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THIS INSTRUMENT PREPARED BY/RETURN TO:  
 ROBERT E. MESSICK, ESQ.  
 ICARD, MERRILL, CULLIS, TIMM,  
 FUREN & GINSBURG, P.A.  
 2033 MAIN STREET, SUITE 600  
 SARASOTA, FLORIDA 34237

DECLARATION OF CONDOMINIUM

OF

PLAZA DE FLORES, a Condominium

Plaza De Flores Development Corporation, a Florida Corporation (hereinafter called the "Developer") does hereby declare as follows:

1. INTRODUCTION AND SUBMISSION.

- 1.1 The Land. The Developer owns the fee simple title to certain land located in Sarasota County, Florida, which comprises a portion of that certain property legally described as Parcel Q-B, Parcel Q-INCREMENT 5, as per plat thereof recorded in Plat Book 34, Page 26, Public Records of Sarasota County, Florida, specifically the property more particularly described in Exhibit "A" attached hereto (the "Land") which is referenced herein as Phase 1.
- 1.2 Submission Statement. The Developer hereby submits the Land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, to the condominium form of ownership and use in the manner provided herein and in the Florida Condominium Act as it exists on the date hereof.
- 1.3 Name. The name by which this condominium is to be identified is PLAZA DE FLORES, a Condominium (hereinafter called the "Condominium").

2. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of PLAZA DE FLORES CONDOMINIUM ASSOCIATION, INC., shall be defined in accordance with the provisions of the Condominium Act, and as follows, unless the context otherwise requires:

- 2.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.
- 2.2 "Adjacent Property" means Parcel Q-A located immediately west to and adjoining the Condominium Property and currently owned and being developed

by Epoch Properties, Inc., contemporaneous with the development of the Condominium Property by Developer.

- 2.3 "Articles" mean the Articles of Incorporation of the Association.
- 2.4 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.
- 2.5 "Association" means PLAZA DE FLORES OWNERS ASSOCIATION, INC., a not for profit Florida corporation, the entity responsible for the operation of the Condominium.
- 2.6 "Association Property" includes that property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members.
- 2.7 "Building" means the structures on the Condominium Property in which the Units are located, regardless of the number of such structures.
- 2.8 Bylaws mean the Bylaws of the Association.
- 2.9 "Common Elements" mean and include:
- (a) The portions of the Condominium Property which are not included within the Units.
  - (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.
  - (c) An easement of support in every portion of a Unit which contributes to the support of the Building.
  - (d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
  - (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration.
- 2.10 "Common Expenses" mean the expenses for the operation, maintenance, repair, or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expense designated as Common Expense by the Act, the Declaration, the documents creating the condominium, or the Bylaws. Common Expenses shall also mean any proportionate share of assessments due and payable by Unit Owners of the Condominium pursuant to the Master Declaration and/or as determined and assessed by the Palmer Ranch Association.
- 2.11 "Common Surplus" means the amount of all receipts of the Association collected on behalf of the Condominium, including, but not limited to,

assessments, rents, profits and revenues on account of the Common Elements, in excess of the amount of Common Expenses.

- 2.12 "Condominium" means PLAZA DE FLORES, a Condominium, which is formed pursuant to this Declaration.
- 2.13 "Condominium Act" shall mean Florida Statutes Chapter 718, Section 101, et. seq.
- 2.14 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.15 "Condominium Property" means the Land and personal property that is subjected to (condominium ownership under this Declaration, all Improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium, including, without limitation, the easements, rights, and obligations, as set forth and as specified in the Shared Use Facility Agreement.
- 2.16 "Condominium Unit" or "Unit" means Unit as defined by the Condominium Act.
- 2.17 "County" means County of Sarasota, State of Florida.
- 2.18 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 2.19 "Developer" means PLAZA DE FLORES LTD., a Florida Limited Partnership, its successors and assigns.
- 2.20 "IDO" shall mean the Incremental Development Order for that portion of the Palmer Ranch Development within which the Condominium Property is located.
- 2.21 "Improvements" mean all structures, or any portion thereof, and artificial changes to the natural environment (exclusive of landscaping), located on the Condominium Property, including, but not limited to, the Buildings.
- 2.22 "Institutional First Mortgagee" means a bank, savings and loan association, federal savings bank, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, or any other lender generally recognized as an institutional-type lender, or the Developer, holding a first mortgage on a Unit or Units.
- 2.23 "Limited Common Elements" mean those Common Elements, the use of which are reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. Reference herein to Common Elements shall also include all Limited Common Elements unless the context would prohibit, or it is otherwise expressly provided.

- 2.24 "Master Association" shall mean the Palmer Ranch Master Property Owners Association, Inc.
- 2.25 "Master Declaration" shall mean the Declaration for Protective Covenants, Conditions, and Restrictions for Palmer Ranch dated October 22, 1986, by Hugh F. Culverhouse and Golden Eagle Service Corporation, a Florida Corporation, d/b/a Palmer Venture, and joined in by Palmer Ranch Master Property Owners Association, Inc. (the "Master Association") as recorded of public record in Official Records Book 1894, Page 2467, et. seq., of the Public Records of Sarasota County, Florida.
- 2.26 "MDO" shall mean the Master Development Order for Palmer Ranch adopted 1984 and restated in 1994.
- 2.27 "MSTU" shall mean the Municipal Services Taxing Unit Ordinance as adopted by Sarasota County, calendar year 1983, as subsequently amended hereafter.
- 2.28 "Palmer Ranch" shall mean the planned use development located in Sarasota County, Florida, of which the Condominium Property is a part, as more particularly described in Article 6 of this Declaration.
- 2.29 "Parcel Q-A" or "Adjacent Property" shall mean the property lying immediately west and adjacent to the Condominium Property, as more specifically described and as defined in and subject to the terms and provisions of the Shared Use Facility Agreement.
- 2.30 "Parcel Q-B" shall mean the Condominium Property.
- 2.31 "Sale and Purchase Agreement" shall mean the written agreements of sale and purchase for each Condominium Unit entered into between a prospective purchaser and the Developer.
- 2.32 "Shared Use Facility Agreement" shall mean that certain Agreement dated September 21, 1995, by and among Palmer Ranch Enterprises, Inc., a Florida Corporation, Wealth Development Corporation U.S., Inc., a Florida Corporation, and CDV of Florida, Inc., a Florida Corporation, as amended to assign the rights and interests thereunder of CDV to Palmer Ranch, which Agreement encumbers, benefits, and obligates the respective owners of the Condominium Property (Parcel Q-B) and the Adjacent Property (Parcel Q-A).
- 2.33 "Special Assessment" means any assessment levied against the Unit Owner other than the assessment required by a budget adopted annually.
- 2.34 "Unit Owner" or "Owner of a Unit" or "Owner" means the owner of a condominium parcel.

3. Description of Condominium.

- 3.1 Phase Condominium: This Condominium will be developed in fifteen (15) phases upon the land described in Exhibit "B" to this Declaration.

If all phases are developed and submitted to Condominium Ownership pursuant to this Declaration, there will be a maximum of two hundred (200) condominium Units in PLAZA DE FLORES, a Condominium. With the exception of Phase 1, which will include no more or no less than one residential building and one recreational facilities building, together with heated pool, spa, and deck area, each phase of this Condominium shall contain no more or no less than one residential building. No other buildings are proposed in this Condominium other than two wood construction gazebos overlooking the shared lake and the central lake which are both to be located within Phase 1.

The Developer estimates that the construction, furnishing, and equipping of all phases of the Condominium (including, as described above, the proposed recreational facilities to be included within Phase 1) will be substantially completed on or before the Estimated Completion Date referenced hereinbelow, but in no event later than two (2) years from the time of each Unit Owner's Sale and Purchase Agreement executed with respect to their Unit. Estimated Completion Date: March 31, 2000. In no event will the time period to complete all phases of the Project exceed seven (7) years from the recording of the Declaration of Condominium. Developer's rights to add additional phases to the Condominium will expire seven (7) years after the date of recording of public record this Declaration of Condominium.

The Developer agrees that it will use its best efforts to substantially complete construction by the Estimated Completion Date specified hereinabove; however, completion by that date is not guaranteed. The Developer shall not be liable for any damages suffered by a purchaser or inconveniences caused to purchaser because of the failure of Developer to complete the construction of the Condominium by the Estimated Completion Date, regardless of the cause for delay.

A meets and bounds survey description of the land which may become a part of each phase subsequent to Phase 1 of the Condominium (i.e. Phases 2 through 15) and the approximate location of all Buildings and improvements within each subsequent phase is set forth and described on the Condominium Plat, Survey, Plot Plan, and Floor Plan attached as Exhibit "B" to this Declaration.

### **Phase 1**

Phase 1 includes the recreational facilities, and the two lake areas depicted as Common Elements on Exhibit "B" to this Declaration (Condominium Plat, Survey, Plot Plan, and Floor Plan). A meets and bounds legal description of the property comprising Phase 1 is attached as Exhibit "A" to this Declaration of Condominium. The legal description of all proposed, subsequent phases to be added to the Condominium are described and depicted on Exhibit "B", Condominium Plat, Survey, Plot Plan, and Floor Plan). All of the recreational facilities, the lake areas, and the two gazebos will be completed as a part of Phase 1.

Phase 1 shall also include the access easement and entranceway to the Plaza De Flores Condominium, as more particularly depicted and set forth in Exhibit "B" attached hereto.

Phase 1 shall consist of not more or not less than one two-story Building No. 1 which will contain no more and no less than 14 Units and appurtenant parking. Building No. 1 will have 7 individual condominium Units per floor. Table 1 below contains a description of each type of Unit in Phase 1 and specifies the minimum and maximum square footage of the Units contained in Phase 1:

**TABLE 1**

Unit No.	Unit Type	General Location	No. of Bedrooms (including Dens) and Bathrooms	Approx. Size A/C Area	Approx. Size Balcony Areas	Min/Max Sq. Ft. of Unit
111	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
112	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
113	Oleander	1st Floor	2BR/2BA	957	111	1,068
114	Bougainvillea	1st Floor	2BR/2BA	1,008	216	1,227
115	Oleander	1st Floor	2BR/2BA	957	111	1,068
116	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
117	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
121	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424
122	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
123	Oleander	2nd Floor	2BR/2BA	957	111	1,068
124	Bougainvillea	2nd Floor	2BR/2BA	1,008	216	1,227
125	Oleander	2nd Floor	2BR/2BA	957	111	1,068
126	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
127	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424

**Phase 2**

Phase 2 shall consist of not more or not less than one two-story Building No. 2 which shall contain not more and not less than 12 Units and appurtenant parking. The Phase 2 building will have 6 individual condominium Units per floor. Table 2 below contains a description of each type of Unit in Phase 2 and specifies the minimum and maximum square footage of the Units contained in Phase 2:

**TABLE 2**

Unit No.	Unit Type	General Location	No. of Bedrooms (including Dens) and Bathrooms	Approx. Size A/C Area	Approx. Size Balcony Areas	Min/Max Sq. Ft. of Unit
211	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
212	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
213	Oleander	1st Floor	2BR/2BA	957	111	1,068
214	Oleander	1st Floor	2BR/2BA	957	111	1,068
215	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
216	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
221	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
222	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
223	Oleander	2nd Floor	2BR/2BA	957	111	1,068
224	Oleander	2nd Floor	2BR/2BA	957	111	1,068
225	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
226	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365

**Phase 3**

Phase 3 shall consist of not more or not less than one two-story Building No. 3 which shall contain not more and not less than 14 Units and appurtenant parking. The Phase 3 building will have 7 individual condominium Units per floor. Table 3 below contains a description of each type of Unit in Phase 3 and specifies the minimum and maximum square footage of the Units contained in Phase 3:

**TABLE 3**

Unit No.	Unit Type	General Location	No. of Bedrooms (including Dens) and Bathrooms	Approx. Size A/C Area	Approx. Size Balcony Areas	Min/Max Sq. Ft. of Unit
311	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
312	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
313	Oleander	1st Floor	2BR/2BA	957	111	1,068

314	Bougainvillea	1st Floor	2BR/2BA	1,008	216	1,227
315	Oleander	1st Floor	2BR/2BA	957	111	1,068
316	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
317	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
321	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424
322	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
323	Oleander	2nd Floor	2BR/2BA	957	111	1,068
324	Bougainvillea	2nd Floor	2BR/2BA	1,008	216	1,227
325	Oleander	2nd Floor	2BR/2BA	957	111	1,068
326	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
327	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424

**Phase 4** Phase 4 shall consist of not more or not less than one two-story Building No. 4 which shall contain not more and not less than 12 Units and appurtenant parking. The Phase 4 building will have 6 individual condominium Units per floor. Table 4 below contains a description of each type of Unit in Phase 4 and specifies the minimum and maximum square footage of the Units contained in Phase 4:

**TABLE 4**

Unit No.	Unit Type	General Location	No. of Bedrooms (including Dens) and Bathrooms	Approx. Size A/C Area	Approx. Size Balcony Areas	Min/Max Sq. Ft. of Unit
411	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
412	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
413	Oleander	1st Floor	2BR/2BA	957	111	1,068
414	Oleander	1st Floor	2BR/2BA	957	111	1,068
415	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
416	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
417	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
421	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
422	Oleander	2nd Floor	2BR/2BA	957	111	1,068
423	Oleander	2nd Floor	2BR/2BA	957	111	1,068
424	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
425	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365

**Phase 5** Phase 5 shall consist of not more or not less than one two-story Building No. 5 which shall contain not more and not less than 14 Units and appurtenant parking. The Phase 5 building will have 7 individual condominium Units per floor. Table 5 below contains a description of each type of Unit in Phase 5 and specifies the minimum and maximum square footage of the Units contained in Phase 5:

**TABLE 5**

Unit No.	Unit Type	General Location	No. of Bedrooms (including Dens) and Bathrooms	Approx. Size A/C Area	Approx. Size Balcony Areas	Min/Max Sq. Ft. of Unit
511	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
512	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
513	Oleander	1st Floor	2BR/2BA	957	111	1,068
514	Bougainvillea	1st Floor	2BR/2BA	1,008	216	1,227
515	Oleander	1st Floor	2BR/2BA	957	111	1,068
516	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
517	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
521	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424
522	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
523	Oleander	2nd Floor	2BR/2BA	957	111	1,068
524	Bougainvillea	2nd Floor	2BR/2BA	1,008	216	1,227
525	Oleander	2nd Floor	2BR/2BA	957	111	1,068
526	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
527	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424

**Phase 6** Phase 6 shall consist of not more or not less than one two-story Building No. 6 which shall contain not more and not less than 14 Units and appurtenant parking. The Phase 6 building will have 7 individual condominium Units per floor. Table 6 below contains a description of each type of Unit in Phase 6 and specifies the minimum and maximum square footage of the Units contained in Phase 6:

**TABLE 6**

Unit No.	Unit Type	General Location	No. of Bedrooms (including Dens) and Bathrooms	Approx. Size A/C Area	Approx. Size Balcony Areas	Min/Max Sq. Ft. of Unit
611	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
612	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
613	Oleander	1st Floor	2BR/2BA	957	111	1,068
614	Bougainvillea	1st Floor	2BR/2BA	1,008	216	1,227
615	Oleander	1st Floor	2BR/2BA	957	111	1,068
616	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
617	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
621	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424
622	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
623	Oleander	2nd Floor	2BR/2BA	957	111	1,068
624	Bougainvillea	2nd Floor	2BR/2BA	1,008	216	1,227
625	Oleander	2nd Floor	2BR/2BA	957	111	1,068
626	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
627	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424

**Phase 7**

Phase 7 shall consist of not more or not less than one two-story Building No. 7 which shall contain not more and not less than 12 Units and appurtenant parking. The Phase 7 building will have 6 individual condominium Units per floor. Table 7 below contains a description of each type of Unit in Phase 7 and specifies the minimum and maximum square footage of the Units contained in Phase 7:

**TABLE 7**

Unit No.	Unit Type	General Location	No. of Bedrooms (including Dens) and Bathrooms	Approx. Size A/C Area	Approx. Size Balcony Areas	Min/Max Sq. Ft. of Unit
711	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
712	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
713	Oleander	1st Floor	2BR/2BA	957	111	1,068
714	Oleander	1st Floor	2BR/2BA	957	111	1,068
715	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
716	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
717	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
721	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
722	Oleander	2nd Floor	2BR/2BA	957	111	1,068
723	Oleander	2nd Floor	2BR/2BA	957	111	1,068
724	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
725	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365

**Phase 8**

Phase 8 shall consist of not more or not less than one two-story Building No. 8 which shall contain not more and not less than 14 Units and appurtenant parking. The Phase 8 building will have 7 individual condominium Units per floor. Table 8 below contains a description of each type of Unit in Phase 8 and specifies the minimum and maximum square footage of the Units contained in Phase 8:

**TABLE 8**

Unit No.	Unit Type	General Location	No. of Bedrooms (including Dens) and Bathrooms	Min/Max Approx. Size A/C Area	Approx. Size Balcony Areas	Sq. Ft. of Unit
811	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
812	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
813	Oleander	1st Floor	2BR/2BA	957	111	1,068
814	Bougainvillea	1st Floor	2BR/2BA	1,008	216	1,227
815	Oleander	1st Floor	2BR/2BA	957	111	1,068
816	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
817	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
821	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424
822	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
823	Oleander	2nd Floor	2BR/2BA	957	111	1,068
824	Bougainvillea	2nd Floor	2BR/2BA	1,008	216	1,227
825	Oleander	2nd Floor	2BR/2BA	957	111	1,068
826	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
827	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424

**Phase 9**

Phase 9 shall consist of not more or not less than one two-story Building No. 9 which shall contain not more and not less than 14 Units and appurtenant parking. The Phase 9 building will have 7 individual condominium Units per floor. Table 9 below contains a description of each type of Unit in Phase 9 and specifies the minimum and maximum square footage of the Units contained in Phase 9:

**TABLE 9**

Unit No.	Unit Type	General Location	No. of Bedrooms (including Dens) and Bathrooms	Approx. Size A/C Area	Approx. Size Balcony Areas	Min/Max Sq. Ft. of Unit
911	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
912	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
913	Oleander	1st Floor	2BR/2BA	957	111	1,068
914	Bougainvillea	1st Floor	2BR/2BA	1,008	216	1,227
915	Oleander	1st Floor	2BR/2BA	957	111	1,068
916	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
917	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
921	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424
922	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
923	Oleander	2nd Floor	2BR/2BA	957	111	1,068
924	Bougainvillea	2nd Floor	2BR/2BA	1,008	216	1,227
925	Oleander	2nd Floor	2BR/2BA	957	111	1,068
926	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
927	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424

**Phase 10**

Phase 10 shall consist of not more or not less than one two-story Building No. 10 which shall contain not more and not less than 14 Units and appurtenant parking. The Phase 10 building will have 7 individual condominium Units per floor. Table 10 below contains a description of each type of Unit in Phase 10 and specifies the minimum and maximum square footage of the Units contained in Phase 10:

**TABLE 10**

Unit No.	Unit Type	General Location	No. of Bedrooms (including Dens) and Bathrooms	Approx. Size A/C Area	Approx. Size Balcony Areas	Min/Max Sq. Ft. of Unit
1011	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
1012	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1013	Oleander	1st Floor	2BR/2BA	957	111	1,068
1014	Bougainvillea	1st Floor	2BR/2BA	1,008	216	1,227
1015	Oleander	1st Floor	2BR/2BA	957	111	1,068
1016	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1017	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
1021	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424
1022	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
1023	Oleander	2nd Floor	2BR/2BA	957	111	1,068
1024	Bougainvillea	2nd Floor	2BR/2BA	1,008	216	1,227
1025	Oleander	2nd Floor	2BR/2BA	957	111	1,068
1026	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
1027	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424

**Phase 11**

Phase 11 shall consist of not more or not less than one two-story Building No. 11 which shall contain not more and not less than 12 Units and appurtenant parking. The Phase 11 building will have 6 individual condominium Units per floor. Table 11 below contains a description of each type of Unit in Phase 11 and specifies the minimum and maximum square footage of the Units contained in Phase 11:

**TABLE 11**

Unit No.	Unit Type	General Location	No. of Bedrooms (including Dens) and Bathrooms	Approx. Size A/C Area	Approx. Size Balcony Areas	Min/Max Sq. Ft. of Unit
1111	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1112	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1113	Oleander	1st Floor	2BR/2BA	957	111	1,068
1114	Oleander	1st Floor	2BR/2BA	957	111	1,068
1115	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1116	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1117	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1121	Hibiscus	2nd Floor	2BR/2BA	957	111	1,068
1122	Oleander	2nd Floor	2BR/2BA	957	111	1,068
1123	Oleander	2nd Floor	2BR/2BA	1,147	218	1,365
1124	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
1125	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365

**Phase 12**

Phase 12 shall consist of not more or not less than one two-story Building No. 12 which shall contain not more and not less than 14 Units and appurtenant parking. The Phase 12 building will have 7 individual condominium Units per floor. Table 12 below contains a description of each type of Unit in Phase 12 and specifies the minimum and maximum square footage of the Units contained in Phase 12:

**TABLE 12**

Unit No.	Unit Type	General Location	No. of Bedrooms (including Dens) and Bathrooms	Approx. Size A/C Area	Approx. Size Balcony Areas	Min/Max Sq. Ft. of Unit
1211	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
1212	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1213	Oleander	1st Floor	2BR/2BA	957	111	1,068
1214	Bougainvillea	1st Floor	2BR/2BA	1,008	216	1,227
1215	Oleander	1st Floor	2BR/2BA	957	111	1,068
1216	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1217	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
1221	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424
1222	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
1223	Oleander	2nd Floor	2BR/2BA	957	111	1,068
1224	Bougainvillea	2nd Floor	2BR/2BA	1,008	216	1,227
1225	Oleander	2nd Floor	2BR/2BA	957	111	1,068
1226	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
1227	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424

**Phase 13**

Phase 13 shall consist of not more or not less than one two-story Building No. 13 which shall contain not more and not less than 12 Units and appurtenant parking. The Phase 13 building will have 6 individual condominium Units per floor. Table 13 below contains a description of each type of Unit in Phase 13 and specifies the minimum and maximum square footage of the Units contained in Phase 13:

**TABLE 13**

Unit No.	Unit Type	General Location	No. of Bedrooms (including Dens) and Bathrooms	Approx. Size A/C Area	Approx. Size Balcony Areas	Min/Max Sq. Ft. of Unit
1311	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1312	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1313	Oleander	1st Floor	2BR/2BA	957	111	1,068
1314	Oleander	1st Floor	2BR/2BA	957	111	1,068
1315	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1316	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1317	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1321	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
1322	Oleander	2nd Floor	2BR/2BA	957	111	1,068
1323	Oleander	2nd Floor	2BR/2BA	957	111	1,068
1324	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
1325	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365

**Phase 14**

Phase 14 shall consist of not more or not less than one two-story Building No. 14 which shall contain not more and not less than 14 Units and appurtenant parking. The Phase 14 building will have 7 individual condominium Units per floor. Table 14 below contains a description of each type of Unit in Phase 14 and specifies the minimum and maximum square footage of the Units contained in Phase 14:

**TABLE 14**

Unit No.	Unit Type	General Location	No. of Bedrooms (including Dens) and Bathrooms	Approx. Size A/C Area	Approx. Size Balcony Areas	Min/Max Sq. Ft. of Unit
1411	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
1412	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1413	Oleander	1st Floor	2BR/2BA	957	111	1,068
1414	Bougainvillea	1st Floor	2BR/2BA	1,008	216	1,227
1415	Oleander	1st Floor	2BR/2BA	957	111	1,068
1416	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1417	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
1421	Gardenia	2nd Floor	2BR/2BA	1,147	218	1,365
1422	Hibiscus	2nd Floor	2BR/2BA	957	111	1,068
1423	Oleander	2nd Floor	2BR/2BA	1,008	216	1,227
1424	Bougainvillea	2nd Floor	2BR/2BA	957	111	1,068
1425	Oleander	2nd Floor	2BR/2BA	1,147	218	1,365
1426	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
1427	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424

**Phase 15**

Phase 15 shall consist of not more or not less than one two-story Building No. 15 which shall contain not more and not less than 14 Units and appurtenant parking. The Phase 15 building will have 7 individual condominium Units per floor. Table 15 below contains a description of each type of Unit in Phase 15 and specifies the minimum and maximum square footage of the Units contained in Phase 15:

**TABLE 15**

Unit No.	Unit Type	General Location	No. of Bedrooms (including Dens) and Bathrooms	Approx. Size A/C Area	Approx. Size Balcony Areas	Min/Max Sq. Ft. of Unit
1511	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
1512	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1513	Oleander	1st Floor	2BR/2BA	957	111	1,068
1514	Bougainvillea	1st Floor	2BR/2BA	1,008	216	1,227
1515	Oleander	1st Floor	2BR/2BA	957	111	1,068
1516	Hibiscus	1st Floor	2BR/2BA	1,147	218	1,365
1517	Magnolia	1st Floor	3BR/2BA	1,319	304	1,623
1521	Gardenia	2nd Floor	2BR/2BA	1,147	218	1,365
1522	Hibiscus	2nd Floor	2BR/2BA	957	111	1,068
1523	Oleander	2nd Floor	2BR/2BA	1,008	216	1,227
1524	Bougainvillea	2nd Floor	2BR/2BA	957	111	1,068
1525	Oleander	2nd Floor	2BR/2BA	1,147	218	1,365
1526	Hibiscus	2nd Floor	2BR/2BA	1,147	218	1,365
1527	Gardenia	2nd Floor	2BR/2BA	1,191	233	1,424

The Developer does not intend to modify the size of any Unit or the number of bedrooms or bathrooms in any Unit.

The buildings and the Units which are contemplated to be added to the Condominium in subsequent phases will not be substantially different from the residential Buildings and Units which are within the first phase of this Condominium.

The Developer anticipates that each phase will be submitted to condominium sequentially in numerical order beginning with Phase 1 pursuant to an amendment of this Declaration. The Developer, however, reserves the right to

alter the order and the numbering of subsequent phases which are submitted to condominium with the exception of Phase 1, which will be the first phase submitted.

In the event the Developer decides not to add one or more additional phases, the Developer shall notify all existing Unit Owners of its decision by first class mail addressed to the owner's Unit or last known address of all Unit Owners.

- 3.2 Identification of Units: The Land which is hereby submitted to Condominium Ownership has constructed thereon or will have constructed thereon one residential building containing fourteen (14) Units. Such Units, as constructed or to be constructed in the initial phase of this Condominium are identified by Unit number designation as set forth in the table for Phase 1 hereinabove.

This Declaration, together with Exhibit "B" is sufficient in detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. There shall pass with each Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus as more particularly described and in accordance with the formula contained in Article 5 of this Declaration; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; and (c) other appurtenances as may be provided in this Declaration.

- 3.3 Unit Boundaries: See the Unit description set forth in Exhibit "B" attached hereto.

- 3.4 Limited Common Elements. The Limited Common Elements, the use of which shall be limited to those Unit Owners to whom such use is assigned by means of the Declaration, Amendments thereto, assignments executed by the Developer, or by the Association, include:

- (a) Parking Spaces. All parking spaces shall be common elements. Nothing herein shall be interpreted so as to prohibit the Developer from assigning one or more parking spaces (either covered or uncovered) as an appurtenance to a Unit. It is expressly acknowledged that the Developer may make a charge or increase in the purchase price of a Unit in consideration of designating more than one (1) covered parking space as a Limited Common Element appurtenant to the Unit.

The Association shall not thereafter reassign or change said parking space without the Unit Owner's written consent. Provided further, said Unit Owner shall not transfer or assign use of the said parking space(s) except in connection with the sale of the Unit or with the consent of the Association. A conveyance of the Unit shall also transfer, as an appurtenance to said Unit, the designated parking space(s), without necessity of reference to or description of the parking space. Designation of a parking space or spaces may be made in the deed of conveyance, or by the condominium plat attached as Exhibit "B", or by separate written assignment.

Except for parking spaces assigned by Developer to specific Units as hereinafter provided, all parking spaces shall be Common Elements. Use and regulation of the parking lot shall be determined by the Board of Directors (of the Association under uniform and nondiscriminatory regulations adopted from time to time.

- (b) Other Limited Common Elements: Any other areas designated as Limited Common Elements ("LCE") shall be as depicted on Exhibit "B", including, without limitation, all air conditioning, heating, and ventilating equipment located outside an individual Unit, and terraces (lanais) as depicted on the floor plans of each Unit included within Exhibit "B", Pages 25A through 25E, and the doors, windows, and entryways to each Unit.

3.5 Easements:

- (a) Support: Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.
- (b) Utility and Other Services; Drainage. Developer hereby reserves for and on behalf of itself, its successors or assigns, perpetual easements for the installation, construction, repair, maintenance and replacement of private and public utility lines and services and drainage ditches, pipes, catch basins and other facilities of all kinds over and through the surface of the Condominium Property which are not occupied by Buildings or other structures. Utility and drainage easements may be granted by the Developer to any public or private utilities or governmental agencies as may be necessary or desirable to provide utility and drainage services to the Condominium Property. All public and private utility companies and governmental agencies rendering utility or drainage services to this Condominium shall have a perpetual non-exclusive easement over and through all of the common land areas of the Condominium Property for the purpose of construction, installation, maintenance, repair and replacement of the utilities and drainage systems servicing this condominium and as to the utility companies, for the purpose of reading meters in connection with utility services. In the event it is necessary to disturb the surface of the land for such purposes, the roadways, grass, landscaping and other improvements which are disturbed shall be restored by the utility company as soon as practicable to their prior condition as nearly as possible.

A non-exclusive easement for ingress, egress, drainage, and utility purposes over and across that portion of the Condominium Property has been specifically reserved per the Condominium Plat attached hereto as Exhibit "B" to the Declaration of Condominium. (See Page 7 of the Condominium Plat.)

A drainage easement for the installation, operation, and maintenance of an underground drainage pipe with above-ground controls, structures, over, under, and across a portion of the Condominium has been reserved pursuant to the Condominium Plat attached as Exhibit "B" this Declaration of Condominium. (See Page 8 of the Condominium Plat.)

A sanitary sewer easement for the installation, operation, and maintenance of a lift station and forced main facilities over those portions of the Condominium Property and the immediately Adjacent Property (Parcel Q-B) has been reserved in the Condominium Plat attached as Exhibit "B" to this Declaration of Condominium. (See Page 9 of the Condominium Plat.)

- (c) Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

An encroaching easement for the installation and maintenance of a pool deck and gazebo on pilings over a proposed lake common to the Condominium Property and the Adjacent Property (Parcel Q-A) has been reserved in the Condominium Plat attached as Exhibit "B" to this Declaration of Condominium. (See Page 8 of the Condominium Plat.)

- (d) Ingress and Egress. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the Unit Owners, developer, and all those claiming by, through or under the Unit Owners.

An access easement for ingress and egress purposes over the Condominium Property and the Adjacent Property (Parcel Q-A), being 60 feet in width, has been reserved and described in the Condominium Plat attached as Exhibit "B" to this Declaration of Condominium. (See Page 8 of the Condominium Plat.)

- (e) Construction; Maintenance. The Developer (including its designees, agents, contractors, successors and assigns) shall have the right, in its and their sole discretion from time to time, to enter the Condominium and take all other action necessary or convenient for the purpose of completing the construction thereof, or any improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes where the Association fails to do so, or for any other purpose, provided such activity does not prevent or unreasonably interfere, in the opinion of the Developer, with the use or enjoyment by the Unit Owners of the Condominium.

An easement for the construction and maintenance of a lake common to the Condominium Property and the Adjacent Property (Parcel Q-A) has been reserved in the Condominium Plat attached as Exhibit "B" to this Declaration of Condominium. (See Page 9 of the Condominium Plat.)

- (f) Sales Activity. For as long as there are any unsold Units, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements or Limited Common Elements for

sales offices, to show Units and the Common Elements to prospective purchasers and tenants of Units, to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease and for any other similar purpose the Developer deems appropriate in its opinion.

- (g) Additional Easements. The Developer (so long as it owns any Units) and the Association, on its behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association irrevocably as their attorney-in-fact for this purpose), each shall have the right to grant such additional easements for the placement and maintenance of such additional electric, drainage, gas, cable-television or other utility or service easements and/or areas, or relocate any existing utility or service easements and/or areas or drainage facilities (subject to applicable restrictions), in any portion of the Condominium, and to grant access easements or relocate any existing access easements in any portion of the Condominium, as the developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units.
- (h) Easements for Common Elements Located Within Units. Each Unit Owner shall have an easement in common with the Owners of all other Units to use of all pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units for the use of pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements located in such Unit and serving such other Units.
- (i) Easement for Limited Common Elements Located Outside Units. Each Unit Owner shall have an easement in connection with the owners of all other Units with respect to any air conditioning, heating, and ventilating equipment located outside the owner's Unit for the maintenance, repair, and upkeep of any such air conditioning, heating, and ventilating equipment serving such owner's Unit.
- (j) Easements to the Association. The Association is hereby granted easements over, upon and under the Condominium Property, including specifically into, upon and through the individual Condominium Units and, within such Units, into, upon and through the space contained above, below, between and on each side of the Units, for the maintenance of utility and other services and for the exercise of all other rights and the performance of all other duties granted to the Association in this Declaration.
- (k) Failure of Easement. Should any of the intended easements described in this Declaration 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 such grant of easement or reservation deemed not to be so created shall nevertheless be considered as having been granted and created

directly to or for the benefit of the Association, or to the Developer for the purpose of allowing the original intended party or parties to whom the easement was granted or reserved the benefit of such easement. The Unit Owners designate the Developer and the Association as their lawful attorneys-in-fact to execute any instrument on their behalf as may be hereinafter required or deemed necessary for the purpose of creating such easement.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and, except as provided herein, the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom, shall pass with the title to the Unit, whether or not separately described, and cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. Ownership of Common Elements and Common Surplus and Share of Common Expenses.

5.1 Percentage of Ownership and Shares. There are a maximum of two hundred (200) Condominium Units in this Condominium. Accordingly, if all phases of this Condominium are submitted to condominium ownership, the undivided share in the Common Elements and Common Surplus appurtenant to each Unit shall be an equal, fractional share with respect to each such Unit or 1/200th (0.5000%).

Until such time as either all phases are submitted to condominium ownership or the time period to submit phases to this Condominium has expired, the percentage ownership of one hundred percent (100%) of the Common Elements and one hundred percent (100%) of the Common Surplus and Expenses shall be apportioned on an equal, fractional basis among the total number of Units within the phases which have been submitted to condominium ownership as set forth and as detailed in the table below:

Phase	# of Units	Fractional Ownership per Unit	Total Ownership per Phase
			(# Units x Ownership per Unit)
1	14	1/14	100%
1 through 2	26	1/26	100%
1 through 3	40	1/40	100%
1 through 4	52	1/52	100%
1 through 5	66	1/66	100%
1 through 6	80	1/80	100%

1 through 7	92	1/92	100%
1 through 8	106	1/106	100%
1 through 9	120	1/120	100%
1 through 10	134	1/134	100%
1 through 11	146	1/146	100%
1 through 12	160	1/160	100%
1 through 13	172	1/172	100%
1 through 14	186	1/186	100%
1 through 15	200	1/200	100%

5.2 Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, such share being the same as the undivided share of the Common Elements appurtenant to the Unit.

6. The Master Association.

6.1 Relationship of the Condominium to Palmer Ranch. The Condominium constitutes a portion of the development of regional impact known as Palmer Ranch. Palmer Ranch is a multi-staged master planned community consisting of residential, recreational, commercial, industrial, governmental, and other mixed units. The total property which may ultimately be developed as part of Palmer Ranch is being developed incrementally in accordance with the MDO. Each increment is subject to specific land use classifications according to an IDO adopted by Sarasota County. The property surrounding the Condominium Property is planned to be developed in future increments of Palmer Ranch, subject to the specific land use classifications, all as more fully described in the Master Declaration.

6.2 MDO and IDO. All of Palmer Ranch shall be developed in accordance with the MDO, the obligations of which run with the land constituting Palmer Ranch and the IDO. No portion of Palmer Ranch shall be used for any purpose or in any manner inconsistent with the MDO or the IDO. Any violation of the MDO or the IDO shall be a violation hereof and may be enforced by Sarasota County by action at law or equity.

6.3 The Master Association. The Master Association has been formed to administer the property subject to the Master Declaration in accordance with the terms and provisions thereof. As set forth more fully in the Master Declaration, each Unit Owner within Plaza De Flores, a Condominium, shall be a member of the Master Association and shall be responsible to pay operating expenses of the Master Association and assessments which may be levied by an MSTU, if any. Each Unit Owner in Plaza De Flores, a Condominium, shall exercise their membership rights in the Master Association through their "Community Representative" (as that term is defined in the Master Declaration). The Master

Association is granted certain rights of assessment, entry, delegation, and enforcement, among other rights in the Master Declaration regarding each "Subassociation" (as that term is defined in the Master Declaration). The Association is a Subassociation as defined under the terms and provisions of the Master Declaration. As such, the Master Association may exercise these rights against the Association. The Association shall have the right and may be required to accept assignments or delegations of certain rights and obligations as provided for under the "Master Documents", as defined in the Master Declaration.

- 6.4 Enforcement by the Master Association. In the event that the Association fails to enforce any provisions of the Master Declaration or perform any of its duties and responsibilities pursuant thereto, the Master Association has reserved the right to enforce the terms and provisions of the Master Declaration and to perform such duties and responsibilities, including any and all maintenance provisions, and to obtain the payment and costs of such enforcement and maintenance pursuant to the Master Documents. The Master Association has reserved the right to levy special assessments against Unit Owners and the Association for expenses incurred by them for the Association and shall be entitled to reimbursement of attorney's fees and court costs incurred during the enforcement by them.
- 6.5 Master Association Claim of Lien and Enforcement. Pursuant to Article 7 of the Master Declaration, the Master Association is given certain rights regarding subassociations, including the Condominium Association. Such rights include the right to specially assess Unit Owners in the Condominium for expenses incurred by the Master Association. Such expenses include, without limitation, expenses which may be incurred by the Master Association to enforce the terms and provisions of the Master Declaration with respect to Unit Owners in the Condominium or with respect to the Condominium Association.

Additionally, the Master Association, pursuant to Article 9 of the Master Declaration, is given the right to assess each Unit Owner in the Condominium, as well as the Condominium Association, to pay for the operating expenses of the Master Association. Such assessment may be made by the Master Association to the Condominium Association or directly to each Unit Owner. In the event that any Unit Owner or the Condominium Association shall fail to pay such assessments made by the Master Association, pursuant to the terms of the Master Declaration, the Master Association has certain rights and remedies which are cumulative with respect to the Condominium Association and each Unit Owner, including, without limitation, the right to file of public record a claim of lien for the failure to timely pay such assessments, and thereafter, to file an action in equity to foreclose its lien in the name of the Master Association in a manner similar to the foreclosure of a mortgage on real property.

7. The Condominium Association.

- 7.1 Power and Duties: The Association shall be the entity responsible for the operation of this Condominium. The powers and duties of the Association shall include those set forth in the Articles and Bylaws (respectively, Exhibits "C" and

"D" attached hereto and recorded in the Public Records of Sarasota County simultaneously herewith), as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration.

In the event of conflict, the Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable Rules and Regulations; and the Bylaws shall take precedence over applicable Rules and Regulations; all as amended from time to time.

Amendments to the Articles and Bylaws shall be recorded in the Public Records of Sarasota County, Florida and shall identify, on the first page thereof, the Book and Page of the Public Records where this Declaration is recorded.

- 7.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property.
- 7.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.
- 7.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at any Association meeting, unless the joinder of record owners is specifically required by this Declaration or by law.
- 7.5 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required by this Declaration, the Articles or Bylaws, applicable Rules and Regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.
- 7.6 Voting Interest. Each Unit Owner shall be entitled to one (1) vote to be cast by its owner in accordance with the provisions of the respective Bylaws and Articles of the Association.
- 7.7 Membership Rights. All persons owning a vested present interest in the fee title to any of the Units, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, Florida, shall automatically

be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates.

7.8 Ability to Levy Fines. The Association may levy reasonable fines against a Unit for failure of the Unit Owner or its occupant, licensee, or invitee to comply with any provision of this Declaration, Association Bylaws, or reasonable rules and regulations. No fine shall be a lien against the Unit nor shall any fine be levied except after giving reasonable notice and an opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. This provision does not apply to unoccupied Units.

8. Miscellaneous.

8.1 Time Share. Time share estates as defined in Chapter 721, Florida Statutes, will not be created with respect to Units in this Condominium.

9. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

9.1 Use of Units: General. Each Unit shall be used for residential purposes only except as otherwise herein expressly provided. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons for each bedroom. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. Without limiting the generality of this Section, the provisions of this Section shall not be applicable to Units used by the Developer for model offices, sales and marketing activities, management services or otherwise. There are no restrictions on children in this Condominium.

9.2 Pets. A Unit Owner shall be permitted to maintain in the Unit one (1) dog not exceeding 18 inches at the shoulder in height and/or 35 pounds in weight, and/or one (1) cat and fish and birds, provided that in the event any become a nuisance to the other Unit Owners in the sole opinion of the Board of Directors, such animals shall be removed from the Unit immediately; authorized pets are only allowed on the Common areas when on a leash, accompanied by its owner and then only so long as the pet does not disturb the Common Areas. Non-owners occupying a unit shall not be permitted to maintain any animals within a unit.

9.3 Alterations. No Unit Owner shall cause or allow improvements or changes of any kind to any Limited Common Elements, Common Elements or Units, including, but not limited to, screening any balconies or decks, painting, tenting or other decorations of any nature, installing any electrical wiring, television antenna, machinery or air-conditioning units or in any manner changing the appearance of any portion of the Buildings, without obtaining the prior written consent of the Association.

- 9.4 Use of Common Elements. The Common Elements shall be used only for furnishing the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 9.5 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by residents or occupants.
- 9.6 No Improper Use. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth.
- 9.7 Leases. No Unit Owner may lease less than an entire Unit or lease an entire Unit for a period of less than six (6) months. All lessees shall be subject to the provisions of the Declaration and attached Exhibits and any failure to comply with the terms of such documents shall be a default under the lease.
- 9.8 Exterior Improvements, Landscaping. Notwithstanding anything contained herein to the contrary, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, patios or window of the Buildings (including, but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association.
- 9.9 Effect on Developer; Association. The restrictions and limitations set forth in this Section shall not apply to the Developer or to Units owned by the Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section for good cause shown.
- 9.10 Increased Insurance Premium. No owner, tenant, or other occupant shall permit or suffer anything to be done or kept in his condominium Unit or in the Common Elements which will increase insurance rates on any Unit or on the common property.
- 9.11 Compliance. No owner, tenant or other occupant shall fail to conform to and abide by the Bylaws and the uniform rules and regulations in regard to the use of the Units and the Common Elements which may be adopted from time to time by the Association, or fail to allow the Association or its designated agent, to enter the Unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the Bylaws and regulations of the Association.

- 9.12 Master Association; Land Use Restrictions. Property within Palmer Ranch, including the Condominium Property, are subject to the restrictions pursuant to Article VI of the Master Declaration concerning mining, drilling, dredging, alteration of drainage, intrusion into wetlands and lakes, protection of wildlife and archeological and historical sites, antennas, aerials, disks, and flagpoles, energy conservation, litter, radio equipment, casualty destruction to structures, animals, garbage containers, oil and gas tanks, air conditioners, solar collectors and pool equipment, maintenance, temporary structures, nuisances, vehicle maintenance and repairs, approval of specifications and location of structures in subdivision and regulations of land.
- 9.13 Proviso. Provided, however, notwithstanding anything to the contrary contained herein, until Developer has closed the sale of all of the Condominium Units of the Condominium, neither the Unit Owners nor the Association, shall interfere with the sale of the Condominium Units. Developer may make such use of the unsold Units, Common Elements and common areas.
- 9.14 Provided Further. Notwithstanding anything to the contrary contained herein, no change shall be made to any of the above restrictions without prior approval by not less than sixty-six and two-thirds percent (66 and 2/3%) of all voting rights of all Unit Owners and the written consent of Developer if Developer owns a Condominium Unit.
10. Maintenance, Repair and Replacement. Responsibility for the maintenance, repair and replacement of Common Elements, Limited Common Elements, or Units shall be as follows:
- 10.1 By the Association.
- (a) Common Expense; Common Elements. The Association shall maintain, repair and replace as part of the Common Expense all of the Common Elements, including but not limited to the exterior walls, exterior doors, roofs, foundations and slabs of the Unit buildings, except those portions of the Common Elements which are to be maintained, repaired and replaced by the Unit Owners as provided hereinafter. The Association shall have the irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the Common Elements or to another Unit. Damages caused to a Unit or its contents due to known and unknown defects in the Common Elements, or resulting from casualty loss, or due to water, heat, steam, smoke or other intrusion into the Unit from or through the Common Elements or another Unit shall be repaired, replaced (or compensated for by the Association as part of the Common Expense, except to the extent such damage is covered by insurance maintained by the Unit Owner. The Unit Owner's insurer shall not have a right of subrogation for such damages against the Association. The exterior surfaces of all Improvements, which are not located in a Unit (and other than Limited

Common Elements as defined herein), including the walls in exterior entranceways and walkways shall be maintained by the Association.

- (b) Surface Water Management System; Preservation and Conservation/Open Space Areas. The Association shall be responsible for the operation, maintenance, and regulatory compliance of the surface water management system and all drainage, preservation, and conservation/open space areas in accordance with the rules, regulations, and permitting requirements set forth by Sarasota County and other permitting agencies, including the Southwest Florida Water Management District, the Florida Department of Environmental Protection, and the U.S. Army Corps of Engineers. All such areas shall be defined, identified, and described as such on the condominium plat for the Condominium, as filed of public record. Management of all such areas shall be consistent with the Resource Management Plan contained in the IDO. Use restrictions regarding the preservation and conservation/open space areas are specifically identified in the MDO, as amended by Sarasota County Resolution No. 91-170. No Unit Owner in the Condominium shall (1) undertake or perform any activity in preserved wetlands, upland buffers to wetlands, archeological sites, and wetland compensation areas within the preservation and conservation/open space areas described in all approved permits and condominium plats, or (2) remove native, non-nuisance vegetation which becomes established within the wet detention ponds, without prior written approval by Sarasota County and the applicable permitting agencies. Prohibited activities within such areas include removal of native vegetation (by dredging, application of herbicide, or cutting), excavation, placement, or dumping of soil, trash, land clearing, or landscaping debris, and construction or maintenance of any building, residence, or structure. It is the responsibility of the Association and all Unit Owners to comply with the construction plans for surface water management systems approved by the applicable permitting agencies.
- (c) Shared Use Facility Agreement. The Association shall maintain and/or perform and/or enforce each of the duties, obligations, rights, and responsibilities under the terms of the Shared Use Facility Agreement, as amended, including, without limitation, those with respect to the "Sewer Facilities", the "Entry Drive", and the "Common Lake", as well as the "Drainage Pipe and Outfall", and the "Emergency Access Easement", all as defined under the terms and provisions of the Shared Use Facility Agreement, inclusive. The Association shall maintain all easements and rights granted thereunder and shall pay all expenses incurred in connection therewith.
- 10.2 By the Unit Owners. Each Unit Owner shall maintain, repair and replace everything within the confines of his Unit which is not part of the Common Elements or Limited Common Elements, (except as otherwise provided herein) including but not limited to:

- (a) Paint, finish, covering, wallpaper and decoration of all walls, floors and ceilings;
- (b) All built-in shelves, cabinets, counters, storage areas, and closets;
- (c) All appliances, and all bathroom fixtures, equipment and apparatus, within his Unit;
- (d) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, and switches serving only one Unit;
- (e) All mechanical, ventilating, heating and air conditioning equipment serving each respective Unit regardless of whether such equipment may be located partially or entirely outside the confines of the Unit and within the Limited Common Elements of the Condominium, as depicted in Exhibit "B";
- (f) All doors (replaced only with the same type, grade and color as the original door) , walls, partitions, and room dividers;
- (g) All furniture, furnishings and personal property contained within a Unit;
- (h) All windows (glass in the windows must be replaced only with glass of the same type, grade, and tint as the original glass).

Unit Owners shall bear the cost of maintenance, repair, and/or replacement of Limited Common Elements as defined in Section 3.4(b) above; however, maintenance, repair, and replacement shall be completed by the Association and billed to each Unit Owner.

11. Insurance. Insurance covering portions of the Condominium Property shall be governed by the following provisions:

11.1 Purchase, Custody and Payment.

- (a) Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
- (b) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.
- (c) Custody of Policies and Payment of Proceeds. Except as provided in Section 10.5 herein, all policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee, and all policies and endorsements thereto shall be deposited with the Insurance Trustee.

- (d) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. The Association reserves the right to charge an appropriate administration fee to cover costs incurred in providing the copies of insurance policies or certificates evidencing same as noted herein. Copies or certificates also shall be furnished, upon request, not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
- (e) Personal Property and Liability. Unit Owners may obtain insurance coverage at their own expense and at their own discretion upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and for any other risks not otherwise insured in accordance herewith.

11.2 Coverage. The Association shall maintain insurance covering the following:

- (a) Casualty. The Buildings (including all fixtures, installations or additions comprising that part of the Buildings within the boundaries of the Units initially installed, or replacements thereof, in accordance with the original plans and specifications therefor or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available, but excluding all furniture, furnishings, floor coverings, wall coverings, ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and all Improvements located on the Common Elements and Limited Common Elements from time to time, together with all service machinery contained therein (collectively, the "Insured Property"), shall be insured in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:
  - (i) Loss or Damage by Fire and other Hazards covered by a standard extended coverage endorsement; and
  - (ii) Such Other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.
- (b) Liability. Comprehensive general public liability, and, if necessary, automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or

things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association.

- (c) Workmen's Compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance, if required by Institutional First Mortgagees or if the Association so elects.
- (e) Fidelity Insurance covering all directors, officers and employees of the Association and managing agents who handle Association funds, if any.
- (f) Such Other Insurance, including business interruption insurance, as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more Unit Owners.

- 11.3 Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days, prior written notice to all of the named insureds, including all mortgagees of the Units.
- 11.4 Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one or more Units or their appurtenances or of the Common Elements by particular Unit Owners shall be assessed against and paid by such Owners. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 11.5 Insurance Trustee: Share of Proceeds. All insurance policies obtained by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses less than FIFTY THOUSAND DOLLARS (\$50,000.00) shall be paid to the Association and all proceeds covering property losses in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) or more shall be paid to the Insurance Trustee which may be designated by the Board of Directors and which, if so appointed, shall be A bank, or trust company in Florida with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes

elsewhere stated herein, and for the benefit of the Unit Owners and their respective Mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

- (a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit.
  - (b) Mortgagees. Except as provided herein no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.
- 11.6 Distribution of Casualty Insurance Proceeds. Proceeds of casualty insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the manner herein provided.
- 11.7 Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- 11.8 Determination Whether to Reconstruct and Repair. Whether or not Condominium Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:
- (a) Lesser Damage. If one-half (1/2) or more of the total Units in all buildings are tenantable after the casualty (as determined by the Board of Directors of the Association), the damaged property shall be reconstructed and repaired.
  - (b) Major Damage. If fewer than one-half; (1/2) of the total Units in all buildings are tenantable after the casualty (as determined by the Board of Directors of the Association), whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined at a meeting of Unit Owners iii the condominium called for that purpose. A copy of said notice shall be sent to all Institutional First Mortgagees which are noted in the Association records. Notice of the meeting shall be given within sixty (60) days of the casualty and the meeting shall be held within thirty (30) days of the day on which notice is sent. The notice shall additionally inform the Unit Owners of the casualty and shall describe the extent and nature of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

If any of this additional information is not available at the time notice of the meeting must be given, the information shall be provided subsequently but in no event shall it be mailed later than ten (10) days prior to the meeting. Notice of such meeting shall be properly given to all such Unit Owners, and the owners of a majority of the Units shall constitute a quorum for said meeting. If the reconstruction and repair is approved at the meeting by the owners of sixty-six and two-thirds percent (66 and 2/3%) of all voting rights of all Unit Owners, the damaged property will be reconstructed and repaired; but if not so approved, the condominium will be terminated in the same manner as provided in Paragraph 18 of this Declaration for termination by agreement, except that no further consent or vote of Units or Mortgagees shall be required for such termination, it being conclusively presumed in such instance that the owners of at least sixty-six and two-thirds percent (66-2/3%) of all voting rights of all Unit Owners and the Institutional First mortgagees have consented.

- (c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether the damaged property is to be reconstructed and repaired.
- 11.9 Responsibility for Reconstruction and Repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property as provided herein.
- 11.10 Plans and Specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original Improvements, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property are the Buildings wherein the Units are located, by the owners of sixty-six and two-thirds percent (66-2/3%) of all voting rights of all Unit Owners.
- 11.11 Assessments; Determination of Sufficiency of Funds. If the proceeds of insurance are determined to be insufficient to defray the costs of construction and repair for which the Association is responsible, assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a Common Expense. The sums paid upon the assessments shall be deposited by the Association with the Insurance Trustee.
- 11.12 Disbursement of Funds. The funds held by the Association or by the Insurance Trustee after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against Unit Owners on account of the casualty, shall be disbursed in the following manner and order:
- (a) Expenses of the Trust. All reasonable and necessary expenses of the Insurance Trustee shall be first paid or provision made for payment.
  - (b) Termination of the Condominium. If the Condominium is terminated, either by agreement after lesser damage or by failure of the Unit Owners

to approve construction and repair after major damage, the remaining funds shall be deemed to be Condominium Property, and shall be owned by the Unit Owners, and their Mortgagees as their interests appear, in the undivided shares of the Unit Owners in the Common Elements appurtenant to the Unit Owners' Units prior to termination, and shall be distributed to the beneficial owners, remittances to Unit Owners and their Mortgagees being made payable jointly to them.

(c) Reconstruction and Repair of Damage. If the damaged property is to be reconstructed and repaired, the funds shall be disbursed in the following manner:

- (i) If the estimated costs of reconstruction and repair which are the responsibility of the Association do not exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000), the funds shall be disbursed by the Association in payment of these costs.
- (ii) If the estimated costs of reconstruction and repair which are the responsibility of the Association exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000), the funds shall be disbursed by the Insurance Trustee in payment of these costs in the manner required by the Board of Directors of the Association.

(d) Reliance of Mortgagees. Certain provisions in this section are for the benefit of Mortgagees of Condominium Parcels, and may be enforced by any such Mortgagee.

11.13 Insurance Policies Issued to Individual Unit Owners. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

12. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and to thus protect the value of the Units, the transfer of Units by any owner other than the Developer shall be subject to the following terms and provisions as long as the Condominium exists:

12.1 Approval by Association. The Board of Directors, or its duly authorized (officers, agent or committee, must approve in writing all sales or transfers of title of a Unit before such sale, lease or transfer. The Unit Owner shall provide or shall cause to be provided such information as may be required by application form promulgated by the Board of Directors which form shall be accompanied by a transfer fee as herein set forth. When considering such application, consideration shall be given to good moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser or transferee. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver of or estop the Association from enforcing this provision in any other instance.

- 12.2 Disapproval by Association. In the event a sale or transfer is disapproved or no action is taken by the Board of Directors or its authorized officers, agent or committee within (15) days after receipt of said application, and the Unit Owner intends to close in spite of such disapproval or inaction, the Unit Owner shall give the Board of Directors an additional thirty (30) days written notice of said intention, and during such thirty (30) day period any other Unit Owner shall have a right to first refusal to purchase said Unit for the identical price, terms and condition, which right shall be exercised in writing delivered to the proposed seller or mailed to his address as shown on the Association records. In the event the Association is of the opinion that the price is not a bona fide sales price, then the sales price for purposes of the right of first refusal shall be the fair market value of the Unit determined by the average of the values assigned by the written appraisals of three recognized real estate appraisers, one of whom shall be selected by the Association, one by the proposed seller and the third by the first two appraisers. The cost of such appraisals shall be divided between the Association and the proposed seller. If such right of first refusal is exercised by more than one, priority shall be given to the one who delivers in person or has his acceptance postmarked first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three (3) days before the proposed closing date or within ten (10) days after the sales price is determined by appraisal, whichever is later, the transfer may be closed pursuant to the price and terms stated in the notice. Failure of a transferor to comply with these provisions for sale or transfer shall give the Association or any other Unit Owner a right to redeem the Unit involved from the transferee at any time before the closing of such transfer and for a period of six (6) months after the recording of such conveyance in the Public Records of said county, or sixty (60) days after the Board of Directors is given formal written notice of such transfer, whichever period is shorter. The only condition to the exercise of such right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid and upon tender of such sums the transferee shall convey all his rights, title and interest, to the one making the redemption. In addition to all other available remedies, the right of redemption may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Association or any Unit Owner to enforce the provision of this Paragraph against a Unit Owner or transferee who fails to comply therewith, the party bringing such proceedings shall be entitled to his costs and reasonable attorneys, fees as determined by the court, including appellate proceedings, if such party prevails.
- 12.3 Transfer Fee. There shall be a transfer fee of fifty dollars (\$50.00) in connection with any sale, lease, sublease or other transfer of a Unit. The transfer fee shall be submitted to the Association together with the request for approval.
- 12.4 Mortgage. Each Unit Owner shall have the right to mortgage his Unit without restriction.
- 12.5 Exceptions. The foregoing provisions of this Section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by an Institutional First mortgagee that acquires its title as a result of owning a mortgage loan upon the Unit concerned, and this shall be whether the title is acquired by deed from the mortgagor, or its successors or assigns, or through foreclosure

proceedings; nor shall such provisions apply to transfer or sale by such Institutional First Mortgagee to so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to a Unit a duly advertised public sale with open bidding as provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale; Neither shall such provisions apply to the Developer, who shall have the right to freely sell, transfer or otherwise deal with the title possession of a Unit without complying with the provisions of this Section, and without approval of the Association.

13. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium Association and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the Bylaws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective Mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by law) the operation, maintenance, repair and replacement of the Common Elements, cost of carrying out the Powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or Bylaws of the Association, applicable Rules and Regulations or by the Association. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the Bylaws. There shall be no charge or fee against a Unit Owner for the use of the common elements or Association Property unless such use is the subject of a lease between the Association and the Unit Owner.
14. Collection of Assessments.
- 14.1 Liability for Assessments. A Unit Owner, regardless of how, title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments, including special assessments coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses or otherwise up to the time of the conveyance, without the prejudice to any right, the grantee may have to recover from the grantor amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit against which Assessments were made or otherwise.
- 14.2 Default in Payment of Assessments. Assessment and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the rate of eighteen percent (18%) per annum or highest lawful rate, whichever is less, from the due date until paid. The Association has a lien on each Condominium Unit for any unpaid Assessments on such Unit with interest and for reasonable attorneys, fees and costs incurred by the Association incident to the collection of the Assessments or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of Sarasota County, Florida,

stating the description of the Condominium Unit, the name (of the record Owner, the amount and the due date(s). The lien is in effect until all sums secured by it have been fully paid or one (1) year after the claim of lien has been recorded, whichever shall first occur unless within the one (1) year period an action is commenced to enforce the lien in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. The claim of lien shall state the description of the Condominium Unit subject to the lien claimed by the Association, the name and address of the Unit Owner of public record, the name and address of the Association, and the amount claimed to be due and the due dates thereof. Upon payment, the person making the payment is entitled to a satisfaction of lien. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

- 14.3 Special Assessments. The specific purpose or purposes of any special assessment approved in accordance with this Declaration shall be set forth in a written notice of such assessment sent or delivered to each Unit Owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered common surplus.
- 14.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, and other sums permitted hereunder are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given and the court shall proceed with the foreclosure action and may award attorney's fees and cost permitted by law. If, after diligent search and inquiry, the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will recover the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records Notice of Consent of Lien as provided in the Act. The notice requirement of this subsection shall not apply if an action to foreclose a mortgage on the Unit is pending before any court, if the Association's rights would be affected by such foreclosure, and if actual, constructive, or substitute service of process has been made on the Unit Owner.
- 14.5 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its

discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.

- 14.6 Institutional First Mortgagee. In the event an Institutional First Mortgagee shall obtain title to the Unit by a purchase at the public sale resulting from First Mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lienholder, or as a result of a deed given in lieu of foreclosure, such Institutional First Mortgagee, its successors and assigns, shall be liable for unpaid Assessments that become due prior to the Mortgagee's receipt of the Deed. The Mortgagee's liability is limited, however, to the lesser of the amount of the regular Assessments for the six (6) months immediately preceding Mortgagee's acquisition of title of the Unit for which the Association has not been paid or one percent (1%) of the original mortgage debt. In the event the party acquiring title to the Unit does not pay the amount owed the Association within thirty (30) days after the transfer of title of such Unit, the Association may record a claim of lien against the Unit and proceed to enforce the lien in accordance with the provisions herein set forth for collection of Assessments. This provision and the limitations contained herein are not available to a Mortgagee where the Assessments sought to be recovered by the Association are secured by a lien recorded prior to the recording of such Mortgage.
- 14.7 Possession of Unit. Any person who acquires an interest in a Unit, including, without limitation, a person or entity acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments and other charges due and payable from the former Owner, if any, have been paid. This provision shall not apply to a First Mortgagee acquiring title to the unit through foreclosure of a first mortgage of record (or deed in lieu thereof) , unless a claim of lien was filed by the Association prior to the recording of the applicable mortgage.
- 14.8 Certificate of Unpaid Assessments. Within fifteen (15) days after the request by a Unit Owner or Mortgagee, the Association shall provide a certificate stating all assessments and other monies owed to the Association by the Unit Owner. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.
- 14.9 Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Association from time to time.
15. Remedies for Default. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance and fulfillment of the provisions of the Condominium Act, this Declaration, Articles of Incorporation, Bylaws and the regulations and rules promulgated by the Association or its Board of Directors, shall entitle the Association or individual Unit Owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the Court, including appellate proceedings. During the continuance of any such default, the Association by action of the Board of Directors may terminate any or all services rendered to the Unit or the Unit Owner including utility

services which are paid by the Association. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Exhibits attached hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their or his right to do so thereafter.

16. Additional Rights of Developer. In addition to all other rights of Developer set forth hereinabove, Developer shall have the following rights,
- 16.1 Election of Directors. Developer hereby reserves unto itself, its successors and assigns, the right to elect the directors of the Association in accordance with the provisions of Article XII of the Articles of Incorporation attached as Exhibit "C".
- 16.2 Construction and Sales Activity. It is recognized that at the date hereof, construction of all the improvements and the Units contemplated by the survey, plot plan and improvement floor plan described in Exhibit "B" may not be completed. Developer expressly reserves every right, necessary or desirable, relative to the Common Elements and the Condominium property generally, for the purpose of constructing and completing said improvements and Units and effecting sale or lease of all of the condominium Units. Developer shall have the right to maintain Units to be used for display to prospective purchasers and may exhibit such signs and sales paraphernalia as may be desirable to effect such sales, and to use Units as an office for the exclusive use of Developer until such time as all Units have been conveyed. With respect to all initial purchases from Developer, the Developer shall have the rights of the Association to approve all purchasers as provided in Paragraph 11 herein.
- 16.3 Reserved Rights.
- (a) Developer reserves the right to create and construct additional Limited Common Elements provided the creation of said Limited Common Elements does not, in the opinion of Developer, materially adversely affect the rights of Condominium Unit Owners.
  - (b) Developer reserves the right to provide for separate metering of utilities to Units and/or separate billings for such services in the event the Developer is of the opinion that the contemplated use of the Unit shall consume more than the normal amount of such services. In such event, the separately metered or billed expenses shall be "Limited Common Expenses" to be charged to and paid by the designated Units, to the exclusion of all other Units.
  - (c) Any amendments to this Declaration required by actions taken pursuant to paragraphs 16.3(a) and (b) above may be effected by Developer alone.
17. Amendments to the Declaration of Condominium. This Declaration may be amended in the following manner:
- 17.1 This Declaration may be amended at any time by affirmative vote of sixty-six and two-thirds percent (66 and 2/3%) of all voting rights of all Unit Owners in Plaza

De Flores, a condominium, except that provisions relating to percentage of ownership and sharing of Common Expenses, rights; of Developer, termination of the Condominium and the voting rights of members may be amended only with the written consent of all persons adversely affected thereby. The Articles of Incorporation and bylaws may be amended by a simple majority vote of all voting rights of all members of the Association and to that extent this Declaration may be amended without sixty-six and two-thirds percent (66 and 2/3%) vote. Except for amendments by Developer, no amendment shall be effective unless it be in writing, executed by the president or vice president and attested by the secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County. It shall not be necessary for the individual Unit Owners or holders of recorded liens thereon (except Institutional First Mortgagees as herein provided to join in the execution of any amendment, and the execution of any amendment by the president or vice president and attested by the secretary of the Association as provided herein shall be prima facie evidence that the amendment was duly adopted in accordance & with the requirements of this Declaration, the Articles of Incorporation and the Bylaws.

17.2 Until such time as Developer shall have conveyed title to all Units in Plaza De Flores, a Condominium, no amendments to the Declaration of Condominium, Articles of Incorporation, or Bylaws shall be effective without the Developer's prior written consent. By acceptance of a deed to a Condominium Unit, the grantee agrees for himself, his heirs, successors and assigns, and the holders of any mortgages, liens or other interests in or to any Unit, that Developer shall have the right and irrevocable power to amend this Declaration and the exhibits recorded herewith as may be necessary or desirable from time to time prior to the conveyance of all Units by Developer to:

- (a) identify, locate and dimension any Units which are not completed at the date of this Declaration;
- (b) to correct any errors or omissions in the Declaration or any exhibits hereto;
- (c) to make the documents comply with the requirements of any statutory provisions or any state or federal rules or regulations or county ordinances; or
- (d) to gain acceptance or approval of any institutional mortgage lender or title insurer.

Such amendments shall be executed by the Developer and the joinder or further consent of individual Unit Owners or holders of recorded liens, or other interests therein or thereon shall not be required. Nothing herein shall restrict or modify Developer's right to amend this Declaration pursuant to Section 3.4 hereinabove. All amendments shall take effect immediately upon recordation in the Public Records of Sarasota County.

17.3 Form of Amendment. No provision of this Declaration may be amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall be in the form prescribed by Section 718.110(1) Florida Statutes (1995).

18. Rights of Institutional First Mortgagees.

18.1 Written Consent Required. Except as otherwise specifically provided herein, the written consent of all Institutional First Mortgagees or Lenders shall be first obtained prior to (1) the subdivision or any change in the configuration or size of any Unit in any material fashion or any material alteration or modification of the appurtenances to the Unit; (2) any change in the percentage of ownership of the Common Surplus or Common Elements of such Unit; (3) any change in the percentage of sharing the Common Expenses or Assessments; (4) any change in the voting rights; (5) any change in the insurance provisions; and (6) the termination of the Condominium. The failure of the Association and the Board of Directors to comply with an fully perform the terms of the Condominium documents and the Condominium Act may constitute an actionable default under the terms of any Institutional First Mortgage, at the election of such Institutional First Mortgagee or Lender. In the event the consent required herein is provided other than by properly recorded joinder, such consent shall be evidenced by an affidavit of the Association recorded in the public records of Sarasota County, Florida.

18.2 Institutional First Mortgagees and Lenders; Notices. Upon written request to the Association identifying the name and address of the holder, insurer, or guarantor and the Unit number or address, any such eligible Institutional First Mortgagee or Lender, insurer or guarantor shall be entitled to timely written notice by the Association of:

- (a) any proposed Condominium amendment;
- (b) any proposed termination of the Condominium;
- (c) any condemnation, loss, or casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder, insurer, or guarantor, as applicable;
- (d) any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured, or guaranteed by such eligible holder, insurer, or guarantor which remains uncured for a period of sixty (60) days;
- (e) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (f) any proposed action which requires the consent of any specified percentage of Institutional First Mortgagees or Lenders.

- 18.3 Additional Rights of Institutional First Mortgagees and Lenders. In addition to all other rights herein set forth, Institutional First Mortgagees and Lenders shall have the right, upon written request to the Association, to:
- (a) examine the Association's books and records;
  - (b) receive notice of Association meetings and attend such meetings;
  - (c) receive notice of an alleged default by any Unit Owner, for whom such Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to such Unit Owners; and
  - (d) receive notice of any substantial damage or loss to any portion of the Condominium Property.
19. Termination. The Condominium shall continue until (i) terminated by casualty loss, as more particularly provided in Section 10 above, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of 80% of the voting rights of the Unit Owners (other than Developer to terminate the Condominium with written approval of all Institutional First Mortgagees and with written approval of Developer (until such time as Developer shall have conveyed title to all Units in this Condominium). The termination shall be evidenced by an instrument to that effect signed by the president or vice president and secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Sarasota County, Florida. The Association shall endeavor to sell the Condominium Property. All proceeds of sale shall be held by an Insurance Trustee as specified in Section 10 herein in trust for the benefit of the Unit Owner.
20. Eminent Domain.
- 20.1 Notification to Mortgagees. The Association, upon obtaining knowledge of the institution or threat of institution of any proceeding or other action with respect to the taking in condemnation of any portion of Units or Common Elements, shall notify the Mortgagee which has a first lien position encumbering the greatest number of Units, as listed in the Association's records. Such Mortgagee may, at its option, participate in negotiations in connection therewith or may, if permitted by the court having jurisdiction, participate in any such proceeding or action.
- 20.2 Award and Restoration. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Board. In the event the repair and restoration of the Common Elements shall, in the opinion of the Board, be essential to the operation of the Condominium, or in the event a majority of the Unit Owners duly and promptly approve such repair and restoration, the Board shall arrange for same, and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments; in the event that a majority of the Owners do not approve the repair and restoration of the Common Elements, the Board shall disburse the net proceeds of such award in the same manner as insurance proceeds where there is no repair or restoration of the damage.

- 20.3 Partial Taking of unit. Where part of a Unit has been taken by eminent domain and a majority of the Owners duly approve the repair and restoration of Units and, if affected, Common Elements, the Board shall adjust such loss with the affected Unit owner, including but not limited to the payment of compensation and reduction or elimination of the Owner's undivided interest in the Common Elements. Any such settlement shall not be effective unless approved by the First Mortgagee of the affected Unit Owner, a majority of the Unit Owners, and the Developer if it shall then be an Unit Owner. In no event shall the Board be required to make any payments in excess of that portion of the overall condemnation award that is reasonably attributable to such Unit Owner's loss. In no event shall the Board be required to make any payments prior to receipt of sufficient funds for such purpose from the condemning authority. However, nothing contained herein shall prohibit the Board from making in advance a partial payment to such Unit Owner when the Board, in its discretion, deems such advance or partial payment to be reasonable and proper. Nor shall anything contained herein be deemed to relieve such Unit Owner of the obligation to contribute to the repair or restoration of the Buildings and Common Elements, although the Board may, in a proper case, reduce the amount of such obligation or eliminate same.
- 20.4 Trade Fixtures. Where all or part of the Condominium is taken by eminent domain, each Unit Owner shall have the exclusive right to claim all of the award made for trade fixtures installed by such Unit owner, and any relocation, moving Expense, or other allowance of a similar nature designated to facilitate his relocation.
- 20.5 Surety Bond. The Board shall act as trustee of all funds received by it as a result of eminent domain or condemnation proceedings. In the event that the Board has not posted surety bonds for the faithful performance of its duties in this regard, or if such bonds do not exceed the funds which will come into its hands and there are proceeds payable as a result of eminent domain or condemnation proceedings, the Board shall obtain and post a bond for the faithful performance of its duties as trustee in an amount equal to 125% of the proceeds before it shall be entitled to receive the proceeds resulting from the eminent domain or condemnation proceedings. The sole duty of the Board shall be to receive such proceeds as they are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective Mortgagees.
21. Warranty of Construction. The warranties set forth in Florida Statutes 718.203 (1995), are the sole and exclusive warranties of Developer regarding this condominium and there are no other warranties, expressed or implied. The warranties set forth in Florida Statute 718.203 shall be the sole warranties given by Developer regardless of any subsequent amendments to said Statute that may occur. Construction of the Building and related improvements by the Developer shall be substantially in accordance with the plans and specifications on file in the Building and Zoning Department of the applicable governmental authority. Developer agrees to exert every effort to secure guarantees and warranties from subcontractors, such as plumbers, roofers and air conditioner manufacturers, and to the extent that such guarantees or warranties are obtained, they shall be assigned to the Association and it shall be the obligation of the Association to enforce same. The Developer shall not be responsible for conditions resulting from ordinary wear

and tear or abusive use of the Buildings or on any portion of the Condominium Property; or anything of any type or nature which is specifically delineated and eliminated in any express written warranty of the Developer.

22. Additional Provisions.

- 22.1 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly, unreasonable. An opinion of counsel that any interpretation adopted by the Association is not unreasonable shall establish the validity of such interpretation.
- 22.2 Exhibits. There is hereby incorporated in this Declaration and materials contained in the Exhibits attached hereto which under the Act are required to be part of the Declaration.
- 22.3 Signature of President and Secretary. Whenever the signature of the President of the Association is required hereunder, the signature of a Vice President may be substituted therefor, and whenever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 22.4 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits attached hereto or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 22.5 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits attached hereto, or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions hereof or thereof, all of which shall remain in full force and effect.
- 22.6 Waiver. No provision contained in this Declaration shall be deemed to have been waived by reason of failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 22.7 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and Bylaws of the Association, and applicable Rules and Regulations, are fair and reasonable in all material aspects.
- 22.8 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

22.9 Captions. The captions herein and in the Exhibits attached hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular documents or any provisions thereof.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed this 22nd day of September, 1998.

WITNESSES:

PLAZA DE FLORES LTD., a Florida Limited Partnership

By: PLAZA DE FLORES DEVELOPMENT CORPORATION, a Florida Corporation

By: [Signature]  
SOL ROTER, President

"DEVELOPER"

[Signature]  
Paula Moser

[Signature]  
CHARLES M. DAVIS

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of September, 1998, by SOL ROTER, as President of PLAZA DE FLORES DEVELOPMENT CORPORATION, a Florida Corporation, corporate general partner of PLAZA DE FLORES LTD., a Florida Limited Partnership, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]

Notary Public

PAUSERS/REMITTANCE/NOTARY DECLARATION  
 Robert E. Messick  
MY COMMISSION # CC529000 EXPIRES  
May 21, 2000  
BONDED THRU TROY FAIR INSURANCE, INC.

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

EXHIBIT "A" TO THE DECLARATION

PLAZA DE FLORES, A CONDOMINIUM, PHASE 1

THAT PART OF PARCEL Q-B OF PARCEL Q-INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID PARCEL Q-B FOR A POINT OF BEGINNING OF LAND BEING DESCRIBED; THENCE ALONG THE NORTH LINE THEREOF, S.89°44'29"E., 393.26 FEET; THENCE S.00°15'31"W., 223.64 FEET; THENCE S.40°14'36"E., 36.75 FEET; THENCE S.08°22'41"W., 80.68 FEET; THENCE S.10°30'27"E., 73.76 FEET; THENCE S.10°34'09"W., 79.81 FEET; THENCE S.01°08'58"E., 72.19 FEET; THENCE S.11°10'50"W., 92.08 FEET; THENCE S.06°00'42"E., 50.31 FEET; THENCE S.19°07'20"W., 37.69 FEET; THENCE S.41°43'15"W., 30.58 FEET; THENCE N.77°52'28"W., 159.05 FEET; THENCE N.03°30'07"E., 100.38 FEET; THENCE S.86°29'53"E., 86.20 FEET; THENCE N.08°41'32"E., 72.47 FEET; THENCE N.00°06'16"W., 82.97 FEET; THENCE N.10°39'00"E., 70.18 FEET; THENCE N.00°56'38"W., 81.86 FEET; THENCE N.86°29'53"W., 102.74 FEET; THENCE S.03°30'07"W., 75.00 FEET; THENCE N.86°29'53"W., 155.09 FEET TO A POINT ON A CURVE CONCAVE TO THE NW, HAVING A RADIUS OF 240.00 FEET AND A DELTA ANGLE OF 03°57'17", WHOSE CHORD BEARS S.24°-02'13"W.; THENCE ALONG SAID CURVE IN A CLOCKWISE DIRECTION, 16.57 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 190.00 FEET AND A DELTA ANGLE OF 34°30'00", WHOSE CHORD BEARS S.08°-45'51"W.; THENCE ALONG SAID CURVE IN A COUNTERCLOCKWISE DIRECTION, 114.41 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 210.00 FEET AND A DELTA ANGLE OF 14°41'48", WHOSE CHORD BEARS S.01°08'15"E.; THENCE ALONG SAID CURVE IN A CLOCKWISE DIRECTION, 53.87 FEET; THENCE TANGENT TO THE LAST CURVE, S.06°12'39"W., 80.49 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 340.00 FEET AND A DELTA ANGLE OF 08°35'03", WHOSE CHORD BEARS S.01°-55'08"W.; THENCE ALONG SAID CURVE IN A COUNTERCLOCKWISE DIRECTION, 50.94 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 90.00 FEET AND A DELTA ANGLE OF 31°38'47", WHOSE CHORD BEARS S.13°27'00"W.; THENCE ALONG SAID CURVE IN A CLOCKWISE DIRECTION, 49.71 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 130.00 FEET AND A DELTA ANGLE OF 30°32'57", WHOSE CHORD BEARS S.13°59'55"W.; THENCE ALONG SAID CURVE IN A COUNTERCLOCKWISE DIRECTION, 69.31 FEET; THENCE TANGENT TO THE LAST CURVE, S.01°16'33"E., 59.43 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 90.00 FEET AND A DELTA ANGLE OF 34°29'49", WHOSE CHORD BEARS S.18°31'28"E.; THENCE ALONG SAID CURVE IN A COUNTERCLOCKWISE DIRECTION, 54.19 FEET TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 60.00 FEET AND A DELTA ANGLE OF 39°16'29", WHOSE CHORD BEARS S.16°08'08"E.; THENCE ALONG SAID CURVE IN A CLOCKWISE DIRECTION, 41.13 FEET; THENCE TANGENT TO THE LAST CURVE, S.03°30'07"W., 7.51 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 60.00 FEET AND A DELTA ANGLE OF 90°00'00", WHOSE CHORD BEARS S.48°-30'07"W.; THENCE ALONG SAID CURVE IN A CLOCKWISE DIRECTION, 94.25 FEET; THENCE TANGENT TO THE LAST CURVE, N.86°29'53"W., 22.88 FEET TO THE WEST LINE OF SAID PARCEL Q-B; THENCE ALONG SAID WEST LINE, N.03°30'07"E., 1018.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 234,503.35 SQUARE FEET, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO ANY AND ALL EASEMENTS SHOWN AND/OR DESCRIBED ON THIS CONDOMINIUM PLAT AND ON THE RECORD PLAT OF PARCEL Q-INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

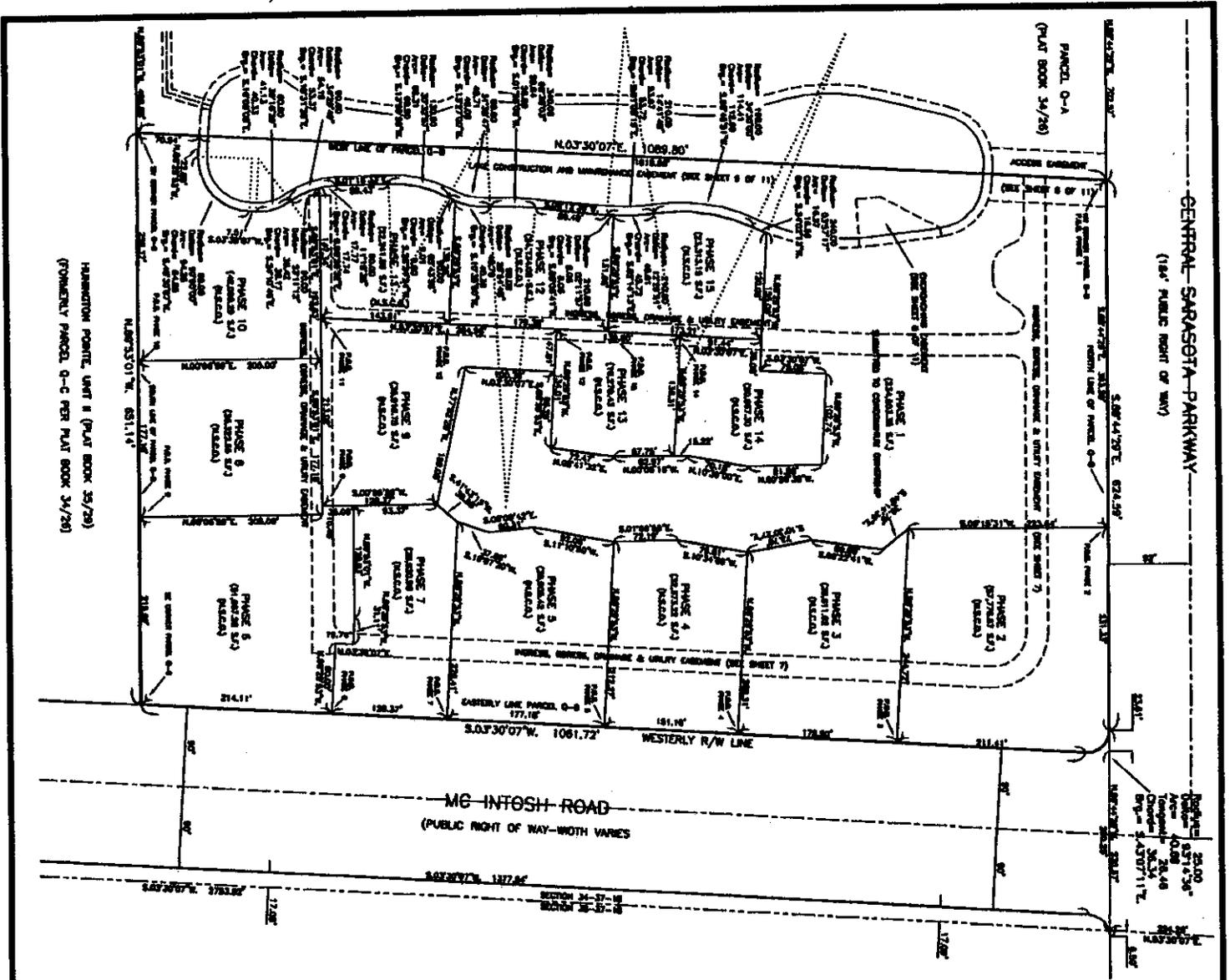
FURTHER SUBJECT TO OTHER EASEMENTS, RESTRICTIONS, AND/OR RIGHTS OF WAY OF RECORD, IF ANY.







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



GENERAL SARASOTA PARKWAY  
(164' PUBLIC RIGHT OF WAY)

HAMILTON POINT, UNIT 8 (PLAT BOOK 35/29)  
(FORMERLY PARCEL 0-C PER PLAT BOOK 34/28)

Block: 25.00  
Area: 4.08  
Total: 25.48  
Owner: SARA  
By: S4307117

CONDOMINIUM BOOK PAGE  
SHEET 4 OF 11 SHEETS

PHASE 1  
PLAZA DE FLORES, A CONDOMINIUM  
BEING PARCEL 0-B OF PARCEL 0-  
INCREMENT 5, A SUBDIVISION RECORDED  
IN PLAT BOOK 34, PAGES 26 AND 28A,  
AND LYING IN SECTION 34, TOWNSHIP  
37 SOUTH, RANGE 18 EAST,  
SARASOTA COUNTY, FLORIDA.

PHASE BOUNDARIES



(PLAT) = NOT SHOWN TO CONDOMINIUM OWNER AT THE TIME  
NOTE: ALL PHASES WERE NOT SHOWN TO THE OWNER AT THE TIME  
THESE PHASES WERE RECORDED IN THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

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SHEET 9	OF 11	CONDOMINIUM
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Surveyor's name and title information.

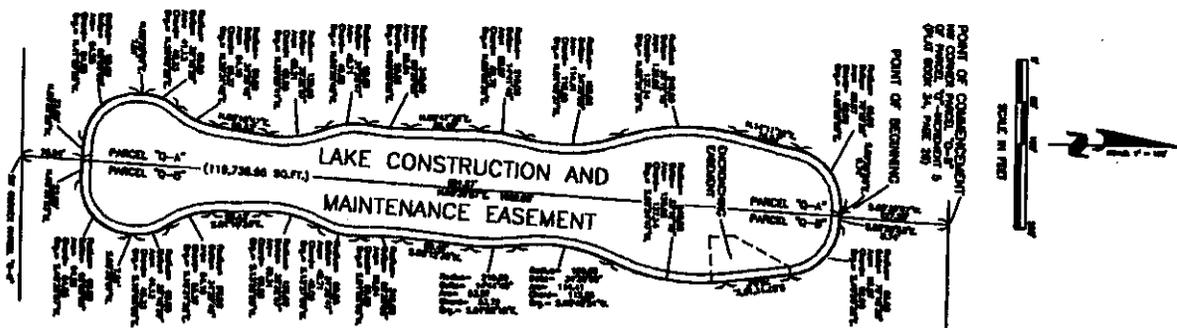








RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.



**LEGAL DESCRIPTION**

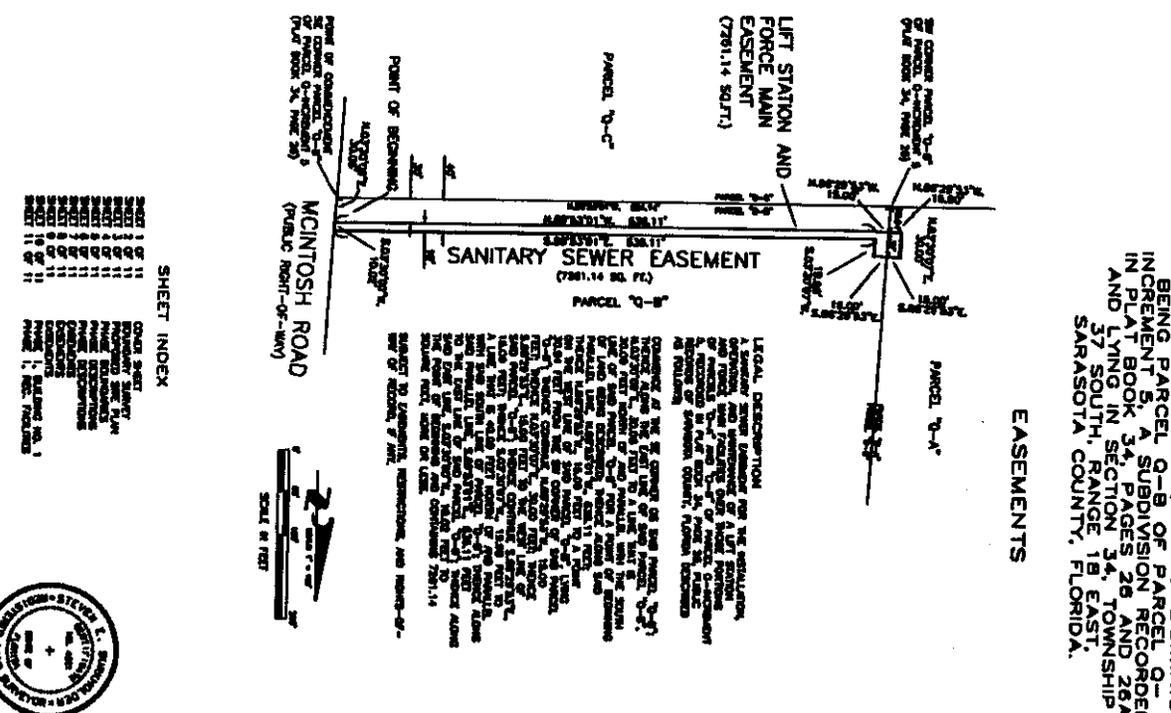
CONDOMINIUM BOOK 11 PAGE 9 OF 11 SHEETS

PHASE 1  
 PLAZA DE FLORES, A CONDOMINIUM  
 BEING PARCEL Q-B OF PARCEL Q  
 INCREASING 5, A SUBDIVISION RECORDED  
 IN PLAT BOOK 34 PAGES 26 AND 28A,  
 AND LYING IN SECTION 24, TOWNSHIP  
 37 SOUTH RANGE 18 EAST,  
 SARASOTA COUNTY, FLORIDA.

**LEGAL DESCRIPTION**

CONDOMINIUM BOOK 11 PAGE 9 OF 11 SHEETS

PHASE 1  
 PLAZA DE FLORES, A CONDOMINIUM  
 BEING PARCEL Q-B OF PARCEL Q  
 INCREASING 5, A SUBDIVISION RECORDED  
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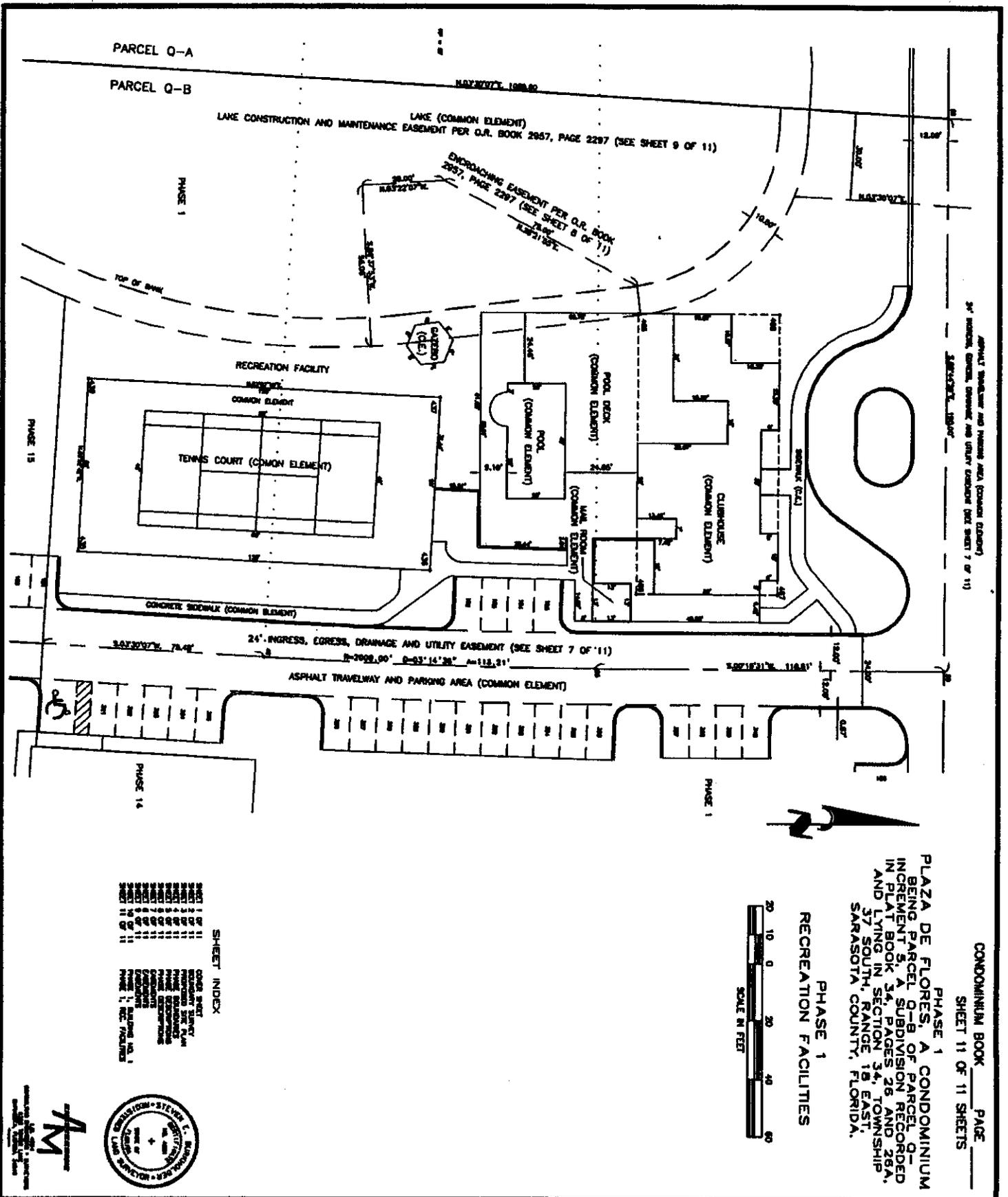
**SHEET INDEX**

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# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PLAZA DE FLORES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on September 21, 1998, as shown by the records of this office.

The document number of this corporation is N98000005430.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twenty-first day of September, 1998



CR2EO22 (2-95)

Sandra B. Northam  
Secretary of State

ARTICLES OF INCORPORATION

OF

PLAZA DE FLORES CONDOMINIUM ASSOCIATION, INC.

98 SEP 21 PM 3:45  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA  
FILED

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation not for profit under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

ARTICLE I  
NAME OF CORPORATION

The name of this corporation shall be PLAZA DE FLORES CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the Association. 60 Renfrew Drive, Suite 310 Markham, Ontario Canada L3R 0E1

ARTICLE II  
GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the condominium known as PLAZA DE FLORES, a Condominium, located in the County of Sarasota, Florida, and to perform all acts provided in the Declaration of Condominium of said Condominium and the Condominium Act, Chapter 718, Florida Statutes.

ARTICLE III  
POWERS

The Association shall have all of the condominium law and statutory powers of a corporation not for profit and all of the powers and duties set forth in said Condominium Act, the Declaration of Condominium of PLAZA DE FLORES, a Condominium, as amended from time to time, and the Bylaws of the Association provided said powers and duties are not inconsistent with the Condominium Act. The Association may enter into lease agreements and may acquire and enter into agreements acquiring leaseholds, memberships and other possessory or use interests for terms up to and including 99 years, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members; including but not limited to lease of recreation areas and facilities.

ARTICLE IV  
MEMBERS

All persons owning a vested present interest in the fee title to any of the condominium units of PLAZA DE FLORES, a Condominium, shall be members. Membership shall terminate automatically and immediately as a member's vested interest in the fee title terminates, except that upon termination of the entire condominium project, the membership shall consist of those who were members at the time of each conveyance of the respective units to the trustee as provided in said Declaration of Condominium. In the event a unit is owned by a legal entity other than a natural person, the officer, Director or other official so designated by such legal entity shall exercise its membership rights.

After the Association approves of a conveyance of a condominium unit as provided in said Declaration of Condominium, the change of membership in the Association shall be evidenced in the Association records by delivery to the Secretary of a certified copy of a deed or other instrument of conveyance.

Prior to the recording of said Declaration of Condominium in the public records of said county, the subscribers hereto shall remain the members of the Association and shall each be entitled to one vote.

**ARTICLE V**  
**VOTING INTERESTS**

Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same Owner may own more than one unit or that units may be joined together and occupied by one Owner. In the event of a joint ownership of a condominium unit, the vote to which that unit is entitled shall be executed in the manner provided for in the Bylaws.

**ARTICLE VI**  
**INCOME DISTRIBUTION**

No part of the income of this corporation shall be distributed to its members, except as compensation for services rendered.

**ARTICLE VII**  
**EXISTENCE**

This corporation shall exist perpetually unless dissolved according to law.

**ARTICLE VIII**  
**REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the corporation shall be c/o Robert E. Messick, Icard, Merrill, Cullis, Timm & Furen, P.A., 2033 Main Street, Suite 600, Sarasota, FL 34237, and the registered agent at such address shall be Robert E. Messick, Esquire.

**ARTICLE IX**  
**NUMBER OF DIRECTORS**

The business of the corporation shall be conducted by a Board of Directors which shall consist of not less than three (3) nor more than nine (9) persons, as shall be designated by the Bylaws.

**ARTICLE X**  
**FIRST BOARD OF DIRECTORS AND OFFICERS**

The names and post office addresses of the members of the first Board of Directors and officers, all of whom shall hold office until their successors are duly elected and qualified, are as follows:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Joanne Dickinson	President & Director	17 Southaven Place, Oakville, Ontario L6L 6L2
Bill Fisch	Vice President, Secretary & Director	27A Fallingbrooke Court, Thornhill, Ontario L3T 7A2
<i>Tom GRAHAM</i> <del>Marie Buszucki</del>	Treasurer & Director	<del>57 GUSTAV CA</del> <del>252 Glenforest Road,</del> Toronto, Ontario <del>M4M 2A4</del> <i>m2m 4G9</i>

**ARTICLE XI**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

All officers and Directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including appellate proceedings) reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or Director be indemnified for his own willful misconduct or knowing violation of the provisions of the Florida Condominium Act. The Association may purchase and maintain insurance on behalf of all officers and Directors against any liability asserted against them or incurred by them in their capacity as officers and Directors or arising out of their status as such.

**ARTICLE XII**  
**RIGHTS OF DEVELOPER**

Plaza De Flores Limited Partnership, a Florida Limited Partnership, which is the Developer of PLAZA DE FLORES, a Condominium, shall have full right and authority to manage the affairs and exclusive right to elect the Directors of the Association (who need not be unit owners) until the following shall occur:

- A. When fifteen percent (15%) or more of the units that will be operated ultimately by the Association are conveyed to owners other than Developer, such unit owners shall be entitled to elect not less than one-third (1/3) of the Board of Directors.
- B. Unit owners other than the Developer will be allowed to elect a majority of the members of the Board and control the Association at whichever of the following times shall first occur:
  - (1) Three (3) years after the Developer has sold fifty percent (50%) of the units that will be operated ultimately by the Association;
  - (2) Three (3) months after the Developer has sold ninety percent (90%) of the units that will be operated ultimately by the Association;
  - (3) 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;

(3) 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;

(4) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;  
or

(5) Seven (7) years after recordation of the Declaration of Condominium of PLAZA DE FLORES, a Condominium, creating the initial phase, Phase 1.

C. Developer shall be entitled to appoint at least one (1) member of the Board of Directors as long as Developer holds at least five percent (5%) of the units that will ultimately be operated by the Association for sale in the ordinary course of business.

Notwithstanding any provision contained herein to the contrary, during the period Developer is in control of the Association, the Directors shall exercise all rights which would otherwise be exercisable by the members.

ARTICLE XIII  
BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XIV  
SUBSCRIBERS

The names and street addresses of the subscribers to these Articles of Incorporation are as follows:

ARTICLE XV  
AMENDMENTS

The corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by a simple majority vote of all voting rights of all members of the corporation and all rights conferred upon the members herein are granted subject to this reservation.

IN WITNESS WHEREOF, we, the undersigned subscribers to these Articles of Incorporation, have hereunto set our hands and seals this 9th day of September 1998.

Joanna Dickinson (SEAL)  
JOAN DICKINSON

Bill Fisch (SEAL)  
BILL FISCH

Tom Graham (SEAL)  
~~MARIO BUSZYNSKI~~  
TOM GRAHAM

COUNTY OF CANADA  
PROVINCE OF ONTARIO

Sworn to and subscribed before me September 9, 1998, by Joanne Dickinson, who  
is personally known to me or who has produced Driver's Licence as identification  
D4104-40255-65826

[Signature]  
Notary Public  
My Commission Expires: N/A

COUNTY OF CANADA  
PROVINCE OF ONTARIO

Sworn to and subscribed before me September 15, 1998, by BILL FISCH, who is  
personally known to me or who has produced Driver's licence # F633-785049000 as identification.

[Signature]  
Notary Public  
My Commission Expires: n/a

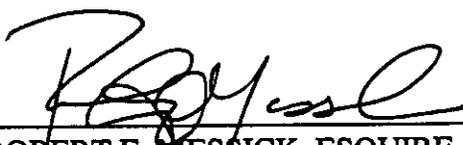
COUNTY OF CANADA  
PROVINCE OF ONTARIO

Sworn to and subscribed before me SEPT. 16, 1998, by MARIO BUSZYNSKI, who  
is personally known to me or who has produced [Signature] as identification.

[Signature]  
Notary Public  
My Commission Expires:

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the designation as registered agent of the foregoing corporation.

 (SEAL)  
ROBERT E. MESSICK, ESQUIRE

STATE OF FLORIDA  
COUNTY OF SARASOTA

Sworn to and subscribed before me Sept. 18, 1998, by ROBERT E. MESSICK, Esquire, who is personally known to me or who has produced \_\_\_\_\_ as identification.

  
Notary Public  
My Commission Expires:



Paula Moser  
MY COMMISSION # 00646781 EXPIRES  
May 12, 2001  
BONDED THRU TROY FARM INSURANCE, INC.

FAUSERSREMICORRARTICLES

**FILED**  
98 SEP 21 PM 3:47  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

BYLAWS

OF

PLAZA DE FLORES CONDOMINIUM ASSOCIATION, INC.

**ARTICLE I - GENERAL PROVISIONS**

1.1 Identity: these are the Bylaws of PLAZA DE FLORES CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association". The Association is a corporation not-for-profit lawfully existing under the laws of the State of Florida.

1.2 Association Purpose: The Association has been created and exists for the following stated purposes:

1.2.1 To provide an entity pursuant to Section 718.111 of the Condominium Act of the Florida statutes, as amended, for the operation of PLAZA DE FLORES, a Condominium.

1.3 Office: The office of the Association shall be at the following address:

c/o ICORR Properties, Inc.  
2 N. Tamiami Trail, Suite 710  
Sarasota, FL 34236

1.4 Fiscal Year: The fiscal year of the Association shall be the calendar year.

**ARTICLE II - MEMBERSHIP**

2.1 Qualification: The members of the Association shall consist of all of the record owners of condominium Units in PLAZA DE FLORES, a Condominium.

2.2 Change of Membership: After receiving the approval of the Association as required in the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Sarasota County, Florida, a deed or other instrument establishing a record of title to a unit in the condominium ("Unit") and the delivery to the Association of a copy of such recorded instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

2.3 Voting Rights: The owner of each Unit shall be entitled to vote as provided in the Articles of Incorporation, as a member of the Association and the manner of exercising such voting rights shall be determined by these Bylaws. The term "majority" as used in these Bylaws and other condominium Instruments in reference to voting by Unit owners, Association member and the Board of Directors shall mean more than Fifty Percent (50%).

2.4 Designation of Voting representative: If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If the Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all the record owners of the Unit, and filed with the secretary of the Association. If a Unit is owned by a corporation, the person

entitled to cast the vote for the Unit shall be designated by a certificate of his appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation, and filed with the Secretary of the Association. Such certificate shall be valid until revoked and until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast a vote of Unit may be revoked by any owner thereof.

2.5 Approval or Disapproval of Matters: Whenever the decision of a Unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these Bylaws.

2.6 Restraint Upon assignment of Shares and Assets: The share of a member in the funds and the assets of the Association cannot be assigned, hypothecated, transferred in any manner except as an appurtenance to his Unit.

### **ARTICLE III - MEETINGS OF MEMBERS**

3.1 Annual Meeting: The annual meeting of the members of the Association shall be held at the office of the Association at 7:00 PM, Eastern time on the second Monday of January of each and every year for the purpose of electing Directors, and transacting any other business authorized to be transacted by the members, provided however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is a business day and not a legal holiday. Unless waived by a Unit owner notice of the annual meeting must be sent by certified mail to each owner.

3.2 Special Meetings: Special meeting of the members shall be held whenever called by the President, or Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast Fifty Percent (50%) or more of the votes of the entire membership.

3.3 Notice to Members of Meetings: Notices of meetings of the members, stating the time, place and subject for which the meeting is called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address, as it appears on the books of the Association, and shall be mailed not less than 15 days, but no more than sixty days, prior to the date of the meeting, and by the posting at a conspicuous place on the Condominium property of a notice of the meeting at least 15 continuous days, but no more than sixty continuous days, in advance of the date of the meeting. The notice to each member shall include an agenda and shall be furnished by personal delivery, or by mailing the same by either regular or certified mail to the member at his address as it appears on the books of the Association. Proof of such mailing shall be given by Affidavit of the person giving notice. Notice of the meeting may be waived before or after meetings.

3.4 Quorum: A quorum at a members meeting shall consist of the persons entitled to cast a majority of the votes of the entire membership of the Association, who shall be present in person or by proper proxy. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws.

3.6 Adjournments: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

#### **ARTICLE IV - DIRECTORS**

4.1 Directors: The affairs of the Association shall be managed by the Board of Directors consisting of not less than three members, to be elected at the annual meeting of the corporation.

4.2 Term: The term of each Board Member's service shall extend to the next annual meeting of the membership.

4.3 Regular Meetings: Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the regular meeting shall be given to each Director, personally or by mail, or telephone or telegraph at least 48 hours prior to the meeting. The Notice shall incorporate the specific agenda items and shall be posted conspicuously on the condominium property at least 48 continuous hours before the meeting; except in an emergency.

Written notice of any meeting at which non emergency special assessments or amendments to rules regarding Unit use will be considered shall be mailed or delivered to the Unit owners and posted conspicuously on the Condominium property for 14 consecutive days prior to the meeting.

4.4 Special Meetings: Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than three days notice of the meeting shall be given personally or by mail, telephone or telegraph which notice shall state the time, place and purpose of the meeting.

#### **ARTICLE V - POWER AND DUTIES OF BOARD OF DIRECTORS**

5.1 Enforcement: The Board of Directors shall enforce, by legal means, all terms and provisions of these Bylaws, the Articles of Incorporation for the Association and the terms and provisions of the Declaration of condominium of the Association, and any rules and regulations of the Association which shall be passed or otherwise incorporated, from time to time.

#### **ARTICLE VI - OFFICERS**

6.1 Officers and Election: The officers of this Corporation shall consist of a President and Secretary, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. Any two or more offices may be held by the same person.

6.2 Duties: The officers of this Corporation shall have the following duties:

The President shall be the chief executive officer of the Corporation, and shall have general and active management of the business and affairs of the Corporation subject to the directors of the Board of Directors. The President shall preside at all meetings of the membership and Board of Directors.

The Secretary shall have custody of, and maintain, all of the corporation records. The Secretary shall record the minutes of all meetings of the membership and Board of Directors, send all notices of all meetings and perform such other duties as may be prescribed by the Board of Directors.

6.3 Indemnification of officers and Directors: Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or on which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of these duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

#### ARTICLE VII - FISCAL MANAGEMENT

7.1 Accounts: Receipt and expenditures of the Association shall be credited and charged to accounts under the following classifications, as shall be appropriate:

7.1.1 Current Expenses: Current expenses shall include all receipts and expenditures to be made within the year from which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds, the balance of this fund at the end of each year shall be applied to reduce the assessment for current expenses for the succeeding year prior to fund reserves.

7.1.2 Reserves for Deferred Maintenance: Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

7.1.3 Reserves for Replacement: Reserves for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

7.1.4 Reserves for Betterments: Reserves for betterments shall be used for capital expenditures for additional improvements or additional personal property that will become a part of the common elements. Reserves for betterments shall be budgeted within the sole discretion of the Board of Directors.

7.2 Budget: The Board of Directors shall adopt a budget for each fiscal year which shall include the estimated funds required to defray the current expense and may provide for funds for the foregoing reserves.

7.3 Procedure: The manner of adopting the budget shall be governed by the provisions of Florida Statutes Chapter 718.

7.4 Betterments: Assessments for betterments which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements shall not exceed \$10,000.00 in any one year; provided, however, that in the expenditure of this fund no sum in excess of \$2,500.00 shall be expended for any single item or purpose without approval of a majority of the members of the Association and provided this whole section may be waived by vote of Eighty-five Percent (85%) of the total members.

7.5 Assessments: Assessments against the owners and the Units for their proportionate shares of the annual budget shall be made by the Board of Directors of the Association, monthly, in advance, on or before the 15th day of the last month preceding the calendar month for which the assessments are made. Such assessments shall be due and payable on the first day of the calendar month for which they are made. If a monthly assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior monthly assessment. In the event the monthly assessment proves to be insufficient, the assessment may be amended at any time by the Board of Directors if the assessments for the year-to-day do not exceed the annual budget for that year. Any assessments that do exceed such limitation (except for emergency assessments) shall be subject to the majority approval of Unit owners of the Association. The unpaid portion of the amended assessment shall be due upon the first day of the month next succeeding the month in which the amended assessment is made, or as otherwise provided by the Board of Directors. Notwithstanding anything contained herein to the contrary, the Board of Directors shall not have the authority to require that assessments be paid more frequently than monthly.

7.6 Acceleration of Assessment Installment Upon Default: In the event that any special assessment shall be made and shall be permitted to be paid in installments, then if a Unit Owner shall be in default in the payment of any installment, the Board of Administration may accelerate the remaining installments of such special assessment upon notice to the Unit Owner and upon a claim of lien being duly filed in the public records of Sarasota County, Florida. Nothing herein shall be construed as permitting the Board of Administration to accelerate the monthly or periodic assessments of maintenance fees, as contemplated by the provisions of Article 7.5, above, except as otherwise specifically permitted by the provisions of the Declaration of Condominium and Florida Statutes Chapter 718.112(2)(g), as the same may be amended from time to time.

7.7 Assessments for Emergencies: Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the Unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the Unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require for the notice of assessment. Such assessment would be in proportion to the percentages of ownership of each Unit owner in the Condominium.

7.8 Depository: The depository of the Association shall be in such bank or banks or other qualified financial institutions as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of the Board of Directors.

7.9 Financial Reporting: Within ninety (90) days following the end of the fiscal year of the Association, the Board shall mail or furnish by personal delivery to each Unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months, or a complete set of financial statements for the preceding fiscal year, prepared in accordance with Generally Accepted Accounting Principles. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, costs for security, professional and management fees and expenses, taxes, costs for recreational facilities, expenses for refuse, collection, and utilities services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administrative and salary expenses, and reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts.

7.10 Fidelity Bonds: The Association shall obtain and maintain adequate fidelity bonding of all persons who contract or disburse funds including, without limitation, the President, Secretary, Treasurer and those authorized to sign checks on behalf of the Association. The amount of the bond shall be determined by the Association's gross receipts and the requirements of Section 718.112(2)(j) Florida Statutes.

#### **ARTICLE VIII - PARLIAMENTARY RULES**

8.1 Robert's Rules of Order, the latest edition shall govern the conduct of the meetings of the Association and the Board of Directors when not in conflict with the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

#### **ARTICLE IX - MISCELLANEOUS**

9.1 The Board of Directors, on behalf of the Association, is empowered by the Declaration of Condominium to approve or disapprove of purchasers and lessees of Condominium Units herein and the Board shall make reasonable rules, regulations, and standards governing the approval or disapproval of purchasers or lessees in the condominium which regulations and standards shall be designed to maintain a community of congenial residents of good character and with sufficient financial ability to timely pay the assessments of the Association and taxes and other requirements for payments resulting from residence in the condominium. However, no person shall be denied the right to purchase or lease a Unit because of race religion, sex or national origin. Such standards as to purchasers and lessees within the Condominium shall be drafted by or under the direction of the first elected Board of Directors after the Developer relinquishes control of the Association, and even after Developer relinquishes control of the Association but is conducting sale of Units in subsequent phases of the Condominium, Developer shall attempt to maintain the congeniality and compatibility required to carry out the common purpose in the Condominium.

9.2 The Board shall adopt and promulgate reasonable rules and regulations relating to the use of the common elements and the general conduct of the Unit owners, their families, guests, invitees and tenants.

#### **ARTICLE X - ARBITRATION**

10.1 Prior to the institution of court litigation involving disputes over the authority of the Board or governing body to require a Unit owner to take action or not take action with respect to that Unit owner's Unit; alter or add to the common elements; properly conduct meetings pursuant to proper notice; or allow inspection of books and records, the parties to the dispute shall petition the Division of Land Sale, Condominium and Mobile Homes for mandatory non-binding arbitration pursuant to the procedures set forth in Section 718.1255 Florida Statutes and the regulations promulgated thereunder as the same may be amended from time to time.

#### **ARTICLE XI - AMENDMENT**

11.1 These Bylaws may be amended in the manner set forth in the Declaration, however, no Amendment shall discriminate against any Unit owner or against any Unit or class or group of Units unless the Unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Amendments to the Bylaws shall not be effective

until they have been certified by the Officers of the Association and a copy of the amendment is recorded in the books of the Association.

The foregoing was adopted as the Bylaws of PLAZA DE FLORES CONDOMINIUM ASSOCIATION, INC. a corporation not-for-profit under the laws of the state of Florida at the first meeting of the Board of Directors on the 9<sup>th</sup> day of SEPTEMBER, 1998.

By *Joanne Dickinson*  
JOANNE DICKINSON, President

Attest: *Bill Fisch*  
BILL FISCH, Secretary

SCHEDULE  
TO  
BYLAWS:  
RULES AND REGULATIONS  
FOR  
PLAZA DE FLORES, A CONDOMINIUM

INTRODUCTION

It is the purpose of the Association to maintain luxurious, but economically well-managed, Improvements and Common Elements, and it is believed that these rules will aid in this purpose. Your Board of Directors will welcome the assistance of all the Unit Owners in the enforcement of these rules and regulations.

Violations should be reported in writing to the individual named by the Board of Directors or officers of the Association. Violations will be called to the attention of the violating Owner. All disagreements will be presented to the Board, which will take appropriate action. Owners are responsible for compliance of their families, guests, invitees and tenants.

1. The personal property of Unit Owners must be stored in their respective Units or Storage areas, if any.
2. Employees of the Association are not to be sent out by Unit Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
3. No Unit Owner, nor his family, servants, employees, agents, visitors, licensees or tenants shall make or permit any disturbing noises in the Buildings, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of the other Owners.
4. No radio, television or other electronic installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.
5. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property, except signs used or approved by the Developer or the Board of Directors. Additionally, no awning, canopy, shutter or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof or other portion of the Buildings or on the Common Elements except as approved in writing by the Developer or the Board of Directors.
6. The Association may retain a pass-key to all Units. No Unit Owner shall alter any lock, nor install a new lock, without the prior written consent of the Board of Directors. Where such consent is given, the Unit Owner shall provide the Association with an additional key.
7. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements, except such as are normally used in small barbecues.
8. No Unit shall have any aluminum foil placed in any window or glass door, nor any reflective substance placed on any glass, except such as is approved in writing by the Board of Directors for energy conservation purposes.

9. No exterior antennae shall be permitted on the Condominium Property or Improvements thereon, provided that Developer shall have the right (but not the obligation) to install and maintain community antennae and radio and television lines, and temporary communications systems.

10. Children will be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of such children.

11. Water closets and other plumbing shall not be used for any purpose other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the member responsible for the damage.

12. Members are not permitted on the roofs for any purpose, except as permitted specifically by the Board of Directors.

13. There shall be no solicitation by any person anywhere in the Buildings for any cause, charity or any purpose whatsoever, unless specifically authorized by the Board of Directors.

14. No boats, boat trailers, other trailers, mobile homes, motor homes, vans used for commercial purposes, motorcycles or commercial vehicles shall be permitted at the Condominium without the prior written consent of the Board of Directors. No vehicle which cannot operate its own power shall be permitted on the Condominium Property. Repairing vehicles on the Condominium Property is prohibited.

Bill Fisch 9/15/98  
BILL FISCH, Secretary

Joanne Dickinson  
JOANNE DICKINSON, Director

Bill Fisch 9/15/98  
BILL FISCH, Director

Tom Graham 98 09 16  
~~THOMAS DUSZYNSKI~~, Director  
TOM GRAHAM



RECORDED IN OFFICIAL RECORDS  
 INSTRUMENT # 1998126806 12 PGS  
 1998 SEP 22 04:29 PM  
 KAREN E. RUSHING  
 CLERK OF CIRCUIT COURT  
 SARASOTA COUNTY, FLORIDA  
 FMILLER Receipt#036200

THIS INSTRUMENT PREPARED BY  
 AND RETURN TO:  
 Robert E. Messick, Esq.  
 Icard, Merrill, et al.  
 2033 Main Street, Suite 600  
 Sarasota, FL 34237

**AMENDMENT ADDING PHASE 2 TO THE  
 DECLARATION OF CONDOMINIUM  
 OF  
 PLAZA DE FLORES, a Condominium**

Pursuant to Paragraph 3 of the Declaration of Condominium of Plaza De Flores, a Condominium, as recorded in Instrument # 1998126802, as per the condominium plat recorded in Condominium Book 32, Page 44-44J of the Public Records of Sarasota County, Florida, the undersigned does hereby submit the land and improvements erected or to be erected on the land described in **EXHIBIT "A"** to this Amendment and herein referred to as Phase 2 of Plaza De Flores to the condominium form of ownership, subject to the aforesaid Declaration and the provisions of the Florida Condominium Act (Chapter 718, Florida Statutes), together with all easements, rights, and appurtenances belonging thereto and all other property, real or personal, which is intended to be used in connection therewith.

The total number of units within this Condominium, inclusive of Phases 1 and 2, is 26 Units.

The ownership of the Common Elements and the Common Surplus and apportionment of Common Expenses of each Unit as provided in Article 5 of the Declaration of Condominium is hereby amended to be an equal 1/26th Percent for each of the 26 Units in this Condominium.

A survey and plot plan of the land hereby submitted to condominium together with the location and identification of all Units and the Common Elements serving the Units is incorporated within **EXHIBIT "B"** together with a Surveyor's Certification of Substantial Completion pursuant to Section 718.104, Florida Statutes.

IN WITNESS WHEREOF, the undersigned has caused these premises to be signed this 22nd day of September, 1998.

WITNESSES:

PLAZA DE FLORES LTD., a Florida Limited Partnership

By: PLAZA DE FLORES DEVELOPMENT CORPORATION, a Florida Corporation

By: [Signature]  
 SOL ROTER, President

[Signature]  
 Paula Moser  
[Signature]  
 CHARITY M. DAVIS

STATE OF FLORIDA  
 COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22nd day of September, 1998, by SOL ROTER, President of PLAZA DE FLORES DEVELOPMENT CORPORATION, a Florida Corporation, corporate general partner of PLAZA DE FLORES LTD., a Florida Limited Partnership, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Robert E. Messick  
 MY COMMISSION # GC529000 EXPIRES  
 May 21, 2000  
 BONDED THROUGH TROY FARM INSURANCE, INC.

Notary Public

[Signature]  
 ROBERT E. MESSICK

## EXHIBIT A

**PLAZA DE FLORES, A CONDOMINIUM, PHASE 2**  
(SUBMITTED TO CONDOMINIUM OWNERSHIP)

THAT PART OF PARCEL Q-B OF PARCEL Q-INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SAID PARCEL Q-B; THENCE ALONG THE NORTH LINE THEREOF, S.89°44'29"E., 393.26 FEET FOR A POINT OF BEGINNING OF LAND BEING DESCRIBED; THENCE CONTINUE S.89°44'29"E., 231.33 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 93°14'36", WHOSE CHORD BEARS S.43°-07'11"E.; THENCE ALONG SAID CURVE IN A CLOCKWISE DIRECTION, 40.69 FEET; TO THE WESTERLY RIGHT OF WAY LINE OF MC INTOSH ROAD (180' PUBLIC R/W); THENCE ALONG SAID RIGHT OF WAY LINE TANGENT TO THE LAST CURVE, S.03°-30'07"W., 211.41 FEET; THENCE N.86°29'53"W., 244.72 FEET; THENCE N.00°-15'31"E., 223.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 57,778.67 SQUARE FEET, MORE OR LESS.

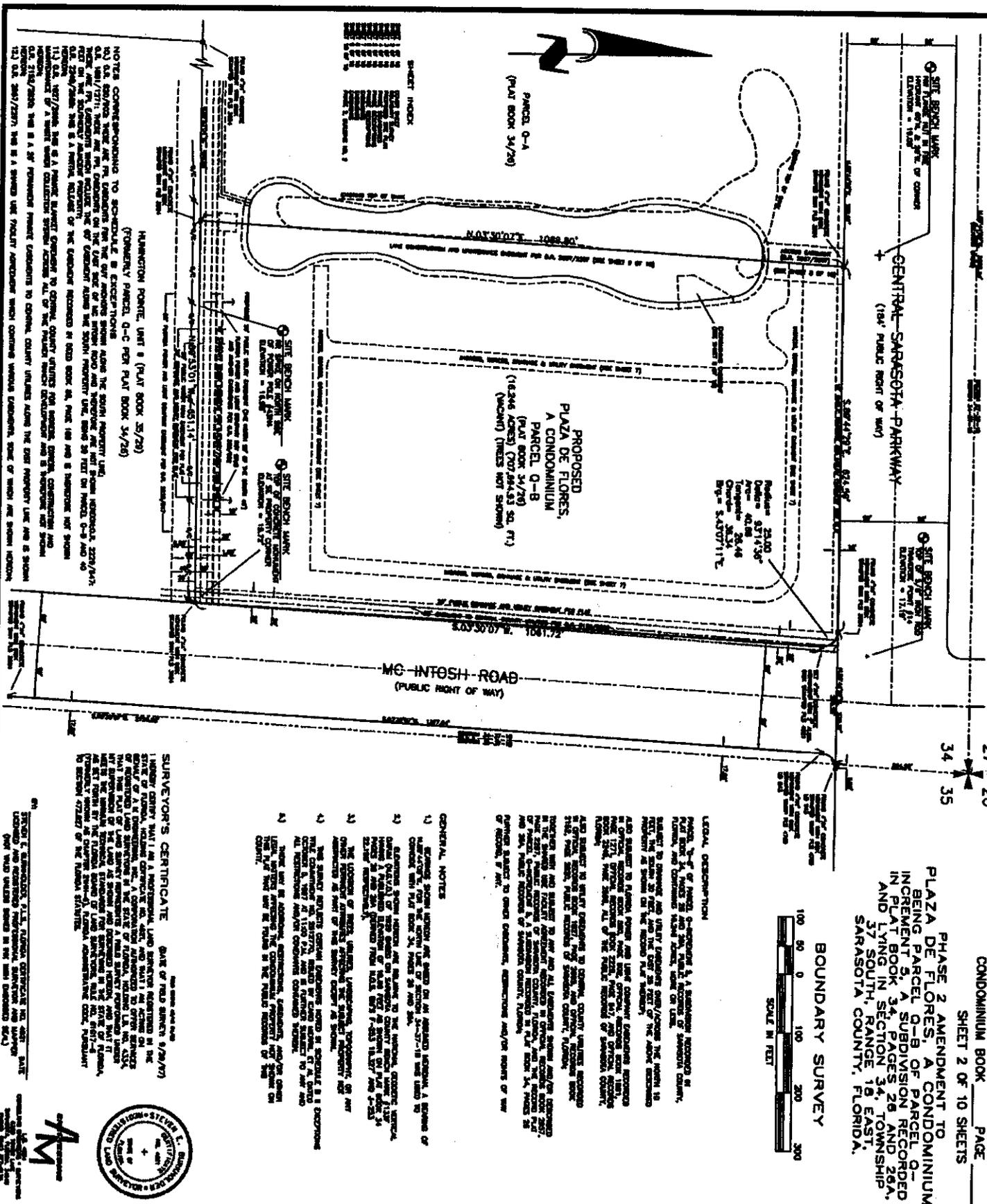
TOGETHER WITH AND SUBJECT TO ANY AND ALL EASEMENTS SHOWN AND/OR DESCRIBED ON THIS CONDOMINIUM PLAT AND ON THE RECORD PLAT OF PARCEL Q-INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

ALSO TOGETHER WITH AND SUBJECT TO EASEMENTS AND OR RESTRICTIONS AS DESCRIBED IN THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK ~~1998126807~~ PAGE \_\_\_\_\_, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

FURTHER SUBJECT TO OTHER EASEMENTS, RESTRICTIONS, AND/OR RIGHTS OF WAY OF RECORD, IF ANY.



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



CONDOMINIUM BOOK PAGE  
SHEET 2 OF 10 SHEETS

PLAZA DE FLORES, A CONDOMINIUM  
BEING PARCEL 0-8 OF PARCEL 0-1  
INCREMENT 5, A SUBDIVISION RECORDED  
IN PLAT BOOK 34 PAGES 26 AND 26A,  
AND LYING IN SECTION 34, TOWNSHIP  
37 SOUTH, RANGE 18 EAST,  
SARASOTA COUNTY, FLORIDA.

BOUNDARY SURVEY  
SCALE IN FEET  
100 50 0 100 200 300

LEGAL DESCRIPTION

THE 2.5 ACRES OF PARCEL 0-8, BEING PARCEL 0-8 OF PARCEL 0-1 INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34 PAGES 26 AND 26A, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, IS HEREBY SURVEYED AND BOUNDARIES ARE SHOWN AS SHOWN ON THIS SURVEY MAP. THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SAME ACCURATELY REPRESENTS THE TRUE AND CORRECT BOUNDARIES OF SAID PARCEL. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 349, F.S., AND THE RULES OF PRACTICE OF THE BOARD OF PROFESSIONAL SURVEYORS AND LAND ENGINEERS OF THE STATE OF FLORIDA. THE SURVEY WAS MADE ON THE 12TH DAY OF DECEMBER, 1998, AT 11:00 P.M. AND IS RETURNED SUBJECT TO ANY AND ALL REVISIONS AND CORRECTIONS AS MAY BE REQUIRED BY THE BOARD OF PROFESSIONAL SURVEYORS AND LAND ENGINEERS OF THE STATE OF FLORIDA.

GENERAL NOTES

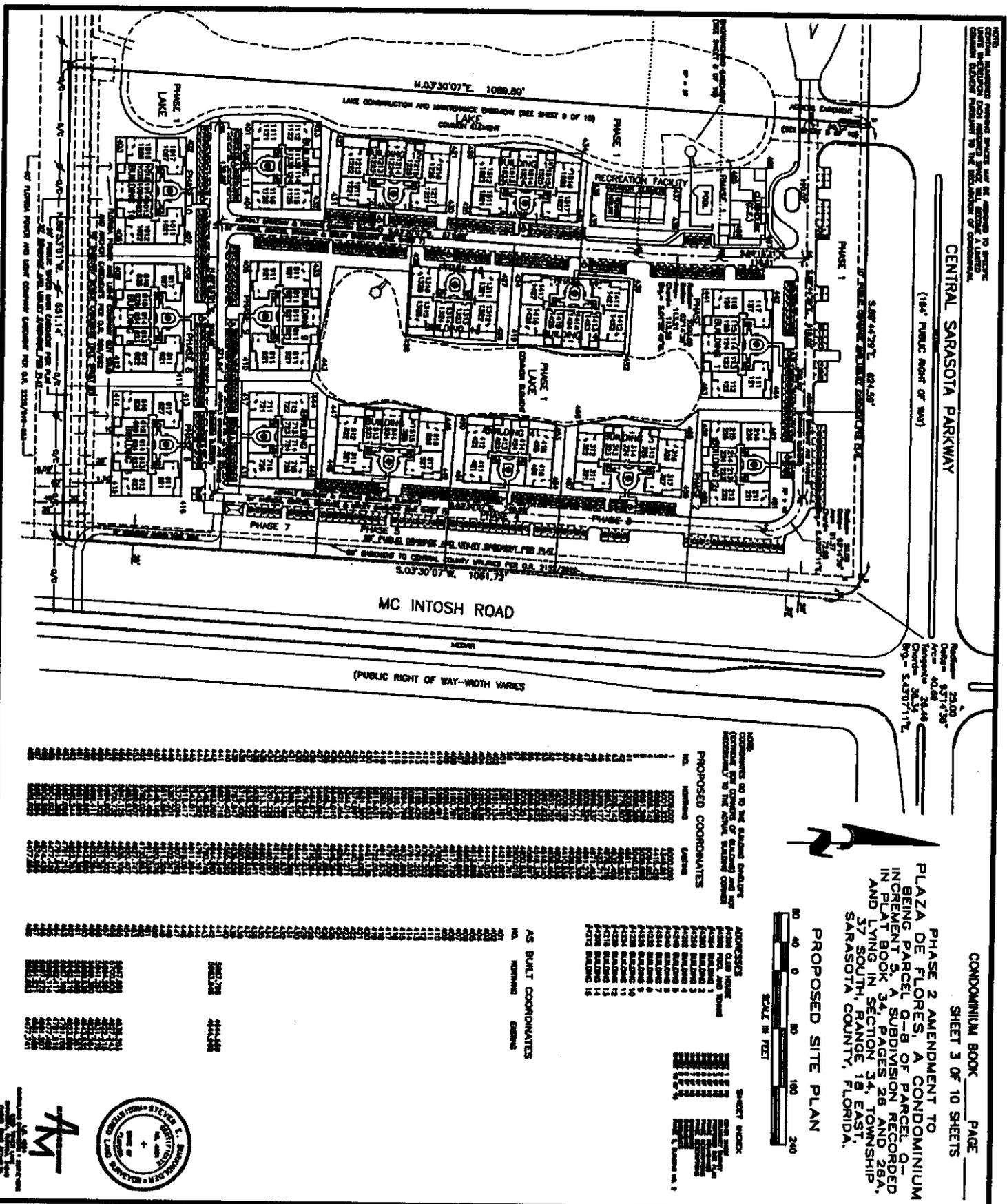
- 1) BEARING AND DISTANCE TO CORNER ARE GIVEN FOR ALL CORNERS EXCEPT A CORNER OF PARCEL 0-8, FOR THE CORNER OF PARCEL 0-8, THE BEARING AND DISTANCE TO CORNER ARE GIVEN IN PLAT BOOK 34, PAGES 26 AND 26A.
- 2) BEARING AND DISTANCE TO CORNER ARE GIVEN FOR ALL CORNERS EXCEPT A CORNER OF PARCEL 0-8, FOR THE CORNER OF PARCEL 0-8, THE BEARING AND DISTANCE TO CORNER ARE GIVEN IN PLAT BOOK 34, PAGES 26 AND 26A.
- 3) THE LOCATION OF ALL CORNERS, INTERSECTIONS, POINTS OF BEGINNING AND POINTS OF TERMINATION OF THIS SURVEY ARE SHOWN ON THIS SURVEY MAP.
- 4) THE SURVEY MAP IS RETURNED TO THE BOARD OF PROFESSIONAL SURVEYORS AND LAND ENGINEERS OF THE STATE OF FLORIDA, AND IS SUBJECT TO ANY AND ALL REVISIONS AND CORRECTIONS AS MAY BE REQUIRED BY THE BOARD OF PROFESSIONAL SURVEYORS AND LAND ENGINEERS OF THE STATE OF FLORIDA.

SURVEYOR'S CERTIFICATE

DATE OF FIELD WORK (8/29/97)  
I, STEVE L. STEVENS, A LICENSED SURVEYOR IN THE STATE OF FLORIDA, HAVE PERSONALLY AND INDEPENDENTLY SURVEYED AND BOUNDARIES ARE SHOWN ON THIS SURVEY MAP. THE SURVEY WAS MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SAME ACCURATELY REPRESENTS THE TRUE AND CORRECT BOUNDARIES OF SAID PARCEL. THE SURVEY WAS MADE IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 349, F.S., AND THE RULES OF PRACTICE OF THE BOARD OF PROFESSIONAL SURVEYORS AND LAND ENGINEERS OF THE STATE OF FLORIDA.



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



CENTRAL SARASOTA PARKWAY  
(16' PUBLIC RIGHT OF WAY)

MC INTOSH ROAD

(PUBLIC RIGHT OF WAY - WIDTH VARIES)

Number: 25100  
Date: 05/14/98  
Project: 25100  
Reg: S-8370/117

PHASE 2 AMENDMENT TO PLAZA DE FLORES, A CONDOMINIUM BEING PARCEL 0-B OF PARCEL 0, INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34 PAGES 26 AND 26A, AND LYING IN SECTION 24, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.



PROPOSED COORDINATES

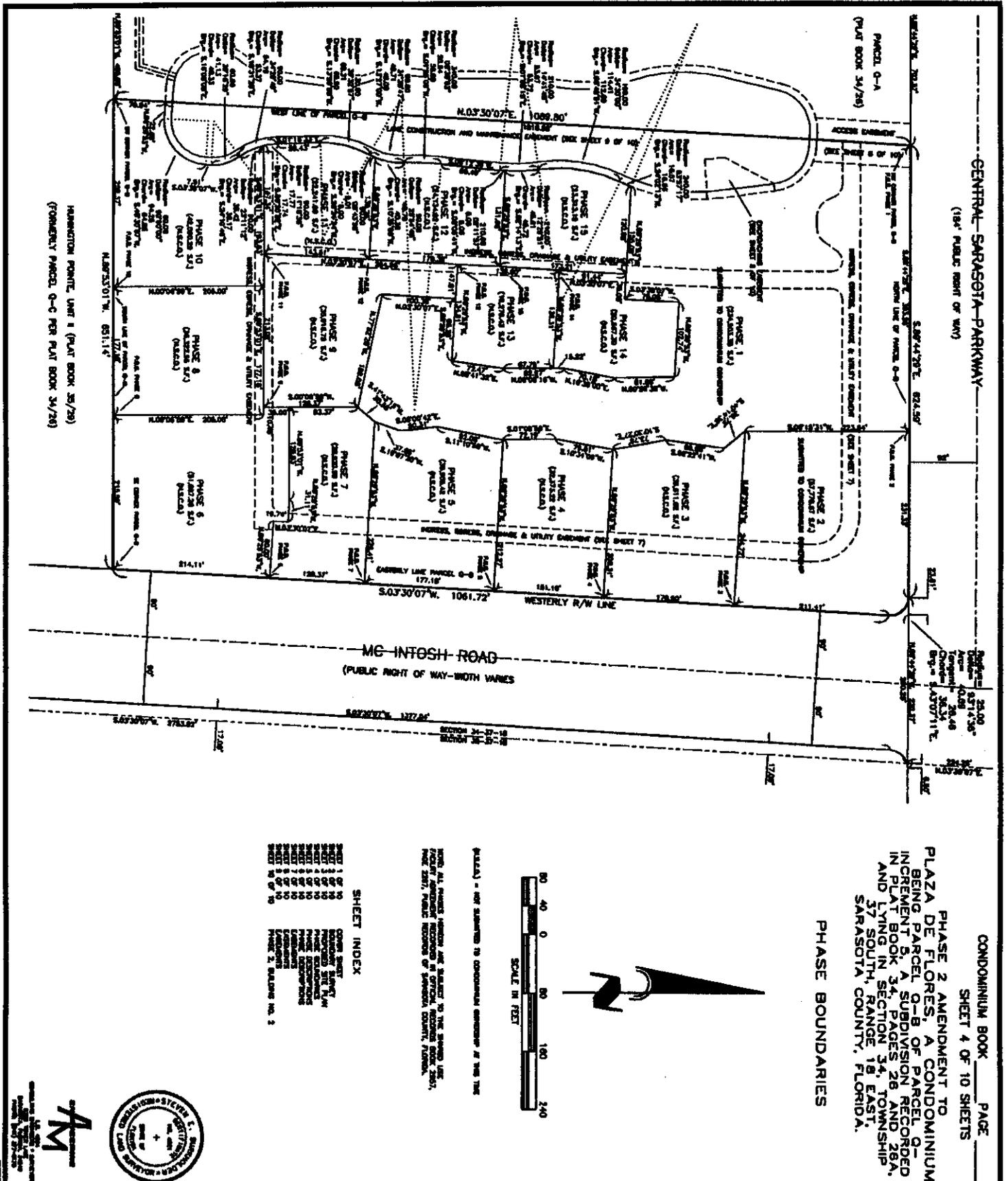
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3	100000	NE	100000.00
4	100000	NW	100000.00
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AS BUILT COORDINATES

NO.	NUMBER	CORNER	COORDINATES
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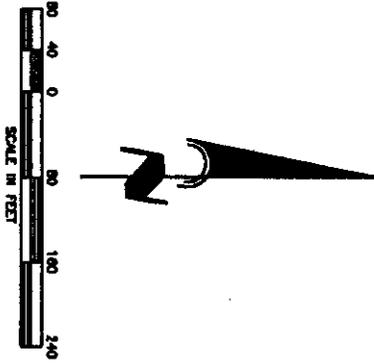


RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.



CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 SHEET 4 OF 10 SHEETS

PHASE 2 AMENDMENT TO PLAZA DE FLORES, A CONDOMINIUM BEING PARCEL 0-B OF PARCEL 0-C IN INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 28A, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.



PHASES 1 - 15 SHOWN TO CONDOMINIUM OWNERS AT THE TIME THIS PLAN WAS RECORDED AT OFFICE OF COUNTY CLERK, SARASOTA COUNTY, FLORIDA, ON 08/11/98.

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

NOTE: ALL PARCELS SHOWN ARE SUBJECT TO THE SHARED USE PLAN FOR PLAZA DE FLORES, A CONDOMINIUM, PHASE 2, PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

PHASE 2 AMENDMENT TO PLAZA DE FLORES, A CONDOMINIUM BEING PARCEL 0-B OF PARCEL 0-1 IN INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH RANGE 18 EAST, SARASOTA COUNTY, FLORIDA. PHASE DESCRIPTIONS

PLAZA DE FLORES, A CONDOMINIUM, PHASE 1 (SEE PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RECORDED AS FOLLOWS: ...)

PLAZA DE FLORES, A CONDOMINIUM, PHASE 2 (SEE PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RECORDED AS FOLLOWS: ...)

PLAZA DE FLORES, A CONDOMINIUM, PHASE 3 (SEE PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RECORDED AS FOLLOWS: ...)

PLAZA DE FLORES, A CONDOMINIUM, PHASE 4 (SEE PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RECORDED AS FOLLOWS: ...)

CONVEYANCE OF THE NE CORNER OF SAID PARCEL 0-B-1 FOR A PORTION OF PARCELS 0-B-1 AND 0-B-2 OF PARCEL 0-1 IN INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RECORDED AS FOLLOWS: ...

CONVEYANCE OF THE NE CORNER OF SAID PARCEL 0-B-1 FOR A PORTION OF PARCELS 0-B-1 AND 0-B-2 OF PARCEL 0-1 IN INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RECORDED AS FOLLOWS: ...

CONVEYANCE OF THE NE CORNER OF SAID PARCEL 0-B-1 FOR A PORTION OF PARCELS 0-B-1 AND 0-B-2 OF PARCEL 0-1 IN INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RECORDED AS FOLLOWS: ...

CONVEYANCE OF THE NE CORNER OF SAID PARCEL 0-B-1 FOR A PORTION OF PARCELS 0-B-1 AND 0-B-2 OF PARCEL 0-1 IN INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RECORDED AS FOLLOWS: ...

CONVEYANCE OF THE NE CORNER OF SAID PARCEL 0-B-1 FOR A PORTION OF PARCELS 0-B-1 AND 0-B-2 OF PARCEL 0-1 IN INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RECORDED AS FOLLOWS: ...

CONVEYANCE OF THE NE CORNER OF SAID PARCEL 0-B-1 FOR A PORTION OF PARCELS 0-B-1 AND 0-B-2 OF PARCEL 0-1 IN INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RECORDED AS FOLLOWS: ...

CONVEYANCE OF THE NE CORNER OF SAID PARCEL 0-B-1 FOR A PORTION OF PARCELS 0-B-1 AND 0-B-2 OF PARCEL 0-1 IN INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RECORDED AS FOLLOWS: ...

CONVEYANCE OF THE NE CORNER OF SAID PARCEL 0-B-1 FOR A PORTION OF PARCELS 0-B-1 AND 0-B-2 OF PARCEL 0-1 IN INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RECORDED AS FOLLOWS: ...

CONVEYANCE OF THE NE CORNER OF SAID PARCEL 0-B-1 FOR A PORTION OF PARCELS 0-B-1 AND 0-B-2 OF PARCEL 0-1 IN INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RECORDED AS FOLLOWS: ...

CONVEYANCE OF THE NE CORNER OF SAID PARCEL 0-B-1 FOR A PORTION OF PARCELS 0-B-1 AND 0-B-2 OF PARCEL 0-1 IN INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RECORDED AS FOLLOWS: ...

CONVEYANCE OF THE NE CORNER OF SAID PARCEL 0-B-1 FOR A PORTION OF PARCELS 0-B-1 AND 0-B-2 OF PARCEL 0-1 IN INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RECORDED AS FOLLOWS: ...

CONVEYANCE OF THE NE CORNER OF SAID PARCEL 0-B-1 FOR A PORTION OF PARCELS 0-B-1 AND 0-B-2 OF PARCEL 0-1 IN INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, RECORDED AS FOLLOWS: ...

SHEET INDEX table with columns for SHEET NO., CONVEYANCE, and PHASE.















RECORDED IN OFFICIAL RECORDS  
 INSTRUMENT # 1998126807 12 PGS  
 1998 SEP 22 04:29 PM  
 KAREN E. RUSHING  
 CLERK OF CIRCUIT COURT  
 SARASOTA COUNTY, FLORIDA  
 FMILLER Receipt#036200

THIS INSTRUMENT PREPARED BY  
 AND RETURN TO:  
 Robert E. Messick, Esq.  
 Icard, Merrill, et al.  
 2033 Main Street, Suite 600  
 Sarasota, FL 34237

**AMENDMENT ADDING PHASE 3 TO THE  
 DECLARATION OF CONDOMINIUM  
 OF  
 PLAZA DE FLORES, a Condominium**

Pursuant to Paragraph 3 of the Declaration of Condominium of Plaza De Flores, a Condominium, as recorded in Instrument # 1998126802, as per the condominium plat recorded in Condominium Book 32, Page 44-44J of the Public Records of Sarasota County, Florida, the undersigned does hereby submit the land and improvements erected or to be erected on the land described in **EXHIBIT "A"** to this Amendment and herein referred to as Phase 3 of Plaza De Flores to the condominium form of ownership, subject to the aforesaid Declaration and the provisions of the Florida Condominium Act (Chapter 718, Florida Statutes), together with all easements, rights, and appurtenances belonging thereto and all other property, real or personal, which is intended to be used in connection therewith.

The total number of Units within this Condominium, inclusive of Phases 1 through 3, is 40 Units.

The ownership of the Common Elements and the Common Surplus and apportionment of Common Expenses of each Unit as provided in Article 5 of the Declaration of Condominium is hereby amended to be an equal 1/40th Percent for each of the 40 Units in this Condominium.

A survey and plot plan of the land hereby submitted to condominium together with the location and identification of all Units and the Common Elements serving the Units is incorporated within **EXHIBIT "B"** together with a Surveyor's Certification of Substantial Completion pursuant to Section 718.104, Florida Statutes.

IN WITNESS WHEREOF, the undersigned has caused these premises to be signed this 22nd day of September, 1998.

WITNESSES:

PLAZA DE FLORES LTD., a Florida Limited Partnership

By: PLAZA DE FLORES DEVELOPMENT CORPORATION, a Florida Corporation

By: [Signature]  
 SOL ROTER, President

[Signature]  
 Paula Moser  
[Signature]  
 CHARITY M. DAVIS  
 STATE OF FLORIDA  
 COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22nd day of September, 1998, by SOL ROTER, President of PLAZA DE FLORES DEVELOPMENT CORPORATION, a Florida Corporation, corporate general partner of PLAZA DE FLORES LTD., a Florida Limited Partnership, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Robert F. Messick  
 MY COMMISSION # CC529000 EXPIRES  
 May 21, 2000  
 BONDED THRU TROY FAJN INSURANCE, INC.

Notary Public

[Signature]  
 ROBERT E. MESSICK

## EXHIBIT A

**PLAZA DE FLORES, A CONDOMINIUM, PHASE 3**  
(NOT SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME)

THAT PART OF PARCEL Q-B OF PARCEL Q-INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS;

COMMENCE AT THE NW CORNER OF SAID PARCEL Q-B; THENCE ALONG THE NORTH LINE THEREOF, S.89°44'29"E., 624.59 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 93°14'36", WHOSE CHORD BEARS S.43°07'11"E.; THENCE ALONG SAID CURVE IN A CLOCKWISE DIRECTION, 40.69 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MC INTOSH ROAD (180' PUBLIC R/W); THENCE ALONG SAID RIGHT OF WAY LINE TANGENT TO THE LAST CURVE, S.03°30'07"W., 211.41 FEET TO THE POINT OF BEGINNING OF LAND BEING DESCRIBED; THENCE CONTINUE S.03°30'07"W., 178.50 FEET; N.86°29'53"W., 208.31 FEET; THENCE N.10°30'27"W., 73.76 FEET; THENCE N.08°22'41"E., 80.68 FEET; THENCE N.40°14'36"W., 36.75 FEET; THENCE S.86°29'53"E., 244.72 FEET TO THE POINT OF BEGINNING AND CONTAINING 39,611.62 SQUARE FEET, MORE OR LESS.

TOGETHER WITH AND SUBJECT TO ANY AND ALL EASEMENTS SHOWN AND/OR DESCRIBED ON THIS CONDOMINIUM PLAT AND ON THE RECORD PLAT OF PARCEL Q-INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

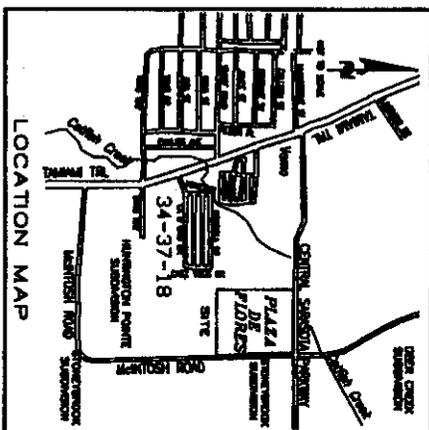
ALSO TOGETHER WITH AND SUBJECT TO EASEMENTS AND OR RESTRICTIONS AS DESCRIBED IN THE DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 1998126807 PAGE \_\_\_\_\_, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA;

FURTHER SUBJECT TO OTHER EASEMENTS, RESTRICTIONS, AND/OR RIGHTS OF WAY OF RECORD, IF ANY.

EXHIBIT B

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

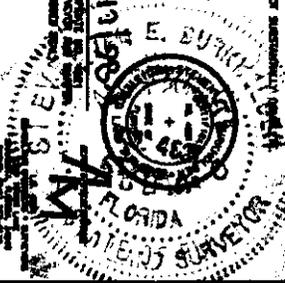
PHASE 3 AMENDMENT TO PLAZA DE FLORES, A CONDOMINIUM BEING PARCEL O-B OF PARCEL O-INCREMENT 5, AND 26 A, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26 A, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.



CASAPOLITE
LOC OF THE FOLLOWING CONDOMINIUM IS A CONDOMINIUM...
CONDOMINIUM...
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PLAZA DE LA LIBERTAD...
PLAZA DE LA PATRIA...
PLAZA DE LA VICTORIA...
PLAZA DE LA PAZ...
PLAZA DE LA JUSTITIA...
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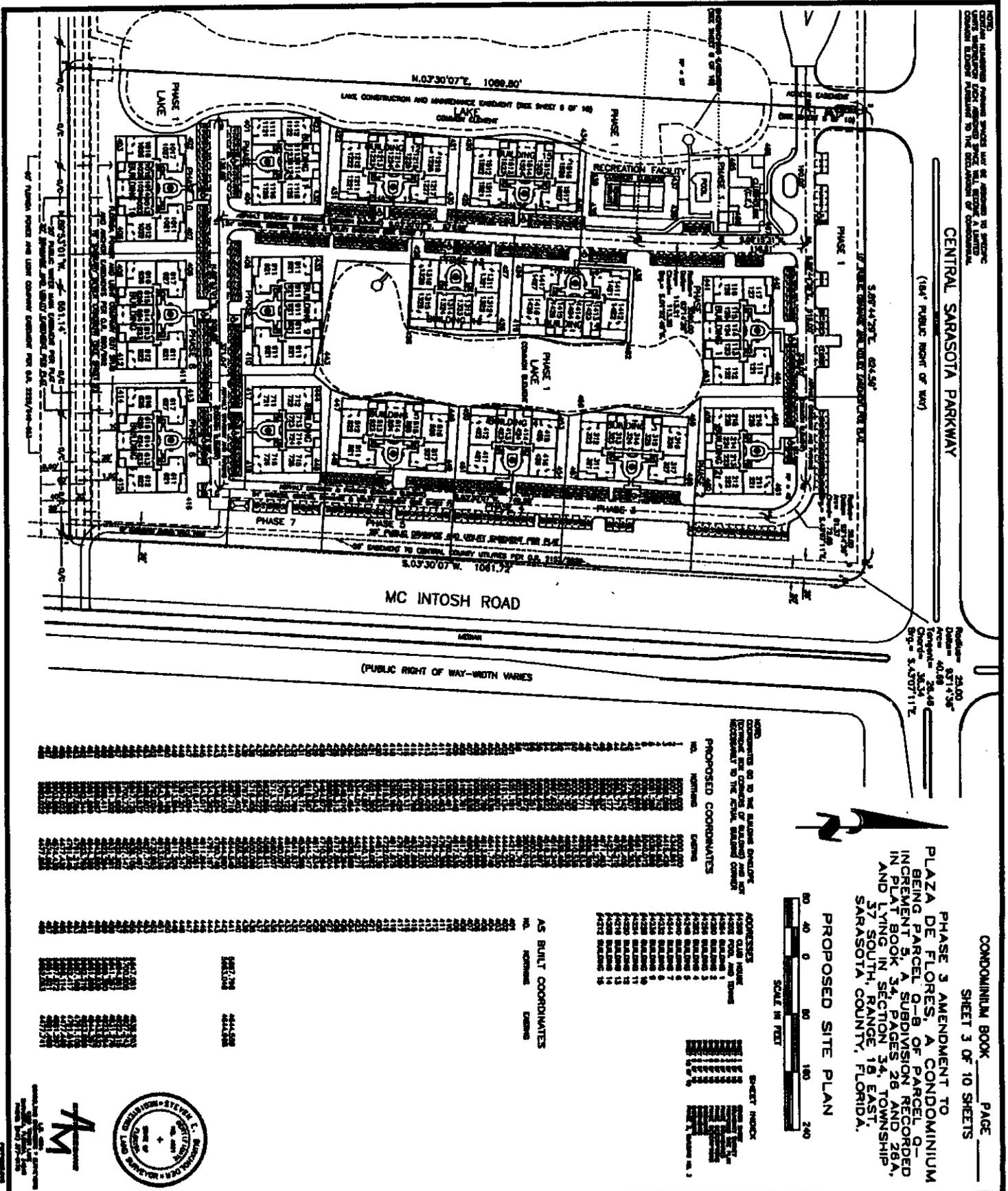
- PLAZA DE FLORES MASTER LEGAL DESCRIPTION
SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.
PLAZA DE FLORES...
PLAZA DE LA LIBERTAD...
PLAZA DE LA PATRIA...
PLAZA DE LA VICTORIA...
PLAZA DE LA PAZ...
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UNIT BOUNDARIES
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RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.



CENTRAL SARASOTA PARKWAY  
(18' PUBLIC RIGHT OF WAY)

MC INTOSH ROAD

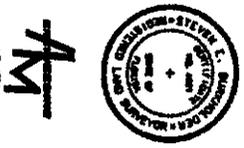
(PUBLIC RIGHT OF WAY—WIDTH VARIES)

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Page: 437  
Area: 40.88  
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Chord: 36.34  
Bearing: S 14.07° 11'E



PHASE 3 AMENDMENT TO PLAZA DE FLORES, A CONDOMINIUM BEING PARCEL O-B OF PARCEL O-1 IN PLAT BOOK 24 DIVISION 28 AND 28A, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.

NO.	ADDRESS	NO.	ADDRESS
1	1001 1ST ST	1	1001 1ST ST
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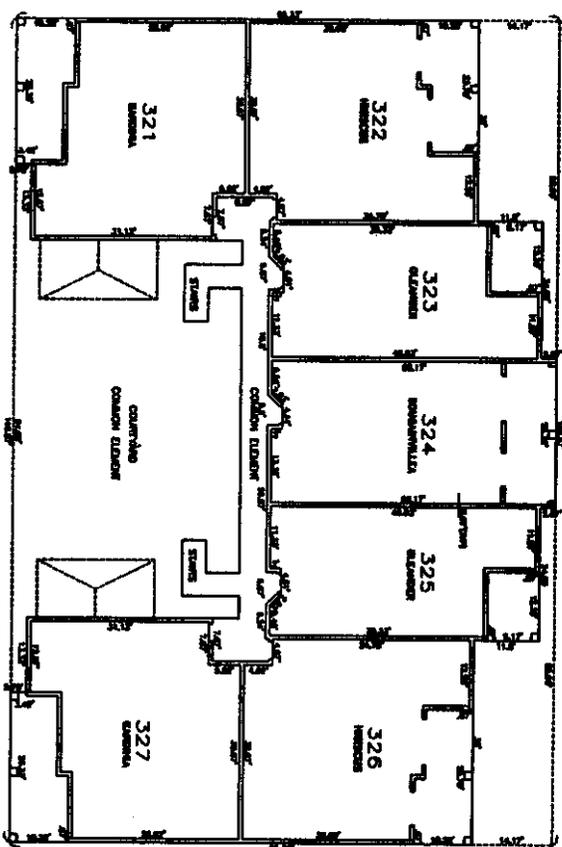
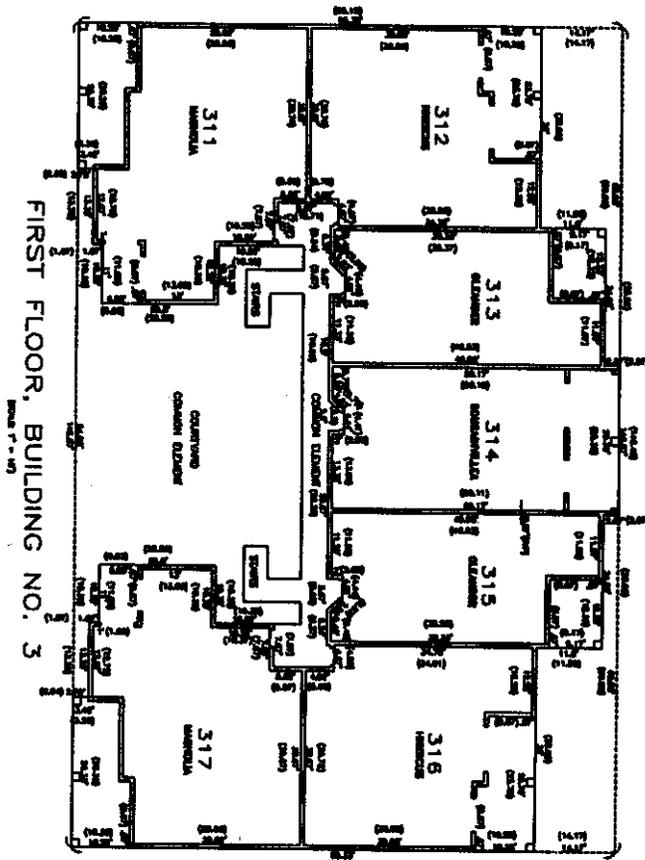








RECORDERS MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.



CONDOMINIUM BOOK PAGE

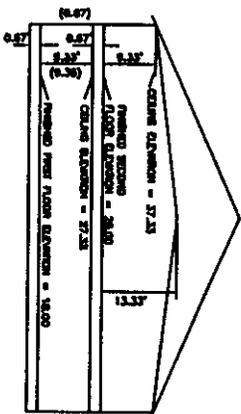
SHEET 10 OF 10 SHEETS

PHASE 3 AMENDMENT TO PLAZA DE FLORES, A CONDOMINIUM BEING PARCEL 0-B OF PARCEL 0-1 IN CEMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 28 AND 25A, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.

PHASE 3 BUILDING NO. 3 DETAIL



322 DENOTES UNIT NO.  
2375' DENOTES PLUM DIMENSION  
(23.75) DENOTES AS-BUILT DIMENSION



NOTE: DIMENSIONS SHOWN ARE THE UNFINISHED DIMENSIONS OF THE UNIT WHICH ARE TO THE VERTICAL FACE OF THE CONCRETE OR BRICK WALL OR TO THE CENTERLINE OF THE WALL, UNLESS OTHERWISE NOTED. DIMENSIONS TO THE CENTERLINE OF THE WALL SHALL BE SHOWN. DIMENSIONS TO THE FINISHED SURFACE OF THE WALL SHALL BE SHOWN. DIMENSIONS TO THE FINISHED SURFACE OF THE WALL SHALL BE SHOWN. DIMENSIONS TO THE FINISHED SURFACE OF THE WALL SHALL BE SHOWN. DIMENSIONS TO THE FINISHED SURFACE OF THE WALL SHALL BE SHOWN.

SHEET INDEX

SHEET 1	OF 10	COMMON SHEET
SHEET 2	OF 10	COMMON SHEET
SHEET 3	OF 10	COMMON SHEET
SHEET 4	OF 10	COMMON SHEET
SHEET 5	OF 10	COMMON SHEET
SHEET 6	OF 10	COMMON SHEET
SHEET 7	OF 10	COMMON SHEET
SHEET 8	OF 10	COMMON SHEET
SHEET 9	OF 10	COMMON SHEET
SHEET 10	OF 10	COMMON SHEET



Rec-98.50

✓ 173

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
Robert E. Messick, Esq.  
Icard, Merrill, et al.  
2033 Main Street, Suite 600  
Sarasota, FL 34237



RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 1999063447 12 PGS  
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KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
FMILLER Receipt#102359

**AMENDMENT ADDING PHASE 4 TO THE  
DECLARATION OF CONDOMINIUM  
OF  
PLAZA DE FLORES, a Condominium**

Pursuant to Paragraph 3 of the Declaration of Condominium of Plaza De Flores, a Condominium, as recorded as Official Records Instrument # 1998126802, as amended by Amendment adding Phase II, recorded as Official Records Instrument # 1998126806, and as amended by Amendment adding Phase III recorded as Official Records Instrument # 1998126807, and per the condominium plat recorded in Condominium Book 32, Page 44 through 44-J, 45 through 45-I and 46 through 46-I, inclusive, of the Public Records of Sarasota County, Florida, the undersigned does hereby submit the land and improvements erected or to be erected on the land described in **EXHIBIT "A"** to this Amendment and herein referred to as Phase 4 of Plaza De Flores to the condominium form of ownership, subject to the aforesaid Declaration and the provisions of the Florida Condominium Act (Chapter 718, Florida Statutes), together with all easements, rights, and appurtenances belonging thereto and all other property, real or personal, which is intended to be used in connection therewith.

The total number of Units within this Condominium, inclusive of Phases 1 through 4, is 52 Units.

The ownership of the Common Elements and the Common Surplus and apportionment of Common Expenses of each Unit as provided in Article 5 of the Declaration of Condominium is hereby amended to be an equal 1/52nd Percent for each of the 52 Units in this Condominium.

A survey and plot plan of the land hereby submitted to condominium together with the location and identification of all Units and the Common Elements serving the Units is incorporated within **EXHIBIT "B"** together with a Surveyor's Certification of Substantial Completion pursuant to Section 718.104, Florida Statutes.

IN WITNESS WHEREOF, the undersigned has caused these premises to be signed this 5th day of May, 1999.

WITNESSES:

PLAZA DE FLORES LTD., a Florida Limited Partnership

By: PLAZA DE FLORES DEVELOPMENT CORPORATION, a Florida Corporation

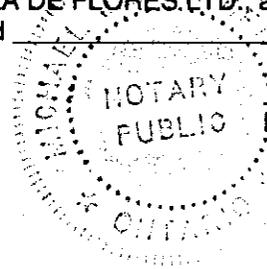
By: [Signature]  
SOL ROTER, President

[Signature]  
WITNESS:

[Signature]  
WITNESS:

DOMINION OF CANADA  
PROVINCE OF Ontario

The foregoing instrument was acknowledged before me this 5th day of May, 1999, by SOL ROTER, President of PLAZA DE FLORES DEVELOPMENT CORPORATION, a Florida Corporation, corporate general partner of PLAZA DE FLORES LTD., a Florida Limited Partnership, who is personally known to me or who has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
Michael Bennett

## EXHIBIT "A"

LEGAL DESCRIPTION  
PHASE 4  
PLAZA DE FLORES, a CondominiumPLAZA DE FLORES, A CONDOMINIUM, PHASE 4  
(SUBMITTED TO CONDOMINIUM OWNERSHIP)

THAT PART OF PARCEL Q-B OF PARCEL Q-INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

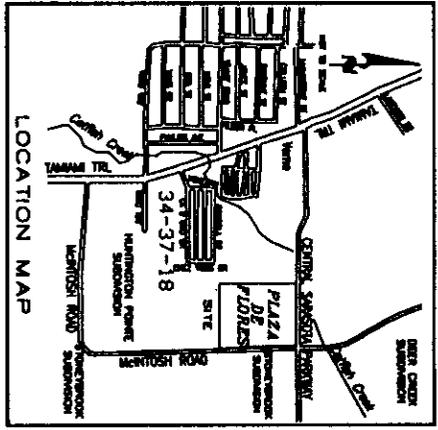
COMMENCE AT THE NW CORNER OF SAID PARCEL Q-B; THENCE ALONG THE NORTH LINE THEREOF, S.89°44'29"E., 624.59 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 93°14'36", WHOSE CHORD BEARS S.43°07'11"E.; THENCE ALONG SAID CURVE IN A CLOCKWISE DIRECTION, 40.69 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MC INTOSH ROAD (180' PUBLIC R/W); THENCE ALONG SAID RIGHT OF WAY LINE TANGENT TO THE LAST CURVE, S.03°30'07"W., 389.91 FEET TO THE POINT OF BEGINNING OF LAND BEING DESCRIBED; THENCE CONTINUE S.03°30'07"W., 151.16 FEET; N.86°29'53"W., 212.27 FEET; THENCE N.01°08'58"W., 72.19 FEET; THENCE N.10°34'09"E., 79.81 FEET; THENCE S.86°29'53"E., 208.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 32,373.22 SQUARE FEET, MORE OR LESS.

Together with and subject to any and all easements shown and/or described on Condominium Plat, recorded in Condominium Book 32, Pages 44 through 44-J, 45 through 45-I and 46 through 46-I and on the record plat of Parcel Q - Increment 5, a Subdivision, recorded in Plat Book 34, Pages 26 and 26A, Public Records of Sarasota County, Florida.

Also together with and subject to easements and/or restrictions as described in the Declaration of Condominium, recorded as Official Records Instrument #1998126802, as amended by Amendment adding Phase II, recorded as Official Records Instrument #1998126806, and as amended by Amendment adding Phase III, recorded as Official Records Instrument #1998126807, Public Records of Sarasota County, Florida.

Further subject to other easements, restrictions and/or Rights of Way of Record, if any.

PHASE 4 AMENDMENT TO PLAZA DE FLORES, A CONDOMINIUM BEING PARCEL 0-B OF PARCEL 0-INCREMENT 5, AND 26 A, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26 A, AND LYING IN TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.



EASEMENTS

Each of the following easements is a covenant running with the land of the Condominium and is intended to be enforceable by the Declarant, its successors and assigns, and the Unit Owners, their heirs, assigns and successors, and shall survive the termination of the Condominium and the expiration of any term of the Condominium.

UNITAS. As used in this Declaration, the term "UNITAS" shall mean the unit owner of a unit in the Condominium who is a natural person, a corporation, a partnership, a limited liability company, a trust, or any other legal entity, and shall include the heirs, assigns and successors of the unit owner.

RIGHT OF ENTRY TO UNIT. The Unit Owner of a unit in the Condominium shall have the right of entry to the unit at any time for the purpose of inspecting, repairing, maintaining, or improving the unit or any part thereof, or for the purpose of enforcing the provisions of this Declaration.

CONDOMINIUM. The Condominium shall consist of all the units in the Condominium, the common areas, and the other real property owned by the Unit Owners for the common use and enjoyment of the Unit Owners.

CONDOMINIUM. The Condominium shall consist of all the units in the Condominium, the common areas, and the other real property owned by the Unit Owners for the common use and enjoyment of the Unit Owners.

PLAZA DE FLORES MASTER LEGAL DESCRIPTION (OVERALL BOUNDARIES)

PLAZA DE FLORES MASTER LEGAL DESCRIPTION (OVERALL BOUNDARIES) PLAZA DE FLORES, A CONDOMINIUM, is a subdivision of land located in Sarasota County, Florida, and is bounded by the following boundaries: ...

UNIT BOUNDARIES. The boundaries of the units in the Condominium shall be as shown on the plat of the Condominium, and shall be enforceable by the Unit Owners.

GENERAL NOTES. The Unit Owners shall be bound by the provisions of this Declaration, and shall be responsible for the maintenance and repair of their units.

- 1) The Unit Owners shall be bound by the provisions of this Declaration, and shall be responsible for the maintenance and repair of their units.
2) The Unit Owners shall be bound by the provisions of this Declaration, and shall be responsible for the maintenance and repair of their units.
3) The Unit Owners shall be bound by the provisions of this Declaration, and shall be responsible for the maintenance and repair of their units.

CONDOMINIUM BOOK 34, PAGE 23-221 SHEET 1 OF 10 SHEETS

Table with 2 columns: SHEET INDEX and CONDOMINIUM BOOK/PAGE. Rows include sheets 1 through 10.

UNIT BOUNDARIES

UNIT BOUNDARIES. The boundaries of the units in the Condominium shall be as shown on the plat of the Condominium, and shall be enforceable by the Unit Owners.

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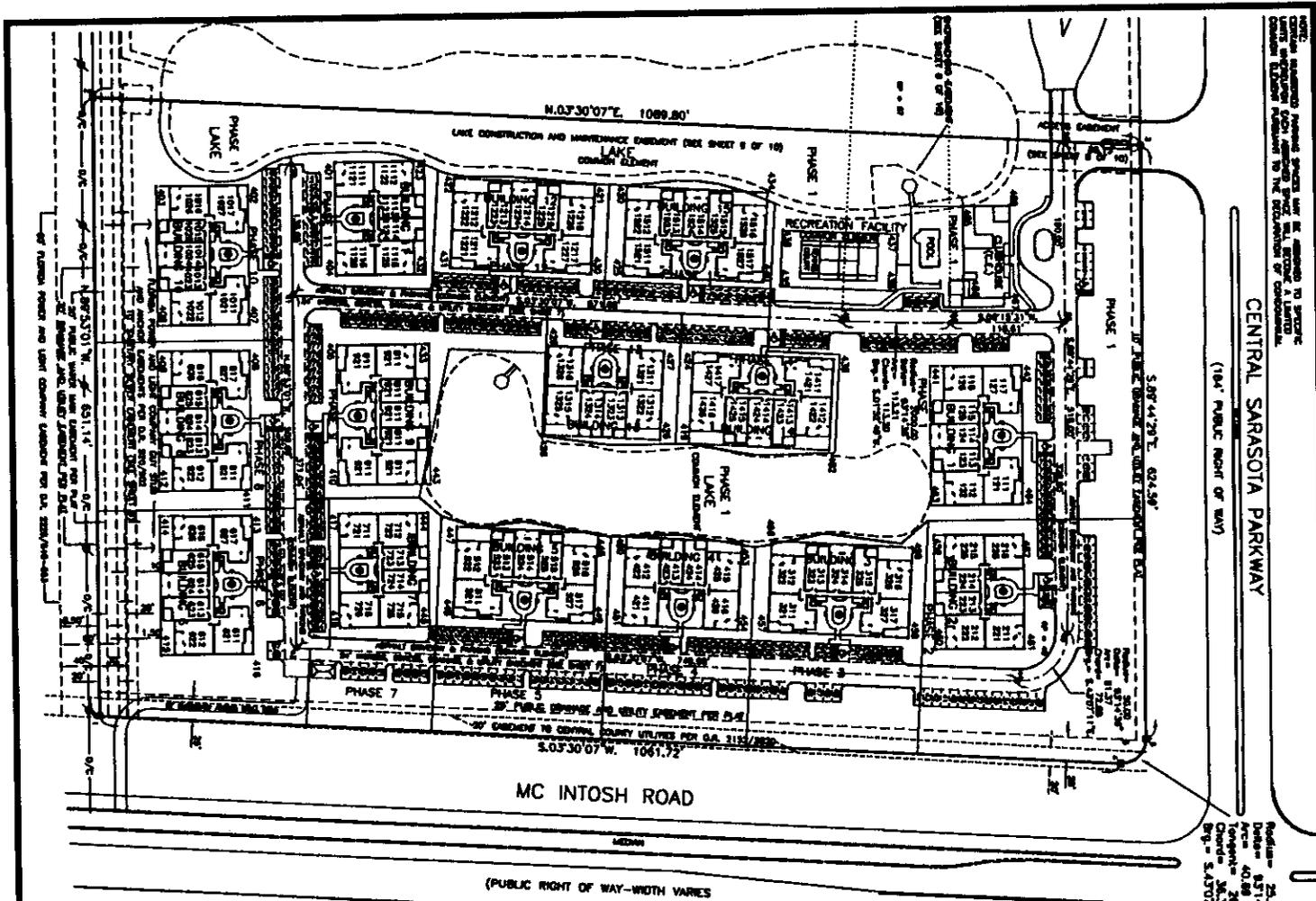
UNIT BOUNDARIES. The boundaries of the units in the Condominium shall be as shown on the plat of the Condominium, and shall be enforceable by the Unit Owners.

UNIT BOUNDARIES. The boundaries of the units in the Condominium shall be as shown on the plat of the Condominium, and shall be enforceable by the Unit Owners.

1/4 1/2 3/4 1 1 1/2 2 2 1/2 3 3 1/2 4 4 1/2 5 5 1/2 6 6 1/2 7 7 1/2 8 8 1/2 9 9 1/2 10 10 1/2







CONTOUR LINES INDICATE PROPOSED GRADES AND ARE SUBJECT TO SURVEY. LANDS WITH EXISTING OR PROPOSED UTILITIES SHALL BE SHOWN AS A LIMITED CONDITION. EXISTING UTILITIES SHALL BE SHOWN AS A LIMITED CONDITION.

CENTRAL SARASOTA PARKWAY  
(164' PUBLIC RIGHT OF WAY)

5.87°44'29"E, 624.58'

5.87°44'29"E, 624.58'

N.03°30'07"E, 1089.80'

LAKE CONSTRUCTION AND MAINTENANCE ELEMENT (SEE SHEET 8 OF 10)  
LAKE CONSTRUCTION ELEMENT

S.03°30'07"W, 1061.72'

MC INTOSH ROAD

(PUBLIC RIGHT OF WAY—WIDTH VARIES)

Phase - 25,000  
Area - 40.88  
Owner - MCA  
Prep - S/8/07/11'

CONDOMINIUM BOOK 37 PAGE 23-24  
SHEET 3 OF 10 SHEETS

PHASE 4 AMENDMENT TO PLAZA DE FLORES, A CONDOMINIUM BEING PARCEL O-B OF PARCEL O-INCREMENT 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

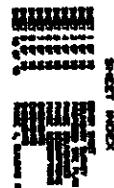
PROPOSED COORDINATES

AS BUILT COORDINATES

NO.	NORTHING	EASTING	ADDRESS
1	2011.00	4011.00	1000 BLDG 1
2	2011.00	4012.00	1000 BLDG 2
3	2011.00	4013.00	1000 BLDG 3
4	2011.00	4014.00	1000 BLDG 4
5	2011.00	4015.00	1000 BLDG 5
6	2011.00	4016.00	1000 BLDG 6
7	2011.00	4017.00	1000 BLDG 7
8	2011.00	4018.00	1000 BLDG 8
9	2011.00	4019.00	1000 BLDG 9
10	2011.00	4020.00	1000 BLDG 10
11	2011.00	4021.00	1000 BLDG 11
12	2011.00	4022.00	1000 BLDG 12
13	2011.00	4023.00	1000 BLDG 13
14	2011.00	4024.00	1000 BLDG 14
15	2011.00	4025.00	1000 BLDG 15
16	2011.00	4026.00	1000 BLDG 16
17	2011.00	4027.00	1000 BLDG 17
18	2011.00	4028.00	1000 BLDG 18
19	2011.00	4029.00	1000 BLDG 19
20	2011.00	4030.00	1000 BLDG 20
21	2011.00	4031.00	1000 BLDG 21
22	2011.00	4032.00	1000 BLDG 22
23	2011.00	4033.00	1000 BLDG 23
24	2011.00	4034.00	1000 BLDG 24
25	2011.00	4035.00	1000 BLDG 25
26	2011.00	4036.00	1000 BLDG 26
27	2011.00	4037.00	1000 BLDG 27
28	2011.00	4038.00	1000 BLDG 28
29	2011.00	4039.00	1000 BLDG 29
30	2011.00	4040.00	1000 BLDG 30
31	2011.00	4041.00	1000 BLDG 31
32	2011.00	4042.00	1000 BLDG 32
33	2011.00	4043.00	1000 BLDG 33
34	2011.00	4044.00	1000 BLDG 34
35	2011.00	4045.00	1000 BLDG 35
36	2011.00	4046.00	1000 BLDG 36
37	2011.00	4047.00	1000 BLDG 37
38	2011.00	4048.00	1000 BLDG 38
39	2011.00	4049.00	1000 BLDG 39
40	2011.00	4050.00	1000 BLDG 40
41	2011.00	4051.00	1000 BLDG 41
42	2011.00	4052.00	1000 BLDG 42
43	2011.00	4053.00	1000 BLDG 43
44	2011.00	4054.00	1000 BLDG 44
45	2011.00	4055.00	1000 BLDG 45
46	2011.00	4056.00	1000 BLDG 46
47	2011.00	4057.00	1000 BLDG 47
48	2011.00	4058.00	1000 BLDG 48
49	2011.00	4059.00	1000 BLDG 49
50	2011.00	4060.00	1000 BLDG 50
51	2011.00	4061.00	1000 BLDG 51
52	2011.00	4062.00	1000 BLDG 52
53	2011.00	4063.00	1000 BLDG 53
54	2011.00	4064.00	1000 BLDG 54
55	2011.00	4065.00	1000 BLDG 55
56	2011.00	4066.00	1000 BLDG 56
57	2011.00	4067.00	1000 BLDG 57
58	2011.00	4068.00	1000 BLDG 58
59	2011.00	4069.00	1000 BLDG 59
60	2011.00	4070.00	1000 BLDG 60
61	2011.00	4071.00	1000 BLDG 61
62	2011.00	4072.00	1000 BLDG 62
63	2011.00	4073.00	1000 BLDG 63
64	2011.00	4074.00	1000 BLDG 64
65	2011.00	4075.00	1000 BLDG 65
66	2011.00	4076.00	1000 BLDG 66
67	2011.00	4077.00	1000 BLDG 67
68	2011.00	4078.00	1000 BLDG 68
69	2011.00	4079.00	1000 BLDG 69
70	2011.00	4080.00	1000 BLDG 70
71	2011.00	4081.00	1000 BLDG 71
72	2011.00	4082.00	1000 BLDG 72
73	2011.00	4083.00	1000 BLDG 73
74	2011.00	4084.00	1000 BLDG 74
75	2011.00	4085.00	1000 BLDG 75
76	2011.00	4086.00	1000 BLDG 76
77	2011.00	4087.00	1000 BLDG 77
78	2011.00	4088.00	1000 BLDG 78
79	2011.00	4089.00	1000 BLDG 79
80	2011.00	4090.00	1000 BLDG 80
81	2011.00	4091.00	1000 BLDG 81
82	2011.00	4092.00	1000 BLDG 82
83	2011.00	4093.00	1000 BLDG 83
84	2011.00	4094.00	1000 BLDG 84
85	2011.00	4095.00	1000 BLDG 85
86	2011.00	4096.00	1000 BLDG 86
87	2011.00	4097.00	1000 BLDG 87
88	2011.00	4098.00	1000 BLDG 88
89	2011.00	4099.00	1000 BLDG 89
90	2011.00	4100.00	1000 BLDG 90
91	2011.00	4101.00	1000 BLDG 91
92	2011.00	4102.00	1000 BLDG 92
93	2011.00	4103.00	1000 BLDG 93
94	2011.00	4104.00	1000 BLDG 94
95	2011.00	4105.00	1000 BLDG 95
96	2011.00	4106.00	1000 BLDG 96
97	2011.00	4107.00	1000 BLDG 97
98	2011.00	4108.00	1000 BLDG 98
99	2011.00	4109.00	1000 BLDG 99
100	2011.00	4110.00	1000 BLDG 100



PROPOSED SITE PLAN





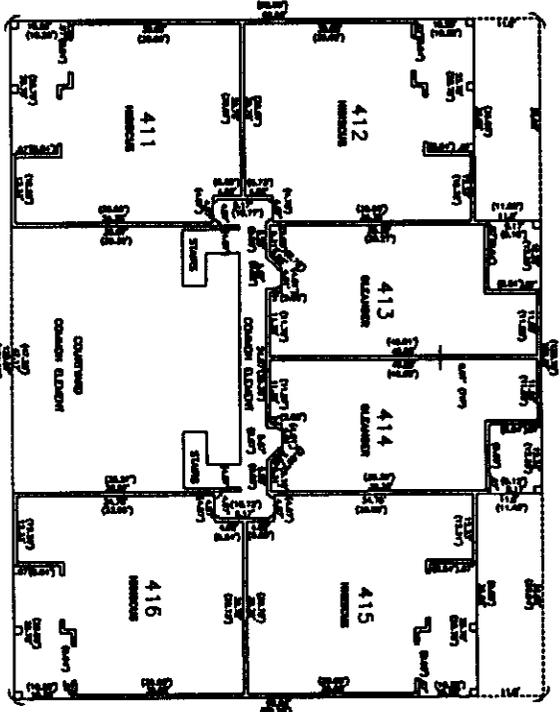




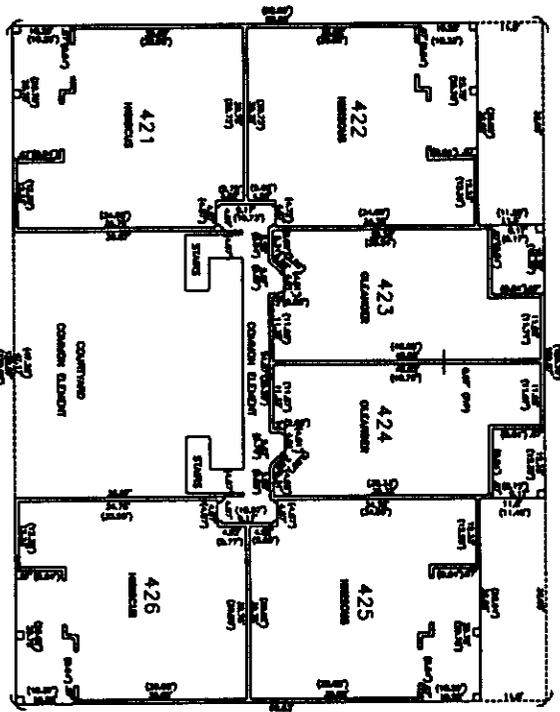








FIRST FLOOR, BUILDING NO. 4



SECOND FLOOR, BUILDING NO. 4

CONDOMINIUM BOOK 572 PAGE 23-235  
SHEET 10 OF 10 SHEETS

PHASE 4 AMENDMENT TO PLAZA DE FLORES, A CONDOMINIUM BEING PARCEL 0-8 OF PARCEL 0- INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.

PHASE 4 BUILDING NO. 4 DETAIL



422 DENOTES UNIT NO.  
23.75' DENOTES PLUM DIMENSION  
(23.75') DENOTES AS-BUILT DIMENSION

1	23.75'	COMMON ELEMENTS - 37.25'
2	11.875'	FINISHED SECOND FLOOR (14.62')
3	11.875'	FLOOR ELEVATION = 28.00'
4	11.875'	COMMON ELEMENTS - 27.25'
5	11.875'	FINISHED FIRST FLOOR ELEVATION = 14.62'

BUILDING NO. 4 ELEVATION  
(NOT TO SCALE)  
FINISHED FIRST FLOOR ELEVATION IS 14.62'  
AS-BUILT FIRST FLOOR ELEVATION IS 14.54'

ALL DIMENSIONS SHOWN INDICATE THE SIZE OF THE PERMANENT STRUCTURES OF THE UNIT, UNLESS NOTED OTHERWISE. DIMENSIONS ARE SHOWN FROM THE CENTERLINE OF THE UNIT, UNLESS NOTED OTHERWISE. DIMENSIONS ARE SHOWN FROM THE CENTERLINE OF THE UNIT, UNLESS NOTED OTHERWISE. DIMENSIONS ARE SHOWN FROM THE CENTERLINE OF THE UNIT, UNLESS NOTED OTHERWISE. DIMENSIONS ARE SHOWN FROM THE CENTERLINE OF THE UNIT, UNLESS NOTED OTHERWISE.

SHEET INDEX

SHEET 1	OF 10	COMMON SHEET
SHEET 2	OF 10	COMMON SHEET
SHEET 3	OF 10	COMMON SHEET
SHEET 4	OF 10	COMMON SHEET
SHEET 5	OF 10	COMMON SHEET
SHEET 6	OF 10	COMMON SHEET
SHEET 7	OF 10	COMMON SHEET
SHEET 8	OF 10	COMMON SHEET
SHEET 9	OF 10	COMMON SHEET
SHEET 10	OF 10	COMMON SHEET



THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Robert E. Messick, Esq.  
Icard, Merrill, et al.  
2033 Main Street, Suite 600  
Sarasota, FL 34237

**AMENDMENT ADDING PHASE 5 TO THE  
DECLARATION OF CONDOMINIUM  
OF  
PLAZA DE FLORES, a Condominium**

Pursuant to Paragraph 3 of the Declaration of Condominium of Plaza De Flores, a Condominium, as recorded as Official Records Instrument # 1998126802, as amended by Amendment adding Phase II, recorded as Official Records Instrument # 1998126806, and as amended by Amendment Adding Phase III recorded as Official Records Instrument # 1998126807, and as amended by Amendment Adding Phase IV recorded as Official Records Instrument # 1999063447, and per the condominium plat recorded in Condominium Book 32, Page 44 through 44-J, 45 through 45-I and 46 through 46-I, inclusive, of the Public Records of Sarasota County, Florida, the undersigned does hereby submit the land and improvements erected or to be erected on the land described in **EXHIBIT "A"** to this Amendment and herein referred to as Phase 5 of Plaza De Flores to the condominium form of ownership, subject to the aforesaid Declaration and the provisions of the Florida Condominium Act (Chapter 718, Florida Statutes), together with all easements, rights, and appurtenances belonging thereto and all other property, real or personal, which is intended to be used in connection therewith.

The total number of Units within this Condominium, inclusive of Phases 1 through 5, is 66 Units.

The ownership of the Common Elements and the Common Surplus and apportionment of Common Expenses of each Unit as provided in Article 5 of the Declaration of Condominium is hereby amended to be an equal 1/66th Percent for each of the 66 Units in this Condominium.

A survey and plot plan of the land hereby submitted to condominium together with the location and identification of all Units and the Common Elements serving the Units is incorporated within **EXHIBIT "B"** together with a Surveyor's Certification of Substantial Completion pursuant to Section 718.104, Florida Statutes.

IN WITNESS WHEREOF, the undersigned has caused these premises to be signed this 5th day of May, 1999.

WITNESSES:

PLAZA DE FLORES LTD., a Florida Limited Partnership

By: PLAZA DE FLORES DEVELOPMENT CORPORATION, a Florida Corporation

By: SOL ROTER, President

WITNESS:

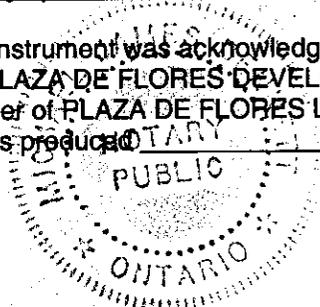
WITNESS:

DOMINION OF CANADA  
PROVINCE OF Ontario

The foregoing instrument was acknowledged before me this 5th day of May, 1999, by SOL ROTER, President of PLAZA DE FLORES DEVELOPMENT CORPORATION, a Florida Corporation, corporate general partner of PLAZA DE FLORES LTD., a Florida Limited Partnership, who is personally known to me or who has produced \_\_\_\_\_ as identification

Notary Public

Michael Bennett



Rec 655.50

173

## EXHIBIT "A"

LEGAL DESCRIPTION  
PHASE 5  
PLAZA DE FLORES, a CondominiumPLAZA DE FLORES, A CONDOMINIUM, PHASE 5  
(NOT SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME)

THAT PART OF PARCEL Q-B OF PARCEL Q-INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

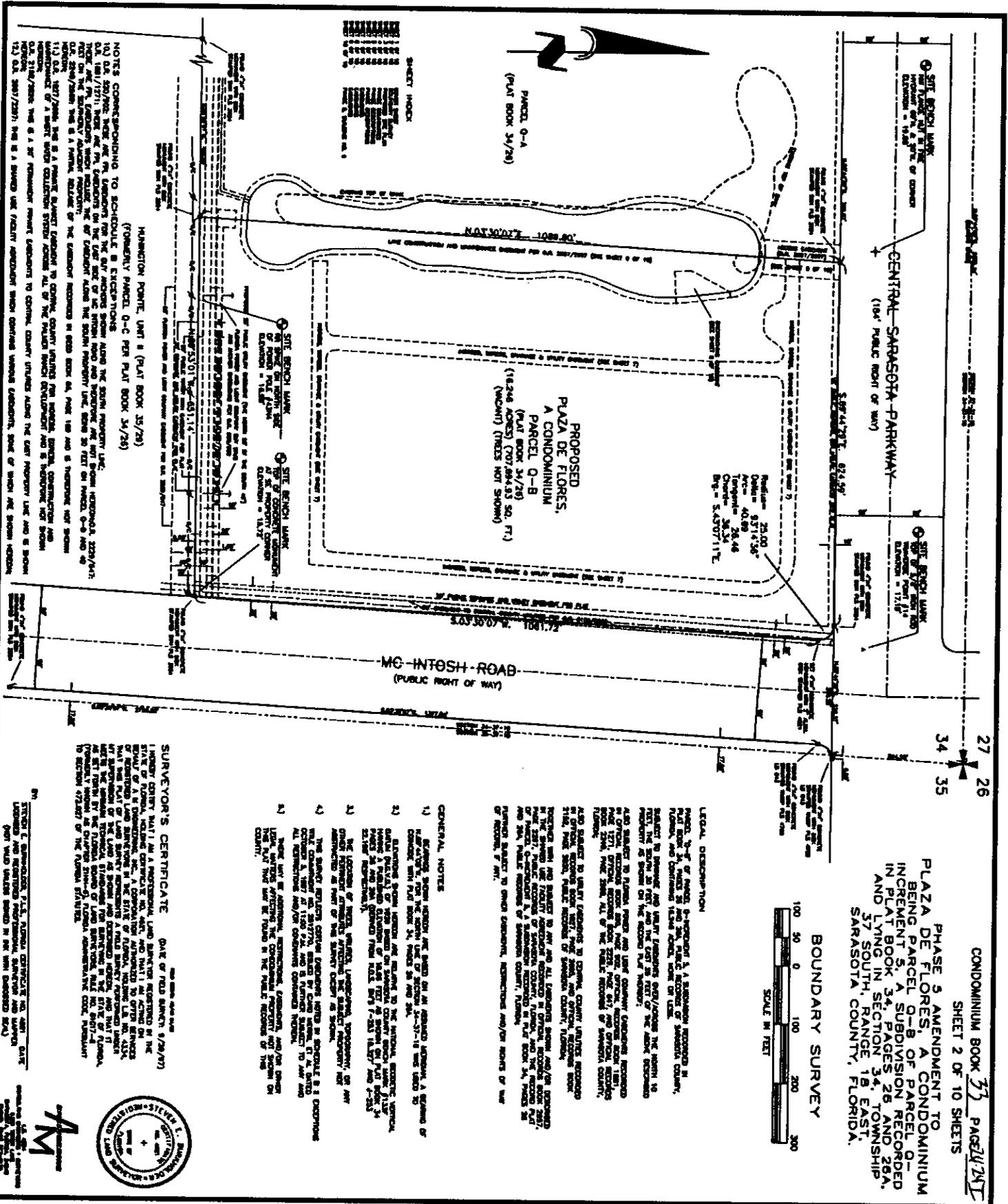
COMMENCE AT THE NW CORNER OF SAID PARCEL Q-B; THENCE ALONG THE NORTH LINE THEREOF, S.89°44'29"E., 624.59 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 93°14'36", WHOSE CHORD BEARS S.43°07'11"E.; THENCE ALONG SAID CURVE IN A CLOCKWISE DIRECTION, 40.69 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MC INTOSH ROAD (180' PUBLIC R/W); THENCE ALONG SAID RIGHT OF WAY LINE TANGENT TO THE LAST CURVE, S.03°30'07"W., 541.07 FEET TO THE POINT OF BEGINNING OF LAND BEING DESCRIBED; THENCE CONTINUE S.03°30'07"W., 177.18 FEET; N.86°29'53"W., 226.41 FEET; THENCE N.19°07'20"E., 37.69 FEET; THENCE N.06°00'42"W., 50.31 FEET; THENCE N.11°10'50"E., 92.08 FEET; THENCE S.86°29'53"E., 212.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 38,905.42 SQUARE FEET, MORE OR LESS.

Together with and subject to any and all easements shown and/or described on Condominium Plat, recorded in Condominium Book 32, Pages 44 through 44-J, 45 through 45-I and 46 through 46-I and on the record plat of Parcel Q - Increment 5, a Subdivision, recorded in Plat Book 34, Pages 26 and 26A, Public Records of Sarasota County, Florida.

Also together with and subject to easements and/or restrictions as described in the Declaration of Condominium, recorded as Official Records Instrument #1998126802, as amended by Amendment adding Phase II, recorded as Official Records Instrument #1998126806, and as amended by Amendment adding Phase III, recorded as Official Records Instrument #1998126807, and as amended by Amendment adding Phase IV, recorded as Official Records Instrument # 1999063447, Public Records of Sarasota County, Florida.

Further subject to other easements, restrictions and/or Rights of Way of Record, if any.

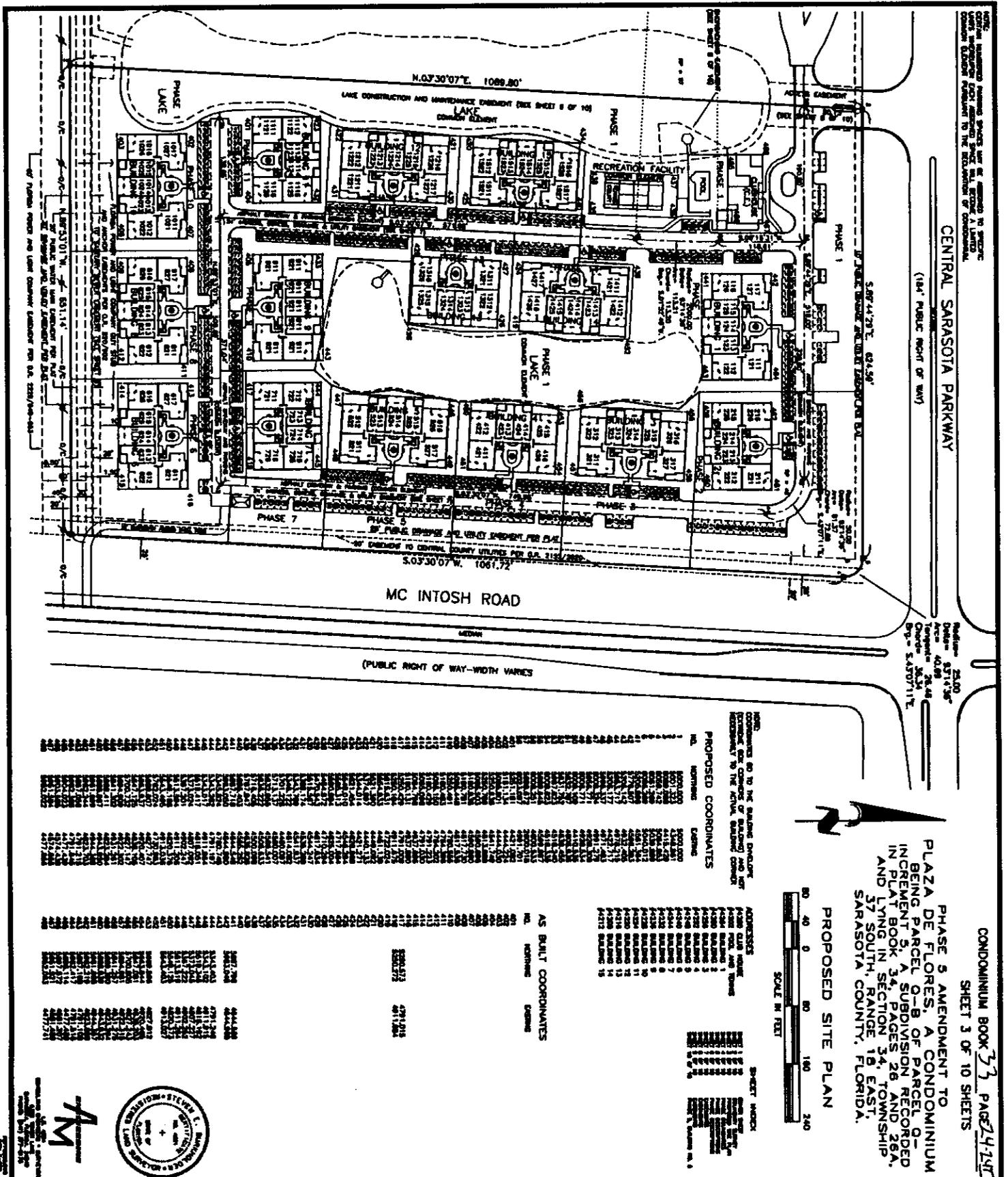




NOTES CORRESPONDING TO SCHEDULE B EXERCISES:  
 10) O.A. 200/2005, THESE ARE THE CONDITIONS OF THE DEED.  
 11) O.A. 1981/1971, THESE ARE THE CONDITIONS OF THE DEED.  
 12) O.A. 1981/1971, THESE ARE THE CONDITIONS OF THE DEED.  
 13) O.A. 1981/1971, THESE ARE THE CONDITIONS OF THE DEED.  
 14) O.A. 1981/1971, THESE ARE THE CONDITIONS OF THE DEED.  
 15) O.A. 1981/1971, THESE ARE THE CONDITIONS OF THE DEED.  
 16) O.A. 1981/1971, THESE ARE THE CONDITIONS OF THE DEED.  
 17) O.A. 1981/1971, THESE ARE THE CONDITIONS OF THE DEED.  
 18) O.A. 1981/1971, THESE ARE THE CONDITIONS OF THE DEED.  
 19) O.A. 1981/1971, THESE ARE THE CONDITIONS OF THE DEED.  
 20) O.A. 1981/1971, THESE ARE THE CONDITIONS OF THE DEED.

**SURVEYOR'S CERTIFICATE** DATE OF FIELD SURVEY 5/29/07  
 I, STEVEN L. STUBBS, A REGISTERED PROFESSIONAL SURVEYOR IN THE STATE OF FLORIDA, HAVING CERTIFICATE NO. 4811, AND BEING AN ACTING SURVEYOR, DO HEREBY CERTIFY THAT I AM THE SURVEYOR OF THE ABOVE DESCRIBED PARCEL AND THAT I AM A MEMBER OF THE FLORIDA SURVEYING AND MAPPING SOCIETY. I HAVE CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE FLORIDA SURVEYING AND MAPPING ACT, CHAPTER 471, F.S., AND THE RULES AND REGULATIONS OF THE FLORIDA BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C. I HAVE BEEN ADVISED BY THE OWNER OF THE PARCEL THAT THE ABOVE DESCRIBED PARCEL IS THE SAME AS DESCRIBED IN THE LEGAL DESCRIPTION HEREON. I HAVE BEEN ADVISED BY THE OWNER OF THE PARCEL THAT THE ABOVE DESCRIBED PARCEL IS THE SAME AS DESCRIBED IN THE LEGAL DESCRIPTION HEREON. I HAVE BEEN ADVISED BY THE OWNER OF THE PARCEL THAT THE ABOVE DESCRIBED PARCEL IS THE SAME AS DESCRIBED IN THE LEGAL DESCRIPTION HEREON.





NOTE: UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS TO CENTER OF CURVE UNLESS NOTED OTHERWISE. ALL DIMENSIONS TO CENTER OF CURVE UNLESS NOTED OTHERWISE. ALL DIMENSIONS TO CENTER OF CURVE UNLESS NOTED OTHERWISE.

CENTRAL SARASOTA PARKWAY  
(164' PUBLIC RIGHT OF WAY)

Block - 24.00  
Area - 45.88  
Trapezoid - 24.48  
Circle - 34.34  
S.P. - S45°07'11"E

CONDOMINIUM BOOK 23 PAGE 4-147  
SHEET 3 OF 10 SHEETS  
PHASE 5 AMENDMENT TO PLAZA DE FLORES, A CONDOMINIUM BEING PARCEL 0-B OF PARCEL 0-INCREM 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, AND LYING IN SECTION 34, TOWNSHIP 17 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.

PROPOSED SITE PLAN



CONVERTED TO THE SOUTHERN METHOD OF CONVEYANCE BY THE DEPARTMENT OF REVENUE, STATE OF FLORIDA, IN ACCORDANCE WITH THE ACTS OF MARCH 18, 1845, AND MARCH 18, 1846.

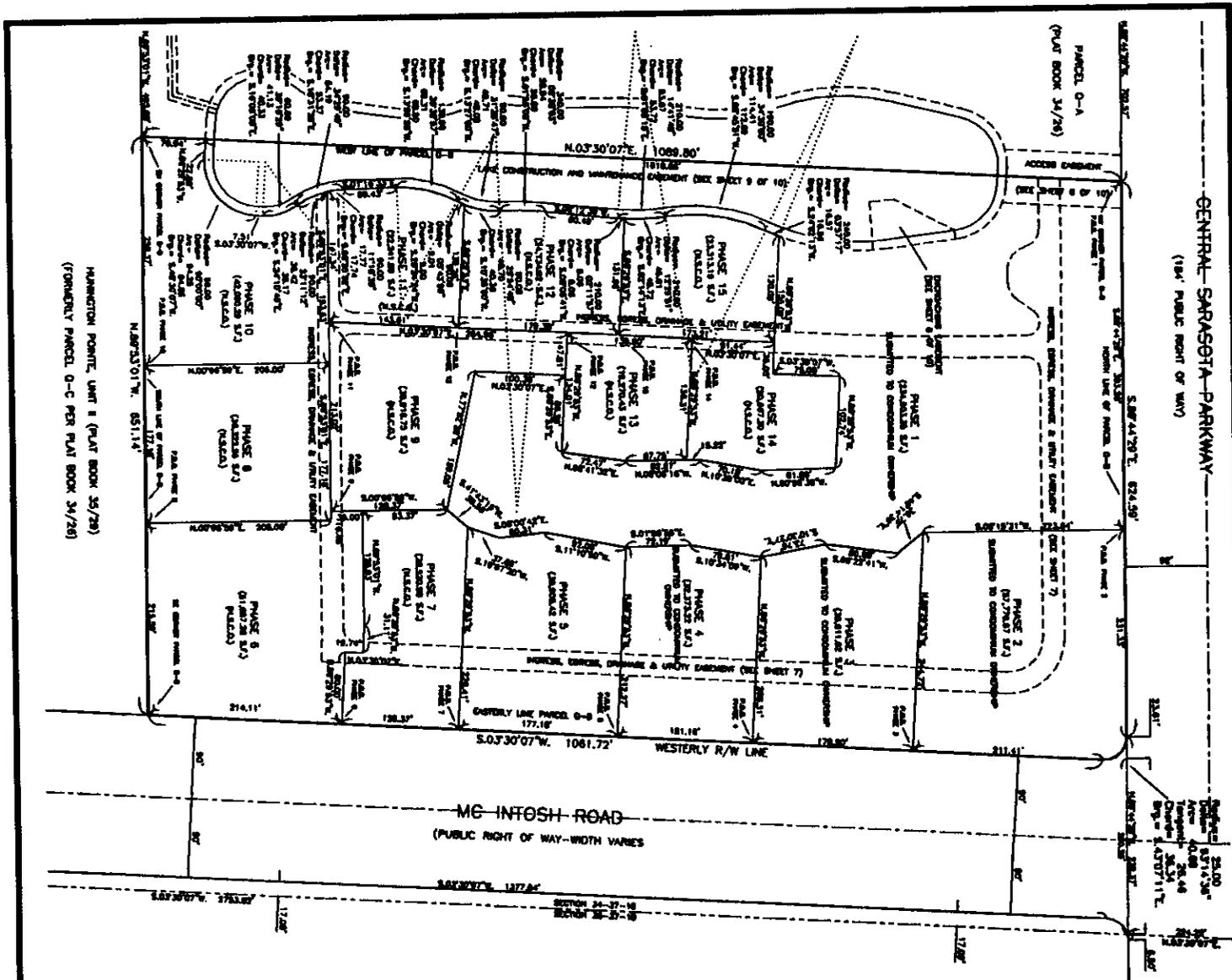
PROPOSED COORDINATES

AS BUILT COORDINATES

ADDRESSES

SHEET INDEX





MANAGEMENT POINTS UNIT 1 (PLAT BOOK 35/28)  
(FORMERLY PARCEL O-C FOR PLAT BOOK 34/28)

CONDOMINIUM BOOK 53 PAGE 24-25  
SHEET 4 OF 10 SHEETS  
PHASE 5 AMENDMENT TO  
PLAZA DE FLORES, A CONDOMINIUM  
BEING PARCEL O-B OF PARCEL O-  
IN PRESENT 5, A SUBDIVISION RECORDED  
IN PLAT BOOK 34, PAGES 26 AND 26A,  
AND LYING IN SECTION 34, EAST  
37 SOUTH, RANGE 18, EAST,  
SARASOTA COUNTY, FLORIDA.

PHASE BOUNDARIES



(PHASE) - NOT SUBJECT TO CONDOMINIUM INTEREST AT THE TIME  
NOTE: ALL PHASES SHOWN ARE SUBJECT TO THE SAME UNIT  
EXCEPT WHERE SHOWN OTHERWISE IN OTHER RECORDS.  
NOTE: 2007 PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

SHEET INDEX

SHEET 1 OF 10	CONDOMINIUM
SHEET 2 OF 10	CONDOMINIUM
SHEET 3 OF 10	CONDOMINIUM
SHEET 4 OF 10	CONDOMINIUM
SHEET 5 OF 10	CONDOMINIUM
SHEET 6 OF 10	CONDOMINIUM
SHEET 7 OF 10	CONDOMINIUM
SHEET 8 OF 10	CONDOMINIUM
SHEET 9 OF 10	CONDOMINIUM
SHEET 10 OF 10	CONDOMINIUM















RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 1999063451 12 PGS  
1999 MAY 07 02:32 PM  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
FMILLER Receipt#102359

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Robert E. Messick, Esq.  
Icard, Merrill, et al.  
2033 Main Street, Suite 600  
Sarasota, FL 34237

**AMENDMENT ADDING PHASE 7 TO THE  
DECLARATION OF CONDOMINIUM  
OF  
PLAZA DE FLORES, a Condominium**

Pursuant to Paragraph 3 of the Declaration of Condominium of Plaza De Flores, a Condominium, as recorded as Official Records Instrument # 1998126802, as amended by Amendment adding Phase II, recorded as Official Records Instrument # 1998126806, and as amended by Amendment Adding Phase III recorded as Official Records Instrument # 1998126807, and as amended by Amendment Adding Phase IV recorded as Official Records Instrument # 1999063447, and as amended by Amendment Adding Phase V recorded as Official Records Instrument # 1999063449, and per the condominium plat recorded in Condominium Book 32, Page 44 through 44-J, 45 through 45-I and 46 through 46-I, inclusive, of the Public Records of Sarasota County, Florida, the undersigned does hereby submit the land and improvements erected or to be erected on the land described in **EXHIBIT "A"** to this Amendment and herein referred to as Phase 7 of Plaza De Flores to the condominium form of ownership, subject to the aforesaid Declaration and the provisions of the Florida Condominium Act (Chapter 718, Florida Statutes), together with all easements, rights, and appurtenances belonging thereto and all other property, real or personal, which is intended to be used in connection therewith.

The total number of Units within this Condominium, inclusive of Phases 1 through 5 and 7, is 78 Units.

The ownership of the Common Elements and the Common Surplus and apportionment of Common Expenses of each Unit as provided in Article 5 of the Declaration of Condominium is hereby amended to be an equal 1/78th Percent for each of the 78 Units in this Condominium.

A survey and plot plan of the land hereby submitted to condominium together with the location and identification of all Units and the Common Elements serving the Units is incorporated within **EXHIBIT "B"** together with a Surveyor's Certification of Substantial Completion pursuant to Section 718.104, Florida Statutes.

IN WITNESS WHEREOF, the undersigned has caused these premises to be signed this 5th day of May, 1999.

WITNESSES:

PLAZA DE FLORES LTD., a Florida Limited Partnership

By: PLAZA DE FLORES DEVELOPMENT CORPORATION, a Florida Corporation

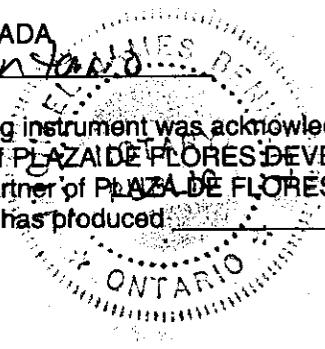
By: SOL ROTER, President

[Signature]  
WITNESS:  
[Signature]  
WITNESS:

DOMINION OF CANADA  
PROVINCE OF Ontario

The foregoing instrument was acknowledged before me this 5th day of May, 1999, by SOL ROTER, President of PLAZA DE FLORES DEVELOPMENT CORPORATION, a Florida Corporation, corporate general partner of PLAZA DE FLORES LTD., a Florida Limited Partnership, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public Michael Bennett



Rec 5550

V1123

## EXHIBIT "A"

LEGAL DESCRIPTION  
PHASE 7  
PLAZA DE FLORES, a CondominiumPLAZA DE FLORES, A CONDOMINIUM, PHASE 7  
(NOT SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME)

THAT PART OF PARCEL Q-B OF PARCEL Q-INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

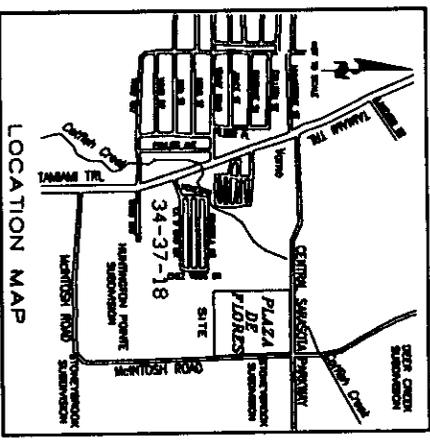
COMMENCE AT THE NW CORNER OF SAID PARCEL Q-B; THENCE ALONG THE NORTH LINE THEREOF, S.89°44'29"E., 624.59 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 93°14'36", WHOSE CHORD BEARS S.43°07'11"E.; THENCE ALONG SAID CURVE IN A CLOCKWISE DIRECTION, 40.69 FEET TO THE WESTERLY RIGHT OF WAY LINE OF MC INTOSH ROAD (180' PUBLIC R/W); THENCE ALONG SAID RIGHT OF WAY LINE TANGENT TO THE LAST CURVE, S.03°30'07"W., 718.25 FEET TO THE POINT OF BEGINNING OF LAND BEING DESCRIBED; THENCE CONTINUE S.03°30'07"W., 129.37 FEET; N.86°29'53"W., 80.00 FEET; THENCE N.03°30'07"E., 19.74 FEET; THENCE N.86°29'53"W., 31.11 FEET; THENCE N.89°53'01"W., 128.93 FEET; THENCE N.00°06'59"E., 93.37 FEET; THENCE N.41°43'15"E., 30.58 FEET; THENCE S.86°29'53"E., 226.41 FEET TO THE POINT OF BEGINNING AND CONTAINING 28,520.98 SQUARE FEET, MORE OR LESS.

Together with and subject to any and all easements shown and/or described on Condominium Plat, recorded in Condominium Book 32, Pages 44 through 44-J, 45 through 45-I and 46 through 46-I and on the record plat of Parcel Q - Increment 5, a Subdivision, recorded in Plat Book 34, Pages 26 and 26A, Public Records of Sarasota County, Florida.

Also together with and subject to easements and/or restrictions as described in the Declaration of Condominium, recorded as Official Records Instrument #1998126802, as amended by Amendment adding Phase II, recorded as Official Records Instrument #1998126806, and as amended by Amendment adding Phase III, recorded as Official Records Instrument #1998126807, and as amended by Amendment adding Phase IV, recorded as Official Records Instrument # 1999063447, and as amended by Amendment adding Phase V, recorded as Official Records Instrument # 1999063449, Public Records of Sarasota County, Florida.

Further subject to other easements, restrictions and/or Rights of Way of Record, if any.

PHASE 7 AMENDMENT TO  
PLAZA DE FLORES,  
A CONDOMINIUM  
BEING PARCEL 0-8 OF PARCEL 0-INCREMENT 5, AND 26 A,  
A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 28 A,  
AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST,  
SARASOTA COUNTY, FLORIDA.



LOCATION MAP

CASERMENTS

CONDOMINIUM AS MAY BE REQUIRED FOR UTILITY SERVICES IN ORDER TO ACCURATELY SHOW THE CONDOMINIUM IN PROPERTY RECORDS, THE RECORDS OF THE CONDOMINIUM MAY NOT BE EXACTLY AS SHOWN IN THIS INSTRUMENT. THE RECORDS OF THE CONDOMINIUM AND THE EXCLUSION OF ANY LAND OF THE CONDOMINIUM TO BE...

CONDOMINIUM AS MAY BE REQUIRED FOR UTILITY SERVICES IN ORDER TO ACCURATELY SHOW THE CONDOMINIUM IN PROPERTY RECORDS, THE RECORDS OF THE CONDOMINIUM MAY NOT BE EXACTLY AS SHOWN IN THIS INSTRUMENT. THE RECORDS OF THE CONDOMINIUM AND THE EXCLUSION OF ANY LAND OF THE CONDOMINIUM TO BE...

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CONDOMINIUM AS MAY BE REQUIRED FOR UTILITY SERVICES IN ORDER TO ACCURATELY SHOW THE CONDOMINIUM IN PROPERTY RECORDS, THE RECORDS OF THE CONDOMINIUM MAY NOT BE EXACTLY AS SHOWN IN THIS INSTRUMENT. THE RECORDS OF THE CONDOMINIUM AND THE EXCLUSION OF ANY LAND OF THE CONDOMINIUM TO BE...

PLAZA DE FLORES MASTER LEGAL DESCRIPTION

(GENERAL BOUNDARY) PLAZA DE FLORES CONDOMINIUM, A RESIDENTIAL CONDOMINIUM, BEING PARCEL 0-8 OF PARCEL 0-INCREMENT 5, AND 26 A, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 28 A, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.

- 1) ...
- 2) ...
- 3) ...
- 4) ...
- 5) ...

CONDOMINIUM BOOK 34 PAGE 25-29  
SHEET 1 OF 10 SHEETS

INDEX TABLE with columns for SHEET, UNIT, and UNIT NUMBER.

UNIT BOUNDARIES

UNIT BOUNDARIES SHALL BE THE BOUNDARIES OF THE UNITS AS SHOWN ON THE PLANS AND AS DESCRIBED IN THE DECLARATION AND THIS INSTRUMENT. THE BOUNDARIES OF THE UNITS SHALL BE THE BOUNDARIES OF THE UNITS AS SHOWN ON THE PLANS AND AS DESCRIBED IN THE DECLARATION AND THIS INSTRUMENT.

UNIT BOUNDARIES SHALL BE THE BOUNDARIES OF THE UNITS AS SHOWN ON THE PLANS AND AS DESCRIBED IN THE DECLARATION AND THIS INSTRUMENT. THE BOUNDARIES OF THE UNITS SHALL BE THE BOUNDARIES OF THE UNITS AS SHOWN ON THE PLANS AND AS DESCRIBED IN THE DECLARATION AND THIS INSTRUMENT.

UNIT BOUNDARIES SHALL BE THE BOUNDARIES OF THE UNITS AS SHOWN ON THE PLANS AND AS DESCRIBED IN THE DECLARATION AND THIS INSTRUMENT. THE BOUNDARIES OF THE UNITS SHALL BE THE BOUNDARIES OF THE UNITS AS SHOWN ON THE PLANS AND AS DESCRIBED IN THE DECLARATION AND THIS INSTRUMENT.

UNIT BOUNDARIES SHALL BE THE BOUNDARIES OF THE UNITS AS SHOWN ON THE PLANS AND AS DESCRIBED IN THE DECLARATION AND THIS INSTRUMENT. THE BOUNDARIES OF THE UNITS SHALL BE THE BOUNDARIES OF THE UNITS AS SHOWN ON THE PLANS AND AS DESCRIBED IN THE DECLARATION AND THIS INSTRUMENT.

STATE BAR 4/20/99



CONDOMINIUM BOOK 73, PAGE 25-57  
 SHEET 2 OF 10 SHEETS

PHASE 7 AMENDMENT TO  
 PLAZA DE FLORES, A CONDOMINIUM  
 BEING PARCEL 0-B OF PARCEL 0-  
 INCREMENT 5, A SUBDIVISION RECORDED  
 IN PLAT BOOK 34, PAGES 26 AND 26A,  
 AND LYING IN SECTION 34, TOWNSHIP  
 37 SOUTH, RANGE 18 EAST,  
 SARASOTA COUNTY, FLORIDA.



**LEGAL DESCRIPTION**

PARCEL 0-B OF PARCEL 0-8 OF PARCEL 0-1 OF INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.

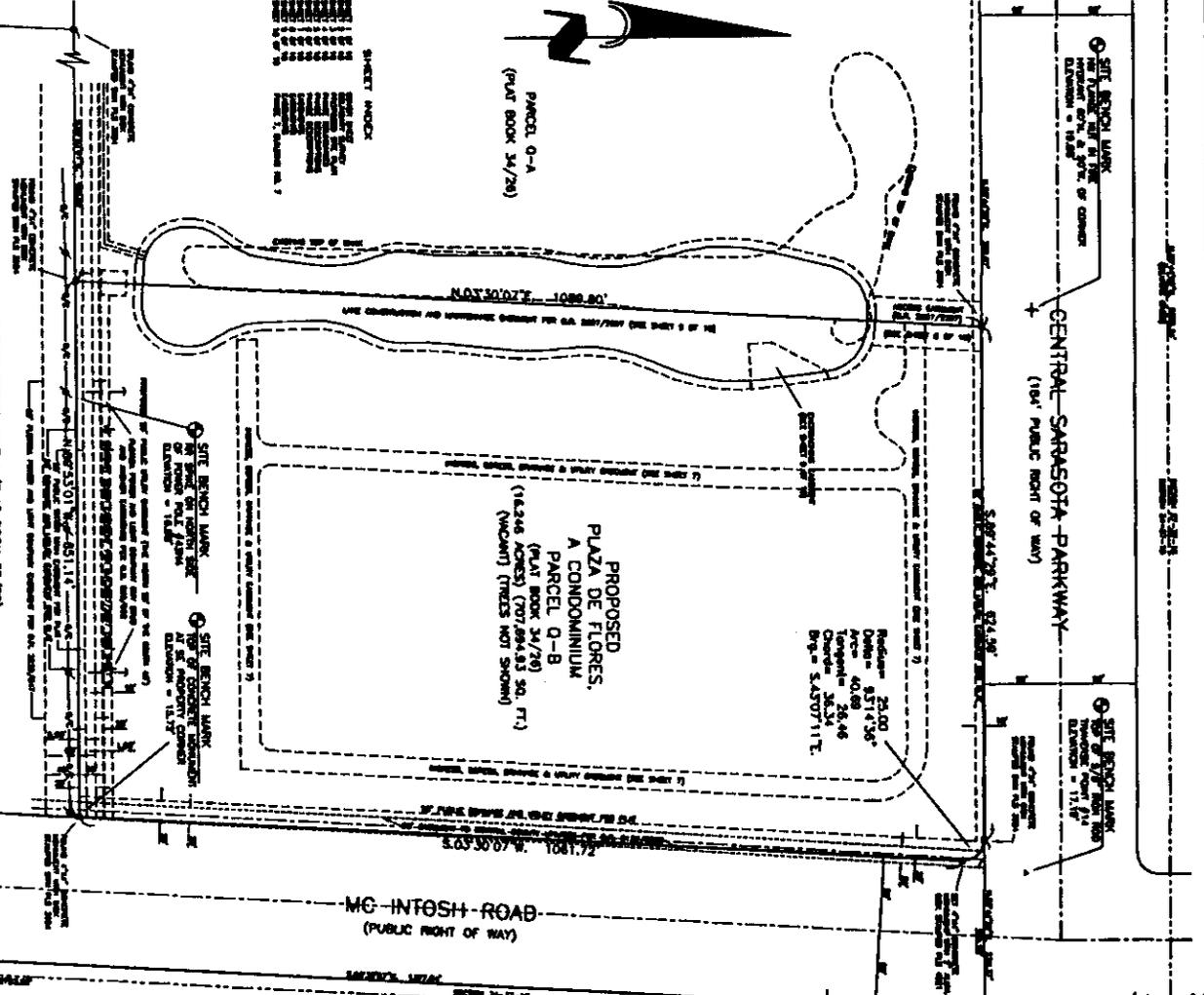
AND BEING PARCEL 0-B OF PARCEL 0-1 OF INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.

AND BEING PARCEL 0-B OF PARCEL 0-1 OF INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.

- GENERAL NOTES**
- 1) BEARING AND DISTANCE TO CORNER OR POINT OF BEGINNING ARE GIVEN FOR ALL BOUNDARY LINES, A BEARING OF 0° IS THE SAME AS 360° AND A BEARING OF 180° IS THE SAME AS 0°.
  - 2) ALL DISTANCES ARE GIVEN IN FEET AND INCHES TO THE NEAREST HUNDREDTH OF AN INCH UNLESS OTHERWISE NOTED.
  - 3) THE BOUNDARY LINES OF THIS PARCEL ARE BASED UPON THE SURVEY OF PARCEL 0-1 OF INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.
  - 4) THE BOUNDARY LINES OF THIS PARCEL ARE BASED UPON THE SURVEY OF PARCEL 0-1 OF INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.
  - 5) THE BOUNDARY LINES OF THIS PARCEL ARE BASED UPON THE SURVEY OF PARCEL 0-1 OF INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 26A, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.

**SURVEYOR'S CERTIFICATE** DATE OF FIELD SURVEY: 8/26/07

I, STEVEN L. SAMPSON, P.L.S., FLORIDA CERTIFICATE NO. 4801, HAVE SURVEYED AND RECORDED THE FOREGOING INSTRUMENT AND HAVE FOUND THAT THE SAME COMES WITHIN THE ACTS OF THE FLORIDA STATUTES.



**NOTES CORRESPONDING TO SCHEDULE B EXCEPTIONS**

NO. 04. 05/07/2006. THESE ARE THE EXCEPTIONS TO THE DEED RECORDING ACT, CHAPTER 689, FLORIDA STATUTES, WHICH PROVIDES THAT THE DEED RECORDING ACT DOES NOT APPLY TO THE DEED RECORDING ACT.

NO. 05. 05/07/2006. THESE ARE THE EXCEPTIONS TO THE DEED RECORDING ACT, CHAPTER 689, FLORIDA STATUTES, WHICH PROVIDES THAT THE DEED RECORDING ACT DOES NOT APPLY TO THE DEED RECORDING ACT.

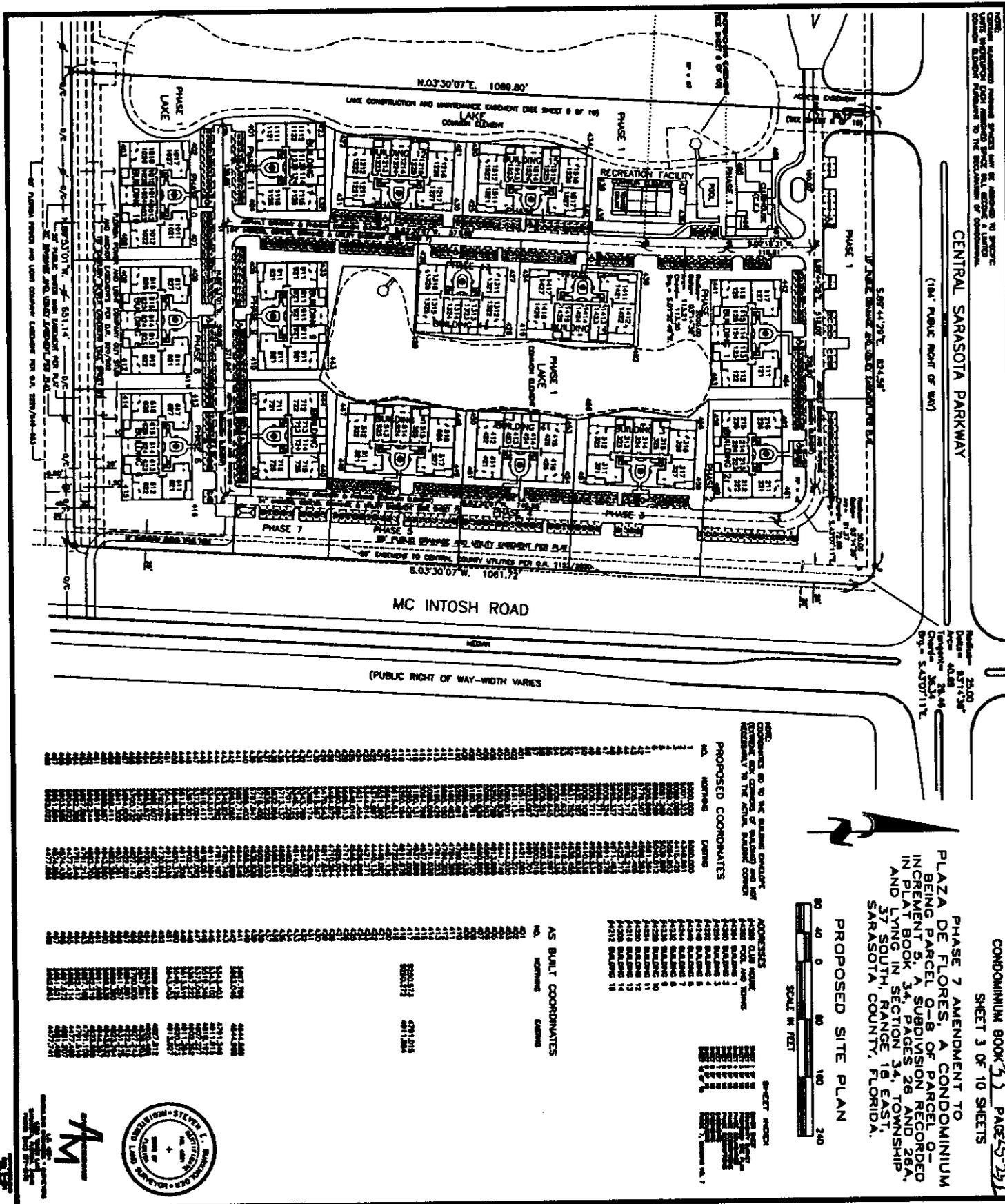
NO. 06. 05/07/2006. THESE ARE THE EXCEPTIONS TO THE DEED RECORDING ACT, CHAPTER 689, FLORIDA STATUTES, WHICH PROVIDES THAT THE DEED RECORDING ACT DOES NOT APPLY TO THE DEED RECORDING ACT.

**NOTES**

NO. 01. 05/07/2006. THESE ARE THE EXCEPTIONS TO THE DEED RECORDING ACT, CHAPTER 689, FLORIDA STATUTES, WHICH PROVIDES THAT THE DEED RECORDING ACT DOES NOT APPLY TO THE DEED RECORDING ACT.

NO. 02. 05/07/2006. THESE ARE THE EXCEPTIONS TO THE DEED RECORDING ACT, CHAPTER 689, FLORIDA STATUTES, WHICH PROVIDES THAT THE DEED RECORDING ACT DOES NOT APPLY TO THE DEED RECORDING ACT.

NO. 03. 05/07/2006. THESE ARE THE EXCEPTIONS TO THE DEED RECORDING ACT, CHAPTER 689, FLORIDA STATUTES, WHICH PROVIDES THAT THE DEED RECORDING ACT DOES NOT APPLY TO THE DEED RECORDING ACT.



PHASE 7 AMENDMENT TO THE DECLARATION TO BE A CONDOMINIUM TO BE CONVEYED TO THE PUBLIC RIGHT OF WAY OF THE STATE OF FLORIDA. THE PUBLIC RIGHT OF WAY OF THE STATE OF FLORIDA IS THE PUBLIC RIGHT OF WAY OF THE STATE OF FLORIDA.

**CENTRAL SARASOTA PARKWAY**  
(164' PUBLIC RIGHT OF WAY)

Number: 2500  
Date: 08/27/98  
From: 4038 44th  
City: Sarasota, FL  
By: S457111

PHASE 7 AMENDMENT TO PLAZA DE FLORES, A CONDOMINIUM BEING PARCEL Q-18 OF PARCEL Q-1 IN INCREMENT 5, A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGES 26 AND 28, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.

CONDOMINIUM BOOK 33 PAGE 251  
SHEET 3 OF 10 SHEETS

**PROPOSED SITE PLAN**

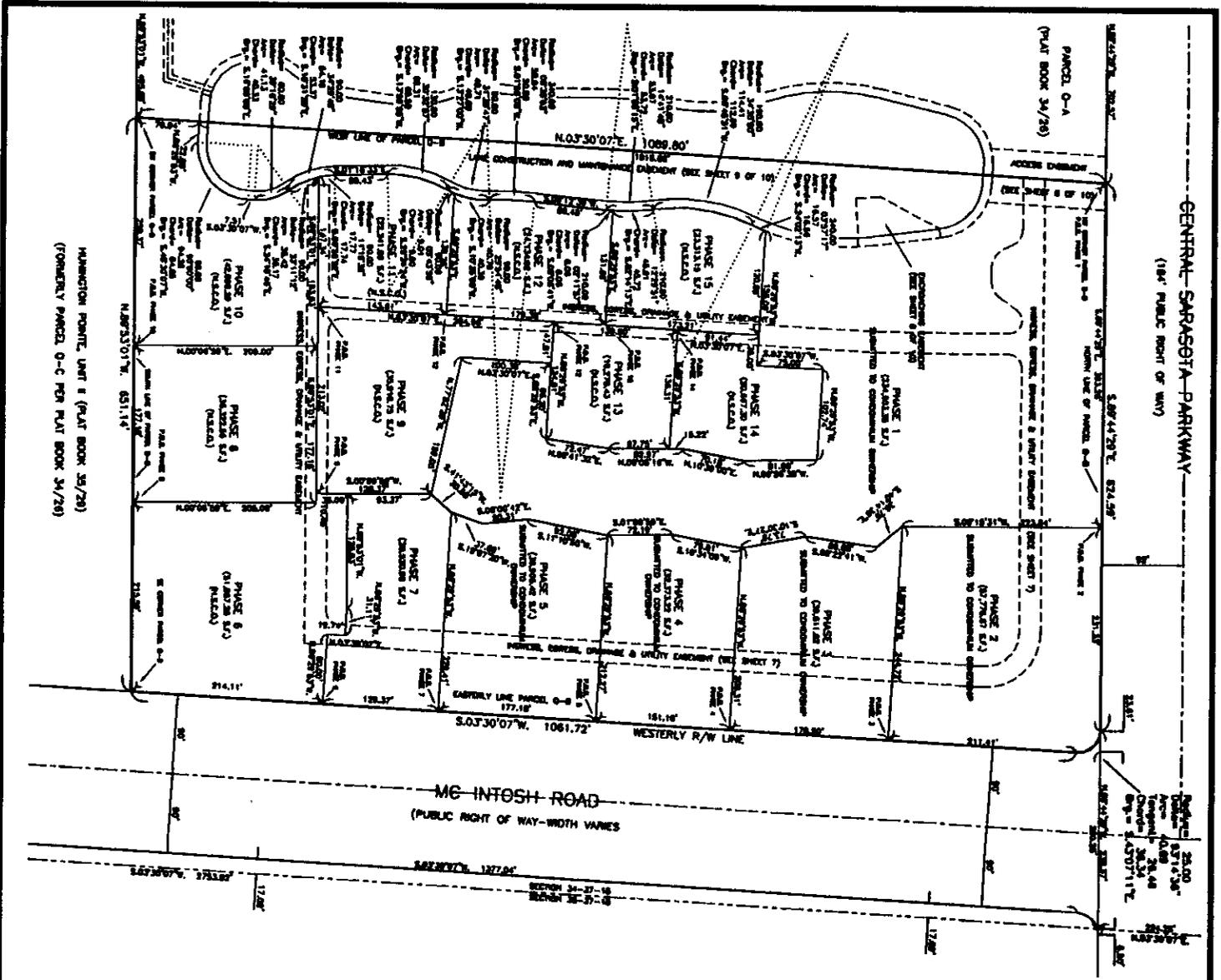


PROPOSED COORDINATES

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AS BUILT COORDINATES

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5098	8501.000	1000.000
5099	8501.000	1000.000
5100	8501.000	1000.000



GENERAL SARASOTA PARKWAY  
(18' PUBLIC RIGHT OF WAY)

MANATION POINTS UNIT 8 (PLAT BOOK 35/28)  
(FORMERLY PARCELS O-C PER PLAT BOOK 34/28)

CONDOMINIUM BOOK 33 PAGE 25-257  
SHEET 4 OF 10 SHEETS

PHASE 7 AMENDMENT TO  
PLAZA DE FLORES, A CONDOMINIUM  
BEING PARCEL O-B OF PARCEL O-  
INCREMENT B, A SUBDIVISION RECORDED  
IN PLAT BOOK 34, PAGES 26 AND 26A,  
AND LYING IN SECTION 34, TOWNSHIP  
37 SOUTH, RANGE 18 EAST,  
SARASOTA COUNTY, FLORIDA.

PHASE BOUNDARIES



(NULKA) - NOT SHOWN TO CONDOMINIUM DEVELOPER AT THE TIME  
NOTE: ALL PHASES SHOWN ARE SUBJECT TO THE SHOWN LOT  
EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 33A,  
PAGE 2571, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

SHEET INDEX

SHEET 1 OF 10	CONDOMINIUM
SHEET 2 OF 10	CONDOMINIUM
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SHEET 9 OF 10	CONDOMINIUM
SHEET 10 OF 10	CONDOMINIUM





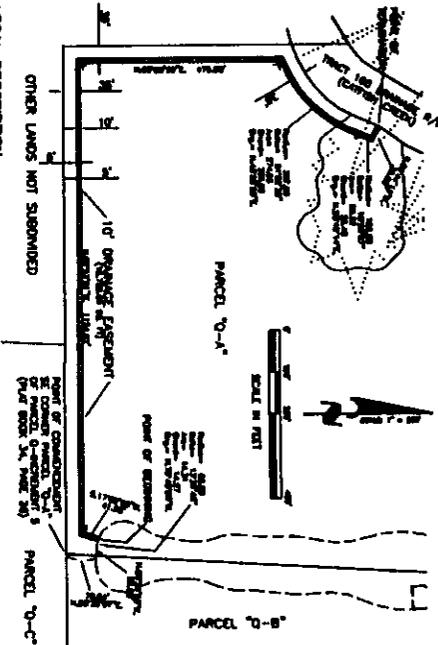




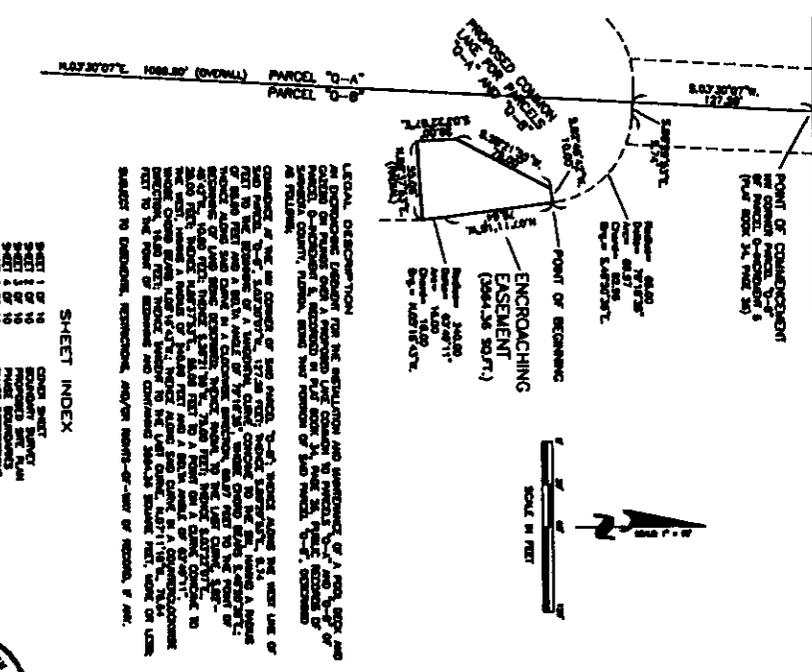
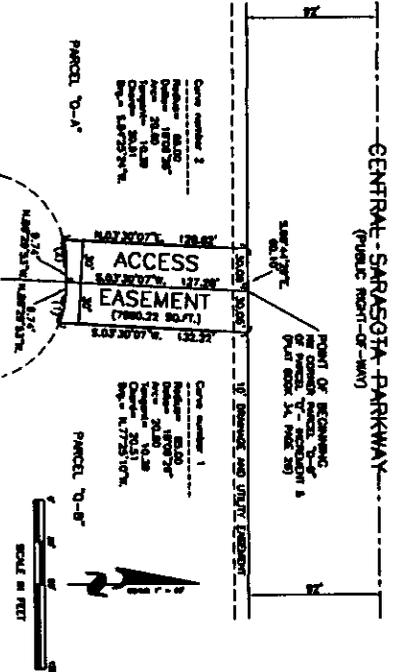
PHASE 7 AMENDMENT TO  
PLAZA DE FLORES, A CONDOMINIUM  
BEING PARCEL 0-B OF PARCEL 0-  
INCREMENT 5, A SUBDIVISION RECORDED  
IN PLAT BOOK 34, PAGES 26 AND 26A,  
AND LYING IN SECTION 34, TOWNSHIP  
37 SOUTH, RANGE 18 EAST,  
SARASOTA COUNTY, FLORIDA.

EASEMENTS

NOTE: THESE EASEMENTS ARE CONTAINED IN A SEPARATE LEGAL INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3007, PAGE 2207, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.



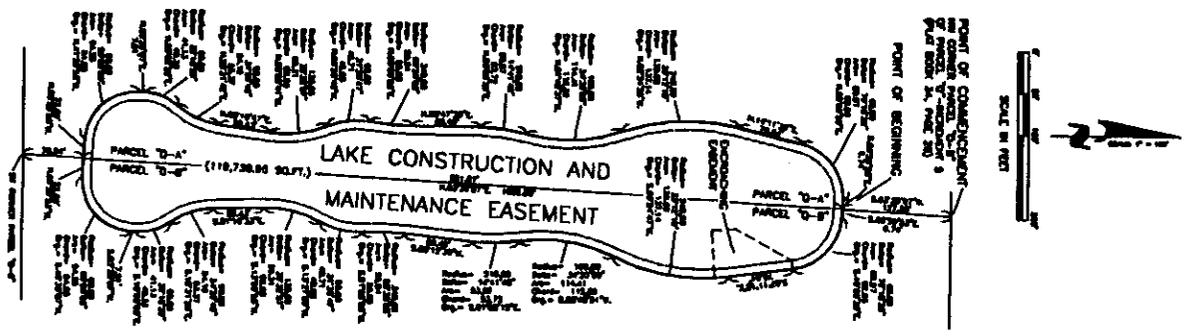
LEGAL DESCRIPTION FOR THE REGULATION, OPERATION AND MAINTENANCE OF AN IMPROVED PAVEMENT FOR THE A DRIVEWAY EASEMENT... PARCEL 0-A, PARCEL 0-B, PARCEL 0-C, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, BEING A SUBDIVISION RECORDED IN PLAT BOOK 34, PAGE 26 AND 26A, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.



SHEET INDEX

SHEET 1 OF 10	CONDOMINIUM PLAN
SHEET 2 OF 10	CONDOMINIUM PLAN
SHEET 3 OF 10	CONDOMINIUM PLAN
SHEET 4 OF 10	CONDOMINIUM PLAN
SHEET 5 OF 10	CONDOMINIUM PLAN
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SHEET 9 OF 10	CONDOMINIUM PLAN
SHEET 10 OF 10	CONDOMINIUM PLAN



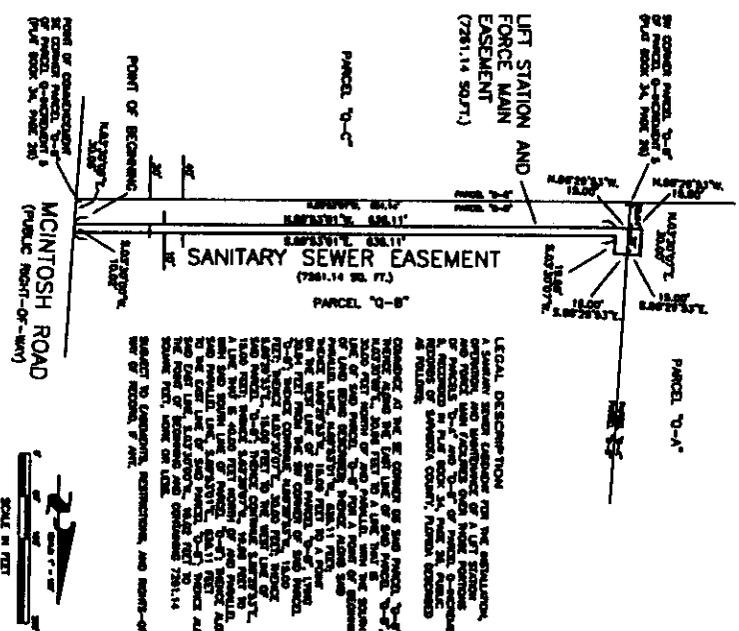


**LEGAL DESCRIPTION**

THAT CERTAIN PORTION OF THE CONDOMINIUM AND MAINTENANCE OF A LAKE COMMON TO BE CONVEYED TO THE CONDOMINIUM DEVELOPER AS SHOWN ON THE PLAT OF PARCELS 0-1 THROUGH 0-10 OF PHASE 7 AMENDMENT TO THE DECLARATION OF PLAZA DE FLORES, A CONDOMINIUM BEING PARCEL 0-B OF PARCEL 0-1 IN PLAT BOOK 34, PAGE 26 AND 26A, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.

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**SHEET INDEX**

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01	02	03	04	05	06	07	08	09	10
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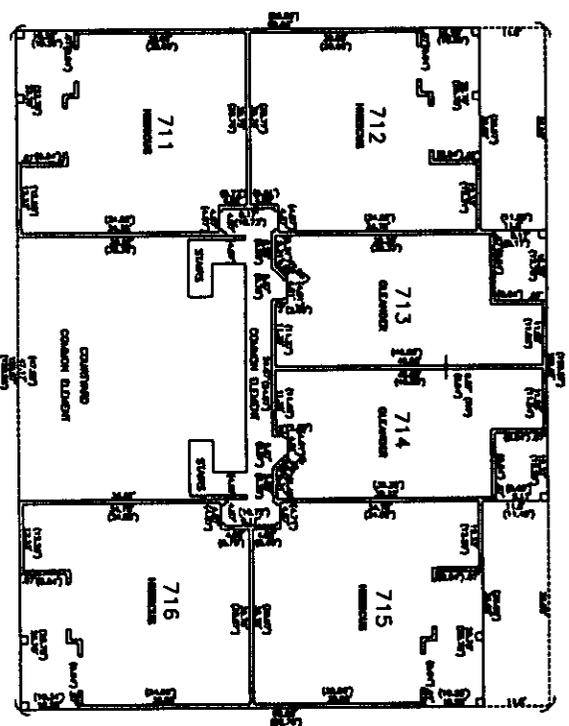
**CONDOMINIUM BOOK 33 PAGE 25-25**

**SHEET 9 OF 10 SHEETS**

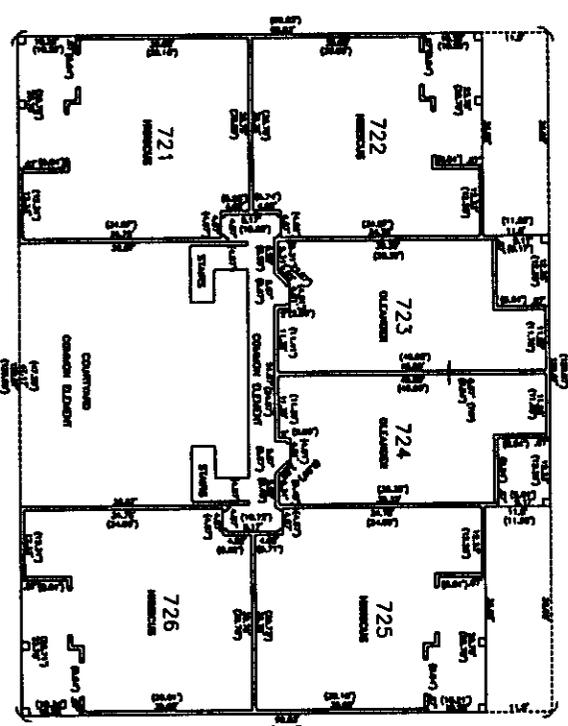
**PHASE 7 AMENDMENT TO PLAZA DE FLORES, A CONDOMINIUM BEING PARCEL 0-B OF PARCEL 0-1 IN PLAT BOOK 34, PAGE 26 AND 26A, AND LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA.**

**EASEMENTS**





FIRST FLOOR, BUILDING NO. 7  
SCALE 1/4" = 1'-0"



SECOND FLOOR, BUILDING NO. 7  
SCALE 1/4" = 1'-0"

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SHEET 10 OF 10 SHEETS  
PHASE 7 AMENDMENT TO  
PLAZA DE FLORES, A CONDOMINIUM  
BEING PARCEL 0-B OF PARCEL 0-  
INCREMENT 5, A SUBDIVISION RECORDED  
IN PLAT BOOK 34, PAGES 26 AND 26A,  
AND LYING IN SECTION 34, TOWNSHIP  
37 SOUTH, RANGE 18 EAST,  
SARASOTA COUNTY, FLORIDA.



722 DENOTES UNIT NO.  
2379' DENOTES PLAT DIMENSION  
(23.79') DENOTES 45-SHIFT DIMENSION

1	GROUND ELEVATION - 13'15"
2	FIRST FLOOR ELEVATION - 0'00"
3	SECOND FLOOR ELEVATION - 10'00"
4	THIRD FLOOR ELEVATION - 20'00"
5	FOURTH FLOOR ELEVATION - 30'00"
6	FIFTH FLOOR ELEVATION - 40'00"
7	SIXTH FLOOR ELEVATION - 50'00"
8	SEVENTH FLOOR ELEVATION - 60'00"
9	EIGHTH FLOOR ELEVATION - 70'00"
10	NINTH FLOOR ELEVATION - 80'00"
11	TENTH FLOOR ELEVATION - 90'00"
12	ELEVENTH FLOOR ELEVATION - 100'00"
13	TWELFTH FLOOR ELEVATION - 110'00"
14	THIRTEENTH FLOOR ELEVATION - 120'00"
15	FOURTEENTH FLOOR ELEVATION - 130'00"
16	FIFTEENTH FLOOR ELEVATION - 140'00"
17	SIXTEENTH FLOOR ELEVATION - 150'00"
18	SEVENTEENTH FLOOR ELEVATION - 160'00"
19	EIGHTEENTH FLOOR ELEVATION - 170'00"
20	NINETEENTH FLOOR ELEVATION - 180'00"
21	TWENTIETH FLOOR ELEVATION - 190'00"
22	21ST FLOOR ELEVATION - 200'00"
23	22ND FLOOR ELEVATION - 210'00"
24	23RD FLOOR ELEVATION - 220'00"
25	24TH FLOOR ELEVATION - 230'00"
26	25TH FLOOR ELEVATION - 240'00"
27	26TH FLOOR ELEVATION - 250'00"
28	27TH FLOOR ELEVATION - 260'00"
29	28TH FLOOR ELEVATION - 270'00"
30	29TH FLOOR ELEVATION - 280'00"
31	30TH FLOOR ELEVATION - 290'00"
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37	36TH FLOOR ELEVATION - 350'00"
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68	67TH FLOOR ELEVATION - 660'00"
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