

The Landings
ref 846 95
Lemon Bay

February 14, 1995

Director, Division of Records and Reporting
101 East Gaines Street
Tallahassee, FL 32399-0850

**ORIGINAL
FILE COPY**

Re: Docket No. 941044-WS

Dear Sir or Madam:

At the request of Edith H. Xanders, Regulatory Analyst; the Landings on Lemon Bay POA is submitting three copies each of its Declaration of Condominium, Articles of Incorporation and By-Laws. These documents are submitted as proof of ownership of the waste water system for which we have requested non-profit exemption -- Docket No. 941044-WS.

The first page of the Declaration of Condominium speaks to the lands that have been submitted to Condominium, more particularly that which is described in Exhibit "A" (which is attached). The waste water system is on land described in Phase I which is a part of the total lands and associated improvements designated as Landings on Lemon Bay, a Condominium, under the ownership and jurisdiction of the Landings on Lemon Bay Property Owners Association.

The developer, Wyndward Pines, Inc., has not been involved in the Landings on Lemon Bay since December of 1988. At that point in time, the Landings on Lemon Bay POA assumed ownership and control of the described lands and improvements (the common elements). Proof of this transfer can be obtained through our attorney, Mr. Robert Moore, 227 Nokomis Avenue S., P.O. Box 1767, Venice, FL 34284-1767, Tel. 813-475-1571.

Water service is provided to the Landings on Lemon Bay by the Englewood Water District, Englewood, Florida.

Sincerely yours,

W.B. Cottingham

William B. Cottingham
President, LOLBPOA

WBC:ajb
Enclosures

DOCUMENT NUMBER-DATE

01924 FEB 20 95

FPSC-RECORDS/REPORTING

B. Association - LANDINGS ON LEMON BAY PROPERTY OWNERS ASSOCIATION, INC., and its successors, through which all of the unit owners act as a group and which is responsible for the operation of this condominium.

C. Board of Directors - the representative body responsible for the administration of the Association.

D. Common Elements - the portions of the condominium property not included in the units as defined in Fla. Statute 718.108, including:

- (.1) The land.
- (.2) All improvements and portion of improvements not included within a unit as hereinafter bounded.
- (.3) Easements.
- (.4) Installations for the furnishing of services to more than one unit or to common elements, such as electricity, gas, water and sewer.
- (.5) The tangible personal property required for the operation and maintenance of the condominium. Provided, however, that no reference to tangible personal property, contracts, leases or other things owned by the association as being condominium property or common elements shall be construed to give those terms the technical meanings set forth in the Condominium Act (Florida Statutes, Chapter 718). Such references mean that such items are owned by the Association, as an entity, on behalf of its members, and they may be purchased, sold, leased, replaced, contracted for and otherwise dealt with by the Association without the separate joinder of the unit owners or lienholders.

E. Common expenses - means and includes:

- (.1) Expenses of administration and expenses of maintenance, operation, repair or replacement of the common elements.
- (.2) Expenses agreed upon as common expenses by the Association.
- (.3) Any valid charge against the condominium property

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as a whole.

F. Common Surplus - means the excess of all receipts of the Association over the amount of the common expenses.

G. Condominium Documents - means the declaration and its exhibits, which set forth the nature of the property rights in the condominium and the covenants running with the land which govern these rights. All the condominium documents shall be subject to the provisions of the declaration. The exhibits annexed hereto as constituted and as the same may from time to time be amended are:

5 THE SURVEYORS PLANS which are recorded in Condominium Book 37A-11, Page 37A-11, Public Records of Charlotte County, Florida, a copy of which is attached hereto as Exhibit "A".

Exhibit "B" THE ARTICLES OF INCORPORATION OF LANDINGS ON LEMON BAY PROPERTY OWNERS ASSOCIATION, INC.

Exhibit "C" THE BYLAWS OF LANDINGS ON LEMON BAY PROPERTY OWNERS ASSOCIATION, INC.

Exhibit "D" THE RULES AND REGULATIONS OF LANDINGS ON LEMON BAY PROPERTY OWNERS ASSOCIATION, INC.

H. Condominium Parcel - means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

I. Developer - means WYNDWARD PINES, INC., a Florida corporation, as fee simple owner.

J. Limited Common Elements - means and includes those common elements which are reserved for the use of a particular unit or units to the exclusion of other units.

K. Majority - means 51% or more of the votes assigned in the condominium documents to the unit owners for voting purposes. Reference to other percentages of unit owners shall mean the stated percentage of such votes.

L. Person - means an individual, corporation, trustee, or other legal entity capable of holding title to real property.

M. Singular, Plural, Gender - whenever the context so permits the use of the plural shall include the singular, the singular the plural and use of any gender shall be deemed to include all genders.

N. Unit - a part of the condominium property which is

subject to private ownership, together with the appurtenances passing with it, including an undivided share in the common elements. It also may be referred to herein as apartment.

O. Unit Number - the letter, number or combination thereof which is designated in a condominium deed as the identification of a unit.

P. Unit Owner - means the owner of a condominium parcel (unit).

6. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

A. Real Property - each unit, together with space within it, together with all appurtenances thereto, for all purposes shall constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this declaration.

B. Boundaries - each unit shall be bounded as to both horizontal and vertical boundaries as shown on the surveyor plans, whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows and shall be determined in the following manner:

(.1) Horizontal Boundaries: The upper and lower boundaries of the unit shall be:

(i) Upper Boundary (all third floor units and unit 201, Building H) - the underside of the wood framing above and abutting the unit.

(ii) Upper Boundary (all first and second floor units except Building H, unit 201) - the underside of the concrete slab above and abutting the unit.

(iii) Lower Boundary (all units) - the upperside of the concrete slab below and abutting the units.

(.2) Vertical Boundaries: The vertical boundaries shall be:

(i) Exterior Boundaries - the interior surfaces of the perimeter walls of the building where there is attached to or in

existence as a part of the building a balcony, terrace, canopy or other attachment serving only the unit being bounded, in which event the boundaries shall be such as will include all such structures.

(ii) Interior Boundaries - where units shall abut a common or party wall, the unit boundary shall be the interior surface of such wall. Where units abut common element areas such as a central corridor or elevator shaft, the boundary shall be the interior of such unit boundary wall.

c. Interpretation - in interpreting deeds, mortgages and plans, the existing physical boundaries of the unit shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movement of the buildings and regardless of minor variances between boundaries shown on the plan or in the deed and those of the buildings.

D. Exclusive Use - Each unit owner shall have the exclusive use of his unit.

E. Appurtenances - The ownership of each unit shall include, and there shall pass as appurtenances thereto whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include but not be limited to:

(.1) Common Elements - the undivided one twelfth (1/12th) share in the land, other common elements and in the common surplus appurtenant to each unit.

(.2) Easements for the benefit of the unit.

(.3) Association membership and interest in funds and assets held by the association.

(.4) Provided, however, that such appurtenances shall be subject to the easement for the benefit of other units and the Association.

F. Easement To Air Space - The appurtenances shall include an exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as it may be

altered or reconstructed from time to time, which easements shall be terminated automatically in any air space which is vacated from time to time.

G. Cross Easements - The following easements from Developer and each unit owner to each other unit owner, to the Association and its employees, agents and hired contractors, to utility companies, unit owners' families in residence, guests, invitees and to governmental and emergency services are hereby granted and created:

(.1) Ingress and Egress - Easements over the common areas for ingress and egress, to units and public ways.

(.2) Maintenance, Repair and Replacement - Easements through the units and common elements for maintenance, repair and replacements. Such access is to be only by the Association and during reasonable hours except that access may be had at any time in case of emergency.

(.3) Utilities - Easements through the common areas and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other units and the common elements.

(.4) Emergency, Regulatory, law enforcement and other public services in the lawful performance of their duties upon the condominium property.

H. Maintenance - The responsibility for the maintenance of a unit shall be as follows:

(.1) By The Association - the Association or its management designee shall maintain, repair and replace at the Association's expense:

(i) All portions of the unit (except interior wall, floor and ceiling surfaces) which contribute to the support of the building including but not limited to the outside walls, windows, doors, screens, floor and roof.

(ii) Provided that if the maintenance, repair and replacement of any of the above shall be made necessary because of the negligence, act or omission of a unit owner, his family,

lessees, invitees and guests, the work shall be done by the Association at the expense of the unit owner; and the cost shall be secured as an assessment.

(iii) All incidental damage caused to a unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the association.

(iv) All conduits, ducts, plumbing, wiring and other facilities for the furnishing or utility services which are contained in the portions of the unit contributing to the support of the building or within the boundary walls.

(.2) By The Unit Owner - The responsibility of the unit owners shall be as follows:

(i) To maintain, repair and replace at his expense, all portions of the unit except the portions maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of the other unit owners. The air conditioning units, and associated equipment inside or outside of the unit and electrical equipment in each unit including appliances and recessed fixtures and windows and screens shall be included in the responsibility of the unit owner to maintain, repair or replace.

I. Alterations and Improvements - No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building, or impair any easements.

J. Limited Common Elements - The exclusive use of the following limited common elements to each unit owner may exist:

(.1) Such storage locker or area which serves only the particular unit to which it is attached, adjacent or assigned to the unit by Developer or the Association.

(.2) The use in common with other unit or units of any of the above which may exist to serve only those units.

(.3) Such covered parking space which serves only the particular unit for whose use it is reserved, such designated

parking space being assigned to the unit by developer or the Association.

K. Common Elements - The ownership and use of the common elements shall be governed by the following provisions:

(.1) Shares of Unit Owners - the share of unit owners in the common elements as stated in this Declaration may be altered only by amendment of the Declaration executed by all of the owners of the shares concerned, in accordance with the formalities of a deed (with joinder of spouses). No such changes shall affect the lien of prior recorded mortgages, without the written consent of the lienholder.

(.2) Appurtenant To Units - the share of the unit owner in the common elements is appurtenant to the unit owned by him. None of the appurtenances may be separated from the unit to which they appertain, and all of the appurtenances shall be deemed to be conveyed or encumbered or otherwise pass with the unit, whether or not expressly mentioned or described in conveyance or other instrument describing the unit.

(.3) Covenant Against Partition - in order to preserve the condominium, the common elements shall remain undivided and no unit owner nor any other person shall bring any action for partition or division of the whole or any part thereof.

(.4) Non-Exclusive Possession - each unit owner and the Association may use the common elements for the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other unit owners.

(.5) Maintenance and Operation - the maintenance and operation of the common elements shall be the responsibility and expense of Association.

(.6) Alteration and Improvements - after completion of the condominium, there shall be no material alteration of, or additions to the common elements without the prior approval in writing of the Board of Directors of the Association. There shall be no change in the shares and rights of a unit owner in the common elements which are altered or further improved,

although the maintenance charge may be adjusted if necessary.

7. SEVEN PHASES. LANDINGS ON LEMON BAY, A CONDOMINIUM, is proposed to be seven (7) phases, consisting of a maximum total of eighty-eight (88) or a minimum of eighty-four (84) condominium units. If the Developer elects to build all seven phases, the condominium will consist of eight (8) buildings, two (2) of which will contain twelve (12) units, four (4) of which will contain a minimum of eleven (11) or a maximum of twelve (12) units, one (1) of which will contain fifteen (15) units and one (1) of which, the recreational building, will contain one (1) unit on the second floor. Phases I and II each contain one (1) building, each building containing twelve (12) units. Each building in Phases III, V and VI will contain a minimum of eleven (11) units and a maximum of twelve (12) units. Phase IV will contain two (2) buildings, one (1) building containing a maximum of twelve (12) units or a minimum of eleven (11) units and one (1) building, the recreational building, containing one (1) unit on the second floor. Phase VII will consist of one (1) building which will contain fifteen (15) units.

Each of the twelve-unit buildings will contain a maximum of six (6) Shoreline floor plans and a maximum six (6) Dockside floor plans. The developer, in its sole discretion, may decide to modify the third floor of buildings A, B, E and G, designated as Phases III, IV, V and VI respectively on the attached plot plan to consist of three (3) three (3) bedroom units instead of four (4) two (2) bedroom units. This alternative floor plan is included in the attached plot plan. The fifteen-unit building will contain six (6) Shoreline floor plans and nine (9) Dockside floor plans. The Shoreline units will contain approximately twelve hundred forty-five (1,245) square feet plus a balcony containing approximately one hundred three (103) square feet. The Dockside units will contain twelve hundred thirty-three (1,233) square feet plus a balcony containing approximately one hundred three (103) square feet. The larger three (3) bedroom plan will consist of approximately twenty-one hundred (2,100) square feet plus a balcony, while the smaller three (3) bedroom

plans will each consist of approximately fifteen hundred (1,500) square feet plus a balcony. All units in the condominium, except the second-floor unit in the recreational building and the possible alternate three (3) bedroom plans will include two (2) bedrooms and two (2) bathrooms.

The unit located on the second floor of the recreational building and included in Phase IV will contain approximately eleven hundred fifty (1,150) square feet and will include one (1) bedroom, one (1) bath and a "useppa" walkway around the perimeter of the entire unit.

The buildings in each of Phases I through VI will be lettered A through F consecutively. The fifteen-unit building in Phase VII will be lettered Building G. The recreational building, within which will be one (1) unit, will be lettered Building H. Within each twelve-unit building, each of which is a three-story building, the first-floor units will be numbered 101-104, respectively, the second-floor units will be numbered 201-204, respectively, and the third-floor units will be numbered 301-304, respectively, depending upon the number of third floor units constructed.

In Building G, the fifteen unit building, which is also a three-story building, the first-floor units will be numbered 101-105, respectively, and second-floor units will be numbered 201-205, respectively, and the third-floor units will be numbered 301-305, respectively.

The second-floor unit located above the meeting room of the recreational building within Building H will be designated Unit 201. Phases II through VII may be located on the land described on Exhibits II through VII attached hereto.

The developer does not, by this Declaration, commit to build Phases II through VII. In fact, the developer, in its sole and exclusive discretion, will make the determination that Phases II through VII shall be constructed if, as and when economic market conditions and governmental regulations or controls may dictate. In its entirety, LANDINGS ON LEMON BAY, A CONDOMINIUM, Phases I

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through VII, shall not exceed a maximum total of eighty-eight (88) condominium units, nor will there be less than eighty-four (84) units. The dimensions of the units in Phase II through VII will be approximately the same as the dimensions of the units in Phase I, subject to the alternate three bedroom plans. Construction materials in Phases II through VII will be of equal or greater quality than those used in Phase I.

The impact of construction of Phases II through VII will be to increase the total number of persons using the recreational and common facilities and thereby increasing the total amount of common expenses. However, the addition of a subsequent phase or phases will also increase the number of unit owners sharing these common expenses. Attached Exhibit "A" describes the lands that will be submitted to condominium ownership in the event the developer decides to proceed with development of Phases II through VII. Should the developer decide to proceed with subsequent phases, upon substantial completion of the construction of the units to be added in each of such phases, the developer will cause a surveyor to prepare a survey of the phase or phases to be added and to certify said survey of the phase or phases to be added and to certify said survey as required by and pursuant to the applicable provisions of Florida law. The survey will be attached to an amendment or amendments to this Declaration and shall be executed and acknowledged only by the developer and need not be approved by the Association, unit owners, lienors or mortgagees of units in the condominium, whether or not elsewhere required for an amendment.

Upon completion of Phase I, each unit shall have a one twelfth (1/12th) percentage ownership in the common elements. If Phases II is completed, each unit owner shall have a one twenty-fourth (1/24th) percentage ownership in the common elements. If Phase III is completed, each unit owner shall have a minimum of one thirty-sixth (1/36th) percentage or a maximum of one thirty-fifth percentage ownership in the common elements. If Phase IV is completed, each unit owner shall have a minimum of one forty-

ninth (1/49th) percentage or a maximum of one forty-seventh (1/47th) percentage ownership in the common elements. If Phase V is completed, each unit owner shall have a minimum of one sixty-first (1/61st) percentage or a maximum of one fifty-eighth (1/58th) percentage ownership in the common elements. If Phase VI is completed, each unit owner shall have a minimum of one seventh-third (1/73rd) percentage or a maximum of one sixty-ninth (1/69th) percentage ownership in the common elements. If Phase VII is completed, each unit owner shall have a minimum of one eighty-eighth (1/88th) percentage or a maximum of one eighty-fourth (1/84th) percentage ownership in the common elements. As and when each phase is added, the total membership vote in the Association shall be as follows:

Phase I	- 12
Phase II	- 24
Phase III	- 36 maximum, 35 minimum
Phase IV	- 49 maximum, 47 minimum
Phase V	- 61 maximum, 58 minimum
Phase VI	- 73 maximum, 69 minimum
Phase VII	- 88 maximum, 84 minimum

Eighty-eight (88) is the maximum total number of units, with eighty-four (84) being the minimum total units.

Such additional Phases as may be constructed by the Developer must be completed on or before the last day of the months listed below:

Phase I	- June, 1989
Phase II	- June, 1989
Phase III	- January, 1990
Phase IV	- January, 1990
Phase V	- June, 1990
Phase VI	- June, 1990
Phase VII	- January, 1991

Time share estates will not be created with respect to units in any phase.

8. **ASSESSMENTS.** The assessments against the unit owners shall be made or approved by the Board of Directors of the Association and paid by the unit owners to Association in accordance with the following provisions:

A. Common Expenses - Share Expenses - Each unit owner shall be liable for his undivided share of the common expenses and any common surplus shall be owned by each in a like share. The

shares of the unit owners of the common expenses shall be made payable monthly in advance and shall become due on the first day of each month. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated current operating expenses, for all of the unpaid operating expense previously incurred, and a reserve for capital expenditures and deferred maintenance pursuant to Fla. Statute 718.112 (2) (K) (1979).

(.1) The common expenses of the condominium project and surplus therefrom shall be shared equally by the units, the same being determined fractionally. The numerator of said fraction shall be one or the number of units then owned by the unit owner and the denominator shall be 12 or the number of units then existing in Landings on Lemon Bay, a Condominium according to the Public Records of Charlotte County, Florida.

B. Assessments Other Than Common Expenses - Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the condominium documents, shall be paid by the unit owners to Association in the proportions set forth in the provisions of the condominium documents authorizing the assessment.

C. Accounts All sums collected from assessments may be mingled in a single fund, but they shall be held in trust for the unit owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. These accounts shall be as follows:

(.1) Common Expense Account - to which shall be credited collections of assessments for all common expenses as well as payments received for defraying costs of the use of the common elements.

(.2) Alteration and Improvement Account - to which shall be credited all sums collected for alteration and improvement assessments.

(.3) Contingency Account - which shall be credited all

sums collected for contingencies and emergencies.

D. Assessments for Recurring Expenses - Assessments for recurring expenses for each expense account shall include the estimated expenses chargeable to the account and a reasonable reserve less the unneeded fund balances credited to that account. Assessments for recurring expenses shall be made for the calendar year not less frequently than quarterly in advance preceding the quarter for which the assessments are made, and at such other and additional times as in the judgment of the Board of Directors additional common expense assessments are required for the proper management, maintenance and operation of the condominium. If the assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment date until changed by a new assessment. The total of the assessments for recurring expense items shall not be more than 115% of the assessments for this purpose for the prior year unless approved by not less than 51% of the unit owners. In the event such an annual assessment proves insufficient, it may be amended at any time after approval in writing of not less than 51% of the unit owners, and the unpaid assessment for the remaining portion of the calendar year shall be due in equal monthly installments on the first of each month thereafter during the year for which the assessment is made. The first assessment shall be determined by Developer.

E. Assessments for Emergencies - Assessments for common expenses for emergencies requiring immediate attention and which cannot be paid from the assessments for recurring expenses shall only be made after approval of the Board of Directors. After such approval, such emergency assessment shall become effective and payment shall be due after thirty (30) days notice thereof in such a manner as the Board of Directors may require.

F. Assessment Roll - The assessments for common expenses shall be set forth upon a roll of the units which shall be available in the office of the Association for inspection at all reasonable times by the unit owners. Such roll shall indicate

for each unit the name and address of the owner or owners, the assessments for all purposes and amounts paid and unpaid of all assessments. A certificate made by the duly authorized representatives of the Association as to the status of each assessment account shall limit the liability of any person for whom made other than the unit owner.

G. Liability for Assessments - A unit owner shall be liable for all assessments coming due while he is the owner of a unit, and his grantees after a voluntary conveyance. Such liability may not be avoided by waiver of the use or enjoyment of any common elements, or by abandonment of the unit for which the assessments are made.

H. Lien for Assessments - The unpaid portion of an assessment which is due together with interest thereon and reasonable attorney's fees for collection, shall be secured by a lien upon:

(.1) The Unit and all appurtenances thereto when a notice claiming the lien has been recorded in the Public Records of Charlotte County by the Association in accordance with the requirements of Florida Statutes 718.116, but which claim of lien shall not be recorded until the payment is unpaid for more than twenty (20) days after it is due. Such lien shall be subordinate to any prior recorded mortgage on the unit.

(.2) All Tangible Personal Property located in the unit except that such lien shall be subordinate to the prior liens and security interests of record.

(.3) Collection:

(i) Interest: Application of Payments - assessments paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before twenty (20) days shall bear interest at the rate of 10% per annum or highest legal rate chargeable to an individual under Florida Statutes then in existence, whichever is greater, from the date due until paid. All payments upon account shall be first

applied to interest and then to the assessments payment first due. All interest collected shall be credited to the common expense account.

(ii) Suit - the Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments, or by any other competent proceedings, and in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon at the rate of 10% per annum, and all costs incident to the collection and the proceedings, including reasonable attorney's fees. As per Florida Statute 718.116 (5)(b), the Association must deliver, either personally or by certified mail, to the unit owner a written notice of its intention to foreclose the lien at least 30 days before foreclosure.

9. INSURANCE, DESTRUCTION AND RECONSTRUCTION. As agent for and on behalf of the unit owners and their respective mortgagees, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire condominium, including the common elements and the respective units and personal property of the Association, for the full replacement or insurable value thereof. The premium for such insurance shall be paid by the Association and shall be included in the assessment for common expenses. The Association Board of Directors shall have full authority as agent for the insureds to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association, and the institutional first mortgagees shall be furnished mortgagee endorsements covering their respective interests. Each unit owner shall be responsible for insuring his own personal property within his unit and any improvements made by him within his unit

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which are not covered by the Association policy.

In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association treasurer. If said proceeds are in excess of \$50,000, they shall be immediately paid over to a banking corporation having trust powers and selected by the Board of Directors, to be held by such bank in trust to be used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Association Board of Directors. Said funds shall be disbursed upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. In the event said proceeds are not sufficient to pay the cost of such reconstruction and the trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the common expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against a unit owner, but if it is determined that the damage was proximately caused by the negligence of a unit owner, such unit owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds and the Association shall have a lien for such amount, plus interest at the rate of 10% per annum from the date of such assessments and reasonable attorneys' fees, to the same extent that it has a lien for any unpaid assessments under the Condominium Act. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event such proceeds are less than \$50,000, they need not be placed in trust but shall be held by the treasurer and applied directly by the Board of Directors for the above purposes.

In the event of a total or substantial destruction of all of the condominium improvements, the improvements shall be restored as above provided unless the owners of three-fourths (3/4ths) of the units vote to terminate this condominium. In the event the condominium is to be terminated, then all owners of units will

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immediately convey all their right, title and interest to their respective units to the bank trustee selected by the Board of Directors, to be held by such trustee in trust. The recording of each such conveyance to trustee in the public records of said county will have the immediate effect of releasing all liens upon the respective unit and shall cause the instantaneous transfer of any and all liens upon that unit to that unit owner's share of the common surplus to be subsequently distributed by trustee as provided herein. Said trustee shall collect all insurance proceeds payable as a result of such destruction; shall collect all assets of the Association that are allocable to the units in this condominium and which may remain after the Association pays its liabilities; and shall effect a public or private sale of the condominium property, by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. After conveyance of title to the purchaser, free and clear of all liens and encumbrances and after payment of reasonable trustee's fees, appraiser's fees, and other costs reasonable incurred, trustee shall apportion the remaining funds in its hands among the units in accordance with the respective values of the units immediately prior to such destruction as determined by three experienced real estate appraisers selected by the Board of Directors. Trustee shall distribute each unit's share of said funds jointly to the record title owners of each unit and the record owners of any mortgages or other liens encumbering such unit at the time of the recording of its conveyance to the trustee by the unit owner. All mortgages and other liens upon the respective units shall be fully released and discharged as provided herein even though the share of a particular unit in said funds is insufficient to pay all liens in full; in such event the lienholders who had priority against the title to the unit shall have priority of payment of the unit's share of the common surplus. Nothing herein provided shall in any way relieve the unit owner of his personal liability

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for any deficiency which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustee. Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage or perfection of their liens. The provisions of this paragraph may be enforced by injunction, suit for specific performance or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

10. **LIABILITY INSURANCE.** The Association shall obtain and maintain public liability insurance covering all of the common elements and insuring the Association and the unit owners as their interests may appear in such amount as the Board of Directors may deem appropriate. The premiums for such insurance coverage shall be a part of the common expenses. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The unit owners shall have no personal liability upon any such claims and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular unit, as he may deem appropriate.

11. **USE RESTRICTIONS.** The use of the property of the condominium shall be in accordance with the following provisions:

A. **Single Family Residences** - Each of the units shall be occupied only by a single family as its residence but in no event may more than six persons reside in a unit at one time, and for no other purpose. All restrictions on pets shall be determined by the Board of Directors of the Association in the Regulations.

B. **Nuisances** - No nuisances shall be allowed 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.

C. Lawful Use - No 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 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 repair and maintenance of the property concerned as expressed earlier in this Declaration.

D. Regulations - Reasonable regulations concerning the use of the condominium property, recreation area and facilities may be made and amended from time to time by a majority vote of the Association. The initial rules and regulations have been established by the Developer and are attached hereto as Exhibit "D." Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners.

12. CONVEYANCE, DISPOSITION, FINANCING. In order to assure a community of congenial residents and thus protect the value of the units, the conveyance, disposal and financing of the units by any other than the developer shall be subject to the following provisions:

A. No Owner Other Than Developer may sell or dispose of a unit or any interest therein in any manner without the written approval of Association except to another unit owner, except as to short term leasing provided in this Declaration, and as to mortgagees as provided in Paragraph 10B.

B. No Owner Other Than Developer May Mortgage or finance his unit or any interest therein in any manner without the written approval of Association except to an institutional lender, e.g., a chartered bank, an insurance company, a mortgage company or a chartered savings and loan association.

C. The Approval of the Association shall be obtained as follows:

(.1) Written Notice Shall Be Given the Association by the owner or interest holder of his intention to convey, dispose,

finance or assign his interest, which notice shall include the name and address of the intended acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary within 15 days after notification by the unit owner. Thereafter, unit owner shall provide the Association with such information within 5 days of said request by Association.

(.2) If A Sale, the Association must, within 45 days after receipt of the information required above, either approve the transaction, allow the Developer to purchase the unit, furnish an alternate purchaser it approves, or itself elect to purchase upon terms as favorable to the Seller, and the owner must sell to such the Developer, alternate or to the Association.

Within five (5) days after receipt of the information required above, the Association must forward to the Developer, its successors or assigns a copy of the information. In addition, within fifteen (15) days after it shall have received the information, the Association shall notify the Developer in writing whether or not the Association elects to purchase the unit. If the Association elects not to purchase the unit or fails to notify the Developer in writing within the time required, the Developer shall have a right of second refusal to purchase the unit. Developer must notify the Association whether or not it elects to purchase the unit. If the Association elects not to purchase the unit or fails to notify the Developer in writing within the time required, the Developer shall have a right of second refusal to purchase the unit. Developer must notify the Association whether or not it elects to purchase the unit within ten (10) days after receipt of the information or within five (5) days after receipt of the Association's election, whichever, shall occur first. If Developer elects to purchase the unit or fails to notify the Association within the time required, the Association may approve an alternate purchaser. Notwithstanding anything in this Declaration to the contrary, the

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approval of the Association shall not be a condition precedent to the Developer's exercise of its right to purchase a unit; the only condition precedent shall be the Association's election to purchase the unit or failure to notify the Developer of its election within the time required. The Association may choose an alternate purchaser only after the Developer has been given an opportunity to elect to purchase only after the Developer has been given an opportunity to elect to purchase the unit within the time required. If no alternate purchaser is furnished or no election is made by the Association to purchase within the time prescribed herein, the Association shall be deemed to have waived its rights hereunder.

(.3) At the Option of Owner, if a dispute arises, the price to be paid shall be the fair market value as determined by arbitration in accord with the then existing rules of the American Arbitration Association except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals; and a judgment of specific performance upon the arbitrator's award may be entered in any court of competent jurisdiction. The arbitration expense shall be paid by the owner, and the purchase price shall be paid in cash.

(.4) The Sale Shall Be Closed Within 30 Days after approval has been given by the Association or within 30 days of the arbitration award, whichever is later.

D. If The Proposed Transaction is a Lease, Gift, Mortgage to a lender other than those types listed in Paragraph B above, assignment of interest, or other disposition than a sale, disapproval of the Association shall be sent in writing to the owner or interest holder and the transaction shall not be made.

E. Approval of the Association may in any event be conditioned upon approval of the occupants of a unit, and only entire units may be leased. The Association may charge the owner for a credit report on the prospective mortgagee, assignee or purchaser, which charge shall not exceed the actual cost or in

no event more than fifty dollars (\$50.00).

F. Liens -

(.1) Protection of Property - all liens against a unit other than for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within 30 days from the date the lien attaches. All taxes and special assessments upon a unit shall be paid before becoming delinquent.

(.2) Notice of Lien - an owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(.3) Notice of Suit - an owner shall give notice to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the owner receives knowledge thereof.

(.4) Failure to Comply with this section concerning liens will not affect the validity of any judicial sale.

G. Judicial Sales - No judicial sale of a unit nor any interest therein shall be held unless the sale is a public sale with open bidding.

H. Unauthorized Transactions - any transaction which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

13. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance with the fulfillment of the provisions of the Condominium Act, this Declaration, Articles of Incorporation, Bylaws and the regulations and rules promulgated by the Association or its Board of Directors, shall entitle the Association or its Board of Directors, or individual unit owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the court, including appellate proceedings. In the event the

occupant (be him owner, lessee or guest) of any unit shall refuse to comply with the rules and regulations, such occupant may be denied use of the recreation facilities of the condominium by the manager or the Board until such default is corrected. During any period of default by a unit owner in the payment of any assessments against the unit, the Association may discontinue the supply of any utility services to such unit which are paid by the Association as part of the common expenses. Upon the correction of such default, the utility service shall be immediately restored and the expense of such discontinuance and restoration shall be assessed to the defaulting unit owner.

14. **TERMINATION** - The condominium shall be terminated, if at all, in the following manner:

A. The Termination of the condominium may be effected by the agreement of 75% of unit owners and first mortgagees. The termination shall become effective when such Agreement has been recorded in the Public Records of Charlotte County, Florida.

B. Destruction - If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, the condominium plan of ownership will be terminated as provided in Paragraph A above.

C. Shares of Unit Owners After Termination - After termination of the condominium, the owners shall own the property as tenants in common with an undivided 1/12th interest and the holders of mortgages and liens against the unit or units formerly owned by such owners shall have mortgages and liens upon the respective undivided interest of the owners. All funds held by the Association and insurance proceeds, if any, shall be and shall continue to be held jointly for the owners and their first mortgagees in proportion to their interest therein as elsewhere set forth. The costs incurred by the Association in connection with a termination shall be a common expense.

D. Following Termination - The property may be partitioned and sold upon the application of any owner. If the Board of Directors following a termination, by not less than 75% vote,

determines to accept an offer for the sale of the property as a whole, each owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties hereto.

E. The Members of the Last Board of Directors shall continue to have such powers as in this Declaration are granted, notwithstanding the fact that the Association itself may be dissolved upon termination.

15. PROVISIONS PERTAINING TO DEVELOPER:

A. Developer is irrevocably and perpetually empowered to sell or lease units it owns to any person. Developer shall have the right to transact on the condominium property any business necessary to consummate the sale or lease of units including, but not limited to, the right to maintain models, have signs, hire employees and to use the common elements to show apartments. In the event there are unsold units, Developer retains the right to be and remain the owner thereof, and under the same terms and conditions as other owners.

B. Developer, or its Successors or assigns, shall have the right to name all of the Directors of the Association, and said Directors need not be residents of the condominium, until 15% of the units that will be operated ultimately by the Association are sold. When unit owners other than the Developer own 15 percent or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board of Directors of the Association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association:

(.1) Three years after 50 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(.2) Three months after 90 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(.3) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; or

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

(.5) On January 1, 1990, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the condominium operated by the Association.

C. Where the Developer holds units for sale, none of the following actions may be taken without approval in writing of the Developer:

(.1) Assessments of Developer as a unit owner for capital improvements;

(.2) Any action by the Association that would be detrimental to the sales of units by Developer except as provided by Chapter 718, Florida Statutes.

D. Developer Reserves the right to combine one or more units or portions thereof into large or smaller units any time prior to recordation of this Declaration or any amendment thereto. In the event of combining units into larger units, the share of common elements, expenses and surplus applicable to such larger unit or of any resulting smaller unit shall be determined by Developer; provided, however, Developer shall not cause any such units to be combined in such a way as to create a unit smaller in size than the smallest unit designated on the construction plans.

E. The condominium is not substantially completed. Upon substantial completion of construction, the Developer shall amend this Declaration to include a certification of a surveyor authorized to practice in the State of Florida that the condominium has been substantially completed, that the Declaration and the exhibits attached thereto accurately represent the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and each condominium unit can be determined from these materials.

F. The Developer, pursuant to Section 718.116(8)(b), Florida Statutes (1979), guarantees that assessments for common expenses imposed upon other unit owners shall not increase over the dollar amount stated in the operating budget, in exchange for being excused from paying assessments on developer owned units. This guarantee shall commence on the date of the first conveyance of a unit to an owner other than the developer, and shall expire one (1) year from that date.

G. Leasing of Units. Anything herein to the contrary notwithstanding, Developer shall have the irrevocable right to lease for such period of time and under such terms as Developer shall deem fit, any unsold unit included within the Declaration without regard to any prior approval, written or otherwise, from the Board of Directors of the Association.

1.6. PROVISIONS PERTAINING TO MORTGAGEES:

A. Liability for Assessments. Where the Mortgagee of a first mortgage of record obtains title to the condominium unit by foreclosure or as a result of a deed given in lieu of foreclosure, such mortgagee, its successors or assigns, shall not be liable for the share of common expenses or assessments by Association pertaining to such condominium parcel or chargeable to the former unit owner which became due prior to acquisition of title unless such assessment or common expense is secured by a claim of lien for assessments recorded prior to the recordation of the foreclosed mortgage. However, during said mortgagee's

this Declaration of Condominium or its Exhibits and any said amendment shall not be effective without the joinder of said construction mortgagee or developmental lender.

17. **MANAGEMENT.** There may be a contract for the management of the condominium property.

18. **MEMBERS OF THE ASSOCIATION.** The qualifications of members, the manner of their admission and voting by members shall be as follows:

A. All Owners of Units in the condominium shall be members of the Association, including unit owners of future phases when and if they are constructed, and no other person or entities shall be entitled to membership. Each unit shall have one full vote in all matters.

B. Membership in the Association shall be established by recording in the Public Records of Charlotte County, Florida, a deed or other instrument establishing a change of record title to a unit in the condominium and by delivering to the Association a certified copy of such instrument, the new owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated, provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this Declaration. The Association shall need not recognize membership or ownership in any person until its requirements have been complied with.

C. The Share of a Member in the Funds and Assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit in the condominium.

19. **OWNERSHIP OF COMMON ELEMENTS.** All reference in this Declaration or its exhibits to a unit owner's share of the condominium, its common elements, common surplus, assets, or liabilities shall be as follows:

Upon completion of Phase I, the condominium will consist of twelve (12) units, each unit sharing a one twelfth (1/12th) ownership in the common elements and a one twelfth (1/12th) share

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of the common expenses. If Phase II is completed, each unit will have a one twenty-fourth (1/24th) ownership in the common elements and common expenses. If Phase III is completed, each unit will have a minimum of one thirty-sixth (1/36th) or a maximum of one thirty-fifth (1/35th) ownership in the common elements and common expenses. If Phase IV is completed, each unit will have a minimum of one forty-ninth (1/49th) or a maximum of one forty-seventh (1/47th) ownership in the common elements and common expenses. If Phase V is completed, each unit will have a minimum of one sixty-first (1/61st) or a maximum of one fifty-eighth (1/58th) ownership in the common elements and common expenses. If Phase VI is completed, each unit will have a minimum of one seventy-third (1/73rd) or a maximum of one sixty-ninth (1/69th) ownership in the common elements and common expenses. If Phase VII is completed, each unit will have a minimum of one eighty-eighth (1/88th) or a maximum of one eighty-fourth (1/84th) ownership in the common elements and common expenses.

A. The Liability of the Owner of unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with the Declaration as provided herein.

B. The Owner of a Unit shall have such personal liability for any damage caused by Association on or in connection with the use of the common elements as may be established by law.

20. SEVERABILITY. If any provisions of this Declaration or its exhibits hereto, as now constructed or later amended, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

21. CONTROLLING DOCUMENTS. The provisions of this Declaration of Condominium shall be controlling over any conflicting or inconsistent provisions of any other condominium

documents, including any and all such documents which by reference are made a part of the Declaration.

22. UNTIL THE COMPLETION OF CONTEMPLATED IMPROVEMENTS to the condominium property, Developer specifically reserves the right, with the joinder of any construction mortgagee and developmental lender, to make changes in the Declaration and its attachments or in the plat of development as may be required by any lender, governmental authority, or as may be, in its judgment, necessary or desirable; provided that such will not change the shares of the unit owners or their mortgagee in the common elements, or in any manner violate Florida Statute 718.403, as amended, and that all changes when made will provide facilities as good as, or better than, those shown on Exhibit "A" attached hereto. This paragraph shall take precedence over any other provision of the Declaration or its attachments.

23. COVENANTS RUNNING WITH THE LAND. All provisions of the condominium documents shall be construed to be covenants running with the land, including but not limited to every unit and the appurtenances thereto; and every owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of the condominium documents.

24. INTERPRETATION. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and singular shall include the plural. Captions to paragraphs are for convenience only, and shall not be used in interpreting this Declaration.

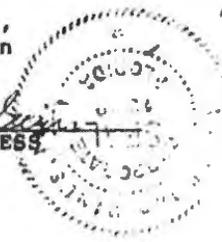
25. AMENDMENTS. This Declaration may be amended at any time by affirmative vote of seventy-five percent (75%) of all votes of all units owners in Landings on Lemon Bay Condominium Property Owners Association, Inc., except that provisions relating to percentage of ownership and sharing of common expenses, rights of Developer, occupation of units, termination of the condominium, the time periods within which subsequent phases must be completed, and the voting rights of members may be

amended only with the written consent of one hundred percent (100%) of the unit owners affected thereby (except amendments which add subsequent phases as provided hereinabove). The Articles of Incorporation and Bylaws may be amended by a simple majority vote of all members of the Association and, to that extent, this Declaration may be amended without seventy-five percent (75%) vote. No amendment shall be effective unless it be in writing, executed by the president or vice president and attested by the secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Charlotte County, Florida. It shall not be necessary for the individual unit owners or holders of recorded liens thereon (except institutional first mortgage holders as herein provided) to join in the execution of any amendment, and the execution of any amendment by the president or vice president and attested by the secretary of the Association as provided herein shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration, the Articles of Incorporation and the Bylaws.

THIS DECLARATION OF CONDOMINIUM and attachments hereto made and entered into this 22nd day of February, 1985.

WYNDWARD PINES, INC.,
a Florida corporation

By: William F. McGinness
WILLIAM F. MCGINNESS
President



[Signature]
First Witness

[Signature]
Second Witness

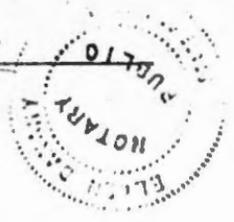
STATE OF FLORIDA
COUNTY OF : CHARLOTTE

I HEREBY CERTIFY that on this 22 day of February, 1985, before me personally appeared WILLIAM F. MCGINNESS, President of WYNDWARD PINES, INC., a Florida corporation, to me known to be the person who signed the foregoing Declaration of Condominium as such individual and acknowledged the execution thereof to be his free act and deed as such officer for the use and purposes therein mentioned and that he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal in the above stated County and State, the day and year last aforementioned.

Ellen Deaky
Notary Public
My Commission expires:

Notary Public State of Florida
My Commission Expires Aug. 3, 1985
Revised Form May 1981 - International Code



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JOINDER AND CONSENT

STATE SAVINGS AND LOAN ASSOCIATION OF LUBBOCK, DALLAS, TEXAS, holder of the first mortgage* on property described in Exhibit "A" attached hereto, hereby does evidence its consent and joinder to the Declaration of Condominium of LANDINGS ON LEMON BAY, to which this Joinder and Consent is attached, and by its execution hereof does this day join in and consent to the said Declaration of Condominium of LANDINGS ON LEMON BAY, a Condominium.

DATED this 26 day of Feb., 1985.

*recorded in O.R. Book 735, beginning at page 1057, Public Records of Charlotte County, Florida,

STATE SAVINGS AND LOAN ASSOCIATION OF LUBBOCK

By: Keith Makay
Its: Vice President

KEITH MAKAY
VICE PRESIDENT

Attest:

Beverly Estess
Assistant Secretary

STATE OF Texas
COUNTY OF Dallas

I HEREBY CERTIFY that on this 26 day of February, 1985, before me personally appeared Keith Makay and Beverly Estess, Vice President and Secretary, respectively, of STATE SAVINGS AND LOAN ASSOCIATION OF LUBBOCK, Assistant to me known to be the persons described in and who executed the foregoing Joinder and Consent, and severally acknowledged the execution thereof to be their free act and deed as such officers; and said instrument is the act and deed of said STATE SAVINGS AND LOAN ASSOCIATION OF LUBBOCK.

WITNESS my hand and official seal at Dallas in the County and State last aforesaid, the day and year last aforesaid.



Robert S. Schumaker
Notary Public

THIS INSTRUMENT PREPARED BY:
(AND RETURN TO:)
ROBERT S. SCHUMAKER (nk)
JACOBS, ROBBINS, GAYNOR, BURTON,
HAMPP, BURNS, BRONSTEIN & SHASTEEN, P.A.
POST OFFICE BOX 14034
ST. PETERSBURG, FL 33733

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EXHIBIT A

A parcel of land lying and being in Section 8, Township 41S, Range 20E, Charlotte County, Florida, lying Northwesterly of Oregon Trail (Dakota Avenue per plat), lying Southwesterly of the new R/W line for State Road No. 775 and Southeasterly of the mean high water line for Oyster Creek and being that part of vacated blocks "T", "U" & "V" and vacated Fourth Street, vacated Fifth Street, vacated Sixth Street, vacated Gulf Esplanade & vacated alleys, Plat of Grove City on the Gulf recorded in Plat Book 1, page 4, public records of Charlotte County, Florida and other adjacent lands lying within the following described boundary:

Commence at the intersection of the Northerly R/W line of Dakota Avenue (per plat) and the previous Westerly R/W line of State Road 775 (previous R/W 100' wide); thence S67° 15' 00" W, along the platted Northerly R/W line of Dakota Avenue, 5.29' to its intersection with the new R/W line for State Road No. 775 for a POB; thence continue S67° 15' 00" W, along the Northerly R/W of Oregon Trail (Dakota Avenue per plat, 60' R/W) 1024.71' to a found concrete monument; thence continue S67° 15' 00" W, along the Northerly R/W line, 48' more or less to the waters of Oyster Creek; thence Northeasterly meandering the waters of Oyster Creek, 964' more or less to a point; thence Southeasterly continuing along the waters, 163' more or less to end of a seawall; thence along a seawall at the waters of Oyster Creek for the following four courses:

- (1) S22° 33' 57" E, 276.56';
- (2) N65° 13' 00" E, 145.11';
- (3) N24° 53' 26" W, 131.00';
- (4) N63° 23' 20" E, 178.46';

thence Northeasterly meandering along the waters, 9' more or less to the new Westerly R/W line of State Road No. 775; thence S23° 15' 00" E, along the Westerly R/W of State Road No. 775 (new R/W width varies at this location), 15.00' to a P.I. in the R/W; thence S32° 42' 44" E, along the Westerly R/W for State Road No. 775 (being a transition R/W line), 271.99' to the POB.

All lying and being in Section 8, Township 41 South, Range 20 East, Charlotte County, Florida.

Containing 5.91 acres more or less.

Together with

A parcel of submerged land in Lemon Bay in Section 8, Township 41 South, Range 20 East, Charlotte County, Florida, more particularly described as follows:

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Commence at the SE corner of Section 8; thence N 88° 14' W, along the South line of Section 8, 4436.6'; thence N 17° 23' E, 1114.54' for a POB; thence continue N 17° 23' E, 212.55' to the most Northerly point of land conveyed to Grove City Realty Corp. by the Trustees of the Internal Improvement Fund of the State of Florida by Deed recorded in Official Records Book 54 at page 290, public records of Charlotte County, Florida; thence S 73° 42' 43" W, 310.98'; thence S 67° 15' W, 370'; thence S 22° 45' E, 180'; thence N 67° 15' E, 370'; thence N 73° 42' 43" E, 175' more or less to POB; being the Northerly portion of the land described in Deed recorded in Official Records Book 54 at page 290, Charlotte County Public Records.

All lying and being in Section 8, Township 41 South, Range 20 East Charlotte County, Florida.

Subject to reservations in deeds from Trustees of Internal Improvement Fund of the State of Florida to Grove City Realty Corp. recorded respectively in Official Records Book 54 at page 290 and in Official Records Book 438 at page 294 of the public records of Charlotte County, Florida, of an undivided one half of all petroleum products and an undivided three fourths of all other minerals which might be found in the lands, together with the right to explore for and mine and develop the same.

Subject to restrictions and limitations on the right to fill, use and occupy such portion of the above described lands as lie below the mean high watermark.

Together with

Commence at the Southeast corner of Section 8, Township 41 South, Range 20 East, Charlotte County, Florida; thence North 88°14'00" West, along the South line of said Section 8, a distance of 2440.83 feet to the Westerly R/W of State Road 775 (100 feet wide); thence North 23°15'00" West, along said R/W 1753.12 feet to the Northerly R/W of Dakota Avenue (60 feet wide); thence continue North 23°15'00" West along said Westerly R/W of State Road No. 775 for a distance of 278.00 feet; thence leaving said R/W, South 63°31'00" West, along existing mean high water line, 235 feet for a Point of Beginning; thence South 23°15'00" East, along existing mean high water line, 135.40 feet; thence South 67°15'00" West, continuing along existing mean high water mark, 141.50 feet; thence North 23°15'00" West, 255.52 feet to southerly line of previous purchase area; thence North 34°11'00" East, along said line, 167.89 feet; thence South 23°15'00" East, 211.73 feet to the Point of Beginning; containing 0.98 acre, more or less.

LANDINGS ON LEMON BAY, A CONDOMINIUM

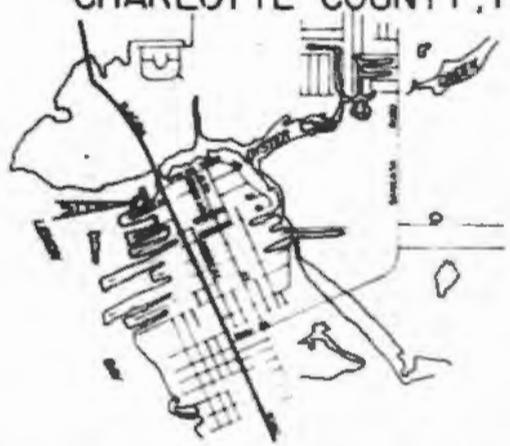
OR 809 PG 669

SEC. 8, TWP. 41 S, RGE. 20 E

CHARLOTTE COUNTY, FLORIDA

NOTES:

- ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1983.
- BOUNDARIES ARE SHOWN ON AN ADJACENT RECORD.
- ALL ANGLES ARE RIGHT ANGLES UNLESS OTHERWISE NOTED.
- THIS CONDOMINIUM PLAN IS SUBJECT TO ALL THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM.
- IMPROVEMENTS WITHIN THE COMMON ELEMENTS SUCH AS BUT NOT LIMITED TO WATER METERS, WATER LINES, STORM DRAINS, UTILITY LINES, SEWERS, SIDEWALKS AND TREES HAVE NOT BEEN LOCATED.
- UNIT BOUNDARIES:
 - HORIZONTAL BOUNDARIES - THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE:
 - UPPER BOUNDARY (ALL THIRD FLOOR UNITS AND UNIT 201, BUILDING N) - THE UNDERSIDE OF THE WOOD FRAMING ABOVE AND ABUTTING THE UNIT.
 - UPPER BOUNDARY (ALL FIRST AND SECOND FLOOR UNITS EXCEPT BUILDING N, UNIT 201) - THE UNDERSIDE OF THE CONCRETE SLAB ABOVE AND ABUTTING THE UNIT.
 - LOWER BOUNDARY (ALL UNITS) - THE UNDERSIDE OF THE CONCRETE SLAB BELOW AND ABUTTING THE UNIT.
 - VERTICAL BOUNDARIES - THE VERTICAL BOUNDARIES SHALL BE:
 - EXTERIOR BOUNDARIES - THE INTERIOR SURFACES OF THE PERIMETER WALLS OF THE BUILDING WHERE THERE IS ATTACHMENT OR IN EXISTENCE AS A PART OF THE BUILDING, TERRACE, CANOPY OR OTHER ATTACHMENT SERVING ONLY THE UNIT BEING BOUNDED, IN WHICH EVENT THE BOUNDARIES SHALL BE SHOWN AS WILL INCLUDE ALL SUCH STRUCTURES.
 - INTERIOR BOUNDARIES - WHERE UNITS SHARE A COMMON OR PARTY WALL, THE UNIT BOUNDARY SHALL BE THE INTERIOR SURFACE OF SUCH WALL. WHERE UNITS ABUT COMMON ELEMENT AREAS SUCH AS A CENTRAL CORRIDOR OR ELEVATOR SHAFT, THE BOUNDARY SHALL BE THE INTERIOR OF SUCH UNIT BOUNDARY WALL.
- THE DEVELOPER RESERVES THE RIGHT TO MODIFY AND ALTER THE SIZE, CONFIGURATION AND LOCATION OF APARTMENTS AND COMMON FACILITIES IN PHASES NOT SUBMITTED TO CONDOMINIUM OWNERSHIP AS WELL AS THE BOUNDARY LINES OF SAID PHASES.
- PHASE I AND PHASE II ARE SUBSTANTIALLY COMPLETE AS SHOWN ON SHEET 9 OF 15 AND 11 OF 15 SHEETS HEREIN AND ARE THE ONLY PHASES CERTIFIED BY THIS PLAN.



DESCRIPTION (DETAIL)

A PARCEL OF LAND LYING AND BEING IN SECTION 8, TOWNSHIP 41 S, RANGE 20 E, CHARLOTTE COUNTY, FLORIDA, LYING NORTHWESTERLY OF OREGON TRAIL (SHOOTA AVENUE PER PLAN), LYING SOUTHWESTERLY OF THE NEW R/W LINE FOR STATE ROAD 90, 775 AND SOUTHEASTERLY OF THE W R/W LINE FOR OREGON TRAIL AND BEING THAT PART OF VACATED BLOCK 711 "A" AND VACATED FOURTH STREET, VACATED FIFTH STREET, VACATED SIXTH STREET, VACATED HALF EXPLAIDE & VACATED ALLEYS, PLAT OF BROKE CITY ON THE GULF RECORDED IN R. 1, PG. 4 PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA AND OTHER ADJACENTS LAID THEREWITHIN THE FOLLOWING DESCRIBED BOUNDARY:

COMMENCE AT THE INTERSECTION OF THE NORTHERLY R/W LINE OF SHOOTA AVENUE (PER PLAN) AND THE PREVIOUS WESTERLY R/W LINE OF STATE ROAD 775 (PREVIOUS R/W 20' WIDE); THENCE S67°30' W, ALONG SAID PLATTED NORTHERLY R/W LINE OF SHOOTA AVENUE, 3.25 TO ITS INTERSECTION WITH THE NEW R/W LINE FOR STATE ROAD NO. 775 FOR A P.C.S.; THENCE CONTINUE S64°45' 00" W, ALONG SAID NORTHERLY R/W OF OREGON TRAIL (SHOOTA AVENUE PER PLAN, 50' R/W) 1024.77' TO A FOUND CONCRETE MONUMENT; THENCE CONTINUE S65°10' W, ALONG SAID NORTHERLY R/W LINE, 48' 2" TO THE APPROXIMATE S.W. CORNER (FORMERLY REFERRED TO AS METERS) OF OYSTER CREEK; THENCE NORTHEASTERLY MEASURING SAID WATERS OF OYSTER CREEK, 944' 2" TO A POINT; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WATERS, 453' 2" TO END OF A SEAWALL; THENCE ALONG A SEAWALL AT SAID WATERS OF OYSTER CREEK FOR THE FOLLOWING FOUR 141 COURSES: (1) S22°24' 27" E 277.04'; (2) S70°20' 36" E, 141.08'; (3) N20°03' 30" W, 125.32'; (4) N60°10' 36" E 275.77'; THENCE NORTHEASTERLY MEASURING ALONG SAID WATERS, 40' 2" TO THE NEW WESTERLY R/W LINE OF STATE ROAD 90, 775; THENCE S2°15' 00" E, ALONG SAID WESTERLY R/W OF STATE ROAD NO. 775, 1 NEW R/W WITH MARKS AT THE LOCATION 1, 13.00' TO A P.I. 18.540' R/W; THENCE S 2°15' 00" E, ALONG SAID WESTERLY R/W FOR STATE ROAD NO. 775 (BEING A TRANSITION R/W LINE), 271.85' TO THE P.O.B.

ALL LYING AND BEING IN SEC. 8, TWP. 41 S, RGE. 20 E, CHARLOTTE COUNTY, FLORIDA, CONTAINING 2.91 ACRES ± ALSO SUBJECT TO P.D.L. EASEMENTS AS RECORDED IN OR. PL. 80, PL. 1019 (1980 CHARLOTTE COUNTY PLANS AND AGREEMENT WITH EASEMENTS INTER DOUBT) AS RECORDED IN O.R. PL. 763, PAGES 432, 433, 434, 435, 436, 437, 438, 439, 440 CHARLOTTE COUNTY, FLORIDA.

APPROXIMATE NEAR HIGH WATER LINE NOTE: THE APPROXIMATE NEAR HIGH WATER LINE AS SHOWN ON THIS EXHIBIT IS NOT A FINAL PROPERTY BOUNDARY, WAS NOT LOCATED IN ACCORDANCE WITH PROCEDURES SPECIFIED IN THE COASTAL ZONING ACT OF 1974, (CHAPTER 77, PART 2 OF THE FLORIDA STATUTES) AND THE RULES OF THE DEPARTMENT OF NATURAL RESOURCES; (CHAPTER 18-2 OF THE FLORIDA ADMINISTRATIVE CODE) AND IS NOT TO BE USED AS A REFERENCE TO BE, OR ADMISSIBLE AS A FINAL, PROPERTY LINE IN ANY ADMINISTRATIVE BODY OR COURT OF LAW, UNLESS THE APPLICABLE NEAR HIGH WATER LINE HAS BEEN USED DUE TO IT BEING INCIDENTAL TO THE PURPOSE FOR WHICH THIS EXHIBIT HAS BEEN PRESENTED, SEE CHAPTER 18-3.21 (8) OF THE FLORIDA ADMINISTRATIVE CODE.

CERTIFICATE OF SURVEY

I, CLIFF ALBERTI, A PROFESSIONAL LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN IN SHEET NUMBER 9 IS SUBSTANTIALLY COMPLETE SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE RECORDS; I FURTHER CERTIFY THAT THE CONSTRUCTION OF ALL PLANNED IMPROVEMENTS WITH RESPECT TO BUILDINGS NOTED IN NOTE NUMBER 9 IS SUBSTANTIALLY COMPLETE, INCLUDING BUT NOT LIMITED TO LANDSCAPE, UTILITY SERVICES, AC TO THE UNITS IN SAID BUILDINGS, AND COMMON ELEMENT FACILITIES, SERVICES AND BUILDINGS.

Cliff Alberti
 CLIFF ALBERTI, REGISTERED LAND SURVEYOR, CERTIFICATE NO. 13389

3-1-81
 DATE OF SURVEY

3-1-85
 DATE OF PLAN

MAR 14 1985

MOSS ENGINEERING ASSOCIATES INC. 7001 SUPERIOR AVE., SANASITA, FLORIDA

EXHIBIT "A"

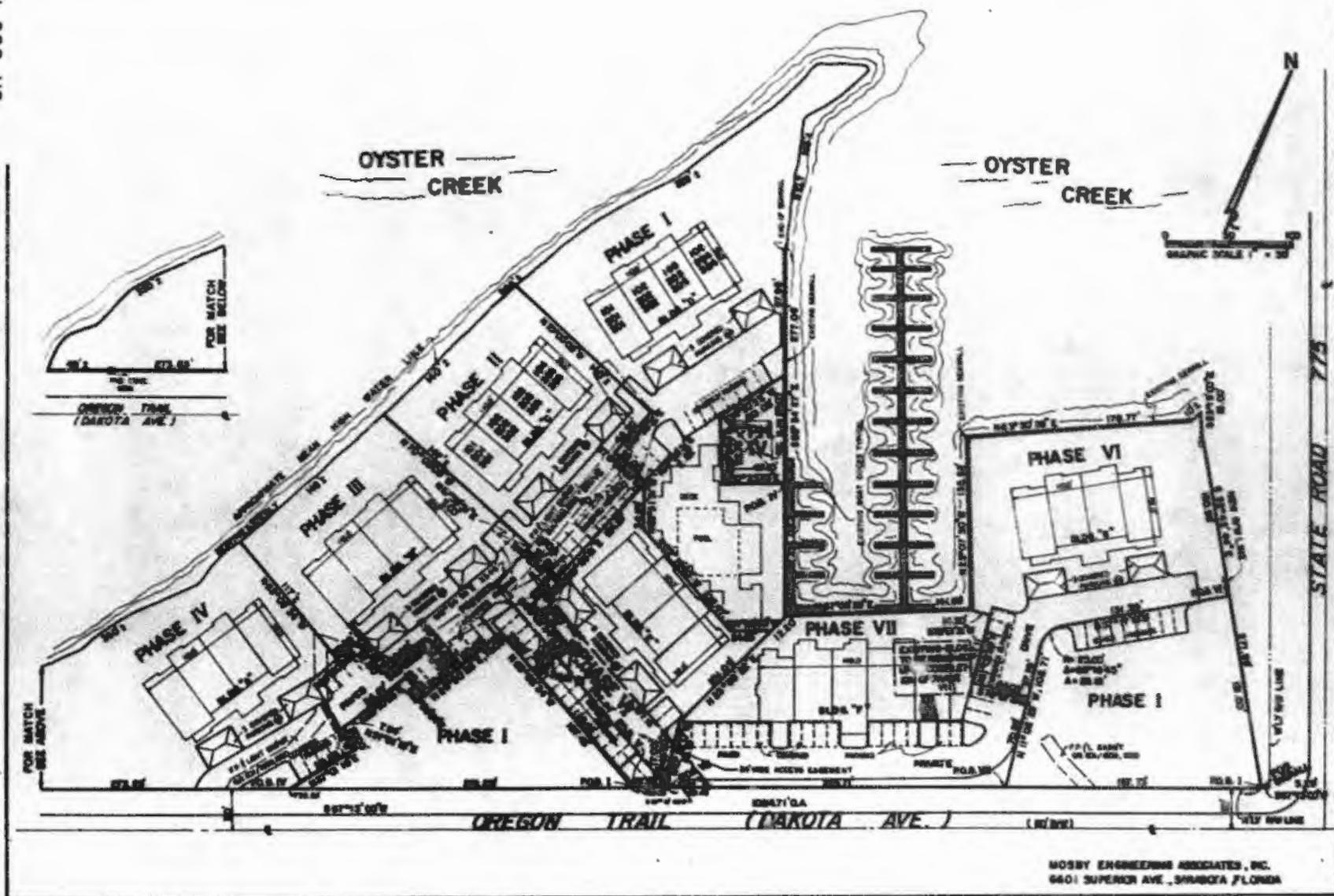
LANDINGS ON LEMON BAY, A CONDOMINIUM

PHASING PLAN

SEC. 8 , TWP. 41 S , RGE. 20 E

CHARLOTTE COUNTY, FLORIDA

OR 809 PG 670



LANDINGS ON LEMON BAY, A CONDOMINIUM

OR 809 PG 671

SEC. 8, TWP. 41 S, RGE. 20 E

CHARLOTTE COUNTY, FLORIDA

ALL THE FOLLOWING PHASE DESCRIPTIONS BEING A PART OF A VACATED PORTION OF THE PLAT OF GROVE CITY ON THE GULF RECORDED IN P.D. 1, PG. 4, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA (BEING CERTAIN PARTS OF VACATED BLOCKS, STREETS AND ALLEYS) AND OTHER ADJACENT LANDS AS BEING MORE PARTICULARLY DESCRIBED HEREIN.

PHASE I (INCLUDING POOL & BUILDING "B")

Commence at the intersection of the N'LY R/W line of Dakota Avenue (Per Plat) and the previous N'LY R/W line of State Road 775 (Previous R/W 100' wide); thence S. 67°15'00" W., along said platted N'LY R/W line of Dakota Avenue, 5.29' to its intersection with the new R/W line for State Road No. 775; thence continuing along said N'LY R/W line of Dakota Avenue, S. 67°15'00" W., 489.00'; thence N. 63°09'34" W., leaving said R/W, 119.45'; thence N. 26°50'26" E., 32.00'; thence N. 63°09'34" W., 17.77'; thence N. 19°59'51" E., 127.09' for a P.O.B.; thence S. 70°00'09" W., 32.00'; thence N. 19°59'51" E., 42.50'; thence S. 70°00'09" W., 140' to the waters of Oyster Creek; thence N'LY meandering said waters of Oyster Creek, 328' to a point; thence S'LY continuing along said waters 163' to end of existing seawall; thence along face of said seawall at said waters of Oyster Creek, S. 22°34'27" E., 67.98'; thence leaving said seawall, S. 34°50'25" W., 60.08'; thence S. 26°34'11" E., 52.76'; thence N. 67°25'33" E., 67.10' to face of said seawall; thence S. 22°34'27" E. along face of said seawall (water of Oyster Creek), 104.08'; thence leaving said seawall, S. 23°39'22" W., 12.20'; thence S. 67°28'09" W., 34.45'; thence N. 63°16'45" W., 102.47'; thence N. 22°31'51" W., 34.59'; thence N. 19°59'51" E., 2.82' to the P.O.B.

All lying and being in Section 8, Twp. 41 S., Rge. 20 E., Charlotte County, Florida.

Containing 1.0153 Acres, more or less.

DESCRIPTION: 26' WIDE ACCESS EASEMENT

Commence at the intersection of the N'LY R/W line of Dakota Avenue (Per Plat) and the previous N'LY R/W line of State Road 775 (Previous R/W 100' wide); thence S. 67°15'00" W., along said platted N'LY R/W line of Dakota Avenue, 5.29' to its intersection with the new R/W line for State Road No. 775; thence continuing along said N'LY R/W line of Dakota Avenue, S. 67°15'00" W., 430.17' for a P.O.B.; thence continue S. 67°15'00" W., 31.29'; thence N. 63°09'34" W., 204.84'; thence N. 19°59'51" E., 33.46'; thence S. 70°00'09" E., 32.00'; thence S. 19°59'51" W., 13.30'; thence S. 63°09'34" E., 157.74' to the P.O.B.

All lying and being in Sec. 8, Twp. 41 S., Rge. 20 E., Charlotte County, Florida.

PHASE I

COMMENCE AT THE INTERSECTION OF THE N'LY R/W LINE OF DAKOTA AVENUE (PER PLAT) AND THE PREVIOUS N'LY R/W LINE OF STATE ROAD 775 (PREVIOUS R/W 100' WIDE); THENCE S 67° 15' 00" W, ALONG SAID PLATTED N'LY R/W LINE OF DAKOTA AVENUE, 5.29' TO ITS INTERSECTION WITH THE NEW R/W LINE FOR STATE ROAD NO. 775; THENCE CONTINUING ALONG SAID N'LY R/W LINE FOR STATE ROAD NO. 775, 489.00' FOR A P.O.B.; THENCE CONTINUE S 63° 15' 00" W, S 67° 15' 00" W, 489.00' FOR A P.O.B.; THENCE CONTINUE S 63° 15' 00" W, ALONG SAID N'LY R/W LINE, 361.80'; THENCE N 37° 01' 19" E, LEAVING SAID R/W, 54.95'; THENCE N 12° 50' 42" W, 29.04'; THENCE N 37° 01' 19" E, 7.94'; THENCE N 26° 50' 26" E, 54.07'; THENCE S 63° 09' 34" E, 20.88'; THENCE N 26° 50' 26" E, 75.23'; THENCE S 63° 09' 34" E, 157.44' TO THE P.O.B.

ALL LYING AND BEING IN SECTION 8, TWP. 41 S., RGE. 20 E., CHARLOTTE COUNTY, FLORIDA.

CONTAINING 0.5112 ACRES, MORE OR LESS.

PHASE I (DRAINFIELD AREA)

COMMENCE AT THE INTERSECTION OF THE N'LY R/W LINE OF DAKOTA AVENUE (PER PLAT) AND THE PREVIOUS N'LY R/W LINE OF STATE ROAD 775 (PREVIOUS R/W 100' WIDE); THENCE S 67° 15' 00" W, ALONG SAID PLATTED N'LY R/W LINE OF DAKOTA AVENUE, 5.29' TO ITS INTERSECTION WITH THE NEW R/W LINE FOR STATE ROAD NO. 775 FOR A P.O.B.; THENCE S 63° 15' 00" W, CONTINUING ALONG SAID N'LY R/W LINE OF DAKOTA AVENUE, 397.75'; THENCE N 11° 02' 29" W, LEAVING SAID R/W, 188.71' TO THE P.C. OF A CURVE CONCAVE TO THE S.E.; THENCE N'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 25.89', THROUGH A CENTRAL ANGLE OF 68° 19' 45", 29.81' TO THE P.T.; THENCE N 57° 17' 16" E, 131.39' TO THE NEW N'LY R/W LINE OF STATE ROAD NO. 775; THENCE S 12° 43' 04" E, ALONG SAID N'LY R/W LINE OF STATE ROAD NO. 775 (NEW R/W WIDTH VARIES AT THIS LOCATION), SAID N'LY R/W LINE BEING A TRANSITION R/W LINE, 151.90' TO THE P.O.B.

ALL LYING AND BEING IN SECTION 8, TWP. 41 S., RGE. 20 E., CHARLOTTE COUNTY, FLORIDA.

CONTAINING 0.5355 ACRES, MORE OR LESS.

LANDINGS ON LEMON BAY, A CONDOMINIUM

OR 809 PG 672

SEC. 8, TWP. 41 S, RGE. 20 E

CHARLOTTE COUNTY, FLORIDA

ALL THE FOLLOWING PHASE DESCRIPTIONS BEING A PART OF A VACATED PORTION OF THE PLAY OF GROVE CITY ON THE OAK PLATTE RECORDED IN P.O. 1, PG. 4, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA (BEING CERTAIN PARTS OF VACATED BLOCKS, STREETS AND ALLEYS) AND OTHER ADJACENT LANDS AS BEING MORE PARTICULARLY DESCRIBED HEREIN.

PHASE II

COMMENCE AT THE INTERSECTION OF THE N'LY R/W LINE OF DAKOTA AVENUE (PER PLAT) AND THE PREVIOUS N'LY R/W LINE OF STATE ROAD 775 (PREVIOUS R/W 100' WIDE); THENCE S 67° 15' 00" W, ALONG SAID PLATTED N'LY R/W LINE OF DAKOTA AVENUE, 5.29' TO ITS INTERSECTION WITH THE NEW R/W LINE FOR STATE ROAD NO. 775; THENCE CONTINUING ALONG SAID N'LY R/W LINE OF DAKOTA AVENUE, S 67° 15' 00" W, 488.89'; THENCE N 63° 05' 34" W, LEAVING SAID R/W, 119.45'; THENCE N 26° 50' 26" E, 32.80'; THENCE N 63° 05' 34" W, 32.77'; THENCE N 18° 59' 51" E, 27.99' FOR A P.O.B.; THENCE N 70° 00' 00" W, 32.00'; THENCE N 28° 54' 51" E, 3.88'; THENCE N 70° 00' 00" W, 142' TO THE WATERS OF OYSTER CREEK; THENCE N'LY MEANDERING SAID WATERS OF OYSTER CREEK 240' TO A POINT ON A LINE LYING PARALLEL WITH AND 142.50' N'LY THEREFROM A LINE WHICH BEARS N 70° 00' 00" W FROM THE P.O.B.; THENCE S 70° 00' 00" E, 142'; THENCE S 15° 59' 51" W, 42.50'; THENCE S 70° 00' 00" E, 32.80'; THENCE S 19° 59' 51" W, 109.00' TO THE P.O.B.

ALL LYING AND BEING IN SECTION 8, TWP. 41 S., RGE. 20 E., CHARLOTTE COUNTY, FLORIDA.

CONTAINING 0.5343 ACRES, MORE OR LESS.

PHASE III

COMMENCE AT THE INTERSECTION OF THE N'LY R/W LINE OF DAKOTA AVENUE (PER PLAT) AND THE PREVIOUS N'LY R/W LINE OF STATE ROAD 775 (PREVIOUS R/W 100' WIDE); THENCE S 67° 15' 00" W, ALONG SAID PLATTED N'LY R/W LINE OF DAKOTA AVENUE, 5.29' TO ITS INTERSECTION WITH THE NEW R/W LINE FOR STATE ROAD NO. 775; THENCE CONTINUING ALONG SAID N'LY R/W LINE OF DAKOTA AVENUE, S 67° 15' 00" W, 488.89'; THENCE LEAVING SAID R/W, N 63° 05' 34" W, 119.45' FOR A P.O.B.; THENCE N 63° 05' 34" W, 32.80'; THENCE S 26° 50' 26" E, 46.80'; THENCE N 63° 05' 34" W, 32.80'; THENCE S 26° 50' 26" E, 20.80'; THENCE N 63° 05' 34" W, 117' TO THE WATERS OF OYSTER CREEK; THENCE N'LY MEANDERING SAID WATERS OF OYSTER CREEK 146' TO A POINT WHICH BEARS N 77° 53' 36" W, 200.38' FROM THE P.O.B.; THENCE S 70° 00' 00" E, 142' ; THENCE S 19° 59' 51" W, 3.88'; THENCE S 70° 00' 00" E, 32.80'; THENCE S 19° 59' 51" W, 27.99'; THENCE S 63° 05' 34" E, 32.77'; THENCE S 26° 50' 26" W, 32.80' TO THE P.O.B.

ALL LYING AND BEING IN SECTION 8, TWP. 41 S., RGE. 20 E., CHARLOTTE COUNTY, FLORIDA.

CONTAINING 0.6106 ACRES, MORE OR LESS.

PHASE IV

Commence at the intersection of the N'LY R/W line of Bonaha Avenue (Per Plat) and the previous N'LY R/W line of State Road 775 (previous R/W 100' wide); thence S. 67°15'00" W., along said platted N'LY R/W line of Bonaha Avenue, 529' to its intersection with the new R/W line for State Road No. 775; thence continuing along said N'LY R/W line of Bonaha Avenue, 461.45'; thence leaving said R/W, N. 22°45'00" W., 17.00'; thence N. 10°32'17" W., 32.76'; thence N. 23°39'22" E., 113.29' to face of existing seawall at waters of Oyster Creek; thence N. 22°34'27" W., along face of said seawall (waters of Oyster Creek), 104.08' for a P.O.B.; thence leaving said seawall S. 67°25'33" W., 47.10'; thence N. 26°28'11" W., 32.76'; thence N. 34°50'05" E., 60.00' to said face seawall; thence S. 22°34'27" E., along said face of seawall (waters of Oyster Creek), 62.00' to the P.O.B.

All lying and being in Section 8, Twp. 41 S., Rge. 20 E., Charlotte County, Florida.

Containing 0.0779 Acres, more or less.

PHASE V

COMMENCE AT THE INTERSECTION OF THE N'LY R/W LINE OF DAKOTA AVENUE (PER PLAT) AND THE PREVIOUS N'LY R/W LINE OF STATE ROAD 775 (PREVIOUS R/W 100' WIDE); THENCE S 67° 15' 00" W, ALONG SAID PLATTED N'LY R/W LINE OF DAKOTA AVENUE, 5.29' TO ITS INTERSECTION WITH THE NEW R/W LINE FOR STATE ROAD NO. 775; THENCE CONTINUING ALONG SAID N'LY R/W LINE OF DAKOTA AVENUE, S 67° 15' 00" W, 754.89' FOR A P.O.B.; THENCE S 67° 15' 00" W, CONTINUING ALONG SAID R/W LINE, 275.89' TO A FOUND CONCRETE MONUMENT; THENCE CONTINUE S 67° 15' 00" W, ALONG SAID N'LY R/W LINE, 48' TO WATERS OF OYSTER CREEK; THENCE N'LY MEANDERING SAID WATERS OF OYSTER CREEK 550' TO A POINT WHICH BEARS N 33° 51' 56" W, 192.93' FROM THE P.O.B.; THENCE S 63° 05' 34" E, 117'; THENCE N 26° 50' 26" E, 29.80'; THENCE S 63° 05' 34" E, 32.80'; THENCE N 26° 50' 26" E, 46.80'; THENCE S 63° 05' 34" E, 32.80'; THENCE S 26° 50' 26" W, 30.80'; THENCE N 63° 05' 34" W, 20.80'; THENCE S 26° 50' 26" W, 54.87'; THENCE S 37° 41' 18" W, 7.94'; THENCE S 52° 52' 42" E, 24.80'; THENCE S 37° 41' 18" W, 59.93' TO THE P.O.B.

ALL LYING AND BEING IN SECTION 8, TWP. 41 S., RGE. 20 E., CHARLOTTE COUNTY, FLORIDA.

CONTAINING 0.9503 ACRES, MORE OR LESS.

LANDINGS ON LEMON BAY, A CONDOMINIUM

SEC. 8, TWP. 41 S., RGE. 20 E

CHARLOTTE COUNTY, FLORIDA

OR 809 PG 672

ALL THE FOLLOWING PHASE DESCRIPTIONS BEING A PART OF A VACATED PORTION OF THE PLAT OF GROVE CITY ON THE GULF RECORDED IN P. B. 1, PG. 4, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA (BEING CERTAIN PARTS OF VACATED BLOCKS, STREETS AND ALLEYS AND OTHER ADJACENT LANDS AS BEING MORE PARTICULARLY DESCRIBED HEREIN.)

PHASE II

COMMENCE AT THE INTERSECTION OF THE N'LY R/W LINE OF DAKOTA AVENUE (PER PLAT) AND THE PREVIOUS N'LY R/W LINE OF STATE ROAD 775 (PREVIOUS R/W 100' WIDE); THENCE S 67° 15' 00" W., ALONG SAID PLATTED N'LY R/W LINE OF DAKOTA AVENUE, 5.24' TO ITS INTERSECTION WITH THE NEW R/W LINE FOR STATE ROAD NO. 775; THENCE CONTINUING ALONG SAID N'LY R/W LINE OF DAKOTA AVENUE, S 67° 15' 00" W., 489.00'; THENCE N 63° 09' 34" W., LEAVING SAID R/W, 119.45'; THENCE N 26° 50' 26" E., 32.00'; THENCE N 63° 09' 34" W., 37.77'; THENCE N 19° 59' 51" E., 27.00' FOR A P.O.B.; THENCE N 70° 00' 09" W., 32.00'; THENCE N 10° 59' 51" E., 3.00'; THENCE N 70° 00' 09" W., 147' TO THE WATERS OF OYSTER CREEK; THENCE N'LY MEANDERING SAID WATERS OF OYSTER CREEK 140' TO A POINT ON A LINE LYING PARALLEL WITH AND 142.50' N'LY THEREFROM A LINE WHICH BEARS N 70° 00' 09" W FROM THE P.O.B.; THENCE S 70° 00' 09" E., 140'; THENCE S 19° 59' 51" W., 42.50'; THENCE S 70° 00' 09" E., 32.00'; THENCE S 19° 59' 51" W., 108.00' TO THE P.O.B.

ALL LYING AND BEING IN SECTION 8, TWP. 41 S., RGE. 20 E., CHARLOTTE COUNTY, FLORIDA.

CONTAINING 0.5143 ACRES, MORE OR LESS.

PHASE III

COMMENCE AT THE INTERSECTION OF THE N'LY R/W LINE OF DAKOTA AVENUE (PER PLAT) AND THE PREVIOUS N'LY R/W LINE OF STATE ROAD 775 (PREVIOUS R/W 100' WIDE); THENCE S 67° 15' 00" W., ALONG SAID PLATTED N'LY R/W LINE OF DAKOTA AVENUE, 5.24' TO ITS INTERSECTION WITH THE NEW R/W LINE FOR STATE ROAD NO. 775; THENCE CONTINUING ALONG SAID N'LY R/W LINE OF DAKOTA AVENUE, S 67° 15' 00" W., 489.00'; THENCE LEAVING SAID R/W, N 63° 09' 34" W., 119.45' FOR A P.O.B.; THENCE N 63° 09' 34" W., 38.00'; THENCE S 26° 50' 26" W., 45.00'; THENCE N 63° 09' 34" W., 32.00'; THENCE S 26° 50' 26" W., 40.00'; THENCE N 63° 09' 34" W., 32.00'; THENCE S 26° 50' 26" W., 28.00'; THENCE N 63° 09' 34" W., 117' TO THE WATERS OF OYSTER CREEK; THENCE N'LY MEANDERING SAID WATERS OF OYSTER CREEK 146' TO A POINT WHICH BEARS N 70° 00' 09" W., 200.38' FROM THE P.O.B.; THENCE S 70° 00' 09" E., 147' ; THENCE S 19° 59' 51" W., 3.00'; THENCE S 70° 00' 09" E., 32.00'; THENCE S 19° 59' 51" W., 27.00'; THENCE S 63° 09' 34" E., 37.77'; THENCE S 26° 50' 26" W., 32.00' TO THE P.O.B.

ALL LYING AND BEING IN SECTION 8, TWP. 41 S., RGE. 20 E., CHARLOTTE COUNTY, FLORIDA.

CONTAINING 0.6106 ACRES, MORE OR LESS.

PHASE IV

Commence at the intersection of the N'LY R/W line of Dakota Avenue (Per Plat) and the previous N'LY R/W line of State Road 775 (previous R/W 100' wide); thence S. 67°15'00" W., along said platted N'LY R/W line of Dakota Avenue, 5.24' to its intersection with the new R/W line for State Road No. 775; thence continuing along said N'LY R/W line of Dakota Avenue, 489.00'; thence leaving said R/W, N. 22°45'00" W., 17.00'; thence N. 10°32'17" W., 32.74'; thence N. 23°39'22" E., 113.29' to face of existing seawall at waters of Oyster Creek; thence N. 22°34'27" W., along face of said seawall (waters of Oyster Creek), 104.08' for a P.O.B.; thence leaving said seawall S. 67°25'33" W., 47.10'; thence N. 26°24'11" W., 52.76'; thence N. 34°50'25" E., 60.08' to said face seawall; thence S. 22°34'22" E., along said face of seawall (waters of Oyster Creek), 85.00' to the P.O.B.

All lying and being in Section 8, Twp. 41 S., Rge. 20 E., Charlotte County, Florida.

Containing 0.0779 Acres, more or less.

PHASE V

COMMENCE AT THE INTERSECTION OF THE N'LY R/W LINE OF DAKOTA AVENUE (PER PLAT) AND THE PREVIOUS N'LY R/W LINE OF STATE ROAD 775 (PREVIOUS R/W 100' WIDE); THENCE S 67° 15' 00" W., ALONG SAID PLATTED N'LY R/W LINE OF DAKOTA AVENUE, 5.24' TO ITS INTERSECTION WITH THE NEW R/W LINE FOR STATE ROAD NO. 775; THENCE CONTINUING ALONG SAID N'LY R/W LINE OF DAKOTA AVENUE, S 67° 15' 00" W., 489.00'; THENCE LEAVING SAID R/W LINE, CONTINUING ALONG SAID R/W LINE, 273.63' TO A FOUND CONCRETE REMAINT; THENCE CONTINUE S 67° 15' 00" W., ALONG SAID N'LY R/W LINE, 48' TO THE WATERS OF OYSTER CREEK; THENCE N'LY MEANDERING SAID WATERS OF OYSTER CREEK 350' TO A POINT WHICH BEARS N 33° 51' 58" W., 192.95' FROM THE P.O.B.; THENCE S 63° 09' 34" E., 117'; THENCE N 26° 50' 26" E., 28.00'; THENCE S 63° 09' 34" E., 32.00'; THENCE N 26° 50' 26" E., 40.00'; THENCE S 63° 09' 34" E., 32.00'; THENCE S 26° 50' 26" W., 30.00'; THENCE N 63° 09' 34" W., 20.00'; THENCE S 26° 50' 26" W., 54.02'; THENCE S 37° 01' 18" W., 7.94'; THENCE S 52° 58' 42" E., 29.00'; THENCE S 37° 01' 18" W., 59.55' TO THE P.O.B.

ALL LYING AND BEING IN SECTION 8, TWP. 41 S., RGE. 20 E., CHARLOTTE COUNTY, FLORIDA.

CONTAINING 0.9593 ACRES, MORE OR LESS.

LANDINGS ON LEMON BAY, A CONDOMINIUM

SEC. 8, TWP. 41 S., RGE. 20 E

CHARLOTTE COUNTY, FLORIDA

OR 809 PG 673

ALL THE FOLLOWING PHASE DESCRIPTIONS BEING A PART OF A VACATED PORTION OF THE PLAT OF GORVE CITY ON THE GULF RECORDED IN P.O.B. 1, PG. 4, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA (BEING CERTAIN PARTS OF VACATED BLOCKS, STREETS AND ALLEYS) AND OTHER ADJACENT LANDS AS BEING MORE PARTICULARLY DESCRIBED HEREIN.

PHASE II

Commence at the intersection of the N'LY R/W line of Dakota Avenue (Per Plat) and the previous N'LY R/W line of State Road 775 (Previous R/W 100' wide); thence S. 67°15'00" W., along said platted N'LY R/W line of Dakota Avenue, 5.29' to its intersection with the new R/W line for State Road No. 775; thence continuing along said N'LY R/W line of Dakota Avenue, S. 67°15'00" W., 461.45' for a P.O.B.; thence continuing along said N'LY R/W line, S. 67°15'00" W., 27.55'; thence N. 63°09'34" W., leaving said R/W, 119.45'; thence N. 26°50'26" E., 32.00'; thence N. 63°09'34" W., 37.77'; thence N. 19°59'51" E., 124.37'; thence S. 22°31'51" E., 34.90'; thence S. 63°15'45" E., 108.47'; thence N. 67°20'09" E., 34.45'; thence S. 23°23'32" W., 101.09'; thence S. 16°32'17" E., 32.74'; thence S. 22°45'00" E., 17.00' to the P.O.B.

All lying and being in Sec. 8, Twp. 41 S., Rge. 20 E., Charlotte County, Florida.

Containing 0.4536 Acres, more or less.

PHASE III

Commence at the intersection of the N'LY R/W line of Dakota Avenue (Per Plat) and the previous N'LY R/W line of State Road 775 (Previous R/W 100' wide); thence S 67° 15' 00" W, along said platted N'LY R/W line of Dakota Avenue, 5.29' to its intersection with the new R/W line for State Road No. 775; thence N 32° 42' 44" W, along the new N'LY R/W line of State Road No. 775 (R/W width varies at this location), 151.80' for a P.O.B.; thence leaving said R/W, S 57° 12' 18" W, 131.35' to the P.C. of a curve concave to the SE; thence S'LY along arc of said curve, having a radius of 25.03', through a central angle of 60° 19' 44", 29.81' to the P.T.; thence S 11° 32' 29" W, 37.78'; thence S 78° 57' 31" W, 44.88'; thence N 11° 02' 29" W, 47.11'; thence S 78° 57' 31" W, 14.28' to a point being a P.I. in face of existing seawall at the waters of Oyster Creek; thence N 23° 02' 10" W, along face of said seawall (waters of Oyster Creek), 139.52'; thence N 69° 30' 16" E, continuing along face of existing seawall at the waters of Oyster Creek, 178.77'; thence N'LY rearing along said waters, 18' to the new N'LY R/W line of State Road No. 775; thence S 23° 15' 00" E, along said N'LY R/W line of State Road No. 775 (new R/W width varies at this location), 15.89' to a P.I. in said R/W; thence S 32° 42' 44" E, along said N'LY R/W for State Road No. 775 (being a transition R/W line), 129.99' to the P.O.B.

All lying and being in Section 8, Twp. 41 S., Rge. 20 E., Charlotte County, Florida.

Containing 0.6662 Acres, more or less.

PHASE III

Commence at the intersection of the N'LY R/W line of Dakota Avenue (Per Plat) and the previous N'LY R/W line of State Road 775 (Previous R/W 100' wide); thence S 67° 15' 00" W, along said platted N'LY R/W line of Dakota Avenue, 5.29' to its intersection with the new R/W line for State Road No. 775; thence continuing along said N'LY R/W line of Dakota Avenue, S 67° 15' 00" W, 197.75' for a P.O.B.; thence continuing along said N'LY R/W line, S 67° 15' 00" W, 263.71'; thence leaving said R/W, N 22° 45' 00" W, 17.88'; thence N 19° 32' 17" W, 32.74'; thence N 23° 39' 22" E, 113.29' to a point being a P.I. in face of existing seawall at the waters of Oyster Creek; thence N 67° 00' 39" E, along face of said seawall (waters of Oyster Creek), 141.89' to P.I. in face of said seawall; thence leaving said seawall, N 78° 57' 31" E, 10.28'; thence S 11° 02' 29" E, 47.11'; thence N 78° 57' 31" E, 44.88'; thence S 11° 02' 29" E, 78.91' to the P.O.B.

All lying and being in Section 8, Twp. 41 S., Rge. 20 E., Charlotte County, Florida.

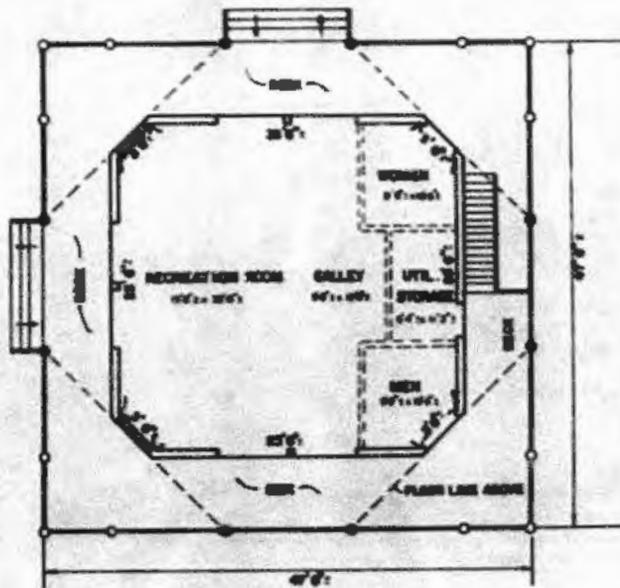
Containing 0.6646 Acres, more or less.

LANDINGS ON LEMON BAY, A CONDOMINIUM

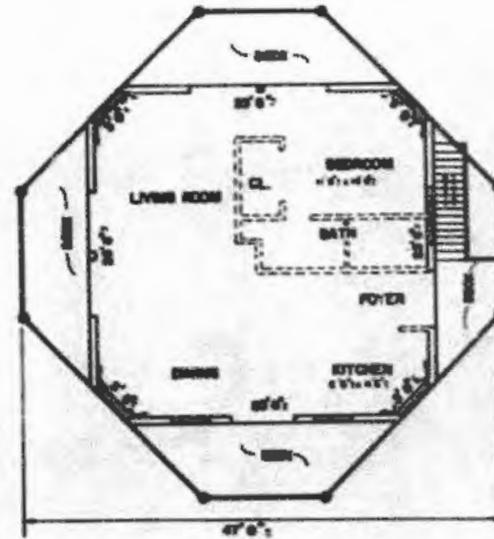
OR 809 PG 674

SEC. 8, TWP. 41 S, RGE. 20 E

CHARLOTTE COUNTY, FLORIDA



1 ST. FLOOR



2 ND. FLOOR

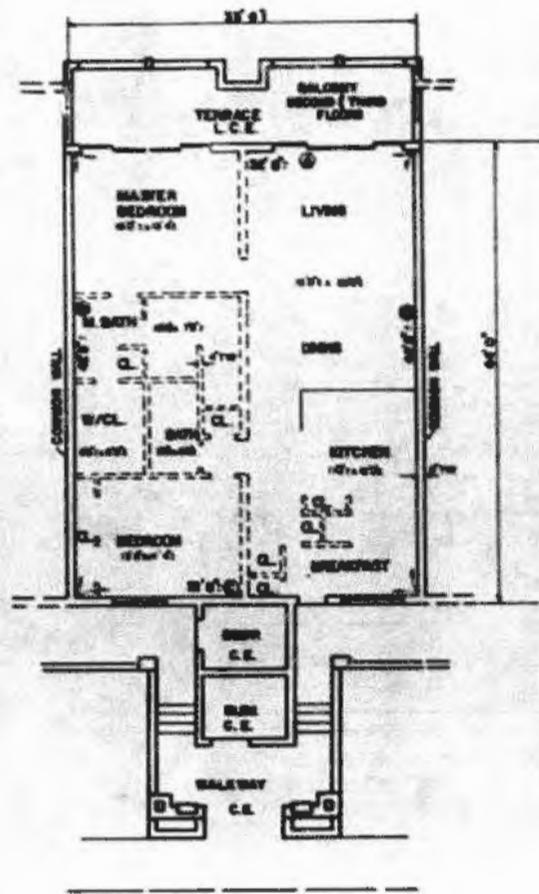
RECREATION

LANDINGS ON LEMON BAY, A CONDOMINIUM

OR 809 PG 675

SEC. 8 , TWP. 41 S, RGE. 20 E

CHARLOTTE COUNTY, FLORIDA



NO.	DESCRIPTION

FIRST, SECOND & THIRD FLOOR PLAN FOR MODEL "C"

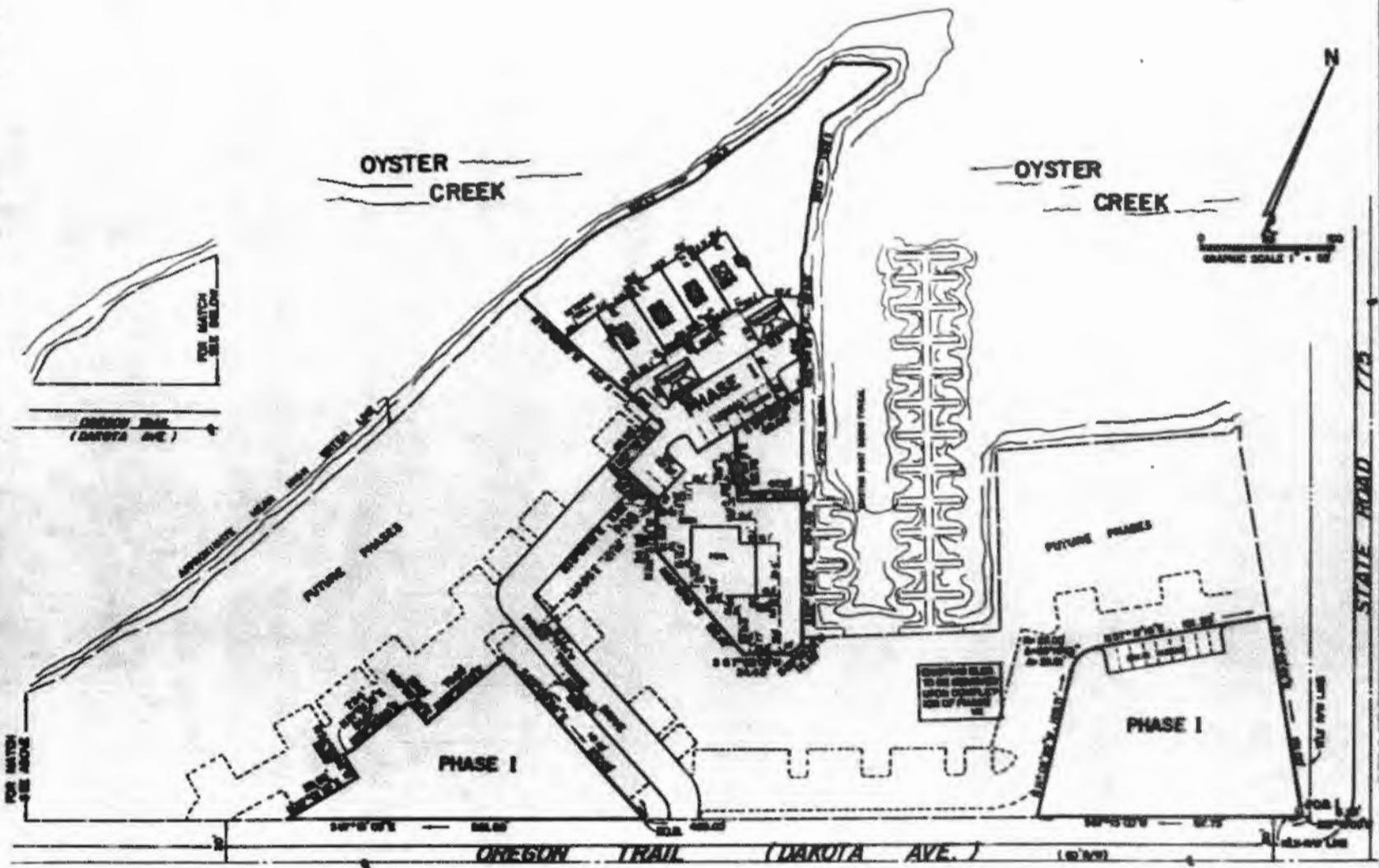
LANDINGS ON LEMON BAY, A CONDOMINIUM

SEC. 8, TWP. 41 S, RGE. 20 E

PHASE I

CHARLOTTE COUNTY, FLORIDA

OR 809 PG 676



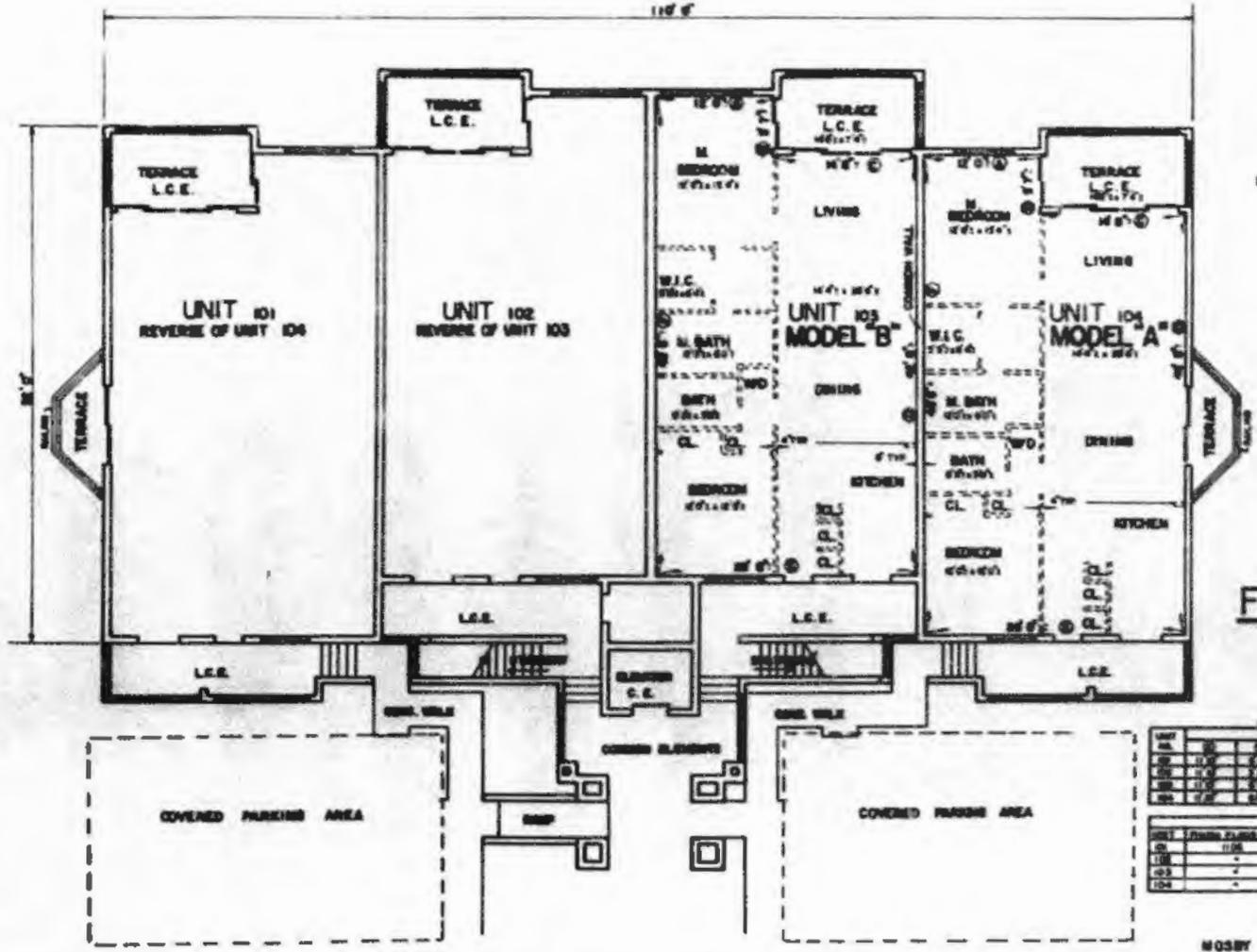
LANDINGS ON LEMON BAY, A CONDOMINIUM

OR 809 PG 677

SEC. 8, TWP. 41 S, RGE. 20 E

PHASE I

CHARLOTTE COUNTY, FLORIDA



- NOTES:
- 1. INTERIOR PARTITION DIMENSIONS AND WALL THICKS ARE SUPERSEDED ONLY, UNIT BOUNDARY DIMENSIONS UNIT ARE CAPTURED.
 - 2. AS-BUILT DIMENSIONS AS SHOWN ARE TO THE READOUT TAPE, DUE TO CONSTRUCTION MATERIALS OVERLAP AND VARY FROM TIME TO TIME.

**FIRST FLOOR
PLAN
BLDG "D"**

AS-BUILT DIMENSIONS

UNIT NO.	AREA	PERIMETER	PERIMETER	PERIMETER	PERIMETER	PERIMETER	PERIMETER
101	1,177	117	117	117	117	117	117
102	1,177	117	117	117	117	117	117
103	1,177	117	117	117	117	117	117
104	1,177	117	117	117	117	117	117

EXISTS		PROPOSED	
UNIT	FLOOR FINISH	UNIT	FLOOR FINISH
101	1/2"	101	3/4"
102	-	102	-
103	-	103	-
104	-	104	-

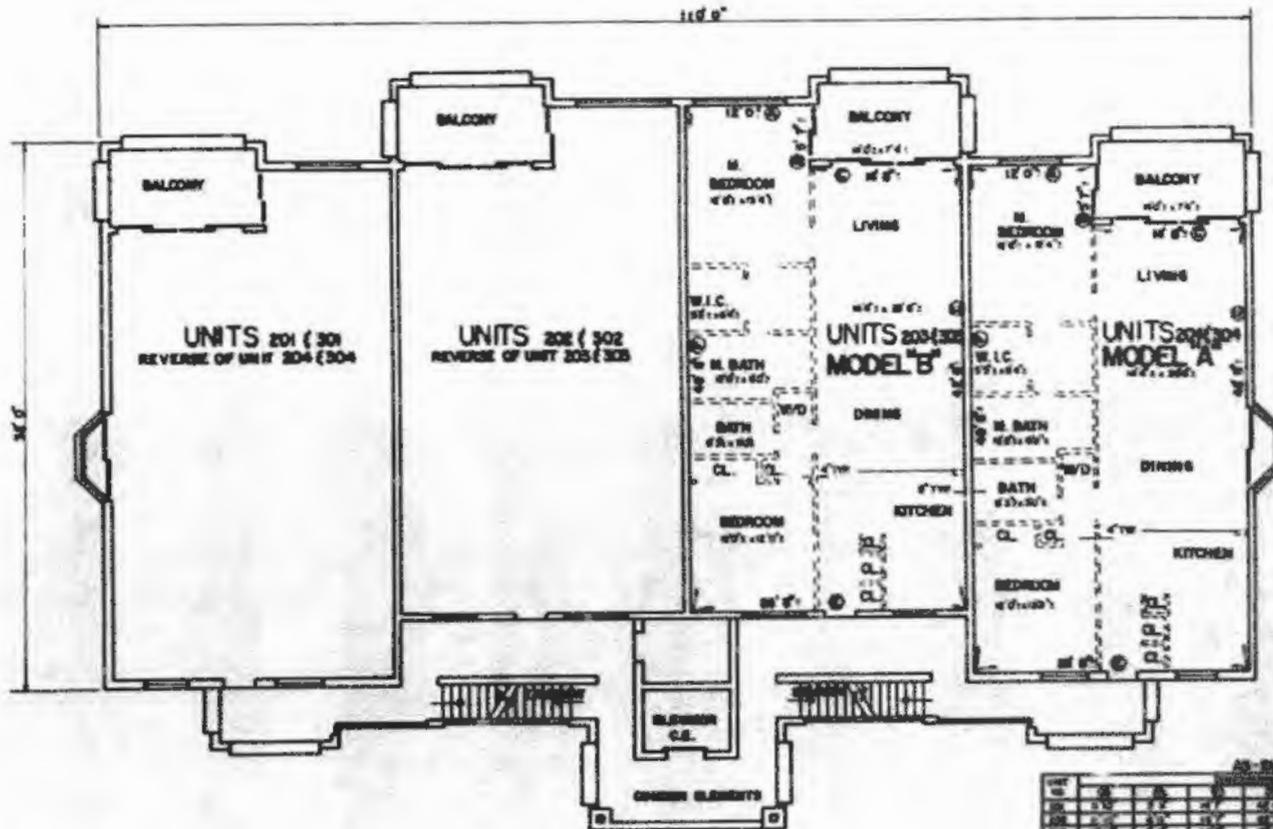
LANDINGS ON LEMON BAY, A CONDOMINIUM

SEC. 8, TWP. 41 S, RGE. 20 E

PHASE I

CHARLOTTE COUNTY, FLORIDA

OR 809 PG 678



SECOND & THIRD FLOOR PLAN
BLDG. "D"

AS-BUILT DIMENSIONS

UNIT	NO.	AREA	PERIMETER	NO. OF ROOMS	NO. OF BATHS	NO. OF BALCONIES	NO. OF STAIRS	NO. OF ELEVATORS
201	301	1,200	140	3	1	1	0	0
202	302	1,200	140	3	1	1	0	0
203	303	1,200	140	3	1	1	0	0
204	304	1,200	140	3	1	1	0	0
205	305	1,200	140	3	1	1	0	0
206	306	1,200	140	3	1	1	0	0

- NOTES:**
1. INTERIOR FINISHES DIMENSIONS AND WALLS SHOWN ARE INFORMATIONAL ONLY, ONLY EXTERIOR DIMENSIONS ONLY ARE CERTIFIED.
 2. AS-BUILT DIMENSIONS AS SHOWN ARE TO THE NEAREST INCH, DUE TO CONSTRUCTION & MATERIAL DIMENSIONS MAY VARY FRACTIONAL TO TIME.

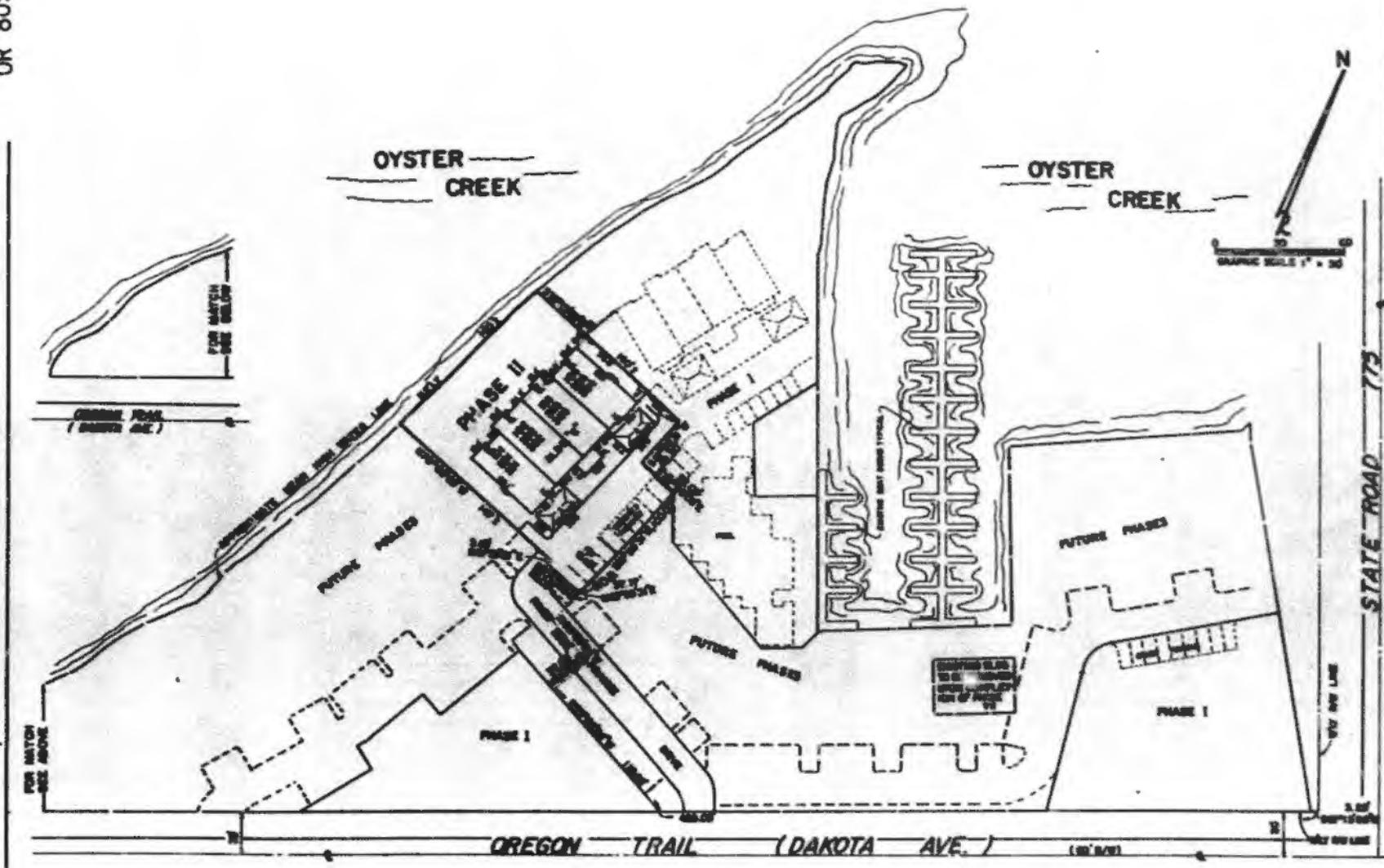
LANDINGS ON LEMON BAY, A CONDOMINIUM

OR 809 PG 679

SEC. 8, TWP. 41 S., RGE. 20 E

PHASE II

CHARLOTTE COUNTY, FLORIDA



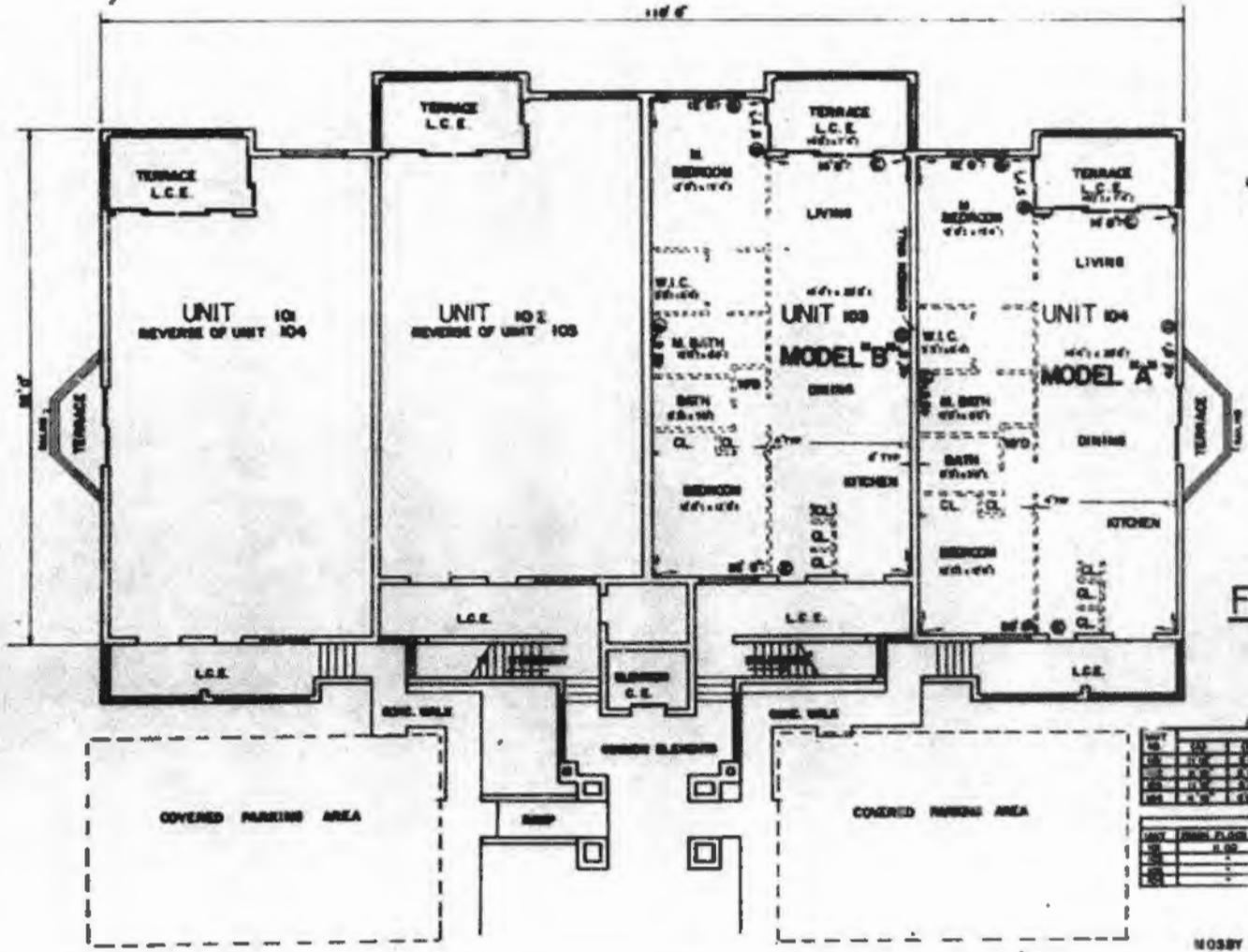
LANDINGS ON LEMON BAY, A CONDOMINIUM

OR 809 PG 680

SEC. 8 TWP. 41 S, RGE. 20 E

PHASE II

CHARLOTTE COUNTY, FLORIDA



NOTES:
 1. EXTERIOR PARTITION DIMENSIONS AND WALLS SHOWN ARE MEASUREMENTS ONLY, UNIT DIMENSIONS DIMENSIONS ONLY ARE GIVEN.
 2. AS-BUILT DIMENSIONS AS SHOWN ARE TO THE HIGHEST MEASUREMENT. DUE TO CONSTRUCTION (SKEWALS) DIMENSIONS MAY VARY FROM THIS TO 1/8".

FIRST FLOOR PLAN
BLDG. "C"

AS-BUILT DIMENSIONS

UNIT NO.	101	102	103	104	101	102
AREA	1,000	1,000	1,000	1,000	1,000	1,000
PERIMETER	100	100	100	100	100	100
PERIMETER	100	100	100	100	100	100
PERIMETER	100	100	100	100	100	100

UNIT	FLOOR	COMMON ELEMENTS
101	101	101
102	102	102
103	103	103
104	104	104

State of Florida



Department of State

OR 809 PG 682

I certify from the records of this office that LANDINGS ON LEMON BAY
PROPERTY OWNERS ASSOCIATION, INC.

is a corporation organized under the laws of the State of Florida,

filed on September 21, 1984.

The document number for this corporation is N05295.

I further certify that said corporation has paid all fees due this
office through December 31, 1984, and its status is active.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
24th day of September, 1984



CER-101

George Firestone
George Firestone
Secretary of State

State of Florida



Department of State

OR 809 PG 683

I certify that the attached is a true and correct copy of the Articles of Incorporation of LANDINGS ON LEMON BAY PROPERTY OWNERS ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on September 21, 1984.

The charter number for this corporation is NO5295.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
24th day of September, 1984



WP-104 CER-101

George Firestone
Secretary of State

ARTICLES OF INCORPORATION

OF

LANDINGS ON LEMON BAY PROPERTY OWNERS ASSOCIATION, INC.
(A NON-PROFIT FLORIDA CORPORATION)

FILED
SEP 21 9 25 AM '84
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I

The name of this corporation is LANDINGS ON LEMON BAY PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II

The purpose for which this corporation is organized is to act as the governing association of the proposed LANDINGS ON LEMON BAY located in Charlotte County, Florida.

ARTICLE III

The qualification of members and the manner of their admission shall be as follows: Any person or persons who hold title in fee simple to a condominium unit in LANDINGS ON LEMON BAY shall by virtue of such ownership be a member of this corporation.

ARTICLE IV

This corporation shall exist perpetually.

ARTICLE V

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

WILLIAM P. MCGINNESS	5710 Clark Road Sarasota, Florida 33583
PHILLIP TARGEE	800 South Osprey Avenue Sarasota, Florida 33577
C. GUY BATSEL	1861 Placida Road Englewood, Florida 33533

ARTICLE VI

The affairs of the corporation are to be managed initially by a Board of three (3) Directors. The Board may be increased to any number not to exceed nine (9). The Directors will be elected each year at the annual meeting of the Condominium Association as provided for in the Bylaws.

ARTICLE VII

The names of the officers who are to serve until the first

OR 809 PG 68H

election or appointment under the Articles of Incorporation are:

WILLIAM F. MCGINNESS	President
PHILLIP TARGEE	Vice President
C. GUY BATSEL	Secretary/Treasurer

ARTICLE VIII

The number of persons constituting the first Board of Directors shall be three (3) and their names and addresses are as follows:

WILLIAM F. MCGINNESS ²	5710 Clark Road Sarasota, Florida 33583
PHILLIP TARGEE ¹	800 South Osprey Avenue Sarasota, Florida 33577
C. GUY BATSEL ⁵	1861 Placida Road Englewood, Florida 33533

ARTICLE IX

The Bylaws of the corporation are to be made, altered or rescinded by the members of the corporation as provided for in the Bylaws or by majority vote of the Board of Directors at a special or regular meeting duly called pursuant to the Bylaws.

ARTICLE X

Amendments to these Articles of Incorporation may be proposed and adopted at any regular or specially called meeting of the members of the Association by a majority vote of all the members. Due notice of the meeting must have been given as provided for in the Bylaws.

ARTICLE XI

Each apartment in the condominium shall have one (1) full vote, which shall be cast by a designated owner as provided for in the Declaration of Condominium.

ARTICLE XII

No part of the net earnings of this corporation shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance, or care of association property or through the rebate of the excess membership dues, fees or assessments.

ARTICLE XIII

The purposes and objects for which this corporation is

organized are any and all purposes to be performed by a corporation not for profit under Chapter 617, Florida Statutes, as same may from time to time be amended. As used herein, the term "corporation not for profit" means a corporation of which no part of the income is distributable to its members, directors and officers. Without limiting the generality of the forgoing, the purposes for which the corporation is organized shall include maintenance, preservation, administration, operation and management of LANDINGS ON LEMON BAY, A Condominium formed pursuant to the Florida Condominium Act, and a Declaration of Condominium to be executed and filed in the office of the Clerk of the Circuit Court of Charlotte County, Florida.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 28th day of August, 1984.

Witnesses:

<u>John B. Thomas</u>	<u>William F. McGinness</u> (SEAL) WILLIAM F. MCGINNESS
<u>Spida A. Page</u>	<u>Phillip S. Targee</u> (SEAL) PHILLIP TARGEE
<u>John B. Thomas</u>	<u>C. Guy Batsel</u> (SEAL) C. GUY BATSEL
<u>Spida A. Page</u>	
<u>Nancy Morris</u>	
<u>Bonnie E. Kasper</u>	

STATE OF FLORIDA :
COUNTY OF Sarasota :

BEFORE ME, the undersigned Notary Public authorized in the State and County aforesaid, personally appeared WILLIAM F. MCGINNESS known to me and known to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

WITNESS my hand and official seal in the State and County aforesaid this 28th day of August, 1984.

James H. Robinson
Notary Public
My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LAW
MY COMMISSION EXPIRES 10/1/84

STATE OF FLORIDA :
COUNTY OF DeSoto :

BEFORE ME, the undersigned Notary Public authorized in the State and County aforesaid, personally appeared PHILLIP TARGEE known to me and known to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

WITNESS my hand and official seal in the State and County aforesaid this 22nd day of August, 1984.

Katherine H. Robinson
Notary Public

My Commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LAW
MY COMMISSION EXPIRES 10-23-84

STATE OF FLORIDA :
COUNTY OF Charlotte :

BEFORE ME, the undersigned Notary Public authorized in the State and County aforesaid, personally appeared C. GUY BATSEL known to me and known to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

WITNESS my hand and official seal in the State and County aforesaid this 7 day of Sept., 1984.

Mary D. Harris
Notary Public

My Commission expires:

Notary Public, State of Florida
My Commission Expires 10-23-84

OR 809 PG 687

CERTIFICATE DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE
FOR THE SERVICE OF PROCESS

In compliance with Section 48.091, Florida Statutes, the following is submitted:

Landings on Lemon Bay Property Owners Association, Inc. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at Englewood, County of Charlotte, State of Florida, has designated C. Guy Batsel, whose street address is 1861 Placida Road, Suite 104, Englewood, County of Charlotte, State of Florida, as its agent to accept service of process within this state.

LANDINGS ON LEMON BAY PROPERTY OWNERS ASSOCIATION, INC.

ACCEPTANCE

Having been designated as agent to accept service of process for the above-named corporation, at the place stated in this certificate, I hereby agree to act in this capacity and to comply with the provision of said law relative to same.

C. Guy Batsel

Registered Agent

FILED
SEP 21 9 07 AM '84
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OR 809 PG 688

BYLAWS

OF

LANDINGS ON LEMON BAY PROPERTY OWNERS ASSOCIATION, INC.

"A corporation not for profit under the laws
of the State of Florida."

ARTICLE I

IDENTIFICATION

1.1) Identify. These are the Bylaws of LANDINGS ON LEMON BAY PROPERTY OWNERS ASSOCIATION, INC., hereinafter called Association in these Bylaws, a corporation not for profit under the Laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on September 21, 1984. The Association has been organized for the purpose of administering a Condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these Bylaws, which condominium is identified by the name LANDINGS ON LEMON BAY and is located upon lands as more particularly described in the Declaration of Condominium in Port Charlotte, Charlotte County, Florida.

1.2) Office. The office of the Association will be located at the corner of State Road No. 775 and Oregon Boulevard, Grove City, Charlotte County, Florida 33533.

1.3) Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.4) Seal. The seal of the corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation not for profit" and the year of incorporation, and the impression of which is as follows:

ARTICLE II

MEMBERS' MEETINGS

2.1) Annual Meeting. The annual meeting of the members shall be held at the condominium during the period from January 1 up to and including May 1 in each calendar year provided there shall be no less than fifteen (15) days' written notice given to each unit owner, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2) Special Meetings. Special meetings of the members shall be held whenever called by the President or Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-half of the votes of the entire membership. Special meetings shall be held for the purposes of enacting a budget exceeding 115% of the assessments for the previous year or recalling and removing a member of the board of administration upon written application of 10% of the unit owners to the board, subject to the requirements of Florida Statutes Chapter 718.112.

2.3) Notice of Meetings. Notice of meetings of the members stating the time and place and objects for which the meeting is

called shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than 14 days nor more than 60 days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after the meetings. Notice will also be given by posting a copy of such notice at a conspicuous place on the condominium property at least 14 days prior to the date of the meeting.

2.4) Quorum. A quorum at meetings of the members shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these Bylaws. If due notice shall be given for a special or regular meeting of the members, but a quorum shall not be present at the scheduled time and place of the meeting, the Board of Directors is expressly authorized to conduct the business of the meeting until such time as a meeting attended by a quorum can be held, provided that the Board of Directors shall use due diligence in renoticing such meeting.

2.5) Voting. In any meeting of members the owners of Units shall be entitled to cast one vote for each unit owned by the member, unless the decision to be made is elsewhere required to be determined in another manner. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy only for the particular meeting designated in the proxy, and must be filed with the secretary of the Association before the appointed time of the meeting, or any adjournment of the meeting.

A proxy may be voted by the individual holding same on any matter which may lawfully come before the meeting.

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

2.8 Order of Business. The order of business at annual meetings of the members, and as far as practical at other meetings of the members, shall be:

- a. Election of Chairman of the meeting.
- b. Calling of the roll and certifying or proxies.

- c. Proof of notice of meeting, or waiver of notice.
- d. Reading and disposal of any unapproved minutes.
- e. Reports of committees.
- f. Reports of Officers. OR 809 PG 691
- g. Election of inspectors of election.
- h. Election of Directors.
- i. Unfinished business.
- j. New business.
- k. Adjournment.

ARTICLE III

DIRECTORS

3.1 Number. The affairs of the Association shall be managed by the Board of not less than three nor more than nine Directors, the exact number to be determined at the time of the election.

3.2 Election of Directors. The election of Directors shall be conducted in the following manner:

a. Election of Directors shall be held at the annual meeting of the members.

b. A nominating committee of two members shall be appointed by the Board of Directors not less than fifteen days prior to the annual meeting of members. The committee shall nominate one person for each Director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

e. Any Director may be removed with or without cause by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

f. Provided, however, that Developer shall be empowered to elect Directors of the Association pursuant to Paragraph 15B of the Declaration of Condominium.

3.3) Term. The term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

3.4) Organization Meeting. The organization meeting of a newly elected Board of Directors shall be held within 10 days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no

further notice of the organization meeting shall be necessary.

3.5) Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting. Meetings of the Board of Directors shall be open to all unit owners and notices of said meetings shall be posted conspicuously on the condominium property 48 hours in advance for the attention of the unit owners except in cases of emergency.

3.6) Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than 24 hours notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the term, place and purpose of the meeting. Special meetings shall be held only in cases of emergency.

3.7) Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

3.8) Quorum. A quorum at Director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.9) Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10) Presiding Officer. The presiding officer of Directors' meetings shall be the Chairman of the Board, if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

3.11) Order of Business. The order of business at Directors' meetings shall be:

- a. Call of Roll.
- b. Proof of due notice of meetings.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers and committees.
- e. Election of officers.
- f. Unfinished Business.
- g. New business.
- h. Adjournment.

3.12) Directors' Fees. Directors' fees, if any, shall be determined by the members. In addition, Directors may be reimbursed for travel expenses incurred in conducting association business in such amounts as may be determined by the members at a special or regular meeting.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1) All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include but shall not be limited to the following:

a. To make and collect assessments against members to defray the costs, expenses and losses of the condominium and association property.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. The maintenance, repair, replacements and operation of the condominium property.

d. The reconstruction of improvements after casualty and the further improvements of the property.

e. To make and amend regulations respecting the use of the property in the condominium.

f. To approve or disapprove proposed transactions in the manner provided by the Condominium Declaration.

g. To enforce by legal means the provisions of applicable laws, the Condominium documents, Declaration of Condominium, the Bylaws of the Association, and the Regulations for the use of the property within the condominium.

h. To contract for management of the condominium and to delegate to such contractor such powers and duties of the Association except as are specifically required by the condominium documents or applicable laws to have approval of the Board of Directors or the membership of the Association.

i. To pay taxes and assessments which are liens against any part of the condominium other than individual units and appurtenances thereto, and to assess the same against the unit subject to such liens.

j. To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.

k. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual units.

l. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

m. To acquire and to enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in lands or facilities whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use and benefit of the unit owners within the Condominium.

n. To contract for the management or operation of portions of the common elements susceptible to separate

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management or operation and to lease such property.

o. To purchase units in the Condominium subject to any restrictions to set forth within the Declaration of Condominium and to acquire and hold, lease, mortgage and convey same.

p. To maintain a class action on behalf of the Association and to settle a cause of action on behalf of the unit owners with reference to matters of common interest.

ARTICLE V

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OFFICERS

5.1) Executive Officers. The executive officers of the Association shall be a President who shall be a Director; a Treasurer; a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2) President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committee from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.3) Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.4) Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practice and he shall perform all other duties incident to the office of Treasurer.

5.5) Compensation. The compensation of all officers and employees of the Association shall be fixed by the Directors. The provisions that Directors' fees shall be determined by members of the Association, nor preclude the contracting with a Director for the management of the condominium.

5.6) Indemnification of Directors and Officers. Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, at the time such expenses were incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance in the performance of his required

duties, provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors shall approve such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At the expense of the Association, the directors are authorized upon majority vote to obtain director's and officer's liability insurance.

ARTICLE VI

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FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1) Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account, and the balance due upon assessment.

6.2) Budget. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association. The budget shall include estimated common expenses and a reasonable allowance for contingencies and reserves less the unneeded fund balances on hand, if any. Copies of the budget and proposed assessments shall be transmitted to each unit owner not less than 30 days prior to the meeting at which the budget will be considered together with notice of that meeting. Such notice shall include the time and place at which the meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to unit owners. If the budget is substantially amended before the assessments are made a copy of the amended budget shall be furnished. The budget shall contain a reserve for capital expenditures pursuant to Fla. Stat. 718.112 (2) (k) (1979).

6.3) The Depository. The depository of the Association shall be such bank or banks in Florida as shall be designated from time to time by the Directors and in which the moneys for the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.4) Audit. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 15 of the year following the year for which the report is made.

6.5) Bonds. Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors. However, the amount of such bonds shall not be less than one-half or one-third of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

ARTICLE VII

PARLIAMENTARY RULES

7.1) Roberts' Rules of Order (latest edition) shall govern

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ARTICLE VII

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the conduct of Association meetings, when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

ARTICLE VIII

AMENDMENTS

8.1) Amendments. Amendments to the Bylaws shall be proposed in the following manner.

a. 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.

b. A resolution adopting a proposed amendment must receive approval of 66% of the votes of the membership of the Board of Directors and 51% of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendments may express their approval in writing.

c. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other.

d. When an amendment has been so adopted, a copy of same shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed when such certificate and copy of amendment are recorded in the Public Records of Charlotte County, Florida.

e. These Bylaws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.

f. Weight of votes cost by members of the Association shall be one vote for each unit.

g. When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by expressed provision of applicable laws, the Condominium Declaration, the Articles of Incorporation, or by the Bylaws a different percentage is required, in which case such expressed provision shall govern and control the decision of such meeting.

h. In lieu of the foregoing requirements stated in subparagraphs a through g, the Board of Directors may amend the Bylaws at special or regular meeting called therefor.

THE FOREGOING were adopted as the Bylaws of a corporation not for profit, under the Laws of the State of Florida, at the first meeting of the Board of Directors on _____, 19__.

Secretary

APPROVED:

President

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RULES AND REGULATIONS

LANDINGS ON LEMON BAY PROPERTY OWNERS ASSOCIATION, INC.

LANDINGS ON LEMON BAY, A CONDOMINIUM

The following Rules and Regulations shall govern and control the use, occupancy and enjoyment of the Condominium parcel and Condominium property; the aforesaid Rules and Regulations being for the mutual welfare and benefit of all Unit Owners of LANDINGS ON LEMON BAY, A CONDOMINIUM. These Rules and Regulations furthermore apply to all persons from time to time occupying, residing and visiting Units within and without the LANDINGS ON LEMON BAY, A CONDOMINIUM property.

1. Each unit owner shall park his/her automobile or other personal transportation vehicle in the covered parking space designated by the Developer or the Association as a limited common element for the exclusive use of each unit. Otherwise, automobiles, bicycles and other vehicles may be parked only in the areas provided and designated for those purposes. Recreational vehicles and commercial vehicles used for business purposes (other than automobiles) shall not be parked on the condominium property.

2. Use of the recreational facilities will be in such manner as to respect the rights of other unit owners.

3. No radio or television antenna nor any wiring for any purpose may be installed on the exterior of the building without the written consent of the Association.

4. No signs, flags, pennants, advertisements, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the condominium property visible from the exterior or common areas without the prior written consent of the Association.

5. No washlines will be erected outside an owner's unit. With regard to washlines, outside an owner's unit shall include any porch or balcony which is a part of a unit. No unit owner shall discard or permit any items to fall from the windows or

balconies.

6. All common areas inside and outside the building will be used for their intended purposes and no articles belonging to unit owners shall be kept therein or thereon and such areas shall at all times be kept free of obstruction.

7. All units shall be used for residential purposes only.

8. Disposition of garbage and trash shall be only by the use of the receptacles or trash chutes contained in each building or by the use of receptacles approved by the Board of Directors.

9. No owner may make or permit any disturbing noises or improper use of the premises whether made by himself, his family, friends, servants, renters, or lessees nor do or permit anything to be done by such persons which will interfere with the rights, comfort and convenience of other owners. No owner may play or allow to be played in a loud manner any musical instrument, phonograph, radio or television set in his unit between the hours of 11:00 P.M. and the following 8:00 A.M. if the same shall disturb or annoy other occupants of the condominium.

10. There shall be no minimum age of children that shall be permitted to reside in the condominium. The activities and behavior of all children whether residents or visitors when upon the condominium property shall be regulated by an adult including physical supervision where necessary. The directors or their designated representative, shall at all times have the authority to require that the owner, renter, lessee, guest or other adult who is responsible for a particular child to remove him from any common area if the child's conduct is such that they believe this action is necessary. In no event shall children under the age of twelve (12) years be permitted in the pool unaccompanied by an adult.

11. Nothing shall be hung from the windows or balconies or placed upon the the window sills. Neither shall any rugs or mops be shaken out from any of the windows or doors.

12. The Association and the Management Company, if contracted for, may retain a pass key to the premises. No unit

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owner shall alter any lock or install a new lock or a knocker on any door without the written consent of the Board of Directors. In case such consent is given, the unit owner shall provide the Association and the Management Corporation pursuant to its right of access to the premises.

13. The floor surfaces of all units shall be covered with carpeting, vinyl tile, or some other resilient floor covering to prevent the transmission of noise from one unit to another.

14. These rules and regulations shall apply equally to owners, their family, guests, renters and lessees.

15. Swimming shall not be permitted in the pool after 11:00 o'clock in the evening without prior approval of the the Board.

16. Pets will be permitted only upon prior approval of the Board of Directors. If the Board of Directors shall determine that any pet has become a nuisance to other unit owners, the pet shall be removed from the premises. Pets shall be leashed at all times when upon the common areas.

17. The Developer retains the right to modify or make exceptions to these rules and regulations or to promulgate additional rules and regulations. The right to modify as mentioned above, is limited to the term of Developer's management and is subject to the approval of institutional mortgagees. Thereafter, the LANDINGS ON LEMON BAY PROPERTY OWNERS ASSOCIATION, INC., shall have the right to amend these rules and regulations by a majority vote of the Board of Directors.

18. Unit owners shall not drill through slabs for any reason, unless prior approval is obtained from the Board of Directors.

19. Unit owners shall not paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony or any exterior surface; place any sunscreen, blind or awning on any balcony or exterior opening; place draperies or curtains at the windows of any unit without a solid, colored liner, acceptable in color to the board of directors, facing the exterior of the unit; tint, color or otherwise treat or apply anything to any window

which will adversely affect the uniform exterior appearance of the building in the opinion of the board; plant any planting outside of a unit except upon written approval of the landscaping plan by the Board of Directors of the association; erect any exterior lights or attach any structures or fixtures within the common elements.

20. Leasing or renting of an apartment by an owner (directly or through an agent), for a period of less than one (1) week is prohibited. When a lease is contemplated for a period which is more than one (1) year, the unit owner shall, before commencement of the lease term, furnish in writing to the Association the name and permanent residence address of the proposed tenant, the lease terms and other information relative thereto, and obtain the approval of such lease by the Board of Directors of the Association or its designated representatives. Approval shall not be unreasonably withheld, however, no such lease until so approved shall be valid.

The lease must contain a statement to the effect that it incorporates by reference all of the condominium documents including, but not limited to, the Declaration of Condominium, the Articles of Incorporation and Bylaws of the LANDINGS ON LEMON BAY CONDOMINIUM PROPERTY OWNERS ASSOCIATION, INC., and the Rules and Regulations of LANDINGS ON LEMON BAY CONDOMINIUM.

In the event a tenant violates the rules and regulations of the Association relating to the normal use and occupancy of the unit within the condominium or use and occupancy of a common element or limited common element, then in such event the Association shall have the right to terminate and cancel the lease and to bring appropriate legal proceedings when necessary to complete eviction. The cost involved in an eviction action, including the cost of a reasonable attorney's fee, shall be the obligation of the tenant and the owner, jointly and severally.

21. The prior approval of the Board of Directors is required in the event musical groups are desired to be used in the recreational/meeting building.

The foregoing Rules and Regulations numbered 1 through 21,
inclusive are hereby agreed to be followed this ____ day of
_____, 198__.

Unit Owner

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