

DECLARATION OF CONDOMINIUM

OF

VIVIENDA AT THE MEADOWS

A Condominium  
Sarasota County, Florida

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby submit to condominium ownership pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, the following described land and improvements thereon, situate, lying and being in the County of Sarasota, State of Florida, being more particularly described as follows, to-wit:

ALL THAT PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

1. NAME. The name by which this condominium shall be known and identified is VIVIENDA AT THE MEADOWS, a Condominium, and its address is Green Croft Road, In The Meadows, Sarasota, Florida.

2. DEFINITIONS. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (Chapter 718, Florida Statutes) and as follows unless the context otherwise requires:

2.1 ASSOCIATION means VIVIENDA AT THE MEADOWS CONDOMINIUM ASSOCIATION, INC., and its successors.

2.2 COMMON ELEMENTS shall include the tangible personal property required for the maintenance and operation of the Condominium even though owned by the Association, as well as the items stated in the Condominium Act.

2.3 COMMON EXPENSES include:

a. Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of units to be maintained by the Association.

b. Expenses declared common expenses by provisions of this Declaration or the Bylaws.

c. Any valid charge against the Condominium property as a whole.

d. Charges for utility services except such services as are metered separately to each unit.

2.4 CONDOMINIUM means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the condominium act.

2.5 SINGULAR, PLURAL, GENDER. When the context so permits, the use of the plural shall include the singular and the

KIRK, PINKERTON, et al, P  
Box 3798, Sarasota, Florida 33578

singular the plural, and the use of any gender shall be deemed to include all genders.

2.6 UTILITY SERVICES, as used in the Condominium Act, and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, garbage and sewage disposal and cable-television apparatus.

2.7 DEVELOPER means McNEARY REALTY CO., a Missouri corporation.

3. SURVEY AND FLOOR PLAN. A survey of the land subject to this condominium and a graphic description of the improvements and a plot plan locating the improvements thereon, and identifying each unit and the common elements and their relative locations and approximate dimensions are attached hereto, incorporated herein and marked Exhibit "C". The condominium units shall be known and numbered as described in said Exhibit "C".

3.1 UNITS. A unit shall consist of a numbered lot shown on the plot plan in Exhibit "C" together with all improvements located thereon. Units shall each be given the same number as the particular lot upon which the improvements are located. All units, as defined in this Declaration, shall be the subject of private ownership. Ownership of a unit extends between the plane of the vertical boundaries shown for the respective lots shown in Exhibit "C" and from the plane of the ground surface of said particular lot to a horizontal plane located 25 feet above and directly over said ground surface. In the event that the actual physical location of any improvement at any time does not precisely coincide with Exhibit "C" and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in Exhibit "C" and subsequent amendments.

All persons acting with reference to this condominium, whether as contract purchasers, grantees, mortgagees, lienors or otherwise, understand that at the time of the execution and recording of this Declaration and the plat attached as Exhibit "C", all of the improvements described thereon have not been completed, and they agree for themselves, their heirs, successors and assigns, that Developer reserves the right to amend this Declaration and said plat as may be necessary or desirable from time to time to identify locate and dimension said improvements as and when they are actually constructed. Such amendments shall not require the joinder or further consent of any unit owners or holders of liens thereon and shall be effective upon recordation in the public records of Sarasota County, Florida.

3.2 EASEMENTS are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed unless approved in writing by the apartment owners.

3.3 COMMON ELEMENTS. The common elements include the land and all other parts of the condominium not within the unit unless otherwise provided herein.

3.4 AIR CONDITIONING. Air-conditioning units, including compressors, shall be considered a part of the unit and maintenance of same shall not be a common expense.

4. THE CONDOMINIUM ACT. Chapter 718, Florida Statutes, is incorporated herein by reference, and all provisions thereof shall apply to this condominium, except as modified herein.

5. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND SURPLUS AND SHARING EXPENSES. The undivided shares in the common elements which are appurtenant to each of the units and the proportions and manner of sharing common expense and owning common surplus shall be 1/31st for each unit.

6. AMENDMENTS OF DECLARATION.

6.1 This Declaration may be amended at any time by affirmative vote of 75% of the units, except that an affirmative vote of 100% of the units shall be required to amend paragraph "5" hereof or any part thereof; provided, however, that until one (1) year from the date of completion of all condominium improvements, no amendment shall be effective without the written consent of Developer.

6.2 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Official Records of Sarasota County, Florida.

6.3 RIGHTS OF DEVELOPER. It is recognized that at the date hereof, construction of all the improvements and construction of dwellings within said units contemplated by the survey and plot plan described in Exhibit "C", have not been 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, the units and dwellings thereon and effecting sale or lease of the condominium units. The Developer, pursuant to Florida Statutes 718.116(8) (b) shall be excused from paying its share of common expenses upon unsold units during such period of time as it shall guarantee that the assessment for common expenses of the condominium imposed upon other unit owners shall not increase over the dollar amount stated in the projected operating budget. Developer obligates itself to pay any excess amount incurred during that period not produced by assessments at the guaranteed level receivable from other unit owners. Developer has guaranteed unit assessments at the rate of \$62.50 per month per unit through the calendar year 1978.

7. BYLAWS. The operation of the condominium property shall be governed by the Bylaws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "B". No modification or amendment to these Bylaws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth in Paragraph 6 above.

8. THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

8.1 The operation of the condominium shall be vested in the Association.

8.2 No unit owner, except as an officer of the Association shall have any authority to act for the Association.

8.3 The powers and duties of the Association shall include those set forth in the Bylaws referred to herein, but in addition thereto, the Association shall:

a. 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 for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units.

b. Have the power to make and collect assessments and to lease, maintain, repair and replace the common elements.

c. Maintain accounting records according to good accounting practice, which shall be open to inspection by unit owners at all times.

d. Prescribe such "house policies" as it shall, from time to time, consider essential.

9. MAINTENANCE: LIMITATION UPON IMPROVEMENT.

9.1 The maintenance of the common elements shall be the responsibility of the Association.

9.2 There shall be no material alteration or substantial additions to the common elements except in a manner provided herein.

9.3 No unit owner shall make any alteration in the portions of the improvements of the condominium which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

10. COMMON EXPENSES AND COMMON SURPLUS.

10.1 Funds for the payment of common expenses shall be assessed against unit owners in the proportions or percentages of sharing common expenses provided in this Declaration.

10.2 The common surplus shall be owned by unit owners in the shares provided in this Declaration.

11. ASSESSMENTS: LIABILITY: LIEN AND PRIORITY: INTEREST: COLLECTIONS:

11.1 A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance; provided however, a first mortgagee accepting a deed in lieu of foreclosure shall not be liable for any past due assessments.

11.2 The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or leasehold property, or by abandonment of the unit for which the assessment was made.

11.3 Assessments and installments thereon not paid when due shall bear interest from the date when due until paid, at the rate of ten percent (10%) per annum.

11.4 The Association shall have a lien on each condominium parcel for any unpaid assessments and interest thereon against the owner of such condominium parcel, until paid. Such lien shall also include reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such liens shall be executed and recorded in the Public Records of Sarasota County, Florida, in the manner provided by law, but such liens shall be subordinate to the lien of any mortgage or other lien recorded prior to the time of the recording of the claim of lien by the Association.

11.5 Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in Chapter 718, Florida Statutes.

11.6 Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit as set out in greater detail in the statutes made and provided for same.

12. TERMINATION OF CONDOMINIUM. If all unit owners, and the holders of all liens affecting any of the condominium parcels execute and duly record an instrument terminating the condominium property, said property shall be deemed to be thereafter owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall then become the percentage of the undivided interest previously owned by such owner in the common elements.

13. EQUITABLE RELIEF. In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a court of competent jurisdiction for equitable relief, which may, but need not necessarily include a termination of the condominium and a partition.

14. LIMITATION OF LIABILITY.

14.1 The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

14.2 The owner of a unit shall have no personal liability for any damage caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house.

15. LIENS.

15.1 Subsequent to recording this Declaration no liens of any nature shall thereafter arise or be created against the condominium property as a whole except with the unanimous consent of the unit owners. During such period liens may arise or be created only against the several condominium parcels.

15.2 Labor performed or materials furnished to a unit shall not be the basis for the filing of a lien pursuant to the mechanics' lien law against the unit or condominium parcel of any unit owner not expressly consenting to or requesting the same. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon, but if duly authorized by the Association such labor or materials shall be deemed to be performed or furnished with the express consent of each unit owner and shall be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.

15.3 In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by payment of the proportionate amount attributable to his condominium parcel. Upon such payment it shall be the duty of the lienor to release the lien of record for such condominium parcel.

16. REMEDIES FOR VIOLATION. Each unit owner shall be governed by and conform with this Declaration and the Bylaws attached hereto. Failure to do so shall entitle the Association or any unit owner to recover damages or obtain injunctive relief, or both, but such relief shall not be exclusive of other remedies provided by law.

17. EASEMENTS.

17.1 Owner of units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their units over drives, walks and other common elements.

17.2 All condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which encroachment shall be permitted until such encroachment no longer exists.

18. MEMBERSHIP IN ASSOCIATION.

18.1 The Association was chartered to perform the acts and duties desirable for apartment house management for the units and common elements and to levy and enforce collection of assessments necessary to perform acts and duties as aforesaid.

18.2 All unit owners shall automatically be members of the Association and said membership shall terminate when they no longer own said units.

18.3 Owners of each unit shall collectively be entitled to one (1) vote in accordance with voting privileges set forth in the Bylaws attached hereto as Exhibit "C".

19. ASSESSMENTS.

19.1 The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses for taxes, if any, and insurance, plus operating and maintenance expenses.

19.2 The annual assessment for each fiscal year against each unit is set forth in paragraph 5 above. Such assessments shall be due in monthly installments on the first day of each month of the year for which the assessments are made, but the Board of Directors has the power to establish other collection procedures. In addition, the Association has the power to levy equal special assessments against each unit if a deficit should develop in the treasury for the payment of common expenses.

20. SALE, RENTAL, LEASE OR TRANSFER. In order to assure a community of congenial residents and thus protect the value of the units, the sale, leasing and mortgaging of units by any owner other than the Developer shall be subject to the following provisions:

SEE  
AMENDMENT

20.1 SALE OR LEASE. No unit owner may lease his apartment for a term of less than ninety (90) days without prior approval of the Board of Directors of the Association.

No unit owner may dispose of a unit or any interest therein by sale without prior approval of the Board of Directors of the Association except where such sale is to a member of the Association. If the purchaser is a corporation, the approval may be conditioned upon the approval of all the intended occupants of

the unit. The approval of the Directors shall be obtained in the manner hereinafter provided; EXCEPT, the provisions of this Section 20 shall not apply to a transfer to or a purchase by a bank, life insurance company or savings and loan association which acquires its title as the result of owning a first mortgage upon the unit concerned, and this shall be so whether the title is acquired by a deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or Federal savings and loan association which so acquired its title.

SEE AMENDMENTS

a. NOTICE TO DIRECTORS. A unit owner intending to make a bona fide sale or a bona fide lease of over thirty (30) days of his unit, or of any interest therein, shall give notice to the Directors of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Directors may reasonably require, and the terms of the proposed transaction.

b. APPROVAL OF DIRECTORS. Within thirty (30) days after receipt of such notice, the Directors must either approve the transaction, or furnish a purchaser or lessee approved by the Directors who will accept the transaction upon the terms favorable to the Seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Directors may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated. The approval of the Directors shall be in recordable form and shall be delivered to the purchaser or lessee and recorded in the Public Records of Sarasota County, Florida.

21. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

a. Promptly pay the assessments levied by the Association.

b. Maintain in good condition and repair his unit and all interior surfaces within or surrounding his unit (such as the surfaces of the walls, ceiling, floors) whether or not part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.

c. No trucks, recreational vehicles, boats or trailers shall be permanently parked at any unit.

d. Not use or permit the use of his unit for any purpose other than as a single family residence and maintain his unit in a clean and sanitary manner.

e. Pets may be kept on the premises provided they are kept on a leash while outside of their owner's unit. If, however, in the opinion of a majority of the Board of Directors a particular pet constitutes a nuisance, then the owner when so



notified in writing, shall be required to immediately remove said pet from the premises.

f. Not make or cause to be made any structural addition or alteration to his unit or to the common elements without prior written consent of the Association and all mortgagees holding a mortgage on his unit.

g. Not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

h. Conform to and abide by the Bylaws and uniform house rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property, by, through or under him do likewise.

i. Make no alteration, decoration, repair, replacement or change of the common elements or to any exterior portion of the improvements within a unit.

j. Show no sign, advertisement or notice of any type on the common elements or his unit and erect no exterior antennas and aerials except as provided in uniform regulations promulgated by the Association.

k. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association shall pay for and be responsible for repairs and electrical wiring within the common elements.

l. Comply with all the provisions of this Declaration regarding rentals of his unit.

m. Allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements or to determine compliance with this Declaration and Bylaws of the corporation.

n. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments in the condominium, neither the apartment owners nor the Association, nor the use of the condominium property, shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, and showing of the property and the display of signs.

22. ENFORCEMENT OF MAINTENANCE. In the event the owner of a unit fails to maintain it as required above, the Association or any other unit owner shall have the right to proceed in a court

of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right for its employees or agents to enter the unit and do the necessary work to enforce compliance with the above provision.

23. INSURANCE. The insurance other than title insurance that shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

23.1 COVERAGE

a. Each unit owner shall, at his expense, cause all improvements located within his particular unit to be insured in an amount equal to the maximum insurable replacement value of said improvements, excluding foundation costs, and all personal property included in said improvements shall be insured for its value. Such coverage shall afford protection against:

1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement and to losses or damage due to vandalism and malicious mischief.

b. The Association shall purchase public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

c. The Association shall purchase workmen's compensation policy to meet the requirements of law.

d. The Association shall purchase such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

23.2 PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

23.3 In the event of damage by fire or other hazards, the individual unit owner shall be obligated to rebuild his particular condominium unit in conformance to the size and exterior elevation as it was prior to destruction.

24. The Developer shall have the right to utilize one of each different type of unit as a model for a period of five (5) years from the date of recording of this Declaration and to have located on the common property a sign on the premises adjacent to any street, advertising the model, size of sign not to violate any then existing county ordinance.

25. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the

use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a unit owner, and the term "association" is used synonymously with "corporation" and refers to VIVIENDA AT THE MEADOWS CONDOMINIUM ASSOCIATION, INC.

26. EXHIBITS. All exhibits attached hereto are incorporated herein by reference and made a part hereof.

27. IMPROVEMENTS. No improvements shall be built or materially altered within any unit except as may be approved in writing by the Developer; provided, however, that after five (5) years from date hereof or upon the sale of all units, whichever is sooner, then such approval or approvals must be obtained from the Association. Provided, further, this restriction shall not apply to the interior portion of any improvements located within the units.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its corporate officer and its corporate seal affixed hereto this 20th day of October, 1977.

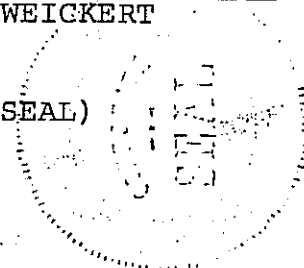
Signed, sealed and delivered in the presence of:

Anne Barnes  
Paul K. Chart

McNEARY REALTY CO.  
A Missouri corporation

By Maureen M. Schweickert  
MAUREEN M. SCHWEICKERT  
President

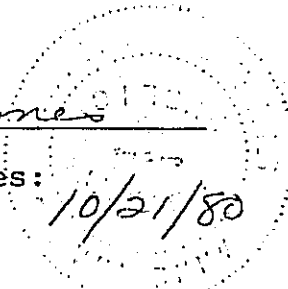
(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20th day of October, 1977, by MAUREEN M. SCHWEICKERT, as President of McNEARY REALTY CO., a Missouri corporation, on behalf of the corporation.

Anne Barnes  
Notary Public  
My Commission Expires: 10/21/80



DESCRIPTION

A tract of land in Section 14, Township 36 South, Range 18 East, Sarasota County, Florida described as follows: Commence at a concrete monument at the Northeast corner of Tract XVII of the Meadows Unit 1 Sub-division, as recorded in Plat Book 23, Pages 36 through 36 E, of the Public Records of Sarasota County, Florida; Thence South  $02^{\circ}35'36''$  West a distance of 40.00 feet to a concrete monument at the P.C. of a curve to the right having a central angle of  $64^{\circ}58'25''$  and a radius of 50.00 feet for a POINT OF BEGINNING; thence Southwesterly along the arc of said curve, a distance of 56.70 feet to a concrete monument; thence South  $67^{\circ}31'01''$  West a distance of 406.73 Feet to a point on the Northeasterly Right-of-Way of lateral B-C described in Chancery Order Book 3, Page 233, Article No. 381 of the aforementioned Public Records shown on the aforementioned Meadows Unit 1; thence South  $67^{\circ}32'01''$  West a distance of 54.60' to the Southeasterly line of Tract VIII of the aforementioned Meadows Unit 1; thence South  $67^{\circ}32'01''$  West a distance of 224.51 feet to a concrete monument; thence South  $00^{\circ}47'03''$  West a distance of 215.00 feet to a concrete monument; thence South  $89^{\circ}12'57''$  East a distance of 377.17 feet to a concrete monument at the P.C. of a curve to the left having a central angle of  $20^{\circ}53'00''$  and a radius of 869.18 feet; thence Easterly along the arc a distance of 316.80 feet; thence North  $02^{\circ}26'04''$  West a distance of 473.79 feet to the POINT OF BEGINNING, containing 5.46 Acres.

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FIRST AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM  
OF  
VIVIENDA AT THE MEADOWS  
A CONDIMINIUM

OR 1486 PG 1163

KNOW ALL MEN BY THESE PRESENTS: that VIVIENDA AT THE MEADOWS CONDOMINIUM ASSOCIATION, INC., pursuant to the affirmative vote of more than seventy-five percent (75%) of the units, as per the attached certificate, duly executed by the authorized officers of the Association, does hereby amend the Declaration of Condominium of VIVIENDA AT THE MEADOWS, A CONDOMINIUM, as follows:

Section 20. SALE, RENTAL, LEASE OR TRANSFER, and the subsections thereof, be amended by striking out said Section 20, and the subsections thereof, and by inserting a new Section 20, which shall read as follows:

"20. SALE, TRANSFER, LEASE OR OCCUPATION OF A UNIT.

In recognition of the close proximity of the units which exist in this condiminium, 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 the occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, all sales, transfers, leases and occupations of a unit shall be subject to the following restrictions:

20.1 No unit owner shall lease less than an entire unit, or lease an entire unit for a period of less than three (3) months, or lease a unit more than twice in any calendar year, so that the high quality of this condominium shall be maintained and shall not become a lodging facility

OR 1486 PG 1164

for transients. All leases for a term of more than one year shall be subject to an annual approval of the lessees. 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 another unit owner or lessee.

20.2 All sales, transfers, leases or change in occupation of a unit must be approved, in writing, by the Association, or its duly authorized officers, agents or committee, before such sale, transfer, lease or change in occupation of a unit shall be valid and effective. If a unit is owned by a corporation, a transfer of controlling interest of its share or occupancy by a family other than the one originally dwelling in the unit shall be deemed a sale or change in occupation of a unit.

20.3 Written application for such approval shall contain such information as may be required by application forms promulgated by 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.

20.4 In the event a lease or occupation of a unit is disapproved by the Board or its duly authorized officers, agent or committee within thirty (30) days after receipt of an application, the unit shall not be leased or so occupied.

OR 1486 PG 1165

20.5 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 thirty (30) 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 thirty (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 (3) 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 post-marked first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three (3) days before the proposed closing date or within ten (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.

OR 1486 PG 1166

20.6 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 six (6) months after the recording of such conveyance in the Public Records of said county, or sixty (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.

20.7 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 mortgages or the Developer."



PASSED AND ADOPTED this 6th day of January, 1982.

VIVIENDA AT THE MEADOWS CONDOMINIUM ASSOCIATION, INC.

OR 1486 PG 1167



By: Charles M. Furcht President

ATTEST:

Joseph A. Krupka Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Charles M. Furcht, as President, and Joseph A. Krupka, as Secretary, of VIVIENDA AT THE MEADOWS CONDOMINIUM ASSOCIATION, INC., the corporation described in and who executed the foregoing instrument and acknowledged before me that each of them executed the same on behalf of the corporation.

WITNESS my hand and official seal in the county and state aforesaid this 6th day of January, 1982.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC; STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MARCH 15, 1985  
BONDED BY ST. PAUL FIRE & MARINE INS. CO.



C E R T I F I C A T E

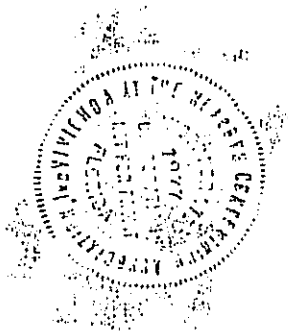
OR 1486 PG | 1168

I, Joseph A. Krupka, do hereby certify that I am the duly elected, qualified and acting Secretary of the VIVIENDA AT THE MEADOWS CONDOMINIUM ASSOCIATION, INC., and as such Secretary I have in my custody and keeping the books, records, minutes and corporate seal of said corporation.

I do further certify that the attached and foregoing is a complete and true copy of a First Amendment to the Declaration of Condominium of VIVIENDA AT THE MEADOWS, A CONDOMINIUM, which was duly adopted, at a meeting of the VIVIENDA AT THE MEADOWS CONDOMINIUM ASSOCIATION, INC., duly held on the 6th day of January, 1982, at which a quorum was present for the conducting of business, by the affirmative vote of more than seventy-five percent (75%) of the units, in accordance with due notice and in accordance with the requirements of the Declaration of said Condominium, and that said amendment is still in full force and effect.

Dated this 8th day of January, 1982.

Joseph A. Krupka  
Secretary



JAN 11 8 24 AM '82

FILED AND RECORDED  
R.H. HACKNEY JR. CLERK  
SARASOTA, FLORIDA

157298

Prepared By:

NORMAN E. JACOBSON  
 1390 Main Street, Suite 922  
 Sarasota, Florida 33577

## SECOND AMENDMENT

## TO THE DECLARATION OF CONDOMINIUM

OF

VIVIENDA AT THE MEADOWS

A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS: that VIVIENDA AT THE MEADOWS CONDOMINIUM ASSOCIATION, INC., pursuant to the affirmative vote of more than seventy-five percent (75%) of the units, as per the attached certificate, duly executed by the authorized officers of the Association, does hereby amend the Declaration of Condominium of VIVIENDA AT THE MEADOWS, A CONDOMINIUM, as follows:

Section 23 shall be amended by striking out paragraph "a" of Subsection 23.1 thereof in its entirety and by inserting therein in lieu thereof a new paragraph "a" of Subsection 23.1 which shall read as follows:

"a. As agent for and on 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 as may be available. All hazard policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy. 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

O.R. 1843 PG 0585

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."

PASSED AND ADOPTED this 13 day of ~~January~~ <sup>MARCH</sup>, 1986.

VIVIENDA AT THE MEADOWS CONDOMINIUM ASSOCIATION, INC.

By: Theodore Scandurra  
President

ATTEST:

Dona C. Munson  
Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Theodore Scandurra, as President, and Dona C. Munson, as Secretary, of VIVIENDA AT THE MEADOWS CONDOMINIUM ASSOCIATION, INC., the corporation described in and who executed the foregoing instrument and acknowledged before me that each of them executed the same on behalf of the corporation.

WITNESS my hand and official seal in the county and state aforesaid this 13 day of ~~January~~ <sup>MARCH</sup>, 1986.

Lois P. Covert  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JAN. 1, 1989  
BONDED THRU GENERAL TAX. UND.

C E R T I F I C A T E

O. R. 1843 PG 0587

I, DONNA MUNSON, do hereby certify that I am the duly elected, qualified and acting Secretary of the VIVIENDA AT THE MEADOWS CONDOMINIUM ASSOCIATION, INC., and as such Secretary I have in my custody and keeping the books, records, minutes and corporate seal of said corporation.

I do further certify that the attached and foregoing is a complete and true copy of an Amendment to the Declaration of Condominium of VIVIENDA AT THE MEADOWS, A CONDOMINIUM, which was duly adopted at a meeting of the VIVIENDA AT THE MEADOWS CONDOMINIUM ASSOCIATION, INC., duly held on the 21 day of January, 1986, at which a quorum was present for the conducting of business, by the affirmative vote of more than seventy-five percent (75%) of the units, in accordance with due notice and in accordance with the requirements of the Declaration of said Condominium, and that said amendment is still in full force and effect.

Dated this 13 day of <sup>MARCH</sup> ~~January~~, 1986.

Donna C. Munson  
Secretary

MAR 21 3 05 PM '86  
FILED AND RECORDED  
R.H. HAYES  
SARASOTA CO. FLA.