

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. Mortgagees 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 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, 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.

E. The remedy for violation provided by the Condominium Act shall be in full force and effect. The prevailing party in any actions set forth in F.S. 718.303 shall be entitled to recover reasonable attorneys fees.

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.

ARTICLE XXIII  
EXPANSION OF CONDOMINIUM

A. Reservation of Right.

The Developer reserves the right to construct up to 5 additional Units on that certain real property more fully described on Exhibit B attached hereto and shown as Phases I, II, III, IV, and VI, on Exhibit B. The descriptions contained in

Exhibit B contain legal descriptions, plot plans and surveys showing the approximate location of all existing and proposed improvements that may ultimately be contained within the Condominium. The Developer reserves the right to modify the plot plan and make nonmaterial changes in the legal description of the Phases which permit:

- (1) addition of any Phase, in any order or parts of them, in any order;
- (2) a minimum number of Units in each phase to be one (1) and the maximum number of Units in each phase to be one (1);
- (3) the general size of Units in any Phase to be a minimum of 1800 square feet and a maximum of 18,000 square feet;
- (4) the construction of different types of residences on Units with a minimum of one bedroom and maximum of three bedrooms;
- (5) the construction of different types of residences on Units with a minimum of one bathroom and a maximum of three bathrooms;
- (6) the construction of different types of buildings on Units with a maximum of one floor below ground level and three floors above ground level; and
- (7) the construction of different types of buildings on Units constructed with exteriors primarily of brick, wood, stucco, asphalt, vinyl, tile or other standard building materials substantially consistent with the quality of construction of the building in Phase V.

The Developer shall be entitled to submit said real property (or any portion thereof) and all improvements constructed thereon to the Condominium by filing an amendment to the Declaration, which shall be executed by the Developer and all persons having record title to the interest in the land being submitted to condominium ownership and shall be consistent with the provisions of the Declaration and shall contain or provide for the following matters: (a) a statement submitting the additional land to condominium ownership as an addition to the Condominium; (b) the legal description of the land being added to the Condominium; (c) an identification by letter, name or number, or a combination thereof, of each Unit within the land added to the Condominium, to ensure that no Unit in the Condominium, including the additional land, will bear the same designation as any other Unit; (d) a survey of the additional land and graphic description of the improvements in which any Units are located and a plot plan thereof, and a certificate of surveyor, in conformance with F.S. 718.104(4); (e) the undivided share in the Common Elements appurtenant to each Unit in the Condominium stated as percentages or fractions which, in the aggregate, must equal the whole and must be determined in conformance with the manner of allocation set forth in the Declaration; and (f) the portions of percentages and manner of sharing Common Expenses and owning Common Surplus which for Units must be the same as the undivided share of the Common Elements.

B. Conditions Precedent to Filing of Amendment. The Developer shall have the right to file the Amendment prescribed herein if all of the following conditions precedent have been met:

- (1) The improvements constructed on the real property to be added to the Condominium pursuant to this Paragraph shall have been constructed in a manner substantially consistent with the quality of construction of the Condominium.

(2) All improvements constructed on the additional real property shall have been constructed in a good and workmanlike manner and the improvements shall be substantially complete.

(3) Developer shall notify owners of existing Units of the commencement of, or the decision not to add, one or more additional phases by certified mail addressed to each owner at the address of his Unit or at his last known address.

C. Amendments to Declaration. In the event Developer, in its sole discretion, elects to proceed to enlarge the Condominium by adding Phase I, Phase II, Phase III, Phase IV, and Phase VI, in any order or parts of them, in any order, the Developer shall execute an amendment or amendments to this Declaration which shall be filed for record in the public records for Sarasota County, Florida on or before seven years from the date of the recording of this Declaration. Failure of the Developer to file for record in the public records of Sarasota County, Florida, the amendment or amendments prescribed by this Declaration on or before seven years from the date of the recording of this Declaration, shall constitute an irrevocable decision on the part of the Developer not to add any additional real property to the Condominium and all further rights of the Developer to expand the Condominium shall cease and be of no further force or effect.

D. Assignability of Rights. The Developer shall be entitled to assign the rights reserved in this Declaration and all other rights under his Declaration to any person or entity to whom any portion of real property more fully described in Exhibit B attached hereto is transferred or mortgaged, including without limitation, Developer's Mortgagee.

E. Adjustment of Shares of Common Elements. Anything to the contrary contained in this Declaration notwithstanding, the proportion or percentage of the undivided share in the Common Elements of each Owner for all purposes shall be adjusted upon the filing of the Amendment(s) prescribed herein based upon the specified formula of each unit being equal to one (1), with the resulting proportion or percentage of the undivided share in the Common Elements of each Owner in the Condominium, as expanded, to equal the proportion or percentage which one (1) bears to the aggregate number of the original Units and all additional Units added to the Condominium.

F. Application of Declaration. Upon the filing of the Amendment(s) prescribed herein, all definitions contained in this Declaration shall be deemed amended to the extent necessary to cause the additional real property and the improvements described in such Amendment to be treated as fully an integral part of the Condominium as if said real property and improvements constituted a portion of the Condominium as of the Effective Date hereof.

G. Annual Assessments for Additional Units and Working Capital Reserve. The Annual Assessment for the balance of the then current fiscal year with respect to Units added to the Condominium pursuant hereto shall be equal to an amount determined by dividing the current Annual Assessment for the Condominium by 365 and multiplying the quotient by the number of days remaining in the then current fiscal year. Assessments regarding all of the additional Units shall commence upon the filing of the Amendment prescribed herein.

H. No Consent of Owners Required. The Developer, its successors and assigns, shall have the absolute right to expand the Condominium in accordance with this Declaration and to file the Amendment(s) prescribed herein without any action or consent on the part of any Owner or mortgage holder except Developer's Mortgagee provided, however, that to the extent any action on the part of any Owner is required by any third part to assure the expansion of the Condominium as provided herein, each Owner, in

accepting a deed to a Unit, agrees to undertake such action and/or provide such consents as are reasonably requested, and expressly appoints the Developer his due and lawful attorney-in-fact, with full power of substitution, to execute all documents reasonably required to evidence the requisite action or consent.

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on this 22nd day of February, 1991.

Signed, Sealed and Delivered in the Presence of:

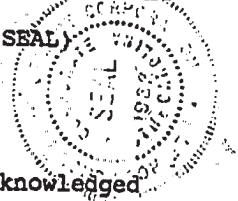
Amy K. Martin  
Rachel Weyss

LF ROSSIGNOL DEVELOPMENT CORPORATION, a South Carolina corporation, qualified to do business in Florida

By: [Signature]  
President

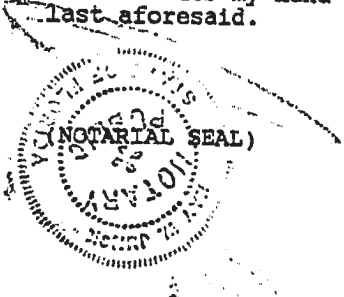
(CORPORATE SEAL)

STATE OF FLORIDA )  
  : ss  
COUNTY OF MANATEE )



The foregoing Declaration of Condominium was acknowledged before me this 22nd day of FEBRUARY, 1991, by LF ROSSIGNOL President of LF ROSSIGNOL DEVELOPMENT CORPORATION, a South Carolina corporation, qualified to do business in Florida, on behalf of and upon authorization by said corporation.

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



[Signature]  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 6/3/91





SURVEYOR'S CERTIFICATE

THE INLETS, A CONDOMINIUM, SECTION NINE

I, Timothy O. Mosby (Registered Land Surveyor No. 4732, State of Florida), a surveyor authorized to practice in the State of Florida, hereby certify that the construction of the improvements described in Exhibit A of the Declaration of Condominium of THE INLETS, A CONDOMINIUM, SECTION NINE attached hereto, consisting of four (4) pages, and Exhibit B to the Declaration of Condominium attached hereto, consisting of three (3) pages, is substantially complete so that the material, together with the provisions of the Declaration relating to matters of survey describing the condominium property is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements, limited common elements, and of each unit can be determined from these materials.

MOSBY ENGINEERING ASSOCIATES, INC.

By: Timothy O. Mosby  
Registered Land Surveyor No. 4732, Timothy O. Mosby  
State of Florida

(Seal)

Sworn to and subscribed before me this 25<sup>th</sup> day of Feb., 1991.

Maria L. Lamb  
Notary Public, State of Florida  
at Large

My Commission Expires: Aug. 4, 1993  
Notary Public, State of Florida  
My Commission Expires Aug. 4, 1993  
Insurance: Troy Fair - Insurance Inc.

EXHIBIT A

LAND

THE INLETS, A CONDOMINIUM, SECTION NINE PHASE V

Description: The Inlets, A Condominium, Section Nine - Phase V

A Parcel of land in Section 36, Township 38 South, Range 18 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Unit 76, The Condominium Plat of The Inlets, Section One, as recorded in Condominium Book 20 at Pages 31 through 31B of the Public Records of Sarasota County, Florida; thence North 89°56'03" East, along the Southerly right of way line of Inlets Boulevard (A private road easement) a distance of 221.39 feet for the point of beginning; Thence continue along said South line North 89°56'03" East, a distance of 20.00 feet; thence leaving said South line South 00°10'07" East, a distance of 80.22 feet; thence South 23°28'35" East, a distance of 46.18 feet; thence South 67°08'28" West, a distance of 114.49 feet; thence North 22°51'32" West, a distance of 70.00 feet; thence North 67°08'28" East, a distance of 102.77 feet; thence North 00°10'07" West, a distance of 62.80 feet to the point of beginning.

Containing 0.214 acres more or less.

Subject to the following:

- (a) taxes, pending municipal liens and easements existing and to be created for ingress and egress to the property and for utilities, parking and other purposes; and
- (b) conditions, restrictions, reservations, covenants, limitations, and easements existing against the property.

EXHIBIT "A"

Together with the following described private road and non-exclusive easements for ingress and egress and subject to the reservation hereby created by LF Rossignol Development Corporation in perpetuity for the benefit of itself, its successors, grantees, assigns and for all current and future property owners in The Inlets of an easement for ingress and egress across all private roads herein described on the following three (3) pages:

INLETS BOULEVARD PRIVATE ROAD EASEMENT FROM U.S. HIGHWAY 41 THROUGH THE INLETS TO SHORE ROAD PER SURVEY RECORDED IN FLAT BOOK 22, PAGES 38, 38A, and 38B.

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 00°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 for 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 20°36'14" and an arc distance of 156.79 feet; thence S 89°56'03" E, 123.00 feet; thence S 00°03'57" E, 14.00 feet; thence S 89°56'03" W, 25.00 feet; thence S 00°03'57" E, 14.00 feet; thence S 89°56'03" W, 98.00 feet; thence W 69°27'43" W, 220.26 feet; thence along a curve concave to the South, having a radius of 311.00 feet, a delta angle of 12°30'20" and an arc distance 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, 30 feet, more or less to a point that lies N 81°58'03" W from the Point of Beginning; thence S 81°58'03" E, 39 feet, more or less to the Point of Beginning.

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 00°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 20°36'14" and an arc distance of 156.79 feet; thence N 89°56'03" E, 123.00 feet for a Point of Beginning; thence continue N 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 100.00 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 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 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 106.15 feet; thence along a curve, concave to the North, having a radius of 1000.00 feet, a delta angle of 5°04'52" 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 N 89°56'03" E, 25.00 feet; thence N N 00°03'57" W, 14.00 feet to the Point of Beginning.

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 8°01'57" W, 14.0 feet for a Point of Beginning; thence N 81°58'03" W, 338.78 feet; thence Westerly along a curve concave to the South, having a Radius of 250.00 feet, a delta angle of 38°00'00" and an arc distance of 165.81 feet; thence S 60°01'57" W, 120.65 feet; thence Westerly, along a curve concave to the North, having a radius of 250.00 feet, a delta angle of 30°55'53" and an arc distance of 134.96 feet; thence N 89°02'10" W, 425.0 feet; thence Northwesterly, along a curve concave to the Northeast, having a radius of 150.0 feet, a delta angle of 81°00'00" and an arc distance of 212.06 feet; thence Northerly, along a curve concave to the East, having a radius of 1115.00 feet, a delta angle of 18°13'00" and an arc distance of 354.50 feet; thence N 10°10'50" E, 169.62 feet; thence Northerly, along a curve concave to the West, having a radius of 750.00 feet, a delta angle of 9°24'02" and an arc distance of 123.05 feet; thence N 0°46'48" E, 80.75 feet for a Point of Terminus.

CARRIAGE HOUSE LANE PRIVATE ROAD EASEMENT FROM INLETS BOULEVARD TO THE INLETS, A CONDOMINIUM, SECTION EIGHT, RECORDED IN PLAT BOOK 24, PAGE 17.

Commence at the Northeast corner of Unit 76, according to the Plat of the Inlets, Section One, A Condominium, as recorded in Condominium Book 20, pages 31-31B, of the Public Records of Sarasota County, Florida, said point lying on the south line of Inlets Boulevard (Private Road easement) as shown on said plat; thence, along said line, North 89°56'03" East, 420.91 feet for a Point of Beginning and on the arc of a curve to the left, whose center bears, South 00°03'57" East; thence, along the arc of said curve, having a radius of 10.00 feet, a central angle of 90°06'10", for an arc distance of 15.73 feet to the point of tangency; thence South 00°10'07" East, 253.96 feet to the point of curvature of a curve to the right; thence, along the arc of said curve, having a radius of 56.00 feet, a central angle of 64°00'00", for an arc distance of 62.55 feet to the point of reverse curvature of a curve to the left; thence, along the arc of said curve, having a radius of 138.00 feet, a central angle of 16°06'24", for an arc distance of 38.79 feet to the point of tangency; thence South 47°43'29" West, 118.95 feet to the point of curvature of a curve to the right; thence along the arc of said curve, having a radius of 87.00 feet, a central angle of 42°00'00", for an arc distance of 63.77 feet to the point of tangency; thence South 89°43'29" West, 57.28 feet; thence North 00°29'32" West, 24.00 feet, thence North 89°43'29" East, 57.37 feet to the point of curvature of a curve to the left; thence, along the arc of said curve, having a radius of 63.00 feet, a central angle of 42°00'00", for an arc distance of 46.18 feet to the point of tangency; thence North 47°43'29" East, 118.95 feet

to the point of curvature of a curve to the right; thence, along the arc of said curve, having a radius of 162.00 feet, a central angle of 16°06'24", for an arc distance of 45.54 feet to the point of reverse curvature of a curve to the left; thence, along the arc of said curve, having a radius of 32.00 feet, a central angle of 64°00'00", for an arc distance of 35.74 feet to the point of tangency; thence North 00°10'07" West, 197.50 feet to the point of curvature of a curve to the left; thence, along the arc of said curve, having a radius of 18.78 feet, a central angle of 45°00'00", for an arc distance of 14.75 feet to the point of reverse curvature of a curve to the right; thence, along the arc of said curve, having a radius of 18.78 feet, a central angle of 45°00'00", for an arc distance of 14.75 feet to the point of tangency; thence North 00°10'07" West, 30.00 feet to the point of curvature of a curve to the left; thence, along the arc of said curve, having a radius of 10.00 feet, a central angle of 89°53'50", for an arc distance of 15.69 feet to the point of tangency, said point lying on the South line of said Inlets Boulevard (Private Road Easement); thence, along said line, North 89°56'03" East, 55.00 feet to the point of beginning.

EXCLUDING FROM THE ABOVE DESCRIBED CARRIAGE HOUSE LANE PRIVATE ROAD EASEMENT THE FOLLOWING PORTION OF THE PRIVATE ROAD EASEMENT LOCATED ENTIRELY WITHIN THE INLETS, A CONDOMINIUM, SECTION EIGHT, WHICH PORTION OF SAID PRIVATE ROAD EASEMENT HAS BEEN RELOCATED AND IS NOW DESCRIBED IN A NEW 20 FOOT WIDE PRIVATE ROAD EASEMENT FOR SAID SECTION EIGHT, RECORDED IN O.R. BOOK 2199 AT PAGE 2810 AND CONDOMINIUM BOOK 28, PAGES 36 THROUGH 36F.

A parcel of land situated in Section 36, Township 38 South, Range 18 East, Sarasota County, Florida, being more particularly described as follows:

Commence at Northeast corner of Unit 76, a Condominium Plat of the Inlets, Section One, as recorded in C.B. 20, pages 31-31B of the Public Records of Sarasota County, Florida; thence N 89°56'03" E along the South line of Inlets Boulevard, a Private Road Easement, 398.89 feet to the centerline of a 24 foot wide Private Road Easement as shown on the Amended Condominium Plat of The Inlets, Carriage Homes D, as recorded in C.B. 25, pages 11-11B of the Public Records of Sarasota County, Florida; thence S 00°10'07" E along said centerline, 264.00 feet to a point of a curve; thence Southerly along said curve to the right, having a radius of 44.00 feet, a central angle of 43°45'55", on arc distance of 33.61 feet for a Point of Beginning, said point also being the Southeast corner of said Amended Condominium Plat of The Inlets, Carriage Homes D; thence S 66°49'31" E, 12.62 feet to a point on a curve; thence southwesterly along said curve to the right, having a radius of 56.00 feet, which bears N 50°54'48" W, a central angle of 24°44'41", an arc distance of 24.19 feet to a point of a reverse curve; thence Southwesterly along said curve to the left, having a radius of 138.00 feet, a central angle of 16°06'24", an arc distance of 38.79 feet to the point of tangency; thence S 47°43'29" W, 118.95 feet to a point of a curve; thence Southwesterly along said curve to the right, having a radius of 87.00 feet, a central angle of 42°00'00", an arc distance of 63.77 feet to the point of tangency; thence S 89°43'29" W 57.28 feet; thence N 00°29'32" W, 24.00 feet; thence N 89°43'29" E 57.37 feet to a point of a curve; thence Northeasterly along said curve to the left, having a radius of 63.00 feet, a central angle of 42°00'00", an arc distance of 46.18 feet to the point of tangency; thence N 47°43'29" E, 118.95 feet to the point of a curve; thence Northeasterly along said curve to the right, having a radius of 162.00 feet, a central angle of 16°06'24", an arc distance of 45.54 feet to a point of a reverse curve; thence Northeasterly along said curve to the left, having a radius of 32.00 feet, a central angle of 15°06'07", an arc distance of 8.43 feet to the Southerly line of said Amended Condominium Plat of The Inlets, Carriage Homes D; thence S 59°41'04" E along said Southerly line, 12.46 feet to the Point of Beginning. Containing 0.159 acres more or less.