

DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR  
WOOD RIDGE SUBDIVISION AT THE MEADOWS

THIS DECLARATION is made by QLS, INC., a Florida corporation, hereinafter referred to as "Developer."

WITNESSETH

A. Developer is the owner of the following described property lying and being in the County of Sarasota, State of Florida, to-wit:

See Exhibit "A" attached hereto

which property is hereinafter called the "subdivision"; and

B. Developer desires to improve the lots in the subdivision by constructing thereon residential dwelling units and further desires to provide for the shared maintenance of the lots through an association of lot owners; and

C. Developer desires to establish protective covenants covering the development, improvement, and the usage of the property in the subdivision for the benefit and protection of all owners thereof;

NOW, THEREFORE, Developer does hereby declare that all property in the subdivision shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements:

1. ASSOCIATION. Except as may be otherwise provided by the terms hereof, responsibility for the operation, management, and maintenance of the subdivision shall be vested in an incorporated association known as Wood Ridge Subdivision at the Meadows Homeowners Association, Inc., a Florida corporation not for profit, hereinafter called the "Association." The primary purpose of the Association shall be to maintain the Association Property (as discussed in Paragraph 3) and landscaping the lots within the subdivision as hereinafter discussed, enforce the provisions of this Declaration wherever applicable and appropriate, and perform such other duties as may be assigned to it under the terms hereof or under its Articles of Incorporation and Bylaws. All persons owning a vested present interest in the fee title to any of the subdivision lots, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, shall automatically be members of the Association, and their respective membership shall terminate as their vested interest in the fee title terminates. A copy of the Articles of Incorporation of the Association which shall be filed with the Secretary of State of Florida is attached hereto as Exhibit B. A copy of the Bylaws governing the operation the Association is attached hereto as Exhibit C. The Association shall have all of the rights and powers provided by the Florida corporation statutes, the Articles of Incorporation, the bylaws, and this Declaration. This subdivision is an integral part

of a planned unit development known as "The Meadows" being developed by QLS, INC. The subdivision is subject to the Declaration of Maintenance Covenants and Restrictions on The Commons for The Meadows (the "Meadows Covenants") recorded in Official Records Book 1113, Page 715, Public Records of Sarasota County, and subsequent amendments thereto. Each person owning a vested present interest in the fee title to a subdivision lot shall automatically be a member of Meadows Community Association, Inc. (formerly Meadowood Management Association, Inc.), a Florida corporation not for profit ("MCA"), which will operate, maintain, improve, and manage The Commons of The Meadows. MCA shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against the lots in this subdivision. The Meadows Covenants authorize MCA to enter into an arrangement with condominium and subdivision associations in The Meadows for the collection of the annual maintenance assessment levied by MCA. In the event of such request, the Association will undertake such collection duties.

2. VOTING RIGHTS. Each lot shall be entitled to one vote at Association meetings, except as otherwise provided in the Association's Articles of Incorporation.

3. ASSOCIATION PROPERTY. Developer shall construct a private roadway or roadways as reflected on the site plan attached as Exhibit "D" to provide access for the lot owners from their respective lots to a public road. Use of said private roadway shall be limited to the lot owners and Association members and such other persons as are authorized by these Covenants.

The Association shall be responsible for maintenance of the roadways and all subdivision property not included within a lot (collectively, the "Tracts"). The Association shall maintain at its expense the roadways for a period of five years. ~~Such five year period shall commence upon the filing of these covenants and continue uninterrupted thereafter.~~ Upon the expiration of the five year period, ~~the Meadows Community Association, Inc. (MCA) will be responsible for maintaining the roadways.~~ The Tracts, subject to restriction herein, shall be available for general usage by the lot owners. Developer shall quitclaim title to all Tracts to the Association not later than the time that all lots within the subdivision are sold and closed.

The Tracts and the improvements constructed by Developer thereon are sometimes referred to herein as the "Association Property." The term "Association Property" shall also include any additional real or personal property acquired from time to time by the Association, as well as the water retention walls constructed around the Northern and Northeastern perimeter of the subdivision.

4. COMMON EXPENSES. All costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, maintaining, improving protecting, managing, and conserving the Association Property and in carrying out its duties and responsibilities as provided by this Declaration and by its Articles of Incorporation and Bylaws shall constitute "common expenses" of the Association. Funds for the payment of the common expenses shall be collected by the Association through assessments against the lots in accordance with the provisions of Paragraph 9. By way of illustration and not as a limitation, the common expenses shall include:

- (a) costs of operation, maintenance, repair, and replacement of the Association Property and all the Common Improvements;
- (b) costs of management of the subdivision and administrative costs of the Association, including professional fees and expenses;
- (c) costs of water and sewerage service, electricity, and other utilities furnished to the subdivision that are not metered separately to the individual lots;
- (d) labor, material, and supplies used in conjunction with the Association Property and the Common Improvements;
- (e) damages to the Association Property and the Common Improvements in excess of insurance coverage;
- (f) salary of a manager or managers and their assistants, as shall be determined by the Board of Directors of the Association;
- (g) premium costs of fire, windstorm, flood, and other property and liability insurance as provided herein;
- (h) costs incurred by the Association, upon approval by the Board of Directors, for the installation of additions, alterations, or improvements to the Association property or to the Common Improvements or for the purchase of additional lands, leaseholds, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, acquired for the benefit of all the lot owners, provided that if the cost of any of such items is more than 15 percent of the amount of the total annual budget, the purchase or installation of such items shall first have approval of a majority of the Owners of the lots;
- (i) basic charges for cable or central antenna television service, unless the provider of such service charges the lot owners directly; and carelessness, negligence, or intentional act of a lot owner, his lessees, invitees, or guests, the cost of such maintenance, repair or replacement shall be assessed against the lot owner and shall be payable by such lot owner within 30 days after delivery of written notice of the assessment. Neither the Association nor any lot owner shall be liable for any damage to the property or person of any other lot owner or occupant caused by water intrusion into a unit through the Common Improvements or from another unit resulting from rain leakage, overflow, or bursting, or other similar source, unless the Association or lot owner is guilty of gross negligence or willful and wanton misconduct.
- (j) other costs incurred by the Association in fulfilling its maintenance obligations under the terms of Paragraph 5; and
- (k) costs involved in the operation and maintenance of any stormwater management and discharge facility.

Subj TO  
MCA ART. 4  
DKOR ?

5. MAINTENANCE, REPAIRS, AND REPLACEMENTS. The respective obligations of the Association and the lot owners to maintain, repair, and replace the subdivision property and other property serving the lot owners shall be as follows:

(a) By the Association. The Association shall maintain, repair, and replace as part of the common expenses:

(1) the Association Property;

(2) all electrical, mechanical, plumbing, and other fixtures and equipment serving the Association Property, and water and sewer lines serving the subdivision (i) which are located within the subdivision, but not the lines within a lot which serve only that lot, or (ii) are located outside the subdivision and connect to a County main which have not been accepted by the County for maintenance. CO.

(3) all sod, including individual lots, shrubs, landscape berms, trees and other landscaping and irrigation therefor located within the subdivision, including unpaved right-of-way (but not shrubs, and landscaping within the individual lots and sod located in the interior courtyards of the individual lots which shall be maintained by the lot owner).

(4) any stormwater management and discharge facility serving the subdivision (which includes maintenance, repair and replacement of underground water retention systems where applicable). In the event of a dissolution of the Association, any stormwater management and discharge facility servicing the subdivision may be maintained by the Southwest Florida Water Management District, or by MCA. MCA SHALL MAINTAIN PONDS, BELOW WATER OUTLET CONTROL STRUCTURES.

(5) maintenance of the water retention wall constructed along the Northern and Northeastern perimeter of the Subdivision as shown on the recorded Subdivision Plat, along with any entrance features constructed at the entrance of the subdivision.

(7) all retention ponds and lakes located within the subdivision, including the cleaning and operation of same.

The Association shall have the irrevocable right to have access to each lot from time to time during reasonable hours as may be necessary for the maintenance and upkeep of subdivision landscaping and the Association Property, as discussed herein, and during any hours for performing such repairs or procedures therein as may be necessary to prevent damage from one home or lot arising from an emergency condition on adjacent property. 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 lot owner, his licensees, invitees, or guests, the cost of such maintenance, repair, or replacement shall be assessed against the lot owner and shall be payable by such lot owner within 30 days after delivery of written notice of the assessment.

(b) By the Lot Owners. Each lot owner shall maintain, repair, and replace all improvements located upon the owner's lot, including the privacy walls connecting the individual residences, water and sewer lines which provide service to that lot, and any shrubbery and

*I thought ASSOC. would  
Maintain all grounds!  
HOW TO DELEGATE UP ERO WATER?*

landscaping. It is the intent hereunder that the Association shall maintain only the sod of each lot and that the lot owners shall be responsible for all maintenance and repair of any shrubbery and landscaping on the individual lots; provided, however, the Board shall have to approve any material landscaping changes, including shrubbery, bushes, trees and plantings, to the individual lot prior to lot owner installing same.

The Association Board of Directors may from time to time establish reasonable maintenance standard concerning unit owner maintenance and repair responsibilities for homes to be constructed upon lots in the subdivision, including requirements for timeliness of exterior painting and roof cleaning or repair. The Board shall have exclusive control as to color schemes used for painting home exteriors, privacy walls connecting the residential dwelling units within the subdivision, and the barrel tile roofs.

In the event a lot owner fails to fulfill his maintenance obligations as set forth above, the Association, at the discretion of the Board of Directors, may undertake such maintenance and make such repairs as the Board may deem necessary, and the cost thereof shall be assessed against such defaulting lot owner and shall be payable within 30 days after delivery of written notice of the assessment.

6. INSURANCE, DESTRUCTION, AND RECONSTRUCTION. The Association Board of Directors may, at its discretion, obtain and maintain fire and extended coverage insurance and such flood, windstorm or other insurance, with a responsible insurance company for all of the insurable improvements (if any) included within the Association Property, for the full replacement value thereof. It is anticipated that any such improvements shall consist of a private roadway and entrance feature, and possible amenity areas within the subdivision. The Board, at its discretion, may determine that it is not practical to insure these improvements and may choose to simply self insure or assume the risk. The Association shall obtain and maintain public liability insurance covering the Association Property. The premiums for all such insurance coverage shall be a part of the common expenses. The Association shall have the authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. Each lot owner will be responsible for obtaining such insurance coverage as the owner sees fit for any improvement located upon that owner's lot. Each lot owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about that owner's lot, as the owner may deem appropriate.

7. RESTRICTIONS UPON USE. No owner, tenant, or other occupant of a lot (which, for the purposes of the Paragraph, shall include the home constructed thereon) shall do any of the following without the prior written consent of the Association Board of Directors (except as may be otherwise expressly authorized by the provisions of this Declaration);

- (a) use the lot other than for residential purposes;
- (b) paint or otherwise change the appearance of any exterior wall, door, patio, terrace, balcony, or any exterior surface, including barrel tile roofs; 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;

(c) construct any improvements upon the lot, including fences, sheds, walls, or recreational equipment, apart from the initial home constructed by the Developer;

(d) cause or permit loud or objectionable noises or obnoxious odors to emanate from the lot or other property in the subdivision which may cause a nuisance to the occupants of other lots in the sole opinion of the Board;

(e) make any use of the lot or other property in the subdivision which violates any laws, ordinances, or regulation of any governmental body; *OR MCA*

(f) fail to conform to and abide by the provision of the Declaration, the Association's Articles of Incorporation and Bylaws;

(g) erect, construct, or maintain any wire, antennas, or satellite dishes, outside of a home, and the Board of Directors shall be authorized by rule to restrict placement or size of these items;

(h) divide or subdivide the lot for purposes of sale or lease (however, a lot may be combined with an adjacent lot and occupied as a single dwelling unit);

(i) obstruct the common way of ingress and egress to the other lots or the Association Property;

(j) hang any laundry, garments, or unsightly objects from any place readily visible from outside the unit;

(k) allow anything to remain on the lot which would be unsightly or hazardous;

(l) allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided therefor, or fail to keep any improvements on the owner's lot in a clean and sanitary condition at all times;

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

(n) lease less than an entire lot or lease a lot more than twice in any calendar year; a lease term must be at least two months;

(o) park overnight any commercial vehicle, commercial truck, boat, camper, motor home, trailer, mobile home, or similar vehicle, or any vehicle of unsightly appearance or in a state of disrepair, in any driveway or other parking area (other than in an enclosed garage); ~~provided, however, that the words "commercial vehicle" shall exclude any automobile bearing a small-sized business name, but shall include full size service vans with a business name thereon or a full size truck with a business name thereon;~~

NOT  
CRITICALLY  
JUST CAREFUL!

(p) allow any animals other than two dogs or cats (or one of each) to be kept on the lot, as per rules and regulations promulgated from time to time by the Board of Directors;

(q) 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 subdivision property so as to harmfully affect any landscaping or plants;

POOL DRAINS??

(r) install or construct any public fountain or public art (statutory) without Board approval.

It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District, if applicable. Property owners should address any question regarding authorized activities concerning the water management system to the Southwest Florida Water management District, Venice Permitting Department.

8. SALE, TRANSFER, LEASE OR OCCUPATION OF LOT. In the event of a sale, lease, transfer or occupation of a home (except by the Developer), the owner shall notify the Board of Directors with the name of the new owner or tenant, along with the closing date of sale or term of lease. A home shall not be leased for less than a two month term, or more often than twice per year, and must be leased in its entirety. The Board of Directors may promulgate rules and regulations that would institute pre-sale approval rights and leasing approval, and may amend the restriction on leasing as set forth herein, but any such rules must be ratified by a majority of members of the Association.

9. ASSESSMENTS. The common expenses of the Association shall be payable by annual and special assessments levied by the Board of Directors against all lots in the subdivision. The Board of Directors shall approve annual budgets of anticipated income and common expenses for each fiscal year and thereupon shall levy an annual assessment against each lot. The annual assessment shall be collected in the manner provided by the Bylaws. The Board of Directors shall have the power to levy special assessments against the lots as prescribed in the Bylaws. Payment of any special assessment levied by the Board shall be due upon not less than 30 days written notice thereof on the date and in such installments as the Board may specify.

(a) Assessment. Each lot shall be subject to an equal assessment and have one vote in Association matters.

(b) Guarantee of Assessment. While Developer is in control of the Association, Developer shall be excused from the payment of its share of any annual assessment (or installment thereof) until the time of turnover of the Association. During this period, Developer will pay any operating expenses incurred that exceeded assessments received from other members and other income of the Association.

(c) Delinquent Assessments. Any assessment, including an assessment made

pursuant to the provisions of Paragraphs 5 and 9, which is not paid when due shall be subject to a late charge of 10 percent, or such other late charge as may be established by resolution of the Board, and shall bear interest, from the due date until paid at the rate of 18 percent per annum or at such other rate as may be established by resolution of the board up to the maximum allowed by law. If any assessment is payable in installments and a lot owner defaults in the payment of an installment, the remaining installments of such assessment be accelerated by the Association to maturity by giving the defaulting lot owner 10 days notice of intent to accelerate unless all delinquent sums are paid within that time.

(d) Personal Obligation of Lot Owner. Every assessment levied by the Board of Directors of the Association shall be the personal obligation of the owner of the lot against which the assessment is levied, ownership being determined as of the date of such levy. If any such assessment is not paid within 30 days after the same is due, then the Association may bring suit against the owner on his personal obligation, and there shall be added to the amount of such assessment the aforementioned late charge and interest and all costs and reasonable attorneys' fees incurred by the Association in preparation for and in bringing such action, including reasonable attorneys' fees for appellate proceedings.

10. ASSOCIATION LIEN RIGHTS. To provide an additional means to enforce the collection of any assessment, including assessments made pursuant to the provision of Paragraphs 5 and 9, the Association shall have a lien against each lot and all improvements thereon. In the event any assessment is not paid within 30 days after the same is due, the Association shall have the right to file a claim of lien in the Public Records of Sarasota County. The lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage or mechanics lien foreclosure or in such other manner as may be permitted by law. In the event the Association files a claim of lien against any lot, the Association shall be entitled to recover from the owner of such lot the late charge and interest and all costs and reasonable attorneys' fees incurred by the Association in preparing, filing, and foreclosing the claim of lien, including reasonable attorneys' fees for appellate proceedings. All such late charges, interest, costs and attorneys' fees shall be secured by the lien of the assessment.

11. RIGHTS OF INSTITUTIONAL FIRST MORTGAGES. All savings and loan associations, banks, credit unions, mortgage bankers, mortgage brokers, insurance companies, pension funds having assets in excess of \$25 million, agencies of any state government, and agencies of the United States Government (including the Veterans Administration, the Federal Housing Administration, the Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation), and their subsidiaries, affiliates, successors and assigns, holding first mortgages upon any of the lots are herein referred to as "institutional first mortgages." The termination of the provisions of this Declaration by vote of the lot owners shall require the written consent of institutional first mortgagees holding at least 51 percent of such first mortgages. Such consent shall not be unreasonably withheld. Any institutional first mortgagee that acquires title to a lot through mortgage foreclosure or acceptance of a deed in lieu of foreclosure shall not be liable for any assessments levied against such lot which became due prior to the acquisition of such title unless a claim of lien for such assessment was recorded prior to the recording of the mortgage.



12. RIGHTS OF DEVELOPER. Developer hereby reserves the right to appoint, 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 lot owners at any time. As long as Developer holds lots in this subdivision for sale in the ordinary course of business, this Declaration shall not be amended nor the provisions of this Declaration terminated without the written consent of the Developer.

At the time of recording this Declaration, construction of all of the units and improvements in the subdivision may not have been completed. Developer reserves all rights and easements necessary or desirable with respect to the subdivision property to complete such construction and to effect the sale or lease of all of the lots. As long as Developer holds lots or units in the County of Sarasota for sale in the ordinary course of business, Developer shall have the right to exhibit such signs and sales paraphernalia on the subdivision property as may be desirable to effect such sales and may use one or more of the lots for offices, models, and other uses appropriate for the promotion of sales and for the development and management of property in the County of Sarasota or elsewhere.

Developer reserves the right to use the name "Wood Ridge" or any similar name in connection with other developments within or outside Sarasota County. NO

In the event any legal action should be commenced by Association or a lot owner or Developer (collectively the "parties") against one or both of the other parties, then all parties agree to waive jury trial rights in any such action and to participate in a mandatory (but not binding) mediation as soon as practicable after such suit is commenced.

13. EASEMENTS. The respective rights and obligations of the lot owners, the Association, Developer, and others concerning easements affecting the subdivision property shall include the following:

(a) Reserved by Developer. Developer hereby reserves for the benefit of itself, its successors and assigns, perpetual easements for (1) the installation, construction, repair, maintenance, and replacement of lines, pipes, wells, drains, 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 subdivision property; and (2) ingress and egress by pedestrians, runners, bicycles, automobiles, and other vehicles over, under, through, and across the subdivision private roads for the purpose of obtaining access to the subdivision property and properties adjacent thereto, together with the right to construct, maintain, and replace such roads, walkways, bike paths, and other improvements as may be reasonably appropriate for the use and enjoyment of such easement. Developer may assign and convey any of the foregoing easements to such persons or entities as Developer may deem appropriate for the use of and enjoyment of such easement. Developer may assign and convey any of the foregoing easements to such persons or entities as Developer may deem appropriate for the use of such persons or groups of persons as may be designated and upon such terms as may be established by Developer.

(b) Granted to Lot Owners. Each lot owner is hereby granted a nonexclusive perpetual easement (1) over and across any private road within the subdivision for ingress and egress to and from the owner's lot; and (2) for any encroachments by an owner's home as that home is initially constructed by Developer, on an adjoining lot which may exist by virtue of overhangs, foundation slab or footer underground extensions across lot lines, inaccuracies in construction or settlement or movement of the home, or otherwise, 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 furnishing utility services to the subdivision as of the time of recording of this Declaration, hereafter authorized by Developer or the Association to furnish such services, 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 portion of the subdivision property as may be reasonably necessary therefor.

(d) Granted to and by the Association. There is hereby granted to the Association a perpetual nonexclusive easement across each lot for the purpose of maintaining all Association Property and landscaping within the subdivision.

*e) TO MCA FOR MAINTENANCE OF PONDS + STRUCTURES*  
*©OT FALL*  
*Below water line*

The use of any easement granted under the provision of this paragraph shall not include the right to disturb any building or structure on the subdivision property, and any damage caused to same shall be repaired at the expense of the party causing such damage. In the event a party's use of an easement granted pursuant to the terms hereof causes a disturbance of the surface of the land, then the roadways, grass, landscaping, and other improvements which are disturbed shall be restored promptly by such party as nearly as possible to their prior condition.

14. SETBACKS. No dwelling, building or other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure, and the like excluding any privacy wall connecting the residential units in the Subdivision) shall be erected or placed upon any part of a Lot such that any portion of said dwelling, building or structure (excluding normal eaves or overhangs) that: (a) encroaches on any "building setback line" or easement denoted on the Plat of the Subdivision; (b) encroaches on any easement reserved unto or granted by Developer pursuant to the provisions of this Declaration of Restrictions or the Plat; (c) is closer than twenty (20) feet to the front Lot line, nor closer than ten (10) feet to a rear lot line; and there shall be no minimum side setback except that adjacent structures shall be separated by at least 12 feet; and (d) is constructed in violation of any setback requirements of Sarasota County then in effect.

*(Need 10' between ~~structures~~ EAVES?)*

15. MANAGEMENT AGREEMENT. The Association, acting through its Board of Directors, is authorized to enter into an agreement with any person or legal entity, including Developer or an affiliated company of Developer, to act as managing agent to handle the administrative affairs and maintenance obligations of the Association upon such terms and conditions as the Board may deem to be in the best interests of the subdivision and the lot owners. The Board of Directors shall, however, retain at all times the power to adopt budgets, levy assessments, promulgate rules, and otherwise determine matters of a nonministerial character.

16. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default by the owner, tenant, or occupant of any lot in complying with the provisions and requirements of this Declaration, the Articles of Incorporation, the Bylaws, and such regulations and rules as may be promulgated by the Association Board of Directors shall entitle the Association to injunctive relief or money damage or both. In any such legal or equitable action or proceeding in which the Association is the prevailing party, the Association shall be entitled to recover its costs and reasonable attorneys' fees; including reasonable attorneys' fees for appellate proceedings. During the continuance of any such default, the Association by action of the Board of Directors may discontinue the supply of any utility services to the defaulting party's lot that are paid by the Association as part of the common expenses. Upon the correction of such default and the payment by the lot owner of the expense of the discontinuance and restoration of such services, they shall be immediately restored.

17. DURATION. The provisions of this Declaration shall run with and bind all of the property in the subdivision and shall inure to the benefit of and be enforceable by Developer, the Association, and each lot owner, and their respective legal representatives, heirs, successors, and assigns, for a term of 99 years from the Date this Declaration is recorded, after which time the provisions of the Declaration shall be automatically extended for successive periods of 10 years each unless prior to the commencement of any such 10-year period: (1) lot owners holding at least two-thirds of the total votes of the Association membership approve the termination of the provisions of this Declaration, and (2) a written instrument certifying that such approval has been obtained is signed by the president and secretary of the Association and recorded in the Public Records of Sarasota County.

18. AMENDMENTS. The provisions of this Declaration may be amended by affirmative vote of lot owners holding at least two-thirds of the total votes of the Association membership, except that provisions relating to sharing of common expenses, rights of Developer, rights of institutional first mortgagees, and voting right of lot owners may be amended only with the written consent of all persons or entities adversely affected thereby. Amendments to the Association's Articles of Incorporation and Bylaws may be made in the manner provided therein and shall not be subject to the requirements set forth herein for amendments to the provisions of this Declaration.

Except for amendments by Developer as herein provided, 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 and the Association's Articles of Incorporation and Bylaws. It shall not be necessary for the individual owner of lots or holders of recorded liens thereon to join in the execution of any amendment, except as specifically provided herein.

As long as Developer holds title to any lot in the subdivision, Developer shall have the right and irrevocable power to amend this Declaration. Any such amendment shall be executed by Developer, and the joinder of further consent of the Association or individual owners of lots or

holders of recorded liens or other interest therein, including institutional first mortgagees, shall not be required.

All amendments shall reasonably conform to the general purpose of the covenants and restrictions set forth herein and shall take effect immediately upon recordation in the Public Records of Sarasota County. No amendment to this Declaration shall impair, restrict or prove detrimental to the rights of Sarasota County as provided within the Declaration, and as subsequently amended without the joinder and consent of an authorized officer, representative or agent of Sarasota County.

19. BINDING EFFECT. All provisions of this 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 this Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities; the plural number shall include the singular and the singular shall include the plural. The term "Developer" as used herein refers solely to QLS, Inc and its successors and assigns. The obligations of Developer arising under this Declaration, any contract with lot purchasers, or under any other instrument related to Wood Ridge are corporate obligations of QLS, INC., only, and do not extend to broker, contractor or to any other corporation or entity, or to the employees, officers, directors, and shareholder of Developer. Such employees, officers, directors, and shareholders of Developer shall have no individual liability in any action brought, or for any claim asserted, by the Association or by any lot owner in connection with the construction, development, or sale of any lot, unit, or other property or improvements in the subdivision. Any warranty obligations of Developer for this subdivision are as recited in the purchase agreements with lot purchasers and other warranty obligations are disclaimed.

20. SEVERABILITY. If any provision of this Declaration or the Association's Articles of Incorporation or Bylaws, or any section, sentence, clause, phrase or word thereof, or 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.

21. MISCELLANEOUS. Sarasota County shall have the right, but not the obligation, to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, lien and charges now, or hereafter imposed by the provisions of the Declaration, or any Amendment thereto, including the right to prevent the violation as to any such provisions of the Declaration, or any Amendment thereto, including the right to impose and enforce assessments on behalf of the subdivision.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed by its undersigned duly authorized officers, this \_\_\_\_ day of \_\_\_\_\_, 2001.

Signed, sealed and delivered  
in the presence of:

QLS, INC., a Florida corporation

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

Its President

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF SARASOTA

HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, to me known to be the person described as President of QLS, INC., a Florida corporation, and he acknowledged before me that he executed said instrument in the name of and for that corporation, affixing its corporate seal, and that he was duly authorized by that corporation to do so.

WITNESS my hand and official seal in the County and State named above, this \_\_\_\_ day of \_\_\_\_\_, 2001.

(NOTARIAL SEAL)

\_\_\_\_\_  
\*  
\_\_\_\_\_  
\*(Print Name of Notary)  
Notary Public of the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

APPROVAL BY  
WOOD RIDGE SUBDIVISION AT THE MEADOWS HOMEOWNERS ASSOCIATION  
OF SARASOTA, INC.

WOOD RIDGE SUBDIVISION AT THE MEADOWS HOMEOWNERS ASSOCIATION OF SARASOTA, INC., a Florida corporation not for profit, does hereby accept the duties, obligations, and responsibilities set forth in the foregoing Declaration of Restrictions for WOOD RIDGE and said Association agrees to exert its best efforts to accomplish the objectives and purposes of said Declaration. Said Association further agrees to exercise the powers granted to it under its Articles of Incorporation and Bylaws and under the foregoing Declaration and to levy assessments against Lots in the Subdivision pursuant to said Declaration in amounts sufficient to accomplish the purposes and objectives of the Association.

The Association further agrees to accept such other duties and obligations as may be assigned or delegated to it by Developer or by the terms of the aforesaid Declaration.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed in its behalf by its undersigned duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

Signed, sealed and delivered  
in the presence of:

WOOD RIDGE SUBDIVISION HOMEOWNERS  
ASSOCIATION OF SARASOTA, INC.

By: \_\_\_\_\_

As its \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

As its Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the President and Secretary, respectively, of WOOD RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION OF SARASOTA, INC., a Florida corporation not for profit, and they acknowledged before me that they executed the foregoing instrument in the name of and on behalf of said corporation as such officers for the purposes therein set forth.

Witness my hand and official seal in the County and State aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(NOTARIAL SEAL)

\_\_\_\_\_  
\*  
\*(Print Notary Name)  
Notary Public State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_