

STATE OF FLORIDA  
BEFORE THE PUBLIC SERVICE COMMISSION

THE COLONY BEACH & TENNIS  
CLUB, INC.

DOCKET NUMBER 991680-EI

Complainant  
V.

Florida Power & Light

Respondent  
/

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PUBLIC SERVICE COMMISSION

COMPLAINT

COMES NOW the Colony Beach and Tennis Club Inc., located at 1620 Gulf of Mexico Dr, Longboat Key, Florida and hereby files this complaint against Florida Power & Light Company with the Florida Public Service Commission pursuant to Section #25-22.032 of the Florida Administrative Code.

I. Applicable Rule : The applicable rules which form the basis of the complaint are Rule 25-6.093(2) and Rule 25-6.049(5)(a)(3) of the Florida Administrative Code. In pertinent part the rules at issue provide:

Rule 25-6.093(2) "Upon request of any customer, the utility is required to provide to the customer a copy and/or explanation of the utility's rates and provisions applicable to the type or types of service furnished or to be furnished such customer, and to assist the customer (Emphasis Added), in obtaining the rate schedule which is most advantageous to the customers requirements."

Rule 25-6.049(5)(a)(3) Individual electric metering shall not be required:

"For electric used in specialized-use housing accommodations such as hospitals, nursing homes, living facilities located on the same premises as, and occupied operated in conjunction with, a nursing home or other health care facility providing at least the same level and types of

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services as a nursing home, convalescent home, facilities certificated under Chapter 651, Florida Statutes, college dormitories, convents, sorority houses, fraternity houses, motels, hotels, and similar facilities."

**II. Underlying Statute F.S. 366.05(1):** The applicable portion of the underlying statute indicates that the commission shall have the power to prescribe fair and reasonable rates and charges, classifications, standards of quality measurements, and service rules and regulations to be observed by each public utility. Rule 25-6.093(2) and Rule 25-6.049(5)(a)(3) have been adopted to accomplish this principle. The implementation of fair and reasonable rates and charges by the public utility companies in Florida is a goal of the Public Service Commission established by the legislature. See F.S. 366.03.

**III. Facts Alleged:** According to the Certificate of Agreement of Limited Partnership, Colony Beach & Tennis Club, Ltd. was established in 1976 for the primary purpose of operating and managing as rental accommodations, in a beach resort and tennis club, 232 hotel condominium units, in Longboat Key, Florida. (See Exhibit "2" Article 3). Further, the partnership documents, which remain in full force and effect today, permit each limited partner to occupy any unit rent free for no more than thirty (30) days out of each calendar year. In other words, the Colony has no permanent residents, other than management personnel. (Exhibit "2", Appendix VI, Page 9, Section 10.2).

The resort has continuously operated as a hotel pursuant to Section 509.242(1)(a) Florida Statutes with no permanent residents (other than management), since its inception in 1976. The Colony has been licensed with the State of Florida,



Department of Business Regulation as a hotel/motel and restaurant since before 1988. It has also been licensed and/or registered with the City of Longboat Key as a hotel/motel since prior to 1988, and licensed with Sarasota County as a hotel since the inception of the County Occupational License.

In addition, the Colony operates a gourmet restaurant and convention facility, and has been a world renowned tennis resort for more than ten (10) years. Since opening, the restaurant has received service by FP&L on a commercial demand rate.

On or about January 1988, through its Chief Engineer, Jerry Sanger, the Colony requested assistance from Florida Power & Light to master meter the facility and to obtain service on the most cost advantageous rate. At that time, Florida Power and Light refused to allow the Colony to master meter the resort and switch from a residential rate to the more cost advantageous commercial demand rate.

In early 1997, the Colony made another request to Florida Power & Light to master meter the hotel, and to assist the Colony in obtaining the most cost effective rate. At that time Florida Power & Light complied with the request for master metering and switched the Colony to a lower commercial general service demand rate. The Colony alleges that FP&L should have allowed the Colony to master meter the hotel in 1988, and assisted the Colony in receiving service on the lower rate. As a result of Florida Power's refusal to allow the Colony to master meter the resort, the Colony has paid more for electricity to FP&L than it should have between 1988 and June 1998, the date the hotel was master metered.

**IV. Issues In Dispute:** Although Florida Power & Light does not dispute the Colony's contention that it requested assistance for master metering in 1988, and help in obtaining a lower electric rate, it appears that FP&L does not accept the affidavits provided by Jerry Sanger and Michael Moulton as proof that the Colony made such request.

Florida Power & Light disputes the allegation that FP&L was obligated to assist the Colony in master metering the property at in 1998. (See Exhibit "8")

**V. Actions Constituting Violation:** Florida Power & Light's refusal to assist the Colony in master metering its facility and obtaining service on the lower commercial demand rate in 1988, was a violation of Rule 25-6.093(2), and discriminatory in that other hotel competitors in the Longboat Key area were receiving electric service from FP&L at the lower general service demand rate.

**VI. Relief Requested:** The Colony seeks relief for the inequity which resulted from being charged a higher electric rate than all of its local hotel competitors for the period of time in question.

The Colony requests a refund from FP&L for the difference in what the Colony paid to FP&L under the higher residential rates from January 1988 through July of 1998, and what the Colony would have paid under the lower commercial demand rates for the same period, plus appropriate interest.

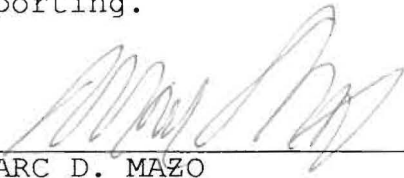
**VII. Additional Information -** In early 1997, on behalf of the Colony, Marc Mazo had numerous discussions with representatives from FP&L to request FP&L convert the Colony to

master metering and service the resort on a commercial demand rate. At that time, FP&L conducted a site survey and evaluation of the Colony's operation. The Colony was recognized by FP&L as a hotel (See Attached Exhibit "9"), and FP&L agreed to assist in the master metering of the facility. The Colony's facility has not changed significantly since it requested master metering in 1988, and has continued since that time to operate as a hotel.

Neither the Colony nor FP&L has any written documents which evidence the Colony's 1988 request to FP&L for master metering. And, in accordance with FP&L's tariff 1.1, service may be obtained upon application by telephone or in writing. The Colony has submitted sworn affidavits to FP&L from the Chief Engineer and Vice President who were both employed by the Colony in 1988. Both have issued sworn statements regarding their personal knowledge of the Colony's request for master metering. The affidavits are attached as Exhibit "8".

The Colony has discussed this matter at length with FP&L, and has provided FP&L with a copy of all documents attached to this complaint and indexed as Exhibit "1" through Exhibit "9". The attached documents are all those documents known to the Colony to support its claim in this matter, other than copies of electric bills.

I HEREBY CERTIFY that the foregoing Complaint has been furnished by U.S. Mail this 2nd day of November, 1999, to the Public Service Commission, Attn: Ms Blanca s. Bayo, Director, Division of Records and Reporting.

  
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MARC D. MAZO  
14252 Puffin Court  
Clearwater, Florida 33762  
(~~813~~) 573-5787

Authorized Representative  
The Colony Beach and Tennis Club

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\*(Operation of Colony has always been a hotel)

Copies of all <sup>attached</sup> documents with Index have been furnished to FP&L prior to filing this complaint.



cc-P 8-17-84  
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DECLARATION OF CONDOMINIUM  
OF  
COLONY BEACH & TENNIS CLUB  
A Condominium Resort Hotel \*

MADE this .... day of ....., 197.., by COLONY BEACH ASSOCIATES, LTD., a Florida Limited Partnership, hereinafter referred to as the "Developer", for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

ARTICLE 1.

Purpose

1.1 The purpose of this Declaration is to submit the lands described in this instrument and the improvements constructed or to be constructed thereon to the Condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, herein called the Condominium Act.

ARTICLE 2.

Identification

2.1 *Name and Address.* The name by which this Condominium is to be identified is COLONY BEACH & TENNIS CLUB, a Condominium Resort Hotel, and its address is 1620 Gulf of Mexico Drive, Longboat Key, Sarasota County, Florida.

2.2 *The Land.* The lands, owned by the Developer, which by this instrument are submitted to the Condominium form of ownership, are the lands lying and being situate in Sarasota County, Florida, as are described in Exhibit A attached hereto, which lands are herein called the "Land", together with and subject to the easements therein described, and otherwise set forth herein.

ARTICLE 3.

Definitions

3.1 *Definitions.* The terms used in this Declaration and in its Exhibits shall have the meanings stated in the Condominium Act and as hereinafter provided, unless the context otherwise requires.

3.2 *Unit.* "Unit" means a part of the condominium property which is to be subject to private ownership. In the case of an unimproved building site, Unit includes the right to construct Units upon such site. When used in a conveyance to a Unit, and elsewhere when the context permits, the word Unit shall include the appurtenances thereto which are elsewhere described.

3.3 *Residential Units and Accessory Units.* "Residential Units" and "Accessory Units" are defined in Article 5.3 hereof.

3.4 *Unit Owner.* "Unit Owner" means the owner of a Condominium parcel.

3.5 *Association.* "Association" means COLONY BEACH & TENNIS CLUB ASSOCIATION, INC., a non-profit Florida corporation, and its successors.

3.6 *Condominium*. Condominium means all of the Condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

3.7 *Developer*. "Developer" means COLONY BEACH ASSOCIATES, LTD. and every subsequent owner of an unimproved Unit Building Site.

3.8 *Recreational Facilities Lease*. "Recreational Facilities Lease" means that certain ninety-nine (99) year Lease between Developer and Association, a fully executed copy of which is attached hereto as Exhibit "D".

3.9 *Recreational Facilities*. Recreational Facilities means and includes the facilities provided under the Recreational Facilities Lease.

3.10 *Condominium Interest*. Condominium interest means a unit as herein defined together with an interest as a limited partner in COLONY BEACH & TENNIS CLUB, LTD. (the "Partnership").

3.11 *Partnership*. Partnership means COLONY BEACH & TENNIS CLUB, LTD., a limited partnership organized for the purpose of operating the Condominium as a resort hotel.

3.12 *Common Elements*. Common elements shall include: (a) the condominium property not included in the units; (b) tangible personal property required for the maintenance and operation of the common elements even though owned by the Association; and (c) other items as stated in the Condominium Act.

3.13 *Common Expenses*. The common expenses include:

(a) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions, if any, of Units to be maintained by the Association, including but not limited to:

(i) Fire and other casualty and liability insurance and Workmen's Compensation as provided herein.

(ii) Costs of management of the Condominium, administrative costs of the Association, including professional fees and expenses.

(iii) Costs of water, operation and maintenance of sewage facilities, electricity and other utilities which are not metered to the individual Condominium Units.

(iv) Labor, materials and supplies used in conjunction with the common elements.

(v) The cost of such additional land and improvements as may be purchased and added to the Condominium as common elements by action of the Board of Directors or the Association.

(vi) Damages to the Condominium property in excess of insurance coverage.

(vii) Salary of a resident manager, his assistants and agents, and expenses only incurred in the management of the Condominium property.

(viii) All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the Condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws of the Association.

(b) Rental, taxes, special assessments, insurance, maintenance, operation, repair, replacement, alteration or improvement of the Recreational Facilities and other expenses under the Recreational Lease.

(c) Expenses declared common expenses by provisions of this Declaration or the Bylaws.

(d) Any valid charge against the Condominium property as a whole.

3.14 *Singular, Plural, Gender.* Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

3.15 *Utility Services.* As used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and Bylaws, utility services shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air-conditioning and garbage and sewage disposal.

3.16 *Bylaws.* "Bylaws" means the Bylaws of the Association.

3.17 *Articles of Incorporation.* "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association.

#### ARTICLE 4.

##### Development Plan.

4.1 *Development Plan.* The Condominium is described and established as follows:

4.2 *Survey.* A survey of the Land and plot plan locating the improvements thereon and to be constructed thereon that are subject to this Condominium and a graphic description of such improvements constructed or to be constructed thereon and identifying the common elements and each Unit together with the floor plans and the approximate locations and dimensions of such Units, buildings and other improvements to be placed upon the Land, is attached as Exhibits . . . . , which Exhibits are also recorded in Condominium Book . . . . ., pages . . . . ., Public Records of Sarasota County, Florida.

4.3 *Easements.* Each of the following easements are hereby reserved in favor of the Developer, its grantees, successors and assigns and are covenants running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the condominium and the exclusion of any of the lands of the condominium from the condominium:

(a) *Utilities.* As may be required for utility services in order to adequately serve the condominium and to adequately serve lands (other than the condominium property) previously, now or hereafter owned by the Developer which are adjacent to or in the vicinity of the condominium property including the recreational facility and the land included within the Recreational Facilities Lease; provided, however, easements through a unit shall only be according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved, in writing, by the unit owner. The provisions of this paragraph may not be changed without the consent of the developer.

(b) *Pedestrian and Vehicular Traffic.* For pedestrian traffic over, through and across sidewalks, paths, walks and lanes, as the same may from time to time exist, upon the common elements; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and other portions of the common elements intended for such purposes but the same shall not give or create in any person the right to park upon any portions of the condominium property, except those intended to be used for parking purposes and reasonably suitable therefor. These easements are also expressly reserved for the benefit of adjacent land of the developer not included in the condominiums including the lands under the Recreational Facilities Lease.



(c) *Easement for Unintentional and Non-Negligent Encroachments.* If a unit shall encroach upon any common element or upon any other unit by reason of original construction or by the non-purposeful or non-negligent act of the unit owner, then an easement appurtenant to such encroaching unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any common element shall encroach upon any unit by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

(d) *Easements for Certain Accessory Units and Patrons.* Certain Accessory Units will be used by the public as well as the unit owners and guests of the Condominium. Easements are therefore reserved for pedestrian traffic over, through and across the sidewalks, paths, walks, corridors, halls, lanes and other portions of the common elements serving such units and suitable for such purposes, for vehicular traffic over, through and across the roadways of the Condominium and other portions of the common elements intended for such use, and for vehicular parking on such portions of the common elements as may be reasonably suitable for such purposes. These easements are intended to be appurtenant to each of the accessory units and for the benefit of the owner of each such unit, his invitees, licensees, and guests and all other persons lawfully frequenting such units. The provisions of this sub-paragraph may not be changed without the written consent of the owners of all the Accessory Units.

4.4 *Recreational Facilities Lease.* Simultaneously with the execution of the Declaration and the adoption of the By-Laws, the Association, as lessee, through its original Board of Directors and officers, for the recreation, enjoyment, use and other benefit of the persons therein described has acquired a long-term leasehold interest (Recreational Facilities Lease) in and to lands not a part of the lands included in the condominium. It is specifically recognized that some or all of the persons comprising the original Board of Directors and the officers of the Association are general and/or limited partners of the Lessor under said lease or stockholders, directors or officers in COLONY BEACH & TENNIS CLUB, INC. and that such circumstances shall not and cannot be construed or considered as a breach of their duties to the Association nor as possible grounds to invalidate such lease in whole or in part. Said lease may not be amended, revised, or modified except in accordance with the provisions relative to amendment set forth in this Declaration unless the Lessor, in writing, shall waive such procedure, in which case said lease may be amended, revised, or modified by the expression thereof executed by the Board of Directors of the Association and by the Lessor with the formality required for deeds and duly filed among the Public Records of Sarasota County, Florida. Each present and future Residential Unit owner, his heirs, grantees, personal representatives, successors and assigns, (except for owners of Units 500, 501, Vagabond Unit and Beachview Unit) and the Developer, as present owner of all of the Residential Units (except for Units 500, 501, Vagabond Unit and Beachview Unit) and condominium property, shall be bound by said lease to the same extent and effect as if he had executed said lease for the purpose therein expressed, including but not limited to (a) subjecting all his right, title and interest in his condominium parcel, the condominium and the Association to the lien rights granted the Lessor in Section 9 of said lease and creating, constituting, affirming and imposing such lien under Section 9 of said lease, ab initio and anew against such owner's condominium parcel; (b) adopting, ratifying, confirming and consenting to the execution of the lease by the Association, as lessee; (c) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefor in said lease; (d) ratifying, confirming and approving each and every provision of said lease, and acknowledging that all of the terms and provisions thereof, including rental reserved, are reasonable; and (e) agreeing that the persons acting as directors and officers of the Association in the acquisition of such leasehold have not breached any of their duties or obligations to the Association, or its members. The provisions of this Paragraph 4.4 shall be deemed

to be declared a covenant running with the land of the condominium and shall until the Lessor shall declare otherwise, remain as such and be in full force and effect during the term of said lease whether or not the condominium in this Declaration created be sooner terminated. The Association is authorized and empowered and shall do all things necessary to fully effectuate, ratify and adopt and execute said lease and any renewals, revisions, and amendments thereof which the Board of Directors of the Association and the Lessor shall approve. The Association is appointed and shall be the irrevocable agent in fact, with full power of substitution, of each and every Residential Unit Owner, (except for owners of Units 500, 501, Vagabond Unit and Beachview Unit) for all purposes provided in said lease to do and perform each and every act and thing required of unit owners in said lease and to consent to and execute any and all documents, if necessary, to effectuate any and all of the provisions of said lease. Whenever any of the provisions of said lease and this Declaration shall be in conflict, the provisions of said lease shall be controlling. The expense of rental, replacements, and other undertakings, as set forth in the lease are hereby declared to be common expenses. Each unit owner shall have the right to use, occupy, and enjoy the Recreational Facilities through the Association, as lessee, subject to all of the provisions of said lease, this Declaration, the By-Laws, such rules and regulations which the Association or its designee may from time to time adopt and the certificate and agreement of limited partnership of the Partnership.

4.5 *Management Agreement.* Simultaneously with the execution of the Declaration and the adoption of the Bylaws, the Association by and through its original Board of Directors and officers has entered into an Agreement with COLONY BEACH & TENNIS CLUB, INC. entitled "Management Agreement", a copy of which is attached hereto as Exhibit "E". Amendment or revision of such Management Agreement shall not require the procedures for an amendment to the Declaration or to the Bylaws and may be accomplished by expression thereof executed by the Board of Directors of the Association and the Manager with the formality required for deed and duly filed among the Public Records of Sarasota County, Florida. Each residential unit owner, his heirs, grantees, successors and assigns, shall be bound by said Management Agreement to the same extent and effect as if he had executed said Management Agreement for the purposes herein expressed including but not limited to (a) adopting, ratifying, confirming, and consenting to the execution of said Management Agreement by the Association; (b) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefor in said Management Agreement; (c) ratifying, confirming and approving each and every provision of said Management Agreement and acknowledging that all of the terms and provisions thereof, including manager's fee, are reasonable; and (d) agreeing that the persons acting as directors and officers of the Association entering into such agreement have not breached any of their duties or obligations to the Association or its members. It is specifically recognized that some or all of the persons comprising the original Board of Directors and the officers of the Association are general and/or limited partners in the Developer or stockholders, directors or officers of COLONY BEACH & TENNIS CLUB, INC. and that such circumstance shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Management Agreement in whole or in part. The Management Agreement, each and every provision thereof and the acts of the Board of Directors and officers of the Association entering into such agreement be and the same are hereby ratified, confirmed, approved and adopted.

4.6 *Construction of Units.* It is recognized that at the date hereof, construction of all of the improvements and Units contemplated by the Declaration, survey and plot plan described in Exhibit A have not been completed. Developer expressly reserves every right necessary or desirable relating to the common elements and the Condominium property generally, for the purpose of constructing and building said improvements and Units and effecting sale or lease of all of the Condominium Units. Developer also reserves the right to amend this Declaration of Condominium in order to add the Units or other improvements to be constructed thereon to this Declaration, and any other provision

that may be necessary to conform the units and other improvements to be constructed with this Declaration. This Declaration may be amended by Developer by filing of such additional plans or surveys as may be required to reflect changes in building or other improvement plans, if any; and locations of the buildings or other improvements, if changed; and in order to show the completion of such buildings and other improvements. Such completion may be shown by a certificate of an architect, engineer or surveyor certifying that the contemplated improvements have been constructed substantially as herein represented, or if not so constructed, then designating the changes made. Such plans or certificate, when signed and acknowledged by the Developer, shall constitute an amendment to this Declaration, without approval of the Association, Unit Owners or lienors or mortgagees of Units or of the Condominium, whether or not elsewhere required for amendment. In the event of any variation between the actual situs of a building, Unit or other improvement on the Condominium property and that shown on Exhibit A, the actual situs of the unit, building or other improvement shall prevail.

4.7 *Alteration of Unit Plans.* The Developer reserves the right to change the interior design and arrangements of all Units and to alter the boundaries between Units, so long as Developer owns the Units so altered. If Developer shall make any changes in Units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one Unit is concerned, Developer shall apportion between the Units the shares in the common elements which are appurtenant to the Units concerned.

4.8 *Amendment of Declaration.* An amendment of this Declaration reflecting such alteration of Unit plans prior to the recordation of the first deed to a unit from Developer need be signed and acknowledged only by Developer and any institutional mortgagee and need not be approved by the Association, Unit Owners or other lienors whether or not elsewhere required for an Amendment.

4.9 *Management Reservations by Developer.* Developer reserves all right to the management of the affairs of the Condominium and all decisions of the Association and Board of Directors until December 31, 1977 or until the Developer elects, in writing, to terminate its control of the Condominium, with the written consent of institutional first mortgages, whichever shall first occur. During said period, Developer shall have the sole and exclusive right to take all actions and do all things in behalf of the Association, including but not limited to the right to enter into leases and the right to make contracts and agreements which extend beyond said period on behalf of the Association for the maintenance, operation and management of the Condominium property, the determination, levy and collection of assessments and the enactment and enforcement of Regulations respecting the use of the Condominium property.

4.10 *Allocation of Common Expenses During Development.* Pending conveyance of all Units by Developer, no portion of the common expenses nor liability for the same shall be allocated to any unimproved Unit building sites upon which Units have not been constructed or completed to the point of being ready for occupancy, and common expenses shall be allocated proportionately between the completed Units that have received a Certificate of Occupancy issued by the Town of Longboat Key, Florida, or a Certificate of Substantial Completion issued by Project architect, in the shares set forth in Paragraph 5.5. Each Unit shall commence bearing its proportionate share of common expenses on the first of the month following such Certification. Notwithstanding the foregoing, until December 31, 1974 or until Developer elects to make available the use of any remaining unsold units to the Partnership, whichever shall first occur, Developer guarantees that the assessment for common expenses for each unit will not exceed the amount indicated in Exhibit F attached hereto.

4.11 *Improvements.* The Condominium will include 237 Residential Units designated by the number of the Unit as indicated upon the plot plan attached hereto as Exhibit A, and 7 Accessory

Units designated by the letter of the Unit as indicated on the plot plan attached hereto as Exhibit A. Such Units as are constructed must be substantially in accordance with plans and specifications approved by Developer. Developer will furnish water distribution and sewer collection facilities for servicing the Condominium property at Developer's initial expense. The Developer will have no responsibility for the repair, maintenance and replacement thereof except as otherwise provided herein.

4.12 *Unit Boundaries.* Each Unit shall include that part of a building containing the particular Unit which lies within the boundaries of the Unit which boundaries shall be as follows:

(a) *Unit Boundaries of Residential Units and Accessory Units, Except Restaurant and Bar Unit.* The unit boundaries of all units except the Restaurant and Bar Unit shall be determined in the following manner:

(1) *Upper and Lower Boundaries.* The upper and lower boundaries of a unit shall be the following boundaries extended to their intersection with the perimetrical boundaries:

(i) *Upper Boundary* — The plane of the undecorated finished ceiling of the unit, or, in the case of a unit with more than one story, the plane of the uppermost undecorated finished ceiling of the unit.

(ii) *Lower Boundary* — The horizontal plane of the undecorated finished floor of the unit or in the case of a unit with more than one story the horizontal plane of the lowermost undecorated finished floor of the unit.

(2) *Perimetrical Boundaries.* The perimetrical boundaries of such a unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersect with each other and with the upper and lower boundaries and when there is attached to a building containing a unit a balcony, loggia, terrace, walkway, canopy, stairway or other portion of the building serving only the unit being bounded, the perimetrical boundaries of such a unit shall be the intersecting vertical planes adjacent to and which include all of such other structures and fixtures thereon.

(b) *Unit Boundaries of Restaurant and Bar Unit.* The unit boundaries of the restaurant and bar unit shall be determined in the following manner:

(1) *Upper and Lower Boundaries.* The upper and lower boundaries of the restaurant and bar unit shall be the following boundaries extended to their intersection with the perimetrical boundaries:

(i) *Upper Boundary* — The horizontal planes adjacent to and which include the exterior finished surfaces of the finished roof of the building housing the restaurant and bar Unit and all fixtures and equipment thereon.

(ii) *Lower Boundary* — The horizontal planes of the bottom or lower surfaces of the floor slab.

(2) *Perimetrical Boundary.* The perimetrical boundaries of the restaurant and bar unit shall be the following boundaries extended to intersect with each other and with the upper and lower boundaries:

(i) *Exterior Building Walls.* The intersecting vertical planes adjacent to and which include the exterior finished surfaces of the outside walls of the building bounding the restaurant and bar unit and all walkways, sidewalks, patios, service bars, terraces, canopies and other improvements attached to such building and predominantly serving only the restaurant and bar unit being bounded and all fixtures thereon except those portions not included as part of the condominium.

(ii) *Interior Building Walls.* The vertical planes of the center line of the wall bounding the restaurant and bar unit extended to intersections with other perimetrical boundaries,

*except that* if a wall between the restaurant and bar unit and another unit is of varying thickness or abuts a column or shaft, the plane of the center line of a boundary wall shall be extended to an intersection with the connecting boundary plane without regard to the difference in thickness or the plane of an intervening column or shaft and *except that* when walls of a different thickness abut with a flush side so that their center lines do not intersect the plane of the center line of the thinner wall shall be extended into the thickest wall for distance which is one-half the thickness of the thinner wall and the boundary shall thence run at a right angle to the plane of the center line of the thickest wall.

## ARTICLE 5.

### The Units

5.1 *The Units.* The Units of the Condominium are more particularly described and the rights and obligations of their owners established as hereinafter provided.

5.2 *Unit Numbers.* There are 237 Residential Units in the Condominium numbered and identified as depicted on Exhibit A attached hereto. There are 7 Accessory Units in the Condominium lettered and depicted as shown on Exhibit A. Each Unit is or will be located substantially as shown on the plat attached hereto as Exhibit A.

### 5.3 *Types of Units.*

(a) *Residential Units.* The various types of residential condominium units are:

(i) *Apartment Units* — There are 208 apartment type units located in 2½ story wood frame buildings. 104 of the units will be 2 bedroom, 2 bath, and 104 of the units will be 1 bedroom, 1 bath. Each of the units will include a living room, dining area, entry area and kitchen. The 1 bedroom units are numbered 101S through 156S inclusive, and 101N through 148N inclusive. The 2 bedroom units are numbered 201S through 256S inclusive, and 201N through 248N all of which are more particularly shown on and located on Exhibit A attached hereto.

(ii) *Clubhouse Units* — There will be 12, 1 bedroom, 1½ bath clubhouse units on the third and fourth floors of the Clubhouse Building. Each of these units will include a living room, dining area, kitchen, one bedroom and a balcony. These units will be numbered 301, 303, 305, 307, 309, 311, 401, 403, 405, 407, 409, and 411 and are more particularly shown on and located on Exhibit A attached hereto.

(iii) *Presidential Unit and Vice Presidential Unit.* These units are both located above the building housing the Restaurant and Bar Unit and Mens' Shop Unit (Accessory Units). Each is a 1 bedroom, 1 bath unit, more particularly shown on and located on Exhibit A attached hereto.

(vi) *Beach Units* — There will be 3 1 bedroom, 2 bath beach units numbered 1B, 2B and 3B more particularly shown on and located on Exhibit "A" attached hereto. These units do not have kitchen facilities.

(v) *Lanai Units* — There will be 5 lanai units numbered 4B through 8B inclusive, and are more particularly shown on and located on Exhibit "A" attached hereto. Each of these units will include a small living room, kitchen, dining area, one bedroom and one bath.

(vi) *Special Units* — There are 7 special units which include 4 beachfront cabins and three penthouse units on the fifth and sixth floors of the Clubhouse Building more particularly shown and located on Exhibit "A" attached hereto.



(b) *Accessory Units.* There are seven (7) accessory units as follows:

- (i) Restaurant and bar unit (A).
- (ii) Locker room unit (located on the first floor of the clubhouse) (B).
- (iii) Pro shop unit (located on the first floor of the clubhouse) (C).
- (iv) Meeting room and clubhouse unit (located on the second floor of the Clubhouse Building) (D).
- (v) Food and beverage service unit (located on the second floor of the clubhouse) (E).
- (vi) Men's shop unit (F).
- (vii) Gift shop unit (G).

All of the above are more particularly shown, depicted and located on Exhibit "A" attached hereto.

5.4 *Appurtenances to Units.* The Owner of each Unit shall own a share and certain interests in the Condominium property, which share and interests are appurtenant to his Unit, including, but not limited to the following items that are appurtenant to the Units as indicated:

(a) *Common Elements and Common Surplus.* The undivided share in the land and other common elements which are appurtenant to each Unit is as follows: An undivided 1/244th share for each Unit. The undivided share in the common surplus which is appurtenant to each Unit is as follows: An undivided 1/237th share for each Residential Unit. The foregoing right to a share of the common surplus does not include the right to withdraw or require payment or distribution of the same.

(b) *Association Membership.* The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association.

(c) *Recreational Facilities.* The right to use, occupy and enjoy the Recreational Facilities subject to the provisions of the Recreational Facilities Lease, this Declaration, the By-Laws, Rules and Regulations and the Certificate and Agreement of the Partnership.

5.5 *Liability for Common Expenses.* Each owner of a Residential Unit shall be liable for a 1/237 share of all common expenses other than rent which the Association has obligated itself to pay under the Recreational Facilities Lease. Each Residential Unit Owner, except the owners of Residential Units 500, 501, the Vagabond Unit and the Beachview Unit shall be liable for the rental due under the Recreational Facilities Lease, which rental the Association, as Lessee, has obligated itself to pay, on the following basis: \$50 per month for all 1 bedroom residential units other than the Beach Units and \$60 per month for all other residential units, subject to adjustment upward as provided in said Lease. The Accessory Unit Owners shall not be liable for nor assessed for any common expenses or rental or other expenses due under the Recreational Facilities Lease.

## ARTICLE 6.

### Maintenance, Alteration and Improvement

6.1 *Maintenance, Alteration and Improvement.* The responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvement thereof shall be as hereinafter provided.

6.2 *By the Association.* The Association shall maintain, repair and replace at the Association's expense:

- (a) All portions of a Unit, except interior surfaces, contributing to the support of the Unit which portions shall include but not be limited to load-bearing columns and load-bearing walls.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association, and all such facilities contained within a Unit that service part or parts of the Condominium other than the Unit within which contained.

(c) All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association.

(d) Notwithstanding anything herein to the contrary, the Restaurant and Bar Unit shall not be maintained at Association expense but will be entirely maintained by and at the expense of the owner of said Unit.

6.3 *By the Unit Owner.* The responsibility of each Unit Owner shall be as follows:

(a) To maintain in good condition, repair and replace, at his expense, all portions of his Unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other Unit Owners. Notwithstanding anything herein to the contrary, so long as the use of any unit is being made available to the Partnership for operation with the other units as rental accommodations and the Partnership is maintaining and repairing such unit, the owner of such unit shall be relieved of his obligation hereunder to that extent.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the common elements or the interior of a Unit so long as the use of the Unit is being made available to the Partnership for operation with other Units as rental accommodations.

(c) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(d) Notwithstanding anything herein to the contrary, the exterior and interior of the Restaurant and Bar Unit shall be maintained, repaired and replaced by and at the sole expense of the owner of such Unit.

6.4 *Alteration and Improvement.* Except as elsewhere reserved to Developer, neither a Unit Owner nor the Association shall make any alterations in the portions of a Unit that are to be maintained by the Association, or the common elements, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Unit, or impair any easements, without first obtaining the approval in writing of owners of all Units in which such work is to be done or affected thereby and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State, shall be filed with the Association prior to the start of the work.

6.5 *Common Elements, By the Association.* The maintenance and operation of the common elements and Recreational Facilities shall be the responsibility of the Association as a common expense.

6.6 *Alteration and Improvements of Common Elements.* After the completion of the improvements included in the common elements which are contemplated by this Declaration, or which may be added or constructed by the Developer prior to December 31, 1977, there shall be no alteration or further improvement of common elements without prior approval in writing of all of the Unit Owners; provided, however, that any alteration or improvement of the common elements bearing the approval in writing of not less than 75% of the Unit Owners and which does not prejudice the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the initial cost thereof. There shall be no change in the shares and rights of a Unit Owner in the common elements which are altered or further improved, whether or not the Unit Owner contributes to the cost thereof.

## ARTICLE 7.

### Assessments

7.1 *Assessments.* The making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the Condominium Act and Bylaws and subject to the provisions thereof and as hereinafter provided.

7.2 *Partnership.* Unit owners who have made available the use of their unit to the Partnership will be relieved of paying assessments only to the extent that the Partnership makes such payments and assumes all other responsibilities of a unit owner in that regard.

7.3 *Interest; Application of Payments.* Assessments and installments on such assessments paid on or before 10 days after the date when due shall not bear interest, but all sums not paid on or before 10 days after the date when due shall bear interest at the rate of 10% per annum from the date when due until paid. All payments upon account shall be first applied to interest, and then to the assessment payment first due. All interest collected shall be credited to the general expense account.

7.4 *Lien for Assessments.* There shall be a lien for unpaid assessments as provided by the Condominium Act which shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

7.5 *Rental Pending Foreclosure.* If any foreclosure of a lien for assessment, the owner of a Unit subject to the lien shall be required to pay reasonable rental for the Unit during the foreclosure period and the Association shall be entitled to the appointment of a receiver to collect the same.

## ARTICLE 8.

### Association

8.1 *Association.* The operation of the Condominium shall be by COLONY BEACH & TENNIS CLUB ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, which shall fulfill its functions pursuant to the provisions hereinafter set forth.

8.2 *Articles of Incorporation.* A copy of the Articles of Incorporation of the Association is attached as Exhibit B.

8.3 *Powers.* The Association shall have all the powers and duties reasonably necessary to operate the condominium, as set forth in this Declaration, the By-Laws and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have all of the powers and duties of an Association, as set forth in the Condominium Act; the power to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in lands or facilities, including but not limited to country clubs, club houses, golf courses, marinas, swimming pools, tennis courts, locker rooms, and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of unit owners, exclusively or non-exclusively, and to declare the expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith to be common expenses and may make covenants and restrictions not inconsistent with the Condominium Act as may be desired; and the power to contract for the management of the condominium and to delegate to the contractor all of the powers and duties of the Association except such as are specifically required by this Declaration or by the By-Laws to have the approval of the Board of Directors or the membership of the Association; and the power to lease, grant easements, licenses or other use rights to the common elements or any portion thereof and the Recreational Facilities on either



a short-term or long-term lease, and with or without charge, exclusively or non-exclusively, as the Association may deem desirable. The Association may make and enforce reasonable and uniformly applied rules and regulations governing the use of the residential condominium units, the common elements and all Recreational Facilities. The Association is hereby irrevocably appointed attorney-in-fact for the owners of all Condominium units, to manage, control and deal with the interests of such owners in the common elements and Recreational Facilities so as to permit the Association to fulfill all its duties and obligations herein.

8.4 *Power to Lease Certain Lands.* The Association shall have the power to and has entered into a Recreational Facilities Lease to certain lands as described therein, a copy of which Lease is attached hereto as Exhibit "D". The Association shall include all rent due and cost of insurance, taxes and other expenses which the Association as lessee has obligated itself to pay under said Lease as common expenses of the Condominium and shall provide therefor in the annual budget of the Association, and each Residential Unit Owner, (except owners of Residential Units 500, 501, the Vagabond Unit and Beachview Unit) shall be liable for that portion of the rent thereunder specified in 5.5 hereof. The provisions of this subparagraph shall be construed as a covenant in favor of the lessor under said Lease, its successors and assigns, and may be enforced by it against the Association and each such unit owner, his heirs, grantees, successors, representatives and assigns.

8.5 *Bylaws.* The Bylaws of the Association shall be the Bylaws of the Condominium, a copy of which is attached as Exhibit C.

8.6 *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 the injury or damage other than the cost of maintenance and repair caused by any latent condition of the property to be maintained by the Association, or caused by the elements or other owners or persons.

8.7 *Restraint upon Assignment of Shares and Assets.* The share of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit.

## ARTICLE 9.

### Insurance

9.1 *Insurance.* The insurance other than title insurance which shall be carried upon the Condominium property and the property of the Unit Owners shall be governed by the following provisions.

9.2 *Authority to Purchase.* All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the unit building and its appurtenances, also for the benefit of unit owners and their mortgagees as their interest may appear and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of unit owners. In the case of insurance policies covering damage to unit buildings and their appurtenances, the kind of such policies and the insurance companies issuing the same shall be subject to the approval of the bank, life insurance company or savings and loan association holding the greatest dollar amount of first mortgages against units in the condominium. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any unit owner but the unit owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association. Unit owners shall furnish the Association with copies of all insurance policies obtained by them.

### 9.3 Coverage.

(a) *Casualty.* All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, 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; and

(ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) *Public Liability.* In such amounts and such coverages as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

(c) *Workmen's Compensation Policy.* To meet the requirements of law.

(d) *Other.* Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(e) *Personal Property of Unit Owners.* Unit Owners must provide coverage for their own personal property while in their Units.

9.4 *Premiums.* Premiums for insurance shall be a common expense. Premiums shall be paid by the Association.

9.5 *Insurance Trustee Share of Proceeds.* All property casualty insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being an institution having offices in Sarasota County, Florida, and possessing trust powers as may from time to time be approved by the Board of Directors of the Association, which Trustee is herein referred to as "Insurance Trustee"; provided, however, that the foregoing right of the Board of Directors to select the Insurance Trustee shall be subject to the approval of the bank, the insurance company or savings and loan association holding the greatest dollar amount of first mortgages against units in the condominium. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee:

(a) *Common Elements.* Proceeds on account of damage to common elements — an undivided share for each unit owner of the condominium, such share being the same as the undivided share in the common elements appurtenant to his unit.

(b) *Units.* Proceeds on account of damage to units shall be held in the following undivided shares:

(i) When the building is to be restored for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Board of Directors of the Association.

(ii) When the building is not to be restored — for the owners of units in such building in undivided shares being the same as their respective shares in the common elements.

(c) *Mortgagees.* In the event a mortgagee endorsement has been issued as to a unit, the share of a unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to

determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as in 10.1(b)(i) and (ii) provided.

9.6 *Distribution of Proceeds.* Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) *Expense of Trust.* All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(b) *Reconstruction or Repair.* If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

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

(d) *Certificate.* In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or by the Association's managing agent as to the names of unit owners and their respective shares of the distribution.

9.7 *Association as Agent.* The Association is hereby irrevocably appointed agent, with full power of substitution, for each unit owner and for each owner of any other insured interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association, to bring suit thereon in the name of the Association and/or other insureds and deliver releases upon payments of claims, and to otherwise exercise all of the rights, powers and privileges of the Association and each owner of any other insured interest in the condominium property as an insured under such insurance policies.

## ARTICLE 10.

### Reconstruction or Repair after Casualty

10.1 *Determination to Reconstruct or Repair.* If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) *Common Elements.* If the damaged improvement is a common element, the same shall be reconstructed or repaired unless the damages to the building containing such common element extend to units contained within such building, in which case the provisions relative to reconstruction and repair of the building, as elsewhere herein provided, shall pertain.

(b) *Building.*

(i) *Partial Destruction.* If the damaged improvement is the building and less than 90 percent of the amount of insurance applicable to such building is forthcoming by reason of such casualty, then the building shall be reconstructed and repaired unless 75 percent of the owners of the units contained within such building and all mortgagees, being banks, savings and loan associations, and insurance companies, holding first mortgages upon units contained within such building shall within 60 days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

(ii) *Total Destruction.* If the damaged improvement is the building and 90 percent or more of the amount of casualty insurance applicable to such building is forthcoming by reason of such casualty, the building shall not be reconstructed or repaired unless within 60 days after casualty 51 percent of the owners of the units contained within such building and all mortgagees, being banks, savings and loan associations, and insurance companies, holding first mortgages, upon units contained within such building shall within 60 days after casualty agree, in writing, that the same shall be reconstructed or repaired.

(c) *Certificate.* The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or managing agent to determine whether or not the unit owners, where so provided, have made a decision whether or not to reconstruct or repair.

10.2 *Plans and Specifications.* Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged property is the building, by the owners of all damaged units therein, which approvals shall not be unreasonably withheld.

10.3 *Responsibility.* If the damage is only to those parts of units for which the responsibility of maintenance and repair is that of unit owners, then the unit owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

10.4 *Estimate of Costs.* When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

10.5 *Assessments for Reconstruction and Repair.*

(a) *Common Elements.* Assessments shall be made against all unit owners in amounts sufficient to provide funds for the payment of the cost of reconstruction and repair of common elements. Such assessments shall be in proportion to each unit owner's share in the common elements.

(b) *Units.* Assessments shall be made against the unit owners who own the damaged units in sufficient amounts to provide for the payment of such costs of reconstruction and repair. Such assessments against unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units.

10.6 *Construction Funds.* The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners shall be disbursed in payment of such costs in the following manner:

(a) *By Whom Held.* If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$10,000, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(b) *Insurance Trustee.* The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(i) *Unit Owner*. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner, shall be paid by the Insurance Trustee to the unit owner or if there is a mortgage endorsement as to such unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(ii) *Association - Lesser Damage*. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(iii) *Association - Major Damage*. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is \$10,000 or more, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iv) *Surplus*. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(v) *Certificate*. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary or the Association's managing agent as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

## ARTICLE 11.

### Use Restrictions

11.1 *Use Restrictions*. The use of the property of the Condominium shall be in accordance with the provisions hereinafter set forth. Each of these use restrictions shall be deemed a covenant running with the land.

11.2 *Units*. Each of the Residential Units shall be occupied only by the owner, his family, his servants and guests only as, and to the extent herein provided, and shall be made available to the Partnership for use as therein contemplated. "Residential Units" shall mean all Condominium Units except "Accessory Units" as herein defined. No Residential Unit shall be used at any time for any business or commercial activity, except as follows: (a) the owner of each such Unit (other than those described in clause (b) following) shall make such Unit available to the



Partnership for its purposes; (b) the owners of Residential Units 500, 501, 502, the Vagabond Unit and the Beachview Unit may rent such Units for residential purposes; and (c) Developer or its nominee may use such Residential Unit as a model or display Unit until all Condominium Units owned by Developer are sold. "Accessory Units" shall be available for commercial use but shall be limited to the commercial uses permitted by the zoning ordinances applicable to the Project. Except as reserved to Developer, no Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be effected thereby.

11.3 *Restrictions on Public Restaurant and Bar Operations.* No public restaurant and bar operations shall be carried on in any unit except the Restaurant and Bar Unit. The Food and Beverage Service Unit shall service only Unit Owners, guests of the hotel operated by the Partnership, non-unit owner members and their immediate families.

11.4 *Condominium Interest.* A Condominium unit may be transferred by its owner only in conjunction with a transfer of such owner's Partnership Interest.

11.5 *Common Elements.* The common elements shall be used only for the purposes which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners and their lawful occupants.

11.6 *Nuisances.* No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the common elements which will increase the rate of insurance upon the Condominium property.

11.7 *Lawful Use.* No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

11.8 *Leasing.* Except for the rental of Units by the Partnership as part of the hotel operations and the rental of the Accessory Units and Residential Units 500, 501, 502, the Vagabond Unit and the Beachview Unit by the owners thereof, no Units may be rented without the written consent of the Association. In such case the occupancy shall only be by the lessee, his family, his servants and guests. Unit owners agree not to lease or rent their units except through the Partnership so long as it is operating the project.

11.9 *Regulations.* Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Association, in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium by request.

11.10 *Proviso.* Provided, however, that until Developer has closed the sales of all of the Residential Units of the Condominium except Units 500, 501, 502, the Vagabond Unit and the Beachview Unit, and all contemplated improvements have been completed, neither the Unit Owners nor the Association nor the use of the Condominium property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property, and the display of signs.

## ARTICLE 12

### Notice of Lien or Suit

12.1 *Notice of Lien.* A unit owner shall give notice, in writing, to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within 5 days after the attaching of the lien.

12.2 *Notice of Suit.* A unit owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within 5 days after the unit owner received knowledge thereof.

12.3 *Failure to Comply.* Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

## ARTICLE 13.

### First Refusal Right of Developer and Purchase of Units by Association

13.1 *First Refusal Right of Developer.* Notwithstanding anything herein to the contrary, until December 31, 1977, or until the completion and sale of all residential units in the condominium, except Units 500, 501, 502, the Vagabond Unit and the Beachview Unit, whichever occurs first, the Developer shall have a right of first refusal to purchase all Units offered for sale upon the same terms and conditions as any bona fide offer received from a third party by the owner of such Unit. The Developer shall exercise its right of first refusal within 15 days after receipt of written notice from the owner of such Unit of the terms and conditions of a bona fide offer to purchase. If the Developer shall fail to exercise its right of first refusal by submitting to the Unit Owner a written offer to purchase such Unit upon the same terms and conditions set forth in such notice to Developer, it shall be deemed to have elected not to exercise its right of first refusal and the Unit Owner may then sell such Unit to the third party.

13.2 *Purchase of Units by Association.* The Association shall have the power to purchase units, subject to the following provisions:

(a) *Decision.* The decision of the Association to purchase a unit shall be made by its directors, without approval of its membership except as elsewhere provided in this section.

(b) *Limitation.* If at any one time the Association be the owner or agreed purchaser of 3 or more units, it may not purchase any additional units without the prior written approval of 75% of members eligible to vote thereon. A member whose unit is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

13.3 *Right of First Refusal on Food and Beverage Service Unit.* After the Food and Beverage Service Unit is transferred from the Developer to its first owner, or leased to its first lessee, the Association shall subsequently have a right of first refusal to purchase such unit upon the same terms and conditions as any bona fide offer received from a third party by the owner thereof. The Association

shall exercise its right of first refusal within fifteen (15) days after receipt of a written notice from the owner of such unit of the terms and conditions of a bona fide offer of purchase. If the Association shall fail to exercise its right of first refusal by submitting to the unit owner a written offer to purchase such unit upon the same terms and conditions set forth in such notice to the Association within such time period, it shall be deemed to have elected not to exercise its first right of refusal and the unit owner may then sell such unit to the third party.

#### ARTICLE 14.

##### Compliance and Default

14.1 *Compliance and Default.* Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Regulations adopted pursuant thereto and said documents and Regulations as they may be amended from time to time. Failure of a Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the relief, hereinafter provided, in addition to the remedies provided by the Condominium Act.

14.2 *Enforcement.* The Association and manager are hereby empowered to enforce this Declaration and the By-Laws and rules and regulations of the Association by entry to any unit at any reasonable time to make inspection, correction or compliance.

14.3 *Negligence.* A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association or the Partnership. A Unit Owner shall pay the Association the amount of any increase in its insurance premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the common elements, by the Unit Owner.

14.4 *Costs and Attorneys' Fees.* In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Bylaws or the Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

14.5 *No Waiver of Rights.* The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

#### ARTICLE 15.

##### Amendments

15.1 *Amendments.* Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the manner hereinafter set forth.

15.2 *Notice.* Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

15.3 *Resolution of Adoption.* A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and



members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

- (a) not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or
- (b) not less than 80% of the votes of the entire membership of the Association; or
- (c) until the first election of Directors, only by all of the Directors,

provided the amendment does not increase the number of Units nor alter the boundaries of the common elements, or the Units, except as otherwise provided herein.

15.4 *Proviso.* Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or groups of Units unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common elements, unless the record owner of the Unit and all record owners of liens thereon shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty", unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment. Neither shall an amendment attempt to change the obligations of the Association and unit owners under that certain Ninety-Nine (99) Year Lease, a copy of which is attached hereto as Exhibit "D", or any other provision of this Declaration or related provisions of the By-Laws in any way dealing with or relating to said Lease, unless the lessor under the said lease and record owners of the fee simple title to the land subject thereto shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

15.5 *Execution and Recording.* A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by all officers of the Association with all the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Sarasota County, Florida.

## ARTICLE 16.

### Termination

16.1 *Termination.* The Condominium may be terminated in the manner hereinafter provided, in addition to the manner provided in the Condominium Act.

16.2 *Agreement.* The Condominium may be terminated by the approval in writing of all of the owners of the Units therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of all mortgages upon the Units, are obtained in writing, not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for the period ending on the sixtieth (60) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. Such option shall be upon the following terms:

- (a) *Exercise of Option.* The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the Units to be purchased, of an agreement to purchase

signed by the record owners of the Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) *Price.* The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrator shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitration may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) *Payment.* The purchase price shall be paid in cash.

(d) *Closing.* The sale shall be closed within 10 days following the determination of the sale price.

16.3 *Certificate.* The termination of the Condominium shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Sarasota County, Florida.

16.4 *Shares of Owners after Termination.* After termination of the Condominium, the Unit Owners shall own the Condominium property and all assets of the Association as tenants-in-common, in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the common elements appurtenant to the owners' Unit prior to the termination.

16.5 *Amendment.* The section concerning termination cannot be amended without consent of all Unit Owners and of all record owners of mortgages upon Units.

## ARTICLE 17.

### Institutional First Mortgagees

17.1 The term "institutional first mortgagees" as used in this Declaration shall mean all savings and loan associations, banks, and insurance companies holding first mortgages upon any of the Condominium Units. Notwithstanding any of the foregoing provisions of this Declaration, the written consent of all institutional first mortgagees shall be first obtained prior to (1) the subdivision of any Unit; (2) any change in the percentage of ownership of the common surplus; (3) any change in the percentage of participation in the common expense or assessments; (4) any change in the voting rights; (5) any change in the insurance provisions; (6) any amendments to this Declaration, the Articles of Incorporation or Bylaws (except merely formal amendments to the declaration for the purpose of locating the proposed Units as constructed); and (7) termination of the Condominium. The failure of the Association and Board of Directors to comply with and 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.

ARTICLE 18.

Severability

18.1 The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision in this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

In the Presence Of:

COLONY BEACH ASSOCIATES, LTD.,  
A Florida Limited Partnership

By \_\_\_\_\_

its

ATTEST:

By \_\_\_\_\_

its

COUNTY OF SARASOTA }  
STATE OF FLORIDA }

Before me, the undersigned authority, personally appeared ..... and ..... known to me to be the General Partners of COLONY BEACH ASSOCIATES, LTD., a Florida Limited Partnership, and they did severally acknowledge the execution hereof to be their free act and deed as such Partners for the uses and purposes therein mentioned and that the said instrument is the act and deed of said Limited Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Sarasota, State and County aforesaid, this .... day of ....., 197...

My Commission Expires:

\_\_\_\_\_  
Notary Public

There will be attached to the original documents when executed the following exhibits:

- Exhibit A – Legal Description of the Condominium, the Site Plan and Condominium Plat, Unit Layouts and Elevations
- Exhibit B – Articles of Incorporation of Colony Beach & Tennis Club Association, Inc. (Appendix III)
- Exhibit C – By-Laws of Colony Beach & Tennis Club Association, Inc. (Appendix IV)
- Exhibit D – The Recreational Facilities Lease (Appendix VII)
- Exhibit E – The Management Agreement (Appendix V)
- Exhibit F – Maximum Amount of Assessments During Development Period (as appended hereafter)

*Donna*

# EXHIBIT TO DECLARATION

## EXHIBIT F (to Declaration of Condominium)

<u>Units</u>	<u>Annual Association Assessment During Guarantee Period*</u>
101S-156S (inclusive) ..... (1 BR Apts.)	\$1317
101N-148N (inclusive) ..... (1 BR Apts.)	\$1317
201S-256S (inclusive) ..... (2 BR Apts.)	\$1437
201N-248N (inclusive) ..... (2 BR Apts.)	\$1437
1B, 2B and 3B ..... (Beach Units)	\$1437
4B, 5B, 6B, 7B and 8B ..... (Lanai Units)	\$1317
9B (Presidential Unit) .....	\$1317
10B (Vice Presidential Unit) .....	\$1317
11B (Beachcomber Unit) .....	\$1437
14B (Castaway Unit) .....	\$1437
301, 303, 305, 307, 309, 311, 401, 403, 405, 407, 409, 411 ..... (Clubhouse Units)	\$1317
502 (Penthouse Unit) .....	\$1437
Other Special Units .....	\$ 717**

\*(includes Recreational Facilities Lease Payment)

\*\* (no obligation for Recreational Facilities Lease Payment)

File in Perm  
Order  
(3 hole punch)

2

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP  
COLONY BEACH & TENNIS CLUB, LTD.

THIS CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP, (the "Agreement") is made this 1<sup>st</sup> day of January, 1976, between COLONY BEACH & TENNIS CLUB, INC., a Florida corporation (hereinafter referred to as "Colony"), RESORTS MANAGEMENT, INC., a Florida corporation (hereinafter referred to as "Resorts"), as the General Partners (Colony and Resorts each being sometimes hereinafter referred to as a "General Partner" and being hereinafter collectively referred to as the "General Partners") and each of the persons whose name appears in Schedule 1 attached hereto (hereinafter referred to as the "Original Limited Partners"), who have executed and delivered a Subscription Agreement, together with payment for their capital contribution as provided therein to the General Partners thereby acknowledging to be bound by the provisions of this Agreement, and those other persons who are admitted from time to time as either Additional or Substituted Limited Partners (the Original Limited Partners and the Additional or Substituted Limited Partners being hereinafter referred to as the "Limited Partners").

ARTICLE 1

Formation

The General Partners and the Original Limited Partners have agreed to form and do hereby form a limited partnership (hereinafter referred to as the "Limited Partnership", or "Partnership"), under the Uniform Limited Partnership Law of the State of Florida (Part I, Chapter 620, Florida Statutes) for the purposes and upon the terms and conditions hereinafter set forth.

ARTICLE 2

Name

The name of the Partnership shall be Colony Beach & Tennis Club, Ltd.

ARTICLE 3

Purpose

The Partnership is formed for the primary purpose of operating and managing as rental accommodations, in a beach resort and tennis club, 232 hotel condominium units (the "condominium unit or units") located in the Colony Beach & Tennis Club, a Condominium Resort Hotel, Town of Longboat Key, Sarasota County, Florida (hereinafter referred to as the "Project") and distributing among the Partners to the extent allowed by sound business judgment, the cash generated therefrom. The Partnership shall also undertake and carry on any other enterprises which may seem to the General Partners convenient or suitable to be undertaken and which will directly or indirectly promote the interests of the Partnership or render more favorable or profitable any of its rights, interests or enterprises.

ARTICLE 4

Principal Place of Business

The principal place of business of the Partnership shall be at 1620 Gulf of Mexico Drive, Longboat Key, Sarasota County, Florida, or such other place as the General Partners may hereafter determine.

## ARTICLE 5

### Term

The Partnership shall have a term commencing when a Certificate of Limited Partnership of the Partnership has been filed with the Department of State, State of Florida, a certified copy thereof has been recorded with the Clerk of the Circuit Court in and for Sarasota County, Florida and all filing fees have been paid and will continue for ninety-nine (99) years thereafter, unless the Partnership shall be sooner terminated as herein provided or as provided by law.

## ARTICLE 6

### Partners and Capital Contributions

6.1 Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) *General Partner*. The term "General Partner" shall refer to each of Colony and Resorts or to any successor elected in the place of either of them.

(b) *General Partners*. The term "General Partners" shall refer to Colony and Resorts collectively or to any successors elected in their place.

(c) *Original Limited Partners*. The term "Original Limited Partners" shall refer to those persons named in Schedule 1, attached hereto.

(d) *Limited Partners*. The term "Limited Partners" shall refer to the Original Limited Partners and to such other persons who are admitted to the Partnership either as Additional or Substituted Limited Partners and who are then the owners of an interest in the Partnership. No person shall be admitted as a Limited Partner who is not an owner of a condominium unit in the Project.

(e) *Partners*. The term "Partners" shall refer collectively to the General Partners and to the Limited Partners.

(f) *Limited Partnership Points*. The interests of the Limited Partners in the Partnership shall be determined on the basis of Limited Partnership Points. The number of Limited Partnership Points allocated to each residential condominium unit owned by each Limited Partner in the Project is as follows:

Type of Residential Condominium Unit	Number of Limited Partnership Points per Unit
Apartment Unit (2 bedroom-2 bath) .....	1.275
Apartment Unit (1 bedroom-1 bath) .....	1.000
Clubhouse Unit .....	1.375
Beach Unit .....	1.500
Lanai Unit (East) .....	1.250
Lanai Unit (1, 2, S & W) .....	1.625
Presidential Unit .....	1.875
Vice Presidential Unit .....	1.750
Beachcomber Unit .....	2.000
Castaway Unit .....	2.000

Each Limited Partnership Interest owned by a Limited Partner shall be fully paid and nonassessable.



6.2 Capital Contributions By the General Partners. The General Partners shall jointly contribute a total of \$5,000 cash to the capital of the Partnership.

6.3 Capital Contributions of Original Limited Partners. Each of the Original Limited Partners shall contribute cash to the capital of the Partnership in an amount set forth in Schedule 1 opposite his name which amount is equal to \$185 for each Limited Partnership Point allocated to each condominium unit owned by him in the Project as set forth in Article 6.1.11 hereof.

6.4 Identity and Capital Contributions of Additional Limited Partners. The General Partners are authorized to admit and shall admit without the consent or ratification of any of the then existing Limited Partners, as an Additional Limited Partner, any person who becomes an owner of a condominium unit in the Project, at such time as:

(a) He has contributed to the capital of the Partnership, with respect to each such condominium unit, cash in the amount of \$185 for each Limited Partnership Point allocated to each condominium Unit with respect to which he seeks to become an Additional Limited Partner;

(b) He has executed an instrument by which he accepts and adopts each and every provision of this Agreement, and grants to each of the General Partners the power of attorney required by Article 18 hereof;

(c) The General Partners have consented to the admission of such person as an Additional Limited Partner of the Partnership; and

(d) The General Partners have caused to be recorded an amendment to the Certificate of Limited Partnership naming such person as a Limited Partner

The General Partners are authorized to do all things necessary to effectuate the admission of such Additional Limited Partners.

6.5 Return of Contributions. Except as specifically provided in this Agreement, or as otherwise provided by and in accordance with law, no Limited Partner shall have the right to withdraw or reduce his contribution to the capital of the Partnership. Limited Partners shall not receive interest on funds contributed by them.

6.6 Advances by General Partners. Either or both of the General Partners may, in their sole discretion, but are not required to, advance monies to the Partnership for use by the Partnership in its operation. The aggregate amount of such advances shall become an obligation of the Partnership to such General Partner or Partners and shall be repaid in accordance with their terms out of the gross receipts of the Partnership with interest at one and one-half percent (1½%) above the prime rate as quoted by the Sarasota Bank and Trust Company, Sarasota, Florida, from time to time, but not to exceed the maximum legal rate of interest. Such advances shall be deemed a loan by such General Partner or Partners to the Partnership and shall not be deemed a capital contribution. Any and all unpaid advances, together with accrued and unpaid interest shall become immediately due and payable upon termination and dissolution of the Partnership.

## ARTICLE 7

### Management and Control

7.1 General Partners Authority. The General Partners shall have full, exclusive and complete authority and discretion in the management and control of the business of the Partnership for the purposes herein stated and shall make all decisions affecting the business of the Partnership. The General Partners shall manage and control the affairs of the Partnership to the best of their ability



and shall use their best efforts to carry out the business of the Partnership set forth in Article 3. The management of the business and affairs of the Partnership shall be vested exclusively in the General Partners. As between the General Partners all decisions respecting Partnership affairs are to be made by Colony alone so long as it remains a General Partner. In connection therewith Colony shall have the full power and authority, in behalf of and in the name of the Partnership to:

(a) Acquire interests in real estate, developed or undeveloped, of every kind and description, whether from affiliates of the General Partners or others, and to borrow money in connection with such acquisitions from affiliates of the General Partners/or others.

(b) Make investments in government obligations, bank certificates of deposit, short-term debt securities, and short-term commercial paper, pending initial investment of the Partnership's funds, or to provide a source from which to meet contingencies.

(c) Expend the capital and revenues of the Partnership in furtherance of the Partnership's business.

(d) Manage, operate and develop any Partnership property or investment, and enter into operating agreements with others with respect to properties and investments acquired by the Partnership containing such terms, provisions and conditions as it shall approve.

(e) Enter into and execute (i) agreements and any and all documents and instruments customarily employed in the real estate industry in connection with the acquisition, sale, lease (whether as lessee or lessor), development and operation of real properties; (ii) agreements, commitments and any and all documents and instruments customarily employed in real estate financing; and (iii) all other instruments deemed by it to be necessary or appropriate to the proper operation of such properties and investments or to perform effectively and properly its duties or exercise its powers hereunder.

(f) Sell, lease, trade, exchange or otherwise dispose of all or any portion of Partnership property upon such terms and conditions and for such consideration as it deems appropriate, except as otherwise provided in this Agreement.

(g) Hold title to Partnership properties and/or arrange for other persons or entities to hold title to Partnership properties, in each case as nominee of the Partnership.

(h) Open, maintain and close bank accounts and to draw checks and other orders for the payment of money.

(i) Borrow money from banks, other lending institutions, and other lenders including the General Partners and affiliates of the General Partners for any Partnership purpose, and in connection therewith issue notes, debentures and other debt securities and hypothecate the assets of the Partnership to secure repayment of borrowed sums; and no bank, other lending institution or other lender to which application is made for a loan shall be required to inquire as to the purposes for which such loan is sought, and as between this Partnership and such bank, other lending institution or other lender, it shall be conclusively presumed that the proceeds of such loan are to be and will be used for the purposes authorized under this Agreement.

(j) Obtain replacement of any mortgage, encumbrance, pledge, hypothecation or other security device, and prepay, in whole or in part, refinance, increase, modify, consolidate, or extend any mortgage, encumbrance, pledge, hypothecation or other security device.

(k) Enter into agreements and contracts with parties and give receipts, releases and discharges with respect to all of the foregoing and any matters incident thereto as it may deem advisable or appropriate.

(l) Maintain, at the expense of the Partnership, adequate records and accounts of all operations and expenditures and furnish the Limited Partners with annual audited statements

of account as of the end of each partnership fiscal year, together with tax reporting information, and audited reports on the operations of the Partnership.

(m) Employ, at the expense of the Partnership, such consultants, accountants, attorneys, brokers, escrow agents, and other professionals as the General Partners shall deem necessary or desirable.

(n) Purchase, at the expense of the Partnership, liability and other insurance to protect the Partnership's properties and business and to protect the General Partners, their officers and directors and the Limited Partners.

(o) Perform any and all other acts or activities customary or incident to the acquisition, ownership, management, improvement, leasing and disposition of real estate.

(p) Make such elections under the tax laws of the United States, the several States and other relevant jurisdictions as to the treatment of items of Partnership income, gain, loss, deduction and credit, and as to all other relevant matters, as they believe necessary or desirable.

(q) Execute such agreements, contracts, documents and instruments with such parties and give such receipts, releases and discharges with respect to all of the foregoing and any matters incident thereto, as the General Partners may deem advisable, appropriate or convenient.

(r) Establish all policy pertaining to the operation of the Project as a luxury resort hotel, manage and control all business conducted on the premises of the Project, and adopt rules and regulations governing the use of the premises of the Project by the Limited Partners and the public.

As additional rights and powers, the General Partners shall possess and may enjoy and exercise all of the rights and powers of General Partners as more particularly provided by the Uniform Limited Partnership Law of the State of Florida, except to the extent any of such rights may be limited or restricted by the express provisions of this Agreement.

7.2 Limitation on General Partners' Power and Authority. Notwithstanding anything in this Agreement to the contrary, the General Partners shall have no right, power or authority to do any of the following:

(a) Do any act in contravention of this Agreement.

(b) Do any act which would make it impossible to carry on the ordinary business of the Partnership.

(c) Confess a judgment against the Partnership.

(d) Possess Partnership property or assign the Partnership's rights in specific Partnership property for other than a Partnership purpose.

(e) Except in connection with the acquisition or improvement of assets or the refinancing of previous obligations, mortgages or subject to the encumbrance of a mortgage, deed of trust or other security interest, substantially all of the assets of the Partnership at one time or from time to time.

(f) Admit a person as a General Partner except as otherwise provided in this Agreement.

(g) Admit a person as a Limited Partner except as otherwise provided in this Agreement.

(h) Sell substantially all of the assets of the Partnership in other than the ordinary course of its business (except at termination of the Partnership).

(i) Continue the business with Partnership property on the withdrawal, bankruptcy, insolvency or liquidation of a General Partner except as provided in this Agreement.

7.3 Affiliates of General Partners. The General Partners may employ on behalf of and at the expense of the Partnership such persons, firms or corporations related to or affiliated with the General Partners or either of them as in their sole discretion and judgment the General Partners shall deem advisable for the proper operation of the business of the Limited Partnership. The fact that a Partner, General or Limited, or a member of his family or an affiliate of a Partner, as the case may be, is employed by or is directly or indirectly employed or connected with, any person, firm or corporation employed by the Partnership to render or perform a service, or from whom the Partnership may buy merchandise or other property, or with whom the Partnership shall enter into any transaction, shall not prohibit the General Partners from transacting business with or employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Partnership nor any of the Partners, as such, shall have any rights in or to any income or profits derived therefrom.

7.4 Competition and Time. During the continuance of the Partnership, the officers, directors, shareholders and employees of the General Partners and/or affiliates of the General Partners or either of them with whom they contract on behalf of the Partnership, shall devote such of their time to the business of the Partnership as they may, in their sole discretion, deem to be necessary to conduct said business. The General Partners and their affiliates (including their directors, shareholders, officers and employees may engage in or possess for their own account and for the account of others an interest in any other business ventures of every nature and description, independently or with others, including, but not limited to, (1) the ownership, financing, leasing, operation, management, syndication, brokerage and development of real property, or (2) the ownership and operation of any hotel, rental condominium project, or other facility for use by participants in such facility or by members of the public and neither the Partnership nor the Partners shall have any rights by virtue of this Agreement in and to such ventures or to the income or profits derived therefrom.

7.5 No Liability. The General Partners and affiliates of the General Partners with whom they contract on behalf of the Partnership (including their directors, shareholders, officers and employees), their designees and nominees shall not be liable to the Partnership, nor to any or all of the Limited Partners for and to the extent of its assets, the Partnership shall indemnify such parties against, liability resulting from errors in judgment or any acts or omissions, performed or made by them in a manner reasonably believed by them to be within the scope of their authority under this Agreement and to be in the best interest of the Partnership, unless caused by willful misconduct or gross negligence.

## ARTICLE 8

### Rights of Limited Partners

8.1 No Assessment. No Limited Partner shall be subject to assessment nor shall any Limited Partner be personally liable for any of the debts of the Partnership or any of the losses thereof, except that the amount committed by a Limited Partner to the capital of the Partnership and his share of undistributed profits shall be at risk for the payment of such debts or losses.

8.2 No Management Control. No Limited Partner, as such, shall take part in the management of the business, transact any business for the Partnership or have the power to sign for or to bind the Partnership to any agreements or document.

8.3 Full Disclosure. The Limited Partners shall have the right to full and true information of all things affecting the Partnership, including the right to receive for any proper purpose the name and address of each Limited Partner and the number of Limited Partnership Points owned by each, by requesting such information in writing from the General Partners.

## ARTICLE 9

### Registration and Transfer of Limited Partners' Interest in the Partnership

9.1 Registration of Limited Partners' Interest. On the formation of this Partnership, each Original Limited Partner (and thereafter each Additional Limited Partner) shall be recorded on the books of the Partnership as the registered holder of the Limited Partnership Interests purchased by him and the condominium unit or units to which they are appurtenant. Such Limited Partner shall continue to be the registered holder thereof until the Partnership registers a transfer of such Limited Partnership Interests. As used herein, the term "registered holder" shall include Limited Partners (including Additional and Substituted Limited Partners) and assignees of Limited Partners; the term "Limited Partners" shall include Additional and Substituted Limited Partners, but shall not include assignees of Limited Partners who are not Additional or Substituted Limited Partners.

9.2 Transfer of Limited Partners' Interest Restricted. No interest of a Limited Partner in the Partnership, nor any portion thereof, shall be validly sold or otherwise transferred, either voluntarily, involuntarily or by operation of law, and no purported transferee shall be recognized by the Partnership for any purpose whatsoever, unless such interest shall have been transferred in accordance with the provision of this Article 9.

9.3 Certain Transfers Permitted. The assignment of a Limited Partnership Interest is prohibited except in conjunction with a transfer of the condominium unit to which it is appurtenant. The Limited Partnership Interest appurtenant to a particular condominium unit may be transferred in connection with the transfer of such unit to the transferee of such unit by a written instrument satisfactory in form to the General Partners, accompanied by such assurance of the genuineness and effectiveness of each signature and the obtaining of any governmental or other approvals as may reasonably be required by the General Partners. The Partnership may charge the assigning Limited Partner a fee not exceeding \$50 per transfer, to defray the costs of effecting the transfer. Transfers will be recognized by the Partnership as effective only on the first day of the calendar half-year of the Partnership following receipt by the General Partners of the required documentation and fee, at which time the assignee shall become a registered holder of the Interest transferred.

9.4 Distributions to Registered Holders. Cash distributions will be made to, net profits and net losses of the Partnership will be divided and charged against and withdrawals or reductions of capital will be charged against, the registered holders of Limited Partnership Interests at the start of each calendar half-year of the Partnership, in accordance with the provisions of Article 12.2 hereof. The registered holder who transfers his Limited Partnership Interest during a calendar half-year of the Partnership will receive any distributions relating to such period and will be required to report on his personal income tax return the share of the Partnership's net income or net loss during the period attributable to that Limited Partnership Interest. Notwithstanding anything contained in this Agreement to the contrary, both the Partnership and the General Partners shall be entitled to treat the registered holder of a Limited Partnership Interest as the absolute owner thereof for all purposes.

9.5 **Substitute Limited Partners.** No transferee of a Limited Partnership Interest appurtenant to a particular condominium unit shall have the right to become a Substitute Limited Partner in the place of his transferor unless the General Partners and the Limited Partner for whom he is to be substituted consent in writing to the admission of such person as a Substitute Limited Partner, and such person: (i) is the owner of the condominium unit in the Project formerly owned by the Limited Partner for whom he is to be substituted and with respect to which such Limited Partnership Interest was received; (ii) elects to become a Substitute Limited Partner by delivering a written notice to the General Partners, executed and acknowledged by the transferor and transferee of such election; (iii) executes and acknowledges such other instruments as the General Partners may deem necessary or advisable to effect the admission of such person as a Substitute Limited Partner, including, without limitation, the written acceptance and adoption by such person of the provisions of the Agreement, as amended, and his execution, acknowledgement and delivery to the General Partners of a power of attorney, the form and content of which are more fully described in Article 18 hereof; (iv) pays the transfer fee described in Article 9.3 hereof to the Partnership; and (v) the General Partners have consented to the substitution, which consent may be withheld whenever in the exercise of the General Partners' sole discretion, it is appropriate to do so.

9.6 **Transfer to Minor or Incompetent.** No assignment or transfer of a Limited Partnership Interest shall be made to a minor or incompetent, and any such attempted assignment or transfer shall be void and ineffectual and shall not bind the Partnership.

9.7 **Discretion of General Partners.** The General Partners may elect to treat an assignee who has not become a Substituted Limited Partner as a Substituted Limited Partner in the place of his assignor should they deem, in their sole discretion, that such treatment is in the best interest of the Partnership for any of its purposes or for any of the purposes of this Agreement.

9.8 **Amendment of Certificate.** The General Partners will amend this Certificate and Agreement of Limited Partnership and record such amendment at least annually to reflect the substitution of Limited Partners, if any, and an assignee shall become a Substitute Limited Partner, as that term is defined in the Florida Uniform Limited Partnership Law, when this Certificate and Agreement of Limited Partnership shall have been duly amended as required by the Florida Uniform Limited Partnership Law.

9.9 **Death or Incompetency of Limited Partner.** Upon the death or legal incompetence of an individual Limited Partner, his personal representative shall have all of the rights of a Limited Partner for the purpose of settling or managing his estate, and such power as the decedent or incompetent possessed to constitute a successor as an assignee of its interest in the Limited Partnership and to join with such assignee in making application to substitute such assignee as a Limited Partner.

9.10 **Non-Individual Limited Partner.** Upon the bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity of a Limited Partner not an individual, the authorized representative of such entity shall have the rights of a Limited Partner for the purpose of effecting the orderly disposition of the interest of said Limited Partner.

## ARTICLE 10

### Use of Limited Partners' Condominium Units

10.1 **Availability of Condominium Units.** Each Limited Partner shall make the condominium unit or units owned by him in the Project and with respect to which he has become a Limited Partner, together with all appurtenances thereto, including, without



limitation, the right to the use of all common elements and all recreational facilities, available at all times for occupancy by third parties as rental accommodations in connection with the business of the Partnership. It is agreed that the Units are not to be contributed to the capital of the Partnership nor are they to be the property of the Partnership, but they shall remain at all times the property of each Limited Partner; and the only interest of the Partnership shall be its right to the use thereof. Except as set forth in Article 10.2 hereof, a Limited Partner shall have no right to occupy any condominium unit or units operated by the Partnership, including the unit or units owned by such Limited Partner and with respect to which he has become a Limited Partner, except upon the same rates, terms and conditions, and subject to the same rules and regulations as the general public.

**10.2 Rent-Free Use of Condominium Units.** Each Limited Partner shall have the right to the rent-free use of each of the condominium units owned by him in the Project, and with respect to which he has become a Limited Partner, only upon the following terms and conditions:

(a) *Number of Days of Rent-Free Use.* A Limited Partner may only occupy each such condominium unit rent-free for one or more periods each of at least three (3) days duration aggregating no more than thirty (30) days out of each calendar year, subject to the reservation provisions of sub-paragraph (b) hereof. The period of rent-free occupancy pertaining to a particular unit may not be transferred to another unit owned by the same owner. For the purposes of this Article 10.2(a), rent-free occupancy of any portion of a condominium unit shall be deemed rent-free occupancy of the entire unit, and rent-free occupancy of a condominium unit by a Limited Partner shall be deemed rent-free occupancy by any person who may become a transferee of or a Substitute Limited Partner with respect to such condominium unit. If a Limited Partner does not use up his full thirty (30) days period of rent-free occupancy during any one calendar year, the unused balance will be lost and not carried over to the following year.

(b) *Reservations.* No Limited Partner shall have the right to occupy a condominium unit owned by him rent-free on any specific days during the period from November 1st of each year to and including May 1st of the succeeding year (hereinafter referred to as the "On Season") unless he shall have given the General Partners, or such person as the General Partners may have designated in writing, written notice of his intent to occupy such unit on such days by the September 1st preceding such On Season. No Limited Partner shall have the right to occupy a condominium unit owned by him rent-free on any specific days outside of the On Season, unless he shall have given the General Partners, or such person as the General Partners may have designated in writing, at least 30 days prior written notice of his intent to occupy such unit on such days. A Limited Partner may cancel any such notice with respect to rent-free occupancy of his condominium unit upon written notification to the person to whom such notice was given, provided, however, that if such notification of cancellation is received by such person less than two (2) weeks prior to the date of occupancy specified therein and the General Partners are unable to rent such unit for all or a portion of such period of reserved rent-free occupancy, such Limited Partner will be deemed to have occupied such condominium unit for the period specified in such notification for the purposes of Article 10.2(a) hereof to the extent such unit is not rented.

(c) *Charges.* No charge shall be made for the use of a condominium unit by a Limited Partner during the rent-free occupancy period permitted by Article 10.2(a) hereof. Maid and linen service will be provided during this period at no additional charge.

(d) *No Other Use.* No Limited Partner shall have the right to use any of the condominium units owned by him for periods in excess of the rent-free occupancy period permitted by Article 10.2(a) hereof unless he shall make timely reservations for such unit and shall pay the daily public room rate for such unit.

(e) *Loss or Damages.* During the owner's rent-free occupancy each Limited Partner shall be responsible for any loss or damage to a unit or the furniture or fixtures therein, to the same



extent as any other guest of the hotel. While the unit is being operated as part of the rental program any loss or damage not covered by insurance shall be an expense of the partnership.

(f) *Manner of Use.* A condominium unit may be occupied during the period of rent-free occupancy only by the Limited Partner owning such unit, the spouse of such Limited Partner, the immediate family of such Limited Partner, any relative of such Limited Partner or spouse of such relative and friends of such Limited Partner if such Limited Partner shall make the reservations for such persons, and subject to the provisions of Article 10.2(g). No Limited Partner shall allow any other person or persons to occupy his condominium unit during any period of rent-free occupancy thereof or otherwise. No minors shall be entitled to occupy such condominium unit during any period of rent-free occupancy thereof unless a person over the age of 18 is also occupying such unit at such time. All persons occupying such unit during any period of rent-free occupancy shall abide by all rules and regulations established by the General Partners.

(g) *Other Rentals Prohibited.* No Limited Partner may rent his unit or units to others. All rentals of units must be made through the Partnership.

(h) *Use of Recreational Facilities.* No Limited Partner or other person may use the recreational facilities of the Project unless he is occupying a condominium unit in the Project in accordance with this Agreement.

10.3 *Expenses of Condominium Units.* During the term of the Partnership, the Partnership shall bear all expenses of maintenance and repair of the interior of the condominium unit or units made available to the Partnership by a Limited Partner pursuant to Article 10.1 hereof and all expenses of acquisition, financing, maintenance, repair and replacement of the furniture and furnishings contained therein, except (i) any real property taxes with respect to such unit or units and appurtenances thereto, (ii) payments with respect to any obligation secured by a mortgage or other encumbrances on such unit or units, (iii) assessments by Colony Beach & Tennis Club Association, Inc., a Florida non-profit corporation, its successors or assigns with respect to such unit or units and the operation of the condominium, including expenses related to the maintenance of the common elements, and (iv) payments with respect to the recreational facilities lease with Colony Beach Associates, Ltd.; all of which shall be the responsibility of Limited Partner owning such unit or units. During the term of the Partnership, the Limited Partners may not provide furniture and furnishings in their Condominium Units.

## ARTICLE 11

### Distributions

11.1 *Semi-Annual Distributions.* The Partnership shall make distributions on August 31st and March 15th of each year out of cash funds in excess of the foreseeable needs of the Partnership as determined by the General Partners in their sole discretion (hereinafter "Cash Available For Distribution"). Cash Available For Distribution shall be computed after deducting from partnership income (i) all cash charges and expenses incurred in the operation of the Partnership, (ii) principal and interest payments on indebtedness of the Partnership (including indebtedness, if any, to the General Partners), and (iii) all reserves determined by the General Partners to be necessary or desirable, including reserves for repairs, replacements and increases in working capital.

11.2 *Allocation of Cash Available For Distribution.* The Cash Available For Distribution during each year shall be distributed to the Partners as follows:

(a) The Limited Partners will receive annually a certain amount (the "Preferential Amount") of Cash Available for Distribution before any distribution is made to the General Partners. Commencing with the first full calendar year of operations after all 232 condominium units have

been made available to the Partnership for use as rental accommodations, the Preferential Amount shall be \$1,398,105 and shall be distributed among the Limited Partners on the basis of the number and type of each condominium unit owned by each Limited Partner in the ratio which the amounts set forth below bears to \$1,398,105:

One Bedroom Apartment .....	5,272
Two Bedroom Apartment .....	6,479
Condominium Unit .....	1,753
Beach Unit .....	7,365
Small Lanai .....	6,257
Other Lanais .....	7,740
Presidential Suite .....	8,730
Vice-Presidential Suite .....	8,235
Other Special Units .....	9,344

The Preferential Amount allocated to each Limited Partner for any calendar year prior to the first full calendar year during which all the condominium units have been made available to the Partnership for use as rental accommodations shall be determined by multiplying the amount shown on the table above for each such condominium unit owned by such Limited Partner by a fraction, the numerator of which is the number of full calendar days during such year that such condominium unit owned by such Limited Partner was made available to the Partnership for rental accommodations and the denominator of which is 365. The total Preferential Amount for such calendar year shall be the sum of the amounts so allocated to each Limited Partner.

(b) Cash Available for Distribution in excess of the Preferential Amount shall be distributed 50% to the General Partners and 50% to the Limited Partners. The amounts distributable to the Limited Partners shall be allocated among those who are registered holders of Limited Partnership Interests at the start of each calendar half year of the Partnership in the ratio which the number of Limited Partnership Points owned by each of them bears to the total number of Limited Partnership Points on that date.

(c) The amount of Cash Available for Distribution distributable to a registered holder of any Limited Partnership Interest or Interests may be applied by the General Partners first toward the payment of any amounts due to Colony Beach & Tennis Club Association, Inc., from such registered holder for assessments made prior to the date of such distribution. The excess, if any, due to each such registered holder can then be paid in cash to such registered holder.

(d) The preferential amount provided for in subparagraph (a) hereof shall be determined on a year to year basis and shall not be cumulative.

## ARTICLE 12

### Allocation of Profits and Losses

12.1 Fiscal Year. The Partnership shall adopt a calendar year as its taxable year.

#### 12.2 Definitions.

(a) *Net Operating Income.* The term "Net Operating Income" as used in this Agreement shall mean the excess of Partnership income over all Partnership expenses.

(b) *Net Operating Loss.* The term "Net Operating Loss" as used in this Agreement shall mean the excess of all Partnership expenses over Partnership income.

12.3 Interest in Net Operating Income and Loss. The interest of the partners in Net Operating Income and Loss shall be as follows:

(a) Net Operating Loss. The General Partners shall be allocated 5% thereof, and the Limited Partners the balance thereof.

(b) Net Operating Income to \$1,553,450 in Any Year. The first \$1,553,450 of Net Operating Income in any year shall be allocated 5% to the General Partners and 95% to the Limited Partners. The first \$1,398,105 allocable among the Limited Partners shall be allocated in the ratio in which they participate in the Preferential Amount. The balance of any amount allocable among the Limited Partners under this Section 12.3(b) shall be allocated as provided in Section 12.3(c).

(c) Further Net Operating Income. The Net Operating Income in any year in excess of \$1,553,450 shall be allocated 50% to the General Partners and 50% to the Limited Partners. As among the Limited Partners such portion of the Net Operating Income shall be allocated in the ratio which the number of Limited Partnership Points owned by each of them bears to the total number of Limited Partnership Points on that date.

## ARTICLE 13

### Interim Use Agreement With Developer

13.1 Interim Use Agreement with Developer. It is anticipated that the Project will be developed in two Phases. Upon the completion of Phase 1 and the formation of the Partnership, it is anticipated that the Partnership will enter into an agreement with Colony Beach Associates, Ltd., a Florida limited partnership and developer of the Project (hereinafter the "Developer") wherein the Developer agrees to make available certain existing residential structures and other unsold units for use by the Partnership as rental accommodations, subject to withdrawal by the Developer as it deems necessary. The Partnership will assume full responsibility for all repairs, maintenance, insurance and utilities with respect to these structures during the time they are made available to the Partnership. As consideration for making these structures available to the Partnership, the Developer shall retain 50% of the income received by the Partnership from the rental of such structures.

## ARTICLE 14

### Withdrawal of General Partners

14.1 Withdrawal of General Partners. The General Partners may not withdraw from the Partnership during the first five years of the term of the Partnership. After such five year period either or both of the General Partners may withdraw from the Partnership at any time, by written notice to the Limited Partners setting forth the date upon which such withdrawal is to become effective, which date shall not be less than ninety (90) days after the mailing of such notice to the Limited Partners.

14.2 Effect of Withdrawal of General Partners. Upon giving of notice of withdrawal, the General Partner giving such notice shall cause an audited accounting to be prepared covering the transactions of the Partnership since the end of its previous fiscal year. Following giving of such notice, such General Partner shall not enter into any agreement involving the sale or other disposition of any Partnership asset having a value in excess of \$2,500, and shall not sell or otherwise dispose of any such asset except pursuant to the terms of any agreement entered into prior to the date of said notice. If both General Partners withdraw, the Partnership shall terminate and be dissolved.

## ARTICLE 15

### Dissolution and Liquidation

15.1 Continuation of Partnership. The Partnership shall continue (i) until all of the interests in properties acquired by it, and other investments made by it have expired, have been sold or disposed of, or have been abandoned; or (ii) dissolved under this Article.

15.2 No Termination of Partnership Upon Certain Occurrences. The Partnership shall not be terminated by the death, insanity, insolvency, bankruptcy, dissolution, withdrawal or expulsion of any Limited Partner; by the assignment by any Limited Partner of his Limited Partnership Interest; or by the admission of any Additional or Substituted Limited Partner in accordance with the terms hereof.

15.3 Expulsion of Limited Partners. The General Partners may terminate the interest of a Limited Partner and expel him: (i) for interfering in the management of the Limited Partnership affairs; (ii) for engaging in conduct which could result in the Partnership losing its tax status as a partnership; (iii) if his interest becomes subject to attachment, garnishment or similar legal proceedings; or (iv) for failing to meet any commitment of the Limited Partner in accordance with any written undertaking. In each of the foregoing events, the termination shall not result in a forfeiture.

15.4 Dissolution of Partnership. The Partnership shall be dissolved only upon the occurrence of any of the following events:

- (a) The written consent of all the Partners or the affirmative vote for a resolution to dissolve the Partnership, proposed by any Partner and adopted by all the Partners.
- (b) The withdrawal of the General Partners in accordance with Article 14 hereof.
- (c) The bankruptcy, dissolution (except by way of merger, consolidation or corporate reorganization) or withdrawal of either of the General Partners.
- (d) The disposition of all interests in real estate and other partnership assets.
- (e) The dissolution of the Partnership by judicial decree or operation of law.
- (f) The expiration of ninety-nine (99) years from the date of formation of the Partnership.

15.5 Continuation of Partnership Business by Remaining General Partners. In the event of dissolution of the Partnership, pursuant to the provisions of Article 15.4 hereof, the Partnership shall be terminated and its affairs wound up in the manner provided in Article 15.6 hereof, unless, in the case specified in Article 15.6(c), the remaining General Partner, if there be one, shall elect to continue the business of the Partnership, in which event the said business shall be continued in a new limited partnership of which the remaining General Partner is the sole General Partner and otherwise upon all of the terms and conditions herein provided.

15.6 Winding Up of Partnership Affairs. In the event of dissolution and final termination:

- (a) The General Partners (or in the event of both General Partners' removal, bankruptcy, dissolution or withdrawal as provided in (b) and (c) of Article 15.4, any other person or entity selected by the Limited Partners) shall wind up the affairs of the Partnership, and shall sell all of the Partnership assets as promptly as is consistent with obtaining the fair market value thereof.
- (b) After (i) payment of all debts and liabilities of the Partnership (other than any loans or advances which may have been made to it by any of the Partners); (ii) the deduction of any reserves which may be deemed reasonably necessary for contingent liabilities of the Partnership or the General Partners (which reserves will be held in escrow); (iii) the repayment of any loans or advances made by any of the Partners to the Partnership; and (iv) the payment of any amounts to the registered holders of Limited Partnership Interests to the extent necessary to equal

the balance of their capital accounts; then the balance remaining, if any, shall be distributed fifty percent (50%) to the registered holders of Limited Partnership Interests and fifty percent (50%) to Colony; the fifty percent (50%) distributed to the registered holders of Limited Partnership Interests being allocated among them in the ratio which the number of Limited Partnership Points held by each of them bears to the total number of Limited Partnership Points.

15.7 New Partnership. Notwithstanding anything contained in Articles 15.4, 15.5, and 15.6, in the event of the dissolution of the Partnership as a result of a dissolving event specified in clauses (b) and (c) of Article 15.4, and in the further event any remaining General Partner shall not elect to continue the business of the Partnership pursuant to Article 15.5, a meeting of Limited Partners shall be held at the principal place of business of the Partnership on the thirtieth (30th) day after the giving of notice of such dissolution, or if such day is a legal holiday, on the first day immediately following such thirtieth (30th) day which is not a legal holiday, to consider whether to form a new partnership on the same terms and conditions as are contained in this Agreement (except that the General Partners may be different), and to select a general partner or general partners for the new partnership, or whether to wind up the affairs of the Partnership, liquidate its assets and distribute the proceeds therefrom in accordance with Article 15.6. If Limited Partners owning more than 50% of the Limited Partnership Points in person or by written consent agree to form a new partnership, then the second order of business at the meeting shall be to select a general partner or general partners for the new partnership. If Limited Partners having at least a majority of the voting power of the Limited Partners vote in person or by written consent in favor of selection of a certain general partner or general partners for such new partnership, then all of the Limited Partners by their execution of the Subscription Agreement (or other form) with respect to the original Partnership, shall be deemed to have entered into and executed a new limited partnership agreement having the same terms and conditions as are contained in this Agreement (except that the general partner or general partners may be different), the new general partner or general partners shall execute, acknowledge and record a certificate and agreement of limited partnership forming the new partnership, and the assets and liabilities of the Limited Partnership shall be assigned to and assumed by the new limited partnership, all provided that the general partner or general partners of the new partnership purchase the interest of the terminated partner or partners at its fair market value.

## ARTICLE 10

### Books and Records

16.1 Books of Account. The Partnership shall keep books of account wherein shall be entered all transactions, matters and things relating to the Partnership's business as are usually entered into books of account kept by persons engaged in a business of like character including the names and addresses of each of the Limited Partners.

16.2 Location. The books of account shall be maintained at 1620 Gulf of Mexico Drive, Longboat Key, Florida, and at other convenient locations and each Limited Partner shall at all times during reasonable business hours have free access to and the right to inspect and copy same.

16.3 Reports. The General Partners shall have the books and records of the Partnership examined and income tax returns prepared for the Partnership by independent Certified Public Accountants. The General Partners shall see to it that within 75 days after the end of each calendar year certified financial statements and partnership tax information are distributed to the Limited Partners. The General Partners will also distribute reports to the Limited Partners at least quarterly on current



operations of the Partnership, which reports will disclose fully all payments to affiliates of the General Partners.

16.4 **Partnership Funds.** All funds of the Partnership shall be deposited in the Partnership name in such bank account or accounts as shall be designated by the General Partners. Withdrawals from any such bank account or accounts shall be made upon such signature or signatures as the General Partners may designate.

## ARTICLE 17

### Amendments

17.1 This Agreement may be amended upon the vote or written consent of Limited Partners holding more than seventy-five percent (75%) of the then outstanding Limited Partnership Interests and the written approval of the General Partners, provided that this Agreement may be amended to add Additional or Substituted Limited Partners as herein provided without such vote or consent.

Notwithstanding the foregoing, no amendment shall change the Partnership to a general partnership; change the term of the Partnership; or change the liability of the General Partners or the limited liability of the Limited Partners.

## ARTICLE 18

### Power of Attorney

18.1 **Grant of Power of Attorney.** By executing the Subscription Agreement, which contains a power of attorney in accordance with this Article 18, each of the Limited Partners has appointed and does hereby appoint each of the General Partners, and their successors as such, if any, his true and lawful attorney in fact, with full power and authority for him, and in his name, to make, execute, acknowledge, publish, file and swear to in the execution, acknowledgment, filing and recording of:

(a) The Certificate and Agreement of Limited Partnership, and any separate Certificate of Limited Partnership, as well as any amendments thereto, required under the laws of the State of Florida, or the laws of any other State in which such instrument is required to be filed.

(b) Any certificates, instruments and documents, including Fictitious Name Certificates, as may be required by, or may be appropriate under, the laws of any State or other jurisdiction in which the Partnership is doing or intends to do business.

(c) Any other instrument which may be required to be filed by the Partnership under the laws of any State or by any governmental agency, or which the General Partners deem it advisable to file.

(d) Any documents which may be required to effect the continuation of the Partnership, the admission of an Additional or Substituted Limited Partner, or the dissolution and termination of the Partnership, or the creation of a new partnership pursuant to paragraph 15.7 hereof.

18.2 **Power Irrevocable.** The authority granted to each of the General Partners:

(a) Is a Special Power of Attorney coupled with an interest, is irrevocable, and shall survive the death and mental or physical incompetency of the Limited Partner;

(b) May be exercised by either of the General Partners for the Limited Partner by executing an instrument (under signature of one of their officers) as attorney-in-fact for the Limited Partner whose name shall be listed in the instrument as Limited Partners; and



(c) Shall survive the delivery of an assignment by a Limited Partner of a Limited Partnership Interest, except that where the assignee thereof has been approved by the General Partners for admission to the Partnership as a Substitute Limited Partner, the Power of Attorney shall survive the delivery of such assignment for the sole purpose of enabling the General Partners to execute, acknowledge and file any instrument necessary to effect such substitution.

18.3 Limited Partners Bound. Under the terms of the Subscription Agreement, the Limited Partners have agreed to be bound by all Representations of the General Partners as their said attorney-in-fact and have waived any and all defenses which may be available to them to contest, negate or disaffirm the actions of the General Partners or their successors under the power of attorney, and have ratified and confirmed all acts which the said attorney-in-fact may take as attorney-in-fact in all respects as though performed by the Limited Partners.

18.4 Conflicts. In the event of any conflict between the provisions of this Agreement and any document executed or filed by the General Partners pursuant to the power of attorney granted to the General Partners, the Agreement shall govern.

## ARTICLE 19

### Miscellaneous Provisions

19.1 Notices. Except as otherwise provided herein, any notice, payment, distribution or other communication which shall be given to any Limited Partner or assignee of a Limited Partner in connection with the business of this Partnership shall be duly given if reduced to writing and delivered personally to the person to whom it is authorized to be given at the time of such delivery or if sent by mail or telegraph to the last address furnished by him for such purpose at the time of such mailing; and if to the Partnership, shall be given when actually received at its principal office, or at such other address as the General Partners may hereafter specify.

19.2 Validity. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

19.3 Applicable Law. This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the law of the State of Florida.

19.4 Binding Agreement. This Agreement shall be binding upon the parties hereto and their successors, heirs, devisees, grantees, assigns, legal representatives, executors and administrators.

19.5 Waiver of Action for Partition. Each of the parties hereto irrevocably waives during the term of the Partnership any right that it may have to maintain any action for partition with respect to the property and other investments of the Partnership.

19.6 Captions. Article title or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

19.7 Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity or entities may require.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the .... day of  
....., 197...

GENERAL PARTNERS

COLONY BEACH & TENNIS CLUB, INC.,  
a Florida corporation  
1620 Gulf of Mexico Drive,  
Longboat Key, Florida

By

Murray J. Klauber  
President and Chief Executive Officer

RESORTS MANAGEMENT, INC.

a Florida corporation  
1620 Gulf of Mexico Drive,  
Longboat Key, Florida

By

Murray J. Klauber  
President and Chief Executive Officer

LIMITED PARTNERS

COLONY BEACH & TENNIS CLUB, INC.,  
a Florida corporation, as  
ATTORNEY-IN-FACT for each of the Limited  
Partners whose names and addresses are listed  
in Schedule 1, attached hereto.

By

Murray J. Klauber  
President and Chief Executive Officer

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY, that on this .... day of ....., 197..., before me personally  
appeared Murray J. Klauber, President and Chief Executive Officer of COLONY BEACH & TENNIS  
CLUB, INC., a corporation under the laws of the State of Florida, to me known to be the person  
described in and who executed the foregoing instrument and acknowledged the execution thereof  
to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that  
he affixed thereto the official seal of said corporation, and the said instrument is the act and deed  
of said corporation and the contents thereof are true.

WITNESS my hand and official seal at Sarasota, Sarasota County, Florida, the day and year  
last aforesaid.

Notary Public

My commission expires:

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY, that on this .... day of ....., 197..., before me personally appeared Murray J. Klauber, President and Chief Executive Officer of RESORTS MANAGEMENT, INC., a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation and the contents thereof are true.

WITNESS my hand and official seal at Sarasota, Sarasota County, Florida, the day and year last aforesaid.

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Notary Public

My commission expires:

STATE OF FLORIDA  
COUNTY OF SARASOTA

ON this .... day of ....., 197..., before me, the undersigned, a notary public of said State, duly commissioned and sworn, personally appeared Murray J. Klauber, known to me to be the President and Chief Executive Officer of the corporation that executed the within instrument as attorney-in-fact, and acknowledged to me that such corporation executed the within instrument as the act of each of the Limited Partners named in Schedule 1 attached to the within instrument pursuant to a special power of attorney contained in the Subscription Agreement executed by the respective Limited Partners and that the contents of the within instrument are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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Notary Public

My commission expires:

SEVENTH AMENDMENT TO CERTIFICATE  
AND AGREEMENT OF LIMITED PARTNERSHIP OF  
COLONY BEACH & TENNIS CLUB, LTD.

STATE OF FLORIDA  
COUNTY OF SARASOTA

We, the undersigned, being the General Partners of Colony Beach & Tennis Club, Ltd., and limited partners of Colony Beach & Tennis Club, Ltd. desiring to further amend the Certificate and Agreement of Limited Partnership of Colony Beach & Tennis Club, Ltd., filed in the office of the Secretary of State, State of Florida, on December 28, 1973, and the Clerk of the Circuit Court in and for Sarasota County, Florida, on December 31, 1973, pursuant to Section 17.1 of said Certificate and Agreement of Limited Partnership, do hereby further amend the Certificate and Agreement of Limited Partnership of Colony Beach & Tennis Club, Ltd., as previously amended, and do hereby certify and swear to this Seventh Amendment and agree as follows:

1. Section 7.1 of the Certificate and Agreement of Limited Partnership of Colony Beach & Tennis Club, Ltd. is amended by deleting and eliminating the last two sentences at the end of the first full paragraph thereof which read as follows: "As between the General Partners all decisions respecting partnership affairs are to be made by Colony alone so long as it remains a General Partner. In connection therewith Colony shall have the full power and authority in behalf of and in the name of Partnership to: . . ." and substituting in lieu thereof the following:

"As between the General Partners all decisions respecting partnership affairs shall be made in accordance with the relative capital contributions of the General Partners. In connection therewith the General Partners shall have the full power and authority, in behalf of and in the name of the partnership, to: . . ."

2. Article 13 of the Certificate and Agreement of Limited Partnership of Colony Beach & Tennis Club, Ltd. is hereby amended by the addition of a new Section 13.2 to said Article to read as follows:

"13.2 Dedication of Unsold Units to the Partnership. At the time of the amendment adding this Section 13.2 to the Certificate and Agreement of Limited Partnership it is contemplated that all of the unsold units in the project are to be transferred in a single transaction to a newly formed corporation, Colony Beach, Inc., which is to succeed to all of the rights of the Developer. Colony Beach, Inc. shall not become a limited partner in this partnership, but shall enter into a lease agreement with this partnership pursuant to which it shall make available to this partnership all of the unsold units in consideration of a rental equal to the share of the profits and losses of this partnership to which it would have been entitled had it been a limited partner as to such units."

3. The first full sentence of Section 14.1 of the Certificate and Agreement of Limited Partnership of Colony Beach & Tennis Club, Ltd. is amended to read as follows:

"The General Partners may not *both* withdraw from the partnership during the first five (5) years of the term of the partnership."

4. Except as modified by this Seventh Amendment, all of the terms and conditions of the Certificate and Agreement of Limited Partnership of Colony Beach & Tennis Club, Ltd., as previously amended, shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned do hereby certify, swear to and execute this Seventh Amendment to the Certificate and Agreement of Limited Partnership of Colony Beach & Tennis Club, Ltd. this . . . . day of January, 1976.

GENERAL PARTNERS

Colony Beach & Tennis Club, Inc.,  
a Florida corporation  
1620 Gulf of Mexico Drive  
Longboat Key, Sarasota, Florida

By MURRAY J. KLAUBER  
Murray J. Klauber, President  
and Chief Executive Officer

Resorts Management, Inc.,  
a Florida corporation

By MURRAY J. KLAUBER  
Murray J. Klauber, President  
and Chief Executive Officer

LIMITED PARTNERS

COLONY BEACH & TENNIS CLUB, INC.,  
a Florida corporation,  
as Attorney-in-Fact for each of  
the Limited Partners whose  
names and addresses are listed  
on Schedule 1 attached hereto

By MURRAY J. KLAUBER  
Murray J. Klauber, President  
and Chief Executive Officer

EIGHTH AMENDMENT TO CERTIFICATE  
AND AGREEMENT OF LIMITED PARTNERSHIP OF  
COLONY BEACH & TENNIS CLUB, LTD.

STATE OF FLORIDA  
COUNTY OF SARASOTA

We, the undersigned, being the General Partners of Colony Beach & Tennis Club, Ltd., and limited partners of Colony Beach & Tennis Club, Ltd., desiring to further amend the Certificate and Agreement of Limited Partnership of Colony Beach & Tennis Club, Ltd., filed in the office of the Secretary of State, State of Florida, on December 28, 1973, and the Clerk of the Circuit Court in and for Sarasota County, Florida, on December 31, 1973, pursuant to Section 17.1 of said Certificate and Agreement of Limited Partnership, do hereby further amend the Certificate and Agreement of Limited Partnership of Colony Beach & Tennis Club, Ltd., as previously amended, and do hereby certify and swear to this Eighth Amendment and agree as follows:

1. Colony Beach & Tennis Club, Inc., one of the General Partners of the partnership does hereby withdraw as a General Partner of the partnership. Resorts Management, Inc. shall continue and does hereby elect to continue the business of the Partnership as the sole remaining General Partner of the partnership, effective as of January 1, 1976.
2. Except as modified by this Eighth Amendment, all of the terms and conditions of the Certificate and Agreement of Limited Partnership of Colony Beach & Tennis Club, Ltd., as previously amended, shall continue to remain in full force and effect.



IN WITNESS WHEREOF, the undersigned do hereby certify, swear to and execute this Eighth Amendment to the Certificate and Agreement of Limited Partnership of Colony Beach & Tennis Club, Ltd. this 1st day of January, 1976.

GENERAL PARTNERS

Colony Beach & Tennis Club, Inc.,  
a Florida corporation  
1620 Gulf of Mexico Drive  
Longboat Key, Sarasota, Florida

By MURRAY J. KLAUBER

Murray J. Klauber, President  
and Chief Executive Officer

Resorts Management, Inc.,  
a Florida corporation

By MURRAY J. KLAUBER

Murray J. Klauber, President  
and Chief Executive Officer

LIMITED PARTNERS

COLONY BEACH & TENNIS CLUB, INC.,  
a Florida corporation,  
as Attorney-in-Fact for each of  
the Limited Partners whose  
names and addresses are listed  
on Schedule 1 attached hereto

By MURRAY J. KLAUBER

Murray J. Klauber, President  
and Chief Executive Officer



## DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

Jeb Bush, Governor

Cynthia A. Henderson, Secretary

3

January 25, 1999

Ms. Darlene Clawson, Assistant Controller  
Colony Beach and Tennis Club  
1620 Gulf of Mexico Drive  
Longboat Key, Florida 34228-3403

Dear Ms. Clawson:

Thank you for your telephone call today which requested information regarding the opening date of license control numbers 68-00115H (Motel) and 68-01952R (Restaurant), Colony Beach and Tennis Club.

Records on file at our district office in Fort Myers indicate that license control number 68-00115H has operated under current ownership since open date February 1, 1985. License control number 68-01952R has operated under current ownership since open date February 1, 1984. Both licenses are current with license expiration dates of December 1, 1999.

Should you need any additional information, please let me know.

Sincerely,

Frederick H. Spikes  
Management Analyst II

/fhs

### DIVISION OF HOTELS AND RESTAURANTS

Bureau of Licensure - H&R

<http://www.state.fl.us/dbpr/html/hr/index.html> • [hr\\_all@mail.dbpr.state.fl.us](mailto:hr_all@mail.dbpr.state.fl.us)  
Northwood Centre • 1940 North Monroe Street • Tallahassee, Florida 32399-1015  
Phone 850-922-5335 • Suncom 292-5335 • 800-749-6368 • Fax 850-488-1514

LICENSE NUMBER

68 00115H-0

022481

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS  
TALLAHASSEE, FLORIDA 32399-1015

1940 North Monroe Street, Suite 60  
(850) 922-5335

LODGING

CLASS	UNITS
-------	-------

MTL	237
-----	-----

TRANSIENT

FOOD SERVICE

SEATS	SERVICE
-------	---------

ISSUED

TO:

COLONY BCH & TENNIS CLB  
COLONY BCH & TENNIS CL  
1620 GULF OF MEXICO DR  
LONGBOAT KEY

FL 34228-3403

**LICENSE**

EXPIRATION DATE 12/01/1999

MAILED

TO:

COLONY BCH & TENNIS CLB  
COLONY BCH & TENNIS CL  
1620 GULF OF MEXICO DR  
LONGBOAT KEY

FL 34228-3403

LAWTON CHILES  
GOVERNOR

RICHARD T. FARRELL  
SECRETARY

DISPLAY IN CONSPICUOUS PLACE

LICENSE IS NOT TRANSFERABLE

LICENSEE RESPONSIBLE FOR RENEWAL OF LICENSE PRIOR TO EXPIRATION DATE

AUDIT CONTROL NO.

011564

022482

STATE OF FLORIDA

## DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF HOTELS AND RESTAURANTS  
TALLAHASSEE, FLORIDA 32399-10151940 North Monroe Street, Suite 60  
(850) 922-5335

## LODGING

CLASS UNITS

## FOOD SERVICE

SEATS SERVICE

250

Z

ISSUED COLONY BEACH & TENNIS CLUB  
TO: COLONY BEACH & TENNIS CLUB  
1620 GULF OF MEXICO DR  
LONGBOAT KEY FL 34228-3403

MAILED COLONY BEACH & TENNIS CLUB  
TO: COLONY BEACH & TENNIS CLUB  
1620 GULF OF MEXICO DR  
LONGBOAT KEY FL 34228-3403

LICENSE

EXPIRATION DATE 12/01/1999

LAWTON CHILES  
GOVERNORRICHARD T. FARRELL  
SECRETARY

DISPLAY IN CONSPICUOUS PLACE

LICENSE IS NOT TRANSFERABLE

LICENSEE RESPONSIBLE FOR RENEWAL OF LICENSE PRIOR TO EXPIRATION DATE

AUDIT CONTROL NO.

011565



# TOWN OF LONGBOAT KEY

501 BAY ISLES ROAD  
LONGBOAT KEY, FLORIDA 34228

## OCCUPATIONAL LICENSE

LICENSE YEAR: OCTOBER 1 1998

THROUGH SEPTEMBER 30 1999

LICENSE NO. : DL. 00087

DATE ISSUED : 09-17-98

FEE : 232.00

BUSINESS

CLASSIFICATION: D1 - ACCOMMODATIONS(hotel/motel/tourism/apt)

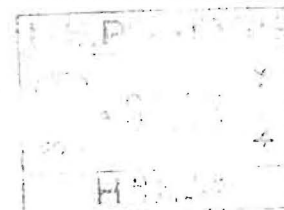
BUSINESS NAME: COLONY BEACH & TENNIS CLUB LTD.

LOCATION: 1620 GULF OF MEXICO DR

*Patricia L. Arends, CMC*  
AUTHORIZED SIGNATURE

*Town Clerk*

POST CONSPICUOUSLY IN YOUR PLACE OF BUSINESS



FIRST CLASS MAIL

DR. MURRAY J. KLAUBER  
COLONY BEACH & TENNIS CLUB LTD  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

DETACH HERE

4

**TOWN OF LONGBOAT KEY**501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228  
(941) 316-1999**OCCUPATIONAL LICENSE APPLICATION**

10/01/98-09/30/99

DL 00087, 1998

1. NAME OF BUSINESS..... COLONY BEACH & TENNIS CLUB LTD.
2. FEDERAL ID/SSN..... 59-1513550
3. BUSINESS ADDRESS..... 1620 GULF OF MEXICO DR

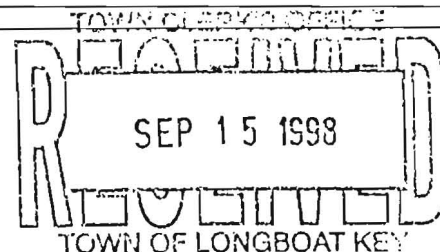
*Paid*  
*\$232.00*  
*9-17-98**H030143*

4. BUSINESS PHONE..... 383-6464
5. MAIL TO:

6. OWNER NAME, ADDRESS, PHONE:

DR. MURRAY J. KLAUBER  
COLONY BEACH & TENNIS CLUB LTD  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228KLAUBER, DR MURRAY J  
383-6464**BUSINESS, PROFESSION/OCCUPATION: HOTEL****D1. ACCOMMODATIONS(hotels/motels/tourism)...NUMBER OF UNITS 232**

	UNITS	RATE
0	3	78.00
4	50	94.00
51	100	140.00
101	200	186.00
201	9,999,999	232.00



PLEASE FORWARD A COPY OF ANY REQUIRED STATE LICENSE WITH PAYMENT.  
AN OCCUPATIONAL LICENSE IS REQUIRED FOR ANY PERSON CONDUCTING A BUSINESS,  
PROFESSION OR OCCUPATION WITHIN THE TOWN, OR MAINTAINING A BUSINESS LOCATION OR  
BRANCH OFFICE WITHIN THE TOWN.

BUSINESS: ANY PERSON HOLDING HIMSELF OUT TO THE PUBLIC BY SIGN, PRINTED MATTER,  
CLASSIFIED SECTION, TELEPHONE DIRECTORY, OR CITY DIRECTORY, OR OTHERWISE AS  
BEING ENGAGED IN BUSINESS, OR AS OFFERING SERVICES OR PROPERTY TO THE PUBLIC,  
REGARDLESS OF WHETHER SUCH PERSON ACTUALLY TRANSACTS ANY BUSINESS, OR PRACTICES  
A PROFESSION, SHALL BE CONSIDERED AS ENGAGING IN BUSINESS AND SHALL BE LIABLE  
FOR AN OCCUPATIONAL LICENSE. A SEPARATE OCCUPATIONAL LICENSE IS REQUIRED FOR A  
BRANCH ESTABLISHMENT OR ANY LOCATION WHERE A SEPARATE BUSINESS IS CONDUCTED.

TWO OR MORE BUSINESSES UNDER ONE OWNERSHIP AT THE SAME LOCATION: A LICENSE SHALL  
BE ISSUED FOR THE HIGHEST AMOUNT PAYABLE FOR ANY ONE BUSINESS AND A FEE EQUAL TO  
HALF OF THE REQUIRED FEE CHARGED FOR EACH ADDITIONAL BUSINESS. A SEPARATE  
APPLICATION IS REQUIRED FOR EACH BUSINESS.

TWO OR MORE BUSINESSES UNDER SEPARATE OWNERSHIPS AT THE SAME LOCATION:  
EACH OWNER SHALL PAY THE AMOUNT REQUIRED FOR HIS BUSINESS.

TO DETERMINE FEE, PLEASE REFER TO ABOVE SCHEDULE. NORMAL LICENSING PERIOD:  
OCTOBER 1 THROUGH SEPTEMBER 30 OF THE FOLLOWING YEAR. DELINQUENCY PENALTIES AS  
ESTABLISHED BY FLORIDA STATUTES ARE ASSESSED BEGINNING OCTOBER 1.

MAKE CHECKS PAYABLE TO:  
TOWN OF LONGBOAT KEYOFFICE OF THE  
TOWN CLERK501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228*John A. Nelson*  
SIGNATURE OF APPLICANT*8/28/98*  
DATE

DATE DUE

09-30-

AMOUNT DUE

\$232.00

**BILLING INQUIRES**  
(941) 316-1999

DEPARTMENT COPY

BILL NUMBER: DL 00087, 1998





TOWN OF LONGBOAT KEY  
501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228  
(941) 316-1999

OCCUPATIONAL LICENSE APPLICATION  
10/01/97-09/30/98

OL. 00087. 1998

1. NAME OF BUSINESS..... COLONY BEACH & TENNIS CLUB LTD.
2. FEDERAL ID/SSN..... 59-1513550
3. BUSINESS ADDRESS..... 1620 GULF OF MEXICO DR

*Paid*  
*\$255.20*  
*10-16-97*  
*4026389*

4. BUSINESS PHONE..... 383-6464
5. MAIL TO:

DR. MURRAY J. KLAUBER  
COLONY BEACH & TENNIS CLUB LTD  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

6. OWNER NAME, ADDRESS, PHONE:

KLAUBER, DR MURRAY J  
383-6464

7. BUSINESS, PROFESSION/OCCUPATION: HOTEL

D1. ACCOMMODATIONS(hotels/motels/tourism)...NUMBER OF UNITS 232

.....	UNITS	..... RATE
0	3	78.00
4	50	94.00
51	100	140.00
101	200	186.00
201	9,999,999	232.00

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ESTABLISHED BY FLORIDA STATUTES ARE ASSESSED BEGINNING OCTOBER 1.

MAKE CHECKS PAYABLE TO:

TOWN OF LONGBOAT KEY

OFFICE OF THE  
TOWN CLERK

501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228

SIGNATURE OF APPLICANT

DATE

DATE DUE

09-30-

AMOUNT DUE

\$232.

BILLING INQUIRES

BILL NUMBER: OL. 00087. 1998

10/01/96-09/30/97

DL. 00087. 1997

1. NAME OF BUSINESS..... COLONY BEACH & TENNIS CLUB LTD.  
 2. FEDERAL ID/SSN..... 59-1513550  
 3. BUSINESS ADDRESS..... 1620 GULF OF MEXICO DR

*paid*  
 \$232.00  
 9-30-96

4. BUSINESS PHONE..... 383-6464  
 5. MAIL TO:

H022146

6. OWNER NAME, ADDRESS, PHONE:

DR. MURRAY J. KLAUBER  
 COLONY BEACH & TENNIS CLUB LTD  
 1620 GULF OF MEXICO DR  
 LONGBOAT KEY, FL 34228

KLAUBER, DR MURRAY J  
 383-6464

7. BUSINESS, PROFESSION/OCCUPATION: HOTEL

D1. ACCOMMODATIONS(hotels/motels/tourism)...NUMBER OF UNITS 232

..... UNITS	..... RATE
0	3
4	50
51	100
101	200
201	9,999,999
	78.00
	94.00
	140.00
	186.00
	232.00

PLEASE FORWARD A COPY OF ANY REQUIRED STATE LICENSE WITH PAYMENT.  
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 BRANCH ESTABLISHMENT OR ANY LOCATION WHERE A SEPARATE BUSINESS IS CONDUCTED.

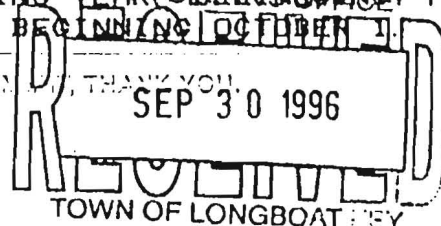
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 OCTOBER 1 THROUGH SEPTEMBER 30 OF THE FOLLOWING YEAR. PENALTIES AS  
 ESTABLISHED BY FLORIDA STATUTES ARE ASSESSED BEGINNING OCTOBER 1.

MAKE CHECKS PAYABLE TO:  
 TOWN OF LONGBOAT KEY

RETURN THIS COPY WITH PAYMENT. THANK YOU.



OFFICE OF THE  
 TOWN CLERK  
 501 BAY ISLES ROAD  
 LONGBOAT KEY, FL 34228

SIGNATURE OF APPLICANT

DATE

09-30-

\$232.



## TOWN OF LONGBOAT KEY

501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228  
(813) 383-3721

## OCCUPATIONAL LICENSE APPLICATION:

# DL 00087 199

DATE 10/01/95-09/30/96

Page 1 of 1

1. NAME OF BUSINESS..... COLONY BEACH & TENNIS CLUB LTD.
2. FEDERAL ID/SSN..... 59-1513550
3. BUSINESS ADDRESS..... 1620 GULF OF MEXICO DR

*Paid*  
*\$529.00*  
*8-30-95*  
*H017165*

4. BUSINESS PHONE..... 383-6464

5. MAIL TO:

6. OWNER NAME, ADDRESS, PHONE:

DR. MURRAY J. KLAUBER  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

KLAUBER, DR MURRAY J  
383-6464

BUSINESS, PROFESSION/OCCUPATION: HOTEL

D1 ACCOMMODATIONS(hotels/motels/tourism)... NUMBER OF UNITS 237

..... UNITS	..... RATE
0 50	89.00
51 100	221.00
101 200	397.00
201 99,999,999	529.00

*14174*  
*OCC LIC*  
*8/1/95*  
*Luxa M. Cfe*

PLEASE FORWARD A COPY OF ANY REQUIRED STATE LICENSE WITH PAYMENT.  
AN OCCUPATIONAL LICENSE IS REQUIRED FOR ANY PERSON CONDUCTING A BUSINESS,  
PROFESSION OR OCCUPATION WITHIN THE TOWN, OR MAINTAINING A BUSINESS LOCATION OR  
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OCTOBER 1 THROUGH SEPTEMBER 30 OF THE FOLLOWING YEAR. DELINQUENCY PENALTIES AS  
ESTABLISHED BY FLORIDA STATUTES ARE ASSESSED BEGINNING OCTOBER 1.

MAKE CHECKS PAYABLE TO:  
TOWN OF LONGBOAT KEY

RETURN YELLOW COPY WITH PAYMENT. THANK YOU.

OFFICE OF THE  
TOWN CLERK  
501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228

SIGNATURE OF APPLICANT

BILLING INQUIRIES  
(813) 383-3721

RETURN WITH PAYMENT

BILL NUMBER: DL 00087 199

*RECEIVED*  
*AUG 30 1995*  
*8/1/95*

09-30-
AMOUNT DUE
\$529.



TOWN OF LONGBOAT KEY  
501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228  
(813) 383-3721

DATE 10/01/94-09/30/95

PAGE 1 of 1  
Paid  
\$529.00  
8-23-94  
H012684

1. NAME OF BUSINESS..... COLONY BEACH & TENNIS CLUB LTD.
2. FEDERAL ID/SSN..... 59-1513550
3. BUSINESS ADDRESS..... 1620 GULF OF MEXICO DR

4. BUSINESS PHONE..... 383-6464
5. MAIL TO:

DR. MURRAY J. KLAUBER  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

6. OWNER NAME, ADDRESS, PHONE:

KLAUBER, DR MURRAY J  
1623  
1601

7. BUSINESS, PROFESSION/OCCUPATION: HOTEL

D1. ACCOMMODATIONS(hotels/motels/tourism)...NUMBER OF UNITS 237

PLEASE FORWARD COPY OF STATE LIC. WITH PAYMENT

UNITS		RATE
0	50	89.00
51	100	221.00
101	200	397.00
201	99,999,999	529.00

AN OCCUPATIONAL LICENSE IS REQUIRED FOR ANY PERSON CONDUCTING A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE TOWN, OR MAINTAINING A BUSINESS LOCATION OR BRANCH OFFICE WITHIN THE TOWN.

BUSINESS: ANY PERSON HOLDING HIMSELF OUT TO THE PUBLIC BY SIGN, PRINTED MATTER CLASSIFIED SECTION, TELEPHONE DIRECTORY, OR CITY DIRECTORY, OR OTHERWISE AS BEING ENGAGED IN BUSINESS, OR AS OFFERING SERVICES OR PROPERTY TO THE PUBLIC, REGARDLESS OF WHETHER SUCH PERSON ACTUALLY TRANSACTS ANY BUSINESS, OR PRACTICE A PROFESSION, SHALL BE CONSIDERED AS ENGAGING IN BUSINESS AND SHALL BE LIABLE FOR AN OCCUPATIONAL LICENSE. A SEPARATE OCCUPATIONAL LICENSE IS REQUIRED FOR A BRANCH ESTABLISHMENT OR ANY LOCATION WHERE A SEPARATE BUSINESS IS CONDUCTED.

IF THERE ARE TWO OR MORE BUSINESSES UNDER ONE OWNERSHIP AT THE SAME LOCATION, LICENSE SHALL BE ISSUED FOR THE HIGHEST AMOUNT PAYABLE FOR ANY ONE BUSINESS AND A FEE EQUAL TO HALF OF THE REQUIRED FEE CHARGED FOR EACH ADDITIONAL BUSINESS. SEPARATE APPLICATION IS REQUIRED FOR EACH BUSINESS. IF THERE ARE TWO OR MORE BUSINESSES UNDER SEPARATE OWNERSHIPS AT THE SAME LOCATION, EACH OWNER SHALL PAY THE AMOUNT REQUIRED FOR HIS BUSINESS.

APPLICATION MUST BE ACCOMPANIED BY FULL AMOUNT OF FEE AND A COPY OF ANY REQUIRED STATE LICENSE OR CERTIFICATE. TO DETERMINE FEE, PLEASE REFER TO ABOVE SCHEDULE. THE NORMAL LICENSING PERIOD IS FROM OCTOBER 1 THROUGH SEPTEMBER 30 OF THE FOLLOWING YEAR. DELINQUENCY PENALTIES AS ESTABLISHED BY FLORIDA STATUTES ARE ASSESSED BEGINNING OCTOBER 1.

MAKE CHECKS PAYABLE TO:  
TOWN OF LONGBOAT KEY

RETURN YELLOW COPY WITH PAYMENT, THANK YOU

OFFICE OF THE  
TOWN CLERK

501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228

SIGNATURE OF APPLICANT

DATE

BILLING INQUIRIES  
(813) 383-3721

RETURN WITH PAYMENT

BILL NUMBER :

OL. 00087. 1

AMOUNT DUE

\$529

09-30

9-13-94 Justin Brooks faxing cc of State lic.



## TOWN OF LONGBOAT KEY

501 BAY ISLES ROAD  
LONGBOAT KEY, FL. 34228  
(813) 383-3721

OCCUPATIONAL LICENSE APPLICATION:

# DL. 00057. 199-

DATE 10/01/93-09/30/94

PAGE 1

1. NAME OF BUSINESS..... COLONY BEACH & TENNIS CLUB LTD.  
2. FEDERAL ID/SSN..... 59-1513550  
3. BUSINESS ADDRESS..... 1620 GULF OF MEXICO DR

*Paid*  
*\$516.00*  
*9-27-93*  
*H009458*

4. BUSINESS PHONE..... 383-6464

5. MAIL TO:

6. OWNER NAME, ADDRESS, PHONE:

DR. MURRAY J. KLAUBER  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

KLAUBER, DR MURRAY J

BUSINESS, PROFESSION/OCCUPATION: HOTEL

D1. ACCOMMODATIONS(hotels/motels/tourism)...NUMBER OF UNITS 232

UNITS	RATE
0	50
51	100
101	200
201	99,999,999
	86.00
	215.00
	387.00
	516.00

N OCCUPATIONAL LICENSE IS REQUIRED FOR ANY PERSON CONDUCTING A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE TOWN, OR MAINTAINING A BUSINESS LOCATION OR BRANCH OFFICE WITHIN THE TOWN.

BUSINESS: ANY PERSON HOLDING HIMSELF OUT TO THE PUBLIC BY SIGN, PRINTED MATTER, CLASSIFIED SECTION, TELEPHONE DIRECTORY, OR CITY DIRECTORY, OR OTHERWISE AS BEING ENGAGED IN BUSINESS, OR AS OFFERING SERVICES OR PROPERTY TO THE PUBLIC, REGARDLESS OF WHETHER SUCH PERSON ACTUALLY TRANSACTS ANY BUSINESS, OR PRACTICES A PROFESSION, SHALL BE CONSIDERED AS ENGAGING IN BUSINESS AND SHALL BE LIABLE FOR AN OCCUPATIONAL LICENSE. A SEPARATE OCCUPATIONAL LICENSE IS REQUIRED FOR ANY BRANCH ESTABLISHMENT OR ANY LOCATION WHERE A SEPARATE BUSINESS IS CONDUCTED.

IF THERE ARE TWO OR MORE BUSINESSES UNDER ONE OWNERSHIP AT THE SAME LOCATION, A LICENSE SHALL BE ISSUED FOR THE HIGHEST AMOUNT PAYABLE FOR ANY ONE BUSINESS AND A FEE EQUAL TO HALF OF THE REQUIRED FEE CHARGED FOR EACH ADDITIONAL BUSINESS. A SEPARATE APPLICATION IS REQUIRED FOR EACH BUSINESS. IF THERE ARE TWO OR MORE BUSINESSES UNDER SEPARATE OWNERSHIPS AT THE SAME LOCATION, EACH OWNER SHALL PAY THE AMOUNT REQUIRED FOR HIS BUSINESS.

APPLICATION MUST BE ACCOMPANIED BY FULL AMOUNT OF FEE AND A COPY OF ANY REQUIRE STATE LICENSE OR CERTIFICATE. TO DETERMINE FEE, PLEASE REFER TO ABOVE SCHEDULE. THE NORMAL LICENSING PERIOD IS FROM OCTOBER 1 THROUGH SEPTEMBER 30 OF THE FOLLOWING YEAR. DELINQUENCY PENALTIES AS ESTABLISHED BY FLORIDA STATUTES ARE ASSESSED BEGINNING OCTOBER 1.

MAKE CHECKS PAYABLE TO:  
WN OF LONGBOAT KEY  
OFFICE OF THE  
TOWN CLERK

RETURN YELLOW COPY WITH PAYMENT

TOWN CLERK'S OFFICE

SEP 27 1993

10/01/

501 BAY ISLES ROAD  
LONGBOAT KEY, FL. 34228

SIGNATURE OF APPLICANT

RETURN WITH PAYMENT

TOWN OF LONGBOAT KEY

DATE

\$516.

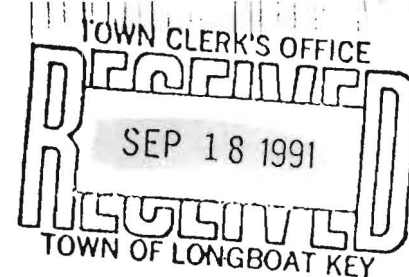
BILLING INQUIRIES

BILL NUMBER

DL. 00057 19



TOWN OF LONGBOAT KEY, FLORIDA  
501 BAY ISLES ROAD, LONGBOAT KEY, FLORIDA 34228  
(813) 383-3721



1991-92 OCCUPATIONAL LICENSE APPLICATION: OL.0087

HOTELS, MOTELS, TOURISM UNITS

MURRAY J. KLAUBER  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

		Fees
# of Units	1 - 50	\$ 86.00
	51 - 100	215.00
	101 - 200	387.00
	201 - +	516.00

1. NAME OF BUSINESS: COLONY BEACH & TENNIS CLUB LTD.
2. BUSINESS ADDRESS: 1620 GULF OF MEXICO DR
3. BUSINESS PHONE : 383-6464
4. MAILING ADDRESS : 1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228
5. OWNER'S NAME : MURRAY J. KLAUBER
6. BUSINESS, PROFESSION OR OCCUPATION: HOTEL

*Paid*  
*\$516.00*  
*9-18-91*

D1. HOTELS, MOTELS, TOURISM UNITS: NUMBER OF UNITS 238

AN OCCUPATIONAL LICENSE IS REQUIRED FOR ANY PERSON CONDUCTING A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE TOWN, OR MAINTAINING A BUSINESS LOCATION OR BRANCH OFFICE WITHIN THE TOWN.

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THE NORMAL LICENSING PERIOD IS FROM OCTOBER 1 THROUGH SEPTEMBER 30 OF THE FOLLOWING YEAR. DELINQUENCY PENALTIES AS ESTABLISHED BY FLORIDA STATUTES ARE ASSESSED BEGINNING OCTOBER 2.

PLEASE RETURN APPLICATION AND PAYMENT TO:  
OFFICE OF THE TOWN CLERK  
TOWN HALL

501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228

  
SIGNATURE OF APPLICANT

8/28/91  
DATE

*9/18/91*



5

pd  
H68.7  
9-6-91

TOWN OF LONGBOAT KEY  
501 Bay Isles Road, Longboat Key, Florida 34228  
(813) 383-3721

90/91 OCCUPATIONAL LICENSE APPLICATION NO. 0087  
(see reverse side for instructions)

MURRAY J. KLAUBER  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

1. NAME OF BUSINESS: COLONY BEACH & TENNIS CLUB LTD.
2. BUSINESS ADDRESS: 1620 GULF OF MEXICO DR
3. BUSINESS PHONE: 383-6464
4. MAILING ADDRESS: 1620 GULF OF MEXICO DR  
(If Different From Above) LONGBOAT KEY, FL 34228
5. OWNER'S NAME: MURRAY J. KLAUBER
6. BUSINESS, PROFESSION OR OCCUPATION: HOTEL
7. CIRCLE THE CATEGORY THAT BEST DESCRIBES THE NATURE OF YOUR BUSINESS AND COMPLETE THAT LINE ONLY:
  - A. 1. COMMERCIAL/PROFESSIONAL..... NUMBER OF EMPLOYEES \_\_\_\_\_
  2. REAL ESTATE BROKER..... NUMBER OF SALESMEN \_\_\_\_\_
  - B. FINANCIAL (COMMERCIAL BANKS, SAVINGS & LOANS, MORTGAGE CO'S.)
  - C. DEVELOPERS..... NUMBER OF EMPLOYEES \_\_\_\_\_
  - ☒ D. ACCOMMODATIONS
    - ☒ 1. HOTELS, MOTELS, TOURISM UNITS..... NUMBER OF UNITS 238
    2. RESIDENTIAL APARTMENTS & HOMES..... NUMBER OF UNITS \_\_\_\_\_
  - E. RESTAURANTS..... NUMBER OF SEATS \_\_\_\_\_
  - F. PERMITTED HOME OCCUPATION
  - G. INSURANCE COMPANIES
  - H. EVERY BUSINESS OR OCCUPATION NOT LISTED IN (A) THROUGH (G)
8. ATTACH A COPY OF ANY REQUIRED STATE LICENSE OR CERTIFICATE

I hereby swear that the above information is true and correct.

Stanley Edmear  
Signature of Applicant

August 28, 1990  
Date

FOR OFFICIAL USE ONLY

1) State License/Certificate

2) Zoning Verification

Checked

Copied

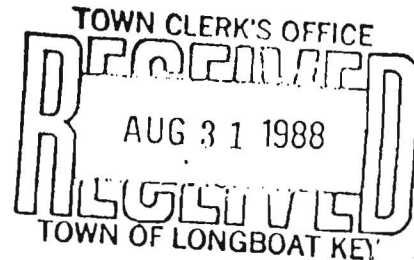
Zoning Official's Signature & Date

9/10/90 C



# TOWN OF LONGBOAT KEY, FLORIDA

501 BAY ISLES ROAD  
LONGBOAT KEY, FLORIDA 33548  
(813) 383-3721



MURRAY J. KLAUBER  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

1988-89

paid  
\$375.00  
8-31-88

## OCCUPATIONAL LICENSE APPLICATION 0087 (see reverse side for instructions)

1. NAME OF BUSINESS: COLONY BEACH & TENNIS CLUB LTD.
2. BUSINESS ADDRESS: 1620 GULF OF MEXICO DR
3. BUSINESS PHONE : 383-6464
4. MAILING ADDRESS : 1620 GULF OF MEXICO DR  
(If Different From Above) LONGBOAT KEY, FL 34228
5. OWNER'S NAME : MURRAY J. KLAUBER
6. BUSINESS, PROFESSION OR OCCUPATION : HOTEL
7. CHECK THE CATEGORY THAT BEST DESCRIBES THE NATURE OF YOUR BUSINESS AND COMPLETE THAT LINE ONLY.
  - A. ☐ COMMERCIAL/PROFESSIONAL ..... NUMBER OF EMPLOYEES \_\_\_\_\_
  - B. ☐ FINANCIAL  
(COMMERCIAL BANKS, SAVINGS & LOANS)  
(MORTGAGE COMPANIES)
  - C. ☐ DEVELOPERS ..... NUMBER OF EMPLOYEES \_\_\_\_\_
  - D. ☒ ACCOMMODATIONS ..... NUMBER OF UNITS 23  
(HOTELS, MOTELS, TOURISM UNITS AND)  
(RENTAL APARTMENTS)
  - E. ☐ RESTAURANTS ..... NUMBER OF SEATS \_\_\_\_\_
  - F. ☐ PERMITTED HOME OCCUPATION
  - G. ☐ EVERY BUSINESS OR OCCUPATION NOT LISTED IN (A) THROUGH (F)

### 8. ATTACH A COPY OF ANY REQUIRED STATE LICENSE OR CERTIFICATE

I hereby swear that the above information is true and correct.

SIGNATURE OF APPLICANT

AUG 29 1988  
DATE

FOR OFFICE USE ONLY

1) State License/Certificate:

2) Zoning Verification

Checked

Copied

Zoning Official's Signature

Date



# TOWN OF LONGBOAT KEY, FLORIDA

501 BAY ISLES ROAD  
LONGBOAT KEY, FLORIDA 33548  
(813) 383-3721

MURRAY J. KLAUBER  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

## OCCUPATIONAL LICENSE APPLICATION (see reverse side for instructions)

0087  
1987-1988

paid  
\$375.00 to  
9-11-87

NL

12/20/87  
Tabled to...  
12/30/87 YAK...  
0087...  
...  
...

1. NAME OF BUSINESS: COLONY BEACH & TENNIS CLUB LTD.
2. BUSINESS ADDRESS: 1620 GULF OF MEXICO DR
3. BUSINESS PHONE : 383-6464
4. MAILING ADDRESS : 1620 GULF OF MEXICO DR  
(If Different From Above) LONGBOAT KEY, FL 34228
5. OWNER'S NAME : MURRAY J. KLAUBER
6. BUSINESS, PROFESSION OR OCCUPATION : HOTEL
7. CHECK THE CATEGORY THAT BEST DESCRIBES THE NATURE OF YOUR BUSINESS AND COMPLETE THAT LINE ONLY.
  - A. ☐ COMMERCIAL/PROFESSIONAL ..... NUMBER OF EMPLOYEES \_\_\_\_\_
  - B. ☐ FINANCIAL  
(COMMERCIAL BANKS, SAVINGS & LOANS)  
(MORTGAGE COMPANIES)
  - C. ☐ DEVELOPERS ..... NUMBER OF EMPLOYEES \_\_\_\_\_
  - D. ☒ ACCOMMODATIONS ..... NUMBER OF UNITS 232  
(HOTELS, MOTELS, TOURISM UNITS AND)  
(RENTAL APARTMENTS)
  - E. ☐ RESTAURANTS ..... NUMBER OF SEATS \_\_\_\_\_
  - F. ☐ PERMITTED HOME OCCUPATION
  - G. ☐ EVERY BUSINESS OR OCCUPATION NOT LISTED IN (A) THROUGH (F)

\* 8. ATTACH A COPY OF ANY REQUIRED STATE LICENSE OR CERTIFICATE

I hereby swear that the above information is true and correct.

James M. Callan

SIGNATURE OF APPLICANT

DATE

prepaid

### FOR OFFICE USE ONLY

1) State License/Certificate:

2) Zoning Verification

Checked

Copied

Zoning Official's Signature

Date



# TOWN OF LONGBOAT KEY

501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228  
(941) 316-1999

## OCCUPATIONAL LICENSE APPLICATION

10/01/98-09/30/99

OL 00145 1998

1. NAME OF BUSINESS..... COLONY BEACH AND TENNIS CLUB, INC.
2. FEDERAL ID/SSN..... 59-1304226
3. BUSINESS ADDRESS..... 1620 GULF OF MEXICO DR

4. BUSINESS PHONE..... 383-5558
5. MAIL TO:

DR. MURRAY J. KLAUBER  
COLONY BEACH & TENNIS CLUB, INC  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

6. OWNER NAME, ADDRESS, PHONE.

KLAUBER, DR MURRAY J  
383-5558

*Paid*  
*\$232.00*  
*9-17-98*  
*H030634*

*(5)*

BUSINESS, PROFESSION/OCCUPATION: RESTAURANT

E. RESTAURANTS.....NUMBER OF SEATS 220 *(m)*

SEATS	RATE
0	50
51	100
101	200
201	99,999,999
	94.00
	140.00
	186.00
	232.00

TOWN CLERK'S OFFICE  
RECEIVED  
SEP 17 1998

AN OCCUPATIONAL LICENSE IS REQUIRED FOR ANY PERSON CONDUCTING A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE TOWN, OR MAINTAINING A BUSINESS LOCATION OR BRANCH OFFICE WITHIN THE TOWN.

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*9-17-98 cc to Scott Pickett re. increase*

MAKE CHECKS PAYABLE TO:  
TOWN OF LONGBOAT KEY

OFFICE OF THE  
TOWN CLERK  
501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228

BILLING INQUIRES  
(941) 316-1999

*from 200 seats to 320 seats*  
*9-30-Scott advised spoke with*  
*Michael Moulton - recount = 220*  
*Gods A Noun (200 = seats)*  
*including*  
*20 = bar stools*

SIGNATURE OF APPLICANT

DEPARTMENT COPY

BILL NUMBER: OL 00145 1998

DATE DUE

09-30-98

AMOUNT DUE

\$186.00





# TOWN OF LONGBOAT KEY

501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228  
(941) 316-1999

OCCUPATIONAL LICENSE APPLICATION

10/01/97-09/30/98

DL 00145, 1998

1. NAME OF BUSINESS..... COLONY BEACH AND TENNIS CLUB, INC.
2. FEDERAL ID/SSN..... 59-1304286
3. BUSINESS ADDRESS..... 1620 GULF OF MEXICO DR

*Paid*  
*\$204.60*  
*10-15-97*  
*H026367*

4. BUSINESS PHONE..... 383-5558

5. MAIL TO:

6. OWNER NAME, ADDRESS, PHONE:

DR. MURRAY J. KLAUBER  
COLONY BEACH & TENNIS CLUB, INC  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

KLAUBER, DR MURRAY J  
383-5558

#0145

BUSINESS PROFESSION/OCCUPATION: RESTAURANT

E. RESTAURANTS..... NUMBER OF SEATS 200

	SEATS	RATE
0	50	94.00
51	100	140.00
101	200	186.00
201	99,999,999	232.00

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MAKE CHECKS PAYABLE TO:  
OWN OF LONGBOAT KEY

ICE OF THE  
TOWN CLERK  
501 BAY ISLES ROAD  
NGBOAT KEY, FL 34228

1673/3570  
*Michael Avon*  
SIGNATURE OF APPLICANT

DATE

DATE DUE

AMOUNT DUE

\$186.00

BILLING INQUIRES

(941) 316-1999

DEPARTMENT COPY

BILL NUMBER:

DL 00145, 1998

## OCCUPATIONAL LICENSE APPLICATION

10/01/96-09/30/97

OL. 00145. 1997

1. NAME OF BUSINESS..... COLONY BEACH AND TENNIS CLUB, INC.  
 2. FEDERAL ID/SSN..... 59-1304286  
 3. BUSINESS ADDRESS..... 1620 GULF OF MEXICO DR

*Card*  
*\$186.00*  
*9.30.96*

*H022119*

4. BUSINESS PHONE..... 383-5558  
 5. MAIL TO:

6. OWNER NAME, ADDRESS, PHONE:

DR. MURRAY J. KLAUBER  
 COLONY BEACH & TENNIS CLUB, INC  
 1620 GULF OF MEXICO DR  
 LONGBOAT KEY, FL 34228

KLAUBER, DR MURRAY J  
 383-5558

BUSINESS, PROFESSION/OCCUPATION: RESTAURANT

E. RESTAURANTS.....NUMBER OF SEATS 200

..... SEATS	..... RATE
0 50	94.00
51 100	140.00
101 200	186.00
201 99,999,999	232.00

AN OCCUPATIONAL LICENSE IS REQUIRED FOR ANY PERSON CONDUCTING A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE TOWN, OR MAINTAINING A BUSINESS LOCATION OR BRANCH OFFICE WITHIN THE TOWN.

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MAKE CHECKS PAYABLE TO  
 TOWN OF LONGBOAT KEY

RETURN THIS COPY WITH PAYMENT. THANK YOU.

OFFICE OF THE  
 TOWN CLERK  
 501 BAY ISLES ROAD  
 LONGBOAT KEY, FL 34228

*Alice M. [Signature]*  
 SIGNATURE OF APPLICANT

DATE

09-30-96

AMOUNT DUE

\$186.00

BILLING INQUIRIES

RETURN WITH PAYMENT

BILL NUMBER OL. 00145. 1997

(41) 383-3721





TOWN OF LONGBOAT KEY

501 BAY ISLES ROAD  
LONGBOAT KEY FL 34228  
(813) 383-3721

OCCUPATIONAL LICENSE APPLICATION # OL 00145 1995

DATE 10/01/95-09/30/96

- 1. NAME OF BUSINESS..... COLONY BEACH AND TENNIS CLUB, INC.
- 2. FEDERAL ID/SSN..... 59-1304284
- 3. BUSINESS ADDRESS..... 1620 GULF OF MEXICO DR

pd.  
221.00  
9/11/95

- 4. BUSINESS PHONE..... 383-5558
- 5. MAIL TO:

DR. MURRAY J. KLAUBER  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

6. OWNER NAME, ADDRESS, PHONE

KLAUBER, DR MURRAY J  
383-5558

#017337

BUSINESS, PROFESSION/OCCUPATION: RESTAURANT

E. RESTAURANTS..... NUMBER OF SEATS 200

SEATS	RATE
0	50
51	100
101	150
151	99,999,999

89.00  
133.00  
177.00  
221.00

1673  
000 LIC  
8/11/95  
9103

AN OCCUPATIONAL LICENSE IS REQUIRED FOR ANY PERSON CONDUCTING A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE TOWN, OR MAINTAINING A BUSINESS LOCATION OR BRANCH OFFICE WITHIN THE TOWN.

BUSINESS: ANY PERSON HOLDING HIMSELF OUT TO THE PUBLIC BY SIGN, PRINTED MATTER, CLASSIFIED SECTION, TELEPHONE DIRECTORY, OR CITY DIRECTORY, OR OTHERWISE AS BEING ENGAGED IN BUSINESS, OR AS OFFERING SERVICES OR PROPERTY TO THE PUBLIC, REGARDLESS OF WHETHER SUCH PERSON ACTUALLY TRANSACTS ANY BUSINESS, OR PRACTICES A PROFESSION, SHALL BE CONSIDERED AS ENGAGING IN BUSINESS AND SHALL BE LIABLE FOR AN OCCUPATIONAL LICENSE. A SEPARATE OCCUPATIONAL LICENSE IS REQUIRED FOR ANY BRANCH ESTABLISHMENT OR ANY LOCATION WHERE A SEPARATE BUSINESS IS CONDUCTED.

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MAKE CHECKS PAYABLE TO:  
TOWN OF LONGBOAT KEY

RETURN YELLOW COPY WITH PAYMENT. THANK YOU

OFFICE OF THE  
TOWN CLERK  
501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228

SIGNATURE OF APPLICANT

8/25/95  
DATE

09-30-9
AMOUNT DUE
\$221.00

BILLING INQUIRIES  
(813) 383-3721

RETURN WITH PAYMENT

BILL NUMBER: OL 00145 1995



# TOWN OF LONGBOAT KEY

501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228  
(813) 383-3721

OCCUPATIONAL LICENSE APPLICATION:

# DL 00145

DATE 10/01/94-09/30/95

PAGE 1

1. NAME OF BUSINESS..... COLONY BEACH AND TENNIS CLUB, INC.
2. FEDERAL ID/SSN..... 59-1304286
3. BUSINESS ADDRESS..... 1620 GULF OF MEXICO DR

*paid \$221.00*  
*H012991*

4. BUSINESS PHONE..... 383-5558
5. MAIL TO:

DR. MURRAY J. KLAUBER  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

6. OWNER NAME, ADDRESS, PHONE:

KLAUBER, DR MURRAY J

BUSINESS, PROFESSION/OCCUPATION: RESTAURANT

E. RESTAURANTS.....NUMBER OF SEATS 200

SEATS	RATE
0	50 89.00
51	100 133.00
101	150 177.00
151	99,999,999 221.00

AN OCCUPATIONAL LICENSE IS REQUIRED FOR ANY PERSON CONDUCTING A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE TOWN, OR MAINTAINING A BUSINESS LOCATION OR BRANCH OFFICE WITHIN THE TOWN.

BUSINESS: ANY PERSON HOLDING HIMSELF OUT TO THE PUBLIC BY SIGN, PRINTED MATTER, CLASSIFIED SECTION, TELEPHONE DIRECTORY, OR CITY DIRECTORY, OR OTHERWISE AS BEING ENGAGED IN BUSINESS, OR AS OFFERING SERVICES OR PROPERTY TO THE PUBLIC, REGARDLESS OF WHETHER SUCH PERSON ACTUALLY TRANSACTS ANY BUSINESS, OR PRACTICES A PROFESSION, SHALL BE CONSIDERED AS ENGAGING IN BUSINESS AND SHALL BE LIABLE FOR AN OCCUPATIONAL LICENSE. A SEPARATE OCCUPATIONAL LICENSE IS REQUIRED FOR ANY BRANCH ESTABLISHMENT OR ANY LOCATION WHERE A SEPARATE BUSINESS IS CONDUCTED.

IF THERE ARE TWO OR MORE BUSINESSES UNDER ONE OWNERSHIP AT THE SAME LOCATION, A LICENSE SHALL BE ISSUED FOR THE HIGHEST AMOUNT PAYABLE FOR ANY ONE BUSINESS AND A FEE EQUAL TO HALF OF THE REQUIRED FEE CHARGED FOR EACH ADDITIONAL BUSINESS. A SEPARATE APPLICATION IS REQUIRED FOR EACH BUSINESS. IF THERE ARE TWO OR MORE BUSINESSES UNDER SEPARATE OWNERSHIPS AT THE SAME LOCATION, EACH OWNER SHALL PAY THE AMOUNT REQUIRED FOR HIS BUSINESS.

APPLICATION MUST BE ACCOMPANIED BY FULL AMOUNT OF FEE AND A COPY OF ANY REQUIRED STATE LICENSE OR CERTIFICATE. TO DETERMINE FEE, PLEASE REFER TO ABOVE SCHEDULE. THE NORMAL LICENSING PERIOD IS FROM OCTOBER 1 THROUGH SEPTEMBER 30 OF THE FOLLOWING YEAR. DELINQUENCY PENALTIES AS ESTABLISHED BY FLORIDA STATUTES ARE ASSESSED BEGINNING OCTOBER 1.

MAKE CHECKS PAYABLE TO:  
TOWN OF LONGBOAT KEY

OFFICE OF THE  
TOWN CLERK

501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228

RETURN YELLOW COPY WITH PAYMENT, THANK YOU

SIGNATURE OF APPLICANT

DATE

AMOUNT DUE

\$221.00

BILLING INQUIRIES  
(813) 383-3721

DEPARTMENT COPY

BILL NUMBER: DL 00145 19

**TOWN OF LONGBOAT KEY**501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228  
(813) 383-3721

OCCUPATIONAL LICENSE APPLICATION

#OL 00145.1994

DATE 10/01/93-09/30/94

PAGE 1

*PAID 5215.00  
9-30-93  
H009567*

1. NAME OF BUSINESS..... COLONY BEACH AND TENNIS CLUB, INC.  
2. FEDERAL ID/SSN..... 59-1304286  
3. BUSINESS ADDRESS..... 1620 GULF OF MEXICO DR

4. BUSINESS PHONE..... 383-5558

5. MAIL TO:

6. OWNER NAME, ADDRESS, PHONE:

DR. MURRAY J. KLAUBER  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

KLAUBER, DR MURRAY J

BUSINESS, PROFESSION/OCCUPATION: RESTAURANT

E. RESTAURANTS..... NUMBER OF SEATS 250

SEATS	RATE
0	50
51	100
101	150
151	99,999,999
	86.00
	129.00
	172.00
	215.00

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MAKE CHECKS PAYABLE TO:  
TOWN OF LONGBOAT KEY  
OFFICE OF THE  
TOWN CLERK

501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228

RETURN YELLOW COPY WITH PAYMENT

TOWN CLERK'S OFFICE

*Vicky L. Shedd*  
SIGNATURE OF APPLICANT  
RETURN WITH PAYMENT  
TOWN OF LONGBOAT KEY  
SEP 30 1993  
DATE

10/01/93

AMOUNT DUE

\$215.00

BILLING INQUIRIES  
(813) 383-3721

BILL NUMBER:

OL 00145.1994

1992-93

## TOWN OF LONGBOAT KEY

39

\*\*\*\* OCCUPATIONAL LICENSES BILLING SUMMARY as of 02-03-99 \*\*\*\*

BILL NBR: OL.00145.1993 - COLONY BEACH AND TENNIS CLUB, INC.

status.....	on 09-11-92	balance due.....	0.00
bill date....	08-17-92	charges/penalties	215.00
bill amount..	215.00	payments.....	-215.00
last update..	06-11-93 Conversion	adjustments.....	0.00

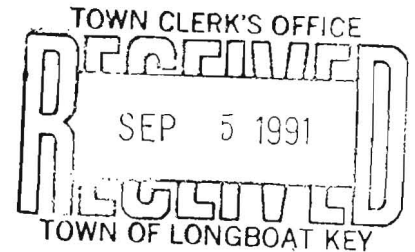
license..... OL.00145  
category..... RESTAURANTS  
ref date..... 10/01/92-09/30/93  
for..... COLONY BEACH AND TENNIS CLUB, INC.  
1620 GULF OF MEXICO DR

bill name/addr..... DR. MURRAY J. KLAUBER  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228  
phone..... 383-5558

notice date/type....

	type....	date....	reference.	description.....	by..	amount
1	CHARGE	08-17-92	621-03	200 seats	SYS	215.00
2	PAY	09-11-92		OL.00145.1993 CK#4854	SYS	-215.00

TOWN OF LONGBOAT KEY, FLORIDA  
501 BAY ISLES ROAD, LONGBOAT KEY, FLORIDA 34228  
(813) 383-3721



1991-92 OCCUPATIONAL LICENSE APPLICATION: OL.0145

MURRAY J. KLAUBER  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

RESTAURANT FEES		
# of seats:	1 - 50	\$ 86.00
	51 - 100	129.00
	101 - 150	<del>172.00</del>
	151 - +	215.00

1. NAME OF BUSINESS: COLONY BEACH AND TENNIS CLUB, INC.  
SITE PLAN LIMIT-200 SEATS
2. BUSINESS ADDRESS: 1620 GULF OF MEXICO DR
3. BUSINESS PHONE : 383-5558
4. MAILING ADDRESS : 1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228
5. OWNER'S NAME : MURRAY J. KLAUBER
6. BUSINESS, PROFESSION OR OCCUPATION: RESTAURANT

*Paid*  
*\$ 215.00*  
*9-5-91*

E. RESTAURANTS.....NUMBER OF SEATS 200

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THE NORMAL LICENSING PERIOD IS FROM OCTOBER 1 THROUGH SEPTEMBER 30 OF THE FOLLOWING YEAR. DELINQUENCY PENALTIES AS ESTABLISHED BY FLORIDA STATUTES ARE ASSESSED BEGINNING OCTOBER 2.

PLEASE RETURN COMPLETED APPLICATION AND PAYMENT TO:  
OFFICE OF THE TOWN CLERK  
TOWN HALL  
501 BAY ISLES ROAD  
LONGBOAT KEY, FL 34228

  
\_\_\_\_\_  
SIGNATURE OF APPLICANT

8/28/91  
\_\_\_\_\_  
DATE

*9/5/91*  
*[Signature]*

TOWN OF LONGBOAT KEY  
501 Bay Isles Road, Longboat Key, Florida 34228  
(813) 383-3721

5  
pd  
195.31  
9-6-90

90/91 OCCUPATIONAL LICENSE APPLICATION NO. 0145  
(see reverse side for instructions)

MURRAY J. KLAUBER  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

1. NAME OF BUSINESS: COLONY BEACH AND TENNIS CLUB, INC.  
SITE PLAN LIMIT-200 SEATS
2. BUSINESS ADDRESS: 1620 GULF OF MEXICO DR
3. BUSINESS PHONE : 383-5558
4. MAILING ADDRESS : 1620 GULF OF MEXICO DR  
(If Different From Above) LONGBOAT KEY, FL 34228
5. OWNER'S NAME : MURRAY J. KLAUBER
6. BUSINESS, PROFESSION OR OCCUPATION: RESTAURANT
7. CIRCLE THE CATEGORY THAT BEST DESCRIBES THE NATURE OF YOUR BUSINESS AND COMPLETE THAT LINE ONLY:
  - A. 1. COMMERCIAL/PROFESSIONAL.....NUMBER OF EMPLOYEES \_\_\_\_\_  
2. REAL ESTATE BROKER.....NUMBER OF SALESMEN \_\_\_\_\_
  - B. FINANCIAL (COMMERCIAL BANKS, SAVINGS & LOANS, MORTGAGE CO'S.)
  - C. DEVELOPERS.....NUMBER OF EMPLOYEES \_\_\_\_\_
  - D. ACCOMMODATIONS
    1. HOTELS, MOTELS, TOURISM UNITS.....NUMBER OF UNITS \_\_\_\_\_
    2. RESIDENTIAL APARTMENTS & HOMES.....NUMBER OF UNITS \_\_\_\_\_
  - (E) RESTAURANTS.....NUMBER OF SEATS 200
  - F. PERMITTED HOME OCCUPATION
  - G. INSURANCE COMPANIES
  - H. EVERY BUSINESS OR OCCUPATION NOT LISTED IN (A) THROUGH (G)
8. ATTACH A COPY OF ANY REQUIRED STATE LICENSE OR CERTIFICATE

I hereby swear that the above information is true and correct.

Stanley Duncan  
Signature of Applicant

August 28, 1990  
Date

FOR OFFICIAL USE ONLY

State License/Certificate

2) Zoning Verification

Checked Copied

Zoning Official's Signature & Date

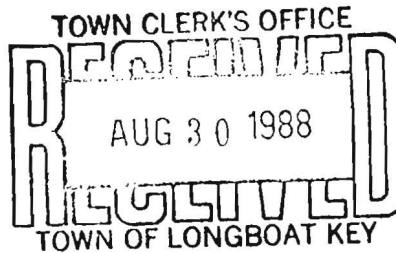
9/10/90 *C*





# TOWN OF LONGBOAT KEY, FLORIDA

501 BAY ISLES ROAD  
LONGBOAT KEY, FLORIDA 33548  
(813) 383-3721



*paid*  
*\$156.25*  
*8-31-88*

MURRAY J. KLAUBER  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

*1988-89*

## OCCUPATIONAL LICENSE APPLICATION 0145 (see reverse side for instructions)

1. NAME OF BUSINESS: COLONY BEACH AND TENNIS CLUB, INC.  
SITE PLAN LIMIT-200 SEATS
2. BUSINESS ADDRESS: 1620 GULF OF MEXICO DR
3. BUSINESS PHONE : 383-5558
4. MAILING ADDRESS : 1620 GULF OF MEXICO DR  
(If Different From Above) LONGBOAT KEY, FL 34228
5. OWNER'S NAME : MURRAY J. KLAUBER
6. BUSINESS, PROFESSION OR OCCUPATION : RESTAURANT
7. CHECK THE CATEGORY THAT BEST DESCRIBES THE NATURE OF YOUR BUSINESS AND COMPLETE THAT LINE ONLY.
  - A. ☐ COMMERCIAL/PROFESSIONAL ..... NUMBER OF EMPLOYEES \_\_\_\_\_
  - B. ☐ FINANCIAL  
(COMMERCIAL BANKS, SAVINGS & LOANS)  
(MORTGAGE COMPANIES)
  - C. ☐ DEVELOPERS ..... NUMBER OF EMPLOYEES \_\_\_\_\_
  - D. ☐ ACCOMMODATIONS ..... NUMBER OF UNITS \_\_\_\_\_  
(HOTELS, MOTELS, TOURISM UNITS AND)  
(RENTAL APARTMENTS)
  - E. ☒ RESTAURANTS ..... NUMBER OF SEATS 200
  - F. ☐ PERMITTED HOME OCCUPATION
  - G. ☐ EVERY BUSINESS OR OCCUPATION NOT LISTED IN (A) THROUGH (F)
8. ATTACH A COPY OF ANY REQUIRED STATE LICENSE OR CERTIFICATE

I hereby swear that the above information is true and correct.

*Murray J. Klauber*  
SIGNATURE OF APPLICANT  
*9-15-88*

*8-25-88*  
DATE

### FOR OFFICE USE ONLY

1) State License/Certificate:

2) Zoning Verification

Checked \_\_\_\_\_

Copied \_\_\_\_\_

Zoning Official's Signature \_\_\_\_\_

Date \_\_\_\_\_



# TOWN OF LONGBOAT KEY, FLORIDA

501 BAY ISLES ROAD  
LONGBOAT KEY, FLORIDA 33548  
(813) 383-3721

*Handwritten:* 7/1/88

*Handwritten:*  
1987-88  
Paid  
\$281.25  
9-29-87  
5000 2 1000

MURRAY J. KLAUBER  
1620 GULF OF MEXICO DR  
LONGBOAT KEY, FL 34228

## OCCUPATIONAL LICENSE APPLICATION 0145 (see reverse side for instructions)

1. NAME OF BUSINESS: COLONY BEACH AND TENNIS CLUB, INC. |  
SITE PLAN LIMIT-200 SEATS
2. BUSINESS ADDRESS: 1620 GULF OF MEXICO DR
3. BUSINESS PHONE : 383-5558
4. MAILING ADDRESS : 1620 GULF OF MEXICO DR  
(If Different From Above) LONGBOAT KEY, FL 34228
5. OWNER'S NAME : MURRAY J. KLAUBER
6. BUSINESS, PROFESSION OR OCCUPATION : CLUB, RESTAURANT
7. CHECK THE CATEGORY THAT BEST DESCRIBES THE NATURE OF YOUR BUSINESS AND COMPLETE THAT LINE ONLY.
  - A. ☐ COMMERCIAL/PROFESSIONAL ..... NUMBER OF EMPLOYEES \_\_\_\_\_
  - B. ☐ FINANCIAL  
(COMMERCIAL BANKS, SAVINGS & LOANS)  
(MORTGAGE COMPANIES)
  - C. ☐ DEVELOPERS ..... NUMBER OF EMPLOYEES \_\_\_\_\_
  - D. ☐ ACCOMMODATIONS ..... NUMBER OF UNITS \_\_\_\_\_  
(HOTELS, MOTELS, TOURISM UNITS AND)  
(RENTAL APARTMENTS)
  - E. ☒ RESTAURANTS ..... NUMBER OF SEATS 200
  - F. ☐ PERMITTED HOME OCCUPATION
  - G. ☐ EVERY BUSINESS OR OCCUPATION NOT LISTED IN (A) THROUGH (F)

\*8. ATTACH A COPY OF ANY REQUIRED STATE LICENSE OR CERTIFICATE

I hereby swear that the above information is true and correct.

James M. Callan  
SIGNATURE OF APPLICANT

9-25-87  
DATE

### FOR OFFICE USE ONLY

1) State License/Certificate:

2) Zoning Verification

Checked \_\_\_\_\_

Copied \_\_\_\_\_

Zoning Official's Signature \_\_\_\_\_

Date \_\_\_\_\_



# **SARASOTA COUNTY TAX COLLECTOR BARBARA FORD-COATES**

**CERTIFIED FLORIDA COLLECTOR**

**CERTIFIED PUBLIC MANAGER**

P.O. Box 1358      Sarasota, FL 34230-1358  
Tag Office: (941) 362-9898      Tax Office: (941) 362-9888  
Toll Free from North Port/Englewood 484-9571 X Tag or Tax  
TDD phone for the hearing impaired (941) 954-4835  
Fax (941) 951-5632

March 15, 1999

Mr. Marc Mazo  
Power Check Consultants  
14252 Puffin Court  
Clearwater, FL 33762

Subject: Colony Beach and Tennis Club, Ltd.

Dear Mr. Mazo:

This is to confirm that the Colony Beach and Tennis Club, Ltd. has occupational license# 15160 as a hotel at 1620 Gulf of Mexico Drive, Sarasota, FL 34228. They have had the occupational license since the ordinance took effect on October 1, 1992. Their current license expires September 30, 1999.

If you have any questions, please do not hesitate to call Colleen Ingalls at (941) 951-5625.

Very truly yours,

BARBARA FORD-COATES  
SARASOTA COUNTY TAX COLLECTOR

By: Sharon I. Alden  
Sharon I. Alden

BFC:sa

1998-99

**SARASOTA COUNTY OCCUPATIONAL LICENSE**  
**MUST BE DISPLAYED IN A CONSPICUOUS PLACE**  
**LICENSE EXPIRES 9/30/99**

LICENSE NO.  
15160

MACHINES 0 ROOMS 237 SEATS 0 EMPLOYEES 175

\$355.50

SIC CODE 7011 BUSINESS TYPE HOTEL/MOTEL

PAID 09/23/1998  
CONTROL # 97-00026401

BUSINESS ADDRESS 1620 GULF OF MEXICO DR  
LONGBOAT KEY FL 34228

COLONY BEACH & TENNIS CLUB LTD  
1620 GULF OF MEXICO DRIVE  
LONGBOAT KEY FL 34228

BARBARA FORD-COATES, TAX COLLECTOR  
P.O. BOX 1353, SARASOTA, FL 34230-1353  
(941) 362-9868  
TOLL FREE FROM ENGLEWOOD NORTH PORT.  
484-9571, EXT. TAX

THIS OCCUPATIONAL LICENSE DOES NOT CONFIRM THAT REGULATORY OR ZONING  
REQUIREMENTS HAVE BEEN MET. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.

**1998-99**

**SARASOTA COUNTY OCCUPATIONAL LICENSE**  
**MUST BE DISPLAYED IN A CONSPICUOUS PLACE**  
**LICENSE EXPIRES 9/30/99**

LICENSE NO.  
302

MACHINES 0 ROOMS 0 SEATS 200 EMPLOYEES 100

\$75.00

SIC CODE 5812 BUSINESS TYPE RESTAURANT

PAID 10/15/1998  
CONTROL # 14-00042695

BUSINESS ADDRESS 1620 GULF OF MEXICO DR  
LONGBOAT KEY FL 34228

COLONY BEACH & TENNIS CLUB INC  
COLONY RESTAURANT  
1620 GULF OF MEXICO DR  
LONGBOAT KEY FL 34228

BARBARA FORD-COATES, TAX COLLECTOR  
P.O. BOX 1358, SARASOTA, FL 34230-1358  
(941) 362-9888  
TOLL FREE FROM ENGLEWOOD/NORTH PORT:  
484-9571, EXT. TAX

THIS OCCUPATIONAL LICENSE DOES NOT CONFIRM THAT REGULATORY OR ZONING  
REQUIREMENTS HAVE BEEN MET. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE

302.000

## Application for Sarasota County Occupational License

Sarasota County Tax Collector  
P.O. Box 1358  
Sarasota, Florida 34230-1358  
(813) 951-5600 (813) 492-3000

NOTE: A SEPARATE APPLICATION IS REQUIRED FOR EACH LOCATION WITHIN SARASOTA COUNTY

1. BUSINESS NAME or INDIVIDUAL NAME <u>Colony Beach + Tennis Club Inc</u>		FOR OFFICE USE ONLY		ACCOUNT NUMBER <u>302-000</u>	
2. MAILING ADDRESS <u>1620 Gulf of Mexico Dr</u>		7. FEDERAL EMPLOYER ID NUMBER (If applicable) <u>00-0000000</u>			
CITY <u>Longboat Key, FL</u>	STATE <u>FL</u>	ZIP <u>34228</u>		8. DEPARTMENT OF REVENUE SALES TAX NUMBER (If applicable) <u>00-00-000000-00</u>	
3. DBA NAME (If applicable) <u>Colony Restaurant</u>		9. FLORIDA LICENSE/CERTIFICATION NO. (PROFESSIONS & CONTRACTORS) ATTACH COPY OF CURRENT LICENSE/CERTIFICATION TO APPLICATION <u>00000000000000</u> (See additional instructions on reverse side)			
4. BUSINESS LOCATION (Actual Street Address) <u>above</u>		10. REAL PROPERTY TAX ACCOUNT NUMBER (If applicable and known)			
CITY <u>Longboat Key, FL</u>		STATE <u>FL</u>		ZIP <u>34228</u>	
INSIDE CITY LIMITS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		11. TANGIBLE TAX ACCOUNT NUMBER (If applicable and known)			
5. TELEPHONE NUMBER <u>813-383-5558</u>		12. REASON FOR FILING: <input checked="" type="checkbox"/> INITIAL APPLICATION <input type="checkbox"/> CHANGE OF OWNERSHIP - Name of Previous Owner <input type="checkbox"/> OTHER			
6. FAX NUMBER (If applicable)					
13. KIND OF BUSINESS <u>RESTAURANT</u>		PLEASE CHECK ONE: <input type="checkbox"/> PROFESSIONAL <input type="checkbox"/> MANUFACTURING <input type="checkbox"/> SERVICE <input type="checkbox"/> RETAIL <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> WHOLESALE <input checked="" type="checkbox"/> OTHER <u>Restaurant</u>			
(See additional instructions on reverse side)					
14. TYPE OF BUSINESS ORGANIZATION: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input checked="" type="checkbox"/> CORPORATION		15. PERSON TO CONTACT IN AN EMERGENCY/TELEPHONE NUMBER <u>MURRAY J KLAUBER</u> (813) 383-6464			
16. INDIVIDUAL/PARTNERS/ CORPORATE OFFICER* <u>MURRAY J KLAUBER</u>	DRIVER LICENSE NO./STATE <u>K-416 550 27049 FL</u>		HOME ADDRESS <u>above</u>		ZIP CODE <u>( )</u>
					TELEPHONE NUMBER <u>( )</u>
* Partners - List two individuals; Corporations - One individual required					
17. OWNER'S RACE - This information is being requested for demographic purposes only. A response is voluntary and will not affect the licensing process. <input type="checkbox"/> AFRICAN AMERICAN <input type="checkbox"/> HISPANIC <input checked="" type="checkbox"/> WHITE <input type="checkbox"/> ASIAN <input type="checkbox"/> NATIVE AMERICAN <input type="checkbox"/> OTHER			18. TOTAL NUMBER OF EMPLOYEES (INCLUDING OWNERS) <u>100</u>		
19. IF A RESTAURANT/TAVERN/BAR/ETC. - NUMBER OF SEATS <u>200</u>			CATEGORIES OF EMPLOYEES (Number of total in each category)		
DRIVE IN CURB SERVICE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			MANAGEMENT/OWNERS <u>3</u>		
IF A HOTEL/MOTEL/BED & BREAKFAST, ETC. - NUMBER OF ROOMS			PROFESSIONAL		
NUMBER OF COIN OPERATED MACHINES IN ROOMS (Mattresses/Movies/TV/Radio)			TECHNICAL		
IF A LAUNDRY - NUMBER OF COIN OPERATED LAUNDRY MACHINES			SALES <u>4</u>		
(INCLUDES SOAP/STYLER/BAGS/IRONING/PRESSING/ETC.)			CLERICAL <u>2</u>		
NUMBER OF VENDING MACHINES			SERVICE <u>80</u>		
MERCHANDISE			PRODUCTION		
SERVICE/AMUSEMENT			LABORERS <u>11</u>		
OWNED BY BUSINESS			OTHER		

Continued on reverse side

6



20. DO YOU OWN OR RENT YOUR ESTABLISHMENT? <input checked="" type="checkbox"/> OWN If rent, list building owner's name & address <input type="checkbox"/> RENT		21. DATE BUSINESS ESTABLISHED IN SARASOTA COUNTY MONTH ____ DAY ____ YEAR <u>1973</u>	22. GROSS ANNUAL REVENUE <input type="checkbox"/> UNDER \$100,000 <input type="checkbox"/> \$100,000 - \$500,000 <input type="checkbox"/> \$500,001 - \$1,000,000 <input checked="" type="checkbox"/> \$1,000,001 - \$10,000,000 <input type="checkbox"/> OVER \$10,000,000
23. TOTAL BUILDING AREA SQ. FT. _____	OFFICE AREA SQ. FT. _____ MANUFACTURING AREA SQ. FT. _____	STORAGE AREA SQ. FT. _____ OTHER AREA SQ. FT. _____	
24. ARE YOU A HOLDER OF HAZARDOUS MATERIALS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
25. I SWEAR THAT THIS APPLICATION FOR LICENSE IS MADE FOR THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE AND CORRECT.			
<div style="display: flex; justify-content: space-between;"> <div> <u>9/30/92</u> DATE         </div> <div> <u>Vicky L. Shields</u> SIGNATURE OF APPLICANT OR AGENT         </div> </div>			
26. ANSWERS TO THE FOLLOWING QUESTIONS ARE REQUESTED BY THE ECONOMIC DEVELOPMENT BOARD OF SARASOTA COUNTY TO ASSIST THEM IN ATTRACTING THE TYPES OF INDUSTRIES THAT WILL BE BENEFICIAL TO THE EXISTING BUSINESSES IN THE COUNTY. PLEASE TAKE THE TIME TO ANSWER THESE TWO ITEMS. THANK YOU IN ADVANCE FOR YOUR COOPERATION.			
WHAT ARE THE THREE MAIN COMMODITIES WHICH YOU CURRENTLY BUY FROM SUPPLIERS OUTSIDE SARASOTA COUNTY AND THE LOCATIONS FROM WHICH THE PRODUCTS COME?			
WHAT THREE COMMODITIES DO YOU PRESENTLY BUY OUTSIDE SARASOTA COUNTY THAT YOU WOULD LIKE TO HAVE AVAILABLE IN THE COUNTY?			

**ADDITIONAL INSTRUCTIONS:**

**NOTE: A SEPARATE APPLICATION IS REQUIRED FOR EACH LOCATION WITHIN SARASOTA COUNTY**

Item 9 - The length of license/certification numbers varies. Fill in your total license number.  
Note: This application CANNOT be processed unless a copy of your current license/certification is attached.

Item 13 - Give as much detail as possible. For example: if manufacturing, retail or wholesale - give type of product, if professional or contractor - give classification or type of construction. Most businesses will pay just one fee. Some businesses have multiple functions and will pay multiple fees. Examples of this type of business are some department stores, super-markets, convenience and drug stores which have bakeries, delicatessens, restaurants, flower shops, video rentals or vending machines owned by the business. Also, gas stations and auto dealers which have repair and/or body shops need more than one license. In addition, service businesses that sell retail goods in addition to their main business need a license for each activity such as pet groomers or veterinarians that sell pet supplies, or a beauty salon that also sells beauty products. If you have any questions about which categories apply to your business, please contact the Tax Collector's office.

Item 25 - This application CANNOT be processed unless the application is signed and dated.

*The  
Colony* Beach Resort  
on Longboat Key

*Break Away*  
FOR YOUR  
JANUARY  
VACATION



January 3, 1988 - January 31, 1988

**1 BR APARTMENT \$145.<sup>00</sup>**

Per night for 2 persons

**2 BR APARTMENT \$175.<sup>00</sup>**

Per night for up to 4 people

**COMPLIMENTARY**

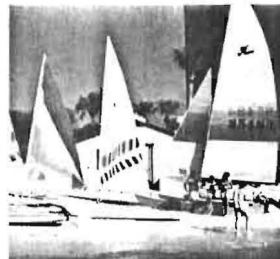
- ☐ Tennis ☐ Health Club ☐ Beach Towels & Lounge Chairs  
☐ Kidding Around Program (for ages 4-12) ☐ Concierge Services

Call your travel agent or call: (Florida) 800-282-1138, (Out  
of state) 800-237-9443, Canada call collect, 813-383-6464,  
TELEX 808849CBTR

\*Rates based on availability and arrival no earlier than Jan. 3, 1988.  
Standard extra person charges apply.

**1620 Gulf of Mexico Drive  
Longboat Key, Sarasota, Florida 34228**





## DR. KLAUBER NAMES KEVIN CALLANS GENERAL MANAGER

The Colony has a new general manager, and he has high expectations and the support of the entire staff for the continued successful future of The Colony. Urged to leave Arizona and come to work in the hospitality industry by Dr. M.J. "Murf" Klauber, Chairman, Kevin spent the last three years in an intensive hands-on hotel management training program, "learning from the best in every facet of the operation," says Kevin.

The duties varied from that of a bellman to front desk, housekeeping and laundry, to the taxing details of coordinating major renovations with Katie Moulton. Every apartment has been redone within a single year. Kevin proved not only very capable, he maintained his creative personality throughout.



Kevin comes by the meaning of a "job well done" from his father Mike Callans, President and CEO, who will be concentrating his efforts in new Sales and Marketing strategy and goals. As Mike would say, "work at any job to the best of your ability and then some," a work ethic that has proved to be successful for both.

"Hospitality" is the key word to the success of The Colony, and Kevin feels that good hospitality is the perfect balance between a quality product and friendly, yet expert service. "It is this balance, that is our basic goal, a goal which will make our resort more and more enjoyable for all our guests."

*You're the Best of All the Holiday Seasons  
and a Healthy and Happy New Year!*

## TRAVEL UPDATE JANUARY AT THE COLONY

January is the perfect time to break away to The Colony, and this year it will be a very special break indeed. From January 3 through January 31, 1988, you can stay one night or lots of nights at The Colony and the rate for a one-bedroom apartment will be just \$145.00 per night. Or stay in a beautiful two-bedroom apartment for only \$175.00 per night.

Consider the sun, the fun, the Gulf, the luxurious surroundings! . . . Break away to The Colony this January and start the New Year with a vacation you'll never forget!

## SPRING FORECAST

April, May, and June are traditionally three of the most popular months at The Colony, and the reservations usually arrive well in advance of the beautiful Florida spring. 1988 promises to be no exception, and our accommodations are rapidly filling up. Whether your spring plans at The Colony call for a sociable holiday or a corporate business meeting, please consider making your arrangements now so that we can guarantee your space and see to it that all your requirements are met with true Colony spirit.

See you in the Spring!

*Always Complimentary  
at The Colony!*

- ☆ tennis on 21 courts
- ☆ partner custom matched to your game
- ☆ freshwater beachside pool
- ☆ chaise lounges and beach chairs
- ☆ complete Health Clubs with steam, sauna and whirlpool spa
- ☆ supervised children's program ages 4-12
- ☆ Concierge Services

## WHAT'S ALL THE RACQUET?

### NEW DAILY TENNIS SPECIALS

In addition to private lessons from pro and our highly-regarded daily tennis clinics, something new is going on at The Colony courts. Daily specials have been added to our round of tennis events. Improve your game, enjoy your tennis, and come out and join the fun at our afternoon specials!

**Time for all specials is 4:00 P.M.**

- |           |  |
|-----------|--|
| Monday    | —Beat the Pros   |
| Tuesday   | —Ladies Round Robin                                    |
| Wednesday | —Mens Round Robin                                      |
| Thursday  | —Pro Am  |
| Friday    | —"Happy Hour" Specials: something different each time! |
| Saturday  | —Mixed Round Robin                                     |
| Sunday    | —Exhibition  |

### REGULAR COLONY CLINICS

- |           |   |
|-----------|---|
| 9-11 A.M. | Daily—Colony Clinic—thorough, fast-paced review of stroking and motion for all levels of play                           |
| 4-5 P.M.  | Tuesday & Friday—Double Workshop—all levels.  |
| 3-4 P.M.  | Daily—Junior Clinic—Introductory through Intermediate.  |
| 1-2 P.M.  | Daily—Junior Excellence Clinic—Advanced and Advanced Intermediate Juniors. Available during school breaks and holidays. |

(During season, hours may vary.)

*Private lessons at all levels  
are always available!*

# The Colony

## WATERSPORTS CENTER

### NEW ADDITIONS!!!

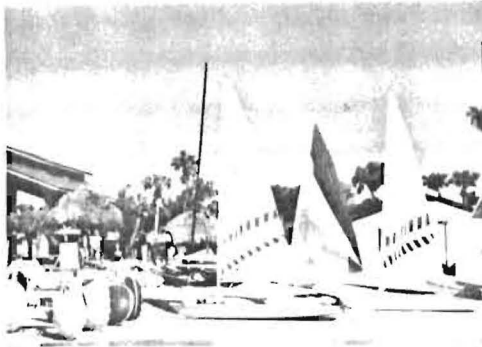
**PADDLE BOATS** The Colony Watersports Center has added paddle boats to its exciting collection of equipment and water toys. Come out and try 'em! This is water fun for the whole family.

**DAILY RATES** Along with our 1/2-hour, one hour, and 3-hour rates, we've decided to bow to demand and add an all-day rate to the rental policies at the Watersports Center. Most of our wonderful water toys will now be available on a daily basis at greatly reduced rates. If your dedication to the water demands a full day's (or more!) access to boats, rafts, and boards, this may be the solution you've been waiting for; so come and check out the new daily rates at the Watersports Center.

### SPECIAL EQUIPMENT PACKAGES

**3-day Packages:** Unlimited use of a windsurfer or Laser for three days.

**7-day Packages:** Unlimited use of a windsurfer or Laser for seven days.



**Play With Them All!** Seven days unlimited use of all the water equipment available.

*(The Watersports Directors will be happy to customize equipment packages as much as possible.)*

### ALWAYS AT THE WATERSPORTS CENTER

- ☆ Hobie Cat 16'
- ☆ Laser 14'
- ☆ Windsurfers
- ☆ Aqua-Cycles
- ☆ Paddle Boats
- ☆ Surf Kayacs
- ☆ Boogie Boards
- ☆ Surf Rafts
- ☆ Floating Islands

Hobie rides are easily arranged and sailing and windsurfing lessons are available in a variety of different packages to meet your specific needs.

**BICYCLING!!!** Bicycling has always been on the long list of fun and fit Colony sports. Men's and Ladies' bicycles are available at hourly, 3-hourly, or daily rates. If you like to peddle your way to adventure and good health, this is the way to discover the Key!

### IT'S THE SAME OLD STO

Guests of The Colony have frequently commented to us that even though they have traveled extensively throughout the world, they have just not found a better resort than The Colony. It seems that from their first contact with Sharleen in reservations helping them make their vacation arrangements, guests say they can feel "magic". When they arrive at The Colony, Concierge Charles Renner does everything to make their welcome as warm as the sun that shines on Longboat Key. People say they look forward to hearing Phil Mancini's latest jokes when they are in The Colony Restaurant, and to hearing them talk, it seems that John Knox keeps them smiling, too.

Even though the management of The Colony likes to think of its the fabulous furnished apartments; the carefully tended grounds; and the wonderful amenities that keep guests returning when it comes right down to it, they know it's really the magic of our staff that makes a new guest feel like an old family friend.



# Best Beaches in the World

...are right here in the Sarasota area. And that's official! In "The Great International White Sand Beach Challenge", beaches in Sarasota and Manatee Counties took top honors, including first place, and ALL of the top seven spots went to beaches on the Gulf Coast of Florida. We've been saying it all along, and now the experts have confirmed it!

The contest began when the tourism bureaus of Sarasota and Manatee Counties decided the sand of our area beaches to be the best in the West Coast neighborhood. Other Gulf Coast communities took up the challenge and the contest escalated, attracting entries from all over the United States, including Hawaii, as well as from Mexico and many Caribbean islands.

To emphasize the fact that the results were being taken very seriously indeed, the judging was done by David Aubrey, a national expert on beaches and director of coastal research at the highly respected Woods Hole Oceanographic Institute in Woods Hole, Mass. Aubrey painstakingly analyzed the entries, and in spite of the glamorous international competition, Florida Gulf Coast beaches won all the first seven spots, with beaches in Sarasota and Manatee Counties finishing first and third, respectively.

So the word is out—officially! We've known it all along, of course, but now that the experts have had their final say, no one can dispute our long-standing claim. Our beaches are the best in the world, and now the whole world knows it!





# The Colony Restaurant



## A TASTE OF THE ISLANDS

At this year's benefit for Big Brothers and Sisters of America, restaurants from all over Sarasota and Longboat Key, created recipes around the theme, "A taste of the islands." While Keith Hand, Banquet Department, developed an exceptionally balmy tropical display, Sous Chef Thomas Klauber, researched Jamaican cookery. He found a recipe that is a combination of exotic island seasonings and spices derived from a time when meats and fish needed to be preserved for long sea voyages. This process was called *Jerking* and the superb recipe he recreated for the event was Seared Jerked Breast of Chicken in Raspberry-Tamarind Sauce. If you enjoy culinary adventures, try Tom's creative recreation of an old Jamaican recipe.

### SEARED JERKED BREAST OF CHICKEN WITH RASPBERRY TAMARIND AND MINTED MANGO

#### JERKED BREAST OF CHICKEN

4 Skinless Chicken Breasts (lightly pounded)  
2 Tbsp. Clarified Butter  
¼ Cup Jamaican Jerk Seasoning  
¾ Cup Water  
3 Tbsp. Olive Oil  
Combine the Jerk Seasoning, Water and Oil over medium heat until mixture comes to a boil. Let cool. Add pounded Chicken Breasts to marinade. Allow chicken breasts to marinate from 30 minutes to several hours for desired strength. Preheat skillet and add the Clarified Butter. Place Chicken in pan—and brown on both sides. Remove from pan. Pat off excess fat.

#### RASPBERRY TAMARIND SAUCE

1 Cup Tamarind Concentrate (unseasoned)  
2 Pints Fresh Raspberries  
¼ Cup Red Wine Vinegar  
1 Tbsp. Cornstarch  
3 Cold Water  
6 Oz. Sugar  
Combine Raspberries with Vinegar and Sugar over medium heat until mixture comes to a slow boil. Simmer over low heat for 15 minutes. Dissolve Cornstarch in cold water and add to Raspberry mixture. Continue cooking for 5 minutes and strain through cheesecloth or fine china cup.

#### MINTED FRESH MANGO

2 Ripe Mangos (large)  
3 Sprigs Fresh Mint  
2 Cups Riesling Wine  
¼ Cup Sugar  
Place Riesling, Mint and Sugar in saucepan. Bring to a boil. Remove from heat and cool. Peel and remove pit from Mangos. Place in bowl and toss with Minted Riesling.  
TO FINISH... Place sauce on base of serving plate. Arrange chicken breasts on top of sauce. Garnish with minted mango and a sprig of fresh mint!

*Chef Thomas Klauber*, Food and Beverage Director, was recently nominated to be included in the 1988 National Directory, "CHEFS IN AMERICA," which honors chefs and America's incredible culinary talents from over 50 major cities. Chef Frank Caldwell is to be equally congratulated for his own culinary genius, which we have enjoyed for several years.



Chef Klauber, a Graduate of The Culinary Institute of America, also has a Grand Diploma from Ecole de Cuisine La Varenne, Paris. From this training he worked at the Royal Sonesta, New Orleans; Patisserie Chatton, Paris; Ristorante La Loggia Florence; and Kasteel De Haar in Holland before assuming his position at The Colony in 1981.

## CAPERS UPDATE: HACKERS OPEN A SMASHING SUCCESS

In our next issue we'll cover all the exciting, fun and interesting things that took place at our recent Hackers Open Tournament.

Bud Collins in his usual way was the perfect Master of Ceremonies, and we'll try to fill you in on some of his antics—but you really had to be there!!!

## CURRENT EVENTS

Sarasota offers a variety of cultural attractions and the 1988 season promises to be outstanding. For theatre information, contact Concierge, Charles Renner. List below are just some of the events taking place this year.

### □ JANUARY:

- thru Jan. 10 Golden Apple Dinner Theater—"42nd Street"
- thru Jan. 30 FL Studio Theater—"Tom Foole"
- Jan. 4 & 5 Van Wezel—Up With People
- Jan. 6-24 Theaterworks—"Harvey"
- Jan. 7 Van Wezel—Gerry Vale/Guy Lombardo Orchestra
- Jan. 8-Apr. 10 Asolo Theater—"Philadelphia, Here I Come"
- Jan. 8 Van Wezel—Bobby Short
- Jan. 8-17 Players of Sarasota Theater—"Jesus Christ Superstar" (music)
- Jan. 9 Sarasota Opera—"Coppelia" (ballet)
- Jan. 11 Van Wezel—Itzak Perlman (violinist)
- Jan. 14 Van Wezel—Eric Hawkins Dance Company (Ballet and modern dance)
- Jan. 16 Van Wezel—"The Arkansas Bea"
- Jan. 16 Van Wezel—Florida West Coast Symphonie—Eugene Istomin (pianist)
- Jan. 19-20 Van Wezel—"I'm Not Rappaport" (comedy)
- Jan. 12-Feb. 7 Golden Apple Dinner Theater—"The Mikado" (Gilbert & Sullivan)
- Jan. 21 Van Wezel—Ballet Eddy Tousseau De Montreal (Canadian ballet)
- Jan. 23 Van Wezel—St. Louis Symphony
- Jan. 24 Van Wezel—Symphonic Concert Band
- Jan. 25 Van Wezel—Belgrade State Folk Ensemble (Yugoslav folk dance and choral music)
- Jan. 26 Van Wezel—Englebert Humperdinck (popular music)
- Jan. 28-31 New College—Smithsonian lecture series (7 lectures)
- Jan. 30 Van Wezel—Lee Greenwood (country music)
- Jan. 31 Van Wezel—Florida String Quartet

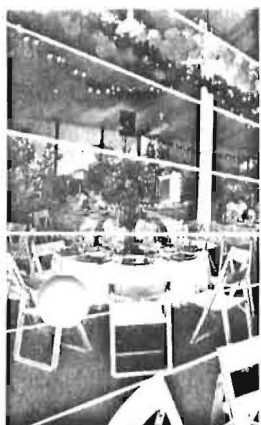
### □ FEBRUARY:

- Feb. 1 Van Wezel—"Funny Girl"
- Feb. 3 Van Wezel—St. Paul Chamber Orchestra
- Feb. 4 Van Wezel—Alexis Weissenberg
- Feb. 8-9 Van Wezel—Alvin Ailey American Dance Theater (American ballet)
- Feb. 10-28 Theaterworks—"Cole" (the music of Cole Porter)
- Feb. 14 Van Wezel—"The Duke's Men"
- Feb. 15 Van Wezel—Patti Page/Nelson Riddle Orchestra (40's music)
- Feb. 16-17 Van Wezel—"The King & I"
- Feb. 19-28 Players of Sarasota Theater—"The New Moon" (romantic musical)
- Feb. 20 Van Wezel—"Thimbelina" (life size puppets - children's theater)
- Feb. 18-Mar. 23 Florida Studio Theater—"No Way To Treat A Lady"
- Feb. 21 Van Wezel—"Kodo"
- Feb. 27 Van Wezel—Florida West Coast Symphony

# SUCCESSFUL MEETINGS



At The Colony, our facilities and services are aligned to keep your business glowing with productivity and shining with creative energy. All of our conference rooms have been completely redecorated to create a professional environment conducive to challenging work; and our planned health breaks, our exceptional food, the luxurious accommodations, and the relaxing benefits of our star resort are guaranteed to keep minds fresh and thoughts clear.



# FABULOUS DESTINATION

The Colony is an island resort that's easy to find. Less than a half-hour from Sarasota/Bradenton Airport or one hour from Tampa International with convenient limousine service from either airport. Internationally famous shopping is just minutes from The Colony on St. Armands Circle, and Sarasota is alive with rich nightlife, theatre and music.

The Colony offers Tennis, Sailing, Health Club, Massage, Fitness and Aerobic Center, and Golf on the many excellent nearby courses is easily arranged through our concierge.

When you plan your meeting at The Colony you combine business and pleasure.

From small meetings to major conferences our variety of business accommodations will suit your every need.

Even our beautifully decorated apartments complete with one or two bedrooms; living room and dining areas;

European-style kitchens; marble master baths and sun balconies will add to the success of your meeting.

Comfort, luxury, attention to detail and our award winning Restaurant makes The Colony a premier meeting site.



## bits & pieces CORPORATE NEWS

The Florida State sales tax on service now a legislative and political mistake the past. It took a while for this unpopular tax to be repealed, but the legislature finally succumbed to lobbyists, corporate pressures and the public in general. In place will be the sales tax increase from 6% by the end of the first quarter 1988, an equitable solution to the age problem of how and from whom do we the money to run our governments.

### OUR CHIEF IS APPRECIATED

The Board of Directors of the Longboat Key Recreation Center expressed their appreciation to Dr. Murray Klauber in a recent letter to the *Longboat Observer*. A gracious memorandum Sandy Rien, President of the recreation center, thanked "Murf" for his efforts on behalf of the center and the citizens of Longboat Key. We thank you, too, Murf, for trying to make life a little bit better for everyone in our community.

### CHARLES RENNER MAKES USA TODAY!



November 25, 1987, an article appeared in *USA TODAY* about what a concierge does, and our Concierge, Charles Renner was mentioned. A concierge knows everything about his locale, what's going on and how to take care of a guest's every request. "Doing the unusual, whether it has been planned for weeks or it's a last minute task," says Charles, "is just part of the job. A job that he has been handling for the past five years in his usual but unflappable style."

*The Colony Beach Resort*  
on Longboat Key

1620 GULF OF MEXICO DRIVE  
LONGBOAT KEY, SARASOTA, FLORIDA 342

CALL YOUR TRAVEL AGENT OR CALL  
(USA) 800-237-9443; (FL) 800-282-1138  
CANADA CALL COLLECT (813) 383-6464



# *The Colony*

## *Beach & Tennis Resort on Longboat Key, Florida*

1620 Gulf of Mexico Drive  
Longboat Key, Florida 34228

The Colony on Longboat Key is an island resort that's easy to find. If you're driving, Sarasota is easily reached from either I-75 or US 41.

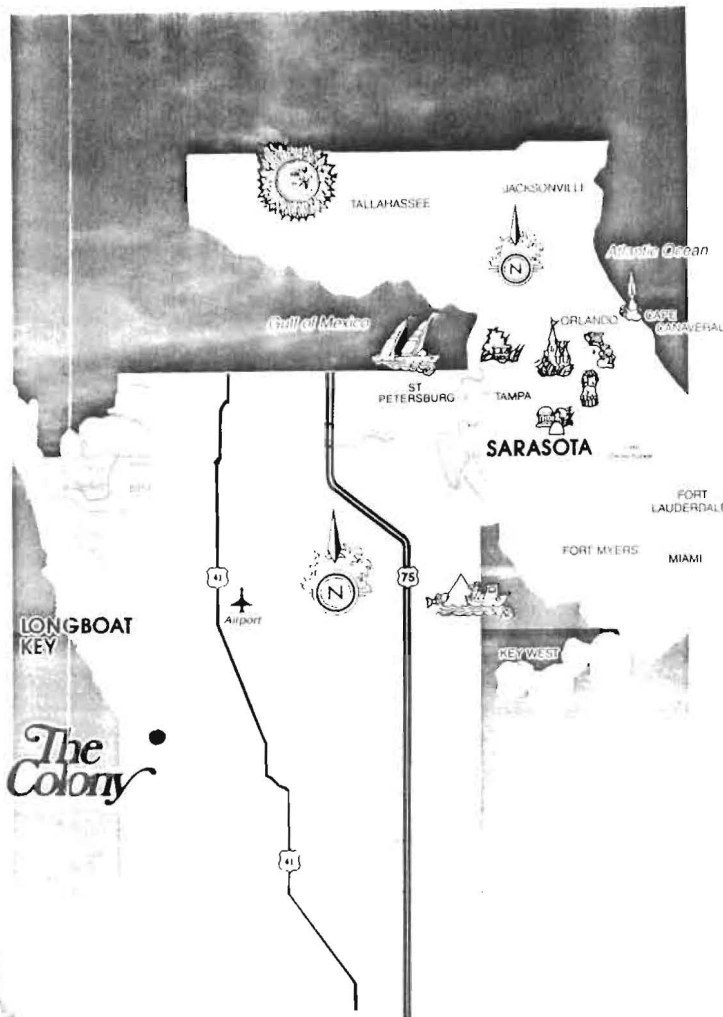
If you're flying, The Colony is just 9 miles from the Sarasota/Bradenton Airport, 72 miles from the Tampa International Airport and 78 miles from the

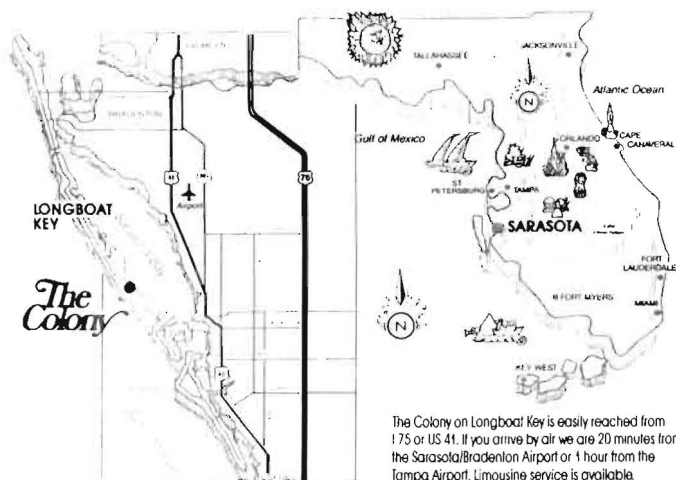
Fort Myers Southwest International Airport. Limousine service to The Colony is available from any of these convenient airports. Contact your travel agent or call 941-383-6464 or 800-4-COLONY.

FAX 941-383-7549.

Internet: <http://www.colonybeachresort.com>  
E mail: [colonyfl@ix.netcom.com](mailto:colonyfl@ix.netcom.com)

A member of The Sterling Hotel  
Group/World Wide CRS Access: WR





### General Information

- Deposit; one night.
- Children to age 17 sharing same room with adults stay free.
- Package features additional
- No refunds on unused features of the package.
- **Check-in time - 4:00 p.m., Check-out time - 11:00 a.m.**
- Rates subject to 7% Florida Sales Tax. 2% Resort Tax (Accommodations only).
- Deposit refunded if cancellation occurs 15 days prior to arrival date.
- Packages subject to availability, holidays excluded.
- Major credit cards required for identification.
- Advance reservations are important. Please give us specific arrival and departure days and dates.
- Dining room reservations are required. Formal dining room, jackets required/"no socks."
- Pets are not allowed; kennel facilities nearby.

**Budget Rent A Car.** The official rental car company for The Colony has very special rates for our guests on a Colony package. These rates include unlimited free mileage. And, you can pick up your car either at The Colony or at the Sarasota-Bradenton Airport. To reserve your Budget car just call this special toll-free reservation number and tell them you are on a Colony package: 1-800-772-3773.

**The Colony** 813-383-6464

*Beach & Tennis Resort*

1620 Gulf of Mexico Drive, Longboat Key, Florida 34228

Reservations: (800) 237-9443, (800) 282-1138 in Florida

Fax (813) 383-7549

*Rates subject to change without notice.*

Your Travel Agent

# The Colony

*Beach & Tennis Resort  
on Longboat Key, Florida*

*1990 Summer, Fall Vacation Package*



*Come... be yourself.*

*Effective June 1, 1990 through December 22, 1990*

## *The Colony, not just a place to stay but a place to be... yourself.*

The Colony is a beach and tennis resort that is casual elegance at its best. Set amid powdery white sand beaches and turquoise waters, it is the place to be as active or as relaxed as you choose. Our one or two-bedroom suites are air-conditioned and feature private sun balconies, cable TV, whirlpool bath and steam showers, and modern, fully-equipped kitchens. You can call in advance and we will stock your kitchen, before you arrive, with all your favorite items. Or you might prefer dining at our award-winning Colony Restaurant overlooking the Gulf of Mexico. We also have Tastebuds, a gourmet deli and other casual eateries, for your convenience.

Tennis at The Colony is as casual or high-powered as you want it to be. We have 12 USPTA tennis professionals with a completely new instructional and diagnostic program for all ages and abilities. We offer 21 complimentary courts (10 soft) and a guaranteed match-making system that ensures perfect game levels for you and your family. There's also a complimentary state-of-the-art fitness center and health spas.

The Colony's complimentary "Kidding Around" program entertains children, every day from 9am to 4pm, with exciting fun filled games and activities so they will have as good a time as you.

These Colony Packages are designed to turn the vacation you imagine into the vacation you take. And, you can really be... *yourself*.

### **Package Bonus Extras**

These are the bonus activity certificates referred to in the packages on the following pages. Each bonus coupon entitles you to a variety of activities from which you may choose your favorite.

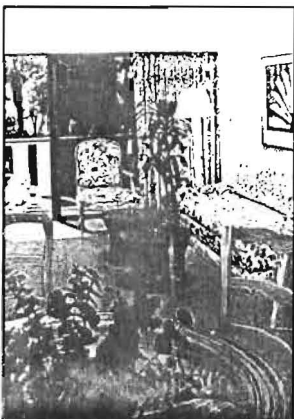
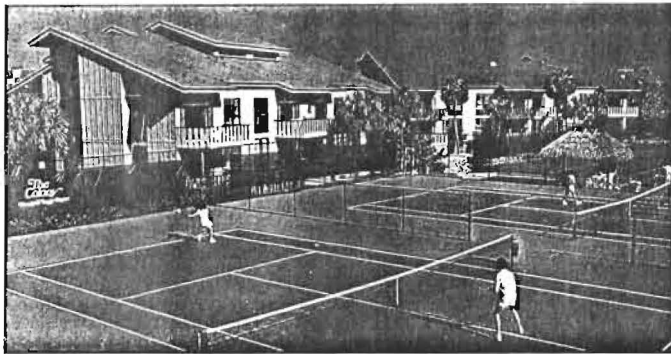
#### **Fitness Bonus Certificate**

- 1 fitness assessment
- 1 on 1 fitness workout
- 1 tennis clinic
- 1 hour tennis lesson
- 1 hour massage

#### **Fun Bonus Certificate**

- daily fitness class
- 1 body composition analysis
- ½ hour use of aqua cycle
- 1 hour use of surf kayak
- 3 hour use of bicycle





## WHERE

- ☐ Located directly on the Gulf of Mexico against a natural backdrop of lush tropical landscaping and white sand beaches.
- ☐ Only 15 to 20 minutes from the Sarasota/Bradenton Airport and just a scenic one-hour drive from Tampa International Airport.

## WHAT

- ☐ A private island resort . . . an intentionally different retreat with an ambiance of casual sophistication and barefoot elegance.
- ☐ 235 spaciouly comfortable suites, each with a luxurious master bath that includes a steam shower and whirlpool spa.
- ☐ 25 VIP Executive Suites in the Clubhouse or on the beach, each with a spectacular view of the surrounding land- and seascape.

## SPECIALTIES

- ☐ Meetings of up to 250 people.
- ☐ Focus on service.
- ☐ Professional conference services staff.
- ☐ Capability to handle large incentive groups.
- ☐ Traditional, well-equipped meeting and banquet rooms.
- ☐ Variety of outdoor function areas for use in imaginative theme parties and barbecues.

## ACTIVITIES

- ☐ A full array of "something for everyone" options.
- ☐ Complimentary tennis on any of 21 courts (10 of which are soft courts).
- ☐ Beach Olympics.
- ☐ Swimming, sailing and windsurfing in the Gulf.
- ☐ An Aerobic Center and complimentary Fitness Center and Health Club.
- ☐ Access to several area championship golf courses.

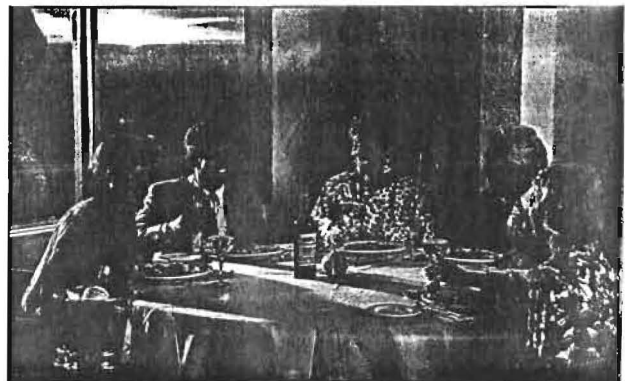
## DINING

- ☐ Extraordinary culinary experiences.
- ☐ Creative, award-winning menus.
- ☐ One main kitchen that provides the same high quality dining for conference functions as for our social guests.

## WHY

- ☐ Our exceptional setting and our commitment to your desired goals provide for the successful conduct of your business, many memorable moments and meetings that are . . . intentionally different!

Direct inquiries to Group Sales at 813-383-5581; The Colony Beach & Tennis Resort, 1620 Gulf of Mexico Drive, Longboat Key, Florida 34228; FAX: 813-383-6464, ext. 2760.



*Intentionally*<sup>TM</sup>  
**The Colony**  
Beach & Tennis Resort  
On Longboat Key





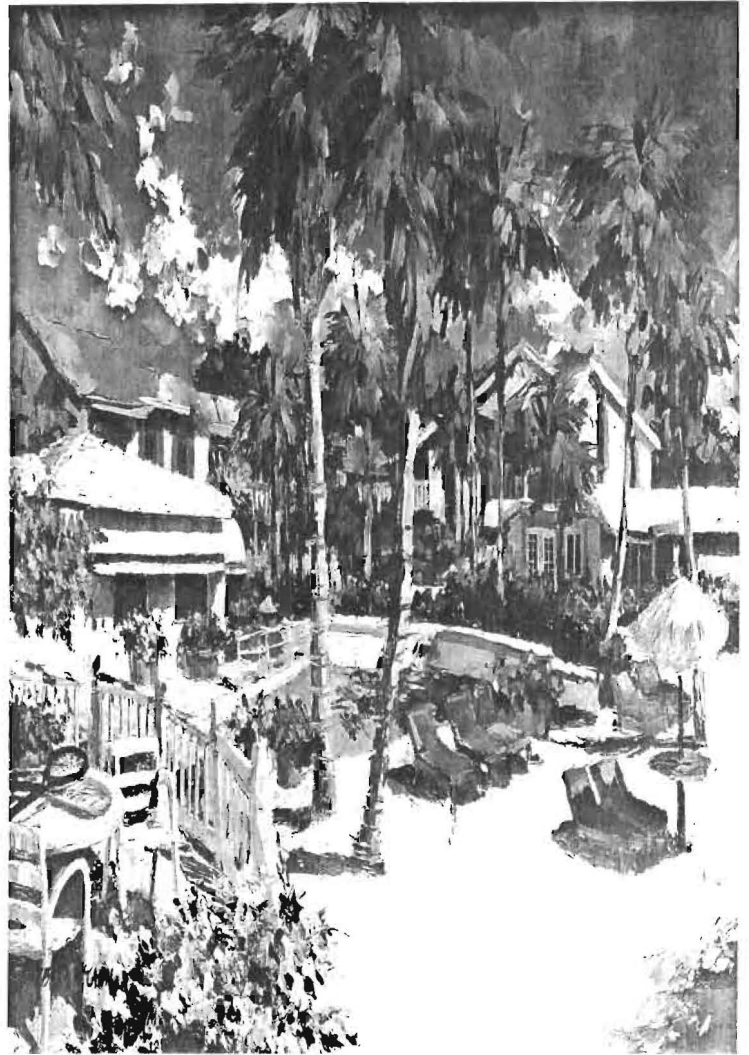
A host of offerings and services are always available at The Colony. Our spectacular waterfront setting gives shopping and dining here an ambiance all its own. For breakfast, brunch, lunch and dinner, The Colony's restaurants continue their tradition of superb cuisine and service in their newly designed quarters. We are pleased to welcome your use of the following sport services and health and beauty amenities by appointment.

We are pleased to offer a variety of fitness training, evaluation programs and aerobics classes in our state-of-the-art fitness center. A team of experienced, certified personal trainers are here daily. They are prepared to offer you a program specifically designed for your needs. Please call Extension 2410 to make an appointment.

Private tennis lessons can be scheduled with one of our highly experienced professionals at your convenience throughout the day. To set up a personal session please call The Tennis Desk, Extension 2312.

Massages, body wraps and skin treatments for both women and men may be scheduled by calling our women's and men's Spas. To learn details concerning those services offered or to make an appointment please call Extension 2752.

1620 GULF OF MEXICO DRIVE, LONGBOAT KEY, FLORIDA  
941 383-6464



DINE AND  
SHOP AT  
THE COLONY  
BEACH & TENNIS  
RESORT  
ON LONGBOAT KEY  
FLORIDA

### The Colony Dining Room

Experience award-winning cuisine  
enhanced by Sarasota's finest wine list.  
Lunch or dine in elegance  
at the edge of the Gulf.  
Reservations recommended.  
383-6464 Ext. 2200.

### The Colony Bistro

A perfect family dining spot.  
American and ethnic favorites  
in a casual setting from 5:30 to 10pm.  
For a spot on our Preferred Wait List,  
call after 5pm. on the day  
you wish to dine. 383-6464, Ext. 2200.

Enjoy a barefoot lunch poolside.  
Light salads, sandwiches and  
cool tropical drinks await you.  
No reservations necessary.

### Sunday Brunch at The Colony

The Best Brunch in town,  
we're sure you'll agree.  
From 10am to 2pm.  
Reservations are recommended.  
383-6464, Ext. 2200.

### The Colony Lounge

Enjoy your favorite cocktails with  
nightly entertainment.  
Light menu served from 2:30 to 5:30pm.

### Colony Catering

Ensures a successful event.  
For parties of 5 to 500  
we can accommodate your needs.  
383-6464, Ext. 2902.

A fashion boutique featuring men's and  
women's resortwear, gifts and collectibles.  
Open daily 9am to 6pm (including Sunday)  
Full alteration services available.  
383-6464 Ext. 2313

### The Colony Tennis Shop

For a new racquet, tennis balls  
or Sarasota's most sophisticated selection  
of golf and tennis attire. Also tennis  
equipment, fitness wear, logo merchandise  
and much more.  
Open daily 8am to 6pm 383-6464, Ext. 2314

### The Colony Flower Shop

Daisies, roses, whatever you fancy,  
we can put together beautiful bouquets  
or arrangements. A full-service florist  
open Monday to Saturday, 8am-4:30pm.  
383-6464, Ext. 2809

Over-stuffed sandwiches, gourmet pizza,  
groceries, liquor and wine selections  
from our award-winning Colony Restaurant wine list.  
Open Sun.-Thurs. 7am-9pm. Fri. and Sat. till 10pm.  
383-6464, Ext. 2755.

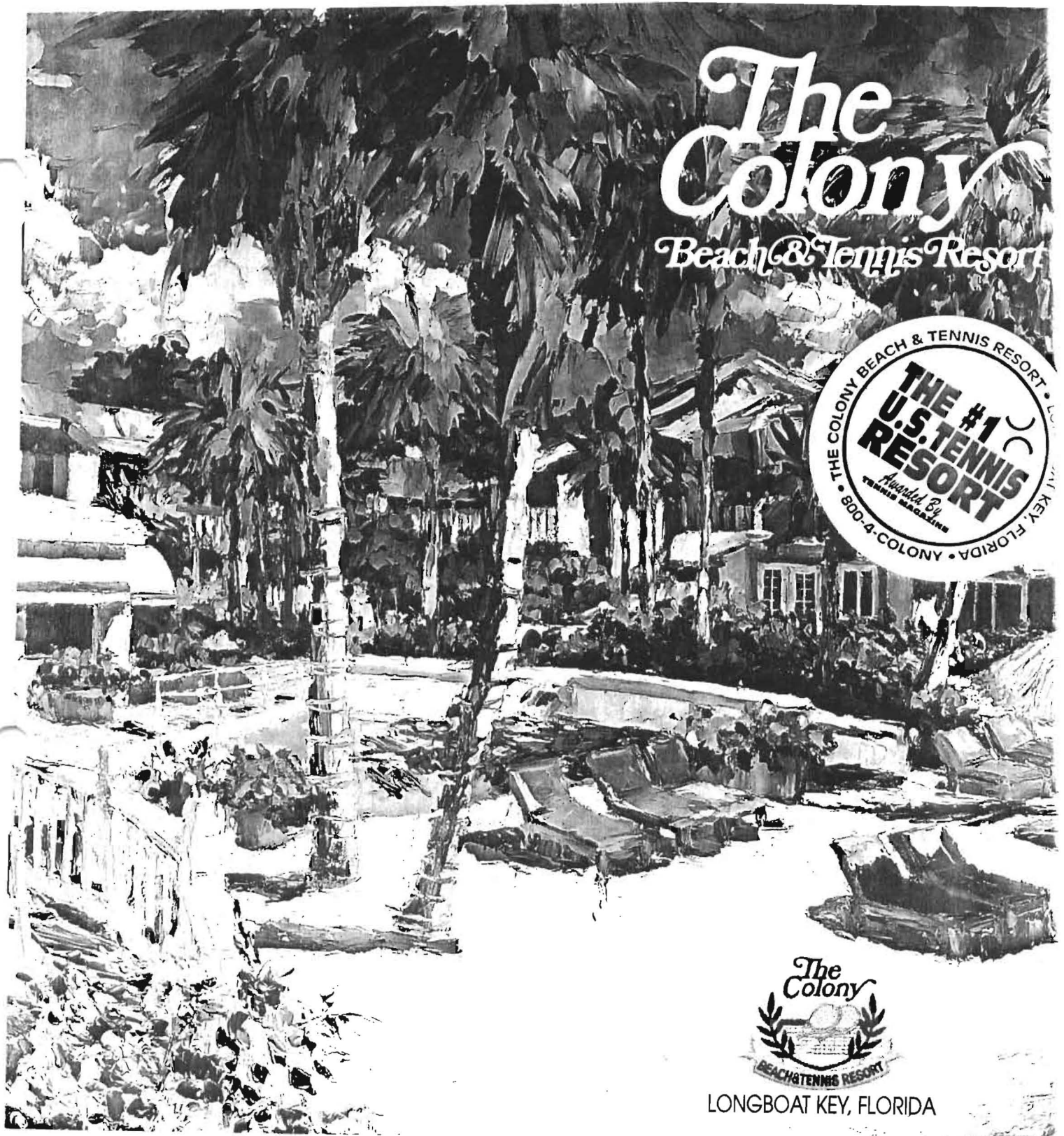
### The Patio Shop

Suntanning products and other sundries.  
383-6464, Ext. 2758.

### BEACH & TENNIS RESORT

1620 GULF OF MEXICO DRIVE  
LONGBOAT KEY, FLORIDA 34228-3499  
941-383-6464 or 800-4-COLONY  
<http://www.colonybeachresort.com>





# The Colony

Beach & Tennis Resort



LONGBOAT KEY, FLORIDA

Copy of Colony  
marketing Brochure

\* See Last Page



## Welcome

In everyone's life... There should be a place you can go to escape... a place where you can indulge in a myriad of pleasures and leave your cares behind.

The Colony Beach & Tennis Resort is such a place. A pampered, friendly and relaxed lifestyle that has made The Colony famous with miles of white sand beach, the warm tropical sun, and the azure waters of the Gulf of Mexico. And, with so many complimentary features...

Tennis on 21 courts (10 are soft), Round Robins & Match Making, State-Of-The-Art-Fitness Center, Health Spas with Whirlpool, Sauna & Steam; Year-round Supervised Children's Program for ages 3-11, Tiny Tot Tennis - Ages 6 & under, Chaise Lounges & Towels, Beachside Freshwater Swimming Pool.

You'll live in spacious and elegant suites, enjoy award-winning dining and experience fine shopping and nearby cultural activities. When you leave you will take special memories with you, and you will never forget... The Colony.



## Luxury

Fresh flowers and tropical plants welcome you to an elegant suite, beautifully decorated with lovely furnishings and fabrics. Each has a living room; dining area; one or two private bedrooms; a European-style kitchen including a dishwasher and refrigerator with ice maker and microwave; marble master bath with its own mini spa of whirlpool bath and steam shower; separate mirrored dressing area with hair dryer and an exclusively designed array of bath amenities; color T.V.; in-room safe; sun balcony; and daily maid service.

Our private beach houses, located directly on the beach, feature two and three bedrooms. Our elegant Lanais and Clubhouse Suites are reserved exclusively for adults to enjoy. All special suites include daily maid and turn-down service.

Experience the difference at The Colony.  
Extraordinary elegance and luxury for an unequalled vacation.





## Tennis

Tennis at The Colony is always complimentary on all of our 21 championship courts, including ten soft courts. Our tennis host will schedule games, set-up matches and even find a partner at your level of play.

Whether you're a beginner or tournament player, we have tennis programs for all ages, ability levels and desires. Tennis at The Colony is as casual or high-powered as you want it to be.

Our Team of Teaching Professionals make instruction both meaningful and fun in private lessons, fast-paced clinics, training programs for advanced juniors and more. We offer a complimentary Tiny Tots Program for children under 6 years of age, introducing them to tennis in an enjoyable way.

And, tennis enthusiasts are sure to find just the right equipment in The Colony Tennis Shop. Bright and lively sportswear, a variety of tennis clothing, aerobic outfits and accessories are also featured.



## Dining

The award-winning Colony Dining Room, overlooking the Gulf of Mexico, is a gourmet's delight, offering guests an original and lavish menu. Our extensive wine cellar has received national and international praise. Fine wines and sparkling champagnes are also served by the glass.

Celebrate special occasions in a lovely private dining room for up to twenty people. For more casual dining, The Bistro and outdoors at The Patio and Bar offer a menu of traditional American and regional favorites. Guests will also enjoy The Colony Lounge piano bar.

Our mini-grocery market, Tastebuds, offers everything to stock your vacation refrigerator from milk and bread, wine and liquor, to a variety of delicious entrees, sandwiches, salads and pates prepared by The Colony Restaurant. For your added convenience, we can have these items delivered to your suite just prior to your arrival.



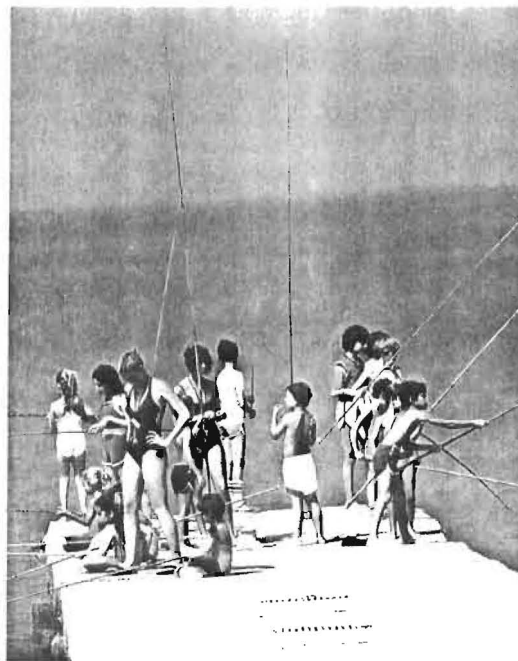
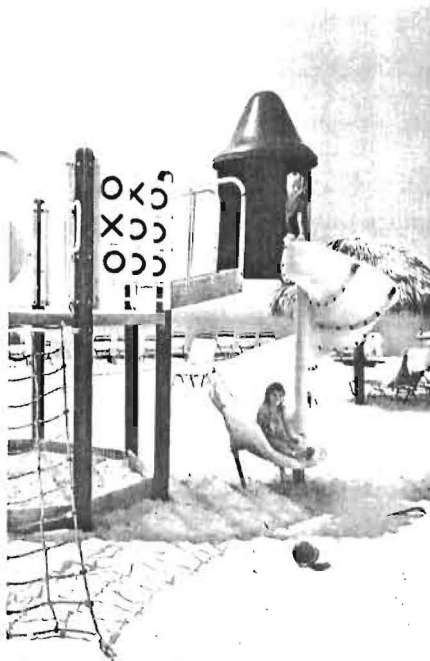


## Kidding Around

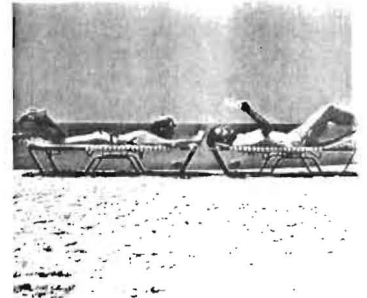
Kidding Around is a complimentary daily program of fun-filled activities designed especially for children ages 3-11. From 9 a.m. to 4 p.m., with a break for lunch, your kids will have a great time. From organized beach games, swimming, fishing and shelling to creative art projects, tennis instruction, and a jungle gym on the beach, they'll enjoy the entire day!

Each morning children can look forward to a new and different program of fun while making friends, learning about the wonders of the Gulf of Mexico and developing talents and interests that will grow as they do.

Best of all, they'll cherish lasting memories of a wonderful family vacation at the beach.







## Fashion

If shopping is your pleasure, discover Le Tennique, the area's finest showplace of designer fashions for men and women. Distinctive gifts, fine artwork and antiques are mingled throughout this exquisite boutique.



# Aerobics & Fitness Sun & Fun

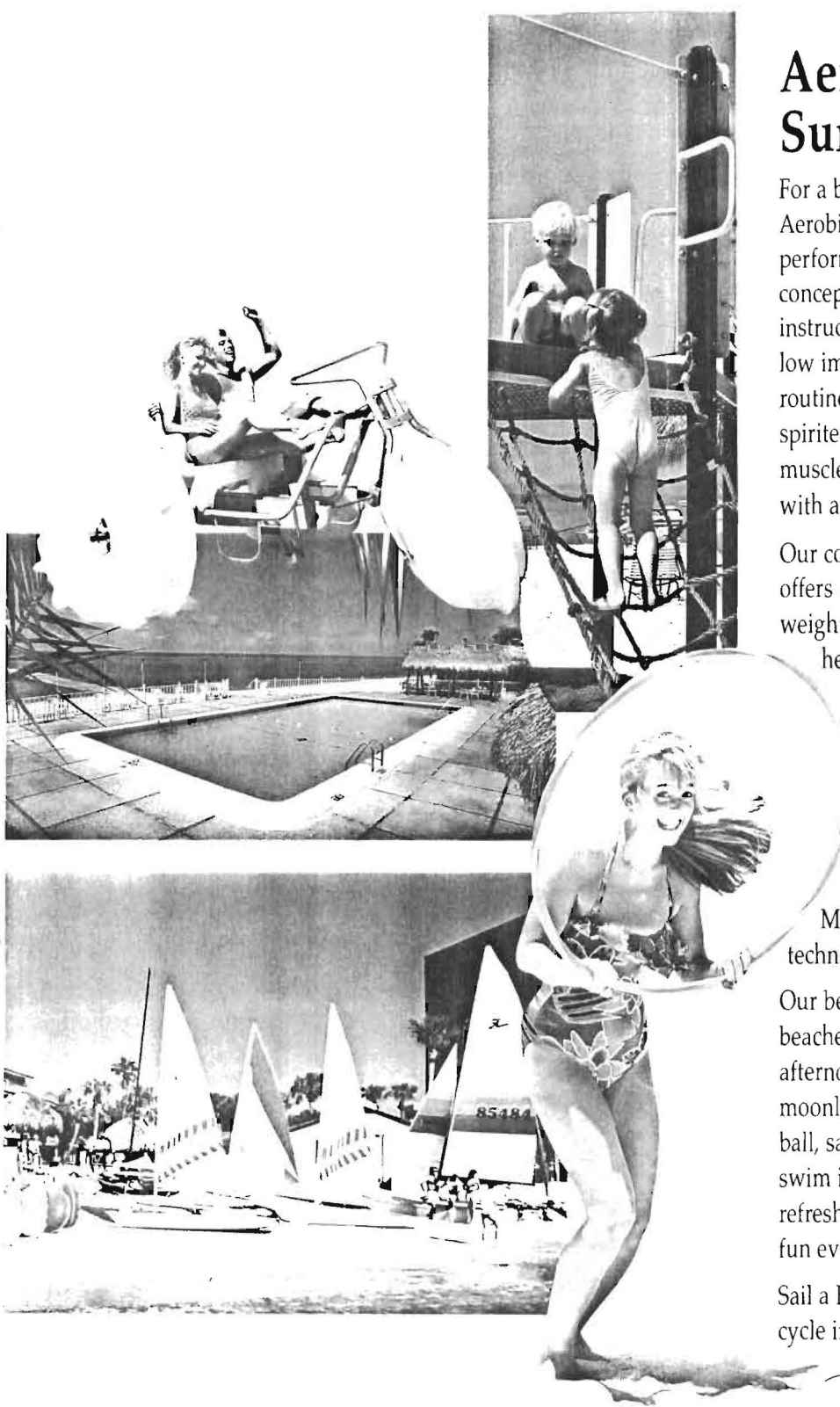
For a burst of fitness energy and enthusiasm, The Aerobic Center offers daily classes in shape-up and performance training. Our unique team-teaching concept, developed at The Colony, features two instructors to follow, giving you a choice of doing low impact or high level aerobics. Our original routines begin with a warm-up, move into a high-spirited cardiovascular segment, continue with muscle toning and strengthening, and conclude with a relaxing cool down.

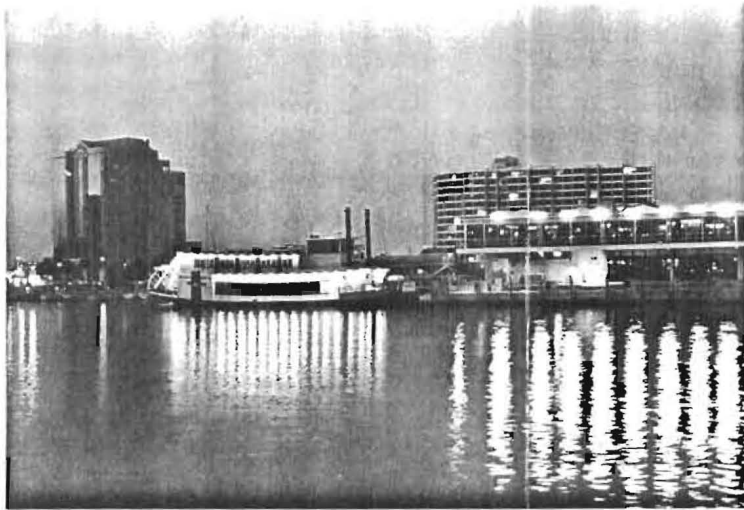
Our complimentary state-of-the-art Fitness Center offers a variety of work-out equipment and free weights. Plus, our staff of certified instructors will help you develop a personalized, physiologically sound training program for optimum use of our specialized equipment.

Discover luxurious relaxation in our complimentary Health Spas for men and women, complete with steam, sauna and whirlpool. Treat yourself to a fabulous Massage or discover the benefits of Bodywork techniques, available by appointment.

Our beach is recognized as one of the most beautiful beaches in the world for an early morning stroll, an afternoon of sunning and swimming or a romantic moonlit walk. It's the perfect playground for volleyball, sandcastles or collecting a treasure of shells. A swim in our beachside heated pool is always refreshing and our Activities Director always has fun events planned throughout your stay.

Sail a Hobie Cat, learn to windsurf or ride an aqua cycle in the quiet surf, all available at our Watersports Center.

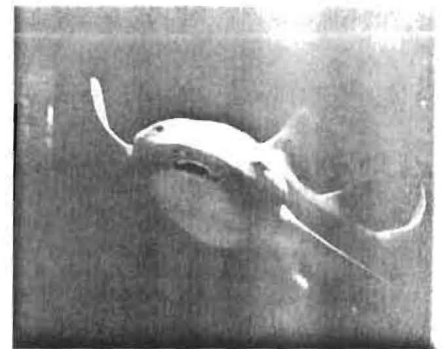




## Area Attractions

Sarasota is noted for being the cultural center of Florida with its theaters, music, fine art galleries and tropical gardens. The famous Ringling Museum houses one of the world's leading collections of Baroque art and features changing exhibitions along with whimsical circus displays. Just minutes from The Colony, St. Armands Circle offers elegant boutiques and exciting nightlife. Nearby Mote Marine Aquarium offers an exciting glimpse of life in the seas. Our Concierge will assist you with more information about the area, along with scheduling golf tee times and deep sea fishing charters.

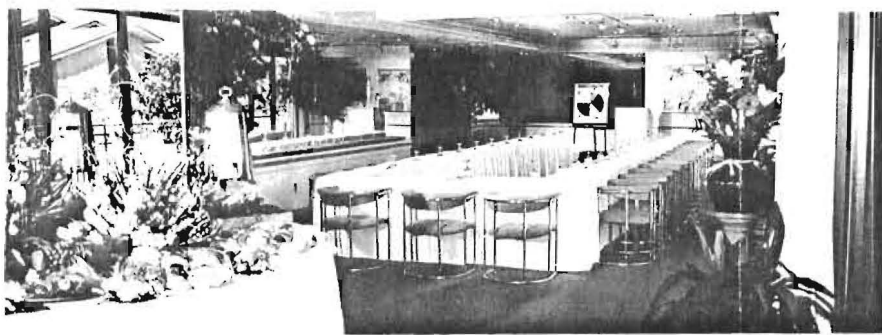
Tampa's Busch Gardens and Adventure Island and Orlando's Sea World, Disney World, Epcot Center, and Cypress Gardens are day trips we'd be happy to arrange.





## Meetings

It would be our pleasure to host your next corporate meeting. The Colony offers the finest facilities; a friendly, flexible, professional Conference Staff, and does so in an extraordinary atmosphere. From small meetings of 10, to major conferences of 250 people, our variety of accommodations will suit your every need. Our Complimentary Fitness Breaks feature a few minutes of exercise and motivation, serving as an invigorating and fun Colony way of making your meeting more successful. And while not in session, your group can enjoy the fabulous recreation available at The Colony — from tennis tournaments and nearby golf to The Colony's complimentary "Games on the Beach." All guests can indulge in the superb food and wine specialties that have made The Colony famous as a premier meeting site.



# *The Colony*

## *Beach & Tennis Resort on Longboat Key, Florida*

1620 Gulf of Mexico Drive  
Longboat Key, Florida 34228

The Colony on Longboat Key is an island resort that's easy to find. If you're driving, Sarasota is easily reached from either I-75 or US 41.

If you're flying, The Colony is just 9 miles from the Sarasota/Bradenton Airport, 72 miles from the Tampa International Airport and 78 miles from the

Fort Myers Southwest International Airport. Limousine service to The Colony is available from any of these convenient airports. Contact your travel agent or call 941-383-6464 or 800-4-COLONY.

FAX 941-383-7549.

Internet: <http://www.colonybeachresort.com>  
E mail: [colonyfl@ix.netcom.com](mailto:colonyfl@ix.netcom.com)

A member of The Sterling Hotel  
Group/World Wide CRS Access: WR





# Two old grand hotels check in with new faces

By Marco R. della Cava  
USA TODAY

Here's a new twist: If it ain't broke, fix it anyway.

That's the route two of the world's celebrated pre-World War II hotels have taken, spending months and millions refurbishing just in time to nab fall travelers.

New York's Paramount hotel, now open, and London's Dorchester, re-opening early November, are renowned retreats for the rich and famous. The two embarked on similar renovation missions with different results.

While the Paramount — taking an affordable, spartan approach to class — got a complete face lift, the "Dorch" — long regaled by kings and queens — hopes its visitors don't notice the changes.

A closer peek at both:

► **The Paramount.** 46th and Broadway, New York; 610 rooms, from \$90 to \$170. First opened: 1927. Renovation cost: \$33 million.

Two names are behind the Paramount's bold refurbishing effort — Ian Schrager and Philippe Starck.

Schrager, who with the late Steve Rubell created the Studio 54 discotheque in the 1970s, wanted the Paramount to redefine luxury. Less is more reigned, with the "less" (the basics, from mattresses to linens to coffee) being of the finest quality.

"I don't think modern people care if their coffee is served in fine bone china," Schrager says. "They care if the coffee's on time and good."

To make sure the lobby — "designed for social activity in the European tradition," says Schrager — and the rooms were suitably unique, French interior designer Starck was called in. The results include conical steel bathroom sinks and Venetian plasterwork.

"We want our hotel to be more than a place to sleep," Schrager says. "We want it to be like a cruise, where all your entertainment is found here."

The entrepreneur says the hotel industry has a cookie-cutter mentality, where one hotel cannot be distinguished from the other. He says Paramount guests will remember where they've been.

"With the design, we questioned everything and purposefully tried to break rules. There's nothing retro about it. It's modern and original."

"Like Studio 54, this is an idea whose time has come."

► **The Dorchester.** On Park Lane in London's Mayfair District; 250 rooms, from £180 to £1,000 (about \$360 to \$2,000). First opened: 1931.

## Catch some fall weekend specials

In time for fall: a handful of weekend hotel packages with a twist.

► **Philadelphia.** Great art is part of the package at the Hotel Atop the Bellevue while the Renoir exhibit is at the Philadelphia Museum of Art, Sept. 9-Nov. 25. Cost: \$79 per person, double occupancy, a night. Call 800-222-0939.

► **San Francisco.** The Stouffer, Stanford Court Hotels offers four-day/three-night cable car packages. Cost: \$549 per couple for cable car passes, breakfasts and champagne. Call 800-468-3571.

► **Lincolnwood, Ill.** Feast and be merry at the Hyatt Lincolnwood, 20 minutes from downtown Chicago, until Dec. 30. The one-night Royal Treatment package costs \$129 a couple, includes two tickets to King's Manor medieval dinner theater. Call 800-233-1234.

► **Longboat Key, Fla.** Dine on fine cuisine at the Colony Beach & Tennis Resort at the Stone Crab and Seafood Festival, Oct. 25-28, featuring chefs from across the USA. Cost: \$1,375 per couple for three nights. Call 800-237-9443 (in Florida, 800-282-1138).

— Darcy Reid Trick

Renovation cost: \$115 million.

With some guests spanning three generations, the aim of Dorchester general manager Ricci Obertelli was to renovate the historic hotel without causing regulars to exclaim, "Oh my! It's changed."

"We wanted to get the hotel into the 21st century without altering it," says Obertelli. Translation: installation of new air conditioning, plumbing, bathroom fixtures, electrical system and elevators.

"We've also added a computer system, not to reduce staff but to allow them more time with guests," he says. That's some pampering, considering the present staff-to-guest ratio is almost 3-1.

"We like to think we have an elegance that's comfortable and fashionable without being obtrusive," says Obertelli. "We didn't want to lose that and other original features that are dear to many."



# IT'S SENSATIONAL

## SENSATIONAL SUCCESS

Almost 60% of our guests repeat and more than 90% recommend us to their friends!

## SENSATIONAL INCENTIVES

With our all new Travel Agent's Reward Program *you* can stay a weekend as our guest for every six room nights\* you book! Plus, we'll credit you with an additional 5% of your total bookings which you can spend in our restaurants, our boutiques, for tennis lessons; whatever you choose during your stay with us. Commissions paid immediately upon client checkout.

## FIVE SENSATIONAL SUMMER PACKAGES

The Tennis/Fitness Vacation

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The Fun & Sun Vacation

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Special Summer Vacation Values

ALL DETAILED IN OUR NEW SUMMER PACKAGE BROCHURE • CALL TODAY FOR YOUR COPY



\*July through September bookings only.

**The Colony**  
*Beach & Tennis Resort*  
on Longboat Key, Florida 34228

Reservations: (800) 237-9443, (800) 282-1138 in Florida

# Money doesn't buy happiness. Unless you stay at the Colony.



- Book 3 nights and the 4th night is free in our casually elegant one or two bedroom suites
  - Complimentary tennis on 21 courts (10 are soft)
  - Complimentary health spas with whirlpool, sauna and steam
  - New state of the art fitness center
  - Award winning cuisine, right on the beach
- Call us about our great Summer Packages.

**For reservations call: 1-800-282-1138**

\*Through October 15, 1990

Ask For Irene

## *The Colony*

*Beach & Tennis Resort*

*1620 Gulf of Mexico Drive,*

*Longboat Key, Florida 34228*

1-813-383-6464

*July 4th Special: Fireworks, Barbeque & Fun on the Beach.*

# Longboat Key truly something special

## ● LONGBOAT KEY, From 1D

Longboat keys, just a drawbridge-drive away.

St. Armands equates with super shopping and great "eats." All-time favorites are The Columbia, a successor to a small, Tampa Cuban coffee shop founded in 1905 and noted for yummy Cuban and Spanish cuisine; and Cafe l'Europe, just as continental as you'd find on a grand tour.

From St. Armands, it's on to sun-kissed Longboat Key, a long, skinny barrier island located in both Sarasota and Manatee counties.

Here's where the secret comes in: Many Florida destinations offer cut-rate summer bargains for which winter visitors pay big money. The Colony Beach and Tennis Resort is one of the best bargains. The Colony is a family enterprise. Its 235 all-suite accommodations are owned and operated by the Klauber family.

For those who don't have a granny or nanny at home to mind the youngsters, the Colony's complimentary "Kidding Around" program is specially designed for those 4 to 12 years old. Parents can pursue their own activities from 9 a.m. to 4 p.m., confident that their children are safe and happy in the hands of the Colony staff. Swimming lessons, sand sculpting, crafts, rafting, shelling, movies, nature hikes, field trips and tennis fill their days. Is this kiddie heaven or what?

Meanwhile, Mom and Dad and other grownups can be found in the women's or men's health clubs, melting under the expertly soothing fingers of a masseur or masseuse and having a therapeutic body wrap and lounging around sauna and steam rooms. The actively health conscious have free use of weight training and cardiovascular equipment and can join a variety of aerobics, body toning and yoga classes, under the tutelage of the professional fitness center staff.

A focal point for many visiting the resort is complimentary tennis on 21 courts, 10 of which are newly patented, soft "Hydro Courts" watered from underground. Eight USPTA teaching professionals offer clinics, drills, matches and private lessons.

One can work up a hefty appetite with all this fun in the sun, so The Colony has a full range of dining experiences designed with hungry guests in mind. You may wish to breakfast in your suite, but the occasional treat of a proper cooked breakfast in The Colony Restaurant is certainly in order. Lunch

there, too, as well as at Bamboo's, a casual, poolside eatery serving sandwiches, fanciful salads, raw bar goodies and tropical cocktails.

There are also two evening choices: Windows, separated from the more formal dining room by an etched-glass partition, is great for after-tennis and family dinners with a down-home menu; and the widely acclaimed Colony Restaurant, winner of multiple awards. Chef Jean-Pierre Pellet is inspired by the shimmering Gulf in creating his Provencal offerings with a Florida accent, complemented by selections from the extensive wine list.

The young are not forgotten here either — there's a special "sticker menu" designed just for their dining pleasure, when parents eschew the available babysitters and decide to dine en famille.

Clearly, a holiday in the Sarasota area is a happening — possibly more exciting than sitting in a cottage on a Michigan lake, swatting mosquitos and dreaming of our incomparable Gulf coast. No wonder more and more seasonal residents extend their stays just a bit longer each year, finally discovering that our secret bargain summer is truly paradise.

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Movies	5
Elvis week	7

# TRAVEL

## and ENTERTAINMENT

SECTION

D

## Longboat Key just a draw-bridge away from mainland

### Colony offers slice of paradise

By SUZY DORR  
Travel Columnist

Oh, yes...summer can be a bummer, even in our slice of paradise. Chained to a desk, you can only dream of boating, beaching, golfing and tennis, except on weekends or after work, if you aren't rained in. The idle retired have returned to their other homes in cooler climes or taken off on expensive tours to exotic parts of the world.

But wait a minute. With imaginative planning, you can stretch those carefree days and your vacation dollars to include many nearby oases.

Amazingly, many Neapolitans haven't even explored Marco Island, let alone Everglades City, Sanibel/Captiva, Matlacha or Corkscrew Swamp Sanctuary, all worthy of a day's look see on weekends. Venturing further afield, many locations are only a two- or three-hour drive away. And there's always the "other" coast. But if you're partial to our Gulf shore, Sarasota is an excellent choice for a change of scene.

Tack on a vacation day or two to a normal weekend or select one of the

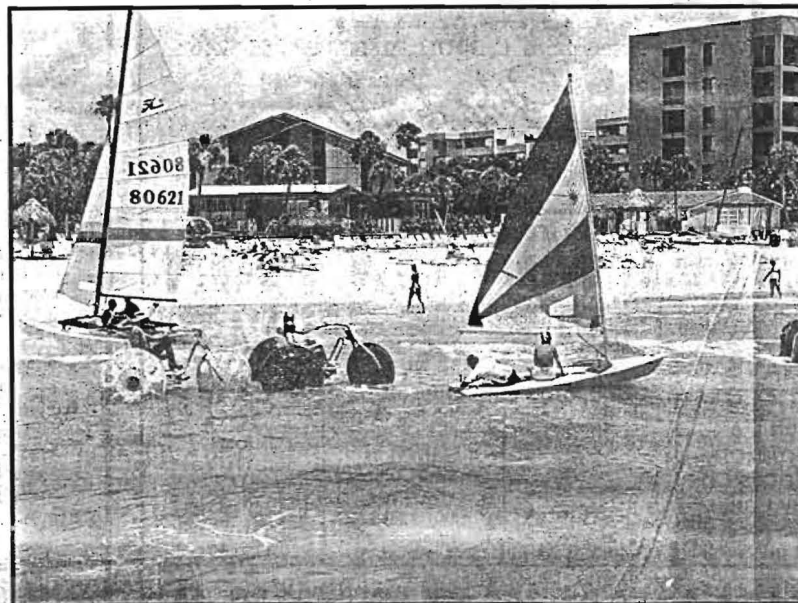
summer's long weekends and motor just an easy two hours up I-75 to visit our northern neighbor. The city, about three times larger than Naples, was home to the colorful John Ringling, famed for his lions and tigers and bears. He's still considered its most prominent benefactor and patron of the arts. You may visit his fabulous Italianate home, Ca 'D' Zan, the John and Mable Ringling Museum of Art, The Gallery of the Circus and the Asolo State Theatre, all on the estate grounds.

The Van Wezel Performing Arts Hall, a startling purple as stimulated by its benefactor's will, and a baker's dozen other theater venues attest to Sarasotans' love affair with the arts. Unfortunately, summer performances are limited.

The Marie Selby Botanical Garden is also a superior attraction if culture palls. Children and adults marvel at the Mote Marine Aquarium, with its shark tank and exhibits of fascinating marine life.

Perhaps even greater attractions than the city itself are its adjacent St. Armands and

● See LONGBOAT KEY, Page 2D



● The Colony Beach and Tennis Resort located on Longboat Key offers activities for both children and adults. (Photo courtesy of M. Silver Associates Inc.)



Article from  
Travel magazine



The  
Colony Restaurant  
Article printed  
in Trend Magazine  
1982





8

**AFFIDAVIT OF Michael A. Moulton ON BEHALF OF  
THE COLONY BEACH AND TENNIS RESORT**

**STATE OF FLORIDA  
PINELLAS COUNTY**

BEFORE ME, the undersigned, a notary public in and for the State of Florida at large, personally appeared Michael A. Moulton, who first being duly sworn upon oath, states as follows:

1. This affidavit is based upon my personal knowledge.
2. I have been employed at the Colony Beach & Tennis Club for the past ten years as the Executive Vice President.
3. In late 1988 or early 1989, I personally instructed our engineer to contact Florida Power & Light for the purpose of discussing the possibility of reducing electric costs at the resort. He kept me informed of his talks.
4. At that time we discussed with Florida Power and Light the possibility of consolidating the individual meters which were used on the 232 units at the resort.
5. Over approximately the next ninety (90) days, discussions continued with Florida Power and Light to determine the feasibility of converting the resort to master metering.
6. During such discussions, The Colony provided FP&L with a copy of the resort's occupational license from the City of Longboat Key confirming the resort was licensed as a hotel.
7. In addition, FP&L was provided ownership documents showing that no owner could occupy any unit rent free for more than thirty (30) days. This restriction on owners was in effect prior to discussions with FP&L and has continued in effect ever since that time.
8. At all times during the discussions with FP&L, and every year since the original request for master metering in 1988, The Colony operated as a hotel with full restaurant, convention, and catering facilities.
9. The Colony competes regularly for room night business with other hotels and motels in the area.
10. Florida Power & Light refusal to allow The Colony to convert to master metering was discriminatory in that other hotels and motels were paying the lower general service demand rate for electric.
11. Recently, FP&L revisited the issue of converting The Colony to master metering. Recognizing The Colony operates as a hotel, FP&L allowed the resort to convert to master metering.

THE COLONY BEACH & TENNIS RESORT

1620 GULF OF MEXICO DRIVE, LONGBOAT KEY, FLORIDA 34228-3499 ■ 941.383.5464 ■ 800.4 COLONY ■ FAX: 941.383.7549



12. The failure of FP&L to allow The Colony to convert to master metering was detrimental to the resort, in that we paid substantially more for electric that we would have paid had we properly been allowed to convert to master metering.
13. This affidavit is made in support of The Colony Beach and Tennis Club's request for a refund from FP&L.

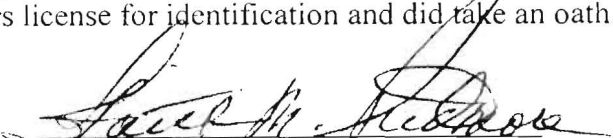
FURTHER AFFIANT SAYETH NOT

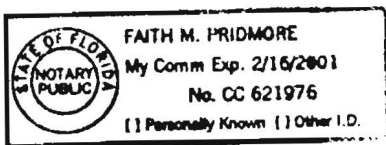
  
Michael A. Moulton

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February 1999, by Michael A. Moulton, who has produced drivers license for identification and did take an oath.

My Commission Expires:

2/16/01

  
Notary Public-State of Florida



THE COLONY BEACH & TENNIS RESORT

1620 GULF OF MEXICO DRIVE, LONGBOAT KEY, FLORIDA 34228-3499 / 941-383-6464 / 800-4-COLONY, FAX: 941-383-7549



**AFFIDAVIT OF JERRY SANGER ON BEHALF OF  
COLONY BEACH AND TENNIS RESORT**

STATE OF FLORIDA       }  
PINELLAS COUNTY       }

BEFORE ME, the undersigned, a notary public in and for the State of Florida at large, personally appeared JERRY R. SANGER, who first being duly sworn upon oath, states as follows:

1. This affidavit is based upon my personal knowledge.
2. I have been employed at the Colony Beach & Tennis Club for the past seventeen years. For the last fourteen years my title has been Director of Resort Maintenance.
3. In late 1988 or early 1989, I personally contacted Florida Power & Light for the purpose of discussing the possibility of reducing electric costs at the resort.
4. At that time I discussed with Florida Power and Light the possibility of consolidating the individual meters which were used on the 232 units at the resort.
5. I personally performed calculations to determine if in fact there would be savings from master metering the resort. Other than any rate savings which the resort might experience, I calculated savings of approximately \$1200 per month from a reduction of meters and corresponding reduction of customer charges.
6. Over approximately the next ninety (90) days, I continued discussions with Florida Power and Light to determine the feasibility of converting the resort to master metering.
7. During the discussions, at the request of FP&L, I furnished a copy of the resort's occupational license application showing the nature of our business as hotel, motel, tourism units, and rental apartments. See attached Exhibit "1"

8. In addition at the same time, I furnished FP&L with the appropriate ownership documents showing that no owner could occupy any unit rent free for more than thirty (30) days. See attached Exhibit "2".

9. At all times during the discussions with FP&L the Colony Beach and Tennis Resort was operating as a hotel with full restaurant, convention, and catering facilities.

10. Florida Power & Light refused to allow the Colony Resort to convert to master metering.

11. Recently, FP&L has revisited the issue of converting the Colony Resort to master metering. Recognizing the Resort operates as a hotel, see attached Exhibit "3", FP&L allowed the resort to convert to master metering.

12. The Colony Beach and Tennis Resort has operated in the same manner since the time I first spoke with FP&L about converting the resort to master metering, and should have been allowed to convert to master metering ten (10) years ago.

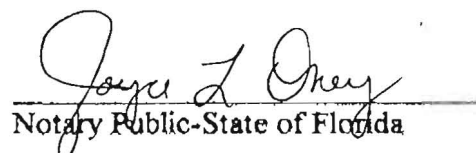
13. The failure of FP&L to allow the Colony to convert to master metering was detrimental to the resort, in that we paid substantially more for electric than we would have paid had we properly been allowed to convert to master metering.

14. This affidavit is made in support of the Colony Beach and Tennis Club's request for a refund from FP&L.

FURTHER AFFIANT SAYETH NOT

  
JERRY R. SANGER

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October 1998, by JERRY R. SANGER, who has produced drivers license for identification, and DID take an oath.

  
Notary Public-State of Florida

My Commission Expires:

