

DECLARATION OF CONDOMINIUM
OF

WEYBRIDGE
a Condominium

MADE by the undersigned Developer, for itself, its successors, grantees and assigns.

The undersigned Developer, being the owner of fee simple title of record to those certain lands located and situate in Sarasota County, Florida, being more particularly described in an Exhibit "A" attached hereto, does hereby submit the said lands and improvements thereon to condominium ownership pursuant to the presently existing provisions of Chapter 718 of the Florida Statutes, hereinafter called the "Condominium Act".

1. The name by which this condominium is to be identified is WEYBRIDGE, a Condominium.

2. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of WEYBRIDGE CONDOMINIUM ASSOCIATION, INC., shall be defined in accordance with the provisions of the Condominium Act, and as follows, unless the context otherwise requires:

(a) Condominium Unit means unit as defined by the Condominium Act.

(b) Unit owner means unit owner as defined by the Condominium Act.

(c) Association means WEYBRIDGE CONDOMINIUM ASSOCIATION, INC., and its successors.

(d) 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;

(e) Common elements shall include:

(1) All of those items stated in the Condominium Act;

(2) Tangible personal property required for the maintenance and operation of the condominium even though owned by the Association;

(3) All condominium property not included in the condominium units;

(4) Easements as set forth herein.

(5) All structural columns, and bearing walls regardless of whether they are located within or without the unit boundary lines.

(6) All parking areas, driveways, and other means of ingress and egress (except those parking areas which are designated limited common elements).

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(7) 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 interior surface of the unit boundary wall.

(8) All utility areas and installations and all utility services which are available to more than one unit or to the common elements, including easements through the units necessary to provide such services.

(f) Common Expenses. The common expenses shall include:

(1) Costs of operation, maintenance, repair and replacement of the common elements and limited common elements;

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

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

(4) Labor, material and supplies used in conjunction with the common elements;

(5) Damages to the condominium property in excess of insurance coverage;

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

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

(8) All other 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.

(g) Utility services shall include, but not be limited to electric power, gas, water, air conditioning, and garbage and sewage disposal and cable television services.

(h) Developer means MONARCH HOMES OF SARASOTA, INC., a corporation existing under the laws of the State of Florida.

(i) Limited common elements means those common elements which are reserved for the use of a certain condominium unit or certain units to the exclusion of the other units.

3. Survey and Plot Plan: A survey of the land and plot plan locating the improvements thereon and identifying each condominium unit and the common elements, their relative locations and approximate dimensions, is attached hereto as Exhibit "B" and is recorded in Condominium Book 24 at pages 31-31C, Public Records of Sarasota County, Florida. The locations, dimensions, descriptions, identification and numbering or lettering of the respective condominium units shall be as described in Exhibit "B" and any subsequent amendments thereto as is hereinafter provided. If construction of a building is not substantially completed as of the date of this Declaration, then upon substantial completion of such improvements this Declaration shall be amended to include a certificate of a

licensed surveyor in conformity with the requirements of the Condominium Act of Florida.

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4. The Unit: A unit shall consist of the space defined in Exhibit "B". In the event that the actual physical location of any unit at any time does not precisely coincide with Exhibit "B" and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in Exhibit "B" and subsequent amendments. In the event of a total or substantial destruction of the building, the locations, dimensions and descriptions of the respective units as contained in Exhibit "B" and subsequent amendments will control. By acceptance of a deed to any condominium unit, the respective grantees agree for themselves, their heirs, successors and assigns and the holders of any mortgages, liens or other interests in or to any unit agree that Developer shall have the right to amend this Declaration and the condominium plat as may be necessary or desirable from time to time to identify, locate and dimension any units which are not completed at the date of this Declaration. Such amendments shall be executed by the Developer 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. Amendments shall take effect immediately upon recordation in the Public Records of Sarasota County, Florida.

5. Limited Common Elements: The Limited Common Elements, the use of which shall be limited to those unit owners to whom such use is assigned by means of the Declaration, Amendments thereto, assignments executed by the Developer, or by the Association, include:

(a) Designated Parking Spaces. The uncovered parking spaces shown on Exhibit "B", which are assigned by Developer as hereinafter provided, shall be Limited Common Elements appurtenant to the units to which assigned. Parking spaces shall be assigned so as to provide a parking space for each unit.

In the event a specific parking space is assigned in connection with the sale of condominium unit by the Developer, the right to use of the said designated parking space shall be an appurtenance to the condominium unit owned by the owner to whom such space is initially assigned. The Association shall not thereafter reassign or change said owner's parking space without his written consent. Provided further, said unit owner shall not transfer or assign use of the said parking space except in connection with the sale of the unit or with the consent of the Association. A conveyance of the unit shall also transfer, as an appurtenant to said unit, the designated parking space, without necessity of reference to or description of the parking space.

Designation of a parking space assigned to a unit owner may be made in the deed of conveyance, or by the condominium plat attached as Exhibit "B", or by separate written assignment, and nothing herein shall be interpreted so as to prohibit the Developer from assigning more than one parking space as an appurtenance to a condominium unit. It is expressly acknowledged that the Developer may make an additional charge or increase to the purchase price of a unit in consideration for designating one or more parking spaces as a Limited Common Element appurtenant to said unit.

During such time as the Developer shall own any units in the condominium and shall not have designated in respect of such units the required number of parking spaces, the Developer shall control and have the right in lieu of the Condominium Association to make all designations of parking. Until the Developer shall, in whole or in part, relinquish the right to

designate the parking spaces or until the Developer has designated with respect to all unsold units retained by the Developer or owned by the Developer (or the Developer's successor as Developer) the required number of parking spaces, the Condominium Association shall not exercise the right and authorities herein granted to the Condominium Association in respect of parking, but all such rights shall be exclusively exercisable by the Developer. The Developer may at any time by an instrument in writing delivered to the Condominium Association relinquish in whole or in part any of its rights herein relative to the designation of parking spaces. This provision regarding parking may not be amended without the written consent of the Developer during such periods of time as the Developer shall have any rights hereunder to designate or control the designation of parking spaces.

(b) Exterior Stairways. All exterior stairways that serve second floor condominium units are limited common elements appurtenant to the unit or units served whether or not shown on the plat.

(c) Other Areas. All other areas designated as Limited Common Elements on Exhibit "B".

6. The Condominium Association. The corporation which will be responsible for the operation of the condominium will be an incorporated association known as WEYBRIDGE 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, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, Florida, 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 "C". The Bylaws governing the operation of the condominium and of the Association are attached hereto and marked Exhibit "D". 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.

7. Percentage of Ownership of Common Elements and Surplus: The ownership and the undivided shares of the respective condominium units in the common elements and the common surplus shall be equal among all units. There are ninety-six (96) condominium units in this condominium. Accordingly, the undivided share in the common elements and common surplus appurtenant to each unit shall be 1/96th part.

8. Liability for Common Expenses: Each condominium unit owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share of the common elements appurtenant to the condominium unit.

9. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists:

(a) Specific Use Restrictions. No owner, tenant or other occupant shall:

(1) Use the unit for other than single family residence purposes;

(2) 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;

(3) Permit loud and objectionable noises or obnoxious odors to emanate from the unit, which may cause a nuisance to the occupants of other units in the sole opinion of the board.

(4) 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 facing the exterior of the unit without a solid, light color liner acceptable in color to the board of directors; 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 or limited common elements; nor any of the foregoing without the prior written consent of the board of directors;

(5) 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 or limited common elements, except with the written consent of the board of directors;

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

(7) Fail to conform to and abide by the Bylaws and the uniform rules and regulations in regard to the use of the units, the common elements and the limited 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;

(8) 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;

(9) 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;

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

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

(12) Obstruct the common way of ingress or egress to the other units or the common elements;

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

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

(15) Allow any fire or health hazard to exist;

(16) Allow any animals to be kept in the unit other than one small cat or small dog not exceeding 15 inches at the shoulder in height, 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; authorized pets are only allowed on the common areas when on a leash, accompanied by its owner and then only so long as the pet does not disturb the common areas;

(17) Enclose the entranceway, patio, porch or interior garden except with the written consent of the board of directors;

(18) Park other than non-commercial vehicles in any parking area or driveway except service vehicles during the time they are actually serving the unit or common elements;

(19) Lease less than an entire unit; (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); and

(20) 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.

(b) Proviso. Provided, however, notwithstanding anything to the contrary contained herein, until Developer has closed the sale of all of the condominium units of the condominium, neither the condominium unit owners nor the Association, nor the use of the condominium property shall interfere with the sale of the condominium units. Developer may make such use of the unsold units, common elements and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

(c) Provided Further. Notwithstanding anything to the contrary contained herein, no change shall be made in paragraph 9(a)(19) above or to further restrict the leasing of units without prior approval by not less than seventy-five percent (75%) of the unit owners and the written consent of Developer if Developer owns a condominium unit.

10. Maintenance, Repair and Replacement. Responsibility for the maintenance, repair and replacement of common elements, common facilities, limited common elements, or units shall be as follows:

(a) By the Association. The Association shall maintain, repair and replace as part of the common expense all of the common elements, common facilities, and limited common elements as defined herein. 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. If the board determines that any maintenance or repair required to be made by the Association was necessitated by the carelessness or negligence of the unit owner, his tenants or his guests, the cost of such maintenance and repair shall be assessed against the unit owner and may be collected as any other assessment provided herein.

(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 or limited common elements as defined herein, including but not limited to:

(1) Paint, finish, covering, wallpaper and decoration of all walls, floors and ceiling;

(2) All built-in shelves, cabinets, counters, storage areas, and closets;

(3) Any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment, and all bathroom fixtures, equipment and apparatus, within his unit;

(4) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, serving only one unit;

(5) All mechanical, ventilating, heating and air conditioning equipment serving the respective units regardless of whether such equipment may be located partially or entirely outside of the boundaries of the unit;

(6) All interior doors, walls, partitions, and room dividers;

(7) All furniture, furnishings and personal property contained within a unit;

(8) Glass or screened surfaces of windows, wood louvers, exterior doors, porches, or lanais, provided that any replacement or modification of same must be approved in advance by the Association or by the Developer so long as it is managing the affairs of the Association.

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 agent for the insured 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 Twenty Thousand Dollars (\$20,000.00) 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, by means of a special assessment. The Association's insurance carrier shall not have a right of subrogation against a unit owner, but if it is determined by the board of directors 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 fifteen percent (15%) per annum from the date of such assessment, 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 Twenty Thousand Dollars (\$20,000.00), 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 this 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 Sarasota County will have the immediate effect of releasing all liens upon the respective units 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, the trustee shall apportion the remaining funds in its hands among the units according to the percentages of ownership of the common elements and sharing the common surplus as herein set forth. The 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 contained shall affect the priority of any construction mortgage of record as of the date of filing this Declaration or 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.

12. Liability Insurance: The Association shall obtain and maintain public liability insurance covering all of the common elements and common facilities 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. Should a claim against the Association result in a judgment in excess of insurance coverage, the board of directors may, to the extent required by the Condominium Act as amended, levy a special assessment against the unit owners in such amount as the board may deem appropriate to cover such excess liability, but in such event each unit owner shall be liable only for his pro rata share of such excess liability in the same percentage as his interest in the common elements and share of common expenses. 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. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the condominium units, the transfer of condominium units by any owner other than the Developer shall be subject to the provisions hereinafter set forth as long as the condominium exists.

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 or transfers of title of a unit before such sale or transfer 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 or transferee. 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. The consent of the Board of Directors of the Association shall not be required to lease or sublease a Unit.

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 fifteen (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 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 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 (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. 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.

The foregoing provisions of this paragraph 13 shall not apply to a transfer to, or purchase by a savings and loan associations, banks or insurance companies which acquire title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by such mortgagees. Neither shall such provisions require the approval of a purchaser who acquires title to a unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Neither shall any of the provisions of this section apply to the sale or lease of a unit by the Developer.

No condominium unit owner may mortgage his condominium unit nor any interest in it without approval of the Association except to a bank, life insurance company or a savings and loan association, or to a seller to secure a portion or all of the purchase price. The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

14. Assessments and Liens. The board of directors of the Association shall approve the annual budgets or 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 which are not paid when due shall bear interest from the due date until paid at the highest rate of interest permitted by law and shall be subject to such late charge

as may be established by uniform rules and regulations of the board. 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 ten (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 (1/4) of the current annual assessment) for working capital and to cover contingent expenses from time to time.

The Developer shall be excused from the payment of the share of the common expenses and assessments relating to units it is offering for sale for a period beginning with the recording of this Declaration and ending the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first unit occurs. However, the Developer must pay the portion of common expenses incurred during that period which exceeds the amount assessed against other unit owners.

Pursuant to Section 718.112(k) Florida Statutes reserves for the calendar year 1985 will be waived by Association action. Unless waived in future years, reserves will be included in assessments and the budget as required by statute.

Developer guarantees that the assessments for common expenses will not increase above the dollar figures in the calendar year 1985 Estimated Operating Budget (\$51.00/month/unit) during that year. Developer further guarantees that the assessments for common expenses for the calendar year 1986 will not increase to more than \$60.00/month/unit; and for the calendar year 1987 will not increase to more than \$65.00/month/unit. The Developer will fund any shortfall produced by collection of assessments at the guaranteed levels for the years 1985 and 1986. In consideration for Developer's guarantee Developer will not pay any assessments on unsold units. This composite Guarantee begins January 1, 1985 and ends December 31, 1986.

15. 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 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. During the continuance of any such default, the Association by action of the board of directors may terminate any or all services rendered to the unit or the unit owner including utility services which are paid by the Association.

16. Rights of Developer: Developer hereby reserves unto itself, its successors and assigns, the right to elect the directors of the Association in accordance with the provisions of Article XII of the Articles of Incorporation attached as Exhibit "C".

It is recognized that at the date hereof, construction of all of the improvements and the units contemplated by the survey, plot plan and floor plan described in Exhibit "B" 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

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improvements and units and effecting sale or lease of all of the condominium units. Developer shall have the right to maintain one or more model units to be used for display to prospective purchasers and may exhibit such signs and sale paraphernalia as may be desirable to effect such sales, and to use one or more units as an office for the exclusive use of Developer until such time as all units have been conveyed. With respect to all initial purchases from Developer, the Developer shall have the rights of the Association to approve all purchasers as provided in paragraph 13 herein.

During such time as the Developer, its successors or assigns, is in the process of construction on any portion of the condominium property, the Developer, its successors or assigns, reserve the right to prohibit access to any portion of the common elements of the condominium property to any owners, tenants, their guests or invitees, and to utilize various portions of the common elements in connection with such construction and development. No unit owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction.

17. 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 WEYBRIDGE, 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 and except when specific provisions hereof require a larger percentage of all voting rights, such provisions shall apply. 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 in WEYBRIDGE, 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 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.

18. Rights of Institutional First Mortgagees: Notwithstanding any provisions of this Declaration, the written consent of all savings and loan associations, banks and insurance companies holding first mortgages upon any of the condominium units shall be first obtained prior to any amendments to this Declaration, or termination of the condominium, which consent shall not be unreasonably withheld. Such savings and loan associations, banks and insurance companies holding first mortgages 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.

19. Termination: The condominium property may be removed from the provisions of this Declaration at any time by a vote of three-fourths (3/4) of the voting rights of all unit owners in WEYBRIDGE, unanimous written consent of all of the institutional first mortgage holders, and written consent of Developer until such time as Developer shall have conveyed title to all units of WEYBRIDGE, 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.

20. Covenants for the Meadows: This condominium is subject to a Declaration of Maintenance, Covenants and Restrictions on The Commons of the Meadows, which is recorded in the Public Records of Sarasota County, Florida, at Official Records Book 1113, at Page 715 and to an amendment thereto recorded in Official Records Book 1137, Page 1968 of said Public Records. All unit owners in this condominium 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. Pursuant to said Declaration of Maintenance Covenants and Restrictions, unit owners in this condominium are liable for assessments to The Meadowood Management Company, Inc., which assessment is in addition to a unit owner's share of the annual assessments for common expenses of this condominium.

21. Easements are expressly provided for and reserved:

(a) Right of Association to Create. Developer hereby reserves for and on behalf of itself and WEYBRIDGE CONDOMINIUM ASSOCIATION, INC., perpetual easements for 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. 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.

The Association, on its behalf and on behalf of all unit owners (each of whom hereby appoints the Association as his attorney-in-fact for this purpose), shall have the right to grant such additional electric, gas, other utility or service

or other easements, or relocate any existing easements or drainage facilities, in any portion of the condominium property, and to grant access easements or relocate any existing access easements in any portion of the condominium property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the condominium property or any portion thereof, or for the general health or welfare of the unit owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the units for their intended purposes. The Association, on behalf of itself and all unit owners (as such owners' attorney-in-fact), shall also have the right to transfer title to utility-related equipment, facilities or material to any public utility company or governmental agency which is assuming the obligation to maintain such equipment, facilities or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association. Furthermore, the Association shall have the authority to take any other action, on behalf of itself and all unit owners (as such owner's attorney-in-fact), to satisfy the requirements of any public utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

(b) Encroachments. In the event that any unit shall encroach upon any of the common elements or upon any other unit for any reason other than the intentional or negligent act of the unit owner, or in the event any common element shall encroach upon any unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

(c) Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the unit owners, Developer, and all those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

(d) Easements Reflected on Exhibit "B". Easements created and reserved by instrument recorded at Official Records Book 1621, Page 1825, Public Records of Sarasota County, Florida, and reflected on Exhibit "B" attached hereto.

22. Other Association Maintenance Responsibilities. The Association shall be responsible for maintaining the grass areas (a) between the property line of the condominium and the normal water line of the lake abutting the condominium, and (b) between the property line of the condominium and the paved portion of any abutting roadways.

23. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium and the Articles of Incorporation, Bylaws and rules and regulations of the Association shall not affect the validity of the remaining portions.

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 19th day of February, 1985.

Signed, sealed and delivered in the presence of:

MONARCH HOMES OF SARASOTA, INC., a Florida corporation

O.R. 1791 PG 2854

Richard J. Squires
Arthur A. [unclear]

By John M. Karber
AS VICE President
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 19th day of February, 1985 by JOHN M. KARBER as VICE President of MONARCH HOMES OF SARASOTA, INC., a Florida corporation, on behalf of the corporation.

Richard J. Squires

Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires March 30, 1985
Bonded By Ohio Casualty Company

JOINDER OF ASSOCIATION

O.R. 1791 PG 2855

WEYBRIDGE 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 it therein.

IN WITNESS WHEREOF, the undersigned has caused this joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 19th day of February, 1985.

Signed, sealed and delivered
in the presence of:

WEYBRIDGE CONDOMINIUM
ASSOCIATION, INC.

Richard J. [Signature]
[Signature]

By John W. Karel
As President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 19th day of February, 1985, by John W. Karel, as President of WEYBRIDGE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation.

[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida, at Large
My Commission Expires March 30, 1985
Bonded By Ohio Casualty Company

CONSENT OF MORTGAGEE

O.R. 1791 PG 2856

TAYLOR WOODROW HOMES LIMITED being the holder of that certain mortgage, dated September 29, 1983, and recorded September 30, 1983, in Official Records Book 1621, Page 1831, of the Public Records of Sarasota County, Florida, hereby consents to the filing of the foregoing Declaration in accordance with the applicable provisions of Florida Statutes, Section 718.04.

Signed, Sealed and Delivered
in the presence of:

TAYLOR WOODROW HOMES LIMITED

D. J. Conahlin

Enita L. Van



By: [Signature]
As President
Director & Agent
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Consent of Mortgagee was acknowledged before me this 25th day of February, 1985, by Roger Postlethwaite as Director & Agent, of TAYLOR WOODROW HOMES LIMITED, on behalf of said corporation.

[Signature]
NOTARY PUBLIC
My Commission Expires:
Notary Public State of Florida at Large
My Commission Expires May 3, 1987.
Bonded By U.S. Fire Insurance Co.

TSS:WEY-CON

EXHIBIT "A"
TO DECLARATION OF CONDOMINIUM

A tract of land lying in Section 12, Township 36 South, Range 13 East, Sarasota County, Florida described as follows:

O.R. 1791 PG 2857

Commence at a Sarasota County section corner monument at the Northwest corner of said Section 12; thence S-88-40'-41"-E along the Northerly line of said Section a distance of 75.00 feet to an SWN concrete monument said point being a point on a curve of which the radius point lies S-89-01'-16"-E a radial distance of 703.08 feet (the following 3 calls are 150 feet Northeastly of and parallel with the Northeastly line of The Meadows Unit 8 Subdivision recorded in Plat Book 28, Pages 41 through 41B of the Public Records of Sarasota County, Florida); thence Southeasterly along the arc through a central angle of 31-25'-22" a distance of 386.20 feet to the POINT OF BEGINNING; thence continue Southeasterly along the arc, through a central angle of 26-54'-39" a distance of 330.22 feet to an SWN concrete monument; thence S-57-24'-17"-E a distance of 997.25 feet to an SWN concrete monument at the PC of a curve to the left having a central angle of 90-00'-00" and a radius of 25.00 feet; thence Southeasterly and Northeastly along the arc a distance of 39.27 feet; thence N-32-35'-43"-E a distance of 179.57 feet; thence N-53-38'-44"-W a distance of 489.78 feet to a point on a curve of which the radius point lies N-12-55'-05"-E a radial distance of 176.58 feet; thence Northwestly along the arc through a central angle of 36-19'-14" a distance of 111.93 feet; thence N-40-45'-41"-W a distance of 81.00 feet to the PC of a curve to the left having a central angle of 40-30'-00" and a radius of 216.85 feet; thence Northwestly along the arc a distance of 153.29 feet; thence N-81-15'-41"-W a distance of 104.00 feet to the PC of a curve to the right having a central angle of 90-00'-00" and a radius of 175.00 feet; thence Northwestly and Northeastly along the arc a distance of 274.89 feet; thence N-08-44'-20"-E a distance of 30.00 feet to the PC of a curve to the right having a central angle of 11-56'-28" and a radius of 248.60 feet; thence Northeastly along the arc a distance of 51.81 feet; thence N-20-40'-47"-E a distance of 14.54 feet to the PC of a curve to the left having a central angle of 125-21'-27" and a radius of 52.18 feet; thence Northeastly, Northwestly and Southwestly along the arc a distance of 114.16 feet to the PCC of a curve to the left having a central angle of 26-00'-00" and a radius of 184.68 feet; thence Southwestly along the arc a distance of 83.80 feet to the PCC of a curve to the left having a central angle of 43-30'-00" and a radius of 100.26 feet; thence Southwestly along the arc a distance of 76.12 feet; thence S-05-49'-19"-W a distance of 56.00 feet to the PC of a curve to the right having a central angle of 75-00'-00" and a radius of 71.65 feet; thence Southwestly along the arc a distance of 93.92 feet; thence S-80-49'-19"-W a distance of 35.61 feet; thence S-59-30'-23"-W a distance of 29.68 feet to the POINT OF BEGINNING. Containing 7.254 acres.

AND

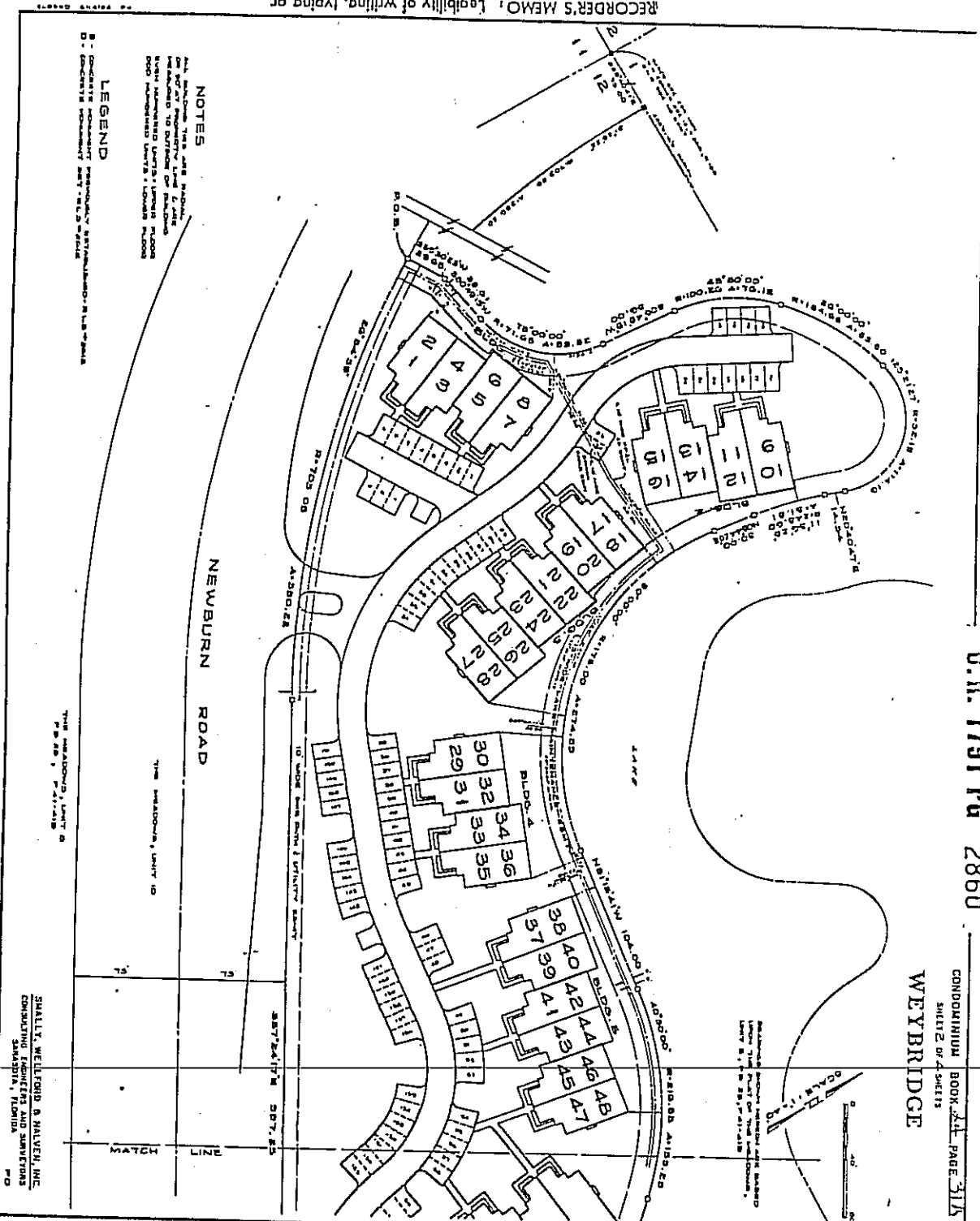
Commence at a Sarasota County section corner monument at the Northwest corner of said Section 12; thence S-88-40'-41"-E along the Northerly line of said Section a distance of 75.00 feet to an SWN concrete monument said point being a point on a curve of which the radius point lies S-89-01'-16"-E a radial distance of 703.08 feet (the following 2 calls are 150 feet Northeastly of and parallel with the Northeastly line of The Meadows Unit 8 Subdivision recorded in Plat Book 28, Pages 41 through 41B of the Public Records of Sarasota County, Florida); thence Southeasterly along the arc through a central angle of 53-23'-01" a distance of 716.42 feet to an SWN concrete monument; thence S-57-24'-17"-E a distance of 997.25 feet to an SWN concrete monument at the PC of a curve to the left having a central angle of 90-00'-00" and a radius of 25.00 feet; thence Southeasterly and Northeastly along the arc a distance of 39.27 feet; thence N-32-35'-43"-E a distance of 179.57 feet; thence N-53-38'-44"-W a distance of 390.81 feet to the POINT OF BEGINNING; thence continue N-53-39'-44"-W a distance of 73.45 feet to a point on a curve of which the radius point lies S-14-59'-22"-W a radial distance of 100.00 feet; thence Southeasterly along the arc through a central angle of 39-59'-32" a distance of 69.30 feet to the PRC of a curve to the left having a central angle of 01-45'-17" and a radius of 175.00 feet; thence Southeasterly along the arc a distance of 5.36 feet to the POINT OF BEGINNING. Containing 0.008 acres.

LESS THE FOLLOWING DESCRIBED TRACTS:

Commence at a Sarasota County section corner monument at the Northwest corner of said Section 12; thence S-88-40'-41"-E along the Northerly line of said Section a distance of 75.00 feet to an SWN concrete monument said point being a point on a curve of which the radius point lies S-89-01'-16"-E a radial distance of 703.08 feet (the following 2 calls are 150 feet Northeasterly of and parallel with the Northeasterly line of The Meadows Unit 8 Subdivision recorded in Plat Book 28, Pages 41 through 41B of the Public Records of Sarasota County, Florida); thence Southeasterly along the arc through a central angle of 58-23'-01" a distance of 716.42 feet to an SWN concrete monument; thence S-57-24'-17"-E a distance of 997.25 feet to an SWN concrete monument at the PC of a curve to the left having a central angle of 90-00'-00" and a radius of 25.00 feet; thence Southeasterly and Northeasterly along the arc a distance of 39.27 feet; thence N-32-35'-43"-E a distance of 179.57 feet; thence N-53-38'-44"-W a distance of 91.25 feet to the POINT OF BEGINNING; thence continue N-53-38'-44"-W a distance of 298.96 feet to a point on a curve of which the radius point lies N-53-13'-37"-E a radial distance of 175.00 feet; thence Southeasterly along the arc through a central angle of 21-28'-52" a distance of 65.61 feet to the PRC of a curve to the right having a central angle of 24-25'-54" and a radius of 187.50 feet; thence Southeasterly along the arc a distance of 79.95 feet to the PRC of a curve to the left having a central angle of 45-23'-11" and a radius of 187.50 feet; thence Southeasterly along the arc a distance of 148.53 feet to the PCC of a curve to the left having a central angle of 34-53'-52" and a radius of 25.00 feet; thence Southeasterly along the arc a distance of 15.23 feet to the POINT OF BEGINNING. Containing 0.105 acres.

AND

Commence at a Sarasota County section corner monument at the Northwest corner of said Section 12; thence S-88-40'-41"-E along the Northerly line of said Section a distance of 75.00 feet to an SWN concrete monument said point being a point on a curve of which the radius point lies S-89-01'-16"-E a radial distance of 703.08 feet (the following 2 calls are 150 feet Northeasterly of and parallel with the Northeasterly line of The Meadows Unit 8 Subdivision recorded in Plat Book 28, Pages 41 through 41B of the Public Records of Sarasota County, Florida); thence Southeasterly along the arc through a central angle of 58-23'-01" a distance of 716.42 feet to an SWN concrete monument; thence S-57-24'-17"-E a distance of 997.25 feet to an SWN concrete monument at the PC of a curve to the left having a central angle of 90-00'-00" and a radius of 25.00 feet; thence Southeasterly and Northeasterly along the arc a distance of 39.27 feet; thence N-32-35'-43"-E a distance of 179.57 feet; thence N-53-38'-44"-W a distance of 464.29 feet to the POINT OF BEGINNING; thence continue N-53-38'-44"-W a distance of 25.49 feet to a point on a curve of which the radius point lies N-12-55'-05"-E a radial distance of 176.56 feet; thence Northwesterly along the arc through a central angle of 18-47'-33" a distance of 57.92 feet to a point on a curve of which the radius point lies S-31-42'-44"-W a radial distance of 187.50 feet; thence Southeasterly along the arc through a central angle of 08-10'-18" a distance of 26.74 feet to the PRC of a curve to the left having a central angle of 30-45'-02" and a radius of 87.50 feet; thence Southeasterly along the arc a distance of 46.96 feet to the PRC of a curve to the right having a central angle of 05-51'-22" and a radius of 100.00 feet; thence Southeasterly along the arc a distance of 10.22 feet to the POINT OF BEGINNING. Containing 0.009 acres.



NOTES

1. CONDOMINIUM UNITS ARE SHOWN AS PER THE ATTACHED UNIT FLOOR PLANS. UNITS ARE IDENTIFIED BY BLOCK AND UNIT NUMBER. UNITS ARE IDENTIFIED BY BLOCK AND UNIT NUMBER.

LEGEND

1. CONDOMINIUM UNITS AS SHOWN ON THE UNIT FLOOR PLANS.

2. CONDOMINIUM COMMON AREAS AS SHOWN ON THE UNIT FLOOR PLANS.

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

SMALLY, WELLFORD & HALVER, INC.
CONSULTING ENGINEERS AND SURVEYORS
3840 21ST AVENUE, N.W.
ATLANTA, GEORGIA 30341

DATE: 11/11/83

BY: [Signature]

