

Gondola Park
200 Capri Isles Blvd
Venice FL
34292



DECLARATION OF CONDOMINIUM

OF

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2003096172 84 PGS
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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#320169

THE COURTYARDS AT GONDOLA PARK, A CONDOMINIUM

1. SUBMISSION TO OWNERSHIP: GONDOLA PARK JOINT VENTURE, does hereby submit to Condominium ownership pursuant to Chapter 718, *Florida Statutes*, known as the "Condominium Act," a fee simple interest in the land and improvements situated lying and being in the County of Sarasota, State of Florida, being more particularly described in Exhibit "A" attached.

2. NAME. The name of the Condominium is The Courtyards at Gondola Park, a Condominium.

3. DEFINITIONS: The terms used in the Declaration and in the exhibits shall mean as follows:

A. "ASSESSMENT" means a share of the fund required for the payment of common expenses which from time to time is assessed against the Unit owner.

B. "ASSOCIATION" means the Association which will be responsible for the maintenance and operation of this Condominium, such Association being The Courtyards at Gondola Park Condominium Association, Inc., a Florida not-for-profit corporation.

C. "ASSOCIATION PROPERTY" shall mean real or personal property titled or owned by the Association.

D. "ARTICLES" and "BYLAWS" shall mean the Articles of Incorporation and the Bylaws of the Association as they exist from time to time.

E. "BOARD OF DIRECTORS" means the Board of Directors of the Association who are responsible for the administration of the Association.

F. "COMMON AREAS" shall mean the entryway parcel, drainage lakes, and other areas designated by the Developer for the common use and enjoyment of all residential owners in the Gondola Park.

G. "COMMON ELEMENTS" means the portions of the Condominium property not included in the Units.

H. "COMMON EXPENSES" means all expenses and assessments properly incurred by the Association for the Condominium. The enumeration of any Common Expenses set forth herein is not exclusive.

I. "COMMON SURPLUS" means the excess of all receipts of the Association, including but not limited to assessments, profits and revenues on account of the Common Elements, over the amount of the Common Expenses.

J. "CONDOMINIUM" means that form of ownership under which Units are subject to ownership by one or more owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements as elsewhere herein more fully defined. This Condominium is a Residential Condominium as defined in the Condominium Act.

K. "CONDOMINIUM ACT" shall mean Chapter 718 of the *Florida Statutes*, as it exists on the date of recordation of this Declaration of Condominium.

L. "CONDOMINIUM BUILDINGS" shall mean the residential structures located on the Condominium Property.

M. "CONDOMINIUM DOCUMENTS" shall mean this Declaration of Condominium, the Articles of Incorporation and Bylaws of The Courtyards at Gondola Park Association, Inc., and Condominium Plat of The Courtyards at Gondola Park, a Condominium, all as amended from time to time.

N. "CONDOMINIUM PARCEL" means a Unit together with the undivided share in the Common Elements, which is appurtenant to the Unit.

O. "CONDOMINIUM PROPERTY" shall mean and include the lands that are subject to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

P. "DECLARATION" or "DECLARATION OF CONDOMINIUM" means this instrument, as amended from time to time.

Q. "DEVELOPER" means GONDOLA PARK JOINT VENTURE, a Florida Joint Venture, or its successors and assigns.

R. "EXISTING LENDER" shall mean any Institutional Lender financing the construction of the improvements on the Condominium Property.

S. "GUEST" means any person (other than the Unit Owner and his or her family) who is physically present in, or occupies a Unit on a temporary basis at the invitation of the Unit Owner or other permitted occupant, without the payment of consideration.

T. "INSTITUTIONAL LENDER" shall mean a bank, real estate investment trust, life insurance company, licensed mortgage company, savings and loan association, real estate or mortgage investment trust, pension fund, agency of the United States Government, the Developer, the Existing Lender, and FNMA, FHA and VA, or similar entities.

U. "LIMITED COMMON ELEMENTS" shall mean those Common Elements, which are reserved for the use of certain condominium Unit or Units to the exclusion of other Units, as specified in this Declaration and exhibits hereto.

V. "MASTER COVENANTS" shall mean the Amended and Restated Gondola Park Residential Master Covenants as recorded in Instrument #1998107709, Public Records of Sarasota County, Florida, as amended.

W. "MEMBER" or "MEMBER OF ASSOCIATION" means and refers to any person, natural, or corporate, who is a Unit Owner.

X. "MASTER ASSOCIATION" shall mean the Gondola Park Master Association, Inc., pursuant to its Amended and Restated Articles of Incorporation and Bylaws, which are attached as exhibits to the Master Covenants, as amended.

Y. "OCCUPANT" or "OCCUPY," when used in conjunction with a Unit, refers to a person staying overnight in a Unit.

Z. "SINGLE FAMILY RESIDENTIAL USE" shall mean occupancy by a single housekeeping Unit composed of One (1) person; Two (2) people no matter how related; or Three (3) or more persons all of whom are related to each other by blood, marriage, legal adoption or acting as guardian, legal custodian, or legal designee of a parent for a minor child residing within the Unit, it being the intention of this provision to prohibit occupancy of a Unit by Three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing Laws.

AA. "UNIT" shall mean a part of the Condominium which is to be subject to private, exclusive ownership.

BB. "UNIT OWNER" or "OWNER" shall mean the record owner of legal title to the Condominium Parcel.

CC. "UTILITY SERVICE" As used in connection with reference to this Condominium, this term shall include, but not be limited to, electric power, gas, hot and cold water, garbage and sewage disposal, and cable television apparatus.

DD. "SINGULAR, PLURAL, GENDER" Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, the use of the gender shall be deemed to include all genders.

4. CONDOMINIUM PLAT. A plat of the Condominium Property, containing a survey of said land and a plot plan locating the improvements thereon and identifying each Condominium Unit and the Common Elements and their relative locations and approximate dimensions is attached hereto as Exhibit "B" and recorded in Condominium Book _____, Pages _____, of the Public Records of Sarasota County, Florida. The locations, dimensions,

descriptions, identification, numbering or lettering of the respective Condominium Units shall be as described in Exhibit "B" and any subsequent amendments thereto as hereinafter provided. A Unit shall consist of the space defined in Exhibit "B" and as set forth in Article 5 of this Declaration. In the event that the actual physical location of any Unit at any time does not precisely coincide with Exhibit "B" and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in Exhibit "B" 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 "B" and subsequent amendments will control. By acceptance of a deed to any 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 as of 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.

5. UNIT BOUNDARIES, APPURTENANCES, POSSESSION & ENJOYMENT.

5.1 IDENTIFICATION, LOCATION AND DIMENSIONS OF UNITS: All Units are identified by a number and/or a letter, locating the Unit within the proposed building, and are delineated on the graphic description of the improvements which constitutes a part of the Condominium Plat and Survey attached hereto as Exhibit "B." No Unit bears the same designation as any other Unit. Exhibit "B" includes a Condominium Plat and Survey showing the land, location of the proposed building and other parts of the condominium property which, together with the Declaration, are sufficient in detail to identify the location and dimensions of the Common Elements and of each Unit, as evidenced by the certificate of the registered land surveyor included in Exhibit "B," certifying that the material which comprises Exhibit "B," together with the wording of the Declaration, is a correct representation of the proposed improvements described, and that there can be determined therefrom the identification, location and dimensions of the Common Elements and of each Unit. Upon substantial completion of each building, the Declaration shall be amended and recorded to include a surveyor's certificate of substantial completion as required by Sec. 718.104(4)(e), *Florida Statutes*.

5.2 BOUNDARIES OF UNITS: The horizontal boundaries of each Unit and the vertical boundaries of each Unit shall be the unfinished boundaries as shown on the graphic description of the improvements which are a part of Exhibit "B" to this Declaration, and which are more definitively set forth as follows:

A. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

1. Upper Boundaries – the horizontal plane of the unfinished lower surface of the interior ceiling.

2. Lower Boundaries – the horizontal plane of the unfinished upper surface of the concrete floor.

B. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished exterior surface of the walls or the centerline of the common walls bounding the Unit extending to intersection with each other and with the upper and lower boundaries.

C. When there are openings in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the Unit shall extend to the interior unfinished surfaces of the coverings of such openings, and their frameworks thereof. Therefore, windows, doors, screens and all framings, casings and hardware therefor, are excluded from the Unit.

D. The Unit shall not be deemed to include any pipes, wiring ducts or other utility installations that are physically within the above-described boundaries, but which serve other Units or the Common Elements. Such utility installations shall be Common Elements.

E. In cases not specifically covered above, or in case of conflict or ambiguity, the plans of the Units attached hereto as Exhibit "B" shall control in determining the boundaries of the Unit, except the provisions of Article 5.2(C) shall control over Exhibit "B".

5.3 APPURTENANCES. There shall pass with each Unit as appurtenances thereto:

A. An undivided share of the Common Elements.

B. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time as the Unit may lawfully be altered or reconstructed from time to time.

C. An undivided share in the Common Surplus.

D. Membership and voting rights in the Association. The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of votes ("voting interests") is equal to the total number of units. The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a unit is owned by one natural person, individually or as trustee, his or her right to vote shall be established by the record title to the unit. If a unit is owned jointly by two or more persons, that unit's vote may be cast by any of the owners. If two or more owners of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted. If the owner of a unit is a corporation, the vote of that unit may be cast by the president or vice-president of the corporation. If a unit is owned by a partnership, its vote may be cast by any general partner.

E. Exclusive use of Limited Common Elements as designated herein or in the survey attached hereto as Exhibit "B".

5.4 POSSESSION & ENJOYMENT. Each Unit Owner is entitled to the exclusive possession of his or her Unit. Each Unit Owner shall be entitled to the use of the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other Unit Owners. There shall be a joint use of the Common Elements and a mutual easement for that purpose is hereby created, except that each Unit Owner shall be entitled to the exclusive use of the Limited Common Elements appurtenant to his or her Unit.

6. LIMITED COMMON ELEMENTS.

6.1 DESCRIPTION OF LIMITED COMMON ELEMENTS. Certain Common Elements have been or may be designated as Limited Common Elements, reserved for the use of a particular Unit or Units, to the exclusion of the other Units. The Limited Common Elements and the Units to which their use has been designated are as described in this Declaration and as further identified on the attached survey and plot plan.

A. Garages. There are shown in Exhibit "B" certain covered garage spaces as Limited Common Elements. The exclusive use of each garage space is allocated to a Unit Owner as a function of the Unit purchased, total purchase price and the date upon which a Unit Owner reserved and/or contracted for a Unit. Maintenance of all interior spaces within the garages, and of the windows and the automatic door opener, if any, shall be the Unit Owner's responsibility. Maintenance of the exterior surfaces and structural components of the garage spaces shall be by the Association and shall be a Common Expense.

B. Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, shall be Limited Common Elements. Except as provided in Article 13.4 of this Declaration, the maintenance, repair and replacement of such equipment, fixtures and installations shall be by and at the expense of the Unit Owner.

C. Lanais. The screened lanai attached to and serving exclusively a Unit shall be a Limited Common Element. The Unit Owner shall be responsible for all cleaning, painting and maintenance except the Association shall paint and maintain the stucco exterior wall separating the unit and the lanai. No lanai may be carpeted or enclosed in any way without the prior written approval of the Board of Directors. The maintenance, repair and replacement and insurance of such approved carpeting or enclosure shall be the responsibility of the Unit Owner. Maintenance, repair and replacement of screening, screen supports and framing, sliding glass doors and tracks, assemblies and framing thereof, shall also be the responsibility of the Owner.

D. Balconies. If there is a balcony that is attached to and serving exclusively the unit these balconies shall be Limited Common Elements. The Unit Owners shall be responsible for all cleaning, painting and maintenance except the Association shall paint and maintain the stucco exterior wall adjacent to the balcony. No balcony may be carpeted, screened, or enclosed in any way without the prior written approval of the Board of Directors.

The maintenance, repair, replacement and insurance of such approved carpeting, screening, or enclosure shall be the responsibility of the Unit Owner. Maintenance, repair and replacement of the sliding glass door and tracks, assemblies and framing thereof, shall also be the responsibility of the Unit Owner.

E. Others. Any part of the Common Elements that is connected to and exclusively serves a single Unit, and is specifically required under Article 13 of this Declaration to be maintained, repaired or replaced by, or at the expense of, the Unit Owner, shall be deemed a Limited Common Element, whether specifically described above or not. This provision includes windows, screens and doors, including all hardware, locks and framings associated with these items.

6.2 EXCLUSIVE USE. The exclusive use of a Limited Common Element is an appurtenance to the Unit or Units to which it is designated or assigned. The right to such use passes with the Unit, whether or not separately described, and cannot be separated from it.

7. COMMON ELEMENTS. There shall be appurtenant to each of the Units an undivided fractional ownership of the Common Elements as set forth in paragraph 6 above. The Common Elements of the Condominium shall include the following:

7.1. The land described above and all improvements thereon, except for Units, as shown on the Condominium Plat and described herein.

7.2. Easements, as may be necessary, through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other Units or Common Elements.

7.3. Installations for furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing installations.

7.4. The property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements.

7.5. Easements for maintenance of Common Elements.

7.6. All finished surfaces of exterior walls, including glass or screen surfaces of windows, doors, lanais or balconies, of the various Units.

7.7. Easements as needed for maintenance and support of Units and Common Elements.

There is also appurtenant to each of the Units, easements, as needed, for encroachments benefiting such Unit resulting from minor construction deviations or variations and shifting and settling processes.

The streets, walks, and other rights-of-way serving the Units as part of The Common Area necessary to provide reasonable access to the public ways are hereby subject to non-exclusive easements for ingress and egress for the benefit of the Units. Any Mortgagee consenting to this Declaration does hereby subordinate its rights in said easements to the rights of Unit Owners.

8. EASEMENTS. The following easements are established and reserved over, across, under and through the Condominium Property, the Units, the Common Elements and Limited Common Elements, each to be a covenant running with the land of the Condominium Property, and in favor of the Association, individual or collective Unit Owners, the Developer, governments having jurisdiction, suppliers of utility services, and owners and occupants of adjacent lands, as the context may require:

8.1. INGRESS AND EGRESS. Non-exclusive rights-of-way by vehicle or on foot in, to, over and upon the roads, drives, streets, driveways, walks and paths, whether shown on any exhibit hereto or any amendment thereto or not, as same may be initially located or as they may be built or relocated in the future, for all reasonable and usual purposes for which such roads, drives, streets, driveways, walks and paths are commonly used, to provide ingress to and egress from each Unit and all and singular the Common Elements and Limited Common Elements. This easement shall not be construed to grant or create the right or privilege to park any vehicle on any part of the Condominium Property not designated as a parking area, nor shall it create an easement over any roadways or areas located within the Common Area.

8.2. UTILITIES AND DUCT WORK. Easements as may be required, desirable or necessary for the furnishing of utility services to any one or more Units, the Common Elements, Limited Common Elements, the Condominium Property generally and adjacent lands not forming a part of the Condominium. Such easements shall include, but not be limited to, such easements as may be shown on exhibits to this Declaration and amendments hereto. Easements shall exist in all Common Elements and within Units for utility services and an easement in gross is hereby granted in all Common Elements for utility services in favor of governments having jurisdiction, suppliers of utility services, and owners and occupants of adjacent lands. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred. Also such easements as may be required, desirable or necessary for duct work and condensate lines for the furnishing of air-conditioned, cooled or heated air to the Units from air-conditioning or heating equipment or installations located without the Unit boundaries. Easements reserved hereunder shall include access easements over the Common Elements for installing, reading, repairing, maintaining and replacing meters, lines and other facilities supplying utilities to the Condominium Property.

8.3. ENCROACHMENTS. If a Unit or a Limited Common Element shall encroach upon any Common Element or Limited Common Element, or upon any other Unit by reason of original construction or by the non-purposeful or non-negligent act of the Unit Owner, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist. If any Common Elements or Limited Common Elements shall encroach upon a Unit as a

result of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

8.4. MAINTENANCE. Such easements as may be reasonably necessary or desirable are provided for the purposes of maintenance, repair, replacement, rebuilding and reconstruction of the Units, Common Elements and Limited Common Elements, utility services, and for implementation of any of the maintenance or repair obligations of the Association and Unit Owners.

8.5. DEVELOPER. Easements, including but not limited to ingress and egress, are hereby reserved and shall exist through and over the Condominium Property as may be required, convenient or desired by Developer for the completion of the development of the Condominium and the sale of the Units. Likewise, such easements are also reserved to the Developer for the development of adjacent lands not part of the Condominium Property, including but not limited to lands that might be submitted as additional phases hereunder. Neither the Unit Owners nor the Association shall interfere in any way with such completion and sale. Developer reserves unto itself, its successors and assigns, the right to grant additional non-exclusive easements for ingress, egress, utilities and drainage. For so long as there are any unclosed Units within the Condominium, Developer and its designee shall have the right to use any Units and Common Elements in order to establish, modify, maintain and utilize, as it deems appropriate, model units and sales and other offices. Without limiting the generality of the foregoing, Developer and its designees may show model Units and the Common Elements to prospective purchasers and tenants of Units, erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease and take all other action helpful or useful for sales, leases, promotion and administration of the Condominium.

8.6. ADJACENT PROPERTY. Easements for utilities and drainage are hereby reserved over the utility and drainage easements located herein or otherwise reserved herein to provide utilities and drainage to properties adjacent to the Condominium that are not a part of the Condominium, including but not limited to the property that could become a part of the Condominium pursuant to this Declaration if additional phases are added. Easements for ingress and egress are hereby reserved over all roads, drives, and streets to provide access to properties adjacent to the Condominium that are not part of the Condominium, including but not limited to the property that could become a part of the Condominium pursuant to this Declaration if additional phases are added.

9. PHASED DEVELOPMENT. Developer intends to develop this Condominium in Five (5) residential phases pursuant to the provisions of *Florida Statutes* §718.403. The lands which may become part of the Condominium are described in Exhibit "B". A depiction of each phase and the number and general size of the Units included in each phase are shown on Exhibit "B". No Phases will become part of the Condominium unless and until Condominium ownership by Developer's execution of an amendment to this Declaration of Condominium and to the condominium plat attached as Exhibit "B", which amendment shall be recorded in the Public Records of Sarasota County, Florida. Such amendment shall not require the execution, joinder or consent of any individual Unit Owner or holders of recorded liens thereon (including

Institutional Lenders) or the Association. Such amendment shall take effect at the time of its recording in the Public Records of Sarasota County. When a Phase is added to the Condominium, the Common Elements in that Phase shall merge with the Common Elements and will become part of one Condominium, and the share of the Common Expense, Common Elements and Common Surplus of each Unit will be adjusted as provided in Article 10 of this Declaration. In addition, when a Residential Phase is added, each added Unit will have one vote in the affairs of the Association. Although Developer contemplates developing additional Phases as shown on Exhibit "B", in the event such phases are not submitted as a part of the Condominium within Seven (7) years from the date of the recording of this Declaration, the Units and property shown in such Phase will not become part of the Condominium and will not share in the Common Elements, Common Surplus, Common Expenses or in the voting rights of the Association. Time share estates will not be created in any phase. Other information includes:

9.1 The maximum number of residential buildings will be Five (5).

9.2 Each residential phase will have One (1) building with Twenty-Two residential units, no more or less.

9.3 Each Twenty-Two (22) Unit building will contain Four (4) Two (2) bedroom, Two (2) bath Units; and Eighteen (18) Three (3) bedroom, Two (2) bath Units.

9.4 The Two (2) bedroom Two (2) bath Units in each building will contain not less than 1,168 square feet of air conditioned living space nor more than 1,358 square feet of air conditioned living space. The Three (3) bedroom Two (2) bath Units in each building will contain no less than 1,335 square feet of air conditioned living space and no more than 1,562 square feet of air conditioned living space. Square footage calculations are from the exterior of the outside walls to the center line of common walls.

9.5 The maximum number of units will be One Hundred Ten (110).

9.6 Phases may be submitted to condominium use in any order or combination and do not need to be submitted in numerical order.

9.7 The addition of additional phases shall increase the number of units in the Condominium and the amount of land included within the Condominium Property. Additional phases shall be of a compatible and complimentary nature. Developer anticipates that adding the Four (4) additional phases will increase the area of homogeneous development and provide for more economical operation of the Condominium. Each Unit Owner in the Condominium shall own an equal undivided interest in the Common Elements then forming a part of the Condominium. As additional phases are added each Unit Owner in then existing phases shall own a smaller percentage of the Common Elements, but there will be more Common Elements. At all times the percentage ownership in the Common Elements appurtenant to each unit shall be equal to one (1) divided by the total number of Units then forming a part of the Condominium.

9.8 The developer may make changes in the legal description of a phase, including changes in the size of a phase.

9.9 Ingress and egress may be relocated to any location within the phase description.

9.10 The perimetric boundaries of any building or structure may be expanded or contracted.

9.11 Any building or structure may be relocated to any other location within the boundaries of its Phase. The Common Areas may change in proportion to the contraction, expansion or relocation of any building, structure or ingress and egress.

9.12 Residential buildings and Units which are added to the Condominium will not be substantially different from the residential buildings and Units originally in the Condominium.

The following proposed recreational facilities will be used in common with unit owners in The Residences at Gondola Park, a Condominium.

The proposed recreational facilities include:

9.13 Each building will have a Community Room being approximately Twenty-Nine Feet (29') in length, Sixteen Feet (16') in width and Ten Feet (10') in height. Each room will be capable of accommodating between One (1) to Twenty (20). There will be one restroom being approximately Six Feet (6') by Seven Feet (7') which will be handicapped accessible and will accommodate One (1) person at a time.

9.14 It is planned that each of the Community Rooms will be equipped to serve a different function as follows:

A. The first Community Room to be completed (expected to be in Building C) will be equipped as a small Gymnasium with suitable fitness equipment such as a Treadmill, Stair-climber, Weightlifting Unit and Exercise Bicycle. The expected completion date of this facility is December, 2002.

B. The second Community Room (expected to be in Building D) will be equipped as an Arts and Crafts Workroom with a tiled floor, Two (2) large sinks, Two (2) worktables, and Three (3) easels. The expected completion date of this facility is September, 2003.

C. The third Community Room (expected to be in Building E) will be a Game room with Four (4) card tables and One (1) pool table. The expected completion date of this facility is June, 2004.

D. The fourth Community Room (expected to be in Building B) will be equipped as a Spa, with One (1) Sauna and One (1) Hot Tub. There will be Four (4) relaxing benches and separate showers and dressing areas for each sex. The expected completion date of this facility is December, 2004.

E. The fifth Community Room (expected to be in Building A) will be equipped as an Efficiency Apartment for future use by an on-site Maintenance Person, should the Condominium Association choose to retain employ one. The expected completion date of this facility is September, 2005.

Unit Owners in The Courtyards at Gondola Park will also have access to the following current recreational facilities in The Residences at Gondola Park.

The current recreational facilities include:

9.15 A swimming pool having approximately Two Thousand (2,000) square feet of surface area with a depth of approximately Three Feet (3') Six Inches (6") to Four Feet (4), and a deck of approximately Two Thousand (2,000) square feet. The pool deck will accommodate approximately One Hundred (100) persons. The pool is heated and will accommodate approximately Thirty (30) people.

9.16 Community Building. The community building is approximately Seventy-One Feet (71') in length, Twenty-Eight Feet (28') in width, and Sixteen Feet (16') in height. It will accommodate approximately One Hundred Eighty (180) people. There are Four (4) restrooms, each measuring Eight Feet (8') by Five Feet (5'). Each restroom consists of a toilet facility and sink. Each restroom will accommodate One (1) person at a time.

9.17 The regulation tennis court is approximately Thirty-Six Feet (36') by Seventy-Six Feet (76'). The tennis court will accommodate teams of up to Two (2) players per side for a total number of participants of Four (4). Next to the tennis court will be an open-air shelter, Sixteen Feet (16') by Ten Feet (10'), and Ten Feet (10') in height. It will accommodate approximately Twelve (12) people.

10. COMMON EXPENSES, COMMON SURPLUS AND COMMON ELEMENTS. Each Unit Owner shall be liable for an equal share of the Common Expenses and shall own an equal share of the Common Elements and Common Surplus. After the recording of this Declaration, each Owner will own an undivided 1/22nd of the Common Elements. As additional residential phases are added, the percentage share of each Owner shall be computed by use of a formula having a numerator of One (1) and a denominator equal to the number of Units submitted to the Condominium form of ownership.

11. ASSOCIATION. The operation of the Condominium is by The Courtyards at Gondola Park Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

11.1 ARTICLES OF INCORPORATION. A copy of the Articles of Incorporation of the Association is attached as Exhibit "D."

11.2 BYLAWS. The Bylaws of the Association are attached as Exhibit "E."

11.3 DELEGATION OF MANAGEMENT. The Board of Directors may contract for the management and maintenance of the Condominium Property and authorize a manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, keeping of records, enforcement of rules, and maintenance and repair of the Common Elements with funds made available by the Association for such purposes. The Association and its Directors and Officers shall, however, retain at all times the powers and duties provided in the Condominium Act.

11.4 MEMBERSHIP. The membership of the Association shall be comprised of the record owners of legal title to the Units, as further provided in the Bylaws.

11.5 ACTS OF THE ASSOCIATION. Unless the approval or affirmative vote of the Unit Owners is specifically made necessary by some provision of the Condominium Act or the Condominium Documents, all approvals of actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Unit Owners. The Officers and Directors of the Association have a fiduciary relationship to the Unit Owners. A Unit Owner does not have the authority to act for the Association by reason of being a Unit Owner.

11.6 POWERS AND DUTIES. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property and Association Property. The Association may impose reasonable fees for use of Common Elements or Association Property. The Association, upon written approval of a majority of the voting interest, has the power to enter into agreements to acquire leaseholds, memberships and other possessory or use interests in lands or facilities contiguous to the lands of the Condominium, for the use and enjoyment of the Unit Owners.

11.7 OFFICIAL RECORDS. The Association shall maintain its official records as required by law. The records shall be open to inspection by Unit Owners, or their authorized representatives, at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the Unit Owner seeking copies.

11.8 PURCHASE OF UNITS. The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey them, such power to be exercised by the Board of Directors.

11.9 ACQUISITION OF PROPERTY. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as provided by Section 11.8 above, the power to acquire real property may be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

11.10 DISPOSITION OF PROPERTY. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, or otherwise encumbered or disposed of by the affirmative vote of the Board of Directors, without need for authorization by the Unit Owners.

11.11 ROSTER. The Association shall maintain a current roster of names and mailing addresses of Unit Owners. A copy of the roster shall be made available to any Member upon request.

11.12 MEMBER APPROVAL OF CERTAIN LITIGATION. Notwithstanding any other provisions of the Condominium Documents, the Board of Directors shall be required to obtain the prior approval of at least Seventy-Five Percent (75%) of the voting interests of the Association prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Association for the purpose of commencing any lawsuit, other than for the following purposes:

- A. The collection of Assessments;
- B. The collection of other charges, which Members are obligated to pay;
- C. The enforcement of the Condominium Documents;
- D. The enforcement of the rules and regulations of the Association;
- E. In an emergency, when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association or its Members; or
- F. Filing a compulsory counterclaim.

12. ASSESSMENTS AND LIENS. The Association has the power to levy and collect Assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including regular Assessments for each Unit's share of the Common Expenses as set forth in the annual budget, and special Assessments for unusual, non-recurring or unbudgeted Common Expenses. The Association may also levy special charges against any individual Unit for any amounts other than Common Expenses, which are properly chargeable against such Unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in Section 11 of the Bylaws and as follows:

12.1 COMMON EXPENSES. Common Expenses include all expenses of the operation, maintenance, repair, replacement and protection of the Common Elements and Association Property, the expenses of operating the Association and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts.

12.2 SHARE OF COMMON EXPENSES. The Owner of each Unit shall be liable for a share of the Common Expenses of the Association equal to his share of ownership of the Common Elements and the Common Surplus, as set forth in Section 10 of the Declaration of Condominium.

12.3 OWNERSHIP. Assessments collected by or on behalf of the Association become the property of the Association; no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner has the right to withdraw or receive distribution of his share of the Common Surplus, except as otherwise provided herein or by law.

12.4 ASSESSMENTS AND OBLIGATIONS. The record owner of legal title to each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he or she is the Owner. Multiple owners are jointly and severally liable. Except as provided in Section 21.3 of this Declaration, whenever title to a Condominium Parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments against the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

12.5 NO WAIVER OR EXCUSE FROM PAYMENT. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit for which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of his share of the Common Expenses, except for the Developer as set forth more completely in Section 12.12, herein, unless all Unit Owners are likewise proportionately excused from payment, except as provided herein as to certain mortgages.

12.6 APPLICATION OF PAYMENTS; FAILURE TO PAY; INTEREST. Assessments and installments thereon paid on or before Ten (10) days after the due date shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, until paid. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date established in the Bylaws or otherwise set by the Association for payment. The Association may impose a late payment fee, in addition to interest, as allowed by law. All payments on account shall be applied first to interest, then to late payment fees and attorney's fees, and costs, and finally to unpaid Assessments, in such manner as determined by law. No payment by check is deemed received until the check has cleared.

12.7 ACCELERATION. If any special Assessments or installments as to a Unit become more than Thirty (30) days past due and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the

Unit's annual Assessments and all special Assessments for that fiscal year as if said balance had originally been due on the date the Claim of Lien was recorded. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney's fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose required by *Florida Statutes* §718.116, or may be sent separately.

12.8 LIENS. The Association has a lien on each Condominium Parcel securing payment of past due Assessments, including interest and reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessments or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Sarasota County, Florida, stating the name and address of the Association, the description of the Condominium Parcel, the name of the record Owner, the Assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid Assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

12.9 PRIORITY OF LIEN. The Association's lien for unpaid Assessments shall be subordinate and inferior to the lien of any recorded first mortgage unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise provided by law. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

12.10 FORECLOSURE OF LIEN OR PURSUIT OF MONEY JUDGMENT. The Association may bring an action in its name to foreclose its lien in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for monies due without waiving any lien rights.

12.11 CERTIFICATE AS TO ASSESSMENTS. Within Fifteen (15) days after request by a Unit Owner, Unit purchaser or mortgagee, the Association shall provide a certificate stating whether all Assessments and other monies owed to the Association by the Unit with respect to the Condominium Parcel have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby.

12.12 STATUTORY ASSESSMENTS GUARANTEE; LIABILITY OF DEVELOPER FOR COMMON EXPENSES. The Developer guarantees that from the recording of this Declaration, until January 1, 2005, or such earlier date as Unit owners other than the Developer first elect a majority of the Directors of the Condominium Association (the "Turnover Date"), Assessments against Unit Owners for Common Expenses will not exceed \$630.00 per quarter (\$210.00 per month). If the Turnover Date has not occurred by January 1, 2005, then the Developer has the option, in its sole discretion, to further guarantee that from January 1, 2005,

until the first to occur of the Turnover Date or January 1, 2006, Assessments against Unit Owners for Common Expenses will not exceed \$750.00 per quarter (\$250.00 per month). If the Turnover Date has not occurred by January 1, 2006, the Developer has the option, in its sole discretion, to further guarantee that from January 1, 2006, until the first to occur of the Turnover Date, or January 1, 2007, Assessments against Unit Owners for Common Expenses will not exceed \$825.00 per quarter (\$275.00 per month). During the initial guarantee period, and such additional guarantee periods as may be agreed to by the Developer, the Developer and Units owned by the Developer shall be exempt from the payment of Assessments for Common Expenses. The Developer shall, however, be obligated to fund any deficit caused by the failure of Assessments at the guaranteed level receivable from other Unit Owners to meet the Common Expenses incurred by the Association. During the foregoing, Developer guarantee periods, any and all assessments to the Master Association are included in the guaranteed amounts.

13. MAINTENANCE, LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS. Responsibility for the protection, maintenance, repair and replacement of the Condominium Property, and restrictions an its alteration and improvement shall be as follows:

13.1 ASSOCIATION MAINTENANCE. The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements, Limited Common Elements and Association Property (other than the Limited Common Elements that are required elsewhere herein to be maintained by the Unit Owner). The cost is a Common Expense. The Association's responsibilities include, without limitation:

- A. Electrical wiring up to the circuit breaker panel in each Unit.
- B. Water pipes up to the individual Unit water meter.
- C. Cable television lines up to the wall outlet.
- D. Main air conditioning condensation drain lines up to the point where the individual Unit drain line cuts off.
- E. Sewer lines up to the point where they enter the individual Unit.
- F. All installations, fixtures and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.
- G. The exterior surface of the main entrance doors to the Units.
- H. All finished surfaces of exterior walls, including painting, waterproofing, and caulking, as well as load bearing walls which form a part of the boundary of the Unit to the extent not covered in Paragraph 13.2(M).

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition to the Common Elements made by a Unit Owner or his predecessor in title.

13.2 UNIT OWNER MAINTENANCE. Each Unit Owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit and certain Limited Common Elements. The Owner's responsibilities include, without limitation:

- A. Maintenance, repair and replacement of screens, windows and window glass.
- B. The entrance door to the Unit,, Garage and entry and their interior surfaces.
- C. All other doors within or affording access to the Unit.
- D. The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the Unit and serving only the Unit.
- E. The circuit breaker panel and all electrical wiring going into the Unit from the panel.
- F. Appliances, water heaters, smoke alarms and vent fans.
- G. All air conditioning, and heating equipment, thermostats, ducts and installations serving the Unit exclusively.
- H. Carpeting and other floor coverings.
- L. Door and window hardware and locks, including sliding glass door assemblies and tracks.
- J. Shower pans.
- K. The main water supply shut-off valve for the Unit.
- L. Other facilities or fixtures which are located or contained entirely within the Unit and serve only the Unit.

M. All interior partition walls, as well as non-load bearing walls which form a part of the boundary of the Unit to the extent not covered in Paragraph 13.1(H).

13.3 OTHER UNIT OWNER RESPONSIBILITIES:

A. Lanais. Where a Limited Common Element consists of a lanai area, the Unit Owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling of said area; and all fixed glass and sliding glass doors in portions of the entrance way to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair and replacement of all exterior walls of the Building and the concrete slabs.

B. Balconies. Where a limited common element consists of a balcony area, the unit owner who has the right of exclusive use of the balcony area shall be responsible for the day to day cleaning and care of the wall, railings and other improvements of the area, and all sliding glass doors, tracks and assemblies to the balcony, and the wiring and electrical outlet(s), and fixture(s), thereon, if any, and the replacement of light bulbs. The Association shall be responsible for the maintenance, repair and replacement of the stucco exterior wall adjacent to the balcony and the concrete slab.

C. Interior Decorating. Each Unit Owner is responsible for all decorating within his or her own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

D. Flooring. All Units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in foyers, kitchens, bathrooms or laundry rooms. An Owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining Units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner.

E. Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association.

F. Modifications and Alterations. If a Unit Owner makes any modifications, installations or additions to his Unit, the Common Elements, or the Limited Common Elements, the Unit Owner, and his or her successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications,

installations or additions, as well as the costs of repairing any damage to the Common Elements or other Units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other part of the Condominium Property, provided however, nothing herein shall be construed to authorize an owner to proceed with any such work without first obtaining the written approval of the Board of Directors as required in Section 13.5 hereof.

G. Use of Licensed and Insured Contractors. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, such Owner shall be deemed to have warranted to the Association and its Members that his contractor(s) are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

13.4 APPLIANCE MAINTENANCE CONTRACTS. If there shall become available to the Association a program of contract maintenance for kitchen appliances, water heaters, air-conditioning compressors, or air handlers serving individual Units, which the Association determines is to the benefit of the Owners to consider, then upon agreement by a majority of the voting interests present, in person or by proxy and voting, at a meeting called for the purpose, or upon agreement by a majority of the voting interests in writing, the Association may enter into such contractual undertakings. The costs of such contractual undertakings to the Association shall be Common Expenses. All maintenance, repairs and replacements not covered by the contracts shall be the responsibility of the Unit Owner.

13.5 ALTERATION OF UNITS OR COMMON ELEMENTS BY UNIT OWNERS. No Owner shall make or permit the making of any material alterations or substantial additions to his Unit, the Common Elements, or Limited Common Elements, or in any manner change the exterior appearance of any portion of the Condominium Property, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. No Owner may alter the landscaping of the Common Elements in any way without prior Board approval,

13.6 ALTERATIONS AND ADDITIONS TO COMMON ELEMENTS AND ASSOCIATION PROPERTY BY ASSOCIATION. The protection, maintenance, repair, insurance and replacement of the Common Elements and Association Property is the responsibility of the Association and the cost is a Common Expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or the real property owned by the Association costing more than Five Percent (5%) of the annual operating budget of the Association, including reserves, in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair or replace the Common Elements or Association Property also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner approval is required.

13.7 ENFORCEMENT OF MAINTENANCE. If after reasonable notice the Owner of a Unit falls to maintain the Unit or its appurtenant Limited Common Elements as required in this Declaration, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Unit or Limited Common Element, with or without notice to or consent of the tenant or Unit Owner, to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit Owner, together with reasonable attorney's fees and other expenses of collection, if any.

13.8 NEGLIGENCE; DAMAGE CAUSED BY CONDITION IN UNIT. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by his or her act or negligence, or by that of any Member of his or her family or his or her guests, employees, agents, or tenants. Each Unit Owner has a duty to maintain his or her Unit, any Limited Common Elements appurtenant to the Unit (except those Limited Common Elements required to be maintained by the Association as provided in this Declaration), and personal property therein, in a such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the Common Elements or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the Owner.

13.9 ASSOCIATION'S ACCESS TO UNITS. The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Association may retain a pass-key to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides a key to the Association. If the Association is not given a key, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damage to his Unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his Unit caused by the non-availability of a key.

13.10 PEST CONTROL. The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An Owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the Owner thereof must either permit the Association's pest control company to enter his Unit or must employ a licensed pest control company to enter his Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the Common Expenses, the election of an Owner not to use such service shall not reduce the Owner's Assessments.

13.11 HURRICANE SHUTTERS. Notwithstanding any provisions set forth hereinabove to the contrary, the Board of Directors may adopt and approve a model, style and color of hurricane shutter as a standard hurricane shutter for use in the Condominium. A unit owner may install an approved shutter without specific consent from the Board of Directors provided the hurricane shutter and all attachments and equipment conform in all respects to the approved hurricane shutter plans and specifications. No hurricane shutter except the standard model, color and style adopted by the Board of Directors shall be permitted, if such standard is adopted.

14. USE RESTRICTIONS.

14.1 USE OF UNITS. Each Unit is hereby restricted to Single Family Residential use by the Owner or Owners thereof, or their tenants. No business or trade shall be permitted to be conducted in a Unit, or anywhere else on the Condominium Property, except as follows:

A. The Association is excluded from the general prohibition on the conduct of business given its duties and responsibilities under these documents, and applicable law.

B. Unit Owners and tenants may conduct limited professional or business activities incidental to the primary use of the Unit as a residence, if confined solely within their Unit, but only if the activity cannot be seen, heard or smelled by other residents of the Condominium, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the Condominium, nor shall any activities be permitted that would increase the insurance risk of other Owners, or the Association, or constitute a dangerous activity.

14.2 NUISANCE PROHIBITED. No nuisances shall be allowed to be committed, or maintained upon the Condominium Property nor any use or practice that is the source of annoyance to residents, or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

14.3 OBSERVANCE OF LAWS AND PROPERTY CONDUCT. No immoral, improper, or offensive use shall be made on the Condominium Property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed.

14.4 REGULATIONS. Reasonable regulations concerning the use of the Common Elements, Units, Association Property and other Condominium Property may be made and amended from time to time by the Board of Directors of the Association, and all Owners and occupants shall abide by said regulations.

14.5 SIGNS. No person other than the Developer may post or display any signs anywhere on the Condominium Property, including "For Sale," "For Rent," "Open House," and other similar signs.

14.6 GARMENTS. No garments, rugs, towels, clothing, flags and any and all other items shall be hung or displayed from the windows, facades or other exterior portions of any of the Buildings in the Condominium. Nothing herein shall preclude the respectful display of the United States Flag.

14.7 PARKING. Except as set forth below, only conventional passenger automobiles and personal motorcycles used for normal transportation may be parked in any parking area. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of Two (2) doors, Four (4) doors, hatchback or convertible, and shall also include station wagons, vans, pick-up trucks with a cargo load capacity of ½ ton or less, and sport utility vehicles.

All other motor vehicles, including but not limited to commercial vehicles (any vehicle used in a trade or business and having advertising or promotional information, symbols or materials affixed thereto), trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and pick-up trucks with a cargo load capacity in excess of ½ ton), boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motorhomes, mobile homes, any and all other vehicles other than the aforescribed, shall be prohibited.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in parking areas during the time they are actually servicing a home, but in no event overnight; (2) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a parking area when they are being actively loaded or unloaded; (3) any of the motor vehicles, trailers or other vehicles which are otherwise prohibited by virtue of this provision may be parked inside an owners garage provided the garage door is kept closed and the vehicle is only located outside of the closed garage when it is being loaded or unloaded or driven to or from the home.

The Board of Directors of the Association shall have the authority to prohibit any vehicle which would otherwise be permitted under this Section, if the Board determines, in the reasonable exercise of its business judgment, that the vehicle constitutes a safety hazard. For example, certain vans may be prohibited by the Board rule from parking in certain areas because their height and size, and/or lack of windows, will make it dangerous for the owners of vehicles parked next to them to safely enter and exit the parking areas.

14.8 PETS. The Owner or tenant of each Unit may keep One (1) pet, of a normal domesticated household type (such as a cat or dog) in the Unit. The pet must be leashed or carried at all times while outside of the Unit. Any Unit Owner or other resident who keeps or maintains any pet upon any portion of the Condominium Property shall be deemed to have indemnified and agreed to hold the Association, each Unit Owner and the Developer, free and harmless from any loss, claim or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet within the Condominium. All pets shall be registered with the Board of Directors and shall be otherwise registered and inoculated as required by law. Unit Owners and Occupants shall be responsible for picking up all excrement deposited by any pet as soon as practicable. Failure to pick up and properly and promptly dispose of such excrement shall be *prima facie* evidence that such pet is causing an unreasonable disturbance or annoyance hereunder. The ability to keep such a pet is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet, which becomes a source of annoyance to other residents. No reptiles, rodents, poultry, amphibians or livestock may be kept in the Condominium, but tropical fish or caged birds are permitted.

14.9 GARAGES. The garages, which are Limited Common Elements are intended for the primary purpose of parking motor vehicles. No garage shall be permanently enclosed or converted to any other use without the prior written approval of the Board. When ingress and egress to the garage is not required, the garage doors shall remain closed, except to permit ventilation when the garage is in use by the Owner or other resident. Repair of motor vehicles is permitted only inside the garages.

15. SALE OR LEASE OF A UNIT. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Condominium Units, the sale and leasing of a Unit by an Owner shall be subject to the following provisions:

15.1 TRANSFERS SUBJECT TO APPROVAL. No Unit Owner may lease, or dispose of a Unit or any interest therein by sale; provided, an owner may transfer or lease a unit to his or her spouse, another member of the Association or to a trustee if the Owner, his or her spouse or lineal descendants are the sole beneficiaries, without prior approval of the Association. The Association may delegate its authority to a single director, a committee or an agent.

15.2 APPROVAL OF LEASING. All leases shall be subject to prior approval of the Association. Approval shall not be unreasonably withheld. Within a reasonable time, not less than Fifteen (15) days prior to the commencement of the proposed lease term, a Unit Owner or his or her agent shall apply to the Association for approval of such lease; if desired, the Board may prescribe the application form. The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease,

and the prospective lessee shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the Owner's obligation to furnish the lessee with a copy of all Condominium Documents. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium Documents; shall provide or be deemed to provide that any violation of the Condominium documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The unit owners shall have a duty to bring his or her tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the unit owner fails to bring the conduct to the tenant into compliance with the Condominium Documents, the Association shall then have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenant's noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Unit Owner, which shall be secured by a lien on the unit which may be foreclosed in the same manner as a mortgage. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within Ten (10) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond within Ten (10) days shall be deemed to constitute approval.

15.3 TERM OF LEASE AND FREQUENCY OF LEASING. The minimum lease term is Ninety (90) consecutive days. No lease may begin sooner than Ninety (90) days after the commencement of the last lease. No subleasing or assignment of lease rights by the lessee is allowed.

15.4 OCCUPANCY DURING LEASE TERM. The total number of permanent occupants of a leased Unit is limited to Two (2) persons per bedroom. Any person staying overnight more than Fourteen (14) days shall be considered a permanent occupant. No pets are permitted. Guests of lessees must be registered with the Association. The maximum stay for guests of lessees is Fourteen (14) days. Guests of lessees may not use the Unit except when the lessee is also in residence.

15.5 DISAPPROVAL OF LEASING. If the Association disapproves a proposed lease or renewal, the Unit Owner shall receive a statement indicating the reason for the disapproval, and the lease shall not be made or renewed. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the tenant. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application if a denial is based upon any of the following factors:

A. The persons seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons or property, or of a felony demonstrating dishonesty or moral turpitude.

B. The application for approval on its face, or the conduct of applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents.

C. A person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by conduct in this condominium as a tenant, Unit Owner or occupant of a Unit.

D. A person seeking approval has failed to provide the information, fees or appearance required to process the application in a timely manner.

E. All assessments, fines or other charges against the Unit and/or Unit Owner have not been paid in full.

15.6 APPROVAL OF SALE OR TRANSFER OF UNIT. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner: a Unit Owner intending to make a sale of the Unit or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Board if desired by the Board, and such other information concerning the intended sale and purchase as the Association may reasonably require, and shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser. The prospective purchaser shall make himself or herself available for a personal interview, if desired, by the Board, prior to approval of such sale. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. Within Twenty (20) days after receipt of such fully completed notice and information, and the holding of a personal interview, whichever date last occurs, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, in recordable form. Failure of the Association to respond within the Twenty (20) day period shall constitute approval.

15.7 DISAPPROVAL OF SALE OR TRANSFER OF UNIT. Approval of the Association shall be withheld only if a majority of the entire Board so votes. The Board shall consider the following factors and may confer with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

A. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the Condominium Documents.

B. The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

C. The person seeking approval has a record of financial irresponsibility, including without limitation bankruptcies, foreclosures or bad debts.

D. The Owner allows a prospective Owner to take possession of the premises prior to approval by the Association as provided for herein.

E. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in this condominium as a tenant, Unit Owner or occupant of a Unit.

F. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

G. All assessments, fines and other charges against the Unit or the Unit Owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

15.8 RIGHT OF FIRST REFUSAL, DUTY TO PROVIDE ALTERNATE PURCHASER. Except as further provided herein, if the Association disapproves a prospective purchaser, the Association shall have the obligation to purchase the unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser within sixty days after written notice of disapproval, or at such later date as the parties may agree. Should transfer be rejected on the grounds for disapproval set forth above, the Association's right of first refusal shall be optional. If the grounds for disapproval set forth above were not shown, the Association shall have a duty to exercise its right of first refusal or provide an alternate purchaser.

If the application for transfer raises a question, in the Board's reasonable judgment, as to whether the stated purchase price is *bona fide*, the price to be offered shall be determined by taking an average fair market value established by Two (2) qualified real estate appraisals from current condominium prices in Sarasota County, One (1) appraiser will be selected by the selling owner and the other selected by the Association. The cost of the appraisals shall be shared equally by the owner and the Association. Closing and transfer shall be within Thirty (30) days from submission of the agreement to purchase by the Association or Ten (10) days after the price is determined as provided above, whichever occurs later.

15.9 SCREENING FEES. The Association may require the payment of a preset screening fee simultaneously with the giving of notice of intention to sell or lease, said screening fee to be set by the Board from time to time and shall be in conformance with applicable law. No fee may be collected in connection with an application to renew a previously approved lease.

15.10 DEVELOPER EXEMPTION. The Developer may sell units without approval of the Association.

16. AMENDMENT. Subject to other provisions of this Declaration relative to amendment, including but not limited to the authority of the Developer to amend, which provisions are excepted from the terms of this Article, this Declaration may be amended in the following manner:

16.1. NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Members of the Association of which a proposed amendment is to be considered. Proposals to amend existing provisions of the declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens. There shall be at least Fourteen (14) days written notice to each Unit Owner in advance of the meeting and notice shall be continuously posted at a designated conspicuous place on the Condominium Property at least Fourteen (14) days prior to said meeting. The foregoing requirements as to meetings are not to be construed, however, to prevent Unit Owners from waiving notice of the meetings or from acting by written agreement without meetings.

16.2. RESOLUTION. A resolution for the adoption of a proposed Amendment may be proposed by either the Board of Directors of the Association, or by not less than Twenty Percent (20%) of the Members of the Association. Members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Approval of a proposed Amendment must be by not less than a majority of all voting interests in the Association.

16.3. RESERVATION BY DEVELOPER. The Developer reserves the right to amend this Declaration pursuant to Article 22 of this Declaration, and to amend this Declaration and Bylaws as may be otherwise provided in this Declaration. In addition, until such time as the Developer has transferred control of the Association to the Members, this Declaration and the Bylaws may be amended by affirmative resolution of the Board of Directors of the Association without any notice, meeting or approval of the Unit Owners as otherwise generally provided in this Declaration. However, no such amendment shall materially alter or modify the appurtenances to any Unit or change the proportion or percentage by which the Owner of the parcel shares the Common Expenses and owns the Common Surplus, nor shall it increase the maximum number of Units permissible nor substantially alter the development plans for the Condominium. Furthermore, no such amendment shall materially change the configuration or size of a Unit or create timeshare estates.

16.4. PROVISO. Provided, however, that no amendment shall discriminate against any Unit Owner, nor against any Unit, or class or group of Unit Owners, unless the Unit Owners so affected and their mortgagees, if any, shall unanimously consent in writing; and no amendment shall alter any Unit, nor change the share of the Common Expenses, unless the Owner of the Units concerned and record Owners of mortgages on such Units shall join in the

execution of the amendment. Neither shall an amendment of this Declaration make any change in any provision specifically providing that it may not be amended. No amendment shall make any change which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer unless approved, in writing, by the Developer.

16.5. EXECUTED AND RECORDED. A copy of each adopted amendment shall be attached to a certificate certifying that said amendment was duly adopted, which certificate shall be executed by the Officers of the Association with the formalities of a deed. Said copy and certificate shall be recorded by the Association in the Public Records of Sarasota County, Florida. An amendment shall be effective when said documents are so recorded. Amendments adopted by Developer are excluded from this requirement and need only be evidenced by a certificate executed by Developer and recorded in the Public Records of Sarasota County, Florida.

16.6. MORTGAGEE APPROVAL. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage on the Condominium Property or any part thereof, or which would materially alter, amend or modify, the rights, powers, and privileges granted and reserved herein in favor of any Institutional Lenders without the consent of all such mortgagees. The consent of the mortgagees may not be unreasonably withheld.

17. INSURANCE. The insurance which shall be carried upon the Condominium Property, including the Units, Common Elements and Association Property shall be as follows:

17.1. AUTHORITY TO PURCHASE INSURANCE. All insurance policies shall be purchased by the Association for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear.

17.2. COVERAGE.

A. Casualty. The Association shall obtain and maintain fire and extended insurance coverage with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the entire condominium, including Association Property, the Common Elements, the Units, and the personal property of the Association, for the full replacement or insurable value thereof, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by *Florida Statutes* §718.111(11). The original policy of insurance shall be held by the Association, and Institutional Lenders shall be furnished, upon written request, mortgage endorsements covering their respective interests. Each Unit Owner shall be responsible for insuring personal property located within the Unit: ceiling, floor and wall coverings, and electrical fixtures, appliances, air conditioning and heating equipment, water heater, and built-in cabinets to the extent these items are located within the unit boundaries; and any improvements made within the Unit which are not covered by the

Association policy. The Owners shall also be responsible to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of future amendments to *Florida Statutes* §718.111(11). Each Unit Owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he or she bears financial responsibility for any damage to his or her property or liability to others that would otherwise be covered by such insurance.

B. **Liability Insurance.** The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association Property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board of Directors may deem appropriate. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The Unit Owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and 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 the owner's Unit, as the Owner may deem appropriate.

C. **Worker's Compensation.** Such worker's compensation coverage as may be required by law.

D. **Other Insurance.** Such other insurance as the Board of Directors may from time to time deem to be necessary, including but not limited to errors and omissions officers and directors liability insurance coverage, flood insurance, and insurance for the benefit of its employees.

E. **Deductible and Other Insurance Features.** The Board of Directors shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment.

17.3. **PREMIUMS.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

17.4. **INSURANCE SHARES OR PROCEEDS.** Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

A. **Common Elements.** Proceeds on account of damage to Common Elements – an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.

B. Unit. Proceeds on account of damage to units shall be held in the following undivided shares:

1. When the Condominium is to be restored – for the Owners of damaged Units in proportion to the costs of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

2. When the Condominium is not to be restored – an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the unit.

C. Mortgages. In the event a mortgage endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except those proceeds paid to the Unit Owner and mortgagee, pursuant to the provisions of this Declaration.

D. Deductible. The deductible shall be paid by the party who would be liable for the loss or responsible for repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in relation to the amount each party's loss bears to the total.

17.5. DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

A. Costs of Protecting and Preserving the Property. If a person other than the person responsible for repair and reconstruction has properly advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.

B. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagee's being payable jointly to them. This is a covenant for the benefit of any mortgagee of any Unit and may be enforced by such mortgagee.

C. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagee being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

17.6. ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon any Unit and for each Owner of any other interest in the Condominium Property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

17.7. REPAIR AND RECONSTRUCTION AFTER CASUALTY.

A. The improvements shall be restored unless Two-Thirds (2/3) of the voting interests in the condominium vote to terminate this condominium. Except for the consent of Institutional Lenders, no further consent from any other person or entity shall be necessary to effectuate a termination of the condominium in the manner above described. In the event the condominium is to be terminated, then all owners of units shall immediately convey all their right, title, and interest to their respective units to the Association. The recording of each such conveyance 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 funds to be subsequently distributed by the Association as provided herein.

The Association shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the Units in this condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the condominium property, by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. The Association may make partial distributions of each Unit's share of the funds at such times and in such aggregate amounts as the Association Board of Directors may deem appropriate. In determining the amount of any partial distribution, the Association Board of Directors shall ensure that sufficient funds are retained to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the Association has collected all insurance proceeds and all proceeds from the sale of the condominium property and, to the extent applicable, the assets of the Association and has paid all applicable Association liabilities, appraiser's fees, and other costs reasonably incurred, the Association shall make a final distribution of each Unit's share of the remaining funds held by the Association. All distributions, whether partial or final, shall be apportioned equally among the Owners based upon their percentage ownership of the Common Elements.

Any distribution, whether partial or final, of a Unit's share of the funds held by the Association shall be made jointly to the Owner of the Unit and the record Owners of any mortgages or other liens encumbering the unit at the time of the recording of the conveyance to the Association by the Unit Owner. All mortgages 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 funds distributed by the Association is insufficient to pay all liens in full; in such event the lienholders who had priority against the title to the Unit shall have priority of payment of the Unit's share of such funds. Nothing herein provided shall in any way relieve the Unit Owner of his or her personal liability for any deficiency which may remain upon any liens which encumbered his or her Unit at the time of his or her conveyance to the Association.

Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgages or perfection of their liens. The provisions of this paragraph may be enforced by injunction, by suit for specific performance, or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

B. Method.

1. Plans and Specifications. Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original improvements, if available, or if not, then according to plans and specifications approved by the Board of Directors of the Association, provided that if the damaged property is a Building containing Units, approval must also be obtained from the Owners of all Units and mortgagees of record in the damaged Building, which approval shall not be unreasonably withheld. If reconstruction in accordance with the original plans and specifications cannot be effectuated due to governmental regulations intervening between the time of original construction and reconstruction, then the Board shall have authority to make such modifications to the construction plans as may be necessary to comply with such changes, as determined by the Board.

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

3. Estimates of Costs. Immediately after a determination is made to repair or reconstruct damage to property for which the Association has responsibility for repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost of the repair or reconstruction.

4. Assessments. If the insurance proceeds are insufficient to defray the estimated cost of repair of the Common Elements or any property in which the Association owns an interest, or if at any time during repair or reconstruction the insurance proceeds are insufficient, Assessments shall be made against all Unit Owners who own the damaged units in the proportion that the damage to their Unit bears to the whole, and against all Unit Owners in the case of damage to Common Elements or Association Property, in sufficient amounts to provide the necessary funds for the payment of such costs. Such Assessments on account of damages to Common Elements or Association Property, shall be in proportion to the Unit Owner's share of the common expense and need not be approved by the Unit Owners.

5. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds and funds collected by the Association through Assessments against Unit Owners shall be disbursed in payment of such costs in the following manner:

(i). Association – Insurance. The proceeds of insurance collected on account of casualty and the sums from collections of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

a. Association – Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$25,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

b. Association – Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$25,000.00 then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect or engineer qualified to practice in Florida and engaged by the Association to supervise the work.

c. Unit Owners. The portion of insurance proceeds representing damage for which responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Association to the Unit Owner and if there is a mortgagee endorsement to such unit, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may be advisable.

d. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the Owners in the same percentage as the Owners' ownership of the Common Elements; except, however, that the part of a distribution to a beneficial Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

18. CONDEMNATION.

18.1 DEPOSIT OF AWARDS WITH ASSOCIATION. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against the defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that Owner.

18.2 DETERMINATION WHETHER TO CONTINUE CONDOMINIUM. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

18.3 DISBURSEMENT OF FUNDS. If the Condominium is terminated after condemnation, the proceeds of all awards and special Assessments will be deemed to be Association Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of the condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

18.4 ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

18.5 UNITS REDUCED BUT TENANTABLE. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. Restoration of Unit. The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Owner of the Unit.

B. Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

18.6 UNIT MADE UNTENANTABLE. If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

B. Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by some or all Unit Owners in the manner approved by the Board of Directors.

C. Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Units. This shall be done by restating the shares of continuing Unit Owners in the Common

Elements as equal percentages based upon the total of the then existing Units, or as otherwise provided by law.

D. **Assessments.** If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by special Assessments against all Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes affected by the taking.

E. **Arbitration.** If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association with Thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the Unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit; and a judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisal shall be paid by the party selecting the appraiser.

18.7 **TAKING OF COMMON ELEMENTS.** Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and mortgagee(s) of the Unit.

19. **TERMINATION.** The Condominium may be terminated in the following manner:

19.1 **AGREEMENT.** The Condominium may be terminated at any time by approval, in writing, of the Owners of at least Eighty Percent (80%) of the Units and the Institutional Lenders owning and holding not less than Eighty Percent (80%) of the first mortgages on the Units.

19.2 **VERY SUBSTANTIAL DAMAGE.** If the Condominium, as a result of casualty, suffers very substantial damage as defined in Article 17 of this Declaration, and it is decided as therein provided that the Condominium will not be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement.

19.3 **GENERAL PROVISIONS.** Upon termination, the former Unit owners shall become the Owners, as tenants in common, of all Condominium and Association Property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of ownership in the Common Elements. The mortgagee or lienor of a Unit Owner, shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the Land and other properties and rights which the tenant in common

may receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination. Termination shall be effective when that certificate is recorded in the Public Records of Sarasota County, Florida.

19.4 NEW CONDOMINIUM. The termination of the Condominium does not bar creation of another condominium affecting all or any portion of the same property.

19.5 PARTITION; SALE. Following termination, the former Condominium and Association Property may be partitioned and sold. If following a termination, Eighty Percent (80%) of the voting interests determine to accept an offer for the sale of the property, all Owners shall be bound to execute deeds and other documents reasonably required to effect the sale. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

19.6 LAST BOARD. The Members of the last Board of Directors shall continue to have the powers granted in this Declaration, including without limitation the power to enter into a contract for the sale of former Condominium and Association Property, for the purpose of winding up the affairs of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

19.7 PROVISIONS SURVIVE TERMINATION. The provisions of this Article 19 shall be deemed covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

20. COMPLIANCE AND DEFAULT. Each Unit Owner, tenant, Guest and Occupant of The Condominium shall be subject to and shall comply with the terms and conditions of this Declaration and Exhibits hereto and all regulations from time to time adopted pursuant to said documents, and all amendments thereto. Failure of a Unit Owner or other person to comply with the terms of said documents or regulations shall entitle the Developer, the Association and/or other Unit Owners to the following relief in addition to the remedies provided by The Condominium Act and by law.

20.1 NEGLIGENCE. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement of the Condominium Property, Units owned by other persons, or any property in which the Association owns an interest rendered necessary by his or her willful action or negligence or by the willful action or negligence of any Member of his or her family or his, her or their guests, employees, agents or lessees.

20.2 INJUNCTION. A suit may be brought to enjoin any violation.

20.3 DAMAGES. A suit may be brought for damages.

20.4 ATTORNEY'S FEES. In any proceeding arising out of an alleged failure of a Unit Owner, Tenant, Guest or Occupant to comply with the aforementioned documents or

regulations, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees, including appellate proceedings from the non-prevailing party.

20.5 NO WAIVER. The failure of the Developer, the Association, or any Unit Owner to enforce any covenant, restrictions or other provision of the aforementioned documents or regulations shall not constitute a waiver of the right to do so thereafter.

21. RIGHTS OF MORTGAGEES.

21.1 APPROVALS. Written consent of the Institutional Lenders of a Unit shall be required for certain amendments to the Declaration as provided in Article 16 of this Declaration.

21.2 NOTICE OF CASUALTY OR CONDEMNATION. In the event of condemnation, eminent domain proceedings, or substantial damage to, or destruction of, any Unit or any part of the Common Elements, the record holder of any first mortgage on an affected Unit shall be entitled to notice, which said notice shall be provided by the Association, after first completing a title/lien search on all Units affected, herein, and contacting all such Unit Owners.

21.3 MORTGAGE FORECLOSURE. If the mortgagee of a first mortgage of record acquires title to a Condominium Parcel as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the mortgagee shall not be liable for the share of Common Expense or Assessments attributable to the Condominium Parcel, or chargeable to the former Owner of the Unit, which came due prior to the mortgagee's acquisition of title, except as required by the Condominium Act, as it may be amended from time to time. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Unit Owners, including the acquirer and his successors and assigns. No Owner or acquirer of title to a Condominium Parcel by foreclosure (or by a deed in lieu of foreclosure) may during his or her period of ownership, whether or not the parcel is occupied, be excused from the payment of any Assessments coming due during the period of such ownership.

21.4 REDEMPTION. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. A mortgagee shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale.

21.5 RIGHT TO INSPECT BOOKS. The Association shall make available to Institutional Lenders, upon request, current copies of the recorded Condominium Documents and the books, records and financial statements of the Association. "Available" means ready for inspection, upon written request during normal business hours, or under other reasonable circumstances. Photocopies provided at the request of the mortgagee shall be at the expense of the mortgagee.

21.6 FINANCIAL STATEMENT. Any Institutional Lender is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

21.7 LENDER'S NOTICES. Upon written request to the Association, any Institutional Lender shall be entitled to timely written notice of:

- A. Any delinquency of Sixty (60) days or longer in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a mortgage.
- B. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
- C. Any proposed action that requires the consent of the Institutional Lenders.

22. RIGHTS OF DEVELOPER. Notwithstanding the general provisions of this Declaration, the Developer, and its successors or assigns, has reserved and retained certain rights and privileges, and is exempt from certain provisions otherwise generally applicable, to better enable it to develop the Condominium. This article sets forth certain reservations and retentions of rights and privileges by Developer, and exemptions afforded Developer.

22.1 CONSTRUCTION AND MAINTENANCE. The Developer, its designees, contractors, successors and assigns, shall have the right in its and their sole discretion from time to time to enter the Condominium Property and to take all actions necessary or convenient for the purpose of completing construction and development of the Condominium, or adjacent property, including but not limited to the additional phases if it is determined to not submit that property to use as part of this Condominium, and to carry out necessary repair, maintenance and replacement that may be the responsibility of the Developer or of the Association, if the Association fails to do so, provided that such activity is conducted in a reasonable manner at reasonable times and does not prevent or unreasonably interfere, in the opinion of the Developer, with the use or enjoyment of the Unit Owners of the Condominium Property. This right includes the authority to park vehicles upon Condominium Property that might otherwise be prohibited.

22.2 ASSESSMENTS. As provided in Section 12.12 of this Declaration, Developer is exempt from the payment of Assessments under the conditions therein provided.

22.3 SALE OF UNITS AND USE OF CONDOMINIUM PROPERTY. Notwithstanding anything contained in this Declaration to the contrary, Developer shall have the authority to sell Units to any persons approved by it, without approval of the Association to such transfer. Developer also reserves the right to retain, or sell and lease back, and use as sales offices, promotion and developmental offices and models any Units, Common Elements and Limited Common Elements retained or owned by it, or the use of which has been reserved by the Developer by contract or otherwise. Developer shall have the right to transact on Condominium Property any business necessary to consummate the development of the Condominium and sale

of Units, including the right to have signs and employees in Developer offices and to use the Common Elements to show the Condominium Property. The sales office, signs and all other items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. Developer's rights hereunder shall continue so long as it, or its successors or assigns, is actively developing or marketing any Unit in the Condominium, or other property in Gondola Park.

22.4. CONTROL OF ASSOCIATION. Developer reserves the right to maintain control of the Association under the Condominium Act and in accordance with this section.

When Unit Owners other than the Developer own Fifteen Percent (15%) or more of the Units in a Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect no less than One-Third (1/3) of the members of the Board of Administration of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of the Association:

A. Three (3) years after Fifty Percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers.

B. Three (3) months after Ninety Percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers.

C. When all the Units that will be operated ultimately by the Association 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.

D. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

E. Seven (7) years after recordation of the Declaration creating the initial phase, whichever occurs first.

The Developer is entitled to elect at least One (1) member of the Board of Administration of an Association as long as the Developer holds for sale in the ordinary course of business at least Five Percent (5%) of the Units in the Condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Administration.

Notwithstanding the foregoing provisions which are found in *Florida Statutes* §718.301(1), Developer reserves the right to transfer control of the Association to the Unit Owners at an earlier time than mandated by statute and the Unit Owners agree to accept control of the Association when offered by the Developer.

22.5 AMENDMENTS TO DECLARATION AND OTHER DOCUMENTS.

Developer reserves the right to amend this Declaration, and its Exhibits, to correct scrivener's errors, and to conform the Declaration and its exhibits to post-construction surveys of the Common Elements and Units. Such amendments to be made without the necessity of joinder therein by any Unit Owners, the Association or the holder of any mortgage or other lien on any part of the Condominium Property. Amendments that contain exhibits revised to conform to post-construction surveys need not contain the joinder of the Owners of affected Units and liens thereof. Until such time as Developer has transferred control of the Association to the non-Developer Members, Developer may amend this Declaration, the Articles and the Bylaws in any manner not expressly prohibited herein or by the Condominium Act without approval of the Association, any Unit Owners or any mortgagee or other lien holder, provided that such amendment does not, in the reasonable opinion of the Developer, materially adversely affect substantial property rights of Unit Owners who do not consent in writing. Execution and recording of any amendment by Developer pursuant thereto shall be conclusive evidence that the amendment does not materially adversely affect substantial property rights of Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective unless subsequently rescinded.

22.6 OTHER RESERVATIONS. Developer reserves any other rights, privileges, immunities and exemptions provided it by the terms of this Declaration, the Articles or Bylaws of the Association or the Condominium Act.

22.7 NON-AMENDMENT. This article shall not be amended without the written consent of the Developer.

22.8 DEVELOPER'S RIGHTS. As long as the Developer holds Units for sale in the ordinary course of business, or has the right to submit additional phases to this Condominium, none of the following actions may be taken without approval in writing by the Developer.

A. Any amendment of the Condominium Documents, which would adversely affect the Developer's rights.

B. Any Assessments of the Developer as a Unit Owner for capital improvements.

C. 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 shall not be deemed to be detrimental to the sales of Units.

23. MASTER COVENANTS. The condominium is part of the land being developed and known as Gondola Park. The land is subject to the Amended and Restated Gondola Park Residential Master Covenants. The Courtyards at Gondola Park Condominium Association, Inc., is a mandatory member of the Master Association, which will operate, maintain, improve and manage the Common Areas of Gondola Park.

EXHIBIT "A"

OVERALL DESCRIPTION OF THE COURTYARDS AT GONDOLA PARK, A CONDOMINIUM:

A PORTION OF BLOCK "A", CAPRI ISLES UNIT NUMBER 3, PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGES 8 AND 8A THROUGH 8D, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK "A", BEING A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 2234.33 FEET, A CENTRAL ANGLE OF 03°15'02", A CHORD BEARING OF S.38°42'37"W. AND A CHORD LENGTH OF 126.74 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 126.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.40°20'08"W., ALONG THE NORTHWESTERLY LINE OF SAID BLOCK "A" AND THE SOUTHEASTERLY LINE OF CAPRI ISLES BLVD. (80.00 FEET WIDE) A DISTANCE OF 382.03 FEET TO THE POINT OF BEGINNING; THENCE S.40°20'08"W., ALONG SAID NORTHWESTERLY LINE OF BLOCK "A" A DISTANCE OF 153.50 FEET; THENCE S.48°04'10"E., A DISTANCE OF 297.03 FEET; THENCE N.89°22'56"E., PARALLEL WITH AND 60 FEET NORTH OF, A SOUTHERLY LINE OF SAID BLOCK "A" A DISTANCE OF 673.95 FEET; THENCE N.89°34'02"E., PARALLEL WITH AND 60 FEET NORTH OF, A SOUTHERLY LINE OF SAID BLOCK "A" A DISTANCE OF 152.82 FEET TO A POINT ON AN EASTERLY LINE OF SAID BLOCK "A", BEARING N.00°42'22"W., A DISTANCE OF 60.00 FEET FROM A FOUND CONCRETE MONUMENT "P.R.M." MARKING A SOUTHEASTERLY CORNER OF SAID BLOCK "A"; THENCE N.00°42'22"W., (PLAT N.00°40'04"W.) A DISTANCE OF 195.28 FEET TO THE SOUTHEAST CORNER OF THE RESIDENCES AT GONDOLA PARK, A CONDOMINIUM (CONDO. BOOK 34, PAGE 2); THENCE ALONG THE BOUNDARY OF THE RESIDENCES AT GONDOLA PARK THE FOLLOWING 3 COURSES, WEST, A DISTANCE OF 619.72 FEET; THENCE N.40°20'08"E., A DISTANCE OF 82.40 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 18°24'01", A CHORD BEARING OF N.58°25'30"W. AND A CHORD LENGTH OF 49.56 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 49.78 FEET TO THE END OF SAID CURVE; THENCE S.57°35'00"W., A DISTANCE OF 73.45 FEET; THENCE N.49°39'52"W., A DISTANCE OF 75.60 FEET; THENCE N.76°26'19"W., A DISTANCE OF 35.47 FEET; THENCE S.40°20'08"W., A DISTANCE OF 110.00 FEET; THENCE N.49°39'52"W., A DISTANCE OF 77.00 FEET; THENCE S.40°20'08"W., A DISTANCE OF 4.66 FEET; THENCE N.49°39'52"W., A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.02 ACRES, MORE OR LESS.

TOGETHER WITH; (O.R.I. 2002043341)

A 16 FOOT BY 24 FOOT EASEMENT, FOR INGRESS AND EGRESS OVER AND ACROSS, A PORTION OF GONDOLA PARK SECTION II, A CONDOMINIUM, PER PLAT THEREOF RECORDED IN CONDOMINIUM BOOK 32, PAGE 28, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, ALSO BEING A PORTION OF BLOCK "A", CAPRI ISLES UNIT NUMBER 3, PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGES 8 AND 8A THROUGH 8D, PUBLIC RECORDS OF SAID SARASOTA COUNTY, WITH SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK "A", BEING A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 2234.33 FEET, A CENTRAL ANGLE OF 03°15'02", A CHORD BEARING OF S.38°42'37"W. AND A CHORD LENGTH OF 126.74 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 126.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.40°20'08"W., ALONG THE NORTHWESTERLY LINE OF SAID BLOCK "A" AND THE SOUTHEASTERLY LINE OF CAPRI ISLES BLVD. (80.00 FEET WIDE) A DISTANCE OF 382.03 FEET; THENCE S.49°39'52"E., A DISTANCE OF 66.00 FEET; THENCE N.40°20'08"E., A DISTANCE OF 4.66 FEET; THENCE S.49°39'52"E., A DISTANCE OF 77.00 FEET TO THE POINT OF BEGINNING; THENCE N.40°20'08"E., A DISTANCE OF 24.00 FEET THENCE N.49°39'52"W., A DISTANCE OF 16.00 FEET; THENCE S.40°20'08"W., A DISTANCE OF 24.00 FEET; THENCE S.49°39'52"E., A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A" CONTINUEDTOGETHER WITH & SUBJECT TO:DESCRIPTION OF JOINT INGRESS/EGRESS EASEMENT ACCESS TO CAPRI ISLES BLVD.

AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS A PORTION OF BLOCK "A", CAPRI ISLES UNIT NUMBER 3, PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGES 8 AND 8A THROUGH 8D PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA WITH SAID EASEMENT LYING ALONG THE NORTHERLY LINE OF THE GONDOLA PARK, SECTION 1, A CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 28, PAGE 40 PUBLIC RECORDS OF SAID SARASOTA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID THE GONDOLA PARK, SECTION 1; THENCE N.40°20'08"E., ALONG THE EASTERLY LINE OF CAPRI ISLES BLVD. A DISTANCE OF 60.00 FEET; THENCE S.49°39'52"E., A DISTANCE OF 135.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 40°49'45", A CHORD BEARING OF S.29°14'59"E. AND A CHORD LENGTH OF 59.30 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 60.57 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 63°18'35", A CHORD BEARING OF S.40°29'24"E. AND A CHORD LENGTH OF 131.20 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 138.12 FEET TO THE END OF SAID CURVE; THENCE S.40°20'08"W., A DISTANCE OF 31.95 FEET TO THE NORTHEAST CORNER OF SAID THE GONDOLA PARK SECTION 1; THENCE S.40°20'08"W., ALONG THE EASTERLY LINE OF SAID THE GONDOLA PARK SECTION 1 A DISTANCE OF 29.69 FEET; THENCE N.32°25'00"W., A DISTANCE OF 98.17 FEET TO A POINT ON THE NORTHERLY LINE OF SAID THE GONDOLA PARK SECTION 1 AND TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 15°47'25", A CHORD BEARING OF N.24°31'18"W. AND A CHORD LENGTH OF 42.58 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 42.72 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 12.00 FEET, A CENTRAL ANGLE OF 33°02'17", A CHORD BEARING OF N.33°08'43"W. AND A CHORD LENGTH OF 6.82 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 6.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.49°39'52"W., A DISTANCE OF 65.27 FEET; THENCE N.62°01'43"W., A DISTANCE OF 27.56 FEET; THENCE N.49°39'52"W., A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO:

JOINT RIGHTS IN NON-EXCLUSIVE PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS EASEMENTS OVER AND ACROSS DRIVES AND PARKING AREAS IN GONDOLA PARK, AS SAID AREAS MAY BE SUBMITTED TO CONDOMINIUM OWNERSHIP UNDER THE GONDOLA PARK ASSOCIATION, INC..

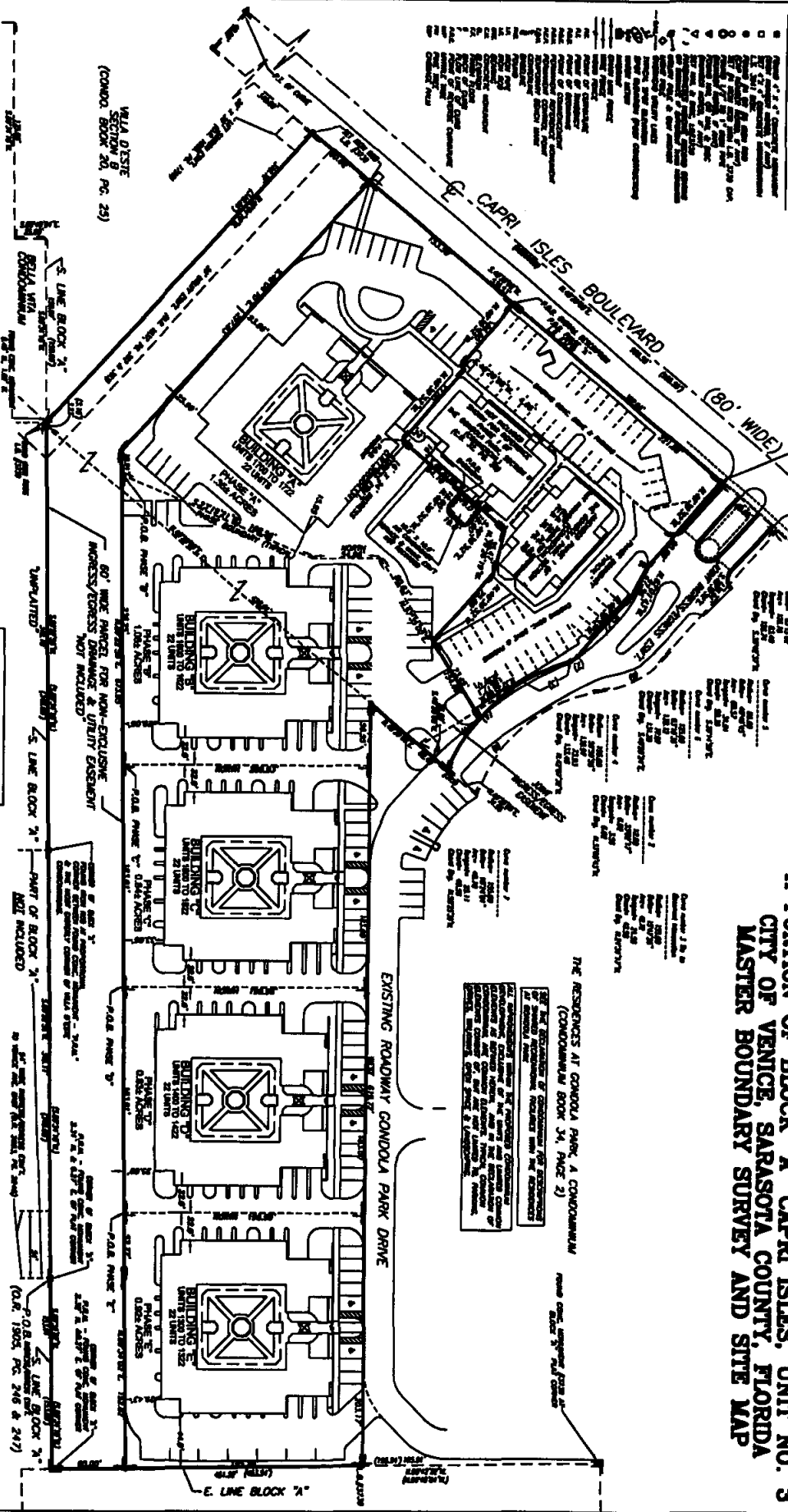


LEGEND

- 1. 1/4" = 1'-0" CONTOUR
- 2. 1/4" = 1'-0" ELEVATION
- 3. 1/4" = 1'-0" DISTANCE
- 4. 1/4" = 1'-0" AREA
- 5. 1/4" = 1'-0" VOLUME
- 6. 1/4" = 1'-0" PERCENT
- 7. 1/4" = 1'-0" RATIO
- 8. 1/4" = 1'-0" ANGLE
- 9. 1/4" = 1'-0" CURVATURE
- 10. 1/4" = 1'-0" SLOPE
- 11. 1/4" = 1'-0" BEARING
- 12. 1/4" = 1'-0" DISTANCE
- 13. 1/4" = 1'-0" AREA
- 14. 1/4" = 1'-0" VOLUME
- 15. 1/4" = 1'-0" PERCENT
- 16. 1/4" = 1'-0" RATIO
- 17. 1/4" = 1'-0" ANGLE
- 18. 1/4" = 1'-0" CURVATURE
- 19. 1/4" = 1'-0" SLOPE
- 20. 1/4" = 1'-0" BEARING

CONDOMINIUM BOOK 36 PAGE 16
SHEET 1 OF 9 SHEETS 104
EXHIBIT "B"

**THE COURTYARDS AT GONDOLA PARK,
A CONDOMINIUM
A PORTION OF BLOCK "A", CAPRI ISLES, UNIT NO. 3
CITY OF VENICE, SARASOTA COUNTY, FLORIDA
MASTER BOUNDARY SURVEY AND SITE MAP**



- SURVEYORS' NOTES / REPORT:**
- 1) EXISTING AND PROPOSED CURBS, DRIVEWAYS, SIDEWALKS, AND OTHER SURFACE IMPROVEMENTS TO BE CONSTRUCTED BY THE OWNER OR HIS AGENT SHALL BE SHOWN BY DASHED LINES.
 - 2) EXISTING AND PROPOSED UTILITIES SHALL BE SHOWN BY DASHED LINES WITH THE FOLLOWING SYMBOLS:
 - WATER
 - SEWER
 - GAS
 - TELEPHONE
 - CABLE
 - FIBER OPTIC
 - POWER
 - 3) ALL DIMENSIONS ARE IN FEET AND INCHES, UNLESS OTHERWISE SPECIFIED.
 - 4) ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD OR DRIVEWAY, UNLESS OTHERWISE SPECIFIED.
 - 5) ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE CURB OR DRIVEWAY, UNLESS OTHERWISE SPECIFIED.
 - 6) ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY, UNLESS OTHERWISE SPECIFIED.
 - 7) ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE DRIVEWAY, UNLESS OTHERWISE SPECIFIED.
 - 8) ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY, UNLESS OTHERWISE SPECIFIED.
 - 9) ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE DRIVEWAY, UNLESS OTHERWISE SPECIFIED.
 - 10) ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY, UNLESS OTHERWISE SPECIFIED.
 - 11) ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE DRIVEWAY, UNLESS OTHERWISE SPECIFIED.
 - 12) ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY, UNLESS OTHERWISE SPECIFIED.
 - 13) ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE DRIVEWAY, UNLESS OTHERWISE SPECIFIED.
 - 14) ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY, UNLESS OTHERWISE SPECIFIED.
 - 15) ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE DRIVEWAY, UNLESS OTHERWISE SPECIFIED.
 - 16) ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY, UNLESS OTHERWISE SPECIFIED.
 - 17) ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE DRIVEWAY, UNLESS OTHERWISE SPECIFIED.
 - 18) ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY, UNLESS OTHERWISE SPECIFIED.
 - 19) ALL DIMENSIONS ARE TO THE EXTERIOR FACE OF THE DRIVEWAY, UNLESS OTHERWISE SPECIFIED.
 - 20) ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY, UNLESS OTHERWISE SPECIFIED.

SEE SHEETS 3 THROUGH 9 FOR
INDIVIDUAL UNIT LOCATIONS WITHIN
BUILDING 1, 2, AND 3.

THE RESIDENCES AT GONDOLA PARK, A CONDOMINIUM
(CONDOMINIUM BOOK 34, PAGE 2)

Van Buren/Fish & Associates, Inc.
SURVEYORS - MAPPERS -
DEVELOPMENT CONSULTANTS

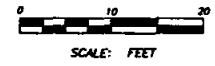
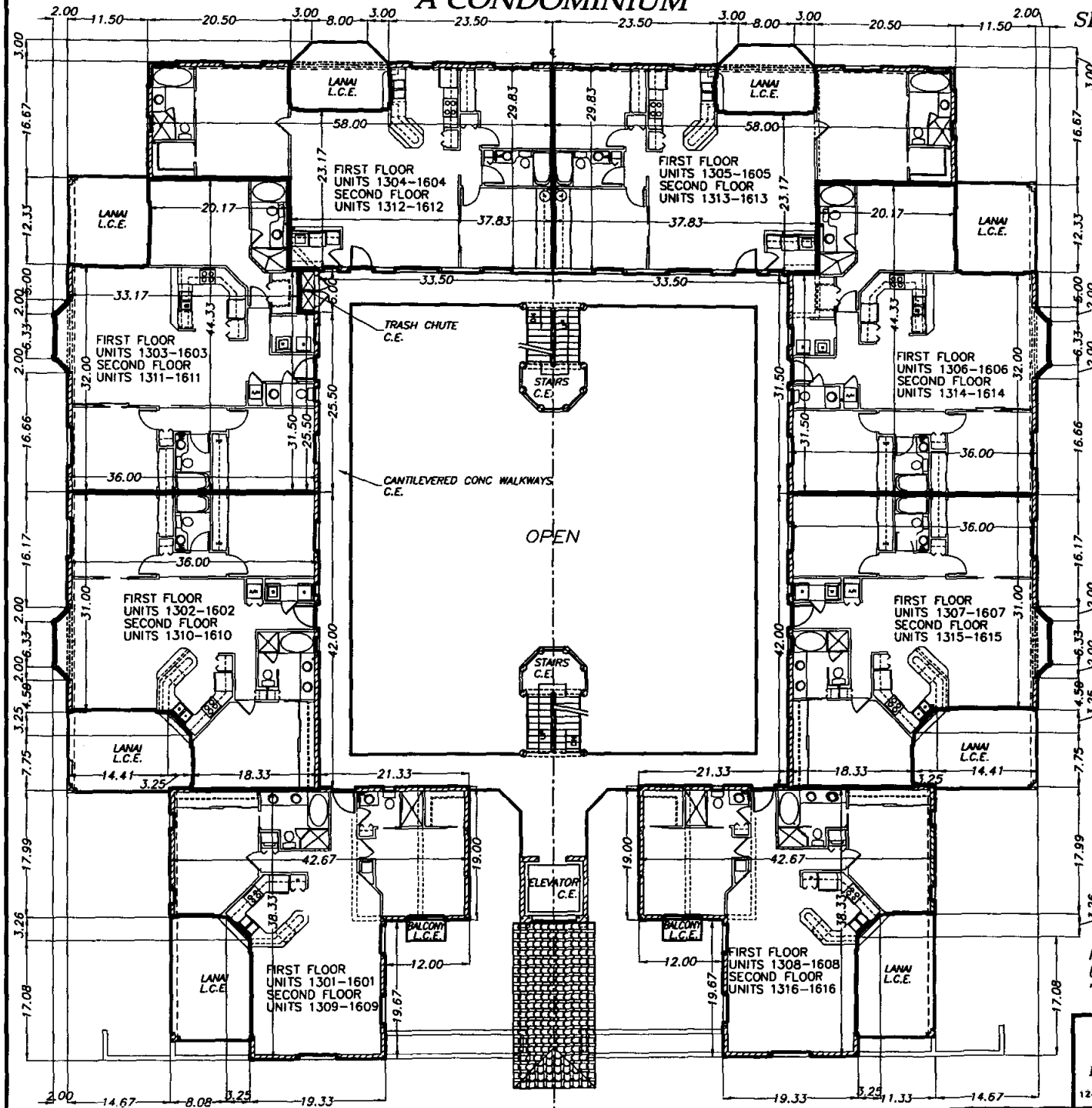
VERF

13450 USH 6 TURNBULL TRAIL • NORTH PALM, FL 33407 • (813) 458-0881

THE COURTYARDS AT GONDOLA PARK,
A CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____
EXHIBIT "B"
SHEET 3 OF 9 SHEETS

INSTRUMENT # 2003096172
34 PGS



NOTE: INTERIOR PARTITIONING AND FLOOR PLANS MAY VARY DEPENDING ON OWNER PREFERENCES.

UNIT DESCRIPTIONS

BOUNDARIES OF UNITS: THE HORIZONTAL BOUNDARIES OF EACH UNIT AND THE VERTICAL BOUNDARIES OF EACH UNIT SHALL BE THE UNFINISHED BOUNDARIES AS SHOWN IN THESE GRAPHIC DESCRIPTIONS OF THE IMPROVEMENTS, WHICH ARE A PART OF EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM, AND WHICH ARE MORE DEFINITELY SET FORTH AS FOLLOWS:

UPPER AND LOWER BOUNDARIES: THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES:

UPPER BOUNDARIES - THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE OF THE INTERIOR CEILING.

LOWER BOUNDARIES - THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE OF THE CONCRETE FLOOR.

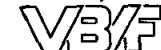
PERIMETRICAL BOUNDARIES: THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE EXTERIOR SURFACE OF THE WALLS OR THE CENTERLINE OF THE COMMON WALLS BOUNDING THE UNIT EXTENDING TO INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.

OPENINGS: WHEN THERE ARE OPENINGS IN ANY BOUNDARY, INCLUDING, WITHOUT LIMITATION, WINDOWS, DOORS AND SKYLIGHTS, THE BOUNDARIES OF THE UNIT SHALL EXTEND TO THE INTERIOR UNFINISHED SURFACES OF THE COVERINGS OF SUCH OPENINGS, AND THEIR FRAMEWORK THEREOF, THEREFORE, WINDOWS, DOORS, SCREENS AND ALL FRAMINGS, CASINGS AND HARDWARE THEREFORE, ARE EXCLUDED FROM THE UNIT.

LIMITED COMMON ELEMENTS (L.C.E.)
SEE THE DECLARATION OF CONDOMINIUM FOR MAINTENANCE RESPONSIBILITY FOR L.C.E. AREAS APPURTENANT TO EACH UNIT

FIRST AND SECOND FLOORS
UNIT DIMENSIONS AND LOCATIONS
"TYPICAL" BUILDINGS "B", "C", "D", & "E"

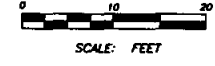
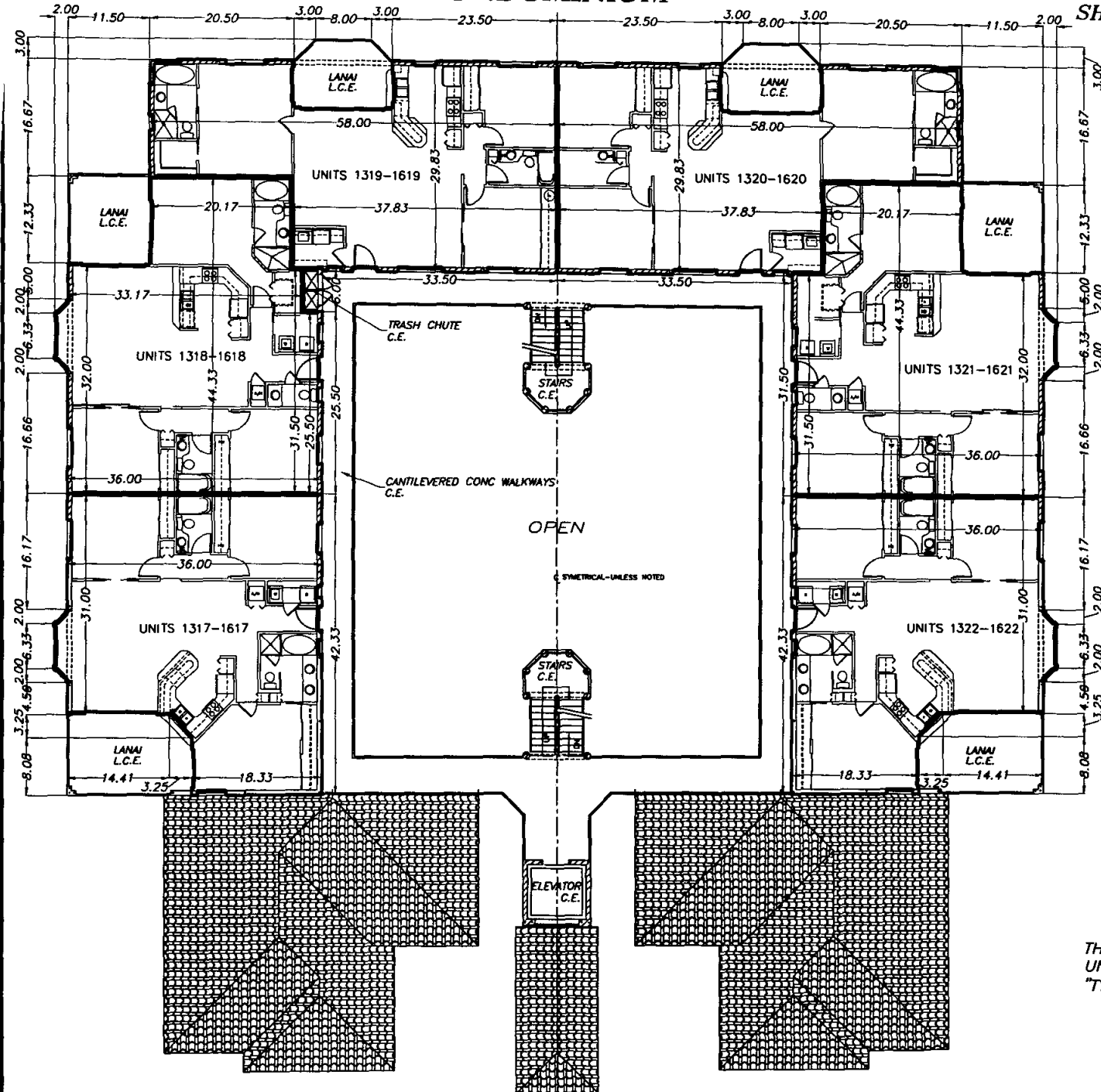
Van Buskirk / Fish & Associates, Inc.
Surveyors - Mappers -
Development Consultants



THE COURTYARDS AT GONDOLA PARK,
A CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____
EXHIBIT "B"
SHEET 4 OF 9 SHEETS

INSTRUMENT # 2003096172
34 PGS



NOTE: INTERIOR PARTITIONING AND FLOOR PLANS MAY VARY DEPENDING ON OWNER PREFERENCES.

UNIT DESCRIPTIONS

BOUNDARIES OF UNITS: THE HORIZONTAL BOUNDARIES OF EACH UNIT AND THE VERTICAL BOUNDARIES OF EACH UNIT SHALL BE THE UNFINISHED BOUNDARIES AS SHOWN IN THESE GRAPHIC DESCRIPTIONS OF THE IMPROVEMENTS, WHICH ARE A PART OF EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM, AND WHICH ARE MORE DEFINITELY SET FORTH AS FOLLOWS:

UPPER AND LOWER BOUNDARIES: THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES:

UPPER BOUNDARIES - THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE OF THE INTERIOR CEILING.

LOWER BOUNDARIES - THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE OF THE CONCRETE FLOOR.

PERIMETRICAL BOUNDARIES: THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE EXTERIOR SURFACE OF THE WALLS OR THE CENTERLINE OF THE COMMON WALLS BOUNDING THE UNIT EXTENDING TO INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.

OPENINGS: WHEN THERE ARE OPENINGS IN ANY BOUNDARY, INCLUDING, WITHOUT LIMITATION, WINDOWS, DOORS AND SKYLIGHTS, THE BOUNDARIES OF THE UNIT SHALL EXTEND TO THE INTERIOR UNFINISHED SURFACES OF THE COVERINGS OF SUCH OPENINGS, AND THERE FRAMEWORK THEREOF. THEREFORE, WINDOWS, DOORS, SCREENS AND ALL FRAMINGS, CASINGS AND HARDWARE THEREOF, ARE EXCLUDED FROM THE UNIT.

LIMITED COMMON ELEMENTS (L.C.E.)
SEE THE DECLARATION OF CONDOMINIUM FOR MAINTENANCE RESPONSIBILITY FOR L.C.E. AREAS APPURTENANT TO EACH UNIT

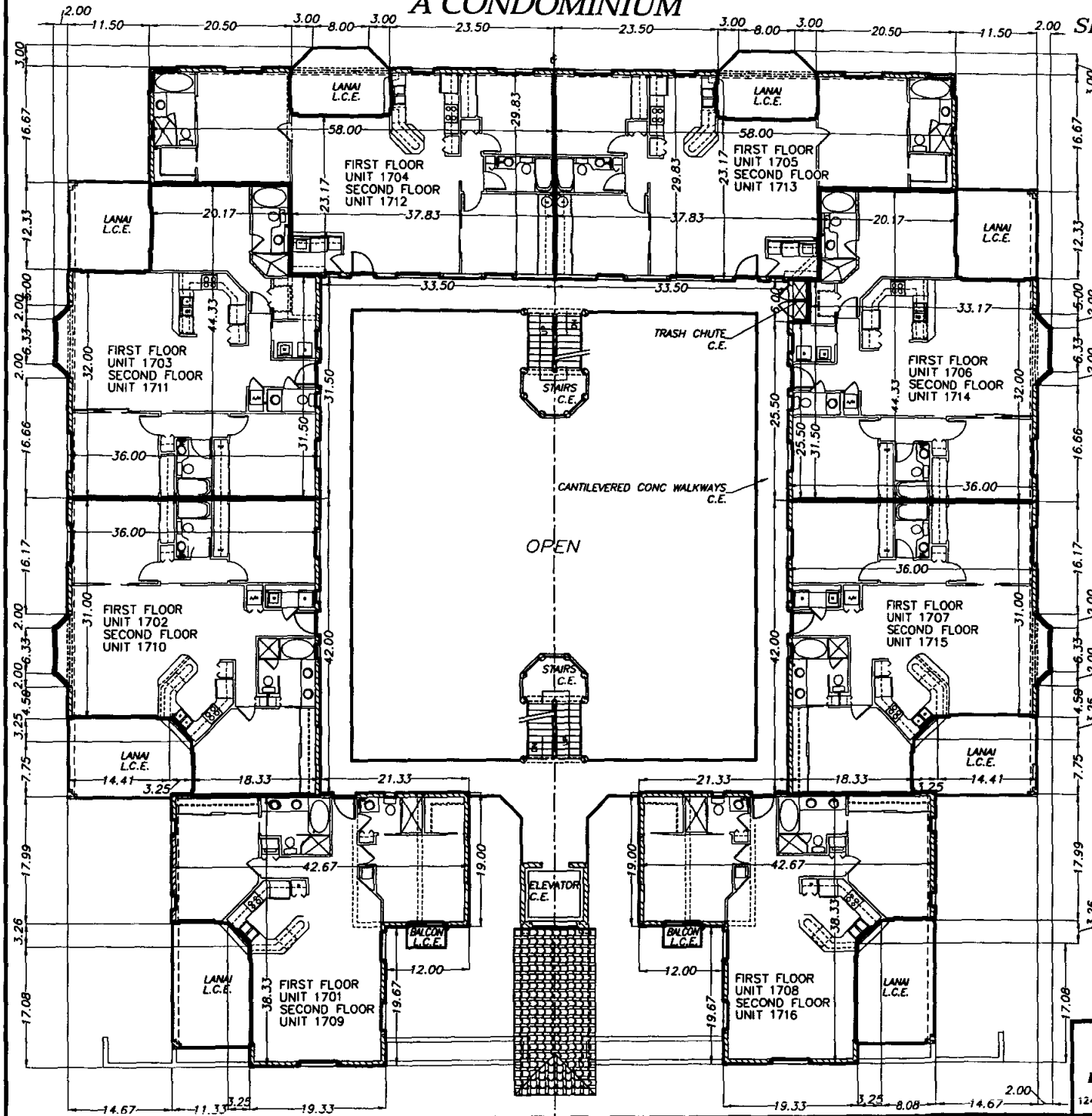
THIRD FLOOR
UNIT DIMENSIONS AND LOCATIONS
"TYPICAL" BUILDINGS "B", "C", "D", & "E"

Van Buskirk / Fish & Associates, Inc.
Surveyors - Mappers -
Development Consultants **V&F**
12450 Unit C Tamiami Trail, North Fort, FL 34287
Phone: (941) 426-0881 Fax: (941) 426-6101

THE COURTYARDS AT GONDOLA PARK,
A CONDOMINIUM

CONDOMINIUM BOOK PAGE
EXHIBIT "B"
SHEET 6 OF 9 SHEETS

INSTRUMENT # 2003096172
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NOTE: INTERIOR PARTITIONING AND FLOOR PLANS MAY VARY DEPENDING ON OWNER PREFERENCES.

UNIT DESCRIPTIONS

BOUNDARIES OF UNITS: THE HORIZONTAL BOUNDARIES OF EACH UNIT AND THE VERTICAL BOUNDARIES OF EACH UNIT SHALL BE THE UNFINISHED BOUNDARIES AS SHOWN IN THESE GRAPHIC DESCRIPTIONS OF THE IMPROVEMENTS, WHICH ARE A PART OF EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM, AND WHICH ARE MORE DEFINITELY SET FORTH AS FOLLOWS:

UPPER AND LOWER BOUNDARIES: THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES:

UPPER BOUNDARIES - THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE OF THE INTERIOR CEILING.

LOWER BOUNDARIES - THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE OF THE CONCRETE FLOOR.

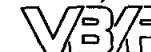
PERIMETRICAL BOUNDARIES: THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE EXTERIOR SURFACE OF THE WALLS OR THE CENTERLINE OF THE COMMON WALLS BOUNDING THE UNIT EXTENDING TO INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.

OPENINGS: WHEN THERE ARE OPENINGS IN ANY BOUNDARY, INCLUDING, WITHOUT LIMITATION, WINDOWS, DOORS AND SKYLIGHTS, THE BOUNDARIES OF THE UNIT SHALL EXTEND TO THE INTERIOR UNFINISHED SURFACES OF THE COVERINGS OF SUCH OPENINGS, AND THE FRAMEWORK THEREOF, THEREFORE, WINDOWS, DOORS, SCREENS AND ALL FRAMINGS, CASINGS AND HARDWARE THEREFORE, ARE EXCLUDED FROM THE UNIT.

LIMITED COMMON ELEMENTS (L.C.E.)
SEE THE DECLARATION OF CONDOMINIUM FOR MAINTENANCE RESPONSIBILITY FOR L.C.E. AREAS APPURTENANT TO EACH UNIT

FIRST AND SECOND FLOORS
UNIT DIMENSIONS AND LOCATIONS
BUILDING "A"

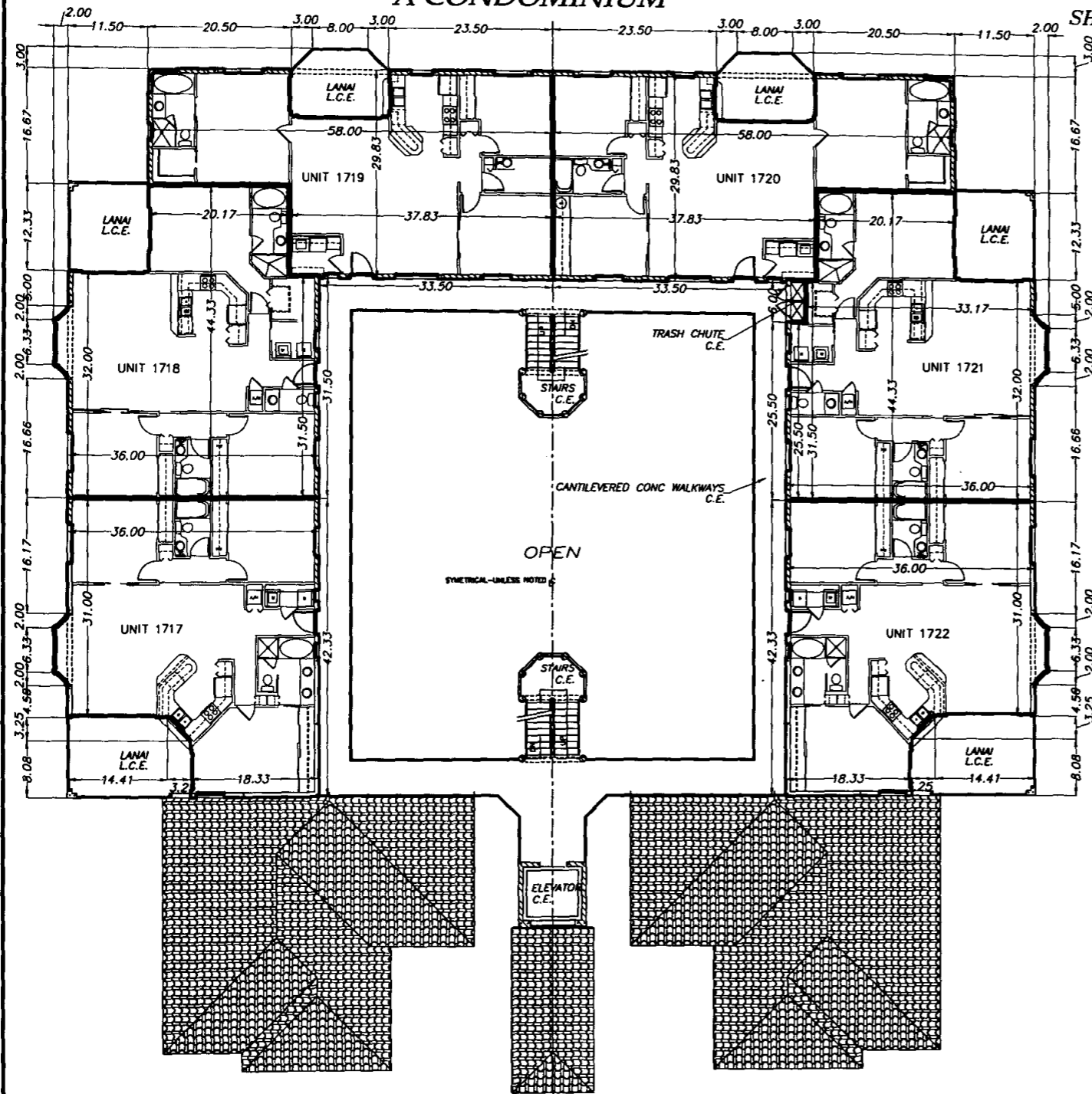
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THE COURTYARDS AT GONDOLA PARK,
A CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____
EXHIBIT "B"
SHEET 7 OF 9 SHEETS

INSTRUMENT # 2003096172
34 PGS



NOTE: INTERIOR PARTITIONING
AND FLOOR PLANS MAY VARY
DEPENDING ON OWNER
PREFERENCES.

UNIT DESCRIPTIONS

BOUNDARIES OF UNITS: THE HORIZONTAL BOUNDARIES OF EACH UNIT AND THE VERTICAL BOUNDARIES OF EACH UNIT SHALL BE THE UNFINISHED BOUNDARIES AS SHOWN IN THESE GRAPHIC DESCRIPTIONS OF THE IMPROVEMENTS, WHICH ARE A PART OF EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM, AND WHICH ARE MORE DEFINITELY SET FORTH AS FOLLOWS:

UPPER AND LOWER BOUNDARIES: THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES:

UPPER BOUNDARIES - THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE OF THE INTERIOR CEILING.

LOWER BOUNDARIES - THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE OF THE CONCRETE FLOOR.

PERIMETRICAL BOUNDARIES: THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE EXTERIOR SURFACE OF THE WALLS OR THE CENTERLINE OF THE COMMON WALLS BOUNDING THE UNIT EXTENDING TO INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.

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LIMITED COMMON ELEMENTS (L.C.E.)
SEE THE DECLARATION OF CONDOMINIUM FOR MAINTENANCE RESPONSIBILITY FOR L.C.E. AREAS APPURTENANT TO EACH UNIT

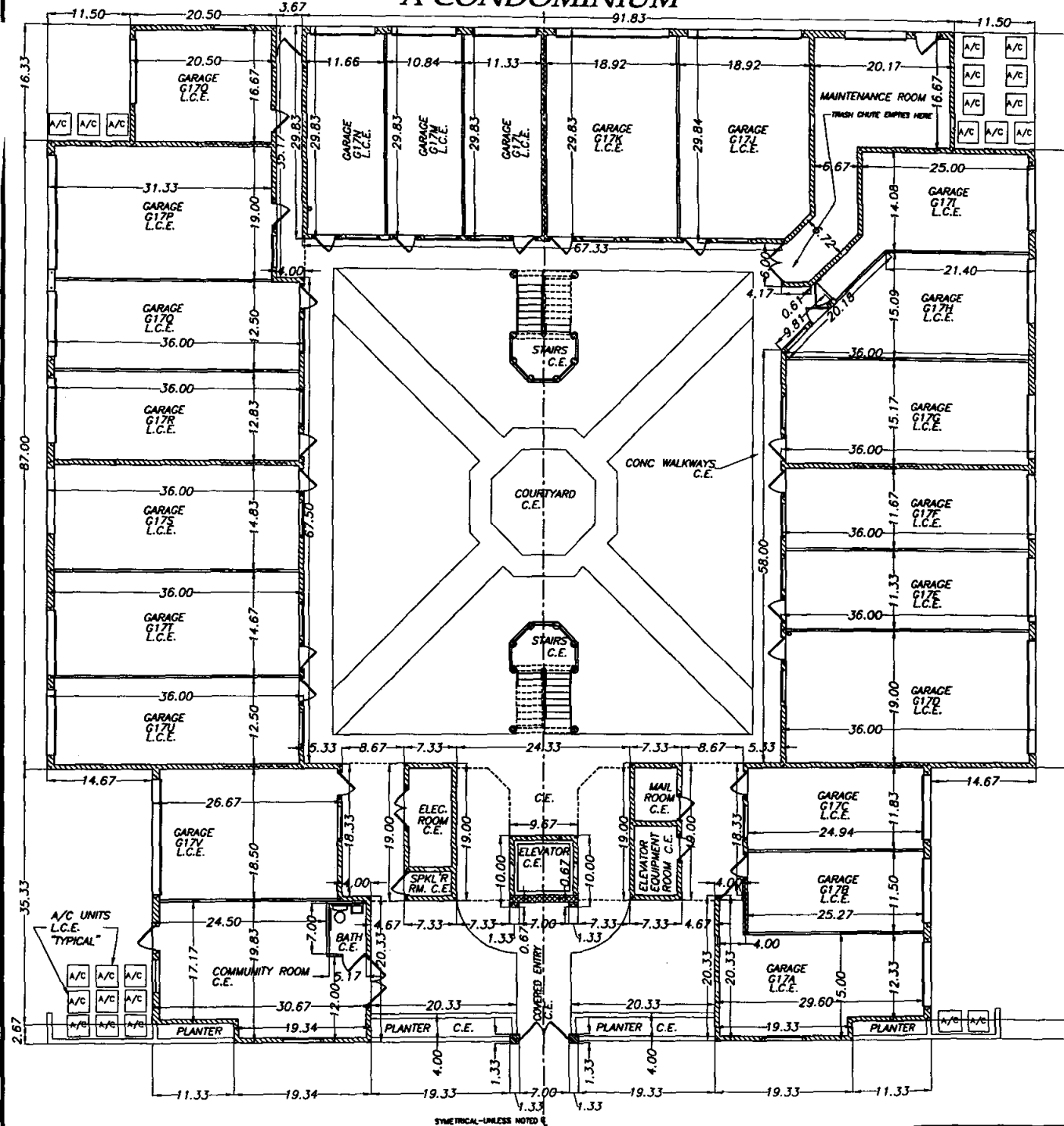
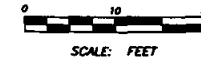
THIRD FLOOR
UNIT DIMENSIONS AND LOCATIONS
BUILDING "A"

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Development Consultants
12450 Unit C Tamiami Trail, North Port, FL 34287
Phone: (941) 428-0881 Fax: (941) 428-6101

THE COURTYARDS AT GONDOLA PARK,
A CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____
EXHIBIT "B"
SHEET 8 OF 9 SHEETS

INSTRUMENT # 2003096172
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NOTES:

- 1) A/C INDICATES AIR CONDITIONING UNITS WHICH ARE "LIMITED COMMON ELEMENTS". SEE THE DECLARATION OF CONDOMINIUM FOR MAINTENANCE RESPONSIBILITY
- 2) SEE THE DECLARATION OF CONDOMINIUM FOR INFORMATION REGARDING ASSIGNMENT, USE AND MAINTENANCE OF L.C.E. GARAGES.
- 3) GARAGE LAYOUT OF PARKING LEVEL FOR BUILDING "A" IS REVERSE OF PARKING LEVELS FOR BUILDINGS "B", "C", "D" & "E".

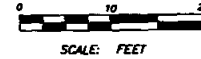
PARKING LEVEL PLAN
BUILDING "A"

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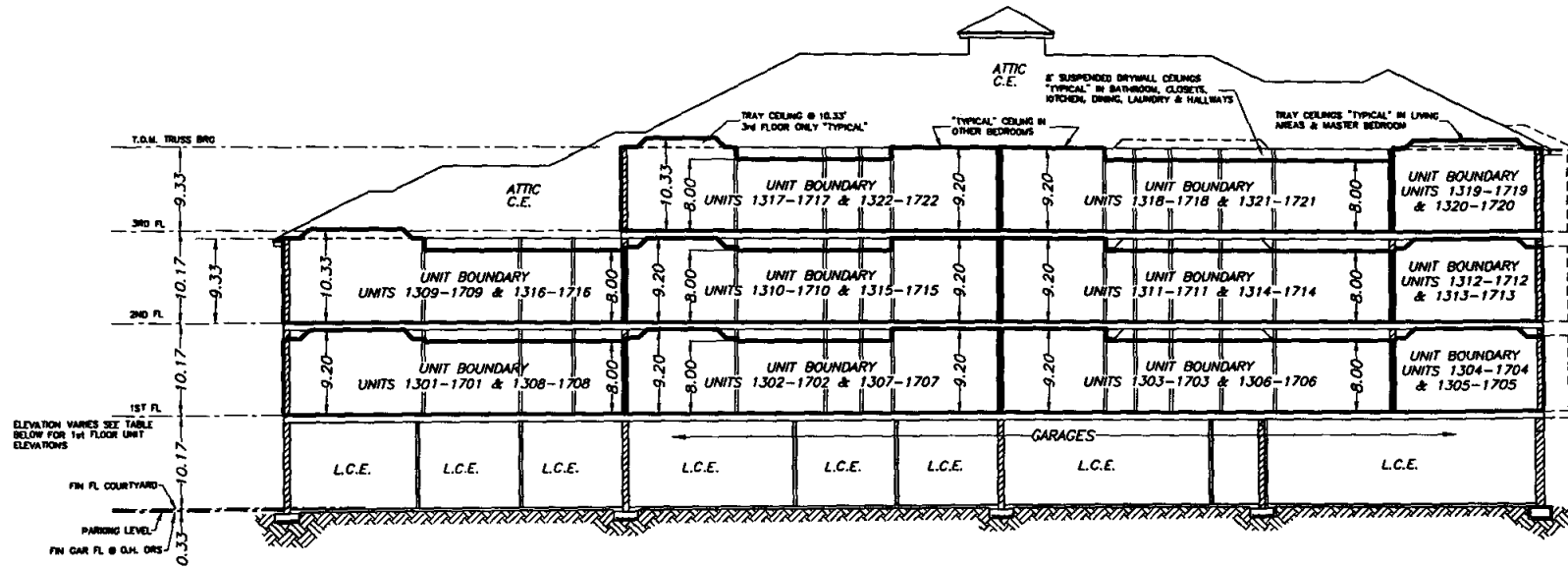


THE COURTYARDS AT GONDOLA PARK,
A CONDOMINIUM

CONDOMINIUM BOOK _____ PAGE _____
EXHIBIT "B"
SHEET 9 OF 9 SHEETS



INSTRUMENT # 2008096172
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UNIT DESCRIPTIONS

BOUNDARIES OF UNITS: THE HORIZONTAL BOUNDARIES OF EACH UNIT AND THE VERTICAL BOUNDARIES OF EACH UNIT SHALL BE THE UNFINISHED BOUNDARIES AS SHOWN IN THESE GRAPHIC DESCRIPTIONS OF THE IMPROVEMENTS, WHICH ARE A PART OF EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM, AND WHICH ARE MORE DEFINITELY SET FORTH AS FOLLOWS:

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LIMITED COMMON ELEMENTS (L.C.E.)
SEE THE DECLARATION OF CONDOMINIUM FOR MAINTENANCE RESPONSIBILITY FOR L.C.E. AREAS APPURTENANT TO EACH UNIT

NOTE: INTERIOR PARTITIONING AND FLOOR PLANS MAY VARY DEPENDING ON OWNER PREFERENCES.

PROPOSED 1st FLOOR ELEVATIONS	
BUILDING "A"	25.57'
BUILDING "B"	25.47'
BUILDING "C"	25.47'
BUILDING "D"	25.57'
BUILDING "E"	25.17'

TYPICAL BUILDING CROSS-SECTION

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Development Consultants
12450 Unit C Tamiami Trail, North Port, FL 34287
Phone: (941) 426-0881 Fax: (941) 426-6101



EXHIBIT "C"

DESCRIPTION OF PHASE "C", THE COURTYARDS AT GONDOLA PARK, A CONDOMINIUM:

A PORTION OF BLOCK "A", CAPRI ISLES UNIT NUMBER 3, PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGES 8 AND 8A THROUGH 8D, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK "A", BEING A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 2234.33 FEET, A CENTRAL ANGLE OF 03°15'02", A CHORD BEARING OF S.38°42'37"W. AND A CHORD LENGTH OF 126.74 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 126.76 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S.40°20'08"W., ALONG THE NORTHWESTERLY LINE OF SAID BLOCK "A" AND THE SOUTHEASTERLY LINE OF CAPRI ISLES BLVD. (80.00 FEET WIDE) A DISTANCE OF 535.53 FEET; THENCE S.48°04'10"E., A DISTANCE OF 297.03 FEET; THENCE N.89°22'56"E., PARALLEL WITH AND 60 FEET NORTH OF, A SOUTHERLY LINE OF SAID BLOCK "A" A DISTANCE OF 255.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°22'56"E., A DISTANCE OF 183.01 FEET; THENCE NORTH, A DISTANCE OF 198.96 FEET TO A POINT ON THE SOUTHERLY LINE OF THE RESIDENCES AT GONDOLA PARK, A CONDOMINIUM (CONDO. BOOK 34, PAGE 2); THENCE WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 183.00 FEET; THENCE SOUTH, A DISTANCE OF 200.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.84 ACRE, MORE OR LESS.