

P. Without the prior permission of the Association, no wires, TV antennae, air conditioners, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for those structures that form a part of the original building, and no Unit Owner shall permit or maintain any exposed or outside storage or storage containers.

Q. 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, drapes, 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 or door.

R. No Unit owner may dispose of or keep refuse, trash or garbage in or on any exterior area of the owner's Unit or on the Common Elements, except in those receptacles provided by the Association, if any.

S. No Unit shall be the subject of a partition action in any Court of the State of Florida, and all Unit Owners do by their acceptance of a conveyance of such Unit, waive any right to maintain or bring such action.

T. No electric machine or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television reception in other units.

U. No signs of any type shall be maintained, kept or permitted on any part of the Common Elements or in or on any Unit where the same may be viewed from the Common Elements, except for signs of Developer.

V. The occupants of Units shall abide by all the uniform rules and regulations promulgated by the Association from time to time concerning occupancy and use of the Condominium Units and Common Elements and areas, which rules and regulations shall not discriminate against any Unit owner or class of Unit owners.

**ARTICLE XIV**  
**MAINTENANCE AND REPAIR**

A. The Association, except as otherwise specifically provided herein, shall maintain, repair and replace at the Association's expense:

1. All portions of the Common Elements and all improvements and personal property thereon.

2. All conduits, pipes, lines, mains, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Condominium not within a Unit, and those within a Unit but serving more than one (1) Unit.

3. All lawns, trees and landscaped areas, including such areas located within the Unit boundaries, shall be maintained by the Association.

4. Roof cleaning and painting of trim on all dwellings constructed on the Units in this Condominium; provided, however, that the responsibility for roof repair and replacement shall be the Unit Owner's.

B. The responsibility of each Unit Owner for maintenance, repair and replacement shall be as follows:

1. To maintain, repair and replace, at his own cost and expense all portions of his Unit (except the portions to be maintained, repaired and replaced by the Association), and all improvements located thereon, including the maintenance of the exteriors of all dwellings constructed within the Unit boundaries, including exterior painting and the maintenance, repair and replacement of the roofs of the dwellings.

2. To maintain, repair and replace all air conditioning and heating equipment serving the improvements located within his Unit.

3. To maintain and keep in good repair the boat dock which is a Limited Common Element appurtenant to his Unit.

4. Not to modify or change the appearance or design of any portion of the exterior of any improvements located on or within the Unit boundaries without the approval of the Association, except for the addition of Developer-approved improvements.

5. Not to modify or alter the lawns, landscaping or landscaped areas within the Unit boundaries without the approval of the Association, except for Developer-approved modifications or alterations and except for landscaped areas within a Unit Owner's privacy court.

6. To promptly report to the Association any defect or need for repairs, maintenance or replacements for which the Association is responsible.

7. To keep, maintain, repair and replace in a first class, safe, neat, clean and attractive order, condition, appearance and repair all portions of the Condominium Property which are the responsibility of such Unit Owner as set forth above. In the event any Owner of any Unit in the Condominium shall, after reasonable notice from the Association, fail to keep, maintain, repair and replace, in a first class, safe, neat, clean and attractive order, condition, appearance and repair, all improvements located on or within his Unit, the Association shall have the right through its agents, contractors, employees or representatives, to enter upon the Unit and to maintain, repair and replace, at the expense of the Unit Owner, all such improvements. The Unit Owner shall pay the Association for all such maintenance, repairs and replacements immediately upon demand.

ARTICLE XV  
AMENDMENT OF DECLARATION

A. This Declaration may be amended at any time by affirmative vote of two-thirds (2/3) of all voting rights of all Unit Owners in this Condominium, except that provisions relating to percentage of ownership and sharing of Common Expenses, rights of Developer, termination of the Condominium and the voting rights of Members may be amended only with the written consent of all persons adversely affected thereby. The Articles of Incorporation and Bylaws may be amended by a simple majority vote of all voting rights of all Members of the Association and to that extent this Declaration may be amended without a two-thirds (2/3) vote. No amendment shall be effective unless it be in writing, executed by the President or Vice President and attested by the Secretary of the Association with the formalities required for a conveyance of real property in the State of Florida and recorded in the Public Records of Sarasota County. It shall not be necessary for the individual Unit Owners or holders of recorded

liens thereon (except institutional first mortgage holders as herein provided) to join in the execution of any amendment, and the execution of any amendment by the President or Vice President and attested by the Secretary of the Association as provided herein shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration, the Articles of Incorporation and the Bylaws. Until such time as Developer shall have conveyed title to all Units of all sections of The Inlets, no amendments to the Declaration of Condominium, Articles of Incorporation or Bylaws shall be effective without its written consent.

B. By acceptance of a deed to a Condominium Unit, the grantee agrees for himself, his heirs, successors and assigns, and the holders of any mortgages, liens or other interests in or to any Unit, that Developer shall have the right and irrevocable power to amend this Declaration and the exhibits recorded herewith as may be necessary or desirable from time to time prior to the conveyance of all Units in all sections by Developer to (a) identify, locate and dimension any Units which are not completed at the date of this Declaration; (b) to correct any errors or omissions in the Declaration or any exhibits hereto; (c) to make the documents comply with the requirements of any statutory provisions or any state or federal rules or regulations or county ordinances; or (d) to gain acceptance or approval of any institutional mortgage lender or title insurer. Such amendments shall be executed by the Developer with written consent of all institutional first mortgagees and the joinder or further consent of individual Unit Owners or holders of recorded liens or other interests therein or thereon shall not be required. All amendments shall take effect immediately upon recordation in the Public Records of Sarasota County.

ARTICLE XVI  
AMENDMENT TO PLANS

A. Developer reserves the right to change the original construction design of the dwellings to be built on the Units and to alter the boundaries between the Units so long as Developer owns the Units so altered. No such change shall increase the number of Units nor alter the boundaries of the Common Elements without amendment of this Declaration.

B. The Amendment of this Declaration reflecting such authorized alteration of plans by Developer need be signed and acknowledged only by the Developer, and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not their joinder is elsewhere required for other amendments.

ARTICLE XVII  
TERMINATION OF CONDOMINIUM

A. The above-described property may be removed from the provisions of this Declaration at any time by a vote of eighty percent (80%) of the voting rights of all Unit Owners in this Condominium, unanimous written consent of all of the Institutional Mortgagees, and written consent of Developer until such time as Developer shall have conveyed title to all Units of all contemplated sections of THE INLETS, by an instrument to that effect signed by the President or Vice-President and Secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Sarasota County.

B. In the event the Condominium is to be terminated, then all Owners of Units will immediately convey all their right,

title and interest to their respective Units to the bank trustee selected by the Board of Directors to be held by such trustee in trust. The recording of each such conveyance to a trustee in the Public Records of Sarasota County will have the immediate effect of releasing all liens upon the respective Unit and shall cause their instantaneous transfer to that Unit Owner's share of the Common Surplus to be subsequently distributed by the trustee as provided herein. Said trustee shall collect all assets of the Association which are allocable to the Units in this Condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the Condominium Property by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable, consistent with local real estate market conditions. After conveyance of title to the purchaser, free and clear of all liens and encumbrances, and after payment of reasonable trustee's fees, appraiser's fees and other costs reasonably incurred, the trustee shall apportion the remaining funds in its hands among the Units in accordance with the respective values of the Units in this Condominium as determined by three (3) experienced real estate appraisers selected by the Board of Directors. The trustee shall distribute each Unit's share of said funds jointly to the record title Owners of each Unit and the record owners of any mortgages or other liens encumbering such Unit at the time of the recording of its conveyance to the trustee by the Unit Owner. All mortgages and other liens upon the respective Units shall be fully released and discharged as provided herein, even though the share of a particular Unit in said funds is insufficient to pay all liens in full; and in such event the lienholders who had priority against the title to the Unit shall have priority of payment of the Unit's share of the Common Surplus.

C. Nothing herein provided shall in any way relieve the Unit Owner of his personal liability for any deficiency which may remain upon any liens which encumbered his Unit at the time of his conveyance to the trustee. Mortgages and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their Mortgage or perfection of their liens.

D. The provisions of this Article may be enforced by injunction, by suit for specific performance, or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

ARTICLE XVIII  
INSURANCE

A. The Association shall cause all buildings and improvements constructed upon or within the Unit boundaries to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, naming the Association, the Unit Owners and mortgagees of record as their interests may appear. Such coverage shall afford protection against:

1. Loss or damage by fire or other hazards covered by a standard extended coverage endorsement;
2. Flood insurance, if required; and
3. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to, vandalism and malicious mischief.

B. In addition, the Association shall provide and purchase insurance relative to the following:

1. All buildings and improvements upon the Common Elements and all personal property of the Association or included as part of the Common Elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

(b) Flood insurance, if required; and

(c) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to, vandalism and malicious mischief.

2. Public liability insurance regarding the Common Elements shall be carried in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to, hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Unit Owners as a group, to a Unit Owner.

3. Workmens' compensation insurance shall be carried to meet the requirements of the law.

4. The Association shall carry such other insurance as the Board of Directors shall determine from time to time to be desirable.

C. Public liability insurance regarding the Units (and structures located thereon) and other property insurance regarding said Units and structures thereon (except as provided in paragraph A above) may be purchased at the sole cost and expense of individual Owners.

D. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one (1) or more Units or their appurtenances or of the Common Elements by particular Unit Owners shall be assessed against and paid by such Owners. Premiums may be financed in such manner as the Board of Directors shall deem appropriate.

**ARTICLE XIX**  
**RECONSTRUCTION AND REPAIR AFTER CASUALTY**

A. If any part of the Condominium Property shall be damaged by casualty, it shall be constructed or repaired immediately unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

B. The Association shall be responsible for repair and reconstruction after casualty to the Condominium Property.

C. Any reconstruction or repair must be substantially in accordance with the original plans and specifications for such

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improvements or, if not, then according to plans and specifications approved by the Board of Directors of the Association and Institutional First Mortgagees holding Mortgages on the Units involved.

D. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the costs to rebuild or repair.

E. In the case of damage or destruction to the Common Elements, if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association or, if at any time during reconstruction and repair the funds for the payment of the costs thereof are insufficient, Assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for payment of those costs.

F. In the case of damage or destruction to the dwellings located on or within the Unit boundaries, if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair the funds for the payment of the costs thereof are insufficient, Assessments shall be made by the Association against the Unit Owners who own the damaged dwellings in sufficient amounts to provide funds for payment of those costs.

G. In the case of damage or destruction to property for which the Association has the responsibility for repair and reconstruction, the funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from Assessments against Unit Owners, if any, shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.

H. In the event of a destruction or casualty loss to any of the Condominium Property for which the Association has the responsibility for maintenance and repair, all insurance proceeds payable under the policies shall be collected by the Association Treasurer. If said proceeds are in excess of TEN THOUSAND DOLLARS (\$10,000.00), they shall be immediately paid over to a banking corporation having trust powers and selected by the Board of Directors, to be held by such bank in trust to be used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Association Board of Directors.

I. The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

ARTICLE XX  
DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR THE INLETS

As described in Article II above, this Condominium is part of land that is being developed as part of The Inlets Project. The land is subject to that certain Declaration of Covenants and Restrictions for The Inlets which has been recorded in Official Records Book 1586, Page 1998, Public Records of Sarasota County,

O. R. 1666 PG 1831

Florida as amended by First Amendment to Declaration of Covenants and Restrictions for The Inlets, recorded in Official Record Book 1607, Page 1337, of the Public Records of Sarasota County, Florida. Pursuant to the Declaration of Covenants and Restrictions for The Inlets, as amended, a non-profit corporation known as The Inlets Common Facilities Corporation will operate, maintain, improve and manage The Inlets Common Facilities. Pursuant to said Declaration of Covenants and Restrictions, as amended, annual maintenance assessments will be payable to it by the Unit Owners. All persons owning a vested fee simple interest to any Condominium Unit shall automatically become a member of The Inlets Common Facilities Corporation.

ARTICLE XXI  
RIGHTS OF INSTITUTIONAL MORTGAGEES

Notwithstanding anything contained in this Declaration or any of the Exhibits annexed hereto, to the contrary, the written consent of each Institutional Mortgagee holding a first mortgage upon any Condominium Parcel or Parcels shall first be obtained before this Declaration may be amended or the Condominium terminated, which said consent shall not be unreasonably withheld.

ARTICLE XXII  
GENERAL PROVISIONS

A. If any provision of this Declaration, the Articles, the Bylaws or the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles, the Bylaws, or the Condominium Act, and the application of any such invalid provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

B. If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without the Developer's written approval:

1. Assessment of the Developer as a Unit Owner for capital improvements, and
2. Any action by the Association that would be detrimental to the Developer's sale of Units.

C. Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by certified mail or certificate of mailing at their place of residence in the Condominium, unless the Unit Owner has, by written notice to the Association, specified a different address. Notices to the Association shall be delivered by certified mail or certificate of mailing to 655 N. Tamiami Trail, Nokomis, FL. 33555. All notices shall be deemed and considered sent when mailed in such manner. Any party may change his or its mailing address by written notice to the other party.

D. The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

O.R. 1666 PG 1832

E. The remedy for violation provided by the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to institute legal action against a Unit Owner other than Developer to enforce compliance with the Condominium Act, this Declaration, the Articles or the Bylaws, or the Association's Rules and Regulations, upon a finding by a court in favor of the Association, the defendant Unit Owner shall reimburse the Association for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action.

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

G. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on this 28<sup>th</sup> day of March, 1983-1984

Signed, Sealed and Delivered in the Presence of:

TARTAN GULF COAST DEVELOPMENT, CORPORATION, a Florida corporation

Hollie A. Taylor  
Cynthia L. Okun

By: William J. ...  
President

(CORPORATE SEAL)

For good and valuable consideration, receipt of which is hereby acknowledged, THE INLETS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits, duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration of Condominium and hereby joins in and consents to the execution of the Declaration of Condominium.

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on this 28<sup>th</sup> day of March, 1983-1984

Signed, Sealed and Delivered Presence of:

THE INLETS CONDOMINIUM in the ASSOCIATION, INC., a Florida corporation not for profit

Hollie A. Taylor  
Cynthia L. Okun

By: Martin J. Virgelis  
President

(CORPORATE SEAL)



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STATE OF FLORIDA )  
: SS  
COUNTY OF SARASOTA )

The foregoing Declaration of Condominium was acknowledged before me this 26<sup>th</sup> day of March, 1983, 1984 by William J. McWally, President of TARTAN GULF COAST DEVELOPMENT CORPORATION, a Florida corporation, on behalf of and upon authorization by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid.

(NOTARIAL SEAL)

Cynthia J. Ikenn  
NOTARY PUBLIC, State of Florida  
My Commission Expires:

Notary Public State of Florida at Large  
My Commission Expires Dec. 19, 1987.

STATE OF FLORIDA )  
: SS  
COUNTY OF SARASOTA )

The foregoing Declaration of Condominium was acknowledged before me this 28<sup>th</sup> day of March, 1983, 1984 by Martin J. Virgilio, President of THE INLETS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of and upon authorization by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid.

(NOTARIAL SEAL)

Cynthia J. Ikenn  
NOTARY PUBLIC, State of Florida  
My Commission Expires:

Notary Public State of Florida at Large  
My Commission Expires Dec. 19, 1987

CONSENT OF MORTGAGEE

The undersigned owner and holder of a mortgage lien upon the premises described in the Declaration of Condominium of THE INLETS, A CONDOMINIUM, SECTION FIVE, hereby consents to the submission of said lands to condominium ownership in accordance with the terms and provisions of said Declaration of Condominium.

O. R. 1666 PG 1834

Witnesses:

Cynthia J. Ikenn

Joyce Guyon

AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a United States corporation

By: Thomas M. Cleary  
Assistant Vice President  
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March, <sup>1984</sup> 1983, by Thomas M. Cleary as Assistant Vice President of AMERIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a United States corporation, on behalf of said corporation.

Cynthia J. Ikenn  
Notary Public

My Commission Expires:

Notary Public State of Florida at Large  
My Commission Expires Dec 17

LEMONDE



BISCAYNE

SARASOTA: (813) 921-7251

PORT CHARLOTTE: (813) 629-8309

VENICE: (813) 493-8000

DESCRIPTION: SECTION FIVE

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Commence at the Northwest corner of Section 36, Township 38 South, Range 18 East, Sarasota County, Florida; thence N 89°59'42" E, along the North boundary line of said Section 36, for a distance of 1315.87 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 36; thence S 0°54'55" W, along the East boundary line of said Northwest 1/4 of the Northwest 1/4 of Section 36, for a distance of 1062.12 feet; thence S 20°37'15" W, 723.06 feet to a Point of Beginning; thence N 87°07'27" W, 20.48 feet; thence S 19°51'34" W, 317.13 feet; thence S 89°56'03" E, 103.22 feet; thence Easterly, along a curve concave to the North, having a radius of 262.0 feet, a Delta angle of 99°47'07", an Arc distance of 44.73 feet, a chord bearing N 86°03'43" E and a chord distance of 44.73 feet to a point of reverse curve; thence Southwesterly, along said curve being concave to the Southwest, having a radius of 20.0 feet, a Delta angle of 99°47'07", and an Arc distance of 14.81 feet, a chord bearing of S 48°56'17" E, and a chord distance of 30.55 feet; thence S 0°57'17" W, 113.11 feet; thence N 89°02'43" W, 9.05 feet; thence S 0°47'17" W, 394.18 feet; thence N 89°02'42" E, 240 feet, more or less, to the Westerly shoreline of an existing canal; thence Northeasterly, along said shoreline 520 feet, more or less, to the Southerly shoreline of an existing canal; thence Westerly, along said shoreline, 415 feet, more or less, to the Westerly shoreline of the end of said canal; thence Northerly along said shoreline, 20 feet, more or less, to a point that lies S 89°02'43" E, from a point that lies S 45°07'15" E, 118.73 feet from the Point of Beginning; thence N 89°02'43" W, 8 feet, more or less to said point that lies S 45°07'15" E, 118.73 feet from the Point of Beginning; thence S 19°51'34" W, 1062.12 feet, a chord bearing of N 14°49'00" E and a chord distance of 23.09 feet to a point of reverse curve; thence Northeasterly, along a curve concave to the Northeast, having a radius of 262.0 feet, a Delta angle of 7°58'46", and an Arc distance of 36.49 feet, a chord bearing of N 64°01'13" E and a chord distance of 36.46 feet; thence N 60°01'57" E, 130.05 feet; thence Easterly, along a curve concave to the Southeast, having a radius of 20.0 feet, a Delta angle of 7°58'27", and an Arc distance of 32.92 feet, a chord bearing N 63°59'41" E and a chord distance of 32.92 feet; thence S 4°57'10" E, 124 feet, more or less, to the Northerly shoreline of an existing canal; thence Easterly, along said shoreline, 310 feet, more or less, to the Southerly shoreline of an existing canal; thence Westerly, along said shoreline, 850 feet, more or less, to a point that lies N 1°56'00" E, from the Point of Beginning; thence S 1°56'00" W, 127 feet, more or less, to the Point of Beginning.

TOGETHER WITH AND SUBJECT TO: the following described non-exclusive easements for ingress and egress.

From the Northwest corner of Section 36, Township 38 South, Range 18 East, Sarasota County, Florida; Thence N 89°59'42" E, along the Northerly boundary line of said Section, 1315.87 feet to the 1/4-1/4 line of said Section 36; thence S 0°54'55" W, along said 1/4-1/4 Section line, 1270.36 feet; thence N 87°44'05" E, 1062.12 feet; thence S 31°30'12" W, 451.33 feet; thence S 19°51'27" W, 317.13 feet; thence S 19°51'34" W, 316.26 feet to a POINT OF BEGINNING; thence Southeasterly along a curve concave to the South, having a radius of 339.00 feet, a Delta angle of 12°30'20" and an Arc distance of 73.99 feet; thence S 69°27'43" E, 220.26 feet; thence along a curve, concave to the North, having a radius of 436.00 feet, a delta angle of 67.88 feet; thence N 81°58'03" W, 50.17 feet, more or less to the Shoreline of an existing canal; thence Northerly along said shoreline, 39 feet, more or less to a point that lies N 81°58'03" W from the POINT OF BEGINNING; thence S 89°56'03" E, 39 feet, more or less to the POINT OF BEGINNING.

Also: From the Northwest corner of Section 36, Township 38 South, Range 18 East, Sarasota County, Florida; Thence N 89°59'42" E, along the Northerly boundary line of said Section, 1315.87 feet to the 1/4-1/4 line of said Section 36; thence S 0°54'55" W, along said 1/4-1/4 Section line, 1270.36 feet; thence N 87°44'05" E, 1062.12 feet; thence S 31°30'12" W, 451.33 feet; thence S 19°51'27" W, 317.13 feet; thence S 19°51'34" W, 316.26 feet; thence Northeasterly along a curve concave to the South, having a radius of 339.00 feet, a delta angle of 12°30'20" and an Arc distance of 73.99 feet; thence S 69°27'43" E, 220.26 feet; thence along a curve, concave to the North, having a radius of 436.00 feet, a delta angle of 67.88 feet; thence N 81°58'03" W, 50.17 feet, more or less to the Shoreline of an existing canal; thence Northerly along said shoreline, 39 feet, more or less to a point that lies N 81°58'03" W from the POINT OF BEGINNING; thence S 89°56'03" E, 39 feet, more or less to the POINT OF BEGINNING; thence S 89°56'03" E, 508.05 feet; thence along a curve, concave to the North, having a radius of 286.00 feet, a delta angle of 16°34'23" and an Arc distance of 82.73 feet; thence N 73°21'40" E, 243.45 feet; thence along a curve, concave to the North, having a radius of 75.00 feet, a delta angle of 12°44'00" and an Arc distance of 16.67 feet; thence along a curve, concave to the South, having a radius of 130.00 feet, a delta angle of 28°40'00" and an Arc distance of 50.03 feet; thence along a curve, concave to the South, having a radius of 464.00 feet, a delta angle of 15°12'20" and an Arc distance of 123.14 feet; thence along a curve, concave to the North, having a radius of 96.00 feet, a delta angle of 42°00'00", and an Arc distance of 70.37 feet; thence N 62°30'00" E, 89.60 feet to the Westerly Right-of-Way line of U.S. Highway No. 41 (S.R.No.45); thence S 29°38'59" E, along said Right-of-Way line, 27.67 feet; thence N 60°21'01" E, along said Right-of-Way line, 9.82 feet (Calc.); thence along a curve, concave to the West said curve also being said Right-of-Way line, having a radius of 1817.86 feet, a delta angle of 1°09'26" and an Arc distance of 36.72 feet; thence S 62°30'00" W, 100.75 feet; thence along a curve, concave to the North, having a radius of 160.00 feet; a delta angle of 42°00'00" and an Arc distance of 117.29 feet; thence along a curve, concave to the South, having a radius of 400.00 feet, a delta angle of 15°12'20" and an Arc distance of 136.15 feet; thence along a curve, concave to the North, having a radius of 1000.00 feet, a delta angle of 50°45'2" and an Arc distance of 88.68 feet; thence along a curve concave to the South, having a radius of 75.00 feet, a delta angle of 21°00'52" and an Arc distance of 27.51 feet; thence S 73°21'40" W, 180.92 feet; thence along a curve, concave to the North, having a radius of 314.00 feet, a delta angle of 16°34'23" and an Arc distance of 90.83 feet; thence S 89°56'03" W, 533.05 feet; thence N 00°03'57" W, 14.00 feet; thence S 89°56'03" W, 533.05 feet; thence N 00°03'57" W, 14.00 feet; thence N 89°56'03" E, 25.00 feet; thence N 00°03'57" W, 14.00 feet to the POINT OF BEGINNING.

Also: A Non-exclusive Easement for Ingress and Egress, being a 24 foot Right-of-Way, lying 12.0 feet on each side of the following described centerline:

From the Northwest corner of Section 36, Township 38 South, Range 18 East, Sarasota County, Florida; thence N 89°59'42" E, along the Northerly boundary line of said Section, 1315.87 feet to the 1/4-1/4 line of said section 36; thence S 0°54'55" W, along said 1/4-1/4 Section line, 1270.36 feet; thence N 87°44'05" E, 1062.12 feet; thence S 31°30'12" W, 451.33 feet; thence S 19°51'27" W, 317.13 feet; thence S 19°51'34" W, 316.26 feet; thence S 89°56'03" E, 103.22 feet; thence Easterly, along a curve concave to the North, having a radius of 262.0 feet, a Delta Angle of 99°47'07" and an Arc distance of 44.73 feet, a chord bearing N 86°03'43" E and a chord distance of 44.73 feet to a point of reverse curve; thence Southwesterly, along said curve being concave to the Southwest, having a radius of 20.0 feet, a Delta Angle of 99°47'07", and an Arc distance of 14.81 feet, a chord bearing of S 48°56'17" E, and a chord distance of 30.55 feet; thence S 0°57'17" W, 113.11 feet; thence N 89°02'43" W, 9.05 feet; thence S 0°47'17" W, 394.18 feet; thence N 89°02'42" E, 240 feet, more or less, to the Westerly shoreline of an existing canal; thence Northeasterly, along said shoreline 520 feet, more or less, to the Southerly shoreline of an existing canal; thence Westerly, along said shoreline, 415 feet, more or less, to the Westerly shoreline of the end of said canal; thence Northerly along said shoreline, 20 feet, more or less, to a point that lies S 89°02'43" E, from a point that lies S 45°07'15" E, 118.73 feet from the Point of Beginning; thence N 89°02'43" W, 8 feet, more or less to said point that lies S 45°07'15" E, 118.73 feet from the Point of Beginning; thence S 19°51'34" W, 1062.12 feet, a chord bearing of N 14°49'00" E and a chord distance of 23.09 feet to a point of reverse curve; thence Northeasterly, along a curve concave to the Northeast, having a radius of 262.0 feet, a Delta Angle of 7°58'46", and an Arc distance of 36.49 feet; thence N 64°01'13" E and a chord distance of 36.46 feet; thence N 60°01'57" E, 130.05 feet; thence Easterly, along a curve concave to the Southeast, having a radius of 20.0 feet, a Delta Angle of 7°58'27", and an Arc distance of 32.92 feet, a chord bearing N 63°59'41" E and a chord distance of 32.92 feet; thence S 4°57'10" E, 124 feet, more or less, to the Northerly shoreline of an existing canal; thence Easterly, along said shoreline, 310 feet, more or less, to the Southerly shoreline of an existing canal; thence Westerly, along said shoreline, 850 feet, more or less, to a point that lies N 1°56'00" E, from the Point of Beginning; thence S 1°56'00" W, 127 feet, more or less, to the Point of Terminus.

EXHIBIT "A" TO DECLARATION

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