

Association believes this set of condominium  
ments to be complete. However, the Association  
not performed a search of the public records and  
before disclaims any liability if the documents are  
imprecise, or inaccurate. You should seek the  
services of an attorney, or title company for  
the purpose of locating pertinent documents recorded  
in the public records."

OFF.  
REC. 829 PC 24

DECLARATION OF CONDOMINIUM

of

GULF 'n BAY APARTMENTS

363615

KNOW ALL MEN BY THESE PRESENTS, that GULF 'n BAY APARTMENTS,  
a Florida corporation, hereinafter called Developer, does hereby  
submit to condominium ownership pursuant to Chapter 711, Florida  
Statutes, 1967, as amended, the following described land and improve-  
ments thereon and all improvements hereafter erected thereon,  
and all equipment, furnishings and fixtures owned by Developer  
therein, situate, lying and being in the City of Venice and County  
of Sarasota, State of Florida, to wit:

SEE SCHEDULE 1 ATTACHED HERETO

and that said property shall hereafter be subject to the following  
provisions, restrictions, reservations, covenants, conditions and  
easements:

1. THE CONDOMINIUM ACT. Chapter 711, Florida Statutes, 1967  
as may be amended from time to time is incorporated herein by  
reference, and all provisions thereof shall apply to this condominium  
to the extent that said statute is not inconsistent with the provi-  
sions contained in this Declaration.
2. NAME. The name by which this condominium shall be known and  
identified is GULF 'n BAY APARTMENTS, a condominium.
3. SURVEY AND FLOOR PLAN. A survey of said land and plot plan  
locating the improvements thereon and identifying each condominium  
unit and the common elements and their relative locations and approxi-  
mate dimensions are attached hereto as Exhibit "A" and are recorded  
in Condominium Book 3, at pages 44, 44A + 44B, Public Records  
of Sarasota County, Florida. The locations, dimensions, descriptions,  
identification and numbering or lettering of the respective condominium  
units shall be as described in Exhibit "A" and any subsequent amend-  
ments thereto as hereinafter provided. A unit shall consist of the  
space defined in Exhibit "A". In the event that the actual physical

location of any unit at any time does not precisely coincide with Exhibit "A" and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in Exhibit "A" and subsequent amendments. In the event of a total or substantial destruction of the building, the locations, dimensions and descriptions of the respective units as contained in Exhibit "A" and subsequent amendments will then control. By acceptance of a deed to any condominium unit, the respective grantees agree for themselves, their heirs, successors and assigns and the holders of any mortgages, liens or other interests in or to any unit agree that Developer shall have the right to amend this Declaration and the condominium plat as may be necessary or desirable from time to time to identify, locate and dimension any units which are not completed at the date of this Declaration. Such amendments shall be executed by the Developer and the joinder or further consent of individual unit owners or holders of recorded liens or other interests therein or thereon shall not be required. Amendments shall take effect immediately upon recordation in the Public Records of Sarasota County, Florida.

4. PERCENTAGE OF OWNERSHIP AND SHARING COMMON EXPENSES. The percentage of ownership and the undivided shares of the respective condominium units in the common elements, and the manner of sharing common expenses and owning common surplus shall be as follows:

All units shall share equally.

5. COMMON ELEMENTS. Any right, title or interest in a condominium unit shall automatically carry with it as an appurtenance, without the necessity of specific reference thereto, its respective undivided share of the common elements and a right to use the common elements in conjunction with the owners of the other condominium units. The common elements shall include but not be limited to:

- (a) All of the above-described land;
- (b) All improvements and parts thereof which are not included within the condominium units;
- (c) Easements through condominium units for conduits, ducts, plumbing, wiring and other facilities for furnishing the

utility services to the various condominium units and the common elements;

(d) All structural beams, posts and members within a unit, and an easement of support in every portion of a unit which contributes to the support of the building;

(e) Any utility areas and installations and all utility services which are available to more than one unit or to the common elements;

(f) All planters (outside of units) and planting areas, lawns, trees, grass and shrubs;

(g) All parking areas, driveways, sidewalks, stairways, hallways, elevators and other means of ingress and egress;

(h) All community areas and recreation facilities and equipment;

(i) All electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication system, and all other ducts, conduits, cables, wire or pipe, within the common elements and up to the unfinished surface of the unit wall; and

(j) All tangible personal property required for the maintenance and operation of the condominium for the common use and enjoyment of the unit owners; and

(k) Such alterations, additions and further improvements to the common elements as may be authorized by majority vote of the unit owners, the cost of which shall be assessed as a common expense against all units except those owned by institutional first mortgagees who do not approve.

(l) Boat docking spaces which shall be regulated, controlled and assigned by the Board of Directors of the Association, including such charges for the use thereof as the Board of Directors may deem appropriate from time to time.

The unit owners in the aggregate shall be entitled to equal and full

use and enjoyment of all the common elements except as they may be restricted by regulations duly adopted by the Association board of directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit owners.

6. LIMITED COMMON ELEMENTS. The use and enjoyment of the following common elements shall be limited to the unit owners indicated:

(a) Each unit shall have the exclusive use of the storage room and one or more automobile parking spaces which shall be controlled and may be assigned by the Board of Directors of the Association from time to time.

7. ASSOCIATION. The corporation which will be responsible for the operation of the condominium will be an incorporated association known as GULF 'n BAY CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, herein referred to as the Association. All persons owning a vested present interest in the fee title to any of the condominium units, which interest is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. All of the affairs and property of the condominium and of the Association shall be controlled by the officers and board of directors of the Association. A copy of the Articles of Incorporation which has been filed with and certified by the Secretary of State of Florida is attached hereto and marked Exhibit "B". The Bylaws governing the operation of the condominium and of the Association are attached hereto and marked Exhibit "C". The Association shall have all of the rights and powers provided by the Condominium Act, the corporations statutes, the Articles of Incorporation, the Bylaws and this Declaration.

8. VOTING RIGHTS. Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of joint ownership of a condominium unit, the vote to which that unit is entitled shall be apportioned among the owners as their interest may appear, or may be

exercised by one of such joint owners by written agreement of the remainder of such joint ownership.

9. COMMON EXPENSES. The common expenses shall include:

(a) The cost of operation, maintenance, repair and replacement of the common elements;

(b) Fire and other casualty and liability insurance as provided herein;

(c) Costs of management of the condominium, administrative costs of the Association including professional fees and expenses;

(d) Costs of water, electricity and other utilities which are not metered to the individual condominium units;

(e) Labor, material and supplies used in conjunction with the common elements;

(f) The cost of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the common elements for the benefit of all the members upon a vote of the majority of the unit owners; provided that any institutional first mortgagee holding title to a unit through foreclosure or conveyance in lieu of foreclosure shall not have to participate in such of the foregoing costs as are incurred without its written consent.

(g) The rental payments and other obligations incurred by the Association under the 99-year Recreation Area Leasehold Agreement more particularly described herein.

(h) Damages to the condominium property in excess of insurance coverage;

(i) Salary of a resident manager, if deemed desirable by the membership, and his assistants and agents and expenses duly incurred in the management of the condominium property; and

(j) All other costs and expenses that may be duly incurred by the Association through its board of directors from time to time in operating, protecting, managing and conserving the condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, or the Bylaws.

10. MAINTENANCE, REPAIR AND REPLACEMENT.

A. BY THE ASSOCIATION. The Association shall maintain, repair and replace as part of the common expense all of the common elements and limited common elements as defined herein. The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the common elements or to another unit.

B. BY THE UNIT OWNERS. Each unit owner shall maintain, repair and replace everything within the confines of his unit which is not part of the common elements or limited common elements as defined herein, including but not limited to:

(a) Paint, finish, covering, wallpaper and decoration of all walls, floors and ceilings;

(b) All built-in shelves, cabinets, counter, storage areas, and closets;

(c) All mechanical, ventilating, heating and air conditioning equipment serving the individual condominium unit (whether located within the boundaries of the respective unit or not); any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus; and all plumbing fixtures, equipment and apparatus wholly within a unit;

(d) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits within the unit from the surface of the unit boundary wall inward toward the interior of the unit.

(e) All interior doors, walls, partitions, and room dividers;

(f) All furniture, furnishings and personal property contained within a unit;

(g) All exterior windows, doors and screening shall

be maintained in such manner as to preserve a uniform appearance to the exterior of the building.

In the event an owner fails to properly maintain and repair his unit, the Association, at the discretion of the board of directors, may make such repairs as the board may deem necessary and the cost thereof shall be assessed against such defaulting unit owner. The Association shall have a lien against a unit for the cost of any repairs it shall make thereto, and to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the rate of 10% per annum and reasonable attorneys' fees incurred by the Association in the collection thereof.

11. INSURANCE, DESTRUCTION AND RECONSTRUCTION. The Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire condominium property, including the common elements and the respective units and personal property of the Association, for the full replacement value thereof. The premium for such insurance coverage shall be paid by the Association as part of the common expenses. The Association board of directors shall have full authority to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be paid by the Association and the institutional first mortgagees shall be furnished mortgagee endorsements covering their respective interests. Each unit owner shall be responsible for insuring the contents of his unit which belong to him, any improvements made by him within his unit, and any portions of his unit for which he has the responsibility of maintenance, repair and replacement as provided herein.

In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association treasurer and immediately be paid over to a banking corporation in Sarasota County, Florida, having trust powers and selected by the board of directors, to be held by such bank in trust to be used for the immediate repair and reconstruction of the damaged improvements under the supervision

and control of said trustee. In the event said proceeds are not sufficient to pay the cost of such reconstruction and the trustee's costs and reasonable fees, the Association shall pay over sufficient additional funds to said trustee as a part of the common expenses of the Association. In the event the board of directors determines that such casualty loss was proximately caused by the negligence of the occupant of any unit, the owner of said unit may be assessed a sum sufficient to reimburse the Association for the deficiency in insurance proceeds and the Association shall have a lien for such amount, plus interest at the rate of 10% per annum from the date of such assessment, and reasonable attorneys' fees, to the same extent that it has a lien for any unpaid assessments under the Condominium Act. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event such proceeds are less than \$10,000, they need not be placed in trust but may be applied directly by the board of directors for the above purposes.

In the event of a total or substantial destruction of the condominium improvements, the improvements shall be restored as above provided unless two-thirds (2/3) of the voting rights of the Association vote to terminate the condominium. In the event the condominium is to be terminated, then all owners of units will immediately convey all their right, title and interest to their respective units to the bank trustee in Sarasota County selected by the board of directors, to be held by such trustee in trust. The recording of each such conveyance to trustee in the public records of Sarasota County will have the immediate effect of releasing all liens upon the respective unit and shall cause their instantaneous transfer to that unit owner's share of the common surplus to be subsequently distributed by trustee as provided herein. Said trustee shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which may remain after the Association pays its liabilities, and shall effect a public or private sale of the condominium property, by whatever means it deems best, for the highest and best price, for cash or terms, as soon as practicable consistent



with market conditions. After conveyance of title to the purchaser free and clear of all liens and encumbrances and after payment of reasonable trustee's fees and costs reasonably incurred, trustee shall apportion the remaining funds in its hands among the units in accordance with their respective percentage of ownership of the common surplus as herein provided. Trustee shall distribute each unit's share of said funds jointly to the record title owners of each unit and the record owners of any mortgages or other liens encumbering such unit at the time of the recording of its conveyance to the trustee by the unit owner. All mortgage and other liens upon the respective units shall be fully released and discharged as provided herein even though the share of a particular unit in the common surplus is insufficient to pay all liens in full; in such event the lienholders having record priority shall have priority of payment of the unit's share of the common surplus. Nothing herein provided shall in any way relieve the unit owner of his personal liability for any deficiency, which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustee. Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage and perfection of their liens.

12. LIABILITY INSURANCE. The Association shall obtain and maintain public liability insurance covering all of the common elements and insuring the Association and the unit owners as their interests may appear in such amount as the board of directors may deem appropriate. The premiums for such insurance coverage shall be a part of the common expenses. The board of directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. Nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which

may occur in and about his particular unit, as he may deem appropriate.

13. RESTRICTIONS UPON USE. No owner, tenant or other occupant of a condominium unit shall:

(a) Use the unit for other than single family residence purposes.

(b) Paint any exterior wall, door, window, patio, or any exterior surface, plant any plantings outside of a unit, erect any exterior lights or signs, place any signs in windows, erect or attach any structures or fixtures within the common elements, nor make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements, without the prior written consent of the Association board of directors. An owner may fasten light fixtures, shelving, pictures, mirrors, objets d'art, curtain rods and similar household items to the walls of a unit provided they may be removed without substantial damage to the wall structure.

(c) Permit loud and objectionable noises or obnoxious odors to emanate from the unit which may cause a nuisance to the occupants of other units.

(d) Make any use of a unit which violates any laws, ordinances and regulations of any governmental body.

(e) Fail to conform to and abide by the Bylaws and the uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the board of directors. The board of directors or its designated agent shall have the right to enter any condominium unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the Bylaws and regulations of the Association.

(f) Erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the common elements, except with the written consent of the Association board of directors.

(g) Permit or suffer anything to be done or kept in his condominium unit which will increase insurance rates on any unit or

on the common property.

(h) Commit or permit any nuisance, immoral, or illegal act in his unit or in or on the common elements.

(i) Lease less than an entire unit and shall not lease an entire unit for a period of less than one (1) week.

(j) Divide or subdivide a unit for purpose of sale or lease except to the owner of an adjacent unit. A unit may be combined with an adjacent unit and occupied as one unit.

(k) Obstruct the common way of ingress or egress to the other units or the common elements.

(l) Fail to abide by and comply with the terms and covenants of the 99-year Lease Agreement more particularly described herein.

(m) Hang any laundry or garments which are visible outside of the unit.

(n) Allow anything to remain in the hallways or other common areas of travel which would be unsightly or hazardous.

(o) Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each unit and the common elements shall at all times be kept in a clean and sanitary condition.

(p) Allow any fire or health hazard to exist.

(q) Make use of the common elements in such a manner as to abridge the equal rights of the other unit owners to their use and enjoyment.

14. SALE, TRANSFER, LEASE OR OCCUPATION OF UNIT. In recognition of the close proximity of the units and the compact living conditions which exist in similar apartment projects, the mutual utilization and sharing of the common elements and common recreational facilities, and the compatibility and congeniality which must exist between the unit owners and occupants in order to make an

undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the board of directors of the Association, or its duly authorized officers, agent or committee, to approve in writing all sales, transfers, leases or occupation of a unit before such sale, transfer, lease or occupation shall be valid and effective. Such approval shall not be unreasonably withheld but shall be based upon good moral character, social compatibility, and financial responsibility of the proposed purchaser, transferee, lessee or occupant. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance. A lessee shall not assign his lease or sublet his condominium unit without the prior written approval of the board of directors or its duly authorized officer or committee.

In the event a sale, transfer or lease is disapproved or no action is taken within 15 days after the board of directors or its duly authorized officers, agent or committee have been notified in writing of the name and address of the proposed transferee or lessee, the price and other contract terms and conditions thereof, and such other information as may be required by regulation of the board of directors, the unit owner shall notify the Board in writing 30 days before the closing of the proposed sale or lease if he intends to close in spite of such disapproval or inaction. In such event, the Association or any other unit owner shall have a right of first refusal to purchase or lease said unit for the identical price, terms and conditions, which right shall be exercised in writing delivered to the proposed seller or lessor or mailed to his address as shown on the Association records. If such right is exercised by more than one, priority shall be given to the one who delivers in person or has his acceptance postmarked first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three days before the proposed closing date, the transfer or lease may be closed pursuant to the price and terms stated in the notice. Failure of a transferror or lessor to comply with these provisions for sale, transfer or lease shall give the Association

or any other unit owner a right to redeem the unit involved from the transferee or lessee at any time before the closing of such transfer or lease and for a period of 60 days after the board of directors is given formal written notice of such transfer or lease. The only condition to the exercise of such right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to that date or the lessee be reimbursed for any unused rents paid in advance. Immediately upon the tender of such sums, the transferee or lessee shall convey all his right, title and interest to the one making the redemption. In addition to all other available remedies, the right of redemption may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Association or any unit owner to enforce the provisions of this paragraph against a unit owner, transferee or lessee who fails to comply therewith, the party bringing such proceedings shall be entitled to his costs and reasonable attorneys' fees as determined by the Court, including appellate proceedings, if he prevails.

The foregoing provisions shall not be applicable to purchasers at foreclosure sales of savings and loan associations, banks and insurance companies or to conveyances to or from such institutional first mortgagees, or to sales, transfers or leases by the Developer.

The Association may appoint a rental and sales agent to handle rentals and sales as a convenience for the unit owners. Such agent may act in behalf of the board of directors and further approval of sales and leases made by him shall not be necessary. Such agent shall serve at the pleasure of the board of directors and may be replaced at any time.

15. ASSESSMENTS AND LIENS. The board of directors of the Association shall approve annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each unit owner will be responsible for his unit's proportionate share of such annual assessment based upon its percentage share of the common expenses as provided herein. One-twelfth (1/12) of each unit's annual assessment shall be due and payable in advance to the Association on the first

day of each month of each fiscal year. In addition, the board of directors shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments which are not paid when due shall bear interest from the due date until paid at the rate of 10% per annum, and the Association shall have the remedies and liens provided by the Condominium Act with respect to unpaid assessments, which shall include accrued interest and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including appellate proceedings, and the remaining installments of the assessment may be accelerated to maturity by giving the defaulting unit owner 10 days notice of intent to accelerate. The board of directors may require each unit owner to maintain a minimum balance on deposit with the Association for working capital and to cover contingent expenses from time to time.

16. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. Notwithstanding any provisions of this Declaration, the written consent of all savings and loan associations, banks, and insurance companies holding first mortgages upon any of the condominium units shall be first obtained prior to (1) the subdivision of any unit, (2) any change in the percentage of ownership of the common elements or common surplus, (3) any change in the percentage of participation in the common expenses or assessments, (4) any change in the voting rights, (5) any amendments to this Declaration, the Articles of Incorporation, or the Bylaws, and (6) termination of the condominium.

17. RIGHTS OF DEVELOPER. The Developer hereby reserves unto itself, its successors and assigns, all right to the management of the affairs of the condominium and all decisions of the Association and its board of directors until the expiration of three years from the recording of the first conveyance of a unit, or until the conveyance by Developer of all of the units, whichever shall first occur, or prior thereto if Developer indicates its waiver of such right in writing to the Association. During said period, the Developer shall

have the sole and exclusive right to take all actions and do all things in behalf of the Association, including but not limited to the right to make contracts and agreements on behalf of the Association for the maintenance and operation of the condominium property, the determination, levy and collection of assessments, and the enactment and enforcement of regulations respecting the use of the condominium property. During the development period, Developer shall pay all the common expenses and as reimbursement therefor and as compensation for its management services Developer shall be entitled to receive and retain all of the assessments payable by the unit owners during said period, and Developer shall have all of the rights of the Association provided in paragraph 15 hereinabove. During said period Developer shall not be required to assess or create any reserves and at the termination of said development period and the assumption of the operation of the Association by the members, Developer shall not be required to render an accounting of income and expense incurred during said period.

It is recognized that at the date hereof, construction of all of the improvements and the units contemplated by the survey, plot plan and floor plan described in Exhibit "A" may not be completed. Developer expressly reserves every right, necessary or desirable, relative to the common elements and the condominium property generally, for the purpose of constructing and completing said improvements and units and effecting sale or lease of all of the condominium units.

18. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance and fulfillment of the provisions of this Declaration, Articles of Incorporation, Bylaws, regulations promulgated by the Association or its board of directors, and the Condominium Act shall entitle the Association or individual unit owners to injunctive relief or money damages or both. In any such legal action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the Court, including appellate

proceedings.

19. AMENDMENTS. This Declaration may be amended at any time by affirmative vote of two-thirds (2/3) of all the voting rights except that provisions relating to percentage of ownership and sharing of common expenses, rights of Developer, and the voting rights of members may be amended only by unanimous vote of all voting rights. The Bylaws may be amended or repealed by a simple majority vote of all voting rights and to that extent this Declaration may be amended without two-thirds (2/3) vote. Except for the amendments by the Developer as provided in Paragraph 3, no amendment shall be effective unless it be in writing, executed by the president or vice president and attested by the secretary of the Association with the formalities required of a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County, Florida. It shall not be necessary for the individual unit owners or holders of recorded liens thereon (except institutional first mortgage holders as herein provided) to join in the execution of any amendment, and the execution of any amendment by the president or vice president and attested by the secretary of the Association as provided herein shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration, the Articles of Incorporation, and the Bylaws. Paragraph 21 relating to Leaseholds may not be amended except by the joinder and consent of the Lessor, its successors and assigns.

20. TERMINATION. The above described property may be removed from the provisions of this Declaration at any time by a vote of eighty per cent (80%) of the voting rights, unanimous consent of all of the institutional first mortgage holders, and consent of the Lessor under the 99-year Lease Agreement described herein, by an instrument to that effect by the president or vice-president and secretary of the Association with the formalities of a deed duly recorded in the Public Records of Sarasota County, Florida. In the event of such termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the condominium assets as provided herein with respect to total or



substantial destruction shall apply and shall be under the supervision and control of the banking trustee in Sarasota County selected by the board of directors of the Association.

21. LEASEHOLDS. The Association may enter into lease agreements and may acquire and enter into agreements acquiring leaseholds, memberships, and other possessory or use interests for terms up to and including 99 years, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association. The Association has entered into a 99-year Lease Agreement with SARASOTA BANK & TRUST COMPANY, as Trustee, under date of February 12, 1970 for the lease of a recreation area and recreation facilities, including swimming pool and recreation hall, adjacent to the condominium property for the use, benefit, enjoyment and recreation of all the unit owners. Said lease agreement is attached hereto and shall be recorded herewith as Exhibit "D" and by this reference is incorporated herein and made a part hereof. The rental sums and other obligations of the Association as lessee under the terms of said lease are common expenses of the Association and the Association shall assess sufficient sums each fiscal year to meet such obligations. Each unit owner by acceptance of the deed to his unit agrees in behalf of himself, his heirs, personal representatives, successors and assigns that the provisions, conditions, terms, covenants, liens, easements and reservations contained in this Declaration and said Lease Agreement are accepted, ratified and assumed in all respects and will be adhered to and complied with.

22. BINDING EFFECT. All provisions of the Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is

duly revoked and terminated. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

23. SEVERABILITY. If any provisions of this Declaration, the Articles of Incorporation, or the Bylaws or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, GULF 'n BAY APARTMENTS, INC. has caused these presents to be signed in its name by its President and attested by its Secretary, and its corporate seal affixed the 17th day of FEBRUARY, 1970.

Signed, sealed and delivered in the presence of:

Lorna Lissan  
Margaret H. Stang

GULF 'n BAY APARTMENTS, INC.

By Ronald L. Spector  
President

ATTEST:

William E. Getzen  
Secretary

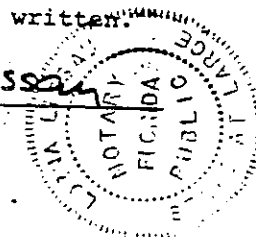
STATE OF FLORIDA )

COUNTY OF SARASOTA )

I HEREBY CERTIFY, that on this 17th day of February, 1970, before me personally appeared RONALD L. SPECTOR and WILLIAM E. GETZEN, President and Secretary respectively of GULF 'n BAY APARTMENTS, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing Declaration of Condominium, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the same instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Sarasota, in the County and State aforesaid the day and year last above written.

Lorna Lissan  
Notary Public



My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires July 27, 1973  
Issued by American Free & Country Co.

SCHEDULE I

OFF. REC. 829 PG 42

TO

DECLARATION OF CONDOMINIUM

OF

GULF 'N BAY APARTMENTS, INC.

PARCEL "A" Lot "F" Schutt's Subdivision as recorded in Plat Book 1, Page 8 of the Public Records of Sarasota County, Florida. Also a portion of land lying between the East line of said Schutt's Subdivision and Tarpon Center Road more particularly described as follows:

Begin at the NE corner of said Lot "F"; thence S 89° 54' 18" E, 12.09' to the W'ly R/W of Tarpon Center Drive (60' R/W), thence S 25° 30' 18" E along said W'ly R/W line 110.80'; thence N 89° 54' 18" W, 46.95' to the SE corner of said Lot "F"; thence along the East line of said Lot "F"; N 16° 30' W, 43.44'; thence N 0° 30' W, 58.35' to the POB; all lying and being in Sec. 1, Twp. 39S, Rge. 18 E, Sarasota County, Florida.

PARCEL "B" A parcel of land lying E'ly of said Tarpon Center Drive described as follows:

Begin at the NE corner of Lot "G" Schutt's Subdivision as recorded in Plat Book 1, Page 8, Public Records of Sarasota County, Florida; thence S 25° 30' 18" E along the centerline of Tarpon Center Road, 40.93'; thence S 89° 54' 18" E, 33.19' to a point on the E'ly R/W line of said road for a POB; thence S 25° 30' 18" E along the Easterly R/W line of Tarpon Center Dr. (60' R/W), 106.02'; thence S 89° 54' 18" E, 143.61'; thence N 9° 50' 36" E, 66.97' to the South side of Canal "A"; thence N 30.0' to the centerline of said Canal "A"; thence West along the centerline of said Canal "A", 199.93' to the POB. All lying and being in Sec. 1, Twp. 39S, Rge. 18E. Sarasota County, Florida.

CONSENT OF MORTGAGE HOLDER

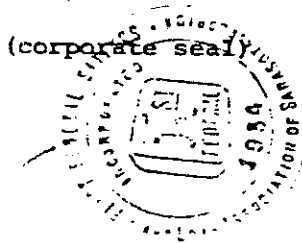
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SARASOTA,  
as holder of a mortgage on the above described property,  
hereby consents and agrees to and joins in the foregoing  
Declaration of Condominium and the submission of said property  
to condominium ownership.

FIRST FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF SARASOTA

By *Louis A. Hollis*  
As its Vice President

ATTEST:

*David A. Allison*  
As its Assistant Secretary



STATE OF FLORIDA            )  
  )  
COUNTY OF SARASOTA        )

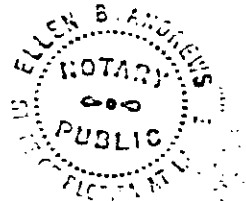
I HEREBY CERTIFY that on this 19 day of February, 1970  
before me personally appeared LOUIS A. HOLLIS and DAVID A. ALLISON,  
Vice President and Assistant Secretary respectively of FIRST FEDERAL  
SAVINGS AND LOAN ASSOCIATION OF SARASOTA, a corporation organized  
and existing under the laws of the United States of America, to me  
known to be the persons described in and who executed the foregoing  
Consent of Mortgage Holder and severally acknowledged the execution  
thereof to be their free act and deed as such officers, for the uses  
and purposes therein mentioned; and that they affixed thereto the  
official seal of said corporation, and the same instrument is the  
act and deed of said corporation.

WITNESS my signature and official seal at Sarasota, in the  
county and state aforesaid the day and year last aforesaid.

*Ellen B. Andrews*  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR 19 1971  
BONDED THROUGH FELD W. FINESTROM



This instrument prepared by:  
✓ Sharon S. Vander Wulp  
Attorney at Law  
712 Shamrock Blvd.  
Venice, FL 34293

RECEIVED SEP 07 2010

CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2011016513 3 PGS  
2011 FEB 11 09:38 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
DGILL Receipt#1359376

GULF 'n BAY APARTMENTS, a condominium



GULF 'n BAY CONDOMINIUM ASSOCIATION, INC., its address being c/o Antares Group, Inc., 4195 South Tamiami Trail, PMB #173, Venice, FL 34293, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of GULF 'n BAY APARTMENTS, a condominium, is recorded in Official Record Book 829, page 24, of the Public Records of Sarasota County, Florida, et seq., as amended. The following amendment to the Declaration of Condominium was submitted to the entire membership of the Association at its meeting called and held on the 5th day of August, 2010, and approved by affirmative vote in excess of two-thirds (2/3rds) of all voting rights of all unit owners, as required by the Declaration of Condominium.

Article 16, Rights of Institutional First Mortgagees, is hereby amended to read as follows:

16. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES.

Notwithstanding any provisions of this Declaration, the written consent of all savings and loan associations, banks, and insurance companies holding first mortgages upon any of the condominium units shall

be first obtained prior to not be required to modify or amend the governing documents of this condominium; provided, however, that the consent shall be required to so amend for the following purposes:

- (1) the subdivision of any unit,
- (2) any change in the percentage of ownership of the common elements or common surplus,
- (3) any change in the percentage of participation in the common expenses or assessments,
- (4) any change in the voting rights,
- ~~(5) any amendments to this Declaration, the Articles of Incorporation, or the Bylaws, and~~
- (6~~5~~) termination of the condominium.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 17<sup>th</sup> day of Sept., 2010.

ATTEST: GULF 'n BAY CONDOMINIUM ASSOCIATION, INC.

By: [Signature]  
Secretary

By: [Signature]  
ED WOLKIEWICZ, President

WITNESSES:

[Signature]  
[Signature]

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared ED WOLKIEWICZ, as President and A.T. James, as Secretary, of GULF 'n BAY CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to the Declaration

of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment to the Declaration of Condominium and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota County, Florida this 7<sup>th</sup> day of Sept., 2010.

Cynthia C. Krumenaker  
Printed Name of Notary:  
Cynthia C. Krumenaker  
Notary Public  
Commission # DD995221

My Commission Expires:



CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF  
GULF 'n BAY APARTMENTS,  
A FLORIDA CORPORATION

877308

O.R. 2025 PG 0893

KNOW ALL MEN BY THESE PRESENTS:

That the following Amendment to the Declaration of Condominium of GULF 'n BAY APARTMENTS, a Florida corporation, as recorded in Official Record Book 829, Pages 24 to 66 of the Public Records of Sarasota County, and as amended on the 15th day of February, 1983 and recorded in Official Records Book 1572 Pages 0767 to 0769, was approved by affirmative vote of the Board of Directors, and approved by affirmative vote in excess of two-thirds of the membership of said Association, as required by the Declaration of Condominium, at a Special Members' Meeting held on March 15, 1988:

Article 13. RESTRICTIONS UPON USE. is hereby amended as follows:

"(i) Lease less than an entire unit and shall not lease an entire unit for a period of less than ~~one-(1)-month~~ ninety (90) days, to become effective after May 1, 1988."

All other paragraphs of Article 13 shall remain unchanged.

The undersigned President of GULF 'n BAY CONDOMINIUM ASSOCIATION, INC. does hereby certify that the above Amendment to the Declaration of Condominium of GULF 'n BAY APARTMENTS, INC. was duly adopted, in accordance with the provisions of the said Declaration of Condominium, at a properly noticed Special Meeting of Members of said Association on March 15, ;1988.

GULF 'n BAY CONDOMINIUM ASSOCIATION, INC.

By: Edward W. Taube  
EDWARD TAUBE, President

WITNESSES:

Ed. Walter  
Raymond Simon

ATTEST:

By: Virginia Fagan  
VIRGINIA FAGAN, Secretary

Return to:  
Condominium Mgt. Inc.  
6455 Gateway Ave.  
Sarasota, FL 34231




STATE OF FLORIDA )  
:  
COUNTY OF SARASOTA)

I HEREBY CERTIFY, that on this day before me, an officer duly authorized to take acknowledgments, personally appeared EDWARD TAUBE, as President, and VIRGINIA FAGAN, as Secretary, of GULF 'n BAY CONDOMINIUM ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing Certificate of Amendment, and who acknowledged before me that they executed the same on behalf of the Association.

WITNESS my hand and official seal in the County and State aforesaid this 06 day of April, 1988.

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

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires June 17, 1989

RECORDED IN OFFICIAL  
RECORDS  
APR 20 4 02 PM '88  
KAREN E. SADDING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL.  


REC 13.00  
S.S. \_\_\_\_\_  
I.T. \_\_\_\_\_

✓ ROBERT L. MOORE  
ATTORNEY AT LAW  
P.O. BOX 1717  
VENICE, FLORIDA 33505

CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF

264107

GULF 'n BAY CONDOMINIUM ASSOCIATION, INC.

GULF 'n BAY CONDOMINIUM ASSOCIATION, INC., its address being 1400 Tarpon Center Drive, Venice, Sarasota County, Florida, by the hands of the undersigned hereby certify that:

The Board of Directors of Gulf 'n Bay Condominium Association, Inc., approved by affirmative vote of the Board of Directors the following amendments to the Declaration of Condominium as recorded in O.R. Book 829, pages 24-66, of the Public Records of Sarasota County, which were then submitted to the entire membership of the Association at its meeting called and held on the 15<sup>th</sup> day of FEBRUARY, 1983 and approved by affirmative vote in excess of two-thirds of the entire membership of the Association as required by the Declaration of Condominium.

1. Article II is hereby amended by changing "Chapter 711, Florida Statutes 1967" to read "Chapter 718, Florida Statutes".

2. Amend Article 3 by deleting the following:

"By acceptance of a deed to any condominium unit, the respective grantees agree for themselves, their heirs, successors and assigns and the holders of any mortgages, liens or other interests in or to any unit agree that Developer shall have the right to amend this Declaration and the condominium plat as may be necessary or desirable from time to time to indentify, locate and dimension any units which are not completed at the date of this Declaration. Such amendments shall be executed by the Developer and the joinder or further consent of individual unit owners or holders of recorded liens or other interests therein or thereon shall not be required. Amendments shall take effect immediately upon recordation in the Public Records of Sarasota County, Florida."

3. Article 9 is hereby amended by deleting sub-

paragraph (g).

4. Article 15 is hereby amended by changing the interest due on diligent accounts to read "at the highest rate allowed by law,".

5. Article 17 is hereby amended by deleting in its entirety.

6. Article 19 is hereby amended by deleting from the third sentence the following language:

"Except for the Amendment by Developer as provided in Paragraph 3,".

7. Article 19 is hereby amended by deleting the last sentence which reads:

"Paragraph 21 relating to Leaseholds may not be amended except by the joinder and consent of the Lessor, its successors and assigns."

8. Article 21 is hereby amended by deleting every sentence after the first sentence.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 24<sup>th</sup> day of February, 1983.

ATTEST:

GULF 'n BAY CONDOMINIUM ASSOCIATION, INC.

By: Herbert K. Letcher Secretary By: Paul R. Smith President

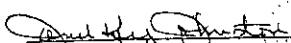
WITNESSES:

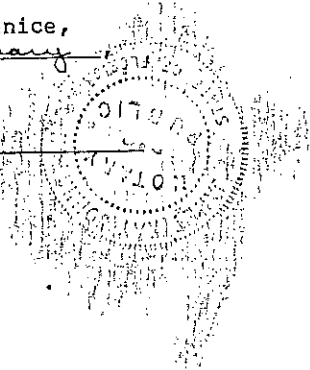
Doris M. Johnson  
Paul R. Smith

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared PAUL R. SMITH, as President, and HERBERT K. LETCHER, as Secretary, of Gulf 'n Bay Condominium Association, Inc., and they acknowledge before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment of Declaration of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said Certificate of Amendment of Declaration of Condominium and that the execution thereof is the free act and deed of said corporation.

WITNESS my hand and official seal at Venice,  
Sarasota County, Florida this 04<sup>th</sup> day of February  
1983.

  
Notary Public



My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Apr. 7, 1986  
Bonded BY USF & G

MAR 18 11 36 AM '83

FILED AND RECORDED  
R. H. HACKETT JR. CLERK  
SARASOTA CO. FLA

264107

O.R. 1572 PG 0769

rec. 8.00

450136

CERTIFICATE OF AMENDMENT

OFF. REC. 960 PG. 1779  
OF  
DECLARATION OF CONDOMINIUM

GULF 'N BAY CONDOMINIUM ASSOCIATION, INC., a Condominium, its address being 1400 Tarpon Center Drive, Venice, Sarasota County, Florida, through the hands of the undersigned hereby certify that:

I.

The Board of Directors of said Condominium at a general membership meeting called and held on the 7th day of February, 1972 presented the following Amendments to the Declaration of Condominium, said Amendments being passed at that time by affirmative vote of two thirds (2/3) of the entire membership of the Board of Directors and by two thirds (2/3) of the entire membership of the Association as required by Article XIX, Amendments of the Declaration of Condominium.

Article XIII of the Declaration of Condominium is hereby amended to read as follows:

ARTICLE XIII.

(a) Use the unit for other than single family residence purposes and shall not sell, lease or give occupancy to more than four (4) persons per unit.

(1) Lease less than an entire unit and shall not lease an entire unit for a period of less than one (1) month.

(r) Have pets in the Condominium if said owner tenant or other occupant becomes an owner, tenant or occupant of said Condominium after February 7, 1972.

II.

The Board of Directors of said Condominium at the general membership meeting mentioned hereinabove and held on the 7th day of February, 1972 presented the following Amendments to the By-Laws of said Condominium, said Amendment being passed at that time by affirmative vote of two thirds (2/3) of the entire membership of the Board of Directors and

E. KINETSKY & MOORE  
Attorneys & Legal Building  
P. O. Box 1096  
Tampa, Florida 33606

by two thirds (2/3) of the entire membership of the Association as required by Article VIII, Amendments of the By-Laws and Article XIX, Amendments of the Declaration of Condominium.

REC- 500 1180

Article III of the By-Laws is hereby amended to read as follows:

2. Number. There shall be seven Directors, none of whom need be a resident of the State of Florida. Each Director shall hold office until the next annual meeting of members and until his successor shall have been elected and duly qualified, unless sooner removed by the membership.

IN WITNESS WHEREOF, said Association has caused this certificate to be signed in its name by its President, this 17 day of APRIL, 1972.

GULF 'N BAY CONDOMINIUM ASSOCIATION, INC.

By: Donald W. Smith  
President

ATTEST:

Alexina M. Knapp  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me a Notary Public in and for the State of Florida at large, personally appeared DONALD W. SMITH, as President of GULF 'N BAY CONDOMINIUM ASSOCIATION, INC. and ALEXINA M. KNAPP, as Secretary of GULF 'N BAY CONDOMINIUM ASSOCIATION, INC. and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they have authority to execute said Certificate

CH. REC. 960 #1781

of Amendment, and that the execution thereof is the free act and deed of said corporation.

WITNESS my hand and official seal at Venice, Sarasota County, Florida, this 17 day of April, 1972.

Robert L. Moore  
Notary Public

My Commission Expires:

Notary Public State of Florida at Large  
My Commission Expires Apr. 18, 1975  
Bonded By U. S. F. & O.

This Amendment to Declaration of Condominium of GULF 'N BAY CONDOMINIUM ASSOCIATION, INC. has been approved by First Federal Savings and Loan Association of Sarasota, Sarasota, Florida.

459136

FILED AND RECORDED  
ROBERT W. ZIMM, CLERK  
SARASOTA, CO., FLA.  
MAY 15 11 55 AM '72

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SARASOTA

By: Lucian G. Fluty  
Vice President

Attest:

Louis A. Hollis

Louis A. Hollis  
Senior Vice President and Secretary

(CORPORATE SEAL)



STATE OF FLORIDA )  
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this 9th day of May, 1972, before me personally appeared Lucian G. Fluty and Louis A. Hollis, Vice President and Sr. Vice Pres. & Secretary, respectively of First Federal Savings and Loan Association of Sarasota, a corporation, to me known to be the persons described in and who executed the foregoing and acknowledged the execution thereof to be their free act and deed as such officers, and that they affixed thereto the official seal of said corporation, and said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of May, 1972.

Robert M. Lambert  
Notary Public

My Commission Expires  
Notary Public, State of Florida at Large  
My Commission Expires Nov. 25, 1974  
Bonded by American Fire & Casualty Co.

3.



2074 132

REC 935 1139

509826

CERTIFICATE OF AMENDMENT

OF

DECLARATION OF CONDOMINIUM

GULF 'N BAY CONDOMINIUM ASSOCIATION, INC., a Condominium, its address being 1400 Tarpon Center Drive, Venice, Sarasota County, Florida, through the hands of the undersigned hereby certify that:

I.

The Board of Directors of said Condominium at a general membership meeting called and held on the 5th day of February, 1973 presented the following Amendment to the Declaration of Condominium, said Amendment being passed at that time by affirmative vote of two thirds (2/3) of the entire membership of the Board of Directors and by two thirds (2/3) of the entire membership of the Association as required by Article 19, Amendments, of the Declaration of Condominium.

Article 15, Assessments and Liens, of the Declaration of Condominium is hereby amended to read as follows:

15. ASSESSMENTS AND LIENS. The Board of Directors of the Association shall approve annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each unit owner will be responsible for his unit's proportionate share of such annual assessment based upon its percentage share of the common expenses as provided herein. Each unit's annual assessment shall be due and payable in advance to the Association on a quarterly basis (January 1, April 1, July 1, October 1) of each fiscal year. In addition, the Board of Directors shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments which are not paid when due shall bear interest

1.

Boone, Kanetky & Moore, atty  
at law  
1400 Tarpon Center Drive  
Venice, Florida 33595

REC 935 PG 1139

509826



from the due date until paid at the rate of 10% per annum, and the Association shall have the remedies and liens provided by the Condominium Act with respect to unpaid assessments, which shall include accrued interest and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including appellate proceedings, and the remaining installments of the assessment may be accelerated to maturity by giving the defaulting unit owner 10 days notice of intent to accelerate. The Board of Directors may require each unit owner to maintain a minimum balance on deposit with the Association for working capital and to cover contingent expenses from time to time.

REC 995 PG 1140

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 20 day of Feb, 1973.

WITNESSES:

Robert L. Moore  
Secretary

GULF 'N BAY CONDOMINIUM ASSOCIATION, INC.

By: Albert Bode  
President

ATTEST:

Gladys B. Tierney  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA )

COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day, before me a Notary Public in and for the State of Florida at large, personally appeared ALBERT BODE, as President of GULF 'N BAY CONDOMINIUM ASSOCIATION, INC., and GLADYS B. TIERNEY, as Secretary of GULF 'N BAY CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they have authority to execute said Certificate of Amendment, and that the execution thereof is the free act and deed of said corporation.

WITNESS my hand and official seal at Venice, Sarasota County, Florida, this 20 day of FEBRUARY, 1973.

Notary Public State of Florida at Large  
My Commission Expires Apr. 18, 1975  
Bonded by U. S. F. & O.

Robert L. Moore  
Notary Public

My Commission Expires:

This Amendment to Declaration of Condominium of GULF 'N BAY CONDOMINIUM ASSOCIATION, INC. has been approved by First Federal Savings and Loan Association of Sarasota, Sarasota, Florida.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SARASOTA

BY: Lucien G. Fluty  
Vice President

REC 095 PC 1141

Attest:

Louis A. Hollis  
Senior Vice President

(CORPORATE SEAL)

STATE OF FLORIDA )

COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this 15th day of March, 1973, before me personally appeared Lucien G. Fluty, Vice President and Louis A. Hollis, Sr. Vice Pres, respectively of First Federal Savings and Loan Association of Sarasota, a Florida corporation, to me known to be the persons described in and who executed the foregoing and acknowledged the execution thereof to be their free act and deed as such officers, and that they affixed thereto the official seal of said corporation, and said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of March, 1973.

James L. Cooney  
Notary Public

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUN. 11, 1976  
6620LD HIRU GENERAL INSURANCE UNDERWRITERS

This Amendment to Declaration of Condominium of GULF 'N BAY CONDOMINIUM ASSOCIATION, INC. has been approved by First National Bank of Venice, Venice, Florida.

FIRST NATIONAL BANK OF VENICE

By: E. M. Wagner  
Senior Vice President

Attest:

Laverda L. Joekel  
Laverda L. JOECKEL,  
Assistant Vice President

(CORPORATE SEAL)

STATE OF FLORIDA )

COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this 5th day of March, 1973, before me personally appeared E. M. Wagner, Senior Vice President and Laverda L. Joekel, Ass't. Vice Pres., respectively of First National Bank of Venice, a Florida corporation, to me known to be the persons described in and who executed the foregoing and acknowledged the execution thereof to be their free act and deed as such officers, and that they affixed thereto the official seal of said corporation, and said instrument is the act and deed of said corporation.

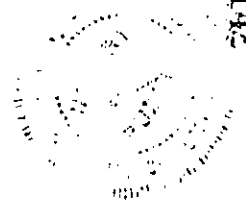
2074 EV-2

WITNESS my hand and official in the County and State  
last aforesaid this 5th day of March, 1973.

*W. K. O'Connell*  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 23, 1975  
Bonded By American Bankers Insurance Co.



REC 095 1142

FILED AND RECORDED  
MAR 26 3 21 PM '73  
R. H. ...

509826

REC 095 1142

2074 11-2

ST 1289 a 1194

THE RECORDS OF THE  
LOCAL BOARD  
NOV 1979

CERTIFICATE OF AMENDMENT  
OF THE  
DECLARATION OF CONDOMINIUM  
OF GULF 'N BAY APARTMENTS

900007

GULF 'N BAY APARTMENTS, a Condominium, its address being Venice, Sarasota County, Florida, by the hands of the undersigned hereby certify that:

The members of Gulf 'n Bay Condominium Association, Inc., adopted the following amendment to the Declaration of Condominium and approved by a vote of two-thirds of the membership of the Association as required by Article 19 of the Declaration of Condominium at the annual meeting of the Association held on February 12, 1979.

The amendment is as follows:

Article 11 is hereby amended by deleting the last sentence of the first paragraph. Said sentence now reads as follows:

Each unit owner shall be responsible for insuring the contents of his unit which belong to him and any improvements made by him within his unit.

IN WITNESS WHEREOF, said Association has caused this certificate to be signed in its name by its President, this 12th day of February, 1979.

ATTEST:

GULF 'N BAY CONDOMINIUM  
ASSOCIATION, INC.

By: George B. Tierney  
Secretary

By: Henry D. McConnell  
President

M. J. ...  
John C. ...

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, personally appeared H. T. McCONNELL, as President, and George B. Tierney, as Secretary, of GULF 'N BAY CONDOMINIUM ASSOCIATION, INC., and they acknowledge before me that they executed the foregoing Certificate of Amendment of

ST 1289 a 1194

1289-111

Declaration of condominium on behalf of said corporation,  
and affixed thereto the corporate seal of said corporation;  
that they are authorized to execute said Certificate of  
Amendment of Declaration of Condominium and that the execu-  
tion thereof is the true act and deed of said corporation.

WITNESSE my hand and official seal at Venice,  
Sarasota County, Florida, this 16<sup>th</sup> day of February, 1979.

*Jay C. Lewis*  
Notary Public

My Commission Expires:

Notary Public State of Florida at large  
M. J. Lewis, Notary Public, No. 1289  
B. J. Lewis, Notary Public

FILED AND RECORDED  
FEB 20 2 04 PM '79

908987

REF. REC. 1289 PC 1195

REC \_\_\_\_\_  
 S.S. \_\_\_\_\_  
 IT. \_\_\_\_\_

## CERTIFICATE OF AMENDMENT

TO THE

DECLARATION OF CONDOMINIUM

177352

OF

GULF 'n BAY APARTMENTS, A CONDOMINIUM

Gulf 'n Bay Condominium Association, Inc., its address being 6506 Gateway Avenue, Sarasota, Sarasota County, Florida, by the hands of the undersigned hereby certify that:

The Board of Directors of Gulf 'n Bay Condominium Association, Inc. approved by affirmative vote of the Board of Directors the following amendments to the Declaration of Condominium as recorded in O.R. Book 829, page 24, of the Public Records of Sarasota County, Florida, which were then submitted to the entire membership of the Association at its meeting called and held on the 15<sup>th</sup> day of FEB., 1982, and approved by affirmative vote in excess of two-thirds (2/3rds) of the unit owners as required by the Declaration of Condominium.

1. Article 13 is hereby amended by adding subsection (s) to read as follows:

"(s) No one twelve (12) years of age or younger may reside permanently in a unit or condominium parcel."

2. Article 13 is hereby amended by adding subsection (t) to read as follows:

"(t) The sale, rental, devise, loan or other transfer of a use or interest in a unit or condominium parcel to a corporation, partnership, association or group other than a single person or single family is prohibited. This shall not apply to a corporation such as a bank or trust company with trust powers, and to a conveyance to said corporation as trustee for the benefit of a single person or family."

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President,

O.R. 1501 PG 1667

C.R. 1501 PG 1668

this 27<sup>th</sup> day of March, 1982.

ATTEST:

GULF 'n BAY CONDOMINIUM  
ASSOCIATION, INC.

By Robert C. Lister Secretary By Paul R. Smith President

WITNESSES:

Robert L. Moore  
John E. Williams

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Paul Smith, as President, and Marge Batty, as Secretary, of Gulf 'n Bay Condominium Association Inc., and they acknowledge before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment of Declaration of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorize to execute said Certificate of Amendment of Declaration of Condominium and that the execution thereof is the free act and deed of said corporation.

WITNESS my hand and official seal at Venice, Sarasota County, Florida this 27<sup>th</sup> day of March, 1982.

John E. Williams  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Apr. 2, 1983  
Bonded By U.S.F. & G.

FILED AND RECORDED  
MAR 30 9 26 AM '82  
SARASOTA COUNTY, FLORIDA

✓  
ATTORNEY AT LAW  
VENICE, FLORIDA 33592

REC 7  
SS \_\_\_\_\_  
LT \_\_\_\_\_

204322

AMENDMENT TO  
CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF

GULF 'n BAY APARTMENTS, A CONDOMINIUM

Gulf 'n Bay Condominium Association, Inc., its  
address being 1400 Tarpon Center Drive, Venice, Sarasota  
County, Florida, by the hands of the undersigned hereby  
certify that:

The Certificate of Amendment to the Declaration of  
Condominium of Gulf 'n Bay Apartments, a Condominium,  
recorded in Official Record Book 1501, page 1667, of the  
public records of Sarasota County, Florida, amending the  
Declaration of Condominium of Gulf 'n Bay Apartments, a  
Condominium, as recorded in Official Record Book 829, page  
24, et. seq, of the public records of Sarasota County,  
Florida, is in error in that the proposed amendment to  
Article 13 by adding subsection (s) was not passed by a two-  
thirds vote of the unit owners as required by the Declara-  
tion of Condominium.

Therefore Article 13(s) which reads:  
"(s) No one twelve (12) years of age or  
younger may reside permanently in a unit  
or condominium parcel."

Is hereby deleted in its entirety.

IN WITNESS WHEREOF, said Association has caused  
this Certificate to be signed in its name by its President,  
this 24th day of June, 1982.

ATTEST:

GULF 'n BAY CONDOMINIUM  
ASSOCIATION, INC.

By \_\_\_\_\_  
Secretary

By Paul R. Smith  
President



O.R. 1523 PG 0809

L



O.R. 1523 PG 0810

WITNESSES:

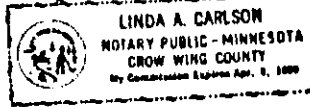
Joseph Bellet  
Witness 1

Linda A. Carlson  
Witness 2

STATE OF FLORIDA MN  
COUNTY OF SARASOTA Crow Wing

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Paul Smith, as President, and \_\_\_\_\_, as Secretary, of Gulf 'n Bay Condominium Association, Inc., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Amendment to Certificate of Amendment of Declaration of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Amendment to Certificate of Declaration of Condominium and that the execution thereof is the free act and deed of said corporation.

WITNESS my hand and official seal at Venice, Sarasota County, Florida this 21 day of June, 1982.



Linda A. Carlson  
Notary Public

My Commission Expires:  
April 8, 1989

(USE IMPRESSION TYPE SEAL)

RECORDED AND RECORDED  
M. H. HANNEY JR. CLERK  
SARASOTA, FLA.

204322

REC \_\_\_\_\_  
S.S. \_\_\_\_\_  
L.T. \_\_\_\_\_✓  
VENICE COUNTY CLERK

## CERTIFICATE OF AMENDMENT

TO THE

DECLARATION OF CONDOMINIUM

OF

GULF 'n BAY CONDOMINIUM ASSOCIATION, INC.

GULF 'n BAY CONDOMINIUM ASSOCIATION, INC., its address being 1488 Tarpon Center Drive, Venice, Sarasota County, Florida, by the hands of the undersigned hereby certify that:

The Board of Directors of Gulf 'n Bay Condominium Association, Inc., approved by affirmative vote of the Board of Directors the following amendments to the Declaration of Condominium as recorded in O.R. Book 829, pages 24-66, of the Public Records of Sarasota County, which were then submitted to the entire membership of the Association at its meeting called and held on the 15<sup>th</sup> day of FEBRUARY, 1983 and approved by affirmative vote in excess of two-thirds of the entire membership of the Association as required by the Declaration of Condominium.

1. Article II is hereby amended by changing "Chapter 711, Florida Statutes 1967" to read "Chapter 718, Florida Statutes".

2. Amend Article 3 by deleting the following:

"By acceptance of a deed to any condominium unit, the respective grantees agree for themselves, their heirs, successors and assigns and the holders of any mortgages, liens or other interests in or to any unit agree that Developer shall have the right to amend this Declaration and the condominium plat as may be necessary or desirable from time to time to indentify, locate and dimension any units which are not completed at the date of this Declaration. Such amendments shall be executed by the Developer and the joinder or further consent of individual unit owners or holders of recorded liens or other interests therein or thereon shall not be required. Amendments shall take effect immediately upon recordation in the Public Records of Sarasota County, Florida."

3. Article 9 is hereby amended by deleting sub-

O.R. 1572 PG 0767

O.R. 1572 PG 0768

paragraph (g).

4. Article 15 is hereby amended by changing the interest due on diligent accounts to read "at the highest rate allowed by law,".

5. Article 17 is hereby amended by deleting in its entirety.

6. Article 19 is hereby amended by deleting from the third sentence the following language:

"Except for the Amendment by Developer as provided in Paragraph 3,".

7. Article 19 is hereby amended by deleting the last sentence which reads:

"Paragraph 21 relating to Leaseholds may not be amended except by the joinder and consent of the Lessor, its successors and assigns."

8. Article 21 is hereby amended by deleting every sentence after the first sentence.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 24<sup>th</sup> day of January, 1983.

ATTEST:

GULF 'n BAY CONDOMINIUM ASSOCIATION, INC.

By Herbert K. Letcher, Secretary, Paul R. Smith, President

WITNESSES:

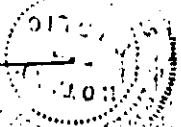
Paul R. Smith  
Herbert K. Letcher

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Paul R. Smith, as President, and HERBERT K. LETCHER, as Secretary, of Gulf 'n Bay Condominium Association, Inc., and they acknowledge before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment of Declaration of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said Certificate of Amendment of Declaration of Condominium and that the execution thereof is the free act and deed of said corporation.

WITNESS my hand and official seal at Venice,  
Sarasota County, Florida this 04 day of February  
1983.

*[Signature]*  
Notary Public



O.R. 1572 PG 0769

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Apr 7, 1986  
Bonded BY USF & G

FILED AND RECORDED  
R. M. HOGGREN JR. CLERK  
SARASOTA CO. FLA  
MAR 10 11 35 AM '83

264107

CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF  
GULF 'n BAY APARTMENTS,  
A FLORIDA CORPORATION

877308

O. R. 2025 PG 0893

KNOW ALL MEN BY THESE PRESENTS:

That the following Amendment to the Declaration of Condominium of GULF 'n BAY APARTMENTS, a Florida corporation, as recorded in Official Record Book 829, Pages 24 to 66 of the Public Records of Sarasota County, and as amended on the 15th day of February, 1983 and recorded in Official Records Book 1572 Pages 0767 to 0769, was approved by affirmative vote of the Board of Directors, and approved by affirmative vote in excess of two-thirds of the membership of said Association, as required by the Declaration of Condominium, at a Special Members' Meeting held on March 15, 1988:

Article 13. RESTRICTIONS UPON USE. is hereby amended as follows:

"(i) Lease less than an entire unit and shall not lease an entire unit for a period of less than ~~one (1) month~~ ninety (90) days, to become effective after May 1, 1988."

All other paragraphs of Article 13 shall remain unchanged.

The undersigned President of GULF 'n BAY CONDOMINIUM ASSOCIATION, INC. does hereby certify that the above Amendment to the Declaration of Condominium of GULF 'n BAY APARTMENTS, INC. was duly adopted, in accordance with the provisions of the said Declaration of Condominium, at a properly noticed Special Meeting of Members of said Association on March 15, ;1988.

GULF 'n BAY CONDOMINIUM ASSOCIATION, INC.

By: Edward W. Taube  
EDWARD TAUBE, President

WITNESSES:

Ed. Waite  
Ray [unclear]

ATTEST:

By: Virginia Fagan  
VIRGINIA FAGAN, Secretary

Page 1 of 2.

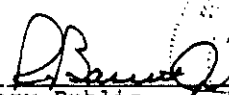
Return to:  
Condominium Mgt. Inc.  
6455 Gateway Ln.  
Sarasota, FL 34231

O.R. 2025 PG 0894

STATE OF FLORIDA )  
:  
COUNTY OF SARASOTA)

I HEREBY CERTIFY, that on this day before me, an officer duly authorized to take acknowledgments, personally appeared EDWARD TAUBE, as President, and VIRGINIA FAGAN, as Secretary, of GULF 'n BAY CONDOMINIUM ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing Certificate of Amendment, and who acknowledged before me that they executed the same on behalf of the Association.

WITNESS my hand and official seal in the County and State aforsaid this 06 day of April, 1988.

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

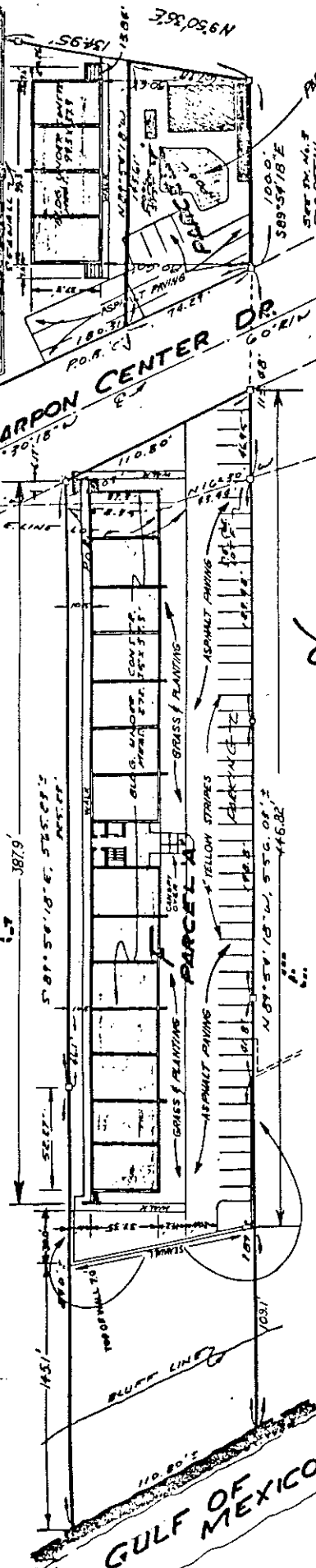
My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires June 17, 1990

RECORDED IN OFFICIAL  
APR 20 4 02 PM '88  
CLERK OF DISTRICT COURT  
SARASOTA COUNTY, FL

# Gulf A Bay

## A CONDOMINIUM

MAIN OVERALL BLDG DIMENSIONS (FOOT) -  
N. SIDE 371.48' E. SIDE 311.47'  
(TYPICAL DIMENSIONS ARE AS SHOWN)



### DESCRIPTION:

**PARCEL A:** LOT 1, SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. AND TARPON CENTER ROAD MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE CORNER OF SAID LOT 1, TYPICAL SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. IS LOCATED AT THE INTERSECTION OF SAID LOT 1, TYPICAL SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. AND TARPON CENTER ROAD, 100' WIDE, AS SHOWN ON THE PLAT OF SAID SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. THE CENTERLINE OF SAID LOT 1, TYPICAL SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. IS 100' WIDE, AS SHOWN ON THE PLAT OF SAID SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. THE CENTERLINE OF SAID LOT 1, TYPICAL SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. IS 100' WIDE, AS SHOWN ON THE PLAT OF SAID SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. THE CENTERLINE OF SAID LOT 1, TYPICAL SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. IS 100' WIDE, AS SHOWN ON THE PLAT OF SAID SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA.

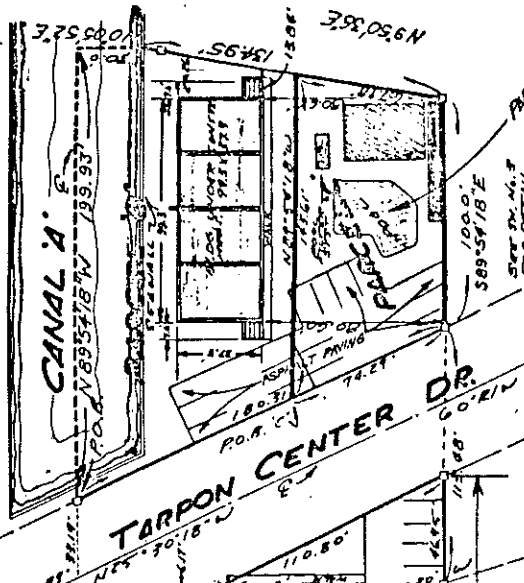
### DEFINITION OF A UNIT

A UNIT IS COMPOSED OF THE DIMENSIONS AS SHOWN HEREIN. IN ON SHEETS 1 THRU 5 WHICH ARE ATTACHED TO THE PLAT OF SAID SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. AND TARPON CENTER ROAD, 100' WIDE, AS SHOWN ON THE PLAT OF SAID SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. THE CENTERLINE OF SAID LOT 1, TYPICAL SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. IS 100' WIDE, AS SHOWN ON THE PLAT OF SAID SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. THE CENTERLINE OF SAID LOT 1, TYPICAL SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. IS 100' WIDE, AS SHOWN ON THE PLAT OF SAID SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA.

### DESCRIPTION:

**PARCEL B:** A PORTION OF SAID LOT 1, TYPICAL SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. AS SHOWN ON THE PLAT OF SAID SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. THE CENTERLINE OF SAID LOT 1, TYPICAL SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. IS 100' WIDE, AS SHOWN ON THE PLAT OF SAID SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. THE CENTERLINE OF SAID LOT 1, TYPICAL SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. IS 100' WIDE, AS SHOWN ON THE PLAT OF SAID SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA.

**SURVEYOR'S NOTE:**  
BLOBS ARE FIELD LOCATED & ARE: -  
UNIT AND OTHER DIMENSIONS  
INCLUDING PARKING AREAS, WALKS,  
ETC. ARE PER ARCHITECT'S PLANS  
AND ARE SUBJECT TO CORRECTIONS  
CONTAINED THEREIN.



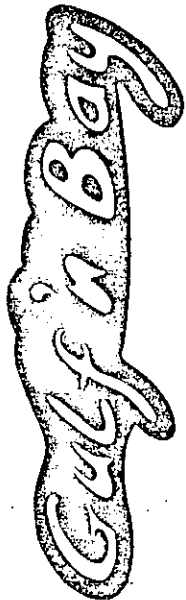
**PARCEL C (LEASE AREA)**  
DRAWN AT THE NE CORNER OF SAID LOT 1, TYPICAL SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. AS SHOWN ON THE PLAT OF SAID SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. THE CENTERLINE OF SAID LOT 1, TYPICAL SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. IS 100' WIDE, AS SHOWN ON THE PLAT OF SAID SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. THE CENTERLINE OF SAID LOT 1, TYPICAL SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA. IS 100' WIDE, AS SHOWN ON THE PLAT OF SAID SUBDIVISION AS RECORDED IN 88, 178.8 OF THE PUBLIC RECORDS OF SHERBORN COUNTY, FLA.

## CERTIFICATE OF SURVEYOR

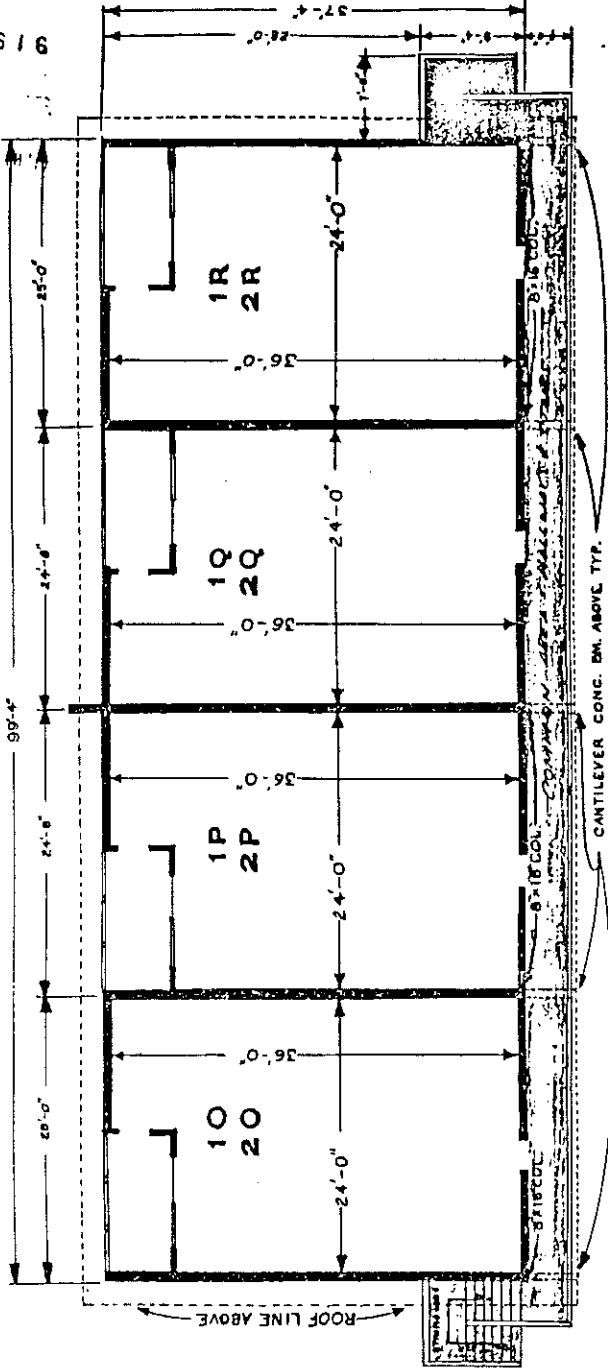
I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT A SURVEY WAS MADE OF THE LANDS AS SHOWN HEREON AND FURTHER CERTIFY THAT THE PLAT HEREON RECORDED IN CONDOMINIUM BOOK NO. 3 AND THAT THE WORK OF THE DECLARATION AND RIGHTS IS RECORDED IN OFFICIAL RECORD BOOK NO. 18, 224 PUBLIC RECORDS OF SHERBORN COUNTY, FLA. IS A TRUE REPRESENTATION OF THE IMPROVEMENTS DESCRIBED, AND THAT IT CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION, DIMENSIONS AND AREA OF THE COMMON ELEMENTS AND OF EACH UNIT CONTAINED THEREIN.

DATE: 2/11/70  
Cecilia B. Brown  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 140

363616

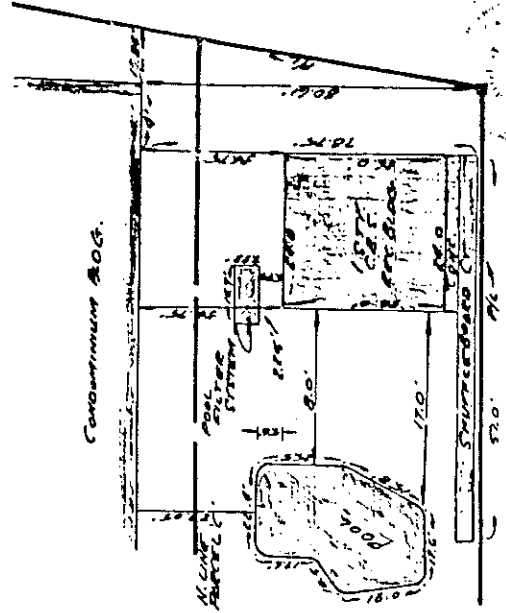


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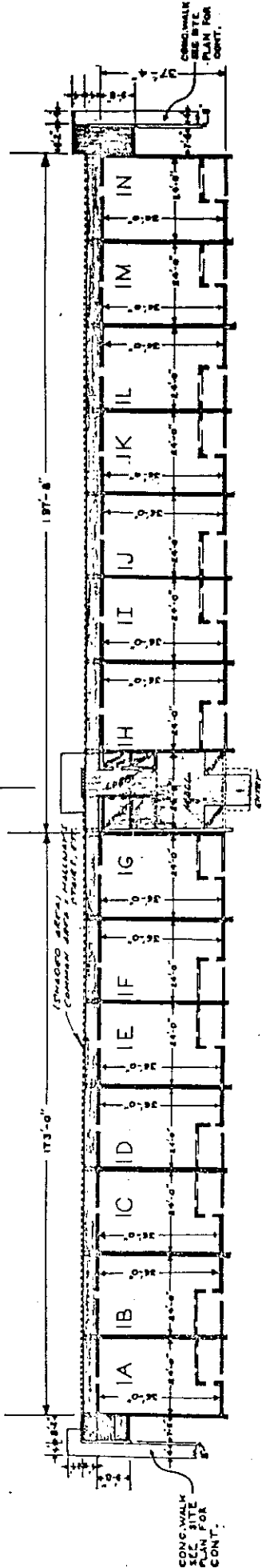


G R O U N D A N D S E C T I O N P L A N  
SCALE 1/8" = 1'-0"

10	1P	1Q	1R	20	2P	2Q	2R
10	1P	1Q	1R	20	2P	2Q	2R
10	1P	1Q	1R	20	2P	2Q	2R
10	1P	1Q	1R	20	2P	2Q	2R
10	1P	1Q	1R	20	2P	2Q	2R
10	1P	1Q	1R	20	2P	2Q	2R
10	1P	1Q	1R	20	2P	2Q	2R
10	1P	1Q	1R	20	2P	2Q	2R
10	1P	1Q	1R	20	2P	2Q	2R
10	1P	1Q	1R	20	2P	2Q	2R

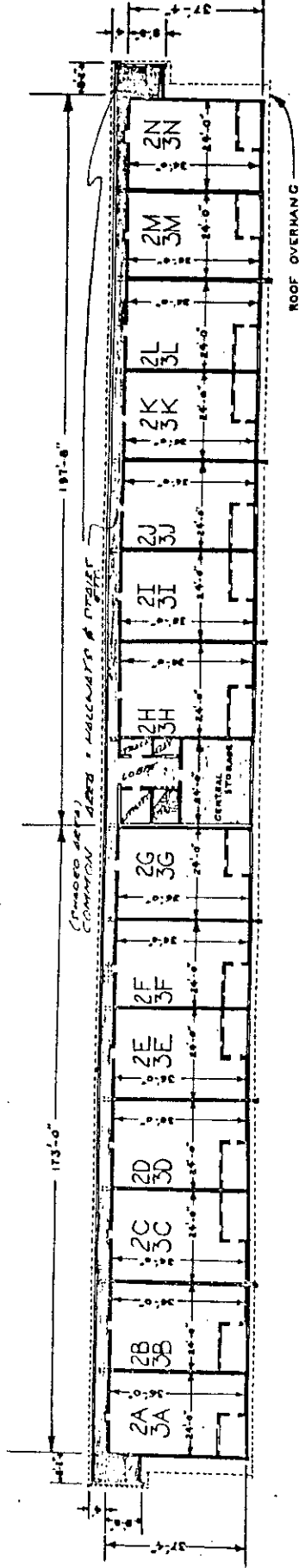






**ELEVATIONS:**

1A	FLOOR	1A
1B	FLOOR	1B
1C	FLOOR	1C
1D	FLOOR	1D
1E	FLOOR	1E
1F	FLOOR	1F
1G	FLOOR	1G
1H	FLOOR	1H
1I	FLOOR	1I
1J	FLOOR	1J
1K	FLOOR	1K
1L	FLOOR	1L
1M	FLOOR	1M
1N	FLOOR	1N



TYPICAL SCALE FLOOR PLAN TOP VIEW = GROUND BOTTOM VIEW = 2ND FLOOR

**ELEVATIONS:**

2A	FLOOR	2A
2B	FLOOR	2B
2C	FLOOR	2C
2D	FLOOR	2D
2E	FLOOR	2E
2F	FLOOR	2F
2G	FLOOR	2G
2H	FLOOR	2H
2I	FLOOR	2I
2J	FLOOR	2J
2K	FLOOR	2K
2L	FLOOR	2L
2M	FLOOR	2M
2N	FLOOR	2N
3A	FLOOR	3A
3B	FLOOR	3B
3C	FLOOR	3C
3D	FLOOR	3D
3E	FLOOR	3E
3F	FLOOR	3F
3G	FLOOR	3G
3H	FLOOR	3H
3I	FLOOR	3I
3J	FLOOR	3J
3K	FLOOR	3K
3L	FLOOR	3L
3M	FLOOR	3M
3N	FLOOR	3N