

MADE this 6<sup>th</sup> day of May, 1987, Bay View Villas, Inc., hereinafter referred to as the "Developer", for itself, its grantees, successors and assigns.

WHEREIN, the Developer makes the following declarations.

ARTICLE I  
Purpose

1.1) The purpose of this Declaration is to submit the fee simple title to the lands described in this instrument and the improvements now or hereafter constructed thereon to the Condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, as most recently amended, herein called the "Condominium Act".

ARTICLE II  
Identification

2.1) Name and Address. The name by which this Condominium is to be identified is Lemon Bayview Villas, a Condominium, and its address is 5095 N. Beach Road, Englewood, Florida, 33533.

2.2) The Land. The land, owned by the Developer in fee simple, which is hereby submitted to the Condominium form of ownership is the land lying in Charlotte County, Florida, more particularly described in Exhibit "B" attached hereto and made a part hereof subject to the easements and other matters set forth therein or hereinafter described in this Declaration. Additional lands and improvements may be submitted to condominium ownership under this Declaration and are described as Phase II. See Exhibit "C" attached hereto for legal description.

### ARTICLE III

#### Definitions

3.1) Definitions. The terms used in this Declaration and its Exhibits shall have the meanings stated in the Condominium Act and as hereinafter provided, unless the context otherwise requires.

3.2) Unit. Units means a part of the Condominium property which is to be subject to exclusive ownership. When used in a conveyance of a Unit, and elsewhere when the context permits, the word Unit shall include the appurtenances thereto which are elsewhere described.

3.3) Developer. Developer means Bay View Villas, Inc., its designees, successors and assigns.

3.4) Unit Owner or Owner of a Unit. Unit Owner or Owner of a Unit means the owner of a Condominium parcel.

3.5) Association. Association means Lemon Bayview Villas Condominium Association, Inc., a non-profit Florida corporation, which is responsible for the operation of the condominium, and its successors and assigns.

3.6) Common Elements. Common elements shall include:

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(a) The portions of the Condominium property not included in the Units; (b) tangible personal property required for the management, maintenance, repair and operation of the common elements; and (c) other items as stated in the Condominium Act.

3.7) Limited Common Elements. Limited common elements means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units including, but not limited to, the heating and air-conditioning equipment.

3.8) Common Expenses. The common expenses means all expenses and assessments properly incurred by the Association for the condominium and all the expenses for which unit owners are liable to the Association and include:

(a) Costs and expenses of administration; costs and expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of Units to be maintained by the Association, including but not limited to:

(i) Premiums for fire and other casualty, Workmen's Compensation and other liability insurance, as provided herein.

(ii) Administrative costs of the Association, including professional fees and expenses.

(iii) Costs of water and sewage service, solar energy systems, garbage collection and trash removal, and all other utilities which are not metered or charged to the individual Condominium Units.

(iv) Labor, materials and supplies used in conjunction with the maintenance, repair, operation and replacement of the common elements.

(v) The cost of such additional land and improvements as may be purchased and added to the Condominium as common elements by action of members of the Association.

(vi) Damages to the Condominium property in excess of insurable coverage.

(vii) Expenses of management of the Condominium, including the following:

(1) Salary of a manager, if any, his assistants and agents, and

(2) Other expenses incurred in the management of the Condominium property.

(3) Management fees charged by management companies, if any.

(viii) All other costs and expenses

that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the Condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles or the Bylaws.

(b) Expenses declared common expenses by provisions of this Declaration, the Articles, the Bylaws or the Condominium Act.

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

(d) The cost and expense of maintaining, repairing and replacing all heating and air-conditioning equipment serving a particular Unit (whether such equipment is located inside or outside of the Unit) shall not be a common expense but shall be the individual expense of the owner of the Unit being served by such equipment as such equipment is a limited common element.

3.9) Condominium. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

3.10) Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

3.11) Utility Services. As used in the Condominium Act and as construed with reference to this Condominium and as used in the Declaration, Articles and Bylaws, utility services shall include, but not be limited to, electric power, gas, cable T.V., hot and cold water, heating, refrigeration, air-conditioning, and garbage, trash and sewage disposal, and solar energy system.

#### ARTICLE IV Phases

4.1) Phase Development. This condominium is intended to be the subject of phase development, as the same is permitted under the Condominium Act. The condominium shall not exceed 8 units.

The development plan is to develop the condominium of two phases, one (1) phase consisting of four (4) condominium units and the other (1) phase also consisting of four (4) condominium units. The Developer is not obligated to develop any or all of the other phases or recreational amenities proposed to be constructed therein.

Attached as Exhibit "C" is the legal description of the land comprising phase II which may become a part of the condominium. A master plot plan and a survey depicting each phase is on Exhibit "A" attached.

The number and general size of each unit in each phase is depicted on Exhibit "A".

The time period within which each phase must be com-

pleted is:

Phase II - prior to 12/31/93

No time-share estates will or may be created with respect to any units in any phase.

4.2) Submission of Additional Phases. The additional phase shall be added to the condominium property by the Developer executing and recording an Amendment to this Declaration of Condominium, a proforma copy of which is attached as Exhibit "D". This amendment may be subsequently amended by the developer by the recordation of a subsequent plat of the admitted phase that depicts minor variances caused by the actual construction of the units and placement of the building or buildings within the phase.

The approval, consent or joinder is not required of the Association or the owners of any condominium unit for such amendments to the Declaration of Condominium.

#### ARTICLE V Development Plan

5.1) Development Plan. The Condominium is described and established as follows:

5.2) Survey, Graphic Description of Improvements and Plot Plan. A survey of the land, a graphic description of the improvements in which the Units are located and the other improvements of the Condominium and a plot plan locating the improvements thereon and identifying the common elements and each Condominium Unit and providing accurate representations of their locations and dimensions are attached hereto as composite Exhibit "A" and made a part hereof.

5.3) Easements. Each of the following easements are hereby reserved in favor of the Developer, its grantees, designees, successors and assigns and the Unit Owners and are covenants running with the land of the Condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium.

(a) Utilities. As may be required for utility services in order to adequately serve the Condominium, the Units and all portions thereof, provided, however, easements through a Unit shall only be according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved, in writing, by the Unit Owner.

(b) Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, stairways, parking areas, paths, walks and lanes, as the same may from time to time exist, upon the common elements; and for vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portions of the Condominium

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property not intended for such use.

(c) Easement for Unintentional and Non-Negligent Encroachments. If a Unit shall encroach upon any common element or upon any other Unit by reason of original construction or by the non-purposeful or non-negligent act of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment shall exist so long as such encroachment shall exist. If any common element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(d) Other Easements. Other easements, any, as may be set forth in Exhibit "A".

5.4) Management Reservations by Developer. Developer subject to and limited by the terms of Section 4.4.A herein-after set forth, reserves unto itself, its successors and assigns, the right to elect and to remove and replace from time to time all directors of the Association, none of whom need be unit owners until Developer has completed the sales of all units in the Condominium, or until January 1, 1994, whichever shall first occur (herein the "development and sales period"). The Developer may elect to surrender its control prior to such time if Developer indicates its waiver of such right in writing to the Association.

5.4.A) Proviso for Transfer of Control of Association. Notwithstanding anything set forth in Section 4.4 or otherwise set forth herein to the contrary, the following formula shall govern the transfer of control of the Association from the Developer to the Unit Owners:

(a) When Unit Owner other than the Developer own fifteen percent (15%) or more of the total Units that will be operated ultimately by the Association, such Unit Owners shall be entitled to elect one-third (1/3) of the members of the Board of Directors of the Association.

(b) Unit Owner other than the Developer shall be entitled to elect a majority of the Board of Directors of the Association at such time as the earliest of the following shall occur:

(i) Three (3) years after fifty percent (50%) of the total Units in the Condominium have been conveyed to purchasers, or

(ii) Three (3) months after ninety percent (90%) of the total Units in the Condominium have been conveyed to purchasers, or

(iii) When all the Units in the Condominium have been completed, some of

them have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business, or

(iv) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

(c) The Developer shall be entitled to elect one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five (5) percent of the Units in the Condominium operated by the Association.

(d) The transfer of the control of the Association in accordance with the foregoing provisions shall take place pursuant to and in accordance with the Florida Condominium Act.

5.5) No Guarantee of Common Expenses During Development and Sales Period. The Developer does not guarantee the assessment for common expenses of the Condominium during the development and sales period. The Developer also does not guarantee the estimated operating budget of the Condominium or the schedule of expenses for each type of Unit. The Developer shall be excused, however, from the payment of the share of common expenses and assessments related to all those Units owned by the Developer and allocable to the period from the date this Declaration is recorded to the first day of the fourth calendar month following the month in which the closing of the sale of the first Unit by the Developer occurs. However, the Developer must pay the portion of common expenses incurred during the period which exceeds the amount assessed against other unit owners.

5.6) Improvements. Phase I of the Condominium includes four (4) Residential Units. The common elements include open parking areas, driveways, lawn and landscaping and other improvements and facilities as shown on Exhibit "A". The Units, Buildings and other improvements and facilities are located substantially as shown in the plans attached hereto as Exhibit "A".

5.7) Unit Boundaries. Each Unit shall include that part of the Building containing the Unit which lies within the boundaries of the Unit, which boundaries shall be determined in the following manner:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their intersection with the perimetrical boundaries:

(i) Upper Boundary - the horizontal plane of the undecorated finished ceiling of the Unit.

(ii) Lower Boundary - the horizontal plane of the undecorated finished floor of the Unit.

(b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the Unit extended to intersections with each other and with the upper and lower boundaries, and when there is attached to the building containing the Unit a loggia, terrace, balcony, patio, canopy, or other portion of the building serving only the Unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

5.8) Common Elements. The common element of the Condominium include the land and all other parts of the Condominium not within the Units and include, but are not limited to the following items:

- (a) All utility areas and installations of all utility services which are available to more than one Unit or to the common elements.
- (b) All planting areas and planters (outside of Units), lawns, trees, grass and shrubs.
- (c) All driveways, sidewalks, stairways, hallways and other means of ingress and egress to the Units.
- (d) Other recreation facilities, if any.
- (e) All mechanical equipment outside the respective Condominium Units, but not the heating and air-conditioning equipment serving each Unit.
- (f) All electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication system and all other ducts, conduits, cables, wires or pipe not within the Units and those within the Units but serving more than one Unit.
- (g) The common elements include parking spaces as shown on Exhibit "A" for the automobiles of the Unit Owners and lawful occupants as hereinafter set forth. The exclusive use of at least one such parking space will be assigned by the Developer to the owner of each Unit. An owner receiving such an assignment and the lawful occupants of such Units shall thereafter have the exclusive right to the use of such space, which shall thereafter be appurtenant to the Unit and may be transferred and reassigned only in connection with the sale, lease or transfer of the Unit. A sale or transfer of a Unit shall automatically, without further documents being filed, transfer the exclusive right to use such space to the new owner.
- (h) The forgoing and all other common elements shall be available for use by

all Unit Owners without discrimination except as herein set forth. Such use will be without charge except as authorized by this Declaration.

ARTICLE VI  
The Units

6.1) The Units. The Units of the Condominium are more particularly described and the rights of their owners established as hereinafter provided.

6.2) Unit Identification. Each Unit is identified by number shown on Exhibit "A".

6.3) Appurtenances to Units. The Owner of each Unit shall own a share and certain interests in the Condominium property, which share and interest are appurtenant to his Unit, including but not limited to the following items that are appurtenant to the Units as indicated:

(a) Common Elements and Common Surplus. The Condominium unit owners of all phases from time to time comprising the condominium shall own equal undivided shares in the land and other common elements and in the common surplus.

(b) Association Membership. The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association.

6.4) Liability for Common Expenses. Each Unit Owner shall be liable for an equal share of the common expenses.

6.5) Formula for Sharing. The formula for sharing the common expenses and the common surplus and ownership in the common elements is a fraction, the numerator being one and the denominator being the number of units that are in the phases which have been submitted to condominium ownership.

ARTICLE VII  
Maintenance, Alteration and Improvement

7.1) Maintenance, Alteration and Improvement. The responsibility for the maintenance of the Condominium property and restriction upon the alteration and improvement thereof shall be as hereinafter provided.

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

(a) All portions of a Unit, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to outside walls of buildings, roofs, floor and ceiling joists and slabs and load-bearing columns and load-bearing walls:

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association, and all such facilities contained within a Unit that service part or

parts of the Condominium other than or in addition to the Unit within which contained;

(c) All of the common elements and

(d) All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association.

7.3) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(a) To maintain, repair and replace, at his expense, all portions of his Unit except the portions to be maintained, repaired and replaced by the Association, including all outside windows and doors, including any sliding glass doors, screens, screening and screen supports. Such shall be done without disturbing the rights of other Unit Owners.

(b) To maintain, repair and replace, at his expense, all air-conditioning and heating equipment serving his Unit.

(c) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Unit without the prior approval of the Board of Directors of the Association.

(d) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

7.4) Alteration and Improvement. Except as elsewhere reserved to Developer, neither a Unit Owner nor the Association shall make any alterations in the portions of a Unit that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Unit, or impair any easement, without first obtaining the approval in writing of owners of all Units in which such work is to be done, and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State, shall be filed with the Association prior to the start of the work.

7.5) Common Elements, By the Association. The maintenance, replacement, repair and operation of the common elements shall be the responsibility of the Association as a common expense.

7.6) Alteration and Improvements of Common Elements. After the completion of all the improvements included in the common elements which are contemplated by this Declaration, or which may be added or constructed by the Developer prior to January 1, 1994, there shall be no alteration or further improvement of common elements without prior approval of 75% of the Unit Owners. There shall be no change in the shares and rights of a Unit Owner in the common elements which are altered or further improved.

ARTICLE VIII  
Assessments

8.1) Assessments. The making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the Bylaws and subject to the provisions hereinafter provided.

8.2) Share of Common Expenses. Each Unit Owner shall be liable for an equal share of the common expenses.

8.3) Annual Budget of Common Expenses. The annual Budget of Common Expenses shall be adopted by the Board of Directors of the Association.

8.4) Interest; Application of Payments. Assessments and installments of such assessments paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the general expense account.

8.5) Lien for Assessments. There shall be a lien for unpaid assessments as provided by the Condominium Act which shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

ARTICLE IX  
Association

9.1) Association. The operation of the Condominium shall be by Lemon Bayview Villas Condominium Association, Inc., a Corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the provisions hereinafter set forth.

9.2) Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "E".

9.3) Powers. The Association shall have all of the powers and duties reasonably necessary to operate the condominium property as set forth in the Condominium Act, this Declaration and the Articles of Incorporation and Bylaws of the Association, and as the same may be amended. It shall also have the power subsequent to the recording of this Declaration to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in real and personal property, including, but not limited to country clubs, club houses, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of Unit Owners and to declare the expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses and may take such covenants and restrictions respecting the use of the facilities not inconsistent with the Condominium Act as may be desired. The Association shall also have the power to contract for the management of the Condominium and to delegate to the contractor all of the powers and duties of the Association except such as are specifically required by this Declaration, the Bylaws or the Condominium act to have the approval of the Board of Directors or the membership of the

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Association.

9.4) Bylaws. The administration of the Association and the operation of the Condominium property shall be governed by the Bylaws, a copy of which is attached as Exhibit "F".

9.5) Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to Unit Owners for the injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained by the Association, or caused by the elements or other owners or persons.

9.6) Restraint Upon Assignment of Shares and Assets. The share of members in the funds and assets of the cannot be assigned, hypothecated, encumbered or transferred in any manner, except as an appurtenance of his Unit.

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

9.8) Membership and Voting Rights. All Unit Owners in the Condominium are and must be members of the Association. The owners of each Unit shall be entitled to cast one (1) vote for each Unit owned as provided in the Bylaws.

#### ARTICLE X Insurance

10.1) Insurance. The insurance other than title insurance which shall be carried upon the Condominium property and the property of the Unit Owners shall be governed by the provisions hereinafter set forth.

10.2) Authority to Purchase; Named Insured. All insurance policies upon the Condominium property shall be purchased by the Association and the named insured shall be the Association individually and as agent for the Unit Owners, naming them and their mortgagees as their interests may appear. Provision shall be made for the issuance of mortgage endorsements and memoranda of insurance to the mortgagees of Unit Owners. Unit Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

10.3) Mortgagee Approval. So long as an institutional first mortgagee shall hold a mortgage upon any Unit, the Association shall submit to said mortgagee proof of payment of the annual premiums on all such insurance policies purchased by the Association. This subparagraph shall be construed as a covenant for the benefit of, and may be enforced by, any institutional first mortgage.

10.4) Casualty. All buildings and improvements upon the land and all personal property included in the Condominium property shall be insured in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

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(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

(b) Flood insurance, if required by any lenders; and

(c) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief.

10.5) Public Liability. Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Unit Owners as a group, to a Unit Owner.

10.6) Workmen's Compensation. Workmen's Compensation insurance shall be carried to meet the requirements of the law.

10.7) Other Insurance. The Association shall carry such other insurance and in such amounts as the Board of Directors shall determine from time to time to be desirable.

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

10.9) Association as Agent. The Association is irrevocably appointed agent 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, provided, however, that no claims relating to an individual Unit upon which there is an institutional first mortgage shall be settled without the consent of the institutional mortgagee holding said mortgage, and provided further, that no claims affecting the common elements in excess of \$15,000 shall be settled without the consent of all institutional mortgagees.

10.10) Reconstruction and Repair. If any part of the Condominium property shall be damaged by casualty, it shall be reconstructed or repaired immediately unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

10.11) Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the Board of Directors of the Association and institutional first mortgagees holding mortgages on the Units involved.

10.12) Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair after casualty shall be that of

the Association. Insurance proceeds shall be applied to such reconstruction and repair.

10.13) Estimate of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.14) Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the Association shall pay over sufficient amounts to provide funds to pay the estimated costs, as part of the common expenses of the Association to be assessed against Unit Owners.

10.15) Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association. The first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds and if there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the Association as common surplus.

#### ARTICLE XI Use Restrictions

11.1) Use Restrictions. The use of the property of the Condominium shall be in accordance with the provisions hereinafter set forth.

11.2) Units. Each of the Units shall be occupied only by the owner, his tenants, servants and guests, and the respective families and guest of the Owner and his tenants, as a residence and for no other purpose. No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby.

11.3) Common Elements. The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

11.4) Nuisances. No nuisances shall be allowed upon the Condominium property, nor any use or practice not contemplated by this Declaration which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the common elements which will increase the rate of insurance upon the Condominium property.

11.5) Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction

thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modifications or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

11.6) Leasing. Entire Units only may be rented, provided the occupancy is only by the Lessee and/or his family, his servants and guests.

11.7) Signs. No signs of any type shall be displayed anywhere on the Condominium property without the express permission of the Board of Directors of the Association.

11.8) Antennas, Aerials, Etc. Without the prior permission of the Board of Directors of the Association, no television antennas, airconditioners, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of any building, except for those structures that form a part of the original building.

11.9) Clothes Lines, Etc. No clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the common elements, except by the Association, and no clothes, rugs, draperies, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.

11.10) Electrical Apparatus. No electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception in other Units.

11.11) Parking. No commercial vehicles or recreational vehicles may be parked upon the premises except in areas designated by the Board of Directors of the Association.

11.12) Regulations. Reasonable rules and regulations concerning the use of the Condominium property may be made and amended from time to time by the Board of Directors of the Association, in the manner provided in the Articles or Bylaws, provided such rules and regulations are of uniform application. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium by request.

11.13) Proviso. Provided, however, that until closed the sales of all of the Units in the Condominium, neither the Unit Owners nor the Association nor the use of the Condominium property shall interfere with the sale or lease of the Units. Developer may make such use of the unsold Units and common elements as may facilitate such completion and sale or lease, including, but not limited to, maintenance of a sales office, the showing of the property, and the display of signs.

## ARTICLE XII Maintenance of Community Interests

12.1) Maintenance of Community Interests. Except as otherwise stated, in order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by any owner other than Developer shall be subject to the following provisions so long as the Condominium exists and the Units in useful condition exist upon the land, which provisions

each Unit Owner covenants to observe. The Developer shall be required to obtain Association approval for any transfer described in 12.2(c) only.

12.2) Transfers Subject to Approval. The following transfers shall be subject to approval:

(a) Sale. No Unit Owner may dispose of a Unit or any interest therein by sale or other transfer without the approval of the Association.

(b) Gift, Devise of Inheritance. If any Unit Owner shall acquire his title by gift, devise or inheritance or other means of transfer not herein set forth, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

(c) Lease, Rental or Occupancy in the Absence of the Owners. No Unit Owner may lease, rent or allow his Unit to be occupied in his absence without the approval of the Association.

12.3) Approval by Association. The approval of the Association which is required for the transfer of ownership of Units, leasing, renting or occupancy in the absence of the Unit Owner shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. A Unit Owner intending to make a bona fide sale or transfer of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser or transferee and/or such other information as the Association may reasonably require. Such notice, if a sale, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Gift, Devise or Inheritance; Other Transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(3) Leasing, Renting or Occupancy of Unit in Absence of Unit Owner. A Unit Owner intending to lease, rent, or allow his Unit to be used in his absence shall give written notice of his intent to the Association and such other information

required by the Association thirty (30) days prior to such rental, lease or occupancy of the Unit.

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

(b) Certificate of Approval. Within thirty (30) days after receipt of such notice and information of a proposed transfer, change of ownership, lease, rental or occupancy in the absence of the Unit Owner, as above set forth, the Association must either approve or disapprove the proposed transaction or continuance of ownership. If approved, the approval shall be stated in a certificate form, and in the case of a transfer of ownership, shall be delivered to the purchaser or Unit Owner and shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the Purchaser or Unit Owner.

(c) Approval of Corporate Owner or Purchaser. Inasmuch as the Units may be used only for residential purposes, and a corporation cannot occupy such a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the Unit be also approved by the Association.

(d) Fee for Approval. The Association may charge a fee in connection with each request for approval but in no event shall such fee be in excess of \$50.00.

12.4) Disapproval by Association. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed of as follows:

(a) Sale or Change of Ownership. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, or if the Unit Owner giving notice has acquired this title by gift, devise, inheritance or in any other manner, then within 30 days after receipt of such notice and information, the Association shall deliver or mail, by certified mail, to the Unit Owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(1) If the proposed transaction is a sale, the purchaser shall have the option (to be stated in the agreement) to pay the price as stated in the disapproved contract to sell, or to pay the fair market value determined by arbitration.

(2) If the Unit Owner has acquired his title by gift, devise, inheritance or any other manner, the sale price shall be the fair market value determined by agreement between seller and purchaser within 20 days of the delivery or mailing of such agreement, and in the absence of such agreement, by arbitration.

(3) Arbitration shall be in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchaser.

(4) The purchase price shall be paid in cash at closing.

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

(6) A certificate of the Association executed by its President and Secretary approving the purchaser shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the purchaser.

(7) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction or changed ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Sarasota County, Florida, at the expense of the purchaser or Unit Owner, as the case may be.

12.5) Mortgage. No Unit Owner other than the Developer may mortgage his Unit or any interest therein, except to a bank, life insurance company, real estate investment trust, savings and loan association or other conven-

tional institutional lender, or seller, or to a vendor to secure a portion or all of the purchase price, without the approval of the Association. The approval of any other mortgagee may be upon conditions determined by the Association, or may be arbitrarily withheld.

12.6) Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer or to a purchase by Developer or by a bank, life insurance company, real estate investment trust, savings and loan association or other conventional institutional lender, or seller, that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer or sale by Developer or by a bank, life insurance company, real estate investment trust, savings and loan association or other conventional institutional lender, or seller, that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to an execution sale, foreclosure sale, judicial sale or tax sale.

12.7) Unauthorized Transactions. Any sale or mortgage which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

12.8) Notice of Lien or Suit.

(a) Notice of Lien. A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit other than for permitted mortgages, taxes and special assessments within 5 days after the attaching of a lien.

(b) Notice of Suit. A Unit Owner shall give notice in writing, to the Association of every suit or other proceeding which may affect title to his Unit, such notice to be given within 5 days after the Unit Owner receives knowledge thereof.

(c) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

#### ARTICLE XIII

##### Purchase of Units by Association

13.1) Purchase of Units by Association. The Association shall have the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage and convey the same with the approval of 66 2/3% of all Unit Owners.

13.2) Forced Sale. The Association shall have the right, without unit owner approval, to purchase a unit at clerk's sale, sheriff's sale, or foreclosure sale for a purchase price not to exceed the amount due the Association for assessments, fines, costs, or attorney fees owed the Association by said unit.

#### ARTICLE XIV

##### Compliance and Default

14.1) Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations adopted pursuant thereto as set forth herein and as said documents and Rules and Regulations may be amended from time to time. Failure of a Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the relief, hereinafter provided, in addition to the remedies provided by the Condominium Act.

14.2) Enforcement. The Association and its directors, officers and agents are hereby empowered to enforce this Declaration and the Bylaws and Rules and Regulations of the Association. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

14.3) Negligence. A Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the common elements, by the Unit Owner.

14.4) Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Bylaws, the Articles, the Condominium Act or the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, or for a declaratory judgment relating to the rights of the Association or Unit Owners thereunder, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys fees to be awarded by the court.

14.5) No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

#### ARTICLE XV Amendments

15.1) Amendments. Except as otherwise specifically provided herein, this Declaration of Condominium may be amended only in the manner hereinafter set forth.

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

15.3) Resolution and Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by at least 66 2/3 percent (66 2/3%) of the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their ap-

proval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) not less than 66 2/3% of the votes of the entire membership of the Association;

or

(b) until the first election of Directors, only by all of the members of the Board of Directors of the Association, provided the amendment does not increase the number of Units, decrease the total area of the property included within the Condominium, or alter the common elements.

15.4) Limitation on Amendment. No amendment shall discriminate against any Unit Owner nor against any Unit or class or groups of Units unless the Unit Owners so affected shall consent. No amendment shall change the provisions of Section 4.4. entitled "Management Reservations by Developer", Section 4.8(h), Section 11.13 entitled "Proviso", or Section 12.6 entitled "Exceptions" without the Developer's consent. Neither shall an amendment make any change in section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty", unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment.

15.5) Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by officers of the Association with all the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Charlotte County, Florida.

#### ARTICLE XVI Termination

16.1) Termination. The Condominium may be terminated in the manner hereinafter provided, in addition to the manner provided in the Condominium Act.

16.2) Agreement. The Condominium may be terminated by the approval in writing of all of the Owners of the Units therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the Units and if the record Owners of all mortgages upon the Units are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have the option to buy all of the Units of the other owners for a period ending on the sixtieth (60) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased, of

an agreement to purchase signed by the record owners of the Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall affect a separate contract between each Seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitration may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash at closing.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

16.3) Certificate. The termination of the Condominium shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Charlotte County, Florida.

16.4) Shares of Owners after Termination. After termination of the Condominium, the Unit Owner shall own the Condominium property and all assets of the Association as tenants in common, in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the common elements appurtenant to the owners' Unit prior to the termination.

16.5) Amendment. The section concerning termination cannot be amended without consent of all Unit Owners and of all record owners of mortgages upon Units.

#### ARTICLE XVII Institutional First Mortgagees

17.1) Defined. The term "institutional first mortgagees" as used in this declaration shall mean all savings and loan associations, banks, real estate investment trusts, the construction lender for the Condominium, if any,

insurance companies or other conventional institutional lenders holding a mortgage upon any of the Condominium Units. Notwithstanding any of the foregoing provisions of this Declaration, the written consent of all institutional first mortgagees shall be first obtained prior to (1) the subdivision of any Unit; (2) any change in the percentage of ownership of the common surplus or common elements; (3) any change in the percentage of sharing the common expense or assessments; (4) any change in the voting rights; (5) any change in the insurance provisions; and (6) termination of the Condominium. The failure of the Association and the Board of Directors to comply with and fully perform the terms of the Condominium documents and the Condominium Act may constitute an actionable default under the terms of any institutional first mortgage, at the election of such institutional first mortgage.

17.2) Unpaid Assessments. Notwithstanding anything herein to the contrary, no institutional first mortgagee who acquires title to a Unit by foreclosure or deed in lieu thereof shall be responsible for the payment of any unpaid assessments pertaining to such Unit existing or accrued at the time such institutional first mortgagee acquired title.

ARTICLE XVIII  
Continuation of Developer's Rights

18.1) Developer's Rights Inure to Benefit of Its Designees, Successors and Assigns. All powers, privileges, easements, rights, reservations, restrictions and limitations herein reserved or otherwise created for the benefit of the Developer shall inure to the benefit of the Developer's designees, successors and assigns.

ARTICLE XIX  
Severability

19.1) Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase of work, or other provision in this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

ARTICLE XX  
Termination by Developer

20.1) Termination by Developer. Notwithstanding anything herein contained to the contrary, the Developer may terminate this Condominium at any time prior to the recordation of conveyance of the first Unit by filing and recording an instrument in the Public Records of Sarasota County, Florida, specifying that the Condominium is terminated, in which event this Declaration and all Exhibits hereto and all plats thereof shall be of no further force and effect.

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

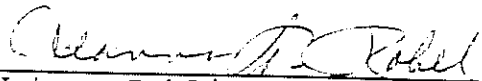
Signed, sealed and delivered BAY VIEW VILLAS, INC.  
in the presence of:

By: [Signature] (SEAL)  
Attest: [Signature]

STATE OF FLORIDA 166,000.13  
COUNTY OF SARASOTA 600K

I HEREBY CERTIFY that on this day, before me, the undersigned authority duly authorized to take acknowledgments, personally appeared PETER M. TEOLINAS, to me known to be the President and Secretary, respectively, of Bay View Villas, Inc., and they acknowledged before me that they executed the foregoing instrument as such officers for and on behalf of said corporation as its free act and deed through authority of its Board of Directors and that they affixed thereto the corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of May 1987.

  
Notary Public

My Commission Expires:

Nov. 6, 1987

OK 923 PG 1173

CONSENT OF MORTGAGEE

The undersigned Mortgagee, owner and holder of a mortgage on part of the real property described in Exhibit "A" to this Declaration of Condominium and recorded in Official Record Book 883, page 111, Public Records of Sarasota County, Florida, consents to the foregoing Declaration of Condominium and the submission of the real property described in Exhibit "A" to the condominium form of ownership specified in the Declaration.

DATED this 5<sup>th</sup> day of May, 1987.

Executed in the presence of: MOUNT PROSPECT STATE BANK

[Signature]

By: [Signature] VP

[Signature]

STATE OF ILLINOIS

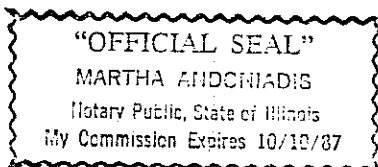
COUNTY OF COOK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared John C. Beresheim, as Vice President, of MOUNT PROSPECT STATE BANK, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that s/he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of May, 1987.

[Signature]  
Notary Public

My Commission Expires:



AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
LEMON BAYVIEW VILLAS  
a Condominium  
SUBMITTING PHASE II

KNOW ALL MEN BY THESE PRESENTS: That the Declaration of Condominium of LEMON BAYVIEW VILLAS, a Condominium, recorded in Official Records Book \_\_\_\_\_, page \_\_\_\_\_, et seq., of the Public Records of Charlotte County, Florida, is hereby amended by the submission of, as part of the Condominium property, the lands and improvements depicted and described on the attached exhibit recorded in Condominium Book \_\_\_\_\_, page \_\_\_\_\_, of the Public Records of Charlotte County, Florida.

On the submission of Phase II, the condominium contains a total of 9 units, and, pursuant to Article VI of the Declaration of Condominium, each unit owner, as an apurtenance to the unit, owns an undivided 1/9th fractional interest in the common elements of the condominium.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

WITNESSES:

BAY VIEW VILLAS, INC.

By: \_\_\_\_\_

STATE OF ILLINOIS  
COUNTY OF COOK

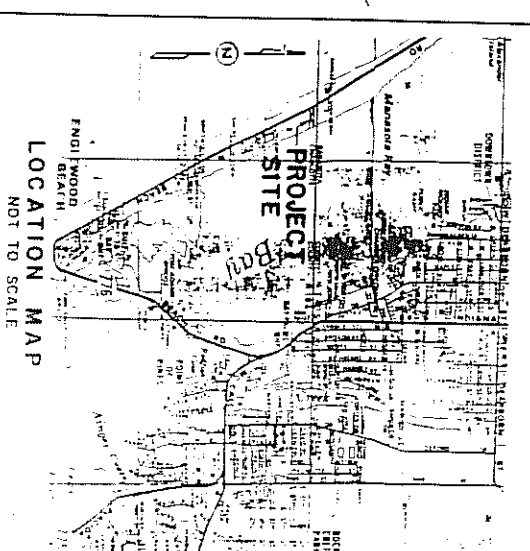
I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of BAY VIEW VILLAS, INC. to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same as such officer.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

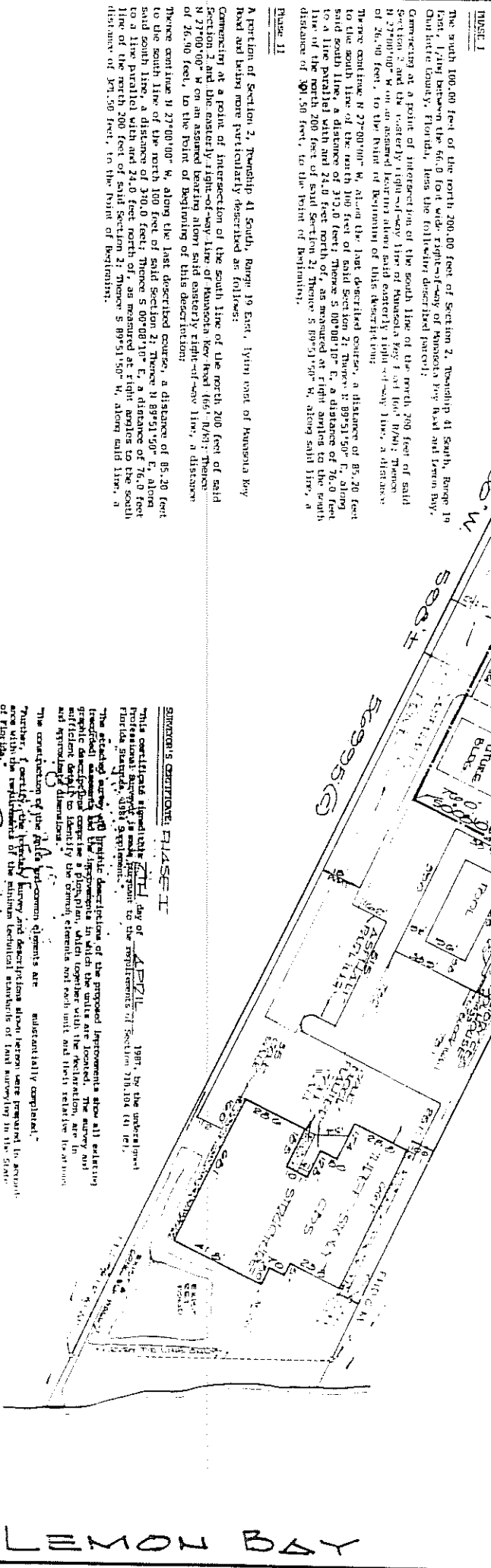
\_\_\_\_\_  
Notary Public

My Commission Expires:

# LEMON BAYVIEW VILLAS A CONDOMINIUM EXHIBIT "A"



**DESCRIPTION (OVERLAY)**  
THE SOUTH 100.00 FEET OF THE NORTH 41 SOUTH, RANGE 19 EAST, TOWNSHIP 21 SOUTH, RANGE 19 EAST, LONG 86° 51' 50" W, ALONG THE EAST LINE OF THE 66.0 FOOT WIDE RIGHT-OF-WAY OF MANASOTA KEY ROAD AND LEMON BAY, FLORIDA.



**PHASE I**  
The south 100.00 feet of the north 200.00 feet of Section 2, Township 41 South, Range 19 East, just between the 66.0 foot wide right-of-way of Manasota Key Road and Lemon Bay, Sanibel County, Florida, less the following described parcel:  
Connecting at a point of intersection of the south line of the north 200 feet of said Section 2 and the easterly right-of-way line of Manasota Key Road, a distance of 26.90 feet, to the Point of Beginning of this description.  
Thence continue N 27°00'00" W, along the last described course, a distance of 85.20 feet to the south line of the north 100 feet of said Section 2; Thence S 89°51'50" E, along to a line parallel with and 24.0 feet north of, as measured at right angles to the south line of the north 200 feet of said Section 2; Thence S 89°51'50" W, along said line, a distance of 301.50 feet, to the Point of Beginning.

**PHASE II**  
A portion of Section 2, Township 41 South, Range 19 East, lying east of Manasota Key Road and being more particularly described as follows:  
Connecting at a point of intersection of the south line of the north 200 feet of said Section 2 and the easterly right-of-way line of Manasota Key Road (66' R/W); Thence N 27°00'00" W on an assumed bearing along said easterly right-of-way line, a distance of 26.90 feet, to the Point of Beginning of this description.  
Thence continue N 27°00'00" W, along the last described course, a distance of 85.20 feet to the south line of the north 100 feet of said Section 2; Thence N 89°51'50" E, along to a line parallel with and 24.0 feet north of, as measured at right angles to the south line of the north 200 feet of said Section 2; Thence S 89°51'50" W, along said line, a distance of 301.50 feet, to the Point of Beginning.

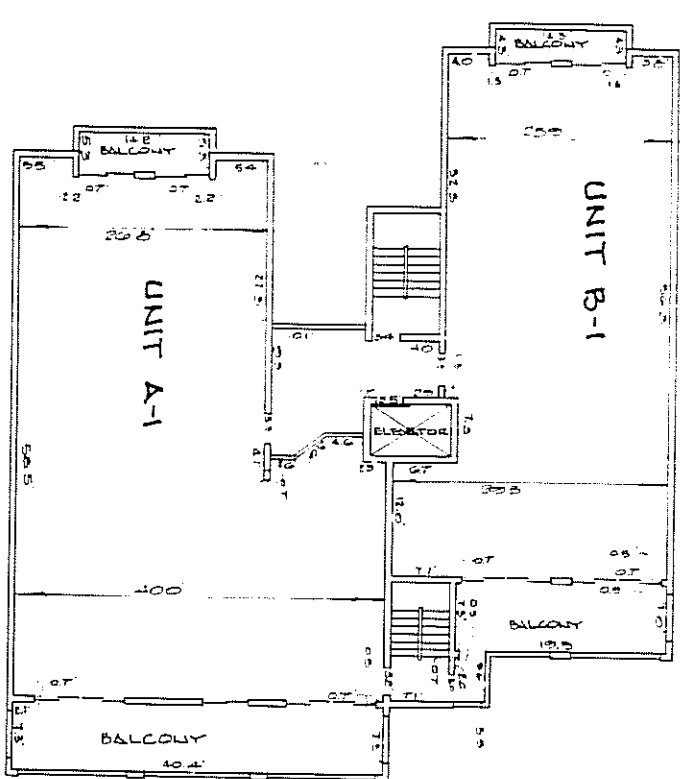
**SURVEY & CERTIFICATE, PHASE II**  
This certificate is signed this 14th day of APRIL, 1987, by the undersigned Professional Surveyor in and subject to the requirements of Section 70.10 (4) (c), Florida Statutes, 1981 Supplement.  
The reading and survey of the proposed improvements also all existing recorded easements and other matters in and about the survey and sufficient detail to identify the correct elements and their relation to all other and adjoining dimensions.  
The construction of the public easements are substantially completed.  
Further, I certify that the survey and description shown herein were prepared in accordance with the requirements of the minimum technical standards of land surveying in the State of Florida.  
DIVER, JOHN L. SHERMAN  
BY: *[Signature]* DATE: APRIL 14, 1987  
JOHN L. SHERMAN, PROFESSIONAL LAND SURVEYOR, FURNISH INSTRUMENTAL CERTIFICATE NUMBER 3109  
DATE OF FIELD SURVEY: 04/01/87

# LEMON BAYVIEW VILLAS

## A CONDOMINIUM

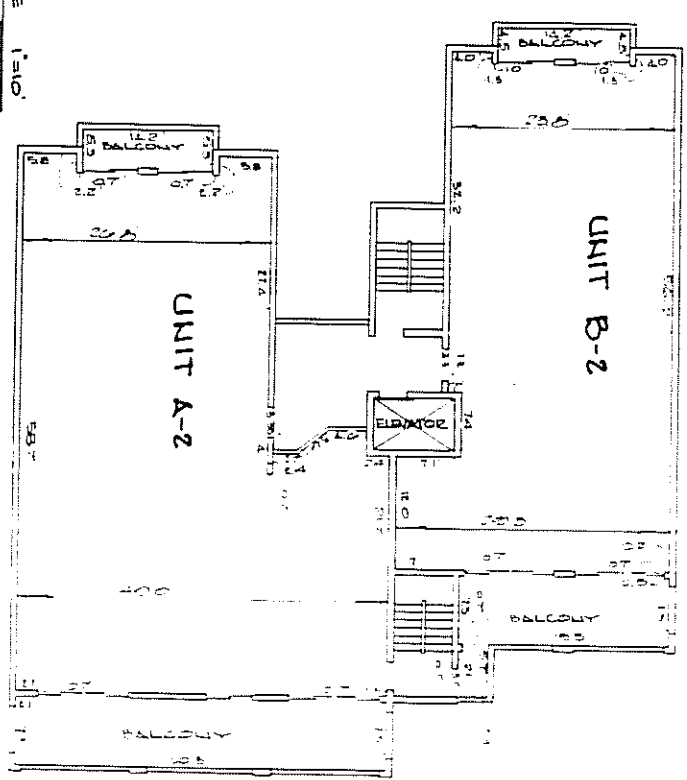
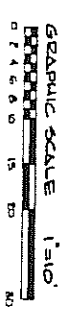
### EXHIBIT "A"

UR 923 PG 1177



FIRST FLOOR

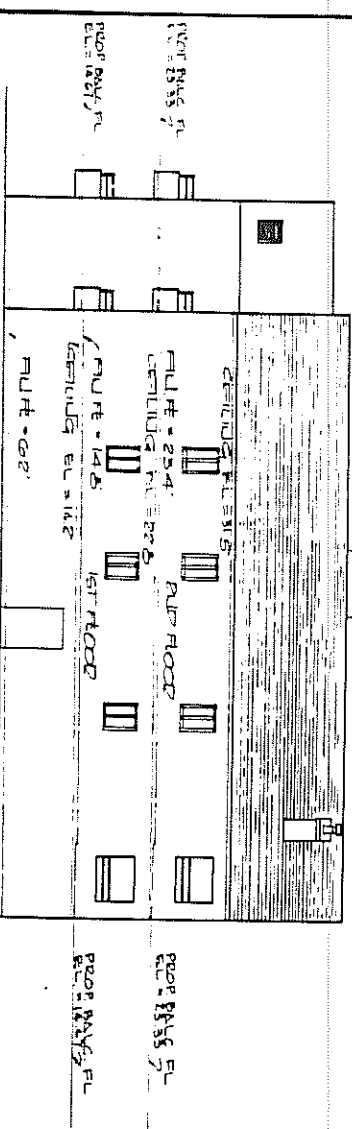
SCALE: 1"=10'



SECOND FLOOR

SCALE: 1"=10'

- SURVEYOR'S NOTATIONS**
1. DIMENSIONS ARE SHOWN TO THE NEAREST ONE-HUNDREDTH FOOT (0.01')
  2. AS BUILT DIMENSIONS ARE SHOWN TO THE NEAREST ONE-THIRD FOOT (0.33')
  3. C/E. DESIGNATED COMMON ELEMENT
  4. ALL ELEVATIONS SHOWN HEREON ARE BASED ON 11.00 FT.



ELEVATION

NOT TO SCALE

EXHIBIT "B"

The South 100.0 feet of the north 200.0 feet of Section 2, Township 41 South, Range 19 East, lying between the 66.0 foot wide right of way of Manasota Key Road and Lemon Bay, Charlotte County, Florida, less the following described parcel; Commencing at a point of intersection of the south line of the north 200 feet of said Section 2 and the easterly right-of-way line of Manasota Key Road (66' R/W); Thence N 27 deg. 00'00" W on an assumed bearing along said easterly right-of-way line, a distance of 26.90 feet, to the Point of Beginning of this description;

Thence continue N 27 deg. 00'00" W, along the last described course, a distance of 85.20 feet to the south line of the north 100 feet of said Section 2; Thence N 89 deg. 51'50" E, along said south line, a distance of 340.0 feet; Thence S 00 deg. 08'10" E, a distance of 76.0 feet to a line parallel with and 24.0 feet north of, as measured at right angles to the south line of the north 200 feet of said Section 2; Thence S 89 deg. 51'50" W, along said line, a distance of 301.50 feet, to the Point of Beginning.

EXHIBIT "C"

A portion of Section 2, Township 41 South, Range 19 East, lying east of Manasota Key Road and being more particularly described as follows;

Commencing at a point of intersection of the south line of the north 200 feet of said Section 2 and the easterly right-of-way line of Manasota Key Road (66' R/W); Thence N 27 deg. 00'00" W on an assumed bearing along said easterly right-of-way line, a distance of 26.90 feet, to the Point of Beginning of this description;

Thence continue N 27 deg. 00'00" W, along the last described course, a distance of 85.20 feet to the south line of the north 100 feet of said Section 2; Thence N 89 deg. 51'50" E, along said south line, a distance of 340.0 feet; Thence S 00 deg. 08'10" E, a distance of 76.0 feet to a line parallel with and 24.0 feet north of, as measured at right angles to the south line of the north 200 feet of said Section 2; Thence S 89 deg. 51'50" W, along said line, a distance of 301.50 feet, to the Point of Beginning.

The minimum size of each unit is 1,250 square feet and the maximum size of each unit is 1,550 square feet.