

DECLARATION OF CONDOMINIUM

THE HEATHERS TWO AT THE PLANTATION, a Condominium

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, PLANTATION ASSOCIATES, a Florida general partnership, hereinafter referred to as "DEVELOPER," holds a fee simple title to the following described lands situate in Sarasota County, Florida, to-wit:

TRACT P, according to the plat of THE PLANTATION UNIT ONE as recorded in Plat Book 28, at Pages 4 through 4E, of the Public Records of Sarasota County, Florida,

And,

WHEREAS, Developer desires to devote the above described property to Condominium use.

NOW, THEREFORE, be it known as follows:

I.
DEFINITIONS

The terms used in this Declaration and in the exhibit shall mean as follows:

(1) "ASSESSMENT" means a share of the funds required for payment of Common Expenses which from time to time is assessed against the Unit Owner.

(2) "ASSOCIATION" means the Association which will be responsible for the maintenance and operation of this Condominium, such Association being THE HEATHERS TWO AT THE PLANTATION OWNERS ASSOCIATION, INC., a Florida non-profit corporation.

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

(4) "BYLAWS" means Bylaws of the Association mentioned above as they exist from time to time.

(5) "COMMON ELEMENTS" means the portions of the Condominium property not included in the Units.

(6) "COMMON EXPENSES" means all expenses and assessments properly incurred by the Association for the Condominium, including, but not limited to, payroll items, payment for any items of betterment to the Common Elements, insurance premiums relative to the Common Elements, legal and accounting fees, maintenance expenses relative to the Common Elements and the Preserve Property, costs of repairs and replacement of the Common Elements, charges for utilities used in connection with the Common Elements, fees due the Division of Florida Land Sales, Condominiums and Mobile Homes, costs for security, expenses and liabilities incurred by the Association in the enforcement of the rights or duties against its members or others, expenses of indemnifying its officers and Directors, amounts for contingencies, basic charges for cable television service unless the provider of such service charges the Unit Owners directly, monthly pest control service to the Common Elements and the improvements located on the Units and amounts to fund a reserve for maintenance, repair and replacement of the Common Elements that might be replaced on a periodic basis.

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

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(8) "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.

(9) "THE CONDOMINIUM" or "THIS CONDOMINIUM" as herein used from time to time shall mean the project and property subjected hereby or by subsequent amendments hereof to Condominium ownership, known as THE HEATHERS TWO AT THE PLANTATION, a Condominium.

(10) "CONDOMINIUM DOCUMENTS" shall mean this Declaration of Condominium, the Articles of Incorporation and Bylaws of THE HEATHERS TWO AT THE PLANTATION OWNERS ASSOCIATION, INC., and Condominium Plat of THE HEATHERS TWO AT THE PLANTATION, a Condominium, all as amended from time to time.

(11) "CONDOMINIUM PARCEL" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

(12) "CONDOMINIUM PLAT" means that certain Plat or drawing being recorded simultaneously herewith and referred to in paragraph IV below.

(13) "CONDOMINIUM PROPERTY" (the definition) means and includes the lands and improvements that are hereby or by amendment hereto subjected to Condominium ownership together with all easements and rights appurtenant thereto intended for use in connection with the Condominium.

(14) "THE COUNTY" shall mean Sarasota County, Florida.

(15) "DECLARATION" or "DECLARATION OF CONDOMINIUM" means this instrument, as amended from time to time.

(16) "DEVELOPER" means PLANTATION ASSOCIATES, a Florida general partnership, and any successors and assigns designated as a successor or subsequent developer.

(17) "INSTITUTIONAL LENDER" shall be construed to include but not be limited to banks, savings and loan associations, insurance companies, Massachusetts business trusts, real estate investment trusts, mortgage bankers, mortgage brokers and agencies or corporations of, or sponsored by the U.S. Government, including but not limited to Federal National Mortgage Association and Federal Home Loan Mortgage Corporation.

(18) "LIMITED COMMON ELEMENTS" shall mean those Common Elements, if any, which are reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units as specified herein.

(19) "OCCUPANT" shall mean a person or persons in lawful possession of a Unit other than the owner or owners thereof.

(20) "OPERATION" or "OPERATION OF THE CONDOMINIUM" means and includes the administration and management of the Condominium Property.

(21) "PRESERVE PROPERTY" shall mean that property lying within the intersections of the westerly boundary of the Condominium, the northerly right of way line of Cerromar Drive and the southeasterly boundary of the 40' drainage easement as shown on the plat of THE PLANTATION UNIT ONE, as recorded in Plat Book 28, at Pages 4 through 4E, of the Public Records of Sarasota County, Florida.

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(22) "UNIT" means a part of the Condominium Property which is to be subject to exclusive ownership. A Unit is more fully described on the Condominium Plat hereinabove mentioned.

(23) "UNIT OWNER" means the owner of a Condominium Parcel.

II.
CONDOMINIUM OWNERSHIP

Developer does hereby declare the property owned by it and first described above, to be Condominium Property under the Condominium Act of the State of Florida now in force and effect to be known as: THE HEATHERS TWO AT THE PLANTATION, a Condominium, and does submit said Condominium Property to condominium ownership pursuant to said Act.

III.
UNIT NUMBERS

The Condominium Units in this Condominium shall be known as:

Units 16 - 30 inclusive.

IV.
CONDOMINIUM PLAT

A survey of the land showing all existing easements and graphic description of the Units and a plat plan thereof which together with this Declaration of Condominium are in sufficient detail to identify the Common Elements and each Unit and provide accurate representation of their locations and dimensions appears on that certain Condominium Plat of the Condominium being recorded herewith in Condominium Book 17, at Page 41-41B, of the Public Records of the County and incorporated herein by reference. Developer reserves the right to alter the boundaries of Units owned by Developer to accommodate variations in the improvements to be construction on each Unit, which variations will be reflected by the recording of an amended Condominium Plat. Any such alteration of the boundaries of the Units owned by Developer shall not require the consent of any other Unit Owner or such Unit Owner's mortgagee and any such alteration of the boundaries of the Units owned by Developer shall in no event alter the boundaries of any Unit owned by any party other than Developer and shall not change the size or configuration of the Common Elements.

V.
COMMON ELEMENTS

There shall be appurtenant to each of the Units a one-fifteenth (1/15) undivided ownership of the Common Elements. The Common Elements of the Condominium shall include the following:

(a) The land described above and all improvements thereon, except for Units as shown on the aforementioned Condominium Plat and except for Limited Common Elements, if any, shown thereon.

(b) 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.

(c) 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.

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

(e) Easements for maintenance of Common Elements.

(f) 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 and an easement over such portion of the adjoining Unit as lies between the courtyard of the Unit and the wall of the dwelling located on the adjoining Unit (hereafter referred to as the "Courtyard Easement." The Courtyard Easement shall be used and maintained by the owner of the Unit to which it is appurtenant in accordance with the provisions of this Declaration governing such Unit Owner's courtyard and the owner of the Unit over which the Courtyard Easement lies shall have no right to use any portion of the Courtyard Easement and shall not be responsible for maintenance of the Courtyard Easement. In addition, each Unit shall have an access easement over such portions of the adjoining Unit as are reasonably necessary to allow the Unit Owner to maintain, repair and replace any fence, wall or planting located on its Unit.

The Association shall have an easement over such portion of Unit 16 as is reasonably necessary for the maintenance, repair and replacement of the portion of the Condominium entrance wall located on Unit 16.

Streets, walks and other rights-of-way serving the Units as part of the Common Elements necessary to provide reasonable access to the public ways are hereby made subject to nonexclusive easements for ingress and egress for the benefit of the Units for pedestrian and vehicular ingress and egress as the case may be and for the Developer, its successors and assigns for pedestrian and vehicular ingress and egress to and from the Units and property contiguous to the Condominium and for installation, maintenance, replacement and repair of utilities serving the Condominium and property contiguous to the Condominium. Any mortgagee consenting to this Declaration does hereby subordinate its rights in said easements to the rights of the Unit Owners as aforesaid.

Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no Grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the Unit Owners designate the Developer and/or Association as their lawful attorney in fact to execute any instrument on their behalf as may be hereafter required or deemed necessary for the purpose of creating such easement.

VI.
COMMON EXPENSES AND SURPLUS

The Common Expenses of the Condominium shall be assessed and the Common Surplus of the Condominium divided and apportioned among the Units in the same percentages as ownership of the Common Elements set forth in paragraph V above.

Any Institutional Lender holding a first mortgage of record or other purchaser of a Condominium Unit obtaining title to the Condominium Parcel as a result of foreclosure of the first mortgage in an action in which the Association was properly made a defendant junior lien holder or as a result of a deed given in lieu of foreclosure shall not be liable for the share of Common Expenses or assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such Condominium Parcel which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless such share of Common Expenses or assessments is secured by a Claim of Lien for the same that is recorded prior to the recording of the said first mortgage.

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Certain expenses relative to the Units or improvements (houses or villas) ultimately constructed on the Units will not be Common Expenses. These expenses, however, as a matter of convenience and economy will be mailed to Unit Owners by the Association, collected by the Association and remitted to the appropriate parties furnishing the service or services. Even though these expenses are not Common Expenses, due to the fact that the Association is obligated to contract on behalf of Unit Owners for them and be responsible for payment in full, it is necessary to provide the Association with enforcement rights concerning same. Accordingly such expenses shall be collectible by the Association in the same manner as though the same were Common Expenses and shall be subject to collection remedies including lien rights and foreclosure by the Association in the same manner as though the same were Common Expenses pursuant to the provisions of this Declaration of Condominium and the Florida Condominium Act as amended from time to time. The expenses herein referred to which are not Common Expenses but which are to be collected by the Association from individual Unit Owners and remitted by the Association to the appropriate party furnishing the service or services are the cost of maintaining the exterior of the dwellings located on the Units and the cost of lawn and landscaping maintenance to all Units.

VII.
CONDOMINIUM ASSOCIATION

The Association mentioned from time to time herein and which will operate the Condominium shall be that certain Corporation Not For Profit, heretofore organized under the laws of the State of Florida, and known as: THE HEATHERS TWO AT THE PLANTATION OWNERS ASSOCIATION, INC., of which Association each Unit Owner shall be a member. A copy of the Articles of Incorporation is annexed hereto and marked Exhibit "A." The Condominium will be operated pursuant to the Bylaws of the Association, a copy of which is annexed hereto and marked Exhibit "B." In addition to the powers of the Association elsewhere herein set forth or adopted by reference, the Association shall have the right to adopt and enforce uniform rules and regulations concerning the maintenance, repair, replacement, use and occupancy of the Common Elements and Units; provided, however, that such rules and regulations shall not be contrary to the provisions of this Declaration of Condominium, the Articles of Incorporation of the Association or the Bylaws of the Association. The Association shall also have the power and authority to charge Unit Owners a use fee, as determined by the Board of Directors, for the use of the Common Elements or Association property, as provided for by Florida Statute 718.111(4), as amended from time to time. The Association shall maintain, repair and replace all portions of the Common Elements and the Preserve Property.

In the event of default by any Officers or Directors of the Association or by the Association in carrying out its obligations under this Declaration of Condominium, the Articles of Incorporation or Bylaws of the Association or the Condominium Law of the State of Florida, then and in that event any adversely affected member shall notify the defaulting Officer or Director, as the case may be, and in all events the Board of Directors, in writing, of such default, and shall extend a thirty (30) day period from the date of delivery of such notice to cure such default prior to instituting any legal action concerning the same.

VIII.
VOTING

Each of the Units shall be entitled to one vote at meetings of the Association. In the event of joint ownership of a Unit, said vote shall be apportioned among the owners or exercised by one of them by agreement with the remainder of said joint owners.

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IX.
AMENDMENT

This Declaration may be amended at any time by the affirmative vote of the owners of two-thirds (2/3) of the Units of the Condominium. No amendment of this Declaration shall be effective unless evidenced by a certificate of the Association, executed with the formalities required of a conveyance of real property and recorded in the Public Records of the County. No such amendment shall discriminate against any Unit or Units or Unit Owner or class of Unit Owners, and no amendment shall affect the easements referred to herein or any right of Developer reserved or created hereunder or under any of the exhibits or documents referred to herein.

Notwithstanding anything foregoing to the contrary, in the event that an amendment of this Declaration of Condominium is required for the purpose of correcting a scrivener's error or omission, and such amendment shall not materially adversely affect any property rights of Unit Owners or Institutional Lenders, then such amendment may be effectuated by a majority of Unit Owners or by action of the Board of Directors; provided, however, that in the event the error corrected relates to the share of Common Elements, Common Expenses or Common Surplus relative to a Unit, the owners and mortgagees of such Unit shall join in the execution of the amendment. Such amendment shall, if passed and approved, be evidenced in the Public Records in the same manner as amendments set forth above.

X.
INSURANCE, REPAIR AND REBUILDING

A. **LIABILITY INSURANCE:**

The Board of Directors of the Association shall obtain and maintain, as a Common Expense for the benefit of the Association, the Unit Owners and their mortgagees as their interest may appear, public liability and property damage insurance covering all of the Common Elements of the Condominium and insuring the Association and the Unit Owners and their mortgagees as its and their interests appear, in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, but in no event less than one million and 00/100 (\$1,000,000) dollars per occurrence and ten thousand and 00/100 (\$10,000) dollars property damage. Premiums for the payment of such insurance shall be paid by the Board of Directors of the Association, and such premiums shall be charged as a Common Expense.

B. **CASUALTY INSURANCE:**

1. **Purchase of Insurance:** The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements which are part of or included within the Common Elements. Such insurance shall be in the name of the Association and for the benefit of the Association, all Unit Owners and their mortgagees as their interests may appear in an amount equal to the maximum insurable replacement value thereof as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and charged as a Common Expense.

2. **Loss Payable Provisions.** All policies purchased by the Association in accordance with the foregoing shall be held in the name of the Association and shall be for the benefit of the Association and all Unit Owners and their mortgagees, as their interests may appear. All insurance proceeds payable on account of such policies shall be paid to the Association for the benefit of the foregoing parties. The Association shall have the sole right to settle or prosecute all claims relative to the Common Elements. Individual Unit Owners, on the other hand,

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shall have the sole right, subject to requirements of their mortgagees, to settle and/or prosecute claims concerning damages to improvements contained solely upon their respective Units.

3. Reconstruction and Repair. The Association shall promptly reconstruct and/or repair all damage to the Common Elements and improvements thereon whether or not the Association had collected the sums due it under any policies of insurance concerning such damage. Likewise all Unit Owners shall promptly restore and repair any damage to any improvements constructed by them or maintained by them on their Units (which damage is visible from the Common Elements) whether or not such Unit Owners had received proceeds of insurance. All proceeds of insurance, however, relating to damage to the improvements on any particular Unit shall be promptly paid to such Unit Owner by the Association when received. It is intended by these provisions that any and all damage to the Common Elements be promptly repaired by the Association and that any and all visible damage to improvements constructed by or maintained by Unit owners on their Units be likewise promptly repaired whether or not insurance proceeds are immediately available for that purpose. In the case of the Association, in the event that insurance proceeds are not promptly available or are insufficient to pay for the cost of restoration or repair, the deficiency shall be promptly assessed by the Association against all Unit Owners in proportion to their share of Common Expenses. In the event any Unit Owner fails to promptly repair or restore improvements upon such Unit Owner's Unit, the Association may do so after ten (10) days notice to such Unit Owner and may charge the cost of such repair or restoration to such Unit Owner and shall have a lien upon such Unit Owner's share of insurance proceeds and upon such Unit to secure repayment of the funds so advanced by the Association, which lien shall bear interest at the highest rate allowed by law and secure payment of all costs of enforcement thereof including court costs and attorney's fees and shall be foreclosable as a mortgage in the applicable court in the State of Florida.

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C. WORKMAN'S COMPENSATION POLICY:

The Association shall obtain such workman's compensation coverage as shall meet the requirements of law.

D. OTHER INSURANCE:

The Association shall procure such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

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E. UNIT OWNER'S INSURANCE:

Each individual Unit Owner shall be responsible for purchasing at the Unit Owner's own expense casualty and liability insurance concerning the improvements constructed on the Unit Owner's Unit, personal property of the Unit Owner within or on the Unit Owner's Unit and any accidents occurring within or on such Unit Owner's Unit.

F. GENERAL REQUIREMENTS:

If available, and where applicable, the Association shall endeavor to obtain policies which provide that the Insurer waives its right of subrogation as to any claims against Unit Owners, the Association, their respective servants, agents and guests. Insurance companies authorized to do business in the State of Florida shall be affirmatively presumed to be good and responsible companies and the Board of Directors of the Association shall not be responsible for the quality or financial responsibility of the insurance companies provided same are licensed to do business in the State of Florida.

G. DEDUCTIBLE:

To the extent that any insurance proceeds on policies that the Association provides are reduced by deductibility features, the amount of the deductibility shall be borne by the Association as a Common Expense.

XI.
RESTRICTIONS

The following restrictions shall apply to and bind the Condominium Property, and the Units, to wit:

(a) All improvements located on the Condominium Units shall be and remain of like exterior design, shape, color and appearance as the original construction by Developer, however, it is expressly understood that Developer shall have the right to change from time to time the original construction design, color, shape and appearance of the improvements during the course of development of this Condominium. Unit owners shall not move or change the appearance of any berms located on their Units.

(b) Occupants of Condominium Units shall not suffer, permit or maintain in or on their premises conditions or activities which interfere with peaceful and quiet occupancy by other Unit Owners of their Units.

(c) No pets shall be permitted except for those which are approved by the Association or by the Developer in the event the Developer is managing the affairs of the Association. Approval of a pet shall be based upon a determination that such pet will not cause any unreasonable annoyance or inconvenience to Unit Owners or any of them. In no event shall there be more than one (1) household pet per Unit and no pet shall exceed an adult weight of thirty (30) pounds; provided, however, the Board of Directors shall have the right to allow a Unit Owner to keep a dog or dogs in excess of thirty (30) pounds in the Unit in the event such dog or dogs were owned by the Unit Owner at the time it acquired title to the Unit and provided such dog or dogs shall not be replaced after death.

(d) No garage doors shall be left ajar and no screening or other cover shall be placed in a garage door opening.

(e) No Unit Owner shall keep or park on the Common Elements or Unit any trailers, campers, boats, trucks, motor bikes or motorcycles, it being intended that the only vehicles permitted to be kept on the Condominium Property by Unit Owners, their guests, licensees, invitees or assigns will be customary private passenger vehicles. This restriction shall not preclude the entry on the Common Elements of necessary service or development related vehicles.

(f) Each Condominium Unit shall be used exclusively for a one (1) family residential dwelling housing no more than ten (10) residents as to a four (4) bedroom dwelling and eight (8) residents as to a three (3) bedroom dwelling at any one time. No business or trade or hobby that entails the sale of goods or services shall be permitted to be conducted therein or thereon, except for Units used by the Developer for models, sales offices, construction offices, storage or related use. "One-family" residential dwelling shall mean a group of persons related by marriage or blood or no more than two (2) unrelated individuals owning or occupying the Unit.

(g) Except for sale thereof by PLANTATION ASSOCIATES, a Florida general partnership as Developer, or as broker or

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agent, or sale or leasing of any Institutional Lender, no Unit shall be sold, leased or sub-leased by any person, party or corporation, without the owner thereof first procuring the consent thereto of the Board of Directors of the Association, which said consent shall be given or withheld based upon the Board's determination of the ability of the proposed lessee, sub-lessee or grantee to meet the financial obligations of the Unit, and the social and moral desirability of the said proposed lessee or grantee. In no event shall a Unit be leased for a term of less than six (6) months. The Unit Owner proposing a sale or lease which is subject to the restrictions of this paragraph shall apply to the Board in writing for approval of the same, which such application shall be accompanied by the proposed sale or lease documents and agreements. Approval or disapproval of a proposed tenant or purchaser, as the case may be, shall be delivered to the Unit Owner proposing such transaction in writing at his Unit within ten (10) days after his application therefor. In the event that the decision is approval, such writing shall be duly executed by an Officer of the Association and properly acknowledged so that the same may be recorded in the Public Records. In the event that the Board refuses to approve a proposed tenant or purchaser as set forth above, the Board shall thereupon be granted a thirty (30) day period within which to accept the proposed lease or sale in accordance with the terms and conditions thereof on behalf of the Association or produce a substitute transferee; provided, however, that in the event the transaction is a sale, the purchase price to the Association or its substitute transferee shall not exceed the fair market value of the Unit. In the event that the Association is of the opinion that such price does exceed the fair market value, it shall have the right to require a determination thereof by arbitration, and its time within which to exercise its right of first refusal shall be extended until ten (10) days after the report of the arbitrators. Such arbitration shall be accomplished by the Association appointing an arbitrator who shall be a registered MAI or its equivalent, the Unit Owner appointing such an arbitrator within five (5) days after notice of the appointment by the Association and the two (2) arbitrators so appointed meeting and jointly appointing a third arbitrator within ten (10) days of the first appointment and thereafter meeting and making their determination of fair market value within ten (10) days from the appointment of the third arbitrator and so advising both parties thereof. The decision of such arbitrators shall be binding on all parties. The cost of such arbitration shall be paid by the Association.

Any proposed lease or sale of a Unit, with the exceptions first mentioned above, shall be considered as subject to the right of first refusal vested in the Association pursuant to the foregoing. In the event that the Board so determines to enter into the proposed transaction, it shall notify the Unit Owner in the manner set forth above within said thirty (30) day period and shall thereupon perform the obligations of the proposed lessee or purchaser. If it does not elect to enter into the proposed transaction, the Unit shall be free of the right of first refusal, and the proposed transaction may then and there be consummated; provided, however, that upon consummation of the said transaction the Unit shall again be subject to all terms and provisions of this Declaration of Condominium including the right of first refusal mentioned herein.

For purposes of this numbered paragraph a sale shall be deemed as including a gift, a transfer of controlling stock interest in the event the Unit is owned by a corporation and a transfer of a majority of beneficial interest in the event the Unit is owned by a trust, and a lease shall be deemed as including a sublease, assignment of lease and the lending of

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a Unit. In the event of a proposed gift the foregoing shall apply, except that in the event of disapproval by the Board there shall be no right of first refusal vested in the Board, nor shall the transfer be permitted.

In the event of a testamentary transfer, the Association shall have the right to approve the transferee, and, in the event of disapproval of the transferee, the Association shall have the right to purchase the Unit for its fair market value as determined by three (3) arbitrators, all of whom shall be registered MAI appraisers or the equivalent thereof, one (1) of which shall be appointed by the Association, the second of which shall be appointed by the proposed transferee and the third of which shall be appointed be the first two (2) arbitrators. Said arbitrators to be appointed within sixty (60) days after the death of the Unit Owner and shall render their decision, which shall be binding on all parties, within twenty (20) days after their appointment. The cost of such arbitration shall be borne by the Association. The decision of said arbitrators as to fair market value shall be binding upon the parties. In the event that the Association exercises its right of purchase, the same shall be done by written notice to the proposed transferee and personal representative of the decedent, if any, which notice shall be furnished within thirty (30) days after the decision of the arbitrators is delivered to the Association and which purchase shall be for cash. Closing on the purchase shall be accomplished within fifteen (15) days after furnishing of the notice of election to purchase to the proposed transferee and personal representative, if any. Conveyance of the Unit to the Association shall be by good and sufficient warranty deed subject only to Condominium limitations and restrictions, those matters common to all Units and such items as may be cured by an application of the purchase price.

Wherever the Association pursuant to the foregoing has been vested with a right of first refusal and has declined to exercise the same, or has exercised the same but failed to properly and promptly acquire such Unit the Association, upon request by the Unit Owner or proposed transferee shall furnish a recordable instrument signed by the Association, setting forth that the Association elected not to exercise such right of first refusal and setting forth with particularity the type of the proposed transfer and name or names of the proposed transferee.

The Association may charge a fee relative to the foregoing approval procedures to cover the Association's expenditures and services in regard thereto in an amount set by the Board of Directors but not to exceed fifty and 00/100 dollars (\$50.00).

No charge shall be made in connection with an extension or renewal of a lease or sub-lease.

Additionally, the Association may require as a condition to permitting the letting or renting of a Unit, the depositing into an escrow account maintained by the Association, of a security deposit in an amount not to exceed the equivalent of one month's rent. The security deposit shall protect against damages to the Common Elements or Association property. Within fifteen (15) days after a tenant vacates the premises, the Association shall refund the full security deposit or give written notice to the tenant of any claim made against the security and shall have the right to use said security deposit to satisfy such claim.

(h) Without the prior permission of the Association, no wires, television antennas, air conditioners, aerials or

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structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for those structures that form a part of the original building.

(i) No Unit Owner shall permit or maintain any exposed or outside storage or storage containers. No Unit Owner may dispose of or keep refuse, trash or garbage in or on any exterior area of the owner's Unit or on the Common Elements, except in those receptacles provided by the Association, if any.

(j) No clotheslines, hangers or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the Common Elements, which are visible from any other Unit or from the Common Elements, except by the Association, and no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window, door, balcony or railing.

(k) No garage or yard sales may be conducted.

(l) No Unit shall be the subject of a partition action in any court of the State of Florida, and all Unit Owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such action.

(m) No electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television reception in other Units.

(n) No signs of any type shall be maintained, kept or permitted on any part of the Common Elements or in or on any Unit where the same may be viewed from the Common Elements, except for signs of Developer and Unit identifications in the manner originally created by Developer.

(o) No Condominium Parcel or Unit shall be divided or subdivided. No structural alterations or changes shall be made to the dwelling located on said Unit without prior approval of the Board of Directors of the Association. With consent of the Board, two (2) or more adjoining Units may be combined into one home site by the owner thereof, provided that such combined Units will continue to bear all obligations and receive all benefits of the individual Units which are the components thereof. For example, such combined Unit shall pay the shares of Common Expenses allocated to each of the component Units and shall be able to vote for each of the component Units. Every such combined Unit may later be re-separated into the original component Units, with consent of the Board of Directors. Unit Owners so combining or separating Units shall do so at their sole expense, in a manner so as to create the least possible amount of construction activity disturbance to other Unit Owners.

(p) Each Unit Owner, lessee or occupant shall maintain at all times in good condition and repair, subject to regulations by the Association, all portions of their Unit, including all interior and exterior (including roof and wall) portions of improvements upon their Unit pursuant to plans and specifications approved by the Board of Directors and shall maintain any property located between the boundary of the Unit and the mean high water line of any lake lying adjacent to the Unit (the "Lake Property") except for the lawn irrigation system which shall be installed by the Developer and except for maintenance of the exterior of the dwellings located on the Units and the lawn and landscaping maintenance of the Unit and the Lake Property including the maintenance of any berms located on the Unit, which shall be contracted for by the Association for the benefit of the

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Unit Owners pursuant to Article VI above. The responsibility of Unit Owners relative to the maintenance of electrical components of improvements of the Unit shall be limited to those items of electrical conduit, wire, switches, fixtures and equipment located on the building side of the electric meter serving the same but not including the meter itself. The Association and/or power company shall be responsible for electrical service from and including the meter to and including the source of power to the Condominium. The Unit Owner's responsibility relative to plumbing components of improvements constructed upon the Unit shall be limited to the repair and maintenance of those plumbing items, lines and components which lie within the boundaries of the foundations of improvements on the Unit as the same exist from time to time. The items external thereof shall be maintained by the Association.

(q) Mailboxes relative to each Unit shall be of a single type approved by the Association.

(r) The occupants and owners of each Unit shall keep and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, divisions or subdivisions, in so far as the same pertain to the control or use of such Unit, and shall promptly pay each Unit's share of all Common Expenses and special assessments and shall further pay any and all late charges, penalties or interest relating to the same as properly established by uniform rules and regulations of the Association.

(s) The occupants of Units shall abide by all the uniform rules and regulations promulgated by the Association concerning occupancy and use of the Condominium Units and Common Elements and areas, which rules and regulations shall not discriminate against any Unit Owner or class of Unit Owners.

(t) Except for ground cover and landscaping installed by the Developer, no ground cover or landscaping shall be installed without the approval of the Association and all landscaping installed by the Unit owner shall comply with guidelines for landscaping established by the Association from time to time.

(u) If an undivided Unit is of sufficient size to permit installation of a pool as between the improvements constructed on the Unit and the rear lot line of the Unit, except for pools installed by the Developer, no pool may be installed by a Unit Owner without the approval of the Association, subject to promulgated rules and regulations. Inasmuch as installation of a pool after construction of Unit improvements (and improvements of adjoining Units) may require a pool contractor to enter upon and potentially damage adjoining Units or Common Elements, the Association may defer to permit such installation, or, may require that security for any potential damage be provided.

XII.
ASSOCIATION MANAGEMENT

Notwithstanding anything contained in this Declaration or the Exhibits hereto to the contrary, it is expressly understood that Developer shall have the sole right to elect all Directors of the Association until such time as fifteen percent (15%) of the total number of Units in the Condominium have been conveyed to purchasers. At such time as fifteen percent (15%) of said Units have been conveyed, notwithstanding anything elsewhere in the Declaration of Condominium or the Exhibits hereto to the contrary, then Unit Owners other than the Developer shall have the right to elect not less than one-third (1/3) of the Board of Directors of the Association. Unit Owners other than the Developer shall be entitled to elect not less than a majority of

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001287

the Board of Directors of the Association upon the first to occur of the following: (i) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers, (ii) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers, (iii) when all of 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, or (iv) 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. In all events and notwithstanding anything elsewhere contained to the contrary, the Developer shall be entitled to elect at least one (1) Director to the Board of Directors of the Association as long as Developer holds five percent (5%) or more of the total number of Units in the Condominium for sale in the ordinary course of business. It shall be the duty of the Board of Directors of the Association to call special meetings of the membership to effectuate changes in the Board of Directors in order to comply with the foregoing provisions within sixty (60) days after a change would be required and on not less than thirty (30) and not more than forty (40) days notice.

Developer has entered into a Management Contract with the Association which shall bind the management and operation of the Condominium. A copy of said contract is annexed hereto and marked Exhibit "C."

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OR BOOK

XIII.
TERMINATION

The Condominium created hereby may be terminated in the manner provided by the Condominium Act of the State of Florida, as then existing.

XIV.
ASSIGNMENT OF DEVELOPER'S RIGHTS

Developer does hereby reserve the right to assign on any exclusive or non-exclusive basis in part or in full any of Developer's rights or privileges hereunder with or without any such assignee being deemed a successor or subsequent Developer.

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PAGE

XV.
SEVERABILITY

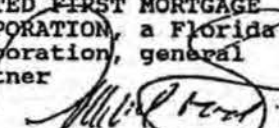
Each and every covenant contained in this Declaration of Condominium and all documents incorporated herein shall be construed as being separate and independent, and in the event that any of the same are determined to be invalid or unenforceable, the remainder of the provisions hereof shall not be affected thereby but shall remain valid and enforceable to the extent permitted by law.

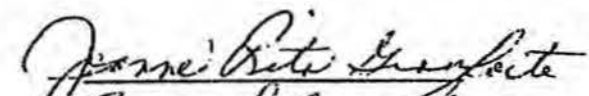
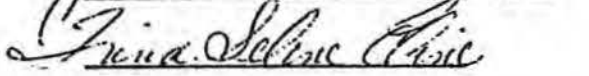
IN WITNESS WHEREOF, the Developer has executed this Declaration this 17th day of January, 1989.

Signed, sealed and delivered in the presence of:

PLANTATION ASSOCIATES, a Florida general partnership

By: UNITED FIRST MORTGAGE CORPORATION, a Florida corporation, general partner

By: 
David I. Good,
as its President

By: FIRST SARASOTA SERVICE CORPORATION, a Florida corporation, general partner
By: David I. Good
David I. Good,
as its President

Jessie Rita Ginforte
Notary Public

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 16th day of January, 1988 by David I. Good, as President of UNITED FIRST MORTGAGE CORPORATION, a Florida corporation and David I. Good, as President of FIRST SARASOTA SERVICE CORPORATION, a Florida corporation, both as general partner of PLANTATION ASSOCIATES, a Florida general partnership on behalf of the partnership.

Jessie Rita Ginforte
Notary Public

My Commission Expires:

OR BOOK

PAGE

CONSENT OF MORTGAGEE

The undersigned being the owner and holder of mortgages recorded in Official Records Book 1537, Page 995, as modified in Official Records Book 1817, Page 1560, Official Records Book 1986, Page 1277, Official Records Book 1995, Page 2202, and Official Records Book 2005, Page 282; Official Records Book 1817, Page 1566, as modified in Official Records Book 1873, Page 2549; Official Records Book 1817, Page 1592, as modified in Official Records Book 1873, page 2547, Official Records Book 1934, Page 1333, Official Records Book 1953, Page 1919, Official Records Book 2005, Page 279, Official Records Book 1986, Page 1295, and Official Records Book 1996, Page 1137; Official Records Book 1755, Page 195, as modified in Official Records Book 1934, Page 1330, Official Records Book 1945, Page 2652, and Official Records Book 1986, Page 1290; Official Records Book 2058, Page 413, all of the Public Records of Sarasota County, Florida, which mortgages encumber that property described in the Declaration of Condominium for The Heathers Two at The Plantation, a condominium to which this consent is annexed, does hereby join in and consent to the submission of said property to condominium ownership in accordance with the terms and provisions of said Declaration of Condominium.

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OR BOOK

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PAGE

Signed, sealed and delivered in the presence of:

William Newberry
Bette Jensen

BARNETT BANK OF SOUTHWEST FLORIDA, a Florida corporation

BY: William M. Ross
as its Executive Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 17th day of January, 1989, by William M. Ross as Executive Vice President of Barnett Bank of Southwest Florida, a Florida corporation, on behalf of the corporation.

Virginia B. Winkler
Notary Public

My Commission Expires:



(KAC:GW\1497-50\DEC-COND.H2)

CERTIFICATE CERTIFYING FIRST AMENDMENT TO DECLARATION
OF CONDOMINIUM OF
THE HEATHERS TWO AT THE PLANTATION, A CONDOMINIUM

The undersigned, being the president and secretary respectively, of The Heathers Two at The Plantation Owners Association, Inc., a Florida corporation not for profit (the "Association") do hereby certify in accordance with Article IX of the Declaration of Condominium of The Heathers Two at The Plantation, a Condominium, as recorded in Official Records Book 2091, Page 1276 through 1309 of the Public Records of Sarasota County, Florida, that at a meeting of the Association for which all members of the Association had waived notice thereof, on the 18th day of January, 1989, at which all members were present and voting throughout, the Association did, by unanimous vote of the unit owners, approve of the attached amendment to the Declaration of Condominium of The Heathers Two at The Plantation, a Condominium.

IN WITNESS WHEREOF, this Certificate was duly executed by the duly authorized officers of The Heathers Two at The Plantation Owners Association, Inc., this 18th day of January, 1989.

WITNESSES: THE HEATHERS TWO AT THE PLANTATION OWNERS ASSOCIATION, INC.

Jeanne Rita Grunfante By: *Kathleen D. Baylis*
Lisa Schlesselman as its President

ATTEST: *[Signature]*
Secretary

006093
OR BOOK
000501
PAGE

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of January, 1989, by Kathleen D. Baylis, as President of The Heathers Two at The Plantation Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

Jeanne Rita Grunfante
Notary Public

My Commission Expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of January, 1989, by Ronald K. Drews, as Secretary of The Heathers Two at The Plantation Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

Jeanne Rita Grunfante
Notary Public

My Commission Expires:

(KAC:SL:\1497-50\cc)

RETURN TO: ABEL, BANO, ET AL

FIRST AMENDMENT

TO

DECLARATION OF CONDOMINIUM

OF

THE HEATHERS TWO AT THE PLANTATION, A CONDOMINIUM

Pursuant to Article IX of the Declaration of Condominium of The Heathers Two at The Plantation, a Condominium, as recorded in Official Records Book 2091, Pages 1276 through 1309, inclusive, of the Public Records of Sarasota County, Florida, Article V has been amended as follows:

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SECTION

V.

COMMON ELEMENTS

There shall be appurtenant to each of the Units a one-fifteenth (1/15) undivided ownership of the Common Elements. The Common Elements of the Condominium shall include the following:

(a) The land described above and all improvements thereon, except for Units as shown on the aforementioned Condominium Plat and except for Limited Common Elements, if any, shown thereon.

(b) 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.

(c) 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.

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

(e) Easements for maintenance of Common Elements.

(f) Easements as needed for maintenance and support of Units and Common Elements.

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PAGE

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 and an easement over such portion of the adjoining Unit as lies between the courtyard of the Unit and the wall of the dwelling located on the adjoining Unit, hereafter referred to as the "Courtyard Easement." The Courtyard Easement shall be used and maintained by the owner of the Unit to which it is appurtenant in accordance with the provisions of this Declaration governing such Unit Owner's courtyard and the owner of the Unit over which the Courtyard Easement lies shall have no right to use any portion of the Courtyard Easement and shall not be responsible for maintenance of the Courtyard Easement. There shall also be appurtenant to each of the Units an easement over such portion of the adjoining Unit as lies between the side boundary line of the Unit located opposite the side of the Unit where the courtyard is located and the wall of the dwelling located on the adjoining Unit, running from the rear of the dwelling located on the adjoining Unit to the courtyard located

Coding: Words stricken are deletions; words underlined are additions, except that existing titles of sections are underlined.

on the adjoining Unit, hereafter referred to as the "Yard Easement." The Yard Easement shall be used and maintained by the owner of the Unit to which it is appurtenant in accordance with the provisions of the Declaration governing such Unit Owner's yard and the owner of the Unit over which the Yard Easement lies shall have no right to use any portion of the Yard Easement and shall not be responsible for maintenance of the Yard Easement. In addition, each Unit shall have an access easement over such portions of the adjoining Unit as are reasonably necessary to allow the Unit Owner to maintain, repair and replace any fence, wall or planting located on its Unit.

The Association shall have an easement over such portion of Unit 16 as is reasonably necessary for the maintenance, repair and replacement of the portion of the Condominium entrance wall located on Unit 16.

Streets, walks and other rights-of-way serving the Units as part of the Common Elements necessary to provide reasonable access to the public ways are hereby made subject to nonexclusive easements for ingress and egress for the benefit of the Units for pedestrian and vehicular ingress and egress as the case may be and for the Developer, its successors and assigns for pedestrian and vehicular ingress and egress to and from the Units and property contiguous to the Condominium and for installation, maintenance, replacement and repair of utilities serving the Condominium and property contiguous to the Condominium. Any mortgagee consenting to this Declaration does hereby subordinate its rights in said easements to the rights of the Unit Owners as aforesaid.

Should the intended creation of any easement fail by reason of the fact that at the time of creation, there may be no Grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the Unit Owners designate the Developer and/or Association as their lawful attorney in fact to execute any instrument on their behalf as may be hereafter required or deemed necessary for the purpose of creating such easement.

This First Amendment to the Declaration of Condominium of The Heathers Two at The Plantation, a Condominium, has been executed by the president and secretary, respectively, of the Association this 18th day of January, 1989.

WITNESSES:

THE HEATHERS TWO AT THE PLANTATION OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Jeanette Rite Guinfort
Luisa Helene Clune

By: Robert D. Bayle
as its President

ATTEST:

[Signature]
Secretary

Coding: Words stricken are deletions; words underlined are additions, except that existing titles of sections are underlined.

U02093
OR BOOK
U00509
PAGE

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of January, 1989, by Kathleen D. Baylis, as President of The Heathers Two at The Plantation Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

Jeanne Rita Graylock
Notary Public

My Commission Expires:

002093
CHECK

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of January, 1989, by Ronald K. Drews, as Secretary of The Heathers Two at The Plantation Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

Jeanne Rita Graylock
Notary Public

My Commission Expires:

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PAGE

(KAC:SL:\1497-50\fa)

CONSENT OF UNIT OWNERS

The undersigned being the owner of all of the Units of The Heathers Two at The Plantation, a condominium according to the Declaration of Condominium recorded in Official Record Book 2091, Pages 1276 through 1309, inclusive, and as per plat thereof recorded in Condominium Book 27, Pages 41 through 41A, inclusive, of the Public Records of Sarasota County, Florida, does hereby join in and consent to the First Amendment to the Declaration of Condominium for The Heathers Two at The Plantation to which this consent is annexed.

002093
REBOOK

Signed, sealed and delivered in the presence of:

PLANTATION ASSOCIATES,
a Florida general partnership

By: UNITED FIRST MORTGAGE CORPORATION, a Florida corporation, general partner

Jeanne Rita Grayson
Linda D. Schone

By: *Wallace D. Mossbarger*
Wallace D. Mossbarger,
as its Vice President

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PAGE

(Corp. seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of January, 1989, by Wallace D. Mossbarger as Vice President of UNITED FIRST MORTGAGE CORPORATION, a Florida corporation, as general partner of PLANTATION ASSOCIATES, a Florida general partnership on behalf of the general partnership.

Jeanne Rita Grayson
Notary Public

My Commission Expires:

CONSENT OF MORTGAGEE

The undersigned being the owner and holder of mortgages recorded in Official Records Book 1537, Page 995, as modified in Official Records Book 1817, Page 1560, Official Records Book 1986, Page 1277, Official Records Book 1995, Page 2202, and Official Records Book 2005, Page 282; Official Records Book 1817, Page 1566, as modified in Official Records Book 1873, Page 2549; Official Records Book 1817, Page 1592, as modified in Official Records Book 1873, page 2547, Official Records Book 1934, Page 1333, Official Records Book 1953, Page 1919, Official Records Book 2005, Page 279, Official Records Book 1986, Page 1295, and Official Records Book 1996, Page 1137; Official Records Book 1755, Page 195, as modified in Official Records Book 1934, Page 1330, Official Records Book 1945, Page 2652, and Official Records Book 1986, Page 1290; Official Records Book 2058, Page 413, all of the Public Records of Sarasota County, Florida, which mortgages encumber that property described in the Declaration of Condominium for The Heathers Two at The Plantation, a condominium recorded in Official Record Book 2091, Pages 1276 through 1309, inclusive, of the Public Records of Sarasota County, Florida, does hereby join in and consent to the First Amendment to the Declaration of Condominium for The Heathers Two at The Plantation to which this consent is annexed.

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Signed, sealed and delivered in the presence of:

Miriam Glesker
Patricia Carter

BARNETT BANK OF SOUTHWEST FLORIDA, a Florida corporation

By: [Signature]

as its Executive Vice President

RECORDED
JAN 24 3 35 PM '89

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of January, 1989, by William M. Ross as Executive Vice President of Barnett Bank of Southwest Florida, a Florida corporation, on behalf of the corporation.

Miriam Glesker
Notary Public

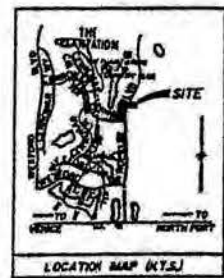
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
EXPIRES: JAN 18, 1990
BY: MARY ANN BROWN

EXHIBIT "B"

**"THE HEATHERS TWO
 of THE PLANTATION"**
 A LAND CONDOMINIUM
 COUNTY OF SARASOTA STATE OF FLORIDA
 SEC. 25 - TWP. 39 NORTH - RANGE 18 WEST

CONDOMINIUM BOOK 21 PAGE 1
 SHEET 1 OF 2 SHEETS



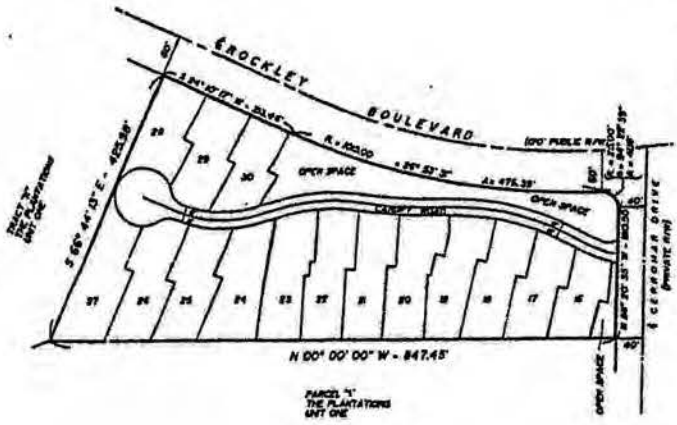
DESCRIPTION:
 TRACT "A", ACCORDING TO THE PLAT OF "THE PLANTATION UNIT ONE", AS RECORDED IN PLAT BOOK 28, AT PAGE 6-44, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA,
 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

UNIT BOUNDARIES
 EACH UNIT SHALL INCLUDE THAT PART OF THE CONDOMINIUM PROPERTY WHICH LIES WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES SHALL BE DETERMINED IN THE FOLLOWING MANNER:

1. UPPER AND LOWER BOUNDARIES, THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE DETERMINED IN THE MANNER PROVIDED FOR TIME TO TIME BY THE LAWS OF FLORIDA, THEN IN FORCE, FOR THE DETERMINATION OF BOUNDARIES AND RIGHTS OF AN OWNER OF A PARCEL OF REAL PROPERTY BOUND IN FEE SIMPLE, NOT SUBJECT TO CONDOMINIUM OWNERSHIP.
2. PERIMETRICAL BOUNDARIES, THE PERIMETRICAL BOUNDARIES OF EACH UNIT ARE INDICATED BY POLAR (A) OR POLAR INTERSECTIONS SOLID LINES EXTENDED TO INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.

GENERAL NOTES

1. ALL ROADS SHOWN HEREON ARE COMMON ELEMENTS.
2. UNLESS NOTED HEREON, ALL UNITS SHALL BE 90'.
3. THERE ARE RESERVED EASEMENTS OF 3 FEET IN WIDTH ALONG ALL FRONT UNIT LINES, FOR UTILITIES AND SPRAWNS, IN ADDITION TO EASEMENTS SPECIFICALLY SHOWN HEREON.
4. ALL LANDS NOT LOCATED WITHIN UNITS ARE COMMON ELEMENTS.
5. BEARINGS SHOWN AND DESCRIBED HEREON REFER THE PLAT OF "THE PLANTATION UNIT ONE", AS RECORDED IN PLAT BOOK 28, AT PAGES 6-44, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
6. EACH UNIT IS IDENTIFIED BY A NUMBER.



N 00° 00' 00" W - 847.45'

PARCEL "A"
 THE PLANTATION
 UNIT ONE

CERTIFICATE OF SURVEY

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, FULLY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS AS DESCRIBED HEREON IS SUBSTANTIALLY COMPLETE AND THAT SUCH MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY ARE AN ACCURATE REPRESENTATION OF THE UNITS DESCRIBED AND THAT FROM THE SUBJECT MATTER THE IDENTIFICATION, LOCATION AND DIMENSIONS OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED.

Dee. S.
 DEED SURVEYOR
 SITE NO. 27007

JAN. 11, 1999
 DATE SIGNED



Land Surveyors • Consulting Engineers
 Land Planners
LEMONDE
 of Florida, Inc.
 28 Ocean Court
 Venice, FL 33592
 TEL 813-493-8800

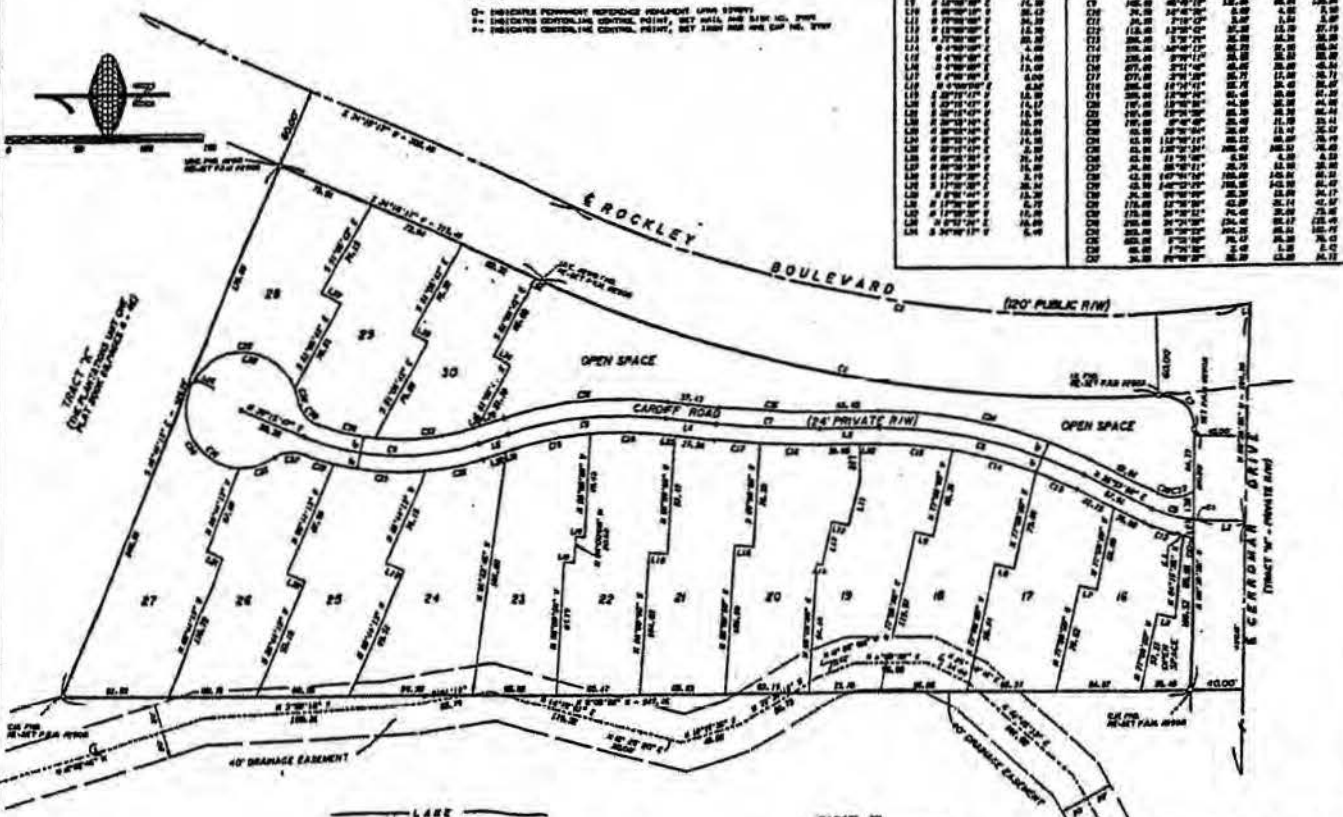
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**"THE FEATHERS TWO
of THE PLANTATION"
A LAND CONDOMINIUM**
COUNTY OF SARASOTA STATE OF FLORIDA
SEC. 25- TWP. 28 SOUTH - RANGE 19 WEST

CONDOMINIUM BOOK 27 PAGE 41A
SHEET 2 OF 2 SHEETS

LEGEND
 O- INDICATES POINTMENT REFERENCE POINTS WITH SPERRY
 *- INDICATES CONTROLLING POINTS, SET BACK AND BENCH MARK
 >- INDICATES CONTROLING CENTRAL POINT, SET BACK AND BENCH MARK

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L90	S 77° 00' 00" E	7.00						
L91	S 77° 00' 00" E	7.00						
L92	S 77° 00' 00" E	7.00						
L93	S 77° 00' 00" E	7.00						
L94	S 77° 00' 00" E	7.00						
L95	S 77° 00' 00" E	7.00						
L96	S 77° 00' 00" E	7.00						
L97	S 77° 00' 00" E	7.00						
L98	S 77° 00' 00" E	7.00						
L99	S 77° 00' 00" E	7.00						
L100	S 77° 00' 00" E	7.00						



PARCEL 1
 THE PLANTATION UNIT ONE
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