

66
265.00 rec.

DECLARATION OF RESTRICTIONS

1

PREPARED BY:
MICHAEL M. LISTICK, ESQ.
LISTICK & STEINER, P.A.
616 E ATLANTIC AVE
DELRAY BEACH, FLA. 33444

OR 863 PG 1897

WHEREAS, the undersigned, ODYSSEY DEVELOPMENT CORPORATION, a Delaware corporation, d/b/a ODYSSEY DEVELOPMENT CORPORATION OF FLORIDA (called "Developer"), is the owner of those certain lands described on Exhibit "A" attached hereto, which land is platted or about to be platted into two subdivisions known as LEMON BAY BREEZES SUBDIVISION (called the "Residential Subdivision") and LEMON BAY COMMERCIAL SUBDIVISION (called "Commercial Subdivision"); and

WHEREAS, the Commercial Subdivision consists of nine commercial lots, easements and appurtenants and the Residential Subdivision consists of sewage treatment facilities, water retention area, drainfield, multi-family residential areas, tracts reserved for recreational purposes, site drainage facilities, boat dockage, driveways and/or streets for ingress and egress and appurtenances. The result of the foregoing two platted subdivisions is a complex to accommodate both residential and commercial development; and

WHEREAS, it is desired to set forth assurances that the various facilities will be operated and maintained for the benefit of those owners and occupants of both the Residential and Commercial Subdivisions and/or as intended by Developer.

NOW THEREFORE, ODYSSEY DEVELOPMENT CORPORATION, a Delaware corporation, d/b/a ODYSSEY DEVELOPMENT CORPORATION OF FLORIDA, the owner of all lands described on Exhibit "A" (both the Residential Subdivision and the Commercial Subdivision), does hereby set forth covenants, reservations and servitudes to be applicable to and impressed upon said lands as set forth hereinbelow:

1. Lots 1 through 9 (inclusive) shown as Exhibit (called "Commercial Lots") are recognized to be available for commercial use. Said lots shall have the right to benefit of the "Retention Area", "Site Drainage System" and "Ingress and

7508 7-11-98

RECORD VERIFIED - Barbara T. Scott, Clerk

BY

PATTI MITCHELL, D.C.

Egress Road", and "Screening Buffer" located adjacent to Commercial Lots in Residential Subdivision (called "Nonexclusive Facilities"). In addition, said Commercial Lots shall have the right to connect into any Sewage Treatment Facilities, if any, installed on the Sewage Treatment Parcel shown on Exhibit "A".

2. The Residential Subdivision shall be limited to not more than seventy-three (73) residential units and appurtenances. All residential units shall have the right to benefit of the facilities described in paragraph 1 above, in common with the Commercial Lot owners and in addition the residential units shall have exclusive right to the use and benefit of the following facilities: (a) pool, tennis court and cabana, if constructed, (b) boat dockage, if any, (c) loop road serving only the Residential Subdivision (called "Exclusive Facilities").

3. The "Sewage Treatment Facilities" shall include any sewage treatment plant, lift station, pumping stations and mainlines to the point of connection to the line that serves the Subdivision as a whole, but the individual hook-ups and connections that serve a particular building or lot are not, for purposes of this Agreement, deemed part of the system as a whole. The "Site Drainage System" shall mean the entire drainage facility and all lines located in both the Residential Subdivision and the Commercial Subdivision. The "Ingress and and Egress Road" shall be the street and/or road which is located on or between Commercial Lots 6 and 7 from State Road 775, to the northern boundary of Lots 6 and 7 as shown on the plat of the Commercial Subdivision.

4. The Commercial Lots shall be responsible to pay one-third (1/3) of the cost of operation, maintenance, repair, replacement and upkeep, etc., of the Nonexclusive Facilities. Each of the Commercial Lots, which are being used or occupied or which have a completed structure or improvement thereon, shall be responsible to pay an equal share of said one-third (1/3) allocated to the Commercial Lots. Vacant Commercial Lots shall not be charged. Anything to the contrary notwithstanding, the charges for use of the Sewage Treatment Facilities and hook-up or connection shall be based on usual utility rate criteria from time to time.

5. The residential units shall be responsible to pay two-thirds (2/3) of the cost of operation, maintenance, repair, replacement, upkeep, etc., of the Nonexclusive Facilities and the entire cost as to the Exclusive

Facilities. Each residential unit which has been constructed and for which a Certificate of Occupancy has been issued shall be responsible for an equal share of the costs allocated to residential units. Unconstructed residential units shall not be charged. Anything to the contrary notwithstanding, the charges for use of the Sewage Treatment Facilities and hook-up or connection shall be based on usual utility rate criteria from time to time.

6. Anything to the contrary notwithstanding, until there are at least thirty-six (36) residential units completed, Developer will be responsible to pay one-half (1/2) of the share of costs allocated to the completed residential units. Further, anything to the contrary notwithstanding, until there are at least six (6) Commercial Lots which are being used, occupied or which have a completed structure or improvement thereon, the responsibility of a Commercial Lot shall not exceed three times the amount allocated to a constructed residential unit.

7. The parcel designated as the Sewer Treatment Parcel or "Parcel A" on the Plat of the Residential Subdivision is initially intended to be the location of a sewer treatment plant which will provide Sewage Treatment Facilities for both the Commercial Subdivision and the Residential Subdivision and possibly other properties in the area. For so long as said Sewage Treatment Facilities are required by either the Commercial Subdivision or the Residential Subdivision, Developer hereby dedicates and restricts said Parcel A to be used as a site for Sewage Treatment Facilities. Parcel A shall eventually be conveyed to the Master Association subject to Developer's retention of the ownership of the Sewage Treatment Facilities constructed or placed upon Parcel A. Developer retains the right to demand a simultaneous lease back to Developer (or designee) by the Master Association, for nominal rental, so that Developer or its designee or successor shall have the right and authority to operate the Sewage Treatment Facilities for the benefit of the Commercial Lots, the residential lots in the Residential Subdivision and others. Developer (or its successor or designee) shall retain the right to convey the Sewage Treatment Facilities to the Master Association at a future time (at Developer's discretion). In no event shall Parcel A be used as residential lots or Commercial Lots (i.e., no residential units or commercial buildings constructed) without the

approval of a majority of the members of the Master Association (other than Developer), the consent of the County of Charlotte, Florida, and the consent of the Englewood Water District, if it is within its jurisdiction. At such time as Parcel A is no longer required to be used for sewage treatment purposes to provide sewage treatment to the Residential Subdivision or the Commercial Subdivision or other properties using said facilities, the restriction of use of Parcel A as a Sewage Treatment Facility site set forth in this paragraph shall cease, however, the requirement which prohibits construction of residential units or commercial buildings without consent of the County of Charlotte, Florida, and the Master Association shall survive.

8. Developer agrees that before each residential unit may be occupied, arrangements shall be made which shall impose upon the owner of said residential unit an obligation to pay owner's prorata share of the costs described herein.

9. If, as and when Developer shall develop projects in the Subdivision consisting of multi-family units, condominiums or townhouse-type units, Developer shall create an Association for unit owners for each such project, which Association shall collect from the property owners in that project each unit's share of costs as a common expense. All residential unit owners and Commercial Lot owners shall be subject to obligations to pay assessments at least annually, and subject to liens arising from delinquency, which shall include interest, court costs, and reasonable attorney's fees.

10. The foregoing covenants shall be deemed covenants running with all of the land in the Subdivision and shall be binding on all persons claiming ownership or use of any unit or lot until December 31, 2030, after which time they shall automatically be extended for periods of ten (10) years unless terminated by an amendment hereto.

11. These covenants may be amended with the consent of the owners of a majority of the Commercial Lots and a majority of the owners of completed residential units in the Residential

Subdivision, provided: (a) as to a lot or unit (or lots or units) that are subject to multiple ownership, a majority of the ownership as to said lot(s) or unit(s) shall determine if consent shall be given as to said lot(s) or unit(s); (b) as to a multi-family project such as a condominium or townhouse association, the majority vote of the owners in that association shall determine if consent shall be given as to lot(s) or unit(s) within said project; (c) no amendment may be made without the consent of Developer so long as Developer (or its assigns) shall own any portion of the property described on Exhibit "A"; (d) no amendment shall be made without the written consent of a majority of institutional-type lenders holding mortgages in the Subdivision and the majority of institutional-type lenders holding mortgages in any particular condominium or townhouse-type project in the Subdivision; and (f) no amendment shall be made without the written consent of any holder of a mortgage in the Subdivision which mortgage was given by Developer.

12. An easement not wider than ten (10) feet in width is hereby granted and created upon the Residential Subdivision along the boundary line separating the Residential Subdivision from the Commercial Subdivision and upon Commercial Lots 6 and 7 along the pavement of the ingress-egress road located at the boundary of said Lots. Said easement, called "Screening Buffer", shall not interfere with ingress and egress to the Residential Subdivision. The Master Association described herein shall be authorized to grant easements to Florida Power and Light Company, General Telephone Company and other utility companies so long as no such easement shall result in an unreasonable interference with residential owners' activities. Further, attached as Exhibit "F" is a drawing showing certain easements in favor of G.T.E., F.P.&L., and Englewood Water District and the Master Association.

13. A "Master Association" shall be established to administer the maintenance of both the Exclusive Facilities and the Nonexclusive Facilities in the Subdivision so that each condominium association for each project within the Subdivision

shall collect assessments for the maintenance of the above-mentioned facilities from its members and remit same to the "Master Association". Attached hereto as Exhibits "B" and "C", respectively, are copies of the proposed Articles of Incorporation and By-Laws of Lemon Bay Breezes Master Association, Inc. If all of the condominiums in the Subdivision are under one condominium association, then these restrictions may be amended so that said condominium association takes control of the Exclusive Facilities. Further, as stated in Paragraph 7 above, the Master Association shall, at Developer's option, accept responsibility for ownership or operation of the Sewage Treatment Facilities or Parcel A, if any.

14. Where the mortgagee of a first mortgage of record or other purchaser of a lot or unit ((or a portion of a lot or unit) obtains title to said lot or unit ((or portion) as a result of the foreclosure of its mortgage or as a result of a conveyance in lieu of foreclosure of the mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of assessments for the maintenance of the above-mentioned facilities pertaining to such lot or unit chargeable to the former owner of such property which become due prior to acquisition of title in the manner above provided. Such unpaid share shall be deemed to be common expenses collectable from the other owners in the condominium or owner's association, if such lot or unit is part of an association (and if not part of an association, then a common expense of the entire Subdivision).

15. Attached hereto as Exhibit "D" are Easement Agreements which are applicable only to the parking, pedestrian and driveway areas used exclusively by the Commercial Lots.

16. The waterways to the rear of the Residential Subdivision may include boat docks. To the extent available the Boat Dockage shall be used only by occupants and/or owners of the residential units in the Residential Subdivision. The Master Association shall have the right to assign dockage space and to set fees, rental, rules and regulations for the use of Boat Dockage facilities.

It is acknowledged that submerged lands which may be utilized for boat dockage and navigation may be subject to a Sovereignty Submerged Land Lease pursuant to action of the Board of Trustees of the Internal Improvement Trust Fund, which includes restrictions and an annual lease fee to the State of Florida. A copy of said lease is attached hereto as Exhibit "E".

17. The Master Association may (with the approval of a majority of Commercial Lot owners) establish executive committees to operate any aspect of the Exclusive Facilities in which the Commercial Lots have no right to use or may delegate those activities to a committee of residential unit owners or their designee.

18. In no event shall any activity of the Master Association unreasonably interfere with the opportunity of the Commercial Lot owners to conduct lawful business on the Commercial Lots.

IN WITNESS WHEREOF, the DEVELOPER has executed this Declaration of Restrictions this 10th day of March, 1986

WITNESSES:

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

Nancy E. Seeg
Shirley Price

By: M.R. Gagne
M.R. Gagne, President
Attest: [Signature]
Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

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. Y. Robichaud, 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 10 day of March, 1986.



Nancy E. Seeg
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 23, 1989
BONDED THRU GENERAL INS. UND.

The undersigned, OHIO FINANCIAL SERVICE CORPORATION ("Mortgagee") the owner and holder of a mortgage from ODYSSEY DEVELOPMENT CORPORATION, a Delaware corporation d/b/a ODYSSEY DEVELOPMENT CORPORATION OF FLORIDA, dated October 3, 1985, recorded October 25, 1985, in Official Records Book 838, Page 58 of the Public Records of Charlotte County, Florida, hereby joins in the Declaration of Restrictions of LEMON BAY BREEZES SUBDIVISION and LEMON BAY BREEZES COMMERCIAL SUBDIVISION, 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 Frances
Sandra Barker

By:

Attest:

Lawrence P. Miller
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. Barker
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 30, 1988

JOINDER OF MORTGAGEE

OR 863 PG 1905

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 Restrictions of LEMON BAY BREEZES SUBDIVISION and LEMON BAY BREEZES COMMERCIAL SUBDIVISION, 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 Barber

By:

Attest:

Lawrence P. Miller
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 23, 1983

JOINDER OF MORTGAGEE

OR 863 PG 1906

The undersigned, NPS MORTGAGE CORPORATION ("Mortgagee") the owner and holder of a mortgage from ODYSSEY DEVELOPMENT CORPORATION, a Delaware corporation d/b/a ODYSSEY DEVELOPMENT CORPORATION OF FLORIDA, dated September 23, 1983, recorded October 5, 1983 in Official Records Book 746, Page 951 of the Public Records of Charlotte County, Florida, hereby joins in the Declaration of Restrictions of LEMON BAY BREEZES SUBDIVISION and LEMON BAY BREEZES COMMERCIAL SUBDIVISION, Charlotte County, Florida.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 14th day of April, 1986.

WITNESSES:

NPS MORTGAGE CORPORATION,
a Florida corporation

Shirine Smith
Ken C. Shepard

By: Thomas E. Finlay
THOMAS E. FINLAY, VICE PRESIDENT

Attest: Sue E. MacAlister
SUE E. MAC ALISTER, CORP. SEC.

COUNTY OF Collier)
STATE OF FLORIDA)

BEFORE ME, a Notary Public in the County and State aforesaid, duly authorized to take acknowledgments, personally appeared THOMAS E. FINLAY, as VICE PRESIDENT and SUE E. MAC ALISTER, as CORPORATE SECRETARY of NPS MORTGAGE CORPORATION, a Florida corporation, to me known to be the persons described in and who executed the foregoing Joinder of Mortgage, 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 24th day of APRIL, 1986.

Shirine Mary Smith
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. 300 23, 1990
BONDED THRU GENERAL INS. CO.

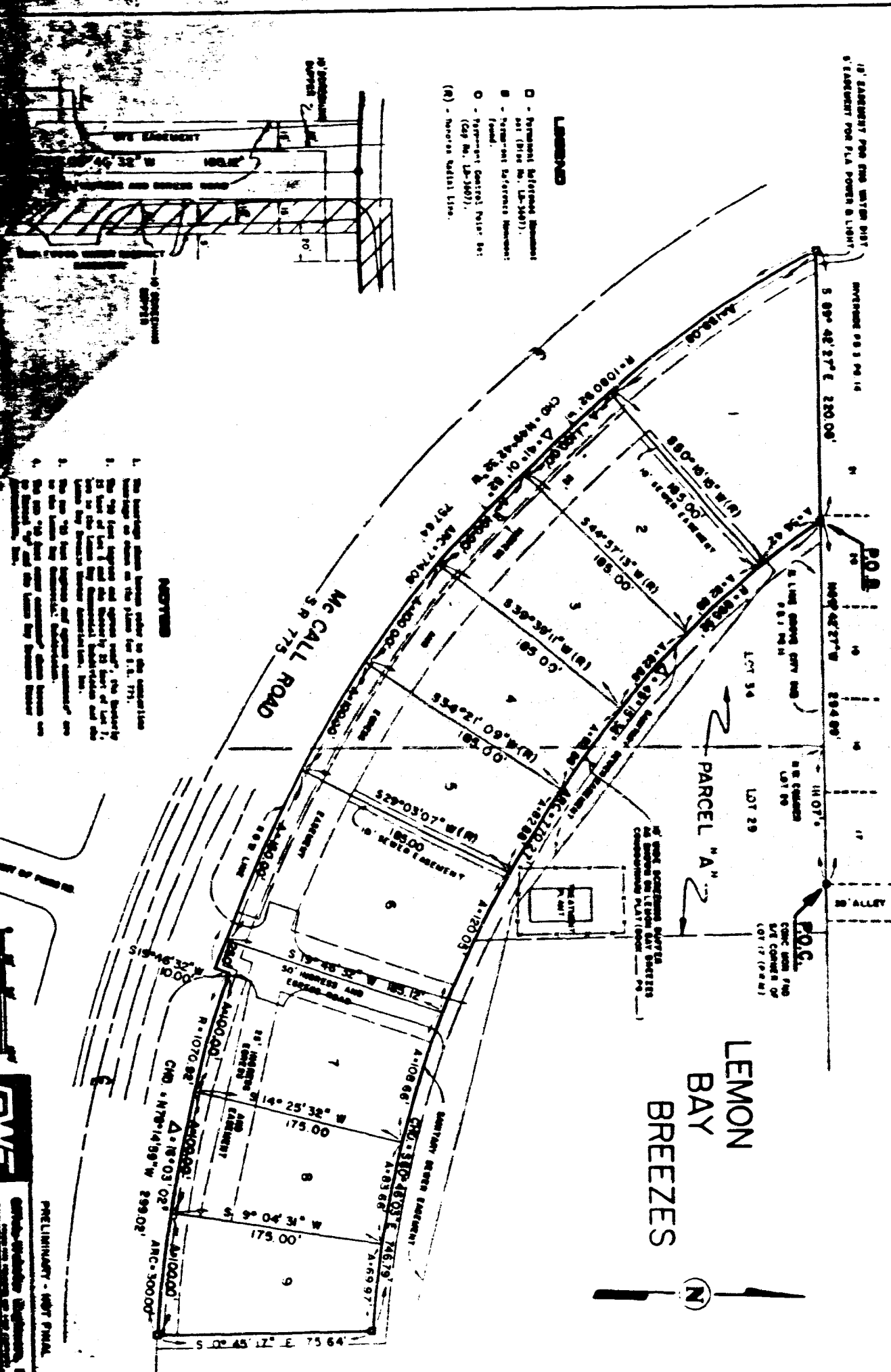
DECLARATION OF RESTRICTIONS

Consisting of:

1. Site drawing
2. Legal description
3. Legal description by metes and bounds
4. Legal description of Parcel A
5. Legal description of Recreation Area
6. Legal descriptions of Phase I (initial Phase), and Phases II and III (subsequent Phases), as set forth in Declaration of Condominium of Lemon Bay Breezes Condominium.

LEMON BAY COMMERCIAL SUBDIVISION
SECTION 6, TOWNSHIP 41 SOUTH, RANGE 20 EAST
CHARLOTTE COUNTY, FLORIDA

PLAY ROOM _____ PAGE _____
 UNIT 3 OF 3



PRELIMINARY - NOT FINAL

OWE
Owens-Illinois Engineering, Inc.
One Main Street, P.O. Box 100
New Britain, CT 06051

LEMON BAY BREEZES

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

This certification was filed May 14, 1968 by the undersigned attorney, in compliance with the provisions of Section 71A.104(1)(a) of the Florida Statutes, and a certificate of filing was filed with the Florida Secretary of State, in compliance with the provisions of Section 71A.104(1)(b) of the Florida Statutes. (Type name and other material in connection with the execution of instrument of filing last sentence.)

The undersigned, James H. Hester, is an attorney at law in accordance with Section 71A.104(1)(b), Florida Statutes.

It is to be further verified that the construction of the Improvements is substantially complete so that the material, together with the provisions of the Authorization describing the construction with the exception of the location and dimensions of the Improvements, and that the identification, location and dimensions of the various elements of the Improvements are determined by these materials.

	BEARINGS	DISTANCES
A	S. 63° 06' E. 3.7' W.	5.80'
B	N. 19° 38' 14" W.	2.9 73'
C	N. 75° 32' 08" E.	18.47'
D	N. 06° 16' 17" W.	19.00'

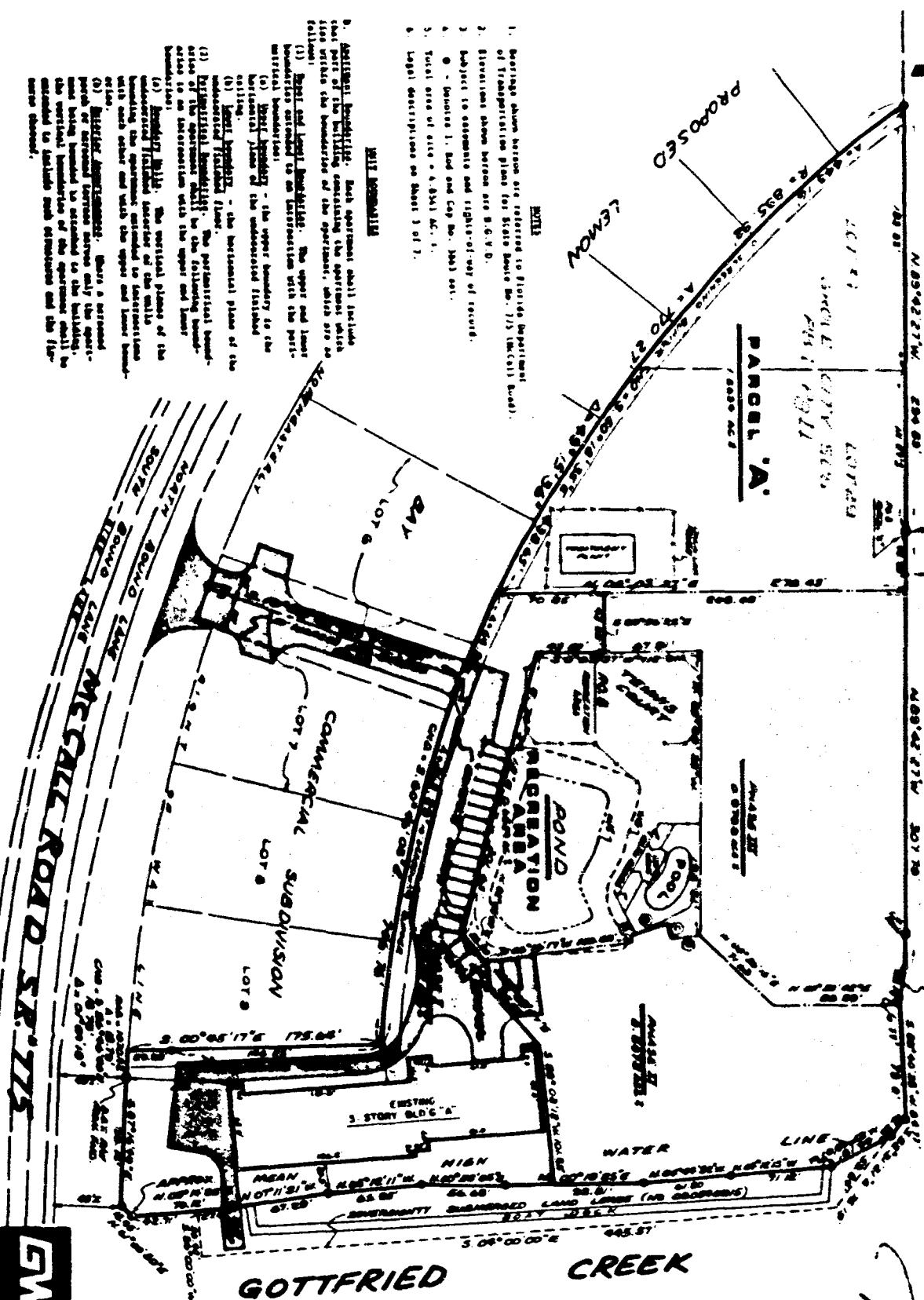
Phases Two and Three are possible future phases presented in Chapter 11A of the *Practical Sanskrit*.

References

1. Descriptive above horizon are referred to Florida Department of Transportation's plans for State Route No. 775 (McCall Road).
2. Elevations above horizon are B.G.V.D.
3. Subject to estimate and right-of-way of record.
4. @ = Denote 1. and one Cap No. 3003 est.
5. Total area of site = 6.3341 AC. ±
6. Legal descriptions on sheet 3 of 7.

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

- (1) Upper and lower boundaries - The upper and lower boundaries intended to be an intersection with the vertical plane of the undecked finished ceiling.
- (a) Upper boundary - the upper boundary is the horizontal plane of the undecked finished ceiling.
- (b) Lower boundary - the horizontal plane of the undecked finished floor.
- (2) Vertical boundaries - The potential boundaries of the apartment shall be the finished boundaries to an intersection with the upper and lower boundaries.
- (a) Boundary walls - The vertical planes of the finished finished exterior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries.
- (b) Interior door/threshold - Where a doorway opens or a screened doorway serves only the apartment being bounded is extended to the building, the vertical boundaries of the apartment shall be extended to include such extensions and the floor shall extend.



Grubb-Wheeler Engineers, Inc.
(904) 726-7600 ext. 1000, 1-800-760-1000
1650 Pucara Road • Englewood, Florida 33553
(813) 475-7961

EXHIBIT "A"

OR 863 PG 1910

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.



Giffels-Webster Engineers, Inc.

CONSULTING ENGINEERS, LAND SURVEYORS AND PLANNERS

1620 Placida Road • Suite C • Englewood, Florida 33533

813/475-7981

REF: 1923-F

LEGAL DESCRIPTION

OR 863 PG 1911

Of 3.86 Acre Parcel of CG Commercial General 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 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 to the Point of Beginning; 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 right along said right-of-way line in a Northwesterly direction (radius equals 1070.92 feet, long chord bears N 78°14'59" W 299.02 feet) a distance of 300.00 feet, thence along said right-of-way line S 19°46'32" W 10.00 feet, thence on a curve to the right along said right-of-way line in a Northwesterly direction (radius equals 1080.92 feet, long chord bears N 49°42'32" W 757.64 feet) a distance of 774.08 feet, to a point on the North line of said Lot 34 of Grove City Subdivision, thence S 89°42'27" E along said North line 220.08 feet to the point of beginning and containing 3.86 acres more or less.

Dated: _____

11-15-84

Roy J. Russell

Florida Professional Land Surveyor #3863



Giffels-Webster Engineers, Inc.

CONSULTING ENGINEERS, LAND SURVEYORS AND PLANNERS

1620 Piacida Road • Suite C • Englewood, Florida 33533

813/475-7981

REF: 1923-F

PARCEL A
LEGAL DESCRIPTION

OR 863 PG 1912

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



Giffels-Webster Engineers, Inc.

CONSULTING ENGINEERS, LAND SURVEYORS AND PLANNERS

1620 Placida Road • Suite C • Englewood, Florida 33533

813/475-7981

REF: 1923-F

RECREATION AREA LEGAL DESCRIPTION

OR 863 PG 1913

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:

11-15-89

Roy J. Russell

Florida Professional Land Surveyor #3863



Giffels-Webster Engineers, Inc.

CONSULTING ENGINEERS, LAND SURVEYORS AND PLANNERS

1620 Placida Road • Suite C • Englewood, Florida 33533

813/475-7981

EF: 1923-F

PHASE I
LEGAL DESCRIPTION

OR 863 PG 1914

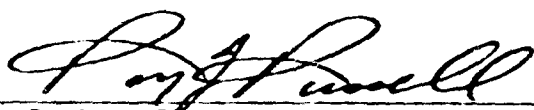
Of 1.1507 Acre Parcel of RMF-15 Residential Multi-Family
Zoned Land of the Lemon Bay Breezes Project for Odyssey
Development Corporation in part of Section 6, Township 41
South, Range 20 East, Charlotte County, Florida.

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.

Dated: 11-15-84


Roy J. Russell
Florida Professional Land Surveyor #3863



Giffels-Webster Engineers, Inc.

CONSULTING ENGINEERS, LAND SURVEYORS AND PLANNERS

1620 Placida Road • Suite C • Englewood, Florida 33533

813/475-7981

REF: 1923-F

PHASE II

OR 863 PG 1915

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°38'42" 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

Florida Professional Land Surveyor #3863



Giffels-Webster Engineers, Inc.

CONSULTING ENGINEERS, LAND SURVEYORS AND PLANNERS

1620 Placida Road • Suite C • Englewood, Florida 33533

813/475-7981

REF: 1923-F

PHASE III
LEGAL DESCRIPTION

OR 863 PG 1916

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.

Dated: _____

11-15-84

Roy J. Russell

Florida Professional Land Surveyor #3863

OR 863 PG 1917

EXHIBIT B

DECLARATION OF RESTRICTIONS

ARTICLES OF INCORPORATION (MASTER ASSOCIATION)

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of LEMON BAY BREEZES MASTER ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on January 31, 1985, as shown by the records of this office.

The charter number of this corporation is N07414.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
1st day of February, 1985.



CER-101

George Firestone
Secretary of State

ARTICLES OF INCORPORATION

OF

LEMON BAY BREEZES MASTER ASSOCIATION, INC.

A Corporation Not-For-Profit

OR 863 PG 1919

1. NAME AND PLACE OF BUSINESS. The name of the corporation is LEMON BAY BREEZES MASTER ASSOCIATION, INC.. The place of business shall be 1401 South McCall Road, Englewood, Florida 33533.

2. PURPOSE. The corporation is organized as a corporation not-for-profit under the laws of the State of Florida to provide an entity responsible for the operation of LEMON BAY BREEZES, A SUBDIVISION, according to the Plat thereof now or hereafter recorded in the Public Records of Charlotte County, Florida, with respect to certain lands in Charlotte County, Florida.

3. QUALIFICATION OF MEMBERS AND MANNER OF THEIR ADMISSION. The members of this corporation shall constitute all of the record owners of residential property and commercial lots in LEMON BAY BREEZES SUBDIVISION ("Subdivision") and LEMON BAY COMMERCIAL SUBDIVISION, Englewood, Florida, and Developer so long as it owns any land in either Subdivision. Change of membership in this corporation shall be established by recording in the Public Records of Charlotte County, Florida, a deed or other instrument establishing record title to a unit or lot in either Subdivision and the delivery to the corporation of a certified copy of such instrument, or the creation of a condominium by filing in the Public Records. The grantee designated by such instrument thereby shall become a member of the corporation, and the membership of the grantor thereby shall terminate as to said unit or lot.

4. TERM. The existence of the corporation shall be perpetual unless LEMON BAY BREEZES SUBDIVISION and LEMON BAY COMMERCIAL SUBDIVISION are terminated and in the event of such termination, the corporation shall be dissolved in accordance with law.

5. NAMES AND RESIDENCES OF INCORPORATORS. The names and residences of the incorporators to these Articles of Incorporation are:

M.R. Gagne 3500 Dufferin Street, Suite 300
Downsview, Ontario, Canada M3K 1N2

J.Y. Robichaud 3500 Dufferin Street, Suite 300
Downsview, Ontario, Canada M3K 1N2

Michael M. Listick 616 East Atlantic Avenue
Delray Beach, Florida 33444

6. DIRECTORS AND OFFICERS. The affairs of the Association shall be managed by its Board of Directors. The officers of the corporation shall be a President, Vice President, Treasurer and Secretary (Assistant Secretary, optional) which officers shall be elected annually by the Board of Directors. The directors and officers may lawfully and properly exercise the powers set forth in Section 11, notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and if the negotiation and/or consummation of agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or who own some or all of the propriety interest in the entity or entities with whom the corporation enters into

such agreements; and all such agreements shall be presumed conclusively to have been made and entered by the directors and officers of the corporation in the valid exercise of their lawful powers.

7. VOTING. There shall be two classes of voting rights. Unit owners of constructed residential units in the LEMON BAY BREEZES SUBDIVISION shall each have one vote per unit. Each Commercial Lot owner in the LEMON BAY COMMERCIAL SUBDIVISION shall have four votes for each Commercial Lot which they own whether or not a completed structure is constructed on such lot. In addition, so long as Developer (or its successor) shall own any property in the LEMON BAY COMMERCIAL SUBDIVISION or LEMON BAY BREEZES SUBDIVISION, Developer shall have an additional number of votes which is equal to the number of votes of all other members plus one. A residential unit shall be deemed constructed when a certificate of occupancy is issued for such unit by the appropriate governmental authority.

8. NAMES OF OFFICERS. The names of the officers who are to serve until the first election or appointment are as follows:

President:	M.R. Gagne
Vice President/Treasurer:	J.Y. Robichaud
Secretary:	Michael M. Listick

9. BOARD OF DIRECTORS. The Board of Directors shall consist of three (3) persons initially and the names and addresses of the persons who are to serve as such until the first election thereof are as follows:

M.R. Gagne	3500 Dufferin Street, Suite 300 Downsview, Ontario, Canada M3K 1N2
J.Y. Robichaud	3500 Dufferin Street, Suite 300 Downsview, Ontario, Canada M3K 1N2
Michael M. Listick	616 East Atlantic Avenue Delray Beach, Florida 33444

9. BY-LAWS. The original By-Laws shall be made by the Board of Directors and/or declared under the "Declaration" of Restrictions for the Subdivisions as recorded in Charlotte County, Florida. The same may thereafter be amended, altered or rescinded only with the approval of not less than a majority of the Board of Directors and not less than seventy-five percent (75%) of the members of the corporation; provided that, any amendment which affects commercial lot owners in the Subdivision must be approved by a majority of the commercial lot owners.

11. AMENDMENTS. These Articles of Incorporation may be amended only with the approval of not less than a majority of the Board of Directors and not less than seventy-five percent (75%) of the members of the corporation.

12. POWERS. The corporation shall have all of the following powers:

(a) All of the powers now or hereafter conferred upon corporations not-for-profit under the laws of the State of Florida which are not repugnant to any of the provisions of the Florida Condominium Act or these Articles of Incorporation.

(b) To acquire and enter into agreements whereby it acquires land, leaseholds, memberships or other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas, tennis courts, swimming pools, jogging facilities, and other recreational facilities, sewer plant, drainage area, water retention area, whether or not contiguous to the lands of the Subdivision intended to provide for the enjoyment, recreation or other use or benefit of the property owners.

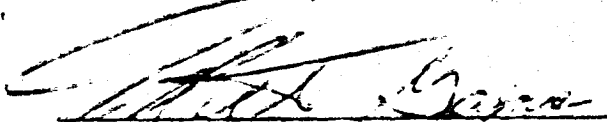
(c) To contract with a third party for the management of the Subdivision and to delegate to the contractor all powers and duties of this corporation except such as are specifically required by the Declaration and/or the By-Laws to have the approval of the Board of Directors or the membership of the corporation.

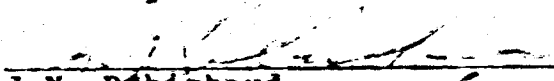
(d) To acquire, by purchase or otherwise, parcels of the Subdivision subject nevertheless to the provisions of the applicable Declarations and/or By-Laws.

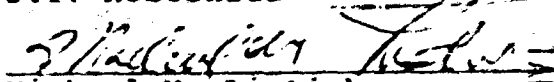
(e) To operate and manage LEMON BAY BREEZES SUBDIVISION and LEMON BAY COMMERCIAL SUBDIVISION in accordance with the meaning, direction, purpose and intent of the Declaration as the same may from time to time be amended and to otherwise perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the Declaration and/or By-Laws.

13. INITIAL REGISTERED OFFICE AND AGENT. The street address of the initial principal office of the corporation is 1401 South McCall Road, Englewood, Florida 33533. The Resident Agent of the corporation shall be MICHAEL M. LISTICK, whose address as Resident Agent is: 616 East Atlantic Avenue, Delray Beach, Florida 33444.

We, the undersigned, being each of the subscribers hereto, do hereby subscribe to these Articles of Incorporation and we have hereunto set our hands and seals this 22 day of January, 1985.

 (SEAL)
M.R. Gagne

 (SEAL)
J.Y. Robichaud

 (SEAL)
Michael M. Listick

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me personally appeared M.R. GAGNE, to me known to be the person described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 22 day of January, 1985.


Notary Public, State of Florida
My commission expires:

My Commission Expires March 19, 1988
Bonded Thru TROY FAN - Insurance, Inc.

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

OR 863 PG 1922

I HEREBY CERTIFY that on this day, before me personally appeared J.Y. ROBICHAUD, to me known to be the person described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 7th day of December, 1984.

[Signature]
Notary Public, ~~State of Florida~~ Province
My commission expires: indefinite

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me personally appeared MICHAEL M. LISTICK, to me known to be the person described in and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 21st day of January, 1985.

[Signature]
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU GENERAL INSURANCE UND
MY COMMISSION EXPIRES JULY 30 1986

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated corporation, at the place designated in this instrument, I hereby accept to act in this capacity, and agree to comply with the provisions of law relative to keeping open such office.

[Signature]
Michael M. Listick
Registered Agent

FILED
JAN 31 PM 3:20
TALLAHASSEE, FLORIDA

EXHIBIT C
DECLARATION OF RESTRICTIONS

OR 863 PG 1923

BY-LAWS (MASTER ASSOCIATION)

BY-LAWS
OF
LEMON BAY BREEZES MASTER ASSOCIATION, INC.

OR 863 PG 1924

ARTICLE I. GENERAL INTRODUCTION

Section 1. Name. The name of the corporation is LEMON BAY BREEZES MASTER ASSOCIATION, Inc., hereinafter referred to as the "Association". Until changed, the principal office of the Association shall be located in Charlotte County, Florida.

Section 2. Applicability. The provisions of these By-Laws are applicable to the complex known as LEMON BAY BREEZES located in Charlotte County, Florida.

Section 3. Effect. All present and future owners, and their tenants, future tenants, guests and invitees that might use the facilities of LEMON BAY BREEZES SUBDIVISION and LEMON BAY COMMERCIAL SUBDIVISION in any manner, are subject to the regulations set forth in these By-Laws and in the Declaration of Restrictions thereof as recorded in the Public Records of Charlotte County, Florida.

The acquisition or rental of any commercial lot or residential unit in the LEMON BAY BREEZES SUBDIVISION or LEMON BAY COMMERCIAL SUBDIVISION or the occupancy of any such lot or unit shall mean that the provisions of these By-Laws and the Declaration are accepted, ratified and will be observed.

ARTICLE II. VOTING RIGHTS, MAJORITY, QUORUM, PROXIES

Section 1. Voting Rights. The Association shall have two (2) classes of voting members, as provided in the Association's Articles of Incorporation.

Section 2. Majority of Quorum. Unless otherwise expressly provided in these By-Laws or in the Declaration, any action which is desired to be taken by members of the Association may be so taken by a vote a majority of a quorum of the members of the Association.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of at least thirty-three and one-half percent (33-1/2%) of the total membership of the Association shall constitute a quorum of the membership. Such members present at a duly called or held meeting at which a quorum thereof is present may continue to accomplish the business of the meeting until adjournment, notwithstanding the withdrawal during the meeting of enough members to leave less than such quorum. In the event, however, the required quorum is never present, the meeting may be rescheduled subject to the notice requirements set forth herein.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be in writing and filed with the Secretary at least twenty-four (24) hours before the appointed time of each meeting. Every proxy shall be revocable and shall automatically terminate after completion of the meeting for which the proxy was filed and upon conveyance by the member of said member's unit.

ARTICLE III. ADMINISTRATION

Section 1. Association Responsibilities. The Association shall have the responsibility of administering the common properties, approving the annual budget, establishing and collecting all assessments, enforcing applicable Rules and Regulations and performing all other obligations of the Association hereunder and under the Declaration, including, but not limited to, arranging for the management of the common properties pursuant to an agreement containing provisions relating to the duties, obligations, removal and compensation of the management company. The management company may be an affiliate of the developer.

Section 2. Place of Meetings of Members. Meetings of the members shall be held on the properties, or such other suitable place as close thereto as practicable in Charlotte County as may be designated by the Board of Directors.

Section 3. Annual Meetings of Members. The first annual meeting of members shall be held on the date at the place and at the time determined by the Board of Directors, provided, however, that said meeting shall be held within twelve (12) months after the developer's first sale of a residential unit. Thereafter, the annual meetings of the Association shall be held on the date, and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last preceding annual meeting. At each annual meeting there shall be elected by ballot of the members a Board of Directors, in accordance with the requirements of these By-Laws. At the first annual meeting, the directors shall be elected to serve until the second annual meeting, and at the second annual meeting, directors shall be elected for a term of one (1) year beginning with the second annual meeting. Unless a director resigns before the expiration of his term of office, each director shall hold his office until his successor has been elected and has qualified. The term of office of any director elected to fill a vacancy created by the resignation of his predecessor shall be the balance of the unserved term of his predecessor. The members may also transact such other business of the Association as may properly come before the meeting. Each institutional mortgagee may designate a nonvoting representative to attend all annual meetings of the members.

Section 4. Special Meetings of Members. Special meetings of the members may be called at any time by a majority of a quorum of the Board of Directors, or upon a petition signed by members holding at least ten percent (10%) of the voting power of each class of the members. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice. Each institutional mortgagee may designate a nonvoting representative to attend all special meetings of the members.

Section 5. Notice of Meetings of Members. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of members, stating the purpose thereof, as well as the day, hour and place where it is to be held, to each owner and to each institutional mortgagee which has filed a written request for such notice with the Secretary, at least ten (10), but not more than sixty (60), days prior to such meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. The mailing of a notice, postage prepaid, in the manner provided in this Section 5, shall be considered notice served. If no address has been furnished the Secretary, notice shall be deemed to have been given to a member if delivered to his unit and posted in a conspicuous place on the common properties.

Section 6. 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 to a time not less than five (5) days, nor more than thirty (30) days, from the time the original meeting was called. Such adjourned meetings may be held only upon a new notice thereof as provided in this Article III, except that notice shall be given by announcement at the meeting at which such adjournment is taken. If a meeting is adjourned for more than thirty (30) days, notice of the adjourned meeting shall be given as in the case of an original meeting.

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice, waiver of notice; (c) reading of minutes of preceding meetings; (d) reports of officers; (e) reports of committees; (f) election of inspectors of election; (g) election of directors; (h) unfinished business; and (i) new business. Meetings of members shall be conducted by the officers of the Association, in order of their priority.

Section 8. Action Without Meeting. Any action which under the provisions of Florida law may be taken at a meeting of the members, may be taken without a meeting if authorized in writing by the requisite percentage of all members who would be entitled to vote at a meeting for such purpose, and if thereafter filed with the Secretary.

Section 9. Consent of Absentees. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, a majority of the members not present in person or by proxy signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of members, when signed by the president or Secretary, shall be presumed truthfully to evidence the matters set forth therein.

A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE IV. BOARD OF DIRECTORS

Section 1. Number and Qualification. The property, business and affairs of the Association shall be governed and managed by a Board of Directors composed of at least three (3) persons, each of whom, except for those appointed and serving as first directors, must either be an owner of a residential unit or commercial lot or an agent of the developer. The Board of Directors may increase, by resolution, the authorized number of members of the Board. Directors shall not receive any stated salary for their services as directors, provided, however, that (a) nothing herein contained shall be construed to preclude any director from serving the Association in some other capacity and receiving compensation therefor, and (b) any director may be reimbursed for his actual expenses incurred in the performance of his duties. In any event at least one director must be a commercial lot owner.

Section 2. Powers and Duties. The Board of Directors has the powers and duties necessary for the administration of the affairs of the Association and may take all such acts and do such things as are not by law, the Declaration, the Articles of Incorporation or by these By-Laws required to be exercised and done exclusively by the owners.

Section 3. Special Powers and Duties. Without prejudice to the foregoing general powers and duties and such powers and duties as are set forth in the Declaration and the Articles, the Board of Directors is vested with, and responsible for, the following powers and duties:

(a) To select, appoint and remove all officers, agents and employees of the Association, to prescribe such powers and duties for them as may be consistent with law, with the Articles of Incorporation, the Declaration and these By-Laws, to fix their compensation, if any, and to require from them security for faithful service when deemed advisable by the Board.

(b) To conduct, manage and control the affairs and business of the Association, and to make and enforce such rules and regulations therefore consistent with law, with the Articles of Incorporation, the Declaration and these By-Laws, as the Board may deem necessary or advisable.

(c) To change the principal office for the transaction of the business of the Association; to designate any place for the holding of any annual or special meeting or meetings of members consistent with the provisions hereof; and to adopt and use a corporate seal and to alter the form of such seal from time to time, as the Board, in its sole judgment, may deem best, provided that such seal shall at all times comply with the provisions of law.

(d) To borrow money and to incur indebtedness for the purposes of the Association, and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and security therefor, provided no action authorized hereunder shall be taken without the prior written consent of the developer as long as the developer owns any units.

(e) To fix and levy from time to time common assessments, special assessments, and reconstruction assessments upon the owners, as provided in the Declaration; to improvement assessments applicable to that year only for capital improvements to the common properties; to determine and fix and due date for the payment of such assessments, and the date upon which the same shall become delinquent; provided, however, that such assessments shall be fixed and levied only to provide for the taxes and governmental assessments upon real or personal property owned, leased, controlled or occupied by the Association, or for the payment of expenses for labor rendered or materials or supplies used and consumed, or equipment and appliances furnished for the maintenance, improvement or development of such property or for the payment of any and all obligations in relation thereto, or in performing or causing to be performed any of the purposes of the Association for the general benefit and welfare of its members, all in accordance with the provisions of the Declaration. The Board of Directors is hereby authorized to incur any and all such expenditures for any of the foregoing purposes and to provide, or cause to be provided, adequate reserves for replacements as it shall deem to be necessary or advisable, if any, in the interest of the Association or for the welfare of its members. The funds collected by the Board of Directors from the owners, attributable to replacement reserves for maintenance recurring less frequently than annually, and for capital improvements to the common properties, shall at all times be held in trust for the owners and shall not be commingled with other assessments collected from the owners. Disbursements from such trust reserve fund shall be made only in accordance with the provisions of the Declaration. Such common assessments, reconstruction assessments, special assessments and capital improvement

assessments shall be fixed in accordance with the provisions of the Declaration. Should any owner fail to pay such assessments before delinquency, the Board of Directors, in its discretion, is authorized to enforce the payment of such delinquent assessments as provided in the Declaration. Nothing herein shall require the establishment of reserves.

(f) To enforce the provisions of the Declaration, the Articles, these By-Laws, applicable rules and regulations of other agreements of the Association.

(g) To contract and pay for fire, casualty, errors and omissions, blanket liability, malicious mischief, vandalism, and other insurance, insuring the owners, the Association, the Board of Directors and other interested parties, in accordance with the provisions of the Declaration, covering and protecting against such damages or injuries as the Board deems advisable, which may include, without limitation, medical expenses of persons injured on the common properties, and to bond the agents and employees of any management body, if deemed advisable by the Board. The Board shall review, not less frequently than annually, all insurance policies and bonds obtained by the Board on behalf of the Association.

(h) To contract and pay for maintenance, gardening, utilities, materials and supplies, and services relating to the common properties, and to employ personnel necessary for the operation of the common properties and the Association, including legal and accounting services (subject to limitations set forth in the Articles regarding claims against the declarant), and to contract for and pay for improvements to common properties. In case of damage by fire or other casualty to the common properties, if insurance proceeds exceed Twenty-Five Thousand Dollars (\$25,000), or the cost of repairing or rebuilding exceeds available insurance proceeds by more than Five Thousand Dollars (\$5,000), then the Board of Directors shall obtain firm bids from two (2) or more responsible contractors to rebuild any original plans and specifications with respect thereto, and shall, as soon as possible thereafter, call a special meeting of the members to consider such bids.

(i) To delegate its powers according to law.

(j) To grant easements where necessary for utilities, sewer facilities and other services over the common properties.

(k) To fix, determine and name from time to time, if necessary or advisable, the public agency, fund, foundation or nonprofit corporation or association, which is then organized, to which the assets of this Association shall be distributed upon liquidation or dissolution, according to the Articles of Incorporation of the Association. The assets so distributed shall be those remaining after satisfaction of all just debts and obligations of the Association, and after distribution of all property held or acquired by the Association under the terms of a specific trust or trusts.

(l) To adopt such rules and regulations as the Board may deem necessary for the management of the common properties, which rules and regulations shall become effective and binding after (1) they are adopted by a majority of the Board at a meeting called for that purpose, or by the written consent of such number of directors attached to a copy of the rules and regulations of the Association, and (2) they are posted in a conspicuous place in the common properties. Such rules and regulations shall not materially adversely affect the rights, privileges or preferences of the developer as established by the Declaration, the

Articles of Incorporation of the Association and these By-Laws without the prior written approval of the developer. Such rules and regulations may concern, without limitation, use of the common properties; signs, parking restrictions, minimum standards of property maintained consistent with the Declaration and the procedures of the Architectural Committee; and any other matter within the jurisdiction of the Association as provided in the Declaration; provided, however, that such rules and regulations shall be enforceable only to the extent that they are consistent with the Declaration, the Articles of Incorporation and these By-Laws.

Section 4. Management Agent. To select a managing agent to manage the common properties and the affairs of the Association, who shall perform such duties and services as the Board shall authorize, provided, however, that the Board of Directors need not be required to have a professional manager.

Section 5. Election and Term of Office. At the first annual meeting of the Association, and thereafter at each annual meeting of the members, directors shall be elected by written ballot by a plurality of members as provided in these By-Laws, 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. In the event that an annual meeting is not held, or the Board is not then elected, the Board may be elected at a special meeting of the members held for that purpose. Each director shall hold office until his successor has been elected and has qualified or until his death, resignation, removal or judicial adjudication of mental incompetence. Any person serving as a director may be re-elected, and there shall be no limitation on the number of terms during which he may serve. The conveyance of all units owned by any director (except directors appointed by the developer) shall result in the resignation of such director.

Section 6. Books, Audit. The Board of Directors shall cause to be maintained a full set of books and records showing the financial condition of the Association in a manner consistent with accounting practices established by the Association or management company, and at no greater than annual intervals shall obtain a summary (which need not be certified) of such books and records. A copy of each such summary shall be delivered to members within thirty (30) days after the completion of such summary.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected at the next annual meeting of the members of the Association, or at a special meeting of the members called for that purpose. A vacancy or vacancies shall be deemed to exist in case of death, resignation, removal or judicial adjudication of mental incompetence of any director, increases in the size of the Board or in case the members fail to elect the full number of authorized directors at any meeting at which such election is to take place.

Section 8. Removal of Directors. At any regular or special meeting of the members duly called, any one or more of the directors (other than the developer's appointees) may be removed with or without cause by a majority vote of the members of the Association, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. If any or all of the directors are so removed, new directors may be elected at the same meeting.

Section 9. Organization Meeting. The first regular meeting of a newly elected Board of Directors shall be held within ten (10) days of election of the Board, at such place as shall be fixed and announced by the directors at the meeting at which such directors were elected, for the purpose of organization, election of officers and the transaction of other business. No notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 10. Other Regular Meetings. Other regular meetings of the Board of Directors shall be open to the members (who shall not be recognized or entitled to participate) and may be held at such time and place within the properties as shall be determined, from time to time, by a resolution adopted by the majority of a quorum of the directors; provided, however, that such meeting shall be held no less frequently than annually. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least seventy-two (72) hours prior to the date named for such meeting, and shall be posted at a prominent place or places within the common properties.

Section 11. Special Meetings. Special meetings of the Board of Directors shall be open to all members (who shall not be recognized or entitled to participate) and may be called by the president (or, if the president is absent or refuses to act, by the vice president) or by any two (2) directors. At least seventy-two (72) hours' notice shall be given to each director, personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and the purpose of the meeting, and shall be posted at a prominent place or places within the common properties. If served by mail, each such notice shall be sent, postage prepaid, to the address reflected on the records of the Association, and shall be deemed given, if not actually received earlier, at 5:00 P.M. on the second day after it is deposited in a regular depository of the United States mail as provided herein. Whenever any director has been absent from any special meeting of the Board, an entry in the minutes to the effect that notice has been duly given shall be conclusive and incontrovertible evidence that due notice of such meeting was given to such director, as required by law and as provided herein.

Section 12. Waiver of Notice. Before, or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by said director of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. The transactions at any meeting of the Board, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs such written waiver of notice, a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the records of the Association or made a part of the minutes of the meeting.

Section 13. Quorum and Adjournment. Except as otherwise expressly provided herein, at all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which

might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the vote or written consent of all the directors. Any action so approved shall have the same effect as though taken at a duly constituted meeting of the directors.

Section 15. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 16. Committees. The Board of Directors by resolution may, from time to time, designate such committees as it shall desire, and may establish the purposes and powers of each such committee created. The resolution designating and establishing the committee shall provide for the appointment of its members, as well as a chairman, and shall state the purposes of the committee, and shall provide for reports, termination and other administrative matters as deemed appropriate by the Board.

Section 17. Proviso. Notwithstanding Section 5, developer (or developer's successor) shall designate and control the initial directors and fill vacancies on the initial Board of Directors. Directors need not be unit owners; however, transfer of control shall take place as follows:

(a) When unit owners other than the developer own fifteen percent (15%) or more of the units in the condominium (all phases), the unit owners other than the developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the developer are entitled to elect a majority of the members of the Board of Directors of an Association:

(1) Three (3) years after fifty percent (50%) of the units (all phases) have been conveyed to the purchasers;

(2) Three (3) months after ninety percent (90%) of the units (all phases) have been conveyed to the purchasers;

(3) 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

(4) 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 (1) member of the Board of Directors of the Association as long as the developer holds for sale in the ordinary course of business at least five percent (5%) of the units ultimately to be operated by the Association.

(b) Within sixty (60) days after the unit owners other than the developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall call, and give not less than thirty (30) days' or more than 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.

OR 863 PG 1931

(c) 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:

(1) Assessment of the developer as a unit owner for capital improvements.

(2) 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.

(d) 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 Directors of the Association, and the unit owners shall accept control.

ARTICLE V. OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, Vice President, Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary. Officers need not be directors. Any two offices may be held by the same person, but the office of President and Secretary may not be held by the same person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors, and each officer shall hold his office at the pleasure of the Board of Directors, until he shall resign or be removed or otherwise disqualified to serve or his successor shall be elected and have qualified to serve.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the entire Board of Directors, any officer may be removed, with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose. Any officer may resign at any time by giving written notice to the Board or to the President or Secretary of the Association. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein, and unless otherwise specified in said notice, acceptance of such resignation by the Board of Directors shall not be necessary to make it effective. The conveyance by an officer (other than an officer appointed by the developer) of all units owned by such officer shall be a resignation of such officer.

Section 4. Compensation. Officers, agents and employees shall receive such reasonable compensation for their services as may be authorized or ratified by the Board. Appointment of any officer, agent or employee shall not of itself create contractual rights of compensation for services performed by such officer, agent or employee, provided that no officer, employee or director or declarant or any affiliate of Declarant may receive any compensation.

Section 5. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of a corporation. The President shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business of the Association. The President shall be ex officio a member of all standing committees, and he shall have

OR 863 PG 1932

such other powers and duties as may be prescribed by the Board of Directors or these By-Laws of the Association.

Section 6. Vice President. The Vice President shall take the place of President and perform his duties whenever the President shall be absent, disabled or refuses or is unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or these By-Laws.

Section 7. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association at the principal office of the Association or at such other place as the Board of Directors may order. The Secretary shall keep the seal of the Association in safe custody and shall have charge of such books and papers as the Board of Directors may direct; and the Secretary shall, in general, perform all of the duties incident to the office of the Secretary. The Secretary shall give, or cause to be given, notices of meetings of the members of the Association and of the Board of Directors required by these By-Laws or by law to be given. The Secretary shall maintain a list of owners, listing the names and addresses of the owners as furnished the Association, and such list shall be changed only at such time as satisfactory evidence of a change in ownership is presented to the Secretary. The Secretary shall perform such other duties as may be prescribed by the Board of Directors.

Section 8. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping, or causing to be kept, full and accurate accounts, tax records and other records of business transactions of the Association, including accounts of all assets, liabilities, receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall co-sign all checks on behalf of the Association. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with the Declaration, shall render to the President and directors, upon request, an account of all of his transactions as Treasurer and of the financial condition of the Association, and shall have such powers and perform such other duties as may be prescribed by the Board of Directors or these By-Laws.

ARTICLE VI. OBLIGATIONS OF OWNERS

Section 1. Assessments.

(a) All owners and members are obligated to pay, in accordance with the provisions of the Declaration of Restrictions, all assessments imposed by the Association to meet all expenses (and reserves, if imposed) of the Association, which may include, without limitation, liability insurance policy premiums and insurance premiums for a policy to cover repair and reconstruction work in case of hurricane, fire, flood or other hazard, as more fully provided in these By-Laws. The assessments shall be allocated among the commercial lots and residential units subject to assessment under the Declaration of Restrictions as provided therein.

(b) All delinquent assessments shall be enforced, collected or foreclosed in the manner provided in the Declaration or the Declaration of Condominium as to a condominium unit.

OR 863 PG 1933

(a) As further provided in the Declaration of Restrictions, all alterations, replacement and repair of improvements of the Subdivision shall be subject to control of the Master Association.

(b) Each member, residential unit owner and commercial lot owner shall reimburse the Association for any expenditures incurred in repairing or replacing any portion of the Subdivision common facilities owned or controlled by the Master Association which is damaged through the fault of such person. Such expenditures shall include all court costs and reasonable attorneys' fees incurred in enforcing any provision of these By-Laws or the Declaration of Restrictions.

ARTICLE VII. AMENDMENT TO BY-LAWS

These By-Laws may be amended by the Association at a duly-constitute meeting of the members for such purposes. No amendment to these By-Laws shall take effect unless approved by the developer (so long as the developer shall be a member of the Master Association) and at least a majority of a quorum of the members other than developer present, in person or by proxy, at a duly-constituted regular or special meeting of the members. No amendment may be adopted which adversely affects the rights of any institutional mortgagee (if it holds a mortgage made in good faith and for value on a unit or commercial lot) or the developer without the prior written consent of such institutional mortgagee or the developer (as the case may be). This Article VII may not be amended.

ARTICLE VIII. NOTICES

Section 1. Notice to Association. An owner who mortgages his unit or lot shall notify the Association, through the management company or the Secretary of the Board of Directors in the event there is no management company, of the name and address of his mortgagee, and the Association shall maintain such information. Any such owner shall likewise notify the Association as to the release or discharge of any such mortgage.

Section 2. Notice of Unpaid Assessments. The Board of Directors of the Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit, in accordance with the provisions of the Declaration.

ARTICLE IX. MEANING OF TERMS

Any capitalized term appearing herein shall have the meaning, if any, applied to it in the Declaration, unless the context would prohibit such a meaning.

ARTICLE X. CONFLICTING PROVISIONS

In case any of these By-Laws conflict with any provisions of the laws of the State of Florida, such conflicting By-Laws shall be null and void upon final court determination to such effect, but all other provisions of these By-Laws shall remain in full force and effect. In case of any conflicts between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XI. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Except to the extent that such liability or damage or injury is covered by insurance proceeds, the Board of Directors shall authorize the Association to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against, a present

or former director, officer, committee or tribunal member, or employee of the Association, in any action brought by a third party against such person, whether or not the Association is joined as a party defendant, to impose a liability or penalty on such person for an act alleged to have been committed by such person while a director, officer, committee or tribunal member or employee, provided such director, officer, member or employee was acting in good faith within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interests of the Association or its members. Payments authorized hereunder include amounts paid and expenses incurred in settling any such action or threatened action. The provisions of this Article XI shall apply to the estate, personal representative(s), administrator, heirs, legatees or devisees of a director, officer, committee or tribunal member or employee and may not be amended.

ARTICLE XII. MISCELLANEOUS

Section 1. Execution of Documents. The Board of Directors, except as in these By-Laws otherwise provided, hereby authorizes its President, or any Vice President, to enter into any contract or execute any instrument in the name and on behalf of the Association.

Section 2. Inspection of By-Laws. The Association shall keep in its office for the transaction of business the original or a copy of these By-Laws, as amended or otherwise altered to date, certified by the Secretary, which shall be open to inspection by the owners and all first mortgagees at all reasonable times during office hours.

Section 3. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors and having been so determined, is subject to change from time to time as the Board of Directors shall determine. In the absence of a specific determination, the fiscal year shall be the calendar year.

Section 4. Membership. The Association shall keep and maintain in its office for the transaction of business the name and address of each member. Termination or transfer of ownership of any unit by an owner shall be recorded, together with the date on which such ownership was transferred, in accordance with the provisions hereof and of the Declaration.

Section 5. Board of Directors. Unless specific actions are specifically required to be taken by the members, all such actions may be taken by the Board through its proper officers with or without a specific authorization.

WE HEREBY CERTIFY that the foregoing By-Laws of the Master Association were duly adopted by the Board of Directors of the Association on the _____ day of _____, 1984.

APPROVED:

President

Secretary

EXHIBIT D

OR 863 PG 1936

DECLARATION OF RESTRICTIONS

EASEMENT AGREEMENT

EASEMENT AGREEMENT

THIS AGREEMENT made and executed this _____ day of _____, 1984, by ODYSSEY DEVELOPMENT CORPORATION, a Delaware corporation, d/b/a ODYSSEY DEVELOPMENT CORPORATION OF FLORIDA (called "Odyssey"), its successors and assigns.

WHEREAS, Odyssey is the owner of certain real property located in Charlotte County, Florida, which for purposes of this Agreement shall be referred to as the "Commercial Lots", the legal description of which is Lots 1 through 9 inclusive, of LEMON BAY COMMERCIAL SUBDIVISION, a Subdivision according to the Plat thereof recorded in Plat Book _____, Page _____ of the Public Records of Charlotte County, Florida; and

WHEREAS, the Commercial Lots are being developed, but it is contemplated that several commercial buildings may be constructed thereon and that the several owners, their tenants and invitees shall nonexclusively use the driveways, pedestrian walkways and parking areas located on the Commercial Lots; and

WHEREAS, it is in the best interest of the present and future owners, and tenants and business invitees of each of the present and future owners of the various Commercial Lots to provide for certain reciprocal rights of access to and parking upon the Commercial Lots;

NOW THEREFORE, ODYSSEY DEVELOPMENT CORPORATION, a Delaware corporation, d/b/a ODYSSEY DEVELOPMENT CORPORATION OF FLORIDA, does hereby create and declare the following easements and restrictions upon the Commercial Lots:

A. Parking Easement.

As to each Commercial Lot there is hereby created for each of the other Commercial Lots and their present and future mortgagees, tenants and other occupants, together with their customers, clients and other business tenants, and invitees, a nonexclusive easement over that portion of each Commercial Lot that may be paved as a parking area by the owner of said Commercial Lot from time to time (or as

OR 863 PG 1937

designated on a Plat as a parking area). This easement shall be solely for the temporary parking of vehicles while visiting the Commercial Lots in conjunction with the ordinary activities of tenant, owner or other occupant of any Commercial Lot or any building or business structure constructed upon a Commercial Lot, provided the occupants of such lots are engaged in activities allowable under then applicable zoning ordinances. This easement shall be subject to such reasonable rules and regulations as may be imposed upon the parking area by a majority of the Commercial Lot owners, from time to time, provided such rules and regulations are equally applicable to all customers, clients and business invitees of occupants and tenants of the Commercial Lots and do not discriminate against any such party or Commercial Lot owners hereto.

B. Pedestrian Traffic Easement.

As to each Commercial Lot there is hereby created for each of the other Commercial Lots and their present and future mortgagees, tenants and other occupants, together with their customers, clients and other business tenants, and invitees, a nonexclusive easement over all portions of each Commercial Lot as designated on the Plat of LEMON BAY COMMERCIAL SUBDIVISION, or constructed from time to time, as pedestrian walking areas. This easement shall be solely for pedestrian traffic at the Commercial Lots in conjunction with the ordinary activities of a tenant, owner or other occupant of any Commercial Lot or any building or business structure upon any Commercial Lot, provided the occupants of such buildings are engaged in activities allowable under applicable zoning ordinances. This easement shall be subject to such reasonable rules and regulations as may be imposed upon the pedestrian areas by a majority of the Commercial Lot owners, from time to time, provided such rules and regulations are equally applicable to customers, clients and business invitees of occupants and tenants of

the Commercial Lots and shall not discriminate against any such party or Commercial Lot owners hereto.

C. Ingress and Egress Easement.

As to each Commercial Lot there is hereby created for each of the other Commercial Lots and their present and future mortgagees, tenants, and other occupants of the Commercial Lots, together with their customers, clients, and other business invitees, an irrevocable, nonexclusive easement, over and across all traffic lanes and aisles as designated in the Plat of LEMON BAY COMMERCIAL SUBDIVISION for use by the customers, clients and other business invitees of tenants and occupants of the Commercial Lots. The traffic lanes and aisles shall permit free and unobstructed access from all Commercial Lots to all parking areas for which this parking easement has hereinabove been granted, and to any and all public roads and ingress and egress easements adjacent to or within the Commercial Lots. This easement shall be solely for ingress and egress to and from the Commercial Lots and for utilization of the above-granted parking easement upon the Commercial Lots.

D. Maintenance of Parking and Paving.

All parking and other paved areas shall be maintained and repaired by the owners of the Commercial Lots, or their successors in title, as their expense (including striping of the parking spaces). In the event any parcel is not properly maintained, then upon the consent of a majority of the Commercial Lot owners, any Commercial Lot owner(s) may enter upon the Commercial Lot that requires maintenance for the purpose of maintaining same at his own expense and said Commercial Lot owner that performs such maintenance shall have a right to be reimbursed for all reasonable costs and expenses from the owner of the Commercial Lot whose Commercial Lot was repaired.

E. Easements to Run with Land.

OR 863 PG 1940

The easements herein granted shall run with the land and shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto, their successors and assigns, their successors in title, and their mortgagees, and may not be revoked or amended without the written agreement of a majority of the record title holders of the Commercial Lots.

IN WITNESS WHEREOF, Odyssey has executed this Easement Agreement as of the day and year first above written.

WITNESSES:

Julie Stombe
D.B. Wagner

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

M.R. Gagne
M.R. Gagne, President

PROVINCE ONTARIO
STATE OF FLORIDA
YORK
COUNTY OF PALM BEACH

BEFORE ME, a Notary Public duly authorized in the County and State aforesaid to administer oaths and take acknowledgments, personally appeared M.R. GAGNE, as President of ODYSSEY DEVELOPMENT CORPORATION, a Delaware corporation, d/b/a ODYSSEY DEVELOPMENT CORPORATION OF FLORIDA, to me known to be the person described in and who executed the foregoing Agreement, and he acknowledged before me that executed the foregoing Agreement in behalf of said corporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, this 22 day of April, 1986

Notary Public, State of Florida

My commission expires: lifetime

EXHIBIT E

OR 863 PG 1941

DECLARATION OF RESTRICTIONS

SUBMERGED LAND LEASE

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LAND LEASE

NO. 080540915

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Lessor, hereinafter referred to as the Board, pursuant to action on February 19, 1985

WITNESSETH: That for and in consideration of payment of the annual lease fee hereinafter provided, and the faithful and timely performance of and compliance with the other terms and conditions stated herein, the Board does hereby lease to Odyssey Development Corporation, hereinafter designated as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section(s) 06, Township 41 South, Range 20 East, in Gottfried Creek, Charlotte County, more particularly described and shown on Attachment(s) A, dated December 20, 1984.

TO HAVE THE USE OF the hereinabove described premises for a period of five years from February 19, 1985, the effective date of this lease. The terms and conditions on and for which this lease is granted, including any special terms and conditions, as listed on Attachment(s) B, are as follows:

1. The Lessee is hereby authorized to construct and operate exclusively a docking facility and boat ramp, without fueling facilities, without sewage pumpout facilities, and without liveaboards, as shown in Attachment(s) C, the Department of Environmental Regulation Permit No. 080540915, dated January 4, 1985.

2. The Lessee hereby agrees to pay an initial annual lease fee, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, of \$1,242.02 for the use of 14,702 square feet, more or less, of sovereignty lands, as required by Section 160-21.11, F.A.C. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 160-21.11, F.A.C. The Lessee will be notified in writing, in advance, of the amount and due date of the annual payment. The lease fee shall be remitted annually to the Department of Natural Resources as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires. The lease fee shall be automatically adjusted by the Lessor upon adoption of a rule revising the lease fee, and the revised fee, once adopted, shall be due on the next annual payment date and for the remaining term of this lease until further adjustments are adopted or termination of this lease.

3. The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees or other charges due hereunder which are not paid within 30 days of their due dates.

4. The Lessee, in accepting this lease, does hereby agree that no claim of title or interest to said lands hereinbefore described shall be made by reason of the occupancy or use thereof; that all title and interest to said land hereinbefore described are vested in the Board.

5. THE LEASE GRANTED TO THE NAMED LESSEE SHALL NOT BE TRANSFERRED WITHOUT PRIOR CONSENT OF THE BOARD.

6. This lease is given to the Lessee to use or occupy the leased premises for those purposes specified herein, and the Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified, nor shall he knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

7. The Lessee agrees to maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The Lessee agrees that the leased premises are subject to inspection by the Lessor or its designated agent at any reasonable time.

8. Within 10 days following completion of the approved facility, the Lessee shall submit to the Lessor an affidavit signed by a person properly certified by the Florida Board of Professional Land Surveyors, verifying that all portions of the facility are entirely within the area covered by this lease, and that the configuration is consistent with Attachment(s) A.

9. The Lessee hereby covenants and agrees to investigate all claims of every nature at its expense, and to indemnify, defend and hold and save harmless the Board of Trustees of the Internal Improvement Trust Fund and/or the State of Florida from all claims, actions, lawsuits and demands arising out of this agreement, to the extent allowed by law.

10. The Lessee shall be allowed a 30-day grace period after expiration of this lease to apply for a renewal.

11. The Lessee agrees that upon expiration or cancellation of this lease, unless renewed, all permission granted to use, occupy and operate the facility, as described in item 1 of this lease, upon the hereinabove described lands shall cease and terminate.

12. Renewal of this lease is at the sole option of the Board of Trustees or its legally designated agent. Such renewal is subject to the terms, conditions and provisions of current management standards and applicable laws, rules and regulations in effect at that time. If the Lessee fails to apply for a renewal within the grace period, or in the event the Board does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at his expense.

13. If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises within 180 days after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Board, and the Board may authorize removal and may sell such forfeited structures and equipment after 10 days written notice by certified mail addressed to the Lessee.

14. Any costs incurred by the Board in removal of said structures and equipment shall be paid for from the proceeds of sale of such structures and equipment. If funds derived from the sale of structures and equipment are insufficient to pay removal costs, the Board shall have, and is hereby granted, a lien upon the interest of the Lessee in its uplands enforceable in summary proceedings as by Law provided.

15. No failure, or successive failures, on the part of the Board to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Board to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. That the Lessee, by acceptance of this lease, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, this lease may be terminated by the Board after notice in writing by certified mail to the Lessee. Upon receipt of such notice the Lessee shall undertake to correct such noncompliance(s) or violation(s) for which the Board has given notice within thirty (30) days of receipt of the notice or the Board, at its option, shall be entitled to cancel this lease and, if cancelled, all of the above-described parcel of land shall revert to the Board. All costs, including attorneys' fees, incurred by the Board to enforce this provision shall be paid by the Lessee.

OR 863 PG 1944

17. The Lessee agrees to assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

18. The State Lands Administrator, Submerged Lands Section, Bureau of State Lands Management shall be the Contract Manager.

IN TESTIMONY WHEREOF, the legally designated agent of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, has hereunto subscribed his name and has caused the official seal of the Board to be hereunto affixed, in the City of Tallahassee, on this 30 day of April, A.D., 1985.

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

(SEAL)
Board of Trustees
of the Internal
Improvement Trust
Fund of the State
of Florida

By [Signature]
DIRECTOR, DIVISION OF STATE LANDS
AGENT FOR THE BOARD OF TRUSTEES
OF THE INTERNAL IMPROVEMENT TRUST
FUND

APPROVED AS TO FORM AND LEGALITY

[Signature]
DNR Attorney

[Signature]
DNR Contract Manager

[Signature]
DNR Contract Administrator

TO BE COMPLETED BY LESSEE OR DESIGNATED AGENT

Accepted this 13th day of March, 1985.
ODYSSEY DEVELOPMENT CORPORATION
[Signature]
Lessee President.

STATE OF FLORIDA
COUNTY OF Broward

Before me personally appeared [Signature]
to me well known and known to me to be the person who executed the foregoing
instrument, and acknowledged to and before me that I executed said
instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 13th day of
A.D., 1985.

[Signature]
Notary Public
State of Florida at Large

Notary Public, State of Florida
My Commission Expires March 19, 1988
My Commission Expires: [Signature]
Bonded thru Troy Fain - Insurance, Inc.

MAR 25 1985

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

OR 863 PG 1946

SOVEREIGNTY SUBMERGED LAND LEASE

NO. 080540915, Special Terms and Conditions

1. The lessee shall provide Coast Guard approved navigation lighting at both ends of the marginal docking facility.
2. The lessee will allow only temporary mooring of boats less than 20 feet in length.

Attachment B

Page 5 of 19 Pages

Sovereignty Submerged Land Lease No. 080540915

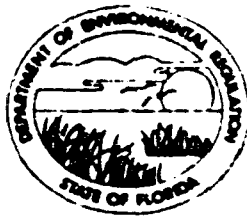
MAR 25 1965

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL REGULATION

CH Eric
has
file

SOUTH FLORIDA
BRANCH OFFICE

7451 GOLF COURSE BOULEVARD
PUNTA GORDA, FLORIDA 33950-9359



BOB GRAHAM
GOVERNOR

VICTORIA J. TSCHINKEL
SECRETARY

OR 863 PG 1947

PERMITTEE: Odyssey Development Corp.
c/o James R. Kennedy, P.A.
6027 - 17th Street, East
Bradenton, FL 33508

PERMIT/CERTIFICATION:
NO. 080540915

DATE OF ISSUE: January 4, 1985

EXPIRATION DATE: October 15, 1987

COUNTY: Charlotte

LATITUDE/LONGITUDE:
26° 56' 17"N
82° 20' 45"W

SECTION/TOWNSHIP/RANGE:
06 41S 20E

PROJECT: Docking Facilities

This permit is issued under the provisions of Chapter(s) 253 & 403, Florida Statutes, and Florida Administrative Code Rule(s) 17-3 & 17-4. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawings(s), plans, and other documents attached hereto or on file with the department and made a part hereof and specifically described as follows:

to construct approximately 2,730 square feet of dockage consisting of a 6' wide X 455' dock located approximately 25' waterward of the top of the bank; to construct a 15' wide X 40' long boat ramp requiring the excavation of 50 cubic yards of sediment, 25 cubic yards waterward of MHW, in Gottfried Creek (Class III Waters), a natural navigable waterbody in Section 6, Township 41S, Range 20E, Charlotte County.

DER Form 17-1.201(5)
Effective November 30, 1982

Page 1 of 6

Protecting Florida and Your Quality of Life

ATTACHMENT(S) C
PAGE 6 OF 19 PAGES
SLL No. 080540915

MAR 25 1985

PERMITTEE: Odyssey Development Corp.

PERMIT/CERTIFICATION
NO. 080540915

DATE OF ISSUE: January 4, 1985

EXPIRATION DATE: October 15, 1987

1. The terms, conditions, requirements, limitations, and restrictions set forth herein are "Permit Conditions" and as such are binding upon the permittee and enforceable pursuant to the authority of Section 403.161, 403.727, or 403.859 through 403.861, Florida Statutes. The permittee is hereby placed on notice that the department will review this permit periodically and may initiate enforcement action for any violation of the "Permit Conditions" by the permittee, its agents, employees, servants or representatives.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the department.

3. As provided in Subsections 403.087(6) and 403.722(5), Florida Statutes, the issuance of this permit does not convey any vested rights or any exclusive privileges. Nor does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations. This permit does not constitute a waiver of or approval of any other department permit that may be required for other aspects of the total project which are not addressed in the permit.

4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgement of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the state. Only the Trustees of the Internal Improvement Trust Fund may express state opinion as to title.

5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, plant or aquatic life or property and penalties therefor caused by the construction or operation of this permitted source, nor does it allow the permittee to cause pollution in contravention of Florida Statutes and department rules, unless specifically authorized by an order from the department.

6. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed or used by the permittee to achieve compliance with the conditions of this permit, as required by department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by department rules.

DER Form 17-1.201(5)
Effective November 30, 1982

Page 2 of 6

OR 863 PG 1948

ATTACHMENT(S) C
PAGE 7 OF 19 PAGES
SSLL No. 080540915

MAR 25 1985

PERMITTEE: Odyssey Development Corp.

PERMIT/CERTIFICATION
NO. 080540915

DATE OF ISSUE: January 4, 1985

EXPIRATION DATE: October 15, 1987

7. The permittee, by accepting this permit, specifically agrees to allow authorized department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

- a. Having access to and copying any records that must be kept under the conditions of the permit;
- b. Inspecting the facility, equipment, practices, or operations regulated or required under this permit; and
- c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with this permit or department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately notify and provide the department with the following information:

- a. a description of and cause of non-compliance; and
- b. the period of noncompliance, including exact dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the non-compliance.

The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the department for penalties or revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, which are submitted to the department, may be used by the department as evidence in any enforcement case arising under the Florida Statutes or department rules, except where such use is proscribed by Sections 403.73 and 403.111, Florida Statutes.

10. The permittee agrees to comply with changes in department rules and Florida Statutes after a reasonable time for compliance, provided however, the permittee does not waive any other rights granted by Florida Statutes or department rules.

11. This permit is transferable only upon department approval in accordance with Florida Administrative Code Rules 17-4.12 and 17-30.30, as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the department.

DER Form 17-1.201.(5)
Effective November 30, 1982

Page 3 of 6

ATTACHMENT(S) C
PAGE 8 OF 19 PAGES
SSLL No. 080540915

OR 863 PG 1949

PERMITTEE: Odyssey Development Corp.

PERMIT/CERTIFICATION
NO. 080540915

DATE OF ISSUE: January 4, 1985

EXPIRATION DATE: October 15, 1987

12. This permit is required to be kept at the work site of the permitted activity during the entire period of construction or operation.

13. This permit also constitutes:

- () Determination of Best Available Control Technology (BACT)
- () Determination of Prevention of Significant Deterioration (PSD)
- (X) Certification of Compliance with State Water Quality Standards (Section 401, PL 92-500)
- () Compliance with New Source Performance Standards

14. The permittee shall comply with the following monitoring and record keeping requirements:

a. Upon Request, the permittee shall furnish all records and plans required under department rules. The retention period for all records will be extended automatically, unless otherwise stipulated by the department, during the course of any unresolved enforcement action.

b. The permittee shall retain at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation), copies of all reports required by this permit, and records of all data used to complete the application for this permit. The time period of retention shall be at least three years from the date of the sample, measurement, report or application unless otherwise specified by department rule.

c. Records of monitoring information shall include:

- the date, exact place, and time of sampling or measurements;
- the person responsible for performing the sampling or measurements;
- the date(s) analyses were performed;
- the person responsible for performing the analyses;
- the analytical techniques or methods used; and
- the results of such analyses.

15. When requested by the department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware that relevant facts were not submitted or were incorrect in the permit application or in any report to the department, such facts or information shall be submitted or corrected promptly.

DER Form 17-1.201(5)
Effective November 30, 1982

Page 4 of 6

ATTACHMENT(S) C
PAGE 9 OF 19 PAGES
SSLL No. 080540915

MAR 25 1985

OR 863 PG 1950

PERMITTEE: Odyssey Development Corp.

PERMIT/CERTIFICATION
NO. 080540915

DATE OF ISSUE: January 4, 1985

EXPIRATION DATE: October 15, 1987

SPECIFIC CONDITIONS:

OR 863 PG 1951

1. The permittee is hereby advised that Florida law states:
"No person shall commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund or the Department of Natural Resources under Chapter 253, until such person has received from the Board of Trustees of the Internal Improvement Trust Fund the required lease, license, easement, or other form of consent authorizing the proposed use." If such work is done without consent, a fine for each offense in an amount of up to \$10,000 may be imposed.
2. Turbidity screens shall be utilized and properly maintained during the permitted construction and shall remain in place until any generated turbidity subsides.
3. No live-aboard boats shall be allowed.
4. No fuel facilities nor storage shall be allowed at the project.
5. No sewage facilities shall be permitted at the project.
6. The limits of the proposed project shall be staked for approval by a Department of Environmental Regulation field inspector prior to commencement of construction.
7. The dock shall be adequately lighted at all times after dark.
8. There shall be no cutting, trimming, nor removal of mangroves during or after construction except where approved by the Punta Gorda DER office.
9. Construction equipment and barges shall not be allowed to cause prop dredging or to create a navigational hindrance in Gottfried Creek.
10. Signs shall be erected at several locations along the dock indicating that mooring of boats in excess of 20' in length is prohibited. Potential buyers of condominiums in the development shall be informed of this restriction in advance of purchase.

DER Form 17-1.201(5)
Effective November 30, 1982

Page 5 of 6

ATTACHMENT(S) C
PAGE 10 OF 19 PAGES
SSLL No. 080540915

PERMITTEE: Odyssey Development Corp.

PERMIT/CERTIFICATION
NO. 080540915

DATE OF ISSUE: January 4, 1985

EXPIRATION DATE: October 15, 1987

SPECIFIC CONDITIONS continued:

OR 863 PG 1952

11. The project shall comply with applicable State Water Quality Standards, namely:

17-3.051 - Minimum Criteria for All Waters at All Times and All Places.

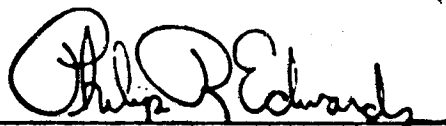
17-3.061 - Surface Waters: General Criteria

17-3.121 - Criteria - Class III Waters - Recreation, Propagation and Management of Fish and Wildlife: Surface Waters.

Issued this 4th day of January 1985

Eight Pages Attached

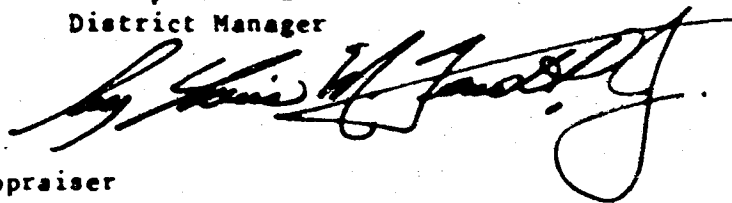
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL REGULATION



Philip R. Edwards
District Manager

PRE/vp

cc: USACOE
Florida Marine Patrol
Charlotte Co. Property Appraiser
Charles Horne, DNR



DER Form 17-1.201(5)
Effective November 30, 1982

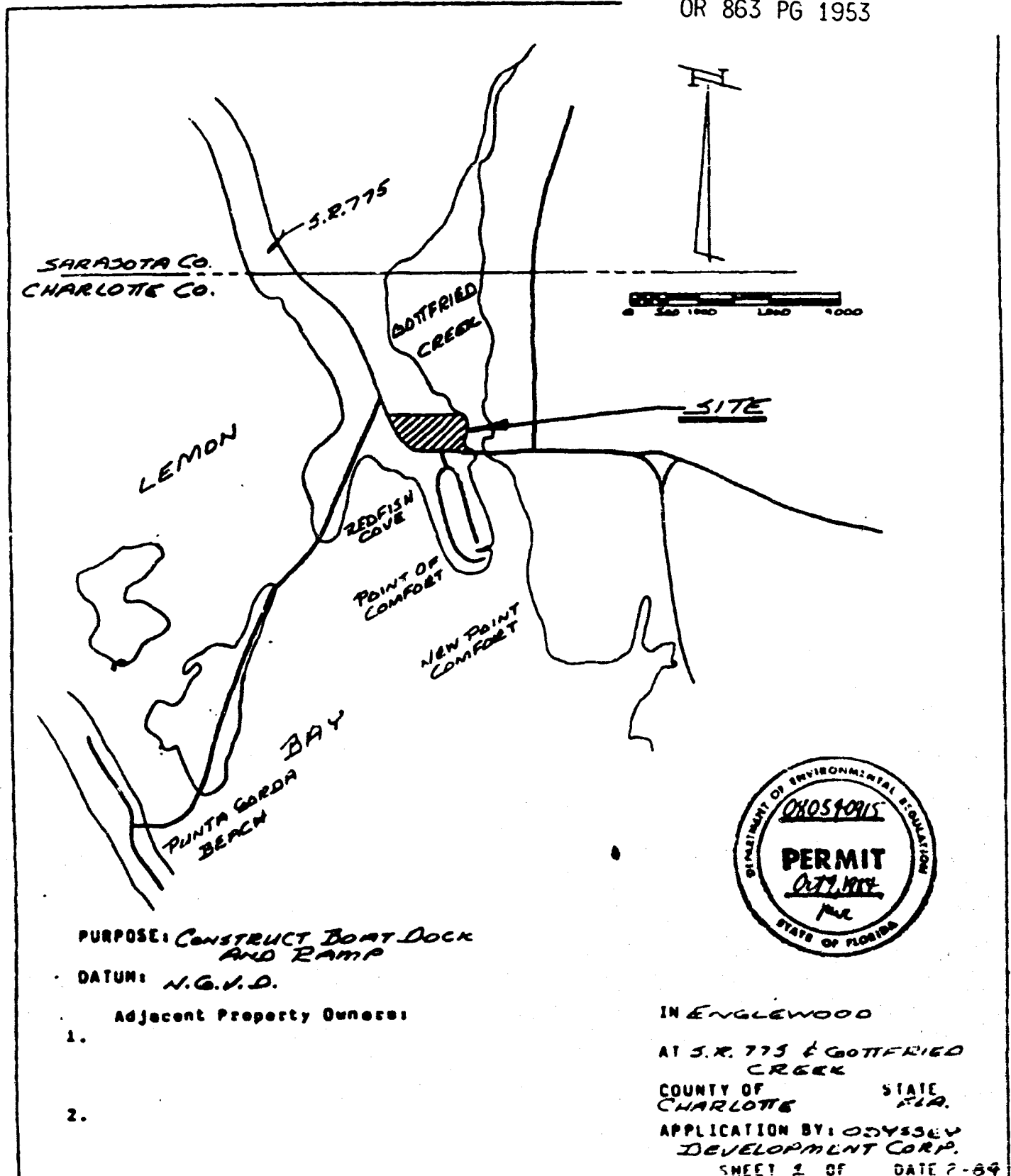
Page 6 of 6

ATTACHMENT(S) C
PAGE 11 OF 19 PAGES
SSLL No. 080540915

Mar 2 1985

DRAWING SHEET

OR 863 PG 1953



PURPOSE: CONSTRUCT BOAT DOCK AND RAMP

DATUM: N.G.V.D.

Adjacent Property Owners:

- 1.
- 2.

IN ENGLEWOOD

AT S.R. 775 & GOTTFRIED CREEK

COUNTY OF CHARLOTTE STATE FLA.

APPLICATION BY: ODYSSEY DEVELOPMENT CORP.

SHEET 2 OF DATE 7-84

DER Form 17-1.203(1) Effective November 30, 1982

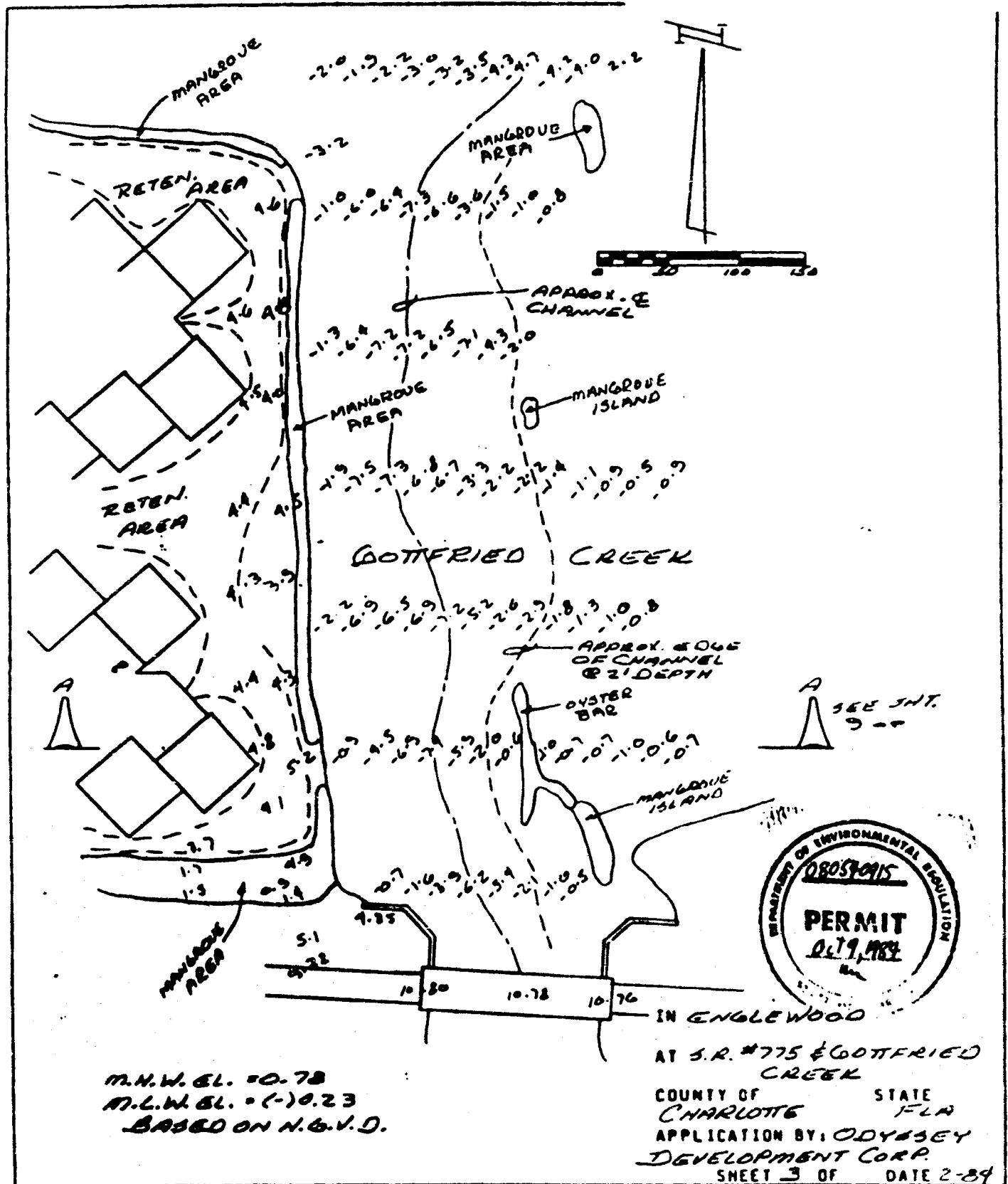
James R. Finley

ATTACHMENT(S) C

PAGE 12 OF 19 PAGES

SSL No. 080540915

MAR 25 1985

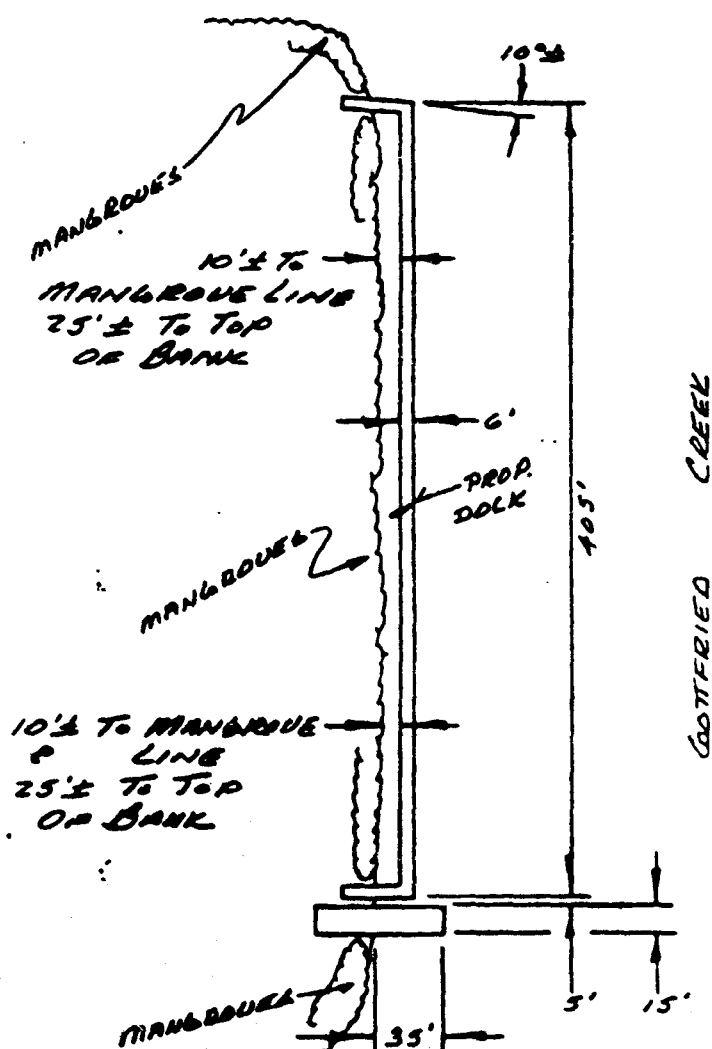


DER Form 17-1.203(1) Effective November 30, 1982

James G. Kennedy

ATTACHMENT(S) C
PAGE 13 OF 19 PAGES
SSLL No. 080540915

MAR 25 1985



NOTE: LANDWARD EDGE OF DOCK TO BE STAKED FIELD INSPECTED, AND APPROVED BY D.E.R. AT LEAST 72 HRS. PRIOR TO START OF CONSTRUCTION.

IN ENGLEWOOD
AT S.R. #775 & GOTTFRIED
CREEK

COUNTY OF CHARLOTTE, FLORIDA
APPLICATION BY ODYSSEY
DEVELOPMENT CORP.
SHEET 4A OF 10 DATE 8/84

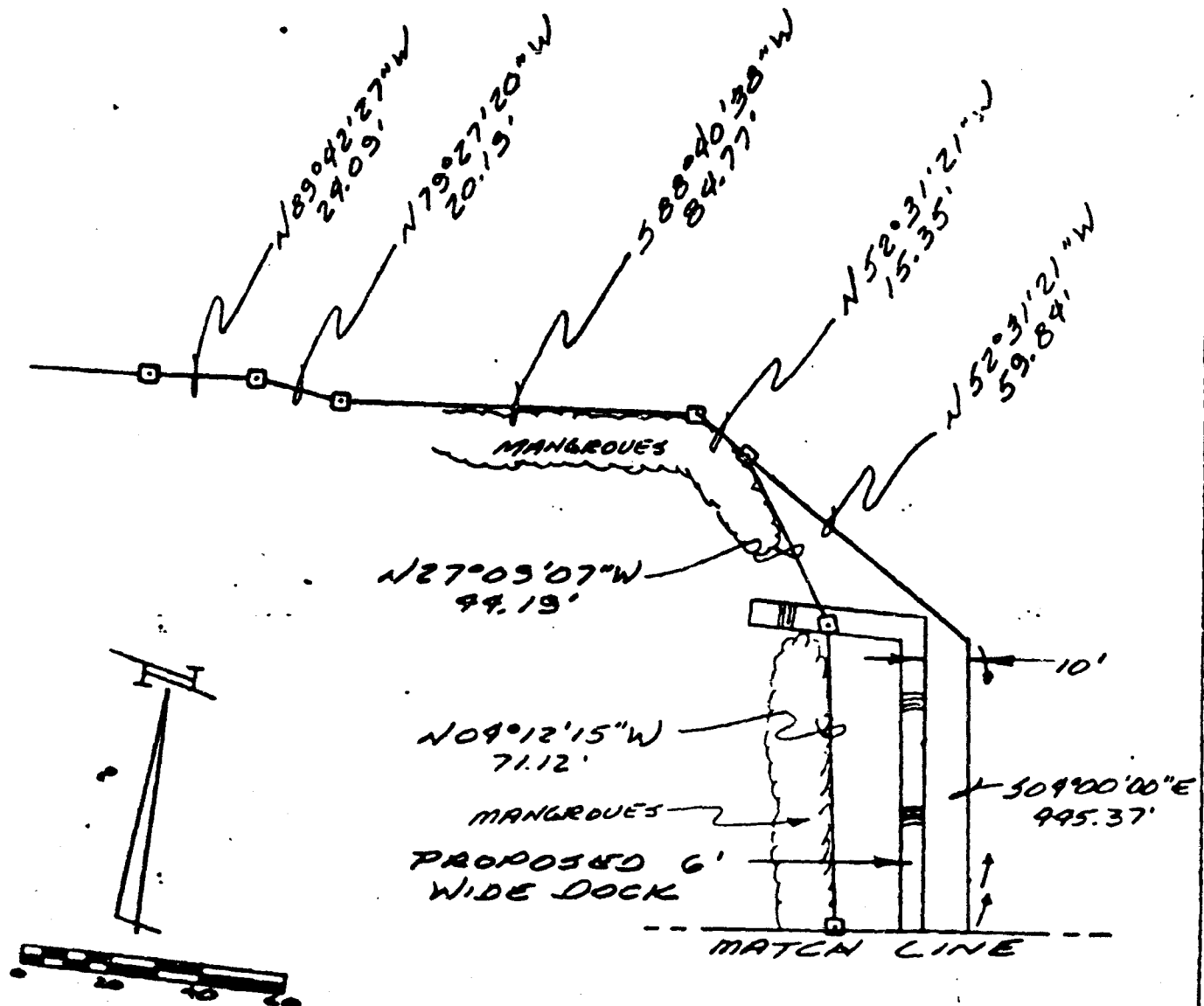
REV. 8/10/84 GCD

DER Form 17-1.203(1) Effective November 30, 1982

James

ATTACHMENT(S) C
PAGE 14 OF 19 PAGES
SSLL No. 080540915

MAR 25 1985



IN ENGLEWOOD

AT J.E. #775 & GOTTFRIED CREEK

COUNTY OF CHARLOTTE FLA.

APPLICATION BY ODYSSEY DEVELOPMENT CORP.

SHEET 6 OF 10 DATE 2-84

REV. 6-15-81 GCN

REV. 6-11-84 GCN

DER Form 17-1.203(1) Effective November 30, 1982

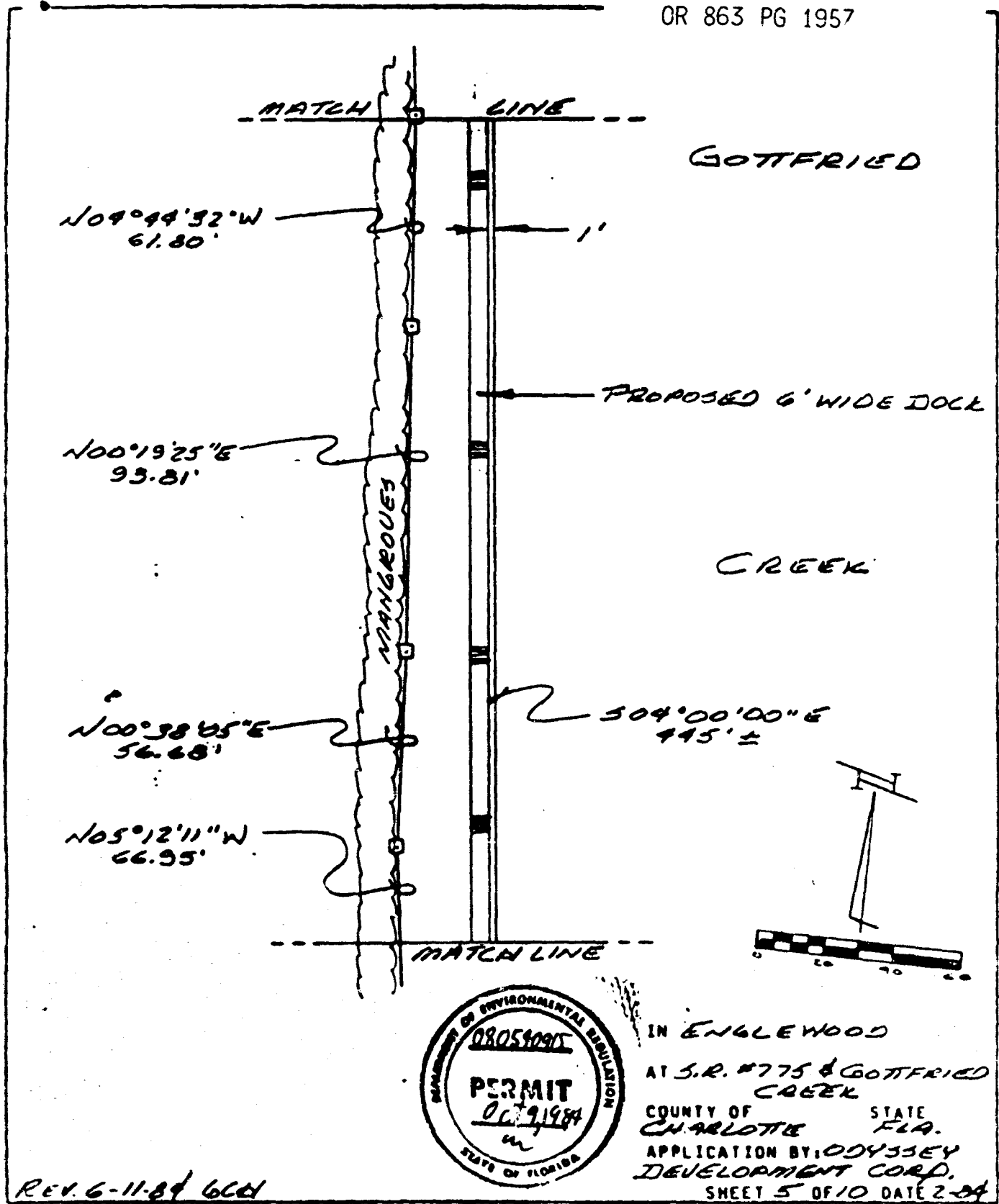
June 8, 1981

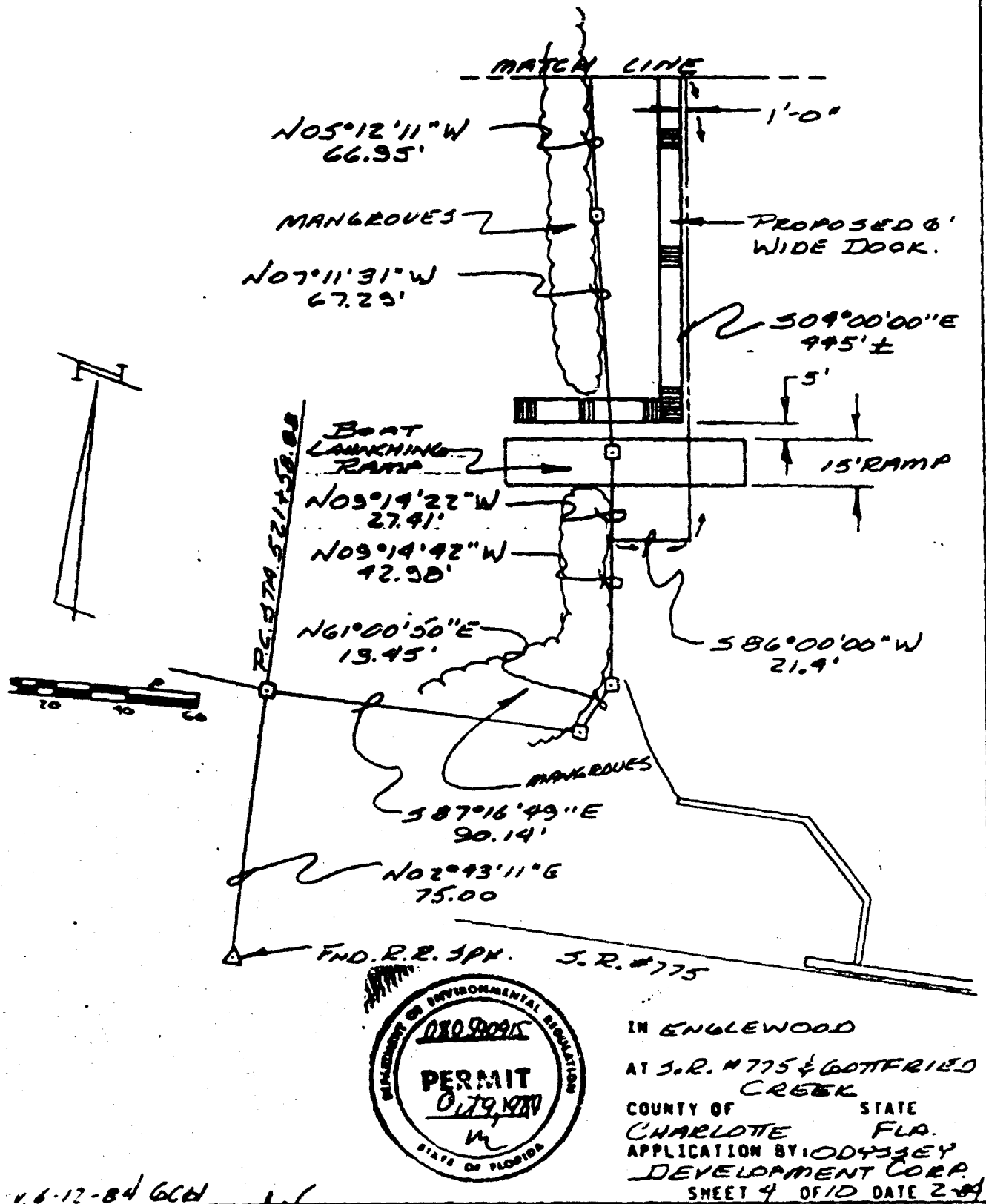
ATTACHMENT(S) C

PAGE 15 OF 19 PAGES

SSL No. 080540915

MAR 28 1985





1.6-12-84 GCH
Form 17-1.203(1) Effective November 30, 1982

ATTACHMENT(S) C
PAGE 17 OF 19 PAGES
ESLL No. 080540915



ATTACHMENT(S) C
PAGE 18 OF 19 PAGES
SSLL No. 080540915

EXHIBIT F

OR 863 PG 1961

EASEMENTS DEDICATED

LEMON BAY BREEZES

CONDOMINIUM
SECTION 8, TOWNSHIP 41 S., RANGE 20 E.
COUNTY OF CHARLOTTE, STATE OF FLORIDA

