

DECLARATION OF CONDOMINIUM

74174

of

VILLAGE LAKE

O.R. 1420 PG 0352

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owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular unit, as he may deem appropriate.

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

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

(b) paint or otherwise change the appearance of any exterior wall, door, window, patio, or any exterior surface; place any sunscreen, blind or awning on any exterior opening; place any draperies or curtains at the windows of any unit without a solid, light color liner 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; erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements; nor any of the foregoing without the prior written consent of the board;

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

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

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

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

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

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

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

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

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

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

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

(n) allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each unit and the common elements shall at all times be kept in a clean and sanitary condition;

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

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

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

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

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

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

14. SALE OR TRANSFER OF UNIT. In recognition of the close proximity of the units and the compact living conditions which will exist in this condominium, the mutual

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 and a perpetual easement for encroachments which may exist now or in the future by reason of 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 "Ringwood Meadow" and "Taywood Meadow" and all other private roads in The Meadows.

20. UTILITY EASEMENT. Developer hereby reserves for and on behalf of itself, its successors and assigns, perpetual

easements for the installation, construction, repair, maintenance and replacement of private and public utility lines and services of all kinds under and over the surface of the condominium lands which are not occupied by buildings or other structures. The utility easements herein reserved may serve this condominium or other portions of The Meadows and The Commons. Utility easements may be granted by the Developer in its sole discretion to The Meadowood Management Co. and to any public or private utilities as Developer may deem necessary or desirable to provide utility services to any of the foregoing. All public and private utility companies rendering utility services to this condominium 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 adjacent to the condominium are man-made lakes forming a part of the drainage system for The Meadows and The Commons. Taylor Woodrow Homes Limited and The Meadowood Management Company, Inc. have retained certain rights with respect to the lakes and the use of the water therein, including the right to vary the water level from time to time and a 15-foot wide easement for maintenance purposes as shown on Exhibit "A". The Association is responsible for sodding and maintaining the grass area between the boundary of the condominium lands and the normal water line of the lakes adjoining the condominium.

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. PHASES. Developer intends to develop the condominium in eight 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. Phase I constitutes the initial phase of the condominium which is hereby submitted to condominium ownership. Subsequent phases will be submitted to condominium ownership 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 shall not require the execution, joinder or consent of individual unit owners in Phase I or subsequent phases or holders of recorded liens thereon (including institutional first mortgagees) or by the Association. Such amendments shall take effect at the time of recording in the public records of Sarasota County. When phases are added to the condominium, the common elements of the added phases shall merge with the common elements of the prior existing phases and will become part of one condominium, and the percentage share of the common expenses, the common elements and common surplus of each unit will be reduced as provided in paragraph 4 hereinabove. In addition, when phases are added, each added unit will have one vote in the affairs of the Association which will result in the diluting

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





