

DECLARATION OF CONDOMINIUM

TORTUGA BEACH CLUB, A CONDOMINIUM

I.

1498948

SUBMISSION STATEMENT

Marand, Ltd., a Florida Limited Partnership being the Owner of record of the fee simple title to the real property situate, lying and being in Lee County, Florida, as more particularly described and set forth as the Condominium Property in the Survey Exhibits attached hereto as "Exhibit No. 1", which are made a part hereof as though fully set forth herein (together with equipment, furnishings and fixtures therein contained not personally owned by Unit Owners), hereby states and declares that said realty, together with improvements thereon, together with riparian and littoral rights as may be applicable and appurtenant thereto, and together with non-exclusive easements over the Property described and as set forth to this Declaration of Condominium, is submitted to Condominium ownership, pursuant to the Condominium Act of the State of Florida, F.S. 718, Et Seq., and the provisions of said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration of Condominium.

Definitions: - As used in this Declaration of Condominium and By-Laws and Exhibits attached hereto, and all Amendments thereof, unless the context otherwise requires, the following definitions shall prevail:

A. Declaration, or Declaration of Condominium, means this instrument, as it may be from time to time amended.

B. Association, means Tortuga Beach Club Condominium Association, Inc., a Florida non-profit Corporation, said entity is responsible for the operation of the Condominium.

C. By-Laws, means the By-Laws of the Association, as they exist from time to time.

D. Common Elements, means the portions of the Condominium Property not included in the Units. Common Elements shall include the tangible personal property required for maintenance and operation of the Condominium, even though owned by the Association.

E. 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 all other Units.

F. Condominium, means that form of ownership of Condominium Property under which Units of improvements are subject to ownership by one or more Owners, and there is appurtenant to each Unit, as part thereof, an undivided share in the Common Elements.

G. Condominium Act, means and refers to the Condominium Act of the State of Florida (F.S. 718 Et Seq.).

H. Common Expenses, means the expenses for which the Unit Owners are liable to the Association.

This Instrument was prepared by:

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RECORD VERIFIED - SAL GERACI CLERK
 BY E. PRICE D.C.

I. Common Surplus, means the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over and above the amount of common expenses.

J. Condominium Property, means and includes the land in a Condominium, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

K. Assessment, means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the Unit Owners.

L. Condominium Unit, or Unit, is a Unit as defined in the Condominium Act, referring therein to each of the separate and identified Units delineated in the Survey attached to the Declaration as Exhibit No. 1, and when the context permits, the Condominium Parcel includes such Unit, including its share of the Common Elements appurtenant thereto.

M. Condominium Parcel, or Parcel, means a Unit, together with the undivided share in the Common Elements which are appurtenant to the Unit.

N. Unit Owner, or Owner of a Unit, or Parcel Owner, means the Owner of a Condominium Parcel.

O. Developer, means Marand, Ltd., a Florida Limited Partnership, its successors and assigns.

P. Institutional Mortgagee, means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund authorized to do business in the United States of America, an Agency of the United States Government, a real estate or mortgage investment trust, the Developer or any assignee of a mortgage held by the Developer, or a lender generally recognized in the community as an Institutional type lender.

Q. Occupant, means the person or persons, other than the Unit Owner, in possession of a Unit.

R. Condominium Documents, means this Declaration, the By-Laws and all Exhibits annexed hereto, as the same may be amended from time to time.

S. Board of Administration, or Board of Directors, means the representative body responsible for administration of the Association.

T. Management Agreement, means and refers to that certain Agreement attached to this Declaration and made a part hereof, which provides for the management of the Condominium Property.

U. Management Firm, means and refers to the entity identified as the Management Firm in the Management Agreement attached to this Declaration, its successors and assigns. The Management Firm shall be responsible for the management of the Condominium Property as provided in the Management Agreement attached to this Declaration and made a part hereof.

V. Maintenance fee, means a share of the funds required for the payment of those expenses associated with a Unit committed to Interval Ownership, which, from time to time, are assessed against the Owners of Unit Weeks within such Unit.

W. Institutional First Mortgage, means any first mortgage held by an Institutional mortgagee.

X. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Section 718.103, of the Condominium Act, as of the date of this Declaration.

Y. The following definitions shall refer only to those Units committed to and sold under a plan of "Interval Ownership":

1. "Interval Ownership", is a concept whereby Units and the share of the Common Elements assigned to the Unit are conveyed for periods of time, the purchaser receiving a stated time period for a period of years, together with a remainder over in fee simple as tenant in common with all other purchasers of "Unit Weeks" in each such Condominium Unit in that percentage interest determined and established by Exhibit Number 6, to the Declaration of Condominium at 12:00 noon on the first Friday, in the year 2021.

2. "Unit Week", means a period of ownership in a Unit committed to Interval Ownership which shall consist of not less than seven days.

"Unit Weeks" are computed as follows:

Unit Week No. 1, is the seven (7) days commencing on the first Friday in each year. Unit Week No. 2, is the seven (7) days succeeding. Additional Weeks up to and including Unit Week No. 51, are computed in a like manner. Unit Week No. 52, contains the seven (7) days succeeding the end of Unit Week No. 51, without regard to the month or year plus any excess days not otherwise assigned. Unit Weeks run from noon on the first Friday of the period to noon on the last Friday of the period.

3. A "Unit Committed to Interval Ownership", shall be any Unit sold under a plan of Interval Ownership.

II.

NAME

The name by which this Condominium is to be identified shall be "Tortuga Beach Club, a Condominium".

III.

COMMITTING A UNIT TO INTERVAL OWNERSHIP

TIME SHARE ESTATES AS DEFINED IN SECTION 718.103(19), FLORIDA STATUTES, WILL BE CREATED WITH RESPECT TO UNITS IN THIS CONDOMINIUM.

A Unit shall become a Unit committed to Interval Ownership upon the recording of the first deed in said Unit, conveying Unit Weeks by the Developer. No Unit may be committed to Interval Ownership by any person, or other entity other than the Developer.

A Unit will no longer be committed to Interval Ownership any time all Unit Weeks are owned by the same legal entity. Notwithstanding the above, the Developer may assign its right to commit Units to Interval Ownership to any other entity to which it conveys substantially all Units which it owns in the Condominium Property.

There are eight (8) Units in this Condominium, each of which may contain fifty-two (52) Unit Weeks resulting in a maximum of four hundred sixteen (416) Unit Weeks in the Condominium. If Phase B, consisting of eight (8) Units is added to this Condominium, pursuant to Article XXIII, of this Declaration and Chapter 718.403, of the Florida Statutes, there may be a maximum of eight hundred thirty-two (832) Unit Weeks in the Condominium. If Phase C, consisting of eight (8) Units is added to this Condominium, pursuant to Article XXIII, of this Declaration and Chapter 718.403, of the Florida Statutes, there may be a maximum of one thousand two hundred forty-eight (1,248) Unit Weeks in the Condominium. If Phase D, consisting of eight (8) Units is added to this Condominium, pursuant to Article XXIII, of this Declaration and Chapter 718.403, of the Florida Statutes, there may be a maximum of one thousand six hundred sixty-four (1,664) Unit Weeks in the Condominium. If Phase E, consisting of six (6) Units is added to this Condominium, pursuant to Article XXIII, of this Declaration and Chapter 718.403, of the Florida Statutes, there may be a maximum of one thousand nine hundred seventy-six (1,976) Unit Weeks in the Condominium. If Phase F, consisting of eight (8) Units is added to this Condominium, pursuant to Article XXIII, of this Declaration and Chapter 718.403, of the Florida Statutes, there may be a maximum of two thousand three hundred ninety-two (2,392) Unit Weeks in the Condominium. If Phase G, consisting of eight (8) Units is added to this Condominium, pursuant to Article XXIII, of this Declaration and Chapter 718.403, of the Florida Statutes, there may be a maximum of two thousand eight hundred eight (2,808) Unit Weeks in the Condominium.

IV.

IDENTIFICATION OF UNITS

The Condominium Property consists essentially of all Units and other improvements as set forth in Exhibit No. 1, attached hereto and for purpose of identification, all Units located on said Condominium Property are given identifying numbers and are delineated on the Survey Exhibits, collectively identified as "Exhibit No. 1", hereto attached and made a part of this Declaration. No Unit bears the same identifying number as does any other Unit. The aforesaid identifying number as to the Unit is also the identifying number as to the Condominium Parcel. The said Exhibit No. 1, also contains a survey of the land, graphic description of the improvements, and a plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the Common Elements and of each Unit, as evidenced by the Certificate of the Registered Land Surveyor hereto attached. The legend and notes contained within the said Exhibit are incorporated herein and made a part hereof by reference.

V.

IDENTIFICATION OF UNITS COMMITTED TO
INTERVAL OWNERSHIP

Wherever the term "Unit Owner" or "Unit Owners" is used anywhere within the context of this Declaration or any Amendment hereto, it shall be construed to include all Owners of Unit Weeks within any Unit committed to Interval Ownership as one Unit Owner. The respective interests of each Owner of Unit Weeks within such Unit committed to Interval Ownership with respect to each other shall be delineated on Exhibit No. 6, which is annexed to this Declaration and made a part hereof.

VI.

OWNERSHIP OF COMMON ELEMENTS

Each of the Unit Owners of the Condominium shall own an undivided interest in the Common Elements and Limited Common Elements, and the undivided interest, stated as percentages of such ownership in the said Common Elements and Limited Common Elements, as set forth on Exhibit No. 5, which is annexed to this Declaration and made a part hereof.

The fee title to each Condominium Parcel shall include both the Condominium Unit and the above respective undivided interest in the Common Elements, said undivided interest in the Common Elements to be deemed to be conveyed or encumbered with its respective Condominium Unit. Any attempt to separate the fee title to a Condominium Unit from the undivided interest in the Common Elements appurtenant to each Unit shall be null and void. The term "Common Elements" when used throughout this Declaration, shall mean both Common Elements and Limited Common Elements unless the context otherwise specifically requires.

VII.

VOTING RIGHTS

There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Association and such person shall be known (and is hereinafter referred to), as the "Voting Member". If a Unit is owned by more than one person, the Owners of said Unit shall designate one of them as the Voting Member, or in the case of a Corporate Unit Owner, an officer or employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association.

Each Owner or group of Owners shall be entitled to one vote for each Unit owned. The vote of a Condominium Unit is not divisible.

Notwithstanding the above, each Owner of Unit Weeks in a Unit committed to Interval Ownership shall be entitled to vote at meetings of the Association and shall be entitled to one fiftieth (1/50th) vote for each Unit Week owned.

VIII.

COMMON EXPENSE AND COMMON SURPLUS

The common expenses of the Condominium shall be shared by the Unit Owners, as specified and set forth in Exhibit No. 5. Any common surplus of the Association shall be owned by each of the Unit Owners in the same percentage specified for sharing common expense.

IX.

MAINTENANCE FEE FOR UNITS COMMITTED TO INTERVAL OWNERSHIP

All Owners of Unit Weeks in Units committed to Interval Ownership shall pay a "maintenance fee". The maintenance fee shall include the following applicable items:

The Unit's share of common expenses, as set forth in Paragraph VIII, above;

Repair and upkeep of the Unit for normal wear and tear (example - repainting interior walls);

Repair and replacement of furniture, fixtures, appliances, carpeting and utensils;

Casualty and/or liability insurance on the Unit;

Utilities for the subject Unit;

Personal property, real estate, and any other applicable taxes not billed directly to the Owners of the Unit Weeks in the Unit;

Recreational facilities memberships for the Unit;

Any other expenses incurred in the normal operations and maintenance of the Unit which cannot be attributed to a particular Unit Week Owner.

The maintenance fee shall be prorated among all Owners of Unit Weeks in a specific Unit by applying a fraction, the numerator of which is the number of Unit Weeks owned by a specific Owner, the denominator of which is fifty (50), to the total of all such expenses. The foregoing shall not apply to any Unit Week conveyed to the Association.

Notwithstanding any other provision of Article IX, the Board of Directors may at their option, make a determination to exclude from the maintenance fee all or part of the personal property, real estate, and any other applicable taxes not billed directly to the Owners of the Unit Weeks in any Unit committed to Interval Ownership. In the event the Board of Directors makes such a determination, then the Owners of Unit Weeks shall be separately assessed for said taxes based upon the formula provided for herein for the proration of the maintenance fee.

X.

MAINTENANCE WEEKS IN UNITS
COMMITTED TO INTERVAL OWNERSHIP

Upon conveying forty (40) Unit Weeks in any Unit committed to Interval Ownership, or one (1) year from the date of the first conveyance under Interval Ownership in any Unit committed to Interval Ownership, whichever comes first, the Developer agrees to convey and the Association agrees to accept two Unit Weeks to be used for maintenance purposes. The Developer shall have the right to choose the Unit Weeks to be so conveyed. In the event any one person, or other legal entity, becomes holder of record title to all Unit Weeks in any one Unit, that person, or other legal entity, may cause the Association to convey said Unit Weeks conveyed to the Association to it by notifying the Association, in writing, of its desire that said Unit cease being a Unit committed to Interval Ownership. The Association shall execute the necessary instruments to complete said conveyance no later than sixty (60) days after notice. All expenses of said conveyance, including state stamps and recording fees, shall be borne by the person, or other legal entity, desiring such conveyance.

XI.

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the Unit Owners, called and convened in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than fifty-one percent (51%) of the total vote of the members of the Association.

All Amendments shall be recorded and certified as required by the Condominium Act. Subject to the provisions of Article VIII, no Amendment shall change any Condominium Parcel, nor a Condominium Unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any Unit, unless the record Owner(s) thereof, and all record Owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages or change the provisions of this Declaration with respect to Institutional Mortgages without the written approval of all Institutional Mortgagees of record, nor shall the provisions of Article XV, of this Declaration be changed without the written approval of all Institutional Mortgagees of record.

No Amendment to this Declaration, or the exhibits thereto, shall change the rights and privileges of the Developer without the Developer's written approval.

Notwithstanding the foregoing paragraphs of this Article XI:

A. The Developer reserves the right to change the interior design and arrangement of all Units and to alter the boundaries between Units, as long as the Developer owns the Units so altered; however, no such change shall increase the number of Units nor alter the boundaries of the Common Elements, except the party wall between any Condominium Units, without Amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in Units, as provided in this paragraph, such changes shall be reflected by the Amendment of this Declaration with a Survey attached, reflecting such authorized alteration of Units, and said Amendment need only be executed and acknowledged by the Developer and any holders of Institutional Mortgages encumbering the said altered Units and the consent of the Unit Owners, the Association, the Owner and holder of any lien encumbering any other Condominium Unit or Unit Week, or any others, shall not be required. The Survey shall be certified in the manner required by the Condominium Act.

B. The Developer, so long as it owns more than ten percent (10%) of the Condominium Units or Unit Weeks in the Condominium, reserves the right at any time to amend the Declaration, as may be required by any lending institution or public body, or in such manner as the Developer may determine to be necessary in its sole discretion provided that such Amendment shall not change the rights and privileges of Institutional Mortgagees, increase the proportion of common expenses nor decrease the Ownership of Common Elements borne by the Unit Owners, change a Unit Owner's voting rights or change the size of the Common Elements to the prejudice of the Unit Owners. Said Amendment need only be executed and acknowledged by the Developer and the consent of the Unit Owners, the Association, the Owner and holder of any lien encumbering a Condominium Unit or Unit Week in this Condominium, or any others shall not be required.

C. The Developer reserves the right to amend the Declaration to add six (6) additional Phases to this Condominium, pursuant to Article XXIII, of this Declaration and Chapter 718.403, of the Florida Statutes. Said Amendments need only be executed and acknowledged by the Developer and the consent of the Unit Owners, the Association, the Owner and holder of any lien encumbering a Condominium Unit or Unit Week in this Condominium, or any others, shall not be required.

XII.

BY-LAWS

The operation of the Condominium's Property shall be governed by the By-Laws of the Association, which are set forth in a document which is annexed to this Declaration, marked Exhibit No. 2, and made a part hereof.

No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel, or which would change the provision of the By-Laws with respect to Institutional Mortgages without the written approval of all Institutional Mortgagees of record. No Amendment shall change the rights and privileges of the Developer without the Developer's written approval. Any Amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Article and in Article XI, above, and said Amendment shall be recorded in the Public Records of Lee County, Florida.

XIII.

THE OPERATING ENTITY

The operating entity of the Condominium shall be the Association, which has been organized pursuant to the Condominium Act. The said Association shall have all of the powers and duties set forth in the Condominium Act, as well as, all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association and its Articles of Incorporation, a copy of said Articles of Incorporation being annexed hereto as Exhibit No. 3, and made a part hereof, and all of the powers and duties necessary to operate the Condominium, as set forth in this Declaration and the By-Laws, and as they may be amended from time to time.

Every Owner of a Condominium Parcel, whether he has acquired his Ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation of the said Association, the provisions of this Declaration and the Management Agreement.

XIV.

ASSESSMENTS

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium Property, such other assessments as are specifically provided for in this Declaration and Exhibits attached hereto and the maintenance fee. The procedure for the determination of all such assessments and the maintenance fee shall be as set forth in the By-Laws of the Association and this Declaration, and the Exhibits attached hereto.

The common expenses shall be assessed against each Condominium Parcel Owner as provided for in Article VIII, of this Declaration.

Assessments, installments, maintenance fees and holdover charges as defined in Article XVI, E, that are unpaid for over ten (10) days after due date shall bear interest at the maximum rate permitted by law, from due date until paid, and at the sole discretion of the Board of Directors, a late charge of \$25.00, or such amount as is specified in the Rules and Regulations adopted by the Board of Directors, shall be due and payable. Regular assessments shall be due and payable monthly on the first of each month and monthly bills for same shall not be mailed or delivered to Unit Owners. Maintenance fees for Units committed to Interval Ownership shall be due and payable on the first day of January, April, July and October in advance, unless otherwise ordered by the Board of Directors.

The Association shall have a lien on each Condominium Parcel for unpaid assessments, maintenance fees and holdover charges together with interest thereon, against the Unit Owner of such Condominium Parcel, together with a lien on all tangible personal property located within said Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessments, maintenance fees and holdover charges or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or

encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Board of Directors, may take such action as it deems necessary to collect assessments, maintenance fees and holdover charges by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association, shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment, maintenance fee or holdover charges lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure the Unit Owner shall be required to pay a reasonable rental for the Condominium Parcel for the period of time said Parcel is occupied by the Unit Owner or anyone by, through or under said Unit Owner, and Plaintiff, in such foreclosure, shall be entitled to the appointment of a Receiver to collect same from the Unit Owner and/or Occupant.

In the case of a lien against an Owner of Unit Weeks in a Unit committed to Interval Ownership, said lien shall be limited to the Unit Weeks owned by said Owner and shall not encumber the Property, real or personal, of any other Owner of Unit Weeks in said Unit.

Where the Mortgagee of an Institutional First Mortgage of record, or other Purchaser of a Condominium Unit, obtains title to a Condominium Parcel as a result of foreclosure of the Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a Deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of common expenses, or assessment by the Association pertaining to such Condominium Parcel, or chargeable to the former Unit Owner of such Parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses, or assessments shall be deemed to be common expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in a Unit, except through foreclosure of an Institutional First Mortgage of record, or by virtue of an Institutional First Mortgagee accepting a Deed to a Condominium Parcel or Unit Week in lieu of foreclosure, as specifically provided hereinabove including, without limitation, persons acquiring title by operation of law, including Purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments, maintenance fees and holdover charges due and owing by the former Unit Owners have been paid. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments, maintenance fees, or holdover charges to the Developer, or to any Unit Owner or group of Unit Owners, or to any third party.

XV.

INSURANCE PROVISIONSI. INSURANCE

A. Purchase of Insurance: The Association shall obtain the insurance described herein together with such other insurance as the Association deems necessary in and for the interest of the Association, all Unit Owners and their Mortgagees, as their interests may appear. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the common expense. The named insured shall be the Association, individually and as Agent for the Unit Owners, without naming them, and as Agent for their mortgagees.

Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to the Mortgagees of Unit Owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the insurance trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the insurance trustee or upon the written request of the Developer with such party as the Developer shall designate. All Institutional Mortgagees who own and hold a first mortgage on a Condominium Unit or Unit Week shall have a right to receive a certified copy of the insurance policy(s) which are obtained pursuant to this Article XV, and the party responsible for obtaining said policy(s) shall (a) cause certified copies of said policy(s) to be delivered to all Institutional Mortgagees upon receipt of same, (b) cause to be delivered to all Institutional Mortgagees, not later than 30 days prior to the expiration of any insurance policy, a certified copy of a binder or certificate of the insurer evidencing the replacement thereof and not later than 15 days prior to the expiration of such policy(s), a certified copy of the new policy(s), and (c) cause to be delivered to all Institutional Mortgagees, evidence as to the payment of all premiums due on insurance policies obtained, pursuant to this Article XV. Unit Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

B. Coverage:

(1) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount which shall be not less than eighty (80%) percent of the full insurable value (actual replacement value), and all personal property included in the Common Elements shall be insured for its value, all as determined annually by the Board of Directors of the Association in accordance with generally accepted insurance practices. Such coverage shall afford protection against:

- (a) Loss or damage by fire, flood, lightning and such other risks as are included in coverage of the type known as the broad form of supplemental or extended coverage; and
- (b) 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 Condominium Property, including but not limited to, vandalism and malicious mischief.

(2) Public Liability including personal injury and property damage, insurance applicable to the Condominium Property in such amounts as shall be determined annually by the Board of Directors of the Association.

(3) Insurance On Units Committed to Interval Ownership. The Board of Directors of the Association, shall obtain casualty and liability insurance, as needed, on all Units committed to Interval Ownership, in such amounts and with such coverage as shall be determined annually by the Board of Directors which shall include, but not be limited to additional living expense coverage. The named insured shall be the Association, individually and as agent for all of the Unit Week Owners in each such Unit, without naming them, and as agent for their mortgagees. The premiums shall be a part of the maintenance fee. All losses thereunder shall be payable to the Insurance Trustee hereinafter designated. All such proceeds shall be used for the purpose of repair or replacement of any loss, or in the event such loss is not to be repaired or replaced, as determined elsewhere, to be divided among all Owners of Unit Weeks in such Unit in accordance with Exhibit No. 6, to the Declaration. Any deficit or overage in such proceeds, after repair or replacement, shall be divided among all such Owners of Unit Weeks in that Unit in accordance with Exhibit No. 6, to the Declaration. Deficits shall be treated as part of the maintenance fee next due.

(4) Workmen's Compensation policy to meet the requirements of law.

(5) Such Other Insurance as the Board of Directors of the Association shall determine from time to time desirable.

C. Premiums: Premiums upon insurance policies other than insurance policies on Units committed to Interval Ownership, as provided for herein, purchased by the Association, shall be paid by the Association as a common expense.

D. Insurance Trustee; Shares 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 interests may appear, and shall provide that all proceeds covering property losses shall be paid to the insurance trustee, which shall be designated by the Board of Directors and which shall be any bank or trust company in Florida with trust powers. The insurance trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to 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:

(1) Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(2) Condominium Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(a) When the Building is to be Restored - For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(b) When the Building is Not to be Restored - An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(3) Mortgagees. In the event a mortgage 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 interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds: Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(1) Expense of the Trust. All expenses of the insurance trustee shall be first paid or provision made therefor.

(2) 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. Remittance to 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.

(3) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere 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 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.

(4) 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 Secretary as to the names of the Unit Owners and their respective shares of the distribution.

F. Association as Agent: The Association is hereby 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.

G. Notice of Insurance Coverage: In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association will give Notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

H. Inspection of Insurance Policy: A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

II. RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Determination to Reconstruct or Repair: If any part of the Common Elements or any building containing Condominium Units shall be damaged by casualty, the damaged Property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(1) Certificate. The insurance trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged Property is to be reconstructed or repaired.

B. Plans and Specifications: Any reconstruction or repair required by this Article XV, must provide for an equal number of Units if the damaged improvement is a building containing Condominium Units, and shall be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as Exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged Property is a building containing Condominium Units, such approval shall be by the Owners and Institutional Mortgagees of not less than 50% of the Common Elements, including the Owners and Institutional Mortgagees of all damaged Units, which approval shall not be unreasonably withheld. All reconstruction or repairs shall be in accordance with applicable law, regulation, local ordinance or the action of a governmental authority having jurisdiction. The Association shall use its best efforts to overcome any prohibition on reconstructing or repairing a damaged improvement including, without limitation, resort to administrative and/or judicial remedies, unless the Association's legal counsel shall have rendered an opinion to the Association that the likelihood of success of such action is remote. If reconstruction or repair of a damaged improvement containing Condominium Units is prohibited, and the Condominium Units contained therein are not tenantable, the Condominium will be terminated as elsewhere provided. In the event insurance proceeds are insufficient to cover the expenses of reconstruction, the Board of Directors shall levy a special assessment against the Unit Owners to cover any deficit.

C. Responsibility: If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimates of Costs: Immediately after a determination is made to rebuild or repair damage to Property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

E. Assessments: The amount by which an award of insurance proceeds to the insurance trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all Unit Owners in proportion to their shares in the Common Elements. If the proceeds of such assessments and of the 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, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners, in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Elements.

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

(1) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$25,000.00, then the sums paid upon such assessments shall be deposited by the Association with the insurance trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the insurance trustee by the Association from collection of assessment against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association - Lesser Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$25,000.00, then the construction fund shall be disbursed in

payment of such costs upon the order of the Board of Directors, provided, however, that upon request to the insurance trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

- (b) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$25,000.00, then the construction fund shall be disbursed in payment of such costs 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.
- (c) Unit Owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the insurance trustee to the Unit Owner, or if there is a mortgage endorsement as to such Unit, then to the Unit Owner and mortgagee jointly, who may use such proceeds as they may be advised.
- (d) Surplus - It shall be presumed that the first monies disbursed in payment of costs and reconstruction 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 not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.
- (e) Certificate - Notwithstanding the provisions herein, the insurance trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the insurance trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are

less than the assessments paid by Owners. Instead, the insurance trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the insurance trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

XVI.

USE AND OCCUPANCY

A. Use Restriction: The Owner of a Unit shall occupy and use his Unit as a single family private dwelling for himself and the members of his family, his social guests, lessees, licensees and invitees. Notwithstanding the foregoing, nothing in this Declaration shall be construed to restrict the Developer, or any successor in interest to the Developer, from selling and/or conveying any Unit under a plan of Interval Ownership, or any person, group of persons, corporation, partnership, or other entity, from selling, reconveying, or in any other way, transferring same, at any time under said plan of Interval Ownership.

B. Prohibited Acts: The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance in the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners, or annoy them by unreasonable noises, or otherwise, nor shall the Unit Owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium Property.

C. Restrictions on Alterations: The Owner of a Unit shall not cause anything to be affixed or attached to, hung, displayed or placed, on the exterior walls, doors or windows of the Units nor the Limited Common Elements or the Common Elements, nor shall they cause any type of ground coverage to be installed nor shall they grow any type of plant, shrubbery, flower, vine or grass outside their Unit, nor shall they cause awnings or storm shutters, screens, enclosures and the like to be affixed or attached to any Units, Limited Common Elements or Common Elements; nor shall they place any furniture or equipment outside their Unit except with the prior written consent of the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes line or similar device shall be allowed on any portion of the Condominium Property, nor shall clothes be hung anywhere except where designated by the Board of Directors of the Association.

D. Common Elements: No person shall use the Common Elements and Limited Common Elements or any part thereof, or a Condominium Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Board of Directors.

E. Holdover Interval Owners: In the event any Owner of a Unit Week in a Unit committed to Interval Ownership fails to vacate his Unit at the expiration of his period of Ownership each year, or at such earlier time as may be fixed by the Rules and Regulations adopted by the Board of Directors from time to time, he shall be deemed a "Holdover Owner". It shall be the responsibility of the Association to take such steps as may be necessary to remove such Holdover Owner from the Unit, and to assist the Owner of any subsequent Unit Week, who may be affected by the Holdover Owner's failure to vacate, to find alternate accommodations during such holdover period.

In addition to such other remedies as may be available to it, the Association shall secure, at its expense, alternate accommodations for any Owner who may not occupy his Unit due to the failure to vacate of any Holdover Owner. Such accommodations shall be as near in value to the Owner's own Unit as possible. The Holdover Owner shall be responsible for the following "hold-over charges": the cost of such alternate accommodations; any other costs incurred due to this failure to vacate; and an administrative fee of one hundred (\$100.00) dollars, per day, or such administrative fee which is specified in the Rules and Regulations adopted by the Board of Directors during his period of holding over. In the event it is necessary that the Association contract for a period greater than the actual period of holding over, in order to secure alternate accommodations as set forth above, the entire period shall be the responsibility of the Holdover Owner, although the administrative fee shall cease upon actual vacating by the Holdover Owner.

The Association shall submit a bill to the Holdover Owner in accordance with this paragraph for the holdover charges. In the event the Holdover Owner fails to pay same within ten (10) days of the date of same, a lien shall be filed against said Holdover Owner's Unit Weeks in accordance with the provisions of Article XIV, hereof.

The above provisions of Article XVI, E, shall not abridge the Association's right to take such other action as is provided by law.

XVII.

MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a Contract with any firm, person or corporation, or may join with other Condominium Associations and entities in contracting for the maintenance and repair of the Condominium Property and other type properties, and may contract for or may join with other Condominium Associations in contracting for the management of the Condominium Property and other type properties. The Contractor or Manager may be authorized to determine the budget, make assessments for common expenses and maintenance fees and collect assessments and maintenance fees subject to the approval of the Board of Directors as provided by this Declaration, By-Laws, and Exhibits to the Declaration.

B. Each Owner of a Unit not committed to Interval Ownership agrees as follows:

(1) To maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, floors) whether or not a part of the Unit or Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit.

(2) Not to make or cause to be made any structural addition, alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the building whether within a Unit or part of the Limited Common Elements without the prior written consent of the Board of Directors of the Association.

C. Each Owner of Unit Weeks in a Unit committed to Interval Ownership agrees:

(1) To pay his proportionate share of the cost of the maintenance and repair of all interior and exterior components of said Unit, the cost of maintenance, repair and replacement of all appliances, furniture, carpeting, fixtures, equipment, utensils, and other personal property within said Unit, and such other costs of repair, maintenance, upkeep and operation of the Unit as is necessary to the continued enjoyment of said Unit by all said Owners of Unit Weeks therein. The Association shall be responsible for the maintenance and repair of all of the items described herein.

(2) Not to make, cause, or allow to be made, any repairs, modifications, alterations, or replacements to the Common Elements, Limited Common Elements, outside or exterior portion of the buildings whether within a Unit or part of the Limited Common Elements or Common Elements, exterior or interior of his Unit, or of the furnishings, appliances, personal property, or decor thereof, without the prior written consent of the Board of Directors of the Association, and all other Owners of Unit Weeks therein.

(3) Expenses of repairs or replacements to the Unit or its components, furnishings, carpeting, appliances, or other property, real, personal, or mixed, occasioned by the specific use or abuse of any Owner of Unit Weeks in any Unit, or any licensee or tenant of said Owner, shall be borne in their entirety by said Owner.

(4) The Association, shall determine the interior color scheme, decor and furnishings, of each such Unit, as well as the proper time for redecorating and replacements thereof.

D. All Owners of Units, including Owners of Unit Weeks in Units committed to Interval Ownership, agree as follows:

(1) To allow the Board of Directors, or the agents or employees of any Management Firm or the Association, to enter into any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the Units, Limited Common Elements or the Common Elements, or to determine in case of emergency, circumstances threatening Units, Limited Common Elements or the Common Elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

(2) To show no signs, advertisements or Notices of any type on the Common Elements, Limited Common Elements, or his Unit, and to erect no exterior antenna or aerials, except as consented to by the Board of Directors of the Association.

E. In the event the Owner of a Unit fails to maintain the said Unit and Limited Common Elements, as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association, shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an assessment against the Owner of a Unit, and the Unit, for such necessary sums to remove any unauthorized addition or alteration and to restore the Property to good condition and repair. Where said failure, alteration, addition, or other violation is attributable to an Owner of Unit Weeks in a Unit committed to Interval Ownership, any such levy of an assessment shall be limited to the Unit Weeks owned by said Owner of Unit Weeks and shall be of no force and effect as to any other Owner of Unit Weeks in said Unit.

Said assessment shall have the same force and effect as all other special assessments. The Association, shall have the further right to have its employees or agents, or any subcontractors appointed by it, enter a Unit at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Association, to enforce compliance with the provisions hereof.

F. The Association, shall determine the exterior color scheme of the buildings and all exteriors, and interior color scheme of the Common Elements, and shall be responsible for the maintenance thereof, and no Owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Board of Directors of the Association.

G. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements and all Property not required to be maintained, repaired and/or replaced by the Unit Owners. Notwithstanding the Unit Owner's duty of maintenance, repair, replacement and the other responsibilities as to his Unit, as is provided in this Declaration and Exhibits attached thereto, the Association, may enter into an agreement with such firms or companies as it may determine to provide certain services and/or maintenance for and on behalf of the Unit Owners whereby maintenance and service are provided on a regularly scheduled basis for air conditioning maintenance and service and appurtenances thereto, exterminating services and other types of maintenance and services as the Association deems advisable and for such period of time and on such basis as it determines. Said agreements shall be on behalf of all Unit Owners and the assessments due from each Unit Owner for common expenses shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge for said maintenance or service. Each Unit Owner shall be deemed a party to said agreement with the same force and effect as though said Unit Owner had executed said agreement and it is understood and agreed that the Association shall execute said agreements as the agent for the Unit Owners. The aforesaid assessment shall be deemed to be an assessment under the provisions of Article XIV, of this Declaration.

XVIII.

LIMITED COMMON ELEMENTS

Those areas reserved for the use of certain Unit Owners or a certain Unit Owner, to the exclusion of other Unit Owners, are designated as "Limited Common Elements", and are shown and located on the Surveys annexed hereto as "Exhibit No. 1". Any expense for the maintenance, repair or replacement relating to Limited Common Elements shall be treated as and paid for as part of the common expenses of the Association unless otherwise specifically provided in this Declaration and Exhibits attached hereto. The Limited Common Elements are comprised of the private porches appurtenant to the Units as described in Exhibit No. 1.

XIX.

TERMINATION

A. If fifty-one (51%) percent of the Unit Owners and holders of all liens and mortgages affecting any of the Condominium Parcels execute and duly record an instrument terminating the Condominium Property, or if there exists a prohibition on the reconstruction or repair of a damaged improvement containing Condominium Units which are not tenantable, as required by Article XV, said Property shall be deemed to be subject to termination and thereafter owned in common by the Unit Owners. The undivided interest in the Property owned in common by each Unit Owner shall then become the percentage of the undivided interest previously owned by such Owner in the Common Elements upon termination of the Condominium.

B. It is understood that in the year 2021, the Purchasers of Units committed to Interval Ownership shall become tenants in common. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days, prior to the actual date of such conversion to tenancy in common, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. At such meeting, a vote shall be taken to decide the disposition of the Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. At such meeting, the Owners, by a majority vote, may vote to continue their intervals, in which case the restrictive covenants set forth below will be adopted as covenants running with the land for a period of ten (10) years. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days, prior to the actual expiration of said ten year period, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. The Owners may then vote to continue the intervals for an additional 10 year period. This process shall be repeated as the end of each successive 10 year period approaches. Should less than a majority of the Owners vote to continue the intervals at any such meeting, then the Board of Directors of the Association shall take the necessary steps to discontinue the Interval Ownership program at the Condominium, at which time the Board of Directors of the Association and each Owner of a Unit Week in a Unit committed to Interval Ownership shall have the right to take such action as is permitted by this Declaration and laws of the State of Florida. This shall include, but not be limited to, filing suit in a court of competent jurisdiction in Lee County, Florida for partition of the Units, if permitted by applicable law.

In the event the Owners vote to continue their Unit Weeks as provided above, then each Owner shall have the exclusive right to occupy his Unit, and as between Owners to use and enjoy the Common Elements of the Condominium, and the rights and easements appurtenant to his Unit during his Unit Weeks (and, in the case of Developer, during all Unit Weeks not theretofore conveyed, and to authorize others so to do, together with the non-exclusive right in common with all other Owners, but only when acting through the Association), to maintain and repair the Units during maintenance weeks. No Owner shall occupy his Unit, or exercise any other rights of Ownership in respect of his Unit other than the rights herein provided to him, during any other Unit Weeks unless expressly so authorized by the Owner entitled to occupy the Unit during such Unit Weeks or during any maintenance week except when acting through the Association. Each Owner shall keep his Unit and all furnishings in good condition and repair during his Unit Weeks, vacate the Unit at the expiration of his Unit Weeks, remove all persons and property therefrom excluding only furnishings, leave the Unit in good and sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may from time to time be contained in rules promulgated by the Association.

Subject to the laws of the State of Florida, no Owner or other person or entity acquiring any right, title or interest in a Unit shall seek or obtain through any legal procedures, judicial partition of the Unit or sale of the Unit in lieu of partition at any date prior to the expiration of each successive ten (10) year period voted by a majority of the Owners. If, however, any Unit Weeks shall be owned by two or more persons as tenants in common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the Unit Weeks in lieu of partition as between such co-tenants or joint tenants.

XX.

USE OF COMMON ELEMENTS
AND RECREATIONAL FACILITIES

The Association, its members, the Developer and its successors and assigns and all parties who own an interest in and to the recreational facilities agree that they shall not have any right to bring any action for partition or division of the real Property that constitutes said recreational facilities and said parties do hereby waive said rights of partition or division of said recreational facilities. The initial Rules and Regulations, and all Amendments thereof and revision thereof pertaining to use of the Common Elements and recreational facilities shall be posted in conspicuous places on the Common Elements or recreational facilities. The Unit Owners hereby covenant and agree to be bound by all of such Rules and Regulations and said parties shall obey same and be responsible for their being obeyed by the said Unit Owners, their family, guests, invitees, lessees and servants. Should a Unit Owner fail to pay an assessment for common expenses or his maintenance fee, as required under the terms of this Declaration of Condominium for the period of time specified herein whereby said assessment or maintenance fee becomes delinquent, the Association may deny the Unit Owner and/or the authorized user of the recreational facilities the use and enjoyment of same until such time as all assessments or maintenance fees are paid. The Association shall further have the right in its sole discretion to suspend any Unit Owner and/or authorized user of said recreational facilities from the use of same for a period not to exceed thirty (30) days for any infraction of the promulgated Rules and Regulations pertaining to said recreational facilities, and in the case

of a Unit committed to Interval Ownership for a period not to exceed seven (7) days. Should the Unit Owner or the authorized user of said recreational facilities rights to use same be suspended, there shall be no reduction in the assessments or maintenance fees due and payable by said Unit Owner or authorized user. In the case of a Condominium Unit committed to Interval Ownership, all sanctions, as outlined above, shall be limited to the delinquent Unit Week Owner and shall be of no force and effect against non-delinquent Owners of Unit Weeks in such Condominium Unit committed to Interval Ownership.

Any person who is the Owner of a Condominium Parcel, together with members of his family, social guest, lessees, invitees and licensees, may use the recreational facilities. Where a corporation is a Parcel Owner, the use of said recreational facilities shall be limited at any one time to such Officer, Director or employee of said corporation who is in actual residence or possession of the Unit and such individual shall be deemed to be the Condominium Parcel Owner for the purposes of this paragraph. Where a party owns one Condominium Unit and leases same, the lessee shall be entitled to the use of the recreational facilities and said lessee's rights thereto shall be the same as though said lessee were the Unit Owner and during the term of said lease, the Unit Owner and his family shall not be entitled to the use of the recreational facilities. Use of the recreational facilities by Owners of Unit Weeks in Units committed to Interval Ownership, or any other person using the facilities through said Owner, shall be limited to the period of Ownership each year of said Owner of Unit Weeks in such Unit.

XXI.

MANAGEMENT AGREEMENT

A. Pursuant to the provisions of Article XVII A, the Association has entered into a Management Agreement, a copy of which is annexed hereto as Exhibit No. 4, and made a part hereof. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including, but not limited to:

(1) Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Association.

(2) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Management Agreement.

(3) Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

(4) Agreeing that the persons acting as Directors and Officers of the Association entering into such an Agreement have not breached any of their duties or obligations to the Association.

(5) It is specifically recognized that some or all of the persons comprising the original Board of Directors of the Association, are or may be stockholders, Officers and Directors of the Management Firm, and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement, in whole or in part.

(6) The acts of the Board of Directors and Officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

XXII.

MISCELLANEOUS PROVISIONS

A. The Owners of the respective Condominium Units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding their respective Condominium Units, nor shall the Unit Owner be deemed to own pipes, wires, conduits, or other public utility lines running through said respective Condominium Units which are utilized for or serve more than one Condominium Unit, which items are, by these presents, hereby made a part of the Common Elements. Said Unit Owner, however, shall be deemed to own the walls and partitions which are contained in said Unit Owner's Condominium Unit, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc., however, all load bearing walls and, where applicable, the floor between the lower level and upper level within a multi-floor Condominium Unit are a part of the Common Elements to the unfinished surface of said walls and floors.

B. The Owners of the respective Condominium Units agree that if any portion of a Condominium Unit or Common Element or Limited Common Element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event the Condominium building is partially or totally destroyed and then rebuilt, the Owners of the Condominium Parcels agree that encroachments on parts of the Common Elements or Limited Common Elements or Condominium Units, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

C. No Owner of a Condominium Parcel may exempt himself from liability for his contribution toward the common expenses or, in the case of an Owner of Unit Weeks in a Condominium Unit committed to Interval Ownership, the maintenance fee, by waiver of the use and enjoyment of any of the Common Elements or the recreation facilities or by the abandonment of his Condominium Unit.

D. The Owners of each and every Condominium Parcel shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the Condominium is situate, or for such other future legally authorized governmental Officer or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each Unit Owner to pay ad valorem taxes and special assessments as are separately assessed against his Condominium Parcel. Subject to the provisions of Article IX, ad valorem taxes on a Unit committed to Interval Ownership shall be paid by the Association and said taxes shall be collected as part of the maintenance fee in the event the Unit Week Owners are not billed individually for ad valorem taxes.

For this purpose of ad valorem taxation, the interest of the Owner of a "Condominium Parcel" in his "Condominium Unit" and in the "Common Elements", shall be considered a Unit. The value of said Unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said Unit in this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

E. All provisions of this Declaration and Exhibits attached hereto, and any Amendments thereof, shall be construed as covenants running with the land, and of every part thereof and interest therein, including, but not limited to every Unit and the appurtenances thereto, and every Unit Owner and Occupant of the Condominium Property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and any Amendments thereof.

F. If any of the provisions of this Declaration, or of the By-Laws, the Articles of Incorporation of the Association, the Management Agreement, or of the Condominium Act, or any section, clause, phrase, word, or the application thereof, in any circumstance, is held invalid the validity of the remainder of this Declaration, the By-Laws, Articles of Incorporation and Management Agreement, or the Condominium Act, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

G. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners either personally or by mail, addressed to such Unit Owners at their place of residence on file with the Condominium Association from time to time. Proof of such mailing or personal delivery by the Association or any Management Firm shall be given by the Affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the Secretary of the Association, or the President of the Association, or to any member of the Board of Directors of the Association. The change of the mailing address of any party as specified herein shall not require an Amendment to this Declaration.

Notices to the Developer shall be delivered by mail at: Marand, Ltd., 6535 McGregor Boulevard #12, Fort Myers, Florida 33907.

Notices to the Management Firm shall be delivered by mail at: Mariner Property Management, Inc., 2353 Periwinkle Way, Suite 103, Sanibel, Florida 33957.

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given the personal representatives of a deceased Owner or devisee, when there is no personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered. The change of the mailing address of any party, as specified herein, shall not require an Amendment to the Declaration.

H. The Developer shall have the right so long as one (1) Condominium Unit or Unit Week is being held by the Developer for sale in the ordinary course of business to use such portions of the Common Elements as the Developer shall determine in its sole discretion for the purpose of aiding in the sale of Condominium Units and/or Unit Weeks including the right to use portions of the Condominium Property for parking for prospective purchasers and such other parties as Developer determines. The foregoing right shall mean and include the right to display and erect signs, billboards and placards and store, keep and exhibit same and distribute audio and visual promotional materials upon the Common Elements.

I. Each Unit Owner and the Association shall be governed by and shall comply with this Declaration and the By-Laws attached hereto, and the Condominium Act of the State of Florida. Failure to do so shall entitle the Association or any Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association in a proper case by or against one or more Unit Owners, and the prevailing party shall be entitled to receive reasonable attorneys' fees. Such relief shall not be exclusive of other remedies provided by law.

J. The Board of Directors of the Condominium Association, when authorized by a vote of the majority of the total vote of the members of the Association, may, individually, or together with other Condominium Associations and others, purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, including, but not limited to country clubs, golf clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of Ownership, rental membership fees, operations, replacements and other undertakings in connection therewith shall be included in the common expense assessment or in the event this expense is attributable solely to Condominium Units committed to Interval Ownership, the maintenance fee for Units committed to Interval Ownership.

K. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

L. The captions used in this Declaration of Condominium and Exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto annexed.

M. Where an Institutional First Mortgage, by some circumstance, fails to be a First Mortgage, but it is evident that it is intended to be a First Mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an Institutional First Mortgage.

N. Subject to the provisions of Section 718.203 of the Condominium Act, the Developer specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Condominium documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein unless otherwise stated. Maintenance fees, common expenses, taxes or other charges are estimates only and no warranty, guaranty or representation is made or intended, nor may one be relied upon.

O. Condominium Association, by its execution of this Declaration of Condominium, approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto. The Condominium Unit Owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium Unit or Unit Week, and other

parties by virtue of their occupancy of Units hereby approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached thereto.

P. No Condominium Parcel Owner shall bring, or have any right to bring, any action for partition or division of the Condominium Property, nor shall any Owner of Unit Weeks within any Condominium Unit committed to Interval Ownership have any right to bring any such action with reference to other Owners of Unit Weeks in such Condominium Unit, if permitted by law, until such time as is provided for in Article XIX.

The Interval Conveyance consists of an estate for years, together with a remainder over as tenants in common with all other Purchasers of Unit Weeks, in each such Condominium Unit as set forth in the Deed of Conveyance. No Owner of Unit Weeks in a Unit committed to Interval Ownership, shall have the right to separate the estate for years from the remainder interest.

Q. The real Property submitted to Condominium Ownership herewith is subject to conditions, limitations, restrictions, reservations, all matters of record and the rights of the United States of America, the State of Florida or any governmental authority or agency as to any submerged lands and as to any lands lying below the natural ordinary high-water line of the surrounding bodies of water, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, utility service, and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to accept and grant such easements and designate the beneficiaries thereof for such time as the Developer determines in its sole discretion, and thereafter, the Association shall be empowered to accept and grant such easements on behalf of its members. During the period of time that the Developer has the right to accept and grant the foregoing easements, the Developer shall have the right to move, substitute and vacate said easements, and the consent and approval of the Association, its members, or anyone else, shall not be required. The right to accept and grant the foregoing easements shall be subject to said easements not structurally weakening the buildings and improvements upon the Condominium Property, nor unreasonably interfering with the enjoyment of the Condominium Property by the Association's members.

R. In order to insure the Condominium Property with adequate and uniform water service and sewerage disposal service, the Developer shall and hereby reserves the exclusive right to contract for the servicing of said Condominium and the Unit Owners therein with said services. Pursuant to the foregoing, the Developer has, will or may contract with, a utility company which may include a municipal or governmental agency or authority for the furnishing of said services and the Association and Unit Owners agree to pay the charges therefor pursuant to and to comply with all of the terms and conditions of said utility Agreement.

S. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein thereby, the provisions of this Declaration and Exhibits attached hereto shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated therein.

T. Leasing or renting of a Condominium Unit or Unit Weeks within a Condominium Unit committed to Interval Ownership is permitted.

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

V. The Owner of a Unit shall have an easement for ingress and egress, over such streets, walks and other rights-of-way serving the Units within the Condominium as a part of the "Common Elements" as may be necessary to provide reasonable access to said public ways, and such easement shall extend to the invitees and licensees of said Unit Owner. In the event that any of said easements for ingress and egress shall be encumbered by any leasehold or lien, other than those on the Condominium Parcels, such leaseholds or liens shall hereby be subordinate to the use rights of any Condominium Unit Owner or Owners whose Condominium Parcel is not also encumbered by said lien or leasehold.

XXIII.

PHASE CONDOMINIUM

This Condominium may be developed in Phases, pursuant to Chapter 718.403, of the Florida Statutes, with the first Phase, i.e., Phase A, consisting of the real Property legally described in Exhibit No. 1, attached hereto. Phase A, consists of the Units in the building and other improvements as shown and set forth in Exhibit No. 1, attached hereto. The Units in Phase A, of this Condominium shall own a fractional, undivided interest in the Common Elements and be responsible for a fractional share of the common expenses of this Condominium, as set forth in Exhibit No. 5, to this Declaration.

Should the Developer decide, in its sole discretion, to add Phase B, Phase C, Phase D, Phase E, Phase F and Phase G, to this Condominium; then Phase B, shall consist of the real property described in Exhibit No. 7, attached hereto; Phase C, shall consist of the real property described in Exhibit No. 9, attached hereto; Phase D, shall consist of the real property described in Exhibit No. 11, attached hereto; Phase E, shall consist of the real property described in Exhibit No. 13, attached hereto; Phase F, shall consist of the real property described in Exhibit No. 15, attached hereto; and Phase G, shall consist of the real property described in Exhibit No. 17, attached hereto. Should Phase B, Phase C, Phase D, Phase E, Phase F and Phase G, be added to this Condominium, then in such event, this Condominium shall consist of the Units in the buildings and other improvements as described and set forth in Exhibit No. 7, 9, 11, 13, 15 and 17 attached hereto. Phase A, consists of eight (8) Units; Phase B, if added, will consist of eight (8) Units; Phase C, if added, will consist of eight (8) Units; Phase D, if added, will consist of eight (8) Units; Phase E, if added, will consist of six (6) Units; Phase F, if added, will consist of eight (8) Units and Phase G, if added, will consist of eight (8) Units. If Phase B, is added to this Condominium, then each Unit in this Condominium, i.e., sixteen (16) Units, shall own a fractional, undivided interest in the Common Elements and be responsible for a fractional share of the common expenses of the Condominium as set forth in Exhibit No. 8. If Phase C, is added to this Condominium, then each Unit in this Condominium, i.e., twenty four (24) Units, shall own a fractional, undivided interest in the Common Elements and be responsible for a fractional share of the common expenses of the Condominium as set forth in Exhibit No. 10. If Phase D, is added to this Condominium, then each Unit in this Condominium, i.e., thirty-two (32) Units, shall own a fractional, undivided interest in the Common Elements and be responsible for a fractional share of the common

expenses of the Condominium as set forth in Exhibit No. 12. If Phase E, is added to this Condominium, then each Unit in this Condominium, i.e., thirty-eight (38) Units, shall own a fractional undivided interest in the Common Elements and be responsible for a fractional share of the common expenses of the Condominium as set forth in Exhibit No. 14. If Phase F, is added to this Condominium, then each Unit in this Condominium, i.e., forty-six (46) Units, shall own a fractional, undivided interest in the Common Elements and be responsible for a fractional share of the common expenses of the Condominium as set forth in Exhibit No. 16. If Phase G, is added to this Condominium, then each Unit in this Condominium, i.e., fifty-four (54) Units, shall own a fractional, undivided interest in the Common Elements and be responsible for a fractional share of the common expenses of the Condominium as set forth in Exhibit No. 18. The general size of the Units in Phase B, will be as reflected in Exhibit No. 7, attached hereto; the general size of the Units in Phase C, will be reflected in Exhibit No. 9, attached hereto; the general size of the Units in Phase D, will be as reflected in Exhibit No. 11, attached hereto; the general size of the Units in Phase E, will be as reflected in Exhibit No. 13, attached hereto; the general size of the Units in Phase F, will be as reflected in Exhibit No. 15, attached hereto; and the general size of the Units in Phase G, will be as reflected in Exhibit No. 17, attached hereto. If Phase B, Phase C, Phase D, Phase E, Phase F and Phase G, is added to this Condominium, the impact on the Condominium will be to increase the number of Units from eight (8) Units to a maximum of fifty-four (54) Units, and the number of persons who will be entitled to use the recreational facilities will also be increased accordingly. The further impact will be to increase the common expenses; however, the number of Units sharing the said costs will be increased as provided for above.

Each Unit in the Condominium is entitled to one (1) vote at any meeting of the Association as provided in Article VII, of this Declaration. If the Condominium consists of only Phase A, there will be eight (8) votes; if Phase B, is added to this Condominium, there will be sixteen (16) votes; if Phase C, is added to this Condominium, there will be twenty-four (24) votes; if Phase D, is added to this Condominium, there will be thirty-two (32) votes; if Phase E, is added to this Condominium, there will be thirty-eight (38) votes; if Phase F, is added to this Condominium, there will be forty-six (46) votes and if Phase G, is added to this Condominium, there will be fifty-four (54) votes.

Should the Developer, in its sole discretion, decide to construct and add the Units in Phase B, Phase C, Phase D, Phase E, Phase F and Phase G, to this Condominium, then upon substantial completion of the construction of the improvements, including the building to be added in each Phase, the Developer shall cause a surveyor, authorized to practice in the State of Florida, to prepare a survey of the Phase to be added and certify said survey, as required by and pursuant to the applicable provisions of Chapter 718, et seq. and Chapter 718.104(4)(e), of the Florida Statutes. This survey shall be attached to an amendment to this Declaration and the same shall be executed solely by the Developer and recorded in the Public Records of Lee County, Florida, together with such other exhibits relating thereto as the Developer determines, in its sole discretion, are necessary. Pursuant to Chapter 718.403, of the Florida Statutes, and the provisions of this Declaration, this amendment shall not be required to be executed by, nor consented to, by the Unit Owners, Condominium Association, nor the members thereof, nor the Owners or holders of any lien encumbering a Condominium Parcel or Unit Week in this Condominium.

The recreational and other commonly used facilities of the condominium will consist of four (4) tennis courts, pool, pool deck, whirlpool, recreation room, office building and maintenance building. Two (2) tennis courts, pool and pool deck, whirlpool and recreation room will be located on Phase A and will be constructed simultaneously with the eight (8) Unit building to be located on Phase A. The office building will be located on Phase A and will only be constructed, if the Developer decides in its sole discretion, to add Phase C to this Condominium. The maintenance building will be located on Phase A and will only be constructed, if the Developer decides in its sole discretion, to add Phase F, to this Condominium. Two (2) tennis courts will be located on Phase G and will only be constructed, if the Developer decides in its sole discretion, to add Phase G to this Condominium.

Nothing contained in this Article XXIII, shall be construed as requiring the Developer to construct the additional Condominium Units and buildings referred to herein and add the same to this Condominium.

TIME SHARE ESTATES, AS DEFINED IN SECTION 718.103(19), OF THE FLORIDA STATUTES, WILL, OR MAY BE CREATED WITH RESPECT TO UNITS IN PHASE B, PHASE C, PHASE D, PHASE E, PHASE F AND PHASE G, OF THIS CONDOMINIUM.

The Developer has committed for Phase A, the minimum sum of Five Thousand Two Hundred (\$5,200.00) dollars, to purchase personal property for the Common Elements of the Condominium. The Developer has committed, for each additional phase which is added to this Condominium, the minimum sum of eight hundred (\$800.00) dollars, per phase, to purchase personal property for the Common Elements of the Condominium, pursuant to this Article XXIII. The Developer has committed the minimum sum of ten thousand (\$10,000.00) dollars, per Unit, to purchase personal property for each Unit committed to Interval Ownership in Phase A, of this Condominium and the sum of ten thousand (\$10,000.00) dollars, per Unit, for each Unit committed to Interval Ownership in any subsequent phase which is added to this Condominium. The Developer shall only be required to purchase such personal property for the Common Elements of the Condominium and each Condominium Unit committed to Interval Ownership in a subsequent phase if that subsequent phase is added to this Condominium.

XXIV.

DEVELOPER'S RIGHT TO ADD ADDITIONAL RECREATIONAL FACILITIES

The Developer reserves the right, but not the obligation, until such time as Phase C is added to this Condominium to construct an office building on the Phase A property described in Exhibit No. 1, to this Declaration of Condominium; until such time as Phase F is added to this Condominium to construct a maintenance building on the Phase A property described in Exhibit No. 1 to this Declaration of Condominium and to make such other alterations and additions to the Common Elements as the Developer deems necessary. Each Unit Owner acknowledges that the Developer has the right to make the above described alterations and additions to the Common Elements and such other alterations and additions to the Common Elements as the Developer deems necessary in its sole discretion. Upon completion of construction of the above described recreational facilities, or such other alteration and additions to the Common Elements, the Developer shall record an Amendment of this Declaration, with a Survey attached, reflecting the final location of the recreational facilities, or such other

alterations and additions to the Common Elements, and said Amendment need only be executed and acknowledged by the Developer and the consent of the Condominium Association, the Unit Owners, or the Owner and holder of any mortgage encumbering a Condominium Unit or Unit Week in this Condominium shall not be required. The Survey shall be certified in the manner required by the Condominium Act.

IN WITNESS WHEREOF, MARAND, LTD., a Florida Limited Partnership has caused these presents to be signed in its name by its General Partner this 1st day of December, 1981.

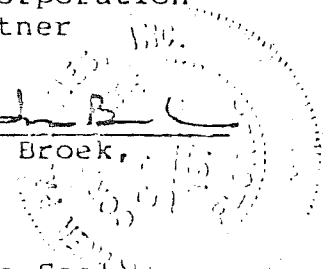
Signed, sealed and delivered in the presence of:

MARAND LTD., a Florida Limited Partnership

By MARINER PROPERTIES, INC., a Florida Corporation General Partner

[Signature]
[Signature]

By: [Signature]
Allen G. Ten Broek,
President



(Corporate Seal)

STATE OF FLORIDA)
SS:
COUNTY OF LEE)

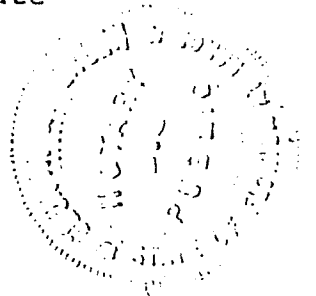
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared ALLEN G. TEN BROEK, as President of MARINER PROPERTIES, INC., a Florida Corporation, as General Partner of MARAND, LTD., a Florida Limited Partnership to me known to be the person described in and who executed the foregoing instrument and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and affixed thereto is the Official Seal of said Corporation, and the said instrument is the act and deed of said Corporation.

WITNESS my hand and official seal, at the State and County aforesaid, this 1st day of December, 1981.

Gloria P. Brown (SEAL)
Notary Public, State
of Florida

My Commission Expires:

January 30, 1983



FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, TORTUGA BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not-for-profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of the Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, the above described Corporation, a Florida Corporation not-for-profit, has caused these presents to be signed in its name by its President, and its Corporate Seal affixed, attested by its Secretary, this 1st day of December, 1981.

Signed, sealed and delivered in the presence of:

[Signature]

[Signature]

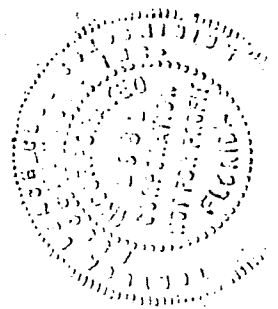
TORTUGA BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

By: [Signature] (SEAL)

President

Attest: [Signature] (SEAL)
Secretary

(ASSOCIATION)



STATE OF FLORIDA)
)
) SS:
)
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared Allen G. Ten Broek and Timothy R. Bogott, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary, respectively, of TORTUGA BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida Corporation not-for-profit, and they severally acknowledged before me that they executed such instrument as such Officers of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation.

WITNESS my hand and Official Seal at said County and State, this 1st day of December, 1981.

Gloria A. Brown (SEAL)
Notary Public, State of
Florida

My Commission Expires:

January 20, 1983



CONSENT OF MORTGAGEE

CITICORP REAL ESTATE, INC., a Delaware corporation, being the holder of that certain mortgage dated MAY 11th, 1981, and recorded in Official Records Book 1522, Page 1144, Public Records of Lee County, Florida, hereby consents to the filing of the foregoing Declaration of Condominium of Tortuga Beach Club Condominium in accordance with the requirements of Section 718.104, Florida Statutes.

Signed, sealed and delivered in the presence of:

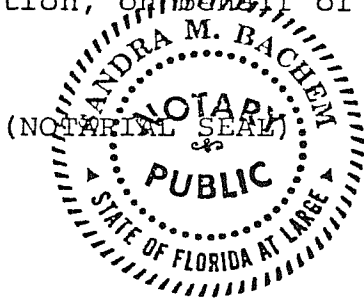
CITICORP REAL ESTATE, INC.

Thomas J. Pryor
Dana J. Roth

By: John Seaton
Vice President
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF Pinellas) ss.

The foregoing instrument was acknowledged before me this 4th day of December, 1981, by John Seaton, Vice President of CITICORP REAL ESTATE, INC., a Delaware corporation, on ~~behalf~~ of said corporation.



Andra M. Bachem
Notary Public

My commission expires:

Notary Public, State Of Florida At Large
My Commission Expires Oct. 5, 1983
State of Florida Notary Public Company of America

EXHIBIT NO. 1

TO DECLARATION

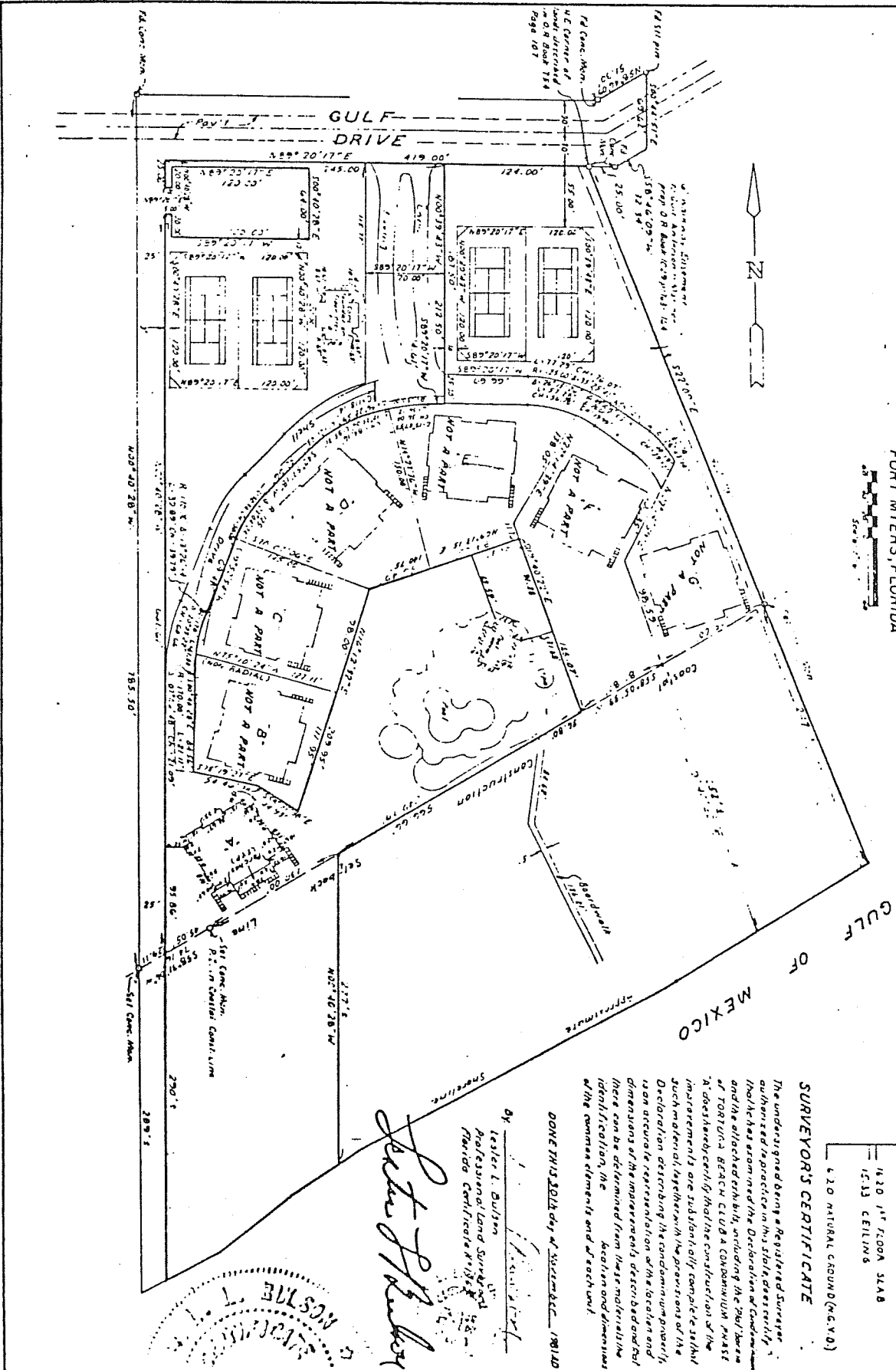
TORTUGA BEACH CLUB A CONDOMINIUM

PHASE - A

SECTION 29, TOWNSHIP 46 SOUTH, RANGE 23 EAST
CITY OF SANIBEL, LEE COUNTY, FLORIDA

JANUARY 1981

JOHNSON ENGINEERING INC.
CIVIL ENGINEERS AND LAND SURVEYORS
FORT MYERS, FLORIDA



FINISHES

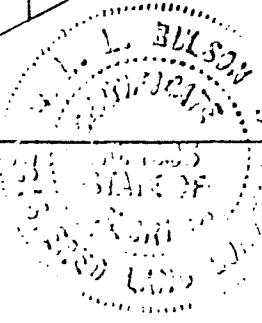
41.99 FLOOR
41.66 BOTTOM OF TAVISS
33.53 2 nd FLOOR SLAB
33.56 CEILING
24.87 2 nd FLOOR SLAB
24.10 CEILING
16.20 1 st FLOOR SLAB
15.33 CEILING
6.20 NATURAL GROUND (M.G.V.O.)

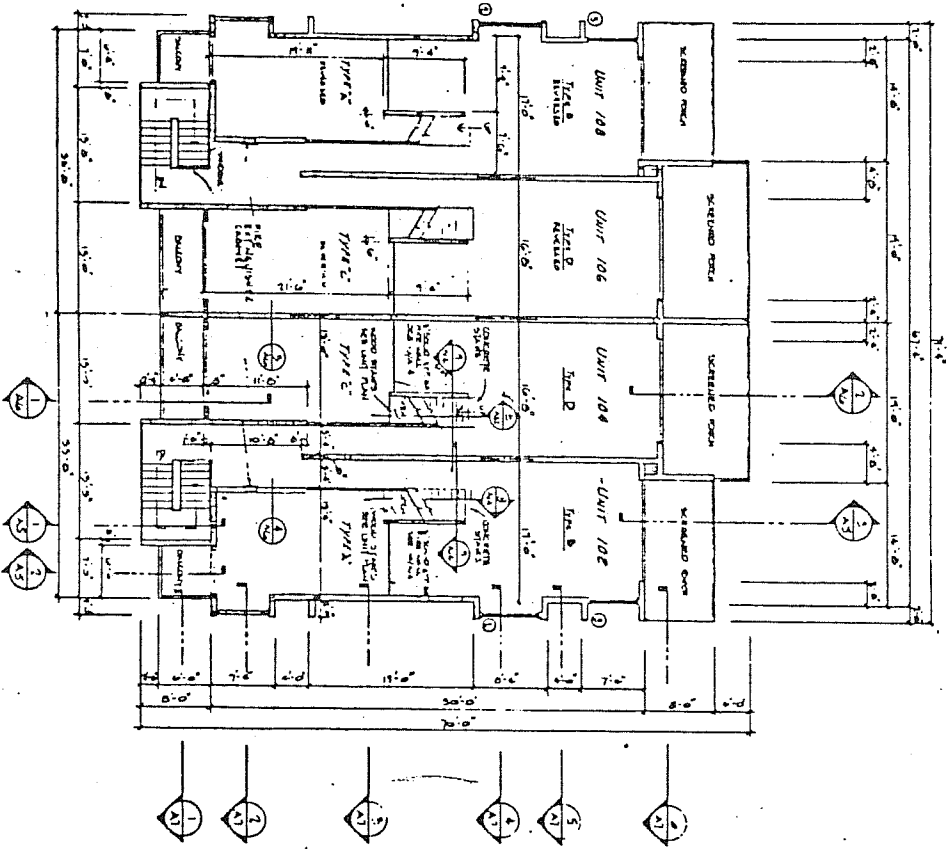
SURVEYOR'S CERTIFICATE

The undersigned being a Registered Surveyor authorized to practice in this state, does hereby declare that he has examined the Declaration of Condominium and the attached exhibits, including the 'Sub' Plans of TORTUGA BEACH CLUB A CONDOMINIUM PHASE A, and is satisfied that the construction of the improvements are substantially complete as set forth in the Declaration of Condominium and the Declaration describing the construction of the improvements. The improvements described and the dimensions of the improvements described and shown hereon can be determined from the same and that the identification, location, location and dimensions of the common elements and of each unit are as shown.

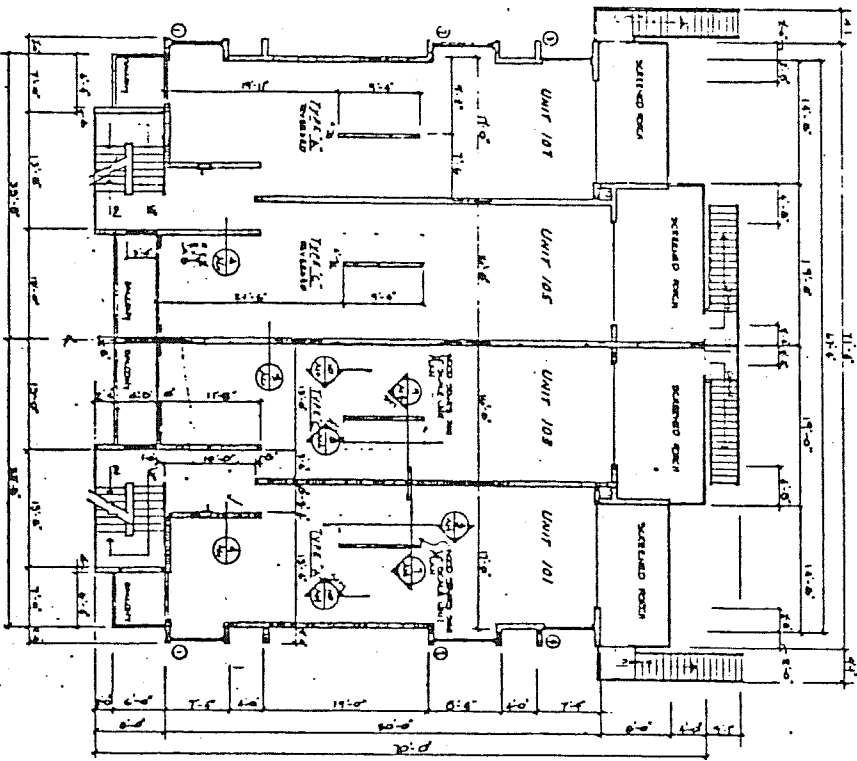
DONE THIS 20th day of November, 1981

By *Lester L. Bullson*
Lester L. Bullson
Professional Land Surveyor
Florida Certificate #11387





BUILDING PLAN - SECOND FLOOR
8'-11/2"

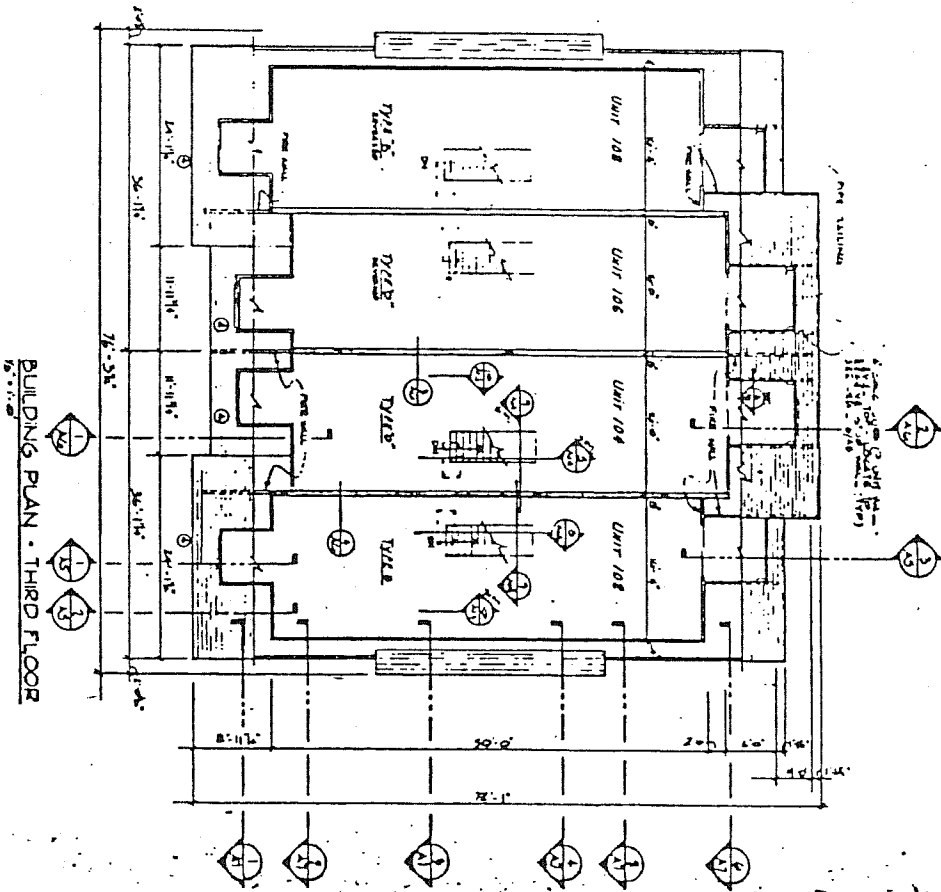


BUILDING PLAN - FIRST FLOOR
8'-11/2"

TORTUGA BEACH CLUB A CONDOMINIUM
PHASE 'A'
SANIBEL ISLAND FLA. SHEET 3072

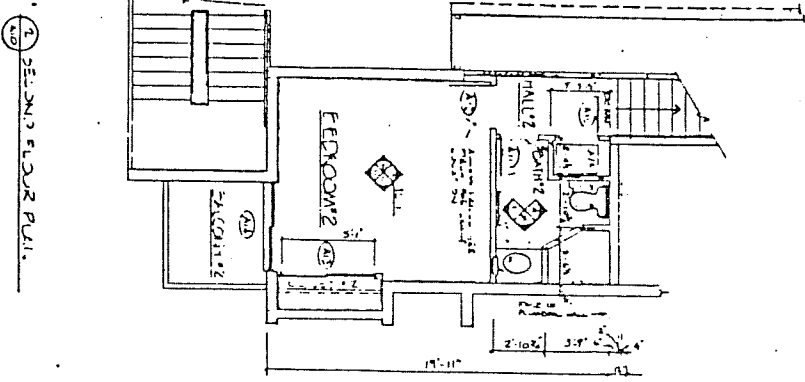
TORTUGA BEACH CLUB A CONDOMINIUM
PHASE X
SANIBEL ISLAND FLA.

SHEET 4 OF 6



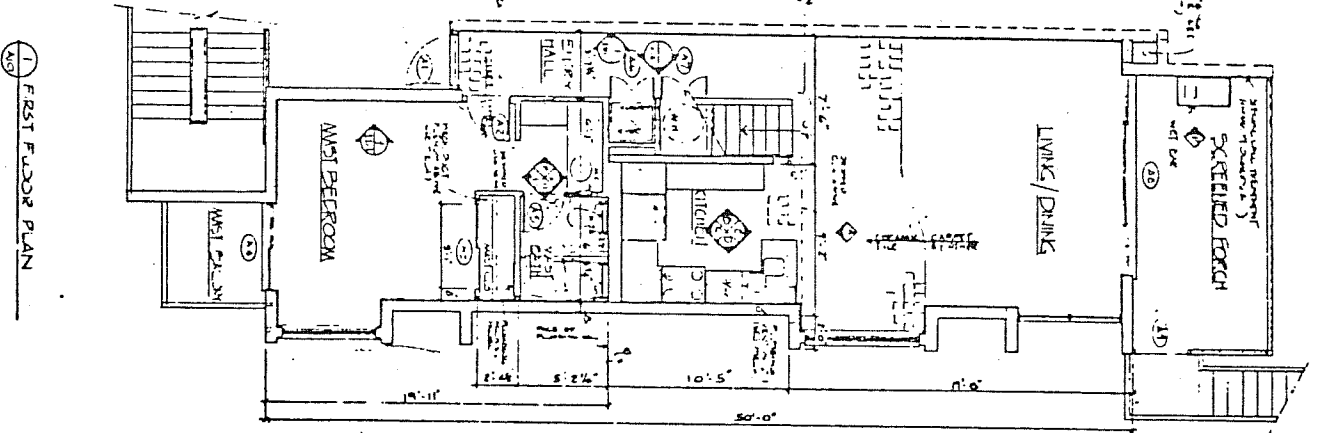
TORTUGA BEACH CLUB
A CONDOMINIUM
PHASE "A"
SANIBEL ISLAND FLA.

SHEET 5 OF 6



2 SECOND FLOOR PLAN

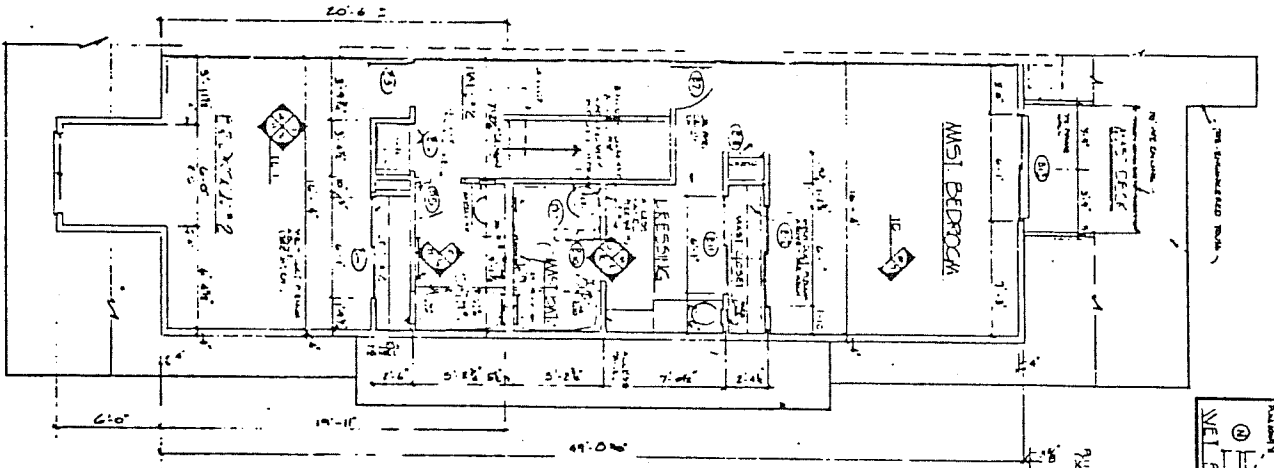
TYPE A FLOOR PLAN N.W. 110



1 FIRST FLOOR PLAN

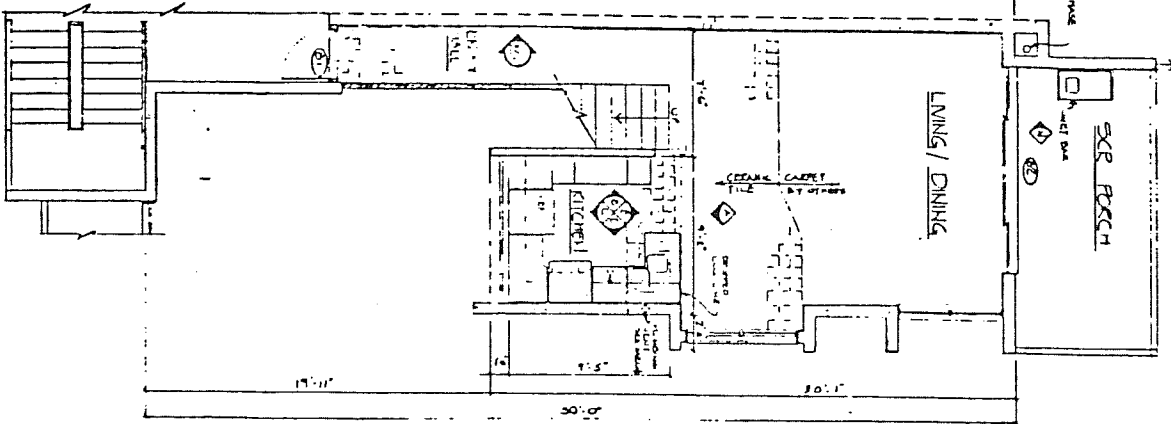
TYPE A FLOOR PLAN N.W. 110

3 3RD FLOOR PLAN

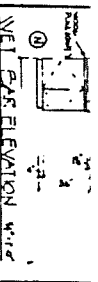


TYPE B FLOOR PLAN N.W. 110

4 2ND FLOOR PLAN



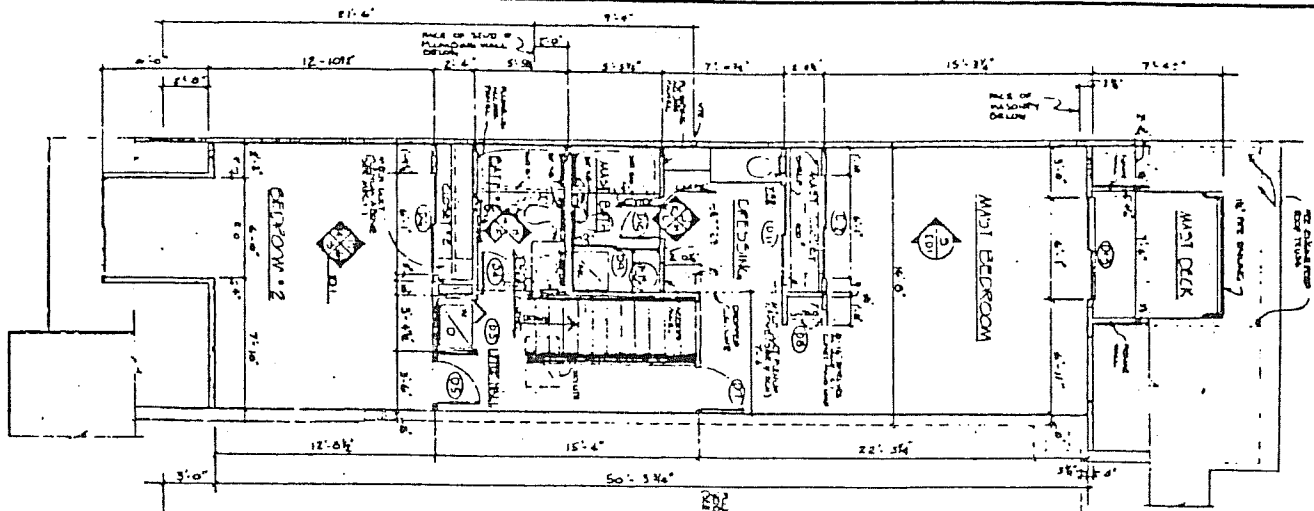
TYPE B FLOOR PLAN N.W. 110



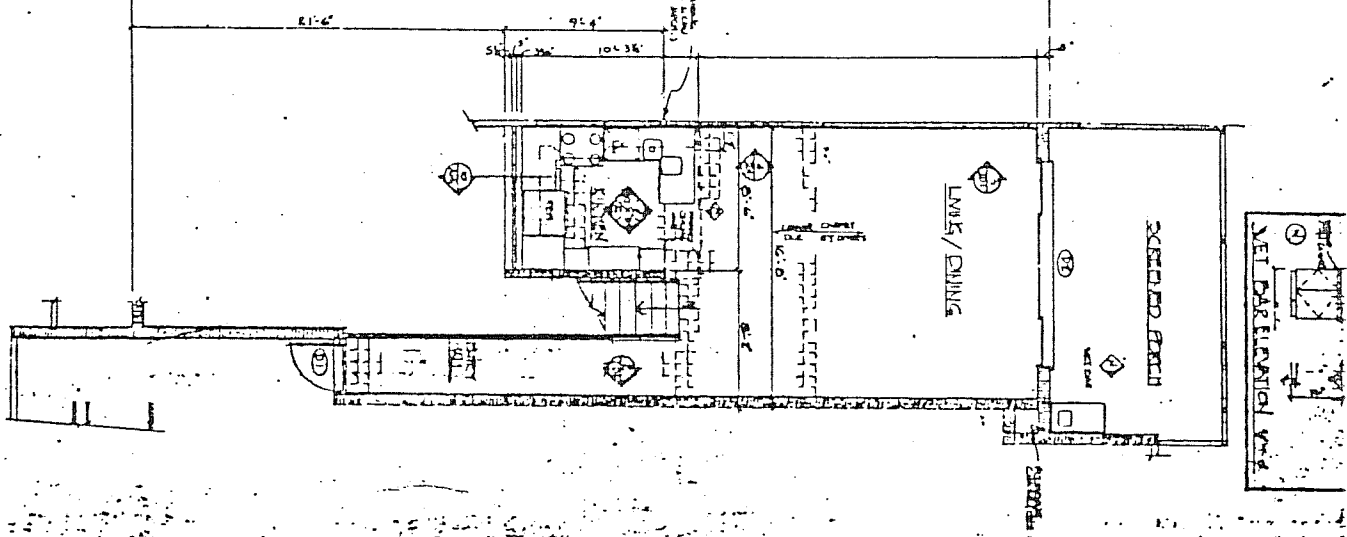
FENTON
WHITE
ASSOCIATES
ARCHITECTS

TORTUGA BEACH CLUB
PHASE "A"
SANIBEL ISLAND FLORIDA

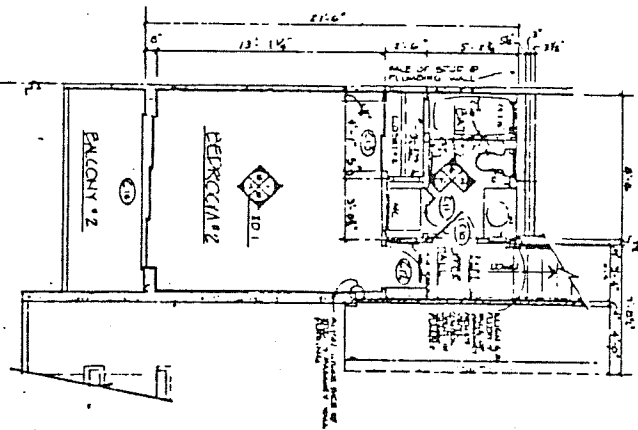
2nd FLOOR PLAN



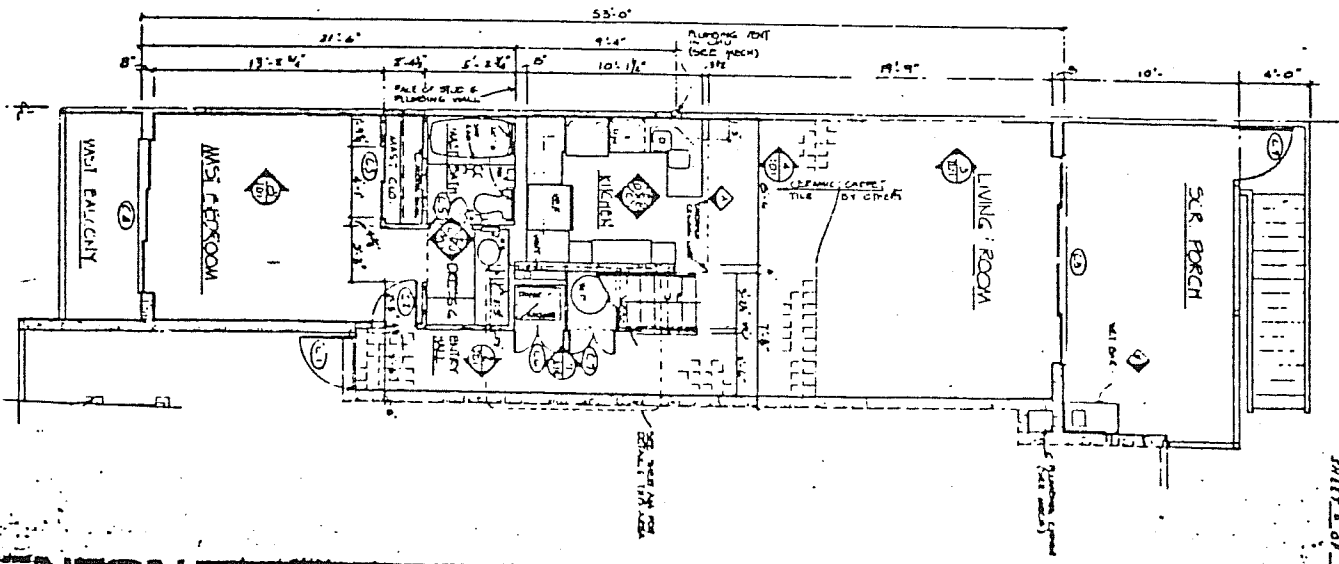
2nd FLOOR PLAN



2nd FLOOR PLAN



2nd FLOOR PLAN



TORTUGA BEACH CLUB
 A CONDOMINIUM
 PHASE A
 SANIBEL ISLAND FLA. SHEET 2 OF 6

TYPE 'D' FLOOR PLANS
 W-11-0

TYPE 'C' FLOOR PLAN
 W-11-0

TYPE 'B' FLOOR PLAN
 W-11-0

TORTUGA BEACH CLUB
 PHASE A
 SANIBEL ISLAND FLORIDA

UNIT 2 OF 4

EXHIBIT NO. 5, TO DECLARATION

PERCENTAGE OF OWNERSHIP

EACH UNIT WITHIN THE CONDOMINIUM SHALL HAVE
A 1/8TH INTEREST IN AND TO THE COMMON ELEMENTS
AND COMMON SURPLUS, AND SHALL BE RESPONSIBLE
FOR 1/8TH OF THE COMMON EXPENSES OF THE CON-
DOMINIUM.

EXHIBIT NO. 6, TO DECLARATION

PERCENTAGE INTEREST IN UNITS

Each Condominium Unit is identified by number and is delineated on the Survey Exhibits collectively identified as Exhibit No. 1, to the Declaration of Condominium to which this Exhibit No. 6, is attached.

In the case of a Unit committed to Interval Ownership, each Owner of Unit Weeks in said Unit will own in remainder, a percentage share of the Unit and the percentage interest assigned to the Unit by Exhibit No. 5, hereof according to the following schedule:

<u>Unit Week Numbers Owned</u>	<u>Percentage Share in Remainder For Each Unit Week Owned</u>
1 - 51	1.9165
52	2.2585

EXHIBIT NO. 7
TO DECLARATION

DESCRIPTION
TORTUGA BEACH CLUB PHASE B
SECTION 29, T. 46 S., R. 23 E.
CITY OF SANIBEL, LEE COUNTY, FLORIDA

A tract or parcel of land lying in Section 29, Township 46 South, Range 23 East, City of Sanibel, Lee County, Florida, which tract or parcel is described as follows:

From a concrete monument marking the northeast corner of lands described in a deed recorded in Official Record Book 754, page 107 of the Public Records of Lee County, Florida, run S 89° 20' 17" W along the north line of said lands for 124.00 feet; thence run S 00° 39' 43" E for 187.50 feet; thence continue S 00° 39' 43" E for 25.00 feet; thence run S 89° 20' 17" W for 14.61 feet; thence run along the arc of a curve to the left (having a radius of 150 feet, a central angle of 13° 47' 53", and a chord of S 82° 26' 20" W for 36.04 feet) for 36.12 feet; thence continue along the arc of a curve to the left (having a radius of 150 feet, a central angle of 32° 35' 06", and a chord of S 59° 14' 51" W for 84.16 feet) for 85.31 feet; thence run S 42° 57' 18" W for 50.66 feet; thence run along the arc of a curve to the left (having a radius of 125.00 feet, a central angle of 23° 04' 24", and a chord of S 31° 25' 06" W for 50.00 feet) for 50.34 feet; thence run S 19° 52' 54" W for 69.48 feet; thence run along the arc of a curve to the left (having a radius of 170.00 feet, a central angle of 13° 26' 34", and a chord of S 13° 09' 37" W for 39.79 feet) for 39.89 feet to the Point of Beginning.

From said Point of Beginning continue along the arc of a curve to the left (having a radius of 170.00 feet, a central angle of 07° 06' 48", and a chord of S 02° 52' 56" W for 21.09 feet) for 21.11 feet; thence run S 00° 40' 28" E for 84.56 feet; thence run S 78° 19' 27" E for 54.46 feet; thence run S 58° 37' 38" E for 44.93 feet; thence run N 16° 12' 32" E for 111.95 feet; thence run N 75° 10' 24" W for 127.11 feet to the Point of Beginning.

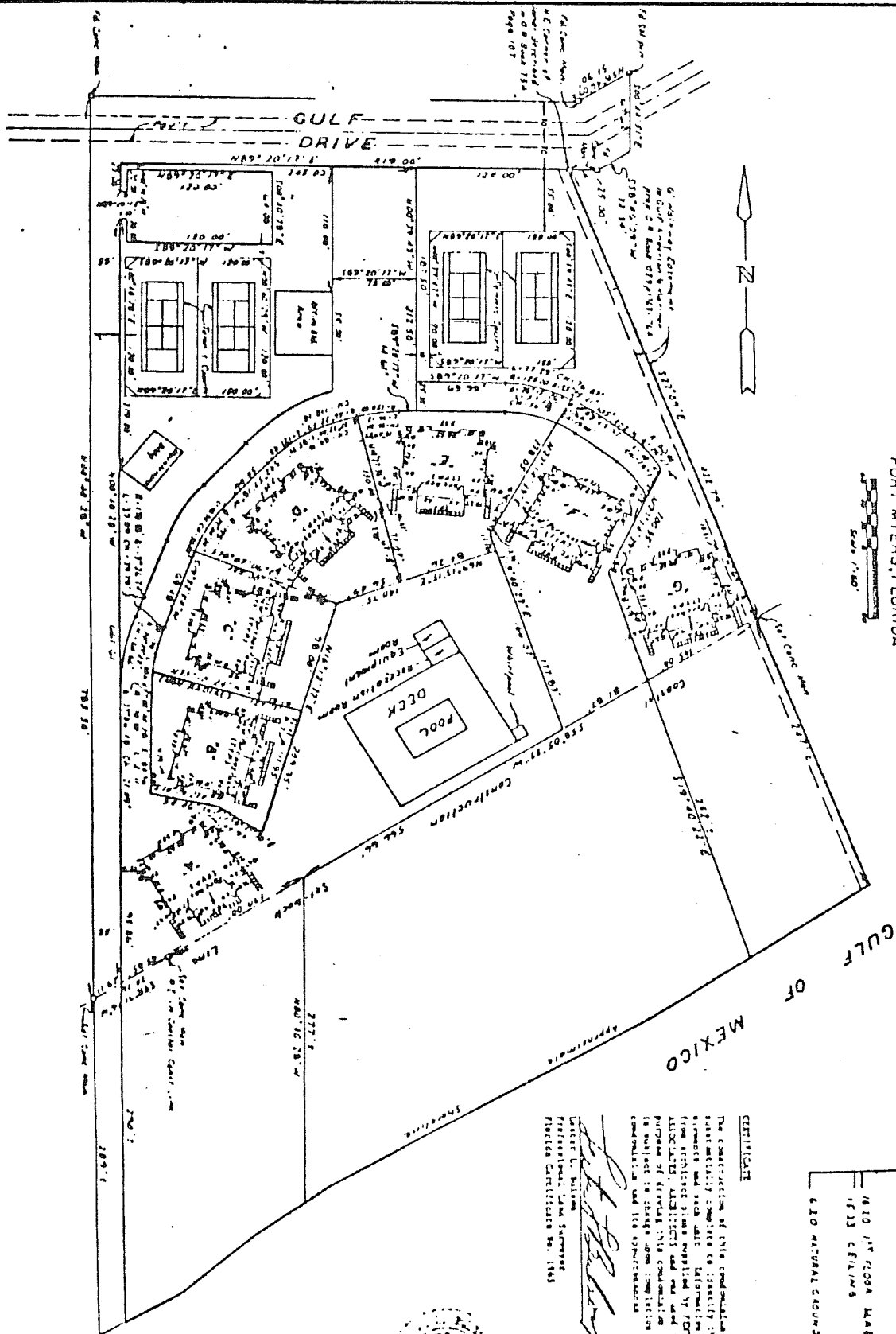
Bearings hereinabove mentioned are derived from the plat of First Addition to Shell Harbor recorded in Plat Book 25, beginning at page 66 of said Public Records.

TORTUGA BEACH CLUB A CONDOMINIUM PHASE - B

SECTION 29, TOWNSHIP 46 SOUTH, RANGE 23 EAST
CITY OF SANIBEL, LEE COUNTY, FLORIDA

JOHNSON ENGINEERING INC.
CIVIL ENGINEERS AND LAND SURVEYORS
FORT MYERS, FLORIDA

JANUARY 1981



ELEVATIONS	
43.75	ROOF
41.66	BOTTOM OF
	TRAFFIC
33.33	1 ST FLOOR LAB
33.86	CEILING
29.87	2 ND FLOOR LAB
29.33	CEILING
16.10	1 ST FLOOR LAB
15.13	CEILING
6.10 NATURAL SOUND (C.G.M.)	

CERTIFICATE

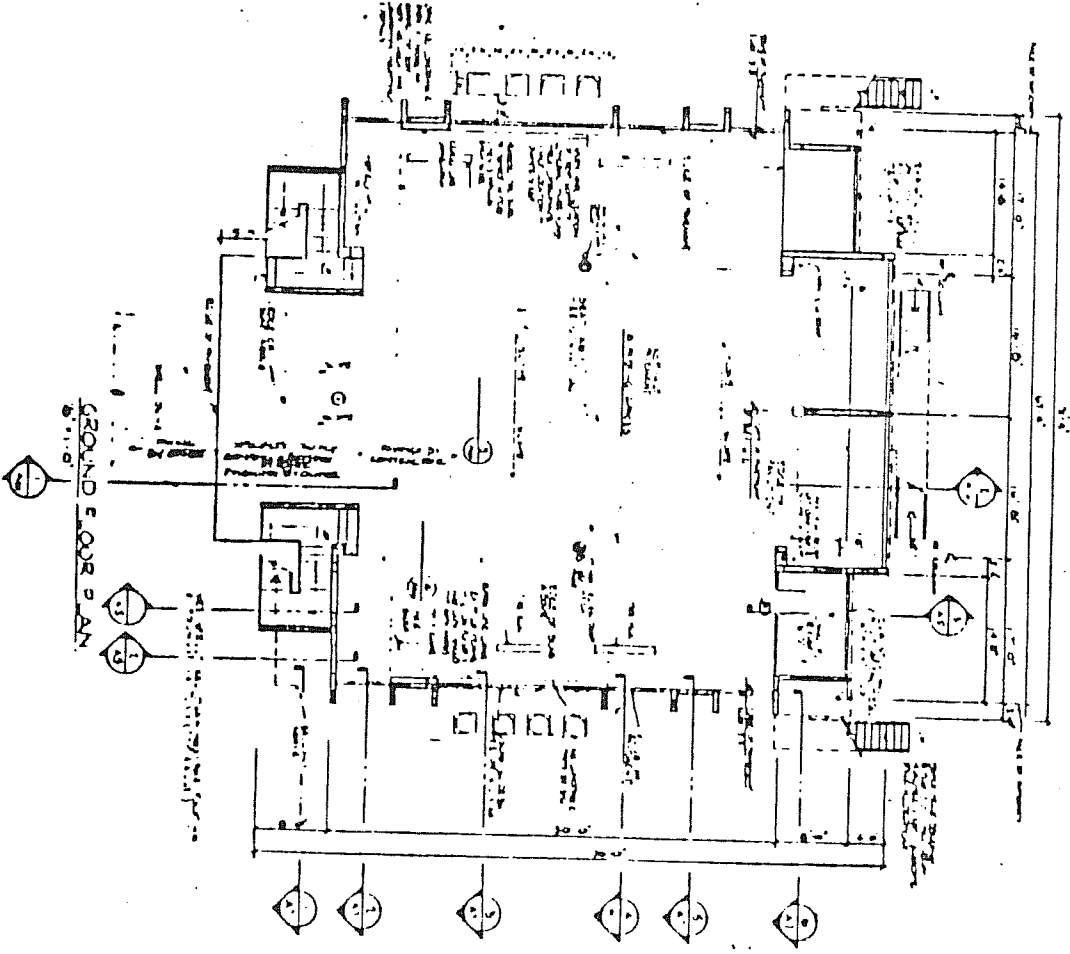
The construction of this condominium project is substantially complete to satisfy the requirements and such additional information shown on the architectural plans supplied by FORT MYERS ASSOCIATES, ARCHITECTS and was used by the engineer in preparing this construction set and is subject to change upon completion of the construction and its acceptance.

Walter L. Johnson
Professional Land Surveyor
Florida Certificate No. 1645



GENERAL NOTES:
 1. REFER TO SHEET 201 FOR THE GENERAL NOTES TO THE ARCHITECTURAL DRAWINGS.
 2. REFER TO SHEET 202 FOR THE GENERAL NOTES TO THE MECHANICAL DRAWINGS.
 3. REFER TO SHEET 203 FOR THE GENERAL NOTES TO THE ELECTRICAL DRAWINGS.
 4. REFER TO SHEET 204 FOR THE GENERAL NOTES TO THE PLUMBING AND HEATING DRAWINGS.
 5. REFER TO SHEET 205 FOR THE GENERAL NOTES TO THE STRUCTURAL DRAWINGS.
 6. REFER TO SHEET 206 FOR THE GENERAL NOTES TO THE CIVIL DRAWINGS.
 7. REFER TO SHEET 207 FOR THE GENERAL NOTES TO THE LANDSCAPE ARCHITECTURE DRAWINGS.
 8. REFER TO SHEET 208 FOR THE GENERAL NOTES TO THE INTERIOR ARCHITECTURE DRAWINGS.
 9. REFER TO SHEET 209 FOR THE GENERAL NOTES TO THE EXTERIOR ARCHITECTURE DRAWINGS.
 10. REFER TO SHEET 210 FOR THE GENERAL NOTES TO THE SPECIALTIES DRAWINGS.
 11. REFER TO SHEET 211 FOR THE GENERAL NOTES TO THE FINISHES DRAWINGS.
 12. REFER TO SHEET 212 FOR THE GENERAL NOTES TO THE SCHEDULES DRAWINGS.
 13. REFER TO SHEET 213 FOR THE GENERAL NOTES TO THE SPECIFICATIONS DRAWINGS.
 14. REFER TO SHEET 214 FOR THE GENERAL NOTES TO THE CONTRACT DOCUMENTS.
 15. REFER TO SHEET 215 FOR THE GENERAL NOTES TO THE ADDENDUMS.
 16. REFER TO SHEET 216 FOR THE GENERAL NOTES TO THE CHANGE ORDERS.
 17. REFER TO SHEET 217 FOR THE GENERAL NOTES TO THE AS-BUILT DRAWINGS.
 18. REFER TO SHEET 218 FOR THE GENERAL NOTES TO THE RECORD DRAWINGS.
 19. REFER TO SHEET 219 FOR THE GENERAL NOTES TO THE FINAL DRAWINGS.
 20. REFER TO SHEET 220 FOR THE GENERAL NOTES TO THE ARCHIVE DRAWINGS.

TORTUGA BEACH CLUB
 PHASE B
 SANIBEL ISLAND FLA SHEET 2 OF 6

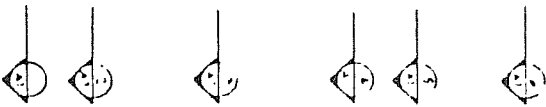
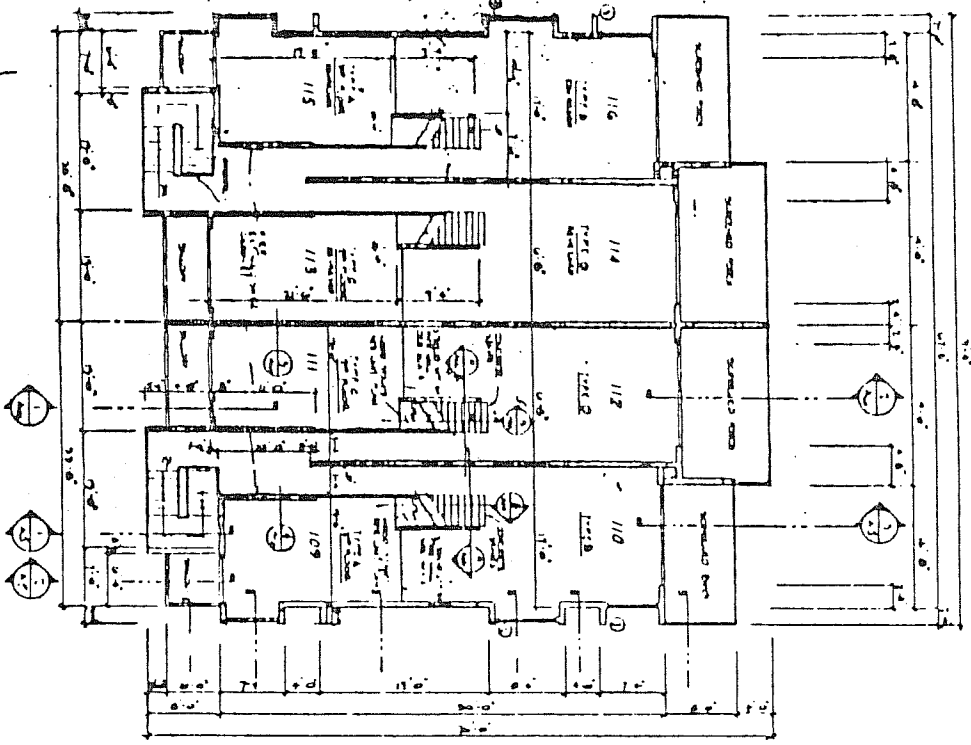


FENTON
 WHITE
 ASSOCIATES
 ARCHITECTS

TORTUGA BEACH CLUB
 PHASE B
 SANIBEL ISLAND FLA

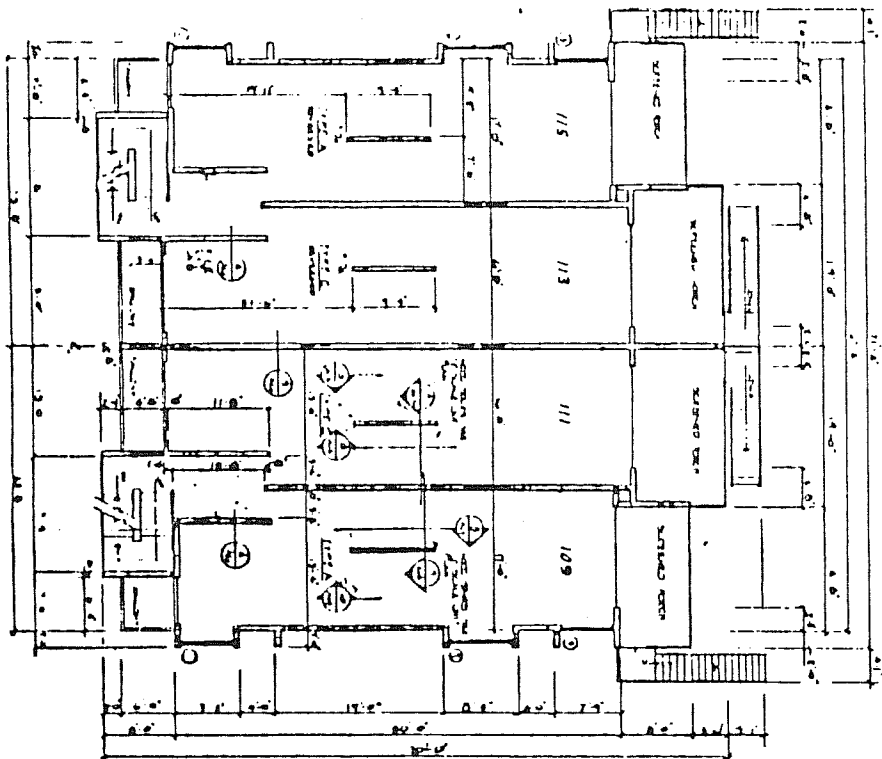
OFF REC. 1566 re 2255

BUILDING PLAN - SECOND FLOOR



TORTUGA BEACH CLUB
PHASE B
SANIBEL ISLAND FLA. SHEET 3076 B

BUILDING PLAN - FIRST FLOOR

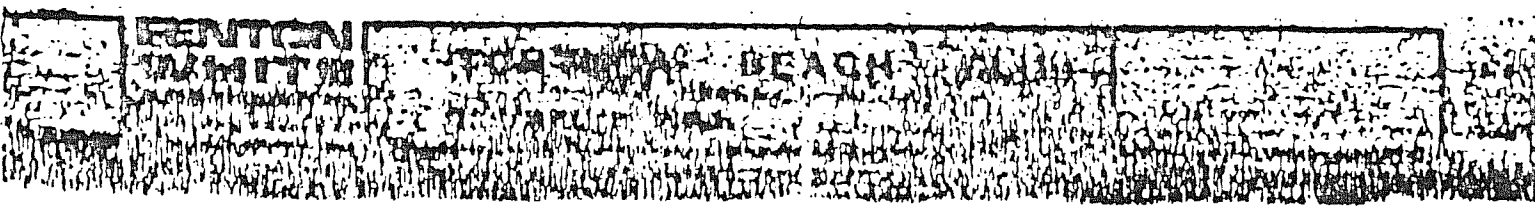
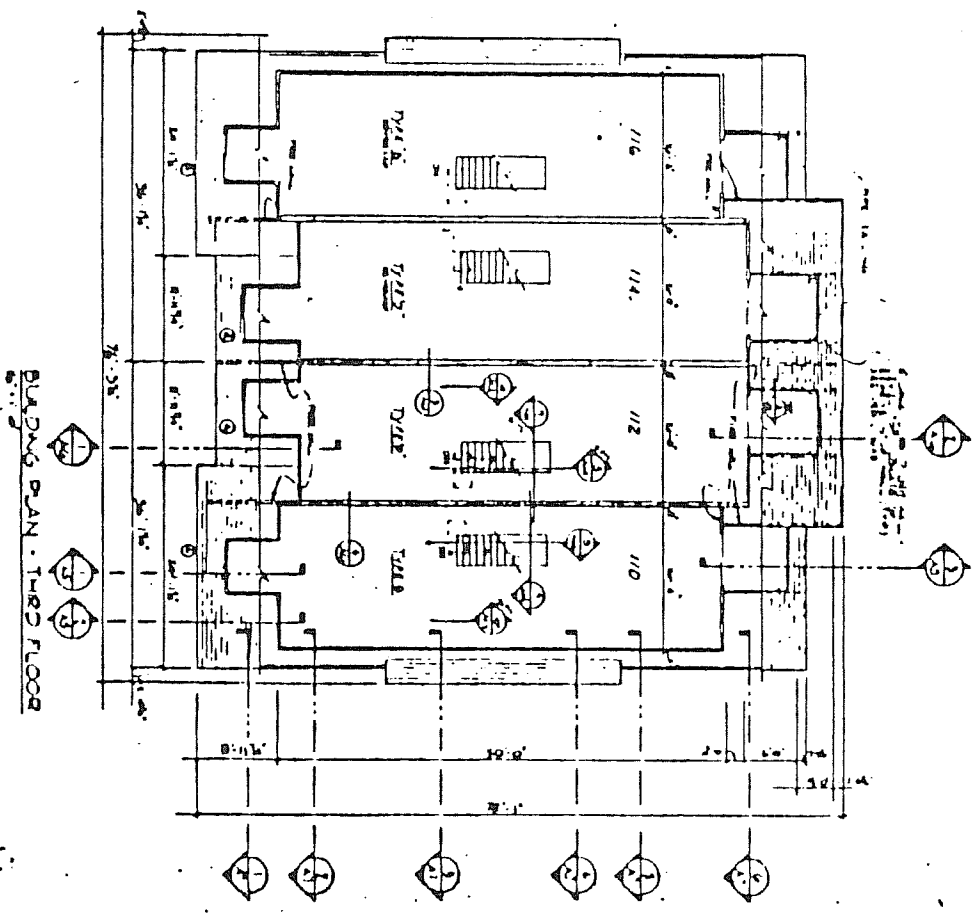


FENTON
WHITE
ARCHITECTS
SANIBEL ISLAND FLA.

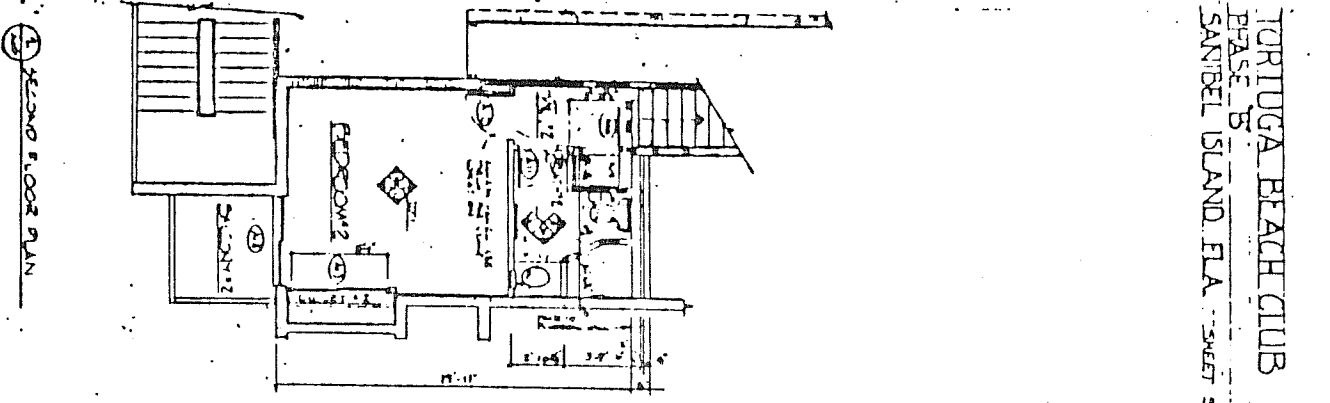
TORTUGA BEACH CLUB

PHASE B
SANIBEL ISLAND FLA.

TORTUGA BEACH CLUB
- PHASE B -
SANIBEL ISLAND FLA. - SHEET 40/2

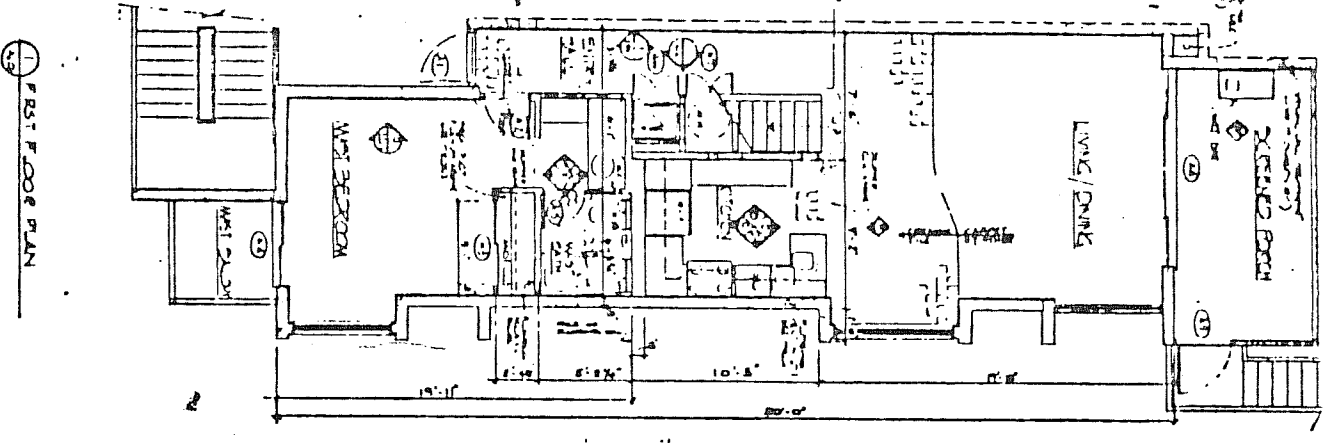


TORUQA BEACH CLUB
PHASE B
SANIBEL ISLAND, FLA. SHEET 5076



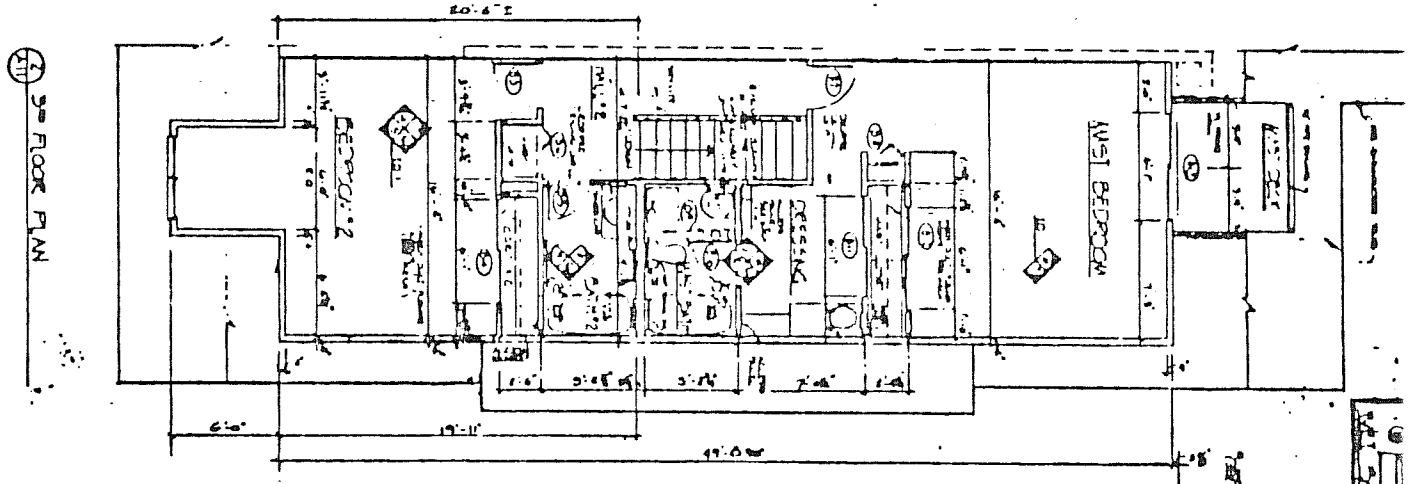
② SECOND FLOOR PLAN

TYPE A FLOOR PLAN



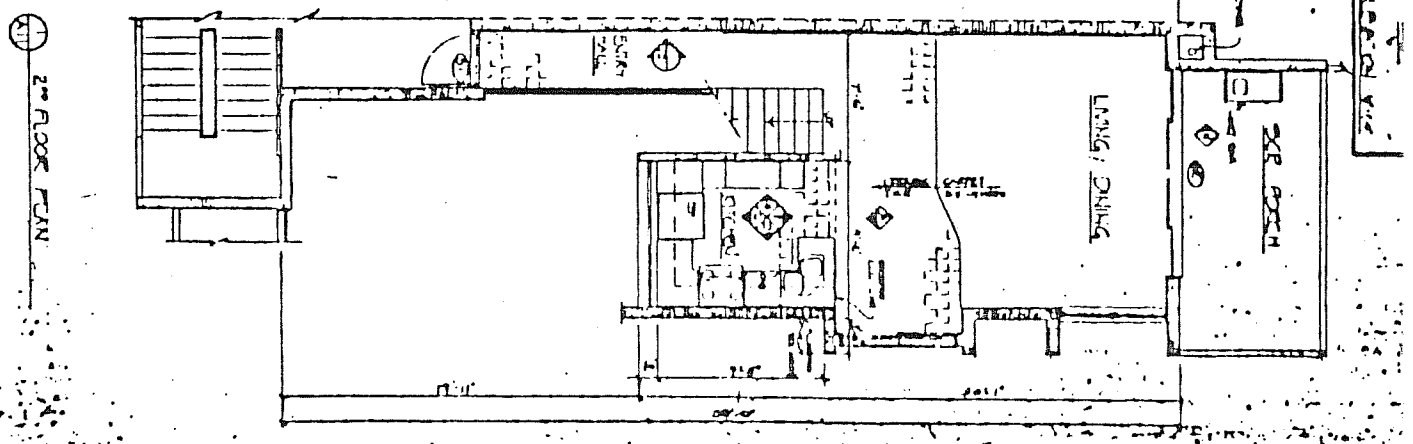
① FIRST FLOOR PLAN

TYPE A FLOOR PLAN



③ 3RD FLOOR PLAN

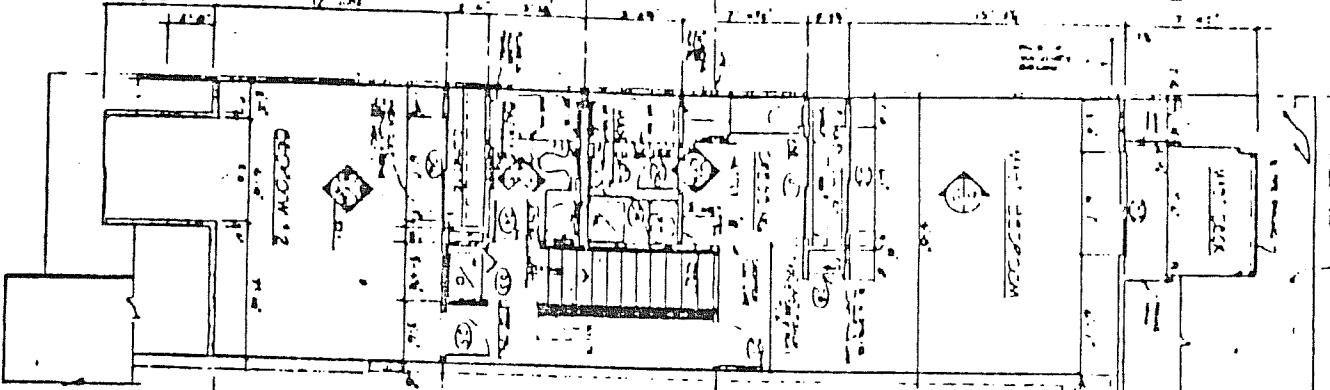
TYPE D FLOOR PLAN



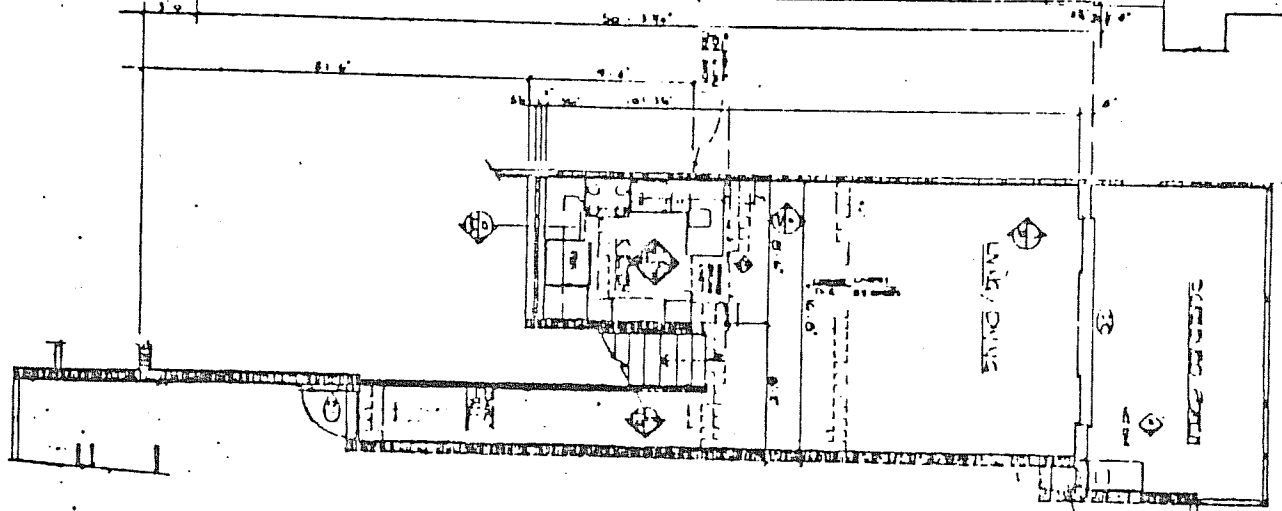
② 2ND FLOOR PLAN

TYPE D FLOOR PLAN

1st FLOOR PLAN

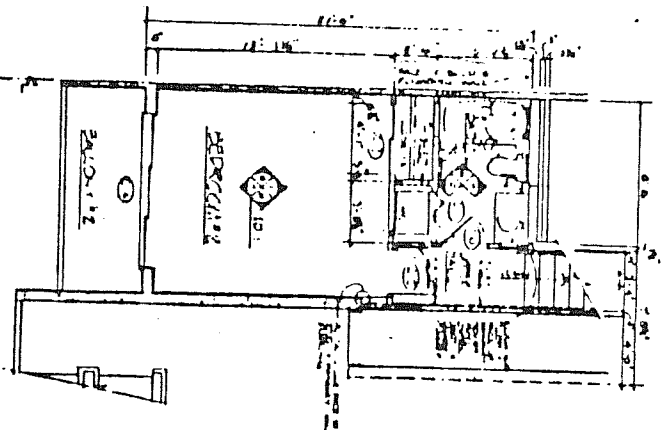


2nd FLOOR PLAN

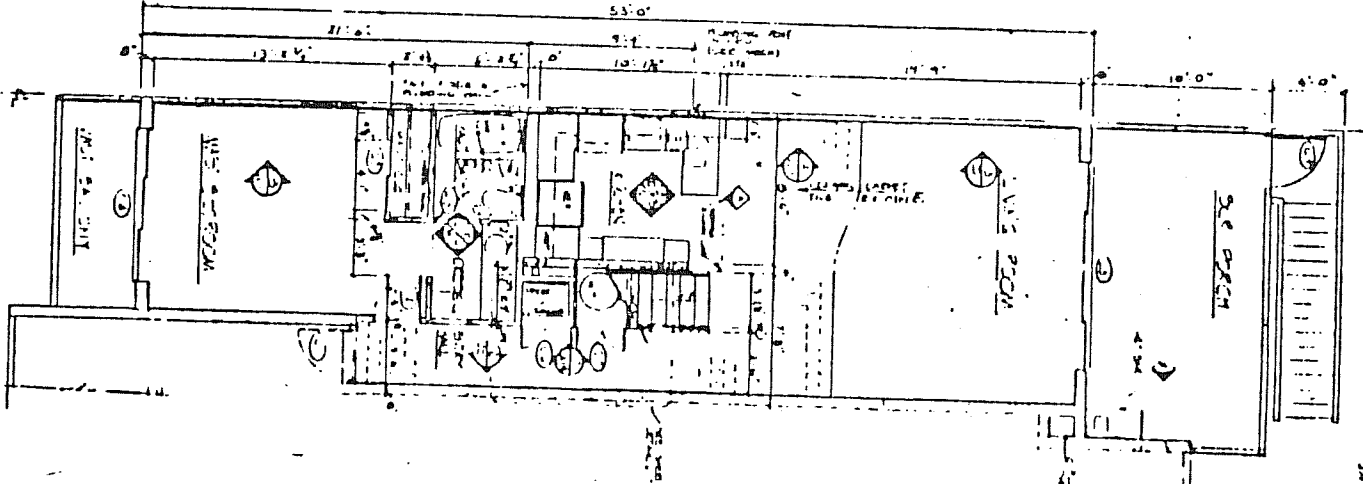


SEE SHEET 6 OF 6

3rd FLOOR PLAN



4th FLOOR PLAN



TORTUGA BEACH CLUB
PHASE B
SANIBEL ISLAND FLA SHEET 6 OF 6

FENTON
WHITE
ASSOCIATES
ARCHITECTS

TORTUGA BEACH CLUB
PHASE "B"
SANIBEL ISLAND FLORIDA

SHEET 6 OF 6

EXHIBIT NO. 8, TO DECLARATION

PERCENTAGE OF OWNERSHIP

EACH UNIT WITHIN THE CONDOMINIUM SHALL HAVE
A 1/16TH INTEREST IN AND TO THE COMMON ELEMENTS
AND COMMON SURPLUS, AND SHALL BE RESPONSIBLE
FOR 1/16TH OF THE COMMON EXPENSES OF THE CON-
DOMINIUM.

EXHIBIT NO. 9
TO DECLARATION

DESCRIPTION
 TORTUGA BEACH CLUB PHASE C
 SECTION 29, T. 46 S., R. 23 E.
 CITY OF SANIBEL, LEE COUNTY, FLORIDA

A tract or parcel of land lying in Section 29, Township 46 South, Range 23 East, City of Sanibel, Lee County, Florida, which tract or parcel is described as follows:

From a concrete monument marking the northeast corner of lands described in a deed recorded in Official Record Book 754, page 107 of the Public Records of Lee County, Florida, run S 89° 20' 17" W along the north line of said lands for 124.00 feet; thence run S 00° 39' 43" E for 187.50 feet; thence continue S 00° 39' 43" E for 25.00 feet; thence run S 89° 20' 17" W for 14.61 feet; thence run along the arc of a curve to the left (having a radius of 150 feet, a central angle of 13° 47' 53", and a chord of S 82° 26' 20" W for 36.04 feet) for 36.12 feet; thence continue along the arc of a curve to the left (having a radius of 150 feet, a central angle of 32° 35' 06", and a chord of S 59° 14' 51" W for 84.16 feet) for 85.31 feet; thence run S 42° 57' 18" W for 50.66 feet; thence run along the arc of a curve to the left (having a radius of 125.00 feet, a central angle of 23° 04' 24", and a chord of S 31° 25' 06" W for 50.00 feet) for 50.34 feet to the Point of Beginning.

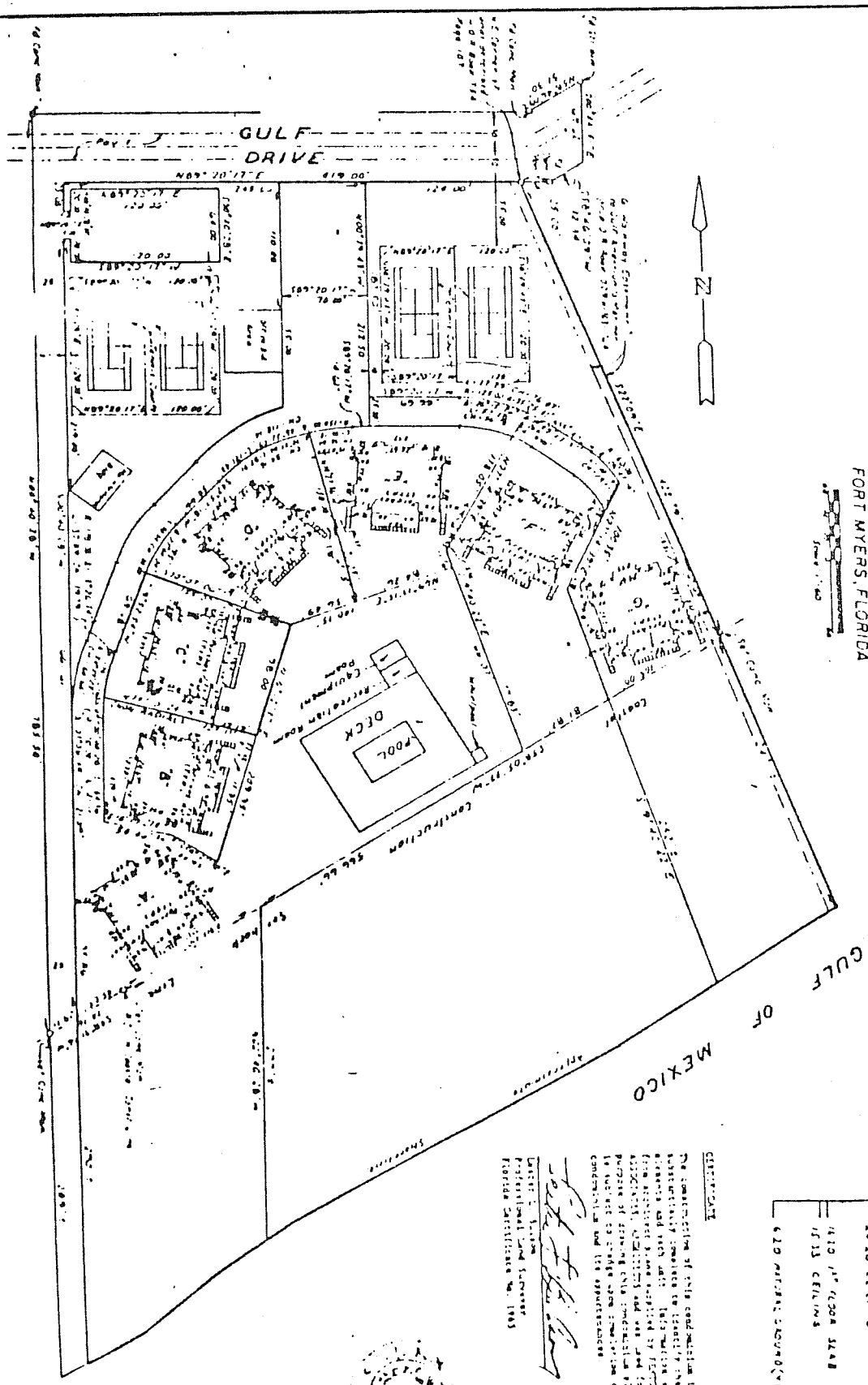
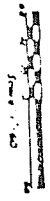
From said Point of Beginning run S 19° 52' 54" W for 69.48 feet; thence run along the arc of a curve to the left (having a radius of 170.00 feet, a central angle of 13° 26' 34", and a chord of S 13° 09' 37" W for 39.79 feet) for 39.89 feet; thence run S 75° 10' 24" E for 127.11 feet; thence run N 16° 12' 32" E for 98.00 feet; thence run N 70° 07' 06" W for 125.00 feet to the Point of Beginning.

Bearings hereinabove mentioned are derived from the plat of First Addition to Shell Harbor recorded in Plat Book 25, beginning at page 66 of said Public Records.

SURVEYOR'S PLAT, EXHIBIT "9" TO CONDOMINIUM DECLARATION OF
TORTUGA BEACH CLUB
A CONDOMINIUM
PHASE - C

SECTION 29, TOWNSHIP 46 SOUTH, RANGE 23 EAST
 CITY OF SANIBEL, LEE COUNTY, FLORIDA

JANUARY 1981
 JOHNSON ENGINEERING INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 FORT MYERS, FLORIDA



Sheet 1 of 4

ELEVATIONS

41.75 ACOS
41.16 BOTTOM OF TUBES
13.51 1 st FLOOR LAB
32.88 CEILING
24.87 1 st FLOOR LAB
26.10 CEILING
14.10 1 st FLOOR SLAB
15.33 CEILING
6.10 FINISH GROUND (ELEV)

GENERAL

The construction of this condominium is not to be undertaken until the necessary approvals have been obtained from the appropriate governmental agencies and such shall be the responsibility of the owner. The drawings herein are not to be construed as a contract and no part thereof shall be used for any purpose other than that intended by the engineer and the architect. The contractor shall be responsible for the construction and the appearance.

John H. Johnson
 John H. Johnson
 Professional Land Surveyor
 Florida Certificate No. 1983



PROVISIONS
 GENERAL NOTES: PART 1
 CITY OF SANibel, FLORIDA

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS OF THE CITY OF SANIBEL, FLORIDA, AND THE FLORIDA BUILDING CODE.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SANIBEL, FLORIDA.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.

5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING GRADING AND DRAINAGE SYSTEMS UNLESS OTHERWISE NOTED.

6. THE CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL MEASURES DURING CONSTRUCTION.

7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING TREES AND LANDSCAPE UNLESS OTHERWISE NOTED.

8. THE CONTRACTOR SHALL PROVIDE ADEQUATE LIGHTING FOR ALL EXTERIOR AREAS.

9. THE CONTRACTOR SHALL PROVIDE ADEQUATE VENTILATION FOR ALL INTERIOR AREAS.

10. THE CONTRACTOR SHALL PROVIDE ADEQUATE SOUND ATTENUATION FOR ALL INTERIOR AREAS.

11. THE CONTRACTOR SHALL PROVIDE ADEQUATE FIRE PROTECTION FOR ALL INTERIOR AREAS.

12. THE CONTRACTOR SHALL PROVIDE ADEQUATE SAFETY MEASURES FOR ALL EXTERIOR AREAS.

13. THE CONTRACTOR SHALL PROVIDE ADEQUATE ACCESSIBILITY FOR ALL EXTERIOR AREAS.

14. THE CONTRACTOR SHALL PROVIDE ADEQUATE SIGNAGE FOR ALL EXTERIOR AREAS.

15. THE CONTRACTOR SHALL PROVIDE ADEQUATE MAINTENANCE ACCESS FOR ALL EXTERIOR AREAS.

16. THE CONTRACTOR SHALL PROVIDE ADEQUATE SECURITY MEASURES FOR ALL EXTERIOR AREAS.

17. THE CONTRACTOR SHALL PROVIDE ADEQUATE PEST CONTROL MEASURES FOR ALL EXTERIOR AREAS.

18. THE CONTRACTOR SHALL PROVIDE ADEQUATE AIR QUALITY MEASURES FOR ALL EXTERIOR AREAS.

19. THE CONTRACTOR SHALL PROVIDE ADEQUATE NOISE CONTROL MEASURES FOR ALL EXTERIOR AREAS.

20. THE CONTRACTOR SHALL PROVIDE ADEQUATE VIBRATION CONTROL MEASURES FOR ALL EXTERIOR AREAS.

21. THE CONTRACTOR SHALL PROVIDE ADEQUATE TEMPERATURE CONTROL MEASURES FOR ALL EXTERIOR AREAS.

22. THE CONTRACTOR SHALL PROVIDE ADEQUATE HUMIDITY CONTROL MEASURES FOR ALL EXTERIOR AREAS.

23. THE CONTRACTOR SHALL PROVIDE ADEQUATE AIR FLOW MEASURES FOR ALL EXTERIOR AREAS.

24. THE CONTRACTOR SHALL PROVIDE ADEQUATE AIR PRESSURE MEASURES FOR ALL EXTERIOR AREAS.

25. THE CONTRACTOR SHALL PROVIDE ADEQUATE AIR QUALITY MEASURES FOR ALL INTERIOR AREAS.

26. THE CONTRACTOR SHALL PROVIDE ADEQUATE NOISE CONTROL MEASURES FOR ALL INTERIOR AREAS.

27. THE CONTRACTOR SHALL PROVIDE ADEQUATE VIBRATION CONTROL MEASURES FOR ALL INTERIOR AREAS.

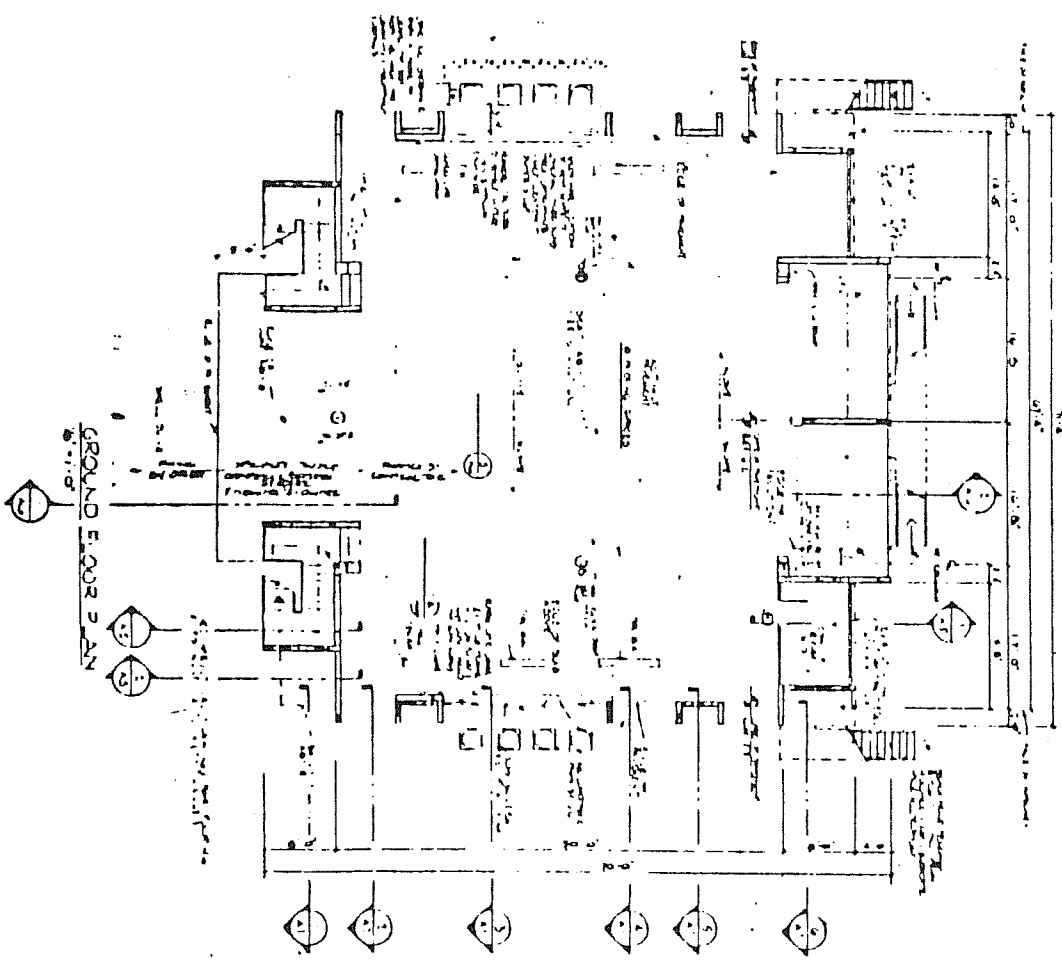
28. THE CONTRACTOR SHALL PROVIDE ADEQUATE TEMPERATURE CONTROL MEASURES FOR ALL INTERIOR AREAS.

29. THE CONTRACTOR SHALL PROVIDE ADEQUATE HUMIDITY CONTROL MEASURES FOR ALL INTERIOR AREAS.

30. THE CONTRACTOR SHALL PROVIDE ADEQUATE AIR FLOW MEASURES FOR ALL INTERIOR AREAS.

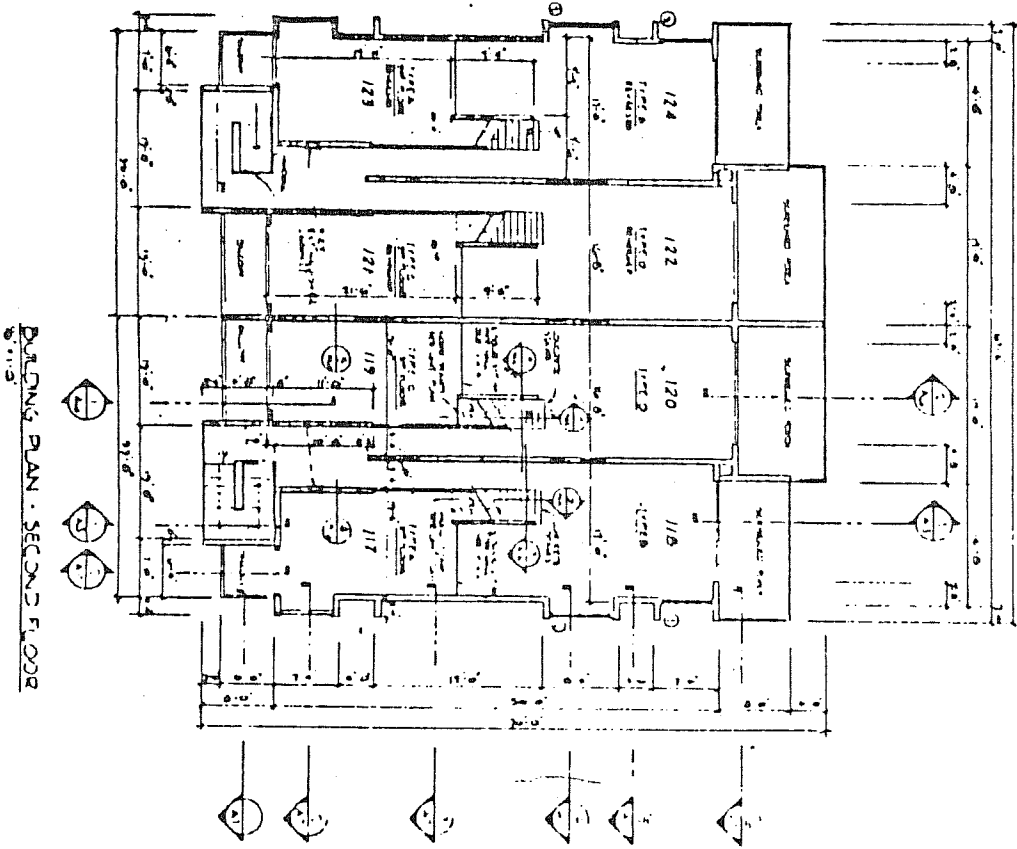
31. THE CONTRACTOR SHALL PROVIDE ADEQUATE AIR PRESSURE MEASURES FOR ALL INTERIOR AREAS.

TORTUGA BEACH CLUB
 PHASE "C"
 SANIBEL ISLAND FLA. SHEET 2006

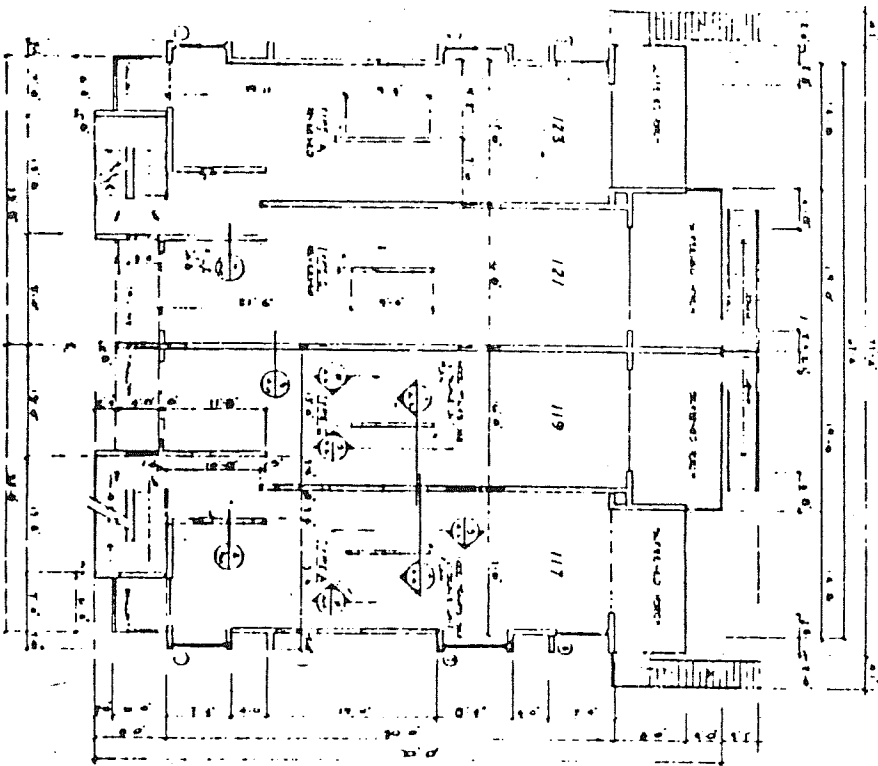


FENTON
 WHITE
 ASSOCIATES
 ARCHITECTS

TORTUGA BEACH CLUB
 PHASE "C"
 SANIBEL ISLAND FLORIDA



BUILDING PLAN - SECOND FLOOR



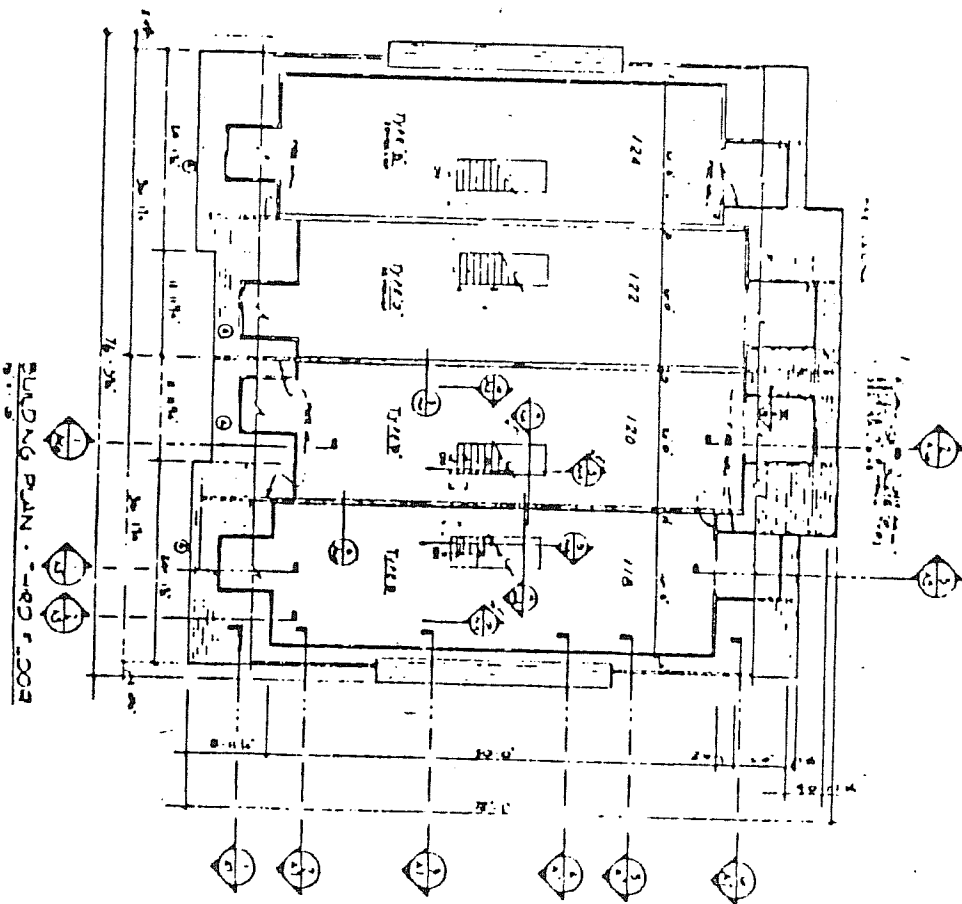
BUILDING PLAN - FIRST FLOOR

TORTUGA BEACH CLUB
PHASE "C"
SANIBEL ISLAND FLA. SHEET 5002

FENTON
WHITE
ASSOCIATES
ARCHITECTS

TORTUGA BEACH CLUB
PHASE "C"
SANIBEL ISLAND FLORIDA

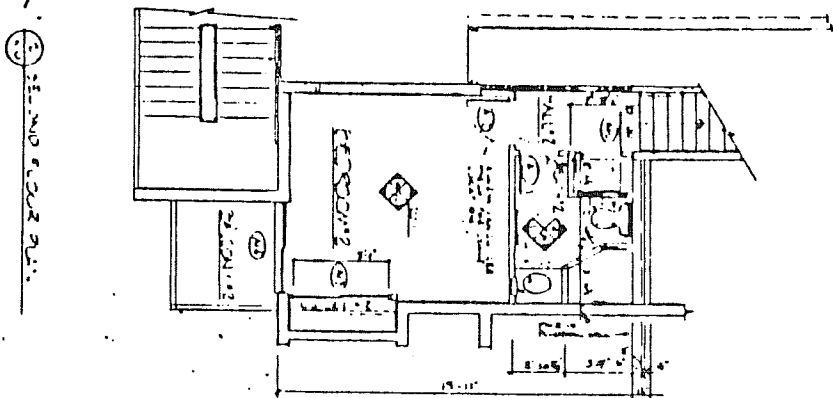
TORTUGA BEACH CLUB
PHASE C
SANIBEL ISLAND FLA. SHEET 4 OF 6



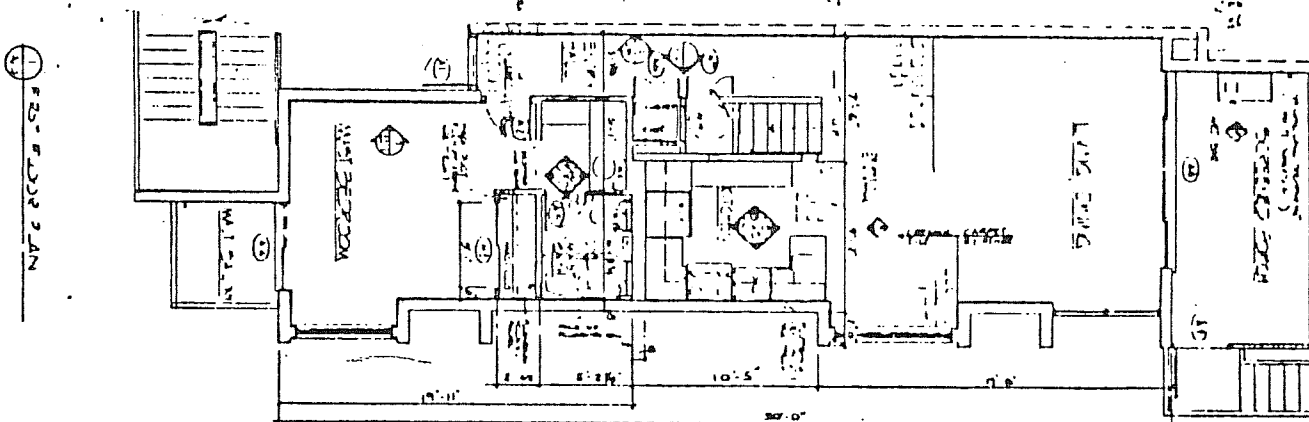
BUILDING PLAN - 1/4" = 1'-0" 11/83

<p>FENTON WHITE ARCHITECTS</p>	<p>TORTUGA BEACH CLUB PHASE C</p>
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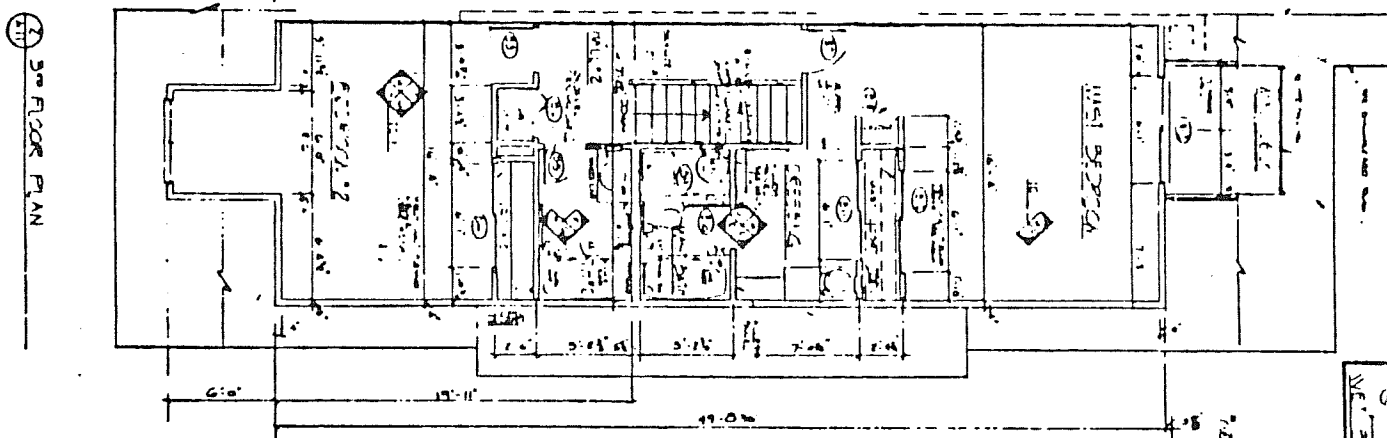
TORTUGA BEACH CLUB
PHASE C
SANIBEL ISLAND FLA. SHEET 509/2



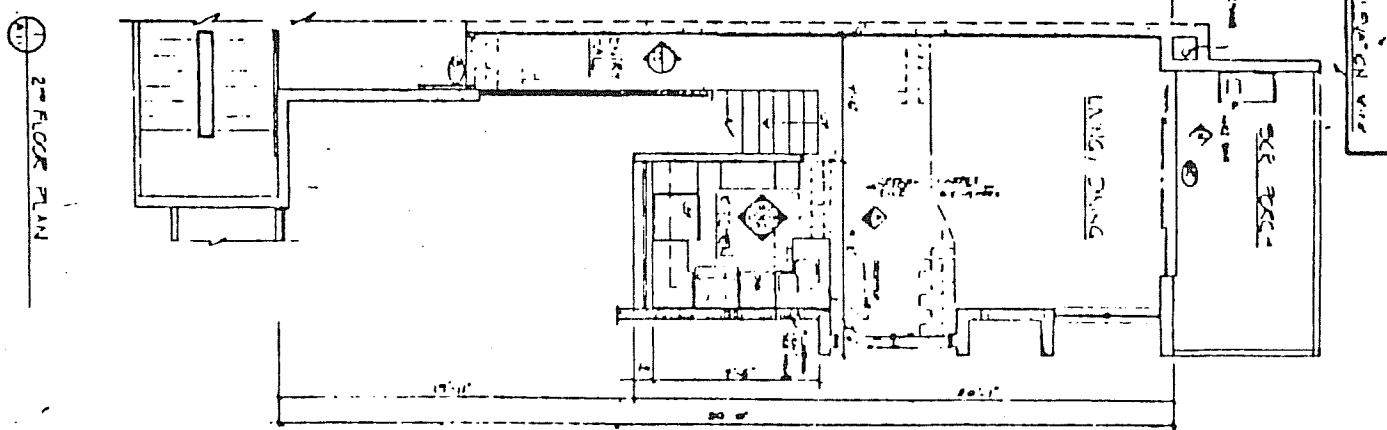
TYPE A FLOOR PLAN 509/2



TYPE B FLOOR PLAN 509/2



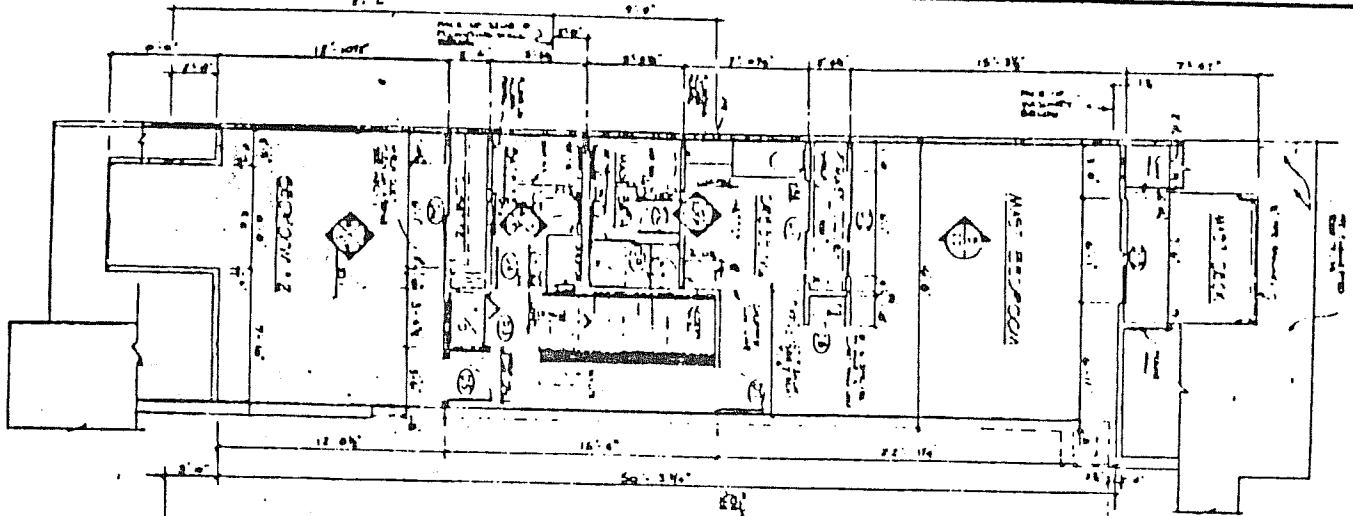
TYPE D FLOOR PLAN 509/2



TYPE C FLOOR PLAN 509/2

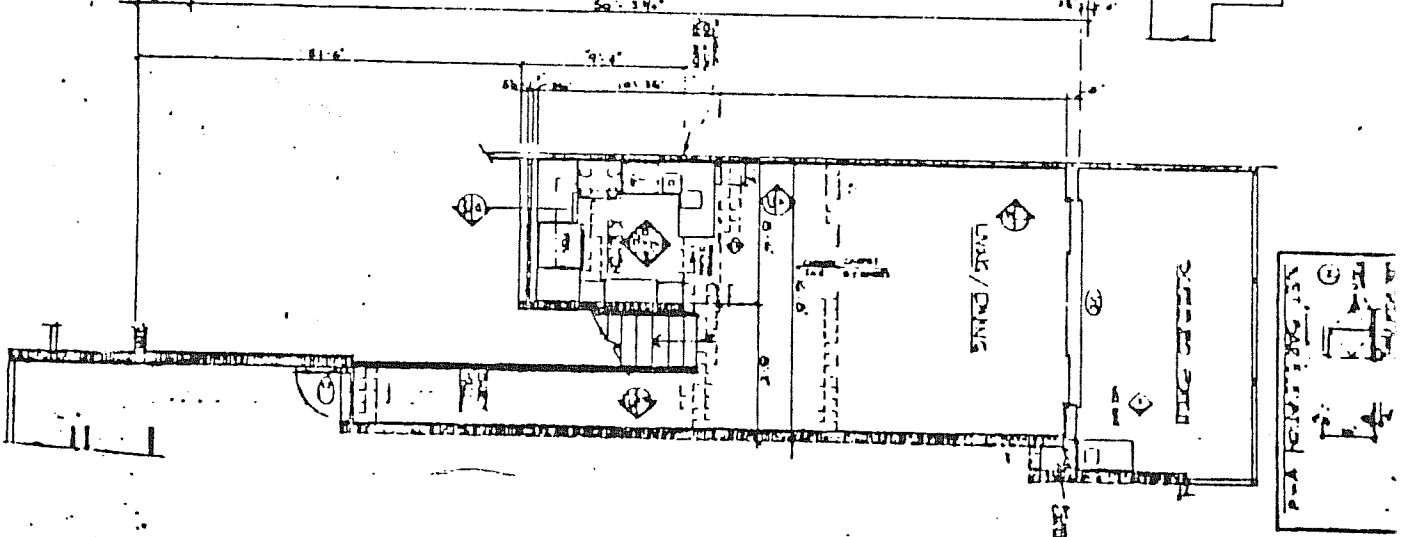
FENTON WHITE ARCHITECTS
TORTUGA BEACH CLUB
SANIBEL ISLAND FLORIDA

1ST FLOOR PLAN

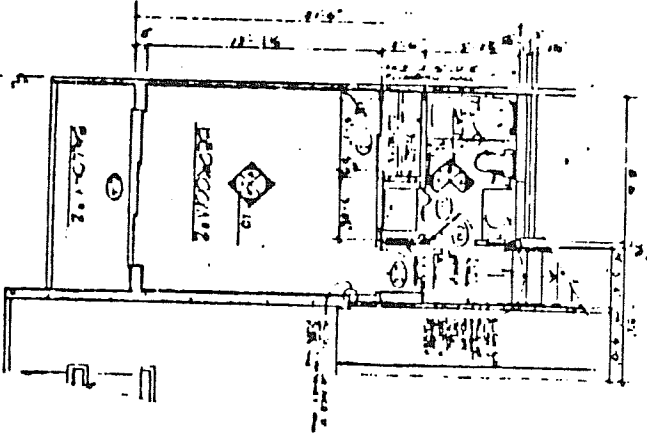


TYPE 'D' FLOOR PLANS

2ND FLOOR PLAN

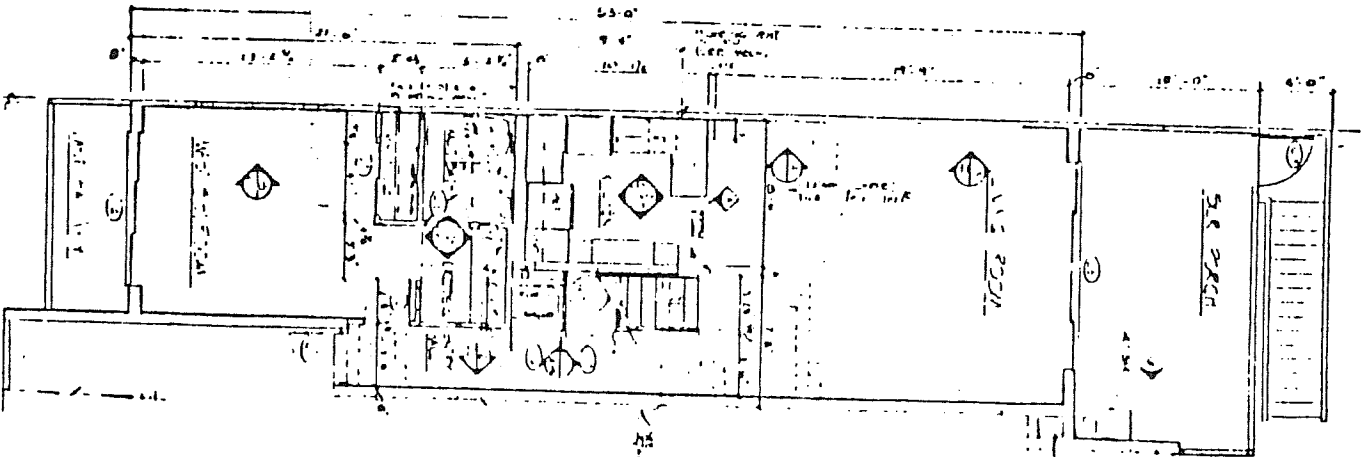


3RD FLOOR PLAN



TYPE 'C' FLOOR PLAN

4TH FLOOR PLAN



TORTUGA BEACH CLUB
PHASE "C"
SANIBEL ISLAND FLA. WEST 6006

FENTON
WHITE
ASSOCIATES
ARCHITECTS

TORTUGA BEACH CLUB
PHASE "C"
SANIBEL ISLAND FLORIDA

PHASE "C"

EXHIBIT NO. 10, TO DECLARATION

PERCENTAGE OF OWNERSHIP

EACH UNIT WITHIN THE CONDOMINIUM SHALL HAVE
A 1/24TH INTEREST IN AND TO THE COMMON ELEMENTS
AND COMMON SURPLUS, AND SHALL BE RESPONSIBLE
FOR 1/24TH OF THE COMMON EXPENSES OF THE CON-
DOMINIUM.

EXHIBIT NO. 11
TO DECLARATION

DESCRIPTION
 TORTUGA BEACH CLUB PHASE D
 SECTION 29, T. 46 S., R. 23 E.
 CITY OF SANIBEL, LEE COUNTY, FLORIDA

A tract or parcel of land lying in Section 29, Township 46 South, Range 23 East, City of Sanibel, Lee County, Florida, which tract or parcel is described as follows:

From a concrete monument marking the northeast corner of lands described in a deed recorded in Official Record Book 754, page 107 of the Public Records of Lee County, Florida, run S 89° 20' 17" W along the north line of said lands for 124.00 feet; thence run S 00° 39' 43" E for 187.50 feet; thence continue S 00° 39' 43" E for 25.00 feet; thence run S 89° 20' 17" W for 14.61 feet; thence run along the arc of a curve to the left (having a radius of 150 feet, a central angle of 13° 47' 53", and a chord of S 82° 26' 20" W for 36.04 feet) for 36.12 feet to the Point of Beginning. From said Point of Beginning continue along the arc of a curve to the left (having a radius of 150.00 feet, a central angle of 32° 35' 06", and a chord of S 59° 14' 51" W for 84.16 feet) for 85.31 feet; thence run S 42° 57' 18" W for 50.66 feet; thence run along the arc of a curve to the left (having a radius of 125.00 feet, a central angle of 23° 04' 24", and a chord of S 31° 25' 06" W for 50.00 feet) for 50.34 feet; thence run S 70° 07' 06" E for 125.00 feet; thence run N 69° 13' 15" E for 56.49 feet; thence run N 14° 27' 36" W for 150.00 feet to the Point of Beginning.

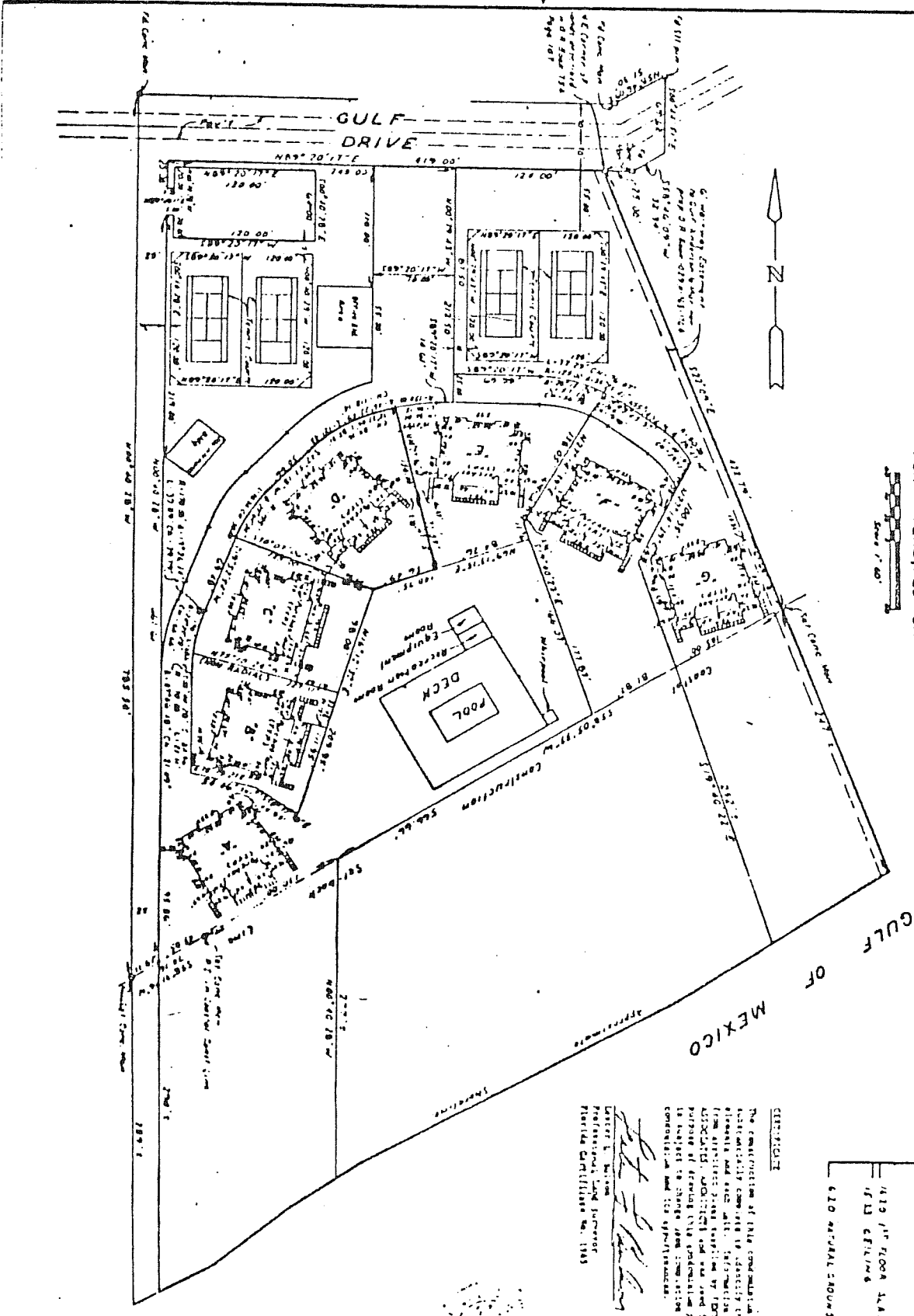
Bearings hereinabove mentioned are derived from the plat of First Addition to Shell Harbor recorded in Plat Book 25, beginning at page 66 of said Public Records.

LURLEGA BEACH CLUB
 A CONDOMINIUM
 PHASE - D

SECTION 29, TOWNSHIP 46 SOUTH, RANGE 23 EAST
 CITY OF SANIBEL, LEE COUNTY, FLORIDA

JOHNSON ENGINEERING INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 FORT MYERS, FLORIDA

JANUARY 1981



ELEVATIONS

41.99	AGOR
41.58	BOTTOM OF TROUS
41.53	3 RD FLOOR LAB
41.56	CEILING 6
40.87	2 ND FLOOR LAB
40.20	CEILING 6
41.10	1 ST FLOOR LAB
41.13	CEILING 6
61.0	ACTUAL ELEVATION (6' 0")

CERTIFICATE

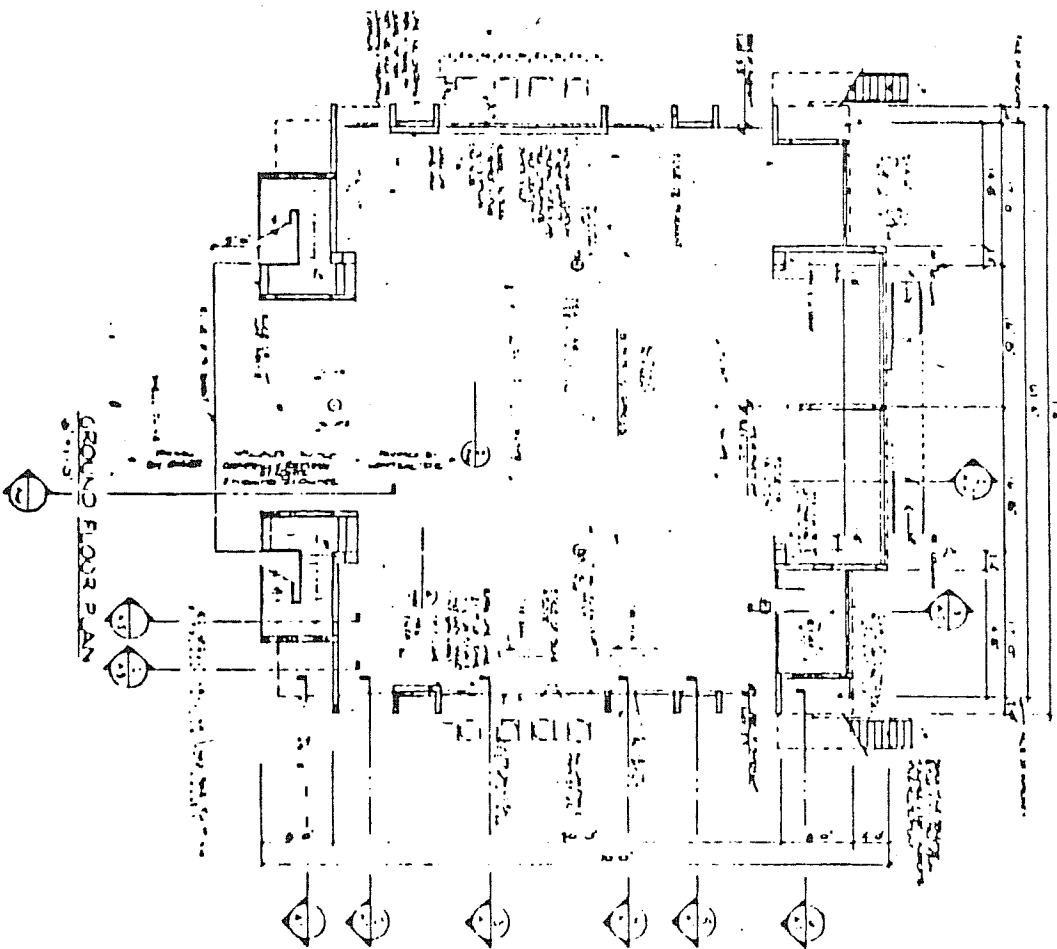
The construction of this condominium is in accordance with the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, and the rules and regulations of the Florida Board of Building and Code Enforcement, and the rules and regulations of the Florida Board of Professional Engineers and Professional Land Surveyors. The construction of this condominium is in accordance with the plans and specifications submitted to and approved by the Florida Board of Building and Code Enforcement, and the Florida Board of Professional Engineers and Professional Land Surveyors.

[Signature]
 Walter E. Johnson
 Professional Land Surveyor
 Florida Certificate No. 1845



A FLOOR PLAN OF THE CLUB BUILDING TO BE CONSTRUCTED ON THE CORNER OF BAY STREET AND BAYVIEW AVENUE IN THE CITY OF SANIBEL ISLAND, FLORIDA, AS SHOWN ON PLANS 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 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997, 998, 999, 1000.

TORTUGA BEACH CLUB
 PHASE "D"
 SANIBEL ISLAND FLA. SHEET 2006

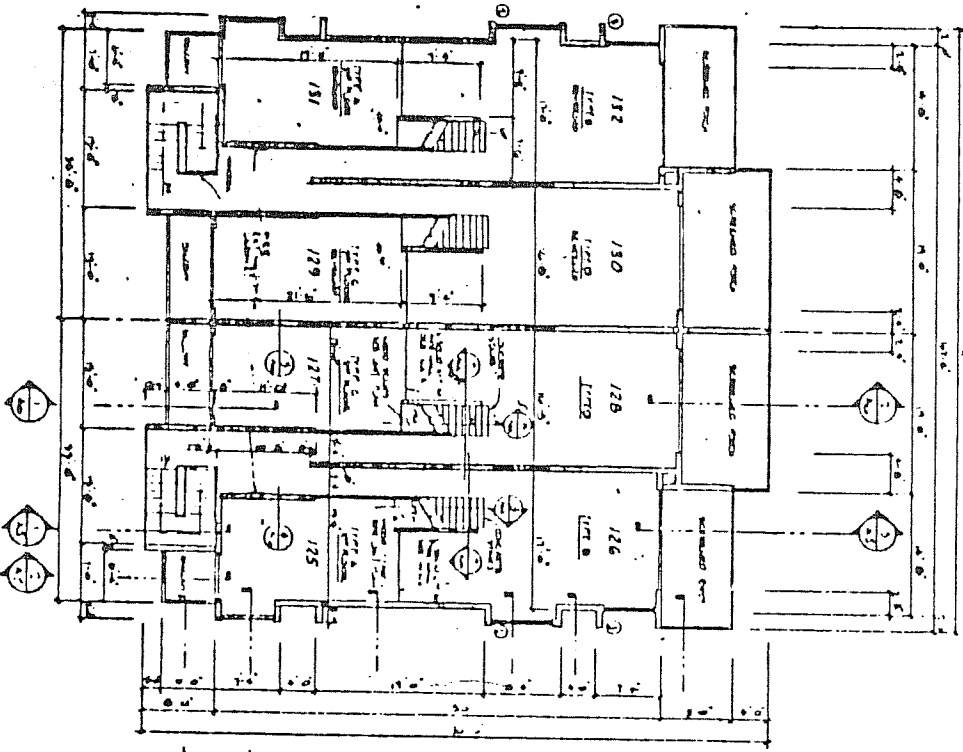


**FENTON
 WHITE
 ASSOCIATES
 ARCHITECTS**

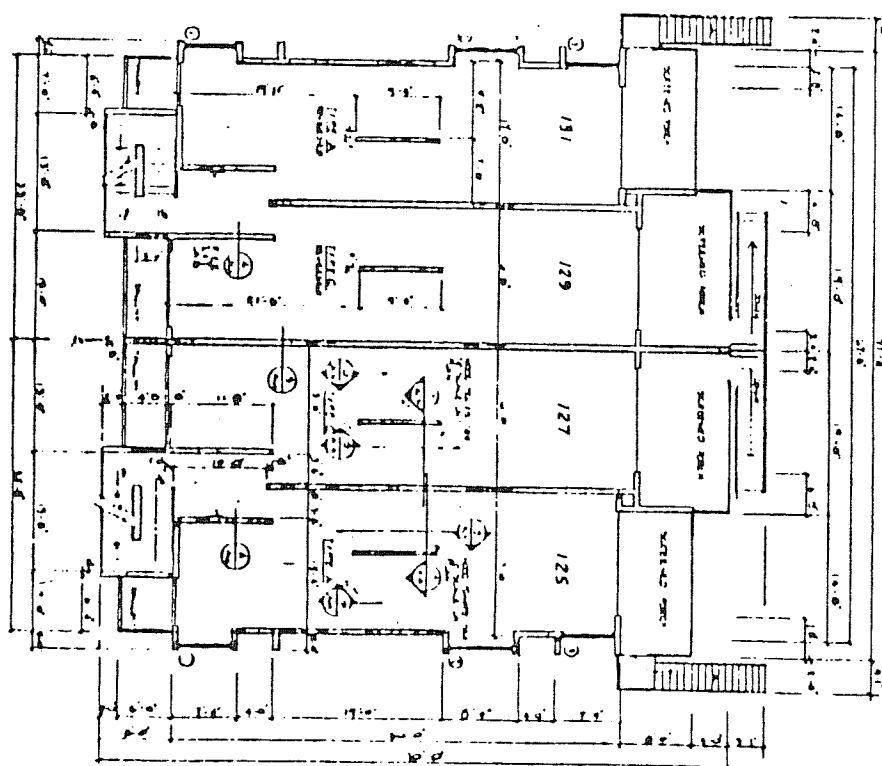
TORTUGA BEACH CLUB
 PHASE "D"
SANIBEL ISLAND FLORIDA

SHEET 2006

TORTUGA BEACH CLUB
PHASE "D"
SANIBEL ISLAND FLA. SHEET 3 OF 6



BUILDING PLAN - SECOND FLOOR

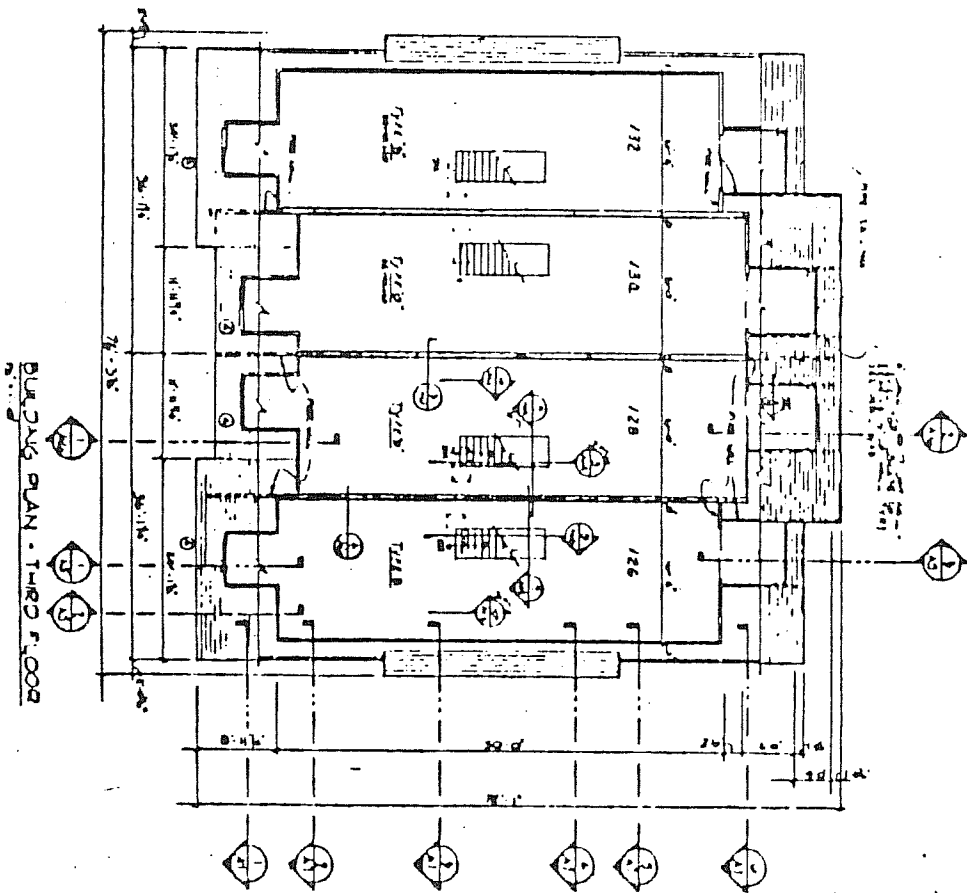


BUILDING PLAN - FIRST FLOOR

FENTON
WHITE
ASSOCIATES

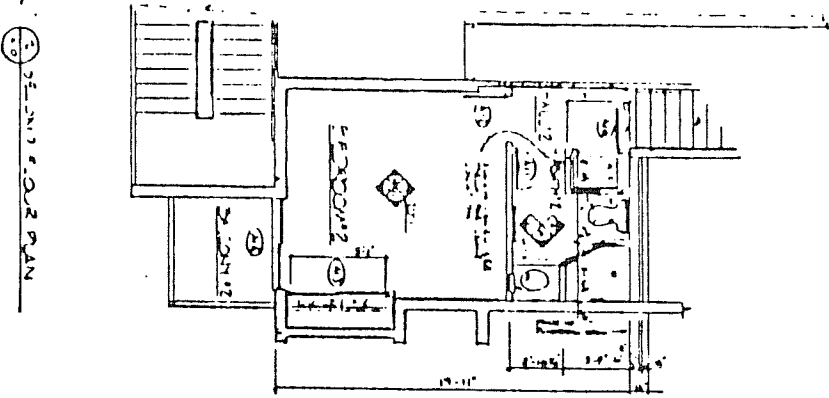
TORTUGA BEACH CLUB
PHASE "D"

TORTUGA BEACH CLUB
PHASE "D"
SANIBEL ISLAND FLA. SHEET #007

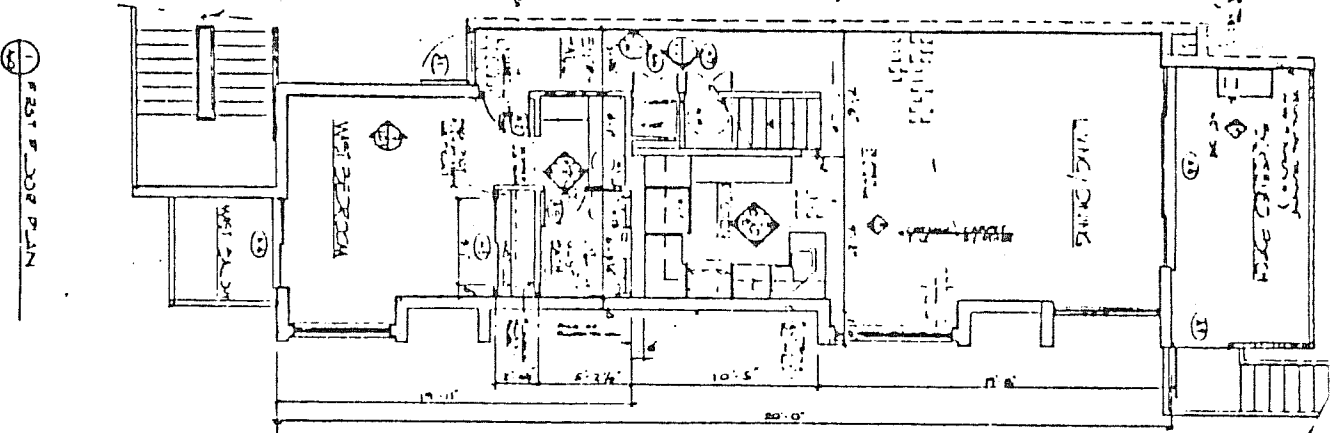


FENTON WHITE ARCHITECTS TORTUGA BEACH CLUB

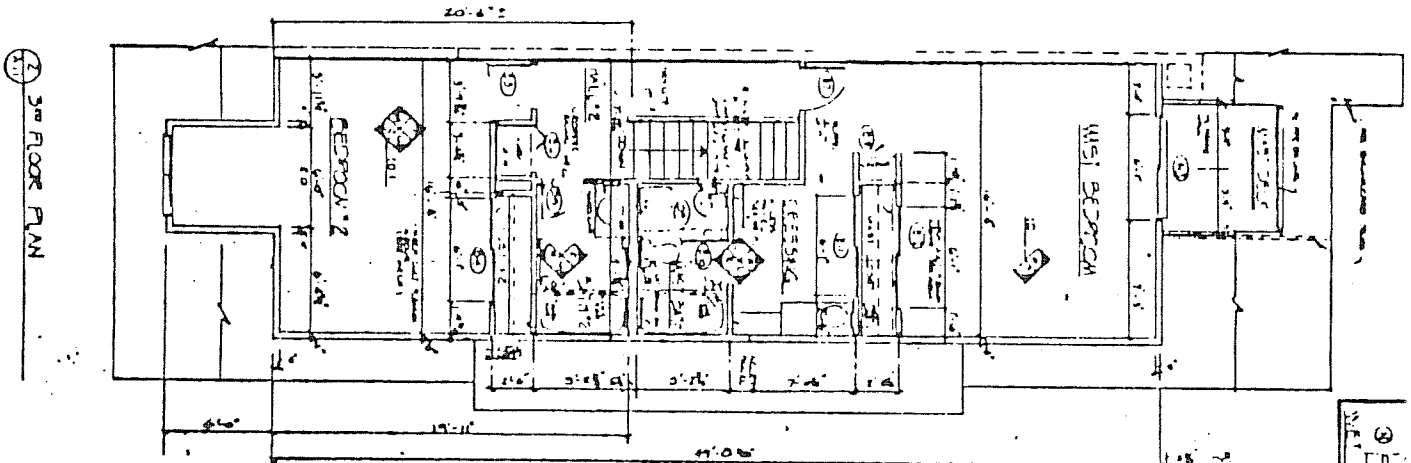
TORTUGA BEACH CLUB
PHASE
OF
SAN BEL ISLAND, FLA. SHEET 5006



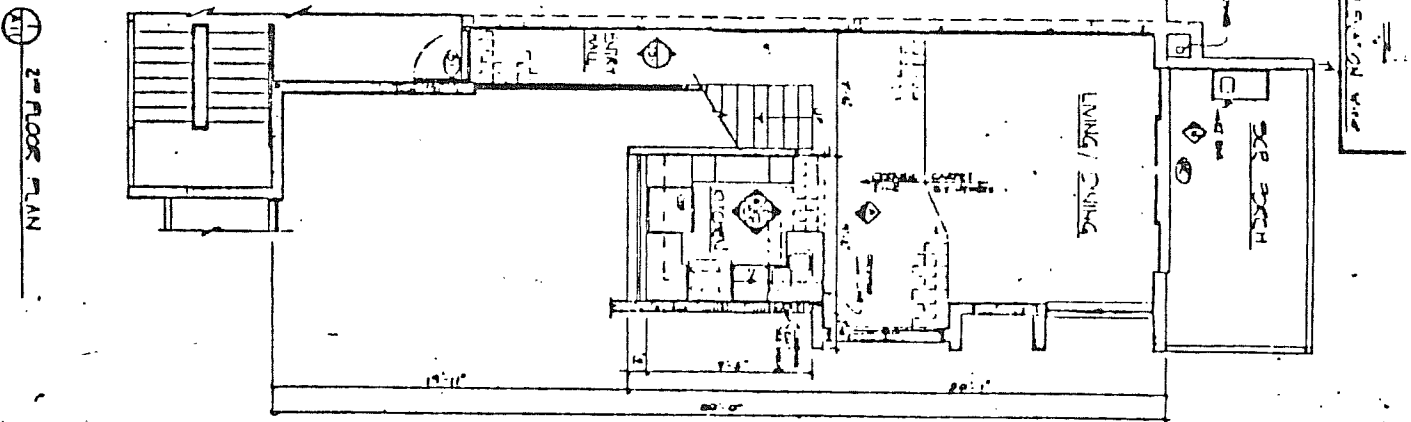
TYPE A FLOOR PLAN



TYPE A FLOOR PLAN



TYPE D FLOOR PLAN

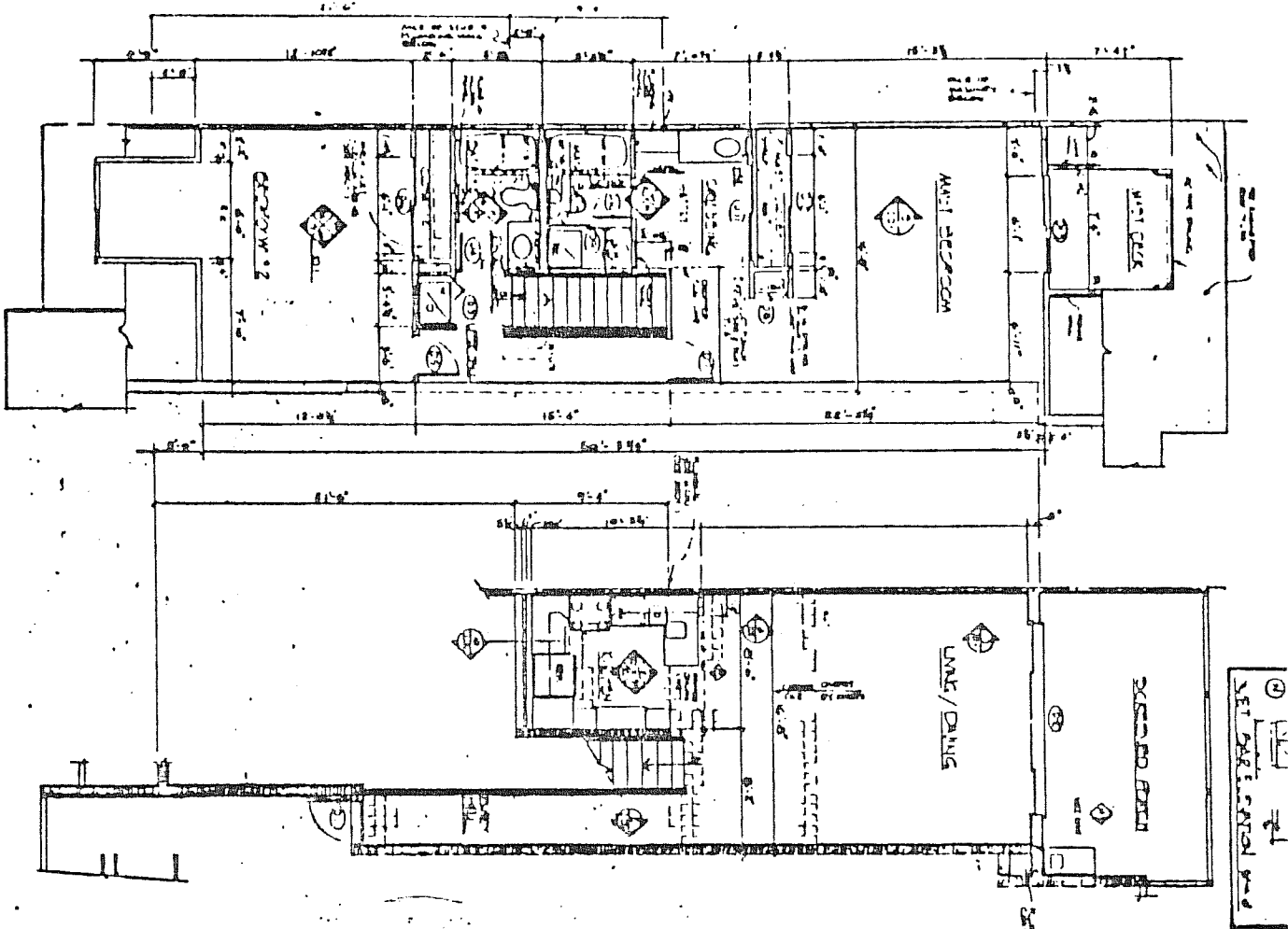


TYPE D FLOOR PLAN

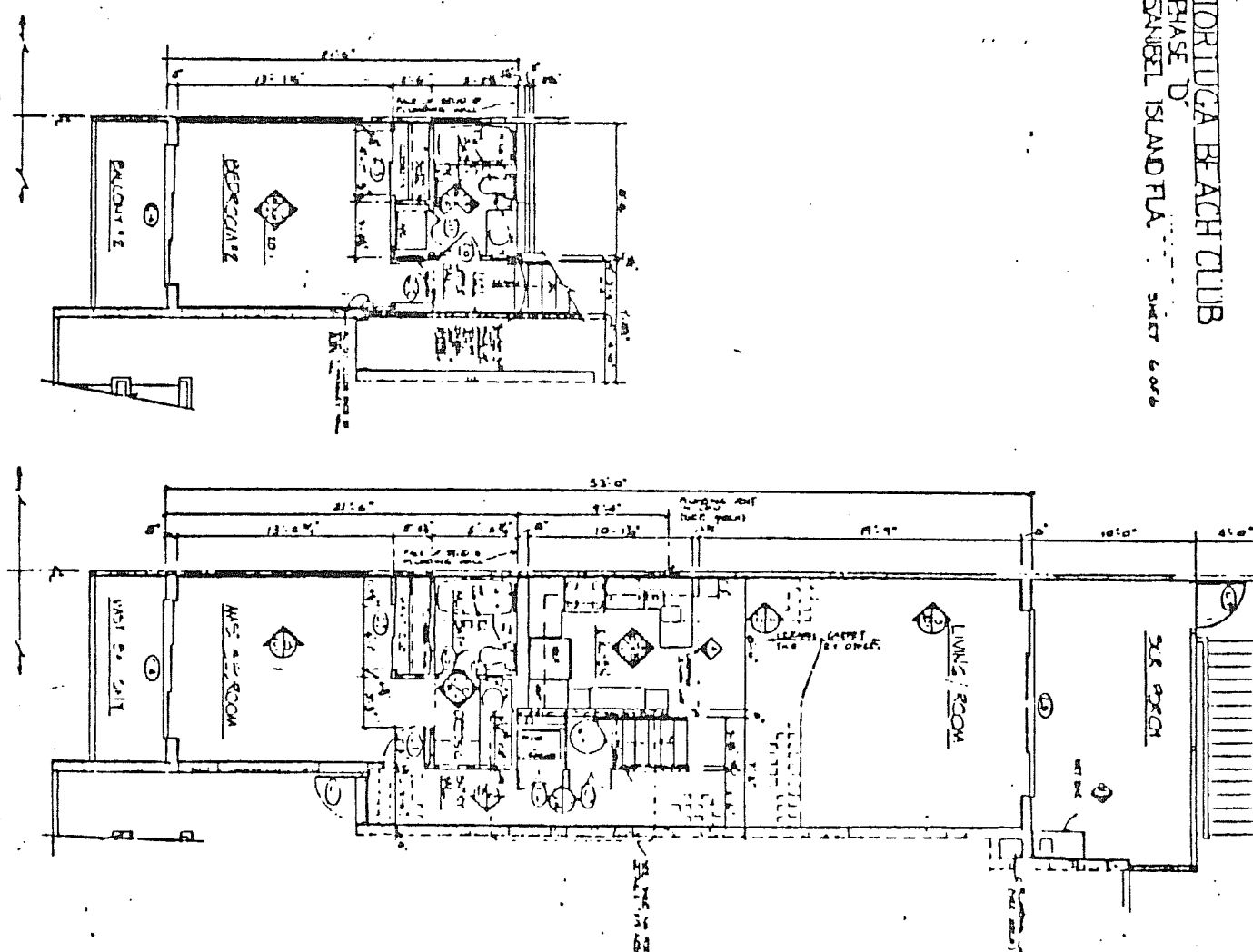
FENTON
WHITE
ARCHITECTS

TORTUGA BEACH CLUB
PHASE
OF
SAN BEL ISLAND, FLA.

TYPE 'D' FLOOR PLANS
1st FLOOR PLAN
2nd FLOOR PLAN



TYPE 'C' FLOOR PLAN
1st FLOOR PLAN
2nd FLOOR PLAN



TORTUGA BEACH CLUB
PHASE 'D'
SANIBEL ISLAND FLA. SHEET 6.006

FENTON WHITE ASSOCIATES ARCHITECTS
TORTUGA BEACH CLUB
 PHASE 'D'
 SANIBEL ISLAND FLORIDA

EXHIBIT NO. 12, TO DECLARATION

PERCENTAGE OF OWNERSHIP

EACH UNIT WITHIN THE CONDOMINIUM SHALL HAVE
A 1/32ND INTEREST IN AND TO THE COMMON ELEMENTS
AND COMMON SURPLUS, AND SHALL BE RESPONSIBLE
FOR 1/32ND OF THE COMMON EXPENSES OF THE CON-
DOMINIUM.

EXHIBIT NO. 13
TO DECLARATION

DESCRIPTION
TORTUGA BEACH CLUB PHASE E
SECTION 29, T. 46 S., R. 23 E.
CITY OF SANIBEL, LEE COUNTY, FLORIDA

A tract or parcel of land lying in Section 29, Township 46 South, Range 23 East, City of Sanibel, Lee County, Florida, which tract or parcel is described as follows:

From a concrete monument marking the northeast corner of lands described in a deed recorded in Official Record Book 754, page 107 of the Public Records of Lee County, Florida, run S 89° 20' 17" W along the north line of said lands for 124.00 feet; thence run S 00° 39' 43" E for 187.50 feet to the Point of Beginning.

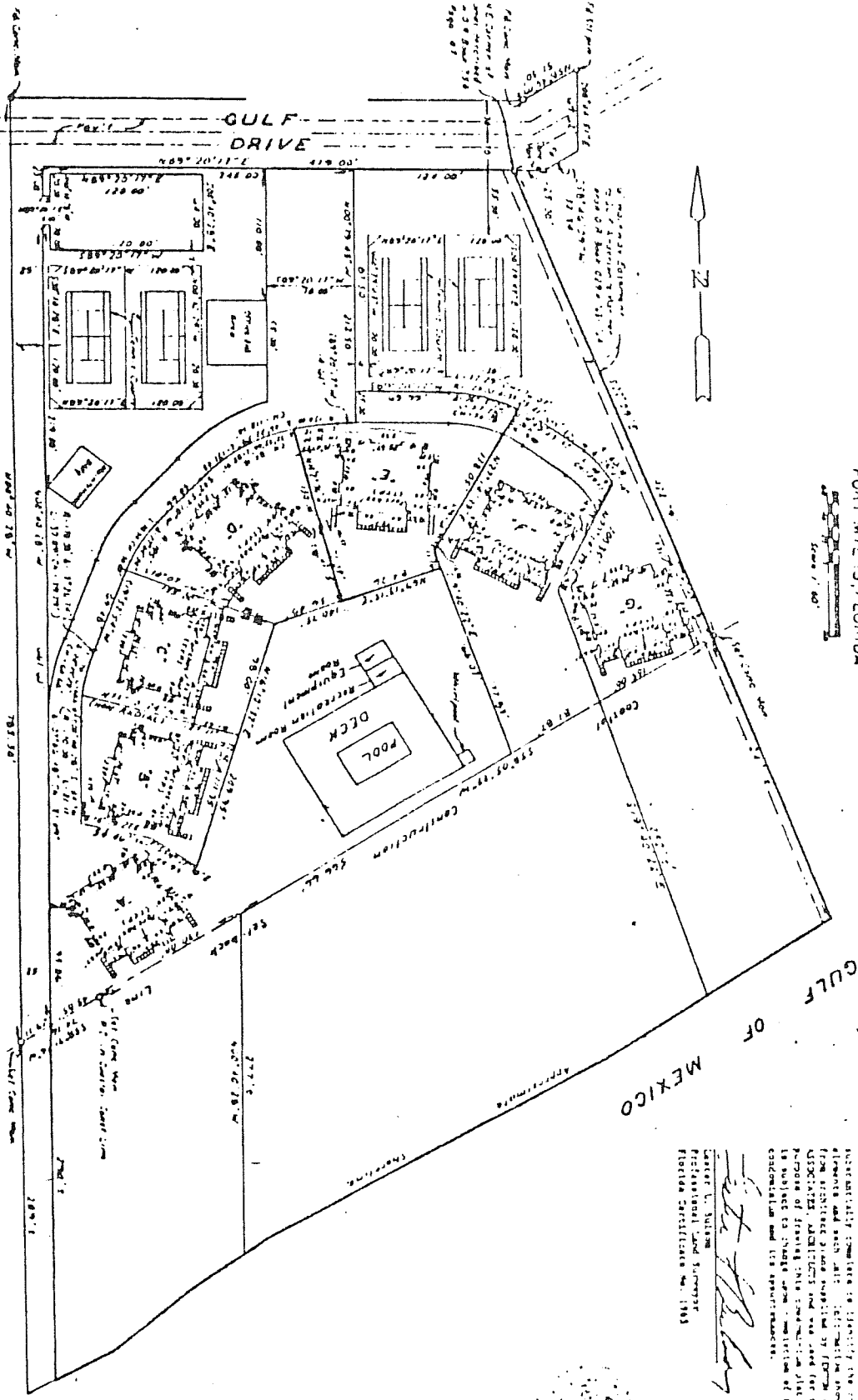
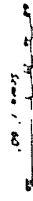
From said Point of Beginning continue S 00° 39' 43" E for 25.00 feet; thence run S 89° 20' 17" W for 14.61 feet; thence run along the arc of a curve to the left (having a radius of 150.00 feet, a central angle of 13° 47' 53", and a chord of S 82° 26' 20" W for 36.04 feet) for 36.12 feet; thence run S 14° 27' 36" E for 150.00 feet; thence run N 69° 13' 15" E for 84.26 feet; thence run N 19° 40' 22" W for 11.76 feet; thence run N 27° 14' 39" E for 138.05 feet; thence run along the arc of a curve to the left (having a radius of 125.00 feet, a central angle of 26° 15' 26", and a chord of N 77° 32' 00" W for 56.78 feet) for 57.28 feet; thence run S 89° 20' 17" W for 69.99 feet to the Point of Beginning.

Bearings hereinabove mentioned are derived from the plat of First Addition to Shell Harbor recorded in Plat Book 25, beginning at page 66 of said Public Records.

UNIT UGA DELAULL ULLU
 A CONDOMINIUM
 PHASE - F
 SECTION 29, TOWNSHIP 46 SOUTH, RANGE 23 EAST
 CITY OF SANIBEL, LEE COUNTY, FLORIDA

JOHNSON ENGINEERING INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 FORT MYERS, FLORIDA

JANUARY 1981



Center U. SUTEM
 Professional Land Surveyor
 Florida Certificate No. 1983

[Signature]

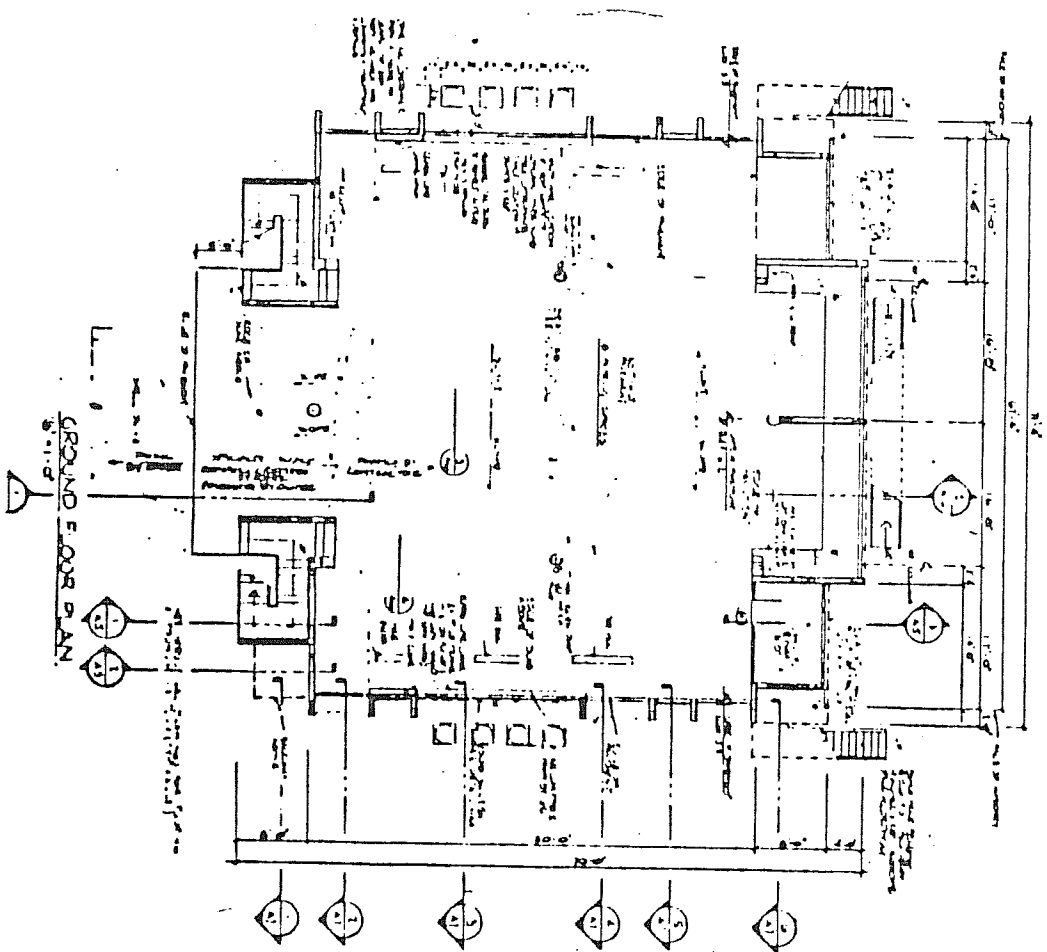
The construction of this condominium is not substantially complete as identified by the common elements and each unit. Construction shown is from architect plans supplied by FORM, ARCHITECTS, ARCHITECTS and was used for the purpose of showing this construction plan and is subject to change upon completion of the condominium and its surroundings.

CERTIFICATE

41.55 ACRES
61.55 BOTTOM OF TIDE
1253 300'x300' UAB
3186 CERTIFIED
1487 200'x300' UAB
4410 CERTIFIED
410 100'x300' UAB
513 CERTIFIED
610 TOTAL SQUARE FEET

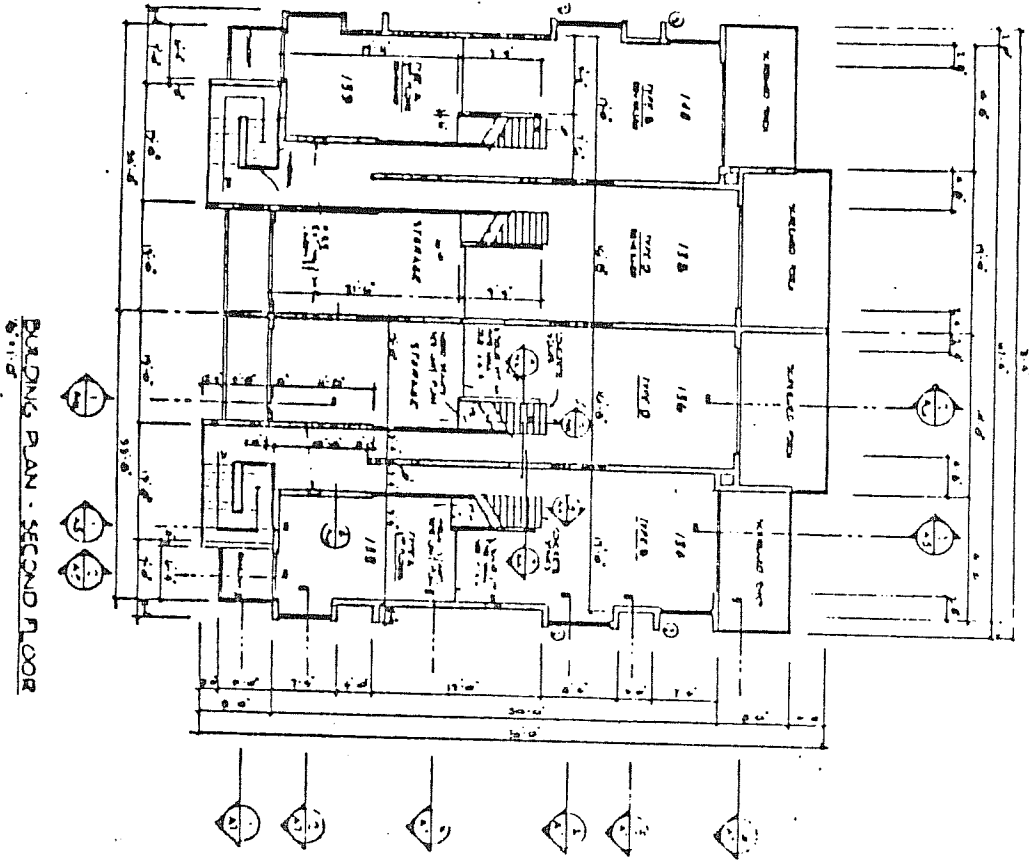
TORTUGA BEACH CLUB
PHASE "E"
SANIBEL ISLAND FLA. SHEET 2 OF 6

PROVIDE THE FOLLOWING INFORMATION TO THE CITY OF SANIBEL, FLORIDA, IN CONNECTION WITH THE SUBMITTAL OF THIS PLAN:
1. THE PROPERTY IS BEING DEVELOPED FOR THE PURPOSES OF A CLUB AND IS SUBJECT TO THE ZONING REGULATIONS OF THE CITY OF SANIBEL, FLORIDA.
2. THE PROPERTY IS BEING DEVELOPED FOR THE PURPOSES OF A CLUB AND IS SUBJECT TO THE ZONING REGULATIONS OF THE CITY OF SANIBEL, FLORIDA.
3. THE PROPERTY IS BEING DEVELOPED FOR THE PURPOSES OF A CLUB AND IS SUBJECT TO THE ZONING REGULATIONS OF THE CITY OF SANIBEL, FLORIDA.
4. THE PROPERTY IS BEING DEVELOPED FOR THE PURPOSES OF A CLUB AND IS SUBJECT TO THE ZONING REGULATIONS OF THE CITY OF SANIBEL, FLORIDA.
5. THE PROPERTY IS BEING DEVELOPED FOR THE PURPOSES OF A CLUB AND IS SUBJECT TO THE ZONING REGULATIONS OF THE CITY OF SANIBEL, FLORIDA.

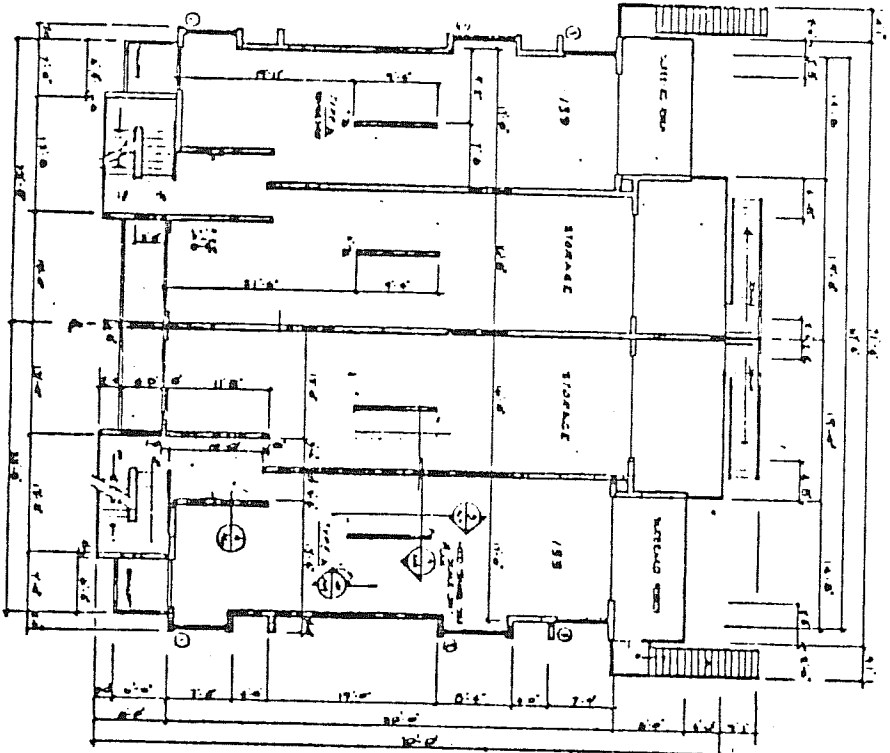


FENTON WHITE ASSOCIATES ARCHITECTS	TORTUGA BEACH CLUB PHASE "E" SANIBEL ISLAND FLORIDA	
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SCALE



BUILDING PLAN - SECOND FLOOR



BUILDING PLAN - FIRST FLOOR

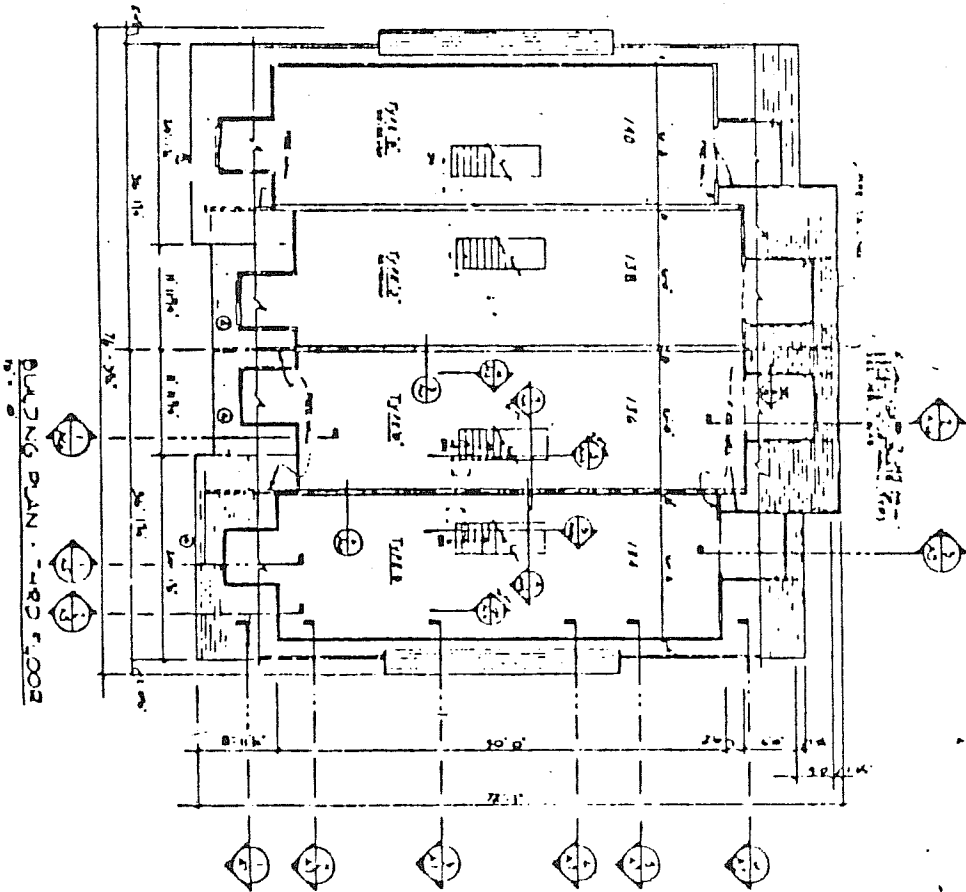
TORTUGA BEACH CLUB
PHASE E
SAIBEL ISLAND FLA.

SHEET 5 OF 6

FENTON
WHITE
ASSOCIATES
ARCHITECTS

TORTUGA BEACH CLUB

TORTUGA BEACH CLUB
PHASE E
SAN BEL ISLAND FLA
SHEET 4 OF 6



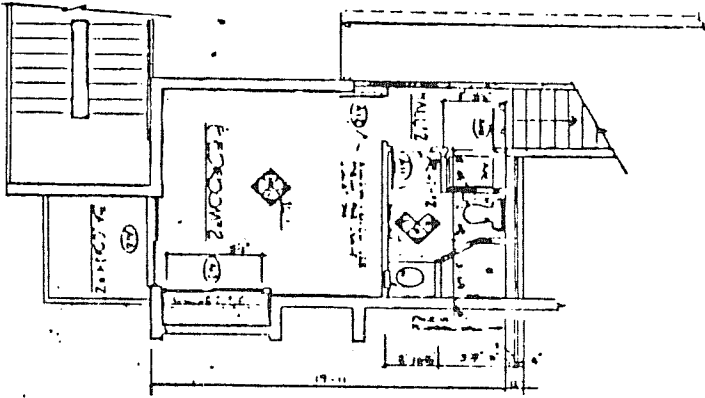
FENTON
WHITE
ARCHITECTS

TORTUGA BEACH CLUB
PHASE E
SAN BEL ISLAND

DATE

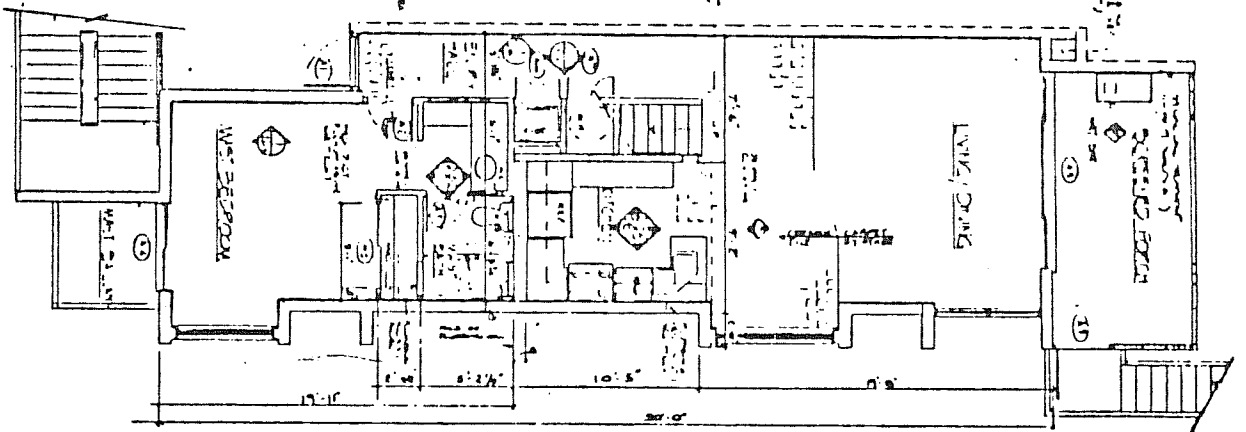
TORTUGA BEACH CLUB
PHASE E
SANIBEL ISLAND FLA.

SHEET 5 OF 6

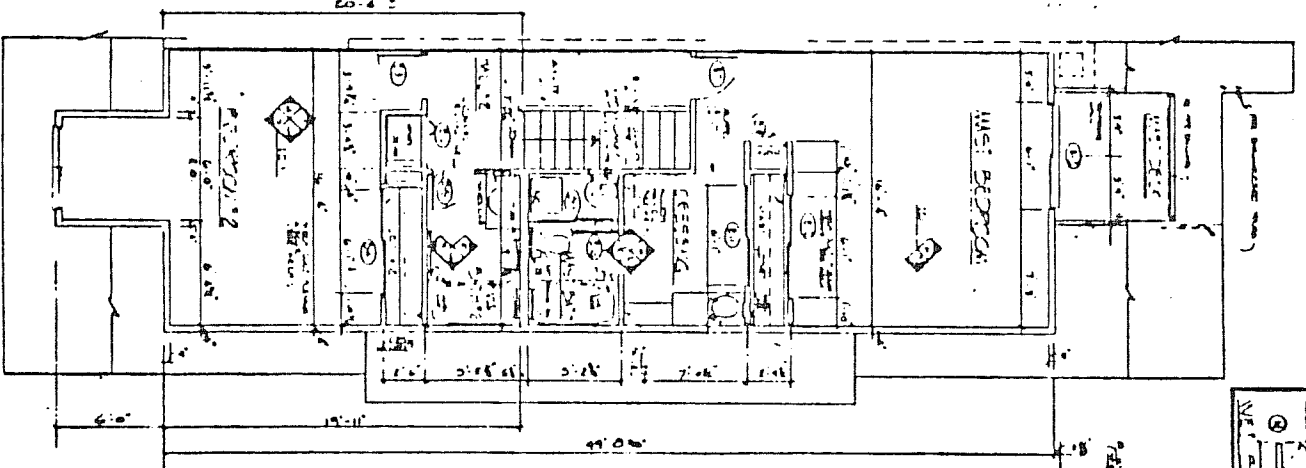


10 SECOND FLOOR PLAN

TYPE 'A' FLOOR PLAN

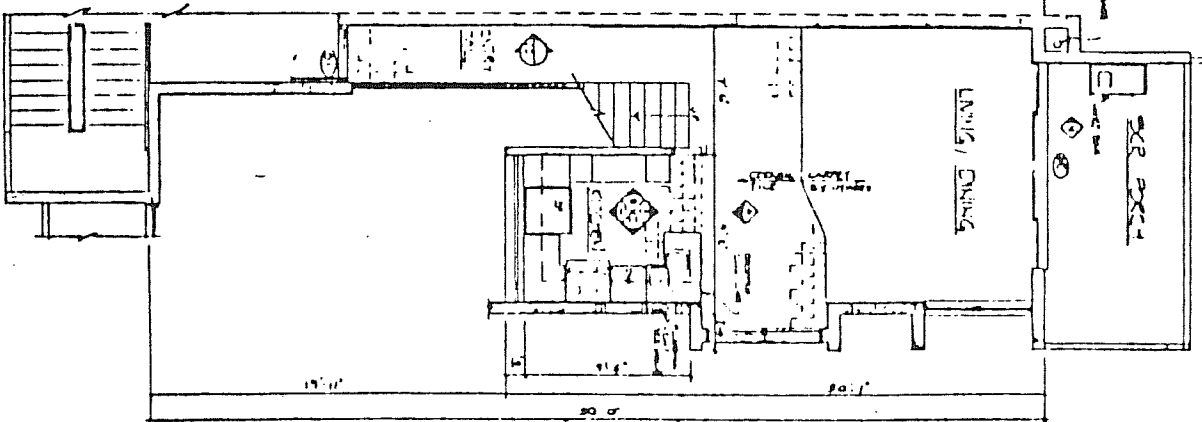


11 FIRST FLOOR PLAN



12 3RD FLOOR PLAN

TYPE 'D' FLOOR PLAN



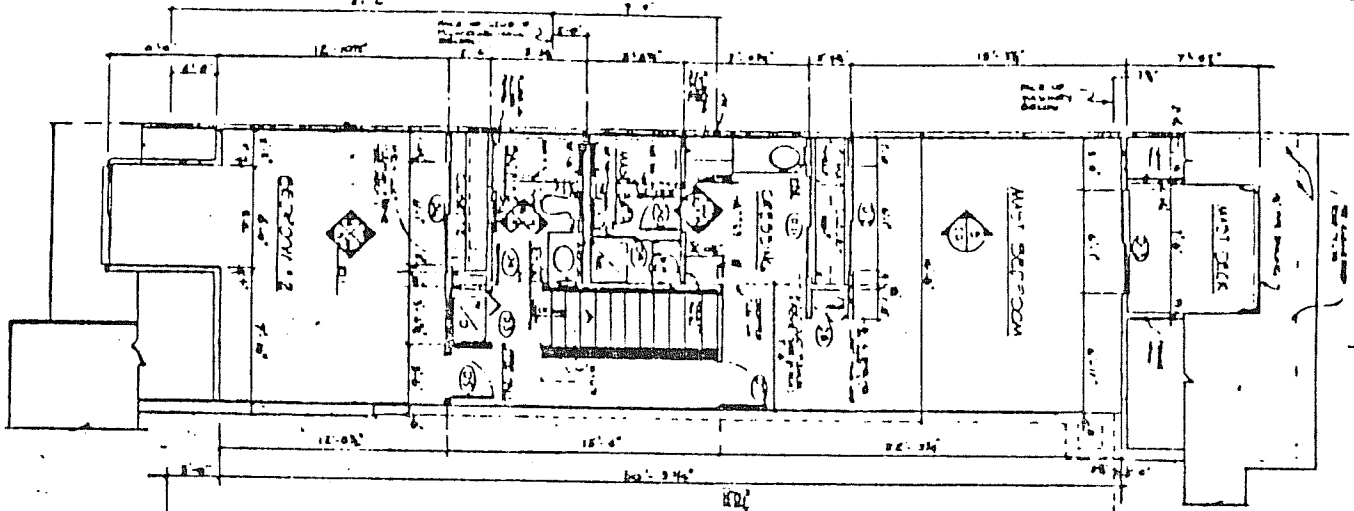
13 2ND FLOOR PLAN

FENTON
WHITE
ASSOCIATES
ARCHITECTS

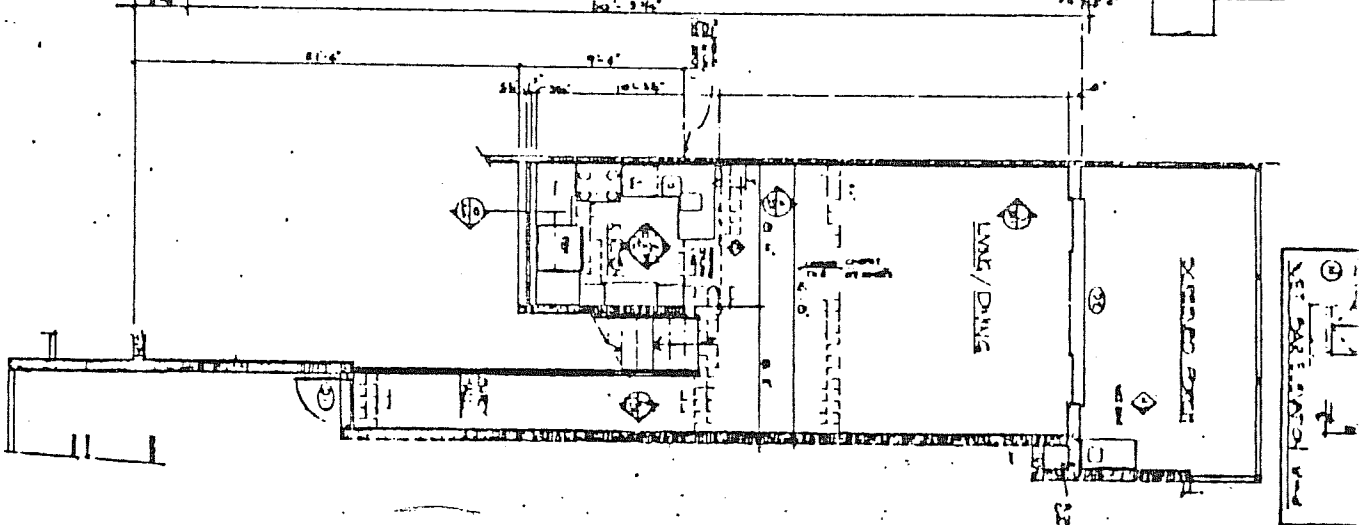
TORTUGA BEACH CLUB
PHASE E
SANIBEL ISLAND FLORIDA

TYPE 'D' FLOOR PLANS

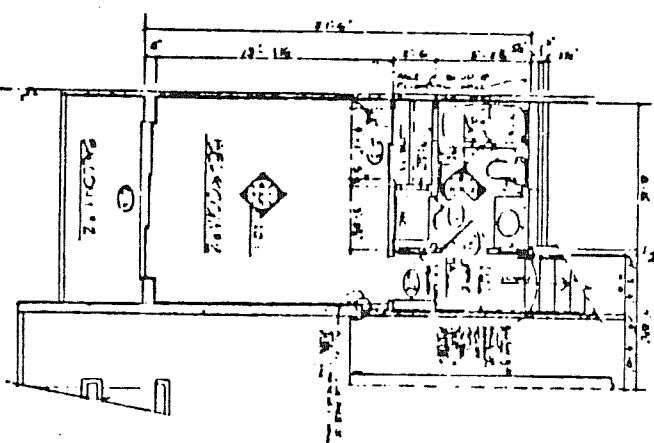
3RD FLOOR PLAN



2ND FLOOR PLAN

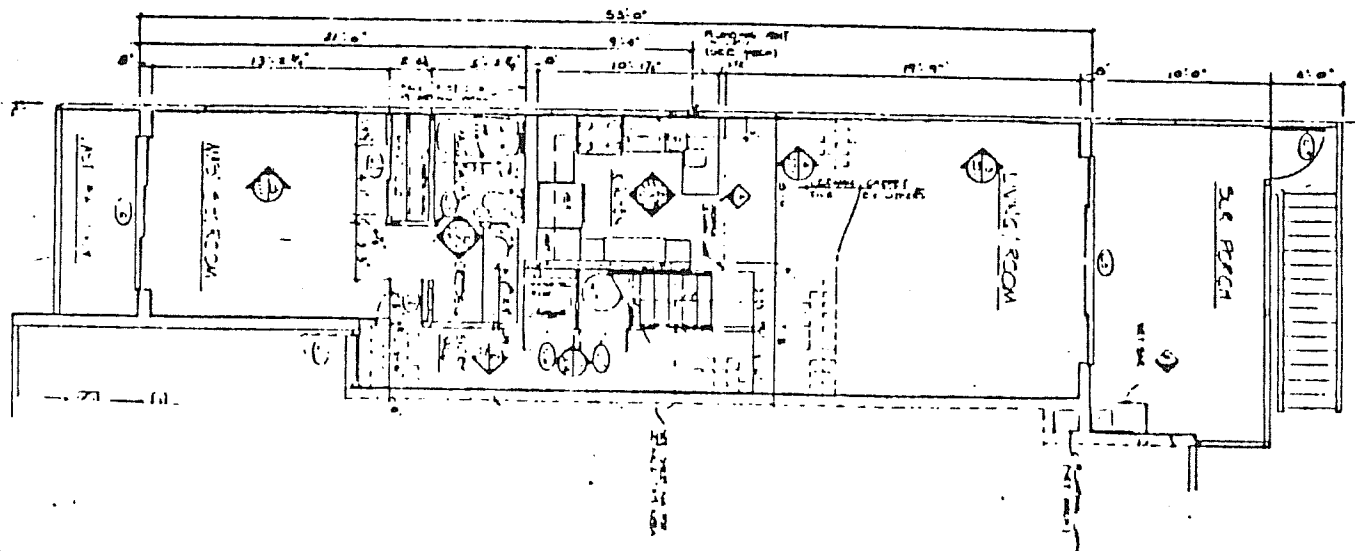


2ND FLOOR PLAN



TYPE 'C' FLOOR PLAN

1ST FLOOR PLAN



TORTUGA BEACH CLUB
PHASE "E"
SANIBEL ISLAND FLA SHEET 6076

FENTON
WHITE
ASSOCIATES
ARCHITECTS

TORTUGA BEACH CLUB
PHASE "E"
SANIBEL ISLAND FLORIDA

EXHIBIT NO. 14, TO DECLARATION

PERCENTAGE OF OWNERSHIP

EACH UNIT WITHIN THE CONDOMINIUM SHALL HAVE
A 1/38TH INTEREST IN AND TO THE COMMON ELEMENTS
AND COMMON SURPLUS, AND SHALL BE RESPONSIBLE
FOR 1/38TH OF THE COMMON EXPENSES OF THE CON-
DOMINIUM.

EXHIBIT NO. 15
TO DECLARATION

DESCRIPTION
 TORTUGA BEACH CLUB PHASE F
 SECTION 29, T. 46 S., R. 23 E.
 CITY OF SANIBEL, LEE COUNTY, FLORIDA

A tract or parcel of land lying in Section 29, Township 46 South, Range 23 East, City of Sanibel, Lee County, Florida, which tract or parcel is described as follows:

From a concrete monument marking the northeast corner of lands described in a deed recorded in Official Record Book 754, page 107 of the Public Records of Lee County, Florida, run S 89° 20' 17" W along the north line of said lands for 124.00 feet; thence run S 00° 39' 43" E for 187.50 feet; thence continue S 00° 39' 43" E for 25.00 feet; thence run S 89° 20' 17" W for 14.61 feet; thence run along the arc of a curve to the left (having a radius of 150 feet, a central angle of 13° 47' 53", and a chord of S 82° 26' 20" W for 36.04 feet) for 36.12 feet; thence continue along the arc of a curve to the left (having a radius of 150 feet, a central angle of 32° 35' 06", and a chord of S 59° 14' 51" W for 84.16 feet) for 85.31 feet; thence run S 42° 57' 18" W for 50.66 feet; thence run along the arc of a curve to the left (having a radius of 125.00 feet, a central angle of 23° 04' 24", and a chord of S 31° 25' 06" W for 50.00 feet) for 50.34 feet; thence run S 19° 52' 54" W for 69.48 feet; thence run along the arc of a curve to the left (having a radius of 170.00 feet, a central angle of 13° 26' 34", and a chord of S 13° 09' 37" W for 39.79 feet) for 39.89 feet; thence continue along the arc of a curve to the left (having a radius of 170.00 feet, a central angle of 07° 06' 48", and a chord of S 02° 52' 56" W for 21.09 feet) for 21.11 feet; thence run S 00° 40' 28" E for 84.56 feet; thence run S 78° 19' 27" E for 54.46 feet; thence run S 58° 37' 38" E for 44.93 feet; thence run N 16° 12' 32" E for 111.95 feet; thence continue N 16° 12' 32" E for 98.00 feet; thence run N 69° 13' 15" E for 140.75 feet; thence run S 19° 40' 22" E for 166.07 feet to the Department of Natural Resources Coastal Construction Setback Line; thence run N 58° 05' 33" E along said Line for 81.87 feet to the Point of Beginning. From said Point of Beginning run N 19° 40' 22" W for 98.59 feet; thence run N 27° 14' 39" E for 100.35 feet; thence run along the arc of a curve to the left (having a radius of 80 feet, a central angle of 28° 47' 14", and a chord of N 40° 50' 25" W for 39.77 feet) for 40.19 feet; thence run N 55° 14' 02" W for 43.37 feet; thence run along the arc of a curve to the left (having a radius of 125.00 feet, a central angle of 09° 10' 15", and a chord of N 59° 49' 09" W for 19.99 feet) for 20.01 feet; thence run S 27° 14' 39" W for 138.05 feet; thence run S 19° 40' 22" E for 177.83 feet to the D.N.R. Coastal Construction Setback Line; thence run S 58° 05' 33" W along said Line for 249.79 feet; thence run S 00° 40' 28" E for 277⁺ feet to the waters of of the Gulf of Mexico; thence run northeasterly along the meanders of said waters to an intersection with a line bearing S 19° 40' 22" E passing through the Point of Beginning; thence run N 19° 40' 22" W along said line for 252⁺ feet to the Point of Beginning.

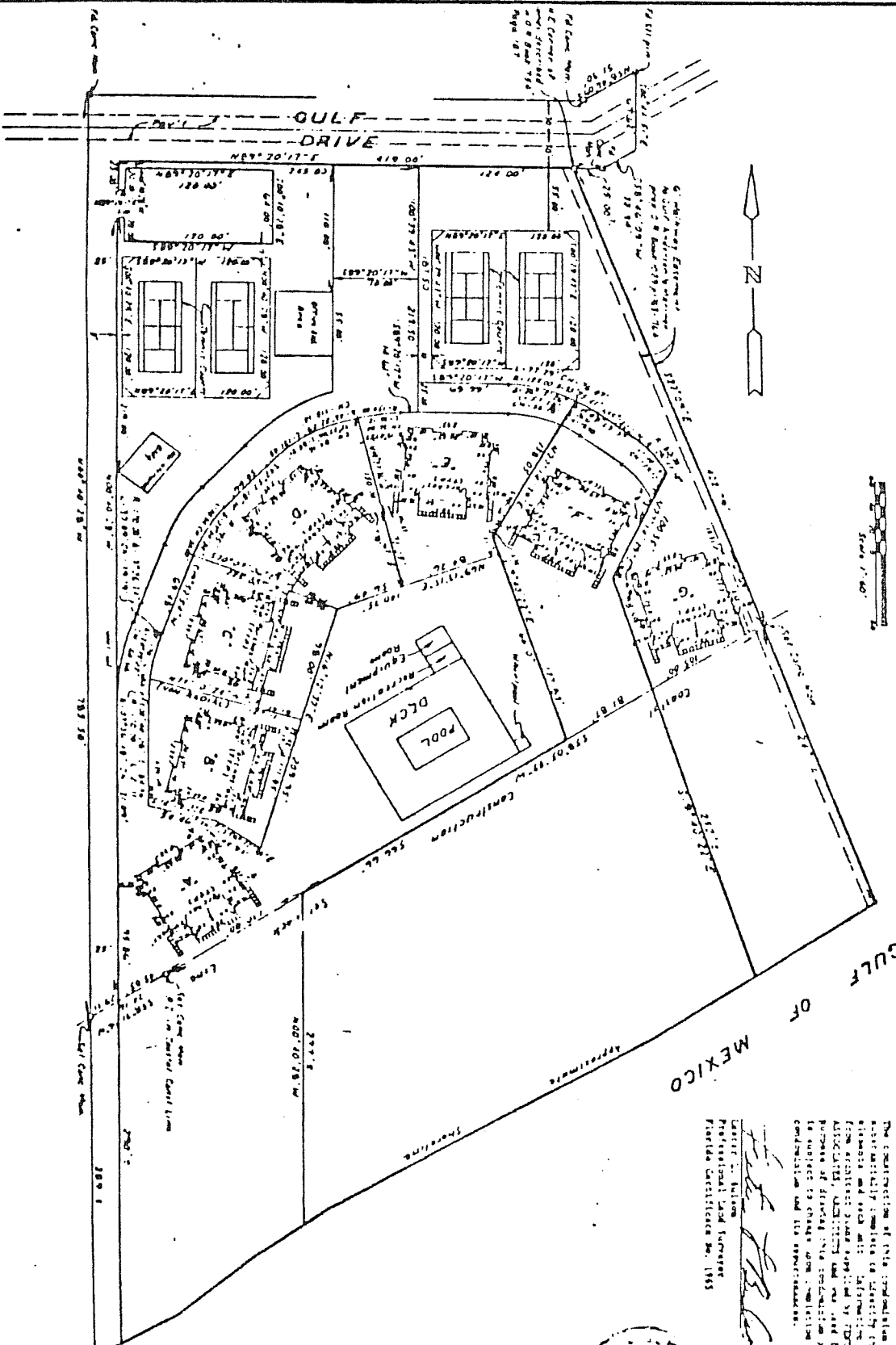
Bearings hereinabove mentioned are derived from the plat of First Addition to Shell Harbor recorded in Plat Book 25, beginning at page 66 of said Public Records.

TORTUGA BEACH CLUB A CONDOMINIUM PHASE - F

SECTION 29, TOWNSHIP 46 SOUTH, RANGE 23 EAST
CITY OF SANIBEL, LEE COUNTY, FLORIDA

JOHNSON ENGINEERING INC.
CIVIL ENGINEERS AND LAND SURVEYORS
FORT MYERS, FLORIDA

JANUARY 1991



ELEVATIONS

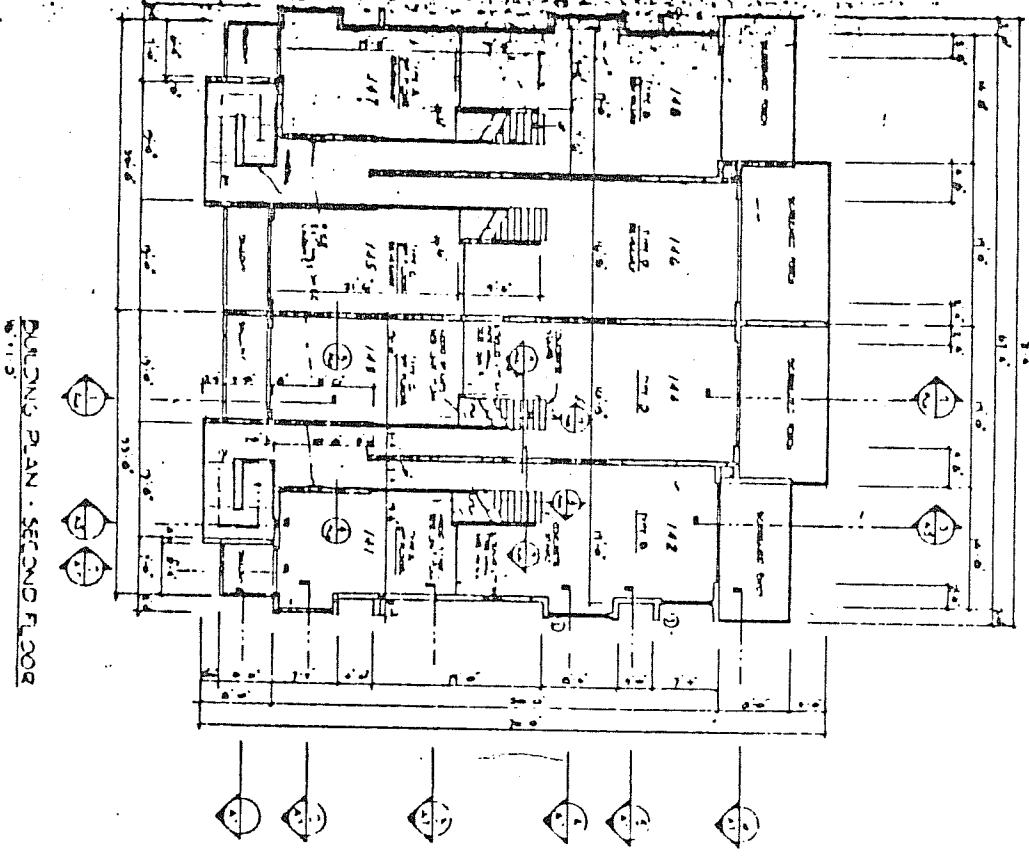
41.75' 000"	FLOOR OF
41.44' 000"	TRUSS
41.51' 000"	1ST FLOOR SLAB
41.86' 000"	2ND FLOOR SLAB
42.10' 000"	3RD FLOOR SLAB
42.12' 000"	CEILING
42.00' 000"	4TH FLOOR SLAB
42.15' 000"	CEILING

6.10' PERMANENT ELEVATION (6.10' A)

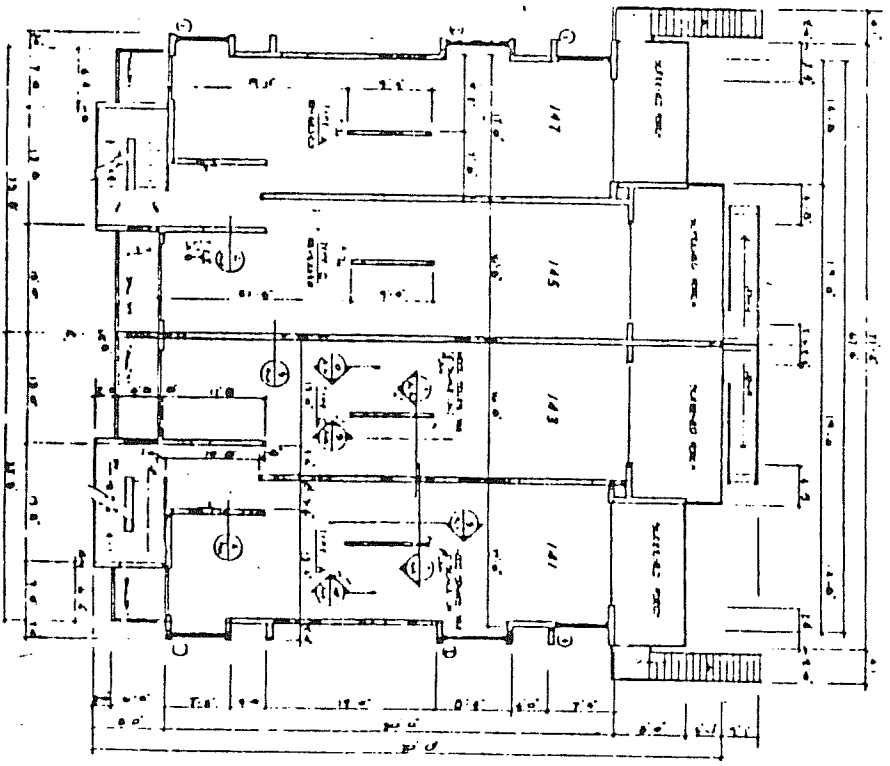
CONTRACTOR
The construction of this condominium is not automatically complete as to the building, structure and site work. Information is provided in this contract to assist the contractor in the construction of the building, structure and site work. The contractor is responsible for the construction of the building, structure and site work. The contractor is also responsible for the construction of the building, structure and site work. The contractor is also responsible for the construction of the building, structure and site work.

JOHNSON ENGINEERING INC.
Professional Land Surveyor
Florida Certificate No. 1985





BUILDING PLAN - SECOND FLOOR



BUILDING PLAN - FIRST FLOOR

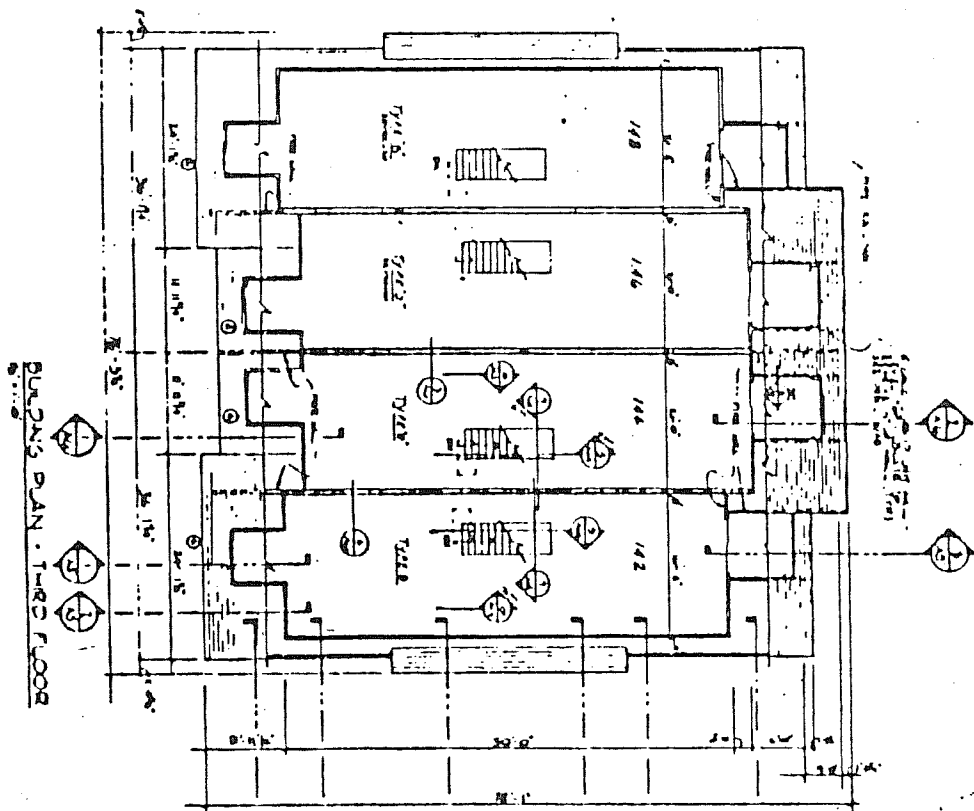
TORTUGA BEACH CLUB
PHASE F
SANIBEL ISLAND FLA. SHEET 307B

FENTON
WHITE
ASSOCIATES
ARCHITECTS

TORTUGA BEACH CLUB
PHASE F
SANIBEL ISLAND FLORIDA

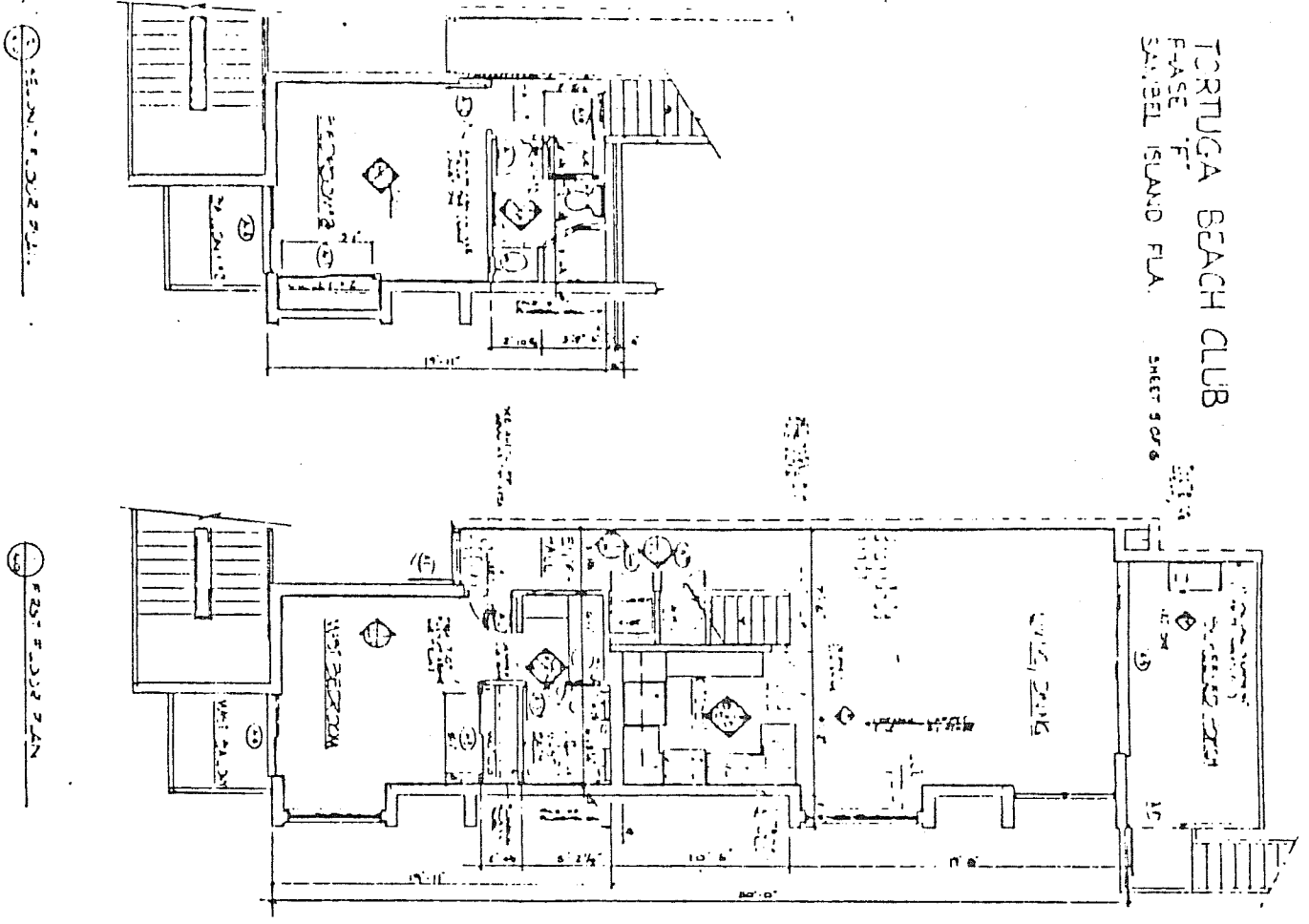
TORTUGA BEACH CLUB
PHASE F
SAIBEL ISLAND FLA.

SHEET 4 OF 6



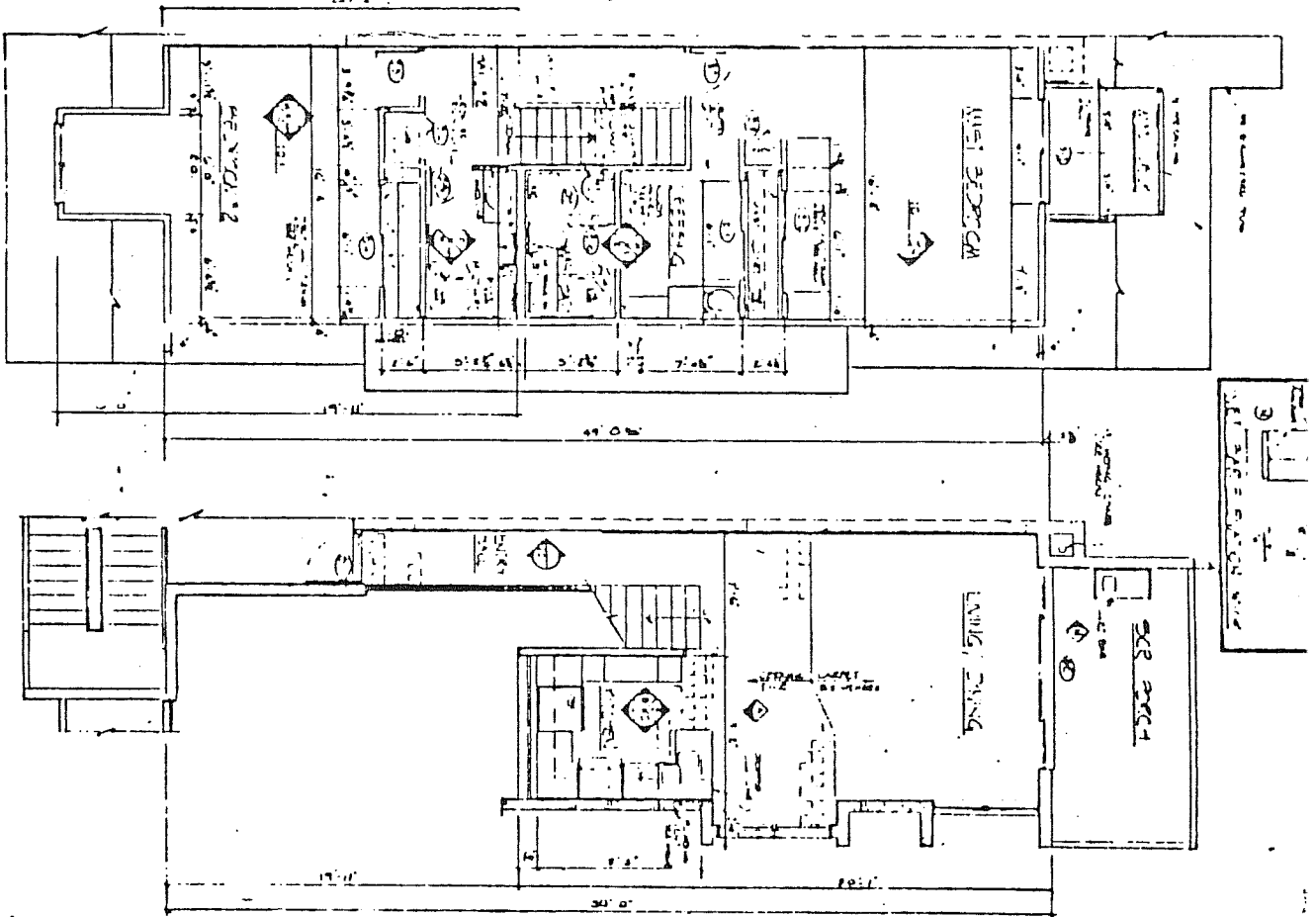
TORTUGA BEACH CLUB
F-PHASE
SANIBEL ISLAND FLA.

SHEET 50 OF 6



TYPE 'A' FLOOR PLAN

3RD FLOOR PLAN



TYPE 'B' FLOOR PLAN

4TH FLOOR PLAN

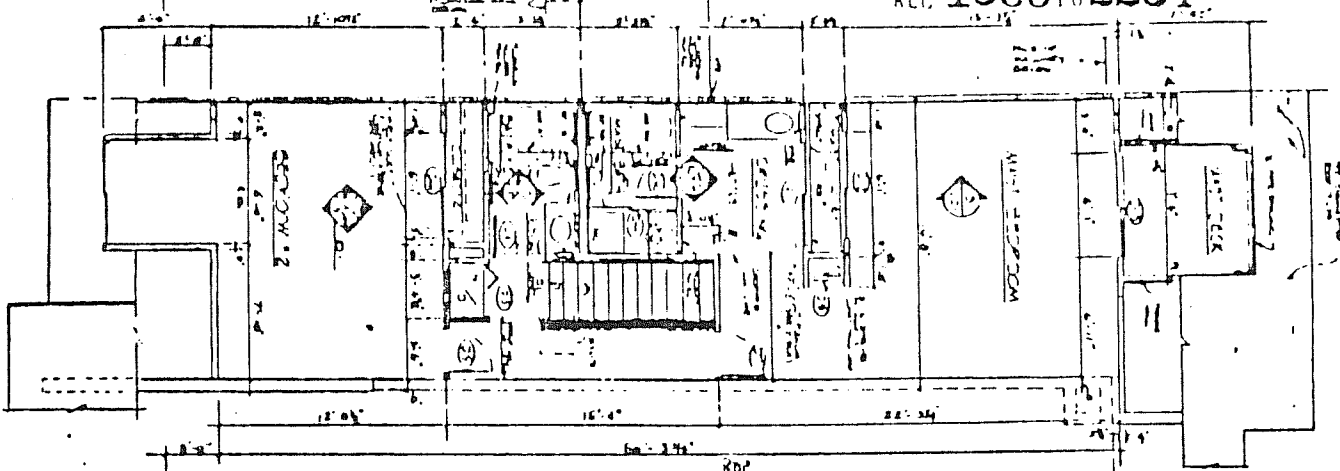
FENTON
WHITE
ASSOCIATES
ARCHITECTS

TORTUGA BEACH CLUB
F-PHASE
SANIBEL ISLAND FLA.

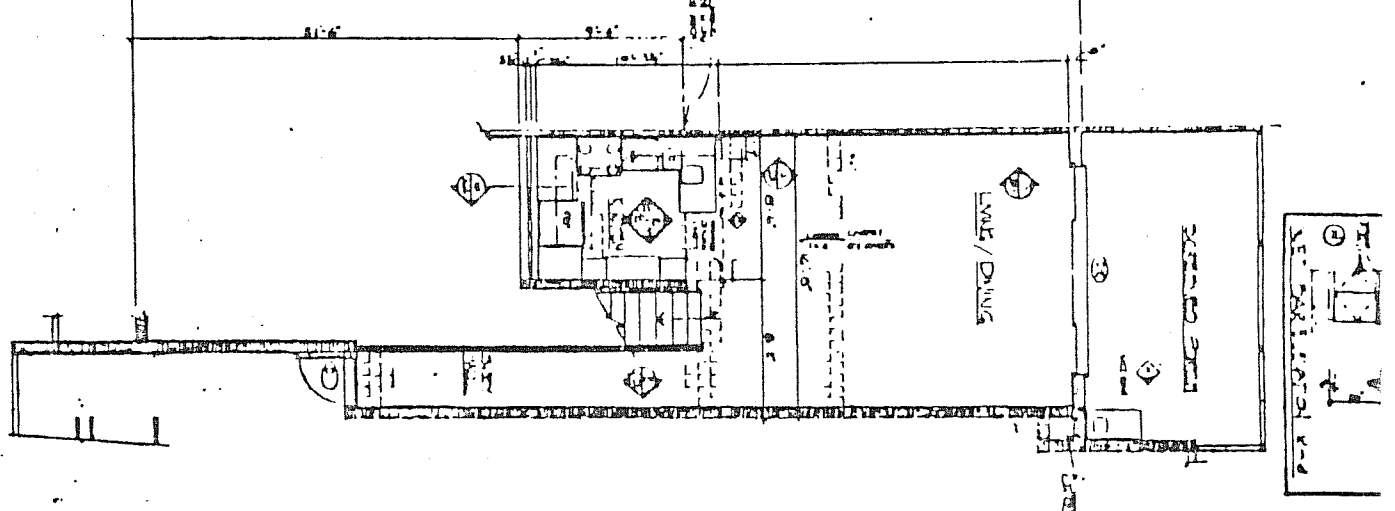
REL. 1000 P. 2002

TYPED FLOOR PLANS

1st FLOOR PLAN



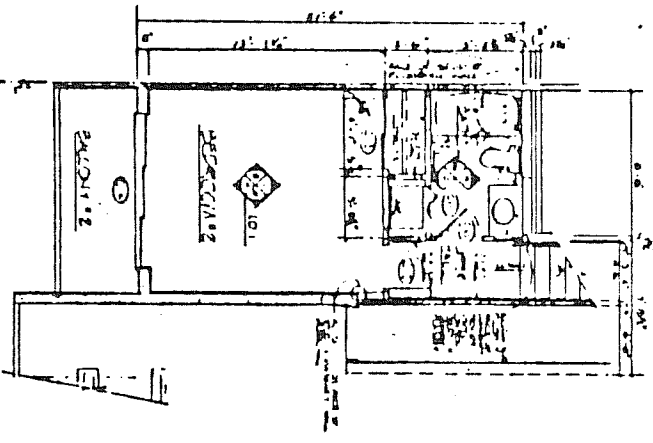
2nd FLOOR PLAN



TORTUGA BEACH CLUB
 PHASE "F"
 SANIBEL ISLAND FLA.

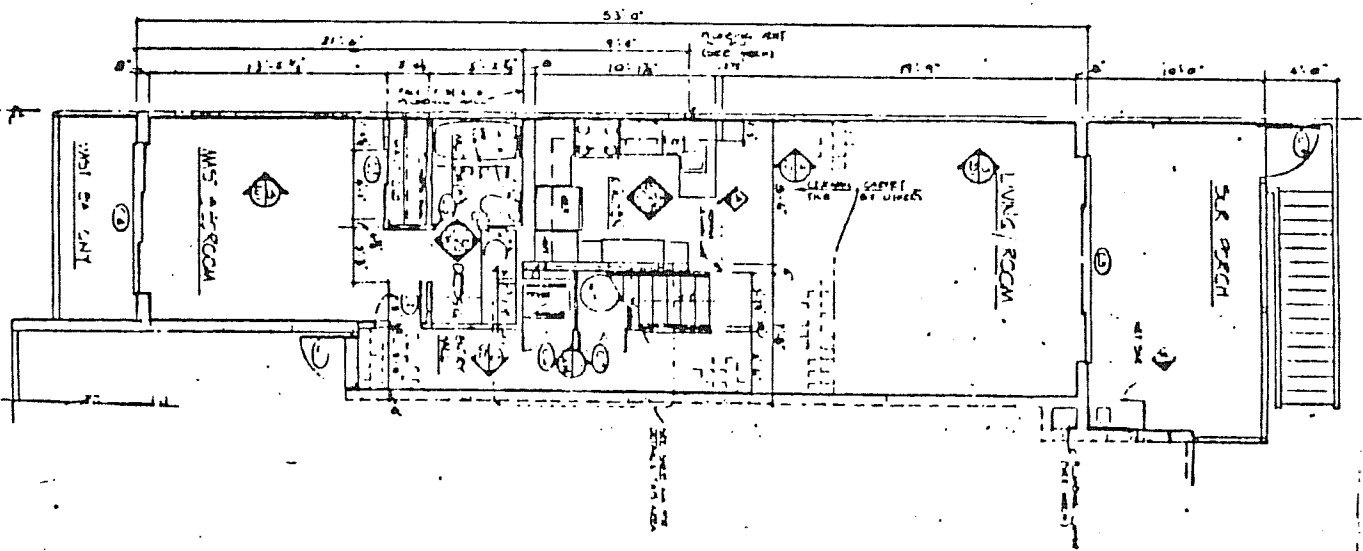
SHEET 0008

3rd FLOOR PLAN



TYPED FLOOR PLANS

4th FLOOR PLAN



**FENTON
 WHITE**
 ASSOCIATES
 ARCHITECTS

TORTUGA BEACH CLUB
 PHASE "F"
 SANIBEL ISLAND FLORIDA

EXHIBIT NO. 16, TO DECLARATION

PERCENTAGE OF OWNERSHIP

EACH UNIT WITHIN THE CONDOMINIUM SHALL HAVE
A 1/46TH INTEREST IN AND TO THE COMMON ELEMENTS
AND COMMON SURPLUS, AND SHALL BE RESPONSIBLE
FOR 1/46TH OF THE COMMON EXPENSES OF THE CON-
DOMINIUM.

EXHIBIT NO. 17

TO DECLARATION

DESCRIPTION
TORTUCA BEACH CLUB PHASE G
SECTION 29, T. 46 S., R. 23 E.
CITY OF SANIBEL, LEE COUNTY, FLORIDA

A tract or parcel of land lying in Section 29, Township 46 South, Range 23 East, City of Sanibel, Lee County, Florida, which tract or parcel is described as follows:

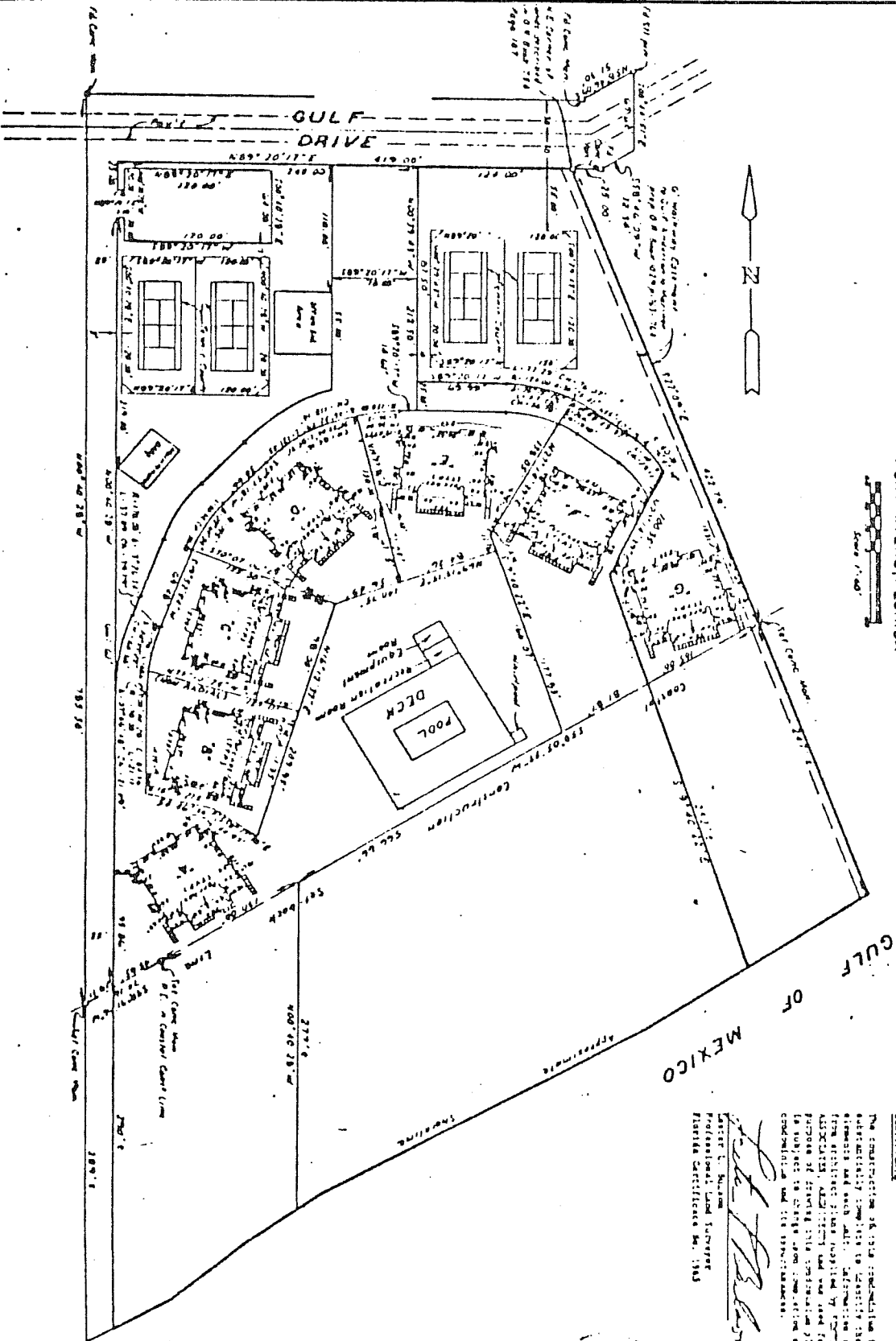
Beginning at a concrete monument marking the northeast corner of lands described in a deed recorded in Official Record book 754, page 107 of the Public Records of Lee County, Florida; thence run S 89° 20' 17" W along the north line of said lands for 124.00 feet; thence run S 00° 39' 43" E for 187.50 feet; thence run N 89° 20' 17" E for 69.99 feet; thence run along the arc of a curve to the right (having a radius of 125.00 feet, a central angle of 35° 25' 41", and a chord of S 72° 56' 52" E for 76.07 feet) for 77.29 feet; thence run S 55° 14' 02" E for 43.37 feet; thence run along the arc of a curve to the right (having a radius of 80.00 feet, a central angle of 28° 47' 14", and a chord of S 40° 50' 25" E for 39.77 feet) for 40.19 feet; thence run S 27° 14' 39" W for 100.35 feet; thence run S 19° 40' 22" E for 98.59 feet to the Department of Natural Resources Coastal Construction Setback Line; thence continue S 19° 40' 22" E for 252[±] feet to the waters of the Gulf of Mexico; thence run northeasterly along the meanders of said waters to an intersection with a line bearing S 22° 09' 00" E passing through the Point of Beginning; thence run N 22° 09' 00" W along said line for 247[±] feet to an intersection with said D.N.R. Coastal Construction Setback Line; thence continue N 22° 09' 00" W for 422.79 feet to the Point of Beginning.

Bearings hereinabove mentioned are derived from the plat of First Addition to Shell Harbor recorded in Plat Book 25, beginning at page 66 of said Public Records.

TORTUGA BEACH CLUB A CONDOMINIUM PHASE - G

SECTION 29, TOWNSHIP 46 SOUTH, RANGE 23 EAST
CITY OF SANIBEL, LEE COUNTY, FLORIDA

JANUARY, 1981
JOHNSON ENGINEERING INC.
CIVIL ENGINEERS AND LAND SURVEYORS
FORT MYERS, FLORIDA



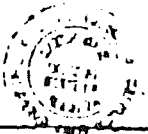
ELEVATIONS

92.91' ASOP
91.14' BOTTOM OF TUBES
11.13' 1 ST FLOOR SLAB
33.96' CEILING 6
24.87' 2 ND FLOOR SLAB
26.10' CEILING 6
11.10' 1 ST FLOOR SLAB
17.13' CEILING 6
6.10' NATURAL GROUND (G.V.D.)

CERTIFICATE

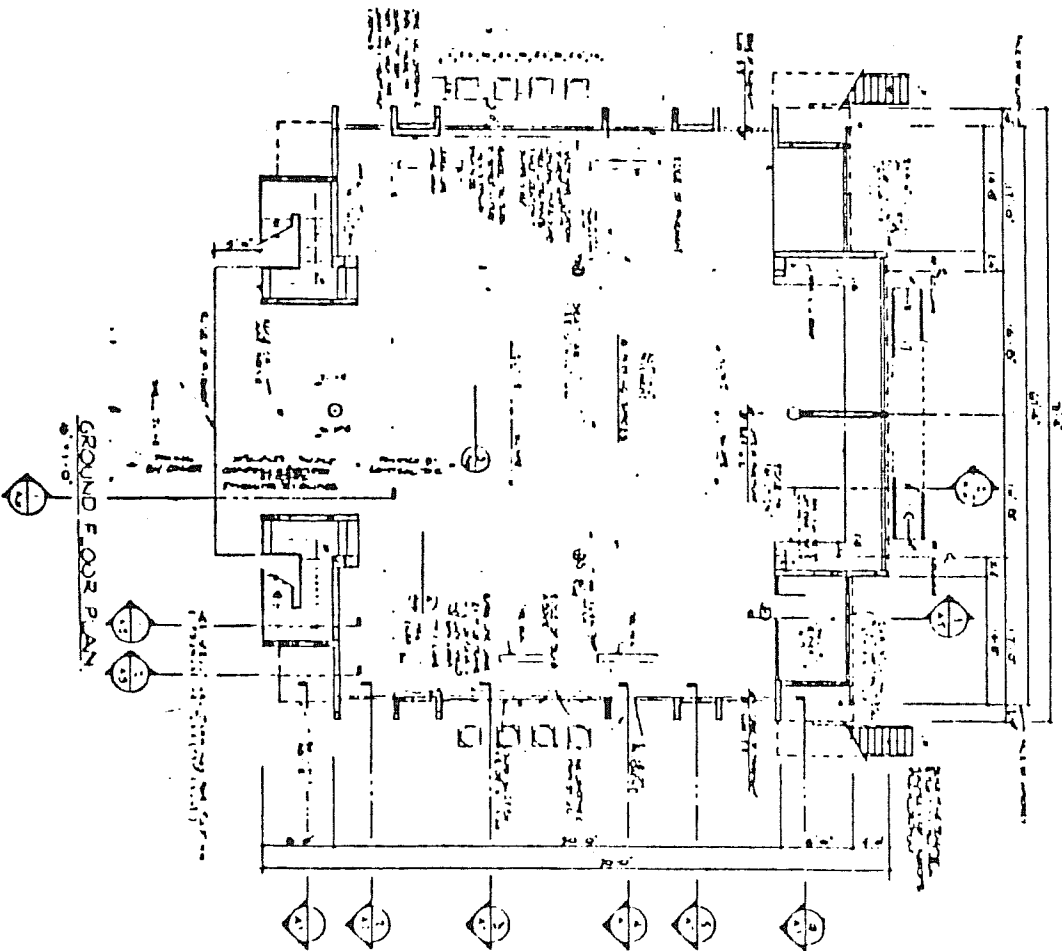
The construction of this condominium is in accordance with the plat of subdivision and each unit is identified by the name of the owner and each unit is identified by the name of the owner. The construction of this condominium is in accordance with the plat of subdivision and each unit is identified by the name of the owner. The construction of this condominium is in accordance with the plat of subdivision and each unit is identified by the name of the owner.

John H. Johnson
John H. Johnson
Professional Land Surveyor
Florida Certificate No. 1983

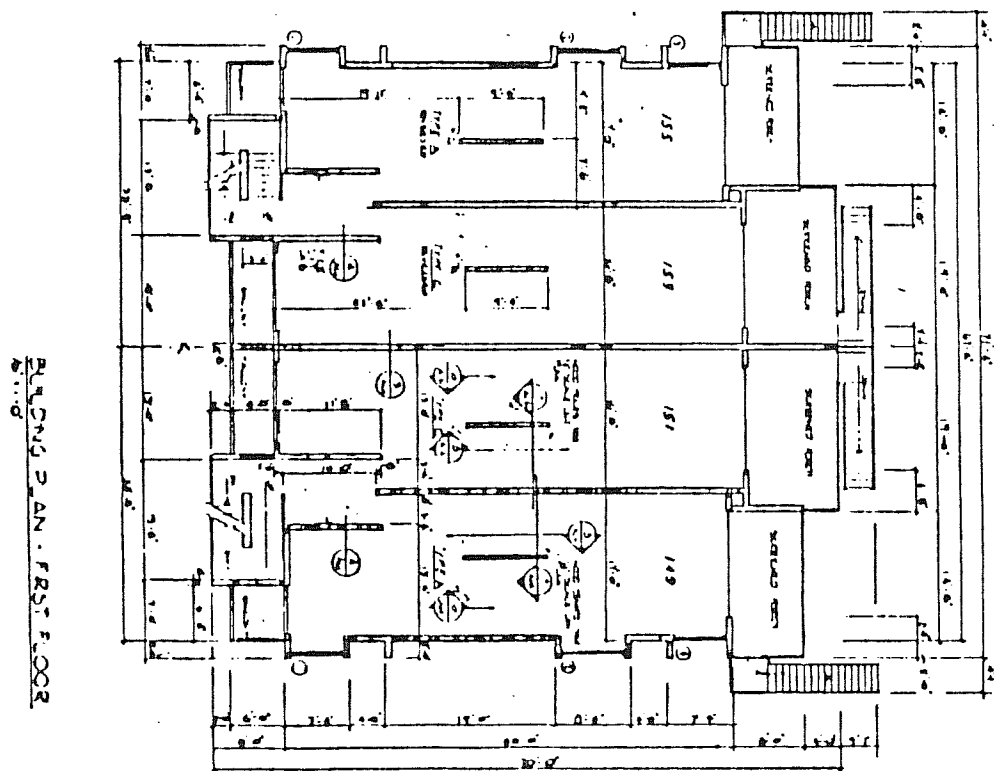
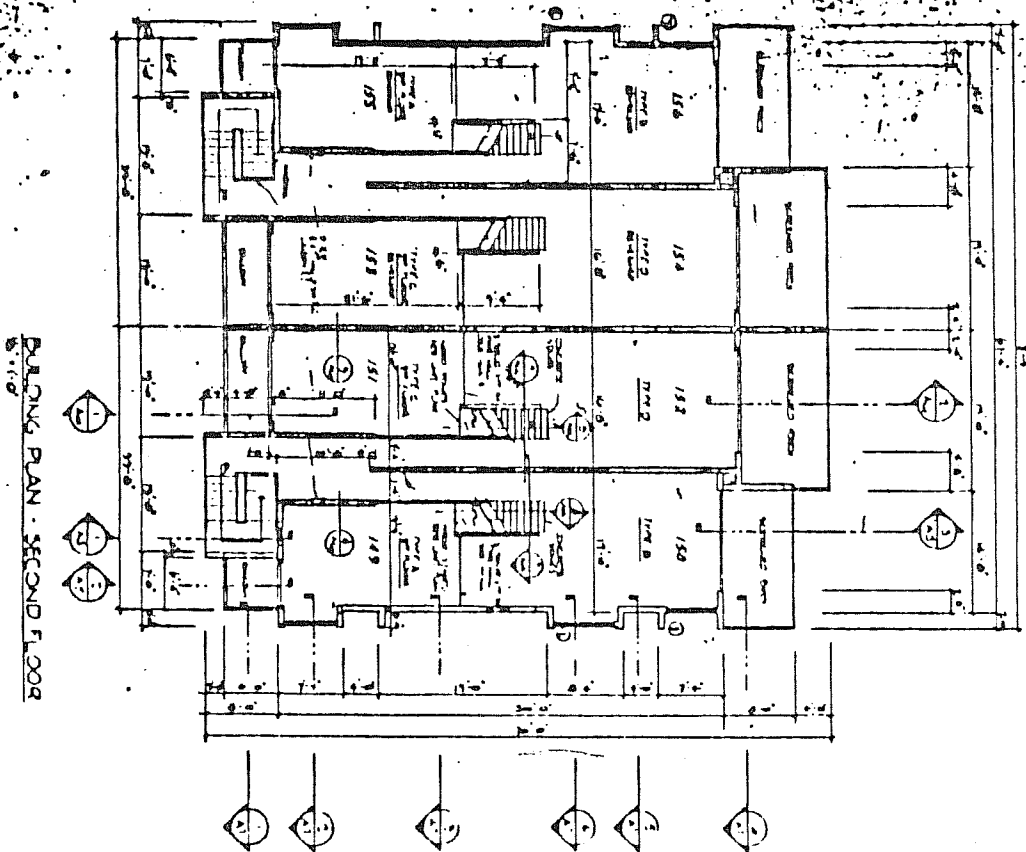


TORTUGA BEACH CLUB
 PHASE "G"
 SANIBEL ISLAND FLA SHEET 2046

THIS PLAN IS A PART OF THE ARCHITECTURAL RECORD FOR THE TORTUGA BEACH CLUB, PHASE "G", SANIBEL ISLAND, FLORIDA. IT IS A REVISION OF THE ORIGINAL PLAN AND IS SUBJECT TO THE SAME CONDITIONS AND LIMITATIONS AS THE ORIGINAL PLAN. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, NOR FOR THE CONSEQUENCES OF ANY ACTION OR INACTION TAKEN THEREON. THE ARCHITECT'S SERVICES ARE LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING SHOWN ON THIS PLAN. THE ARCHITECT DOES NOT WARRANT THE FITNESS OF THE BUILDING FOR ANY PARTICULAR PURPOSE OR THE ADEQUACY OF THE MATERIALS OR WORKMANSHIP. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL FEES RECEIVED BY HIM. THIS PLAN IS THE PROPERTY OF FENTON WHITE ASSOCIATES, ARCHITECTS, AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF FENTON WHITE ASSOCIATES, ARCHITECTS.



<p>FENTON WHITE ASSOCIATES ARCHITECTS</p>	<p>TORTUGA BEACH CLUB PHASE "G" SANIBEL ISLAND FLORIDA</p>	
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TORTUGA BEACH CLUB
 PHASE "G"
 SANIBEL ISLAND FLA SHEET 3 OF 6

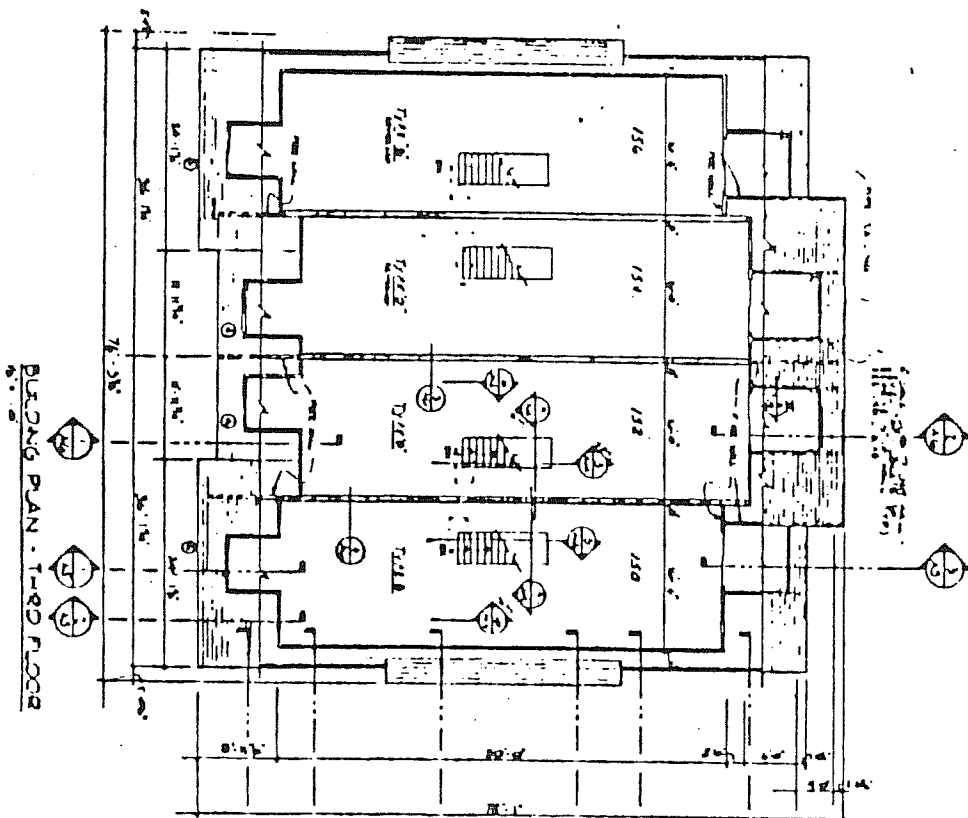
FENTON
 WHITE
 ASSOCIATES
 ARCHITECTS

TORTUGA BEACH CLUB
 PHASE "G"
 SANIBEL ISLAND FLORIDA

PHASE "G"

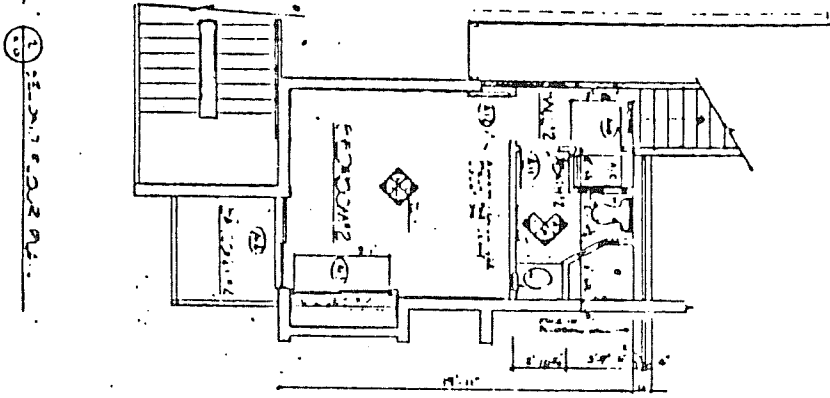
TOPTUGA BEACH CLUB
PHASE G
SANIBEL ISLAND FLA

SHEET 4 OF 6

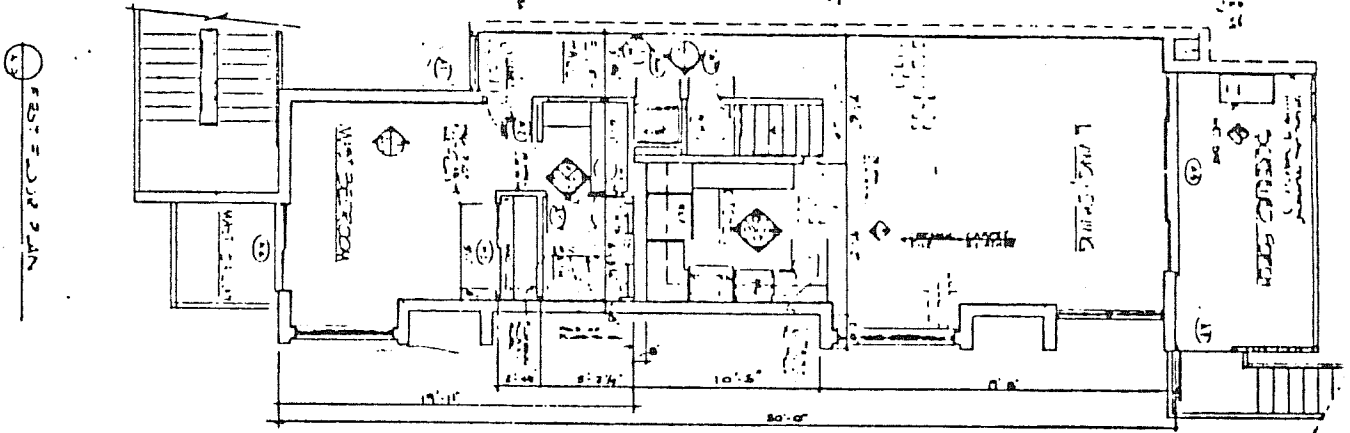


BUILDING PLAN - 1ST FLOOR

TORTUGA BEACH CLUB
PHASE "G"
SANIBEL ISLAND FLA SHEET 5008 B

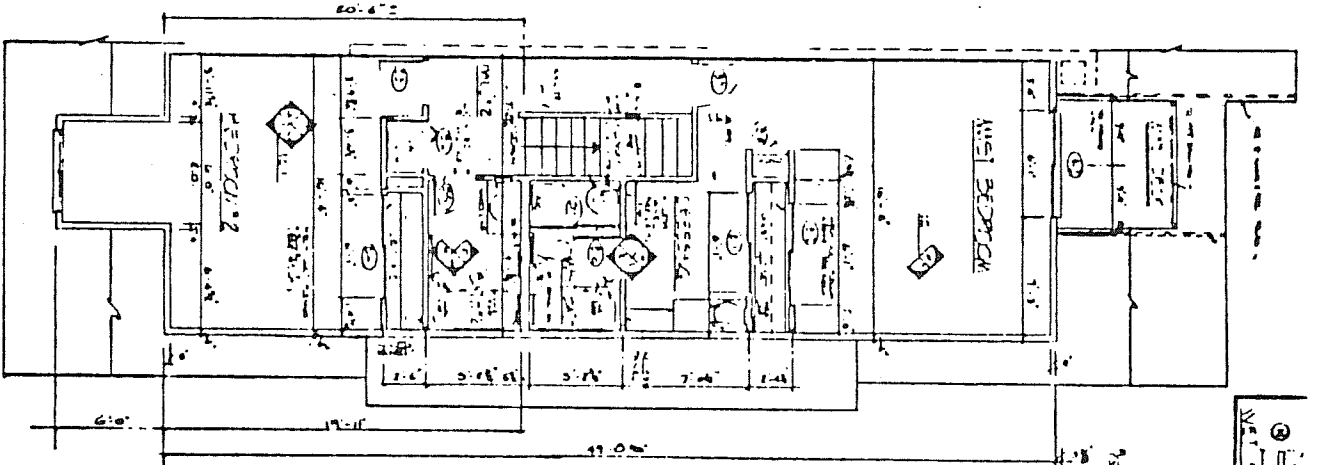


TYPE A FLOOR PLAN

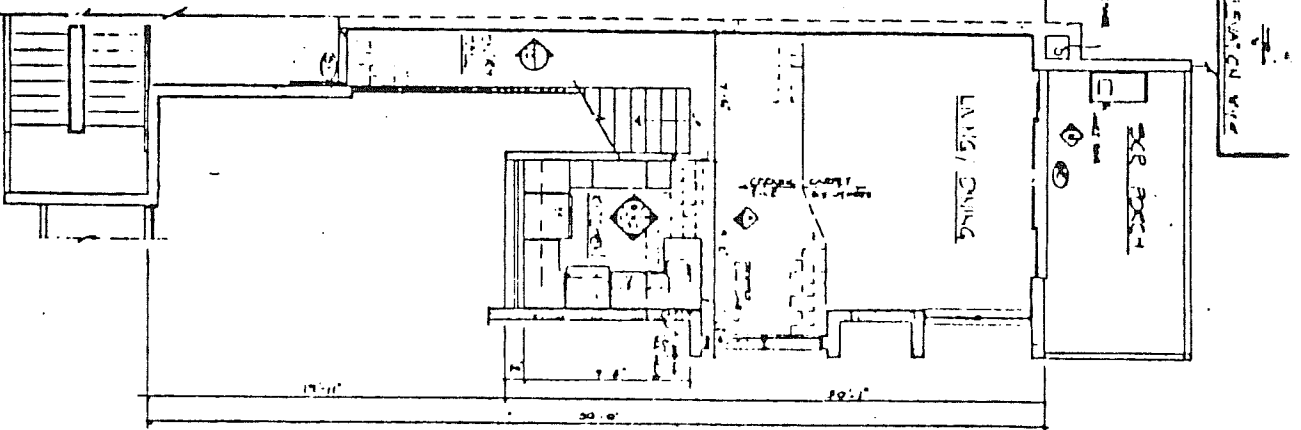


TYPE B FLOOR PLAN

TYPE C FLOOR PLAN



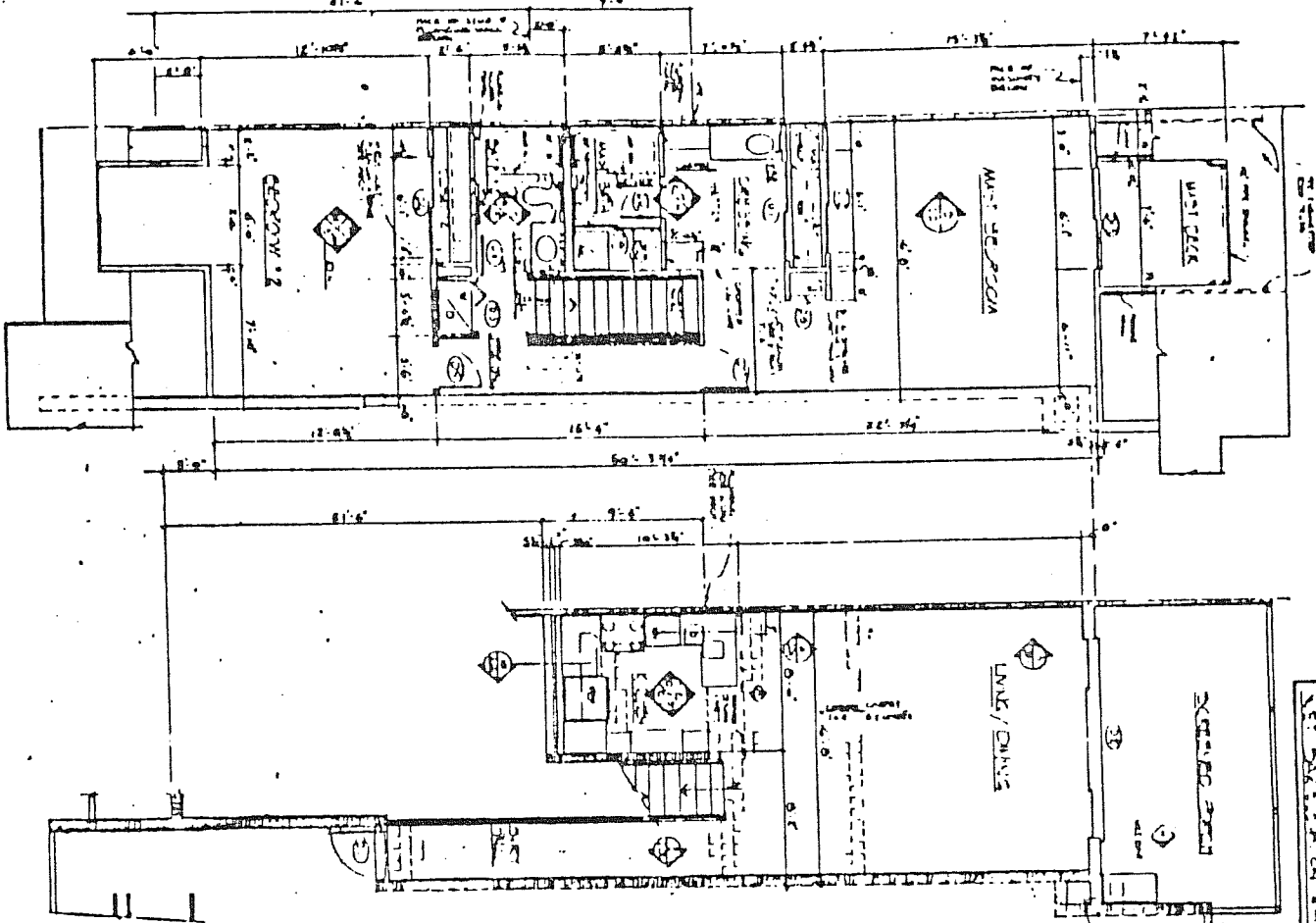
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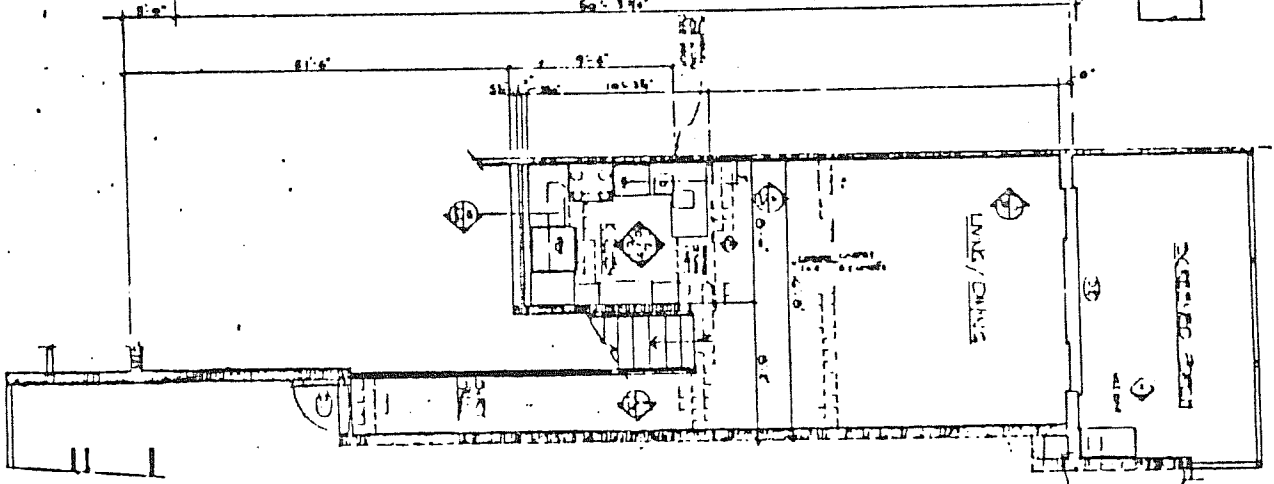
FENTON
WHITE
ASSOCIATED
ARCHITECTS

TORTUGA BEACH CLUB
PHASE "G"
SANIBEL ISLAND FLORIDA

1st FLOOR PLAN
TYPICAL FLOOR PLANS
W110

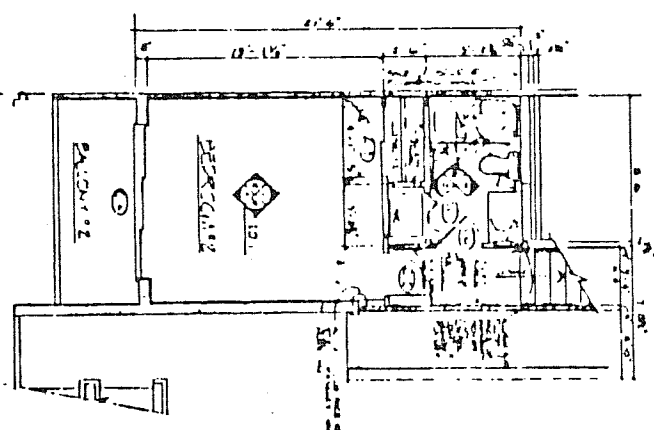


2nd FLOOR PLAN

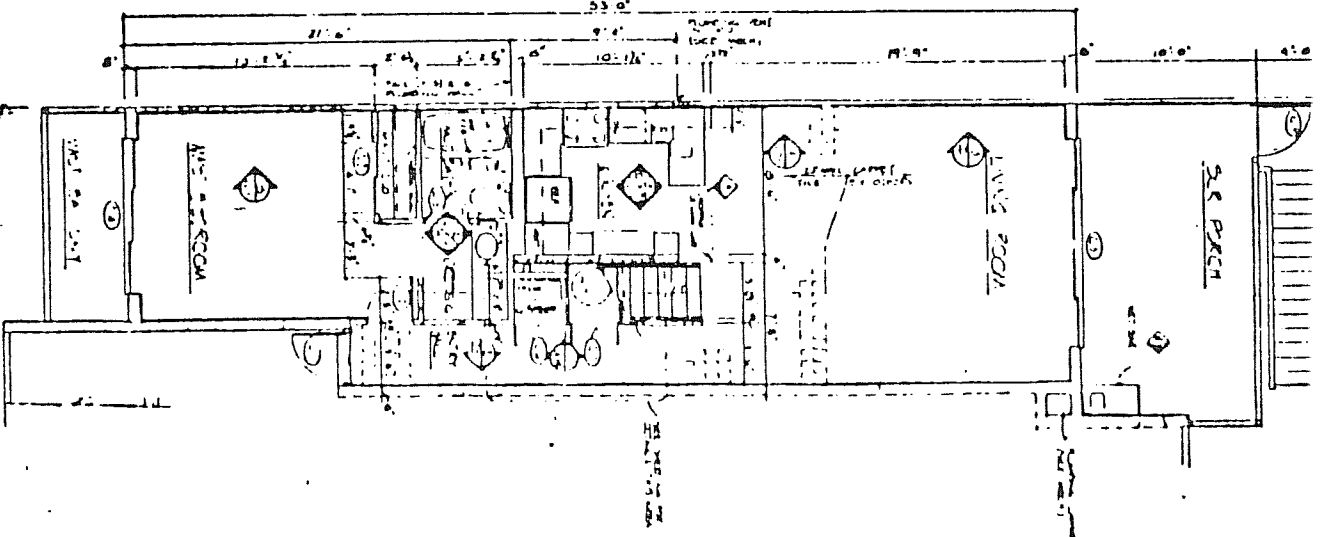


TORTUGA BEACH CLUB
PHASE "G"
SANIBEL ISLAND FLA. SHEET 606

3rd FLOOR PLAN



4th FLOOR PLAN



<p>FENTON WHITE ASSOCIATES ARCHITECTS</p>	<p>TORTUGA BEACH CLUB PHASE "G" SANIBEL ISLAND FLORIDA</p>	
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EXHIBIT NO. 18, TO DECLARATION

PERCENTAGE OF OWNERSHIP

EACH UNIT WITHIN THE CONDOMINIUM SHALL HAVE A 1/54TH INTEREST IN AND TO THE COMMON ELEMENTS AND COMMON SURPLUS, AND SHALL BE RESPONSIBLE FOR 1/54TH OF THE COMMON EXPENSES OF THE CONDOMINIUM.

DEC 11 3 17 PM '81
RECORDED
LEG. CO. REC'D
RECORDS DEPT.

CLERK OF CIRCUIT COURT