

Rules and Regulations
Meadowood Village II Condominium Association

MASTER

MEADOWOOD/LAURELON CONDOMINIUM VILLAGE

RULES AND REGULATIONS

INTRODUCTION:

THE PURPOSE OF THE RULES AND REGULATIONS IS TO ESTABLISH PROCEDURES TO ASSURE THAT RESIDENTS WILL BE ABLE TO ENJOY THEIR CONDOMINIUM HOME, THE USE OF MEADOWOOD FACILITIES AND COMMON AREAS IN A SAFE, PLEASANT ENVIRONMENT. EACH UNIT OWNER, TENANT AND GUEST SHALL BE GOVERNED BY THE FLORIDA CONDOMINIUM STATUTES, ASSOCIATION BY-LAWS AND THE FOLLOWING RULES AND REGULATIONS. VOLUNTARY COMPLIANCE BY ALL OWNERS, TENANTS, AND GUESTS WILL PRESERVE THE VALUE OF EACH CONDOMINIUM UNIT AND ENHANCE THE APPEAL OF THE COMMUNITY.

1. NOTIFICATION OF INTENT TO SELL OR LEASE A UNIT

A. NOTIFICATION OF INTENT TO SELL OR LEASE A UNIT **MUST BE MADE IN WRITING TO THE BOARD OF DIRECTORS OR ITS REPRESENTATIVE.** UPON NOTIFICATION, THE BOARD OF DIRECTORS OR ITS REPRESENTATIVE WILL ARRANGE A MEETING WITH THE PROSPECTIVE OWNER (S) OR TENANT (S) TO EXPLAIN THE RULES AND REGULATIONS OF MEADOWOOD AND THE RESPONSIBILITIES OF CONDOMINIUM LIVING. THE TRANSFER/INTERVIEW FEE IS \$75.00 PAYABLE TO MEADOWOOD CONDOMINIUMS.

B. UNIT LEASE SHALL CONTAIN A PROVISION REFERRING TO THE DECLARATION OF CONDOMINIUM, BY LAWS AND RULES AND REGULATIONS AND THAT TENANT (S) AGREE TO ABIDE BY SAME.

C. THE TERMS OF A LEASE SHALL BE FOR A PERIOD OF NO LESS THAN SIX (6) MONTHS.

2. OWNER/TENANT RESPONSIBILITY

A. STRUCTURAL ALTERATIONS TO THE EXTERIOR OF THE UNITS, INCLUDING BUT NOT LIMITED TO PATIOS, WINDOWS, SCREENS, EXTERIOR DOORS AND DOOR FRAMES, FENCES OR FENCE GATES (DOORS), STORAGE CLOSETS AND CARPORTS ARE PROHIBITED **WITHOUT PRIOR WRITTEN AUTHORIZATION AND FINAL APPROVAL BY THE BOARD OF DIRECTORS.** REQUEST FOR ANY EXTERIOR ALTERATIONS TO UNITS MUST BE SUBMITTED IN WRITING TO THE BOARD OF DIRECTORS INCLUDING PLANS AND SPECIFICATIONS FOR SUCH CHANGES.

B. NO EXTERIOR ANTENNAS, ELECTRICAL WIRING, MACHINE, AIR CONDITIONING OR OTHER DEVICES MAY BE INSTALLED ON THE EXTERIOR OF ANY BUILDING OR COMMON AREAS WITHOUT PRIOR WRITTEN CONSENT OF THE BOARD OF DIRECTORS.

- 1) THE CURRENT REGISTRATION FOR ANY ITEM THAT REQUIRES A LICENSE PLATE. THE REGISTRATION MUST BE IN THE SAME NAME AS THE DEER TO THE UNIT IN WHICH THE OWNER LIVES OR ON A VALID LEASE FOR RENTERS. THESE SAME DOCUMENTS MUST BE PRESENTED AT EACH ANNUAL RENEWAL. THE INITIAL AND ANNUAL RENEWAL DATE IS MARCH 1ST.
- 2) WATERCRAFT ;MUST HAVE A CURRENT STATE OF FLORIDA DECAL ISSUED TO THE UNIT OWNER OR VALID LESSEE
- 3) ITEMS NOT COVERED BY 1 AND 2 ABOVE ARE NOT ELIGIBLE TO BE PARKED IN THE RV AREA. ANY EXCEPTION MUST BE MADE BY THE BOARD OF DIRECTORS.

EACH ITEM MUST BE PARKED WITHIN THE ASSIGNED PARKING SPACE. IT IS EACH ITEM OWNERS RESPONSIBILITY TO KEEP THE SPACE CLEAN AND FREE OF ANY TYPE OF DEBRIS. NOTHING CAN BE STORED ON THE GROUND EXCEPT THE ITEM FOR WHICH A STICKER HAS BEEN ISSUED.

USE OF THE TRASH CONTAINERS IS LIMITED TO THE CONTRACTORS HIRED BY MEADOWOOD AND OWNERS OF UNITS WITH ITEMS STORED IN THE RV AREA. DUMPING OF HOUSEHOLD GARBAGE, FURNITURE AND DEBRIS IS STRICTLY PROHIBITED.

ACCESS TO THE RV AREA IS LIMITED TO THE CONTRACTORS HIRED BY MEADOWOOD & OWNERS OF ITEMS STORED IN THE AREA. LOCK COMBINATIONS WILL BE CHANGED ON THE MARCH 1ST, AUGUST 1ST AND DECEMBER 1ST OF EACH YEAR. THE NEW NUMBERS WILL BE AVAILABLE TO APPROVED PERSONS AT THE MEADOWOOD OFFICE.

FAILURE TO ABIDE BY THE RULES AND TO DISPLAY A CURRENT MEADOWOOD STICKER WILL RESULT IN A FINE OF \$25.00 PER DAY AFTER NOTIFICATION OF THE VIOLATION. AFTER 30 DAYS THE ITEM WILL BE TOWED FROM THE RV LOT AT THE OWNER'S EXPENSE.

C. VEHICLES SHALL NOT BLOCK CARPORTS, PARKING SPACES, SIDEWALKS, UNIT ENTRIES OR IMPEDE THE ACCESS OF DESIGNATED CARPORTS OR PARKING SPACES OF UNIT OWNER (S)/TENANT (S). PARKING ON GRASS, COMMON AREAS, AND FIRE ZONE SPACES IS PROHIBITED.

D. PARKING ALONG MEADOWOOD BOULEVARD IS PROHIBITED WITHOUT PRIOR AUTHORIZATION FROM THE BOARD OF DIRECTORS. DURING MEADOWOOD ASSOCIATION MEETINGS OR CLUBHOUSE ACTIVITIES, PARKING ON MEADOWOOD BOULEVARD AT OR NEAR THE VICINITY OF THE CLUBHOUSE IS PERMITTED.

E. THE BOARD OF DIRECTORS OR ITS REPRESENTATIVE IS AUTHORIZED TO ARRANGE FOR REMOVAL / TOWING OF ANY VEHICLE PARKING IN VIOLATION HEREOF AT OWNER OR OCCUPANTS' EXPENSE.

F. IT IS THE RESPONSIBILITY OF THE USERS OF THE RV AREA TO LOCK AND SECURE GATES UPON DEPARTURE.

4. CLUBHOUSE:

A. THE CLUBHOUSE MAY ONLY BE RESERVED BY MEADOWOOD OWNERS OR THEIR TENANTS. RESERVATIONS MUST BE MADE IN WRITING TO THE BOARD OF DIRECTORS OR THE PROPERTY MANAGEMENT COMPANY. THE

AND PERSONAL ARTICLES MAY BE USED PROVIDED THEY ARE REMOVED UPON DEPARTURE. PAPER CIGARETTE BUTTS AND TRASH IS TO BE PLACED IN THE PROVIDED TRASH RECEPTACLES.

F. LIFE SAVING EQUIPMENT IS REQUIRED BY LAW AND MUST NOT BE REMOVED FROM THE POOL AREAS. PERSONAL USE OF SUCH EQUIPMENT IS PROHIBITED EXCEPT IN CASE OF EMERGENCY.

G. PETS ARE STRICTLY FORBIDDEN IN THE POOL AREAS.

H. SHOWERING IS REQUIRED BY LAW BEFORE ENTERING THE POOL AND AFTER THE APPLICATION OF TANNING LOTION AND OILS.

I. RUNNING, PUSHING, DUNKING OR "ROUGHHOUSING" IN THE POOL AND POOL AREAS IS FORBIDDEN AND WILL NOT BE TOLERATED. BICYCLES, SKATES, SKATEBOARDS, OR OTHER WHEELED VEHICLES ARE PROHIBITED IN THE POOL AREAS. WHEELCHAIRS AND STROLLERS ARE PERMITTED.

J. RADIOS, CASSETTE PLAYERS, BOOM BOXES AND OTHER PLAYING DEVICES ARE ALLOWED BUT MUST BE PLAYED AT A LEVEL AS TO NOT ANNOY OR IMPEDE THE ENJOYMENT OF OTHER OWNER/TENANTS/GUESTS USING THE POOL AREA.

K. POOLS MAY NOT BE RESERVED FOR ANY PRIVATE FUNCTIONS.

L. PROPER SWIMWEAR IS REQUIRED FOR SWIMMING. CUT-OFFS, LONG PANTS, AND THE LIKE ARE NOT PERMITTED IN THE SWIMMING POOLS.

6. TENNIS COURTS

A. TENNIS COURTS MAY BE USED FROM 8:00AM UNTIL 11:00PM AND ARE RESTRICTED TO OWNERS, TENANTS AND THEIR GUESTS. MEADOWWOOD TAGS MUST ACCOMPANY ALL RESIDENTS OR THEIR GUESTS WHILE USING THE TENNIS COURTS.

B. PROPER TENNIS OR GYM SHOES MUST BE WORN ON THE TENNIS COURTS.

C. TENNIS COURTS ARE TO BE USED FOR ONLY TENNIS. OTHER SPORTS OR LEISURE ACTIVITIES OTHER THAN TENNIS IS NOT PERMITTED.

D. GLASS CONTAINERS AND FOOD IS NOT PERMITTED ON THE TENNIS COURTS. ALL TRASH MUST BE PLACED IN THE TRASH RECEPTACLES.

E. PETS ARE NOT ALLOWED ON THE TENNIS COURTS.

7. USE OF COMMON AREAS

A. ALL USE OF THE CLUBHOUSE, RECREATIONAL FACILITIES OR OTHER COMMON AREAS OF MEADOWWOOD IS LIMITED TO OWNERS, THEIR TENANTS AND GUESTS. THE FACILITIES AND COMMON AREAS ARE TO BE USED IN SUCH A MANNER TO RESPECT THE RIGHTS OF THE OWNERS. ANYONE UTILIZING COMMON AREAS, RECREATIONAL FACILITIES, OR THE CLUBHOUSE SHALL SEE THAT SUCH AREAS ARE LEFT IN THE SAME CONDITION AS THEY WERE PRIOR TO USE. A CHARGE WILL BE MADE TO COVER THE COST OF RESTORATION TO THE CONDITION PRIOR TO USAGE BY THE OWNER OR RESIDENT IF NOT RESTORED TO SUCH CONDITION BY NOON THE DAY FOLLOWING SUCH USE.

MEADOWOOD/LAURELON CONDOMINIUM VILLAGES

RULES AND REGULATIONS

EFFECTIVE FEBRUARY 1, 1993

OR BK 09636 PG 0974

INTRODUCTION

The purpose of the Rules and Regulations is to establish procedures to assure that residents will be able to enjoy their condominium home, the use of Meadowood facilities and common areas in a safe, pleasant environment. Each unit owner, tenant and guest shall be governed by the Florida Condominium Statutes, Association By-Laws and the following Rules and Regulations. Voluntary compliance by all owners, tenants and guests will preserve the value of each condominium unit and enhance the appeal of the community.

1. Notification of intent to sell or lease a unit

- A. Notification of intent to sell or lease a unit must be made in writing to the Board of Directors or its representative. Upon notification, the Board of Directors or its representative will arrange a meeting with the prospective owner(s) or tenant(s) to explain the Rules and Regulations of Meadowood and the responsibilities of condominium living.
- B. Unit lease shall contain a provision referring to the Declaration of Condominium, By-Laws and Rules and Regulations and that tenant(s) agree to abide by same.
- C. The terms of a lease shall be for a period of no less than six (6) months.

2. OWNER/TENANT RESPONSIBILITY

- A. Structural alterations to the exterior of the units, including but not limited to patios, windows, screens, exterior doors and door frames, fences or fence gates (doors), storage closets and carports are prohibited without prior written authorization and final approval by the Board of Directors. Requests for any exterior alterations to units must be submitted in writing to the Board of Directors including plans and specifications for such changes.
- B. No exterior antennas, electrical wiring, machine, air conditioning or other devices may be installed on the exterior of any building or common areas without prior written consent of the Board of Directors.

Exhibit 4

Declaration of Condominium of
Meadowood Village #9 of Meadowood, a Condominium

- C. Proper window covers are required on the interior of the units. Aluminum foil, sheets/blankets, towels and the like are not acceptable as proper window coverings.
- D. Each unit shall be used solely for the purpose of a single family residence and not commercial endeavors.
- E. Signs, advertisements or notices may not be displayed, exhibited, inscribed, painted or affixed on individual units, common elements or Meadowood properties without prior written approval by the Board of Directors.
- F. Personal property of owners and residents must be stored within their respective units and not on Common property.
- G. Hanging plants or other hanging items, i.e., bicycles, canoes, etc. are not permitted in the carport or patio areas without prior approval from the Board of Directors.
- H. Landscaping outside units must be submitted to and approved by the Board of Directors. Plants or shrubs within the fenced patio areas are permitted but must not exceed the fence height.
- I. Cats, dogs and other domestic household pets are allowed within condominium units. Owners/tenants are limited to one pet per unit. All animals must be on a leash when brought outside the units and owners must clean up after their pets. Unattended or roaming animals may be turned over to the Animal Control Center. Pets are not allowed in the clubhouse, pool areas or tennis courts.
- J. All garbage, trash or refuse should be placed in disposal units or containers. Plastic bags shall be securely fastened and trash containers must have lids. Plastic bags, garbage containers or recycle bins must be stored on the inside of the individual condominium units (i.e., patios and storage sheds) and not on the common property. These containers shall be placed at the designated pick-up area no earlier than the night before scheduled garbage pick-up. These receptacles are to be returned to the inside patio or storage shed of each unit on the same day as the scheduled garbage pick-up.

3. CARPORTS, PARKING AREAS AND RV AREA

- A. Carports and parking areas shall be used only for conventional passenger vehicles (automobiles, motorcycles, pick-up trucks and vans less than 16 feet in length) in drivable condition, with current license plate. Conventional passenger vehicles in a non-operating condition, boats, boat trailers, watercraft, mobile or motor homes, campers, commercial vehicles or other transportation shall be stored in the RV area. Major repair work to all vehicles is permitted in the RV storage area only, and not in carports or parking areas, except for emergency repairs, and only to the extent necessary to be moved to a proper repair facility within a 72 hour timeframe.
- B. All items parked or stored in the RV storage area must be registered with the Board of Directors or property management company. A one time fee of \$5.00 is required for a Meadowood sticker and must be visibly displayed at all times on each stored item.
- C. Vehicles shall not block carports, parking spaces, sidewalks, unit entries or impede the access of designated carports or parking spaces of unit owner(s)/tenant(s). Parking on grass, common areas and fire zone spaces is prohibited.
- D. Parking along Meadowood Boulevard is prohibited without prior authorization from the Board of Directors. During Meadowood Association meetings or clubhouse activities, parking on Meadowood Boulevard at or near the vicinity of the clubhouse is permitted.
- E. The Board of Directors or its representative is authorized to arrange for removal/towing of any vehicle parking in violation hereof at owner or occupants' expense.
- F. It is the responsibility of the users of the RV area to lock/secure gates upon departure.

4. CLUBHOUSE

- A. The clubhouse may only be reserved by Meadowood owners or their tenants. Reservations must be made in writing to the Board of Directors or the property management company. The Meadowood Condominium Association has the unrestricted right to reserve the clubhouse at any time for community business, events or activities.

- B. A \$200.00 CASH security/damage deposit is required prior to the reserved date. All or a portion of the deposit may be returned after inspection of the clubhouse by either a representative of University Properties or a Board member the day following usage of the clubhouse. It is the responsibility of the reserving owner/tenant to insure the clubhouse is returned to its previous condition, cleaning, garbage disposed, tables and chairs in place. This must be completed by noon the following day of usage. A \$25.00 cleaning fee will be issued against the responsible party should the clubhouse not be returned to its previous condition.
- C. The owner/tenant must be present at the clubhouse at all times during usage. Persons under 18 years of age utilizing the clubhouse must be accompanied by parent, guardian or owner/tenant reserving the clubhouse.
- D. The pool facilities may not be used when reserving the clubhouse and swimwear is prohibited inside the clubhouse.
- E. The maximum number of participants at any function shall not exceed 130 unless the function is a Meadowood Association sponsored event. Parties in excess of 25 people, and/or events at which alcohol will be served, requires a security guard to be on the premises during the event. The hiring and cost of this security service is to be paid by the resident reserving the clubhouse.
- F. Except for Meadowood Association sponsored activities, no event may extend past 1:00AM without prior written authorization from the Board of Directors.
- G. Keys will be provided to the owner/tenant reserving the clubhouse by University Properties and must be returned by noon the following day of usage to University Properties.
5. POOL
- A. Pool hours are from 8:00AM until 11:00PM. Pools are restricted to owners, tenants and their guests. All persons use the pool at their own risk.
- B. Two (2) Meadowood tags will be issued to each unit owner of Meadowood and must accompany ALL residents and guests while on the pool grounds. A non-refundable fee of \$5.00 per tag will be charged for replacing lost tag(s).

- C. Children 12 years of age and under must be accompanied by an adult (18 years of older). Infants taken into the pool must wear cloth diapers with close fitting plastic covers. Disposable diapers are not allowed.
- D. Persons with skin disease or any communicable disease shall not use the pool.
- E. Glass containers of any kind are not allowed in the pool areas. Food is not permitted in the pool area. Unbreakable containers and personal articles may be used provided they are removed upon departure. Paper, cigarette butts and trash are to be placed in the provided trash receptacles.
- F. Life saving equipment is required by law and must not be removed from the pool areas. Personal use of such equipment is prohibited except in case of emergency.
- G. Pets are strictly forbidden in the pool areas.
- H. Showering is required by law before entering the pool and after the application of tanning lotions and oils.
- I. Running, pushing, dunking or "roughhousing" in the pool and pool areas is forbidden and will not be tolerated. Bicycles, skates, skateboards or other wheeled vehicles are prohibited in the pool areas. Wheelchairs and strollers are permitted.
- J. Radios, cassette players, boom boxes and other playing devices are allowed but must be played at a level as to not annoy or impede the enjoyment of other owners/tenants/guests using the pool area.
- K. Pools may not be reserved for any private functions.
- L. Proper swimwear is required for swimming. Cut-offs, long pants and the like are not permitted in the swimming pools.

6. TENNIS COURTS

- A. Tennis courts may be used from 8:00AM until 11:00PM and are restricted to owners, tenants and their guests. Meadowood tags must accompany all residents or their guests while using the tennis courts.
- B. Proper tennis or gym shoes must be worn on the tennis courts.
- C. Tennis courts are to be used for only tennis. Other sports or leisure activities other than tennis is not permitted.

- D. Glass containers and food is not permitted on the tennis courts. All trash must be placed in the trash receptacles.
- E. Pets are not allowed on the tennis courts.

7. USE OF COMMON AREAS

- A. All use of the clubhouse, recreational facilities or other common areas of Meadowood is limited to owners, their tenants and guests. The facilities and common areas are to be used in such a manner to respect the rights of other owners. Anyone utilizing common areas, recreational facilities or the clubhouse shall see that such areas are left in the same condition as they were prior to such use. A charge will be made to cover the cost of restoration to the condition prior to usage by the owner or resident if not restored to such condition by noon the day following such use.
- B. Any damages caused by an owner/tenant to the common areas, recreational facilities or clubhouse shall be the responsibility of the owner/guest/tenant who caused such damage. The cost of restoring the damaged property or facility in its state immediately preceding such damage shall be assumed against such owner and collected in the same manner as common expense or maintenance charges.

8. VIOLATION PROCEDURES

Every owner and occupant, their family and guests shall comply with these rules and regulations as set forth herein, and to amendments or additions which may be adopted. Violations of the Rules and Regulations can be submitted by verbal or written contact to the Board of Directors or the property management company. Failure to so comply shall be grounds for action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of Meadowood Association, a fine or special assessment, as specified by Florida Condominium Law, may be assessed to the violator of up to \$100.00 per violation. An official notification of the specific violation will be served to the unit owner/tenant. The owner/tenant will have ten (10) calendar days in which to remedy the situation or to make arrangements to remedy the situation. Said fine may be assessed repeatedly upon failure of owner/tenant to correct the violation or obey the rules as well as other obligations imposed by the condominium documents. The fine shall be collected in the same manner as common expense or maintenance charges. Arbitration of disputes will be allowed as specified in Florida Condominium Law.

THIS BOOKLET DOES NOT CONTAIN EVERYTHING WRITTEN IN THE BY-LAWS,
BUT IS INTENDED TO ISOLATE AND RECITE THOSE MATTERS FOR WHICH THE
UNIT OWNER HAS RESPONSIBILITY AND THE PROVISIONS FOR CORRECTING VIOLATIONS

THE ORIGINAL BY-LAWS WERE DATED IN 1973. THEY WERE AMENDED ON MAY 7, 1980
AND JULY 22, 1997.

SECTION

- 4 POWERS AND DUTIES OF THE BOARD OF DIRECTORS
- 4.4 TO ENACT RULES AND REGULATIONS CONCERNING THE TRANSFER, USE, APPEARANCE, OCCUPANCY OF THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SUBJECT TO ANY LIMITATIONS CONTAINED IN THE DECLARATIONS OF CONDOMINIUM.
- 4.6 TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS IN THE MANNER PROVIDED BY THE CONDOMINIUM DECLARATIONS (SEE SECTION 13) AND TO CHARGE A PRESET FEE, NOT TO EXCEED THE MAXIMUM PERMISSIBLE BY LAW, IN CONNECTION WITH SUCH APPROVAL. IN CONNECTION WITH THE LEASE OF UNITS, THE BOARD MAY REQUIRE THE POSTING OF A SECURITY DEPOSIT TO PROTECT AGAINST DAMAGES TO THE COMMON ELEMENTS, IN THE MANNER PROVIDED BY LAW.
- 4.7 TO ENFORCE BY LEGAL MEANS THE PROVISIONS OF THE DECLARATIONS, THE ARTICLES, THE BY-LAWS OF THE ASSOCIATION, AND THE RULES AND REGULATIONS FOR THE USE OF THE PROPERTIES IN THE CONDOMINIUM VILLAGES.
- 4.14 THE DIRECTORS MAY, PURSUANT TO F.S. 718.303, IMPOSE FINES AGAINST A UNIT NOT TO EXCEED THE MAXIMUM PERMISSIBLE BY LAW, FOR FAILURE TO COMPLY WITH THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS, INCLUDING THE RULES AND REGULATIONS, BY OWNERS, OCCUPANTS, LICENSEES, TENANTS AND INVITEES. A FINE MAY BE IMPOSED FOR EACH DAY OF CONTINUING VIOLATION WITH A SINGLE NOTICE AND OPPORTUNITY FOR HEARING, PROVIDED THAT NO FINE SHALL IN THE AGGREGATE EXCEED \$1,000.00, OR SUCH MAXIMUM AMOUNT AS IS PERMISSIBLE BY LAW, AND ALL FINE HEARINGS SHALL BE HELD BEFORE A COMMITTEE OF OTHER UNIT OWNERS AS REQUIRED BY LAW.
- 6 MINUTES AND INSPECTION OF RECORDS-MINUTES OF ALL MEETINGS OF UNIT OWNERS AND THE BOARD OF DIRECTORS SHALL BE KEPT IN A BUSINESSLIKE MANNER AND SHALL BE REDUCED TO WRITTEN FORM WITHIN THIRTY (30) DAYS AND THESE, PLUS RECORDS OF ALL RECEIPTS AND EXPENDITURES AND ALL OTHER OFFICIAL RECORDS, AS DEFINED IN F.S. 718.111 AND AS AMENDED FROM TIME TO TIME, SHALL BE AVAILABLE FOR INSPECTION BY UNIT OWNERS AND BOARD MEMBERS AT ALL REASONABLE TIMES.

- 7.7 LIENS FOR ASSESSMENTS-THE UNPAID PORTION OF AN ASSESSMENT INCLUDING AN ACCELERATED ASSESSMENT WHICH IS DUE, TOGETHER WITH ALL COSTS, INTEREST, LATE FEES, AND REASONABLE ATTORNEYS' FEES FOR COLLECTION, INCLUDING APPEALS, SHALL BE SECURED BY A LIEN UPON THE UNIT AND ALL APPURTENANCES THERETO WHEN A NOTICE CLAIMING THE LIEN HAS BEEN RECORDED BY THE ASSOCIATION IN ACCOURDANCE WITH THE REQUIREMENTS OF FLORIDA STATUTE 718.116, OR AS AMENDED FROM TIME TO TIME. ALL OF THE SAID CHARGES, COSTS, AND FEES SHALL ALSO BE SECURED BY A COMMON LAW LIEN UPON THE UNIT AND APPURTENANCES THERETO WHEN A NOTICE CLAIMING THE LIEN HAS BEEN RECORDED BY THE ASSOCIATION.
- 9 BY -LAW AMENDMENTS-AMENDMENTS TO THE BY-LAWS SHALL BE ADOPTED IN THE FOLLOWING MANNER:
- 9.1 NOTICE OF THE SUBJECT MATTER OF A PROPOSED AMENDMENT SHALL BE INCLUDED IN A NOTICE OF ANY MEETING OR THE TEXT OF ANY WRITTEN AGREEMENT AT WHICH A PROPOSED AMENDMENT IS CONSIDERED.
- 9.2 PROPOSAL OF AMENDMENTS-AN AMENDMENT MAY BE PROPOSED BY EITHER A MAJORITY OF THE DIRECTORS OR BY TWENTY-FIVE PERCENT (25%) OF THE VOTING INTERESTS.
- 9.3 ADOPTION OF AMENDMENTS-A RESOLUTION OR WRITTEN AGREEMENT ADOPTING A PROPOSED AMENDMENT MUST RECEIVE APPROVAL OF TWO-THIRDS (2/3) OF THE ENTIRE BOARD OF DIRECTORS, AND SIXTY-SIX AND TWO-THIRDS (66 2/3) OF THE VOTING INTERESTS OF THE ASSOCIATION. AMENDMENTS CORRECTING ERRORS OR OMISSIONS MAY BE ADOPTED BY THE BOARD ALONE.
- 10.1 UNIT OWNER COMPLAINTS-WHEN A UNIT OWNER FILES A WRITTEN COMPLAINT BY CERTIFIED MAIL WITH THE BOARD OF DIRECTORS, THE BOARD SHALL RESPOND IN WRITING TO THE UNIT OWNER WITHIN THIRTY (30) DAYS OF RECEIPT OF THE COMPLAINT..

**THIS BOOKLET DOES NOT CONTAIN EVERYTHING WRITTEN IN THE CONDOMINIUM DOCUMENTS,
BUT IS INTENDED TO ISOLATE AND RECITE THOSE MATTERS FOR WHICH THE UNIT OWNER HAS
RESPONSIBILITY.**

1. **DECLARATION OF CONDOMINIUM OF MEADOWOOD CONDOMINIUM**

SECTION

8.2 UNIT OWNERS RESPONSIBILITY & EXPENSE

8.2.1 TO MAINTAIN, REPAIR, AND REPLACE ALL PORTIONS OF THE UNIT AND LIMITED COMMON ELEMENTS PROMPTLY, EXCEPT PORTIONS TO BE MAINTAINED, REPAIRED AND REPLACED BY THE ASSOCIATION. SUCH PORTIONS OF THE UNIT TO BE MAINTAINED, REPLACED AND REPAIRED BY THE UNIT OWNER SHALL INCLUDE , BUT NOT BE LIMITED TO, THE FOLLOWING ITEMS:

8.2.1.1 WINDOWS, SCREENS, HOSE BIBS, EXTERIOR PASS -THROUGH, EXTERIOR LIGHTS AND OUTLETS, EXTERIOR DOORS, DOOR FRAMES AND DOOR HARDWARE, SLIDING GLASS DOORS, ALL AIR CONDITIONING AND HEATING EQUIPMENT, REGARDLESS OF LOCATION OF SAME, RANGE, HOOD, WATER HEATER, REFRIGERATOR, DISHWASHER, DISPOSAL, TRASH COMPACTOR (WHERE APPLICABLE), INTERCOM SYSTEM (WHERE APPLICABLE), FANS AND ALL OTHER APPLIANCES AND EQUIPMENT, INCLUDING PIPES, DUCTS, WIRING, FIXTURES AND/OR OTHER CONNECTIONS REQUIRED TO PROVIDE WATER, LIGHT, POWER, AIR CONDITIONING AND HEATING, TELEPHONE, TEMPORARY AND PERMANENT C.A.T.V., SEWERAGE AND SANITARY SERVICE TO HIS UNIT, AND WHICH MAY NOW OR HEREAFTER BE SITUATED IN HIS UNIT.

8.2.1.2 ALL INSIDE WALLS AND PARTITIONS NOT CONTRIBUTING TO THE SUPPORT OF THE BUILDING WITHIN WHICH THE UNIT IS HOUSED, AND ANY AND ALL FINISHES, PAINTING AND DECORATING UPON THOSE WALLS.

8.2.1.3 ALL DRYWALL ATTACHED TO THE ROOF TRUSSES (CEILING), EXTERIOR CONCRETE BLOCK BUILDING WALLS, AND INTERIOR CONCRETE BLOCK UNIT BOUNDARY WALLS, AND ANY AND ALL FINISHES, PAINTING AND DECORATIONS UPON THOSE SURFACES.

8.2.1.4 ALL CONCRETE FLOOR SLAB FINISHES, INCLUDING CARPET AND PAD, CERAMIC TILE, VINYL FLOORING, AND ANY OTHER FINISH MATERIALS

8.2.1.5 ALL SECOND FLOOR COMPONENTS INCLUDING STAIRS, MATERIALS AND FINISHES, IN THOSE UNITS HAVING A SECOND FLOOR.

8.2.1.6 ALL FURNISHINGS, DECORATING ITEMS, AND ALL OTHER ACCESSORIES.

8.2.1.7 PEST AND TERMITE CONTROL TO THE EXTENT REQUIRED. (NOTE: THE ASSOCIATION HAS HISTORICALLY PAID FOR TERMITE CONTROL)

1. **DECLARATION OF CONDOMINIUM OF MEADOWOOD CONDOMINIUM (CONTINUED)**

SECTION

- 8.2.2** TO PERFORM HIS RESPONSIBILITY IN SUCH A MANNER AND AT SUCH TIMES OF THE DAY AS TO NOT INTERFERE WITH OTHER UNIT OWNERS IN THE BUILDING OR ANY OF THE BUILDINGS COMPRISING THE COMPLEX, AND THEIR ENJOYMENT OF THEIR RESPECTIVE UNIT.
- 8.2.3** NOT TO PAINT OR OTHERWISE DECORATE, CHANGE, ALTER OR MODIFY THE APPEARANCE OF ANY PORTION OF THE BUILDING NOT CONTAINED WITHIN THE UNIT, UNLESS THE PRIOR WRITTEN CONSENT OF THE ASSOCIATION IS OBTAINED.
- 8.2.4** TO PROMPTLY REPORT TO THE ASSOCIATION OR ITS AGENT ANY DEFECT OR DEFICIENCY WHICH MAY NEED REPAIR, RESPONSIBILITY FOR THE REMEDY OF WHICH IS WITH THE ASSOCIATION AS ABOVE STATED.
- 8.2.5** NOT TO MAKE ANY STRUCTURAL OR OTHER CHANGES, MODIFICATIONS OR ALTERATIONS TO ANY PORTION OF THE UNIT OR THE BUILDING HOUSING THE UNIT WHICH IS DESIGNATED TO BE MAINTAINED BY THE ASSOCIATION OR TO REMOVE ANY PORTION THEREOF OR DO ANY OTHER ACT WHICH MAY JEOPARDIZE OR IMPAIR THE SAFETY OR SOUNDNESS OF THE BUILDING HOUSING THE UNIT WITHOUT FIRST OBTAINING WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF THE ASSOCIATION, TOGETHER WITH ALL MORTGAGEES OF EACH UNIT CONTAINED IN THE BUILDING.
- 8.2.6** NOT TO INTERFERE WITH OR IMPAIR ANY EASEMENT THROUGH, OVER OR AROUND HIS UNIT WITHOUT FIRST OBTAINING PRIOR WRITTEN CONSENT OF THE ASSOCIATION AND OF THE UNIT OWNERS FOR WHOSE BENEFIT SUCH EASEMENT EXISTS AND OF THE OWNER IF THE EASEMENT IS ALSO FOR THE BENEFIT OF THE OWNER, ITS SUCCESSORS OR ASSIGNS.
- 8.2.7** IT IS SPECIFICALLY UNDERSTOOD THAT EACH UNIT OWNER, INDIVIDUALLY, SHALL HAVE THE RESPONSIBILITY AND BEAR THE EXPENSE OF MAINTAINING ALL THE *LIMITED COMMON ELEMENTS* PERTAINING TO HIS UNIT WHICH ARE NOT MAINTAINED BY THE ASSOCIATION, INCLUDING, BUT NOT LIMITED TO, THE MAINTENANCE OF THE FOLLOWING:
- 8.2.7.1** THE INTERIOR SIDE OF THE FLORIDA GARDEN FENCE AND THE GROUND ENCLOSED. (NOTE: THIS IS THE AREA OUTSIDE THE SLIDING GLASS DOORS IN MOST MEADOWOOD UNITS)
- 8.2.7.2** THE STOOP
- 8.2.7.3** THE INTERIOR SIDES OF THE FAMILY COURT FENCE, AND THE SLAB AND GROUND ENCLOSED. (NOTE: THIS IS THE AREA BY THE STORAGE SHED IN MOST MEADOWOOD UNITS.)
- 8.2.7.4** THE EXTERIOR SIDE OF THE STORAGE ROOM WHICH IS INSIDE THE FAMILY COURT, AND ALL INTERIOR SIDES OF SAID STORAGE ROOM.

1. DECLARATION OF CONDOMINIUM OF MEADOWOOD CONDOMINIUM (CONTINUED)

SECTION

- 8.2.7.5 THAT PORTION OF THE PAVEMENT OF THE GARAPORT WHICH IS APPURTENANT TO EACH UNIT.
- 8.2.7.6 THE GROUND AND SLAB OF THE AIR CONDITIONING AND TRASH ENCLOSURE.
- 8.2.7 CONT. THE MAINTENANCE, REPAIR AND REPLACEMENT OF ALL THE AIR CONDITIONING EQUIPMENT APPURTENANT TO EACH UNIT, REGARDLESS OF THE LOCATION OF THE EQUIPMENT, SHALL BE AT THE SOLE EXPENSE OF EACH UNIT OWNER. IF ANY LIMITED COMMON ELEMENT AREAS OR LIMITED COMMON ELEMENTS CONTAINED THEREIN BECOME UNSIGHTLY, THE ASSOCIATION MAY REQUIRE PROPER CARE OF THE SAME.
- 8.2.8 WHENEVER THE MAINTENANCE AND REPAIR AND REPLACEMENT OF ANY ITEMS FOR WHICH THE OWNER OF A UNIT IS OBLIGATED TO MAINTAIN, REPAIR OR REPLACE AT HIS OWN EXPENSE, IS OCCASIONED BY ANY DAMAGE OR LOSS WHICH MAY BE COVERED BY ANY INSURANCE OF THE ASSOCIATION, PROCEEDS THEREFROM SHALL BE USED FOR THE PURPOSE THEREOF; PROVIDED THAT ANY SUMS REQUIRED IN EXCESS OF SUCH PROCEEDS SHALL BE PAID BY THE UNIT OWNER.

13 SALE, RENTAL LEASE OR TRANSFER

- 13.1 BEFORE THE TRANSFER OF HIS INTEREST IN A UNIT TO ANY PERSON, THE OWNER OF THE UNIT SHALL NOTIFY THE BOARD OF DIRECTORS OF THE ASSOCIATION IN WRITING OF THE NAME AND ADDRESS OF THE PERSON TO WHOM THE PROPOSED TRANSFER IS TO BE MADE, AND GIVE SUCH OTHER INFORMATION AS MAY BE REQUIRED BY THE BOARD OF DIRECTORS. THE TERM "TRANSFER" AS USED HEREIN SHALL INCLUDE ANY SALE, GIFT, RENTAL, LEASE OR OTHER TRANSFER OF ANY NATURE. THE TERM "UNIT OWNER" AS USED HEREIN SHALL ALSO INCLUDE AN OWNER'S LEGAL REPRESENTATIVE. WITHIN FIVE (5) DAYS AFTER RECEIPT OF THE NOTIFICATION THE BOARD OF DIRECTORS SHALL EITHER APPROVE OR DISAPPROVE A PROPOSED TRANSFER IN WRITING AND SHALL NOTIFY THE UNIT OWNER. (NOTE: ADDITIONAL PARTS OF THIS SECTION DEAL WITH TRANSFERS DECLINED).
- 13.8 AN OWNER OF A UNIT MAY NOT LEASE OR RENT HIS INTEREST IN THE UNIT MORE THAN THREE TIMES IN ANY CALENDAR YEAR, AND THEN ONLY IN CONFORMITY WITH THE PROVISIONS OF THIS ARTICLE, PROVIDED THAT RENTALS MAY BE FOR ANY TERM AGREED UPON BETWEEN THE UNIT OWNER AND LESSEE AND APPROVED AS SET OUT HEREINABOVE.

1. DECLARATION OF CONDOMINIUM OF MEADOWOOD CONDOMINIUM (CONTINUED)

SECTION

14 ENFORCEMENT OF MAINTENANCE REQUIREMENTS

14.1 IF THE OWNER OR OWNERS OF A UNIT FAIL TO MAINTAIN IT AS REQUIRED HEREIN OR MAKE ANY STRUCTURAL ADDITION OR ALTERATION TO A UNIT OR LIMITED COMMON ELEMENTS WITHOUT THE REQUIRED WRITTEN CONSENT, EITHER THE ASSOCIATION OR AN OWNER OF A UNIT SHALL HAVE THE RIGHT TO FORCE COMPLIANCE WITH THESE PROVISIONS BY LEGAL ACTION. THE ASSOCIATION SHALL HAVE THE RIGHT TO LEVY A SPECIAL ASSESSMENT AT ANY TIME AGAINST THE OWNER OR OWNERS OF UNIT AND THE UNIT ITSELF FOR THE NECESSARY SUMS TO PUT THE IMPROVEMENTS WITHIN THE UNIT IN GOOD CONDITION AND REPAIR OR TO REMOVE ANY UNAUTHORIZED STRUCTURAL ADDITION OR ALTERATION. AFTER MAKING THE ASSESSMENT, THE ASSOCIATION MAY HAVE ITS EMPLOYEES AND AGENTS ENTER THE UNIT AT ANY TIME TO DO SUCH WORK AS DEEMED NECESSARY BY THE BOARD OF DIRECTORS OF THE ASSOCIATION TO ENFORCE COMPLIANCE WITH THE PROVISIONS HEREOF.

14.2 THE ASSOCIATION MAY ENTER INTO A CONTRACT WITH ANY FIRM, PERSON OR CORPORATION FOR THE MAINTENANCE AND REPAIR OF THE CONDOMINIUM PROPERTY. THE ASSOCIATION SHALL DETERMINE THE EXTERIOR COLOR SCHEME OF ALL BUILDINGS AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF, AND NO OWNER SHALL PAINT AN EXTERIOR WALL, SOFFIT, GABLE, DOOR, WINDOW, GARDEN, TRELIS, COURT, STORAGE, GARAPORT, ENCLOSURE, OR ANY EXTERIOR SURFACE, AT ANY TIME, WITHOUT THE WRITTEN CONSENT OF THE ASSOCIATION.

17 AMENDMENT

17.1 AN AMENDMENT OR AMENDMENTS TO THIS DECLARATION MAY BE PROPOSED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION ACTING UPON A VOTE OF TWO-THIRDS (2/3) OF THE MEMBERS OF THE DIRECTORS OR BY TWO-THIRDS (2/3) OF THE MEMBERS OF THE ASSOCIATION, WHETHER MEETING AS MEMBERS OR BY INSTRUMENT IN WRITING SIGNED BY THEM.

17.3 THE AMENDMENT OR AMENDMENTS PROPOSED MUST BE APPROVED AT THE MEETING BY AN AFFIRMATIVE VOTE OF NOT LESS THAN SEVENTY-FIVE PER CENT (75%) OF THE MEMBERS OF THE ASSOCIATION IN ORDER FOR SUCH AMENDMENT OR AMENDMENTS TO BECOME EFFECTIVE.

19 REMEDIES FOR VIOLATIONS

FOR VIOLATION OR A BREACH OF ANY PROVISIONS OF THIS DECLARATION, THE BY LAWS OR THE RULES AND REGULATIONS ADOPTED PURSUANT THERETO, THE ASSOCIATION, THE UNIT OWNERS, AN INSTITUTIONAL FIRST MORTGAGEE, OR ANY OF THEM, JOINTLY OR SEVERALLY, MAY SUE FOR DAMAGES OR TO COMPEL COMPLIANCE WITH THE TERM VIOLATED OR TO PREVENT THE VIOLATION OF ANY OF THE PROVISIONS, OR FOR SUCH OTHER RELIEF AS MAY BE APPROPRIATE. THE FAILURE TO ENFORCE PROMPTLY ANY OF THE PROVISIONS OF THIS DECLARATION SHALL NOT BAR THEIR SUBSEQUENT ENFORCEMENT.

PET Rule

2

C. PROPER WINDOWS COVERS ARE REQUIRED ON THE INTERIOR OF THE UNITS. ALUMINUM FOIL, SHEETS/BLANKETS, TOWELS, AND THE LIKE ARE NOT ACCEPTABLE AS PROPER WINDOW COVERINGS.

D. EACH UNIT SHALL BE USED SOLELY FOR THE PURPOSE OF A SINGLE FAMILY RESIDENCE AND NOT COMMERCIAL ENDEAVORS.

E. SIGNS, ADVERTISEMENTS, OR NOTICES MAY NOT BE DISPLAYED, EXHIBITED, INSCRIBED, PAINTED OR AFFIXED ON INDIVIDUAL UNITS, COMMON ELEMENTS OR MEADOWOOD PROPERTIES WITHOUT PRIOR WRITTEN APPROVAL FROM THE BOARD OF DIRECTORS.

F. PERSONAL PROPERTY OF OWNERS AND RESIDENTS MUST BE STORED WITHIN THEIR RESPECTIVE UNITS AND NOT ON COMMON PROPERTY.

G. HANGING PLANTS OR OTHER HANGING ITEMS, I.E. BICYCLES, CANOES, ETC. ARE NOT PERMITTED IN THE CARPORT OR PATIO AREAS WITHOUT PRIOR APPROVAL FROM THE BOARD OF DIRECTORS.

H. LANDSCAPING OUTSIDE UNITS MUST BE SUBMITTED TO AND APPROVED BY THE BOARD OF DIRECTORS. PLANTS OR SHRUBS WITHIN THE FENCED PATIO AREAS ARE PERMITTED BUT MUST NOT EXCEED THE FENCE HEIGHT.

I. CATS, DOGS, AND OTHER DOMESTIC HOUSEHOLD PETS ARE ALLOWED WITHIN THE CONDOMINIUM UNITS. OWNERS/TENANTS ARE LIMITED TO ONE PET PER UNIT. ALL ANIMALS MUST BE ON A LEASH WHEN BROUGHT OUTSIDE THE UNITS AND OWNERS MUST CLEAN UP AFTER THEIR PETS. UNATTENDED OR ROAMING ANIMALS MAY BE TURNED OVER TO ANIMAL CONTROL CENTER. PETS ARE NOT ALLOWED IN THE CLUBHOUSE, POOL AREA, OR TENNIS COURTS.

J. ALL GARBAGE, TRASH, OR REFUSE SHOULD BE PLACED IN DISPOSAL UNITS OR CONTAINERS. PLASTIC BAGS SHALL BE SECURELY FASTENED AND TRASH CONTAINERS MUST HAVE LIDS. PLASTIC BAGS, GARBAGE CONTAINERS AND RECYCLE BINS **MUST BE STORED ON THE INSIDE** OF THE INDIVIDUAL CONDOMINIUM UNITS (I.E., PATIO AND STORAGE SHEDS) ARE NOT ON THE COMMON PROPERTY. THESE CONTAINERS SHALL BE PLACED AT THE DESIGNATED PICK UP AREA NO EARLIER THAN THE NIGHT BEFORE SCHEDULED GARBAGE PICKS UP. THESE RECEPTACLES ARE TO BE RETURNED TO THE INSIDE PATIO OR STORAGE SHED OF EACH UNIT ON THE SAME DAY AS THE SCHEDULE GARBAGE PICK UP.

3. CARPORTS, PARKING AREAS AND RV AREA

A. CARPORTS AND PARKING AREAS SHALL BE USED ONLY FOR CONVENTIONAL PASSENGER VEHICLES (AUTOMOBILES, MOTORCYCLES, and PICK UP TRUCKS AND VANS LESS THAN 16 FEET IN LENGTH) IN DRIVEABLE CONDITION, WITH CURRENT LICENSE PLATE. BOATS, BOAT TRAILERS, CANOES, JET SKIS, RV's, MOTOR HOMES, CAMPERS, AND OVERNIGHT PARKING FOR COMMERCIAL VEHICLES NOT ALLOWED IN RESIDENTIAL AREAS CAN BE STORED IN THE RV AREA.

B. EACH ITEM PARKED IN THE RV AREA MUST HAVE A CURRENT MEADOWOOD STICKER, WHICH CAN BE OBTAINED, AT THE MEADOWOOD OFFICE AT A COST OF \$5.00. THIS STICKER MUST BE RENEWED ANNUALLY AND YOU MUST PRESENT THE FOLLOWING DOCUMENTS:

THIS BOOKLET DOES NOT CONTAIN EVERYTHING WRITTEN IN THE BY-LAWS,
BUT IS INTENDED TO ISOLATE AND RECITE THOSE MATTERS FOR WHICH THE
UNIT OWNER HAS RESPONSIBILITY AND THE PROVISIONS FOR CORRECTING VIOLATIONS

THE ORIGINAL BY-LAWS WERE DATED IN 1973. THEY WERE AMENDED ON MAY 7, 1980
AND JULY 22, 1997.

SECTION

- 4 POWERS AND DUTIES OF THE BOARD OF DIRECTORS
- 4.4 TO ENACT RULES AND REGULATIONS CONCERNING THE TRANSFER, USE, APPEARANCE, OCCUPANCY OF THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SUBJECT TO ANY LIMITATIONS CONTAINED IN THE DECLARATIONS OF CONDOMINIUM.
- 4.6 TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS IN THE MANNER PROVIDED BY THE CONDOMINIUM DECLARATIONS (SEE SECTION 13) AND TO CHARGE A PRESET FEE, NOT TO EXCEED THE MAXIMUM PERMISSIBLE BY LAW, IN CONNECTION WITH SUCH APPROVAL. IN CONNECTION WITH THE LEASE OF UNITS, THE BOARD MAY REQUIRE THE POSTING OF A SECURITY DEPOSIT TO PROTECT AGAINST DAMAGES TO THE COMMON ELEMENTS, IN THE MANNER PROVIDED BY LAW.
- 4.7 TO ENFORCE BY LEGAL MEANS THE PROVISIONS OF THE DECLARATIONS, THE ARTICLES, THE BY-LAWS OF THE ASSOCIATION, AND THE RULES AND REGULATIONS FOR THE USE OF THE PROPERTIES IN THE CONDOMINIUM VILLAGES.
- 4.14 THE DIRECTORS MAY, PURSUANT TO F.S. 718.303, IMPOSE FINES AGAINST A UNIT NOT TO EXCEED THE MAXIMUM PERMISSIBLE BY LAW, FOR FAILURE TO COMPLY WITH THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS, INCLUDING THE RULES AND REGULATIONS, BY OWNERS, OCCUPANTS, LICENSEES, TENANTS AND INVITEES. A FINE MAY BE IMPOSED FOR EACH DAY OF CONTINUING VIOLATION WITH A SINGLE NOTICE AND OPPORTUNITY FOR HEARING, PROVIDED THAT NO FINE SHALL IN THE AGGREGATE EXCEED \$1,000.00, OR SUCH MAXIMUM AMOUNT AS IS PERMISSIBLE BY LAW, AND ALL FINE HEARINGS SHALL BE HELD BEFORE A COMMITTEE OF OTHER UNIT OWNERS AS REQUIRED BY LAW.
- 6 MINUTES AND INSPECTION OF RECORDS-MINUTES OF ALL MEETINGS OF UNIT OWNERS AND THE BOARD OF DIRECTORS SHALL BE KEPT IN A BUSINESSLIKE MANNER AND SHALL BE REDUCED TO WRITTEN FORM WITHIN THIRTY (30) DAYS AND THESE, PLUS RECORDS OF ALL RECEIPTS AND EXPENDITURES AND ALL OTHER OFFICIAL RECORDS, AS DEFINED IN F.S. 718.111 AND AS AMENDED FROM TIME TO TIME, SHALL BE AVAILABLE FOR INSPECTION BY UNIT OWNERS AND BOARD MEMBERS AT ALL REASONABLE TIMES.

- 7.7 LIENS FOR ASSESSMENTS-THE UNPAID PORTION OF AN ASSESSMENT INCLUDING AN ACCELERATED ASSESSMENT WHICH IS DUE, TOGETHER WITH ALL COSTS, INTEREST, LATE FEES, AND REASONABLE ATTORNEYS' FEES FOR COLLECTION, INCLUDING APPEALS, SHALL BE SECURED BY A LIEN UPON THE UNIT AND ALL APPURTENANCES THERETO WHEN A NOTICE CLAIMING THE LIEN HAS BEEN RECORDED BY THE ASSOCIATION IN ACCORDANCE WITH THE REQUIREMENTS OF FLORIDA STATUTE 718.116, OR AS AMENDED FROM TIME TO TIME. ALL OF THE SAID CHARGES, COSTS, AND FEES SHALL ALSO BE SECURED BY A COMMON LAW LIEN UPON THE UNIT AND APPURTENANCES THERETO WHEN A NOTICE CLAIMING THE LIEN HAS BEEN RECORDED BY THE ASSOCIATION.
- 9 BY -LAW AMENDMENTS-AMENDMENTS TO THE BY-LAWS SHALL BE ADOPTED IN THE FOLLOWING MANNER:
- 9.1 NOTICE OF THE SUBJECT MATTER OF A PROPOSED AMENDMENT SHALL BE INCLUDED IN A NOTICE OF ANY MEETING OR THE TEXT OF ANY WRITTEN AGREEMENT AT WHICH A PROPOSED AMENDMENT IS CONSIDERED.
- 9.2 PROPOSAL OF AMENDMENTS-AN AMENDMENT MAY BE PROPOSED BY EITHER A MAJORITY OF THE DIRECTORS OR BY TWENTY-FIVE PERCENT (25%) OF THE VOTING INTERESTS.
- 9.3 ADOPTION OF AMENDMENTS-A RESOLUTION OR WRITTEN AGREEMENT ADOPTING A PROPOSED AMENDMENT MUST RECEIVE APPROVAL OF TWO-THIRDS (2/3) OF THE ENTIRE BOARD OF DIRECTORS, AND SIXTY-SIX AND TWO-THIRDS (66 2/3) OF THE VOTING INTERESTS OF THE ASSOCIATION. AMENDMENTS CORRECTING ERRORS OR OMISSIONS MAY BE ADOPTED BY THE BOARD ALONE.
- 10.1 UNIT OWNER COMPLAINTS-WHEN A UNIT OWNER FILES A WRITTEN COMPLAINT BY CERTIFIED MAIL WITH THE BOARD OF DIRECTORS, THE BOARD SHALL RESPOND IN WRITING TO THE UNIT OWNER WITHIN THIRTY (30) DAYS OF RECEIPT OF THE COMPLAINT..

THIS BOOKLET DOES NOT CONTAIN EVERYTHING WRITTEN IN THE CONDOMINIUM DOCUMENTS,
BUT IS INTENDED TO ISOLATE AND RECITE THOSE MATTERS FOR WHICH THE UNIT OWNER HAS
RESPONSIBILITY.

1. DECLARATION OF CONDOMINIUM OF MEADOWOOD CONDOMINIUM

SECTION

8.2 UNIT OWNERS RESPONSIBILITY & EXPENSE

8.2.1 TO MAINTAIN, REPAIR, AND REPLACE ALL PORTIONS OF THE UNIT AND LIMITED COMMON ELEMENTS PROMPTLY, EXCEPT PORTIONS TO BE MAINTAINED, REPAIRED AND REPLACED BY THE ASSOCIATION. SUCH PORTIONS OF THE UNIT TO BE MAINTAINED, REPLACED AND REPAIRED BY THE UNIT OWNER SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING ITEMS:

8.2.1.1 WINDOWS, SCREENS, HOSE BIBS, EXTERIOR PASS -THROUGH, EXTERIOR LIGHTS AND OUTLETS, EXTERIOR DOORS, DOOR FRAMES AND DOOR HARDWARE, SLIDING GLASS DOORS, ALL AIR CONDITIONING AND HEATING EQUIPMENT, REGARDLESS OF LOCATION OF SAME, RANGE, HOOD, WATER HEATER, REFRIGERATOR, DISHWASHER, DISPOSAL, TRASH COMPACTOR (WHERE APPLICABLE), INTERCOM SYSTEM (WHERE APPLICABLE), FANS AND ALL OTHER APPLIANCES AND EQUIPMENT, INCLUDING PIPES, DUCTS, WIRING, FIXTURES AND/OR OTHER CONNECTIONS REQUIRED TO PROVIDE WATER, LIGHT, POWER, AIR CONDITIONING AND HEATING, TELEPHONE, TEMPORARY AND PERMANENT C.A.T.V., SEWERAGE AND SANITARY SERVICE TO HIS UNIT, AND WHICH MAY NOW OR HEREAFTER BE SITUATED IN HIS UNIT.

8.2.1.2 ALL INSIDE WALLS AND PARTITIONS NOT CONTRIBUTING TO THE SUPPORT OF THE BUILDING WITHIN WHICH THE UNIT IS HOUSED, AND ANY AND ALL FINISHES, PAINTING AND DECORATING UPON THOSE WALLS.

8.2.1.3 ALL DRYWALL ATTACHED TO THE ROOF TRUSSES (CEILING), EXTERIOR CONCRETE BLOCK BUILDING WALLS, AND INTERIOR CONCRETE BLOCK UNIT BOUNDARY WALLS, AND ANY AND ALL FINISHES, PAINTING AND DECORATIONS UPON THOSE SURFACES.

8.2.1.4 ALL CONCRETE FLOOR SLAB FINISHES, INCLUDING CARPET AND PAD, CERAMIC TILE, VINYL FLOORING, AND ANY OTHER FINISH MATERIALS

8.2.1.5 ALL SECOND FLOOR COMPONENTS INCLUDING STAIRS, MATERIALS AND FINISHES, IN THOSE UNITS HAVING A SECOND FLOOR.

8.2.1.6 ALL FURNISHINGS, DECORATING ITEMS, AND ALL OTHER ACCESSORIES.

8.2.1.7 PEST AND TERMITE CONTROL TO THE EXTENT REQUIRED. (NOTE: THE ASSOCIATION HAS HISTORICALLY PAID FOR TERMITE CONTROL)

1. DECLARATION OF CONDOMINIUM OF MEADOWOOD CONDOMINIUM (CONTINUED)

SECTION

- 8.2.2 TO PERFORM HIS RESPONSIBILITY IN SUCH A MANNER AND AT SUCH TIMES OF THE DAY AS TO NOT INTERFERE WITH OTHER UNIT OWNERS IN THE BUILDING OR ANY OF THE BUILDINGS COMPRISING THE COMPLEX, AND THEIR ENJOYMENT OF THEIR RESPECTIVE UNIT.
- 8.2.3 NOT TO PAINT OR OTHERWISE DECORATE, CHANGE, ALTER OR MODIFY THE APPEARANCE OF ANY PORTION OF THE BUILDING NOT CONTAINED WITHIN THE UNIT, UNLESS THE PRIOR WRITTEN CONSENT OF THE ASSOCIATION IS OBTAINED.
- 8.2.4 TO PROMPTLY REPORT TO THE ASSOCIATION OR ITS AGENT ANY DEFECT OR DEFICIENCY WHICH MAY NEED REPAIR, RESPONSIBILITY FOR THE REMEDY OF WHICH IS WITH THE ASSOCIATION AS ABOVE STATED.
- 8.2.5 NOT TO MAKE ANY STRUCTURAL OR OTHER CHANGES, MODIFICATIONS OR ALTERATIONS TO ANY PORTION OF THE UNIT OR THE BUILDING HOUSING THE UNIT WHICH IS DESIGNATED TO BE MAINTAINED BY THE ASSOCIATION OR TO REMOVE ANY PORTION THEREOF OR DO ANY OTHER ACT WHICH MAY JEOPARDIZE OR IMPAIR THE SAFETY OR SOUNDNESS OF THE BUILDING HOUSING THE UNIT WITHOUT FIRST OBTAINING WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF THE ASSOCIATION, TOGETHER WITH ALL MORTGAGEES OF EACH UNIT CONTAINED IN THE BUILDING.
- 8.2.6 NOT TO INTERFERE WITH OR IMPAIR ANY EASEMENT THROUGH, OVER OR AROUND HIS UNIT WITHOUT FIRST OBTAINING PRIOR WRITTEN CONSENT OF THE ASSOCIATION AND OF THE UNIT OWNERS FOR WHOSE BENEFIT SUCH EASEMENT EXISTS AND OF THE OWNER IF THE EASEMENT IS ALSO FOR THE BENEFIT OF THE OWNER, ITS SUCCESSORS OR ASSIGNS.
- 8.2.7 IT IS SPECIFICALLY UNDERSTOOD THAT EACH UNIT OWNER, INDIVIDUALLY, SHALL HAVE THE RESPONSIBILITY AND BEAR THE EXPENSE OF MAINTAINING ALL THE *LIMITED COMMON ELEMENTS* PERTAINING TO HIS UNIT WHICH ARE NOT MAINTAINED BY THE ASSOCIATION, INCLUDING, BUT NOT LIMITED TO, THE MAINTENANCE OF THE FOLLOWING:
- 8.2.7.1 THE INTERIOR SIDE OF THE FLORIDA GARDEN FENCE AND THE GROUND ENCLOSED. (NOTE: THIS IS THE AREA OUTSIDE THE SLIDING GLASS DOORS IN MOST MEADOWOOD UNITS)
- 8.2.7.2 THE STOOP
- 8.2.7.3 THE INTERIOR SIDES OF THE FAMILY COURT FENCE, AND THE SLAB AND GROUND ENCLOSED. (NOTE: THIS IS THE AREA BY THE STORAGE SHED IN MOST MEADOWOOD UNITS.)
- 8.2.7.4 THE EXTERIOR SIDE OF THE STORAGE ROOM WHICH IS INSIDE THE FAMILY COURT, AND ALL INTERIOR SIDES OF SAID STORAGE ROOM.

1. DECLARATION OF CONDOMINIUM OF MEADOWOOD CONDOMINIUM (CONTINUED)

SECTION

- 8.2.7.5 THAT PORTION OF THE PAVEMENT OF THE GARAPORT WHICH IS APPURTENANT TO EACH UNIT.
- 8.2.7.6 THE GROUND AND SLAB OF THE AIR CONDITIONING AND TRASH ENCLOSURE.
- 8.2.7 CONT. THE MAINTENANCE, REPAIR AND REPLACEMENT OF ALL THE AIR CONDITIONING EQUIPMENT APPURTENANT TO EACH UNIT, REGARDLESS OF THE LOCATION OF THE EQUIPMENT, SHALL BE AT THE SOLE EXPENSE OF EACH UNIT OWNER. IF ANY LIMITED COMMON ELEMENT AREAS OR LIMITED COMMON ELEMENTS CONTAINED THEREIN BECOME UNSIGHTLY, THE ASSOCIATION MAY REQUIRE PROPER CARE OF THE SAME.
- 8.2.8 WHENEVER THE MAINTENANCE AND REPAIR AND REPLACEMENT OF ANY ITEMS FOR WHICH THE OWNER OF A UNIT IS OBLIGATED TO MAINTAIN, REPAIR OR REPLACE AT HIS OWN EXPENSE, IS OCCASIONED BY ANY DAMAGE OR LOSS WHICH MAY BE COVERED BY ANY INSURANCE OF THE ASSOCIATION, PROCEEDS THEREFROM SHALL BE USED FOR THE PURPOSE THEREOF; PROVIDED THAT ANY SUMS REQUIRED IN EXCESS OF SUCH PROCEEDS SHALL BE PAID BY THE UNIT OWNER.
- 13 SALE, RENTAL LEASE OR TRANSFER
- 13.1 BEFORE THE TRANSFER OF HIS INTEREST IN A UNIT TO ANY PERSON, THE OWNER OF THE UNIT SHALL NOTIFY THE BOARD OF DIRECTORS OF THE ASSOCIATION IN WRITING OF THE NAME AND ADDRESS OF THE PERSON TO WHOM THE PROPOSED TRANSFER IS TO BE MADE, AND GIVE SUCH OTHER INFORMATION AS MAY BE REQUIRED BY THE BOARD OF DIRECTORS. THE TERM "TRANSFER" AS USED HEREIN SHALL INCLUDE ANY SALE, GIFT, RENTAL, LEASE OR OTHER TRANSFER OF ANY NATURE. THE TERM "UNIT OWNER" AS USED HEREIN SHALL ALSO INCLUDE AN OWNER'S LEGAL REPRESENTATIVE. WITHIN FIVE (5) DAYS AFTER RECEIPT OF THE NOTIFICATION THE BOARD OF DIRECTORS SHALL EITHER APPROVE OR DISAPPROVE A PROPOSED TRANSFER IN WRITING AND SHALL NOTIFY THE UNIT OWNER. (NOTE: ADDITIONAL PARTS OF THIS SECTION DEAL WITH TRANSFERS DECLINED).
- 13.8 AN OWNER OF A UNIT MAY NOT LEASE OR RENT HIS INTEREST IN THE UNIT MORE THAN THREE TIMES IN ANY CALENDAR YEAR, AND THEN ONLY IN CONFORMITY WITH THE PROVISIONS OF THIS ARTICLE, PROVIDED THAT RENTALS MAY BE FOR ANY TERM AGREED UPON BETWEEN THE UNIT OWNER AND LESSEE AND APPROVED AS SET OUT HEREINABOVE.

1. DECLARATION OF CONDOMINIUM OF MEADOWOOD CONDOMINIUM (CONTINUED)

SECTION

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14.1 IF THE OWNER OR OWNERS OF A UNIT FAIL TO MAINTAIN IT AS REQUIRED HEREIN OR MAKE ANY STRUCTURAL ADDITION OR ALTERATION TO A UNIT OR LIMITED COMMON ELEMENTS WITHOUT THE REQUIRED WRITTEN CONSENT, EITHER THE ASSOCIATION OR AN OWNER OF A UNIT SHALL HAVE THE RIGHT TO FORCE COMPLIANCE WITH THESE PROVISIONS BY LEGAL ACTION. THE ASSOCIATION SHALL HAVE THE RIGHT TO LEVY A SPECIAL ASSESSMENT AT ANY TIME AGAINST THE OWNER OR OWNERS OF UNIT AND THE UNIT ITSELF FOR THE NECESSARY SUMS TO PUT THE IMPROVEMENTS WITHIN THE UNIT IN GOOD CONDITION AND REPAIR OR TO REMOVE ANY UNAUTHORIZED STRUCTURAL ADDITION OR ALTERATION. AFTER MAKING THE ASSESSMENT, THE ASSOCIATION MAY HAVE ITS EMPLOYEES AND AGENTS ENTER THE UNIT AT ANY TIME TO DO SUCH WORK AS DEEMED NECESSARY BY THE BOARD OF DIRECTORS OF THE ASSOCIATION TO ENFORCE COMPLIANCE WITH THE PROVISIONS HEREOF.

14.2 THE ASSOCIATION MAY ENTER INTO A CONTRACT WITH ANY FIRM, PERSON OR CORPORATION FOR THE MAINTENANCE AND REPAIR OF THE CONDOMINIUM PROPERTY. THE ASSOCIATION SHALL DETERMINE THE EXTERIOR COLOR SCHEME OF ALL BUILDINGS AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE THEREOF, AND NO OWNER SHALL PAINT AN EXTERIOR WALL, SOFFIT, GABLE, DOOR, WINDOW, GARDEN, TRELLIS, COURT, STORAGE, GARAPORT, ENCLOSURE, OR ANY EXTERIOR SURFACE, AT ANY TIME, WITHOUT THE WRITTEN CONSENT OF THE ASSOCIATION.

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17.1 AN AMENDMENT OR AMENDMENTS TO THIS DECLARATION MAY BE PROPOSED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION ACTING UPON A VOTE OF TWO-THIRDS (2/3) OF THE MEMBERS OF THE DIRECTORS OR BY TWO-THIRDS (2/3) OF THE MEMBERS OF THE ASSOCIATION, WHETHER MEETING AS MEMBERS OR BY INSTRUMENT IN WRITING SIGNED BY THEM.

17.3 THE AMENDMENT OR AMENDMENTS PROPOSED MUST BE APPROVED AT THE MEETING BY AN AFFIRMATIVE VOTE OF NOT LESS THAN SEVENTY-FIVE PER CENT (75%) OF THE MEMBERS OF THE ASSOCIATION IN ORDER FOR SUCH AMENDMENT OR AMENDMENTS TO BECOME EFFECTIVE.

19 REMEDIES FOR VIOLATIONS

FOR VIOLATION OR A BREACH OF ANY PROVISIONS OF THIS DECLARATION, THE BY LAWS OR THE RULES AND REGULATIONS ADOPTED PURSUANT THERETO, THE ASSOCIATION, THE UNIT OWNERS, AN INSTITUTIONAL FIRST MORTGAGEE, OR ANY OF THEM, JOINTLY OR SEVERALLY, MAY SUE FOR DAMAGES OR TO COMPEL COMPLIANCE WITH THE TERM VIOLATED OR TO PREVENT THE VIOLATION OF ANY OF THE PROVISIONS, OR FOR SUCH OTHER RELIEF AS MAY BE APPROPRIATE. THE FAILURE TO ENFORCE PROMPTLY ANY OF THE PROVISIONS OF THIS DECLARATION SHALL NOT BAR THEIR SUBSEQUENT ENFORCEMENT.

The Rules and Regulations hereinafter enumerated as to the Condominium Property, shall be deemed in effect until amended, modified or rescinded by the Board of Directors of the Association, and shall apply to and be binding upon all unit owners and occupants. The unit owners shall, at all times, obey such Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, permitted lessees and persons over whom they exercise control and supervision. The initial Rules and Regulations are as follows:

1. BUILDING APPEARANCE AND MAINTENANCE

- a. All sidewalks, walkways, hallways, stairwells and entrances which are part of the common elements must not be obstructed or used for any purpose other than ingress and egress. No personal property may be left or stored in such areas, either on a temporary or permanent basis. Unit owners may store their personal property only within their respective units.
- b. No clothing, bedding, linens, curtains, laundry or other articles shall be dried, aired or hung in any outdoor area, nor shall they be dried, aired, hung or stored in any unit, including the balcony or patios, where such may be seen from outside the unit.
- c. Nothing may be shaken or hung from doors, windows, balconies or patios, or any of the common elements, nor shall any personal property, other than plants or patio furniture, be stored or kept on any balcony or patio area which can be seen from outside the unit.
- d. None of the common elements shall be decorated or furnished by any unit owner or person without the prior written approval of the Board of Directors of the Association.
- e. All garbage or trash shall be properly placed in the disposal chutes and receptacles provided for such purpose by the Association.
- f. No cooking shall be permitted on any patio or balcony of a unit, and no cooking may be done on the common elements unless specifically permitted by the Board of Directors of the Association.
- g. All doors leading from the units to common elements, and all doors of the building shall be closed at all times except when in actual use for ingress and egress.
- h. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, and shall promptly pay for all utilities which are separately metered to the unit.
- i. No unit owner shall make or permit any disturbing noises by himself, his family, or other occupants of his unit nor do or permit anything to be done by such persons that will unreasonably or unnecessarily interfere with the rights, comforts or convenience of other unit owners. No unit owner shall play or permit to be played any musical instrument, or operate or permit to be operated, a phonograph, radio or sound amplifier in his unit, in such a manner as to disturb or annoy other occupants of the condominium. All parties shall lower the volume as to the foregoing from 10:00 P.M. to 9:00 A.M. each day.

b. Payment of assessments and maintenance fees shall be made at the office of the management agent, as designated from time to time. Payments made in the form of checks shall be made to the order of such party as the management agent shall designate.

a. No unit owner or occupant shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association or of any management agent employed by the Association. Complaints regarding the service of the Condominium Management Agreement shall be made in writing to the management agent, as long as the Board of Directors of the Association remains in effect, and thereafter, to the Board of Directors of the Association.

4. OPERATION OF CONDOMINIUM

a. Each unit is restricted to residential use by the owners, or permitted lessees thereof, their immediate families and guests. No owners or lessees of any unit shall permit use thereof for transient, hotel or commercial purposes.

3. OCCUPANTS OF UNITS

a. All automobile parking spaces, whether specifically assigned to a unit, or available for general parking, shall be used solely and exclusively for that purpose. Initially, the spaces designated for general parking are those shown as Nos. 41 through 60 on the Condominium Plat. The Board of Directors of the Association hereafter may designate other or additional parking spaces for general parking. No unit owner or other person shall keep, park, store or leave boats, trailers, campers, recreation vehicles, inoperable motor vehicles or the like in any parking spaces or on the Condominium Property at any time.

2. PARKING

1. Unit owners and persons in the building with their consent, permission or approval, express or implied, shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof or the utility or telephone rooms of the building. Such areas shall be restricted to those persons specifically authorized by the Association or management agent in connection with maintenance, repair or operation of the building.

k. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common element except such as are required for normal household use.

f. No sign, advertisement, notice or other lettering shall be exhibited, displayed, incised, painted or affixed, in or upon any part of the common elements or any part of a unit which is visible from the exterior of the building by any unit owner or occupant without written permission of the Board of Directors of the Association. This provision, however, shall not apply to the Developer.

5. ALTERATION OF CONDOMINIUM

Unit owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to the exterior appearance of any portion of the building or other Condominium property is subject to the provisions of the Declaration of Condominium.

6. NOTICE AS TO MORTGAGE

Each unit owner shall notify the Secretary of the Association in writing within five (5) days of the date a mortgage or other lien is placed of record encumbering his unit, such notice shall state the name and address of the mortgagee or other lien holder, and representative to receive notice in case of casualty loss. In the event the name, address or representative shall change, the unit owner shall give written notice to the Association's Secretary advising of the change within five (5) days thereof. The Association shall be entitled to rely on the information received pursuant hereto, and shall have no obligation to make independent inquiry.

7. DECLARATION CONTROLS

In the event of any inconsistency or conflict between these Rules and Regulations, or any amendments thereof or additions thereto, and the Declaration, the Declaration shall control.

8. VIOLATIONS

In the event a unit owner or occupant of the unit is in violation of the Rules and Regulations from time to time adopted by the Board of Directors of the Association and, after notification by the Board of Directors, continues to violate such Rules and Regulations, such unit owner shall pay for the costs and expenses, including reasonable legal fees of legal proceedings brought to enforce the violated Rules and Regulations; provided that the party seeking to enforce the Rules and Regulations has been successful in the litigation.

9. ADDITIONAL RULES AND REGULATIONS

The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time, and to amend, modify and rescind the present Rules and Regulations, all without the consent of the Association members. Such additional Rules and Regulations, as well as any such amendments or modifications shall be as binding as all other Rules and Regulations previously adopted.

THIS AGREEMENT entered into this 26th day of November, 1979, between SOUTHWEST MANAGEMENT, INC., a Florida corporation (hereinafter referred to as "Manager"), and THE OAKS UNIT I CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation (hereinafter referred to as "Association").

W I T N E S S E T H :

WHEREAS, Association is the governing body for the Oaks Unit I, a Condominium (hereinafter referred to as the "Condominium"), in Hillsborough County, Florida; and

WHEREAS, Manager is a Florida corporation experienced in the management of condominiums; and

WHEREAS, Association and Manager desire to provide for the management by Manager of the Condominium property;

NOW, THEREFORE, in consideration of their mutual covenants the parties covenant and agree as follows:

1. Term. Association employs Manager exclusively to manage the Condominium for a one (1) year term that shall commence on the first day of the month following the recording of the Declaration of Condominium, subject to the unit owners' right of cancellation pursuant to the provisions of Section 718.302 of the Florida Condominium Act (the "Condominium Act"). After such initial one (1) year term, if this Agreement has not been sooner cancelled, the term shall automatically be extended year to year; provided, however, that either party may cancel this Agreement upon written notice to the other party mailed or delivered at least thirty (30) days prior to the commencement of any such yearly extension, unless the unit owners elect to terminate during any such yearly extension, pursuant to Section 718.302 of the Condominium Act.

2. Manager's Compensation. Association agrees to pay Manager as compensation for its services at the rate of six dollars (\$6.00) per unit per month, payable monthly in advance.

3. Manager's Authority and Duties. Association and Manager agree that Manager shall have the following authority and shall perform the following duties:

- A. Prepare operating budgets for the year or other appropriate period in consultation with the Board of Directors of the Association.
- B. Collect, as agent of the Association, the monthly assessments for common expenses due from each unit owner and deposit same in a special account for the benefit of the Association.
- C. Secure the services of personnel and contractors to provide for maintenance of the common elements of the Condominium, but replacement in the public areas, ground care, accounting and such other services as Manager or the Board of Directors of the Association shall deem advisable, and supervise, pay and discharge such personnel and contractors.
- D. Place insurance coverage in accordance with the instructions of the Board of Directors of the Association.
- E. Pay from the Association's special account, to the extent of the moneys collected from the unit owners, the

EXHIBIT 4A TO PROSPECTUS

(consisting of 4 pages)

6. Indemnification of Manager. Association agrees to save Manager harmless from, and reimburse Manager for, all claims, losses and liabilities and all expenses, including attorney's fees and court costs, in connection with the management of the Condominium, including liability from injury suffered by an employee or any other person, and to carry, at its own expense, necessary public liability insurance, which insurance policy shall be so written as to protect Manager in the same manner and to the same extent it protects Association, and will name Manager as co-insured. Manager shall not be liable for any error of judgment or for any mistake of fact or law, or for anything which it may hereafter do or refrain from doing in connection with the management of the Condominium, except for willful misconduct or gross negligence.

5. Responsibilities Affecting an Individual Unit. The parties hereto acknowledge and agree that the Manager has no responsibility hereunder for the maintenance and repair of those portions of a unit which, under Section 10.2 (b) of the Declaration of Condominium, are the responsibility of the unit owner for purposes of maintenance; not for the maintenance, repair or replacement of a unit owner's fixtures or appliances, including a unit owner's air conditioning system; not for the payment of the utilities individually and separately metered to a member's unit; not for the taxes levied against a unit owner; nor for the payments due on a unit owner's individual mortgage.

- A. First, in payment of Manager's compensation.
- B. Second, in payment of payroll requirements, including fringe benefits, in connection with personnel hired by Manager pursuant to Paragraph 3.C above.
- C. Third, in payment of other expenses incurred by Manager hereunder.
- D. Manager is under no obligation to pay any expenses incurred hereunder in excess of funds available in the Association's account.

4. Distribution of Funds. Association and Manager agree that disbursements by Manager from the Association account shall be made according to the following priorities and principles:

- I. A specific listing of the services, obligations and responsibilities of the Manager under this agreement, including the amount of money to be paid therefor, a time schedule indicating how often such will be performed or provided, and the minimum number of personnel to be employed by Manager therefor, is set forth on Exhibit A attached here to and incorporated herein by reference.
 - H. Maintain an office and keep books and records pertaining to the Association and to matters referred to above in this Paragraph 3. Accounting records shall be open to inspection at reasonable times by the unit owners; provided, however, that for the period for which the level of common expenses has been guaranteed by the Developer (see Paragraph 15 of the Prospectus for this Condominium) no accounting shall be required of Manager.
 - G. File the annual reports and filings (with fees, if required) required by the Office of the Secretary of State and the Division of Land Sales and Condominiums of the State of Florida.
 - F. Furnish the Treasurer of the Association a monthly statement showing all delinquent payments owed by the members and an annual statement showing collections, disbursements and the balance in the special account.
- Obligations of the Association as provided in the operating budget, the Declaration of Condominium, and the expenses incurred hereunder.

(CORPORATE SEAL)

Attest: [Signature]
Secretary

By: [Signature]
President

THE OAKS UNIT 1 CONDOMINIUM
ASSOCIATION, INC.
"Association"

(CORPORATE SEAL)

By: [Signature]
President

SOUTHWEST MANAGEMENT, INC.
"Manager"

for any mistake of fact or law, or for anything which it may hereafter do or refrain from doing in connection with the management of the Condominium, except for willful misconduct or gross negligence.

7. Assignment. Manager herein reserves the right to assign this Agreement at any time to any affiliated corporations engaging in condominium management.

8. Agreement to Assess. Association agrees that it will assess its members annually a sum sufficient to equal the annual budget adopted from year to year and will instruct its members to commence the payments of their respective assessments to Manager. If at the end of a budget year Manager has expended less than the total budgeted amount, Manager shall continue to hold such sums for the use and benefit of the Association, and such excess will be taken into consideration in connection with the preparation of the budget for the next ensuing year. Manager agrees to advise and consult with the Board of Directors of Association in connection with the preparation of each annual budget.

9. Funds Received. All moneys received from Manager pursuant to the terms of this Agreement from the Association members, shall be payable in such manner and to such account as will be designated by Manager, and be placed in depositories to be selected by Manager.

10. Default by Association. In the event Association defaults in making any payments required to be made hereunder, Manager shall be entitled to give thirty (30) days written notice. If the default remains uncured following such notice Manager shall have the right to cancel this Agreement.

11. Default by Manager. In the event Manager defaults in any of its obligations hereunder, Association shall be entitled to give thirty (30) day written notice. If the default remains uncured following such notice Association shall have the right to cancel this Agreement.

12. Relationship to Developer. Southwest Management, Inc., the Manager, is the wholly owned subsidiary of U.S. Home Corporation, the developer of the Condominium.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EXHIBIT "A" TO THE OAKS UNIT I CONDOMINIUM ASSOCIATION, INC.,
 MANAGEMENT CONTRACT BETWEEN SOUTHWEST MANAGEMENT, INC., A FLORIDA
 CORPORATION, AS "MANAGER" AND THE OAKS UNIT I CONDOMINIUM
 ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AS "ASSOCIATION."

SCHEDULE OF INFORMATION REQUIRED BY SECTION 718.3025 OF THE
 CONDOMINIUM ACT.

MINIMUM NUMBER OF PERSONNEL UNDER MANAGEMENT FOR SUPERVISOR MANAGEMENT CONTRACT	SUPERVISE SERVICE PER MONTH (Approximate)	TIME SCHEDULE	SERVICE TO BE PERFORMED
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one part-time manager	\$ 2.50	as required	Secure, supervise and discharge personnel and contractors to provide for the maintenance of the common elements of the condominium
one part-time employee	\$ 1.25 ✓	continual basis	Keep books and records pertaining to the Association
one part-time manager	\$.25 ✓	annually	Place insurance coverage
one part-time employee	\$.25	monthly	Collect and deposit monthly assessments
one part-time employee	\$.50	semi-monthly	Pay obligations and expenses of the Association
one part-time manager	\$.75	annually	Prepare operating budget
one part-time employee	\$.25 ✓	monthly	Furnish monthly delinquent statements; furnish annual operating statement
one part-time employee	\$.25	as dictated by government agencies	File annual reports and tax forms required by federal agencies

THIS AGREEMENT made and entered into as of the 25th day of November, 1979, by and between the OAKS COMMUNITY ASSOCIATION, INC., a non-profit Florida corporation, herein called "Association", and SOUTHWEST MANAGEMENT, INC., a Florida corporation, herein called "Management Firm,"

WHEREAS, Management Firm is in the business of managing and providing maintenance of recreation and other facilities; and

WHEREAS, pursuant to the Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 3592, at page 1510, Public Records of Hillsborough County, Florida, herein called the "Master Declaration", Association is to operate and maintain certain facilities, as defined in the Declaration, and other lands, herein together called the "Community Property", and desires to employ Management Firm to manage and maintain such Community Property, and perform other related services; and

WHEREAS, authority is granted in the By-laws of Association to enter into a contract providing for the management, supervision and maintenance of the Community Property, and rendering of other services;

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and agreements hereafter set forth, the parties covenant and agree as follows:

1. Association hereby employs Management Firm and Management Firm hereby accepts such employment for the term, consideration hereafter recited, for the time and upon the terms, provisions and conditions hereafter set forth.

2. Management Firm assumes and agrees to perform for Association such duties as are necessary to manage and maintain the Community Property. Without limiting the generality of the foregoing, Management Firm shall provide consultation, advice, guidance, managerial and maintenance services necessary to do and accomplish the following:

a. To provide such maintenance services for the Community Property as Association, under the Master Declaration, is obligated to provide.

b. To collect and receive in the name of the Association or as agent for the Association, all assessments and charges which may be due from Association members. Management Firm is hereby given the right to receipt for any and all assessments and charges and, in the event that the payment of any assessments or charges due to Association may be in default, to take, as agent for the Association, such legal action as may be necessary to enforce any and all rights which Association may have against the member, or other party who is delinquent in the payment to Association. Management Firm shall furnish Association on or about the fifteenth (15th) day of each month during the term hereof with an itemized list of all delinquent accounts.

3. Everything done in managing the Community Property by Management Firm under the provisions of this Agreement shall be done as an agent for Association, and all obligations shall be for the account of, on behalf of, and at the expense of Association. Management Firm shall not be obligated to make any advance to or for the account of Association or to pay any sum, except out of funds held or provided by Association or from its members, nor shall Management Firm be obligated to incur any liability or obligation on account of Association without assurance that the necessary funds for the discharge thereof will be provided. Since Management Firm will be acting at all times for and on behalf of the Association, it is understood and agreed that any public liability insurance carried and maintained by Association shall be extended to and shall cover, in addition to the Association, Management Firm, its agents and employees, all

1. A specific listing of the services, obligations and responsibilities of the Management Firm under this Agreement, including the amount of money to be paid therefor, a time schedule indicating how often such will be performed or provided, and the minimum number of personnel to be employed by Management Firm therefor, is set forth on Exhibit A attached hereto and incorporated herein by reference.

h. To prepare disbursements of Association funds to pay (1) salaries and other compensation due and payable to employees of Association, and (2) costs and expenses incurred in the carrying out of Management Firm's duties and responsibilities under this Agreement. All bank accounts maintained by Management Firm or Association shall be maintained in a bank or banks whose deposits are insured by the F.D.I.C. and shall be placed in accounts styled so as to indicate the custodial nature thereof.

g. To at all times keep and maintain a separate set of books and records for Association, which accounting records shall be subject to examination by Association members or their authorized representatives at reasonable times. Management Firm shall also prepare and render annual statements of income and expense to the Board of Directors of Association.

f. To prepare an annual budget not less than thirty (30) days before the beginning of each fiscal year, setting forth an itemized statement of anticipated receipts and disbursements for the forthcoming fiscal year, based upon the previous year's experience and taking into account the general condition of the Community Property and the objectives for the ensuing year and to submit to the Board of Directors of the Association wage rate recommendations for the forthcoming year.

e. To work in conjunction with such accountant and legal counsel as may be selected by Association, and to aid in the preparation of any and all forms, reports, and returns required by law to be filed by Association with any governmental authority.

d. Where applicable, to make contracts for furnishing of water, sewer, electricity, gas, telephone, and externalizing services, and such other services as Management Firm shall deem to be in the best interests of the Association. Management Firm shall place such orders for such equipment, tools, appliances, materials and supplies as are necessary in the opinion of Management Firm. Orders shall be made in the name of the Association or in the name of Management Firm as agent for Association.

c. To take such action as may be necessary to comply with any and all federal, state, county or municipal laws, ordinances or orders pertaining to the Community Property; provided, however, that except in the event of emergencies, Management Firm shall not take any such action without notifying the Board of Directors of Association if time so permits, and Management Firm shall not take any such action so long as Association is contesting, or has affirmed its intention to protest, any such law, ordinance or order.

(CORPORATE SEAL)

By: [Signature]
 THE OAKS COMMUNITY ASSOCIATION, INC.

Address: [Signature]
 Secretary

[Signature]
[Signature]

Signed, sealed and delivered in the presence of:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers and have caused their respective corporate seals to be affixed, as of the day and year aforesaid.

10. Southwest Management, Inc., the Management Firm, is the wholly owned subsidiary of U.S. Home Corporation, the Declarant under the Master Declaration.

9. This Agreement shall be binding upon the parties and hereto and their respective successors, legal representatives and assigns.

8. In the event Management Firm defaults in any of its obligations hereunder, Association shall be entitled to give thirty (30) days written notice. If the default remains uncured following such notice, Association shall have the right to cancel this Agreement.

7. In the event Association defaults in making any payments required to be made hereunder, Management Firm shall be entitled to give thirty (30) days written notice. If the default remains uncured following such notice Management Firm shall have the right, to cancel this Agreement.

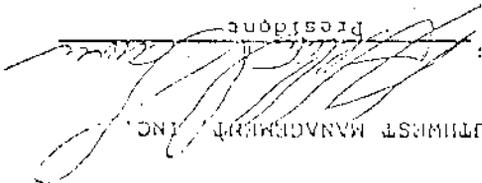
6. Management Firm shall receive as compensation for its services the sum of \$2.00 for each completed condominium unit, the owners of which are members of the Association. Such fee shall be payable monthly in advance, based upon the number of completed condominium units subject to the Master Declaration as of the last of the preceding month.

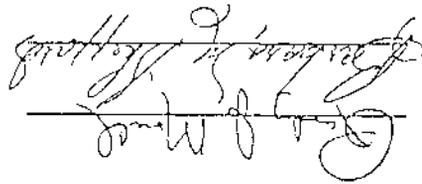
5. The initial term of this Agreement shall be for a one (1) year term commencing the first day of the month following the recording of the Master Declaration. Thereafter, the term shall automatically be extended year to year, provided, however, that either party may cancel this Agreement upon written notice to the other party given at least thirty (30) days prior to the end of the original term or any successive annual term thereafter.

4. Management Firm, by the execution of this Agreement assumes and undertakes to perform, carry out and administer all management and maintenance responsibilities imposed upon Association by its By-Laws, Articles of Incorporation or the Master Declaration. Such assumption of obligations is limited, however, to management and maintenance as agent, and does not require Management Firm to pay the cost and expenses which Association undertakes, except as expressly in this Agreement assumed by Management Firm.

at the expense of Association. Association agrees to indemnify and hold Management Firm harmless from any and all liability for injury, damage or accident to any member of Association or to any third person arising out of or in the course of the performance of its duties hereunder; provided, however, that such shall not apply to any injury, damage or accident resulting from the negligence or misconduct of Management Firm.

(CORPORATE SEAL)

SOUTHWEST MANAGEMENT, INC.
BY:  President



MEADOWOOD CONDOMINIUM VILLAGES

RULES AND REGULATIONS

REVISED MAY, 1979

REVISED - DESTROY

PREVIOUS EDITION

Exhibit G
Prospectus for
MEADOWOOD

All persons upon the lands comprising the Complex; including unit owners, lessees, their guests and invitees, shall abide by the following Rules and Regulations.

1. All vehicles in the Complex shall be operated with the rights of other unit owners in mind, and shall follow the following vehicular regulations:
 - 1.1 Only conventional passenger automobiles and vehicles used for daily transportation shall be parked in the garaports or parking spaces provided along the drives. Such parking spaces may be appropriately marked by the Association.
 - 1.2 All vehicles not used for daily transportation, including but not limited to trucks, dune buggies, campers and boat trailers shall be parked in the Boat and Trailer Storage Area. All major trucks shall be parked in the Boat and Trailer Storage Area, regardless of use.
 - 1.3 Vehicles which produce loud noises shall not be allowed upon the condominium properties.
 - 1.4 Mini-bikes or any other motorized unlicensed vehicles shall not be allowed to operate upon the condominium properties.
 - 1.5 A vehicular speed limit of 20 miles per hour along Meadowood Boulevard and of 10 miles per hour along the drives shall be observed at all times. Motor vehicles must yield the right-of-way to both bicycles and pedestrians.
 - 1.6 The blowing of any horn of any vehicle within the condominium properties shall be allowed only when required for the safe operation of the vehicle.
 - 1.7 No vehicles shall be left standing in a parking space in a nonoperative condition, nor shall there be any major repairs to vehicles done in a parking space. All major repairs to vehicles shall take place in the Boat and Trailer Storage Area.
 - 1.8 No vehicle belonging to an owner or to a member of his family, friends, employees, agents, licensees, guests or servants shall be parked so as to impede or prevent ready access to garaports or parking spaces, or parked in garaports or parking spaces of other owners.

- 1.9 Parking of vehicles shall be permitted only in designated parking spaces. No vehicular parking will be permitted along Meadowood Boulevard at any time, except when there are not a sufficient number of designated parking spaces available in the complex to handle the demand for parking at a particular time. No parking will be permitted in any greenbelt area, including the area immediately adjacent to and south of the clubhouse on Meadowood Boulevard.
- 1.10 The Board of Directors reserves the right to remove any vehicle parked in an unauthorized place or manner at the expense of the owner.
- 1.11 Bicycles may be ridden along the sidewalks and paths, but such bicycles must yield the right-of-way to pedestrians.
- 1.12 Motorcycles owned by unit owners or occupants shall be parked within the Family Courts, unless such motorcycles are used for daily transportation, or other arrangements are made with the Board of Directors.
2. Each unit owner shall maintain his unit in good condition and repair, including portions of the limited common elements and all internal surfaces within or surrounding his unit, and also windows, screens, hose bibbs, exterior doors, sliding doors and air conditioner. He must maintain and repair the fixtures and equipment in his unit when necessary, and promptly pay for all utilities which are metered separately to his unit.
3. Common areas such as greenbelts, sidewalks, walkways, landscaped areas, grassed areas and recreation areas and facilities shall be used only for the purposes intended and no articles or trash belonging to the unit owner or guests shall be kept in such areas temporarily or otherwise.
4. Each unit shall be used only for the purpose of a single family residence and for no other purpose whatsoever. Each unit owner shall maintain his unit in a clean and sanitary manner.
5. The gardens, courts, entries, enclosures and garaports shall be used only for the purpose intended. The hanging of garments and other objects shall be limited as follows:
 - 5.1 Laundry may be hung within the Family Court areas as long as it is not visible at ground level from outside the fence.
 - 5.2 Only bicycles shall be hung from the garaport roof or utility room wall. The hanging of other objects from the garaport roof shall be subject to approval by the Board of Directors.

- 5.3 Hanging plants are permitted to be hung outside the unit, so long as the overall neat appearance of the unit is maintained.
- 5.4 Christmas lights and other seasons decorations are permitted to be hung outside the unit.
6. Cats, dogs and other domestic household pets are allowed to be kept in, on or about the Condominium properties upon the following terms and conditions. Dogs are to be kept on leash, carried outside the unit or kept within immediate voice command of the owner. Dog owners shall be required to use a "Pooper Scooper" or provide other similar means necessary to clean up after their dog's feces, and to dispose of same in a sanitary manner. Any unreasonable barking of dogs or other annoyance to other unit owners may be cause for the Board of Directors to conduct a hearing on the problem, to which all interest persons will be invited. After such a hearing, the Board of Directors may order the owner to take whatever action is necessary to eliminate the unreasonable annoyance, including ordering owner to dispose of the pet or pets or to remove them from the complex. Each unit owner covenants with the Association to comply with an order of the Board of Directors to remove a pet or pets from the premises.
7. Unit owners are reminded that the alteration and repair of the building housing the units is the responsibility of the Association, except as set forth in the Declaration of Condominium Villages comprising the Complex. There will be absolutely no alteration or repairs of windows, screens, exterior doors, door frames and door hardware, except as otherwise provided in Rule 8 and except upon the written authorization and final acceptance of the Board of Directors, and the cost thereof to be paid by the unit owner.
8. There shall be no exterior painting of buildings or exteriors of fences by a unit owner, and there shall be no structural additions except as follows:
- 8.1 Rear patio screen enclosures. Proposals must be submitted in writing by the unit owner to the Board of Directors. The addition must comply with written specifications as approved by the Board of Directors. Final inspection and acceptance is to be made by the Board of Directors, in order to ensure that all specifications have been complied with.
- 8.2 Front and rear screen doors. Proposals must be submitted in writing by the unit owner to the Board of Directors for approval. Screen doors must comply with specification provided by the Board of Directors.

- 8.3 Gutters and downspouts. Same as for rear screened enclosures.
- 8.4 No alteration of the boundry wall or fence between units shall be made.
9. No unit owner may make or permit any disturbing noises in his unit or on the Condominium properties, whether made by himself, his family, employees, agents, licensees, friends, guests or servants, nor shall any unit owner do or permit anything to be done by such persons that would interfere with the rights, comforts, or other conveniences of other unit owners or occupants.
10. No unit owner, or other occupant of a unit, may play any musical instrument, phonograph, radio or television set in his unit or on or about the Condominium properties, between the hours of 11:00 p.m. and 8:00 a.m., if the same shall in any manner disturb or annoy the other occupants of the Complex.
11. Unit owners are reminded that wiring for electrical or telephone installations or any type of television, citizens band, radio or short wave antenna, machine or air conditioning unit shall not be installed on the exterior of any building or upon the Condominium properties without prior written consent of the Board of Directors.
12. Each unit owner may identify his unit by its street address only and such identification shall be of the same type and size and approved by the Board of Directors and mounted in a place and manner so approved. The maximum size of numerals shall be three inches.
13. No unit owner shall advertise by displaying on the exterior of any unit a sign or notice of any kind whatsoever, including but not limited to "For Rent," "For Sale," or "Open House" signs, nor shall such signs be posted or displayed in the interior of a unit in such a manner as to be visible from the exterior of any unit or any common area. Notwithstanding the above, the developer of a project that is to become part of the Condominium Association shall be permitted to maintain such signs as are specified in a written agreement between the Developer and the Board of Directors.
14. Each unit owner is reminded of his right to sell or lease his unit, provided that the proposed purchaser or lessee is first approved by the Condominium Association as provided in the Declarations of Condominium Villages comprising the Complex. Each new unit owner shall be bound by the provisions of the Declarations, all Condominium Documents, and the Rules and Regulations in effect from time to time.

15. All official notices of the Meadowood Condominium Association, Inc. shall bear the signature of a member of the Board of Directors. No member except a member of the Board of Directors shall make or permit to be made any written, typed or printed notice of any kind whatsoever which purports or represents to be an official act of notice of the Association, or shall post the same on the bulletin boards, mail or otherwise circulate to the same other members.
16. Notices of social nature for other or purposes by a member to other members are permitted, provided that all such notices shall bear the signature of the member or members giving or publishing such notice, and such member or members shall be fully responsible for the contents thereof. Circulars promoting advertising of any kind shall be submitted to the Board of Directors through the Manager for approval.
17. Unit owners and their guests shall adhere to reasonable standards of dress when outside their units.
18. Anyone utilizing common areas or recreation facilities shall see that such areas are left in the same condition as they were before such use.
19. All garbage shall be placed in disposal units or in containers; when placed in containers, such containers shall be kept closed at all times, and such containers shall be kept inside the trash enclosure. All trash shall be placed in plastic bags, and such plastic bags shall also be kept inside the trash enclosure.
20. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, papers, ashes or other substances shall be placed therein.
21. The water shall not be left running any unreasonable or unnecessary length of time in any unit.
22. Any damage to Condominium property, or to any property which the Association has the responsibility to maintain, including the common elements, resulting from misuse or negligent use of such property shall be paid for by the owner of the unit causing the damage or by the owner of the unit whose guests, licensees, servants, or family members, including minor family members, caused the damage.
23. Unit owners are reminded that under the emergency easements for ingress and egress in the Declaration, the Board of Directors through the Manager may enter the units in case of emergency originating in or threatening such unit, even though the owner or occupant of the unit be absent at the time.

24. Any and all use of the recreational facilities of the common elements will be in such a manner as to respect the rights of other unit owners. Use of recreational facilities will be controlled by regulations issued from time to time by the Association, but in general, the use of these recreational facilities will be prohibited between the hours of 11:00 p.m. and 8:00 a.m. The following specific regulations shall be observed.

24.1 Pool and pool area

Furniture other than that provided shall not be used in the pool area.

Users of the pool area are responsible for the removal of all articles brought thereto by them, including but not limited to towels, books and magazines, at the time they leave such area.

Swimming shall be permitted only between such hours as are prescribed by the Association.

No running, pushing, yelling or loud playing devices shall be permitted in the pool area.

Any person having any skin disease, sore or inflamed eyes, nasal or ear discharge or any other communicable disease shall not use the pool.

Glass containers of any kind, or food, shall not be allowed in the pool area.

Pets shall not be allowed at any time in the pool area.

Boats that can hold one or more persons, or other objects not commonly found in a pool shall not be permitted in the pool.

All children under 12 shall be accompanied by an adult. Children under the age of 5 are permitted in the large pools so long as they are accompanied by an adult and are in properly bathing attire (i.e., water wings).

The pool area may not be reserved by a unit owner for any private function.

Furniture can be removed from the pool area only during Association functions. Such furniture shall be kept within the barbecue areas.

No furniture shall be placed on the pumphouses, and no person shall be permitted to lounge or climb on the pumphouses.

The posted pool rules as follows will be adhered to:

1. All persons using pools do so at their own risk.
2. Pool is for use of condominium members and their guests only.
3. No running or unnecessary noise.
4. Food not permitted in pool.
5. Glassware not permitted in pool area.
6. Pets not allowed, except seeing eye dogs.
7. No pushing or dunking.
8. One diver at a time on the board.
9. Management reserves the right to deny use of the pool to anyone at anytime, for violations of these rules.
10. Pool Hours: 8:00 a.m. until 11:00 p.m.

24.2 Clubhouse

No pets shall be allowed at any time in the Clubhouse.

No wet bathing attire shall be worn in the Clubhouse.

Footwear shall be worn at all times in the Clubhouse.

Each unit owner shall be responsible and shall pay for damage caused to the Clubhouse by his family, guests or tenants.

Reservations for use of the Clubhouse must be made with the Association in advance and a security deposit of \$50.00 shall be given to the Manager.

Proposed gatherings by residents consisting of ten or more residents and/or guests in the recreational areas (pool, clubhouse, tennis court, barbeque area and volleyball area) shall be submitted to the Board of Directors through the Manager for approval, and the Board shall ensure that adequate provision is made for observance of the Condominium Rules and Regulations and that the premises are properly cleaned after such gathering.

23.3 Tennis Courts

Only tennis shall be played on the tennis courts.

Lessons cannot be given by non-residents to other non-residents.

The rules posted at the tennis courts shall be adhered to by all residents and guests as follows:

Hours: 8:00 a.m. to 11:00 p.m.

1. Members and invited guests only.
2. No hard sole shoes permitted.
3. No smoking, food, glass, cans, or wheeled vehicles permitted.
4. Lock gates when leaving if courts not in use.
5. Use of courts limited to tennis only, no horseplay permitted.
6. Please show courtesy to those waiting by limiting play to one hour.
7. Play at your own risk - Condominium Association not responsible for injury.
8. Violation of regulations shall result in revocation of right to use courts.

Guests must be accompanied by an adult resident at the tennis courts.

25. Garage sales by individual unit owners shall not be permitted. Garage sales organized and run by the Association which includes the involvement of all unit owners shall be acceptable.
26. Each breach or violation of the foregoing Rules and Regulations may result in a fine or special assessment of up to \$50.00 to the violator or unit owner, in addition to all other legal remedies. When such fine is levied, it will constitute a lien against the unit owned or occupied by the violator unless paid within ten (10) days of the receipt of written notice thereof. No member of the Association shall be fined except after one written warning has been issued to the alleged violator and after said member is given a written notice of the alleged violation or infraction and of an opportunity to be heard before the Board of Directors in person or by his duly appointed representative, and any fine must be approved by two-thirds of the entire Board of Directors.
27. Any proposed deviation from the above Rules and Regulations must be submitted in writing to the Board of Directors for review. These Rules and Regulations may be modified, added to or repealed at any time by the Association as provided for in the Bylaws.
28. These Rules and Regulations are to remain the permanent property of the Association and are assigned to the particular unit number as noted on the first page. These Rules and Regulations are to be returned to the Association with a unit owners notice of transfer. Failure to do so will result in a \$10.00 fine being assessed against the owner.

MEADOWOOD/LAURELON CONDOMINIUM VILLAGES

RULES AND REGULATIONS

EFFECTIVE FEBRUARY 1, 1993

OR BK 09636 PG 0974

INTRODUCTION

The purpose of the Rules and Regulations is to establish procedures to assure that residents will be able to enjoy their condominium home, the use of Meadowood facilities and common areas in a safe, pleasant environment. Each unit owner, tenant and guest shall be governed by the Florida Condominium Statutes, Association By-Laws and the following Rules and Regulations. Voluntary compliance by all owners, tenants and guests will preserve the value of each condominium unit and enhance the appeal of the community.

1. Notification of intent to sell or lease a unit

- A. Notification of intent to sell or lease a unit must be made in writing to the Board of Directors or its representative. Upon notification, the Board of Directors or its representative will arrange a meeting with the prospective owner(s) or tenant(s) to explain the Rules and Regulations of Meadowood and the responsibilities of condominium living.
- B. Unit lease shall contain a provision referring to the Declaration of Condominium, By-Laws and Rules and Regulations and that tenant(s) agree to abide by same.
- C. The terms of a lease shall be for a period of no less than six (6) months.

2. OWNER/TENANT RESPONSIBILITY

- A. Structural alterations to the exterior of the units, including but not limited to patios, windows, screens, exterior doors and door frames, fences or fence gates (doors), storage closets and carports are prohibited without prior written authorization and final approval by the Board of Directors. Requests for any exterior alterations to units must be submitted in writing to the Board of Directors including plans and specifications for such changes.
- B. No exterior antennas, electrical wiring, machine, air conditioning or other devices may be installed on the exterior of any building or common areas without prior written consent of the Board of Directors.

Exhibit 4

Declaration of Condominium of
Meadowood Village #8 of Meadowood, a Condominium.

- C. Proper window covers are required on the interior of the units. Aluminum foil, sheets/blankets, towels and the like are not acceptable as proper window coverings.
- D. Each unit shall be used solely for the purpose of a single family residence and not commercial endeavors.
- E. Signs, advertisements or notices may not be displayed, exhibited, inscribed, painted or affixed on individual units, common elements or Meadowood properties without prior written approval by the Board of Directors.
- F. Personal property of owners and residents must be stored within their respective units and not on Common property.
- G. Hanging plants or other hanging items, i.e., bicycles, canoes, etc. are not permitted in the carport or patio areas without prior approval from the Board of Directors.
- H. Landscaping outside units must be submitted to and approved by the Board of Directors. Plants or shrubs within the fenced patio areas are permitted but must not exceed the fence height.
- I. Cats, dogs and other domestic household pets are allowed within condominium units. Owners/tenants are limited to one pet per unit. All animals must be on a leash when brought outside the units and owners must clean up after their pets. Unattended or roaming animals may be turned over to the Animal Control Center. Pets are not allowed in the clubhouse, pool areas or tennis courts.
- J. All garbage, trash or refuse should be placed in disposal units or containers. Plastic bags shall be securely fastened and trash containers must have lids. Plastic bags, garbage containers or recycle bins must be stored on the inside of the individual condominium units (i.e., patios and storage sheds) and not on the common property. These containers shall be placed at the designated pick-up area no earlier than the night before scheduled garbage pick-up. These receptacles are to be returned to the inside patio or storage shed of each unit on the same day as the scheduled garbage pick-up.

3. CARPORTS, PARKING AREAS AND RV AREA

- A. Carports and parking areas shall be used only for conventional passenger vehicles (automobiles, motorcycles, pick-up trucks and vans less than 16 feet in length) in drivable condition, with current license plate. Conventional passenger vehicles in a non-operating condition, boats, boat trailers, watercraft, mobile or motor homes, campers, commercial vehicles or other transportation shall be stored in the RV area. Major repair work to all vehicles is permitted in the RV storage area only, and not in carports or parking areas, except for emergency repairs, and only to the extent necessary to be moved to a proper repair facility within a 72 hour timeframe.
- B. All items parked or stored in the RV storage area must be registered with the Board of Directors or property management company. A one time fee of \$5.00 is required for a Meadowood sticker and must be visibly displayed at all times on each stored item.
- C. Vehicles shall not block carports, parking spaces, sidewalks, unit entries or impede the access of designated carports or parking spaces of unit owner(s)/tenant(s). Parking on grass, common areas and fire zone spaces is prohibited.
- D. Parking along Meadowood Boulevard is prohibited without prior authorization from the Board of Directors. During Meadowood Association meetings or clubhouse activities, parking on Meadowood Boulevard at or near the vicinity of the clubhouse is permitted.
- E. The Board of Directors or its representative is authorized to arrange for removal/towing of any vehicle parking in violation hereof at owner or occupants' expense.
- F. It is the responsibility of the users of the RV area to lock/secure gates upon departure.

4. CLUBHOUSE

- A. The clubhouse may only be reserved by Meadowood owners or their tenants. Reservations must be made in writing to the Board of Directors or the property management company. The Meadowood Condominium Association has the unrestricted right to reserve the clubhouse at any time for community business, events or activities.

- B. A \$200.00 CASH security/damage deposit is required prior to the reserved date. All or a portion of the deposit may be returned after inspection of the clubhouse by either a representative of University Properties or a Board member the day following usage of the clubhouse. It is the responsibility of the reserving owner/tenant to insure the clubhouse is returned to its previous condition, cleaning, garbage disposed, tables and chairs in place. This must be completed by noon the following day of usage. A \$25.00 cleaning fee will be issued against the responsible party should the clubhouse not be returned to its previous condition.
- C. The owner/tenant must be present at the clubhouse at all times during usage. Persons under 18 years of age utilizing the clubhouse must be accompanied by parent, guardian or owner/tenant reserving the clubhouse.
- D. The pool facilities may not be used when reserving the clubhouse and swimwear is prohibited inside the clubhouse.
- E. The maximum number of participants at any function shall not exceed 130 unless the function is a Meadowood Association sponsored event. Parties in excess of 25 people, and/or events at which alcohol will be served, requires a security guard to be on the premises during the event. The hiring and cost of this security service is to be paid by the resident reserving the clubhouse.
- F. Except for Meadowood Association sponsored activities, no event may extend past 1:00AM without prior written authorization from the Board of Directors.
- G. Keys will be provided to the owner/tenant reserving the clubhouse by University Properties and must be returned by noon the following day of usage to University Properties.
5. POOL
- A. Pool hours are from 8:00AM until 11:00PM. Pools are restricted to owners, tenants and their guests. All persons use the pool at their own risk.
- B. Two (2) Meadowood tags will be issued to each unit owner of Meadowood and must accompany ALL residents and guests while on the pool grounds. A non-refundable fee of \$5.00 per tag will be charged for replacing lost tag(s).

- C. Children 12 years of age and under must be accompanied by an adult (18 years of older). Infants taken into the pool must wear cloth diapers with close fitting plastic covers. Disposable diapers are not allowed.
- D. Persons with skin disease or any communicable disease shall not use the pool.
- E. Glass containers of any kind are not allowed in the pool areas. Food is not permitted in the pool area. Unbreakable containers and personal articles may be used provided they are removed upon departure. Paper, cigarette butts and trash are to be placed in the provided trash receptacles.
- F. Life saving equipment is required by law and must not be removed from the pool areas. Personal use of such equipment is prohibited except in case of emergency.
- G. Pets are strictly forbidden in the pool areas.
- H. Showering is required by law before entering the pool and after the application of tanning lotions and oils.
- I. Running, pushing, dunking or "roughhousing" in the pool and pool areas is forbidden and will not be tolerated. Bicycles, skates, skateboards or other wheeled vehicles are prohibited in the pool areas. Wheelchairs and strollers are permitted.
- J. Radios, cassette players, boom boxes and other playing devices are allowed but must be played at a level as to not annoy or impede the enjoyment of other owners/tenants/guests using the pool area.
- K. Pools may not be reserved for any private functions.
- L. Proper swimwear is required for swimming. Cut-offs, long pants and the like are not permitted in the swimming pools.

6. TENNIS COURTS

- A. Tennis courts may be used from 8:00AM until 11:00PM and are restricted to owners, tenants and their guests. Meadowood tags must accompany all residents or their guests while using the tennis courts.
- B. Proper tennis or gym shoes must be worn on the tennis courts.
- C. Tennis courts are to be used for only tennis. Other sports or leisure activities other than tennis is not permitted.

- D. Glass containers and food is not permitted on the tennis courts. All trash must be placed in the trash receptacles.
- E. Pets are not allowed on the tennis courts.

7. USE OF COMMON AREAS

- A. All use of the clubhouse, recreational facilities or other common areas of Meadowood is limited to owners, their tenants and guests. The facilities and common areas are to be used in such a manner to respect the rights of other owners. Anyone utilizing common areas, recreational facilities or the clubhouse shall see that such areas are left in the same condition as they were prior to such use. A charge will be made to cover the cost of restoration to the condition prior to usage by the owner or resident if not restored to such condition by noon the day following such use.
- B. Any damages caused by an owner/tenant to the common areas, recreational facilities or clubhouse shall be the responsibility of the owner/guest/tenant who caused such damage. The cost of restoring the damaged property or facility in its state immediately preceding such damage shall be assumed against such owner and collected in the same manner as common expense or maintenance charges.

8. VIOLATION PROCEDURES

Every owner and occupant, their family and guests shall comply with these rules and regulations as set forth herein, and to amendments or additions which may be adopted. Violations of the Rules and Regulations can be submitted by verbal or written contact to the Board of Directors or the property management company. Failure to so comply shall be grounds for action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of Meadowood Association, a fine or special assessment, as specified by Florida Condominium Law, may be assessed to the violator of up to \$100.00 per violation. An official notification of the specific violation will be served to the unit owner/tenant. The owner/tenant will have ten (10) calendar days in which to remedy the situation or to make arrangements to remedy the situation. Said fine may be assessed repeatedly upon failure of owner/tenant to correct the violation or obey the rules as well as other obligations imposed by the condominium documents. The fine shall be collected in the same manner as common expense or maintenance charges. Arbitration of disputes will be allowed as specified in Florida Condominium Law.

9. WAIVERS

Exceptions to the foregoing rules and regulations must be submitted in writing to the Meadowood Board of Directors.

Condominium Declaration
Meadowood Village II Condominium Association

25/12

PT. PARRED BY AND RETURN TO:
Joseph R. Cianfrone, P.A.
1968 Bayshore Boulevard
Dunedin, FL 34698

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

**CERTIFICATE OF AMENDMENT
TO
DECLARATIONS OF CONDOMINIUM
OF
MEADOWOOD CONDOMINIUM ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on October 11, 1996, by a vote of not less than two-thirds (2/3) of the entire Board and not less than sixty-six and two-thirds (66 2/3) of the total vote of the voting members of the Association, the Declaration of Condominium were amended as noted herein:

The Declaration of Condominium of Meadowood Village Condominium, Village One, originally recorded in O.R. 2696, Page 437, et seq., and in Plat Book 1, Page 22;

The Declaration of Condominium of Meadowood Village Condominium, Village Two, originally recorded in O.R. 2755, Page 691, et seq., and in Plat Book 1, Page 33;

The Declaration of Condominium of Meadowood Village Condominium, Village Three, originally recorded in O.R. 2927, Page 573, et seq., and in Plat Book 1, Page 52;

The Declaration of Condominium of Meadowood Village Condominium, Village Four, originally recorded in O.R. 3161, Page 1399, et seq., and in Plat Book 1, Page 89;

The Declaration of Condominium of Meadowood Village Condominium, Village Five, originally recorded in O.R. 3180, Page 211, et seq., and in Plat Book 2, Page 1;

The Declaration of Condominium for Village Six of Meadowood, a Phase Condominium, originally recorded in O.R. 3775, Page 1741, et seq., as amended by the first amendment to the Declaration of Condominium for Village Six of Meadowood, changing the name of Village Six of Meadowood, a Phase Condominium to Meadowood, a Phase Condominium, as recorded in O.R. Book 3817, Page 948, et seq., and the second amendment to the Declaration of Condominium of Meadowood, a Phase Condominium in O.R. Book 3874, Page 1232, et seq., declaring the Phase identified as Village Seven to condominium ownership, and according to the amendment to the Declaration of Condominium of Meadowood, a Phase Condominium, recorded in O.R. Book 3874, Page 1232 et seq., declaring the Phase identified as Village Eight to condominium ownership and Laurelton Village of Meadowood, Unit 1 a Condominium, as recorded in O.R. Book 4647, Page 1095 et seq., and in Plat Book 8, Page 22;

1997 AUG 10 11:00 AM

all of the Public Records of Hillsborough County, Florida.

The foregoing Declarations of Condominium were amended in accordance with Exhibit "A", attached hereto, and entitled "Amended and Restated By-Laws of Meadowood Condominium Association, Inc."

IN WITNESS WHEREOF, Meadowood Condominium Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this ___ day of 7/23/97, 1997.

MEADOWOOD CONDOMINIUM ASSOCIATION, INC.

(Corporate Seal)

By: [Signature]
President

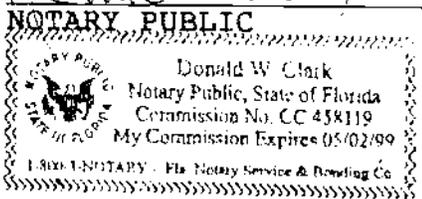
ATTEST:

[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this 23^d day of July, 1997, personally appeared before me Joe Lamagosa President, and Phillip J. Gutter, Secretary of Meadowood Condominium Association, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

[Signature]



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RECEIVED
SEP 27 2 12 PM '73
CLERK CIRCUIT COURT
HILLSBOROUGH COUNTY, FLA

A 47087

DECLARATION OF CONDOMINIUM
OF
MEADOWOOD CONDOMINIUM VILLAGE TWO

1. PURPOSE.

WHEREAS, Fland Corporation, a Florida Corporation, hereinafter referred to as "Owner", is the owner of that certain real property, lying and being in the County of Hillsborough, State of Florida, legally described in Exhibit "A" attached hereto and made a part hereof, said property being a portion of that certain real property described in Exhibit "B" attached hereto, and made a part hereof and herein referred to as "Meadowood Condominium Villages" and

WHEREAS, on a portion of the real property described in Exhibit "B" there has been constructed forty-four (44) cluster condominium housing units with the appurtenant improvements, as more fully described in that certain Declaration of Condominium of Meadowood Condominium Village One, as recorded in Official Record Book 2696, pages 437 et. seq. (Condominium Plat Book 1, page 22) Public Records of Hillsborough County, Florida; and

WHEREAS, on the said property described in Exhibit "A" there is being developed forty-four (44) cluster condominium housing units with their appurtenant improvements as the second part of phase one of a multi-phase project which is planned to encompass the whole of the land set forth in Exhibit "B"; said forty-four (44) unit development hereinafter referred to as "Village Two"; and

WHEREAS, this condominium form of ownership will elicit to each owner the individual ownership of a certain designated condominium parcel which includes but is in no way limited to the exclusive ownership of a designated unit, together with an undivided interest in and to all of the common elements contained in "Village Two", which is specifically described in and is subject to this Declaration; and

WHEREAS, it is desirable and necessary to create a means by which the intent and purposes of this condominium form of ownership may be carried through;

NOW THEREFORE, the Owner on behalf of itself and its successors, grantees, and assigns does hereby declare that the lands described in Exhibit "A" attached hereto and made a part hereof, from and after the date of the recording of this Declaration in the office of the Clerk of the Circuit Court, in and for Hillsborough County, Florida, shall be dedicated and submitted to the condominium form of ownership as legally authorized by the legislature of the State of Florida pursuant to the provisions of Chapter 711, Florida Statutes of 1971, as amended, in accordance with the terms and conditions of this Declaration hereinafter set forth, and the same shall continue in existence until this Declaration is terminated or abandoned in accordance with the provisions herein contained and in conformance with the laws of the State of Florida.

2. DESCRIPTION OF IMPROVEMENTS.

A graphic description of the improvements constituting Village Two and identifying the units, common elements and limited common elements, as said terms are hereinafter defined, and their respective locations and approximate dimensions, is attached hereto and made a part hereof as Exhibit "C". Each unit shall have a separate number and the limited common elements pertaining to that unit are those appurtenant thereto.

3. NAME AND DEFINITIONS.

The name of this condominium shall be Meadowood Condominium Village Two, and its address is 8700 Meadowood Boulevard, Tampa, Florida.

The terms used in this Declaration and its exhibits shall have the meaning stated in the Condominium Act (Chapter 711, Florida Statutes, 1971) and as follows unless the context otherwise requires:

This instrument was prepared

by *Lawrence J. O'Neil*
of Macfarlane, Ferguson, Allison,
& Kelly

P.O. Box 1531 - Tampa, Fla. 33601

- 3.1 Unit: The word unit will have the meaning set forth in the Condominium Act, and shall consist of a part of a building which according to the plans contained herein as Exhibit "C", pages 27 through 29, is identified and designated by number.
- 3.2 Unit Owner: Unit owner will have the same meaning as defined by the Condominium Act, and shall mean any person, persons, trusts, or other entity which at any given point in time holds fee simple title in and to any particular condominium parcel.
- 3.3 Condominium Parcel: A unit, and its limited common elements, together with an undivided share in the common elements and surplus which are appurtenant to the unit.
- 3.4 Common Elements: Common elements shall include all the condominium property not included in the unit, plus tangible personal property required for the maintenance and operation of the common elements, as well as other items stated in the Condominium Act.
- 3.5 Limited Common Elements: Limited common elements means and includes those common elements which are reserved for the use of a certain unit to the exclusion of all other units, and shall include the following:
- 3.5.1 The enclosed Florida Garden at the front of the unit.
- 3.5.2 The trellis and stoop at the front entry to the unit.
- 3.5.3 The enclosed Family Court at the rear of the unit.
- 3.5.4 The Storage Room at the rear of the unit (when electric meters and raceways are located within a storage room, such meters and raceways are considered common elements).
- 3.5.5 That portion of the Garage which is appurtenant to each unit (where one car can be parked), at the rear of the unit.
- 3.5.6 The enclosure for air conditioning equipment and trash, and the mailbox, at the rear of the unit.
- 3.6 Complex: The complex shall mean all of the condominium villages which at any time are constructed upon the property set forth in Exhibit "B".
- 3.7 Assessment: Assessment shall mean the individual condominium parcel's proportionate share of the funds required for the cost of maintaining, repairing, and managing the property, i.e., to pay the common expenses which from time to time are assessed against the unit owner.
- 3.8 Association: The association means Meadowood Condominium Association, Inc., a non-profit corporation under the laws of the State of Florida, and its successors.
- 3.9 Common Expenses: Common expenses means the expenses for which the unit owners are liable to the Association, including but not limited to:
- 3.9.1 Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements and of the portions of units and limited common elements to be maintained by the Association. The following portions of the limited common elements are maintained by the Association:
- 3.9.1.1 The exterior side and the structure of the Florida Garden fence.
- 3.9.1.2 The structure of the trellis.
- 3.9.1.3 The exterior sides and the structure of the Family Court fence.
- 3.9.1.4 The exterior side and the structure of the three sides of the storage room which are outside of the Family Court.

- 3.9.1.5 The roof, sides and structure of that portion of the Garaport which is appurtenant to each unit.
- 3.9.1.6 The sides and structure of the air conditioning and trash fence.
- 3.9.2 Management and administration of the Association, including, but not limited to, compensation paid by the Association to a managing agent, accountant, attorney, and other employees;
- 3.9.3 Any other items held by or in accordance with the other provisions of this Declaration or the other Condominium Documents to be common expenses.
- 3.10 Common Surplus: Common surplus shall be the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.
- 3.11 Person: Owner and any individual, firm, corporation, trustee or other entity capable of holding title to real property.
- 3.12 Owner: Owner means Flend Corporation, a Florida corporation, its successors and assigns.
- 3.13 Share: A share shall designate that percentage in and to the common elements and the common obligations attributable to each unit or condominium parcel.
- 3.14 Condominium Property: Condominium property means and includes the land in the condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto, for use in connection with the Condominium.
- 3.15 Condominium Documents: Condominium documents include this Declaration, together with all Exhibits attached hereto, the Declaration of Condominium of Village One, the Articles of Incorporation of Meadowood Condominium Association, Inc., a non-profit Florida corporation; the By-Laws of the Association; the Rules and Regulations of the Association; the Subscription and Purchase Agreement; the Warranty Deed; Owner's Affidavit; Bills of Sale, and all other instruments of conveyance.
- 3.16 Majority: The word majority shall mean the number of unit owners required to make up 51% or more of the votes assigned in the Condominium Documents to the unit owners for that particular voting purpose.
4. PLAN OF DEVELOPMENT.
- 4.1 Multi-phase Development: This condominium village (Meadowood Condominium Village Two) consists of forty-four (44) units. Village One has already been constructed and the Declaration thereof is recorded in Official Record Book 2696, pages 437 et. seq. of the Public Records of Hillsborough County, Florida, which Declaration contains various cross-easements and legal rights and duties that affect this condominium. The property comprising this condominium village, together with the improvements thereon which have been and will be constructed by the Owner, is one of several parcels of land which Owner plans to develop and improve as condominium villages, all of the parcels comprising said property being described in Exhibit "B" to this Declaration and referred to herein as the Complex. A common plan of development is being undertaken and each parcel of land submitted to a condominium form of ownership pursuant to this common plan shall constitute a separate condominium village, but each of the condominium villages within the Complex shall be operated and governed by the Meadowood Condominium Association, Inc., a non-profit Florida corporation (the Association). Each unit owner within each of the condominium villages of the Complex shall have the right to

use and enjoy all of the common elements appurtenant to any of the condominium villages within the Complex, including, but not limited to main boulevard, drives, boat and trailer storage area, walkways, lake, conservation area, greenbelts, recreation buildings, swimming pools, tennis courts, playgrounds and recreation areas, notwithstanding that some or all of the common elements may be located in a condominium village within which the unit owner's unit is not located; provided, however, that the use and enjoyment of each such area shall be limited to the unit owners in the Complex, and provided that there shall not be a merger of the common elements in Condominium Village Two with the common elements in previously or subsequently created condominium villages in the Complex. Each unit owner shall be charged with his proportionate share of the costs and expenses incurred in connection with the entire Complex, including the maintenance, management and operation of all common elements within all of the condominium villages established and/or to be established in said Complex. Each unit's proportionate share of said costs and expenses in connection with the said complex shall be computed by multiplying the total costs and expenses of the Complex by a fractional part of said costs and expenses. Said fraction shall be arrived at by using the number of units in this village (Meadowood Condominium Village Two) multiplied by each unit owner's percentage ownership of common elements in this village as a numerator, and the total number of units in all condominium villages in existence in the Complex as a denominator, which denominator when all condominium villages are established shall not exceed 450; provided, however, that the inclusion of the land described in Exhibit "B" attached to this Declaration (exclusive of the lands described in Exhibit "A" attached hereto) shall not be deemed to be an obligation on the part of the Owner to submit said lands or any part thereof to condominium type ownership and the inclusion by Owner in the development plan of said lands described in Exhibit "B" attached to this Declaration (exclusive of the lands described in Exhibit "A" attached hereto) shall in no way constitute an encumbrance, restriction, condition, reservation, limitation, or covenant affecting said land.

5. EASEMENTS.

Each of the following easements is a covenant running with the land of Village Two and, notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of Village Two as a condominium and the exclusion of any of the land of Village Two from Village Two:

- 5.1 Utility easements as may be required for utility service in order to adequately serve Village Two and to adequately serve the lands (other than the condominium property) now or hereafter owned by the Owner which are adjacent to or in the vicinity of the condominium property; provided, however, that easements through a unit shall only be based on the plans and specifications of the building housing the unit unless approved by the unit owner in writing.
- 5.2 Easements for pedestrian traffic over, through and across sidewalks, paths, and lanes, as the same may from time to time exist upon the common elements; and for the vehicular traffic over, through, and across such portions of the common elements as may from time to time be paved and attended for such purposes; but the same shall not give or create in any person an exclusive right to park upon any portion of the condominium property, unless set forth in the Condominium Documents.
- 5.3 Easements set forth in paragraph 7 and sub-paragraphs thereto, paragraph 9, and in paragraph 11 and in subparagraphs thereto, and easements set forth in the Declaration of Condominium of Meadowood Condominium Village One, where applicable.

6. RESTRAINTS ON SUBDIVIDING AND PARTITION

The real property, common elements, limited common elements, and use interest therein, which are herein submitted to the condominium form of ownership, shall be utilized and operated as follows:

- 6.1 Restraints and Covenants Against Partition: In order to perpetuate and effectuate the intent hereof and for the preservation of the condominium and the condominium form of ownership, the ownership of the common elements and limited common elements shall remain undivided, and each unit owner as a condition precedent to his becoming owner, covenants that he will at no time attempt to file an action for partition.
- 6.2 Restraints and Covenants Against Separation of Units From Common Elements and Limited Common Elements: The undivided share in the common elements and limited common elements which are appurtenant to a unit shall not be separated therefrom and shall pass with the title of the unit, whether or not separately described. A share in the common elements and limited common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit. Each unit owner, as a condition precedent to his acquiring title, covenants that he will at no time attempt to separate, in any form whatsoever, the common elements or limited common elements which are appurtenant to his unit from his unit.
7. RETAINED RIGHTS OF OWNER .
- 7.1 The Owner and institutional first mortgagees shall have the right to transact any business necessary to consummate sales of condominium parcels, including, but not limited to, the right to maintain models, have signs identifying the condominium property and advertising the sale of condominium parcels; have employees in the offices, models and recreational buildings and other condominium property, and use the common elements and be allowed to show units. Sales office furnishings, the furniture and furnishings in the model units, signs, and items, and items pertaining to sales shall not be considered common elements and shall remain the property of the Owner. The Owner and institutional first mortgagees also reserve the right to bring prospective purchasers through all recreational facilities whenever the Owner or institutional first mortgagees deem necessary until such time as all the condominium units constructed or to be constructed in the Complex have been sold and conveyed.
- 7.2 The Owner may use the common elements in a reasonable manner during construction of additional condominium villages and the Owner or its successors or assigns, may require the Association to amend its Certificate of Incorporation and By-Laws (if any of them deem it necessary) to include any additional condominium villages to be constructed under Article 4 above.
- 7.3 Each unit owner acknowledges that the Owner's right to construct additional condominium villages and units in the Complex, and to use the common elements of all of the condominium villages and units so constructed is a part of the consideration for the sale and purchase of his condominium unit s) has been taken into consideration in fixing the purchase price of each condominium unit. Each unit owner acknowledges that the inclusion of additional condominium villages in the Complex shall be deemed to not materially affect the rights of the unit owner or the value of the unit, even though the full number of condominium villages and units to be constructed therein is unknown at the time of closing the transaction of sale and purchase of his condominium unit. The Owner agrees that the number of condominium units to be added in additional condominiums plus those already constructed shall not exceed 450 units.
- 7.4 The Owner or its assigns shall have the right to install and maintain a temporary or permanent C.A.T.V. antenna tower and any guy wires or other structures necessary for the stability and operation of the tower upon the common elements, if no other location is considered adequate by the Owner. The Owner or its assigns retains the right to use a room or rooms which it will provide for the storage, use and maintenance of TV equipment and parts to service the antenna system. The Owner or its assigns shall have the right to install and maintain an amplifier or amplifiers for the antenna system upon the common elements.

The amplifier may be located in, but the location is not limited to, a storage room. The Owner or its assigns shall have a perpetual easement across the common elements of the Complex to service the TV tower, equipment, and amplifiers, as long as these items exist upon the common elements. The Owner reserves an easement over the common elements, which easement may be assigned, to install, maintain, and disconnect the temporary or permanent C.A.T.V. systems and underground cables that may exist upon the common elements of the Complex. The Owner for itself or its assigns reserves the right to sell, lease or otherwise contract with unit owners or others for the use of the C.A.T.V. systems.

- 7.5 So long as the Owner shall own any unit, the said Owner shall have the absolute right to lease, sell, transfer, and/or convey any such unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interest, and in connection herewith the right of first refusal herein granted to the Association shall not be operative or effective in any manner as to the Owner.
- 7.6 Until the Owner has closed the sales of all of the units of this Condominium Village, as well as the sales of all of the units built or to be built in the balance of the Complex, or until December 30, 1980, or until the Owner voluntarily elects to terminate its control of the Association, whichever shall first occur, the first Directors of the Association designated in the Articles of Incorporation thereof shall continue to serve, and in the event of vacancy, the remaining Directors shall fill any vacancy, and if there are no remaining Directors, the vacancy shall be filled by the Owner. Whenever the Owner shall be entitled to designate and select any person or persons to serve on the Board of Directors of the Association, the manner in which such person or persons shall be designated shall be entirely the prerogative of the Owner and the Owner shall have the right to remove any person or persons selected by it to act and serve on said Board of Directors and to replace such person or persons with another person or persons to act and serve in the place of any Director or Directors so removed for the remainder of the unexpired term of any Director or Directors so removed. Any Director designated and selected by the Owner need not be a resident in Village Two or in any other of the condominium villages that have been or that may be declared and form a part of the Complex.

Any representative of the Owner serving on the Board of Directors of the Association shall not be required to disqualify himself from any vote upon any Management Contract or other matter as to which the Owner or the said Director may have a pecuniary or other interest. Similarly, the Owner, as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any Management Contract or other matter between the Owner and the Association where the said Owner may have a pecuniary or other interest. All rights in favor of the Owner reserved in this Declaration and in the Articles of Incorporation and the By-Laws of the Association are freely assignable in whole or in part by the Owner and may be exercised by the nominee of the Owner and/or exercised by the successor or successors in interest of the Owner. The restrictions and burdens imposed by the covenants of this Declaration are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each unit in each village and its appurtenant undivided interest in the Common Elements, and this Declaration shall be binding upon the Owner, its successors and assigns, and upon all parties who may subsequently become owners of units in the Condominium Village and their respective heirs, legal representatives, successors and assigns.

- 7.7 All present or future owners, tenants, or any other person who might use the facilities of the Condominium Village in any manner are subject to the provisions of this Declaration and all other Declarations of Condominium of Meadowood Condominium Villages, and all documents appurtenant thereto, and incorporated herewith, or in other Declarations, and the mere acquisition or rental of any unit, or the mere acts of occupancy of any unit shall signify that the provisions of this Declaration, other Declarations, and such documents are accepted and ratified in all respects.

The maintenance and repair of the condominium parcels shall be the responsibility of both the Association and of the individual unit owners.

8.1 The Association shall be responsible for the maintenance, repair and replacement of the following:

8.1.1 All portions of any unit, except interior walls and partitions not contributing to the support of the building within which the unit is housed, which portion shall include but not be limited to the roof, and its structure, exterior walls of the building housing the unit, and interior boundary walls of the unit.

8.1.2 All portions of the units which contribute to the support of the buildings, excluding interior walls and partitions, ceilings and floors not damaged due to structural defect, but specifically including all items contained in 8.1.1 above.

8.1.3 All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within the interior boundary walls of the unit, and all such facilities contained within a unit which serve part or parts of the condominium village other than the unit within which they are contained.

8.1.4 All damage done as a result of and incident to the repair of any of these facilities shall be repaired as promptly as possible so as not to inconvenience the unit owners.

8.1.5 The care and maintenance of the common elements and of that portion of the limited common elements described in paragraph 3.9.1.

8.2 Each unit owner, individually, shall have the responsibility and bear the expense of the following:

8.2.1 To maintain, repair, and replace all portions of the unit and limited common elements promptly, except portions to be maintained, repaired and replaced by the Association. Such portions of the unit to be maintained, replaced and repaired by the unit owner shall include, but not be limited to, the following items:

8.2.1.1 Windows, screens, hose bibs, exterior pass-through, exterior lights and outlets, exterior doors, door frames and door hardware, sliding glass doors, all air conditioning and heating equipment, regardless of location of same, range, hood, water heater, refrigerator, dishwasher, disposal, fans and all other appliances and equipment, including pipes, ducts, wiring, fixtures and/or other connections required to provide water, light, power, air conditioning and heating, telephone, temporary and permanent C.A.T.V., sewerage and sanitary service to his unit, and which may now or hereafter be situated in his unit.

8.2.1.2 All inside walls and partitions not contributing to the support of the building within which the unit is housed, and any and all finishes, painting and decorating upon those walls.

8.2.1.3 All drywall attached to the roof trusses (ceiling), exterior concrete block building walls, and interior concrete block unit boundary walls, and any and all finishes, painting and decorations upon those surfaces.

- 8.2.1.4 All concrete floor slab finishes, including carpet and pad, ceramic tile, vinyl flooring, and any other finish materials.
- 8.2.1.5 All second floor components including stairs, materials and finishes, in those units having a second floor.
- 8.2.1.6 All furnishings, decorating items, and all other accessories.
- 8.2.1.7 Pest and termite control to the extent required.
- 8.2.2 To perform his responsibility in such a manner and at such times of day as to not interfere with other unit owners in the building or any of the buildings comprising the Complex, and their enjoyment of their respective unit.
- 8.2.3 Not to paint or otherwise decorate, change, alter or modify the appearance of any portion of the building not contained within the unit, unless the prior written consent of the Association is obtained.
- 8.2.4 To promptly report to the Association or its agent any defect or deficiency which may need repair, responsibility for the remedy of which is with the Association as above stated.
- 8.2.5 Not to make any structural or other changes, modifications or alterations to any portion of the unit or the building housing the unit which is designated to be maintained by the Association or to remove any portion thereof or do any other act which may jeopardize or impair the safety or soundness of the building housing the unit without first obtaining written consent of the Board of Directors of the Association, together with all mortgagees of each unit contained in the building.
- 8.2.6 Not to interfere with or impair any easement through, over or around his unit without first obtaining prior written consent of the Association and of the unit owners for whose benefit such easement exists and of the Owner if the easement is also for the benefit of the Owner, its successors or assigns.
- 8.2.7 It is specifically understood that each unit owner, individually, shall have the responsibility and bear the expense of maintaining all the Limited Common Elements pertaining to his unit which are not maintained by the Association, including, but not limited to, the maintenance of the following:
 - 8.2.7.1 The interior side of the Florida Garden fence, and the ground enclosed.
 - 8.2.7.2 The stoop.
 - 8.2.7.3 The interior sides of the Family Court fence, and the slab and ground enclosed.
 - 8.2.7.4 The exterior side of the Storage Room which is inside the Family Court, and all interior sides of said Storage Room.
 - 8.2.7.5 That portion of the pavement of the Caraport which is appurtenant to each unit.
 - 8.2.7.6 The ground and slab of the air conditioning and trash enclosures.

The maintenance, repair and replacement of all the air conditioning equipment appurtenant to each unit, regardless of the

location of the equipment, shall be at the sole expense of each unit owner. If any limited common element areas or limited common elements contained therein become unsightly, the Association may require proper care of the same.

- 8.2.8 Whenever the maintenance and repair and replacement of any items for which the owner of a unit is obligated to maintain, repair or replace at his own expense, is occasioned by any damage or loss which may be covered by any insurance of the Association, proceeds therefrom shall be used for the purpose thereof; provided that any sums required in excess of such proceeds shall be paid by the unit owner.
- 8.2.9 The unit owners covenant and agree not to install wiring for electrical or telephone installations, or any type of television antenna, machine or air conditioning unit on the exterior or that may protrude from the exterior of the building housing the unit, except as authorized by the Association.
- 8.3 Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair, and replacement of the interior of any unit (or limited common elements appurtenant to any unit except as set forth herein), it being understood that the liability or responsibility of the Association for the interior of any unit or for the limited common elements shall be limited to damages actually caused as a result of the Association's negligence and the Association shall not be obligated for damage caused by the negligence of any unit owner, the respective families, lessees, invitees, and guests of the unit owners, but rather these persons shall be liable and responsible for any damages they may cause to any individual unit owner's property together with any damage which they may cause to the common elements, or limited common elements of another unit owner.

9. ENCROACHMENTS AND EASEMENTS OVER COMMON ELEMENTS.

In the event any unit or limited common element shall encroach upon any common element for any reason not caused by the purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, an easement appurtenant to such unit or such limited common elements shall exist for the continuance of such encroachment into the common element, for so long as such encroachment shall naturally exist; and, in the event that any portion of the common elements shall encroach upon any unit or limited common element of a unit, then an easement shall exist for the continuance of such encroachment of the common element into any unit or limited common element for so long as such encroachment shall naturally exist. All properties covered by the Exhibits attached to this Declaration shall be subject to a perpetual easement for encroachments that now or hereafter exist caused by construction or settlement or movement of the buildings and such encroachments shall be permitted to remain undisturbed, and the easement shall continue until the encroachments no longer exist. The common elements, including but not limited to main boulevard, drives, walkways, recreational areas, swimming pools, greenbelts, tennis courts, playgrounds, boat and trailer storage area, and conservation areas, shall be and are hereby declared to be subject to a perpetual, non-exclusive easement, which said easement is hereby reserved to Owner and its mortgagees, their respective successors and assigns, in favor of the adjoining lands described in Exhibit "B", for ingress and egress, and for the furnishing of services and facilities for which the same are reasonably intended. Notwithstanding anything above provided in this article, Meadowood Condominium Association, Inc., shall have the right to establish the rules and regulations governing the use and enjoyment of all of the common elements in this village and in the entire Complex and pursuant to which the owner or owners of any unit may be entitled to the exclusive use of any area or space or spaces.

- 10.1 The Articles of Incorporation of Meadowood Condominium Association, Inc., a non-profit Florida corporation, have been filed with the Secretary of State of Florida and are attached hereto and made a part hereof as Exhibit "D". The principal purpose of the corporation is to perform the acts and duties desirable for proper management of the units and common elements and limited common elements of this condominium village and other condominium villages as they are declared pursuant to the plan set forth in Article 4 above, and to levy and enforce collection of assessments that are necessary to perform the acts and duties expressly or impliedly imposed upon the corporation.
- 10.2 The corporation shall have all of the powers and duties reasonably necessary to operate this condominium village as set forth in this Declaration, the Articles of Incorporation of the corporation, the By-Laws (attached hereto and made a part hereof as Exhibit "E") and as they may be amended, and to administer additional condominium villages as and when they are declared pursuant to the plan of multi-phase development set forth in Article 4 above. It shall also have all of the powers and duties of an association under the Condominium Act, including the power to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Complex, intended to provide for the enjoyment, recreation or other use or benefit of unit owners in the Complex, and to declare the expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses and make covenants and restrictions concerning the use of the same by unit owners, and to invoke such other provisions as are not inconsistent with the Condominium Act as may be desired; and the power to contract for the management of Village Two and the additional condominium villages as and when they come into existence, and to delegate to a management agent all of the powers and duties of the corporation except such as are specifically required by the Laws of Florida, this Declaration or the By-Laws to have the approval of the Board of Directors or the membership of the corporation. The Owner and all persons hereafter owning a vested present interest in the fee title to any one of the units in any one of the condominium villages erected upon the lands set forth in Exhibit "E", that is evidenced by recordation in the Public Records of Hillsborough County, shall automatically be members of the Association and their memberships shall automatically terminate when they no longer own the interest.

11. OWNERSHIP OF CONDOMINIUM UNITS.

Ownership of each condominium unit shall include the following interests, rights, easements, appurtenances, and privileges in and to the condominium property:

- 11.1 **Real property:** Each condominium parcel together with all appurtenances thereto, shall for all purposes constitute a separate parcel of real property which shall contain all the rights, privileges and characteristics of real property such as the right to own in fee simple, the right to convey or transfer, and the right to encumber. Conveyance, transfer or encumbrance shall be accomplished in the same manner as with any other parcel of real property and shall be done independently of all other parts of the condominium property, subject only to the provisions and restrictions and conditions as contained in the Condominium Documents.
- 11.2 **Possession:** Each unit owner shall be entitled to the exclusive possession of his unit and the limited common elements appurtenant thereto.

11.3 Boundaries: Each unit shall be bounded as to both horizontal and vertical boundaries, as shown in the plans contained herein as Exhibit "C", subject to such encroachments as are contained in the building within which the unit is housed, whether the same exists now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alteration. Notwithstanding the actual location of the walls, ceilings and floors, each unit consists of the space bounded by the following intersecting boundaries:

11.3.1 Vertical Boundaries:

11.3.1.1 The upper boundary shall be the horizontal plane of the lower surface of the bottom chord of the roof trusses.

11.3.1.2 The lower boundary shall be the horizontal plane of the upper surface of the concrete floor slabs.

11.3.2 Horizontal Boundaries:

11.3.2.1 The exterior boundary shall be the vertical plane of the interior surface of the exterior concrete block building walls.

11.3.2.2 The interior boundary shall be the vertical plane of the interior surface of the interior concrete block unit boundary walls.

11.4 Appurtenances: Each unit shall include certain inseparable appurtenances which may or may not be individually described, conveyed or encumbered. All rights, title and interest in the inseparable appurtenances shall pass with each unit, including but not limited to the following:

11.4.1 Limited Common Elements: Each unit shall have the exclusive right and use of the limited common elements as specifically hereinabove defined. The use of extra parking spaces, if any, shall be controlled by the Board of Directors of the Association and may be assigned for guest parking or may be sold or leased to unit owners at a cost to be determined by said Board. Parking spaces, unlike Garaports, shall not be deemed Limited Common Elements.

11.4.2 Common Elements:

11.4.2.1 The common elements shall be all parts of the condominium village not included within the unit or units or limited common elements. The ownership of each unit or units shall include and there shall pass with each unit as appurtenances thereto, whether or not separately described, all of the right, title and interest of a unit owner in the condominium property.

11.4.2.2 Each unit shall have an undivided share in the common elements of the condominium village. The undivided share in the common elements assigned to each unit in this village shall be proportionate to the owner's percentage of ownership, as described in Article 21 herein. Each unit shall have an equal undivided share in the common surplus of all of the condominium villages, i.e. the Complex.

11.4.3 All of the above appurtenances, however, shall be and continue to be subject to any easement for the benefit of other units, and for the benefit of the Owner, its successors, and its assigns in constructing and selling additional units to be contained in additional condominium villages; the Owner hereby reserving to itself, its successors and assigns the right to the use of the common elements for the period of time set forth in paragraph 7.6 above, and such right shall be a covenant running with the land and creating an equitable servitude.

- 11.5 Easements for the Benefit of the Unit: The following easements shall exist for each other unit owner and for the Association:
- 11.5.1 Easement for Air Space: The appurtenances shall include an exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may be altered or reconstructed from time to time.
- 11.5.2 Ingress and Egress: Easements through the common elements for ingress and egress shall continue for all unit owners and the Owner, provided, however, that their use of the common elements is in accordance with the terms and conditions of the Condominium Documents.
- 11.5.3 Structural Support: Every portion of a unit contributing to the support of the building within which the unit is housed shall be burdened with an easement of support for the benefit of all units and common elements and limited common elements contained in the building.
- 11.5.4 Utilities: Easements over, under and through the units and common elements and limited common elements for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other units and common elements and limited common elements, provided, however, that such easements through a unit shall be based on the plans for the building wherein the unit is housed, unless otherwise approved in writing by the owner of the unit.
- 11.5.5 Emergency Easements for Ingress and Egress shall exist over, through and around other units, Family Courts, Garaports, Florida Gardens, and other limited common elements whenever an emergency exists and the circumstances dictate.
- 11.5.6 Easements set forth in Article 5 where applicable.
- 11.6 Voting Rights: Each unit carries with it the right to one vote at member meetings of the Association.

12. ASSESSMENTS .

The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses of operating all the condominium villages subject to the jurisdiction of the Association, in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief for the units, the Limited Common Elements and the Common Elements, and public liability insurance for the Common Elements, operating expenses, management expenses, maintenance expenses, repairs, water and sewer charges, replacement reserve, and reasonable operating reserve for the Common Elements or any other items the Board deems proper. Failure of the Board to include an item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected.

The total regular annual assessment for each fiscal year assessed against each unit (and its interest in Limited and Common Elements thereto) and all members owning an interest in each unit, shall be based on the budgeted costs and expenses for the entire Complex, as follows:

- 12.1 There will be a maximum of 450 units constructed in the condominium villages contemplated by Article 4 of this Declaration on the property legally described in Exhibit "B". Each unit's proportionate share of the budget shall be computed by multiplying the total budget amount by a fractional part of said total budget amount. That fraction shall be arrived at by using the number of units in this village multiplied by each unit owner's percentage ownership of Common Elements in this

village as a numerator, and the total number of units in all condominium villages in existence in the Complex as a denominator. Dollar amounts actually assessed on the basis of the above fraction may be rounded off to the nearest full dollar at the discretion of the Board of Directors.

- 12.2 After adoption of a budget and determination of the annual assessment per unit, the Association shall assess the sum by promptly delivering or mailing notice of it to the owner of the unit or person designated to cast the vote of a unit, as the case may be, at the most recent address shown by the records of the Association. One-twelfth of the annual assessment shall be due and payable in advance to the Association on the first day of each month regardless of whether or not members are sent or actually receive a written notice. The Association shall have power to levy special assessments, if necessary, to cover the aforesaid types of expenses, and shall have the power to levy other special assessments as provided herein. All income that may be received by the Association from the rental or the licensing of any part of the Common Elements shall be used for the purpose of reducing prospective common expenses prior to establishing the annual budget. If a new annual assessment is not made in any year as required, an assessment in the amount of the last prior annual assessment shall continue in force until changed by an amended assessment.
- 12.3 Anything in this Article 12 to the contrary notwithstanding, Northside Bank of Tampa shall have the right to require that professional management of the condominium be obtained to perform all the functions of the Association set out herein so long as the bank shall own any interest in any unit in this condominium village or any other condominium village in the Complex, whether the interest is as a mortgagee, or owner, or otherwise, if the bank, in its sole discretion, feels that the management is not being performed by the Association so as to ensure against waste and deterioration of the Complex. The right to require professional management shall become effective after the control of the Association has been turned over by the Owner to the Association.
- 12.4 The owners of each unit shall be liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments. If assessments are not paid within sixty days after their due date, the Association may elect to declare all past due installments and all installments to become due during the remainder of the fiscal year due and payable in full, and the Association shall have the right to foreclose its lien by judicial process for the assessments. Assessments that are unpaid for over thirty days after due date shall bear interest at the rate of ten (10%) per cent a year until paid.
- 12.5 The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon levied against the owner of the condominium parcel. The lien shall be effective from the time of recording a claim of lien in the Public Records of Hillsborough County stating the description of the condominium parcel, the name of the record owner, and the amount due and the date when due, and the lien shall continue in effect until all sums secured by it are fully paid. All claims of lien shall be signed by an officer or agent of the Association. When any lien has been paid in full, the party making payment shall be entitled to receive a satisfaction of lien in a form that may be recorded in the public records of the county. All liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded before the time of recording the claim of lien. The Association may take such action as it deems necessary to collect assessments by personal action or by foreclosing the lien and may settle and compromise them if the Association deems it to be in the best interests of the Association. The delinquent owner shall pay all costs, including reasonable attorneys' fees for enforcing a lien, and the lien shall secure the costs and fees. The Association shall be entitled to bid at any sale held pursuant to any action to foreclose an assessment lien and to apply as credit against the bid all sums due the Association that are covered by the lien.

- 12.6 The lien for an assessment shall be subordinate to any recorded institutional first mortgage, regardless of when the assessment lien claim was recorded, but not to any other mortgage. For the purposes of this instrument, an "institutional first mortgage" is defined as a first mortgage originally executed and delivered to a bank, savings and loan association, real estate investment trust or insurance company authorized to transact business in Florida. Upon the recordation of the Certificate of Title issued pursuant to the foreclosure of an institutional first mortgage, or the recordation of a deed obtained in lieu of a foreclosure action, any claim and any lien for assessments due and payable before recordation shall be deemed cancelled. If the mortgage so foreclosed upon (or the deed obtained in lieu of foreclosure) is that originally granted to and now held by Citizens and Southern Realty Investors, its successors or assigns, the share of common expenses thus unpaid because of the cancellation of the claim or lien for assessments due and payable shall be collected from owners of other condominium units excluding Citizens and Southern Realty Investors, its successors or assigns, including in the class so excluded from liability any subsequent holder of the note and mortgage. Notwithstanding the foregoing, the lien for assessments due and payable accruing after the recordation of the Certificate of Title or the deed in lieu of foreclosure shall not be impaired and shall be effective as to the grantees under the Certificate of Title or deed.
- 12.7 Any person who acquires an interest in a unit, except through foreclosure or by voluntary deed in lieu of foreclosure of an institutional first mortgage, shall be liable with the grantor for all unpaid assessments up to the time of the transfer of ownership. If a member of the Association exercises his rights of first refusal or redemption hereinafter provided, the member shall be liable for the unpaid assessments against the unit and shall have the right to deduct them from the first refusal or redemption price paid to the seller or transferor.
- 12.8 A person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by a corporate officer regarding assessments against the units that have been made and that are due and payable to the Association, and the Association and the members shall be bound thereby.
- 12.9 At any time the Association may require unit owners to maintain a minimum balance on deposit with the Association to cover future assessments. The deposit shall be assigned on the fractional basis hereinabove provided, and shall not exceed three months' assessment.
- 12.10 Anything in this Declaration or the condominium documents to the contrary notwithstanding, the provisions of the Declaration and condominium documents shall not be applicable concerning the management of the condominium by the members of the Association until actual control of the condominium Complex and the Association is turned over by the Owner to the members of the Association, which event shall not be later than December 30, 1980. Until a turnover is accomplished, the Owner or its assigns shall retain management of the Complex and control of the Association and shall collect all assessments. (See Paragraph 7 above)
- 12.11 The Owner shall not be liable for any accounting concerning the maintenance funds it collects or their use or application and may use any part of them for capital improvements so long as the improvements are to existing village in the Complex. Before the turnover the Owner shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the unit owner and condominium parcel and shall have the remedies of persons action and foreclosure of the lien to perfect collection.
- 12.12 Upon turning over the control of the condominium villages to the unit owners the Owner shall deposit with the Association \$1,000 in cash or prepaid deposit and shall be released of all liability, claims and demands to the individual unit owners and to the Association.

13. SALE, RENTAL LEASE OR TRANSFER

- 13.1 Before the transfer of his interest in a unit to any person, the owner of the unit shall notify the Board of Directors of the Association in writing of the name and address of the person to whom the proposed transfer is to be made, and give such other information as may be required by the Board of Directors. The term "transfer" as used herein shall include any sale, gift, rental, lease or other transfer of any

nature. The term "unit owner" as used herein shall also include an owner's legal representative. Within five (5) days after receipt of the notification the Board of Directors shall either approve or disapprove a proposed transfer in writing and shall notify the unit owner. If the Board fails to act or disapproves the proposed transfer and if the unit owner still desires to transfer the unit, the unit owner shall, thirty (30) days before the transfer, give written notice to the Secretary of the Association of his intention to transfer on a certain date, and the bona fide price and other terms of the transfer, and the Association shall promptly notify the members of the Association of the date, price and terms. Members shall have the first right over non-members to accept the transfer at the bona fide price and on the terms contained in the notice, provided they notify the Secretary of the Association in writing of acceptance at least ten (10) days before the date of the intended transfer. The Association shall promptly forward the acceptance to the unit owner. If the member giving notice receives acceptance from more than one member, preference shall first be given to the member owning a unit contiguous to the unit being transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the transfer with any of the accepting members he chooses. Nothing shall be construed as precluding a group of members or the Association from purchasing a unit in the same manner.

- 13.2 If the member giving notice receives no written notice from any member accepting his price and terms of the proposed transfer on or before ten (10) days before the day given in the notice as the day of transfer, then he may complete the transfer within a reasonable period of time of the date and at the price and terms given in his notice, but at no other price or terms without repeating the procedure outlined above. If a member makes a transfer without first complying with the terms hereof, any other member shall have the right to redeem from the transferee according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the transferee for the monies he has expended and immediately after reimbursement the transferee shall convey all of his interest to the member making the redemption. If more than one member offers to redeem, the first member to offer to redeem the property in writing to the transferee shall have the priority of redemption.
- 13.3 A certificate of the Secretary of the Association or the manager, in recordable form, stating that the transfer of the unit to certain persons was approved shall be conclusive evidence of the facts and from the date of approval stated in the certificate the redemption rights afforded the members shall terminate.
- 13.4 A certificate of the Secretary of the Association or the manager, in recordable form, stating that the Board of Directors was given proper notice on a certain date of a proposed transfer and that the Board disapproved or failed to act on the proposed transfer and that thereafter all the provisions hereof that constitute conditions precedent to a subsequent transfer of a unit were complied with and that the transfer of a unit to named persons does not violate the provisions hereof, shall be conclusive evidence of the facts for the purpose of determining the status of the person to whom title to the unit was transferred. The certificate shall not be evidence of the fact that the subsequent transfer to the person was made at the price, terms and date stated in the notice given to the Secretary, but one hundred fifty (150) days after date of the notice to the Board of Directors as stated in the certificate, the redemption rights afforded the members shall terminate for all purposes.
- 13.5 Notwithstanding anything to the contrary herein, this section shall not affect the rights of an institutional first mortgagee with a recorded mortgage on any unit. Moreover, the redemption rights set forth herein shall remain subordinate to any recorded institutional first mortgage.

- 13.6 Notwithstanding anything to the contrary herein, the provisions of Article 13 shall not be applicable to purchases at judicial sales, to transfers to or from institutional first mortgagees, transfers to or from the Owner, or its successors, subsidiaries, and assigns, or transfers by the unit owner where the Owner or a subsidiary of the Owner acts as real estate agent for the unit owner, or in any event if the Association has been dissolved.
- 13.7 Transfers by a unit owner to his spouse by deed or operation of law, shall not be controlled by the provisions of Article 13, and may be freely made.
- 13.8 An owner of a unit may not lease or rent his interest in the unit more than three times in any calendar year, and then only in conformity with the provisions of this Article, provided that rentals may be for any term agreed upon between the unit owner and lessee and approved as set out hereinabove. This restriction limiting the number of rentals per unit in any calendar year may be amended only upon the affirmative vote of at least eighty per cent (80%) of all unit owners in all condominium villages in the Complex.
- 13.9 The purpose of the covenants in this Article is to maintain a congenial residential community, non-transitory in nature, and this covenant shall exist until amended or until all of the condominium villages in the Complex are terminated.

14. ENFORCEMENT OF MAINTENANCE REQUIREMENTS.

- 14.1 If the owner or owners of a unit fail to maintain it as required herein or make any structural addition or alteration to a unit or limited common elements without the required written consent, either the Association or an owner of a unit shall have the right to force compliance with these provisions by legal action. The Association shall have the right to levy a special assessment at any time against the owner or owners of the unit and the unit itself for the necessary sums to put the improvements within the unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making the assessment, the Association may have its employees and agents enter the unit at any time to do such work as deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.
- 14.2 The Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property. The Association shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, soffit, gable, door, window, garden, trellis, court, storage, garaport, enclosure, or any exterior surface, at any time, without the written consent of the Association.
- 14.3 If the Association fails to maintain the condominium property in accordance with its obligations hereunder, any owner of a unit, or institutional first mortgagee, shall have the right to seek specific performance to compel the Association to do so, or if emergency repairs are needed to utilities, walls, etc., the owner of a unit may give the Association forty-eight (48) hours' notice to make the repairs and if it is not done, the unit owner may make the repairs and the Association shall be obligated to reimburse the owner for the reasonable value of the repairs that were necessary and for which the Association has financial responsibility.

15. INSURANCE PROVISIONS .

- 15.1 The following insurance coverage shall be maintained in full force and effect by the Association to cover Village Two and all of the other condominium villages that are erected or that may be erected in the Complex, covering the units, common elements and limited common elements of all of the condominium villages, to-wit:

15.1.1 Casualty insurance covering all of the units, common elements and limited common elements in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Association, such coverage to afford protection against the following matters:

15.1.1.1 loss or damage by fire or other hazards covered by standard extended coverage and other perils covered by the standard extended coverage including windstorm endorsement and

15.1.1.2 such other risks of a smaller or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the condominiums, including vandalism, malicious mischief and such other insurance coverages as, and to the extent available, may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interests of the Association and the unit owners therein.

15.1.2 Public Liability and property damage insurance in such amounts and in such form as shall be required by the Association to protect said Association and the owners of all units, including such insurance coverages as, to the extent available, may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interests of the Association and the unit owners therein; and Workmen's Compensation insurance as required by law;

15.1.3 Such other insurance coverage, other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and the owners of all of the units.

15.2 All liability insurance maintained by the Association shall contain cross-liability endorsements to cover liability of all owners of units as a group to each unit owner. All insurance coverage authorized to be purchased shall be purchased by the Association for itself and for the benefit of all of the owners of all units in all of the condominium villages as they shall exist from time to time. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carry out the provisions hereof. All policies of casualty insurance covering the condominiums shall provide that the insurance proceeds covering any loss be payable to the Insurance Trustee named as hereinafter provided, or to its successor, and the insurance proceeds from any casualty loss shall be held for the use and benefit of the Association and all of the owners of all units, and their respective mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. The Association is hereby declared to be and appointed as the Authorized Agent for all of the owners of all units for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of insurance and resulting in loss of or damage to insured property. The company or companies with which casualty insurance may be placed shall be selected by the Association, and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by the Association.

15.3 The Association shall have the right to designate the Insurance Trustee, and all parties beneficially interested in such insurance shall be bound thereby. The Insurance Trustee shall be a banking institution doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage,

nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same for the purposes herein stated, and for the benefit of the Association and the owners of all units, and their respective mortgagees, such insurance proceeds to be disbursed and paid by the Trustee as hereinafter provided. The Association, as a common expense, shall pay a reasonable fee to said Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Trustee. Whenever the Trustee may be required to make distribution of insurance proceeds to owners of units and their mortgagees, as their respective interests may appear, the Trustee may rely upon a Certificate of the President and Secretary of the Association, executed under oath, and which Certificate will be provided to said Trustee upon request of said Trustee made to the Association, such Certificate to certify unto said Trustee the name or names of the owners of each unit, the name or names of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering each unit, and the respective proportion of any distribution which may be required to be made to the owner or owners of any unit or units, and his or their respective mortgagee or mortgagees, as their respective interests may appear. Where any insurance proceeds are paid to the Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering a unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the owner or owners of any unit or units, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty or insurance proceeds are authorized to be distributed to the owner or owners of any unit or units and their respective mortgagee or mortgagees by reason of loss of or damage to personal property constituting a part of common elements and as to which a determination is made not to repair, replace or restore such personal property.

- 15.4 In the event of loss of or damage only to common elements, real or personal and/or limited common elements, which loss or damage is covered by casualty insurance, the proceeds paid to the Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such common elements and/or limited common elements, then such excess insurance proceeds shall be paid by the Trustee to the owners of all of the units and their respective mortgagees, irrespective of whether there may be exclusive right to use an area constituting a limited common element appurtenant to any of such units, the distribution to be separately made to the owner of each unit and his respective mortgagee or mortgagees as their interests may appear, by using the same fractional basis outlined in Article 12, which would make each distribution of insurance proceeds bear the same ratio to the total distribution of insurance proceeds as each regular assessment bears to the total regular assessment. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Trustee are not sufficient to pay for repairs, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then the Association shall deposit with the Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage as the case may be. The moneys to be deposited by the Association with the Trustee, in said latter event may be paid by the Association out of its Reserve for Replacement Fund, and if the amount in such Reserve for Replacement Fund is not sufficient, then the Association shall

levy and collect an assessment against the owners of all units in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction without regard to the existence of any exclusive right to use any area constituting limited common elements, which may be an appurtenance to said units.

- 15.5 In the event of the loss or damage to common elements, limited common elements, and any unit or units, which loss or damage is covered by the casualty insurance, the proceeds paid to the Trustee to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of common elements, real or personal, and limited common elements, and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any unit or units which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the common elements and limited common elements and the unit or units sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Trustee to the owners of all units and to their mortgagee or mortgagees, as their respective interests may appear, such distribution to be made in the manner and in the proportions as are provided hereinbefore. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Board of Directors of the Association shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties determine and allocate the cost of repair, replacement or reconstruction between the common elements and limited common elements and the unit or units sustaining any loss or damage. If the proceeds of said casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss or damage to common elements and limited common elements, but should the same not be sufficient to repair, replace or reconstruct any loss or damage to any unit or units, then the Association shall levy and collect an assessment from the owner or owners of the unit or units sustaining any loss or damage, and the assessment so collected from the said owner or owners shall be deposited with said Trustee so that the sum on deposit with said Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all common elements, limited common elements and unit or units. In said latter event, the assessment to be levied and collected from the owner or owners of each unit or units sustaining loss or damage shall be apportioned between such owner or owners in such manner that the assessment levied against each owner of a unit and his unit shall bear the same proportion to the total assessment levied against all of said owners of units sustaining loss or damage as does the cost of repair, replacement or reconstruction of each owner's unit bear to the total applicable to all of said units sustaining loss or damage. If the casualty insurance proceeds payable to the Trustee in the event of the loss or damage to common elements, limited common elements and unit or units, is not an amount which will pay for the complete repair, replacement or reconstruction of the common elements and limited common elements, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said common elements and limited common elements before being applied to the repair, replacement or reconstruction of a unit or units, then the cost to repair, replace or reconstruct said common elements and limited common elements in excess of available casualty insurance proceeds shall be levied and collected as an assessment from all of the owners of all units in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to common elements and limited common elements, and the casualty insurance proceeds had not been sufficient to repair, replace or reconstruct such common elements and limited common elements; and the cost to repair, replace or reconstruct said unit or units sustaining loss or damage shall then be levied and collected by assessment of the owner or owners of a unit or of units sustaining the loss or damage in the same manner as is above provided for the apportionment of

such assessment between the owner or owners of a unit or units sustaining such loss or damage. In said latter event, assessment of the owner or owners of unit or units shall be made without regard to the existence of any exclusive right to use an area constituting limited common elements which may be an appurtenance to any unit.

- 15.6 In the event of loss of or damage to property covered by such casualty insurance, the Association shall, within sixty (60) days after any such occurrence obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premiums for such Bond as the Board of Directors of the Association may deem to be in the best interests of the membership of said Association. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of the units or only by the owner or owners of any unit or units sustaining loss or damage, or both, shall be deposited with said Trustee not later than thirty (30) days from the date on which said Trustee shall receive the monies payable under the policy or policies of casualty insurance.
- 15.7 In the event of the loss of or damage to personal property belonging to the Association, the insurance proceeds, when received by the Trustees, shall be paid to the Association. In the event of the loss of or damage to personal property constituting a portion of the common elements, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Trustees shall be paid to all of the owners of all units and their respective mortgagees and mortgagees as their respective interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of the excess insurance proceeds.
- 15.8 Notwithstanding anything herein contained, should any claim, or the proceeds of any settlement of an insurance claim, be less than TEN THOUSAND DOLLARS (\$10,000.00), then such sum need not be deposited with the Trustee, but rather shall be paid directly to the Association to be distributed in accordance with the terms of this Article.
- 15.9 Notwithstanding anything herein contained, every unit owner in the Complex shall carry personal property and liability insurance for his contents and interior activities in the unit in the form of a condominium owner's policy.

16. TERMINATION .

The Condominium Complex shall be terminated, if at all, in the following manner:

- 16.1 The termination of the Condominium Complex may be effected by the agreement of unit owners who in the aggregate own not less than ninety-five per cent (95%) of the units in existence in all of the condominium villages in the Complex, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land, providing that all the holders of institutional mortgages on all the units in the Complex must consent thereto by joining the instrument or instruments. The termination shall become effective when such agreement has been recorded in the Public Records of Hillsborough County, Florida.
- 16.2 Destruction: If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, the Condominium

Plan of Ownership for each village in the Complex will be terminated and all Declarations revoked. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to the facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of Hillsborough County, Florida.

- 16.3 Shares of Unit Owners after Termination: After termination of the Condominium Complex, the unit owners shall own the property formerly in each condominium village as tenants in common in undivided shares and the holders of mortgages and liens against the units formerly owned by such unit owners shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be as set forth in Article 22, subject to the conditions of paragraph 16.6. The costs incurred by the Association in connection with a termination shall be a Common Expense.
- 16.4 Following termination, the property may be partitioned and sold upon the application of any unit owner. If the Board of Directors, following a termination, by not less than a three-fourths vote, determines to accept an offer for the sale of the property as a whole, each unit owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.
- 16.5 The members of the Board of Directors acting collectively as agent for all unit owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.
- 16.6 Each unit owner, for himself and his successors in interest, covenants and agrees with each other unit owner, that upon sale of amenities such as main boulevard, drives, boat and trailer storage area, walkways, lake, conservation area, greenbelts, recreation buildings, swimming pools, tennis courts, playgrounds and other recreation areas after termination of the villages, the proceeds therefrom shall be calculated and kept separate and apart from the proceeds from sale of the remaining properties comprising the terminated condominium villages, and said proceeds shall be disbursed by the Association to each unit owner in equal shares regardless of the fact that some unit owners did not own an undivided interest in the common elements comprising said amenities. The intent of this paragraph is to allow equal treatment to each unit owner and between unit owners with respect to those amenities so that each unit owner shall share equally with each other unit owner, not only in the enjoyment and expenses of those amenities, regardless of where said amenities shall be physically located on the land comprising the Complex, but also in the proceeds of the sale of those amenities, whether the amenities are located in his condominium village or in another condominium village in the Complex, to the end that for all practical purposes each unit owner in the Complex has the same ownership interest in the main boulevard, drives, boat and trailer storage area, walkways, lake, conservation area, greenbelts, recreation buildings, swimming pools, tennis courts, playgrounds and other recreation areas, as each other unit owner.

17. AMENDMENT.

Except for any alteration in the percentage of ownership in the common elements appurtenant to each unit or alteration of the basis for apportionment of Common Expense assessments for the Complex as a whole, (which may be levied by the Association in accordance with the provisions hereof), in which said instances consent of all the owners of all units and their respective mortgages in all condominium villages in the Complex shall be

required, this Declaration may be amended in the following manner:

- 17.1 An amendment or amendments to this Declaration may be proposed by the Board of Directors of the Association acting upon a vote of two-thirds (2/3) of the Directors or by two-thirds (2/3) of the members of the Association, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or some other officer of the Association in the absence of the President, who shall thereupon call a Special Meeting of the members of the Association to occur on a date not sooner than ten (10) days nor later than thirty (30) days from receipt by the officer of the proposed amendment or amendments.
- 17.2 The Secretary shall give each member written notice of such Special Meeting indicating the time and place thereof and the proposed amendment or amendments, which proposed amendment or amendments shall be in a form sufficient to apprise the members of the subject-matter thereof, and personally deliver or mail the notice not less than five (5) days nor more than fifteen (15) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, postage pre-paid, and addressed to the member at his post office address as it appears on the records of the Association.
- 17.3 The amendment or amendments proposed must be approved at the meeting by an affirmative vote of not less than seventy-five per cent (75%) of the members of the Association in order for such amendment or amendments to become effective. After adoption, such amendment or amendments of this Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted, and the amendment or amendments, executed with the same formalities as a Deed, shall be recorded in the Public Records of Hillsborough County, Florida, within ten (10) days from the date on which the same became effective. The amendment or amendments shall specifically refer to the recording data identifying the book and page when the Declaration is recorded. Thereafter, a copy thereof, in the form in which the same was placed of record, shall be delivered to each of the owners of units in this condominium village, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting. No amendment to this Declaration shall be effective which would operate to effect the validity or priority of any mortgage held by a Mortgagee upon any unit in any of the villages, or which would alter, amend or modify in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any Mortgagees or in favor of the Owner, unless the consent of all such Mortgagees and the Owner is given in writing to the Association.

18. INTERPRETATION.

When the context requires, the use of any gender shall be deemed to include all genders and the use of any number shall include the singular and the plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership. If any of the provisions of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Florida, then, the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provisions, section, sentence, clause, phrase or word in other circumstances shall not be deemed affected thereby.

19. REMEDIES FOR VIOLATIONS.

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For violation or a breach of any provisions of this Declaration, the By-Laws or the Rules and Regulations adopted pursuant thereto, the Association, the unit owners, an institutional first mortgagee, or any of them, jointly or severally, may sue for damages or to compel compliance with the terms violated or to prevent the violation of any of the provisions, or for such other relief as may be appropriate. The failure to enforce promptly any of the provisions of this Declaration shall not bar their subsequent enforcement.

20. SPECIAL ASSESSMENTS.

- 20.1 In the event that any taxing authority having jurisdiction over the Complex shall levy or assess any tax or special assessment against the condominium property as a whole as opposed to levying and assessing such tax or special assessment against each unit and its appurtenant undivided interest in the common elements (as now provided by law), then such tax or special assessment so levied shall be paid as a common expense by the Association, and any taxes or special assessments which are to be so levied shall be included, wherever possible, in the estimated annual budget of the Association, or shall be separately levied and collected as an assessment by the Association against all of the owners of all units in existence in the Complex, if not included in said annual budget. The amount of any tax or special assessment paid or to be paid by the Association in the event that such tax or special assessment is levied against the Complex as a whole, instead of as against each separate unit and its appurtenant undivided interest in common elements, shall be apportioned among the owners of all units in existence in the Complex by using the same fractional basis outlined in Article 12, which would make the amount of such tax or special assessment to be paid by each unit owner bear the same ratio to the total amount of such tax or special assessment as each regular assessment bears to the total regular assessment.
- 20.2 In the event that any tax or special assessment shall be levied against the Complex in its entirety, without apportionment by the taxing authority to the units and appurtenant undivided interest in common elements, then the assessment by the Association, (which shall include the proportionate share of such tax or special assessment attributable to each unit), shall separately specify and identify the amount of such assessment attributable to such tax or special assessment and the amount of such tax or special assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any unit and its appurtenant undivided interest in common elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such tax or special assessment had been separately levied by the taxing authority upon each unit and its appurtenant undivided interest in common elements.
- 20.3 All personal property taxes levied or assessed against personal property owned by the Association shall be paid by said Association and shall be included as a common expense in the annual budget of the Association.
- 20.4 In apportionment of any tax or special assessment in accordance with the provisions of this article, such apportionment shall be made without regard to the existence of any exclusive right to use an area constituting a limited common element which may be an appurtenance to any unit.

21. CITIZENS & SOUTHERN REALTY INVESTORS

At the time of recordation of this Declaration, the real property submitted to condominium ownership herein is subject to a first mortgage for a construction loan in favor of Citizens and Southern Realty Investors, recorded November 6, 1972, in O. R. Book 2572, page 89, of the Public Records of Hillsborough County, Florida. In the event that the aforesaid construction lender, Citizens and Southern Realty Investors, its successors or assigns, should foreclose the mortgage against any portion of the condominium property, the party acquiring title at the foreclosure sale, or the grantee in the deed in lieu of foreclosure, shall accede to all rights of the Owner set out herein, including but not limited to all the rights and privileges contained in paragraphs 5, 7, 9, 12 and 13 (relating to, among other things, the collection of assessments, the control of the Association, and the easements retained by the Owner). Such party acquiring title shall obtain title free and clear of any lien rights or obligations imposed upon the condominium property or upon the unit owner at any time, whether before or after such acquisition of title, by virtue

of either a lease of off-site recreational facilities or by an agreement for management and maintenance of the condominium property hereafter entered into by the Association. This paragraph shall not be subject to amendment, except that it shall become null and void upon satisfaction of the mortgage in favor of Citizens and Southern Realty Investors by payment and performance in full, as may be evidenced by the recording of the proper Satisfaction of Mortgage hereof.

22. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS.

This condominium village consists of 44 units. Due to the great uniformity found in the site plan, an even distribution of common elements and limited common elements has resulted.

22.1 Forty-three (43) of the forty-four (44) unit owners in Meadowood Condominium Village Two shall own an equal undivided interest in the Common Elements, and Limited Common Elements, which interest shall be 2.2727 per cent. Unit forty-five (45) shall own 2.2739 per cent of the Common Elements and limited Common Elements.

23. ASSIGNMENT OF AGREEMENTS.

The hereinafter described agreements were entered into by the Owner for the benefit of the Association, and shall be assigned by the Owner to the Association at such time as the Association requests their assignment:

23.1 Area lighting agreements between Owner and Tampa Electric Company, for furnishing street lights.

23.2 Water and Sewerage agreement between Owner and Tampa Suburban Utilities Corporation, for furnishing water and sewerage services.

23.3 Water and sewer franchise granted to Owner by the Board of County Commissioners of Hillsborough County, for the exclusive license to offer water and sewerage services.

This Declaration of Condominium was executed by the duly authorized President of Fland Corporation, (Owner), on this 27th day of September, 1973.

Witnesses:

Joan Longley
Rebecca Ann J. P. J.

Fland Corporation
a Florida corporation

By: O. E. Melo
O. E. Melo, President

ATTEST: R. K. Martin
R. K. Martin, Secretary



STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 27th day of September, 1973, before me, the undersigned authority, personally appeared O. E. Melo, President, and R. K. Martin, Secretary of Fland Corporation, a corporation, to me well known and known to me to be such officers of said corporation and individuals who executed the foregoing deed as such officers for and on behalf of said corporation, who severally acknowledged that they executed the same freely and voluntarily in their official capacities as such officers for and on behalf of said corporation pursuant to authority in them vested by the Board of Directors of said corporation for the uses and purposes therein mentioned.

And the said R. K. Martin, Secretary, further acknowledged that the seal affixed to said instrument purporting to be the corporate seal of said corporation is in truth and in fact the common corporate seal thereof and was affixed to said instrument by him pursuant to authority in him vested by the Board of Directors of said corporation.

WITNESS my hand and official seal the date aforesaid.

Lisle S. Simon
Notary Public, State at Large

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires June 21, 1974

(SEAL)



MEADOWOOD CONDOMINIUM VILLAGE TWO

Beginning at the Southeast corner of MEADOWOOD CONDOMINIUM VILLAGE ONE, as recorded in Condominium Plat Book 1, Page 22 of the Public Records of Hillsborough County, Florida, run 225.45 feet along the Easterly boundary of said MEADOWOOD CONDOMINIUM VILLAGE ONE on the arc of a 532.00 foot radius curve, concave to the Southwesterly (chord 223.76 feet, chord bearing North 10°31'07" West) to a point of tangency; thence North 22°39'32" West, 207.00 feet along the Easterly boundary of said MEADOWOOD CONDOMINIUM VILLAGE ONE to a point of curvature; thence 92.94 feet along the Easterly boundary of said MEADOWOOD CONDOMINIUM VILLAGE ONE on the arc of a 525.00 foot radius curve, concave to the Northeasterly (chord 92.82 feet, chord bearing North 17°35'15" West) to a point of compound curvature; thence 151.02 feet along the Easterly boundary of said MEADOWOOD CONDOMINIUM VILLAGE ONE on the arc of a 695.00 foot radius curve, concave to the Northeasterly (chord 150.73 feet, chord bearing North 6°17'28" West) to a point on the Southerly boundary of the North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 28 South, Range 19 East, Hillsborough County, Florida; thence South 89°32'43" East, 431.38 feet along the Southerly boundary of the North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 24, to the Southeast corner of the North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 24; thence South 00°08'04" West, 550.00 feet along the Easterly boundary of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 24; thence West 260.92 feet; thence South, 95.90 feet; thence West, 4.04 feet to the Point of Beginning; AND From the Southeast corner of MEADOWOOD CONDOMINIUM VILLAGE ONE, as recorded in Condominium Plat Book 1, Page 22 of the Public Records of Hillsborough County, Florida, run West, 82.96 feet along the Southerly boundary of said MEADOWOOD CONDOMINIUM VILLAGE ONE; thence North, 50.00 feet along the Southerly boundary of said MEADOWOOD CONDOMINIUM VILLAGE ONE; thence West, 95.00 feet along the Southerly boundary of said MEADOWOOD CONDOMINIUM VILLAGE ONE for a Point of Beginning; thence continue West, 140.00 feet along the Southerly boundary of said MEADOWOOD CONDOMINIUM VILLAGE ONE, thence South, 31.04 feet; thence East, 140.00 feet; thence North, 31.04 feet to the Point of Beginning; reserving unto the Owner, Pland Corporation, its mortgagees, and their respective successors and assigns, the following easements, burdening the land of VILLAGE TWO, and running with all the adjoining lands described in Exhibit "B" as the dominant estate; and, notwithstanding any of the other provisions of this Declaration, these easements may not be amended or revoked and shall survive the termination of VILLAGE TWO as a condominium and the exclusion of any of the land of VILLAGE TWO from VILLAGE TWO:

Utility easements as may be required for utility service in order to adequately serve the lands (other than the condominium property) now or hereafter owned by the Owner which are adjacent to or in the vicinity of the condominium property; provided, however, that easements through a unit shall only be based on the plans and specifications of the building housing the unit unless approved by the unit owner in writing.

Easements for pedestrian traffic over, through and across sidewalks, paths, and lanes, as the same may from time to time exist upon the common elements; and for the vehicular traffic over, through, and across such portions of the common elements as may from time to time be paved and attended for such purposes; but the same shall not give or create in any person the exclusive right to park upon any portion of the condominium property, unless set forth in the Condominium Documents.

Easements set forth in Paragraph 7 and sub-paragraphs thereto, Paragraph 9, and in Paragraph 11 and in sub-paragraphs thereto, and in the declaration of condominium of MEADOWOOD CONDOMINIUM VILLAGE ONE, where applicable.

A tract of land lying in the Southwest $\frac{1}{4}$ of Section 24, Township 28 South, Range 19 East, Hillsborough County, Florida, described as follows:

PARCEL NO. I:

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 28 South, Range 19 East; LESS the East 191.7 feet of the South 455.7 feet, and LESS the West 290.0 feet of the South 300.0 feet thereof, and LESS the West 25.0 feet for road Right-of-Way.

PARCEL II:

The South $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 28 South, Range 19 East; LESS the North 330.0 feet of the West 563.0 feet thereof, and LESS the West 25.0 feet for road Right-of-Way.

PARCEL III:

The North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 28 South, Range 19 East, Hillsborough County, Florida; LESS the North 40.0 feet for Right-of-Way of Temple Terrace Highway; LESS a tract beginning 40.0 feet South of the Northwest corner of the Southwest $\frac{1}{4}$ of said Section 24, Township 28 South, Range 19 East; then South 89°47'01" East (assumed), 683.57 feet; thence South 0°12'59" West, 205.0 feet; thence South 89°47'01" East, 135.0 feet; thence South 0°12'59" West, 415.18 feet; thence North 89°50'27" West, 810.5 feet, along the South boundary of the North $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$; thence North 0°21'20" West, 620.7 feet, along the West boundary of said Southwest $\frac{1}{4}$ to the Point of Beginning; and LESS that part described in Official Record Book 345, Page 675; and LESS the following described land: From the Northwest corner of the Southwest $\frac{1}{4}$ of Section 24, Township 28 South, Range 19 East, run thence North 89°08'45" East, 1298.57 feet, along the North boundary of said Southwest $\frac{1}{4}$; thence South 0°51'15" East, 40.0 feet, to the South Right-of-Way line of Temple Terrace Highway and the Point of Beginning; thence continue South 0°51'15" East, 205.0 feet; thence South 89°08'45" West, 5.0 feet; thence North 0°51'15" West 5.0 feet; thence South 89°08'45" West, 220.0 feet; thence North 0°51'15" West, 200.0 feet, to said South Right-of-Way line; thence North 89°08'45" East, 225.0 feet, to the Point of Beginning.

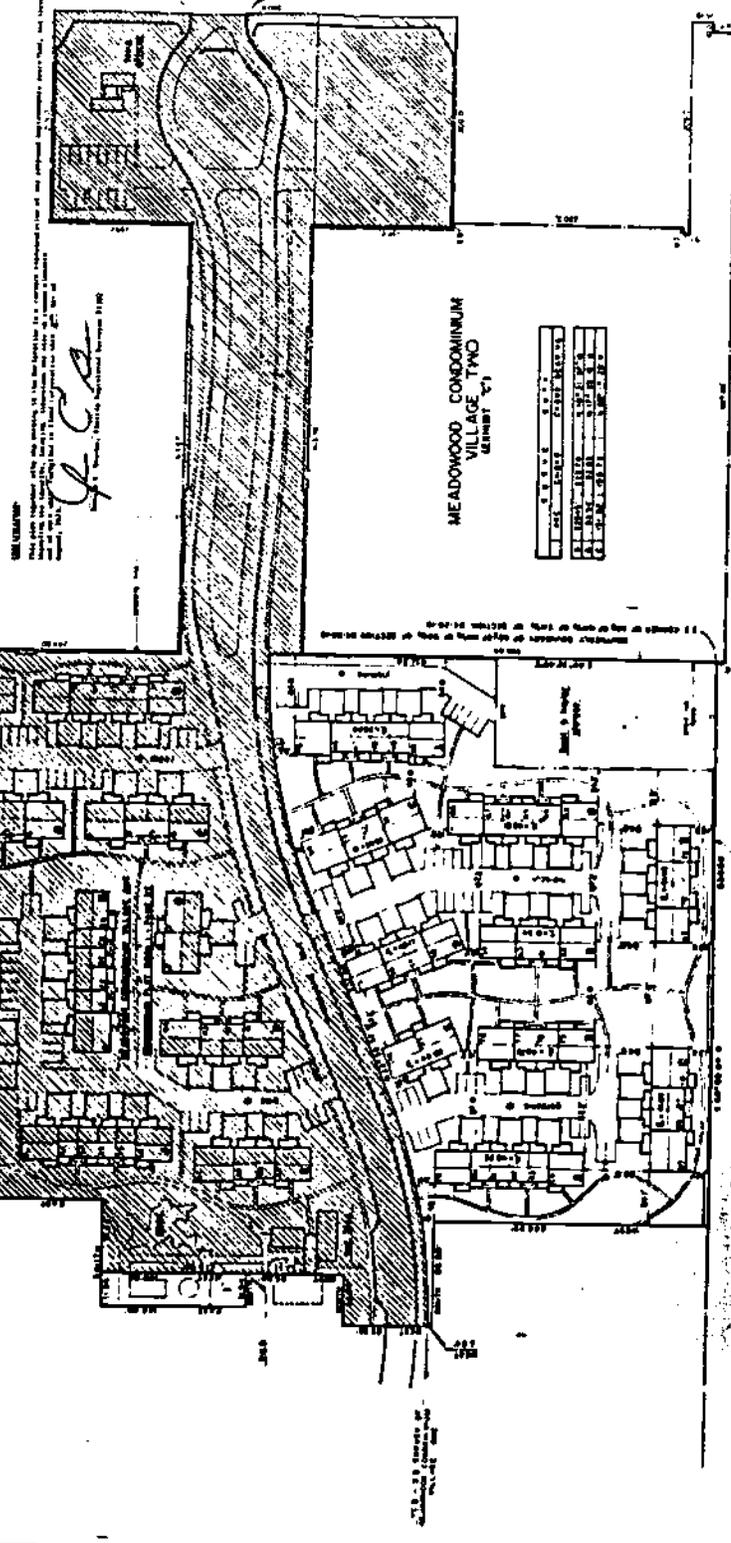
PARCEL NO. IV:

The West 7.0 feet of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 28 South, Range 19 East, LESS the North 40.0 feet for Right-of-Way of Temple Terrace Highway; and LESS that part described in Official Record Book 245, Page 37.

Said tract being more particularly described as follows: From the Northwest corner of the Southwest $\frac{1}{4}$ of Section 24, Township 28 South, Range 19 East, Hillsborough County, Florida; run thence South 89°24'15" East, 683.57 feet, along the North boundary of the Southwest $\frac{1}{4}$ of Section 24, Township 28 South, Range 19 East; thence South 0°35'45" West, 40.00 feet, to the Point of Beginning; thence South 89°24'15" East, 390.00 feet; thence South 0°35'45" West, 200.00 feet; thence South 89°24'15" East, 220.00 feet; thence South 0°35'45" West, 5.00 feet; thence South 89°24'15" East, 5.00 feet; thence North 0°35'45" East, 205.00 feet; thence South 89°24'15" East, 15.19 feet; thence South 0°35'45" West, 10.00 feet; thence South 89°24'15" East, 22.00 feet; thence South 0°08'04" West, 607.40 feet; thence North 89°32'43" West, 7.00 feet; thence South 0°08'04" West, 1516.61 feet; thence North 89°58'17" West, 191.70 feet; thence South 0°08'04" West, 455.70 feet; thence North 89°58'17" West, 840.82 feet; thence North, 300.00 feet; thence North 89°58'17" West, 265.00 feet, to a point on the Easterly Right-of-Way line of 78th Street; thence North, 1351.90 feet, along said Easterly Right-of-Way line; thence South 89°32'43" East, 538.00 feet; thence North, 330.00 feet; thence South 89°32'43" East, 247.50 feet; thence North 0°45'44" East, 413.67 feet; thence North 89°24'15" West, 135.00 feet; thence North 0°35'45" East, 205.00 feet to the Point of Beginning.

MEADOWWOOD CONDOMINIUM VILLAGE TWO (SUBDIVISION 'C')

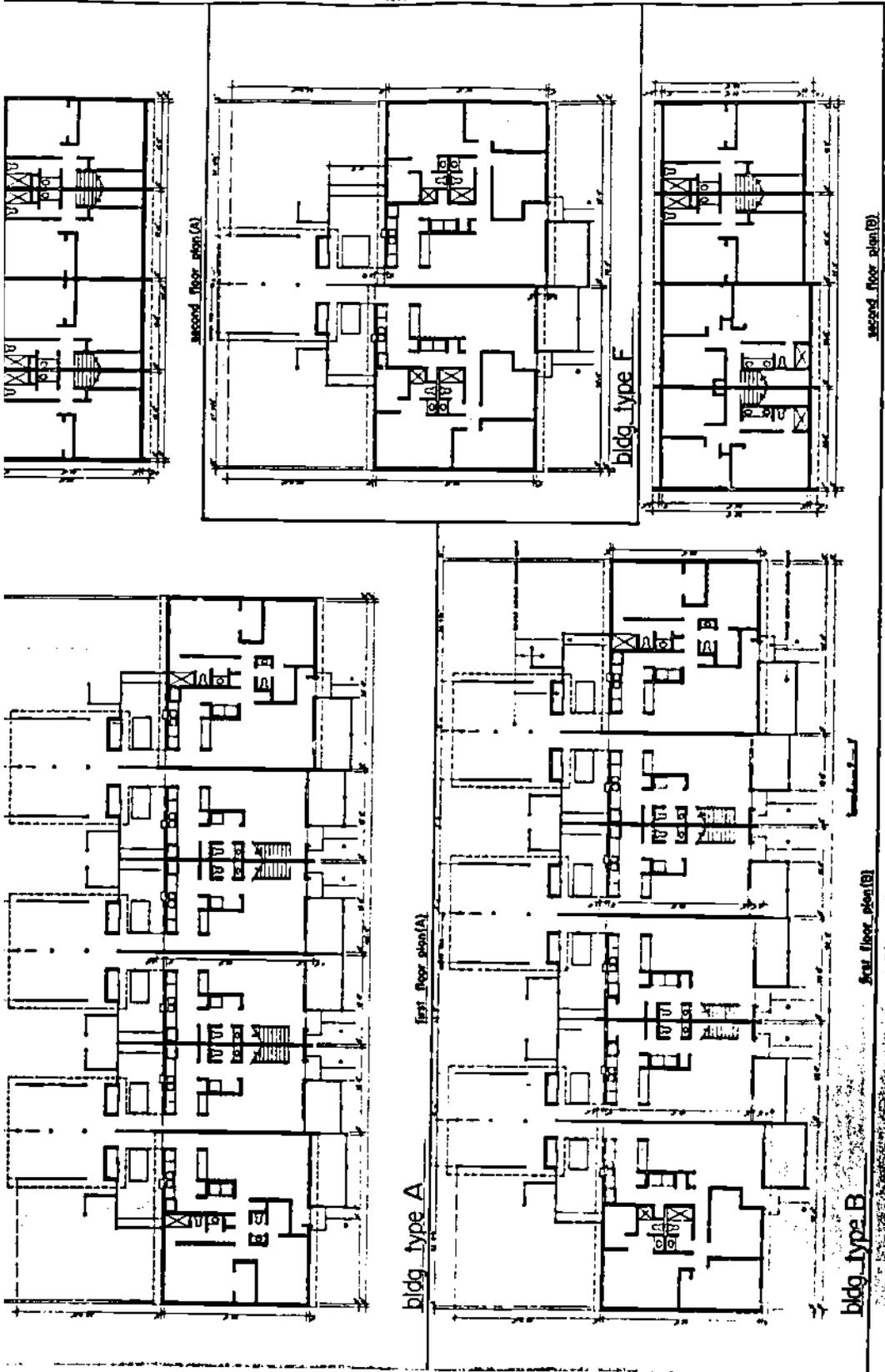
THE MEADOWWOOD CONDOMINIUM VILLAGE TWO (SUBDIVISION 'C') IS A RESIDENTIAL DEVELOPMENT CONSISTING OF 100 CONDOMINIUM UNITS, 100 CARPORTS, 100 STORAGE UNITS, 100 BICYCLE RACKS, 100 GARBAGE CHUTES, 100 MAILBOXES, 100 COMMON AREAS, 100 WALKWAYS, 100 DRIVEWAYS, 100 PARKING SPACES, 100 LOADING DOCKS, 100 SERVICE AREAS, 100 MAINTENANCE AREAS, 100 STORAGE AREAS, 100 BICYCLE RACKS, 100 GARBAGE CHUTES, 100 MAILBOXES, 100 COMMON AREAS, 100 WALKWAYS, 100 DRIVEWAYS, 100 PARKING SPACES, 100 LOADING DOCKS, 100 SERVICE AREAS, 100 MAINTENANCE AREAS, 100 STORAGE AREAS.

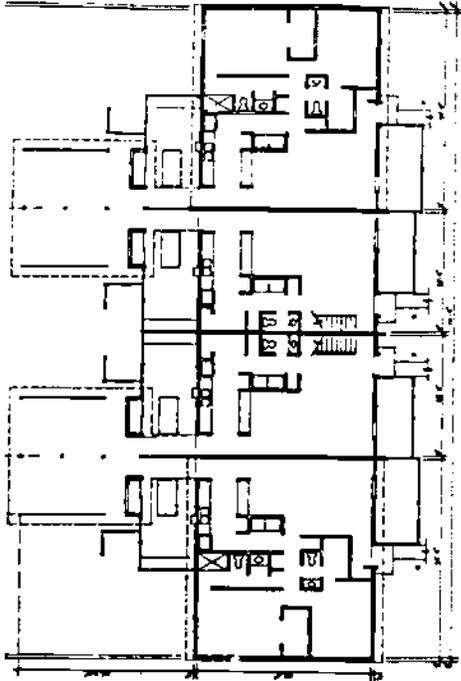


MEADOWWOOD CONDOMINIUM VILLAGE TWO (SUBDIVISION 'C')

NO.	DESCRIPTION	AREA (SQ. FT.)
1	TOTAL AREA	100,000
2	CONDOMINIUM UNITS	100
3	CARPORTS	100
4	STORAGE UNITS	100
5	BICYCLE RACKS	100
6	GARBAGE CHUTES	100
7	MAILBOXES	100
8	COMMON AREAS	100
9	WALKWAYS	100
10	DRIVEWAYS	100
11	PARKING SPACES	100
12	LOADING DOCKS	100
13	SERVICE AREAS	100
14	MAINTENANCE AREAS	100
15	STORAGE AREAS	100

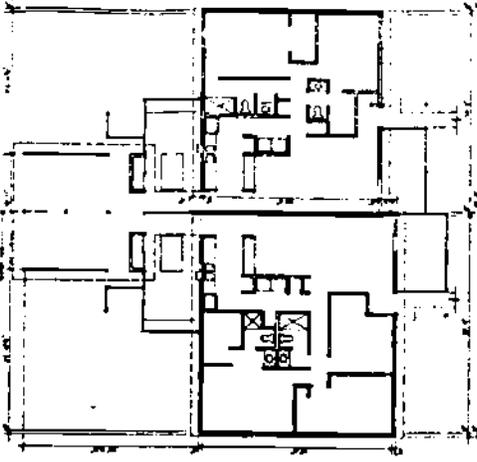
site plan



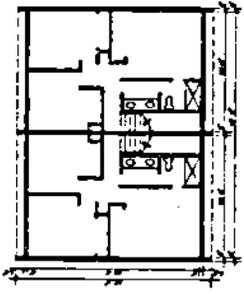


first floor, plan (D)

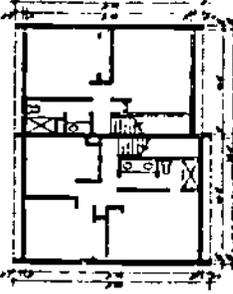
bldg_type D



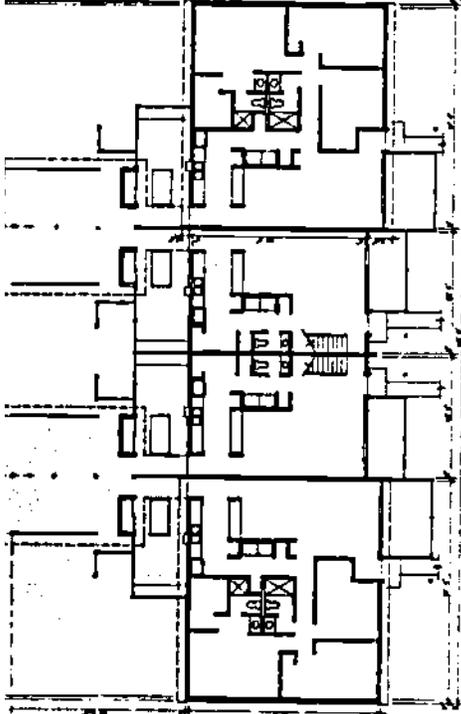
bldg_type G



second floor, plan (C, D)

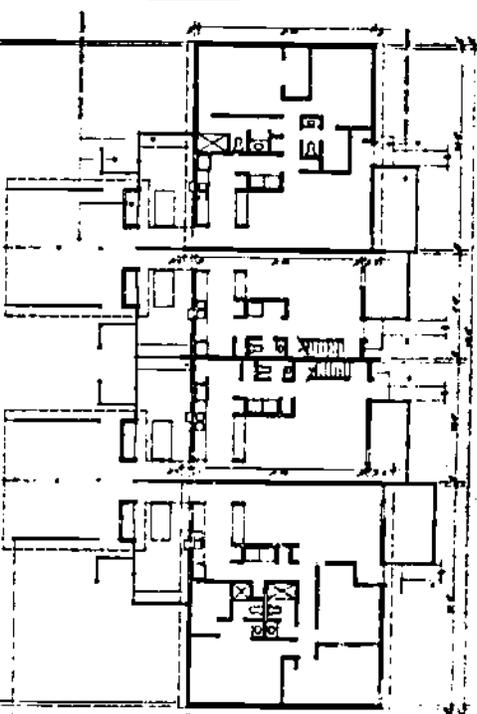


second floor, plan (E)



first floor, plan (C)

bldg_type C



first floor, plan (E)

bldg_type E

MASTER

15/12

PREPARED BY AND RETURN TO:
Joseph R. Cianfrone, P.A.
1968 Bayshore Boulevard
Dunedin, FL 34698

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

**CERTIFICATE OF AMENDMENT
TO
DECLARATIONS OF CONDOMINIUM
OF
MEADOWOOD CONDOMINIUM ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on October 11, 1996, by a vote of not less than two-thirds (2/3) of the entire Board and not less than sixty-six and two-thirds (66 2/3) of the total vote of the voting members of the Association, the Declaration of Condominium were amended as noted herein:

The Declaration of Condominium of Meadowood Village Condominium, Village One, originally recorded in O.R. 2696, Page 437, et seq., and in Plat Book 1, Page 22;

The Declaration of Condominium of Meadowood Village Condominium, Village Two, originally recorded in O.R. 2755, Page 691, et seq., and in Plat Book 1, Page 33;

The Declaration of Condominium of Meadowood Village Condominium, Village Three, originally recorded in O.R. 2927, Page 573, et seq., and in Plat Book 1, Page 52;

The Declaration of Condominium of Meadowood Village Condominium, Village Four, originally recorded in O.R. 3161, Page 1399, et seq., and in Plat Book 1, Page 89;

The Declaration of Condominium of Meadowood Village Condominium, Village Five, originally recorded in O.R. 3180, Page 211, et seq., and in Plat Book 2, Page 1;

The Declaration of Condominium for Village Six of Meadowood, a Phase Condominium, originally recorded in O.R. 3775, Page 1741, et seq., as amended by the first amendment to the Declaration of Condominium for Village Six of Meadowood, changing the name of Village Six of Meadowood, a Phase Condominium to Meadowood, a Phase Condominium, as recorded in O.R. Book 3817, Page 948, et seq., and the second amendment to the Declaration of Condominium of Meadowood, a Phase Condominium in O.R. Book 3874, Page 1232, et seq., declaring the Phase identified as Village Seven to condominium ownership, and according to the amendment to the Declaration of Condominium of Meadowood, a Phase Condominium, recorded in O.R. Book 3874, Page 1232 et seq., declaring the Phase identified as Village Eight to condominium ownership and Laurelon Village of Meadowood, Unit 1 a Condominium, as recorded in O.R. Book 4647, Page 1095 et seq., and in Plat Book 8, Page 22;

all of the Public Records of Hillsborough County, Florida.

The foregoing Declarations of Condominium were amended in accordance with Exhibit "A", attached hereto, and entitled "Amended and Restated By-Laws of Meadowood Condominium Association, Inc."

IN WITNESS WHEREOF, Meadowood Condominium Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this ___ day of 7/23/97, 1997.

MEADOWOOD CONDOMINIUM ASSOCIATION, INC.

(Corporate Seal)

By: [Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this 23^d day of July, 1997, personally appeared before me Joe Lamagese President, and Phillip J. Gotha, Secretary of Meadowood Condominium Association, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

[Signature]

NOTARY PUBLIC
Donald W. Clark
Notary Public, State of Florida
Commission No. CC 458119
My Commission Expires 05/02/99
1-800-3-NOTARY - Fla. Notary Service & Bonding Co.



VILLAGE SIX
OF
MEADOWOOD, A PHASE CONDOMINIUM

PROSPECTUS FOR VILLAGE SIX OF MEADOWOOD, A PHASE CONDOMINIUM

THIS PROSPECTUS CONTAINS IMPORTANT MATTER TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES. ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS AND ITS EXHIBITS FOR CORRECT REPRESENTATION.

MEADOWOOD PROSPECTUS

Village Six

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Prospectus Text

Declaration of Condominium

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By-Laws of the Association	Exhibit F	Page 45
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Agreement for Sale		
Escrow Agreement		
Restrictions and Covenants		

NAME AND LOCATION

The condominium units offered for sale by this prospectus are part of a phase condominium being developed by Calmark Communities, Inc., hereinafter referred to as Owner, on property contiguous with the existing Meadowood Condominium Villages, and will be designated Meadowood, Village Six. The phase condominium will be located in Hillsborough County, Florida beyond the limits of any incorporated area at 8700 Meadowood Boulevard, Tampa, Florida 33617.

II

BACKGROUND INFORMATION

The Meadowood Condominium Villages development was originally conceived by the Fland Corporation which commenced construction in the early 1970's on the project which was designed for a total build out of 450 units. Under Fland's concept, each village would be a separate condominium with provisions for the use and cross-use of all recreational and various other common element amenities for use by owners of units in any of the villages. The Fland Corporation successfully developed Villages One, Two, Three and Four prior to the onset of economic difficulties which resulted in its abandoning the project after completing slightly more than half the units of Village Five. At that time the developer had completed 226 units, 224 short of the planned 450 unit total build out. The mortgage holder of the remaining property in the development, The Landmark Bank of Tampa, took possession of the undeveloped property and has entered into agreement to sell a portion of that property to Calmark Communities, Inc.

The current agreement between Calmark Communities, Inc. and the Landmark Bank of Tampa provides for the purchase of the property by Calmark Communities, Inc. in phases. The first phase, Phase A, which is the property upon which Village Six will be constructed, will consist of supporting 20 units. The second phase, Phase B upon which Village Seven is proposed to be constructed, will consist of an additional 20 units, and the third phase, Phase C the property upon which Village Eight is proposed to be constructed, will consist of eighteen units. Additionally, there is a possibility that the Owner will undertake to develop the remaining uncompleted portion of Village Five which would consist of an additional eight units. It is uncertain at this time whether the completion of Village Five will be accomplished as a phase of this phase condominium or as the completion of the original Meadowood Condominium Village Five. The undeveloped property of Village Five was committed to condominium ownership pursuant to the original Declaration of Condominium for Village Five and therefore should the owner desire to incorporate those remaining eight units as a phase of this phase condominium, the unanimous vote of the unit owners in the existing ten units of Village Five will be required. If the owner is able to achieve the unanimous consent of the existing unit owners, the completion of those units in Village Five could be undertaken as a phase of this condominium. If the owner is unable to obtain the unanimous consent of the owners of the existing 10 units, completion of Village Five may only proceed as an addition to the original Meadowood Condominium Village Five pursuant to the original Declaration of Condominium. The determination of how the developer would proceed with regard to the completion of these units, if at all, will be based on the resolution of various legal issues. Regardless of the approach taken to implement the completion of those eight units, the major impact upon the development would be the apportionment of maintenance expenses among the unit owners as discussed in paragraphs VI, XI, and XII herein. In the event Village Five is completed as a phase of Meadowood, the owners of units within that phase, would share in the expenses on an equal basis with unit owners in Village Six and subsequent villages if constructed. Alternatively, if the construction of the remaining units of Village Five is undertaken as a completion of the original Meadowood Condominium Village Five, the unit owners would share in the maintenance expenses on the same basis as unit owners in the existing Meadowood Condominium Villages One through Five. A description of the land which may be developed as a phase of Meadowood, including that uncompleted portion of Village Five, is shown in Exhibit A attached hereto. (Refer to Declaration of Condominium Sections 4.1 and 4.2)

As indicated, the original plan for the Meadowood Condominium Villages Development was designed for a total build out of 450 units. In the event Calmark Communities, Inc. elects to construct Villages Seven and Eight as well as complete Village Five, the total number of units then existing will increase to 292, leaving the possibility of an additional 158 units to be constructed in the other adjoining properties resulting in the ultimate total of 450 units. The Owner does not propose at this time to develop any of the remaining properties adjoining the Meadowood Development. However, prospective purchasers of units within Meadowood should be aware that in the future those additional 158 units may be added by Owner or others. If and when those additional 158 units are developed the questions of whether or not those unit owners will share in the recreational facilities existing at the Meadowood Condominium Villages or to be erected by the Owner as part of Meadowood will be determined by the Meadowood Condominium Association. The present agreement between the Owner and Meadowood Condominium Association is applicable only to the sixty-six units proposed to be constructed by the Owner upon the properties described in Exhibit A including the completion of Village Five.

DESCRIPTION OF THE CONDOMINIUM

The property upon which Village Six of Meadowood is to be built is contiguous to the property on which the existing Meadowood Village Condominium Villages One through Five presently exist. Village Six consisting of twenty condominium units is the first phase of a multi-phase condominium proposed to be constructed upon the land described in Exhibit A hereto, which, if fully developed, would contain a total of sixty-six (66) units, if the completion of Village Five is undertaken as a phase of Meadowood. It should be noted that the survey of Village Five land included as a portion of Exhibit A describes the entire parcel of property associated with Village Five, including that portion which has been previously developed. Only the undeveloped portion of that property upon which eight units are proposed to be erected is being considered by the Owner for development as a portion of this phase condominium. The legal description of that separate eight unit parcel is not available at this time.

Village Six will consist of four buildings, two of which shall have six units each and two of which shall have four units each. Of the twenty units in the Village, eight units shall be two bedroom, two bath; and eight units shall be two bedroom, two and one-half bath; and four units shall be three bedroom, two and one-half bath. A floor plan of the units and a survey of the property upon which they will be constructed are included as Exhibits B and C respectively, attached hereto.

It is estimated that Village Six of Meadowood will be completed by the end of December 1981. Although completion dates have not been set for the remaining of the phases, the approximate completion date for Village Seven is June 1982, the approximate completion date of Village Eight is December 1982 and the approximate completion date of Village Five, if undertaken, is March 1983.

RECREATION FACILITIES

The Owner plans to add as a common element of Meadowood, a swimming pool and bathhouse which will be constructed during the development of Village Six. The swimming pool will be wedge shaped 20' by 40', varying in depth from 3' to 8', surrounded by approximately 1200 square feet of decking. Estimated capacity of the facility is 40 persons. The swimming pool will be centrally located within Village Six as shown on the plot plan of Exhibit C hereto. In addition, the Owner has entered into an agreement with the Meadowood Condominium Association, attached hereto as Exhibit D, whereby the Owner and the Association have agreed to share as outlined in the agreement the expenses for the construction of a recreational building of approximately 2000 square feet upon the property of existing Meadowood Condominium Villages One through Five. This building will be located immediately south of the existing recreation building area and will be suitable for meetings, parties and other large gatherings. It is important that prospective purchasers be aware that the construction of this recreation building is contingent upon the Association providing their portion of the funds for the construction as outlined in the agreement of Exhibit E hereto.

In addition to the swimming pool, bathhouse and the recreation building to be erected by Owner as described, there presently exists within the common elements of Meadowood Condominium Villages One through Five the following recreational facilities:

1. Recreational Building For Games: This building has been built and has a floor area of 884 sq. ft. and an approximate capacity of 40 persons. The building is located at 8700 Meadowood Boulevard, south of Pine Drive. The building consists of two basic rooms, a lounge and a pool room, separated by two closets. The lounge contains two couches, four tables, a desk and eleven chairs. The pool room contains a 4' X 8' billiard table, two tables and six chairs.

2. Recreational Building For Dressing: This building is in existence and has a floor area of 597 square feet and an approximate capacity of 30 persons. It is located immediately west of the recreation building for games. This building is divided into two sections, one for men and one for women. Each section contains a restroom area and a storage area.

3. Wading Pool and Diving Pool: These pools are located immediately west of the recreation buildings and are both heated during the winter months. The wading pool is 12' in diameter and 1' in depth. The diving pool is wedge shaped, 20' X 40', with a depth varying from approximately 3' to 8'6". This pool area has 2400 sq. ft. of decking and has an approximate capacity of 60 persons.

4. Swimming Pool: The pool is located immediately south of the wading pool and diving pool. Its approximate size is 25' X 50' with an average depth of 4½'. The pool is surrounded by some 2900 sq. ft. of decking, with approximate capacity of 75 persons. This pool is not heated.

5. Tennis Courts: The tennis courts are located immediately west of the pool area. There are two regulation courts, 120' X 180' with lights, nets, vinyl coated fencing and windscreens. The tennis courts may be utilized by 8 person at any one time.

There are also located within the complex several conservation areas, play areas, picnic areas, lakes, greenbelts and a storage area for parking boats and campers.

V

USE OF RECREATIONAL FACILITIES

The Owner has provided for the use and cross-use of all recreation facilities including those facilities currently in existence within the common elements of Meadowood Condominium Villages One through Five

and those facilities to be added by the Owner in conjunction with the construction of this phase condominium. These use and cross-use provisions have been provided for by agreement with the Meadowood Condominium Association as set forth in Exhibit E attached hereto. There are currently 226 units in existence in the Meadowood Condominium Villages One through Five which along with the 20 units to be constructed in Village Six would constitute 246 units sharing the various recreational facilities. In the event the developer completes all phases proposed, including completion of Village Five, the number of units sharing in the recreational facilities would be 292. Since the Owner intends to construct both the recreation building and the swimming pool during the construction of Village Six of Meadowood, a decision or inability on the part of the Owner to construct subsequent phases of this condominium will have no impact on the plan for recreational facilities development other than a reduction in the number of units using those facilities.

Units owners in Meadowood Village Six and subsequent Villages of Meadowood will share in the operating and maintenance expenses of those common element recreation facilities previously described whether they are located in the existing Meadowood Condominium Villages One through Five or Village Six and subsequent Villages. Similarly, unit owners in existing Villages One through Five will share in the maintenance and operation expenses associated with those recreation facilities added by the Owner in the development of Village Six and subsequent Villages in addition to the existing facilities. Sharing the operating and maintenance expenses associated with such common elements has been provided for in the agreement previously referred to between Meadowood Condominium Association and the Owner as set forth in the Exhibit hereto.

By virtue of the use and cross-use agreement entered into by the Owner and the Association, there are no recreational facilities being provided with this phase condominium which will be solely for the use of unit owners within Meadowood, Village Six and subsequent Villages. All recreational facilities will be shared by up to a maximum of 292 unit owners under the terms of the agreement referred to. The Owner does

not contemplate the addition of any facilities for recreational use other than those previously described herein. It is expected that the recreation building, the swimming pool and the bathhouse to be constructed by the Owner will be completed within six months of commencement of construction of the building of Village Six. However, completion of the recreation building as previously indicated will be contingent upon the funding of their portion by the Meadowood Condominium Association. In the event the Association is unable to timely provide their portion of the funding or is unable to provide it at all, the six month period indicated will not be applicable to the recreation building. The Owner will purchase six chaise lounge chairs, three patio tables with umbrellas and twelve chairs, suitable for use in the pool area.

VI

MANAGEMENT AND MAINTENANCE OF THE PHASE CONDOMINIUM

Pursuant to the agreement between Owner and Meadowood Condominium Association attached hereto as Exhibit E and as allowed under the Laws of Florida, Chapter 718.11(11), Meadowood, Village Six and other subsequent Villages of this condominium will be maintained, managed and operated by the existing Meadowood Condominium Association, a not for profit corporation organized under the laws of Florida. Such an arrangement for mutual management and operation by the existing association is intended to promote a continuity among the existing and proposed Villages of the Meadowood Development and maintain a homogeneous relationship between unit owners within the entire complex, pursuant to the intent of the original developer of the Meadowood Condominium Project. The Owner, the Meadowood Condominium Association and the existing unit owners are desirous of maintaining the uniformity among all the Villages and the community atmosphere among the unit owners, whether in existing units or units of Village Six and subsequent phases.

Meadowood Condominium Association has, by virtue of the referenced agreement, agreed to maintain separate budgets for the existing Meadowood Condominium Villages One through Five and for the Villages of

this phase condominium. The separate budgets are required so that units owners of this phase condominium will not be subject to assessment for repair and maintenance to condominium buildings of the existing units, or paved parking and access areas not necessary for access to the Villages of this phase condominium. All the units within the complex however, whether in the existing Villages or Villages of this phase condominium will be assessed a pro rata share of the cost associated with the maintenance and operation of commonly used recreation facilities, landscaped areas, security services and so forth as described in further detail in paragraph XI hereinafter.

VII

RESTRICTIONS UPON SALE TRANSFER OR LEASE

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. Before the transfer of this unit to any person, the owner of this unit shall allow other members of the Association to exercise their rights of first refusal as set forth in the Declaration of Condominium attached hereto by notifying the Secretary of the Association of his transfer. Leases of the units within the complex must be in accordance with the provision as set forth in the Declaration of Condominium attached hereto as Exhibit F. For a detailed description of these sale, transfer and lease restrictions, prospective purchasers should refer to Article XIII of the Declaration of Condominium and to the applicable section of the Rules and Regulations of the Meadowood Condominium Association which are attached hereto as Exhibits F and G, respectively.

VIII

USE AND OCCUPANCY RESTRICTIONS

The condominium units offered for sale herein are subject to the Rules and Regulations promulgated by the Meadowood Condominium Association, attached hereto as Exhibit G. Cats, dogs and other domestic household pets are allowed to be kept in or about the condominium

property subject to the approval of the Association or management corporation. Animals are to be kept on leash or carried outside the unit and shall be allowed only upon authorized areas. Unit owners covenant with the Association or management corporation that they will promptly comply with any order to remove a pet or pets from the premises. Children are allowed to reside with their families at Meadowood. All children under twelve shall be accompanied by an adult when using the pool and pool areas and all children under five years shall use only the wading pool. Each unit owner shall be responsible and shall pay for any damages caused to the club house or any of the recreational facilities by his family, guests or tenants. Guests using the tennis courts must be accompanied by an adult resident. Any breach or violation of the rules and regulations shall result in a \$25.00 fine or special assessment to the violator or unit owner in addition to all legal remedies. For a detailed description of these and other use and occupancy restrictions refer to the Rules and Regulations of the Association.

IX

FEE SIMPLE INTERESTS

THIS CONDOMINIUM WILL BE CREATED AND UNITS WILL BE SOLD IN FEE SIMPLE INTEREST. No units will be sold as leasehold units. Furthermore, the Owner's plans do not include a program of leasing units rather than selling or leasing and selling them subject to leases.

X

UTILITIES SERVICES

Utilities and other services are currently furnished to existing units of Meadowood Villages and will be furnished to Village Six and subsequent units of the phase condominium as follows:

1. Water Service - Water service is provided by the city of Temple Terrace. The water flow is master metered and the expenses

associated with water service are apportioned among unit owners within the complex.

2. Sewer Service - Is provided by the city of Temple Terrace. The expenses associated with the sewer services are apportioned among unit owners within the complex.

3. Garbage Service - Garbage pickup is provided by Suburban Disposal Service, Inc. The costs of garbage pickup service are \$7.00 per month as of December 1, 1980.

4. Electricity - Is provided to the condominium units by the Tampa Electric Company. Each unit is individually metered and each unit owner is responsible for his own electric usage.

5. Telephone - Telephone service is available from General Telephone Company of Florida on an individual unit owner basis.

6. Storm Drainage - Storm drainage is provided through a positive gravity system which has been installed throughout the area. This drainage system is maintained by the Meadowood Condominium Association.

XI

OWNERSHIP OF COMMON ELEMENTS

Each unit owner in the phase condominium will share ownership in the condominium common elements on an equal basis regardless of size or square footage of the individual unit. For example, if Village VI consisting of 20 units is completed, each unit owner would own 1/20 or five percent of the common elements of the condominium as developed at that time. As additional phases are added each unit owner's fractional share would be calculated by the fraction, the numerator of which is the number 1, the denominator of which is the number of units within the completed Villages at that time. If the entire development of 66 units is completed each unit owner of the phase condominium will then own 1/66

of the common elements of this phase condominium. This percentage ownership will be utilized by the Meadowood Condominium Association in calculating the assessment due against each unit for maintenance and repair of the buildings within the phase condominium.

XII

APPORTIONMENT OF EXPENSES

As previously set forth, the condominium Villages constructed by Owner within the complex shall be operated and governed by the Meadowood Condominium Association, Inc., an existing non-profit, Florida corporation which currently operates Villages One through Five as separate condominiums. The Meadowood Condominium Association by virtue of the agreement previously referred to and attached hereto as Exhibit D has agreed to assume the management of the units, common elements and limited common elements of Village Six and subsequent Villages of this phase condominium. The Association shall maintain separate budgets and records for the phase condominium to be constructed and for the existing condominium Villages. These separate records and budgets shall be a basis for apportionment of expenses so that new unit owners will not be burdened with assessments to fund the repair, replacement and maintenance of existing condominium buildings, limited common elements of those existing condominium buildings, parking areas and or paved roadways not necessary for access to the Villages of this phase condominium. Each unit owner in Village Six and subsequent phases shall be assessed a fee for maintenance and repairs of the Meadowood Complex common elements and facilities which assessments shall be composed of two parts.

(1) Part One of the assessment shall apportion the costs and expenses directly attributable to the maintenance and repair of the buildings of condominium Village Six and if constructed, subsequent Villages of this phase condominium. Each unit's apportioned share of these costs and expenses shall be computed by multiplying the total cost and expenses by a fraction, the numerator of which is 1 and the denominator of which is the total number of units then existing in Meadowood, a phase condominium.

(2) Part Two of the assessment shall consist of the proportionate share of common expenses attributable to the complex including existing Villages One through Five, Village Six and as subsequent Villages of this phase condominium for: (a) security services, (b) water and sewer, (c) administration, (d) management, (e) maintenance of common lawns and landscaped areas, (f) maintenance of common recreational facilities and (g) general overhead. The units in Village Six and subsequent phases shall not be assessed for repair, replacement or maintenance of existing condominium buildings, limited common elements appurtenant thereto and/or paving related to parking or driveways for existing unit buildings. Each unit's apportioned share of such common expenses shall be computed by multiplying the total cost of expenses attributed to items (a) through (g) as outlines above for the complex by a factor which is calculated by multiplying each unit owner's percentage ownership of common elements in the Village by the total number of units in that Village and dividing by the number of units then in existence in the entire complex, including existing Villages One through Five.

XIII

DEVELOPER'S EXPERIENCE

The developer of Meadowood, a phase condominium is Calmark Communities, Inc., a California Corporation, registered to conduct business in Florida. The capable and experienced personnel of Calmark Communities, Inc. represent many years of experience in different facets of development in Florida, California and other states.

Calmark Communities, Inc. is one of five related companies which operate as subsidiaries of Calmark Properties, Inc. which was organized in 1974 as successor to Continental Multi-homes, a successful multi-family residential developer. Calmark Properties, Inc. currently is involved in acquisition and syndication of existing residential, commercial and office properties, property management, condominium conversions, single and multi-family residential development and building, and industrial park development and construction.

The sales and creation of this condominium, Meadowood Village Six will be directed by Mr. Joseph L. Michal and Mr. J. Andrew Seawright, who have also been involved with the development of Walden Lake, a 2000 acre Planned Unit Development and, Oak Bridge Run, a 123 unit completed condominium conversion both of which are residential communities in Hillsborough County, Florida.

XIV

ESTIMATED CLOSING EXPENSES

The law required, pursuant to F.S. 718.504(21) that prospective unit purchasers be provided with an estimate of closing expenses. The figures presented below are simply estimates, based on a first mortgage amount of \$40,000.00 and may change significantly in the future.

The Owner will provide a fee title insurance policy to each purchaser and will pay the cost associated with documentary stamps and recording of the mortgage, as provided in paragraphs 6 and 7 of the Contract for Sale, attached hereto as Exhibit K.

1) Original fee @ 3%	\$1,200.00
2) Appraisal fee	100.00
3) Credit report	25.00
4) Lender's legal fees	<u>35.00</u>
TOTAL	\$1,500.00

5) Pro rated taxes #	UNKNOWN
6) Escrow deposits ##	UNKNOWN

This amount will be determined at the time of closing.

This amount will be determined by the lender and is unknown at this time.

ESTIMATED OWNER'S EXPENSES

The law requires, pursuant to F S. 718.504(20), that an estimated operating budget for the Condominium Association and the schedule of unit owner's expenses shall be included as an Exhibit to this Prospectus. The proposed budget to cover the expenses associated with this phase condominium, including the maintenance of existing recreational facilities as previously discussed, is attached hereto as Exhibit H. This proposed budget reflects an estimated monthly, per unit assessment of \$68.00 to cover the costs associated with those items enumerated within the proposed budget, which is \$7.00 less than the \$75.00 monthly assessment currently levied against unit owners in existing Villages One through Five as of December 1, 1980.

Additional expenses for which units owners will be responsible are the ordinary expenses associated with a residential dwelling, such as electric utility service, telephone service, garbage collection, insurance on the contents of the dwelling, the interior decorating and repair, and so forth. It would be difficult, if not impossible to estimate the cost associated with such items since they are to a great extent dependent upon the preferences and habits of the individual unit owners. Perspective purchasers may inquire with the supplier of various services, some of whom are specified under paragraph 10 herein, to determine the approximate costs associated with those various services.

DECLARATION OF CONDOMINIUM
FOR VILLAGE SIX OF
MEADOWOOD, A PHASE CONDOMINIUM

1. PURPOSE.

WHEREAS Calmark Communities, Inc, a California Corporation, duly licensed to conduct business in Florida, hereinafter referred to as "Owner", is the owner of that certain real property, lying and being in the County of Hillsborough, State of Florida, legally described in Exhibit "A" attached hereto and made a part hereof, said property being a portion of that certain real property described in Exhibit "B" attached hereto, and made a part hereof and,

WHEREAS, adjacent to the real property described in Exhibit "B" there have been constructed two hundred twenty six (226) cluster condominium housing units with the appurtenant improvements more fully described in the Declaration of Condominium of Meadowood Condominium Village One (as recorded in Official Record Book 2696, Pages 437 et. seq., Condominium Plat Book 1, Page 22, Public Records of Hillsborough County Florida); and the Declaration of Condominium of Meadowood Condominium Village Two (as recorded in Official Record Book 2755, Pages 601 et. seq., Condominium Plat Book 1, Page 33, Public Records of Hillsborough County, Florida); and the Declaration of Condominium of Meadowood Condominium Village Three (as recorded in Official Record Book 2927, Pages 573, et. seq., Condominium Plat Book 1, Page 52, Public Records of Hillsborough County, Florida); and the Declaration of Condominium of Meadowood Condominium Village Four (as recorded in Official Record Book 3161, Pages 1399 et. seq., Condominium Plat Book 1, Page 89, Public Records of Hillsborough County, Florida); and the Declaration of Condominium of Meadowood Condominium Village Five (as recorded in Official Record Book 3180, Pages 211 et. seq., Condominium Plat Book 2, Page 1, Public Records of Hillsborough County, Florida); and

WHEREAS, on the said property described in Exhibit "A", Owner intends to develop Village Six of Meadowood comprised of twenty (20) cluster condominium housing units with their appurtenant improvements as one phase of a multi-phase condominium project which may encompass the whole of the land set forth in Exhibit "B" attached hereto and made a part hereof; said twenty unit development hereinafter referred to as "Village Six" and,

WHEREAS, this condominium form of ownership will allot to each owner the individual ownership of a certain designated condominium parcel which includes but is in no way limited to the exclusive ownership of a designated unit, together with an undivided interest in and to all of the common elements contained in "Village Six", which is specifically described in and is subject to this Declaration; and

WHEREAS, it is desirable and necessary to create a means by which the intent and purposes of this condominium form of ownership may be carried through;

NOW, THEREFORE, the Owner on behalf of itself and its successors, grantees, and assigns does hereby declare that the lands described in Exhibit "A" attached hereto and made a part hereof, from and after the date of the recording of this Declaration in the office of the Clerk of the Circuit Court, in and for Hillsborough County, Florida, shall be dedicated and submitted to the condominium form of ownership as legally authorized by the Legislature of the State of Florida pursuant to the provision of Chapter 718, Florida Statutes of 1977, in accordance with the

terms set forth, and the same shall continue in existence until this Declaration is terminated or abandoned in accordance with the laws of the State of Florida.

The inclusion of the land described in Exhibit "B" attached to this Declaration (exclusive of the lands described in Exhibit "A" attached hereto) shall not be deemed to be an obligation on the part of the Owner to submit said lands or any part thereof to condominium type ownership and inclusion by Owner in the development plan of said lands described in Exhibit "B" attached to this Declaration (exclusive of the lands described in Exhibit "A" attached hereto) shall in no way constitute an encumbrance, restriction, condition, reservation, limitation, or covenant affecting said land.

2. DESCRIPTION OF IMPROVEMENTS.

A graphic description of the improvements constituting Village Six and proposed future villages and identifying the units and common elements, as said terms are hereinafter defined, and their respective locations and approximate dimension, is attached hereto and made a part hereof as Exhibit "C". Each unit shall have a separate number as indicated and the limited common elements pertaining to that unit are those appurtenant thereto.

3. NAME AND DEFINITIONS

The name of this phase of Meadowood shall be Meadowood Village Six, and its address is 8700 Meadowood Boulevard, Tampa, Florida.

The terms used in this Declaration and its exhibits shall have the meaning stated in the Condominium Act (Chapter 718, Florida Statutes, 1977) as it exists on the date hereof and as follows unless the context otherwise requires:

- 3.1 Unit: A part of the condominium property which is subject to exclusive ownership and shall consist of a part of a building which according to the plot plan contained herein as Exhibit "C" is identified and designated by number.
- 3.2 Unit Owner: Any person, persons, trusts, or other entity which at any given point in time hold fee simple title in and to any particular condominium parcel.
- 3.3 Condominium Parcel: A unit, and its limited common elements, together with an undivided share in the common elements and surplus which are appurtenant to the unit.
- 3.4 Common Elements: Common elements shall include all the condominium property not included in the unit, plus tangible personal property required for the maintenance and operation of the common elements, as well as other items stated in the Condominium Act.
- 3.5 Limited Common Elements: Limited common elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units, and shall include the following:
 - 3.5.1 The stoop at the front entry to the unit.
 - 3.5.2 The enclosed rear yard at the back of the unit.
 - 3.5.3 The Storage Room at the rear of the unit (when electric meters and raceways are located within a storage room such meters and raceways are considered common elements.)

- 3.5.4 That portion of the Garaport which is appurtenant to each unit (where one car can be parked), at the rear of the unit.
- 3.5.5 The enclosure for air conditioning equipment and trash, and the mailbox, at the rear of the unit.
- 3.6 Complex The complex shall mean the condominium villages one through five which are currently in existence and the condominium villages which may be constructed by Owner upon the property set forth in Exhibit "B", including completion of Village Five.
- 3.7 Assessment: Assessment shall mean the unit owner's share of the funds required for the cost of maintaining, repairing, and managing the property in the complex, which are from time to time assessed against the unit owners.
- 3.8 Association: The Association means Meadowood Condominium Association, Inc., a non-profit corporation under the laws of the State of Florida responsible for the operation of the condominium, and its successors.
- 3.9 Common Expenses: All expenses and assessments properly incurred by the Association for the condominium, including but not limited to:
- 3.9.1 Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements and of the portions of units and limited common elements to be maintained by the Association. Such common expenses shall be allocated in a manner which assures that unit owners of Village Six and subsequent villages of this phase condominium do not contribute to the maintenance, repair or replacement of the existing condominium buildings and their appurtenant limited common elements; parking areas, and/or paved roadways not necessary for access to the Meadowood Village to be constructed. The following portions of the limited common elements will be maintained by the Association:
- 3.9.1.1 The exterior side and the structure of the rear yard fence.
- 3.9.1.2 The exterior side and the structure of the three sides of the storage room which are outside of the rear yard.
- 3.9.1.3 The roof, sides and structure of that portion of the Garaport which is appurtenant to each unit.
- 3.9.1.4 The sides and structure of the air conditioning and trash fence.
- 3.9.2 Management and administration of the Association, including, but not limited to, compensation paid by the Association to a managing agent, accountant, attorney, and other employees;
- 3.9.3 Any other items held by or in accordance with the other provisions of this Declaration or the other Condominium Documents to be common expenses.
- 3.10 Common Surplus: Common surplus shall be the excess of all receipts of the Association, including, but not limited to,

assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.

- 3.11 Person: Any individual, firm, corporation, trustee or other entity capable of holding title to real property.
- 3.12 Owner: Owner means Calmark Communities, Inc., a California Corporation, its successors and assigns.
- 3.13 Share: A share shall designate that percentage in and to the common elements and the common obligations attributable to each unit or condominium parcel.
- 3.14 Condominium Property: Condominium property means and includes the land in the condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto, for use in connection with the Condominium.
- 3.15 Condominium Documents: Condominium documents include this Declaration, together with all Exhibits attached hereto, Articles of Incorporation of Meadowood Condominium Association, Inc., a non-profit Florida Corporation; the By-Laws of the Association; the Rules and Regulations of the Association; the Contract for Sale; and, all other documents required pursuant to the Condominium Act (Chapter 718, F.S., 1977).
- 3.16 Majority: The word majority shall mean the number of unit owners required to make up 51% or more of the votes assigned in the Condominium Documents to the unit owners for voting purposes.
- 3.17 Project: One or more Villages of the phase condominium proposed by Owner to be constructed upon the land described in Exhibit "B" hereto, including the completion of Village Five.

4. PLAN OF DEVELOPMENT.

- 4.1 Multi-phase Development: This phase of Meadowood, (Village Six) consists of twenty (20) units. Villages One, Two, Three and Four have already been constructed and the Declaration thereof recorded. The Declaration of Condominium of Meadowood Condominium Village One is recorded in Official Record Book 2696, pages 437 et. seq. of the Public Records of Hillsborough County, Florida; the Declaration of Condominium of Meadowood Condominium Village Two is recorded in Official Record Book 2755, pages 691 et. seq. of the Public Records of Hillsborough County, Florida; the Declaration of Condominium of Meadowood Condominium Village Three is recorded in Official Record Book 2927, pages 573 et. seq. of the Public Records of Hillsborough County, Florida; the Declaration of Condominium of Meadowood Condominium Village Four is recorded in Official Record Book 3161, pages 1399 et. seq. of the Public Records of Hillsborough County, Florida. The Declaration of Condominium of Meadowood Condominium Village Five is recorded in Official Record Book 3180, pages 211 et. seq. of the Public Records of Hillsborough County, Florida, which Declarations contain various cross-easements and legal rights and duties that affect this condominium. The Fland Corporation, original developer of the Meadowood Condominium Villages, terminated their development work prematurely, prior to the completion of Village Five. Of the 18 units proposed to be constructed in that Village only 10 units, along the north side of Tangerine Drive, have been completed. Owner contemplates completion of the development of Village Five either in accordance with the original development plan of which the existing 10 units are an example, or; in a fashion similar to the units of Village Six as described herein. (Refer to Prospectus II, Background Information)

The property comprising Village Six, together with the improvements thereon which will be constructed by the Owner, is one of several parcels of land which owner plans to purchase and improve as a single condominium comprised of one or more villages; said property being described in Exhibit "B" to this Declaration. A common plan of development is being undertaken and each parcel of land submitted to a condominium form of ownership pursuant to this common plan shall constitute a phase of the condominium.

The village(s) constructed by Owner within the Complex shall be operated and governed by the Meadowood Condominium Association, Inc., an existing, non-profit Florida Corporation which currently operates Villages One, Two, Three, Four and Five, as separate condominiums. The Meadowood Condominium Association, by virtue of the Agreement set forth in Exhibit "D" attached hereto and made a part hereof, has agreed to assume the management of the units, common elements and limited common elements proposed to be constructed by Owner upon the lands described in Exhibit "B" hereto. The Association shall maintain separate budgets and records for the phase condominium to be constructed in the project and, for the existing condominium villages, in accordance with Chapter 718, F.S. Such separate records and budgets shall be the basis for apportionment of expenses to assure that new unit owners will not be burdened with assessments to fund the repair, replacement and maintenance of existing condominium buildings, limited common elements of those existing condominium buildings; parking areas; and/or paved roadways not necessary for access to the Meadowood Villages constructed by Owner.

Each unit owner in the condominium villages to be constructed by Owner shall be assessed a fee for maintenance and repairs of the Meadowood Complex common elements and facilities, which assessment shall be composed of two parts. 1) Part One of the assessment shall apportion the costs and expenses directly attributable to the maintenance and repair of the buildings of Village Six and, if constructed, subsequent villages of this phase condominium. Each unit's apportioned share of such costs and expenses shall be computed by multiplying the total costs and expenses by a fraction, the numerator of which is one (1) and the denominator of which is the number of completed units existing within the project as defined herein. 2) Part Two of the assessment shall consist of the proportionate share of common expenses attributable to the complex for a) security services b) water and sewer c) administration d) management e) maintenance of common lawns and landscaped areas f) maintenance of common recreational facilities and g) general overhead. The units in Village Six and subsequent villages, shall not be assessed for any repair, replacement or maintenance of existing condominium buildings, limited common elements appurtenant thereto and/or paving relating to parking or driveways for existing buildings. Each unit's apportioned share of such common expenses shall be computed by multiplying the total costs and expenses attributable to items a) through g) as outlined above for the complex by a factor which is calculated by multiplying each unit owner's percentage ownership of common elements in the village by the total number of units in that village and dividing by the number of units then in existence in the complex.

4.2 Phase Descriptions.

The Meadowood phase condominium proposed to be constructed by the Owner upon the lands described in Exhibit "B" hereto is planned for development in distinct phases. Phase A of Meadowood will be designated Village Six consisting of twenty units which will be constructed upon the property described

in Exhibit "A" attached hereto which is a portion of that property set forth in Exhibit "B". Along with the twenty units of Village Six will be constructed an unheated swimming pool suitable for diving which will be a wedge shape some 20' X 40', ranging in depth from 3' to 8'. This pool will be equipped with approximately 1200 square feet of decking area suitable for an approximate capacity of forty persons. A bath house/ changing facility will also be provided. This swimming pool and bath house are the only recreational facilities contemplated to be added within the common elements of this phase condominium. Phase B of Meadowood if developed will be designated Village Seven consisting of twenty units housed in four buildings two of which will have six units each and two of which will have four units each generally located as indicated in Exhibit "C" attached hereto. Of those twenty units there will be a combination of two bedroom two bath, three bedroom two and onehalf bath and two bedroom two and one half bath units. Units may be of both townhouse style and of single story type. Phase C of Meadowood if developed will be designated Village Eight consisting of eighteen units and generally located as indicated on Exhibit "C" hereto. Village Eight will consist of four buildings one of which will house six units and three of which will house four units. Of those eighteen units there will be a combination of two bedroom two and one half bath, three bedroom two and one half bath, and two bedroom two bath. These units will be of both the single story and two story townhouse type. Architectural design and styling of Villages Seven and Eight will be very similar to and compatible with the buildings of Village Six. Phase D if developed as a portion of this phase condominium will consist of the completion of eight units in existing Village Five which as previously indicated was not accomplished by the original developer. (Refer to Prospectus II) If developed as a phase of this condominium Village Five will consist of eight units housed in two buildings each of which will contain four units. Of those eight units there will be a combination of two bedroom two and one half bath, three bedroom two and one half bath, and two bedroom two bath. The architectural styling of those units for Village Five has not yet been determined, however, they will either be designed to duplicate the character of existing buildings in Village Five or be similar to the buildings in Village Six. The exact types of units which will be constructed in Villages Seven and Eight and the completion of Village Five are at this time estimates and depending on market conditions may vary some what although not significantly from those described. The major deviation which may be expected to occur would be within the number of each type of units which will be determined by buyer demand at the time the units of Meadowood phases are marketed.

Each unit owner in the Meadowood phase condominium will share ownership in the common elements on an equal basis regardless of size or square footage of the individual unit. For example, if Village Six consisting of twenty units is completed each unit owner would own 1/20 or five percent of the common elements of the phase condominium as developed at that time. If the additional elements of phase B constituting Village Seven are completed each unit owner would then own 1/40 or 2 1/2 percent of the phase condominium and so forth. If the entire development of 66 units, including the completion of existing Village Five, is completed each unit owner of the phase condominium will then own 1/66 of the common elements associated with the entire phase condominium.

Each unit owner of the phase condominium will be entitled to one vote and one membership in the Meadowood Condominium Association. The votes of the owners in this phase condo-

minium will be combined with the votes of the existing 226 unit owners in Meadowood Condominium Villages One through Five.

Since the only recreational facilities planned to be added as a part of the common elements of this phase condominium are the swimming pool and bath house previously described both of which are to be added during the course of construction of Village Six, a decision on the part of the Owner not to add additional phases will have no affect whatsoever upon the recreational amenities planned for this phase condominium.

The Owner does not contemplate the addition of any time share estates with respect to any units in any phase of this development.

4.3 Use of Facilities.

In order to maintain continuity among the existing Meadowood Villages and the proposed Village Six and any subsequent Villages constructed in the course of this project the Owner has entered into an agreement set forth in Exhibit "D" hereto with the Meadowood Condominium Association wherein the Owner has provided that Owners of the existing units of Meadowood Villages One through Five shall have the right to use and enjoy all the recreational facilities constructed by the Owner within the project. By virtue of that same agreement the Association has agreed to allow Owners of units constructed within the project to use and enjoy all the recreational facilities in existence within the complex.

5. EASEMENTS.

Each of the following easements is a covenant running with the land of Village Six and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of Village Six as a condominium and the exclusion of any of the land of Village Six from Village Six.

- 5.1 Utility easements as may be required for utility service in order to adequately serve Village Six and to adequately serve the lands (other than the condominium property) now or hereafter owned by the Owner which are adjacent to or in the vicinity of the condominium property, including the lands comprising Villages One, Two, Three, Four and Five; provided, however, that easements through a unit shall only be based on the plans and specifications of the building housing the unit unless approved by the unit owner in writing.
- 5.2 Easements for pedestrian traffic over, through and across sidewalks, paths, and lanes, as the same may from time to time exist upon the common elements; and for the vehicular traffic over, through, and across such portions of the common elements as may from time to time be paved and attended for such purposes; but the same shall not give or create in any person the exclusive right to park upon any portion of the condominium property, unless set forth in the Condominium Documents.
- 5.3 Easements for use and enjoyment by unit Owners of existing Villages One through Five of the recreational facilities constructed by Owner within the project, as previously set forth.
- 5.4 Easements set forth in Article 7 and paragraphs thereto, Article 9, and in Article 11 and in paragraphs thereto, and easements set forth in the Declarations of Condominium of Meadowood Condominium Villages One, Two, Three, Four and Five where applicable.

6. RESTRAINTS ON SUBDIVIDING AND PARTITION.

The real property, common elements, limited common elements, and use interest therein, which are herein submitted to the condominium form of ownership, shall be utilized and operated as follows:

6.1 Restraints and Covenants Against Partition: In order to perpetuate and effectuate the intent hereof and for the preservation of the condominium and the condominium form of ownership, the ownership of the common elements and limited common elements shall remain undivided, and each unit owner as a condition precedent to his becoming owner, covenants that he will at no time attempt to file an action for partition.

6.2 Restraints and Covenants Against Separation of Units From Common Elements and Limited Common Elements: The undivided share in the common elements and limited common elements which are appurtenant to a unit shall not be separated therefrom and shall pass with the title of the unit, whether or not separately described. A share in the common elements and limited common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit. Each unit owner, as a condition precedent to his acquiring title, covenants that he will at no time attempt to separate, in any form whatsoever, the common elements or limited common elements which are appurtenant to his unit from his unit.

7. RETAINED RIGHTS OF OWNER

7.1 The Owner shall have the right to transact any business necessary to consummate sales of condominium parcels, including, but not limited to, the right to maintain models have signs identifying the condominium property and advertising the sale of condominium parcels, have employees in the offices and models and other condominium property, and use the common elements and be allowed to show units. Sales office furnishings, the furniture and furnishings in the model units, signs, and items, and items pertaining to sales shall not be considered common elements and shall remain the property of the Owner. The Owner also reserves the right to bring prospective purchasers through all recreational facilities until such time as all the condominium units constructed or to be constructed by the Owner on the land identified by Exhibit "B" hereto, including the completion of Village Five have been sold and conveyed.

7.2 Each unit owner acknowledges that the Owner's right to construct additional villages and units in the Complex and use the common elements of the condominium to be constructed is a part of the consideration for the sale and purchase of his condominium unit and has been taken into consideration in fixing the purchase price of each unit. Each unit owner acknowledges that the inclusion of additional villages in the Complex shall be deemed to not materially affect the rights of the units owner or the value of the unit, even though the full number of villages and units to be constructed therein is unknown at the time of closing the transaction of sale and purchase of his condominium unit.

7.3 So long as the Owner shall own any unit, the said Owner shall have the absolute right to lease, sell, transfer, and/or convey any such unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interest.

7.4 As long as completed units are unsold, Owner or its successor shall be entitled to cast one vote for each unit which has been certified for occupancy.

7.5 All present or future owners, tenants, or other person who might use the facilities of this phase condominium in any manner are subject to the provisions of this Declaration and all documents appurtenant thereto, and incorporated herewith, and the mere acquisition or rental of any unit, or the mere acts of occupancy of any unit shall signify that the provisions of this Declaration, and such documents are accepted and ratified in all respects.

8. MAINTENANCE, REPAIRS AND ALTERATIONS.

The maintenance and repair of the condominium parcels shall be the responsibility of both the Association and of the individual unit owners.

8.1 The Association shall be responsible for the maintenance, repair and replacement of the following:

8.1.1 All portions of any unit, except interior walls and partitions not contributing to the support of the building within which the unit is housed, which portion shall include but not be limited to the roof, and its structure, exterior walls of the building housing the unit, and interior boundary walls of the unit.

8.1.2 All portions of the units which contribute to the support of the buildings, excluding interior walls and partitions, ceilings and floors not damaged due to structural defect, but specifically including all items contained in 8.1.1 above.

8.1.3. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building and all such facilities contained within a unit which serve part or parts of the condominium village other than the unit within which they are contained.

8.1.4 All damage done as a result of and incident to the repair of any of these facilities shall be repaired as promptly as possible so as not to inconvenience the unit owners.

8.1.5. The common elements and that portion of the limited common elements described in sub-paragraph 3.9.1.

8.2 Each unit owner, individually, shall have the responsibility and bear the expense of the following:

8.2.1 To maintain, repair, and replace all portions of the unit and limited common elements promptly, except portions to be maintained, repaired and replaced by the Association. Such portions of the unit to be maintained, replaced and repaired by the unit owner shall include, but not be limited to, the following items:

8.2.1.1 Windows, screens, hose bibs, exterior lights and outlets, exterior doors, door frames and door hardware, sliding glass doors, all air conditioning and heating equipment, regardless of location of same, range, water heater, refrigerator, dishwasher, disposal, trash compactor (where applicable), intercom system (where applicable), fans and all other appliances and equipment, including pipes, ducts,

wiring, fixtures and/or other connections required to provide water, light, power, air conditioning and heating, telephone, temporary and permanent C.A.T.V., sewage and sanitary service to his unit, and which may now or hereafter be situated in his unit or under the floor slab of his unit.

- 8.2.1.2 All inside walls and partitions not contributing to the support of the building within which the unit is housed, and any and all finishes, painting and decorating upon those walls.
- 8.2.1.3 All drywall attached to the roof trusses (ceiling), exterior building walls, and interior unit boundary walls, and any and all finishes, painting and decorations upon those surfaces.
- 8.2.1.4 All floor finishes, including carpet and pad, ceramic tile, vinyl flooring, and any other finish materials.
- 8.2.1.5 All second floor components including stairs, materials and finishes, in those units having a second floor.
- 8.2.1.6 All furnishings, decorating items, and all other accessories.
- 8.2.1.7 Pest control to the extent required.
- 8.2.2 To perform his responsibility in such a manner and at such times of day as to not interfere with other unit owners in the building or any of the buildings comprising the Complex, and their enjoyment of their respective unit.
- 8.2.3 Not to paint or otherwise decorate, change, alter or modify the appearance of any portion of the building not contained within the unit, unless the prior written consent of the Association is obtained.
- 8.2.4 To promptly report to the Association or its agent any defect or deficiency which may need repair, responsibility for the remedy of which is with the Association as above stated.
- 8.2.5 Not to make any structural or other changes, modifications or alterations to any portion of the unit or the building housing the unit which is designated to be maintained by the Association or to remove any portion thereof or do any other act which may jeopardize or impair the safety or soundness of the building housing the unit without first obtaining written consent of the Board of Directors of the Association, together with all mortgagees of each unit in the building.
- 8.2.6 Not to interfere with or impair any easement through, over or around his unit without first obtaining prior written consent of the Association and of the unit owners for whose benefit such easement exists and of the Owner if the easement is also for the benefit of the Owner, its successors or assigns.

8.2.7 It is specifically understood that each unit owner, individually, shall have the responsibility and bear the expense of maintaining all the Limited Common Elements pertaining to his unit which are not maintained by the Association, including, but not limited to, the maintenance of the following:

8.2.7.1 The stoop.

8.2.7.2 The interior sides of the rear yard fence, and the slab and ground enclosed.

8.2.7.3 The exterior side of the Storage Room which is inside the rear yard, and all interior sides of said Storage Room.

8.2.7.4 That portion of the pavement of the Garaport which is appurtenant to each unit.

8.2.7.5 The ground and slab of the air conditioning and trash enclosure.

The maintenance, repair and replacement of all the air conditioning and heating equipment appurtenant to each unit, regardless of the location of the equipment, shall be at the sole expense of each unit owner. If any limited common element areas or limited common elements contained therein become unsightly, the Association may require proper care of the same.

8.2.8 Whenever the maintenance and repair and replacement of any items for which the owner of a unit is obligated to maintain, repair or replace at his own expense, is occasioned by any damage or loss which may be covered by any insurance of the Association, proceeds therefrom shall be used for the purpose thereof; provided that any sums required in excess of such proceeds shall be paid by the unit owner.

8.2.9 The unit owners covenant and agree not to install wiring for electrical or telephone installations, or any type of television antenna, machine or air conditioning unit on the exterior or that may protrude from the exterior of the building housing the unit, except as authorized by the Association.

8.3 Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair, and replacement of the interior of any unit (or limited common elements appurtenant to any unit except as set forth herein), it being understood that the liability or responsibility of the Association for the interior of any unit or for the limited common elements shall be limited to damages actually caused as a result of the Association's negligence, and the Association shall not be obligated for damage caused by the negligence of any unit owner, the respective families, lessees, invitees, and guests of the unit owners, but rather those persons shall be liable and responsible for any damages they may cause to any individual unit owner's property together with any damage which they may cause to the common elements, or limited common elements of another unit owner.

9. ENCROACHMENTS AND EASEMENTS OVER COMMON ELEMENTS.

In the event any unit or limited common elements shall encroach upon any common element for any reason not caused by the pur-

poseful or negligent act of the unit owner or owners, or agents of such owner or owners, an easement appurtenant to such unit or such limited common elements shall exist for the continuance of such encroachment into the common element, for so long as such encroachment shall naturally exist; and, in the event that any portion of the common elements shall encroach upon any unit or limited common element of a unit, then an easement shall exist for the continuance of such encroachment of the common element into any unit or limited common element for so long as such encroachment shall naturally exist. All properties covered by the Exhibit "A" attached to this Declaration shall be subject to a perpetual easement for encroachments that now or hereafter exists caused by construction or settlement or movement of the buildings and such encroachments shall be permitted to remain undisturbed, and the easement shall continue until the encroachments no longer exist. The common elements, including but not limited to main boulevard, drives, walkways, swimming pools, greenbelts, and conservation areas, if any, are subject to a perpetual, non-exclusive easement, in favor of the adjoining lands described in Exhibit "B", for ingress and egress, and for the furnishing of services and facilities for which the same are reasonably intended. Notwithstanding anything above provided in this article, Meadowood Condominium Association, Inc. shall have the right to establish the rules and regulations governing the use and enjoyment of all the common elements in this village and in the entire Complex and pursuant to which the owner or owners of any unit may be entitled to the exclusive use of any area or space or spaces.

10. MEADOWOOD CONDOMINIUM ASSOCIATION, INC.

10.1 The Articles of Incorporation of Meadowood Condominium Association, Inc., a non-profit Florida Corporation, have been filed with the Secretary of State of Florida and are attached hereto and made a part hereof as Exhibit "E". The principal purpose of the corporation is to perform the acts and duties desirable for proper management of the units and common elements and limited common elements of existing condominium villages and villages of this phase condominium to be constructed by Owner as they are declared pursuant to the plan set forth in Article 4 above, and to levy and enforce collection of assessments that are necessary to perform the acts and duties expressly or impliedly imposed upon the corporation.

10.2 The Meadowood Condominium Association possesses all of the powers and duties reasonably necessary to operate this condominium as set forth in this Declaration, the Declarations of Villages One, Two, Three, Four and Five, the Articles of Incorporation of the Association, the By-Laws (attached hereto and made a part hereof as Exhibit "F"), the agreement set forth in Exhibit "D" hereto, and as they may be amended, and to administer villages as and when they are constructed by Owner pursuant to the plan of phase development set forth in Article 4 above. It shall also have all of the powers and duties of an association under the Condominium Act, including the power to acquire and enter into agreements whereby it acquires ownership, leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Complex, and to construct or have constructed additional structures upon the land of the common elements intended to provide for the enjoyment, recreation or other use or benefit of unit owners in the Complex, and to declare the expenses of construction, rental, maintenance membership fees, operations, replacements and other undertakings in connection therewith to be common expenses and make covenants and restrictions concerning the use of the same by unit owners, and to invoke such other provisions as are not

inconsistent with the Condominium Act as may be desired; and the power to contract for the management of Village Six and the additional villages of the project as and when they come into existence, and to delegate to a management agent all of the powers and duties of the corporation except such as are specifically required by the Laws of Florida, this Declaration or the By-Laws to have the approval of the Board of Directors or the membership of the corporation. The Owner and all persons hereafter owning a vested present interest in the fee title to any one of the units in any one of the condominium villages erected by Owner upon the lands set forth in Exhibit "B", shall automatically be members of the Association and their memberships shall automatically terminate when they no longer own the interest.

11. OWNERSHIP OF CONDOMINIUM UNITS.

Ownership of each condominium unit shall include the following interests, rights, easements, appurtenances, and privileges in and to the condominium property:

11.1 Real property: Each condominium parcel together with all appurtenances thereto, shall for all purposes constitute a separate parcel of real property which shall contain all the rights and privileges and characteristics of real property such as the right to encumber. Conveyance, transfer or encumbrance shall be accomplished in the same manner as with any other parcel of real property and shall be done independently of all other parts of the condominium property, subject only to the provisions and restrictions and conditions as contained in the Condominium Documents.

11.2 Possession: Each unit owner shall be entitled to the exclusive possession of his unit and the limited common elements appurtenant thereto.

11.3 Boundaries: Each unit shall be bounded as to both horizontal and vertical boundaries, as shown in the plans contained herein as Exhibit "G" hereto, subject to such encroachments as are contained in the building within which the unit is housed, whether the same exists now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alteration. Notwithstanding the actual location of the walls, ceilings and floors, each unit consists of the space bounded by the following intersecting boundaries:

11.3.1 Horizontal Boundaries:

11.3.1.1 The upper boundary shall be the horizontal plane of the lower surface of the bottom chord of the roof trusses.

11.3.1.2 In the case of units with "cathedral" ceilings, the upper boundary shall be the plane of the lower surfaces of the bottom chord of the roof trusses.

11.3.2 Vertical Boundaries

11.3.2.1 The exterior boundary shall be the vertical plane of the interior surface of the exterior building walls.

11.3.2.2 The interior boundary shall be the vertical plane of the interior surface of the interior unit boundary walls.

11.4 Appurtenances: Each unit shall include certain inseparable appurtenances which may or may not be individually described, conveyed or encumbered. All rights, title and interest in the inseparable appurtenances shall pass with each unit, including but not limited to the following:

11.4.1 Limited Common Elements: Each unit shall have the exclusive right and use of the limited common elements as specifically hereinabove defined. The use of extra parking spaces, if any, shall be controlled by the Board of Directors of the Association and may be assigned for guest parking or may be sold or leased to unit owners at a cost to be determined by said Board. Parking spaces, unlike Garaports, shall not be deemed Limited Common Elements.

11.4.2 Common Elements:

11.4.2.1 The common elements shall be all parts of the condominium not included within the unit or units or limited common elements. The ownership of each unit or units shall include and there shall pass with each unit as appurtenances thereto, whether or not separately described, all of the rights, title and interest of a unit owner in the condominium property.

11.4.2.2 Each unit shall have an undivided share in the Condominium. The undivided share in the common elements assigned to each unit shall be proportionate to the owner's percentage of ownership, as described in Article 21 herein. Each unit shall have an equal undivided share in the common surplus of all of the villages, i.e. the Complex.

11.4.3 All of the above appurtenances, however, shall be and continue to be subject to any easement for the benefit of other units, and for the benefit of the Owner, its successors, and its assigns in constructing and selling additional villages; the Owner hereby reserving to itself, its successors and assigns the right to the use of the common elements until all of the units in all of the Villages to be erected are sold, and such right shall be a covenant running with the land and creating an equitable servitude.

11.5 Easements for the Benefit of the Unit: The following easements shall exist for each other unit owner and for the Association:

11.5.1 Easement for Air Space: The appurtenances shall include an exclusive easement for the use of air space occupied by the unit as it exists at any particular time and as the unit may be altered or reconstructed from time to time.

11.5.2 Ingress and Egress: Easements through the common elements for ingress and egress shall continue for all unit owners and the Owner, provided, however, that their use of the common elements is in accordance with the terms and conditions of the Condominium Documents.

- 11.5.3 Structural Support: Every portion of a unit contributing to the support of the building within which the unit is housed shall be burdened with an easement of support for the benefit of all units and common elements and limited common elements contained in the building.
- 11.5.4 Utilities: Easements over, under and through the units and common elements and limited common elements for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other units and common elements and limited common elements, provided, however, that such easements through a unit shall be based on the plans for the building wherein the unit is housed, unless otherwise approved in writing by the owner of the unit.
- 11.5.5 Emergency Easements for Ingress and Egress shall exist over, through and around other units, courtyards, and other limited common elements whenever an emergency exists and the circumstances dictate.
- 11.5.6 Easement set forth in Article 5 where applicable.
- 11.6 Voting Rights: Each unit carries with it the right to one vote at member meetings of the Association, pursuant to the agreement of Exhibit "D" hereto.

12. ASSESSMENTS.

The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year and the budgets shall project anticipated income as well as estimated expenses of operating the Meadowood Villages subject to the jurisdiction of the Association, including existing Villages One, Two, Three, Four, and Five and proposed Village Six in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief for the units, the limited common elements and the common elements, and public liability insurance for the common elements, operating expenses, management expenses, maintenance expenses, repairs, water and sewer charges, replacement reserve and reasonable operating reserve for the common elements or any other items the Board deems proper. Florida law, F.S. 718 requires the maintenance of separate budgets for the existing Meadowood Villages and for the proposed Village Six and subsequent units in the project. Failure of the Board to include an item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected.

The total regular annual assessment for each fiscal year assessed against each unit shall be composed of two parts. Part one of the assessment shall apportion the costs and expenses directly attributable to the maintenance and repair of the buildings of Meadowood Village Six, and, if constructed, subsequent villages of this phase condominium. Part two of the assessment shall consist of the proportionate share of common expenses attributable to the complex for a) security services, b) water and sewer, c) administration, d) management, e) maintenance of common lawns and landscape areas, f) maintenance of common recreational facilities and g) general overhead.

- 12.1 Each unit's apportioned share of Part one of the assessment shall be computed by multiplying the total costs and expenses associated with the new villages by a fraction, the numerator of which is one (1) and the denominator of which is the number of units then existing within the project. Each unit

owner's proportioned share of Part two of the assessment shall be calculated by multiplying the total costs and expenses attributable to items "a" through "g" as outlined above for the complex by a factor which is calculated by multiplying each unit owner's percentage ownership of common elements in the village by the total number of units in that village and dividing by the number of units then in existence in the Complex. Dollar amounts actually assessed on the basis of the above fractions may be rounded off to the nearest full dollar at the discretion of the Board of Directors.

- 12.2 After adoption of the budgets and determination of the annual assessment per unit, the Association shall assess the sum by promptly delivering or mailing notice of it to the Owner of the unit or person designated to cast the vote of a unit, as the case may be, at the most recent address shown by the records of the Association. One-twelfth of the annual assessment shall be due and payable in advance to the Association on the first day of each month regardless of whether or not members are sent or actually receive a written notice. The Association shall have power to levy special assessments, if necessary, to cover the aforesaid types of expenses, and shall have the power to levy other special assessments as provided herein. All income that may be received by the Association from the rental or the licensing of any part of the Common Elements shall be used for the purpose of reducing prospective common expenses prior to establishing the annual budget. If a new annual assessment is not made in any year as required, an assessment in the amount of the last prior annual assessment shall continue in force until changed by an amended assessment.
- 12.3 The owners of each unit shall be liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments. If assessments are not paid within sixty days after their due date, the Association may elect to declare all past due installments and all installments to become due during the remainder of the fiscal year due and payable in full, and the Association shall have the right to foreclose its lien by judicial process for the assessments. Assessments that are unpaid for over thirty days after due date shall bear interest at the rate of ten (10%) per cent a year until paid.
- 12.4 The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon levied against the owner of the condominium parcel. The lien shall be effective from the time of recording a claim of lien in the Public Records of Hillsborough County stating the description of the condominium parcel, the name of the record owner, and the amount due and the date when due, and the lien shall continue in effect until all sums secured by it are fully paid. All claims of lien shall be signed by an officer or agent of the Association. When any lien has been paid in full, the party making payment shall be entitled to receive satisfaction of lien in a form that may be recorded in the public records of the County. All liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded before the time of recording the claim of lien. The Association may take such action as it deems necessary to collect assessments by personal action or by foreclosing the lien and may settle and compromise them if the Association deems it to be in the best interests of the Association. The delinquent owner shall pay all costs, including reasonable attorneys' fees for enforcing a lien, and the lien shall secure the costs and fees. The Association shall be entitled to bid at any sale held pursuant to any action to foreclose an assessment lien and to apply as credit against the bid all sums due the Association that are covered by the lien.

- 12.5 The lien for an assessment shall be subordinate to any recorded institutional first mortgage, regardless of when the assessment lien claim was recorded, but not to any other mortgage. For the purposes of this instrument, an "institutional first mortgage" is defined as a first mortgage originally executed and delivered to a bank, savings and loan association, real estate investment trust or insurance company authorized to transact business in Florida. Upon the recordation of the Certificate of Title issued pursuant to the foreclosure of an institutional first mortgage, or the recordation of a deed obtained in lieu of a foreclosure action, any claim and any lien for assessments due and payable before recordation shall be deemed cancelled, but the lien for assessments due and payable accruing after the recordation of the Certificate of Title or the deed in lieu of foreclosure shall not be impaired and shall be effective as to the grantee under the Certificate of Title or deed.
- 12.6 Any person who acquires an interest in a unit, except through foreclosure or by voluntary deed in lieu of foreclosure of an institutional first mortgage, shall be liable with the grantor for all unpaid assessments up to the time of the transfer of ownership. If a member of the Association exercises his rights of first refusal or redemption hereinafter provided, the member shall be liable for the unpaid assessments against the unit and shall have the right to deduct them from the first refusal or redemption price paid to the seller or transferor.
- 12.7 A person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by a corporate officer regarding assessments against the units that have been made and that are due and payable to the Association, and the Association and the members shall be bound thereby.
- 12.8 At any time the Association may require unit owners to maintain a minimum balance on deposit with the Association to cover future assessments. The deposit shall be assigned on the fractional basis hereinabove provided, and shall not exceed three months assessment.
13. SALE, RENTAL, LEASE OR TRANSFER.
- 13.1 A unit owner may not sell or transfer his interest in a unit to any person without the approval of the Board of Directors of the Meadowood Condominium Association or as otherwise provided herein. Before the sale or transfer of his interest in a unit to any person, the unit owner shall notify the secretary of the Association or the resident manager of the proposed sale and provide the identity of the prospective purchaser, at least thirty (30) days prior to the anticipated closing on the sale. The terms "sale" and "transfer" as used in this article shall be limited to bona fide sales for valuable consideration. The term "unit owner" as used in this article shall also include a unit owner's legal representative.
- 13.2 Within the thirty day time period referred to in paragraph 13.1, the Association through its secretary, resident manager, or Board of Directors, shall notify the unit owner of the approval or disapproval of the sale to the prospective purchaser and in the case of a disapproval, the reasons for not allowing the proposed transfer. If the Association fails to respond in writing to the unit owner that it either approves or disapproves of the proposed sale, the unit owner may proceed to transfer the property and shall be deemed to have complied with the provisions of this Section 13.

- 13.3 If a unit owner proceeds with the sale of his unit without having first received the approval from the Association or without having complied with the provisions of this section, the sale shall be voidable by the Association through a vote of its Board of Directors for a period of ninety (90) days subsequent to the closing of the sale by the unit owner.
- 13.4 A certificate of the secretary of the Association or the resident manager, in recordable form, stating that the transfer or sale of the unit to certain persons was approved shall be conclusive evidence of that fact and from the date of approval stated in the certificate the ability of the Association to void the transfer shall terminate.
- 13.5 A certificate of the Secretary of the Association or the resident manager, in recordable form, stating that the Board of Directors was given proper notice on a certain date of a proposed transfer shall be conclusive evidence of the facts for the purpose of determining the status of the person to whom title to the unit was transferred.
- 13.6 Notwithstanding anything to the contrary herein, this section shall not affect the rights of an institutional first mortgagee with a recorded mortgage on any unit. Moreover, the redemption rights set forth herein shall remain subordinate to any recorded institutional first mortgage.
- 13.7 Notwithstanding anything to the contrary herein, the provisions of Article 13 shall not be applicable to purchases at judicial sales, to transfers to or from institutional first mortgagees, transfers to or from the Owner, or its successors, subsidiaries, and assigns, or in any event if the Association has been dissolved.
- 13.8 Transfers by a unit owner to his spouse by deed or operation of law, shall not be controlled by the provisions of Article 13, and may be freely made.
- 13.9 An owner of a unit may not lease or rent his interest in the unit for a period of less than thirty (30) days.
- 13.10 The purpose of the covenants in this Article is to maintain a congenial residential community, non-transitory in nature, and this covenant shall exist until amended or until this phase condominium is terminated.
- 13.11 Subparagraph 3.2.6 of the Articles of Incorporation and paragraph 4.6 of the By-laws of Meadowood Condominium Association, Inc., shall not apply to the units created by this Declaration of Condominium.
14. ENFORCEMENT OF MAINTENANCE REQUIREMENTS.
- 14.1 If the owner or owners of a unit fail to maintain it as required herein or make any structural addition or alteration to a unit or limited common elements without the required written consent, either the Association or an owner of a unit shall have the right to force compliance with these provisions by legal action. The Association shall have the right to levy a special assessment at any time against the owner or owners of the unit and the unit itself for the necessary sums to put the improvements within the unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making the assessment, the Association may have its employees and agents enter the unit at any time to do such work as deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.

14.2 The Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property. The Association shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, soffit, gable, door, window, patio, storage, garaport, enclosure, or any exterior surface, at any time, without the written consent of the Association.

14.3 If the Association fails to maintain the condominium property in accordance with its obligations hereunder, any owner of a unit, or institutional first mortgagee, shall have the right to seek specific performance to compel the Association to do so, or if emergency repairs are needed to utilities, walls, etc., the owner of a unit may give the Association forty-eight (48) hours' notice to make the repairs and if it is not done, the unit owner may make the repairs and the Association shall be obligated to reimburse the owner for the reasonable value of the repairs that were necessary and for which the Association has financial responsibility.

15. INSURANCE PROVISIONS.

15.1 The following insurance coverage shall be maintained in full force and effect by the Association to cover Village Six and all of the other villages that may be erected in the project, covering the units, common elements and limited common elements:

15.1.1 Casualty insurance covering all of the units, common elements and limited common elements in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Association, such coverage to afford protection against the following matters:

15.1.1.1 Loss or damage by fire or other hazards covered by standard extended coverage and other perils covered by the standard extended coverage including windstorm endorsement and

15.1.1.2 Such other risks of a smaller or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to the condominium, including vandalism, malicious mischief and such other insurance coverages as, and to the extent available, may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interests of the Association and the unit owners therein.

15.1.2 Public liability and property damage insurance in such amounts and in such form as shall be required by the Association and the owners of all units, including such insurance coverages as, to the extent available, may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interests of the Association and the unit owners therein; and Workmen's Compensation insurance as required by law.

- 15.1.3 Such other insurance coverage, other than title insurance, as the Board of Directors of the Association in its sole discretion, may determine from time to time to be in the best interests of the Association and the owners of all of the units.
- 15.2 All liability insurance maintained by the Association shall contain cross-liability endorsements to cover liability of all owners of units as a group to each unit owner. All insurance coverage authorized to be purchased shall be purchased by the Association for itself and for the benefit of all of the owners of all units in all of the villages as they shall exist in the complex from time to time. The cost of obtaining the insurance coverage authorized above is declared to be common expense, as are any other fees and expenses incurred which may be necessary or incidental to carry out the provisions hereof. All policies of casualty insurance covering the condominiums shall provide that the insurance proceeds covering any loss be payable to the Insurance Trustee named as hereinafter provided, or to its successors, and the insurance proceeds from any casualty loss shall be held for the use and benefit of the Association and all of the owners of all units, and their respective mortgagees, as their interest may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. The Association is hereby declared to be and appointed as the Authorized Agent for all of the owners of all units for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of insurance and resulting in loss of or damage to insured property. The company or companies with which casualty insurance may be placed shall be selected by the Association, and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by the Association.
- 15.3 The Association shall have the right to designate the Insurance Trustee, and all parties beneficially interested in such insurance shall be bound thereby. The Insurance Trustee shall be a banking institution doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any policy or policies of casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold same for the purpose herein stated, and for the benefit of the Association and the owners of all units, and their respective mortgagees, such insurance proceeds to be disbursed and paid by the Trustee as hereinafter provided. The Association, as a common expense, shall pay a reasonable fee to said Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Trustee. Whenever the Trustee may be required to make distribution of insurance proceeds to owners of units and their mortgagees, as their respective interests may appear, the Trustee may rely upon a Certificate of the President and Secretary of the Association, executed under oath, and which Certificate will be provided to said Trustee upon request of said Trustee made to the Association, such Certificate to certify unto said Trustee the name or names of the owners of each unit, the name or names

of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering each unit or units, and his or their respective mortgagee or mortgagees, as their respective interest may appear. Where any insurance proceeds are paid to the Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering a unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the owner or owners of any unit or units, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty or insurance proceeds are authorized to be distributed to the owner or owners of any unit or units and their respective mortgagee or mortgagees by reason of loss of or damage to personal property constituting a part of common elements and as to which a determination is made not to repair, replace or restore such personal property.

15.4 In the event of loss or damage only to common elements, real or personal and/or limited common elements, which loss or damage is covered by casualty insurance, the proceeds paid to the Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such common elements and/or limited common elements, then such excess insurance proceeds shall be paid by the Trustee to the owners of all of the units and their respective mortgagees, irrespective of whether there may be exclusive right to use an area constituting a limited common element appurtenant to any of such units, the distribution to be separately made to the owner of each unit and his respective mortgagee or mortgagees as their interests may appear, by using the same fractional basis outlined in Article 12, which would make each distribution of insurance proceeds bear the same ratio to the total distribution of insurance proceeds as each regular assessment bears to the total regular assessment. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Trustee are not sufficient to pay for repairs, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then the Association shall deposit with the Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage as the case may be. The moneys to be deposited by the Association with the Trustee, in said latter event may be paid by the Association out of its Reserve for Replacement Fund, and if the amount in such Reserve for Replacement Fund is not sufficient, the the Association shall levy and collect an assessment against the owners of all units in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction without regard to the existence of any exclusive right to use any area constituting limited Common elements, which may be an appurtenance to said units.

15.5 In the event of the loss or damage to common elements, limited common elements, and any unit or units, which loss or damage is covered by the casualty insurance, the proceeds paid to the Trustee to cover such loss or damage shall be first applied to the repair, replacement or reconstruction, as the case may be, of common elements, real or personal, and limited common elements, and any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any unit or units which may have sustained any

loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the common elements and limited common elements and the unit or units sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Trustee to the owners of all units and to their mortgagee or mortgagees, as their respective interest may appear, such distribution to be made in the manner and in the proportions as are provided hereinbefore. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Board of Directors of the Association shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties determine and allocate the cost of repair, replacement or reconstruction between the common elements and limited common elements and the unit or units sustaining any loss or damage. If the proceeds of said casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss or damage to common elements and limited common elements, but should the same not be sufficient to repair, replace or reconstruct any loss of or damage to any unit or units, then the Association shall levy and collect an assessment from the owner or owners of the unit or units sustaining any loss or damage, and the assessment so collected from the said owner or owners shall be deposited with said Trustee so that the sum on deposit with said Trustee shall be sufficient to completely pay for the repair, replacement or reconstruction of all common elements, limited common elements and unit or units. In said latter event, the assessment to be levied and collected from the owner or owners of each unit or units sustaining loss or damage shall be apportioned between such owner or owners in such manner that the assessment levied against each owner of a unit and his unit shall bear the same proportion to the total assessment levied against all of said owners of units sustaining loss or damage as does the cost of repair, replacement or reconstruction of each owner's unit bear to the cost applicable to all of said units sustaining loss or damage. If the casualty insurance proceeds payable to the Trustee in the event of the loss or damage to common elements, limited common elements and unit or units, is not an amount which will pay for the complete repair, replacement or reconstruction of the common elements and limited common elements, it being recognized that such insurance proceeds are to be first applied to payment for repair, replacement or reconstruction of said common elements and limited common elements before being applied to the repair, replacement or reconstruction of a unit or units, then the cost to repair, replace or reconstruct said common elements and limited common elements in excess of available casualty insurance proceeds shall be levied and collected as an assessment from all of the owners of all units in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to common elements and limited common elements, and the casualty insurance proceeds had not been sufficient to repair, replace or reconstruct such common elements and limited common elements; and the cost to repair, replace or reconstruct said unit or units sustaining loss of damage shall then be levied and collected by assessment of the owner or owners of a unit or of units sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between the owner or owners of a unit or units sustaining such loss or damage. In said latter event, assessment of the owner or owners of unit or units shall be made without regard to existence of any exclusive right to use an area constituting limited common elements which may be an appurtenance to any unit.

- 15.6 In the event of loss of or damage to property covered by such casualty insurance, the Association shall, within sixty (60) days after any such occurrence obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premiums for such Bond as the Board of Directors of the Association may deem to be in the best interests of the membership of said Association. Wherever it shall appear that that insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of the units or only by the owner or owners of any unit or units sustaining loss or damage, or both, shall be deposited with said Trustee not later than thirty (30) days from the date on which said Trustee shall receive the monies payable under the policy or policies of casualty insurance.
- 15.7 In the event of the loss of or damage to personal property belonging to the Association, the insurance proceeds, when received by the Trustee, shall be paid to the Association. In the event of the loss of or damage to personal property constituting a portion of the common elements, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Trustee shall be paid to all of the owners of all units and their respective mortgagees and mortgagees as their respective interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of the excess insurance proceeds.
- 15.8 Notwithstanding anything herein contained, should any claim, or the proceeds of any settlement of an insurance claim, be less than TEN THOUSAND DOLLARS (\$10,000.00), then such sum need not be deposited with the Trustee, but rather shall be paid directly to the Association to be distributed in accordance with the terms of this Article.
- 15.9 Notwithstanding anything herein contained, every unit owner in the Complex shall carry personal property and liability insurance for his contents and interior activities in the unit in the form of a condominium owner's policy.
16. TERMINATION.
- The phase Condominium shall be terminated, if at all, in the following manner:
- 16.1 The termination of the phase Condominium may be effected by the agreement of unit owners who in the aggregate own not less than ninety-five per cent (95%) of the units in existence in of the condominium, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land, providing that all the holders of institutional mortgages on all the units in the Condominium must also consent thereto by joining the instrument or instruments. The termination shall become effective when such agreement has been recorded in the Public Records of Hillsborough County, Florida.
- 16.2 Destruction: If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, this Condominium Plan of Ownership will be terminated and all Declarations revoked. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to the facts effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of Hillsborough County, Florida.

- 16.3 Shares of Unit Owners after Termination: After termination of the Condominium, the unit owners shall own the property formerly in the condominium village(s) as tenants in common in undivided shares and the holders of mortgages and liens against the units formerly owned by such unit owners shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be as set forth in Article 21, subject to the conditions of paragraph 16.6. The costs incurred by the Association in connection with a termination shall be a Common Expense.
- 16.4 Following termination, the property may be partitioned and sold upon the application of any unit owner. If the Board of Directors, following a termination, by not less than a three-fourths vote, determines to accept an offer for sale of the property as a whole, each unit owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.
- 16.5 The members of the Board of Directors acting collectively as agent for all unit owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.
- 16.6 Each unit owner, for himself and his successors in interest, covenants and agrees with each other unit owner, that upon sale of amenities such as main boulevard, drives, walkways, greenbelts, swimming pool, and other recreation areas after termination of the Condominium, the proceeds therefrom shall be calculated and kept separate and apart from the proceeds from sale of the remaining properties comprising the terminated condominium, and said proceeds shall be disbursed by the Association to each unit owner in equal shares. The intent of this paragraph is to allow equal treatment to each unit owner and between unit owners with respect to those amenities so that each unit owner shall share equally with each other unit owner, not only in the enjoyment and expenses of those amenities, but also in the proceeds of the sale of those amenities, whether the amenities are located in his village or in subsequent villages to the end that each unit owner in the condominium has the same ownership interest in the main boulevard, drives, walkways, greenbelts, swimming pool, and other recreation areas, as each other unit owner.

17. AMENDMENT.

Except for any alteration in the percentage of ownership in the common elements appurtenant to each unit or alteration of the basis for apportionment of Common Expense assessments for the Complex as a whole, (which may be levied by the Association in accordance with the provisions hereof), in which said instances consent of all the owners of all units and their respective mortgagees in all condominium villages in the Complex shall be required, or, alteration of the basis for apportionment of expenses directly attributable to Village Six and subsequent villages of this phase condominium, in which instance consent of all the owners of all the units and their respective mortgagees in this condominium shall be required, this Declaration may be amended in the following manner:

- 17.1 An amendment or amendments to this Declaration may be proposed by the Board of Directors of the Association acting upon a vote of two-thirds (2/3) of the Directors or by two-thirds (2/3) of the members of the Association, whether meeting as members or by instrument in writing signed by

them. Upon any amendment or amendments to this Declaration being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or some other officer of the Association in the absence of the President, who shall thereupon call a Special Meeting of the members of the Association to occur on a date not sooner than ten (10) days nor later than thirty (30) days from receipt by the officer of the proposed amendment or amendments.

17.2 The Secretary shall give each member written notice of such Special Meeting indicating the time and place thereof and the proposed amendment or amendments, which proposed amendment or amendments shall be in a form sufficient to apprise the members of the subject matter thereof, and personally deliver or mail the notice not less than five (5) days nor more than fifteen (15) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, postage pre-paid, and addressed to the member at his post office address as it appears on the records of the Association.

17.3 The amendment or amendments proposed must be approved at the meeting by an affirmative vote of not less than seventy-five percent (75%) of the members of the Association in order for such amendment or amendments to become effective. After adoption, such amendment or amendments of this Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted, and the amendment or amendments, executed with the same formalities as a Deed, shall be recorded in the Public Records of Hillsborough County, Florida, within ten (10) days from the date on which the same become effective. The amendment or amendments shall specifically refer to the recording data identifying the book and page where the Declaration is recorded. Thereafter, a copy thereof, in the form in which the same was placed of record, shall be delivered to each of the members of the association but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting. No amendment to this Declaration shall be effective which would operate to affect the validity or priority of any mortgage held by a Mortgagee upon any unit in this condominium, or which would alter, amend or modify in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any Mortgagees or in favor of the Owner, unless the consent of all such Mortgagees and the Owner is given in writing to the Association. No amendment to this Declaration shall be effective that is in conflict with any rule or regulation of any federal agency financing, guaranteeing or insuring mortgages, upon units in this phase condominium without the governmental agencies' prior written approval, obtained in recordable form.

18. INTERPRETATION.

When the context requires, the use of any gender shall be deemed to include all gender and the use of any number shall include the singular and plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership. If any of the provisions of this Declaration, or any section, sentence, clause, phrase or word, or

21. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS.

This village of the phase condominium consists of 20 units. An even distribution of common elements and limited common elements has been adopted.

21.1 All twenty (20) unit owners in Meadowood, Village Six shall own an equal undivided interest in the Common Elements, and Limited Common Elements, which interest shall be five (5) per cent.

This Declaration of Condominium was executed by the duly authorized officer of Calmark Communities, (Owner) on this 5th day of March, 1981.

Witnesses

Richard B. Zant
[Signature]

Calmark Communities, a California corporation

By: J. Andrew Secor, V.P. & Sec. Officer

Attest: _____

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of March, 1981 by J. Andrew Secor, of CALMARK COMMUNITIES, INC., a California corporation, on behalf of the corporation

[Signature]
NOTARY PUBLIC

My commission expires:

April 13, 1984

Recorded in Official Record Book 3775, Page 1741 of Hillsborough County Public Records on March 5, 1981.

INDEX OF EXHIBITS
TO
DECLARATION OF CONDOMINIUM
FOR MEADOWOOD

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Exhibit A
Declaration of Condominium
MEADOWOOD

Legal Description

MEADOWOOD, VILLAGE SIX

COMMENCE at the southwest corner of section 24, township 28 south, range 19 east, Hillsborough County, Florida; thence North, 918.00 feet along the westerly boundary of said Section 24; thence EAST, 30.0 feet to the beginning of a non-tangent curve concave to the Southeast having a radius of 25.0 feet (a radial to said point bears WEST), the same being the Southwest corner of MEADOWOOD CONDOMINIUM VILLAGE THREE, as recorded in condominium plat book 1, page 32, public records of Hillsborough County, Florida; thence along the Southerly boundary of said MEADOWOOD CONDOMINIUM VILLAGE THREE the following courses and curves: thence northeasterly along said curve 39.27 feet through a central angle of $90^{\circ}00'00''$. thence tangent EASE 42.0 feet to the beginning of a tangent curve concave to the Southwest having a radius of 220.0 feet; thence southeasterly along said curve 246.99 feet through a central angle of $64^{\circ}19'32''$; thence radial to said curve N. $64^{\circ}19'32''$ E., 343.04 feet to the northwesterly corner of MEADOWOOD CONDOMINIUM VILLAGE FOUR as recorded in condominium plat book 1, page 89, public records of Hillsborough County, Florida; thence S. $27^{\circ}03'37''$ E., 402.05 feet along the westerly boundary of said MEADOWOOD CONDOMINIUM VILLAGE FOUR and the westerly boundary of MEADOWOOD CONDOMINIUM VILLAGE FIVE, as recorded in condominium plat book 2, page 1, public records of Hillsborough County, Florida to the Southwest corner of said MEADOWOOD CONDOMINIUM VILLAGE FIVE and the true point of beginning; thence EAST, 334.89 feet along the south line of said MEADOWOOD CONDOMINIUM VILLAGE FIVE to the beginning of a non-tangent curve concave to the northeast having a radius of 417.0 feet (a radial to said point bears S. $80^{\circ}32'41''$ E); thence southwesterly along said curve 394.16 feet through a central angle of $54^{\circ}09'27''$ to the beginning of a compound curve concave to the north having a radius of 226.0 feet; thence southwesterly along said curve 275.97 feet through a central angle of $59^{\circ}26'34''$ to the beginning of a compound curve concave to the northeast having a radius of 475.0 feet; thence non-tangent N $61^{\circ}17'38''$ E, 329.06 feet to the true point of beginning. Containing 3.19 acres more or less.

"Declaration of Condominium -
MEADOWOOD

MEADOWOOD CONDOMINIUM VILLAGE FIVE

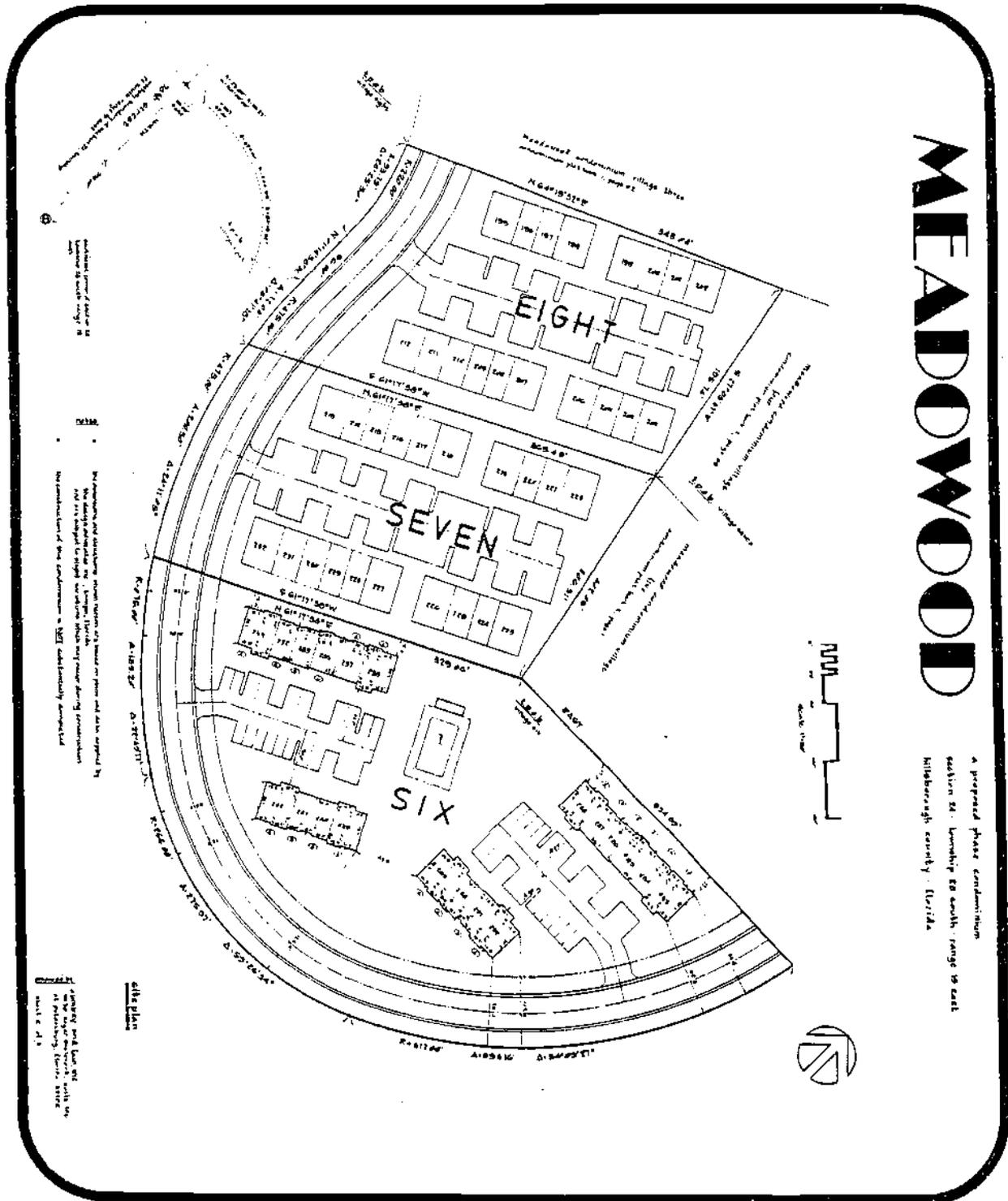
From the Southwest corner of Section 24, Township 28 South, Range 19 east, Hillsborough County, Florida, run North, along the Westerly boundary of the Southwest 1/4 of said Section 24, for a distance of 918.00 feet, thence run due East 30.00 feet to a point, said point being the Southwest corner of MEADOWOOD CONDOMINIUM VILLAGE THREE as recorded in Condominium Plat Book 1, page 52 of the public records of Hillsborough County, Florida, said point also being the beginning of a curve concave to the Southeast, (said curve having a radius of 25.00 feet, chord length of 35.35 feet and chord bearing North $45^{\circ}00'00''$ East); thence run along the arc of said curve, and the Southerly boundary of MEADOWOOD CONDOMINIUM VILLAGE THREE, through a central angle of $90^{\circ}00'00''$, for a distance of 39.27 feet to the end of said curve, thence run East, along said Southerly boundary for a distance of 42.00 feet to the beginning of a curve concave to the Southwest, (said curve having a radius of 220.00 feet, chord length of 234.22 feet and chord bearing South $57^{\circ}50'14''$ East); thence run along the arc of said curve, and said Southerly boundary of MEADOWOOD CONDOMINIUM VILLAGE THREE, through a central angle of $64^{\circ}19'32''$, for a distance of 246.99 feet to a point, thence run North $64^{\circ}19'32''$ East, along the Southerly boundary of said MEADOWOOD CONDOMINIUM VILLAGE THREE, 343.04 feet, thence run South $12^{\circ}03'37''$ East 195.74 feet to the Point of Beginning; thence run due East 362.60 feet to a point lying in a curve concave to the Northwesterly, (said curve having a radius of 552.00 feet, chord length of 19.78 feet and chord bearing South $14^{\circ}49'53''$ East); thence run along the arc of said curve, through a central angle of $2^{\circ}03'11''$, for a distance of 19.78 feet to the end of said curve, and the beginning of a curve concave to the Southwesterly, (said curve having a radius of 417.00 feet, chord length of 182.93 feet and chord bearing South $3^{\circ}12'54''$ East); thence run along the arc of said curve, through a central angle of $25^{\circ}20'27''$, for a distance of 184.43 feet to a point, thence run due West 334.83 feet, thence run North $12^{\circ}03'37''$ West 206.31 feet to the Point of Beginning; said parcel containing 1.652 acres, more or less.

NOTE: This survey of Meadowood Condominium Village Five describes the entire parcel of Village Five Property, including both the developed portion containing ten units and the undeveloped portion which was planned to contain eight units. But only that portion of the property on the south side of Tangerine Drive which was not completed by the original developer may be included by the Owner as a portion of this phase condominium. A survey of that eight unit parcel is not available at the time of filing, and will be provided if and when that phase of this condominium representing the completion of Village Five is submitted for consideration by the Division.

Exhibit C (1 sheet)
 - Declaration of Condominium -
 MEADOWOOD

MEADOWOOD

A proposed phase condominium
 section 24, township 28 south, range 18 east
 Hillsborough county, Florida



MEADOWOOD DRIVE
 SIXTH AVENUE
 SEVENTH AVENUE
 EIGHTH AVENUE

PLANTING
 TREES
 LANDSCAPING

ALLEYWAYS
 DRIVEWAYS

AGREEMENT

THIS AGREEMENT entered into in Tampa, Hillsborough County, Florida, on the date listed below, by and between Calmark Equities, Inc. (Calmark) and the Meadowood Condominium Association, Inc., (Association) wherein it is agreed as follows:

1. The Association is the authorized representative of the current residents and condominium owners of the Meadowood Condominiums located in Hillsborough County, Florida and is empowered to execute this Agreement.

2. That Calmark is a corporation which intends to complete development of sixty-six (66) additional condominium apartments by completion of Village Five of the complex and to start and complete Village Six and such other additional Villages as are necessary to complete construction of the sixty-six units.

3. The construction recited herein will take place if and only if Calmark exercises its option to purchase as it existed on September 17, 1980.

4. Calmark will assume the role of a succeeding developer.

5. Construction of the Villages described will constitute a phase condominium under the Declaration of Condominiums recorded for Villages I, II, III, IV, and V and Florida Statutes.

6. Calmark acknowledges that the Association claims that any succeeding developer of this condominium is responsible to the Association for the deficit of approximately \$20,000.00 including interest that remained when the original developer, the Fland Corporation, abandoned the property. Calmark does not agree that it is responsible to the Association for this debt.

7. That the parties wish to resolve any differences that exist between them and memorialize their mutual duties and rights.

IN CONSIDERATION of Ten Dollars (\$10.00) and other valuable consideration, the parties agree as follows:

1. Calmark agrees that it will either install its own water system at its expense or tie in to the existing systems. It is acknowledged that the Association has experienced failures of the existing underground piping system, exterior to the buildings, and has replaced a substantial portion of the underground pipes and joints. Should Calmark

elect to tie in with the existing system, it hereby agrees to repair all failures subsequent to the tie in, including leaks and breaks, to existing pipes, joints and fittings exterior to buildings, pay the increased water bill resulting from any break and to repair any direct physical damage resulting from any failures. Calmark's obligation shall extend for a period of 120 days from tie in. After the expiration of the 120 day period, any failure or damage to the existing water system will be the responsibility of and be borne by the Association. Calmark further agrees that if it elects to tie in with the present system, it will replace the existing water meter with a six inch meter at no cost to the Association.

2. Calmark agrees to install a new sprinkler system to the new area to be developed by it. Calmark agrees to either create a new water supply to serve this sprinkler system or to upgrade the current water supply system at its own expense provided the upgraded supply would be sufficient to service the existing and new sprinkling systems needs. Calmark shall convey any sprinkler system improvements to the Association along with an assignment of the owner's interest in any material and workmanship warrantys from the subcontractor constructing the system.

3. Calmark agrees to construct, at an agreed site, a recreation building which will become a common element of the condominium. Calmark shall at its own expense prepare the necessary plans and specifications for said building. The cost of the building shall be at Calmark's cost, exclusive of overhead and profit. The books, records, and receipts of Calmark pertaining to the construction of the recreation building shall be open to the Association officers or designated representatives for inspection.

4. Calmark agrees that prior to commencement of construction it shall deposit the sum of \$22,500.00, to be used solely for the construction of the recreation building, into an escrow account held by an agent mutually agreed upon. The Association shall pay Calmark the balance of the funds necessary for construction of the recreation building.

5. The recreation building construction shall not be commenced until the Board of Directors of the Association approves the plans and

deposits 50% of its share of the construction fund if the plans are approved. Construction shall be commenced within three months after commencement of initial construction of the 66 units and shall be completed within six months of commencement. If the Board fails to approve the plans or supply Calmark with substitute plans within 30 days of the time it receives them from Calmark the plans are deemed approved by silent acquiescence, Calmark is authorized to proceed with construction, and the Association agrees to pay its share of the construction cost upon demand.

6. The Association shall levy a special assessment for its share of the construction cost of the recreation building upon the existing unit owners in an amount which when added to the \$22,500 deposited by Calmark shall be sufficient to satisfy the costs of construction. In the alternative, the Association may obtain financing to cover such costs which indebtedness it shall satisfy at no cost to Calmark. The proceeds of the special assessment, including additional funds obtained through financing shall be deposited into the construction escrow account described in Paragraph 4 prior to commencement of construction of the recreation building.

7. Calmark agrees to fully comply with all mechanic's lien laws, building codes and government laws, rules and regulations in constructing the recreation building and agrees to indemnify the Association and to hold it harmless for any violations thereof. The building shall be delivered free of any mechanic's liens, save its own, upon completion of construction. The premiums for any insurance purchased for this purpose may be included in construction costs.

8. Calmark shall obtain builders risk insurance to cover the recreational building during construction. The cost of the premium for this insurance shall be considered part of the construction cost. Calmark and the Association shall be the beneficiaries of this insurance.

9. Calmark agrees to build a swimming pool and bath house as a common element during the construction of the sixty-six units planned. It agrees that until thirty-three units are sold and closed it will pay all the maintenance costs for the pool and bath house. For each three units sold thereafter, Calmark shall pay the maintenance costs less ten

percent (10%) so that its liability for maintenance shall be eliminated when all units are sold. Calmark shall have the obligation of maintenance hereunder for a period not to exceed one year from obtaining the first certificate of occupancy for the first unit sold and closed.

10. The Association agrees that it shall operate the existing condominium and the new condominiums to be built by Calmark in accordance with Chapter 718 of the Florida Statutes. This law requires the maintenance of separate budgets and records for the existing condominiums and each new condominium to be constructed. The separate budgets will be used to calculate the maintenance fee assessed against the new condominium units of Village 5 and 6. The maintenance fee for Village 5 and 6 units shall be composed of two parts, one of which apportions the expenses directly resulting from the maintenance and repair of the condominium buildings of Villages 5 and 6 exclusively, and the other of which reflects the prorated share of common expenses attributable to the entire complex for security services, water and sewer, administration, management, maintenance of common lawns and landscaped areas, and maintenance of common element improvements general overhead. The units in Village 5 and 6 shall not be required to pay the expense for repair or maintenance of existing buildings or cul de sacs or driveways serving existing buildings in prior phases or to contribute to any reserve funds for the purpose. Said Reserve amount shall be initially calculated by a professional firm at Calmarks expense.

11. The Association agrees that Calmark shall have ingress and egress to construction sites through condominium roads. Calmark agrees that it shall use the back entrance as much as possible and shall keep all thoroughfares in good repair and clear of debris during construction work.

12. Calmark agrees that it will pay the maintenance fee for any unit constructed by it but unsold from the date of issuance of a certificate of occupancy. The parties agree that the maintenance fee paid by Calmark shall be 65% of the maintenance fee assessed by the Association to current owners. The maintenance fee may be modified in the future by mutual agreement of the parties as future budgets are approved to more accurately reflect the proper apportionment of costs between the new and old phases.

13. The Association agrees that new unit owners purchasing from Calmark or its successor shall be entitled to participate fully in the Meadowood Condominium Association including the rights to use all of the Meadowood Common elements, to vote on Association matters and to exercise all rights presently enjoyed by owners of existing units. As long as completed units are unsold Calmark or its successor shall be entitled to cast one vote for each unit which has been certified for occupancy.

14. The Association agrees to waive any claims it may have against Calmark as succeeding developer for the deficit resulting from the original development by Fland Corporation as to the construction of the sixty-six proposed units only. This waiver shall not extend to any additional development or phases of the Meadowood Condominium.

15. The Association agrees that Calmark may post signs directing perspective purchasers to its model center, provided that the signs shall not be gaudy or ostentatious.

16. This agreement is subject to Florida Land Sales and Condominium Board's actual or tacit acceptance of the proposition that the additional Recreational facility can be acquired and constructed without the need of a vote by the association membership to amend the Declaration of condominium or otherwise. In the event said approval is not given or if a cease a desist or similar order is issued by the Board, then this agreement shall be null and void unless the parties can provide for and agree to a viable alternative for construction of the proposed Recreational Building within a reasonable period of time, not to exceed three (3) months.

This Agreement shall become binding on all parties hereto when executed by Calmark and at least three members of the Board of Directors of the Association.

DATED on this 31 day of Dec, 1980.

Witness as to Calmark:

[Signature]
[Signature]

CALMARK EQUITIES, INC.

By: [Signature]

Witness as to the

Association:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

MEADOWOOD CONDOMINIUM

ASSOCIATION

By: [Signature]
Director

By: [Signature]
Director

By: [Signature]
Director

ARTICLES OF INCORPORATION
OF
MEADOWOOD CONDOMINIUM ASSOCIATION, INC.

a non-profit corporation

FILED
APR 26 5 30 PM '73
DECLARATION OF CONDOMINIUM
TAMPA, FLORIDA

THE UNDERSIGNED hereby associate themselves together for the purpose of forming a corporation not for profit pursuant to the applicable Florida Statutes, the purpose of which is to appertain, and to that end certify as follows:

1. NAME

The name of the corporation shall be MEADOWOOD CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, and the principal office of this corporation shall be located at 8700 Meadowood Boulevard, Tampa, Hillsborough County, Florida. The principal office of the corporation may be changed from time to time by the Board of Directors.

2. PURPOSES

The purposes for which the Association is organized are as follows:

- 2.1 A condominium known as the Meadowood Condominium Village One is being constructed upon property situate, lying and being in Hillsborough County, Florida, said property being described in Exhibit "A" of the Declaration of Condominium of Meadowood Condominium Village One. The property comprising this condominium village is one of several parcels of land upon which Fland Corporation, a Florida Corporation, plans to develop condominium villages to be known as the Meadowood Condominium Villages, said lands being described in Exhibit "B" of said Declaration.
- 2.2 The Declaration of Condominium of Meadowood Condominium Village One will provide for the ownership, operation, management, maintenance and use of forty-four (44) units to be constructed upon the property, together with certain other improvements. This association is organized for the purpose of providing a convenient means for the unit owners to administer the affairs of Meadowood Condominium Village One and the future condominium villages to be built in the complex.
- 2.3 The Association shall administer the operation and management of all of the condominium villages to be erected upon the property. The condominium villages will be established in accordance with the Condominium Act of the State of Florida and pursuant to the Development Plan set forth in the various Declarations. The Association shall undertake the performance of the act and duties incident to and the administration of the operation and management of each and every said condominium village in accordance with the terms, provisions, conditions, and authorizations contained in these Articles of Incorporation, and which may be contained in the formal Declarations of the Condominium Villages comprising the complex, which may be recorded in the Public Records of Hillsborough County, Florida, at the times that portions of the property and the improvements now or hereafter situate thereon, are submitted to plans of condominium ownership, and the Association shall have the power to own, operate, lease, sell, and otherwise deal with such property, real or personal, as may be necessary or convenient in the administration of said condominium villages. The corporation shall be conducted as a non-profit organization for the benefit of its members and the Association shall make no distribution of income to its Members, Directors or Officers.

3. POWERS

- 3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.
- 3.2 The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to the following:
 - 3.2.1 To make and collect assessments against members to defray the costs of the condominium villages.
 - 3.2.2 To use the proceeds of assessments in the exercise of its powers and duties.
 - 3.2.3 To maintain, repair, replace and operate the condominium properties.
 - 3.2.4 To reconstruct the improvements after casualty and to further improve the properties.
 - 3.2.5 To make and amend regulations respecting the use of the properties and the condominium villages.
 - 3.2.6 To approve or disapprove proposed purchasers, lessees, transferees, and mortgagees of units.
 - 3.2.7 To enforce by legal means the provisions of the Declarations, the Articles, the By-Laws of the Association and the Rules and Regulations for the use of the properties in the condominium villages.
 - 3.2.8 To contract for the management of the condominium villages and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the Members of the Association.
- 3.3 All funds and the titles to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents.
- 3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declarations, which Declarations shall govern the use of the property.
- 3.5 The Association shall have the power to deal with other condominium associations or representatives thereof on matters of mutual interest and to levy, collect and disburse funds from time to time as may be provided in the Declarations and By-Laws for the maintenance, repair and replacement of property located within the lands therein described or elsewhere notwithstanding the fact that such property lies outside of the subject property.
- 3.6 The Association shall have the power to employ personnel to perform the services required for the proper operation of the condominium villages and may contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

MEMBERS

The qualifications of the members, the manner of their admission, and voting by members shall be as follows:

- 4.1 The owners of all units in all of said condominium villages shall be members of the corporation and no other persons or entities shall be entitled to membership. Each unit shall be entitled to one vote only.

- 4.2 Membership in the Association shall be established by the recording in the Public Records of Hillsborough County, Florida, of a deed or other instrument establishing a change of record title to a unit in the condominium villages, and the delivery to the Association of a certified copy of such instrument shall make the new owner or owners designated by such instrument a member of the Association. The membership of the prior owner shall thereby be terminated. Nothing herein contained shall be construed as terminating the membership of any party who may own two or more units, or who may own a fee ownership interest in units so long as such party shall retain title to or a fee ownership interest in any unit.
- 4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit in a particular condominium village. The funds and assets of the corporation shall belong solely to the corporation subject to the limitations that the same may be expended, held, or used solely for the benefit of the membership and for the purposes authorized herein, in the Declarations and in the By-Laws which may be hereafter adopted.
- 4.4 Only one vote may be cast for each unit on all matters in which the membership shall be entitled to vote, which vote may be exercised or cast by the owner or owners of each unit in such manner as may be provided in the By-Laws hereafter adopted by the Association. Should a member own more than one unit, such member shall be entitled to exercise or cast as many votes as he owns units, in the manner provided by said By-Laws.
- 4.5 Prior to the submission of the properties described in Exhibit "A" of the Declaration of Condominium of Meadowood Condominium Village One, and improvements constructed thereon to a plan of condominium, the membership of the corporation shall be comprised of the Subscribers to these Articles, each of which Subscriber shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

5. BOARD OF DIRECTORS

- 5.1 The affairs of the Association will be managed by a board of not less than three (3) nor more than nine (9) Directors, the exact number to be determined by the By-Laws. In the absence of such determination, the Board shall consist of three (3) directors.
- 5.2 Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the By-Laws except that so long as Fland Corporation, a Florida corporation, or its successors or assigns is the owner of one (1) or more units in the Condominium Complex, it shall have the right to select all of the Directors, who need not be residents of the condominium villages or members of the Association. At the time when Fland Corporation, or its successors, or assigns is no longer the owner of one (1) or more units in any of the villages, or elects to terminate its control of the Association, or on December 30, 1980, whichever time first occurs, those Directors selected by said Fland Corporation shall resign so as to comply with this paragraph, and their successors shall be elected by the members of the Association to a term to complete the unexpired terms of those resigning. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the By-Laws. In no event shall Fland Corporation, or its successors or assigns select all of the Board of Directors for a period of longer than eight (8) years from date of recording of the Declaration of Meadowood Condominium Village One in the Public Records of Hillsborough County, Florida; provided, however, and notwithstanding anything herein contained, so long as Fland Corporation or its successors or assigns is the owner of one (1) or more units within the subject property in any of the villages it shall have the continuing right to designate one (1) member of the Board of Directors, notwithstanding the fact that it may theretofore have relinquished control as hereinabove provided. The Directors herein named shall serve until the first election of Directors, unless removed earlier by Fland Corporation. Any vacancies

occurring before the first election shall be filled by the remaining Directors and if there are no remaining Directors, the vacancies shall be filled by Fland Corporation or its successors or assigns.

- 5.3 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and qualified in accordance herewith, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
O. E. Melo	4835 Sunset Boulevard Tampa, Florida 33609
Ronald K. Martin	1605 Oakmont Drive Brandon, Florida 33511
Frank A. Buskirk, Jr.	5216 Riverhills Drive Tampa, Florida 33617

6. OFFICERS

The affairs of the Association shall be managed by the Officers in accordance with the By-Laws. The Officers shall be appointed from time to time by the Board of Directors. After Fland Corporation or its successors or assigns has relinquished control of the corporation, appointment of officers shall take place at the first Board meeting following the meeting of the members of the corporation at which the Directors were elected, which Officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are appointed by the Board of Directors are as follows:

President	-	O. E. Melo
Vice-President	-	Ronald K. Martin
Secretary-Treasurer	-	Frank A. Buskirk, Jr.

7. INDEMNIFICATION

Each Director and each Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willfull misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors has approved such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

8. BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner therein provided.

9. AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

- 9.1 Notice of the subject matter of a proposed amendment shall be included in the Notice of any meeting at which a proposed amendment is considered.

9.2 A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association and after being proposed and approved by one of such bodies, it must be approved by the other. Such approvals must be by not less than seventy-five (75%) percent of all the Directors and by not less than seventy-five (75%) percent of all the members of the Association. Directors and the members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting, and said amendment shall be effective when recorded in the Public Records of Hillsborough County, Florida. Notwithstanding the foregoing provisions of this Article, until Fland Corporation or its successors shall have relinquished control of the Association as hereinabove provided, no amendment to these Articles shall be adopted or become effective without the prior written consent of the Fland Corporation, its successors or assigns.

10. TERM

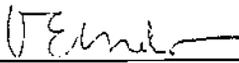
The term of the Association shall be the length of time of the life of the last condominium village in existence in the complex developed upon the real property subject matter as set forth in Exhibit "B" of the Declaration of Condominium of Meadowood Condominium Village One, unless the Association is terminated sooner in accordance with the provisions contained in the various Declarations.

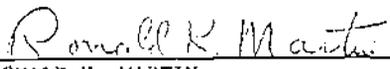
11. SUBSCRIBERS

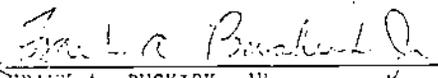
The names and residences of the subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
O. E. Melo	4835 Sunset Boulevard Tampa, Florida 33609
Ronald K. Martin	1605 Oakmont Drive Brandon, Florida 33511
Frank A. Buskirk, Jr.	5216 Riverhills Drive Tampa, Florida 33617

IN WITNESS WHEREOF, these Subscribers have hereunto affixed their signatures this 19th day of April, A. D. 1973.

 (SEAL)
O. E. MELO

 (SEAL)
RONALD K. MARTIN

 (SEAL)
FRANK A. BUSKIRK, JR.

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this 19th day of April, A. D. 1973,
before me, the undersigned authority, personally appeared O. E. MELO,
RONALD K. MARTIN and FRANK A. BUSKIRK, JR., to me well known and known to me
to be the individuals described in and who executed the foregoing Articles
of Incorporation, and acknowledged before me that they executed the same for
the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

Celia Rustel
NOTARY PUBLIC

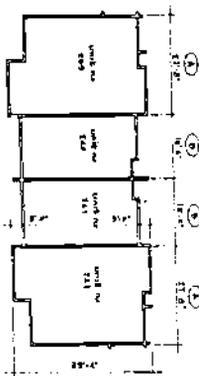
Notary Public State of Florida at Large
My Commission Expires Mar. 14, 1974

My commission expires:

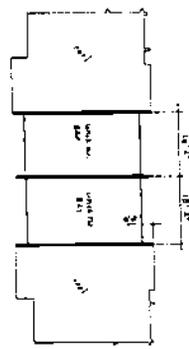
Exhibit G, Sheet 1 of 2
 - Declaration of Condominium
 MEADOWOOD

MEADOWOOD

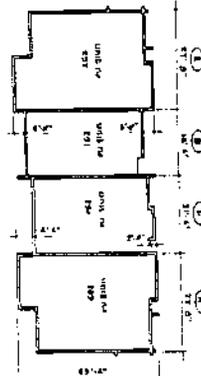
A proposed three condominium
 section 24 - Kennedy Rd north wing 15 east
 Millborough county Florida



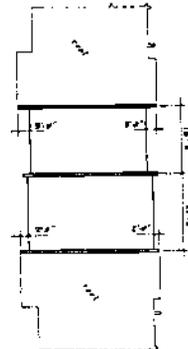
first floor plan



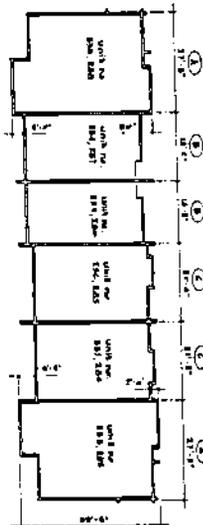
second floor plan



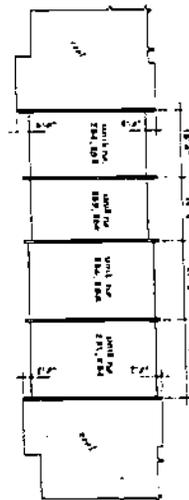
first floor plan



second floor plan



first floor plan



second floor plan

Building floor plans

- 1. All dimensions shall be in common fractions and not in decimals.
- 2. Each floor plan shall be shown.
- 3. In each unit, the location and dimensions of all walls, doors, windows, and openings shall be shown.
- 4. The dimensions and locations of all openings shall be shown on plans and shall be verified by the design architect, engineer, land surveyor, and other qualified persons.
- 5. The design architect, engineer, land surveyor, and other qualified persons shall be responsible for the accuracy of the building floor plans.
- 6. The design architect, engineer, land surveyor, and other qualified persons shall be responsible for the accuracy of the building floor plans.
- 7. The design architect, engineer, land surveyor, and other qualified persons shall be responsible for the accuracy of the building floor plans.

Building and floor plans
 shall be prepared and
 shall be of a

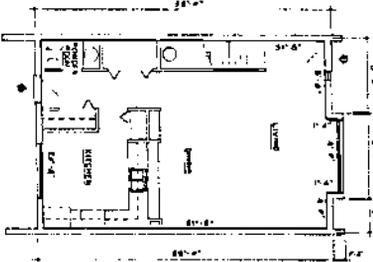
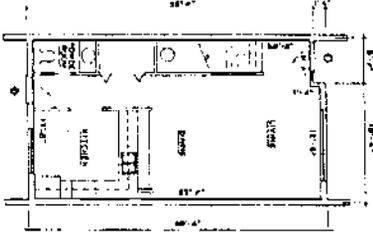
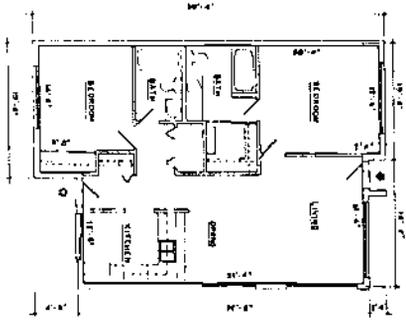
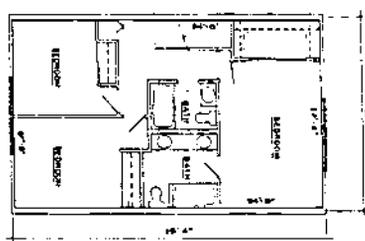
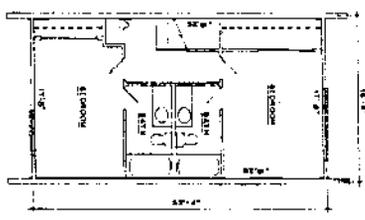
Exhibit G, Sheet 2 of 2
 - Declaration of Condominium
 MEADOWOOD

MEADOWOOD

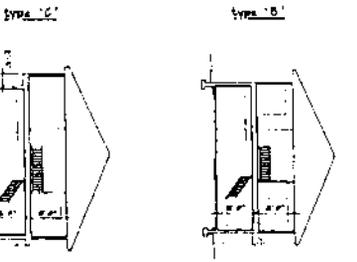
A proposed phase condominium
 located at: Township 20 south - range 19 east
 Hillsborough county - Florida

Estimated floor elevations:

Unit No.	Type	First Floor	Second Floor
201	1	21.20	22.10
202	1	21.20	22.10
203	1	21.20	22.10
204	1	21.20	22.10
205	1	21.20	22.10
206	1	21.20	22.10
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297	1	21.20	22.10
298	1	21.20	22.10
299	1	21.20	22.10
300	1	21.20	22.10



Unit 206 Floor Plan



Unit 207 Floor Plan



The design and floor plan shown herein are based on plans and data supplied by the design architect, and the design architect is not responsible for any errors or omissions in the design and floor plan shown herein. The design architect is not responsible for any errors or omissions in the design and floor plan shown herein. The design architect is not responsible for any errors or omissions in the design and floor plan shown herein.

DATE: 10/1/88
 SHEET 2 OF 2