

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Ernest W. Sturges, Jr., Esq.
Goldman, Tiseo & Sturges, P.A.
701 JC Center Court, Suite 3
Port Charlotte, Florida 33954

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
MARINER'S PASS**

THIS CERTIFICATE is made to reflect and document an [Amendment, Restatement and Modification] of the Declaration of Condominium of Mariner's Pass. The Declaration of Condominium of Mariner's Pass have been recorded in the Public Records of Charlotte County as follows:

	<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a.	Declaration of Condominium of Mariner's Pass February 22, 1996	2678/4020 et seq.
b.	First Supplement to Declaration of Condominium July 26, 1996	2729/2270 et seq.
c.	Second Supplement to Declaration of Condominium September 11, 1996	2743/1633 et seq.
d.	First Amendment to the Declaration of Condominium September 11, 1996	2743/1637 et seq.
e.	First Supplement to First Amendment to Declaration of Condominium September 27, 1996	2750/1984 et seq.
f.	Third Supplement to Declaration of Condominium October 16, 1996	2754/1620 et seq.
g.	Fourth Supplement to Declaration of Condominium October 24, 1996	2772/3027 et seq.
h.	Second Supplement to First Amendment of Declaration October 28, 1996	2757/2696 et seq.
i.	Third Supplement to First Amendment of Declaration November 18, 1996	2764/1526 et seq.
j.	Fourth Supplement to First Amendment of Declaration December 13, 1996	2772/3030 et seq.

- k. Fifth Supplement to First Amendment of Declaration 2876/0829 et seq.
October 9, 1997
- l. Amendment to the Declaration of Condominium 3074/3841 et seq.
February 10, 1999

The undersigned officers of the Board of Directors of Mariner's Pass Condominium Association, Inc., a Florida not-for-profit corporation, hereby certify as follows:

The Declaration of Condominium of Mariner's Pass Condominium is hereby amended in accordance with Exhibit "A" attached hereto and entitled Third Amendment to Declaration of Condominium.

This Amendment of the Declaration of Condominium of Mariner's Pass Condominium was proposed by duly adopted resolution, and approved by a vote of not less than fifty-one (51) percent of the entire voting interest in the Association.

Executed this 1ST day of April, 2015, at Punta Gorda, Florida.

Mariner's Pass Condominium Association, Inc.

By:

Name:

Its: President

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 1 day of April, 2015, by Terrence Kelly, who is personally known to me or produced _____ as identification.

SEAL



Melissa G Casta
NOTARY PUBLIC

Melissa G Casta
Printed name of notary

By:

Name:

Its: Secretary

Sandra J Howard
SANDRA J HOWARD

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 1 day of April, 2015, by Sandra Howard, who is personally known to me or produced _____ as identification.

Melissa G Casta
NOTARY PUBLIC

SEAL



Melissa G Casta
Printed name of notary

EXHIBIT "A"

Section 8 entitled "Additions, Alterations or Improvements by the Association" is hereby amended to read as follows:

"Section 8: Additions, Alterations or Improvements by the Association"

Whenever, in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) costing in excess of \$5,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements, only if the making of such additions, alterations or improvements shall have been approved by the Owners of a ~~majority~~ seventy-five percent (75%) of the Units represented at a meet at which a quorum is attained total voting interests in the Association. Any such additions, alterations or improvements to such Common Elements, or any part hereof, costing in the aggregate \$5,000 or less in a calendar year may be made by the Board of Directors without approval of the unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall be as a "Capital Improvement Assessment" of the Unit Owners as provided in Section 13.2 hereof. For purposes of this Section 8, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM
MARINER'S PASS CONDOMINIUM ASSOCIATION, INC.
AND
AMENDMENT TO THE BYLAWS OF
MARINER'S PASS CONDOMINIUM ASSOCIATION, INC.
AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM
MARINER'S PASS CONDOMINIUM**

1. Section 19.2, Leases, of the Declaration is amended. The following "struck-through" text is deleted and the following underscored text is added to Section 19.2:

Section 19: Selling, Leasing and Mortgaging of Units

Units may be made subject to mortgages without restrictions, but sales and leases thereof shall be subject to the provisions of this Section 19:

19.1 Sales ...

19.2 Leases. No Unit Owner may lease or rent his Unit if he is delinquent in the payment of any Assessments. There shall be no more than one (1) lease per calendar month. Sub-leasing or Sub-renting shall not be permitted. If all Assessments are paid up to date, a Unit Owner may rent or lease his Unit without further approval. However, the Unit Owner renting or leasing his Unit shall promptly notify the Association and the Management Firm ~~or of~~ each renter and the term of such rental or lease. ~~The sub-leasing or sub-renting of a Unit Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof.~~ The Association shall have the right to require upon notice to all Unit Owners that a substantially uniform form of lease ~~or sub-lease~~ be used by all Unit Owners ~~(including the Developer)~~ intending to rent or lease after said notice and to provide such form as a Common Expense of the Condominium. Entire Units only may be rented, provided the occupancy is only by the lessee, his family and guests; no individual rooms may be rented and no transient tenants may be accommodated. ~~The provisions of this paragraph pertaining to transient tenants shall not be applicable to the Developer.~~

A tenant of a Unit shall have all of the use rights in the Association Property and Common Elements otherwise readily available for use generally by Unit Owners and the Owner of the leased Unit shall not have such rights, except as a guest. This shall not, however, interfere with access rights of an Owner as landlord pursuant to applicable law. The Lessor is responsible for providing a copy of the Rules and Regulations to the Lessee and any costs associated with same.

2. **Article II, Section 4.** of the Bylaws is amended. The following "struck-through" text is deleted and the following underscured text is added to **Article II, Section 4.:**

ARTICLE II: MEMBERSHIP AND VOTING PROVISIONS

Section 4. Proxies. Votes may be cast in person or may be cast by limited or general proxy in certain circumstances in accordance with applicable Florida law. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5) and shall be filed with the secretary or the management office ~~not less than 3 days~~ prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein. Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

3. **Article III, Section 3,** of the Bylaws is amended. The following "struck-through" text is deleted and the following underscured text is added to **Article III, Section 3.:**

ARTICLE III: MEETINGS OF THE MEMBERSHIP

Section 3. Annual Meeting and Election of Directors. The annual meeting is for the purpose of electing directors and transacting any other business authorized to be transacted by the members and shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine. At the annual meeting, the members shall elect, by plurality vote, ~~a Board of Directors~~ and shall transact such other business as may have been stated in the notice for said meeting. ~~The election of the Board of Directors at the annual meeting shall be conducted in accordance with applicable provisions of Chapter 718, Florida Statutes.~~ Cumulative voting shall be prohibited.

- A. **Notice of Election.** At least 60 days prior to election, a notice of election shall be mailed to each unit owner, to give each member an opportunity to seek election to the Board.
- B. **Nominations.** The Board of Directors may appoint a Search Committee for the purpose of encouraging members to run in the election. Any association member may nominate himself/herself or another member. An "Intent to Run/Consent to Run" statement, signed by the candidate, must be submitted to the Association Secretary and/or Management Office, indicating the candidate's willingness to be elected. This "Intent to Run/Consent to Run" statement must be on file with the official election records before the name can be placed on the limited proxy. All candidate names should be submitted to the Association Secretary of Management Office not later than 35 days prior to the meeting so that the name can be listed on the limited proxy, included with the Annual Meeting information.

- C. **Election.** If there are more candidates than vacancies, then an election shall take place. The directors shall be elected by a plurality vote. Candidates receiving the same number of votes shall compete in a run-off election, until such time as a candidate is successfully elected.

If there are fewer or an equal number of candidates to vacancies on the Board, The Association Secretary may cast the vote for all candidates listed. Any remaining vacancies shall be filled according to By-Law Article IV, **DIRECTORS**, Section 4. Vacancies on the Directorate.

4. **Article IV, Section 1.** of the Bylaws is amended. The following "struck-through" text is deleted and the following underscored text is added to **Article IV, Section 1.**:

ARTICLE IV: DIRECTORS

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors, serving without compensation, composed of not less than ~~three (3)~~ nor more than ~~9 directors~~. five (5) directors. There shall never be less than 3 directors. The term of each director's service shall extend ~~until the next annual meeting of the members, and thereafter~~ until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. At the 1998 Annual Meeting of the members, two (2) directors shall be elected for a term of office of two (2) years each, and three (3) directors shall be elected for a term of office of one (1) year. Following the election of directors at the 1998 Annual Meeting, any subsequent election to the Board of Directors shall be for a two (2) year term of office, unless otherwise provided herein. All directors shall be members of the Association; ~~provided, however, that all directors that the Developer is entitled to elect or designate need not be members.~~ All officers of a corporation owning a Unit shall be deemed to be members of the Association so as to qualify each to become a director hereof. ~~Transfer of control of the Association from the Developer to the Unit Owners shall be in accordance with the Condominium Act.~~

003074 P63844

CHARLIE GREEN, CLERK
LEE COUNTY, FL
99 FEB 10 PM 3:41

Return to: (enclose self-addressed stamped envelope)

This Instrument Prepared by and Return to:

Robert L. Tankel, Esq.

Address:

Robert L. Tankel, P.A.
1299 Main St. Suite F
Dunedin FL 34698-5333

4565140

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF MARINER'S PASS CONDOMINIUM AND BY-LAWS OF
MARINER'S PASS CONDOMINIUM ASSOCIATION, INC.
AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM
OF MARINER'S PASS CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendment to the By-Laws of Mariner's Pass Condominium Association, Inc. an Exhibit to the Declaration of Condominium of Mariner's Pass Condominium as described in O.R. Book 2678 at Page 4020, and Condominium Book 23, Page 43 of the Public Records of Lee County, Florida, was duly approved in the manner required by the Declaration, at a special members meeting held on February 26, 1998.

IN WITNESS WHEREOF, we have affixed our hands this 23 day of NOVEMBER, 1998 at Lee County, Florida.

WITNESSES:

Shelley Moore
Signature of Witness #1

Shelley Moore
Printed Name

Christine Miller
Signature of Witness #2

Christine Miller
Printed Name

MARINER'S PASS CONDOMINIUM ASSOCIATION, INC.

(SEAL)

By:

Russell M. Masters, Jr.
Russell M. Masters, Jr., its President

Attest:

Donald B. Passage
Donald B. Passage, its Secretary

STATE OF FLORIDA)
COUNTY OF LEE)

BEFORE ME, the undersigned authority, personally appeared Russell M. Masters, Jr., President and Donald B. Passage, Secretary, to me known to be the President and Secretary, respectively, of MARINER'S PASS CONDOMINIUM ASSOCIATION, INC., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 23 day of November, 1998.

Joyce Gillespie
Notary Public

Printed Name:

Joyce Gillespie

My commission expires:

C:\WP\I-THRU-Q\MARINER\CERTAMD.BYL



JOYCE GILLESPIE
COMMISSION # CC589826
EXPIRES OCT 01, 2000
BONDED THROUGH
ARABERSON & CO., P.A.

RECORDED BY
JOANNE HILLER, D.C.

0R3074 P63841

0R2678 Pg4020

PREPARED BY AND TO BE RETURNED TO:

Robert S. Freedman, Esquire
Carlton, Fields, Ward, Emmanuel,
Smith & Cutler, P.A.
Post Office Box 3239
Tampa, Florida 33601-3239

3916813

**DECLARATION OF CONDOMINIUM
FOR
MARINER'S PASS CONDOMINIUM**

357.00

Section 1: Introduction and Submission	-1-
Section 2: Definitions	-1-
Section 3: Description of Condominium, Present and Future Phases	-4-
Section 4: Restraint upon Separation and Partition of Common Elements	-9-
Section 5: Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights	-9-
Section 6: Amendments	-10-
Section 7: Maintenance and Repairs	-11-
Section 8: Additions, Alterations or Improvements by the Association	-13-
Section 9: Additions, Alterations or Improvements by Unit Owner	-14-
Section 10: Additions, Alterations or Improvements by Developer	-14-
Section 11: Operation of the Condominium by the Association; Powers and Duties	-15-
Section 12: Management Agreement	-18-
Section 13: Determination of Assessments	-19-
Section 14: Collection of Assessments	-20-
Section 15: Insurance	-22-
Section 16: Reconstruction or Repair After Fire or Other Casualty	-25-
Section 17: Condemnation	-27-
Section 18: Occupancy and Use Restrictions	-28-
Section 19: Selling, Leasing and Mortgaging of Units	-30-
Section 20: Compliance and Default	-31-
Section 21: Termination of Condominium	-32-
Section 22: Additional Rights of Mortgagees and Others	-32-
Section 23: Disclaimer of Warranties	-35-
Section 24: Mediation and Arbitration	-35-
Section 25: Additional Provisions	-35-

RECORD VERIFIED - CHARLIE GREEN, CLERK
M. J. JONES, D.C.

ORIGINAL OF EXHIBIT NO. 1 CONSISTING OF THE CONDOMINIUM
DRAWINGS IS RECORDED IN CONDOMINIUM BOOK 23, PAGE 43-45
PUBLIC RECORDS OF LEE COUNTY, FLORIDA

Florida Design Communities, Inc., a Delaware corporation, hereby declares:

Section 1: Introduction and Submission

1.1 The Land. The Developer owns the fee title to certain land located in Lee County, Florida, as more particularly described in Exhibit No. 1 hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits that portion of the Land legally described as Phase I with all improvements from time to time erected or to be installed thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof, subject to the reservations, easements and restrictions of record.

1.3 Property Subject to Certain Restrictions and Easements. The Condominium Property (as defined hereinafter) is subject to the covenants, conditions, restrictions and reserved rights of the Developer contained in this Declaration. The Condominium Property is also subject to such other easements as shown on the Condominium Plat, as contained in any future amendments to this Declaration, or as declared by the Developer pursuant to reserved rights contained herein.

1.4 Name. The name by which this condominium is to be identified is MARINER'S PASS CONDOMINIUM (the "Condominium").

Section 2: Definitions

For purposes of this Declaration and the exhibits attached hereto, the following terms shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning or a specific limited meaning is detailed:

2.1 "Act" or "Condominium Act" or "Florida Condominium Act" means the Florida Condominium Act (Chapter 718, Florida Statutes) as it exists on the date hereof.

2.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended from time to time. A certified copy of the original Articles of Incorporation are attached hereto as Exhibit No. 2.

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses as provided in this Declaration and which from time to time is assessed against the Unit Owner.

2.4 "Association" or "Condominium Association" means MARINER'S PASS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, the sole entity responsible for the operation of the Condominium. Where utilized herein or in the exhibits attached hereto, the term "Corporation" shall be deemed to be synonymous with the term "Association."

2.5 "Association Property" means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its members.

2.6 "Board of Directors" or "Board" means the Board of Directors of the Association.

2.7 "By-Laws" mean the By-Laws of the Association, as amended from time to time. The original By-Laws are attached hereto as Exhibit No. 3.

2.8 "Common Elements" mean and include:

(a) The portions of the Condominium Property which are not included within the Units;

(b) Easements over, under, across, and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Dwellings and the Common Elements;

(c) An easement of support in every portion of a Unit which contributes to the support of the Dwelling on the Unit and the Dwelling or other improvements on all other Units, Common Elements or Limited Common Elements;

(d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements;

(e) All portions of the stormwater management system for the Condominium as described more fully in the Development Order; and

(f) Any other parts of the Condominium Property designated as Common Elements pursuant to this Declaration or the Act.

2.9 "Common Expenses" mean all expenses incurred by the Association to accomplish its duties as contemplated by this Declaration and the Act which shall be assessed or imposed against Units in the Condominium by the Association as authorized by the Act. If approved by the Board of Directors, "Common Expenses" shall include the cost of mangrove trimming and the cost of a master television antenna system or duly franchised cable television service obtained pursuant to a bulk contract. For all purposes of this Declaration, "Common Expenses" shall also include all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended.

2.10 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over and above the amount of Common Expenses.

2.11 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements and the Common Surplus which is appurtenant to said Unit.

2.12 "Condominium Plat" means the condominium drawings required by Section 718.104 of the Act and recorded in the Condominium Book and Page identified on the first (1st) page hereof constituting Exhibit No. 1 hereto. For purpose of reference, a reduced-in-size copy of the Condominium Plat is attached hereto.

2.13 "Condominium Property" means those portions of the Land and improvements described in Section 1.1 hereof which have been submitted to condominium ownership under this Declaration, subject to the limitations thereof and exclusions therefrom.

2.14 "County" means Lee County, State of Florida.

2.15 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.

2.16 "Developer" means Florida Design Communities, Inc., a Delaware corporation, and its successors and such of its assigns as to which its rights hereunder are assigned by written instrument recorded in the public records of the County. Such assignment may be made on an exclusive or non-exclusive basis and may be an assignment of all or only portions of its rights of Developer hereunder; provided, however, that no such assignment shall make any assignee the "Developer" for purposes hereof unless such assignment is an assignment of all of Developer's rights hereunder and is exclusive, except as to any previously assigned rights.

2.17 "Development Order" means Lee County Development Order No. 95-10-083.00D, as may be amended from time to time, together with any other development orders as may be issued from time to time by Lee County for the Property.

2.18 "Dwelling" means the structure constructed on each Unit and used for residential purposes.

2.19 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, credit union, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagee(s) of Units with regard to at least 51% of the voting interests which are appurtenant to Units subject to mortgages held by Institutional First Mortgagees.

2.20 "Limited Common Elements" mean those Common Elements, the use of which is reserved to a certain Unit or Units to the exclusion of other Units and as shown on the Condominium Plat or otherwise specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.21 "Management Agreement" means and refers to that certain agreement attached to this Declaration as Exhibit No. 4, which provides for the operation and administration of the Condominium and the management of the Condominium Property.

2.22 "Management Firm" means and refers to Florida Lifestyle Management Co., a Florida corporation, and its successors and assigns. The Management Firm shall be responsible for the management services as provided in the Management Agreement.

2.23 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.24 "Unit" or "Condominium Unit" is that portion of the Condominium Property which is subject to exclusive ownership and is referred herein to each of the separate and identified Units delineated in the Condominium Plat. The physical boundaries of each Unit are as delineated in the plat aforescribed and are as more particularly described in Section 3.2 of this Declaration. The term "Unit" is often used synonymously herein with "Condominium Parcel" when meaning the sum total of an Owner's ownership interest in the Condominium.

2.25 "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of legal title to a Condominium Parcel.

Section 3: Description of Condominium, Present and Future Phases

3.1 Identification of Units. Each such Unit is identified by a separate numerical designation as shown on the Condominium Plat, which exists as Exhibit No. 1 hereto, consisting of a survey of the Land including the Units, a graphic description of the improvements located thereon, and a plot plan thereof. A reduced-in-size copy of the Condominium Plat as recorded in the Condominium Book and Page identified on the first (1st) page hereof together with a copy of the legal description contained on the Condominium Plat is attached to this Declaration for convenience. The Condominium Plat, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be the Limited Common Elements for such Unit; (c) membership in the Association with the full voting rights appurtenant thereto; and (d) other appurtenances as may be provided by this Declaration or the Act. Phase I shall contain 18 Units. Subject to unforeseen delays beyond the control of the Developer, the estimated latest date of completion of constructing, finishing and equipping Phase I is December 31, 1997. Proposed Phase II, if added to the Condominium, will be constructed, finished and equipped on or before 7 years after the date of the recording of this Declaration. The date of completion of this Condominium is an estimate only and subject to sales performance or building delays.

3.2 Unit Boundaries. Each Unit shall consist of a discrete area of land plus the improvements constructed within each respective discrete area of land. Each such discrete area of land is designated as a distinct numbered plot on the Condominium Plat. Each Unit lies within the following boundaries:

(a) Upper and Lower Boundaries. The upper and lower boundaries of each Unit shall be determined in the same manner and under the same laws which establish the upper and lower boundaries and rights of an owner of a parcel of real property in fee simple.

(b) Perimetrical Boundaries. The perimetrical boundaries of each Unit shall be the vertical projections of the two-dimensional and horizontal boundary lines of the Units as depicted on the Condominium Plat. In the event the actual physical location of any Dwelling constructed within a Unit at any time does not precisely coincide with the area depicted on the Condominium Plat, the actual physical location of the Dwelling shall control over locations, dimensions and descriptions reflected on the Condominium Plat. If a wall or roof surface overhangs or part of a Dwelling encroaches unto the Common Elements, the overhanging specific portion of such Dwelling shall be a part of the Unit.

3.3 Property Which May Be Submitted to Condominium Form of Ownership. The Developer, pursuant to the provisions of Section 718.403, Florida Statutes, hereby retains the right at any time prior to 7 years after the recording date of this Declaration to submit to the condominium form of ownership, by amendment to this Declaration, the additional proposed phase depicted in Exhibit No. 1 hereto. Proposed Phase II, if added to the Condominium, will contain 22 Units. However, pursuant to Section 718.403(2)(b), Florida Statutes, proposed Phase II may contain a maximum of 26 Units and a minimum of 22 Units. The total square footage of a Unit will depend upon the model selected; however, the Developer may alter the size of such models, provided that such Units shall contain no less than 1,000 square feet of area and no more than 4,000 square feet of area. A copy of the proposed condominium plat for proposed Phase II is attached as Exhibit No. 1 to this Declaration. Such plat shows the parcels of property which may constitute proposed Phase II and the approximate location of the Dwellings and Units.

The Developer is under no obligation to add proposed Phase II to the Condominium. If and when proposed Phase II is added to the Condominium, each Unit Owner's undivided share of the Common Elements will change according to the provisions of Section 5 hereof, and the number of members in the Association will increase in accordance with Section 5 hereof.

3.4 Amendment of Declaration Adding Phases. Notwithstanding anything to the contrary contained herein or the provisions of Section 718.110, Florida Statutes, the Developer, pursuant to this Section 3.4 and Section 718.403(6), Florida Statutes, expressly reserves the right to amend this Declaration so as to submit to condominium ownership the additional proposed phase described in Section 3.3 above, together with improvements thereon constructed or to be constructed, as part and parcel of this Condominium without consent thereof by the Association, Unit Owners (other than the Developer) or their mortgagees.

In order to submit proposed Phase II to condominium ownership, the Developer shall amend this Declaration as aforescribed by filing an Amendment to Declaration among the public records of the County, which amendment shall describe and submit to condominium ownership such proposed Phase II and which amendment shall have attached thereto such certificates, surveys, plans and sketches as are required by the Act. Such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, or lienors or mortgagees of Units of the Condominium whether or not elsewhere required for amendments, save and except that so long as any recognized lending institution has any interim and permanent financing on any of the properties of the Developer which have been submitted to condominium ownership, then only in that event shall it be mandatory for the Developer to obtain a joinder from said recognized lending institution to the amendment as provided for herein.

NOTHING CONTAINED HEREIN SHALL REQUIRE THE DEVELOPER TO SUBMIT ANY ADDITIONAL PHASE TO CONDOMINIUM OWNERSHIP.

3.5 Limited Common Elements. To the extent applicable and subject to the provisions of this Declaration, each Unit may have, as Limited Common Elements appurtenant thereto, such portions of the Common Elements as are defined herein and/or shown on the Condominium Plat, including, but not limited to: (a) that portion of the Limited Common Elements, as detailed on the Condominium Plat, which surrounds each Unit and directly touches the boundary of such Unit; (b) driveways connected to each Unit; (c) any porches or decks or similar structures which are constructed on the Common Elements and connected with or adjacent to such Unit and for the use of the respective Unit Owner; (d) light and electrical fixtures outside the Unit or attached to the exterior walls of the Dwelling; and (e) the lamppost light located at the entrance to each individual driveway. The Limited Common Elements shall be maintained, repaired or replaced by the Association as part of the Common Expenses of the Condominium; provided, however, that: (a) each respective Unit Owner may utilize that portion of the Limited Common Elements, as detailed on the Condominium Plat, on the boundary of such Unit to plant flowers or to locate permanent equipment relating to a pool and/or spa which is constructed within the adjoining Unit by the Unit Owner (i.e. pump, motor, etc.), and if such area is so utilized the respective Unit Owner shall maintain such flowers and/or such equipment; (b) each Unit Owner shall be responsible for the maintenance and care of any wiring or electrical outlets or light fixture(s) and, where applicable, light fixtures affixed to the exterior walls of a Unit; (c) each Unit Owner shall be responsible for replacing the necessary light bulbs for said light fixture(s) by the same color and bulb wattage; (d) each Unit Owner shall be responsible for maintaining, repairing and replacing any screening on the porch(es) and/or patio(s) connected or adjacent to the Dwelling; and (e) each Unit Owner shall be responsible for the maintenance of the lamppost light located at the entrance to each individual driveway, which maintenance shall include replacing the necessary light bulb for said lamppost light by the same color

and bulb wattage. Should any maintenance, repair or replacement of a portion of the Limited Common Elements which is the responsibility of the Association be caused by the lessees, servants and invitees of a Unit Owner, then such Unit Owner shall be responsible therefor and the Association shall have the right to levy a fine against the Owner of said Unit.

3.6 Permitted Improvements. The following improvements shall be permitted to be constructed within and upon each Unit:

(a) By Developer. The Developer shall construct within each Unit a 1 or 2 story Dwelling which shall constitute a complete, integrated, architectural and structural residence.

(b) By Unit Owner. In the event any of the Units are conveyed by the Developer to Unit Owners without the aforesaid Dwelling having been constructed therein, those Unit Owners or their successors may add the same at any time thereafter, provided construction of all such improvements shall be performed by reputable contractors in accordance with plans and specifications prepared by licensed architects, which shall be subject to the prior written approval of the majority of the members of the Board of Directors. The Board shall either grant such approval or deny the same based upon its decision as to whether the improvements shall be aesthetically pleasing and consistent with the design of Dwellings previously constructed within Units of the Condominium.

Each Unit Owner may construct a pool and/or spa within their Unit, and such construction must comply with the rules and regulations pertaining to same as promulgated by the Association. All pools and/or spas must be contained within a screened enclosure, and there shall be no impervious roofs atop such screened enclosures. All pools must be in-ground in nature and must be of concrete construction. Portable spas shall be permitted. Notwithstanding the foregoing, all pools and/or spas, together with such screened enclosures, shall require approval of the Board, or a committee designated by the Board and headed by an officer of the Association prior to construction, so as to maintain the character and to preserve the aesthetic and architectural qualities of the Condominium. The Unit Owner shall submit plans and specifications as required by the Board. The Board or a Board-designated committee shall review such plans and issue a written statement either approving such plans and specifications or disapproving same together with an explanation for such disapproval.

3.7 Easements. The following easements are hereby created (in addition to any easements created under the Act and any other provisions of this Declaration):

(a) Support. There shall be an easement of support in every portion of a Unit which contributes to the support of the Dwelling on the Unit and the Dwelling or other improvements on all other Units, the Common Elements, and the Limited Common Elements.

(b) Utility and Other Services; Drainage. Non-exclusive easements are hereby reserved unto the Developer and also granted to the respective utility providers under, through and over the Condominium Property as may be required from time to time for the construction, use and maintenance of all utilities (whether public or private), cable television, communications and security systems, and other services which may serve the Condominium; provided, however, that these easements shall not permanently interfere with the residential use of the Units. A non-exclusive easement is also reserved unto the Developer and granted to the county government over and across the Common Elements for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities; provided, however, that the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located

on the Condominium Property. This obligation shall run with the land as do other provisions of the Declaration, and any Unit Owner may enforce this covenant and will be entitled to costs and fees, pursuant to Section 20.3 of the Declaration, which result from such enforcement. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Association and its authorized agents have the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair or replace those items and areas, as detailed in Section 7.1 herein or as otherwise contemplated herein, for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved, pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

(c) Encroachments. If: (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the improvements; (ii) settling or shifting of the improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate, or (iv) any repair or restoration of the improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

(e) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof (including, but not limited to, proposed Phase II), or any part thereof, or any improvements or Units located or to be located thereon (including, but not limited to, proposed Phase II), and for repair, replacement and maintenance purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so.

(f) Sales Activity. For as long as there are any unsold Units, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for model apartments and sales, management and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units and residential Units within the overall Condominium and to erect on the Condominium Property signs and other promotional material to advertise Units (or the other aforesaid residential Units) for sale or lease.

(g) Easements over, under, across, and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Dwellings and the Common Elements.

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(h) A mutual easement in favor of each Unit Owner and resident, their guests and invitees, shall exist over, across and through all areas contained within a Unit, except for that area within the Dwelling thereon and that area of a Unit in which a screened enclosure, containing a pool and/or spa, has been constructed by the Unit Owner.

(i) All easements described or shown on the Condominium Plat.

(j) Until such time as the Developer (i) completes and sells all of the Units in Phase I and has completed, and (ii) either completes and sells all of the Units in proposed Phase II or notifies the Unit Owners in Phase I of its intention not to add proposed Phase II to the Condominium, the Developer reserves the right to prohibit access to any portion of the Common Elements of the Condominium Property or uncompleted Dwellings to any of the occupants of the Condominium, and to utilize various portions of the Common Elements or the Dwellings in connection with such construction and development. No Unit Owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any Dwellings within the Units and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its employees, its successors or assigns.

Wherever in this Section or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, grantees, assigns, agents, employees, licensees, invitees and guests. All easements referred to herein shall be non-exclusive easements.

3.8 Special Easements and Rights to Grant Easements.

(a) Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with the power to assign, non-exclusive easements over, under and through the Condominium Property for the construction, maintenance and operation of electric, gas or other utility, cable television, security systems, communications, service or other easements pertaining to the construction, maintenance and operation of other equipment, conduits, pipes, lines and similar installations servicing the Condominium Property or other property with the power to relocate any such existing easements in any portion of the Condominium Property and/or Association Property, provided that such easements or the relocation of easements will not prevent or unreasonably interfere with the reasonable use of the Units for residential purposes.

(b) Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with the power to assign, non-exclusive easements over, under, upon and through the Condominium Property for the purposes of access to, constructing or maintaining improvements upon, providing utility services to or across, or providing drainage to or from the Condominium Property, any other property which may become part of the Condominium Property pursuant to this Declaration, or any other property adjacent to the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes.

(c) Developer hereby reserves unto itself and its successors and its assigns non-exclusive easements over, upon, and through the Condominium Property for vehicular and/or pedestrian traffic by the Developer, its designees, successors, assigns, licensees, lessees, invitees,

and guests within the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes.

Section 4: Restraint upon Separation and Partition of Common Elements

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from such Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, cannot be conveyed or encumbered, except together with such Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

Section 5: Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights

5.1 **Ownership Shares.** The undivided share in the Common Elements and Common Surplus appurtenant to each Unit, as well as the undivided share of the Common Expenses to be paid with respect to each Unit, shall be computed on the following basis:

(a) Upon recordation of the Declaration submitting Phase I to condominium ownership, each Unit in Phase I shall have attributable thereto an undivided share in the Common expenses and ownership of the Common Elements and the Common Surplus equal to 1/18th of 100%. This percentage shall be ascertained by dividing one (1) (numerator) by the total number of Units in Phase I (denominator), the resulting figure being the undivided share of the Common Expenses attributable to each Unit in Phase I prior to recordation of any amendment submitting Units to condominium ownership.

(b) If and when proposed Phase II is completed and submitted to condominium ownership as set forth in Section 3 herein, the undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Unit submitted to condominium ownership shall be automatically adjusted to reflect the ownership interest of all Units submitted to the condominium form of ownership on the following basis:

(i) The adjusted percentage of the undivided share in the Common Expenses and ownership of the Common Elements and the Common Surplus attributable to each Unit shall be computed by dividing one (1) (numerator) by the accumulative total of all Units submitted to condominium ownership pursuant to the Declaration and any amendment thereto (denominator) (upon submission of proposed Phase II to condominium ownership, each Unit in the Condominium shall have attributable thereto an undivided share in the Common Expenses and ownership of the Common Elements and Common Surplus equal to 1/40th of 100%.

(ii) The adjusted percentage of the undivided share in the ownership of the Common Elements and the Common Surplus attributable to each Unit shall automatically take effect on the recordation of the amendment submitting proposed Phase II to condominium ownership pursuant to this Declaration.

(iii) The adjusted percentage of the undivided share in the ownership of the Common Elements and Common Surplus attributable to each Unit shall be binding upon the Unit

Owners, their grantees, assigns, successors, executors or heirs of each and every Unit previously submitted to condominium ownership pursuant to this Declaration.

5.2 Voting. Each Unit Owner shall be a member of the Association. Each Unit shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. The total number of votes shall at all times be equal to the number of Units submitted to the condominium form of ownership under this Declaration. Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel in this Condominium, and the subsequent owner(s) taking title shall automatically become entitled to membership.

Section 6: Amendments

6.1 Amendment by Unit Owners. Except as otherwise provided in Section 6 hereinbelow or elsewhere in this Declaration or the exhibits attached hereto, this Declaration (including the Condominium drawings constituting Exhibit No. 1 hereto) may be amended by affirmative vote of the Owners of 75% of all the Condominium Parcels at an Association meeting duly called for such purpose pursuant to the By-Laws; provided, however, that (1) no amendment to this Declaration shall be made which affects any of the rights and privileges provided to the Developer as defined herein without the written consent of such Developer, and (2) no amendment may change the configuration or size of a Unit without the written consent of the affected Unit Owner(s). All amendments under this Section 6.1 shall be recorded and certified as required by the Act.

6.2 Amendment by Developer.

(a) Amendment to Condominium Plans and Declaration. The Developer reserves the right to make whatever changes it may deem necessary in the Condominium drawings, recorded herewith as Exhibit No. 1, and this Declaration until such time as 51% of the Units have been sold. The amendment reflecting such changes need only be executed by the Developer; provided, however, that no such amendment unilaterally approved by the Developer shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus.

(b) Special Amendment. Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units; and (iii) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Unit Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate either

on such date when Developer has sold all Units and has transferred control of the Condominium to the Association or on December 31, 2000, whichever shall occur first.

(c) This Declaration and all exhibits hereto, where applicable, may be amended unilaterally by the Developer for the purposes set forth and pursuant to Section 718.110(5), Florida Statutes, to correct scrivener's errors, and Section 718.403(1), Florida Statutes, to add phases as provided for herein.

6.3 Amendment Pertaining to Stormwater Management System. Notwithstanding any provisions to the contrary contained in this Section 6, any amendment which will affect the stormwater management system, including the management portion of the Common Elements, serving the Condominium must have the prior written approval of the South Florida Water Management District in order to be effective and binding.

6.4 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County.

6.5 Limitation. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of said Developer in each instance. The provisions of this paragraph may not be amended in any manner.

6.6 Procedure. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision 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, rather, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision ____ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

Section 7: Maintenance and Repairs

7.1 Responsibility for the maintenance, repair and replacement of the Condominium Property is as follows:

(a) Common Elements. The Association shall manage, maintain, repair and replace, as part of the Common Expenses, all of the Common Elements as defined herein, including, but not limited to, the following:

- (i) all drainage and stormwater management systems, private streets and adjacent drainage;
- (ii) all water and wastewater lines and piping serving the Units of the Condominium;

- (iii) all landscaping, lawn and grass areas and sprinkler systems within the Condominium Property;
- (iv) all buffer zones located on the Condominium Property as defined in the Development Order;
- (v) any gated entrances to the Condominium Property and all matters associated therewith; and
- (vi) all portions of any landscaping islands located at the entrance to the Condominium Property (regardless of whether all or a portion of any such islands are located within the Condominium Property).

However, the Association shall not perform such maintenance required of a Unit Owner who utilizes portions of the Limited Common Elements surrounding such Unit, as shown on the Condominium Plat, in accordance with Section 3.5 herein or as otherwise contemplated herein. All buffer zones shall be maintained by the Association pursuant to the Development Order.

(b) Units. The responsibility for maintenance, repair and replacement within the Units shall be shared by the Association and the Unit Owners as follows:

(i) By the Association. The Association shall be responsible for maintaining, repairing and replacing all landscaping, sprinkling systems, and lawn and grass areas therein, and all water and wastewater lines and piping located within or below the foundation of the Dwelling or otherwise lying beneath or within the Unit, except as otherwise stated in sub-paragraph (ii) below. The costs of the aforementioned maintenance shall constitute Common Expenses.

(ii) By the Unit Owner. Each Unit Owner shall maintain, repair and replace everything within the confines of the Owner's Unit, including the Dwelling, which is not to be maintained by the Association pursuant to subparagraph (b)(i) of this section, including, but not limited to:

(A) The entire Dwelling located within a Unit, including, without limitation, exterior walls, interior walls, roofs (including any portions of same which overhang any portion of the Common Elements), supports and foundations;

(B) All exterior doors, windows and screens of any permitted improvement, which surfaces shall be maintained in such manner as to preserve a uniform appearance among the Dwellings within Units of the Condominium;

(C) Exterior paint of all wall and door surfaces;

(D) Interior paint, finish, covering, wallpaper and decoration of all walls, floors and ceilings;

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

(F) Any and all appliances and mechanical, ventilating, heating and air conditioning equipment contained within and serving the Dwelling;

- (G) All bathroom fixtures, equipment and apparatuses;
- (H) All electrical, plumbing, telephone and television fixtures, apparatuses, equipment, outlets, switches, wires, pipes and conduits above the concrete slab serving only the respective Dwelling, and all electric lines between the Dwelling and its individual service panel or meter;
- (I) All interior doors, non-load-bearing walls, partitions, and room dividers;
- (J) All furniture, furnishings and personal property contained within the respective Dwelling;
- (K) If applicable, all of the area of the Unit encompassed within and below the surface of the screened enclosure which contains a pool and/or spa constructed and erected by a Unit Owner in accordance with Section 3.4 herein. Such maintenance shall include all landscaping installed by the Unit Owner contained within such screened enclosure;
- (L) If applicable, all piping located beneath the surface of the Unit which has been installed by the Unit Owner in connection with the Unit Owner's construction of a pool and/or spa; and
- (M) All other maintenance or repair of or replacements involving a Unit as contemplated and authorized hereunder.

7.2 Notwithstanding the provisions of Section 7.1 herein, all exterior painting and all architectural or structural modifications to the exterior of the Dwelling must be approved in writing by the Board, or a committee designated by the Board and headed by an officer of the Association, prior to commencement of such work so as to maintain the character and to preserve the aesthetic and architectural qualities of the Condominium. The Association shall promulgate rules and regulations in accordance with the foregoing.

Section 8: Additions, Alterations or Improvements by the Association

Whenever, in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) costing in excess of \$5,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by the Owners of a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$5,000.00 or less in a calendar year may be made by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall be as a "Capital Improvement Assessment" of the Unit Owners as provided in Section 13.2 hereof. For purposes of this Section 8, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

Section 9: Additions, Alterations or Improvements by Unit Owner

9.1 **To the Common Elements.** After the completion of the improvements included in the Common Elements which are set forth in this Declaration, or which are contemplated by the Developer in the completion of the development as set forth herein, there shall be no alterations or additions to Limited Common Elements of this Condominium, other than those contemplated under Section 3.5 herein, except as authorized by the Board of Directors and approved by not less than 75% of the total vote of the Unit Owners of this Condominium, provided that no alterations or additions may be made involuntarily to the Limited Common Elements of any particular Unit if such alteration or addition will adversely affect or prejudice the rights of such Unit Owner unless his consent first has been obtained. The cost of the foregoing shall be assessed as Common Expenses unless otherwise provided herein.

All open space areas contained within the Common Elements shall be preserved and developed solely as open space areas by the Developer, the Association or the Unit Owners in a manner solely detailed or contemplated herein or on the Condominium Plat. Neither the Association nor the Developer nor the Unit Owners, without an appropriate amendment to the Development Order by the County, may utilize such areas for purposes other than as landscaped open spaces.

9.2 **To the Units.** Except as otherwise reserved by the Developer or detailed in Section 3.4(b) herein, no Unit Owner shall make any alteration or improvement to such Unit Owner's Unit except in accordance with this Section 9.2. A Unit Owner may make alterations and improvements to the interior of the Dwelling located within the Unit so long as such alterations or improvements are not visible from the outside of the Unit, do not impair the structural integrity of the Dwelling, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and laws. A Unit Owner may not expand, enlarge or relocate the Dwelling originally located within his Unit. Other alterations or improvements to a Unit (including but not limited to landscaping that portion of the Unit outside the Dwelling and any attached enclosure or the enclosing or screening in of any porch or patio within the Unit) which are not discussed in this Declaration may be made only if prior approval in writing is obtained from the Board or a committee designated by the Board and headed by an officer of the Association.

A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association.

Section 10: Additions, Alterations or Improvements by Developer

The foregoing restrictions of Section 9 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it, to the proposed or already constructed Dwelling located or to be located thereon, and Limited Common Elements appurtenant thereto. Such Unit shall include, without limitation: (i) the removal of walls, floors, ceilings and other structural portions of the Dwelling; (ii) changes to the layout or number of rooms in any Developer-owned Units; and (iii) changes to the size and/or number of Developer-owned Units by combining separate Developer-owned Units or otherwise. Any amendments to this Declaration or the Condominium Plat required by actions taken pursuant to this Section 10 may be

effected by the Developer alone without the consent of any other person; provided, however, if any such amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus, the execution of the amendment to the Declaration effecting such change must be joined in by the record owners of the Unit, all record owners of liens on the affected Unit, and at least a majority of the total voting interests in the Association. Without limiting the generality of Section 6.5 hereof, the provisions of this Section may not be added to, amended or deleted unless by, or with the prior written consent of, the Developer.

Section 11: Operation of the Condominium by the Association: Powers and Duties

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The irrevocable right to have access to any portion of each Unit and its Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of such portions thereof as required by this Declaration or the Act, for performing extermination services, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units or the Dwellings thereon.

(b) The power to make and collect Assessments and other related expenses authorized under the Act against Unit Owners, to lease, maintain, repair and replace the Common Elements, and to grant, modify or cancel easements pertaining to the Common Elements.

(c) The duty to maintain accounting records, according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.

(d) The power to contract for the management and maintenance of the Condominium Property and to authorize a duly licensed management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and regulations, and perform the maintenance, repair and replacement required of the Association with such funds as shall be made available by the Association for such purposes. The Association shall also have the power to join with other condominium associations and entities in contracting for the maintenance and repair of the Condominium Property(s) and other type properties, and may contract for or may join with other condominium associations in contracting for the management of the Condominium Property(s) and other type properties, as may be more specifically provided for by the Articles of Incorporation and By-Laws of the Association. The Association, through its Board of Directors, has entered into a Management Agreement, attached hereto as Exhibit No. 4, which encompasses the provisions of this subparagraph (d).

(e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any. Such actions must be approved by a majority of the entire Board of Directors and the Owners of all the Units or by such greater percentage of the Board or Unit Owners

as may be specified in the By-Laws with respect to certain borrowing, and no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.

(f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property.

(g) The power to acquire, lease, mortgage, and convey real and personal property and to grant, modify and cancel easements regarding such property, provided that such action may be done only (i) upon the approval of a majority of the Board of Directors, and (ii) a finding by the Board that such action is for the benefit of the members of the Association. The requirements of Section 8 pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso as to the debt incurred) shall also apply to this acquisition and dealing with Association-owned property; provided, however, that the acquisition of a Unit as a result of a foreclosure of the lien for Assessments shall be exempt from these requirements.

(h) The power to acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities for recreational purposes as long as such arrangements are also approved by the Owners of a majority of the Units.

(i) All of the powers which a corporation not-for-profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation and By-Laws, Chapter 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act or the documents of the Condominium.

11.2 Conflict. In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate authority over the Condominium, consistent with the Act.

11.3 Limitation of 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 Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners, regardless if whether or not same shall have been approved by the Association pursuant to the provisions hereof.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, LEE COUNTY, PUNTA GORDA AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ITS AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

11.4 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

11.5 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

11.6 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the

Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

11.7 Amendment of By-Laws. No modification of or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment of said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel(s), or which would change the provisions of the By-Laws with respect to institutional mortgages without the written approval of all Institutional First Mortgagees of record. No amendment shall change the rights and privileges of the Developer and Management Firm without their respective written consent. Any amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Section 11 and in Section 6 above, and said amendment shall be recorded in the public records of the County.

11.8 Binding Effect of Condominium Documents. Every Owner of a Condominium Parcel, whether he has acquired his ownership by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Articles of Incorporation and By-Laws of the Association, the provisions of this Declaration and the Management Agreement. Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel in this Condominium, and the subsequent owner(s) taking title shall automatically become entitled to membership.

Section 12: Management Agreement

The Association has entered into a Management Agreement, a copy of which is attached hereto as Exhibit No. 4. The general purpose thereof is to contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association, its directors and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Condominium Act, including but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, and by virtue of said party's taking title to a Condominium Parcel in this Condominium, said owner shall be deemed to have agreed to, confirm and ratify the following:

12.1 Adopting, ratifying and consenting to the execution of said Management Agreement by the Association.

12.2 Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Management Agreement.

12.3 Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

12.4 Agreeing that the persons acting as directors and officers of the Association entering into such Management Agreement have not breached any of their duties or obligations to the Association.

12.5 It is specifically recognized that some or all of the persons comprising the original Board of Directors and officers of the Association are or may be stockholders, officers and directors of the Management Firm, and that such circumstance shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement, in whole or in part.

12.6 The acts of the Board of Directors and officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

Section 13: Determination of Assessments

13.1 **General Assessment.** The Board of Directors shall from time to time, and at least annually, prepare and adopt a budget for the Condominium ("Budget for Common Expenses"), determine the amount payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws ("General Assessment"). The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the General Assessment payable by each of them as determined by the Board of Directors as aforesaid. The Budget for Common Expenses shall include the reserves required by law or determined appropriate by the Board, the costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any adopted Budget of Common Expenses adopted shall be subject to change by the Board of Directors, and the amount of the General Assessment shall be changed in accordance with such revised Budget for Common Expenses to cover actual expenses at any time.

13.2 **Special and Capital Improvement Assessments.** In addition to General Assessments, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

(a) "Special Assessments" shall mean or refer to amounts levied against each Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

(b) "Capital Improvement Assessments" shall mean and refer to amounts levied against each Owner and his Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from maintenance, repairs and replacement) of any capital improvements located or to be located within the Common Elements.

(c) Special Assessments and Capital Improvement Assessments may be levied by the Board of Directors and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments and Capital Improvement Assessments, in the aggregate in any year, exceed \$5,000.00 or cause the total Assessments levied to exceed 115% of Assessments for the preceeding calendar year, the Board must obtain approval of a majority of the Units represented at a meeting at which a quorum is attained.

Section 14: Collection of Assessments

The General Assessment, Special Assessments and Capital Improvement Assessments (collectively, the "Assessments") shall be collected as follows:

14.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while he is the Unit Owner. Additionally, a Unit Owner shall be jointly and severally liable with the previous owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right such Unit Owner may have to recover from the previous owner the amounts paid by such Unit Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

14.2 Default in Payment of Assessments. Assessments and installments thereof not paid within 10 days from the date when they are due shall bear interest at the rate established from time to time by the Board of Directors from due date until paid (provided, however, that no such rate shall exceed the maximum allowed by law). In the event the Board has not established such rate, the interest rate shall be 15%. Each delinquent payment shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each delinquent installment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, with interest thereon and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien shall be effective on the earliest date allowed by law, which shall be no later than as of the recording of the claim of lien. Such lien shall be evidenced by the recording of a claim of lien in the public records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amounts due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon, the administrative late fee, and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or authorized agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association or its assignee may bring an action to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed in Florida and may also bring an action at law to recover a money judgment for the unpaid Assessments and other amounts due without waiving any claim of lien. The Association is entitled to recover its costs and reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after 30 days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the balance of General Assessment installments due for the remainder of the fiscal year and payments of other known Assessments to be accelerated and shall thereupon be immediately due and payable. In the event that the amount of such accelerated installments or payments changes, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within 10 days of same taking effect.

Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued as provided above, then to any administrative late fee, then to any costs and

reasonable attorneys' fees incurred in collection as aforesaid and then to the delinquent and any accelerated Assessment. The foregoing application of funds received shall be applicable despite any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

14.3 Notice of Intention to Foreclose Lien. Unless otherwise required by the Act or other applicable law, no foreclosure judgment may be entered until at least 30 days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least 30 days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

14.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent, the expenses of such receiver to be paid by the party which does not prevail in the foreclosure action.

14.5 Institutional First Mortgagee. In the event an Institutional First Mortgagee or other purchaser shall obtain title to a Unit by foreclosure, or by deed in lieu of foreclosure, such Institutional First Mortgagee or other purchaser, its successors and assigns, shall be liable for Assessments or other related expenses authorized under the Act secured by the claim of lien only to the extent provided by the Act. If, due to the applicable provisions of the Act, any unpaid share of the Assessments or other related expenses authorized under the Act are not required to be paid, then such unpaid share or other related expenses authorized under the Act shall be deemed to be a Common Expense collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.

14.6 Certificate of Unpaid Assessments. Within 15 days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

14.7 Installments. General Assessments shall be collected monthly or quarterly, in advance, as determined from time to time by the Board of Directors. Initially, General Assessments will be collected monthly.

14.8 Developer's Guarantee. If in the purchase agreement or by other means pursuant to the Act Developer shall guarantee to each purchaser that the Assessment for a specific period of time will not exceed a certain dollar amount, then the Developer shall only be obligated to pay the amount of Common Expenses incurred during that period and not produced by the Assessments received from other Unit Owners.

Section 15: Insurance

Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

15.1 "Insurance Trustee". The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

15.2 Purchase, Custody and Payment.

(a) Purchase. All insurance policies purchased by the Association shall be issued by an insurance company authorized to do business in Florida meeting all criteria established by the Board or the Act and any rules promulgated thereunder.

(b) Named Insured. Under all insurance policies purchased by the Association, the named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

(c) Custody of Policies and Payment of Proceeds. All insurance policies purchased by the Association shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and such policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

(d) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than 10 days prior to the beginning of the term of the policy, or not less than 10 days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(e) Exceptions from Association Responsibility; Unit Owner's Personal Coverage. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon any and all property lying within the boundaries of their Unit, including, but not limited to, their Dwelling and their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

Unit Owners may be required to purchase flood insurance for their respective Unit(s) if such insurance is required by their mortgagee(s). In the event flood insurance is required, such insurance shall not be for the lesser of 100% of the current replacement cost of the Unit and the Dwelling contained therein, or the maximum amount of flood insurance available with regard to such property.

The Association shall have no obligation to purchase flood insurance or fire and casualty insurance on the Units in the Condominium.

The Unit Owner shall be solely responsible for insuring any equipment relating to a pool and/or spa owned by said Unit Owner but located within the Limited Common Elements by the Unit Owner in accordance with Section 3.5 herein.

Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against a Unit Owner due to accidents occurring within his Unit. It shall be the obligation of the individual Unit Owner, if such Unit Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

15.3 Coverage Responsibilities of Association. The Association shall use its best efforts to obtain and maintain adequate insurance covering the following:

(a) Casualty. Insurance covering loss or damage to the Common Elements and all other portions of the Condominium Property which the Association is responsible to maintain under the terms of this Declaration, and all items for which the Association is required under applicable provisions of the Act to insure against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements (collectively, the "Insured Property"). Such policies may contain reasonable deductible provisions as determined by the Board of Directors. Such coverage shall afford protection against such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000.00 per occurrence, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

(c) Worker's Compensation and other mandatory insurance, when applicable.

(d) Fidelity Insurance, if required by the Act or FNMA/FHLMC, covering all persons who control or disburse Association funds, such insurance to be in the amount required by Law.

(e) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

(f) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association, its officers, members of the Board, the Developer, the Management Firm and its respective employees and agents, and against the Unit Owners individually and as a group; (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk; and (iii) avoid liability for a loss that is caused by an act of the Board of Directors, a member of the Board of Directors, the Management Firm and its respective employees and agents, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of the Management Firm or the individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association shall have the agreed amount and inflation guard endorsement unless the Board finds such endorsement is unobtainable or economically infeasible.

15.4 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least 30 days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors may wish to obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

15.5 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for the Management Firm employee may be paid by the Management Firm pursuant to the Management Agreement. Premiums may be financed in such manner as the Board of Directors deems appropriate.

15.6 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Management Firm, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering losses to the Insured Property shall be paid to the Insurance Trustee, which may be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares; but shares need not be set forth on the records of the Insurance Trustee:

(a) **Insured Property.** Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit; provided, however, that prior to any distributions to the Unit Owners, such proceeds shall first be distributed in accordance with the provisions of Section 15.7 herein.

(b) **Mortgagees.** No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

15.7 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) **Expenses of the Trust.** All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.

(b) **Reconstruction or Repair.** If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed

to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 15.6(a) herein, and distributed to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s). If there is no mortgage on the Unit, all distributions shall be made directly to the Unit Owner.

(d) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

15.8 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

15.9 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

Section 16: Reconstruction or Repair After Fire or Other Casualty

16.1 Determination to Reconstruct or Repair. Subject to the immediately following subsection, in the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property, and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If the Insurance Trustee has not been appointed, then the Board of Directors shall act as if it were the Insurance Trustee hereunder.

If 75% or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property shall not be repaired and the net proceeds of insurance resulting from such damage or destruction shall be distributed to each Unit Owner, by check made payable to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

Whenever in this Section 16 the words "promptly repair" are used, it shall mean that repairs are to begin not more than 60 days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than 90 days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

16.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements and the then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors and the then applicable building and other codes.

16.3 Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit 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:

(a) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(b) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000.00, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(c) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance shall be distributed to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgage(s), in accordance with the provisions of Section 15.6(a) herein.

(d) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

16.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, as determined by the Association.

16.5 Responsibilities of Unit Owners. If damage occurs to the Units and the Dwellings contained therein, the maintenance and responsibility of which lies solely upon the respective Unit Owners, then each Unit Owner shall be solely responsible for all necessary reconstruction and repair

to its respective Unit and the Dwelling contained therein, which reconstruction and repair shall be effected promptly and in accordance with guidelines established by the Board of Directors. Each Unit Owner shall have the absolute responsibility of applying insurance proceeds, arising as a result of flood, fire or other casualty damage to the Unit and the Dwelling contained therein, to the repair and/or reconstruction of such Unit and the Dwelling contained therein; provided, however, that no Unit Owner shall have the responsibility of applying insurance proceeds to the repair and/or reconstruction of the respective Units if the Condominium is terminated in accordance with the provisions of Section 21 herein.

16.6 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

Section 17: Condemnation

Any condemnation of any portion(s) of the Condominium Property shall be governed by the following provisions:

17.1 Deposit of Certain Condemnation Awards with Insurance Trustee. Condemnation awards pertaining to the taking of Common Elements shall be paid over by each Unit Owner to the Insurance Trustee for use as noted hereinafter in this Section 17. In the event the Unit Owner fails to turn over such award as required, the defaulting Unit Owner shall be charged the maximum interest which does not constitute usury under Florida law until such amount is fully paid.

Condemnation awards pertaining to the condemnation of Units shall not be the property of the Association.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for in Section 16 herein for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated following a condemnation, the proceeds of the awards pertaining to the condemnation of Common Elements will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of any such awards shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 17 specifically provided.

17.4 Condemnation of Common Elements. Awards for the taking of portions of the Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, however, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed, after adjustments to these shares effected pursuant hereto by reason of the taking, to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

17.5 Condemnation of a Unit. If there is a taking of a Unit, the respective Unit Owner shall not be required to utilize any portion of the condemnation award with regard to reconstruction of its Unit. Following such taking of a Unit and the recording of a deed to the condemning authority, (1) the affected Unit Owner shall no longer have an ownership interest in its Unit or an undivided ownership interest in the Common Elements, and (2) such Unit Owner shall no longer be responsible for the payment of Common Expenses.

The following changes shall be made in the Condominium following a taking as described in this Section 17.5:

(a) **Addition to Common Elements.** The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors.

(b) **Adjustment of Shares.** The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This distribution shall be determined by taking the fractional share of each Unit Owner in proportion to the number of Units remaining in the Condominium.

(c) **Assessments.** In the event the Association does not have the funds necessary to alter the remaining portion of the condemned Unit for use as a part of the Common Elements, the additional funds for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

17.6 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all members of the Board of Directors.

Section 18: Occupancy and Use Restrictions

In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

18.1 Occupancy. Each Unit and the Dwelling therein shall be used as a single family residence only, except as may be otherwise herein expressly provided. The provisions of this subsection 18.1 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales or other offices or management services.

18.2 Antennae. No antenna or aerial may be erected or installed on the exterior walls of a Building or on the Limited Common Elements or Common Elements, which includes the roof, without obtaining the prior written consent of the Association.

18.3 Fences. No fences shall be constructed by a Unit Owner within or surrounding a Unit. If desired by a Unit Owner and approved in writing by the Board or a committee designated by the

Board and headed by an officer of the Association prior to construction, fences shall be permitted in the Limited Common Elements appurtenant to a Unit for the sole and limited purpose of enclosing any equipment, relating to a pool and/or spa, erected by the Unit Owner pursuant to Section 3.5 herein.

18.4 Specific Prohibited Uses. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Unit, Limited Common Elements or Condominium Property by any Unit Owner or occupant without prior written consent of the Board of Directors. The foregoing includes signs within a Unit which are visible from outside the Unit. No person shall use the Common Elements or any part thereof, or a Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with the rules and regulations set forth in the By-Laws or properly pertaining thereto and promulgated from time to time by the Association.

18.5 Nuisances. No nuisances (as reasonably determined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.

18.6 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section. No activity specifically permitted by this Declaration shall be deemed a violation of this Section 18.

18.7 Satellite Dishes. There shall be no television, radio, or other antenna(e) of any type or nature whatsoever located upon the exterior of any Unit, nor protruding from the interior to the exterior, it being the intention of the Developer that no antenna be visible. Any television, radio or other antenna(e) or any satellite dish which is solely contained within the solid walls and roof of the Dwelling shall be permitted without any requirement for approval by the Developer or the Board, as the case may be.

Notwithstanding any provision to the contrary, an Owner shall be entitled to construct, maintain and operate one satellite dish or device, not greater than 24 inches in diameter, for the reception of satellite waves or signals ("Dish"), on such Owner's Unit; provided, however, that the Owner must obtain the written approval of the Developer (until such time as the Developer has transferred control of the Association to the Unit Owners other than Developer) or the Board (following such time as the Developer has transferred control of the Association to the Unit Owners other than Developer), as the case may be, prior to placing, installing or constructing a Dish on such Unit. An approval for a Dish shall be issued by the Developer or the Board, as the case may be, if the Dish is only minimally visible from any roadway which borders or abuts a Unit or from any other Unit. "Minimally visible" as used in this subsection shall mean that the visual impact of a Dish on a Unit shall be minimized by reasonable screening with landscaping materials or other structures as permitted by the Developer or the Board (as the case may be). Considerations of optimal placement of a Dish shall yield to aesthetic considerations and the goal of minimal visual impact. Additional

criteria for determining whether or not a Dish is "minimally visible" may also be prescribed by duly-promulgated rules and regulations.

Until such time as the Developer has transferred control of the Association to the Unit Owners other than Developer, the Developer shall be solely responsible to promulgate rules and regulations as are reasonably necessary to carry out the provisions and intent of this subsection. Following such time as the Developer has transferred control of the Association to the Unit Owners other than Developer, the Board shall be solely responsible to promulgate rules and regulations as are reasonably necessary to carry out the provisions and intent of this subsection.

18.8 Solar Collectors and Energy Devices. An Owner shall be entitled to construct, maintain and operate solar collection devices ("Solar Collectors") and/or energy devices based upon renewable resources (collectively, a Solar Collector and any other energy device based upon renewable resource shall be referred to as an "Energy Device"), on such Owner's Unit; provided, however, that the Owner must obtain the written approval of the Developer (until such time as the Developer has transferred control of the Association to the Unit Owners other than Developer) or the Board (following such time as the Developer has transferred control of the Association to the Unit Owners other than Developer), as the case may be, prior to placing, installing or constructing an Energy Device on such Unit. Until such time as the Developer has transferred control of the Association to the Unit Owners other than Developer, the Developer shall be solely responsible to promulgate rules and regulations as are reasonably necessary to carry out the provisions and intent of this subsection. Following such time as the Developer has transferred control of the Association to the Unit Owners other than Developer, the Board shall be solely responsible to promulgate rules and regulations as are reasonably necessary to carry out the provisions and intent of this subsection. All rules and regulations promulgated in accordance with this subsection shall be collectively referred to as the "Energy Device Rules and Regulations."

An approval for an Energy Device shall be issued by the Developer or the Board, as the case may be, only in accordance with the Energy Device Rules and Regulations. With regard to Solar Collectors, the Developer or the Board, as the case may be, may determine the specific location where a Solar Collector may be installed on the roof of a Dwelling within an orientation to the south or within 45° east or west of due south; provided that such determination does not impair the effective operation of the Solar Collector. Whenever and wherever possible, a Solar Collector shall be installed on the rear portion of a roof on a Dwelling so as to minimize the visual impact of the Solar Collector from the roadways adjacent to the subject Unit. Similarly, all Energy Devices other than Solar Collectors shall be installed in a manner so as to minimize the impact on other Units in the Condominium. "Minimal visual impact" as used in this subsection shall mean that the visual impact of an Energy Device on a Unit shall be minimized by reasonable measures as set forth in the Energy Device Rules and Regulations. Considerations of optimal placement of an Energy Device shall yield to aesthetic considerations and the goal of minimal visual impact. Additional criteria for determining whether or not an Energy Device has a "minimal visual impact" also may be prescribed in the Energy Device Rules and Regulations.

Section 19: Selling, Leasing and Mortgaging of Units

Units may be made subject to mortgages without restrictions, but sales and leases thereof shall be subject to the provisions of this Section 19:

19.1 Sales. No conveyance of a Unit, by parties other than the Developer or Institutional Mortgagees, shall be valid unless a certificate executed and acknowledged by an officer of the Association, stating that all Assessments levied against such Unit have been paid in full, is recorded

together with the instrument of conveyance. The Board of Directors shall furnish such certificate upon receipt from the Unit Owner of a request form (which will be prepared by the Association) setting forth the proposed purchaser's name, notice address and date of closing. Each new Owner receiving a conveyance from any party except the Developer shall notify the Association and the Management Firm promptly after becoming a new Owner by delivering a copy of his deed to the Unit to the Association and the Management Firm.

19.2 Leases. No Unit Owner may lease or rent his Unit if he is delinquent in the payment of any Assessments. If all Assessments are paid up to date, a Unit Owner may rent or lease his Unit without further approval. However, the Unit Owner renting or leasing his Unit shall promptly notify the Management Firm or each renter and the term of such rental or lease. The sub-leasing or sub-renting of a Unit Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require upon notice to all Unit Owners that a substantially uniform form of lease or sub-lease be used by all Unit Owners (including the Developer) intending to rent or lease after said notice and to provide such form as a Common Expense of the Condominium. Entire Units only may be rented, provided the occupancy is only by the lessee, his family and guests; no individual rooms may be rented and no transient tenants may be accommodated. The provisions of this paragraph pertaining to transient tenants shall not be applicable to the Developer.

A tenant of a Unit shall have all of the use rights in the Association Property and Common Elements otherwise readily available for use generally by Unit Owners and the Owner of the leased Unit shall not have such rights, except as a guest. This shall not, however, interfere with access rights of an Owner as landlord pursuant to applicable law.

19.3 Continuing Liability. The liability of the Unit Owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sub-let said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration, the Articles of Incorporation and By-Laws of the Association, and the Management Agreement, as well as the provisions of the Act.

19.4 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

19.5 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 19.

Section 20: Compliance and Default

Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

20.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

20.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines or to sue in a court of law for damages.

20.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the Articles or By-Laws of the Association, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

20.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Articles and By-Laws of the Association, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

Section 21: Termination of Condominium

The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided elsewhere in this Declaration, or (ii) such time as termination of the condominium form of ownership is authorized by a vote of Owners owning 100% of the Units and by the Primary Institutional First Mortgagee. Upon such termination, the former Condominium Property shall be subject to an action for partition by any Owner, and the net proceeds of sale shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages and liens on his Unit, in the order of their priority, have been satisfied out of his share of such net proceeds. Upon such termination, all funds of the Association, including, but not limited to, reserves, insurance proceeds, and condemnation awards, shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages and liens on his Unit, in the order of their priority, have been satisfied out of his share of such net proceeds. The termination of the Condominium shall be effective upon a certificate of the Association, executed by its President and Secretary, certifying the basis of the termination being recorded among the public records of the County.

This Section 21 may not be amended without the consent of the Primary Institutional First Mortgagee and the Developer as long as it owns any Unit.

Section 22: Additional Rights of Mortgagees and Others

The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and, to the extent that any other provisions of this Declaration conflicts with the following provisions, if at all, the following provisions shall control:

22.1 Upon request in writing, the Association shall furnish to each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage a written notice of any default by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration that has not been cured within 30 days.

22.2 Upon request in writing, each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage on a Unit shall have the right:

(a) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books, records and financial statements of the Association during normal business hours;

(b) to receive, without any charge and within a reasonable time after such request, the annual audited financial statement which is prepared and distributed by the Association to the Unit Owners at the end of its fiscal year; provided, however, that in the event an audited financial statement is not available, the holders of 51% or more of the first mortgages in the Units shall be entitled to have such an audited statement prepared at their expense;

(c) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(d) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws or Articles of Incorporation of the Association;

(e) to receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(f) to receive written notice of any action which would require the consent of a specified number of Institutional First Mortgagees.

22.3 No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Condominium Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of the Institutional First Mortgagees of Units pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the holder of any first mortgage on a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.

22.4 The consent of Owners holding at least 75% of the total votes in the Association and the approval of the holders of first mortgages on Units which represent at least 51% of the votes of Units that are subject to first mortgages shall be required to add or amend any material provisions of this Declaration which establish, provide for, govern or regulate any of the following:

(a) Voting rights;

(b) Increases in Assessments that raise the previously Assessment by more than 25%, Assessment liens or the priority of Assessment liens;

(c) Reductions in reserves for maintenance, repair and replacement of the Common Elements;

- (d) Hazard or fidelity insurance requirements;
- (e) Rights to use of the Common Elements;
- (f) Responsibility for maintenance and repair of the Property;
- (g) Boundaries of any Unit;
- (h) The reallocation of interests in the Common Elements or Limited Common Elements or the rights to their use;
- (i) Convertibility of Units into Common Elements or of Common Elements into Units;
- (j) Leasing of Units;
- (k) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit; and
- (l) Any decision by the members of the Association to establish self-management and terminate the management responsibilities, duties and contractual obligations of the Management Firm (provided, however, that this provision (1) shall apply only if the Condominium contains 50 or more Units, and (2) shall be superseded by the provisions of Section 718.302(1), Florida Statutes, in the event of conflict between such statute and this subparagraph);
- (m) The expansion (other than the proposed phase described in this Declaration) or contraction of the Condominium Property, or the addition (other than the proposed phase described in this Declaration), annexation, or withdrawal of property to or from the Condominium;
- (n) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than as provided in this Declaration; or
- (o) Any provisions which are for the express benefit of holders, insurers or guarantors of first mortgages on the Units.

22.5 Upon specific written request to the Association, each Institutional First Mortgagee of a Unit or holder, insurer or guarantor of a mortgage on a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the common elements if such damage or destruction or taking exceeds \$10,000.00 or if damage shall occur to a Unit in excess of \$1,000.00.

22.6 If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder, insurer or guarantor of any first mortgage on a Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle a Unit Owner or other party to priority over such holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

22.7 Any holder of a first mortgage on a Unit who receives a written request to approve additions or amendments and fails to deliver or mail to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

22.8 In the event professional management has been previously required by any holder, insurer or guarantor of a first mortgage on a Unit, any decision to establish self management by the Association shall require the prior consent of Unit owners in accordance with Section 718.302(1), Florida Statutes.

22.9 As required by Section 718.110, Florida Statutes, any mortgagee consent required under this Section shall not be unreasonably withheld and shall otherwise be deemed to apply to the extent applicable.

Section 23: Disclaimer of Warranties

DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 OF THE ACT. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

ALL UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

Section 24: Mediation and Arbitration

All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be resolved through such alternative resolution procedures instead of civil litigation.

Section 25: Additional Provisions

25.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner appearing in the Association's records at the time the notice is transmitted. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided in the deed of record.

All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association.

All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

25.2 Interpretation. The Board of Directors shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Association, or the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

25.3 Binding Effect of Section 718.303, Florida Statutes. The provisions of Section 718.303(1), Florida Statutes, shall be in full force and effect and are incorporated herein. The Management Firm, for as long as the Management Agreement remains in effect, shall assist the Association in the prosecution of any action pursuant to the statute aforescribed.

25.4 Exhibits. There are hereby incorporated in this Declaration all materials contained in the exhibits annexed hereto, except that as to such exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

25.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and, wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in 2 separate capacities.

25.6 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

25.7 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

25.8 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

25.9 Gender; Plurality. For convenience and ease of reference, the third person singular impersonal form of pronoun "it" has been used herein without regard to the proper grammatical person or gender of the party being referred to. All such references shall be deemed to include the singular or plural person and the masculine, feminine or neuter gender, as required by the context.

25.10 Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 24th day of January, 1996.

WITNESSES:

FLORIDA DESIGN COMMUNITIES, INC.,
A DELAWARE CORPORATION

Kathryn A. Zimmerman
Name: Kathryn A. Zimmerman

By: Milt Flinn
Name: Milt Flinn
Title: Sr. Vice President

Ana M. Fitchett
Name: Ana M. Fitchett

Attest: Patricia A. Kelsey
Name: Patricia A. Kelsey
Title: Assistant Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 24th day of January, 1996, by Milt Flinn and Patricia A. Kelsey, as Sr. Vice Pres. and Asst. Secretary, respectively, of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, on behalf of the corporation, as Developer of Mariner's Pass Condominium. They ☒ are personally known to me or ☐ have produced _____ as identification.

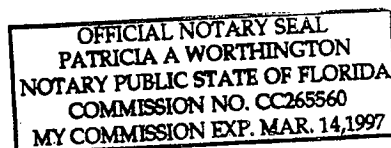
My Commission Expires:

(AFFIX NOTARY SEAL)

Patricia A. Worthington
(Signature)

Name: _____
(Legibly Printed)
Notary Public, State of Florida

(Commission Number, if any)



JOINDER AND CONSENT OF MORTGAGEE

THE FIRST NATIONAL BANK OF BOSTON, the holder of a mortgage dated the 19th day of July, 1993, and recorded in Official Records Book 2407, Page 1770, of the public records of Lee County, Florida as has been or may be amended from time to time, ("Mortgage"), which Mortgage encumbers the real property described in Exhibit No. 1 to Declaration of Condominium for Mariner's Pass Condominium, hereby joins in and consents to the recording of such Declaration of Condominium and hereby subordinates its mortgage to the terms and conditions of such Declaration of Condominium.

DATE: January 23, 1996

WITNESSES:

THE FIRST NATIONAL BANK OF BOSTON

Nicholas Whiting
Name: Nicholas Whiting

Lori G. Litow
Name: Lori G. Litow

By: Steven P. Selbo
Name: Steven P. Selbo
Title: Vice President

Attest: Jeffrey C. Warwick
Name: Jeffrey C. Warwick
Title: Vice President

(SEAL)

STATE OF GEORGIA
COUNTY OF DEKALB

The foregoing instrument was acknowledged before me this 23 day of JANUARY, 1996, by STEVEN P. SELBO and JEFFREY WARWICK as Vice Pres and Vice Pres of **THE FIRST NATIONAL BANK OF BOSTON**, on behalf of such banking institution. They ☒ are personally known to me or ☐ have produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Cheryl Geoffron
(Signature)
Name: Cheryl Geoffron
(Legibly Printed)
Notary Public, State of Georgia
My Commission Expires May 26, 1996
(Commission Number, if any)

0R2678 Pg4058

OR2678 Pg4059

**REDUCED-IN-SIZE COPY OF
EXHIBIT NO. 1 TO THE DECLARATION OF CONDOMINIUM**

MARINER'S PASS CONDOMINIUM

SECTION 6, TOWNSHIP 43 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA
OVERALL PHASING PLAN

SHEET 1 OF 3

Kit

SURVEY GROUP, INC.
LAND SURVEYORS
3323 MCGREGOR BOULEVARD
FORT MYERS, FLORIDA 33904
PHONE (941) 333-8641

NOTES

- [illegible]

0450571

- OPTICAL RECORDING BOOK, LEE COUNTY PUBLIC RECORDS
PLAT BOOK, LEE COUNTY PUBLIC RECORDS
ASSOCIATES CLINIC NUMBER 2, SEE CLINIC TABLE
ASSOCIATES CLINIC NUMBER 3, SEE CLINIC TABLE
ASSOCIATES CLINIC NUMBER 4, SEE CLINIC TABLE
FOUR 5 1/2" AND TWO 4" CAP 25000
COMMON LIGHT
LIMITED COMPANY CLIENT
SECTION 31 PLAT BOOK 20A, PAGES 168-169 IN L
SECTION 31 PLAT BOOK 20A, PAGES 168-169 IN L
INVESTMENT AND UTILITY LANDS
ASSOCIATES UNIT NUMBER
RACIAL
HOT LANDS
PERMANENT CONTROL POINT
UNIT LANDS
UNIT LANDS

DESCRIPTION FOR OVERALL PROJECT
A PARCEL OF LAND LOTS 1 AND 2 IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 16 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, BEING 20 ACRES, INCLUDING BLOCK 980, SECTION 32, TOWNSHIP 43 SOUTH, RANGE 16 EAST, LEE COUNTY, FLORIDA, BEING PLAT 1000, AS RECORDED IN PLAT BOOK 11, PAGES 115 THROUGH 120, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

DESCRIPTION FOR PHASE I
A PARCEL OF LAND LOTS 1 AND 2 IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 16 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, BEING 20 ACRES, INCLUDING BLOCK 980, SECTION 32, TOWNSHIP 43 SOUTH, RANGE 16 EAST, LEE COUNTY, FLORIDA, BEING PLAT 1000, AS RECORDED IN PLAT BOOK 11, PAGES 115 THROUGH 120, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

DESCRIPTION FOR PHASE II
A PARCEL OF LAND LOTS 1 AND 2 IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 16 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, BEING 20 ACRES, INCLUDING BLOCK 980, SECTION 32, TOWNSHIP 43 SOUTH, RANGE 16 EAST, LEE COUNTY, FLORIDA, BEING PLAT 1000, AS RECORDED IN PLAT BOOK 11, PAGES 115 THROUGH 120, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATE

MEMORY CENTRY THAT THIS PROPOSED PLAN OF CONSUMERS CLASS CONSUMPTION PHASE 1, AND PROPOSED PHASE 2, BY CONSTRUCTION OF THREE (3) PAGES TOGETHER WITH THE DECLARATION OF CONSUMERS FOR CONSUMERS FOR CONSUMERS ARE IN SUFFICIENT DETAIL TO REVEAL THE CONSUMERS ELEMENTS AND, THEREFORE, THE CONSTRUCTION OF THIS CONSUMERS IS NOT SUBSTANTIALLY COMPLETE.

FOR E & T SURVEY GROUP, INC.
Ronald E. Jones 1-25-96
 KENNETH E. BASKIN DATE:
 PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 4884

NO.	RADIUS	DELT A	INC.	TANGENT
1	1200.00	1720.00	13.71	194.13
2	1200.00	1720.00	327.31	194.13
3	100.00	3437.18	81.01	31.49
4	100.00	3036.34	54.09	27.73
5	100.00	2874.18	43.87	23.87
6	100.00	2074.18	20.74	21.87
7	1300.00	2735.32	83.53	226.87
8	1300.00	15300.00	344.37	271.13
9	1300.00	15300.00	344.37	271.13

CHORD MEANING

Exhibit 1

Legal Description of Mariner's Pass Condominium

Phase I

Lots 1 through 4, inclusive, Block 999, Section 22, PUNTA GORDA ISLES SUBDIVISION, according to the plat thereof as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida.

Subject to easements of record.

Proposed Phase II

Lots 5 through 7, inclusive, Block 999, Section 22, PUNTA GORDA ISLES SUBDIVISION, according to the plat thereof as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida.

Subject to easements of record.

THIS LEGAL DESCRIPTION IS PROVIDED FOR THE SAKE OF CLARITY.

Exhibit 1

Page 4 of 4

T#430841.1

0R2678 PG4063

4028882

2400
PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman, Esquire
Carlton, Fields, Ward, Emmanuel,
Smith & Cutler, P.A.
Post Office Box 3239
Tampa, Florida 33601-3239

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
MARINER'S PASS CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Mariner's Pass Condominium was recorded on February 22, 1996, in Official Records Book 2678, Page 4020, and the condominium drawings for Phase I, the only property submitted to condominium ownership under the Declaration, were recorded in Condominium Book 23, Pages 43 through 45, inclusive, all of the public records of Lee County, Florida, as has been amended from time to time to certify units in Phase I as substantially complete (the "Declaration"); and

WHEREAS, Section 3 of the Declaration allows FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation (the "Developer"), without joinder by others, to amend the Declaration to submit Phase II of Mariner's Pass Condominium to condominium ownership;

NOW, THEREFORE, the Developer, for itself and its successors, grantees and assigns, hereby makes, declares and publishes its intention to submit and does hereby submit the real property described herein to condominium ownership and use in accordance with Chapter 718 of the Florida Statutes, as follows:

The real property submitted to condominium ownership and use includes the lands lying and being situated in Lee County, Florida, designated and described as Phase II on Exhibit 1 attached hereto and made a part hereof, of which the condominium drawings are recorded in Condominium Book 23, Page 84, of the public records of Lee County, Florida, together with all improvements from time to time erected or installed thereon.

The real property described above shall be subject to all of the terms, provisions, conditions and easements contained in the Declaration.

In accordance with the formula set forth in Section 5 of the Declaration, each unit in Mariner's Pass Condominium, upon submission of Phase II to condominium ownership under the Declaration, shall have appurtenant thereto an 1/40th undivided share of the Common Elements and the Common Surplus.

OR2743 PG1637

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

IN WITNESS WHEREOF, this instrument was executed by the undersigned
this 8th day of August, 1996.

WITNESSES:

FLORIDA DESIGN COMMUNITIES,
INC., a Delaware corporation, as
Developer of Mariner's Pass
Condominium

Sylvia K. Keith
Name: SYLVIA K. KEITH

By: [Signature]
Name: R.C. BEYER, JR
Title: VICE PRESIDENT

Jean E. Peebles
Name: JEAN E. PEEBLES

Sylvia K. Keith
Name: SYLVIA K. KEITH

Attest: [Signature]
Name: GARY NELSON
Title: VICE PRESIDENT

Jean E. Peebles
Name: JEAN E. PEEBLES

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8th day of
August, 1996, by R.C. Beyer, Jr. and Gary Nelson, as
Vice President and Vice President, respectively, of FLORIDA
DESIGN COMMUNITIES, INC., a Delaware corporation, on behalf of the
corporation, as Developer of Mariner's Pass Condominium. They either ☒ are
personally known to me or ☐ have produced _____ as identification.

My Commission Expires: 6-13-98

(AFFIX NOTARY SEAL)

Jean E. Peebles
(Signature)
Name: JEAN E. PEEBLES
(Legibly Printed)

Notary Public, State of Florida

CC 382245
(Commission Number, if any)



JEAN E. PEEBLES
Notary Public, State of Florida
My Comm. Exp. June 13, 1998
Comm. No. CC 382245

OR2743 PG1638

JOINDER AND CONSENT TO FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR MARINER'S PASS CONDOMINIUM

THE FIRST NATIONAL BANK OF BOSTON ("Mortgagee"), the holder of a mortgage dated the 19th day of July, 1993, and recorded in Official Records Book 2407, Page 1770, of the public records of Lee County, Florida, as may be or has been modified from time to time ("Mortgage"), which Mortgage encumbers the real property described in Exhibit 1 to the First Amendment to Declaration of Condominium for Mariner's Pass Condominium, hereby consents to the recording of said Amendment subjecting the property described therein to condominium ownership and use.

DATE: August 8, 1996

WITNESSES:

THE FIRST NATIONAL BANK OF
BOSTON, a national banking association

Nicholas Whiting
Name: Nicholas Whiting

Bonnie Lew
Name: Bonnie Lew

By: Steven P. Selbo
Name: Steven P. Selbo
Title: Vice President

(SEAL)

STATE OF GEORGIA
COUNTY OF DEKALB

The foregoing instrument was acknowledged before me this 8th day of August, 1996, by STEVEN P. SELBO as Vice President of THE FIRST NATIONAL BANK OF BOSTON, a national banking association, on behalf of such association. He/She ☒ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Cheryl Geoffrion
(Signature)
Name: Cheryl Geoffrion
(Legibly Printed)
Notary Public, State of Georgia

OFFICIAL NOTARY SEAL
Cheryl Geoffrion
Notary Public State of Georgia
My Commission Exp. April 30, 2000

(Commission Number, if any)

OR2743 PG1639

MARINER'S PASS CONDOMINIUM

LYING IN
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA
PHASE II

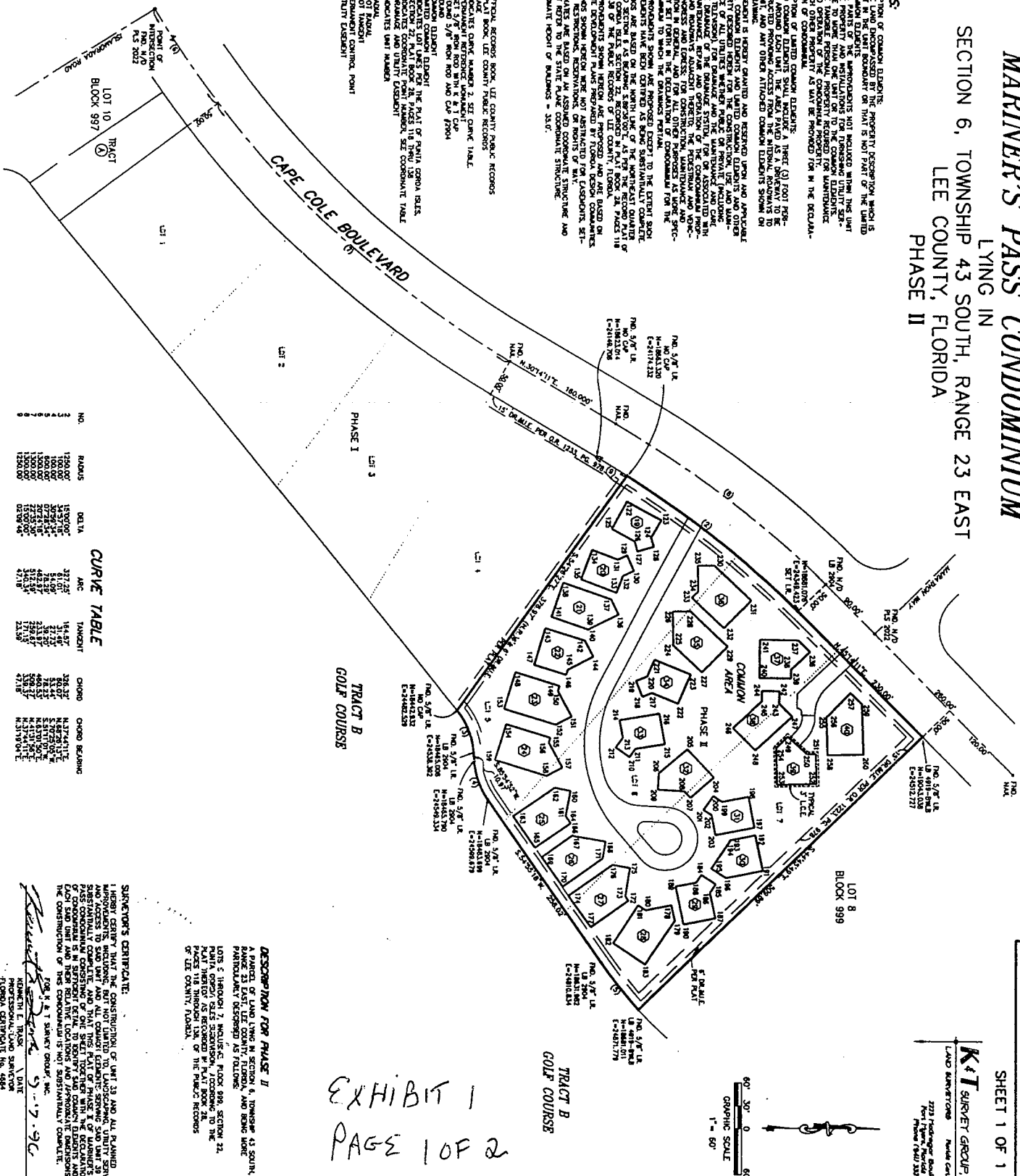
COORDINATE TABLE

NOTES:

- [illegible]

LEGEND

- | | | |
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| 0.7 | AR | ARIZONA RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 0.8 | CA | CALIFORNIA RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 0.9 | CO | COLORADO RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 1.0 | CT | CONNECTICUT RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 1.1 | DE | DELAWARE RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 1.2 | FL | FLORIDA RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 1.3 | GA | GEORGIA RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 1.4 | HI | HAWAII RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 1.5 | ID | IDaho RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 1.6 | IL | ILLINOIS RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 1.7 | IN | INDIANA RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 1.8 | IO | IOWA RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 1.9 | KS | KANSAS RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 2.0 | LA | LOUISIANA RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 2.1 | ME | MAINE RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 2.2 | MD | MARYLAND RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 2.3 | MA | MASSACHUSETTS RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 2.4 | MI | MICHIGAN RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 2.5 | MO | MISSOURI RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 2.6 | MT | MONTANA RECORDS BOOK, US COUNTY PUBLIC RECORDS |
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| 3.0 | NM | NEW MEXICO RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 3.1 | NY | NEW YORK RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 3.2 | NC | NORTH CAROLINA RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 3.3 | ND | NORTH DAKOTA RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 3.4 | OH | OHIO RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 3.5 | OK | OKLAHOMA RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 3.6 | OR | OREGON RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 3.7 | PA | PENNSYLVANIA RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 3.8 | RI | RHODE ISLAND RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 3.9 | SC | SOUTH CAROLINA RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 4.0 | SD | SOUTH DAKOTA RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 4.1 | TN | TENNESSEE RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 4.2 | TX | TEXAS RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 4.3 | UT | UTAH RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 4.4 | V | VIRGINIA RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 4.5 | WA | WASHINGTON RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 4.6 | WI | WISCONSIN RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 4.7 | WV | WEST VIRGINIA RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 4.8 | WY | WYOMING RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 4.9 | Z | ZIP CODE RECORDS BOOK, US COUNTY PUBLIC RECORDS |
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| 5.1 | 1 | 1 RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 5.2 | 2 | 2 RECORDS BOOK, US COUNTY PUBLIC RECORDS |
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| 6.4 | E | E RECORDS BOOK, US COUNTY PUBLIC RECORDS |
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| 6.7 | H | H RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 6.8 | I | I RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 6.9 | J | J RECORDS BOOK, US COUNTY PUBLIC RECORDS |
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| 8.1 | V | V RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 8.2 | W | W RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 8.3 | X | X RECORDS BOOK, US COUNTY PUBLIC RECORDS |
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| 8.5 | Z | Z RECORDS BOOK, US COUNTY PUBLIC RECORDS |
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| 8.9 | D | D RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 9.0 | E | E RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 9.1 | F | F RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 9.2 | G | G RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 9.3 | H | H RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 9.4 | I | I RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 9.5 | J | J RECORDS BOOK, US COUNTY PUBLIC RECORDS |
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| 9.7 | L | L RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 9.8 | M | M RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 9.9 | N | N RECORDS BOOK, US COUNTY PUBLIC RECORDS |
| 0.0 | O | |



CURVE TABLE

SURVIVOR'S CERTIFICATE

DESCRIPTION FOR PHASE II
A PARCEL OF LAND LYING IN SECTION 43 SOUTH,
RANGE 12 EAST, 1ST COUNTY, ILLINOIS, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:
LOTS 5 THROUGH 7, IN QUARTER 4, BLOCK 989, SECTION 22,
TOWNSHIP 40 NORTH, RANGE 12 EAST, 1ST COUNTY, ILLINOIS,
PLAT HEREIN AS RECORDED IN PLAT BOOK 24,
PAGES 118 THROUGH 124, OF THE PUBLIC RECORDS
OF 1ST COUNTY, ILLINOIS.

EXHIBIT 1
PAGE 1 OF 2

TRACT B
GOLF COURSE

K & T SURVEY GROUP, INC.
LAND SURVEYORS Route 601 9-444
2723 Padonagar Boulevard
Fort Myers, Florida 33901
Phone (813) 333-4661

SHEET 1 OF 1

SUBVENEES CERTIFICATE

I HEREBY CERTIFY THAT THE CONSTRUCTION OF UNIT 33 AND ALL PLANNED IMPROVEMENTS THEREON, INCLUDING THE CONSTRUCTION OF THE STAIRWELL AND ACCESS TO SAID UNIT AND ALL CEMENT, ELECTRIC, SEWING, AND GAS LINES, ARE NECESSARY TO THE PROPER OPERATION OF THE APARTMENT BUILDING, AND THAT THE PASS CONDOMINIUM COVENANTS OF SAID UNIT, TOGETHER WITH THE DECLARATION OF COVENANTS AND RESTRICTIONS, TO DEVELOP AND PROMOTE EASEMENTS AND RIGHTS OF ACCESS TO SAID UNIT, ARE NECESSARY TO THE PROPER OPERATION OF THE CONDOMINIUM. IT IS THE POLICY OF THE CITY OF LOS ANGELES THAT THE CONSTRUCTION OF THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.

FOR THE CITY OF LOS ANGELES

NANCY E. THOMPSON, CLERK

DATE _____

APPROVED AND FORWARDED:

NANCY E. THOMPSON, CLERK

APPROVED AND FORWARDED:

NANCY E. THOMPSON, CLERK

96 SEP 11 PM 3:51

Exhibit 1

Legal Description of Mariner's Pass Condominium

Phase II

Lots 5 through 7, inclusive, Block 999, Section 22, PUNTA GORDA ISLES SUBDIVISION, according to the plat thereof as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida.

Subject to easements of record.

THIS LEGAL DESCRIPTION IS PROVIDED FOR THE SAKE OF CLARITY.

Exhibit 1

Page 2 of 2

T#479584.1 090596

0R2743 PG16411

19.50 ✓
Prepared By and To Be Returned To:
ROBERT S. FREEDMAN, ESQUIRE
CARLTON, FIELDS, WARD, EMMANUEL,
SMITH & CUTLER, P.A.
Post Office Box 3239
Tampa, Florida 33601-3239

4041396

**FIRST SUPPLEMENT TO FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR MARINER'S PASS CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Mariner's Pass Condominium was recorded on February 22, 1996, in Official Records Book 2678, Page 4020, and which references the Condominium drawings recorded in Condominium Book 23, Pages 43 through 45, inclusive, all of the public records of Lee County, Florida (the "Declaration"), as has been amended from time to time; and

WHEREAS, the First Amendment to the Declaration, pursuant to which Phase II was submitted to condominium ownership, was recorded on September 11, 1996, in Official Records Book 2743, Page 1637, and which references the Condominium drawings recorded in Condominium Book 23, Page 84, all of the public records of Lee County, Florida; and

WHEREAS, there are unit(s) of Mariner's Pass Condominium which are now substantially complete and which are ready for conveyancing pursuant to Section 718.104(4)(e), Florida Statutes;

NOW, THEREFORE, the Declaration is hereby further amended by the condominium drawings recorded in Condominium Book 23, Page 91, of the public records of Lee County, Florida, of which a reduced-in-size copy is attached hereto as Exhibit 1 and incorporated herein by reference.

• RECORD VERIFIED CHARLES GREEN, CLERK •
• SUSAN THOMPSON •

0R2750 Pg 1984

IN WITNESS WHEREOF, this instrument was executed by the undersigned this 27th day of September, 1996.

WITNESSES:

[Signature]
Name: Barry A. Aron

[Signature]
Name: JEAN E. PEEBLES

[Signature]
Name: Barry A. Aron

[Signature]
Name: JEAN E. PEEBLES

DEVELOPER:
FLORIDA DESIGN COMMUNITIES, INC., a
Delaware corporation, as Developer of
Mariner's Pass Condominium

By: [Signature]
Name: R.C. BEYER, JR.
Title: Vice President

Attest: [Signature]
Name: GARY NELSON
Title: VICE PRES.

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27th day of September, 1996, by R.C. Beyer, Jr. and Gary Nelson as Vice Pres. and Vice Pres., respectively, of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, on behalf of the corporation, as Developer of Mariner's Pass Condominium. They either ☒ are personally known to me or ☐ have produced _____ as identification.

My Commission Expires: 6-13-98

(AFFIX NOTARY SEAL)

[Signature]
(Signature)
Name: JEAN E. PEEBLES
(Legibly Printed)
Notary Public, State of Florida



JEAN E. PEEBLES
Notary Public, State of Florida
My Comm. Exp. June 13, 1998
Comm. No. CC 382245

CC 382245
(Commission Number, if any)

OR2750 Pg1985

SHEET 1 OF 1

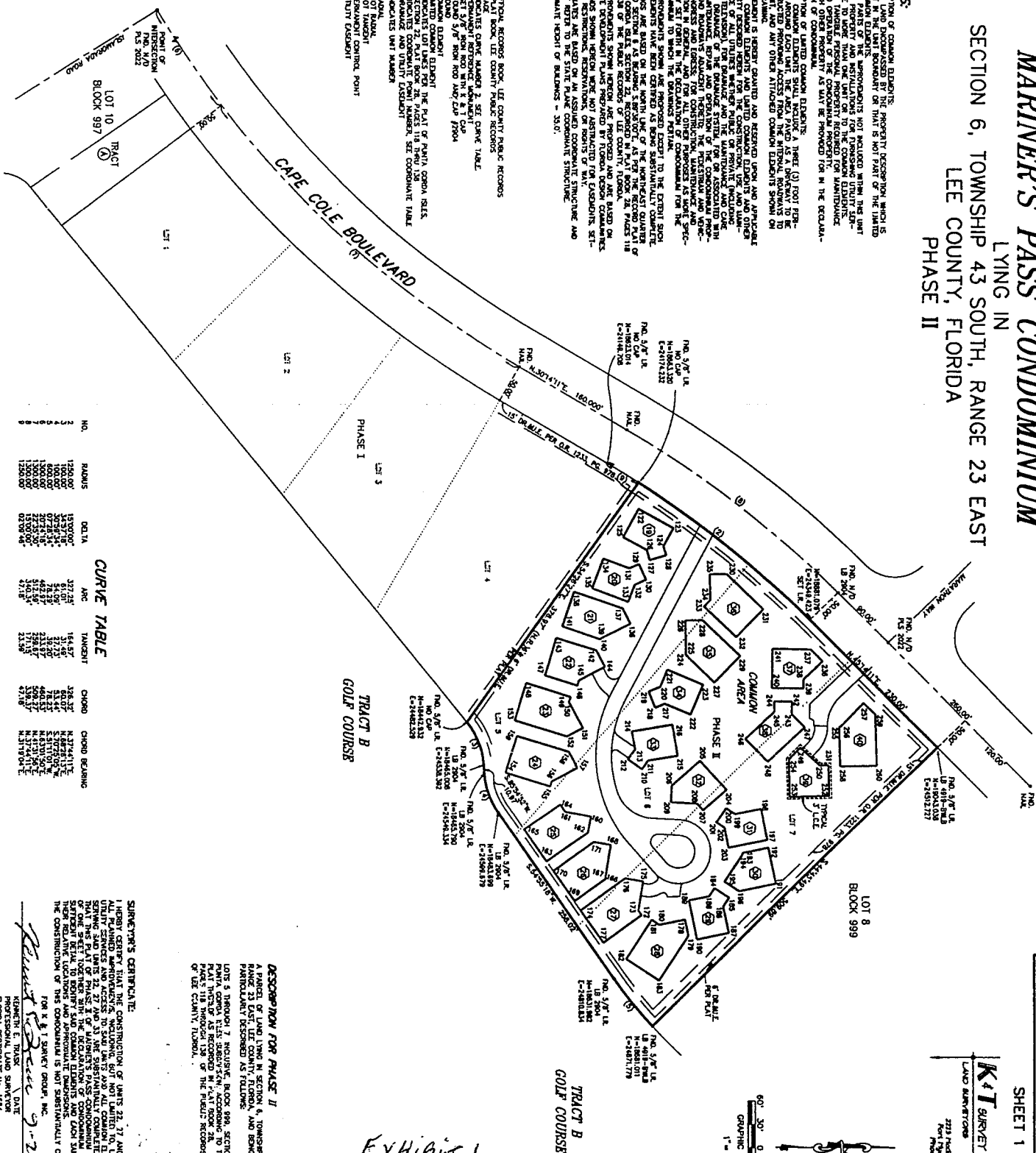
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA
PHASE II

COORDINATE TABLE

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99	100	100
100	100	100

[illegible]

LEGE

[illegible]

CURVE TABLE

NO.	RAJONS	D.O.I.A.	ARC	TANGENT	CHORO	CHORO BEARING
27	1250.00'	1307.00'	327.24'	164.87'	156.32'	N 39° 41' E
28	1250.00'	1307.00'	327.24'	164.87'	156.32'	N 39° 41' E
29	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
30	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
31	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
32	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
33	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
34	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
35	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
36	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
37	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
38	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
39	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
40	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
41	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
42	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
43	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
44	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
45	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
46	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
47	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
48	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
49	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
50	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
51	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
52	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
53	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
54	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
55	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
56	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
57	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
58	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
59	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
60	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
61	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
62	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
63	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
64	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
65	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
66	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
67	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
68	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
69	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
70	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
71	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E
72	100.00'	3079.34'	54.00'	32.73'	53.44'	S 47° 55' E

DESCRIPTION FOR PLOT 11
A PARCEL OF LAND LYING IN TOWNSHIP 43 SOUTH, RANGE 23 EAST, 1ST COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
LOTS 5 THROUGH 7 INCLUSIVE, BLOCK 999, SECTION 22, PLANT HURDLE, NILES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 118 THROUGH 138 OF THE PUBLIC RECORDS OF 1ST COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE CONSTRUCTION OF UNITS 22, 27 AND 35 AND ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO SAID UNITS AND ALL COMMON ELEMENTS, SHALL BE COMPLETED BY THE END OF THE CALENDAR YEAR 2000. THAT THE PLAY OF FAULTS IS A REMINDER OF THE PAST CONDOMINIUM CONSISTING OF ONE STREET TOGETHER WITH THE OCCUPATION OF CONDOMINIUM IS IN SUFFICIENT NEAR TO ENTRY SAID COMMON ELEMENTS AND EACH SAID UNIT AND THEIR RELATIVE LOCATIONS AND APPROXIMATE DIMENSIONS. THE CONSTRUCTION OF THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE.

FOR K & T SURVEY GROUP, INC.
 KENNETH E. TRASK \ DATE
 PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 4684
 9-26-96

Exhibit 1

Legal Description of Mariner's Pass Condominium

Phase II

Lots 5 through 7, inclusive, Block 999, Section 22, PUNTA GORDA ISLES SUBDIVISION, according to the plat thereof as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida.

Subject to easements of record.

THIS LEGAL DESCRIPTION IS PROVIDED FOR THE SAKE OF CLARITY.

Exhibit 1

Page 2 of 2

T#479584.1 093096

OR2750 PG1987

CHARLIE GREEN LEE CITY FL
96 OCT -3 AM 9:32

19.50
Prepared By and To Be Returned To:
ROBERT S. FREEDMAN, ESQUIRE
CARLTON, FIELDS, WARD, EMMANUEL,
SMITH & CUTLER, P.A.

Post Office Box 3239
Tampa, Florida 33601-3239

4054052

**SECOND SUPPLEMENT TO FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR MARINER'S PASS CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Mariner's Pass Condominium was recorded on February 22, 1996, in Official Records Book 2678, Page 4020, and which references the Condominium drawings recorded in Condominium Book 23, Pages 43 through 45, inclusive, all of the public records of Lee County, Florida (the "Declaration"), as has been amended from time to time; and

WHEREAS, the First Amendment to the Declaration, pursuant to which Phase II was submitted to condominium ownership, was recorded on September 11, 1996, in Official Records Book 2743, Page 1637, and which references the Condominium drawings recorded in Condominium Book 23, Page 84, all of the public records of Lee County, Florida ("First Amendment"); and

WHEREAS, the First Supplement to the First Amendment was recorded on October 3, 1996, in Official Records Book 2750, Page 1984, and which references the Condominium drawings recorded in Condominium Book 23, Page 91, all of the public records of Lee County, Florida; and

WHEREAS, there are unit(s) of Mariner's Pass Condominium which are now substantially complete and which are ready for conveyancing pursuant to Section 718.104(4)(e), Florida Statutes;

NOW, THEREFORE, the Declaration is hereby further amended by the condominium drawings recorded in Condominium Book 23, Page 93, of the public records of Lee County, Florida, of which a reduced-in-size copy is attached hereto as Exhibit 1 and incorporated herein by reference.

IN WITNESS WHEREOF, this instrument was executed by the undersigned this 15th day of October, 1996.

WITNESSES:

Catherine J. Way
Name: CATHERINE J. WAY

Jean E. Peebles
Name: JEAN E. PEEBLES

Catherine J. Way
Name: CATHERINE J. WAY

Jean E. Peebles
Name: JEAN E. PEEBLES

DEVELOPER:

FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, as Developer of Mariner's Pass Condominium

By: [Signature]
Name: R.O. BEYER, JR.
Title: Vice President

Attest: [Signature]
Name: GARY NELSON
Title: VICE PRESIDENT

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 15th day of October, 1996, by R.O. Beyer, Jr. and Gary Nelson, as Vice Pres. and Vice Pres., respectively, of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, on behalf of the corporation, as Developer of Mariner's Pass Condominium. They either ☒ are personally known to me or ☐ have produced _____ as identification.

My Commission Expires: 6-13-98

(AFFIX NOTARY SEAL)

[Signature]
(Signature)
Name: JEAN E. PEEBLES
(Legibly Printed)

Notary Public, State of Florida

CC 382245
(Commission Number, if any)



JEAN E. PEEBLES
Notary Public, State of Florida
My Comm. Exp. June 13, 1998
Comm. No. CC 382245

DR2757 PG2697

LYING IN
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA
PHASE II

SHEET 1 OF 1

K₄T SURVEY GROUP, INC.
LAND SURVEYORS Route 601, 4444
2222 MacGregor Boulevard
Fort Myers, Florida 33908
Phone (813) 337-8848

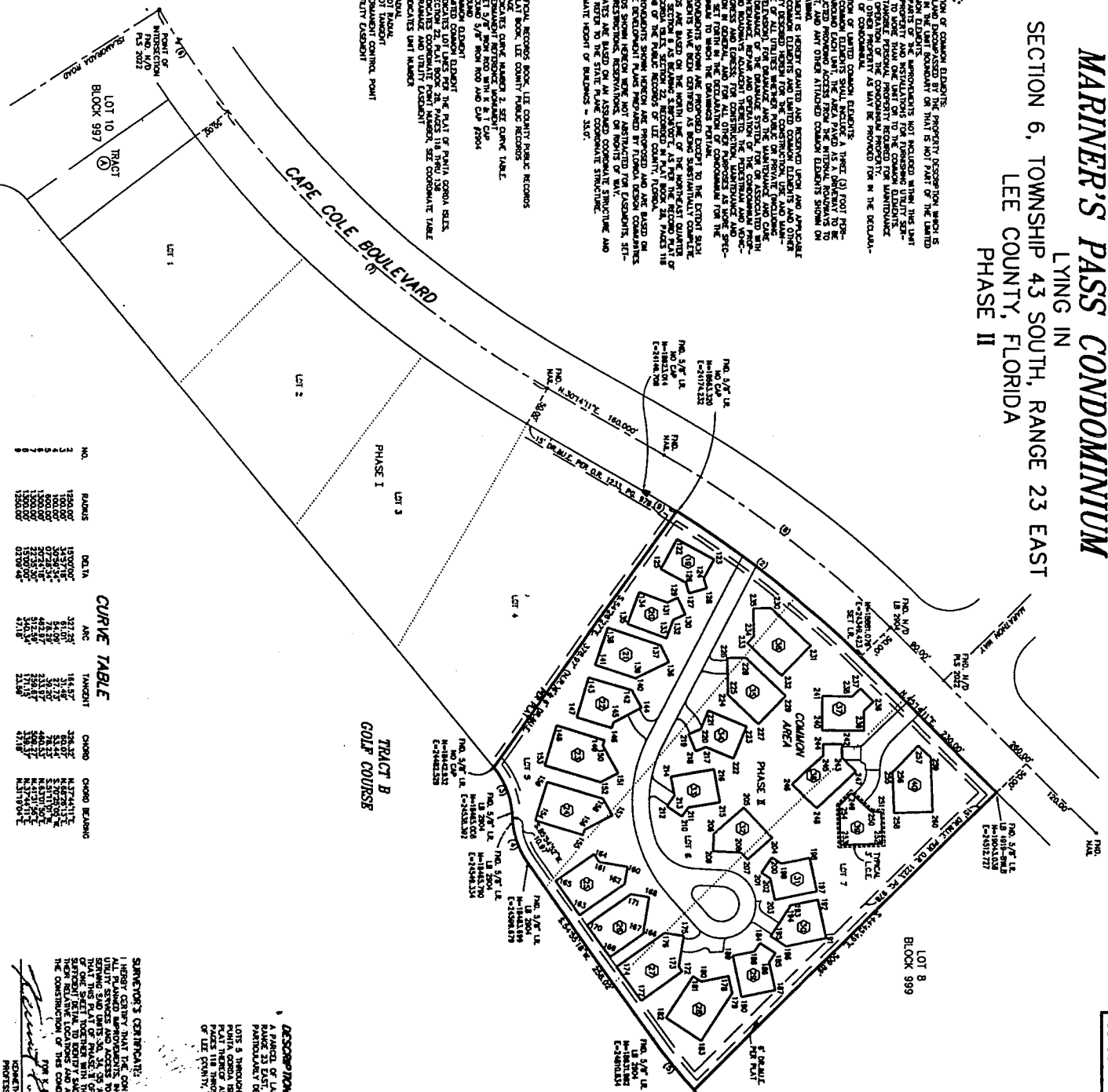
COORDINATE TABLE			
NO.	NORTHING	EASTING	
121	18605.240	24700.152	
122	18605.517	24700.372	
123	18605.794	24700.592	
124	18606.071	24700.812	
125	18606.348	24701.032	
126	18606.625	24701.252	
127	18606.902	24701.472	
128	18607.179	24701.692	
129	18607.456	24701.912	
130	18607.733	24702.132	
131	18608.010	24702.352	
132	18608.287	24702.572	
133	18608.564	24702.792	
134	18608.841	24703.012	
135	18609.118	24703.232	
136	18609.395	24703.452	
137	18609.672	24703.672	
138	18609.949	24703.892	
139	18610.226	24704.112	
140	18610.503	24704.332	
141	18610.780	24704.552	
142	18611.057	24704.772	
143	18611.334	24704.992	
144	18611.611	24705.212	
145	18611.888	24705.432	
146	18612.165	24705.652	
147	18612.442	24705.872	
148	18612.719	24706.092	
149	18612.996	24706.312	
150	18613.273	24706.532	
151	18613.550	24706.752	
152	18613.827	24706.972	
153	18614.104	24707.192	
154	18614.381	24707.412	
155	18614.658	24707.632	
156	18614.935	24707.852	
157	18615.212	24708.072	
158	18615.489	24708.292	
159	18615.766	24708.512	
160	18616.043	24708.732	
161	18616.320	24708.952	
162	18616.597	24709.172	
163	18616.874	24709.392	
164	18617.151	24709.612	
165	18617.428	24709.832	
166	18617.705	24710.052	
167	18617.982	24710.272	
168	18618.259	24710.492	
169	18618.536	24710.712	
170	18618.813	24710.932	
171	18619.090	24711.152	
172	18619.367	24711.372	
173	18619.644	24711.592	
174	18619.921	24711.812	
175	18620.198	24712.032	
176	18620.475	24712.252	
177	18620.752	24712.472	
178	18621.029	24712.692	
179	18621.306	24712.912	
180	18621.583	24713.132	
181	18621.860	24713.352	
182	18622.137	24713.572	
183	18622.414	24713.792	
184	18622.691	24714.012	
185	18622.968	24714.232	
186	18623.245	24714.452	
187	18623.522	24714.672	
188	18623.799	24714.892	
189	18624.076	24715.112	
190	18624.353	24715.332	
191	18624.630	24715.552	
192	18624.907	24715.772	
193	18625.184	24715.992	
194	18625.461	24716.212	
195	18625.738	24716.432	
196	18626.015	24716.652	
197	18626.292	24716.872	
198	18626.569	24717.092	
199	18626.846	24717.312	
200	18627.123	24717.532	
201	18627.400	24717.752	
202	18627.677	24717.972	
203	18627.954	24718.192	
204	18628.231	24718.412	
205	18628.508	24718.632	
206	18628.785	24718.852	
207	18629.062	24719.072	
208	18629.339	24719.292	
209	18629.616	24719.512	
210	18629.89		

NOTES:

- [illegible]

LEGENDE

- [illegible]



CURVE TABLE

NO.	RAJGAS	DELTA	ANC	TAMCOT	CHORO	CHORO	BEJANON
2	1350.00*	1530.00*	237.25*	164.57	326.32	N.37.41.1 E.	
3	1001.00*	1493.00*	61.00	31.46	50.07	N.37.41.1 E.	
4	1001.00*	1493.00*	61.00	31.46	50.07	N.37.41.1 E.	
5	800.00*	1072.00*	76.50	21.87	34.10	S.37.17.0 E.	
6	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
7	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
8	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
9	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
10	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
11	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
12	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
13	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
14	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
15	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
16	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
17	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
18	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
19	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
20	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
21	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
22	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
23	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
24	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
25	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
26	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
27	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
28	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
29	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
30	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
31	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
32	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
33	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
34	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
35	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
36	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
37	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
38	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
39	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
40	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
41	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
42	1300.00*	2972.00*	469.17	211.97	460.13	N.37.51.2 E.	
43	1300.00*	2972.00*	469.17				

DESCRIPTION FOR PHASE II
A PARCEL OF LAND LYING IN SECTION 43, SOUTH
RANGE 23 EAST, 1ST COUNTY, FLORIDA, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

SURVEYOR'S CERTIFICATE:

[illegible]

FOR K & T SURVEY GROUP, INC.
KENNETH E. TUCKER / DATE 10-22-96
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4484

CHARLIE GREEN LEE CTY FL
96 OCT 28 PM 1:02

Exhibit 1

Legal Description of Mariner's Pass Condominium

Phase II

Lots 5 through 7, inclusive, Block 999, Section 22, PUNTA GORDA ISLES SUBDIVISION, according to the plat thereof as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida.

Subject to easements of record.

THIS LEGAL DESCRIPTION IS PROVIDED FOR THE SAKE OF CLARITY.

OR2757 PG2699

19.50
cc

Prepared By and To Be Returned To:
ROBERT S. FREEDMAN, ESQUIRE
CARLTON, FIELDS, WARD, EMMANUEL,
SMITH & CUTLER, P.A.
Post Office Box 3239
Tampa, Florida 33601-3239

4065046

0R2764 PG1526

**THIRD SUPPLEMENT TO FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR MARINER'S PASS CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Mariner's Pass Condominium was recorded on February 22, 1996, in Official Records Book 2678, Page 4020, and which references the Condominium drawings recorded in Condominium Book 23, Pages 43 through 45, inclusive, all of the public records of Lee County, Florida (the "Declaration"), as has been amended from time to time; and

WHEREAS, the First Amendment to the Declaration, pursuant to which Phase II was submitted to condominium ownership, was recorded on September 11, 1996, in Official Records Book 2743, Page 1637, and which references the Condominium drawings recorded in Condominium Book 23, Page 84, all of the public records of Lee County, Florida ("First Amendment"); and

WHEREAS, the First Supplement to the First Amendment was recorded on October 3, 1996, in Official Records Book 2750, Page 1984, and which references the Condominium drawings recorded in Condominium Book 23, Page 91, all of the public records of Lee County, Florida; and

WHEREAS, the Second Supplement to the First Amendment was recorded on October 28, 1996, in Official Records Book 2757, Page 2696, and which references the Condominium drawings recorded in Condominium Book 23, Page 93, all of the public records of Lee County, Florida; and

WHEREAS, there are unit(s) of Mariner's Pass Condominium which are now substantially complete and which are ready for conveyancing pursuant to Section 718.104(4)(e), Florida Statutes;

NOW, THEREFORE, the Declaration is hereby further amended by the condominium drawings recorded in Condominium Book 23, Page 95, of the public records of Lee County, Florida, of which a reduced-in-size copy is attached hereto as Exhibit 1 and incorporated herein by reference.

IN WITNESS WHEREOF, this instrument was executed by the undersigned this 14th day of November, 1996.

WITNESSES:

Catherine J. Wray
Name: CATHERINE J. WRAY

Jean E. Peebles
Name: JEAN E. PEEBLES

Catherine J. Wray
Name: CATHERINE J. WRAY

Jean E. Peebles
Name: JEAN E. PEEBLES

DEVELOPER:

FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, as Developer of Mariner's Pass Condominium

By: R. C. Bayne, Jr.
Name: R. C. BAYNE, JR.
Title: Vice President

Attest: M. L.
Name: MILTON FLINN
Title: SR. VICE PRES.

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14th day of November, 1996, by R. C. Bayne, Jr. and Milton Flinn, as Vice Pres. and SR. Vice Pres., respectively, of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, on behalf of the corporation, as Developer of Mariner's Pass Condominium. They either ☒ are personally known to me or ☐ have produced _____ as identification.

My Commission Expires: 6-13-98

(AFFIX NOTARY SEAL)



JEAN E. PEEBLES
Notary Public, State of Florida
My Comm. Exp. June 13, 1998
Comm. No. CC 382245

Jean E. Peebles
(Signature)
Name: JEAN E. PEEBLES
(Legibly Printed)

Notary Public, State of Florida

CC 382245
(Commission Number, if any)

082764 P61527

96 NOV 18 PM 2:09

Exhibit 1

Legal Description of Mariner's Pass Condominium

Phase II

Lots 5 through 7, inclusive, Block 999, Section 22, PUNTA GORDA ISLES SUBDIVISION, according to the plat thereof as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida.

Subject to easements of record.

THIS LEGAL DESCRIPTION IS PROVIDED FOR THE SAKE OF CLARITY.

Exhibit 1

OR2764 Pg1529

4080283

19.50
ec
✓
Prepared By and To Be Returned To:
ROBERT S. FREEDMAN, ESQUIRE
CARLTON, FIELDS, WARD, EMMANUEL,
SMITH & CUTLER, P.A.
Post Office Box 3239
Tampa, Florida 33601-3239

**FOURTH SUPPLEMENT TO FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR MARINER'S PASS CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Mariner's Pass Condominium was recorded on February 22, 1996, in Official Records Book 2678, Page 4020, and which references the Condominium drawings recorded in Condominium Book 23, Pages 43 through 45, inclusive, all of the public records of Lee County, Florida (the "Declaration"), as has been amended from time to time; and

WHEREAS, the First Amendment to the Declaration, pursuant to which Phase II was submitted to condominium ownership, was recorded on September 11, 1996, in Official Records Book 2743, Page 1637, and which references the Condominium drawings recorded in Condominium Book 23, Page 84, all of the public records of Lee County, Florida ("First Amendment"); and

WHEREAS, the First Supplement to the First Amendment was recorded on October 3, 1996, in Official Records Book 2750, Page 1984, and which references the Condominium drawings recorded in Condominium Book 23, Page 91, all of the public records of Lee County, Florida; and

WHEREAS, the Second Supplement to the First Amendment was recorded on October 28, 1996, in Official Records Book 2757, Page 2696, and which references the Condominium drawings recorded in Condominium Book 23, Page 93, all of the public records of Lee County, Florida; and

WHEREAS, the Third Supplement to the First Amendment was recorded on November 18, 1996, in Official Records Book 2764, Page 1526, and which references the Condominium drawings recorded in Condominium Book 23, Page 95, all of the public records of Lee County, Florida; and

WHEREAS, there are unit(s) of Mariner's Pass Condominium which are now substantially complete and which are ready for conveyancing pursuant to Section 718.104(4)(e), Florida Statutes;

NOW, THEREFORE, the Declaration is hereby further amended by the condominium drawings recorded in Condominium Book 24, Page 8, of the public records of Lee County, Florida, of which a reduced-in-size copy is attached hereto as Exhibit 1 and incorporated herein by reference.

UNITS 19, 23, 26, 28, 31 and 36

IN WITNESS WHEREOF, this instrument was executed by the undersigned this 26th day of November, 1996.

WITNESSES:

Jean E. Peebles
Name: JEAN E. PEEBLES

Sharon E. Troch
Name: Sharon E. Troch

Jean E. Peebles
Name: JEAN E. PEEBLES

Sharon E. Troch
Name: Sharon E. Troch

DEVELOPER:

FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, as Developer of Mariner's Pass Condominium

By: R.C. Beyer, Jr.
Name: R.C. BEYER JR.
Title: Vice President

Attest: GARY NELSON
Name: GARY NELSON
Title: VICE PRES.

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 26th day of November, 1996, by R.C. Beyer, Jr. and Gary Nelson as Vice Pres. and Vice Pres., respectively, of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, on behalf of the corporation, as Developer of Mariner's Pass Condominium. They either ☒ are personally known to me or ☐ have produced _____ as identification.

My Commission Expires: 6-13-98

(AFFIX NOTARY SEAL)

Jean E. Peebles
(Signature)
Name: JEAN E. PEEBLES

(Legibly Printed)
Notary Public, State of Florida

CC 382245
(Commission Number, if any)



JEAN E. PEEBLES
Notary Public, State of Florida
My Comm. Exp. June 13, 1998
Comm. No. CC 382245

OR2772 P63032

COORDINATE TABLE

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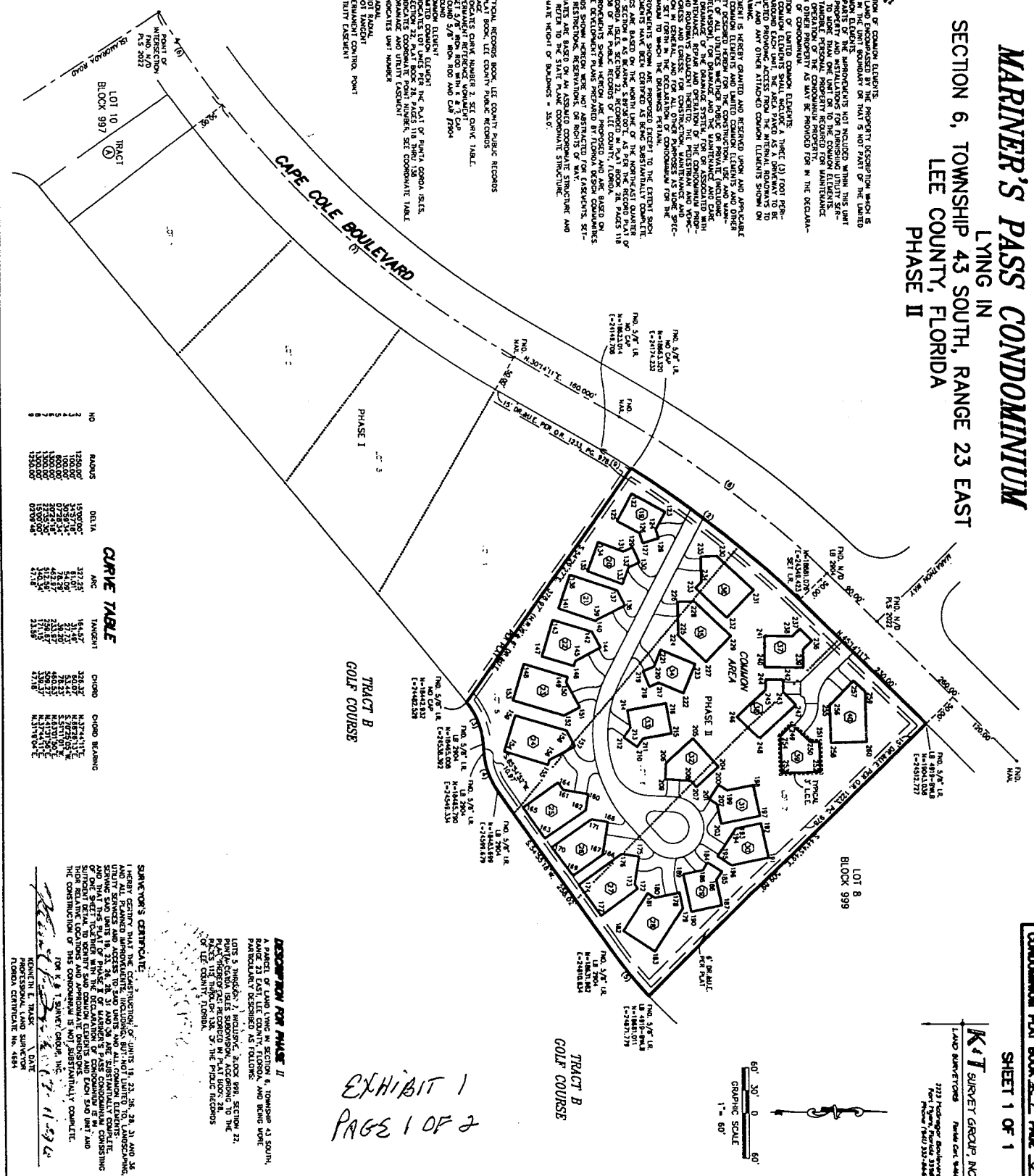
MARINER'S PASS CONDOMINIUM
LYING IN
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA
PHASE II

NOTES

1. DESCRIPTION OF COMMON ELEMENTS:
A) THE LAND ENCLOSURED BY THE PROPERTY DESCRIPTION WHICH IS NOT PART OF THE COMMON ELEMENTS.
B) ALL PARTS OF THE IMPROVEMENTS NOT INCLUDED WITHIN THIS UNIT.
C) THE IMPROVEMENTS NOT INCLUDED WITHIN THIS UNIT.
D) THE IMPROVEMENTS NOT INCLUDED WITHIN THIS UNIT.
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W) THE IMPROVEMENTS NOT INCLUDED WITHIN THIS UNIT.
X) THE IMPROVEMENTS NOT INCLUDED WITHIN THIS UNIT.
Y) THE IMPROVEMENTS NOT INCLUDED WITHIN THIS UNIT.
Z) THE IMPROVEMENTS NOT INCLUDED WITHIN THIS UNIT.

LEGEND

- 1. OPTICAL RECORDS BOOK, LEE COUNTY PUBLIC RECORDS
- 2. PLAY BOOK, LEE COUNTY PUBLIC RECORDS
- 3. PLAY BOOK, LEE COUNTY PUBLIC RECORDS
- 4. PLAY BOOK, LEE COUNTY PUBLIC RECORDS
- 5. PLAY BOOK, LEE COUNTY PUBLIC RECORDS
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- 97. PLAY BOOK, LEE COUNTY PUBLIC RECORDS
- 98. PLAY BOOK, LEE COUNTY PUBLIC RECORDS
- 99. PLAY BOOK, LEE COUNTY PUBLIC RECORDS
- 100. PLAY BOOK, LEE COUNTY PUBLIC RECORDS



KIT SURVEY GROUP, INC.
LAND SURVEYORS
2112 Highway 90, Suite 100
Tampa, Florida 33604
Phone (813) 233-4444

EXHIBIT 1
PAGE 1 OF 2

DEED FOR PHASE II
A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 43 SOUTH,
RANGE 23 EAST, LEE COUNTY, FLORIDA, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:
UNIT 5, TRACT 2, INCLOSURE, BLOCK 999, SECTION 22,
TOWNSHIP 43 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA,
PLAT 112, RECORD 132 OF THE PUBLIC RECORDS
OF LEE COUNTY, FLORIDA.

FOR & I, BERNARD, INC.,
REPRESENTING THE LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4844

96 DEC 13 PM 3:01

Exhibit 1

Legal Description of Mariner's Pass Condominium

Phase II

Lots 5 through 7, inclusive, Block 999, Section 22, PUNTA GORDA ISLES SUBDIVISION, according to the plat thereof as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida.

Subject to easements of record.

THIS LEGAL DESCRIPTION IS PROVIDED FOR THE SAKE OF CLARITY.

Exhibit 1

Page 2 of 2

0R2772 PG3034

19.50
Prepared By and To Be Returned To:
ROBERT S. FREEDMAN, ESQUIRE
CARLTON, FIELDS, WARD, EMMANUEL,
SMITH & CUTLER, P.A.
Post Office Box 3239
Tampa, Florida 33601-3239

4254576

RECORD VERIFIED CHARLIE GREEN, CLERK
SUSAN THOMPSON

0R2876 P60829

**FIFTH SUPPLEMENT TO FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR MARINER'S PASS CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Mariner's Pass Condominium was recorded on February 22, 1996, in Official Records Book 2678, Page 4020, and which references the Condominium drawings recorded in Condominium Book 23, Pages 43 through 45, inclusive, all of the public records of Lee County, Florida (the "Declaration"), as has been amended from time to time; and

WHEREAS, the First Amendment to the Declaration, pursuant to which Phase II was submitted to condominium ownership, was recorded on September 11, 1996, in Official Records Book 2743, Page 1637, and which references the Condominium drawings recorded in Condominium Book 23, Page 84, all of the public records of Lee County, Florida ("First Amendment"); and

WHEREAS, the First Supplement to the First Amendment was recorded on October 3, 1996, in Official Records Book 2750, Page 1984, and which references the Condominium drawings recorded in Condominium Book 23, Page 91, all of the public records of Lee County, Florida; and

WHEREAS, the Second Supplement to the First Amendment was recorded on October 28, 1996, in Official Records Book 2757, Page 2696, and which references the Condominium drawings recorded in Condominium Book 23, Page 93, all of the public records of Lee County, Florida; and

WHEREAS, the Third Supplement to the First Amendment was recorded on November 18, 1996, in Official Records Book 2764, Page 1526, and which references the Condominium drawings recorded in Condominium Book 23, Page 95, all of the public records of Lee County, Florida; and

WHEREAS, the Fourth Supplement to the First Amendment was recorded on December 13, 1996, in Official Records Book 2772, Page 3031, and which references the Condominium drawings recorded in Condominium Book 24, Page 8, all of the public records of Lee County, Florida; and

WHEREAS, there are unit(s) of Mariner's Pass Condominium which are now substantially complete and which are ready for conveyancing pursuant to Section 718.104(4)(e), Florida Statutes;

NOW, THEREFORE, the Declaration is hereby further amended by the condominium drawings recorded in Condominium Book 25, Page 3, of the public records

of Lee County, Florida, of which a reduced-in-size copy is attached hereto as Exhibit 1 and incorporated herein by reference.

IN WITNESS WHEREOF, this instrument was executed by the undersigned this 27th day of December, 1996.

WITNESSES:

Sharon E. Troch
Name: Sharon E. Troch

Jean E. Peebles
Name: JEAN E. PEEBLES

Sharon E. Troch
Name: Sharon E. Troch

Jean E. Peebles
Name: JEAN E. PEEBLES

DEVELOPER:

FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, as Developer of Mariner's Pass Condominium

By: [Signature]
Name: R. C. BEYER, JR
Title: Vice Pres

Attest: [Signature]
Name: NORMAN LEE
Title: VICE PRES.

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27th day of December, 1996, by R. C. Beyer, Jr. and Norman Lee, as Vice Pres. and Vice Pres., respectively, of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, on behalf of the corporation, as Developer of Mariner's Pass Condominium. They either ☒ are personally known to me or ☐ have produced _____ as identification.

My Commission Expires: 6-13-98

(AFFIX NOTARY SEAL)



JEAN E. PEEBLES
Notary Public, State of Florida
My Comm. Exp. June 13, 1998
Comm. No. CC 382245

[Signature]
(Signature)
Name: JEAN E. PEEBLES
(Legibly Printed)

Notary Public, State of Florida

CC 382245
(Commission Number, if any)

OR2876 PG0830

MARINER'S PASS CONDOMINIUM

LYING IN

SECTION 6, TOWNSHIP 43 SOUTH, RANGE 23 EAST

PHASE I

CONDOMINIUM PLAT BOOK 25 PAGE 3

SHEET 1 OF 1

K&I SURVEY GROUP, INC.

LAND SURVEYORS & MAPPERS
NORTH COAST #4444
2726 Swamp Cabbage Court
Fort Myers, Florida 33404
PHONE (414) 274-0444
FAX (414) 274-0444

COORDINATE TABLE

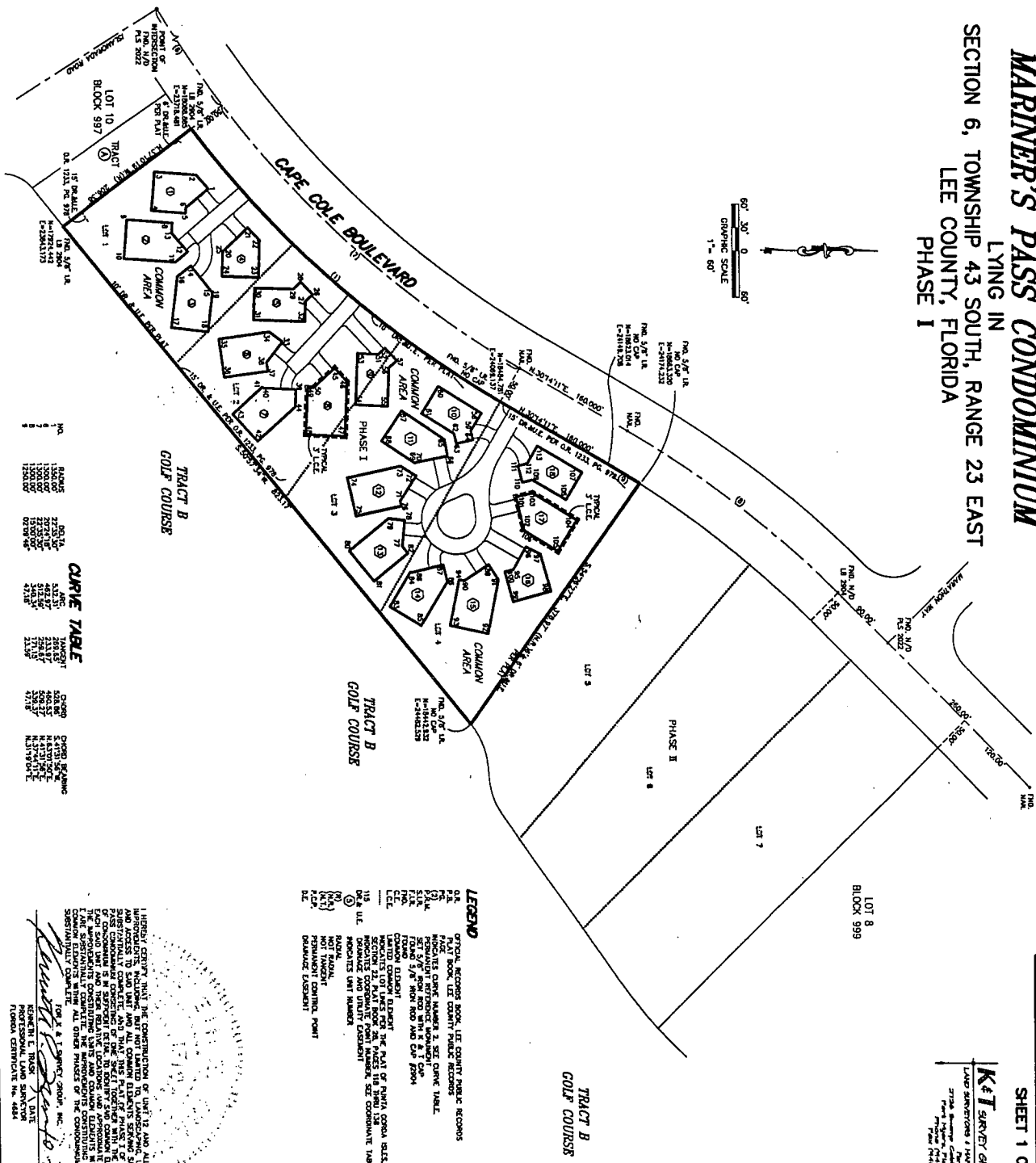
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EXHIBIT 1
PAGE 1 OF 2

97 OCT -9 PM 1:06

Exhibit 1

Legal Description of Mariner's Pass Condominium

Phase II

Lots 5 through 7, inclusive, Block 999, Section 22, PUNTA GORDA ISLES SUBDIVISION, according to the plat thereof as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida.

Subject to easements of record.

0R2876 P60832

THIS LEGAL DESCRIPTION IS PROVIDED FOR THE SAKE OF CLARITY.

Exhibit 1

Page 2 of 2

19.50 ✓
Prepared By and To Be Returned To:
ROBERT S. FREEDMAN, ESQUIRE
CARLTON, FIELDS, WARD, EMMANUEL,
SMITH & CUTLER, P.A.

Post Office Box 3239
Tampa, Florida 33601-3239

4004646

**FIRST SUPPLEMENT TO DECLARATION OF CONDOMINIUM
FOR MARINER'S PASS CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Mariner's Pass Condominium was recorded on February 22, 1996, in Official Records Book 2678, Page 4020, and which references the Condominium drawings recorded in Condominium Book 23, Pages 43 through 45, inclusive, all of the public records of Lee County, Florida (the "Declaration"); and

WHEREAS, there are unit(s) of Mariner's Pass Condominium which are now substantially complete and which are ready for conveyancing pursuant to Section 718.104(4)(e), Florida Statutes;

NOW, THEREFORE, the Declaration is hereby further amended by the condominium drawings recorded in Condominium Book 23, Page 79, of the public records of Lee County, Florida, of which a reduced-in-size copy is attached hereto as Exhibit 1 and incorporated herein by reference.

OR2729 P62270

UNITS 1, 3, 4, 5, 7, 9, 10, 13 + 14

IN WITNESS WHEREOF, this instrument was executed by the undersigned this 11th day of July, 1996.

WITNESSES:

Sylvia K. Keith
Name: SYLVIA K. KEITH

Jean E. Peebles
Name: JEAN E. PEEBLES

Sylvia K. Keith
Name: SYLVIA K. KEITH

Jean E. Peebles
Name: JEAN E. PEEBLES

DEVELOPER:

FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, as Developer of Mariner's Pass Condominium

By: [Signature]
Name: R.C. BEYER, JR.
Title: VICE PRESIDENT

Attest: [Signature]
Name: GARY NELSON
Title: VICE PRES.

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of July, 1996, by R.C. Beyer Jr. and Gary Nelson, as Vice Pres. and Vice Pres., respectively, of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, on behalf of the corporation, as Developer of Mariner's Pass Condominium. They either ☒ are personally known to me or ☐ have produced _____ as identification.

My Commission Expires: 6-13-98

(AFFIX NOTARY SEAL)

[Signature]
(Signature)
Name: JEAN E. PEEBLES
(Legibly Printed)
Notary Public, State of Florida



JEAN E. PEEBLES
Notary Public, State of Florida
My Comm. Exp. June 13, 1998
Comm. No. CC 382245

00382245
(Commission Number, if any)

OR2729 PG2271

LYING IN

SECTION 6, TOWNSHIP 43 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA
PHASE I

SHEET 1 OF 1

K&T

SURVEY GROUP, INC.

LAND SURVEYORS
2225 McCREGOR BOULEVARD
FORT MYERS, FLORIDA 33909
PHONE (941) 332-0661

COORDINATE TABLE		
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62	24278.4849	18409.739
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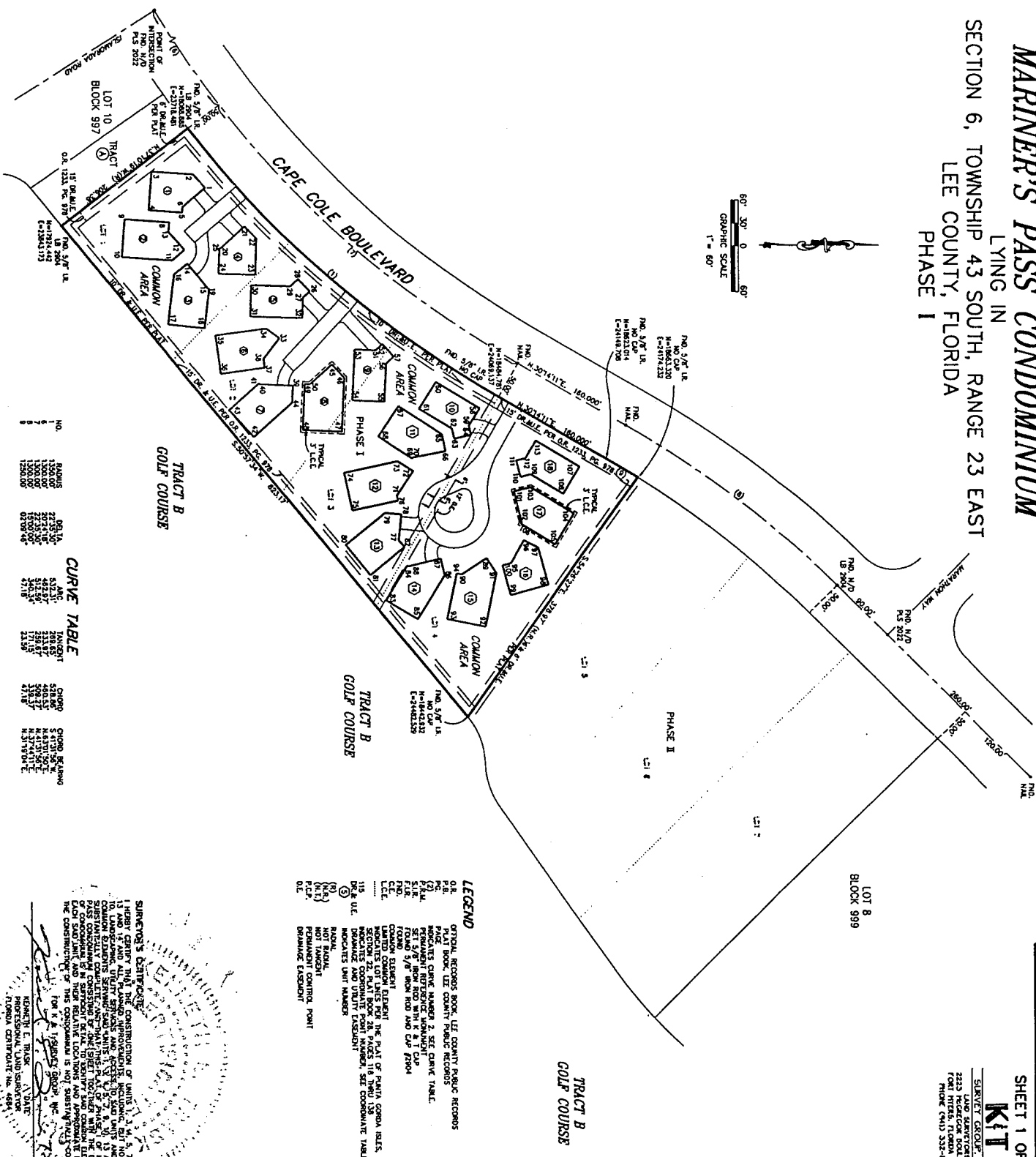


EXHIBIT 1
PAGE 1 OF 2

96 JUL 26 AM 9:27

Exhibit 1

Legal Description of Mariner's Pass Condominium

Phase I

Lots 1 through 4, inclusive, Block 999, Section 22, PUNTA GORDA ISLES SUBDIVISION, according to the plat thereof as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida.

Subject to easements of record.

OR2729 P02273

THIS LEGAL DESCRIPTION IS PROVIDED FOR THE SAKE OF CLARITY.

Exhibit 1

~~Page 4 of 4~~

PAGE 2 of 2

Prepared By and To Be Returned To:
ROBERT S. FREEDMAN, ESQUIRE
CARLTON, FIELDS, WARD, EMMANUEL,
SMITH & CUTLER, P.A.
Post Office Box 3239
Tampa, Florida 33601-3239

4028880

19-50

**SECOND SUPPLEMENT TO DECLARATION OF CONDOMINIUM
FOR MARINER'S PASS CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Mariner's Pass Condominium was recorded on February 22, 1996, in Official Records Book 2678, Page 4020, and which references the Condominium drawings recorded in Condominium Book 23, Pages 43 through 45, inclusive, all of the public records of Lee County, Florida (the "Declaration"); and

WHEREAS, the First Supplement to Declaration of Condominium was recorded on July 26, 1996, in Official Records Book 2729, Page 2270, and which references the Condominium drawings recorded in Condominium Book 23, Page 79, all of the public records of Lee County, Florida; and

WHEREAS, there are unit(s) of Mariner's Pass Condominium which are now substantially complete and which are ready for conveyancing pursuant to Section 718.104(4)(e), Florida Statutes;

NOW, THEREFORE, the Declaration is hereby further amended by the condominium drawings recorded in Condominium Book 23, Page 83, of the public records of Lee County, Florida, of which a reduced-in-size copy is attached hereto as Exhibit 1 and incorporated herein by reference.

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

IN WITNESS WHEREOF, this instrument was executed by the undersigned this 8th day of August, 1996.

WITNESSES:

Sylvia K. Keith
Name: SYLVIA K. KEITH

Jean E. Peebles
Name: JEAN E. PEEBLES

Sylvia K. Keith
Name: SYLVIA K. KEITH

Jean E. Peebles
Name: JEAN E. PEEBLES

DEVELOPER:

FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, as Developer of Mariner's Pass Condominium

By: [Signature]
Name: R.C. BEYER, JR
Title: VICE PRESIDENT

Attest: [Signature]
Name: GARY NELSON
Title: VICE PRESIDENT

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 8th day of August, 1996, by R.C. Beyer and Gary Nelson, as Vice Pres. and Vice Pres., respectively, of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, on behalf of the corporation, as Developer of Mariner's Pass Condominium. They either ☐ are personally known to me or ☒ have produced _____ as identification.

My Commission Expires: 6-13-98

(AFFIX NOTARY SEAL)



JEAN E. PEEBLES
Notary Public, State of Florida
My Comm. Exp. June 13, 1998
Comm. No. CC 382245

[Signature]
(Signature)
Name: JEAN E. PEEBLES
(Legibly Printed)

Notary Public, State of Florida

00382245
(Commission Number, if any)

DR2743 PG1634

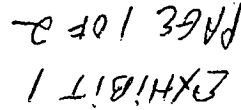
SHEET 1 OF 1

Kit

LAND SURVEYORS
2225 MCGREGOR BOULEVARD
FORT MYERS, FLORIDA 33901
PHONE (941) 332-8661

MEMBER NAME	EASTERN
19071	23786.823
19072	23777.941
19073	23823.011
19074	23823.011
19075	23823.011
19076	23823.011
19077	23823.011
19078	23823.011
19079	23823.011
19080	23823.011
19081	23823.011
19082	23823.011
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19197	23823.011
19198	23823.011
19199	23823.011
19200	23823.011

18504.136	24191.719
18513.972	24232.813
18523.685	24108.501
18531.631	24221.020
18539.431	24261.077
18557.247	24234.052
18571.712	24160.002
18589.268	24185.275
18598.236	24169.875
18623.731	24173.161
18632.687	24151.828
18650.313	24148.260
18678.058	24178.340
18692.141	



**TRACT B
GOLF COURSE**

[illegible]

WILSON'S CERTIFICATE:

[illegible]

CHORD MEASURING

CURVE	ARC	TANGENT
532.31'	288.65'	
462.97'	213.97'	
512.59'	258.67'	
340.34'	171.15'	
47.18'	23.59'	

RADIUS	DEL
1350.00'	2235
1300.00'	2024
1300.00'	2235
1300.00'	1500
1250.00'	0709

LB 2904
 M=17824.442
 E=23841173

—

96 SEP 11 PM 3:50

Exhibit 1

Legal Description of Mariner's Pass Condominium

Phase I

Lots 1 through 4, inclusive, Block 999, Section 22, PUNTA GORDA ISLES SUBDIVISION, according to the plat thereof as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida.

Subject to easements of record.

THIS LEGAL DESCRIPTION IS PROVIDED FOR THE SAKE OF CLARITY.

Exhibit 1

Page 2 of 2

T#430641.1

OR2743 PG1636

19.50
Prepared By and To Be Returned To:
ROBERT S. FREEDMAN, ESQUIRE
CARLTON, FIELDS, WARD, EMMANUEL,
SMITH & CUTLER, P.A.

Post Office Box 3239
Tampa, Florida 33601-3239

4048246

**THIRD SUPPLEMENT TO DECLARATION OF CONDOMINIUM
FOR MARINER'S PASS CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Mariner's Pass Condominium was recorded on February 22, 1996, in Official Records Book 2678, Page 4020, and which references the Condominium drawings recorded in Condominium Book 23, Pages 43 through 45, inclusive, all of the public records of Lee County, Florida (the "Declaration"); and

WHEREAS, the First Supplement to Declaration of Condominium was recorded on July 26, 1996, in Official Records Book 2729, Page 2270, and which references the Condominium drawings recorded in Condominium Book 23, Page 79, all of the public records of Lee County, Florida; and

WHEREAS, the Second Supplement to Declaration of Condominium was recorded on September 11, 1996, in Official Records Book 2743, Page 1633, and which references the Condominium drawings recorded in Condominium Book 23, Page 83, all of the public records of Lee County, Florida; and

WHEREAS, there are unit(s) of Mariner's Pass Condominium which are now substantially complete and which are ready for conveyancing pursuant to Section 718.104(4)(e), Florida Statutes;

NOW, THEREFORE, the Declaration is hereby further amended by the condominium drawings recorded in Condominium Book 23, Page 92, of the public records of Lee County, Florida, of which a reduced-in-size copy is attached hereto as Exhibit 1 and incorporated herein by reference.

• RECORD VERIFIED - CHARLIE GREEN, CLERK •
• By: J. Miller, D.C. •

IN WITNESS WHEREOF, this instrument was executed by the undersigned this 1ST day of October, 1996.

WITNESSES:

Catherine J. Way
Name: CATHERINE J. WAY

Jean E. Peebles
Name: JEAN E. PEEBLES

Catherine J. Way
Name: CATHERINE J. WAY

Jean E. Peebles
Name: JEAN E. PEEBLES

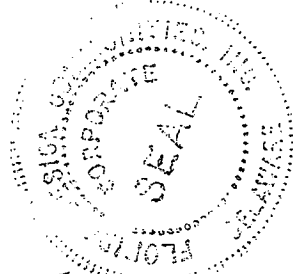
DEVELOPER:

FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, as Developer of Mariner's Pass Condominium

By: [Signature]
Name: R. C. BREYER JR.
Title: VICE PRESIDENT

Attest: [Signature]
Name: GARY NELSON
Title: VICE PRESIDENT

(SEAL)



STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1ST day of October, 1996, by R. C. Breyer, Jr. and Gary Nelson as Vice Pres. and Vice Pres., respectively, of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, on behalf of the corporation, as Developer of Mariner's Pass Condominium. They either ☒ are personally known to me or ☐ have produced _____ as identification.

My Commission Expires: 6-13-98

(AFFIX NOTARY SEAL)



JEAN E. PEEBLES
Notary Public, State of Florida
My Comm. Exp. June 13, 1998
Comm. No. CC 382245

Jean E. Peebles
(Signature)
Name: JEAN E. PEEBLES

(Legibly Printed)
Notary Public, State of Florida
CC 382245
(Commission Number, if any)

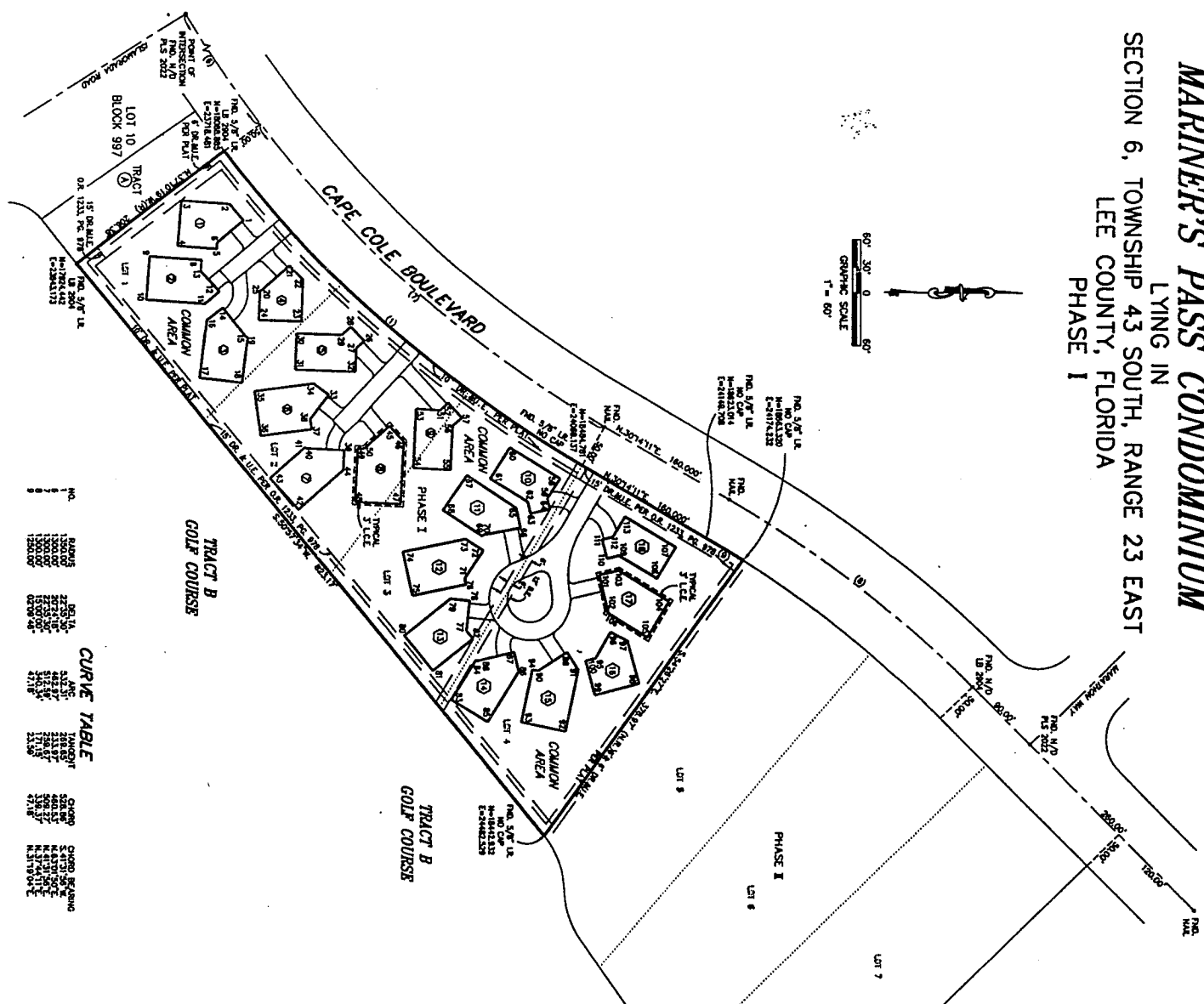
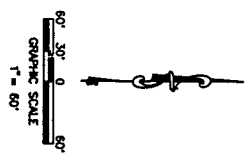
OR2754 PG1621

MARINER'S PASS CONDOMINIUM

LYING IN
SECTION 6, TOWNSHIP 43 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA
PHASE I

COORDINATE TABLE

LINE	NORTHING	EASTING
1	18114.628	22174.623
2	18107.420	22177.151
3	18101.734	22180.481
4	18097.420	22184.623
5	18094.623	22189.151
6	18093.420	22194.623
7	18093.420	22200.151
8	18094.623	22205.623
9	18097.420	22210.151
10	18101.734	22214.623
11	18107.420	22217.151
12	18114.628	22219.623
13	18122.420	22221.151
14	18130.623	22222.623
15	18139.151	22223.151
16	18147.623	22223.623
17	18156.151	22224.151
18	18164.623	22224.623
19	18173.151	22225.151
20	18181.623	22225.623
21	18190.151	22226.151
22	18198.623	22226.623
23	18207.151	22227.151
24	18215.623	22227.623
25	18224.151	22228.151
26	18232.623	22228.623
27	18241.151	22229.151
28	18249.623	22229.623
29	18258.151	22230.151
30	18266.623	22230.623
31	18275.151	22231.151
32	18283.623	22231.623
33	18292.151	22232.151
34	18300.623	22232.623
35	18309.151	22233.151
36	18317.623	22233.623
37	18326.151	22234.151
38	18334.623	22234.623
39	18343.151	22235.151
40	18351.623	22235.623
41	18360.151	22236.151
42	18368.623	22236.623
43	18377.151	22237.151
44	18385.623	22237.623
45	18394.151	22238.151
46	18402.623	22238.623
47	18411.151	22239.151
48	18419.623	22239.623
49	18428.151	22240.151
50	18436.623	22240.623
51	18445.151	22241.151
52	18453.623	22241.623
53	18462.151	22242.151
54	18470.623	22242.623
55	18479.151	22243.151
56	18487.623	22243.623
57	18496.151	22244.151
58	18504.623	22244.623
59	18513.151	22245.151
60	18521.623	22245.623
61	18530.151	22246.151
62	18538.623	22246.623
63	18547.151	22247.151
64	18555.623	22247.623
65	18564.151	22248.151
66	18572.623	22248.623
67	18581.151	22249.151
68	18589.623	22249.623
69	18598.151	22250.151
70	18606.623	22250.623
71	18615.151	22251.151
72	18623.623	22251.623
73	18632.151	22252.151
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75	18649.151	22253.151
76	18657.623	22253.623
77	18666.151	22254.151
78	18674.623	22254.623
79	18683.151	22255.151
80	18691.623	22255.623
81	18700.151	22256.151
82	18708.623	22256.623
83	18717.151	22257.151
84	18725.623	22257.623
85	18734.151	22258.151
86	18742.623	22258.623
87	18751.151	22259.151
88	18759.623	22259.623
89	18768.151	22260.151
90	18776.623	22260.623
91	18785.151	22261.151
92	18793.623	22261.623
93	18802.151	22262.151
94	18810.623	22262.623
95	18819.151	22263.151
96	18827.623	22263.623
97	18836.151	22264.151
98	18844.623	22264.623
99	18853.151	22265.151
100	18861.623	22265.623



CURVE TABLE

NO.	RAJUS	DETA	ARC	TANGENT	CHORD	CHORD BEARING
1	1350.00	27.30	242.31	281.83	547.35	S 47° 30' E
2	1350.00	27.30	242.31	281.83	547.35	S 47° 30' E
3	1350.00	27.30	242.31	281.83	547.35	S 47° 30' E
4	1350.00	27.30	242.31	281.83	547.35	S 47° 30' E
5	1350.00	27.30	242.31	281.83	547.35	S 47° 30' E
6	1350.00	27.30	242.31	281.83	547.35	S 47° 30' E
7	1350.00	27.30	242.31	281.83	547.35	S 47° 30' E
8	1350.00	27.30	242.31	281.83	547.35	S 47° 30' E
9	1350.00	27.30	242.31	281.83	547.35	S 47° 30' E
10	1350.00	27.30	242.31	281.83	547.35	S 47° 30' E

LEGEND

1. HONORARY CERTIFICATE

2. HONORARY CERTIFICATE

3. HONORARY CERTIFICATE

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97. HONORARY CERTIFICATE

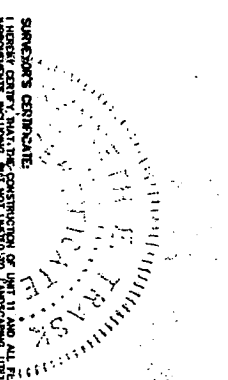
98. HONORARY CERTIFICATE

99. HONORARY CERTIFICATE

100. HONORARY CERTIFICATE

Exhibit 1
page 1 of 2

SHERRY GOLF, INC.
LAND SURVEYORS
1313 N. W. 13th Ave., Suite 200
Fort Myers, Florida 33901
Phone (941) 333-6661



02754 Pg1622

CHARLIE GREEN LEE CTY FL
96 OCT 16 PM 12:10

Exhibit 1

Legal Description of Mariner's Pass Condominium

Phase I

Lots 1 through 4, inclusive, Block 999, Section 22, PUNTA GORDA ISLES SUBDIVISION, according to the plat thereof as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida.

Subject to easements of record.

THIS LEGAL DESCRIPTION IS PROVIDED FOR THE SAKE OF CLARITY.

Exhibit 1

Page 2 of 2

T#430641.1

0R2754 PG1623

4080281

195
pl
✓
Prepared By and To Be Returned To:
ROBERT S. FREEDMAN, ESQUIRE
CARLTON, FIELDS, WARD, EMMANUEL,
SMITH & CUTLER, P.A.
Post Office Box 3239
Tampa, Florida 33601-3239

**FOURTH SUPPLEMENT TO DECLARATION OF CONDOMINIUM
FOR MARINER'S PASS CONDOMINIUM**

WHEREAS, the Declaration of Condominium for Mariner's Pass Condominium was recorded on February 22, 1996, in Official Records Book 2678, Page 4020, and which references the Condominium drawings recorded in Condominium Book 23, Pages 43 through 45, inclusive, all of the public records of Lee County, Florida (the "Declaration"); and

WHEREAS, the First Supplement to Declaration of Condominium was recorded on July 26, 1996, in Official Records Book 2729, Page 2270, and which references the Condominium drawings recorded in Condominium Book 23, Page 79, all of the public records of Lee County, Florida; and

WHEREAS, the Second Supplement to Declaration of Condominium was recorded on September 11, 1996, in Official Records Book 2743, Page 1633, and which references the Condominium drawings recorded in Condominium Book 23, Page 83, all of the public records of Lee County, Florida; and

WHEREAS, the Third Supplement to Declaration of Condominium was recorded on October 15, 1996, in Official Records Book 2754, Page 1620, and which references the Condominium drawings recorded in Condominium Book 23, Page 92, all of the public records of Lee County, Florida; and

WHEREAS, there are unit(s) of Mariner's Pass Condominium which are now substantially complete and which are ready for conveyancing pursuant to Section 718.104(4)(e), Florida Statutes;

NOW, THEREFORE, the Declaration is hereby further amended by the condominium drawings recorded in Condominium Book 24, Page 7, of the public records of Lee County, Florida, of which a reduced-in-size copy is attached hereto as Exhibit 1 and incorporated herein by reference.

IN WITNESS WHEREOF, this instrument was executed by the undersigned this 24th day of October, 1996.

WITNESSES:

Sharon E. Troch
Name: Sharon E. Troch

Jean E. Peebles
Name: JEAN E. PEEBLES

Sharon E. Troch
Name: Sharon E. Troch

Jean E. Peebles
Name: JEAN E. PEEBLES

DEVELOPER:

FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, as Developer of Mariner's Pass Condominium

By: R.C. Beyer, Jr.
Name: R.C. BEYER, JR.
Title: VICE PRES.

Attest: GARY NELSON
Name: GARY NELSON
Title: VICE PRESIDENT

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 24th day of October, 1996, by R.C. Beyer, Jr. and Gary Nelson, as Vice Pres. and Vice Pres., respectively, of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, on behalf of the corporation, as Developer of Mariner's Pass Condominium. They either ☒ are personally known to me or ☐ have produced _____ as identification.

My Commission Expires: 6-13-98

(AFFIX NOTARY SEAL)



JEAN E. PEEBLES
Notary Public, State of Florida
My Comm. Exp. June 13, 1998
Comm. No. CC 382245

Jean E. Peebles
(Signature)
Name: JEAN E. PEEBLES
(Legibly Printed)
Notary Public, State of Florida

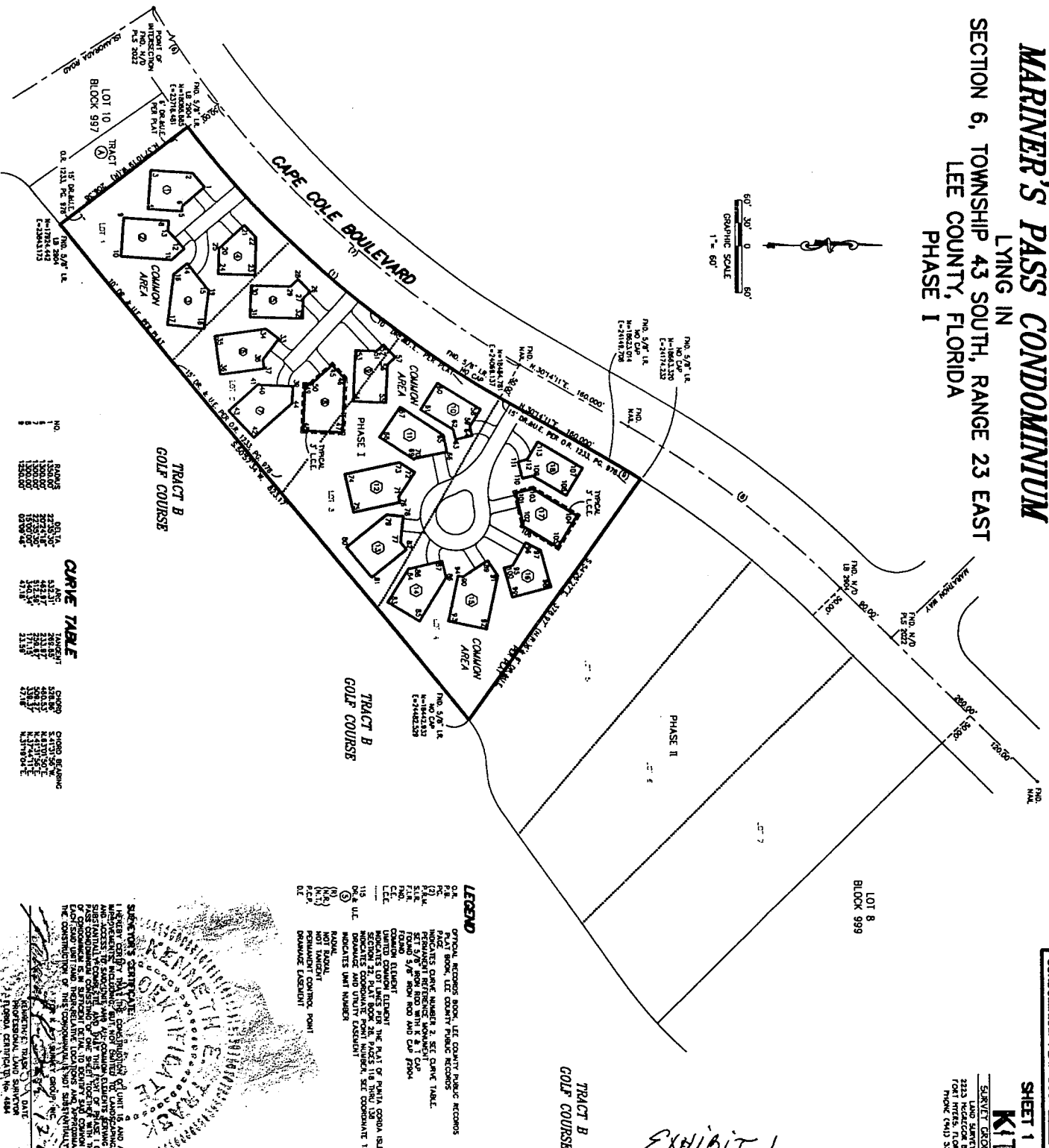
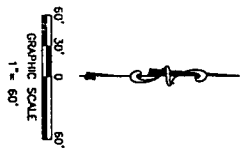
CC 382245
(Commission Number, if any)

OR2772 P63028

SHEET 1 OF 1
KIT
SURVEY GROUP INC.
LAND SURVEYORS
2223 McGEORGE BOULEVARD
FORT MYERS, FLORIDA 33901
PHONE (941) 332-8661

SURVEY GROUP INC.
LAND SURVEYORS
2223 HECACOR BOULEVARD
FORT MYERS, FLORIDA 33901
PHONE (941) 332-8661

COORDINATE TABLE	
NO.	Easting
1	10041.530
2	10041.530
3	10041.530
4	10041.530
5	10041.530
6	10041.530
7	10041.530
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43	10041.530
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46	10041.530
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91	10041.530
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93	10041.530
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95	10041.530
96	10041.530
97	10041.530
98	10041.530
99	10041.530
100	10041.530



CURVE TABLE

NO.	PLDAYS	DELTA	ARC	TENANT	CHOP	BEAK
1	1500.00	22.50	532.31	768.67	528.86	5413.56
2	1500.00	22.50	542.87	768.67	528.86	5413.56
3	1500.00	22.50	542.87	768.67	528.86	5413.56
4	1500.00	22.50	542.87	768.67	528.86	5413.56
5	1500.00	22.50	542.87	768.67	528.86	5413.56
6	1500.00	22.50	542.87	768.67	528.86	5413.56
7	1500.00	22.50	542.87	768.67	528.86	5413.56
8	1500.00	22.50	542.87	768.67	528.86	5413.56
9	1500.00	22.50	542.87	768.67	528.86	5413.56
10	1500.00	22.50	542.87	768.67	528.86	5413.56
11	1500.00	22.50	542.87	768.67	528.86	5413.56
12	1500.00	22.50	542.87	768.67	528.86	5413.56
13	1500.00	22.50	542.87	768.67	528.86	5413.56
14	1500.00	22.50	542.87	768.67	528.86	5413.56
15	1500.00	22.50	542.87	768.67	528.86	5413.56
16	1500.00	22.50	542.87	768.67	528.86	5413.56
17	1500.00	22.50	542.87	768.67	528.86	5413.56
18	1500.00	22.50	542.87	768.67	528.86	5413.56
19	1500.00	22.50	542.87	768.67	528.86	5413.56
20	1500.00	22.50	542.87	768.67	528.86	5413.56
21	1500.00	22.50	542.87	768.67	528.86	5413.56
22	1500.00	22.50	542.87	768.67	528.86	5413.56
23	1500.00	22.50	542.87	768.67	528.86	5413.56
24	1500.00	22.50	542.87	768.67	528.86	5413.56
25	1500.00	22.50	542.87	768.67	528.86	5413.56
26	1500.00	22.50	542.87	768.67	528.86	5413.56
27	1500.00	22.50	542.87	768.67	528.86	5413.56
28	1500.00	22.50	542.87	768.67	528.86	5413.56
29	1500.00	22.50	542.87	768.67	528.86	5413.56
30	1500.00	22.50	542.87	768.67	528.86	5413.56
31	1500.00	22.50	542.87	768.67	528.86	5413.56
32	1500.00	22.50	542.87	768.67	528.86	5413.56
33	1500.00	22.50	542.87	768.67	528.86	5413.56
34	1500.00	22.50	542.87	768.67	528.86	5413.56
35	1500.00	22.50	542.87	768.67	528.86	5413.56
36	1500.00	22.50	542.87	768.67	528.86	5413.56
37	1500.00	22.50	542.87	768.67	528.86	5413.56
38	1500.00	22.50	542.87	768.67	528.86	5413.56
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42	1500.00	22.50	542.87	768.67	528.86	5413.56
43	1500.00	22.50	542.87	768.67	528.86	5413.56
44	1500.00	22.50	542.87	768.67	528.86	5413.56
45	1500.00	22.50	542.87	768.67	528.86	5413.56
46	1500.00	22.50	542.87	768.67	528.86	5413.56
47	1500.00	22.50	542.87	768.67	528.86	5413.56
48	1500.00	22.50	542.87	768.67	528.86	5413.56
49	1500.00	22.50	542.87	768.67	528.86	5413.56
50	1500.00	22.50	542.87	768.67	528.86	5413.56
51	1500.00	22.50	542.87	768.67	528.86	5413.56
52	1500.00	22.50	542.87	768.67	528.86	5413.56
53	1500.00	22.50	542.87	768.67	528.86	5413.56
54	1500.00	22.50	542.87	768.67	528.86	5413.56
55	1500.00	22.50	542.87	768.67	528.86	5413.56
56	1500.00	22.50	542.87	768.67	528.86	5413.56
57	1500.00	22.50	542.87	768.67	528.86	5413.56
58	1500.00	22.50	542.87	768.67	528.86	5413.56
59	1500.00	22.50	542.87	768.67	528.86	5413.56
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61	1500.00	22.50	542.87	768.67	528.86	5413.56
62	1500.00	22.50	542.87	768.67	528.86	5413.56
63	1500.00	22.50	542.87	768.67	528.86	5413.56
64	1500.00	22.50	542.87	768.67	528.86	5413.56
65	1500.00	22.50	542.87	768.67	528.86	5413.56
66	1500.00	22.50	542.87	768.67	528.86	5413.56
67	1500.00	22.50	542.87	768.67	528.86	5413.56
68	1500.00	22.50	542.87	768.67	528.86	5413.56
69	1500.00	22.50	542.87	768.67	528.86	5413.56
70	1500.00	22.50	542.87	768.67	528.86	5413.56
71	1500.00	22.50	542.87	768.67	528.86	5413.56
72	1500.00	22.50	542.87	768.67	528.86	5413.56
73	1500.00	22.50	542.87	768.67	528.86	5413.56
74	1500.00	22.50	542.87	768.67	528.86	5413.56
75	1500.00	22.50	542.87	768.67	528.86	5413.56
76	1500.00	22.50	542.87	768.67	528.86	5413.56
77	1500.00	22.50	542.87	768.67	528.86	5413.56
78	1500.00	22.50	542.87	768.67	528.86	5413.56
79	1500.00	22.50	542.87	768.67	528.86	5413.56
80	1500.00	22.50	542.87	768.67	528.86	5413.56
81	1500.00	22.50	542.87	768.67	528.86	5413.56
82	1500.00	22.50	542.87	768.67	528.86	5413.56
83	1500.00	22.50	542.87	768.67	528.86	5413.56
84	1500.00	22.50	542.87	768.67	528.86	5413.56
85	1500.00	22.50	542.87	768.67	528.86	5413.56
86	1500.00	22.50	542.87	768.67	528.86	5413.56
87	1500.00	22.50	542.87	768.67	528.86	5413.56
88	1500.00	22.50	542.87	768.67	528.86	5413.56
89	1500.00	22.50	542.87	768.67	528.86	5413.56
90	1500.00	22.50	542.87	768.67	528.86	5413.56
91	1500.00	22.50	542.87	768.67	528.86	5413.56
92	1500.00	22.50	542.87	768.67	528.86	5413.56
93	1500.00	22.50	542.87	768.67	528.86	5413.56
94	1500.00	22.50	542.87	768.67	528.86	5413.56
95	1500.00	22.50	542.87	768.67	528.86	5413.56
96	1500.00	22.50	542.87	768.67	528.86	5413.56
97	1500.00	22.50	542.87	768.67	528.86	5413.56
98	1500.00	22.50	542.87	768.67	528.86	5413.56
99	1500.00	22.50	542.87	768.67	528.86	5413.56
100	1500.00	22.50	542.87	768.67	528.86	5413.56

**TRACT B
GOLF COURSE**

EXHIBIT 1
PAGE 1 OF 2

LEGEND

[illegible][illegible]

RENTING: MARY A. DATE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE No. 4584

96 DEC 13 PM 3:00

Exhibit 1

Legal Description of Mariner's Pass Condominium

Phase I

Lots 1 through 4, inclusive, Block 999, Section 22, PUNTA GORDA ISLES SUBDIVISION, according to the plat thereof as recorded in Plat Book 28, Pages 118 thru 138, of the Public Records of Lee County, Florida.

Subject to easements of record.

THIS LEGAL DESCRIPTION IS PROVIDED FOR THE SAKE OF CLARITY.

Exhibit 1

Page 2 of 2

OR2772 PG3030