

DECLARATION OF CONDOMINIUM

FOR

MANASOTA BEACH GARDENS, BUILDING 2, a Condominium

Arthur A. Kiney, Howard Sproat and Wilfred O. Barry, for themselves, their successors, grantees and assigns, do hereby on this 19th day of December, 1977, make, Declare, and publish their intention to submit and do hereby submit the real property hereinafter described to condominium ownership and use in accordance with Chapter 718, Florida Statutes, known as and herein called the Condominium Act, as follows:

1. NAME

The name of this condominium is to be Manasota Beach Gardens, Building 2, a Condominium.

2. DEFINITIONS

The terms used in this Declaration and the schedules hereto shall have the meanings stated in the Condominium Act on the date this Declaration is recorded, or as otherwise defined herein. The term "Developer" shall refer to Manasota Beach Gardens, a partnership. The term "Board of Directors" refers to the Board of Trustees of Manasota Beach Gardens Condominium Association, Inc.

3. LEGAL DESCRIPTION OF THE LAND

The legal description of the land to be included, which is submitted hereby to condominium ownership, is set forth in Schedule A hereto.

4. COMMON ELEMENTS

The undivided share in the common elements appurtenant to each respective unit shall be that percentage set opposite the identifying number of each unit in Schedule B hereto.

LAWYERS TITLE INSURANCE CORPORATION

This instrument was prepared by DAVID G. MULOCK of Carlton, Fields, Ward, Emmanuel, Smith & Cutler 21th Floor Exchange National Bank Bldg

5. THE UNITS

A. Each of the units is identified and designated as set forth in the survey contained in Schedule A. Each unit consists of (1) the volumes of space enclosed by the unfinished inner surfaces of perimeter walls, ceilings and floors thereof, including vents, doors, windows, and such other structural elements as are ordinarily considered to be enclosures of space, and including the volume of space enclosed by any balcony or terrace, (2) all interior dividing walls and partitions (including the space occupied by such interior walls and partitions) excepting load-bearing interior walls and partitions, (3) the decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), floors and ceilings, consisting of wallpaper, paint, plaster, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the unit, and (4) all immediately visible fixtures, mechanical systems and equipment installed for the sole and exclusive use of the unit, commencing at the point of disconnection from the structural body of the condominium building and from the utility lines, pipes, or systems serving the unit. No pipes, wires, conduits or other utility lines or installations constituting a part of the overall system designed for the service of any particular unit, or any of the structural members or portions of any kind, including fixtures and appliances within the unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any unit.

B. The common elements appurtenant to each unit shall include:

1. The condominium property which is not included within the units.

2. The following easements from each unit owner to each other unit owner in the condominium and to the Association:

(a) Easements through the common elements for ingress and egress.

(b) An easement of support in every portion of a unit which contributes to the support of the condominium building.

(c) An easement for the purpose of installation, maintenance, repair and replacement of all sewer, water, power and telephone lines, mains, conduits, wire, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility system.

(d) An easement through any unit, and common elements, for maintenance, repair and replacement of any unit and common elements.

Access to units shall only be during reasonable hours, except that access may be had at any time in case of emergency.

3. All other elements of the condominium improvements rationally of common use or necessary to their existence, upkeep and safety, and all other devices or installations within the condominium property existing for common use.

C. All unit owners shall have the right to use the common elements, subject to the terms and conditions set forth

herein. Such rights shall extend to the unit owners, members of their immediate families, their guests and other authorized occupants and visitors of the unit. Use of the common elements and rights of the unit owners with respect thereto shall be subject to and governed by the provisions of the Condominium Act, this Declaration and the Articles, By-laws and rules and regulations of the Association.

6. SURVEY, GRAPHIC DESCRIPTION
AND PLOT PLAN

A survey of the land and a graphic description of the improvements in which the units are located and a plot plan thereof are attached hereto as Schedule A. The Developer, in order further to define and identify the units and common elements of the condominium property, including any and all present and future improvements thereon, hereby declares that the condominium property is subdivided into twelve (12) units, as shown on the survey contained in Schedule A hereto.

7. ASSOCIATION

A. Manasota Beach Gardens Condominium Association, Inc., a Florida corporation not for profit, herein called the Association, shall be responsible for the administration, operation, maintenance, repair and replacement of the condominium property and which shall have those powers and duties set forth in the Act, this Declaration, the Articles of Incorporation and By-laws. Copies of the Articles of Incorporation and By-laws of the Association are attached hereto as Schedules C and D, respectively.

B. Each unit owner shall automatically become and remain a member of the Association as long as he owns the unit. Upon termination of his interest, the unit owner's membership shall thereupon terminate and transfer and inure

to the successor unit owner. Voting rights of unit owners shall be as set forth in the Articles of Incorporation of the Association.

8. AMENDMENTS

The provisions of this Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by not less than 75% of the unit owners, except where otherwise required by the Condominium Act or this Declaration. No amendment changing the size or dimensions of a unit shall be effective unless consented to by the unit owner, and no amendment which affects the rights, privileges or interests of the Developer shall be effective without its prior written consent. All amendments to this Declaration shall be evidenced by a certificate of the Association executed with the formalities of a deed and shall be recorded in the public records of Sarasota County, Florida.

9. COMMON EXPENSES

A. Each unit owner shall be assessed his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the common elements, and of the taxes and assessments levied thereon, which expenses are hereinafter referred to collectively as common expenses. The proportionate share of the common expenses of each unit owner shall be the same as such unit owner's share of the common elements as set forth in Schedule B. Payment thereof shall be in such installments and at such times as may be provided in the By-laws. In the event of the failure of a unit owner to pay his proportionate share when due, the amount thereof shall constitute a lien on his unit, as provided by the Condominium Act.

B. The proportionate share of the common expenses attributable to each unit may be amended only with the written consent of the unit owner and the mortgagee or mortgagees of the unit.

C. If the Board of Directors decides that any unpaid assessment is uncollectible, it shall become a common expense.

10. COMMON SURPLUS

Common surplus shall be the excess of all receipts of the Association, over the amount of common expenses. Each unit owner shall own an undivided share in any common surplus in the same percentage as his share of the common elements as set forth in Schedule B. All common surplus shall be held and administered by the Association on behalf of the unit owners and may be distributed to the unit owners at such times and in such amounts as the Board of Directors of the Association shall deem fit or otherwise expended by the Association for the benefit of the unit owners as the Board of Directors may determine.

11. DETERMINATION OF BOARD TO BE BINDING

Matters of dispute or disagreement between unit owners with respect to interpretation or application of the provisions of this Declaration, the Articles or By-laws, shall be decided by the Board of Directors of the Association, which decision shall be final and binding on all unit owners.

12. UTILITIES

Each unit owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall

be part of the common expenses.

13. INSURANCE AND RECONSTRUCTION

A. Mortgagee Roster. The Association shall maintain a roster of mortgagees showing the names and addresses of all banks, savings and loan associations, insurance companies and other institutions or persons who have advised the Association in writing that they hold mortgages on a unit and described the amount secured by the mortgage.

B. Purchase; named insured; custody and payment of policies. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the common elements and the unit owners. Each insurance policy and the company issuing the policy shall be subject to approval by the bank, savings and loan association or insurance company which, according to the roster of mortgagees, is the owner and holder of the largest number of mortgages on units which have been sold by Developer. Such approval shall not be unreasonably withheld. The named insured shall be the Association individually and as an agent for the owners of units covered by the policy without naming them, and mortgagees to the extent of their respective interests. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability. All Association policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee designated by the Board of Directors of the Association, and all such policies and endorsements shall be deposited with the Insurance Trustee.

C. Coverage.

1. Casualty insurance coverage shall afford

protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the condominium property. The policies shall state whether the following items are included within the coverage in order that the unit owners may insure themselves if the items are not insured by the Association: air handling equipment for cooling and heating (whether located on the common elements or within the unit); appliances and water heater (whether or not those items are built-in equipment); interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

2. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

3. Workmen's compensation policy to meet legal requirements.

4. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable, including but not limited to insurance of the officers and directors against liability arising in connection with their duties.

D. Premiums. Premiums upon such insurance policies shall be a common expense. Not less than ten (10) days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each mortgagee listed

in the roster of mortgagees.

E. Insurance trustees; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes stated herein and for the benefit of the unit owners and their mortgagees in the following shares (which shares need not be set forth on the records of the Insurance Trustee):

1. Unit owners. An undivided share for each unit owner, that share being same as the undivided share in the common elements appurtenant to this unit.

2. Mortgagees. In the event a mortgagee endorsement of an insurance policy has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear. Any bank, savings and loan association, insurance company, or other institution or person holding a mortgage on a unit shall be entitled to request and receive a mortgagee endorsement to the hazard insurance carried by the Association, and a copy of the policy. No mortgagee shall have any right to 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 distributions of proceeds made to the unit owner and mortgagee, which distributions shall be made by check payable jointly to the unit owner and mortgagee.

F. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided.

G. Association as agent. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

H. Determination whether to reconstruct and repair. Whether or not condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

1. Lesser damage. If one-third (1/3) or more of the units are tenantable after the casualty (as determined by the Board of Directors of the Association), the damaged property shall be reconstructed and repaired.

2. Major damage. If less than one-third (1/3) of the units are tenantable after the casualty (as determined by the Board of Directors of the Association), whether the damaged property will be reconstructed and repaired or the condominium terminated shall be

determined at a meeting of unit owners in the condominium which shall be held within sixty (60) days from the casualty. Notice of such meeting shall be properly given to all such unit owners, and a majority of such unit owners shall constitute a quorum for said meeting. If the reconstruction and repair is approved at the meeting by the owners of 20% or more of the units, the damaged property will be reconstructed and repaired; but if not so approved, the condominium shall be terminated in the same manner as provided in Section 19 of this Declaration for termination by agreement, except that no further consent or vote of unit owners or mortgagees shall be required for such termination, it being conclusively presumed in such instance that at least 80% of the unit owners and all of the mortgagees have consented to such termination.

3. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether the damaged property is to be reconstructed and repaired.

I. Responsibility for reconstruction and repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property as provided herein.

J. Plans and specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by the Board of Directors of the Association and 80% of the unit owners.

K. Assessments; determination of sufficiency of funds. If the proceeds of insurance are not sufficient to defray the

costs of construction and repair for which the Association is responsible, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense. The sums paid upon the assessments shall be deposited by the Association with the Insurance Trustee.

L. Disbursement of funds. The funds held by the Association or by the Insurance Trustee after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against unit owners on account of the casualty, shall be disbursed in the following manner and order:

1. Expense of the trust. All reasonable and necessary expenses of the Insurance Trustee shall be first paid.

2. Termination of the condominium. If the condominium is terminated, either by agreement after lesser damage or by failure of the unit owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property, and shall be owned by the unit owners, and their mortgagees as their interests appear, in the undivided shares in which they own the common elements prior to the termination, and shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being made payable jointly to them.

3. Reconstruction and repair of damage. If the damaged property is to be reconstructed and repaired, the funds shall be disbursed in the following manner:

(a) If the estimated costs of reconstruction and repair which are the responsibility of the Association do not exceed \$10,000, the funds shall be disbursed by the Insurance Trustee in payment of these costs upon the order of the Association.

If the estimated costs of reconstruction and repair which are the responsibility of the Association exceed \$10,000, the funds shall be disbursed by the Insurance Trustee in payment of these costs in the manner required by the Board of Directors of the Association, which shall supervise the work and approve all disbursements as being due and properly payable.

(b) If there is a balance of insurance proceeds after payment of costs of reconstruction and repair which are the responsibility of the Association, this balance shall be distributed to owners of damaged units who have responsibility for reconstruction and repair of their units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged unit bears to the total of these costs in all damaged units; provided, however, that no unit owner shall be paid an amount in excess of the estimated costs for his unit. If there is a mortgage upon a unit, the distribution shall be paid to the unit owner and the mortgagee jointly and they may use the proceeds as they may determine.

4. Reliance upon certificates. The Insurance Trustee shall not be required to make a determination as to the existence of facts upon which the distribution

of funds is conditioned, but may rely upon the certificate of the Association made by its president and secretary stating whether the damaged property will be reconstructed and repaired or the condominium terminated, or stating the names of unit owners to receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgagee is required by this instrument to be named as payee of a distribution to a unit owner, the Insurance Trustee also shall name the mortgagee as payee of any insurance proceeds distributed to a unit owner.

M. Benefit of mortgagees. Certain provisions in this section are for the benefit of mortgagees of condominium parcels, and may be enforced by any such mortgagee, and shall not be amended without the consent of all banks, savings and loan associations, mortgage companies and life insurance companies holding first mortgages on units.

N. A copy of each insurance policy in effect shall be available for inspection by the unit owners at reasonable times.

14. MAINTENANCE, REPAIRS AND REPLACEMENTS

A. Each unit owner shall furnish at his own expense and be responsible for all of the maintenance, repairs and replacements within his own unit, provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the unit shall be furnished by the Association as part of the common expense. Maintenance, repairs and replacements of the common elements shall be furnished by the Association as part of the common expense. The Association may provide in its rules and regulations for ordinary maintenance and minor repairs and

replacements to be furnished to units by Association personnel at the common expense.

B. If, due to the negligent act or omission of a unit owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association. Maintenance, repairs and replacements to the common elements or the units shall be subject to the rules and regulations of the Association.

C. To the extent that equipment, facilities and fixtures within any unit or units shall be connected to similar equipment, facilities or fixtures affecting or serving other units or the common elements, then the use thereof by the individual unit owners shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors, or of the manager or managing agent for the building, shall be entitled to reasonable access to the individual units as may be required in connection with maintenance, repair or replacement of the common elements or any equipment, facilities or fixtures affecting or serving other units or the common elements.

D. Each unit owner shall be responsible for the maintenance, repair and replacement of all windows of his unit and also the doors leading onto the balconies, if any, adjacent to his unit.

15. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

No alterations to any common elements, or any additions

or improvements thereto, shall be made by any unit owner without the prior written approval of the Association.

16. ENCROACHMENTS

If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon any portion of the common elements, as the common elements and units are shown by the surveys comprising the plat attached hereto as Schedule A, there shall be deemed to be mutual easements in favor of the owners of the common elements and the respective unit owners involved to the extent of such encroachments so long as they shall exist.

17. LIABILITIES AND REMEDIES

A. Each unit owner shall promptly pay the regular assessments against his unit when due, and any and all other assessments, charges and expenses as levied from time to time by the Board of Directors. All unpaid assessments, charges and expenses so levied shall bear interest at the maximum legal rate applicable to individuals. No owner may exempt himself from any or all of the monthly assessments or other assessments by non-use or waiver of the use or enjoyment of any of the common elements, or of the facilities of the condominium or of facilities or services of the Association or by abandonment of his unit.

B. All such assessments, charges and expenses levied upon each unit or unit owner shall support a lien in favor of the Association against the owner's unit.

C. The lien or liens held by the Association for any and all unpaid assessments, charges and expenses shall be prior to all other liens except (1) assessments, liens and charges for taxes past due and unpaid on the unit, and (2)

payments due under bona fide mortgages recorded prior to the creation of such lien or liens.

D. Upon the transfer of title to any unit, by whatever means, all liens thereon, except those which may be assumed with the lienholder's consent, shall be paid out of the sales price or by the transferee. This provision shall not apply to a mortgagee who takes title by foreclosure or by deed in lieu of foreclosure, who shall be liable only for assessments accruing after its ownership commences.

E. The transferee of title to a unit shall be jointly and severally liable with the transferor thereof for any and all amounts owing by the transferor to the Association up to the time of the transfer of title, without prejudice to the transferee's right to recover from the transferor any amount thereof paid by the transferee. The Association shall provide for the issuance to every transferee, upon his request, a statement of the amounts due, and the transferee's liability hereunder shall thereupon be limited to the amount stated, except that the purchaser of a unit at a mortgage foreclosure sale, and his successors and assigns, shall not be liable therefor.

F. In the event that any lien arises against a unit due to the failure of the unit owner to pay any assessments, charges and expenses, and the assessments, charges and expenses remain unpaid for more than seven (7) days after they shall have become due and payable, or the unit owner shall in any way default under any provisions of the Condominium Act, this Declaration, the Articles of Incorporation and By-laws, or the rules and regulations, the Association shall have each and all of the rights and remedies which may be provided for in the Condominium Act, this Declaration, or the Articles of Incorporation and the By-laws, or which may be available at

law or in equity, and may prosecute any action or other proceedings against the defaulting unit owner or others or both for enforcement of any and all liens, statutory or otherwise, including foreclosure of its liens in the manner provided in the Condominium Act and the appointment of a receiver for the unit and the ownership interest of the unit owner, or for damages or injunction of specific performance or judgment for payment of money and collection thereof, or any combination of remedies, or for any other relief.

G. In the event of default by any unit owner, the Association shall have the authority to correct the default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against the defaulting unit owner.

H. All expenses of the Association in the enforcement hereof, whether by legal proceedings or otherwise, including court costs, attorneys' fees and other fees and expenses, shall, in addition to the amount due, be recoverable by the Association against the defaulting unit owner. Such costs, fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate chargeable to an individual, shall be charged to and assessed against the defaulting unit owner and be secured by a lien against the unit.

I. Any and all rights and remedies provided herein may be exercised at any time and from time to time, cumulatively or otherwise. The Association's rights and remedies may be waived only by written authority of the Board of Directors, and any such waiver shall not constitute a continuing waiver or be renewed or extended without such written authority.

18. TERMINATION

The condominium form of ownership may be terminated only by the agreement of all unit owners and all mortgagees of record. Such termination shall become effective when an instrument executed by all such owners and mortgagees in the manner required for the conveyance of land in Florida evidencing the termination has been recorded in the public records of Hillsborough County, Florida, and the unit owners shall have executed and delivered deeds conveying all of the property to the Association. The Association shall endeavor to sell the condominium property, and shall hold the proceeds of sale in trust for the benefit of the unit owners and mortgagees. In the event that termination occurs after a casualty loss, the insurance proceeds shall be combined with the proceeds of sale. After providing for all necessary costs and expenses, including court costs and reasonable attorneys' fees in the event of litigation necessary to complete the termination and sale, the unit owners and their mortgagees shall have an undivided interest in the accumulated proceeds of sale and in any common surplus of the condominium, in accordance with the percentages or fractions of ownership in the common elements set forth in this Declaration. Membership in the Association of each unit owner shall cease upon recording of the instruments terminating the condominium and he shall thereafter have no further interest in the Association.

19. DEVELOPER'S PRIVILEGES

The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any persons approved by it. The Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including, but not limited to, the right to maintain models, have signs, employees in the office, use the common elements and to show units. A

sales office, signs and all items pertaining to sales, shall not be considered common elements and shall remain the property of the Developer. The Developer retains the right to be the owner of unsold units, under the same terms and conditions as other owners save with his right to sell, rent or lease as contained in this paragraph.

As long as employees or designees of the Developer constitute a majority of the Directors of the Association, the Developer shall not be liable for the payment of ordinary common expenses on units which it owns. During that time, the Developer guarantees that: (1) assessments for common expenses shall not increase over the amount of \$60.00; and (2) the Developer guarantees that it will pay all actual ordinary common operating expenses in excess of the amounts collected from unit owners other than the Developer at the amount stated above.

20. NOTICES

Notices provided for in the Condominium Act, Declaration, Articles of Incorporation or By-laws shall be in writing, and shall be addressed to the Association or to any unit owner at the mailing address of the condominium property in Sarasota County, Florida, or at such other address as may hereafter be provided. The Association or Board of Directors may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all unit owners at such time. Any unit owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment

of the receipt thereof, or, if addressed to a unit owner, when deposited in his mailbox in the building or at the door of his unit in the building.

21. SEVERABILITY

If any provision of this Declaration, the Articles of Incorporation or the By-laws shall be held invalid, it shall not affect the validity of the remainder of the Declaration, Articles and the By-laws.

22. USE RESTRICTIONS

A. A unit shall be occupied and used only as a private single family residence and for no other purposes.

B. No unit may be used for transient or hotel purposes.

C. These restrictions shall not apply to the Developer or its successor or assignee or assignees in the capacity of the Developer or to the Association.

23. RIGHTS AND OBLIGATIONS

The provisions of this Declaration, the Articles of Incorporation and the By-laws, and the rights and obligations established thereby, shall be deemed to be covenants running with the land so long as the property remains subject to the provisions of the Condominium Act and shall inure to the benefit of and be binding upon each and all of the unit owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording or the acceptance of a deed conveying a unit or any interest therein, or any ownership interest in the property whatsoever, the person to whom such unit or interest is conveyed shall be deemed to accept and agree to be bound

by and subject to all of the provisions of the Condominium Act, this Declaration, the Articles of Incorporation and the By-laws.

Witness:

Pamela W. Spill

See Deed

Pamela W. Spill

See Deed

Pamela W. Spill

See Deed

Arthur A. Kiney
Arthur A. Kiney

Howard Sproat
Howard Sproat

Wilfred O. Barry
Wilfred O. Barry

STATE OF ILLINOIS
COUNTY OF DuPage

The foregoing instrument was acknowledged before me this 19th day of December, 1977, by Arthur A. Kiney, Howard Sproat and Wilfred O. Barry.

Howard A. Sproat
Notary Public

My Commission expires: 3/1/1980

MANASOTA BEACH GARDENS, BUILDING 2,
 A CONDOMINIUM
 PART OF SECTION 9, TWP. 40 S., RANGE 19 E.,
 SARASOTA COUNTY, FLORIDA

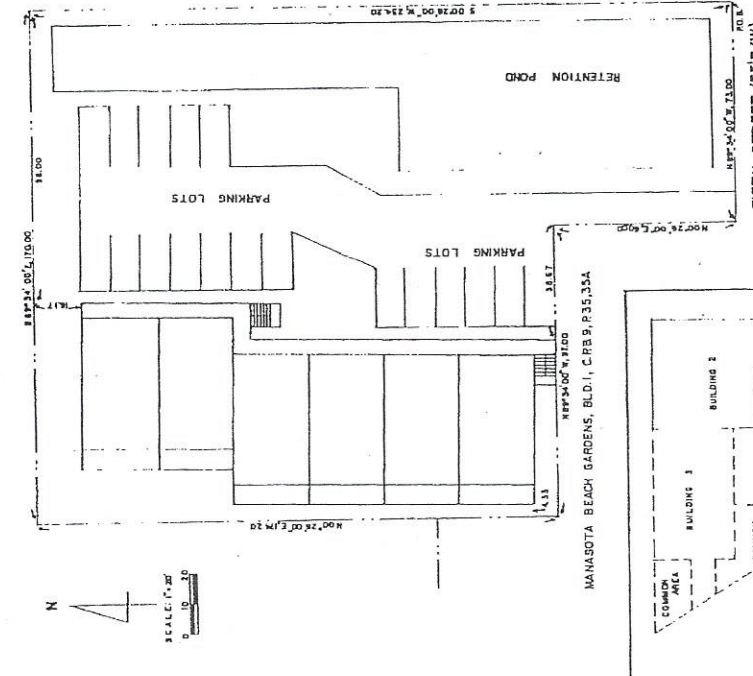
DESCRIPTION
 BEGIN AT THE SOUTHWEST CORNER OF LOT 9, BLOCK 34, MANASOTA GARDENS, RECORDED IN
 PLAT BOOK 1, PAGE 41, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THENCE 887'34" 00",
 13.00 FEET, ALONG THE SOUTH BOUNDARY OF SAID LOT 9, THENCE 800'24" 00", 80.00 FEET,
 ALONG THE EAST BOUNDARY OF SAID LOT 9, THENCE 100'24" 00", 10.00 FEET, ALONG
 THE EAST BOUNDARY OF MANASOTA BEACH GARDENS BUILDING 1, RECORDED IN CONDOMINIUM
 PLAT BOOK 1, PAGES 30 AND 31A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THENCE
 100'24" 00", 10.00 FEET, ALONG THE NORTH BOUNDARY OF SAID MANASOTA BEACH GARDENS
 BUILDING 1, THENCE 800'24" 00", 10.00 FEET, PARTIALLY ALONG THE EAST BOUNDARY OF
 SAID MANASOTA BEACH GARDENS BUILDING 1, THENCE 3 89'34" 00", 17.00 FEET, ALONG THE
 NORTH BOUNDARY OF LOTS 9 AND 8 OF SAID BLOCK 34, THENCE 3 00'24" 00", 10.00 FEET,
 ALONG THE EAST BOUNDARY OF SAID LOT 9, TO THE POINT OF BEGINNING. ALL SAID LAND
 LYING AND BEING IN SECTION 9, TOWNSHIP 40S, RANGE 19E, SARASOTA COUNTY, FLORIDA.

NOTES
 DIMENSIONS SHOWN ON SHEET 2 FOR FAMILY UNIT AREA INCLUDE TERRACE, BALCONY, GARAGE,
 THE ENTIRE FAMILY UNIT WALL WHERE IT DOES NOT ADJOIN ANOTHER FAMILY UNIT AND ONE HALF
 OF THE FAMILY UNIT WALL WHERE IT ADJOINS ANOTHER FAMILY UNIT.
 THE UPPER BOUNDARY OF THE FAMILY UNITS ON GROUND FLOOR SHALL BE THE PLANE OF THE UPPER
 SURFACE OF THE PRECAST CONCRETE FLOOR SLAB ABOVE.
 THE UPPER BOUNDARY OF FAMILY UNITS ON SECOND FLOOR SHALL BE THE PLANE OF THE UPPER
 SURFACE OF THE CONCRETE FLOOR SLAB ABOVE.
 THE LOWER BOUNDARY OF FAMILY UNITS ON GROUND FLOOR SHALL BE THE UNDER SURFACE
 OF THE CONCRETE FLOOR SLAB BELOW THE LOWER BOUNDARY OF FAMILY UNITS ON SECOND FLOOR
 SHALL BE COMMON TO THE UPPER SURFACE OF THE FLOOR BELOW.
 ELEVATION BASED ON MEAN SEA WATER LEVEL ARE SHOWN IN FEET AS FOLLOWS:
 GROUND FLOOR FAMILY UNITS 10.17 10.20 10.33
 SECOND FLOOR FAMILY UNITS 19.28 19.33 19.33 19.33 19.33 19.33
 MARKING LOTS AND DRIVEWAYS ARE ASPHALT PAVED. INDIVIDUAL PARKING AREAS IN COMMON ARE
 10' x 12' MEASUREMENTS REFERENCED 89°24' 00" E. ALONG SOUTH LINE OF LOTS 11 AND 9.

REC 1211 PG 1941

CERTIFICATE OF SURVEY
 I HEREBY CERTIFY THAT A CORRECT ACTUAL SURVEY WAS MADE OF THE CAPTIONED DESCRIPTIONS AND
 THAT THE CONSTRUCTIONS OF THE IMPROVEMENTS DESCRIBED IS ADEQUATELY COMPLETE IN THAT
 THE SURVEY, THESE DESCRIPTIONS AND THE ATTACHED FLOOR PLANS, TOGETHER WITH THE WORKS
 OF THE DECLARATION IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED, AND
 THAT CAN BE DETERMINED THEREFROM THE IDENTIFICATION LOCATION, AND DIMENSIONS OF THE
 COMMON ELEMENTS AND OF EACH UNIT.

 DATE 12-8-77



SCHEDULE "A"

RECORDER'S MEMO: Legibility of writing, typing, or
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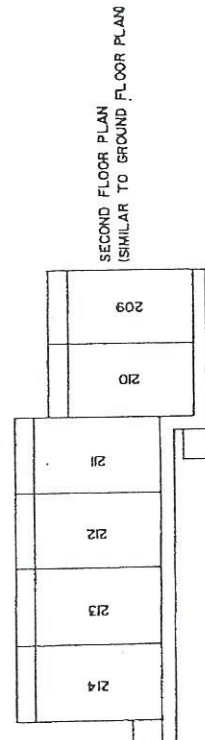
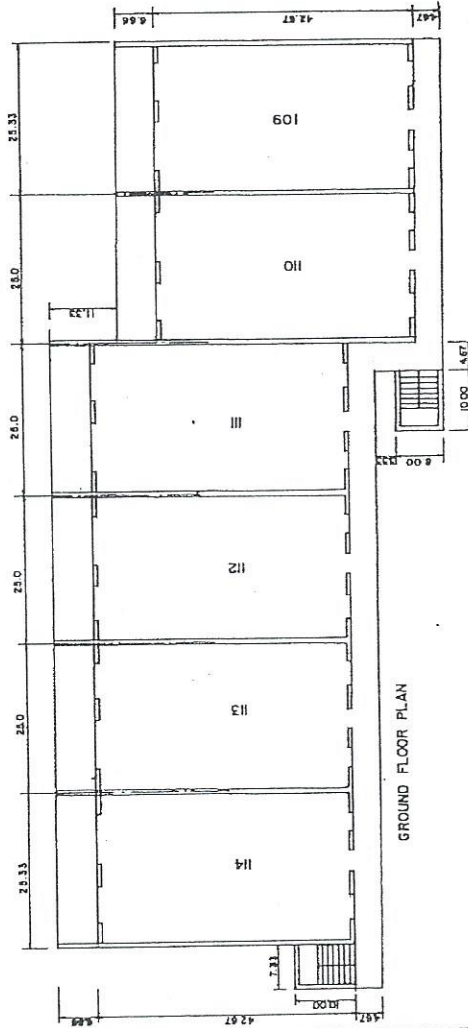
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CONDOMINIUM FLAT BOOK PAGE 36A
SHEET 2 OF 2 SHEETS

MANASOTA BEACH GARDENS, BUILDING 2, A CONDOMINIUM

PART OF SECTION 9, TWP 40 S., RANGE 19 E.,
SARASOTA COUNTY, FLORIDA



SCHEDULE "A"

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SCHEDULE B TO DECLARATION OF
CONDOMINIUM OF MANASOTA BEACH GARDENS,
BUILDING 2, A CONDOMINIUM

UNDIVIDED SHARES OF COMMON ELEMENTS (AND COMMON
SURPLUS) APPURTENANT TO THE UNITS.

<u>Unit Number</u>	<u>Share</u>
114	1/12
113	1/12
112	1/12
111	1/12
110	1/12
109	1/12
214	1/12
213	1/12
212	1/12
211	1/12
210	1/12
209	1/12