

Prepared By and To Be Returned To:
Robert S. Freedman, Esquire
Carlton, Fields, Ward, Emmanuel,
Smith & Cutler, P.A.
Post Office Box 3239
Tampa, Florida 33601

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CERTIFICATE OF FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE MAYFAIR HOUSE, A CONDOMINIUM

The Mayfair House Condominium Association of Manatee County, Inc., a not-for-profit corporation organized under the laws of the State of Florida ("Association"), hereby certifies as follows:

RECITALS

- A. The Declaration of Condominium of The Mayfair House, a Condominium ("Declaration") was recorded in O.R. Book 1360, Page 2929, Public Records of Manatee County, Florida.
- B. The original Condominium drawings for the Condominium were recorded as Exhibit No. 1 to the Declaration ("Original Drawings").
- C. The Articles of Incorporation of the Association ("Articles") and Bylaws of the Association ("Bylaws") were recorded as Exhibits "B" and "C" to the Declaration, respectively.
- D. Fairways Partners Limited Partnership, an Illinois limited partnership ("Declarant") purchased all Units in The Mayfair House, a Condominium (the "Condominium") from Fru-Con Ocean Gulf Park, Ltd., a Florida limited partnership.
- E. Article XI of the Declaration states that the Declaration may be amended at any time and from time to time upon the affirmative vote of voting representatives representing sixty-five percent (65%) of the units in the Condominium, which amendment shall be evidenced by a certificate of amendment executed with the formalities a deed, executed by the president or vice-president of the Association and including such other information as set forth in Section XI. D. of the Declaration.
- F. Declarant owns all the Units in the Condominium.
- G. The following amendments to the Declaration were adopted by the written consent of one hundred percent (100%) of the unit owners of the Condominium and the sole member of the Association pursuant to that certain Written Action of Owner of One Hundred Percent of the Units in The Mayfair House, a Condominium, Written Action of Sole Member of The Mayfair House Condominium Association, Inc., and Unanimous Written Action of the Board of Directors of The Mayfair House Condominium Association, Inc., Taken in Lieu of Meeting dated July 17, 1996.
- H. The joinder and consent of the mortgagee is attached hereto and made a part hereof.

I. Accordingly, the Declaration is hereby amended as set forth below, as evidenced by this Certificate, pursuant to Article XI of the Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended as follows:

1. The name of the Condominium is hereby amended to be "The Terra Ceia Club, A Condominium," and all references in the Declaration to the Condominium shall mean "The Terra Ceia Club, A Condominium."

2. The Original Drawings are hereby replaced with the Condominium drawings recorded in Condominium Book 28, Page 185, of the public records of Manatee County, Florida ("Amended Drawings"), which modify certain easements shown on the Original Drawings and modify the size and configuration of certain Units, and which Amended Drawings shall constitute Exhibit No. 1 to the Declaration. For convenience and reference, a reduced-in-size copy of the Amended Drawings is attached hereto as Exhibit No. 1 hereof.

3. Article II of the Declaration is hereby amended to read as follows (CODING: words ~~stricken~~ are deletions; words double underscored are additions):

The name by which this Condominium is to be identified is "~~The Mayfair House~~ The Terra Ceia Club, a A Condominium," which shall be located at 2320 Terra Ceia Bay Boulevard, Palmetto, Florida 34221.

4. Article III, Section 5 of the Declaration is hereby amended to read as follows:

CONDOMINIUM shall mean and refer to that form of ownership of real property which is created pursuant to the terms of the Condominium Act, which is comprised of Units that may be owned by one or more Persons, and in which there is, appurtenant to each Unit, an undivided share in Common Elements. The term shall also mean ~~The Mayfair House,~~ Terra Ceia Club, a A Condominium, as established by this Declaration.

5. Article III, Section 7 of the Declaration is hereby amended to read as follows:

CONDOMINIUM ARTICLES OF INCORPORATION or ARTICLES OF INCORPORATION shall mean and refer to the Articles of Incorporation of ~~Mayfair House~~ The Terra Ceia Club Condominium Association, ~~of Manatee County,~~ Inc., a Florida Corporation Not For Profit, attached hereto as Exhibit "B" and by reference made a part hereof, and as the same may be amended and supplemented from time to time.

6. Article III, Section 9 of the Declaration is hereby amended to read as follows:

CONDOMINIUM ASSOCIATION or ASSOCIATION shall mean and refer to ~~Mayfair House~~ The Terra Ceia Club Condominium Association, ~~of Manatee County,~~ Inc., a Florida Corporation Not For Profit, the entity responsible for the operation of the Condominium and the Condominium Property.

7. Article III, Section 18 of the Declaration is hereby amended to read as follows:

DECLARANT shall mean and refer to ~~Fra Con Ocean Golf Park Ltd.,~~ a Florida Fairways Partners Limited Partnership, an Illinois limited partnership (and its

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successors and assigns if any such successor or assign is specifically designated as the Declarant by recorded document properly executed by Declarant).

8. Article VII of the Declaration is hereby amended to read as follows:

The Limited Common Elements shall consist of ~~certain parking spaces, storage lockers, and~~ the terrace which is on the end of each Unit opposite the entryway to the Unit in accordance with the floor plans in Exhibit No. "1" hereto, which terrace shall extend to the exterior vertical planes of the finished, undecorated exterior perimeter walls of said terrace. The Unit Owner shall have the obligation of keeping the terrace appurtenant to Unit Owner's Unit clean. ~~The exclusive right to use a storage locker, at Declarant's sole discretion, may be assigned by the Declarant, and any such storage lockers so assigned shall be a Limited Common Element appurtenant to the Unit with respect to which the exclusive right of use of the said storage locker was assigned. The rights regarding parking spaces are discussed in Article XXV herein.~~ The Unit Owner owning a Unit to which a Limited Common Element is appurtenant thereto shall have the exclusive right to use such Limited Common Element. The Limited Common Elements shall be the shared maintenance obligation of all Unit Owners in the same manner as the Common Elements in the Condominium.

9. Article IX, Section A of the Declaration is hereby amended to read as follows:

Each Unit in the Condominium shall have an undivided fractional share of ownership of the Common Elements as shown in Exhibit No. "2" attached hereto. For purposes of identification, each Condominium Unit has been numbered. The respective undivided interests as set forth in Exhibit No. "2" have been carefully established, and cannot be changed, altered or amended, except by the Declarant to correct typographical errors and as further provided by Article VIIID of this Declaration and by the Condominium Act. The basis for determining the undivided interest and/or fractional shares set forth in Exhibit No. "2" is that the undivided interests and/or fractional shares are to be equal for all Units. The based upon the total square footage of each Unit in uniform relationship to the total square footage of each other Unit in the Condominium; in other words, the undivided interests and/or fractional share is determined based on upon a fraction, the numerator of which is 1 shall be the total square footage of each Unit, and the denominator of which shall equal be the total number of Units in square footage of the Condominium.

10. The following paragraph is added to become Section F in Article XIII of the Declaration:

F. The Board of Directors has the authority, at its sole discretion, to make rules regarding the procedure of approving purchasers and lessees of Units. In addition to the procedure for making such decisions, the rules may include requirements to be complied with by the Unit Owner/lessor and certain criteria to be met by the potential purchasers/lessees. Prior approval of purchasers or lessees by the Board of Directors only shall be required if and to the extent rules governing such procedure shall have been adopted by the Board of Directors, and the Board of Directors shall have the power to charge fees for matters pertaining to any such approval process.

11. Article XXII, Section H of the Declaration is hereby amended to read as follows:

H. No pets except fish, ~~one~~ small birds (under one pound), and either ~~(i) one~~ domestic household dogs (under fifteen forty pounds) or ~~(ii) one~~ domestic household cats, shall be permitted to be kept in a Unit, and permitted pets shall be kept only under the Rules and Regulations adopted by the Board of Directors; provided, however, that (1) no more than two (2) pets, in any combination of the foregoing, shall be permitted in a Unit, (2) no pet shall be kept, bred or maintained for any commercial purpose, and further provided that (3) any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days written notice from the Board of Directors. Pets shall not be permitted upon the common elements except pursuant to Rules and Regulations adopted by the Board of Directors. The Unit Owner shall indemnify the Condominium Association and the Declarant and hold them harmless from and against any loss or liability of any kind or character whatsoever arising from said Unit Owner's having any pet upon the Condominium Property. Guests are not permitted to bring or keep any pet upon the Condominium Property. All Owners are required to clean up all pet droppings deposited on the Common Elements.

12. Article XXV, Section A of the Declaration is hereby amended to read as follows:

A. There will be one hundred forty-three (143) uncovered parking spaces (subject to Declarant's right to cover parking spaces hereinafter set forth) in the Condominium as designated in Exhibit No. "1". The Declarant reserves the right to grant an exclusive right to use ~~at least one (1) parking space shall be assigned by Declarant with respect to each Unit; Declarant a parking space to any Unit. Declarant further reserves the right, on a first come first serve basis, in its sole discretion, to cover any or all of the uncovered parking spaces, in which event Declarant reserves the right to assign the exclusive right to use more than one parking space with respect to any Unit(s) in the Condominium. The Declarant further reserves the right, in its sole and absolute discretion, to cover any or all of the uncovered parking spaces; in which case, the Declarant reserves the right to assign said covered parking spaces in the same manner as the exclusive right to use said covered parking spaces in the same manner as the exclusive right to use uncovered parking spaces may be assigned hereunder. A parking space in which the If such an exclusive right of use thereof has been assigned hereunder is assigned, a parking space subject to such right shall be deemed to be an "assigned parking space." An assigned parking space shall be a Limited Common Element appurtenant to the Unit with respect to which the exclusive right of use of the said space was assigned. Unassigned spaces will be used by guests and visitors. Any references in this Declaration regarding parking spaces being Limited Common Elements as of the date this First Amendment is executed are hereby deleted.~~

13. Pursuant to the Declaration and the Articles, the Articles were amended as shown below:

- a. Article I of the Articles was amended to read as follows:

The name of this Corporation (hereinafter the "Condominium Association") shall be ~~MAYFAIR HOUSE~~ THE TERRA CEIA CLUB CONDOMINIUM ASSOCIATION, OF MANATEE COUNTY, INC. The principal office and

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mailing address of the Condominium Association will be 2320 Terra Ceia Bay Boulevard, Palmetto, Florida 34221.

- b. Article II of the Articles was amended to read as follows:

Unless otherwise specifically provided herein, all definitions set forth in the Declaration of Condominium for ~~THE MAYFAIR HOUSE,~~ TERRA CEIA CLUB, A CONDOMINIUM (hereinafter the "Condominium") shall apply to these Articles of Incorporation.

14. Pursuant to the Declaration and Bylaws, the Bylaws were amended as shown below:

- a. The name of the Association has been changed to "The Terra Ceia Club Condominium Association, Inc.," and all references in the Bylaws to the "Corporation" shall mean "The Terra Ceia Club Condominium Association, Inc."

- b. Article I, Section 1 of the Bylaws was amended to read as follows:

The name of the Corporation shall be ~~Mayfair House~~ The Terra Ceia Club Condominium Association, ~~of Manatee County,~~ Inc.

- c. Article IV, Section 6 of the Bylaws was amended to read as follows:

~~Except~~ Votes may be cast in person or by limited or general proxy, including in the election of Directors ~~or as otherwise~~ provided by the Condominium Act, ~~votes may be cast in person or by proxy.~~ All proxies shall conform to the requirements set forth in the Condominium Act, and in the administrative rules adopted thereunder.

- d. The second paragraph of Section 3 in Article V of the Bylaws was amended to read as follows:

When Unit Owners other than the Declarant own fifteen percent (15%) or more of the Units that will be operated ultimately by the Corporation, the Unit Owners other than the Declarant shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Corporation. Unit Owners other than the Declarant shall be entitled to elect not less than a majority of the members of the Board of Directors of the Corporation three (3) years after fifty percent (50%) of the Units that will be operated ultimately by this Corporation have been conveyed to purchasers, or three (3) months after ninety percent (90%) of the Units that will be operated ultimately by this Corporation have been conveyed to purchasers, or when all of the Units that will be operated ultimately by this Corporation have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Declarant in the ordinary course of business, or when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Declarant in the ordinary course of business, or seven (7) years after recordation of the Declaration, whichever first occurs.

- e. The fourth paragraph of Section 3 in Article V of the Bylaws was amended to read as follows:

Within ~~sixty (60)~~ seventy-five (75) days after Unit Owners other than the Declarant are entitled to elect a member or members of the Board of Directors,

the Corporation shall call, giving not less than sixty (60) days notice of, a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Corporation fails to do so.

- f. Article VIII, Section 2 of the Bylaws was amended to read as follows:

The fiscal year of the Corporation shall begin on the first day of ~~January~~ April of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year, at such time as the Board of Directors deems advisable.

- g. Article VIII, Section 8(a) of the Bylaws was amended to read as follows:

The Board of Directors of the Corporation shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Corporation, all insurance premiums and expenses related thereto, including fire and extended coverage and liability insurance, reasonable reserves and contingency funds (unless otherwise properly waived), and any other expenses designated as Common Expenses from time to time by the Board of Directors of the Corporation, or under the provisions of the Declaration of Condominium to which these Bylaws are attached. The Board of Directors is specifically empowered on behalf of the Corporation, to make and collect assessments and to maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or fractions of sharing Common Expenses, as provided in the Declaration. Said assessments shall be payable ~~quarterly~~ monthly (unless changed by the Board of Directors) in advance, without notice, in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred, and shall be due on the first day of each ~~quarter~~ month unless otherwise ordered by the Board of Directors. Nothing in this paragraph shall preclude the right of the Corporation to accelerate assessments of an Owner delinquent in payment of Common Expenses. Accelerated assessments shall be due and payable on the date a claim of lien is filed. Such accelerated assessments shall include the amount due for the remainder of the budget year in which the claim was filed. Assessments for special assessments shall be paid at the times and in the manner that the Board may require in the notice of assessment. The Board of Directors shall have the power to charge late fees in the maximum amount of the greater of \$25.00 or five percent (5%) of each delinquent installment with respect to any assessment (or portion thereof) (regular or special) which is more than fifteen (15) days late. If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses. Special assessments shall be levied in the manner set forth in the Condominium Act.

- 15. Exhibit No. "2" to the Declaration is hereby replaced with Exhibit No. 2 attached to this Certificate.
- 16. Except as amended hereby, the terms and provisions of the Declaration are hereby ratified and affirmed.

IN WITNESS WHEREOF, the Association hereby certifies and affirms that the amendments contained herein have been duly approved in accordance with Chapter 718, Florida Statutes, and also in accordance with the Declaration, and the Association has caused this Certificate to be executed by its authorized officers and has caused its corporate seal to be affixed hereto this 17th day of JULY, 1996.

WITNESSES:

MAYFAIR HOUSE CONDOMINIUM
ASSOCIATION OF MANATEE COUNTY, INC.

Tammy L. Adkins
Printed Name

BY: Warren H. John
PRINTED NAME: WARREN H. JOHN
ITS: VICE PRESIDENT

Pamela L. Opyd
Printed Name

STATE OF Illinois
COUNTY OF Cook

THE FOREGOING INSTRUMENT was acknowledged before me this 17th day of July, 1996, by Warren H. John, who is VICE PRESIDENT of Mayfair House Condominium Association of Manatee County, Inc., who is either [CHECK WHERE APPLICABLE] _____ personally known to me or who has produced _____ driver's license as identification.

(NOTARIAL SEAL)

Donna J. Wadzita
Print Name: Donna J. Wadzita
Notary Public
My Commission Expires: 3/1/97



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**JOINER AND CONSENT TO CERTIFICATE OF FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM OF THE MAYFAIR HOME, A CONDOMINIUM**

FRU-CON OCEAN GOLF PARK LTD., a Florida limited partnership ("Mortgagee"), the holder of a mortgage dated the 22nd day of March, 1994, and recorded in Official Records Book 1430, Page 4106, of the public records of Manatee County, Florida, as may be or has been modified from time to time ("Mortgage"), which Mortgage encumbers the real property described in Exhibit "A" to the Declaration of Condominium of The Mayfair House, a Condominium as recorded in Official Records Book 1360, Page 2929, public records of Manatee County, Florida ("Declaration"), hereby joins in and consents to the recording of the Certificate of First Amendment to the Declaration which serves to modify the condominium drawings and certain provisions of the Declaration and reflect changes to the Articles of Incorporation for and the By-Laws of Mayfair House Condominium Association of Manatee County, Inc.

DATE: July 15, 1996

WITNESSES:

FRU-CON OCEAN GOLF PARK, LTD., a Florida limited partnership, by its sole general partner, The Fru-Con Projects, Inc., a Florida corporation, formerly known as Fru-Con Ocean Golf Park Corporation

[Signature]
Name: James D. Tepper

By: [Signature]
Name: A. A. ZEHNER
Title: VICE PRESIDENT

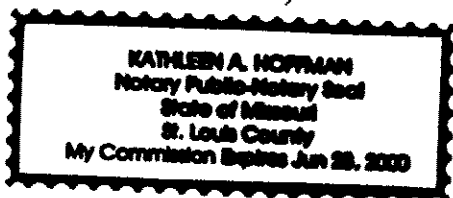
[Signature]
Name: Jerry R. Harms

STATE OF MISSOURI
COUNTY OF St. Louis

The foregoing instrument was acknowledged before me this 15 day of July, 1996, by A. A. Zehner, as Vice President of The Fru-Con Projects, Inc., a Florida corporation, formerly known as Fru-Con Ocean Golf Park Corporation, the sole general partner of FRU-CON OCEAN GOLF PARK, LTD., a Florida limited partnership, as Declarant hereunder. He/She either is personally known to me or has produced _____ as identification.

My Commission Expires: June 25, 2000

(AFFIX NOTARY SEAL)



[Signature]
(Signature)

Name: Kathleen A. Hoffman
(Legibly Printed)

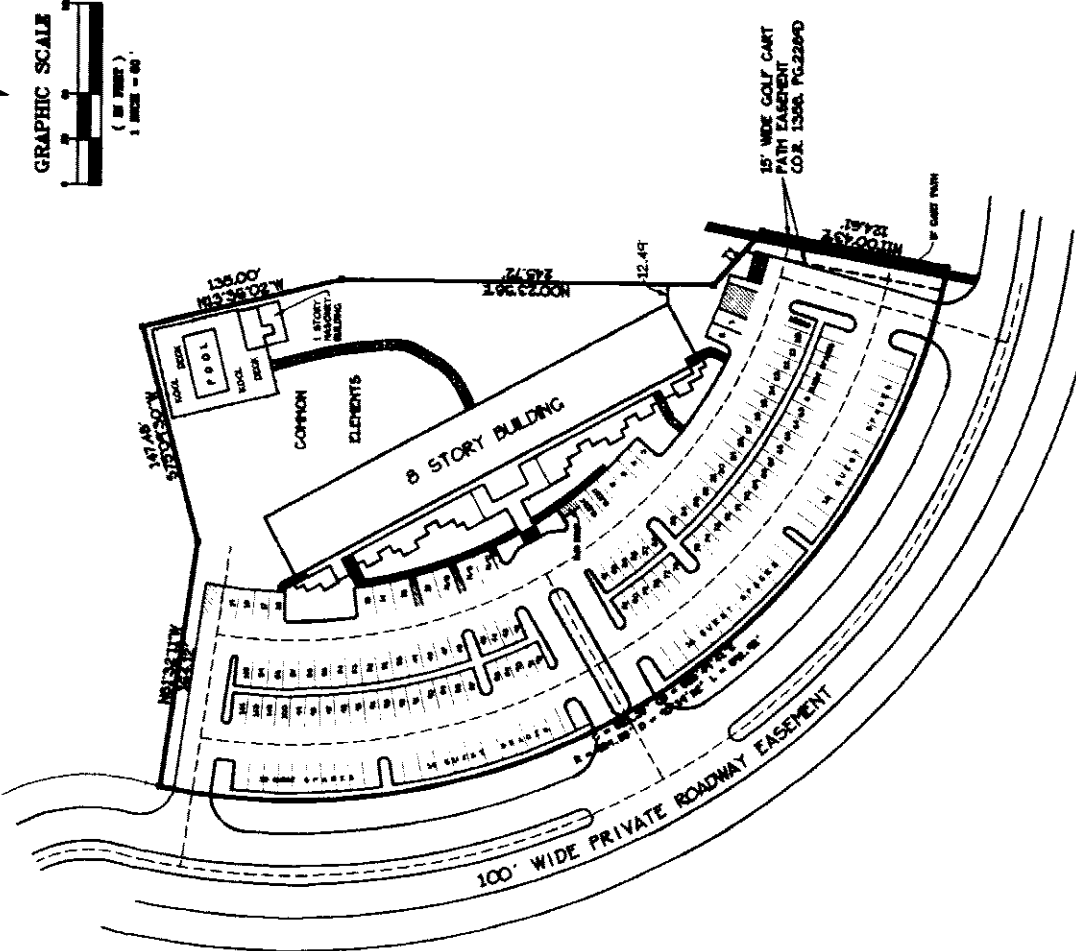
Notary Public, State of MISSOURI

N/A
Commission Number, if any

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THE TERRA CEIA CLUB, A CONDOMINIUM

SECTION 10, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA



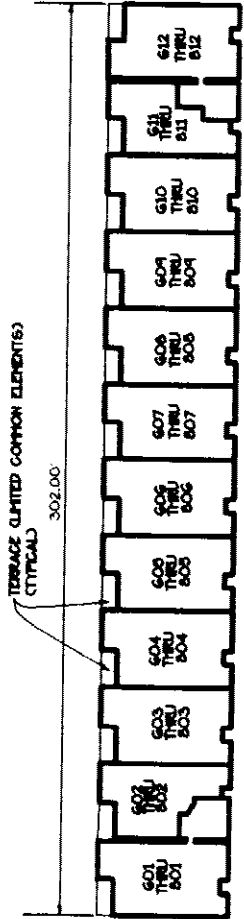
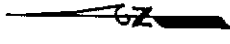
- NOTES:**
1. Description of Common Elements:
A. The land encompassed by the property description which includes the common elements or that is not part of the individual common elements.
B. All parts of the improvements not included within the unit to serve the use and enjoyment of the common elements.
C. The property and facilities for providing utility service and operation of the common elements.
D. The property and facilities for maintenance and operation of the common elements.
E. Each other property as may be provided for in the Declaration of Condominium.
 2. Description of Limited Common Elements:
A. Common elements which include, but are not limited to, parking spaces, storage units, and other facilities which are not included in the common elements and which are not to be used by the general public.
B. The property and facilities for providing utility service and operation of the limited common elements.
C. The property and facilities for maintenance and operation of the limited common elements.
D. Each other property as may be provided for in the Declaration of Condominium.
 3. An easement is hereby granted and reserved upon and appurtenant to all of the land shown on this plan for the use and enjoyment of the common elements and for the use and enjoyment of the limited common elements. This easement shall include, but is not limited to, the right of ingress and egress, the right of use and enjoyment of the common elements and limited common elements, and the right of use and enjoyment of the common elements and limited common elements. This easement shall include, but is not limited to, the right of ingress and egress, the right of use and enjoyment of the common elements and limited common elements, and the right of use and enjoyment of the common elements and limited common elements.
 4. Boundaries based on the East boundary of Section 10-34-17 bearing S00°35'56"W (ASHEM22).

D&E
D&E SURVEYING, INC.
 6542 US HWY 91 SOUTH • SUITE 201-A
 APOLLO BEACH, FLORIDA 33572
 813-648-3088

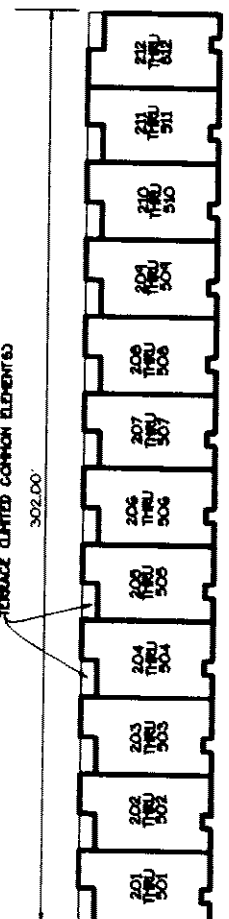
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THE TERRA CEIA CLUB, A CONDOMINIUM

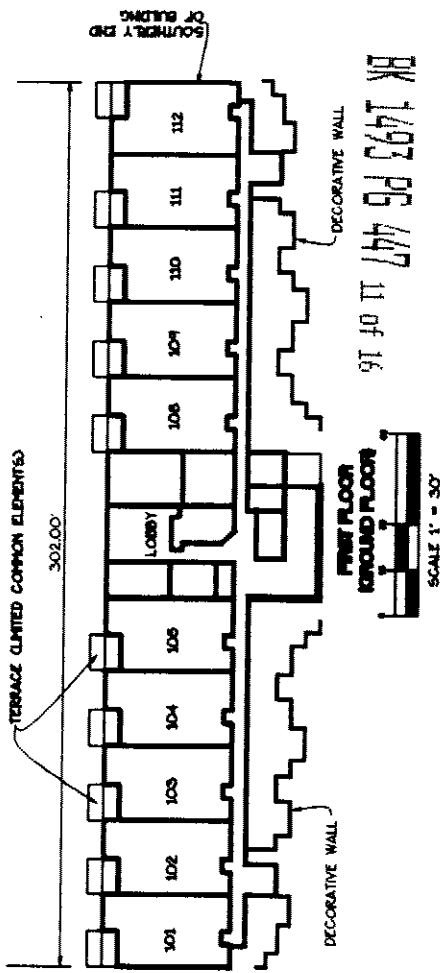
SECTION 10, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA



FLOORS 6, 7 AND 8
SCALE 1" = 30'



FLOORS 2, 3 AND 4
SCALE 1" = 30'

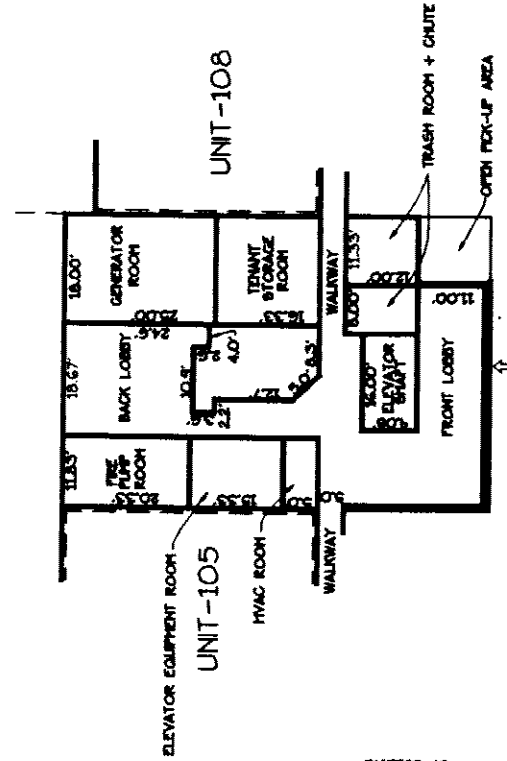


FIRST FLOOR
GROUND FLOOR
SCALE 1" = 30'

FLOOR	ELEVATION	TYPICAL UPPER BOUNDARY	TYPICAL LOWER BOUNDARY
8th FLOOR	78.66		
7th FLOOR	70.51		
6th FLOOR	62.36		
5th FLOOR	54.21		
4th FLOOR	46.06		
3rd FLOOR	37.91		
2nd FLOOR	29.76		
1st FLOOR	21.61		

NOTES:
1) BENCHMARK USED: 15 C + 66' BENCH MARK STAMPED 253 ELEVATION = 23274
2) DIMENSIONS ARE NOMINAL IN THAT THEY EXPRESS THE GENERAL UNIT SIZE EXCLUSIVE OF STRUCTURAL ELEMENTS. MINOR VARIATIONS WILL OCCUR DUE TO CONSTRUCTION TOLERANCES.

CROSS SECTION THROUGH UNITS
NOT TO SCALE



GROUND FLOOR LOBBY PLAN
SCALE 1" = 20'

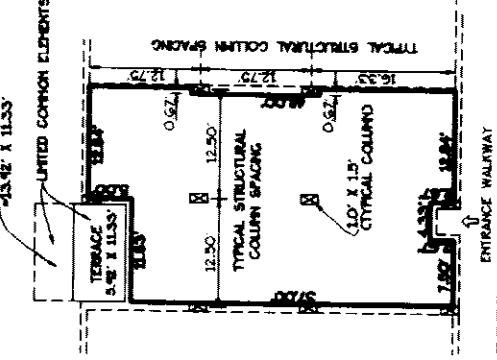
D&B D&B SURVEYING, INC.
4242 US HWY 41 SOUTH • SUITE 201-A
APOLLO BEACH, FLORIDA 33572
813-849-3008

THE TERRA CEIA CLUB, A CONDOMINIUM

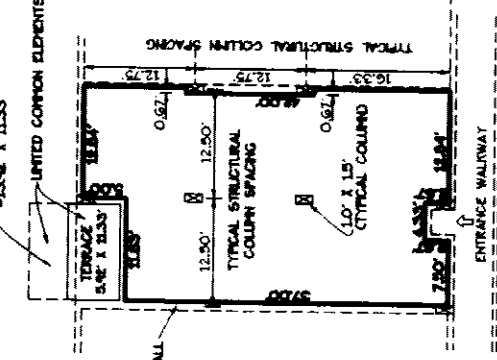
SECTION 10, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA



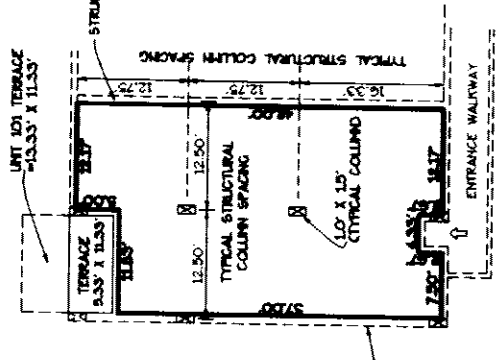
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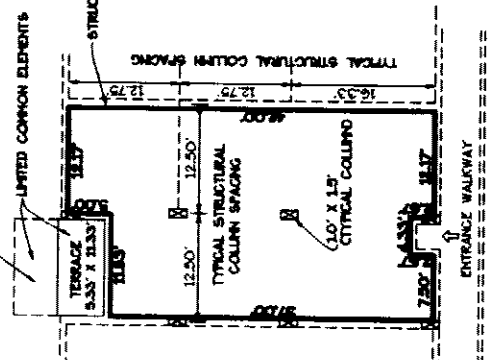
UNIT BOUNDARY FOR UNITS
103, 203, 303, 403, 503, 603, 703 AND 803
AREA = 496 SQUARE FEET, MORE OR LESS



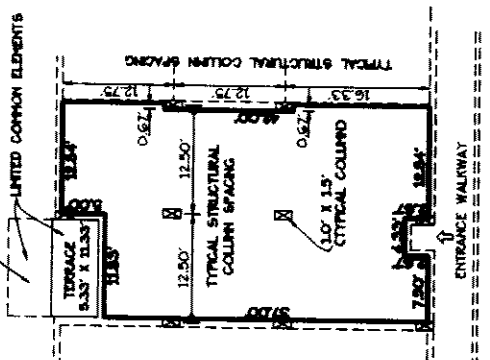
UNIT BOUNDARY FOR UNITS
102, 202, 302, 402 AND 502
AREA = 496 SQUARE FEET, MORE OR LESS



UNIT BOUNDARY FOR UNITS
101, 201, 301, 401 AND 501
AREA = 497 SQUARE FEET, MORE OR LESS



UNIT BOUNDARY FOR UNITS
105, 205, 305, 405, 505, 605, 705 AND 805
AREA = 497 SQUARE FEET, MORE OR LESS



UNIT BOUNDARY FOR UNITS
104, 204, 304, 404, 504, 604, 704 AND 804
AREA = 496 SQUARE FEET, MORE OR LESS

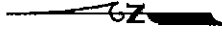
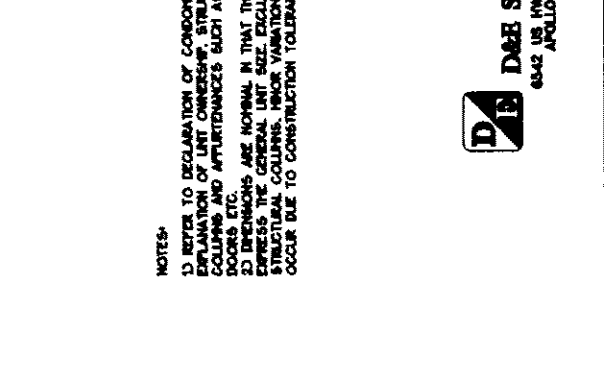
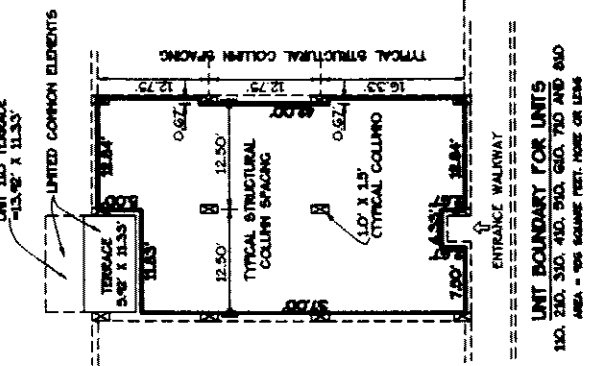
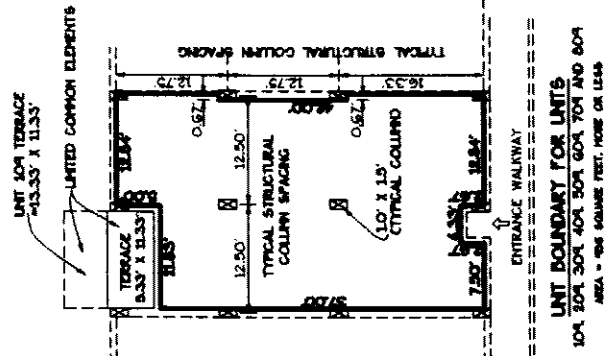
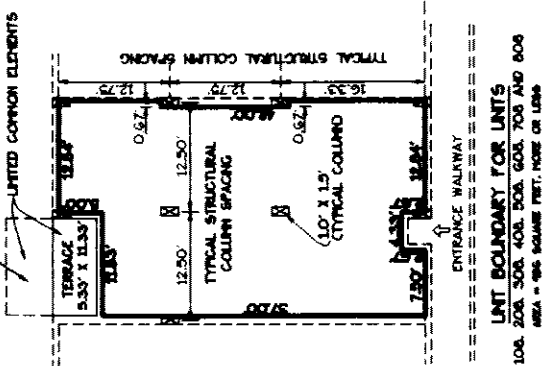
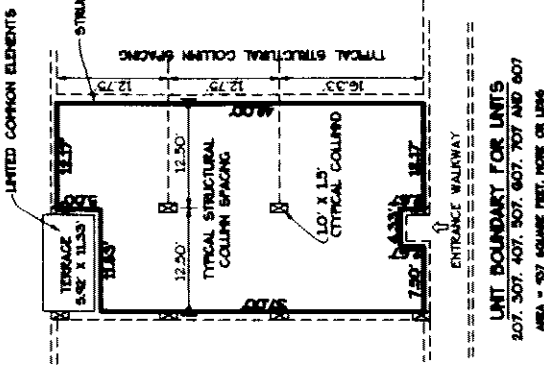
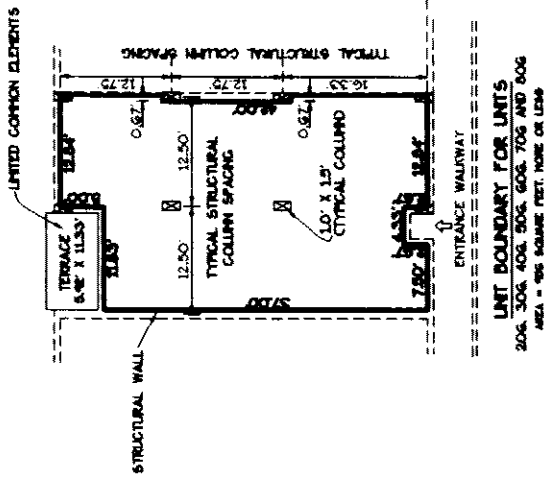
NOTES:
1) REFER TO DECLARATION OF CONDOMINIUM FOR EXPLANATION OF UNIT CHANGES, STRUCTURAL COLUMN AND APURTANCES SUCH AS WINDOWS, DOORS, ETC.
2) DIMENSIONS ARE NOMINAL IN THAT THEY EXPRESS THE GENERAL UNIT SIZE. EXCESSIVE OF STRUCTURAL COLUMN. MINOR VARIATIONS WILL OCCUR DUE TO CONSTRUCTION TOLERANCES.

D&B SURVEYING, INC.
4542 US HWY 41 SOUTH • SUITE 201-A
APOLLO BEACH, FLORIDA 33672
815-848-3098

PROPOSED JAN 15, 1988 @ 1:32 PM BY DANIEL CORLEAU

THE TERRA CEIA CLUB, A CONDOMINIUM

SECTION 10, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA



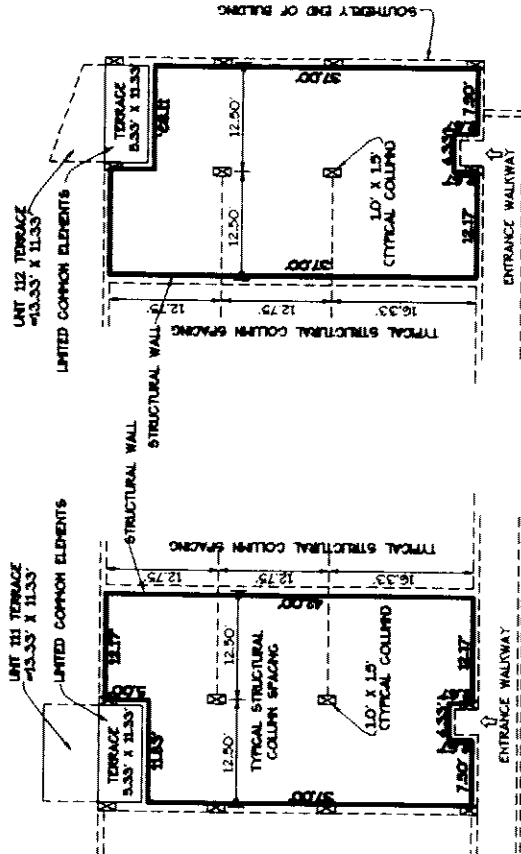
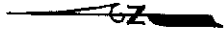
NOTES:

- 1) REFER TO DECLARATION OF CONDOMINIUM FOR EXPLANATION OF UNIT OWNERSHIP, STRUCTURAL COLUMN AND APERTURES SUCH AS WINDOWS, DOORS, ETC.
- 2) DIMENSIONS ARE NORMAL IN THAT THEY EXPRESS THE GENERAL UNIT SIZE. EXCLUSIONS OF STRUCTURAL COLUMNS, PRIOR VARIATIONS WILL OCCUR DUE TO CONSTRUCTION TOLERANCES.

D&B SURVEYING, INC.
6842 US HWY 41 SOUTH • SUITE 201-A
APOLLO BEACH, FLORIDA 33672
813-646-3088

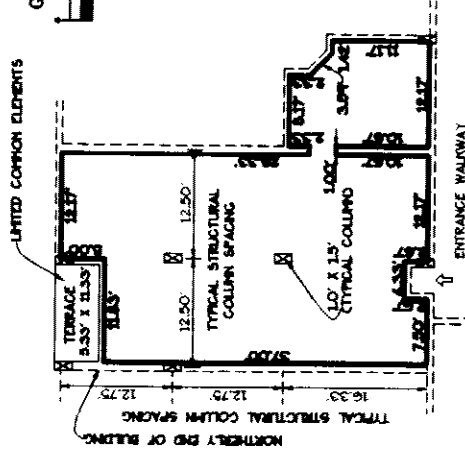
THE TERRA CEIA CLUB, A CONDOMINIUM

SECTION 10, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

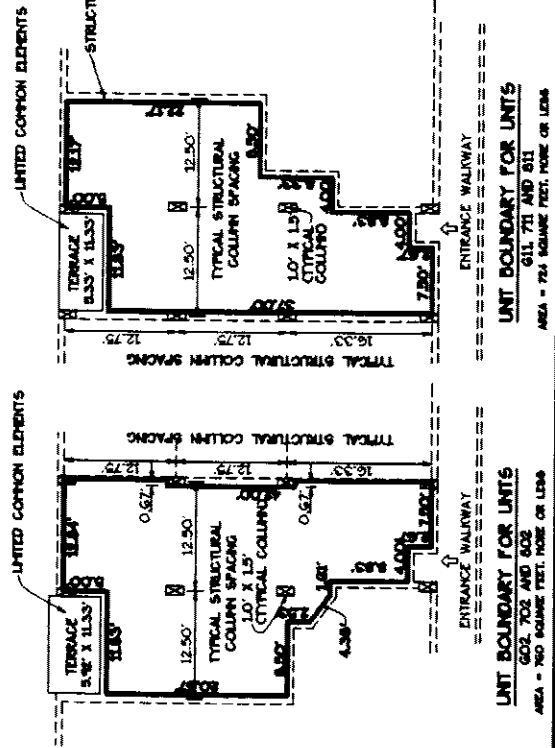


UNIT BOUNDARY FOR UNITS 111, 112, 113 AND 114
AREA = 437 SQUARE FEET, MORE OR LESS

UNIT BOUNDARY FOR UNITS 111, 112, 113, 114, 115 AND 116
AREA = 487 SQUARE FEET, MORE OR LESS

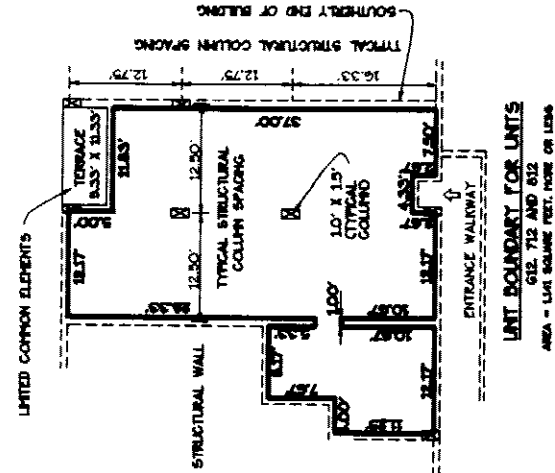


UNIT BOUNDARY FOR UNITS 101, 102 AND 103
AREA = 481 SQUARE FEET, MORE OR LESS



UNIT BOUNDARY FOR UNITS 101, 102 AND 103
AREA = 480 SQUARE FEET, MORE OR LESS

UNIT BOUNDARY FOR UNITS 101, 102 AND 103
AREA = 724 SQUARE FEET, MORE OR LESS



UNIT BOUNDARY FOR UNITS 101, 102 AND 103
AREA = 712 SQUARE FEET, MORE OR LESS

NOTES-
1) REFER TO DECLARATION OF CONDOMINIUM FOR EXPLANATION OF UNIT OWNERSHIP, STRUCTURAL COLLISIONS AND APURTENANCES SUCH AS WINDOWS, DOORS, ETC.
2) DIMENSIONS ARE NOMINAL IN THAT THEY EXPRESS THE GENERAL UNIT SIZE EXCLUSIVE OF STRUCTURAL COLLISIONS. PRIOR VARIATIONS WILL OCCUR DUE TO CONSTRUCTION TOLERANCES.



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813-648-3008

Exhibit No. 2

Percentages of Ownership in Common Elements and Common Surplus

Unit Number	Square Footage	Fractional Share
101	937	937/89,054
102	956	956/89,054
103	956	956/89,054
104	956	956/89,054
105	937	937/89,054
108	956	956/89,054
109	956	956/89,054
110	956	956/89,054
111	937	937/89,054
112	937	937/89,054
201	937	937/89,054
202	956	956/89,054
203	956	956/89,054
204	956	956/89,054
205	937	937/89,054
206	956	956/89,054
207	937	937/89,054
208	956	956/89,054
209	956	956/89,054
210	956	956/89,054
211	937	937/89,054
212	937	937/89,054
301	937	937/89,054
302	956	956/89,054
303	956	956/89,054
304	956	956/89,054
305	937	937/89,054
306	956	956/89,054
307	937	937/89,054
308	956	956/89,054
309	956	956/89,054
310	956	956/89,054
311	937	937/89,054
312	937	937/89,054
401	937	937/89,054
402	956	956/89,054
403	956	956/89,054
404	956	956/89,054
405	937	937/89,054
406	956	956/89,054
407	937	937/89,054
408	956	956/89,054
409	956	956/89,054
410	956	956/89,054

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Unit Number	Square Footage	Fractional Share
411	937	937/89,054
412	937	937/89,054
501	937	937/89,054
502	956	956/89,054
503	956	956/89,054
504	956	956/89,054
505	937	937/89,054
506	956	956/89,054
507	937	937/89,054
508	956	956/89,054
509	956	956/89,054
510	956	956/89,054
511	937	937/89,054
512	937	937/89,054
601	1,119	1,119/89,054
602	760	760/89,054
603	956	956/89,054
604	956	956/89,054
605	937	937/89,054
606	956	956/89,054
607	937	937/89,054
608	956	956/89,054
609	956	956/89,054
610	956	956/89,054
611	724	724/89,054
612	1,141	1,141/89,054
701	1,119	1,119/89,054
702	760	760/89,054
703	956	956/89,054
704	956	956/89,054
705	937	937/89,054
706	956	956/89,054
707	937	937/89,054
708	956	956/89,054
709	956	956/89,054
710	956	956/89,054
711	724	724/89,054
712	1,141	1,141/89,054
801	1,119	1,119/89,054
802	760	760/89,054
803	956	956/89,054
804	956	956/89,054
805	937	937/89,054
806	956	956/89,054
807	937	937/89,054
808	956	956/89,054
809	956	956/89,054
810	956	956/89,054
811	724	724/89,054
812	1,141	1,141/89,054
TOTAL	89,054	89,054/89,054 (100%)

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 R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL