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This instrument prepared by and returned to
Chad McClenathen, Esq.
1820 Ringling Blvd.
Sarasota, FL 34241

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2013042982 59 PGS
2013 MAR 28 02:00 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
FMILLER Receipt#1603454

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2013031977 59 PGS
2013 MAR 07 11:17 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DEAGLETO Receipt#1595678



**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
ALDEA MAR, A CONDOMINIUM**



WHEREAS, the Amended Declaration of Condominium of Aldea Mar, a Condominium, was recorded in Official Records Book 764, Page 616, et seq., Public Records of Sarasota County, Florida (Declaration), and

WHEREAS, the Declaration has been amended on numerous occasions as indicated by instruments recorded in the Public Records of Sarasota County, Florida, and

WHEREAS, a significant package of amendments included in this Amended and Restated Declaration of Condominium was approved by not less than a majority of the entire membership of the Board of Directors, and

WHEREAS, not less than two-thirds of the voting interests of the entire membership of the Association approved the amendments, and this Amended and Restated Declaration, at a duly noticed and convened membership meeting held on January 15th 2013.

NOW THEREFORE, Aldea Mar Condominium Association, Inc. does hereby amend and restate the Declaration of Condominium of Aldea Mar, a Condominium for the purpose of integrating all of the provisions of the Declaration, together with previously recorded amendments, and recently adopted amendments, and does hereby resubmit the lands described herein, and all improvements thereon, to the terms, covenants, conditions, easements and restrictions hereof which shall be covenants running with the condominium property and binding on all existing and future owners, and all others having an interest in the condominium lands or occupying or using the condominium property.

1. NAME. The name by which this Condominium shall be known and identified is Aldea Mar, a Condominium.

2. SUBMISSION OF OWNERSHIP. The real property located in Sarasota County, and improvements thereon, submitted to condominium ownership and use is legally described as Parcels 1-17 inclusive in the surveys and condominium plats for Aldea Mar as recorded in Condominium Book 2, Pages 34, 34A through 34G, Condominium Book 3, Pages 5, 5A through 5E, and Condominium Book 4, Pages 9, 9A through 9D, in the Public Records of Sarasota County, Florida, copies of which are attached hereto as Exhibit A (collectively the Survey). The condominium units shall be known and numbered as set forth in the Survey.

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

3.1 Assessment shall mean a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.

3.2 Association means Aldea Mar Condominium Association, Inc., a non-profit Florida corporation, which is responsible for the operation of the Condominium, and its successors and assigns.

3.3 Association Property means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members, including the

This instrument is being rerecorded to eliminate several scrivener errors.

former leased property conveyed to the Association by deed recorded on May 11, 2001 in Official Records Instrument # 2001065714, Public Records of Sarasota County, Florida.

3.4 Board means the Board of Directors of the Association.

3.5 Common Elements shall include: (a) the portions of the Condominium Property not included in the Units; (b) tangible personal property required for the management, maintenance, repair and operation of the Common Elements; and (c) other items as stated in the Condominium Act. Reference to Common Elements include Limited Common Elements unless the context otherwise requires.

3.6 Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium and all the expenses for which Unit Owners are liable to the Association and include:

(a) Costs and expenses of administration; costs and expenses of maintenance, operation, repair or replacement of the Common Elements, and of the portions of Units to be maintained by the Association, including but not limited to:

(i) Premiums for fire and other casualty, workers compensation and other liability insurance, as provided herein.

(ii) Administrative costs of the Association, including professional fees and expenses.

(iii) Costs of water and sewage service, solar energy systems, garbage collection and trash removal, bulk communication services contracted for by the Board for the benefit of the members, and all other utilities which are not metered or charged to the individual Condominium Units. Nothing herein shall be construed to obligate the Board to enter into or continue any bulk agreement for cable television or other bulk communication service. The Board may determine to cancel such bulk agreement(s) and allow each individual to contract on their own for desired services.

(iv) Labor, materials and supplies used in conjunction with the maintenance, repair, operation and replacement of the Common Elements and any Limited Common Elements to be maintained by the Association under this Declaration.

(v) The cost of such additional land and improvements as may be purchased and added to the Condominium as Common Elements by action of not less than two-thirds of the Voting Interests of the Members.

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

(vii) Expenses of management of the Condominium.

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

(b) Expenses declared Common Expenses by provisions of this Declaration, the Articles, the Bylaws or the Condominium Act.

(c) Any valid charge against the Condominium Property as a whole.

(d) The costs and expense of maintaining, repairing and replacing all heating and air-conditioning equipment serving a particular Unit (whether such equipment is located inside or

outside of the Unit) shall not be a common expense but shall be the individual expense of the Owner of the Unit being served by such equipment as such equipment is a Limited Common Element.

3.7 Common Surplus means the excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, assessments, rents, and revenues on account of the Common Elements, over the Common Expenses.

3.8 Condominium means all of the Condominium Property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

3.9 Condominium Act means Chapter 718, Fla. Stat., as amended from time to time, is incorporated herein by reference, and all provisions thereof shall apply to this condominium to the extent that said statute is not inconsistent with the provisions contained in this Declaration or its exhibits.

3.10 Condominium Documents means this Declaration, the Survey, the Articles of Incorporation and Bylaws of the Association, and the Association rules and regulations, as amended from time to time.

3.11 Condominium Parcel means a Unit together with appurtenances.

3.12 Declaration or Declaration of Condominium shall mean this instrument as it may be amended from time to time.

3.13 Governing Documents means this Declaration, the Articles of Incorporation, the Bylaws and duly adopted rules and regulations of the Association.

3.14 Guest means any person (other than the Unit Owner and his or her family) who is physically present in, or occupies a Unit on a temporary basis not to exceed thirty (30) days at the invitation of the Unit Owner or other permitted occupant, without the payment of consideration.

3.15 Limited Common Elements means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units including, but not limited to, the heating and air-conditioning equipment, carports and parking spaces as assigned to Unit Owners for their exclusive use.

3.16 Member or Member of Association means and refers to any person, natural, or non-natural, who is a Unit Owner.

3.17 Occupant means a person or persons in lawful possession of a Unit including, where the context permits or requires, the Owner or Owners thereof.

3.18 Single Family Residential use shall mean occupancy by a single housekeeping unit composed of one (1) person; two (2) people no matter whether related; or three (3) or more persons, all of whom are related to each other by blood, marriage, legal adoption, or acting as guardian, legal custodian, or legal designee of a parent for a minor child residing within the Unit, provided however it is permissible for not more than one person to be not so related, it being the intention of this provision to prohibit occupancy of a Unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing Laws.

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

3.20 Special Assessment means any assessment levied against Unit Owners other than the assessment required by the annual budget.

3.21 Unit means a part of the Condominium Property which is to be subject to exclusive ownership. When used in a conveyance of a Unit, and elsewhere when the context permits, the word Unit shall include the appurtenances thereto which are elsewhere described.

3.22 Unit Owner or Owner of a Unit means the owner of a Condominium Parcel.

3.23 Utility Services. As used in the Condominium Act and as construed with reference to this Condominium and as used in the Declaration, Articles and Bylaws, utility services shall include, but not be limited to, electric power, gas, cable television services or communication facilities or services that may be contracted for the Members in bulk, hot and cold water, heating, refrigeration, air-conditioning, and garbage, trash and sewage disposal, and solar energy system.

3.24 Voting Interest means the voting rights distributed to the Members of the Association pursuant to this Declaration.

4. UNITS. The Units of the Condominium are more particularly described in the Survey and the rights of their Owners established as hereinafter provided.

4.1 Number of Units. There are a total of 128 residential units in the Condominium.

4.2 Appurtenance to Units. The Owner of each Unit shall own a share and certain interests in the Condominium Property, which share and interest are an appurtenance to his or her Unit, including but not limited to the following items that are appurtenant to the Units as indicated:

(a) Common Elements and Common Surplus. The undivided shares in the land and other Common Elements and in the Common Surplus shall be 1/128th.

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

4.3 Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, such share being 1/128th.

5. COMMON ELEMENTS. The Common Elements of the Condominium include the land and all other parts of the Condominium Property not within the Units and include, but are not limited to the following items:

5.1 All utility areas and installations of all utility services which are available to more than one Unit or the common elements.

5.2 All planting areas and planters (outside of Units), lawns, trees, grass and shrubs.

5.3 All driveways, sidewalks, stairways, hallways and other means of ingress and egress to the Unit.

5.4 All recreational facilities.

5.5 All mechanical equipment outside the respective Units, but not the heating and air-conditioning equipment serving each Unit.

5.6 All electrical apparatus and wiring, plumbing pipes and apparatus, communication system, and all other ducts, conduits, cables, wires or pipe not within the Units and those within the Units but serving more than one Unit.

5.7 Limited Common Elements. The Common Elements include parking spaces and carports as assigned for the motor vehicles of the Unit Owners and lawful occupants as hereinafter set forth. To the

extent not included within the boundaries of the Units, the following areas shall be Limited Common Elements appurtenant to the units adjacent thereto, as shown on the Survey, and shall be reserved for the exclusive use of that unit: balconies, terraces, screened terraces, entries, garden areas, screened patios, and patios.

The exclusive use of one parking space was assigned by the developer to the Owner of each Unit. An Owner receiving such an assignment and the lawful occupants of such Units shall thereafter have the exclusive right to the use of such space, which shall thereafter be appurtenant to the Unit and may be transferred and reassigned only in connection with the sale, lease or transfer of the Unit. A sale or transfer of a Unit shall automatically, without further documents being filed, transfer the exclusive right to use such space and/or carport to the new owner. Notwithstanding the foregoing, a Unit Owner may exchange use of a parking space or carport assigned to the Unit Owner with another Unit Owner and the Unit Owners deliver written notice of such exchange to the Association. Provided however, in no event may exchanges or transfers be permitted that would result in a Unit having no assigned parking space or carport, it being the intent that every Unit shall always have one assigned parking space or carport as Limited Common Elements appurtenant thereto.

5.8 The Common Elements shall be available for use by all Unit Owners without discrimination except as herein set forth. Such use will be without charge except for reasonable fees and deposits imposed by Board rule in the event an Owner is permitted to reserve the temporary exclusive use of a portion of the common elements for private purpose, or as authorized by this Declaration.

6. EASEMENTS.

6.1 Owners of Units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their Units over stairs, terraces, balconies, walks and other Common Elements.

6.2 All Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachment no longer exists.

7. AMENDMENTS OF DECLARATION. Except as otherwise specifically provided herein, this Declaration of Condominium may be amended only in the manner hereinafter set forth.

7.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered provided however, the foregoing requirement shall not be construed to prevent Unit Owners from waiving notice of the meetings or from acting by written agreement without meetings.

7.2 Resolution. A resolution adopting a proposed amendment may be proposed by either the Board or by at least twenty percent (20%) of the Voting Interests of the Unit Owners.

7.3 Adoption. Approval of a proposed amendment must be by not less than two-thirds of the voting interests of those members who are present in person or by proxy at a duly noticed and convened membership meeting, but in no event may an amendment be adopted without approval of at least a majority of the voting interests of all Unit Owners.

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

7.5 The written consent of mortgagees upon the Units shall be first obtained prior to any amendment to this Declaration, the Articles of Incorporation, or the Bylaws that materially affect the priority of the mortgagee's lien or the mortgagee's rights to foreclose the lien or that otherwise materially affect the rights and interests of the mortgagees, including amendments described in Sections 718.110(4)

or (8), Fla. Stat. Provided further, no amendment may permit timeshare estates or fractional ownership interests to be created in any Unit unless every Unit Owner joins in the amendment; and no amendment shall materially alter any Unit or its appurtenances, nor change the share of the Common Expenses or ownership interest in the Common Elements or Common Surplus, unless the Owner of the Units concerned shall join in the execution of the amendment.

8. ASSOCIATION. The operation of the Condominium shall be by Aldea Mar Condominium Association, Inc., which shall fulfill its functions pursuant to the provisions hereinafter set forth.

8.1 The Amended and Restated Articles of Incorporation are attached hereto as Exhibit "B".

8.2 The operation of the Association shall be governed by the Amended and Restated Bylaws attached hereto as Exhibit "C".

8.3 Membership and Voting Rights. All Unit Owners are and must be members of the Association. The owners of each Unit shall be entitled to cast one (1) vote for each Unit owned as provided in the Bylaws.

8.4 Powers. The Association shall have all of the powers and duties reasonably necessary to operate the Condominium Property as set forth in the Condominium Act, this Declaration and the Articles of Incorporation and Bylaws of the Association and as the same may be amended. It shall also have the power, upon approval of not less than two-thirds of the Voting Interests of all Members, to acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interest in real and personal property, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of Unit Owners and to declare the expenses of rental, membership fees, operations, replacements and other undertaking in connection therewith to be Common Expenses and may make such covenants and restrictions respecting the use of the facilities not inconsistent with the Condominium Act as may be desired. The Association shall also have the power to contract for the management of the Condominium and to delegate to the contractor all of the powers and duties of the Association except such as are specifically required by this Declaration, the Bylaws or the Condominium Act to have the approval of the Board of Directors or the membership of the Association.

8.5 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for the injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained by the Association, or caused by the elements or other owners or persons. The Association shall only be liable for injury or damage if the negligence of the Association was the proximate cause of the injury or damage, the intent of this provision is to impose an obligation upon the Association consistent with the law comparable to the obligation imposed on the Unit Owners under Section 13.2 of this Declaration.

8.6 Restraint Upon Assignment of Shares and Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, encumbered or transferred in any manner, except as an appurtenance to his Unit.

8.7 Approval or Disapproval of Matters. Whenever a decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner in an Association meeting, unless the joinder of all record owners is specifically required by this Declaration, the Articles of Incorporation, the Bylaws or the Condominium Act.

9. COMMON EXPENSES; LIABILITIES; LIENS AND PRIORITIES; INTEREST AND COLLECTION. A Unit Owner, regardless of how title is acquired, shall be liable for the Unit's share of all Common Expenses coming due while he or she is the Owner of the Unit. In a voluntary conveyance, the grantor shall be jointly and severally liable with the grantee for the Unit's share of unpaid common expenses up to the time of such voluntary conveyance. Assessments collected by or on behalf of the Association become

the property of the Association; no Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to a Unit.

9.1 The Board shall approve an annual budget in advance for each fiscal year, which budget shall project anticipated income and estimated Common Expenses.

9.2 The estimated Common Expenses shall be assessed against each Unit equally in accordance with Section 4.3. Assessments shall be due quarterly on the first day of January, April, July and October. In addition, the Board has the power to levy equal Special Assessments against each Unit if a deficit should develop in the treasury for the payment of Common Expenses and as otherwise provided in the Bylaws.

9.3 The liability for Common Expenses may not be avoided by waiver of the use or enjoyment of any Common Elements, or by abandonment of the Unit.

9.4 A Unit's share of the Common Expenses and installments thereon, not paid within ten (10) days of due date, shall bear interest from the date when due until paid at the highest rate allowed by law. The Association may impose a late payment fee, in addition to interest, as allowed by law. All payments on account shall be first applied to interest, then to late fees, then to attorney fees and costs, if any, then to the assessment payment then due. All interest and late payment fees collected shall be credited to the general expense account. No payment by check is deemed received until the check has cleared.

9.5 Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a Condominium Parcel as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the mortgagee shall not be liable for the share of Common Expense or assessments attributable to the Condominium Parcel, or chargeable to the former Owner of the Unit, which came due prior to the mortgagee's acquisition of title, except as provided in the Condominium Act, as it may be amended from time to time. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a Common Expense collectible from all Unit Owners, including the acquirer and his successors and assigns. No Owner or acquirer of title to a Condominium Parcel by foreclosure (or by a deed in lieu of foreclosure) may during his period of ownership, whether or not the parcel is occupied, be excused from the payment of any Assessments coming due during the period of such ownership.

9.6 The Association shall have a lien on each Condominium Parcel for the unpaid share of any Common Expenses, and interest and late payment fees thereon against the Owner of said Condominium Parcel until paid. Such lien shall also include reasonable attorney fees and costs incurred by the Association incident to the collection of such Common Expenses or enforcement of such lien. Such lien shall be executed in and recorded in the Public Records of Sarasota County, Florida, in the manner provided by law. The Association shall provide not less than 30 days written notice, via certified mail or equivalent, prior to filing of a lien for unpaid assessments. Such lien shall be subordinate to the lien of an institutional mortgagee holding a first mortgage on the unit unless the lien was recorded prior to the first mortgage. Said lien shall be effective from and after the time of recording a Claim of Lien stating the description of the Unit, the name of the record Owner thereof, the amount due and the date when due, in the Public Records of Sarasota County, Florida, and said lien shall continue in effect until all sums secured by the lien shall have been fully paid but in no event for a period exceeding one year, unless action has commenced in a court of proper jurisdiction. Such claims of lien shall be signed and acknowledged by an officer of the Association or by the manager of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of said lien.

9.7 Liens for the Unit share of Common Expenses may be foreclosed by suit brought in the name of the Association in a like manner as a foreclosure of mortgage on real property as more fully set forth in the Condominium Act. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same.

9.8 Other Collection Remedies. To the extent provided in the Condominium Act, the Association shall have the authority to pursue other collection remedies, including but not limited to the suspension of

the use of portions of the Condominium Property, the suspension of voting rights, and recovery of assessments and other unpaid financial obligations from any tenant in a Unit owned by a delinquent Unit Owner.

9.9 Certificate of Assessments: Within fifteen (15) days after request by a unit owner, unit purchaser or mortgagee, the Association shall provide a certificate stating whether all assessments and other monies owed to the Association by the unit owner with respect to the condominium unit have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby. The Association may charge a reasonable fee for the preparation of the certificate, which fee must be stated in the certificate. The authority for the fee must be established in written resolution adopted by Board or in a written management contract.

10. MAINTENANCE, ALTERATION AND IMPROVEMENT. The responsibility for the maintenance of the Condominium Property and restriction upon the alteration and improvement thereof shall be as hereinafter provided. The Association will take into consideration the issue of environmental protection and impact on our property and the Gulf for all projects.

10.1 By the Association. The Association shall maintain, repair and replace at the Association's expense all Common Elements, and certain other portions of the Condominium Property, as follows:

(a) Electrical wiring up to the circuit breaker panel in each Unit or adjacent Limited Common Element.

(b) Water pipes up to where the pipe enters the inside of the individual Unit.

(c) When two or more condensate lines join together, the Association shall be responsible for the maintenance of the lines.

(d) Sewer lines up to the point where they penetrate the inside of the wall or floor of the Unit.

(e) All portions of a Unit, except interior surfaces, contributing to the support of the building, which portions shall include, but not be limited to (i) outside walls of buildings, including drywall, wood, or paneling thereon, but excluding the paint or other interior finished surfaces; (ii) roofs; (iii) floor and ceiling joists and slabs (iv) ceiling drywall, wood or paneling, but excluding the paint or other interior finished surfaces, and (v) load-bearing columns and load-bearing walls, but excluding the drywall on interior or partition walls;

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

(g) All exterior building walls, including painting, waterproofing, and caulking.

(h) Window frames, including caulking of the window glass to the frame, and the caulking of the frame to the exterior building wall.

(i) Railings and knee walls on balconies or terraces.

(j) Exterior doors, outside windows, gutters and downspouts and exterior hardware; and

(k) All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a Common Expense, except the Association shall not be

responsible for the damage to any alteration or addition to the Unit, Common Elements or Limited Common Elements made by a Unit Owner or his predecessor in title.

10.2 Access. The Association shall have the 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, or other Condominium Property to be maintained by the Association, and may access each Unit at any time for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the Common Elements or to another Unit. Prior notice shall be provided to the Unit Owner or tenant before entry into the Unit if circumstances permit. In the event of an entry into a Unit without prior notice, the Association shall provide notice of the entry to the Unit Owner to explain the entry. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. Where access is necessary, no one person alone shall enter a Unit. A log of all entries will be maintained. The Association may retain a pass-key to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides a key to the Association. If the Association is not given a key, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damage to his Unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his Unit caused by the non-availability of a key.

10.3 Elective Maintenance. Notwithstanding anything in the Declaration to the contrary, the Association, by action of its Board, may assume some of the maintenance responsibilities of the Unit Owners for portions of the Units or Limited Common Elements provided the Board adopts a resolution setting forth the basis on which the Board has determined that the best interests of the community will be served by the Association assuming the maintenance rather than the Unit Owner and votes to assume such maintenance at a duly noticed and convened meeting. The resolution shall be included as part of the Association records and all expenses incurred by the Association in performing these assumed maintenance duties shall not be Common Expenses but shall be billed to the Owner(s) of the affected Units based on the cost incurred by the Association for the work on each Unit and its Limited Common Elements, which shall be collectible by the Association in the same manner as provided in this Declaration for the collection of Assessments. Any resolution adopted in accordance with this paragraph may be subsequently changed, rescinded or modified by action of the Board.

10.4 Pest Control. The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. A Unit Owner has the option to decline such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the Unit Owner thereof must either permit the Association's pest control company to enter the Unit or must employ a licensed pest control company to enter the Unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control service provided by the Association is part of the Common Expenses, the election of an Unit Owner not to use such service shall not reduce the Unit Owner's Assessments.

10.5 Damages. The Association shall not be liable for damage to a unit or personal property, or for injury to persons, unless the Association intentionally caused the damage or was negligent in the performance of a maintenance responsibility under this Declaration. Similarly, a unit owner shall not be liable for damage to another unit, common elements, or personal property, or for injury to persons, unless the unit owner intentionally caused the damage or was negligent in the performance of a maintenance responsibility under this Declaration.

10.6 Additional Board Authority. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority after a casualty:

(a) To declare any portion of the Condominium Property or Association Property unavailable for occupation by Occupants after a casualty, including during the rebuilding process. Such decision by the Board shall be made only if necessary to protect the health, safety, or welfare of the

Association, Owners, tenants, or guests, and must be supported by a written statement from a governmental official, engineer, architect, or other expert in the field as soon as reasonably practicable after the casualty.

(b) To mitigate damage and take action to prevent the spread of fungus (mold, mildew, etc.) including the right to remove wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items), and to remove personal property from the Unit and store at an offsite location, with Owners responsible for reimbursing the Association for expenses for which the Owner is responsible.

(c) To contract on behalf of Unit Owners with said Owners responsible to reimburse the Association for items for which the Unit Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units.

(d) To implement a disaster plan prior to, during or after an impending casualty including, but not limited to, shutting down electricity, security systems, and air conditioners.

(e) To use reserve funds to meet Association needs, and use reserve funds as collateral for Association loans.

(f) To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

(g) To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property.

10.7 By the Unit Owner. The responsibility of the Unit Owner shall be to maintain, repair and replace, at Owner expense, all portions of the Unit except the portions to be maintained, repaired and replaced by the Association, and the following portions of the Limited Common Elements appurtenant to the Unit, including;

(a) Interior door and window treatments, and door bell.

(b) The electrical, mechanical and plumbing fixtures, switches, valves, shut-off valve, drains, outlets, and connections located partially or entirely within the Unit or adjacent Limited Common Elements and serving only the unit.

(c) The circuit breaker panel and all electrical wiring into the unit from the panel.

(d) Appliances, including hot water heaters, refrigerators, dishwashers, ceiling fans, water filters, disposals, and other appliances.

(e) Cabinets and countertops.

(f) Smoke alarms, and security devices.

(g) Interior finished surfaces of all walls, floors and ceilings and all other portions of his or her Unit.

(h) All air-conditioning and heating equipment serving the Unit, no matter where located;

(i) All screens, exterior screen doors and exterior screen door hardware;

(j) The Unit Owner who has the right of exclusive use of any adjacent limited common element area, such as balconies, terraces, screened terraces, entries, garden areas, screened

patios, and patios, shall be responsible for the day-to-day cleaning and care of the walls, floor and ceiling of said areas. The Association shall be responsible for the maintenance, repair and replacement of any structural portion thereof, any portion exposed to weather elements, railings and the exterior walls.

10.8 In an effort to prevent the accumulation of excess moisture, mold, water leaks, and resulting damage, Unit Owner responsibilities include the following:

(a) The responsibility to immediately report any water accumulation, leak or intrusion, from any source whatsoever, to the Association, and if the water accumulation or leak is from within the Unit, to immediately terminate the water flow to the Unit by closing the unit water shut-off valve.

(b) To operate the HVAC system in accordance with rules enacted by the Board, which may include minimum hours of operation during humid periods with a minimum thermostat setting, and to keep ducts cleaned and inspected.

(c) To routinely inspect and to replace the hot water heater before the expiration of its useful life. Unit Owner is responsible for all damage resulting from hot water heater failure.

(d) To install and maintain a float switch in the Unit air handler. The Unit Owner is responsible to maintain and keep the condensate line clear, except when two or more condensate lines join together, the Association is responsible for maintenance.

(e) If a Unit Owner plans to relocate an existing washer or dryer or install a washer or dryer where there was none before, the Unit Owner is required to obtain prior written consent from the Board, install and use non-rubber metal hoses required by Board rule, and use licensed contractors for all electrical, plumbing and duct work. All dryers must have a vent to the outside of the building, installed per local building codes. The Association shall be responsible for cutting the penetration through the exterior wall and the installation of an external dryer vent with flapper. The Unit Owner shall be responsible for the connection of the dryer vent line from the dryer to the vent. The Unit Owner shall be responsible for the maintenance of the vent.

10.9 Additions, Alterations or Improvements by Unit Owners. The following restrictions shall apply to additions, alterations and improvements by Unit Owners:

(a) No Unit Owner shall make any additions, alterations or improvements in or to the Common Elements, or to any Limited Common Element, including, but not limited to, the installation of solar collectors, skylights, modifications to exterior lighting, screen doors, awnings, or the installation of carpeting or other exterior floor surfaces, without the prior written consent of the Board.

(b) No Unit Owner shall paint or otherwise decorate or change the appearance or architecture of all or any portion of the exterior of the building, the Unit or the Limited Common Elements or Common Elements, or modify or alter the structure of the building, without the prior written consent of the Board, except as may be otherwise expressly provided.

(c) Flooring. All Units above the ground floor shall always have the floors, except the balcony, covered with a finished floor material installed over high quality padding or a sound absorbent underlayment as per manufacturer's recommendations of such kind and quality as to substantially reduce the transmission of noise to adjoining Units. A Unit Owner must obtain written approval of the Board. If the installation is made without prior approval of the Board, the Association may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all or part of such hard-surface flooring with carpeting or area rugs, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner. Notwithstanding the foregoing, hard surface floor installations installed prior to the effective date of this amendment shall be grandfathered and do not require Association approval, provided that area rugs or

carpeting may be required if the Association determines that there is unreasonable noise or disturbance caused by the hard surfaced flooring until the present flooring is replaced. At that time, sound absorbent underlayment shall be required.

(d) An Association may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.

(e) The Board shall have the obligation to answer any written request by a Unit Owner for approval of such additions, alterations, or improvements within thirty (30) days after such request and all additional information requested by the Board is received and the failure to so answer within the stipulated time shall constitute the Board's consent, provided that during such period, the Board shall have the right, with cause, to reject any such request, and the failure of the Association to respond, and the implied consent resulting therefrom, shall not authorize any act that is otherwise expressly prohibited by the terms of this Declaration.

(f) The proposed additions, alterations and improvements by the Unit Owner shall be made in compliance with all laws, rules, ordinances and regulation of all governmental authorities having jurisdiction and with any conditions imposed by the Board with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

(g) Once approved by the Board, such approval may not be revoked thereafter.

(h) A Unit Owner making or causing to be made any such additions, alteration or improvements agrees, and shall be deemed to have agreed, for such Unit Owner, and heirs, personal representatives, successors and assigns, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and such Unit Owner shall be solely responsible for the maintenance, repair, replacement and insurance thereof from and after that date of installation or construction thereof as may be required by the Association, including but not limited to the costs of removing and replacing or reinstalling such modifications if removal by the Association becomes necessary in order to permit the Association to maintain, repair, replace, or protect other portions of the Condominium Property.

(i) If the Unit Owner fails to construct the addition, alteration or improvement in the manner approved, the Unit Owner shall be obligated to make all corrections necessary and if such Unit Owner fails to do so the Association, upon notice to the Unit Owner, may make such corrections and demand payment from such Unit Owner for all the cost of such correction and to seek collection therefrom upon nonpayment.

(j) Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or Common Elements, such Unit Owner shall be deemed to have warranted to the Association and its members that the contractor(s) are properly licensed and fully insured, and that the Unit Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

(k) The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board.

10.10 Hurricane Shutters. Notwithstanding any provisions set forth hereinabove to the contrary, the Board shall adopt and approve hurricane shutter specifications that must comply with the applicable code provisions of the City of Venice and/or Sarasota County, and shall include a style and color of hurricane shutter to be used as a standard hurricane shutter at the Condominium. A Unit Owner may install an approved shutter after notification to the Board provided the hurricane shutter and all attachments and equipment conform in all respects to the approved hurricane shutter plans and specifications. No hurricane shutter except the standard color and style adopted by the Board shall be permitted.

10.11 Alteration and Improvements of Common Elements or Association Property. There shall be no alteration or further improvement of Common Elements or the real property owned by the Association without prior approval of 66 2/3% of the voting interests of the Unit Owners, except that membership approval is not required for (1) work necessary to protect, maintain, repair, or replace the Common Elements or Association Property, even if the work would otherwise constitute a material alteration or substantial addition to the common elements; (2) the installation and use of energy efficient devices in Common Elements or Association Property for the benefit of all unit owners; or (3) for alterations or improvements in the Common Elements, or Association Property, where the expense to the Association is equal to or less than fifteen (15%) percent of the annual overall operating budget of the Association, including reserves, in the aggregate in any calendar year.

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

11.1 Single Family Residences. Except as otherwise provided herein, each of the Units shall be occupied only by a single family as its residence.

11.2 No business or trade shall be permitted to be conducted in a Unit, or anywhere else on the Condominium Property, except as follows:

(a) The Association is excluded from the general prohibition on the conduct of business given its duties and responsibilities under the Condominium Documents, and applicable law.

(b) Unit Owners and tenants may conduct limited professional or business activities incidental to the primary use of the Unit as a residence, if confined solely within their Unit, but only if the activity is in compliance with home occupation ordinances and regulations in the City of Venice and Sarasota County, and the activity cannot be seen, heard or smelled by other residents of the Condominium, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the Condominium, nor shall any activities be permitted that would increase the insurance risk of other Owners, or the Association, or constitute a dangerous activity.

11.3 Nuisances. No nuisances shall be allowed upon the Condominium Property which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. Unit owners shall not permit or suffer anything to be done or kept in a Unit which will increase the insurance rates on the unit or the Common Elements.

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

11.5 Subdivision of Units. No Unit may be divided or subdivided into a smaller Unit.

11.6 Leasing. No Unit Owner may lease his or her Unit for a term of less than 30 days, or one calendar month, whichever is less. No rooms may be rented. Subleasing is prohibited, and no transient or daily tenants accommodated. Entire Units only may be rented, provided the occupancy is only by the Lessee and/or his or her family, and his guests. No Lessee shall cause the unit to be occupied on a continuous basis by occupants other than those named on the Lease Agreement. In any event, no Unit shall be occupied by more than two (2) additional persons other than those which are named on the Lease Agreement.

11.7 Signs. No signs of any type shall be displayed anywhere on the Condominium Property without the written consent of the Board. The Board may adopt regulations to permit certain uniform name plaques or security signs.

11.8 Television and Other Outdoor Antennae. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any person other than the Association. Certain television, satellite, or other antenna systems may be erected or installed within a Unit or a Limited Common Element subject to compliance with the following requirements:

(a) Permitted antennas include (collectively hereinafter referred to as "antennas"):

(1) Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.

(2) Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

(b) Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. The Board may promulgate rules and policies on suitable locations for each Unit and its appurtenances, and the method of attachment to the building to protect the structural and weatherproofing integrity of the building.

(c) Safety Requirements. To safeguard the safety of the Unit Owner and Occupants in the Condominium, it shall be the obligation of the Unit Owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.

(d) Proviso. It is the intent of this provision to comply with the Telecommunications Act of 1996. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance or use; unreasonably increase the cost of antenna installation, maintenance or use; or preclude reception of acceptable quality signals. Unit owners are encouraged to seek guidance from the Association concerning these matters but do not have to receive Association approval prior to installation. However, any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

(e) The installation and use of an antennae, or the nonuse of cable television service provided by the Association, shall not excuse an Owner from the obligation to pay a pro rata share of the expense of a bulk cable television contract if part of the Common Expenses of the Association.

11.9 Clothing Lines, Etc. No clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any Unit or in or on any part of the Common Elements, except by the Association, and no clothes, rugs, draperies, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window, balcony or door.

11.10 Flags. An Owner or tenant may display one portable, removable United States flag in a respectful way, and certain armed forces service flags on designated holidays, as permitted under the Condominium Act. No other flags or pennants shall be permitted.

11.11 Electrical Apparatus. No electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television, radio or other communication reception in other Units.

11.12 Parking. The following shall regulate vehicles and parking.

(a) Except as set forth below, only non-commercial motor vehicles used for passenger transportation, and the incidental movement of personal belongings and property, may be parked at the Condominium. Permitted vehicles shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback or convertible, and shall also include station wagons, mini-vans, full-size vans equipped with windows all around the vehicle and passenger seats to accommodate not less than four (4) and not more than nine (9) people, sport utility vehicles, non-dually pick-up trucks, and motorcycles of less than 150cc.

All other motor vehicles, including but not limited to: (1) commercial vehicles (any vehicle used in a trade or business and having visible advertising or promotional symbols or information, exposed materials, or equipment provided however that the term commercial vehicle shall not include any otherwise permitted vehicle containing only a small-sized business name); (2) trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and cargo vans. Non-dually pick-up trucks are permitted if not classified as a commercial vehicle as provided herein) (3) boats; (4) campers; (5) motorcycles greater than 150cc; (6) recreational vehicles (vehicles having either kitchen or bathroom facilities); (7) trailers; (8) motor homes; (9) mobile homes; and any and all other vehicles other than the permitted vehicles described in the preceding paragraph, shall be prohibited.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (i) service vehicles may be temporarily parked at the Condominium during the time they are actually servicing a Unit, but in no event overnight; and (ii) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles, may be temporarily parked at the Condominium when they are being actively loaded or unloaded.

(b) Given the number of parking spaces available at the Condominium, except as provided in the following paragraph, there is a limit of one motor vehicle per Unit, which vehicle must be parked in the assigned parking space. No Unit Owner, or any other Unit Occupant, may maintain a second vehicle at the Condominium. The use of all guest parking spaces is subject to further regulation by the Board. A Unit Owner must have the written permission to use another's parking space.

Depending on the choice of transportation (e. g. the motor vehicle and a qualified scooter), and the size and location of the parking space assigned to a unit, it may be possible for some unit owners to park multiple vehicles within their assigned parking space, which shall be permissible provided that the vehicles do not impede traffic or extend past the boundaries of an assigned parking space. Additionally some Unit Owners may have space available by their Unit to allow parking of additional vehicles on a temporary basis (guest or visitor parking). The Board shall have authority, in its business judgment, to determine if the parking of multiple vehicles can be accomplished by an owner or tenant in accordance with this exception.

No motor vehicle, trailer, boat or any other property of any nature whatsoever that is regulated by these provisions may be parked or stored on a lawn or unpaved area.

(c) The Board of the Association shall have the authority to prohibit any vehicle that would otherwise be permitted under this provision, if the Board determines, in the exercise of its business judgment, that the vehicle constitutes a safety hazard, is unsightly, or is excessively noisy. The opinion of the Board of Directors shall be binding upon the parties unless wholly unreasonable. A written opinion rendered by legal counsel that a position adopted by the Board of Directors is not unreasonable shall conclusively establish the validity of such position. All motor vehicles must be operable and must have a current license tag. No repairs or maintenance of vehicles is permitted, except for minor emergency repairs, such as changing a flat tire or replacing or charging a defective battery.

(d) The Board is authorized to adopt special rules pertaining to electric vehicles, including but not limited to, rules to regulate charging, electrical usage, and health and safety issues. The rules may require owners of electric cars to install and use, at owner expense, charging stations, a separate electric meter with electricity to be borne by the owner of the electric car, and measures to ensure cords and fumes are not a health or safety hazard. The Board may elect to install a central charging station and require users of electric cars to use that charging station and pay for their share of the cost of installation, maintenance, repair and electrical and other operating expenses. Alterations or improvements to Common Elements or Association Property installed by the Association or Unit Owners pursuant to Board rules shall not require membership approval and shall be left to the reasonable exercise of the Board's business judgment.

11.13 Regulations. Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board, provided such rules and regulations are of uniform application. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium 30 days prior to the effective date of changes and subsequently upon by-request.

11.14 Guests. All Guests and other occupants of a Unit shall comply with the Condominium Documents. Any guest, tenant or occupant who violates the Condominium Documents may, at the discretion of the Board, be required to leave the Condominium Property, and the Owner of such Unit being occupied by such Guest, tenant or occupant shall be held responsible for any damage to the Common Elements committed by such Guest, tenant or occupant, and shall see that such guest, tenant or occupant complies with the Condominium Documents. No Unit shall be occupied by relatives, tenants or Guests while the Unit Owner is not in residence without written notification to the Association from the Unit Owner prior to such occupancy. The Board shall promulgate reasonable rules and regulations to accomplish such notification procedure.

11.15 Pets. One small dog or cat, not to exceed thirty (30) pounds, normal weight for the breed, will be allowed per Unit, subject to such rules and regulations as may be promulgated from time to time by the Board. Birds may be kept confined within a Unit (not on a balcony, terrace or patio) provided no bird may emit sounds that can be heard in other Units. In the event any pet becomes a nuisance to the other Unit Owners in the sole opinion of the Board, such animal shall be removed from the Condominium Property immediately. Pets must be walked in areas designated for pet use by the Board and must be on a hand-carried leash. Pet owners are responsible for the prompt removal and proper disposal of all excrement from all areas. Tenants, lessees and guests in a unit shall not be allowed to keep pets in a Unit.

12. NOTIFICATION OF TRANSFERS AND LEASES: In order to allow the Association to maintain a current list of unit owners and otherwise be informed of the persons lawfully occupying the units, owners of units shall comply with the following provisions.

12.1 Sales and other Transfers of Title to a Unit. Each new Unit Owner receiving a conveyance of title to a unit, or any interest therein, shall notify the Association in writing promptly after becoming a new Unit Owner, deliver to the Association a copy of the deed or other instrument of conveyance, and provide the Association with contact information, including but not limited to a mailing address, sufficient to allow the Association to provide required notices and communications to the Unit Owner.

12.2 Notification of Leases: Unit Owners are responsible for the actions of their tenants, guests and invitees. Prior to or at the time a Unit Owner leases or rents a Unit, the Owner shall notify the Association of the lease or rental, and provide the Association with contact information for the Tenants, including their name(s) and mailing address. The Association may promulgate and require use of a notification form. If requested by the Association, the Owner shall also provide the Association with a copy of the fully signed lease, which shall incorporate language that the Unit is subject to the provisions of the governing condominium documents, attach a copy of the restrictions portion of the Declaration, and applicable rules and regulations, and include a signed acknowledgement from the tenant that he or she has received the same, and will comply with the requirements of the governing documents during the course of the lease. If desired, it shall be permissible for the Unit Owner to redact from the copy of the lease delivered to the Association the amount of the rental, and any personal information set forth in the lease that might be used for the purposes of facilitating identity theft, such as driver's license numbers, social security numbers, and the like.

13. ENFORCEMENT AND COMPLIANCE. Each Unit Owner, tenant, Guest or occupant of a Unit shall be governed by and shall comply with the Governing Documents. Failure of a Unit Owner, tenant, Guest or occupant to comply therewith shall entitle the Association or other Unit Owners to the relief herein provided, in addition to the remedies provided by the Condominium Act.

13.1 Failure to Maintain. If after reasonable notice the Owner of a Unit fails to maintain the Unit or its appurtenant Limited Common Elements as required in this Declaration, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the Unit or Limited Common Element, with or without notice to or consent of the tenant or Unit Owner, to repair, replace, or maintain any item which in the business judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the Unit as authorized by this Declaration shall be charged to the Unit Owner, together with reasonable attorney's fees and other expenses of collection, if any.

13.2 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, or by that of any member of the Unit Owner's family, or Guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

13.3 Injunction. A suit may be brought to enjoin any violation.

13.4 Damages. A suit may be brought for damages.

13.5 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the Condominium Documents, or for a declaratory judgment relating to the rights of the Association or Unit Owners thereunder, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and reasonable attorneys' fees to be awarded by the court.

13.6 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, or the Condominium Documents shall not constitute a waiver of the right to do so thereafter.

14. INSURANCE. The insurance that shall be carried upon the Condominium Property, including the Units, Common Elements, and Association property shall be as follows:

14.1 Authority to Purchase Insurance. All insurance policies shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

14.2. Coverage.

(a) Property. The Association shall obtain and maintain fire, wind, general casualty, flood, and extended risk insurance coverage with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the entire Condominium, including Association property, the Common Elements, the Units, and the personal property of the Association, for the full replacement or insurable value thereof, including coverage for changes in building conditions. The Association must obtain an independent insurance appraisal on the Condominium Property, or an update of a prior appraisal, every thirty-six (36) months. The property insurance required under this provision must be based on the replacement cost of the property as determined by the appraisal. The Board, in the exercise of their business discretion, may determine to obtain the maximum flood insurance available under the National Flood Insurance Program and not obtain additional coverage that may be available through other sources. The Association shall hold the original policy of insurance, and institutional lenders shall be furnished, upon written request, mortgage endorsements covering their respective interests. The word "building", or its equivalent, in any property insurance policy issued to insure the Condominium Property does not include the following items, which must be insured by each Unit Owner: (1) personal property located within the Unit; (2) ceiling, floor and wall coverings; (3) electrical fixtures; (4) appliances; (5) water heater; (6) water filter; (7) built-in cabinets and countertops; and (8) window treatments including curtains, drapes, blinds, hardware and similar window treatment components. Each Unit Owner must obtain and maintain property insurance for the portions of the Condominium property that must be insured by the Owner, and liability insurance.

(b) Liability Insurance. The Association shall obtain and maintain public liability insurance covering all of the Common Elements and Association property and insuring the Association and the Unit Owners as their interest may appear in such amount as the Board may deem appropriate. The Board 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 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 the Owner's Unit, as the Owner may deem appropriate.

(c) Worker's Compensation. Such worker's compensation coverage as may be required by law.

(d) Other Insurance. Such other insurance as the Board may from time to time deem to be necessary, including but not limited to errors and omissions officers and directors liability insurance coverage, and insurance for the benefit of its employees.

(e) Deductible and Other Insurance Features. The Board shall establish the amount of the deductible under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment. The establishment of the deductible amount shall be based on industry standards and prevailing practices of communities similar in size and construction, available funds, and assessment authority.

14.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

14.4 Insurance Proceeds. Insurance proceeds of policies purchased by the Association covering property losses shall be paid to the Association, and all policies and endorsements thereon shall be deposited with the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold and disburse the same for the purposes stated herein.

14.5. Responsibility. If the damage includes those parts of a Unit or Limited Common Element or additions or upgrades for which the responsibility of maintenance and repair is that of the Unit Owner, then

the Unit Owner shall be responsible for the reconstruction and repair after casualty of said portion of the work, although the Association may perform the work on behalf of the Unit Owner if the damage is to an item that the Association insures when the Board deems it to be in the best interests of the Association to do so, including but not limited to, casualties where having multiple contractors may impede reconstruction efforts. When the Association is the recipient of insurance proceeds, such as in cases where a portion of the building is insured by the Association, but is the repair responsibility of the unit owner, the Association may condition the disbursement of insurance proceeds on approval of repair methods, the qualifications of the proposed contractor, the contract to be used, reasonable verification of appropriate steps to ensure that the work is done, and that the contractor is paid for the performance of said work. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

14.6 Deductible. The deductible shall be paid by the party responsible for obtaining and maintaining insurance on the item damaged. For example, damage to drywall on an interior partition wall within a Unit not covered under the insurance policy obtained by the Association because of the application of a deductible provision under that policy shall be paid as a Common Expense of the Association notwithstanding that a Unit Owner may otherwise be responsible for the maintenance of that drywall under this Declaration. Damages to items that must be insured by a Unit Owner that are not covered by insurance obtained by that Unit Owner shall be the responsibility of the Unit Owner. The provisions hereof pertaining to responsibility to insurance shall not be interpreted to modify the party responsible for maintenance, repair, and replacement. Unit Owners shall remain responsible for maintenance and repairs to the portions of their Unit as provided elsewhere in this Declaration notwithstanding that the Association insures an item.

14.7 Exceptions. Notwithstanding other provisions of this Section 14, as set forth in the Condominium Act, the Association has the right to require an Owner to pay for reconstruction costs if the damage was caused by the intentional conduct, negligence, or failure of Owner (or Guests, family, tenants, or others acting for, by or under the Owner) to comply with the Condominium Documents, or if the casualty losses were known or should have been known to the Owner and were not timely reported to the association.

14.8. Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon any Unit and for each owner of any other interest in the Condominium property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies by the Association, and to execute and deliver releases upon the payment of such claim.

14.9 Plans and Specifications. Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original improvements, if available, or if not, then according to plans and specifications approved by the Board. If reconstruction in accordance with the original plans and specifications cannot be effectuated due to governmental regulations intervening between the time of original construction and reconstruction, then the Board shall have authority to make such modifications to the construction plans as may be necessary to comply with such changes, as determined by the Board, provided however, the Condominium shall be terminated in the manner provided in this Declaration in the event one or more units will be eliminated by virtue of the application of governmental regulations.

14.10 Estimates of Costs. Immediately after a determination is made to repair or reconstruct damage to property for which the Association has responsibility for repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost of the repair or reconstruction for which it is responsible.

14.11 Assessments. If the insurance proceeds are insufficient to defray the estimated cost of repair that is the responsibility of the Association under this Declaration, assessments shall be made against all Unit Owners in sufficient amounts to provide the necessary funds for the payment of such costs. Such assessments shall be in proportion to the Unit Owner's share of the Common Expense and need not be approved by the Unit Owners.

14.12 If the Condominium suffers substantial damage, which shall mean that more than one-half the Units in the Condominium are rendered uninhabitable, the Condominium may be terminated if two-thirds (2/3rds) of the total Voting Interests in the Condominium vote to terminate the Condominium within one hundred eighty (180) days of the casualty, which deadline may be extended an additional one hundred eighty (180) days if conditions after the casualty prevent the Association from noticing and conducting a membership meeting to vote on reconstruction or termination. Except for the consent of institutional first mortgagees, no further consent from any other person or entity shall be necessary to effectuate a termination of the Condominium after substantial damage. For purposes of this Declaration, "uninhabitable" shall mean that the Board has concluded that the Condominium Property cannot be restored to the condition (or a better condition) that existed prior to the casualty through available insurance proceeds, plus a special Assessment against each Unit Owner not to exceed 10% of the average fair market value of the Units, as determined by the Board and supported by a written statement from an engineer, architect, or other qualified expert. This calculation shall not include costs affiliated with those items the Unit Owner is obligated to repair or replace, at the Unit Owner's expense. A governmental agency's declaration or order that the Condominium Property may not be occupied due to safety concerns shall not conclusively establish that Units are uninhabitable, provided that the Units can be made safe for occupancy pursuant to the standards set forth above. In the event of a dispute as to whether or not Units are "habitable", a resolution enacted by the Board shall be binding on all parties, unless wholly arbitrary or contrary to law.

14.13 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

(a) Costs of Protecting and Preserving the Property. If a person other than the person responsible for repair and reconstruction has properly advanced funds to preserve and protect the property to prevent further damage or deterioration, the funds so advanced shall first be repaid, with interest if required.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be common surplus of the Association.

(c) Failure to Reconstruct or Repair. If it is determined in the manner provided in subsection 14.12 herein that the damage for which the proceeds are paid shall not be reconstructed or repaired and the condominium terminated, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagee(s) being payable jointly to them. The Association may make partial distributions of each Unit's share of the funds at such times and in such aggregate amounts as the Board may deem appropriate. In determining the amount of any partial distribution, the Board shall ensure that sufficient funds are retained to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the Association has collected all insurance proceeds and all proceeds from the sale, to the extent applicable, of assets of the Association and has paid all applicable Association liabilities, and other costs reasonably incurred, the Association shall make a final distribution of each Unit's share of the remaining funds held by the Association. All distributions, whether partial or final, among the Owners shall be based upon ownership percentages in Common Elements and Common Surplus as provided in Section 4 of this Declaration.

15. TERMINATION. The Condominium may be terminated as follows:

15.1 Agreement. The Condominium may be terminated at any time by written agreement of not less than eighty percent (80%) of the total Voting Interests of the Owners of the Units, and the holders of mortgage liens who will not be paid in full under the plan of termination, provided however that termination upon eighty percent (80%) vote can not be used if more than ten (10%) percent of the total Voting Interests have objected to the termination.

15.2 Economic Waste or Impossibility. The Condominium may be terminated as provided in the Condominium Act, as amended from time to time.

15.3 Partial or Total Destruction. If the condominium suffers partial or total destruction, and it is determined that the statutory conditions for economic waste or impossibility are not applicable, the condominium may be terminated as provided in Section 14 of this Declaration.

15.4 Procedure to Approve and Implement Plan of Termination. The termination of the condominium shall be handled as provided in Section 718.117, Fla. Stat.

15.5 Wind-up of Association Affairs. The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board and the officers of the Association shall continue to have the powers granted in the Condominium Documents for the purpose of winding up the affairs of the Association.

15.6 New Condominium. The termination of the Condominium does not bar creation of another condominium including all or any portion of the same property.

15.7 Provisions Survive Termination. The provisions of this Section 15 are covenants running with the land, and they shall survive the termination of the Condominium until all matters covered by these provisions have been completed. The Board shall continue to function in accordance with the Bylaws and Articles of Incorporation, and applicable law, and shall have the power to levy assessments and to pay the costs and expenses of maintaining the property until it is sold. The costs of termination, the fees, and expenses of the termination trustee, as well as post-termination costs of maintaining the property, are common expenses, the payment of which is secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law shall be superior to, and take priority over, all other liens.

16. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES.

16.1 Approvals. Written consent of the Institutional Lenders of a Unit shall be required for certain amendments to the Declaration as provided in Section 7 of this Declaration, which consent shall not be unreasonably withheld.

16.2 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or substantial damage to, or destruction of, any Unit or any part of the Common Elements, the record institutional holder of any first mortgage on an affected Unit shall be entitled to notice.

16.3 Redemption. If proceedings are instituted to foreclose any mortgage or lien on any Unit, the Association, on behalf of one or more Unit Owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the Unit at the foreclosure sale. A mortgagee shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the Unit at the foreclosure sale.

16.4 Right to Inspect Books. The Association shall make available to Institutional Lenders, upon request, current copies of the recorded Condominium Documents and the books, records and financial statements of the Association. "Available" means ready for inspection, upon written request during normal business hours, or under other reasonable circumstances. Photocopies provided at the request of the mortgagee shall be at the expense of the mortgagee.

16.5 Financial Statement. Any Institutional Lender is entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

16.6 Lender's Notices. Upon separate written request to the Association, any Institutional Lender shall be entitled to timely written notice of:

(a) Any delinquency of sixty (60) days or longer in the payment of assessments or charges owed by the Owner of any Unit on which it holds a mortgage.

(b) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(c) Any proposed action that requires the consent of the Institutional Lenders.

17. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium in accordance with the laws made and provided for the same.

18. RESTRICTIONS AND RESERVATIONS. The restrictions, reservations, covenants, conditions and easements set forth in this Declaration shall be binding upon and enure to the benefit of Members and their grantees, heirs, personal representatives, successors, assigns and any and all parties claiming by, through or under any Member.

19. INVALIDATION OF ANY RESTRICTIONS. Invalidation of any of the restrictions, reservations, conditions or easements or any provisions of the Governing Documents by judgment, court order or law, shall in no way affect any of the other provisions which shall remain in full force and effect.

The Board of Directors hereby certifies the accuracy of the recitals herein and executes this Amended and Restated Declaration of Condominium this 31st day of January, 2013.

Warren Wood
Witness signature
Warren Wood
Print name of witness
Mark Reese
Witness signature
Mark Reese
Print name of witness

Aldea Mar Condominium Association, Inc.

[Signature]
By: Tom Henry, President
[Signature]
Attest: Joyce Dwyer, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31st day of January, 2013 by Tom Henry, as President, and by Joyce Dwyer, as Secretary of Aldea Mar Condominium Association, Inc., on behalf of the Association. They are personally known to me or have produced _____ as identification. If no type of identification is indicated they are personally known to me.



JACALYN K. WOOD
MY COMMISSION # DD 869766
EXPIRES: April 20, 2013
Bonded Thru Budget Notary Services

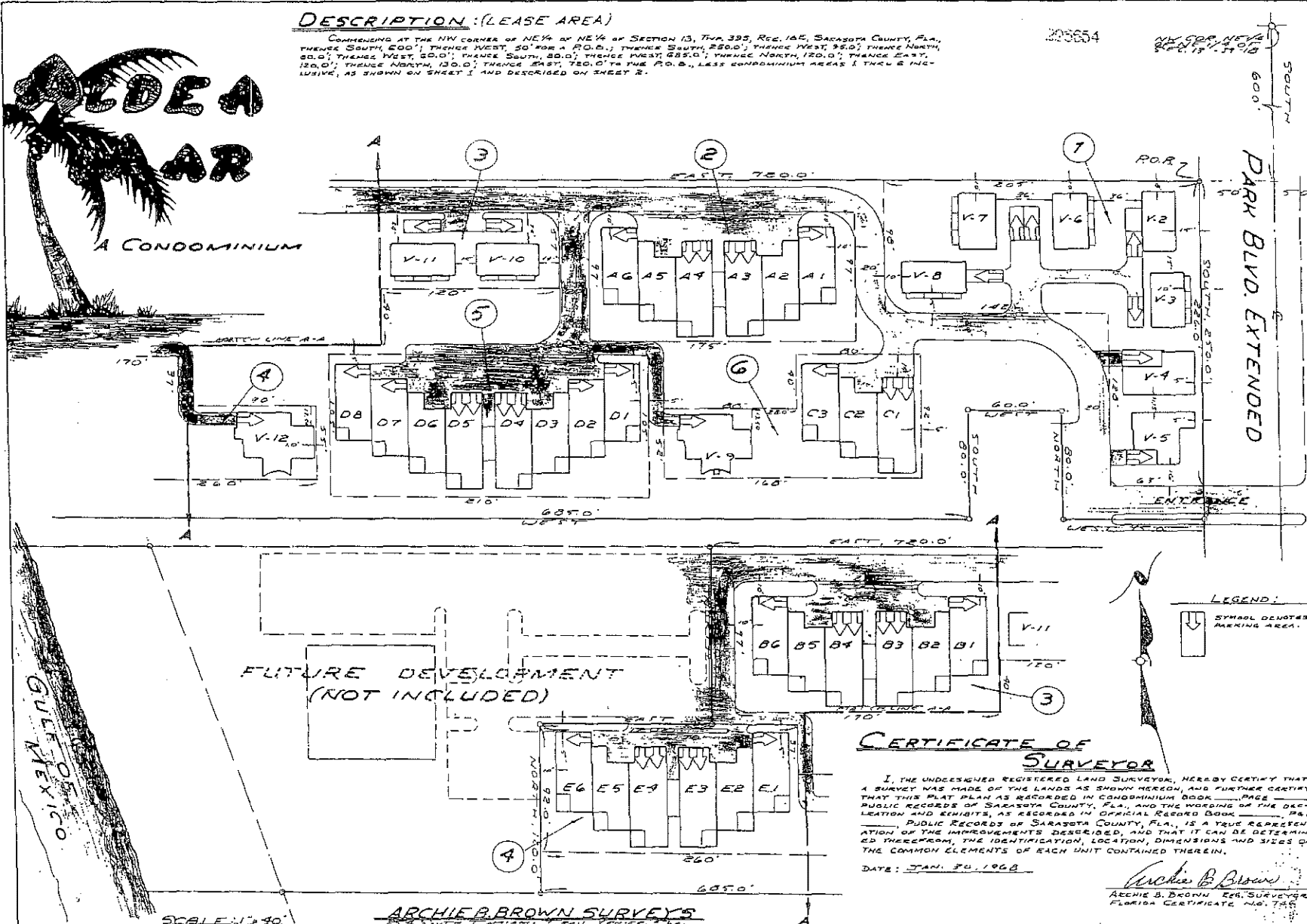
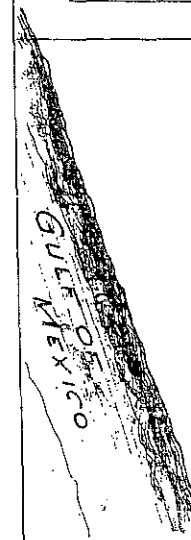
[Signature]
Notary Public

DESCRIPTION (LEASE AREA)

COMMENCING AT THE NW CORNER OF NE 1/4 OF SECTION 13, T14N 35E, R2E 14E, SARASOTA COUNTY, FLA., THENCE SOUTH, 200.0'; THENCE WEST, 30.0' TO A P.O.B.; THENCE SOUTH, 250.0'; THENCE WEST, 95.0'; THENCE NORTH, 80.0'; THENCE WEST, 60.0'; THENCE SOUTH, 80.0'; THENCE WEST, 68.0'; THENCE NORTH, 120.0'; THENCE EAST, 120.0'; THENCE NORTH, 130.0'; THENCE EAST, 720.0' TO THE P.O.B., LESS CONDOMINIUM AREAS 1 THRU 6 INCLUSIVE, AS SHOWN ON SHEET 1 AND DESCRIBED ON SHEET 2.



A CONDOMINIUM



CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT A SURVEY WAS MADE OF THE LANDS AS SHOWN HEREON, AND FURTHER CERTIFY THAT THIS PLAT PLAN AS RECORDED IN CONDOMINIUM BOOK _____ PAGE _____ PUBLIC RECORDS OF SARASOTA COUNTY, FLA., AND THE WORKING OF THE DECLARATION AND ENHANCE, AS RECORDED IN OFFICIAL RECORD BOOK _____, PUBLIC RECORDS OF SARASOTA COUNTY, FLA., IS A TRUE REPRESENTATION OF THE IMPROVEMENTS DESCRIBED, AND THAT IT CAN BE DETERMINED THEREFROM, THE IDENTIFICATION, LOCATION, DIMENSIONS AND SIZE OF THE COMMON ELEMENTS OF EACH UNIT CONTAINED THEREIN.

DATE: JAN. 30, 1968

Archie B. Brown
ARCHIE B. BROWN, REG. SURVEYOR
FLORIDA CERTIFICATE NO. 7248

ARCHIE B. BROWN SURVEYS

EXHIBIT A

SHEET NO. 1 OF 2

CONDOMINIUM AREA

Δ/α.7

COMMENCE AT THE NW CORNER OF NE 1/4
OF NE 1/4 OF SEC. 19, TWP. 39S, RGE. 18E, SARMATA
COUNTY, P.L. THENCE SOUTH 60° 15' 30" E, THENCE WEST
30° 15' 30" E, P.O.B. THENCE SOUTH 26° 15' 30" E,
WEST 63°, THENCE NORTH 12° 15' 30" E, THENCE WEST
142°, THENCE NORTH 26°, THENCE EAST 405° TO
THE P.O.B.

CONDOMINIUM AREA

No. 2

COMMENCE AT THE NW CORNER OF NE 1/4 OF THE NE 1/4 OF SEC. 13, T20N, 39E, EBE 18E, S4E40E, SOUTA COUNTY, FLA. THENCE SOUTH 85° YALUAC WEST 378' MORE A.P.O.S.; THENCE WEST 175' THENCE SOUTH 97' THENCE EAST 175' THENCE NORTH 97' TO THE P.O.S.

CONDOMINIUM AREA

Yes

COMMENCE AT THE N.W. CORNER OF NE 1/4 OF NE 1/4 OF SEC. 13, TWP. 38 S., RGE. 18 E., WASHINGTON COUNTY, "LA. PLAINS SOUTH CIG." TRACT WEST 400', MORE A P.D. IN TOWNSHIP CONTAINING TRACT WEST 200' NORTH & "SOUTH 97"; TRACT EAST 170'; TRACTED NORTH 40'; TRACT EAST 120'; TRACTED NORTH 57' TO THE P.O.D.

DEFINITION OF A LIMIT

[illegible]CONDOMINIUM AREA

✓a. 3

COMMENCE AT THE NW CORNER OF NE 1/4 OF NE 1/4 OF SEC. 13, TWP. 39 S, REG. 18 E, S44-3074 COUNTY, FLA.; THENCE SOUTH 75.0°, THENCE WEST 70.0°, TO A P.O.B.; THENCE CONTINUE WEST 170°, THENCE SOUTH 32°, THENCE EAST 86.0°, THENCE NORTH 35.0°, THENCE WEST 30°, THENCE NORTH 57.7° TO THE P.O.B.

CONDOMINIUM AREA

No. 5

CONTINUED AT THE NW CORNER OF NE 1/4 OF
NE 1/4 OF SEC. 13, TWP. 29S., EDE. 12E., BAKER COUNTY,
FLA., THENCE SOUTHWEST 73.0°; THENCE WEST
43.0°; MAKE A P.O.D.; THENCE CONTINUE WEST 210.0°;
THENCE SOUTH 105.0°; THENCE EAST 210.0°; THENCE
NORTH 105.0° TO THE P.O.D.

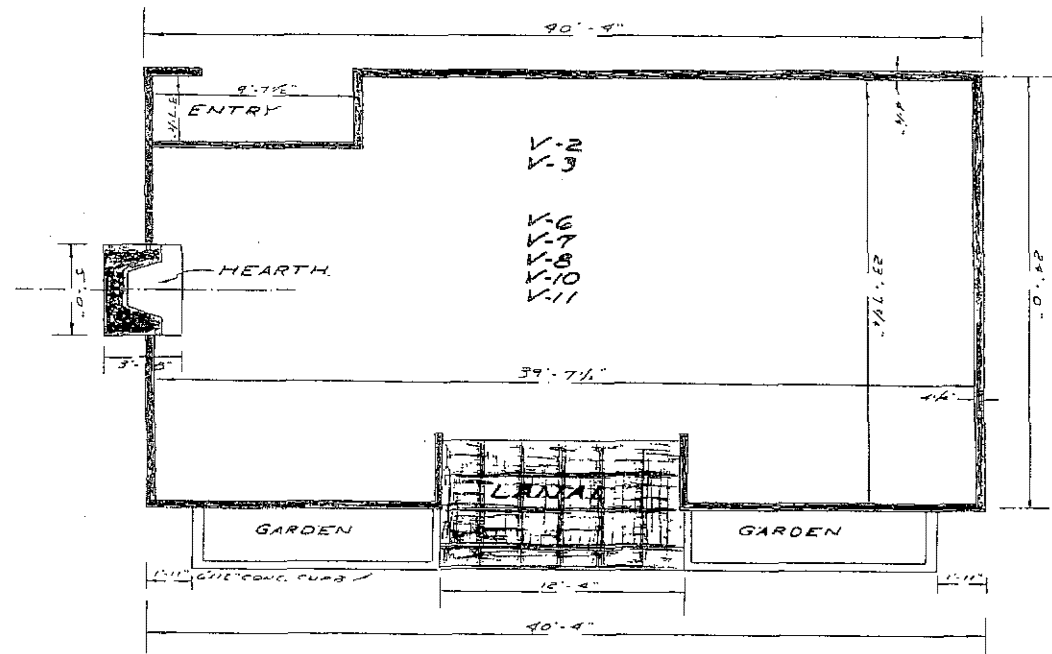
CONDOMINIUM AREA

✓

COMING AT THE NW CORNER OF ME 79 ON
ME 60 OR SEC. 13, TWP. 39, R. 10E, 2E,
COUNTY, FLA.; THENCE SOUTH 71°0', THENCE WEST
235' ALONG A R.O.B.; THENCE CONTINUE EAST 80
THENCE SOUTH 40°; THENCE WEST 65'; THENCE
SOUTH 52'; THENCE EAST 160'; THENCE NORTH
92' TO THE P.O.B.

ALDEA MAR

A CONDOMINIUM



	V-2	V-3		V-6	V-7	V-8	V-10	V-11
FLOOR ELEVATION	14.80	14.80		13.00	14.30	13.30	13.30	13.30
CEILING ELEVATION	16.00	16.00		14.00	15.30	14.30	14.30	14.30

DATUM: M.S.L.

SCALE: 1/4" = 1'-0"

ARCHIE B. BROWN SURVEYS

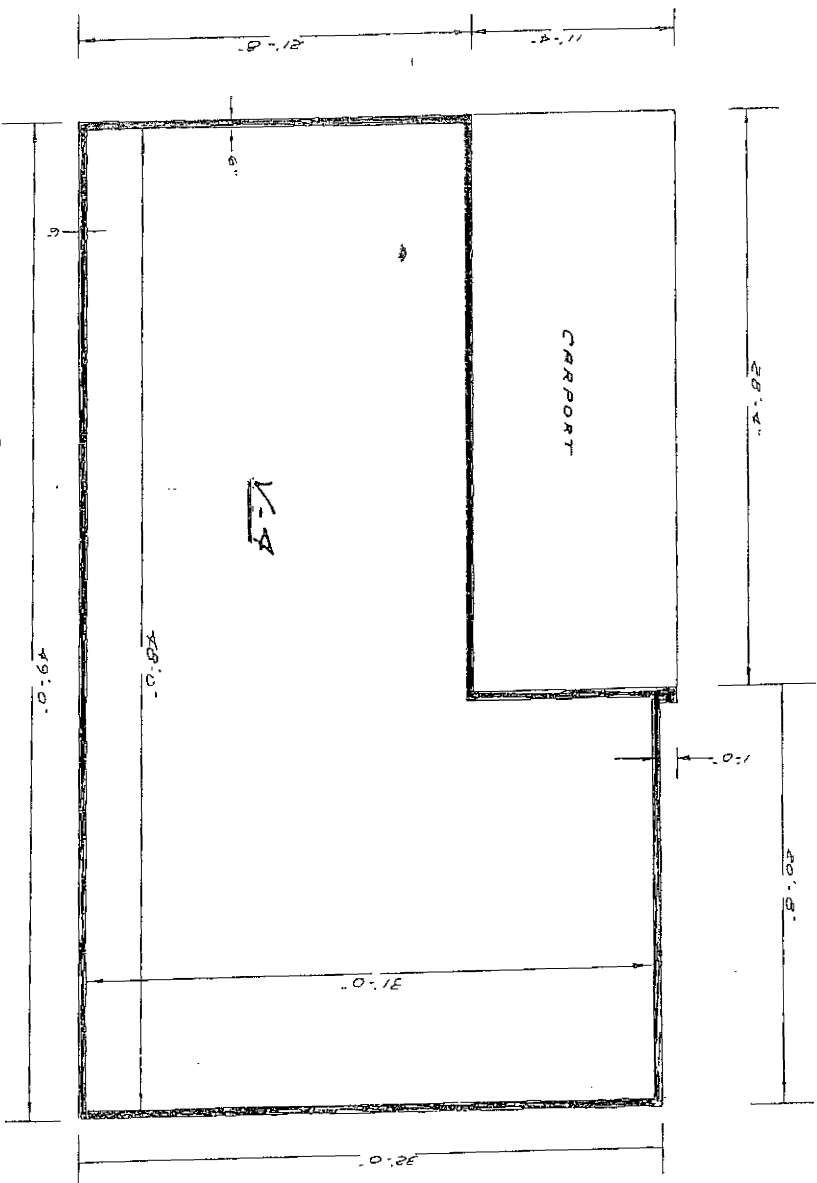
EXHIBIT A

SHEET No. 305-B

**ALDEA
MAR**

A CONDOMINIUM

FLOOR EL. 18.77'
CEILING EL. 18.85'
DATUM: M.S.L.
SCALE: 1/8" = 1'-0"



ARCHIE BROWN SURVEYS

EXHIBIT A

SHEET 4 OF 6

**AREA
MAP**

A CONDO UNIT

FLOOR EL. 14.75'
CEILING EL. 14.85'
DATUM: M.S.L.
SCALE: 1/8" = 1'-0"

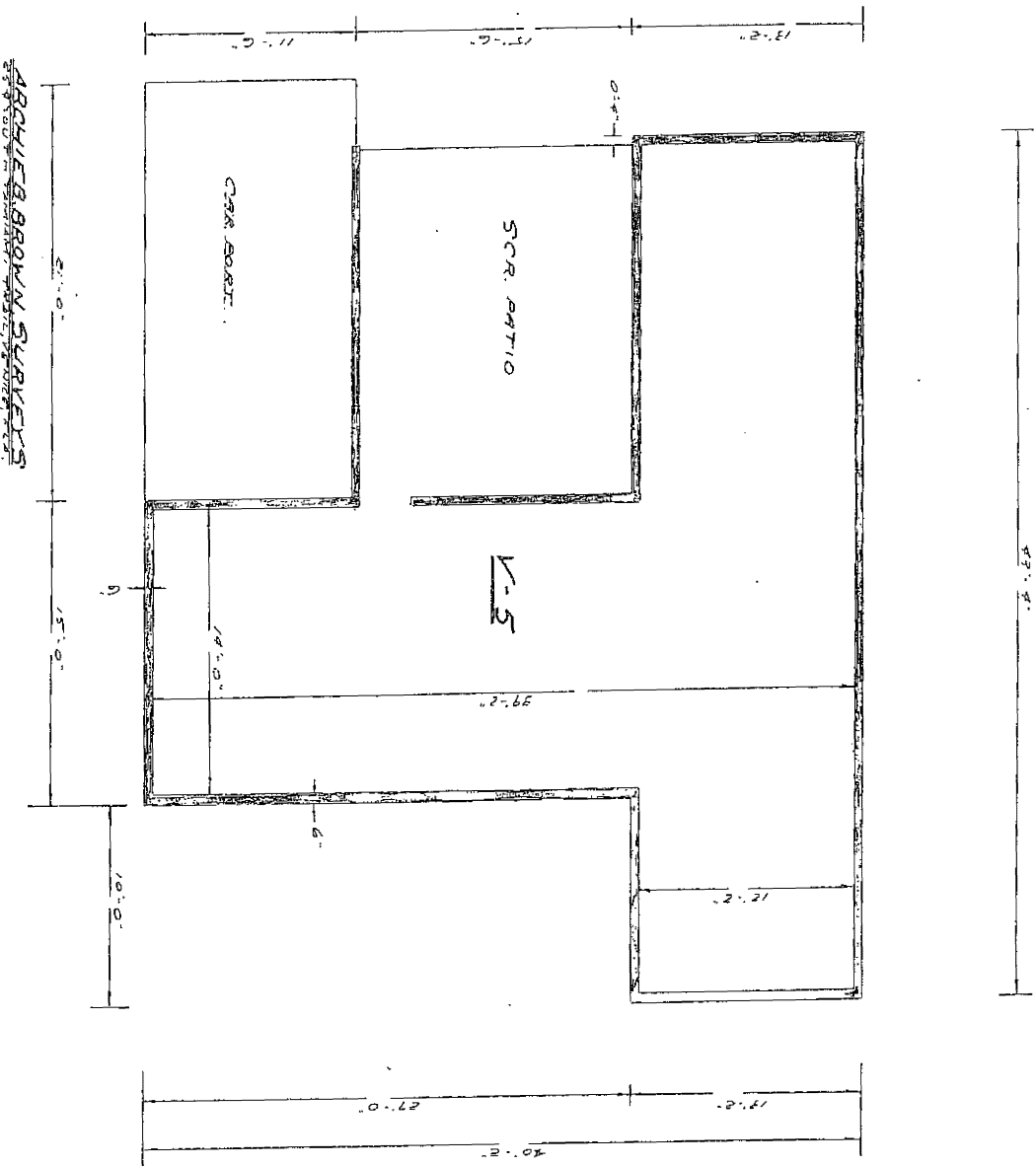


EXHIBIT A

SURVEY

ALDEA MAR

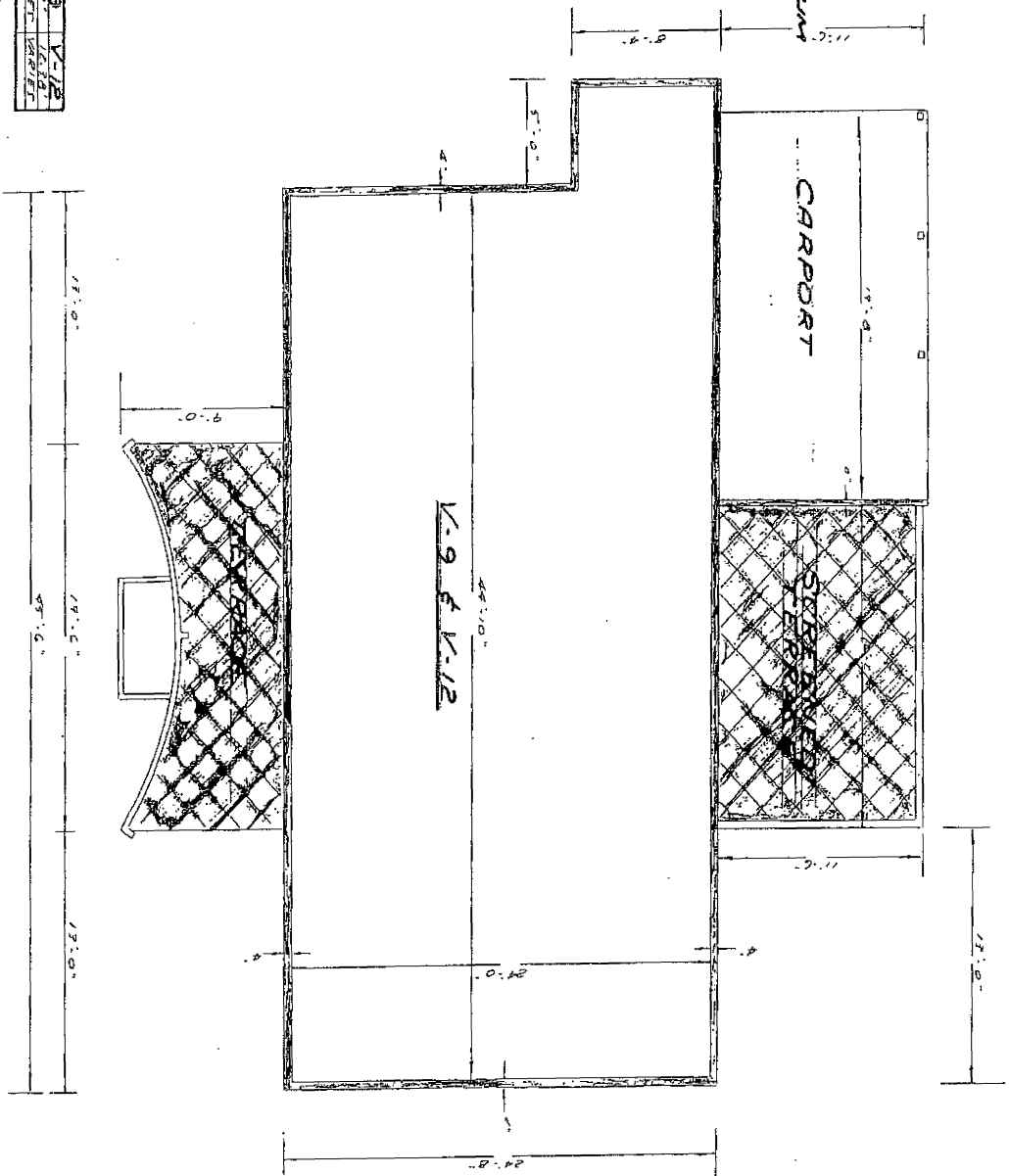
A CONDOMINIUM

FLOOR ELEVATION	V-9	V-12
CEILING ELEVATION	V-9	V-12
DATUM	M.S.L.	

SCALE 1/4" = 1'-0"

ARCHITECTURAL SURVEYS

EXHIBIT A



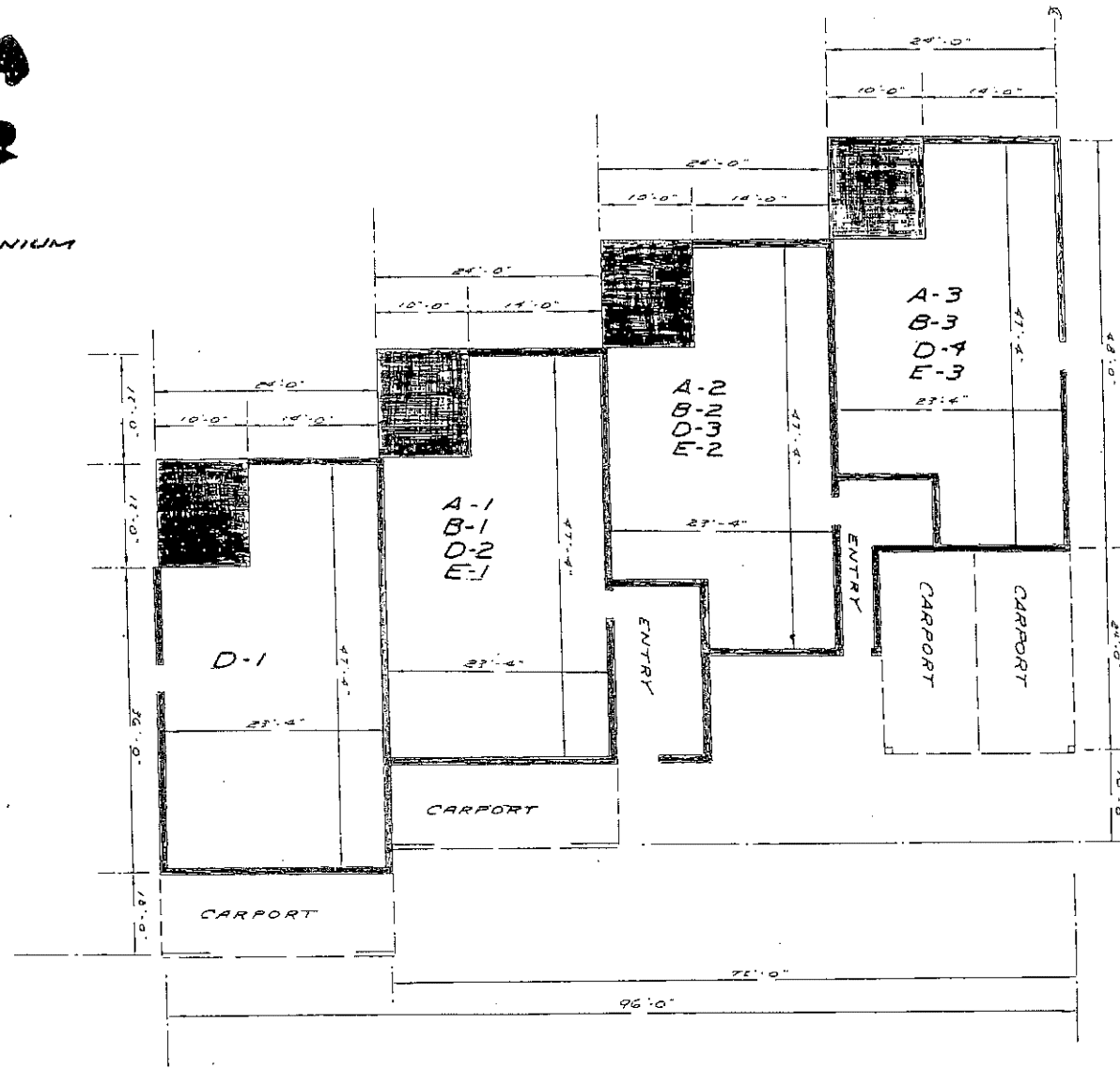
5/27/2016 OF 8

ALDEA MAR

A CONDOMINIUM

	FLOOR	CEIL.
	EL.	EL.
A-1	14.00'	VARIES
A-2	14.00'	VARIES
A-3	14.00'	VARIES
B-1	12.20'	VARIES
B-2	12.20'	VARIES
B-3	12.20'	VARIES
D-1	12.70'	VARIES
D-2	12.70'	VARIES
D-3	12.70'	VARIES
D-4	12.70'	VARIES
E-1	10.70'	VARIES
E-2	10.70'	VARIES
E-3	10.70'	VARIES

DATUM: M.S.L.



SCALE: 1/8" = 1'-0"

ARCHIE B. BROWN SURVEYS

EXHIBIT 'A'

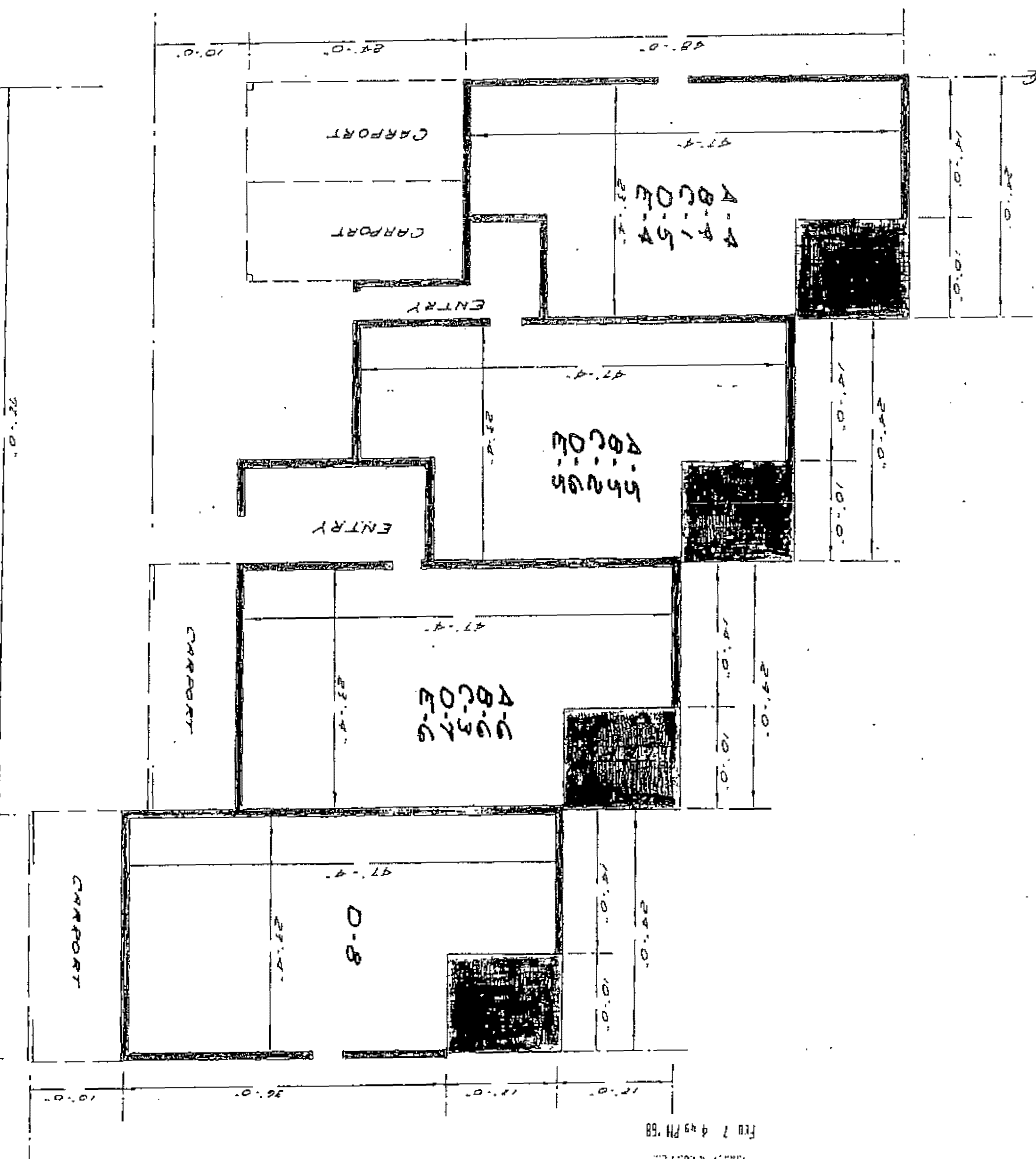
SHEET NO. 1 OF 3

A CONDOMINIUM

FLOOR		CEIL.	
FL.		FL.	
4A	14.00'	10A	11.5'
4.5	14.00'	10A.5	11.5'
4B	14.00'	10B	11.5'
4.5	14.00'	10B.5	11.5'
5A	14.00'	10A.5	11.5'
5B	14.00'	10B.5	11.5'
5.1	14.00'	10A.5	11.5'
5.2	14.00'	10B.5	11.5'
5.3	14.00'	10A.5	11.5'
5.5	14.00'	10B.5	11.5'
5.6	14.00'	10A.5	11.5'
5.7	14.00'	10B.5	11.5'
5.8	14.00'	10A.5	11.5'
5.9	14.00'	10B.5	11.5'
5.5	14.00'	10A.5	11.5'
5.6	14.00'	10B.5	11.5'

DATE: 11.5.21

Ms. A. 9. 2. 6. 7. 8. 9.



REC'D 7 4 49 PM '68

4 5 6 6 2

22-23234

[illegible][illegible]

Commence at the N.W. corner

CONDOMINIUM PROJECT #2
Complete of the NW corner of the NW 1/4 of Sec. 5, T. 2N, R. 25E, Co. 18E, State of Wisconsin. There is 2500 feet of shoreline, 2500 feet for a front of 2500 feet, 1500 feet, there should be 1000 feet, there is 1500 feet, there should be 1000 feet to the front or beginning.

POINT OF DECISIONS: Where

[illegible]

Essex County, Florida: 1900-1901

[illegible][illegible]

DEFINITION OF LENGTH
A unit is composed of 44 dimensions as shown herein on sheets 2 thru 10.

[illegible]

and this section consists of the space between the vertical grooves, and the horizontal lines are drawn inside and the horizontal lines at the floor, bounding the circles, and at the ceiling and the places at the floor, and the circles are drawn for the building and the respective floors complete the drawing. The drawing of the building walls, ceilings and floors, the unit shall consist of the space at north of them.

CEX115-15A15 OF SURVEY
The undersigned does

[illegible]

وہی ہے جس نے ان کو اپنا گھر بنا لیا ہے۔

The Communist Government at each will conduct investigation.

RICHARD F. SUTHERTON

1. *Phragmites australis* (Cav.) Trin. ex Steud.

RECEIVED AT
11:50 AM
JAN 10 1955
U.S. AIR FORCE
OFFICE OF THE
JOINT CHIEFS OF STAFF
WASHINGTON, D.C.

Sheet 1 of 6 sheets

WASHDC. FIELD OFFICE

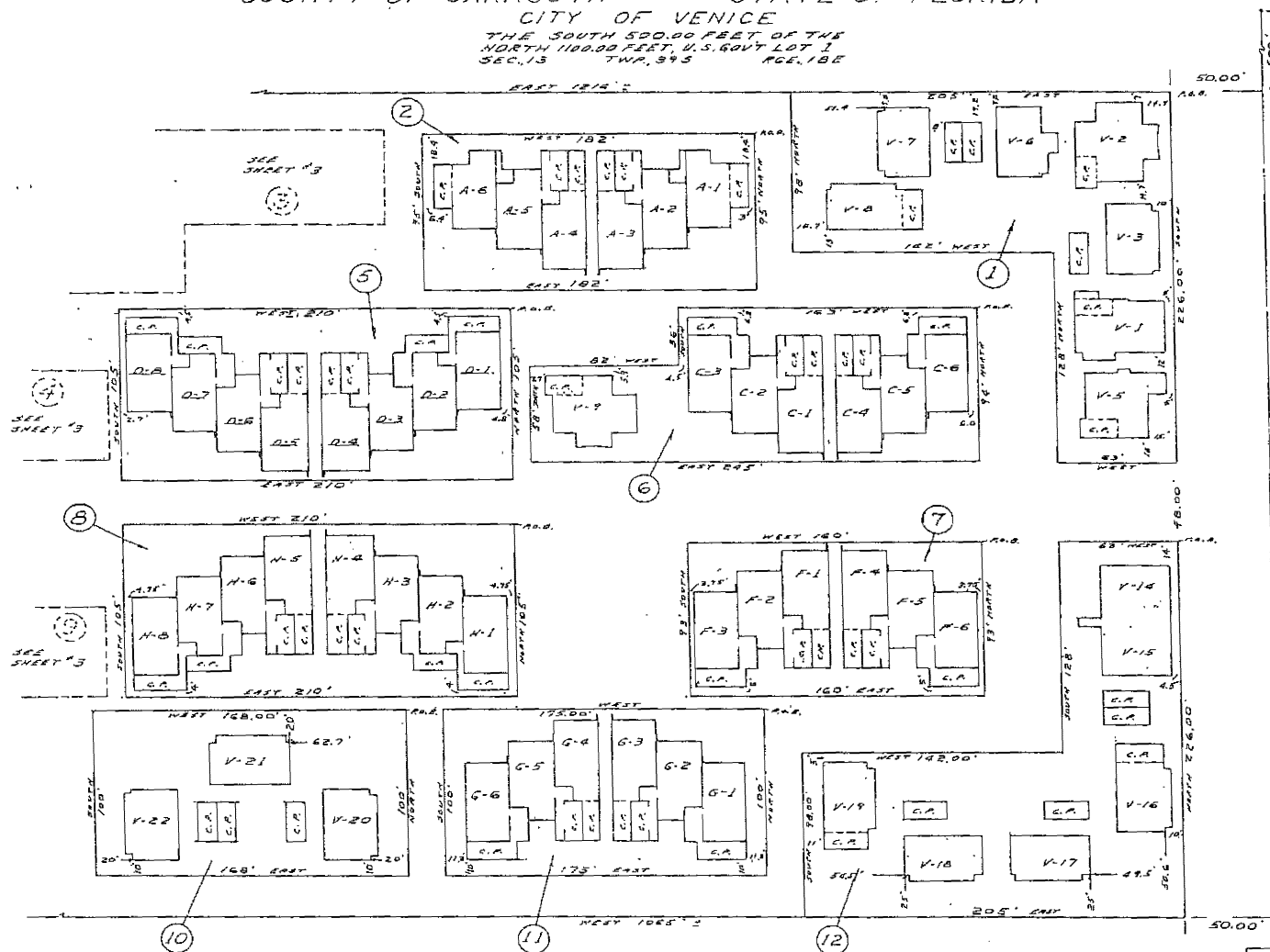
APPROVED BY

RICHARD F. SUTHERLAND
FLORIAN SURVEYORS ASSN. INC.

RICHARD F. SUTTON
 MORAN REPORTERS' RECORD
 1914

AMENDED PLAT OF
A L D E A M A R
 A CONDOMINIUM
 COUNTY OF SARASOTA STATE OF FLORIDA
 CITY OF VENICE
 THE SOUTH 500.00 FEET OF THE
 NORTH 100.00 FEET, U.S. GOVT LOT 1
 SEC. 13 TWP. 34 S RGE. 18 E

CONDOMINIUM BOOK 3 PAGE 5A



NOTE:
 Buildings (A-1, A-2, A-3, A-4, A-5, A-6) (B-1, B-2, B-3, B-4, B-5, B-6) (C-1, C-2, C-3) (D-1, D-2, D-3, D-4, D-5, D-6) (E-1, E-2, E-3) (F-1, F-2, F-3, F-4, F-5, F-6) (G-1, G-2, G-3, G-4, G-5, G-6) (H-1, H-2, H-3, H-4, H-5, H-6, H-7, H-8) (V-1, V-2, V-3, V-4, V-5, V-6, V-7, V-8, V-9, V-10, V-11, V-12, V-13, V-14, V-15, V-16, V-17, V-18, V-19, V-20, V-21, V-22) are existing buildings located as shown on sheets 2 & 3 of this Exhibit "A". All remaining buildings shown on said sheets 2 & 3 are proposed and upon completion of construction, a certificate shall be placed of record as to their location.

FILE NO. 3065

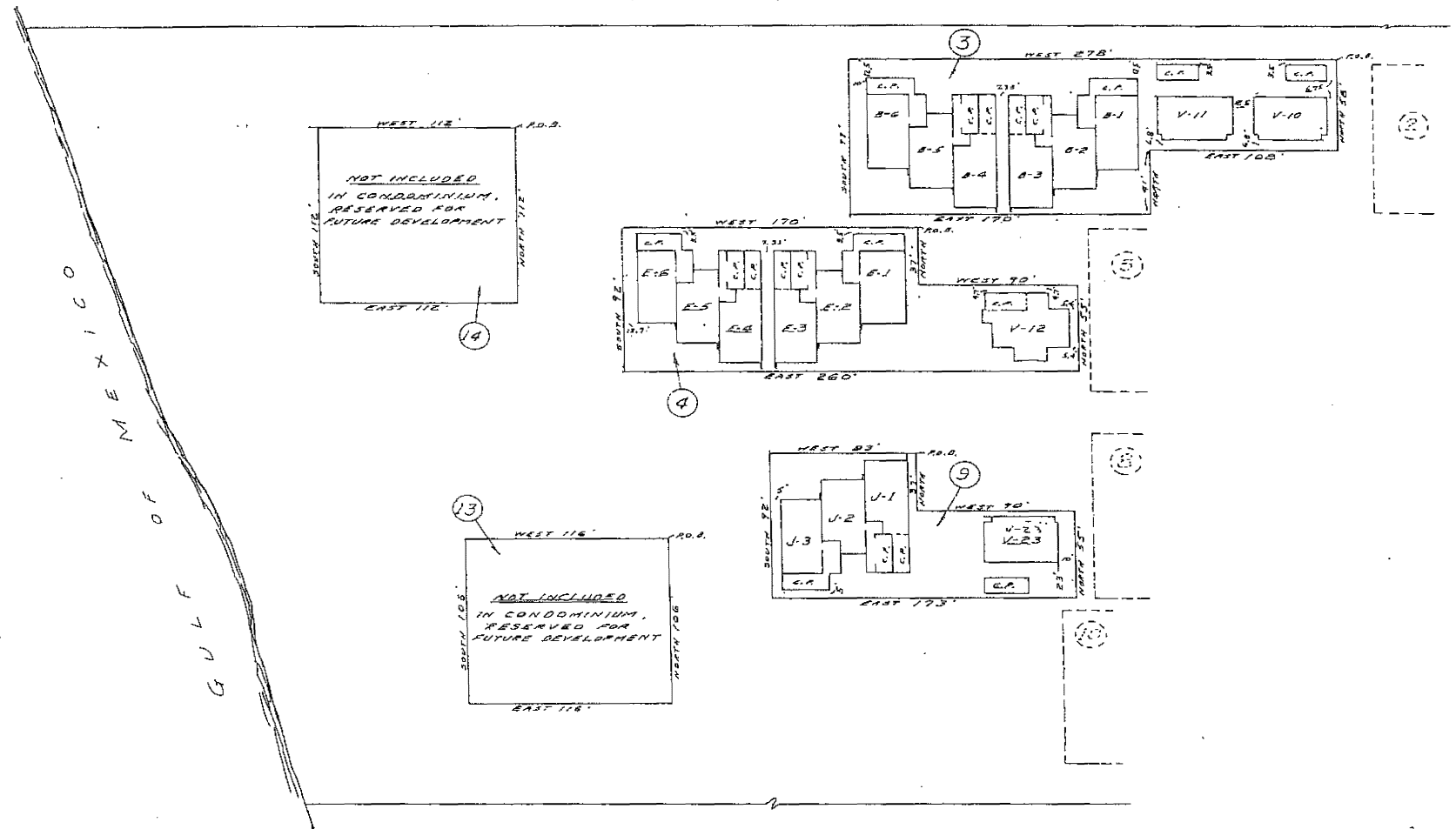
EXHIBIT "A"
 SHEET 2 OF 6 SHEETS

PREPARED BY
 R. F. SUTTON & ASSOC., INC.,
 CIVIL ENGINEERS & LAND SURVEYORS
 VENICE, FLORIDA

AMENDED PLAT OF
ALDEA MAR
 A CONDOMINIUM
 COUNTY OF SARASOTA STATE OF FLORIDA
 CITY OF VENICE

CONDOMINIUM BOOK 3 PAGE 5-B

THE SOUTH 500.00 FEET OF THE
 NORTH 1100.00 FEET, U.S. GOVT LOT 1
 SEC. 13 TWP. 39S. RGE. 18E.



FILE NO. 3065

EXHIBIT "A"
 SHEET 3 OF 6 SHEETS

PREPARED BY
 R. F. SUTTON & ASSOC., INC.,
 CIVIL ENGINEERS & LAND SURVEYORS
 VENICE, FLORIDA

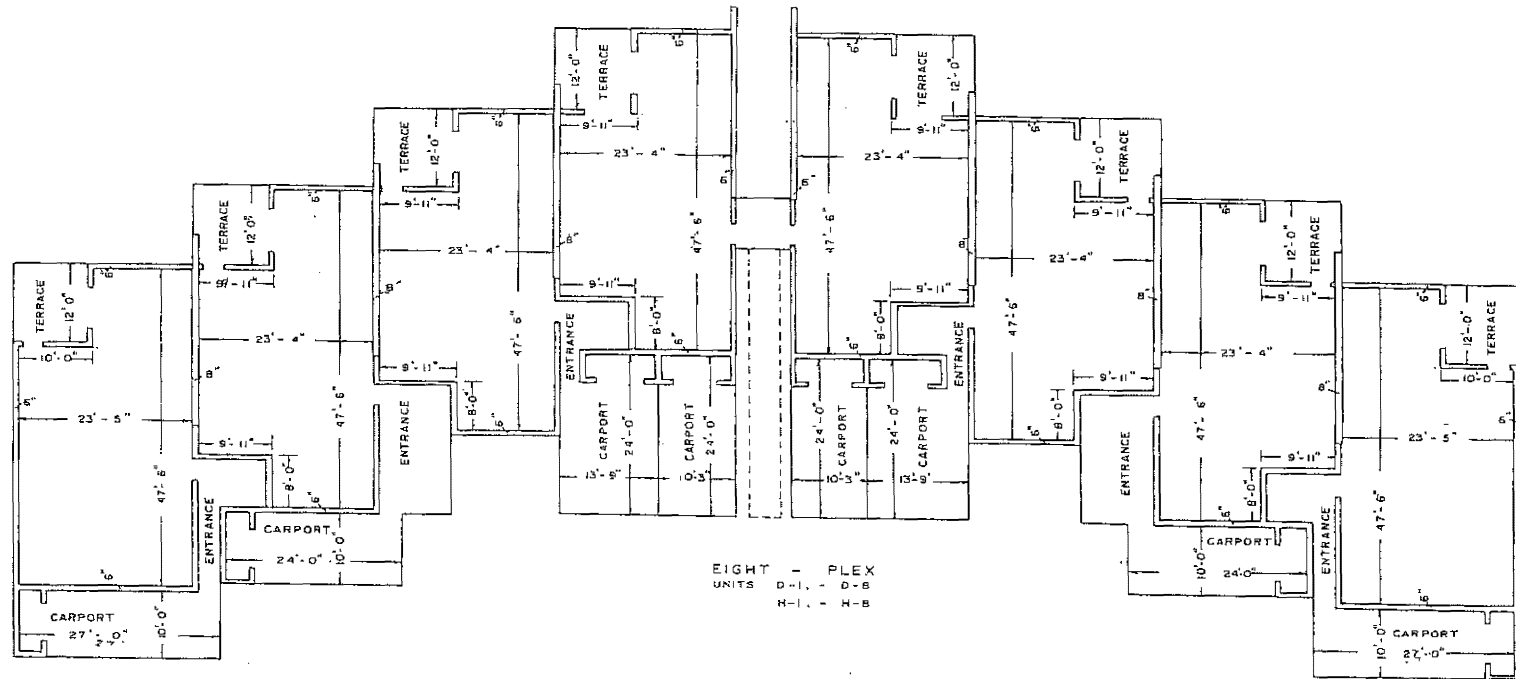
AMENDED
PLAT OF

A L D E A M A R

CONDOMINIUM BOOK 3

PAGE 5-C

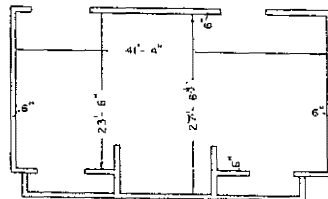
A CONDOMINIUM



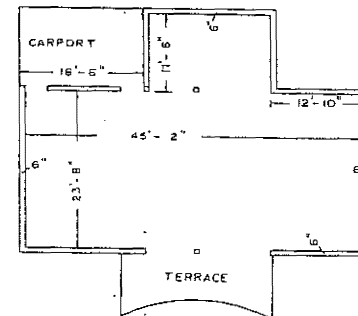
EIGHT - PLEX
UNITS D-1, D-6
H-1, H-8

NOTE: FOR LOCATION OF UNITS, SEE
SHEETS 2 & 3 OF 6 SHEETS.

SEA HOUSE
UNITS V-3, V-6, V-7,
V-10, V-11, V-17,
V-18, V-20, V-21,
V-22, V-23.



NOTE: FOR LOCATION OF CARPORTS, SEE
SHEETS 2 & 3 OF 6 SHEETS.



SEA VILLA
UNITS V-2, V-9, V-12.

FILE NO. 3065

SCALE 3/32" = 1'-0"

SHEET 4 OF 6 SHEETS

EXHIBIT "A"

PREPARED BY
R.F. SUTTON & ASSOC., INC.
CIVIL ENGINEERS & LAND SURVEYORS
VENICE, FLORIDA

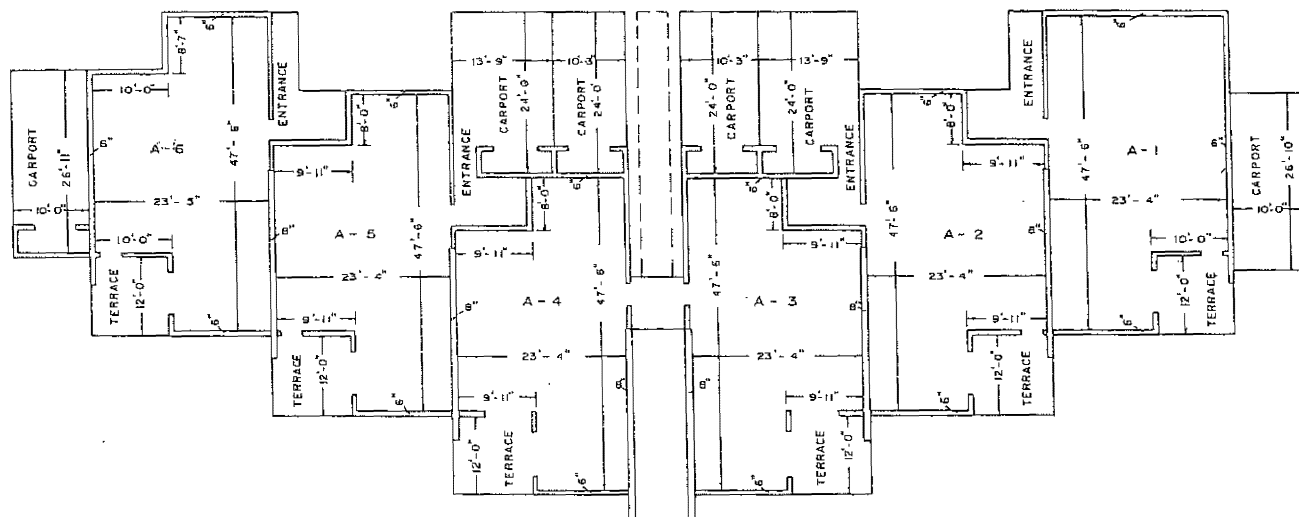
AMENDED
PLAT OF

ALDEA MAR

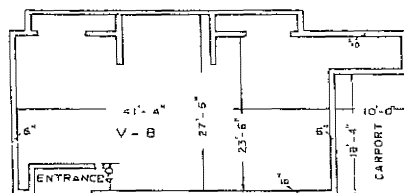
A CONDOMINIUM

CONDOMINIUM BOOK 3

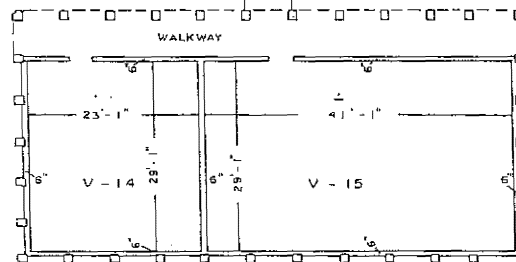
PAGE 5-D



SIX PLEX
UNITS A-1, -- A-6



SEA HOUSE
UNITS V-8, V-16, V-19



UNITS V-14
V-15

NOTE: FOR LOCATION OF CARPORTS
SEE SHEETS 2 B 3 OF 6 SHEETS.

"EXHIBIT "A"

PREPARED BY
R.F. SUTTON & ASSOC., INC.
CIVIL ENGINEERS & LAND SURVEYORS
VENICE, FLORIDA

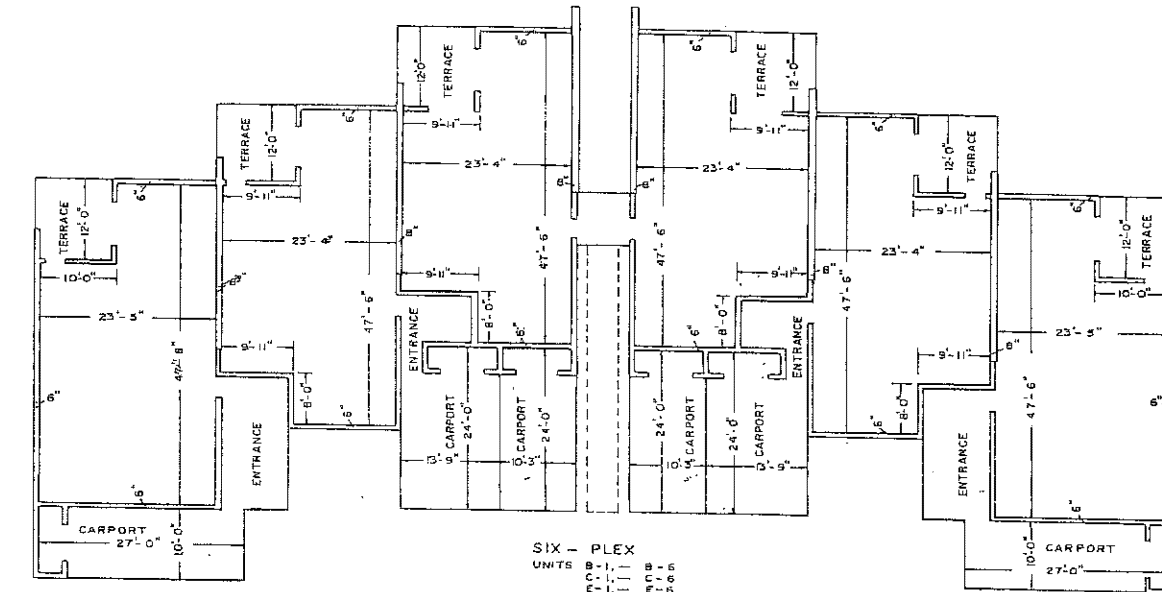
AMENDED
PLAT OF

ALDEA MAR

A CONDOMINIUM

CONDOMINIUM BOOK 3 PAGE 5-E

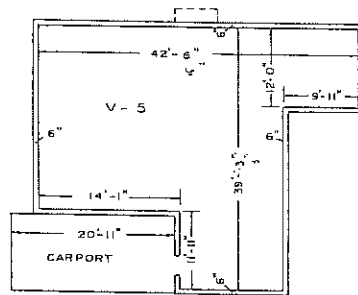
THREE- PLEX
UNITS J-1, - J-3.



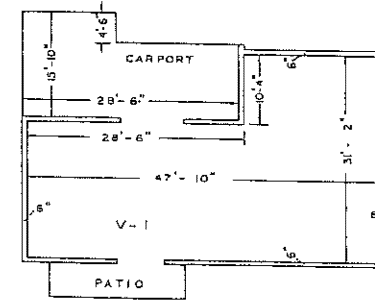
NOTE: FOR LOCATION OF
UNITS, SEE SHEETS 2 & 3
OF 6 SHEETS.

SIX - PLEX

UNITS
K-1
K-2
K-3
K-4
K-5
K-6



UNIT V-5



UNIT V-1

FILE NO. 3065

SCALE 3/32" = 1'-0"

SHEET 6 OF 6 SHEETS

EXHIBIT "A"

PREPARED BY
R. F. SUTTON & ASSOC., INC.
CIVIL ENGINEERS & LAND SURVEYORS
VENICE, FLORIDA

019366
RECORD
BOOK
3065
JAN 5 3 40 PM '80

CONDOMINIUM BOOK # PAGE #

[illegible][illegible][illegible]

3. Geological Notes 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341

CONDOMINIUM PARCELS
 Parcel 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, 84

[illegible]

beginning: 44-acre corner west 17500' sec. 44-acre south 100.00' feet. 175.00' north 100.00' feet to the point of beginning.

FILE NO

Commence of the NW monsoon at the NW end of the NE, 12 May 72, Apr. 1965, Sargassum County, Florida; 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641

CONDONATING BOARD
 Commencement of the mortgage of the N.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Sec. 13, Twp. 29S., R. 23E., S. 24E., Grant County, Idaho, thence South 660.00 feet; thence West 20.00 feet; thence North 17.00 feet; thence East 17.00 feet; thence South 660.00 feet; thence West 17.00 feet; thence North 17.00 feet to the point of beginning.

[illegible]

DEFINITION OF LIMIT.

A limit is compared to the dimensions of a room herein on sheets D and B which are arranged to imitate the walls and ceiling, and the windows and doors, and floor each unit consists of the space bounded by a vertical plane with its floor sloping down to lines as shown here and its horizontal plane at a

CERTIFICATE OF SURVEY:

The undersigned being a licensed and registered land surveyor of R.T. SUBTOWN & ASSOCIATES, INC. does hereby certify that a survey was made of the lands as shown hereon and that he certifies that this plat plan contains a fair and true showing thereof and that it is intended for filing with the recording officer for said purposes.

Witness my hand and seal at St. Louis, Missouri, this _____ day of _____ A.D. 2006.

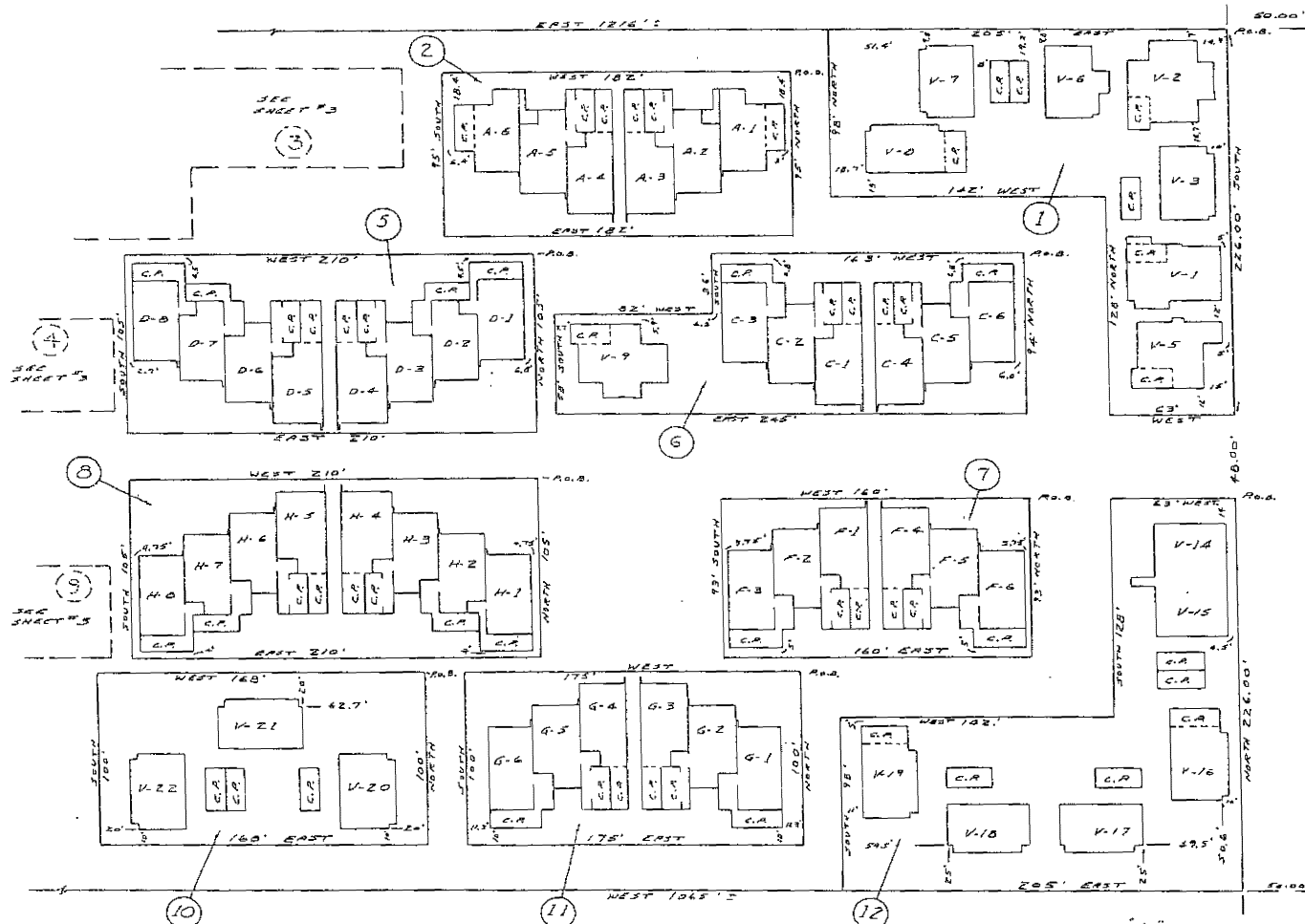
[Signature] Public Records of St. Louis County

Date of Survey June 8, 1970
 RICHARD F. SUTTON
 FLS 6-11-70
 FLORIDA SURVEYORS ASSN NO. 12

RE: 5/24/70 EXHIBIT "A"
SHEET 1 OF 5 SHEETS
CIVIL ENGINEERS & LAND SURVEYORS
VENICE, FLORIDA

SECOND AMENDMENT TO
ALDEA MAR
 A CONDOMINIUM
 COUNTY OF SARASOTA - STATE OF FLORIDA
 CITY OF VENICE

CONDOMINIUM BOOK 4 PAGE 9A



N.W. CORNER OF NE. 1/4
 OF NE. 1/4 OF SEC. 13-37S-18E.

DESCRIPTION
 THE SOUTH 500.00 FEET
 OF THE NORTH 1100.00
 FEET; U.S. GOVT. LOT
 1, SEC. 13, TWP 39 S.,
 RANG. 18 E.



SCALE
 1" = 40'

NOTE:
 BUILDINGS (A-1, A-2, A-3, A-4, A-5, A-6)
 (A-7, A-8, A-9, A-10, A-11, A-12)
 (C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-10, C-11, C-12)
 (D-1, D-2, D-3, D-4, D-5, D-6, D-7, D-8, D-9, D-10, D-11, D-12)
 (E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-9, E-10, E-11, E-12)
 (F-1, F-2, F-3, F-4, F-5, F-6, F-7, F-8, F-9, F-10, F-11, F-12)
 (G-1, G-2, G-3, G-4, G-5, G-6, G-7, G-8, G-9, G-10, G-11, G-12)
 (H-1, H-2, H-3, H-4, H-5, H-6, H-7, H-8, H-9, H-10, H-11, H-12)
 (I-1, I-2, I-3, I-4, I-5, I-6, I-7, I-8, I-9, I-10, I-11, I-12)
 (J-1, J-2, J-3, J-4, J-5, J-6, J-7, J-8, J-9, J-10, J-11, J-12)
 (K-1, K-2, K-3, K-4, K-5, K-6, K-7, K-8, K-9, K-10, K-11, K-12)
 (L-1, L-2, L-3, L-4, L-5, L-6, L-7, L-8, L-9, L-10, L-11, L-12)
 (M-1, M-2, M-3, M-4, M-5, M-6, M-7, M-8, M-9, M-10, M-11, M-12)
 (N-1, N-2, N-3, N-4, N-5, N-6, N-7, N-8, N-9, N-10, N-11, N-12)
 (O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, O-12)
 (P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, P-11, P-12)
 (Q-1, Q-2, Q-3, Q-4, Q-5, Q-6, Q-7, Q-8, Q-9, Q-10, Q-11, Q-12)
 (R-1, R-2, R-3, R-4, R-5, R-6, R-7, R-8, R-9, R-10, R-11, R-12)
 (S-1, S-2, S-3, S-4, S-5, S-6, S-7, S-8, S-9, S-10, S-11, S-12)
 (T-1, T-2, T-3, T-4, T-5, T-6, T-7, T-8, T-9, T-10, T-11, T-12)
 (U-1, U-2, U-3, U-4, U-5, U-6, U-7, U-8, U-9, U-10, U-11, U-12)
 (V-1, V-2, V-3, V-4, V-5, V-6, V-7, V-8, V-9, V-10, V-11, V-12)
 (W-1, W-2, W-3, W-4, W-5, W-6, W-7, W-8, W-9, W-10, W-11, W-12)
 (X-1, X-2, X-3, X-4, X-5, X-6, X-7, X-8, X-9, X-10, X-11, X-12)
 (Y-1, Y-2, Y-3, Y-4, Y-5, Y-6, Y-7, Y-8, Y-9, Y-10, Y-11, Y-12)
 (Z-1, Z-2, Z-3, Z-4, Z-5, Z-6, Z-7, Z-8, Z-9, Z-10, Z-11, Z-12)

NOTE:
 Condominium Parcels 1 thru 12
 are the same as shown on sheets
 1 thru 5 and recorded as
 Amended Plat of ALDEA MAR
 in Condominium Book 3 Pages
 5 thru 55, Public Records of
 Sarasota County, Florida, and
 the Units as shown on said
 Amended Plat of ALDEA MAR
 recorded in Condominium Book
 3, Page 55, and the same
 as shown herein, and
 the same are incorporated
 herein by reference.

PREPARED BY
 R.F. JUTTON & ASSOC., INC.
 CIVIL ENGINEERS & LAND SURVEYORS
 VENICE, FLORIDA

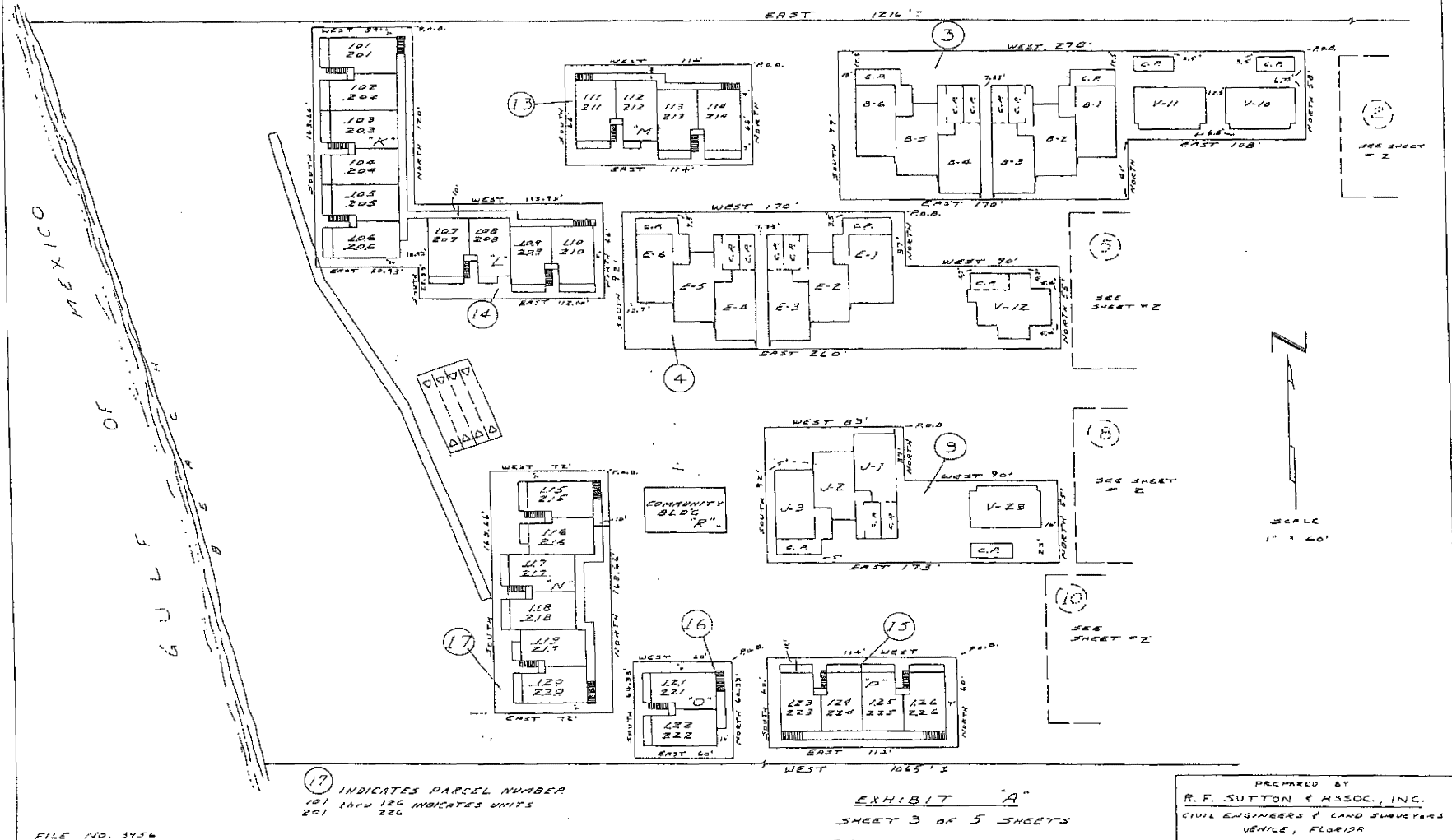
EXHIBIT "A"
 SHEET 2 OF 5 SHEETS

SCALE NO. 3936

SECOND AMENDMENT TO
ALDEA MAR
 A CONDOMINIUM
 COUNTY OF SARASOTA - STATE OF FLORIDA
 CITY OF VENICE

CONDOMINIUM BOOK 4 PAGE 95

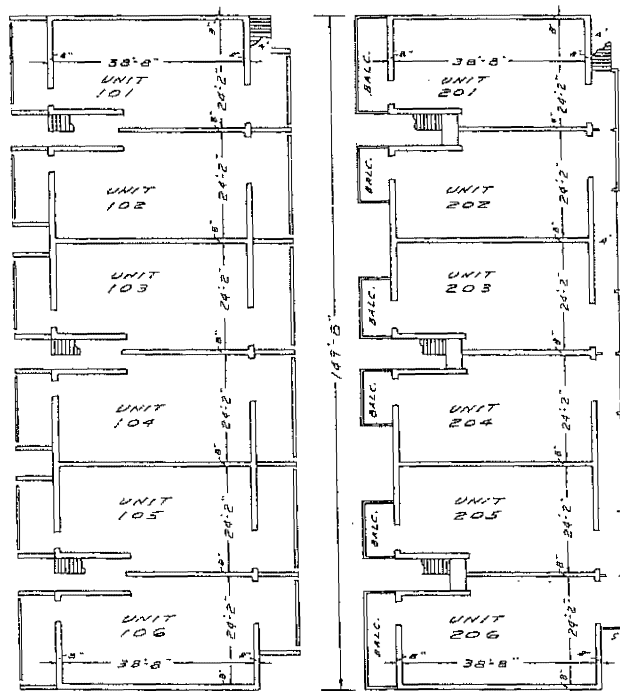
DESCRIPTION:
 THE SOUTH 500.00 FEET OF
 THE NORTH 1100.00 FEET, U.S.
 SOUTH LOT 1, SEC. 13, T14
 39S., R14G., 18 E.



FILE NO. 3956

SECOND AMENDMENT TO
ALDEA MAR
 A CONDOMINIUM
 COUNTY OF SARASOTA - STATE OF FLORIDA
 CITY OF VENICE

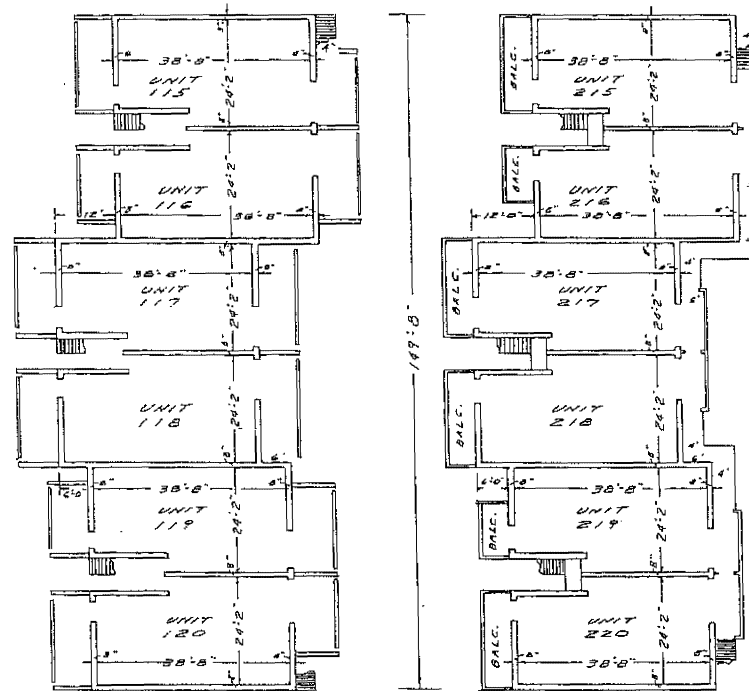
CONDOMINIUM BOOK 4 PAGE 9C



FIRST FLOOR PLAN-BUILDING "K" SECOND FLOOR
 SCALE: 1/16" = 1'-0"

FINISHED FLOOR ELEVATION: 12.00 & 11.34 FINISHED FLOOR ELEVATION: 20.74
 UNFINISHED CEILING ELEVATION: 20.08 & 19.42 UNFINISHED CEILING ELEVATION: 20.82

FILE NO 3956



FIRST FLOOR PLAN-BUILDING "N" SECOND FLOOR
 SCALE: 1/16" = 1'-0"

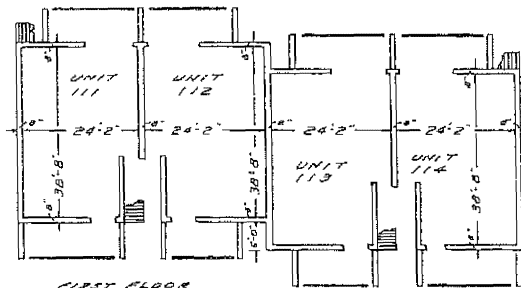
FINISHED FLOOR ELEVATION: 11.41 & 10.75 FINISHED FLOOR ELEVATION: 20.15
 UNFINISHED CEILING ELEVATION: 19.49 & 18.33 UNFINISHED CEILING ELEVATION: 20.23

EXHIBIT "A"
 SHEET 4 OF 5 SHEETS

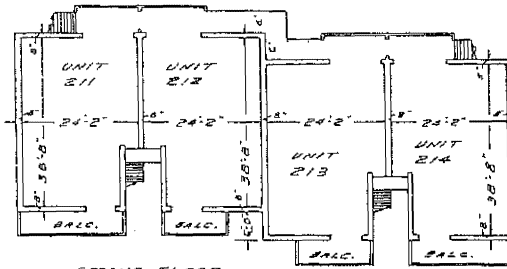
PREPARED BY
 R. F. SUTTON & ASSOC., INC.,
 CIVIL ENGINEERS & LAND SURVEYORS
 VENICE, FLORIDA

SECOND AMENDMENT TO
ALDEA MAR
 A CONDOMINIUM
 COUNTY OF SARASOTA - STATE OF FLORIDA
 CITY OF VENICE

CONDOMINIUM BOOK 4 PAGE 9D

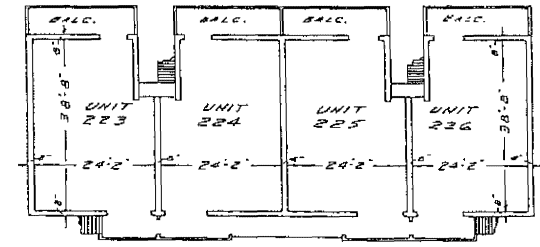


FIRST FLOOR
 FINISHED FLOOR ELEVATION = 12.51
 UNFINISHED CEILING ELEVATION = 20.51



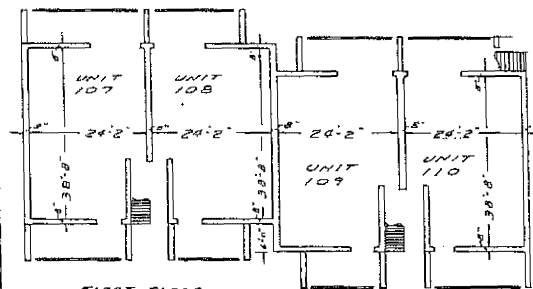
SECOND FLOOR
 FINISHED FLOOR ELEVATION = 21.25
 UNFINISHED CEILING ELEVATION = 29.33
 SCALE: 1/16" = 1'-0"

PLAN-BUILDING "M"

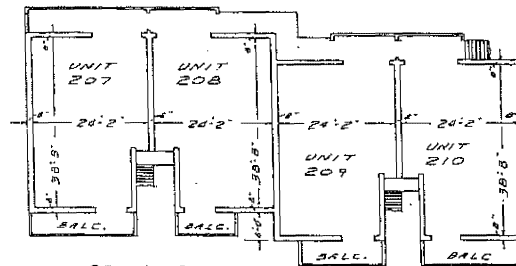


PLAN-BUILDING "P"
 SECOND FLOOR
 FINISHED FLOOR ELEVATION = 19.42
 UNFINISHED CEILING ELEVATION = 27.50

PLAN-BUILDING "P"

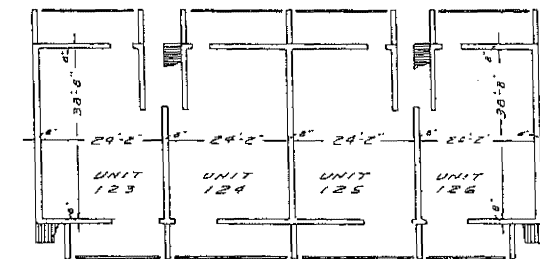


FIRST FLOOR
 FINISHED FLOOR ELEVATION = 12.00
 UNFINISHED CEILING ELEVATION = 20.00



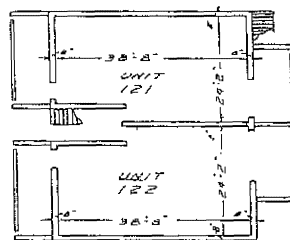
SECOND FLOOR
 FINISHED FLOOR ELEVATION = 20.74
 UNFINISHED CEILING ELEVATION = 28.82

PLAN-BUILDING "L"

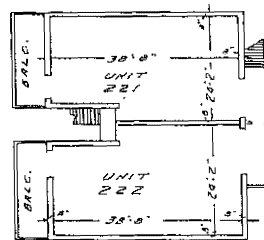


PLAN-BUILDING "P"
 FIRST FLOOR
 FINISHED FLOOR ELEVATION = 10.68
 UNFINISHED CEILING ELEVATION = 18.76

PLAN-BUILDING "P"



FIRST FLOOR
 FINISHED FLOOR ELEVATION = 10.75
 UNFINISHED CEILING ELEVATION = 18.83



SECOND FLOOR
 FINISHED FLOOR ELEVATION = 19.49
 UNFINISHED CEILING ELEVATION = 27.57

PLAN-BUILDING "O"

N

FILE NO. 3756

EXHIBIT "A"
 SHEET 5 OF 5 SHEETS

PREPARED BY
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377406
 JUN 9 12 00 PM '70