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TABLE OF CONTENTS

TO

DECLARATION OF CONDOMINIUM

OF

MARINA NORTH SHORE CONDOMINIUM, PHASE I

THE CONDOMINIUM PLAT FOR MARINA NORTH SHORE CONDOMINIUM HAS BEEN FILED IN THE CONDOMINIUM PLAT BOOK 8, PAGES 25 THRU 25 8, IN LEE COUNTY, FLORIDA

NOTE:

ARTICLE	TITLE	PAGE (S)
	Introduction	1
I	Submission Statement	1
II	Name	1
III	Land	7
IV	Identification of Units	9
V	Survey, Plot Plan and Graphic Description of Improvements	10
VI	Undivided Shares in the Common Elements and Share in the Common Expenses and Common Surplus Appurtenant to Each Unit	10
VII	The Association	10
VIII	Amendment to Declaration	12
IX	Purpose and Use Restrictions	12
X	Conveyances	14
XI	Rights of Heirs and Devisees of Deceased Unit Owners	15
XII	Assessments	16
XIII	Lien of the Association	17
XIV	Taxation	17
XV	Maintenance and Repair	18
XVI	Alteration of Units	19
XVII	Prohibition of Further Subdivision and Waiver of Partition	19
XVIII	Liability Insurance and Limitation of Liability	19
XIX	Provisions for Casualty Insurance, Payment of Proceeds, Reconstruction	20
XX	Mortgages - Subordination	22
XXI	Developer's Unit, Rights and Privileges	23
XXII	Separability of Provision	23
XXIII	Termination	23
XXIV	Easements	23
XXV	Unit Owners Members of Homeowner's Association	24
XXVI	Miscellaneous Provisions	24
	EXHIBIT B - ARTICLES OF INCORPORATION OF CONDOMINIUM ASSOCIATION	
	EXHIBIT C - BYLAWS OF THE CONDOMINIUM ASSOCIATION	

Exhibit A

THIS INSTRUMENT WAS PREPARED BY:
Robert C. Sifrit, Esq.
Farr, Farr, Haymans, Moseley,
Ererich & Sifrit
166 N. Tamiami Trail
Port Charlotte, Florida 33952

RECORD VERIFIED - SAL CERAO CLERK
BY E WORKINGER D.C.

OR 1693 PG 4771

DECLARATION OF CONDOMINIUM

MARINA NORTH SHORE CONDOMINIUM

BURNT STORE MARINA, INC., A Florida corporation, is the owner of a parcel of land in Lee County, Florida, more particularly described in Article III of this Declaration of Condominium. It contemplates developing this land as a phased condominium consisting of nine (9) phases. The first phase will be on the land described in Article III A of this declaration; the second phase thru the ninth phase will be on the land more particularly described in Article III B thru I. All phases will contain 12 apartments so that ultimately the condominium development will consist of 108 apartments when all nine (9) phases are completed. Amenities consist of two (2) pools with restroom facilities and pool with clubhouse. One pool with restroom facilities will be constructed in Phase I; one pool with restroom facilities may be constructed in Phase V and the pool and clubhouse may be constructed in Phase VII and if built, these amenities will be part of the common elements of the condominium.

I
SUBMISSION STATEMENT

BURNT STORE MARINA, INC., A Florida corporation, hereinafter referred to as the "Developer", hereby states and declares that it is the owner and holder of the fee simple title in and to the real property in Lee County, Florida, described in Article III hereof entitled "Land." It anticipates that it will develop the land in nine phases pursuant to the provisions of Chapter 718, Florida Statutes, as amended. It hereby declares the real property described in Article III A, the land included in Phase I, to be condominium property, and does hereby submit the same to condominium ownership pursuant to Chapter 718, Florida Statutes, the Condominium Act, (hereinafter referred to as "The Condominium Act"), upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the attached Bylaws or in lawful amendments to either of them, the provisions of The Condominium Act as presently constituted, including the definitions therein contained, are adopted and included herein by express reference.

II
NAME

The name by which this condominium is to be known and identified is: MARINA NORTH SHORE CONDOMINIUM.

III
LAND

The legal description of the condominium project is as follows:

A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.E. CORNER OF LOT 2, BLOCK 1011 OF SAID SECTION 22, SAID S.E. CORNER ALSO LYING ON THE NORTH LINE OF TRACT "C" AND SAID CORNER BEING THE POINT OF BEGINNING; THENCE RUN SOUTHEASTERLY ALONG THE SAID NORTH LINE, THROUGH A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 04°48'46" AND A CHORD BEARING OF S72°36'03"E; THENCE RUN ALONG SAID CURVE 84.00 FEET; THENCE RUN S00°29'15"W 214.04 FEET TO A POINT LYING 1 FOOT MORE OR LESS NORTH OF AN EXISTING CONCRETE SEAWALL; THENCE RUN ALONG A LINE PARALLEL TO AND 1 FOOT NORTH OF SAID SEAWALL THE FOLLOWING COURSES; N 89°30'45" W 323.67 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 89.04 FEET, A CENTRAL ANGLE OF 50°42'10" AND A CHORD BEARING OF N 64°09'40"W; THENCE RUN ALONG SAID CURVE 78.79 FEET; THENCE RUN 38°48'35" W

112.13 W FEET TO THE P.C. OF A CURVE TO THE LEFT; HAVING A RADIUS OF 855.97 FEET, A CENTRAL ANGLE OF 12°02'27" AND A CHORD BEARING OF N 44°50'01" W; THENCE RUN ALONG SAID CURVE 179.75 FEET; THENCE RUN N 50°51'04" W 135.84 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 823.90 FEET, A CENTRAL ANGLE OF 12°30'25" AND A CHORD BEARING OF N 57°05'19"W; THENCE RUN ALONG SAID CURVE 179.85 FEET; THENCE RUN N 63°21'27"W 102.89 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 383.00 FEET, A CENTRAL ANGLE OF 51°39'32" AND A CHORD BEARING OF N 88°49'02"W; THENCE RUN ALONG SAID CURVE 349.32 FEET TO THE POINT OF DEPARTURE FROM THE AFORESAID 1 FOOT LINE ADJACENT TO THE EXISTING SEAWALL; THENCE RUN N 15°38'23"W 24.39 FEET; THENCE RUN S 53°33'13"W 129.12 FEET; THENCE RUN N 40°56'31"W 38.00 FEET; THENCE RUN N 01°12'31"W 195 FEET; THENCE RUN N 37°47'30"E 110.00 FEET TO A POINT ON THE AFORESAID NORTH LINE OF TRACT "C"; THENCE RUN ALONG THE SAID NORTH LINE THE FOLLOWING COURSES; THROUGH A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 150°36'30" AND A CHORD BEARING OF N 74°22'24"E; THENCE RUN ALONG SAID CURVE 170.86 FEET TO THE P.O.R.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 31°56'58" AND A CHORD BEARING OF N15°02'37"E; THENCE RUN ALONG SAID CURVE 55.76 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 45°50'12" AND A CHORD BEARING OF S81°53'50"E; THENCE RUN ALONG SAID CURVE OF 160.00 FEET TO THE P.O.R.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET, A CENTRAL ANGLE OF 67°00'00" AND A CHORD BEARING OF S 71°18'56"E; THENCE RUN ALONG SAID CURVE 467.75 FEET TO THE P.O.R.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET, A CENTRAL ANGLE OF 16°48'25" AND A CHORD BEARING OF S 56°48'02"E; THENCE RUN ALONG SAID CURVE 440 FEET TO THE P.O.C.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 15°34'19" AND A CHORD BEARING OF S62°24'31"E, THENCE RUN ALONG SAID CURVE 271.78 FEET TO THE P.O.B. AND CONTAINING 10.32 ACRES MORE OR LESS.

A. Phase I. The legal description of the real property included in Phase I and submitted herewith to condominium ownership is as follows:

A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.E. CORNER OF LOT 2, BLOCK 1011 OF SAID SECTION 22, SAID S.E. CORNER ALSO LYING ON THE NORTH LINE OF TRACT 'C' RUN SOUTHEASTERLY ALONG THE SAID NORTH LINE, THROUGH A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 04°48'46" AND A CHORD BEARING OF S72°36'03"E; THENCE RUN ALONG SAID CURVE 84.00 FEET; THENCE RUN S 00°29'15"W 45 FEET: THENCE N 89°30'45"W, 165 FEET: THENCE S 34°53'10"W, 65.49 FEET; THENCE S 00°29'15"W, 116 FEET TO A POINT LYING 1 FOOT MORE OR LESS NORTH OF AN EXISTING CONCRETE SEAWALL; THENCE RUN ALONG A LINE PARALLEL TO AND 1 FOOT NORTH OF SAID SEAWALL THE FOLLOWING COURSES; N 89°30'45"W 121.67 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 89.04 FEET, A CENTRAL ANGLE OF 50°42'10" AND A CHORD BEARING OF N 64°09'40"W; THENCE RUN ALONG SAID CURVE 78.79 FEET; THENCE RUN N 38°48'35"W 112.13 FEET TO THE POINT OF DEPARTURE FROM SAID 1 FOOT LINE ADJACENT TO THE EXISTING SEAWALL; THENCE N 51°11'25"E; 92.05 FEET: THENCE S 89°30'45"E, 47.30 FEET: THENCE ALONG LINE RADIAL

TO THE NEXT DESCRIBED CURVE, N 30°31'20"E, 165 FEET TO A POINT ON A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1000 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 10°43'00" FOR 187.04 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 22 EAST AND CONTAINING 1.53 ACRES MORE OR LESS.

TOGETHER WITH

A NON EXCLUSIVE 50 FEET EASEMENT LYING IMMEDIATELY EAST OF, ADJACENT TO, AND RUNNING PARALLEL WITH AND CONTIGUOUS TO THE EAST LOT LINE OF THE ABOVE MENTIONED LOT 2 FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND UTILITIES AND INGRESS-EGRESS.

AND

SUBJECT TO A 24 FEET WIDE EASEMENT LYING NORTHERLY OF, CONTIGUOUS TO AND PARALLEL WITH THE SOUTHERNMOST BOUNDARY DESCRIBED ABOVE AS RECORDED IN O.R. BOOK 1537, PG. 226 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Said lands situate, lying and being in Lee County, Florida. Phase I must be completed on or before October 15, 1983.

B. Phase II. The Developer reserves the right to amend the condominium declaration by adding Phase II. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Lee County, Florida an instrument in writing which amend the condominium declaration by adding Phase II. The legal description of the real property which the Developer contemplates will be included in Phase II is as follows:

A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.E. CORNER OF LOT 2, BLOCK 1011 OF SAID SECTION 22, SAID S.E. CORNER ALSO LYING ON THE NORTH LINE OF TRACT "C" RUN SOUTHEASTERLY ALONG THE SAID NORTH LINE, THROUGH A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 04°48'46" AND A CHORD BEARING OF S72°36'03"E; THENCE RUN ALONG SAID CURVE 84.00 FEET; THENCE S 00°29'15"W 45 FEET: TO THE POINT OF BEGINNING: THENCE CONTINUE S 00°29'15"W, 169.04 FEET TO A POINT LYING 1 FOOT MORE OR LESS NORTH OF AN EXISTING CONCRETE SEAWALL; THENCE RUN ALONG A LINE PARALLEL TO AND 1 FOOT NORTH OF SAID SEAWALL N 89°30'45"W 202.00 FEET TO THE POINT OF DEPARTURE FROM SAID 1 FOOT ADJACENT TO THE EXISTING SEAWALL; THENCE N 00°29'15"E, 116.00 FEET: THENCE N 34°53'10"E, 65.49 FEET: THENCE S 89°30'45"E, 165.00 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 22 EAST AND CONTAINING 0.76 ACRES MORE OR LESS:

TOGETHER WITH

A NON EXCLUSIVE 50 FOOT EASEMENT LYING IMMEDIATELY EAST OF, ADJACENT TO, AND RUNNING PARALLEL WITH AND CONTIGUOUS TO THE EAST LOT LINE OF THE ABOVE MENTIONED LOT 2 FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND UTILITIES AND INGRESS-EGRESS.

AND

SUBJECT TO A 24 FOOT WIDE EASEMENT LYING NORTHERLY OF, CONTIGUOUS TO AND PARALLEL WITH THE SOUTHERNMOST BOUNDARY DESCRIBED ABOVE AS RECORDED IN O.R. 1537, PG. 226 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Said lands situate, lying and being in Lee County Florida. Phase II must be completed on or before November 15, 1983.

C. PHASE III. The Developer reserves the right to amend the condominium declaration by adding Phase III. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Lee County, Florida, an instrument in writing which amend the condominium declaration by adding Phase III. The legal description of the real property which the Developer contemplates will be included in Phase III is as follows:

A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT "C"; SAID POINT BEARING N 64°50'10"W, 186.77 FEET FROM THE SOUTHEAST CORNER OF LOT 2, BLOCK 1011, OF SAID SECTION 22; THENCE FROM SAID POINT OF BEGINNING SO FIXED, S 30°31'20"W, 165.00 FEET; THENCE N 89°30'45"W, 47.30 FEET: THENCE S 51°11'25" W, 92.05 FEET TO A POINT LYING 1 FOOT MORE OR LESS NORTH OF AN EXISTING CONCRETE SEAWALL: SAID POINT BEING ALSO AT THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 855.97 FEET AND A CHORD BEARING OF N 41°13'52"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 04°50'33" FOR 72.34 FEET TO THE POINT OF DEPARTURE FROM SAID 1 FOOT LINE ADJACENT TO THE EXISTING SEAWALL; THENCE N 00°29'15"E, 75.00 FEET: THENCE N 38°01'31"E ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, 200 FEET TO A POINT ON THE AFORESAID NORTH LINE OF TRACT "C" AND A CIRCULAR CURVE TO THE LEFT HAVE A RADIUS OF 1500.00 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 02°38'52" FOR 69.32 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 04°51'19" FOR 84.74 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 22 EAST AND CONTAINING 0.904 ACRE MORE OR LESS.

TOGETHER WITH

A NON EXCLUSIVE 50 FEET EASEMENT LYING IMMEDIATELY EAST OF, ADJACENT TO, AND RUNNING PARALLEL WITH AND CONTIGUOUS TO THE EAST LOT LINE OF THE ABOVE MENTIONED LOT 2 FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND UTILITIES AND INGRESS-EGRESS.

AND

SUBJECT TO A 24 FEET WIDE EASEMENT LYING NORTHERLY OF, CONTIGUOUS TO AND PARALLEL WITH THE SOUTHERNMOST BOUNDARY DESCRIBED ABOVE AS RECORDED IN O.R. BOOK 1537, PG. 226 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Said lands situate, lying and being in Lee County, Florida. Phase III must be completed on or before January 15, 1984.

D. PHASE IV. The Developer reserves the right to amend the condominium declaration by adding Phase IV. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Lee County, Florida, an instrument in writing which amend the condominium declaration by adding Phase IV. The legal description of the real property which the Developer contemplates will be included in Phase IV is as follows:

A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT "C"; SAID POINT BEARING N 60°33'23"W, 339.56 FEET FROM THE SOUTHEAST CORNER OF LOT 2, BLOCK 1011, OF SAID SECTION 22; THENCE FROM SAID POINT OF BEGINNING SO FIXED, S 38°01'31"W, 200 FEET AND S 00°29'15"W, 75 FEET TO A POINT LYING 1 FOOT MORE OR LESS NORTH OF AN EXISTING CONCRETE SEAWALL: SAID POINT BEING ALSO ON A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 855.97 FEET AND A CHORD BEARING OF N 47°31'15"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 07°11'45" FOR 107.50 FEET THENCE N 50°51'04"W, 10.00 FEET TO THE POINT OF DEPARTURE FROM SAID 1 FOOT LINE ADJACENT TO THE EXISTING SEAWALL; THENCE N 00°29'15"E, 195.00 FEET: THENCE N 44°49'23"E ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, 107.09 FEET TO A POINT ON THE AFORESAID NORTH LINE OF TRACT "C" AND A CIRCULAR CURVE TO THE LEFT HAVE A RADIUS OF 1500.00 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 06°47'52" FOR 177.97 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 22 EAST AND CONTAINING 0.846 ACRE MORE OR LESS.

TOGETHER WITH

A NON EXCLUSIVE 50 FEET EASEMENT LYING IMMEDIATELY EAST OF, ADJACENT TO, AND RUNNING PARALLEL WITH AND CONTIGUOUS TO THE EAST LOT LINE OF THE ABOVE MENTIONED LOT 2 FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND UTILITIES AND INGRESS-EGRESS.

AND

SUBJECT TO A 24 FEET WIDE EASEMENT LYING NORTHERLY OF, CONTIGUOUS TO AND PARALLEL WITH THE SOUTHERNMOST BOUNDARY DESCRIBED ABOVE AS RECORDED IN O.R. BOOK 1537, PG. 226 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Said lands situate, lying and being in Lee County, Florida. Phase IV must be completed on or before March 15, 1984.

E. PHASE V. The Developer reserves the right to amend the condominium declaration by adding Phase V. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Lee County, Florida, an instrument in writing which amend the condominium declaration by adding Phase V. The legal description of the real property which the Developer contemplates will be included in Phase V is as follows:

A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT "C"; SAID POINT BEARING N 56°26'40"W, 514.88 FEET FROM THE SOUTHEAST CORNER OF LOT 2, BLOCK 1011, OF SAID SECTION 22; THENCE FROM SAID POINT OF BEGINNING SO FIXED, S 44°49'23"W, 107.09 FEET AND S 00° 29'15"W, 195 FEET TO A POINT LYING 1 FOOT MORE OR LESS NORTH OF AN EXISTING CONCRETE SEAWALL: THENCE N 50°51'04"W, 125.84 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 823.90 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 07°38'20" FOR 109.75 FEET TO THE POINT OF DEPARTURE FROM SAID 1 FOOT LINE ADJACENT TO THE EXISTING SEAWALL; THENCE N 01°12'31"W, 100.00 FEET: THENCE N 50°28'50"E ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, 216.04 FEET TO A POINT ON THE AFORESAID NORTH LINE OF TRACT "C" AND A CIRCULAR CURVE TO THE LEFT HAVE A RADIUS OF 1500.00 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 05°39'27" FOR 148.11 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 22 EAST AND CONTAINING 1.16 ACRE MORE OR LESS.

TOGETHER WITH

A NON EXCLUSIVE 50 FEET EASEMENT LYING IMMEDIATELY EAST OF, ADJACENT TO, AND RUNNING PARALLEL WITH AND CONTIGUOUS TO THE EAST LOT LINE OF THE ABOVE MENTIONED LOT 2 FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND UTILITIES AND INGRESS-EGRESS.

AND

SUBJECT TO A 24 FEET WIDE EASEMENT LYING NORTHERLY OF, CONTIGUOUS TO AND PARALLEL WITH THE SOUTHERNMOST BOUNDARY DESCRIBED ABOVE. AS RECORDED IN O.R. BOOK 1537, PG. 226 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Said lands situate, lying and being in Lee County, Florida. Phase V must be completed on or before May 15, 1984.

F. PHASE VI. The Developer reserves the right to amend the condominium declaration by adding Phase VI. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Lee County, Florida, an instrument in writing which amend the condominium declaration by adding Phase VI. The legal description of the real property which the Developer contemplates will be included in Phase VI is as follows:

A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT "C"; SAID POINT BEARING N 53°18'35"W 659.46 FEET FROM THE SOUTHEAST CORNER OF LOT 2, BLOCK 1011, OF SAID SECTION 22; THENCE FROM SAID POINT OF BEGINNING SO FIXED, S 50°28'50"W, 216.04 FEET AND S 01°12'31"E, 100 FEET TO A POINT LYING 1 FOOT MORE OR LESS NORTH OF AN EXISTING CONCRETE SEAWALL: SAID POINT BEING ON A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 823.90 FEET AND A CHORD BEARING OF N 60°55'25"W: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 04°52'05" FOR 70 FEET: THENCE N 63°21'27"W, 25 FEET TO THE POINT OF DEPARTURE FROM SAID 1 FOOT LINE ADJACENT TO THE EXISTING SEAWALL; THENCE N 01°12'31"W, 200 FEET: THENCE N 22°46'34"E ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, 163.41 FEET TO A POINT ON THE AFORESAID NORTH LINE OF TRACT "C" AND A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 400 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 29°24'29" FOR 205.31 FEET TO A POINT OF REVERSE CURVE OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1500 FEET: THENCE SOUTHEASTERLY ALONG SAID CURVE THRU A CENTRAL ANGLE OF 01°42'14" FOR 44.61 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 22 EAST AND CONTAINING 1.20 ACRE MORE OR LESS.

TOGETHER WITH

A NON EXCLUSIVE 50 FEET EASEMENT LYING IMMEDIATELY EAST OF, ADJACENT TO, AND RUNNING PARALLEL WITH AND CONTIGUOUS TO THE EAST LOT LINE OF THE ABOVE MENTIONED LOT 2 FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND UTILITIES AND INGRESS-EGRESS.

AND

SUBJECT TO A 24 FEET WIDE EASEMENT LYING NORTHERLY OF, CONTIGUOUS TO AND PARALLEL WITH THE SOUTHERNMOST BOUNDARY DESCRIBED ABOVE AS RECORDED IN O.R. BOOK 1537, PG. 226 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Said lands situate, lying and being in Lee County, Florida. Phase VI must be completed on or before July 15, 1984.

G. PHASE VII. The Developer reserves the right to amend the condominium declaration by adding Phase VII. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Lee County, Florida, an instrument in writing which amend the condominium declaration by adding Phase VII. The legal description of the real property which the Developer contemplates will be included in Phase VII is as follows:

A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT "C"; SAID POINT BEARING N 52°25'10"W, 905.77 FEET FROM THE SOUTHEAST CORNER OF LOT 2, BLOCK 1011, OF SAID SECTION 22; THENCE FROM SAID POINT OF BEGINNING SO FIXED, S 22°46'34"W, 163.41 FEET AND S 01°12'31"E, 200 FEET TO A POINT LYING 1 FOOT MORE OR LESS NORTH OF AN EXISTING CONCRETE SEAWALL: THENCE N 63°21'27"W, 77.89 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 383 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 17°57'00" FOR 119.99 FEET TO THE POINT OF DEPARTURE FROM SAID 1 FOOT LINE ADJACENT TO THE EXISTING SEAWALL; THENCE N 01°12'31"W, 105 FEET: THENCE N 20°05'40"W, 192.80 FEET TO A POINT ON THE AFORESAID NORTH LINE OF TRACT "C" AND A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 200 FEET AND A CHORD BEARING OF N 85°04'05"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 19°46'00" FOR 69 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 400 FEET: THENCE EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 37°35'31" FOR 262.44 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 22 EAST AND CONTAINING 1.68 ACRE MORE OR LESS.

TOGETHER WITH

A NON EXCLUSIVE 50 FEET EASEMENT LYING IMMEDIATELY EAST OF, ADJACENT TO, AND RUNNING PARALLEL WITH AND CONTIGUOUS TO THE EAST LOT LINE OF THE ABOVE MENTIONED LOT 2 FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND UTILITIES AND INGRESS-EGRESS.

AND

SUBJECT TO A 24 FEET WIDE EASEMENT LYING NORTHERLY OF, CONTIGUOUS TO AND PARALLEL WITH THE SOUTHERNMOST BOUNDARY DESCRIBED ABOVE AS RECORDED IN O.R. BOOK 1537, PG. 226 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Said lands situtate, lying and being in Lee County, Florida. Phase VII must be completed on or before September 15, 1984

H. PHASE VIII. The Developer reserves the right to amend the condominium declaration by adding Phase VIII. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Lee County, Florida, an instrument in writing which amend the condominium declaration by adding Phase VIII. The legal description of the real property which the Developer contemplates will be included in Phase VIII is as follows:

A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT "C"; SAID POINT BEARING N 61°35'21"W, 1186.22 FEET FROM THE SOUTHEAST CORNER OF LOT 2, BLOCK 1011, OF SAID SECTION 22; THENCE FROM SAID POINT OF BEGINNING SO FIXED, S 20°05'40"E, 192.80 FEET AND S 01°12'31"E, 105 FEET TO A POINT LYING 1 FOOT MORE OR LESS NORTH OF AN EXISTING CONCRETE SEAWALL: SAID POINT BEING ON A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 383 FEET AND A CHORD BEARING OF S 75°01'00"W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 29°58'00", FOR 200.32 FEET TO THE POINT OF DEPARTURE FROM SAID 1 FOOT LINE ADJACENT TO THE EXISTING SEAWALL; THENCE N 01°12'31"W, 225.03 FEET TO A POINT ON THE AFORESAID NORTH LINE OF TRACT "C" AND A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 65 FEET AND A CHORD BEARING OF N 28°33'15"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 56°58'09" FOR 64.63 FEET TO A POINT OF REVERSE CURVE OF A CIRCULAR CURVE HAVING A RADIUS OF 100 FEET: THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 31°56'58" FOR 55.76 FEET TO THE POINT OF CUSP WITH A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 200 FEET AND A CHORD BEARING OF S 76°08'56"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 26°04'12" FOR 91 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 22 EAST AND CONTAINING 1.20 ACRE MORE OR LESS.

TOGETHER WITH

A NON EXCLUSIVE 50 FEET EASEMENT LYING IMMEDIATELY EAST OF, ADJACENT TO, AND RUNNING PARALLEL WITH AND CONTIGUOUS TO THE EAST LOT LINE OF THE ABOVE MENTIONED LOT 2 FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND UTILITIES AND INGRESS-EGRESS.

AND

SUBJECT TO A 24 FEET WIDE EASEMENT LYING NORTHERLY OF, CONTIGUOUS TO AND PARALLEL WITH THE SOUTHERNMOST BOUNDARY DESCRIBED ABOVE AS RECORDED IN O.R. BOOK 1537, PG. 226 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Said lands situate, lying and being in Lee County, Florida. Phase VIII must be completed on or before November 15, 1984.

I. PHASE IX. The Developer reserves the right to amend the condominium declaration by adding Phase IX. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Lee County, Florida, an instrument in writing which amend the condominium declaration by adding Phase IX. The legal description of the real property which the Developer contemplates will be included in Phase IX is as follows:

A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT "C"; SAID POINT BEARING N 68°00'21"W 1268.31 FEET FROM THE SOUTHEAST CORNER OF LOT 2, BLOCK 1011, OF SAID SECTION 22; THENCE FROM SAID POINT OF BEGINNING SO FIXED, S 01°12'31"E, 225.03 FEET TO A POINT LYING 1 FOOT MORE OR

LESS NORTH OF AN EXISTING CONCRETE SEAWALL: SAID POINT ALSO BEING ON A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 383 FEET AND A CHORD BEARING OF S 58°09'44"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 03°44'32" FOR 25 FEET: THENCE N 15°38'23"W, 24.39 FEET: THENCE S 53°33'13"W, 129.12 FEET: THENCE N 40°56'31"W, 38 FEET: THENCE N 01°12'31"W, 195 FEET: THENCE N 37°47'30"E, 110 FEET A POINT ON THE AFORESAID NORTH LINE OF TRACT "C" AND TO THE POINT OF CUSP WITH A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 65 FEET AND A CHORD BEARING OF S 76°09'30"E; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 93°38'21" FOR 106.23 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 22 EAST AND CONTAINING 1.04 ACRE MORE OR LESS.

TOGETHER WITH

A NON EXCLUSIVE 50 FEET EASEMENT LYING IMMEDIATELY EAST OF, ADJACENT TO, AND RUNNING PARALLEL WITH AND CONTIGUOUS TO THE EAST LOT LINE OF THE ABOVE MENTIONED LOT 2 FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND UTILITIES AND INGRESS-EGRESS.

AND

SUBJECT TO A 24 FEET WIDE EASEMENT LYING NORTHERLY OF, CONTIGUOUS TO AND PARALLEL WITH THE SOUTHERNMOST BOUNDARY DESCRIBED ABOVE AS RECORDED IN O.R. BOOK 1537, PG. 226 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Said lands situate, lying and being in Lee County, Florida. Phase IX must be completed on or before January 15, 1985.

IV.
IDENTIFICATION OF UNITS

A. Condominium Property. The condominium property of each phase consists of the land described in Article III hereto, all easements and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units, common elements, and limited common elements. In addition, the condominium property shall include as a common element, an interest in real or personal property acquired by the condominium association in accordance with the provisions of Section 718.114 of the Condominium Act, Florida Statutes, as amended. Each apartment together with its balcony or screen porch, is a condominium unit and is subject to private ownership. The terms "condominium unit", "apartment", "condominium parcel", and "unit" are synonymous. Provided that Phase I, V and VII are completed, the swimming pool, restroom facilities and clubhouse building are to be owned as a common element by all unit owners. The Developer will not provide personal property. TIME SHARE ESTATES WILL NOT BE CREATED WITH RESPECT TO UNITS IN ANY PHASE.

Phase I. The principal improvements on the real property for Phase I consist of a three (3) story apartment building, number two with pool and restroom facilities. In Building Two the first floor units will be numbered 21A, 22A, 23A and 24A. The second floor units will be numbered 21B, 22B, 23B and 24B; The third floor units will be numbered 21C, 22C, 23C and 24C.

Phase II. The principal improvements on the real property for Phase II consist of a three (3) story apartment building, number one. In Building One the first floor units will be numbered 11A, 12A, 13A and 14A. The second floor units will be numbered 11B, 12B, 13B and 14B. The third floor units will be numbered 11C, 12C, 13C and 14c.

Phase III. The principal improvements on the real property for Phase III consist of a three (3) story apartment building, number three. In Building Three the first floor units will be numbered 31A, 32A, 33A and 34A; the second floor units will be numbered 31B, 32B, 33B and 34B; the third floor units will be numbered 31C, 32C, 33C and 34C.

Phase IV. The principal improvements on the real property for Phase IV consist of a three (3) story apartment building, number four. In Building Four the first floor units will be numbered 41A, 42A, 43A and 44A; the second floor units will be numbered 41B, 42B, 43B and 44B; the third floor units will be numbered 41C, 42C, 43C and 44C.

Phase V. The principal improvements on the real property for Phase V consist of a three (3) story apartment building with a pool and restroom facilities. In Building Five the first floor units will be numbered 51A, 52A, 53A and 54A; the second floor units will be numbered 51B, 52B, 53B and 54B; the third floor units will be numbered 51C, 52C, 53C and 54C.

Phase VI. The principal improvements on the real property for Phase VI consist of a three (3) story apartment building, number six. In Building Six the first floor units will be numbered 61A, 62A, 63A and 64A; the second floor units will be numbered 61B, 62B, 63B and 64B; the third floor units will be numbered 61C, 62C, 63C and 64C.

Phase VII. The principal improvements on the real property for Phase VII consist of a three (3) story apartment building, number seven. In Building Seven the first floor units will be numbered 71A, 72A, 73A and 74A; the second floor units will be numbered 71B, 72B, 73B and 74B; the third floor units will be numbered 71C, 72C, 73C and 74C.

Phase VIII. The principal improvements on the real property for Phase VIII consist of a three (3) story apartment building, number eight. In Building Eight the first floor units will be numbered 81A, 82A, 83A and 84A; the second floor units will be numbered 81B, 82B, 83B and 84B; the third floor units will be numbered 81C, 82C, 83C and 84C.

Phase IX. The principal improvements on the real property for Phase IX consist of a three (3) story apartment building, number nine. In Building Nine the first floor units will be numbered 91A, 92A, 93A and 94A; the second floor units will be numbered 91B, 92B, 93B and 94B; the third floor units will be numbered 91C, 92C, 93C and 94C.

B. Apartment Boundaries. Each apartment, which term is used in this subsection concerning boundaries, shall include that part of the building containing the apartment that lies within the boundaries of the apartment, and which boundaries are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(a) Upper Boundary: The horizontal plane formed by the unfinished interior surface of the ceiling.

(b) Lower Boundary: The horizontal plane formed by the upper side of the interior unfinished floor surface.

2. Perimetrical Boundaries: The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries.

(a) Exterior Building Walls: The intersecting vertical planes adjacent to and which include the interior unfinished surface of the outside walls of the building except where there is attached to or in existence as part of the building a balcony, patio, deck, screen porch, screened entry and open balcony or other attachment serving only the unit being bounded in which event the boundary will include all such structures except for load bearing walls.

(b) Interior Building Walls: The interior boundaries of the unit shall be the interior unfinished surface of the perimeter wall. All bearing walls located within a unit constitute a part of the common elements up to the unpainted, unfinished surface of said walls. All doors and windows, whether of glass or other material, which are in the perimeter walls of a unit shall be deemed a part of the unit up to the exterior unfinished surface thereof.

C. Condominium Parcel. Each condominium parcel includes an undivided interest of each unit owner in and to the common elements (and common surplus and responsibility for common expenses). The common elements include the land and all other parts of the condominium not in the apartment, which include but are not limited to the following items: sidewalks, ramps, elevated walkways, roof deck, walks, yard area,

foundation, attic area, roofs, driveway, elevators and equipment rooms, stairs, load bearing walls, swimming pools and swimming pool areas, clubhouse, restroom facilities, all covered and uncovered parking areas, parking lots, yard lighting, lawns and planting areas, meter houses, trash chutes, fire pump building, electric equipment room, pool equipment room, equipment buildings, dumpsters, landscaping, sod, sprinklers, and utility buildings.

D. Automobile Parking Spaces

1.(a) Covered Parking: A covered parking area will be made available to each unit owner so that the occupants of each unit will be entitled to one covered parking area for one automobile without charge as designated on the condominium graphics and the covered parking will be assigned to be used in accordance with the regulations of the Association and it shall be a limited common element. The Condominium Association will assign one covered parking area for each unit to be used in accordance with the regulations of the Association, and this covered parking area shall be a limited common element.

1.(b) Parking Areas: Parking spaces are common elements and will be available for the use of unit owners and their guests. The Condominium Association may assign parking spaces for each unit to be used in accordance with the regulations of the Association. Parking spaces shall be authorized only for the parking of private passenger automobiles of the unit owners and their guests, and shall not be used to park trucks, campers, trailers or any similar type of vehicle. Trucks or other service type vehicles may park temporarily in connection with pickups, deliveries or other necessary maintenance or service. By special approval of the Board of Directors of the Condominium Association, the parking of vehicles other than passenger cars may be permitted. Unit owners and their guests shall not park or store a motor vehicle or otherwise occupy the space which is assigned to another owner.

V.
SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. There is recorded simultaneously herewith the condominium plat for Phase I containing the survey, plot plan, and graphic description of the improvements, showing the units, common elements, and limited common elements, their location and approximate dimensions in sufficient detail to identify them; said survey, plot plan and graphic description of improvements are made a part hereof by reference thereto. When Phases II, III, IV, V, VI, VII, VIII, and IX are completed a survey of each of those phases containing the same information will be recorded.

B. Amendment of Plans.

1. Alteration of Apartment Plans. Developer reserves the right to change the interior design and arrangement of any or all such units, and to alter the boundaries between the units, as long as Developer owns the units so altered. No such changes shall increase the number of apartments nor alter the boundaries of the common elements without amendment of the Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If more than one unit is concerned, the Developer shall apportion between the units the shares and common elements appurtenant to the units concerned. The Developer, however,shall not be required to obtain such approval in order to develop Phases II, III, IV, V, VI, VII, VIII and IX. If Developer makes any changes in units so authorized for Phase I or for Phases II, III, IV, V, VI, VII, VIII and IX, such changes shall be reflected by an amendment to this Declaration.

2. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer shall be signed and acknowledged only by the Developer and need not be approved by the Association, apartment owners or lienors of mortgages of other apartments or of the condominium, whether or not elsewhere required by an amendment.

C. Easements. Easements are reserved through the condominium property as may be required for drainage, water, electric, sewer, cable TV, and other utility services in order to serve the condominium adequately provided however, such easements through an apartment shall be only according to the plans and specifications for the apartment building or as the building is constructed, unless approved in writing by the apartment owner.

1. In addition, there is a fifteen (15) foot landscape easement reserved by the Developer unto itself, lying adjacent to the right of way of Islamorada Road. Reference should be made to Exhibit M for a copy of said easement.

2. A 50 foot easement for ingress-egress, utilities, drainage and CATV.

3. Special Easement. The Developer reserves unto itself a non-exclusive easement twenty-four feet in width from a point one foot landward of the center line of the seawall cap that is parallel and contiguous to said seawall cap, for the purpose of ingress and egress for the Developer its assigns, successors in interest, its invitees, guests and others who may utilize said easement to gain access to boats utilizing the seawall for wet dockage. The Developer shall be responsible for the maintenance and upkeep of the easement area. The easement area is described in Exhibit H. Paragraph Nineteen (19) of the deed restrictions makes reference to this easement which has been recorded in the Public Records of Lee County, Florida.

D. Certificate of Surveyor. Construction of Phase II, III, IV, V, VI, VII, VIII and IX of the condominium may not be substantially complete when this declaration is recorded in the Public Records of Lee County, Florida and therefore upon substantial completion of construction of each phase of the condominium, the declaration shall be amended to include a certificate of a surveyor authorized to practice in the State of Florida stating that the construction of that phase is substantially complete so that the material, (i.e. the condominium instruments, including the plat) together with provisions of this declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each unit can be determined from such materials.

VI.
UNDIVIDED SHARES IN THE COMMON ELEMENTS AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT

A. Each unit shall have as an appurtenance thereto an undivided share in the common elements as set forth in Article IV-C of this Declaration

B. Each apartment owner shall be liable for a proportionate share of the common expenses to the extent of his interest in the common elements, and each owner shall be entitled to receive the same proportionate share of the common surplus unless otherwise provided in the Bylaws.

VII.
THE ASSOCIATION

A. The Association responsible for the operation of this condominium is MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not-for-profit. The Association shall have all the powers, rights and duties set forth in the Condominium Act, as well as the powers and duties set forth in the Declaration, the Bylaws and the regulations enacted pursuant to such Bylaws. The Association is sometimes referred to herein as the Association, the Condominium Association, the Condominium Corporation, or the Corporation. A copy of the Articles of Incorporation of the Association is attached hereto, made a part hereof, and marked Exhibit B.

B. Every owner of a present vested interest in a condominium parcel, whether he has acquired title by purchase from the Developer, the developer's grantee, successors, or assigns, or by gift, conveyance or by operation of laws, is bound to and hereby agrees that he shall accept membership in the Condominium Association and does hereby agree to be bound by this Declaration, the Bylaws of the condominium association and the rules and regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act and of lawful amendments thereto. Membership is automatic.

C. The owner of every condominium parcel shall accept ownership of said parcel subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting condominium property. Owners of each unit shall collectively be entitled to one vote and if a unit is owned by more than one person, then the person entitled to cast such vote shall be determined as follows: A written statement under oath must be filed with the Secretary of the Condominium Association, signed by members with a present vested interest in a unit and shall state:

1. The respective percentage interest of every person (as recorded in the Public Records of Lee County, Florida) owning a vested present interest in the fee title of the unit in which the affiant owns an interest.

2. Which one of the owners of the unit is to represent all of the owners of that unit at membership meetings and cast the vote to which they are entitled. The person so designated by the persons owning the majority interest in a unit shall be known as the voting member and shall be the only member owning an interest in that unit eligible to cast the vote for said unit at membership meetings. The person designated as the voting member may continue to cast the binding vote for all members owning an interest in the unit in which he owns an interest until such time as another person is properly designated as the voting member by those members owning the majority interest by a similar written statement filed with the secretary. Notwithstanding the foregoing provisions, voting by proxy may be permitted in accordance with the Articles and Bylaws now in existence or hereafter amended.

3. When a unit is owned by one person, then he or she shall be the voting member for that unit, so that no statement designating the voting member shall be required.

4. When a unit is owned by a Corporation the Corporation President or Vice President shall execute the written statement designating which Corporation Officer shall be the voting member. In absence of a written statement, the President shall be deemed the voting member for that unit.

D. The number of voting members shall not exceed the number of units in each phase, so that initially, there shall be 12 voting members. If the Condominium Declaration is amended by adding Phases II, III, IV, V, VI, VII, VIII and IX, then there shall be no more members than the total number of completed units, the maximum number being 108 after all phases have been completed. Each voting member may cast one (1) vote. A corporation or an individual with an interest in more than one unit may be designated as the voting member for each such unit.

E. All the affairs, policies, regulations and property of the corporation shall be controlled and governed by the Board of Directors of the corporation consisting of the number of directors to be determined by the Bylaws, of not less than three (3) or more than seven (7) directors, who are all to be elected annually by the members entitled to vote. The terms "Board of Directors" and Board of Administration" are synonymous.

F. It shall be the duty of the Condominium Association to provide through its agents and employees for the administration, operation, maintenance, repair and replacement of the common property; to make reasonable uniform rules and regulations from time to time, as well as to perform all other duties expressly or impliedly set forth herein. The first election of Directors shall be held in accordance with Article 5 of the Articles of Incorporation, subject to the limitations set forth in Section 718.301, Florida Statutes, as amended. The directors named in the Articles of Incorporation of the Condominium Association shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

G. 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 to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other persons or owners.

H. Restraint upon assignment of shares 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.

VIII.
AMENDMENT TO DECLARATION

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

B. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by not less than fifty percent (50%) of the voting members of the Association. Such approvals may be either by:

1. Not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes of the entire membership of the Association; or

2. Not less than seventy percent (70%) of the votes of the entire membership of the Association; or

3. Until the first election of Directors, only by all of the Directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

C. Proviso. 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 the share in the common elements appurtenant to it, nor increase the owner's share of the common expense, unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment. Neither shall an amendment make any changes in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the condominium shall join the execution of the amendment.

D. 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 is recorded in the Public Records of Lee County, Florida.

E. Directors shall be permitted to vote only if present at the meeting at which an amendment is considered, and members may vote either in person or by proxy.

The operation of the condominium property shall be governed by the Bylaws which are annexed to this Declaration as Exhibit C and made a part hereof. The Bylaws may be amended in the manner set forth therein.

IX.
PURPOSE AND USE RESTRICTIONS

Condominium units shall be used and occupied by the respective owners thereof, as private single family residences, for themselves, their families, social guests, and tenants and for no other purpose. This restriction shall not prohibit corporate ownership of a unit nor ownership or rental of a unit to single individuals.

In order to provide for a congenial occupation of the condominium and to provide for the protection of the value of the apartments, the use of the property shall be restricted to and be in accordance with the following provisions:

A. The apartment shall be used as a residence and may be rented to transient or long term guests and is to be maintained in a clean and sanitary manner.

B. The common elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the unit owners, and subject to such regulation by rules and Bylaws as may in the opinion of the Condominium Association achieve the maximum beneficial use thereof.

C. Persons under the age of seventeen (17) years of age shall not be permitted to use the recreation facilities of this condominium unless under the supervision of an adult, except to the extent and under such conditions as the Condominium Association may provide by regulation.

D. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium 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 the common element that will increase the cost of insurance upon the condominium property.

E. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

F. Signs. No "for sale" or "for rent" signs or other signs shall be displayed by any individual unit owner on his condominium parcel, or any part of the condominium property.

G. T.V. No external television or radio antennas may be erected upon or affixed to the condominium property or apartment house.

H. Pets. Pets or other animals may be kept in units and allowed on the common property only under such regulations established by the Association.

I. Leasing. An entire apartment may be rented on a short or long term basis.

J. Guests. All guests and tenants must comply with the Association regulations and the Board shall have the right to terminate a lease and evict a tenant who fails to comply with the regulations of the Association.

K. 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; copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners. Any regulation so adopted may be rescinded, amended or altered by the membership in the same manner set forth in Article VIII B of this Declaration.

L. Proviso. Until the Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of the apartments, inasmuch as the Developer will have a substantial economic interest in the condominiun development until all units are sold. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to, maintenance of a sales office, model unit, the showing of the property and the display of signs.

X.
CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the apartment, and to further the continuous harmonious development of the condominium community, the sale and mortgage of apartments shall be subject to the following provisions which shall be covenants running with the land so long as the condominium property shall be subject to the condominium form of ownership under the laws of the State of Florida.

A. Sale or Transfer. Prior to the sale or transfer of any interest, in a unit and common property to any person other than the transferror's spouse, the owners shall notify the Board of Directors of the Corporation in writing the name and address of the persons to whom the proposed sale or transfer is to be made, and such other information as may be required by the Board of Directors of the Corporation. Within ten (10) days, the Board of Directors of the Corporation shall either approve or disapprove of the proposed sale or transfer, in writing, and shall notify the owners of its decision. If a sale is approved, the approval shall be stated in a certificate executed by an officer of the Association in recordable form. The certificate shall be recorded in the Public Records of Lee County, Florida at the expense of the purchaser. In the event the Board of Directors fails to act or disapproves of the proposed sale or transfer, and if a member still desires to do so, he shall, thirty (30) days before such sale or transfer, give written notice to the Secretary of the Corporation of his intention to sell or transfer on a certain date, and the bona fide price and other terms thereof, and the Corporation shall promptly notify the members of the date, price and terms. Members shall have the first right over non-members to accept such sale or transfer at the bona fide price and on the terms contained in the notice, provided they so notify the Secretary of the Corporation in writing of acceptance at least ten (10) days before the date of the intended sale or transfer, which information the Corporation shall promptly forward to the owner. In the event the member giving notice receives acceptance from more than one member, preference shall first be given to the members owning a unit horizontally contiguous to the unit being sold or transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

B. If a dispute arises as to the bona fideness of the purchase price the purchaser has the option to have the fair market value 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. The expense of the arbitration shall be paid by the purchaser.

C. In the event the member giving notice receives no written notice from any member accepting his price and terms of the proposed sale or transfer, and no dispute arises concerning the bona fideness of the sale price on or before ten (10) days before the day given in the notice as the day of the sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other day or any other price or terms without repeating the procedure outlined above. In the event a member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, subject to termination, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended and immediately after such reimbursement said purchaser or transferee shall convey all of his right, title and interest to the member or members making the redemption.

D. An affidavit of the secretary of the corporation stating that the Board of Directors approved in all respects on a certain date the sale or transfer of the unit and interest in the common property to certain

persons, shall be conclusive evidence of such facts and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate. An affidavit of the secretary of the corporation stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a unit and common property interest have been complied with, and that the sale or transfer of a particular unit and common property interest to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of those persons' title to the unit and common property interest sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms and date stated in the notice given to the secretary, but sixty (60) days after the date of the notice to the Board of Directors as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

E. Notwithstanding anything to the contrary herein, the provisions of this article shall not be applicable to purchasers at foreclosure or other judicial sales to transferees of institutional first mortgages nor to the developer until after the developer has initially conveyed or disposed of all units.

XI.
RIGHTS OF HEIRS AND DEVISEES OF DECEASED UNIT OWNERS

A. If the owner of a condominium parcel should die and the title to his parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the condominium parcel prior to his death, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the unit owner, the provisions of Article X of this Declaration notwithstanding.

B. If the title to the condominium parcel of such deceased owner shall pass to any person other than a person or persons designated in Paragraph A above, then within sixty (60) days of such person or persons taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the association in writing of his intention of residing in the parcel and of his or their current address. He shall also furnish to the Association such other information as the Association may reasonably request. The Association shall have thirty (30) days thereafter to give notice to said person or persons in writing, delivered or mailed to the said current address, whether or not his or their occupancy and ownership of the parcel is approved. The failure of the Association to give such notice within the said thirty (30) days shall be deemed automatic approval. Notice shall be deemed given when deposited in the United States Mail, postage prepaid. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons may procure a purchaser acceptable to the Association for said parcel at the fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent. Thereupon the person or persons having title, possession and/or occupancy of said parcel shall execute such papers and documents as the Association may require to complete the transfer of title, possession and occupancy of the parcel to such purchaser, and shall deliver possession and occupancy of the parcel to the purchaser. If a purchaser acceptable to the Association is not procured, then the provision of Article X shall apply with respect to the transfer of the unit.

C. Nothing in this Article shall be deemed to reduce, forgive or abate any amounts due the Association from the unit owner at the time of his death, nor the assessments attributable to the unit becoming due after the unit owner's death, all of which shall be fully due and payable as if the unit owner had not died.

D. Nothing herein shall prevent the sale and transfer of a condominium parcel by the owner thereof in the manner otherwise provided in this Declaration.

XII. ASSESSMENTS

The Condominium Association, through its Board of Directors shall have the power to make and collect assessments, special assessments, club dues, and such other assessments as are provided for by the condominium law, this Declaration and the Bylaws.

A. Budget. The Board of Directors of the Association shall propose the annual budget in advance for each fiscal year. The budget shall project anticipated income and estimated expenses. Common expenses shall include but shall not be limited to, costs and expenses of operation, maintenance and management, property taxes and assessments against the condominium property (until such time as any of such taxes and assessments are made against the condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the condominium as a whole), insurance premiums for fire, windstorm, flood and extended coverage insurance on the condominium real property and condominium personal property, premiums for public liability insurance, legal and accounting fees, management fees, operating expenses of the property and the corporation; maintenance, repairs and replacement (but only as to the common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and properly chargeable to the individual condominium parcel concerned), charges for utility and water used in common for the benefit of the condominium; cleaning and janitor service for the common elements and limited common elements; expenses and liabilities incurred by the corporation in and about the enforcement of its rights and duties against the members or others; and the creation of reasonable contingency or reserve requirements for the protection of the members, and the condominium property (e.g., reserves for replacements, operating reserve to cover deficiencies in collections), and all other expenses declared by the Directors of the Association to be common expenses from time to time.

B. Copies of the proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Board of Directors will prepare the proposed annual budget of common expenses, and the unit owners shall consider the budget at the annual meeting or at such other meeting as may be provided in the Bylaws. At the annual meeting when the budget is considered, the voting members of the Association shall have the power to modify or amend the budget, and shall then adopt the annual budget.

C. After adoption of a budget and determination of the annual assessment per unit, the Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the voting member representing each unit at such member's most recent address as shown by the books and records of the Corporation. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the Corporation on the first of each month, regardless whether or not members are sent or actually receive written notice thereof. In addition, the Corporation shall have the power to levy equal special assessments against each unit if necessary to cover the aforesaid types of expenses and shall have the power to levy other special assessments as provided herein which may, or may not, be equal per unit.

D. The record owners of each unit shall be personally liable jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs for collecting delinquent assessments. In the event assessments against a unit are not paid within sixty (60) days after their due date, the Association shall have the right to shut off all utilities servicing such unit until such time as the assessments are paid or until the completion of foreclosure on a unit by an institutional first mortgage. The Board of Directors shall also have the authority to assess a late charge of $25.00 per month for all assessments that are unpaid after the due date. Provided, however, the late charge may not be greater than the maximum legal rate allowed by law (currently 12%).

E. Should the Association through its Directors at any time determine that the assessments made are not sufficient to pay the common expenses, or in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

XIII.
LIEN OF THE ASSOCIATION

A. The Association shall have a lien on each condominium parcel for any unpaid dues, assessments, late charges and interest thereon against the unit owner of such condominium parcel. Said lien shall also secure reasonable attorney's fees incurred by the Corporation incident to collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Lee County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until such sums secured by the lien shall have been fully paid. Such claims or liens shall include only assessments which are due and payable when the claim of lien is recorded. Such claims of liens shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment the party making payment shall then be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional first mortgage recorded prior to the time of recording of the claim of lien.

B. As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless when said assessment was due, but not to any other mortgage. For the purposes of this instrument, an institutional first mortgage shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida. Upon the recordation of a deed issued pursuant to the foreclosure of an institutional first mortgage, any lien for assessments due and payable prior to such recordation shall be deemed abolished, but the lien for assessments due and payable after the recordation of said deed shall not be impaired and shall be effective as to the grantee of such deed.

C. Any person who acquired an interest in a unit, except through foreclosure of an institutional first mortgage, or tax sale, shall be personally liable, jointly and severally, with the transferor for all unpaid assessments up to the time of the transfer of ownership. Such liability may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made. In the event a member exercises his rights of first refusal or redemption, said member shall be liable for the unpaid assessments against the unit, and shall have the right to deduct such sums from the first refusal or redemption price paid to the seller or transferror.

D. Any person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by an Officer of the Association regarding assessments against units which have already been made and which are due and payable to the Association, and the Association and the members shall be bound thereby. No action or suit shall be brought to enforce by foreclosure any lien arising under this Declaration after two (2) years from the due date of any assessment therefore. The Association may, at any time, require owners to maintain a minimum balance on deposit with the Association to cover future assessments. Said deposit shall be uniform for all units.

XIV.
TAXATION

Whenever a tax is assessed against the condominium property as a whole, instead of against each parcel, it shall be treated as a common expense, in accordance with the provisions of Article XII.

XV.
MAINTENANCE AND REPAIR

Responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvement, shall be as follows:

A. The owner of each condominium unit, at his own expense shall see to, maintain, repair, replace and be responsible for the maintenance of his unit, all equipment and fixtures therein, including but not limited to all air conditioning equipment used in or appurtenant to that unit, and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his non-action. All work shall be done without disturbing the rights of other unit owners. Furthermore, the owner of each unit shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including open balconies, screened entry, porches or patios, where applicable) and such owner shall at his own expense maintain and replace when necessary all screening within or in a unit within or in the perimeter walls of a unit, and all glass in windows and doors in the perimeter walls of the unit subject to restrictions in Paragraph B below. The unit owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.

B. The Association shall be responsible for and shall see to the maintenance, repair and operation of the common elements of the condominium, including but not limited to all portions of a unit, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to load bearing columns and load bearing walls; 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 contained; and, all incidental damage caused to a unit by such work shall be repaired promptly at the expense of the Association. The painting, decorating or changing of any portion of the exterior of the apartment building and garages shall be the responsibility of the Association, and not the individual unit owner. However, the replacement and repair of unit exterior surfaces including screens, doors and windows shall be at unit owners expense and subject to Association written approval, if such replacement or repair changes or alters the existing exterior appearance. The Association shall have all powers necessary to discharge these responsibilities, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and the Bylaws of the Association.

C. The maintenance and operation of the common elements shall be the responsibility of the Association and shall be a common expense. In the event the Association fails to maintain the common property in accordance with its obligations hereunder, any owner of an interest in any unit shall have the right to seek specific performance in a court of equity to compel the Association to do so, or, in the event of emergency repairs needed to utilities, walls, etc., the owner of an interest in any unit may give the association 24 hours notice of same, and if it is not done, said owner may proceed to contract in name to make such repairs, and the Association shall be obligated to reimburse said owner for the reasonable value of the repairs which were necessary and for which the Association was responsible.

D. In the event owners of a unit fail to maintain it as required herein, or make any additions or alterations to common elements without the required written consent, the Association or an owner with an interest in any unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. In the alternative, the Association shall have the right to levy, at any time, a special assessment against the owners of the unit and the unit for the necessary sums to put the improvements within the unit in good condition and repair or to remove any such unauthorized addition or alteration. After making such assessment, the Association shall have the right to have its employees and agents enter the unit at any time to do such work as deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.

E. The Board of Directors of the Association or any voting member of the Association shall have the right to maintain an action because of the failure of a unit owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time. In such an action, the prevailing party shall be entitled to recover the costs of the proceeding together with reasonable attorneys' fees, and the successful party shall have a lien on the unit of the unsuccessful party to secure the payment of the same.

F. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the regulations shall not constitute a waiver of the right to do so thereafter.

XVI.
ALTERATION OF UNITS

No owner of a condominium unit shall make or cause to be made substantial and material alterations, improvements or additions to the common elements or limited common elements, except in accordance with the following provisions:

A. A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days nor more than thirty (30) days written notice.

B. Seventy-five percent (75%) of all the voting members shall vote in favor of the proposal in person or by proxy.

C. If approved each unit owner shall be assessed his proportionate cost of such alteration, improvement or addition based upon that owner's interest in the common elements.

XVII.
PROHIBITION OF FURTHER SUBDIVISION AND WAIVER OF PARTITION

A. The space within any of the units and common property shall not be further subdivided. An undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be conveyed, devised, encumbered or otherwise dealt with separately from the unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and an interest in the entire area described as common property which is appurtenant to such unit. Any instrument subsequent to the Developer's conveyance conveying, transferring, or encumbering an undivided percentage interest in the common property which is appurtenant to such unit owned by the person executing such conveyance or encumbrance, and any instrument not in accordance with this Article shall not be effective and shall be deemed null and void, ab initio.

B. The Developer hereby and each subsequent owner of any interest in a unit or in the common property by acceptance of a conveyance or any instrument transferring an interest waives the right of partition of any interest in the common property under the laws of the State of Florida as it exists now or hereafter until this condominium apartment project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a unit together with an undivided interest in the common property subject to the provisions of this Declaration.

XVIII
LIABILITY INSURANCE AND LIMITATION OF LIABILITY

The Board of Directors of the Association shall obtain liability insurance in such amount as the Board of Directors may determine from time

to time for the purpose of providing liability insurance coverage for the common elements of this Condominium. The Board of Directors shall collect and enforce the payment of the premium for such insurance from each unit owner to the extent of his share in the common elements. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit or for which he may be liable. In accordance with the provisions of the Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the Bylaws. The owner of a unit may be personally liable for the acts or omissions of the association in relation to the use of the common elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the common elements. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners the Association shall give notice of the exposure with a reasonable time to all unit owners, and they shall have the right to intervene and defend. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a dwelling house would be liable for an accident occurring therein.

XIX.
PROVISIONS FOR CASUALTY INSURANCE, PAYMENT OF PROCEEDS, RECONSTRUCTION

A. Purchase of Insurance. The Board of Directors of the Association shall keep insured the condominium property, including the entire buildings erected upon the condominium land, all fixtures and personal property appurtenant thereto, and all units contained therein, and for the interest of the Association, all unit owners and their mortgagees, as their interest may appear, in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, against loss or damage by fire and hazards covered by a standard coverage endorsement and such risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the condominium land.

B. Assured and Loss Payable. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association, all unit owners and their mortgages as their interest may appear, and shall be paid to a Florida bank or trust company having trust powers selected by the Board of Directors of the Association who shall act as the Insurance Trustee and it shall be the duty of the Insurance Trustee to receive such proceeds as are paid to them and to hold the same in trust pursuant to the terms of this Declaration.

C. Payment of Premiums. The Board of Directors shall collect and pay the premiums for casualty insurance as part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. Reconstruction or Repair After Casualty. 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:

1. 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 should be terminated.

2. Apartment Building.

(a) Lesser Damage. If the damaged improvement is the apartment building, and if apartments to which fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium should be terminated.

(b) Major Damage. If the damaged improvement is the apartment building, and if apartments to which more than fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided unless within sixty (60) days after the casualty the owners of seventy five percent (75%) of the common elements agree in writing to such reconstruction or repair.

(c) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged property is the apartment building, by the owners of not less than seventy five percent (75%) of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

(d) If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit 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. Immediately after a determination is made 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 costs to rebuild or repair.

(e) If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a uniform special assessment against all unit owners for the deficiency related to common elements and against the individual unit owners for the portion of the deficiency related to individual damaged units; provided, however, that if in the opinion of the Board of Directors, it is impossible to adequately and accurately determine the portion of the deficiency related to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners according to the percentage as set forth in paragraph B of Article VI of this Declaration.

3. Disbursement of Funds. The funds for payment of costs for reconstruction and repair after casualty, which consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against the apartment owners, shall be disbursed in payment of such costs in the following manner.

(a) Association. If the total of assessments paid by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the association is more than $5,000.00, then the sums paid upon such assessments 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 them in payment of the costs of reconstruction and repair.

(b) 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 and order.

(i) Association-Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than $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 the mortgagee that is beneficiary of an insurance policy the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner provided for in the major-damage section.

(ii) Association-Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than $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 architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustees to the Unit owner or if there is a mortgagee endorsement as to the unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(iv) 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 stated; except however, that the part of distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

4. Rights of Mortgagees. If any first mortgagee of any condominium unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the condominium property. A majority of such mortgagees as herein above defined may designate the bank or savings and loan association as a depository for these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month to month an amount greater than one-twelfth (1/12) of the reasonably estimated casualty insurance premium next due, per month. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration of Condominium to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee, of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the unit owners as their interests may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacement to the unit or units encumbered by its mortgage or mortgages and no such repairs, reconstruction or replacement shall be begun or undertaken without such approval, which approval shall not unreasonably be withheld.

5. Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases therefore.

XX.
MORTGAGES - SUBORDINATION

A. A unit owner who mortgages his condominium parcel must notify the Association of the name and address of his mortgagee, and the Association shall maintain such information in a register which shall, among other things, contain the names of all of the owners of condominium parcels and the names of mortgagees holding minimum association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel, he shall not be permitted to modify alter or change the physical aspect of the apartment without the written authorization of the mortgagee. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the owner of a condominium parcel.

B. Subordination. No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida, and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Association and the owner or owners of any part of said subdivision may be enforced against the owner of the portion of said property subject to such mortgage notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained.

XXI.
DEVELOPER'S UNIT RIGHTS AND PRIVILEGES

The provisions of Article X hereof respecting sale, transfer and lease of condominium parcels, shall not be applicable to the Developer submitting the condominium property to condominium ownership. The Developer reserves the right to and has the right to sell, lease or rent condominium units and parcels to any purchaser approved by it, subject, however, to the use of restrictions provided. The Developer shall have the right to transact any business necessary to consummate the sale of units, including but not limited to the right to maintain models, advertise on the premises, and use the common elements. In the event there are unsold parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels. The Developer may sell, lease or rent parcels owned by it to any person or persons whatsoever and the provisions of Article X shall not be applicable to the Developer or to any such sale, conveyance or lease by the Developer, notwithstanding anything to the contrary contained in this Declaration, the Bylaws or the Articles of Incorporation of the Association. This Article shall not be amended without the written consent of the Developer. If the provisions of this article conflict with any other article, then this article shall govern.

XXII.
SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration, or in the Articles or Bylaws of the Condominium Corporation or of the Condominium Act, shall in no ways affect the remaining part or parts hereof which are unaffected by such invalidation, and the same shall remain effective.

XXIII.
TERMINATION

This project may be terminated as provided for by the Condominium Act. Upon termination the undivided share of the common property owned in common by each unit owner shall be 1/108th.

XXIV.
EASEMENTS

A. All owners of units shall have as an appurtenance to their units a perpetual easement for ingress to and egress from their units over all right-of-way stairs, walks and other common property located in the condominium, subdivision, and a perpetual right or easement, in common with all persons owning an interest in any unit in the condominium, to the use and enjoyment of all common elements in the building and other facilities (including but not limited to utilities, drainage, and cable TV as they now exist) located in the condominium.

B. All the condominium property and all the condominium units and the common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the condominium property, or caused by inaccuracies in construction or reconstruction, of the building or such improvements upon the condominium property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments stand. A valid easement for the maintenance of such encroachments is herein created, so long as such encroachments stand.

C. All units and the common property shall be subject to perpetual easements in gross being granted to MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC. a not-for-profit corporation, and its successors for ingress and egress and to use said premises for the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein.

XXV.
UNIT OWNERS
MEMBERS OF HOMEOWNERS ASSOCIATION

A. Marina North Shore Condominium is part of a large development of the developer known as Punta Gorda Isles Section 22. Developer has filed an instrument in the Public Records of Lee County, Florida, styled Declaration of Restrictions. The restrictions provide for the creation of a Punta Gorda Isles, Section 22 Homeowners Association, Inc., a non-profit Florida corporation, (hereinafter referred to as "Homeowners Association), the purpose of the Homeowners Association is to: (A) Operate and pay for a guard house situated at the main entrance, (b) Maintain landscaping and other improvements at the entrance, (b) Maintain landscaping and other improvements at the entrance and easement area along Islamorada Road and (c) Maintain certain common areas found in the Section 22 Plat Map and (d) Take such action as the Homeowners Association finds necessary to maintain the quality of the developement.

B. Unit owners are required to be members of the said Homeowners Association and by the acceptance of their respective deeds have agreed that the unit is subject to the restrictions including amendments thereto, to abide by the rules and regulations of the Homeowners Association, and to pay such assessments, dues and charges as shall be levied by the Board of Directors of the said Association in accordance with the Articles of Incorporation, Bylaws and Restrictions. The restrictions have been recorded in O.R. Book 1432, Pages 249 thru 261, inclusive, of the Public Records of Lee County, Florida, as amended in O.R. Book 1683, Pages 206 thru 209 of the Public Records of Lee County, Florida. The Articles of Incorporation of Punta Gorda Isles, Section 22 Homeowners Association, Inc. were filed on October 8, 1979, with the Secretary of State (Charter Number 749232). Bylaws of the Association are available at the office of the designated agent described in said Articles of Incorporation. The present charge is $180.00 per unit per year but is subject to change.

XXVI.
MISCELLANEOUS PROVISIONS

A. The Developer guarantees to each Purchaser that the assessment for common expenses of the condominium imposed upon the unit owners will not increase over the amount stated in the Estimated Operating Budget for a twelve (12) month period beginning from the date of recording the Deed of the first condominium unit sold. During this twelve month period, the Developer will pay for any amount of common expenses incurred and not produced by the assessments at the guaranteed level due from other unit owners.

B. The condominium association, its officers, directors, agents and employees, shall at all times have the right to enter the condominium units at reasonable times for the purpose of inspecting the common elements gaining access to the common elements, or making repairs or otherwise maintaining the condominium property, or to abate emergency situations which threaten damage to the condominium property or any part thereof.

C. The Board of Directors of the Association shall provide for the preparation of a financial operating statement and present it at least annually to each of the members. Any member at his cost, may at any reasonable time, cause an audit to be made of the corporate records and books by a certified public accountant.

D. The Developer retains the right and shall at all times have the right to declare and create, from time to time, without the joinder or consent of any unit owner or the Association, easements, providing only that such easements when created shall be reasonable and consistent with then-existing improvements upon the condominium property. Easements for utilities and for drainage which may be shown on the plat shall be in addition to any easements which may be created by the developer under this paragraph D. This paragraph D shall not be amended nor shall the condominium plan be amended in any way to defeat, restrict or reduce the Developer's right herein contained without the written consent of the Developer.

E. Until the completion of contemplated improvements to the condominium property, the Developer specifically reserves the right, without the joinder of any persons, to make such changes in the Declaration and its attachments or in the plat of development as may be required by any lender, governmental authority or as may be in its judgment, necessary or desirable; provided that such will not change the shares of the unit owners or their mortgages in the common elements, and that all changes when made will provide facilities as good as, or better than, those shown on the condominium plat. This provision shall take precedence over any other provisions of the Declaration or its attachments.

F. This Declaration is subject to the Declaration of Restrictions of BURNT STORE MARINA, INC., the successor in title, dated September 14, 1979 and recorded in O.R. Book 1432, Pages 249-261 of the Public Records of Lee County, Florida, as amended, in O.R. Book 1683, Pages 206 thru 209 of the Public Records of Lee County, Florida, unless such restrictions, or any of them in conflict with this Declaration, shall have been waived in writing by Burnt Store Marina, Inc.

IN WITNESS WHEREOF, the developer has executed this Declaration of Condominium this 17th day of October, 1983.

BURNT STORE MARINA, INC.

BY: Theodore Aughey
Theodore Aughey, Vice President

Attest: Paula F. McQueen
Paula F. McQueen, Secretary

(SEAL)

Sandra Sue Billhart
(First Witness)

Joyce Morgan
(Second Witness)

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 acknowledgements, Theodore Aughey and Paula F. McQueen of BURNT STORE MARINA, INC., a corporation, to me well known to be the persons described in and who executed the foregoing instrument and duly acknowledged before me that they executed the same for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affix official seal at Punta Gorda, said County and State, this 17th day of October, A.D., 1983.

Mary Jane Burns
Notary Public - State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 4, 1987
Bonded Thru Troy Fain - Insurance, Inc.

JOINDER OF MORTGAGE

OR BK 1693 PG 4797

GULF COAST CREDIT CORPORATION, hereinafter called the "Mortgagee", the subsequent owner and holder of a Mortgage upon the following lands in Lee County, Florida:

A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE S.E. CORNER OF LOT 2, BLOCK 1011 OF SAID SECTION 22, SAID S.E. CORNER ALSO LYING ON THE NORTH LINE OF TRACT 'C' RUN SOUTHEASTERLY ALONG THE SAID NORTH LINE, THROUGH A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 04°48'46" AND A CHORD BEARING OF S72°36'03"E; THENCE RUN ALONG SAID CURVE 84.00 FEET; THENCE RUN S 00°29'15"W 45 FEET: THENCE N 89°30'45"W, 165 FEET: THENCE S 34°53'10"W, 65.49 FEET; THENCE S 00°29'15"W, 116 FEET TO A POINT LYING 1 FOOT MORE OR LESS NORTH OF AN EXISTING CONCRETE SEAWALL; THENCE RUN ALONG A LINE PARALLEL TO AND 1 FOOT NORTH OF SAID SEAWALL THE FOLLOWING COURSES; N 89°30'45"W 121.67 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 89.04 FEET, A CENTRAL ANGLE OF 50°42'10" AND A CHORD BEARING OF N 64°09'40"W; THENCE RUN ALONG SAID CURVE 78.79 FEET; THENCE RUN N 38°48'35"W 112.13 FEET TO THE POINT OF DEPARTURE FROM SAID 1 FOOT LINE ADJACENT TO THE EXISTING SEAWALL; THENCE N 51°11'25"E; 92.05 FEET: THENCE S 89°30'45"E, 47.30 FEET: THENCE ALONG LINE RADIAL TO THE NEXT DESCRIBED CURVE, N 30°31'20"E, 165 FEET TO A POINT ON A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1000 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 10°43'00" FOR 187.04 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 22 EAST AND CONTAINING 1.53 ACRES MORE OR LESS.

TOGETHER WITH

A NON EXCLUSIVE 50 FEET EASEMENT LYING IMMEDIATELY EAST OF, ADJACENT TO, AND RUNNING PARALLEL WITH AND CONTIGUOUS TO THE EAST LOT LINE OF THE ABOVE MENTIONED LOT 2 FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND UTILITIES AND INGRESS-EGRESS.

AND

SUBJECT TO A 24 FEET WIDE EASEMENT LYING NORTHERLY OF, CONTIGUOUS TO AND PARALLEL WITH THE SOUTHERNMOST BOUNDARY DESCRIBED ABOVE AS RECORDED IN O.R. BOOK 1537, PG. 226 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

which Mortgage is dated February 16, 1983 and recorded in O.R. Book 1659, Page 2511 of the Public Records of Lee County, Florida by and between Burnt Store Marina, Inc. and Gulf Coast Credit Corporation, as Mortgagee, as amended on June 3, 1983 and recorded in O.R. Book 1674, page 203 of the Public Records of Lee County, Florida, joins in and consents to the foregoing Declaration of Condominium, and the Mortgagee agrees that the lien of its Mortgage shall be upon the following described in Lee County, Florida:

All units of Marina North Shore Condominium, Phase I, a Condominium according to the Declaration of Condominium.

Together with all of the appurtenances to the units including, but not limited to, all of the undivided shares in the common elements.

GULF COAST CREDIT CORPORATION

Signed, Sealed and Delivered
in the Presence of:

Sandra Sue Billhart
Witness

Joyce Morgan
Witness

BY: Theodore Aughey
Theodore Aughey,
Vice President

ATTEST:
Paula F. McQueen
Paula F. McQueen, Secretary

(SEAL)

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this 17th day of October, 1983 before me personally appeared Theodore Aughey, as Vice President and Paula F. McQueen, as Secretary, of GULF COAST CREDIT CORPORATION, a Florida corporation, to me known to be the persons who executed the foregoing instrument as such officers for the uses and purposes 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 that said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Punta Gorda, the County and State aforesaid, the day and year last aforementioned.

Mary Jane Burns
NOTARY PUBLIC, STATE OF FLORIDA

(Seal)

MY COMMISSION EXPIRES:

Notary Public, State of Florida
My Commission Expires March 4, 1987
Bonded Thru Troy Fain-Insurance, Inc.

1855940

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
MARINA NORTH SHORE CONDOMINIUM

OFF. REC. 1749 PG 450

WHEREAS, the Developer has recorded a Declaration of Condominium for MARINA NORTH SHORE CONDOMINIUM, hereinafter the "Declaration" on October 17, 1983, in O.R. Book 1693, Pages 4770 thru 4798 in the Public Records of Lee County, Florida;

WHEREAS, Article VIII of the Declaration provides that the Declaration may be amended by not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes of the entire membership of the Association; or not less than seventy percent (70%) of the votes of the entire membership of the association; and

WHEREAS, the following amendments were duly adopted by 78% percent of the record unit owner's of the condominium units and all of the Board of Directors at a special meeting of the Condominium Association which was held on the 29th day of August, 1984, and

WHEREAS, all the affected owners of mortgages have consented to the modifications being made in the shares of the common elements of Marina North Shore Condominium by the following amendments and have evidenced that consent by executing this Second Amendment to Declaration of Marina North Shore Condominium.

Now therefore, pursuant to Article VIII of the Declaration, the membership of the Association hereby amends the Declaration as recorded on October 17, 1983 in O.R. Book 1693 Pages 4770 thru 4798, Public Records of Lee County, Florida, for the purpose of amending the Declaration, that the Declaration be and it is hereby amended as follows:

1. PARAGRAPH C OF ARTICLE IV IS AMENDED TO READ AS FOLLOWS:

C. Condominium Parcel. Each condominium parcel includes an undivided interest of each unit owner in and to the common elements (and common surplus and responsibility for common expenses). Each unit owner in Phase I shall have as an appurtenance to his unit an undivided one-twelfth (1/12) interest in the common elements and limited common elements. When Phase II is completed, then each unit owner in Phases I and II shall have as an appurtenance to his unit an undivided one

Prepared by:
Charles T. Boyle, Atty.
FARR, FARR, HAYMANS, MOSELEY, EMERICH & SIFRIT
P.O. Box 2159
Port Charlotte, FL 33952

RECORD VERIFIED
CLERK

twenty-fourth (1/24) interest in the common elements and limited common elements. When Phase III is completed, then each unit owner in Phases I, II and III shall have as an appurtenance to his unit an undivided one thirty-sixth (1/36) interest in the common elements and limited common elements. When Phase IV is completed, then each unit owner in Phases I, II, III and IV shall have as an appurtenance to his unit an undivided one forty-eighth (1/48) interest in the common elements and limited common elements. When Phase V is completed, then each unit owner in Phases I, II III, IV and V shall have an undivided one-sixtieth (1/60) interest in the common elements and limited common elements. When Phase VI is completed, then each unit owner in Phases I, II, III, IV, V and VI shall have an undivided one seventy-second (1/72) interest in the common elements and limited common elements. When Phase VII is completed, then each unit owner in Phases I, II, III, IV, V, VI and VII shall have an undivided one eighty-fourth (1/84) interest in the common elements and limited common elements. When Phase VIII is completed, then each unit owner shall have an undivided one ninety-sixth (1/96) interest in the common elements. When Phase IX is completed, then each unit owner in Phases I, II, III, IV, V, VI, VII, VIII and IX shall have an undivided one one hundred-eighth (1/108) interest in the common elements and limited common elements.

Upon the completion of each Phase and recording in the Public Records of Charlotte County of the Amendment to the Declaration and the Plat of each Phase, then the owners of units in all prior Phases shall automatically acquire the aforesaid share of the common elements and limited common elements in the parcels of land described in all prior Phases and, conversely, the owners of units in the Phase most recently submitted to condominium ownership shall have likewise acquired the same fractional interest in the land, the common elements and the limited common elements of all previously completed Phases. The common elements include the land and all other parts of the condominium not in the apartment, which include but are not limited to the following items: sidewalks, ramps, elevated walkways, roof deck, walks, yard area, foundation, attic area, roofs, driveway, elevators and equipment rooms, stairs, load bearing walls, swimming pools, and swimming pool areas,

clubhouse, rest room facilities, all covered and uncovered parking areas, parking lots, yard lighting, lawns and planting areas, meter houses, trash shoots, fire pump building, electric equipment room, pool equipment room, equipment buildings, dumpsters, landscaping, sod, sprinklers, and utility buildings.

2. THE FINAL SENTENCE OF PARAGRAPH C OF ARTICLE III IS AMENDED TO READ AS FOLLOWS:

Phase III must be completed on or before January 1, 1989.

3. THE FINAL SENTENCE OF PARAGRAPH D OF ARTICLE III IS AMENDED TO READ AS FOLLOWS:

Phase IV must be completed on or before January 1, 1989.

4. THE FINAL SENTENCE OF PARAGRAPH E OF ARTICLE III IS AMENDED TO READ AS FOLLOWS:

Phase V must be completed on or before January 1, 1989.

5. THE FINAL SENTENCE OF PARAGRAPH F OF ARTICLE III IS AMENDED TO READ AS FOLLOWS:

Phase VI must be completed on or before January 1, 1989.

6. THE FINAL SENTENCE OF PARAGRAPH G OF ARTICLE III IS AMENDED TO READ AS FOLLOWS:

Phase VII must be completed on or before January 1, 1989.

7. THE FINAL SENTENCE OF PARAGRAPH H OF ARTICLE III IS AMENDED TO READ AS FOLLOWS:

Phase VIII must be completed on or before January 1, 1989.

8. THE FINAL SENTENCE OF PARAGRAPH I OF ARTICLE III IS AMENDED TO READ AS FOLLOWS:

Phase IX must be completed on or before January 1, 1989.

9. PARAGRAPH B OF ARTICLE XIII IS AMENDED TO READ AS FOLLOWS:

B. As to the priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless when said assessment was due, but not to any other mortgage. For the purposes of this instrument, an institutional first mortgage shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association, insurance company or mortgage company authorized to transact business in the state of Florida.

Upon the recordation of a deed issued pursuant to the foreclosure of an institutional first mortgage, any lien for assessments due and payable prior to such recordation shall be deemed abolished, but the lien for assessments due after recordation of said deed shall not be impaired and shall be affected as to the grantee of such deed.

10. PARAGRAPH B OF ARTICLE XX IS AMENDED TO READ AS FOLLOWS:

B. Subordination. No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, insurance company or mortgage company authorized to transact business in the state of Florida, and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Association and the owner or owners of any part of said subdivision may be enforced against the owner of the portion of said property subject to such mortgage notwithstanding such mortgage. The purchaser of any sale upon foreclosure shall be bound by all of the provisions herein contained.

There is expressly incorporated herein by reference all covenants and conditions of Articles I thru XXVI not inconsistent with the above amendments of the Declaration of Condominium of MARINA NORTH SHORE CONDOMINIUM, Recorded in O.R. Book 1693, Pages 4770 thru 4798, Public Records of Lee County, Florida

IN WITNESS WHEREOF, the Developer, BURNT STORE MARINA, INC., the Officers and Directors of the Association and all affected owners of mortgages have executed this Second Amendment to Declaration, this 26th day of September 1984.

BURNT STORE MARINA, INC.
"Developer"

By: Paula F. McQueen
PAULA F. McQUEEN, VICE President

Sandra Sue Billhart
First Witness

Janis L. Edwards
Second Witness

STATE OF FLORIDA
COUNTY OF CHARLOTTE

Before me, the undersigned authority, personally appeared Paula F. McQueen, as Vice President of BURNT STORE MARINA, INC., Developer, to me known to be the person who executed the foregoing Second Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and she severally acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein set forth and as the act and deed of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 26th day of September, 1984.

Sandra Sue Brillhart
Notary Public-State of Florida
(AFFIX SEAL)

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Oct. 8, 1987
Bonded Thru Troy Fain - Insurance, Inc.

MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

Jeffrey F. Snah
First Witness as to Wood

By: G. Stuart Wood
G. STUART WOOD, President & Director
(Corporate Seal)

Jamie L. Edwards
Second Witness

Jeffrey F. Snah
First Witness as to Hadsell

By: Leanne Hadsell
LEANNE HADSELL, Secretary & Director
(Corporate Seal)

Jamie L. Edwards
Second Witness

STATE OF FLORIDA
COUNTY OF CHARLOTTE

Before me, the undersigned authority, personally appeared G. STUART WOOD, as President, and LEANNE HADSELL, as Secretary of MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC., to me known to be the persons who executed the foregoing Second Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and they severally acknowledged before me that they executed the same freely and voluntarily for the uses and purposes threin set forth and as the act and deed of said corporation.

Witness my hand and official seal in the County and State lastafore-said this 26th day of September, 1984.

Sandra Sue Brillhart
Notary Public - State of Florida
(AFFIX SEAL)

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Oct. 8, 1987
Bonded Thru Troy Fain - Insurance, Inc.

FIRST FEDERAL SAVINGS & LOAN
OF CHARLOTTE COUNTY, Mortgagee

BY: W. R. Shakeshaft
W. R. Shakeshaft, Vice President

G. C. McDermott
First Witness

Christine Massaro
Second Witness

STATE OF FLORIDA
COUNTY OF CHARLOTTE

Before me, the undersigned authority, personally appeared W. R. SHAKESHAFT, as Vice President of FIRST FEDERAL SAVINGS & LOAN OF CHARLOTTE COUNTY, to me known to be the person who executed the foregoing Second Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and he severally acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein set forth as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of May, 1984.

Geraldine C. McDermott
Notary Public-State of Florida

My Commission Expires: 07-05-85

(AFFIX SEAL)

OFF. REC. 1749 PG 456

AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Mortgagee

Brenda R. Friedman
First Witness

BY: _____ Senior Vice President

Delia L. Gard
Second Witness

STATE OF FLORIDA
COUNTY OF DADE

Before me, the undersigned authority, personally appeared CARLOS GARCIA-VELEZ, SR. Vice President, of AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, to me known to be the person who executed the foregoing Second Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and he severally acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein set forth as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of May, 1984.

Delia L Gard
Notary Public-State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 14, 1985
Bonded thru Maynard Bonding Agency

(AFFIX SEAL)

FIRST CITIZENS SERVICE
CORPORATION, Mortgagee

BY: _____
President

First Witness

Second Witness

OFF. REC. 1749 PG 457

STATE OF FLORIDA
COUNTY OF CHARLOTTE

Before me, the undersigned authority, personally appeared Thomas A. Stein, as President of FIRST CITIZENS SERVICE CORPORATION, to me known to be the person who executed the foregoing Second Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and he severally acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein set forth as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of May, 1984.

Notary Public-State of Florida

My Commission Expires: Notary Public, State of Florida at Large
My commission expires July 9, 1985

(AFFIX SEAL)

FIRST PRESIDENTIAL SAVINGS &
LOAN ASSOCIATION, Mortgagee

BY: ✓
ROBERT FEID, President

✓ Barbara S Lilly
First Witness

✓ Virginia A Nicholowicz
Second Witness

OFF. REC. 1749 PG 458

STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, the undersigned authority, personally appeared Robert B. Feid, as President of FIRST PRESIDENTIAL SAVINGS & LOAN ASSOCIATION, to me known to be the person who executed the foregoing Second Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and he severally acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein set forth as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of May, 1984.

✓ Nancy J Larkin
Notary Public-State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR 4 1985
BONDED THRU GENERAL INS. UNDERWRITERS

(AFFIX SEAL)

ATTEST:
Eunice P. Griswold
It's Assistant Secretary

Darlene Lawhon
First Witness

Rosetta K. Sampson
Second Witness

FLORIDA FEDERAL SAVINGS & LOAN ASSOCIATION, Mortgagee

BY: Thomas N. Cash
Vice President

STATE OF FLORIDA
COUNTY OF LEE

Before me, the undersigned authority, personally appeared Thomas N. Cash and Eunice P. Griswold respectively, Vice President and Assistant Secretary of FLORIDA FEDERAL SAVINGS & LOAN ASSOCIATION, to me known to be the persons who executed the foregoing Second Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and they severally acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein set forth as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of May, 1984.

Deborah Brandon
Notary Public - State of Florida

My Commission Expires:

(AFFIX SEAL)

My Commission Expires Nov. 11, 1985
BONDED THRU AGENT'S NOTARY BROKERAGE

SUN BANK AND TRUST/CHARLOTTE COUNTY, N.A., Mortgagee

BY: _____ Vice President

ATTEST: _____ Vice President & Cashier

Sandra L. Weaver
First Witness

Lee A. Wyszomierski
Second Witness

OFF. REC. 1749 PG 460

STATE OF FLORIDA
COUNTY OF CHARLOTTE

Before me, the undersigned authority, personally appeared Joyce Kelly, as President of SUN BANK AND TRUST/CHARLOTTE COUNTY, N.A., to me known to be the person who executed the foregoing Second Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and she severally acknowledged before me that she executed the same freely and voluntarily for the uses and purposes therein set forth as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of May, 1984.

Sandra L. Weaver
Notary Public-State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 28 1984
BONDED THRU GENERAL INS. UNDERWRITERS

(AFFIX SEAL)

Oct 3 11 40 AM '84
RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED

CLERK OF CIRCUIT COURT
By Doris J. Kurtz
Clerk ad interim

1855941

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CERTIFICATE OF SECOND AMENDMENT OF DECLARATION OF CONDOMINIUM OF MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

OFF REC 1749 PG 461

The undersigned officers of the MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC. pursuant to Chapter 718, Florida Statutes, 1983, hereby certify the Second Amendment of Declaration of Condominium which was recorded on October 17, 1983, in O.R. Book 1693, Pages 4770-4798, Public Records of Lee County, Florida and further certify;

That said amendment was duly adopted by 78% of the record unit owners of Condominium parcels and all of the Board of Directors at a special meeting called for that and other purposes which was held on the 29th day of August, 1984, and further certify;

That all the affected owners of mortgages have consented to the modifications being made in the shares of the common elements of Marina North Shore Condominium by said Amendment and have evidence that consent by executing said Amendment.

That pursuant to VIII of the Declaration of Condominium for Marina North Shore Condominium Association, Inc. the above referenced percent of unit Owners and record mortgagees, amended the Delcaration as recorded on October 17, 1983 in O.R. Book 1693, Pages 4770 thru 4798, Public Records of Lee County, Florida, by adopting, ratifying and consenting to that Second Amendment to Declaration of Condominium of Marina North Shore Condominium which is attached to this certificate.

The parties expressly incorporate herein by reference all covenants of Articles I through XXVI, inclusive, of the Declaration of Condominium of Marina North Shore Condominium, recorded in O.R. Book 1693, Pages 4770 thru 4798, Public Records of Lee County, Florida.

WHEREFORE, we have set our hand and seal of MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC., this 26th day of September, 1984.

MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

Sandra Sue Billhart
First Witness as to Wood

BY: G. Stuart Wood
G. STUART WOOD, President

Janice L. Edwards
Second Witness

(Corporate Seal)

1

Prepared by:
Charles T. Boyle, Atty.
FARR, FARR, HAYMANS, MOSELEY, EMERICH & SIFRIT
P.O. Box 2159
PORT CHARLOTTE, FL 33952

Sandra Sue Brillhart
First Witness as to Hadsell

Jamie L. Edwards
Second Witness

Sandra Sue Brillhart
First Witness as to Lorah

Jamie L. Edwards
Second Witness

BY: Leanne Hadsell
LEANNE HADSELL, Secretary

(Corporate Seal)

BY: Geoffrey J. Lorah
GEOFFREY J. LORAH, Treasurer

(Corporate Seal)

OFF. REC. 1749 PG 462

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared G. STUART WOOD, as President of MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 26th day of September, 1984.

Sandra Sue Brillhart
Notary Public-State of Florida

My Commission Expires: (AFFIX SEAL)

Notary Public, State of Florida
My Commission Expires Oct. 8, 1987
Bonded Thru Troy Fain - Insurance, Inc.

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared LEANNE HADSELL, as Secretary of MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 26th day of September, 1984.

Sandra Sue Brillhart
Notary Public-State of Florida

My Commission Expires: (AFFIX SEAL)

Notary Public, State of Florida
My Commission Expires Oct. 8, 1987
Bonded Thru Troy Fain - Insurance, Inc.

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GEOFFRY LORAH, as Treasurer of MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC., to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 26th day of September, 1984.

Sandra Sue Bullhart
Notary Public-State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct. 8, 1987
Bonded Thru Troy Fain, Insurance, Inc.

(AFFIX SEAL)

OFF. REC. 1749 PG 463

CLERK OF CIRCUIT COURT
Clerk of Courts
OCT 3 11 40 AM '84
RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED

13W

1865594

This instrument was prepared by:

Robert C. Sifrit, Esq.
Farr, Farr, Haymans, Moseley,
Emerich and Sifrit
166 N. Tamiami Trail
Port Charlotte, Florida 33950

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM MARINA NORTH SHORE

OFF. REC. 1753 PG 290

WHEREAS, BURNT STORE MARINA, INC., a Florida corporation (hereafter called "Developer"), has recorded a Declaration of Condominium for MARINA NORTH SHORE, (hereafter called "Declaration"), dated October 17, 1983 and recorded in O.R. Book 1693, Pages 4770-4798, as amended in O.R. Book 1710, Pages 4736 thru 4738 and as amended in O.R. Book 1749, Pages 450 thru 460, of the Public Records of Lee County, Florida; and

WHEREAS, Article III C of the Declaration provides that the Developer may amend the Declaration by adding Phase III on the following described real property in Lee County, Florida, to-wit:

Phase III of Marina North Shore Condominium more particularly described as follows:

A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT "C"; SAID POINT BEARING N 64°50'10"W, 186.77 FEET FROM THE SOUTHEAST CORNER OF LOT 2, BLOCK 1011, OF SAID SECTION 22; THENCE FROM SAID POINT OF BEGINNING SO FIXED, S 30°31'20"W, 165.00 FEET; THENCE N 89°30'45"W, 47.30 FEET; THENCE S 51°11'25" W, 92.05 FEET TO A POINT LYING 1 FOOT MORE OR LESS NORTH OF AN EXISTING CONCRETE SEAWALL: SAID POINT BEING ALSO AT THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 855.97 FEET AND A CHORD BEARING OF N 41°13'52"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 04°50'33" FOR 72.34 FEET TO THE POINT OF DEPARTURE FROM SAID 1 FOOT LINE ADJACENT TO THE EXISTING SEAWALL; THENCE N 00°29'15"E, 75.00 FEET; THENCE N 38°01'31"E ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, 200 FEET TO A POINT ON THE AFORESAID NORTH LINE OF TRACT "C" AND A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 02°38'52" FOR 69.32 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 04°51'19" FOR 84.74 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 22 EAST AND CONTAINING 0.904 ACRE MORE OR LESS.

TOGETHER WITH

A NON EXCLUSIVE 50 FEET EASEMENT LYING IMMEDIATELY EAST OF, ADJACENT TO, AND RUNNING PARALLEL WITH AND CONTIGUOUS TO THE EAST LOT LINE OF THE ABOVE MENTIONED LOT 2 FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND UTILITIES AND INGRESS-EGRESS.

AND

SUBJECT TO A 24 FEET WIDE EASEMENT LYING NORTHERLY OF, CONTIGUOUS TO AND PARALLEL WITH THE SOUTHERNMOST BOUNDARY DESCRIBED ABOVE AS RECORDED IN O.R. BOOK 1537, PG. 226 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

NOTE: The Condominium Plat for Marina North Shore Condominium has been filed in Condominium Plat Book 10, Pages 42 thru 43 Lee County, Florida.

CLERK ● RECORD VER. FED. ● BY: J. TUCKER, D.C. ●

WHEREAS, the Developer has substantially completed the construction of one building on the above described property, containing a total of 12 apartments as outlined in the original Declaration and now desires to submit the above described real property in Phase III to condominium ownership pursuant to Article III C of the Declaration; and

NOW, THERFORE, pursuant to Article III C of the Declaration of MARINA NORTH SHORE and the Developer hereby amends the Declaration dated October 17, 1983 and recorded in O.R. Book 1693, Pages 4770-4798, as amended in O.R. Book 1710, Pages 4736 thru 4738 of the Public Records of Lee County, Florida, for the purposes of adding Phase III to this condominium so that the said Declaration be and it is hereby amended by adding thereto the following:

1. The legal description of the property submitted herewith as an addition to condominium ownership by this amendment to the Declaration is as follows:

A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT "C"; SAID POINT BEARING N 64°50'10"W, 186.77 FEET FROM THE SOUTHEAST CORNER OF LOT 2, BLOCK 1011, OF SAID SECTION 22; THENCE FROM SAID POINT OF BEGINNING SO FIXED, S 30°31'20"W, 165.00 FEET; THENCE N 89°30'45"W, 47.30 FEET; THENCE S 51°11'25" W, 92.05 FEET TO A POINT LYING 1 FOOT MORE OR LESS NORTH OF AN EXISTING CONCRETE SEAWALL: SAID POINT BEING ALSO AT THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 855.97 FEET AND A CHORD BEARING OF N 41°13'52"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 04°50'33" FOR 72.34 FEET TO THE POINT OF DEPARTURE FROM SAID 1 FOOT LINE ADJACENT TO THE EXISTING SEAWALL; THENCE N 00°29'15"E, 75.00 FEET; THENCE N 38°01'31"E ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, 200 FEET TO A POINT ON THE AFORESAID NORTH LINE OF TRACT "C" AND A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 02°38'52" FOR 69.32 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 04°51'19" FOR 84.74 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 22 EAST AND CONTAINING 0.904 ACRE MORE OR LESS.

TOGETHER WITH

A NON EXCLUSIVE 50 FEET EASEMENT LYING IMMEDIATELY EAST OF, ADJACENT TO, AND RUNNING PARALLEL WITH AND CONTIGUOUS TO THE EAST LOT LINE OF THE ABOVE MENTIONED LOT 2 FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND UTILITIES AND INGRESS-EGRESS.

AND

SUBJECT TO A 24 FEET WIDE EASEMENT LYING NORTHERLY OF, CONTIGUOUS TO AND PARALLEL WITH THE SOUTHERNMOST BOUNDARY DESCRIBED ABOVE AS RECORDED IN O.R. BOOK 1537, PG. 226 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

2. The Developer hereby declares that the above described real property is condominium property as part of MARINA NORTH SHORE CONDOMINIUM, and the Developer hereby submits this property to condominium ownership pursuant to Chapter 718, Florida Statutes, the condominium act, upon terms, conditions, restrictions, reservations and limitations as set forth in this amendment and in the previously recorded Declaration.

3. The Developer hereby declares pursuant to the Declaration that the unit owners of MARINA NORTH SHORE CONDOMINIUM, Phase I, Phase II and Phase II shall own as an appurtenance to each condominium unit an undivided one-thirty-sixth (1/36th) interest in the common elements of the real property heretofore and herewith submitted to condominium ownership and described as Phase I, Phase II and Phase III of the Declaration, the land being more particularly described in Article III A, III B, and III C of the Declaration and this amendment. Each apartment owner shall pay 1/36th share of the common expenses and be entitled to own the same proportionate share of the common surplus unless otherwise provided in the By-laws.

4. There is filed simultaneously herewith the condominium plat for Phase III containing the survey (with surveyor's certificate as required by F.S. 718.104(e), plot plan and graphic description of the improvements, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them; and said survey, plot plan and graphic description of improvements are made a part hereof by reference thereto.

5. The principal improvements on the real property for Phase III consist of a three (3) story apartment building, identified as Building Number Three. In Building Three the first floor units will be numbered 31A, 32A, 33A and 34A; the second floor units will be numbered 31B, 32B, 33B and 34B; and the third floor units will be numbered 31C, 32C, 33C and 34C.

6. This Amendment to Declaration of Condominium is subject to the Declaration of Restrictions as recorded in O.R. Book 1665, Pages 4512-4520, and as amended in O.R. Book 1683, Pages 206-209, and as amended in O.R. Book 1749, Pages 450 thru 460 of the Public Records of Lee County, Florida.

7. The Developer expressly incorporates herein by reference all covenants and conditions of Articles I through XXVI inclusive, of the Declaration of Condominium, recorded in O.R. Book 1693, Pages 4770-4798, as amended in O.R. Book 1710, Pages 4736 thru 4738 of the Public Records of Lee County, Florida.

IN WITNESS WHEREOF, the Developer has executed this Amendment this 1ST day of Nov., 1984.

CLERK OF CIRCUIT COURT
Gloria F. Kurtz
Clerk ad interim
Nov 1 10 39 AM '84
RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED

Signed, sealed and delivered in the presence of:

Joann Hasbrouck
First Witness

Sandra Sue Brillhart
Second Witness

BURNT STORE MARINA, INC.

By: Paula F. McQueen
Vice President

Attest: Hugh W. Landis
Secretary

STATE OF FLORIDA)
: ss.:
COUNTY OF CHARLOTTE)

Before me, the undersigned authority, personally appeared Paula F. McQueen and Hugh W. Landis, as Vice President and Secretary, respectively of BURNT STORE MARINA, INC., to be known to be the persons who executed the foregoing instrument and they severally acknowledged before me that they executed the same freely and voluntarily for the uses and purposes set forth therein and as the act and deed of said corporation.

WITNESS my hand and seal at Punta Gorda, Charlotte County, Florida, this 1st day of November, 1984.

Sandra Sue Brillhart
NOTARY PUBLIC-STATE OF FLORIDA
(AFFIX SEAL)

MY COMMISSION EXPIRES:

Notary Public, State of Florida
My Commission Expires Oct. 8, 1987
Bonded Thru Troy Fain-Insurance, Inc.

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1895354

THIS INSTRUMENT PREPARED BY
R. C. Sifrit, Esq.
Farr, Farr, Haymans,Moseley,Emerich
and Sifrit
P.O. Box 2159
Port Charlotte, Florida 33952

FOURTH AMENDMENT TO

DECLARATION OF CONDOMINIUM

MARINA NORTH SHORE

ORF REC 1765 PG 390

WHEREAS, BURNT STORE MARINA, INC., a Florida Corporation, (hereafter called "Developer"), has recorded a Declaration of Condominium for MARINA NORTH SHORE, (hereafter called "Declaration"), dated October 17, 1983 and recorded in O.R. Book 1693, Pages 4770-4798, and as subsequently amended, all of the Public Records of Lee County, Florida; and

WHEREAS Articles III D of the Declaration provide that the Developer may amend the Declaration by adding Phase IV on the following described real property in Lee County, Florida, to-wit:

Phase IV of Marina North Shore Condominium more particularly described as follows:

A portion of Tract "C" of Punta Gorda Isles, Section 22, as recorded in Plat Book 28, Pages 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Commencing at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C", run North 59°55'05" West, 365.08 feet to the Point of Beginning; said Point of Beginning being also on the North line of said Tract "C"; thence from said Point of Beginning so fixed, South 39°00'39" East, 191.20 feet; thence South 01°57'05" West, 75 feet to a point lying 1 foot more or less North of an existing concrete seawall; said point being also on a circular curve with a center point bearing South 47°48'31" West with a radius of 855.97 feet; thence Northwesterly to the left along the arc of said curve thru a central angle of 07°11'45" for 107.50 feet to a point of tangency; thence North 49°23'14" West, parallel to and 1 foot North of said seawall, 10 feet; thence North 01°57'05" East, 195 feet; thence North 45°49'12" East, along a line radial to the next described curve, 96.69 feet to a point on a circular curve concave to the Northeast and having a radius of 1500 feet; thence Southeasterly along said curve to the left thru a central angle of 06°48'32" for 178.26 feet to the Point of Beginning all lying in Section 1, Township 43 South, Range 22 East, and containing 0.873 acres, more or less.

TOGETHER WITH: A non exclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East of lot line of the above mentioned Lot 2 for construction and maintenance drainage facilities, cable TV and utilities and ingress-egress.

AND: Subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southern most boundary described above as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

This legal description corrects several scrivener's errors in the legal description for Phase IV contained in the original Declaration. This is the correct legal description for Phase IV.

WHEREAS, the Developer has substantially completed the construction of one building on the above described land, containing a total of 12 apartments as outlined in the original Declaration and now desires to submit the above described real property in Phase IV to condominium ownership pursuant to Article III D of the Declaration; and

NOW THEREFORE pursuant to Article III D of the Declaration of MARINA NORTH SHORE and the Developer hereby amends the Declaration dated October 17, 1983 and recorded in

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: J. TURNER, D.C.

NOTE: THE CONDOMINIUM PLOT FOR PHASE IV HAS BEEN FILED IN CONDOMINIUM PLAT BOOK 12, PAGES 74 and 75, PUBLIC RECORDS OF LEE COUNTY, FLORIDA

O.R. Book 1693, Pages 4770-4798, and as subsequently amended in the Public Records of Lee County, Florida, for the purposes of adding Phase IV to this condominium so that the said Declaration be and it is hereby amended by adding thereto the following:

1. The legal description of the property submitted herewith as an addition to condominium ownership by this amendment to the Declaration is as follows:

Phase IV of Marina North Shore Condominium more particularly described as follows:

A portion of Tract "C" of Punta Gorda Isles, Section 22, as recorded in Plat Book 28, Pages 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Commencing at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C", run North 59°55'05" West, 365.08 feet to the Point of Beginning; said Point of Beginning being also on the North line of said Tract "C"; thence from said Point of Beginning so fixed, South 39°00'39" East, 191.20 feet; thence South 01°57'05" West, 75 feet to a point lying 1 foot more or less North of an existing concrete seawall; said point being also on a circular curve with a center point bearing South 47°48'31" West with a radius of 855.97 feet; thence Northwesterly to the left along the arc of said curve thru a central angle of 07°11'45" for 107.50 feet to a point of tangency; thence North 49°23'14" West, parallel to and 1 foot North of said seawall, 10 feet; thence North 01°57'05" East, 195 feet; thence North 45°49'12" East, along a line radial to the next described curve, 96.69 feet to a point on a circular curve concave to the Northeast and having a radius of 1500 feet; thence Southeasterly along said curve to the left thru a central angle of 06°48'32" for 178.26 feet to the Point of Beginning all lying in Section 1, Township 43 South, Range 22 East, and containing 0.873 acres, more or less.

TOGETHER WITH: A non exclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East of lot line of the above mentioned Lot 2 for construction and maintenance drainage facilities, cable TV and utilities and ingress-egress.

AND: Subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southern most boundary described above as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

This legal description corrects several scrivener's errors in the legal description for Phase IV contained in the original Declaration. This is the correct legal description for Phase IV.

2. The Developer hereby declares that the above described real property is condominium property as part of MARINA NORTH SHORE CONDOMINIUM, and the Developer hereby submits this property to condominium ownership pursuant to Chapter 718, Florida Statutes, the condominium act, upon terms, conditions, restrictions, reservations and limitations as set forth in this amendment and in the previously recorded Declaration.

3. The Developer hereby declares pursuant to the Declaration that the unit owners of MARINA NORTH SHORE CONDOMINIUM, Phases I, II, III and IV shall own as an appurtenance to each condominium unit an undivided one forty-eighth (1/48th) interest in the common elements of the real property heretofore and herewith submitted to condominium ownership and described as Phases I, II, III and IV of the Declaration, the land being more particularly described in Articles III A, III B, III C and III D of the Declaration and this amendment. Each apartment owner shall pay a 1/48th share of the

common expenses and be entitled to own the same proportionate share of the common surplus unless otherwise provided in the By-laws.

4. There is filed simultaneously herewith the condominium plat for Phase IV containing the survey (with surveyors certificate as required by Florida Statutes 718.104(3)), plot plan and graphic description of the improvements, showning the units, common elements, and limited common elements, their location, and approximate dimensions in sufficient detail to identify them; and said survey, plot plan and graphic description of improvements are made a part hereof by reference thereto.

5. The principal improvements on the real property for Phase IV consist of a three (3) story apartment building, identified as Building Number Four. In Building Four the first floor units will be numbered 41A, 42A, 43A and 44A; the second floor units will be numbered 41B, 42B, 43B and 44B; the third floor units will be numbered 41C, 42C, 43C and 44C.

6. This amendment to Declaration to Condominium is subject to the Declaration of Restrictions as recorded in O.R. Book 1665, Pages 4512-4520, and as amended in O.R. Book 1683, Pages 206-209, of the Public Records of Lee County, Florida.

7. The Developer expressly incorporates herein by reference all covenants and conditions of Articles I through XXVI inclusive, of the Declaration of Condominium, recorded in O.R. Book 1693, Pages 4770-4798, as amended in O.R. Book 1710, Pages 4736 through 4738, and as amended in O.R. Book 1749, Pages 450-460, and as amended in O.R. Book 1753, Pages 290-292, all of the Public Records of Lee County, Florida.

IN WITNESS WHEREOF, the Developer has executed this Amendment this 22nd day of January, 1985.

Signed, sealed and delivered in the presence of:

CLERK OF CIRCUIT COURT
Charlie Green
Clerk

BURNT STORE MARINA, INC.

Leanne Hamel
First Witness

BY: Paula F. McQueen
Vice President

Jeffery F. Soule
Second Witness

JAN 24 11 17 AM '85

Attest: Hugh W. Cowles
Secretary

RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED

STATE OF FLORIDA

COUNTY OF CHARLOTTE

Before me, the undersigned authority, personally appeared Paula F. McQueen and Hugh W. Cowles as Vice President and Secretary respectively of BURNT STORE MARINA, INC., to me known to be the persons who executed the foregoing instrument and they severally acknowledged before me that they executed the same freely and voluntarily for the uses and purposes set forth therein and as the act and deed of said corporation.

WITNESS my hand and seal at Punta Gorda, Charlotte County, Florida, this 22 day of January, 1985.

Leanne Hamel
NOTARY PUBLIC-STATE OF FLORIDA
(AFFIX SEAL)

My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 10, 1987
Bonded Thru Troy Fain - Insurance, Inc.

1918900

This instrument was pre
ROBERT C. SIFRIT,
FARR, FARR, HAYMANS, MOSELEY
ATTORNEYS AT LA
A PARTNERSHIP OF PROFESSIONAL
P. O. BOX 2159
PORT CHARLOTTE, FLOR

FIFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
MARINA NORTH SHORE CONDOMINIUM

RECORD VERIFIED - CHARLIE GREEN CLERK
BY: G SHERWOOD D.C.

NOTE: THE OVERALL PLAT OF MARINA NORTH SHORE CONDOMINIUM HAS BEEN FILED IN CONDOMINIUM PLAT BOOK 10, PAGES 116-117, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

WHEREAS, BURNT STORE MARINA, INC., the Developer has recor Declaration of Condominium for MARINA NORTH SHORE CONDOMI hereinafter the "Declaration" on October 17, 1983, in O.R. Book Pages 4770 thru 4798, Public Records of Lee County, Florida, and Declaration was subsequently amended, the said amendments having duly recorded in the Public Records of Lee County, Florida; and

WHEREAS, Article VIII of the Declaration provides tha Declaration may be amended by not less than two-thirds (2/3) o entire membership of the Board of Directors and by not less two-thirds (2/3) of the votes of the entire membership of the A iation; or by not less than seventy percent (70%) of the votes o entire membership of the association; and

WHEREAS, the original Declaration of Condominium cont scriveners errors as to the legal descriptions of the entire parc described in Article III, and as to each phase (Phases I through I described in Article III-A through Article III-I; and

WHEREAS, Phases I, II and III of Marina North Shore Condor have been submitted to condominium ownership with incorrect descriptions; and

WHEREAS, the following amendments correcting the lega scriptions were duly adopted by 83 % of the record unit owner's condominium units and all of the Board of Directors at a special m of the Condominium Association which was held on the 11th d March , 1985; and

WHEREAS, all the affected owners of mortgages have consen the modifications of the legal descriptions being made in the o legal description and the legal descriptions of Phases I through Marina North Shore Condominium by the following amendments and evidenced that consent by executing this Fifth Amendment to Decla of Marina North Shore Condominium; and

Now therefore, pursuant to Article VIII of the Declar the membership of the Marina North Shore Condominium Association amends the Declaration as recorded on October 17, 1983, in O.R. 1693, Pages 4770 thru 4798, in the Public Records of Lee County, F

which Declaration was subsequently amended, the said amendments having been duly recorded in the Public Records of Lee County, Florida, as follows:

1. ARTICLE III IS AMENDED TO READ AS FOLLOWS:

The correct land description of the Condominium project is as follows:

A portion of Tract "C" of Punta Gorda Isles, Section 22 as recorded in Plat Book 28, Page 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Beginning at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C", said corner also being on a circular curve concave Northeasterly having as elements, a central angle of 04°26'16", a radius of 1,000.00 feet and a chord bearing of South 72°24'50" East; thence Southeasterly along said curve and said North line of Tract "C", a distance of 77.45 feet; thence South 01°57'05" West, a distance of 208.02 feet to a point lying 1 foot more or less North of an existing concrete seawall; thence along a line parallel to and 1 foot Northerly of said seawall the following eight courses; North 88°02'55" West, a distance of 323.67 feet to the point of curvature of a circular curve concave Northeasterly having as elements, a central angle of 50°42'10" and a radius of 89.04 feet; thence Northwesterly along said curve a distance of 78.79 feet; thence North 37°20'45" West, a distance of 112.13 feet to the point of curvature of a circular curve concave Southwesterly having as elements, a central angle of 12°02'29", and a radius of 855.97 feet; thence Northwesterly along said curve a distance of 179.89 feet; thence North 49°23'14" West, a distance of 129.86 feet to the point of curvature of a circular curve concave Southwesterly having as elements, a central angle of 12°31'26", and a radius of 851.80 feet; thence Northwesterly along said curve a distance of 186.19 feet; thence North 61°54'40" West, a distance of 102.91 feet to the point of curvature of a circular curve concave Southerly having as elements, a central angle of 50°57'29" and a radius of 387.94 feet; thence North 13°30'30" West a distance of 24.39 feet; thence South 54°53'08" West, a distance of 129.00 feet; thence North 39°46'07" West, a distance of 38.17 feet; thence North 00°15'04" East, a distance of 195.02 feet; thence North 54°47'35" East, a distance of 76.20 feet to a point lying on the Northerly line of said Tract "C" said point also lying on a circular curve concave Northerly having as elements, a central angle of 150°36'34", a radius of 65.00 feet and a chord bearing of North 74°22'24" East; thence Southeasterly, Easterly and Northeasterly along said curve a distance of 170.86 feet to the point of reverse curvature of a circular curve concave Easterly having as elements, a central angle of 31°57'08" and a radius of 100.00 feet; thence Northeasterly along said curve a distance of 55.77 feet to a point lying on a circular curve concave Northerly having as elements, a central angle of 45°50'12", a radius of 200.00 feet and chord bearing of South 81°53'50" East; thence Easterly along said curve a distance of 160.00 feet to the point of reverse curvature of circular curve concave Southerly having as elements a central angle of 67°00'01" and a radius of 400.00 feet; thence Easterly and Southeasterly along said curve a distance of 467.75 feet to the point of reverse curvature curve concave Northeasterly having as elements, a central angle of 16°48'25" and a radius of 1500.00 feet; thence Southeasterly along said curve a distance of 440.00 feet to the point of compound curvature of a circular curve concave Northeasterly having as elements, a central angle of 15°34'18" and a radius of 1000.00 feet; thence Southeasterly along said curve a distance of 271.78 feet to the Point of Beginning, all lying in Section 1, Township 43 South, Range 22 East, containing 9.53 acres, more or less.

TOGETHER WITH: A non exclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities, cable TV, utilities and ingress/egress.

AND: Subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southern-most boundary described as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

2. ARTICLE III, PARAGRAPHS A THROUGH C, INCLUSIVE, CONTAINING THE LEGAL DESCRIPTIONS OF PHASES I THROUGH III PREVIOUSLY SUBMITTED TO CONDOMINIUM OWNERSHIP, ARE HEREBY COLLECTIVELY AMENDED TO READ AS FOLLOWS:

A, B and C. Phase I, Phase II and Phase III. The legal description of the real property included in Phases I, II and III, and previously submitted to condominium ownership, be submitted herewith to condominium ownership is as follows:

A portion of Tract "C" of Punta Gorda Isles, Section 22, as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Beginning at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C", said corner also being on a circular curve concave Northeasterly having as elements, a central angle of 04°26'16", a radius of 1,000.00 feet and a chord bearing of South 72°24'50" East; thence Southeasterly along said curve and said North line of Tract "C", a distance of 77.45 feet; thence South 01°57'05" West, a distance of 208.02 feet to a point lying 1 foot more or less North of an existing concrete seawall; thence along a line parallel to and 1 foot Northerly of said seawall the following four courses; North 88°02'55" West, a distance of 323.67 feet to the point of curvature of a circular curve concave Northeasterly having as elements, a central angle of 50°42'10", and a radius of 89.04 feet; thence Northwesterly along said curve a distance of 78.79 feet; thence North 37°20'45" West, a distance of 112.13 feet to the point of curvature of a circular curve concave Southwesterly having as elements, a central angle of 04°50'44", and a radius of 855.97 feet; thence Northwesterly along said curve a distance of 72.39 feet; thence North 01°57'05" East, a distance of 75.00 feet; thence North 39°00'39" East, a distance of 191.20 feet to a point on the Northeasterly line of said Tract "C"; said point being on a circular curve concave Northeasterly having as elements, a central angle of 03°38'03", a radius of 1,500.00 feet, and a chord bearing of South 52°48'22" East; thence Southeasterly along said curve and said North line of Tract "C", a distance of 95.14 feet to the point of compound curvature of a circular curve concave Northeasterly having as elements, a central angle of 15°34'18", a radius of 1,000.00 feet and a chord bearing of South 62°24'33" East; thence Southeasterly along said curve and said North line of Tract "C", a distance of 271.78 feet to the Point of Beginning. All lying in Section 1, Township 43 South, Range 22 East, and containing 3.169 Acres, more or less.

TOGETHER WITH: A non exclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities, cable TV, utilities and ingress/egress.

AND: Subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southern-most boundary described above as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

3. ARTICLE III, PARAGRAPH D, IS AMENDED TO READ AS FOLLOWS:

D. Phase IV. The legal description of the real property included in Phase IV, and submitted herewith to condominium ownership is as follows:

A portion of Tract "C" of Punta Gorda Isles, Section 22, as recorded in Plat Book 28, Pages 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Commencing at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C", run North 59°55'05" West, 365.08 feet to the Point of Beginning; said Point of Beginning being also on the North line of said Tract "C"; thence from said Point of Beginning so fixed, South 39°00'39" East, 191.20 feet; thence South 01°57'05" West, 75 feet to a point lying 1 foot more or less North of an existing concrete seawall; said point being also on a circular curve with a center point bearing South 47°48'31" West with a radius of 855.97 feet; thence Northwesterly to the left along the arc of said curve thru a central angle of

OR 1174 PG 2220

07°11'45" for 107.50 feet to a point of tangency; thence North 49°23'14" West, parallel to and 1 foot North of said seawall, 10 feet; thence North 01°57'05" East, 195 feet; thence North 45°49'12" East, along a line radial to the next described curve, 96.69 feet to a point on a circular curve concave to the Northeast and having a radius of 1500 feet; thence Southeasterly along said curve to the left thru a central angle of 06°48'32" for 178.26 feet to the Point of Beginning all lying in Section 1, Township 43 South, Range 22 East, and containing 0.873 acres, more or less.

TOGETHER WITH: A non exclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East of lot line of the above mentioned Lot 2 for construction and maintenance drainage facilities, cable TV and utilities and ingress-egress.

AND: Subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southern most boundary described above as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

4. ARTICLE III, PARAGRAPH E, IS AMENDED TO READ AS FOLLOWS:

E. Phase V. The Developer reserves the right to amend the condominium declaration by adding Phase V. such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Lee County, Florida, an instrument in writing which amend the condominium declaration by adding Phase V. The legal description of the real property which the Developer contemplates will be included as Phase V is as follows:

A portion of Tract "C" of Punta Gorda Isles, Section 22, as recorded in Plat Book 28, Pages 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Commencing at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C"; along said Northerly line of Tract "C" the following two courses; said Southeast corner being a point on a circular curve concave Northeasterly having as elements, a central angle of 15°34'18", a radius of 1000.00 feet and a chord bearing of North 62°24'33" West; thence along said curve a distance of 271.78 feet to the point of compound curvature of a circular curve concave Northeasterly having as elements, a central angle of 10°26'35" and a radius of 1500.00 feet; thence Northwesterly along said curve a distance of 273.40 feet to the Point of Beginning; thence South 45°49'12" West, a distance of 96.69 feet; thence South 01°57'05" West, a distance of 195.00 feet to a point lying 1 foot more or less North of an existing concrete seawall; thence along a line parallel to and 1 foot Northerly of said seawall the following two courses; North 49°23'14" West, a distance of 119.86 feet to the point of curvature of a circular curve concave Southwesterly having as elements, a central angle of 07°48'55", and a radius of 851.80 feet; thence Northwesterly along said curve a distance of 116.19 feet; thence North 00°15'04" East, a distance of 100.00 feet; thence North 51°33'04" East, a distance of 205.06 feet to a point on the Northeasterly line of said Tract "C"; said point being on a circular curve concave Northeasterly having as elements, a central angle of 05°43'53", a radius of 1500.00 feet, and a chord bearing of South 41°18'52" East; thence Southeasterly along said curve and said North line of Tract "C", a distance of 150.04 feet to the Point of Beginning. All lying in Section 1, Township 43 South, Range 22 East, and containing 1.164 Acres, more or less.

TOGETHER WITH: A non exclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities, cable TV, utilities and ingress/egress.

AND: Subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southern most boundary described above as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

5. ARTICLE III, PARAGRAPH F, IS AMENDED TO READ AS FOLLOWS:

F. Phase VI. The Developer reserves the right to amend the condominium declaration by adding Phase VI. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced

by recording in the Public Records of Lee County, Florida, an instrument in writing which amend the condominium declaration by adding Phase VI. The legal description of the real property which the Developer contemplates will be included in Phase VI is as follows:

A portion of Tract "C" of Punta Gorda Isles, Section 22, as recorded in Plat Book 28, Page 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Commencing at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C"; thence along said Northerly line of Tract "C" the following two courses; said Southeast corner being a point on a circular curve concave Northeasterly having as elements, a central angle of 15°34'18", a radius of 100.00 feet and a chord bearing of North 62°24'33" West; thence along said curve a distance of 271.78 feet to the point of compound curvature of a circular curve concave Northeasterly having as elements, a central angle of 16°10'28", and a radius of 1500.00 feet; thence Northwesterly along said curve, a distance of 423.44 feet to the Point of Beginning; thence South 51°33'04" West, a distance of 205.06 feet; thence South 00°15'04" West, a distance of 100.00 feet; to a point lying 1 foot more or less North of an existing concrete seawall, said point lying on a circular curve concave Southwesterly having as elements, a central angle of 04°42'31", a radius of 851.80 feet and a chord bearing of North 59°33'24" West; thence Northwesterly, parallel to and 1 foot Northeasterly of said seawall, and along said curve a distance of 70.00 feet; thence North 61°54'40" West, parallel to and 1 foot Northeasterly of said seawall, a distance of 25.00 feet; thence North 00°15'04" East, a distance of 200.00 feet; thence North 18°22'21" East, a distance of 134.53 feet to a point lying on the Northerly line of said Tract "C", said point also lying on a circular curve concave Southwesterly having as elements, a central angle of 33°48'44", a radius of 400.00 feet and a chord bearing of South 54°43'17" East; thence Southeasterly along said curve and along said Northerly line a distance of 236.05 feet to the point of reverse curvature of a circular curve concave Northeasterly having as elements, a central angle of 00°37'57", and a radius of 1500.00 feet; thence Southeasterly along said curve, a distance of 16.56 feet to the Point of Beginning, all lying in Section 1, Township 43 South, Range 22 East, and containing 1.114 acres, more or less.

TOGETHER WITH: A non exclusive 50 feet easement lying immediately Est of, adjacent to, and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities, cable TV and utilities and ingress/egress.

AND: Subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southern most boundary described above as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

6. ARTICLE III, PARAGRAPH G, IS AMENDED TO READ AS FOLLOWS:

G. Phase VII. The Developer reserves the right to amend the condominium declaration by adding Phase VII. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Lee County, Florida, an instrument in writing which amend the condominium declaration by adding Phase VII. The legal description of the real property which the Developer contemplates will be included in Phase VII is as follows:

A portion of Tract "C" of Punta Gorda Isles, Section 22, as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Commencing at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C"; thence along said Northerly line of Tract "C" the following three courses; said Southeast corner being a point on a circular curve concave Northeasterly having as elements, a central angle of 15°34'18", a radius of 100.00 feet and a chord bearing of North 62°24'33" West; thence along said curve a distance of 271.78 feet to the point of compound curvature of a circular curve concave Northeasterly having as elements, a central angle of 16°48'25" and a radius of 1500.00 feet; thence Northwesterly along said curve a distance of 440.00 feet to the point of reverse curvature of a circular curve concave Southwesterly

REC 1174pg2131

having as elements, a central angle of 33°48'44", and a radius of 400.00 feet; thence Northwesterly along said curve, a distance of 236.05 feet to the Point of Beginning; thence South 18°22'21" West, a distance of 134.53 feet; thence South 00°15'04" West, a distance of 200.00 feet to a point lying 1 foot more or less North of an existing concrete seawall; thence along a line parallel to and 1 foot Northerly of said seawall the following two courses; North 61°54'40" West, a distance of 77.91 feet to the point of curvature of a circular curve concave Southwesterly having as elements, a central angle of 17°43'22", and a radius of 387.94 feet; thence Northwesterly along said curve a distance of 120.00 feet; thence North 00°15'04" East, a distance of 105.00 feet; thence North 18°37'50" West, a distance of 155.28 feet to a point on the Northerly line of said Tract "C"; said point being on a circular curve concave Northerly having as elements a central angle of 13°14'37", a radius of 200.00 feet, and a chord bearing of North 81°48'22" East; thence Easterly along said curve and said North line of Tract "C", a distance of 46.23 feet to the point of reverse curvature of a circular curve concave Southerly having as elements, a central angle of 33°11'17", and a radius of 400.00 feet; thence Easterly along said curve, a distance of 231.70 feet to the Point of Beginning. All lying in Section 1, Township 43 South, Range 22 East, and containing 1.410 acres, more or less.

TOGETHER WITH: A non exclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities, cable TV, utilities and ingress/egress.

AND: Subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southern most boundary described above as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

7. ARTICLE III, PARAGRAPH H, IS AMENDED TO READ AS FOLLOWS:

H. Phase VIII. The Developer reserves the right to amend the condominium declaration by adding Phase VIII. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Lee County, Florida, an instrument in writing which amend the condominium declaration by adding Phase VIII. The legal description of the real property which the Developer contemplates will be included in Phase VIII is as follows:

A portion of Tract "C" of Punta Gorda Isles, Section 22 as recorded in Plat Book 28, Page 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Commencing at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C"; thence along said Northerly line of Tract "C" the following four courses; said Southeast corner being a point on a circular curve concave Northeasterly having as elements, a central angle of 15°34'18", a radius of 100.00 feet and a chord bearing of North 62°24'33" West; thence along said curve a distance of 271.78 feet to the point of compound curvature of a circular curve concave Northeasterly having as elements, a central angle of 16°48'25" and a radius of 1500.00 feet; thence Northwesterly along said curve a distance of 440.00 feet to the point of reverse curvature of a circular curve concave Southwesterly having as elements, a central angle of 67°00'01", and a radius of 400.00 feet; thence Northwesterly, Westerly and Southwesterly along said curve, a distance of 467.75 feet to the point of reverse curvature of a circular curve concave Northerly having as elements, a central angle of 13°14'37" and a radius of 200.00 feet; thence Westerly along said curve, a distance of 46.23 feet to the Point of Beginning; thence South 18°37'50" East, a distance of 155.28 feet; thence South 00°15'04" West, a distance of 105.00 feet to a point lying 1 foot more or less North of an existing concrete seawall. Said point lying on a circular curve concave Southerly having as elements, a central angle of 29°32'35", a radius of 387.94 feet, and a chord bearing of South 85°35'41" West; thence Westerly, parallel to and 1 foot Northerly of said seawall and along said curve, a distance of 200.03 feet; thence North 00°15'04" East, a distance of 190.37 feet to a point lying on the Northerly line of said Tract "C" said point also lying on a circular curve concave Northwesterly having as elements, a central angle of 52°17'58", a radius of 65.00 feet and a chord bearing of North 25°13'06" East; thence Northeasterly along said curve a distance of 59.33 feet to the point of reverse curvature of a circular curve

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concave Easterly having as elements, a central angle of 31°57'08" and a radius of 100.00 feet; thence Northeasterly along said curve, a distance of 55.77 feet to a point lying on a circular curve concave Northerly having as elements a central angle of 32°35'35", a radius of 200.00 feet and a chord bearing of South 75°16'32" East; thence Easterly along said curve, a distance of 113.77 feet to the Point of Beginning, all lying in Section 1, Township 43 South, Range 22 East, containing 1.044 acres, more or less.

TOGETHER WITH: A non exclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities, cable TV, utilities and ingress/egress.

AND: Subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southern most boundary described above as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

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8. ARTICLE III, PARAGRAPH I, IS AMENDED TO READ AS FOLLOWS:

I. Phase IX. The Developer reserves the right to amend the condominium declaration by Adding Phase IX. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Lee County, Florida, an instrument in writing which amend the condominium declaration by adding Phase IX. The legal description of the real property which the Developer contemplates will be included in Phase IX is as follows:

A portion of Tract "C" of Punta Gorda Isles, Section 22, as recorded in Plat Book 28, Pages 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Commencing at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C"; thence along said Northerly line of Tract "C" the following four courses; said Southeast corner being a point on a circular curve concave Northeasterly having as elements, a central angle of 15°34'18", a radius of 100.00 feet and a chord bearing of North 62°24'33" West; thence along said curve a distance of 271.78 feet to the point of compound curvature of a circular curve concave Northeasterly having as elements, a central angle of 16°48'25" and a radius of 1500.00 feet; thence Northwesterly along said curve a distance of 440.00 feet to the point of reverse curvature of a circular curve concave Southwesterly having as elements, a central angle of 45°50'12" and a radius of 200.00 feet; thence Westerly along said curve, a distance of 160.00 feet to a point lying on a curve concave Easterly having as elements, a central angle of 31°57'08", a radius of 100.00 feet and a chord bearing of South 15°02'41" West, thence Southerly along said curve, a distance of 55.77 feet to the point of reverse curvature of a circular curve concave Northwesterly having as elements, a central angle of 52°17'58" and a radius of 65.00 feet to the Point of Beginning; thence South 00°15'04" West, a distance of 190.37 feet to a point lying 1 foot more or less North of an existing concrete seawall, said point lying on a circular curve concave Southeasterly having as elements, a central angle of 03°41'32", a radius of 387.94 feet and a chord bearing of South 68°58'38" West; thence Westerly, parallel to and 1 foot Northerly of said seawall, and along said curve a distance of 25.00 feet; thence North 13°30'30" West, a distance of 24.39 feet; thence South 54°53'08" West, a distance of 129.00 feet; thence North 39°46'07" West, a distance of 38.17 feet; thence North 00°15'04" East, a distance of 195.02 feet; thence North 54°47'35" East, a distance of 76.20 feet to a point lying on the Northerly line of said Tract "C" said point also lying on a circular curve concave Northerly having as elements a central angle of 98°18'36", a radius of 65.00 feet and a chord bearing of South 79°28'37" East; thence Southeasterly, Easterly and Northeasterly along said curve, a distance of 111.53 feet to the Point of Beginning, all lying in Section 1, Township 43 South, Range 22 East, containing 0.756 acres, more or less.

TOGETHER WITH: A non exclusive 50 feet easement lying immediately East of, adjacent to and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities, cable TV, utilities and ingress/egress.

AND: Subject to a 24 feet wide easement lying Northerly of, contiguous to

and parallel with the Southern most boundary described above as recorded in O.R. Book 1537, Pages 226 of the Public Records of Lee County, Florida.

The legal descriptions in Paragraphs 1 through 8 above supersede all legal descriptions previously recorded in the Declaration of Condominium of Marina North Shore Condominium recorded in O.R. Book 1693, Pages 4770 thru 4798, as amended in O.R. Book 1710, Pages 4736 thru 4738, and as amended in O.R. Book 1753, Pages 290 thru 292, all of the Public Records of Lee County, Florida.

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There is filed simultaneously herewith the corrected condominium plat for Phases I thru IX containing the survey (with surveyor's certificate as required by Florida Statutes 718.104(e), plot plan and graphic description of the improvements, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them; and said survey, plot plan and graphic description of improvements are made a part hereof by reference thereto.

The condominium plat and legal descriptions of the condominium plat filed simultaneously herewith as Marina North Shore Condominium in Condominium Plat Book 10, Pages 116-117, Public Records of Lee County, Florida, supersedes the legal descriptions and the plats of Marina North Shore Condominium, Phase I, recorded in Condominium Plat Book 8, Pages 257 and 258, Phase II, recorded in Condominium Plat Book 9, Pages 1 and 2, Phase III, recorded in Condominium Plat Book 10, Pages 42 and 43, Public Records, Lee County, Florida.

There is expressly incorporated herein by reference all covenants and conditions of Articles I thru XXVI not inconsistent with the above amendments of the Declaration of Condominium of MARINA NORTH SHORE CONDOMINIUM, Recorded in O.R. Book 1693, Pages 4770 thru 4798, as amended, all of the Public Records of Lee County, Florida

It is the intention of Developer to amend and reform all prior conveyances to its grantees, their successors and assigns, of condominium units in Marina North Shore, so that the description of the units and all appurtenances thereto acquired by such grantees will conform to and coincide with the description of the units with all appurtenances as described and contained in this amended declaration and the corrected and

amended plat of Marina North Shore so that each grantee, his successors and assigns, shall acquire and shall own the unit and appurtenances thereto, including an undivided share of the common elements, in accordance with the amended plat and declaration thereof. To that end, Developer hereby sells, assigns, conveys and transfers to each grantee, his successors and assigns, who heretofore acquire from Developer, as grantor, a condominium unit, with appurtenances thereto, in Phases I, II and III of Marina North Shore the interest in the land described in this amendment pertaining to Phases I, II and III, necessary to accomplish Developer's intent as set forth herein, together with an interest in the common elements in subsequent Phases which said grantees may acquire if Developer elects to develop and dedicate to condominium ownership subsequent Phases, the interest in the common elements of each grantee being more particularly defined in the declaration.

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IN WITNESS WHEREOF, the Developer, BURNT STORE MARINA, INC., the Officers and Directors of the Association and all affected owners of mortgages have executed this Fifth Amendment to Declaration, this 22nd day of February 1985.

BURNT STORE MARINA, INC.
"Developer"

By: Paula F. McQueen
PAULA F. McQUEEN, Vice President

Betty M. Cunningham
First Witness

Linda Frantz
Second Witness

STATE OF FLORIDA
COUNTY OF CHARLOTTE

Before me, the undersigned authority, personally appeared PAULA F. McQUEEN, as Vice President of BURNT STORE MARINA, INC., Developer, to me known to be the person who executed the foregoing Fifth Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and she severally acknowledged before me that she executed the same freely and voluntarily for the uses and purposes therein set forth and as the act and deed of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 22nd day of February, 1985.

Heidi E. Watts
Notary Public-State of Florida
(AFFIX SEAL)

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Nov. 3, 1985
Bonded Thru Troy Fain Insurance, Inc.

MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

First Witness as to Osborne

Second Witness

By: _____
WILLIAM H. OSBORNE, President & Director
(Corporate Seal)

First Witness as to Hadsell

Second Witness

By: _____
LEANNE HADSELL, Secretary & Director
(Corporate Seal)

First Witness as to Lorah

Second Witness

BY: _____
GEOFFRY LORAH, Treasurer & Director
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF CHARLOTTE

Before me, the undersigned authority, personally appeared WILLIAM H. OSBORNE, as President, and LEANNE HADSELL, as Secretary and GEOFFRY LORAH, as Treasurer, of MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC., to me known to be the persons who executed the foregoing Fifth Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and they severally acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein set forth and as the act and deed of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 25th day of February, 1985.

Notary Public - State of Florida
(AFFIX SEAL)

My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 19, 1988
Bonded Thru Troy Fain - Insurance, Inc.

OFF REC 1774 PG 2036

AMERIFIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION, Mortgagee

BY: M. F. Morrell
Marta F. Morrell, Vice President

OFF REC 1174 PG 2037

Donna J. Mallon
First Witness

N. Cannia
Second Witness

STATE OF FLORIDA
COUNTY OF LEE

Before me, the undersigned authority, personally appeared Marta F. Morrell, as Vice President, of AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, to me known to be the person who executed the foregoing Fifth Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and he severally acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein set forth as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of March, 1985.

Desiree M. Meyer
Notary Public-State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 19 1985
BONDED THRU GENERAL INS. UNDERWRITERS

(AFFIX SEAL)

FIRST CITIZENS SERVICE CORPORATION, Mortgagee

BY: _____

First Witness

Second Witness

OFF REC 1114 PG 2038

STATE OF FLORIDA
COUNTY OF CHARLOTTE

Before me, the undersigned authority, personally appeared H. James Sylak, as Vice President, of FIRST CITIZENS SERVICE CORPORATION, to me known to be the person who executed the foregoing Fifth Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and he severally acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein set forth as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of March, 1985.

Notary Public-State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My commission expires July 9, 1985

(AFFIX SEAL)

FLORIDA FEDERAL SAVINGS & LOAN ASSOCIATION, Mortgagee

OFF REC 1174 PG 2039

× Dinah H. Bennett
First Witness

BY: Margaret A. McCue
Asst Vice President

× M Patricia Schwarz
Second Witness

ATTEST: _____

STATE OF FLORIDA
COUNTY OF CHARLOTTE

Before me, the undersigned authority, personally appeared MARGARET A. McCUE and _____, as OFFICER and _____, respectively, of FLORIDA FEDERAL SAVINGS & LOAN ASSOCIATION, to me known to be the persons who executed the foregoing Fifth Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and they severally acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein set forth as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of MARCH, 1985.

Catherine A. Schield
Notary Public-State of Florida

My Commission Expires: Notary Public, State of Florida at Large My Commission Expires Feb. 21, 1989 BONDED THRU AGENT'S NOTARY BROKERAGE

(AFFIX SEAL)

CATHERINE A. SCHIELD NOTARY PUBLIC STATE OF FLORIDA

SUN BANK AND TRUST/CHARLOTTE COUNTY, N.A., Mortgagee

BY: _____

ATTEST: _____

First Witness

Second Witness

STATE OF FLORIDA
COUNTY OF CHARLOTTE

Before me, the undersigned authority, personally appeared _____ Joyce Kelly and Lane Diedrick, as Vice President and Vice President, respectively, of SUN BANK AND TRUST/CHARLOTTE COUNTY, N.A., to me known to be the persons who executed the foregoing Fifth Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and they severally acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein set forth as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of February, 1985.

Notary Public-State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV. 8,1988
BONDED THRU GENERAL INS. UND.

(AFFIX SEAL)

REC 1174 PG 2010 OFF

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF CHARLOTTE COUNTY,
Mortgagee

BY: W. R. Shakeshaft

Mary A. Paul
First Witness

Rose Marie Nelson
Second Witness

STATE OF FLORIDA
COUNTY OF CHARLOTTE

OFF REC 1174 PG 2011

Before me, the undersigned authority, personally appeared W. R. Shakeshaft, as Vice President, of FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF CHARLOTTE COUNTY, to me known to be the person who executed the foregoing Fifth Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and he severally acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein set forth as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of March, 1985.

Mary A. Paul
Notary Public-State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 2,1988
BONDED THRU GENERAL INS. UND.

(AFFIX SEAL)

MAGNET MORTGAGE, INC.

BY: Douglas R. Miller
Vice President

Rebecca S. Miller
First Witness

Brenda J. Overstreet
Second Witness

OFF REC 1174 PG 2042

STATE OF WEST VIRGINIA
COUNTY OF Kanawha

Before me, the undersigned authority, personally appeared Douglas R. Miller, as Vice President of MAGNET MORTGAGE, INC., to me known to be the person who executed the foregoing Fifth Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and he severally acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein set forth as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of March, 1985.

Notary Public-State of West Virginia

My Commission Expires:
8/30/89

(AFFIX SEAL)

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
MELEA H. BROTHERTON
1222 Mt. Vernon Road
Charleston, WV 25314
MY COMMISSION EXPIRES 8-30-89

GULF COAST CREDIT CORPORATION

BY: Paula F. McQueen
V Pres

Betty M. Cunningham
First Witness

Susan E. Maietta
Second Witness

OFF REC 1174 PG 2013

STATE OF FLORIDA
COUNTY OF CHARLOTTE

Before me, the undersigned authority, personally appeared Paula F. McQueen, as Vice President of GULF COAST CREDIT CORPORATION, to me known to be the person who executed the foregoing Fifth Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and he severally acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein set forth as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of February, 1985.

Susan E. Maietta
Notary Public-State of Florida

My Commission Expires:

Notary Public, State of Florida
My Commission Expires June 23, 1988
Bonded Thru Troy Fain Insurance, Inc.

(AFFIX SEAL)

FIRST PRESIDENTIAL SAVINGS & LOAN
ASSOCIATION OF FLORIDA, Mortgagee

Joan H. Peterson
First Witness

By: Willard C. Doe
Willard C. Doe, Sr. Vice President

Marie D'Amore
Second Witness

OFF REC 1174 PG 2014

STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, the undersigned authority, personally appeared Willard C. Doe, as Senior Vice President, of FIRST PRESIDENTIAL SAVINGS & LOAN ASSOCIATION OF FLORIDA, to me known to be the person who executed the foregoing Fifth Amendment to Declaration of MARINA NORTH SHORE CONDOMINIUM, and he acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein set forth as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of March, 1985.

Marie D'Amore
Notary Public-State of Florida

(AFFIX SEAL)

My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires June 3, 1988
Bonded by U.S Fire Insurance Co

Mar 22 11 36 AM '85
RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED

THIS INSTRUMENT WAS PREPARED BY:
Robert C. Sifrit, Esq.
Farr, Farr, Haymans, Moseley,
Emerich & Sifrit
166 N Tamiami Trail
Port Charlotte, Florida 33952

OFF REC 1710 PG 4736

AMENDMENT TO

DECLARATION OF CONDOMINIUM

MARINA NORTH SHORE

1764167

WHEREAS, BURNT STORE MARINA, INC., a Florida Corporation, (hereafter called "Developer"), has recorded a Declaration of Condominium for MARINA NORTH SHORE, (hereafter called "Declaration"), dated October 17, 1983 and recorded in O.R. Book 1693, Pages 4770-4798, Public Records of Lee County, Florida; and

WHEREAS Article III B of the Declaration provides that the Developer may amend the Declaration by adding Phase II on the following described real property in Lee County, Florida, to-wit:

A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the S.E. Corner of Lot 2, Block 1011 of said Section 22, said S.E. Corner also lying on the North line of Tract "C" run Southeasterly along the said North line, through a curve concave to the Northeast having a radius of 1000.00 feet, a central angle of 04°48'46" and a chord bearing of S72°36'03"E; thence run along said curve 84.00 feet; thence S 00°29'15"W 45 feet: To The Point of Beginning: thence continue S 00°29'15"W, 169.04 feet to a point lying 1 foot more or less North of an existing concrete seawall; thence run along a line parallel to and 1 foot North of said seawall N 89°30'45"W 202.00 feet to the Point of Departure from said 1 foot adjacent to the existing seawall; thence N 00°29'15"E, 116.00 feet: thence N 34°53'10"E, 65.49 feet: thence S 89°30'45"E, 165.00 feet to the Point of Beginning. All lying in Section 1, Township 43 South, Range 22 East and Containing 0.76 acres more or less:

Together with a non exclusive 50 foot easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East Lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities and utilities and ingress-egress. And

Subject to a 24 foot wide easement lying Northerly of, contiguous to and parallel with the sounthern most boundary described above as recorded in O.R. Book 1537, Pages 226 of the Public Records of Lee County, Florida.

WHEREAS, the Developer has substantially completed the construction of one building on the above described property, containing a total of 12 apartments as outlined in the original Declaration and now desires to submit the above described real property in Phase II to condominium ownership pursuant to Article III B of the Declaration; and

NOW THEREFORE pursuant to Article III B of the Declaration of Condominium of MARINA NORTH SHORE, (The Declaration) BURNT STORE MARINA, INC. (The Developer) hereby amends the Declaration dated October 17, 1983 and recorded in O.R. Book 1693, Pages 4770-4798, in the Public Records of Lee County, Florida, for the purposes of adding Phase II to this condominium so that the said Declaration be and it is hereby amended by adding thereto the following:

1. The legal description of the property submitted herewith to condominium ownership by this amendment to the Declaration is as follows:

A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK

NOTE: THE CONDOMINIUM PLAT FOR MARINA NORTH SHORE CONDOMINIUM HAS BEEN FILED IN CONDOMINIUM PLAT BOOK 9 PAGES 1 THRU 2, IN LEE COUNTY, FLORIDA.

RECORD VERIFIED - SAL CERACI CLERK
BY E. PRICE D.C.

28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the S.E. Corner of Lot 2, Block 1011 of said Section 22, said S.E. Corner also lying on the North line of Tract "C" run Southeasterly along the said North line, through a curve concave to the Northeast having a radius of 1000.00 feet, a central angle of 04°48'46" and a chord bearing of S72°36'03"E; thence run along said curve 84.00 feet; thence S 00°29'15"W 45 feet: To The Point of Beginning: thence continue S 00°29'15"W, 169.04 feet to a point lying 1 foot more or less North of an existing concrete seawall; thence run along a line parallel to and 1 foot North of said seawall N 89°30'45"W, 202.00 feet to the Point of Departure from said 1 foot adjacent to the existing seawall; thence N 00°29'15"E, 116.00 feet: thence N 34°53'10"E, 65.49 feet: thence S 89°30'45"E, 165.00 feet to the Point of Beginning. All lying in Section 1, Township 43 South, Range 22 East and Containing 0.76 acres more or less:

Together with a non exclusive 50 foot easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East Lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities and utilities and ingress-egress. And

Subject to a 24 foot wide easement lying Northerly of, contiguous to and parallel with the sounthern most boundary described above as recorded in O.R. Book 1537, Pages 226 of the Public Records of Lee County, Florida.

2. The Developer hereby declares that the above described real property is condominium property as part of MARINA NORTH SHORE CONDOMINIUM, and the Developer hereby submitts this property to condominium ownership pursuant to Chapter 718, Florida Statutes, a condominium act, upon terms, conditions, restrictions, reservations and limitations as set orth in this amendment and in the previously recorded Declaration.

3. The Developer hereby declares pursuant to the Declaration that the unit owners of MARINA NORTH SHORE CONDOMINIUM, Phase I and Phase II, shall own as an appurtenance to each condominium unit an undivided one-twenty fourth (1/24) interest in the common elements of the real property heretofore and herewith submitted to condominium ownership and described as Phase I and Phase II of the Declaration, the land being more particularly described in Article III A and III B of the Declaration and this amendment. Each apartment owner shall be entitled to receive the same proportionate share of the common surplus unless otherwise provided in the By-laws.

4. There is filed simultaneously herewith the condominium plat for Phase II containing the survey, plot plan and graphic descripton of the improvements, showning the units, common elements, and limited common elements, their location, and approximate dimensions is sufficient detail to identify them; and said survey, plot plan and graphic description of improvements are made a part hereof by reference thereto.

5. This amendment to Declaration to Condominium is subject to the Declaration of Restrictions as recoreded in O.R. Book 1665, Pages 4512-4520, and as amended in O.R. Book 1683, Pages 206-209, Public Records of Lee County,

Florida.

6. The Developer expressly incorporates herein by reference all covenants and conditions of Articles I through XXVI inclusive, of the Declaration of Condominium, recorded in O.R. Book 1693, Pages 4770-4798, Public Records of Lee County, Florida.

IN WITNESS WHEREOF, the Developer has executed this Amendment this 8th day of February, 1984.

Signed, sealed and delivered in the presence of:

Mary Jane Burns
First Witness

Sandra Sue Britthart
Second Witness

BURNT STORE MARINA, INC.

BY: _____
President

Attest: _____
Secretary

STATE OF FLORIDA

COUNTY OF CHARLOTTE

Before me, the undersigned authority, personally appeared W. Warren Wankelman and Hugh W. Landis as President and Secretary respectively of BURNT STORE MARINA, INC., to me known to be the persons who executed the foregoing instrument and they severally acknowledged before me that they executed the same freely and voluntarily for the uses and purposes set forth therein and as the act and deed of said corporation.

WITNESS my hand and seal at Punta Gorda, Charlotte County, Florida, this 8th day of February, 1984.

Sandra Sue Britthart
NOTARY PUBLIC-STATE OF FLORIDA
(AFFIX SEAL)

My Commission Expires:
Notary Public, State of Florida
My Commission Expires Oct. 8, 1987
Bonded Thru Troy Fain-Insurance, Inc.

FEB 8 3 51 PM '84
RECORDED IN OFFICIAL RECORDS LEE COUNTY, FLORIDA RECORD VERIFIED
SAL OSBEAL CLERK OF CIRCUIT COURT

$12.00

1918302

OFF REC 1774 PG 2047

CORRECTIVE AMENDMENT TO PRIOR AMENDMENTS TO DECLARATION OF CONDOMINIUM SUBMITTING PHASES I THRU III TO CONDOMINIUM OWNERSHIP FOR MARINA NORTH SHORE CONDOMINIUM

WHEREAS, BURNT STORE MARINA, INC., a Florida corporation, hereafter called "Developer", has recorded a Declaration of Condominium for MARINA NORTH SHORE CONDOMINIUM, hereafter called "Declaration", on October 17, 1983 in O.R. Book 1639, Pages 4770-4798; as amended in O.R. Book 1710, Pages 4736 thru 4738; as amended in O.R. Book 1749, Pages 450 thru 460; and as amended in O.R. Book 1753, Pages 290 thru 292, all in the Public Records of Lee County, Florida, and

WHEREAS, the Declaration of Condominium and the Amendments to Declaration of MARINA NORTH SHORE CONDOMINIUM, submitting Phases I through III to condominium ownership, recorded at O.R. Book 1639, Pages 4770 thru 4798, O.R. Book 1710, Pages 4736 thru 4738, and O.R. Book 1753, Pages 290 thru 292, Public Records of Lee County, Florida showed inaccurate legal descriptions as to both the overall legal descriptions and the legal descriptions of Phases I, II, and III, due to scrivener's errors and,

WHEREAS, at a special meeting of the Condominium Association held on the 11th day of March, 1985 an amendment to the Declaration of Condominium correcting the legal description for the overall condominium project and for Phases I through IX was duly adopted by the membership and the Board of Directors of the Association; and all affected owners of mortgages consented to said amendment; and

WHEREAS, the amendment duly adopted by the Condominium Association at the March 11th, 1985 meeting of the Association was recorded at O.R. Book 1774, Pages 2027-2044, of the Public Records of Lee County, Florida, and

WHEREAS, the Developer now desires to amend the above referenced Declaration and Amendments to reflect the corrected legal descriptions of Phases I through III of Marina North Shore Condominium and desires to resubmit the land described therein to Condominium ownership;

NOW THEREFORE, the Developer hereby amends the Declaration of Condominium and Amendments to Declaration of Condominium of Marina North Shore Condominium recorded at O.R. Book 1639, Pages 4770 through 4798, O.R. Book 1710, Pages 4736 through 4738, and O.R. Book 1753, Pages 290 through 292, Public Records of Lee County, Florida, as follows:

1. The correct and complete legal descriptions for the overall Condominium Project and Phases I, II, and III, of MARINA NORTH SHORE CONDOMINIUM Declaration of Condominium, as amended, are as follows:

Overall Legal:

A portion of Tract "C" of Punta Gorda Isles, Section 22 as recorded in Plat

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: GOSHERWOOD, D.C.

This instrument was prepared by:
ROBERT C. SIFRIT, P.A.
FARR, FARR, HAYMANS, MOSELEY, EMERICH & SIFRIT
ATTORNEYS AT LAW
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS
P. O. BOX 2159
PORT CHARLOTTE, FLORIDA 33952

Book 28, Page 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Beginning at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C", said corner also being on a circular curve concave Northeasterly having as elements, a central angle of 04°26'16", a radius of 1,000.00 feet and a chord bearing of South 72°24'50" East; thence Southeasterly along said curve and said North line of Tract "C", a distance of 77.45 feet; thence South 01°57'05" West, a distance of 208.02 feet to a point lying 1 foot more or less North of an existing concrete seawall; thence along a line parallel to and 1 foot Northerly of said seawall the following eight courses; North 88°02'55" West, a distance of 323.67 feet to the point of curvature of a circular curve concave Northeasterly having as elements, a central angle of 50°42'10" and a radius of 89.04 feet; thence Northwesterly along said curve a distance of 78.79 feet; thence North 37°20'45" West, a distance of 112.13 feet to the point of curvature of a circular curve concave Southwesterly having as elements, a central angle of 12°02'29", and a radius of 855.97 feet; thence Northwesterly along said curve a distance of 179.89 feet; thence North 49°23'14" West, a distance of 129.86 feet to the point of curvature of a circular curve concave Southwesterly having as elements, a central angle of 12°31'26", and a radius of 851.80 feet; thence Northwesterly along said curve a distance of 186.19 feet; thence North 61°54'40" West, a distance of 102.91 feet to the point of curvature of a circular curve concave Southerly having as elements, a central angle of 50°57'29" and a radius of 387.94 feet; thence North 13°30'30" West a distance of 24.39 feet; thence South 54°53'08" West, a distance of 129.00 feet; thence North 39°46'07" West, a distance of 38.17 feet; thence North 00°15'04" East, a distance of 195.02 feet; thence North 54°47'35" East, a distance of 76.20 feet to a point lying on the Northerly line of said Tract "C" said point also lying on a circular curve concave Northerly having as elements, a central angle of 150°36'34", a radius of 65.00 feet and a chord bearing of North 74°22'24" East; thence Southeasterly, Easterly and Northeasterly along said curve a distance of 170.86 feet to the point of reverse curvature of a circular curve concave Easterly having as elements, a central angle of 31°57'08" and a radius of 100.00 feet; thence Northeasterly along said curve a distance of 55.77 feet to a point lying on a circular curve concave Northerly having as elements, a central angle of 45°50'12", a radius of 200.00 feet and chord bearing of South 81°53'50" East; thence Easterly along said curve a distance of 160.00 feet to the point of reverse curvature of circular curve concave Southerly having as elements a central angle of 67°00'01" and a radius of 400.00 feet; thence Easterly and Southeasterly along said curve a distance of 467.75 feet to the point of reverse curvature curve concave Northeasterly having as elements, a central angle of 16°48'25" and a radius of 1500.00 feet; thence Southeasterly along said curve a distance of 440.00 feet to the point of compound curvature of a circular curve concave Northeasterly having as elements, a central angle of 15°34'18" and a radius of 1000.00 feet; thence Southeasterly along said curve a distance of 271.78 feet to the Point of Beginning, all lying in Section 1, Township 43 South, Range 22 East, containing 9.53 acres, more or less.

TOGETHER WITH: A non exclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities, cable TV, utilities and ingress/egress.

AND: Subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southern-most boundary described as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

Phases I thru III (combined):

A portion of Tract "C" of Punta Gorda Isles, Section 22, as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Beginning at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C", said corner also being on a circular curve concave Northeasterly having as elements, a central angle of 04°26'16", a radius of 1,000.00 feet and a chord

bearing of South 72°24'50" East; thence Southeasterly along said curve and said North line of Tract "C", a distance of 77.45 feet; thence South 01°57'05" West, a distance of 208.02 feet to a point lying 1 foot more or less North of an existing concrete seawall; thence along a line parallel to and 1 foot Northerly of said seawall the following four courses; North 88°02'55" West, a distance of 323.67 feet to the point of curvature of a circular curve concave Northeasterly having as elements, a central angle of 50°42'10", and a radius of 89.04 feet; thence Northwesterly along said curve a distance of 78.79 feet; thence North 37°20'45" West, a distance of 112.13 feet to the point of curvature of a circular curve concave Southwesterly having as elements, a central angle of 04°50'44", and a radius of 855.97 feet; thence Northwesterly along said curve a distance of 72.39 feet; thence North 01°57'05" East, a distance of 75.00 feet; thence North 39°00'39" East, a distance of 191.20 feet to a point on the Northeasterly line of said Tract "C"; said point being on a circular curve concave Northeasterly having as elements, a central angle of 03°38'03", a radius of 1,500.00 feet, and a chord bearing of South 52°48'22" East; thence Southeasterly along said curve and said North line of Tract "C", a distance of 95.14 feet to the point of compound curvature of a circular curve concave Northeasterly having as elements, a central angle of 15°34'18", a radius of 1,000.00 feet and a chord bearing of South 62°24'33" East; thence Southeasterly along said curve and said North line of Tract "C", a distance of 271.78 feet to the Point of Beginning. All lying in Section 1, Township 43 South, Range 22 East, and containing 3.169 Acres, more or less.

TOGETHER WITH: A non exclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities, cable TV, utilities and ingress/egress.

AND: Subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southern-most boundary described above as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

2. The land in Phases I, II, and III of Marina North Shore Condominium described above is hereby resubmitted to Condominium ownership.

3. In all other respects the Declaration of Condominium of Marina North Shore Condominium, and the Amendments to Declaration of Condominium of Marina North Shore Condominium, cited above, are hereby ratified and confirmed.

4. The Amendment to Declaration of Condominium of Marina North Shore Condominium submitting Phase IV to condominium ownership recorded at O.R. Book 1765, Pages 390, contained the correct legal description and is not affected by this corrective amendment.

IN WITNESS WHEREOF, the Developer has executed this Corrective Amendment to Declaration of Marina North Shore Condominium, this 25th day of February, 1985.

BURNT STORE MARINA, INC.

BY: _____ Vice President

ATTEST: _____ Secretary

First Witness

Second Witness

OFF REC 1774 PG 2050

STATE OF FLORIDA
COUNTY OF CHARLOTTE

Before me, the undersigned authority, personally appeared Theodore Lushey and Paula F. McQueen, as Vice President and Secretary, respectively, of BURNT STORE MARINA, INC., to me known to be the persons who executed the foregoing instrument and they severally acknowledged before me that they executed the same freely and voluntarily for the uses and purposes set forth therein and as the act and deed of said corporation.

WITNESS my hand and official seal at Punta Gorda, Charlotte County, Florida, this 25th day of February, 1985.

Betty A. Johnson
Notary Public - State of Florida
(AFFIX SEAL)

My Commission Expires:
Notary Public, State of Florida
My Commission Expires March 19, 1988
Bonded Thru Ray Falk Insurance, Inc.

NOTARY PUBLIC STATE OF FLORIDA

Mar 22 11 36 AM '85
RECORDED IN OFFICIAL RECORDS
CHARLOTTE COUNTY, FLORIDA
RECORD VERIFIED

6P

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

2458522

REC 1990 PG 4401

After due and proper notice to the entire membership of the Association and the Board of Directors concerning a proposed resolution by the Board of Directors amending ARTICLE IX PURPOSE AND USE RESTRICTIONS, A. AND I., of the Declaration, at the annual meeting of all the members, held on March 1, 1988, at 10:00 AM, at the Platinum Point Yacht Club, Burnt Store Marina, Punta Gorda, Florida, the entire membership of the Association as well as all of the Board of Directors adopted the following amendment to the Declaration:

ARTICLE IX PURPOSE AND USE RESTRICTIONS

A. The apartment shall be used as a residence and is to be maintained in a clean and sanitary manner. PAGE 12

I. Leasing. An entire apartment may be rented on a short or long-term basis, but not for a period less than two weeks, if rental is handled by a rental agency. PAGE 13

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed in its name by the President and its corporate seal to be affixed hereto and attested by its Treasurer, this 11 th day of May 1988.

ATTEST:

Joan B. Morrow

Joan B. Morrow, Treasurer

MARINA NORTH SHORE
CONDOMINIUM ASSOCIATION, INC.

By Harry G. Michelson

Harry G. Michelson, President

STATE OF FLORIDA
COUNTY OF LEE

Before me personally appeared JOAN B. MORROW to me well known and known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that SHE executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 11 th day of MAY A.D. 1988.

My commission expires:

Notary Public State of Florida

Prepared by: Joan B. Morrow
3245 Sugarloaf Key Rd. 21C
Punta Gorda, FL 33955

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: L TALONE, DC

RECORD VERIFIED
CLERK CIRCUIT COURT
LEE COUNTY

MAY 20 11 AM '88

FILED
Oct 12 9 25 AM '79
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.
(A Not-For-Profit Corporation)

OFF REC 1693 PG 4799

THE UNDERSIGNED HEREBY ASSOCIATE THEMSELVES FOR THE PURPOSE OF FORMING A CORPORATION NOT-FOR-PROFIT UNDER AND PURSUANT TO CHAPTER 617, FLORIDA STATUTES, 1975, AND DO HEREBY CERTIFY AS FOLLOWS:

ARTICLE 1

The name of this corporation shall be MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be herein referred to as the "Association".

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, Chapter 718, Florida Statutes, 1976, for the operation of MARINA NORTH SHORE CONDOMINIUM, INC. a condominium, to be located upon land in Lee County, Florida, more particularly described in Article III of the Declaration of Condominium of MARINA NORTH SHORE CONDOMINIUM, INC.

2.2 The Association shall make no distribution of income to its members, directors or officers.

ARTICLE 3

POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. The maintenance, repair, replacement and operation of the condominium property.

d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.

e. The reconstruction of improvements after casualty and the improvement of the property.

f. To make and amend reasonable regulations respecting the use of the property in the condominium, provided, however, that all such amendments to these Articles shall be approved by not less than two-thirds (2/3) of the votes of the entire membership of the Association before such shall become effective.

g. To approve or disapprove the transfer, mortgage and ownership of units as may be provided by the Declaration of Condominium and the Bylaws.

h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.

i. To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation.

k. To employ personnel to perform the services required for the proper operation of the condominium.

3.3 The Association shall not have the power to purchase an apartment of the condominium except at sales in foreclosures of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien.

3.4 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium and the Bylaws.

3.5 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE 4

MEMBERS

4.1 The members of the Association shall consist of all of the record owners of a present vested interest in an apartment in the condominium; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Association as required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Lee 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 thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 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.

4.4 Owners of each unit shall collectively be entitled to one vote. If a unit is owned by more than one person, then the person entitled to cast such vote shall be determined as follows:

A statement must be filed with the Secretary of the Corporation, in writing, signed under oath by members with a present interest in an apartment and shall state:

a. The respective percentage interest of every person (as recorded in the Public Records of Lee County, Florida) owning a vested present interest in the fee title of the unit in which the affiant owns an interest.

b. Which one of the owners of an apartment in which the affiant owns an interest is to represent all of the owners of that apartment at membership meetings and cast the vote to which they are entitled. The person so designated by the persons owning the majority present interest in an apartment shall be known as the Voting Member and shall be the only member owning an interest in that apartment eligible to cast the vote for said apartment at membership meetings. The person designated as the Voting Member may continue to cast the binding vote for all members owning an interest in the apartment in which he owns an interest until such time as another person is properly designated as the Voting Member by those members owning the majority present interest by a similar written statement filed with the Secretary.

ARTICLE 5

DIRECTORS

5.1 The affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination, shall consist of three (3) Directors. Initial Directors need not be members of the Association, but all subsequent Directors must be members of the Association, provided, however, that non-members may serve as Directors by amending the Bylaws to allow a non-member to serve as a Director. Directors shall be elected annually by the members at a meeting to be held the first Monday in December of each year as provided in the Bylaws.

5.2 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or unless removed for cause, are as follows:

OSCAR R. LINDER	1625 West Marion Avenue Punta Gorda, Florida 33950
PAULA F. BEECHER	P.O. Box 702 Punta Gorda, Florida 33950
DON E. WILLIAMS	741 Bremen Lane, Punta Gorda, Florida 33950

ARTICLE 6

OFFICERS

The affairs of the Association shall be administered by the officers designated by the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

OFFICERS	TITLE	ADDRESS
OSCAR R. LINDER	President	1625 West Marion Avenue Punta Gorda, Florida 33950
PAULA F. BEECHER	Secretary	P.O. Box 702 Punta Gorda, Florida 33950
DON E. WILLIAMS	Treasurer	741 Bremen Lane Punta Gorda, Florida 33950

[illegible]

INDEMNIFICATION

Every Director and every 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, 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, whether or not he is a Director or Officer at the time such expenses are incurred, except when 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 shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE 8

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by affirmative vote of not less than 60% of Board of Directors and by affirmative vote of not less than 60% of the voting members, or as otherwise provided in the Bylaws.

ARTICLE 9

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

9.1 Written notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered and such notice shall be delivered to each member at least twenty (20) days prior to the meeting.

9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors shall be permitted to vote only if present at a meeting at which an amendment is considered, and members may vote at meetings either in person or by proxy.

a. Such approvals must be by not less than two-thirds of the entire membership of the Board of Directors and by not less than two-thirds of the votes of the entire membership of the Association; or

b. By not less than seventy percent (70%) of the votes of the entire membership of the Association.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, or any change in Section 3.3 of Article 3, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. This provision shall not prevent amendments to the Declaration of Condominium in the manner provided therein.

9.4 A copy of each amendment shall be certified by the Secretary of State and shall be recorded in the Public Records of Lee County, Florida.

ARTICLE 10

TERM

The term of the Association shall be perpetual.

ARTICLE 11

SUBSCRIBERS

OR 1693 PG 4803

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

OSCAR R. LINDER	1625 West Marion Avenue Punta Gorda, Florida 33950
PAULA F. BEECHER	P.O. Box 702 Punta Gorda, Florida 33950
DON E. WILLIAMS	741 Bremen Lane Punta Gorda, Florida 33950

ARTICLE 12

RESIDENT AGENT

Robert C. Sifrit, a resident of Charlotte County, Florida, whose post office address is 166 North Tamiami Drive, N.E., Port Charlotte, Florida, is hereby designated as resident agent.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Punta Gorda, Florida, this 26th day of September, 1979.

Oscar R. Linder

Paula F. Beecher

Don E. Williams

STATE OF FLORIDA
COUNTY OF CHARLOTTE

BEFORE ME the undersigned authority, personally appeared OSCAR R. LINDER, PAULA F. BEECHER and DON E. WILLIAMS, to me well known and known to me to be the persons who executed the foregoing Articles of Incorporation of MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal at Punta Gorda, Florida, this 26th day of September, 1979.

Notary Public - State of Florida

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Oct. 19, 1982
Bonded by Maryland Fire & Casualty Company

OFF REC 1693 PG 4804

ACCEPTANCE

I, ROBERT C. SIFRIT, of 166 North Tamiami Drive, N.E., Port Charlotte, Florida, a resident of Charlotte County, Florida, hereby accept the foregoing designation as resident agent of MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

WITNESS my hand and seal this 26th day of September, 1979.

Robert C. Sifrit

State of Florida

OFF REC 1693 PG 4805

Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, filed on January 9, 1980, as shown by the records of this office.

The charter number of this corporation is 749287.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 10th day of January, 1980.

George Firestone
Secretary of State

CER 101 Rev. 5-79

Attest:

MARINA NORTH SHORE CONDOMINIUM ASSOCIATION INC., a non-profit Florida corporation

Don E. Williams, Treasurer

By W. Warren Wankelman, President

CERTIFICATE OF AMENDMENT
TO ARTICLES OF INCORPORATION OF
MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

OFF REC 1693 PG 4806

FILED
JAN 9 12 11 PM '80
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, under its corporate seal and the hands of its President, W. WARREN WANKELMAN, and its Treasurer, DON E. WILLIAMS. hereby certify that:

After due and proper notice to the entire membership of the Association and of the Board of Directors concerning a proposed resolution by the Board of Directors amending Article 3 of the Articles of Incorporation, a special meeting of all of the members and all of the directors was held at the office at 1625 West Marion Avenue, Punta Gorda, Florida, on October 30, 1979 at 5:30 p.m. and tne entire membership of the Association as well as all of the Board of Directors adopted the following amendment to the Articles of Incorporation:

ARTICLE 3 - POWERS

3.2i To contract for the management of the condominium wherein said contractor is to assist the Board in the management of the condominium where sucn assistance does not contravene the Declaration of Condominium, Condominium Act and the Florida General Corporation Act.

Said amendment as provided in Article 9 - Amendments of the Articles of Incorporation does not conflict with the Condominium Act or the Declaration of Condominium.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed in its name by the President and its corporate seal to be affixed hereto and attested by its Treasurer, this 25th day of December, 1979.

Attest:

MARINA NORTH SHORE CONDOMINIUM ASSOCIATION INC., a non-profit Florida corporation

Don E. Williams, Treasurer

By W. Warren Wankelman, President

OFF REC 1693 PG 4807

STATE OF FLORIDA
COUNTY OF CHARLOTTE

On this day personally appeared before me, the undersigned officer, duly authorized by the laws of the State of Florida to take acknowledgments, W. WARREN WANDELMAN, President of Marina North Shore Condominium Association, Inc., a not-for-profit Florida corporation, acknowledged that he executed the above and foregoing certificate of amendment as such officer for and on behalf of said corporation after having been duly authorized so to do, and that said amendment was duly and properly made as required by the Articles of Incorporation of Marina North Shore Condominium Association, Inc.

WITNESS my hand and official seal at Punta Gorda, Charlotte County, Florida, this 25th day of April, 1979.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 10, 1983
Bonded By American Fire & Casualty Company

Notary Public - State of Florida

80.9

CERTIFICATE OF AMENDMENT

TO THE ARTICLES OF INCORPORATION

MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

2704018

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RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: M. J. ROBINSON, D.C.

After due and proper notice to the entire membership of the Association and the Board of Directors concerning a proposed resolution by the Board of Directors amending ARTICLE 5, DIRECTORS, 5.1, of the Declaration, at the annual meeting of all the members, held on March 1, 1989, at 10:00 AM, at the Platinum Point Yacht Club, Burnt Store Marina, Punta Gorda, Florida, the entire membership of the Association as well as all of the Board of Directors adopted the following amendment to the Articles of Incorporation:

ARTICLE 5 DIRECTORS

5.1 The affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination, shall consist of three (3) Directors. Initial Directors need not be members of the Association, provided, however that non-members may serve as Directors by amending the Bylaws to allow a non-member to serve as a Director. Directors shall be elected annually by the members at a meeting on or about March 1 at a time and place set by the Board. PAGE 3

IN WITNESS WHEREOF, SAID CORPORATION HAS CAUSED THIS CERTIFICATE TO BE SIGNED IN ITS NAME BY THE PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HERETO AND ATTESTED BY ITS TREASURER, THIS 18 th day of Aug 1989.

ATTEST:

MARINA NORTH SHORE
CONDOMINIUM ASSOCIATION, INC.

Joan B. Morrow

Joan B. Morrow, Treasurer

By Janet Johnson

Janet Johnson, President

89 AUG 23 AM 9:12
CHARLIE GREEN LEE CTY FL

STATE OF FLORIDA

COUNTY OF LEE

Before me personally appeared JANET JOHNSON to me well known and known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that SHE executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 18 th day of Aug A.D. 1989.

Joan B. Morrow

Notary Public State of Florida

My commission expires:

NOTARY PUBLIC: STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 06, 1992
BONDED THRU AGENT'S NOTARY BROKERAGE

Prepared by: Joan B. Morrow
3245 Sugarloaf Key Rd. 21C
Punta Gorda, FL 33955

BYLAWS

OFF REC 1693 PG 4808

OF

MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

1. Identity. These are the Bylaws of MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC., hereafter sometimes called the "Association", a corporation, not for profit under the laws of the State of Florida, the Articles of Incorporation of which are filed in the office of the Secretary of State.

The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, as amended, called the Condominium Act in these Bylaws, which condominium is identified by the name MARINA NORTH SHORE CONDOMINIUM, and is located upon the lands in Lee County, Florida described in Article III of the Declaration of Condominium of MARINA NORTH SHORE CONDOMINIUM.

1. A. The office of the Association shall be at 1625 West Marion Avenue, Punta Gorda, Florida 33950.

1. B. The fiscal year of the Association shall be the calendar year.

1. C. The seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation Not For Profit", and the year of incorporation.

2. Members' Meetings. The minutes of all meetings of unit owners shall be kept in a book available for inspection by unit owners, or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

2. A. The annual members' meeting shall be held at the office of the Corporation at 12:00 in the afternoon, on the first Monday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that 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.

2. B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from not less than ten percent (10%) of the voting members of the Association.

2. C. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President, Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than thirty (30) days nor more than sixty (60) days prior to the date of the meeting. Notice of the annual meeting shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting. Proof of such mailing and proof of posting of notice shall be given by the affidavit of the person giving the notice. Notice of specific meetings may be waived before or after meetings, but unless a unit owner waives in writing the right to receive notice of the annual meetings by mail, the notice of the annual meetings shall be sent by mail to each unit owner and the post office certificate of mailing shall be retained as proof of such mailing. However, notwithstanding the above, notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

2. D. A quorum at members' meetings 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 the quorum is present shall constitute the acts of the members, except when approval of a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

2. E. Owners of each apartment shall collectively be entitled to one (1) vote, and the person entitled to cast such vote shall be determined as follows:

A statement must be filed with the Secretary of the Corporation, in writing, signed under oath by members with a present interest in an apartment and shall state:

(1) The respective percentage interest of every person (as recorded in the Public Records of Lee County, Florida,) owning a vested present interest in the fee title of the apartment in which the affiant owns an interest.

(2) Which one of the owners of the apartment in which the affiant owns an interest is to represent all of the owners of that apartment at membership meetings and cast the vote to which they are entitled. The person so designated by the persons owning the majority interest in an apartment shall be known as the voting member and shall be the only member owning an interest in that apartment eligible to cast the vote for said apartment at membership meetings. The person designated as the voting member may continue to cast the binding vote for all members owning an interest in the apartment in which he owns an interest until such time as another person is properly designated as the voting member by those members owning the majority present interest by a similar written statement filed with the Secretary.

(3) There shall not be more than one hundred eight (108) voting members at any one time and each may cast one (1) vote. A corporation, or any individual with an interest in more than one apartment may be designated the voting member for each apartment in which he or it owns an interest. Failure by members of an apartment to file such statement under oath with the Secretary prior to a members' meeting will result in depriving the members with an interest in such apartment of a vote at such meeting.

2. F. Votes may be cast in person or by proxy. A proxy may be given by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

2. G. If any meeting of 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.

2. H. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

(1) Calling of the roll and certifying proxies.
(2) Proof of notice of meeting or waiver of notice.
(3) Reading and disposal of any unapproved minutes.
(4) Reports of officers.
(5) Reports of committees.
(6) Election of inspectors of election.
(7) Election of directors.
(8) Unfinished business.
(9) New business (including consideration of the budget.)
(10) Adjournment.

The Chairman of the Board of Directors shall preside at all meetings. In his absence, the Board shall designate the person to preside.

3. Directors. The affairs of the Association shall be managed by a Board of not less than three or more than seven Directors. The first Board shall consist of three members. The number of members of the Board of Directors may be changed at any time by amending the Bylaws as provided herein. The terms "Board", "Board of Directors", and "Board of Administration" are synonymous.

3. A. Election of Directors shall be conducted in the following manner:

(1) Election of Directors shall be held at the annual members' meeting.

(2) A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each Director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

(3) The election shall be by secret, written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(4) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

(5) Any Director may be removed with or without cause by a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting. The special meeting of the unit owners to recall a member or members of the Board of Administration may be called by ten (10) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

(6) Transfer of association control shall take place as provided in Section 718.301, Florida Statutes, 1979.

3. B. The term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3. C. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) 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 no further notice of the organization meeting shall be necessary.

3. D. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting. All meetings of the Board shall be open to all unit owners, and adequate notice of all meetings, regular and special, shall be posted conspicuously on the condominium property at least 48 hours in advance, except in an emergency. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by unit owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

3. E. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Except in an emergency, not less than three (3) days 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.

3. F. 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. G. A quorum at Director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3. H. If at any meeting of the Board of Directors there be less than a quorum present, the majority of these present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3. I. The presiding Officer of Directors' meetings shall be the Chairman of the Board if such an Officer has been elected; and if not, the President shall preside. In the absence of the presiding Officer the Directors present shall designate one of their number to preside.

3. J. The order of business at Directors' meetings shall be

(1) Calling of roll.
(2) Proof of due notice of meeting.
(3) Reading and disposal of any unapproved minutes.
(4) Reports of officers and committees.
(5) Election of officers.
(6) Unfinished business.
(7) New business.
(8) Adjournment.

3. K. Directors' fee, if any, shall be determined by the members.

3. L. The Directors of the Association may select an Advisory Board consisting of three (3) members of the Association. The Advisory Board shall have no power or authority but shall offer the Directors suggestions and advice regarding the management of the affairs of the Association. The Advisory Board shall serve at the pleasure of the Directors of the Association.

3. M. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, the agents, contractors, or employees of the Board of Directors, subject only to approval by apartment owners when such is specifically required.

4. Officers. The executive officers of the Association shall be a President who shall be a Director; a Vice President, who shall be a Director; a Secretary and Treasurer. The Board of Directors 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.

The Officers of the corporation shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors unless they shall be removed by a majority of the Board of Directors at any regular or special meeting of the Board duly called.

Any Officer may resign as Officer at any time. Such resignation shall be made in writing, submitted to the Secretary and shall take effect as is specified in the instrument. Acceptance of resignation shall not be required to make it effective.

Any vacancy resulting from the removal or resignation of an Officer as herein provided may be filled by the Board of Directors at the same meeting.

4. A. 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.

4. B. The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4. C. 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, 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. D. The Treasurer shall have custody of all property of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of the treasurer.

4. E. The compensation of all officers and employees of the Association shall be fixed by the Directors. The provision that Directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the condominium.

5. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

5. A. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classification as shall be appropriate, all of which expenditures shall be common expenses:

(1) Current expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(2). Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or absolescence.

(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, the amount for which shall not exceed $1,000.00; provided, however, that in the expenditure of this fund no sum in excess of $250.00 shall be expended for a single item or purpose without approval of a majority of the members of the Association.

(5) Operations, the amount of which may be to provide a working fund or to meet losses.

5. B. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Florida Statute 718.504 (20). In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement costs of each reserve item. This provision shall not apply to budgets in which the members of the Association have by a two-thirds vote at a duly called meeting of the Association determined for a fiscal year to provide no reserves or reserves less adequate than are required by this and other provisions of these Bylaws.

5. C. The membership shall adopt the budget at the annual meeting.

5. D. Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due twelve (12) equal installments on the first day of each month of the year for which the installments are made. If an annual assessment is not made as required an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until such change by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors in the manner elsewhere provided.

5. E. Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the apartment owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

5. F. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the apartment owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the apartment owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

5. G. The Depository of the Association shall be such bank, banks or federally insured savings and loan associations as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

5. H. An audit of the accounts of the Association shall be made annually by an accountant selected by the Board, and a copy of the audit report shall be furnished to each member not later than April 1, of the year following the year for which the audit is made.

5. I. Fidelity Bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall not be less than the minimum amount required by Florida Statute 718.112 (2) (L), as amended. The premiums on such bonds shall be paid by the Association.

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

7. Sale, Rental, Lease or Transfer of Unit. Prior to the lease, sale or transfer of any interest in a unit and common property to any person other than the transferor's spouse, a Board of Directors of the Corporation shall approve or disapprove of the proposed leases, sale or transfer, in writing, and shall notify the owners of its decision. The fee charged by the Board of Directors for this service shall not be in excess of the expenditures reasonably required for the lease, transfer or sale and this expense shall not exceed $50.

8. Amendments. Except as elsewhere provided otherwise, these Bylaws may be amended in the following manner:

8. A. Notice in writing of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. The proposal to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaws. See Bylaw.....for present text." Nonmaterial errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

8. B. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by not less than fifty percent (50%) of the voting members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is deliverable to the Secretary at or prior to the meeting. Such approvals must be either by:

(1) Not less than sixty percent (60%) of the membership of the Board of Directors and by not less than sixty percent (60%) of the votes of the membership of the Association; or

(2) Not less than seventy percent (70%) of the votes of the membership of the Association; or

(3) Until the first election of directors, only by all of the directors provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

8. C. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment shall change any apartment or decrease the share in the common elements appurtenant to it, unless the record owner of the apartment concerned and all record owners of the mortgages on such apartment shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "insurance" nor the section entitled "reconstruction or repair after casualty" unless the record owners of all mortgages upon the condominium shall join the execution of this amendment.

8. D. 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 President or Vice President 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 Lee County, Florida.

The foregoing were adopted as the Bylaws of MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC., a Corporation Not For Profit under the laws of the State of Florida, at the first meeting of the Board of Directors of MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC., on _____, 19__.

Secretary

APPROVED:

President

OCT 17 3 52 PM '83
OFFICIAL
RECORDS
LEE COUNTY, FLORIDA
RECORDED AND VERIFIED

RECORDED & RECORD VERIFIED
CLERK CIRCUIT COURT
LEE COUNTY FL

MAY 20 9 26 AM '88

OFF REC 1990 PG 4402

CERTIFICATE OF AMENDMENT

2458523

TO THE BYLAWS OF

MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

After due and proper notice to the entire membership of the Association and the Board of Directors concerning a proposed resolution by the Board of Directors amending Bylaws Section 5, Fiscal Management, Item 5H, at the annual meeting of all the members, held on March 4, 1987, at 10:00 AM, at Burnt Store Marina Commodore Club Cabana, Punta Gorda, Florida, the entire membership of the Association as well as all of the Board of Directors adopted the following amendment to the Bylaws:

Section 5 - Fiscal Management

5.H A compilation of the accounts of the Association shall be made annually by an accountant selected by the Board, and a copy of the compilation report shall be furnished to each member not later than April 1 of the year following the year for which the compilation is made. (Section found on OFF REG. 1693, PG 4813 , EXHIBIT C, of documents.)

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed in its name by the President and its corporate seal to be affixed hereto and attested by its Treasurer, this 11 th day of May 1988.

ATTEST:

Joan B. Morrow

Joan B. Morrow, Treasurer

MARINA NORTH SHORE
CONDOMINIUM ASSOCIATION, INC.

BY Harry G. Michelson

Harry G. Michelson, President

STATE OF FLORIDA
COUNTY OF LEE

Before me personally appeared Joan B Morrow to me well known and known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that SHE executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 11 th day of May A.D. 1988.

My commission expires:

Notary Public State of Florida at Large
My Commission Expires Jan. 9 1990
Bonded Thru Troy Fain Insurance Inc.

Notary Public State of Florida

THIS AMENDMENT IS BEING RE-RECORDED TO CORRECT AN ERROR MADE IN THE WORDING: THE WORD REVIEW, ORIGINALLY RECORDED, HAS BEEN CORRECTED TO READ COMPILATION.

Prepared by Joan B. Morrow
3245 Sugarloaf Key Rd. 21C
Punta Gorda, FL 33955

RECORD · FILED · CHARLIE GREEN, CLERK
BY L TALONE, D.C.

60

CERTIFICATE OF AMENDMENT

TO THE BYLAWS OF

MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

2704019

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: M. J. ROBINSON, D.C.

OR2091 PG1468

After due and proper notice to the entire membership of the Association and the Board of Directors concerning a proposed resolution by the Board of Directors amending BYLAW 1. IDENTITY, AND 2. MEMBERS' MEETINGS, of the Documents, at the annual meeting of all the members, held on March 1, 1989, at 10:00 AM, at the Platinum Point Yacht Club, Burnt Store Marina, Punta Gorda, Florida, the entire membership of the Association as well as all of the Board of Directors adopted the following amendment to the Bylaws:

SECTION 1 IDENTITY

1. Identity
   1.A The office of the Association shall be at 3245 Sugarloaf Key Road, Unit 21C, Punta Gorda, FL 33955. PAGE 1 EXHIBIT C

SECTION 2. MEMBERS' MEETINGS

2. Members' Meetings
   2.A The annual members' meeting shall be held at a time and place set by the Board on or about March 1 of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. PAGE 1 EXHIBIT C

89 AUG 23 AM 9:12
CHARLIE GREEN LEE CTY FL

IN WITNESS WHEREOF, SAID CORPORATION HAS CAUSED THIS CERTIFICATE TO BE SIGNED IT ITS NAME BY THE PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HERETO AND ATTESTED BY ITS TREASURER, THIS 18 th day of Aug 1989.

ATTEST:

MARINA NORTH SHORE
CONDOMINIUM ASSOCIATION, INC.

Joan B Morrow
Joan B. Morrow, Treasurer

By Janet Johnson
Janet Johnson, President

STATE OF FLORIDA

COUNTY OF LEE

Before me personally appeared JANET JOHNSON to me well known and known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that She executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 18 th day of Aug A.D. 1989.

My commission expires:

Joan B Morrow
Notary Public State of Florida

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 06, 1992
BONDED THRU AGENT'S NOTARY BROKERAGE

Prepared by: Joan B. Morrow
3245 Sugarloaf Key Rd. 21C
Punta Gorda, FL 33955

28.50

4355743

OR2938 PG2125

CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM
MARINA NORTH SHORE, PHASE I

RECORDED BY
MARY JO ROBINSON, D.C.

BY-LAWS
MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendments to the Declaration of Condominium of Marina North Shore, Phase I Condominium were duly adopted by the Association membership at the duly noticed annual members' meeting of the Association on the 2nd day of March, 1998. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 1693, Page 4770, of the Public Records of Lee County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through.~~

Amendment No. 1 - Article XII, Declaration of Condominium

ARTICLE XII. ASSESSMENTS

The Condominium Association, through its Board of Directors shall have the power to make and collect assessments, special assessments, club dues, and such other assessments as are provided for by the condominium law, this Declaration and the Bylaws.

A. Budget. The Board of Directors of the Association shall ~~propose~~ adopt the annual budget ~~in advance~~ for each fiscal year. The budget shall project anticipated income and estimated expenses. Common expenses shall include but shall not be limited to, costs and expenses of operation, maintenance and management, property taxes and assessments against the condominium property (until such time as any of such taxes and assessments are made against the condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the condominium as a whole), insurance premiums for fire, windstorm, flood and extended coverage insurance on the condominium real

property and condominium personal property, premiums for public liability insurance, legal and accounting fees, management fees, operating expenses of the property and the corporation; maintenance, repairs and replacement (but only as to the common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and properly chargeable to the individual condominium parcel concerned), charges for utility and water used in common for the benefit of the condominium; cleaning and janitor service for the common elements and limited common elements; expenses and liabilities incurred by the corporation in and about the enforcement of its rights and duties against the members or others; and the creation of reasonable contingency or reserve requirements for the protection of the members, and the condominium property (e.g., reserves for replacements, operating reserve to cover deficiencies in collections), bulk cable television or other master antennae service, if so determined by the Board of Directors, and all other expenses declared by the Directors of the Association to be common expenses from time to time.

B. Copies of the proposed annual budget of common expenses shall be mailed to the unit owners not less than ~~thirty (30)~~ fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. ~~The Board of Directors will prepare the proposed annual budget of common expenses, and the unit owners shall consider the budget at the annual meeting or at such other meeting as may be provided in the Bylaws. At the annual meeting when the budget is considered, the voting members of the Association shall have the power to modify or amend the budget, and shall then adopt the annual budget.~~ If the adopted budget exceeds the previous year's by more than 15%, subject to the provisions of the Florida Condominium Act, it may be overruled by the unit owners as provided in the Condominium Act.

(Remainder of Article Unchanged)

****

Amendment No. 2 - Article 3, By-Laws

3. **Directors.** ~~The affairs of the Association shall be managed by a Board of not less than three more than seven Directors. The first Board shall consist of three members. The number of members of the Board of Directors may be changed at any time by amending the Bylaws as provided herein.~~ The affairs of the Association shall be governed by a Board composed of seven (7) Directors. All Directors shall be unit owners or the spouse of a unit owner. All officers of a corporation, trustees and/or beneficiaries of a trust, partners of a partnership, or other such owner shall be deemed to be members so as to be eligible for Board

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membership. All Directors will be elected for a two (2) year term. It is the intention of these By-Laws that a staggered Directorate be maintained. To implement and maintain a staggered Directorate, the Board may hold seats in future elections open for one or two year terms, when necessary or appropriate. In such cases, those receiving the higher number of votes shall be elected to the longer terms and when no election is held, the decision shall be made by agreement of the affected parties, or by lot. At the 1997 annual meeting, two candidates will be elected for a one year term, three candidates will be elected for a two year term, and two candidates will be elected for a three year term, as provided above, to initially stagger the directors' seats. The terms "Board", "Board of Directors", and "Board of Administration" are synonymous.

3. A. ~~Election of Directors shall be conducted in the following manner:~~

~~(1) Election of Directors shall be held at the annual members' meeting.~~

~~(2) A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each Director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.~~

~~(3) The election shall be by secret, written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.~~

~~(4) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.~~

~~(5) Any Director may be removed with or without cause by a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting. The special meeting of the unit owners to recall a member or members of the Board of Administration may be called by ten (10) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.~~

~~(6) Transfer of association control shall take place as provided in Section 718.301, Florida Statutes, 1979.~~

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The regular election shall occur on the date of the annual meeting.

(1) **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. Any unit owner desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before the scheduled election. Not less than fourteen (14) days before the election, the Association shall then mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a written ballot which shall include an information sheet for each candidate, no larger than 8 1/2 inches by 11 inches if so furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. As to items to be considered at the meeting other than the election of Directors, the notice and agenda shall comply with Section 2(C) above.

(2) **At the discretion of the Board of Directors,** either ballots or a voting machine will be available for use of owners in connection with the election of Directors. A unit owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance but no unit owner shall permit another person to cast his ballot for electing Directors and any such ballots improperly cast shall be deemed invalid.

(3) As a minimum, 20% of the eligible voters must cast a ballot and elections shall be decided by a plurality of those votes cast. Write in candidates are not permitted.

(4) **The Board of Directors may appoint a Committee** to explain the role of Board members, encourage eligible persons to volunteer to serve on the Board, and generally strive to ensure that a sufficient number of candidates will respond to the first election notice to allow all vacancies to be filled.

(5) In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become members of the Board after the annual meeting.

(6) It is the intention of this Article 3 to "opt out" of the statutory election procedures found at Section 718.112(2)(d), Florida Statutes (1995). To this end, the Board may establish additional election rules as it deems appropriate to

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ensure a fair election process. Substantial compliance with these By-Laws relative to election procedures is sufficient.

3. B. The term of each Director's service shall extend until ~~the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided~~.their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act, or resigns. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

(Remainder of Article Unchanged)

****

Amendment No. 3 - Article 5, By-Laws

5. **Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

(Section A Unchanged)

5. B. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than ~~thirty (30)~~ fourteen (14) days prior to the Board meeting at which the budget will be considered. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Florida Statute 718.504 (20). In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement costs of each reserve item. This provision shall not apply to budgets in which the members of the Association have by a ~~two-thirds~~ majority vote at a duly called meeting of the Association determined for a fiscal year to provide no reserves or reserves less adequate than are required by this and other provisions of these Bylaws.

5. C. The ~~membership~~ Board of Directors shall adopt the budget, subject to the right of the unit owners to override a budget that exceeds the previous year's budget by more than 15%, as provided in the Florida Condominium Act ~~at the annual meeting~~.

(Remainder of Article Unchanged)

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WITNESSES:
(TWO)

Dianna L. Hubbard
Signature

Dianna L. Hubbard
Printed Name

Genevieve Severance
Signature

Genevieve SEVERANCE
Printed Name

MARINA SHORE CONDOMINIUM ASSOCIATION, INC.

BY: Mike Priest
Mike Priest, President

Date: _____

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 9 day of MARCH, 1998 by Mike Priest as President of Marina North Shore Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Debra K. Meredith
Notary Public

DEBRA K. MEREDITH
Printed Name

My commission expires: 6-24-00

DEBRA K. MEREDITH
MY COMMISSION # CC 556787
EXPIRES: June 24, 2000
Bonded Thru Notary Public Underwriters

OR2938 PG2130

CHARLIE GREEN LEE CTY, FL
98 MAR 30 AM 6:32

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INSTR # 2006000023120, Doc Type DOC, Pages 2, Recorded 01/17/2006 at 03:16 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $18.50 Deputy Clerk WMILLER

CERTIFICATE OF AMENDMENT

BY-LAWS

MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendments to the By-Laws of Marina North Shore Condominium Association, Inc. were duly adopted by the Association membership at the duly noticed special members' meeting of the Association on the 23rd day of February, 2005. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 1693, Pages 4770 et seq., of the Public Records of Lee County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through.~~

3. **Directors.** The affairs of the Association shall be managed by a Board of not less than three or more than seven Directors. The first Board of Directors shall consist of three members. The number of members of the Board of Directors may be changed at any time by amending the Bylaws as provided herein. The terms "Board", "Board of Directors", and "Board of Administration" are synonymous.

(Sections 3.A. – 3.M. Remain Unchanged)

3.N. The Board may, pursuant to F.S. 718.303, impose fines against a unit not to exceed the maximum permissible by law, for failure to comply with the provisions of the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations by owners, family members, guests, occupants, licensees, tenants and invitees. A fine may be imposed for each day of continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed $1,000.00 or such maximum amount as is permissible by law.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the unit owner listed in the official records of the Association, and as to tenants, to the mailing address for the unit. Said notice shall include:

1. A statement of the date, time and place of the hearing;

2. A statement of the provisions of the Declaration, Articles of Incorporation, By-Laws, or Rules and Regulations which have allegedly been violated;

3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of other unit owners. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial, at trial, and on appeal. The payment of fines shall be the ultimate responsibility of the unit owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests, occupants, licensees, invitees and tenants.

WITNESSES:
(TWO)

Signature
Tricia Gwinn
Printed Name

Signature
Sherry Kelly
Printed Name

MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

BY: _____
Frank Yanco, President

Date: 1/04/06

(CORPORATE SEAL)

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 4th day of January, 2006 by Frank Yanco as President of Marina North Shore ~~Condominium~~ Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Donna Johnson
Notary Public
DONNA JOHNSON
Printed Name

My commission expires:

DONNA JOHNSON
MY COMMISSION EXPIRES MAY 10, 2008
#DD317990 Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

295681_1.DOC

INSTR # 2007000135575, Doc Type RES, Pages 3, Recorded 04/25/2007 at 04:38 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $27.00 Deputy Clerk DMERCIER

CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM AND BY-LAWS

MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY that the following amendment to the Declaration of Condominium and Bylaws of Marina North Shore Condominium Association, Inc. which original Declaration of Condominium and Bylaws for MARINA NORTH SHORE CONDOMINIUM were originally recorded in Official Records Book 1693 beginning at Page 4770 and subsequently amended and recorded in Official Records Book 1710 at page 4736, Book 1753 at page 290, Book 1765 at page 390, Book 1774 at page 2027, Book 1749 at page 450 of Lee County, Florida were duly adopted by the Association membership at the duly noticed member's meeting of the Association on the 21st day of March, 2007. Said amendment to the Declaration of Condominium and By-Laws were passed by a proper percentage of votes of the voting interests of the Association.

AMENDMENT TO DECLARATION OF CONDOMINIUM

Additions indicated by underlining.
Deletions indicated by ~~striking through.~~

X. CONVEYANCES

F. Forms of Ownership.

(1) Ownership By Individuals. A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

(2) Co-Ownership. Co-ownership of Units may be permitted. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant." The use of the Unit by other persons shall be as if the primary occupant was the only actual owner. Any changes in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Article. No more than one such change will be approved in any twelve (12) month period.

(3) Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity that is not a natural person, if approved in the manner provided elsewhere herein. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short--term, transient, or revolving accommodations for several individuals or families. The approval of a trustee, or corporation or other entity as a Unit Owner shall be conditioned upon designation by the Owner of one natural person to be the "primary occupant." The use of the Unit by other persons shall be as if the primary occupant were the only actual Owner. Any change in this primary occupant shall be treated as a transfer of

ownership by sale or gift subject to the provisions of this Article. No more than one such change will be approved in any twelve (12) month period.

(4) Designation of Primary Occupant. Within thirty (30) days of the effective date of this provision, each Owner of a Unit that is owned in the forms of ownership stated in preceding subsections (b) and (c) shall designate a primary occupant in writing to the Association. If any Unit Owner fails to do so, the Board shall make the initial designation for the Owner.

(5) Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 16.3 below. In that event, the life tenant shall be the only member from such Unit, and occupancy of the Unit shall be as if the life tenant were the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant shall be liable for assessments and charges against the Unit. Any vote, consent or approval required by the condominium documents or law may be given by the life tenant alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

(6) Ownership of Multiple Units. In order to maintain the residential personality of the association, ownership of more than two units by any entity as referred to in (3) above is prohibited.

IN WITNESS WHEREOF, we have affixed our hands this 23RD day of APRIL, 2007, at Lee County, Florida.

WITNESSES:

Dianne M. Racine

MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

BY: X John S. Seatter
John Seatter, PRESIDENT

Dianne M. Racine

ATTEST:

X Frank Yanco
Frank Yanco, SECRETARY

STATE OF FLORIDA:
COUNTY OF LEE:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared John Seatter and Frank Yanco, well known to me to be the President and Secretary respectively of MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC. and

they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said association.

WITNESS my hand and official seal in the County and State last aforesaid this 23RD day of APRIL, 2007.

My Commission Expires:

Dianne M. Racine
NOTARY PUBLIC

Prepared by:
John Seatter President
c/o Benson's, Inc.
12650 Whitehall Drive
Fort Myers, FL 33907

NOTARY PUBLIC-STATE OF FLORIDA
Dianne M. Racine
Commission # DD444936
Expires: JULY 02, 2009
Bonded Thru Atlantic Bonding Co., Inc.

INSTR # 2007000135576, Doc Type RES, Pages 2, Recorded 04/25/2007 at 04:38 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $18.50 Deputy Clerk DMERCIER

CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM AND BY-LAWS

MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY that the following amendment to the Declaration of Condominium and Bylaws of Marina North Shore Condominium Association, Inc. which original Declaration of Condominium and Bylaws for MARINA NORTH SHORE CONDOMINIUM were originally recorded in Official Records Book 1693 beginning at Page 4770 and subsequently amended and recorded in Official Records Book 1710 at page 4736, Book 1753 at page 290, Book 1765 at page 390, Book 1774 at page 2027, Book 1749 at page 450 of Lee County, Florida were duly adopted by the Association membership at the duly noticed member's meeting of the Association on the 21st day of March, 2007. Said amendment to the Declaration of Condominium and By-Laws were passed by a proper percentage of votes of the voting interests of the Association.

AMENDMENT TO DECLARATION OF CONDOMINIUM

Additions indicated by underlining.
Deletions indicated by ~~striking through.~~

IX.
PURPOSE AND USE RESTRICTIONS

Condominium units shall be used and occupied by the respective owners thereof, as private single family residences, for themselves, their families, social guests, and tenants and for no other purpose. ~~This restriction shall not prohibit corporate ownership of a unit nor ownership or rental of a unit to single individuals.~~

In order to provide for a congenial occupation of the condominium and to provide for the protection of the value of the apartments, the use of the property shall be restricted to and be in accordance with the following provisions:

...

I. Leasing. An entire apartment may be rented on a short or long term basis. No lease shall be granted for less than thirty (30) days.

...

IN WITNESS WHEREOF, we have affixed our hands this 23RD day of APRIL, 2007, at Lee County, Florida.

WITNESSES:

Dianne M. Racine

Dianne M. Racine

MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

BY: X John Seatter
John Seatter, PRESIDENT

ATTEST:

X Frank Yanco
Frank Yanco, SECRETARY

STATE OF FLORIDA:
COUNTY OF LEE:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared John Seatter and Frank Yanco, well known to me to be the President and Secretary respectively of MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC. and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said association.

WITNESS my hand and official seal in the County and State last aforesaid this 23RD day of APRIL, 2007.

Dianne M. Racine
NOTARY PUBLIC

My Commission Expires:

Prepared by:
John Seatter President
c/o Benson's, Inc.
12650 Whitehall Drive
Fort Myers, FL 33907

NOTARY PUBLIC-STATE OF FLORIDA
Dianne M. Racine
Commission #DD444936
Expires: JULY 02, 2009
Bonded Thru Atlantic Bonding Co., Inc.

INSTR # 2008000078419, Doc Type RES, Pages 2, Recorded 03/25/2008 at 01:52 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $18.50 Deputy Clerk VBADKE

CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM AND BY-LAWS

MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC.

WE HEREBY CERTIFY that the following amendment to the Declaration of Condominium and Bylaws of Marina North Shore Condominium Association, Inc. which original Declaration of Condominium and Bylaws for MARINA NORTH SHORE CONDOMINIUM were originally recorded in Official Records Book 1693 beginning at Page 4770 and subsequently amended and recorded in Official Records Book 1710 at page 4736, Book 1753 at page 290, Book 1765 at page 390, Book 1774 at page 2027, Book 1749 at page 450 of Lee County, Florida were duly adopted by the Association membership at the duly noticed member's meeting of the Association on the 12th day of March, 2008. Said amendment to the Declaration of Condominium and By-Laws were passed by a proper percentage of votes of the voting interests of the Association.

AMENDMENT TO BYLAWS

Additions indicated by underlining.
Deletions indicated by ~~striking through.~~

3. Directors. The affairs of the Association shall be governed by a Board composed of seven (7) Directors. The number of members of the board of Directors may be changed at any time by a majority vote of the existing Board of Directors. All Directors shall be unit owners or the spouse of a unit owner. All officers of a corporation, trustees and/or beneficiaries of a trust, partners of a partnership, or other such owner shall be deemed to be members so as to be eligible for Board membership. All directors will be elected for a two (2) year term. It is the intention of these By-Laws that a staggered Directorate be maintained. To implement and maintain a staggered Directorate the Board may hold seats in future elections open for one or two year terms, when necessary or appropriate. In such cases, those receiving the higher number of votes shall be elected to the longer terms and when no election is held, the decision shall be made by agreement of the affected parties, or by lot. At the 1997 annual meeting, two candidates will be elected for a one year term, three candidates will be elected for a two year term, and two candidates will be elected for a three year term, as provided above, to initially stagger the directors' seats. The terms "Board", "Board of Directors", and "Board of Administration" are synonymous.

IN WITNESS WHEREOF, we have affixed our hands this 12TH day of March, 2008, at Lee County, Florida.

WITNESSES:

Dianne M. Racine

Dianne M. Racine

MARINA NORTH SHORE
CONDOMINIUM ASSOCIATION, INC.

BY: John S. Seatter
JOHN S. SEATTER, PRESIDENT

ATTEST: Charles F. Yanco
CHARLES F. YANCO, SECRETARY

STATE OF FLORIDA:
COUNTY OF LEE:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared JOHN S. SEATTER and CHARLES F. YANCO, well known to me to be the President and Secretary respectively of MARINA NORTH SHORE CONDOMINIUM ASSOCIATION, INC. and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said association.

12TH WITNESS my hand and official seal in the County and State last aforesaid this day of March, 2008.

My Commission Expires:

Dianne M. Racine
NOTARY PUBLIC

Prepared by:
JOHN SEATTER, President
c/o Benson's, Inc.
12650 Whitehall Drive
Fort Myers, FL 33907

NOTARY PUBLIC-STATE OF FLORIDA
Dianne M. Racine
Commission #DD444936
Expires: JULY 02, 2009
Bonded Thru Atlantic Bonding Co., Inc.

CONDOMINIUM PLAT BOOK 8 PAGE 257

SURVEYOR'S PLAT, EXHIBIT "F" TO CONDOMINIUM DECLARATION OF

MARINA NORTH SHORE CONDOMINIUM

Phase I

Sheet 1 of 2

BUILDING 2

MARINA NORTH SHORE - Phase 1

DESCRIPTION

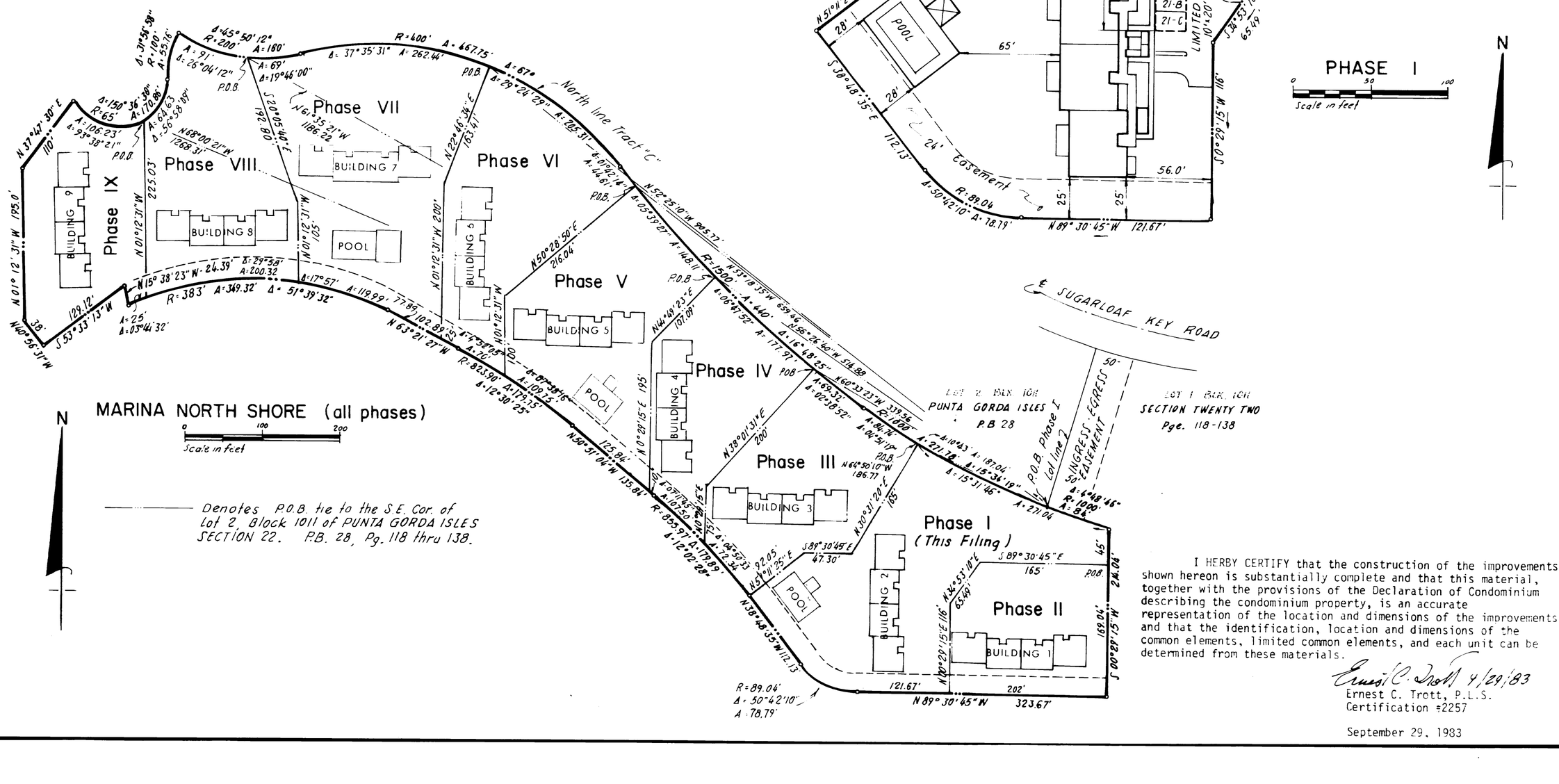
A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE S.E. CORNER OF LOT 2, BLOCK 1011 OF SAID SECTION 22, SAID S.E. CORNER ALSO LYING ON THE NORTH LINE OF TRACT 'C' RUN SOUTHEASTERLY ALONG THE SAID NORTH LINE, THROUGH A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 04°48'46" AND A CHORD BEARING OF S72°36'03"E; THENCE RUN ALONG SAID CURVE 84.00 FEET; THENCE RUN S 00°29'15"W 45 FEET: THENCE N 89°30'45"W, 165 FEET: THENCE S 34°53'10"W, 65.49 FEET; THENCE S 00°29'15"W, 116 FEET TO A POINT LYING 1 FOOT MORE OR LESS NORTH OF AN EXISTING CONCRETE SEAWALL; THENCE RUN ALONG A LINE PARALLEL TO AND 1 FOOT NORTH OF SAID SEAWALL THE FOLLOWING COURSES; N 89°30'45"W 121.67 FEET TO THE P.C. OF A CURVE TO THE RIGHT HAVING A RADIUS OF 89.04 FEET, A CENTRAL ANGLE OF 50°42'10" AND A CHORD BEARING OF N 64°09'40"W; THENCE RUN ALONG SAID CURVE 78.79 FEET; THENCE RUN N 38°48'35"W 112.13 FEET TO THE POINT OF DEPARTURE FROM SAID 1 FOOT LINE ADJACENT TO THE EXISTING SEAWALL; THENCE N 51°11'25"E; 92.05 FEET: THENCE S 89°30'45"E, 47.30 FEET; THENCE ALONG LINE RADIAL TO THE NEXT DESCRIBED CURVE, N 30°31'20"E, 165 FEET TO A POINT ON A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1000 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 10°43'00" FOR 187.04 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 22 EAST AND CONTAINING 1.53 ACRES MORE OR LESS.

TOGETHER WITH

A NON EXCLUSIVE 50 FEET EASEMENT LYING IMMEDIATELY EAST OF, ADJACENT TO, AND RUNNING PARALLEL WITH AND CONTIGUOUS TO THE EAST LOT LINE OF THE ABOVE MENTIONED LOT 2 FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, CATV AND UTILITIES AND INGRESS- EGRESS.

AND

SUBJECT TO A 24 FEET WIDE EASEMENT LYING NORTHERLY OF, CONTIGUOUS TO AND PARALLEL WITH THE SOUTHERNMOST BOUNDARY DESCRIBED ABOVE AS RECORDED IN O.R. 1537, PG. 226 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.



I HERBY CERTIFY that the construction of the improvements shown hereon is substantially complete and that this material, together with the provisions of the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and each unit can be determined from these materials.

Ernest C. Trott 4/29/83

Ernest C. Trott, P.L.S.
Certification #2257

September 29, 1983

CONDOMINIUM PLAT BOOK 8 PAGE 258

SURVEYOR'S PLAT, EXHIBIT "F" TO CONDOMINIUM DECLARATION OF

MARINA NORTH SHORE CONDOMINIUM

Phase I

Sheet 2 of 2

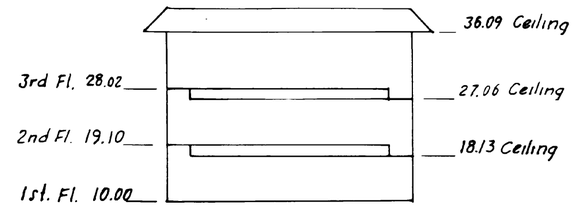
NOTES:

1. BEARINGS SHOWN ARE TAKEN FROM PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138, LEE COUNTY, FLORIDA.
2. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
3. ALL EXTERIOR WALLS ARE 0.67 FEET (8") THICK UNLESS OTHERWISE SHOWN.
4. ALL INTERIOR DIVIDING WALLS ARE 0.67 FEET (8") THICK.
5. ALL ANGLES OF ALL BUILDINGS AND UNITS, UNLESS OTHERWISE SHOWN HEREON ARE RIGHT ANGLES.
6. ALL TIES FOR BUILDING LOCATIONS ARE 90° TO THE BOUNDARY LINE.
7. OWNERSHIP OF UNITS EXTENDS FROM THE PLANE OF UNFINISHED PERIMETER WALL TO THE PLANE OF THE UNFINISHED PERIMETER WALL AND FROM THE PLANE OF THE UNFINISHED FLOOR TO THE PLANE OF THE UNDECORATED FINISHED CEILING, ALL AS INDICATED HEREON. PORCHES AND PATIOS ARE PART OF THE UNITS AND OWNERSHIP OF THE SAME EXTENDS FROM THE PLANE OF THE INSIDE SURFACE OF RAILINGS OR PARAPETS AS SHOWN HEREON AND FROM THE PLANE OF THE UNFINISHED FLOOR TO THE UNDECORATED FINISHED CEILING ELEVATION OF THE UNIT. NOT WITHSTANDING THE FOREGOING, THE ACTUAL LOCATION OF THE UNIT AS THE SAME MAY EXIST FROM TIME TO TIME SHALL GOVERN.
8. ALL LANDS AND IMPROVEMENTS NOT PART OF THE UNITS ARE COMMON ELEMENTS, OR LIMITED COMMON ELEMENTS AS INDICATED ON SHEET 1.

10 5 0 10

SCALE in FEET

Unit Boundary Elevations



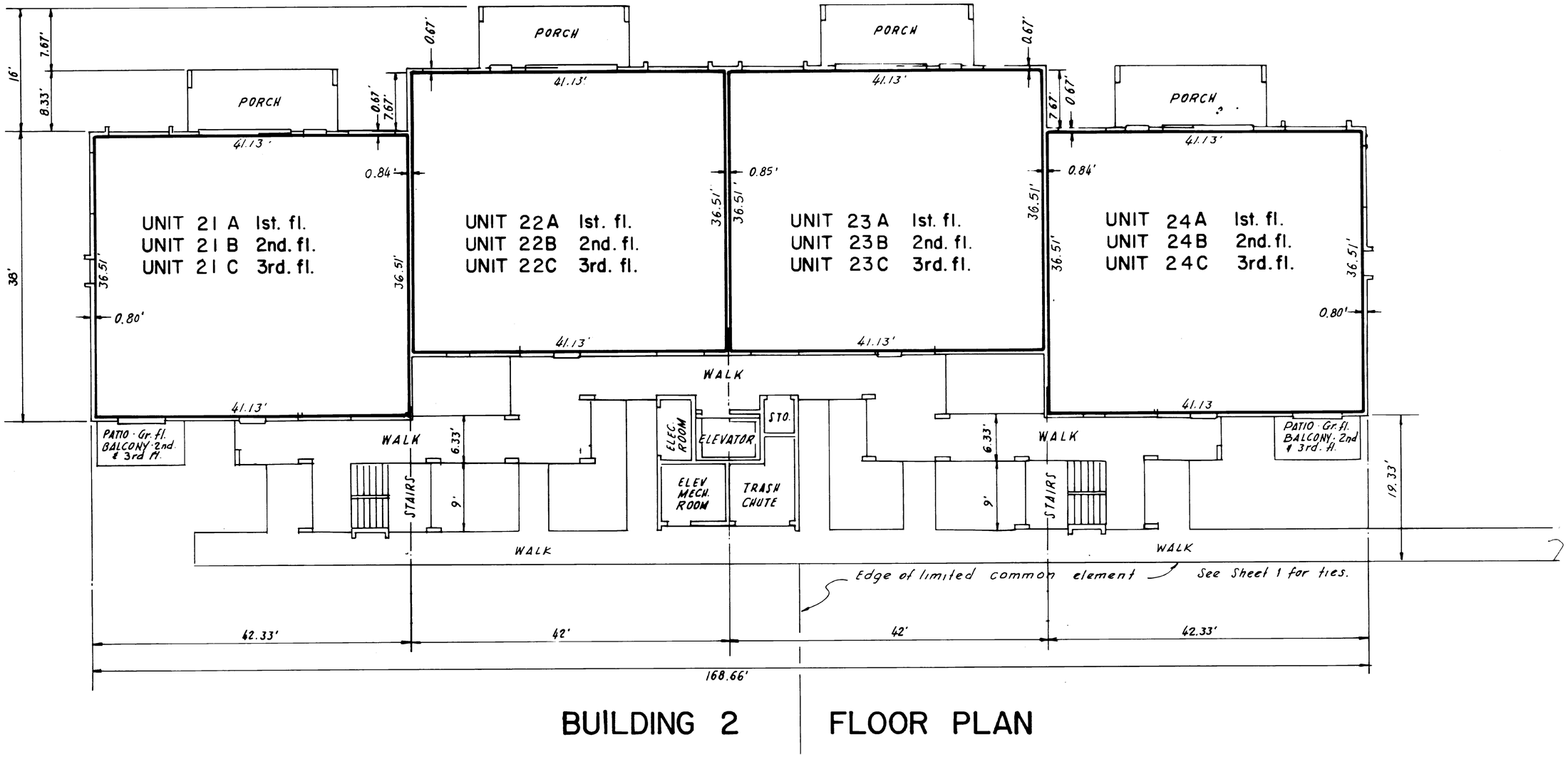
SURVEYOR'S CERTIFICATE

PHASE I ONLY

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS AS DESCRIBED HEREIN IS SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

Ernest C Trott 9/29/83

ERNEST C. TROTT, P.L.S.
CERTIFICATE #2257



BUILDING 2 | FLOOR PLAN

Total number of units = 12

CONDOMINIUM PLAT BOOK 9 PAGE 1

SURVEYOR'S PLAT, EXHIBIT "F" TO CONDOMINIUM DECLARATION OF

MARINA NORTH SHORE CONDOMINIUM

Off BK 1710 Pg 4736

Phase II

Sheet 1 of 2

BUILDING 1

DESCRIPTION

A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE S.E. CORNER OF LOT 2, BLOCK 1011 OF SAID SECTION 22, SAID S.E. CORNER ALSO LYING ON THE NORTH LINE OF TRACT "C" RUN SOUTHEASTERLY ALONG THE SAID NORTH LINE, THROUGH A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 04°48'46" AND A CHORD BEARING OF S72°36'03"E; THENCE RUN ALONG SAID CURVE 84.00 FEET; THENCE S 00°29'15"W 45 FEET: TO THE POINT OF BEGINNING: THENCE CONTINUE S 00°29'15"W, 169.04 FEET TO A POINT LYING 1 FOOT MORE OR LESS NORTH OF AN EXISTING CONCRETE SEAWALL; THENCE RUN ALONG A LINE PARALLEL TO AND 1 FOOT NORTH OF SAID SEAWALL N 89°30'45"W 202.00 FEET TO THE POINT OF DEPARTURE FROM SAID 1 FOOT ADJACENT TO THE EXISTING SEAWALL; THENCE N 00°29'15"E, 116.00 FEET: THENCE N 34°53'10"E, 65.49 FEET: THENCE S 89°30'45"E, 155.00 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 22 EAST AND CONTAINING 0.76 ACRES MORE OR LESS:

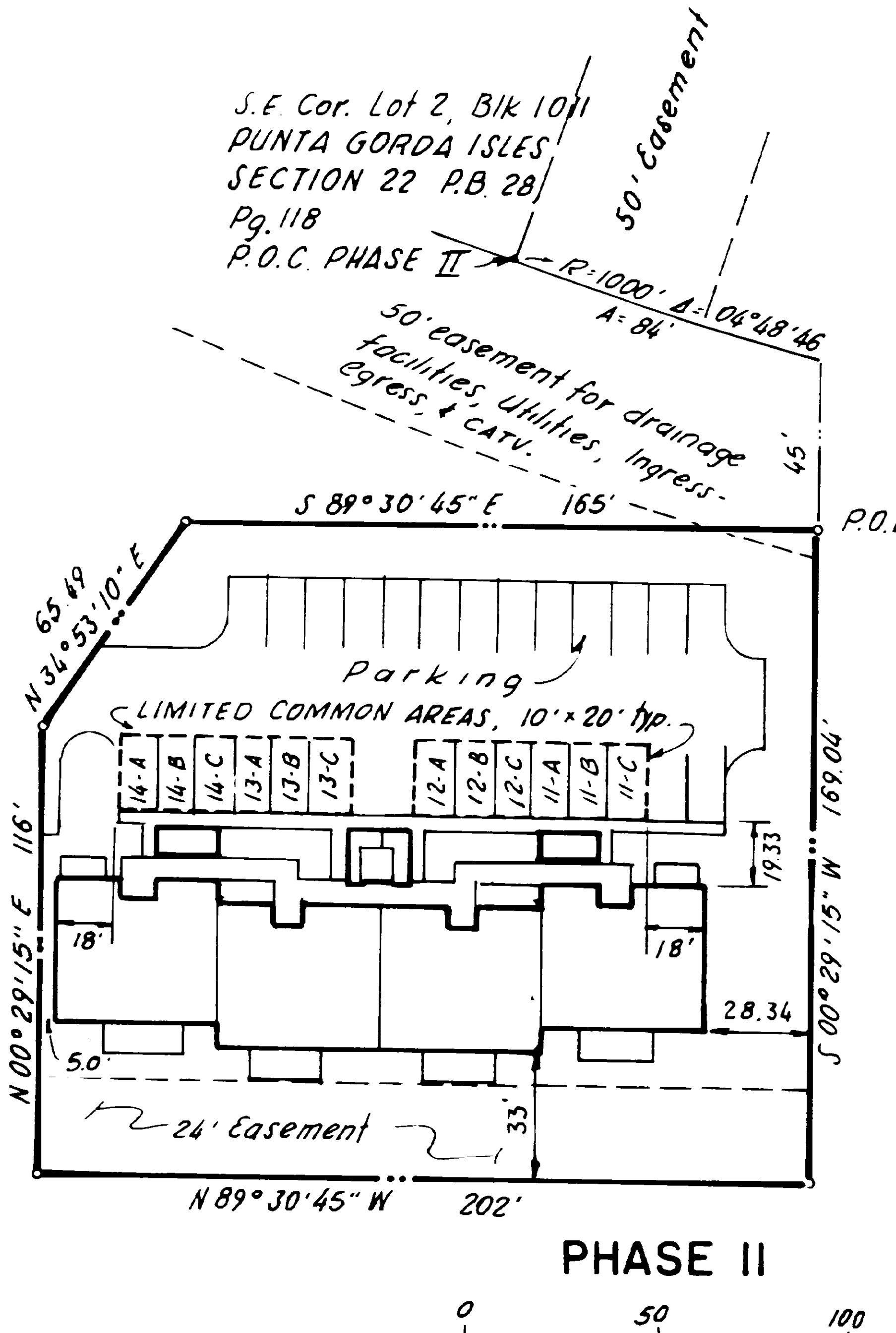
TOGETHER WITH

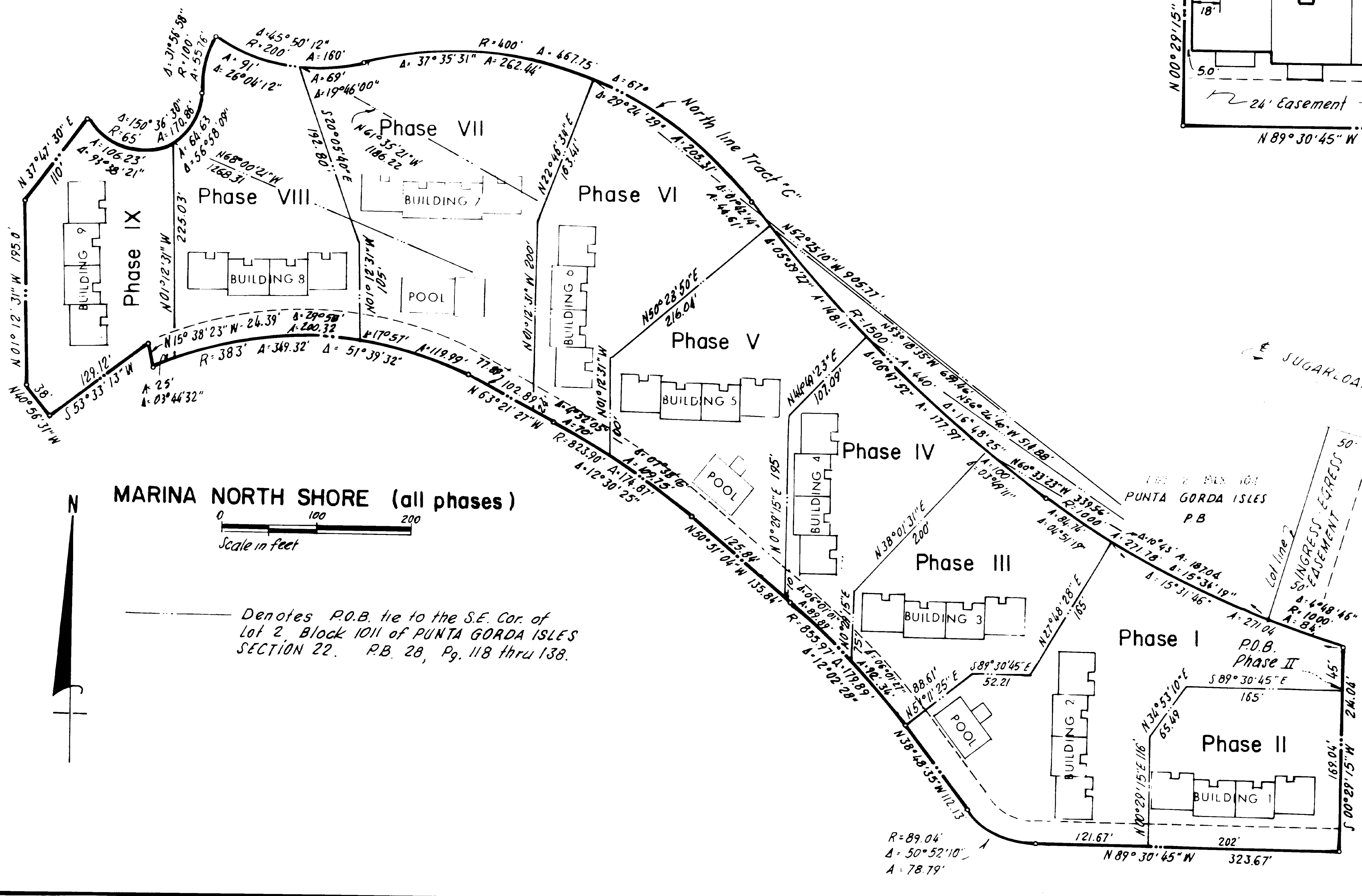
A NON EXCLUSIVE 50 FOOT EASEMENT LYING IMMEDIATELY EAST OF, ADJACENT TO, AND RUNNING PARALLEL WITH AND CONTIGUOUS TO THE EAST LOT LINE OF THE ABOVE MENTIONED LOT 2 FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND UTILITIES AND INGRESS-EGRESS.

AND

SUBJECT TO A 24 FOOT WIDE EASEMENT LYING NORTHERLY OF, CONTIGUOUS TO AND PARALLEL WITH THE SOUTHERNMOST BOUNDARY DESCRIBED ABOVE.

RECORDED IN O.R. 1537, P. 226, LEE COUNTY, FLORIDA.





I HEREBY CERTIFY that the construction of the improvements shown hereon is substantially complete and that this material, together with the provisions of the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements, limited common elements, and each unit can be determined from these materials.

Ernest C. Trott, P.L.S.
Certification #2257

January 16, 1984

2-8-84

CONDOMINIUM PLAT BOOK 9 PAGE 2

SURVEYOR'S PLAT, EXHIBIT "F" TO CONDOMINIUM DECLARATION OF

MARINA NORTH SHORE CONDOMINIUM

Off BR 1710 Pg 4736

Phase II

Sheet 2 of 2

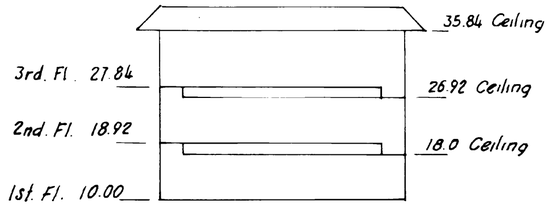
NOTES:

1. BEARINGS SHOWN ARE TAKEN FROM PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138, LEE COUNTY, FLORIDA.
2. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
3. ALL EXTERIOR WALLS ARE 0.67 FEET (8") THICK UNLESS OTHERWISE SHOWN.
4. ALL INTERIOR DIVIDING WALLS ARE 0.67 FEET (8") THICK.
5. ALL ANGLES OF ALL BUILDINGS AND UNITS, UNLESS OTHERWISE SHOWN HEREON ARE RIGHT ANGLES.
6. ALL TIES FOR BUILDING LOCATIONS ARE 90° TO THE BOUNDARY LINE.
7. OWNERSHIP OF UNITS EXTENDS FROM THE PLANE OF UNFINISHED PERIMETER WALL TO THE PLANE OF THE UNFINISHED PERIMETER WALL AND FROM THE PLANE OF THE UNFINISHED FLOOR TO THE PLANE OF THE UNDECORATED FINISHED CEILING, ALL AS INDICATED HEREON. PORCHES AND PATIOS ARE PART OF THE UNITS AND OWNERSHIP OF THE SAME EXTENDS FROM THE PLANE OF THE INSIDE SURFACE OF RAILINGS OR PARAPETS AS SHOWN HEREON AND FROM THE PLANE OF THE UNFINISHED FLOOR TO THE UNDECORATED FINISHED CEILING ELEVATION OF THE UNIT. NOT WITHSTANDING THE FOREGOING, THE ACTUAL LOCATION OF THE UNIT AS THE SAME MAY EXIST FROM TIME TO TIME SHALL GOVERN.
8. ALL LANDS AND IMPROVEMENTS NOT PART OF THE UNITS ARE COMMON ELEMENTS. OR LIMITED COMMON ELEMENTS AS INDICATED ON SHEET 1.

10 5 0 10

SCALE in FEET

Unit Boundary Elevations

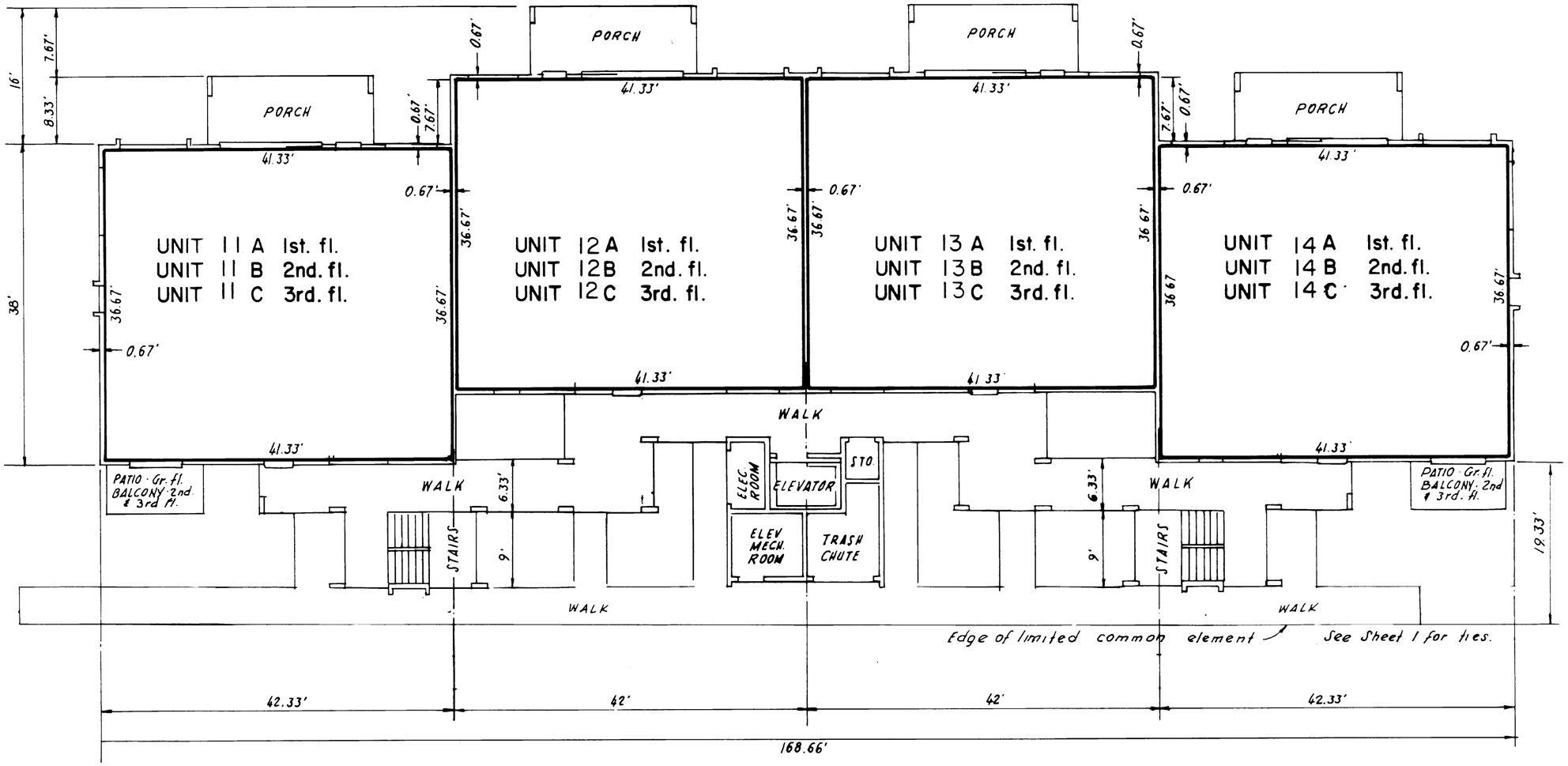


SURVEYOR'S CERTIFICATE

PHASE ONLY

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS AS DESCRIBED HEREIN IS SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

ERNEST C. TROTT, P.L.S.
CERTIFICATE #2257



BUILDING 1 FLOOR PLAN

Total number of units = 12

CONDOMINIUM PLAT BOOK 10 PAGE 42

SURVEYOR'S PLAT, EXHIBIT "F" TO CONDOMINIUM DECLARATION OF

MARINA NORTH SHORE CONDOMINIUM

Phase III

Sheet 1 of 2

BUILDING 3

A PORTION OF TRACT "C" OF PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLATBOOK 28, PAGES 118 THROUGH 138 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

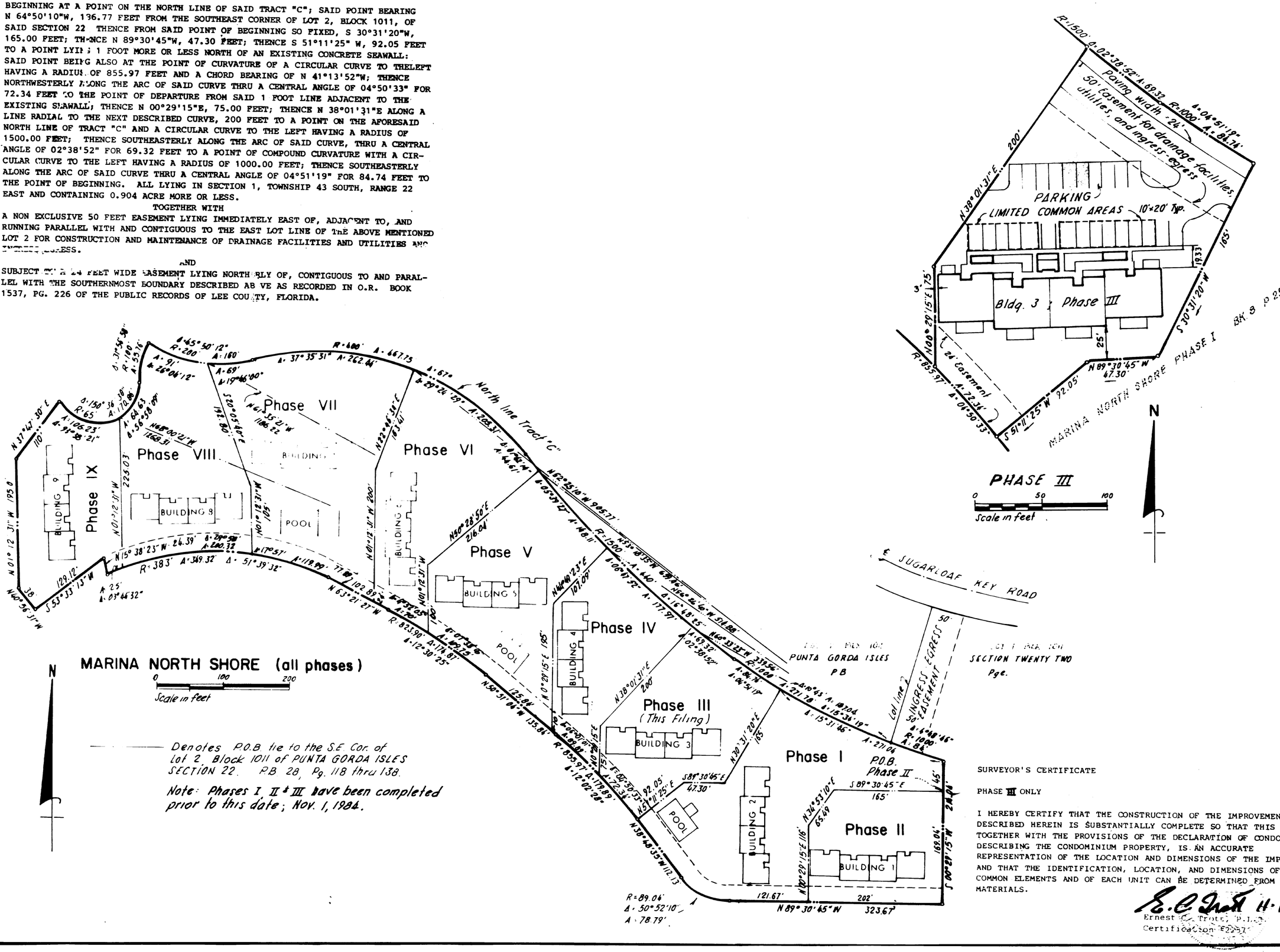
BEGINNING AT A POINT ON THE NORTH LINE OF SAID TRACT "C"; SAID POINT BEARING N 64°50'10"W, 196.77 FEET FROM THE SOUTHEAST CORNER OF LOT 2, BLOCK 1011, OF SAID SECTION 22 THENCE FROM SAID POINT OF BEGINNING SO FIXED, S 30°31'20"W, 165.00 FEET; THENCE N 89°30'45"W, 47.30 FEET; THENCE S 51°11'25" W, 92.05 FEET TO A POINT LYING 1 FOOT MORE OR LESS NORTH OF AN EXISTING CONCRETE SEAWALL: SAID POINT BEING ALSO AT THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THELEFT HAVING A RADIUS OF 855.97 FEET AND A CHORD BEARING OF N 41°13'52"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 04°50'33" FOR 72.34 FEET TO THE POINT OF DEPARTURE FROM SAID 1 FOOT LINE ADJACENT TO THE EXISTING SEAWALL; THENCE N 00°29'15"E, 75.00 FEET; THENCE N 38°01'31"E ALONG A LINE RADIAL TO THE NEXT DESCRIBED CURVE, 200 FEET TO A POINT ON THE AFORESAID NORTH LINE OF TRACT "C" AND A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1500.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 02°38'52" FOR 69.32 FEET TO A POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1000.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 04°51'19" FOR 84.74 FEET TO THE POINT OF BEGINNING. ALL LYING IN SECTION 1, TOWNSHIP 43 SOUTH, RANGE 22 EAST AND CONTAINING 0.904 ACRE MORE OR LESS.

TOGETHER WITH

A NON EXCLUSIVE 50 FEET EASEMENT LYING IMMEDIATELY EAST OF, ADJACENT TO, AND RUNNING PARALLEL WITH AND CONTIGUOUS TO THE EAST LOT LINE OF THE ABOVE MENTIONED LOT 2 FOR CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND UTILITIES AND INGRESS-EGRESS.

AND

SUBJECT TO A 24 FEET WIDE EASEMENT LYING NORTHERLY OF, CONTIGUOUS TO AND PARALLEL WITH THE SOUTHERNMOST BOUNDARY DESCRIBED ABOVE AS RECORDED IN O.R. BOOK 1537, PG. 226 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.



SURVEYOR'S CERTIFICATE

PHASE III ONLY

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS AS DESCRIBED HEREIN IS SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

E. C. Trott 11-1-84

Ernest C. Trott, P.L.S.
Certification #2257

CONDOMINIUM PLAT BOOK 10 PAGE 43

SURVEYOR'S PLAT, EXHIBIT "F" TO CONDOMINIUM DECLARATION OF

MARINA NORTH SHORE CONDOMINIUM

Phase III

Sheet 2 of 2

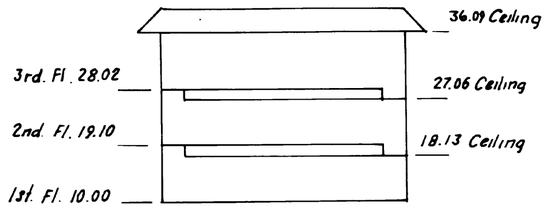
NOTES:

1. BEARINGS SHOWN ARE TAKEN FROM PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138, LEE COUNTY, FLORIDA.
2. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
3. ALL EXTERIOR WALLS ARE 0.67 FEET (8") THICK UNLESS OTHERWISE SHOWN.
4. ALL INTERIOR DIVIDING WALLS ARE 0.67 FEET (8") THICK.
5. ALL ANGLES OF ALL BUILDINGS AND UNITS, UNLESS OTHERWISE SHOWN HEREON ARE RIGHT ANGLES.
6. ALL TIES FOR BUILDING LOCATIONS ARE 90° TO THE BOUNDARY LINE.
7. OWNERSHIP OF UNITS EXTENDS FROM THE PLANE OF UNFINISHED PERIMETER WALL TO THE PLANE OF THE UNFINISHED PERIMETER WALL AND FROM THE PLANE OF THE UNFINISHED FLOOR TO THE PLANE OF THE UNDECORATED FINISHED CEILING, ALL AS INDICATED HEREON. PORCHES AND PATIOS ARE PART OF THE UNITS AND OWNERSHIP OF THE SAME EXTENDS FROM THE PLANE OF THE INSIDE SURFACE OF RAILINGS OR PARAPETS AS SHOWN HEREON AND FROM THE PLANE OF THE UNFINISHED FLOOR TO THE UNDECORATED FINISHED CEILING ELEVATION OF THE UNIT. NOT WITHSTANDING THE FOREGOING, THE ACTUAL LOCATION OF THE UNIT AS THE SAME MAY EXIST FROM TIME TO TIME SHALL GOVERN.
8. ALL LANDS AND IMPROVEMENTS NOT PART OF THE UNITS ARE COMMON ELEMENTS. OR LIMITED COMMON ELEMENTS AS INDICATED ON SHEET 1.

10 5 0 10

SCALE in FEET

Unit Boundary Elevations



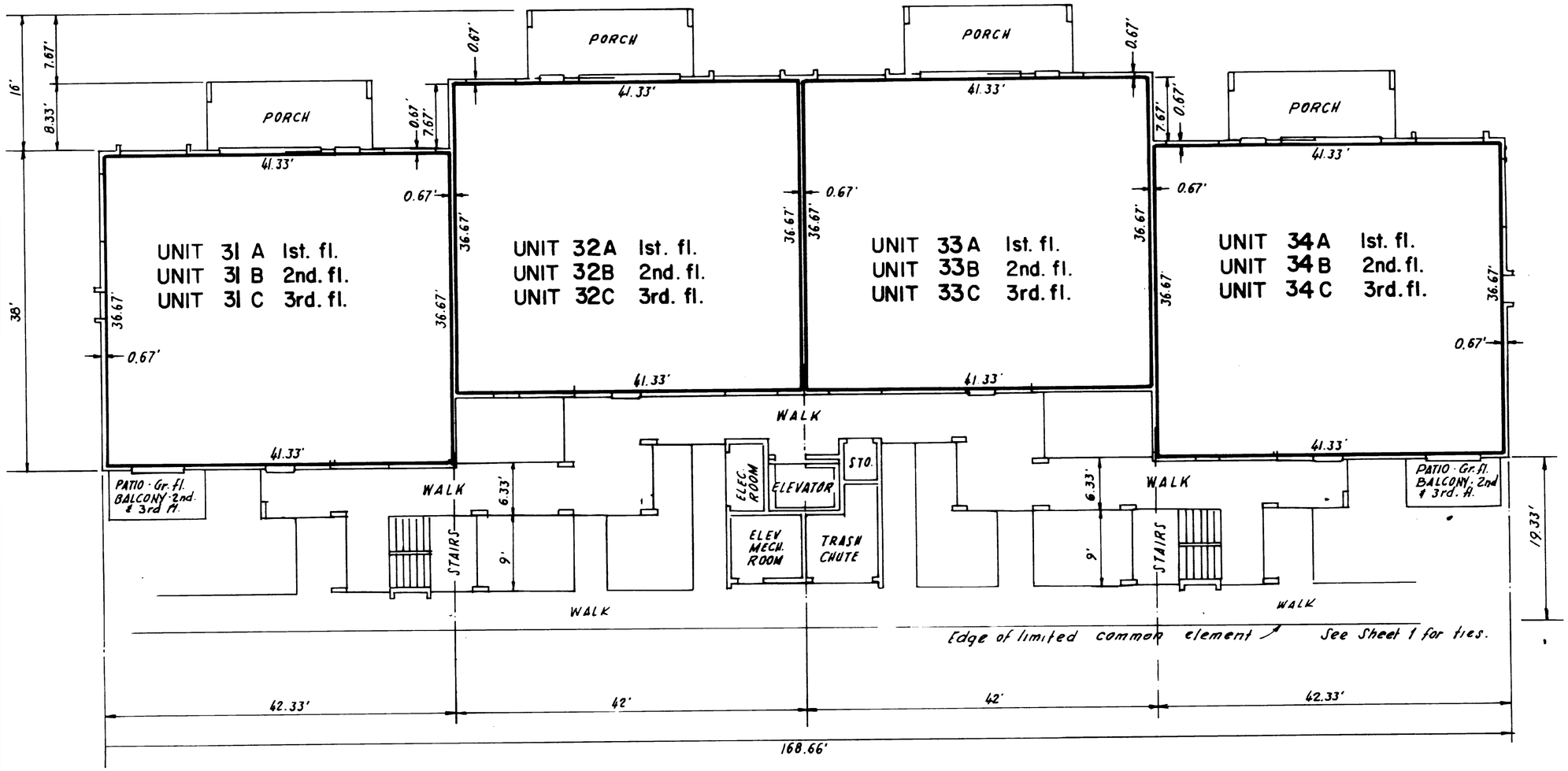
SURVEYOR'S CERTIFICATE

PHASE III ONLY

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS AS DESCRIBED HEREIN IS SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

Ernest C. Trott

ERNEST C. TROTT, P.L.S.
CERTIFICATE #2257



BUILDING 3 FLOOR PLAN

Total number of units = 12

CONDOMINIUM PLAT BOOK 10 PAGE 74

SURVEYOR'S PLAT, EXHIBIT "F" TO CONDOMINIUM DECLARATION OF
MARINA NORTH SHORE CONDOMINIUM
Phase IV

Sheet 1 of 2

BUILDING 4

MARINA NORTH SHORE CONDOMINIUM - PHASE IV

LEGAL DESCRIPTION

A portion of Tract "C" of Punta Gorda Isles Section 22 as recorded in Plat Book 28, Page 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

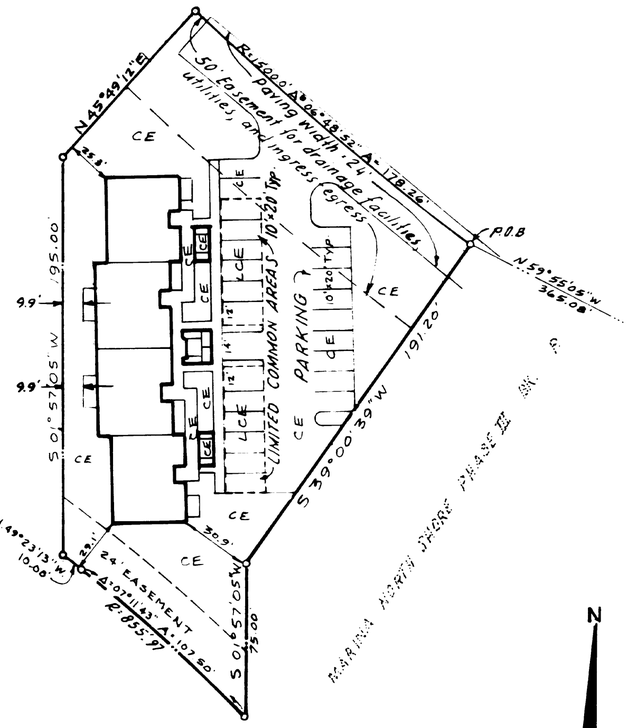
Commencing at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C", run North 59°55'05" West, 365.08 feet to the Point of Beginning; said Point of Beginning being also on the North line of said Tract "C"; thence from said Point of Beginning so fixed, South 39°00'39" East, 191.20 feet; thence South 01°57'05" West, 75 feet to a point lying 1 foot more or less North of an existing concrete seawall; said point being also on a circular curve with a center point bearing South 47°48'31" West with a radius of 855.97 feet; thence Northwesterly to the left along the arc of said curve thru a central angle of 07°11'45" for 107.50 feet to a point of tangency; thence North 49°23'14" West, parallel to and 1 foot North of said seawall, 10 feet; thence North 01°57'05" East, 195 feet; thence North 45°49'12" East, along a line radial to the next described curve, 96.69 feet to a point on a circular curve concave to the Northeast and having a radius of 1500 feet; thence Southeasterly along said curve to the left thru a central angle of 06°48'32" for 178.26 feet to the Point of Beginning, all lying in Section 1, Township 43 South, Range 22 East, and containing 0.873 acres, more or less.

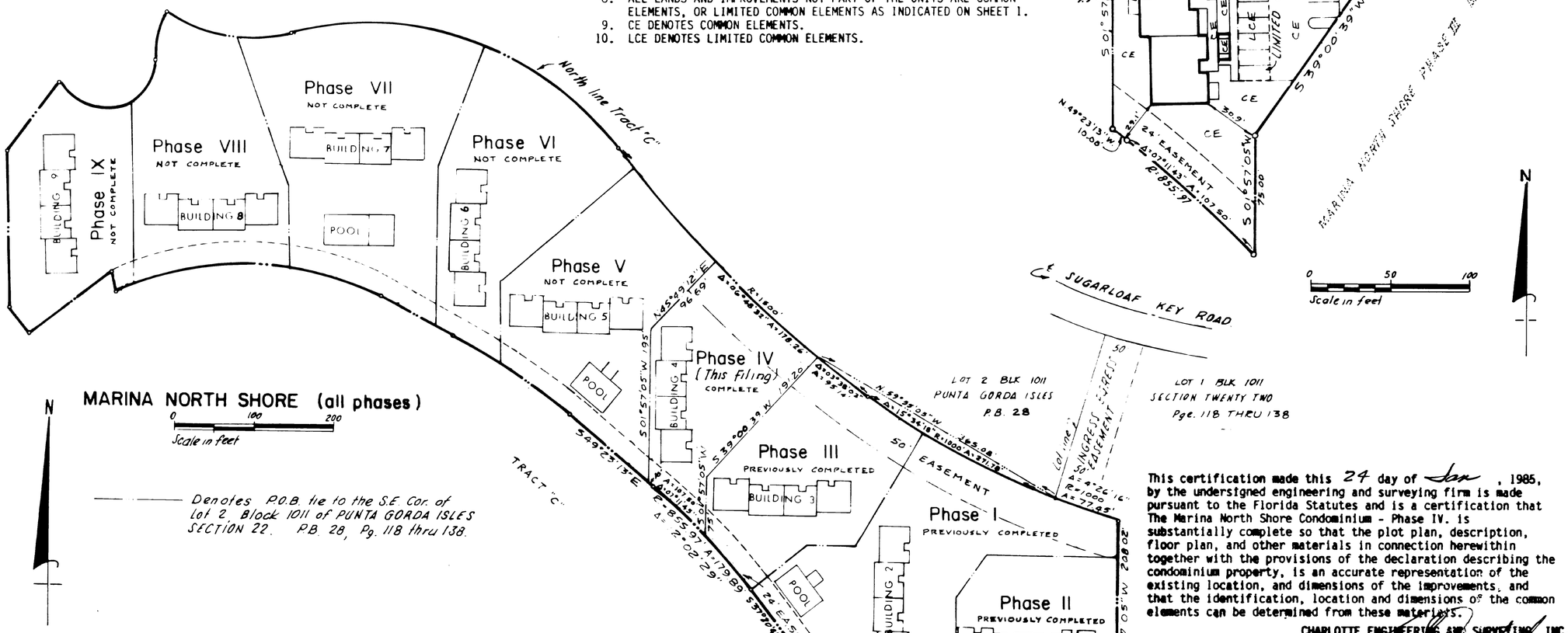
TOGETHER WITH:
A non exclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities, cable TV and utilities and ingress-egress.

AND
Subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southern most boundary described above as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

NOTES:

1. BEARINGS SHOWN ARE TAKEN FROM PUNTA GORDA ISLES SECTION 22 AS RECORDED IN PLAT BOOK 28, PAGES 118 THROUGH 138, LEE COUNTY, FLORIDA.
2. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
3. ALL EXTERIOR WALLS ARE 0.67 FEET (8") THICK UNLESS OTHERWISE SHOWN.
4. ALL INTERIOR DIVIDING WALLS ARE 0.67 FEET (8") THICK.
5. ALL ANGLES OF ALL BUILDINGS AND UNITS, UNLESS OTHERWISE SHOWN HEREON ARE RIGHT ANGLES.
6. ALL TIES FOR BUILDING LOCATIONS ARE 90° TO THE BOUNDARY LINE.
7. OWNERSHIP OF UNITS EXTENDS FROM THE PLANE OF UNFINISHED PERIMETER WALL TO THE PLANE OF THE UNFINISHED PERIMETER WALL AND FROM THE PLANE OF THE UNFINISHED FLOOR TO THE PLANE OF THE UNDECORATED FINISHED CEILING, ALL AS INDICATED HEREON. PORCHES AND PATIOS ARE PART OF THE UNITS AND OWNERSHIP OF THE SAME EXTENDS FROM THE PLANE OF THE INSIDE SURFACE OF RAILINGS OF PARAPETS AS SHOWN HEREON AND FROM THE PLANE OF THE UNFINISHED FLOOR TO THE UNDECORATED FINISHED CEILING ELEVATION OF THE UNIT. NOT WITHSTANDING THE FOREGOING, THE ACTUAL LOCATION OF THE UNIT AS THE SAME MAY EXIST FROM TIME TO TIME SHALL GOVERN.
8. ALL LANDS AND IMPROVEMENTS NOT PART OF THE UNITS ARE COMMON ELEMENTS, OR LIMITED COMMON ELEMENTS AS INDICATED ON SHEET 1.
9. CE DENOTES COMMON ELEMENTS.
10. LCE DENOTES LIMITED COMMON ELEMENTS.





This certification made this 24 day of Jan, 1985, by the undersigned engineering and surveying firm is made pursuant to the Florida Statutes and is a certification that The Marina North Shore Condominium - Phase IV. is substantially complete so that the plot plan, description, floor plan, and other materials in connection herewithin together with the provisions of the declaration describing the condominium property, is an accurate representation of the existing location, and dimensions of the improvements, and that the identification, location and dimensions of the common elements can be determined from these materials.

CHARLOTTE ENGINEERING AND SURVEYING, INC.

David M. Singletary
Registered Land Surveyor
No. 3647
State of Florida
1-24-85

CHARLOTTE ENGINEERING & SURVEYING INC
CIVIL ENGINEERS · LAND SURVEYORS · PLANNERS
LAND DEVELOPMENT CONSULTANTS
1625 W. Marion Ave, Suite 2, Punta Gorda, Fl. 33950 · (813) 639 - 4168

CONDOMINIUM PLAT BOOK 10 PAGE 25

SURVEYOR'S PLAT, EXHIBIT "F" TO CONDOMINIUM DECLARATION OF

MARINA NORTH SHORE CONDOMINIUM

Phase IV

Sheet 2 of 2

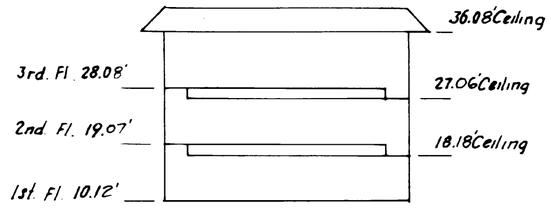
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2. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
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8. ALL LANDS AND IMPROVEMENTS NOT PART OF THE UNITS ARE COMMON ELEMENTS, OR LIMITED COMMON ELEMENTS AS INDICATED ON SHEET 1.
9. CE DENOTES COMMON ELEMENTS.
10. LCE DENOTES LIMITED COMMON ELEMENTS.

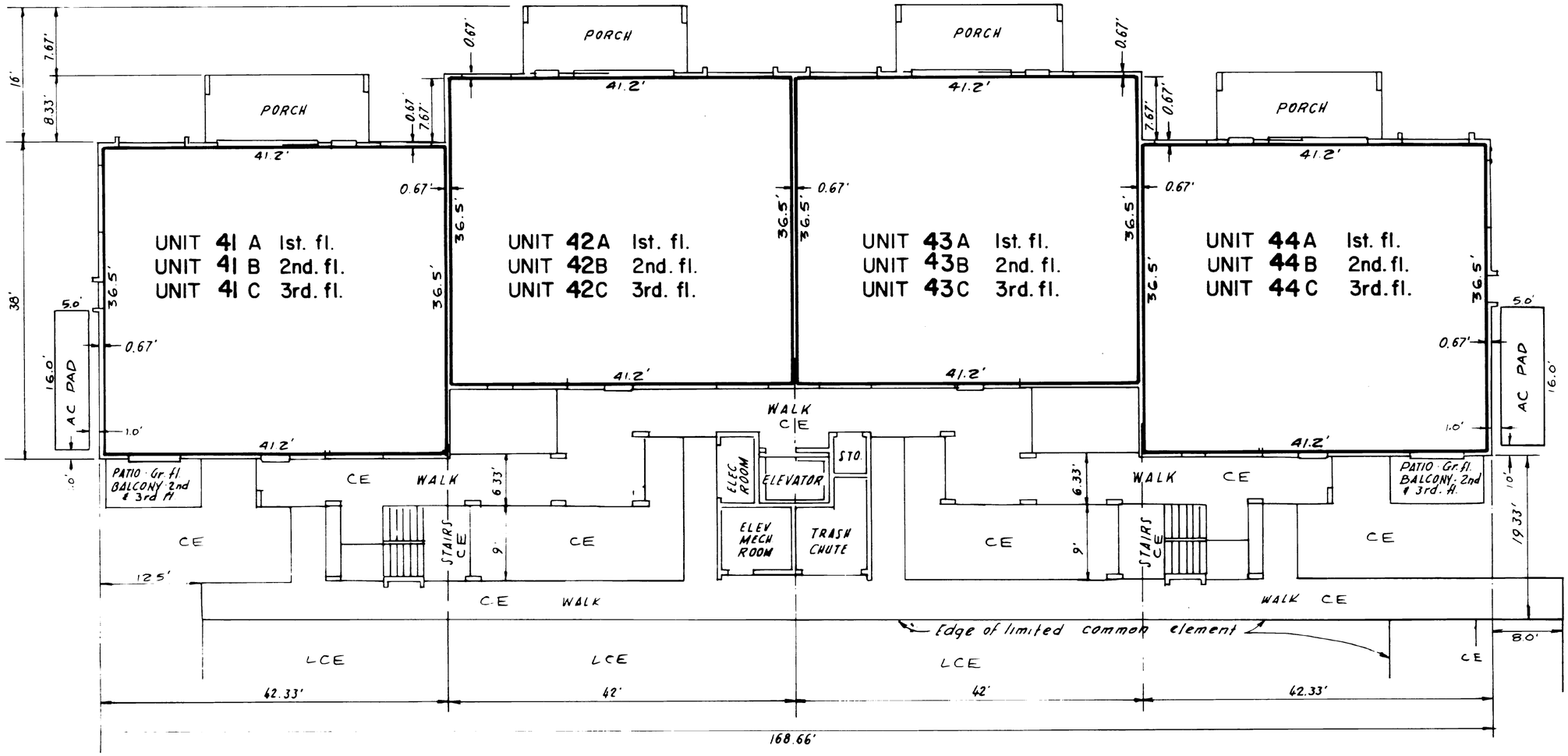
10 5 0 10

SCALE in FEET

Unit Boundary Elevations



NORTH



BUILDING 4 FLOOR PLAN

CHARLOTTE ENGINEERING & SURVEYING INC

CIVIL ENGINEERS · LAND SURVEYORS · PLANNERS
LAND DEVELOPMENT CONSULTANTS

1625 W Marion Ave, Suite 2, Punta Gorda, Fl. 33950 · (813) 639 - 4168

Total number of units = 12

MARINA NORTH SHORE CONDOMINIUM

MARINA NORTH SHORE CONDOMINIUM - PHASE IV

LEGAL DESCRIPTION

A portion of Tract "C" of Punta Gorda Isles Section 22 as recorded in Plat Book 28, Page 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Commencing at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C", run North 59°55'05" West, 365.08 feet to the Point of Beginning; said Point of Beginning being also on the North line of said Tract "C"; thence from said Point of Beginning so fixed, South 39°00'39" East, 191.20 feet; thence South 01°57'05" West, 75 feet to a point lying 1 foot more or less North of an existing concrete seawall; said point being also on a circular curve with a center point bearing South 47°48'31" West with a radius of 855.97 feet; thence Northwesterly to the left along the arc of said curve thru a central angle of 07°11'45" for 107.50 feet to a point of tangency; thence North 49°23'14" West, parallel to and 1 foot North of said seawall, 10 feet; thence North 01°57'05" East, 195 feet; thence North 45°49'12" East, along a line radial to the next described curve, 96.69 feet to a point on a circular curve concave to the Northeast and having a radius of 1500 feet; thence Southeasterly along said curve to the left thru a central angle of 06°48'32" for 178.26 feet to the Point of Beginning, all lying in Section 1, Township 43 South, Range 22 East, and containing 0.873 acres, more or less.

TOGETHER WITH: A non exclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities, cable TV and utilities and ingress-egress.

AND: subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southern most boundary described above as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

MARINA NORTH SHORE CONDOMINIUM - PHASES I THRU III (COMBINED)

LEGAL DESCRIPTION

A portion of Tract "C" of Punta Gorda Isles, Section 22 as recorded in Plat Book 28, Page 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Beginning at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C", said corner also being on a circular curve concave Northeasterly having as elements, a central angle of 04°26'16", a radius of 1,000.00 feet and a chord bearing of South 72°24'50" East; thence Southeasterly along said curve and said North line of Tract "C", a distance of 77.45 feet; thence South 01°57'05" West, a distance of 208.02 feet to a point lying 1 foot more or less North of an existing concrete seawall; thence along a line parallel to and 1 foot Northerly of said seawall the following four courses; North 88°02'55" West, a distance of 323.67 feet to the point of curvature of a circular curve concave Northeasterly having as elements, a central angle of 50°42'10", and a radius of 89.04 feet; thence Northwesterly along said curve a distance of 78.79 feet; thence North 37°20'45" West, a distance of 112.13 feet to the point of curvature of a circular curve concave Southwesterly having as elements, a central angle of 04°50'44", and a radius of 855.97 feet; thence Northwesterly along said curve a distance of 72.39 feet; thence North 01°57'05" East, a distance of 75.00 feet; thence North 39°00'39' East, a distance of 191.20 feet to a point on the Northeasterly line of said Tract "C"; said point being on a circular curve concave Northeasterly having as elements, a central angle of 03°38'03", a radius of 1,500.00 feet, and a chord bearing of South 52°48'22" East; thence Southeasterly along said curve and said North line of Tract "C", a distance of 95.14 feet to the point of compound curvature of a circular curve concave Northeasterly having as elements, a central angle of 15°34'18", a radius of 1,000.00 feet and a chord bearing of South 62°24'33" East; thence Southeasterly along said curve and said North line of Tract "C", a distance of 271.78 feet to the Point of Beginning. All lying in Section 1, Township 43 South, Range 22 East, and containing 3.169 Acres, more or less.

TOGETHER WITH: A non exclusive 50 feet easement lying immediately East of, adjacent to,and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities, cable TV, utilities and ingress/egress.

AND: Subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southernmost boundary described above as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

MARINA NORTH SHORE CONDOMINIUM - OVERALL BOUNDARY

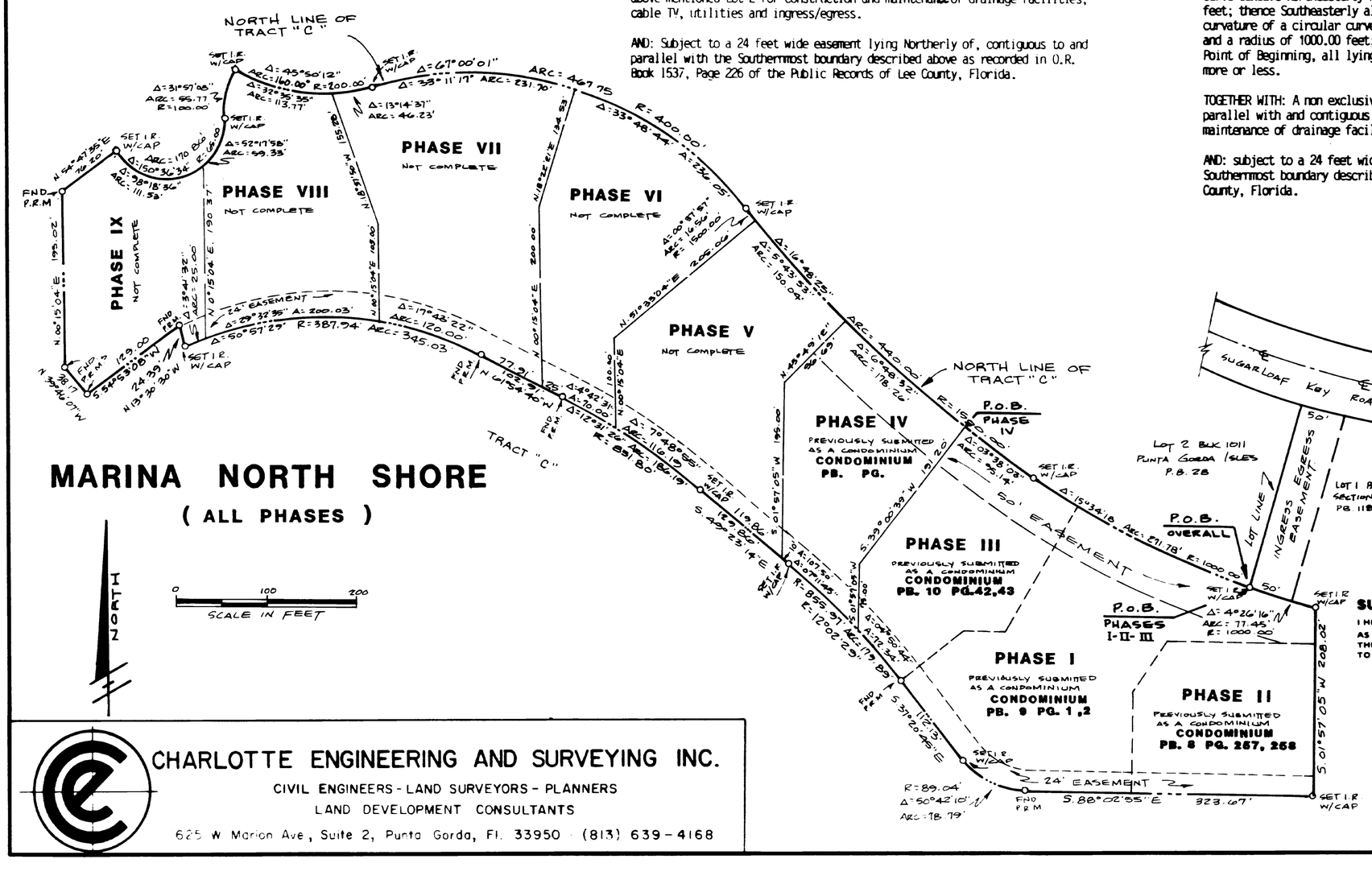
LEGAL DESCRIPTION

A portion of Tract "C" of Punta Gorda Isles, Section 22 as recorded in Plat Book 28, Page 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Beginning at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C", said corner also being on a circular curve concave Northeasterly having as elements, a central angle of 04°26'16", a radius of 1,000.00 feet and a chord bearing of South 72°24'50" East; thence Southeasterly along said curve and said North line of Tract "C", a distance of 77.45 feet; thence South 01°57'05" West, a distance of 208.02 feet to a point lying 1 foot more or less North of an existing concrete seawall; thence along a line parallel to and 1 foot Northerly of said seawall the following eight courses; North 88°02'55" West, a distance of 323.67 feet to the point of curvature of a circular curve concave Northeasterly having as elements, a central angle of 50°42'10" and a radius of 89.04 feet; thence Northwesterly along said curve a distance of 78.79 feet; thence North 37°20'45" West, a distance of 112.13 feet to the point of curvature of a circular curve concave Southwesterly having as elements, a central angle of 12°02'29", and a radius of 855.97 feet; thence Northwesterly along said curve a distance of 179.89 feet; thence North 49°23'14" West, a distance of 129.86 feet to the point of curvature of a circular curve concave Southwesterly having as elements, a central angle of 12°31'26", and a radius of 851.80 feet; thence Northwesterly along said curve a distance of 186.19 feet; thence North 61°54'40" West, a distance of 102.91 feet to the point of curvature of a circular curve concave Southerly having as elements, a central angle of 50°57'29" and a radius of 387.94 feet; thence North 13°30'30" West a distance of 24.39 feet; thence South 54°53'08" West, a distance of 129.00 feet; thence North 39°46'07" West, a distance of 38.17 feet; thence North 00°15'04" East, a distance of 195.02 feet; thence North 54°47'35" East, a distance of 76.20 feet to a point lying on the Northerly line of said Tract "C" said point also lying on a circular curve concave Northerly having as elements, a central angle of 150°36'34", a radius of 65.00 feet and a chord bearing of North 74°22'24" East; thence Southeasterly, Easterly and Northeasterly along said curve a distance of 170.86 feet to the point of reverse curvature of a circular curve concave Easterly having as elements, a central angle of 31°57'08" and a radius of 100.00 feet; thence Northeasterly along said curve a distance of 55.77 feet to a point lying on a circular curve concave Northerly having as elements, a central angle of 45°50'12". a radius of 200.00 feet and chord bearing of South 81°53'50" East; thence Easterly along said curve a distance of 160.00 feet to the point of reverse curvature of circular curve concave Southerly having as elements a central angle of 67°00'01" and a radius of 400.00 feet; thence Easterly and Southeasterly along said curve a distance 467.75 feet to the point of reverse curvature curve concave Northeasterly having as elements, a central angle of 16°48'25" and a radius of 1500.00 feet; thence Southeasterly along said curve a distance of 440.00 feet to the point of compound curvature of a circular curve concave Northeasterly having as elements, a central angle of 15°34'18" and a radius of 1000.00 feet; thence Southeasterly along said curve a distance of 271.78 feet to the Point of Beginning, all lying in Section 1, Township 43 South, Range 22 East, containing 9.53 acres, more or less.

TOGETHER WITH: A non exclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities, cable TV, utilities and ingress/egress.

AND: subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southernmost boundary described as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.



MARINA NORTH SHORE

(ALL PHASES)

SURVEYORS NOTATIONS:

1) IT IS THE SPECIFIC INTENTION OF THIS DOCUMENT TO CORRECT SCRIVNERS ERRORS IN THE LEGAL DESCRIPTIONS OF PREVIOUSLY SUBMITTED CONDOMINIUM DOCUMENTS.
2) PHASE I THRU IV (INCLUSIVE) ARE SUBSTANTIALLY COMPLETE AND HAVE BEEN PREVIOUSLY SUBMITTED TO CONDOMINIUM.
3) BEARINGS ARE BASED ON THE RECORD PLAT OF PUNTA GORDA ISLES SEC. 12, PLAT BOOK 28, PAGE 118 THRU PAGE 138.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEY AS SHOWN HEREON MEETS THE MINIMUM TECHNICAL REQUIREMENTS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS ESTABLISHED PURSUANT TO CHAPTER 21 HH-6 OF THE FLORIDA ADMINISTRATIVE CODE.

DATE OF SURVEY 1-24-85

DATE OF SIGNATURE 1-24-85

DAVID M SINGLETARY
REGISTERED LAND SURVEYOR
NO. 5247
STATE OF FLORIDA

CHARLOTTE ENGINEERING AND SURVEYING INC.
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
LAND DEVELOPMENT CONSULTANTS
625 W Marion Ave, Suite 2, Punta Gorda, Fl. 33950 (813) 639-4168

4608

MARINA NORTH SHORE CONDOMINIUM

MARINA NORTH SHORE CONDOMINIUM - PHASE V

LEGAL DESCRIPTION

A portion of Tract "C" of Punta Gorda Isles Section 22 as recorded in Plat Book 28, Page 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Commencing at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North Line of said Tract "C"; along said Northerly line of Tract "C" the following two courses; said Southeast corner being a point on a circular curve concave Northeasterly having as elements, a central angle of 15°34'18", a radius of 1000.00 feet and a chord bearing of North 62°24'33" West; thence along said curve a distance of 271.78 feet to the point of compound curvature of a circular curve concave Northeasterly having as elements, a central angle of 10°26'35" and a radius of 1500.00 feet; thence Northwesterly along said curve a distance of 273.40 feet to the Point of Beginning; thence South 45°49'12" West, a distance of 96.69 feet; thence South 01°57'05" West, a distance of 195.00 feet to a point lying 1 foot more or less North of an existing concrete seawall; thence along a line parallel to and 1 foot Northerly of said seawall the following two courses; North 49°23'14" West, a distance of 119.86 feet to the point of curvature of a circular curve concave Southwesterly having as elements, a central angle of 07°48'55", and a radius of 851.80 feet; thence Northwesterly along said curve a distance of 116.19 feet; thence North 00°15'04" East, a distance of 100.00 feet; thence North 51°33'04" East, a distance of 205.06 feet to a point on the Northeasterly line of said Tract "C"; said point being an a circular curve concave Northeasterly having as elements, a central angle of 05°43'53", a radius of 1500.00 feet, and a chord bearing of South 41°18'52" East; thence Southeasterly along said curve and said North line of Tract "C", a distance of 150.04 feet to the Point of Beginning. All lying in Section 1, Township 43 South, Range 22 East, and containing 1.164 Acres, more or less.

TOGETHER WITH: A nonexclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance fo drainage facilities, Cable TV, utilities and ingress/egress.

AND: Subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southernmost boundary described above as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

MARINA NORTH SHORE CONDOMINIUM - PHASE VI

LEGAL DESCRIPTION

A portion of Tract "C" of Punta Gorda Isles Section 22 as recorded in Plat Book 28, Page 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Commencing at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C"; thence along said Northerly line of Tract "C' the following two courses; said Southeast corner being a point on a circular curve concave Northeasterly having as elements, a central angle of 15°34'18", a radius of 100.00 feet and a chord bearing of North 62°24'33" West; thence along said curve a distance of 271.78 feet to the point of compound curvature of a circular curve concave Northeasterly having as elements, a central angle of 16°10'28", and a radius of 1500.00 feet; thence Northwesterly along said curve, a distance of 423.44 feet to the Point of Beginning; thence South 51°33'04" West, a distance of 205.06 feet; thence South 00°15'04" West, a distance of 100.00 feet; to a point lying 1 foot more or less North of an existing concrete seawall, said point lying on a circular curve concave Southwesterly having as elements, a central angle of 04°42'31", a radius of 851.80 feet and a chord bearing of North 59°33'24" West; thence Northwesterly, parallel to and 1 foot Northeasterly of said seawall, and along said curve a distance of 70.00 feet; thence North 61°54'40" West, parallel to and 1 foot Northeasterly of said seawall, a distance of 25.00 feet; thence North 00°15'04" East, a distance of 200.00 feet; thence North 18°22'21" East, a distance of 134.53 feet to a point lying on the Northerly line of said Tract "C", said point also lying on a circular curve concave Southwesterly having as elements, a central angle of 33°48'44", a radius of 400.00 feet and a chord bearing of South 54°43'17" East; thence Southeasterly along said curve and along said Northerly line a distance of 236.05 feet to the point of reverse curvature of a circular curve concave Northeasterly having as elements, a central angle of 00°37'57", and a radius of 1500.00 feet; thence Southeasterly along said curve, a distance of 16.56 feet to the Point of Beginning, all lying in Section 1, Township 43 South, Range 22 East, and containing 1.114 Acres, more or less.

TOGETHER WITH: A non exclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities, cable TV and utilities and ingress-egress.

AND: subject ot a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southern most boundary described above as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

CHARLOTTE ENGINEERING AND SURVEYING INC.
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
LAND DEVELOPMENT CONSULTANTS
535 W Marion Ave, Suite 2, Punta Gorda, Fl 33950 (813) 639-4168

MARINA NORTH SHORE CONDOMINIUM - PHASE VII

LEGAL DESCRIPTION

A portion of Tract "C" of Punta Gorda Isles Section 22 as recorded in Plat Book 28, Page 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Commencing at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C"; thence along said Northerly line of Tract "C" the following three courses; said Southeast corner being a point on a circular curve concave Northeasterly having as elements, a central angle of 15°34'18", a radius of 100.00 feet and a chord bearing of North 62°24'33" West; thence along said curve a distance of 271.78 feet to the point of compound curvature of a circular curve concave Northeasterly having as elements, a central angle of 16°48'25" and a radius of 1500.00 feet; thence Northwesterly along said curve a distance of 440.00 feet to the point of reverse curvature of a circular curve concave Southwesterly having as elements, a central angle of 33°48'44", and a radius of 400.00 feet; thence Northwesterly along said curve, a distance of 236.05 feet to the Point of Beginning; thence South 18°22'21" West, a distance of 134.53 feet; thence South 00°15'04" West, a distance of 200.00 feet to a point lying 1 foot more or less North of an existing concrete seawall; thence along a line parallel to and 1 foot Northerly of said seawall the following two courses; North 61°54'40" West, a distance of 77.91 feet to the point of curvature of a circular curve concave Southwesterly having as elements, a central angle of 17°43'22", and a radius of 387.94 feet; thence Northwesterly along said curve a distance of 120.00 feet; thence North 00°15'04" East, a distance of 105.00 feet; thence North 18°37'50" West, a distance of 155.28 feet to a point on the Northerly line of said Tract "C"; said point being on a circular curve concave Northerly having as elements a central angle of 13°14'37", a radius of 200.00 feet, and a chord bearing of North 81°48'22" East; thence Easterly along said curve and said North line of Tract "C", a distance of 46.23 feet to the point of reverse curvature of a circular curve concave Southerly having as elements, a central angle of 33°11'17", and a radius of 400.00 feet; thence Easterly along said curve, a distance of 231.70 feet to the Point of Beginning. All lying in Section 1, Township 43 South, Range 22 East, and containing 1.410 Acres, more or less.

TOGETHER WITH: A nonexclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities, Cable TV, utilities and ingress/egress.

AND: Subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southernmost boundary described above as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

MARINA NORTH SHORE CONDOMINIUM - PHASE VIII

LEGAL DESCRIPTION

A portion of Tract "C" of Punta Gorda Isles Section 22 as recorded in Plat Book 28, Page 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Commencing at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C"; thence along said Northerly line of Tract "C" the following four courses; said Southeast corner being a point on a circular curve concave Northeasterly having as elements, a central angle of 15°34'18", a radius of 100.00 feet and a chord bearing of North 62°24'33" West; thence along said curve a distance of 271.78 feet to the point of compound curvature of a circular curve concave Northeasterly having as elements, a central angle of 16°48'25" and a radius of 1500.00 feet; thence Northwesterly along said curve a distance of 440.00 feet to the point of reverse curvature of a circular curve concave Southwesterly having as elements, a central angle of 67°00'01", and a radius of 400.00 feet; thence Northwesterly, Westerly and Southwesterly along said curve, a distance of 467.75 feet to the point of reverse curvature of a circular curve concave Northerly having as elements, a central angle of 13°14'37" and a radius of 200.00 feet; thence Westerly along said curve, a distance of 46.23 feet to the Point of Beginning; thence South 18°37'50" East, a distance of 155.28 feet; thence South 00°15'04" West, a distance of 105.00 feet to a point lying 1 foot more or less North of an existing concrete seawall. Said point lying on a circular curve concave Southerly having as elements, a central angle of 29°32'35", a radius of 387.94 feet, and a chord bearing of South 85°35'41" West; thence Westerly, parallel to and 1 foot Northerly of said seawall, and along said curve, a distance of 200.03 feet; thence North 00°15'04" East, a distance of 190.37 feet to a point lying on the Northerly line of said Tract "C" said point also lying on a circular curve concave Northwesterly having as elements, a central angle of 52°17'58", a radius of 65.00 feet and a chord bearing of North 25°13'06" East; thence Northeasterly along said curve a distance of 59.33 feet to the point of reverse curvature of a circular curve concave Easterly having as elements, a central angle of 31°57'08" and a radius of 100.00 feet; thence Northeasterly along said curve, a distance of 55.77 feet to a point lying on a circular curve concave Northerly having as elements a central angle of 32°35'35", a radius of 200.00 feet and a chord bearing of South 75°16'32" East; thence Easterly along said curve, a distance of 113.77 feet to the Point of Beginning, all lying in Section 1, Township 43 South, Range 22 East, containing 1.044 Acres, more or less.

TOGETHER WITH: A nonexclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities, Cable TV, utilities and ingress/egress.

AND: Subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southernmost boundary described above as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.

MARINA NORTH SHORE CONDOMINIUM - PHASE IX

LEGAL DESCRIPTION

A portion of Tract "C" of Punta Gorda Isles Section 22 as recorded in Plat Book 28, Page 118 thru 138 of the Public Records of Lee County, Florida; said portion being more particularly described as follows:

Commencing at the Southeast corner of Lot 2, Block 1011 of said Section 22; said Southeast corner also lying on the North line of said Tract "C"; thence along said Northerly line of Tract "C" the following four courses; said Southeast corner being a point on a circular curve concave Northeasterly having as elements, a central angle of 15°34'18", a radius of 100.00 feet and a chord bearing of North 62°24'33" West; thence along said curve a distance of 271.78 feet to the point of compound curvature of a circular curve concave Northeasterly having as elements, a central angle of 16°48'25" and a radius of 1500.00 feet; thence Northwesterly along said curve a distance of 440.00 feet to the point of reverse curvature of a circular curve concave Southwesterly having as elements, a central angle of 45°50'12" and a radius of 200.00 feet; thence Westerly along said curve, a distance of 160.00 feet to a point lying on a curve concave Easterly having as elements, a central angle of 31°57'08", a radius of 100.00 feet and a chord bearing of South 15°02'41" West; thence Southerly along said curve, a distance of 55.77 feet to the point of reverse curvature of a circular curve concave Northwesterly having as elements, a central angle of 52°17'58" and a radius of 65.00 feet to the Point of Beginning; thence South 00°15'04" West, a distance of 190.37 feet to a point lying 1 foot more or less North of an existing concrete seawall, said point lying on a circular curve concave Southeasterly having as elements, a central angle of 03°41'32", a radius of 387.94 feet and a chord bearing of South 68°58'38" West; thence Westerly, parallel to and 1 foot Northerly of said seawall, and along said curve, a distance of 25.00 feet; thence North 13°30'30" West, a distance of 24.39 feet; thence South 54°53'08" West, a distance of 129.00 feet; thence North 39°46'07" West, a distance of 38.17 feet; thence North 00°15'04" East, a distance of 195.02 feet; thence North 54°47'35" East, a distance of 76.20 feet to a point lying on the Northerly line of said Tract "C" said point also lying on a circular curve concave Northerly having as elements, a central angle of 98°18'36", a radius of 65.00 feet and a chord bearing of South 79°28'37" East; thence Southeasterly, Easterly and Northeasterly along said curve, a distance of 111.53 feet to the Point of Beginning, all lying in Section 1, Township 43 South, Range 22 East, containing 0.756 Acres, more or less.

TOGETHER WITH: A nonexclusive 50 feet easement lying immediately East of, adjacent to, and running parallel with and contiguous to the East lot line of the above mentioned Lot 2 for construction and maintenance of drainage facilities, Cable TV, utilities and ingress/egress.

AND: Subject to a 24 feet wide easement lying Northerly of, contiguous to and parallel with the Southernmost boundary described above as recorded in O.R. Book 1537, Page 226 of the Public Records of Lee County, Florida.