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Prepared by and return to:
Kevin T. Wells, Esq.
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CERTIFICATE OF AMENDMENT



DECLARATION OF CONDOMINIUM
OF
CASA DEL LAGO, A CONDOMINIUM

We hereby certify that the attached Amended and Restated Declaration of Condominium of **CASA DEL LAGO, a Condominium**, the original Declaration of which was recorded at Official Records Instrument #2002079872 of the Public Records of Sarasota County, Florida) were adopted by the affirmative vote of not less than seventy-five percent (75%) of the entire membership of the Board of Directors of **CDL CONDOMINIUM ASSOCIATION, INC.** (herein, the "Association") and by not less than seventy-five percent (75%) of the total voting interests of the Association at the Annual Meeting of the Association held on January 28, 2010, as required by Article 18.2 of the Declaration of Condominium. The Association further certifies that the amendment(s) was proposed and adopted as required by the governing documents and applicable law.

DATED this 28th day of February, 2010.

Signed, sealed and delivered
in the presence of:

CDL CONDOMINIUM ASSOCIATION, INC.

sign: Debbie Green

By: Robert Bessom
Robert Bessom, President

print: Debbie Green

sign: Cassandra St John

print: Cassandra St John

Attest:

sign: Debbie Green

By: Maurice Schafer
Maurice Schafer, Secretary

print: Debbie Green

sign: Cassandra St John


[Corporate Seal]

print: Cassandra St John

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8th day of February, 2010, by Robert Bessom as President of CDL Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC


NOTARY PUBLIC-STATE OF FLORIDA
 Cassandra M. St. John
Commission #DD818533
Expires: AUG. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

sign Cassandra St. John
print Cassandra St. John
State of Florida at Large (Seal)
My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8th day of February, 2010, by Maurice Schafer as Secretary of CDL Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
 Cassandra M. St. John
Commission #DD818533
Expires: AUG. 28, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

sign Cassandra St. John
print Cassandra St. John
State of Florida at Large (Seal)
My Commission expires:

AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM

CASA DEL LAGO, A CONDOMINIUM

[Substantial rewording of Declaration. See existing Declaration for present text.]

KNOW ALL MEN BY THESE PRESENTS, that the membership of **CDL CONDOMINIUM ASSOCIATION, INC.** (herein, the "Association"), hereby approves this Amended and Restated Declaration of Condominium of Casa Del Lago, a Condominium. The original Declaration of Condominium is recorded at Official Records Instrument Number 2002079872 of the Public Records of Sarasota County, Florida. This Amended and Restated Declaration of Condominium is subject to all provisions of Chapter 718, Florida Statutes (2002), and all restrictions, reservations, covenants, conditions, limitations and easements of public record and as set forth or otherwise referred to herein, all of which shall be and constitute covenants running with the land or equitable servitude upon the land and shall be binding upon the land and shall be binding upon all unit owners as hereinafter defined, and their grantees, devisees, mortgagees, successors and assignees.

1. THE CONDOMINIUM ACT.

The provisions of Chapter 718 of the Florida Statutes (2002), (herein, the "Condominium Act") are incorporated herein by reference, and all provisions thereof shall apply to this Condominium to the extent necessary and proper. Further, where Chapter 718, Florida Statutes is permissive or to the extent that this Declaration is not in direct conflict with the provisions of said statute this Declaration shall prevail.

2. NAME AND LOCATION OF CONDOMINIUM.

The name of the Condominium is CASA DEL LAGO, A CONDOMINIUM (herein, the "Condominium"). The Condominium is located at 1000 Casa Del Lago Way, Venice, Florida 34292

3. DESCRIPTION OF THE LAND.

The lands which have previously submitted to the Condominium form of ownership are the lands specifically described in the attached Exhibit "A". The Condominium Plat for Casa Del Lago, a Condominium is record at Condominium Plat Book 35, Pages 28 through 28C of the Public Records of Sarasota County, Florida and is attached hereto as Exhibit "A".

4. DEFINITIONS.

The terms used in this Declaration of Condominium and Exhibits, Articles of Incorporation and Bylaws shall be defined and construed in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

4.1 **Assessment.** "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner.

4.2 **Association.** "Association" means **CDL CONDOMINIUM ASSOCIATION, INC.**, a not-for-profit corporation, which is and shall be the legal entity responsible for the operation and administration of this Condominium.

4.3 **Board.** "Board" or "Board of Directors" means the Board of Directors of **CDL CONDOMINIUM ASSOCIATION, INC.**, a not-for-profit Florida corporation.

4.4 **Bylaws.** "Bylaws" mean the Bylaws for the governing of **CDL CONDOMINIUM ASSOCIATION, INC.**, as amended from time to time.

4.5 **Common Elements.** "Common Elements" means the portions of the Condominium Property not included in the Units, as herein defined.

4.6 **Common Expenses.** "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties, including without limitation, those expenses specified in Section 718.115, Florida Statutes.

4.7 **Common Surplus.** "Common Surplus" means the excess of all receipts or revenues collected by the Association, including but not limited to Assessments, receipts and revenues which exceed Common Expenses.

4.8. **Condominium.** "Condominium" means that form of ownership of real property under which Units are subject to ownership by one or more owners, and appurtenant to each Unit as a part thereof is an undivided share in the Common Elements, and shall also mean CASA DEL LAGO, A CONDOMINIUM.

4.9 **Condominium Parcel.** "Condominium Parcel" means Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

4.10 **Condominium Property.** "Condominium Property" means and includes the lands that are subjected to the condominium form of ownership, whether or not contiguous, together with all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

4.11 Condominium Unit or Unit. "Condominium Unit" or "Unit" means a part of the Condominium Property which is subject to exclusive ownership, as defined in the Condominium Act, as further and specifically described in this Declaration and as designated on the Condominium Plat.

4.12 Declaration of Condominium. "Declaration of Condominium" or "Declaration" means the instrument by which the Condominium was created, as it may be amended from time to time.

4.13 Developer. "Developer" means CDL Land Corp., a Florida corporation.

4.14 Guest. "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 at the invitation of the unit owner or other permitted occupant, without the payment of consideration.

4.15 Institutional Mortgagee. "Institutional Mortgagee" means national or state banks, national or state savings and loan associations, insurance companies, FHA approved mortgage lenders and mortgage bankers holding a first mortgage on a Unit.

4.16 Limited Common Elements. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified in the Declaration.

4.17 Unit Owner or Owner of Unit. "Unit Owner" or "Owner of Unit" means a record owner of legal title to a Condominium Parcel.

4.18 Single Family. "Single Family" means one person or a group of two or more adults living together as a family and interrelated by bonds of consanguinity, marriage, or legal adoption, or not more than three adults living together as a family who may or may not be interrelated.

4.19 Surface Water Management System. "Surface Water Management System" shall mean that portion of the Condominium Property consisting of swales, inlets, culverts, lakes, outfalls, storm drains, and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water, including but not by way of limitation, that portion of the Condominium Property subject to the jurisdiction of the Southwest Florida Water Management District (herein, "SWFWMD") and the Sarasota County Natural Sciences Division.

5. DESCRIPTION OF CONDOMINIUM AND DEVELOPMENT PLAN.

The description of the Condominium and the plan for development of the Condominium are as follows:

5.1 Survey, Graphic Descriptions and Floor Plans. A survey and plot plan of the land which is described in Exhibit "A" shows all existing easements together with a graphic description of the buildings and improvements in which Units are located. Unit floor plans are described in attached Exhibit "B", and is made apart hereof.

THERE SHALL NOT BE CREATED ANY TIME-SHARE ESTATES OR FRACTIONAL OWNERSHIP IN ANY UNIT.

5.2 Units and Buildings. The Condominium consists of nine (9) Buildings. Each Building contains four (4) Units. There are a total of thirty-six (36) Units in this Condominium.

5.3 Undivided Share in the Common Elements and Share in the Common Expenses and Common Surplus Appurtenant to Each Unit.

A. Each Unit shall have as an appurtenance thereto an undivided one-thirty-sixth (1/36) share in the Common Elements, which undivided share is further described in Article 7 of this Declaration.

B. The Common Expenses shall be apportioned between and paid by the Unit Owners and the Unit Owners shall share in the Common Surplus in the percentages as set forth in Article 5.3.A. The share of Common Expenses and share of Common Surplus entitlement is further described in Article 7.

5.4 Unit Boundaries. Each Unit shall consist of that part of the improvements containing the Unit that lies within the boundaries of the Unit, which are as follows:

A. Each Unit consists of that area and volume of space enclosed by and contained within the unfinished upper boundaries, lower boundaries, and perimetrical boundaries as defined below:

(1) **Upper boundaries.** The upper boundaries shall be the unfinished surface (horizontal plane) of the ceiling of the Unit.

(2) **Lower boundaries.** The lower boundaries shall be the unfinished surface (horizontal plane) of the floor of the Unit.

(3) **Perimetrical boundaries.** The perimetrical boundaries shall be the unfinished inner surfaces of the perimeter walls of the Unit. When there is attached to the building a balcony, garage or other portion of the building serving only the Unit being bounded, then the interior unfinished surface of any such balcony, garage or building portion shall be included within and be a part of the Unit.

B. **Interior Dividing Wall.** The Unit shall include all interior dividing walls and partitions including the space occupied by such interior walls or partitions and balconies, excepting load bearing interior walls.

C. **Exterior Perimeter Walls/Load Bearing Walls.** The owner of each Unit shall not be deemed to own the unfinished surfaces of the exterior perimeter walls or the undecorated and/or unfinished surfaces of the interior load bearing walls. The Unit Owner shall be deemed to own all wallpaper, paint, plaster, carpeting and other furnishing materials affixed or installed as a part of the physical structure of the Unit.

D. **Floors and Ceilings.** The Unit Owners shall not be deemed to own the unfinished and/or undecorated surfaces of the perimeter floors and ceilings surrounding the Unit. The Unit Owner shall be deemed to own all tile, carpeting and floor coverings, as well as paint and plaster ceiling surfaces which shall be installed as a part of the physical structure of the Unit.

E. **Utility Equipment and Conduits.** The Unit Owner shall be deemed to own the pipes, wires, conduits, air passageways, ducts or other utility lines located within the Unit boundaries, as above described, and which service the Unit only. However, the Unit Owner shall not be deemed to own pipes, wires, conduits, air passageways, ducts or other utility lines running through or adjacent to the Unit which are utilized for or serve more than one Unit or the Common Elements, which items shall be made a part of the Common Elements.

F. **Air Conditioning/Heating.** Any air conditioning/heating equipment which services only a single Unit shall be considered part of said Unit and not a Common Element.

G. **Windows and Doors.** All windows and doors servicing a Unit shall be a part of the Unit. All glass, screen and screening shall be a part of the Unit.

5.5 **Common Elements.** The Common Elements shall include the following:

A. The land on which the improvements are located and all other lands included in the Condominium Property, whether or not contiguous.

B. All parts of the condominium building(s) and improvements which are not included within the Units, as "Units" are herein defined.

C. An easement of support in every portion of a Unit which contributes to the support of a building.

D. Installations for the furnishings of utility services to more than one Unit or to the Common Elements.

- E. Elevators and elevator shafts and stairwells, if applicable.
- F. All roadways and sidewalks being a part of the Condominium Property.
- G. The Surface Water Management System.
- H. All parking spaces and driveways, subject to the rights of Unit Owners to whom an assignment of right to use a Limited Common element has been made in accordance with the terms of Article 5.6.A below.
- I. All lighting, fixtures utilized to illuminate the Common Elements.
- J. All lawns, trees and landscaping.
- K. All exterior railings and exterior stairways.

5.6 Limited Common Elements.

A. Garages are Limited Common Elements. The exclusive use of each garage has previously been assigned to a designated Unit. Maintenance, repair and replacement of the automatic garage door opener and mechanisms, all interior spaces within the garages are the responsibility of the Unit Owner. Maintenance, repair and replacement of the garage door shall be the Unit Owner's responsibility. Painting of the exterior surface of the garage door and the maintenance of other exterior surfaces of the garages, shall be by the Association and shall be a Common Expense.

B. Unassigned Parking Spaces. All unassigned parking spaces shall be Common Elements.

C. Lanais. The lanais accessed through a Unit and serving exclusively a Unit shall be a Limited Common Element. The Unit Owner shall be responsible for regular cleaning and maintenance, excluding the painting of the wall, ceiling and floor surfaces of the lanais. No floor surface or covering may be installed on a lanai without the prior written approval of the Board of Directors. The maintenance, repair and replacement of any approved floor surface or enclosure shall be the responsibility of the Unit Owner. Maintenance, repair and replacement of screening, sliding glass doors and tracks, assemblies and framing thereof shall also be the responsibility of the Owner.

D. The Limited Common Elements are reserved for the use of the Units appurtenant thereto to the exclusion of other Units, and shall pass with a Unit as an appurtenance thereto with the exclusive right to use the Limited Common Elements so appurtenant.

5.7 Recreational Facilities. All recreational facilities constructed upon the land described in Exhibit "A" shall be Common Elements. All recreational facilities shall be available for use by all Owners of Units in **CDL CONDOMINIUM ASSOCIATION, INC.** as these facilities are Common Elements. All costs of ownership, maintenance, repair and replacement of such recreational facilities and improvements, including but not limited to maintenance and repair costs, taxes, utilities and insurance, shall be paid by the Association as a Common Expense.

6. EASEMENTS.

The following easements are expressly provided for and granted or reserved in favor of the Association, the Unit Owners, and all mortgagees and occupants of the Units in this Condominium, and their successors, assigns, guests, invitees, or other authorized occupants or visitors.

6.1 Utilities. Perpetual, non-exclusive easements are reserved throughout the Condominium Property as may be required for utility services which may have previously been provided by the Developer, its successors or assigns, or by any utility company to provide services to the Condominium. This grant of easement includes the right to install and maintain all necessary equipment upon the Condominium Property and to enter upon the Condominium Property to service same. In the event that any Unit, recreation area, Common or Limited Common Element encroaches upon any utility easement either granted or reserved hereby, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

6.2 Encroachments. In the event that any Condominium Unit or Common Element shall encroach upon any of the Common Elements of the Condominium or upon any other Unit, for any reason except for the intentional or negligent acts, then an easement shall exist to the extent of such encroachment for so long as the same shall exist.

6.3 Traffic. A perpetual easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, parking areas, elevators, recreation area facilities and other portions of the Common Elements as may from time to time be necessary and intended for such purpose and use for the purpose of going from one portion of the Condominium to another, and for vehicular traffic as maybe necessary for the Association, the Unit Owners, their tenants, guests and invitees; provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Unit.

6.4 Access. A perpetual easement shall exist for the purpose of ingress, egress, passage and entry in favor of all Unit Owners, their tenants, guests, invites, contractors, and the Association, its contractors, agents, employees, vendors, guests and invitees.

6.5 Maintenance. Perpetual, non-exclusive easements are reserved throughout the Common and Limited Common Elements of the Condominium for maintenance purposes in order to adequately maintain all such areas.

6.6 Roads. All Unit Owners and occupants of any Unit, their guests and invitees shall have an easement over any private roads constructed on the Condominium.

6.7 Irrevocable Right of Unit Access. Pursuant to Section 718.111(5), Florida Statutes, the Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the inspection, maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

7. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES AND VOTING RIGHTS.

7.1 Ownership of Common Elements and Common Surplus. Each Unit shall have and own an undivided one-thirty-sixth (1/36) interest in the Common Elements and Common Surplus.

7.2 Share of Common Expenses. Each Unit Owner shall be responsible for the payment of a proportionate share of the Common Expenses, which proportionate share shall be a percentage thereof equal to the undivided percentage interest as set forth in Article 7.1 above.

7.3 Voting Rights. Subject to the provisions of the Association Bylaws, a Unit Owner is entitled to one vote for each Unit owned. In the event that the Unit shall be owned by more than one individual, then all owners of such Unit shall agree upon and designate, in writing, the name of one of the individual Unit Owners of that Unit as the designated voter, which shall be filed with the Secretary of the Association. Only the Unit Owner so designated shall be entitled to vote for the Unit.

7.4 Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. The shares in the Common Elements

appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall be permitted.

8. MAINTENANCE, ALTERATION AND IMPROVEMENTS.

Responsibility for the maintenance, repair and replacement of the Condominium Property and restrictions upon alterations and improvements shall be as follows:

8.1 Common Elements and Limited Common Elements.

A. **By the Association.** The maintenance, repair, replacement and operation of the Common Elements, including the Surface Water Management System as more specifically described below, and items specified herein shall be the responsibility of the Association, and the expenses associated therewith shall be designated as Common Expenses.

B. **Surface Water Management System.** The maintenance, repair, replacement and operation of the Surface Water Management System, including, but not limited to, all lake banks, swales, ditches, retention and detention ponds within the Condominium Property, wherever located, shall be the responsibility of the Association, and the expenses associated therewith shall be designated as Common Expenses. If the Surface Water Management System, or related facilities, are not adequately maintained in accordance with Sarasota County and/or SWFWMD standards, or if the Association should fail to exist, Sarasota County and/or SWFWMD shall have the right, but not the obligation, to go onto the property submitted to these restrictions and perform all necessary operation, maintenance, and repair functions. Sarasota County and/or SWFWMD shall have the right to recover all expenses of such operation, maintenance, and repair by imposing and enforcing assessments, including the right to impose liens, as set forth in these restrictions.

C. **Alteration and Improvement.** The Association shall not materially alter the Common Elements or Limited Common Elements without prior approval of not less than two-thirds (2/3rds) of the Association's voting interests present (in person or by proxy) and voting at a duly-noticed membership meeting. Notwithstanding anything herein to the contrary, the Board of Directors may maintain, repair and/or replace the Common Elements without any Owner approval, even if such maintenance, repair or replacement results in a material alteration to the Common Elements. There shall be no change in the shares and rights of the Unit Owners in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvement.

8.2 Units and Limited Common Elements.

A. **By the Association.** The Association shall maintain, repair and replace at the Association's expense the following:

(1) Any and all load-bearing columns and load-bearing walls which shall contribute to support of more than one Unit, except the interior finish and surfaces of such columns and walls.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of the utility services contained in the portions of a Unit maintained by the Association and all such facilities contained within a Unit that services part or parts of the Condominium other than the Unit within which it is contained.

(3) The exterior front doors and frames and assemblies thereof.

(4) The exterior windows and exterior window frames of a Unit (but not the glass, screens, and screening).

(5) The exterior painting of a Unit.

B By the Unit Owner. The responsibility of a Unit Owner shall be as follows:

(1) To maintain, repair and replace at its sole expense all portions of the Unit, except the portions to be maintained, repaired or replaced by the Association, and including but not limited to all window glass, screens and screening, electric panels, electric wiring, electric outlets and fixtures, door bells and door knockers, air conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing, fixtures and connections within the Unit, interior surfaces of all walls, including drywall and plaster, floors, and ceilings and all other portions of his Unit or Limited Common Element located within the exterior boundary walls surrounding his cubical or space except the portions specifically to be maintain, repaired and replaced by the Association as set forth in Article 8.2.A. above.

(2) Not to cause or permit any alteration to the Condominium Property except the interior portions of the Unit, except as otherwise provided in Article 8.2.C. below. Unit Owner shall not cause or permit any alteration or modification of structural and load-bearing walls.

(3) Not to enclose, paint, or otherwise decorate or change the appearance of any portion of the exterior of the building, except as otherwise provided in Article 8.2.C. below

(4) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

C. Alteration and Improvement. A Unit Owner shall not alter or improve his Unit, the Common Elements or Limited Common Elements unless he has first obtained the written approval of the Association's Board of Directors. This includes but is

not limited to exterior modifications such as solar lighting, lanai enclosures or floor coverings, storm doors and shutters, door kick plates, etc. Upon obtaining such written Board approval, the Unit Owner may make such alteration or improvement at his sole and personal expense, provided all work shall be done without unreasonably disturbing the rights of other Unit Owners. All alterations and improvements shall be in compliance with all existing building codes. The Owner shall insure, maintain, repair, and replace any such alteration or improvement. Upon request of the Association, the Unit Owner shall promptly remove, transport, store and reinstall any such alteration or improvement. If the Unit Owner fails or refuses to do so, the Association may perform these services and assess the Unit and the Unit Owner accordingly. Such Assessment shall be collectable in the manner provided for other Assessments.

D. Failure to Repair. In the event that a Unit Owner shall fail or refuse to take any action required by the provisions of this Declaration, then the Association may enter into such Unit and/or the Limited Common Elements, upon reasonable notice and during reasonable hours, to inspect such Unit and/or Limited Common Elements and make necessary repairs and/or maintenance. The Association shall be entitled to assess the Unit Owner all costs of such repairs.

E. Surface Water Management System. It shall be the responsibility of each Owner to comply with the construction plans of the Surface Water Management System pursuant to Chapter 40D-4, F.A.C., approved and on file with SWFWMD. No Owner may construct or maintain any activity in the wetland, buffer areas, and upland conservation areas, if any, as described in the approved permit and the plat(s) for the Condominium Property unless prior approval is received from SWFWMD pursuant to Chapter 40D-4. It is each Owner's responsibility not to remove native vegetation that become established within the wet detention ponds. Removal includes dredging, the application of herbicides or algaecides, introduction of grass carp, and cutting. Owners should address any questions regarding authorized activities within the wet detention pond to SWFWMD, Venice Permitting Department. As used in this section, the terms "wetland", "buffer areas", "upland conservation areas" and "wet detention ponds" shall have the meaning set forth in the approved permits) for the Subdivision and the regulations of SWFWMD.

The Surface Water Management System for the Condominium Property shall be installed, operated and maintained by the Association in accordance with all permits and approvals issued by the controlling governmental authority. Furthermore, the Surface Water Management System shall not be adversely interfered with, changed or altered except pursuant to permits or approvals issued by the controlling governmental authority.

9. ASSESSMENTS.

The making and collection of Assessments against Unit Owners for Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

9.1 Share of Common Expenses. Each Unit Owner shall be liable for a share of the Common Expenses and shall share in any Common Surplus in accordance with the percentage ownership as stated in Article 7.1 of the Declaration. No Unit Owner shall have the right to withdraw or receive distribution of his share of the Common Surplus except upon termination of the Condominium as provided herein.

9.2 Payments. Each Unit Owner shall timely pay all maintenance fees, Assessments and installments. Any maintenance fees, Assessments and/or installments not paid by ten (10) days after the same is due shall bear interest until paid at the maximum legal rate of interest allowed by law. The Association shall also charge a late fee in the amount of five percent (5%) of the delinquent assessment installment or Twenty-five Dollars (\$25), whichever is greater.

9.3 Lien for Assessments. The Association shall have a lien on each Unit for any unpaid Assessments, accrued interest, late fees, and costs of collection, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. Said lien shall relate back to the recording of the original Declaration of Condominium in the public records, except as otherwise provided by law as to first mortgagees. The Claim of Lien shall state the legal description of the Unit, the name of the record owner thereof, the name and address of the Association, the assessment amount due and the date when due, and shall be recorded in the Public Records of Sarasota County, Florida. Said Claim of Lien shall continue for a period not to exceed one year after the lien has been recorded or until all sums secured by the lien shall have been fully paid, whichever shall first occur. Such claims of lien shall be signed and acknowledged by an officer or agent of the Association or by the managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of said lien. Liens shall be enforced in the same manner as a foreclosure of a mortgage on real property. In any such foreclosure of lien proceedings, the court, at its discretion, may require the Unit Owner to pay a reasonable rental for the Unit. The Association shall have the further right to bring suit against the Unit Owner to recover a money judgment for unpaid Assessments without waiving the lien securing the same. Any action to enforce a lien for unpaid Assessments shall be in accordance with the provisions of Florida Statute 718.116, as the same shall be amended from time to time.

The Association shall have the power to purchase a Condominium Unit at the foreclosure sale, and to thereafter hold, lease, mortgage or convey the same. When the mortgagee of a first mortgage of record obtains title to the Condominium Unit as a result of foreclosure of the existing first mortgage, such acquirer of title and its successors and assigns shall, as provided in Section 718.116(1)(b) or Section 718.116(1)(a), Florida Statutes, respectively, be liable for unpaid Assessments or Common Expenses by the Association pertaining to such Condominium Unit which became due and payable prior to the acquisition of title as a result of the foreclosure.

10. ASSOCIATION.

The operation of the Condominium shall be by **CDL CONDOMINIUM ASSOCIATION, INC.**, a corporation not-for-profit, created and existing under the laws of the State of Florida, which will fulfill its functions pursuant to the following provisions:

10.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto.

10.2 Bylaws. A copy of the Bylaws of the Association is attached hereto.

10.3 Authority. The Association shall have all of the powers and authority reasonably necessary to operate the Condominium as set forth in this Declaration, the Bylaws and the Articles of Incorporation of the Association, as those may be amended from time to time. Said Association shall also have all the powers and duties of an Association as set forth in the Condominium Act; the power to acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities; and the power to contract for the management of the Condominium and to delegate to the manager all of the powers and duties of the Association, except such as are specifically required by this Declaration or by the Bylaws or the Condominium Act to have the approval of the Board of Directors or the membership of the Association.

11. CDL CONDOMINIUM ASSOCIATION, INC.

Each Unit Owner is a member of the **CDL CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not-for-profit, and each Unit Owner, by virtue of ownership of a Condominium Unit, shall be bound by the terms, conditions, duties, liabilities and obligations under the Declaration and the Association's Articles of Incorporation and Bylaws. Each Unit Owner by virtue of acceptance of the deed of conveyance to their Unit, acknowledges that **CDL CONDOMINIUM ASSOCIATION, INC.**, has certain rights which supersede and are paramount to the rights of the Unit Owner, as more particularly provided in the instruments referred to in this Article, including the right of **CDL CONDOMINIUM ASSOCIATION, INC.** to levy Assessments against the Association and the Units in this Condominium and the lien rights in favor of said **CDL CONDOMINIUM ASSOCIATION, INC.**, and other rights as more fully set forth in said instruments. The aforesaid Association's Articles of Incorporation and Bylaws are attached to this Declaration with the same force and effect as though they were fully set forth herein.

12. INSURANCE.

Insurance, other than title insurance, which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

12.1 Authority to Purchase. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, the Common Elements, and the Condominium Property that is required to be insured by the Association pursuant to Section 718.111(11), Florida Statutes, as amended from time to time. All insurance policies upon the Condominium Property shall be purchased by the Association and the named insured shall be the Association, individually and as agent for the Unit Owners, naming them and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgage certificates, endorsements and memoranda of insurance to the mortgagees of Unit Owners. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

12.2 Responsibility of Individual Unit Owners. All improvements or additions to the Condominium Property that benefit fewer than all Unit Owners shall be insured by the Unit Owner or Owners having the use thereof, or may be insured by the Association at the cost and expense of the Unit Owners having the use thereof. Every hazard insurance policy issued or renewed on or after January 1, 2009, to an individual Unit Owner must contain a provision stating that the coverage afforded by such policy is excess coverage over the amount recoverable under any other policy covering the same property. Such policies must include special assessment coverage in an amount required by the Condominium Act (currently no less than \$2,000 per occurrence). An insurance policy issued to an individual Unit Owner providing such coverage does not provide rights of subrogation against the Association.

The Association shall require each Unit Owner to provide evidence of a currently effective policy of hazard and liability insurance upon request, but not more than once per year. Upon the failure of an Owner to provide a certificate of insurance issued by an insurer approved to write such insurance in this state within thirty (30) days after the date on which a written request is delivered, the Association may purchase a policy of insurance on behalf of an Owner. The cost of such a policy, together with reconstruction costs undertaken by the Association but which are the responsibility of the Unit Owner, may be collected in the manner provided for the collection of Assessments in Section 718.116, Florida Statutes.

It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal property, floor, wall and ceiling coverings within Units, or living expenses of any Unit Owners.

12.3 Insurance Coverage.

A. The Association shall insure all buildings and improvements upon the land and all personal property included in the Common Elements in the amount equal to the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The full insurable value shall be determined at least once every thirty-six (36) months or as otherwise required by the

Condominium Act. The Association may exclude foundation and excavation costs. Such coverage shall afford protection against the following:

(1) Every hazard insurance policy issued or renewed on or after January 1, 2009, for the purpose of protecting the Condominium shall provide primary coverage for:

a. All portions of the Condominium Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.

b. All alterations or additions made to the Condominium Property or Association property pursuant to Section 718.113(2), Florida Statutes.

c. The coverage shall exclude all personal property within the Unit or Limited Common Elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing.

(2) 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.

(3) Loss or damage by fire or other hazards covered by standard extended coverage endorsement.

B. **Public Liability.** In such amounts and in such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner, and also with waiver of the insured's right of subrogation if reasonably available.

C. **Workers' Compensation.** If required by state law, Workers' Compensation insurance shall be carried in an amount sufficient to meet the requirements of the Florida Workers' Compensation Law.

D. **Other Insurance.** The Association may, at its option, purchase and maintain in full at all times such other insurance and in such amounts as the Board of Directors shall from time to time determine to be desirable. The premiums of such additional insurance policies shall be a Common Expense.

12.4 **Insurance Deductibles.** When determining the adequate amount of hazard insurance coverage, the Association may consider deductibles as determined by this subsection. Policies may include deductibles as determined by the Board. The deductibles shall be consistent with industry standards and prevailing practice for

communities of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated. The deductibles may be based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained. The Board shall establish the amount of deductibles based upon the level of available funds and predetermined assessment authority at a Board meeting. Such a Board meeting shall be open to all Unit Owners. The notice of such Board meeting must satisfy the requirements of Article 3.6 of the Bylaws.

12.5 Association as Agent. The Association is irrevocably appointed agent for each 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 execute and deliver releases upon the payment of claims.

12.6 Insurance Trustee and Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interest may appear, and shall provide that all proceeds in an amount of \$10,000.00 or more covering property losses shall be paid to an Insurance Trustee to be approved by the Board of Directors of the Association. The Association may act as the Insurance Trustee or it may be a savings and loan or other qualified lending institution having offices in Florida, and possessing the requisite trust powers. Said trustee shall hereinafter be referred to as "Insurance Trustee". All proceeds less than \$10,000.00 shall be handled by the Association. The duty of the Insurance Trustee shall be to receive such proceeds as they are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

A. Common Elements. Proceeds on account of damage to Common Elements shall be held with an undivided share for each Unit Owner of the Condominium, such share being the same as the share of the Common Elements previously set forth in Article 5.3 herein.

B. Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the building is to be restored for the Owners of damaged Units, in proportion to the cost of repairing the damages suffered by each Unit Owner, which cost shall be determined by the Board of Directors of the Association.

(2) When the building is not to be restored for the Owners or the Units in such building, in undivided shares being the same as their respective shares in the Common Elements as previously herein shown.

C. **Mortgagees.** In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interest may appear; provided however, that no mortgagee shall have any right to determine as to whether or not any damage to property shall be reconstructed or repaired except as may be provided for in this Article and Article 13 hereafter.

12.7 **Distribution of Proceeds.** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to and for the benefit of the beneficial owners in the following manner:

A. **Expenses of Trustee.** All expenses of the Insurance Trustee shall be first paid or provisions made therefore.

B. **Reconstruction or Repair.** If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners. Remittances to Unit Owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

C. **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere herein provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to the Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

D. **Certificate.** In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President, and its Secretary, and by the Association Managing Agent as to the names of the Unit Owners and their respective share of the distribution.

12.8 **Lender's Notices.** Upon written request by a mortgagee to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the Unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss which affects a material portion of the project or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

B. Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such

eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

D. Any proposed action which would require the consent of a specified percentage of mortgage holders.

12.9 Amendment. This Article 12 of the Declaration may be amended without regard to any requirement for approval by mortgagees of amendments affecting insurance requirements for the purpose of conforming the Declaration to the coverage requirements of Section 718.111(11), Florida Statutes.

13. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

13.1 Determination to Reconstruct or Repair. If any part of the Condominium shall be damaged by casualty, whether or not it shall be constructed or repaired shall be determined in the following manner:

A. **Common Elements.** If the damaged improvement is a Common Element the same shall be reconstructed or repaired, unless the damages to the building containing such Common Element extend to the Units in which case the provisions of Article 13.1.B. below shall apply.

B. Building.

(1) **Partial Destruction.** If the damaged improvement is one of the buildings and less than 90% of the amount of the insurance applicable to such building is forthcoming by reason of such casualty, then the building shall be reconstructed and repaired unless 75% of the owners and all of the institutional mortgagees holding first mortgages upon the Units contained within such building shall within one hundred twenty (120) days after casualty agree in writing that the same shall not be reconstructed or repaired.

(2) **Total Destruction.** If the damaged improvement is one of the buildings and 90% or more of the amount of the casualty insurance applicable to such building is forthcoming by reason of such casualty, then the building shall not be reconstructed or repaired unless within one hundred twenty (120) days after casualty 75% of the owners of the Units and all institutional mortgagees holding first mortgages upon the Units contained within said buildings shall, within one hundred twenty (120) days after the casualty, agree in writing that the same shall be reconstructed or repaired.

C. **Certificate.** The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or the Managing Agent to determine whether or not the Unit Owners have made a decision whether or not to reconstruct or repair.

13.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building, or if not, in accordance with the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is a building housing Units, then by the owners of all the damaged Units therein, which approval shall not be unreasonably withheld. The approval of the plans and specifications of institutional first mortgagees holding mortgages on the Units involved must also be obtained prior to reconstruction.

13.3 Responsibility for Repair After Casualty. Any portion of the Condominium Property required to be insured by the Association against casualty loss pursuant to Article 12 which is damaged by casualty shall be reconstructed, repaired, or replaced as necessary by the Association as a Common Expense. All hazard insurance deductibles, uninsured losses, and other damages in excess of hazard insurance coverage under the hazard insurance policies maintained by the Association are a Common Expense of the Condominium, except that:

A. A Unit Owner is responsible for the costs of repair or replacement of any portion of the Condominium Property not paid by insurance proceeds, if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the Declaration or the rules of the Association by a Unit Owner, the members of his or her family, Unit occupants, tenants, guests, or invitees, without compromise of the subrogation rights of any insurer as set forth herein.

B. The provisions of this Article 13 regarding the financial responsibility of a Unit Owner for the costs of repairing or replacing other portions of the Condominium Property also apply to the costs of repair or replacement of personal property of other Unit Owners or the Association, as well as other property, whether real or personal, which the Unit Owners are required to insure under Article 12.3.

C. To the extent the cost of repair or reconstruction for which the Unit Owner is responsible under this Declaration is reimbursed to the Association by insurance proceeds, and, to the extent the Association has collected the cost of such repair or reconstruction from the Unit Owner, the Association shall reimburse the Unit Owner without the waiver of any rights of subrogation.

D. The Association is not obligated to pay for repair or reconstruction or repairs of casualty losses as a Common Expense if the casualty losses were known or should have been known to a Unit Owner and were not reported to the Association until after the insurance claim of the Association for that casualty was settled or resolved with finality, or denied on the basis that it was untimely filed.

E. The Association is not obligated to pay for any reconstruction or repair expenses due to casualty loss to any improvements installed by a current or former Unit Owner or by the Developer if the improvement benefits only the Unit for which it was installed and is not part of the standard improvements installed by the Developer on all Units as part of original construction, whether or not such improvement is located within the Unit. This paragraph does not relieve any party of its obligations regarding recovery due under any insurance implemented specifically for any such improvements.

13.4 Estimates of Cost. When the Association shall have the responsibility of reconstruction or repair, prior to commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

13.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair for which the Association is responsible, Assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs previously incurred or to be incurred. The Assessments shall be made as a Common Expense.

13.6 Construction Funds. The funds for the payment of the cost of reconstruction and repair after casualty which shall consist of the proceeds of insurance held by the Association and funds collected by the Association from Assessment against such Unit Owners shall be disbursed in payment of such costs in the following manner:

A. **Association.** All reconstruction work after a casualty loss shall be undertaken by the Association except as otherwise authorized in this Article. A Unit Owner may undertake reconstruction work on portions of the Unit with the prior written consent of the Association's Board of Directors. However, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. A Unit Owner shall obtain all required governmental permits and approvals prior to commencing reconstruction.

B. **Unit Owner.** Unit Owners are responsible for the cost of reconstruction of any portions of the Condominium Property for which the Unit Owner is required to carry casualty insurance, and any such reconstruction work undertaken by the Association shall be chargeable to the Unit Owner and enforceable as an assessment pursuant to Section 718.116, Florida Statutes. The Association must be an additional named insured and loss payee on all casualty insurance policies issued to Unit Owners.

C. **Association shall Act as Insurance Trustee.** The proceeds of insurance collected on account of a casualty and the sums deposited with the Association for collection of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of the construction and repair in the following manner:

(1) **Unit Owner.** The portion of insurance proceeds representing damage for which the responsibility of construction and repair lies with the Unit Owner shall be paid by the Association to the affected Unit Owner, or if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly, who shall use such proceeds to repair the Unit.

(2) **Association Lesser Damage.** If the amount of estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$250,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(3) **Association Major Damage.** If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is more than \$250,000.00, then the construction fund shall be disbursed in payment of such cost in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) **Surplus.** It shall be presumed that the first monies disbursed in payment of cost of construction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except however, that the part of a distribution to a beneficial owner which is in excess of the assessment paid by such Owner into the construction fund shall not be made payable to any mortgagee.

14. RESPONSIBILITIES OF UNIT OWNERS AND USE RESTRICTIONS.

In addition to all other obligations and duties of Unit Owners as set forth in this Declaration, every Unit owner shall have these additional responsibilities.

14.1 Assessments. Every Unit Owner shall promptly and timely pay maintenance fees and Assessments when levied by the Association.

14.2 Rule Compliance. To fully comply with all rules and regulations established by the Association's Board of Directors from time to time.

14.3 Document Compliance. To fully comply with the following restrictions governing the use of Condominium Property and Units:

A Single Family Use; Occupancy Restriction. No Unit may be used for any purpose other than single family residence. Notwithstanding anything herein to the contrary, the maximum overnight occupancy of any Unit shall not exceed two (2) adults per bedroom. No commercial, business, industrial or trade use shall be made of

or upon a Unit, except the Association is excluded from the general prohibition on the conduct of business given its duties and responsibilities under these documents and applicable law. However, Unit Owners may conduct limited professional or business activities if confined solely within their Unit, but only if 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 an increase in pedestrian or vehicular traffic, nor shall any activities be permitted that would increase the insurance risk of other Unit Owners, or the Association, or constitute a dangerous activity.

B. **Pets.** Not more than two (2) pets shall be permitted for owner-residents. No additional pets or animals shall be kept or maintained in the Condominium Unit. Tenants, guests, and invitees shall not be permitted to allow, keep or maintain pets or animals on the Condominium Property. Family members shall be permitted to bring their pets onto the Condominium Property.

C. **Parking and Vehicle Types.** There shall be no parking of boats, commercial trucks, trailers, motorcycles or any vehicles other than passenger vehicles (i.e., cars, vans, sport utility vehicles, and non-commercial passenger pick-up trucks) in any parking area except locations which may be designated by the Association's Board of Directors for such specific purposes, if any. A commercial vehicle shall be any vehicle that: (a) is registered, licensed or used as such, (b) displays a commercial logo, advertisement, marking or lettering, or (c) has commercial equipment that is visible on the exterior of the vehicle.

D. **Window Coverings.** No reflective window coverings shall be permitted on the windows of a Unit.

E. **Antennas and Exterior Items.** No antennas, basketball backboards, poles or hoops, bird feeders or other structures or items shall be permitted on the exterior of a Unit or the Common Elements without the prior written approval of the Board of Directors.

F. **Signs.** Except for signs approved in advance in writing by the Association's Board of Directors, there shall be no signs placed on or in the exterior of a Unit, showing through the window of a Unit, or on or in the Common Elements or Limited Common Elements. The Association's Board of Directors shall be permitted to post signs on the Condominium Property as it determines to be in the interests of the membership.

15. SALE, RENTAL, LEASE OR TRANSFER.

15.1 **Association's Option to Purchase Unit.** In the event any Unit Owner desires to sell or transfer title to his Unit, the Association shall have the option to purchase any such Unit upon the same terms and conditions as are offered by the Unit Owner to any third party, subject to the following provisions:

A. Prior to sale or transfer of any Unit to any person other than the transferor's spouse or member of his immediate family (that is, parents or children), the Unit Owner shall notify the Board of Directors in writing of the name and address of the person to whom the proposed sale or transfer is to be made, the terms and conditions thereof together with a copy of the purchase agreement and such other information as may be reasonably required by the Board. The thirty (30) day time period shall not begin to run until the Association has received all required documentation, requested information and the transfer fee required herein. The Board shall have thirty (30) days to notify the Unit Owner of its decision.

B. If the proposed sale or transfer is bona fide but the Board disapproves the same and exercises its option to purchase, when the Board notifies the Unit Owner of its exercise of the option, it shall deliver to the Unit Owner the deposit required under the terms of the proposed sale within the above-mentioned thirty (30) days and shall then be obligated to close the sale of the Unit in accordance with the terms and conditions of the proposed sale previously furnished to it. If the Board furnishes the notice to the Unit Owner that it exercises its option but fails to deliver the required deposit, such action shall be the equivalent of its consent which may be established as provided in the procedures in the preceding Subparagraph

(1) If the Board notifies the Unit Owner that it exercises the option and accompanies its notice with the required deposit, the Association's obligation to purchase the Unit as provided herein may be assigned to any member or members of the Association. The member or members to whom the Association's obligation to purchase may be assigned shall be determined solely by the Association.

(2) Thereupon, the Selling Unit Owner may either close the proposed sale of its Unit with the Association or a member or members to whom its obligation to purchase the Unit has been assigned or withdraw the offer specified in its notice to the Board. If neither the Association nor an assignee member or members close the proposed sale under the terms and conditions of said notice, the deposit previously delivered by the Association to the Unit Owner shall be forfeited by the Association and retained by the Unit Owner who may then consummate the transaction with the party who made the original bona fide offer. To perfect title in its transferee, an affidavit executed by the Selling Unit Owner specifying the manner in which the terms hereof have been complied with shall be recorded with the deed conveying title to the Unit being sold.

(3) If the proposed transfer is not a bona fide sale, nor excluded by the provisions of this Article, then the fair market value as determined from an independent appraisal shall be used for the transfer price.

15.2 Lease of Unit. There shall be no lease or transfer of possession of a Unit without the prior written approval of the Board. The Board shall have the right to require that a uniform form of lease be used. Any Unit Owner desiring to lease or deliver

possession of a Unit shall submit to the Board an application for approval, which application shall be in writing and on a form approved by the Association, which shall provide the name, address and telephone number of the desired tenant or transferee, the names of all intended occupants of the Unit, together with such other information as the Board may reasonably require. The Board must either approve or disapprove the request for approval within thirty (30) days after its receipt of all required documentation, requested information and the transfer fee. The thirty (30) day time period shall not begin to run until the Association has received all such required documentation, requested information and transfer fee. If the Board fails to give the Unit Owner written notice of approval of the proposed lease within the foregoing thirty (30) day period, its failure to give such notice shall be the equivalent of its consent. If the Board disapproves the lease or transfer of possession, then the lease or transfer of possession shall not occur and the Association shall have no liability or obligation to the Unit Owner, proposed tenant or transferee.

15.3. Failure to Obtain Board Approval. Except as otherwise provided for herein, failure to timely notify or obtain the prior written approval of the Board of a proposed sale, mortgage, transfer, lease or transfer of possession shall be deemed a breach hereof, and any such transaction in contravention of this Article 15 shall be null and void and confer no right, title or interest to the intended purchaser, transferee, tenant or occupant, unless subsequently approved by the Board.

15.4 Mortgagee Exception. The provisions of this Article restricting the sale, transfer, lease or occupancy of a Unit shall not apply to an institutional mortgagee which acquired its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title, or through foreclosure proceedings,

15.5 Separation of Interest. A sale of a Unit shall include all of its appurtenances whether so stated or not, and appurtenances may not be sold separately from a Unit. A lease of a Unit shall include any parking space assigned to it and no parking space may be leased separately from the Unit to which it is assigned. No Unit may be partitioned or subdivided.

15.6 Application Fee; Right to Interview. The Association shall charge an application or transfer fee for any sale, transfer or lease in an amount not to exceed the maximum amount allowed by law. The Association may conduct a background and credit report on all proposed purchasers, transferees, tenants and occupants. If a person fails or refuses to cooperate with the Association conducting and obtaining such background and credit reports, then the person shall be deemed to have automatically withdrawn their request for Board approval required by this Article 15. The Board may, in its sole discretion, require an in-person interview with each proposed purchaser, tenant, transferee and occupant, and with each person who may reside in the Unit, prior to its approval of the proposed transaction. The notice and application for approval shall not be deemed complete until all interviews, if required, by the Board, are

conducted. The Board, in its sole discretion, may allow the interview to be conducted by telephone if an in-person interview would cause an undue hardship for the proposed purchaser, lessee or transferee.

15.7 Rental Restrictions and Owner's Agent. A Unit shall not be leased or rented for a term less than three (3) consecutive months or more often than four (4) times a calendar year. Only entire Units may be rented. Occupancy of a leased Unit shall only be by the approved tenant(s), his family and guests. All leases (written or verbal) shall be deemed to include all pertinent terms contained in this Declaration of Condominium and in the Association Rules. The Unit Owner expressly authorizes the Association to terminate a lease for cause, which includes but is not limited to any violation of the condominium document, rules or restrictions. If the Association Board of Directors terminates a lease for cause and elects to evict the tenant if owner fails or refuses to act, the Unit Owner agrees to promptly reimburse the Association its attorney's fees and costs, including appellate fees it incurs therein.

15.8 No Dual Use. When a Unit is leased, a tenant shall have all use rights in the Association property and those Common Elements otherwise readily available for use generally by Unit Owners and the Unit Owner shall not have such rights except as a guest. There shall be no dual usage of the Association property and Common Elements by the Unit Owner and the tenant.

15.9 Notice of Lien or Suit.

A. **Notice of Lien.** A Unit Owner shall give written notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

B. **Notice of Suit.** A Unit Owner shall give written notice to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner obtains knowledge thereof.

C. **Failure to Comply.** Failure to comply with this subsection concerning liens and suites will not affect the validity of any judicial suit.

16. PURCHASE OF UNITS BY ASSOCIATION.

The Association shall have the power to purchase Units. The decision of the Association to purchase a Unit shall be made by a majority of its Board of Directors, without approval of its membership. However, if the Association shall be the owner of five (5) or more Units, it shall not purchase any additional Units without the prior approval of a majority of the Association's voting interests. A member whose Unit is the subject matter of the proposed purchase shall be eligible to vote thereon.

17. COMPLIANCE AND DEFAULT.

Each Unit Owner, and their tenant, invitee, guest, agent, employee and family member shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules and Regulations adopted pursuant thereto as they may be amended from time to time. The Unit Owner is strictly liable for the actions of any person on the Condominium Property at his request or with his approval. Failure of a person to comply therewith shall entitle the Association or other Unit Owners to the following relief, in addition to other remedies provided in this Declaration and the Condominium Act:

17.1 Enforcement. The Association, its manager or other authorized persons are hereby empowered to enforce this Declaration and the Bylaws and Rules and Regulations of the Association by such means as are provided by the Condominium Act, including the imposition of reasonable fines and the suspension of Common Element use rights for a reasonable time, as set forth from time to time in the Bylaws and the Condominium Act.

17.2 Negligence. In the event that the maintenance, repair or replacement of a portion of the Condominium Property is necessitated by or through, or is the result of, the willful or negligent act of the Unit Owner, his or her family, servants, employees, guests, tenants, or invitees, the cost of such maintenance, repair or replacement shall be the responsibility of such Unit Owner and shall be paid for by such Unit Owner upon demand of the Association. An Owner shall similarly be responsible to reimburse other owners for damage to their Units if the Owner has caused the damage as set forth herein. In the event such payment is not made by the Unit Owner after demand by the Association, such cost shall thereupon become a lien upon the Unit and may be collected and enforced in the same manner as delinquent assessments as provided in this Declaration and by the Condominium Act.

17.3 Cost and Attorney's Fees. In any action arising because of an alleged failure or refusal of a person named in Article 17.1 to comply with the terms of the Condominium Act, the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto, and said documents as may be amended from time to time, the prevailing party shall be entitled to recover reasonable costs of the proceedings and reasonable attorney's fees.

17.4 No Waiver of Rights. The failure of the Association or of any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

Declaration of Condominium, Articles of Incorporation, Association Bylaws and then the Association Rules and Regulations, all as amended from time to time.

22.5 Heading and Capitalization. The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

22.6 Notices. Notice provided for in the Condominium Act, Declaration, Articles of Incorporation, or Bylaws, shall be in writing and shall be addressed to the Association or to any record owner at his address as reflected in the Association records or at the mailing address of the Association in Sarasota County, Florida, at such other address as may hereafter be provided. Notices addressed as above shall be deemed delivered when mailed by United States Mail, or when delivered in person, unless otherwise required by provisions of the Condominium Act.

22.7 Disputes. The Association shall arbitrate disputes as required by the Condominium Act.

23. COVENANTS RUNNING WITH THE LAND.

The provisions of this Declaration, the Articles of Incorporation, and the Bylaws and the rights and obligations established thereby shall be deemed to be covenants running with the land so long as the property herein described remains subject to the provisions of the Condominium Act and shall inure to the benefit of and be binding upon each and all of the Unit Owners, the respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording or acceptance of a deed conveying a Unit or any interest therein or any ownership interest in the property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to have accepted or agreed to be bound by, and subject to all the provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations thereunder.

17. COMPLIANCE AND DEFAULT.

Each Unit Owner, and their tenant, invitee, guest, agent, employee and family member shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules and Regulations adopted pursuant thereto as they may be amended from time to time. The Unit Owner is strictly liable for the actions of any person on the Condominium Property at his request or with his approval. Failure of a person to comply therewith shall entitle the Association or other Unit Owners to the following relief, in addition to other remedies provided in this Declaration and the Condominium Act:

17.1 Enforcement. The Association, its manager or other authorized persons are hereby empowered to enforce this Declaration and the Bylaws and Rules and Regulations of the Association by such means as are provided by the Condominium Act, including the imposition of reasonable fines and the suspension of Common Element use rights for a reasonable time, as set forth from time to time in the Bylaws and the Condominium Act.

17.2 Negligence. In the event that the maintenance, repair or replacement of a portion of the Condominium Property is necessitated by or through, or is the result of, the willful or negligent act of the Unit Owner, his or her family, servants, employees, guests, tenants, or invitees, the cost of such maintenance, repair or replacement shall be the responsibility of such Unit Owner and shall be paid for by such Unit Owner upon demand of the Association. An Owner shall similarly be responsible to reimburse other owners for damage to their Units if the Owner has caused the damage as set forth herein. In the event such payment is not made by the Unit Owner after demand by the Association, such cost shall thereupon become a lien upon the Unit and may be collected and enforced in the same manner as delinquent assessments as provided in this Declaration and by the Condominium Act.

17.3 Cost and Attorney's Fees. In any action arising because of an alleged failure or refusal of a person named in Article 17.1 to comply with the terms of the Condominium Act, the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto, and said documents as may be amended from time to time, the prevailing party shall be entitled to recover reasonable costs of the proceedings and reasonable attorney's fees.

17.4 No Waiver of Rights. The failure of the Association or of any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

18. AMENDMENTS.

Except as may be otherwise specifically provided for in this Declaration, the provisions of this Declaration may be amended in the following manner:

18.1 Notice. Notice of the subject matter of a proposed amendment shall be included in or with the notice of any membership meeting at which a proposed amendment will be considered.

18.2 Proposal and Adoption. An amendment maybe proposed by either the Board of Directors or by twenty percent (20%) of the Association's voting interests. The Declaration shall be amended upon the affirmative approval of not less than a majority of the entire membership of the Board of Directors and by not less than two-thirds (2/3rds) of the voting interests of the Association present (in person or by proxy) and voting at a membership meeting.

18.3 Proviso. As permitted by Section 718.110(11), Florida Statutes, the joinder and consent of record mortgagees is required for those Declaration amendments which materially affect the rights and interests of said mortgagees, or as otherwise required by a Federal law. Said consent shall not be unreasonably withheld. Amendments which affect the rights and interests of said mortgagees include any amendments which change the configuration or size of any Unit in any material fashion, material alter or modify the appurtenances to the Unit, or change the proration or percentage by which the owner of the parcel shares the Common Expenses and owns the Common Surplus, unless the record owner of the Unit and all record owners of liens on it join in the execution of the amendment and unless all record Owners of all other Units approve the amendment, and the creation of timeshares.

18.4 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 the appropriate officers of the Association with the formalities required for a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

18.5 Surface Water Management System. Any amendment which would affect the Surface Water Management System, including the water management portions of the Common Elements, must have the prior approval of SWFWMD, the Sarasota County Engineer or its designee, and any other governmental authority with jurisdiction.

19. TERMINATION.

The Condominium may be terminated at any time by approval, in writing, of all of the owners of the Condominium and by all record owners of the mortgages upon Units therein.

19.1 Total Destruction of the Buildings. If all of the Condominium buildings as a result of a common casualty are damaged within the meaning of Article 13.1.B., and it is decided, as therein provided, that such buildings shall not be reconstructed or repaired, the Condominium form of ownership will hereby terminate without agreement and the following shall thereupon become effective: the owners of the Units shall be the owners, as tenants in common, of all the Condominium Property and all the assets of the Association. The shares of such tenants in common shall be as set forth in Article 5, which is the same as the Unit Owner's share in the Common Property and Common Surplus.

19.2 General Provisions. Upon termination of the Condominium, the mortgagee and the lienor of a Unit Owner, who shall thereby become a tenant in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenancy in common in and to the lands and other properties, rights and assets which he may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its officers certifying as to the facts effecting the termination, which certificate shall be effective upon being recorded in the Public Records of Sarasota County, Florida.

19.3 Amendment. This section containing termination shall not be amended without consent or approval of four-fifths (4/5ths) of all the Association's voting interests.

20. ADDITIONAL RIGHTS OF MORTGAGEE.

If the holder of a first mortgage of record on a Condominium parcel acquires title as a result of foreclosure, such acquirer of title and its successors and assigns shall have the following rights:

20.1 Assessments. Such acquirer shall, as provided in Section 718.116(1)(b), Florida Statutes, be liable for the share of the Common Expenses or Assessments by the Association pertaining to the Condominium Parcel so acquired or chargeable to the former Unit Owner of the acquired parcel, which became due prior to the acquisition of the title as a result of the foreclosure.

20.2 Board Approval. It shall not be necessary that such acquired title be approved for purposes by the Board of Directors as contemplated by the provisions of Article 15.2 of this Declaration. However, any such acquirer of title shall comply with all restrictions and limitations as set forth in this Declaration and all rules and regulations of the Condominium.

20.3 Unpaid Assessments. Except as otherwise provided by Section 718.116, Florida Statutes, any unpaid share of the Common Expenses or Assessments chargeable to the former Unit Owner or a parcel acquired under this Article shall be a Common Expense collectable from all of the Unit Owners including such acquirer its successor and assigns.

20.4 Report Unpaid Assessments. The Association shall, at the request of a first mortgagee, report (in addition to the Owner) any unpaid Assessments due from the Owner of the Condominium Parcel encumbered by the mortgage and owned by the mortgagee directly to the mortgagee.

21. CONDEMNATION.

The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common areas or part thereof. Each Unit Owner appoints the Association as attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee appointed by the Association, for the use and benefit of the Unit Owners and their mortgagees as their interest may appear.

22. MISCELLANEOUS PROVISIONS.

22.1 Severability. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase or word, or other provisions of this Declaration, the Articles, Bylaws, the Rules and Regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portion thereof.

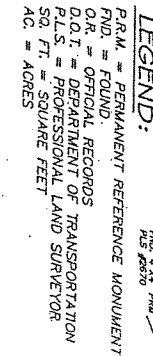
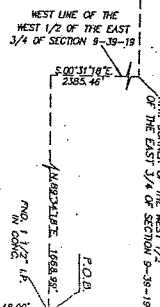
22.2 Interpretation. The Association's Board of Directors shall be charged with interpreting the Declaration of Condominium, Articles of Incorporation, Bylaws, Rules and Regulations. Since the amendments to the condominium documents are approved by the members, any ambiguity shall not be construed in favor or against the Association or the Unit Owner. If the Board's interpretation is reasonable, then it shall be binding on the Unit Owners and all affected parties. An opinion of the Association's attorney that the Board's interpretation is not unreasonable shall be binding and dispositive.

22.3 Costs and Attorney's Fees. In any proceeding arising out of an alleged failure of a unit owner or tenant to comply with the requirements of the Condominium Act, this Declaration, the exhibits attached hereto, or the Rules adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable arbitration, presuit, mediation, trial or appellate attorneys' fees and costs incurred therein or incident to any such proceeding.

22.4 Applicable Statutes and Conflicts. The validity, application and construction of this Declaration and its exhibits shall be governed by the laws of Florida, particularly the Condominium Act, as amended from time to time. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. In the event of any conflict, the condominium documents shall take priority in the following order: the

A CONDOMINIUM IN SECTION 9, TOWNSHIP 39 SOUTH, RANGE 19 EAST, CITY OF VENICE, SARASOTA COUNTY, FLORIDA.

Sheet 1 of 4 Sheets



DESCRIPTION:

THE SOUTHERLY 804 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

[illegible]

NOTES:

1. ALL IMPROVEMENTS SHOWN ARE PROPOSED.
2. (PARKING SPACES, BALCONIES & GARAGES ARE L.C.E.)
3. (SEE SHEET #2 & #3 FOR BUILDING SIZES, UNIT SIZES, ETC.)
4. THIS SURVEY DOES NOT INCLUDE THE LOCATION OR ELEVATIONS OF ANY IMPROVEMENTS ON OR ABOVE THE PROPERTY.
5. TREES, SPOT ELEVATIONS, OR TOPOGRAPHICAL FEATURES ARE NOT SHOWN.
6. BEARINGS SHOW HEREON ARE BASED ON THE NORTHERLY LINE OF SECTION 9, TOWNSHIP 39 SOUTH, RANGE 19 EAST, SAKASOGOTA COUNTY, FLORIDA, AS BEING N.89°35'07"E.
7. ALL AREAS NOT INCLUDED WITH THE UNITS ARE DESIGNATED COMMON ELEMENTS.

SURVEYOR'S CERTIFICATE

I hereby certify that a survey was made this day of the property as described and shown herein, and that this survey, and sketch are accurate and correct to the best of my knowledge and belief, and that this survey meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mapmakers in Chapter 81G17-6, Florida Administrative Code, pursuant to Section 472.07, Florida Statutes.

BRIGHAM SURVEYING, INC. LB 2812

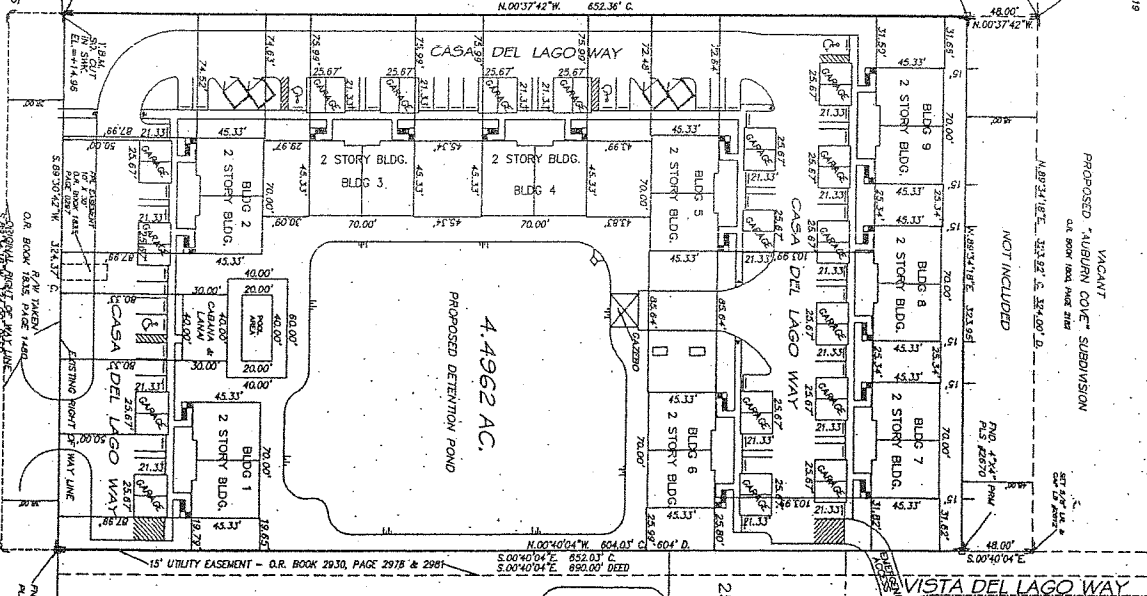
DATE OF SURVEY: 3/15/03

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

SEE SHEET 4 FOR EASEMENT SKETCH.

TRANSPIRATION DEPT.
R/W MAP PROJECT NO. 8411 (8504B)
ROAD PLAT BOOK 4, PGS. 3 TO 3-F
O.R. BOOK 1952, PAGE 1730, PUBLIC RECORDS

EXHIBIT A TO THE DECLARATION OF CONDOMINIUM "CASA DEL LAGO" EAST VENICE AVENUE



REC. AREA

1A
1B
CASE
2A
2B

11-11-11

LAGO" PLAT BOOK #2, PGS. 11 & 11

NY

EAS

24B	24A	23B
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L'PAVIA CONDOMINIUM

DEL LAGO PLAT BOOK 42 PGS 11

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10

7

IN OFFICIAL REPORTS

MAY 16 03:57 PM
REN E. RUSHING

ER Receipt#171512

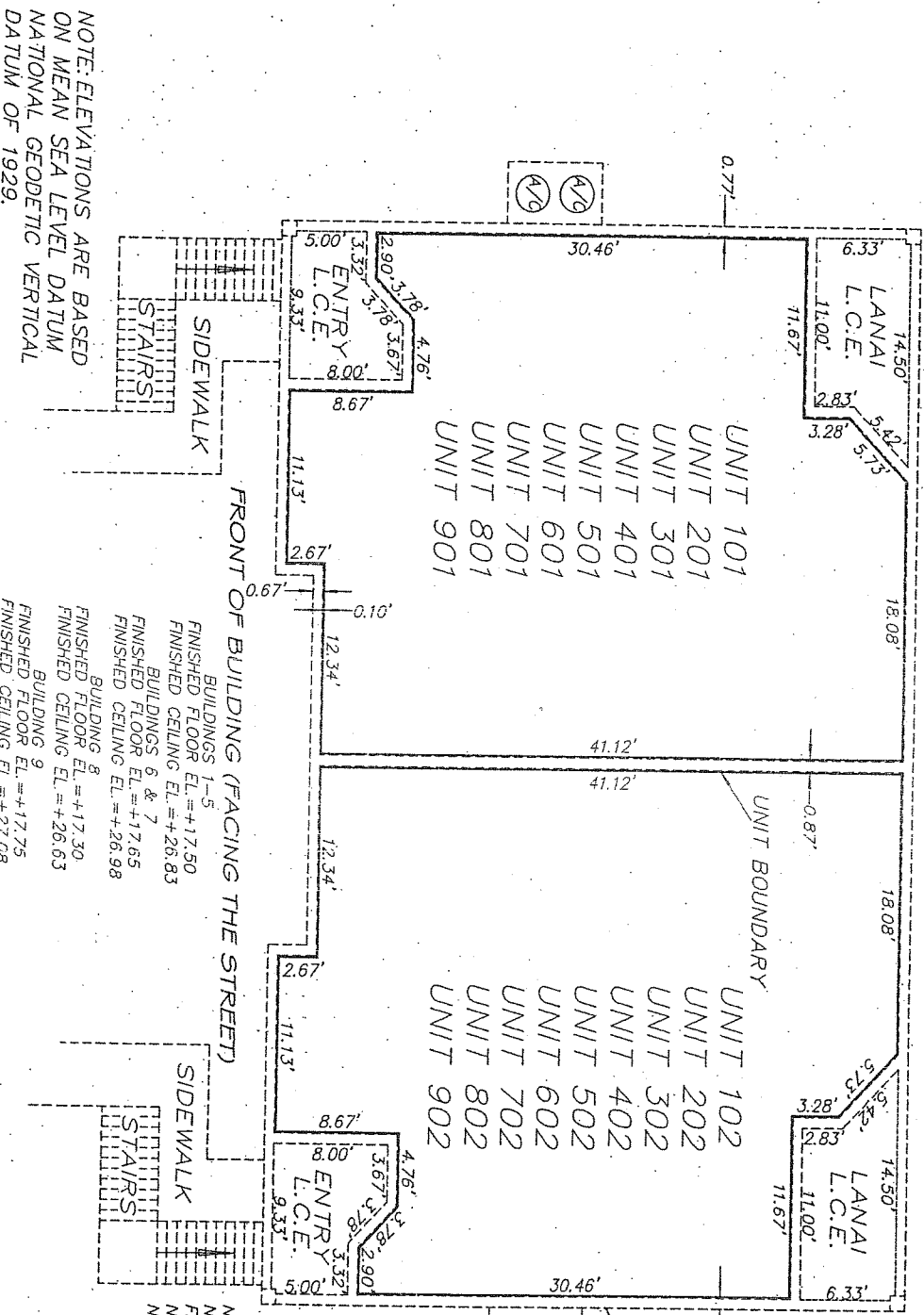
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BRIGHAM SURV
AND SURVIVORS

VENICE, FLORIDA
PH. (941) 493-

EXHIBIT "A"

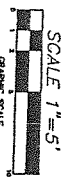


NOTE: ELEVATIONS ARE BASED ON MEAN SEA LEVEL DATUM NATIONAL GEODETIC VERTICAL DATUM OF 1929.

FRONT OF BUILDING (FACING THE STREET)
BUILDINGS 1-5
FINISHED FLOOR EL.=+17.50
FINISHED CEILING EL.=+26.83
BUILDINGS 6 & 7
FINISHED FLOOR EL.=+17.65
FINISHED CEILING EL.=+26.98
BUILDING 8
FINISHED FLOOR EL.=+17.30
FINISHED CEILING EL.=+26.63
BUILDING 9
FINISHED FLOOR EL.=+17.75
FINISHED CEILING EL.=+27.08

FIRST FLOOR PLAN

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM "CASA DEL LAGO"



NOTE: UNIT & ADDRESS NUMBER IS THE SAME. FIRST DIGIT OF THE UNIT NUMBER IS THE BUILDING NUMBER.

PREPARED BY:
BRIGHAM SURVEYING, INC.
LAND SURVEYORS
712 SHAMROCK BLVD.
VENICE, FLORIDA 33593
PH. (341) 493-4430

"CASA DEL LAGO" A Condominium

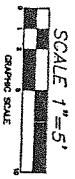
A CONDOMINIUM IN SECTION 9, TOWNSHIP 39 SOUTH, RANGE 19 EAST, CITY OF VENICE, SARASOTA COUNTY, FLORIDA.

CONDOMINIUM BOOK 35, PAGE 28A
Sheet 2 of 4 Sheets.

NOTE: ELEVATIONS ARE BASED ON MEAN SEA LEVEL DATUM, NATIONAL GEODETIC VERTICAL DATUM OF 1929.

FIRST FLOOR PLAN

PREPARED BY:
BRIGHAM SURVEYING, INC.
LAND SURVEYORS
1712 SHAWNEE BLVD.
VENICE, FLORIDA 34293
PH: (941) 483-4430



NOTE: UNIT & ADDRESS NUMBER IS THE SAME. FIRST DIGIT OF THE UNIT NUMBER IS THE BUILDING NUMBER.

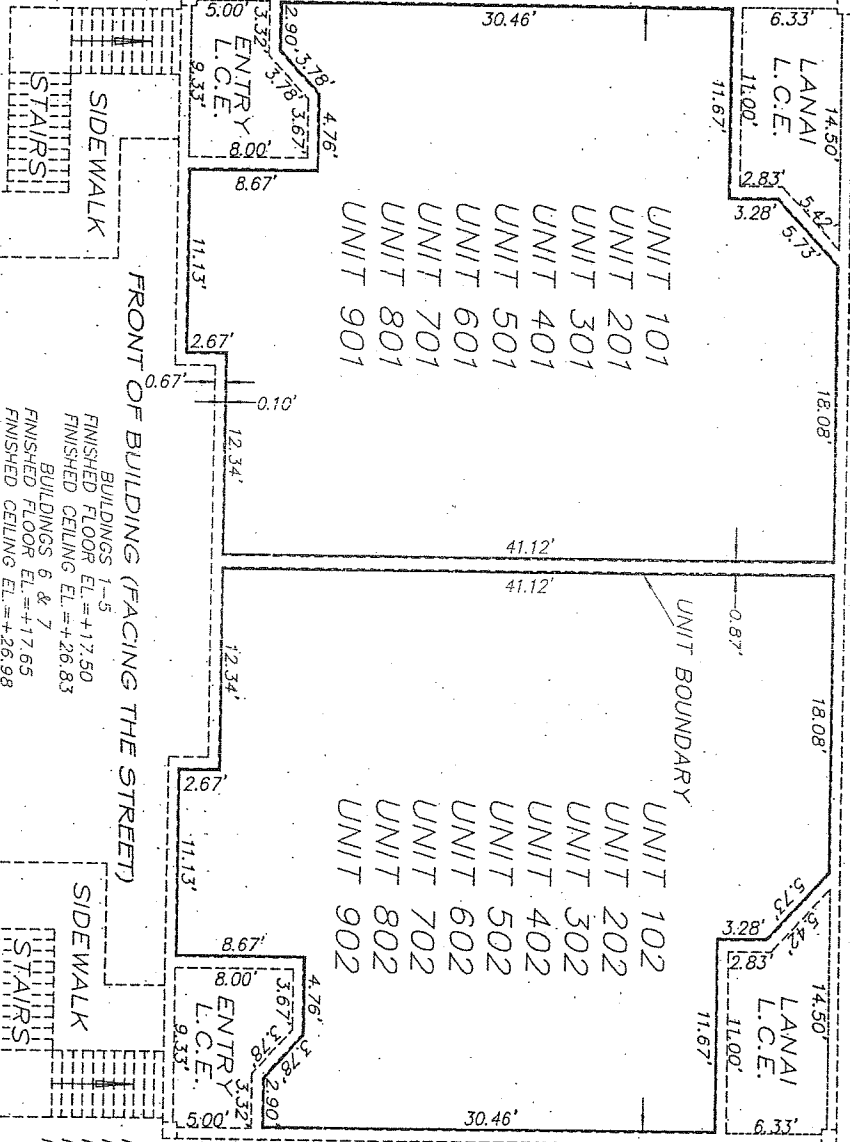
FRONT OF BUILDING (FACING THE STREET)

BUILDINGS 1-5
FINISHED FLOOR EL.=+17.50
FINISHED CEILING EL.=+26.83

BUILDINGS 6 & 7
FINISHED FLOOR EL.=+17.65
FINISHED CEILING EL.=+26.98

BUILDING 8
FINISHED FLOOR EL.=+17.30
FINISHED CEILING EL.=+26.63

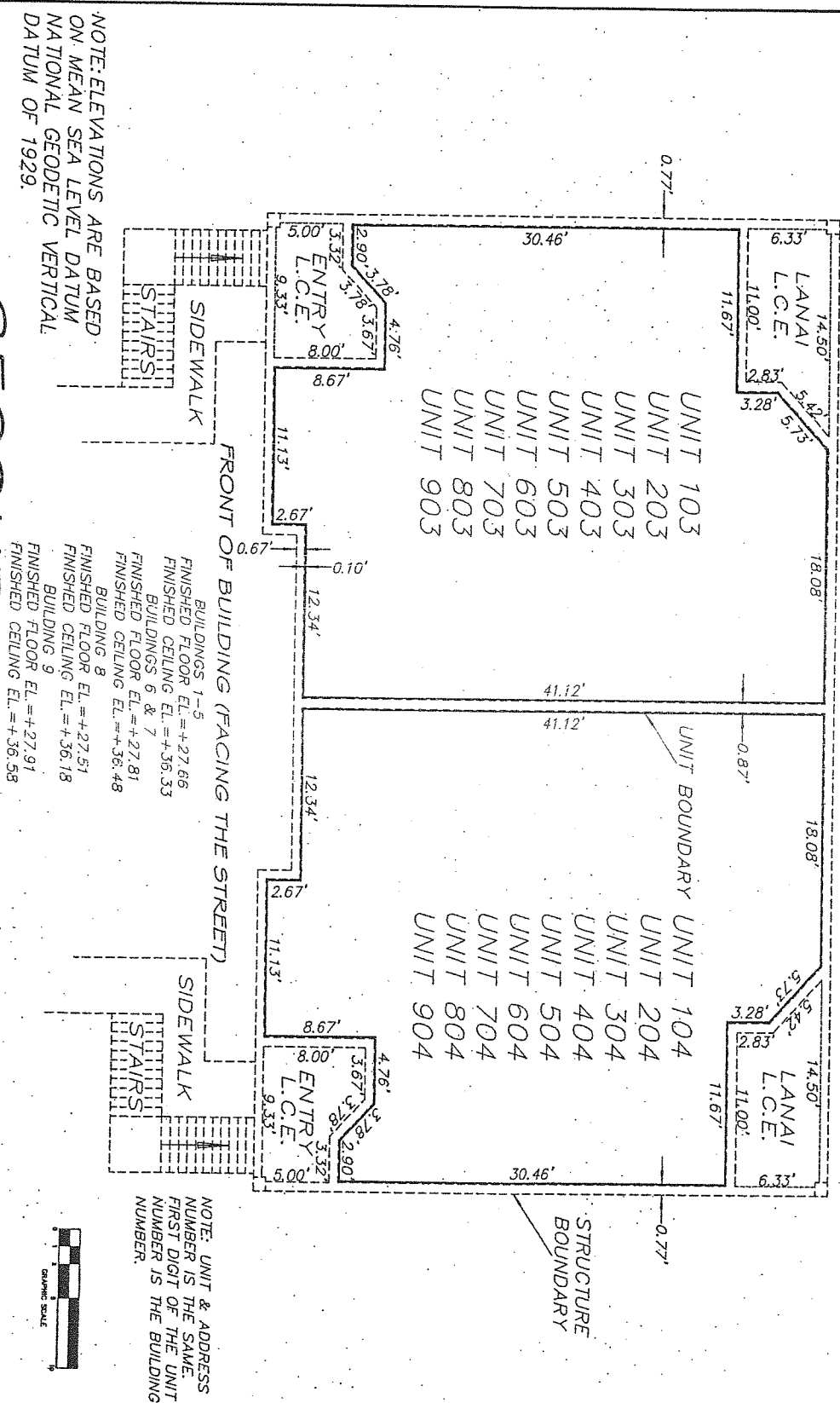
BUILDING 9
FINISHED FLOOR EL.=+17.75
FINISHED CEILING EL.=+27.08



A CONDOMINIUM IN SECTION 9, TOWNSHIP 39 SOUTH, RANGE 19 EAST, CITY OF VENICE, SARASOTA COUNTY, FLORIDA.

CONDOMINIUM BOOK 35 PAGE 287

Sheet 3 of 4 Sheets.



SECOND FLOOR PLAN

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM "CASA DEL LAGO"

PREPARED BY:
BRIGHAM SURVEYING, INC.
LAND SURVEYORS
712 SHAMROCK BLVD.
VENICE, FLORIDA 34293
PH. (941) 493-4430

A CONDOMINIUM IN SECTION 9, TOWNSHIP 39 SOUTH, RANGE 19 EAST, CITY OF VENICE, SARASOTA COUNTY, FLORIDA.

CONDOMINIUM BOOK 35 PAGE 280
Sheet 4 of 4 Sheets.



	NO.	MALES	CURVE	TABLE	WINGS	CHORD	CHORD	CHORD
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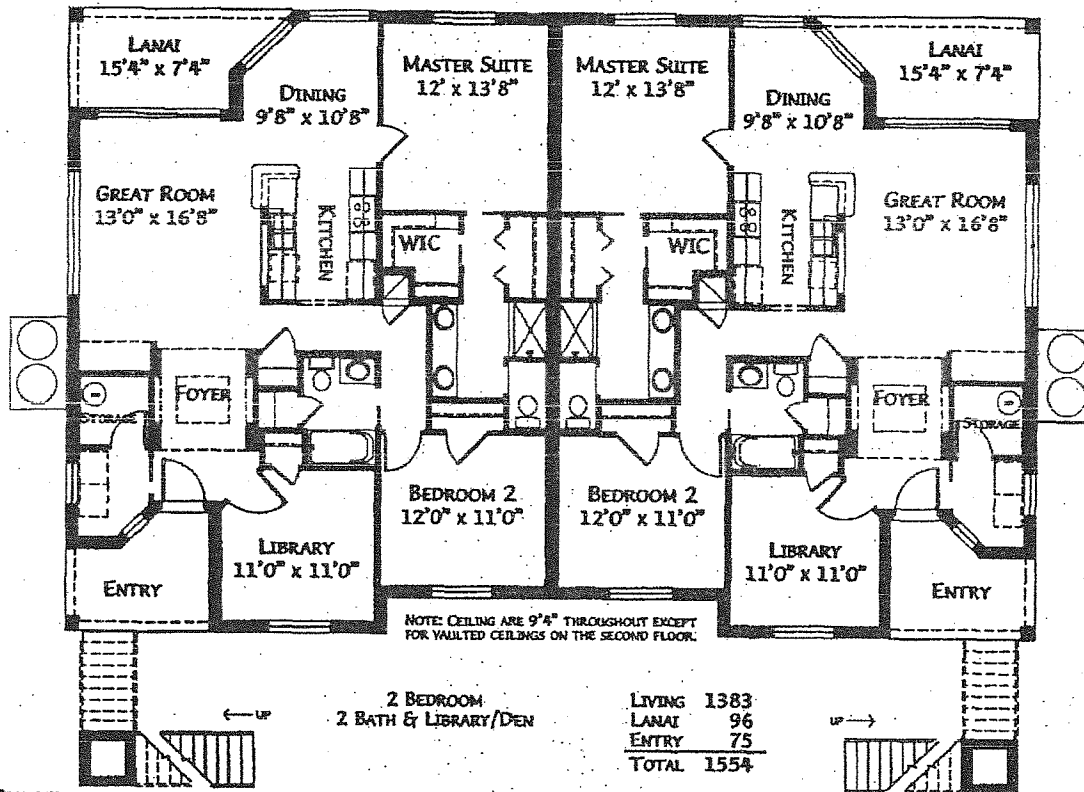
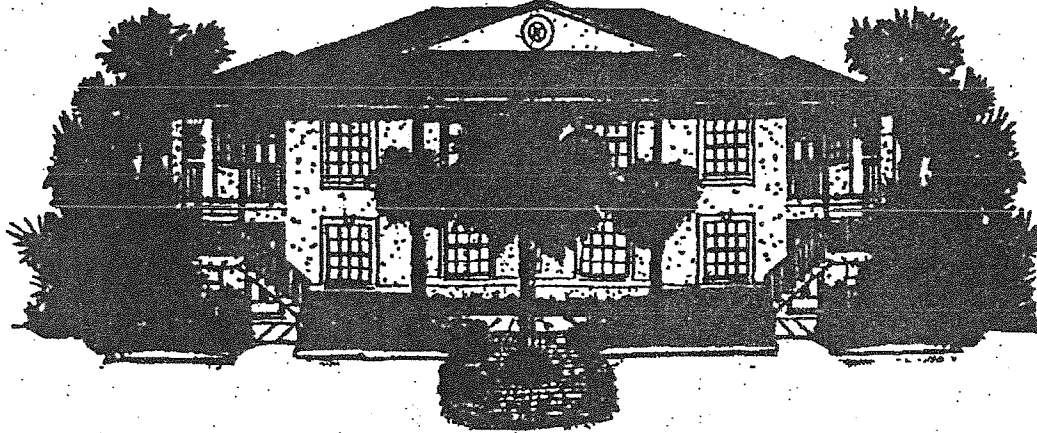
EASEMENT SKETCH

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM "CASA DEL LAGO"

PREPARED BY:
BRIGHAM SURVEYING, INC.
LAND SURVEYORS
712 SHAMROCK BLVD.
VENICE, FLORIDA 34293
PH. (941) 493-4430

CASA DEL LAGO

A CONDOMINIUM



ORAL REPRESENTATION CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER FOR CORRECT REPRESENTATIONS, MAKE REFERENCE TO THIS BROCHURE AND TO THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.