maintenance as shown on the condominium plat to provide for drainage of The Meadows and access to any abutting lakes or canals for maintenance thereof. The Association shall be responsible for the irrigation, mowing and maintenance of the grass area and landscaping between the boundary line of the condominium lands and the water line of any abutting lakes or canals, and between the condominium boundary line and the paved portion of adjoining streets and roads. The golf courses and other recreational facilities which may be constructed at The Meadows are not part of the condominium and the unit owners have no right, title or interest therein by virtue of their ownership of a condominium unit. No structure shall be erected above the surface of the ground within the area between the boundary of the condominium land and the "golf course setback line" shown on the condominium plat, where applicable.

20. **PHASED DEVELOPMENT.** Developer intends to develop this condominium in four phases pursuant to the provisions of Section 718.403, Florida Statutes 1985. There are 14 units in Phase 1.

There are 20 units proposed for Phase 2, and 16 units proposed for Phase 3. There will be no units in Phase 4. Developer will not vary the number of units within each phase. If all phases were to be submitted to condominium ownership the condominium would contain a total of 50 units.

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 are shown on the condominium plat. Prior to submission of any phase to condominium ownership, Developer may make nonmaterial changes in the legal description of the phase, which changes will be set forth in the amendment adding the phase to condominium. Phase 1 constitutes the initial phase of the condominium and is hereby submitted to condominium ownership. Each other phase will become part of the condominium only when and if such phase is submitted to condominium ownership by the recording of an amendment to this Declaration in the public records of Sarasota County. Such amendment shall not require the execution, joinder, or consent of individual unit owners or holders of recorded liens thereon (including institutional first mortgagees) or the Association. Such amendment shall take effect at the time of recording.

When a phase is added to the condominium, the common elements of such phase shall merge with the common elements of prior phases and will become part of one condominium, and the share of the common expenses, common elements, and common surplus of each unit will be adjusted as provided in paragraph 4. In addition, when a phase is added, each added unit will have one vote in the affairs of the Association, which will result in the diluting of the voting rights of the prior existing units. If a phase is not developed and added as a part of the condominium by a date not later than seven years after date of recording of this declaration of condominium, the units shown in such phase will not become part of the condominium and will not share in the common elements, common surplus, or common expenses of

O.R. 1847 PG 1357

O.R. 1847 PG 1358

the condominium nor will they acquire any voting rights in the Association (unless the property within such phase is subsequently developed as a separate condominium that the Association agrees to operate, in which case each unit in such separate condominium would acquire one vote in the affairs of the Association). Time-share estates will not be created with respect to the units in any phase.

A swimming pool and deck will be constructed on the Phase 4 property, and lounge chairs, pool furniture, and related personal property will be provided for these facilities. However, if Phase 4 is not added as a part of the condominium, none of these facilities or personal property will be constructed or provided to unit owners in the condominium.

The approximate location and general size of the buildings, improvements, and units proposed to be constructed in each phase is set forth on the condominium plat. Developer reserves the right to modify the number of buildings in each phase and the number of units in each building from that shown on the condominium plat. No phase, however, will contain more than ten residential buildings or less than three buildings (except for Phase 4, which will not contain any residential buildings). No residential building will contain more than six units or less than two units. Regardless of any variation in the number of buildings in a particular phase from that number reflected on the condominium plat there will be no variation in the number of units within a particular phase from the number set forth in this paragraph 20. Developer also reserves the right to modify the design, elevation, size, configuration, location, and directional bearing of the buildings, improvements, and units in each phase from that shown on the condominium plat.

The actual size and configuration of any unit depends upon the floor plan selected for the unit. The unit floor plans presently available are depicted on the condominium plat. The configuration, location, and size of each building and unit whose

construction has been substantially completed as of the recording of this Declaration, and the floor plan for each such unit, is shown on the condominium plat recorded herewith. Although a specific floor plan is designated on the plat for each uncompleted unit, Developer reserves the right to construct any such unit according to any floor plan now or hereafter made available. In no event, however, will any unit in the condominium be more than 2,500 square feet, or less than 1,100 square feet, in size. As construction of a building is completed, the configuration, location, and size of the building and the units contained therein, and their respective floor plans, shall be designated by an appropriate amendment to the condominium plat.

Developer's intent in reserving the right to construct uncompleted buildings and units according to modified plans is to accommodate to a reasonable extent the building and unit type preferences of purchasers of units that are uncompleted at the time of purchase. Developer's right to establish the floor plans for units in any building and to otherwise modify the design, elevation, size, configuration, location, and directional bearing of such building and the units contained therein shall terminate upon the recording of a surveyor's certificate certifying to the substantial completion of the building and establishing the building's "as-built" location and dimensions.

21. **LIMITATION ON USE OF RECREATIONAL FACILITIES.** In order to conserve the recreational facilities available to this condominium and to preserve such facilities for the maximum enjoyment and pleasure of all concerned, the use of such facilities shall be limited only to the immediate persons in residence in any unit from time to time and their occasional guests. In the event a unit is rented, the tenant and his family and occasional guests may use such facilities to the exclusion of the owner of the unit and his family. Persons in residence in units owned by multiple or corporate owners shall

be entitled to use such facilities during periods of such residence to the exclusion of the other multiple owners or corporate officials or their invitees.

22. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default by a unit owner, tenant or occupant of a unit in complying with the provisions of the condominium act, this declaration, articles of incorporation, bylaws and the regulations and rules promulgated by the Association board of directors, shall entitle the other unit owners or the Association 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 for trial and appellate proceedings.

23. AMENDMENTS. This Declaration may be amended at any time by affirmative vote of the owners of two-thirds of the units, except that provisions relating to percentage of ownership and sharing of common expenses, voting rights of the unit owners, and termination of the condominium may be amended only with the written consent of all persons adversely affected thereby. The rights granted to institutional first mortgagees, the rights and easements reserved by Developer, and the rights and easements granted to Taylor Woodrow Homes Limited, Meadowood, and private and public utilities under the terms of this Declaration or the condominium plat may not be amended or terminated without the written consent of the parties involved. 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 vote.

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Except for amendments by Developer as provided herein, 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. Any amendment so executed and recorded 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. 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 or consent the execution of any amendment. Until such time as Developer shall have conveyed title to all of the units in the condominium, no amendments to the declaration, articles of incorporation, or bylaws shall be effective without its written consent.

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 by Developer to (a) identify, locate and dimension any units which are not completed at the date of this Declaration and to provide surveyor certificates of completion, (b) correct any errors or omissions in the declaration or any exhibits hereto; (c) make the documents comply with the requirements of any statutory provisions or any state or federal rules or regulations or county ordinances; or (d) gain acceptance or approval of any institutional mortgage lender or title insurer. Such amendments shall be executed by Developer, and the joinder or further consent of individual unit owners or holders of recorded liens or other interests therein, including institutional first mortgagees, 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 and the condominium terminated at any time by a vote of eighty percent of the voting rights of all unit owners, provided such termination shall have the written consent of the institutional first mortgagees as provided in paragraph 16 and the written consent of Developer. The termination shall be effected by an instrument in writing 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. NO TIME SHARING. No individual condominium units nor the entire condominium shall create time-share estates or interval ownership estates nor may any unit owner or the Association allow such use.

26. BINDING EFFECT. All provisions of the declaration 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 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.

27. SEVERABILITY. If any provisions of this declaration, the condominium plat, the articles of incorporation, or the by-laws or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid by a court of competent jurisdiction, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, Developer has caused this declaration to be signed by its duly authorized officers the 30th day of October, 1985.

O.R. 1847 PG 1363

Witnesses:

Lyman E. Kaiser
Julia C. Abge

TAYLOR WOODROW HOMES FLORIDA INC.

By: [Signature]
As its President

Attest: [Signature]
As its Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30th day of October, 1985, by Roger Postlethwaite and Thomas Brown as President and Secretary, respectively, of TAYLOR WOODROW HOMES FLORIDA INC., a Florida corporation, on behalf of the corporation.

Margaret M. Sefton
Notary Public
My Commission Expires: 9-11-87

JOINDER OF ASSOCIATION

MORNINGSIDE 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 it therein.

O.R. 1847 PG 1364

IN WITNESS WHEREOF, the corporation 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 30th day of October, 1985.

Witnesses:

Thomas E. Kava
Julia C. Hagen

MORNINGSIDE CONDOMINIUM ASSOCIATION, INC.

By 1-3
 As its President

Attest:
Jerree Amodio
 AS its Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30th day of October, 1985, by Thomas Brown and Jerree Amodio as President and Secretary, respectively, of MORNINGSIDE CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation, on behalf of the corporation.

Margaret M. Stokes
Notary Public
My Commission Expires: 9-11-87

APPROVAL OF TAYLOR WOODROW HOMES LIMITED

TAYLOR WOODROW HOMES LIMITED, a corporation existing under the laws of the United Kingdom and authorized to do business in the State of Florida ("Taylor Woodrow"), the developer of The Meadows, hereby agrees that:

1. it approves and consents to the foregoing Declaration of Condominium of Morningside;
2. said Declaration and the improvements described therein and in the Condominium Plat comply with the requirements of the Declaration of Restrictions for Multi-Family Development at The Meadows recorded in Official Records Book 1518, page 1525, of the Public Records of Sarasota County, Florida;

O.R. 1847 PG 1365

- 3. said Declaration and the improvements described therein and in the Condominium Plat comply with the requirements of the Warranty Deed which conveyed the fee simple title to the condominium lands from Taylor Woodrow to the Developer; and
- 4. the development and construction of the improvements upon the condominium property are hereby approved and the construction of the first phase of the condominium commenced prior to the date required by said Warranty Deed and Taylor Woodrow hereby releases its option to repurchase the undeveloped portion of the subject premises.

IN WITNESS WHEREOF, Taylor Woodrow has caused this Approval to be executed in its name by its duly authorized officers and caused its corporate seal to be hereunto affixed this 30th day of October, 1985.

Witnesses:

[Signature]
[Signature]

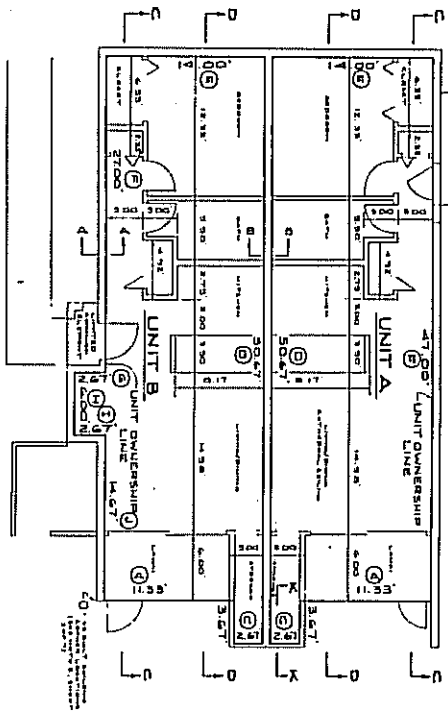
TAYLOR WOODROW HOMES LIMITED
 By: [Signature]
 AS Director & Authorized Agent
 Attest: [Signature]
 AS Assistant Secretary

STATE OF FLORIDA
 COUNTY OF SARASOTA

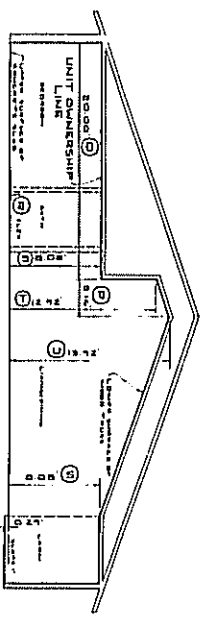
The foregoing instrument was acknowledged before me this 30th day of October, 1985, by ROGER F. POSTLETHWAITE as Director and Agent, and THOMAS BROWN as Assistant Secretary, of TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom, on behalf of the corporation.

[Signature]
 Notary Public
 My Commission Expires:
 9-11-87

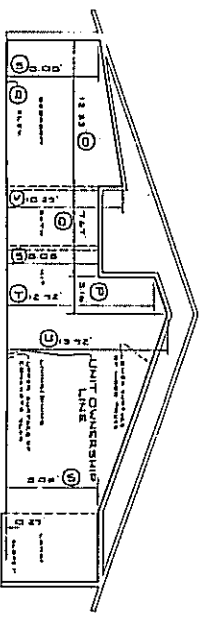
MORNINGSIDE



TYPICAL FLOOR PLAN
PERIMETRICAL BOUNDARIES



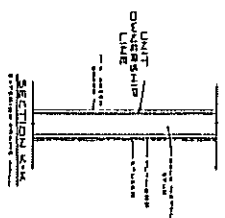
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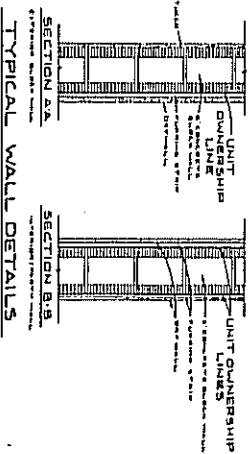
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RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

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SECTION AA



SECTION BB
TYPICAL WALL DETAILS

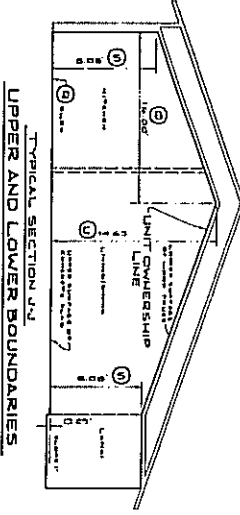
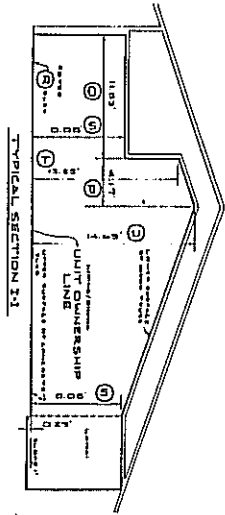
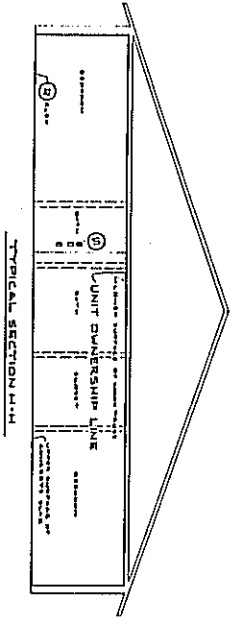
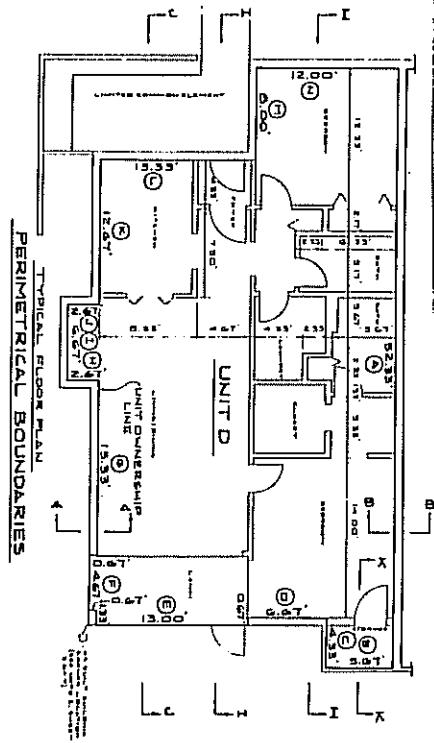
SULLY, WELLSFORD & HAYVEN, INC.
REGISTERED ENGINEERS AND SURVEYORS
SARASOTA, FLORIDA

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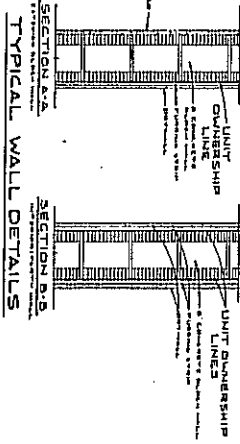
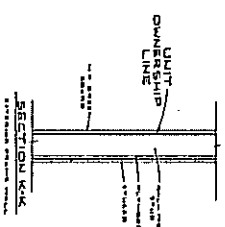
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RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.



UPPER AND LOWER BOUNDARIES

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