

THIS INSTRUMENT WAS PREPARED BY
WILLIAM R. KORB
KORB & WHEELER
P. O. Box 1744
Venice, Fla. 33595

Approved by
JTG
3/17/75

RECORDER'S MEMO. Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

DECLARATION OF CONDOMINIUM
OF
LYONS COVE, A CONDOMINIUM
Nokomis, Florida

The undersigned, hereinafter called "Developer", in accordance with Chapter 711, Florida Statutes, hereby executes this Declaration of Condominium as follows:

1. SUBMISSION TO OWNERSHIP. The undersigned, hereby submits to condominium ownership, pursuant to Chapter 711, Florida Statutes, known as "The Condominium Act", a fee simple interest in the land described hereafter and in Condominium Book 8, pages 25 + 25A, Public Records of Sarasota County, Florida, said land being in the County of Sarasota, State of Florida, to-wit:

Begin at the NW corner of Section 1, Township 39 South, Range 18 East; thence South along section line, 290.55 ft. to concrete monument on the South E/W line of Circuit Road (40 ft. wide), thence East, 334.6 ft.; thence North, 26 ft. to the Northwest corner of the old Forbes Tract (said point being on the Easterly R/W line of Louella Lane (40 ft. wide); thence North 35° 04' West along said Louella Lane, 100.45 ft.; thence North 16° 25' West along said Louella Lane, 140 ft.; thence North 10° 31' West along said Louella Lane, 419.2 ft.; thence along an irregular curve to the right and along said Louella Lane, a chord distance of 69.8 ft. and bearing of North 6° 29' West; thence continue along said irregular curve, a chord distance of 85 ft. and bearing of North 02° 03' East to SW corner of Galvin Tract; thence along said irregular curve to the right and along said Louella Lane, a chord distance of 100 ft. and bearing of North 16° 27' East for a Point of Beginning; thence North 26° 27' East and along said Louella Lane, 100 ft.; thence North 30° 03' East along said Louella Lane, 128.25 ft. to the Southerly R/W line of Albee Rd. (50 ft. wide); thence North 52° 49' East along said R/W line, 75.9 ft.; thence South 66° 33' East along Lyons Bay, 220 ft.; thence South 25° 26' East along said Bay, 97.8 ft.; thence South 80° 22' West along Northerly line of Galvin Tract 419.4 ft. to the Point of Beginning; being in the Southwest 1/4 of Section 36, Township 38 South, Range 18 East, Sarasota County, Florida; LESS AND EXCEPT those lands deeded to Robert J. Galvin and Bernice H. Galvin, H&W, by Venice Land Co., and recorded in Official Record Book 332, pages 434 and 435 of the Public Records of Sarasota County, Florida.

2. NAME. The name by which this condominium shall be known and identified is LYONS COVE, a Condominium, and its address is 101 Louella Lane, Nokomis, Florida 33555.

12/16/74

3. SURVEY AND FLOOR PLAN. A survey of the land subject to this condominium, a graphic description of the improvements constructed or to be constructed thereon, a plat plan locating such improvements thereon, and a floor plan identifying each unit, and the common elements and their respective locations and approximate dimensions are set forth in Condominium Book 8, pages 25 & 25A, Public Records of Sarasota County, Florida. The locations, dimensions, and descriptions of the respective condominium units shall be as described on the aforementioned plat plan and floor plan or as the same may be amended as hereinafter provided. A condominium unit shall consist of the space bounded by a vertical projection of the respective unit boundary lines representing the surface of the inside finished walls and the upper surface of the floor slab and the lower surface of the ceiling slab together with the unit's air conditioner unit lying outside such boundaries but used exclusively by such unit. In the event that the actual physical location of any unit at any time does not precisely coincide with the survey, plat plan, and floor plan, as amended, the actual physical location shall control. In the event of a total or substantial destruction of any building, the locations, dimensions, and descriptions contained in the survey, plat plan, and floor plan shall control. Architectural plans of all structures shall at all times be retained in the offices of LYONS COVE, INC., and shall be made available for use by all persons properly having an interest therein. All persons acting with reference to this condominium understand that at the time of the execution and recording of this Declaration and surveys, plats, and floor plans referred to herein, all of the improvements described therein shall not have been completed and said individuals agree for themselves, their heirs, successors and assigns that the Developer shall have the right to amend the Declaration of Condominium and the survey, plats, and floor plans as may be necessary or desirable from time to time to identify and locate, but not redimension the improvements and units as and when they are actually constructed. In such event an amendment of this Declaration shall not require the joinder or further consent of any unit owner or holders of liens thereon and shall be effective upon recordation in the Public Records of Sarasota County, Florida.

4. THE CONDOMINIUM ACT. Chapter 711, Florida Statutes, is incorporated herein by reference, and all provisions thereof shall apply to this condominium.

5. OWNERSHIP OF COMMON ELEMENTS. There shall be appurtenant to each of the units an equal ownership of the common elements which shall not be less than 1/16th each. The common elements of the condominium appurtenant to each of the units shall include the following items:

(a) The land described above and all improvements thereon, except for units as shown on aforementioned condominium plat;

(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 and access for repair of same;

(c) Installations for furnishing of utility services to more than one unit or to the common elements or to a unit other than a unit containing the installations;

(d) The property and installations in connection therewith acquired for the furnishing of services to more than one unit or to the common elements.

6. COMMON EXPENSES. The common expenses of the condominium and the common surplus of the condominium shall be proportioned among the units equally. The common expenses include the following:

(a) Expenses of administration and expenses of insurance, maintenance, operation, repair or replacement of the common elements, and of the portions of the units to be maintained by LYONS COVE, INC.;

(b) Expenses declared common expenses by provisions of this Declaration or the By-laws of LYONS COVE, INC.;

(c) Any valid charge, assessment, tax or levy against the condominium property as a whole;

(d) Charges for utility services except such services as are metered separately to each unit.

7. AMENDMENTS OF DECLARATION. This Declaration, except as set forth in Paragraph 3, may be amended at any time by the affirmative vote of 75 percent of all of the units of LYONS COVE, a condominium, provided that an amendment which discriminates against any unit shall not become effective without the written consent with the formalities of a deed of the owner of such unit. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted. The certificate shall be executed by the offices of the Condominium Association with the formalities of a deed. The amendment shall become effective when such certificates, and the copy of the amendment attached thereto, shall be recorded in the Public Records of Sarasota County, Florida. Notwithstanding the foregoing provisions of this Paragraph 7, the consent of the Developer shall be required for an amendment of this Declaration of Condominium for a period of three (3) years from the date of the filing hereof.

8. OPERATION OF CONDOMINIUM. The operation of the condominium shall be vested in LYONS COVE, INC. (the "Association"), a non-profit Florida corporation. The Articles of Incorporation are attached to this Declaration of Condominium as Exhibit "A" and they, together with all amendments thereto, are hereby incorporated herein by reference. The Association will operate pursuant to its By-laws, a copy of which is attached hereto as Exhibit "B" and, by this reference, it, together with all amendments thereto, are hereby incorporated herein by reference.

9. RESTRICTIONS. The following restrictions shall apply to and bind the use of all condominium parcels:

(a) All condominium units shall be and remain of like exterior design, shape, color, and appearance as other condominium units of the same class or type;

(b) Occupants of condominium units shall not permit, suffer or maintain in or on their premises

loud noises, obnoxious odors, or animals other than indoor, inoffensive household pets;

(c) Each condominium unit shall be used exclusively as a one-family residential dwelling and no business or trade shall be permitted or conducted therein or thereon or in any part of the common or limited common elements;

(d) Except for sale or leasing thereof by the Developer, no parcel or unit shall be sold or 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 upon the Board's determination of the ability of the proposed Lessee or Grantee to meet the financial obligations of the unit, and the social and moral desirability of the said proposed Lessee or Grantee. Such consent shall be executed with the same formalities as required for the recording of a deed and recorded along with the deed conveying any unit within the condominium. Such consent must be given or denied within thirty (30) days after the request for the same shall have been received by the Board of Directors. If the Directors elect to deny consent, the Association or any member shall have thirty (30) days within which to buy or lease said unit on the same terms as stated in the Notice of Sale or Lease and if within said thirty (30) day period neither the Association nor any member shall make such arrangements, the unit shall become freely transferable with the deed or lease being consented to by the Association as though it had approved the purchaser or tenant. The foregoing provisions shall not be applicable on the sale or rent of a condominium unit by an institutional first mortgagee after such mortgagee shall have acquired title as a result of a foreclosure of a mortgage

or as a result of a deed in lieu of foreclosure; provided further that the foregoing provisions shall not be applicable to purchasers at foreclosure sales on institutional first mortgages;

(e) Occupants and owners of each unit shall keep and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, divisions or subdivisions, insofar as the same pertains to the control or use of such unit, and shall promptly pay each unit's share of all common expenses;

(f) No condominium parcel or unit shall be divided or severed from the realty and no structural alterations or changes shall be made within said unit without prior approval of the Board of Directors of the Association;

(g) Each unit owner, lessee, or occupant, without changing the exterior appearance of his unit, shall maintain at all times in good condition and repair the interior of the unit owned, leased, occupied by them, including porches, interior walls, floors, ceilings, doors, windows, water, electric and plumbing systems, and parts and components thereof, sanitary facilities, fixtures, equipment, lamps and individual heating and/or air conditioning systems. The phrase "electric" system in this paragraph shall be construed as referring to those items of electrical conduit, wire, switches, fixtures, and equipment located within the unit or in the unit side of the electric meter servicing said unit but not including the meter itself. The phrase "plumbing" system in this paragraph shall be construed to mean all plumbing items from the trunk line connection to the unit or in the unit itself;

(h) Without the prior permission of the Association, no wires, TV antennae, air conditioners, aerials or additional structures of any sort shall be erected, constructed or maintained on the exterior of any building;

(i) No clothes lines, 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, 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 or door;

(j) No unit shall be 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;

(k) 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;

(l) No motor vehicle, boat or other equipment shall be repaired or allowed to remain in an inoperable state on the condominium premises and no mobile home, camper, trailer or the like shall be parked on the condominium premises;

(m) Occupants of units shall abide by all rules and regulations promulgated by the Association concerning occupancy and use of the condominium units and common elements and areas.

10. MAINTENANCE EXPENSES. Notwithstanding anything contained herein to the contrary, Developer reserves to itself all rights to manage the affairs of the condominium and the Association until January 1, 1976. Developer reserves the right to provide all maintenance for a fee of no more than Fifty Dollars (\$50.00) per month per unit during its period of management of the affairs of the Association.

At such time as Developer turns over the management of the Association and condominium affairs to the unit owners, the unit owners shall themselves through the Association determine the monthly maintenance charges and assessments and provide for themselves through the Association the items set forth above as well

as all other services, benefits or improvements thereafter determined necessary by the Association. It is the purpose and intent of this paragraph to establish a contractual relationship between Developer and the Association whereby Developer undertakes to furnish the above-mentioned benefits to the unit owners through the Association on a fixed basis without an accounting, which maintenance service upon termination of the management reserved to Developer will be furnished to the units through the Association.

11. FAILURE TO MAINTAIN. If the owner of a unit fails to maintain it as required or violates any of the restrictions set forth herein, the Association or any other unit owner shall have the right to seek compliance with the provisions hereof in a Court of competent jurisdiction or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the unit in good condition or to enforce compliance with any restriction herein. After such assessment the Association shall have the right to employ others to complete the work necessary in bringing about compliance herewith.

12. ANNUAL BUDGET AND COLLECTION OF COMMON EXPENSE AND ASSESSMENTS.

(a) The Board of Directors of the Association shall approve an annual budget in advance for each fiscal year, which budget shall project anticipated income and estimated common expenses which shall be delivered to the unit owners as required by law;

(b) The estimated common expenses shall be equally assessed against each condominium unit. In addition, the Association has the power to levy equal special assessments against each unit if a deficit should develop in the treasury for the payment of common expenses. One-twelfth (1/12th) of the amount assessed against each unit shall be payable on the first day of each month. Any assessment shall be due and payable upon presentation of a statement for the same and shall be considered in default if not paid within

fifteen (15) days thereafter. Once in default the amount of any assessment shall bear interest at ten percent (10%) per annum until paid;

(c) The Association shall have a lien against each condominium parcel for any unpaid assessments for common expenses and interest thereon against the owner thereof which shall also secure the payment to the Association of a reasonable attorney's fee incident to the collection of the assessment and enforcement of the lien. Said lien shall be effective upon recording in Sarasota County, Florida provided said lien states the description of the condominium parcel, the name of the record owner, the amount due and date when due. Said lien may be foreclosed in like manner as a foreclosure of a mortgage on real property.

13. DESTRUCTION AND RECONSTRUCTION OF IMPROVEMENTS.

(a) In the event a loss occurs to any improvements within the common elements without damage to an individual unit, payments under the insurance policies shall be made to the Association and the proceeds shall be applied to the complete repair of the damaged property. In the event the insurance proceeds are not sufficient to pay for repairs, the owners of each unit shall be assessed pro rata for the balance of the sum necessary to complete the repairs;

(b) In the event a loss occurs to any improvement or improvements within individual units without any loss occurring to any of the improvements within the common elements and provided the mortgagee or mortgagees approve, all payees shall endorse the insurance company check to the Association, and the Association shall hold such funds in escrow to pay for repair and reconstruction within the individual units. The money so received shall be allotted to repairs within each unit in proportion to the loss sustained to the improvements within

said unit as estimated by the insurance carrier, and in the event the insurance funds are not sufficient to effect all of the necessary repairs, the members owning interest in units containing damaged improvements shall be subject to a special assessment and contribute to the Association the remaining funds necessary to repair and restore the improvements within their units;

(c) In the event that loss occurs to the improvements within units and the contiguous common elements, payment under the insurance policies shall be made jointly to the Association, the holders of mortgages on the units and the unit owners. Provided the mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract for the necessary repairs to the improvements within the common elements and within the damaged units. In such event should the insurance proceeds be insufficient to repair the improvements within the common elements and within the units, the funds shall be apportioned to repair improvements within members' units and within the common elements in proportion to the loss sustained to improvements within said units and common elements as estimated by the insurance carrier. The balance of the sums necessary to complete the repairs of the damage to the common elements shall be secured by assessments against all of the owners of condominium units. The balance of the funds necessary to complete the repairs within the individual units shall be secured by a special assessment against the individual members owning interests in units containing damaged improvements in an amount necessary to repair and restore the improvements within their individual units;

(d) If, under subparagraphs (b) and (c) above, all of the mortgagees do not agree, all payees shall endorse the insurance companies' checks to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any unit, which mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the Association, as escrow agent) shall disburse the funds as follows:

The insurance proceeds shall be divided into individual shares as follows: one (1) share shall be allocable to the damage to the common elements in proportion to the ratio that the loss to the common elements bears to the entire loss, which share shall be payable to the Association. One share shall be allocable to each damaged unit in proportion to the ratio that the loss to the unit bears to the entire loss, which share shall be payable to the unit owner and mortgagee as their interests may appear. The Association shall then proceed with the repair of the common elements and the damaged units. If the sum allocated to the repair of the common elements is not sufficient, all of the owners of condominium units shall be equally assessed for the balance of the funds needed for repairs. If the sum allotted to the repair of individual units is not sufficient, the owners of the damaged individual units shall be assessed individually for the full amount of the sums necessary to complete the repairs within their individual units in the proportion that the repairs to their unit bears to the total cost of all units. All proportions of loss sustained to be estimated by the insurance carrier;

(e) If there has been a loss or damage to the condominium in excess of fifty percent (50%) of the insured value based on estimates by the insurance carrier and the insurance proceeds are inadequate to repair and reconstruct same and provided that the mortgagees agree and that seventy-five percent (75%) of the voting members vote against levying the special assessments and in favor of abandonment, the project shall be abandoned and the condominium terminated. Prior to termination, the insurance proceeds paid because of damage to units shall be paid to the Association which shall divide the insurance proceeds into as many shares as there are damaged units and shall divide equally among all units the insurance proceeds payable due to damage to the common elements and shall promptly pay each share jointly to the owners and mortgagees of each unit as their interest appears as shown on the most recent endorsement to said fire and extended coverage insurance policy;

As evidence of the members' resolution to abandon, the President and the Secretary of the Association shall effect and place in the Public Records of Sarasota County an affidavit stating that such resolution was properly passed to which a copy of consent of seventy-five percent (75%) of the unit owners and holders of all liens shall be affixed and upon the filing of such resolution, the Association shall be terminated.

14. EASEMENTS.

(a) Owners of units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their units over stairs, terraces, balconies, elevators, walks, and other common elements;

(b) All condominium property shall be subject to perpetual easements for encroachments presently existing

or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachment no longer exists.

15. MEMBERSHIP IN ASSOCIATION.

(a) LYONS COVE, INC., a non-profit Florida corporation, was chartered to perform the acts and duties desirable for apartment house management for the units and common elements, and to levy and enforce collection of assessments necessary to perform acts and duties as aforesaid;

(b) All unit owners shall automatically be members of the Association and said membership shall terminate when they no longer own said units;

(c) Where a unit is owned by more than one (1) owner, such owners shall collectively be entitled to one (1) vote in accordance with voting privileges set forth in the By-laws attached to the Declaration of Condominium as Exhibit "B" and incorporated herein by reference.

16. INTERPRETATION.

Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of any plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same. As used herein, the term "Member" means and refers to any person, natural or corporate, who is a unit owner.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 19th day of September, 1974.

Signed, sealed and delivered in our presence:

Patricia Zucker

Linda C. Miller

(As to Radford)

D. W. Radford

D. W. RADFORD

[SEAL]

Daphene W. Radford

DAPHENE W. RADFORD

[SEAL]

Patricia Zucker
Linda C. Miller
(As to Korp)

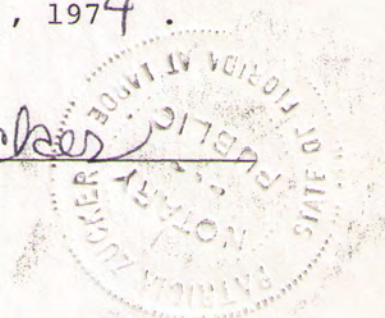
William R. Korp [SEAL]
WILLIAM R. KORP
Kate Page Korp [SEAL]
KATE PAGE KORP

THE STATE OF FLORIDA)
)
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments, personally appeared D. W. RADFORD, DAPHENE W. RADFORD, WILLIAM R. KORP, and KATE PAGE KORP to me known to be the persons described in and who executed the foregoing Declaration of Condominium, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 19th day of September, 1974.

Patricia Zucker
Notary Public

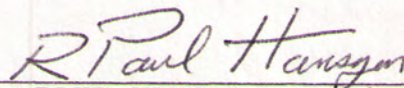


My commission expires:

Notary Public, State of Florida At Large
My Commission Expires July 10, 1977
Bonded by U. S. F. & G.

WILLIAM R. KORP
KORP & WHEELER
P. O. Box 1744
Venice, Fla. 33595SURVEYOR'S CERTIFICATE UNDER FLORIDA STATUTE 711.08 (e)

I, R. PAUL HANSGEN, a Registered Land Surveyor in the State of Florida, under Florida Certificate No. 1273, hereby certify that the construction of the improvements described in the Plat of LYONS COVE prepared by me on the 11th of December, 1973, is sufficiently complete that the plat, together with the wording of the Declaration of Condominium, which was executed by the developers on the 19th day of September, 1974, correctly represents the improvements described in such plat and Declaration and that there can be determined therefrom the identification, location, and dimensions of the common elements and of each unit.



[SEAL]

R. PAUL HANSGEN, Registered Land
Surveyor - Florida Certificate
No. 1273

DATED this the 16th day of OCTOBER, 1974.



CONSENT OF MORTGAGEE

FIRST NATIONAL BANK OF VENICE, Mortgagee, under a mortgage recorded in OR Book 1015, Page 405 through 408 which mortgage encumbers the lands described in the Declaration of Condominium of Lyon's Cove, hereby consents to the submission to condominium of the lands so encumbered, the recording of the necessary condominium documents including but not limited to the Declaration, Condominium Association Documents and Condominium plat.

Dated this 14th day of November, 1974.

FIRST NATIONAL BANK OF VENICE

By Laverda L. Joeckel
Laverda L. Joeckel
Assistant Vice President

Signed, sealed and delivered in the presence of:

Ramona McElroy
Edna Russell

CORPORATE SEAL



STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Laverda L. Joeckel, Assistant Vice President, of First National Bank of Venice, Venice, Florida, a banking corporation organized under the laws of the United States of America, to me known to be the officers who executed the foregoing instrument, and having affixed the corporate seal of said corporation, acknowledged executing the same under authority vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of November, 1974.

My Commission Expires:

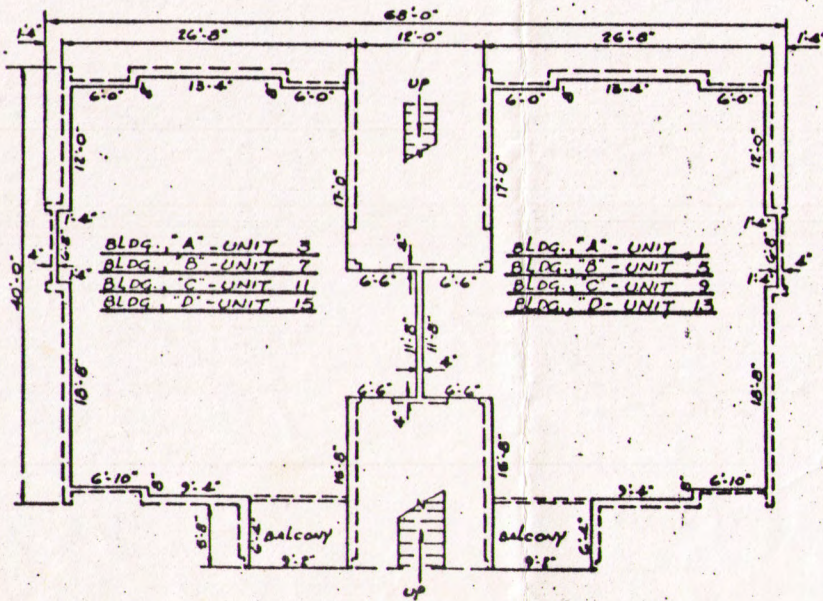
Edna Russell
Notary Public
Notary Public, State of Florida at Large
My Commission Expires Feb. 21, 1977 ON
Bonded by American Fire & Casualty Co.

LYONS COVE

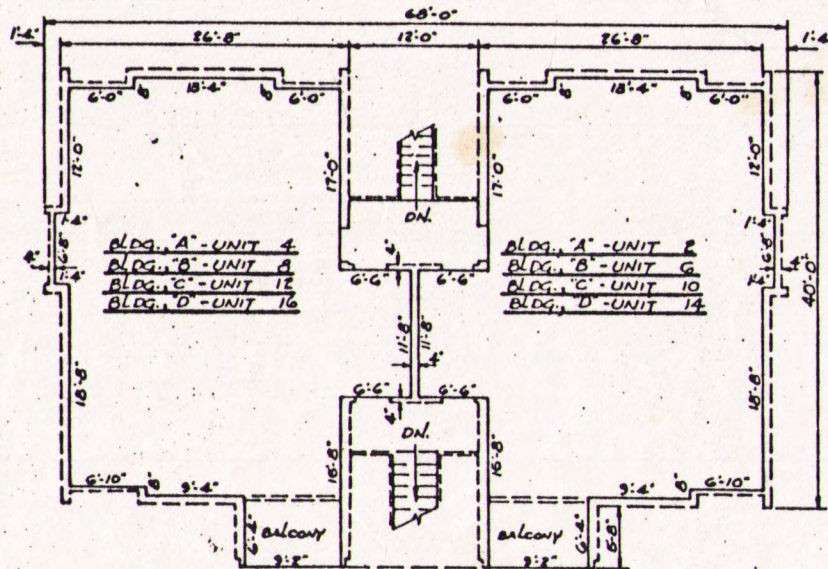
A CONDOMINIUM
SARASOTA, FLORIDA
SECTION 1, TOWNSHIP 39S, RANGE 18E.

603147
PLAT 1000000000
K 15 9 58 AM '74

BUILDING ELEVATION		
BUILDING	FLOOR	ELEVATION
A, B, C & D	1ST.	TOP OF UNFINISHED FLOOR 6'-6"
		BOTTOM OF UNFINISHED CEILING 16'-6"
A, B, C & D	2ND.	TOP OF UNFINISHED FLOOR 15'-5 1/2"
		BOTTOM OF UNFINISHED CEILING 23'-5 1/2"



TYPICAL FIRST FLOOR PLAN - BUILDINGS "A", "B", "C" & "D"
SCALE - 1/8" = 1 FOOT



TYPICAL SECOND FLOOR PLAN - BUILDINGS "A", "B", "C" & "D"
SCALE - 1/8" = 1 FOOT

NOTE - ALL EXTERNAL WALLS ARE 8" UNLESS NOTED OTHERWISE.

HANSEN & ASSOCIATES
ENGINEERING & SURVEYING SARASOTA, FLORIDA