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DECLARATION OF CONDOMINIUM
OF
LEMON BAY BREEZES

PREPARED BY:
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1. DECLARATION. The purpose of this Declaration is to submit the lands and improvements herein described to condominium ownership and use in the manner provided by law.

A. Name. The name by which this condominium is to be identified is LEMON BAY BREEZES CONDOMINIUM, and its address is 1401 South McCall Road (S.R. 775), Englewood, Florida 33533.

B. Property Submitted to Condominium Ownership. The following property is hereby submitted to condominium ownership:

(1) The Land. All that plot or parcel of land lying and being in Charlotte County, Florida, as particularly described in Appendix "A" attached hereto and by reference made a part hereof.

(2) Improvements. All those improvements now or hereafter constructed on the land by the DEVELOPER as more particularly set forth in Appendix "A" and by reference made a part hereof.

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C. Effect of Declaration. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners as hereinafter defined, and in consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all persons claiming by, through or under such persons agree to be bound by the provisions hereof, the By-Laws and Articles of Incorporation. Both the burdens imposed and the benefits shall run with each unit and as herein defined.

2. DEVELOPMENT PLAN. This condominium is or will initially consist of one residential apartment building containing 24 units, together with subjacent lands as more particularly described in this Declaration. The building has or will be equipped with all appurtenant electrical, plumbing, air-conditioning and heating facilities, as provided in the plans and specifications of the DEVELOPER, as the same may be revised from time to time.

The portion of the land which is hereby submitted to the condominium form of ownership is called the Initial Phase or Phase I and is more particularly described as such on Appendix "A" hereto. The portion(s) of the land which will be submitted to condominium ownership "when the condominium is expanded and enlarged" are also located and described on Appendix "A" hereto and called "subsequent phases". The subsequent phases are identified on Appendix "A" and Appendix "B".

All of the buildings constructed under the common plan may be referred to collectively as LEMON BAY BREEZES.

A. Survey and Plot Plan. A survey and plot plan of the land showing the improvements thereon are attached as Appendix "B" and by reference made a part hereof.

B. Floor Plans. Floor plans describing the improvements placed (or to be placed) on the land are attached hereto as Appendix "C" and by reference made a part hereof. Each unit

RECORD VERIFIED - Barbara T. Scott, Clerk

BY PATTI MITCHELL, D.C.

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is two bedrooms with two bathrooms and is approximately 1.100± square feet.

C. Easements. The following easements are covenants running with the land of the condominium:

(1) Utility Easements are reserved through the condominium property as may be required for utility services in order to adequately serve the condominium; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner. The Association reserves the right to grant easements across common areas.

(2) Ingress and Egress is reserved for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways and lanes as the same from time to time may exist upon the common elements; and for vehicular traffic over, through and across such portions of the common elements as from time to time may be paved and intended for such purposes. Those easements shall include the right of owners of the lands or units located on the lands described as "subsequent phases" (whether or not said subsequent phase(s) properties are developed as a part of this condominium or separately).

(3) Easements in Parking Areas are reserved to the owners of units in the entire subdivision known as LEMON BAY BREEZES for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes; and for the construction and maintenance of water, sewer, drainage and other utilities.

(4) Easements for Unintentional and Non-Negligent Encroachments. If an apartment shall encroach upon any common element, or upon any other apartment by reason of original construction or by the nonpurposeful or non-negligent act of the apartment owner, then an easement appurtenant to such encroaching apartment, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any common element shall encroach upon any apartment by reason of original construction or the nonpurposeful or non-negligent act of the Association, then an easement appurtenant to such encroachment shall exist.

(5) Air Space. An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement may be terminated automatically in any air space which is vacated from time to time.

(6) Governmental Easements are hereby granted to all governmental bodies, including but not limited to the Englewood Water District, and Charlotte County, Florida, to enter upon, utilize, repair, maintain, reconstruct and cross over any utility lines, electrical lines, sewer lines, drainage system, water lines, roads, driveways, paths, public or private streets, which are created as a part of this condominium or which are established pursuant to any recorded plat pertaining to the property described on Appendix "A". Nothing contained herein shall establish an obligation upon any governmental body to be required to utilize said easements or to be obligated to make any repair, maintenance, reconstruction, etc., unless said govern-

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mental body shall separately undertake to do so. These governmental easements may not be terminated without the written consent of the appropriate governmental body.

D. Apartment Boundaries. Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which are as follows:

(1) Upper and Lower Boundaries. The upper and lower boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper boundary - the upper boundary is the horizontal plane of the undecorated finished ceiling.

(b) Lower boundary - the horizontal plane of the undecorated finished floor.

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

(a) Boundary Walls. The vertical planes of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries.

(b) Exterior Appurtenances. Where a screened porch or screened terrace serves only the apartment being bounded is attached to the building, the vertical boundaries of the apartment shall be extended to include such structures and the fixtures thereof.

E. Automobile Parking Areas and Storage Areas.

(1) Each unit shall include the exclusive right to utilize one designated parking space located under the building in which the unit is located.

(2) Assignment of parking spaces, other than the one designated parking space for each unit described in paragraph (1) above, shall be made by the DEVELOPER, and subsequently by the Association. These additional parking spaces may be assigned to unit owners use and/or may be available on a first-come/first-serve common basis, or a combination of the two as determined by DEVELOPER or the Association from time to time.

(3) The cost and expense of the parking areas and driveways shall be a common expense collected by the Condominium Association.

(4) Each unit owner shall be assigned the exclusive right to use a storage locker in the storage lock area appurtenant to each building.

F. Amendment of Plans and Completion of Improvements.

(1) Alteration of Plans. The DEVELOPER reserves the right to change the location and exterior design of all apartment buildings and improvements and arrangement of all units contained therein and to alter the boundaries between units until the apartment buildings or improvements, as the case may be, shall be completed. If the DEVELOPER shall make any changes so authorized, such changes shall be reflected by an amendment of this Declaration. Provided, however, that after the Declaration is recorded no alteration shall be made in violation of Section 718.403 F.S. without the consent of all unit owners.

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(2) Amendment of Declaration. An amendment of this Declaration reflecting such alteration of plans by DEVELOPER need be signed and acknowledged only by the DEVELOPER and shall not require approval by the Association, apartment owners, other lienors, or any other person whomsoever; provided that no amendment shall violate Section 718.403 F.S.

G. Phase Development. DEVELOPER is creating this condominium as a "phase condominium" as provided for in Section 718.403 of the Condominium Act. Each separate phase is described in Appendix "B" which sets forth as to each phase, the land, the location, and number of units. The exact sequence in which phases shall be completed may vary in DEVELOPER's discretion except that the first phase definitely is to be Phase I, which is also called the Initial Phase. DEVELOPER anticipates that "Subsequent Phases" (portions of the land and improvements thereon) may, by "Amendment" hereto executed by DEVELOPER alone as provided in Section 718.403(6) of the Condominium Act, be added as part of this condominium pursuant to this Declaration. As each Subsequent Phase is added and made a part of this condominium, the impact shall be to cause the property of the condominium to be enlarged and expanded so as to encompass the portions of land, improvements thereon and rights appurtenant thereto which are intended for use in each subsequent phase. Each unit in each Subsequent Phase shall have an equal fractional interest in the common surplus and an equal fractional share of the obligation to pay assessments, per paragraph 3-C. The membership vote of each unit in each added phase shall be one. No timeshare estates may be created. The Initial Phase must be completed by October 1, 1986, and there must be at least one additional subsequent phase added for each two (2) years thereafter and all Subsequent Phases must be completed by August 1, 1990. DEVELOPER shall have no obligation to build or submit Subsequent Phases, but if they are not submitted within these time limitations, the Phase Development Plan shall be deemed completed at that time and no further phases will be added thereafter. Each Subsequent Phase shall be the same as described in Appendix "A", "B" and "C" hereto except DEVELOPER reserves the right to make the following changes in Subsequent Phases: (i) nonmaterial changes to the legal description of phases, (ii) minor changes in the floor plans of units provided the size of units does not vary by more than ten percent (10%). Initial Phase units are all 1,100+ square feet.

H. Termination of Subsequent Phases. If and when all Subsequent Phases are completed and submitted to condominium ownership as a part hereto, the condominium will consist of three (3) buildings, all with 24 units, for a total of seventy-two (72) units. DEVELOPER reserves the right, in its sole discretion, to terminate the plan to complete Subsequent Phases until the time they are completed and added to the condominium, by recording in the Public Records of Charlotte County, Florida, a statement that DEVELOPER has terminated that portion of the land as a part of the condominium for all purposes. The requirement for filing that statement shall be in addition to notice which may be required by DEVELOPER to unit owners as may be required by the Condominium Act. If such a termination is filed, it shall not affect certain easements shown on this Declaration, across, over, under, and upon land described in terminated future phases, to the extent needed by the existing phases or easements upon the existing phase(s) land to provide ingress and egress and utility service with respect to such property which was terminated, even though said terminated property will not be a part of the condominium.

If one or more phases are not built, the phases that are built shall be entitled to 100% control (i.e., ownership) of all common elements within the phases actually built and made a part of the condominium.

I. Amendments to add Subsequent Phase(s). Until an Amendment is recorded in the Public Records of Charlotte County, Florida,

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by DEVELOPER to submit a Subsequent Phase to condominium form of ownership, said portion of the land shall be unencumbered and unaffected by this Declaration, except as to easements required by existing phase(s), if any, per paragraph H above. An Amendment to add a Subsequent Phase to the condominium shall be of recordable form and executed by DEVELOPER and recorded in Charlotte County, Florida, and include a statement submitting the additional land to condominium ownership as an addition to the condominium. Said Amendment shall identify the units which have previously been submitted to condominium form of ownership and shall identify the particular Subsequent Phase being submitted thereby. The Amendment shall include as an attachment thereto, a certified survey indicating the legal description and the location and identification of the completed improvements. If applicable, said Amendment may include an attachment regarding interim assessments as described hereafter in Paragraph 3-D, the Amendment shall conform to 718.403 Florida Statutes, as amended to this date. DEVELOPER shall notify owners of existing units of the commencement of a decision not to add a Subsequent Phase. Notice shall be given by certified mail addressed to each owner at the address of owner's unit or last known address, however, the unit owners' individual consent shall not be required at that time since each unit owner, by acceptance of a deed for a unit, shall be deemed to have consented to the addition of Subsequent Phases without further consent.

3. THE APARTMENTS.

A. Condominium Parcel. The condominium property is declared to contain those units identified by separate number and delineated in Appendix "C" appended hereto and by reference made a part hereof; each unit together with its appurtenances constitutes a condominium parcel. Each condominium parcel is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law. Each parcel shall be comprised of a condominium unit together with the following appurtenances:

- (1) An undivided share in the common elements.
- (2) Membership in the Association and an undivided share in the common surplus of the Association.
- (3) A copy of this Declaration of Condominium together with the appendixes referred to herein.
- (4) The right to use, occupy and enjoy community facilities subject to the provisions of this Declaration, the By-Laws, and Rules and Regulations.
- (5) The easements described in Section 2-C and parking privileges described in Section 2-E.

B. Identification of Units. Each unit is identified by separate number and letter and delineated in Appendix "C" appended hereto.

C. Common Elements and Common Surplus. The undivided share in the common elements and common surplus which is appurtenant to each unit is set. Each unit shall be entitled to an equal share of the common surplus. The right to share in the common elements and common surplus does not include the right to withdraw or to require payment or distribution thereof, except upon termination and dissolution of the condominium. Thus, at any time, the share of a unit shall be the fraction resulting in which the numerator is the number one and the denominator is the number of units submitted to condominium ownership as a part of this condominium at that time. It is acknowledged that this fractional share shall change as each Subsequent Phase is added. Thus, by way of example, if at one time there are submitted to condominium ownership a total of 48 units, the fractional share of each unit is one forty-eighth (1/48). As a

further example, if the DEVELOPER completes the maximum number of seventy-two (72) units, and has submitted all of those units to the condominium form of ownership as a part of this condominium, the fractional share of each apartment shall be one seventy-second (1/72).

D. Common Expenses. The owners of units shall be liable respectively for their allocable share of common expenses. Each unit shall bear an equal share of the common expenses as described in Paragraph 3-C above.

Anything to the contrary notwithstanding, it is specifically acknowledged that the DEVELOPER has estimated that if the Initial Phase and all Subsequent Phases were completed and presently operated as a part of this condominium, the total budgeted for the Association would be approximately as shown on Appendix "F" hereto and each apartment unit would be assessed and liable to pay approximately the amounts shown on said Appendix "F". These assessments, although estimated, shown on Appendix "F" are called "Interim Assessments" and DEVELOPER guarantees that the Interim Assessments will not be increased and that DEVELOPER will pay any difference between actual common expenses and the sums which are to be paid by unit owners as Interim Assessments. This guarantee is made in accordance with Section 718.116(8), Florida Statutes. Since DEVELOPER will be guaranteeing assessments pursuant to F.S. 718.116(8), capital contribution funds may not be used by DEVELOPER to offset any deficiency during the guarantee period. This provision whereby DEVELOPER guarantees the Interim Assessment shall be in effect a minimum of one (1) year commencing from the date of the conveyance by DEVELOPER of the first units in this condominium to the first grantee thereof. Subject to receiving approval of a majority of unit owners other than DEVELOPER, DEVELOPER may extend said period on a year-to-year basis so long as DEVELOPER is conducting the management and operation of this condominium pursuant to the provisions of the Articles of Incorporation and By-laws attached hereto as Addendums D and E, respectively; however, DEVELOPER shall not be required to extend said period. It is agreed that the first fiscal year after the unit owners constitute a majority of the Board of Directors of the Association, the guarantee of DEVELOPER regarding Interim Assessments shall be terminated (if not previously terminated) and the permanent and regular assessment and budget provisions shall become applicable. DEVELOPER shall have the right to modify the estimated total budget as each Subsequent Phase is added so that the Interim Assessment guaranteed for Subsequent Phases may vary from the Interim Assessment set forth herein; provided, however, this shall not cause a change in Interim Assessments once established for a prior phase, unless DEVELOPER and a majority of the unit owners other than the DEVELOPER, in that phase, shall agree. Each Amendment to add a Subsequent Phase shall include as an exhibit thereto, an exhibit similar to the form of Appendix "F" attached hereto, if there is a change to the Interim Assessment guaranteed for said Subsequent Phase (if no such Appendix is attached, it shall mean that the Interim Assessment shall remain unchanged from that previously set forth in this Declaration or the most recent Amendment, if applicable).

E. Restraint Upon Separation.

(1) The undivided share in the common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit whether or not separately described.

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(2) A share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit.

(3) The share in the common elements appurtenant to units shall remain undivided and no action for partition of the common elements shall lie.

4. THE ASSOCIATION. The operation of the condominium shall be by LEMON BAY BREEZES CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, herein also referred to as Association, which shall fulfill its functions pursuant to the following provisions:

A. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Appendix "D".

B. By-Laws. The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached as Appendix "E".

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

D. Restraint Upon Withdrawal. The share of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to an apartment.

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

5. MAINTENANCE. Responsibility for the maintenance of the condominium property shall be as follows:

A. Apartments.

(1) By the Association. The Association shall maintain, repair and replace, at the Association's expense, all portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include, but not be limited to, load-bearing columns and load-bearing walls. Elevators, if any, shall be maintained by the Association. Outside walkways and structural elements of balconies or terraces shall be maintained by the Association.

(2) By the Apartment Owner. The apartment owner shall maintain, repair and replace at owner's expense all portions of owner's apartment, including, but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air-conditioners, heaters, hot water heaters, refrigerators, dishwashers and connections, interior surfaces of all walls, including boundary and exterior walls, floors, ceilings, and all other portions of owner's apartment, except the portions specifically to be maintained, repaired and replaced by the Association. Air-conditioning compressor and air-handling

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units located outside the boundaries of an apartment shall be maintained, repaired and replaced by the unit owner utilizing same.

B. Common Elements.

(1) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense, which shall include water, drainage, electric and utility lines which are commonly used by more than one apartment or beyond the boundary of an apartment.

(2) By the Apartment Owner. No apartment owner, as such, shall undertake to maintain, repair or replace any part of the common elements, nor to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building, but shall promptly report to the Association any defect or need for maintenance, repair or replacements for which the Association is responsible. Apartment owners shall repair and maintain any balcony and screens (nonstructural only), however, the Association shall have the right to control or direct any changes, repairs, or maintenance which the Association considers to be unsightly or affect the appearance of the complex.

C. Limited Common Elements. Any entranceway, balcony or terrace used only by a single unit owner shall be deemed a limited common area. Despite the exclusive right of use of such area, no unit owner shall decorate or place furnishings in such areas other than in a manner which is approved by the Association, for aesthetics, appearance, quality and neatness, and the Association shall have the right to prevent the placing of any unsightly items in such areas, in its absolute discretion.

6. ALTERATIONS.

A. Apartments. Except as elsewhere reserved to DEVELOPER, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or apartment building 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 apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments 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.

B. Common Elements. After completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five percent (75%) of the common elements except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against an institutional mortgagee that acquires its title as the result of owning a mortgage upon the apartment owner, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements bear

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to each other. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributed to the cost of such alteration or improvement.

7. INSURANCE. Insurance (other than title insurance and insurance upon the community facilities) which shall be carried upon the condominium property and the property of the apartment owners, shall be governed by the following provisions:

A. Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association (or purchased as a part of a master policy for the entire LEMON BAY BREEZES subdivision to save cost) for the benefit of the Association, and in the case of insurance covering damage to the apartment buildings and their appurtenances, also for the benefit of apartment owners and their mortgagees as their interest may appear and provisions shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of apartment owners. In the case of casualty insurance policies, the limits, coverages and exclusions of such policies and the insuring companies shall be subject to the approval of the institutional mortgagee holding the greater dollar amount of first mortgages against apartments in the condominium. Such policies and endorsements thereon shall be deposited with the depository. It shall not be the responsibility or duty of the Association to obtain insurance coverages for personal liability, personal property or living expenses of any apartment owner but the apartment owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association. Apartment owners shall furnish the Association with copies of all insurance policies obtained by them.

B. Coverages.

(1) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (a) loss or damage by fire and other hazards covered by a standard extended coverage; and (b) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including but not limited to, vandalism and malicious mischief.

(2) Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to indemnify the Association and its members, jointly and severally, for liability to an apartment owner.

(3) Workman's Compensation Policy. To meet the requirements of law.

(4) Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

C. Premiums. Premiums for all insurance shall be a common expense and shall be paid by the Association.

D. Depository. All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear and shall provide that all pro-

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ceeds covering property losses shall be paid to a depository being a bank or savings institution having offices in Florida, as may from time to time be approved by the Board of Directors of the Association, which depository is herein referred to as "Depository", provided, however, that the foregoing right of the Board of Directors to select the Depository shall be subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against apartments in the condominium. The duty of the Depository shall be to receive such proceeds as are paid and hold the same for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Depository:

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(1) Common Elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner of the condominium, such share being the same as the undivided share in the common elements appurtenant to owner's apartment.

(2) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(a) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Board of Directors of the Association.

(b) When the building is not to be restored - for all the owners of apartments in the building in undivided shares being the same as their respective shares in the common elements thereof.

(3) Mortgagees. In the event a mortgage endorsement has been issued as to an apartment, the share of an apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Depository shall be distributed to or for the benefit of the beneficial owners in the following manner:

(1) Expense of Depository. All expenses of the Depository shall be first paid or provisions made therefor.

(2) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable

jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(4) Certificate. In making distribution to the apartment owners and their mortgagees, the Depository may rely upon a certificate of the Association made by its president and secretary or by the Association's managing agent as to the names of apartment owners and their respective shares of the distribution.

F. Association as Agent. The Association is hereby irrevocably appointed the agent, with full power of substitution, for each apartment owner to adjust all claims arising under insurance policies purchased by the Association, to bring suit thereon in the name of the Association and/or other insureds and deliver releases upon payments of claims, and to otherwise exercise all of the rights, powers and privileges of the Association and each owner of any other insured interest in the condominium property as an insured under such insurance policies.

8. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

A. Determination to Reconstruct or Repair. If any part of the condominium property (other than community facilities) shall be damaged by casualty, whether or not it shall be reconstructed or repaired, shall be determined in the following manner:

(1) Common Element. If the damaged improvement is a common element the damaged property shall be reconstructed or repaired unless all institutional mortgagees shall agree, in writing, that the same shall not be reconstructed or repaired.

(2) Apartment Building.

(a) Partial Destruction. If the damaged improvement is an apartment building and less than ninety percent (90%) of the amount of insurance applicable to such apartment building is forthcoming by reason of such casualty, then the apartment building shall be reconstructed and repaired unless within sixty (60) days after casualty, seventy-five percent (75%) of the owners of the apartments contained within such building and all institutional mortgagees shall agree, in writing, that the same shall not be reconstructed or repaired.

(b) Total Destruction. If the damaged improvement is an apartment building and ninety percent (90%) or more of the amount of casualty insurance applicable to such apartment building is forthcoming by reason of such casualty, the apartment building shall not be reconstructed or repaired unless within sixty (60) days after casualty, seventy-five percent (75%) of the owners of the apartment contained within such building and all institutional first mortgagees shall agree, in writing, that the same shall be reconstructed or repaired.

(3) Certificate. The Depository may rely upon a certificate of the Association made to determine whether or not the apartment owners, where so provided, have made a decision whether or not to reconstruct or repair.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and spe-

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cifications of the original building and improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged property is an apartment building, by the owners of all damaged apartments therein which approvals shall not be unreasonably withheld.

C. Responsibility. If the damage is only to those parts of apartments for which the responsibility of maintenance and repair is that of the apartment owners, then the apartment owners shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction and repair after casualty shall be that of the Association.

D. Estimate of Cost. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

E. Assessments for Reconstruction and Repair.

(1) Common Elements. Assessments shall be made against all apartment owners in amounts sufficient to provide funds for the payment of such costs. Such assessments shall be in proportion to each apartment owner's share in the common elements.

(2) Apartments. Assessments shall be made against the apartment owners who own the damaged apartments and against the owners of all apartments contained in the apartment building in sufficient amounts to provide for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to the common elements shall be in proportion to each apartment owner's share in the common elements.

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

(1) By Whom Held. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Depository. In all other cases, the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(2) Depository. The proceeds of insurance collected on account of a casualty and the sums deposited with the Depository by the Association from collection of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(a) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner, shall be paid by the Depository

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to the apartment owner or if there is a mortgage endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(b) Association - Lesser Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Depository by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair for which the fund is established, shall be from the insurance proceeds, and, if there is a balance in the fund held by the Depository, such balance shall be distributed to the beneficial owners of the fund in proportion with their contributions by way of assessment; except, however, that the part of a distribution to a beneficial owner which is less than the assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate. Notwithstanding the provisions herein, the Depository shall not be required to determine whether or not sums paid by apartment owners upon assessment shall be deposited by the Association with the Depository nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect 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 any other fact or matter relating to its duties hereunder. Instead, the Depository may rely upon a certificate of the Association made by its president and secretary or the Association's managing agent as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named the Depository shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

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9. ASSESSMENTS. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

A. Share of Common Expenses. Each apartment owner shall be liable for an equal share of the common expenses as described in Paragraph 3-C and shall have an equal share in the common surplus, but the same shall not vest or create in any apartment owner the right to withdraw or receive distribution of owner's share of the common surplus.

B. Payments. Assessments and installments thereon paid on or before ten (10) days after the day when the same shall become due shall not bear interest but all sums not paid on or before ten (10) days when due shall bear interest at the rate of fifteen percent (15%) per annum from the date when due. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment be not paid on or before thirty (30) days after the same shall become due, the Board of Directors may declare the entire assessment as to the delinquent owner then due and payable in full as if so originally assessed.

C. Lien of Assessments. The Association shall have a lien on each apartment for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records, a claim of lien stating the description of the apartment, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens brought for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the apartment shall be required to pay a reasonable rental for the apartment and the Association shall be entitled, as a matter of law, to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of the foreclosure of the first mortgage or where a mortgagee of a first mortgage of record obtains title to the apartment as a result of the foreclosure of the first mortgage of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses, or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the apartment owners including such acquirer, its successors and assigns.

10. RESTRICTIONS. The following restrictions shall be applicable to and covenants running with the land of the condominium:

A. Residential Use. The lands of the condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes. No structures

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shall be constructed upon the lands other than apartment buildings or other structures intended for residential use and appurtenances thereto. Each apartment or other residential living unit shall be occupied by a "single family unit" its servants and guests, as a residence, and for no other purpose whatsoever.

B. Children. Permanent occupancy by children under twelve (12) years of age shall be prohibited. Visitation for temporary periods and vacations for less than four (4) consecutive weeks or less than six (6) weeks in any three (3) month period are not prohibited. Any amendment to prohibit children shall not include current occupants at the time of said amendment.

C. Pets. Permission to keep pets may be granted or denied from time to time. The Association, as part of its Rules and Regulations, may prohibit or limit pets. Nuisances and unhygienic pet activities are prohibited. Unit owners may be required by DEVELOPER or Association to execute a Pet Permission Agreement which includes conditions to keep pets.

D. Nuisances. No nuisances shall be allowed upon the condominium property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse, nor garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment owner shall permit any use of owner's apartment or make any use of the common elements which will increase the rate of insurance upon any part of the condominium property.

E. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all government bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which shall require maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

F. Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the common elements or apartments. The right is reserved to the DEVELOPER to place "For Sale" or "For Rent" signs and advertising in connection with any unsold or unoccupied apartments it may from time to time own. The same right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee which may become the owner of an apartment and to the Association as to any apartment which it may own.

G. Exterior Appearance. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed from any apartment or common element. The common elements shall be kept free and clear of rubbish, debris and other unsightly material. There shall be no keeping by apartment owners or lessees of any chairs, tables, benches or other articles upon any common element. Nothing shall be hung or displayed on the outside walls of an apartment building and no awning, canopy, shade, window guard, ventilator, fan, air-conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior written consent of the Association.

H. Leasing. After approval of the Association elsewhere required, the entire apartment may be rented. No rooms may

be rented and no transient tenants may be accommodated. The minimum term of a lease shall be one (1) week. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section 10 or any of owner's other duties as an apartment owner.

I. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association. The initial regulations which shall be deemed effective until amended are annexed to the By-Laws.

J. Proviso. Provided, however, that until the DEVELOPER has completed and sold all of the apartments of the condominium, neither the apartment owners nor the Association nor their use of the condominium shall interfere with the completion of the contemplated improvements and the sale of the apartments. The DEVELOPER may make such use of the unsold units and the common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office for the showing of the property and the display of signs.

11. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents and thus protect the value of the apartments, and in order to assure the financial ability of each apartment owner to pay assessments made against him, the transfer of apartments by any owner other than the DEVELOPER shall be subject to the following provisions so long as the condominium exists, which provisions each owner covenants to observe:

A. Transfers Subject to Approval.

(1) Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association.

(2) Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association. Leases by the DEVELOPER shall require no such approval (including DEVELOPER's successor, if any).

(3) Devise or Inheritance. If any apartment owner shall acquire owner's title by devise or inheritance, the continuance of owner's ownership of owner's apartment shall be subject to the approval of the Association.

B. Approval by Association. The approval of the Association which is required for the transfer of ownership of apartments shall be obtained in the following manner:

(1) Notice of Association.

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

(b) Lease. An apartment owner intending to make a bona fide lease of owner's apartment of any

interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

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

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

(2) Certificate of Approval.

(a) Sale. If the proposed transaction is a sale, then within twenty (20) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the seller and shall be recorded in the Public Records.

(b) Lease. If the proposed transaction is a lease, then within five (5) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in nonrecordable form and shall be delivered to the lessor.

(c) Gift; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired owner's title by gift, devise or inheritance or in any other manner, then within twenty (20) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of owner's apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form and shall be delivered to the apartment owner and shall be recorded in the Public Records.

(3) Approval of Corporate Owner or Purchaser. If the apartment owner or purchaser of an apartment is a corporation or trust, the approval of ownership by the corporation or trust may be conditioned by requiring that all persons occupying the apartment be also approved by the Association.

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

(1) Sale. If the proposed transaction is a sale, and if the notice of sale given by the apartment owner shall so demand, then within twenty-five (25) days after receipt of such notice and information the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a purchaser, being either the Association or a person approved by the Association, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(a) The price (and terms) to be paid shall be that stated in the disapproved contract to sell.

(b) The sale shall be closed within four (4) days after the delivery or mailing of said agreement to purchase.

(c) If the Association shall fail to purchase or provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in said purchaser's agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(2) Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

(3) Gift; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired owner's title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the apartment owner an agreement to purchase by a purchaser, being either the Association or a person who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(a) The sale price shall be the fair market value determined by agreement between the seller and purchaser within sixty (60) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(b) The purchase price shall be paid in cash.

(c) The sale shall be closed within thirty (30) days following the determination of the sale price.

(d) If the Association shall fail to purchase or provide a purchaser as herein required, or if a

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purchaser furnished by the Association shall default in said purchaser's agreement to purchase, then notwithstanding, the Association shall furnish a certificate of approval as elsewhere provided.

D. Mortgage. No apartment owner may mortgage owner's apartment nor any interest therein without the approval of the Association except to an institutional mortgagee or the DEVELOPER (or successor to the DEVELOPER). The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

E. Exceptions. The foregoing provisions of this section 11 entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by an institutional mortgagee which acquired its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or mortgagor's successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by the institutional mortgagee which so acquired its title; nor shall such provisions apply to a transfer to or a purchase by the DEVELOPER or successor to DEVELOPER or a transfer, sale or lease by the DEVELOPER (or successor to DEVELOPER); nor shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly-advertised public sale with open bidding which is provided by law, such as but not limited to, execution of sale, foreclosure sale, judicial sale or tax sale. Nor shall these provisions apply to the purchaser of more than five (5) units from DEVELOPER if DEVELOPER shall provide a written waiver of these provisions as to that specific purchaser's leases and sales; it being the intention that if a specific purchaser shall purchase a number of apartments "in bulk" (i.e., five or more), that the sales or leases of said bulk purchase shall not require approval if DEVELOPER shall so provide; this waiver shall not extend to subsequent sales or leases by the purchasers of the bulk purchaser.

F. Separation of Interests. A sale of an apartment shall include all of its appurtenances.

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

H. Notice of Lien or Suit.

(1) Notice of Suit. An apartment owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to owner's apartment, such notice to be given within five (5) days after the apartment owner received knowledge thereof.

(2) Notice of Lien. An apartment owner shall give notice, in writing, to the Association of every lien or other proceeding which may affect the title to owner's apartment, such notice to be given within five (5) days after the apartment owner received knowledge thereof.

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

I. Purchase of Apartments by Association. The Association shall have the power to purchase apartments, subject to the following provisions:

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(1) Decision. The decision of the Association to purchase an apartment shall be made by its directors, without approval of its membership except as elsewhere provided in this section.

(2) Limitation. If at any one time the Association is owner or agreed purchaser of five (5) or more apartments, it may not purchase any additional apartments without the prior written consent of seventy-five percent (75%) of members eligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartments to be purchased at a public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

(3) Rights of Developer. Notwithstanding anything herein to the contrary, until the completion and sale of all apartments in the condominium in each case where the Association shall have the right to purchase an apartment or find a purchaser by reason of its refusal to approve a sale or other transfer, the DEVELOPER shall have the right of first refusal to purchase such apartment for itself upon the same terms and conditions available to the Association.

12. COMPLIANCE AND DEFAULT. Each apartment owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and Rules and Regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act.

A. Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by owner's act, neglect or carelessness or by that of any member of owner's family, owner's lessees, or owner's guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

B. Costs and Attorneys Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (trial and appellate) as may be awarded by the Court, provided no attorney's fees may be recovered against the Association in any such action.

C. No Waiver of Rights. The failure of the DEVELOPER or the Association, or any apartment owner, to enforce any covenants, restrictions or other provisions of the Condominium Act, this Declaration, the By-Laws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

13. AMENDMENTS. Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

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

B. Resolution. An amendment may be proposed by either the Board of Directors of the Association or by seventy-five percent (75%) of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority by the Board of Directors and seventy-five percent (75%) of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, given before such meetings.

C. Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records.

D. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected and their institutional mortgagees shall consent; and no amendment shall change any apartment nor any share in the common elements, and other of its appurtenances nor increase the owner's share of the common expenses unless the owner of the apartment concerned and all of such mortgagees as first recited above shall join in the execution of the amendment. Neither shall an amendment make any change which would in any way affect any of the rights, privileges, powers and options of the DEVELOPER unless the DEVELOPER shall join in the execution of such amendment.

The DEVELOPER's plan for development of this Condominium or the LEMON BAY BREEZES SUBDIVISION may require, from time to time, execution of certain documents or the making of an amendment to the Declaration (including Articles of Incorporation or By-Laws) as required by the City of Englewood, Charlotte County, Florida (or other appropriate governmental body), utility companies, or institutional lenders. To the extent said documents require joinder of unit owners, the DEVELOPER's duly-authorized agents are hereby authorized as the agent or the attorney-in-fact for unit owners to execute, acknowledge and deliver said documents and the owners, by virtue of their acceptance of delivery of their deeds to their units, irrevocably nominate, constitute and appoint the DEVELOPER as their proper and legal attorney-in-fact for such purpose; said appointment is coupled with an interest and is therefore irrevocable. Specifically, the DEVELOPER, without the consent of unit owners, may amend the Declaration, Articles of Incorporation, By-Laws or Declaration of Restrictions and Articles of Incorporation and By-Laws of the Master Association any and all provisions which now or hereafter may be required by any agency of the United States Government which holds or intends to hold a first mortgage on a unit or insures to the holder of a first mortgage the payment of same.

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

14. TERMINATION. The condominium may be terminated in the following manner:

A. Agreement. The condominium may be terminated at any time by approval, in writing, of all of the owners of the

condominium and by all record owners of mortgages upon apartments therein owned by institutional mortgagees. 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 owners of not less than seventy-five percent (75%) in the condominium owned by institutional mortgagees, then the Association and approving owners shall have an option to buy all of the apartments of the other owners for a period ending on the 120th day from the date of such meeting. Such option shall be exercised upon the following terms:

(1) Exercise of option. The option shall be exercised by delivery or mailing by certified or registered mail to each of the record owners of the apartments to be purchased of an agreement to purchase signed by the Association and/or record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by the Association and/or each participating owner and shall agree to purchase all of the apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and said seller's purchaser.

(2) Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals, 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 expenses of arbitration shall be paid by the purchaser.

(3) Payment. The payment price shall be paid in cash.

(4) Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

B. Total Destruction of Apartment Building. If an apartment building as a result of common casualty be damaged within the meaning of Section 8-A(2)(b) and it not be decided as therein provided that any of such buildings shall be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement and the following shall be effective:

(1) The termination of the condominium shall constitute a division and partition of the condominium.

(2) The Association shall be dissolved and all assets of the Association shall be thereupon owned by all of the apartment owners of the condominium as tenants in common in undivided shares, being the same as their previous undivided shares in the common elements of the condominium.

C. General Provisions. The termination of the condominium or the exclusion of a parcel of property from the condominium in any manner shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts affecting the termination or exclusion, which certificate shall become effective upon being recorded in the Public Records.

15. GENERAL PROVISIONS.

A. Definitions. As used herein and in the appendices attached hereto and in all amendments hereto, unless the context requires otherwise:

(1) "Assessment" means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

(2) "Association" or "Corporation" means LEMON BAY BREEZES CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, the entity responsible for the operation of the condominium.

(3) "By-Laws" means the By-Laws of LEMON BAY BREEZES CONDOMINIUM ASSOCIATION, INC., as they exist from time to time.

(4) "Common Elements" means the portion of the condominium property not included in the units.

(5) "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

(6) "Condominium" is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements. In this Declaration, the term "condominium" refers to LEMON BAY BREEZES CONDOMINIUM.

(7) "Condominium Parcel" means a unit together with the undivided share in the common elements which is appurtenant to the unit as set forth in Section 3-A.

(8) "Condominium Property" means and includes the land in the condominium, and all improvements thereon and all easement and rights appurtenant thereto, intended for use in connection with the condominium.

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

(10) "Institutional Mortgagee" means a bank, savings and loan association or corporation, insurance company, union pension fund, an agency of the United States Government, a real estate investment trust, FHA approved mortgage lender or banker, the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or its assigns, any other lender generally known in the community as an institutional-type lender authorized to do business in Florida, any assignee of any of the foregoing, the DEVELOPER or a partner or joint venturer of DEVELOPER.

(11) "Operation" or "Operation of the Condominium" means and includes the administration and management of the condominium property.

(12) "Unit", "Apartment Unit" or "Apartment" means a part of the condominium property which is to be subject to private ownership, as designated on the exhibits attached to this Declaration.

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(13) "Unit Owner", "Apartment Owner", or "Owner of a Unit" means the owner of a condominium parcel.

(14) "Developer" means ODYSSEY DEVELOPMENT CORPORATION, a Delaware corporation, d/b/a ODYSSEY DEVELOPMENT CORPORATION OF FLORIDA, its successors or assigns.

(15) "Public Records" means the Public Records of Charlotte County, Florida.

(16) Successor or assigns of DEVELOPER. The Developer, pursuant to conveyance of a bulk number of the condominium units in the Initial or Subsequent Phases or properties in the Subsequent Phases, shall have the right to assign or convey all or a portion of the rights granted or reserved to DEVELOPER hereunder, which shall include sales activity rights, right to control the Association, and the like.

B. Severability. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provisions of this Declaration, the By-Laws, the Rules and Regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portions thereof. DEVELOPER is authorized, empowered and delegated the right to record legal documents to confirm, ratify, clarify, establish, perpetuate, and implement this provision.

16. VOTING RIGHTS. Each unit in each phase established from time to time shall have one (1) equal vote. The number of units shall be determined from time to time on the same basis as described in Section 3-A.

17. ASSOCIATION CONTRACTS. As to any contracts (including a management contract or lease with the Association as a party) entered into by the Association prior to the time the unit owners constitute a majority of the Board of Directors of the Association, the Association shall provide and have the right to terminate same, without cause or without penalty, upon ninety (90) days written notice to the other party to said contract.

18. DECLARATION OF COVENANTS. DEVELOPER has organized LEMON BAY BREEZES MASTER ASSOCIATION, INC. (called "Master Association" or "Subdivision Master Association") which is authorized and responsible to administer and receive maintenance assessments pursuant to the Declaration of Restrictions by DEVELOPER, recorded in Official Record Book _____, Page _____, of the Public Records of Charlotte County, Florida. The Master Association shall collect monies from the condominium(s) in the residential portions of the LEMON BAY BREEZES SUBDIVISION and from the owners of commercial lots in the LEMON BAY COMMERCIAL SUBDIVISION and shall operate and manage the following facilities which are or may be utilized or required by the commercial and residential properties, which include: (a) water retention area, (b) site drainage system, (c) ingress and egress road located on or between commercial lots 6 and 7 and landscaping adjoining said road, (d) screening buffer. The Association administering this condominium shall be obligated to collect the appropriate share of those subdivision common expenses from apartment owners in this condominium as a part of this condominium's common expenses (with all lien and collection rights described herein) and to remit same to said "Master Association"; further, this condominium's Association shall enter into written agreements in its own behalf and in behalf of apartment owners to implement the formation and operation of said Master Association.

In addition, there is a possibility that a swimming pool, tennis court, cabana facility and boat docks may be constructed in the subdivision. The Declaration of Restrictions shall pro-

OR 863 PG 1986

vide for the Master Association operating said facilities, if, as and when completed, with all residential units in the subdivision having the right to use same to the extent available. The common expenses of this condominium's Association shall include an amount to cover this condominium's share of expenses for those facilities.

19. FINANCIAL INFORMATION. The officers of this Association shall make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Laws or other rules of the condominium, and the books, records and financial statements of the Association. "Available" means available for inspection, upon reasonable request, during normal business hours. Further, any holder of a first mortgage on a unit shall be entitled, upon prior written request, to a copy of the Association's financial statements for the immediately preceding fiscal year.

20. LENDER'S NOTICES. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder or insurer or guarantor will be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss which affects a material portion of the project or any unit on which there is a first mortgage held, insured, or guaranteed by such mortgage holder or insurer or guarantor, as applicable;

B. Any delinquency in the payment of assessments or charges owed by an owner of a unit subject first to a first mortgage held, insured or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of sixty (60) days;

C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

D. Any proposed action which would require the consent of a specified percentage of mortgage holders.

IN WITNESS WHEREOF, the DEVELOPER has executed this Declaration this 7th day of March, 1986.

WITNESSES:

ODYSSEY DEVELOPMENT CORPORATION,
a Delaware corporation, d/b/a
ODYSSEY DEVELOPMENT CORPORATION
OF FLORIDA

J. I. Lander
A. B. Gagne

By: M.R. Gagne
M.R. Gagne, President

Attest: J. P. Rabinovich
Secretary

Proving Certificate of
STATE OF FLORIDA
YORK
COUNTY OF PALM BEACH 803

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized to administer oaths and take acknowledgments in the State and County aforesaid, personally appeared M.R. GAGNE, as President, and J. P. Rabinovich, as Secretary of ODYSSEY DEVELOPMENT CORPORATION, a Delaware corporation, d/b/a ODYSSEY DEVELOPMENT CORPORATION OF FLORIDA, to me known to be the persons described in and who executed the foregoing Declaration and

they acknowledged before me that they executed the same in behalf of said corporation for the purposes therein expressed and as the free act and deed of said corporation.

WITNESS my hand and official seal this 7th day of March, 1986.


Notary Public, ~~State of Florida~~
My commission expires lifetime

OR 863 PG 1988

JOINDER OF MORTGAGEE

The undersigned, OHIO FINANCIAL SERVICE CORPORATION ("Mortgagee") the owner and holder of an Open-end Mortgage and Security Agreement from ODYSSEY DEVELOPMENT CORPORATION, a Delaware corporation d/b/a ODYSSEY DEVELOPMENT CORPORATION OF FLORIDA, dated February 28, 1985, recorded March 6, 1985, in Official Records Book 808, Page 156 of the Public Records of Charlotte County, Florida, hereby joins in the Declaration of Condominium of LEMON BAY BREEZES CONDOMINIUM, a condominium in Charlotte County, Florida.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 2nd day of April, 1986.

WITNESSES:

OHIO FINANCIAL SERVICE CORPORATION,
an Ohio corporation

Margaret Granes
Sandra K. Barber

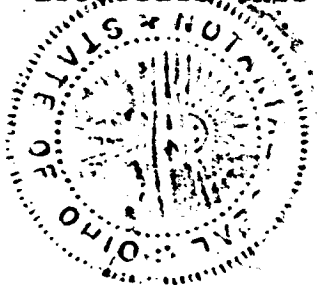
By: Lawrence P. Miller
Attest: Susan K. Turner

COUNTY OF Franklin)

STATE OF OHIO)

BEFORE ME, a Notary Public in the County and State aforesaid duly authorized to take acknowledgments, personally appeared Lawrence P. Miller, as Vice President and Susan K. Turner, as Secretary-Treasurer, of OHIO FINANCIAL SERVICE CORPORATION, an Ohio corporation, to me known to be the persons described in and who executed the foregoing Joinder of Mortgagee, and they acknowledged before me that they executed said instrument on behalf of the aforesaid corporation by authority vested in them by said corporation, as their free act and deed and for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of April, 1986.



Sandra K. Barber
Notary Public, State of Florida

My commission expires:

Sandra K. Barber
NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 30, 1988

OR 863 PG 1989

APPENDIX "A"

LEGAL DESCRIPTION

OR 863 PG 1990

INITIAL PHASE-

Only land submitted
to condominium form
of ownership at this filing

PHASE 1
LEGAL DESCRIPTION

Of 1.1507 Acre Parcel of RMF-15 Residential Multi-Family
Zoned Land of the Lemon Bay Breezes Project for Odyssey
Development Corporation in part of Section 6, Township 41
South, Range 20 East, Charlotte County, Florida.

Commence at the Southeast corner of Lot 17 of the plat of Riverside as recorded in Plat Book 3, Page 14, of the public records of Charlotte County, Florida, said point marked P.R.M. and located on the North line of Lot 29 of Grove City Subdivision of Section 6, Township 41 South, Range 20 East, as recorded in Plat Book 1, Page 11, of the public records of Charlotte County, Florida, said point located 111.07 feet more or less from the Northwest corner of said Lot 29; Thence along part of said North line of Lot 29 of said Plat S 89°42'27" E 42.96 feet, thence S 00°03'37" W 208.08 feet to the Point of Beginning; Thence S 00°03'37" W 70.35 feet, thence on a circular curve in a Southeasterly direction (radius equals 895.92 feet, long chord bears S 74°56'23" E 325.30 feet) a distance of 327.11 feet, thence S 00°45'17" E 175.64 feet to a point of curvature along the North right-of-way line of S.R. 775, thence on a curve to the left along said right-of-way line in a Southeasterly direction (radius equals 1070.92 feet, long chord bears S 86°46'40" E 18.79 feet) a distance of 18.79 feet, thence S 87°16'49" E along said right-of-way line 90.14 feet to the mean high water line of Gottfried Creek (said mean high water line on file with the Florida Department of Natural Resources), thence on the following six (6) courses and distances along said mean high water line of Gottfried Creek:

N 61°00'50" E 13.45 feet, and
N 09°14'25" W 70.12 feet, and
N 07°11'31" W 67.29 feet, and
N 05°12'11" W 66.95 feet, and
N 00°38'05" E 56.68 feet, and
N 00°19'25" E 35.81 feet, thence

S 86°03'12" W 101.85 feet, thence S 52°09'07" W 47.08 feet, thence S 06°16'17" E 11.06 feet, thence S 83°43'43" W 18.00 feet, thence S 52°09'07" W 25.50 feet, thence N 74°34'18" W 201.65 feet, thence N 00°03'37" E 45.00 feet, thence, N 89°56'23" W 42.03 feet to the point of beginning and containing 50,126.3 square feet or 1.1507 acres more or less.

OR 863 PG 1991

RECORDED'S MEMO
THE WRITING / TYPING AND PRINTING WAS
UNSATISFACTORY FOR REPRODUCTION AT
THE TIME OF MICRO FILMING.



Lemon
Bay
Breezes

LEGAL DESCRIPTION (PHASES I & II)

PHASE I LEGAL DESCRIPTION

Of 1.1507 Acre Parcel of RMF-15 Residential Multi-Family
Zoned Land of the Lemon Bay Breezes Project for Odyssey
Development Corporation in part of Section 6, Township 41
South, Range 20 East, Charlotte County, Florida.

Commence at the Southeast corner of Lot 17 of the plat of Riverside as recorded in Plat Book 3, Page 14, of the public records of Charlotte County, Florida, said point marked P.R.M. and located on the North line of Lot 29 of Grove City Subdivision of Section 6, Township 41 South, Range 20 East, as recorded in Plat Book 1, Page 11, of the public records of Charlotte County, Florida, said point located 111.07 feet more or less from the Northwest corner of said Lot 29; Thence along part of said North line of Lot 29 of said Plat S 89°42'27" E 42.96 feet, thence S 00°03'37" W 208.08 feet to the Point of Beginning; Thence S 00°03'37" W 70.35 feet, thence on a circular curve in a Southeasterly direction (radius equals 895.92 feet, long chord bears S 74°56'23" E 325.30 feet) a distance of 327.11 feet, thence S 00°45'17" E 175.64 feet to a point of curvature along the North right-of-way line of S.R. 775, thence on a curve to the left along said right-of-way line in a Southeasterly direction (radius equals 1070.92 feet, long chord bears S 86°46'40" E 18.79 feet) a distance of 18.79 feet, thence S 87°16'49" E along said right-of-way line 90.14 feet to the mean high water line of Gottfried Creek (said mean high water line on file with the Florida Department of Natural Resources), thence on the following six (6) courses and distances along said mean high water line of Gottfried Creek:

N 61°00'50" E 13.45 feet, and
N 09°14'25" W 70.12 feet, and
N 07°11'31" W 67.29 feet, and
N 05°12'11" W 66.95 feet, and
N 00°38'05" E 56.68 feet, and
N 00°19'25" E 35.81 feet, thence

S 86°03'12" W 101.85 feet, thence S 52°09'07" W 47.08 feet, thence S 06°16'17" E 11.06 feet, thence S 83°43'43" W 18.00 feet, thence S 52°09'07" W 25.50 feet, thence N 74°34'18" W 201.65 feet, thence N 00°03'37" E 45.00 feet, thence, N 89°56'23" W 42.03 feet to the point of beginning and containing 50.126.3 square feet or 1.1507 acres more or less.

PHASE II LEGAL DESCRIPTION

Of 0.8072 Acre Parcel of RMF-15 Residential Multi-Family
Zoned Land of the Lemon Bay Breezes Project for Odyssey
Development Corporation in part of Section 6, Township 41,
South, Range 20 East, Charlotte County, Florida.

Commence at the Southeast corner of Lot 17 of the plat of Riverside as recorded in Plat Book 3, Page 14, of the public records of Charlotte County, Florida, said point marked P.R.M. and located on the North line of lot 29 of Grove City Subdivision of Section 6, Township 41 South, Range 20 East, as recorded in Plat Book 1, Page 11, of the public records of Charlotte County, Florida, said point located 111.07 feet more or less from the Northwest corner of said Lot 29; Thence along part of said North line of Lot 29 of said Plat S 89°42'27" E 307.79 feet to the mean high water line of Gottfried Creek (said mean high water line on file with the Florida Department of Natural Resources), thence S 79°27'20" E along said mean high water line 20.19 feet, thence N 88°40'38" E along said mean high water line 6.77 feet to the Point of Beginning; thence S 00°36'42" W 88.39 feet, thence S 44°36'15" W 71.63 feet, thence S 06°16'17" E 19.00 feet, thence S 75°32'28" W 12.47 feet, thence S 19°39'14" E 29.73 feet, thence N 63°56'31" E 5.80 feet, thence S 06°16'17" E 100.00 feet, thence N 83°43'43" E 18.00 feet, thence N 06°16'17" W 11.06 feet, thence N 52°09'07" E 47.08 feet, thence N 86°03'12" E 101.85 feet to a point on said mean high water line of Gottfried Creek, thence on the following six (6) courses and distances along said mean high water line of Gottfried Creek:

N 00°19'25" E 58.00 feet, and
N 04°44'32" W 61.80 feet, and
N 04°12'15" W 71.12 feet, and
N 27°09'07" W 44.19 feet, and
N 52°31'21" W 15.35 feet, and
S 88°40'38" W 78.00 feet

to the point of beginning and containing 35158.4 square feet or 0.8072 acres more or less.

Dated: 11-15-84

Roy J. Russell
Roy J. Russell
Florida Professional Land Surveyor #3863

RECORDERS MEMO
THE WRITING / TYPING AND PRINTING WAS
UNSATISFACTORY FOR REPRODUCTION AT
THE TIME OF MICRO FILMING.

OR 863 Pg 1992

date: NOV 20/84

sheet

scale: -

6 of 18



Lemon
Bay
Breezes

LEGAL DESCRIPTION
(PHASE III & RECREATION AREA)

PHASE III
LEGAL DESCRIPTION

Of 0.9799 Acre Parcel of RMF-15 Residential Multi-Family
Zoned Land of the Lemon Bay Breezes Project for Odyssey
Development Corporation in part of Section 6, Township 41,
South, Range 20 East, Charlotte County, Florida.

Commence at the Southeast corner of Lot 17 of the plat of Riverside as recorded in Plat Book 3, Page 14, of the public records of Charlotte County, Florida, said point marked P.R.M. and located on the North line of Lot 29 of Grove City Subdivision of Section 6, Township 41 South, Range 20 East, as recorded in Plat Book 1, Page 11, of the public records of Charlotte County, Florida, said point located 111.07 feet more or less from the Northwest corner of said Lot 29; Thence along part of said North line of Lot 29 of said Plat S 89°42'27" E 42.96 feet to the Point of Beginning; Thence S 00°03'37" W 208.08 feet, thence S 89°56'23" E 42.03 feet, thence N 00°03'37" E 67.91 feet, thence S 88°49'33" E 198.31 feet, thence N 44°36'15" E 71.63 feet, thence N 00°38'42" E 88.39 feet to the mean high water line of Gottfried Creek (said mean high water line on file with the Florida Department of Natural Resources), thence S 88°40'38" W along said mean high water line of Gottfried Creek 6.77 feet, thence N 79°27'20" W along said mean high water line 20.19 feet to a point on the North line of said Lot 29 of Grove City Subdivision, thence N 89°42'27" W along said North line 264.83 feet to the point of beginning and containing 42685.8 square feet or 0.9799 acres more or less.

RECREATION AREA - Not part of Condominium
LEGAL DESCRIPTION

Of 0.6529 acre Parcel of RMF-15 Residential Multi-Family
Zoned Land of the Lemon Bay Breezes Project for Odyssey
Development Corporation in part of Section 6, Township 41
South, Range 20 East, Charlotte County, Florida.

Commence at the Southeast corner of Lot 17 of the plat of Riverside as recorded in Plat Book 3, Page 14, of the public records of Charlotte County, Florida, said point marked P.R.M. and located on the North line of Lot 29 of Grove City Subdivision of Section 6, Township 41 South, Range 20 East, as recorded in Plat Book 1, Page 11, of the public records of Charlotte County, Florida, said point located 111.07 feet more or less from the Northwest corner of said Lot 29; Thence along part of said North line of Lot 29 of said Plat S 89°42'27" E 42.96 feet, thence S 00°03'37" W 208.08 feet, thence S 89°56'23" E 42.03 feet to the Point of Beginning; thence S 00°03'37" W 45.00 feet, thence S 74°34'18" E 201.65 feet, thence N 52°09'07" E 25.50 feet, thence N 06°16'17" W 100.00 feet, thence S 63°56'31" W 5.80 feet, thence N 19°39'14" W 29.73 feet, thence N 75°32'28" E 12.47 feet, thence N 06°16'17" W 19.00 feet, thence N 88°49'33" W 198.31 feet, thence S 00°03'37" W 67.91 feet to the point of beginning and containing 28,436.9 square feet or 0.6529 acres more or less.

Dated:

11-15-84

Roy J. Russell

Roy J. Russell

Florida Professional Land Surveyor #3863

RECORDER'S MEMO
THE WRITING / TYPING AND PRINTING WAS
UNSATISFACTORY FOR REPRODUCTION AT
THE TIME OF MICRO FILMING.

date: NOV 20/84

sheet

scale: —

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OR 863 PG 1993

APPENDIX "B"

SURVEY AND PLOT PLAN

OR 863 PG 1994

LEMON BAY BREEZES

CONDOMINIUM
SECTION 6, TOWNSHIP 41 S., RANGE 20 E.
COUNTY OF CHARLOTTE, STATE OF FLORIDA

CONDOMINIUM BOOK _____ PAGE _____
SHEET 1 OF 2 SHEETS

RENTAL & CASH/SALE (Please One Only)

Male certification made that 10/17/65 day of 10/17/65 1965 by the undersigned member, is in accordance with the provisions of Section 76.10a(1)(c) of the Florida Statutes, and is a certification that the survey, graphical description and plat plan do not contain any error, omission or fraud, and that the survey, plat and plan are in accordance with the provisions of Section 76.10a(1)(c) of the Florida Statutes, and that the survey, plat and plan are in accordance with Section 76.10a(1)(c) of the Florida Statutes.

Thus to further certify that the construction of the improvement is substantially complete so that the material, together with the provisions of the Declaration describing the compound, will be accepted by the Registrar as a new material, it is hereby requested, to an entire representation of the invention and the material of the improvement, and that the Declaration, in its original and amended form, be accepted as the true and correct representation of the invention and the material of the improvement, and that the Declaration, in its original and amended form, be accepted as the true and correct representation of the invention and the material of the improvement.

(A)	5 6.3° 56' 3" W	1° 51' 0"
(B)	N 19° 39' 16" W	29° 43'
(C)	N 75° 32' 28" E	12° 47'
(D)	N 06° 16' 17" W	19° 00'

NOTES

Particulars of the decorative area shown between Plates Two and Three are possible future phenomena to show between any or may not become independent phases of this construction. Only building "a" and the improvements visible Plate One are being plotted at this time.

UNIT JOURNALS

1. Bearings shown between adjacent plots.
2. Elevation shown between area N.C. V.D.
3. Elevations shown between area N.C. V.D.
4. Subject to assessment and rights-of-way of record
5. ● - Janitors I, Pod and Cap No. 300) rest.
6. Total area of site - 4.3341 AC. ±.
7. Legal descriptions on Sheet 3 of 7.

9. Apartment Boundaries. Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which are as follows:

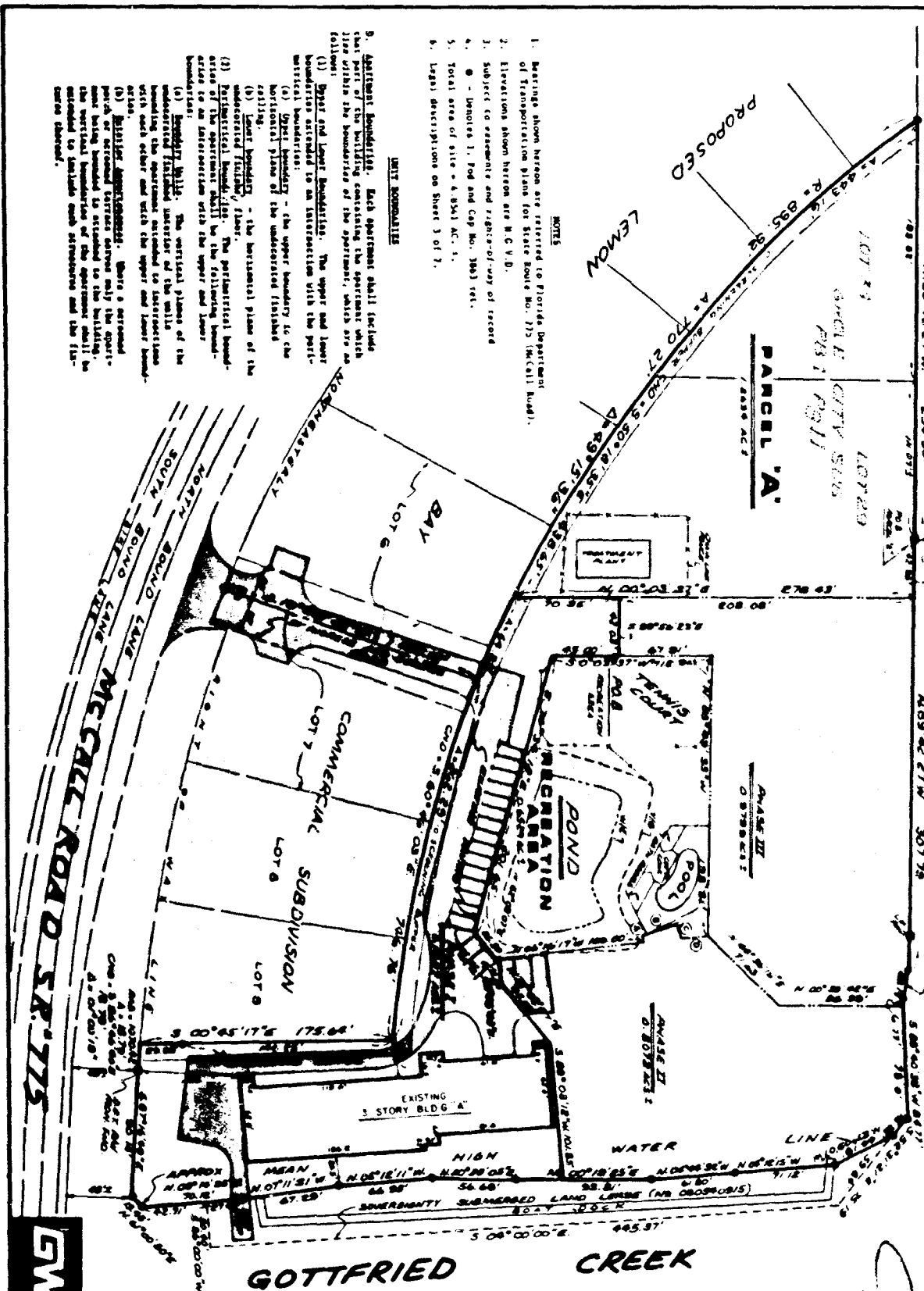
- (1) Upper and lower boundaries - the upper and lower boundaries are the horizontal planes of the perforated boundary, the upper boundary is the horizontal plane of the upper boundary of the perforated boundary, the lower boundary is the horizontal plane of the lower boundary of the perforated boundary.
- (2) Perforated boundary - the perforated boundary is the horizontal plane of the perforated boundary, the upper boundary is the horizontal plane of the upper boundary of the perforated boundary, the lower boundary is the horizontal plane of the lower boundary of the perforated boundary.
- (3) Perforated boundary - the perforated boundary is the horizontal plane of the perforated boundary, the upper boundary is the horizontal plane of the upper boundary of the perforated boundary, the lower boundary is the horizontal plane of the lower boundary of the perforated boundary.

(a) Boundary Walls. The vertical planes of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower beams

(b) Reinforced concrete. Where a screened porch or screened terrace serves only the apartment being bonded it attached to the building, the vertical boundaries of the apartment shall be extended to include such structure and the floor covered thereon.

GWE

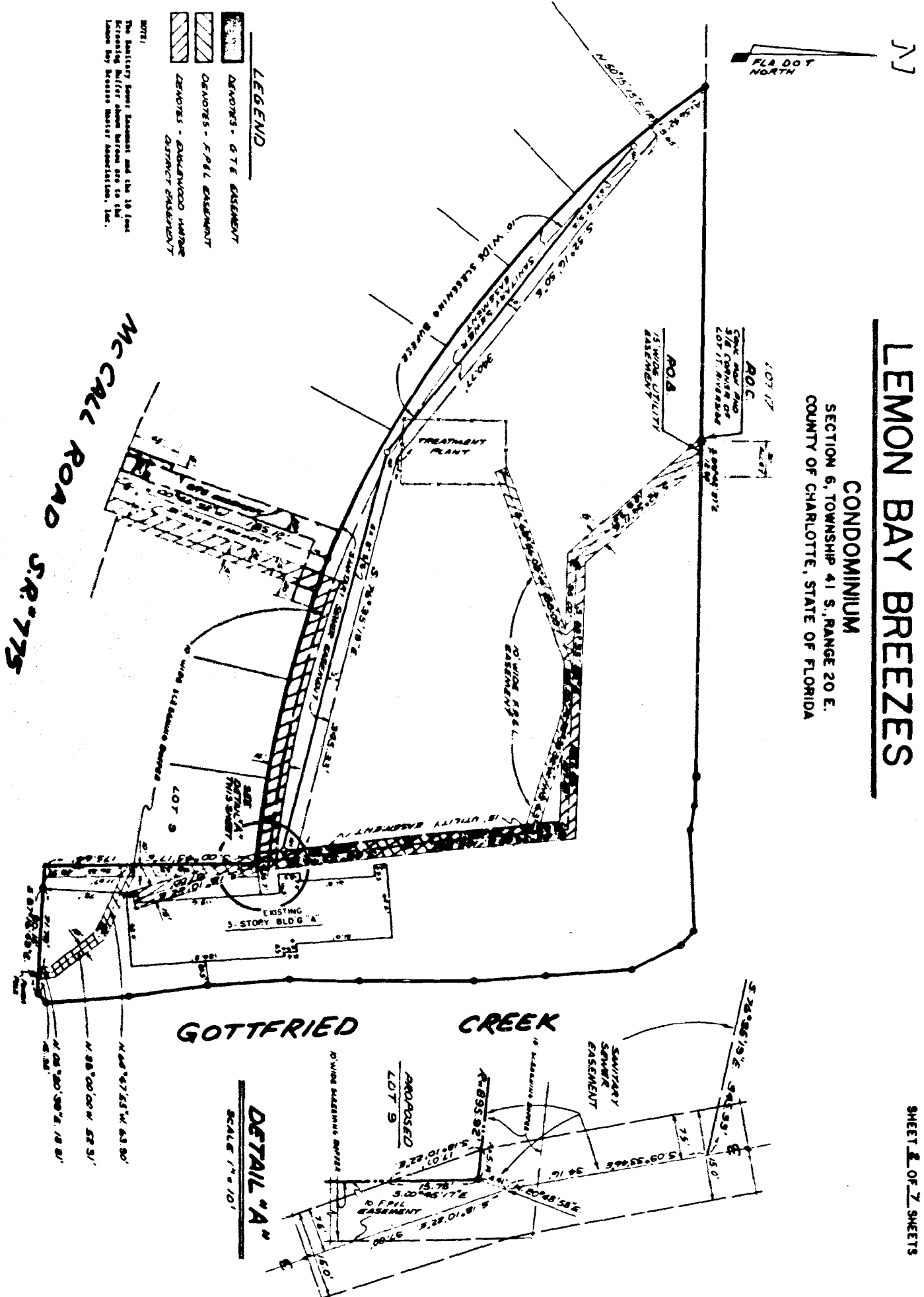
Guthrie-Webster Engineers, Inc.
1620 Picnic Road • Englewood, Florida 33533
(615) 475-7981



LEMON BAY BREEZES

CONDOMINIUM
SECTION 6, TOWNSHIP 41 S., RANGE 20 E.
COUNTY OF CHARLOTTE, STATE OF FLORIDA

CONDOMINIUM BOOK _____ PAGE _____
SHEET 2 OF 7 SHEETS



GMV

Charles Webster Engineering, Inc.
(800) 475-7961 and 1-800-899-0961
1620 Pacific Road • Englewood, Florida 33615
(813) 475-7961

LEMON BAY BREEZES

CONDOMINIUM
SECTION 6, TOWNSHIP 41 S., RANGE 20 E.
COUNTY OF CHARLOTTE, STATE OF FLORIDA

RECREATION AREA
LEGAL DESCRIPTION

Of D-529 Acre Parcel of KMI-15 (a) identical Mott-Family owned land of the known bay breezes Project for Odaysey Development Corporation in part of Section 6, Township 4 South, Range 20 East, Charlotte County, Florida.

[illegible]

PAGE 1 A
LEGAL NOTICE

Of 1.264-acre Parcel of MCF-15 Residential Mobile-Home Land, of the Lemon Bay Breviers Project for Odyssey Development Corporation in part of Section 6, Township 41 South, Range 20 East, Charlotte County, Florida.

Beginning at the Southeast corner of Lot 17 of the plat of Riverside as recorded in Plat Book 3, Page 14, of the Public Records of Tallapoosa County, Georgia, said point marked W. P. M. and located on the north line of said Lot 17; Thence, said subdivision of Section 6, Township 4, South, Range 20 East, as recorded in Plat Book 1, Page 11, of the Public Records of Tallapoosa County, Florida, said point located 111.07 feet, more or less, along the north line of said Lot 29; Thence along part of said north line of Lot 29 and part of the north line of Lot 34 of said plat and also along the south line of the plat of Riverside, (with all bearings referred to the center line bearings as shown on the S. W. 715 plans) N. 84°42'27" = 746.49 feet, thence on a circular curve $\hat{C}$ of 35° to a southeasterly bearing on said circular curve N. 60°03'31" = 218.43 feet to a point on the north line of said Lot 25 of Grove City subdivision of Tallapoosa County, Florida, said point located 42.26 feet to the point of bearing N. 89°42'32" = along said north line 42.26 feet to the point of bearing N. 89°42'32" = along said north line 42.26 feet to the point of bearing N. 89°42'32" = along said north line 42.26 feet, more or less, to the Southeast corner of Lot 17 of the plat of Riverside as recorded in Plat Book 3, Page 14, of the Public Records of Tallapoosa County, Georgia, said point marked W. P. M. and located on the north line of said Lot 17.

PHASE 1

LISCAL DESCRIPTION

of 1,150 Acres Parcel of R6-15 Residential Multi-Family Zoned Land of the Lemon Bay Breezes Project for Develoey Development Corporation in part of Section 6, Township 43 South, Range 30 East, Charlotte County, Florida.

[illegible]

M 61°00'30" E 13.45 feet, and
M 09°16'25" W 70.12 feet, and
M 07°11'31" W 67.29 feet, and
M 05°12'11" W 66.95 feet, and
M 00°38'05" E 56.68 feet, and
M 00°19'35" E 35.81 feet, and
M 00°00'00" E 00.00 feet, and

1. 06°03'12" N 101°03'35" E, thence S 37°09'07" W 43.00 feet, thence S 06°45'19" E 11.00 feet, thence S 67°04'37" W 19.00 feet, thence S 37°09'07" W 23.50 feet, thence N 74°34'18" E 201.63 feet, thence S 00°03'39" E 45.00 feet, thence N 89°54'22" W 41.03 feet to the point of beginning and enclosing 26,116.3 square feet or 1,180 acres more or less.

LEICA: DE S2171160

Of a 500-acre parcel of DDF-15 land owned Multi-Family Zone 1 and of the known Bay Breeds Project for Disney Development Corporation in part of Section 9, Township 41 South, Range 24 East, Charlotte County, Florida.

[illegible]

PAGE 11
LIBRA. 0050817713

of 0.0072 acre parcel of 009-15 residential Multi-Family Zone of the Lower Bay Transit Project for Denver Development Corporation is part of Section 9, Township 61 South, Range 76 East, Charlotte County, Florida.

Common at the northeast corner of lot 17 of the plat of *Shirleydale* as recorded in Plat Book 5, Page 15, of the public records of Charlotte County, Florida, said point raised 5.5 m. and located on the north line of lot 25 of Green City Subdivision of Section 6, Township 11 North, Range 20 East, as recorded in Plat Book 1, Page 11, of the public records of Charlotte County, Florida, said point located 111.07 feet west or less from the length-way corner of said lot 25, thence along north or east line of lot 25 of said Plat 5 691.27 m. (260.79 feet to the north high water line of Certified Creek (said creek being high water line on this plat with the Florida Department of Natural Resources), thence S 79°27'.20" E along said north high water line 260.33 feet, thence S 64°42'.6" E along said north high water line 6.77 feet to the point of beginning, thence S 60°18'.6" E 46.79 feet, thence S 56°16'.3" E 13.63 feet, thence S 60°16'.6" E 13.60 feet, thence S 75°32'.20" E 12.47 feet, thence S 19°29'.15" E 21.73 feet, thence S 03°34'.32" E 6.62 feet, thence S 80°16'.12" E 100.00 feet, thence S 03°43'.27" E 16.00 feet, thence S 00°16'.12" W 11.96 feet, thence S 32°09'.07" E 17.00 feet, thence S 60°33'.27" E 120.83 feet to a point on said north high water line of Certified Creek, thence on the following six (6) corners and distances along said north high water line of Certified Creek:

1	109° 19' 23"	E	50. 00	1004.	0004.
2	00° 04' 32"	N	52. 00	1004.	0004.
3	00° 12' 12"	N	70. 50	1004.	0004.
4	17° 00' 07"	N	44. 10	1004.	0004.
5	12° 31' 25"	N	15. 35	1004.	0004.
6	00° 00' 10"	N	00. 00	1004.	0004.

CONDOMINIUM BOOK ___ PAGE
SHEET 3 OF 7 SHEETS

Description

of a 15 foot wide Utility Easement for Englewood Water District for Lemon Bay Breeze, A Condominium in Section 6, Township 41 South, Range 20 East, Charlotte County, Florida.

Comments: at concrete monument found at the Southwest corner of lot 1 of the plat of Riverside as recorded in plat book 3, page 11, of the Public Records in Charlotte County, Florida, said point also being located 111.07 feet, more or less, easterly of the Northwest corner of lot 79 of Grove City Subdivision of Section 6, Township 1 South, Range 20 East, as recorded in plat book 1, page 11, of said Public Records; **thence, continuing along a part of the North line of lot 79, 89.57° 27' 17" 17.80 feet for a point of bearing at the centerline of a 15 foot wide utility easement; thence, with the centerline of said easement, the five following courses:**

to a point 1,028 M. 20°48'3" N. 6.41 feet from an iron rod and 39 m. 18°31' 0" N. 105.80 feet from the base of the proposed dam. The summit of the above described cone is 18°07'27" E. 97.00 feet to the South of the above described easement.

DESCRIPTION

of a 15 foot wide Utility Easement for Englewood Water District for Lemon Bay Breezes, A Condominium, as Section 6, Township 4) South, Range 20 East, Charlotte County, Florida.

Concrete monument found at the Southeast corner of Lot 1 of the plat of Riverside as recorded in Plat Book 1, Page 16 of the Public Records of Charlotte County, Florida, said point is also being located 111.10 feet, more or less, Easterly of the Northwest corner of Lot 29 of Grove City Subdivision of Section 6, Township 34 North, Range 10 East, as recorded in Plat Book 1, Page 11 of said Public Records; there, with the North line of Lots 29 and 30, N. 89° 12' 30" E. 514.97 feet to intersect the Northeast Right of Way line of State Road No. 172 (Occult Road), thence with said intersection as a point of beginning, a line 100.00 feet in length, a section having a radius of 1000.00 feet and an arc length of 374.08 feet (said curve is subtended by the chord S. 4° 32' 12" E. 751.84 feet) for a Point of Beginning at the Easterly Access Easement line for Lemon Bay Tract, thence with said Access Easement Line N. 13° 46' 32" E. 185.00 feet, with a 13 foot wide Utility Easement, 10 feet wide on the Westerly side and 5 feet on the Easterly side, abutting and being North of the State Road Right of Way and extending 15 feet past the end of this curve, thence, by a curve to the left, 15 feet in length, a section having a radius of 1000.00 feet and an arc length of 227.29 feet (said curve is subtended by the chord S. 21° 58' 30" E. 218.59 feet) with a 13 foot wide utility easement, abutting and being North of this curve and also being the Easterly terminus of the above described easement at the Northeast corner of Lot 9 of Proposed Lemon Bay Commercial Subdivision.

PHASE III

Of 0.9799 Acre Parcel of RYT-15 Residential Multi-Family
Leased Land of the Lemon Bay Breeze Project for Odyssey
Development Corporation in part of Section 6, Township 41
South, Range 20 East, Charlotte County, Florida

Commence at the southeast corner of Lot 17 of the plat of Riverside as recorded in Plat Book 11, Page 11, of the public records of Charlotte County, Florida, said point marked P. N. 1, and located on the north line of Lot 15 of Grove City Subdivision of section 6, Township 41 South, Range 20 East, as recorded in Plat Book 11, Page 11, of the public records of Charlotte County, Florida, said point located 111.0 feet more or less from the northeast corner of said Lot 15. Then along part of said north line of Lot 15 of said Plat S. 89°41.32' E. 47.96 feet to the Point of Beginning; Thence S. 00°03.17' E. 200.00 feet, thence S. 85°46.21' E. 47.03 feet, thence N. 00°03.17' E. 47.91 feet, thence S. 88°44.35' E. 190.11 feet, thence N. 84°44.35' E. 71.63 feet, thence N. 00°34.42' E. 68.39 feet to the mean high water line of Gulf of Mexico Creek (said mean high water line on the mean high water line of Gulf of Mexico Creek), thence S. 88°40.28' E. along said mean high water line of Gulf of Mexico Creek 6.77 feet, thence N. 7°37.21' E. along said mean high water line 20.15 feet to a point on the north line of said Lot 15 of Grove City Subdivision, thence N. 88°47.32' E. along said north line 246.93 feet to the point of beginning and containing 0.0653.8 square feet or 0.9195 acres more or less.



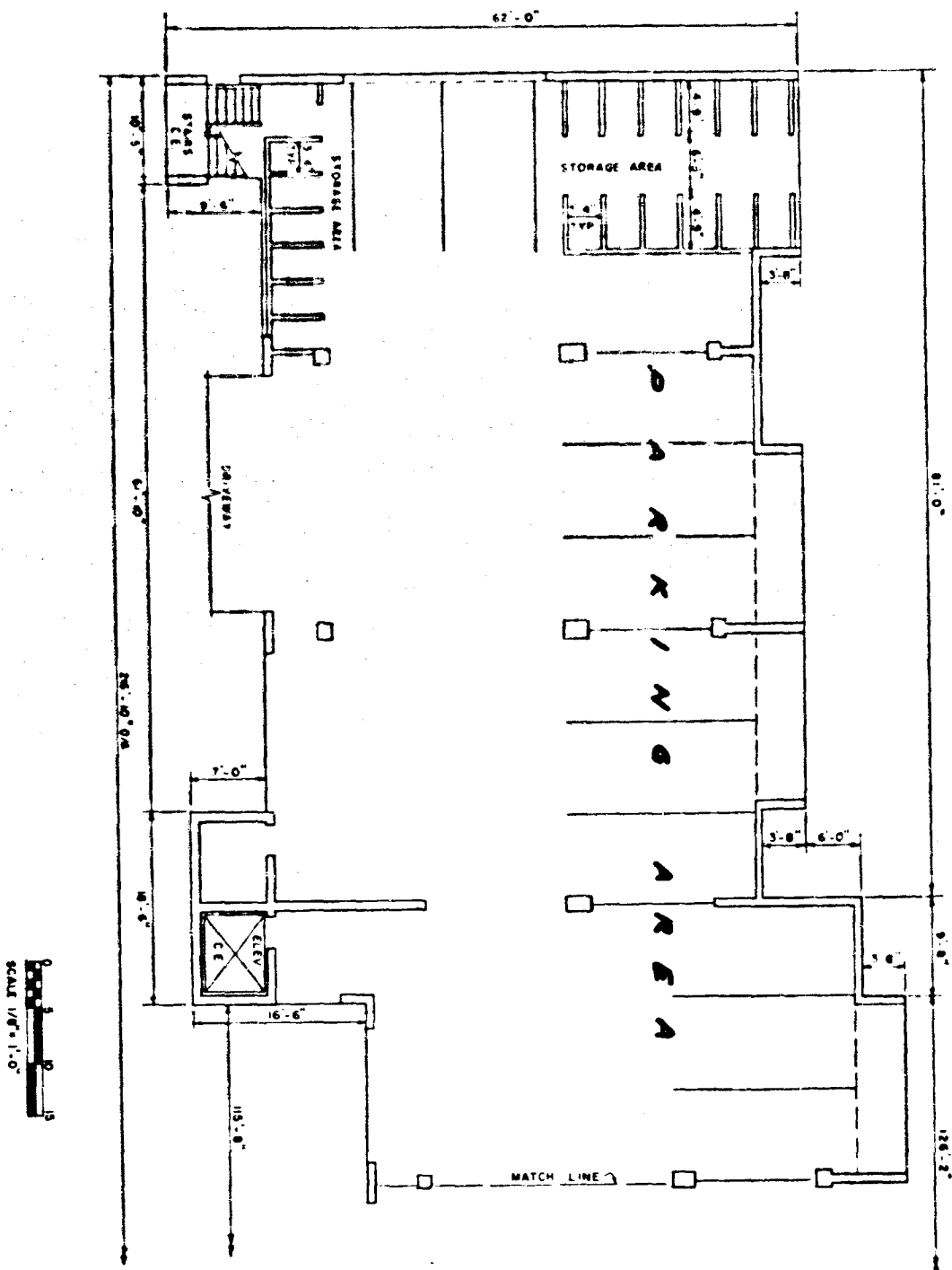
Griffiths-Webster Engineers, Inc.
(Owner's or architect's use, add superscript)
1620 Pacific Road • Englewood Florida 33533
(813) 475-7961

BUILDING - "A"
LEMON BAY BREEZES

CONDOMINIUM

SECTION 6, TOWNSHIP 41 S., RANGE 20 E.
COUNTY OF CHARLOTTE, STATE OF FLORIDA

OR 863 PG 1998



GWE

Giffels-Welster Engineers, Inc.
CONSULTING ENGINEERS AND ARCHITECTS
1620 Piccola Road • Englewood, Florida 33533
(813) 475-7581

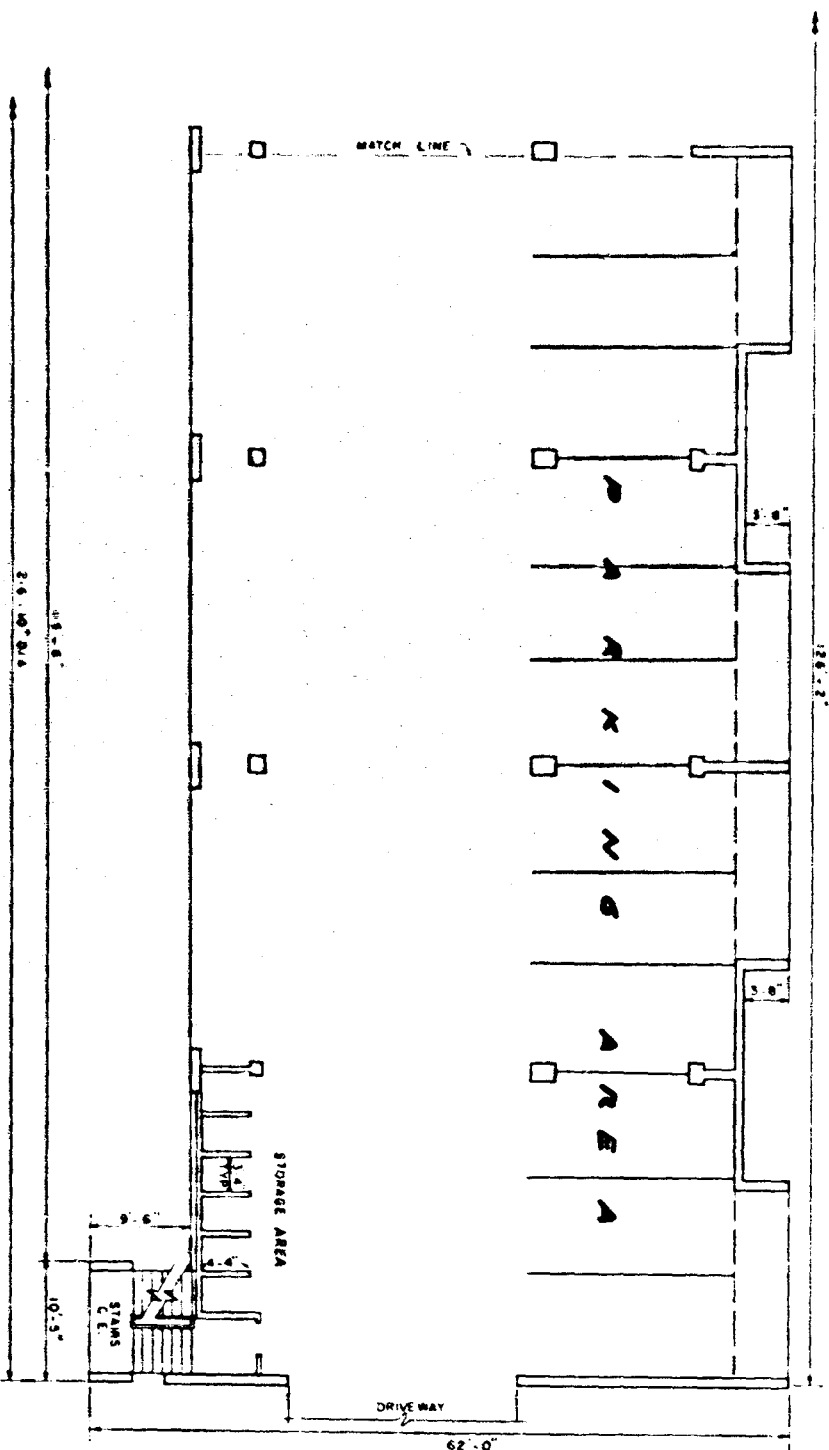
BUILDING - "A"
LEMON BAY BREEZES

CONDOMINIUM

SECTION 6, TOWNSHIP 41 S., RANGE 20 E.
COUNTY OF CHARLOTTE, STATE OF FLORIDA

CONDOMINIUM BOOK _____ PAGE _____
SHEET 1. OF 2 SHEETS

OR 863 PG 1999



0 5 10
SCALE 1/8" = 1'-0"

GWE

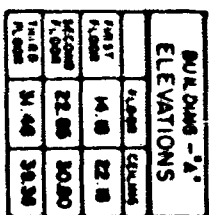
Griffin-Webster Engineers, Inc.
1450 Piccola Road • Englewood, Florida 33533
(813) 475-7798

APPENDIX "C"

FLOOR PLANS

OR 863 PG 2000

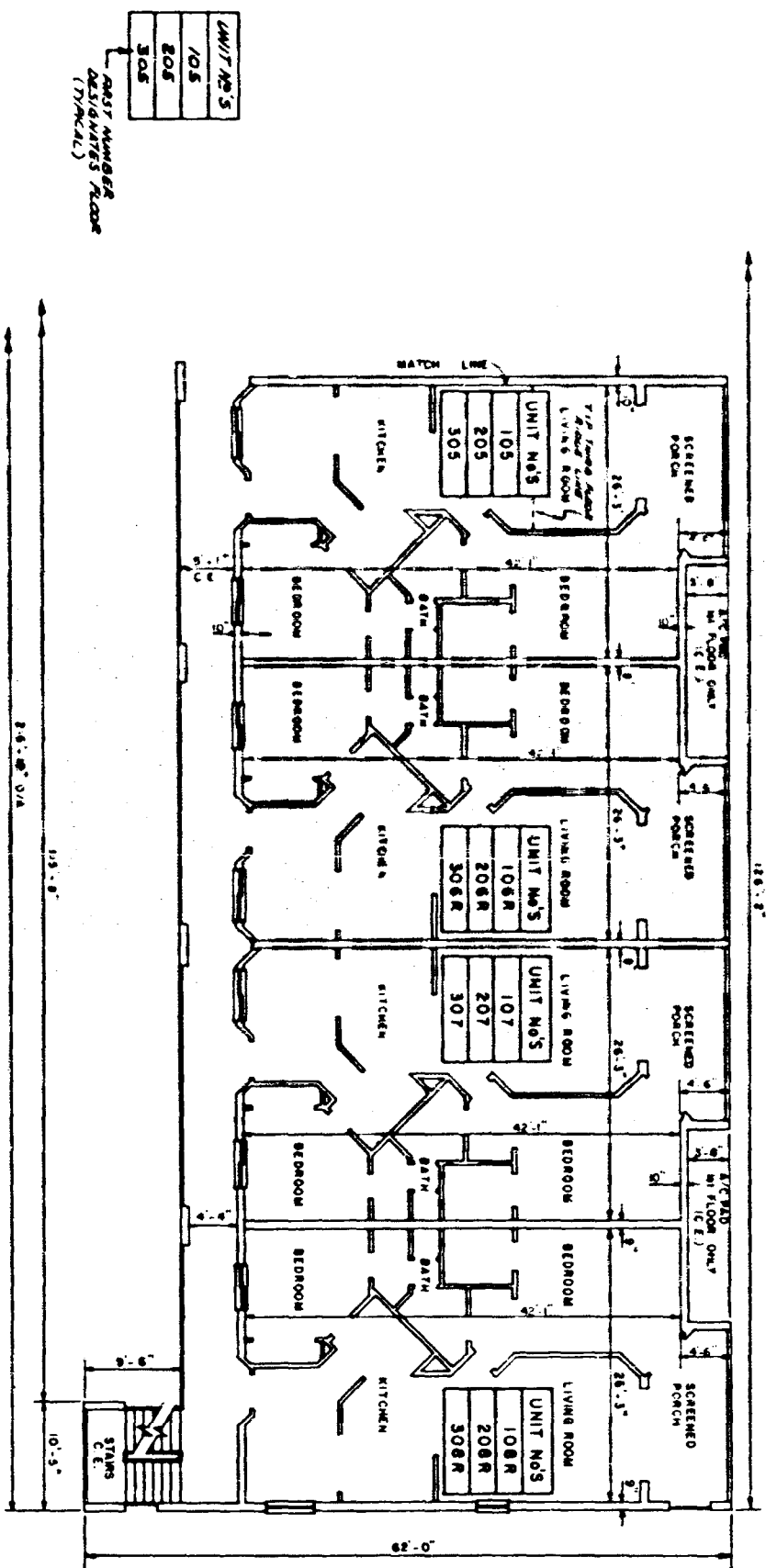
SECTION 6, TOWNSHIP 41 SOUTH, RANGE 20 EAST
COUNTY OF CHARLOTTE, STATE OF FLORIDA



OR 863 PG 2002

BUILDING - "A"
LEMON BAY BREEZES
CONDOMINIUM

SECTION 6, TOWNSHIP 41 SOUTH, RANGE 20 EAST
COUNTY OF CHARLOTTE, STATE OF FLORIDA



BULL DING - "A"		ELEVATIONS	
	FLOOR	CEILING	
PAR 1	14.88	22.48	
FLOOR			
SECE 2	22.48	30.80	
FLOOR			
SECE 3	31.48	39.38	
FLOOR			

ADVERTISING: CARROLL & CO. 1000 15th St. N.W. Washington, D.C. 20004

APPENDIX "D"

ARTICLES OF INCORPORATION

OR 863 PG 2003

State of Florida

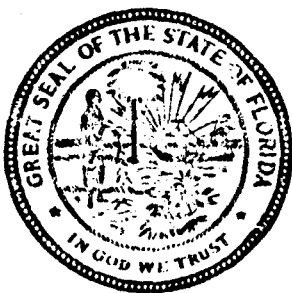


Department of State

OR 863 PG 2004

I certify that the attached is a true and correct copy of the Articles of Incorporation of LEMON BAY BREEZES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on October 30, 1980, as shown by the records of this office.

The charter number for this corporation is 754965.



CER 101 Rev. 5-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
31st day of October, 1980.

George Firestone
Secretary of State

FILED
OCT 30 8 25 PM '00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

LEMON BAY BREEZES CONDOMINIUM ASSOCIATION, INC.

(A Florida Non Profit Corporation)

WE, the undersigned subscribers, hereby associate ourselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I - NAME AND DURATION

The name of this corporation shall be LEMON BAY BREEZES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, organized under the laws of the State of Florida, which may also be referred to herein as the Association. This corporation shall exist perpetually.

OR 863 PG 2005

ARTICLE II - PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Florida Statute 718.111 for the operation of LEMON BAY BREEZES CONDOMINIUM, a Condominium, located upon the following lands in Charlotte County, Florida, or on a portion or portions thereof:

That portion of lots 29 and 34 lying North and East of State Road 775, GROVE CITY LAND COMPANY'S SUBDIVISION, in Section 6, Township 41 South, Range 20 East, according to the Plat thereof recorded in Plat Book 1, Page 11, of the Public Records of Charlotte County, Florida.

and to manage and administer the Condominium Property including but not limited to collecting assessments from Unit Owners for the purpose of operating, maintaining, repairing, improving and administering the Condominium Property, and to perform all acts and duties desirable or necessary for such property management for the Units and Common Elements and Limited Common Elements pursuant to the provisions of the Declaration of Condominium and the Condominium Act of the State of Florida.

ARTICLE III - POWERS

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

A. General: The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the terms of these Articles or the Declaration of Condominium.

B. Enumeration: The Association shall have all of the powers and duties set forth in the Condominium Act, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium, these Articles of Incorporation, and the By-Laws, as they may be amended from time to time, if not inconsistent with the Condominium Act, including but not limited to the following:

1. To make and collect assessments against members as unit owners to provide for the payment of costs, expenses and losses of the Condominium Property.

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

3. To buy and lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired, including the power to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities, whether or not the lands or facilities are contiguous to the Condominium Property.

4. To maintain, repair, replace and operate the Common Elements and the Condominium Property and property acquired or leased by the Association for use by unit owners.

5. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its officers, Directors and its members as unit owners.

6. To reconstruct and repair improvements after casualty and to construct additional improvements of the Condominium Property.

7. To make and amend reasonable rules and regulations respecting the use and appearance of the property in the Condominium; provided, however, that all those regulations and their amendments shall be approved by not less than 75% of the votes of the units of the Association before they shall become effective.

8. To approve or disapprove the leasing, rental, sale, transfer, ownership and possession of units as may be provided by the Declaration of Condominium and the By-Laws.

9. To enforce by legal means, alone or by class action, the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association, and any Rules and Regulations which may be promulgated for the use of the Condominium Property.

10. To contract for the management of the Condominium and to delegate to the contractor all powers and duties of the Association, except policy making decisions and those powers and duties that are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

11. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to grant leases of those portions for this purpose.

12. To employ personnel to perform the services required for proper operation of the Condominium Property, including the power to purchase or lease a unit in the Condominium from its owner in order to provide living quarters for a manager of the Condominium.

C. Condominium Property: All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws of the Association.

D. Distribution of Income and Dividends: The Association shall not have or issue shares of stock; no dividend shall be paid, and no part of the income or assets of the Association shall be distributed to any of its members, Directors or officers, except that the Association may, as provided in the By-Laws, pay compensation in a reasonable amount to its members, Directors, and officers for services rendered.

OR 863 PG 2007

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

A. Membership: The members of the Association shall consist of all persons owning a present vested interest in the fee simple title to any of the Condominium Units and which interest is evidenced by a proper instrument recorded in the Public Records of Charlotte County, Florida, and also such persons shall automatically be members of this Association by virtue of said ownership, and their membership shall automatically terminate when they no longer own such interest. The Developer may designate three persons as members representing the Developer. Corporate Owners may designate up to three corporate officers as members representing the corporation, and a partnership may designate up to three partners as members representing the partnership.

B. Voting Rights: The Owners of each Condominium Unit shall collectively be entitled to one (1) vote. The person entitled to cast such vote, referred to herein as the Voting Member, shall be determined in the manner set forth in the Declaration of Condominium and in the By-Laws. The total number of votes in this Condominium Association shall be equal to the number of Units in this Condominium. An Owner of more than one Unit may designate a Voting Member for each such Unit.

C. Assignment: Neither the share of a member in the funds and assets of the Association nor his voting rights shall be assigned, hypothecated or transferred in any manner except as an appurtenances to the unit for which that share or voting right is held.

ARTICLE V - DIRECTORS

A. Duties and Powers: All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles, and the By-Laws of the Association, shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by unit owners when that is specifically required.

B. Number and Qualification: The affairs of the Association shall be managed by a Board of Directors consisting of the Directors determined by the By-Laws, but in no event less than three (3) Directors, and in the absence of that determination shall consist of three (3) Directors. Directors need not be members of the Association. The number of Directors may be increased or diminished from time to time in accordance with the By-Laws but shall never be less than three (3).

C. Election and Removal: The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws. Provided, however, that the initial Board of Directors, which shall consist of three (3) Directors appointed by the Developer, shall serve and hold office until such time as the unit owners other than the Developer are entitled to elect one or more Directors in accordance with the Condominium Act; and provided further that the initial Board of Directors appointed by the Developer shall be subject to removal only by the Developer.

D. Initial Board of Directors: The initial Board of Directors shall consist of three (3) Directors, and the names and addresses of those initial Directors, who shall hold office until removed by the Developer or until the unit owners other than the Developer are entitled to elect one or more Directors, are as follows:

HERBERT V. SCHAEFFER, 2765 Cardinal Circle, Gulf Stream, Florida 33444
THOMAS A. HEAD, 355 Northeast 5th Avenue, Delray Beach, Florida 33444
ROBERT G. CURRIE, 900 East Atlantic Avenue, Delray Beach, Florida 33444

ARTICLE VI - OFFICERS

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

President-Treasurer:	HERBERT V. SCHAEFFER 2765 Cardinal Circle Gulf Stream, Florida 33444
Vice President:	THOMAS A. HEAD 355 Northeast 5th Avenue Delray Beach, Florida 33444
Secretary:	ROBERT G. CURRIE 900 East Atlantic Avenue Delray Beach, Florida 33444

ARTICLE VII - INDEMNIFICATION

Every Director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, or by reason of his serving or having served the Association at its request, whether or not he is a Director, or officer or is serving at the time the expenses or liabilities are incurred; provided, that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

ARTICLE VIII - BYLAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Directors and members in the manner provided therein. Amendments to the By-Laws shall not have to be approved by or filed with any State authority in order to be effective, unless that is required by law.

OR 863 PG 2008

ARTICLE IX - AMENDMENTS

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

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

B. Adoption: A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary of the Association at or prior to the meeting. The approvals must be either:

1. By not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of all the units of the Association; or

2. By not less than 80% of the votes of all the units of the Association.

C. Limitations: No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of the members without approval in writing by all members and the joinder of all holders of recorded mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

D. Recording: Amendments to these Articles of Incorporation shall become effective when filed and approved by the Florida Department of State and recorded in the Public Records of Charlotte County, Florida.

ARTICLE X - REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 3452 New Boynton Road, Boynton Beach, Florida, and the name of the initial Registered Agent of this corporation at that address is: MICHAEL P. SMOODISH. The removal and appointment of said agent may be made by the President at any time by giving notice thereof to the proper State authority and without having to amend these Articles.

ARTICLE XI - SUBSCRIBERS

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

HERBERT V. SCHAFFER, 2765 Cardinal Circle, Gulf Stream, Florida 33444

THOMAS A. HEAD, 355 Northeast 5th Avenue, Delray Beach, Florida 33444

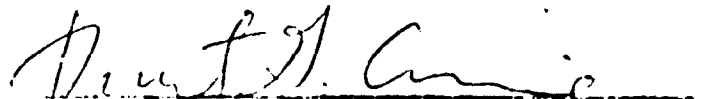
ROBERT G. CURRIE, 900 East Atlantic Avenue, Delray Beach, Florida 33444

IN WITNESS WHEREOF, the subscribers have affixed their signatures hereto
this 22nd day of OCTOBER, 1980.

OR 863 PG 2010

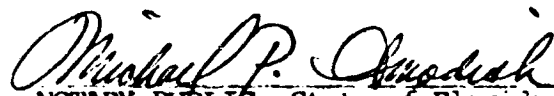

HERBERT V. SCHAFER


THOMAS A. HEAD


ROBERT G. CURRIE

STATE OF FLORIDA
COUNTY OF PALM BEACH

HERBERT V. SCHAFER, THOMAS A. HEAD and ROBERT G. CURRIE, appeared
before me, and after being duly sworn, they acknowledged that they executed
the foregoing Articles of Incorporation for the purposes expressed therein
this 22nd day of OCTOBER, 1980.


NOTARY PUBLIC, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 12, 1981
Bonded By American Fire & Casualty Company

ACCEPTANCE OF REGISTERED AGENT

The undersigned having been designated in these Articles of
Incorporation as Registered Agent hereby accepts that role and agree to serve
in that role as prescribed by law, at the address of the Registered Office,
which is 3452 New Boynton Road, Boynton Beach, Florida.


MICHAEL P. SMOLISH

Attorney at Law
3452 New Boynton Road
Boynton Beach, Florida 33435

APPENDIX "E"

BY-LAWS

OR 863 PG 2011

BY-LAWS

OF

OR 863 PG 2012

LEMON BAY BREEZES
CONDOMINIUM ASSOCIATION, INC.

A Corporation Not For Profit
Under the Laws of the State of Florida

1. Identity. These are the By-Laws of LEMON BAY BREEZES CONDOMINIUM ASSOCIATION, INC., hereinafter called "Association", a corporation not for profit under the Laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State on the 30th day of October, 1980. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, hereinafter called the "Condominium Act", which condominium is identified by the name LEMON BAY BREEZES CONDOMINIUM and is located upon the following land in Charlotte County, Florida:

That portion of Lots 29 and 34 lying North and East of State Road 776, GROVE CITY LAND COMPANY'S SUBDIVISION, in Section 6, Township 41 South, Range 20 East, according to the Plat thereof recorded in Plat Book 1, Page 11, of the Public Records of Charlotte County, Florida.

1.1 The Office of the Association shall be at 3452 New Boynton Road, Boynton Beach, Florida.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. Members.

2.1 Roster of Members. The Association shall maintain a roster of the names and mailing addresses of unit owners, which shall constitute a roster of members. The roster shall be maintained from evidence of ownership furnished to the Association from time to time to substantiate the holding of a membership and from changes of mailing addresses furnished from time to time. Each member shall furnish to the Association a copy of the record evidence of his title substantiating his membership in the manner required by the Articles of Incorporation and the Declaration of Condominium.

2.2 Annual Meeting. The annual members' meeting shall be held on the second Tuesday in February of each year, at 2:00 P.M. local time, at such place on the Condominium Property as the President or a majority of the Board of Directors shall determine; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a holiday. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members; provided, that if the date for the first annual meeting of the

members subsequent to relinquishment of control of the Association by the Developer of the Condominium is less than six (6) months after the first election of Directors by the membership of the Association, this annual meeting shall not be held, and the Directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.

2.3 Special Members' Meetings shall be held at such places as provided for annual meetings whenever called by the President or by a majority of the Board of Directors, and must be called by those officers upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

2.4 Notice of a meeting of members stating the time and place and the objects for which the meeting is called shall be given by the officer calling the meeting. A copy of the notice shall be posted in a conspicuous place on the Condominium Property and a copy shall be delivered or mailed to each member entitled to attend the meeting except members who waive the notice in writing. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting, delivery or mailing of the notice shall be effected not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. The Post Office Certificate of Mailing shall be retained as proof of such mailing. Notice of a meeting may be waived before, at, or after the meeting. Mailed notices of meetings shall be by certified mail, return receipt requested.

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

2.6 Voting.

A. In any meeting of members the owners of units shall be entitled to cast one vote.

B. If a unit is owned by one person, his right to vote shall be established by the roster of members. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a written statement or certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation, and filed with the Secretary of the Association. If a unit is owned by a partnership, the person entitled to cast the vote for the unit shall be designated by a written statement or certificate signed by all of the general partners of the partnership and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote for a unit may be revoked by any owner of a share in the unit. If a certificate designating the person entitled to cast the vote for a unit is not on file, the vote of the owners shall not be considered in determining whether a quorum is present nor for any other purposes; provided, that where a unit is jointly owned by a husband and wife, either unit owner shall be entitled to vote for the unit and shall be considered in determining whether a quorum is present, unless the two of them disagree as to how the vote for their unit shall be cast.

2.7 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy. A proxy must be filed with the Secretary of the Association before the appointed time of the meeting, or before the time to which the meeting is adjourned. No one person may hold more than five proxies.

2.8 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the adjourned meeting is given in the manner required for notice of a meeting.

2.9 The order of business at annual members' meetings and as far as practical at other members' meetings, shall be as follows:

- A. Call to order by President.
- B. Election of Chairman of the meeting.
- C. Calling of the roll and certifying of proxies.
- D. Proof of notice of meeting or waiver of notice.
- E. Reading and disposal of any unapproved minutes.
- F. Reports of Officers.
- G. Reports of Committees.
- H. Election of Inspectors of election.
- I. Determination of Number of Directors.
- K. Old or unfinished business.
- L. New business.
- M. Adjournment.

2.10 Limitation. Until a majority of the Directors of the Association are elected by the members other than the Developer of the Condominium, the proceedings of all meetings of members of the Association shall have no effect unless approved in writing by the Board of Directors.

3. Directors.

3.1 Membership. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors, the exact number to be determined at the time of election.

3.2 Election of Directors shall be conducted in the following manner:

A. Election of Directors shall be held at the annual members' meeting.

B. A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

OR 863 PG 2014

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

D. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors.

E. Any Director may be removed by the vote or agreement in writing by a majority of all unit owners at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

F. Limitation. Until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association nor any Directors replacing them nor any Directors named by the Developer shall be subject to removal by members other than the Developer. The first Directors and Directors replacing them may be removed only by the Developer.

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

3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular meetings of the Board of Directors may be held at such time and places as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. A notice of regular meetings shall be posted conspicuously at least 48 hours in advance on the Condominium Property for the attention of members of the Association. All regular meetings of the Board shall be open to the membership, except that meetings of the initial Board of Directors appointed by the Developer shall not be open to the membership, except with the Developer's written consent, unless required by law to be open to the membership.

3.6 Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Notice of a special meeting shall be posted conspicuously at least 48 hours in advance for the attention of members of the Association except in an emergency. All special meetings of the Board shall be open to the membership, except that special meetings of the initial Board of Directors appointed by the Developer shall not be open to the membership, unless required by law to be open to the membership.

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

3.8 A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

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

3.10 Joinder in meeting by written concurrence. A member of the Board of Directors may join by written concurrence in any action taken at a meeting of the Board but such concurrence may not be used for the purposes of creating a quorum.

3.11 The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate the Vice President or one of the other Directors to preside.

3.12 The order of business at Directors' meetings shall be:

- A. Calling of roll.
- B. Proof of due notice of meeting.
- C. Reading and disposal of any unapproved minutes.
- D. Reports of officers and committees.
- E. Election of officers.
- F. Old or unfinished business.
- G. New business.
- H. Adjournment.

3.13 Directors' fees if any, shall be determined by majority vote of the membership.

4. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, the Declaration of Condominium, the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5. Officers.

5.1 The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all the Directors. A person may hold more than one office except that the President may not also be the Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

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

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

5.4 The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President.

5.5 The Assistant Secretary, if one be appointed or elected, shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

5.6 The Treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer.

5.7 The Compensation of all officers and employees of the Association shall be fixed by the Directors. The provision that Directors' fees shall be determined by members shall preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the Condominium.

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

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

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

B. Capital surplus for

(1) Deferred maintenance which shall include funds for maintenance items that occur less frequently than annually.

(2) Replacements, which shall include funds for repair or replacements required because of damage, depreciation or obsolescence.

(3) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

C. Operations, which shall include the gross revenues from the use of the common elements, if any. Only the additional direct expense required by the revenue-producing operating will be charged to this account, and any surplus from that operating shall be used to reduce the assessments for current expense in the year following the year in which the surplus is

realized. Losses from operations shall be met by special assessments against apartment owners, which assessments may be made in advance in order to provide a working fund.

6.2 Budget. The Board of Directors shall adopt a budget for each calendar year. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications including those expenses listed in Section 718.504(20) of the Florida Statutes and shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts according to good accounting practices as follows:

A. Current Expense, the amount for which shall not exceed 115% of the budget for this account for the prior year.

B. Deferred Maintenance, and the amount to be reserved shall be computed by means of a formula which is based upon the estimated life and estimated replacement cost of each reserve item.

C. Replacements, the amount for which shall not exceed 115% of the budget for this account for the prior year.

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

E. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, the amount for which shall not exceed \$10,000.00; provided, however, that in the expenditure of this fund no sum in excess of \$2,500.00 shall be expended for a single item or purpose unless the item or purpose has been approved by the members in the manner required by the Declaration of Condominium.

F. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by members entitled to cast not less than 75% of the votes of the entire membership of the Association.

G. Provided further, as long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of all unit owners.

The owners of units that have been sold by the Developer will be assessed for common expenses at the rate stated in their contracts for purchase of units, and the Developer will be assessed for the amounts by which the common expenses exceed the amounts assessed against the owners of units sold by the Developer. During this period no provisions will be made for betterments or capital surplus.

H. Copies of a proposed budget and proposed assessments shall be delivered or mailed to each member not less than thirty (30) days prior to the meeting of the Board of Directors at which the proposed budget will be considered for adoption, together with a notice of that meeting. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member. Said meeting shall be open to all unit owners. In the event the adopted budget exceeds 115% of the assessments for the preceding year, the Board shall call a special meeting of the unit owners upon:

(1) Written application of 10% of the unit owners to the Board within thirty (30) days after said adoption by the Board;

(2) Notice shall be sent not less than ten (10) days prior to the meeting and held within thirty (30) days of receipt of the petition to the Board requesting the meeting. At the special meeting, unit owners shall

consider and enact a budget, which budget shall be adopted by a vote of not less than 75% of all unit owners. In determining whether assessments exceed 115% of the assessments for the preceding year, the following items shall be excluded: authorized provisions for reasonable reserves for repair or replacement of condominium property, anticipated expenses by the Condominium Association which are not anticipated being accrued on a regular or annual basis, and assessments for betterments to the Condominium Property.

6.3 Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made by the Board of Directors for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. The amount required from each unit owner to meet the annual budget shall be divided into four (4) equal assessments, one of which shall be due on the first day of each calendar quarter of the year for which the assessments are made, or thirty (30) days after the mailing to the unit owners concerned of a statement for the assessment coming due, whichever date shall last occur. If assessments are not made annually as required, quarterly assessments shall be presumed to have been made in the amount of the last prior quarterly assessment, and assessments in this amount shall be due on the first day of each calendar quarter until changed by an amended assessment. In the event a quarterly assessment shall be insufficient in the judgment of the Board of Directors to provide funds for the anticipated current expense for the ensuing quarter and for all of the unpaid operating expenses previously incurred, the Board of Directors shall amend the budget and shall make amended quarterly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as previously required in these By-Laws.

6.4 Assessments for Charges. Charges by the Association against members for other than common expenses shall be payable in advance. Those charges may be collected by assessment in same manner as common expenses, and when circumstances permit, those charges shall be added to the assessments for common expenses. Charges for other than common expenses may be made only after approval of a member, and may include but shall not be limited to charges for the use of Condominium Property when authorized by the Declaration of Condominium, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.

6.5 Assessments for Emergencies. Assessments for common expenses for emergencies that cannot be paid from the annual assessments for common expenses shall be due only after thirty (30) days notice is given to the unit owners concerned and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.6 The Depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.7 An Audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

6.8 Fidelity Bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of those bonds and the sureties shall be determined by the Directors. The premiums on those bonds shall be paid by the Association as a common expense.

7. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

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

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

2) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

a) Not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

b) By not less than 80% of the votes of the entire membership of the Association; or

c) Until a majority of the Directors are elected by members other than the Developer of the Condominium, only by all of the Directors.

3) Provided, however, that no amendment shall discriminate against any member nor against any unit or class or group of units unless the members so affected shall consent thereto in writing. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

4) Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws. Unless otherwise required by law, no amendment to these By-Laws need be recorded in the Public Records of Charlotte County, Florida, in order to become effective.

9. Developer Control of Association. Anything to the contrary notwithstanding the Developer shall designate and control the initial Directors and fill vacancies in the initial Board of Directors. Initial Transfer of control shall take place as follows:

1) When unit owners other than the Developer own 15 percent or more of the units in the condominium (all phases), the unit owners other than the Developer shall be entitled to elect one-third of the members of the Board of Directors of the Association. Unit owners other than the Developer are entitled to elect a majority of the members of the Board of Directors of the Association:

a) Three years after 50 percent of the units (all phases) have been conveyed to the purchasers.

b) Three months after 90 percent of the units (all phases) have been conveyed to the purchasers.

c) When all the units (all phases) 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

d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent of the units ultimately to be operated by the Association.

2) Within 60 days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Administration of the Association, the Association shall call, and give not less than thirty (30) days' or more than forty (40) days' notice of, a meeting of the unit owners to elect the members of the Board of Directors. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

3) If a Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

a) Assessment of the Developer as a unit owner for capital improvements.

b) Any action by the Association that would be detrimental to the sales of units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of units.

4) Prior to, or not more than sixty (60) days after, the time that unit owners other than the Developer elect a majority of the members of the Board of Administration of the Association, and the unit owners shall accept control.

The foregoing were adopted as the By-Laws of LEMON BAY BREEZES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the _____ day of _____, 19____.

OR 863 PG 2021

Secretary

APPROVED:

President

APPENDIX "F"

ESTIMATED OPERATING BUDGET

OR 863 PG 2022

ASSESSMENTS ARE PAYABLE ON THE FIRST DAY OF EACH MONTH, IN ADVANCE. THIS BUDGET IS FOR A PERIOD OF TWELVE (12) MONTHS, COMMENCING THE DATE OF THE FIRST CLOSING OF A UNIT IN PHASE VI AND ENDING ONE (1) YEAR THEREAFTER. DURING SAID ONE YEAR, THE ASSESSMENTS ARE GUARANTEED AT \$80.00 PER MONTH PURSUANT TO SECTION 718.116(8), FLORIDA STATUTES.

ESTIMATED OPERATING BUDGET

LEMON BAY BREEZES CONDOMINIUM

24 Units (Phase I)

	Per unit per month	Per unit per year	All units per month	All units per year
A. Administration of the Association	\$ 2.00	\$ 24.00	\$ 48.00	\$ 576.00
B. Management Fees	14.00	158.00	336.00	4,032.00
C. Maintenance	16.33	196.00	392.00	4,704.00
D. Rent for recreational and other common-use facilities	-0-	-0-	-0-	-0-
E. Taxes upon association property	-0-	-0-	-0-	-0-
F. Taxes upon leased premises	-0-	-0-	-0-	-0-
G. Insurance	3.50	42.00	84.00	1,008.00
H. Security provisions	-0-	-0-	-0-	-0-
I. Other Expenses				
(a) Miscellaneous	21.00	252.00	504.00	6,048.00
(b) Master Asso.	17.67	212.08	424.16	5,089.92
J. Operating capital	-0-	-0-	-0-	-0-
K. Reserves for Capital Expenditures and Deferred Maintenance				
(1) Roof Replacement	1.70	20.40	40.80	489.60
(2) Building Painting	3.20	38.40	76.80	921.60
(3) Pavement Resurfacing	.50	6.00	12.00	144.00
L. Fees payable to the Division	<u>.09</u>	<u>1.12</u>	<u>2.24</u>	<u>26.88</u>
TOTAL:	\$ 80.00	\$ 960.00	\$1,920.00	\$23,040.00

1. Real estate taxes on individual units paid directly by unit owners.
2. Assessments shall be prorated for month of closing, with purchaser charged a prorated share.
3. Assessments are guaranteed by Developer for one (1) year from the date of the first closing.
4. The above Budget includes both the Condominium Association and the Master Association expenses. The sum of \$80.00 per unit per month is allocated by \$17.67 per month as being remitted to the Master Association and \$62.33 per month being Condominium common expense.
5. Reference is made to Section 3(d) of the Declaration of Condominium, Section 11 of the Prospectus and the paragraph of the Purchase Contract entitled "INTERIM MANAGEMENT" which sets forth Developer's guaranty under Florida Statutes 718.116(8).

ESTIMATED OPERATING BUDGET

LEMON BAY BREEZES MASTER ASSOCIATION, INC.

ALLOCATED AS TO 24 UNITS IN LEMON BAY BREEZES CONDOMINIUM PHASE I - 24 UNITS

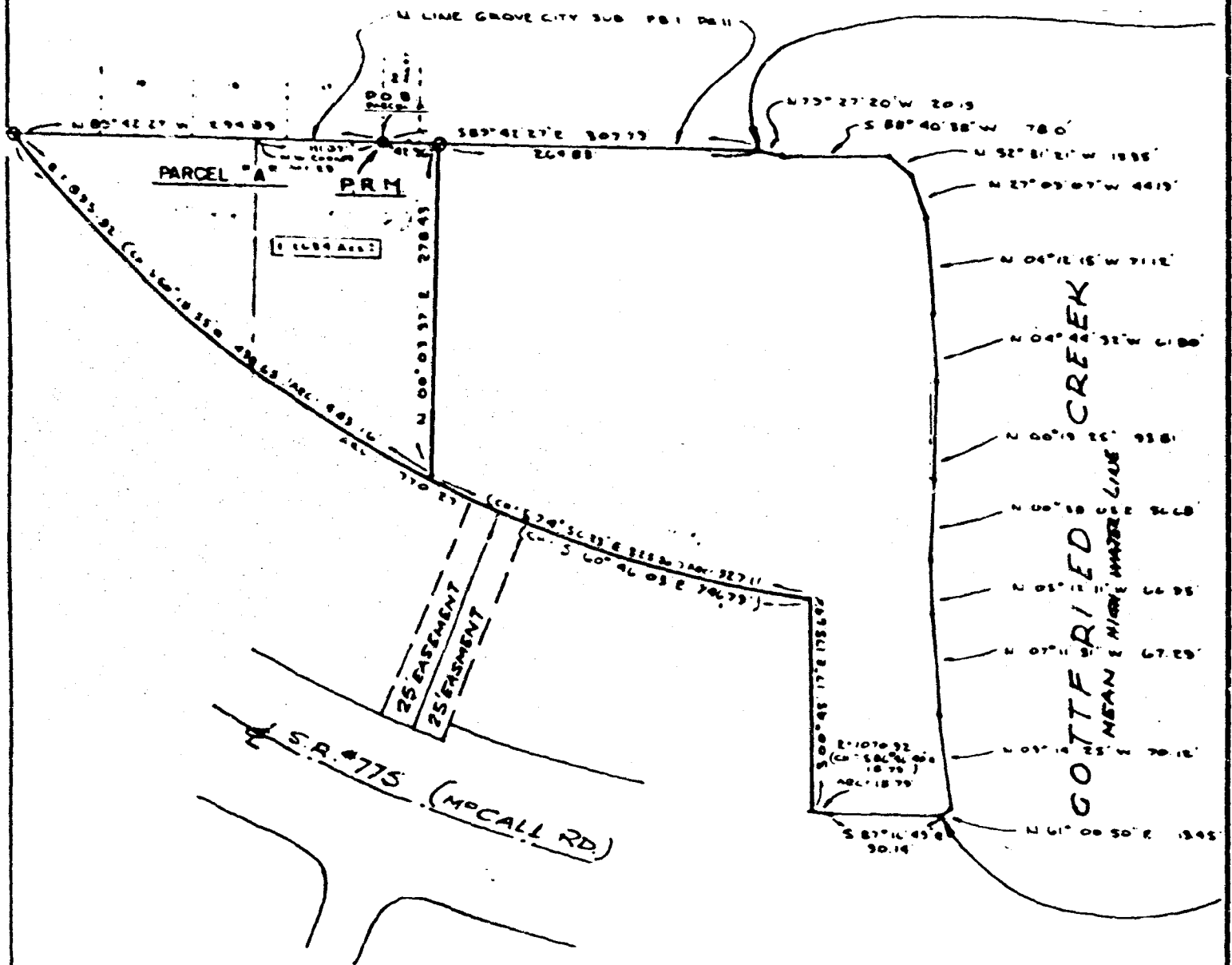
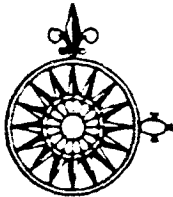
	<u>Per unit per month</u>	<u>Per unit per year</u>	<u>All units per month</u>	<u>All units per year</u>
A. Administration of the Association	\$.50	\$ 6.00	\$ 12.00	\$ 144.00
B. Management Fees	1.00	12.00	24.00	288.00
C. Maintenance	7.00	84.00	168.00	2,016.00
D. Rent for recreational and other common-use facilities	1.42	17.00	34.00	408.00
E. Taxes upon association property	1.00	12.00	24.00	288.00
F. Taxes upon leased premises	-0-	-0-	-0-	-0-
G. Insurance	1.16	14.00	28.00	336.00
H. Security provisions	-0-	-0-	-0-	-0-
I. Other expenses	4.25	51.00	102.00	1,224.00
J. Operating capital	-0-	-0-	-0-	-0-
K. Reserves for Capital Expenditures and Deferred Maintenance				
(1) Roof Replacement	.02	.24	.48	5.76
(2) Building Painting	.12	1.44	2.88	34.56
(3) Pavement Resurfacing	1.20	14.40	28.80	345.60
L. Fees payable to the Division	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
TOTAL:	\$ 17.67	\$ 212.08	\$ 424.16	\$ 5,089.92

OR 863 PG 2024

Lemon Bay Breezes

BOUNDARY.
AND PARCEL 'A'

OR 863 PG 2025



date: Nov 20/84

sheet

scale: N.T.S.

3 of 18



**Lemon
Bay
Breezes**

LEGAL DESCRIPTION. (BOUNDARY AND PARCEL)

Of 4.8541 Acre Parcel of RMF-15 Residential Multi-Family
Zoned Land of the Lemon Bay Breezes Project for Odyssey
Development Corporation in part of Section 6, Township 41
South, Range 20 East, Charlotte County, Florida.

Beginning at the Southeast corner of Lot 17 of the plat of Riverside as recorded in Plat Book 3, Page 14 of the public records of Charlotte County, Florida, said point marked P.R.M. and located on the North line of Lot 29 of Grove City Subdivision of Section 6, Township 41 South, Range 20 East, as recorded in Plat Book 1, Page 11 of the public records of Charlotte County, Florida, said point located 111.07 feet more or less from the Northwest corner of said Lot 29; Thence along part of said North line of Lot 29 and part of the North line of Lot 34 of said Plat and also along the South line of the plat of Riverside, (with all bearings referenced to the center line bearings as shown on the S.R. 775 plans) N 89°42'27" W 294.89 feet, thence on a circular curve in a Southeasterly direction (radius equals 895.92 feet, long chord bears S 60°46'03" E 746.79 feet) a distance of 770.27 feet, thence S 00°45'17" E 175.64 feet to a point of curvature along the North right-of-way line of S.R. 775, thence on a curve to the left along said right-of-way line in a Southeasterly direction (radius equals 1070.92 feet, long chord bears S 86°46'40" E 18.79 feet) a distance of 18.79 feet, thence S 87°16'49" E along said right-of-way line 90.14 feet to the mean high water line of Gottfried Creek (said mean high water line on file with the Florida Department of Natural Resources), thence on the following twelve (12) courses and distances along said mean high water line of Gottfried Creek:

N 61°00'50" E 13.45 feet, and
N 09°14'25" W 70.12 feet, and
N 07°11'31" W 67.29 feet, and
N 05°12'11" W 66.95 feet, and
N 00°38'05" E 36.68 feet, and
N 00°19'25" E 93.81 feet, and
N 04°44'32" W 61.80 feet, and
N 04°12'15" W 71.12 feet, and
N 27°09'07" W 44.19 feet, and
N 52°31'21" W 15.35 feet, and
S 88°40'38" W 84.77 feet, and
N 79°27'20" W 20.19 feet, to a

point on the North line of said Lot 29 of Grove City Subdivision, thence N 89°42'27" W along said North line 307.79 feet to the point of beginning and containing 4.8541 acres more or less.

PARCEL A LEGAL DESCRIPTION

Of 1.2634 Acre Parcel of RMF-15 Residential Multi-Family
Zoned Land of the Lemon Bay Breezes Project for Odyssey
Development Corporation in part of Section 6, Township 41
South, Range 20 East, Charlotte County, Florida.

Beginning at the Southeast corner of Lot 17 of the plat of Riverside as recorded in Plat Book 3, Page 14, of the public records of Charlotte County, Florida, said point marked P.R.M. and located on the North line of Lot 29 of Grove City Subdivision of Section 6, Township 41 South, Range 20 East, as recorded in Plat Book 1, Page 11 of the public records of Charlotte County, Florida, said point located 111.07 feet more or less from the Northwest corner of said Lot 29; Thence along part of said North line of Lot 29 and part of the North line of Lot 34 of said Plat and also along the South line of the plat of Riverside, (with all bearings referenced to the center line bearings as shown on the S.R. 775 plans) N 89°42'27" W 294.89 feet, thence on a circular curve in a Southeasterly direction (radius equals 895.92 feet, long chord bears S 50°18'35" E 438.65 feet) a distance of 443.16 feet, thence N 00°03'37" E 278.43 feet to a point on the North line of said Lot 29 of Grove City Subdivision, thence N 89°42'27" W along said North line 42.96 feet to the point of beginning and containing 55031.8 square feet or 1.2634 acres more or less.

Dated: 11-15-84


Roy J. Russell
Florida Professional Land Surveyor #3863

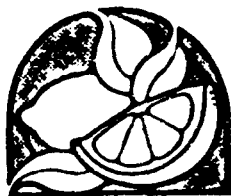
OR 863 PG 2026

date: Nov. 20, 1984

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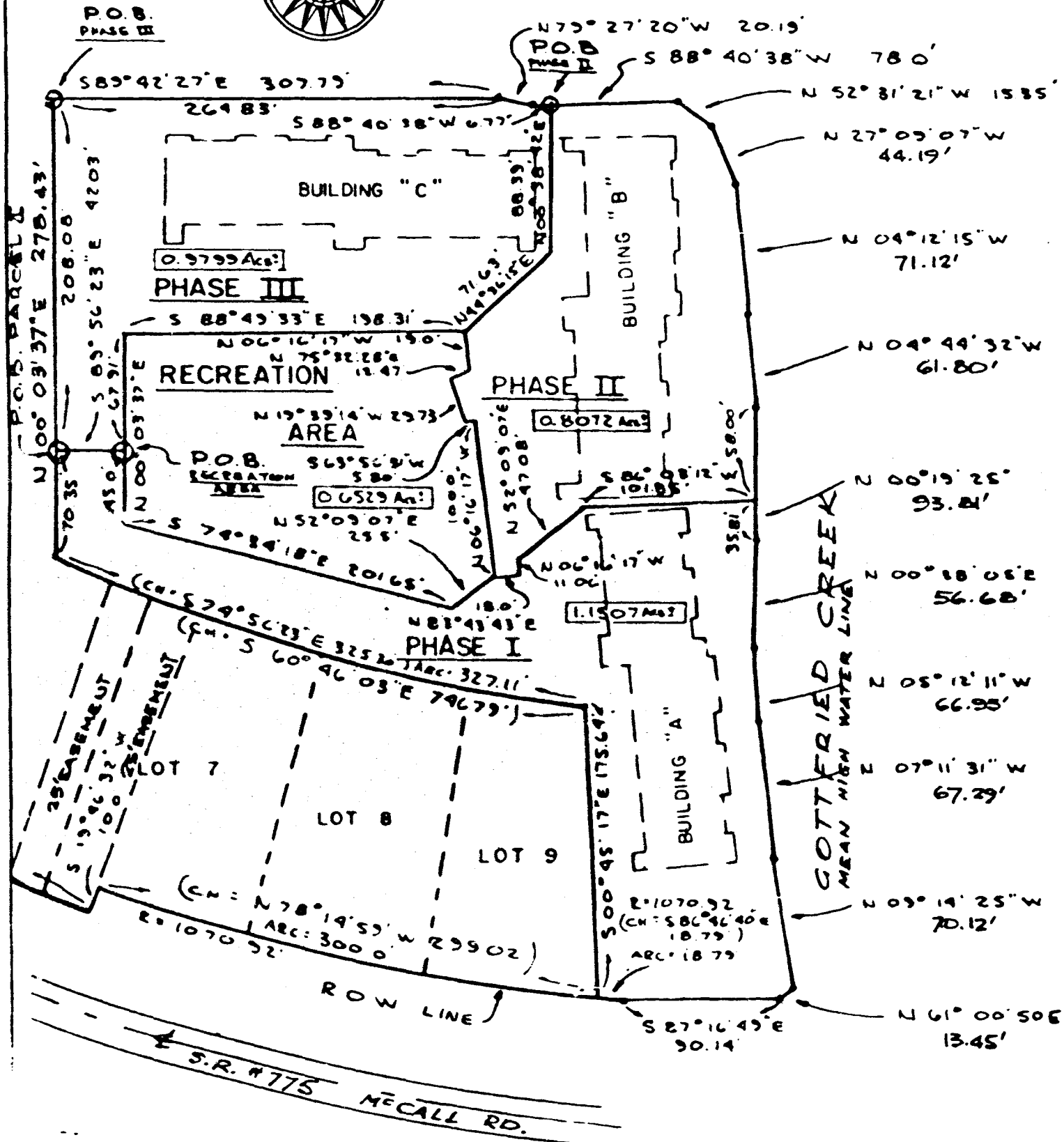
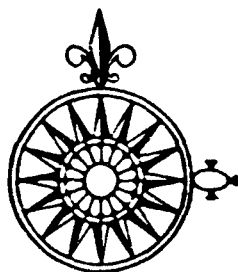
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Lemon
Bay
Breezes

PHASES.

OR 863 PG 2027



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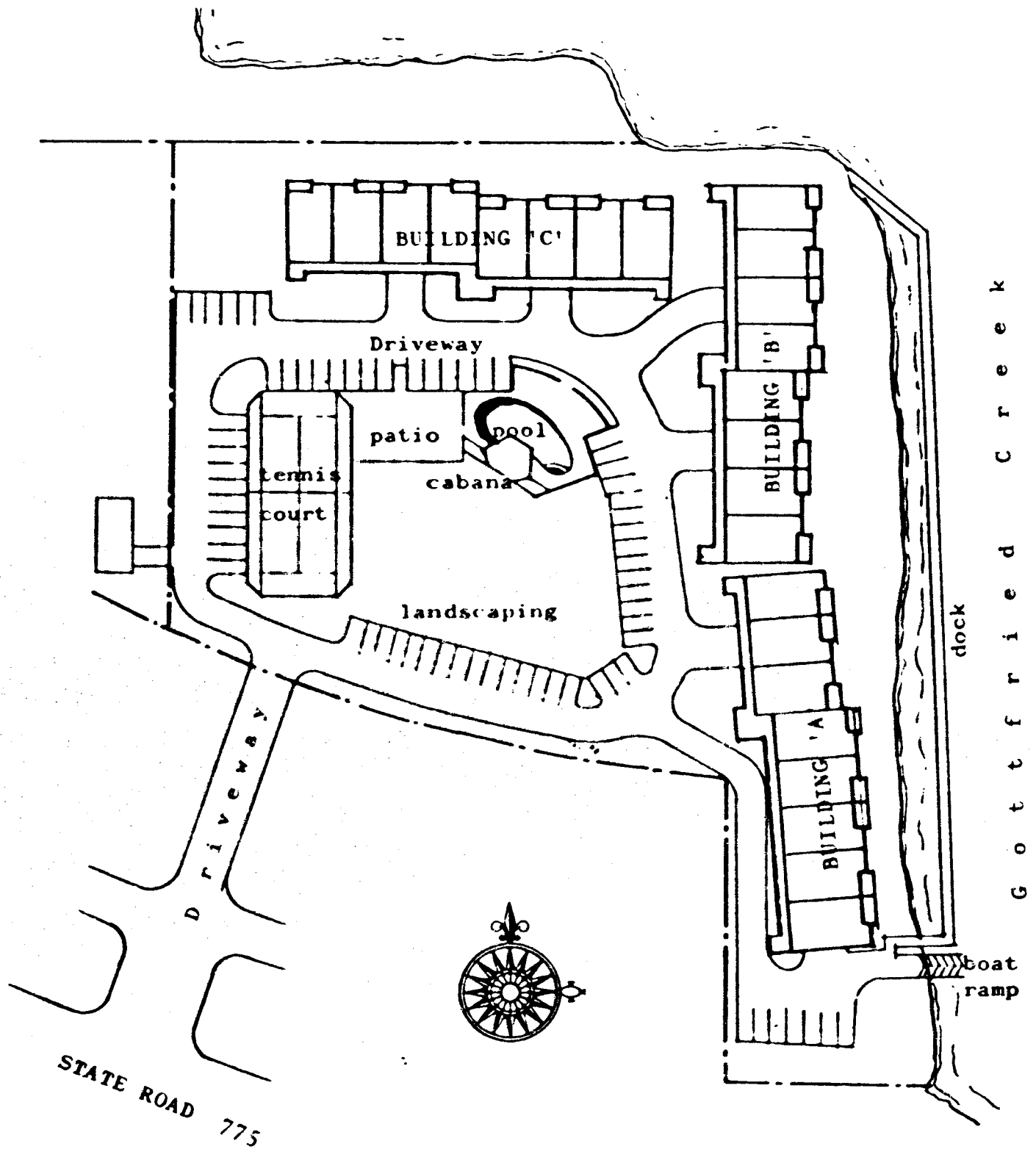
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Lemon
Bay
Breezes

• SITE PLAN.

OR 863 PG 2028



date: Nov. 20, 1984

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scale: 1" = 80'

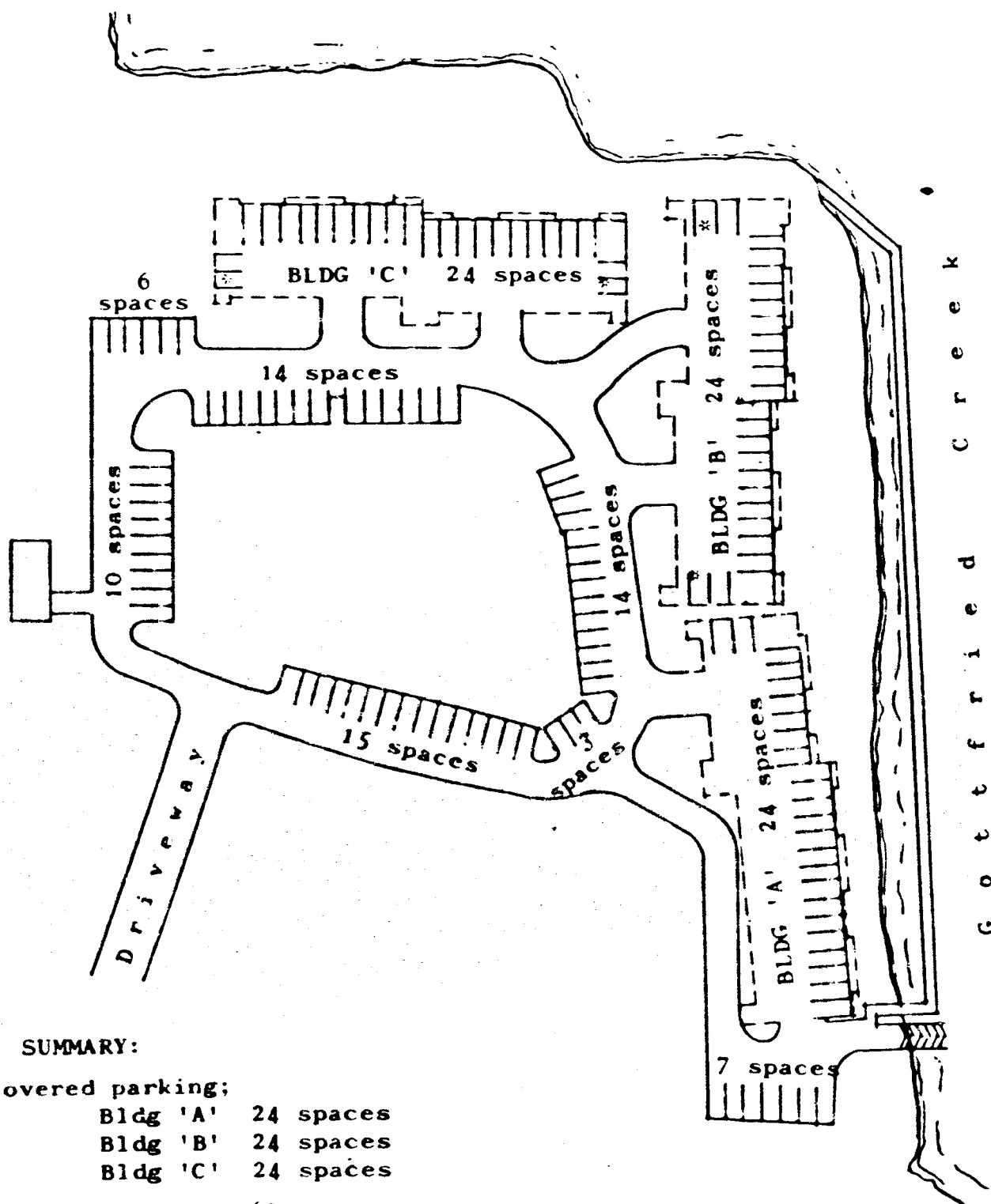
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**Lemon
Bay
Breezes**

PARKING SPACES.

OR 863 PG 2029



SUMMARY:

Covered parking;

Bldg 'A' 24 spaces
Bldg 'B' 24 spaces
Bldg 'C' 24 spaces

Open parking - 69 spaces

Total 141 spaces

* Handicap Space 12'X 18'

date: Nov. 20, 1984

sheet

scale: 1" = 80'

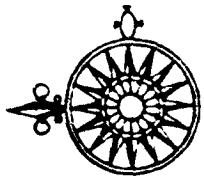
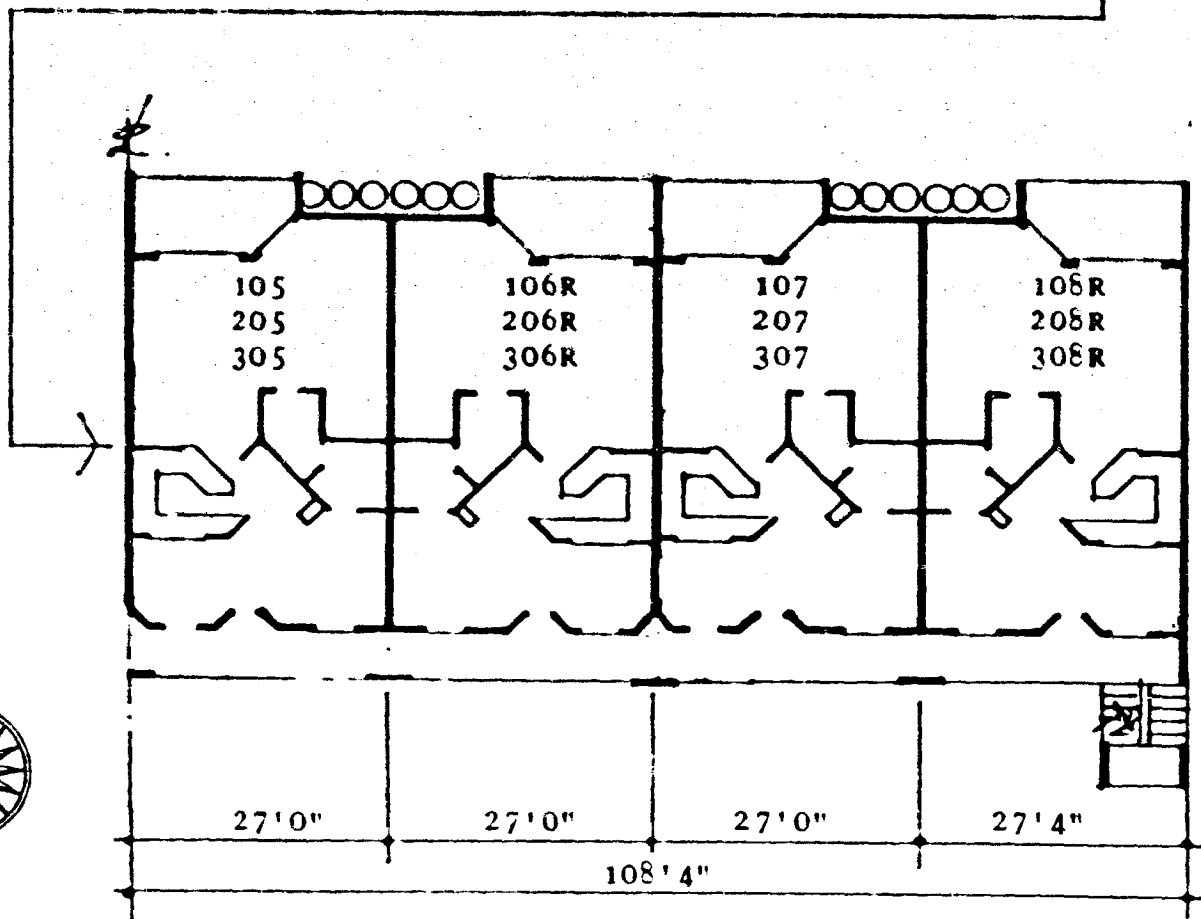
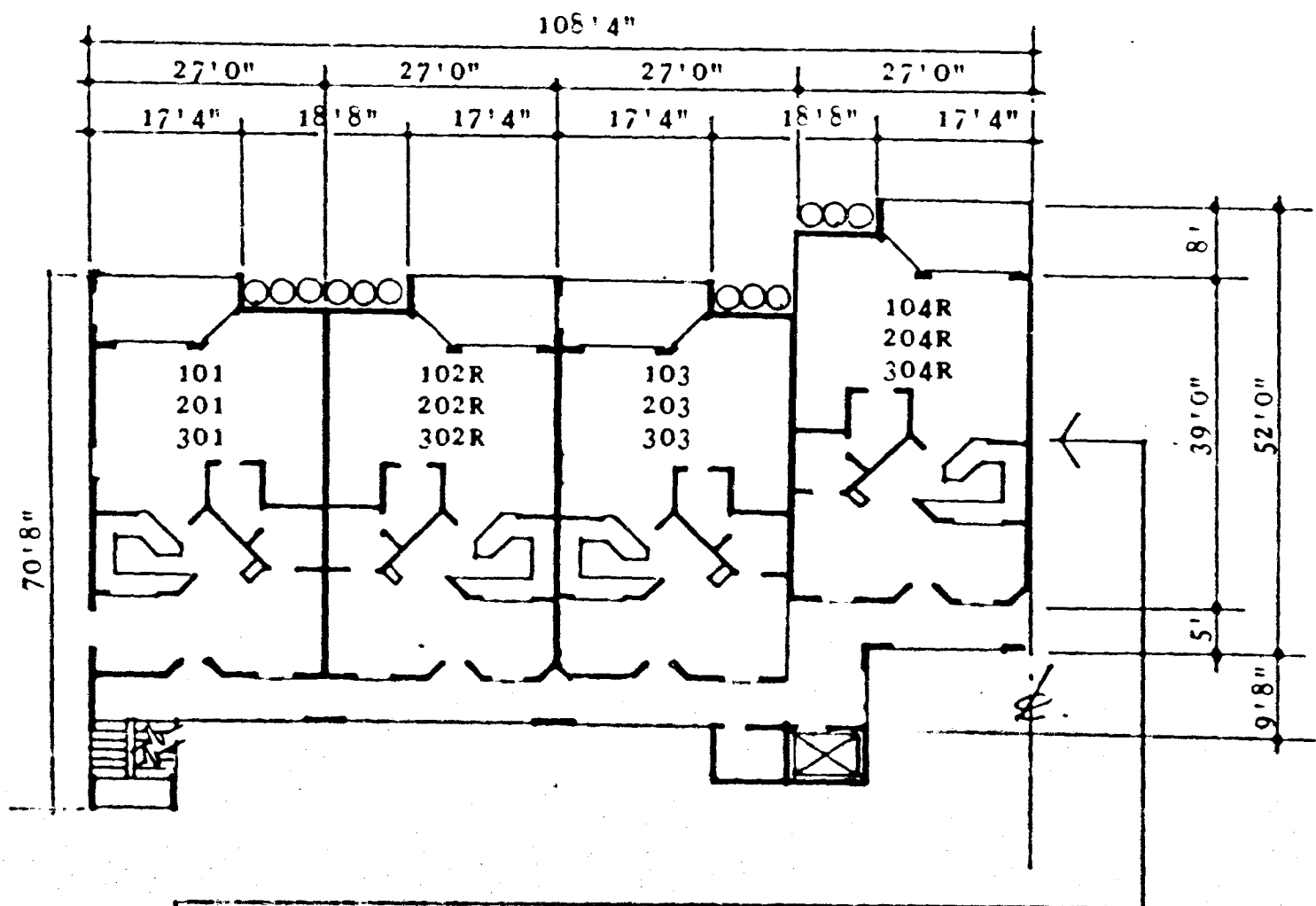
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Lemon
Bay
Breezes

FLOOR PLAN BLDG 'A'

OR 863 PG 2030



date: Nov. 20, 1984

sheet

scale: 1" = 20'

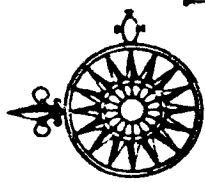
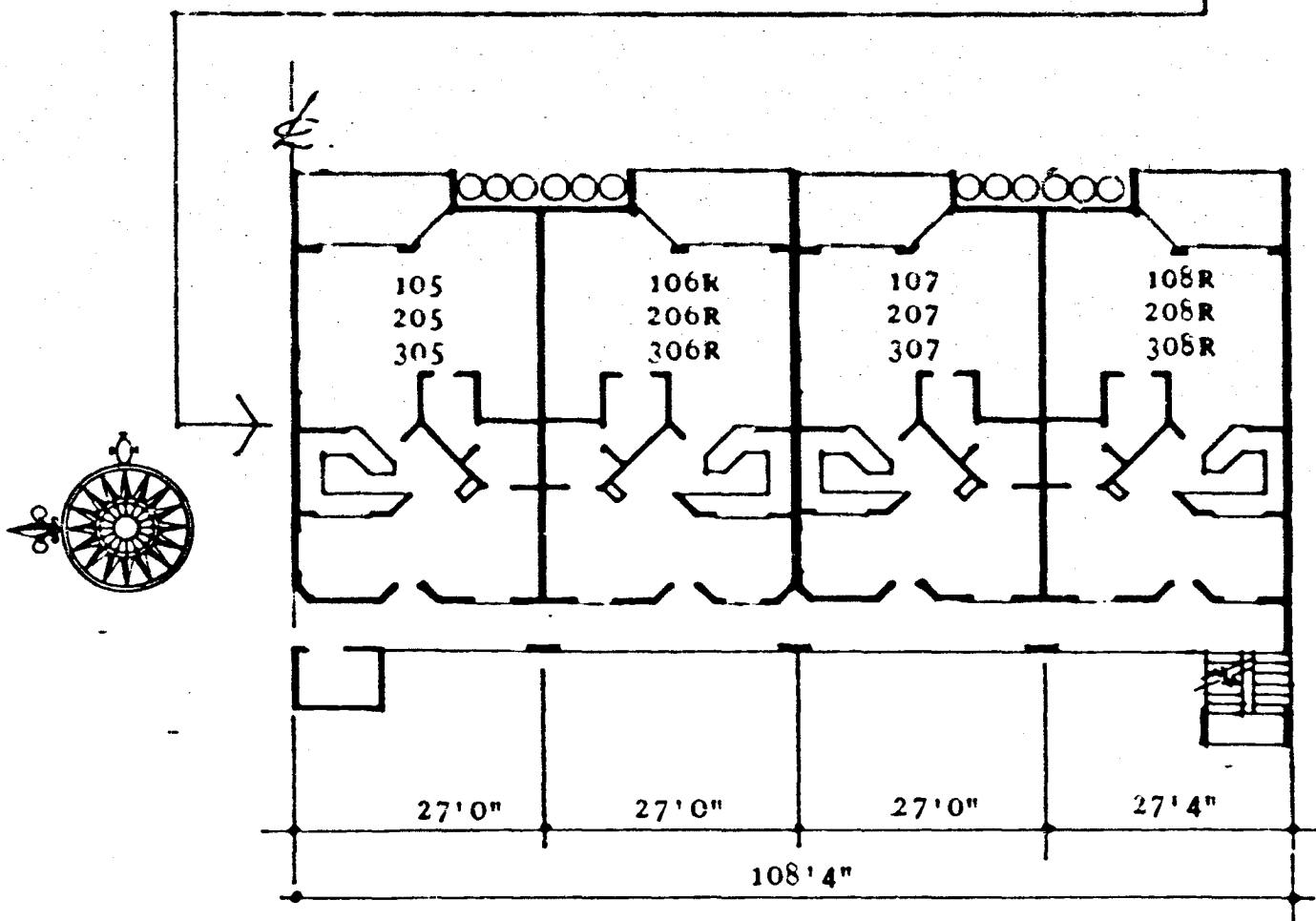
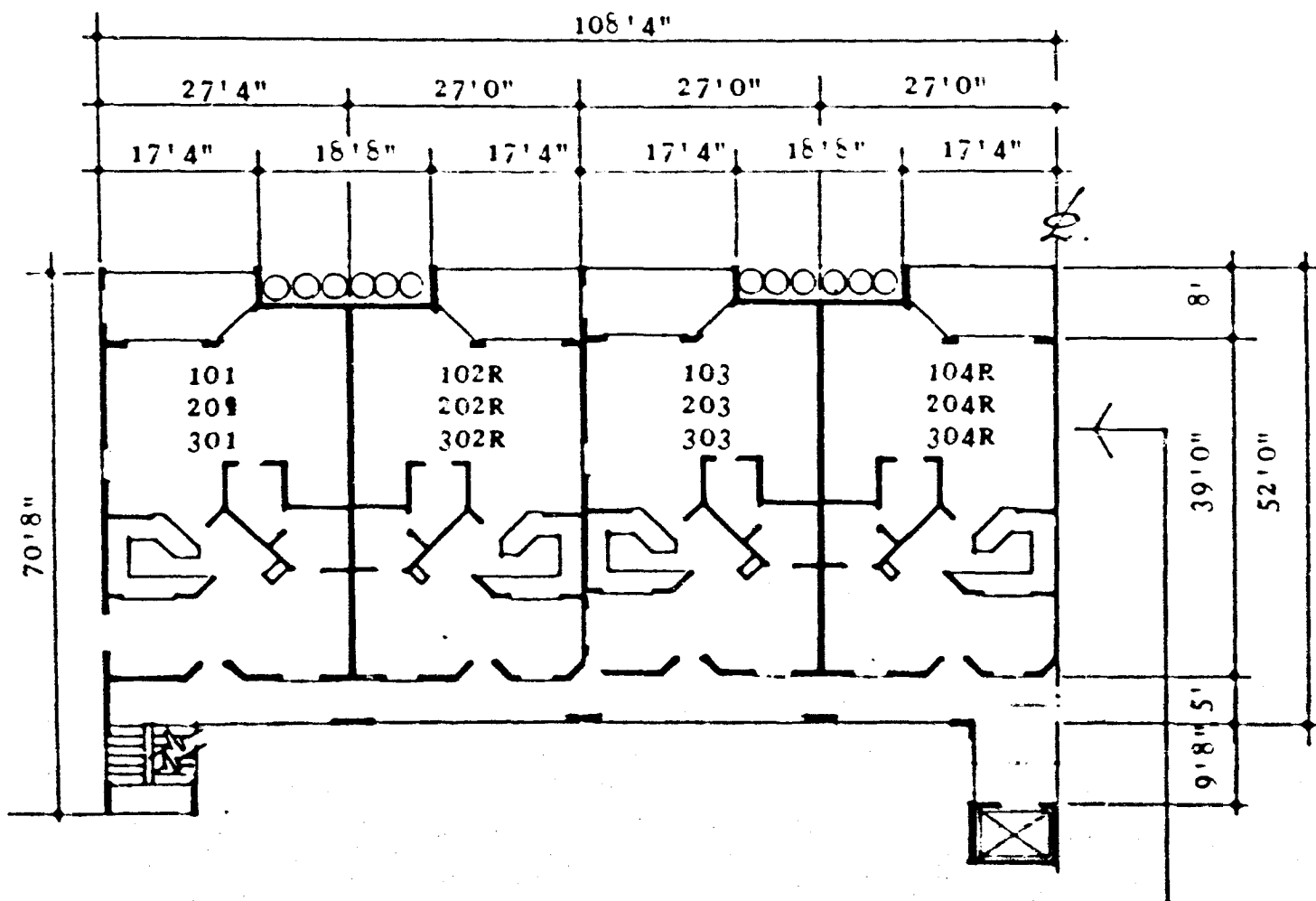
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Lemon
Bay
Breezes

FLOOR PLAN BUILDING 'B'

OR 863 PG 2031



date: Nov. 20, 1984

sheet

scale: 1" = 20'

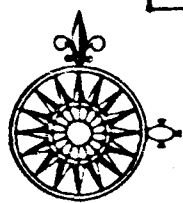
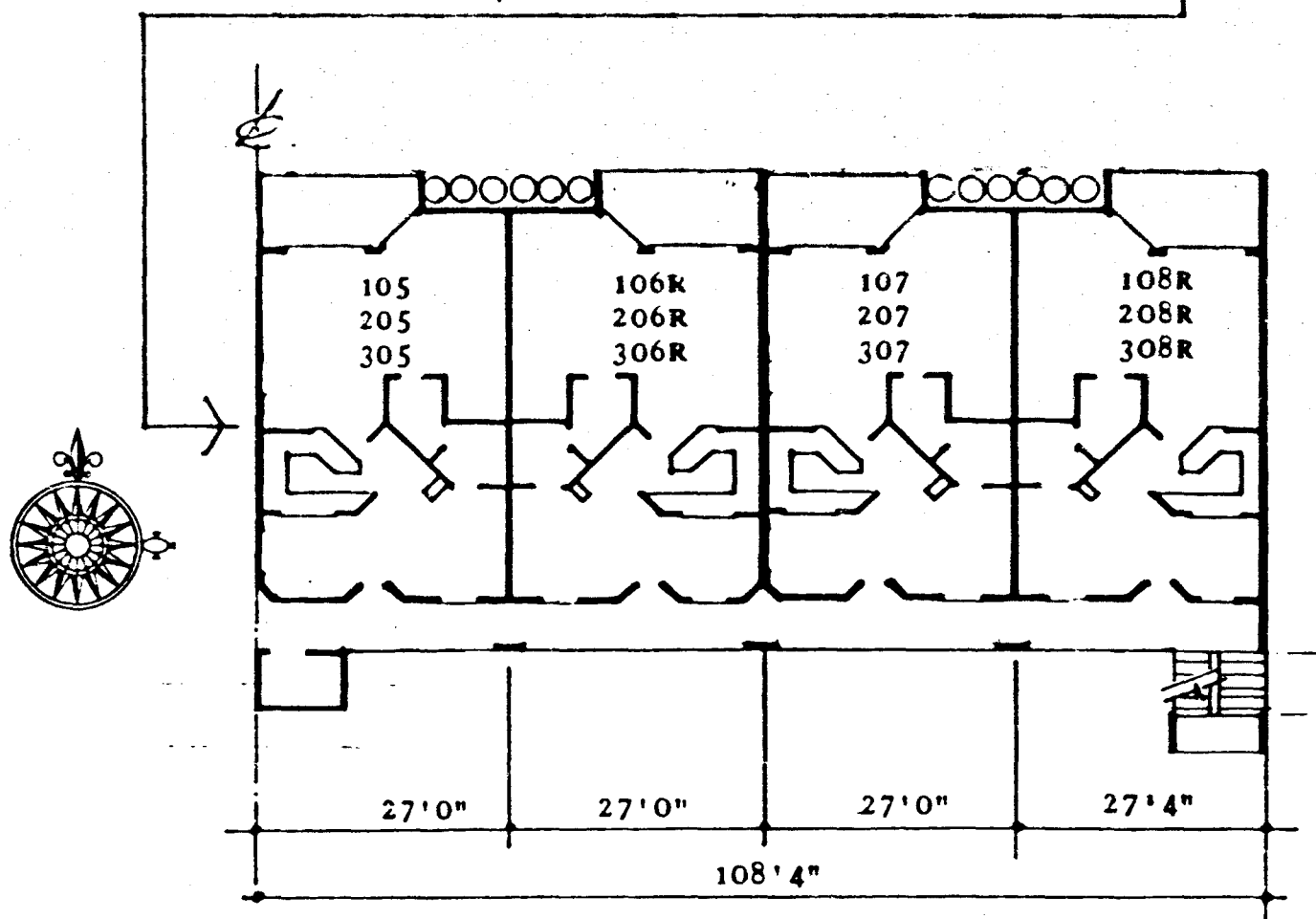
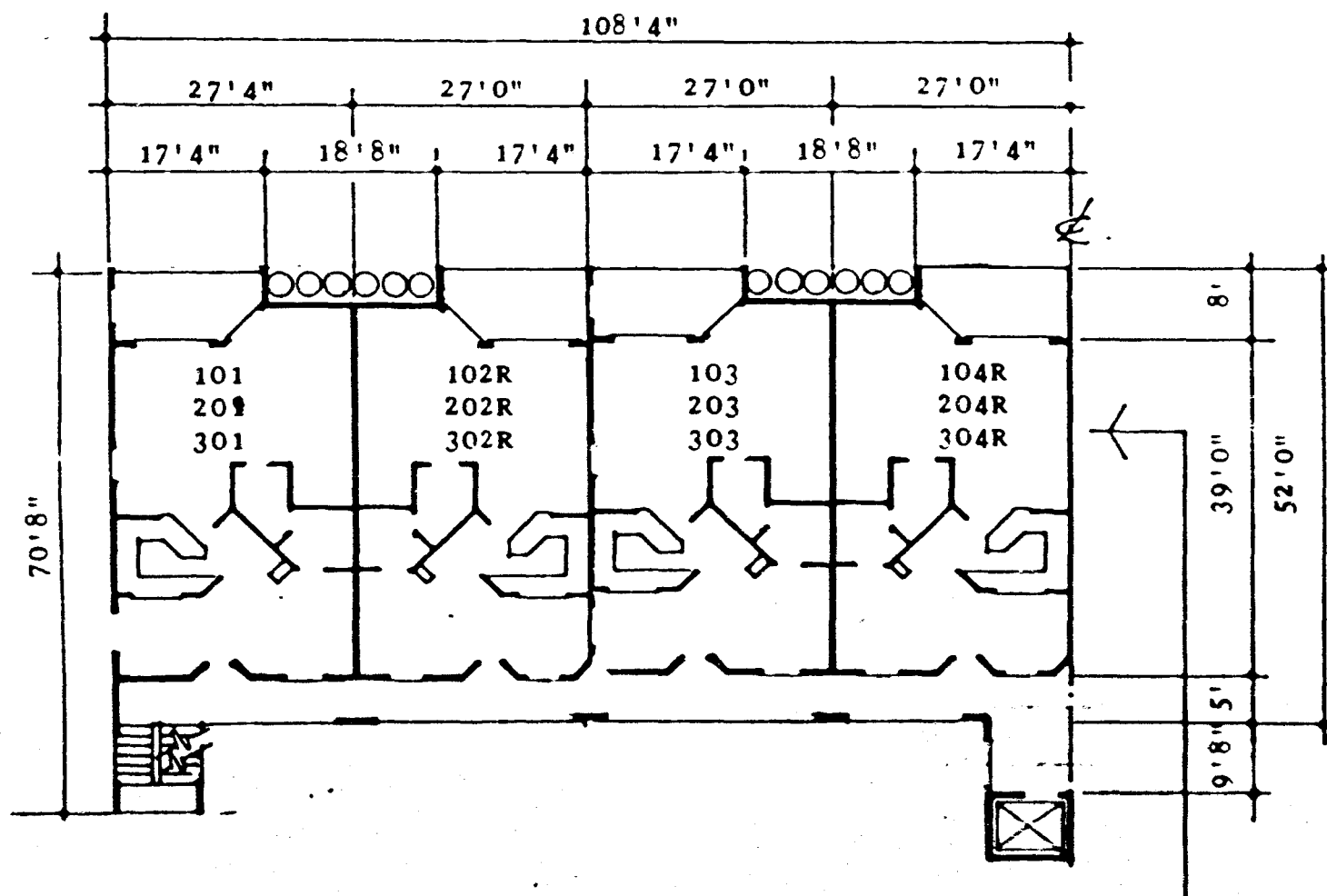
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Lemon
Bay
Breezes

FLOOR PLAN BUILDING 'C'

OR 863 PG 2032



date: Nov. 20, 1984

sheet

scale: 1" = 20'

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