

DECLARATION OF CONDOMINIUM

of

GREENCROFTTABLE OF CONTENTS

<u>Paragraph</u>	<u>Subject Heading</u>	<u>Page</u>
	Table of Contents	
1	The Condominium Act	1
2	Name	1
3	Survey and Plot Plan	1
4	Ownership of Common Elements and Sharing Common Expenses	2
5	Common Elements	2
6	The Meadows Covenants	4
7	Association	4
8	Voting Rights	5
9	Common Expenses	5
10	Maintenance, Repair and Replacement	7
11	Insurance, Destruction and Reconstruction	9
12	Liability Insurance	12
13	Restrictions Upon Use	12
14	Sale, Transfer, Lease or Occupation of Unit	16
15	Assessments and Liens	18
16	Rights of Institutional First Mortgagees	19
17	Rights of Developer	20
18	Remedies for Default	21
19	Access Easement	21
20	Utility Easement	22
21	Adjoining Facilities	23
22	Additional Phases	23
23	Amendments	24
24	Termination	26
25	Binding Effect	26
26	Severability	27
	Joinder of Association	29
	Schedule I	30
	Exhibit "A" Condominium Plat	31
	Exhibit "B" Association Charter	32
	Exhibit "C" Bylaws	39

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of

GREENCROFT

KNOW ALL MEN BY THESE PRESENTS, that TAYLOR WOODROW HOMES LIMITED, a corporation existing under the laws of the United Kingdom and duly authorized to transact business in the State of Florida, hereinafter called Developer, does hereby submit to condominium ownership pursuant to Chapter 718, Florida Statutes, the following described land and improvements thereon and all improvements hereafter erected thereon, situate, lying and being in the County of Sarasota, State of Florida, to wit:

SEE SCHEDULE I ATTACHED HERETO AS A PART HEREOF and that said property shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements:

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

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

3. SURVEY AND PLOT PLAN. A survey of said land and plot plan locating the improvements thereon and identifying each condominium unit and the common elements and their relative locations and approximate dimensions are attached hereto as Exhibit "A" and are recorded in Condominium Book 10 at pages 37, 37A, 37B, 37C, 37D, Public Records of Sarasota County, Florida. The locations, dimensions, descriptions, identification and numbering or lettering of the respective condominium units shall be described in

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

4. OWNERSHIP OF COMMON ELEMENTS AND SHARING COMMON EXPENSES

The ownership and the undivided shares of the respective condominium units in the common elements and the manner of sharing common expenses and owning common surplus shall be as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. COMMON EXPENSES. The common expenses shall include:  
(a) costs of operation, maintenance, repair and replacement of the common elements;

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

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

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

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

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

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

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

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

10. MAINTENANCE, REPAIR AND REPLACEMENT

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

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



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

- (a) paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceiling;
- (b) all built-in shelves, cabinets, counters, storage areas, and closets;
- (c) all refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus;
- (d) all electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only the respective unit; all electric lines between the unit and its individual service panel or meter, and all water and waste lines between the unit and the main distribution lines;
- (e) the heating and air conditioning system serving the unit regardless of whether it is located wholly within the boundaries of the unit or not;
- (f) all landscaping and plantings located within interior or exterior gardens adjacent to a unit;
- (g) all windows and sliding glass doors (glass in sliding glass doors must be replaced only with tempered glass);
- (h) all interior doors, walls, partitions, and room dividers; and
- (i) all furniture, furnishings and personal property contained within the respective unit.

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

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

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

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

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

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

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

pay all liens in full; in such event the lienholders who had priority against the title to the unit shall have priority of payment of the unit's share of the common surplus.

Nothing herein provided shall in any way relieve the unit owner of his personal liability for any deficiency which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustee. Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage or perfection of their liens. The provisions of this paragraph may be enforced by injunction, suit for specific performance or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(q) lease less than an entire unit or lease an entire unit for a period of less than three (3) months nor lease a unit more than two times in any calendar year, so that the high quality of this condominium shall be maintained and shall not become a lodging facility for transients; (During the time a unit is leased or occupied by others, the unit owner shall not have the right to use the common elements and facilities except as a guest of a unit owner or lessee.)

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

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

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



14. SALE, TRANSFER, LEASE OR OCCUPATION OF UNIT. In recognition of the close proximity of the units and the compact living conditions which will exist in this condominium, the mutual utilization and sharing of the common elements and common recreational facilities, and the compatibility and congeniality which must exist between the unit owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the board of directors of the Association, or its duly authorized officers, agent or committee, to approve in writing all sales, transfers, leases or occupation of a unit before such sale, transfer, lease or occupation shall be valid and effective. Written application for such approval shall contain such information as may be required by application forms promulgated by the board and shall be accompanied by a transfer fee as required by regulation of the board. When considering such application, consideration shall be given to good moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser, transferee, lessee or occupant. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance. A lessee shall not assign his lease or sublet his condominium unit without the prior written approval of the board of directors or its duly authorized officers or committee.

In the event a lease, sublease, or occupation of a unit is disapproved, the unit shall not be leased, subleased or so occupied. In the event a sale or transfer is disapproved or no action is taken by the board or its duly authorized officers, agent or committee within 15 days after receipt of

said application, and the unit owner intends to close in spite of such disapproval or inaction, the unit owner shall give the board an additional 30 days written notice of such intent prior to closing. In such event, the Association or any other unit owner shall have a right of first refusal to purchase said unit for the identical price, terms and conditions, which right shall be exercised in writing delivered to the proposed seller or mailed to his address as shown on the Association records. In the event the Association is of the opinion that the price is not a bona fide sales price, then the sales price for purposes of the right of first refusal shall be the fair market value of the unit determined by the average of the values assigned by the written appraisals of three recognized real estate appraisers, one of whom shall be selected by the Association, one by the proposed seller and the third by the first two appraisers. The cost of such appraisals shall be divided between the Association and the proposed seller. If such right of first refusal is exercised by more than one, priority shall be given to the one who delivers in person or has his acceptance postmarked first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three days before the proposed closing date or within 10 days after the sales price is determined by appraisal, whichever is later, the transfer may be closed pursuant to the price and terms stated in the notice. Failure of a transferor to comply with these provisions for sale or transfer shall give the Association or any other unit owner a right to redeem the unit involved from the transferee at any time before the closing of such transfer and for a period of 6 months after the recording of such conveyance in the Public Records of said county, or 60 days after the board of directors is given formal written notice of such

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. ADDITIONAL PHASES. Developer intends to develop Greencroft in phases pursuant to Section 718.403, Florida Statutes. The land which may become part of the condominium and upon which each phase is to be built and the number and general size of the units included in each phase is shown in Exhibit "A" attached hereto and by reference made a part hereof. The anticipated phases of Greencroft are labeled I through VIII. Phase V, VI, VII and VIII constitute the initial phases of Greencroft, which are hereby submitted to condominium ownership. Subsequent phases will be submitted to condominium ownership as a part of Greencroft by Developer executing amendments to this Declaration of Condominium and to the condominium plat attached as Exhibit "A", which amendments shall be recorded in the public records of Sarasota County. Such amendments adding phases to Greencroft shall



not require the execution thereof by individual unit owners or holders of recorded liens thereon (including institutional first mortgagees) or by the Association. Each such amendment shall take effect at the time of its recording in the public records of Sarasota County. At such time as each phase is added to the condominium, the common elements of the added phase shall merge with the common elements of the prior existing phases and will become part of one condominium. As each phase is added to the condominium, the percentage of ownership of the common elements and common surplus and the percentage of the common expenses of each respective unit will be reduced as provided in paragraph 4 hereinabove. In addition, as each phase is added, each added unit shall have one vote in the affairs of the Association which shall result in the diluting of the voting rights of the prior existing units in Greencroft. Although Developer contemplates developing all phases as shown on Exhibit "A", in the event any phase is not developed and added as a part of the condominium by December 31, 1979, the units shown in such phases will not become part of the condominium and will not share in the common elements, common surplus, common expenses or in the voting rights of the Association. Developer reserves the right to modify the size, configuration and location of units in future phases as well as the boundary lines of such phases prior to their recording in the public records as an amendment to this Declaration. Subsequent phases need not be added in numerical order as shown upon Exhibit "A" nor does a subsequent phase need to be contiguous to any prior existing phase.

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

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has signed and sealed this Declaration the 10<sup>th</sup> day of March, 1978.

Witnesses:

William S. Billit  
Peggy M. Blouckan

TAYLOR WOODROW HOMES LIMITED

By: David Nash  
As Director & Authorized Agent

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF SARASOTA

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared DAVID NASH, as Director and duly authorized agent of TAYLOR WOODROW HOMES LIMITED, a corporation under the laws of the United Kingdom, and he acknowledged before me that he executed the foregoing

REC 1228 PG 1187

Declaration of Condominium in the name of and on behalf of said corporation, affixing the corporate seal of said corporation thereto; that as such corporate officer he has been duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation.

Witness my hand and official seal in the County and State aforesaid this 10<sup>th</sup> day of March, 1978.

Kathy L. Mota  
Notary Public



My commission expires: Notary Public, State of Florida at Large  
Commission Expires April 18, 1981  
Bonded by Actna Casualty & Surety Co.

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

IN WITNESS WHEREOF, the undersigned has caused this joinder to be executed in its name by its duly authorized officers and caused its corporate seal to be hereunto affixed this 10<sup>th</sup> day of MARCH, 1978.

Regis M. Bloudek  
Alan R. Shaw

GREENCROFT CONDOMINIUM ASSOCIATION, INC.

By Thomas Brown  
As its President

Attest:

Alan Shaw  
As its Secretary

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county aforesaid to take acknowledgments, personally appeared THOMAS BROWN and ALAN R. SHAW to me known to be the persons described as President and Secretary, respectively, of GREENCROFT CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, in and who executed the foregoing Joinder, and they acknowledged before me that they executed it in the name of and for that corporation, affixing its corporate seal, and that they were duly authorized by that corporation to do so.

WITNESS my hand and official seal in the county and state named above this 10<sup>th</sup> day of MARCH, 1978.

Kathyimoto  
Notary Public

My commission expires: \_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission Expires April 18, 1981  
by Aetna Casualty & Surety Co.

## PHASE V

PART OF THE MEADOWS UNIT I SUBDIVISION, AS RECORDED IN PLAT BOOK 23, PAGES 36 THROUGH 36E OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 49 OF SAID MEADOWS UNIT I; THENCE S-53°-27'-03"-W ALONG THE NORTHWESTERLY LINE OF LOT 50 A DISTANCE OF 69.00 FEET TO THE POINT OF BEGINNING; THENCE S-20°-10'-59"-E A DISTANCE OF 153.31 FEET TO THE EAST LINE OF SAID LOT 50; THENCE S-00°-47'-03"-W ALONG SAID EAST LINE A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 50 BEING A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S-00°-47'-03"-W A RADIAL DISTANCE OF 105.00 FEET; THENCE WESTERLY ALONG THE ARC AND THE LINE OF TRACT XVIII THROUGH A CENTRAL ANGLE OF 33°-44'-57" A DISTANCE OF 61.85 FEET; THENCE N-36°-13'-01"-W A DISTANCE OF 137.72 FEET TO THE NORTHWESTERLY LINE OF LOT 51; THENCE N-53°-27'-03"-E ALONG THE NORTHWESTERLY LINE OF LOTS 51 AND 50 A DISTANCE OF 105.61 FEET TO THE POINT OF BEGINNING, CONTAINING 0.29 ACRES, BEING PART OF LOT 50 AND PART OF LOT 51 OF THE AFOREMENTIONED MEADOWS, UNIT I, THE ABOVE REFERRED TO LOTS VACATED APRIL 19, 1977 PER RESOLUTION RECORDED IN O.R. BOOK 1168, PAGE 1726 OF THE AFOREMENTIONED PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

## PHASE VI

PART OF THE MEADOWS UNIT I SUBDIVISION, AS RECORDED IN PLAT BOOK 23, PAGES 36 THROUGH 36E OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE WESTERNMOST CORNER OF LOT 53 OF SAID MEADOWS UNIT I; THENCE N-53°-27'-03"-E ALONG THE NORTHWESTERLY LINE OF LOTS 53, 52 AND 51 A DISTANCE OF 164.72 FEET; THENCE S-36°-13'-01"-E A DISTANCE OF 137.72 FEET TO THE LINE OF TRACT XVIII AT A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S-32°-57'-54"-E A RADIAL DISTANCE OF 105.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC AND THE LINE OF TRACT XVIII THROUGH A CENTRAL ANGLE OF 56°-15'-03" A DISTANCE OF 103.09 FEET TO THE NORTHEAST CORNER OF LOT 54; THENCE N-71°-20'-02"-W A DISTANCE OF 160.92 FEET TO THE WESTERLY LINE OF LOT 53; THENCE N-15°-31'-59"-W ALONG SAID WESTERLY LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.54 ACRES, BEING LOT 52 AND PART OF LOTS 51 AND 53 OF THE AFOREMENTIONED MEADOWS, UNIT I, THE ABOVE REFERRED TO LOTS VACATED APRIL 19, 1977 PER RESOLUTION RECORDED IN O.R. BOOK 1168, PAGE 1726 OF THE AFOREMENTIONED PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

## PHASE VII

PART OF THE MEADOWS UNIT I SUBDIVISION, AS RECORDED IN PLAT BOOK 23, PAGES 36 THROUGH 36E OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 54 OF SAID MEADOWS UNIT I; THENCE N-15°-31'-59"-W ALONG THE WESTERLY LINE OF SAID LOT 54 AND LOT 53 A DISTANCE OF 120.00 FEET; THENCE S-71°-20'-02"-E A DISTANCE OF 160.92 FEET TO THE NORTHEAST CORNER OF SAID LOT 54; THENCE THE FOLLOWING THREE CALLS ALONG THE LINE OF TRACT XVIII: THENCE S-00°-47'-03"-W A DISTANCE OF 31.03 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 87°-14'-15" AND A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 39.06 FEET TO A P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 6°-03'-52" AND A RADIUS OF 305.65 FEET; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 96.10 FEET TO THE POINT OF BEGINNING, CONTAINING 0.25 ACRES, BEING LOT 54 AND PART OF LOT 53 OF THE AFOREMENTIONED MEADOWS, UNIT I, THE ABOVE REFERRED TO LOTS VACATED APRIL 19, 1977 PER RESOLUTION RECORDED IN O.R. BOOK 1168, PAGE 1726 OF THE AFOREMENTIONED PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

## PHASE VIII

PART OF THE MEADOWS UNIT I SUBDIVISION, AS RECORDED IN PLAT BOOK 23, PAGES 36 THROUGH 36E OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

TRACT IX OF SAID MEADOWS, UNIT I, CONTAINING 0.10 ACRES, TRACT IX VACATED APRIL 19, 1977 PER RESOLUTION RECORDED IN O.R. BOOK 1168, PAGE 1726 OF THE AFOREMENTIONED PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

Subject to: Easements, covenants and restrictions of record and easements shown on Exhibit "A".

## SCHEDULE I

RECORDERS MEMO: legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

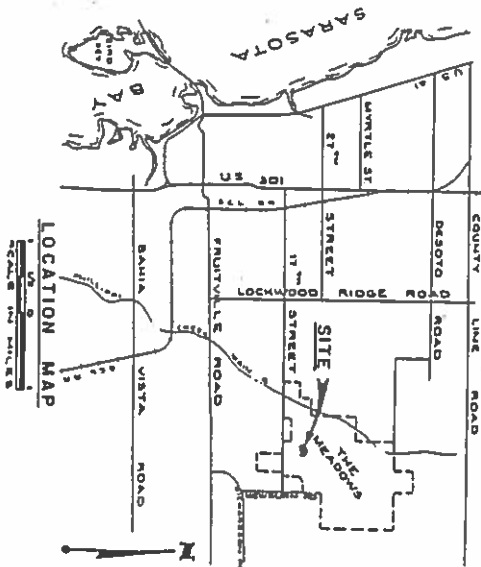
1226 AC 1190

SEC 14, TWP 36 S., RGE 18 E  
SARASOTA COUNTY, FLORIDA

## NOTES

- [illegible]

**CERTIFICATE OF**  
**SURVIVOR**



## **DESCRIPTION**

10114. Constitutional Property.  
10115. 44, 47, 49, 50, 51, 52, 53, 54 and TRACT 19 OF THE LOT 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837

DAVID O. KELLY, P.A.  
FLORIDA CERTIFICATE NO. 7112

**SMALLY, WELLFORD & NALVEN, INC.**  
**CONSULTING ENGINEERS AND SURVEYORS**  
**TAMPA, FLORIDA**

EXHIBIT 2 TO  
OFFERING  
CIRCULAR



1228 1191

**ORRIN G. ROBERTS**

## PHASE VII

part of the shadow unit's jurisdiction. As discussed in Item 2003, FBI's 34 Bureau list of the public records of Justice Court, Federal Detention as follows:

## PHARMACY

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at least come off 1400 Lit 30 0106 A

PAGE 1 OF TWO  
 36 INVOICE NO. OF THE PUBLIC RECORDS OF JAMAICA COUNTY, FLORENCE, 05/28/2018  
 43 PAGES:

## PHARMACY

ALLIES of the Southwestern Council of Lat 44 and 3410 members were 11; President 0-15-17-35-40-46-50-55-60-65-70-75-80-85-90-95-100-105-110-115-120-125-130-135-140-145-150-155-160-165-170-175-180-185-190-195-200-205-210-215-220-225-230-235-240-245-250-255-260-265-270-275-280-285-290-295-300-305-310-315-320-325-330-335-340-345-350-355-360-365-370-375-380-385-390-395-400-405-410-415-420-425-430-435-440-445-450-455-460-465-470-475-480-485-490-495-500-505-510-515-520-525-530-535-540-545-550-555-560-565-570-575-580-585-590-595-600-605-610-615-620-625-630-635-640-645-650-655-660-665-670-675-680-685-690-695-700-705-710-715-720-725-730-735-740-745-750-755-760-765-770-775-780-785-790-795-800-805-810-815-820-825-830-835-840-845-850-855-860-865-870-875-880-885-890-895-900-905-910-915-920-925-930-935-940-945-950-955-960-965-970-975-980-985-990-995-1000-1005-1010-1015-1020-1025-1030-1035-1040-1045-1050-1055-1060-1065-1070-1075-1080-1085-1090-1095-1100-1105-1110-1115-1120-1125-1130-1135-1140-1145-1150-1155-1160-1165-1170-1175-1180-1185-1190-1195-1200-1205-1210-1215-1220-1225-1230-1235-1240-1245-1250-1255-1260-1265-1270-1275-1280-1285-1290-1295-1300-1305-1310-1315-1320-1325-1330-1335-1340-1345-1350-1355-1360-1365-1370-1375-1380-1385-1390-1395-1400-1405-1410-1415-1420-1425-1430-1435-1440-1445-1450-1455-1460-1465-1470-1475-1480-1485-1490-1495-1500-1505-1510-1515-1520-1525-1530-1535-1540-1545-1550-1555-1560-1565-1570-1575-1580-1585-1590-1595-1600-1605-1610-1615-1620-1625-1630-1635-1640-1645-1650-1655-1660-1665-1670-1675-1680-1685-1690-1695-1700-1705-1710-1715-1720-1725-1730-1735-1740-1745-1750-1755-1760-1765-1770-1775-1780-1785-1790-1795-1800-1805-1810-1815-1820-1825-1830-1835-1840-1845-1850-1855-1860-1865-1870-1875-1880-1885-1890-1895-1900-1905-1910-1915-1920-1925-1930-1935-1940-1945-1950-1955-1960-1965-1970-1975-1980-1985-1990-1995-2000-2005-2010-2015-2020-2025-2030-2035-2040-2045-2050-2055-2060-2065-2070-2075-2080-2085-2090-2095-2100-2105-2110-2115-2120-2125-2130-2135-2140-2145-2150-2155-2160-2165-2170-2175-2180-2185-2190-2195-2200-2205-2210-2215-2220-2225-2230-2235-2240-2245-2250-2255-2260-2265-2270-2275-2280-2285-2290-2295-2300-2305-2310-2315-2320-2325-2330-2335-2340-2345-2350-2355-2360-2365-2370-2375-2380-2385-2390-2395-2400-2405-2410-2415-2420-2425-2430-2435-2440-2445-2450-2455-2460-2465-2470-2475-2480-2485-2490-2495-2500-2505-2510-2515-2520-2525-2530-2535-2540-2545-2550-2555-2560-2565-2570-2575-2580-2585-2590-2595-2600-2605-2610-2615-2620-2625-2630-2635-2640-2645-2650-2655-2660-2665-2670-2675-2680-2685-2690-2695-2700-2705-2710-2715-2720-2725-2730-2735-2740-2745-2750-2755-2760-2765-2770-2775-2780-2785-2790-2795-2800-2805-2810-2815-2820-2825-2830-2835-2840-2845-2850-2855-2860-2865-2870-2875-2880-2885-2890-2895-2900-2905-2910-2915-2920-2925-2930-2935-2940-2945-2950-2955-2960-2965-2970-2975-2980-2985-2990-2995-3000-3005-3010-3015-3020-3025-3030-3035-3040-3045-3050-3055-3060-3065-3070-3075-3080-3085-3090-3095-3100-3105-3110-3115-3120-3125-3130-3135-3140-3145-3150-3155-3160-3165-3170-3175-3180-3185-3190-3195-3200-3205-3210-3215-3220-3225-3230-3235-3240-3245-3250-3255-3260-3265-3270-3275-3280-3285-3290-3295-3300-3305-3310-3315-3320-3325-3330-3335-3340-3345-3350-3355-3360-3365-3370-3375-3380-3385-3390-3395-3400-3405-3410-3415-3420-3425-3430-3435-3440-3445-3450-3455-3460-3465-3470-3475-3480-3485-3490-3495-3500-3505-3510-3515-3520-3525-3530-3535-3540-3545-3550-3555-3560-3565-3570-3575-3580-3585-3590-3595-3600-3605-3610-3615-3620-3625-3630-3635-3640-3645-3650-3655-3660-3665-3670-3675-3680-3685-3690-3695-3700-3705-3710-3715-3720-3725-3730-3735-3740-3745-3750-3755-3760-3765-3770-3775-3780-3785-3790-3795-3800-3805-3810-3815-3820-3825-3830-3835-3840-3845-3850-3855-3860-3865-3870-3875-3880-3885-3890-3895-3900-3905-3910-3915-3920-3925-3930-3935-3940-3945-3950-3955-3960-3965-3970-3975-3980-3985-3990-3995-4000-4005-4010-4015-4020-4025-4030-4035-4040-4045-4050-4055-4060-4065-4070-4075-4080-4085-4090-4095-4100-4105-4110-4115-4120-4125-4130-4135-4140-4145-4150-4155-4160-4165-4170-4175-4180-4185-4190-4195-4200-4205-4210-4215-4220-4225-4230-4235-4240-4245-4250-4255-4260-4265-4270-4275-4280-4285-4290-4295-4

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**SWALLY, WELFORD & MALVERN, INC.**  
CONSULTING ENGINEERS AND SURVEYORS  
TALLAHASSEE, FLORIDA

# State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of Articles of Incorporation of GREENCROFT CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 24, 1978, as shown by the records of this office.

The charter number for this corporation is 742188.



GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 27th day of March, 1978.

*Gene A. Smathers*  
SECRETARY OF STATE

CIR 101-15

EXHIBIT 3 TO  
OFFERING  
CIRCULAR

OFF REC 1228 PG 1195  
EXHIBIT B

ARTICLES OF INCORPORATION

of

GREENCROFT CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation not for profit under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

ARTICLE I.

NAME OF CORPORATION

The name of this corporation shall be Greencroft Condominium Association, Inc., hereinafter referred to as the Association.

ARTICLE II.

GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the Condominium known as Greencroft located in the County of Sarasota, Florida, and to perform all acts provided in the Declaration of Condominium of said Condominium and the Condominium Act, Chapter 718 Florida Statutes.

ARTICLE III.

POWERS

The Association shall have all of the condominium law and statutory powers of a corporation not for profit and all of the powers and duties set forth in said condominium act and the Declaration of Condominium of Greencroft, as amended from time to time, except as may be limited or otherwise provided by these Articles. The Association may enter into

lease agreements and may acquire and enter into agreements acquiring leaseholds, memberships and other possessory or use interests for terms up to and including 99 years, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members; including but not limited to lease of recreation areas and facilities.

ARTICLE IV.

MEMBERS

All persons owning a vested present interest in the fee title to any of the condominium units of Greencroft as evidenced by a duly recorded proper instrument in the public records of Sarasota County, Florida, shall be members. Membership shall terminate automatically and immediately as a member's vested interest in the fee title terminates, except that upon termination of the entire condominium project, the membership shall consist of those who were members at the time of each conveyance of the respective units to the trustee as provided in said Declaration of Condominium. In the event a unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity shall exercise its membership rights.

After the Association approves of a conveyance of a condominium unit as provided in said Declaration of Condominium, the change of membership in the Association shall be evidenced in the Association records by delivery to the Secretary of a certified copy of the deed or other instrument of conveyance.

Prior to the recording of said Declaration of Condominium in the public records of said county, the subscribers hereto

shall remain the members of the Association and shall each be entitled to one vote.

ARTICLE V.

VOTING RIGHTS

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

ARTICLE VI.

INCOME DISTRIBUTION

No part of the income of this corporation shall be distributable to its members, except as compensation for services rendered.

ARTICLE VII.

EXISTENCE

This corporation shall exist perpetually unless dissolved according to law.

ARTICLE VIII.

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the corporation shall be at Greencroft, Green Croft Road, Sarasota, Florida, and the registered agent at such address shall be David Nash.

ARTICLE IX.

NUMBER OF DIRECTORS

The business of the corporation shall be conducted by a board of directors which shall consist of not less than three (3) persons, as shall be designated by the bylaws.

FIRST BOARD OF DIRECTORS AND OFFICERS

The names and post office addresses of the members of the first Board of Directors and officers, all of whom shall hold office until their successors are duly elected and qualified, are as follows:

<u>Name</u>	<u>Address</u>
Thomas Brown - President & Director	1900 Longmeadow, Sarasota, Florida 33580
Roger F. Postlethwaite-Vice President & Director	1900 Longmeadow, Sarasota, Florida
Alan R. Shaw - Secretary-Treasurer & Director	1900 Longmeadow, Sarasota, Florida 33580
David Nash - Director	1900 Longmeadow, Sarasota, Florida 33580

ARTICLE XI.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors shall be indemnified by the Association against all expenses and liabilities including counsel fees (including appellate proceedings) reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers and directors or arising out of their status as such.

ARTICLE XII.

RIGHTS OF DEVELOPER

Taylor Woodrow Homes Limited, a corporation existing under the laws of the United Kingdom and authorized to do business in the State of Florida, which is the developer of Greencroft condominium, shall have full right and authority to manage the affairs and exclusive right to elect the directors of the Association (who need not be unit owners) until the following shall occur:

A. When fifteen percent (15%) or more of the units that will be operated ultimately by the Association are conveyed to owners other than Developer, such unit owners shall be entitled to elect not less than one-third (1/3) of the board of directors.

B. Within three (3) years after fifty percent (50%) or within three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association are conveyed to owners other than Developer, such unit owners shall be entitled to elect a majority of the board of directors.

C. Developer shall be entitled to elect at least one (1) member of the board of directors as long as Developer holds at least 5% of the units in Greencroft for sale in the ordinary course of business.

During the period Developer is in control of the Association, the directors shall exercise all rights which would otherwise be exercisable by the members.

ARTICLE XIII.

BYLAWS

The first bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded in the manner provided by the bylaws.

ARTICLE XIV.

SUBSCRIBERS

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

David Nash, Alan R. Shaw and Thomas Brown, all of  
1900 Longmeadow, Sarasota, Florida 33580.

ARTICLE XV.

AMENDMENTS

The corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles

of Incorporation by a simple majority vote of all voting rights of all members of the corporation and all rights conferred upon the members herein are granted subject to this reservation.

IN WITNESS WHEREOF, we, the undersigned subscribers to these Articles of Incorporation, have hereunto set our hands and seals this 10th day of March, 1978.

David Nash (SEAL)  
David Nash  
Alan R. Shaw (SEAL)  
Alan R. Shaw  
Thomas Brown (SEAL)  
Thomas Brown

STATE OF FLORIDA  
COUNTY OF SARASOTA:

I HEREBY CERTIFY that on this 10th day of March, 1978, before me, an officer duly authorized and acting, personally appeared DAVID NASH, ALAN R. SHAW and THOMAS BROWN, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged then and there before me that they executed said instrument.

WITNESS MY HAND AND OFFICIAL SEAL at Sarasota, Florida, in the County and State aforesaid this the day and year last above written.

Kathy L. Hoot (SEAL)  
Notary Public

My Commission Expires: Notary Public, State of Florida  
My Commission Expires April 1980  
Bonded by Aetna Casualty & Sur

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the designation as registered agent of the foregoing corporation.

David Nash  
David Nash



of

GREENCROFT CONDOMINIUM ASSOCIATION, INC.

A non-profit corporation  
existing under the laws  
of the State of Florida

I. PRINCIPAL OFFICE

The principal office of the Association shall be located at Greencroft, Green Croft Road, County of Sarasota, State of Florida. The address of the principal office may be changed at the discretion of the Board of Directors.

II. MEMBERSHIP

1. MEMBERS. All persons owning a vested present interest in the fee title to any of the condominium units in any phase of Greencroft condominium existing pursuant to Chapter 718, Florida Statutes, which interest is evidenced by a duly recorded proper instrument in the public records of Sarasota County, Florida, shall automatically be members of this Association and their respective membership shall automatically terminate as their vested interest in the fee title terminates. Such membership may be evidenced by the issuance of a membership certificate which shall be deemed automatically cancelled when the membership it evidences is terminated as provided herein.

2. VOTING RIGHT. Each condominium unit shall have the voting rights provided in the Declaration of Condominium and any such vote may be cast in person or by mail or by proxy executed in writing and filed with the secretary. In the event of a joint ownership of a condominium unit by more than one person the vote to which the unit is entitled shall be apportioned among the owners as their interest may appear, or may be exercised by one of such joint owners by written agreement of the remainder of such joint owners.

EXHIBIT C

-39-

3. ANNUAL MEETING. An annual meeting of the members shall be held at the principal office of the Association or at such other place within said County as may be designated by the president, at 8:00 p.m. on the first Tuesday in the month of February for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

4. SPECIAL MEETINGS. Special meetings may be called by the president or by the board of directors, or by a written request of a majority of the voting rights of the members, for any purpose and at any time within Sarasota County. Notice of special meetings shall be mailed by regular or air mail or delivered by the secretary at least fourteen days before such meeting to each member at his address as shown in the Association records, which notice shall state the purpose of such meeting. Members may waive such notice and may act by written agreement without meetings.

5. QUORUM. A majority of the voting rights represented in person, by mail, ballot or vote, or by proxy, shall constitute a quorum, and if a quorum is not present, a majority of the voting rights present may adjourn the meeting from time to time. A member shall be deemed present for purposes of a quorum with respect to any question or election upon which his written and signed vote shall have been received by the secretary. A simple majority of all voting rights present in person or proxy shall decide any question brought before the meeting, except when otherwise required by the condominium act, Declaration of Condominium, Articles of Incorporation or these bylaws.

### III. BOARD OF DIRECTORS

1. POWERS. The board of directors shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties and responsibilities as

provided in the Declaration of Condominium, Articles of Incorporation and the condominium act.

2. NUMBER. The number of directors shall be designated by resolution of the membership from time to time but shall in no event be less than three directors. Each shall be a member of the Association or a person exercising the rights of an owner who is not a natural person. All directors shall act without compensation unless otherwise provided by resolution of the membership. Each director shall hold office for two years and shall be elected in such manner at the annual meetings so that the number of directors serving on the board from time to time shall have their terms of office evenly divided so far as possible so that half of their terms shall expire at the time of each annual meeting of members.

3. REGULAR MEETINGS. A regular meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of the membership. Additional regular meetings may be held as provided by resolution of the board.

4. SPECIAL MEETINGS. Special meetings of the board may be called by the president or a majority of the directors for any purpose and at any time or place. Notice thereof stating the purpose shall be mailed by regular or air mail or delivered to each director at his address shown in the Association records at least five days before such meeting, unless such notice is waived by any director or directors. Notices of all meetings of the directors, except the annual meeting and emergency meetings shall be posted conspicuously on the condominium property at least forty-eight hours in advance of the meeting. All meetings of the board shall be open to all members.

5. QUORUM. A majority of directors shall constitute a quorum. If a quorum is not present, a majority of those

present may adjourn the meeting from time to time. A director shall be deemed present for the purposes of a quorum with respect to any question or election upon which his written and signed vote shall have been received by the secretary. The vote of a majority of directors present shall decide any matter before the board, except as may be otherwise required in the Articles of Incorporation, these bylaws or the Declaration of Condominium.

6. REMOVAL. Any director may be removed by two-thirds vote of the membership at a special meeting called for that purpose and the vacancy created thereby shall be filled by the election of a new director at the same meeting.

7. LIABILITY AND INDEMNIFICATION. Directors shall not be liable to the members for any mistake of judgment and shall only be liable for their own individual willful misconduct or bad faith. The members shall indemnify and hold harmless each director against all contractual liability to others arising out of contracts made on behalf of the Association unless such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these bylaws. Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

#### IV. OFFICERS

1. NUMBER. The officers shall be a president, a vice-president, a secretary and a treasurer, each of whom shall be elected by the board of directors. Such assistant officers as may be deemed necessary may be elected by the board of directors. The president and secretary may not be the same person. Officers must be members of the Association or a person exercising the membership rights of a unit owner which is not a natural person. The president must be a member of the board of directors. All officers shall act

without compensation unless otherwise provided by resolution of the membership.

2. ELECTION AND TERM. Each officer shall be elected annually by the board of directors at the first meeting of Directors following the annual meeting of members and shall hold office until his successor shall have been elected and duly qualified, unless sooner removed by the board of directors.

3. PRESIDENT. The president shall be the principal executive officer of the Association and shall supervise all of the affairs of the Association. He shall preside at all meetings of the members and of directors. He shall sign all documents and instruments in behalf of the Association.

4. VICE-PRESIDENT. In the absence of the president, the vice-president shall perform the duties of the president, and when so acting, shall have all the powers and responsibilities of the president. The vice-president shall, moreover, perform such duties as may be designated by the board of directors.

5. SECRETARY. The secretary shall countersign all documents and instruments in behalf of the Association, record the minutes of meetings of members and directors, and give notices required by these bylaws. He shall have custody and maintain the records of the Association, other than those maintained by the treasurer.

6. TREASURER. The treasurer shall have custody of all funds of the Association, shall deposit the same in such depositories as may be selected as hereinafter provided, shall disburse the same, and shall maintain financial records of the Association which shall be available for inspection by any member during the business hours on any week day. At the discretion of the board of directors, the functions of the treasurer may be delegated to and performed by a financial institution located in Sarasota County, in which event, no bond will be required.

7. FIDELITY BONDS. All officers and directors shall be bonded by a surety company selected by the board in an amount determined by the Board to be sufficient to insure the proper handling of all cash funds and other corporate assets. The cost of such bond shall be paid by the Association.

8. REMOVAL. Any officer may be removed by two-thirds vote of the board of directors called for that purpose and the vacancy thereby created shall be filled by an election by the remaining directors at the same meeting.

#### V. MANAGER AND EMPLOYEES

The board of directors may employ the services of a manager and other employees and agents as they shall determine appropriate to actively manage, operate, and care for the condominium property, with such powers and duties and at such compensation as the board may deem appropriate and provide by resolution from time to time. Such manager, employees and agents shall serve at the pleasure of the board.

#### VI. CONTRACTS AND FINANCES

1. CONTRACTS. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

2. LOANS. Loans shall be contracted on behalf of the Association and evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. The board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.

3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for payment of money, notes, or other evidences of

indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

4. DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such savings and loan associations, banks, trust companies, or other depositories as the board of directors may select.

5. FISCAL YEAR. The fiscal year of the Association shall begin on the first day of January of each year.

#### VII. VACANCIES

A vacancy in any office or in the board of directors shall be filled by the board of directors, although less than a quorum remains by reason of such vacancy.

#### VIII. AMENDMENTS

These bylaws may be altered or repealed by new bylaws adopted by majority vote of the voting rights at the annual meeting or at any special meeting of the members. No modification of or amendment to the bylaws shall be valid unless set forth in or annexed to an amendment to the Declaration of Condominium and duly recorded in the public records of Sarasota County in the manner provided in the Declaration.

#### IX. REGULATIONS

The board of directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the condominium, and restrictions upon and requirements respecting the use and maintenance of the units and of the common elements of the condominium as may be deemed necessary and appropriate from time to time to assure the enjoyment of all unit owners and to prevent unreasonable interference with the use of the units and the

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common elements, as shall not be inconsistent with the condominium act, the Declaration of Condominium, the Articles of Incorporation, and these bylaws. A copy of such regulations shall be furnished to each unit owner and subsequent purchasers of units and shall be posted and remain available in the offices of the Association.

X. SEAL

The board of directors shall provide a corporate seal, circular in form, showing the corporate name, the year and the state of incorporation, and the words "corporation not for profit."

XI. COLLECTION OF ASSESSMENTS

Assessments for the payment of common expenses shall be made and collected in the manner provided in the Declaration of Condominium.

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FBI - NEW YORK

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CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

OF

GREENCROFT, A CONDOMINIUM

THE UNDERSIGNED, officers of Greencroft Condominium Association, Inc., the not-for-profit Florida corporation organized and existing to operate and maintain Greencroft, a Condominium, according to the Declaration thereof as recorded in O.R. Book 1228, Page 1159, et. seq., Public Records of Sarasota County, Florida, hereby certify that the following Amendment to the Declaration was approved by not less than two-thirds (2/3rds) of all unit owners at the annual membership meeting held February 7, 1995. The undersigned certifies that these Amendments were proposed and adopted in accordance with the Condominium documentation and applicable law.

(additions indicated by underlining; deletions by ---; and unaffected omitted language by ...)

10. MAINTENANCE, REPAIR AND REPLACEMENT.

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

B. BY THE UNIT OWNERS. Each unit owner shall maintain, repair and replace everything within the confines of his unit (including those portions of the garage located within unit boundaries and track garage doors) which is not part of the common elements (except as otherwise provided herein), including but not limited to:

...

(f) all landscaping and plantings located within interior or exterior gardens adjacent to a unit, and all portions of the interior gardens located within unit boundaries;

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

(h) all interior doors, walls, partitions, and room dividers, and track garage doors in their entirety including all garage door components;

...

(The remainder of the Declaration is unchanged.)

GREENCROFT CONDOMINIUM  
ASSOCIATION, INC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

BY: \_\_\_\_\_  
Ron Dymond, President

\_\_\_\_\_  
Jerry McCullough, Secretary-  
Treasurer

STATE OF FLORIDA :  
: ss  
COUNTY OF SARASOTA :

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of February, 1995, by Ron Dymond, President, and Jerry McCullough, Secretary-Treasurer, of Greencroft Condominium Association, Inc., who are personally known to me, or produced \_\_\_\_\_ as identification, and did take an oath. If no type of identification is indicated, the above-named persons are personally known by me.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:

051 ✓ This instrument prepared by  
and return to:  
CHAD M. McCLENATHEN, ESQ  
BECKER & POLIAKOFF P.A.  
P.O. BOX 48675  
Sarasota, Florida 34230

95111843

CERTIFICATE OF AMENDMENT

TO  
DECLARATION OF CONDOMINIUM  
OF  
GREENCROFT, A CONDOMINIUM

•• OFFICIAL RECORDS ••  
BOOK 2784 PAGE 425

THE UNDERSIGNED, officers of Greencroft Condominium Association, Inc., the not-for-profit Florida corporation organized and existing to operate and maintain Greencroft, a Condominium, according to the Declaration thereof as recorded in O.R. Book 1228, Page 1159, et. seq., Public Records of Sarasota County, Florida, hereby certify that the following Amendment to the Declaration was approved by not less than two-thirds (2/3rds) of all unit owners at the annual membership meeting held February 7, 1995. The undersigned certifies that these Amendments were proposed and adopted in accordance with the Condominium documentation and applicable law.

(additions indicated by underlining; deletions by ---; and unaffected omitted language by ...)

10. MAINTENANCE, REPAIR AND REPLACEMENT.

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

B. BY THE UNIT OWNERS. Each unit owner shall maintain, repair and replace everything within the confines of his unit (including those portions of the garage located within unit boundaries and track garage doors) which is not part of the common elements (except as otherwise provided herein), including but not limited to:

• • •

(f) all landscaping and plantings located within interior or exterior gardens adjacent to a unit, and all portions of the interior gardens located within unit boundaries;

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

(h) all interior doors, walls, partitions, and room dividers, and track garage doors in their entirety including all garage door components;

...

(The remainder of the Declaration is unchanged.)

GREENCROFT CONDOMINIUM  
ASSOCIATION, INC.

Christopher W. Collier  
Witness

CHRISTOPHER W. COLLIER  
Printed Name

Peter D. Gilmore  
Witness

Peter D. Gilmore  
Printed Name

BY: Rona Glasser  
Rona Glasser, President

Jerry McCullough  
Jerry McCullough, Secretary-Treasurer

STATE OF FLORIDA :  
COUNTY OF SARASOTA : ss

The foregoing instrument was acknowledged before me this 21 day of August, 1995, by Rona Glasser, President, and Jerry McCullough, Secretary-Treasurer, of Greencroft Condominium Association, Inc., who are personally known to me, or produced Driver's License as identification, and did take an oath. If no type of identification is indicated, the above-named persons are personally known by me.

Marlyce L. Seidensticker  
Notary Public

MARLYCE L. SEIDENSTICKER  
Printed Name of Notary

My Commission Expires 1/17/99  
BONDED BY SERVICE INC.  
No. CC433758  
MARLYCE L. SEIDENSTICKER  
Notary Public  
My Comm Exp. 1/17/99  
BONDED BY SERVICE INC.  
No. CC433758  
P.O. Box 1000  
Sarasota, FL 34231

18700  
7/26/95

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County of Circuit Court  
SARASOTA COUNTY, FL