

Bahia Mar Apartments, Inc.

Documents

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DECLARATION OF CONDOMINIUM

ARTICLES OF INCORPORATION

BYLAWS

AMENDMENTS

FREQUENTLY ASKED QUESTIONS AND ANSWER SHEET

BAHIA MAR APARTMENTS

A Condominium

Venice, Florida

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Declaration of Condominium

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FILED AND RECORDED
ROBERT W. ZINN, CLERK
SARASOTA CO., FLA.

252093

DECLARATION OF CONDOMINIUM

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OF

252093

BAHIA MAR APARTMENTS

Made this 6th day of June 1966, by BAHIA MAR, INC., a Florida corporation, herein called Developer, for itself, its successors, grantees and assigns, to its grantees and assignees and their heirs, successors and assigns,

WHEREIN, the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to the condominium form of ownership and use.

.1 The land. The lands which are hereby submitted to the condominium form of ownership are the certain lands lying in Sarasota County, Florida, as said lands are described in the Addendum attached hereto and made a part hereof as though fully set forth herein, which lands are herein called "the land," and upon which Developer proposes to construct a multi-family residential community designated as BAHIA MAR APARTMENTS, a condominium.

.2 Condominium. Condominium is that form of ownership under which the units of a building intended for independent use are owned by different owners in fee simple, and the parts of the building other than such units, as well as the land, are owned by such owners in undivided shares as tenants in common, which undivided shares are appurtenances to the respective units of the building.

.3 Condominium documents. The documents by which the condominium will be established, and which are referred to in said documents as "the condominium documents" are the following:

(a) This Declaration of Condominium, herein called Declaration, which sets forth the nature of the property rights in the condominium and the covenants running with the land which govern these rights. All of

the other condominium documents shall be subject to the provisions of the Declaration.

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(b) Articles of Incorporation of BAHIA MAR APARTMENTS, INC., a corporation not for profit, by which the owners of apartments will administer the condominium.

(c) Bylaws of BAHIA MAR APARTMENTS, INC.

(d) Warranty Deeds by which Developer will convey the apartments with appurtenances.

Definitions. As used in this Declaration and the other condominium documents, unless the context otherwise requires:

.1 Apartment means a part of an apartment building capable of any type of independent use, including one or more rooms or enclosed spaces, as well as open spaces located on one or more floors (or part or parts thereof), and with a direct exit to a public street or highway or to a common area leading to such street or highway. When used in a conveyance of an apartment, and elsewhere when the context permits, the word "apartment" shall include the appurtenances thereto which are elsewhere described.

.2 Apartment building means a building containing one or more apartments which is located upon the land.

.3 Apartment owner means the person or persons owning an apartment in fee simple.

.4 Apartment number means the number, letter or combination thereof or other designation which is established of record in a condominium deed as an identification of an apartment.

.5 Assessment means an apartment owners' pro rata share of the common expenses which from time to time is assessed against an apartment owner by the Association in the manner herein provided.

.6 Association means BAHIA MAR APARTMENTS, INC. and its successors through which all of the apartment owners act as a group in accordance with this Declaration and the other condominium documents.

.7 Common areas means portions of the land not to be occupied by apartment buildings, and portions of apartment buildings which are occupied or used by more than one apartment owner.

.8 Common elements includes within its meaning the following items:

- (a) The land, contained in Parcel "A".
- (b) All parts of an apartment building not included within the apartments.
- (c) All improvements not included within an apartment building.
- (d) Easements.
- (e) Installations for the furnishing of utility services to more than one apartment, or to an apartment other than the apartment containing the installation concerned, such as but not limited to, electric power, gas, hot and cold water, heating, refrigeration, air-conditioning, garbage and sewage disposal, which installations shall include ducts, plumbing, wiring and other facilities for the rendering of such services.
- (f) The personal property and installations in connection therewith required for the furnishing of services to more than one apartment, such as but not limited to, tanks, pumps, motors, fans, compressors.
- (g) The tangible personal property required for the maintenance and operation of the condominium property.
- (h) All other portions of the property which are rationally of common use or necessary to the existence, upkeep and safety of the condominium.
- (i) Ninety-nine (99) year leasehold interest in Parcel "B".

.9 Common expenses means and includes:

- (a) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of apartments which are the responsibility of the Association.

(b) Expenses agreed upon as common expenses by the Association.

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(c) Expenses declared common expenses by provisions of this Declaration or other condominium documents.

.10 Warranty Deed means the instrument by which the apartments in an apartment building constructed or to be constructed upon the land, together with the appurtenances thereto, are conveyed to apartment owners.

.11 Condominium property means and includes the land, apartment buildings and the apartments therein, all improvements and structures upon the land, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, which have been or are intended to be submitted to the provisions of this Declaration.

.12 Developer means BAHIA MAR, INC.

.13 Majority or "majority of apartment owners" means apartment owners with 51% or more of the votes assigned in the condominium documents to the apartment owners for voting purposes. Reference to other percentages of apartment owners shall mean the stated percentage of such votes.

.14 Parcel means one of the tracts into which the land is divided by the Plat which is Exhibit "A".

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

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

3. The Condominium. The condominium to which the land is hereby submitted and which shall be known as BAHIA MAR APARTMENTS shall be constituted as follows:

.1 Development Plan. BAHIA MAR APARTMENTS will be developed in the following manner:

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(a) Parcels. The land is divided into two (2) parcels identified by capital letters.

(b) Improvements. The improvements constructed and which are permitted to be constructed upon the land are as follows:

(1) Apartment Building. The condominium shall consist of 20 apartments in an apartment building, which apartments will be numbered; such apartment numbers being those shown upon the Plat which is Exhibit "A". The building and number of apartments allowed are as follows:

(i) One five-story building containing four apartments upon each floor, for a total of 20 apartments, said building being constructed on Parcel "A".

(ii) Such apartment building constructed must be substantially in accordance with the plans and specifications, No. A1, A2, A3, A4, dated 4/22/66 revised 5/18/66, 1966, prepared by Frank Folsom Smith, architect, or plans and specifications approved by Leonard R. Corcoran while he is President of Developer, or plans and specifications approved by the Board of Directors of the Association, which approvals shall not be unreasonably withheld.

(c) Common Element Improvements. Each apartment owner will receive with his purchase of an apartment an interest in a ninety-nine year lease to an undivided one-twentieth (1/20) interest to Parcel "B", as shown upon the Plat which is Exhibit "A", and which will be part of the common elements. The developer will cause to be constructed upon such parcel certain paved driveways, parking lot and recreational facilities. The recreational facilities to be constructed upon such parcel shall include, but not be limited to the following: general recreational area, including beach and Gulf swimming area.

.2 Apartments. The apartments shall be constituted as follows:

(a) Real Property. Each apartment, together with all appurtenances thereto, shall for all purposes 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 condominium property, subject only to the provisions of the condominium documents.

(b) Possession. Each apartment owner shall be entitled to the exclusive possession of his apartment.

(c) Boundaries. Each apartment shall include all of the apartment building within the boundaries of the apartment, which boundaries are defined in Exhibit "A" attached hereto.

(d) Appurtenances. The ownership of each apartment shall include, and there shall pass with each apartment as appurtenances thereto, whether or not separately described, all of the rights, title and interest of an apartment owner in the condominium property which shall include, but not be limited to:

(1) Common Elements. An undivided one-twentieth (1/20) share in the common elements, including but not limited to the parcel upon which the apartment building is located (Parcel "A"), and all parts of such building not included within the apartment; and Parcel "B" under the provisions of the 99-year Lease to each apartment owner; and in the event of the termination of the Association, each apartment owner's interest in the common elements shall include an undivided 1/20th share thereof including, but not limited to fee simple title to Parcel "A" and each apartment owner's interest as a lessee in Parcel "B".

(2) Easements for the benefit of the apartment.

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

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

(e) Easement to air space. The appurtenances shall include an exclusive easement for the use of the air space occupied by the apartment as it exists at any particular time and as the apartment may be altered or reconstructed from time to time, which easement shall be terminated automatically

in any air space which is vacated from time to time.

(f) Cross-easements. The appurtenances shall include the following easements from each apartment owner to each other apartment owner and to the Association:

(1) Ingress and Egress. Easements through the common areas for ingress and egress.

(2) Maintenance, repair and replacement. Easements through the apartments and common elements for maintenance, repair and replacement of the apartments and common elements, such access to the apartments shall be only during reasonable hours, except that access may be had at any time in case of emergency.

(3) Support. Every portion of an apartment contributing to the support of the apartment building shall be burdened with an easement of support for the benefit of all other apartments and common elements in the building.

(4) Utilities. Easements through the apartments and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other apartments and the common elements; provided, however, that such easements through an apartment shall be only according to the plans and specifications for the apartment building or as the building is constructed, unless approved in writing by the apartment owner.

(g) Maintenance. The responsibility for the maintenance of an apartment shall be as follows:

(1) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(i) All portions of the apartment, except interior wall surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building, interior boundary walls of apartments, and load-bearing columns.

(i) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the apartment contributing to the support of the building or within interior boundary walls; and all such facilities contained within an apartment which service part or parts of the condominium other than the apartment within which contained.

(ii) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

(2) By the apartment owner: The responsibility of the apartment owner

shall be as follows:

(i) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(ii) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(iii) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

(h) Alteration and improvement. No apartment owner shall make any alterations in the portions of the apartment and apartment building 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 apartment building, or impair any easement, without first obtaining unanimous approval of all owners of other apartments in the same building and the approval of the Board of Directors of the Association.

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

(a) Shares of apartment owners. The shares of apartment 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. No such change shall affect the lien of prior recorded mortgages or liens.

(b) Appurtenant to apartments. The shares of an apartment owner in the common elements are appurtenant to the apartment owned by him. None of the appurtenances may be separated from the apartment to which they appertain, and all of the appurtenances shall be deemed to be conveyed or encumbered or to otherwise pass with the apartment, whether or not expressly mentioned or described in a conveyance or other instrument describing the apartment.

(c) Covenant against partition. In order to preserve the condominium, the common elements shall remain undivided and no apartment owner nor any other person shall bring any action for partition or division of the whole or any part thereof of the common elements so long as the apartment building in useful condition exists upon the land.

(d) Non-exclusive possession. Each apartment 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 apartment owners.

(e) Maintenance and operation. The maintenance and operation of the common elements, including Parcel "B", shall be the responsibility and the expense of the Association; provided, however, that in case of emergency and in order to preserve the property or for the safety of the occupants, an apartment owner may assume the responsibility therefor, and he shall be relieved of liability for his acts performed in good faith and he shall be reimbursed for his expense by the Association when approved by its Board of Directors.

(f) Alteration and improvement. After the construction of the apartment building, there shall be no alteration of such building nor further improvement of the parcel upon which the building is located, without prior approval in writing of all of the owners thereof and of the Board of Directors of the Association. After the completion of the improvements included in the common elements which are contemplated by this Declaration, there

shall be no alteration or further improvement of the common elements, including but not limited to Parcel "B", without prior approval in writing of all of the apartment owners provided, however, that any alteration or improvement of the common elements bearing the approval in writing of not less than 75% of the apartment owners and which does not prejudice the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the cost thereof. There shall be no change in the shares and interests of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

.4 Assessments. Assessments against the apartment owners shall be made by the Association and shall be governed by the following provisions:

(a) Share of Expense. Common Expenses - Each apartment owner shall be liable for his share of the common expenses, and any common surplus shall be owned by each apartment owner in a like share, such share being the same as his undivided share in the common elements as shown in Section 3.2 (d) (1) above.

(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 apartment owners to the Association in the proportions set forth in the provision of the condominium documents authorizing the assessment.

(c) Accounts. All sums collected by the Association from assessments may be co-mingled in a single fund, but they shall be held for the apartment 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. Such 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) Reconstruction and Repair Account - to which shall be credited all sums collected for reconstruction and repair assessments.

(4) Emergency Account - to which shall be credited all sums collected for emergencies.

(c) Assessments for Common Expenses. Assessments for common expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding for which the assessments are made, and at such other and additional times as in the judgment of the Board of Directors, additional common expenses assessments are required for the proper management, maintenance and operation of the common elements. Such annual assessments shall be due and payable in 12 equal consecutive monthly payments, on the first day of each month, beginning with January of the year for which the assessments are made. The total of the assessments shall be in the amount of the estimated common expenses for the year, including a reasonable allowance for contingencies and reserves, less the amounts of unneeded common expense account balances and less the estimated payments to the Association for defraying the costs of the use of common elements. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date, until changed by a new assessment.

(e) Other assessments shall be made in accordance with the provisions of the condominium documents; and if the time of payment is not set forth in the condominium documents, the same shall be determined by the Board of Directors of the Association.

(f) Assessments and Emergencies. Assessments for common expenses of emergencies which cannot be paid from the common expense account shall be made only by the Board of Directors of the Association.

(g) Assessments for Liens. All liens of any nature, including taxes and special assessments levied by governmental authority, which are a lien upon more than one apartment or upon any portion of the common elements, shall be paid by the Association as a common expense and shall be assessed against the apartments in accordance with the shares of the apartments concerned, or charged to the common expense account, whichever in the judgment of the Board of Directors is appropriate.

(h) Assessment Roll. The assessments against all apartment owners shall be set forth upon a roll of the apartments which shall be available in the office of the Association for inspection at all reasonable times by apartment owners or their duly authorized representatives. Such roll shall indicate for each apartment the name and address of the owner or owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate made by the Association as to the status of an apartment owner's assessment account shall limit the liability of any person for whom made, other than the apartment owner. The Association shall issue such certificates to such persons as an apartment owner may request in writing.

(i) Liability for Assessments. The owners of an apartment and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any common element, or by abandonment of the apartment for which the assessments are made. A purchaser of an apartment at a judicial or foreclosure sale, or a first mortgagee who accepts a deed in lieu of foreclosure, shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquires title.

(j) Lien for Assessments. The unpaid portion of an assessment which is due shall be secured by a lien upon:

(1) The apartment and all appurtenances thereto, when a notice claiming the lien has been recorded by the Association in the public records of Sarasota County. The Association shall not, however, record such claim of lien until the assessment is unpaid for not less than 20 days after it is due.

(2) All tangible personal property located in the apartment except that such lien shall be subordinate to prior bona fide liens of record.

(k) Collection

(1) Interest; application of payments. Assessments and installments thereof paid on or before 10 days after the date when due shall not bear interest, but all sums not paid on or before 20 days after the date when due shall bear interest at the rate of 10% per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

(2) Suit. The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments, or by any other competent proceeding; and in either event, the Association shall be entitled to recover in the same action, suit or proceeding 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 action, suit or proceeding including, without limiting the same, to reasonable attorneys' fees.

.5 Administration. The administration of the condominium and property, including but not limited to the acts required of the Association by the condominium documents, shall be governed by the following provisions:

(a) BAHIA MAR APARTMENTS, INC. The Association shall be incorporated under the name BAHIA MAR APARTMENTS, INC., as a corporation not for profit under the laws of the State of Florida under Articles of

Incorporation, a copy of which is attached as Exhibit "B". Any other form of organization for the Association may be substituted with unanimous approval of the members.

(b) The Bylaws of the Association shall be in the form attached as Exhibit "C," until such are amended in the manner provided by the Bylaws.

(c) The duties and powers of the Association shall be those set forth in the condominium documents, together with those reasonably implied to effect the purposes of the Association and condominium. Such powers and duties shall be exercised in the manner provided by the condominium documents.

(d) Notice for any purpose may be given by the Association to apartment owners and by apartment owners to the Association, in the manner provided for notice to members of the Association by the Bylaws of the Association.

(e) Limitation of Liability. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by any latent condition of the property to be maintained and repaired by the Association nor for injury or damage caused by the elements or other owners or persons.

(f) Trust. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the apartment owners and for the purposes herein stated.

4. Insurance. The insurance other than title insurance which shall be carried upon the condominium property shall be governed by the following provisions:

- .1 Authority to purchase. Except builder's risk and other required insurance furnished by Developer during construction, all insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the apartment owners and their mortgagees, as their interests may appear, and provision shall be

made for the issuance of certificates of mortgage endorsements to the mortgagees of apartment owners. Such policies and endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

.2 Coverage.

- (a) Casualty. All buildings and improvements upon the land and all personal property included in the condominium property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:
 - (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement.
 - (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to vandalism and malicious mischief.
- (b) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile coverages, and with cross-liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.
- (c) Workmen's compensation policy to meet the requirements of law.

.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account or to apartment building expense accounts, as shall be appropriate.

.4 Assured. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to any bank in Florida with trust powers, as may be approved by the Board of Directors of the Association, which trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

- (a) Common Elements. Proceeds on account of damage to common elements, an undivided share for each apartment owner for each apartment owned by him as set forth in Section 3.2(d)(1).
 - (b) Apartments. Proceeds on account of apartments shall be held in the following undivided shares:
 - (1) Partial destruction when the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner.
 - (2) Total destruction of the building or when the building is not to be restored - for owners of all apartments in the building, each owner's share being in proportion to his share in the limited common elements appurtenant to his apartment.
 - (c) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner, as their interests may appear.
- .5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:
- (a) Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.
 - (b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by him.
 - (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by him.
 - (d) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution.

.6 Association as Agent. The Association is hereby irrevocably appointed agent for each apartment owner to adjust all claims arising under insurance policies purchased by the Association.

5. Reconstruction or Repair after Casualty.

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

(a) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Apartment Building.

(1) Partial Destruction. If the damaged improvement is part of an apartment building, the damaged property shall be reconstructed or repaired if any apartment in the damaged building is tenable.

(2) Total Destruction. If an apartment building is so damaged that no apartment therein is tenable, the building shall not be reconstructed unless the owners of one-half of the number of apartments in the destroyed building shall so agree in writing within 60 days after the casualty.

(3) Plans and Specification. Any such reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld.

(c) The Condominium. Provided, however, that if 75% of the number of apartments in each apartment building which has been constructed are not tenable, then the damaged property will not be reconstructed or repaired unless within 60 days after the casualty, the owners of 75% of the apartments which shall have been constructed upon the land agree in writing to such reconstruction or repair. For this purpose the owner of an apartment building site upon which no apartment building has been constructed nor started shall not be considered as an apartment owner.

(d) Certificate. The Insurance Trustee may rely upon a certificate of the Association to determine whether or not the damaged property is to be reconstructed or repaired. In applying the percentage of apartments whose owners must join in an agreement to reconstruct, if the result includes a fraction of an apartment, such fraction shall be construed to mean a whole apartment.

- .2 Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

- .3 Estimates of Costs. Immediately after a casualty causing damage to property for which the Association shall have the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty, or, in case of an apartment building, in some other condition if such is required by agreement of the owners of all apartments therein and such is approved by the Board of Directors of the Association.

- .4 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against the apartment owners who own the damaged property, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. If at any time during construction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged property, and against all apartment owners in the case of damage to general common elements, in sufficient amounts to provide funds for the payment of such costs.

- .5 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:
 - (a) Association. If the amount of the estimated costs of reconstruction and repair of a particular building or other improvement exceeds the total of the annual assessments for common expenses made on account of such property during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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

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

- (2) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair of a particular building or other improvement which is the responsibility of the Association is less than the total of the annual assessments for common expenses made on account of such property during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

- (3) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair of a particular building or other improvement which is the responsibility of the Association is more than the total of the annual assessments for common expenses made on account of such property during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs, in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

- (4) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the apartment owners who are the beneficial owners of the fund.

- (5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided, that when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

.1 Anticipated Assessments. It is anticipated that taxes and special assessments upon the condominium property will be assessed by the taxing authorities as follows:

- (a) Upon each apartment - to the owner of the apartment.
- (b) Upon Parcel "A" - to the Association.
- (c) Upon Parcel "B" - to the landlord, but payable by Lessees.

.2 The assessment of each of the apartments for taxes and special assessments by governmental bodies may be done in the following manner:

(a) Determination of value. The total value for the tax or assessment roll for the property shall be determined without regard to the apartments against which taxes and assessments ultimately are to be levied.

(b) Allocation of Assessments to Apartments. The assessment for each apartment shall be the apartment's respective share of the assessment of the property.

(c) Certificate. Any Tax Assessor may rely upon a Certificate of the Association as to the share of each apartment and upon request or whenever appropriate, the Association shall issue such Certificate.

.3 During any period of time the taxes and special assessments upon the property or any portion thereof are not assessed to apartments as aforesaid, the taxes and assessments not separately assessed to apartments shall be included in the budget of the Association and shall be paid by the Association. The Association shall assess each apartment owner in accordance with the manner hereinabove set forth for allocation of taxes and special assessments by Tax Assessors.

.4 Return for Taxation. No apartment owner shall make a return for taxation which is inconsistent in any manner with the provisions hereof; and if any such return is made, it shall be void. The Association shall make a return of all property for taxation in the names of the respective apartment owners returning for each a share determined in the manner hereinabove provided for allocation of the assessments by Tax Assessors.

USE RESTRICTIONS

7. Use Restrictions. The use of the property of the condominium

shall be in accordance with the following provisions:

SINGLE FAMILY RESIDENCES

.1 Single Family Residences. The condominium property shall be

used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the apartments for which provision is made by the condominium documents shall be occupied only by a single family as its residence and for no other purpose.

NUISANCES

.2 Nuisances. No nuisances shall be allowed upon the condom-

inium property, nor any use or practice which is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist.

LAWFUL USE

.3 Lawful Use. No immoral, improper, offensive or unlawful

use shall be made of the condominium property, nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

LEASING

.4 Leasing. Entire apartments may be rented, provided the

occupancy is only by the lessee and his family and is for not less than one month and no more than ten months out of any consecutive twelve months.

No rooms may be rented and no transient tenants accommodated.

REGULATIONS

.5 Regulations. Reasonable regulations concerning the use of

the condominium property may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium, upon request.

8. Conveyances. In order to assure a community of congenial residents and thus protect the value of the apartments, the sale, leasing and mortgaging of apartments by any owner other than the Developer shall be subject to the following provisions, so long as any apartment building in useful condition exists upon the land:

.1 Sale or Lease. No apartment owner may dispose of an apartment or any interest therein by sale or by lease for a term of more than 10 months out of any consecutive 12 months, without approval of the Association, except to an apartment owner. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval of all occupants of the apartment. The approval of the Association shall be obtained in the manner hereinafter provided; EXCEPT, the provisions of this Section 8 entitled Conveyances shall not apply to a transfer to or a purchase by a bank, life insurance company, or federal savings and loan association which acquires its title as the result of owning a first mortgage upon the apartment concerned, and this shall be so whether the title is acquired by a deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquired its title.

(a) Notice to Association. An apartment owner intending to make a bona fide sale or a bona fide lease for a term of over 10 months of his apartment, or any interest therein, shall give notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Association may reasonably require, and the terms of the proposed transaction.

(b) Election of Association. Within 30 days after receipt of such notice, the Association must either approve the transaction, or furnish a purchaser or lessee approved by the Association who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association

may have not less than 30 days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned, as elsewhere stated. The approval of the Association shall be in recordable form and shall be delivered to the purchaser or lessee and recorded in the Public Records of Sarasota County, Florida.

.2 Mortgage. No apartment owner may mortgage his apartment or any interest therein without the approval of the Association, except to a bank, life insurance company or a federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

.3 Liens.

(a) Protection of Property. All liens against an apartment other than those provided for herein and those 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 an apartment shall be paid before becoming delinquent.

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

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

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

.4 Judicial Sales. No judicial sale of an apartment nor any interest therein shall be valid unless:

(a) Approval of Association. The sale is to a purchaser approved by the Association, which approval shall be in recordable form

and shall be delivered to the purchaser and recorded in the Public Records of Sarasota County, Florida; or

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(b) Public Sale. The sale is a public sale with open bidding.

.5 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

9. Compliance and Default . Each apartment owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto, and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

.1 Legal Proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be ground for relief, which relief may include, but shall not be limited to, an action to recover sums due for damages or injunctive relief, or both, and which actions may be maintained by the Association, or in a proper case by an aggrieved apartment owner.

.2 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances.

.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

.4 No Waiver of Rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

10. Amendment. Except for alterations in the shares of apartment owners in the common elements, for which provision is elsewhere made, the condominium documents may be amended in the following manner:

.1 Declaration of Condominium. Amendments to the Declaration shall be proposed and adopted in the following manner:

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

(b) Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association, or by the apartment owners meeting as members of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other. Directors and apartment owners not present at the meetings considering the amendment may express their approval in writing. Such approvals must be by all of the Directors and by not less than 75% of the members of the Association.

(c) Recording. A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Sarasota County, Florida.

.2 Association Charter and Bylaws. The Articles of Incorporation and the Bylaws of the Association shall be amended in the manner provided by such documents.

.3 Proviso. Provided, however, that no amendment of any condominium document shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent.

11. Termination. The condominium shall be terminated in the following manner:

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.1 Agreement. The termination of the condominium may be effected by unanimous agreement of the apartment owners and first mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such agreement has been recorded in the Public Records of Sarasota County, Florida.

.2 Destruction. In the event it is determined in the manner elsewhere provided that the condominium property shall not be reconstructed after casualty, the condominium plan of ownership will be terminated and the condominium documents revoked. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Sarasota County, Florida.

.3 Shares of Apartment Owners after Termination. After termination of the condominium, the apartment owners shall own the property as tenants in common except as to Parcel "B", in undivided shares, and the holders of mortgages and liens against the apartment or apartments formerly owned by such apartment owners shall have mortgages and liens upon the respective undivided shares of the apartment owners. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the apartment owners and their first mortgagees in proportion to the amount of the assessments paid by each apartment owner. The costs incurred by the Association in connection with a termination shall be a common expense.

.4 Following termination, the property may be partitioned and sold upon the application of any apartment owner. If the Board of Directors, following a termination, by not less than a three-fourths vote determines to accept an offer for the sale of the property, each apartment 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 thereto.

.5 The members of the Board of Directors, acting collectively as agent for all apartment owners, shall continue to have such powers as in this section are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

12. Covenants Running with the Land. All provisions of the condominium documents shall be construed to be covenants running with the land, and with every part thereof and interest therein, including but not limited to every apartment and the appurtenances thereto; and every apartment owner and claimant of the land or of 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.

13. Statutory Authority. This condominium is hereby created pursuant to the authority to do so established in Chapter 711, Florida Statutes, 1963, and this Declaration is filed in accordance with its provisions. In the event that such law shall be found unconstitutional or be repealed, this Declaration and the condominium form of ownership created hereby shall nevertheless endure and continue until extinguished as provided for herein.

14. Apartment Transfers. Any transfer of an apartment shall include all appurtenances thereto, whether or not specifically described, including but not limited to the apartment owner's share in the common elements, easements, Association membership and interests in funds and assets held by the Association. Any transfer of an apartment must also include a specific assignment of the apartment owner's ninety-nine (99) year lease to an undivided 1/20 interest in Parcel "B". A deed and assignment of lease shall be sufficient if substantially in the forms which are attached hereto as Exhibits "D" and "E" respectively.

15. Severability. The invalidity of any covenant, restriction or other provision of the condominium documents shall not affect the validity of the remaining portions thereof.

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16. Provisions Pertaining to Developer. For so long as the Developer continues to own any of the apartments, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Developer from any obligations of an apartment owner to pay assessments as to each apartment owned by it, in accordance with the condominium documents.

.1 For so long as the Developer owns more than five (5) apartments, a majority of the Board of Directors of the Association shall be selected by the Developer, and such members as may be selected by the Developer need not be residents in the building.

.2 The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the condominium documents except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of common expenses are deemed accurate, but no warranty or guaranty is made nor intended, nor may one be relied upon.

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

Signed, sealed and delivered
in the presence of:

Marie S. Livingston
William H. Mucci



BAHIA MAR, INC.

By [Signature]
President

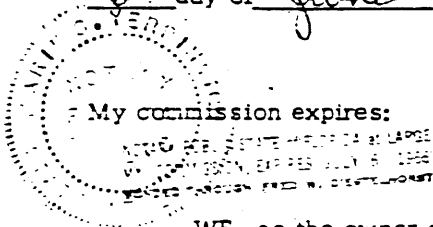
Attest: [Signature]
Secretary

STATE OF FLORIDA)
 SS
COUNTY OF SARASOTA)

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Before me, the undersigned authority, personally appeared LEONARD R. CORCORAN and VIVIAN D. CORCORAN, as President and Secretary respectively, of BAHIA MAR, INC., and they acknowledged to and before me that they executed the foregoing Declaration of Condominium as such officers of said corporation and that they affixed thereto the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 6 day of June, 1966.

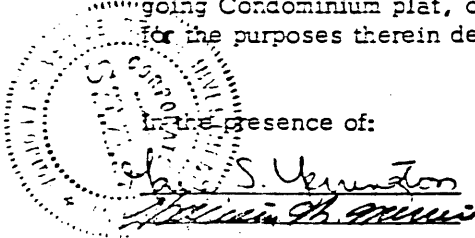


Marie S. Ferrington
NOTARY PUBLIC

My commission expires:

WE, as the owner of the land which constitutes Parcel "B" of the foregoing Condominium plat, consent to and join in the Declaration of Condominium for the purposes therein declared.

In the presence of:



Marie S. Ferrington
Notary Public

VENICE BEACH INVESTMENT COMPANY

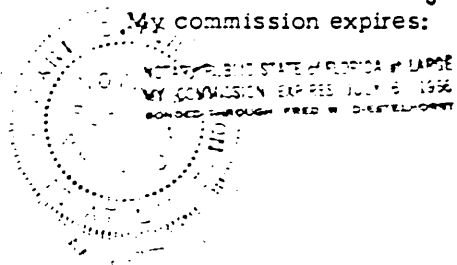
By: Leonard R. Corcoran
President

ATTEST: Vivian D. Corcoran
Secretary

STATE OF FLORIDA)
 SS.
COUNTY OF SARASOTA)

Before me, the undersigned authority, personally appeared LEONARD R. CORCORAN and VIVIAN D. CORCORAN, as President and Secretary respectively, of VENICE BEACH INVESTMENT COMPANY, and they acknowledged to and before me that they executed the foregoing Consent as such officers of said corporation and that they affixed thereto the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 6 day of June, 1966.



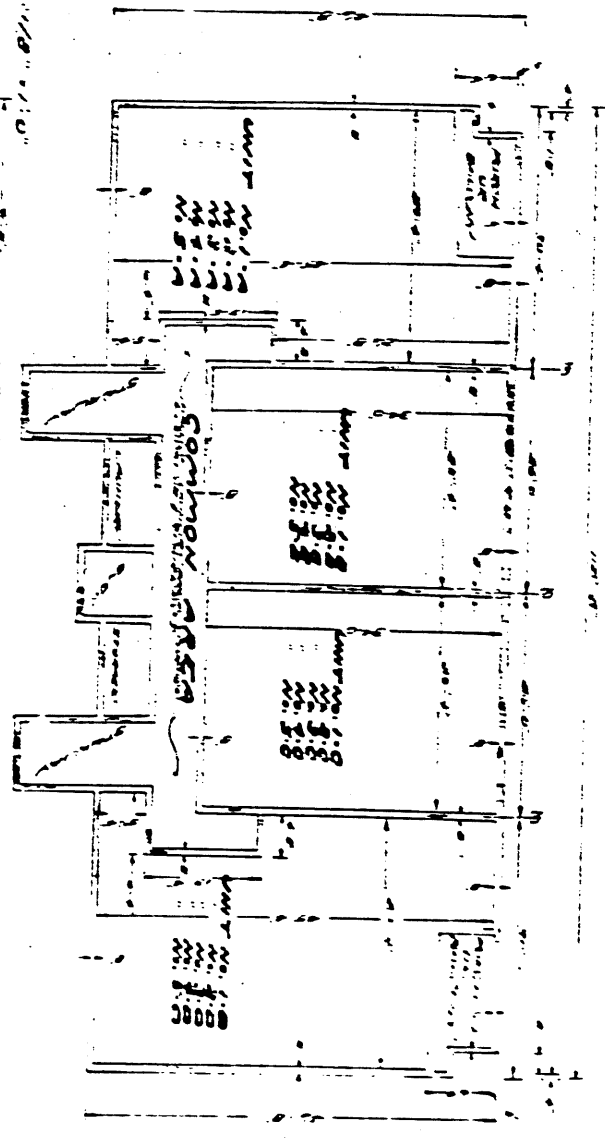
Marie S. Ferrington
NOTARY PUBLIC

My commission expires:

• BANDA MAR CONDOMINIUMS •

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UNIT NO.	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA	AREA
101	100	100	100	100	100	100	100	100	100
102	100	100	100	100	100	100	100	100	100
103	100	100	100	100	100	100	100	100	100
104	100	100	100	100	100	100	100	100	100
105	100	100	100	100	100	100	100	100	100
106	100	100	100	100	100	100	100	100	100
107	100	100	100	100	100	100	100	100	100
108	100	100	100	100	100	100	100	100	100
109	100	100	100	100	100	100	100	100	100
110	100	100	100	100	100	100	100	100	100
111	100	100	100	100	100	100	100	100	100
112	100	100	100	100	100	100	100	100	100
113	100	100	100	100	100	100	100	100	100
114	100	100	100	100	100	100	100	100	100
115	100	100	100	100	100	100	100	100	100
116	100	100	100	100	100	100	100	100	100
117	100	100	100	100	100	100	100	100	100
118	100	100	100	100	100	100	100	100	100
119	100	100	100	100	100	100	100	100	100
120	100	100	100	100	100	100	100	100	100

ROSE B. BROWN BURGER'S

London

DAVID M. MALL

EXHIBIT A

Parcel A. CONDOMINIUM AREA

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Commence at the intersection of the W'ly R/W line of Tarpon Center Road (60 ft. R/W) and a line which is parallel to and 581.05 ft. South of the North line of Lot 7, Block 4, Replat of a Portion of Gulf View Section of Venice as recorded in Plat Book 4, pages 97-100, Public Records of Sarasota County, Florida; thence So. $14^{\circ} 10' 40''$ E along the W'ly R/W of said Tarpon Center Road 42.09 ft. for a POB; thence S $80^{\circ} 07' 47''$ W, 95.68 ft; thence N $9^{\circ} 52' 13''$ W, 17.33 ft; thence S $80^{\circ} 07' 47''$ W, 9.33 ft; thence N $9^{\circ} 52' 13''$ W, 31.67 ft; thence S $80^{\circ} 07' 47''$ W, 52.67 ft; thence S $9^{\circ} 52' 13''$ E, 118.67 ft; thence N $80^{\circ} 07' 47''$ E, 52.67 ft; thence N $9^{\circ} 52' 13''$ W, 31.67 ft; thence N $80^{\circ} 07' 47''$ E, 9.33 ft; thence N $9^{\circ} 52' 13''$ W, 18.00 ft; thence N $80^{\circ} 07' 47''$ E, 97.19 ft. to the W'ly R/W of Tarpon Center Road; thence N $14^{\circ} 10' 40''$ W, 20.06 ft. to POB. Lying and being in Sec. 12, Twp. 39 S, Rge. 18 E, Sarasota County, Florida.

PARCEL B. RECREATION AREA

The following described parcel less Condominium area (Parcel A):

Begin at the intersection of the W'ly R/W line of Tarpon Center Road (60 ft. R/W) and a line which is parallel to and 581.05 ft. So. of the North line of Lot 7, Block 4, Replat of a Portion of Gulfview Section of Venice as recorded in Plat Book 4, pages 97-100, Public Records of Sarasota County, Florida; thence S $14^{\circ} 10' 40''$ E, along the W'ly R/W line of Tarpon Center Road, 120.00 ft.; thence S $80^{\circ} 07' 47''$ W, 235 ft. more or less to the M/H/W mark of the Gulf of Mexico; thence NW'ly along said M/H/W mark, 168 ft. more or less to a point which bears due West of the POB; thence E. 265 ft. to POB.

ALSO the North 463.12 ft. LESS the North 346.25 ft. of Lot 4, Block 6A, Replat of a Portion of Gulf View Section of Venice, as recorded in Plat Book 4, pages 97-100, Public Records of Sarasota County, Florida.

All lying and being in Section 12, Twp. 39 South, Rge. 18 East, Sarasota County, Florida.

This Indenture,

Made this _____ day of _____, A. D. 19 66.

Whenever used herein, the term "party" shall include the heirs, personal representatives, successors and / or assigns of the respective parties herein, the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include the other.

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Between **BAHIA MAR, INC.**
a corporation existing under the laws of the State of Florida
having its principal place of business in the County of Sarasota and
State of Florida party of the first part, and

of the County of _____ and State of _____
party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN (\$10) and other valuable considerations _____ Dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of Sarasota, State of Florida, to wit:

Apartment No. _____ of Parcel _____, of BAHIA MAR APARTMENTS, a Condominium according to the Declaration thereof, dated _____, 1966, and recorded in Official Record Book _____, page _____, Public Records of Sarasota County, Florida, and as per Condominium Book _____, page _____, Public Records of Sarasota County, Fla. TOGETHER with all of the appurtenances thereto, all according to said Declaration of Condominium.

SUBJECT however, to all of the provisions of said Declaration of Condominium, which the party of the second part assumes and agrees to observe and perform, including but not limited to the payment of assessments for the maintenance and operation of said apartment and condominium.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Secretary the day and year above written.

(Corporate Seal)

BAHIA MAR, INC.

Attest: _____

By _____ President.

Signed, Sealed and Delivered in our Presence:

State of Florida,

County of SARASOTA

I HEREBY CERTIFY, That on this _____ day of _____ A. D. 19 66, before me personally appeared Leonard R. Corcoran and Vivian D. Corcoran, respectively of BAHIA MAR, INC. a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to

and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at in the County of Sarasota and State of Florida, the day and year last aforesaid.

Notary Public
My Commission Expires _____

EXHIBIT "D"

KNOW ALL MEN BY THESE PRESENTS, that BAHIA MAR, INC., a corporation organized under the laws of the State of Florida, for and in consideration of ONE DOLLAR (\$1.00) and other valuable considerations paid by the below named assignee, hereby assigns and transfers to _____, that certain Ninety-Nine Year Lease, dated the _____ day of _____, 1966, by and between VENICE BEACH INVESTMENT COMPANY, a Florida corporation, and BAHIA MAR, INC., a Florida corporation, and recorded in Official Records Book _____, page _____, Public Records of Sarasota County, Florida, with all and singular the premises therein mentioned and described, and the buildings thereon, together with appurtenances, all upon the following described real property located in Sarasota County, Florida:

BEGIN at the intersection of the W'ly R/W line of Tarpon Center Road (60 ft. R/W) and a line which is parallel to and 581.05 ft. S. of the N. line of Lot 7, Block 4, Replat of a Portion of Gulfview Section of Venice as recorded in Plat Book 4, pages 97-100, Public Records of Sarasota County, Florida; thence S 14° 10' 40" E, along the W'ly R/W line of Tarpon Center Road, 120.00 ft; thence S 80° 07' 47" W, 235 ft. more or less to the M/H/W mark of the Gulf of Mexico; thence NW'ly along said M/H/W mark, 168 ft. more or less to a point which bears due West of the POB; thence East 265 ft. to POB.

Also the N 463.12 ft. LESS the N 346.25 ft. of Lot 4, Block 6A, Replat of a Portion of Gulf View Section of Venice, as recorded in Plat Book 4, pages 97-100, Public Records of Sarasota County, Florida.

LESS: Commence at the intersection of the W'ly R/W line of Tarpon Center Road (60 ft. R/W) and a line which is parallel to and 581.05 ft. S of the N line of Lot 7, Block 4, Replat of a Portion of Gulf View Section of Venice as recorded in Plat Book 4, pages 97-100, Public Records of Sarasota County, Florida; thence S 14° 10' 40" E along the W'ly R/W of said Tarpon Center Road 42.09 ft. for a POB; thence S 80° 07' 47" W, 95.68 ft; thence 9° 52' 13" W, 17.33 ft; thence S 80° 07' 47" W, 933 ft.; thence N 9° 52' 13" W, 31.67 ft; thence S 80° 07' 47" W, 52.67 ft; thence S 9° 52' 13" E, 118.67 ft; thence N 80° 07' 47" E, 52.67 ft; thence N 9° 52' 13" W, 31.67 ft; thence N 80° 07' 47" E, 9.33 ft; thence N 9° 52' 13" W, 18.00 ft; thence N 80° 07' 47" E 97.19 ft. to the W'ly R/W of Tarpon Center Road; thence N 14° 10' 40" W, 20.06 ft. to POB.

ALL lying and being in Sec. 12, Twp. 39 S, Rge. 18 E, Sarasota County, Florida.

Exhibit "E"

TO HAVE AND TO HOLD the same unto the assignee herein from the _____ day of _____, 196__, for and during all the rest and remainder yet to come of, and in the term of ninety-nine (99) years mentioned in the Lease, subject to all of the rents, agreements and conditions contained in said Lease which assignee agrees to assume and perform.

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be executed the day and year above written.

In the presence of:

BAHIA MAR, INC.

By _____
its President

Attest: _____
its Secretary

(corporate seal)

(SEAL)

STATE OF FLORIDA) ss
COUNTY OF SARASOTA)

Before me personally appeared LEONARD R. CORCORAN and VIVIAN D. CORCORAN, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary respectively, of BAHIA MAR, INC., a Florida corporation, and severally acknowledged to and before me that they executed the same as such officers; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that it was affixed thereto by due and regular corporate authority, and said instrument is the free act and deed of said corporation.

Witness my hand and seal this _____ day of _____, 196__.

My commission expires:

NOTARY PUBLIC

STATE OF FLORIDA) ss
COUNTY OF _____)

I HEREBY CERTIFY that on the _____ day of _____, 196__, before me personally came _____, to me known and known to me to be the individual described in and who executed the foregoing document, and he duly acknowledged before me that he executed the same as his free act and deed.

Witness my hand and seal at _____.

My commission expires:

NOTARY PUBLIC

THIS CERTIFICATE, made this 2nd day of June, 1966,

by the undersigned surveyor, is made pursuant to the provisions of Section 711.08(1)(e) of the 1963 Florida Statutes, and is a certification that the condominium document with the attached exhibits, including plot plan, description and other material in connection therewith, together with the wording of said Declaration of Condominium, is a correct representation of the proposed improvements described in said Declaration of Condominium and that there can be determined therefrom the identification, location, dimensions, and size of the common elements and of each unit of BAHIA MAR APARTMENTS, a condominium, located in Sarasota County, Florida.

Cookie B. Brewer
Registered Surveyor
Florida Certificate No. 746

EXHIBIT "F"

THIS LEASE, made and entered into this _____ day of _____, 1966, by and between VENICE BEACH INVESTMENT COMPANY, a Florida corporation, hereinafter called LESSOR (which said term shall include its successors and assigns), and BAHIA MAR, INC., a Florida corporation, hereinafter called LESSEE (which said term shall include its successors and assigns).

WITNESSETH that:

LESSOR for and in consideration of the payment of the rent and the performance of the covenants and agreements by LESSEE, as hereinafter set forth, hereby demises, lets and leases an undivided one-twentieth (1/20th) interest in and to the following described property situated in the County of Sarasota, State of Florida, to wit:

BEGIN at the intersection of the W'ly R/W line of Tarpon Center Road (60 ft. R/W) and a line which is parallel to and 581.05 ft. S. of the N. line of Lot 7, Block 4, Replat of a Portion of Gulfview Section of Venice as recorded in Plat Book 4, pages 97-100, Public Records of Sarasota County, Florida; thence S 14° 10' 40" E, along the W'ly R/W line of Tarpon Center Road, 120.00 ft; thence S 80° 07' 47" W, 235 ft. more or less to the M/H/W mark of the Gulf of Mexico; thence NW'ly along said M/H/W mark, 168 ft. more or less to a point which bears due West of the POB; thence East 265 ft. to POB.

Also the N 463.12 ft. LESS the N 346.25 ft. of Lot 4, Block 6A, Replat of a Portion of Gulf View Section of Venice, as recorded in Plat Book 4, pages 97-100, Public Records of Sarasota County, Florida.

LESS: Commence at the intersection of the W'ly R/W line of Tarpon Center Road (60 ft. R/W) and a line which is parallel to and 581.05 ft. S of the N line of Lot 7, Block 4, Replat of a Portion of Gulf View Section of Venice as recorded in Plat Book 4, pages 97-100, Public Records of Sarasota County, Florida; thence S 14° 10' 40" E along the W'ly R/W of said Tarpon Center Road 42.09 ft. for a POB; thence S 80° 07' 47" W, 95.68 ft; thence 9° 52' 13" W, 17.33 ft; thence S 80° 07' 47" W, 9.33 ft; thence N 9° 52' 13" W, 31.67 ft; thence S 80° 07' 47" W, 52.67 ft; thence S 9° 52' 13" E, 118.67 ft; thence N 80° 07' 47" E, 52.67 ft; thence N 9° 52' 13" W, 31.67 ft; thence N 80° 07' 47" E, 9.33 ft; thence N 9° 52' 13" W, 18.00 ft; thence N 80° 07' 47" E 97.19 ft. to the W'ly R/W of Tarpon Center Road; thence N 14° 10' 40" W, 20.06 ft. to POB.

ALL lying and being in Sec. 12, Twp. 39 S, Rge. 18 E, Sarasota County, Florida.

EXHIBIT "G"

KARD, MERRILL, CULLIS & TIMM, ATTORNEYS AT LAW
2041 MAIN STREET, SARASOTA, FLORIDA

nine (99) years, commencing on the first day of _____, 1967, and ending on the anniversary date, ninety-nine (99) years later, said lease to be upon the following terms and conditions:

OFF REC. 582 PAGE 56

LEASE CONSIDERATION

ARTICLE I

As partial consideration for the execution of this lease, LESSEE has this date paid LESSOR the sum of _____ DOLLARS (\$ _____), the receipt of which is hereby acknowledged; said sum representing the rental fee for the first lease period up to the date set forth in ARTICLE III below.

USE OF PREMISES

ARTICLE II

It is understood and agreed between the parties hereto that said premises during the continuance of this Lease may be used and occupied only for recreational, driveway and parking purposes at all times subject to the rules and regulations promulgated by BAHIA MAR APARTMENTS, INC., or its successor in interest and authority.

RENT

ARTICLE III

LESSEE shall pay and does hereby agree to pay LESSOR at such place or places as LESSOR may designate from time to time in writing, a lease payment or rent for an undivided one-twentieth (1/20th) of the above described premises as follows:

A monthly/annual rental of _____ commencing the first day of _____, 196__, and payable monthly/annually in advance on or before the first day of each and every calendar month/year during the term of this Lease, subject to the increase of such sum in accordance with the provisions of ARTICLE XXIII below.

CARE OF PREMISES

ARTICLE IV

LESSEE shall not perform any acts or carry on any practices which may injure the improvements on the above described premises or be a nuisance or menace to other lessees of undivided one-twentieth (1/20th) interests in the above described property.

UTILITY SERVICES

ARTICLE V

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LESSEE agrees that LESSOR has no obligation to provide any utilities to the leased premises, but rather LESSEE agrees that through membership in the BAHIA MAR APARTMENTS, INC., or its successors or assigns, the necessary and desirable utilities for LESSEE'S own uses shall be paid for and provided.

MAINTENANCE OF PREMISES

ARTICLE VI

LESSEE agrees that LESSEE has the obligation to maintain the leased premises in good order, condition and repair and that LESSOR has no obligation whatsoever to maintain the leased premises or any of the improvements thereon. LESSEE agrees to permit no waste, damage or injury to said premises. At the expiration of the lease created hereunder, LESSEE shall surrender the premises in good condition, reasonable wear and tear excepted. LESSEE agrees that the electrical systems, water systems, fixtures and equipment within and upon the leased premises, shall be under the full control of the LESSEE through membership in BAHIA MAR APARTMENTS, INC., or its successors or assigns, and that all operation, upkeep, repairs and replacements of such items shall be done by and at LESSEE'S expense, in conjunction with the other holders of one-twentieth (1/20th) interests in the above described premises.

COVENANT TO HOLD HARMLESS

ARTICLE VII

LESSOR shall be and is hereby held harmless by LESSEE from any liability for damages to any person or any property in or upon said leased premises and the sidewalks adjoining same, including the person and property of LESSEE, and LESSEE'S employees and all persons upon the leased premises at LESSEE'S invitation. It is understood and agreed that all property kept, stored or maintained in or upon the leased premises shall be so kept, stored or maintained at the risk of LESSEE only. LESSEE shall not suffer or give cause for the filing of any lien against the leased premises; and the existence of any such lien of any

nature against the leased premises for thirty (30) days shall be a material breach of this Lease.

INSURANCE

ARTICLE VIII

OFF. REC. 582 PAGE 58

LESSEE shall, during the entire term hereof, and in conjunction with the other holders of one-twentieth (1/20th) interest in the above described premises, cause to be kept in full force and effect a policy of public liability insurance covering the leased premises and the recreational activities of the LESSEE in which both LESSOR and LESSEE shall be named as parties covered thereby, and in which the limits of liability shall be not less than \$300,000 for one person and \$500,000 for more than one person, in any single incident. LESSEE shall cause to be furnished to LESSOR a certificate of insurance, or other acceptable evidence that such insurance is in force, and evidence that the premiums have been paid by LESSEE within ten (10) days prior to the due date of same. LESSEE agrees to cause to be placed and maintained, in conjunction with the other holders of one-twentieth (1/20th) interests in the above described premises, and for the benefit of LESSOR, fire, casualty and comprehensive insurance covering the leased premises in amounts to assure replacement of the buildings and other improvements on the leased premises, at a construction cost of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000).

ASSIGNMENT

ARTICLE IX

LESSEE may assign its interest in this Lease and all rights hereunder repeatedly and at any and all time or times as LESSEE shall desire; except that LESSEE cannot assign less than the total of LESSEE'S interest herein at any such time or times, nor assign its interest herein except concurrent with and in conjunction with the transfer of an apartment with appurtenances in BAHIA MAR APARTMENTS, INC., a Condominium.

NON-PAYMENT OF RENT

ARTICLE X

If any rent payable by LESSEE to LESSOR

shall be and remain unpaid for more than fifteen (15) days after same is due and payable, or if LESSEE shall violate or default any of the other covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or default, then it shall be optional for LESSOR to declare this Lease forfeited and the said term ended, and to re-enter said undivided portion of the above described premises, with or without process of law, using such force as may be necessary to remove LESSEE and its chattels therefrom, and LESSOR shall not be liable for damages by reason of such re-entry or forfeiture; but notwithstanding such re-entry by LESSOR, the liability of LESSEE for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this Lease. And it is further understood that LESSEE will pay, in addition to the fees and other sums agreed to be paid hereunder, such additional sums as the court may adjudge reasonable as attorneys' fees in any suit or action instituted by LESSOR to enforce the provisions of this Lease or the collection of the rent due LESSOR hereunder.

EMINENT DOMAIN

ARTICLE XI

If the whole or any part of the leased premises shall be taken by any public authority under the power of eminent domain, then this Lease shall cease on the part so taken, from the day possession of that part shall be taken for any public purpose, and the rent shall be paid up to that day, and if such portion of the leased premises is so taken as to completely destroy the usefulness of the leased premises for the purpose for which the leased premises are here leased, then, from that day the LESSEE shall have the right either to terminate this Lease by written notice given by LESSEE to LESSOR within 30 days after such day, or to continue in the possession of an undivided one-twentieth (1/20th) the remainder of the leased premises under all of the terms herein provided. All damages awarded for such taking shall

belong to and be the property of LESSOR, whether such damages shall be awarded as compensation for diminution in the value to the Lease or to the fee of the leased premises.

BANKRUPTCY

ARTICLE XII

OFF. REC. 582 PAGE 60

Neither this Lease nor any interest therein nor any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise, by operation of law.

HOLDING OVER

ARTICLE XIII

In the event LESSEE remains in possession of the leased premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying said premises as a lessee from month to month, subject to all the conditions, provisions and obligations of this Lease.

WAIVER

ARTICLE XIV

One or more waivers of any covenant or condition by LESSOR shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by LESSOR to or of any act by LESSEE requiring LESSOR'S consent or approval shall not deem to waive or render unnecessary LESSOR'S consent or approval to or of any subsequent similar act by LESSEE

SUBORDINATION

ARTICLE XV

LESSOR agrees that LESSEE has the privilege and right to encumber LESSEE'S interest in this Lease to an institutional mortgagee or mortgagees, in connection with the placing of a mortgage upon lands, parcels and apartments owned by LESSEE in BAHIR MAR APARTMENTS, INC., a Condominium. LESSOR hereby agrees to subordinate to the lien of any such mortgage a one-twentieth (1/20th) interest in and to the above described property, the effect of which shall be that in the event of a foreclosure by any such mortgagee against the lands, parcel and apartment owned by LESSEE, the mortgagee or any purchaser at foreclosure

sale, or any subsequent purchasers of the subject lands, parcels and apartments, shall be entitled to the benefits contained in this Lease, but shall have no obligations for rent, taxes, insurance or otherwise, as provided for herein, and such mortgagee or any purchaser at foreclosure sale, or any subsequent purchasers, shall be the owners of an undivided one-twentieth (1/20th) interest in the above described lands.

In the event that the LESSEE shall convey its interest in this Lease, together with a condominium apartment in BAHIA MAR APARTMENTS, INC., a Condominium, and the lands and parcel appurtenant thereto, and such purchaser from LESSEE shall desire to mortgage such lands, parcel and apartment, then LESSOR agrees to subordinate to the lien of any such mortgage a one-twentieth (1/20th) interest in and to the above described premises, so long as such mortgage being created is a first mortgage lien on said lands, parcel and apartment made by an institutional lender, and which is for a sum of money not in excess of 80% of the original sales price of such lands, parcel and apartment obtained from the first sale of said lands, parcel and apartment. LESSOR agrees to execute any and all instruments required or desired by any such institutional lender to properly reflect the subordinating of its interest hereunder to the rights of said institutional lender.

NOTICES

ARTICLE XVI

Whenever under this Lease a provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof, if such notice to LESSEE is in writing, addressed to LESSEE at the last known post office address of LESSEE, or to BAHIA MAR APARTMENTS, INC., its successors or assigns, at its last known address and sent by registered mail with postage prepaid, and if such notice to LESSOR is in writing, addressed to the last known post office address of LESSOR and sent by registered mail with postage prepaid. Notice need be sent to but one LESSEE where LESSEE is more than one person.

CONSTRUCTION

ARTICLE XVII

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Nothing contained herein shall be deemed or construed by the parties hereto, nor by

any third party, as creating the relationship of principal and agent, or of partnership or of joint venture, between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, or any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto, other than the relationship of LESSOR and LESSEE. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and the neuter genders, if such be appropriate.

NON-LIABILITY

ARTICLE XVIII

LESSOR shall not be responsible or liable to LESSEE for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased, or of the acts or omissions of any of the other lessees of undivided interest in the above described premises.

CONSENT NOT UNREASONABLY WITHHELD

ARTICLE XIX

LESSOR agrees that whenever under this Lease, provision is made for LESSEE securing the written consent of LESSOR, such written consent shall not be unreasonably withheld.

ACCEPTANCE OF PREMISES

ARTICLE XX

It is agreed that by use of the subject premises as LESSEE, the LESSEE formally accepts the same and acknowledges that LESSOR has complied with all requirements imposed upon it under the terms of this Lease with respect to the condition of the subject premises at the time LESSEE commences occupancy of the same.

TAXES

ARTICLE XXI

REC. 582 PAGE 63

LESSEE agrees that as part of the consideration of this Lease, that it will

pay one-twentieth (1/20th) of any and all real estate taxes and assessments levied upon the land and improvements of the above described premises during the term of this Lease, and in the event that LESSEE shall fail to pay and cause discharge of the same when due, LESSOR may pay the same and such amounts paid, including any penalties or interest, shall be added to the rental due hereunder and payable by LESSEE upon the next rental payment due. So as to facilitate the payment of taxes, the LESSEE agrees, unless instructed by LESSOR to the contrary, to pay any and all sums due by LESSEE hereunder for taxes or assessments to BAHIA MAR APARTMENTS, INC. or its successors or assigns.

IMPROVEMENTS AND ALTERATIONS

ARTICLE XXII

LESSEE further covenants that it is leasing hereunder an interest in premises already, or in the process of being, improved for recreational, driveway and parking purposes and therefore, LESSOR does not contemplate the placing of improvements on or the making of alterations to the demised premises during the term of this Lease. However, should the LESSEE participate in the placing of any improvements or alterations to the above described premises, then it agrees that such additions to said premises shall be made in accordance with all applicable laws and shall remain for the benefit of the LESSOR. And the LESSEE further agrees, in the event of the making of such improvements or alterations, to indemnify and save harmless the LESSOR from all expense, liens, claims or damages to either persons or property on the above described premises, arising out of, or resulting from, the undertaking or making of said alterations or additions.

RENT ADJUSTMENT

ARTICLE XXIII

LESSOR and LESSEE hereby covenant and agree that the rental payments provided for in ARTICLE III above shall be adjusted higher or lower at ten (10) year

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2041 MAIN STREET, SARASOTA, FLORIDA

intervals, commencing January 1, 1977, and continuing each ten (10) years throughout the lease term. The adjustment to the rent to be made and therefore, the monthly/annual rent for each 10 year term commencing January 1, 1977, shall be determined by multiplying the basic monthly/annual rental provided for in ARTICLE III above by a fraction, the numerator of which shall be the Index Figure indicated for the month of September preceding each such January 1, commencing with September 1976, as shall be shown by the Consumers' Price Index- the United States City Average All Items and Commodity Groups, issued by the Bureau of Labor Statistics of the United States Department of Labor, and the denominator of which shall be the Basic Standard Index Figure of such Price Index for the month of September, 1966. The product of such multiplication shall be the amount of the monthly/annual rental payments to be made hereunder for the succeeding 10 year period until the next computation provided for hereunder shall be made. As an example of such computation, assume that the Index for the month of September 1976 should be 110. The new monthly/annual rental amount for the period from and including January 1, 1977, through December 31, 1986, would be arrived at by multiplying the monthly/annual rental provided for in ARTICLE III above by a fraction the numerator of which would be 110.0 and the denominator of which would be the Basic Standard Index Figure of such Price Index for the month of September 1966. The product arrived at would be the monthly/annual rental payments due hereunder for such period. In such instance, on January 1, 1987, a new computation would be made as described herein and the rental for the period January 1, 1987 to December 31, 1996, would be determined by such process, and so forth, for each 10 year term thereafter.

It is understood that the above described Index is now being published monthly by the Bureau of Labor Statistics of the United States Department of Labor. Should it be published at other intervals, the new Index, hereinabove provided for, shall be arrived at from the Index or Indexes published by said Bureau most closely approximating the month of September of the year preceding the January 1st on which the adjustment is made. Should said Bureau

of Labor Statistics change the manner of computing such Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and adjustment to the new Index shall be made on the basis of such conversion factor. Should the publication of such Index be discontinued by said Bureau of Labor Statistics, then such other Index as may be published by such Bureau most nearly approaching said discontinued Index shall be used in making the adjustments herein provided for. Should said Bureau discontinue the publication of an Index approximating the Index herein contemplated, then such Index as may be published by another United States Governmental Agency as most nearly approximates the Index herein first above referred to, shall govern and be substituted as the Index to be used, subject to the application of an appropriate conversion factor to be furnished by the Governmental Agency publishing the adopted Index. If such Governmental Agency will not furnish such conversion factor, then the parties shall agree upon a conversion factor or a new Index, and in the event agreement cannot be reached as to such conversion factor, or such new Index, then the parties hereto agree to submit to arbitrators chosen in the usual manner, the selection of a new Index approximating as nearly as can be, the Index hereinabove first contemplated, which new Index may be one published by a Governmental Agency or one published by a private agency and generally accepted and approved as an Index reflecting the contemplated fluctuation in the purchasing power of the United States Dollar. The Index selected by such arbitrators in either of the above events shall be binding upon the parties hereto. In the event of any controversy arising as to the proper adjustment of the rental payments as herein provided, LESSEE shall continue paying the rental to LESSOR under the last preceding rental adjustment as herein provided, until such time as said controversy has been settled, at which time an adjustment will be made retroactive to the beginning of the adjustment period in which the controversy arose. In no event and under no computation or in anywise shall the monthly/annual rental to be paid by LESSEE to LESSOR under the provisions of this Lease be less than the amount provided for as rent in ARTICLE III above.

MORTGAGE SECURITY FOR
OBLIGATIONS OF LESSEE

ARTICLE XXIV

REC. 582 PAGE 66

In order to secure to the LESSOR the obligations by LESSEE to LESSOR to pay the monthly/annual rent prescribed in ARTICLE III above, and to secure the prompt and faithful performance by LESSEE of the other covenants made herein, the LESSEE does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the LESSOR, in fee simple, all the certain lands, parcel and apartment of which the said LESSEE is now seized and possessed, and in actual possession, situate in Sarasota County, State of Florida, described as follows:

Apartment No. _____ of Parcel A, of BAHIA MAR APARTMENTS, a condominium, according to Declaration thereof dated _____, and recorded in Official Record Book _____, Page _____, and as per Condominium Book _____, Page _____, of the Public Records of Sarasota County, Florida.

TOGETHER with all of the appurtenances thereto, including but not limited to:

- a) An undivided 1/20th share in the land and other common elements of said Parcel A according to Plat attached to the said Declaration.
- b) Funds and assets held by the Association in trust for apartment owners, all according to said Declaration.
- c) A ninety-nine (99) year Lease to an undivided 1/20th interest in Parcel A, according to the Plat attached to said Declaration.

TO HAVE AND TO HOLD the same with the tenements, hereditaments and appurtenances, unto the said LESSOR, in fee simple.

AND the said LESSEE covenants with the said LESSOR that said LESSEE is indefeasibly seized of said land and condominium parcel and apartment in fee simple; that the said LESSEE has full power and lawful right to convey said lands, parcel and apartment in fee simple as aforesaid; that the said LESSEE does hereby fully warrant the title to said lands, parcel and apartment and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that if the said LESSEE shall pay unto the

the said LESSOR those certain monetary obligations created by the fore-
going Lease and as are more particularly described in ARTICLES III, VIII
and XXI above, and shall perform, comply with and abide by each and every
of the other stipulations, agreements, conditions and covenants of this
Lease Agreement, then this conveyance and the estate created hereby shall
cease and be null and void.

AND the said LESSEE hereby covenants and agrees:

1. To pay all and singular the sums of money payable by virtue
of this Lease promptly on the days respectively the same severally become
due.
2. To pay all and singular the taxes, assessments, levies,
liabilities, obligations and encumbrances of every nature, including assess-
ments by BAHIA MAR APARTMENTS, INC., its successors and assigns, on
said lands, parcel and apartment described in this ARTICLE XXIV, and if the
same be not promptly paid the said LESSOR may at any time pay the same
without waiving or affecting the option to foreclose or any right hereunder,
and every payment so made shall bear interest from the date thereof at
the rate of ten percent (10%) per annum; and specifically to pay the principal
and interest payments upon any other mortgages to which LESSOR may have
subordinated its mortgage lien here created.
3. To pay all and singular the costs, charges and expenses,
including lawyers' fees, reasonably incurred or paid at any time by said
LESSOR because of the failure on the part of said LESSEE to perform, comply
with and abide by each and every the stipulations, agreements, conditions
and covenants of this Lease and every such payment shall bear interest
from date at the rate of ten percent (10%) per annum.
4. To keep the buildings now or hereafter on said lands and
parcel described in this ARTICLE XXIV insured in a sum not less than its
highest insurable value, in a company or companies to be approved by
said LESSOR.

5. To permit, commit, or suffer no waste, impairment or deterioration of said lands, parcel and apartment described in this ARTICLE XXIV, or any part thereof.

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6. LESSOR agrees that the mortgage here created by this Article upon the lands, parcel and apartment described in this ARTICLE XXIV shall be secondary, inferior and subordinate to any valid first mortgages placed upon said lands, parcel and apartment incident to and in connection with the original sale or transfer by LESSEE of said lands, parcel and apartment to another. LESSOR further agrees to execute and deliver to any lending agency granting such a first mortgage loan a subordination agreement which agreement shall have the effect of placing the mortgage here created by this Article in a position of secondary to any and all rights, claims, title or liens acquired by such lending institution.

IN WITNESS WHEREOF, the LESSOR and the LESSEE have executed this Lease by their officers thereunto duly authorized and affixed their seals the date first above written.

In the presence of:

LESSOR:

VENICE BEACH INVESTMENT COMPANY

By _____
its President

Attest: _____
Secretary

(corporate seal)

LESSEE:

BAHIA MAR, INC.

By _____
its President

Attest: _____
Secretary

(corporate seal)

STATE OF FLORIDA)
) SS
COUNTY OF SARASOTA)

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I, an officer authorized to take acknowledgments, hereby certify that LEONARD R. CORCORAN and VIVIAN D. CORCORAN, respectively as President and Secretary of VENICE BEACH INVESTMENT COMPANY, a Florida corporation, to me personally known, this day acknowledged before me that they executed the foregoing Lease as such officers and that they affixed thereto the official seal of said corporation and said instrument is the act and deed of said corporation.

Witness my hand and seal this _____ day of _____, 1966, at Sarasota, Florida.

NOTARY PUBLIC

My commission expires:

STATE OF FLORIDA)
) SS
COUNTY OF SARASOTA)

I, an officer authorized to take acknowledgments, hereby certify that LEONARD R. CORCORAN and VIVIAN D. CORCORAN, respectively as President and Secretary of BAHIA MAR, INC., a Florida corporation, to me personally known, this day acknowledged before me that they executed the foregoing Lease as such officers and that they affixed thereto the official seal of said corporation and said instrument is the act and deed of said corporation.

Witness my hand and seal at Sarasota, Florida, this _____ day of _____, 1966.

My commission expires:

NOTARY PUBLIC

Rev.
3.00

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

BAHIA MAR APARTMENTS

That certain Declaration of Condominium recorded in Official Records 582, Pages 1-70, inclusive, of the public records of Sarasota County, Florida, has been amended as follows:

Paragraph 7.4, Leasing: is hereby deleted and the following paragraph substituted in lieu thereof.

"Entire apartments may be rented, provided the occupancy is only by the lessee and his family and is for not less than ten months out of any consecutive twelve months. No rooms may be rented and no transient tenants accommodated. No rentals shall be made to families with children under the age of twenty years or pets. The Board of Directors must be notified in advance of:

- A. The lessee's name.
- B. The estimated date of arrival.
- C. The duration of any lease or rental."

The undersigned hereby certify that the foregoing amendment has been duly adopted by all of the Directors and by not less than seventy-five percent (75%) of the members of the Association pursuant to Paragraph 10 of said Declaration of Condominium.

Dated this 4th day of April, 1969, at Venice, Sarasota County, Florida.

BAHIA MAR APARTMENTS, INC.

BY:

Preston D. Law
Preston D. Law, President

Attest:

Ruth M. Schroeter
Ruth M. Schroeter, Secretary

OFF. REL. 786 #1009

STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, the undersigned authority, personally appeared
PRESTON D. LAW and RUTH M. SCHROETER
as President and Secretary respectively, of BAHIA MAR APARTMENTS,
INC., and they acknowledged to and before me that they executed
the foregoing Amendment To Declaration of Condominium as such
officers of said corporation and that they affixed thereto the
official seal of said corporation, and that the foregoing instru-
ment is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and of-
ficial seal this 7th day of April
1969,

A. Bradford Smith
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 23, 1972
Bonded by Investors Indemnity Co.



334732
FILED AND RECORDED
ROBERT W. JOHN, CLERK
SARASOTA, FLORIDA
APR 11 10 32 AM '69

THIS INSTRUMENT
PREPARED BY:

A. BRADFORD SMITH
217 W. Miami Ave.
VENICE, FLA. 33595

3.00

294539

AMENDMENT TO DECLARATION OF CONDOMINIUM

REC 713 PAGE 521

OF

BAHIA MAR APARTMENTS

That certain Declaration of Condominium recorded in Official Records 582, Pages 1-70, inclusive, of the public records of Sarasota County, Florida, has been amended as follows:

Paragraph 3.3 (f), Alteration and Improvement is hereby deleted and the following paragraph substituted in lieu thereof:

"(f) Alteration and Improvement: After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration or further improvement of the common elements, including but not limited to Parcel "B", without prior approval in writing of a majority of the Board of Directors and not less than seventy-five percent (75%) of the apartment owners. Upon approval of an alteration or improvement as set forth above, the cost thereof shall be borne pro-rata by all apartment owners; provided, however, that should the overall cost of such alteration or improvement exceed the sum of Two Thousand Dollars (\$2,000.00), the owners who do not approve thereof shall be relieved from all costs of such projects in excess of the said Two Thousand Dollars (\$2,000.00). There shall be no change in the shares and rights of an apartment owner in the common elements which are altered or further improved".

The undersigned hereby certify that the foregoing amendment has been duly adopted by all of the Directors and by not less than seventy-five percent (75%) of the members of the Association pursuant to Paragraph 10 of said Declaration of Condominium.

Dated this 11th day of January, 1968, at Venice, Sarasota County, Florida.

BAHIA MAR APARTMENTS, INC.
BY:

Willis E. Blum
President

Attest:

Virginia G. Hughes
Secretary



FILED AND RECORDED
ROBERT W. ZINN, CLERK
SARASOTA CO., FLA.
JAN 16 11 12 AM '68

294539

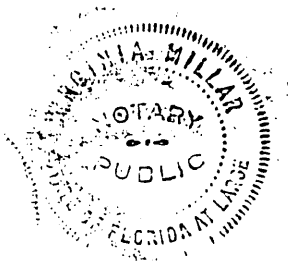
STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, the undersigned authority, personally appeared Willis E. Blum and Virginia G. Hughes, as President and Secretary respectively, of BAHIA MAR APARTMENTS, INC., and they acknowledged to and before me that they executed the foregoing Declaration of Condominium as such officers of said corporation and that they affixed thereto the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 11th day of JANUARY, 1968.

Virginia Miller
Notary Public

My commission expires: Aug. 16, 1969



Notary Public, State of Florida at Large
My Commission Expires Aug. 16, 1969
Bonded by Edge-VanOrsdale Agency Venice, Fla.

ARTICLES OF INCORPORATION

OF

BAHIA MAR APARTMENTS, INC.

SEE REC. 582 PAGE 33

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I.

Name

The name of the corporation shall be BAHIA MAR APARTMENTS, INC. For convenience, the corporation shall herein be referred to as the Association.

ARTICLE II.

Purpose

The purpose for which the Association is organized is stated as follows:

1) A condominium known as BAHIA MAR APARTMENTS is being constructed upon the following lands in Sarasota County, Florida:

Parcel A.

COMMENCE at the intersection of the W'ly R/W Line of Tarpon Center Rd. (60 ft. R/W) and a line which is parallel to and 581.05' S of the N Line of Lot 7, Block 4, Replat of a Portion of Gulf View Section of Venice as recorded in Plat Book 4, pages 97-100, Public Records of Sarasota County, Fla.; thence S 14° 10' 40" E along the W'ly R/W of said Tarpon Center Road 42.09 ft. for a POB; thence S 80° 07' 47" W, 95.68'; thence N 9° 52' 13" W, 17.33'; thence S 80° 07' 47" W, 9.33'; thence N 9° 52' 13" W, 31.67'; thence S 80° 07' 47" W; 52.67'; thence S 9° 52' 13" E, 118.67'; thence N 80° 07' 47" E, 52.67'; thence N 9° 52' 13" W, 31.67'; thence N 80° 07' 47" E, 9.33'; thence N 9° 52' 13" W, 18.00'; thence N 80° 07' 47" E, 97.19' to the W'ly R/W of Tarpon Center Road; thence N 14° 10' 40" W, 20.06' to POB.

Parcel B:

BEGIN at the intersection of the W'ly R/W Line of Tarpon Center Rd. (60' R/W) and a line which is parallel to and 581.05' S of the North Line of Lot 7, Block 4, Replat of a Portion of GULFVIEW SECTION of Venice as recorded in Plat Book 4, pages 97 to 100 of the Public Records of Sarasota County, Florida; thence S 14° 10' 40" East, along the Westerly R/W Line of Tarpon Center Road, 120.00 feet; thence South 80° 07' 47" W, 235 ft. more or less to the

EXHIBIT "B"

KARD, MERRILL, CULLIS & TIMM, ATTORNEYS AT LAW
2041 MAIN STREET, SARASOTA, FLORIDA

M/H/W mark of the Gulf of Mexico; thence NW^{ly} along said M/H/W mark, 168 ft. more or less to a point which bears due West of the POB; thence E 265 ft. to POB.

ALSO the North 463.12 ft. less the North 346.25 ft. of Lot 4, Block 6A, Replat of a Portion of Gulf View Section of Venice, as recorded in Plat Book 4, pages 97-100, Public Records of Sarasota County, Florida.

LESS Parcel "A".

ALL lying and being in Section 12, Township 39 South, Range 18 East, Sarasota County, Florida.

hereinafter called the land.

2) The documents creating the condominium provide for the ultimate construction of 20 apartments upon the land, together with certain other improvements. This Association is organized for the purpose of providing a means of administering the condominium by the owners thereof.

3) The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

Powers

The powers of the Association shall include and be governed by the following provisions:

1) The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

2) The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to the following:

(a) To make and collect assessments against members to defray the costs of the condominium.

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

(c) The maintenance, repair, replacement and operation of the condominium property.

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

(e) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.

(f) To approve or disapprove of proposed purchasers, lessees and mortgagees of apartments.

(g) To enforce by legal means the provisions of the condominium documents, these Articles, the Bylaws of the Association and the regulations for the use of the property in the condominium.

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

3) All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents.

4) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land.

ARTICLE IV

Members

The qualification of members, the manner of their admission and voting by members shall be as follows:

1) All owners of apartments in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

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2) Membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, of a deed or other instrument establishing a change of record title to an apartment in the condominium, and the delivery to the Association of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

3) 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 apartments in the condominium.

4) Members of the Association shall be entitled to one vote for each apartment owned by them. Voting rights shall be exercised in the manner provided by the Bylaws of the Association.

ARTICLE V.

Directors

1) The affairs of the Association will be managed by a board of not less than three nor more than seven directors, as shall be determined by the Bylaws, and in the absence of such determination shall consist of three directors.

2) Directors of the Association shall be appointed or elected at the annual meeting of the members, in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the Bylaws.

3) The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified or until removed, are as follows:

Leonard R. Corcoran	520 Valencia, Venice, Fla.
Vivian D. Corcoran	"
Philip J. Johnston	720 Ocala, Venice, Fla.

ARTICLE VI
Officers

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The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Leonard R. Corcoran 520 Valencia, Venice, Fla.
Vice President and Assistant Secretary	Philip J. Johnston 720 Ocala, Venice, Fla.
Secretary-Treasurer	Vivian D. Corcoran 520 Valencia, Venice, Fla.

ARTICLE VII
Indemnification

Every officer and director 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, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

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

ARTICLE IX
Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1) 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.

2) A resolution approving a proposed 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. Such approvals must be by all of the Directors and by not less than 75% of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.

3) A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Sarasota County, Florida.

ARTICLE X
Term

The term of the Association shall be the life of the condominium, unless the Association is terminated sooner by unanimous action of its members. The Association shall be terminated by the termination of the condominium, in accordance with the provisions of the condominium documents.

ARTICLE XI
Subscribers

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

LEONARD R. CORCORAN	520 Valencia, Venice, Florida
WILLIAM W. MERRILL	2940 Tanglewood Way, Sarasota, Fla.
MARIE S. YERRINGTON	River Boulevard, Nokomis, Florida

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures this 17th day of May, 1966.

s/ Leonard R. Corcoran

s/ William W. Merrill

s/ Marie S. Yerrington

STATE OF FLORIDA)
 SS
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this date before me, a Notary Public, personally appeared LEONARD R. CORCORAN, WILLIAM W. MERRILL and MARIE S. YERRINGTON, to me known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation of BAHIA MAR APARTMENTS, INC., and they acknowledged before me that they subscribed to the same.

WITNESS my hand and seal at Sarasota, Florida, this 17th day of May, 1966.

s/ Gail K. Peters

NOTARY PUBLIC

My commission expires:
Dec. 6, 1968

(seal)

BYLAWS
of the

BAHIA MAR APARTMENTS, INC.

a corporation not for profit under
the laws of the State of Florida

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1) Identity

These are the Bylaws of BAHIA MAR APARTMENTS, INC., 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 May 23, 1966. The Association has been organized for the purpose of administering a condominium upon the following lands in Sarasota County, Florida:

Parcel A. COMMENCE at the intersection of the W'ly R/W line of Tarpon Center Road (60 ft. R/W) and a line which is parallel to and 581.05 ft. South of the North line of Lot 7, Block 4, Replat of a Portion of Gulf View Section of Venice as recorded in Plat Book 4, pages 97-100, Public Records of Sarasota County, Florida; thence S. 14° 10' 40" E along the W'ly R/W of said Tarpon Center Road 42.09 ft. for a POB; thence S 80° 07' 47" W, 95.68 ft; thence N 9° 52' 13" W, 17.33 ft; thence S 80° 07' 47" W, 9.33 ft.; thence N, 9° 52' 13" W, 31.67 ft; thence S. 80° 07' 47" W, 52.67 ft.; thence S 9° 52' 13" E, 118.67 ft; thence N 80° 07' 47" E, 52.67 ft; thence N 9° 52' 13" W, 31.67 ft; thence N 80° 07' 47" E, 9.33 ft; thence N 9° 52' 13" W, 18.00 ft; thence N 80° 07' 47" E, 97.19 ft. to the W'ly R/W of Tarpon Center Road; thence N 14° 10' 40" W, 20.06 ft. to POB.

Parcel B: BEGIN at the intersection of the W'ly R/W line of Tarpon Center Road (60 ft. R/W) and a line which is parallel to and 581.05 ft. South of the North line of Lot 7, Block 4, Replat of a Portion of Gulfview Section of Venice as recorded in Plat Book 4, pages 97-100, Public Records of Sarasota County, Florida; thence S 14° 10' 40" E along the W'ly R/W line of Tarpon Center Road, 120.00 ft; thence S 80° 07' 47" W, 235 ft. more or less to the M/H/W mark of the Gulf of Mexico; thence NW'ly along said M/H/W mark, 168 ft. more or less, to a point which bears due West of the Point of Beginning; thence East 265 ft. to POB.

ALSO the N 463.12 ft. LESS the N 346.25 ft. of Lot 4, Block 6A, Replat of a Portion of Gulf View Section of Venice as recorded in Plat Book 4, pages 97-100, Public Records of Sarasota County, Florida.

LESS Parcel "A".

All lying and being in Sec.12, Twp.39S, Rge.18 E, Sarasota County Florida.

.1 The office of the Association shall be at Bahia Mar Apartments, Venice, Florida.

.2 The fiscal year of the Association shall be the calendar year.

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.3 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, an impression of which is in the margin of this paragraph.

2) Members

.1 The annual members' meeting shall be held at the office of the corporation at o'clock M., Eastern Standard Time, on of each year, for the purpose of electing directors and of 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.

.2 Special members' meetings 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-third of the votes of the entire membership.

.3 Notice of all members' meetings, stating the time and place and the 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 ten (10) days nor more than sixty (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 meetings.

.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purposes of determining a quorum.

.5 The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

.6 Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

.7 Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

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

.9 The order of business at annual members' meetings and, as far as practical at all other members' meetings, shall be:

- (a) Election of chairman of the meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

3) Directors.

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R.F.C.

.1 The Board of Directors will consist of _____ members during the first corporation year, and _____ members thereafter. Each member of the Board of Directors, other than the initial Board, shall be either the owner of an apartment or an interest therein, or the owner of an unimproved apartment building site.

.2 Election of Directors shall be conducted at the annual meetings and shall be determined by the cumulative voting method. After the first corporation year, the directors shall be the _____ nominees for office of Director receiving the highest number of votes at each annual meeting of the members of the corporation.

.3 The term of each director's service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (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 providing a quorum shall be present.

.5 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, unless such notice is waived.

.6 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 votes of the Board. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

.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.

.8 A quorum at directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Directors there be less than a quorum present, the majority of these present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

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

.10 Directors' fees, if any, shall be determined by the members.

4) Powers and duties of the Board of Directors. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, and the documents establishing the condominium, subject only to approval by apartment owners when such is specifically required. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include, but shall not be limited to, the following:

- .1 To make and collect assessments against members to defray the costs of the condominium.
- .2 To use the proceeds of assessments in the exercise of its powers and duties.
- .3 The maintenance, repair, replacement and operation of the condominium property.
- .4 The reconstruction of improvements after casualty and the further improvement of the property.
- .5 To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval in writing.
- .6 To approve or disapprove proposed purchasers, lessees and mortgagees of apartments in the manner provided by the condominium documents.
- .7 To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the Bylaws of the Association, and the regulations for the use of the property in the condominium.
- .8 To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.
- .9 To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartments subject to such liens.
- .10 To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.

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

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

5) Officers.

.1 The executive officers of the corporation shall be a President, who shall be a Director; a Vice 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 shall from time to time 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.

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

.3 The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

.4 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 the same 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 The Treasurer shall have the custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

.6 The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the condominium.

6) Fiscal Management. The provision for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

.1 Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment and for each unimproved apartment building site. 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 assessments.

.2 Budget.

(a) 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, including, but not limited to, the following items:

OFF. REC. 582 PAGE 43

(1) Common expense budget:

(i) Maintenance and operation of general common elements:

Landscaping
Office and Shop
Driveways and walkways

(ii) Utility services

(iii) Casualty insurance

(iv) Liability insurance

(v) Administration

(2) Apartment expense budget for each apartment building:

(3) Proposed assessments against each member:

(i) Common expense budget

(ii) Apartment building expense budget

(b) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

.3 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of 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.

.4 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 1 of the year following the year for which the report is made.

OFF.
REC. 582 PAGE 49

.5 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 Directors, but shall be at least the amount of the total annual assessments against members for recurring expenses. The premiums on such bonds shall be paid by the Association.

7) Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and Bylaws of the corporation or with the Statutes of the State of Florida.

8) Amendments. Amendments to the Bylaws shall be proposed and adopted in the following manner:

.1 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.

.2 A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Directors and 75% of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.

.3 Initiation. 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.

.4 Effective date. An amendment when adopted shall become effective only after being recorded in the Public Records of Sarasota County, Florida.

The foregoing were adopted as the Bylaws of BAHIA MAR APARTMENTS, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on

Secretary

APPROVED:

President

AMENDMENT TO BY-LAWS
OF
BAHIA MAR APARTMENTS

Q.P. 1308 PG 0197

THOSE certain By-Laws recorded as Exhibit C to that certain Declaration of Condominium recorded on Official Records 582, pages 1-70, inclusive, of the Public Records of Sarasota County, Florida is hereby amended as follows:

Paragraph 8.2 Amendments Resolution is hereby changed so as to read in toto as follows:

"8.2 A resolution adopting a proposed amendment must receive approval of a majority of the votes of the Board of Directors and 75% of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing."

The undersigned hereby certify that the foregoing amendment has been duly adopted by two-thirds of the votes of the members of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the members of the Association pursuant to Paragraph 8 of said By-Laws.

Dated this 21st day of April, 1980, at Venice, Sarasota County, Florida.

ATTEST:

BAHIA MAR APARTMENTS, INC.

Virginia G. Hughes
VIRGINIA G. HUGHES, Secretary

By: Kenneth D. Ruble
KENNETH D. RUBLE, President

WITNESSES:

Jane G. Ruble
Jane G. Ruble

Carol Ann Popper
Carol Ann Popper

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

STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, the undersigned authority, personally appeared KENNETH D. RUBLE, as President, and VIRGINIA G. HUGHES, as Secretary of Bahia Mar Apartments, Inc., to me well known to be the persons who executed the foregoing instrument and they acknowledged to and before me that they executed the same as such corporate officers and affixed thereto the seal of said corporation and that said instrument is the act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21st day of April, 1980.

My Commission Expires:

Carol Ann Popper
NOTARY PUBLIC

Notary Public, State of Florida at Large
My Commission Expires July 31, 1982
Bonded By U.S.F. & G.

APR 23 1 17 PM '80

This instrument prepared by
Board of Directors
Bahia Mar Apartments, Inc.
1100 Harbor Center Drive
Venice, Florida 33595

9 6 6 6 0 0

AMENDMENT OF BY LAWS

OF THE

523607

BAHIA MAR APARTMENTS, INC.

THOSE certain By-Laws recorded as exhibit C to that certain Declaration of Condominium recorded on Official Records 582, pages 1-70, inclusive, of the Public Records of Sarasota County, Florida has been amended as follows:

Paragraph 6.4 AN AUDIT is hereby amended so as to read in toto as follows:

"4 AN AUDIT of the accounts of the Association shall be made annually by a professional public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made."

The undersigned hereby certify that the foregoing amendment has been duly adopted by all the directors and by not less than Seventy-five percent (75%) of the members of the Association pursuant to paragraph 8 of said By-Laws.

Dated this 5th day of July, 1973, at Venice, Sarasota County, Florida.

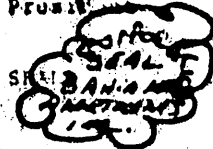
WITNESSES

Instrument was prepared by T. LAMAR HAZEN, JR. 241 Notaras Avenue Venice, Florida 33595

Edward L. Kelly Jr. [Signature]

By Wynan Hughes [Signature] WYMAN HUGHES, Pres.

(CORPORATE SEAL)



STATE OF FLORIDA) COUNTY OF SARASOTA)

Personally appeared before me WYMAN HUGHES, President of Bahia Mar Apartments, Inc., to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such Corporate Officer and affixed thereto the seal of said Corporation and that said instrument is the act and deed of such Corporation.

WITNESS my hand and seal in the County and State aforesaid this 5th day of July, 1973.

Edward L. Kelly Jr. [Signature] Notary Public

My Commission Expires:

Notary Public, State of Florida At Large My Commission Expires June 11, 1977 Bonded by U. S. F. & G.

JUL 6 9 52 AM '73

FILED AND RECORDED

CERTIFICATE OF AMENDMENT TO THE BY-LAWS

OF

BAHIA MAR APARTMENTS, INC.

303536

The undersigned does hereby certify that the By-Laws of BAHIA MAR APARTMENTS, INC., a corporation not for profit under the laws of the State of Florida, as recorded in Official Records 582, Pages 40 et seq., of the Public Records of Sarasota County, Florida, were duly amended pursuant to notice thereof, approval of more than two-thirds of the votes of the members of the Board of Directors and more than seventy-five percent of the votes of the members of the association at its annual meeting held on March 30, 1968, as follows:

Sections 3.1 and 3.2 of said By-Laws were amended so as to provide for five (5) directors and that the directors shall be the five nominees for office of director receiving the highest number of votes at each annual meeting of the members of the corporation.

Dated this 22nd day of April, 1968, at Venice, Sarasota County, Florida.

Prepared by: C. W. Adford, Smith, Bitt. 217 W. Myrtle Ave. Venice, Fla. 33595

BAHIA MAR APARTMENTS, INC.

BY:

Kenneth D. Ruble

Kenneth D. Ruble, President

Attest:

Virginia G. Hughes, Secretary



FILED AND RECORDED ROBERT W. ZINN, CLERK SARASOTA COUNTY, FLA. APR 29 11 53 AM '68

303536

Sworn to and subscribed before me this 22nd day of April 1968.

Virginia Miller, Notary Public



842 vs 201

THIS INSTRUMENT
PREPARED BY:

A. BRADFORD SMITH
217 W. Miami Ave.
VENICE, FLA. 33596

AMENDMENT TO DECLARATION OF CONDOMINIUM

372653

OF

BAHIA MAR APARTMENTS

That certain Declaration of Condominium recorded in Official Records 582, Pages 1-70, inclusive, of the public records of Sarasota County, Florida, has been amended as follows:

Paragraph 1.1, Purpose. The land is hereby amended by adding thereto the land described in that certain Quit Claim Deed recorded in Official Records 840, Pages 266, 267, 268, 269, 270 and 271 of the public records of Sarasota County, Florida, as described specifically in Exhibit "A" attached hereto, and which land is hereby submitted to condominium ownership.

The undersigned hereby certify that the foregoing amendment has been duly adopted by all of the Directors and by not less than seventy-five percent (75%) of the members of the Association pursuant to Paragraph 10 of said Declaration of Condominium.

Dated this 19th day of May, 1970, at Venice, Sarasota County, Florida.

BAHIA MAR APARTMENTS, INC.

ATTEST:

By Willis E. Blum
Vice President

Alberta L. Reid
Secretary

(SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, the undersigned authority, personally appeared WILLIS E. BLUM and ALBERTA L. REID as Vice President and Secretary respectively, of BAHIA MAR APARTMENTS, INC., and they acknowledged to and before me that they executed the foregoing Declaration of Condominium as such officers of said corporation and that they affixed thereto the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of May, 1970.

My Commission Expires: 2/23/72

A. Bradford Smith
Notary Public

THIS INSTRUMENT

PREPARED BY

A. BRADFORD SMITH JR.

217 W. Miami Ave.

VENICE, FLA.

OFF REC 842 N 292

REC 840 N 200

APR 13 1970

Quit-claim Deed, Executed this 13th day of **APRIL**, A.D. 1970, by **OTTO BERG and LEOMA BERG**, husband and wife, and **ALBERT T. ZERREIN and FLORENCE V. ZERREIN**, husband and wife,

first party, to **BAHIA MAR APARTMENTS, INC.** second party, to whose post-office address is 1100 Tarpon Center Drive, Venice, Florida

371409

2-25
7-25

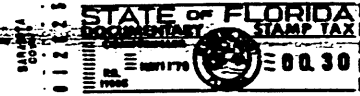
30
55

(Witness and locate the name "first party" and "second party" that include daughter and grand, title, last representation, and copies of individuals, and the names and dates of occupation, whenever the names of individuals or parties.)

Witnesseth, That the said first party, for and in consideration of the sum of \$1.00 to hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of **Sarasota** State of **Florida** to-wit:

That certain real property described in the survey of R.P. Sutton & Assoc., Inc., dated March 11, 1970, as Parcel "A", Parcel "B" and Parcel "C" which survey (represented by four sheets) is attached hereto and made a part hereof by reference.

This deed is being recorded to reflect a correction in the legal description and to show the true location of Bahia Mar Apartments' building as per Official Record Book 582, Pages 1 et sequa, and the legal description in Official Record Book 581, Page 909, all of the Public Records of Sarasota County, Florida.



To Have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:
William R. Koep
Elizabeth C. Coyle
as for Berg
Thomas J. Fitzpatrick
Alfred D. Jones
as for Zerrein

Otto Berg LS
OTTO BERG
Leoma Berg
LEOMA BERG
Albert T. Zerrein
ALBERT T. ZERREIN
Florence V. Zerrein LS
FLORENCE V. ZERREIN

STATE OF FLORIDA, COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared OTTO BERG and LEOMA BERG, husband and wife, to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State aforesaid this 13 day of APRIL, A.D. 1970.

William R. Koep



continued on reverse side

EXHIBIT "A"

EE 842 R 283

EE 840 R 267

STATE OF FLORIDA
COUNTY OF *Broward*

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared ALBERT T. KERRIN and FLORENCE V. KERRIN, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of May, 1970.

Donald J. Fitzpatrick
Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA IN LARGE
MY COMMISSION EXPIRES MAY 18, 1972
ISSUED THROUGH CASE NO. 8428498888



1970 The R. W. B. Book Company, Jacksonville, Florida

A. BRADFORD SMITH
217 W. Miami Ave.
VENICE, FLA. 3358

RETURN TO:

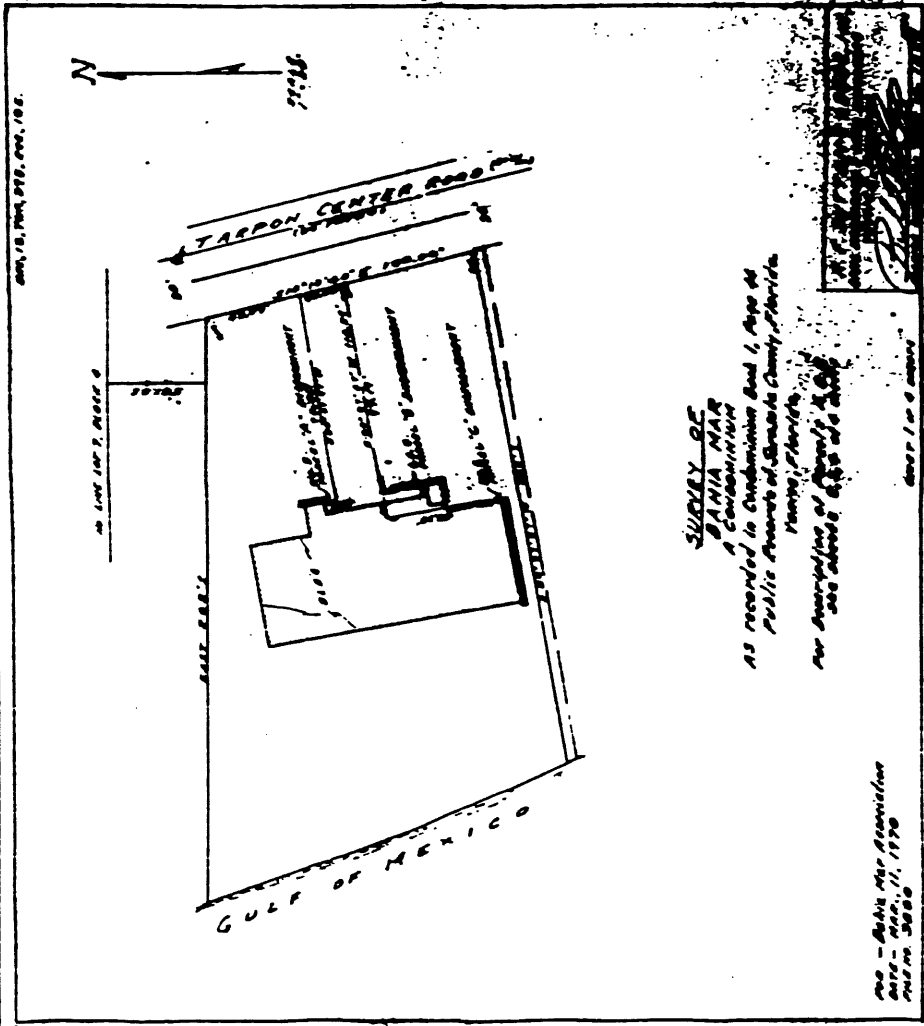
TO

Quit Claim Deed

FORM 1 1969 S. F. S.

842 N 294

340 N 268

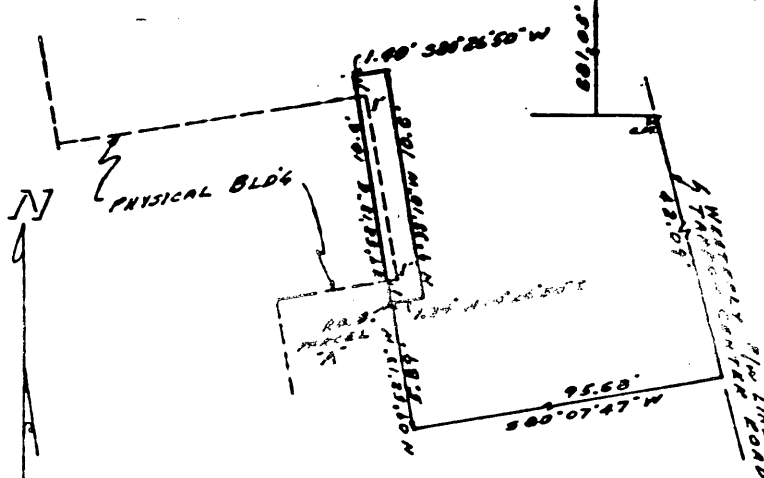


SURVEY OF
SAMIA MAR
 A CONDOMINIUM
 AS RECORDED IN DEEDBOOK 1, PAGE 44
 PUBLIC SQUARES OF BROWARD COUNTY, FLORIDA
 TOWN OF PALM BEACH
 FOR THE PURPOSES OF THE STATE OF FLORIDA
 DEED BOOK 1, PAGE 44

Map - Public Mar Condominium
 Date - Dec. 11, 1970
 Plate No. 3000

842 N 285-849-289

SEC 14, TWR 37 S, RNE 18 E.
NO. LINE LOT 7, BLOCK 4



SCALE
1" = 5'

PARCEL "A"

Begin at the intersection of the Westerly R/W line of Tarpon Center Road (60.00 foot R/W) and a line which is parallel to and 581.05 feet South of the North line of Lot 7, Block 4, PEPLAT OF A PORTION OF GULF VIEW SECTION, as recorded in Plat Book 4, Pages 97 - 100, Public Records of Sarasota County, Florida; thence S 14° 10' 40" E, along the Westerly R/W line of said Tarpon Center Road, 42.05 feet; thence S 80° 07' 47" W, 95.68 feet; thence W 09° 52' 13" W, 5.89 feet for a Point of Beginning; thence N 80° 26' 50" E, 1.34 feet; thence N 9° 33' 10" W, 18.6 feet; thence S 80° 26' 50" W, 1.40 feet; thence S 9° 52' 13" E, 10.6 feet to the Point of Beginning. All being a Part of Bahia Mar, A Condominium, as recorded in Condominium Book , Page .

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE MINIMUM REQUIREMENTS ADOPTED BY THE F.S.R.L.S. AND THE F.L.T.A.

NOTE:

- - I.P. - IRON PIPE
- - C.M. - CONCRETE MONUMENT

FOR: - Bahia Mar Association

DATE: - March 11, 1970

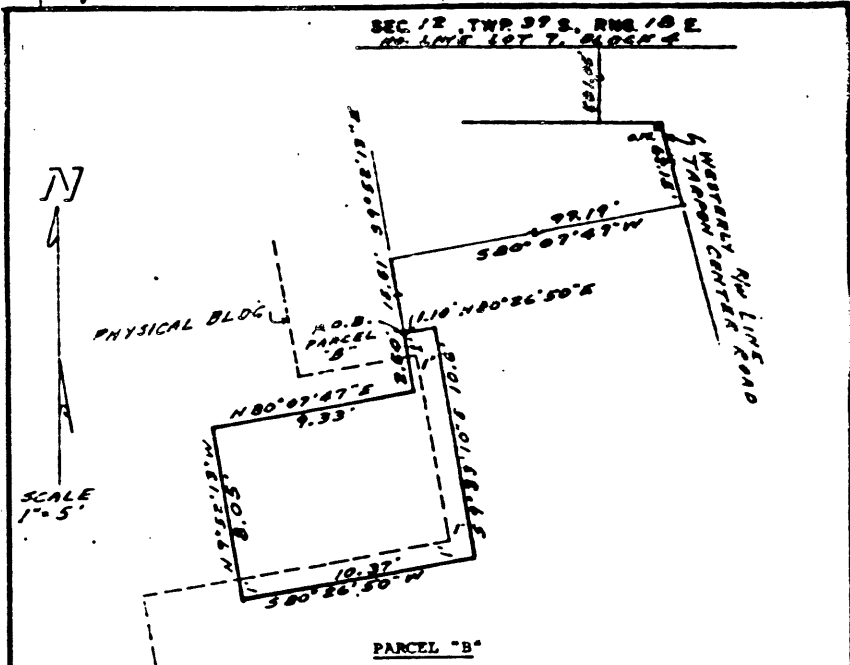
FILE NO: 3880

CLIENT:

Sheet 2 of 2 Sheets

R. F. BUTTON & ASSOC. INC.
CIVIL ENGINEERS & LAND SURVEYORS
200 E. MIAMI AVE. - VENICE, FLORIDA.
TELEPHONE: 488-7722

R. F. Button
PRES.
FLORIDA SURVEYORS' REG. NO. 1286



PARCEL "B"

Begin at the intersection of the Westerly R/W line of Tarpon Center Road (60.00 foot R/W) and a line which is parallel to and 581.05 feet South of the North line of Lot 7, Block 4, REPLAT OF A PORTION OF GULF VIEW SECTION, as recorded in Plat Book 4, Pages 97 - 100, Public Records of Sarasota County, Florida; thence S 14° 10' 40" E, along the Westerly R/W line of said Tarpon Center Road, 62.15 feet; thence S 80° 07' 47" W, 97.19 feet; thence S 9° 52' 13" E, 15.51 feet for a Point of Beginning; thence N 80° 26' 50" E, 1.10 feet; thence S 9° 33' 10" E, 10.6 feet; thence S 80° 26' 50" W, 10.37 feet; thence N 9° 52' 13" W, 8.05 feet; thence N 80° 07' 47" E, 9.33 feet; thence N 9° 52' 13" W, 2.50 feet to the Point of Beginning. All being a Part of Bahia Mar, A Condominium, as recorded in Condominium Book , Page .

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE MINIMUM REQUIREMENTS ADOPTED BY THE F.S.R.L.S. AND THE F.L.T.A.

NOTE:

- o - I.P. - IRON PIPE
- o - C.M. - CONCRETE MONUMENT

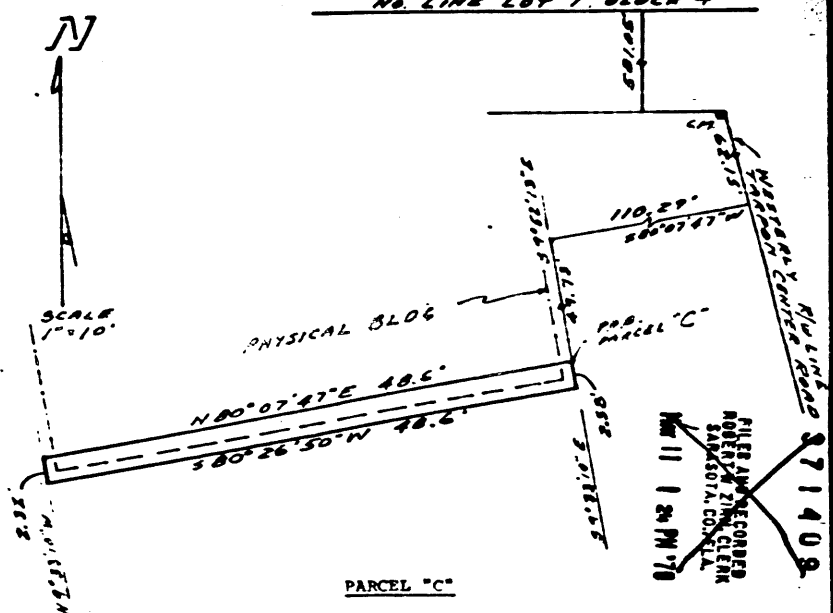
FOR: - Bahia Mar Association
 DATE: - March 11, 1970
 FILE NO: 3880
 CLIENT:

R. E. SUTTON & ASSOC., INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 200 E. MIAMI AVE. - VENICE, FLORIDA
 TELEPHONE: 488-7722

[Handwritten Signature]
 1970
 FLORIDA SURVEYORS' REG. NO. 1288

841-271 RE 842-297

SEC 18 TWR 37 S, RNG 18 E
NO. LINE LOT 7, BLOCK 4



PARCEL "C"

Begin at the intersection of the Westerly R/W line of Tarpon Center Road (60.00 foot P/W) and a line which is parallel to and 581.05 feet South of the North line of Lot 7, Block 4, REPLAT OF A PORTION OF GULF VIEW SECTION, as recorded in Plat Book 4, Pages 97 - 100, Public Records of Sarasota County, Florida; thence S 14° 10' 40" E, along the Westerly R/W line of said Tarpon Center Road, 62.15 feet; thence S 80° 07' 47" W, 110.29 feet; thence S 9° 52' 13" E, 49.73 feet for a Point of Beginning; thence S 9° 33' 10" E, 2.58 feet; thence S 80° 26' 50" W, 48.6 feet; thence N 9° 33' 10" W, 2.32 feet; thence N 80° 07' 47" E, 48.6 feet to the Point of Beginning. All being a Part of Bahia Mar, A Condominium, as recorded in Condominium book . . . Page . . .

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE MINIMUM REQUIREMENTS ADOPTED BY THE F.S.R.L.S. AND THE F.L.T.A.

NOTE:
 ○ - I.P. - IRON PIPE
 ■ - C.M. - CONCRETE MONUMENT
 FOR: - Bahia Mar Association
 DATE: - March 11, 1970
 FILE NO: 3880
 CLIENT:

R. F. SUTTON & ASSOC., INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 200 E. MIAMI AVE. - VENICE, FLORIDA.
 TELEPHONE: 488-7728

FILED AND RECORDED
 MARCH 11 1970
 Robert W. Zinn, Clerk
 SARASOTA CO. FLORIDA

[Signature]
 PROFESSIONAL SURVEYOR
 FLORIDA SURVEYORS REG. NO. 1258

Sheet 4 of 4 Sheets

37263

Dist. 7-1-1970

6. a. 12.

REC 873 n 530

AMENDMENT TO DECLARATION OF CONDOMINIUM
TO
BAHIA MAR APARTMENTS

333368

That certain Declaration of Condominium recorded on Official Records 582, Pages 1-70, inclusive, of the public records of Sarasota County, Florida, has been amended as follows:

Paragraph 7.4, Leasing: is hereby deleted and the following paragraph substituted in lieu thereof.

"Entire apartments may be rented, provided the occupancy is only by the lessee and his family and is for not less than one month and not more than ten months out of any consecutive twelve months. No rooms may be rented and no transient tenants accommodated. No rentals shall be made to families with children under the age of twenty years or pets. The Board of Directors must be notified in advance of:

- A. The lessee's name.
- B. The estimated date of arrival.
- C. The duration of any lease or rental."

The undersigned hereby certify that the foregoing amendment has been duly adopted by all of the Directors and by not less than seventy-five percent (75%) of the members of the Association pursuant to Paragraph 10 of said Declaration of Condominium.

Dated this 30th day of December, 1970, at Venice, Sarasota County, Florida.

BAHIA MAR APARTMENTS, INC.
BY:

Otto Berg
Otto Berg, President

Attest:

Alberta L. Reid
Alberta L. Reid, Secretary

THIS INSTRUMENT
PREPARED BY:

A. BRADFORD SMITH
217 W. Miami Ave.
VENICE, FLA. 33595

6. a. 12.

STATE OF FLORIDA
COUNTY OF SARASOTA

81
REC 873 K 531

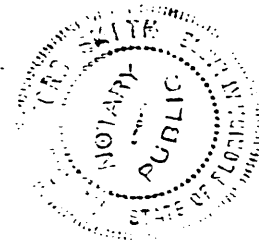
Before me, the undersigned authority, personally appeared
Otto Berg and Alberta L. Reid
as President and Secretary respectively, of BAHIA MAR APARTMENTS,
INC., and they acknowledged to and before me that they executed
the foregoing Amendment to Declaration of Condominium as such
officers of said corporation and that they affixed thereto the
official seal of said corporation, and that the foregoing instru-
ment is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official
seal this 30th day of December, 1970.

A. Bradford Smith
Notary Public

My commission expires: 8/23/72

Notary Public, State of Florida, No. 12345
My Commission Expires: 8/23/72
Signed: A. Bradford Smith



FILED AND RECORDED
ROBERT W. ZINN, CLERK
SARASOTA, CO., FLA.
JAN 4 9 47 AM '71

393368

AMENDMENT TO DECLARATION OF CONDOMINIUM

TO

BAHIA MAR APARTMENTS

525604

THAT certain Declaration of Condominium recorded on Official Records 582, pages 1-70, inclusive, of the Public Records of Sarasota County, Florida, and from time to time previously amended by recordation in the same public records is hereby amended as follows:

There is hereby added to the same declaration of Condominium a new subparagraph under paragraph 7 which shall be numbered paragraph 7.01 and will read as follows:

"7.01 CHILDREN AND PETS. Effective with the recording of this amendment no pets shall be permitted on the premises which a majority of the board of directors determine to constitute a nuisance. In addition no children under the age of twenty (20) years, will be permitted to reside in any apartment unit."

Paragraph 7.4 LEASING: is hereby changed to read in toto as follows:

"7.4 LEASING. Entire apartments may be rented, except as provided in paragraph 8.02 below, provided the occupancy is only by the lessee and his family and is for not less than one month and not more than ten months out of any consecutive twelve months. No rooms may be rented and no transient tenants accommodated. No rentals shall be made to families with children under the age of twenty years or pets."

There is hereby added to the said Declaration of Condominium two new subparagraphs under paragraph 8 which shall be numbered paragraphs 8.01 and 8.02 and will read as follows:

"8.01 OWNERSHIP OF MORE THAN ONE APARTMENT. Effective upon the recordation of this amendment no individual, individuals, partnership, limited partnership or corporation may hold title to more than one apartment in Bahia Mar at the same time. This does not apply to a Mortgagee who acquires title by virtue of having a mortgage on the property and whose acquisition of title results from matters beyond the control of said Mortgagee."

"8.02 FUTURE RENTAL OF APARTMENTS. Effective with the recording of this amendment any individual, individuals, partnership, limited partnership or corporation that subsequently enters into a contract for the purchase of an apartment and acquires title to the same shall be prohibited from renting the unit so acquired. This shall not apply to a mortgagee who acquires title as a result of the mortgage but shall apply to subsequent purchasers from the mortgagee."

Paragraph 8.1 SALE OR LEASE. is hereby changed to read in toto as follows:

"8.1 SALE OR LEASE. No apartment owner may sell or lease an apartment without prior approval of the Association. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval of all occupants of the apartment. The approval of the Association shall be obtained in the manner hereinafter provided: EXCEPT, the provisions of this Section 8 entitled Conveyances shall not apply to a transfer to, or a purchase by, a bank, life insurance company, or federal savings and loan association which acquires its title as the result of owning a first mortgage upon the apartment concerned and this shall be so whether the title is acquired by a deed from the mortgagor or through foreclosure proceedings; but such provisions shall apply to a transfer, sale or lease by a bank, life insurance company or federal savings and loan association which so acquired its title."

THIS INSTRUMENT WAS PREPARED BY
LAMAR HAZEN, JR.
241 Nokomis Avenue
Venice, Florida 33592

(a) NOTICE TO ASSOCIATION. An apartment owner intending to make a bona fide sale or a bona fide lease of his apartment, or any interest therein, shall give written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Association may reasonably require, and the terms of the proposed transaction. The association shall be entitled to charge a reasonable fee, to be set by the Board of Directors, to cover the cost of investigation and paper work involved with such application.

(b) ELECTION OF ASSOCIATION. Within 30 days after receipt of such notice, the association must either approve or disapprove the transaction. If a sale is disapproved, the association must furnish a purchaser approved by the Association who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser furnished by the Association may not have less than 30 days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned, as elsewhere stated. The approval of the association shall be in recordable form and shall be delivered to the purchaser or lessee and recorded in the Public Records of Sarasota County, Florida.

The undersigned hereby certify that the foregoing amendment has been duly adopted by all the directors and by not less than Seventy-five percent (75%) of the members of the Association pursuant to paragraph 10 of said declaration of Condominium.

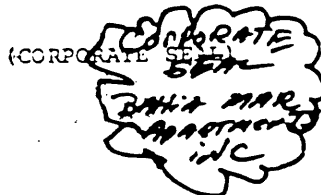
Dated this 5th day of July, 1973, at Venice, Sarasota County, Florida.

BAHIA MAR APARTMENTS, INC.

WITNESSES

Edward L. Kelly Jr.
Joseph M. Garcia

By Wyman Hughes
WYMAN HUGHES, President



STATE OF FLORIDA)
COUNTY OF SARASOTA)

Personally appeared before me WYMAN HUGHES, President of Bahia Mar Apartments, Inc., to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same as such Corporate Officer and affixed thereto the seal of said Corporation and that said instrument is the act and deed of such Corporation.

WITNESS my hand and seal in the County and State aforesaid this 5th day of July, 1973.

Edward L. Kelly Jr.
Notary Public

My Commission Expires:

Notary Public, State of Florida At Large
My Commission Expires June 11, 1977
Bonded by U. S. F. & G.

EL 44 25 6 9 770

RECORDED

Pac 37-20

1226 pg 1703

THIS INSTRUMENT PREPARED BY:

ROBERT L MOORE
P.O. Box 1767
Venice, Fl. 33595

826445

AMENDMENT TO DECLARATION OF CONDOMINIUM

BAHIA MAR, A CONDOMINIUM

Know all men by these presents that the undersigned do hereby submit to Condominium ownership of Bahia Mar, a Condominium, pursuant to Chapter 718, Florida Statutes, known as the Condominium Act, the following described land and improvements thereon, situate, lying and being in the County of Sarasota, State of Florida, being more particularly described as follows:

Begin at the intersection of the Westerly R/W line of Tarpon Center Road (60 ft. R/W) and a line which is parallel to and 581.05 ft. South of the North line of Lot 7, Block 4, Replat of a Portion of Gulfview Section of Venice as recorded in Plat Book 4, pages 97-100, Public Records of Sarasota County, Florida; thence South 14°10'40" E, along the Westerly R/W line of Tarpon Center Road, 120.00 ft; thence S 80°07'47" W, 235 ft. more or less to the M/H/W mark of the Gulf of Mexico; thence North westerly along said M/H/W mark, 168 ft. more or less, to a point which bears due West of the POB; thence East 265 ft. to POB.

ALSO, the North 463.12 ft. LESS the North 346.25 ft. of Lot 4, Block 6A, Replat of a Portion of Gulfview Section of Venice, as recorded in Plat Book 4, pages 97-100, Public Records of Sarasota County, Florida.

LESS: Commence at the intersection of the Westerly R/W line of Tarpon Center Road (60 ft. R/W) and a line which is parallel to and 581.05 ft. South of the North line of Lot 7, Block 4, Replat of a Portion of Gulfview Section of Venice as recorded in Plat Book 4, pages 97-100, Public Records of Sarasota County, Florida; thence S 14°10'40" E along the Westerly R/W of said Tarpon Center Road 42.09 ft. for a POB; thence S 80°07'47" W 95.68 ft; thence 9°52'13" W, 17.33 ft; thence S 80°07'47" W, 9.33 ft.; thence N 9°52'13" W, 31.67 ft.; thence S 80°07'47" W, 52.67 ft; thence S 9°52'13" E, 118.67 ft.; thence N 80°07'47" E, 52.67 ft; thence N 9°52'13" W, 31.67 ft; thence N 80°07'47" E, 9.33 ft; thence N 9°52'13" W, 18.00 ft; thence N 80°07'47" E, 97.19 ft. to the Westerly R/W of Tarpon Center Road, thence N 14°10'40" W, 20.06 Ft. to POB. All lying and being in Section 12, Township 39S, Range 18E, Sarasota County, Florida.

Property known commonly as the "leased property" of Bahia Mar, a condominium.

The Declaration of Bahia Mar, a Condominium, being recorded in Official Record Book 582, page 1 - 73, inclusive, and the plat being recorded in Condominium Book 1, pages 44 and 44 A, all in the public records of Sarasota County, Florida.

ACCEPTANCE OF CONDOMINIUM OWNERSHIP

The undersigned being all the unit owners of Bahia Mar, a Condominium, hereby agree to accept the property described above for Condominium ownership and as part of the common elements of Bahia Mar, a Condominium.

In witness whereof the undersigned have caused these presents to be signed the 17th day of January, 1978.

WITNESSES:

Robert L Moore
Jane G. Ruble

Unit Owner & Owner of 1/20th of Dedicated Property

Kenneth D. Ruble
Kenneth D. Ruble
Jane G. Ruble
Jane G. Ruble

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Kenneth D. and Jane S. Ruble to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of January, 1978

Notary Public, State of Florida at Large
My Commission Expires Apr. 2, 1979
Bonded by U S F & G

Joy E. Lumb
Notary Public
My Commission Expires:

WITNESSES:

Robert L. Moore
Joy E. Lumb

Wyman Hughes
Wyman Hughes
Virginia G. Hughes
Virginia G. Hughes &

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Wyman Hughes and Virginia G. Hughes to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of January, 1978

Joy E. Lumb
Notary Public
My Commission Expires:

WITNESSES:

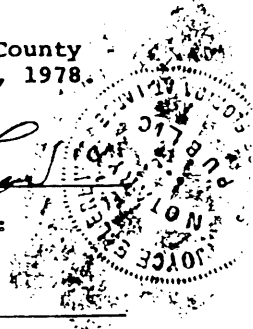
Joy E. Lumb
Patricia Carpenter

Charles M. Stearns
Charles M. Stearns
Magdalen B. Stearns

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Charles M. and
Magdalen B. Stearns to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of January, 1978.



James C. Lumb
Notary Public
My Commission Expires:

WITNESSES:

Robert L. Moore

Henry C. Bahret

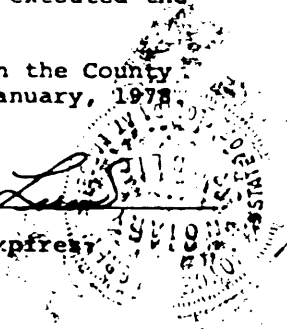
James C. Lumb

Elizabeth P. Bahret
Elizabeth P. Bahret

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared
Elizabeth P. Bahret to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of January, 1978.



Notary Public, State of Florida at Large
My Commission Expires Apr. 2, 1979
Bonded by U S F & G

James C. Lumb
Notary Public
My Commission Expires:

WITNESSES:

Robert L. Moore

Harlan M. Walker
Harlan M. Walker

James C. Lumb

Sarah B. Walker
Sarah B. Walker

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Harlan M. and Sarah B. Walker to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of January, 1978

Notary Public, State of Florida at Large
My Commission Expires Apr. 2, 1979
Bonded by U S F & G

Joseph C. Lewis
Notary Public
My Commission Expires: 1979

WITNESSES:

Robert L. Moore
Joseph C. Lewis

Curtis R. Stoutenburg
Curtis R. Stoutenburg
Eugene E. Stoutenburg
Eugene E. Stoutenburg

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Curtis R. and Eugene E. Stoutenburg to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of January, 1978

Notary Public, State of Florida at Large
My Commission Expires Apr. 2, 1979
Bonded by U S F & G

Joseph C. Lewis
Notary Public
My Commission Expires: 1979

WITNESSES:

Robert L. Moore
Joseph C. Lewis

Delight M. Luke
Delight M. Luke

STATE OF FLORIDA
COUNTY OF SARASOTA

REC 1226 PG 1707

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard M. Luke to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County of Sarasota and State last aforesaid this 17th day of January, 1978

Notary Public, State of Florida at Large
My Commission Expires Apr. 2, 1979
Bonded by U S F & G

James C. Lums
Notary Public
My Commission Expires:

WITNESSES:

Robert J. Moore Werner P. Hollatz
Werner P. Hollatz
James C. Lums Waltraut G. Hollatz
Waltraut G. Hollatz

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Walter J. Rankin to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County of Sarasota and State last aforesaid this 17th day of January, 1978

Notary Public, State of Florida at Large
My Commission Expires Apr. 2, 1979
Bonded by U S F & G

James C. Lums
Notary Public
My Commission Expires:

WITNESSES:

Robert J. Moore Roy S. Rankin
Roy S. Rankin
James C. Lums Edna R. Rankin
Edna R. Rankin

REC 1226 PG 1707

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ray J. and Edna K. Rankin to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County of Sarasota and State last aforesaid this 17th day of January, 1978.

Notary Public, State of Florida at Large
My Commission Expires Apr. 2, 1979
Bonded by U S F & G

Jorge E. Lanza
Notary Public
My Commission Expires: 4/2/79

WITNESSES:

Robert J. Moore
Jorge E. Lanza

Carl F. Kobelt
Linda Kobelt

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Carl F. and Linda Kobelt to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County of Sarasota and State last aforesaid this 17th day of January, 1978.

Notary Public, State of Florida at Large
My Commission Expires Apr. 2, 1979
Bonded by U S F & G

Jorge E. Lanza
Notary Public
My Commission Expires: 4/2/79

WITNESSES:

Jorge E. Lanza
Patricia Carpenter

Charles Carapellotti
Jeanne M. Carapellotti

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared *Charles and Jeanne M. Carapellotti* to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of January, 1978

Notary Public, State of Florida at Large
My Commission Expires Apr. 2, 1979
Bonded by U S F & G

Joy C. Leach
Notary Public
My Commission Expires: 1978

WITNESSES:

Robert L Moore
Joy C. Leach

Alan H. Rankin
Alan H. Rankin

Lorraine C. Rankin
Lorraine C. Rankin

Alvera Finn
Alvera Finn

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared *Alan H. Rankin, Lorraine C. Rankin & Alvera Finn* to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of January, 1978

Joy C. Leach
Notary Public
My Commission Expires:

WITNESSES:

Robert L Moore
Joy C. Leach

Robert M. VanDuzer
Robert M. VanDuzer

Grace M. VanDuzer
Grace M. VanDuzer

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert M. and Mary M. Van Dusen to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of January, 1978.

Notary Public, State of Florida at Large
My Commission Expires Apr. 2, 1979
Bonded by U S F & G

Joyce C. Leland
Notary Public
My Commission Expires 1978

WITNESSES:

Robert J. Moore
Joyce C. Leland

Otto Berg
Otto Berg

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Otto Berg to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of January, 1978.

Notary Public, State of Florida at Large
My Commission Expires Apr. 2, 1979
Bonded by U S F & G

Joyce C. Leland
Notary Public
My Commission Expires 1978

WITNESSES:

Robert J. Moore
Joyce C. Leland

Virginia McCammack
Virginia McCammack

STATE OF FLORIDA

COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Virginia McCannick to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of January, 1978.

Notary Public, State of Florida at Large
My Commission Expires Apr. 2, 1979
Bonded by U S F & G

Notary Public
My Commission Expires

James E. Lewis
Notary Public Seal

WITNESSES:

James E. Lewis
Robert L. Moore

Melvin C. Mielke
Melvin C. Mielke
Eleanor M. Mielke
Eleanor M. Mielke

STATE OF FLORIDA

COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Melvin C. and Eleanor M. Mielke to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of January, 1978.

Notary Public
My Commission Expires

James E. Lewis
Notary Public Seal

WITNESSES:

Patricia Carpenter
James E. Lewis

James F. Beatty, Jr.
James F. Beatty, Jr.
Ruth A. Beatty
Ruth A. Beatty

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James J. Beatty Jr. and Ruth A. Beatty to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County of Sarasota and State last aforesaid this 17th day of January, 1978.

James C. Land
Notary Public, State of Florida at Large
My Commission Expires Apr. 2, 1979
Bonded by U S F & G

WITNESSES:

Robert J. Moore
James C. Land
Ambrose T. Nolan
Mary E. Nolan
Ambrose T. Nolan
Mary E. Nolan

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ambrose T. Nolan and Mary E. Nolan to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County of Sarasota and State last aforesaid this 17th day of January, 1978.

James C. Land
Notary Public, State of Florida at Large
My Commission Expires Apr. 2, 1979
Bonded by U S F & G

WITNESSES:

Robert J. Moore
James C. Land
Toshid Kono
Toshid Kono

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared

Josid Kono to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County of Sarasota and State last aforesaid this 17th day of January, 1978

Notary Public, State of Florida at Large
My Commission Expires Apr. 2, 1979
Bonded by U S F & G

[Signature]
Notary Public
My Commission Expires:

WITNESSES:

[Signature]
[Signature]

[Signature]
Daniel S. Wilcox
[Signature]
Marie W. Wilcox

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DANIEL AND MARIE Wilcox to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County of Sarasota and State last aforesaid this 11th day of January, 1978.
March (27)

[Signature]
Notary Public
My Commission Expires:

NOTARY PUBLIC
WILCOX COUNTY, FLORIDA

Bahia Mar Apartments Inc.

Seal:

By: Warren Hughes
President



ATTEST:

Kenneth D. Roble
Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Warren Hughes and Kenneth D. Roble well known to me to be the _____ President and Secretary respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of January, A. D. 1978

George C. [Signature]
Notary Public, State of Florida at Large
My Commission Expires Apr. 2, 1979
Bonded by U S F. & G.

MAR 23 11 46 AM '78
FILED AND RECORDED
IN THE PUBLIC RECORDS
ASSOCIATION OF FLA.

826445

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF
BAHIA MAR APARTMENTS, A CONDOMINIUM

BAHIA MAR APARTMENTS, INC., a Florida corporation not for profit, the operating Association for Bahia Mar Apartments, a condominium, according to the Declaration of Condominium recorded in Sarasota County, Florida Official Records Book 582, Page 1, and as amended, does hereby CERTIFY that pursuant to notice duly given in accordance with the by-laws of the Association, a special meeting of the membership of Bahia Mar Apartments, Inc., was held at 10:00 A.M. on May 15, 1979, at 1000 Tarpon Center Drive, Venice, Florida, and at that meeting the members of the Association did vote as follows:

1. To add to the Declaration of Condominium a new subparagraph 8.03 as follows:

"8.03 RESTRICTIONS ON RENTAL. From and after the date of the recordation of this amendment among the Public Records of Sarasota County, Florida, no person, firm or corporation acquiring any interest in an apartment by conveyance, gift, devise, or otherwise, shall subsequently rent the apartment so acquired; provided that this prohibition shall not apply to a bank, life insurance company, or federal savings and loan association which acquires its interest as a result of owning a first mortgage upon the apartment and this shall be so whether the interest is acquired by deed from the mortgagor or through foreclosure proceedings; but further provided that such prohibition shall apply to subsequent transferees of such acquiring mortgagee's interest. To meet special situations and to avoid undue hardship, the Board of Directors may grant permission to an owner affected by Paragraph 8.02 or this paragraph to lease his apartment to a specified tenant for a period of not more than ten consecutive months."

2. Of the unit owners entitled to vote, 17 voted in favor of the foregoing amendment and one voted in opposition; and the percentage of unit owners entitled to vote and voting in favor of that document was 85%.

IN WITNESS WHEREOF, Bahia Mar Apartments, Inc., has caused this Certificate to be executed by its President, Wyman Hughes, and its corporate seal to be attached hereto by its Secretary, Curtis Stoutenburg, this 18th day of May, 1979.

ATTEST:

BAHIA MAR APARTMENTS, INC.

CURTIS STOUTENBURG, Secretary

WYMAN HUGHES, President

WITNESSES:

Kenneth D. Rable

Jane G. Rable

THIS INSTRUMENT PREPARED BY
R. NERWOOD GAY, III
ATTORNEY AT LAW
P.O. BOX 1614
VENICE, FL 33595

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of May, 1979 by WYMAN HUGHES, as President, and CURTIS STOUTENBURG, as Secretary of Bahia Mar Apartments, Inc., a Florida Corporation not for profit, on behalf of the corporation.

[Signature]
NOTARY PUBLIC

My commission expires: 10/11/71

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

BAHIA MAR APARTMENTS

THAT certain Declaration of Condominium recorded on Official Records 582, pages 1-78, inclusive, of the Public Records of Sarasota County, Florida is hereby amended as follows:

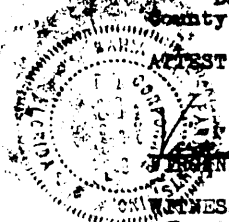
Paragraph 10.1 (b) Amendment Declaration of Condominium RESOLUTION. The last sentence is hereby changed to read as follows:

"(b) Resolution. Such approvals must be by a majority of the Directors and by not less than 75% of the members of the Association."

The undersigned hereby certify that the foregoing amendment has been duly adopted by all the Directors and by not less than seventy-five percent (75%) of the members of the Association pursuant to Paragraph 10 of said Declaration of Condominium.

Dated this 21st day of April, 1980, at Venice, Sarasota County, Florida.

09 1338 PG 0198



ATTEST:

BAHIA MAR APARTMENTS, INC.

Virginia G. Hughes
VIRGINIA G. HUGHES, Secretary

By: Kenneth D. Ruble
KENNETH D. RUBLE, President

WITNESSES:

Jane G. Ruble
Jane G. Ruble
Carol Ann Hopper
Carol Ann Hopper

STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, the undersigned authority, personally appeared KENNETH D. RUBLE, as President, and VIRGINIA G. HUGHES, as Secretary of Bahia Mar Apartments, Inc., to me well known to be the persons who executed the foregoing instrument and they acknowledged to an before me that they executed the same as such corporate officers and affixed thereto the seal of said corporation and that said instrument is the act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21st day of April, 1980.

My Commission Expires:
Notary Public, State of Florida
My Commission Expires July 31, 1982
Bonded By U. S. F. & G.

Carol Ann Hopper
NOTARY PUBLIC

This instrument prepared by
Board of Directors
Bahia Mar Apartments, Inc.
1102 Tarmon Center Drive
Venice, Florida 33595

APR 23 1 17 PM '80

RECORDS AND REVENUE
SARASOTA COUNTY, FLORIDA

166600

RECORDERS NOTE: Legibility of writing, typing or printing for reproduction purposes may be unsatisfactory in this document when recorded.

TO THE

DECLARATION OF CONDOMINIUM

OF

BAHIA MAR APARTMENTS, a Condominium

BAHIA MAR APARTMENTS, INC., its address being 1100 TARPON CENTER DRIVE, Sarasota County, Florida, by the hands of the undersigned hereby certify that.

The Declaration of Condominium of BAHIA MAR APARTMENTS, a Condominium is recorded in O.R. Book 713, page 521 et seq., of the Public Records of Sarasota County, Florida. The following amendments to the Declaration of Condominium were then submitted to the entire membership of the Association at its meeting called and held on the 16 day of JANUARY, 1993, and approved by affirmative vote of all the Directors by not less than seventy-five percent (75%) of the members of the Association as required by the Declaration of Condominium.

Article .4, Assessments, paragraph (d), Assessment of Common Expenses, is hereby amended to read as follows:

(d) Assessments for common Expenses. Assessments for common expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding for which the assessments are made, and at such other and additional times as in the judgment of the Board of Directors, additional common expenses assessments are required for the proper management, maintenance and operation of the common elements. Such annual assessments shall be due and payable in ~~12~~ 4 equal quarterly consecutive ~~monthly~~ payments, on the first day of each ~~month~~ quarter, beginning with January of the year for which the assessments are made. The total of the assessments shall be in the amount of the estimated common expenses for the year, including a reasonable allowance for contingencies and reserves, less the amounts of unneeded common expense account balances and less the estimated payments to the Association for defraying the costs of the use of common elements. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date, until changed by a new assessment.

OFFICIAL RECORDS
BOOK 2495 PAGE 2569

Kanetsky ✓
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Keb...

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 5th day of April, 1993.

ATTEST: BAHIA MAR APARTMENTS, INC.
By: Kenneth D. Ruble Secretary By: [Signature] President

WITNESSES:
[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Roger O. Haviland, as President and Kenneth D. Ruble, as Secretary, of BAHIA MAR APARTMENTS, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment of Declaration of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment of Declaration of Condominium and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Venice, Sarasota County, Florida this 5th day of April, 1993.

KATRINA PRALA
Notary Public, State of Florida
My comm. expires April 4, 1995
Comm. No. CC096312

Katrina Prala
Printed Name of Notary:
Katrina Prala
Notary Public
Commission # CC096312

My Commission Expires:

THIS INSTRUMENT PREPARED BY ✓
SHARON S. VANDER WULP 180
ATTORNEY AT LAW
P.O. BOX 1767
VENICE, FLORIDA 34284-1767

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97028452

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM

OF

BAHIA MAR APARTMENTS, a condominium

BAHIA MAR APARTMENTS, INC., its address being 1100 Tarpon Center Drive, Venice, Sarasota County, Florida 34285, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of BAHIA MAR APARTMENTS, a condominium is recorded in O.R. Book 713, page 521, et seq., of the Public Records of Sarasota County, Florida. The following amendment to the Declaration of Condominium was submitted to the entire membership of the Association at its meeting called and held on the 4th day of March, 1997, and approved by affirmative vote of not less than 75% of the total membership of the Association as required by the Declaration of Condominium.

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

Article 7.1, Use Restrictions, Children and Pets, is hereby amended to read as follows:

.01 CHILDREN AND PETS. Effective with the recording of this amendment, unit owners or occupants may not keep animals on the condominium premises or in a condominium unit. Currently there are no pets in units nor on the condominium premises. no pets shall be permitted on the premises which a majority of the board of directors determine to constitute a nuisance. In addition no children under the age of twenty (20) years, will be permitted to reside in any apartment unit.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 12 day of March, 1997.

ATTEST: BAHIA MAR APARTMENTS, INC.
By: Kenneth P. Ruble Secretary
By: Robert H. Rank President

WITNESSES:
Douglas Lewman
Bob Barrett Jr.

OFFICIAL RECORDS
BOOK 2948
PAGE 1263

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Robert H. Rankin, as President and Kenneth Lytle, as Secretary, of BAHIA MAR APARTMENTS, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to the Declaration of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment to the Declaration of Condominium and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Venice, Sarasota County, Florida this 12th day of March, 1997.

Katrina Prala
Printed Name of Notary:
Katrina Prala
Notary Public
Commission # CC 451132

My Commission Expires:



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

RECORDED IN OFFICIAL RECORDS
97 MAR 17 PM 3:01
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

7. Use Restrictions. The use of the property of the condominium shall be in accordance with the following provisions:

.1 Single Family Residences. The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the apartments for which provision is made by the condominium documents shall be occupied only by a single family as its residence and for no other purpose.

.2 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist.

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

.4 Leasing. Entire apartments may be rented, provided the occupancy is only by the lessee and his family and is for not less than one month and no more than ten months out of any consecutive twelve months. No rooms may be rented and no transient tenants accommodated.

.5 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium, upon request.

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