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DECLARATION OF CONDOMINIUM

OF

HARBOUR LINKS AT LONGBOAT KEY CLUB,

A Condominium

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THIS INSTRUMENT PREPARED BY:  
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DECLARATION OF CONDOMINIUM

OF

HARBOUR LINKS AT LONGBOAT KEY CLUB,

A Condominium

KNOW ALL MEN BY THESE PRESENTS, that FALCO CORPORATION, a Florida corporation, hereinafter called Developer, does hereby submit to condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes, 1987, the following described land and improvements thereon and all improvements hereafter erected thereon, situate, lying and being in the County of Sarasota, State of Florida, to-wit:

See legal description of Phase I of Harbour Links at Longboat Key Club, a condominium, set forth on the condominium plat attached hereto as Exhibit A and by this reference made a part hereof.

and that said property shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements:

1. THE CONDOMINIUM ACT. Chapter 718, Florida Statutes 1987, known as the "Florida Condominium Act," is incorporated herein by reference, and all provisions thereof shall apply to this condominium, except that this Declaration and the exhibits hereto shall control to the extent that the Florida Condominium Act allows such documents to vary the provisions of the Act.

2. NAME. The name by which this condominium shall be known and identified is HARBOUR LINKS AT LONGBOAT KEY CLUB, a condominium.

3. CONDOMINIUM PLAT. A plat of the condominium property, containing a survey of the land and a plot plan locating the improvements thereon and identifying each condominium unit and the common elements and their relative locations and approximate dimensions, is attached hereto as Exhibit A and is recorded in Condominium Book 28 at pages 7-7I, Public Records of Sarasota County, Florida. The locations, dimensions, descriptions, identification, and numbering or lettering of the respective condominium units shall be as described in the plat and any subsequent amendments thereto as hereinafter provided. A unit shall consist of the space

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defined in the plat. In the event that the actual physical location of any unit at any time does not precisely coincide with the plat and subsequent amendments, the actual physical locations shall control over the locations, dimensions, and descriptions contained in the plat and subsequent amendments. In the event of a total or substantial destruction of the building, the locations, dimensions, and descriptions of the respective units as contained in the plat and subsequent amendments will control.

4. OWNERSHIP AND SHARING OF COMMON EXPENSES. Each of the twenty (20) units in Phase I shall have an equal, 1/20 share in the ownership of the common elements and common surplus and in the sharing of the common expenses. After Phase II containing twenty-four (24) units is added to the condominium as provided in Paragraph 20, each unit shall have an equal, 1/44 share in the ownership of the common elements and common surplus and in the sharing of the common expenses. After Phase III containing twelve (12) units is added to the condominium as provided in Paragraph 20, each unit shall have an equal 1/56 share in the ownership of the common elements and common surplus and in the sharing of common expenses. Although the number of units in each phase as set forth above will not be changed, the order of submission of Phases II and III to condominium ownership may be changed by Developer.

5. COMMON ELEMENTS. Any right, title, or interest in a condominium unit shall automatically carry with it as an appurtenance and without necessity of specific reference thereto its respective undivided share of the common elements and, subject to the provisions hereof, a right to use the common elements in conjunction with the owners of the other condominium units. The common elements shall include but shall not be limited to:

- (a) all of the above described land and all easements appurtenant thereto;
- (b) all improvements and parts thereof which are not included within the boundaries of the respective condominium units;
- (c) all utility chases and all structural beams, columns, and members within a unit and an easement of support in any portion of a unit which contributes to the support of the building;
- (d) any utility areas and installations and all utility services which are available to more than one unit or to the common elements, including easements through the units necessary to provide such services; provided, however, Developer reserves the use and ownership of all main utility lines and

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equipment and all central television antenna signal distribution wires, lines, and equipment that are located within the boundaries of this condominium and the right to convey the same to the Association, Sarasota County or an agency thereof, the Town of Longboat Key, Florida Power & Light Company, General Telephone Company of Florida, Storer Cable T.V., or other person or legal entity as Developer may deem appropriate;

(e) all parking areas (except garages that are part of the condominium units), driveways, and other means of ingress and egress;

(f) all electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, which are located outside the boundaries of the units or which, regardless of location, serve more than one unit, to the extent the same are not owned by utility companies or Developer;

(g) all tangible personal property required for the maintenance and operation of the condominium and for the common use and enjoyment of the unit owners;

(h) alterations, additions, and further improvements to the common elements; and

(i) all land added as a subsequent phase to the condominium pursuant to the provisions of Paragraph 20.

Some of the common elements are designated herein as limited common elements and, as such, are reserved for the exclusive use of certain units pursuant to the provisions of Paragraph 6. The remaining common elements are for the equal and full use and enjoyment of all unit owners, which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit owners. All of the common elements shall be subject to such restrictions as may be contained herein and to such reasonable and uniform regulations as may be duly adopted by the Association Board of Directors.

6. LIMITED COMMON ELEMENTS. The following shall be deemed to be limited common elements, the use of which shall be limited to those unit owners to whom such use is assigned by or pursuant to the provisions of this Declaration or the condominium plat attached hereto as Exhibit A.

(a) Driveways. Each driveway shown on the condominium plat as a limited common element shall be reserved for the exclusive use of the unit or units which it adjoins, as designated on the plat.

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(b) Stairways, Entranceways and Elevators. All stairways, entranceways and elevators to the units shown on the condominium plat as limited common elements shall be reserved for the exclusive use of the respective unit or units which they adjoin, as designated on the plat.

(c) Rear Patios. At the rear of each unit is a Patio area. Each such area shown on the condominium plat as a limited common element shall be reserved for the exclusive use of the unit which it adjoins, as designated on the plat. It is the intention of this Declaration that unit owners shall have discretion in their selection of improvements to be installed in their patio area. However, all improvements in the rear patio areas other than those installed by the Developer, must be approved by the Association Board of Directors prior to installation. Subject to the condition that all improvements be installed in an attractive, aesthetically pleasing, and workmanlike manner, improvements such as swimming pools, heated spa, built in barbecue grills, lighting, planters and "wet sinks" with cabinetry shall be presumed entitled to approval by the Association Board of Directors. If the Board of Directors denies approval for the installation of any of the foregoing improvements, the Board shall have a clear and convincing reason for the denial. By way of illustration and not as limitation, a "clear and convincing reason" may include a finding by the Board that the proposed improvement would unreasonably interfere with the rights of adjoining unit owners or would be substantially out of harmony with the overall appearance of the condominium.

(d) Windows, Screens, and Doors. All windows, screens, and doors serving a unit that are located outside the boundaries of the unit shall be a limited common element, reserved for the exclusive use of the unit.

(e) Air Conditioning and Heating Equipment. In the event any equipment comprising part of a heating and air conditioning system serving only one unit is located outside the boundaries of the unit, such equipment shall be a limited common element, reserved for the exclusive use of the unit.

The exclusive right of a unit to use any limited common element designated herein shall be an appurtenance to the unit and shall be encumbered or conveyed as an appurtenance to the unit without necessity of specific reference thereto. Such exclusive right may not be separately conveyed, assigned or encumbered except as an appurtenance to the unit.

7. ASSOCIATION. The corporation which will be responsible for the operation of the condominium will be an incorporated association known as

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Harbour Links Condominium Association, Inc., a Florida corporation not for profit, herein referred to as the Association. All persons owning a vested present interest in the fee title to any of the condominium units, which interest is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, shall automatically be members of the Association, and their respective memberships shall terminate as their vested interest in the fee title terminates. All of the affairs and property of the condominium and of the Association shall be controlled by the officers and Board of Directors of the Association. A copy of the Articles of Incorporation which has been filed with and certified by the Secretary of the State of Florida is attached hereto as Exhibit B. The Bylaws governing the operation of the condominium and the Association are attached hereto as Exhibit C. The Association shall have all of the rights and powers provided by the Florida Condominium Act, the Florida corporation statutes, the Articles of Incorporation, the Bylaws, and this Declaration.

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8. VOTING RIGHTS. Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner.

9. COMMON EXPENSES. The common expenses shall include:

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(a) costs of operation, maintenance, repair, and replacement of the common elements and such of the limited common elements as the Association is obligated under the terms hereof to maintain;

(b) costs of management of the condominium and administrative costs of the Association, including professional fees and expenses;

(c) costs of water and sewage service, electricity, and other utilities which are not metered separately to the individual condominium units;

(d) labor, materials, and supplies used in conjunction with the common elements;

(e) damages to the condominium property in excess of insurance coverage;

(f) salary of a manager or managers and their assistants, as shall be determined by the Board of Directors of the Association;

(g) premium costs of fire, windstorm, flood, and other property and liability insurance as provided herein;

(h) initial cost of installation of additions, alterations, or improvements, or additional lands, leaseholds, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the common elements for the benefit of all the unit owners of this condominium, provided that if the cost of any of such items is more than 10 percent of the annual budget, the purchase of such items shall first be approved by majority vote of the unit owners;

(i) basic charges for cable or central antenna television service, unless the provider of such service charges the unit owners directly;

(j) costs of maintaining and irrigating the landscaping including the landscaping along the unpaved westerly right-of-way of Harbourside Drive abutting the condominium property; also as required pursuant to that certain Landscape Maintenance and Irrigation Agreement with Arvida/JMB Partners attached hereto as Exhibit D;

(k) costs of maintaining such portion of the walk-way and the limited private drive depicted on the condominium plat as lies within the right-of-way of Harbourside Drive;

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

10. MAINTENANCE, REPAIRS AND REPLACEMENTS. The respective obligations of the Association and the unit owners to maintain, repair, and replace the condominium property shall be as follows:

(a) By The Association. Except as may be otherwise provided by the terms hereof, the Association shall maintain, repair and replace as part of the common expenses:

(1) all of the common elements and limited common elements as defined herein;

(2) all mechanical, ventilating, heating and air conditioning equipment serving the common elements;

(3) all exterior doors, except for the cleaning or painting of interior surfaces and except for the cleaning of any exterior glass surfaces;

(4) all exterior windows and screens except for the washing of windows and screens that are readily accessible from the ground, a balcony, or

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the interior of a unit; (The washing of windows and screens that are not readily accessible shall be done only upon such schedules as the Board of Directors may determine in their sole discretion.) and

(5) all sod, shrubs, landscape berms, and other landscaping and irrigation therefor along the unpaved portion of the right-of-way of Harbourside Drive abutting the condominium property, as well as such portion of the walk-way and the limited private drive depicted on the condominium plat as lies within the right-of-way of Harbourside Drive.

The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any common elements therein or accessible therefrom, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the common elements or to another unit. If the Board of Directors determines that any maintenance, repair, or replacement required to be made by the Association was necessitated by the carelessness, negligence, or intentional act of a unit owner, his lessees, invitees, or guests, the cost of such maintenance, repair, or replacement shall be assessed against the unit owner and shall be payable by such unit owner within 30 days after delivery of written notice of the assessment. Neither the Association nor any unit owner shall be liable for any damage to the property or person of any other unit owner or occupant caused by water intrusion into a unit through the common elements or from another unit resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source, unless the Association or unit owner is guilty of gross negligence or willful and wanton misconduct.

(b) By the Unit Owners. Each unit owner shall maintain, repair, and replace the following:

(1) everything within the confines of his unit which is not part of the common elements or limited common elements as defined herein, including but not limited to:

(A) paint, finish, covering, wallpaper, and decoration of the interior surfaces of all doors, walls, floors, and ceilings;

(B) all built-in shelves, cabinets, counters, storage areas, and closets;

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(C) all refrigerators, stoves, ovens, disposals, compactors, dishwashers, and other appliances and all bathroom fixtures, equipment, and apparatus;

(D) all electrical, plumbing, telephone, and television fixtures, apparatus, equipment, outlets, switches, wires, pipes, and conduits;

(E) all mechanical, ventilating, heating and air conditioning equipment;

(F) all interior doors, walls, partitions, and room dividers; and

(G) all furniture, furnishings, and personal property contained within the unit.

(2) all heating and air conditioning equipment, if any, that has been designated as a limited common element for the benefit of his respective unit.

(3) all patios, decks, pools, heated spa or any other improvements installed within any rear Patio area that has been designated as a limited common element for the benefit of his unit.

(4) all alterations or additions made by the unit owner, or by any of his predecessors in title other than Developer, to the common elements or limited common elements pursuant to authorization by Developer or the Association Board of Directors as provided herein.

Each unit owner shall be responsible for washing all screens, windows, and other exterior glass surfaces serving his unit that are readily accessible from the ground, a balcony, or the interior of the unit.

Wherever adjoining rear patio areas are separated by a single wall, or other barrier initially installed by Developer, such barrier shall be treated as party wall and the obligation to maintain same shall be borne equally by the units whose rear patio areas are separated by such barrier.

In the event an owner fails to fulfill his maintenance obligations as set forth above, the Association, at the discretion of the Board of Directors, may undertake such maintenance and make such repairs as the Board may deem necessary, and the cost thereof shall be assessed against such defaulting unit owner and shall be payable within 30 days after delivery of written notice of the assessment.

11. INSURANCE, DESTRUCTION, AND RECONSTRUCTION. Except as otherwise provided herein, the Association, as agent for and on behalf of the

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unit owners and their respective mortgagees, shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire condominium, including the common elements and the respective units and personal property of the Association, for the full replacement or insurable value thereof. The Association shall maintain flood insurance in at least the amount required by institutional first mortgagees. The premium for all insurance shall be paid by the Association and shall be included in the assessment for common expenses. The Association shall have full authority as agent for the insureds to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association, and institutional first mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests. Each unit owner shall be responsible for insuring his own personal property within his unit and any improvements made by him within his unit which are not covered by the Association policy. Each unit owner shall also be responsible for insuring any improvements installed within an area assigned or designated as a limited common element that such unit owner is obligated to maintain pursuant to Paragraph 10. Notwithstanding the foregoing, any insurance otherwise required to be maintained by the unit owners by the terms hereof may be included in the insurance coverage purchased by the Association and paid for as part of the common expenses, if so authorized by the Board of Directors.

In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association. If the proceeds are in excess of an amount equal to the total annual budget, they shall be immediately paid over by the Association to a banking corporation having trust powers selected by the Association Board of Directors. The proceeds shall be held by the bank in trust and used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Board of Directors. The insurance carrier shall not be responsible to assure that the proceeds are paid over to the trustee or are properly applied as provided herein. The bank shall disburse the proceeds held by it upon written draw requests signed by the president or vice-president of the Association as reconstruction progresses. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event the proceeds are not sufficient to pay the cost

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of the reconstruction and the trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the common expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against any unit owner, but if it is determined by the Board of Directors that the damage was proximately caused by the gross negligence or willful and wanton misconduct or intentional acts of a unit owner, the Board of Directors may assess such unit owner a sum sufficient to reimburse the Association for any deficiency in insurance proceeds, which sum shall be payable by such unit owner within 30 days after delivery of written notice of the assessment. In the event the insurance proceeds are less than the amount of the total annual budget, they need not be placed in trust but shall be held by the Association and applied directly by the Board of Directors for the above purposes.

In the event of a total or substantial destruction of all of the condominium improvements, the improvements shall be restored as above provided unless the owners of two-thirds of the voting rights of the units in this condominium and two-thirds of the voting rights of the units in all other condominiums, if any, operated by the Association vote to terminate this condominium. Except for the consent of institutional first mortgagees and Developer pursuant to Paragraphs 16 and 17, no further consent from any other person or entity shall be necessary to effectuate a termination of the condominium in the manner above described. In the event the condominium is to be terminated, then all owners of the units shall immediately convey all their right, title, and interest to their respective units to the bank trustee selected by the Board of Directors, to be held by such trustee in trust. The recording of each such conveyance to the trustee in the Public Records of Sarasota County will have the immediate effect of releasing all liens upon the respective unit and shall cause their instantaneous transfer to that unit owner's share of the funds to be subsequently distributed by the trustee as provided herein. Upon recording an instrument evidencing the termination of the condominium, the proportional share of each unit owner in the condominium property and, to the extent allowed by law, in all funds distributed by the trustee as herein provided shall be established in accordance with the respective values of the units prior to the destruction as such values are determined by three experienced real estate appraisers selected by the Board of Directors.

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The trustee shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the units in this condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the condominium property, by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. The trustee may make partial distributions of each unit's share of the funds collected by the trustee at such times and in such aggregate amounts as the trustee and the Association Board of Directors may deem appropriate. In determining the amount of any partial distribution, the trustee and the Association Board of Directors shall ensure that sufficient funds are retained by the trustee to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the trustee has collected all insurance proceeds and all proceeds from the sale of the condominium property and, to the extent applicable, the assets of the Association and has paid all applicable Association liabilities and reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, the trustee shall make a final distribution of each unit's share of the remaining funds held by the trustee.

Any distribution, whether partial or final, of a unit's share of the funds held by the trustee shall be made jointly to the record title owner of the unit and the record owners of any mortgages or other liens encumbering the unit at the time of the recording of the conveyance to the trustee by the unit owner. All mortgages and other liens upon the respective units shall be fully released and discharged as provided herein even though the share of a particular unit in the funds distributed by the trustee is insufficient to pay all liens in full; in such event the lienholders who had priority against the title to the unit shall have priority of payment of the unit's share of such funds. Nothing herein provided shall in any way relieve the unit owner of his personal liability for any deficiency which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustee.

Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgages or perfection of their liens. The provisions of this Paragraph 11 may be enforced by injunction, by suit for specific performance, or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

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

13. RESTRICTIONS UPON USE. No owner, tenant, or other occupant of a condominium unit shall:

(a) use the unit other than for residential purposes, provided, however, the designation of a bedroom as a den or study for personal office purposes is acceptable;

(b) do any of the following without the prior written consent of the Association Board of Directors (except as may be otherwise authorized by the provisions of Paragraph 6): paint or otherwise change the appearance of any exterior wall, door, window, patio, porch, balcony or any exterior surface; place any sunscreen, blind, or awning on any balcony or exterior stairway or opening; place any draperies or curtains at the windows of the unit without a solid, light color liner facing the exterior of the unit; tint, color, or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board; plant any planting outside of a unit; erect any exterior lights or signs; place any signs or symbols in windows or on any balcony or exterior surface; erect or attach any structures or fixtures within or to the common elements; or make any structures or fixtures within or to the common elements; or make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to the unit or to the common elements;

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(c) permit loud and objectionable noises or obnoxious odors to emanate from the unit or the common elements which may cause a nuisance to the occupants of other units in the sole opinion of the Board, install or play within the unit any organ or electronically amplified musical instrument or device without the prior written consent of the Board of Directors, which consent, if given, shall restrict the playing of such instrument or device to reasonable hours; or install or maintain within the unit any hard flooring material which creates or allows the transmission of excessive noises between units in the sole opinion of the Board of Directors;

(d) make any use of the unit or common elements which violates any laws, ordinances, or regulations of any governmental body;

(e) fail to conform to and abide by the provisions of this Declaration, The Association's Articles of Incorporation and Bylaws, and such uniform rules and regulations in regard to the use of the units and the common elements as may be adopted from time to time by the Board of Directors, or fail to allow the Board of Directors or its designated agent to enter the unit at any reasonable time to determine compliance with the Florida Condominium Act, this Declaration, or the Bylaws and regulations of the Association;

(f) erect, construct, or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of any building or on or in any of the common elements, except with the written consent of the Association Board of Directors;

(g) permit or suffer anything to be done or kept in the unit or in or on the common elements which will cause damage to, or increase insurance rates on, any unit or the common elements;

(h) commit or permit any public or private nuisance or illegal act in the unit or in or on the common elements;

(i) divide or subdivide the unit for purpose of sale or lease (however, a unit may be combined with an adjacent unit and occupied as one unit);

(j) obstruct the common way of ingress and egress to the other units or the common elements;

(k) hang any laundry, garments, or unsightly objects from any balcony or in any place readily visible from outside of the unit;

(l) allow anything to remain in or on the common elements which would be unsightly or hazardous;

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(m) allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided therefor, or fail to keep the unit and the limited common elements appurtenant thereto in a clean and sanitary condition at all times;

(n) allow any fire or health hazard to exist;

(o) interfere with the use of any area reserved or assigned as a limited common element for the benefit of another unit or make use of any of the other common elements in such a manner as to abridge the equal rights of the other unit owners to their use and enjoyment;

(p) lease less than an entire unit or lease a unit for a period of less than one month;

(q) store a golf cart in any place other than a garage;

(r) park overnight any commercial vehicle, truck, boat, camper, motor home, trailer, mobile home or similar vehicle in any driveway or other parking area (other than in an enclosed garage), unless permitted in writing by the Board of Directors; provided, however, that the words "commercial vehicle" shall exclude any automobile bearing a small-sized business name;

(s) allow any animals to be kept in the unit other than in conformity with rules and regulations promulgated from time to time by the Board of Directors;

(t) discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain or portion of the common elements so as to harmfully affect any landscaping or plants or pollute the Bay Isles drainage system;

(u) install or alter any improvement that would cause the exposure of another unit's skylight to the sunlight to be materially obstructed or reduced; or

(v) allow the use of a portable barbecue grill of any type within the unit, the limited common elements or on any of the common elements.

14. SALE, TRANSFER, LEASE, OR OCCUPATION OF UNIT. In recognition of the close proximity of the units and the compact living conditions which will exist in this condominium, the mutual utilization and sharing of the common elements, and the compatibility and congeniality which must exist between the unit owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the Board of Directors of the Association, or its duly authorized officers,

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agent, or committee, to approve in writing all sales, transfers, leases, or occupation of a unit before such sale, transfer, lease, or occupation shall be valid and effective. Written application for such approval shall be made at least 30 days prior to the effective date of said sale, transfer, or occupation of a unit and shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by an application fee as required by regulation of the Board. When considering such application, consideration shall be given to the moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser, transferee, lessee, or occupant. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver of, or estop the Association from, enforcing this provision in any other instance. A lessee shall not assign his lease or sublet his condominium unit without the prior written approval of the Board of Directors or its duly authorized officers, agent, or committee.

In the event a lease, sublease, or occupation of a unit is disapproved, the unit shall not be so leased, subleased, or occupied. In the event a sale or transfer is disapproved or no action is taken by the Board or its duly authorized officers, agent, or committee within 15 days after receipt of said application, and the unit owner intends to close notwithstanding such disapproval or inaction, the unit owner shall give the Board an additional 30 days written notice of such intent prior to closing. In such event, the Association or any other unit owner shall have a right of first refusal to purchase the unit for the identical price, terms, and conditions, which right shall be exercisable by written notice delivered to the proposed seller or mailed to his address as shown on the Association records. In the event the Association is of the opinion that the price is not a bona fide sales price, then the sales price for purposes of the right of first refusal shall be the fair market value of the unit determined by the average of the values assigned by the written appraisals of three recognized real estate appraisers, one of whom shall be selected by the Association, one by the proposed seller, and the third by the first two appraisers. The cost of such appraisals shall be divided between the Association and the proposed seller. If such right of first refusal is exercised by more than one party, priority shall be given first to the Association and then to the unit owner who delivers his acceptance before any other unit owner. If no party exercises his right of first refusal by delivering

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or mailing his acceptance prior to 5 days before the proposed closing date or within 5 days after the sales price is determined by appraisal, whichever is later, the transfer may be closed pursuant to the price and terms stated in the notice.

Failure of a transfer or to comply with these provisions for sale or transfer shall give the Association or any other unit owner a right to redeem the unit involved from the transferee at any time before the closing of such transfer and for a period of 6 months after the recording of such conveyance in the Public Records of Sarasota County, or 60 days after the Board of Directors is given formal written notice of such transfer, whichever period is shorter. The only condition to the exercise of such right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to that date. Immediately upon the tender of such sums, the transferee shall convey all his right, title, and interest to the party making the redemption. In addition to all other available remedies, the right of redemption may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Association or any unit owner to enforce the provisions of this Paragraph 14 against a unit owner or transferee who fails to comply therewith, the party bringing such proceedings shall be entitled to his costs and reasonable attorneys' fees as determined by the Court, including attorney's fees for appellate proceedings, if such party prevails.

The foregoing provisions shall not be applicable to conveyances or leases to or from institutional first mortgagees or Developer or to purchasers at foreclosure sales of mortgages held by institutional first mortgagees.

15. ASSESSMENTS AND LIENS. The Board of Directors of the Association shall approve annual budgets of anticipated income and expenses for each fiscal year and thereupon shall levy an annual assessment against each unit based upon its proportionate share of the common expenses as provided herein. Said annual assessments shall be collected in the manner provided in the Bylaws. In addition, the Board of Directors shall have the power to levy an annual assessment against each unit based upon its proportionate share of the common expenses as provided herein. Said annual assessments shall be collected in the manner provided in the Bylaws. In addition, the Board of Directors shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal

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year. Any assessments, including assessments made pursuant to the provisions of Paragraphs 10 and 11 hereof, which are not paid when due shall be subject to a late charge of 10 percent or such other late charge as may be established by resolution of the Board, and shall bear interest from the due date until paid at the maximum rate allowed by law. The Association shall have the remedies and liens provided by the Florida Condominium Act for unpaid assessments of any kind, including accrued interest and reasonable attorneys' fees incurred by the Association incident to the collection of an assessment or enforcement of a lien, including attorney's fees for appellate proceedings. If any assessment is payable in installments and a unit owner defaults in the payment of an installment, the remaining installments of such assessment may be accelerated by the Association to maturity by giving the defaulting unit owner 10 days notice of intent to accelerate unless all delinquent sums are paid within that time. The Board of Directors may require each unit owner to establish and maintain a minimum balance on deposit with the Association (not to exceed one-fourth of the current annual assessment) to provide working capital and to cover contingent expenses from time to time. Notwithstanding any of the above, no unit shall be liable for the payment of any portion of its annual assessment or installment thereof until the first day of the month following the issuance of a certificate of occupancy for the building in which the unit is located.

16. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. All savings and loan associations, banks, and insurance companies, or their subsidiaries or affiliates, holding first mortgages upon any of the condominium units are herein referred to as "institutional first mortgagees." The termination of the condominium and any amendments to the provisions of this Declaration shall require the written consent of institutional first mortgagees holding at least 51 percent of such first mortgages, except for amendments adding phases pursuant to Paragraph 20 and amendments by Developer pursuant to Paragraph 25. Such consent shall not be unreasonably withheld. Any institutional first mortgagee that acquires title to a unit through mortgage foreclosure or acceptance of a deed in lieu of foreclosure shall not be liable for any assessments levied against such unit which became due prior to the acquisition of such title unless a claim of lien for such assessments was recorded prior to the recording of the mortgage.

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17. RIGHTS OF DEVELOPER. Developer hereby reserves the right to elect, remove, and replace from time to time the directors of the Association in accordance with the provisions of the Association's Articles of Incorporation and Bylaws. Developer may terminate such right by relinquishing control of the election of the Board of Directors to the unit owners at any time. As long as Developer holds units in this condominium for sale in the ordinary course of business, this Declaration shall not be amended nor the condominium terminated without the written consent of Developer. Developer, pursuant to Florida Statutes 718.116(8) shall be excused from paying its share of common expenses upon unsold condominium units during such period of time as it shall guarantee that the assessment for common expenses of the condominium imposed upon other condominium unit owners shall not increase over the dollar amount stated in the projected operating budget. Developer obligates itself to pay any excess amount incurred during that period not produced by assessments at the guaranteed level receivable from other condominium unit owners. Developer has guaranteed unit assessments at the rate of THREE HUNDRED NINETY-ONE AND 00/100 DOLLARS (\$391.00) per month, per unit, from the date of recording hereof through the fifteenth (15th) day of June, 1990 and may extend such guarantee at the same amount for an additional one (1) year period commencing June 16, 1990 and ending June 15, 1991, upon receiving approval of a majority of the unit owners other than Developer.

At the time of the recording of this Declaration, construction of all of the condominium units and improvements has not been completed. Developer reserves all rights and easements necessary or desirable, with respect to the condominium property, to complete such construction and to effect the sale or lease of all the condominium units. As long as Developer holds units in the condominium for sale in the ordinary course of business, Developer shall have the right to exhibit such signs and sales paraphernalia as may be desirable to effect such sales and may use one or more of the units and the common elements for offices, models, and other uses appropriate for the promotion of sales and for administration of the development.

18. EASEMENTS. The respective rights and obligations of the unit owners, the Association, Developer, and others concerning easements affecting the condominium property shall include the following:

(a) Reserved by Developer. Developer hereby reserves for the benefit of itself, its successors and assigns, perpetual easements for ingress and egress and for the installation, construction, repair, maintenance, and replacement of liens, pipes, wells, drains, cables, equipment, apparatus,

structures, roads, driveways, and other improvements for private or public utility services of all kinds, including without limitation, water, sewer, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal, over, under, through, and across the common elements.

(b) Granted to Unit Owners. Each unit owner is hereby granted a nonexclusive perpetual easement for ingress and egress to and from his respective unit through the common elements and a perpetual easement for encroachments which may exist now or in the future by inaccuracies in construction or settlement or movement of the building, which encroachments shall be allowed to remain undisturbed until they no longer exist.

(c) Granted to Utilities. There is hereby granted to all public and private utility companies rendering utility services to the condominium at the time of recording this Declaration a perpetual nonexclusive easement for the construction, installation, maintenance, repair, and replacement of the equipment, structures, and other improvements by which such utility services are respectively provided over, under, across, and through such portion of the common elements as may be reasonably necessary therefor. The use of any easement granted hereunder shall not include the right to disturb any building or structure on the common elements, and any damage caused to same shall be repaired at the expense of the company causing such damage. In the event a utility company's use of an easement granted hereunder causes a disturbance of the surface of the land, the roadways, grass, landscaping, and other improvements which are disturbed shall be restored promptly by the utility company as nearly as possible to their prior condition.

(d) Authority of Association. The Association shall have the right to grant easements under, over, across, and through the condominium property to such persons or entities and for such purposes as the Association Board of Directors may deem appropriate by recording in the Public Records of Sarasota County, Florida, an instrument duly executed by the president or vice-president of the Association.

(e) Easements in Favor of Arvida/JMB Partners. A portion of the condominium property is subject to a perpetual, assignable, nonexclusive easement twenty (20) feet in width, reserved by Arvida/JMB Partners for the purpose of providing drainage for portions of Fairway Bay, a condominium and Harbourside Drive pursuant to the instrument recorded in Official Records Book 2059, page 1393, Public Records of Sarasota County, Florida. By virtue of an instrument recorded in Official Records Book 1947, page 2395, Public Records of Sarasota County, Florida. Arvida/JMB Partners holds a perpetual, assignable,

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nonexclusive easement ten (10) feet in width over and across the easterly portion of the condominium property along and adjacent to the westerly right-of-way line of Harbourside Drive. Said easement shall be for the purpose of installing, maintaining and repairing underground utility and drainage lines.

19. SUBDIVISION RESTRICTIONS AND SETBACK REQUIREMENTS. The condominium property is located within the subdivision known as Bay Isles, Unit No. 5, and is subject to the Declaration of Restrictions for Bay Isles, Unit No. 5, recorded in Official Records Book 1565, page 1, Public Records of Sarasota County, Florida. These restrictions, among other things, impose limitations and conditions on the use and development of the condominium property. The restrictions further reserve unto Arvida/JMB Partners various rights of approval with respect to the development, use, and maintenance of the condominium property. Arvida/JMB Partners has established certain building setback lines for the development of the condominium property, which must be observed by the Association and all unit owners. The applicable setback lines are as follows:

(a) Front Setback Line: The front setback line shall be in compliance with the Cone of Vision Ordinance of the Town of Longboat Key.

(b) Side Setback Lines: The side setback lines shall be parallel to and at least 20 feet from the side property lines of the condominium property.

(c) Rear Setback Line: The rear setback line shall be parallel to and at least 20 feet from the rear property line of the condominium property.

20. PHASED DEVELOPMENT. Developer intends to develop this condominium in three phases pursuant to the provisions of Section 718.403, Florida Statutes 1987. The land which may become part of the condominium and upon which each phase is to be built and the number and general size of the units included in each phase are shown on the condominium plat. Phase I constitutes the initial phase of the condominium and is hereby submitted to condominium ownership. The swimming pool, sun deck and restroom facilities will all be constructed in Phase I. A Fitness Trail will also be constructed within Phase I. Phase II will not become part of the condominium until and unless Phase II is submitted to condominium ownership by the recording of an amendment to this Declaration in the Public Records of Sarasota County, Florida. Upon submission of Phase II an expansion of the Fitness Trail will be constructed by Developer. Phase III will not become part of the condominium until and unless Phase III is submitted to condominium ownership by the recording of an amendment to this Declaration in the Public Records of Sarasota County, Florida. Upon submission of Phase III an expansion of the Fitness Trail will be

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constructed by Developer. Such amendments shall not require the execution, joinder, or consent of individual unit owners or holders of recorded liens thereon (including institutional first mortgagees) or the Association. Such amendments shall take effect at the time of recording in the Public Records of Sarasota County.

When Phase II is added to the condominium, the common elements of Phase I shall merge with the common elements of Phase II and will become part of one condominium, and the share of the common expenses, common elements, and common surplus of each unit will be adjusted as provided in Paragraph 4. In addition, when Phase II is added, each added unit will have one vote in the affairs of the Association, which will result in the diluting of the voting rights of the prior existing units.

If any Phase is not developed and added as a part of the condominium by June 30, 1995, the units shown in such unadded phase(s) will not become part of the condominium and will not share in the common elements, common surplus, or common expenses of the condominium nor will they acquire any voting rights in the Association (unless the unadded Phase(s) properties are subsequently developed as a separate condominium that the Association agrees to operate, in which case each unit in such separate condominium would acquire one vote in the affairs of the Association). Time-share estates will not be created with respect to the units in any phase.

When Phase III is added to the condominium, the common elements of Phase I and Phase II shall merge with the common elements of Phase III and will become part of one condominium, and the share of the common expenses, common elements, and common surplus of each unit will be adjusted as provided in Paragraph 4. In addition, when Phase III is added, each added unit will have one vote in the affairs of the Association, which will result in the diluting of the voting rights of the prior existing units.

Although the number and general size of the unit types in each phase as set forth on the condominium plat will not be changed, Developer reserves the right to modify the configuration, location, and directional bearing of the buildings and units in each phase from that shown on the condominium plat. Although a specific unit type is designated on the plat for each unit, Developer reserves the right to substitute unit types for any uncompleted unit. Developer also reserves the right to reverse the sequence for adding Phases II and III to the condominium. Developer's intent in reserving these rights is to

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accommodate to a reasonable extent the unit type preferences of purchasers of units that are uncompleted at the time of purchase. Any exercise by Developer of its rights shall be reasonable and shall not radically alter the plot plan depicted in the condominium plat. Developer's right to substitute unit types and to make other modifications to the configuration, location, and directional bearing of any building or the units contained therein shall terminate upon the recording of a surveyor's certificate certifying to the substantial completion of the building and establishing the building's "as-built" location and dimensions.

21. LIMITATION ON USE OF RECREATIONAL FACILITIES. In order to conserve the recreational facilities of this condominium and to preserve such facilities for the maximum enjoyment and pleasure of all concerned, the use of such facilities shall be limited only to the immediate persons in residence in any unit from time to time and their occasional guests. In the event a unit is rented, the tenant and his family and occasional guests may use such facilities to the exclusion of the owner of the unit and his family. Persons in residence in units owned by multiple or corporate owners shall be entitled to use such facilities during periods of such residence to the exclusion of the other multiple owners or corporate officials or their invitees.

22. MANAGEMENT AGREEMENT. The Association, acting through its Board of Directors, is authorized to enter into an agreement with any person or legal entity, including Developer or an affiliated company of Developer, to act as managing agent to handle the administrative affairs of the Association and the maintenance of the condominium upon such terms and conditions as the Board may deem to be in the best interests of the condominium and the unit owners. The Board of Directors shall, however, retain at all times the power to adopt budgets, levy assessments, promulgate rules, and otherwise determine matters of a non-ministerial character.

23. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default by the owner, tenant, or occupant of any unit in complying with the provisions and requirements of the Florida Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, and such regulations and rules as may be promulgated by the Association Board of Directors shall entitle the Association to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs

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and expenses, including reasonable attorneys' fees to be determined by the Court for trial and appellate proceedings.

24. TERMINATION. The condominium property may be removed from the provisions of the Declaration and the condominium thereby terminated, upon the affirmative vote of at least 80 percent of the voting rights of all unit owners in this condominium and the consent of the institutional first mortgagees as provided in paragraph 16. The termination of the condominium by such action shall be evidenced by an instrument to that effect signed by the president or vice-president and secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Sarasota County. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the condominium assets as provided in Paragraph 11 above with respect to total or substantial destruction shall apply and shall be under the supervision and control of the banking trustee selected by the Board of Directors of the Association.

25. AMENDMENTS. The provisions of this Declaration may be amended by affirmative vote of two-thirds of the voting rights of the unit owners, except that provisions relating to percentage of ownership and sharing of common expenses, rights of Developer, rights of institutional first mortgagees, termination of the condominium, and the voting rights of members may be amended only with the written consent of all persons or entities adversely affected thereby. Notwithstanding the foregoing, an amendment to this Declaration for the purpose of merging this condominium with one or more other condominiums operated by the Association may be made by affirmative vote of the owners of 80 percent of the units in each condominium and upon the recording of an amendment of merger in the Public Records of Sarasota County. Amendments to the Association's Articles of Incorporation and Bylaws may be made in the manner provided therein and shall not be subject to the requirements set forth herein for amendments to the provisions of this Declaration.

Except for amendments by Developer as herein provided, no amendment shall be effective unless it be in writing, executed by the president or vice-president and attested by the secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County. Any amendment so executed and recorded shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration and the

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Association's Articles of Incorporation and Bylaws. It shall not be necessary for the individual owners of units or holders of recorded liens thereon to join in the execution of any amendment, except as specifically provided herein.

Developer shall have the right and irrevocable power to amend this Declaration and the exhibits recorded herewith as may be necessary or desirable from time to time to (a) identify, locate, and dimension any units which are not certified on the condominium plat as being completed, and provide surveyor certificates of completion for such units pursuant to Section 718.104(e), Florida Statutes 1986; (b) correct any errors or omissions in the Declaration or any exhibits hereto; (c) make the documents comply with the requirements of any statutory provisions or any state or federal rules or regulations; or (d) gain acceptance or approval of any institutional lender or title insurer. Any such amendment shall be executed by Developer, and the joinder or further consent of individual owners of units or holders of recorded liens or other interests therein, including institutional first mortgagees, shall not be required. All amendments shall take effect immediately upon recordation in the Public Records of Sarasota County.

26. BAY ISLES COVENANTS AND REQUIRED MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION. This condominium is an integral part of a larger development known as "Bay Isles." All of Bay Isles is being developed by Arvida/JMB Partners as a planned unit development pursuant to an Outline Development Plan heretofore approved by the Town of Longboat Key in accordance with the Town's planned unit development ordinances, as such plan may be changed or modified by Arvida/JMB Partners from time to time hereafter. In connection with such development, certain land areas, referred to as "Common Areas," will from time to time hereafter be set aside by Arvida/JMB Partners or deeded to Bay Isles Association, Inc., a Florida corporation not for profit (hereinafter referred to as "Bay Isles Association"), as a portion of the required open space of said development and will thereupon become available for the common use, enjoyment or benefit of all property owners in Bay Isles. Said Common Areas may include, by way of illustration and not be way of limitation, private roads, waterways, lakes, ponds, bicycle and other paths, walkways, parks and other open areas. The Common Areas will be designated as such either on plats or in other documents which will be recorded from time to time by Arvida/JMB Partners. In addition, certain land areas, referred to as "Neighborhood Common Areas," may be set aside by

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Arvida/JMB Partners in some subdivision or condominium areas or deeded to subdivision or condominium associations as a portion of the required PUD open space and, in such event, will be available for the common use and enjoyment only of the owners of property in such designated subdivision or condominium areas. These Neighborhood Common Areas will be designated as such either on plats or in other documents which will be recorded by Arvida/JMB Partners from time to time.

Membership of each unit owner in this condominium in Bay Isles Association is hereby stated and recognized to be a necessary and essential part of the orderly development of Bay Isles as planned unit development. Therefore, all unit owners in this condominium shall be required to become members of Bay Isles Association and to maintain such membership in good standing.

The purpose of Bay Isles Association is to own, improve, maintain, and manage the common areas of Bay Isles and to conduct the affairs of this planned unit development in accordance with its Articles of Incorporation and Bylaws, and the Declaration of Maintenance Covenants recorded in Official Records Book 1116, page 1858, Public Records of Sarasota County, Florida, as the same may be amended from time to time hereafter, and in accordance with any and all applicable ordinances of the Town of Longboat Key regulating planned unit developments. Bay Isles Association shall have the right to levy assessments for maintenance purposes and other lawful purposes and to enforce collection thereof by placing liens against the units in this condominium. The Declaration of Maintenance Covenants for Bay Isles permits Bay Isles Association to enter into an arrangement with condominium associations in Bay Isles for the collection of the annual assessment levied by Bay Isles Association. In the event of such request, the Association will undertake such collection duties.

27. USAGE OF PRIVATE ROADS AND WATERWAYS. On the plat of Bay Isles, Unit No. 5, Arvida/JMB Partners granted to all property owners in this subdivision the nonexclusive and perpetual right of ingress and egress over and across the private roads and waterways reflected on said plat; reserving, however, the right to grant similar rights of ingress and egress over and across said private roads and waterways to the public and to property owners in other sections of Bay Isles including those yet to be developed. Arvida/JMB Partners further granted to all property owners in this subdivision the nonexclusive and perpetual right of ingress and egress over and across that part of Bay Isles Boulevard (now known as Harbourside Drive) shown on the

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plats of Bay Isles, Unit No. 1, and Bay Isles, Unit No. 3, and Bay Isles Parkway shown on the plat of Bay Isles, Unit No. 2. This right of ingress and egress shall be appurtenant to and shall pass with the title to each condominium unit as the same may be conveyed from time to time without necessity of specific reference thereto.

Arvida/JMB Partners has reserved the fee simple title to the above mentioned private roads and waterways and has the sole and absolute right at any time, with the consent of the Board of County Commissioners of Sarasota County and/or the Town of Longboat Key (or the consent of any other appropriate governmental authority), to dedicate to the public all or any portion of said private roads or waterways. In addition, Arvida/JMB Partners has the right at any time to convey the title to said roads or waterways to Bay Isles Association or its successors or assigns, and to assign to such grantee any and all rights retained by Arvida/JMB Partners together with all obligation for future maintenance of said roads or waterways.

28. BINDING EFFECT. All provisions of this Declaration shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until this Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural. The term "Developer" as used herein shall include FALCO Corporation, its successors and assigns.

29. SEVERABILITY. If any provision of this Declaration, the Articles of Incorporation, or the Bylaws or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstances, is held invalid by a court of competent jurisdiction, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed in its name by its duly authorized officer this 26 day of June, 1989.

Signed, sealed and delivered in the presence of:

Glenn J. Schwal  
Glenn Decker

FALCO CORPORATION, a Florida corporation

By: Philip L. Deso  
As its Vice-President

(CORPORATE SEAL)

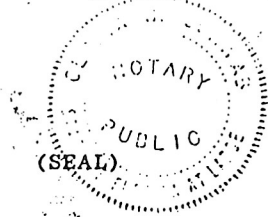


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STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county aforesaid to take acknowledgements, personally appeared DILIP R. DESAI, to me known to be the person described as Vice-President of FALCO CORPORATION, a Florida corporation, and who executed the foregoing Declaration of Condominium, and he acknowledged before me that he executed it in the name of and for that corporation, affixing its corporate seal, and that he was duly authorized by that corporation to do so.

WITNESS my hand and official seal in the county and state named above, this 26 day of June, 19 89.



Georgia J. Schwab  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 1, 1992  
Bonded Thru Troy Fain - Insurance Inc.

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JOINDER OF ASSOCIATION

HARBOUR LINKS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not for profit, hereby joins in and consents to the foregoing Declaration of Condominium and hereby agrees to the provisions thereof and the obligations imposed upon the corporation therein.

IN WITNESS WHEREOF, the corporation has caused this joinder be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 26 day of June, 1989.

Signed, sealed and delivered in the presence of:

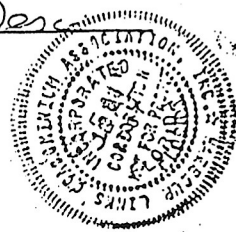
Georgia J. Schwab

Glenn Sacknes

HARBOUR LINKS CONDOMINIUM ASSOCIATION, INC.

By: Dilip R. Desai  
As its President

(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the state and county aforesaid to take acknowledgements, personally appeared DILIP R. DESAI, to me known to be the person described as President of HARBOUR LINKS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and who executed the foregoing Joinder, and he acknowledged before me that he executed the foregoing Joinder, and he acknowledged before me that he executed it in the name of and for that corporation, affixing its corporate seal, and that he was duly authorized by that corporation to do so.

WITNESS my hand and official seal in the county and state named above this 26 day of June, 1989.

Georgia J. Schwab  
Notary Public

(SEAL)

My Commission Expires:



Notary Public, State of Florida  
My Commission Expires Sept. 1, 1992  
Bonded Thru Troy Fain - Insurance Inc.

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CONSENT OF MORTGAGEE

The undersigned is the owner and holder of a mortgage lien upon the premises described in the Declaration of Condominium of Harbour Links at Longboat Key Club, which mortgage is recorded in Official Records Book 2048, Page 2015, Public Records of Sarasota County, Florida. The undersigned hereby joins in and consents to the submission of said lands to condominium ownership in accordance with the terms and provisions of said Declaration of Condominium.

WITNESSES:

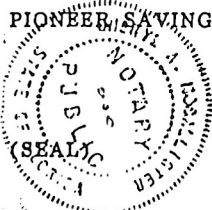
AMERICAN PIONEER SAVINGS BANK

D. Dooley  
Gloria J. Schwab

By: Dwight R. Dooley  
DWIGHT R. DOOLEY  
As its Senior Vice President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 29 day of June, 1989, by DWIGHT R. DOOLEY, as Senior Vice President of AMERICAN PIONEER SAVINGS BANK, on behalf of the corporation.



Cheryl A. McCallister  
Notary Public

My Commission Expires:  
NOTARY PUBLIC, STATE OF FLORIDA,  
MY COMMISSION EXPIRES: OCT. 18, 1991.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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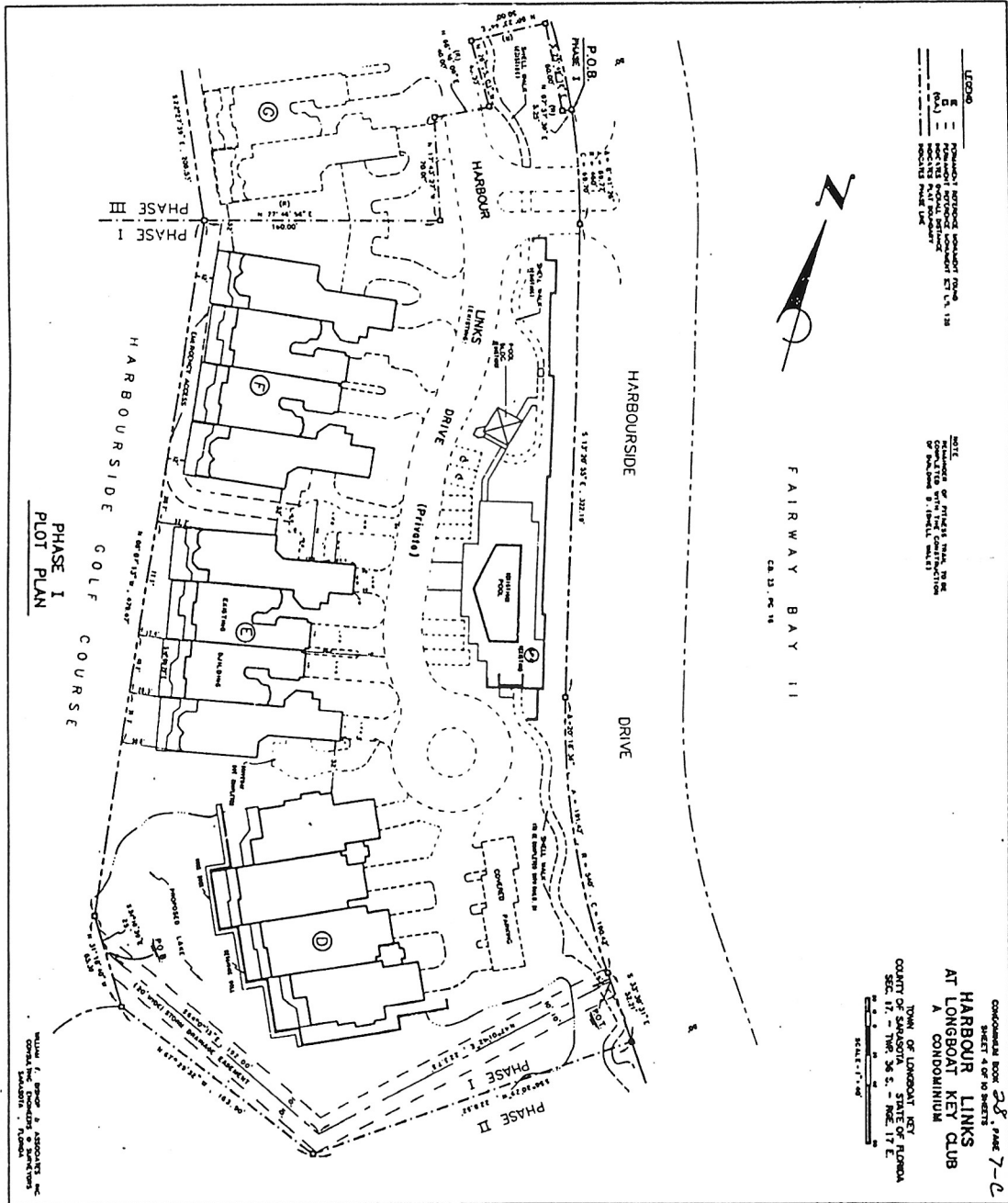








RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.



LEGEND

- Proposed existing boundary lines
- Proposed existing location of U.S. 1A
- Proposed existing location of U.S. 1A
- Proposed existing location of U.S. 1A
- Proposed existing location of U.S. 1A

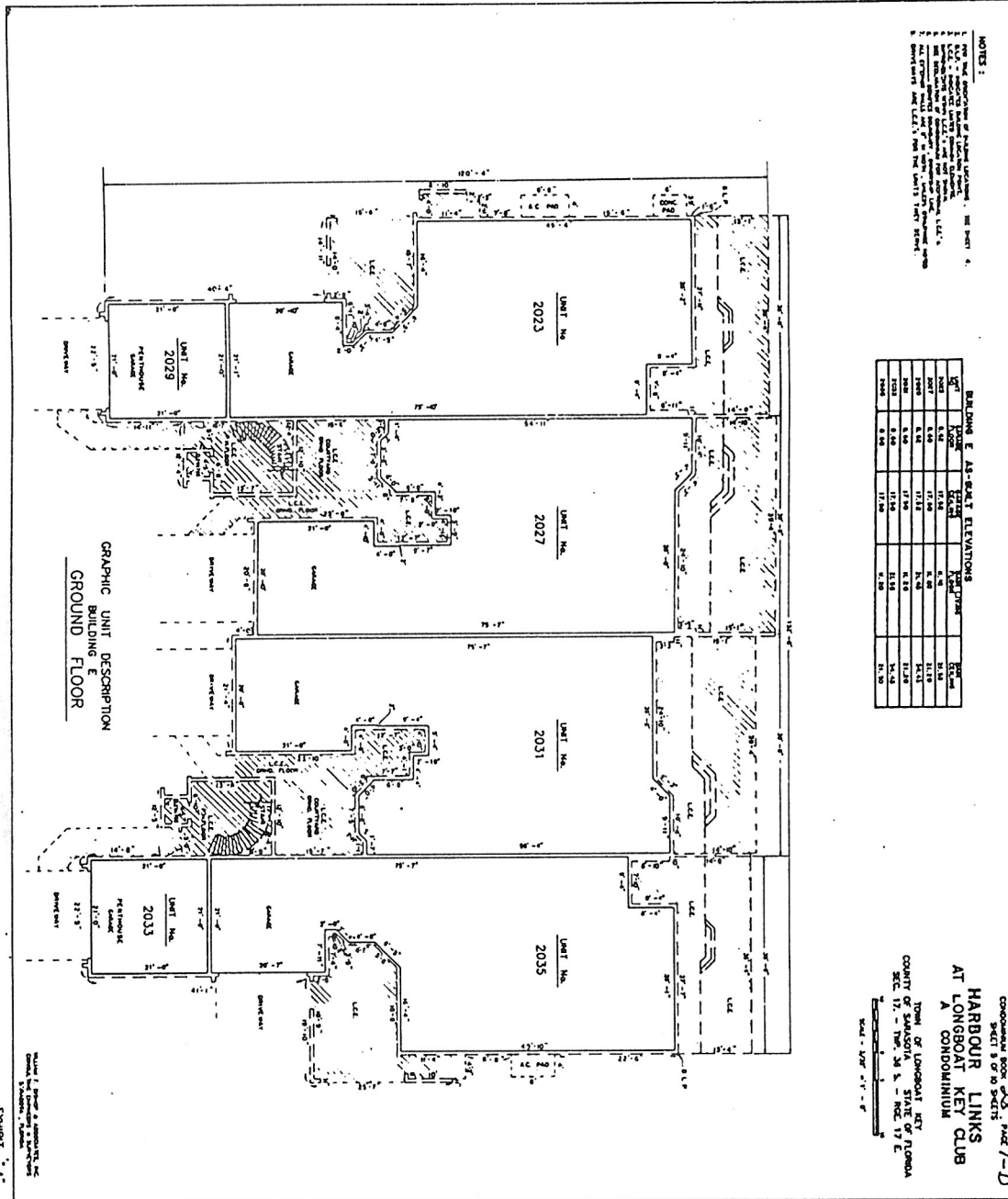


FAIRWAY BAY II  
CA. 33, INC. 18

COMPILED FROM 28 sheets  
SHEET 4 OF 28 SHEETS  
HARBOUR LINKS  
AT LONGBOAT KEY CLUB  
A CONDOMINIUM  
TOWN OF LONGBOAT KEY  
COUNTY OF SANSALOTA, STATE OF FLORIDA  
SEC. 17 - TWP. 36 S. - RGE. 17 E.  
SCALE: 1" = 40'

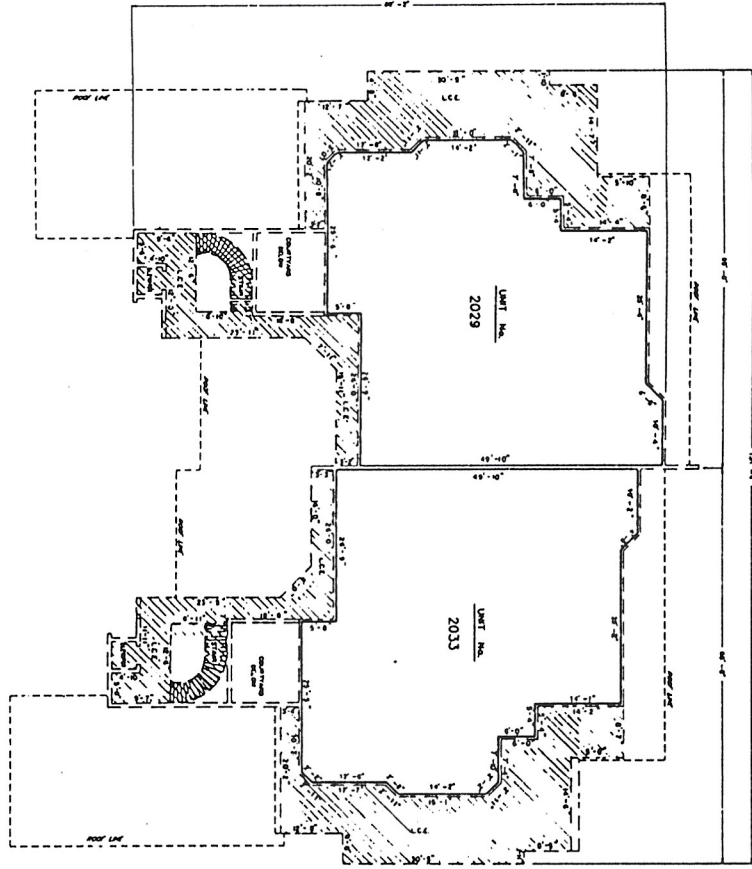
WILLIAM F. BROWN, ARCHITECT, INC.  
GENERAL CONTRACTORS  
CORPORATION  
TALLAHASSEE, FLORIDA  
EXHIBIT "A"

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



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

NOTES:  
1. The boundaries of adjacent lots, blocks, streets, etc., are shown by dashed lines.  
2. The boundaries of the units are shown by solid lines.  
3. The boundaries of the building are shown by solid lines.  
4. The boundaries of the common areas are shown by hatched lines.  
5. The boundaries of the roof are shown by dashed lines.



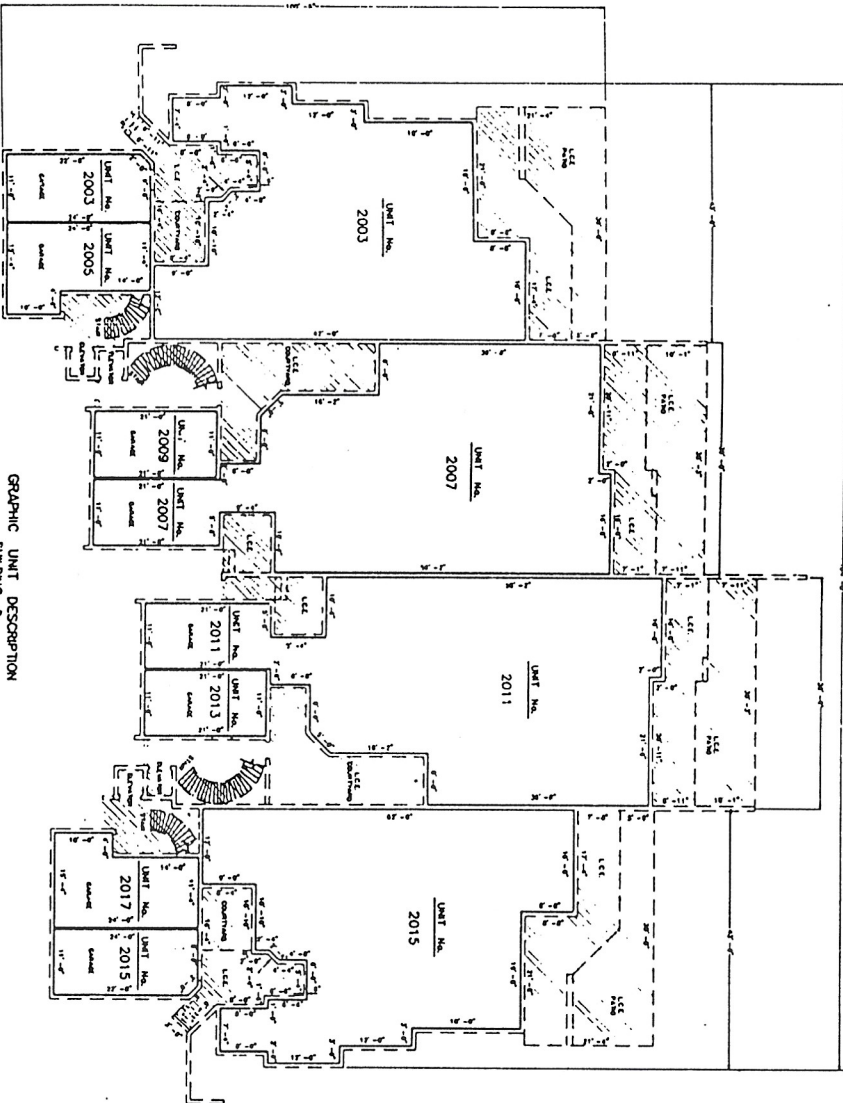
GRAPHIC UNIT DESCRIPTION  
BUILDING E  
PENTHOUSE FLOOR

CONDOMINIUM BOOK 258 PAGE 7-E  
SHEET 6 OF 10 SHEETS  
HARBOUR LINKS  
AT LONGBOAT KEY CLUB  
A CONDOMINIUM  
TOWN OF LONGBOAT KEY  
COUNTY OF PALM BEACH, FLORIDA  
SHEET 17 OF 17 SHEETS  
SCALE = 1/4" = 1'-0"

EXHIBIT "A"

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

NOTES:  
1. The Plan, together with the Subdivision Map, is subject to the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the rules promulgated thereunder.  
2. The Plan is subject to the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the rules promulgated thereunder.  
3. The Plan is subject to the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the rules promulgated thereunder.  
4. The Plan is subject to the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the rules promulgated thereunder.



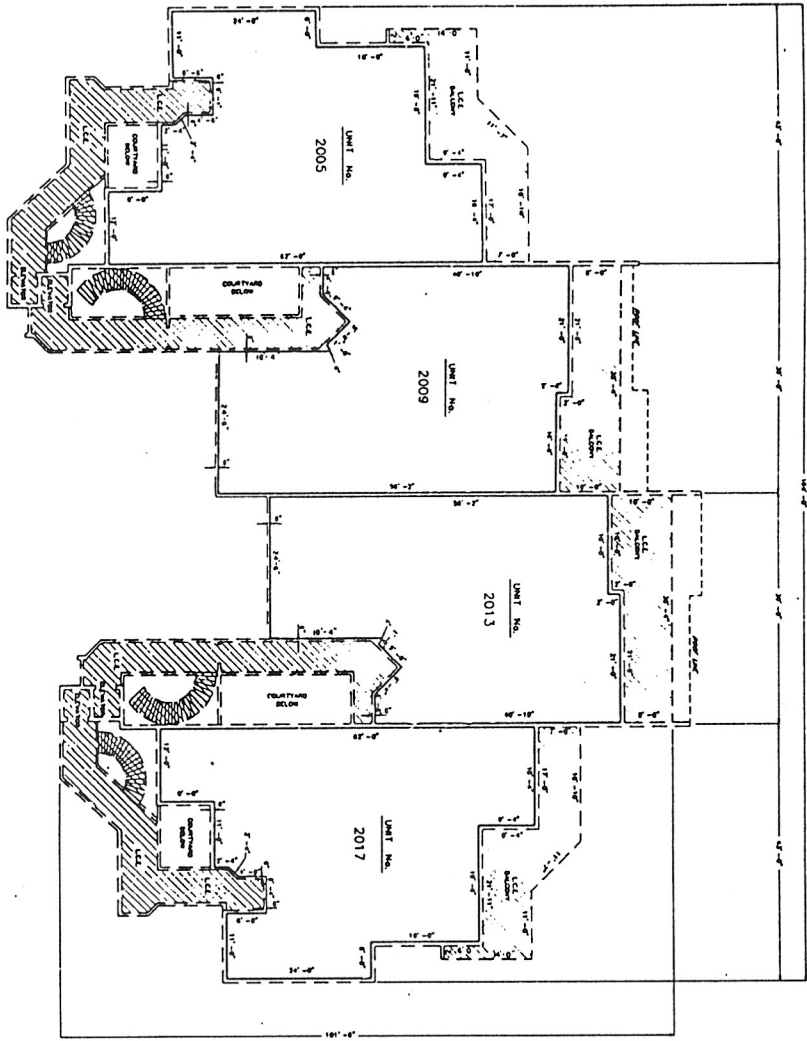
GRAPHIC UNIT DESCRIPTION  
BUILDING D  
GROUND FLOOR

CONDOMINIUM BOOK 28 PAGE 7-F  
SHEET 1 OF 10 SHEETS  
HARBOUR LINKS  
AT LONGBOAT KEY CLUB  
A CONDOMINIUM  
TOWN OF LONGBOAT KEY  
COUNTY OF SARASOTA, STATE OF FLORIDA  
SEC. 17 - TWP. 26 S. - RGE. 17 E.  
SCALE: 1/8" = 1' - 0"

EXHIBIT - A

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

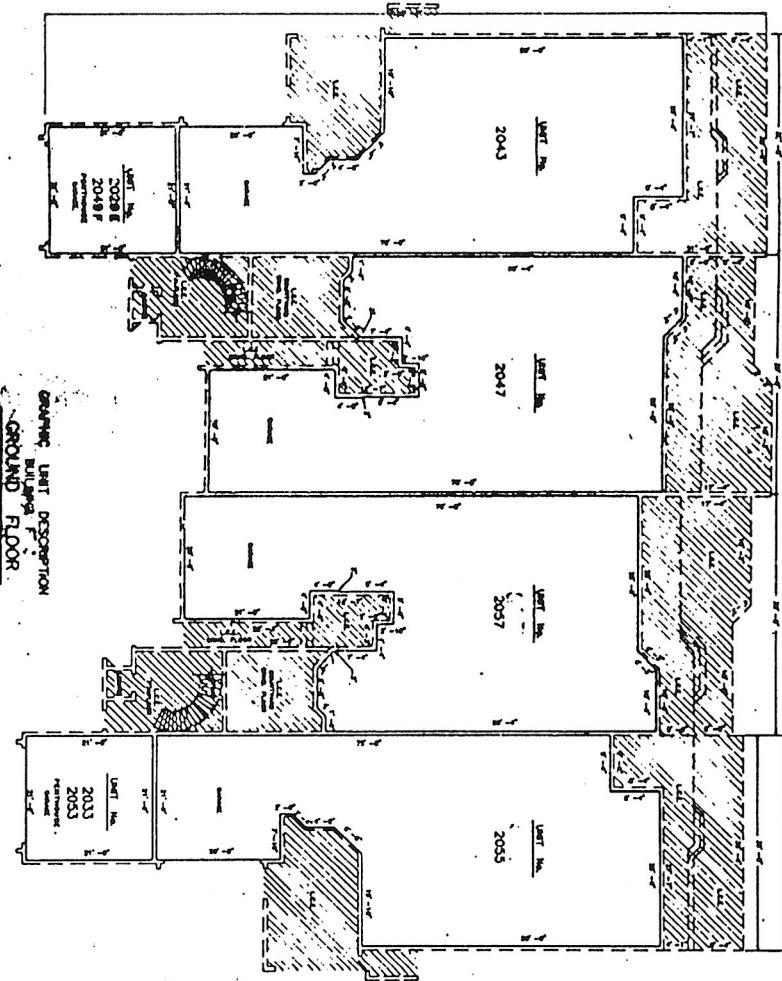
NOTES:  
1. THIS IS A COPY OF THE RECORDING OF THE ORIGINAL SURVEY.  
2. THIS SURVEY IS SUBJECT TO THE RECORDING ACT, 1964.  
3. THE RECORDING ACT, 1964, PROVIDES THAT THE RECORDING OF A SURVEY IS VALID AND EFFECTIVE FROM THE DATE OF RECORDING.  
4. THE RECORDING ACT, 1964, PROVIDES THAT THE RECORDING OF A SURVEY IS VALID AND EFFECTIVE FROM THE DATE OF RECORDING.  
5. THE RECORDING ACT, 1964, PROVIDES THAT THE RECORDING OF A SURVEY IS VALID AND EFFECTIVE FROM THE DATE OF RECORDING.



GRAPHIC UNIT DESCRIPTION  
BUILDING 0  
SECOND FLOOR

CONDOMINIUM BOOK 28 SHEET 7-6  
HARBOUR LINKS  
AT LONGBOAT KEY CLUB  
A CONDOMINIUM  
TOWN OF LONGBOAT KEY  
COUNTY OF SARASOTA, STATE OF FLORIDA  
SEC. 17 - T4N 36 S. - R6E 17 E.  
SCALE - 1/8" = 1' - 0"

UNIT 2005, 2009, 2013, 2017  
CONDOMINIUM BOOK 28 SHEET 7-6  
EXHIBIT "A"



DINING UNIT DESCRIPTION  
 BUILDING  
 GROUND FLOOR

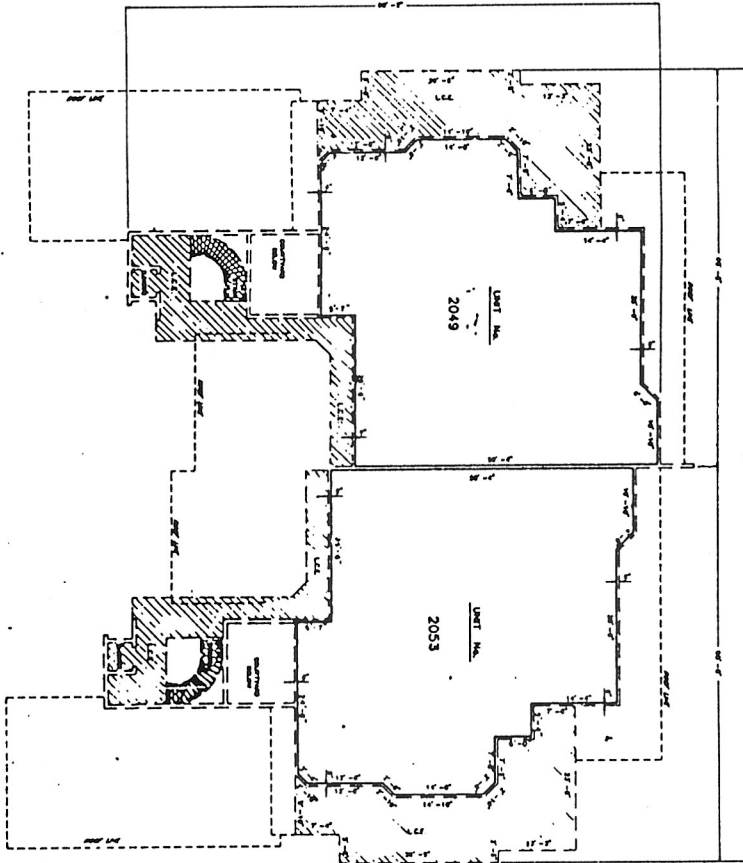
CONDOMINIUM UNIT 205 - Page 7-H  
 SHEET 3 OF 10 SHEETS  
**HARBOUR LINKS**  
 AT LONGBOAT KEY CLUB  
 A CONDOMINIUM  
 Town of Longboat Key  
 COUNTY OF SULLY, STATE OF FLORIDA  
 SEC. 17 - TWP. 28 S. - R. 12 E.

RECORDER'S MEMO: Legibility of writing, typing or  
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 in this document when received.

Drawn by: [illegible]  
 Checked by: [illegible]  
 Date: [illegible]

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

RECORDS  
The following information is for the use of the public and is not to be used for any other purpose. It is the property of the State of Florida and is loaned to you for your information only. It is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the State of Florida.



SHOWING UNIT DIMENSIONS  
INCLUDING F.I.P.  
PENHOUSE FLOOR

CONDOMINIUM BOOK 28, PAGE 7-11  
SECT. 10 OF 10 SHEETS  
**HARBOR LINKS**  
**AT LONGBOAT KEY CLUB**  
A CONDOMINIUM  
TOWN OF LONGBOAT KEY  
COUNTY OF SUWANNEE, STATE OF FLORIDA  
REC. 71 - 100 - 24 S. - 1000 1/2 E.  
SCALE - 1/4" = 1' - 0"



CERTIFICATE OF SURVEYOR

I, the undersigned Registered Land Surveyor, hereby certify that:

1. This certificate is made with respect to Unit(s) 2003, 2005, 2007, 2009, 2011, 2013, 2015, 2017 and 2023, located in HARBOUR LINKS, at Longboat Key Club a condominium, as shown on the condominium plat recorded in Condominium Book 28, Pages 7 through 7I, Public Records of Sarasota County, Florida, as amended.
2. The construction of the improvements in which said unit(s) are located is substantially complete.
3. The plat, as previously amended, and as further amended by the matters set forth on Sheets 4, 7 and 8 attached hereto, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of said unit(s).
4. As to said unit(s), the identification, location and dimensions of the common elements of such unit(s) can be determined from the plat, as amended, and the provisions of said Declaration.
5. All planned improvements, including, but not limited to, landscaping, utility services and access to said unit(s), and common element facilities serving the buildings in which said units are located, have been substantially completed.

BISHOP & ASSOCIATES, INC.  
Consulting Engineers - Surveyors  
78 Sarasota Center Boulevard  
Sarasota, Florida 34240

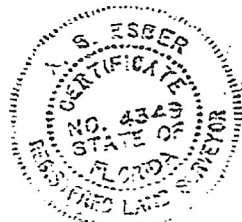
By: Alex S. Esber  
Alex S. Esber

R.L.S. Florida Certificate 4349

Date: June 28, 1990

PFL/pjg  
(FALCJ28-PFL, LEGAL #14)

FALC-0009



LEGEND  
 - - - - - PROPOSED IMPROVEMENTS  
 - - - - - EXISTING IMPROVEMENTS  
 - - - - - EXISTING UTILITIES  
 - - - - - EXISTING EASEMENTS  
 - - - - - EXISTING RIGHT OF WAY

NOTE  
 REFER TO PLAT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

TOWN OF LONGBOAT KEY  
 COUNTY OF DALLAS, STATE OF TEXAS  
 HARBOR LINKS  
 AT LONGBOAT KEY CLUB  
 A CONDOMINIUM  
 CONDENSED BOOK PAGE  
 SHEET 4 OF 16 SHEETS  
 HARBOR LINKS  
 AT LONGBOAT KEY CLUB  
 A CONDOMINIUM  
 TOWN OF LONGBOAT KEY  
 COUNTY OF DALLAS, STATE OF TEXAS  
 HARBOR LINKS  
 AT LONGBOAT KEY CLUB  
 A CONDOMINIUM  
 CONDENSED BOOK PAGE  
 SHEET 4 OF 16 SHEETS



FAIRWAY BAY II  
 58.31 AC. ±

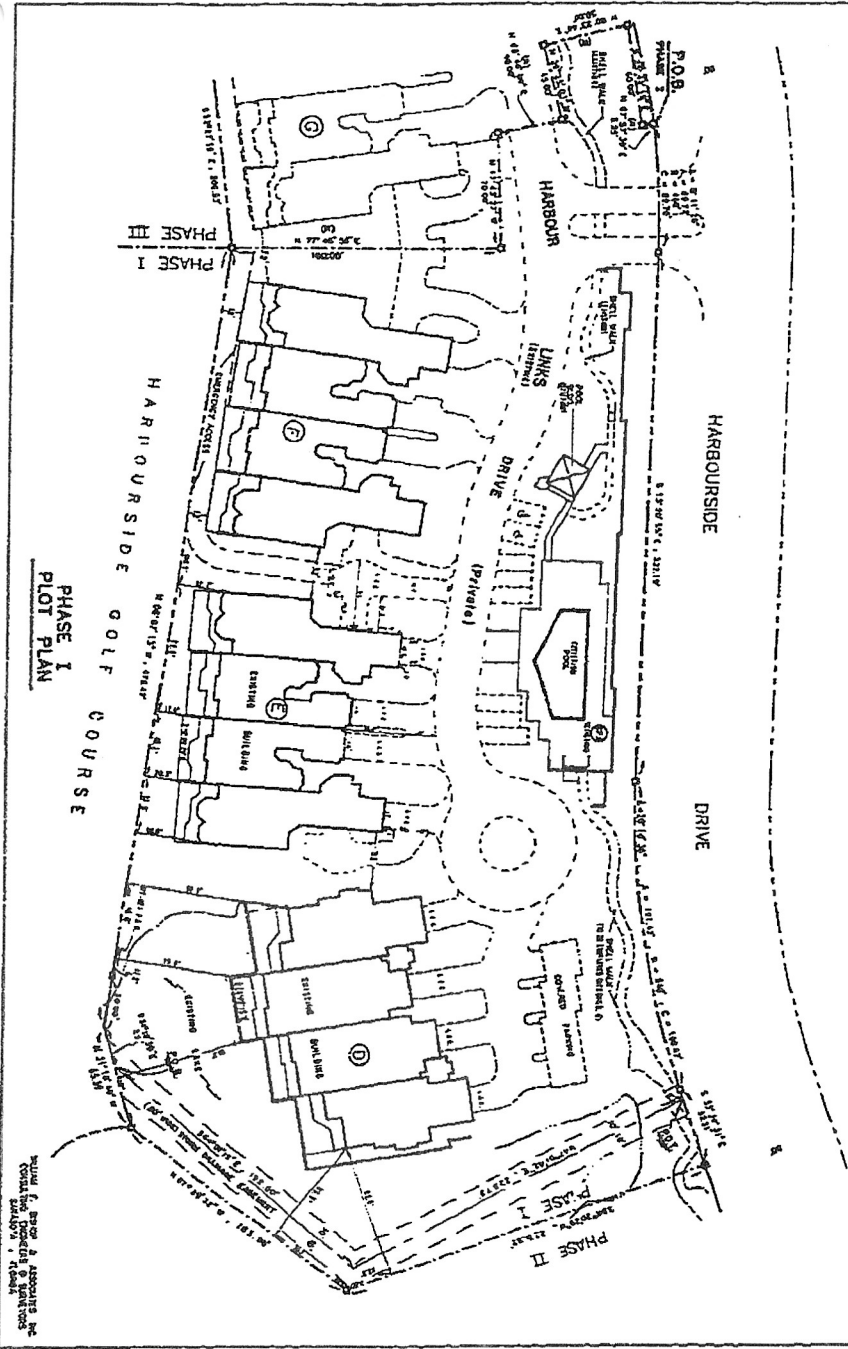
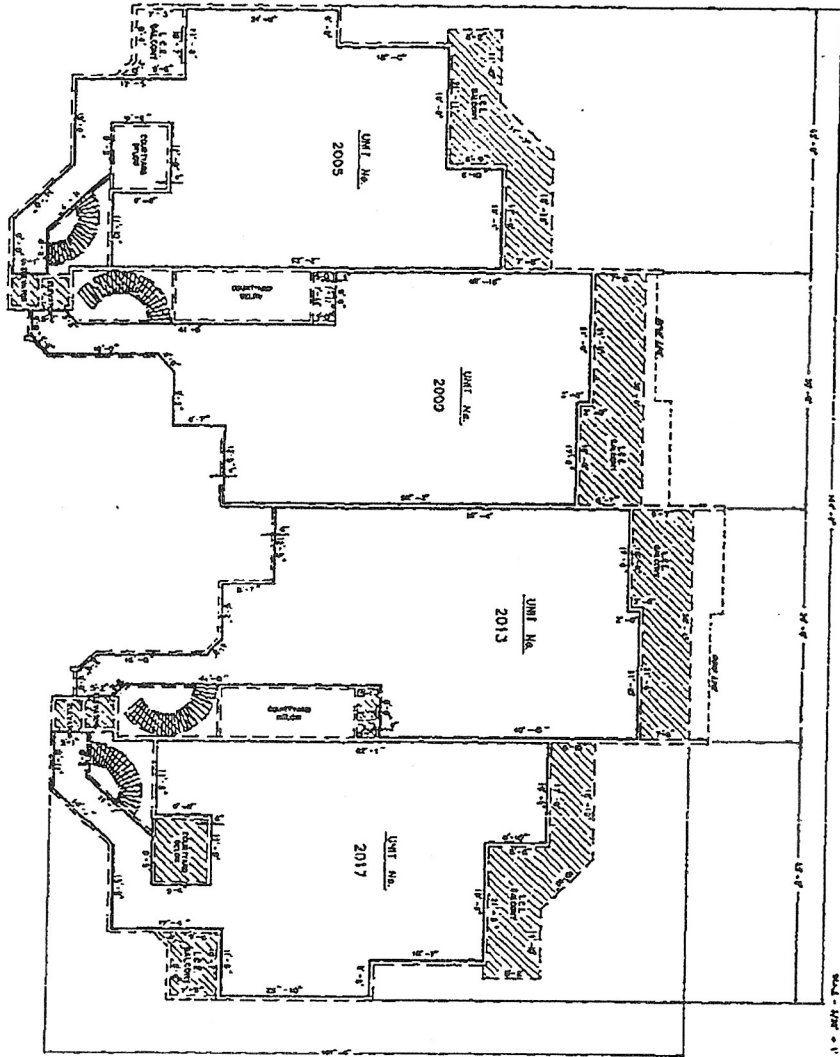


EXHIBIT 2

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

NOTES:  
 1. SEE PLAT OF RECORDS BOOK 2224, PAGE 1662, FOR UNIT 2005.  
 2. SEE PLAT OF RECORDS BOOK 2224, PAGE 1662, FOR UNIT 2000.  
 3. SEE PLAT OF RECORDS BOOK 2224, PAGE 1662, FOR UNIT 2013.  
 4. SEE PLAT OF RECORDS BOOK 2224, PAGE 1662, FOR UNIT 2017.  
 5. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



GRAPHIC UNIT DESCRIPTION  
 BUILDING D  
 SECOND FLOOR

CONDOMINIUM UNIT  
 SHEET 2 OF 2 SHEETS  
**HARBOR LINKS**  
 AT  
**LONGBOAT KEY CLUB**  
 A  
 CONDOMINIUM  
 TOWN OF LONGBOAT KEY  
 COUNTY OF BREVARD, FLORIDA  
 SDI 17 - TEN 26 01 - IND 17 2  
 1/4" = 1'-0"

EXHIBIT 2

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

RECORDED IN OFFICIAL RECORDS  
 RECORDED

Jun 6 9 07 AM '90

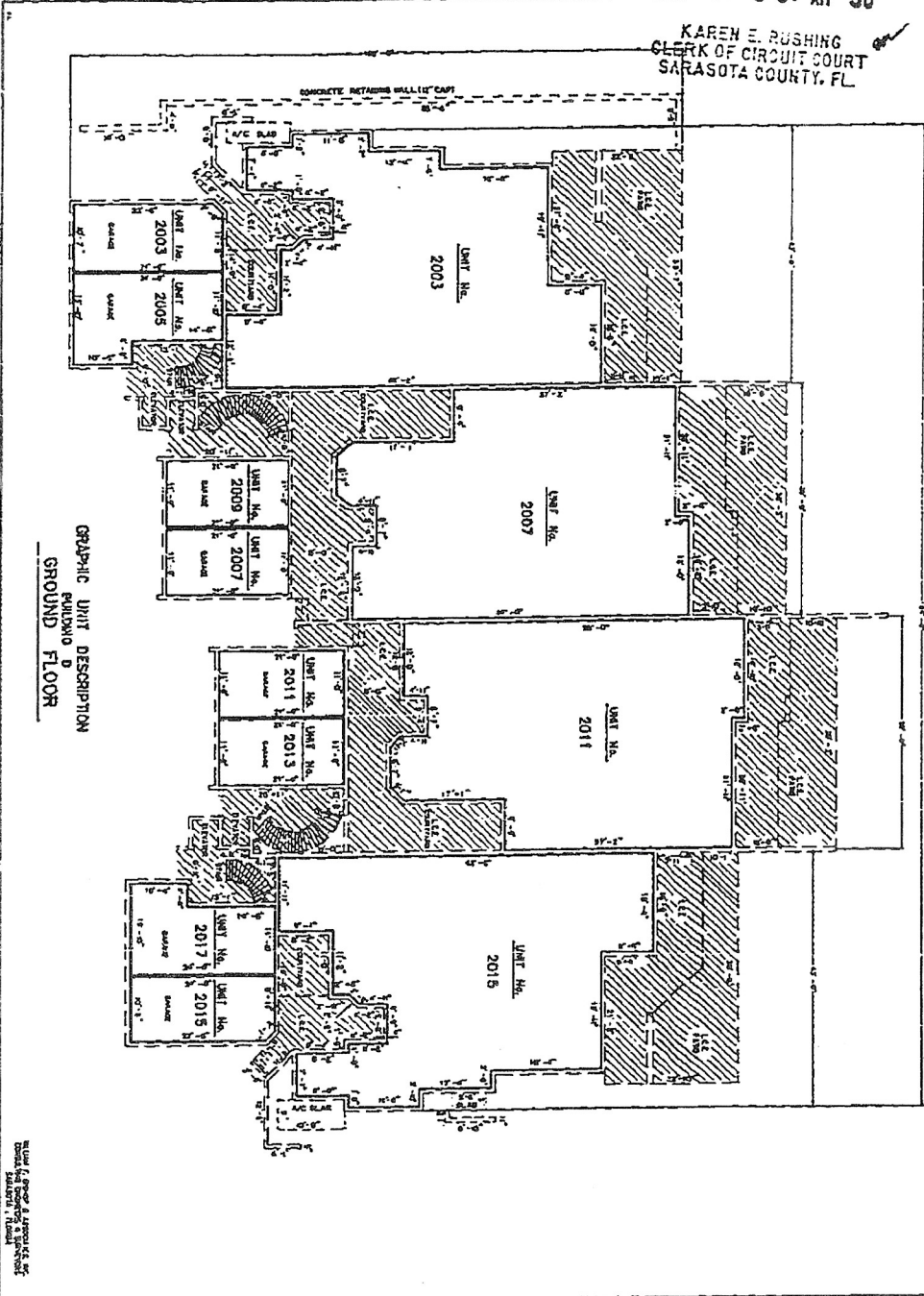
KAREN E. PUSHING  
 CLERK OF CIRCUIT COURT  
 SARASOTA COUNTY, FL

## OFFICIAL RECORDS ##  
 BOOK 2224  
 PAGE 1663

NOTES:  
 1. See also description of original plat, and plat 2.  
 2. ALL SPECIAL LISTS, PLANS, SPECIFICATIONS, AND EXHIBITS OF RECORDS ARE SUBJECT TO THE PROVISIONS OF CHAPTER 183, F.S.  
 3. All ground units are subject to the provisions of the

**BUILDING & AS-BUILT ELEVATIONS**

FLOOR	FINISH	FINISH	FINISH	FINISH
2001	8.24	7.44	11.41	11.41
2002	8.24	7.44	11.41	11.41
2003	8.24	7.44	11.41	11.41
2004	8.24	7.44	11.41	11.41
2005	8.24	7.44	11.41	11.41
2006	8.24	7.44	11.41	11.41
2007	8.24	7.44	11.41	11.41
2008	8.24	7.44	11.41	11.41
2009	8.24	7.44	11.41	11.41
2010	8.24	7.44	11.41	11.41
2011	8.24	7.44	11.41	11.41
2012	8.24	7.44	11.41	11.41
2013	8.24	7.44	11.41	11.41
2014	8.24	7.44	11.41	11.41
2015	8.24	7.44	11.41	11.41
2016	8.24	7.44	11.41	11.41
2017	8.24	7.44	11.41	11.41
2018	8.24	7.44	11.41	11.41
2019	8.24	7.44	11.41	11.41
2020	8.24	7.44	11.41	11.41



GRAPHIC UNIT DESCRIPTION  
 BUILDING D  
 GROUND FLOOR

CONDOMINIUM UNIT  
 SHEET 09 OF 20 SHEETS  
**HARBOR LINKS**  
**AT LONGBOAT KEY CLUB**  
 A CONDOMINIUM  
 TOWN OF LONGBOAT KEY  
 COUNTY OF SARASOTA, STATE OF FLORIDA  
 SEC. 17 - TWP. 36 S. - RGE. 17 E.

EXHIBIT 2

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

FIRST AMENDMENT TO DECLARATION OF  
HARBOUR LINKS AT LONGBOAT KEY CLUB,

A CONDOMINIUM

FALCO CORPORATION, a Florida corporation, the developer of HARBOUR LINKS AT LONGBOAT KEY CLUB, A CONDOMINIUM, does hereby amend the Declaration of Condominium of Harbour Links at Longboat Key Club, which was recorded in Official Records Book 2133, Pages 18 et seq., as Clerk's Instrument No. 042059, on June 29, 1989, and which was recorded in Condominium Plat Book 28, Pages 7 through 7-I, inclusive, all of the Public Records of Sarasota County, Florida, as follows:

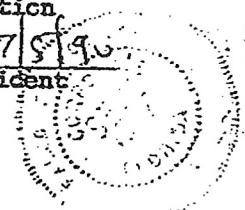
1. The Condominium Plat attached to the Declaration as Exhibit "A" is hereby amended by the addition of the Certificate of Surveyor attached hereto as Exhibit "1" certifying substantial completion of Units 2003, 2005, 2007, 2009, 2011, 2013, 2015, 2017 and 2023, HARBOUR LINKS AT LONGBOAT KEY CLUB, a condominium.
2. Sheets 4, 7 and 8 of the Condominium Plat recorded at Pages 51, 54 and 55, respectively, of Official Records Book 2133 and at Condominium Book 28, Pages 7-C, 7-F and 7-G, respectively, are amended as depicted on the attached Exhibit "2".
3. All other terms, conditions, obligations, responsibilities and duties set forth in the Declaration of Condominium including all exhibits and schedules thereto, shall remain in full force and effect and unchanged except as amended by this Amendment.

Signed, sealed and delivered in the presence of:

Richard D. Saba  
Georgia J. Schwab  
As to Falco

FALCO CORPORATION,  
a Florida corporation

By: Jay Vyas 7/5/90  
JAY VYAS, Vice-President



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 acknowledgements, personally appeared JAY VYAS, Vice-President of Falco Corporation, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same.

WITNESS my hand and official seal in said county and state on July 5, 1990.

Georgia J. Schwab  
NOTARY PUBLIC  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 1, 1992  
Bonded Through Troy Fair - Insurance Inc.

PREPARED BY: RICHARD D. SABA, ESQUIRE  
1390 Main Street, Suite 824  
Sarasota, FL 34236



218  
Return to

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 1999071923 5 PGS  
1999 MAY 25 04:04 PM  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
DCLINGER Receipt#107351

Record 240

Prepared by and return to:  
William M. Seider, Esq./ck  
Williams, Parker, Harrison, Ditz & Getzen  
200 S. Orange Avenue  
Sarasota, FL 34236  
(941) 366-4800



AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
HARBOUR LINKS AT LONGBOAT KEY CLUB

PURSUANT to Section 718.104(4)(e), Florida Statutes, and the provisions of the Declaration of Condominium of Harbour Links at Longboat Key Club, as recorded in Official Records Book 2133, Page 18, Public Records of Sarasota County, Florida, BH Lands, as assignee of certain rights of the Developer pursuant to Assignment recorded at Official Records Book 2995, Page 2131, Public Records of Sarasota County, Florida, hereby amends the survey and plot plan attached as Exhibit "A" to said Declaration of Condominium and recorded in Condominium Book 28, Page 7, Public Records of Sarasota County, Florida, in accordance with the Certificate of Surveyor attached hereto and by this reference made a part hereof. This shall have the effect of amending the condominium plat so as to reflect the modifications to Building F and the units contained therein.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed in its name this 18 day of May, 1999.

Witnesses:

Carole L. Kesselring  
Signature of Witness

Carole L. Kesselring  
Print Name of Witness

Lorraine Hilgeman  
Signature of Witness

LORRAINE HILGEMAN  
Print Name of Witness

BH LANDS, a Florida general partnership

By: R.C. Lands, Inc., a Kentucky corporation, as its general partner

By: Robert C. Cull  
Robert C. Cull  
As its President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18 day of May, 1999 by Robert C. Cull, President of R.C. Lands, Inc., a Kentucky corporation, as general partner of BH Lands, a Florida general partnership, on behalf of the partnership and the corporation. The above-named person is personally known to me or has produced \_\_\_\_\_ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)



Carole L. Kesselring  
Signature of Notary Public

Carole L. Kesselring

Print Name of Notary Public

I am a Notary Public of the State of Florida,  
and my commission expires on \_\_\_\_\_

# AMENDMENT TO PLAT OF HARBOUR LINKS AT LONGBOAT KEY CLUB A CONDOMINIUM

TOWN OF LONGBOAT KEY  
COUNTY OF SARASOTA STATE OF FLORIDA  
SEC. 17 - TWP. 36 S. - RGE. 18 E.

### LEGAL DESCRIPTION

UNITS 2043, 2047, 2049, 2053, 2055, 2057, PHASE I, HARBOUR LINKS AT LONGBOAT KEY CLUB, A CONDOMINIUM AS RECORDED IN CONDOMINIUM BOOK 28, PAGES 7-71, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

### DESCRIPTION OF UNITS

EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT WHICH LIES WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES SHALL BE DETERMINED IN THE FOLLOWING MANNER:

1. UPPER AND LOWER BOUNDARIES:

THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO THEIR PLANAR INTERSECTIONS WITH THE PERIMETRICAL BOUNDARIES:

- A. UPPER BOUNDARIES - THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE OF THE STRUCTURAL CEILING OF THE UNIT.
- B. LOWER BOUNDARIES - THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE OF THE CONCRETE FLOOR OF THE UNIT.
- C. INTERIOR DIVISIONS - NO PART OF THE NON-STRUCTURAL INTERIOR WALLS OR PARTITIONS SHALL BE CONSIDERED A BOUNDARY OF THE UNIT.

2. PERIMETRICAL BOUNDARIES:

THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE UNFINISHED INTERIOR SURFACES OF THE WALLS BOUNDING THE UNIT EXTENDED TO THEIR PLANAR INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.

3. APERTURES:

WHERE THERE ARE APERTURES IN ANY BOUNDARY, INCLUDING, BUT NOT LIMITED TO, WINDOWS, DOORS, SKYLIGHTS AND CONVERSATION PITS, SUCH BOUNDARIES SHALL BE EXTENDED TO INCLUDE THE INTERIOR UNFINISHED SURFACES OF SUCH APERTURES, INCLUDING ALL FRAMEWORKS THEREOF, EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIAL, AND ALL FRAMINGS AND CASINGS THEREFORE, SHALL BE INCLUDED IN THE BOUNDARIES OF THE UNIT.

4. EXCLUDED FROM UNITS:

THE UNITS SHALL NOT INCLUDE THE FOLLOWING ITEMS WHICH SHALL BE CONSIDERED AS COMMON ELEMENTS:

- A. UTILITY LINES, MAINS, DUCTS AND SERVICES WHICH MAY BE CONTAINED WITHIN THE UNIT BOUNDARIES BUT WHICH SERVE THE COMMON ELEMENTS OR UNITS OTHER THAN, OR IN ADDITION TO, THE UNITS WHICH CONTAIN SUCH FACILITIES.
- B. COLUMNS, SLABS, PARTITIONS OR ANY OTHER PORTION OF THE BUILDING WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.

### NOTES

1. ELEVATIONS SHOWN REFER TO NATIONAL GEODETIC VERTICAL DATUM.
2. BEARINGS SHOWN ARE BASED ON RECORDED PLAT OF BAY ISLES UNIT NO. 3, A SUBDIVISION, AS RECORDED IN PLAT BOOK 28, PAGES 38-39B, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.
3. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS ARE DEFINED IN THE DECLARATION OF CONDOMINIUM.
4. IMPROVEMENTS WITHIN L.C.E.'S OF BUILDINGS ARE NOT SHOWN.
5. DIMENSIONS SHOWN ARE PROPOSED ONLY AND ACTUAL DIMENSIONS MAY VARY DURING CONSTRUCTION.

### CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT: THIS PLAT, DESIGNATED AS EXHIBIT "A", CONSISTING OF 4 SHEETS, IS A CORRECT REPRESENTATION OF THE LAND DESCRIBED AND SHOWN HEREON. THE CONSTRUCTION OF UNITS 2043, 2047, 2049, 2053, 2055 AND 2057 IS SUBSTANTIALLY COMPLETED AND THE CONSTRUCTION OF THE IMPROVEMENTS IN WHICH SAID UNITS ARE LOCATED IS SUBSTANTIALLY COMPLETE. THIS PLAT, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE PROPOSED LOCATION AND DIMENSIONS OF SAID UNITS, THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH SUCH UNIT CAN BE DETERMINED FROM THIS EXHIBIT AND THE PROVISIONS OF SAID DECLARATION.

ESBER & ASSOCIATES, INC.  
ENGINEERS SURVEYORS  
SARASOTA, FLORIDA

BY: *Alex S. Esber*  
ALEX S. ESBER  
PROFESSIONAL SURVEYOR  
FLORIDA CERTIFICATE NO. 4348

SIGNING DATE: 4/15/99

ASBUILT SURVEY DATE: 4/1/99



ESBER & ASSOCIATES  
Engineers & Surveyors

6016 Palmer Blvd. • Sarasota, FL 34232  
(813) 378-8831 • Fax (813) 378-0886

EXHIBIT TO AMENDMENT OF  
DECLARATION OF CONDOMINIUM

THIS IS NOT  
A SURVEY

JOB NO.: F11905.000 DWG. BY: JAN REVISIONS: / BY: / DATE: /  
DATE: 10-13-98 CHK'D BY: ASE AS-BUILT SURVEY: / JAN: / 11-13-99

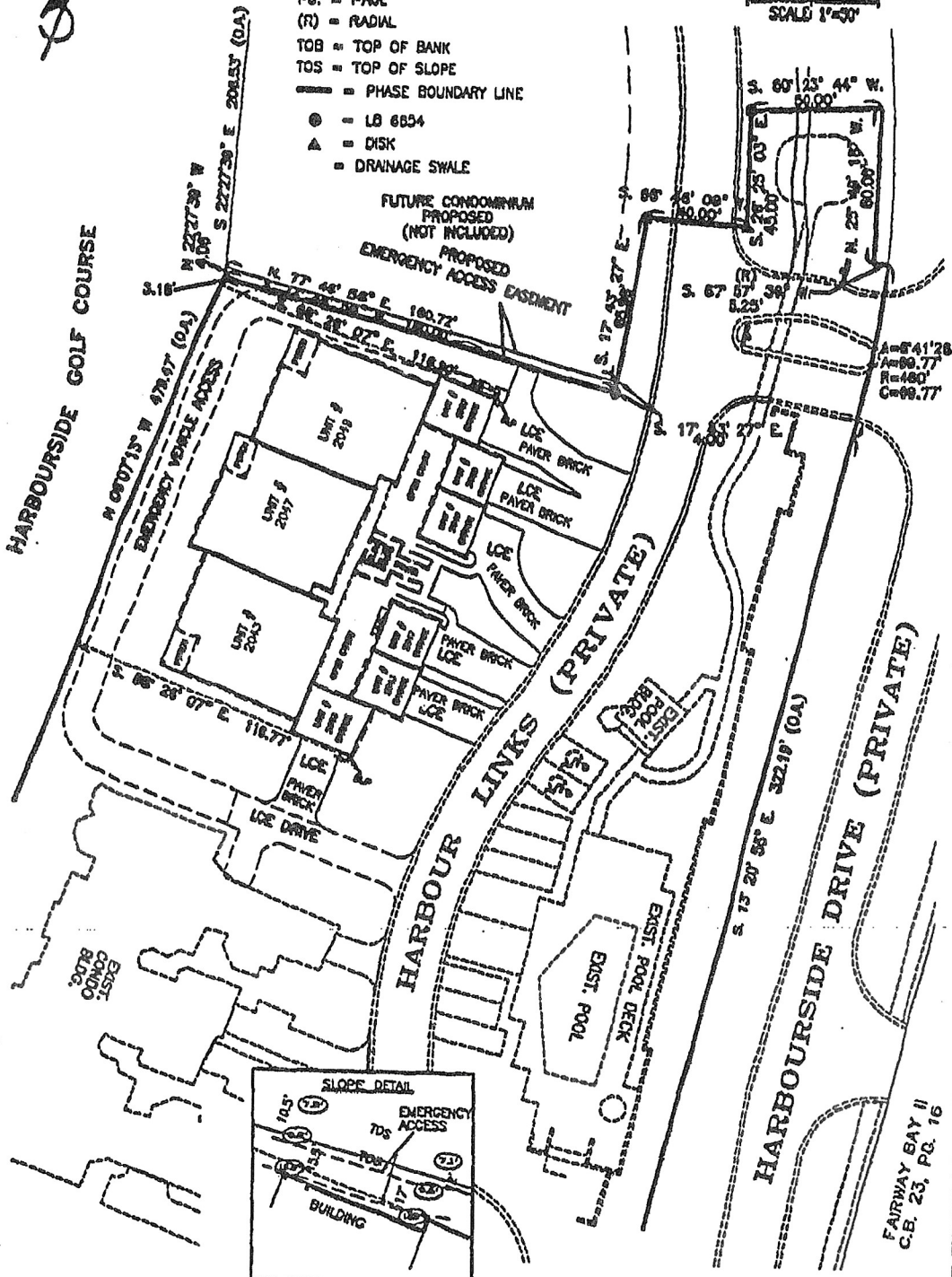
# AMENDMENT TO PLAT OF HARBOUR LINKS AT LONGBOAT KEY CLUB A CONDOMINIUM

TOWN OF LONGBOAT KEY  
COUNTY OF SARASOTA STATE OF FLORIDA  
REC. 19 - TWP. 26 S. - RGS. 16 E.



### LEGEND

- BLP = BUILDING LOCATION POINT
- C.B. = CONDOMINIUM BOOK
- CONC. = CONCRETE
- CONDO = CONDOMINIUM
- LCE = LIMITED COMMON ELEMENTS
- (O.A.) = OVERALL
- PG. = PAGE
- (R) = RADIAL
- TOB = TOP OF BANK
- TOS = TOP OF SLOPE
- = PHASE BOUNDARY LINE
- = LB 6654
- ▲ = DISK
- ▣ = DRAINAGE SWALE



## BUILDING "F" A PORTION OF PHASE I PLOT PLAN

OFFICIAL RECORD INSTRUMENT # 19960723 5 PGS  
FAIRWAY SAY II  
C.B. 23, PG. 16

**ESBER & ASSOCIATES**  
Engineers • Surveyors  
8914 Palmer Blvd. • Sarasota, FL 34238  
(941) 378-8631 • Fax (941) 378-0568

EXHIBIT TO AMENDMENT OF		<b>THIS IS NOT A SURVEY</b>
DECLARATION OF CONDOMINIUM		
JOB NO.: F11905.000	DWG. BY: JAN	REVISIONS / BY / DATE
DATE: 10-13-98	CHK'D BY: ASE	AS-BUILT SURVEY / JAN / 4-13-98

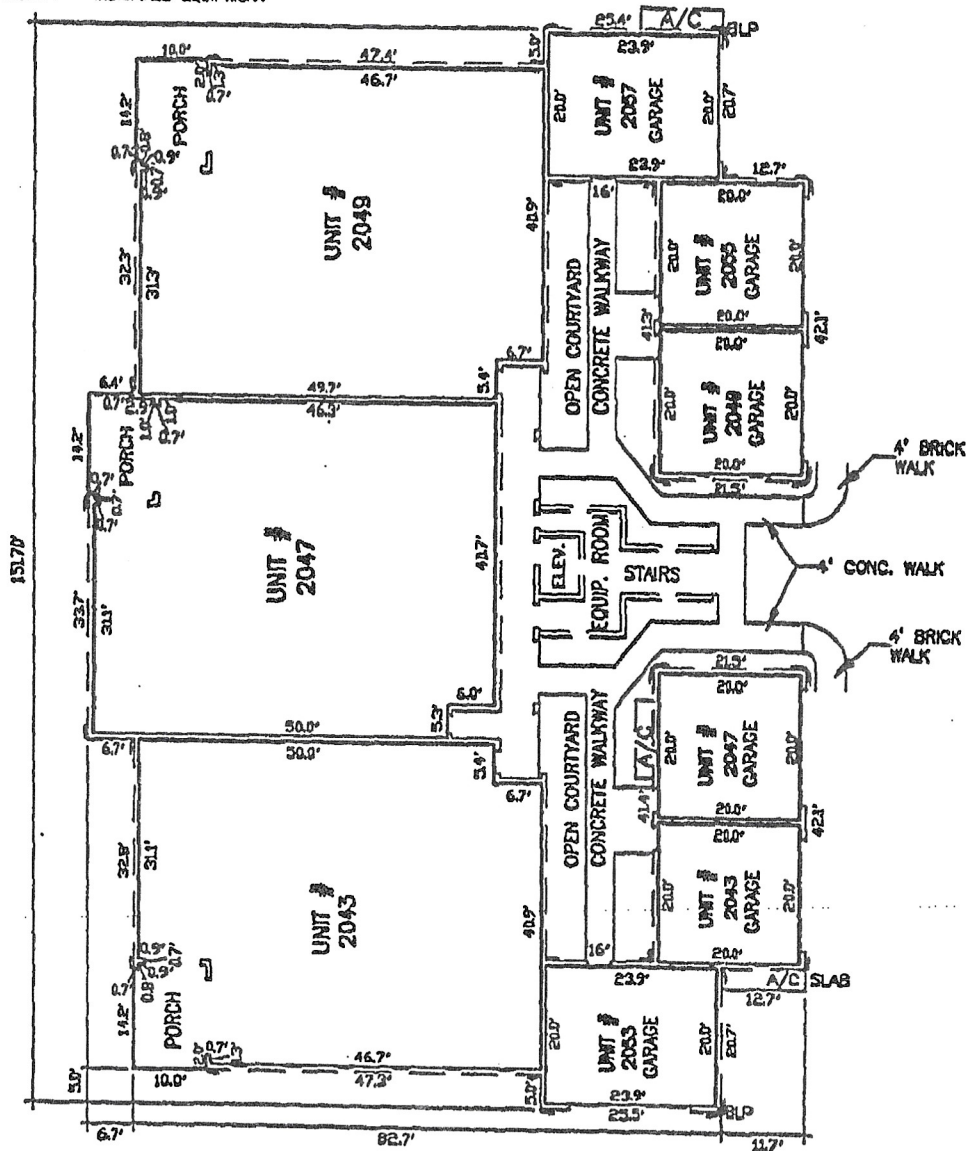


**NOTES:**

1. FOR TRUE ORIENTATION OF BUILDING LOCATION, SEE SHEET 2.
2. BLP - INDICATES BUILDING LOCATION POINT.
3. LCE - INDICATES LIMITED COMMON ELEMENTS.
4. IMPROVEMENTS WITHIN LCE'S ARE NOT ALL SHOWN
5. ALL EXTERIOR WALLS AND PARTY WALLS ARE 8".
6. DRIVEWAYS ARE LCE'S FOR THE UNITS THEY SERVE.
7. --- DENOTES UNIT BOUNDARY LINE.
8. EQUIP. - INDICATES EQUIPMENT

SHEET 2 OF 4 SHEETS  
**AMENDMENT TO PLAT OF  
 HARBOUR LINKS  
 AT LONGBOAT KEY CLUB  
 A CONDOMINIUM**

TOWN OF LONGBOAT KEY  
 COUNTY OF SARASOTA STATE OF FLORIDA  
 SEC. 17 - TWP. 28 N. - R. 16 E.



BUILDING "F" - AS-BUILT ELEVATIONS					
GARAGE FLOOR	GARAGE CEILING	FIRST FLOOR FLOOR	FIRST FLOOR CEILING	SECOND FLOOR FLOOR	SECOND FLOOR CEILING
8.2'	18.2'	11.0'	21.0'	22.05'	30.0'

**GRAPHIC UNIT DESCRIPTION  
 BUILDING "F"  
 FIRST FLOOR**

**ESBER & ASSOCIATES**  
 Engineers • Surveyors  
 6014 Palmer Blvd. • Sarasota, FL 94232  
 (941)378-8631 • Fax (941)378-0066

EXHIBIT TO AMENDMENT OF DECLARATION OF CONDOMINIUM		<b>THIS IS NOT A SURVEY</b>
JOB NO.: F11905.000	DWG. BY: JAN	REVISIONS / BY / DATE
DATE: 10-13-98	CHK'D BY: ASE	AS-BUILT SURVEY / JAN / 12-13-99

REPLACEMENT UNIT BOUNDARY LINES

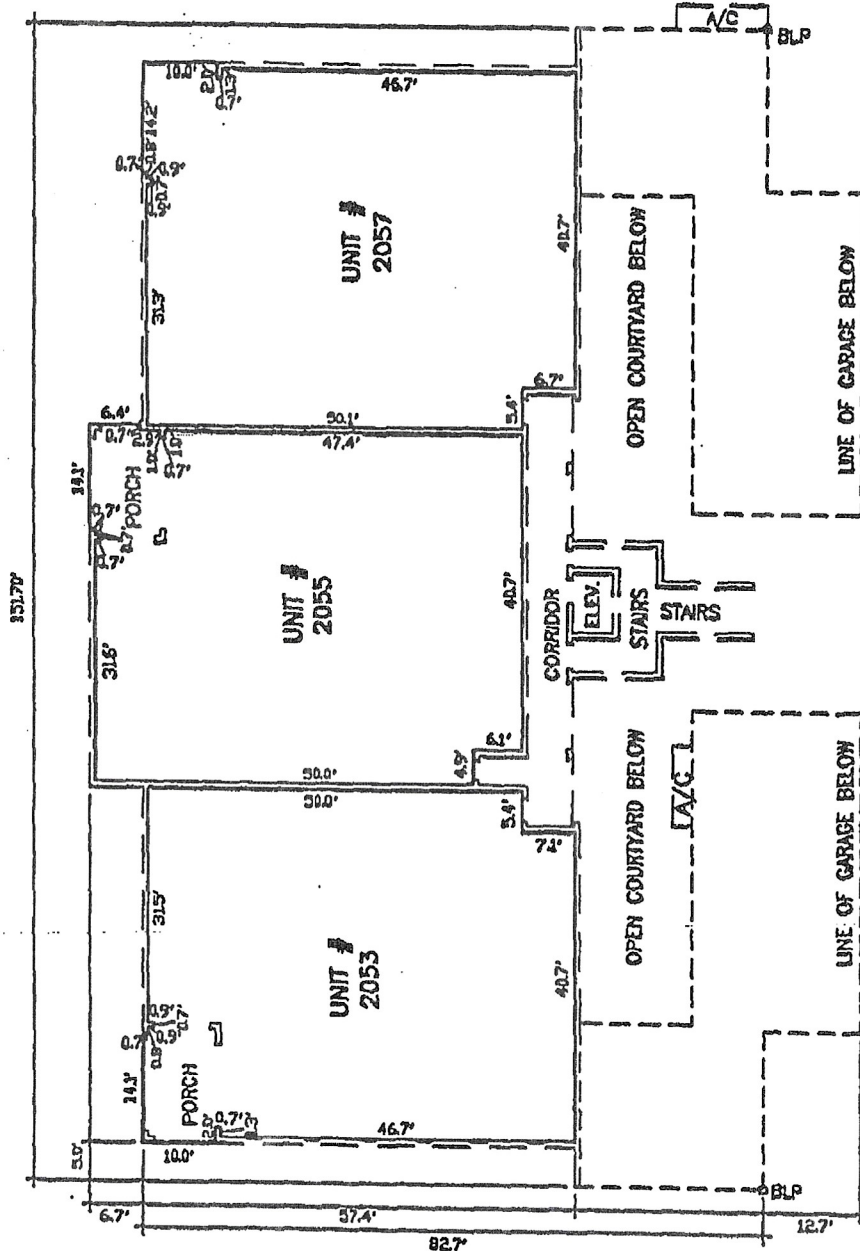
### AMENDMENT TO FLAT OF HARBOUR LINKS AT LONGBOAT KEY CLUB A CONDOMINIUM

TOWN OF LONGBOAT KEY  
COUNTY OF SARASOTA STATE OF FLORIDA  
SEC. 17 - TWP. 28 S. - R. 10E. 18 E.



**NOTES:**

1. FOR TRUE ORIENTATION OF BUILDING LOCATION, SEE SHEET 2.
2. BLP - INDICATES BUILDING LOCATION POINT.
3. LCE - INDICATES LIMITED COMMON ELEMENTS.
4. IMPROVEMENTS WITHIN LCE'S ARE NOT ALL SHOWN
5. ALL EXTERIOR WALLS AND PARTY WALLS ARE 8".
6. DRIVEWAYS ARE LCE'S FOR THE UNITS THEY SERVE.
7. --- DENOTES UNIT BOUNDARY LINE.



**GRAPHIC UNIT DESCRIPTION  
BUILDING "F"  
SECOND FLOOR**

OFFICIAL RECORDING INSTRUMENT # 100000000