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DECLARATION OF CONDOMINIUM

OF

VILLAS AT HARBOUR VILLAGE
A Condominium

Return To
RAISED, MODIFIED, LITIGATION,
CANCELS & REVISIONS, PA
1401 WARDLICK DRIVE
PORT CHARLOTTE, FLORIDA 33681
00-2-6-34 5/02 CSM

THIS DECLARATION is made this 10th day of October, 2000 by Montevideo Development Corporation, a Florida corporation, herein called Developer, for itself, its grantees and assigns:

- 1 **Purpose.** The purpose of this Declaration is to submit the lands herein described and the improvements now or hereafter constructed thereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, herein called the Condominium Act.
- 1.01 **Statement of Facts.** VILLAS AT HARBOUR VILLAGE, A CONDOMINIUM will consist of a total of eleven (11) units, consisting of one (1) building of eleven (11) units.
- 1.02 **Name.** The name by which this condominium is to be identified is VILLAS AT HARBOUR VILLAGE, a condominium. The name of the condominium association shall be VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., the address of the association is 14378 River Beach Drive, El Jobean, Florida.
- 1.03 **The Land.** The lands owned in fee simple by the Developer which are hereby submitted to the condominium form of ownership are the following described lands lying in Charlotte County, Florida:

Villas a Harbour Village, a condominium according to the plat thereof as recorded in Condominium Book 11, at Pages 181-182 through 182 of the Public Records of Charlotte County, Florida.
- 2 **Definitions.** The terms used herein and in the Bylaws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:
 - 2.01 **Architectural Review** means the administrative process provided hereinafter whereby the proposed maintenance, repair, reconstruction, replacement, rebuilding, alteration or modification of a Unit, including improvements thereon, are considered and approved or disapproved in accordance herewith.
 - 2.02 **Apartment** means a part of the condominium property which is subject to private ownership and is synonymous with "unit".
 - 2.03 **Apartment Building** means a separate building containing units or apartments.
 - 2.04 **Apartment Owner** means the fee simple Owner of a condominium parcel or the Owner of any lesser estate excluding however, a tenant or lessee, and also excluding the Association if it acquires title to one or more apartments.
 - 2.05 **Assessment** means a share of the funds required for the payment of common expenses, which from time to time are assessed against the apartment Owner.
 - 2.06 **Association** means VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC. and its successors.

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- 2.07 Board of Directors means the Board of Directors of the Association which is responsible for the administration of the Association, which shall mean the same as the term "Board of Administration" as used in the Condominium Act.
- 2.08 Bylaws means the Association Bylaws for the government of the condominium as they exist from time to time.
- 2.09 Common Elements means the portions of the condominium property not included in the Unit or apartment and shall include:
 - 2.09.01 The tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association.
 - 2.09.02 The personal property and installations required for furnishing utility and other services to more than one apartment or to an apartment other than the apartment containing the installation concerned, such as electric, gas, water, heating, air conditioning, garbage, sewer, telephone and cable TV.
 - 2.09.03 Easements, including but not limited to easements for support and access.
 - 2.09.04 The land and the parts of the apartment buildings not included in the several apartments.
 - 2.09.05 All other portions or elements of the condominium property which are traditionally of common use or necessary to the existence, upkeep and safety of the condominium.
- 2.10 Common Expenses means the expenses for which the several apartment Owners are liable to the Association and include:
 - 2.10.01 Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portion of apartments to be maintained by the Association.
 - 2.10.02 Expenses declared common expenses by provisions of this Declaration, the Bylaws or by proper resolution of the Association.
 - 2.10.03 Any valid charge against the condominium as a whole.
- 2.11 Common Surplus means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements over the amount of common expenses.
- 2.12 Condominium means that form of ownership of condominium property under which units or improvements are subject to ownership by one or more Owners, and there is appurtenant to each Unit as part thereof an undivided share in the common elements.
- 2.13 Condominium Parcel means a Unit together with an undivided share in the common elements which is appurtenant to the Unit.
- 2.14 Condominium Property means and includes the land in a condominium whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

- 2.15 The Condominium Documents shall be this Declaration together with the following exhibits which are made a part hereof:
- 2.15.01 Exhibit "A" - Legal description of VILLAS AT HARBOUR VILLAGE
- 2.15.02 Exhibit "B" - Survey and plot plan, elevation schematic, floor plans and surveyor certificate, recorded in Condominium Book 11, at Pages 158 through 161, inclusive, of the Public Records of Charlotte County, Florida
- 2.15.03 Exhibit "C" - Articles of Incorporation of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC.
- 2.15.04 Exhibit "D" - Bylaws of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC.
- 2.16 Limited Common Elements means and includes those common elements which are reserved for the use of a particular Unit or units to the exclusion of other units.
- 2.17 Record Owner means the fee simple Owner as reflected by the public records of Charlotte County, Florida, or records of the Association.
- 2.18 Singular, Plural Gender. Whenever the context so permits, the use of the singular shall include the plural, the plural the singular and the use of any gender shall be deemed to include all genders.
- 2.19 Unit. Synonymous with "Apartment".
- 2.20 Utility Services as used in the Condominium Act and construed with reference to this condominium, and as used in this Declaration and Bylaws, shall include, but not be limited to, electric power, telephone, water, garbage, trash and sewage disposal.
- 2.21 Institutional Mortgagee is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank, life insurance company, federal or state savings and loan, union pension fund, federal or state governmental agency or authority, the Developer or a lender generally recognized as an institutional type lender.
- 3 Development Plan. The condominium is described and established as follows:
- 3.01 Survey and Plot Plan. A survey and plot plan of the land showing the apartment building and improvements being submitted to a condominium by the Declaration is attached as Exhibit "B".
- 3.02 Easements. Each of the following easements are hereby granted, reserved or otherwise created in favor of the Developer its grantees, successors and assigns (and in favor of other public, private or franchised utility companies), and are covenants running with the land, and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium.
- 3.02.01 Utilities and Drainage. Drainage easements and easements for all water, sewer, electrical, cable TV, telephone and other utility lines and mains and drainage ditches, lines and structures, previously, now or hereafter providing service to the Condominium, the installation, repair, maintenance and replacement thereof and as may subsequently be required for utility services in order to adequately serve the Condominium and all parts thereof, including each and every Unit, provided, however, easements through a Unit shall not prohibit or impede the construction of a permitted improvement within the Unit

or, after a permitted improvement is actually constructed, unless approved in writing by the Unit Owner. The foregoing utility easements are and shall also be in favor of all utility companies servicing the Condominium, and

- 3.02.02 Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, walkway easements, walkovers, pathways and other paths, walks and lanes, if any, as the same may from time to time exist upon the Common Elements or across units as shown on the condominium plat; and for the service of vehicular traffic over, through and across such portion of the common Elements and Unit as may from time to time be intended for such purposes, but the same shall not give or create in any person the right to pass upon any portions of the Condominium property except those intended to be used for such purposes and reasonably suited therefor, and
- 3.02.03 Easement for Unintentional and Non-Negligent Encroachments. Easements shall exist for the continued existence, maintenance, repair, rebuilding and reconstruction of foundations, footings, slabs, walls, attachments to walls, utility, water, sewer, structural protrusions and roof overhang of permitted improvements where such a permitted improvement is primarily and substantially located upon and within one (1) Unit, but encroaches upon, into, under or over an adjacent Unit or portions of the Common Elements or Limited Common Elements. Similarly, easements shall exist for the encroachment of Common Elements or Limited Common Elements upon any Unit, Limited Common Elements or Common Elements as the case may be. Without limitation, easements shall exist for the encroachment by any one single family dwelling upon, into, under and over the contiguous Condominium Unit which shares a multi-family structure. It is anticipated that such encroachments shall be unintentionally created in the original construction of permitted improvements whenever the center line of a common party wall shall fail to coincide precisely with the Unit boundary set forth in Exhibit "B" attached hereto. After initial replacement or reconstruction of a permitted improvement in accordance with this Declaration, no additional encroachment shall be permitted as a result of the intentional or negligent act of a Unit Owner, his agents, the Association or its agents.
- 3.02.04 Maintenance and Repairs. The right to enter over, through and upon all the condominium property for the purpose of maintaining, repairing and replacing any portions of the Condominium that are the responsibility of the Association or a utility; provided, however, that entry within a permitted improvement except in the case of an emergency or to maintain, replace or repair utility facilities shall be permitted only with the consent of the Unit Owner or pursuant to legal process.
- 3.02.05 Vehicular Easement. An easement for vehicular traffic and an easement for pedestrian traffic, bicycles and golf carts (but no other vehicles) over and across the paved road running through or adjacent to Villas at Harbour Village which paved road is depicted graphically in the condominium plat.
- 3.03 Improvements. The Improvements upon the land include the following:
- 3.03.01 Apartment Building. The Condominium, when constructed in its entirety, shall include one (1) building as heretofore described in the "State of Facts". The building shall contain eleven (11) apartments. Each apartment consists of a living room, three bedrooms, two and one-half baths, a kitchen, dining area, storage/laundry room and a two balconies.
- 3.03.02 Other Improvements. Other improvements consist of the amenities as described in the Statement of Facts.
- 3.04 Apartment. The following general provisions shall apply to each apartment or Unit:

- 3.04.01 Boundaries. Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which boundaries are as follows:
- 3.04.01.01 Upper and Lower Boundaries. The upper and lower boundaries of each apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:
- 3.04.01.01.01 Upper Boundary. The horizontal plane of the undecorated finished ceiling, including the undecorated finished ceiling or overhead of any balcony.
- 3.04.01.01.02 Lower Boundary. The plane of the undecorated finished floor, including the plane of the undecorated finished floor of any balcony.
- 3.04.01.02 Perimetrical Boundaries. The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:
- 3.04.01.02.01 Apartment Interiors. The perimetrical boundaries of the apartment Unit shall be the vertical planes of the undecorated finished interior walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.
- 3.04.01.02.02 Balcony Boundaries. Included within each Unit are two balconies. The perimetrical boundaries of each balcony shall be the vertical planes of the undecorated finished walls bounding the balcony extended to intersections with each other and the upper and lower boundaries and the unpainted finished surface of the permitted balustrades or railing abutting or enclosing the balcony.
- 3.05 Limited Common Elements. Apartments shall have as limited common elements appurtenant thereto, if applicable:
- 3.05.01 A garage beneath the apartment, such space being for the sole and exclusive use of the corresponding apartment.
- 3.05.02 Air conditioning units located on the roof of each apartment are limited common elements and are for the sole and exclusive use of the corresponding apartment.
- 3.06 Common Elements. The common elements shall include the land and all other parts of the condominium not within the apartments.
- 3.07 Shared Use of Common Elements. Condominium Unit Owners shall have the usage of the common elements described in the Declaration.
- 3.08 Amendment of Plans and Completion of Additions or Improvements. Until such time as the Developer turns over control of the Condominium Association to the Unit Owners, the Developer specifically reserves the right, without joinder of any person, to make such changes in the Declaration and its attachments or in the plan of development, as may be required by any lender, governmental authority or as may be in its judgment necessary or desirable to carry out its overall plan for the Condominium, provided, that such amendment shall not increase the proportion of common expenses, nor decrease the ownership of common elements born by the Condominium Owners.
- 3.08.01 Alteration of Apartment Plans. Developer reserves the right to change the interior design and arrangement of all Units, and to alter the boundaries between Units, so long as Developer owns the Units altered. No such change shall increase the number of apartments beyond a total of eleven (11),

nor alter the boundaries of the common elements or change the allocation, proportion or percentage of ownership of the common elements without amendment of this Declaration by approval of the Association, apartment Owners, and owners of Mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one Unit is concerned, the Developer shall apportion between the units the shares in the common elements which are appurtenant to the units concerned.

3.08.02 Amendment of Declaration. An amendment of this Declaration reflecting such alteration of apartment plans by the Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, apartment Owners, or lessors or Mortgagees of apartments or of the Condominium, whether or not elsewhere required for an amendment.

4 The Apartments. The apartments of the Condominium are described more particularly and the entitlements and obligations of the Owners are established as follows:

4.01 Apartment Plans. Attached is Exhibit "B" delineating typical apartment floor plans.

4.02 Apartment Numbers. The identification of each Unit shall be by numerical order beginning with 501 and ending with 511 and the same shall be indicated on Exhibit "B".

4.03 Appurtenances to Apartments. The Owner of each apartment shall own a share and certain interest in the condominium property which are appurtenant to his apartment, including but not limited to the following items which are appurtenant to the several apartments as indicated:

4.03.01 Common Elements and Common Surplus. The undivided share in the lands, and other common elements and in the common surplus which is appurtenant to each apartment is as follows: An undivided 1/11th share to each Owner of an apartment.

4.03.02 Association Membership. Each apartment Owner shall be a member in the Association and shall share in the funds and assets held by the Association.

4.03.03 Common Expenses. Each apartment Owner shall be liable for a proportionate share of the common expenses as follows: 1/11th for each Owner of an apartment.

5 Maintenance, Alteration and Improvements. Responsibility for the maintenance of the condominium property, and restrictions upon the alteration and improvement therein, shall be as follows:

5.01 Apartments

5.01.01 By the Association. The Association shall maintain, repair and replace at the Association's expense:

5.01.01.01 All boundary walls and boundary slabs of a Unit except interior finished surfaces, and all portions of a Unit contributing to the support of the apartment building, which portions to be maintained shall include, but not be limited to, the outside walls of the apartment buildings and all fixtures on exterior boundary walls of the units, floor and ceiling slabs, load bearing columns and load bearing walls;

5.01.01.02 Balconies and verandas, except the painting of the floor and inside of the walls;

5.01.01.03 All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association; and all such facilities

contained within a Unit that service part or parts of the condominium other than the Unit within which such facilities are contained;

- 5.01.01.04 The limited common elements, except the Unit Owner shall maintain the interior of the laundry or storage area, including the painting of walls, ceiling and floor;
- 5.01.01.05 All incidental damage caused to a Unit by the Association in completing any of the foregoing work shall be repaired promptly at the expense of the Association; and
- 5.01.01.06 Provided that the Association shall have the authority to require Unit Owners at their expense to maintain, repair and replace awnings, screens and glass for windows and glass doors within their respective units except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

5.01.02 By the Apartment Owner. The responsibility of the apartment Owner shall be as follows:

- 5.01.02.01 To maintain, repair and replace at his expense all portions of his Unit except the portions to be maintained, repaired and replaced by the Association. This shall be done without disturbing the rights of the other Unit Owners.
- 5.01.02.02 The portions of a Unit to be maintained, repaired and replaced by the Unit Owner at his expense shall include, but not be limited to, the following items: air handling equipment of space cooling and heating, service equipment, such as dishwasher, laundry, refrigerator, oven and stove, whether or not electrical and plumbing fixtures, window glass, screens, floor coverings, except the floor slab; and inside paint and other inside wall finishes. The Unit Owner shall maintain all air conditioning and heating equipment appurtenant to his Unit and located outside the Unit and the interior of the limited common element designated as the laundry or storage area.
- 5.01.02.03 Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building. Balconies, verandas and porches that are not closed against the weather shall be included in this restriction.
- 5.01.02.04 To report promptly to the Association any defect or need for repairs for which the Association is responsible.
- 5.01.03 Alteration and Improvement. Except as elsewhere reserved to Developer, neither an apartment Owner nor the Association shall make any alterations in the portions of an apartment or apartment building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the apartment building, or impair any easements, without first obtaining approval in writing of Owners of all other apartments in the same building and approval of the Board of Directors of the Association. A copy of the plans for such work prepared by an engineer licensed to practice in this State shall be filed with the Association prior to the start of the work.

5.02 Common Elements

- 5.02.01 By the Association. The maintenance and operation of the common elements shall be the responsibility and expense of the Association.

- 5.02.02 Alteration, Improvement and Additions. After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration, further improvements nor additions to the common elements without prior approval in writing by the record Owners of all of the apartments.
- 6 Assessments. The making and collection of assessments shall be borne by the Unit Owners on a pro-rata basis on the same basis as ownership of common elements and as provided in the Bylaws.
- 6.01 Interest; Application of Payments. The portions of assessments and installments on assessments that are not paid when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payments upon accounts shall be applied first to interest and then to the assessment payment first due.
- 6.02 Lien for Assessments. The Association shall have a lien on each condominium parcel for any unpaid assessments and interest owed by the Unit Owner of such condominium parcel. Such claim of lien must state the description of the condominium parcel, the name of the record owner, the name and address of the association, the amount due, and the due dates. It must be executed and acknowledged by an officer or authorized agent of the association. No such lien shall be effective longer than 1 year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The 1 year period shall automatically be extended for any length of time during which the association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the parcel owner or any other person claim an interest in the parcel. The claim of lien shall secure all unpaid assessments which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien.
- 6.03 Rental Pending Foreclosure. If the Owner of a Unit remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit. If the unit is rented or leased during the pendency of the foreclosure action, the association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action.
- 6.04 Assessments Pending Foreclosure. Where the Mortgagee of a first mortgage of record or other purchaser of a condominium Unit obtains title to the condominium parcel as a result of a foreclosure of the first mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer of title, his successors and assigns, shall be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former Unit Owner of such parcel. The liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of the Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or one percent of the original mortgage debt. The provisions of this paragraph shall not apply unless the first mortgagee joined the Association as a Defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee. The person acquiring title shall pay the amount owed to the Association within thirty days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the parcel and proceed in the same manner as provided herein for the collection of unpaid assessments. A Mortgagee acquiring title to a condominium parcel as a result of foreclosure or a deed

In lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

- 7 Association. The operation of the condominium shall be by a corporation not for profit in accordance with the laws of the State of Florida, and shall fulfill its functions pursuant to the following provisions:

7.01 Name. The name of the Association is VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

7.02 Powers. The Association shall have all of the powers and duties set forth in the Condominium Act, the Declaration of Condominium, the Articles of Incorporation and the Bylaws to the extent that they are not inconsistent with the Condominium Act.

7.03 Members.

7.03.01 Qualification. The members of the Association shall consist of all of the record Owners of the apartments.

7.03.02 Change of Membership. After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Charlotte County, Florida, a deed or other instrument establishing a record title to an apartment in the Condominium and the delivery to the Association of a certified copy of such instrument, the Owner designated by such instrument thereby becoming a member of the Association. The membership of the prior Owner shall be thereby terminated.

7.03.03 Voting Rights. The members of the Association shall be entitled to cast votes for each apartment owned by them. The total vote of all Owners is eleven (11). Each apartment shall be entitled to one (1) vote.

7.03.04 Designation of Voting Representative. If an apartment is owned by one person, his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record Owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid unless revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any Owner thereof.

7.03.05 Approval or Disapproval of Matters. Whenever the decision of an apartment Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner in an Association meeting, unless the joinder of record Owners is specifically required by this Declaration.

7.03.06 Restraint Upon Assignment of Share in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

7.03.07 Limitation of Liability. The liability of any member is limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

- 7.04 Board of Directors. The affairs of the Association shall be conducted by a Board of not less than three (3) nor more than five (5) Directors who shall be designated and elected in the manner provided in the Bylaws.
- 7.05 Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expense and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a part, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights of which such director or officer may be entitled.
- 7.06 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by a latent condition of the property to be maintained and repaired by the Association, or by the elements or other Owners or persons.
- 7.07 Bylaws. The Bylaws of the Association shall be in the form attached as Exhibit "D".
- 7.08 Transfer of Control. When Unit Owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of fifty percent (50%) of the units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer of ninety percent (90%) of the units that will be operated ultimately by the Association. When all of the units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, or when some of the units have been sold and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall first occur or seven years after the recordation of the declaration of condominium. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units operated by the Association.
- 8 Insurance. The insurance, other than title insurance, which shall be carried upon the Condominium property and the property of the apartment Owners shall be governed by the following provisions:
- 8.01 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and the Owners and their Mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates or such Mortgagee endorsements to the Mortgagees of apartment Owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. Apartment Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses.
- 8.02 Coverage.

- 8.02.01 Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:
- 8.02.01.01 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
 - 8.02.01.02 Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.
- 8.02.02 Liability. The Association shall purchase and keep in effect policies of insurance generally known as public liability policies insuring the Association against all claims and demands made by any person or persons, for injuries received in connection with the use, operation or maintenance of the common elements, which insurance shall be in an amount to be determined annually by the Board of Directors of the Association.
- 8.02.03 Workmen's Compensation. The Association shall purchase and keep in effect a policy of insurance generally known as a Workmen's Compensation policy to meet the requirements of law.
- 8.02.04 Flood Insurance. The Association shall purchase and keep in effect policies of insurance generally known as flood insurance on all buildings in an amount not less than the minimum amount available under the National Flood Insurance Program.
- 8.02.05 Other Insurance. The Association shall purchase and keep in effect all such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.
- 8.03 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.
- 8.04 Insurance Trustee; Shares of Proceeds. All insurance policies proceeds purchased by the Association shall be for the benefit of the Association and the apartment Owners and their Mortgagees as their interest may appear and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which shall be a bank with trust powers doing business in Charlotte or Sarasota County approved by the Board of Directors of the Association. The Insurance Trustee shall not be liable for payment of premiums nor the renewal of the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment Owners and their Mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:
- 8.04.01 Common Elements. Proceeds on account of damage to common elements - an undivided share for each apartment Owner, such share being the same as the undivided share in the common elements.
 - 8.04.02 Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:
 - 8.04.02.01 When a building is to be restored - for the Owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment Owner, which cost shall be determined by the Association.

- 8.04.02.02 Should the condominium be terminated, as elsewhere provided herein, and the buildings not be restored then an undivided share for each apartment, such share being the same as the undivided share in the common elements appurtenant to such apartment.
- 8.04.03 Mortgagees. In the event a Mortgagee endorsement has been issued as to an apartment, the share of the apartment Owner shall be held in trust for the Mortgagee and the apartment Owner as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.
- 8.05 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:
- 8.05.01 Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefore.
- 8.05.02 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to apartment Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of an apartment and may be enforced by such Mortgagee.
- 8.05.03 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittances to apartment Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of an apartment and may be enforced by such Mortgagee.
- 8.05.04 Certificate. In making distribution to apartment Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment Owners and their respective shares of the distribution.
- 8.05.05 Association as Agent. The Association is hereby irrevocably appointed agent for each apartment Owner and for each Owner of a Mortgage or other lien upon an apartment and for each Owner or any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- 9 Reconstruction and Repair after Casualty.
- 9.01 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:
- 9.01.01 Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.
- 9.01.02 Apartment Buildings. Whether or not condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

- 9.01.02.01 Lesser Damage. If units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.
- 9.01.02.02 Major Damage. If units to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:
 - 9.01.02.02.01 Immediately after the determination of the amount of insurance proceeds, the Association shall give to all Unit Owners of the casualty the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.
 - 9.01.02.02.02 The notice shall call a meeting of Unit Owners to be held within thirty (30) days from the mailing of the notice.
 - 9.01.02.02.03 If the reconstruction and repair is approved at the meeting by the Owners of seventy-five percent (75%) of the common elements, the damaged property will be reconstructed and repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided.
 - 9.01.02.02.04 The approval of a Unit Owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.
 - 9.01.02.02.05 The expense of this determination shall be assessed against all Unit Owners as a common expense.
- 9.01.02.03 Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.
- 9.02 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with plans and specifications of original buildings, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is an apartment building, by the Owners of all damaged apartments therein which approvals shall not be unreasonably withheld.
- 9.03 Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment Owner, then the apartment Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.
- 9.04 Estimate of Cost. Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- 9.05 Assessments; Determination of Sufficiency of Funds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the

- costs are insufficient, assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as a common expense.
- 9.06 Construction Funds. The funds for payment of costs, costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment Owners shall be disbursed in payment of such costs in the following manner:
- 9.06.01 Association. If the total of assessments made by the Association in order to provide funds for payment of costs or reconstruction and repair which is the responsibility of the Association is more than Five Thousand Dollars (\$5,000.00) then the sums paid upon such assessment shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.
- 9.06.02 Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:
- 9.06.02.01 Apartment Owner. Any portion of Insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment Owner shall be paid by the Insurance Trustee to the apartment Owner or, if there is a Mortgagee endorsement as to such apartment, to the apartment Owner and the Mortgagee jointly, who may use such proceeds as they may be advised.
- 9.06.02.02 Association: Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand Dollars (\$5,000.00) then the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided, however, that upon request to the Insurance Trustee by a Mortgagee which is a beneficiary of an Insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the construction and repair of major damage.
- 9.06.02.03 Association: Major Damage. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand Dollars (\$5,000.00) then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an engineer qualified to practice in Florida and employed by the Association to supervise the work.
- 9.06.02.04 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from Insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere stated; except, however, that the part in a distribution to a beneficial Owner which is not in excess of assessments paid by such Owner into a construction fund shall not be made payable to any Mortgagee.
- 9.06.02.05 Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment Owners upon assessment shall be deposited by the Association with the Insurance Trustee, nor to determine whether the

disbursements from the construction fund are to be upon the order of the Association or upon approval of an engineer or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to whether surplus funds to be distributed are less than the assessments paid by Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a Mortgagee is herein required to be named as payee the Insurance Trustee shall also name the Mortgagee as payee; and further provided that when the Association, or a Mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires the approval of an engineer named by the Association shall be first obtained by the Association.

- 10 Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions so long as the condominium exists.
- 10.01 Apartments. Each of the apartments shall be used as a single family residence only and for no other purpose. No apartment may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred, without first amending this Declaration to show the changes in the apartments to be affected thereby.
- 10.02 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.
- 10.03 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is a source of annoyance to residents or which interferes with the peaceful possession or proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment Owner shall permit any use of his apartment or make any use of common elements which will increase the rate of insurance upon the condominium property.
- 10.04 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.
- 10.05 Leasing. Apartments may be leased in accordance with rules and regulations from time to time adopted by the board of Directors of the Association and upon approval by 2/3rds vote of the Unit Owners.
- 10.06 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than two-thirds (2/3) of the votes of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval or objection in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment Owners and residents of the condominium upon request.
- 10.07 Use of Common Areas. In addition to such regulations as may be from time to time duly adopted with respect to common areas, the following restrictions shall be applicable thereto:

- 10.07.01 No part of the condominium property, including assigned parking spaces, shall be used for the storage of travel trailers, utility trailers, boats or boat trailers.
- 10.07.02 All walkways, verandas and passageways used or set aside for pedestrian travel shall be kept clear at all times of obstacles of any kind.
- 10.07.03 No railing shall be used for the draping and drying of towels, swim suits, clothing or similar articles.
- 10.07.04 No outdoor clothes drying shall be allowed unless otherwise provided by the rules and regulations adopted by the Association in which event they shall be located within the side yard of an apartment building and shall be completely shielded from view through the use of shrubbery.
- 10.07.05 No bonfire, barbecue, cooking or broiling apparatus shall be permitted in the common areas except in specifically designated areas approved by the Association.
- 10.08 Proviso. Provided, however, that until the Developer has completed and sold all of the apartments of 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 sales of the apartments. Developer may make such use of the unsold units and common areas as it may find in its own best interest, including but not limited to maintenance of a sales office, one or more models, the showing of the property and display of signs and the leasing of unsold units.
- 10.09 Prohibitions.
 - 10.09.01 No Owner, tenant or other occupant of a residential permitted improvement built within a Unit shall:
 - 10.09.01.01 Paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony or exterior opening; place any draperies or curtains at the windows without a solid, light color liner acceptable in color to the Board of Directors facing the exterior; 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 or attach any structures or fixtures within the common elements; nor any of the foregoing without the prior written consent of the Board;
 - 10.09.01.02 Make any structural alterations (except the erection or removal of non-support carrying interior partitions wholly within the permitted improvement) to any Unit or to the common elements without the prior written consent of the Board of Directors;
 - 10.09.01.03 Permit loud and objectionable noises or obnoxious odors to emanate from the Unit nor play any organ or electronically amplified musical instruments or devices which may cause a nuisance to the occupants of the other Units in the sole opinion of the Board of Directors;
 - 10.09.01.04 Fail to conform to and abide by the Bylaws and the rules and regulations in regard to the use of the Units and the Common Elements which may be adopted from time to time by the Board of Directors, or fail to allow the Board of Directors or its designated agent to enter the Unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the Bylaws and rules and regulations of the Association; .

- 10.09.01.05 Erect, construct or maintain any wire, antennas, garbage or refuse receptacles or other equipment or structures on the exterior of the building or on or in any of the Common Elements, except with the written consent of the Board of Directors;
- 10.09.01.06 Obstruct the common paved road of ingress or egress to the other Units or the common Elements;
- 10.09.01.07 Hang any laundry, garments or other unsightly objects which are visible outside of a Unit;
- 10.09.01.08 Allow anything to remain in the common areas of the Unit which would be unsightly or hazardous;
- 10.09.01.09 Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each Unit and the Common Elements shall at all time be kept in a clean and sanitary condition;
- 10.09.01.10 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;
- 10.09.01.11 Allow any animals to be kept in the Unit that shall 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;
- 10.09.01.12 Park overnight or use for a living accommodation commercial vehicles, commercial trucks, boats, campers, trailers, mobile homes and similar vehicles in any parking area, except service vehicles during the time they are actually serving the Unit or Common Elements and golf carts and bicycles;
- 10.09.01.13 Conduct any motor repair or other repair work to a vehicle nor store any household articles, furnishings or furniture outside the permitted improvement;
- 10.09.01.14 Remove, damage or injure any trees or other landscaping provided within the Condominium;
- 10.09.01.15 Allow any lien pursuant to the Mechanics' Lien Law for labor performed on or materials furnished to his Unit against any other Unit or Condominium parcel of any other Unit Owners not expressly consenting to or requesting such labor or materials or against the Common Elements;
- 10.09.01.16 Fail to pay timely ad valorem taxes and special assessments by taxing authorities assessed against his Unit and not upon the Condominium property as a whole;
- 10.09.01.17 Prevent access by the Association to the Condominium Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units within the Condominium;
- 10.09.01.18 Permit the playing, lounging, parking and storing of personal property including, but not limited to, baby carriages, strollers, playpens, bicycles, tricycles, wagons, toys other vehicles, benches, chairs and golf carts, except in conformance with the rules and regulations of the Board of Directors;

- 10.09.01.19 Fail to pay promptly for damage due to the act or neglect of the Unit Owners, or of a member of his family or household pet or guest or other authorized occupant or visitor of such Unit Owner caused to the Common Elements or to a Unit or Units owned by others, or the maintenance, repair or replacement required by reason of such damage, as such payment shall be determined by the Board of Directors, to the extent not covered by insurance, if any;
- 10.09.02 No poultry, livestock or any animals of any kind shall be raised, kept, bred or maintained.
- 10.10 Residential Purpose. Each of the permitted improvements within a Unit shall be occupied only by the Owner, his tenants, servants and guests, and the respective families and guests of the Owner, as a temporary or permanent residence and for no other purpose, provided, however, that this restriction and limitation shall not prevent or be deemed to prevent the conveyance of a Unit to two or more persons unrelated by family ties or to a corporation, trust, partnership or other business entity.
- 10.11 Building, Plat, Location, Size, Structural Design and Color. The following sections entitled "Building Location", "Size of Home" and "Structure Design and Color" shall pertain only to improvements constructed by Unit Owners and not to improvements constructed by the Developer.
 - 10.11.01 Structure Design and Color.
 - 10.11.01.01 The Developer will strictly limit the exterior appearance of any structures built in the Condominium. Only those designs which truly fit the Condominium atmosphere and character will be approved. This may result in disapproval of designs which would be appropriate in other locations. It is specifically understood and agreed to by each Unit Owner that the Developer, in its sole discretion, has the right to approve or disapprove the design and color of any structure on any grounds whatsoever, including purely aesthetic considerations.
 - 10.11.01.02 Architectural designs should reflect "Old Florida" styling. This general statement leaves the latitude for individual decisions as to design. However, such designs must adhere to the following guidelines:
 - 10.11.01.02.01 All residences will be built of concrete masonry block;
 - 10.11.01.02.02 Extensive use of aluminum railings shall be employed;
 - 10.11.01.02.03 Roof materials will be of blue metal sheeting; no tile or gravel will be permitted;
 - 10.11.01.02.04 The exterior color will be off-white; this will not preclude the use of vinyl or other treated siding material of an appropriate color.
 - 10.11.01.03 The Developer specifically reserves the right to require a specific color or shade of stain if necessary to preserve the appearance or harmony of a given cluster of structures, or part of the Condominium.
 - 10.11.01.04 The Developer reserves the right to specify the exterior location of any air conditioning equipment.
 - 10.11.01.05 Storage or other units may not normally be built under a residence. Permission to do so will not be given unless the design hides such a structure from the view of other Units and their Owners.

10.11.02 Utilities Service and Fees

10.11.02.01 Each Unit's utility systems, including but not limited to water and/or sewage, which are provided by public or private utilities at time of completion, or to such additional systems as may be supplied in the future from time to time, shall be hooked up to the Association's meter and paid for by each Unit. Such systems may include the provision of electricity, water, sewer and telephone service. Owners are required to pay the cost of bringing utility services from their perimeter boundary to the Association's meter. The Owners shall pay all fees connected with the installation and use of such facilities, including plant capacity fees and meter installation charges. The payment of such fees is a condition precedent to obtaining approval of building plans.

10.11.02.02 Owners shall pay reasonable fees for utility service whether such service is provided by the Developer or other franchised utilities.

10.11.03 Landscaping. The landscaping for the project will be completed with the exterior of the Condominium is finished.

10.11.04 General Provisions.

10.11.04.01 No Owner shall maintain an outdoor clothes line.

10.11.04.02 No Owner shall erect any fence with approval of the Association.

10.11.04.03 No private wells may be drilled without approval of the Association. Such approval will not be given as long as an adequate water supply is available from a central source.

10.11.04.04 Each Unit Owner shall provide receptacles for garbage in a screened area not generally visible from the common pathways, or in an underground receptacle or similar facility. No Unit Owners shall maintain exposed fuel tanks.

10.11.04.05 The Association reserves the right to direct and control unloading, moving and storing of all building and other materials. Further, the Developer reserves the right to control, coordinate and supervise the activities of all contractors and construction personnel to protect against disruption of others.

10.11.04.06 No excavation may take place on any Unit without approval of the Association. This provision shall not apply to the Developer.

10.11.04.07 No Owner may subdivide his property without the consent of the Developer.

10.11.04.08 No commercial signs of any type, including "for rent", "for sale" or other similar signs, may be erected on any Unit or placed on any structure without written approval of the Association, unless required by legal proceedings. The Association will not grant permission for said signs unless their erection is reasonably necessary to avert extreme hardship to the Owner. This provision shall not be applicable to the Developer during the initial sales development period. "Name" signs on individual homes must be approved by the Association.

10.11.04.09 Owners may rent their residences to others when not used by them.

- 10.11.04.10 Natural or manmade drainage facilities shall not be installed, altered or interfered with in any way by Owners without prior approval of the Developer.
- 10.11.04.11 No Owner will be allowed to erect an exterior aerial or antenna. Owners may connect to the central television antenna system by payment of a connection fee representing the pro rata cost of such system, and any ongoing fees specified.
- 10.11.05 Party Walls. Where units shall abut a common or party wall, the Unit boundary shall be the interior surface of such wall. Where units abut common element areas such as a central corridor or elevator shaft, the boundary shall be the interior of such Unit boundary wall.
- 10.11.06 No Partition. There shall be no judicial partition of the common elements, nor shall Developer or any Owner or any other person acquiring any interest in the Condominium, or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Unit owned in co-tenancy.
- 11 Maintenance of Community Interests. In order to maintain a community of congenial residents and thus protect the value of the apartments, the transfer of apartments by any Owner other than the Developer shall be subject to the following provisions so long as the Condominium exists and any of the apartments in useful condition exist upon the land, which provisions each Owner covenants and observes:
- 11.01 Transfers Subject to Approval.
- 11.01.01 Sale. No apartment Owner may dispose of an apartment or any interest therein by sale without approval of the Association except to an apartment Owner.
- 11.01.02 Lease. No apartment Owner may lease, except as otherwise provided herein.
- 11.01.03 Gift, Devise or Inheritance. If any apartment Owner shall acquire his title by gift, devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.
- 11.01.04 Other Transfers. If any apartment Owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership to his apartment shall be subject to the approval of the Association.
- 11.02 Notice to Association.
- 11.02.01 Sale. An apartment Owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice may include a demand by the apartment Owner that the Association furnish a purchaser if the proposed purchaser is not approved, and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.
- 11.02.02 Gift, Devise or Inheritance; Other Transfers. An apartment Owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning

the apartment Owner as the Association may reasonably require, and a certified copy of the Instrument evidencing the owner's title.

11.02.03 Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

11.03 Certificate of Approval.

11.03.01 Sale. If the proposed transaction is a sale then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Charlotte County, Florida.

11.03.02 Gift; Devise or Inheritance; Other Transfers. If the apartment Owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the apartment Owner and shall be recorded in the Public Records of Charlotte County, Florida.

11.04 Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed in the following manner:

11.04.01 Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment Owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the apartment Owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment Owner must sell the apartment upon the following terms:

11.04.01.01 At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the rejected agreement, or shall be the fair market value determined by arbitration in accordance with the ten existing rules of the American Arbitration Association, except that the Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

11.04.01.02 The purchase price shall be paid in cash.

11.04.01.03 The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchaser, or within ten (10) days after the determination of the sales price if such is by arbitration, whichever is the later.

11.04.01.04 If the Association shall fail to provide a purchaser upon demand of the apartment Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement

to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

- 11.04.02 Gifts; Devise or Inheritance; Other Transfers. If the apartment Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment Owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment Owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the Owner must sell the apartment upon the following terms.
- 11.04.02.01 The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment by specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
- 11.04.02.02 The purchase price shall be paid in cash.
- 11.04.02.03 The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.
- 11.04.02.04 If the Association shall fail to provide a purchaser upon demand of the apartment Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.
- 11.05 Mortgage. No apartment Owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, federal or state savings and loan association or the Developer. The approval of any other Mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.
- 11.06 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by an institutional mortgagee, which acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an institutional mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquired the title to an apartment 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.
- 11.07 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.
- 11.08 Notice of Lien. An apartment Owner shall give notice to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien. Failure to comply with this section will not affect the validity of any judicial sale.

- 11.09 Notice of Suit. An apartment Owner shall give notice to the Association of every suit or other proceeding which may affect the title to his apartment. Such notices shall be given within five (5) days after the apartment Owner receives knowledge thereof.
- 12 Purchase of Units by Association. The Association shall have the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage and convey the same only in accordance with the following provisions:
 - 12.01 Decision. The decision of the Association to purchase a Unit and to acquire, hold, lease, mortgage and convey the same shall be made by its Board of Directors, without approval of its membership, except the decision whether to acquire a Unit to house a resident manager, which shall be made by a majority vote of the Unit Owners.
 - 12.02 Limitation. If at any one time the association be the Owner or contract purchaser of one (1) Unit, it may not purchase any additional Units without the prior written approval of seventy percent (70%) of members eligible to vote thereon. A member whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon, but the Association may vote the votes attributable to the Unit it owns. Provided, however, that the foregoing limitation shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.
- 13 Compliance and Default. Each apartment Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Bylaws and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of an apartment Owner to comply therewith shall entitle the Association or other apartment Owners to the following relief in addition to the remedies provided by the Condominium Act.
 - 13.01 Negligence. An apartment Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.
 - 13.02 Costs and Attorneys Fees. In any proceeding arising because of an alleged failure of an apartment Owner to comply with the terms of the Declaration, Bylaws and regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys fees as may be awarded by the Court, including, without limitation, an appellate court.
 - 13.03 No Waiver of Rights. The failure of the Association or any apartment Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Bylaws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.
- 14 Amendments. This Declaration of Condominium and the Bylaws of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., may be amended in the following manner as well as in the manner elsewhere provided:
 - 14.01 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

- 14.02 **Resolution.** A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors may express their approval in writing. Except as elsewhere provided, such approvals must be by not less than seventy-five percent (75%) of the votes of the members of the Association.
- 14.03 **Agreement.** In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record Owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Charlotte County, Florida.
- 14.04 **Proviso.** Provided, however, that no amendment shall discriminate against any apartment Owner or against any apartment or class or group of apartments unless the apartment Owners so affected shall consent; and no amendment shall change any apartment nor share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record Owner of the apartment concerned and all record Owners of mortgages thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record Owners of all mortgages upon apartments in the condominium shall join in the execution of the amendment.
- 14.05 **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 Public Records of Charlotte County, Florida.
- 15 **Termination.** The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.
- 15.01 **Destruction.** In the event it is determined in the manner elsewhere provided that there shall be no reconstruction because of major damage, the condominium plan of ownership will be thereby terminated without agreement.
- 15.02 **Agreement.** The condominium may be terminated at any time by the approval in writing of all of the Owners of the condominium, and by all record Owners of mortgages upon apartments therein owned by a bank, life insurance company, or a federal or state savings and loan association; or if a proposal to terminate is submitted to a meeting of the members of the Association the notice of which meeting gives notice of the proposed termination and if the approval of the Owners of not less than seventy-five percent (75%) of the common elements, and of the record Owners of all mortgages upon apartments in the condominium owned by a bank, life insurance company or a federal or state savings and loan association are obtained not later than thirty (30) days from the date of such meeting, then the approving Owners shall have an option to buy all of the apartments of the other Owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:
- 15.02.01 **Exercise of Option.** The option shall be exercised by delivery or mailing by registered mail to each of the record Owners of the apartments to be purchased of an agreement to purchase signed by the records Owners of apartments who will participate in the business. Such agreement shall indicate which apartments will be purchased by each participating Owner and shall agree to purchase all of the apartments owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

- 15.02.02 Price. The sales price of each apartment shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
- 15.02.03 Payment. The purchase price shall be paid in cash.
- 15.02.04 Closing. The sale shall be closed within ten (10) days following the determination of the sale price.
- 15.03 Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Charlotte County, Florida.
- 15.04 Share of Owners After Termination. After termination of the Condominium the apartment Owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgages and liens shall have mortgages and liens upon the respective undivided shares of the apartment Owners. Such undivided shares of the apartment Owners shall be the same as the undivided shares in the common elements appurtenant to the owners' apartment prior to the termination.
- 15.05 Amendment. This section concerning termination cannot be amended without consent of eighty percent (80%) of the apartment Owners and of all Owners of mortgages required to approve termination by agreement.
- 16 Assignment. The Developer reserves the right to assign and transfer all of its rights under this Declaration and its Exhibits and amendments to a third party which shall be by separate written agreement recorded in the Public Records of Charlotte County, Florida.
- 17 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Bylaws and regulations of the Association shall not affect the validity of the remaining portions thereof.
- 18 Waiver. No provision contained within this Declaration or within the Exhibits attached hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.
- 19 Common Docks.
- 19.01 Three (3) boat docks shall provide common dockage, if constructed, and shall be Common Elements. Such docks will initially be made available for Owners on a first come, first served basis on such rates and terms as may be determined by the Association. There will be an extra fee of \$2.00 per lineal foot per month based on the length of the vessel moored at the dock, payable to the Association at closing for the first year and each year thereafter in advance. This fee is subject to change by the Association.

The Association will be responsible for the cost of administration, maintenance, repair and reconstruction of such boat docks.

19.02 All of the above described boat docks may be made available on or before substantial completion of the Condominium or upon obtaining any and all permits for construction of the boat docks and completion of construction of same, whichever occurs last.

19.03 This offering makes and depicts representations that boat docks will be provided. These facilities may only be built if certain permits can be obtained from the appropriate local, state or federal authorities. All of these permits have not been obtained. If Developer fails to obtain all such permits on or before the date of this Declaration, Developer may elect not to provide boat docks.

IN WITNESS THEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:

John E. Alman
Witness
Printed Name: John E. Alman

Montevideo Development Corp., a Florida Corporation,

John P. Karpovich
Witness
Printed Name: John P. Karpovich

By: John E. Alman
John E. Alman, President

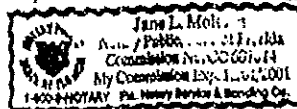
STATE OF FLORIDA
COUNTY OF CHARLOTTE

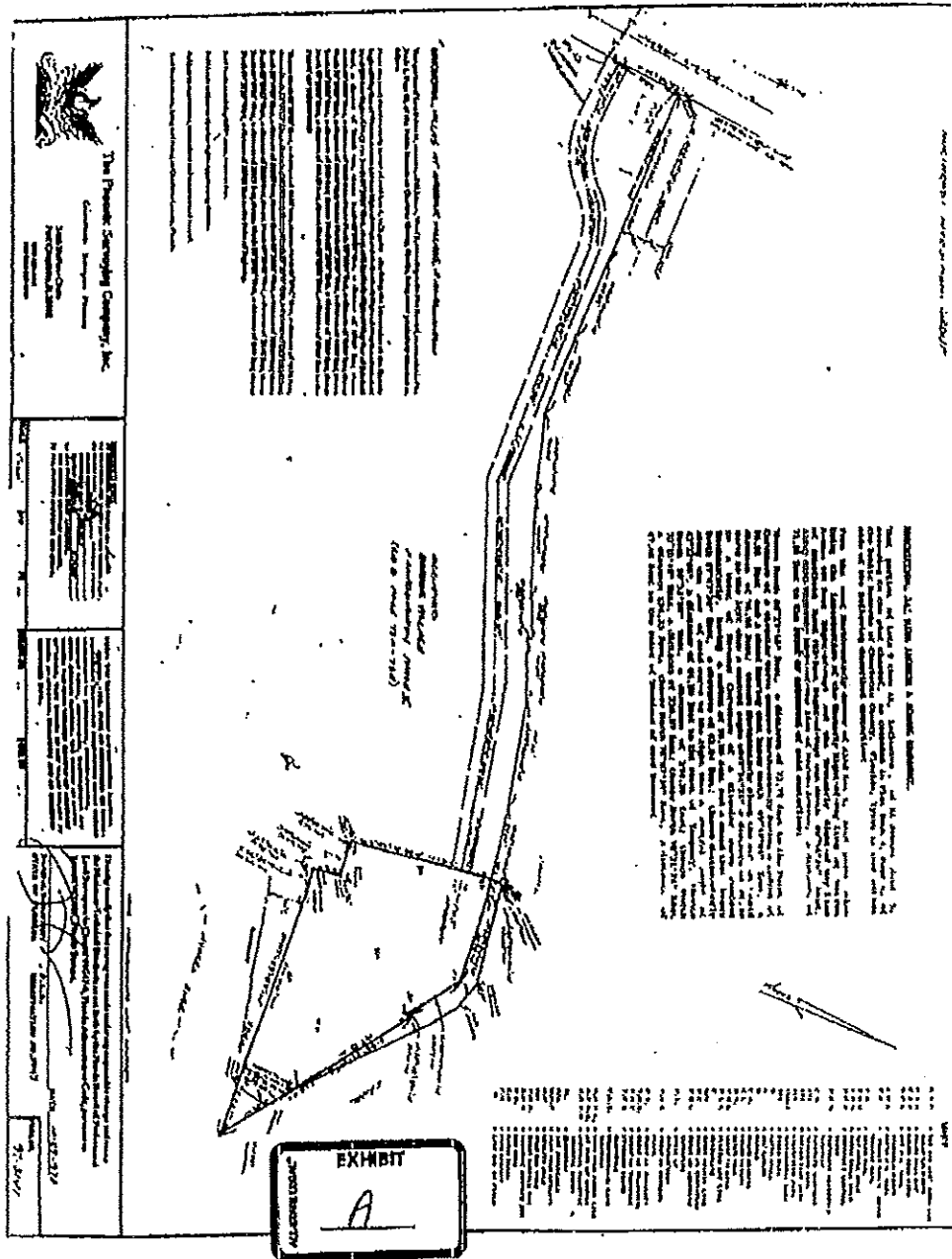
SWORN TO AND SUBSCRIBED before me, the undersigned authority, this 10 day of October, 2000, by John E. Alman, as President of Montevideo Development Corp., a Florida corporation, to me known to be the person described herein, and who did/did not take an oath.

John E. Alman
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY

Michael R. McKinley, Esquire
Battel, McKinley, Ingersoll,
Gunderson & Bernstein, P.A.
18401 Mudlock Circle
Port Charlotte, Florida 33948





The Phoenix Sewerage Company, Inc.
 100 North Central Avenue
 Phoenix, Arizona

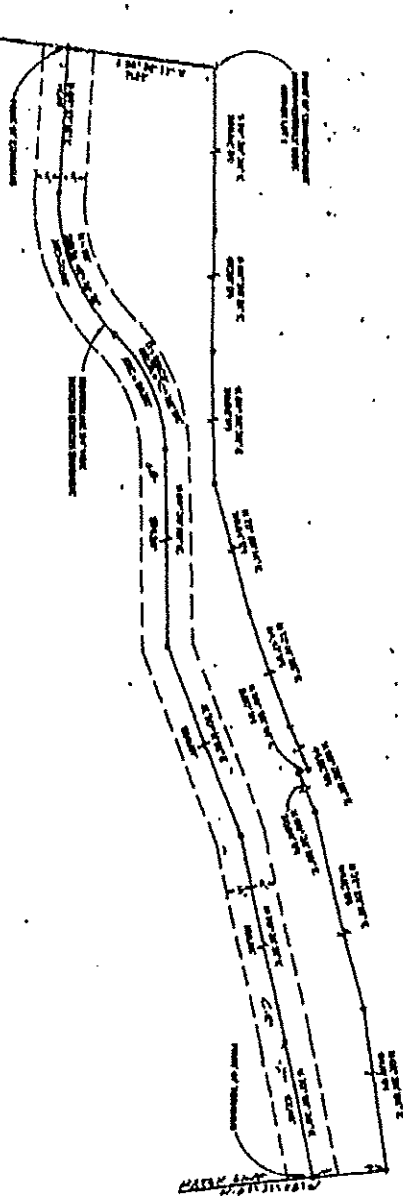
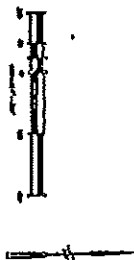
PROPOSED CANAL
 FROM THE PHOENIX SEWERAGE COMPANY, INC.
 TO THE PHOENIX SEWERAGE TREATMENT PLANT

THE PHOENIX SEWERAGE COMPANY, INC.
 100 North Central Avenue
 Phoenix, Arizona

PROPOSED CANAL
 FROM THE PHOENIX SEWERAGE COMPANY, INC.
 TO THE PHOENIX SEWERAGE TREATMENT PLANT

7-1-1917

LUZILINAPROSTHONAM F&H DURA F&H

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MEMBERS' RECORD.

MEMBERSHIP ROSTER BEING SET UP BY H. C. B. STANFORD, 1000 N. 10TH ST., ST. LOUIS, MO. 63104. ALL MEMBERS MUST BE RECOMMENDED BY TWO MEMBERS AND APPROVED BY THE BOARD. ALL MEMBERS MUST BE U.S. CITIZENS. ALL MEMBERS MUST BE AT LEAST 18 YEARS OF AGE.

41 J. C. STANFORD, LUTHERAN CHURCH MEMBERSHIP.

42 J. C. STANFORD, LUTHERAN CHURCH MEMBERSHIP.

43 J. C. STANFORD, LUTHERAN CHURCH MEMBERSHIP.

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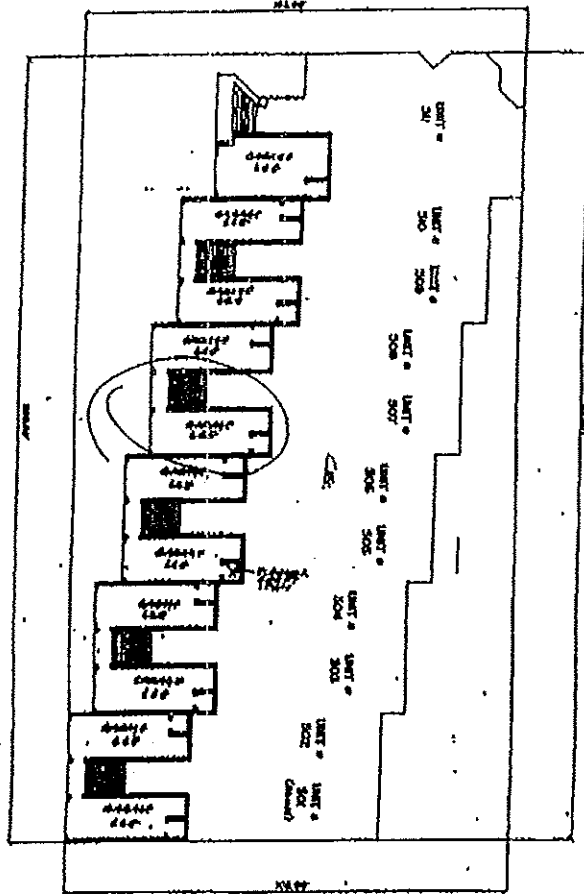
The report of the Secretary of
 the Board of Directors
 of the Board of Directors
 of the Board of Directors

THIS CONDOMINIUM PLAN IS A PART OF THE RECORDS OF THE CLERK OF THE DISTRICT OF COLUMBIA, AND IS SUBJECT TO THE REVISIONS AND AMENDMENTS THEREOF. THE CLERK OF THE DISTRICT OF COLUMBIA IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, NOR FOR THE RESULTS OF ANY ACTION TAKEN THEREON. THE CLERK OF THE DISTRICT OF COLUMBIA IS NOT A GUARANTEE OF THE INFORMATION CONTAINED HEREIN, NOR FOR THE RESULTS OF ANY ACTION TAKEN THEREON.

VILLAS AT HARBOUR VILLAGE A CONDOMINIUM

SECTION 20, DISTRICT OF COLUMBIA, AS SHOWN, BEING A PART OF THE CONDOMINIUM ACT, 1980.

CONDOMINIUM PLAN BOOK PAGE

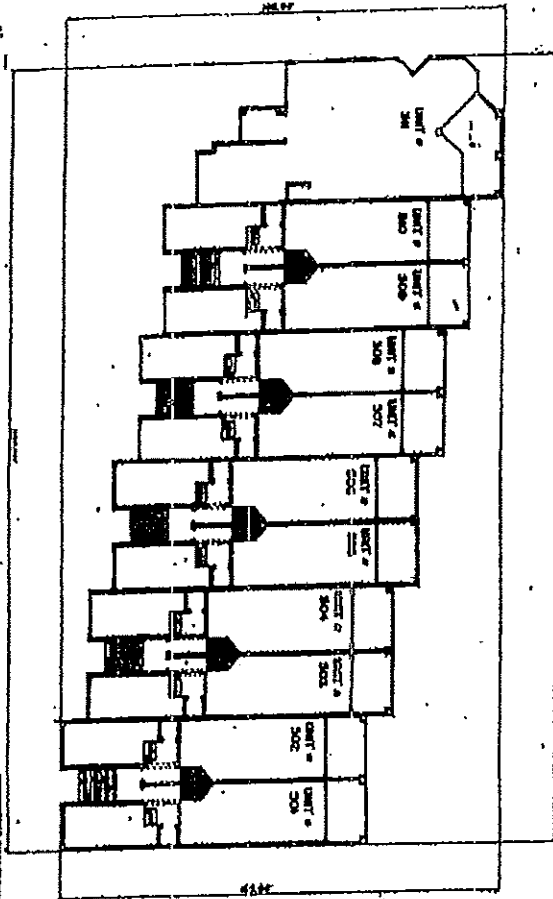


GROUND FLOOR PLAN
UNIT 100



VILLAS AT HARBOUR VILLAGE A CONDOMINIUM

APPROXIMATE UNIT LAYOUTS BASED ON PRELIMINARY CONCEPTUAL DESIGN ONLY. NOT TO BE USED FOR CONSTRUCTION.



FIRST FLOOR PLAN

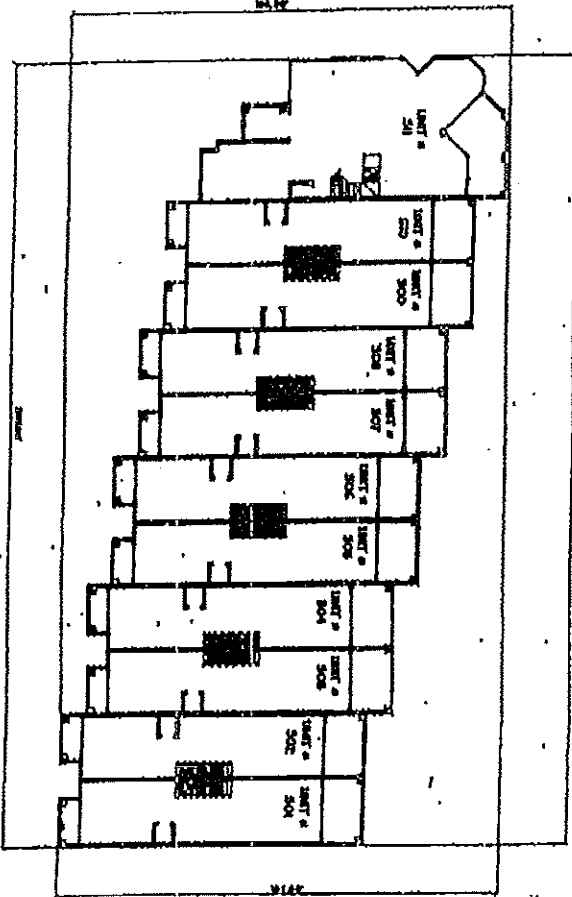
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VILLAS AT
HARBOUR VILLAGE
A CONDOMINIUM

ALLIANCE OF TOWNERS, 40 BROAD STREET, WIMBOR, ONESENTY COUNTY, NEW HAMPSHIRE.

CONDOMINIUM PLAT BOOK PAGE



SECOND FLOOR PLAN

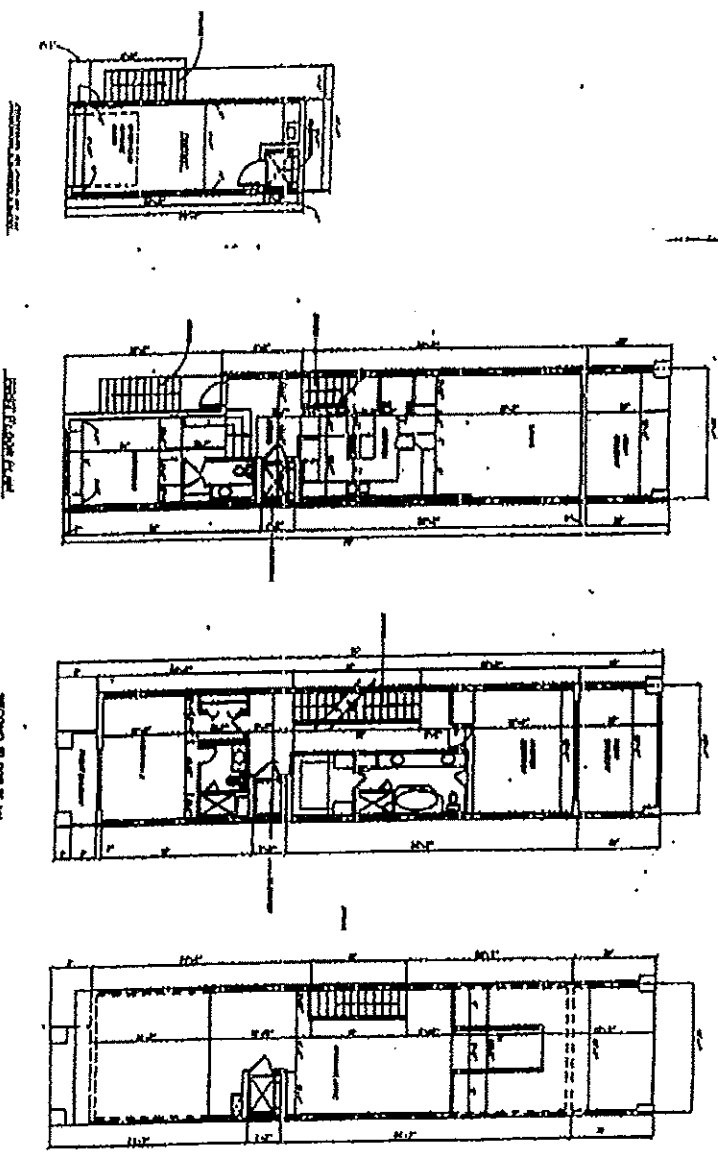
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THESE PLANS ARE FOR THE CONDOMINIUM UNIT 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

VILLAS AT HARBOUR VILLAGE A CONDOMINIUM

SECTION 27, DISTRICT OF SHELTER, LAND OF OREGON, COMMUNITY OF OREGON, PLANNED

CONDOMINIUM PLAT BOOK PAGE



TYPICAL RIGHT HAND UNITS

SECTION 27, DISTRICT OF SHELTER, LAND OF OREGON, COMMUNITY OF OREGON, PLANNED

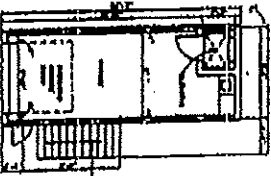
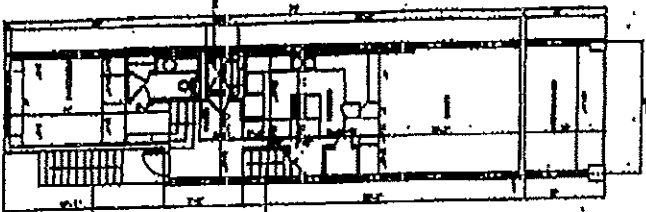
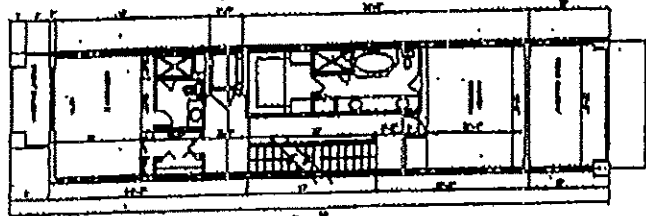
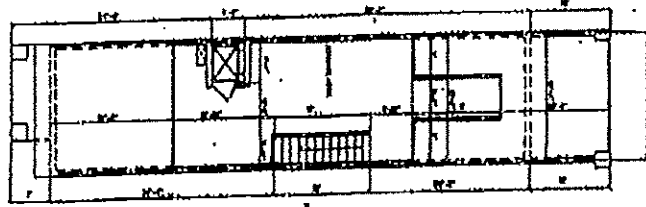
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CONDOMINIUM FLOOR PLAN PAGE

THIS FLOOR PLAN IS A REPRESENTATION OF THE PROPOSED CONDOMINIUM UNIT. IT IS NOT A CONTRACT. THE UNIT IS SUBJECT TO THE CONDOMINIUM ACT AND THE CONDOMINIUM BY-LAW. THE UNIT IS NOT TO BE USED FOR ANY OTHER PURPOSE THAN RESIDENTIAL. THE UNIT IS NOT TO BE USED FOR ANY OTHER PURPOSE THAN RESIDENTIAL. THE UNIT IS NOT TO BE USED FOR ANY OTHER PURPOSE THAN RESIDENTIAL.

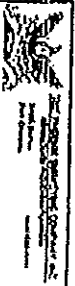
VILLAS AT HARBOUR VILLAGE A CONDOMINIUM

SECTION 11, TOWNSHIP OF BRANT, COUNTY OF BRANT, ONTARIO



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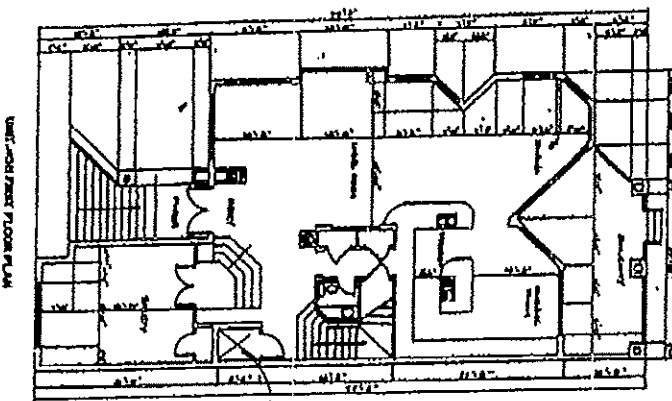
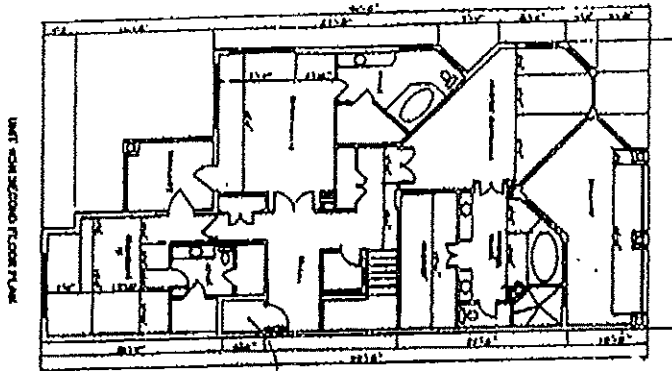
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VILLAS AT
HARBOR VILLAGE
A CONDOMINIUM

RECEIVED BY: FORMERLY 40 30079, NUMBER 25 EXACT, COUNCIL OF THE COUNTY, FLORIDA.



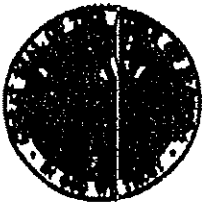
State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on October 19, 1998, as shown by the records of this office.

The document number of this corporation is N98000006058.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-third day of October, 1998



CR25022 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State



ARTICLES OF INCORPORATION

OF

VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

(A FLORIDA NOT-FOR-PROFIT CORPORATION)

FILED
CLERK OF STATE
CORPORATIONS
98 OCT 19 AM 9:40

ARTICLE I - NAME

The name of this corporation is VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC. The principal address for the office of the corporation is 14578 River Beach Drive, Port Charlotte, Florida, 33953.

ARTICLE II. - PURPOSES

The purposes and objects of the corporation are such as are authorized under Chapters 617 and 718, Florida Statutes, and include providing for the maintenance, preservation, administration and management of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS, a Condominium, pursuant to a Declaration of Condominium recorded in the Public Records of Charlotte County, Florida.

The corporation is organized and operated solely for administrative and managerial purposes. It is not intended that the corporation show any net earnings, but no part of any net earnings that do occur shall inure to the benefit of any private member. If, in any taxable year, the net income of the corporation from all sources other than casualty insurance proceeds and other nonrecurring items exceeds the sum of (1) total common expenses for which payment has been made or liability incurred within the taxable year, and (2) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year, such excess shall be held by the corporation and used to reduce the amount of assessments that would otherwise be required in the following year. For such purposes, each unit owner will be credited with the portion of any excess that is proportionate to his interest in the common elements of the condominium.

ARTICLE III - POWERS AND DUTIES

The corporation shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida and all of the powers and duties set forth in the Condominium Act, the Declaration of Condominium and the Bylaws to the extent that they are not inconsistent with the Condominium Act.

ARTICLE IV - MEMBERS

The qualification of members, the manner of their admission and voting by members shall be as follows: Any person or persons or entity that hold(s) title in fee simple to a unit in VILLAS AT HARBOUR VILLAGE, a Condominium, shall, by virtue of such ownership, automatically be a member of this corporation. Each unit owner in the condominium shall have one vote, which vote shall be cast by a designated owner as provided for in the Declaration of Condominium and Bylaws.

ARTICLE IV - DURATION

This corporation shall exist perpetually.

ARTICLE V - SUBSCRIBERS

The name and address of the subscriber to these Articles of Incorporation is as follows:

Michael R. McKinley	18401 Murdock Circle
	Port Charlotte, Florida 33948

ARTICLE VI - REGISTERED OFFICE

The street address and mailing address of the initial registered office of this corporation shall be 18401 Murdock Circle, Port Charlotte, Florida 33948. The name of the initial registered agent at such address is Michael R. McKinley.

ARTICLE VII - GOVERNING BODY

The affairs of the corporation are to be managed by a Board of Administration consisting of three (3) Directors. The Directors will be elected each year at the annual meeting of the Corporation as provided for in the Bylaws.

ARTICLE VIII - OFFICERS

The names of the officers who are to serve until the first election or appointment under the Articles of Incorporation are:

Stanislav J. Jirout	President
John E. Alman	Vice President/Secretary/Treasurer

ARTICLE IX - DIRECTORS

The number of persons constituting the first Board of Directors shall be three and their names and addresses are as follows:

Stanislav J. Jirout	14578 River Beach Drive Port Charlotte, Florida 33953
John E. Alman	14578 River Beach Drive Port Charlotte, Florida 33953
Ralph E. Jackman	10465 Monticello Drive Port Charlotte, Florida 33981


ARTICLE X - BYLAWS

The Bylaws regulating the operation of the corporation are annexed to the Declaration of Condominium. The Bylaws may not be amended without the consent of Developer so long as the Developer holds units for sale in the ordinary course of business at least five (5) percent of the units in the condominium operated by the Association, as provided for in the Declaration and Bylaws.

ARTICLE XI - AMENDMENTS TO ARTICLES

Amendments to these Articles of Incorporation may be proposed and adopted at any regular or specially called meeting of the members of the Association by a 75% vote of all the members, provided, however, that these Articles may not be amended without the consent of the Developer, so long as the Developer holds for sale in the ordinary course of business at least five (5) percent of the units in the condominium operated by the Association. Due notice of the meeting must be given as provided for in the Bylaws.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 15th day of October, 1998.


Michael R. McKinley

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 15th day of October, 1998 by MICHAEL R. MCKINLEY, who is personally known to me and who did/did not take an oath.


Notary Public



**CERTIFICATE DESIGNATING A REGISTERED AGENT
AND REGISTERED OFFICE FOR THE SERVICE OF PROCESS**

FILED
CLERK OF STATE
CORPORATIONS
98 OCT 19 AM 9:40

In compliance with Section 48.091, Florida Statutes, the following is submitted:

VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at Port Charlotte, County of Charlotte, State of Florida, has designated MICHAEL R. MCKINLEY, whose street address is 18401 Murdock Circle, Port Charlotte, County of Charlotte, State of Florida, as its agent to accept service of process within this state.

ACCEPTANCE

Having been designated as agent to accept service of process for the above-named corporation, at the place stated in this certificate, I hereby agree to act in this capacity and to comply with the provision of said law relative to same.



Registered Agent

C:\WP\DOC\DOCS\OLD\NEW\ARTICLES

BYLAWS

VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC.,

a Florida corporation not-for-profit

ARTICLE I

IDENTIFICATION

1.1 Identity: These are the Bylaws of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC. (hereinafter "Association"), a Florida corporation not-for-profit, the Articles of Incorporation of which were filed in the office of the Secretary of State on October 19, 1998. The Association has been organized for the purpose of administering a Condominium pursuant to Chapter 718, Florida Statutes, which condominium is more particularly described in that certain Declaration of Condominium recorded in the Public Records of Charlotte County, Florida (hereinafter "Declaration").

1.2 Office: The office of the Association will be located at 14578 River Beach Drive, Port Charlotte, Florida, 33953.

1.3 Fiscal Year: The fiscal year of the Association shall be the calendar year.

1.4 Corporate Seal: The seal of the corporation shall bear the name of the corporation, the word "Florida", (CORPORATE SEAL) the words "not-for-profit corporation", and the year of incorporation, the impression of which is as follows:

ARTICLE II

MEMBERSHIP

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

- a. All owners of units in the condominium shall be members of the Association, and no other person or entities shall be entitled to membership. Each unit shall have one full vote in all matters.
- b. Membership in the Association shall be established by recording in the Public Records of Charlotte County, Florida, a deed or other instrument establishing a change of record title to a unit in the Condominium and by delivering to the

Page 1



Association a certified copy of such instrument, the new owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated, provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this Declaration. The Association need not recognize membership or ownership in any person until its requirements have been complied with.

- c. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit in the Condominium.

2.2 Stock Certificates: There shall be no stock certificates issued by this corporation. There shall be no more than one member of the Corporation for each unit submitted to condominium ownership pursuant to the Declaration of Condominium, and amendments thereto.

2.3 Transfers of Membership: Transfers of membership shall be made only on the books of the Association and notice of acceptance of such transferee as a member of the Association shall be given in writing to such transferee by the President and Secretary of the Association. Transferor, in such instance, shall automatically no longer be a member of the Association. Membership in the Association may be transferred only as an incident to the transfer of the transferor's condominium parcel and his undivided interest in the common elements of the condominium, and such transfers shall be subject to the procedures set forth in the Declaration.

2.4 Voting Rights: An owner or owners of a single condominium parcel shall collectively be entitled to one vote per unit owned, which is proportionate to their undivided share in the Common Elements and the Common Surplus as set forth in the Declaration.

2.5 Membership: A membership may be owned by more than one owner, provided that membership shall be held in the same manner as title to the unit. In the event ownership is in more than one person, all of the owners of such membership shall be entitled collectively to only the vote or ballot set forth above in the management of the affairs of the Association in accordance with the Declaration and the vote may not be divided between plural owners of a single membership.

2.6 Membership Designation: If any unit is owned by more than one owner, one of the owners of such unit shall be designated, by a certificate signed under oath by all of the record owners of the unit and filed with the Secretary of the Association, as voting member for that unit. Such designated voting member shall continue to cast the vote for the unit until such time as another person is properly designated as set forth herein as the voting member for the unit.

2.7 Entity Designation: In the event the owner of a condominium parcel is not a natural person, the subject entity shall designate a natural person who shall be entitled to occupy the condominium parcel, and such natural person shall be a member of the Association, subject to the procedures set forth in the Declaration.

ARTICLE III

MEETINGS

3.1 Board of Administration Meetings: Regular meetings of the Board of Administration may be held at such time and place as shall be determined from time to time by a majority of the Directors. Meetings of the Board of Administration and any committee thereof at which a quorum of the members of that committee is present shall be open to all unit owners. Any unit owner may tape record or videotape meetings of the Board of Administration. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items.

3.2 Annual Meetings: The annual meeting of the unit owners shall be held in the office of the corporation, or at such other place as shall be determined from time to time by a majority of the unit owners at 10:00 a.m., Eastern Standard Time, on the third Tuesday in March of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

3.3 Special Meetings: Special meetings of the members shall be held whenever called by the President or Vice President, or by a majority of the Board of Administration, and must be called by such officers upon receipt of a written request from members entitled to cast ten percent of the votes of the entire membership. Not less than 24 hours notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings shall be held only in cases of emergency.

3.4 Notice of Meetings: Written notice, which notice must include an agenda, shall be mailed or delivered to each unit owner at least 14 days prior to a meeting and shall be posted on the bulletin board outside the manager's office, or such other conspicuous place on the condominium property as may be designated from time to time by the Board of Administration, at least 14 continuous days preceding a meeting. Unless a unit owner waives in writing the right to receive notice of a meeting by mail, the notice of meeting shall be sent by mail to each unit owner. Where a unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the developer initially identifies for that purpose and thereafter as one or more of the owners of the unit shall so advise the Association in writing, or if no address is given, or the owners of the unit do not agree, to the address provided on the deed of record. An officer of the

Association, or the manager or other person providing notice of the Association meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that the notice was mailed or hand delivered in accordance with this provision to each unit owner at the address last furnished to the Association.

3.5 Waiver of Notice: Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

3.6 Quorum: A quorum at meetings of the members shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members except when approval by a greater number of members is required by the Declaration, the Articles of Incorporation or these Bylaws.

3.7 Voting: In any meeting of members the owners of units shall be entitled to cast one vote for each unit owned by the member, unless the decision to be made is elsewhere required to be determined in another manner. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary of the owner corporation. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose.

3.8 Proxies: Votes may be cast in person or by limited proxy in substantial conformity to the limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy, and must be filed with the Secretary of the Association before the appointed time of the meeting, or any adjournment of the meeting. A proxy may be voted by the individual holding same on any matter which may lawfully come before the meeting. However, no proxy shall be used in the election of board members.

3.9 Adjourned Meetings: If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.10 Order of Business: The order of business at annual meetings of the members, and as far as practical at other meetings of the members, shall be:

- (a) Election of Chairman of the meeting.
- (b) Calling of the roll and certifying of the proxies.
- (c) Proof of notice of meeting, or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of committees.
- (f) Reports of Officers.
- (g) Election of inspectors of election.
- (h) Election of Directors
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

ARTICLE IV

BOARD OF ADMINISTRATION

4.1 Constituent: The Board of Administration (also known as Board of Directors) shall consist of three Directors and shall be the governing body of the Association. The terms of the members of the Board of Administration shall expire upon the election of their successors at the annual meeting.

Developer, or its successors or assigns, shall have the right to name all of the Directors of the Association, and said Directors need not be residents of the condominium until fifteen percent (15%) of the units that will be operated ultimately by the Association are sold. When unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors of the Association.

Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association upon:

- (a) Three years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;
- (b) Three months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;
- (c) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;
- (d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first; or
- (e) Seven years after recordation of the Declaration of Condominium.

The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five (5) percent of the units in the condominium operated by the Association.

Where the Developer holds units for sale, none of the following actions may be taken without approval in writing of the Developer:

- (a) Assessments of Developer as a unit owner for capital improvements;
- (b) Any action by the Association that would be detrimental to the sale of units by Developer except as provided by the Condominium Act.

4.2 Presiding Officer: The presiding officer of the Board of Administration shall be the Chairman of the Board, if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

4.3 Election of Directors: The members of the Board of Administration shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Administration, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise. The regular election shall occur on the date of the annual meeting. Notwithstanding anything herein to the contrary, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

(a) Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election.

(b) Any unit owner or other eligible person desiring to be a candidate for the Board of Administration must give written notice to the Association not less than 40 days before a scheduled election.

(c) Not less than 14 days before the election, the Association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

(d) Elections shall be decided by a plurality of the ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Administration. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid.

4.4 Organizational Meeting of Directors: The organizational meeting of a newly elected Board of Administration shall be held within ten days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and shall be noticed in accordance with Section 3.4 hereof.

4.5 Compensation of Directors: Compensation of Directors, if any, shall be determined by the members.

4.6 Powers and Duties: All of the powers and duties of the Association existing under the laws of the State of Florida, the Declaration, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Administration, or its duly authorized agents, contractors or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Board of Administration shall include but shall not be limited to the following:

(a) To make and collect assessments and establish the time within which payment of same is due. Assessments shall be made against unit owners not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

(b) To use and expend the assessment collected, to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners, including assessment for reserves or betterments.

(c) To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

(d) To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and other casualty and unit owners against public liability and to purchase such other insurance as the Board of Administration may deem advisable.

(e) To collect delinquent assessments by suit or otherwise, abate nuisance and enjoin or seek damages from the unit owners for violation of these Bylaws and the terms and conditions of the Declaration.

(f) To contract for the management and maintenance of the condominium and to authorize the management agent to assist the Association in carrying out these powers and duties by performing such functions of the Association as preparation of records, enforcement of rules and maintenance of the common elements. The Association shall, however, retain at all times, the powers and duties granted them by the laws of the State of Florida, including but not limited to, the making of assessments, promulgation of rules and regulations and entering into contracts on behalf of the Association.

(g) To make reasonable rules and regulations for the occupancy of the condominium parcels.

(h) To pay taxes and assessments which are liens against any part of the condominium other than individual units and appurtenances thereto, and to assess the same against the unit subject to such liens.

(i) To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual units.

(j) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

(k) To acquire and to enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in lands or facilities whether or not contiguous to the lands of the condominium intended to provide for the enjoyment, recreation or other use and benefit of the unit owners within the Condominium.

(l) To contract for the management or operation of portions of the common elements susceptible to separate management or operation and to lease such property.

(m) To purchase units in the Condominium subject to any restrictions set forth within the Declaration and to acquire and hold, lease, mortgage and convey same.

(n) To maintain a class action on behalf of the Association and to settle a cause of action on behalf of the unit owners with reference to matters of common interest.

4.7 Written Inquiry by Unit Owner: When a unit owner files a written inquiry by certified mail with the Board of Administration, the Board shall respond to the unit owner within 30 days of receipt of the inquiry. The Board shall give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes.

4.8 Recall of Board Members: Subject to the provisions of Section 718.301, Florida Statutes, any member of the Board of Administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all of the voting interests. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by ten percent of the voting interests giving notice of the meeting as required for a meeting of unit owners and the notice shall state the purpose of the meeting.

(1) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective immediately as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the unit owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such recalled member or members of the Board of Administration shall turn over to the Board any and all records of the Association in their possession within 5 full business days after the meeting.

(2) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the Association by certified mail. The Board of Administration shall call a meeting of the Board within 5 full business days after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within 5 full business days any and all records of the Association in their possession or proceed as described below.

(3) If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within 5 full business days, file with the Division of Florida Land Sales, Condominiums

and Mobile Homes a petition for binding arbitration pursuant to the procedures in Section 710.1255, Florida Statutes. For the purposes of this section, the unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon service of the final order of arbitration upon the Association. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession with five full business days of the effective date of the recall.

(4) If a vacancy occurs on the Board as a result of a recall and less than a majority of the board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision herein to the contrary. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes.

ARTICLE V

OFFICERS

5.1 Executive Officers: The executive officers of the Association shall be a President, who shall be a Director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Administrators and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary. The Board of Administrators from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

1. President: The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate to assist in the conduct of the affairs of the Association.

2. Vice President: The Vice President shall be second to the chief executive officer of the Association, and shall have all of the powers and duties of the President, as appropriate to assist in the conduct of the affairs of the Association.

3. Secretary: The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association except those of the Treasurer, and shall perform all other duties

incident to the office of secretary of an association and as may be required by the Directors or the President.

4. Treasurer: The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practice and he shall perform all other duties incident to the office of Treasurer.

5.2 Compensation of Officers: The compensation of all officers and employees of the Association shall be fixed by the Board of Administration. The provisions that Directors' fees shall be determined by members shall not preclude the Board from employing a Director as an employee of the Association, nor preclude the contacting with a Director for the management of the Condominium.

5.3 Indemnification of Directors and Officers: Every Director and officer of the association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association at the time such expenses were incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his required duties, provided that in the event of a settlement the indemnification herein shall apply only when the Board of Administration shall approve such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VI

FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 Fidelity Bonds: The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association in accordance with Section 718.111(11)(d), Florida Statutes.

6.2 Assessment Roll: The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate

the name and address of the owner or owners, the amount of each assessment due, the amounts paid upon the account, and the balance due upon assessments.

6.3 **Budget:** The Board of Administration shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by account and expense classifications. In addition, if the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements, the budget or a schedule attached thereto shall show amounts budgeted therefore. The budget shall include estimated common expenses and a reasonable allowance for contingencies and reserves less the unneeded fund balances on hand, if any. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement costs exceeds \$10,000.00. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost for deferred maintenance expense of each reserve item. Copies of the budget and proposed assessments shall be transmitted to each unit owner not less than 30 days prior to the meeting at which the budget will be considered together with notice of that meeting. Such notice shall include the time and place at which the meeting of the Board of Administration shall be held. If the budget is substantially amended before the assessments are made, a copy of the amended budget shall be furnished.

6.4 **Budget Meeting:** The Board of Administration shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than 30 days prior to the meeting at which the budget will be considered. If an adopted budget requires assessments against the unit owners in any fiscal or calendar year which exceed 115 percent of the assessments for the preceding year, the Board, upon written application of ten percent of the voting interests to the Board, shall call a special meeting of the unit owners within 30 days upon not less than 20 days written notice to each unit owner. The adoption of the budget shall require a vote of not less than a majority vote of all the voting interests. The Board of Administration may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all the voting interests in writing, the budget shall be adopted. If a meeting of the unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the Board of Administration shall go into effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation. However, as long as the developer is in control of the Board of Administration,

the Board shall not impose an assessment for any year greater than 115 percent of the prior fiscal calendar year's assessment without approval of a majority of all the voting interests.

6.5 The Depository: The depository of the Association shall be such bank or banks in Florida as shall be designated from time to time by the Directors and in which the moneys for the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.6 Audit: An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 15 of the year following the year for which the report is made.

ARTICLE VII

PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with the Declaration, Articles of Incorporation or these Bylaws.

ARTICLE VIII

HOUSE RULES

In addition to other provisions of these Bylaws, the following house rules and regulations, together with such additional rules and regulations as may be hereafter adopted by the Board of Administration, shall govern the use of the condominium units located on the property, and the conduct of all residents thereof:

- (a) Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property.
- (b) The use of the condominium units shall be consistent with existing law and these restrictions, and so long as such does not constitute a nuisance.
- (c) Common elements shall not be obstructed, littered, defaced or misused in any manner.
- (d) No structural changes or alterations shall be made in any unit, except upon approval of the Board of Administration.
- (e) Parking spaces may be used in accordance with the allocations designated from time to time by the Association.

ARTICLE IX

ARBITRATION

Mandatory non-binding arbitration is required for any disagreement between two or more parties that involves the authority of the Board of Administration to require any owner to take any action, or not to take any action, involving that owner's unit or to alter or add to the common area or element; or the failure of the Board of Administration to properly conduct elections, give adequate notice of meetings or other actions, properly conduct meetings or allow inspection of books and records. This requirement does not include any disagreement that primarily involves title to any unit or common element; the interpretation or enforcement of any warranty or the levy of a fee or assessment, or the collection of an assessment levied against a party. Such arbitration shall be conducted by the Division of Florida Land Sales, Condominiums and Mobile Homes in accordance with rules promulgated in the following manner:

(a) Prior to the institution of court litigation, the parties to a dispute shall petition the Division of Florida Land Sales, Condominiums and Mobile Homes for nonbinding arbitration.

(b) At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents and other evidence and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production.

(c) The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed in a court of competent jurisdiction in which the condominium is located within 30 days.

(d) The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs and other reasonable costs, including attorney's fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the decision is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees.

(e) Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorney's fees and costs incurred in enforcing the arbitration award.

ARTICLE X

DEFAULT

10.1 Foreclosure: In the event an owner of a condominium parcel does not pay the sums, charges or assessments required to be paid to the Association, the Association, acting on its own behalf, or through the Board of Administration or manager acting on behalf of the Association, may foreclose the lien encumbering the condominium parcel created by nonpayment of the required monies in the same fashion as mortgage liens are foreclosed and, in accordance with Section 718.116, Florida Statutes.

(1) The Association shall be entitled to the appointment of a Receiver if it so requests. The Association shall have the right to bid on the condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosure of its lien, the Association may, through its Board of Administration, or manager acting on behalf of the Association, or on its own behalf, bring suit to recover a money judgment for sums, charges or assessments required to be paid to the Association without waiving its lien securing same. In any action, either to foreclose its lien or to recover a money judgment brought by or on behalf of the Association against a condominium parcel owner, the losing litigant shall pay the costs thereof, together with a reasonable attorney's fees.

(2) If an action of foreclosure is brought against the owner of a condominium parcel for the nonpayment of monies due the Association and as a result thereof, the interest of said owner in and to such condominium parcel is sold, then at the time of such sale, the condominium parcel owner's membership shall be canceled and membership shall be issued to the purchaser at the foreclosure sale.

(3) If the Association becomes the owner of the condominium parcel by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and all expenses incurred in the resale of the condominium parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the condominium parcel in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the condominium parcel in questions.

10.2 Enforcement: In the event of violation of the provision of the Enabling Declaration, Articles of Incorporation or restrictions of these Bylaws, as the same are now or may hereafter be constituted, the Association, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy it may deem appropriate.

(1) In the event legal action is brought against a condominium owner, the losing litigant shall pay the other party's reasonable attorney's fee and court costs. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association and regardless of the availability of the other equally adequate procedures.

(2) It is the intent of all owners of condominium parcels to give to the Association a method of procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XI

AMENDMENTS

11.1 Amendments: Amendments to the Bylaws shall be proposed in the following manner:

(1) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(2) A resolution adopting a proposed amendment must receive approval of 66% of the votes of the membership of the Board of Administration and 51% of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendments may express their approval in writing.

(3) An amendment may be proposed by either the board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other.

(4) When an amendment has been so adopted, a copy of same shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed and such certificate and copy of amendment shall be recorded in the Public Records of Charlotte County, Florida.

(5) These Bylaws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.

THE FOREGOING were adopted as the Bylaws of VILLAS AT HARBOUR VILLAGE
PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, this 10th day
of October, 2000

VILLAS AT HARBOUR VILLAGE
PROPERTY OWNERS
ASSOCIATION, INC., a Florida
corporation not-for-profit

BY: _____
as its Secretary John E. Allen

APPROVED:

President John E. Allen
PM\Fil\K\m\DOCS\OLD\NEIG\BYLAWS.4th

BARBARA T. SCOTT, CLERK
CHARLTON COUNTY
OR BOOK 02230 PAGE 1756
RECORDED 05/20/2003 02:58:31 PM
FILE NUMBER 1041488
RECORDING FEES 24.00

300

The undersigned, being the officers of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC. (the "Corporation"), hereby certify that on the 3rd day of April, 2003 a Meeting of the Membership of the Corporation was conducted at Unit 511 in the Condominium, at which 9 out of 11 voting interests were present and voting throughout, it was, on Motion duly made, seconded and unanimously carried:

That the Declaration of Condominium for VILLAS AT HARBOUR VILLAGE, a Condominium, as recorded in O.R. Book 1831, Page 0125, Public Records of Charlotte County, Florida, is hereby amended so as to delete, in its entirety, Section 11 -thereof, entitled, "Maintenance of Community Interest".

RESOLVED:

And we do further certify that the foregoing resolutions were validly adopted, are within the powers of the Membership of the Corporation, and are now in full force and effect. And we do further certify that the foregoing resolutions were entered upon the minutes of the said Corporation on the date and for the meeting herein specified, and that the foregoing represents a true and correct copy of said resolutions as they appear on the records of this Corporation. We further certify that all required notice of said meeting was duly given and that said transaction fully complies with the rules and bylaws of said Corporation. We further certify that this Corporation has not been dissolved nor

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Exhibit "A"

APPROVAL OF AMENDMENT OF DECLARATION OF CONDOMINIUM

The undersigned members of the VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC. hereby approve the following described amendment to the Declaration of Condominium for VILLAS AT HARBOUR VILLAGE, a Condominium, as recorded in O.R. Book 1831, Page 0125, Public Records of Charlotte County, Florida:

Section 11, entitled, "Maintenance of Community Interest" is hereby deleted in its entirety.

Said Declaration remains unchanged in all other regards.

HERITAGE OF SARASOTA, INC.

By:

Robert W. Martell
ROBERT W. MARTELL, as its president
"As to Units 501, 502, 506, 508, 509, and
511 in VILLAS AT HARBOUR VILLAGE,
a Condominium"

Dr Licence

5255-725-39-001-0

Ralph E. Jackman
RALPH E. JACKMAN, as Co-Trustee
Of the Ralph E. Jackman Revocable Living
Trust dated 5/12/97
"As to Unit 503 in VILLAS AT HARBOUR
VILLAGE, a Condominium"

James A. Boaz, TRUSTEE
JAMES BOAZ, Trustee of the Revocable
Living Trust Agreement of James Boaz dated
7/30/92
"As to Unit 504 in VILLAS AT HARBOUR
VILLAGE, a Condominium"


Richard A. Jackson
RICHARD A. JACKSON
"As to Unit 505 in VILLAS AT HARBOUR
VILLAGE, a Condominium"

Alan Cook
ALAN COOK
"As to Unit 510 in VILLAS AT HARBOUR
VILLAGE, a Condominium"

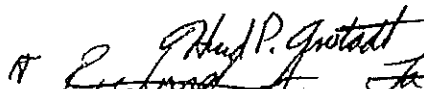
has its charter been canceled or annulled, and that no proceeding is pending for dissolution or annulment. I further certify that the APPROVAL OF AMENDMENT OF DECLARATION OF CONDOMINIUM attached hereto as Exhibit "A" has been executed by 9 out of 11 voting interests in the Condominium as further evidence of approval of the 75% vote required to amend the Declaration of Condominium of VILLAS AT HARBOUR VILLAGE, a Condominium, all in the manner heretofore described.

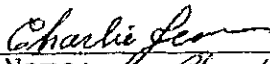
IN WITNESS WHEREOF, We have hereunto affixed our signatures as of this 12th day of May, 2003.


Witnesses:

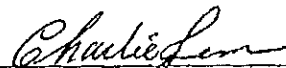

Printed Name: Hurd P. Anstadt



Printed Name: Charles Jean


Printed Name: Hurd P. Anstadt

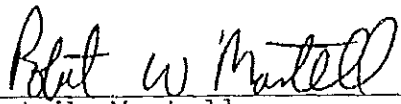

Printed Name: Charlie Jean



Printed Name: Hurd P. Anstadt

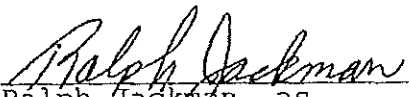

Printed Name: Charlie Jean

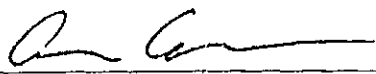

Printed Name: Hurd P. Anstadt


Printed Name: Charlie Jean


Robert W. Martell, as
President of VILLAS OF
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.


Richard Jackson, as
Vice President of VILLAS OF
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.

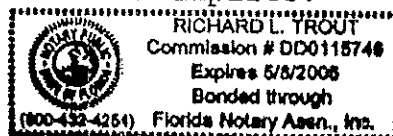

Ralph Jackman, as
Treasurer of VILLAS OF
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.


Alan Cook, as
Secretary of VILLAS OF
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 12TH day of May, 2003 by Robert W. Martell, as President of HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., who (notary choose one) ☒ is Personally known to me, or ☐ has produced _____ as identification, and who did take an oath.

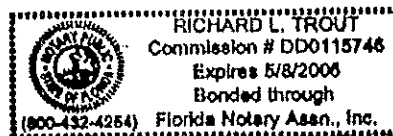
Richard L. Trout
Notary Public
Printed Name: Richard L. Trout
My Commission Expires:



STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 12TH day of May, 2003 by Richard Jackson, as Vice President of HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., who (notary choose one) ☒ is Personally known to me, or ☐ has produced FL DL # J250-741-90-005-0 as identification, and who did take an oath.

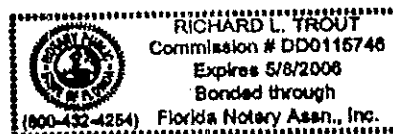
Richard L. Trout
Notary Public
Printed Name: Richard L. Trout
My Commission Expires:



STATE OF FLORIDA
COUNTY OF CHARLOTTE

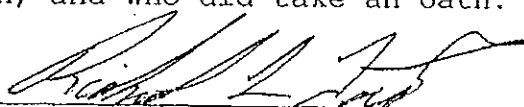
The foregoing instrument was acknowledged before me this 12TH day of May, 2003 by Ralph Jackman, as Treasurer of HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., who (notary choose one) ☐ is Personally known to me, or ☒ has produced FL DL # J 255-726-39-001-0 as identification, and who did take an oath.

Richard L. Trout
Notary Public
Printed Name: Richard L. Trout
My Commission Expires:



STATE OF FLORIDA
COUNTY OF CHARLOTTE

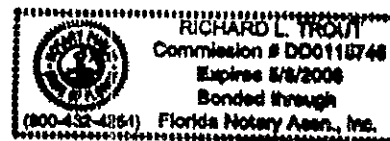
The foregoing instrument was acknowledged before me this 12TH day of May, 2003 by Alan Cook, as Secretary of HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., who (notary choose one) ☐ is Personally known to me, or ☒ has produced FL. DRIVERS LICENSE # C200 01652 209 as identification, and who did take an oath.


Notary Public

Printed Name: Richard L Trout

My Commission Expires:

TMT:ddr\re\4319-42\secretary's certificate



Reg Fees 105.00
Doc Stamps _____
Int Tax _____

FILED 12/24/2003 03:12:46 PM

BARBARA T. SCOTT, CLERK
CHARLOTTE COUNTY
OR BOOK 02370 PAGE 0332
RECORDED 12/24/2003 03:12:46 PM
FILE NUMBER 1130858
RECORDING FEES 114.00
INDEX FEES 13.00 -

PREPARED BY AND RETURN TO:
Thomas M. Tucker, Esq.
Florida Bar #0885967
Dunlap & Moran, P.A.
22 S. Links Ave., Suite 300
Sarasota, Florida 34236
(941) 366-0115
File No. 4319-42




CERTIFICATE OF AMENDMENT TO BYLAWS OF VILLAS AT HARBOUR VILLAGE
PROPERTY OWNERS ASSOCIATION, INC.

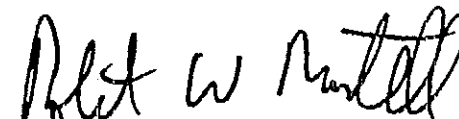
The undersigned, being all of the officers of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., hereby certify that the AMENDMENT TO THE BYLAWS OF VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., attached hereto as Exhibit "A", has been duly adopted by the Owners of all condominium units located in and comprising VILLAS AT HARBOUR VILLAGE, A Condominium, as per Declaration thereof recorded in O.R. Book 1831, Page 0125, Public Records of Charlotte County, Florida.

IN WITNESS WHEREOF, We have hereunto affixed our signatures as of this dates hereinafter set forth.

Witnesses:


Printed Name: Alan Cook


Printed Name: Ralph Jackson


Robert W. Martell, as
President of VILLAS AT
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.
Date: 9-22-03

Printed Name: _____

Richard Jackson, as
Vice President of VILLAS AT
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.
Date: _____

Printed Name: _____

IMAGED L.T.

15

PREPARED BY AND RETURN TO:
Thomas M. Tucker, Esq.
Florida Bar #0885967
Dunlap & Moran, P.A.
22 S. Links Ave., Suite 300
Sarasota, Florida 34236
(941) 366-0115
File No. 4319-42

CERTIFICATE OF AMENDMENT TO BYLAWS OF VILLAS AT HARBOUR VILLAGE
PROPERTY OWNERS ASSOCIATION, INC.

The undersigned, being all of the officers of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., hereby certify that the AMENDMENT TO THE BYLAWS OF VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., attached hereto as Exhibit "A", has been duly adopted by the Owners of all condominium units located in and comprising VILLAS AT HARBOUR VILLAGE, A Condominium, as per Declaration thereof recorded in O.R. Book 1831, Page 0125, Public Records of Charlotte County, Florida.

IN WITNESS WHEREOF, We have hereunto affixed our signatures as of this dates hereinafter set forth.

Witnesses:

Printed Name: _____

Robert W. Martell, as
President of VILLAS AT
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.
Date: _____

Printed Name: _____

Printed Name: CATHERINE ZITIS

Printed Name: JOANN V. Marshall

Richard Jackson, as
Vice President of VILLAS AT
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.
Date: 10/2/03

Robert Martell
Printed Name: ROBERT MARTELL

Alan Cook
Printed Name: Alan Cook

Ralph Jackson
Ralph Jackson, as
Treasurer of VILLAS AT
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.
Date: 9-23-03

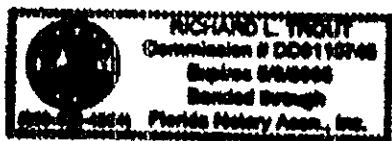
Robert Martell
Printed Name: ROBERT MARTELL

Ralph Jackson
Printed Name: Ralph Jackson

Alan Cook
Alan Cook, as
Secretary of VILLAS AT
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.
Date: 9-23-03

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me this 23 day of September, 2003 by Robert W. Martell, as President of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., who (notary choose one) [] is personally known to me, or [X] has produced FL DL # M634-779-57-16-0 as identification, and who did take an oath.



Richard L. Trout
Notary Public
Printed Name: Richard L. Trout
My Commission Expires:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2003 by Richard Jackson, as Vice President of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., who (notary choose one) [] is Personally known to me, or [] has produced _____ as identification, and who did take an oath.

Notary Public
Printed Name: _____
My Commission Expires: _____

Printed Name: _____

Ralph Jackman, as
Treasurer of VILLAS AT
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.

Printed Name: _____

Date: _____

Printed Name: _____

Alan Cook, as
Secretary of VILLAS AT
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day
of _____, 2003 by Robert W. Martell, as President of
VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., who
(notary choose one) [] is personally known to me, or [] has
produced _____ as identification, and
who did take an oath.

Notary Public

Printed Name: _____

My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 2 day
of October, 2003 by Richard Jackson, as Vice President
of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC.,
who (notary choose one) [4] is Personally known to me, or []
has produced _____ as identification,
and who did take an oath.

Notary Public

Printed Name: _____

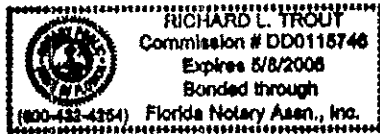
My Commission Expires: _____



JOANN V. MARSHALL
MY COMMISSION # DD 219174
EXPIRES: July 30, 2007
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF CHARLOTTE

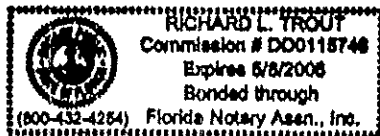
The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2003 by Ralph Jackman, as Treasurer of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., who (notary choose one) [] is personally known to me, or [X] has produced FL DL # 3255-725-39-001-0 as identification, and who did take an oath.



Richard L. Trout
Notary Public
Printed Name: Richard L Trout
My Commission Expires:

STATE OF FLORIDA
COUNTY OF CHARLOTTE

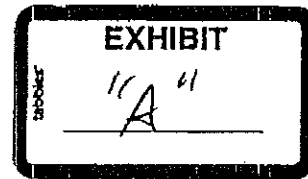
The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2003 by Alan Cook, as Secretary of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC. who (notary choose one) [] is personally known to me, or [X] has produced FL DL # C 200-016-52-209-0 as identification, and who did take an oath.



Richard L. Trout
Notary Public
Printed Name: Richard L Trout
My Commission Expires:

TMT:gm\F:\Docs\RE\4319-45\certificate of amendment to declaration.doc

Prepared by and return to:
Thomas M. Tucker, Esq.
DUNLAP & MORAN, P.A.
22 S. Links Ave., Suite 300
Sarasota, FL 34236
File No. 4319-42



AMENDMENT TO BYLAWS OF VILLAS AT HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC., a Florida corporation
AND
AGREEMENT CONCERNING ACQUISITION OF ASSOCIATION PROPERTY

The undersigned, constituting all of the Owners of the condominium units comprising VILLAS AT HARBOUR VILLAGE, a Condominium (hereinafter, the "Condominium"), as per the DECLARATION OF CONDOMINIUM OF VILLAS AT HARBOUR VILLAGE, A Condominium, recorded in O.R. Book 1831, Page 0125, Public Records of Charlotte County, Florida, (hereinafter, the "Declaration"), and acting pursuant to the authority granted to us in Section 14 and Section 14.03 of the Declaration, hereby agree to amend the Bylaws of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, (hereinafter, the "Bylaws") as follows:

Section 4.6 entitled, "Powers and Duties", is amended to read as follows (New words which have been added into said Section have been underlined, and words which have been deleted from said Section have been lined through, as required by Section 718.112 (2) (h) 2., Florida Statutes):

4.6 **Powers and Duties:** All of the powers and duties of the Association existing under the laws of the State of Florida, the Declaration, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Administration, or its duly authorized agents, contractors or employees, subject only to the approval by unit owners when such action is specifically required. Such powers and duties of the Board of Administration shall include but shall not be limited to the following:

(a) To make and collect assessments and establish the time within which payment of same is due. Assessments shall be made against unit owners not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred;

(b) To use and expend the assessment collected, to maintain, care for and preserve Association property, the units and the condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners, including assessment for reserves or betterments;

(c) To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

(d) To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and other casualty and unit owners against public liability, and to purchase such other insurance as the Board of Administration may deem advisable or necessary to insure Association property;

(e) To collect delinquent assessments by suit or otherwise, abate nuisance and enjoin or seek damages from the unit owners for violation of these Bylaws and the terms and conditions of the Declaration;

(f) To contract for the management and maintenance of the condominium and Association property and to authorize the management agent to assist the Association in carrying out these powers and duties by performing such functions of the Association as preparation of records, enforcement of rules and maintenance of the common elements and Association property. The Association shall, however, retain at all times, the powers and duties granted them by the laws of the State of Florida, including but not limited to, the making of assessments, promulgation of rules and regulations, and entering into contracts on behalf of the Association;

(g) To make reasonable rules and regulations for the occupancy of the condominium parcels, the use of the common elements, and the use of Association property, including, but not limited to, any boat dock facilities and related improvements and amenities owned by the Association;

(h) To pay taxes and assessments which are liens against property owned by the Association, or which are liens against any part of the condominium other than individual units and appurtenances thereto, and to assess the same against the unit or units subject to such liens;

(i) To pay the cost of all power, water, sewer and other utility services rendered to the Association and/or the condominium and not billed to owners of individual units;

(j) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association;

(k) To acquire and to enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities whether or not contiguous to the lands of the condominium intended to provide for the enjoyment, recreation or other use and benefit of the unit owners within the Condominium;

(l) To contract for the management or operation of Association property and portions of the common elements susceptible to separate management or operation and to lease such property;

(m) To purchase units in the Condominium subject to any restrictions set forth within the Declaration and to acquire and hold, lease, mortgage and convey same;

(n) To maintain a class action on behalf of the Association and to settle a cause of action on behalf of the unit owners with reference to matters of common interest.

This Amendment shall also serve as an amendment to the Declaration, as the Bylaws are attached to the Declaration as Exhibit "D" thereto.

The Declaration and Bylaws remain unchanged in all other regards.

Furthermore, the undersigned hereby authorize and direct the Association to accept delivery of the deed which is attached hereto as Exhibit "A", and to record the original of said deed among the public records of Charlotte County, Florida. The undersigned acknowledge that said deed accomplishes the Association's acquisition of the real property described therein, including an easement appurtenant thereto for the mutual enjoyment and benefit of all of the members of the Association, and agree that said deed shall be in lieu of any claim which may be asserted by the undersigned, either directly or through the Association, concerning any entitlement to the creation of any common element pursuant to Paragraph 19 of the Declaration. In addition, the undersigned agree that said deed shall be in lieu of any claim which may be asserted by the undersigned, either directly or through the Association, to any rights in and to the remaining property and appurtenant dock facilities presently owned by the Grantor named in said deed.

The amendments and agreements set forth herein shall be binding upon the undersigned and their successors and assigns forever.

Witnesses:

Robert Martell
Printed Name: ROBERT MARTELL

Richard Palermo
Printed Name: Richard Palermo

Ronald H. Jarvis, Trustee
RONALD H. JARVIS, as Trustee of the
RONALD H. JARVIS LIVING TRUST
Dated January 2, 2000
"As to Unit 501 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 9/26/03

Alan Cook
Printed Name: Alan Cook

Barbara Jackson
Printed Name: Barbara Jackson

HERITAGE OF SARASOTA, INC., a
Florida corporation

By: Robert W. Martell
ROBERT W. MARTELL, as its president
"As to Units 502, 506, 508, and 509, in
VILLAS AT HARBOUR VILLAGE, a
Condominium"
Date: 9-23-03

Robert Martell
Printed Name: ROBERT MARTELL

Alan Cook
Printed Name: Alan Cook

Robert Martell
Printed Name: ROBERT MARTELL

James Boaz
Printed Name: JAMES BOAZ

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Ralph E. Jackman
RALPH E. JACKMAN, as Co-Trustee
of the Ralph E. Jackman Revocable Living
Trust dated 5/12/97
"As to Unit 503 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 9-23-03

Theresa E. Jackman
THERESA E. JACKMAN, as Co-Trustee
of the Ralph E. Jackman Revocable Living
Trust dated 5/12/97
"As to Unit 503 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 9-23-03

JAMES BOAZ, Trustee of the Revocable
Living Trust Agreement of James Boaz dated
7/30/92
"As to Unit 504 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

RICHARD A. JACKSON
"As to Unit 505 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

SUSAN B. JACKSON
"As to Unit 505 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

ROBERT W. HORST
"As to Unit 507 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

RALPH E. JACKMAN, as Co-Trustee
of the Ralph E. Jackman Revocable Living
Trust dated 5/12/97
"As to Unit 503 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Printed Name: _____

THERESA E. JACKMAN, as Co-Trustee
of the Ralph E. Jackman Revocable Living
Trust dated 5/12/97
"As to Unit 503 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Darlene N. Ravens
Printed Name: Darlene N. Ravens

James A. Boaz Trustee
JAMES BOAZ, Trustee of the Revocable
Living Trust Agreement of James Boaz dated
7/30/92
"As to Unit 504 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 9/29/03

Peggy Sampson
Printed Name: Peggy Sampson

Printed Name: _____

RICHARD A. JACKSON
"As to Unit 505 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Printed Name: _____

SUSAN B. JACKSON
"As to Unit 505 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Printed Name: _____

ROBERT W. HORST
"As to Unit 507 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Printed Name: _____

RALPH E. JACKMAN, as Co-Trustee
of the Ralph E. Jackman Revocable Living
Trust dated 5/12/97
"As to Unit 503 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Printed Name: _____

THERESA E. JACKMAN, as Co-Trustee
of the Ralph E. Jackman Revocable Living
Trust dated 5/12/97
"As to Unit 503 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Printed Name: _____

JAMES BOAZ, Trustee of the Revocable
Living Trust Agreement of James Boaz dated
7/30/92
"As to Unit 504 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Catherine Zitis
Printed Name: **CATHERINE ZITIS**

[Signature]
RICHARD A. JACKSON
"As to Unit 505 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 10/2/03

Joann V. Marshall
Printed Name: **JOANN V. MARSHALL**

Catherine Zitis
Printed Name: **CATHERINE ZITIS**

[Signature]
SUSAN B. JACKSON
"As to Unit 505 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 10/2/03

Joann V. Marshall
Printed Name: **JOANN V. MARSHALL**

Printed Name: _____

ROBERT W. HORST
"As to Unit 507 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Printed Name: _____

RALPH E. JACKMAN, as Co-Trustee
of the Ralph E. Jackman Revocable Living
Trust dated 5/12/97
"As to Unit 503 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Printed Name: _____

THERESA E. JACKMAN, as Co-Trustee
of the Ralph E. Jackman Revocable Living
Trust dated 5/12/97
"As to Unit 503 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Printed Name: _____

JAMES BOAZ, Trustee of the Revocable
Living Trust Agreement of James Boaz dated
7/30/92
"As to Unit 504 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Printed Name: _____

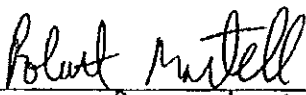
RICHARD A. JACKSON
"As to Unit 505 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

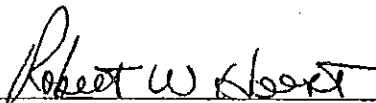
Printed Name: _____

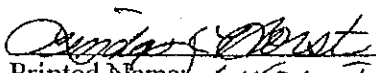
Printed Name: _____

SUSAN B. JACKSON
"As to Unit 505 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____


Printed Name: ROBERT MARTELL

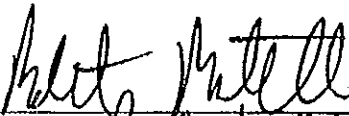

ROBERT W. HORST
"As to Unit 507 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 8-23-03



Printed Name: LINDA J. HORST

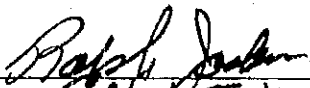
Printed Name: _____

LINDA J. HORST
"As to Unit 507 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____


Printed Name: ROBERT MARTELL


ALAN COOK
"As to Unit 510 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 9-23-03


Printed Name: RALPH JACKSON

Printed Name: _____

MARVIN I. KAPLAN, as Trustee of the
Marvin I. Kaplan Revocable Living Trust
U/A/D July 24, 2000
"As to Unit 511 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by RONALD H. JARVIS, as Trustee of the RONALD H. JARVIS LIVING TRUST dated January 2, 2000, who (Notary choose one) [] is personally known to me, or [] has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

Printed Name: _____

LINDA J. HORST
"As to Unit 507 in VILLAS AT HARBOUR
VILLAGE, a Condominium"

Date: _____


Printed Name: _____

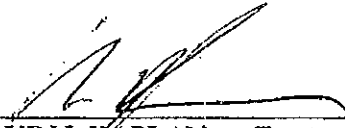
Printed Name: _____

ALAN COOK
"As to Unit 510 in VILLAS AT HARBOUR
VILLAGE, a Condominium"

Date: _____

Printed Name: _____


Printed Name: THOMAS TURNER


MARVIN I. KAPLAN, as Trustee of the
Marvin I. Kaplan Revocable Living Trust
U/A/D July 24, 2000
"As to Unit 511 in VILLAS AT HARBOUR
VILLAGE, a Condominium"

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by RONALD H. JARVIS, as Trustee of the RONALD H. JARVIS LIVING TRUST dated January 2, 2000, who (Notary choose one) [] is personally known to me, or [] has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

Blair W. Hest
Printed Name: _____

Robert W. Horst
Printed Name: ROBERT W. HORST

Linda J. Horst
LINDA J. HORST
"As to Unit 507 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 9-23-03

Printed Name: _____

ALAN COOK
"As to Unit 510 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Printed Name: _____

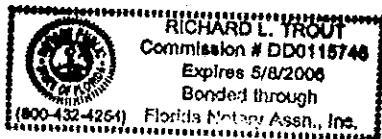
MARVIN I. KAPLAN, as Trustee of the
Marvin I. Kaplan Revocable Living Trust
U/A/D July 24, 2000
"As to Unit 511 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

STATE OF FL.
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 26 day of
SEPTEMBER, 2003, by RONALD H. JARVIS, as Trustee of the RONALD H. JARVIS
LIVING TRUST dated January 2, 2000, who (Notary choose one) [] is personally
known to me, or [X] has produced _____ as identification.

MASS D.L.#567426862

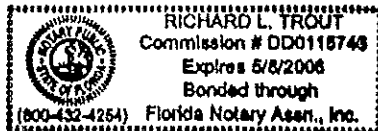


Richard L. Trout
Notary Public
Print Name: Richard L. Trout
My Commission Expires: _____

STATE OF FL.
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2003, by ROBERT W. MARTELL, as President of HERITAGE OF SARASOTA, INC., who (Notary choose one) ☐ is personally known to me, or ☒ has produced _____ as identification.

FL DL # M634-779-57-162-0

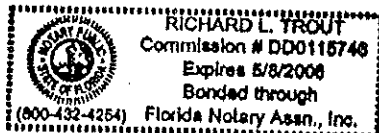


Richard L. Trout
Notary Public
Print Name: Richard L Trout
My Commission Expires:

STATE OF FL.
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2003, by RALPH E. JACKMAN, as Co-Trustee of the Ralph E. Jackman Revocable Living Trust dated 5/12/97, who (Notary choose one) ☐ is personally known to me, or ☒ has produced _____ as identification.

FL DL # J255-725-38-001-0

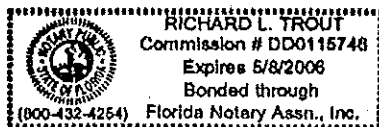


Richard L. Trout
Notary Public
Print Name: Richard L Trout
My Commission Expires:

STATE OF FL
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2003, by THERESA E. JACKMAN, as Co-Trustee of the Ralph E. Jackman Revocable Living Trust dated 5/12/97, who (Notary choose one) ☐ is personally known to me, or ☒ has produced _____ as identification.

FL DL # J255-805-51-582-0



Richard L. Trout
Notary Public
Print Name: Richard L Trout
My Commission Expires:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by JAMES BOAZ, Trustee of the Revocable Living Trust Agreement of James Boaz dated 7/30/92, who (Notary choose one) [] is personally known to me, or [] has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 2 day of October, 2003, by RICHARD A. JACKSON, who (Notary choose one) [☒] is personally known to me, or [] has produced _____ as identification.



JOANN V. MARSHALL
MY COMMISSION # DD 219174
EXPIRES: July 30, 2007
Bonded Thru Budget Notary Services

Joann V. Marshall
Notary Public
Print Name: _____
My Commission Expires: _____

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 2 day of October, 2003, by SUSAN B. JACKSON, who (Notary choose one) [☒] is personally known to me, or [] has produced _____ as identification.

Joann V. Marshall
Notary Public
Print Name: _____
My Commission Expires: _____



JOANN V. MARSHALL
MY COMMISSION # DD 219174
EXPIRES: July 30, 2007
Bonded Thru Budget Notary Services

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by WILLIAM W. HORST, who (Notary choose one) [] is personally known to me, or [] has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

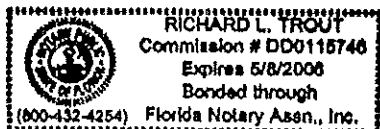
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by LINDA J. HORST, who (Notary choose one) [] is personally known to me, or [] has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

STATE OF FL.
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2003, by ALAN COOK, who (Notary choose one) [] is personally known to me, or [7] has produced FL DL # as identification.
FL DL # C200-016-52-209-0



Richard L. Trout
Notary Public
Print Name: Richard L. Trout
My Commission Expires: _____

THE PHOENIX SURVEYING COMPANY, INC.

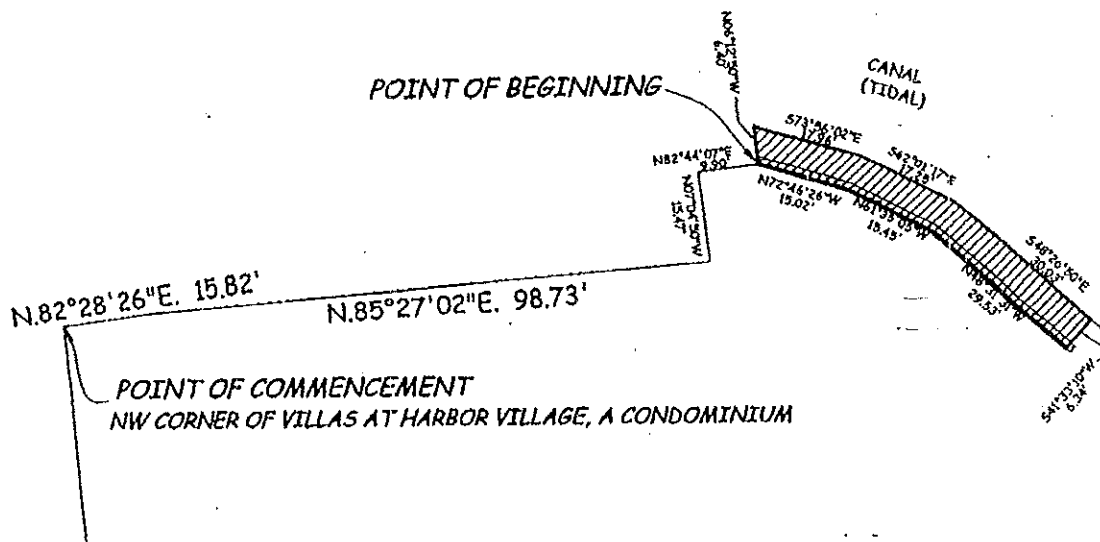
CONSULTANTS * SURVEYORS * PLANNERS
3466 DEPEW CIRCLE, PORT CHARLOTTE, FL., 33952
PH. (941) 629 - 6801 FAX (941) 627 - 5168

SKETCH OF DESCRIPTION PREPARED FOR:
HERITAGE OF SARASOTA, INC.



EX. "A"

P. 1



VILLAS AT HARBOR VILLAGE, A CONDOMINIUM,
CONDO PLAT BOOK 11, PAGES 18A-18I

EACH SHEET OF THIS SKETCH IS AN INTEGRAL PART THEROF.

THIS IS NOT A BOUNDARY SURVEY.

SCALE: 1" = 20'

SHEET 1 OF 2

JOB # 97-3141-F

CONSULTANTS * SURVEYORS * PLANNERS
3466 DEPEW CIRCLE, PORT CHARLOTTE, FL., 33952
PH. (941) 629 - 6801 FAX (941) 627 - 5168

EX. "A"
p. 2

A PORTION OF SECTION 27, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

THENCE NORTH 06° 12' 50" WEST, A DISTANCE OF 6.40 FEET; THENCE SOUTH 73° 36' 02" EAST, A DISTANCE OF 17.96 FEET; THENCE SOUTH 62° 01' 37" EAST, A DISTANCE OF 17.28 FEET; THENCE SOUTH 48° 26' 30" EAST, A DISTANCE OF 30.03 FEET; THENCE SOUTH 41° 33' 10" WEST, A DISTANCE OF 6.34 FEET; THENCE NORTH 48° 31' 31" WEST, A DISTANCE OF 29.53 FEET; THENCE NORTH 61° 35' 05" WEST, A DISTANCE OF 15.45 FEET; THENCE NORTH 72° 46' 26" WEST, A DISTANCE OF 15.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 392 SQUARE FEET MORE OR LESS.

LEGAL DESCRIPTION: (INGRESS, EGRESS AND UTILITY EASEMENT)

BEGINNING AT THE NORTHWEST CORNER OF VILLAS AT HARBOUR VILLAGE, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM PLAT BOOK 31, PAGES 18A - 18I, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA: THENCE NORTH 82° 28' 26" EAST, A DISTANCE OF 15.82 FEET; THENCE NORTH 85° 27' 02" EAST, A DISTANCE OF 58.73 FEET; THENCE SOUTH 52° 47' 20" EAST, A DISTANCE OF 67.19 FEET; THENCE NORTH 37° 12' 40" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 52° 47' 20" EAST, A DISTANCE OF 152.79 FEET; THENCE NORTH 41° 01' 30" EAST, A DISTANCE OF 1.01 FEET; THENCE NORTH 48° 31' 31" WEST, A DISTANCE 200.12 FEET; THENCE NORTH 61° 31' 35" WEST, A DISTANCE OF 15.45 FEET; THENCE NORTH 72° 46' 26" WEST, A DISTANCE OF 15.02 FEET; THENCE SOUTH 82° 44' 07" WEST, A DISTANCE OF 159.90 FEET; THENCE SOUTH 78° 54' 34" WEST, A DISTANCE OF 150.11 FEET; THENCE SOUTH 69° 41' 13" WEST, A DISTANCE OF 77.36 FEET; THENCE SOUTH 20° 28' 01" EAST, A DISTANCE OF 12.08 FEET; THENCE NORTH 68° 33' 23" EAST, A DISTANCE OF 70.09 FEET; THENCE NORTH 77° 23' 15" EAST, A DISTANCE OF 114.12 FEET; THENCE NORTH 82° 28' 26" EAST, A DISTANCE OF 83.81 FEET TO THE POINT OF BEGINNING.

BEARINGS FOR THE ABOVE DESCRIPTION ARE BASED ON THE CONDOMINIUM PLAT OF VILLAS AT HARBOUR VILLAGE, A CONDOMINIUM, RECORDED IN CONDOMINIUM BOOK 11, PAGES 18A - 18I, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

51A	= SET SIZE WITH CAP.LA.RSHT	
51B	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
1P	= 1/4" IRIPI	
51E	= SET 1/2" IRIPI	
51F	= POLYD. 1/2" IRIPI	
51G	= FAREN. 1/4" TON 400 WITH 25% IDENTIFICATION	
51H	= DUTY 1/4" TON 400 WITH 25% IDENTIFICATION	
51I	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51J	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51K	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51L	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51M	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51N	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51O	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51P	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51Q	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51R	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51S	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51T	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51U	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51V	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51W	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51X	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51Y	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51Z	= FAREN. 1/2" TON 400 WITH 25% IDENTIFICATION	
51A	= SET SIZE WITH CAP.LA.RSHT	
51B	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51C	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51D	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51E	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51F	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51G	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51H	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51I	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51J	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51K	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51L	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51M	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51N	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51O	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51P	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51Q	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51R	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51S	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51T	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51U	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51V	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51W	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51X	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51Y	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	
51Z	= POLYD. 1/4" TON 400 WITH 25% IDENTIFICATION	

P.F.D. ■ FOUND
P.N. ■ FOUND NAIL
P.F.D. ■ FOUND NAIL BRICK
A.T.D.S. ■ AT TIME OF SLAVEY
E.O.W. ■ EDGE OF WATER
T.O.B. ■ TOP OF BANK
O.H.U. ■ OVERHEAD UTILITY
U.P. ■ UTILITY POLE
GUY ■ GUY WIRE
P.S.B. ■ PHONE SERVICE BOX
M.H. ■ MANHOLE
F.H. ■ FIRE HYDRANT
★ ■ LAST DAY IN FIELD
P.O.B. ■ POINT OF BEGINNING
P.O.C. ■ POINT OF COMMENCEMENT

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G27-4, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 672.027, FLORIDA STATUTES.

DATE 7-24-02
D. BUCHHEIT, STIMULETARY, P.L.R.
FLORIDA REGISTRATION #1941
L.R. # 4579

SCALE: 1" = 20'

SHEET 2 OF 2

JOB # 97-3141-F

Rec Fees

105⁰⁰

Doc Stamps

Int Tax

11.00 2nd

10

PREPARED BY AND RETURN TO:
Thomas M. Tucker, Esq.
Florida Bar #0885967
Dunlap & Moran, P.A.
22 S. Links Ave., Suite 300
Sarasota, Florida 34236
(941) 366-0115
File No. 4319-42



BARBARA T. SCOTT, CLERK
CHARLOTTE COUNTY
OR BOOK 02370 PAGE 0309
RECORDED 12/24/2003 03:12:46 PM
FILE NUMBER 1130857
RECORDING FEES 105.00
INDEX FEES 11.00

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM
OF VILLAS AT HARBOUR VILLAGE, A Condominium

The undersigned, being all of the officers of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., hereby certify that the AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF VILLAS AT HARBOUR VILLAGE, A Condominium, attached hereto as Exhibit "A", has been duly adopted by the Owners of all condominium units located in and comprising said condominium, all in accordance with the terms and provisions of the DECLARATION OF CONDOMINIUM OF VILLAS AT HARBOUR VILLAGE, A Condominium, as recorded in O.R. Book 1831, Page 0125, Public Records of Charlotte County, Florida.

IN WITNESS WHEREOF, We have hereunto affixed our signatures as of this dates hereinafter set forth.

Witnesses:

Printed Name:

Ralph Jackson
RALPH JACKMAN

Printed Name:

Alan Cook
ALAN COOK

Robert W. Martell, as

President of VILLAS AT
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.

Date:

Robert W. Martell
9-23-03

Printed Name:

Richard Jackson, as

Vice President of VILLAS AT
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.

Printed Name:

Date:

IMAGED L.T.

13

PREPARED BY AND RETURN TO:
Thomas M. Tucker, Esq.
Florida Bar #0885967
Dunlap & Moran, P.A.
22 S. Links Ave., Suite 300
Sarasota, Florida 34236
(941) 366-0115
File No. 4319-42

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM
OF VILLAS AT HARBOUR VILLAGE, A Condominium

The undersigned, being all of the officers of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., hereby certify that the AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF VILLAS AT HARBOUR VILLAGE, A Condominium, attached hereto as Exhibit "A", has been duly adopted by the Owners of all condominium units located in and comprising said condominium, all in accordance with the terms and provisions of the DECLARATION OF CONDOMINIUM OF VILLAS AT HARBOUR VILLAGE, A Condominium, as recorded in O.R. Book 1831, Page 0125, Public Records of Charlotte County, Florida.

IN WITNESS WHEREOF, We have hereunto affixed our signatures as of this dates hereinafter set forth.

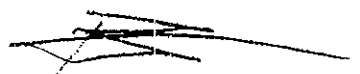
Witnesses:

Printed Name: _____

Robert W. Martell, as
President of VILLAS AT
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.
Date: _____

Printed Name: _____

Catherine Zitis
Printed Name: CATHERINE ZITIS


Richard Jackson, as
Vice President of VILLAS AT
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.
Date: 10/2/03

Joann V. Marshall
Printed Name: JOANN V. Marshall

Alan Cook
Printed Name: ALAN COOK

Robert Martell
Printed Name: ROBERT MARTELL

Ralph Jackson
Ralph Jackson, as
Treasurer of VILLAS AT
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.
Date: _____

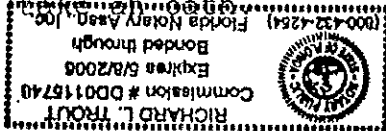
Robert Martell
Printed Name: ROBERT MARTELL

Ralph Jackson
Printed Name: RALPH JACKMAN

Alan Cook
Alan Cook, as
Secretary of VILLAS AT
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.
Date: 9-23-03

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 23 day
of SEPTEMBER, 2003 by Robert W. Martell, as President of
VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., who
(notary choose one) [] is personally known to me, or [X] has
produced FLDC# M634-779-57-162-0 as identification, and
who did



Richard L. Trout
Notary Public
Printed Name: Richard L. Trout
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day
of _____, 2003 by Richard Jackson, as Vice President
of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC.,
who (notary choose one) [] is Personally known to me, or []
has produced _____ as identification,
and who did take an oath.

Notary Public
Printed Name: _____
My Commission Expires: _____

DR BOOK 02370 PAGE 0311

Printed Name: _____

Ralph Jackman, as
Treasurer of VILLAS AT
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.
Date: _____

Printed Name: _____

Printed Name: _____

Alan Cook, as
Secretary of VILLAS AT
HARBOUR VILLAGE PROPERTY
OWNERS ASSOCIATION, INC.
Date: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day
of _____, 2003 by Robert W. Martell, as President of
VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., who
(notary choose one) [] is personally known to me, or [] has
produced _____ as identification, and
who did take an oath.

Notary Public
Printed Name: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 2 day
of October, 2003 by Richard Jackson, as Vice President
of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC.,
who (notary choose one) [☒] is Personally known to me, or []
has produced _____ as identification,
and who did take an oath.

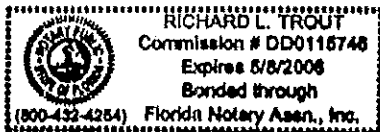
Joann V. Marshall
Notary Public
Printed Name: _____
My Commission Expires: _____

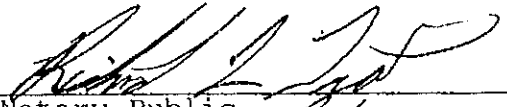


JOANN V. MARSHALL
MY COMMISSION # DD 219174
EXPIRES: July 30, 2007
Bonded Thru Budget Notary Services

STATE OF FLORIDA
COUNTY OF CHARLOTTE

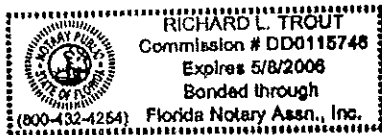
The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2003 by Ralph Jackman, as Treasurer of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., who (notary choose one) ☐ is personally known to me, or ☒ has produced FL.DL. 5255-785-39-001-0 as identification, and who did take an oath.

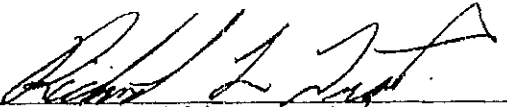



Notary Public
Printed Name: Richard L Trout
My Commission Expires:

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2003 by Alan Cook, as Secretary of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., who (notary choose one) ☐ is personally known to me, or ☒ has produced FL. ID. C200-016-52-209-0 as identification, and who did take an oath.

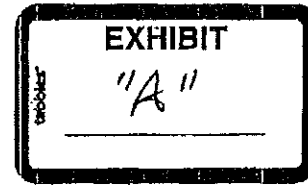



Notary Public
Printed Name: Richard L Trout
My Commission Expires:

TMT:gm\F:\Docs\RE\4319-42\certificate of amendment to declaration.doc

OR BOOK 02370 PAGE 0313

Prepared by and return to:
Thomas M. Tucker, Esq.
DUNLAP & MORAN, P.A.
22 S. Links Ave., Suite 300
Sarasota, FL 34236
File No. 4319-42



AMENDMENT TO DECLARATION OF CONDOMINIUM
OF VILLAS AT HARBOUR VILLAGE, A Condominium

The undersigned, constituting all of the Owners of the condominium units comprising VILLAS AT HARBOUR VILLAGE, a Condominium, as per the DECLARATION OF CONDOMINIUM OF VILLAS AT HARBOUR VILLAGE, A Condominium, recorded in O.R. Book 1831, Page 0125, Public Records of Charlotte County, Florida, (hereinafter, the "Declaration"), hereby agree to amend the Declaration as follows:

Section 19, entitled, "Common Docks", is hereby deleted in its entirety. The text of said deleted section is reproduced here and is lined through in order to comply with Section 718.110 (1) (b), Florida Statutes:

~~19 — Common Docks:~~

~~19.01 — Three (3) boat docks shall provide common dockage, if constructed, and shall be Common Elements. Such docks will initially be made available for Owners on a first come, first served basis on such rates and terms as may be determined by the Association. There will be an extra fee of \$2.00 per lineal foot per month based on the length of the vessel moored at the dock, payable to the Association at closing for the first year and each year thereafter in advance. This fee is subject to change by the Association. The Association will be responsible for the cost of administration, maintenance, repair and reconstruction of such boat docks.~~

~~19.02 — All of the above described boat docks may be made available on or before substantial completion of the Condominium or upon obtaining any and all permits for construction of the boat docks and completion of construction of same, whichever occurs last.~~

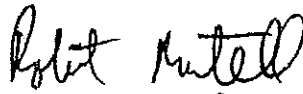
~~19.03 — This offering makes and depicts representations that boat docks will be provided. These facilities may only be built if certain permits can be obtained from the appropriate local, state or federal authorities. All of these permits have not been obtained. If Developer fails to obtain all such permits on or before the date~~

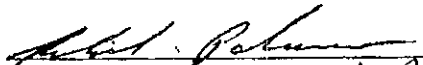
~~of this Declaration, Developer may elect not to provide boat
decks.~~

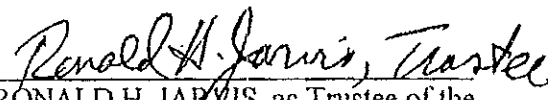
The Declaration remains unchanged in all other regards.


The above referenced amendment is agreed to by the undersigned in consideration of that certain Warranty Deed from NORTHEAST INVESTMENT GROUP, a Florida general partnership, in favor of VILLAS AT HARBOUR VILLAGE PROPERTY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, (hereinafter, the "Association"), concerning the dock facilities and related easement described in the attached Exhibit "A", and in conjunction with that certain Amendment to the Bylaws of the Association setting forth certain powers and duties of the Association relative to said dock facilities and easement, which Deed and Amendment are recorded simultaneously herewith.


Witnesses:


Printed Name: ROBERT MARTELL



Printed Name: Richard Palermo



RONALD H. JARVIS, as Trustee of the
RONALD H. JARVIS LIVING TRUST
Dated January 2, 2000
"As to Unit 501 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 9/26/03



Printed Name: Alan Cook



Printed Name: RALPH JACKMAN

HERITAGE OF SARASOTA, INC., a
Florida corporation

By: 
ROBERT W. MARTELL, as its president
"As to Units 502, 506, 508, and 509, in
VILLAS AT HARBOUR VILLAGE, a
Condominium"
Date: 9-23-03


Printed Name: Alan Cook


Printed Name: ROBERT MARTELL


RALPH E. JACKMAN, as Co-Trustee
of the Ralph E. Jackman Revocable Living
Trust dated 5/12/97
"As to Unit 503 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 9-23-03

Robert Martell
Printed Name: ROBERT MARTELL

Alan Cook
Printed Name: Alan Cook

Theresa E. Jackman
THERESA E. JACKMAN, as Co-Trustee
of the Ralph E. Jackman Revocable Living
Trust dated 5/12/97
"As to Unit 503 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 9-23-03

Printed Name: _____

JAMES BOAZ, Trustee of the Revocable
Living Trust Agreement of James Boaz dated
7/30/92

Printed Name: _____

"As to Unit 504 in VILLAS AT HARBOUR
VILLAGE, a Condominium"

Date: _____

Printed Name: _____

RICHARD A. JACKSON
"As to Unit 505 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Printed Name: _____

SUSAN B. JACKSON
"As to Unit 505 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Printed Name: _____

THERESA E. JACKMAN, as Co-Trustee
of the Ralph E. Jackman Revocable Living
Trust dated 5/12/97
"As to Unit 503 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Doreene N. Ravens
Printed Name: Doreene N. Ravens

James A. Boaz - Trustee
JAMES BOAZ, Trustee of the Revocable
Living Trust Agreement of James Boaz dated
7/30/92
"As to Unit 504 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 9/29/03

Peggy Sampson
Printed Name: Peggy Sampson

Printed Name: _____

RICHARD A. JACKSON
"As to Unit 505 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Printed Name: _____

SUSAN B. JACKSON
"As to Unit 505 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Printed Name: _____

THERESA E. JACKMAN, as Co-Trustee
of the Ralph E. Jackman Revocable Living
Trust dated 5/12/97
"As to Unit 503 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

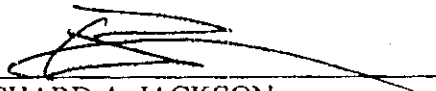
Printed Name: _____

Printed Name: _____

JAMES BOAZ, Trustee of the Revocable
Living Trust Agreement of James Boaz dated
7/30/92
"As to Unit 504 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

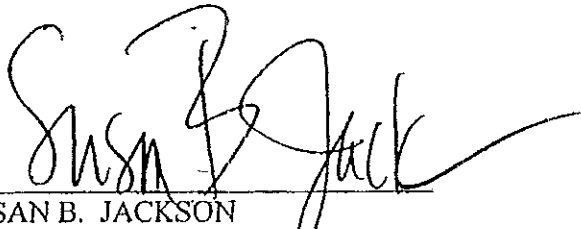
Catherine Zitis
Printed Name: **CATHERINE ZITIS**



RICHARD A. JACKSON
"As to Unit 505 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 10/2/03

Joann V. Marshall
Printed Name: **JOANN V. Marshall**

Catherine Zitis
Printed Name: **CATHERINE ZITIS**



SUSAN B. JACKSON
"As to Unit 505 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 10/2/03

Joann V. Marshall
Printed Name: **JOANN V. Marshall**

Robert Martell
Printed Name: ROBERT MARTELL

Linda J. Horst
Printed Name: LINDA J. HORST

Robert Martell
Printed Name: ROBERT MARTELL

James Dean
Printed Name: JAMES DEAN

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Robert W. Horst
ROBERT W. HORST
"As to Unit 507 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 8-23-03

Linda J. Horst
LINDA J. HORST
"As to Unit 507 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 8-23-03

ALAN COOK
"As to Unit 510 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

MARVIN I. KAPLAN, as Trustee of the
Marvin I. Kaplan Revocable Living Trust
U/A/D July 24, 2000
"As to Unit 511 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

ROBERT W. HORST
"As to Unit 507 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____

Printed Name: _____

LINDA J. HORST
"As to Unit 507 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

Printed Name: _____


Printed Name: _____

ALAN COOK
"As to Unit 510 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: _____

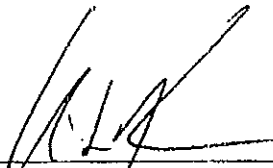
Printed Name: _____



Printed Name: THOMAS TUCKER



Printed Name: Paula G. Nicholson

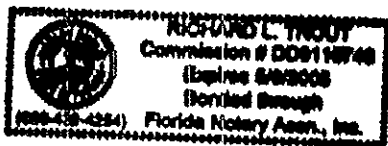


MARVIN I. KAPLAN, as Trustee of the
Marvin I. Kaplan Revocable Living Trust
U/A/D July 24, 2000
"As to Unit 511 in VILLAS AT HARBOUR
VILLAGE, a Condominium"
Date: 9/24/03

STATE OF FL.
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 26 day of SEPTEMBER, 2003, by RONALD H. JARVIS, as Trustee of the RONALD H. JARVIS LIVING TRUST dated January 2, 2000, who (Notary choose one) ☐ is personally known to me, or ☒ has produced _____ as identification.

MASS. DL # 567426862

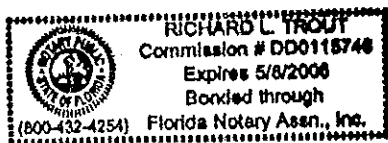


Richard L. Trout
Notary Public
Print Name: Richard L. Trout
My Commission Expires:

STATE OF FL.
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2003, by ROBERT W. MARTELL, as President of HERITAGE OF SARASOTA, INC., who (Notary choose one) ☐ is personally known to me, or ☒ has produced _____ as identification.

FL DL # 14634-779-57-162-0

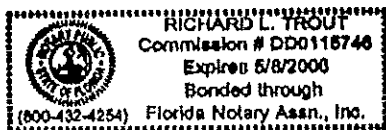


Richard L. Trout
Notary Public
Print Name: Richard L. Trout
My Commission Expires:

STATE OF FL.
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2003, by RALPH E. JACKMAN, as Co-Trustee of the Ralph E. Jackman Revocable Living Trust dated 5/12/97, who (Notary choose one) ☐ is personally known to me, or ☒ has produced _____ as identification.

FL DL # 5255-725-39-001-0

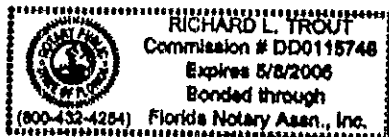


Richard L. Trout
Notary Public
Print Name: Richard L. Trout
My Commission Expires:

STATE OF FL.
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2003, by THERESA E. JACKMAN, as Co-Trustee of the Ralph E. Jackman Revocable Living Trust dated 5/12/97, who (Notary choose one) ☐ is personally known to me, or ☒ has produced _____ as identification.

FL DL # JD55-805515820



Richard L. Trout
Notary Public
Print Name: Richard L Trout
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by JAMES BOAZ, Trustee of the Revocable Living Trust Agreement of James Boaz dated 7/30/92, who (Notary choose one) ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by RICHARD A. JACKSON, who (Notary choose one) ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

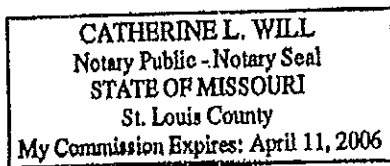
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by THERESA E. JACKMAN, as Co-Trustee of the Ralph E. Jackman Revocable Living Trust dated 5/12/97, who (Notary choose one) ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

STATE OF Missouri
COUNTY OF St Louis

The foregoing instrument was acknowledged before me this 27th day of Sept., 2003, by JAMES BOAZ, Trustee of the Revocable Living Trust Agreement of James Boaz dated 7/30/92, who (Notary choose one) ☐ is personally known to me, or ☒ has produced MD DL as identification.



Catherine L. Will
Notary Public
Print Name: Catherine L. Will
My Commission Expires: April 11, 2006

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by RICHARD A. JACKSON, who (Notary choose one) ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by THERESA E. JACKMAN, as Co-Trustee of the Ralph E. Jackman Revocable Living Trust dated 5/12/97, who (Notary choose one) [_____] is personally known to me, or [_____] has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by JAMES BOAZ, Trustee of the Revocable Living Trust Agreement of James Boaz dated 7/30/92, who (Notary choose one) [_____] is personally known to me, or [_____] has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 2 day of October, 2003, by RICHARD A. JACKSON, who (Notary choose one) [☒] is personally known to me, or [_____] has produced _____ as identification.

Joann V. Marshall

Notary Public
Print Name: _____
My Commission Expires: _____




JOANN V. MARSHALL
MY COMMISSION # DD 219174
EXPIRES: July 30, 2007
Bonded Thru Budget Notary Services

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 2 day of October 2003, by SUSAN B. JACKSON, who (Notary choose one) ☒ is personally known to me, or ☐ has produced _____ as identification.

Joann V. Marshall
Notary Public
Print Name: _____
My Commission Expires: _____

 JOANN V. MARSHALL
MY COMMISSION # DD 219174
EXPIRES: July 30, 2007
Bonded Thru Budget Notary Services

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by ROBERT W. HORST, who (Notary choose one) ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by LINDA J. HORST, who (Notary choose one) ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

THE PHOENIX SURVEYING COMPANY, INC.

CONSULTANTS * SURVEYORS * PLANNERS

3466 DEPEW CIRCLE, PORT CHARLOTTE, FL., 33952

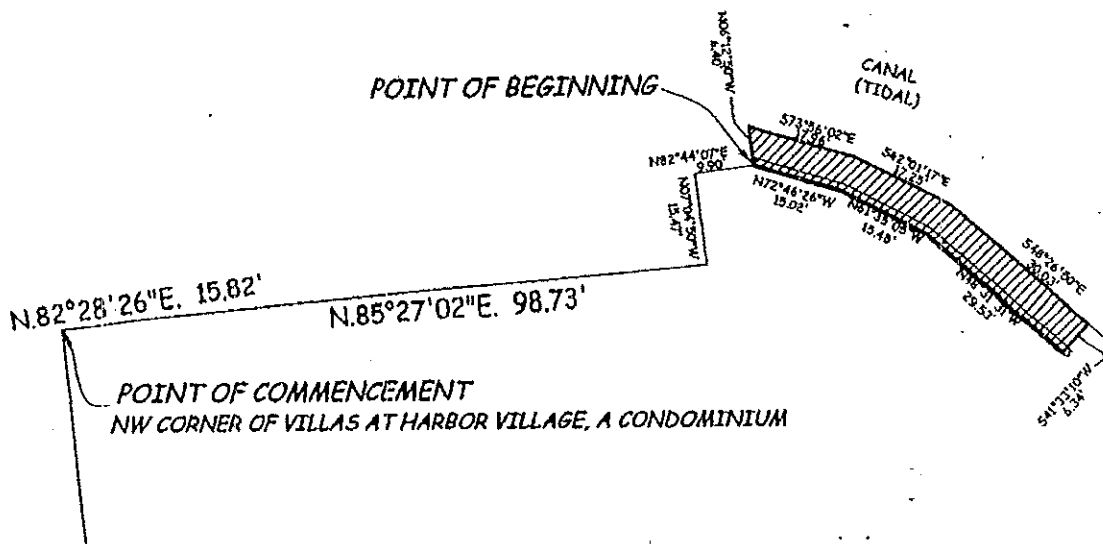
PH. (941) 629 - 6801 FAX (941) 627 - 5168

SKETCH OF DESCRIPTION PREPARED FOR:
HERITAGE OF SARASOTA, INC.



EX. "A"

P. 1



VILLAS AT HARBOR VILLAGE, A CONDOMINIUM,
CONDO PLAT BOOK 11, PAGES 18A-18I

EACH SHEET OF THIS SKETCH IS AN INTEGRAL PART THEROF.

THIS IS NOT A BOUNDARY SURVEY.

SCALE: 1" = 20'

SHEET 1 OF 2

JOB # 97-3141-F

CONSULTANTS * SURVEYORS * PLANNERS
3466 DEPEW CIRCLE, PORT CHARLOTTE, FL., 33952
PH. (941) 629 - 6801 FAX (941) 627 - 5168

EX. "A"
p. 2

A PORTION OF SECTION 27, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF VILLAS AT HARBOUR VILLAGE, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM PLAT BOOK 11, PAGES 18A - 18I, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA: THENCE NORTH 82° 28' 26" EAST, A DISTANCE OF 15.82 FEET; THENCE NORTH 85° 27' 02" EAST, A DISTANCE OF 90.73 FEET; THENCE NORTH 07° 04' 50" WEST, A DISTANCE OF 15.47 FEET; THENCE NORTH 82° 44' 07" EAST, A DISTANCE OF 9.90 FEET TO THE EDGE OF A CONCRETE SEAWALL AND THE POINT OF BEGINNING.

THENCE NORTH 06° 12' 50" WEST, A DISTANCE OF 6.40 FEET; THENCE SOUTH 73° 06' 02" EAST, A DISTANCE OF 17.96 FEET; THENCE SOUTH 62° 01' 17" EAST, A DISTANCE OF 17.25 FEET; THENCE SOUTH 48° 26' 50" EAST, A DISTANCE OF 30.03 FEET; THENCE SOUTH 41° 33' 10" WEST, A DISTANCE OF 6.34 FEET; THENCE NORTH 40° 31' 31" WEST, A DISTANCE OF 29.53 FEET; THENCE NORTH 61° 35' 05" WEST, A DISTANCE OF 15.15 FEET; THENCE NORTH 72° 46' 26" WEST, A DISTANCE OF 15.02 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

CONTAINING 392 SQUARE FEET MORE OR LESS.

LEGAL DESCRIPTION: (INGRESS, EGRESS AND UTILITY EASEMENT)

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS & UTILITIES LYING OVER, UNDER AND ACROSS A PORTION OF SECTION 27, TOWNSHIP 40 SOUTH, RANGE 21 EAST, CHARLOTTE COUNTY, FLORIDA BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF VILLAS AT HARBOUR VILLAGE, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM PLAT BOOK 11, PAGES 184 - 182, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE NORTH 82° 28' 26" EAST, A DISTANCE OF 15.82 FEET; THENCE NORTH 85° 27' 02" EAST, A DISTANCE OF 98.73 FEET; THENCE SOUTH 52° 47' 20" EAST, A DISTANCE OF 67.19 FEET; THENCE NORTH 37° 12' 40" EAST, A DISTANCE OF 8.00 FEET; THENCE SOUTH 52° 47' 20" EAST, A DISTANCE OF 152.79 FEET; THENCE NORTH 41° 03' 30" EAST, A DISTANCE OF 1.01 FEET; THENCE NORTH 48° 31' 31" WEST, A DISTANCE 200.12 FEET; THENCE NORTH 61° 35' 05" WEST, A DISTANCE OF 15.45 FEET; THENCE NORTH 72° 46' 26" WEST, A DISTANCE OF 15.02 FEET; THENCE SOUTH 82° 44' 07" WEST, A DISTANCE OF 159.90 FEET; THENCE SOUTH 78° 54' 34" WEST, A DISTANCE OF 130.11 FEET; THENCE SOUTH 69° 41' 13" WEST, A DISTANCE OF 77.96 FEET; THENCE SOUTH 20° 28' 01" EAST, A DISTANCE OF 12.08 FEET; THENCE NORTH 68° 33' 29" EAST, A DISTANCE OF 70.09 FEET; THENCE NORTH 77° 23' 15" EAST, A DISTANCE OF 114.12 FEET; THENCE NORTH 82° 28' 26" EAST, A DISTANCE OF 83.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,792 SQUARE FEET MORE OR LESS.

BEARINGS FOR THE ABOVE DESCRIPTION ARE BASED ON THE CONDOMINIUM PLAT OF VILLAS AT HARBOUR VILLAGE, A CONDOMINIUM, RECORDED IN CONDOMINIUM BOOK 11, PAGES 18A - 18I, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

EACH SHEET OF THIS SKETCH IS AN INTEGRAL PART THEROF.

S1A	SET BATH WITHIN CLOSURE	P6179	
S1B	FOURTH 1/2 INCHES WITHIN IDENTIFICATION		
S1C	1/2 INCHES		
S1D	SET F.A. INAD		
S1E	FOURTH 1/2 INAD		
S1F	FOURTH 1/2 INAD		
S1G	FOURTH 1/2 INAD		
S1H	FOURTH 1/2 INAD		
S1I	FOURTH 1/2 INAD		
S1J	FOURTH 1/2 INAD		
S1K	FOURTH 1/2 INAD		
S1L	FOURTH 1/2 INAD		
S1M	FOURTH 1/2 INAD		
S1N	FOURTH 1/2 INAD		
S1O	FOURTH 1/2 INAD		
S1P	FOURTH 1/2 INAD		
S1Q	FOURTH 1/2 INAD		
S1R	FOURTH 1/2 INAD		
S1S	FOURTH 1/2 INAD		
S1T	FOURTH 1/2 INAD		
S1U	FOURTH 1/2 INAD		
S1V	FOURTH 1/2 INAD		
S1W	FOURTH 1/2 INAD		
S1X	FOURTH 1/2 INAD		
S1Y	FOURTH 1/2 INAD		
S1Z	FOURTH 1/2 INAD		
S2A	FOURTH 1/2 INAD		
S2B	FOURTH 1/2 INAD		
S2C	FOURTH 1/2 INAD		
S2D	FOURTH 1/2 INAD		
S2E	FOURTH 1/2 INAD		
S2F	FOURTH 1/2 INAD		
S2G	FOURTH 1/2 INAD		
S2H	FOURTH 1/2 INAD		
S2I	FOURTH 1/2 INAD		
S2J	FOURTH 1/2 INAD		
S2K	FOURTH 1/2 INAD		
S2L	FOURTH 1/2 INAD		
S2M	FOURTH 1/2 INAD		
S2N	FOURTH 1/2 INAD		
S2O	FOURTH 1/2 INAD		
S2P	FOURTH 1/2 INAD		
S2Q	FOURTH 1/2 INAD		
S2R	FOURTH 1/2 INAD		
S2S	FOURTH 1/2 INAD		
S2T	FOURTH 1/2 INAD		
S2U	FOURTH 1/2 INAD		
S2V	FOURTH 1/2 INAD		
S2W	FOURTH 1/2 INAD		
S2X	FOURTH 1/2 INAD		
S2Y	FOURTH 1/2 INAD		
S2Z	FOURTH 1/2 INAD		
S3A	FOURTH 1/2 INAD		
S3B	FOURTH 1/2 INAD		
S3C	FOURTH 1/2 INAD		
S3D	FOURTH 1/2 INAD		
S3E	FOURTH 1/2 INAD		
S3F	FOURTH 1/2 INAD		
S3G	FOURTH 1/2 INAD		
S3H	FOURTH 1/2 INAD		
S3I	FOURTH 1/2 INAD		
S3J	FOURTH 1/2 INAD		
S3K	FOURTH 1/2 INAD		
S3L	FOURTH 1/2 INAD		
S3M	FOURTH 1/2 INAD		
S3N	FOURTH 1/2 INAD		
S3O	FOURTH 1/2 INAD		
S3P	FOURTH 1/2 INAD		
S3Q	FOURTH 1/2 INAD		
S3R	FOURTH 1/2 INAD		
S3S	FOURTH 1/2 INAD		
S3T	FOURTH 1/2 INAD		
S3U	FOURTH 1/2 INAD		
S3V	FOURTH 1/2 INAD		
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S3X	FOURTH 1/2 INAD		
S3Y	FOURTH 1/2 INAD		
S3Z	FOURTH 1/2 INAD		
S4A	FOURTH 1/2 INAD		
S4B	FOURTH 1/2 INAD		
S4C	FOURTH 1/2 INAD		
S4D	FOURTH 1/2 INAD		
S4E	FOURTH 1/2 INAD		
S4F	FOURTH 1/2 INAD		
S4G	FOURTH 1/2 INAD		
S4H	FOURTH 1/2 INAD		
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S4J	FOURTH 1/2 INAD		
S4K	FOURTH 1/2 INAD		
S4L	FOURTH 1/2 INAD		
S4M	FOURTH 1/2 INAD		
S4N	FOURTH 1/2 INAD		
S4O	FOURTH 1/2 INAD		
S4P	FOURTH 1/2 INAD		
S4Q	FOURTH 1/2 INAD		
S4R	FOURTH 1/2 INAD		
S4S	FOURTH 1/2 INAD		
S4T	FOURTH 1/2 INAD		
S4U	FOURTH 1/2 INAD		
S4V	FOURTH 1/2 INAD		
S4W	FOURTH 1/2 INAD		
S4X	FOURTH 1/2 INAD		

PND: POUND
 PN: POUND NAIL
 PND: POUND NAIL & DISK
 A.D.S.: AT TIME OF SURVEY
 E.O.W.: EDGE OF WATER
 T.O.B.: TOP OF BANK
 O.H.U.: OVERHEAD UTILITY
 U.I.: UTILITY POLE
 W.Y.: WIRE
 F.S.B.: PHONE SERVICE BOX
 M.H.: MANHOLE
 F.H.: FIREHYDRANT
 L.D.I.: LAST DAY IN FIELD
 P.O.B.: POINT OF BEGINNING
 P.O.C.: POINT OF COMMENCEMENT

NOTE: THE UNDERSIGNED AND THE PHOENIX SURVEYING COMPANY, INC. MAKE NO GUARANTEES OR REPRESENTATIONS REGARDING INFORMATION SHOWN HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS. THE SKETCH AS SHOWN HEREON WAS MADE WITHOUT BENEFIT OF ABSTRACT OF TITLE. THIS SKETCH IS NOT VALID UNLESS IT BEARS AN ORIGINAL SIGNATURE AND AN EMBOSSED SURVEYORS SEAL. ANY ADDITIONS AND/OR DELETIONS TO THIS SKETCH ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE UNDERSIGNED.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 1162-4, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.087, FLORIDA STATUTES.

DATE 7-24-03
L.A. # 1577
S. JAMES STREET, FLS
FLORIDA REGISTRATION # 3547
SCALE: 1" = 20'
SHEET 2 OF 2
JOB # 97-3141-F

OR BOOK 02370 PAGE 0331

DEED RECORD BOOK 11

18

I HEREBY CERTIFY, That on this 24th day of September A. D. 1924, before me personally appeared J. C. McEwen and E. K. Walker, respectively President and Secretary of J. C. McEwen & Company, a corporation under the laws of the State of Florida to be known to be the persons described in and who executed the foregoing conveyance to Stella B. Molane and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation and the said instrument is the not and deed of said corporation.

WITNESS my signature and official seal at Tallahassee, in the County of Hardee and State of Florida the day and year last aforesaid.

(NOTARIAL SEAL)

Hortense E. E. E. (Seal)

The original filed and recorded:

Notary Public State of Florida at Large

September 14, 1925.

My Commission expires Dec. 10, 1927.

Clerk of Court

CHAS. A. McLANE & WIFE

No. 5868.

E. K. WALKER.

WARRANTY DEED.

THIS DEED, Made the 10th day of September, A. D. 1925, by Stella B. Molane & Charles A. Molane, her husband of the County of Charlotte State of Florida hereinafter called the grantors, to E. K. Walker of the County of Hardee State of Florida, hereinafter called the grantee,

WITNESSETH, That the said grantors, in consideration of One Dollar & Other Valuable considerations Dollars, the receipt whereof is hereby acknowledged, do give, grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said grantee, and his heirs and assigns, in fee simple, all of an undivided one-half interest in and to, the lands situate in Charlotte County, State of Florida, described as follows:

All that tract of land in Sub-division of a part of lots one (1) and in section Thirty Three (33), Township Forty (40) South, Range Twenty Three (23) East; and lots three (3) and four (4) in Section Four (4) Township Forty One (41), South, Range Twenty Three (23) East, Charlotte County, Florida, as per recorded plat; and further described as follows:

Bounded on the North by Sea Marsh, owned by vendors and John M. Weeks; on the South by the Right of Way of the Atlantic Coast Line Railroad and land of Misses B. A. K. Pepper, known as tract number Seven (7) of said plat; on the East by land of Misses Pepper above described and land of John M. Weeks and on the West by the center of Broad Creek and further known as tract number one (1) Four (4) Five (5) and Six (6) and surveyed streets or roads adjacent thereto and containing twenty eight and two tenths acres, more or less.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances, unto the said grantee, and his heirs and assigns, in fee simple.

AND the said grantors, for themselves and their heirs and legal representatives, covenant with said grantee, his heirs, legal representatives and assigns; That said grantor are

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indefeasibly seized of said land in fee simple; that said grantors have full power and lawful right to convey said lands in fee simple, as aforesaid; that it shall be lawful for said grantee, his heirs, legal representatives and assigns, at all times peaceably and quietly to enter upon, hold, occupy, and enjoy said land; that said land is free from all incumbrances; that said grantors, their heirs and legal representatives, will make such further assurances to perfect the fee simple title to said land in said grantee, his heirs, legal representatives and assigns, as may reasonably be required; and that said grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

WITNESS the hands and seals of said grantor, this day and year first above written.
Signed, sealed, and delivered

in the presence of:

Grace E. Laubach

Chas. A. Molane (Seal)

H. H. Keene)

Stella B. Molane (Seal)

(Stamps \$1.00)

STATE OF FLORIDA,)

COUNTY OF CHARLOTTE)

I HEREBY CERTIFY That on this day personally appeared before me an officer duly authorized to administer oaths and take acknowledgments, Charles A. Molane and Stella B. Molane, to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY That the said Stella B. Molane known to me to be the wife of the said Charles A. Molane on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing, and conveying all her right, title, and interest, whether or dower, dowerless, or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Punta Gorda, Charlotte County, and State of Florida, this 11th day of September A. D. 1925.

(NOTARIAL SEAL)

Grace E. Laubach

The original filed and recorded:

Notary Public, State of Florida.

September 14, 1925.

My Commission expires Feb. 28, 1927.

W. B. Moore
Clerk of Court