

# SUNRISE POINTE CONDOMINIUM

## TABLE OF CONTENTS

Frequently Asked Questions

Prospectus

Declaration of Condominium – Exhibit A

Amendments to Declaration of Condominium

Legal Description, Survey and Plot Plan – Exhibit A-1

Articles of Incorporation – Exhibit A-2

Bylaws – Exhibit A-3

Rules and Regulations – Exhibit A-4

Operating Budget – Exhibit B

Purchase and Sale Agreement – Exhibit C

Earnest Money Deposit Escrow Agreement – Exhibit D

Evidence of Ownership – Exhibit E

Maintenance and Service Contracts – Exhibit F

Management Agreement – Exhibit G

Receipt for Condominium Documents – Exhibit H

Government Permits – Exhibit I

Additional Approvals, Restrictions and Easements – Exhibit J

**FREQUENTLY ASKED QUESTIONS AND ANSWERS**  
**SUNRISE POINTE CONDOMINIUM ASSOCIATION, INC.**  
**As of January 1, 2009**

***Q: What are my voting rights in the condominium association?***

A: Each Unit in the condominium is entitled to one (1) vote. Each unit has a one/twenty-fourth (1/24th) voting right. See Section 7.3.3 of the Declaration of Condominium (Exhibit "A" to the Prospectus) for more information.

***Q. What restrictions exist in the condominium documents on my right to use my unit?***

A. Each Unit must be used for single-family residential purposes and no other, except such other uses as may be permitted by the Charlotte County Zoning Code. No Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred. No Unit Owner shall permit any use of his Unit which will increase the rate of insurance upon the Condominium Property, nor shall any immoral, improper, offensive, or unlawful use be permitted. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. All leases shall be in writing and shall be for a term of at least 1 week in accordance with the Declaration of Condominium. Not more than two (2) pets (which shall be limited to domesticated dog or cat) may be maintained in a Unit provided such pet is not in excess of forty (40) pounds fully grown. See Article 10 of the Declaration of Condominium and all amendments thereto (Exhibit "A" to the Prospectus) and the Rules and Regulations (Exhibit "A-4" to the Declaration) for a complete detail of the restrictions that exist regarding a Unit Owner's right to use his or her unit.

***Q. What restrictions exist in the condominium documents on the leasing of my unit?***

A. Each Unit Owner has the absolute right to lease his or her Unit. See Section 10.8 of the Declaration of Condominium (Exhibit "A" to the Prospectus). All leases shall be in writing and shall be for a term of at least 1 week.

***Q. How much are my assessments to the condominium association for my unit type and when are they due?***

A. Assessments are to be paid quarterly. The total quarterly per unit assessment will be \$2,256.75 for the first quarter (including reserves), \$1,651.42 for the second quarter (including reserves), \$1,484.42 third quarter (including reserves) and \$2,194.54 fourth quarter (including reserves). The total annual assessment per unit is \$7,587.13. See Operating Budget (Exhibit "B" to the Prospectus).

***Q. Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?***

A. No.

***Q. Am I required to pay rent or land use fees for recreational or other commonly-used facilities? If so, how much am I obligated to pay annually?***

A. Yes. The annual fee under the Sovereignty Submerged Lands Lease is currently \$600.00 or \$50.00 per month (\$25.00 per Unit per year, or \$2.08 per Unit per month) and is subject to increase pursuant to the formula set forth in Section 2 of the Sovereignty Submerged Lands Lease (attached as part of Exhibit "J" to the Prospectus).

***Q. Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000.00? If so, identify each such case.***

A. No.

**NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.**

**SUNRISE POINTE CONDOMINIUM  
2225 N. Beach Road  
and  
2245 N. Beach Road  
Englewood, FL 34223**

**THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.**

**THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, CONDOMINIUM DOCUMENTS, AND SALES MATERIALS.**

**ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.**

## SUMMARY

**THE CONDOMINIUM IS CREATED AND BEING SOLD AS A FEE SIMPLE INTEREST AND NOT AS A LEASEHOLD INTEREST.**

See Section 5 of this Prospectus and Exhibit “C” to this Prospectus (Purchase and Sale Agreement).

**THERE IS A RECREATIONAL FACILITIES LEASE ASSOCIATED WITH THIS CONDOMINIUM.**

See Section 7 of this Prospectus and Exhibit “J” to this Prospectus.

**UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT, RENT, AND FEES UNDER THE RECREATIONAL FACILITIES LEASE.**

See Section 7 of this Prospectus and Exhibit “J” to this Prospectus.

**THE UNIT OWNERS OF THE ASSOCIATION MUST PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES.**

See Section 7 of this Prospectus and Exhibit “J” to this Prospectus.

**THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.**

See Section 8 of this Prospectus and Section 10.8 of the Declaration of Condominium of Sunrise Pointe (“Declaration”).

**THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH MANASOTA KEY REALTY, INC.**

See Section 9 of this Prospectus and Exhibit “G” to this Prospectus.

**THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.**

See Section 10 of this Prospectus, Section 7.8 of the Declaration and Section 3.2 of the Bylaws of the Sunrise Pointe Condominium Association (“Association”).

**THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.**

See Section 11 of this Prospectus and Section 10.8 of the Declaration.

## TABLE OF CONTENTS

<u>HEADING</u>	<u>PAGE</u>
Title Page .....	1
Summary of Conspicuous-Type Disclosures .....	2
Table of Contents .....	3
Name and Location .....	4
Description of the Condominium .....	4
Construction Completion .....	4
Maximum Number of Units .....	4
Fee Simple Interest .....	4
No Timeshare Units .....	4
Recreational Facilities .....	4
Leasing of Units by Developer .....	6
Management of the Association .....	6
Developer Control .....	7
Restrictions on Resale .....	7
Not a Phase Condominium .....	7
Summary of Restrictions .....	8
No Land Offered by the Developer for Use .....	8
Utilities and Services .....	8
Common Expenses .....	8
Closing Expenses .....	8
Identity of the Developer .....	8
Estimated Operating Budget .....	8
Purchase and Sale Agreement .....	9
Earnest Money Deposit Escrow Agreement .....	9
Easements .....	9
Approval of Dock Facilities .....	9
Evidence of Ownership Interest in Land .....	9
Disclosures .....	9
Effective Date .....	13
 <u>EXHIBITS</u>	
Declaration of Condominium .....	A
Site Plan and Floor Plans .....	A-1
Articles of Incorporation .....	A-2
Bylaws .....	A-3
Rules and Regulations .....	A-4
Operating Budget .....	B
Purchase and Sale Agreement .....	C
Earnest Money Deposit Escrow Agreement .....	D
Evidence of Ownership .....	E
Maintenance and Service Contracts .....	F
Management Agreement .....	G
Receipt for Condominium Documents .....	H
Government Permits .....	I
Additional Approvals, Restrictions and Easements .....	J

**PROSPECTUS  
FOR  
SUNRISE POINTE CONDOMINIUM**

The following is a Prospectus in compliance with the requirements of Section 718.504, Florida Statutes. This document does not purport to describe all the features of Sunrise Pointe Condominium but is provided in compliance with the requirements of the statute and states certain features and assets of the condominium which will accrue to the benefit of a unit purchaser.

1. **NAME AND LOCATION.** The name of the Condominium is SUNRISE POINTE CONDOMINIUM and it is located at 2225 N. Beach Road ("Building 1") and 2245 N. Beach Road ("Building 2"), Englewood, Charlotte County, Florida 34223.

2. **DESCRIPTION OF THE CONDOMINIUM.** The Condominium consists of a total of twenty-four (24) residential Units consisting of two (2) buildings with twelve (12) Units in each Building. Each floor of each building consists of four (4) residential Units as follows:

Unit A	2 bedrooms with a den or 3 bedrooms without a den, 2.5 bathrooms
Unit B	2 bedrooms, 2 bathrooms
Unit C	2 bedrooms, 2 bathrooms
Unit D	3 bedrooms, 2.5 bathrooms

Copies of the site plan and floor plans of the Condominium are attached as Exhibit "A-1" to the Declaration which is attached hereto as Exhibit "A" to this Prospectus.

3. **CONSTRUCTION COMPLETION.** The Certificate of Occupancy for Building 1 was issued on September 27, 2006. The Certificate of Occupancy for Building 2 was issued on September 26, 2006.

4. **MAXIMUM NUMBER OF UNITS.** The maximum number of Units that will use facilities in common with the Condominium is twenty-four (24).

5. **FEE SIMPLE INTEREST. THE CONDOMINIUM IS CREATED AND BEING SOLD AS A FEE SIMPLE INTEREST AND NOT AS A LEASEHOLD INTEREST.** See Exhibit "C" to this Prospectus (Purchase and Sale Agreement).

6. **NO TIMESHARE UNITS.** There are no timeshare estates created or being sold as Units in the Condominium.

7. **RECREATIONAL FACILITIES.** The following is a description of the recreational and other commonly used facilities that will be used exclusively by the Condominium:

a) The Swimming Pool. The Swimming Pool measures approximately five hundred forty (540) square feet, and has a maximum capacity of 20 people. The depth of the Swimming Pool ranges from approximately three (3) feet to five (5) feet. The Swimming Pool is heated. A deck with approximately thirteen hundred ninety four (1394) square feet surrounds the Swimming Pool, and has a maximum capacity of forty-eight (48) people. The deck is enclosed with a fence of a height and material sufficient to satisfy any applicable building code requirements.

b) The Spa. The spa is located adjacent to the Swimming Pool. The Spa is heated, measures approximately one hundred (100) square feet, and has a maximum capacity of 12 people. It is intended for social gatherings and other general uses by the Unit Owners.

c) Workout Facility. A Workout Facility is located on the ground floor of Building 2. The Workout Facility measures approximately 290 square feet and has a maximum capacity of five (5) people. The Workout Facility is equipped with work-out equipment and is intended for exercising and other general uses by the Unit Owners.

d) Screened Common Area. A Screened Common Area is located on the ground floor of Building 1. The Screened Common Area measures approximately 290 square feet and has a maximum capacity of nineteen (19) people. It is intended for social gatherings and other general uses by the Unit Owners.

The Developer has contributed Twenty Thousand Dollars (\$20,000.00) to purchase personal property for the commonly used facilities.

All of the facilities are complete and available for Unit Owners to use. No facilities are located on the Condominium Property that are not owned by the Unit Owners or by the Association. No additional facilities are planned by the Developer at this time. No recreational or other commonly used facilities will be used in common with other condominiums, community associations, or planned developments.

**THERE IS A RECREATIONAL FACILITIES LEASE ASSOCIATED WITH THIS CONDOMINIUM.**

See Exhibit "J" to this Prospectus.

**UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT, RENT, AND FEES UNDER THE RECREATIONAL FACILITIES LEASE.**

See Exhibit "J" to this Prospectus.

**THE UNIT OWNERS OF THE ASSOCIATION MUST PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES.**

See Exhibit "J" to this Prospectus.

The Dock Facilities. The Dock Facilities are located in Lemon Bay, on lands leased from the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida under a Sovereignty Submerged Lands Lease (“Lease”), and measure approximately thirty-six (36) feet by three (3) feet and approximately eighty-seven (87) feet by three (3) feet, and will contain seven (7) boat slips, each approximately ten (10) feet wide and sixteen (16) feet long. Two (2) of the boat slips are licensed for use in common by all of the Unit Owners; five (5) of the boat slips shall be licensed to individual Unit Owners for their exclusive use. The Dock Facilities are intended for passive recreational purposes.

All or a portion of the dock/wet slip/marina (or other water dependent structure) is situated on sovereignty submerged lands which have been leased from the state of Florida. The Lease term is five (5) years starting on December 28, 2004. The Lease may be renewed subject to compliance with lease provisions and applicable law. The annual fee to the Association under the Lease is currently \$600.00 or \$50.00 per month (\$25.00 per Unit per year, or \$2.08 per Unit per month) and is subject to increase pursuant to the formula set forth in Section 2 of the Lease. Neither the sovereignty submerged land, nor the leasehold interest therein, nor the facilities that exist on the leasehold are being submitted to condominium ownership.

**8. LEASING OF UNITS BY DEVELOPER.**  
**THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.**  
See Section 10.8 of the Declaration.

The Developer intends to sell all of the Units and does not presently propose a program of leasing Units. However, the Developer reserves the right to lease individual Units at its discretion in the event leasing becomes an appropriate alternative to the sale of individual Units; in that event, a plan will be developed and disclosed which will include the number and identification of the Units and term of the proposed leases.

**9. MANAGEMENT OF THE ASSOCIATION.**  
**THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH MANASOTA KEY REALTY, INC.**  
See Exhibit “G” to this Prospectus.

The Association has hired Manasota Key Realty, Inc. (“Manager”) to manage the affairs of Sunrise Pointe Condominium. Manager is authorized to manage Sunrise Pointe Condominium in accordance with that certain Property Management Agreement dated August 5, 2008. The management contract provides, among other things, that the Manager will be responsible for hiring employees to maintain and operate the condominium, contracting with third parties for services such as garbage and trash removal and vermin extermination, collection of assessments from Association members and preparation of an annual operating budget. As its compensation from the Association for performance of its services, Manager shall receive \$700 monthly, or \$8,400 annually (plus reimbursement for management related expenses and emergency off-hour calls which are billed at \$25 per hour). The provisions of the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations provide the authority for the Board of



Directors of the Association to make necessary arrangements for management of the Association and maintenance and operation of the Condominium Property.

10. **DEVELOPER CONTROL. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.** See Section 7.8 of the Declaration and Section 3.2 of the Bylaws of the Association.

When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales of fifty percent (50%) of the Units by the Developer have been closed that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer of ninety percent (90%) of the Units that will be operated ultimately by the Association; or when all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business; or when some of the Units have been sold and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or seven (7) years after recordation of this Declaration, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units operated by the Association.

11. **RESTRICTIONS ON RESALE AND LEASING.**  
**THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.**  
See Section 10.8 of the Declaration.

Each Unit Owner shall have the right to lease his or her Unit. All leases shall be in writing and shall be for a term of at least one (1) week, and the Developer or Association shall have the right to terminate any lease upon default by the lessee by not observing any of the provisions of this Declaration and the Rules and Regulations.

A copy of every lease must be provided to the Association prior to the commencement of the lease. Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits hereto) and with any and all Rules and Regulations adopted by the Association from time to time (before or after the execution of the lease).

The lease of a Unit for a term of six (6) months or less is subject to a tourist development tax assessed pursuant to Section 125.0104, Florida Statutes. A Unit Owner leasing his or her Unit for a term of six (6) months or less agrees, and shall be deemed to have agreed, for such Owner, and

his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, arising out of the failure of such Unit Owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida with respect to rental payments or other charges under the lease, and such Unit Owner shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease.

12. **NOT A PHASE CONDOMINIUM.** This is not a phase condominium.

13. **SUMMARY OF RESTRICTIONS.** The provisions regarding use restrictions of the Condominium Property are described in Paragraph 10 of the Declaration and the amendments thereto, and additional restrictions are set forth in the Rules and Regulations of Sunrise Pointe Condominium Association, Inc. attached as Exhibit "A-4" to the Declaration. The use restrictions include limitation of the use of the Units for residential purposes only, restrictions on alterations and additions to the exterior of the Units, restrictions on use of the common areas and the dock facilities, and other restrictions prohibiting nuisances, illegal activity, and unsanitary practices. There is no restriction upon children residing in a Unit. Not more than two (2) pets (which shall be limited to domesticated dog or cat) may be maintained in a Unit provided such pet is not in excess of forty (40) pounds fully grown. See the Declaration and all amendments thereto and Rules and Regulations for additional pet rules.

14. **NO LAND OFFERED BY THE DEVELOPER FOR USE.** No land is offered by the Developer for use of the Unit Owners which will not be owned or leased by the Unit Owners or the Association.

15. **UTILITIES AND SERVICES.** The following are the suppliers of utility services to the condominium:

- a) Water and Sewer: Englewood Water District
- b) Electricity: Florida Power and Light Company
- c) Telephone: Verizon
- d) Garbage Collection: Waste Management, Inc.
- e) Storm Drainage: On site

It shall be the Unit Owner's obligation to establish a service account with the utility provider for services such as electricity and telephone, and thereafter the utility provider will send a separate bill directly for such service. Water and sewer service for the Units shall be provided to the condominium and billed to the Association and paid by the Unit Owners.

16. **COMMON EXPENSES.** Common Expenses and ownership of the common elements will be apportioned equally among the Unit Owners with each having a 1/24th share of the common expenses and a 1/24th undivided ownership interest of the common elements.

17. **CLOSING EXPENSES.** Pursuant to the provisions of the Purchase and Sale Agreement, the buyers of each Unit shall pay documentary stamps on and the recording of the Warranty Deed in addition to all expenses incurred in regard to financing obtained by each buyer for the acquisition of the Unit. A standard owner's title insurance policy will be available to the buyer at the buyer's expense.

18. **IDENTITY OF THE DEVELOPER.** The Developer of Sunrise Pointe Condominium is Lemon Bay Horizons, L.L.C., a Florida limited liability company. Although Lemon Bay Horizons, L.L.C. is a newly formed entity with no experience in the field of condominium development. Michael Kelly is the Chairman and Chief Executive Officer of the Developer and is the officer responsible for directing the creation and sale of the Condominium. Although Mr. Kelly has no direct experience in the field of condominium development, he and his affiliates have been involved in the construction and development of numerous commercial and residential real estate projects, and have owned and managed over 2.5 million square feet of real estate at over 60 properties, throughout the United States.

19. **2008 OPERATING BUDGET.** The 2008 Operating Budget is attached to this Prospectus as Exhibit "B".

20. **PURCHASE AND SALE AGREEMENT.** The form of agreement for purchase and sale of the Units, is attached to this Prospectus as Exhibit "C".

21. **EARNEST MONEY DEPOSIT ESCROW AGREEMENT.** The form of agreement for escrow of earnest money deposits, the Earnest Money Deposit Escrow Agreement, is attached to this Prospectus as Exhibit "D".

22. **EASEMENTS.** There are no existing or intended easements located on the condominium property except that certain: (i) Easement Agreement recorded in the Official Records Book 1218, page 36, of the Public Records of Charlotte County, Florida; (ii) Easement in favor of Florida Power and Light Company recorded in the Official Records Book 2927, page 2088; (iii) Proprietary Deed of Conservation Easement in favor of the State of Florida, Board of Trustees of the Internal Improvement Trust Fund as recorded in Official Records Book 2935, page 44; and (iv) Easement in favor of Florida Power and Light Company as recorded in Official Records Book 2986, page 1550. A copy of these easements are attached to this Prospectus as part of Exhibit "J".

23. **APPROVAL OF DOCK FACILITIES.** Developer has received approval from the local, state, and federal authorities, for dock facilities to serve the condominium. The dock facilities have been constructed on sovereignty submerged lands leased from the State of Florida. Developer intends to license the dock facilities to certain of the Unit Owners, and/or Sunrise Pointe Condominium Association, Inc., on terms and conditions to be determined in the sole and absolute discretion of the Developer. A copy of the approval is attached to this Prospectus as part of Exhibit "J".

24. **EVIDENCE OF OWNERSHIP INTEREST IN LAND.** The deeds evidencing Developer's fee simple title to the land upon which SUNRISE POINTE Condominium is built were recorded as follow:

Parcel ID 0076481-0-8. Warranty Deed vesting fee simple title in Developer of Lot 8, R. Clarence Brown Subdivision, Plat Book 2, Page 53, Charlotte County, Florida, is recorded in Book 02208, Page 1486, Charlotte County, Florida.

Parcel ID 0076482-0-7 and Parcel ID 0076483-0-6. Warranty Deed vesting fee simple title in Developer of Lot 9, 10, R. Clarence Brown Subdivision, Plat Book 2, Page 53, Charlotte County, Florida, is recorded in Book 02186, Page 2019, Charlotte County, Florida.

A copy of the deeds are attached to this Prospectus as Exhibit "E".

25. **DISCLOSURES.** Under the laws of the State of Florida, each prospective buyer is hereby advised as follows:

a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. The foregoing notice is provided in order to comply with state law and is for informational purposes only. Developer does not conduct radon testing with respect to the Condominium and specifically disclaims any and all representations or warranties as to the absence of radon gas or radon producing conditions in connection with the Condominium.

b) **NOTICE REGARDING DEFECTIVE CONSTRUCTION LAWSUITS:** Chapter 558, Florida Statutes contains important requirements you must follow before you may bring any legal action for an alleged construction defect in your home. Sixty (60) days before you bring any legal action, you must deliver to the other party to this contract, a written notice referring to Chapter 558 of any construction conditions you allege are defective and provide such person the opportunity to inspect the alleged construction defects and to consider making an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer which may be made. There are strict deadlines and procedures under this Florida law which must be met and followed to protect your interests.

c) **Property Tax Disclosure Summary.** In accordance with Section 689.261, Florida Statutes, buyer should not rely on the Developer's current property taxes as the amount of property taxes that the buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information.

d) Mold/Mildew. Given the climate and humid conditions in Florida, molds, mildew, spores, fungi and other toxins may exist and/or develop within the Unit, Building and/or the Condominium Property. Each Unit Owner is hereby advised that certain molds, mildew, spores, fungi and/or other toxins may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Unit Owner shall be deemed to have assumed the risks associated with molds, mildew, spores, fungi and/or other toxins and to have released and indemnified the Seller and Seller's Affiliates from and against any and all liability or claims resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by each Unit Owner, its family members, pets and/or its or their guests, tenants, invitees or any other person). Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of molds, mildew, spores, fungi or other toxins. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to the Unit, shall be deemed to have agreed that Seller is not responsible for, and the Seller hereby disclaims any responsibility for, any illness or allergic reactions, personal injury or death which may be experienced by each Unit Owner, its family members, pets and/or its or their guests, tenants and invitees, as a result of molds, mildew, spores, fungi or other toxins. It is solely the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination. The thermostats in each Unit are an integral part of the Life Safety Systems and are intended to assist in monitoring the accumulation of moisture in the Units to prevent same from reaching levels which may accelerate the development of molds, mildew, spores, fungi or other natural growths which, if allowed to accumulate, may become toxic or otherwise create health risks. Each Unit Owner understands and agrees that the thermostats may have recording and/or monitoring features which can report back to the Association the temperature settings and readings in the Units. The thermostats shall be operated and kept operable at all times and there shall be no alteration of or to the thermostats without the prior written approval of the Association. Unit Owner's failure to operate at all times any thermostats installed in the Unit will contribute to the development of molds, mildew, spores, fungi or other natural growths. It is solely the Unit Owner's responsibility to keep any thermostats installed in the Unit operable at all times.

e) Nearby Improvements. Each Unit Owner understands and agrees that for some time in the future, it, and its guests, tenants and invitees may be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and as a result, each Unit Owner and its guests, tenants and invitees may be impeded in using portions of the Condominium Property by that activity. Because the Condominium is located in an urban area, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Unit or of any part of the Condominium (the "Views") may block, obstruct, shadow or otherwise affect Views, which may currently be visible from the Unit or from the Condominium. Therefore, each Unit Owner, for itself, its successors and assigns, agrees to release Developer, its partners and its and their officers, members, directors and employees and every affiliate and person related or affiliated in any way with any of them ("Developer's Affiliates") from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or

kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against the Developer or Developer's Affiliates related to Views or the disruption, noise, commotion, and other unpleasant effects of nearby development or construction. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter, except as is expressly set forth herein.

f) Square Footage. Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of a Unit may vary by a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. Accordingly, during the pre-closing inspection, each buyer should, among other things, review the size and dimensions of the Unit. By acceptance of a deed, or otherwise acquiring title to a Unit, each Unit Owner shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed to a Unit Owner at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Developer does not make any representation or warranty as to the actual size, dimensions or square footage of any Unit, and each Unit Owner shall be deemed to have fully waived and expressly released any such warranty and claims for loss or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit. Notwithstanding the foregoing, nothing herein shall excuse the Developer from any liability under, or compliance with, the provisions of Section 718.506, Florida Statutes.

g) Economic Considerations. Neither the Developer nor any sales person or other agent or employee of the Developer makes any representations or gives assurances concerning any rental or other income from the Condominium nor any tax consequences of ownership or resale of the Unit or whether, or to what extent, economic benefit might be derived by the Unit Owner due to ownership or resale of the Unit. To the extent that Unit Owner has an expectation of deriving economic or tax benefits from the ownership of the Unit, this expectation has been induced solely by Unit Owner's individual research, the general economic conditions and other factors which have been identified independent of any statements or involvement of Developer or its agents.

26. **EFFECTIVE DATE**. October 13, 2008

# 2579848\_v13

1 801 81 23 00 (1) 10 10 11 00 11 00 11 01 1:00

This instrument prepared by and return to:  
Christopher C. Brockman, Esquire  
HOLLAND & KNIGHT LLP  
Post Office Box 1526  
Orlando, Florida 32802-1526

CR 800K 02718  
PGS 1575-1643 (69 Pg(s))  
FILE NUMBER 1396338  
RECORDING FEES \$99.00

**DECLARATION OF CONDOMINIUM**  
**OF**  
**SUNRISE POINTE**

**DECLARATION OF CONDOMINIUM  
OF  
SUNRISE POINTE**

THIS DECLARATION is made this \_\_\_\_ day of \_\_\_\_\_, 2005, by LEMON BAY HORIZONS, L.L.C., a Florida limited liability company, hereinafter called the "Developer", for itself, its grantees, successors, and assigns.

1. Purpose. The purpose of this Declaration is to submit the lands herein described and the improvements now or hereafter constructed thereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereinafter called the "Condominium Act".

1.1. Statement of Facts. SUNRISE POINTE Condominiums will consist of a total of twenty-four (24) residential Units consisting of two (2) Buildings with twelve (12) Units in each Building.

1.2. Name. The name by which this condominium is to be identified is SUNRISE POINTE. The name of the condominium association shall be SUNRISE POINTE CONDOMINIUM ASSOCIATION, INC., the address of the Association is c/o Kelly Capital, LLC, 550 West C Street, Suite 1000, San Diego, CA 92101.

1.3. The Land. The lands owned in fee simple by the Developer which are hereby submitted to the condominium form of ownership are the following described lands lying in Charlotte County, Florida:

Lots 8, 9, and 10, R. Clarence Brown's Subdivision, according to the plat thereof as recorded in Book 2, Page 53, of the Public Records of Charlotte County, Florida.

1.4. Timeshare Estates. Timeshare estates will not be created with respect to Units in the Condominium.

2. Definitions. The terms used herein and in the Bylaws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

2.1. Assessment means a share of the funds required for the payment of Common Expenses, which from time to time are assessed against the Unit Owner.

2.2. Association means SUNRISE POINTE CONDOMINIUM ASSOCIATION, INC. and its successors and assigns.

2.3. Building means a separate building containing Condominium Units, Common Elements, and Limited Common Elements.



2.4. Bylaws means the Association Bylaws for the government of the Condominium as they exist from time to time.

2.5. Common Elements means the portions of the Condominium Property not included in the Unit and shall include:

2.5.1. The tangible personal property required for the maintenance and operation of the Condominium.

2.5.2. The personal property and installations required for furnishing utility and other services to more than one Unit or to a Unit other than the Unit containing the installation concerned, such as electric, gas, water, heating, air conditioning, garbage, sewer, telephone, and cable TV.

2.5.3. Easements, including but not limited to, easements for support and access.

2.5.4. The land and the parts of the Buildings not included in the Units.

2.5.5. All portions of the storm-water management system for the Condominium.

2.5.6. The swimming pool and related improvements.

2.5.7. All uncovered parking spaces located outside of the Buildings.

2.5.8. All other portions or elements of the Condominium Property which are traditionally of common use or necessary to the existence, upkeep and safety of the Condominium.

2.5.9. The gatehouse and gate facilities and related improvements.

2.6. Common Expenses means the expenses for which the several Unit Owners are liable to the Association and include:

2.6.1. Expenses of administration; expenses of maintenance, operation, repair, or replacement of the Common Elements, and of the portion of Units to be maintained by the Association.

2.6.2. Expenses declared Common Expenses by provisions of this Declaration, the Bylaws, or by proper resolution of the Association.

2.6.3. Any valid charge against the Condominium as a whole.

2.7. 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 the amount of Common Expenses.

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

2.9. Condominium Documents shall be this Declaration together with the following exhibits which are made a part hereof:

2.9.1. The Condominium Plat as recorded in the Public Records of Charlotte County, Florida, and the Legal Description of the Condominium Property as follows:

Lots 8, 9, and 10, R. Clarence Brown Subdivision, Plat Book 2, Page 53, Charlotte County, Florida, is recorded in Book 02208, Page 1486, Charlotte County, Florida.

2.9.2. Exhibit "A-1" - Site Plan and Floor Plans

2.9.3. Exhibit "A-2" - Articles of Incorporation of SUNRISE POINTE CONDOMINIUM ASSOCIATION, INC.

2.9.4. Exhibit "A-3" - Bylaws of SUNRISE POINTE CONDOMINIUM ASSOCIATION, INC.

2.9.5. Exhibit "A-4" - Rules and Regulations of SUNRISE POINTE CONDOMINIUM ASSOCIATION, INC.

2.10. Condominium Parcel means a Unit, any associated Limited Common Elements, and an undivided share in the Common Elements which is appurtenant to the Unit.

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

2.12. Condominium Unit or Unit means a part of the Condominium Property which is subject to private ownership and is synonymous with "Unit".

2.13. Limited Common Elements means and includes those Common Elements which are reserved for the use of a particular Unit or Units to the exclusion of other Units.

2.14. Managing Entity means the entity, if any, employed by the Association to manage and operate SUNRISE POINTE.

2.15. Mortgage means any recorded mortgage, deed of trust, or other instrument transferring any interest in a Condominium Unit as security for the performance of an obligation.

"First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the Condominium Unit.

2.16. Mortgagee means the holder of a Mortgage and the obligation secured thereby.

2.17. Record Owner means the fee simple owner as reflected by the public records of Charlotte County, Florida, or records of the Association.

2.18. Rules and Regulations means the rules and regulations established by the Association.

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

2.20. Surface Water Management System Facilities means and includes, but are not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas.

2.21. Unit Owner or Owner of Unit means the fee simple owner of a Condominium Parcel or Unit.

2.22. Utility Services as used in the Condominium Act and construed with reference to this Condominium, and as used in this Declaration and Bylaws, shall include, but not be limited to, electric, gas, telephone, water, garbage, trash, sewage disposal, and cable TV.

3. Development Plan. The Condominium is described and established as follows:

3.1. The Site Plan. The surveyed site plan of the land showing the Condominium Buildings and improvements being submitted by this Declaration is attached as Exhibit "A-1".

3.2. Easements. Each of the following easements is hereby reserved and created as a covenant running with the land of the Condominium and notwithstanding any of the other provisions of this Declaration of Condominium, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose.

3.2.1. Utilities. Blanket, non-exclusive easements are hereby reserved throughout the Condominium Property, including, but not limited to, the Common Elements, Limited Common Elements, and the Units as may be required for utility services in order to adequately serve the Condominium Property and the Units.

3.2.2. Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, lanes and walks as shown on the Survey and Plot Plan, and as the same may from time to time exist, upon the Common Elements; and for the vehicular traffic over, through and across such portions of the Common Elements as may be from time to time designated and intended for such purposes for the benefit of the Developer, the Association, the Unit Owners, and their successors, assigns, tenants, guests, invitees, and agents.

3.2.3. Perpetual Non-Exclusive Easement in Common Elements. The Common Elements shall be, and the same is hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the Units Owners in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said Unit Owners.

3.2.4. Right of Entry for Maintenance of Common Property. Whenever it is necessary to enter any Unit for the purpose of performing any maintenance, repair or replacement to any portion of the Common Elements, each Unit Owner shall permit the duly constituted and authorized agent of the Association, to enter such Unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

3.2.5. Easement for Unintentional and Non-Negligent Encroachment. In the event that any Unit shall encroach upon any of the Common Elements for any reason not caused by the purposeful or negligent act of the Unit Owner or agents of such Unit Owner, then an easement appurtenant to such Unit shall exist for the continuance of such encroachment into the Common Elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the Common Elements shall encroach upon any Unit, then an easement shall exist for the continuance of such encroachment of the Common Elements into any Unit for so long as such encroachment shall naturally exist.

3.2.6. Easement for Drainage Facilities. Blanket, non-exclusive easements over and across the Common Elements for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities; provided, however, that the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on the Condominium Property.

3.2.7. Landscaping and Signage. Blanket, non-exclusive easements, if any, over and upon the Condominium Property designated as Common Elements as shown on the site plan constituting Exhibit "A-1" to the Declaration of Condominium for the purpose of, and as may be required to install, construct, operate, maintain, repair, or replace landscaping (including, but not limited to, trees, shrubbery, bushes, annuals, perennials, and the like), and any signage designating the Condominium.

3.2.8. Easement for Developer Rights. For as long as there are any unsold Units, the Developer shall have the right to use any such Units and parts of the Common Elements for models, sales, management, and construction offices, to show model Units and the

Common Elements to prospective purchasers and to erect on the Condominium Property signs and other promotional material to advertise Units for sale.

3.3. Improvements. The Condominium, when constructed in its entirety, shall include two (2) Buildings. Each Building shall contain twelve (12) Units, all as depicted in the site plan attached hereto as Exhibit "A-1". The estimated completion date of the improvements is on or about June 30, 2006.

3.4. Units. The following general provisions shall apply to each Unit:

3.4.1. Boundaries. Each Unit shall include that part of the Building containing the Unit which lies within the boundaries of the Unit, which boundaries are as follows:

3.4.1.1. Upper and Lower Boundaries. The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

3.4.1.1.1. Upper Boundary. The horizontal plane of the undecorated finished ceiling, including the undecorated finished ceiling or overhead of any porch or lanai.

3.4.1.1.2. Lower Boundary. The plane of the undecorated finished floor, including the plane of the undecorated finished floor of any porch or lanai.

3.4.1.2. Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

3.4.1.2.1. Unit Interiors. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

3.4.1.2.2. Lanai Boundaries. If a lanai is present within a Unit, the perimetrical boundaries of the lanai shall be the vertical planes of the undecorated finished walls bounding the lanai extended to intersections with each other and the upper and lower boundaries and the unpainted finished surface of the permitted balustrades or railing abutting or enclosing the lanai. In order to maintain uniformity and the aesthetic character of the Units and the Condominium, the exterior surface of a lanai cannot be altered or modified without the express written consent of the Association. The term "lanai" also shall include any balcony, porch, patio, terrace, or similar improvement associated with a Unit.

3.5. Limited Common Elements. Each Unit has Limited Common Elements appurtenant thereto for the exclusive use of a Unit and designated on Exhibit "A-1". The Limited Common Elements reserved for the exclusive use of a Unit are as follows:

3.5.1. Air Conditioning/Heating. Each Unit has an air conditioning/heating compressor located on the roof of the Building or in the common areas. Each Unit Owner shall maintain the air conditioning/heating compressor appurtenant to his Unit.

3.5.2. Covered Parking Space. Units B1 and C1 on the first floor of each Building each have a designated covered garage space with a single-car capacity on the ground floor of the Building and a designated uncovered parking space on the Property; the remaining Units each have a designated covered garage space with a two-car capacity on the ground floor of the Building. The covered garage spaces shall be assigned to the associated Unit by the Developer by recording in the Public Records of Charlotte County, Florida, a deed or other instrument designating the covered parking slip number and the Unit appurtenant thereto. Each Building has a total of twelve (12) Units and thirteen (13) covered garage spaces, ten (10) of which have a two-car capacity, and one of which shall be extra and unassigned; the Developer shall have the sole right to sell and/or assign the extra covered parking space in each Building to a specific Unit on or before the sale by the Developer to a Unit Owner of the last Unit in the Condominium by recording in the Public Records of Charlotte County, Florida, a deed or other instrument designating the covered parking slip number and the Unit appurtenant thereto.

3.5.3. Storage Facility. Each Unit has a designated storage facility on the ground floor of the Building. The maintenance and administration of the storage facilities shall be included as part of the Common Expenses of the Association.

3.5.4. Lanai. If a lanai, balcony, porch, patio, terrace or similar associated improvement is located adjacent to a Unit, the Unit Owner shall be entitled to use same. The maintenance of the lanai (except as otherwise provided herein) shall be included as part of the Common Expenses of the Association.

3.6. Common Elements. The Common Elements shall include the land and all other parts of the Condominium not within the Units.

3.7. Shared Use of Common Elements. Unit Owners shall have the usage of the Common Elements described in this Declaration.

3.8. Amendment of Plans and Completion of Additions or Improvements. Approval by not less than seventy-five percent (75%) of the Unit Owners and record owners of liens on the Units is required for amendments to the Declaration which seek to:

- materially alter the configuration or size of any Unit in any material fashion,
- materially alter or modify the appurtenances to the Unit, or
- change the proportion or percentage by which the Unit Owner shares the common expenses and owns the common surplus of the Unit.

Approval by all of the Unit Owners and record owners of liens on the Units is required for amendments to the Declaration which seek to permit timeshare estates to be created in any Unit. Otherwise, until such time as the Developer turns over control of the Association to the Unit Owners, the Developer specifically reserves the right, without joinder of any person, to make such changes in the Declaration and its attachments or in the plan of development, as may be

required by any lender, governmental authority or as may be in its judgment necessary or desirable to carry out its overall plan for the Condominium.

4. The Units. The Units of the Condominium are described more particularly and the entitlements and obligations of the Unit Owners are established as follows:

4.1. Unit Plans. Attached is Exhibit "A-1" delineating typical Unit floor plans.

4.2. Unit Numbers. The two (1) Buildings shall be numbered 1 through 2, and each Building will contain twelve (12) Units numbered as shown on Exhibit "A-1".

4.3. Appurtenances to Units. Each Unit Owner shall own a share and certain interest in the Condominium Property which are appurtenant to his Unit, including but not limited to the following items which are appurtenant to the several Units as indicated:

4.3.1. Common Elements and Common Surplus. The undivided share in the lands, and other Common Elements and in the Common Surplus which is appurtenant to each Unit is as follows: An undivided 1/24th share to each Owner of a Unit.

4.3.2. Association Membership. Each Unit Owner shall be a member in the Association and shall share in the funds and assets held by the Association.

4.3.3. Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses as follows: 1/24th for each Owner of a Unit.

5. Maintenance, Alteration and Improvements. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement therein, shall be as follows:

#### 5.1 Units

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

5.1.1.1. All boundary walls and boundary slabs of a Unit except interior finished surfaces, and all portions of a Unit contributing to the support of the Building, which portions to be maintained shall include, but not be limited to, the outside walls of the Building and all fixtures on exterior boundary walls of the Units, floor and ceiling slabs, load bearing columns and load bearing walls, and the window frames and window glass if both the window frame and window glass (and not just the glass) must be replaced.

5.1.1.2. Balconies and verandas, except the painting of the floor and inside of the walls.

5.1.1.3. All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by

the Association; and all such facilities contained within a Unit that service part or parts of the Condominium other than the Unit within which such facilities are contained.

5.1.1.4. All incidental damage caused to a Unit by the Association in completing any of the foregoing work shall be repaired promptly at the expense of the Association.

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

5.1.2.1. To maintain, repair and replace at his expense all portions of his Unit except the portions to be maintained, repaired and replaced by the Association, including without limitation cabinets, light fixtures and screen doors, if same are otherwise permitted. This work shall be done without disturbing the rights of the other Unit Owners.

5.1.2.2. The portions of a Unit to be maintained, repaired and replaced by the Unit Owner at his expense shall include, but not be limited to, the following items: air handling equipment of space cooling and heating, service equipment, such as dishwasher, laundry, refrigerator, oven and stove, plumbing fixtures, window glass (unless both the window frame and the window glass must be replaced), screens, floor coverings, except the floor slab, and inside paint and other inside wall finishes. The Unit Owner shall maintain all air conditioning and heating equipment appurtenant to his Unit and located outside the Unit.

5.1.2.3. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Building. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way, portable, removable, official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

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

5.1.3. Alteration and Improvement. Except as elsewhere reserved to Developer, neither a Unit Owner nor the Association shall make any alterations in the portions of a Unit or Building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the Building, or impair any easements, without first obtaining approval in writing by the Record Owners of all of the Units. A copy of the plans for such work prepared by an engineer licensed to practice in this State shall be filed with the Association prior to the start of the work.

## 5.2. Common Elements

5.2.1. By the Association. The maintenance and operation of the Common Elements shall be the responsibility and expense of the Association except for all



Limited Common Elements where the maintenance is specifically delegated to the Unit Owners pursuant to this Declaration.

5.2.2. Alteration, Improvement and Additions. After the completion of the improvements included in the Common Elements which are contemplated by this Declaration, there shall be no alteration, further improvements nor additions to the Common Elements without prior approval in writing by the Record Owners of all of the Units.

6. Assessments. The making and collection of Assessments shall be borne by the Unit Owners on a pro-rata basis on the same basis as ownership of Common Elements and as provided in the Bylaws.

6.1. Interest; Administrative Late Fee; Application of Payments. The portions of Assessments and installments on Assessments that are not paid when due shall bear interest at the highest legal rate chargeable under Florida law. The Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25.00 or five percent (5%) of the Assessment for each delinquent installment. Any payment received by the Association shall be applied first to any interest accrued by the Association, then the administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment.

6.2. Lien for Assessments. The Association shall have a lien on each Unit for any unpaid Assessments and interest owed by the Unit Owner of such Unit. The lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. The lien shall be effective from and shall relate back to the recording of this Declaration. However, as to First Mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of Charlotte County, Florida. To be valid, a claim of lien must state the description of the Unit, the name of the Record Owner, the name and address of the Association, the amount due, and date when due. No such lien shall be effective longer than one (1) year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. A claim of lien shall be signed and acknowledged by an officer or authorized agent of the Association and shall then be entitled to be recorded. After the claim of lien has been paid in full, the party making payment shall be entitled to a recordable satisfaction of lien.

6.3. Assessments Pending Foreclosure. Notwithstanding anything to the contrary contained in this Declaration of Condominium, where the Mortgagee of a First Mortgage of record or other purchaser of a Unit, obtains title to a Unit as a result of foreclosure of the First Mortgage, or when the Mortgagee of a First Mortgage of record accepts a deed to said Unit in lieu of foreclosure, such acquirer of title, his successors and assigns, shall be liable for the share of Common Expenses or Assessments by the Association pertaining to such Unit, or chargeable to the former Unit Owner of such Unit which became due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, only to the extent provided in Section 718.116(1)(b), Florida Statutes. The new Unit Owner by virtue of the acquiring of such title shall forthwith become liable for payment of the Common Expenses and such other expenses as may be chargeable to the owner of a Unit hereunder. The person

acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Unit and proceed in the same manner as provided in Section 718.116, Florida Statutes for the collection of unpaid assessments.

7. Association. The operation of the Condominium shall be by a corporation not for profit in accordance with the laws of the State of Florida, and shall fulfill its functions pursuant to the following provisions:

7.1. Name. The name of the Association is SUNRISE POINTE CONDOMINIUM ASSOCIATION, INC.

7.2. Powers. The Association shall have all of the powers and duties set forth in the Condominium Act, the Declaration of Condominium, the Articles or Incorporation and the Bylaws to the extent that they are not inconsistent with the Condominium Act.

7.3. Members.

7.3.1. Qualification. The members of the Association shall consist of all of the Record Owners of a Unit in the Condominium.

7.3.2. Change of Membership. A change of membership in the Association shall be established by recording in the Public Records of Charlotte County, Florida, a deed or other instrument establishing a record title to a Unit in the Condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

7.3.3. Voting Rights. The members of the Association shall be entitled to cast votes for each Unit owned by them. The total vote of all owners is twenty-four (24). Each Owner of a Unit shall be entitled to one (1) vote.

7.3.4. Designation of Voting Representative. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the Record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. A certificate of appointment shall be valid unless revoked or until superseded by a subsequent certificate of appointment or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner thereof.

7.3.5. Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting,

such decision shall be expressed by the same person who would cast the vote of such owner in an Association meeting, unless the joinder of Record Owners is specifically required by this Declaration.

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

7.3.7. Limitation of Liability. The liability of any member is limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

7.4. Board of Directors. The affairs of the Association shall be conducted by a Board of not less than three (3) nor more than five (5) Directors who shall be designated and elected in the manner provided in the Bylaws.

7.5. Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expense and liabilities, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a part, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights of which such director or officer may be entitled.

7.6. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by a latent condition of the Condominium Property to be maintained and repaired by the Association, or by the elements or other owners or persons.

7.7. Bylaws. The Bylaws of the Association shall be in the form attached as Exhibit "A-3".

7.8. Transfer of Control. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three (3) years after sales by the Developer have been closed of fifty percent (50%) of the Units that will be operated ultimately by the Association; or three (3) months after sales have been closed by the Developer of ninety percent (90%) of the Units that will be operated ultimately by the Association; or when all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of

the others are being offered for sale by the Developer in the ordinary course of business; or when some of the Units have been sold and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or seven (7) years after recordation of this Declaration, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units operated by the Association.

7.9. Surface Water Management System Facilities. The Surface Water Management System Facilities are located on land that is designated Common Elements under the Declaration, are located on land that is owned by the Association, or are located on land that is subject to an easement in favor of the Association and its successors. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. Construction and maintenance activities which are consistent with the design and permit conditions approved by the South West Florida Water Management District in the Environmental Resource Permit may be conducted without specific written approval from the South West Florida Water Management District. The South West Florida Water Management District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities. Any amendment of the Declaration affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the South West Florida Water Management District.

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

8.1. Authority to Purchase. All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association, and the Unit Owners and their Mortgagees, as their interest may appear, and provision shall be made for the issuance of certificates or such mortgagee endorsements to the Mortgagees of Unit Owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses.

8.2. Coverage.

8.2.1. Casualty. The Buildings and improvements upon the land and all personal property included in the Common Elements shall be insured in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

8.2.1.1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsements; and

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

8.2.2. Liability. The Association shall purchase and keep in effect policies of insurance generally known as public liability policies insuring the Association against all claims and demands made by any person or persons, for injuries received in connection with the use, operation or maintenance of the Common Elements, which insurance shall be in an amount to be determined annually by the Board of Directors of the Association.

8.2.3. Workmen's Compensation. The Association shall purchase and keep in effect a policy of insurance generally known as a Workmen's Compensation policy to meet the requirements of law.

8.2.4. Other Insurance. The Association shall purchase and keep in effect all such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

8.3. Association as a Common Expense. All insurance expenses of the Association shall be first paid or provisions made therefore.

8.4. Insurance Trustee; Shares of Proceeds. All proceeds from insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their Mortgagees as their interest may appear and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which shall be a bank with trust powers doing business in Charlotte County approved by the Board of Directors of the Association. The Insurance Trustee shall not be liable for payment of premiums nor 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 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:

8.4.1. 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.

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

8.4.2.1. If 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.

8.4.2.2. Should the Condominium be terminated, as elsewhere provided herein, and the Building shall not be restored then an undivided share for each Unit, such share being the same as the undivided share in the Common Elements appurtenant to such Unit.

8.4.3. Mortgagees. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their 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.

8.5. 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:

8.5.1. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefore.

8.5.2. 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, 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.

8.5.3. 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.

8.5.4. Certificate. In making distribution to Unit Owners and their Mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Unit Owners and their respective shares of the distribution.

8.6. 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.

9. Reconstruction and Repair after Casualty.

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

9.1.1. Common Element. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

9.1.2. Condominium Property. Whether or not Condominium Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

9.1.2.1. Lesser Damage. If Units to which 50% of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

9.1.2.2. Major Damage. If Units to which more than 50% of the Common Elements are appurtenant are found by the Board of Directors of the Association to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the Condominium terminated shall be determined in the following manner:

9.1.2.2.1. Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all Unit Owners of the casualty the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds and the estimated amount of Assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

9.1.2.2.2. The notice shall call a meeting of Unit Owners to be held within thirty (30) days from the mailing of the notice.

9.1.2.2.3. If the reconstruction and repair is approved at the meeting by the owners of seventy-five percent (75%) of the Common Elements, the damaged property will be reconstructed and repaired; but if not so approved, the Condominium shall be terminated without agreement as elsewhere provided.

9.1.2.2.4. The approval of a Unit Owner may be expressed by vote in person or by proxy filed with the Association at or prior to the meeting.

9.1.2.2.5. The expense of this determination shall be assessed against all Unit Owners as a Common Expense.

9.1.2.3. 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.

9.2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original Buildings; 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, by the Owners of all damaged Units therein which approvals shall not be unreasonably withheld.

9.3. 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.

9.4. Estimate of Costs. Immediately after a determination 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.

9.5. Assessments: Determination of Sufficiency of Funds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during the work or upon completion of the work the funds available for the payment of the costs are insufficient, Assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs.

9.6. Construction Funds. The funds for payment of costs, 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:

9.6.1. Association. If the total of Assessments made by the Association in order to provide funds for payment of costs or reconstruction and repair which is the responsibility of the Association is more than Twenty-Five Thousand Dollars (\$25,000.00), then the sums paid upon such Assessment 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.

9.6.2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of Assessments 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:

9.6.2.1. Unit Owner. Any 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 mortgagee endorsement as to such Unit, to the Unit Owner and the Mortgagee jointly, who may use such proceeds as they may be advised.



9.6.2.2. Association; Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Twenty-Five Thousand Dollars (\$25,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association, 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 construction and repair of major damage.

9.6.2.3. Association; Major Damage. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is more than Twenty-Five Thousand Dollars (\$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 engineer qualified to practice in Florida and employed by the Association to supervise the work.

9.6.2.4. Surplus. It shall be presumed that the first monies disbursed in payment of costs of 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 in a distribution to a beneficial owner which is not in excess of Assessments paid by such owner into a construction fund shall not be made payable to any Mortgagee.

9.6.2.5. Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessment 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 engineer or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to whether surplus funds to be distributed are less than the Assessments paid by Unit 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 payee; 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 engineer named by the Association shall be first obtained by the Association.

10. Use Restrictions. The use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists upon the land.

10.1. Units. Each of the Units shall be used as a single-family residence and such other uses as may be permitted by the Charlotte County Zoning Code.

10.2. Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

10.3. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is a source of annoyance to residents or which interferes with the peaceful possession or proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of Common Elements which will increase the rate of insurance upon the Condominium Property, including without limitation using open flame grills or barbecues in any Unit or Limited Common Element; electric grills or barbecues shall be permitted.

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

10.5. Rules and Regulations. Reasonable Rules and Regulations concerning the use of the Condominium Property may be made and amended from time to time by a majority vote of the Board of Directors of the Association.

10.6. Use of Common Areas. In addition to such Rules and Regulations as may be from time to time duly adopted with respect to common areas, the following restrictions shall be applicable thereto:

10.6.1. Intentionally Omitted.

10.6.2. All walkways, verandas, and passageways used or set aside for pedestrian travel shall be kept clear at all times of obstacles of any kind.

10.6.3. No railing shall be used for the draping and drying of towels, swim suits, clothing, or similar articles.

10.6.4. No bonfire, barbecue, cooking, or broiling apparatus shall be permitted in the common areas except in specifically designated areas approved by the Association.

10.6.5. No items may be hung or otherwise stored on the Condominium Property including without limitation scrap metal, any abandoned, wrecked or junked materials, items, or articles, whether in the form of wrecked or junked vehicles, appliances, furniture, equipment, unsightly items, building materials, hoses, ladders, lawn or garden tools, equipment, or other items of any type.

10.6.6. No part of the Condominium Property shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste (hereinafter referred to as "Trash"), all of which shall be bagged, tied, and kept in covered sanitary receptacles within an approved walled-in or fenced area. Burning of Trash on the Condominium Property is prohibited. The Developer or Association, its employees or agents, reserves the right during any construction by Developer or Association, its employees or agents, or otherwise to maintain a receptacle for Trash on the Condominium Property.

10.6.7. No on-site storage of gasoline, propane, heating, or other fuels shall be permitted on any part of the Condominium Property.

10.7. Prohibitions. No Unit Owner, tenant, or other occupant of a Unit in the Condominium shall:

10.7.1. Permit loud or objectionable noises or obnoxious odors to emanate from his or her Unit nor play any piano, organ, or electronically amplified musical instruments or devices which may cause a nuisance to the occupants of the other Units in the Condominium.

10.7.2. Allow anything to remain outside the Unit or Storage Facility which would be unsightly or hazardous.

10.7.3. Store any household articles, furnishings, or other personal property outside the Unit or Storage Facility.

10.7.4. Conduct any trade or business whatsoever within any Unit at any time that would violate the Charlotte County Zoning Code. Notwithstanding the foregoing, the Developer or Association and its agents shall have the right to conduct sales and promotional activities as long as Developer or Association owns any Unit in the Condominium.

10.7.5. Place or maintain any mobile home, house trailer, tent, hut, shack, portable structure, recreational vehicle, or other temporary living quarters outside the Unit.

10.8. Leases. Each Unit Owner shall have the right to lease his or her Unit. All leases shall be in writing and shall be for a term of at least one (1) week, and the Developer or Association shall have the right to terminate any lease upon default by the lessee by not observing any of the provisions of this Declaration and the Rules and Regulations.

10.9. Landscaping. No lawns, shrubbery, trees, or plants on the Condominium Property shall be installed without the prior written consent of the Developer or Association. Lawns shall be comprised of grass sod. No vegetable garden may be grown or cultivated on the Condominium Property. No artificial vegetation shall be permitted on the exterior of any portion of the Condominium Property, and exterior gardens, sculptures, fountains, and similar items must be approved in advance by the Developer or the Association.

10.10. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Unit unless it is an integral and harmonious part of the architectural design of a structure as determined in the sole discretion of the Developer or Association.

10.11. Window and Wall Air Conditioning Units. No window or wall air conditioning units shall be permitted to be placed in a Unit. No Unit shall have aluminum foil placed in any window or glass door, nor shall any reflective substance be placed on any glass, except as may be approved in advance by the Developer or Association for energy conservation purposes.

10.12. Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Condominium Property, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in the Condominium Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the Condominium Property.

10.13. Firearms. The discharge of firearms within the Condominium Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, air-soft guns, and other firearms of all types, regardless of size or muzzle velocity. Notwithstanding anything to the contrary contained herein, the Developer or Association may, but shall not be obligated to, take action to enforce this Section.

10.14. Elevation and Drainage Facilities. No changes in the elevation or drainage characteristics of the land shall be made without prior written approval of the Developer or Association nor shall any fill be used to extend the property beyond the property line or to encroach upon the storm-water management easements. No person may obstruct or re-channel drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Catch basins and drainage areas are for the purpose of natural flow of water only and no obstructions or debris shall be placed in these areas.

10.15. Quiet Enjoyment Free of Nuisances. In addition to all other Covenants and Restrictions set forth in this Article, no noxious or offensive activity shall be carried on or upon any Unit, nor shall anything be done thereon which may become an annoyance or nuisance to the Condominium Property, nor shall any disturbance be permitted which will interfere with the rights, comforts or convenience of other Owners and their respective guests, invitees or lessees. Owners shall be prohibited from doing anything or conducting any activity which would detract or in any way deter from the beauty or natural aesthetics of the Condominium Property.

10.16. Legal Proceedings for Violations. If any person shall violate or attempt to violate or in any way fail to abide by any of these covenants, conditions and restrictions, or any Rules and Regulations, it shall be lawful for the Developer, the Association or any other person(s) owning any Unit in the Condominium Property to conduct such legal proceedings as are available to enforce compliance therewith, to prevent further or continued violation by

injunctive relief, and to recover damages, attorneys' fees, court costs and litigation costs and expenses for such violation or attempted violation.

10.17. Proviso. Provided, however, that until the Developer has completed and sold all of the Units of the Condominium, neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sales of the Units. Developer may make such use of the unsold Units and common areas as it may find in its own best interest, including but not limited to maintenance of a sales office, one or more models, the showing of the Condominium Property and display of signs and the leasing of unsold Units.

10.18. Dock Facilities. Any right to use the dock facilities on the Condominium Property will be dedicated only to Unit Owners identified by the Developer and those Unit Owners having the right to use said dock facilities shall be restricted in use of the dock facilities as follows:

- no live-aboard vessels are permitted,
- no pump-out of any waste materials or liquids,
- no fish cleaning,
- no maintenance of the vessels of any kind,
- no fueling of the vessels, and
- vessels must comply to any length and draft restrictions if imposed by the regulating authorities.

11. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Bylaws, and Rules and Regulations adopted pursuant thereto and said documents as they may be amended from time to time. Failure of a Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act.

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

11.2. Costs and Attorneys Fees. In any proceeding or litigation arising because of an alleged failure of a Unit Owner to comply with the terms of this Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover all costs of the proceeding or litigation and such reasonable attorney's fees whether incurred in the trial court, on appeal, or in bankruptcy.

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

12. Rights of Developer. The Developer reserves the following rights:

12.1. Sale of Units. The Developer has and reserves the right to sell, devise, or otherwise transfer Units to any purchaser approved by it, subject, however, to any applicable use restrictions herein provided. In the event there are unsold Units, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of Units except as elsewhere herein provided. The Developer may sell any Units owned by it to any person or persons whomsoever without approval by the Association, notwithstanding anything to the contrary contained in this Declaration of Condominium, the Articles of Incorporation, ByLaws, and Rules and Regulations. The Developer shall have the right to transact any business necessary to consummate the sale of Units, including but not limited to, the right to construct models, advertise on the Condominium Property, and use the Common Elements. The Developer may maintain and use sales offices, promotion and development offices, models, and Units owned by the Developer so long as such use shall conform with applicable laws, zoning rules, and ordinances of all appropriate governmental jurisdictions.

12.2. Access During Construction. During such time as the Developer is in the process of construction on any portion of the Condominium Property, the Developer reserves the right to prohibit access to any portion of the Common Elements to any persons, including Unit Owners, and to utilize various portions of the Common Elements in connection with such construction and development. No Unit Owner or his guests, or invitees shall in any way interfere or hamper the Developer, including its employees, in connection with such construction. Thereafter, during such time as the Developer owns any Units and is carrying on any business in connection therewith, including the selling, renting, or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer. Furthermore, during the period of construction, the Developer has the right to the exclusive use of all portions of the Condominium Property under construction to the exclusion of the Unit Owners.

12.3. Units Owned by the Developer. Where the Developer holds Units for sale, none of the following actions may be taken without the prior approval in writing of the Developer:

12.3.1. Assessments of Developer as a Unit Owner for capital improvements;

12.3.2. Any action by the Association that would be detrimental to the sales of Units by Developer except as provided by Chapter 718, Florida Statutes.

12.4. Substantial Completion. The Condominium is not substantially completed as of the date of this Declaration of Condominium. Upon substantial completion of construction, the Developer shall amend this Declaration of Condominium to include a certification of a surveyor authorized to practice in the State of Florida that the Condominium has been substantially completed, that the Declaration of Condominium and the Exhibits attached thereto accurately represent the location and dimensions of the improvements, and that the identification,

location and dimensions of the Common Elements and each Unit can be determined from these materials.

12.5. Guarantee of Assessment. The Developer, pursuant to Section 718.116(9), Florida Statutes (2002), guarantees that Assessments for Common Expenses imposed upon the other Unit Owners for each type of Unit identified in this Declaration of Condominium shall not increase over \$1,207.77 per quarter. In exchange for being excused from paying Assessments on Developer owned Units, the Developer shall pay the portion of Common Expenses incurred during the period described below which exceed the amount assessed against other Unit Owners. This guarantee shall commence on the date of the first conveyance of a Unit to an owner other than the Developer, and shall expire one (1) year from that date. The Developer shall have the option, in the Developer's sole and absolute discretion, to extend the guarantee period after the expiration of the initial guarantee period for one (1) additional one (1) year period for a total of two (2) years. The Developer's option to extend the initial guarantee period may be made by the Developer on a yearly basis not to exceed a total of two (2) consecutive years.

13. Amendments. This Declaration of Condominium may be amended in the following manner as well as in the manner elsewhere provided:

13.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

13.2. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Except as elsewhere provided, such approvals must be by not less than seventy-five percent (75%) of the votes of the members of the Association.

13.3. Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the Record Owners of Units in the Condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Charlotte County, Florida.

13.4. Proviso. Provided, however, that in addition to the other requirements to amending this Declaration, no amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses of the Condominium and owns the Common Surplus of the Condominium unless the Record Owner of the Unit and all record Mortgagees on the Unit join in the execution of the amendment and unless all the Record Owners of all other Units in the Condominium approve the amendment. The consent of the Mortgagees may not be unreasonably withheld.

13.5. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be

effective when such certificate and copy of the amendment are recorded in the Public Records of Charlotte County, Florida.

14. Termination. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.

14.1. Destruction. In the event it is determined in the manner elsewhere provided that there shall be no reconstruction because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

14.2. Agreement. The Condominium may be terminated at any time by the approval in writing of all of the Unit Owners of the Condominium, and by all Record Owners of Mortgages upon Units; or if a proposal to terminate is submitted to a meeting of the members of the Association the notice of which meeting gives notice of the proposed termination and if the approval of the Unit Owners of not less than seventy-five percent (75%) of the Common Elements, and of the Record Owners of all Mortgages upon Units are obtained not later than thirty (30) days from the date of such meeting, then the approving Unit Owners shall have an option to buy all of the Units of the other Unit Owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

14.2.1. Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each of the Record Owners of the Units to be purchased of an agreement to purchase signed by the Records Owners of Units who will participate in the business. Such agreement shall indicate which Units will be purchased by each participating owner and shall agree to purchase all of the Units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

14.2.2. Price. The sales price of each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

14.2.3. Payment. The purchase price shall be paid in cash.

14.2.4. Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

14.3. Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its



President and Secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Charlotte County, Florida.

14.4. Share of Owners After Termination. After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective Mortgagees and licensees shall have Mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Unit prior to the termination.

14.5. Amendment. This section concerning termination cannot be amended without consent of eighty percent (80%) of Unit Owners and of all owners of Mortgages required to approve termination by agreement.

15. Assignment. The Developer reserves the right to assign and transfer all of its rights under this Declaration and its Exhibits and amendments to a third party which shall be by separate written agreement recorded in the Public Records of Charlotte County, Florida.

16. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or work, or other provision of this Declaration of Condominium shall not affect the validity of the remaining portions thereof.

17. Waiver. No provisions contained in this Declaration of Condominium shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

18. Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration of Condominium, and the Articles and By-Laws of the Association, and Rules and Regulations, are fair and reasonable in all material respects.

19. Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

IN WITNESS THEREOF, the Developer has executed this Declaration the day and year first above written.

LEMON BAY HORIZONS, L.L.C.  
a Florida limited liability company

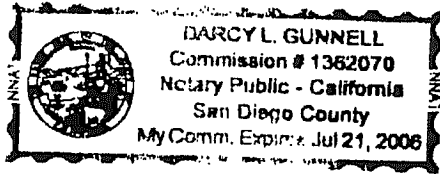
Signed, sealed and delivered  
in the presence of:

*[Signature]*  
Name: *[Signature]*

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
President

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, as President of Lemon Bay Horizons, L.L.C., a Florida limited liability company, who is personally known to me or who has produced is driver's license as identification and who did not take an oath.



*[Signature]*  
Notary Public  
My Commission Expires: July 21, 2006

MORTGAGEE'S CONSENT AND JOINDER

The undersigned hereby certifies that Gold Bank, is the holder of a mortgage which encumbers the property described in the foregoing "Declaration" and that David Palmer shall and does hereby consent to and join in the foregoing Declaration this 16th day of May, 2005.

Gold Bank,  
a Kansas State Chartered Bank

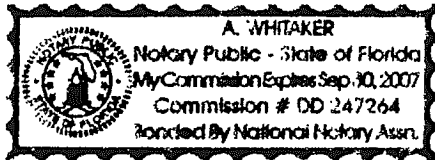
Witness:

Raymond A. Gill  
Name: Raymond A. Gill

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF Florida )  
 )  
COUNTY OF Manatee )

The foregoing instrument was acknowledged before me this 16th day of May, 2005, by David Palmer, as Senior V.P. of Gold Bank, a Kansas State Chartered Bank, who is personally known to me or who has produced his driver's license as identification and who did not take an oath.



A. Whitaker  
Notary Public, State of Florida  
My Commission Expires:

Return to: LandAmerica / Lawyers Title  
18501 Murdock Circle, Suite 402  
Port Charlotte, FL 33948

Prepared by and Return to:  
Christopher C. Brockman, Esquire  
Holland & Knight LLP  
200 S. Orange Avenue, Suite 2600  
Orlando, FL 32801



BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY  
OR BOOK 3041, PGS 1045-1073 29 pg(s)  
INSTR # 1595547  
Doc Type CND, Recorded 09/22/2006 at 03:51 PM  
Rec. Fee: \$248.00  
Cashiered By: VERONICAT Doc. #:1

**FIRST AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNRISE POINTE, A CONDOMINIUM**

THIS FIRST AMENDMENT ("Amendment") is made this 21<sup>st</sup> day of September, 2006, by LEMON BAY HORIZONS, L.L.C., a Florida limited liability company ("Developer").

**RECITALS:**

A. Developer has subjected certain property to the condominium form of ownership as more fully described in the Declaration of Condominium of Sunset Pointe, a Condominium ("Declaration"), recorded in Official Records Book 2718, Page 1575, of the Public Records of Charlotte County, Florida.

B. Sunset Pointe, a Condominium, ("Condominium") is a condominium created under the Declaration pursuant to Chapter 718, Florida Statutes.

C. At this time, Developer retains the right to control Sunset Pointe Condominium Association, Inc. ("Association") and owns all of the Units in the Condominium; therefore, pursuant to Section 13 of the Declaration, Developer alone has the right to amend the Declaration.

D. The Developer desires to modify the Declaration to, among other things, number the Slips (defined below), as set forth herein.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. Exhibit "A-1" of the Declaration is amended to add the Specific Purpose Surveyor Map and Certificate of Substantial Completion for the Condominium (collectively, the "Completion Documents"), as more fully described in the Addendum to Exhibit "A-1" attached hereto and made a part hereof. The Completion Documents supplement Exhibit "A-1" contained in the Declaration. All references to Exhibit "A-1" herein and in the Declaration shall mean and refer to the Exhibit "A-1" contained within the Declaration, together with the Addendum to Exhibit "A-1" attached hereto and made a part hereof.

2. Exhibit "A-1" of the Declaration is further amended to add the Dock Drawing prepared by Giffels-Webster Engineers, Inc. (the "Dock Drawing"), as more fully described in the Second Addendum to Exhibit "A-1" attached hereto and made a part hereof. The

Dock Drawings further supplement Exhibit "A-1" contained in the Declaration. All references to Exhibit "A-1" herein and in the Declaration shall mean and refer to the Exhibit "A-1" contained within the Declaration (and the First Addendum to Exhibit "A-1"), together with the Second Addendum to Exhibit "A-1" attached hereto and made a part hereof.

3. Section 2.5.10 is hereby added to the Declaration as follows:

"2.5.10 The Boat Dock and the Association Slips (if any, as they exist from time to time), subject to the rights of each Owner of a Slip to the sole and exclusive possession of his/her Slip, subject to the terms and conditions of the License Agreement, this Declaration and the rules and regulations of the Association."

4. Section 10.18 of the Declaration is hereby amended by adding the following:

"Developer has constructed and is the owner of the boat dock depicted on the Dock Drawing ("Boat Dock"), which consists of the main dock structure and seven (7) individual boat slips (each a "Slip" and all the "Slips"). Each of the Slips is described or depicted on the Dock Drawing, and each is individually numbered (1 through 7) for identification purposes. It is the intent of the Developer that the Boat Dock and the Slips be conveyed to the Association; provided, however, such conveyance shall be subject and subordinate to the right of Developer to sell to certain Unit Owners a license for the exclusive use and control of a Slip. Developer also may, but is not required to, grant a license in certain of the Slips to the Association (the "Association Slips"), in lieu of selling a license for same to a Unit Owner; all Association Slips shall be held by the Association, and may be used by the Unit Owners, in common, in strict compliance with any rules and regulations relating to same adopted by the Board of the Association. The Association acknowledges and agrees that, upon conveyance of same from Developer, it will be or is responsible for the operation and maintenance of the Boat Dock and the Slips (collectively, the "Dock"), in accordance with the provisions set forth herein, and the Association agrees to accept title to the Dock, subject to the right of Developer to sell a license to a Slip and the rights of a Unit Owner to exclusive possession of the Slip pursuant to his / her individual License Agreement.

"Developer shall have the right to grant, convey and set over onto a Unit Owner, his successors and assigns, a license for the use of a Slip ("License") pursuant to a written license agreement between Developer and the Unit Owner ("License Agreement"), which License shall be for the exclusive use of the Slip referenced therein, subject to the terms of the License Agreement, this Declaration, and the rules and regulations of the Association. A License may be owned only by a Unit Owner, Developer or the Association, and may be conveyed only as set forth herein. The Association shall maintain a master ledger in which it shall record the ownership of each Slip.

"At such time as a Unit Owner who holds a License for a Slip sells or otherwise conveys or transfers title to the Unit, the Unit Owner agrees that it shall transfer the License Agreement for the use of the Slip to the purchaser of the Unit, which transfer shall be on such monetary terms and conditions as the parties may agree. In the event that the purchaser of the Unit does not accept the transfer of the License Agreement for the use of the Slip, then the Unit Owner may transfer the License Agreement for the use of the Slip to another Unit Owner, which transfer shall be on such monetary terms and conditions as the

parties may agree. The use rights of the subsequent owner of the Slip shall be subject to the terms and conditions of the License Agreement, this Declaration and the rules and regulations of the Association. At such time as the Unit Owner transfers the License Agreement for the use of the Slip as permitted hereunder, the Unit Owner shall immediately give written notice of such transfer and a copy of the transfer with the names and addresses of the transferee to the Association. The Association shall enter into a new license agreement with the transferee.

"If a Unit Owner is unable to transfer a License Agreement for the use of a Slip to another Unit Owner, then at such time as the Unit Owner conveys or transfers title to its Unit, the Unit Owner's interest in the Slip automatically shall revert to Developer, at no expense to Developer (with any charges, fees or expenses being paid by the Unit Owner). If Developer has at that time sold or conveyed all seven (7) Slip licenses, and all of its properties in the Condominium, then the Unit Owner's interest in the Slip automatically shall revert to the Association, at no expense to the Association (with any charges, fees or expenses being paid by the Unit Owner).

"Any amount charged by Developer or the Association for the transfer of the License as permitted in the License Agreement and any amount charged by the Unit Owner upon the permitted transfer of the License Agreement to any other Unit Owner shall be subject to the terms and conditions of their respective purchase and sale agreements and shall not be governed by any third party or by this Declaration; however, Developer's and/or the Association's charges for documenting and/or coordinating the transfer (as opposed to the sale of the Slip itself) shall not exceed Five Hundred and No/100 Dollars (\$500.00) per transfer. Provided that in all events, the use of the Slip by any Unit Owner, irrespective of the manner in which it is transferred, at all times shall be subject to the rights and obligations as set forth in the License Agreement, this Declaration and the rules and regulations of the Association.

"If at any time during a Unit Owner's ownership of the Unit, the Unit Owner desires to terminate its License Agreement for the use of the Slip, then it may transfer this License Agreement to use the Slip only to another Unit Owner, while still continuing to own its Unit. Upon such transfer, the Unit Owner immediately shall give written notice of the transfer and a copy of the transfer with the names and addresses of the transferee to the Association. The Association shall enter into a new license agreement with the transferee. Notwithstanding the foregoing, if the Unit Owner is unable to transfer the License Agreement for the use of the Slip to another Unit Owner, then at such time as the Unit Owner conveys or transfers title to its Unit, the Unit Owner's interest in the Slip automatically shall revert to Developer, at no expense to the Developer (with any charges, fees or expenses being paid by the Unit Owner). If Developer has at that time sold or conveyed all seven (7) Slip licenses, and all of its properties in the Condominium, then the Unit Owner's interest in the Slip automatically shall revert to the Association, at no expense to the Association (with any charges, fees or expenses being paid by the Unit Owner).

"If, at any time, the Unit Owner abandons the use of the Slip and/or fails to make the payments as set forth below, same shall constitute a default under its License Agreement. The Association shall give written notice of such default to the Unit Owner at the address of the Unit and if the Unit Owner does not cure such default within fifteen (15)

days from the date of receipt of such notice, then this License Agreement automatically shall terminate on such date and thereupon the right to grant a license agreement to another Unit Owner shall revert to Developer, at no expense to Developer (with any charges, fees or expenses being paid by the Unit Owner). If Developer has at that time sold or conveyed all seven (7) Slip licenses, and all of its properties in the Condominium, then the Unit Owner's interest in the Slip automatically shall revert to the Association, at no expense to the Association (with any charges, fees or expenses being paid by the Unit Owner).

"Upon conveyance of the Dock to the Association, the Dock shall be maintained by the Association. In connection with the maintenance and operation of the Dock, the Association shall have the right to charge all Unit Owners a use fee ("General Fee") that is sufficient to include all lease fees and costs of maintenance, repair and operation of the Dock, including the costs of insurance, taxes, utilities and all necessary repairs, as more fully set forth in this Declaration, but specifically excluding any maintenance and repair to the Slips. In addition to the General Fee which shall be paid by all Unit Owners, each owner of a Slip shall be subject to any such fees which the Association may determine are necessary for the maintenance (including utilities) and repair of the seven (7) Slips ("Slip Fee"). It shall be the obligation of each Unit Owner who owns a Slip to perform all necessary maintenance and repair to maintain his Slip in a first class manner and in good working order, and the Unit Owner hereby agrees to maintain his Slip in accordance with this standard. In the event the Unit Owner shall fail to maintain his Slip in accordance with the terms hereof, then, upon thirty (30) days prior written notice from the Association to the Unit Owner, the Association shall have the right to make the repairs, with the Unit Owner being responsible for the reimbursement of all costs incurred as to said repair by the Association; provided, however, in the event the repair is of a nature that cannot reasonably be repaired within said thirty (30) period, then Unit Owner shall have such additional time as is necessary, provided he has commenced and is diligently pursuing the completion of said repairs. In the event the Unit Owner fails to make the necessary repairs within the foregoing time-frames, the Association shall have the right, but not the obligation, to make the repairs and charge the Unit Owner for any cost, expense and/or fee which the Association may determine is necessary the completion of the repairs. Notwithstanding anything herein to the contrary, in the event the need for any repair is an emergency as determined by the Association in its sole, but reasonable, discretion, then the Association shall have the right to make immediate repairs without the notice and cure rights to the Unit Owner as set forth above, provided the Association shall make reasonable efforts to first notify the Unit Owner of the need for said repairs. If at any time the Unit Owner who owns a Slip fails to pay any and/or all of the use fees, assessments and/or reimbursements as established hereunder and from time to time by the Association, then in such event the Association shall have the right, in addition to any and all other rights for failures to pay assessments due under the Declaration, to terminate the License Agreement and all rights to use the Slip, in the manner more fully set forth herein. Upon such termination, the Unit Owner shall not be entitled to any reimbursement of any amounts paid by the Unit Owner to acquire the License Agreement for the Slip or amounts paid to maintain the Slip. The Association shall then have the right to transfer the License Agreement for the Slip and all use rights to another Unit Owner in the Project.

"In no event may a license to use the Slip be granted by any person or entity other than a Unit Owner or the Association or the Developer and there shall be no sublicensing or

leasing of the Slip to anyone other than a Unit Owner. No commercial use of the Dock or a Slip shall be permitted.

"Each Unit Owner who owns a Slip shall maintain liability insurance on the Slip to insure against any and all losses arising from or in connection with any action or inaction on the part of the Unit Owner, his or her guests, invitees or employees on or about the Dock or the Slip. In consideration of the grant of the License for the Slip, each Unit Owner who owns a Slip agrees to indemnify and hold Developer and the Association harmless from and against any and all claims, loss, and damage incurred by Developer or the Association arising from or in connection with any action or inaction of the Unit Owner, his or her guest, invitees or employees with respect to the Dock and the Slip."

5. Association joins in and executes this Amendment to acknowledge it has consented to the construction of the Dock upon submerged lands which Association has leased from the State of Florida, as contemplated in the Declaration, and agrees to accept conveyance of the Dock from Developer (subject to the rights of any Unit Owner(s) who have entered into License Agreements for Slip(s) prior to the time of such conveyance, and the ongoing right of Developer to sell Licenses for the Slips). A copy of the submerged lands lease is attached hereto as part of the Second Addendum to Exhibit "A-1".

6. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.



IN WITNESS WHEREOF, this Amendment to the Declaration has been duly executed on this 21<sup>st</sup> day of September, 2006.

Signed in the presence of:

LEMON BAY HORIZONS, L.L.C., a  
Florida limited liability company

Veronica Quinci  
Print Name: Veronica Quinci

By: [Signature]  
Name: Brian L. Trotter  
Title: Sr. Vice President

[Signature]  
Print Name: Megan Lencendorfer

STATE OF \_\_\_\_\_ )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing First Amendment to the Declaration was acknowledged before me, this \_\_\_\_\_ day of September, 2006, by \_\_\_\_\_, as \_\_\_\_\_ of LEMON BAY HORIZONS, L.L.C., a Florida limited liability company, on behalf of said company. He/She [  ] is personally known to me or [  ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Person Taking  
Acknowledgment  
Print Name: \_\_\_\_\_  
Title: Notary Public  
Serial No. (if any): \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

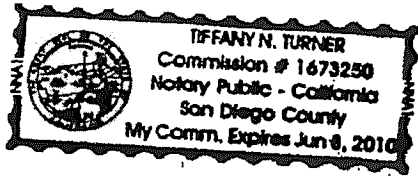
State of California

County of San Diego

On 9/21/06 before me, Tiffany N. Turner, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Brian L. Trotter  
Name(s) of Signer(s)

- personally known to me
- (or proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Tiffany N. Turner  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

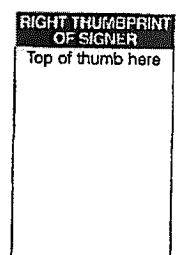
- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

JOINDER AND CONSENT OF ASSOCIATION

Signed in the presence of:

SUNSET POINTE CONDOMINIUM ASSOCIATION, INC., a Florida corporation

*Veronica Quinci*

Print Name: Veronica Quinci

By: *B. Notar*

Name: Brian L. Traher

Title: Sr. Vice President

*M. C.*

Print Name: Megan Lencendorfer

[CORPORATE SEAL]

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing First Amendment to the Declaration was joined in and consented to and acknowledged before me, this \_\_\_ day of September, 2006, by \_\_\_\_\_ as \_\_\_\_\_ of SUNSET POINTE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of said corporation. He/She [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Person Taking  
Acknowledgment  
Print Name: \_\_\_\_\_  
Title: Notary Public  
Serial No. (if any): \_\_\_\_\_  
  
Commission Expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego

On 9/21/06 before me, Tiffany N. Turner Notary Public

personally appeared Brian L. Trotter

personally known to me

(or proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Tiffany N. Turner  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

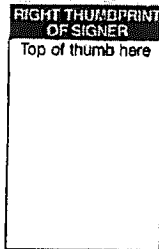
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

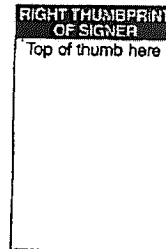
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

MORTGAGEE'S CONSENT AND JOINDER

The undersigned hereby certifies that M&I Marshall & Ilsley Bank, f/k/a/ Gold Bank is the holder of a mortgage recorded in Public Records Book 2457, Page 1996, Public Records of Charlotte County, Florida, and related documents, which encumber the property described in the foregoing "First Amendment to the Declaration of Condominium of Sunrise Pointe, a Condominium" and that M&I Marshall & Ilsley Bank, f/k/a/ Gold Bank shall and does hereby consent to and join in the foregoing First Amendment to the Declaration of Condominium of Sunrise Pointe, a Condominium, this 22<sup>nd</sup> day of September, 2006.

M&I MARSHALL & ILSLEY BANK,  
a Wisconsin banking institution, f/k/a  
GOLD BANK

Witnesses:

Christine Amodei  
Name: Christine Amodei

Barbara Finig  
Name: Barbara Finig

By: [Signature]  
Name: David Palmer  
Title: Community Bank President



STATE OF Florida )  
COUNTY OF Charlotte )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of September, 2006, by David Palmer as Comm. Bank Pres. of M&I MARSHALL & ILSLEY BANK, a Wisconsin banking institution, f/k/a GOLD BANK who  is personally known to me or [ ] has produced his driver's license as identification and who did not take an oath.

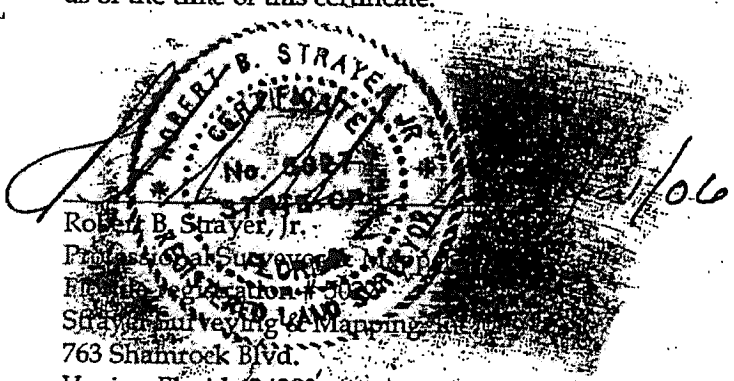
Christine Amodei  
Signature of Person Taking  
Acknowledgment  
Print Name Christine Amodei  
Title: Notary Public  
Serial No. (if any): \_\_\_\_\_  
Commission Expires: 6/15/09

# STRAYER SURVEYING & MAPPING, INC. Addendum to Exhibit A-1

## CERTIFICATE OF SURVEYOR

I, Robert B. Strayer, Jr., of Venice, Florida, certify as follows:

1. I am a Surveyor & Mapper authorized to practice in the State of Florida.
2. This certificate is made to Lemon Bay Horizons, L.L.C. a Florida limited liability company, and in compliance with section 718.104(4) (e), Florida statutes.
3. This certificate is made with respect to Building 1, Units 201-204; 301-304; 401-404; and Building 2, Units 201-204; 301-304; 401-404; Sunrise Pointe, A Condominium shown on the Condominium Plat recorded in Condominium Plat Book 15, Page(s) 20A-20H, Public Records of Charlotte County, Florida. Located at 2225 (Building 1) and 2245 (Building 2) North Beach Road Englewood, Florida.
4. The construction of the improvements designated as Building 1 and Building 2, referenced on the plat recorded in condominium exhibit book 15, page(s) 20A-20H public records of Charlotte County, Florida ("plat") which is attached as Addendum to Exhibit "A-1" to the declaration of condominium recorded in official records book 2718, page(s), 1575 through 1643, public records of Charlotte County, Florida, as amended (declaration), is substantially complete, so that this material, shown on the attached sheets as Addendum to Exhibit "A-1" of the declaration, together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and so that the identification, location, and dimensions of the common elements, and of each unit can be determined from these materials.
5. As per the attached Addendum to Exhibit "A-1" to the said declaration of condominium, the common element defined in paragraph 2.5.6 of the declaration consisting of the swimming pool and related improvements have not been constructed as of the time of this certificate.



Robert B. Strayer, Jr.  
Professional Surveyor  
Florida Registration # 3068  
Strayer Surveying & Mapping, Inc.  
763 Shamrock Blvd.  
Venice, Florida 34293

Page 1 of 9

ADDENDUM TO EXHIBIT "A-1" of the Declaration of Condominium recorded in Official Records Book 2718, Pages 1575-1643, of the Public Records of Charlotte County, Florida

# SUNRISE POINTE A CONDOMINIUM

SECTION 12, TOWNSHIP 41 SOUTH, RANGE 19 EAST  
CHARLOTTE COUNTY, FLORIDA.

### SURVEYOR NOTES:

SUBJECT TO: EASEMENT TO FLORIDA POWER AND LIGHT COMPANY FOR UTILITY PURPOSES AS RECORDED IN OFFICIAL RECORDS BOOK 2827, PAGE 2068, AND OFFICIAL RECORDS BOOK 2886, PAGE 1350, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1216, PAGE 34, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2835, PAGE 44, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

EASMENTS AND OTHER MATTERS AS SHOWN ON THE PLAT OF R. CLARENCE BROWN'S SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 53, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

THERE ARE NO APPARENT ENCROACHMENTS OTHER THAN SHOWN, NO BOUNDARY LINE DISPUTES, EASEMENTS OR CLAIMS OF EASEMENTS OF WHICH WE HAVE KNOWLEDGE.

NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.

BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT OF R. CLARENCE BROWN'S SUBDIVISION, IN THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF BEACH ROAD, BEING S. 28°18'48" E. (ASSUMED BEARING BASIS).

SYMBOL CHARACTERS AND OR POSITIONS MAY BE EXAGGERATED FOR CLARITY.

ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929, NGVD 29, AND ARE REFERRED TO A DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT A-04, PUBLISHED ELEVATION 7.45.

### CERTIFICATE OF SURVEYOR

I, THE UNDERSIGNED FLORIDA REGISTERED SURVEYOR AND MAPPER, HEREBY CERTIFY THAT:

1. THIS PLAT, DESIGNATED AS ADDENDUM TO EXHIBIT "A-1" TO THE DECLARATION OF CONDOMINIUM AS AMENDED FOR SUNRISE POINTE A RESIDENTIAL CONDOMINIUM, CONSISTING OF 8 SHEETS, IS A CORRECT REPRESENTATION OF THE SURVEY OF THE LAND DESCRIBED AND SHOWN ON THE MANUA TECHER, A DIRECTOR ON SEPTEMBER 15, 2008, AND MEETS THE REQUIREMENTS OF SECTION 709.01, F.S., AND THE STATE OF FLORIDA, AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, RULE NO. 61017-8 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

2. ALL EXISTING ENCUMBRANCES AFFECTING THE LAND AS RECORDED IN THE PUBLIC RECORDS AND THE PLAT, INCLUDING ANY WHICH LAIPTS THIS TITLE POLICY NO. 000955, EFFECTIVE DATE JULY 11, 2006, ARE SHOWN ON THIS PLAT.

3. BUILDING "A", CONSISTING OF UNITS 201-204, 301-304, 401-404; AND BUILDING "B", CONSISTING OF UNITS 201-204, 301-304, 401-404, INCLUDING ARE SUBSTANTIALLY COMPLETE AS OF SEPTEMBER 15, 2008.

4. THE PLAT, IN ACCORDANCE WITH THE PROVISIONS OF THE DECLARATION AS AMENDED DESCRIBES THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS.

5. SAID IMPROVEMENTS WERE CONSTRUCTED AT THE TIME OF THIS SURVEY AND WERE NOT CONSTRUCTED AT THE TIME OF THIS SURVEY.

6. SAID IMPROVEMENTS WERE CONSTRUCTED AT THE TIME OF THIS SURVEY AND WERE NOT CONSTRUCTED AT THE TIME OF THIS SURVEY.

7. SAID IMPROVEMENTS WERE CONSTRUCTED AT THE TIME OF THIS SURVEY AND WERE NOT CONSTRUCTED AT THE TIME OF THIS SURVEY.

8. SAID IMPROVEMENTS WERE CONSTRUCTED AT THE TIME OF THIS SURVEY AND WERE NOT CONSTRUCTED AT THE TIME OF THIS SURVEY.

CONDOMINIUM PROPERTY LEGAL DESCRIPTION:  
LOTS 8, 9, & 10, R. CLARENCE BROWN'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 53 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

LIVING AND BEING IN SECTION 12, TOWNSHIP 41 SOUTH, RANGE 19 EAST, CHARLOTTE COUNTY, FLORIDA, HAVING AN AREA OF 70,124 SQUARE FEET, OR 1.61 ACRES, MORE OR LESS.

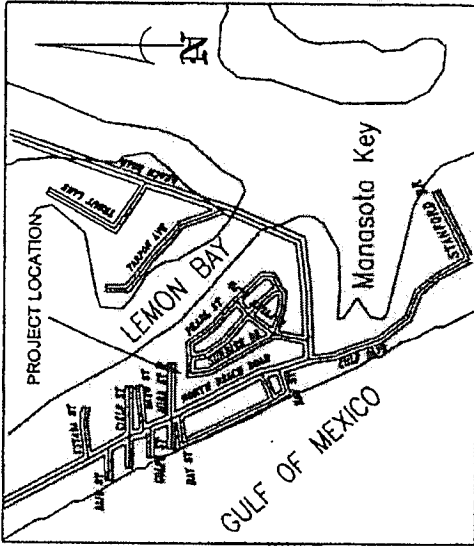
### UNIT DESCRIPTION AND NOTES

COMMON ELEMENTS: "COMMON ELEMENTS" MEANS THE PORTIONS OF THE CONDOMINIUM PROPERTY NOT INCLUDED IN THE UNITS AND SHALL INCLUDE:

1. THE TANGIBLE PERSONAL PROPERTY REQUIRED FOR THE MAINTENANCE AND OPERATION OF THE CONDOMINIUM.
2. THE PERSONAL PROPERTY AND INSTALLATIONS REQUIRED FOR FURNISHING UTILITY AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO A UNIT OTHER THAN THE UNIT CONTAINING SAID INSTALLATION CONCERNED, SUCH AS ELECTRIC, GAS, WATER, HEATING, AIR CONDITIONING, GARAGE, SMOKE, TELEPHONE, AND CABLE TV.
3. EASEMENTS INCLUDING BUT NOT LIMITED TO, EASEMENTS FOR SUPPORT AND ACCESS.
4. THE LAID AND THE PARTS OF THE BUILDINGS NOT INCLUDED IN THE UNITS.
5. ALL PORTIONS OF THE STORM-WATER MANAGEMENT SYSTEM FOR THE CONDOMINIUM.
6. THE SWIMMING POOL (WHEN COMPLETE) AND RELATED IMPROVEMENTS.
7. ALL UNCOVERED PARKING SPACES LOCATED OUTSIDE OF THE BUILDINGS.
8. ALL OTHER PORTIONS OR ELEMENTS OF THE CONDOMINIUM PROPERTY WHICH ARE OF THE NATURE OF COMMON USE OR NECESSARY TO THE EXISTENCE, UPKEEP AND SAFETY OF THE CONDOMINIUM.
9. THE GATEHOUSE AND GATE FACILITIES AND RELATED IMPROVEMENTS.

LIMITED COMMON ELEMENTS: EACH UNIT HAS LIMITED COMMON ELEMENTS APPURTENANT HERETO FOR THE EXCLUSIVE USE OF A UNIT. THE LIMITED COMMON ELEMENTS RESERVED FOR THE EXCLUSIVE USE OF A UNIT ARE AS FOLLOWS:

1. AIR CONDITIONING/HEATING: EACH UNIT HAS AN AIR CONDITIONING/HEATING COMPRESSOR LOCATED ON THE ROOF OF THE BUILDING OR IN THE COMMON AREAS. EACH UNIT OWNER SHALL MAINTAIN THE AIR CONDITIONING/HEATING COMPRESSOR APPURTENANT TO HIS UNIT.
2. COVERED PARKING SPACE: UNITS B1 AND C1 ON THE FIRST FLOOR OF EACH BUILDING EACH HAVE TWO COVERED GARAGE SPACES WITH A SINGLE-CAR CAPACITY ON THE GROUND FLOOR OF THE BUILDING. THE REMAINING UNITS EACH HAVE A DESIGNATED GARAGE SPACE WITH A TWO-CAR CAPACITY ON THE GROUND FLOOR OF THE BUILDING. THESE COVERED GARAGE SPACES SHOWN ON THIS PLAT DEFACTO THE UNIT DESIGNATION OF THE SPACES. THE DEVELOPER SHALL HAVE THE SOLE RIGHT TO SELL AND/OR ASSIGN THE SPACES. UNASSIGNED COVERED PARKING SPACE IN EACH BUILDING BELONGS TO A SPECIAL ASSESSMENT DISTRICT. THE ASSIGNED COVERED PARKING SPACE OF CHARLOTTE COUNTY, FLORIDA, A DEED OR OTHER INSTRUMENT DESIGNATING THE COVERED PARKING SLIP NUMBER AND THE UNIT APPURTENANT THEREIN.
3. STORAGE FACILITY: EACH UNIT HAS A DESIGNATED STORAGE FACILITY ON THE GROUND FLOOR OF THE BUILDING. THE MAINTENANCE AND ADMINISTRATION OF THE STORAGE FACILITIES SHALL BE INCLUDED AS PART OF THE COMMON EXPENSES OF THE ASSOCIATION.
4. LAJAS: IF A LAJAS, BALCONY, PORCH, PATIO, TERRACE OR SIMILAR ASSOCIATED IMPROVEMENT IS LOCATED ADJACENT TO A UNIT, THE UNIT OWNER SHALL BE ENTITLED TO USE SAME. THE MAINTENANCE OF THE LAJAS (EXCEPT AS OTHERWISE PROVIDED HEREIN) SHALL BE INCLUDED AS PART OF THE COMMON EXPENSES OF THE ASSOCIATION.
5. COMMON ELEMENTS: THE COMMON ELEMENTS SHALL INCLUDE THE LAJAS AND ALL OTHER PARTS OF THE CONDOMINIUM NOT WITHIN THE UNITS.
6. SHARED USE OF COMMON ELEMENTS: UNIT OWNERS SHALL HAVE THE USAGE OF THE COMMON ELEMENTS.



LOCATION MAP  
NOT TO SCALE

### LABEL BOUNDARIES

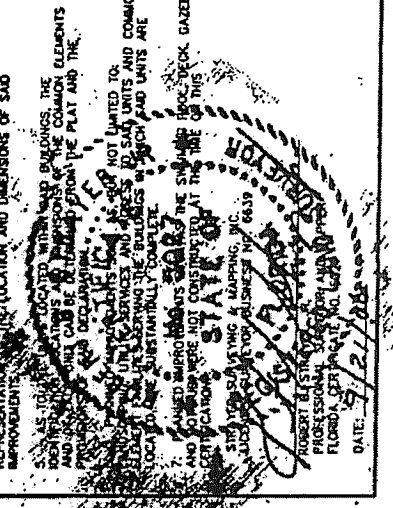
THE FOLLOWING GENERAL PROVISIONS SHALL APPLY TO EACH UNIT:

1. BOUNDARIES: EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING CONTAINING THE UNIT WHICH LIES WITHIN THE BOUNDARIES OF THE UNIT, WHICH BOUNDARIES ARE AS FOLLOWS:
  - a. UPPER AND LOWER BOUNDARIES: THE UPPER AND LOWER BOUNDARIES OF EACH UNIT SHALL BE THE FOLLOWING: BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.
  - b. UPPER BOUNDARY: THE HORIZONTAL PLANE OF THE UNDECORATED FINISHED CEILING, INCLUDING THE UNDECORATED FINISHED CEILING OF GARAGE OR PORCH OR LAJAS.
  - c. LOWER BOUNDARY: THE PLANE OF THE UNDECORATED FINISHED FLOOR, INCLUDING THE PLANE OF THE UNDECORATED FINISHED FLOOR OF ANY PORCH OR LAJAS.
  - d. PERIMETRICAL BOUNDARIES: THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE UPPER AND LOWER BOUNDARIES.
2. UNIT INTERIORS: THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE UNDECORATED FINISHED INTERIOR WALLS, UNLESS OTHERWISE INDICATED TO INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.
3. LAJAS BOUNDARIES: IF A LAJAS IS PRESENT WITHIN A UNIT, THE PERIMETRICAL BOUNDARIES OF THE LAJAS SHALL BE THE VERTICAL PLANES OF THE UNDECORATED FINISHED WALLS BOUNDING THE LAJAS EXTENDED TO INTERSECTIONS WITH THE UPPER AND LOWER BOUNDARIES AND THE UNDECORATED FINISHED SURFACE OF THE PERIMETRICAL BOUNDARIES OR BALCONY OR ENCLOSING SURFACE OF THE LAJAS. THE TERM "LAJAS" ALSO SHALL INCLUDE ANY BALCONY, PORCH, PATIO, TERRACE, OR SIMILAR IMPROVEMENT ASSOCIATED WITH A UNIT.



**Strayer Surveying & Mapping, Inc.**  
763 Shomrock Boulevard  
Venice, Florida 34293  
Phone (941) 496-9488  
Fax (941) 497-6186  
335 Tomkowi Trail  
Port Charlotte, Florida 33953  
Phone (941) 624-4900  
Fax (941) 624-3471

- INDEX OF SHEETS:
- SHEET 1 - COVER SHEET
  - SHEET 2 - SURVEY & PLOT PLAN
  - SHEET 3 - 4 - UNIT FLOOR PLANS
  - SHEET 5 - 6 - GARAGE PLANS
  - SHEET 7 - 8 - ELEVATION VIEWS







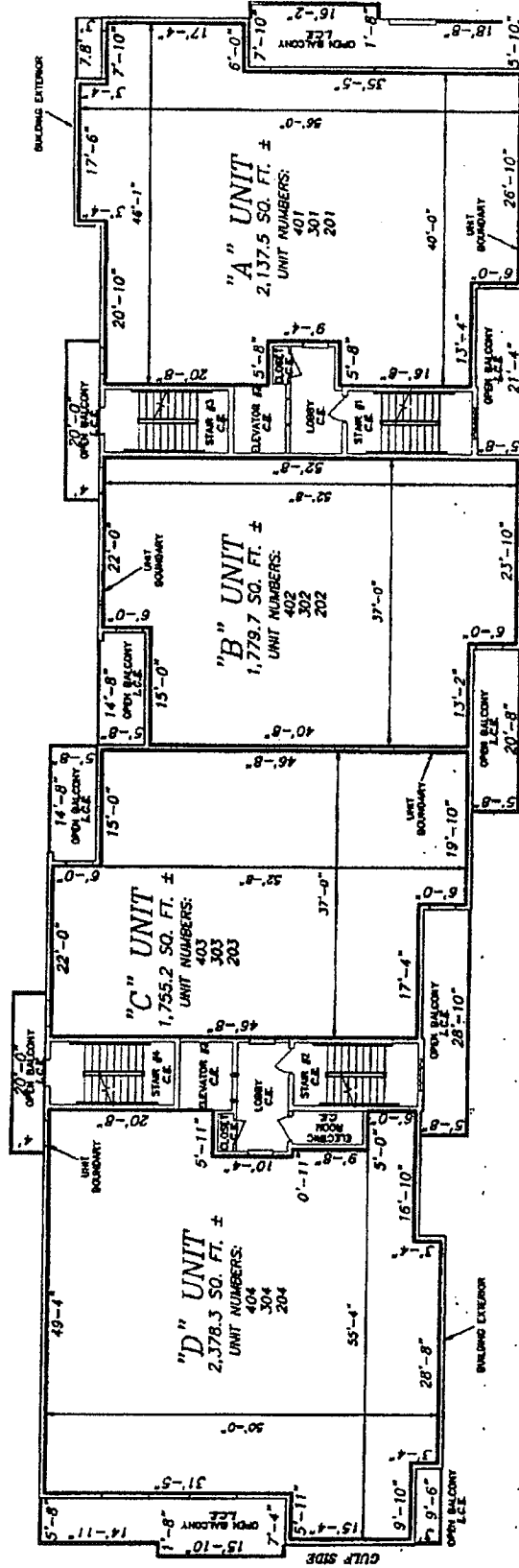
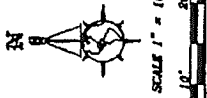
LEGEND  
 C.E. = COMMON ELEMENT  
 C.C.E. = LIMITED COMMON ELEMENT  
 S.F. = SQUARE FEET

# SUNRISE POINTE

A CONDOMINIUM

SECTION 12, TOWNSHIP 41 SOUTH, RANGE 19 EAST  
 CHARLOTTE COUNTY, FLORIDA.

CONDOMINIUM BOOK 15, PAGE 300  
 SHEET 3 OF 8 SHEETS



NOTE: All unit dimensions refer to inside dimensions of the unit and are subject to slight variances which may occur during construction.

BUILDING #1  
 UNIT FLOOR PLAN  
 (SHOWN IN FEET & INCHES)  
 2225 NORTH BEACH ROAD



**Strayer Surveying & Mapping, Inc.**

763 Shamrock Boulevard  
 Venice, Florida 34293  
 Phone (941) 496-9488  
 Fax (941) 497-6186  
 e-mail address - strayersurveying@comcast.net

335 Tamiami Trail  
 Port Charlotte, Florida 33953  
 Phone (941) 624-4900  
 Fax (941) 624-3471  
 e-mail address - pctstrayer@comcast.net

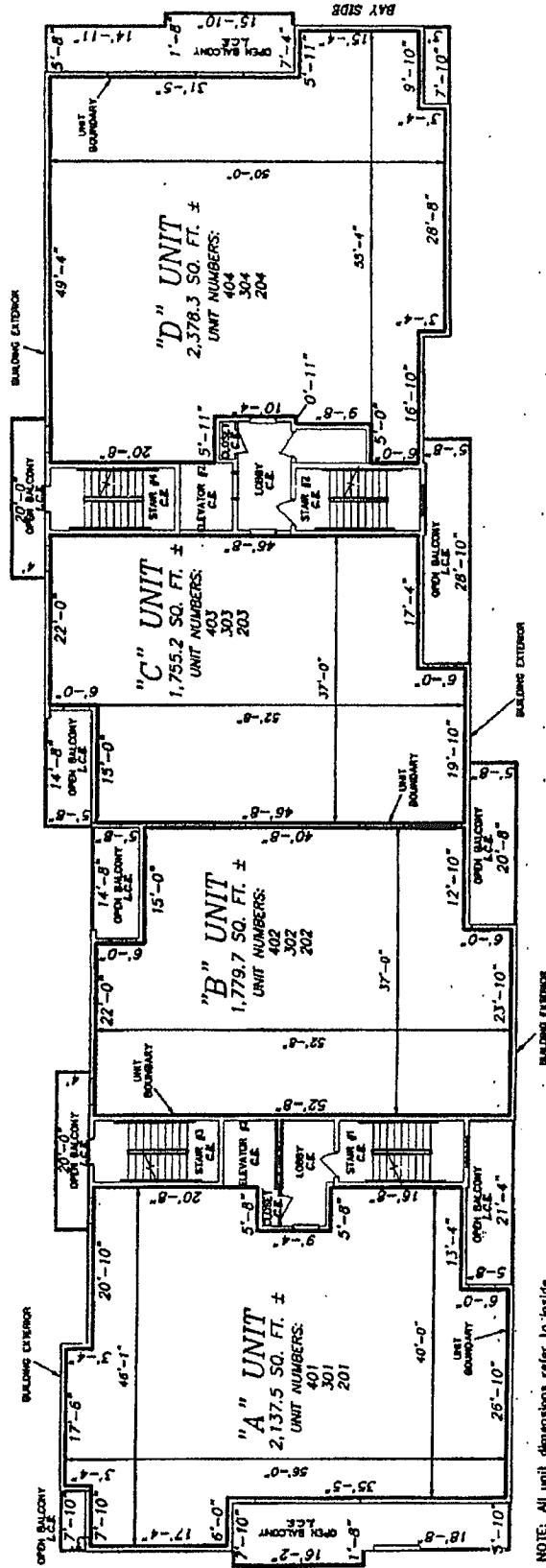
CONDOMINIUM BOOK, 15 PAGES  
SHEET 4 OF 8 SHEETS

**SUNRISE POINTE**

A CONDOMINIUM

IN  
SECTION 12, TOWNSHIP 41 SOUTH, RANGE 19 EAST  
CHARLOTTE COUNTY, FLORIDA.

LEGEND  
C.C. = COMMON ELEMENT  
C.E. = COMMON ELEMENT  
S.Q. FT. = SQUARE FEET



NOTE: All unit dimensions refer to inside dimensions of the unit and are subject to slight variances which may occur during construction.

**BUILDING #2  
UNIT FLOOR PLAN  
(SHOWN IN FEET & INCHES)**  
  
2245 NORTH BEACH ROAD



**Strayer Surveying & Mapping, Inc.**

763 Shamrock Boulevard  
Venice, Florida 34293  
Phone (941) 496-9488  
Fax (941) 497-6186  
e-mail address - strayer@strayermg.com  
335 Tamiami Trail  
Port Charlotte, Florida 33953  
Phone (941) 624-4900  
Fax (941) 624-3471  
e-mail address - pcstrayer@concast.net

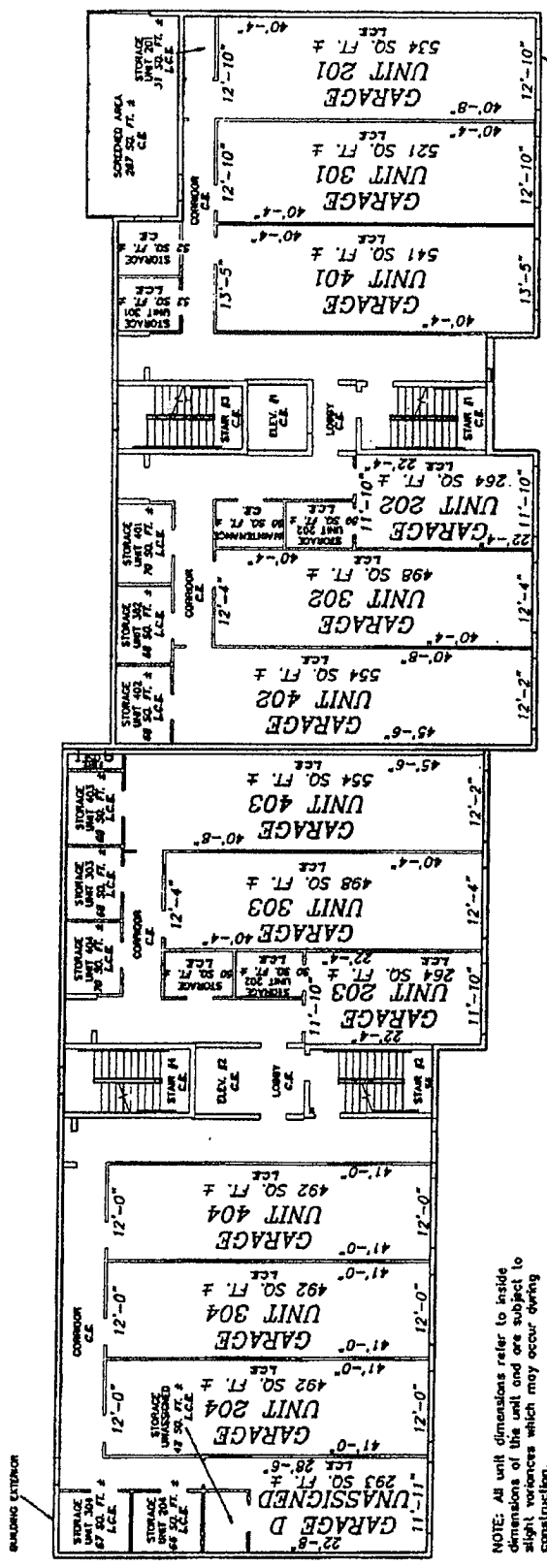
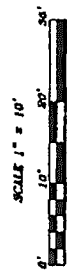
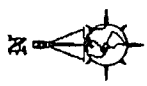
**LEGEND**  
 C.E. = COMMON ELEMENT  
 L.C.E. = LIMITED COMMON ELEMENT  
 S.C. = STORAGE ELEMENT

# SUNRISE POINTE

A CONDOMINIUM  
 IN

SECTION 12, TOWNSHIP 41 SOUTH, RANGE 19 EAST  
 CHARLOTTE COUNTY, FLORIDA.

CONDOMINIUM BOOK 15, PAGE 20  
 SHEET 5 OF 8 SHEETS



**BUILDING #1  
 GARAGE LEVEL  
 (SHOWN IN FEET & INCHES)**

2225 NORTH BEACH ROAD

NOTE: All unit dimensions refer to inside dimensions of the unit and are subject to slight variances which may occur during construction.



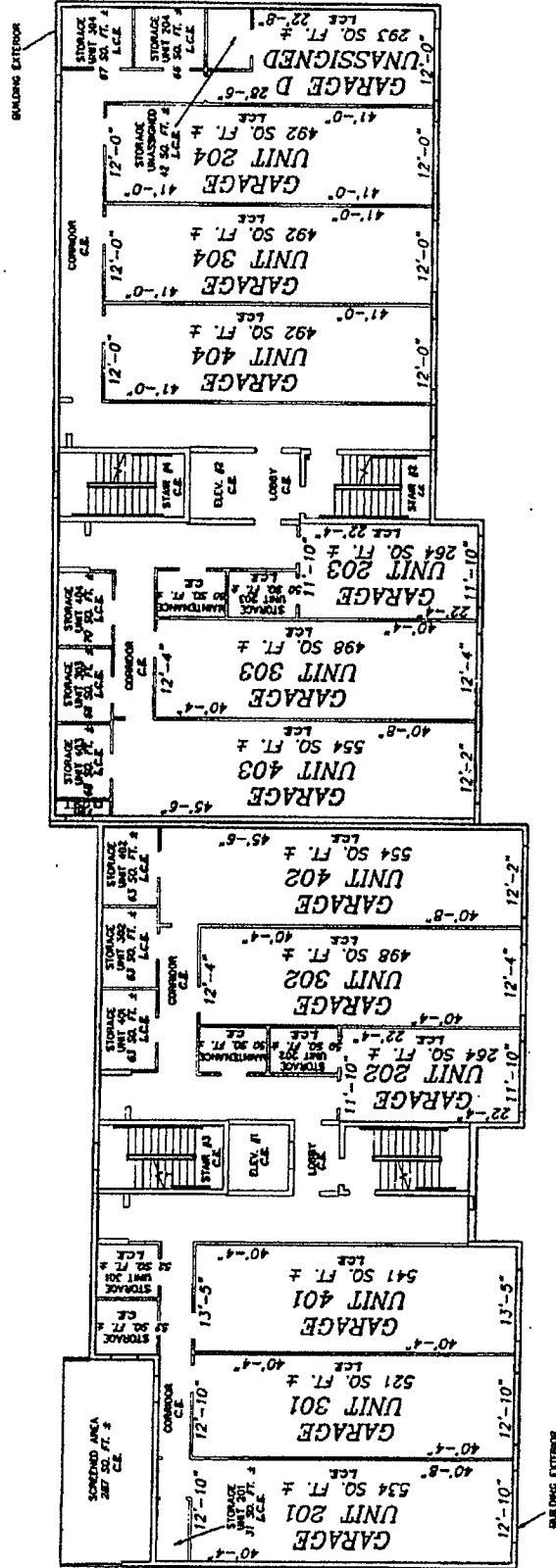
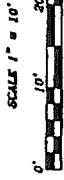
**Strayer Surveying & Mapping, Inc.**  
 335 Tamiami Trail  
 Port Charlotte, Florida 33953  
 Phone (941) 624-4900  
 Fax (941) 624-3471  
 e-mail address - pstroye@comcast.net

# SUNRISE POINTE

A CONDOMINIUM

IN  
SECTION 12, TOWNSHIP 41 SOUTH, RANGE 19 EAST  
CHARLOTTE COUNTY, FLORIDA.

**LEGEND**  
 L.C.E. = COMMON ELEMENTS  
 S.C.E. = STORAGE ELEMENTS  
 S.F. = SQUARE FEET



BUILDING #2  
GARAGE LEVEL  
(SHOWN IN FEET & INCHES)

2245 NORTH BEACH ROAD

NOTE: All unit dimensions refer to inside dimensions of the unit and are subject to slight variances which may occur during construction.



**Strayer Surveying & Mapping, Inc.**

335 Tamiami Trail  
Port Charlotte, Florida 33953  
Phone (941) 624-4900  
Fax (941) 624-3471  
e-mail address - [strayer@mip.com](mailto:strayer@mip.com)

763 Shamrock Boulevard  
Venice, Florida 34293  
Phone (941) 496-9488  
Fax (941) 497-6186  
e-mail address - [strayer@mip.com](mailto:strayer@mip.com)

# SUNRISE POINTE

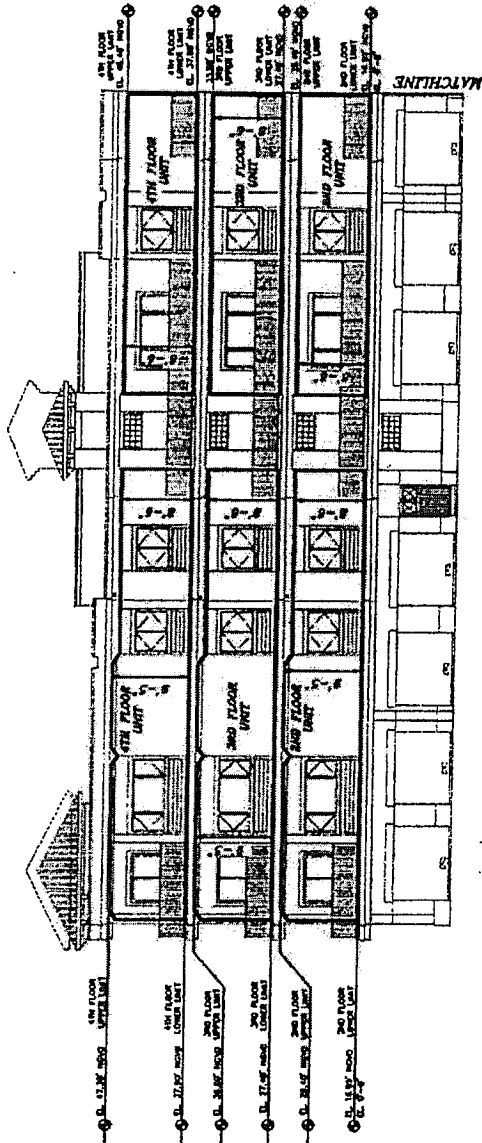
A CONDOMINIUM

IN  
SECTION 12, TOWNSHIP 41 SOUTH, RANGE 19 EAST  
CHARLOTTE COUNTY, FLORIDA.

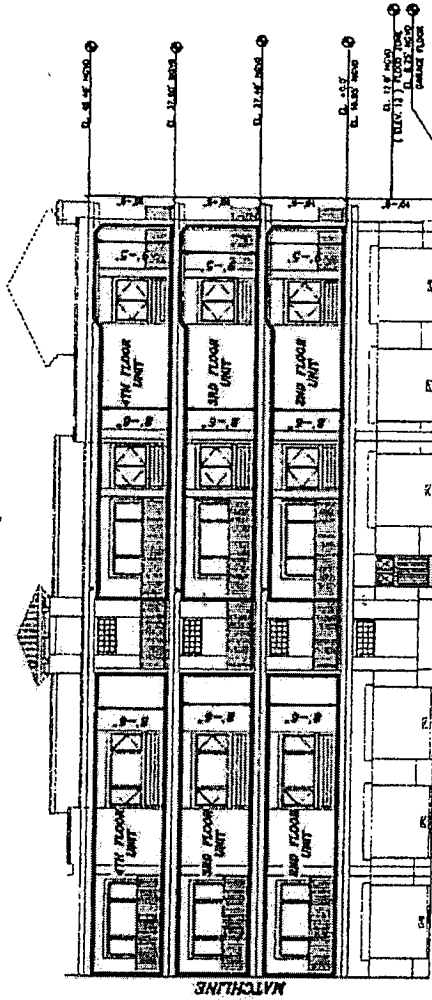
LEGEND  
EL - ELEVATION  
MFP - NATIONAL GEODETIC METRIC DATUM



SCALE 1" = 10'



ELEVATION VIEW  
BUILDING 1



ELEVATION VIEW  
BUILDING 1



**Strayer Surveying & Mapping, Inc.**

763 Shamrock Boulevard  
Venice, Florida 34293  
Phone (941) 496-9488  
Fax (941) 497-6186  
e-mail address - strayersurveying@comcast.net

NOTE: All unit dimensions refer to inside dimensions of the unit and are subject to slight variances which may occur during construction.

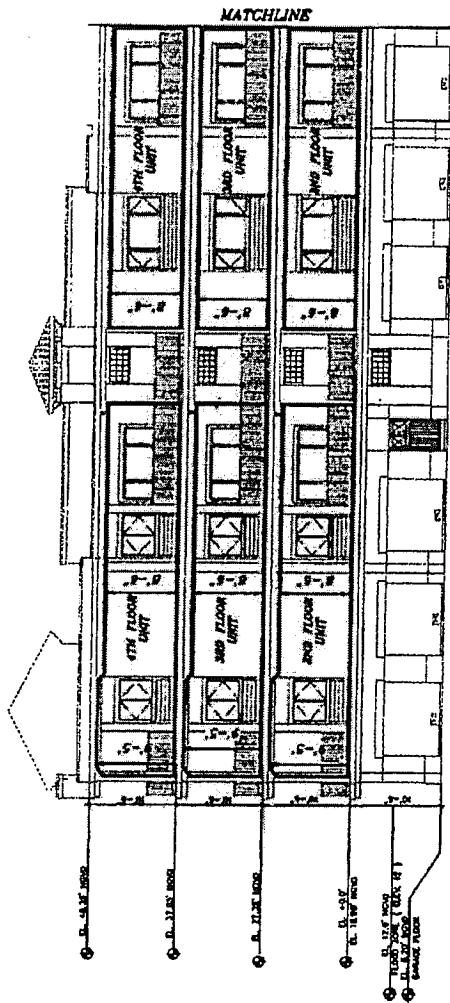
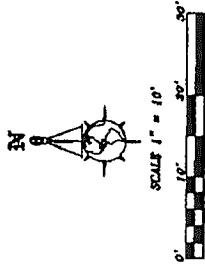
LEGEND  
 EL = ELEVATION  
 NAD83 = NATIONAL GEODETIC VERTICAL DATUM

# SUNRISE POINTE

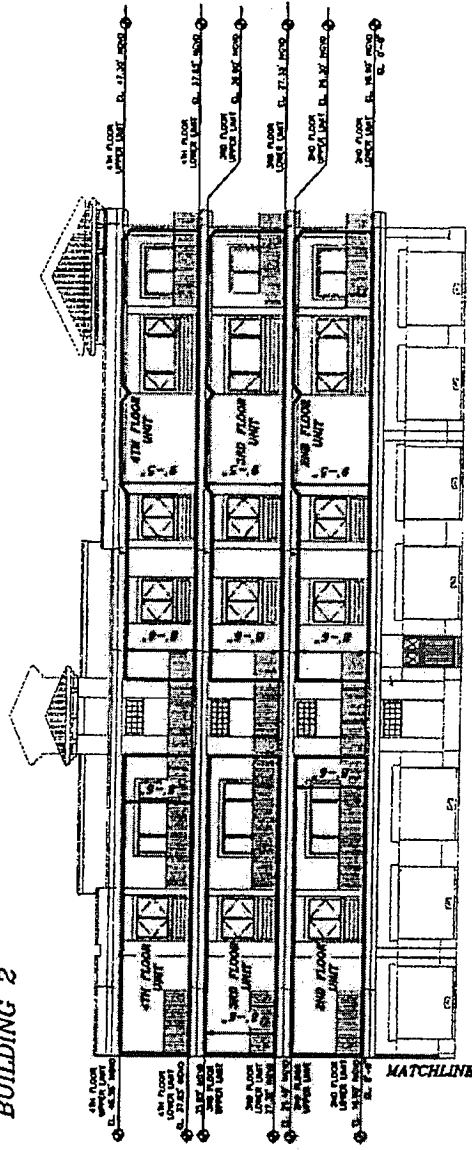
IN  
 A CONDOMINIUM

SECTION 12, TOWNSHIP 41 SOUTH, RANGE 19 EAST  
 CHARLOTTE COUNTY, FLORIDA.

CONDOMINIUM BOOK, 15, PAGE 804  
 SHEET 8 OF 8 SHEETS



ELEVATION VIEW  
 BUILDING 2



ELEVATION VIEW  
 BUILDING 2

NOTE: All unit dimensions refer to inside dimensions of the unit and are subject to slight variances which may occur during construction.

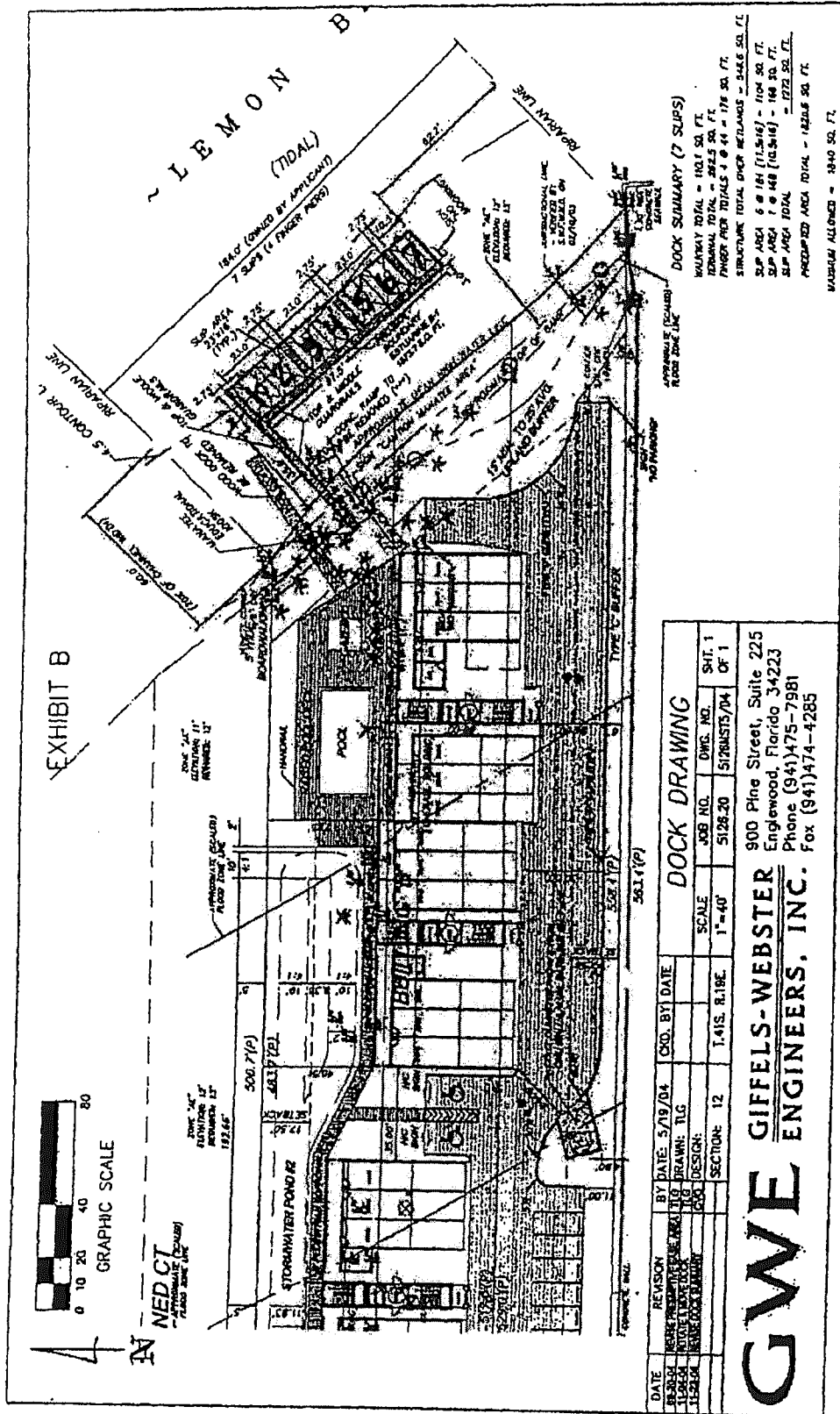


**Strayer Surveying & Mapping, Inc.**

763 Shorrocks Boulevard  
 Venice, Florida 34293  
 Phone (941) 496-9488  
 Fax (941) 497-6186  
 e-mail address - strayer@strayer.com

335 Tomiami Trail  
 Port Charlotte, Florida 33953  
 Phone (941) 624-4900  
 Fax (941) 624-3471  
 e-mail address - pck@strayer.com

Second Addendum to  
Exhibit "A-1"



BARBARA T. SCOTT, CHARLOTTE COUNTY CLERK OR BOOK 2963, PGS 575-583 9 pg(s)  
INSTR # 1548680 Doc Type AGR, Recorded 05/10/2006 at 08:53 AM Rec. Fee:  
\$78.00 Cashier, By: MONICAA

100  
100

Record & Return to:  
LandAmerica - Cecile Ehrnberger  
8928 Brittany Way  
Tampa, FL 33619  
File # A-5033 ★

This Instrument Prepared By:  
Kathy C. Griffin  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE

No. 080035273  
PA No. 44025136.001

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Sunrise Points Condominium Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land in Section 12,  
Township 41 South, Range 19 East, in Lemon Bay,  
Charlotte County, containing 1,821 square feet, more or less,  
as is more particularly described and shown on Attachment A,  
dated November 8, 2004.

TO HAVE THE USE OF the hereinabove described premises for a period of 2 years from December 28, 2004, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. **USE OF PROPERTY:** The Lessee is hereby authorized to construct and operate a 2-tin boat docking facility exclusively to be used for mooring of recreational vessels in conjunction with an upland private multi-family residential development, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and without liveboards as defined in paragraph 29, as shown and conditioned in Attachment A, and the Southwest Florida Water Management District Consolidated Environmental Resource Permit No. 44025136.001, dated December 28, 2004, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this Lease.

2. **LEASE FEES:** The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$476.56 and 25 percent surcharge, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires.

[05]

Q



3. **WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT:** (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(26), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the leased docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder.

4. **LATE FEE ASSESSMENTS:** The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees due hereunder which are not paid within 30 days of their due dates.

5. **EXAMINATION OF LESSEE'S RECORDS:** For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. **MAINTENANCE OF LESSEE'S RECORDS:** The Lessee shall secure, maintain, and keep all records for the entire term of this lease, plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease payment verification purposes by the Lessor.

7. **AGREEMENT TO EXTENT OF USE:** This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the Southwest Florida Water Management District, Consolidated Environmental Resource Permit. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. **PROPERTY RIGHTS:** The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. **INTEREST IN RIPARIAN UPLAND PROPERTY:** During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

11. **INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS:** The Lessor shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. **VENUE:** Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. **NOTICES/COMPLIANCE/TERMINATION:** The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Sunrise Pointe Condominium Association, Inc.  
Attn: Ms. Darcy Gurnell  
550 West C Street, Suite 1000  
San Diego, CA 32101

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

14. **TAXES AND ASSESSMENTS:** The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

15. **NUISANCES OR ILLEGAL OPERATIONS:** The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. **MAINTENANCE OF FACILITY/RIGHT TO INSPECT:** The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. **NON-DISCRIMINATION:** The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. **ENFORCEMENT OF PROVISIONS:** No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

19. **PERMISSION GRANTED:** Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

20. **RENEWAL PROVISIONS:** Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and created thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon all common property described in that certain Declaration of Condominium recorded in Official Records Book 02718, page 1575, public records of Charlotte County, Florida.

21. **REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES:** If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

22. **REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY:** Any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its riparian upland property enforceable in summary proceedings as provided by law.

23. **RECORDATION OF LEASE:** The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

24. **RIPIARIAN RIGHTS/FINAL ADJUDICATION:** In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

25. **AMENDMENTS/MODIFICATIONS:** This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

**26. ADVERTISEMENTS/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL**

**ACTIVITIES/MINOR STRUCTURAL REPAIRS:** No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

**27. ACOE AUTHORIZATION:** Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

**28. COMPLIANCE WITH FLORIDA LAWS:** On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

**29. LIVEABOARDS:** The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

**30. GAMBLING VESSELS:** During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

**31. SPECIAL LEASE CONDITION:** The Lessee shall amend the Declaration of Condominium documents to include a specific reference to Sovereignty Submerged Lands Lease No. 080035275 by December 28, 2009 and shall provide the Lessor a copy of the recorded, modified document evidencing this specific reference.

WITNESSES:  
*Kathy C. Griffin*  
 Original Signature  
 Kathy C. Griffin  
 Print/Type Name of Witness  
*[Signature]*  
 Original Signature  
 Brent Branning  
 Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA  
 BY: *[Signature]*  
 Jeffery M. Gentry, Operations and Management Consultant, Manager, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27th day of February, 2008 by Jeffery M. Gentry, Operations and Management Consultant, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:  
*[Signature]*  
 DHP Attorney

*Kathy C. Griffin*  
 Notary Public, State of Florida  
*Kathy C. Griffin*  
 Printed, Typed or Stamped Name

My Commission Expires: Kathy C. Griffin  
 My Commission 00263387  
 Expires October 30, 2007  
 Commission/Serial No. \_\_\_\_\_

WITNESSES:  
*[Signature]*  
 Original Signature  
 Michael K Marks  
 Typed/Printed Name of Witness  
*[Signature]*  
 Original Signature  
 Lisa Holyfield  
 Typed/Printed Name of Witness

Sunrise Points Condominium Association, Inc.,  
a Florida nonprofit corporation (SEAL)

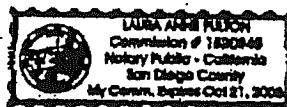
BY: *[Signature]*  
 Original Signature of Executing Authority  
 Jim Tyler  
 Typed/Printed Name of Executing Authority  
 Vice President  
 Title of Executing Authority (Corp Seal)

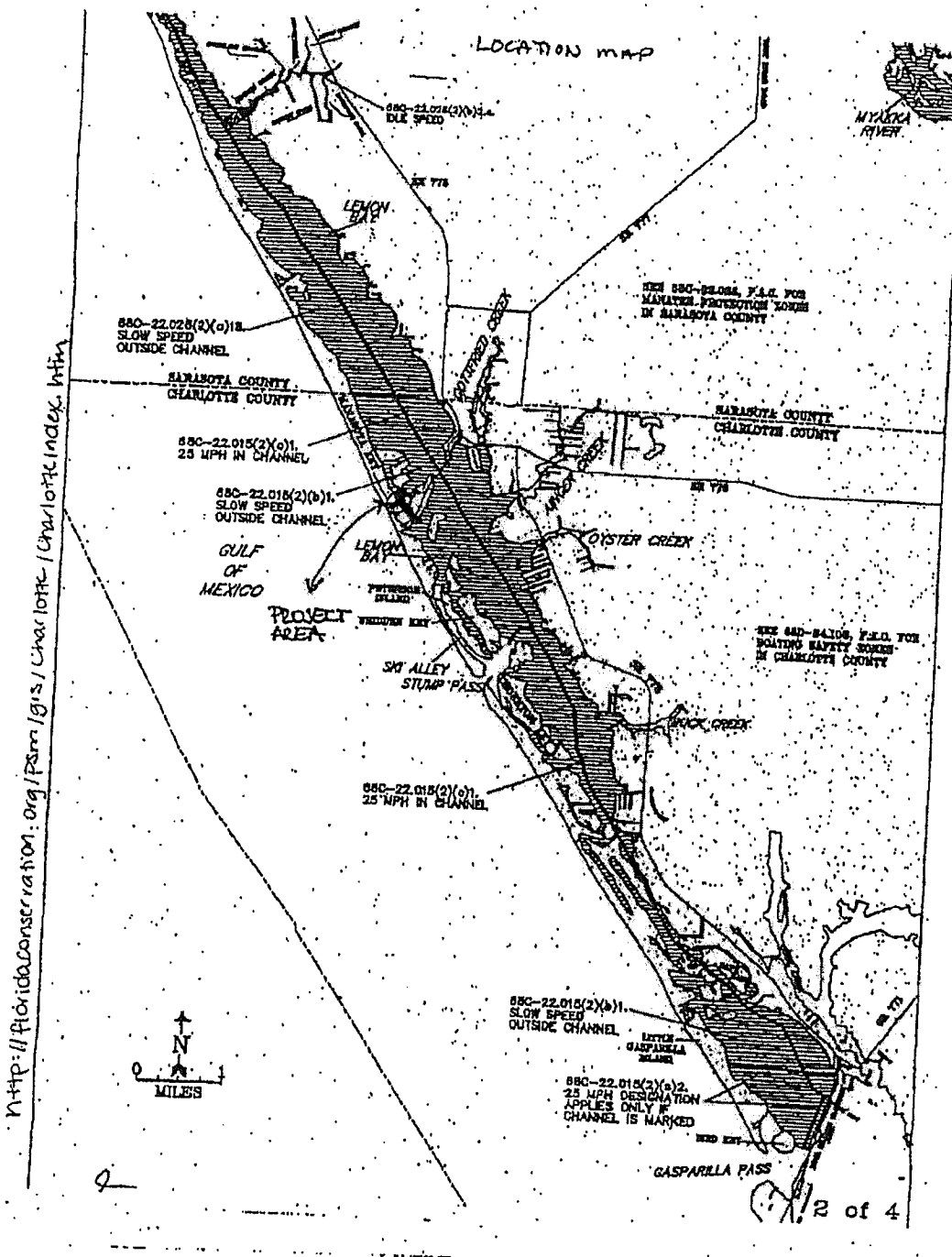
"LESSEE"

STATE OF California  
COUNTY OF San Diego

The foregoing instrument was acknowledged before me this 17th day of February, 2008, by Jim Tyler as Vice President of Sunrise Points Condominium Association, Inc., a Florida nonprofit corporation, for and on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_ as identification.

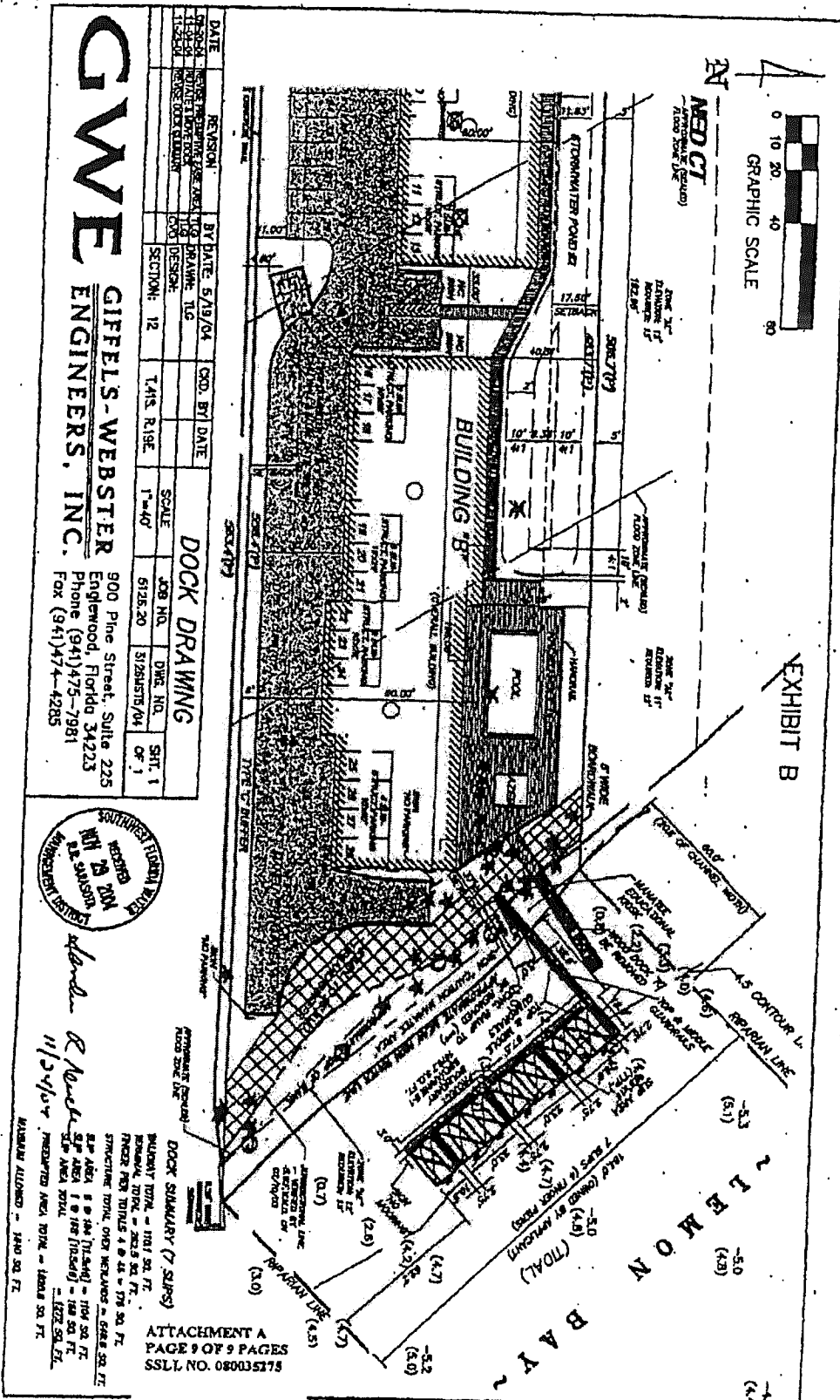
My Commission Expires: \_\_\_\_\_  
 Notary Signature  
 Notary Public, State of California  
Laura Anne Nelson  
 Printed, Typed or Stamped Name





ATTACHMENT A  
PAGE 7 OF 9 PAGES  
SSLL NO. 080035275





CERTIFIED: A TRUE COPY OF THE ORIGINAL  
BY *[Signature]*  
BARBARA T. SCOTT, CLERK





KF ★ #1347 Land America Lawyer's Title

Prepared by and Return to:  
Christopher C. Brockman, Esquire  
Holland & Knight LLP  
200 S. Orange Avenue, Suite 2600  
Orlando, FL 32801

BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY  
OR BOOK 3195, PGS 25-33 9 pg(s)  
INSTR # 1691439  
Doc Type CND, Recorded 08/03/2007 at 03:49 PM  
Rec. Fee: \$78.00  
Cashiered By: KENYAF Doc. #:1

SECOND AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
SUNRISE POINTE, A CONDOMINIUM

THIS SECOND AMENDMENT ("Amendment") is made effective as of the 20<sup>th</sup> day of March, 2007, by LEMON BAY HORIZONS, L.L.C., a Florida limited liability company ("Developer") and SUNRISE POINTE CONDOMINIUMS ASSOCIATION, INC., a Florida corporation ("Association").

RECITALS:

A. Developer has subjected certain property to the condominium form of ownership as more fully described in the Declaration of Condominium of Sunrise Pointe, a Condominium ("Original Declaration"), recorded in Official Records Book 2718, Page 1575, as amended by that certain First Amendment to the Declaration of Condominium of Sunrise Pointe, a Condominium ("First Amendment"), recorded in Official Records Book 3041, Page 1045, all in the Public Records of Charlotte County, Florida (collectively, the "Declaration").

B. Sunrise Pointe, a Condominium, ("Condominium") is a condominium created under the Declaration pursuant to Chapter 718, Florida Statutes.

C. Association is the condominium association created to manage the Condominium.

D. The Developer and the Association desire to modify the Declaration, as set forth herein.

E. The modifications to the Declaration, set forth herein, have been properly noticed and approved by the Developer and the Association and the requisite Unit Owners, as provided in Section 13 of the Declaration, at its January 22, 2007 meeting, and this Amendment shall serve as the certification of the Association certifying that the amendments to the Declaration referenced herein were duly adopted.

NOW, THEREFORE, in consideration of the premises, the Developer and the Association hereby amend the Declaration as follows:

1. The Addendum to Exhibit "A-1", which was attached to the First Amendment is modified to clarify the unit designations referenced therein, as set forth in the Affidavit Clarifying Building Unit Designation attached hereto and incorporated herein by this

reference. All references to Exhibit "A-1" herein and in the Declaration shall mean and refer to the Exhibit "A-1", as previously amended, contained within the Declaration, together with the Affidavit Clarifying Building Unit Designation attached hereto and made a part hereof.

2. Section 8.4 of the Declaration is hereby deleted in its entirety and replaced with the following:

"8.4. Insurance Trustee; Shares of Proceeds. All proceeds from insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their Mortgagees, as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Association, in trust, or to an insurance trustee, which shall be a bank with trust powers doing business in Charlotte County, Florida, approved by the Board of Directors of the Association (said party to be referred to herein in such capacity as the "Insurance Trustee"); as soon as practicable following a casualty the Board of Directors shall designate whether the Association or a bank with trust powers, as aforesaid, shall act as Insurance Trustee with regard to disbursement of proceeds covering property losses from that event. The Insurance Trustee shall not be liable for payment of premiums nor 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 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:".

3. Section 10.18 of the Declaration is hereby amended by adding the following paragraph at the beginning of the Section:

"There is a sovereignty submerged land lease associated with this Condominium. All or a portion of the dock/wet slip/marina (or other water dependent structure) is situated on sovereignty submerged lands which have been leased from the State of Florida. The lease term is five years. The lease may be renewed subject to compliance with lease provisions and applicable law. Neither the sovereignty submerged land, nor the leasehold interest therein, nor the facilities that exist on the leasehold (the Dock, as defined below) are being submitted to condominium ownership"

4. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego

On July 13, 2007 before me, Kristin Slade, Notary Public

personally appeared Michael K. Marks

personally known to me

(or proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Kristin Slade  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

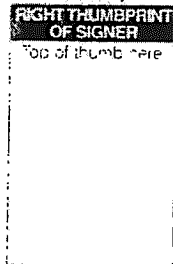
**Description of Attached Document**

Title or Type of Document: Second Amendment to the Declaration of Condominium of Sunrise Pointe, A Condominium  
Document Date: 3/20/07 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

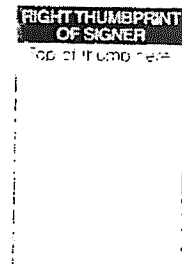
**Capacity(ies) Claimed by Signer(s)**

- Signer's Name: Michael K. Marks
- Individual
- Corporate Officer — Title(s): Secretary
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: Lemon Bay Therapies, LLC

- Signer's Name: \_\_\_\_\_
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signed in the presence of:

SUNRISE POINTE CONDOMINIUM ASSOCIATION, INC., a Florida corporation

MICHELLE WHITE  
Print Name: MICHELLE WHITE

By: [Signature]  
Name: Michael K. Marks  
Title: Secretary

[Signature]  
Print Name: [Signature]

[CORPORATE SEAL]

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing Second Amendment to the Declaration was joined in and consented to and acknowledged before me, this \_\_\_ day of \_\_\_\_\_, 2007, by \_\_\_\_\_, as \_\_\_\_\_ of SUNRISE POINTE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of said corporation. He/She [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

*see attached Acknowledgment*

\_\_\_\_\_  
Signature of Person Taking Acknowledgment  
Print Name: \_\_\_\_\_  
Title: Notary Public  
Serial No. (if any): \_\_\_\_\_  
  
Commission Expires: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

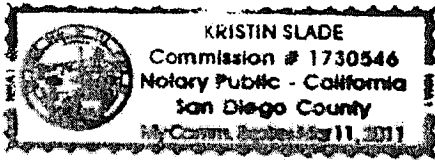
County of San Diego

On July 13, 2007 before me, Kristin Slade, Notary Public

personally appeared Michael K. Marks

personally known to me

(or proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Kristin Slade  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Second Amendment to The Declaration of Condominium of Sunrise Pointe, A Condominium

Document Date: 3/20/07 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Michael K. Marks

- Individual
- Corporate Officer — Title(s): Secretary
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: Sunrise Pointe Condominium Association, Inc.

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: \_\_\_\_\_

MORTGAGEE'S CONSENT AND JOINDER

The undersigned hereby certifies that M&I Marshall & Ilsley Bank f/k/a Gold Bank, is the holder of a mortgage recorded in Public Records Book 2457, Page 1996, Public Records of Charlotte County, Florida, and related documents, which encumber the property described in the foregoing "Second Amendment to the Declaration of Condominium of Sunrise Pointe, a Condominium" and that M&I Marshall & Ilsley Bank f/k/a Gold Bank shall and does hereby consent to and join in the foregoing Second Amendment to the Declaration of Condominium of Sunrise Pointe, a Condominium, this 26<sup>th</sup> day of July, 2007.

M&I Marshall & Ilsley Bank f/k/a Gold Bank, a WI Bank

Witnesses:

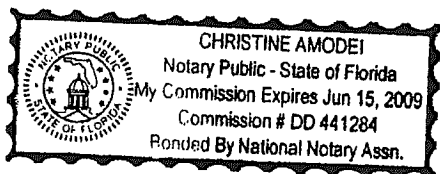
Christine Amodei  
Name: Christine Amodei

Bonnie S. Anderson  
Name: Bonnie S. Anderson

By: [Signature]  
Name: Community Bank President  
Title: Dave Palmer

STATE OF Florida )  
COUNTY OF Charlotte )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2007, by David Palmer, as Bank Pres. of M&I Marshall & Ilsley Bank f/k/a Gold Bank, a WI Bank, who [ ] is personally known to me or [ ] has produced his driver's license as identification and who did not take an oath.



Christine Amodei  
Signature of Person Taking Acknowledgment.  
Print Name: Christine Amodei  
Title: Notary Public  
Serial No. (if any): \_\_\_\_\_

Commission Expires: 6/15/09

# STRAYER SURVEYING & MAPPING, INC.

## AFFIDAVIT CLARIFYING BUILDING UNIT DESIGNATION

BEFORE ME, the undersigned authority, personally appeared ROBERT B. STRAYER, JR. ("Affiant"), who upon being duly sworn according to law, deposes and says:

1. Affiant is a Surveyor and Mapper authorized to practice in the state of Florida, and has personal knowledge of the matters set forth herein, and is authorized to give this affidavit.

2. This Affidavit is being made to clarify the unit numbers for Sunrise Pointe Condominiums on Manasota Key, Florida, as set forth below:

### Building 1:

Unit A: #201 is also known as A-1; #301 is also known as A-2; #401 is also known as A-3

Unit B: #202 is also known as B-1; #302 is also known as B-2; #402 is also known as B-3.

Unit C: #203 is also known as C-1; #303 is also known as C-2; #403 is also known as C-3

Unit D: #204 is also known as D-1; #304 is also known as D-2; #404 is also known as D-3

### Building 2:

Unit A: #201 is also known as A-1; #301 is also known as A-2; #401 is also known as A-3

Unit B: #202 is also known as B-1; #302 is also known as B-2; #402 is also known as B-3

Unit C: #203 is also known as C-1; #303 is also known as C-2; #403 is also known as C-3

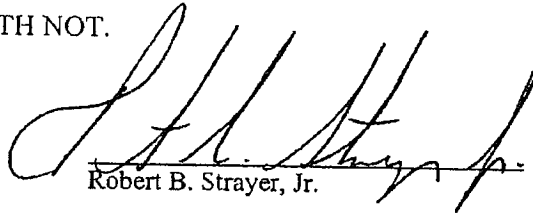
Unit D: #204 is also known as D-1; #304 is also known as D-2; #404 is also known as D-3

3. This Affidavit is being made to clarify a discrepancy between the building unit designations contained in Exhibit A-1 of the Declaration of Condominium of Sunrise Pointe,



recorded at Official Records Book 2718, Page 1575, and Addendum to Exhibit A-1 contained in the First Amendment to the Declaration of Condominium of Sunrise Pointe, recorded at Official Records Book 3041, Page 1045, both of the Public Records of Charlotte County, Florida.

FURTHER AFFIANT SAYETH NOT.

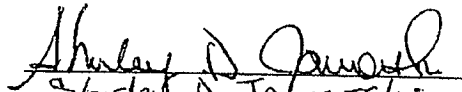
  
Robert B. Strayer, Jr. 1/29/07

STATE OF FLORIDA  
COUNTY OF ~~ORANGE~~ CHARLOTTE

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of January, 2007, by ROBERT B. STRAYER, JR., who is personally known to me or has produced \_\_\_\_\_ as Identification.

(seal)



  
Shirley D. Jaworski  
Notary Public-State of Florida  
Commission Number: DD 548419

# 4307881\_v1



Prepared by and Return to:  
Melissa K. Nelson, Esq.  
Holland & Knight LLP  
50 North Laura Street, Suite 3900  
Jacksonville, Florida 32202

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT  
OR BOOK 3349, PGS 2034-2044 11 pg(s)  
INSTR # 1818421  
Doc Type CND, Recorded 01/08/2009 at 02:30 PM  
Rec. Fee: \$95.00  
Cashiered By: CAROLINEH Doc. #1

**THIRD AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OF  
SUNRISE POINTE CONDOMINIUM**

**THIS AMENDMENT** ("Amendment") is made this 16<sup>th</sup> day of January, 2009, by Lemon Bay Horizons, L.L.C., a Florida limited liability company ("Developer").

**RECITALS:**

- A. Developer has subjected certain property to the condominium form of ownership as more fully described in the Declaration of Condominium of Sunrise Pointe Condominium, recorded in Official Records Book 2718, page 1575, as amended by that Amendment to the Declaration of Condominium of Sunrise Pointe Condominium, recorded on September 22, 2006 in Official Records Book 3041, page 1045, as further amended by that Amendment to the Declaration of Condominium of Sunrise Pointe Condominium, recorded on August 3, 2007 in Official Records Book 3195, page 25, all of the public records of Charlotte County, Florida (collectively referred to herein as "Declaration").
- B. The Developer desires to amend the Declaration to add in restrictions on pets, add language regarding leases and to record in the public records the Articles of Incorporation.
- C. Pursuant to Section 13.2 of the Declaration, this Amendment requires the approval of at least seventy-five percent (75%) of the members of the Association, which approval was obtained at a duly called meeting of the members of the Association.

**NOW, THEREFORE**, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. The following shall be added as Section 10.7.6:

Not more than two (2) pets (which shall be limited to domesticated dog or cat) may be maintained in a Unit provided such pet is: (a) not in excess of forty (40) pounds fully grown; (b) permitted to be so kept by applicable laws and regulations; (c) not left unattended on patio and/or balcony areas; (d) generally, not a nuisance or unreasonable disturbance to residents of other Units or of neighboring buildings; (e) not a pit bull or other breed considered to be dangerous by the Board of Directors; (f) on a leash at all times the pet is on any portion of the Condominium Property (except the Owner's Unit) and (g) not allowed in the exercise room, on the boat docks or in the fenced-in pool area. All pets must be registered with the Association. Each Unit Owner is required to pick up, remove and properly dispose of litter deposited by their pet on the Condominium Property. Each Unit Owner or occupant who owns a pet assumes full liability and responsibility, financial or otherwise, for personal injuries, death or property damage caused by such pet or for any injuries or death of any pet, and each Unit Owner and occupant agree to defend, fully indemnify and hold the Board of Directors, the Developer, each Unit Owner, the Association and their employees or contractors harmless against

any loss, claim or liability of any kind or character whatsoever arising or growing out of the privilege of having a pet at the Condominium. Any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet must be promptly cleaned, repaired or replaced, as necessary, by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefore. A violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. Tenants may have pets subject to the foregoing restrictions, regulations and rights of the Association.

2. The following shall be added to Section 10.8:

A copy of every lease must be provided to the Association prior to the commencement of the lease. Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits hereto) and with any and all Rules and Regulations adopted by the Association from time to time (before or after the execution of the lease).

The lease of a Unit for a term of six (6) months or less is subject to a tourist development tax assessed pursuant to Section 125.0104, Florida Statutes. A Unit Owner leasing his or her Unit for a term of six (6) months or less agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, arising out of the failure of such Unit Owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida with respect to rental payments or other charges under the lease, and such Unit Owner shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease.

3. Exhibit "A-2" referred to in Section 2.9.3 of the Declaration is amended to add the Articles of Incorporation as set forth in Addendum to Exhibit "A-2" attached hereto and made a part hereof. All references to Exhibit "A-2" in the Declaration shall mean and refer to the Exhibit "A-2" contained within the Declaration, as amended, together with the Addendum to Exhibit "A-2" attached hereto and made a part hereof.

4. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

# 5544585\_v3

IN WITNESS WHEREOF, this Amendment to the Declaration of Condominium has been duly executed on this 6<sup>th</sup> day of January, 2009.

Witnesses:

By: [Signature]  
Print Name: Melba G. Carrillo

By: [Signature]  
Print Name: RUSA HARVEY

LEMON BAY HORIZONS, L.L.C.,  
a Florida limited liability company

By: [Signature]  
Print Name: Michael R. Marks  
Its: President & Secretary

[Corporate Seal]

STATE OF California  
COUNTY OF San Diego

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of January, 2009, by Michael R. Marks, the President & Sec. of Lemon Bay Horizons, L.L.C., a Florida limited liability company, on behalf of the limited liability companies. He is X personally known to me or X produced CA driver's license as identification.



[Signature]  
Print Name Kristin Johnson  
Notary Public State of California  
My commission expires: March 11, 2011  
Commission Number 1730546  
(SEAL)

# 5544585\_v3

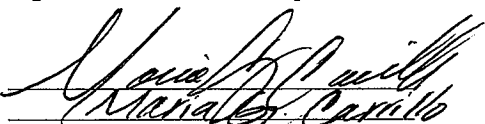
**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OF  
SUNRISE POINTE CONDOMINIUM**

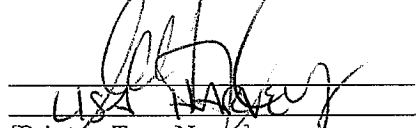
This Certificate of Amendment to the Declaration of Condominium of Sunrise Pointe Condominium ("Declaration"), has been duly executed and is being recorded in the public records of Charlotte County, Florida, to amend the original Declaration.


The Amendment to the Declaration ("Amendment") was approved by the requisite seventy-five percent (75%) of the members of the Sunrise Pointe Condominium Association at a duly called meeting held on December 11, 2008.

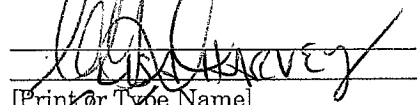
This Certificate of Amendment shall be effective as of the date of recording hereof.

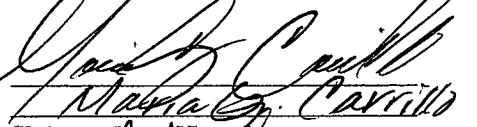
Signed and sealed in the presence of:

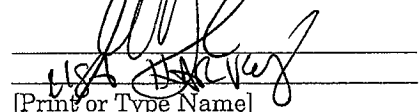
  
\_\_\_\_\_  
[Print or Type Name]

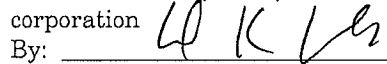
  
\_\_\_\_\_  
[Print or Type Name]

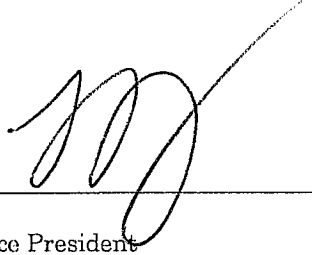
  
\_\_\_\_\_  
[Print or Type Name]

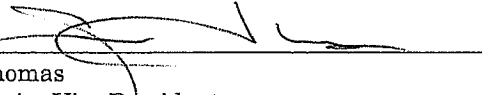
  
\_\_\_\_\_  
[Print or Type Name]

  
\_\_\_\_\_  
[Print or Type Name]

  
\_\_\_\_\_  
[Print or Type Name]

**SUNRISE POINTE CONDOMINIUM  
ASSOCIATION, INC.**, a Florida not-for-profit  
corporation   
By: \_\_\_\_\_  
Michael Marks  
Its: President and Secretary  
January 6, 2009

By:   
\_\_\_\_\_  
Louis Alonso  
Its: Senior Vice President  
January 6, 2009

By:   
\_\_\_\_\_  
Joe Thomas  
Its: Senior Vice President  
January 6, 2009

The undersigned, Michael Marks, certifies that he is the duly elected or appointed, qualified and acting corporate Secretary of Sunrise Pointe Condominium Association, Inc., a Florida not-for-profit corporation (the "Association"). This Certificate is made and delivered pursuant to Section 13.5 of the Declaration. The undersigned further certifies, on behalf of the Association, that the amendment to the Declaration as noted herein has been duly approved and authorized by the members and by the Board of Directors of the Association.

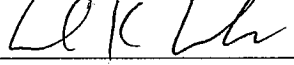
By:   
\_\_\_\_\_  
Michael Marks  
Secretary

Exhibit "A-2"

Articles of Incorporation of  
Sunrise Pointe Condominium Association, Inc.

# 5544585\_v3

**ARTICLES OF INCORPORATION  
OF  
THE HORIZONS CONDOMINIUM ASSOCIATION, INC.  
(A NON-PROFIT FLORIDA CORPORATION)**

**ARTICLE I**

The name of this corporation is THE HORIZONS CONDOMINIUM ASSOCIATION, INC. (hereinafter the "Association"). The principal address for the office of the Association is 2245 N. Beach Road, Englewood, Florida 34223.

**ARTICLE II**

The purpose for which this Association is organized is to act as the governing association of the condominiums of The Horizons Condominium, located in Englewood, Florida. The object and purposes for which this Association is established are solely for those exempt purposes as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, and specifically, do not include pecuniary profit, gain, or private advantage for the incorporators, directors, officers, or for the Association.

**ARTICLE III**

The qualifications of members and the manner of their admission shall be as follows: Any person or persons who hold title in fee simple to a Condominium Unit in the Condominium shall by virtue of such ownership be a member of this Association.

**ARTICLE IV**

This Association shall exist perpetually. Should the Association be dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and if not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.

**ARTICLE V**

The name and address of the incorporator to these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
Darryl A. Newell	3579 S. Access Road, Suite L Englewood, Florida 34224

FILED  
03 NOV -3 AM 9:49  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## ARTICLE VI

The affairs of the Association are to be managed initially by a Board of Directors comprised of three (3) individuals who will be elected each year at the annual meeting of the Association as provided for in the By-Laws. At such time as the "developer" has relinquished control of the Association as provided by the Condominium Act, the Board of Directors may be composed of any odd number of Directors not less than three (3) nor more than five (5).

## ARTICLE VII

The number of persons constituting the first Board of Directors shall be three (3) and their names and addresses are as follows:

<u>Names</u>	<u>Addresses</u>
Darryl A. Newell	3579 S. Access Road, Suite L Englewood, Florida 34224
Thomas C. Heise	3579 S. Access Road, Suite L Englewood, Florida 34224
Mike Soistman	3579 S. Access Road, Suite L Englewood, Florida 34224

## ARTICLE VIII

The names of the officers who are to serve until the first election or appointment under the Articles of Incorporation are:

<u>Names</u>	<u>Title</u>	<u>Addresses</u>
Darryl A. Newell	President	3579 S. Access Road, Suite L Englewood, Florida 34224
Thomas C. Heise	Vice President	3579 S. Access Road, Suite L Englewood, Florida 34224
Thomas C. Heise	Treasurer	3579 S. Access Road, Suite L Englewood, Florida 34224
Darryl A. Newell	Secretary	3579 S. Access Road, Suite L Englewood, Florida 34224



## ARTICLE IX

All of the powers and duties of the Association existing under the Articles of Incorporation shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by the Unit Owners when such is specifically required. The Board of Directors shall have all the powers contained in the Declaration of Condominium, Bylaws, and as permitted by law, including, but not limited to, the following:

- A. to make and collect Assessments against Unit Owners to defray the costs, expenses and losses of the Association and Association property;
- B. to use the proceeds of Assessments in the exercise of its powers and duties;
- C. the maintenance, repair, replacement, and operation of the Condominium Property;
- D. the reconstruction of improvements after casualty and the further improvement of the Condominium Property;
- E. to make and amend the Rules and Regulations;
- F. to approve or disapprove proposed transactions on behalf of the Association;
- G. to enforce by legal means the provisions of applicable laws, the Declaration of Condominium, these Articles of Incorporation, the Bylaws, and the Rules and Regulations for the use of the Condominium Property and to charge reasonable penalties and fines against Unit Owners for violation of the Declaration of Condominium, these Articles of Incorporation, the Bylaws, and the Rules and Regulations as promulgated by the Board of Directors;
- H. to contract for management of the Condominium;
- I. to pay taxes and assessments which are liens against any part of the Condominium other than individual units and the appurtenances thereto, and to assess the same against the Unit subject to such liens;
- J. to carry insurance for the protection of the Unit Owners and the Association against casualty and liabilities;
- K. to pay the cost of all water, sewer, electricity, telephone, and other utility services rendered to the Condominium and not billed to the Unit Owners;
- L. to employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association;

M. to acquire and to enter into agreements whereby the Association acquires leaseholds, memberships and other possessory or use interest in lands or facilities for the enjoyment, recreation, or other use and benefit of the Unit Owners;

N. to own, hold, lease, mortgage, and convey all kinds of property;

O. to maintain a class action on behalf of the Association and to settle a cause of action on behalf of the Unit Owners with reference to matters of common interest;

P. to operate and maintain the Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas; and

Q. to contract for services to provide for operation and maintenance of the Surface Water Management System Facilities if the Association contemplates employing a maintenance company.

#### ARTICLE X

The Bylaws of the Association are to be made, altered, or rescinded by a majority vote of the members and Directors of the Association.

#### ARTICLE XI

Amendments to these Articles of Incorporation may be proposed and adopted as follows:

An Amendment may be proposed by either the Board of Directors or by any Unit Owner and may be considered at any meeting of the Unit Owners, regular or special, or which due notice has been given according to the By-Laws, which includes a notice of the substance of the proposed amendment.

The Amendment must be approved by a vote of a majority of the members of the Association.

#### ARTICLE XII

Each Unit in the Condominium shall have one (1) full vote, which vote shall be cast by a designated Unit Owner as provided for in the Declaration of Condominium.

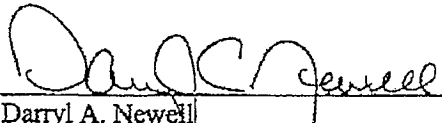
#### ARTICLE XIII

This Association reserves the right to amend or repeal any provisions contained in these Articles of Incorporation.

ARTICLE XIV


No part of the net earnings of this Association shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance, or care of association property or through the rebate of the excess membership dues, fees, or assessments.

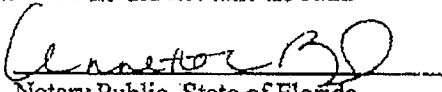
IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 30<sup>th</sup> day of October, 2003.

  
Darryl A. Newell

STATE OF FLORIDA     )  
                                  )  
COUNTY OF CHARLOTTE)

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October, 2003, by Darryl A. Newell, who is personally known to me and who did not take an oath.

 Annette L. Byrd  
My Commission DD138485  
Expires August 19 2006

  
Notary Public, State of Florida  
My Commission Expires:

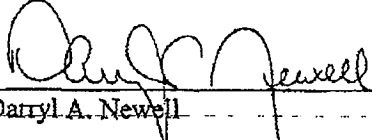
**CERTIFICATE DESIGNATING A REGISTERED AGENT  
AND REGISTERED OFFICE FOR THE SERVICE OF PROCESS**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

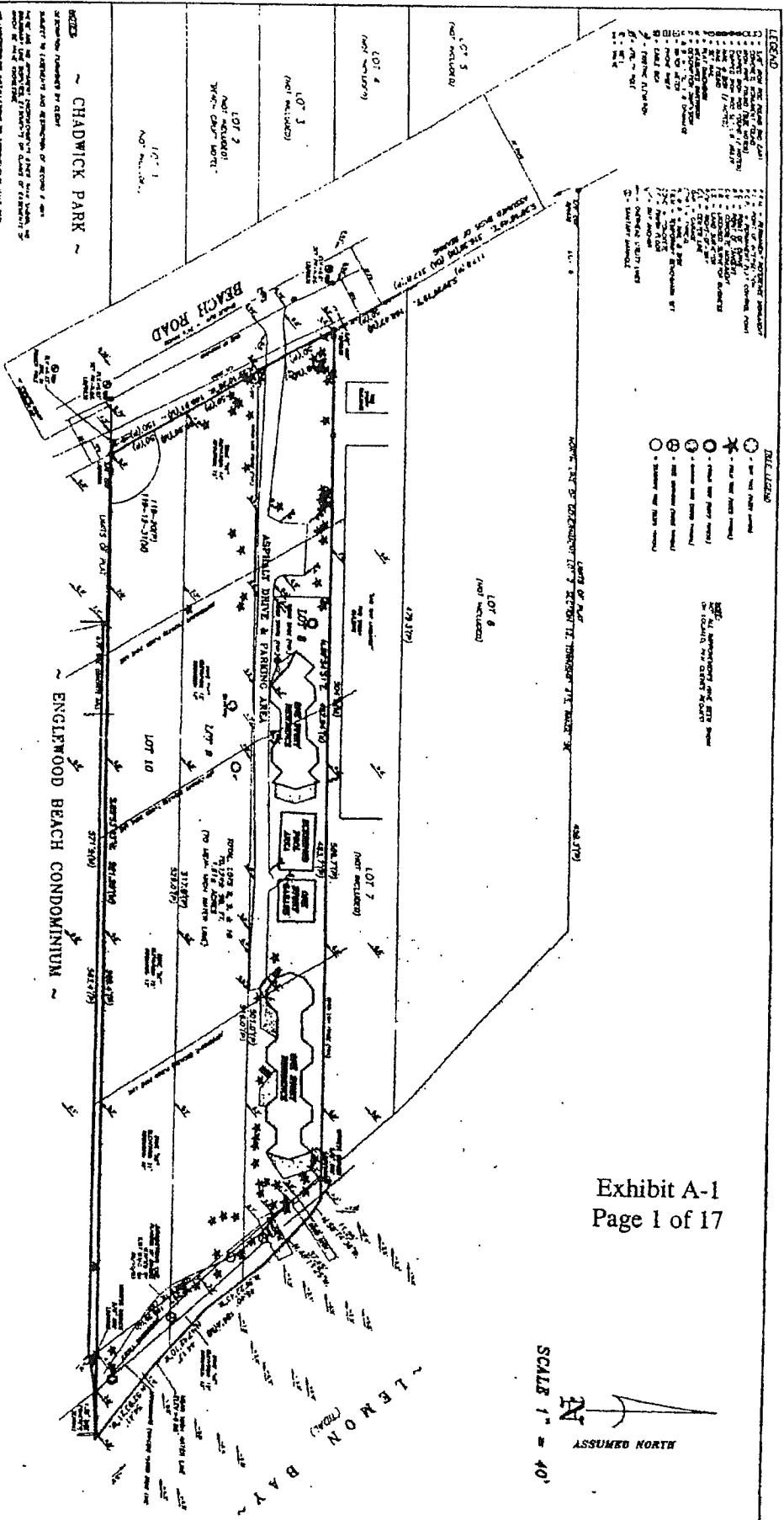
**THE HORIZONS CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation, desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, at 2245 N. Beach Road, County of Charlotte, Englewood, Florida 34223, has designated Darryl A. Newell, whose street address is 3579 S. Access Road, Suite L, County of Charlotte, Englewood, State of Florida, 34224, as its agent to accept service of process within this State.

**ACCEPTANCE**

Having been designated as agent to accept service of process for the above-named corporation, at the place stated in this certificate, I hereby agree to act in this capacity and to comply with the provision of said law relative to same.

  
\_\_\_\_\_  
Darryl A. Newell

FILED  
03 NOV -3 AM 9:50  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



- LEGEND**
- 1. Lot Area
  - 2. Lot Area
  - 3. Lot Area
  - 4. Lot Area
  - 5. Lot Area
  - 6. Lot Area
  - 7. Lot Area
  - 8. Lot Area
  - 9. Lot Area
  - 10. Lot Area
  - 11. Lot Area
  - 12. Lot Area
  - 13. Lot Area
  - 14. Lot Area
  - 15. Lot Area
  - 16. Lot Area
  - 17. Lot Area
  - 18. Lot Area
  - 19. Lot Area
  - 20. Lot Area
  - 21. Lot Area
  - 22. Lot Area
  - 23. Lot Area
  - 24. Lot Area
  - 25. Lot Area
  - 26. Lot Area
  - 27. Lot Area
  - 28. Lot Area
  - 29. Lot Area
  - 30. Lot Area
  - 31. Lot Area
  - 32. Lot Area
  - 33. Lot Area
  - 34. Lot Area
  - 35. Lot Area
  - 36. Lot Area
  - 37. Lot Area
  - 38. Lot Area
  - 39. Lot Area
  - 40. Lot Area
  - 41. Lot Area
  - 42. Lot Area
  - 43. Lot Area
  - 44. Lot Area
  - 45. Lot Area
  - 46. Lot Area
  - 47. Lot Area
  - 48. Lot Area
  - 49. Lot Area
  - 50. Lot Area
  - 51. Lot Area
  - 52. Lot Area
  - 53. Lot Area
  - 54. Lot Area
  - 55. Lot Area
  - 56. Lot Area
  - 57. Lot Area
  - 58. Lot Area
  - 59. Lot Area
  - 60. Lot Area
  - 61. Lot Area
  - 62. Lot Area
  - 63. Lot Area
  - 64. Lot Area
  - 65. Lot Area
  - 66. Lot Area
  - 67. Lot Area
  - 68. Lot Area
  - 69. Lot Area
  - 70. Lot Area
  - 71. Lot Area
  - 72. Lot Area
  - 73. Lot Area
  - 74. Lot Area
  - 75. Lot Area
  - 76. Lot Area
  - 77. Lot Area
  - 78. Lot Area
  - 79. Lot Area
  - 80. Lot Area
  - 81. Lot Area
  - 82. Lot Area
  - 83. Lot Area
  - 84. Lot Area
  - 85. Lot Area
  - 86. Lot Area
  - 87. Lot Area
  - 88. Lot Area
  - 89. Lot Area
  - 90. Lot Area
  - 91. Lot Area
  - 92. Lot Area
  - 93. Lot Area
  - 94. Lot Area
  - 95. Lot Area
  - 96. Lot Area
  - 97. Lot Area
  - 98. Lot Area
  - 99. Lot Area
  - 100. Lot Area

**NOTES**

1. CHADWICK PARK

2. BEACH ROAD

3. APPELLANT DRIVE & PARKING AREA

4. SEASIDE DRIVE

5. LENON BAY

6. LOT 1

7. LOT 2

8. LOT 3

9. LOT 4

10. LOT 5

11. LOT 6

12. LOT 7

13. LOT 8

14. LOT 9

15. LOT 10

16. LOT 11

17. LOT 12

18. LOT 13

19. LOT 14

20. LOT 15

21. LOT 16

22. LOT 17

23. LOT 18

24. LOT 19

25. LOT 20

26. LOT 21

27. LOT 22

28. LOT 23

29. LOT 24

30. LOT 25

31. LOT 26

32. LOT 27

33. LOT 28

34. LOT 29

35. LOT 30

36. LOT 31

37. LOT 32

38. LOT 33

39. LOT 34

40. LOT 35

41. LOT 36

42. LOT 37

43. LOT 38

44. LOT 39

45. LOT 40

46. LOT 41

47. LOT 42

48. LOT 43

49. LOT 44

50. LOT 45

51. LOT 46

52. LOT 47

53. LOT 48

54. LOT 49

55. LOT 50

56. LOT 51

57. LOT 52

58. LOT 53

59. LOT 54

60. LOT 55

61. LOT 56

62. LOT 57

63. LOT 58

64. LOT 59

65. LOT 60

66. LOT 61

67. LOT 62

68. LOT 63

69. LOT 64

70. LOT 65

71. LOT 66

72. LOT 67

73. LOT 68

74. LOT 69

75. LOT 70

76. LOT 71

77. LOT 72

78. LOT 73

79. LOT 74

80. LOT 75

81. LOT 76

82. LOT 77

83. LOT 78

84. LOT 79

85. LOT 80

86. LOT 81

87. LOT 82

88. LOT 83

89. LOT 84

90. LOT 85

91. LOT 86

92. LOT 87

93. LOT 88

94. LOT 89

95. LOT 90

96. LOT 91

97. LOT 92

98. LOT 93

99. LOT 94

100. LOT 95

**PREPARED FOR:**  
 ANTHONY CONSTRUCTION AND DEVELOPMENT, INC.

**DATE OF FIELD SURVEY:** 11/15/02  
**FILE NO.:** 02-10-110

PERSON: JOHN CLARENCE BROWN AND DAVID BROWN JR.	R.O. NO.:	408
APPROX.:	PAGES:	4-5
RECORD:	RECORDED BY:	R.C.B.
	TOWN:	R.L.P.

**BOUNDARY & TOPOGRAPHIC SURVEY OF:**  
 R. CLARENCE BROWN'S SUBDIVISION  
 ACCORDING TO THE PLAT NUMBER 48-000000-000000 IN BOOK 2, PAGE 11 OF THE PUBLIC RECORDS OF SUNDRIE COUNTY, FLORIDA.

**SCALE 1" = 40'**

**ASSUMED NORTH**

**LEGEND**

1. Lot Area

2. Lot Area

3. Lot Area

4. Lot Area

5. Lot Area

6. Lot Area

7. Lot Area

8. Lot Area

9. Lot Area

10. Lot Area

11. Lot Area

12. Lot Area

13. Lot Area

14. Lot Area

15. Lot Area

16. Lot Area

17. Lot Area

18. Lot Area

19. Lot Area

20. Lot Area

21. Lot Area

22. Lot Area

23. Lot Area

24. Lot Area

25. Lot Area

26. Lot Area

27. Lot Area

28. Lot Area

29. Lot Area

30. Lot Area

31. Lot Area

32. Lot Area

33. Lot Area

34. Lot Area

35. Lot Area

36. Lot Area

37. Lot Area

38. Lot Area

39. Lot Area

40. Lot Area

41. Lot Area

42. Lot Area

43. Lot Area

44. Lot Area

45. Lot Area

46. Lot Area

47. Lot Area

48. Lot Area

49. Lot Area

50. Lot Area

51. Lot Area

52. Lot Area

53. Lot Area

54. Lot Area

55. Lot Area

56. Lot Area

57. Lot Area

58. Lot Area

59. Lot Area

60. Lot Area

61. Lot Area

62. Lot Area

63. Lot Area

64. Lot Area

65. Lot Area

66. Lot Area

67. Lot Area

68. Lot Area

69. Lot Area

70. Lot Area

71. Lot Area

72. Lot Area

73. Lot Area

74. Lot Area

75. Lot Area

76. Lot Area

77. Lot Area

78. Lot Area

79. Lot Area

80. Lot Area

81. Lot Area

82. Lot Area

83. Lot Area

84. Lot Area

85. Lot Area

86. Lot Area

87. Lot Area

88. Lot Area

89. Lot Area

90. Lot Area

91. Lot Area

92. Lot Area

93. Lot Area

94. Lot Area

95. Lot Area

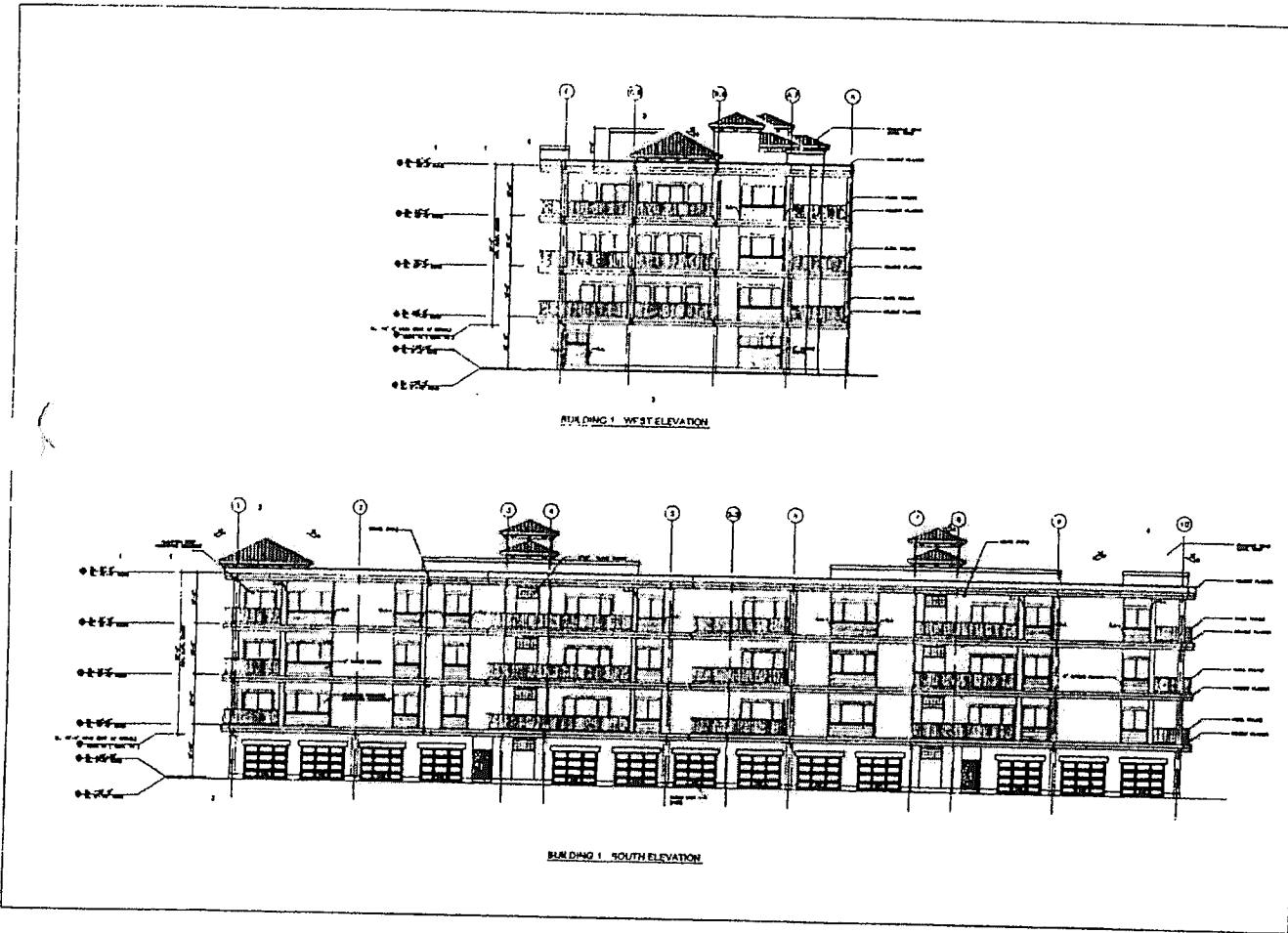
96. Lot Area

97. Lot Area

98. Lot Area

99. Lot Area

100. Lot Area



SAN A. TORRES ARCHITECTS, P.A.  
 1000 WEST 10TH AVENUE, SUITE 200  
 MIAMI, FLORIDA 33135  
 TEL: 305.375.1234  
 FAX: 305.375.1235  
 WWW.SANTORRESARCHITECTS.COM

REVISIONS

DATE: 08/14/04  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

GENERAL NOTES

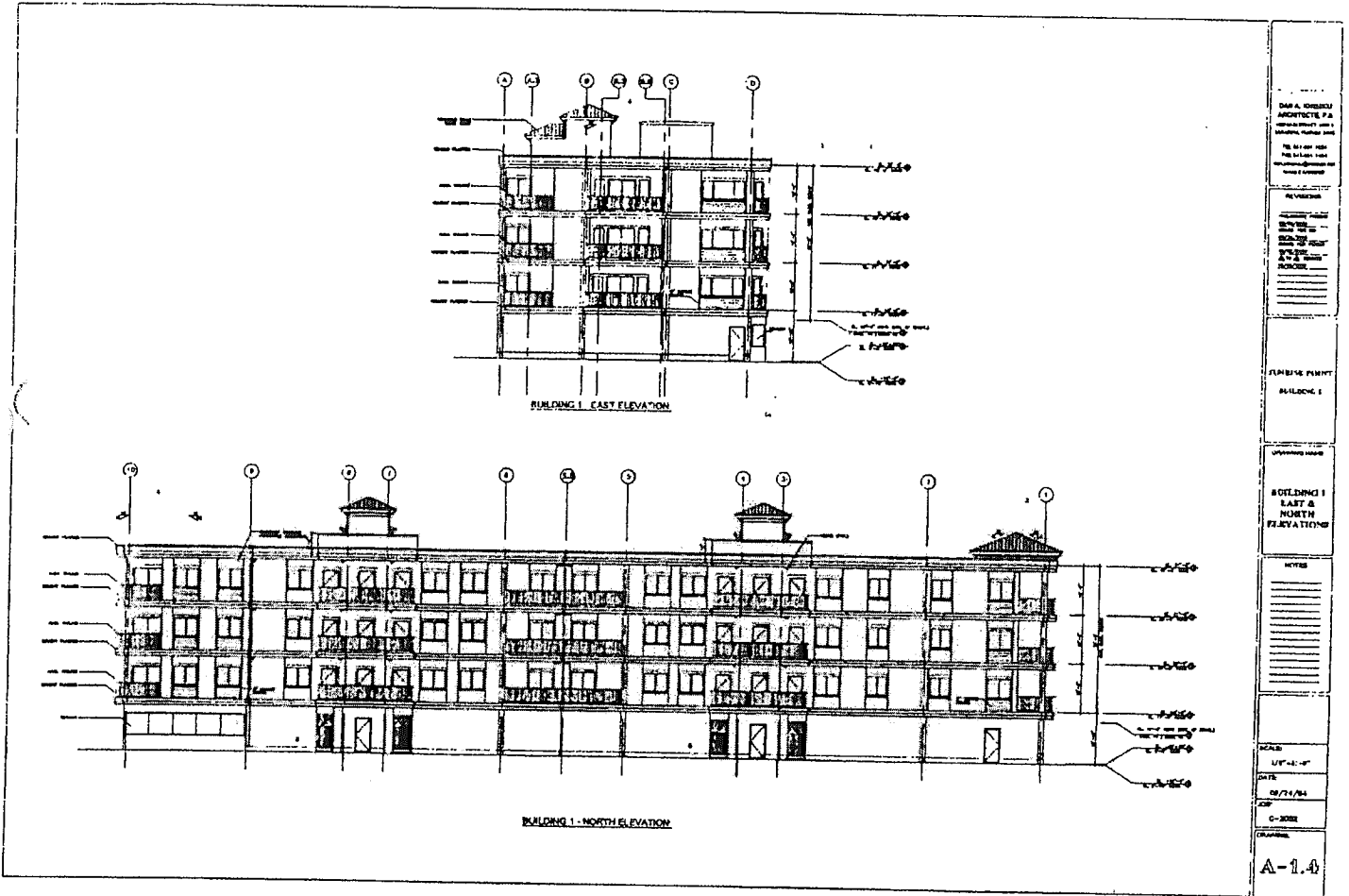
BUILDING 1 WEST & SOUTH ELEVATIONS

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

DATE: 08/14/04

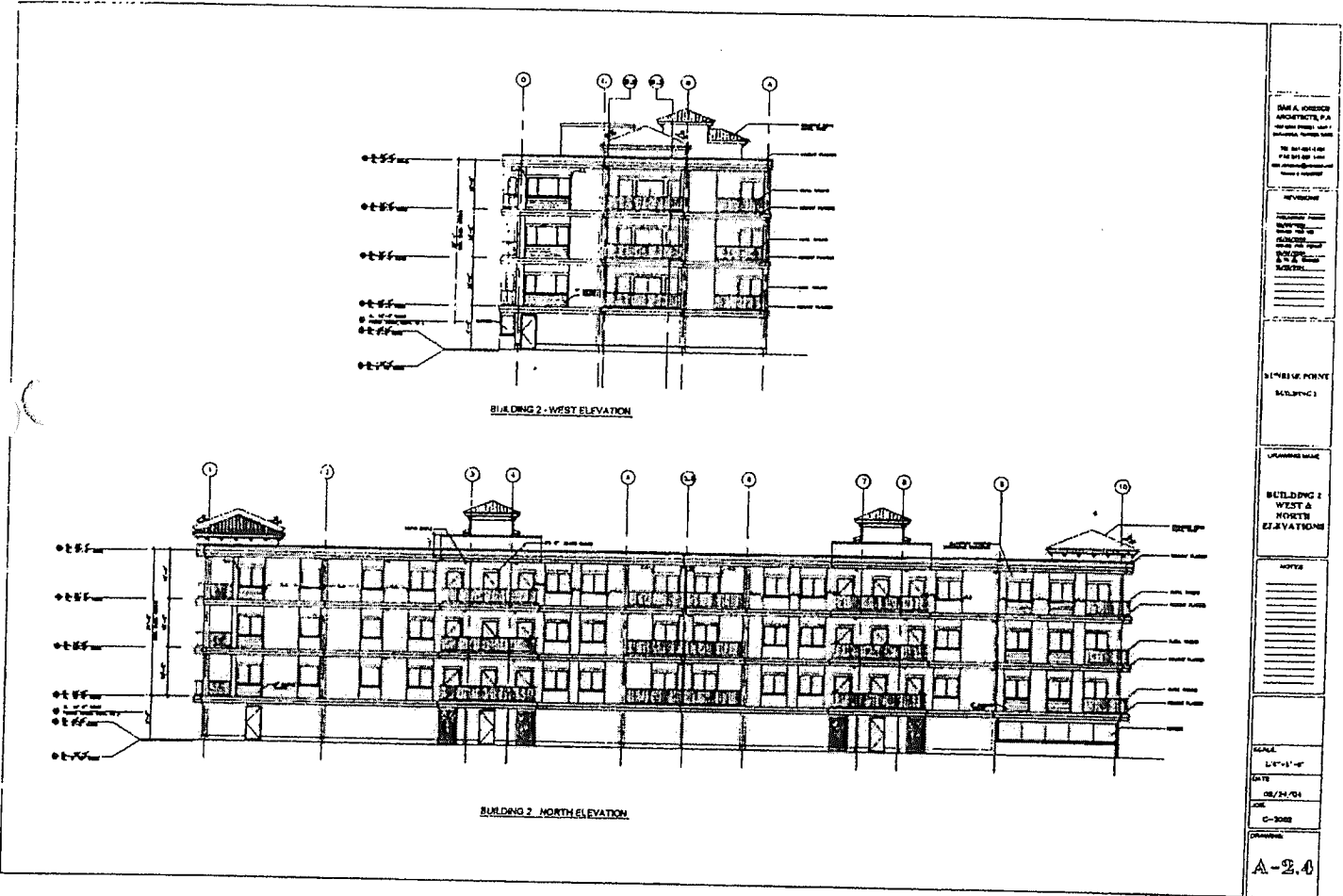
JOB: C-2008

DRAWING: A-1.5

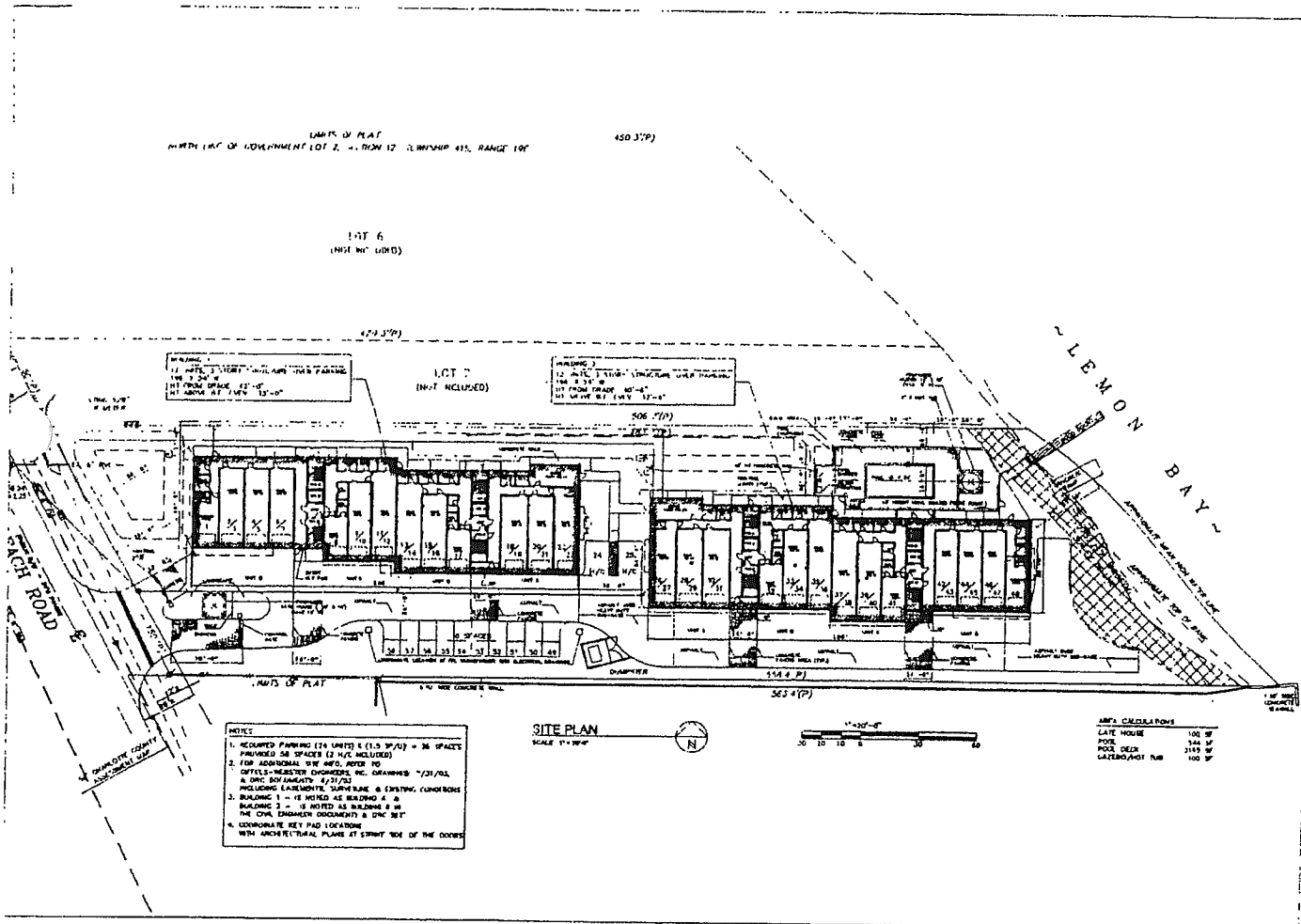








<b>SAM A. JOSEPH ARCHITECTS, P.A.</b> <small>100 SOUTH 1ST STREET, SUITE 200        PHILADELPHIA, PENNSYLVANIA 19106</small>	
<b>REVISIONS</b> <small>NO. DESCRIPTION DATE DRAWN BY CHECKED BY</small>	
<b>DATE OF PRINT</b> BUILDING 2	
<b>PLANNING MARK</b> BUILDING 2 WEST & NORTH ELEVATIONS	
<b>NOTES</b> _____ _____ _____ _____ _____ _____ _____ _____	
<b>SCALE</b> 1/8" = 1'-0"	<b>DATE</b> 02/24/04
<b>JOB</b> C-3082	<b>DESIGNER</b> A-2.4



- NOTES**
1. RECALCULATED PARKING (24 UNITS @ 1.5 SP/UNIT) = 36 SPACES PROVIDED 58 SPACES (2 1/2% INCLUDED)
  2. FOR ADDITIONAL SEE REF. REFER TO OFFICE MASTER DRAWINGS, INC. DRAWING 7/21/04
  3. BUILDING 1 - IS NOTED AS BUILDING A IN BUILDING 2 - IS NOTED AS BUILDING B IN THE CIVIL ENGINEER DOCUMENTS & DMC SET
  4. COORDINATE KEY PAD LOCATIONS WITH ARCHITECTURAL PLANS AT ENTRY SIDE OF THE DOORS

**DAN A. KOSCIUSKO**  
ARCHITECT, P.A.  
11101 W. 11TH AVE.  
SUITE 100  
DENVER, CO 80233  
TEL: 303.751.1000  
FAX: 303.751.1000  
WWW.DANKOSCIUSKO.COM

**REVISIONS**

NO.	DATE	DESCRIPTION
1	08/13/04	ISSUED FOR PERMITS
2	08/13/04	ISSUED FOR PERMITS
3	08/13/04	ISSUED FOR PERMITS
4	08/13/04	ISSUED FOR PERMITS
5	08/13/04	ISSUED FOR PERMITS
6	08/13/04	ISSUED FOR PERMITS
7	08/13/04	ISSUED FOR PERMITS
8	08/13/04	ISSUED FOR PERMITS
9	08/13/04	ISSUED FOR PERMITS
10	08/13/04	ISSUED FOR PERMITS
11	08/13/04	ISSUED FOR PERMITS
12	08/13/04	ISSUED FOR PERMITS
13	08/13/04	ISSUED FOR PERMITS
14	08/13/04	ISSUED FOR PERMITS
15	08/13/04	ISSUED FOR PERMITS
16	08/13/04	ISSUED FOR PERMITS
17	08/13/04	ISSUED FOR PERMITS
18	08/13/04	ISSUED FOR PERMITS
19	08/13/04	ISSUED FOR PERMITS
20	08/13/04	ISSUED FOR PERMITS
21	08/13/04	ISSUED FOR PERMITS
22	08/13/04	ISSUED FOR PERMITS
23	08/13/04	ISSUED FOR PERMITS
24	08/13/04	ISSUED FOR PERMITS
25	08/13/04	ISSUED FOR PERMITS
26	08/13/04	ISSUED FOR PERMITS
27	08/13/04	ISSUED FOR PERMITS
28	08/13/04	ISSUED FOR PERMITS
29	08/13/04	ISSUED FOR PERMITS
30	08/13/04	ISSUED FOR PERMITS
31	08/13/04	ISSUED FOR PERMITS
32	08/13/04	ISSUED FOR PERMITS
33	08/13/04	ISSUED FOR PERMITS
34	08/13/04	ISSUED FOR PERMITS
35	08/13/04	ISSUED FOR PERMITS
36	08/13/04	ISSUED FOR PERMITS
37	08/13/04	ISSUED FOR PERMITS
38	08/13/04	ISSUED FOR PERMITS
39	08/13/04	ISSUED FOR PERMITS
40	08/13/04	ISSUED FOR PERMITS
41	08/13/04	ISSUED FOR PERMITS
42	08/13/04	ISSUED FOR PERMITS
43	08/13/04	ISSUED FOR PERMITS
44	08/13/04	ISSUED FOR PERMITS
45	08/13/04	ISSUED FOR PERMITS
46	08/13/04	ISSUED FOR PERMITS
47	08/13/04	ISSUED FOR PERMITS
48	08/13/04	ISSUED FOR PERMITS
49	08/13/04	ISSUED FOR PERMITS
50	08/13/04	ISSUED FOR PERMITS

**SCALE**  
1" = 20' 0"

**DATE**  
08/13/04

**JOB**  
C-1052

**DRAWING**  
SP-1

**BUILDING 1 & 2**

**GROUND FLOOR COMMON AREA CALCULATIONS**

DATE HOUSE	100.00 SF
GAZEBO/HOT TUB	100.00 SF
POOL	544.00 SF
POOL DECK	2,193.00 SF

**NOTES:**

- TO THE BEST OF ARCHITECT KNOWLEDGE, THE AREAS ARE CALCULATED TO THE PROPER LIMITS ACCORDING WITH THE PLANS AT THE RESPECTIVE DATE
- GROSS A/C INCLUDES AREAS OF EACH UNIT OR SPACE TO THE CENTER OF PARTY WALLS, EXTERIOR FACE OF OUTSIDE WALL, INCLUDING COLUMNS, WALLS AND UTILITY SHAFTS.
- AREAS AND DIMENSIONS LISTED IN PLANS REPRESENT INTERIOR INDIVIDUAL SPACES AND ROOMS.

DAN A. IONESCU  
ARCHITECT, P.A.  
185 MAIN STREET, UNIT 7  
SARASOTA, FLORIDA 34236  
TEL (941) 951-1004  
FAX (941) 951-1144  
dan@ionescuarchitect.com  
www.danionescu.com

SUNRISE POINT

DRAWING NAME

BUILDING 1 & 2  
AREA  
CALCULATIONS

SCALE:  
N.T.S.

DATE:  
02/01/05

JOB:  
R-2052

DRAWING:  
**AC-3**

## BUILDING 1 BUILDING AREA TABULATION

BUILDING FOOTPRINT:	10,124.65 S.F.	SECOND FLOOR TOTAL: (TYPICAL FLOOR)	10,770.10 S.F.
<b>SECOND FLOOR AREA CALCULATIONS</b>			
UNIT A		UNIT A	
STORAGE UNIT (A1)	37.15 SF	(TOTAL)	2,680.85 SF
STORAGE UNIT (A2)	61.50 SF	COMMON A/C	2,205.30 SF
STORAGE UNIT (A3)	82.50 SF	BALCONY	400.25 SF
GARAGE (A1)	884.80 SF		
GARAGE (A2)	842.00 SF	UNIT B	
GARAGE (A3)	598.00 SF	(TOTAL)	2,081.45 SF
		COMMON A/C	212.00 SF
		BALCONY	212.00 SF
UNIT B		UNIT C	
STORAGE UNIT (B1)	584.50 SF	(TOTAL)	2,104.45 SF
STORAGE UNIT (B2, B3)	(2) 79.20 SF	COMMON A/C	1,848.45 SF
GARAGE (B1)	287.70 SF	BALCONY	280.00 SF
GARAGE (B2)	521.40 SF		
GARAGE (B3)	588.00 SF	UNIT D	
		(TOTAL)	2,793.25 SF
UNIT C		COMMON A/C	2,512.25 SF
STORAGE UNIT (C1)	85.80 SF	BALCONY	241.00 SF
STORAGE UNIT (C2, C3)	(2) 73.45 SF		
GARAGE (C1)	287.70 SF		
GARAGE (C2)	521.40 SF		
GARAGE (C3)	588.00 SF		
UNIT D		COMMON AREAS	
STORAGE UNIT (D1)	75.75 SF	ELEVATOR 1 & 2	(2) 83.50 SF
STORAGE UNIT (D2)	61.25 SF	STAIRS 1 & 2	(2) 144.40 SF
STORAGE UNIT (D3)	75.45 SF	STAIR 3	147.10 SF
GARAGE (D1, D2)	(2) 518.40 SF	STAIR 4	148.30 SF
GARAGE (D3)	822.00 SF	CORRIDORS UNDER UNIT A	402.00 SF
GARAGE D (UNASSIGNED)	324.90 SF	CORRIDORS UNDER UNIT B	284.00 SF
STORAGE D (UNASSIGNED)	49.00 SF	CORRIDORS UNDER UNIT C	284.00 SF
		CORRIDORS UNDER UNIT D	897.10 SF
		MAINTENANCE	(2) 85.50 SF
		COMMON AREA STORAGE	310.80 SF
		COMMON AREA STORAGE	82.20 SF
		FIRE SPRINKLER CLOSET	20.50 SF

NOTES:

- TO THE BEST OF ARCHITECT KNOWLEDGE, THE AREAS ARE CALCULATED TO THE PROPER LIMITS ACCORDING WITH THE PLANS AT THE RESPECTIVE DATE.
- GROSS A/C INCLUDES AREAS OF EACH UNIT OR SPACE TO THE CENTER OF PARTY WALLS, EXTERIOR FACE OF OUTSIDE WALL, INCLUDING COLUMNS, WALLS AND UTILITY SHAFTS.
- AREAS AND DIMENSIONS LISTED IN PLANS REPRESENT INTERIOR INDIVIDUAL SPACES AND ROOMS.

DRAWING NAME <b>BUILDING 1 AREA CALCULATIONS</b>	STAIRSTEP POINT  	DAN A. IONESCU ARCHITECTS, P.A. 1100 WALKER STREET, UNIT 7 SAUNTERVILLE, FLORIDA 32082 TEL: 941-861-1104 FAX: 941-861-1444 dan@ionescuarchitects.net www.ionescuarchitects.net	SCALE N.T.S.	DATE: 02/01/05	JOB: R-2052	DRAWING NO: <b>AC-1</b>
---	-------------------------	---	-----------------	-------------------	----------------	----------------------------

BUILDING 2

BUILDING AREA TABULATION

BUILDING FOOTPRINT:	10,124.99 S.F.	SECOND FLOOR TOTAL: (TYPICAL FLOOR)	10,273.10 S.F.
<b>GROUND FLOOR AREA CALCULATIONS</b>			
<b>UNIT A</b>			
STORAGE UNIT (A1)	37.18 SF	UNIT A (TOTAL)	2248.84 SF
STORAGE UNIT (A2)	61.90 SF	GROSS A/C	2208.30 SF
STORAGE UNIT (A3)	73.45 SF	BALCONY	400.29 SF
GARAGE (A1)	59.60 SF		
GARAGE (A2)	52.00 SF	<b>UNIT B</b>	2,034.44 SF
GARAGE (A3)	59.00 SF	(TOTAL)	1,890.48 SF
		GROSS A/C	183.00 SF
		BALCONY	
<b>UNIT B</b>			
STORAGE UNIT (B1)	56.50 SF	UNIT C (TOTAL)	2,108.48 SF
STORAGE UNIT (B2, B3)	(2) 73.45 SF	GROSS A/C	1,844.45 SF
GARAGE (B1)	287.70 SF	BALCONY	280.00 SF
GARAGE (B2)	521.40 SF		
GARAGE (B3)	800.00 SF	<b>UNIT D</b>	2,783.36 SF
		(TOTAL)	2,512.25 SF
<b>UNIT C</b>			
STORAGE UNIT (C1)	56.50 SF	GROSS A/C	241.00 SF
STORAGE UNIT (C2, C3)	(2) 79.20 SF		
GARAGE (C1)	287.70 SF		
GARAGE (C2)	521.40 SF		
GARAGE (C3)	590.00 SF		
<b>UNIT D</b>			
STORAGE UNIT (D1)	73.75 SF		
STORAGE UNIT (D2)	61.35 SF		
STORAGE UNIT (D3)	82.50 SF		
GARAGE (D1, D2)	(2) 518.40 SF		
GARAGE (D3)	222.00 SF		
GARAGE D (UNASSIGNED)	224.00 SF		
STORAGE D (UNASSIGNED)	49.00 SF		
<b>COMMON AREAS</b>			
ELEVATOR 1 & 2	(2) 83.30 SF	ELEVATOR 1 & 2	(2) 83.30 SF
STAIR 1 & 2	(2) 144.40 SF	STAIR 1, 2, 3 & 4	(4) 144.40 SF
STAIR 3	147.10 SF	LOBBY	115.75 SF
STAIR 4	148.30 SF	EXIT BALCONY STAIR #3	80.50 SF
CORRIDORS UNDER UNIT A	402.80 SF	EXIT BALCONY STAIR #4	80.50 SF
CORRIDORS UNDER UNIT B	284.00 SF	ELECTRICAL ROOM (ø STAIR 2)	48.30 SF
CORRIDORS UNDER UNIT C	284.00 SF		
CORRIDORS UNDER UNIT D	567.10 SF		
MAINTENANCE	(2) 55.00 SF		
COLUION AREA	310.00 SF		
COLUION AREA STORAGE	82.30 SF		
FIRE SPRINKLER CLOSET	20.50 SF		

NOTES:

- TO THE BEST OF ARCHITECT KNOWLEDGE, THE AREAS ARE CALCULATED TO THE PROPER LIMITS ACCORDING WITH THE PLANS AT THE RESPECTIVE DATE.
- GROSS A/C INCLUDES AREAS OF EACH UNIT ON SPACE TO THE CENTER OF PARTY WALLS, EXTERIOR FACE OF OUTSIDE WALL, INCLUDING COLUMNS, WALLS AND UTILITY SHAFTS.
- AREAS AND DIMENSIONS LISTED IN PLANS REPRESENT INTERIOR INDIVIDUAL SPACES AND ROOMS.

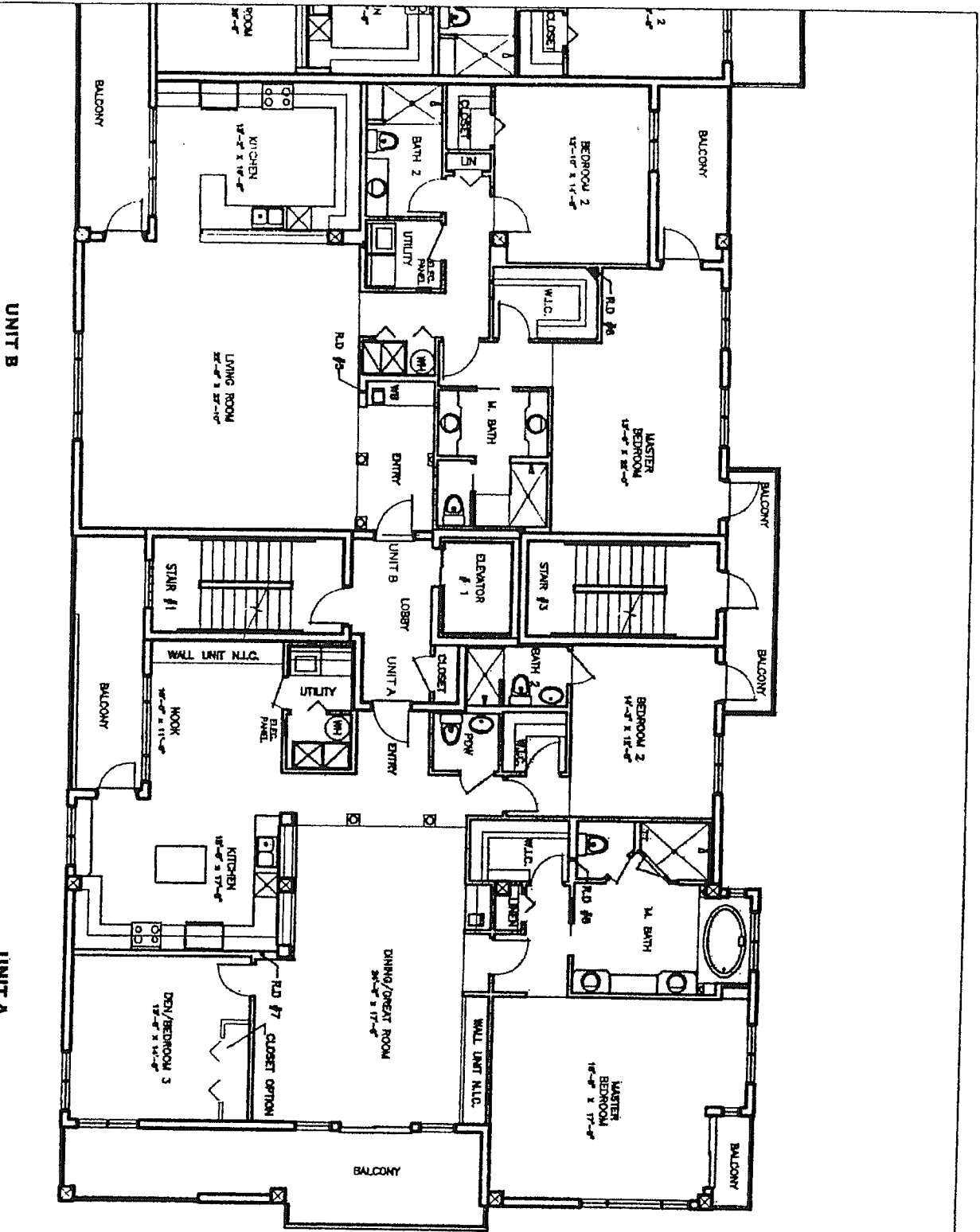
DAN A. IONESCU  
ARCHITECTS, P.A.  
180 WALK STREET, UNIT 7  
SARASOTA, FLORIDA 34236  
TEL 941-981-1044  
FAX 941-981-1444  
dan.ionescu@wion.com  
www.danionescu.com

SUNRISE POINT

DRAWING NAME  
BUILDING 2  
AREA  
CALCULATIONS

SCALE:  
N.T.S.  
DATE:  
07/01/05  
JOB:  
R-2032

DRAWING:  
**AC-2**



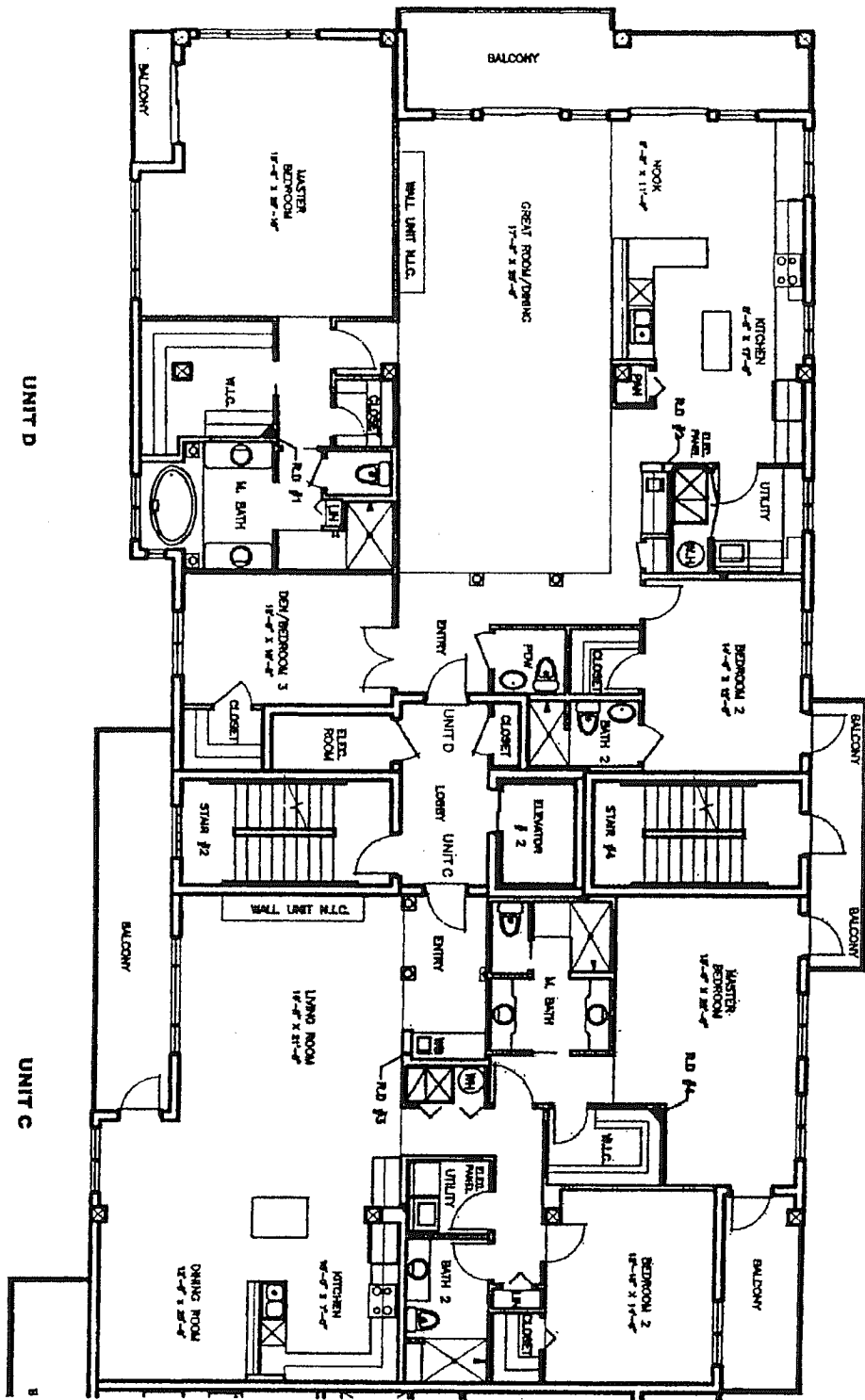
DAN A. JONENCU  
ARCHITECTS, P.A.  
1520 WALKER STREET, SUITE 7  
CHANDLER, FLORIDA 32806  
TEL: 407-481-1004  
FAX: 407-481-1444  
dan.jonencu@jonencu.com  
www.jonencu.com

SUNRISE POINT  
DRAWING NAME

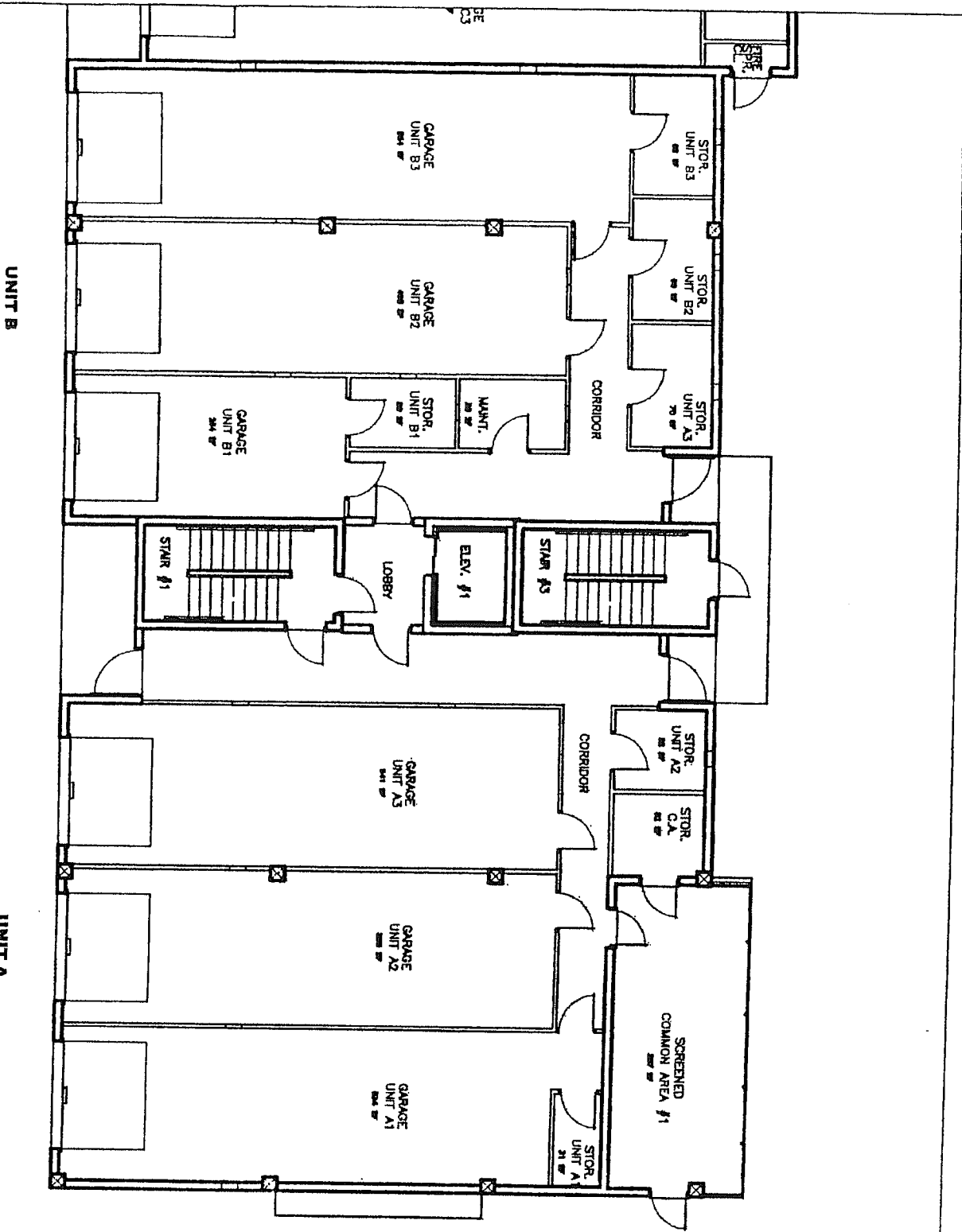
1ST, 2ND,  
& 3RD  
FLOOR  
PLAN  
UNITS A & B  
BUILDING 1  
(WEST)

SCALE:  
N.T.S.  
DATE:  
02/01/05  
JOB:  
R-2052  
DRAWING:

**A-1.2**  
UNITS B/A



<p><b>A-1.2</b> UNITS D/C</p>	<p>DATE: 02/01/05 JOB: R-2052</p>	<p>SCALE: N.T.S. DATE: 02/01/05</p>	<p>DRAWING NAME 1ST, 2ND, &amp; 3RD FLOOR PLAN UNITS C &amp; D BUILDING 1 (WEST)</p>	<p>SUNRISE POINT</p>	<p>DAN A. POLANSKI ARCHITECTS, P.A. 1001 MAIN STREET, UNIT 7 DUNWOODY, GEORGIA 30328 TEL: 404-881-1004 FAX: 404-881-1444 dan@danapolanski.com www.danapolanski.com</p>
-----------------------------------	---------------------------------------	---	--	----------------------	--



**DAN A. JONIGSU**  
ARCHITECTS, P.A.  
1000 WEST STREET, UNIT 7  
SARASOTA, FLORIDA 34236  
TEL: 941-561-4100  
FAX: 941-561-1444  
dan.jonigsu@architect.com  
www.danjonigsu.com

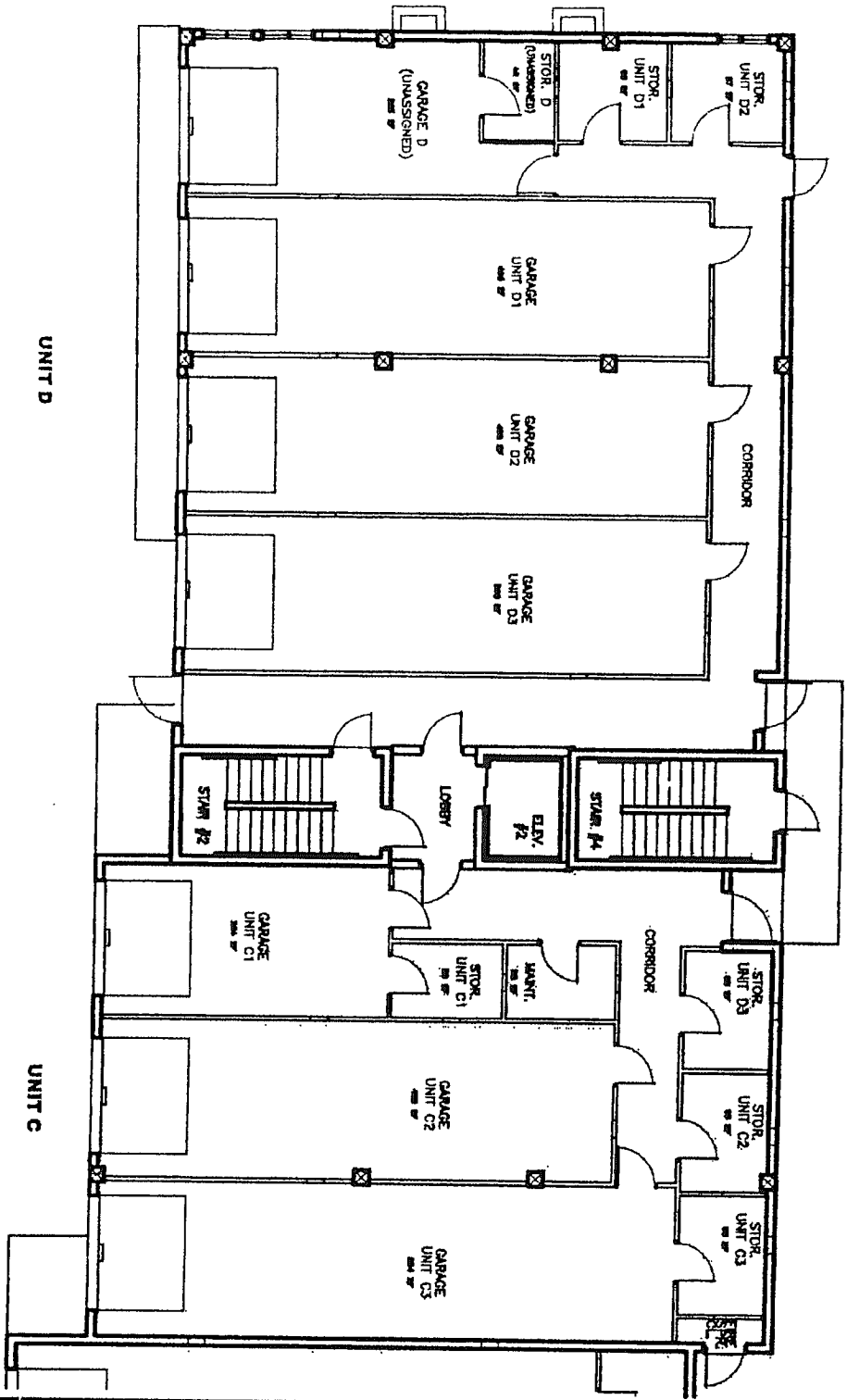
SUNRISE POINT

DRAWING NAME  
**GROUND FLOOR PLAN UNITS A & B BUILDING 1 (WEST)**

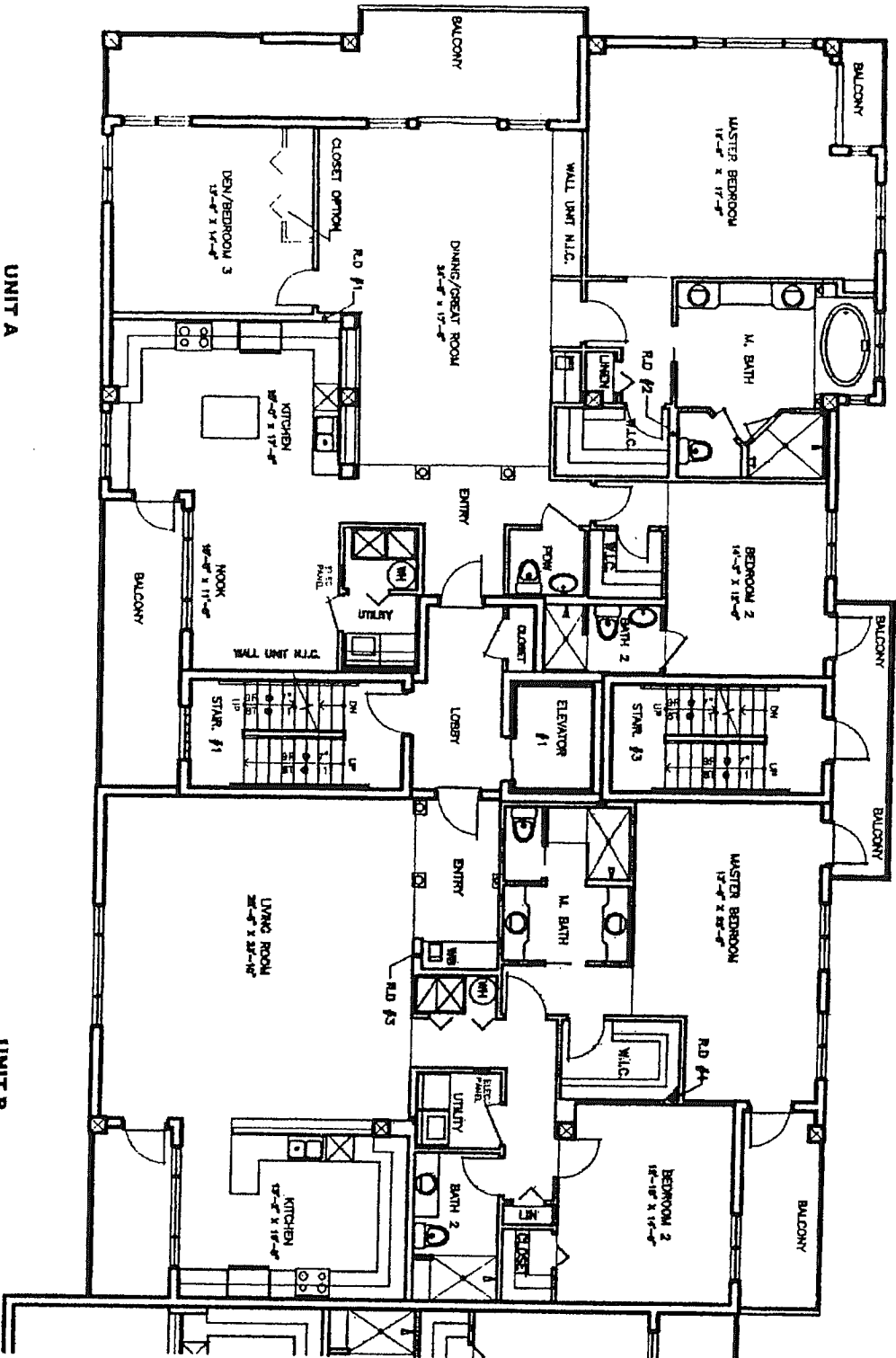
SCALE  
N.T.S.  
DATE  
02/01/05  
JOB  
B-2052

DRAWING:  
**A-1.1**  
UNITS B/A





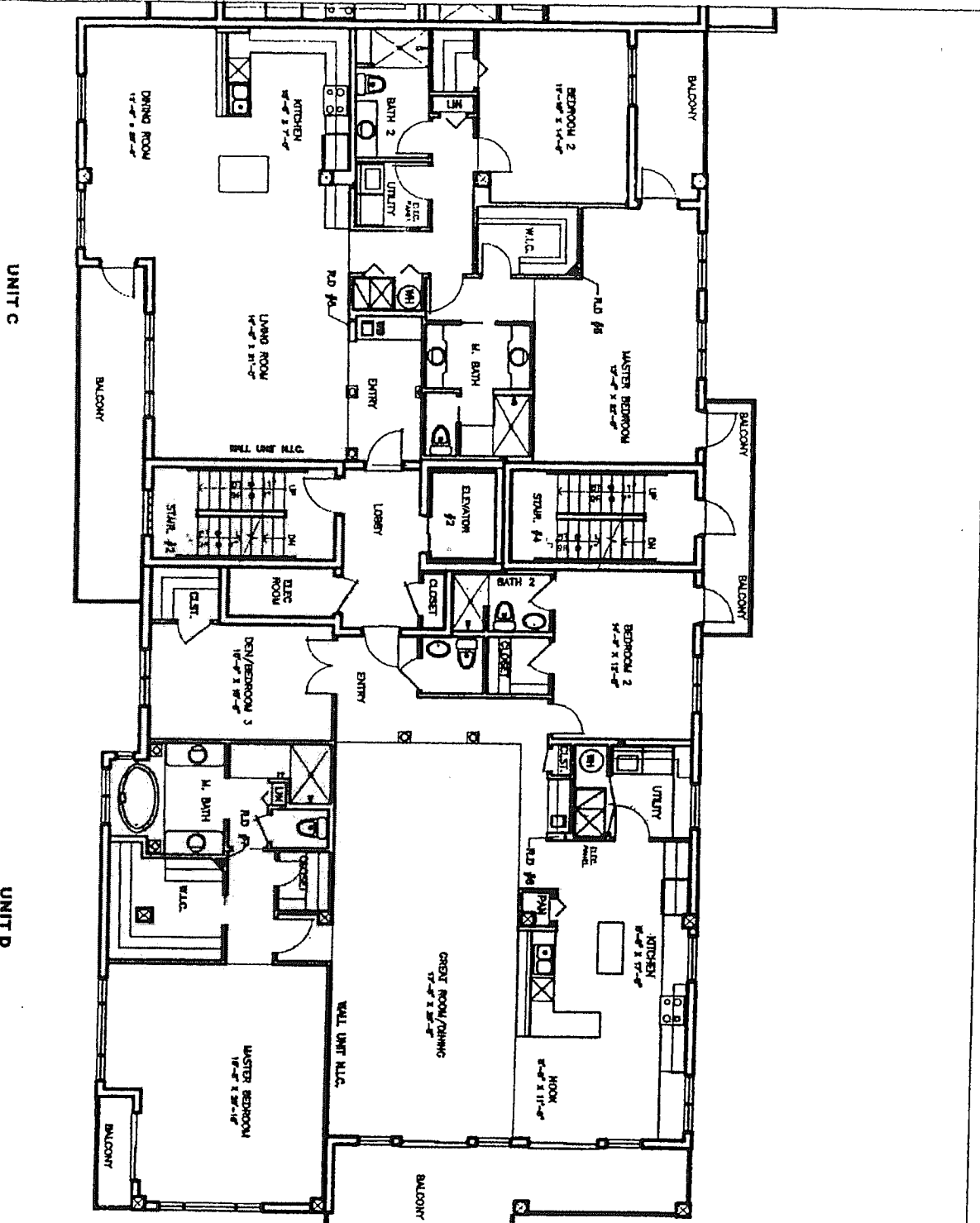
<p>DAN A. IONEROU ARCHITECTS, P.A. 1501 BUNA STREET, UNIT 7 SPRINGFIELD, FLORIDA 32083 TEL: 904.381-5100 FAX: 904.381-1444 dan@ionerou.com www.danionerou.com</p>	<p>RUNNERS POINT</p>	<p>DRAWING NAME GROUND FLOOR PLAN UNITS C &amp; D BUILDING 1 (WEST)</p>	<p>SCALE: N.T.S. DATE: 02/20/05 JOB: R-2052</p>	<p>DRAWING: <b>A-1.1</b> UNITS D/C</p>
---	----------------------	---	---	--



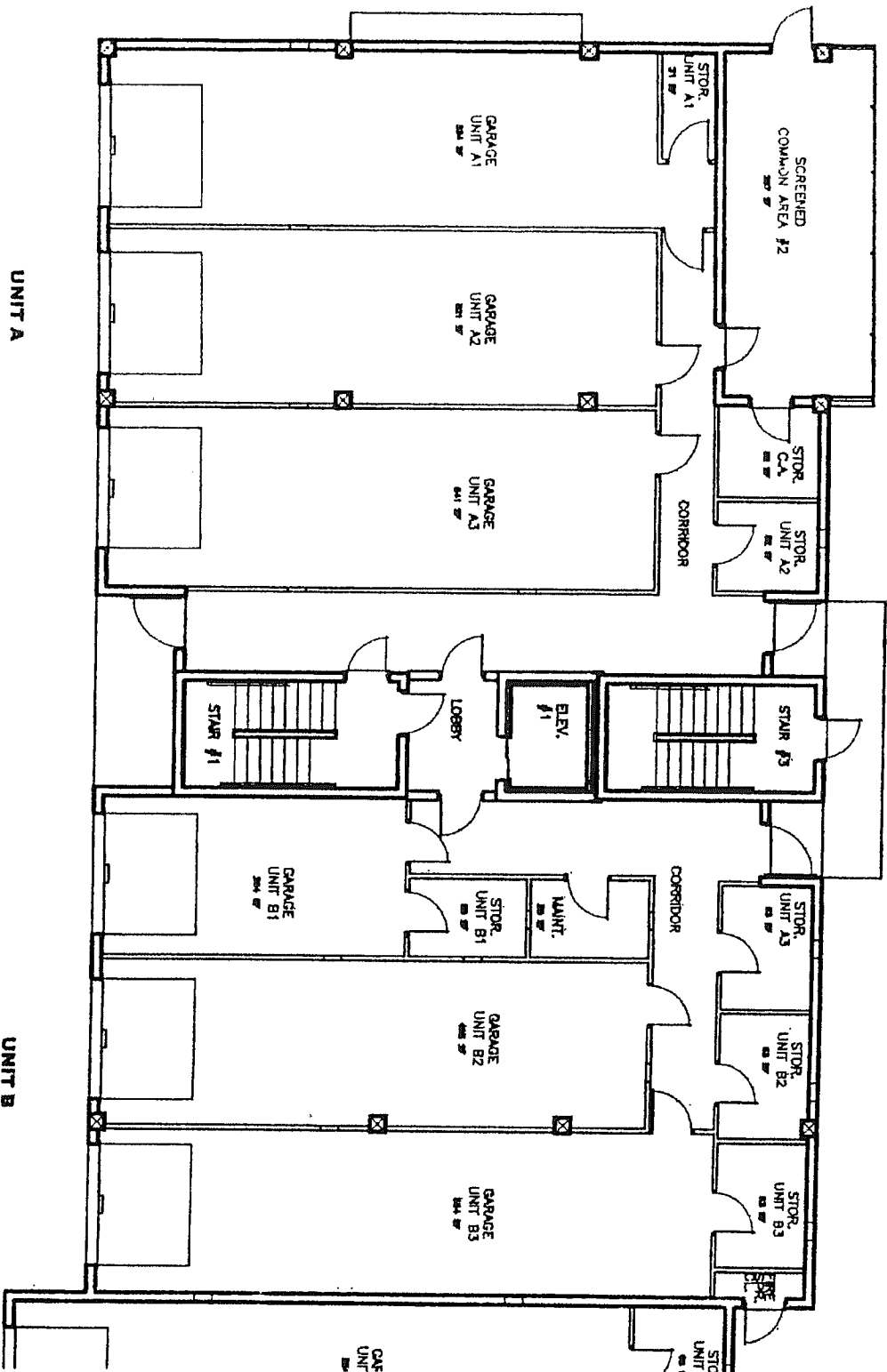
UNIT A

UNIT B

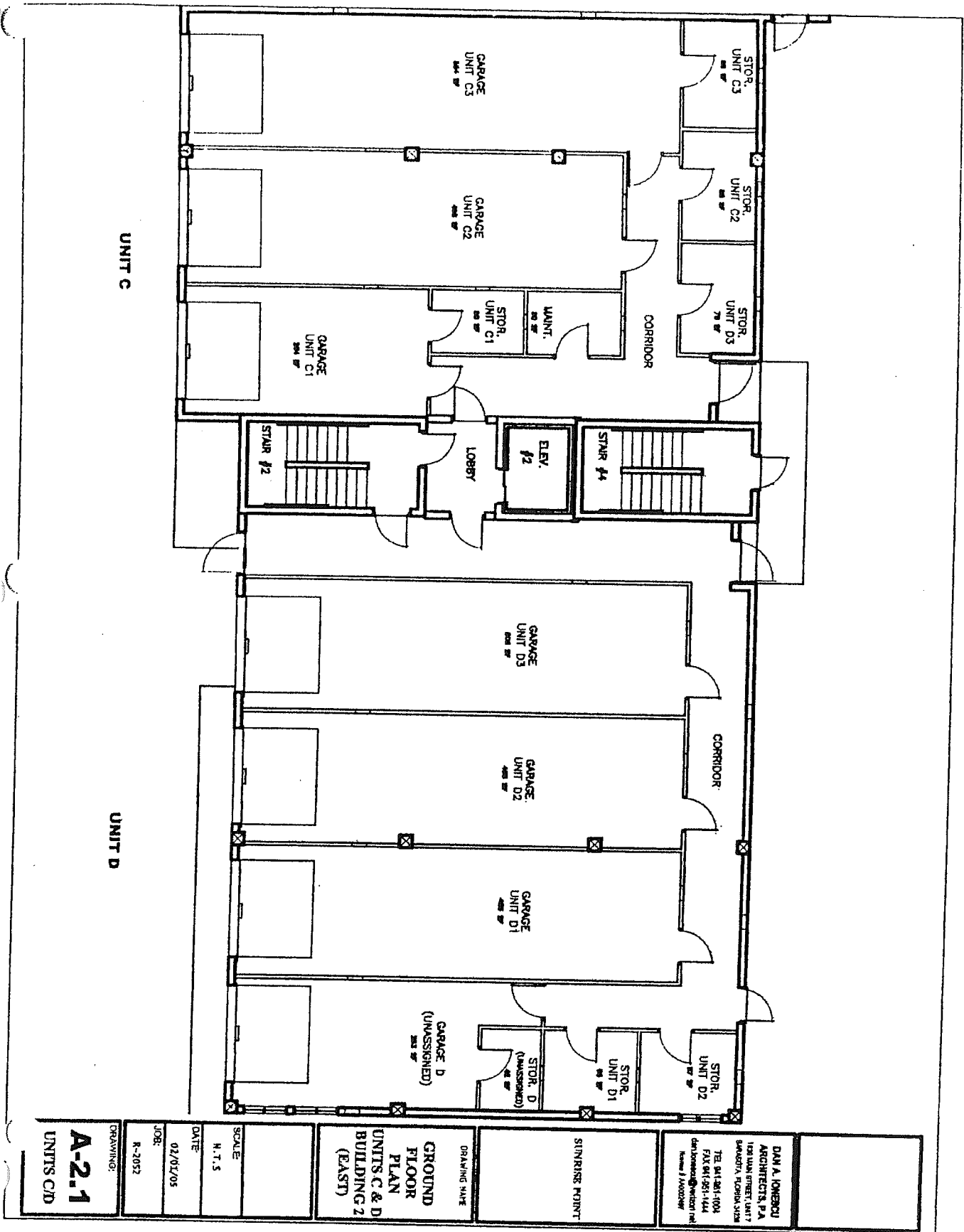
<p>DAN A. JONIKU ARCHITECTS, P.A. 100 MAIN STREET, UNIT 7 BASKETVILLE, MICHIGAN 48806 TEL: 941-961-1004 FAX: 941-961-1444 dan.joniku@architect.com www.dajoniku.com</p>	<p>SUNRISE POINT DRAWING NAME</p>	<p>1ST, 2ND, &amp; 3RD FLOOR PLAN UNITS A &amp; B BUILDING 2 (EAST)</p>	<p>SCALE N.T.S. DATE 02/01/05 JOB R-2052</p>	<p>DRAWING: <b>A-2.2</b> UNITS A/B</p>
---	---------------------------------------	---	--	--



<p>DAN A. IONERSCU ARCHITECTS, P.A. 1001 LAMFRONT UNIT 7 SARASOTA, FLORIDA 34236 TEL: 941-561-1004 FAX: 941-561-1444 dan.ionescu@ionescu.com www.a100.com</p>	<p>SUNRISE POINT</p>	<p>DRAWING NAME 1ST, 2ND, &amp; 3RD FLOOR PLAN UNITS C &amp; D BUILDING 2 (EAST)</p>	<p>SCALE: N.T.S. DATE: 02/01/05 JOB: R-2052 DRAWING:</p>	<p><b>A-2.2</b> UNITS C/D</p>
---	----------------------	--	--	-----------------------------------



<p><b>DAN A. KONESOU</b> ARCHITECTS, P.A. 150 W. ROBERT LANE SUNRISE, FLORIDA 33065 TEL: 941 961-1004 FAX: 941 961-1444 dan.konesou@sunrisepoint.com Sunrise Point Architects</p>	<p>SUNRISE POINT</p>	<p>DRAWING NAME <b>GROUND FLOOR PLAN UNITS A &amp; B BUILDING 2 (EAST)</b></p>	<p>SCALE: N.T.S. DATE: 02/01/05 JOB: R-205Z</p>	<p>DRAWING: <b>A-2.1</b> UNITS A/B</p>
---	----------------------	--	---	--



DAN A. IONERCU  
ARCHITECTS, P.A.  
1100 MAIN STREET, SUITE 7  
SARASOTA, FLORIDA 34236  
TEL: 941.581-1004  
FAX: 941.581-1444  
dan.ionercu@sunrisepoint.com  
Home: 1.800.228.7777

SUNRISE POINT  
DRAWING NAME

GROUNDD  
FLOOR  
PLAN  
UNITS C & D  
BUILDING 2  
(EAST)

SCALE: N.T.S.  
DATE: 02/07/05  
JOB: R-2052  
DRAWING:

**A-2.1**  
UNITS C/D



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

March 2, 2005

THE HORIZONS CONDOMINIUM ASSOCIATION, INC.  
2245 N BEACH ROAD  
ENGLEWOOD, FL 34223

Re: Document Number N03000009712

The Statement of Change of Registered Office and Registered Agent for THE HORIZONS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, was filed on March 2, 2005.

This document was electronically received and filed under FAX audit number H05000052020.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Karen Gibson  
Document Specialist  
Division of Corporations

Letter Number: 105A00014589

EXHIBIT A-2

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

**STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH FOR CORPORATIONS**

Pursuant to the provisions of sections 607.0502, 617.0502, 607.1508, or 617.1508, Florida Statutes, this statement of change is submitted for a corporation organized under the laws of the State of Florida in order to change its registered office or registered agent, or both, in the State of Florida.

1. The name of the corporation: The Horizons Condominium Association, Inc.

2. The principal office address: 2245 N Beach Road  
Englewood, FL 34223

3. The mailing address (if different): \_\_\_\_\_

4. Date of incorporation/qualification: 11/3/2003 Document number: N03000009712

5. The name and street address of the current registered agent and registered office on file with the Florida Department of State:

DARRYL A. NEWELL  
3579 S Access Road, Suite #1  
Englewood, FL 34224

6. The name and street address of the new registered agent (if changed) and /or registered office (if changed):

CT Corporation System  
1200 South Pine Island  
(P.O. Box NOT acceptable)  
Plantation, FL 33324

The street address of its registered office and the street address of the business office of its registered agent, as changed will be identical.

Such change was authorized by resolution duly adopted by its board of directors or by an officer so authorized by the board, or the corporation has been notified in writing of the change.

*[Signature]*  
(Signature of an officer or director)

*[Signature]* Secretary  
(Printed or typed name and title)

I hereby accept the appointment as registered agent and agree to act in this capacity, I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent. Or, if this document is being filed merely to reflect a change in the registered office address, I hereby confirm that the corporation has been notified in writing of this change.

*[Signature]*  
(Signature of Registered Agent)

FEB 18 2005  
(Date)

If signing on behalf of an entity:

Scot Ferraro  
Assistant Secretary

Exhibit A-2  
Page 2 of 6

\*\*\* FILING FEE: \$35.00 \*\*\*

MAKE CHECKS PAYABLE TO FLORIDA DEPARTMENT OF STATE  
MAIL TO: DIVISION OF CORPORATIONS, P.O. BOX 6327, TALLAHASSEE, FL 32314

050-205-0381

3/2/2005 4:13

PAGE 001/001

Florida Dept of State



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

March 2, 2005

SUNRISE POINTE CONDOMINIUM ASSOCIATION, INC.  
550 WEST C STREET, SUITE 1000  
SAN DIEGO, CA 92101

Re: Document Number N03000009712

The Articles of Amendment to the Articles of Incorporation of THE HORIZONS CONDOMINIUM ASSOCIATION, INC. which changed its name to SUNRISE POINTE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, were filed on March 2, 2005.

This document was electronically received and filed under FAX audit number H05000052022.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Karen Gibson  
Document Specialist  
Division of Corporations

Letter Number: 505A00014599

Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314



Articles of Amendment  
TO  
Articles of Incorporation  
of

THE HORIZONS CONDOMINIUM ASSOCIATION, INC.  
(Name of corporation as currently filed with the Florida Dept. of State)

NO3000009712  
(Document number of corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

**NEW CORPORATE NAME (if changing):**

SUNRISE POINTE CONDOMINIUM ASSOCIATION, INC.  
(Must contain the word "corporation," "incorporated," or the abbreviation "corp." or "inc." or words of like import in language; "Company" or "Co." may not be used in the name of a not for profit corporation)

**AMENDMENTS ADOPTED - (OTHER THAN NAME CHANGE)** Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

ARTICLE I-Amended to read "The name of this corporation is SUNRISE POINTE CONDOMINIUM ASSOCIATION, INC. The principal address for the office of the Association is 550 West C Street, Suite 1000, San Diego, California 92101."

ARTICLE II-Amended to replace "The Horizons Condominium" with "Sunrise Pointe Condominium"

ARTICLE VII-Delete Article VII in its entirety and replace with the following persons constituting the Board of Directors. [SEE ATTACHED PAGE]

ARTICLE VIII- Delete Article VIII in its entirety and replace with the following officers: [SEE ATTACHED PAGE]

(Attach additional pages if necessary)

(continued)

The date of adoption of the amendment(s) was: March 1, 2005

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

- The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

Signed this 1<sup>st</sup> day of March, 2005.

Signature *Darcy Gunnell*  
(By the chairman or vice chairman of the board, president or other officer- if directors have not been elected, by an incorporator- if the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.)

DARCY GUNNELL  
(Typed or printed name of person signing)

Secretary  
(Title of person signing)

FILING FEE: \$35

ARTICLE VII:

<u>Name</u>	<u>Address</u>
Jim Tyler	550 West C Street #1000 San Diego, CA 92101
Michael K. Marks	550 West C Street #1000 San Diego, CA 92101
Brian Trotter	550 West C Street #1000 San Diego, CA 92101

ARTICLE VIII:

<u>Name</u>	<u>Address</u>
Michael R. Kelly Chairman and Chief Executive Officer	550 West C Street #1000 San Diego, CA 92101
Richard Kelly President	550 West C Street #1000 San Diego, CA 92101
Jim Tyler Executive Vice President	550 West C Street #1000 San Diego, CA 92101
Charles Blomn Chief Financial Officer	550 West C Street #1000 San Diego, CA 92101
Joe Thomas Senior Vice President	550 West C Street #1000 San Diego, CA 92101
Michael K. Marks Senior Vice President, General Counsel and Assistant Secretary	550 West C Street #1000 San Diego, CA 92101
Darcy Gunnell Secretary	550 West C Street #1000 San Diego, CA 92101

**EXHIBIT A-3**  
**BYLAWS**  
**SUNRISE POINTE CONDOMINIUM ASSOCIATION, INC.**

1. **IDENTITY.** These are the Bylaws of SUNRISE POINTE CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation (hereinafter the "Association") formed for the purpose of administering the condominiums of SUNRISE POINTE, which is located in Charlotte County, Florida upon the lands described in the Declaration of Condominium.

(.1) **OFFICE.** The office of the Association shall be at the following address: c/o Kelly Capital, LLC, 550 West C Street, Suite 1000, San Diego, CA 92101.

(.2) **FISCAL YEAR.** The fiscal year of the Association shall be from January 1 through December 31 of each year.

(.3) **SEAL.** The seal of the Association shall bear the name of the Association, the word "Florida", the words "corporation not-for-profit", and the year of incorporation.

(.4) **STATUTORY PROVISIONS.** All provisions of section 718.112(2)(a) through (m), F.S., are deemed to be included in these bylaws.

2. **MEMBERS' MEETINGS**

(.1) **ANNUAL MEMBERS' MEETINGS.** Annual Members' Meetings shall be held at the Condominium or at such other convenient location as may be determined by the Board of Directors, at such hour and upon such date each year as may be determined by the Board of Directors, for the purpose of electing Directors and of transacting business authorized to be transacted by the members.

(.2) **SPECIAL MEMBERS' MEETINGS.** Special Members' Meetings shall be held whenever called by the President, Vice-President, or by a majority of the Board of Directors, and when called by written notice from ten percent (10%) of the entire membership. As to the meeting required when Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, the meeting may be called and notice given by any Unit Owner if the Association fails to do so.

(.3) **WRITTEN NOTICE OF MEMBERS' MEETINGS.** Written Notice of Member's Meetings, which notice shall incorporate an identification of agenda items, shall be given to each Unit Owner by United States mail not less than fourteen (14) days, nor more than sixty (60) days, prior to the annual meeting. A post office certificate of mailing shall be obtained and retained as proof of such mailing or an officer of the Association shall provide an affidavit of proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days, but not more than sixty (60) days, prior to the annual meeting.

(a) The Board of Directors shall also mail a meeting notice and copies of the proposed annual budget of Common Expenses to the Unit Owners not less than thirty (30) days prior to the meeting at which the budget will be considered.

(b) Notice of a special meeting to elect a Director or Directors from the Unit Owners other than the Developer is specified in By-Laws 3(.2)(d).

(c) If the Board of Directors adopts in any fiscal year an annual budget which requires Assessments against the Unit Owners which exceed 115 percent of Assessments for the preceding fiscal year, the Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board of Directors receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the Board of Directors shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with the notice requirement, and such affidavit shall be filed among the official records of the Association. Unit Owners may consider an adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by the majority of all voting interests unless the Bylaws require adoption by a greater percentage of voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board of Directors shall take effect as scheduled.

(d) All notices of meetings shall state clearly and particularly the purpose or purposes of the meeting.

(.4) QUORUM. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall not constitute the presence of such member for the purpose of determining a quorum and shall not be counted as a vote for or against any such action. Decisions made by owners of a majority of the Units represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except an amendment to the Condominium Documents or such other decision as may be law or said documents require a larger percentage in which case the percentage required in the documents or law shall govern.

(.5) INDIVISIBLE VOTE. Each Unit shall have one indivisible vote, and the vote of the Owners of a Unit owned by more than one person (except husband and wife either of whom may cast the vote) or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the Unit and filed with the Secretary of the Association. The certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such Unit shall not be considered in determining the requirement for a quorum nor for any other purpose.

(.6) PROXIES. Votes may be cast in person or by proxy. Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Condominiums. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for those matters specified in Florida Statute 718.112(2). No proxy, limited or general, shall be used in the election of board members. General proxies may be used for other matters for which limited proxies are not required. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Unit Owner executing the proxy.

(.7) APPROVAL OR DISAPPROVAL. Approval or disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(.8) ADJOURNED MEETINGS. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Notwithstanding the foregoing, any such adjourned meeting must be duly noticed.

(.9) ORDER OF BUSINESS AT THE ANNUAL MEMBERS' MEETINGS. The order of business at the Annual Members' Meetings, and, as far as applicable at all other members' meetings, shall be as follows:

- (a) Any envelopes containing ballots shall be collected by the Association and shall be transported to the location of the annual meeting of the Unit Owners.
- (b) Election of Chairman of the meeting, unless the President or Vice-President of the Association is present, then he (or she) shall preside.
- (c) Calling of the roll and certifying of proxies.
- (d) Proof of notice of meeting or waiver of notice.
- (e) Reading and disposing of any unapproved minutes.
- (f) Reports of Directors.
- (g) Reports of Committees.
- (h) Election of Directors.
- (i) Unfinished business.
- (j) New business.

(k) Adjournment.

### 3. BOARD OF DIRECTORS

(.1) NUMBER OF DIRECTORS. The affairs of the Association are to be managed initially by a Board of Directors comprised of three (3) individuals who will be elected each year at the annual meeting of the Association. At such time as the Developer has relinquished control of the Association as provided by the Condominium Act, the Board of Directors may be comprised of any odd number of Directors not less than three (3) nor more than five (5). Other than Directors selected by the Developer, each Director shall be a person entitled to cast a vote in the meetings of the Association. The Developer shall be entitled to select at least one Director as long as it holds at least five percent (5%) of the Units that will ultimately be operated by the Association for sale in the ordinary course of business.

(.2) DESIGNATION OF THE DIRECTORS. Designation of the Directors shall be in the following manner:

(a) The Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided by the Condominium Act. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election. No less than fourteen (14) days and no more than thirty-four (34) days prior to the scheduled election, the Association shall then mail a second notice of the meeting to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8½ inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid.

(b) Except as to vacancies provided by removal of Directors as members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled as provided by law.

(c) Any Directors except those selected by the Developer, may be removed with or without cause by concurrence of a majority of the members of the Association, either by written agreement or at a special meeting of the members called for that purpose either by a majority of the Board of Directors or by ten (10%) percent of the members. The vacancy in the

Board of Directors so created shall be filled by the members of the Association at the same meeting.

(d) (i) When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Directors of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers, or three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers, or when all of the Units that will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by the Developer in the ordinary course of business; or when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or seven (7) years after recordation of the Declaration of Condominium, whichever shall first occur. The Developer is entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium operated by the Association.

(ii) Within seventy-five (75) days after Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less than sixty (60) days notice of a meeting of the Unit Owners for this purpose.

(iii) At the time Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Developer, as specified in Florida Statute 718.301.

(.3) TERM OF EACH DIRECTOR'S SERVICE. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. Provided, however, that in order to provide a continuity of experience, the members at the first annual meeting after the Developer has relinquished control of the Association may vote to give up to one-third of the Board members terms of one year, the second third of the Board members terms of two years and the remaining Board members terms of three years so that a system of staggered terms will be initiated.

(.4) ORGANIZATION MEETING. The organization meeting of the newly-elected Board of Directors shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present.

(.5) REGULAR MEETINGS OF THE BOARD OF DIRECTORS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to



time, by a majority of the Directors, but not less than annually. Notice of regular meetings shall be given to each Director personally or by mail, telephone, or facsimile, at least seven (7) days prior to the day named for such meeting.

(.6) SPECIAL MEETINGS OF THE DIRECTORS. Special Meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than seven (7) days notice of the meeting shall be given personally or by mail, telephone, or facsimile, which notice shall state the time, place and purpose of the meeting, except in an emergency.

(.7) WAIVER OF NOTICE. Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(.8) MEETING OF THE BOARD OF DIRECTORS. Meetings of the Board of Directors shall be open to all Unit Owners to attend. Members of the Board of Directors may participate in all meetings in person or by telephone conference, and may vote by telephone; if any members of the Board of Directors are participating by telephone conference, a telephone speaker must be used so that the conversation of those members of the Board of Directors attending by telephone may be heard by the members of the Board of Directors attending in person, as well as by any Unit Owners present at a meeting. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. Notice of all meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance of the meeting except in an emergency. However, written notice of any meeting at which non-emergency special Assessments, or at which amendment to rules regarding Unit use, will be proposed, discussed, or approved, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than 14 days, nor more than sixty (60) days prior to the meeting. Evidence of compliance with this notice requirement shall be made by an affidavit executed by the Secretary and filed among the official records of the Association. Notice of any meeting in which regular Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

(.9) QUORUM AT DIRECTORS' MEETINGS. A quorum at Directors' Meetings shall consist of a majority of the entire Board of Directors. Members of the Board of Directors attending by telephone conference shall be counted toward obtaining a quorum. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided proper notice is given to the owners of the new date and time of such meeting.

(.10) PRESIDING OFFICER. The presiding officer at Directors' meeting shall be the President of the Board if such an officer has been elected; and if none, then the Vice-President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

(.11) DIRECTORS SHALL SERVE WITHOUT PAY. Directors shall serve without pay, but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by Unit Owners when such is specifically required. Such powers and duties of the Directors shall include but shall not be limited to the following:

(.1) TO MAKE AND COLLECT ASSESSMENTS AGAINST Unit Owners to defray the costs, expenses, and losses of the Association and Association property;

(.2) TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties;

(.3) THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the Condominium Property;

(.4) THE RECONSTRUCTION OF IMPROVEMENTS AFTER CASUALTY and the further improvement of the Condominium Property;

(.5) TO MAKE AND AMEND the Rules and Regulations;

(.6) TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS on behalf of the Association;

(.7) TO ENFORCE by legal means the provisions of applicable laws, the Declaration of Condominium, the Bylaws, and the Rules and Regulations for the use of the Condominium Property and to charge reasonable penalties and fines against Unit Owners for violation of the Declaration of Condominium, the Bylaws, and the Rules and Regulations as promulgated by the Board of Directors;

(.8) TO CONTRACT FOR MANAGEMENT of the Condominium;

(.9) TO FACILITATE the removal of any liens filed against the Condominium as a whole in violation of Florida Statutes;

(.10) TO CARRY INSURANCE for the protection of the Unit Owners and the Association against casualty and liabilities;

(.11) TO PAY THE COST OF ALL WATER, SEWER, ELECTRICITY, TELEPHONE, and other utility services rendered to the Condominium and not billed to the Unit Owners;

(.12) TO EMPLOY PERSONNEL for reasonable compensation to perform the services required for proper administration of the purposes of the Association;

(.13) TO ACQUIRE AND TO ENTER INTO AGREEMENTS whereby the Association acquires leaseholds, memberships and other possessory or use interest in lands or facilities for the enjoyment, recreation or other use and benefit of the Unit Owners;

(.14) TO OWN, HOLD, LEASE, MORTGAGE, AND CONVEY all kinds of property;

(.15) TO MAINTAIN A CLASS ACTION on behalf of the Association and to settle a cause of action on behalf of the Unit Owners with reference to matters of common interest;

(.16) TO OPERATE AND MAINTAIN the Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas; and

(.17) TO CONTRACT FOR SERVICES to provide for operation and maintenance of the Surface Water Management System Facilities if the Association contemplates employing a maintenance company.

## 5. OFFICERS

(.1) EXECUTIVE OFFICERS. Executive officers of the Association shall be the President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected annually by and from the Board of Directors and who may be peremptorily removed by a majority vote of the Directors at any meetings. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary.

(.2) PRESIDENT. The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of President of a corporation. Additionally, the President shall represent and exercise all rights belonging to the Association including, but not being limited to, attending all meetings of the membership of the Association, and shall perform all such duties as are properly required of him by the Board of Directors.

(.3) VICE-PRESIDENT. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(.4) SECRETARY. The Secretary shall keep the minutes of all proceedings of the Board of Directors and the members, shall attend to the giving and serving of all notices to the members and Directors and other notices required by law, shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed, shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties

incident to the office of Secretary of the Association and as may be required by the Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

(.5) TREASURER. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness, shall keep the assessment rolls and accounts of the members, shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of the Treasurer of a corporation.

(.6) COMPENSATION. The Compensation of all officers and employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the Condominium.

6. MINUTES OF ALL MEETINGS. Minutes of all Meetings of Unit Owners and of the Board of Directors shall be kept in a businesslike manner, and these plus records of all receipts and expenditures and all other records shall be available for inspection by Unit Owners and Board members at all reasonable times.

7. FISCAL MANAGEMENT. Fiscal Management shall be in accordance with the following provisions:

(.1) BUDGET

(a) A proposed annual budget of Common Expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance, and administration of the Condominium including insurance, management fees, if any, and which shall accrue a reserve for deferred replacement maintenance and depreciation, unless waived annually by a majority vote. The proposed annual budget will contain a reasonable allowance for contingencies and provide funds for all unpaid operating expenses previously incurred.

(b) A copy of the proposed annual budget shall be mailed to the Unit Owners not less than thirty (30) days prior to a meeting of the owners at which the budget will be considered together with a notice of the meeting. Should a quorum fail to be present or represented at the meeting or fail to adopt the budget presented or a revised budget, then and in that event the Directors shall have the authority to adopt a budget.

(c) The first budget shall be made by the Association.

(.2) ASSESSMENTS. The shares of the Unit Owners of the Common Expenses shall be made payable quarterly in advance and shall become due on the first day of each quarter. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

(.3) EMERGENCY ASSESSMENTS. Assessments for the expenses of emergencies which cannot be paid from the contingency account shall be made only by the Board of Directors and the time of payment shall likewise be determined by them. Emergency or special assessments mean any assessment levied against a Unit Owner other than the assessment required by the budget adopted annually. The specific purpose(s) of any special assessment shall be set forth in a written notice of such assessment sent or delivered to each Unit Owner. The funds collected pursuant to such special assessment shall be used only for the specific purpose(s) set forth in such notice. However, upon completion of such specific purpose(s), any excess funds will be considered common surplus, and may, at the discretion of the Board of Directors, either be returned to the Unit Owners or applied as a credit toward assessments.

(.4) ASSESSMENT ROLL. The Assessments for Common Expenses according to the budget shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by Unit Owners. Such roll shall indicate for each Unit the name and address of the owner and the Assessments paid and unpaid. A certificate made by a duly authorized representative of the Directors as to the status of a Unit's account may be relied upon for all purposes for any person for whom made other than the Unit Owner.

(.5) LIABILITY FOR ASSESSMENTS. A Unit Owner shall be liable for all Assessments coming due while he is the owner of a conveyance and shall be jointly and severally liable for all unpaid Assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by a waiver of the use or enjoyment of any common elements, or by abandonment of the Unit for which the Assessments are made, per Florida Statute 718.116.

(.6) LIEN FOR ASSESSMENTS. The unpaid portion of an Assessment, which is due together with interest thereon and reasonable attorney's fees for collection, shall be secured by a lien upon:

(a) THE UNIT, and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirement of Florida Statute 718.116.

(b) COLLECTION

(i) INTEREST - APPLICATION OF PAYMENT. Assessments paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not paid on or before fifteen (15) days shall bear interest at the highest legal rate chargeable to an individual under Florida Statutes then in existence, from the date due until paid. The Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25.00 or 5% of the Assessment for each delinquent installment that the payment is late. All payments upon account shall be first applied to interest and the late charge, then to any costs and reasonable attorneys' fees incurred in collection, and then to the Assessment payment first due. All interest and late charges collected shall be credited to the Common Expense account.

(ii) **SUIT.** The Association, at its option, may enforce collection of delinquent Assessment accounts by suit at law or by foreclosure of the lien securing the Assessments, or by any other remedy available under the laws of the State of Florida, and in either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest at the highest rate allowed by law, and all costs incident to the collection and the proceeding, including reasonable attorney's fees. Per Florida Statute 718.116(6)(b), the Association must deliver or mail by certified mail to the Unit Owner a written notice of its intention to foreclose the lien 30 days before commencing foreclosure.

(.7) **ACCOUNTS .** All sums collected from Assessments shall be maintained in a separate account in the Association's name. For investment purposes only, reserve funds may be commingled with operating funds of the Association.

(.8) **DEPOSITORY.** The depository of the Association shall be such bank or banks in Florida as shall be designated from time to time by the Directors and in which the monies from such accounts shall be withdrawn only by checks signed by such persons as are authorized by the Directors. Reserve accounts, however, may be placed in money market certificates or daily cash reserve accounts with stock brokers to earn higher interest.

(.9) **FINANCIAL REPORT.** A financial report of the accounts of the Association shall be made annually, and a copy of the report shall be furnished to each member of the Association in accordance with the requirements of Florida Statute 718.111(13).

(.10) **FIDELITY BONDS.** The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the President, Secretary, and Treasurer of the Association. The premiums of such bonds shall be paid by the Association.

8. **PARLIAMENTARY RULES.** Roberts Rules of Order, the latest edition, shall govern the conduct of the meetings of the Association and the Board of Directors when not in conflict with the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or with the laws of the State of Florida.

9. **AMENDMENTS.** Amendments to the Bylaws shall be proposed in the following manner:

(.1) **NOTICE.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(.2) **RESOLUTION.** A resolution adopting a proposed amendment must receive approval of a majority of the votes of the entire membership of the Association.

(

(.3) INITIATION. An amendment may be initiated or proposed by either a majority of the Board of Directors or by ten percent (10%) of the membership of the Association.

(.4) EFFECTIVE DATE. An amendment when adopted shall become effective only after being recorded according to law.

(.5) BYLAWS. The Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, or the Condominium Act.

10. WEIGHT OF VOTES. The Weight of Votes cast by members of the Association shall be one vote for each Unit.

11. WRITTEN AGREEMENT WITHOUT MEETINGS. In the event of the Board of Directors deem it necessary, they and the Unit Owners may act by written agreement without meetings, which written agreement may be executed in counterparts.

The foregoing was adopted as the Bylaws of SUNRISE POINTE CONDOMINIUM ASSOCIATION, INC., at the first meeting of the Board of Directors on the 1<sup>st</sup> day of April, 2005.

SUNRISE POINTE  
CONDOMINIUM ASSOCIATION, INC.,  
a Florida corporation

[Signature]  
Name: Richard Kelly  
President

Attestation:

[Signature]  
Name: Darcy Gunnell  
Secretary



**EXHIBIT A-4**  
**RULES AND REGULATIONS**

The following Rules and Regulations ("Rules") shall govern and control the use, occupancy, and enjoyment of all units and common elements in all condominiums operated by Sunrise Pointe Condominium Association, Inc. (the "Association"), as well as all property owned by the Association, the aforesaid Rules being for the mutual welfare and benefit of all unit owners of Sunrise Pointe, a Condominium ("Sunrise Pointe"). The Rules furthermore apply to all persons occupying, residing, and visiting Sunrise Pointe, located at 2245 N. Beach Road, Englewood, Florida (the "Property"). The Rules may be amended from time to time as provided in the Declaration of Condominium of Sunrise Pointe.

1. Notices of Association meetings shall be posted on a bulletin board which shall be located in or about a common element on the Property as shall be determined from time to time by the Association.
2. Intentionally Omitted.
3. No radio or television antenna nor any wiring for any purpose may be installed on the exterior of the buildings without the written consent of the Board of Directors of the Association (the "Board of Directors").
4. No signs, flags (other than as permitted hereafter), pennants, advertisements, notices, or other lettering, including "For Sale" and "For Lease" signs, shall be exhibited, inscribed, painted, or affixed by any unit owner to any part of the Property visible from the exterior or from common elements without the prior written consent of the Board of Directors, provided that, however, this restriction shall not apply to the developer of Sunrise Pointe (the "Developer") in regard to sale of units by the Developer. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way, portable, removable, official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.
5. All common elements will be used for their intended purposes and no articles belonging to unit owners shall be kept therein or thereon, and such areas shall be at all times be kept free of obstruction. Boat docks shall also be kept free of obstruction.
6. Disposition of garbage and trash shall be by curbside pick-up. The use of receptacles approved by the Board of Directors shall be required to dispose of trash and garbage. Residents shall place garbage and trash in sealed, plastic, garbage bags prior to such trash being disposed in approved receptacles.

7. Nothing shall be hung from the windows or placed upon the window sills of a unit. No unit owner shall discard items, or permit any items to fall, from the windows of their unit. Neither shall any rugs or mops be shaken own from any windows or doors.
8. No wash lines will be erected outside an owner's unit.
9. Use of recreational facilities will be in such a manner as to respect the rights of the other unit owners. All unit owners, families, guests, invitees, and lessees shall abide by the rules displayed by the swimming pool, pool gazebo, spa, and other common elements.
10. Swimming shall not be allowed after 10 p.m. without the prior written approval of the Board of Directors. Children under the age of 12 years will not be permitted in the pool unaccompanied by an adult.
11. The activities and behavior of all children, whether residents or visitors, upon the Property shall be regulated by the responsible individual unit owner including physical supervision when necessary or appropriate. The Board of Directors, or designated representatives thereof, shall at all times have the authority to require the unit owner, families, guests, invitees, lessees, or other adult responsible for a particular child, to remove him/her from any common element area if the child's conduct is such that such action is deemed reasonably necessary.
12. All units shall be for residential purposes only.
13. No unit owner may cause or permit any disturbing noises or permit improper use of the premises, whether by themselves or their families, guests, invitees, or lessees, nor do or permit anything to be done by such persons which will interfere with the rights, comfort, or convenience of other unit owners. No unit owner may play, or allow to be played, in a loud manner, any musical instrument, television, radio, phonograph, tape player, or compact disc player in the unit or on the Property if same shall disturb or annoy other occupants of Sunrise Pointe. Reasonable standards shall apply in interpretation of these provisions.
14. No pet or animal shall be allowed to be kept in or on the Property except as allowed pursuant to the applicable provisions of the Declaration of Condominium. Pets must be kept on a leash, or caged, or under the direct control of the owner at all times when outside of the owner's unit. Pets will not be allowed to exceed 40 pounds.
15. Owners must immediately clean up any waste in the common element areas deposited by their pets. Pets shall only be exercised on the Property in the areas designated by the Board of Directors.
16. If the Board of Directors shall determine that any pet has become a nuisance or danger to other unit owners, the pet shall be removed from the Property.

17. Unit owners shall not drill through any common walls without the written approval of the Board of Directors.
18. Unit owners shall not paint or otherwise change the appearance of any exterior wall, door, window, porch, or other exterior surface. No draperies or curtains shall be placed at the windows of any unit without a solid, white liner facing the exterior of the unit. No planting shall be allowed outside the interior of a unit except upon the written approval of the Board of Directors. Exterior lights shall be of a uniform color, the color of which shall be determined by the Board of Directors. No sunscreen, blind, awning, or vinyl enclosure shall be placed on any patio or exterior opening except as permitted by the Board of Directors in accordance with the provisions of the Declaration of Condominium.
19. Owners may install hurricane shutters on their units; however, said shutters, and the design thereof, must be first approved in writing by the Board of Directors; the Board of Directors shall grant such approval provided that the shutters conform to uniform standards and specifications therefore, established from time to time by the Board of Directors as to color, style, and other relevant features. All hurricane shutters, and standards and specifications therefore, must comply with all applicable building codes.
20. The Association shall retain a key to each of the units pursuant to the Association's right of access. No unit owner shall alter any lock, or install a new lock, on any door without immediately providing a key to said lock to the Association.
21. The lease of any unit must contain a statement to the effect that said lease incorporates by reference, and is subject to the provisions of, all of the condominium documents including, but not limited to, the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the Rules of the Association.
22. The unit owner must provide a copy of the Rules to any prospective tenant of the owner's unit. In the event that a tenant violates the Rules, the Association shall have the right to immediately terminate and cancel the associated lease and to bring appropriate legal proceedings when necessary to evict the tenant. The costs involved in any such eviction proceedings, including the cost of reasonable attorney's fees and expenses, shall be the obligation of tenant and the unit owner, jointly and severally.
23. No feeding of non-domestic birds or wildlife shall be permitted on the Property.
24. The Rules shall apply equally to all owners, and their families, guests, invitees, and lessees. The Developer retains the right to modify or make exceptions to the Rules or to promulgate additional rules and regulations; this right to modify or make exceptions is limited to the term of the Developer's control of the Association.

Thereafter, the Association shall have the right to amend the Rules by a majority vote of the Board of Directors.

The foregoing Rules, numbered 1 through 24, inclusive, are hereby agreed to be followed this the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Unit Number: \_\_\_\_\_

Unit Owner:

By: \_\_\_\_\_

Name: \_\_\_\_\_

# 2579876\_v2

**EXHIBIT B**

**OPERATING BUDGET**

**Sunrise Pointe Condominium Association - Board Approved Budget 2009**  
**January 1, 2009 - December 31, 2009**

	2008 Budget	2008 ProForma	REVENUE		2009 Annual Budget	2009 Monthly Budget	General Notes
			2008 Variance				
Association Maintenance Fees	\$ 154,080	\$ 154,080	\$ -	\$ -	\$ 154,680	\$ 12,890	
Reserve Fees	\$ 26,400	\$ 26,400	\$ -	\$ -	\$ 26,400	\$ 2,200	
Dock Slip Fees	\$ 2,520	\$ 2,520	\$ -	\$ -	\$ 2,520	\$ 210	\$30 per slip per month, 7 slips in all.
Limited Common Element - HVAC	\$ -	\$ -	\$ -	\$ -	\$ 576	\$ 48	
Limited Common Element - Covered Parking	\$ -	\$ -	\$ -	\$ -	\$ 144	\$ 12	
Limited Common Element - Storage	\$ -	\$ -	\$ -	\$ -	\$ 144	\$ 12	
Limited Common Element - Lanai	\$ -	\$ -	\$ -	\$ -	\$ 144	\$ 12	
Interest & Other Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL REVENUE</b>	<b>\$ 183,000</b>	<b>\$ 183,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 184,610</b>	<b>\$ 15,384</b>	
<b>EXPENSES</b>							
Alarm System Monitoring	\$ 2,725	\$ 2,725	\$ -	\$ -	\$ 2,500	\$ 208	Reduction with change to Internet Monitoring
Elevator Maint	\$ 9,700	\$ 9,683	\$ 37	\$ 37	\$ 10,400	\$ 867	Incl additional services Otis 6-7% increase, + \$1K to inspect / certify HOA controls two slips; offsetting the income shown above.
Fee for 2 HOA Community Slips	\$ 720	\$ 720	\$ -	\$ -	\$ 720	\$ 60	
General Expenses & Repairs	\$ 4,200	\$ 6,640	\$ (2,440)	\$ (2,440)	\$ 6,789	\$ 576	Incl HOA-related interior repairs required on Units
Insurance	\$ 62,000	\$ 66,681	\$ (4,681)	\$ (4,681)	\$ 55,615	\$ 4,635	Based on Barney & Barney est, calc'd to incl likely increases
Landscape Maintenance & Mulching	\$ 21,380	\$ 19,700	\$ 1,680	\$ 1,680	\$ 13,500	\$ 1,125	New arrangement with replacement Contractor
Maintenance Man	\$ 6,000	\$ 6,075	\$ (75)	\$ (75)	\$ 6,000	\$ 500	Property Management company has agreed to maintain their fee with no increase.
Management Fees - Association	\$ 8,400	\$ 8,400	\$ -	\$ -	\$ 8,400	\$ 700	Property Management company has agreed to maintain their fees with no increase.
Mangrove Monitoring and State Fees	\$ 3,001	\$ 3,014	\$ (13)	\$ (13)	\$ 3,000	\$ 250	Note: Was paid from 'Miscellaneous' in 2008
Miscellaneous / Administrative Expenses	\$ 2,304	\$ 2,418	\$ (114)	\$ (114)	\$ 2,400	\$ 200	With added ant control around exterior of building
Pest Control	\$ 600	\$ 550	\$ 50	\$ 50	\$ 600	\$ 50	No change anticipated for 2009
Rent for Recreational and Other Commonly Used Facilities - Submerged Lands	\$ -	\$ -	\$ -	\$ -	\$ 7,960	\$ 665	For Fall 2008 complex repairs and improvements; repayment of loan plus interest.
Repayment of Loan from Developer	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ 500	Funds taken from Reserves in 2008 to upgrade alarm and video monitoring systems.
Repayment of Loan from Reserves	\$ -	\$ -	\$ -	\$ -	\$ 2,200	\$ 183	No change anticipated for 2009
Scheduled Improvements	\$ 2,200	\$ 2,200	\$ -	\$ -	\$ 2,200	\$ 183	
Swimming Pool Maintenance	\$ 6,010	\$ 5,981	\$ 29	\$ 29	\$ 6,000	\$ 500	Cost of chemicals hopefully not increasing dramatically this year, eliminate fuel charge
Telephone - Elevator and Entry	\$ 5,600	\$ 4,773	\$ 827	\$ 827	\$ 4,800	\$ 400	Change to Internet Monitoring - incl Cable Internet & Sec Camera Monitor
Utilities - Electricity	\$ 14,440	\$ 13,243	\$ 1,197	\$ 1,197	\$ 14,000	\$ 1,167	Moderate rate increase anticipated from FPL.
* Water/Sewer Gross Billing Paid	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Billed and recorded separately from this budget.
Net Common Area Water Expense	\$ 4,800	\$ 4,754	\$ 46	\$ 46	\$ 5,000	\$ 417	Small rate increase anticipated from water company.
Fees Payable to the Florida Division of Condos	\$ 96	\$ 96	\$ -	\$ -	\$ 96	\$ 8	Mandatory fee of \$4.00 per unit per year to State of Florida.
Taxes Upon Association Property	N/A	N/A	N/A	N/A	N/A	N/A	
Taxes upon Leased Areas	N/A	N/A	N/A	N/A	N/A	N/A	
Taxes for the unit, if subject to a lease	N/A	N/A	N/A	N/A	N/A	N/A	
Rent payable by the unit owner directly to the lessor or agent under any recreational lease or lease for the use of commonly used facilities, which use and payment is a mandatory condition of ownership and is not included in the common expense or assessments for common maintenance paid by the unit owners to the association							
<b>TOTAL EXPENSES</b>	<b>\$ 154,176</b>	<b>\$ 157,634</b>	<b>\$ (3,458)</b>	<b>\$ (3,458)</b>	<b>\$ 157,200</b>	<b>\$ 13,100</b>	

Sunrise Pointe Condominium Association - Board Approved Budget 2009  
 January 1, 2009 - December 31, 2009

RESERVES					
Reserves	\$ 26,400	\$ 26,400	\$ -	\$ 26,402	\$ 2,200
<b>LIMITED COMMON ELEMENTS</b>					
Limited Common Element - HVAC	\$ -	\$ -	\$ -	\$ 576	\$ 48
Limited Common Element - Covered Parking	\$ -	\$ -	\$ -	\$ 144	\$ 12
Limited Common Element - Storage	\$ -	\$ -	\$ -	\$ 144	\$ 12
Limited Common Element - Lanai	\$ -	\$ -	\$ -	\$ 144	\$ 12
<b>TOTAL LIMITED COMMON ELEMENT EXPENSES</b>	\$ -	\$ -	\$ -	\$ 1,008	\$ 84
<b>TOTALS</b>					
TOTAL REVENUE	\$ 183,000	\$ 183,000	\$ -	\$ 184,610	\$ 15,384
TOTAL EXPENSES	\$ 154,176	\$ 157,634	\$ (3,458)	\$ 157,200	\$ 13,100
TOTAL RESERVES	\$ 26,400	\$ 26,400	\$ -	\$ 26,402	\$ 2,200
TOTAL LIMITED COMMON ELEMENTS	\$ -	\$ -	\$ -	\$ 1,008	\$ 84
NET OPERATING GAIN or (LOSS)	\$ 2,424	\$ (1,034)	\$ (3,458)	\$ -	\$ (0)

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

**INSURANCE CALCULATION**

	Ins Total \$	Total % of Ins Budget
Quarter 1 Ins Due	22,543.00	41%
Quarter 2 Ins Due	8,015.00	14%
Quarter 3 Ins Due	4,007.00	7%
Quarter 4 Ins Due	21,050.00	38%
	55,615.00	100%

**MAINTENANCE FEE CALCULATION**

Total Assoc Maintenance Fees	154,680.00		
Total Reserve Account Funding	26,402.07		
Total Revenue Maint Fees + Reserves	181,082.07	7,545.09	< Annual/Unit
Assoc Maintenance Fee Total Budget	154,680.00		
Less Insurance Total	(55,615.00)		
Base Maintenance Fee Total Budget	99,065.00	4,127.71	< Annual/Unit
Added In Insurance and Reserves			
Per Unit		Ins Weighted	Reserve Acct
Quarter 1 2009	2,246.22	1,031.93	939.29
Quarter 2 2009	1,640.89	1,031.93	333.96
Quarter 3 2009	1,473.89	1,031.93	166.96
Quarter 4 2009	2,184.01	1,031.93	877.08
	7,545.00	4,127.71	2,317.29
Comparison 2008			
Quarter 1 2008	1,880.00	1,605.00	275.00
Quarter 2 2008	1,880.00	1,605.00	275.00
Quarter 3 2008	1,880.00	1,605.00	275.00
Quarter 4 2008	1,880.00	1,605.00	275.00
	7,520.00	6,420.00	1,100.00

**Sunrise Pointe Condominium Association - Board Approved Budget 2009**

**Effective Date: January 1, 2009 to December 31, 2009**

**Reserves Schedule**

Reserve Item	Estimated Replacement Cost	Estimated Useful Life (years)	AGE	Estimated Remaining Life (years)	Accumulated Balance as of January 2009	Annual Contribution	Monthly Contribution
ROOF REPLACEMENT	\$ 125,000	20	2	18	\$ 6,500	\$ 6,583	\$ 549
PAINTING EXTERIOR OF BUILDINGS	\$ 75,000	8	2	6	\$ 14,999	\$ 10,000	\$ 833
PAVING / RESURFACING	\$ 15,000	7	2	5	\$ 1,500	\$ 2,700	\$ 225
SWIMMING POOL RESURFACING	\$ 12,500	6	2	4	\$ 999	\$ 2,875	\$ 240
ELEVATOR REPLACEMENT	\$ 100,000	25	2	23	\$ 2,399	\$ 4,244	\$ 354
<b>TOTAL</b>	<b>\$ 327,500</b>				<b>\$ 26,398</b>	<b>\$ 26,402</b>	<b>\$ 2,200</b>

*Columns may not total due to rounding*



**Sunrise Pointe Condominium Association**  
**Limited Common Element Budget**  
**Air Conditioning/Heating Units**  
**January 1, 2009 - December 31, 2009**

	2009 Annual Budget	2009 Monthly Budget
Association Maintenance Fees	-	-
TOTAL REVENUE	\$ 576	\$ 48
Maintenance	\$ 576	\$ 48
Administration	N/A	N/A
Management fees	N/A	N/A
Rent for Recreational and Other Commonly Used Facilities	N/A	N/A
Taxes Upon Association Property	N/A	N/A
Taxes upon Leased Areas	N/A	N/A
Insurance	N/A	N/A
Security Provisions	N/A	N/A
Other Expenses	N/A	N/A
Operating Capital	N/A	N/A
Reserves	N/A	N/A
Fees Payable to the Division	N/A	N/A
Rent for the unit, if subject to a lease	N/A	N/A
Rent payable by the unit owner directly to the lessor or agent under any recreational lease or lease for the use of commonly used facilities, which use and payment is a mandatory condition of ownership and is not included in the common expense or assessme	N/A	N/A
TOTAL EXPENSES	\$ 576	\$ 48
PER UNIT COST	\$ 24	\$ 2

**Sunrise Pointe Condominium Association**  
**Limited Common Element Budget**  
**Covered Parking Space**  
**January 1, 2009 - December 31, 2009**

	2009 Annual Budget	2009 Monthly Budget
Association Maintenance Fees		-
TOTAL REVENUE	\$ 144	\$ 12
Maintenance	\$ 144	\$ 12
Administration	N/A	N/A
Management fees	N/A	N/A
Rent for Recreational and Other Commonly Used Facilities	N/A	N/A
Taxes Upon Association Property	N/A	N/A
Taxes upon Leased Areas	N/A	N/A
Insurance	N/A	N/A
Security Provisions	N/A	N/A
Other Expenses	N/A	N/A
Operating Capital	N/A	N/A
Reserves	N/A	N/A
Fees Payable to the Division	N/A	N/A
Rent for the unit, if subject to a lease	N/A	N/A
Rent payable by the unit owner directly to the lessor or agent under any recreational lease or lease for the use of commonly used facilities, which use and payment is a mandatory condition of ownership and is not included in the common expense or assessme	N/A	N/A
TOTAL EXPENSES	\$ 144	\$ 12
PER UNIT COST	\$ 6	\$ 0.50

**Sunrise Pointe Condominium Association  
 Limited Common Element Budget  
 Storage Facility**

**January 1, 2009 - December 31, 2009**

	2009 Annual Budget	2009 Monthly Budget
Association Maintenance Fees		-
TOTAL REVENUE	\$ 144	\$ 12
Maintenance	\$ 144	\$ 12
Administration	N/A	N/A
Management fees	N/A	N/A
Rent for Recreational and Other Commonly Used Facilities	N/A	N/A
Taxes Upon Association Property	N/A	N/A
Taxes upon Leased Areas	N/A	N/A
Insurance	N/A	N/A
Security Provisions	N/A	N/A
Other Expenses	N/A	N/A
Operating Capital	N/A	N/A
Reserves	N/A	N/A
Fees Payable to the Division	N/A	N/A
Rent for the unit, if subject to a lease	N/A	N/A
Rent payable by the unit owner directly to the lessor or agent under any recreational lease or lease for the use of commonly used facilities, which use and payment is a mandatory condition of ownership and is not included in the common expense or assessme	N/A	N/A
TOTAL EXPENSES	\$ 144	\$ 12
PER UNIT COST	\$ 6	\$ 0.50

**Sunrise Pointe Condominium Association  
Limited Common Element Budget**

Lanai

January 1, 2009 - December 31, 2009

	2009 Annual Budget	2009 Monthly Budget
Association Maintenance Fees		-
TOTAL REVENUE	\$ 144	\$ 12
Maintenance	\$ 144	\$ 12
Administration	N/A	N/A
Management fees	N/A	N/A
Rent for Recreational and Other Commonly Used Facilities	N/A	N/A
Taxes Upon Association Property	N/A	N/A
Taxes upon Leased Areas	N/A	N/A
Insurance	N/A	N/A
Security Provisions	N/A	N/A
Other Expenses	N/A	N/A
Operating Capital	N/A	N/A
Reserves	N/A	N/A
Fees Payable to the Division	N/A	N/A
Rent for the unit, if subject to a lease	N/A	N/A
Rent payable by the unit owner directly to the lessor or agent under any recreational lease or lease for the use of commonly used facilities, which use and payment is a mandatory condition of ownership and is not included in the common expense or assessme	N/A	N/A
TOTAL EXPENSES	\$ 144	\$ 12
PER UNIT COST	\$ 6	\$ 0.50

**ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE SELLER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A SELLER TO A BUYER OR LESSEE.**

**EXHIBIT C**  
**PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is dated \_\_\_\_\_, 200\_\_, and entered into by and between Lemon Bay Horizons, L.L.C., a Florida limited liability company, whose address is c/o Kelly Capital, LLC, 225 Broadway, 18<sup>th</sup> Floor, San Diego, CA 92101 ("Seller"), and \_\_\_\_\_ (the "Buyer").

Buyer's Primary Address:

Number & Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Buyer's Social Security Number(s): \_\_\_\_\_ and \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**W I T N E S S E T H**

Seller is the developer of Sunrise Pointe Condominium; Buyer desires to purchase Unit No. \_\_\_\_\_ of Building No. \_\_\_\_\_ (the "Unit") with all appurtenances thereto, according and subject to the Declaration of Condominium for Sunrise Pointe Condominium, recorded in the Public Records of Charlotte County, Florida, at Official Record Book 02718, Page 1575, as amended from time to time; and Seller and Buyer are agreeable to the sale and purchase of the Unit upon the terms and conditions set forth below.

1. **PURCHASE OBLIGATION.** Seller shall sell, and Buyer shall purchase, the Unit in accordance with the terms of this Agreement. Buyer acknowledges that no representation has been made by Seller or any of Seller's agents of any income, income tax benefit, or economic benefit to be derived by virtue of the purchase or ownership of the Unit. The Unit will be conveyed together with (i) an undivided share in the Common Elements as set forth in the Declaration of Condominium and (ii) the fixtures and appliances which are currently located in the Unit.

2. **PURCHASE PRICE AND MANNER OF PAYMENT.** The Purchase Price to be paid by Buyer to Seller for the Unit and the manner for payment shall be as follows:

Purchase Price \$ \_\_\_\_\_

A. Buyer shall deposit with Escrow Agent, upon \$ \_\_\_\_\_

signing of this Agreement, a \_\_\_\_\_ percent  
(\_\_\_\_\_% ) earnest money deposit  
(the "Deposit").

B. Buyer shall deposit the balance of purchase price \$ \_\_\_\_\_  
at closing, in cash or by wired funds, to Seller's  
Closing Agent's account or by bank certified check.

Total Purchase Price: \$ \_\_\_\_\_

Upon expiration of the statutory fifteen (15) day rescission period under Section 718.503, Florida Statutes, the Investigation Period or upon the Buyer obtaining a loan commitment, whichever is later, the Deposit, together with any interest earned thereon, shall be deemed earned by Seller and non-refundable (except as provided in this Agreement); provided, however, that the Deposit shall be applied against the Purchase Price at the Closing, if the Closing occurs.

3. FINANCING.  check if applicable. If the Purchase Price or any part of it is to be financed by a third party loan, this Agreement is conditioned on the Buyer obtaining a written commitment for the loan within \_\_\_\_\_ (\_\_\_\_) days from the date of this Agreement, at an initial interest rate not to exceed \_\_\_\_\_ percent (\_\_\_\_%), a term of \_\_\_\_\_ (\_\_\_\_) years, and in the principal amount of \_\_\_\_\_ (\$\_\_\_\_\_). Buyer will make application within \_\_\_\_\_ (\_\_\_\_) days from the date of this Agreement; Buyer will use reasonable diligence to obtain the loan commitment, to meet the terms and conditions of the loan commitment, and to close the loan. Buyer shall pay all loan expenses. If Buyer fails to timely obtain the loan commitment and then promptly notifies Seller in writing, or, after diligent effort, fails to meet the terms and conditions of the loan commitment or to waive Buyer's rights under this paragraph within the time stated for obtaining the loan commitment, then either party may cancel this Agreement with return of any deposits governed by the Earnest Money Deposit Escrow Agreement.

4. MAINTENANCE FEES. The shares of total maintenance or Common Expenses are the same as described in the Declaration of Condominium for the Unit described herein, which the Buyer is obligated and agrees to pay the Association upon demand and in accordance with the Declaration of Condominium, and which includes a pro-rata share of the cost of maintaining and operating the common areas (including, but not limited to, all costs of maintenance, upkeep, landscaping, taxes, rent, insurance of said facilities), is \$\_\_\_\_\_ per quarter, plus reserves of \$\_\_\_\_\_ per quarter, to be paid quarterly in advance. The total annual per Unit assessment for the current year is \$\_\_\_\_\_, including reserves.

5. GENERAL INVESTIGATION OF PROPERTY. **Investigation Period.** Buyer shall have until 5:00 p.m., Eastern Time, on the day that is \_\_\_\_\_ days from the date of this Agreement (the "Investigation Period") to investigate the Property.

6. CONSTRUCTION SPECIFICATIONS. Construction of the Building in which the Unit is located, and construction of the Unit itself, was generally in accordance with the plans and specifications. Seller may have substituted materials and made changes in the plans and specifications, as Seller deemed reasonably appropriate or as was necessitated by material availability or construction requirements in the field, at any time prior to the recording of a surveyor's certificate certifying to the substantial completion of the dimensions.

7. WARRANTIES.

A. This Agreement and any riders constitute the entire Agreement of the parties. Buyer acknowledges and agrees that no representations or warranties have been made to him by Seller, Seller's agents, or anyone acting for or on behalf of Seller other than as specified in this Agreement. No warranties shall be implied or have been relied on by Buyer in the execution of this Agreement other than the warranties provided by Section 718.203, Florida Statutes. The foregoing "Sole Warranties" are expressly in lieu of any other warranties expressed or implied.

B. The maximum liability of Seller under said Sole Warranties shall be the replacement cost of the defective portion of the Unit, Common Elements, fixture, or other real or personal property. Seller shall have the sole right to determine whether the defect shall be corrected by repair or replacement. In no event shall Seller be liable for any consequential damages or personal injuries arising from breach of the Sole Warranties.

C. The Sole Warranties shall not apply if the defective portion has been subject to misuse or damage.

D. The provisions of this Paragraph 7 shall survive closing hereunder. Buyer acknowledges and agrees that Seller did not induce Buyer to execute this Agreement by promising Buyer would receive any economic benefit as a result of the efforts of Seller or any other party from the rental of the Unit or by the providing of any future services or amenities or otherwise. Seller does not guarantee or warrant that Buyer will realize any economic benefit from the execution of this Agreement and the purchase of the Unit. In the event any broker or sales person provided Buyer with examples or rental income or tax benefits derived by purchasers of condominium Units in this or other projects, Buyer warrants that such information was furnished at Buyer's request and Buyer understands and agrees that the examples were intended to be illustrative only and were not intended to represent or promise any economic benefit Buyer may expect to receive as a result of this purchase. Buyer covenants and warrants that Buyer is executing this Agreement for the purpose of purchasing a residential dwelling unit and not with the expectation of realizing profits from the managerial or entrepreneurial efforts of Seller or others.

8. CREATION OF CONDOMINIUM. The Buyer understands that a condominium has been created by filing, with the Clerk of Circuit Court of Charlotte County, Florida, the Declaration of Condominium, as amended, and certain exhibits. The Declaration of Condominium includes a survey of the Unit location, Articles of Incorporation, and Bylaws of

the Condominium Association, and nature and description of incidents of ownership. Buyer acknowledges and understands that Buyer's interest in the same is to be determined solely by reference to said Declaration of Condominium, as amended, exhibits.

9. DEPOSITS HELD IN ESCROW. The Deposit, paid by Buyer under this Agreement shall be delivered to and held in an interest bearing escrow account by LandAmerica Lawyers Title, 5125 Castello Drive, Naples, Florida 34103 (the "Escrow Agent") pursuant to Chapter 718, Florida Statutes. If requested by Buyer, Escrow Agent shall give Buyer a receipt for the Deposit. The Deposit shall be disbursed in accordance with this Agreement and the Earnest Money Deposit Escrow Agreement, which is incorporated by reference. Upon receipt of a W-9 form from Buyer, Escrow Agent shall deposit the Deposit in an interest bearing escrow account. The interest earned on the Deposit shall be disbursed and paid to the party entitled to receive the Deposit under the terms of this Agreement.

10. CLOSING DATE. The closing of this transaction shall take place on or before \_\_\_\_\_ (the "Closing Date"). The place of closing shall be at the office of the Escrow Agent.

11. CLOSING DOCUMENTS. At the closing, Seller shall convey the Unit to Buyer by a Warranty Deed, subject only to the (i) Declaration of Condominium of Sunrise Pointe Condominium (the "Declaration"), the exhibits to it, including the Articles of Incorporation of the Condominium Association, the Bylaws, and the condominium site development plan, (ii) taxes, sewer charges, and assessments for the year of closing and subsequent years, (iii) zoning laws, regulations, and ordinances and (iv) any easements, declarations, restrictions, and reservations of record. Seller shall furnish a Warranty Deed, Bill of Sale, Closing Affidavit, and Closing Statement to the Buyer at Closing.

12. EXPENSES. The Buyer shall pay for the documentary stamps on and the recording of the Warranty Deed. If the Buyer elects to obtain a mortgage, then the Buyer shall pay the documentary stamp and intangible tax due on the note and mortgage, and all recording fees pertaining to the mortgage.

13. TITLE INSURANCE. Seller shall deliver to Buyer before closing an owner's binder of title insurance issued by a title insurance company selected by Seller, agreeing to insure title to Buyer's Unit at the minimum promulgated risk rate (lowest rate allowed by law), subject only to standard printed exceptions, and those items set forth in Paragraph 11 of this Agreement. The binder shall be conclusive of compliance by the Seller relative to the title requirements of this Agreement. The cost of the title insurance commitment and policy shall be borne by Buyer. Buyer shall have five (5) days from the date of receiving the owner's binder of title insurance to examine same. If title is found to be materially inconsistent with the representations contained herein, Buyer shall within said five-day period notify Seller in writing specifying the defect. If Seller fails to or refuses to correct any defects of title revealed by the binder of title insurance within fifteen (15) days of written notice from Buyer, which defect will materially affect Buyer's use or occupancy of Buyer's Unit and was timely objected to by Buyer, Buyer shall have the right to cancel this Agreement, and receive a return of all deposit(s) paid to Seller under and



subject to the provisions the Agreement, or to proceed to a closing with no abatement of the Purchase Price, taking title in its then-condition. The foregoing shall be the exclusive rights and remedies of Buyer for defects in title.

14. DEFAULT. In the event Buyer defaults under this Agreement, Seller as its exclusive remedy shall have the right to retain all deposits paid by Buyer under this Agreement as agreed-upon liquidated damages as consideration for Seller's execution of this Agreement and in full settlement of any claim against Buyer because both parties recognize that the precise loss to Seller due to Buyer's default is impossible to ascertain, and, thereupon, Seller shall have no further obligations to Buyer. In the event of default by Seller, other than the Seller's willful nonperformance under this Agreement, Buyer shall have the right to receive an immediate return of all deposit(s) paid to Seller under and subject to the provisions the Agreement, or the right to obtain specific performance of this Agreement, and only in the event that the remedy of specific performance is unavailable, the Buyer shall be entitled to the remedy of damages, which shall be limited to actual damages, not consequential or punitive damages. In the event of Seller's willful nonperformance under this Agreement, Buyer shall have all rights and remedies permitted under Florida law.

15. REAL ESTATE TAX PRORATION. The real property taxes shall be prorated through the day before closing. Taxes shall be prorated based on the current year's tax with due allowance made for the maximum allowable discount. If closing occurs at a date when the current year's millage is not fixed and the current year's assessment is available, taxes will be pro-rated based upon such assessment and prior year's millage. If the current year's assessment is not available, then the real property taxes will be pro-rated based upon the prior year's tax. A tax pro-ration based on an estimate shall, at the request of either party, be readjusted upon receipt of the current tax bill on condition that a statement to that effect is signed at closing.

16. ACCEPTANCE OF DEED. The closing of this transaction and tender of the Warranty Deed mentioned in Paragraph 12 above shall be conclusive of the compliance by Seller of Seller's obligations under this Agreement.

17. RIGHT OF ASSIGNMENT. Buyer shall not have the right to assign this Agreement, except with the prior written consent of Seller, nor shall Seller consent to an assignment of this Agreement without the prior written approval of its lender. Buyer covenants and agrees not to enter into a listing agreement for the sale of the Unit with a broker with offices in Charlotte County, Florida, or to advertise or cause the Unit to be advertised for sale in any newspaper, trade magazine, or other publication which is sold or in general circulation in Charlotte County, Florida, prior to obtaining fee simple title to the Unit.

18. OFFER. This Agreement shall constitute an irrevocable offer by Buyer to Seller to purchase the Unit referred to above on the terms and conditions contained in this Agreement. This offer is to be accepted, if at all, by Seller affixing Seller's signature below and by depositing a copy of this Agreement so executed in the United States mail, addressed to Buyer, postage prepaid or by otherwise delivering the copy of this Agreement so executed to Buyer.

19. INSULATION. As prescribed by the rules of the Federal Trade Commission, Seller hereby discloses that Seller installed the following insulation material:

<u>LOCATION</u>	<u>TYPE</u>	<u>THICKNESS</u>	<u>R VALUE</u>
Exterior Walls	Fiberglass Bat	3"	R-11
Roof	Fiberglass Bat	3"	R-19

Buyer understands and acknowledges that insulation thickness may vary depending upon local conditions and construction factors, including, but not limited to, such items as wall openings and plumbing or other structures or obstructions within the walls which displace the insulation. Seller has not independently verified the R-Value of the building components that it installed in the Unit. Instead, Seller shall rely solely on the R-Value data provided to it by the manufacturer of such building components. Buyer acknowledges that this R-value information is based solely upon information supplied by the manufacturer or installer and Seller does not represent or warrant the accuracy of this information. Buyer further acknowledges that R-value may vary based upon normal construction variances in insulation thickness and openings in walls.

20. NOTICES. Any notices permitted or required under this Agreement shall be deemed delivered when they are hand delivered, or are deposited in the United States mail, addressed to the appropriate party at the address first shown above, postage prepaid, registered or certified mail, return receipt requested, or any overnight nationally-recognized carrier.

21. PREVAILING PARTY. In the event any litigation between the parties arises out of this Agreement, the prevailing party in the litigation shall be entitled to recover all costs and expenses incurred, including without limitation, reasonable attorneys' and paralegal fees and costs, whether such fees and costs are incurred at trial, on appeal, mediation, arbitration, or in any bankruptcy proceeding.

22. INDEMNITY. Buyer represents that Buyer has not dealt with any broker or sales agent relative to this transaction, except for \_\_\_\_\_ and shall save and hold Seller harmless relative to any brokerage commission claimed by virtue of breach of this representation.

23. COMPLETE AGREEMENT. This Agreement constitutes the complete agreement between the parties and no modification of this Agreement shall be binding unless in writing and executed by the parties.

24. GOVERNING LAW. Buyer certifies that this purchase was not solicited either by telephone or mail in another state. The obligations under this Agreement shall be performed in the State of Florida and governed by Florida law. Venue shall be in Charlotte County, Florida.

25. RECORDING. Buyer shall not directly or indirectly record this Agreement in the public records. If Buyer records this Agreement in the public records, said recording by Buyer shall be a default of this Agreement and entitle the Seller to the remedies set forth in Paragraph 14 hereof.

26. SEVERABILITY. In case any one or more of the provisions contained in this Agreement or the Declaration shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

27. GEOLOGICAL AND ENVIRONMENTAL REPRESENTATIONS. Seller makes no representation or warranty concerning geological or environmental matters, including but not limited to, soil tests, sink holes, or radon gas.

28. TIME. Time is of the essence in performing the obligations of this Agreement.

29. WITHHOLDING TAX. The Seller is a “non-foreign corporation” as such term is defined in the Internal Revenue Code, and therefore exempt from withholding requirements applicable to foreign sellers. Seller agrees to execute the appropriate Non-Foreign Affidavit to evidence such exemption and to deliver the same to the Buyer at the time of closing, and further hereby authorized the filing of such affidavit with the Internal Revenue Service as may be required by law or regulation. Upon execution and delivery of such affidavit, Buyer agrees not to withhold any portion of the Purchase Price under the provisions of said Code.

30. NO REPRESENTATIONS OR WARRANTIES. Except for the warranties contained in the Florida Condominium Act, the Warranty Deed and this Agreement, no warranties, guarantees, or promises, expressed or implied, have been made to or relied upon by Buyer in making the determination to execute and close pursuant to this Agreement. Buyer specifically understands and agrees that oral promises and representations are not valid and that Seller hereby expressly disclaims any promises or understandings not specifically contained or described in this Agreement.

31. MEDIATION. In the event that there should arise a dispute under this Agreement between Buyer and Seller, the parties agree that they will mediate such dispute prior to filing any action in the court of jurisdiction. In the event of a default or dispute hereunder, the party alleging such dispute shall give written notice to the other party and the parties shall select a mutually agreeable mediator. The mediation is to take place in Charlotte County, Florida, or such other location as is mutually agreeable to the parties, and Buyer agrees and understands that Buyer’s physical presence is required at, and that Buyer shall attend in person, mediation once scheduled. In the event the parties are not able to settle the matter after a good faith effort, then either party may bring an action in Charlotte County, Florida. This mediation requirement shall survive termination of this Agreement. THIS PARAGRAPH REQUIRES YOU TO WAIVE YOUR RIGHT TO SUE THE DEVELOPER IN COURT AND, INSTEAD, ARBITRATE OR MEDIATE DISPUTES INCLUDING, BUT NOT LIMITED TO: DEVELOPER REPRESENTATIONS PERTAINING TO COMMONLY USED FACILITIES; ACTIONS TAKEN BY DEVELOPER-ELECTED DIRECTORS WHILE THE DEVELOPER CONTROLS THE ASSOCIATION; DISPUTES REGARDING THE PURCHASER’S CLAIM OF VOIDABILITY BASED UPON CONTRACTUAL PROVISIONS AS REQUIRED IN

SECTION 718.503(1)(A), FLORIDA STATUTES; ALLEGATIONS OF FALSE OR MISLEADING STATEMENTS PUBLISHED BY THE DEVELOPER AND RELIED UPON BY THE PURCHASER; AND WARRANTY RIGHTS ON YOUR UNIT AND IMPROVEMENTS. THE DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS AND MOBILE HOMES HAS CONTESTED THE ENFORCEABILITY OF THESE MEDIATION PROVISIONS. UNTIL THERE IS AN ADMINISTRATIVE RULE, LEGISLATIVE CHANGE, OR OTHER DEFINITIVE RESOLUTION, YOU SHOULD CONSULT AN ATTORNEY ABOUT YOUR RIGHTS UNDER THESE PROVISIONS.

32. DISCLOSURES.

- A. RADON GAS. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Seller makes no representation to Buyer concerning the presence or absence of radon gas in the dwelling at any time or in any quantity. Buyer hereby expressly releases Seller from any loss, claim, liability or damages now or hereafter arising from or related to the presence or absence of radon gas in the dwelling.
  
- B. Property Tax Disclosure Summary. In accordance with Section 689.261, Florida Statutes, Buyer should not rely on the Seller's current property taxes as the amount of property taxes that the Buyer may be obligated to pay in the year subsequent to purchase. A change of ownership or property improvements triggers reassessments of the property that could result in higher property taxes. If you have any questions concerning valuation, contact the county property appraiser's office for information.
  
- C. Notice Regarding Defective Construction Lawsuits. Chapter 558, Florida Statutes contains important requirements you must follow before you may bring any legal action for an alleged construction defect. Sixty (60) days before you bring any legal action, you must deliver to the other party to this contract a written notice referring to Chapter 558 of any construction conditions you allege are defective and provide such person the opportunity to inspect the alleged construction defects and to consider making an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer which may be made. There are strict deadlines and procedures under this Florida law which must be met and followed to protect your interests.

- D. **Florida Homeowners' Construction Recovery Fund.** In accordance with Section 489.1425, Florida Statutes, payment may be available from the Florida Homeowners' Construction Recovery Fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida law by a licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following telephone number and address: (850) 487-1395; 1940 North Monroe Street, Tallahassee, Florida 32399-1039.
- E. Energy Efficiency. In accordance with Section 553.996, Florida Statutes, notice is hereby given that the Buyer may have the building's energy efficiency rating determined at Buyer's cost and expense. Buyer acknowledges receipt of the energy efficiency rating information brochure prepared by the State of Florida, Department of Community Affairs at the time of or prior to Buyer signing this Agreement.
- F. Mold/Mildew. Given the climate and humid conditions in Florida, molds, mildew, spores, fungi and other toxins may exist and/or develop within the Unit, Building and/or the Condominium Property. Buyer is hereby advised that certain molds, mildew, spores, fungi and/or other toxins may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, Buyer shall be deemed to have assumed the risks associated with molds, mildew, spores, fungi and/or other toxins and to have released and indemnified the Seller and Seller's Affiliates from and against any and all liability or claims resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by the Buyer, its family members, pets and/or its or their guests, tenants, invitees or any other person). Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of molds, mildew, spores, fungi or other toxins. Buyer, by acceptance of a deed, or otherwise acquiring title to the Unit, shall be deemed to have agreed that Seller is not responsible for, and the Seller hereby disclaims any responsibility for, any illness or allergic reactions, personal injury or death which may be experienced by the Buyer, its family members, pets and/or its or their guests, tenants and invitees, as a result of molds, mildew, spores, fungi or other toxins. It is solely the Buyer's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination. The thermostats in each Unit are an integral part of the Life Safety Systems and are intended to assist in monitoring the accumulation of moisture in the Units to prevent same from reaching

levels which may accelerate the development of molds, mildew, spores, fungi or other natural growths which, if allowed to accumulate, may become toxic or otherwise create health risks. Buyer understands and agrees that the thermostats may have recording and/or monitoring features which can report back to the Association the temperature settings and readings in the Units. The thermostats shall be operated and kept operable at all times and there shall be no alteration of or to the thermostats without the prior written approval of the Association. The Buyer's failure to operate at all times any thermostats installed in the Unit will contribute to the development of molds, mildew, spores, fungi or other natural growths. It is solely the Buyer's responsibility to keep any thermostats installed in the Unit operable at all times.

- G. Nearby Improvements. Buyer understands and agrees that for some time in the future, it, and its guests, tenants and invitees may be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and as a result, each Unit Owner and its guests, tenants and invitees may be impeded in using portions of the Condominium Property by that activity. Because the Condominium is located in an urban area, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Unit or of any part of the Condominium (the "Views") may block, obstruct, shadow or otherwise affect Views, which may currently be visible from the Unit or from the Condominium. Therefore, each Unit Owner, for itself, its successors and assigns, agrees to release Seller, its partners and its and their officers, members, directors and employees and every affiliate and person related or affiliated in any way with any of them ("Seller's Affiliates") from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against the Seller or Seller's Affiliates related to Views or the disruption, noise, commotion, and other unpleasant effects of nearby development or construction. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter, except as is expressly set forth herein.
- H. Square Footage. Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of a Unit may vary by a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. Accordingly, during the pre-closing inspection, each buyer should, among

other things, review the size and dimensions of the Unit. By acceptance of a deed, or otherwise acquiring title to a Unit, each Unit Owner shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed to a Unit Owner at any time prior to closing, whether included as part of Seller's promotional materials or otherwise. Seller does not make any representation or warranty as to the actual size, dimensions or square footage of any Unit, and each Unit Owner shall be deemed to have fully waived and expressly released any such warranty and claims for loss or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit. Notwithstanding the foregoing, nothing herein shall excuse the Seller from any liability under, or compliance with, the provisions of Section 718.506, Florida Statutes.

- I. Economic Considerations. Buyer acknowledges that Seller has not made any representations or given assurances concerning any rental or other income from the Condominium nor any tax consequences of ownership or resale of the Unit or whether, or to what extent, economic benefit might be derived by the Buyer due to ownership or resale of the Unit. Buyer represents to Seller, that to the extent that Buyer has an expectation of deriving economic or tax benefits from the ownership of the Unit, this expectation has been induced solely by Buyer's individual research, the general economic conditions and other factors which have been identified independent of any statements or involvement of Seller or its agents.
- J. Price and Agreement. Buyer acknowledges and agrees that the Purchase Price is the result of an arm's-length negotiation with Seller and is not based on (i) any agreement, guaranties, promises, representations or warranties concerning property values, or (ii) the past, present or future prices paid or to be paid for other units in the Condominium or at the Resort. Buyer further acknowledges and agrees that Seller has no obligation to take any action or refrain from taking any action in connection with the development or marketing of units in the Condominium that would support or enhance the value of the Unit.
- K. Legal Counsel. Buyer acknowledges and agrees that Seller has advised Buyer to seek its own legal counsel regarding examination of title and the transactions contemplated by this Agreement.

33. SUBORDINATION. Seller has obtained a loan for the acquisition and development of the Condominium from M&I Marshall & Ilsley Bank, which subsequently sold the loan to Silver Point Capital ("Bank"), which loan is secured by a mortgage and related loan documents encumbering the Condominium. Buyer's rights and interests under this Agreement are subordinate to the lien of, and Bank's rights under, the mortgage and related loan documents.

34. REPRESENTATION. Buyer hereby represents and warrants that Buyer is not related to Seller or any of its affiliates.

**[The remainder of this page intentionally left blank.]**



**THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO BUYER BY THE SELLER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE SELLER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR A CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.**

IN WITNESS WHEREOF, the Buyer and Seller have each affixed their signatures as of the date and year first above written.

WITNESSES:

**BUYER**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**SELLER**

WITNESSES:

LEMON BAY HORIZONS, L.L.C.  
A Florida limited liability company

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

# 5496832\_v5

**EXHIBIT D**  
**EARNEST MONEY DEPOSIT ESCROW AGREEMENT**

This Earnest Money Deposit Escrow Agreement (this "Agreement") is made this 10<sup>th</sup> day of February, 2005, by and between Lemon Bay Horizons, L.L.C., a Florida limited liability company, whose address is c/o Kelly Capital, LLC, 550 West C Street, Suite 1000, San Diego, CA 92101 ("Developer"), and Lawyers Title Insurance Company, whose address is 18501 Murdock Circle, Suite 402, Port Charlotte, FL 33948 ("Escrow Agent").

**WITNESSETH:**

The parties, in consideration of the mutual covenants herein contained, agree as follows:

1. Lawyers Title Insurance Company shall be the exclusive Escrow Agent for SUNRISE POINTE Condominium developed by Lemon Bay Horizons, L.L.C., a Florida limited liability company.

2. The Developer agrees to deposit with Escrow Agent all earnest money deposit sums received by the Developer from buyers executing Purchase and Sale Agreements for condominium units in connection with SUNRISE POINTE Condominium (hereinafter referred to as the "Project") and to furnish Escrow Agent with a list of names, addresses, and amounts received with respect to such Purchase and Sale Agreements.

3. Earnest Money Deposits.

3.1. The earnest money deposits may be deposited in separate accounts or commingled with other escrow or trust accounts handled by or received by the Escrow Agent. The Escrow Agent may invest the escrow funds in securities of the United States or any agency thereof or in savings or time deposits in institutions insured by an agency of the United States, and all funds so escrowed shall be paid in accordance with §718.202 (1 through 5), Florida Statutes (2002), as amended.

While Florida Statutes provide that any earnest money deposits in excess of ten percent (the "Excess Funds") made to the Developer prior to closing pursuant to the Purchase and Sale Agreements may be used for construction purposes by the Developer, the Developer shall not use the Excess Funds in the actual construction and development of Sunrise Pointe Condominium, or for any other purpose. The deposits (including the Excess Funds) shall be held in escrow by Escrow Agent and shall be disbursed in accordance with the terms of this Agreement.

3.2. The Escrow Agent shall give to the buyer(s) a receipt for the earnest money deposit(s) upon request. The entire earnest money deposit shall be deposited with Escrow Agent to be disbursed as provided in this Escrow Agreement between Developer and Escrow Agent.

3.3. The Escrow Agent shall hold the earnest money deposit pending the happening of one of the following events:

3.3.1. written directions of the Developer to return the earnest money deposit to buyer(s);

3.3.2. a default under the Purchase and Sale Agreement by the Developer and a written request from the buyer for return of the earnest money deposit specifying the default by the Developer, provided that the Purchase and Sale Agreement provides the return of the earnest money deposit as the remedy for such default;

3.3.3. a default under the Purchase and Sale Agreement by the buyer and a written request from the Developer for return of the earnest money deposit specifying the default by the buyer and requesting a disbursement of the earnest money deposit to Developer;

3.3.4. completion of the closing of the sale of the Unit; or

3.3.5. written instructions from both the buyer and the Developer specifying how the earnest money deposit is to be disposed of.

3.4. Subject to the provisions of the Purchase and Sale Agreement:

3.4.1. Upon the occurrence of the event described in section 3.3.1, the Escrow Agent shall promptly refund the earnest money deposit to the buyer.

3.4.2. Upon the occurrence of the event described in section 3.3.2, the Escrow Agent shall promptly notify the Developer, and the Developer shall have ten (10) days to cure the default or commence a cure; if the Developer denies the default within ten (10) days of such notice, the Escrow Agent shall continue to hold the earnest money deposit for distribution in accordance with the dispute provision of this Agreement; if the Developer either admits default, or in the alternative, fails to reply to the notice within a ten day period, the Escrow Agent shall promptly return the deposit to the buyer.

3.4.3. Upon the occurrence of the event described in section 3.3.3, the Escrow Agent shall promptly notify the buyer and the buyer shall have ten (10) days to cure the default or commence a cure; if the buyer either admits default or in the alternative fails to reply to the notice within a ten (10) day period, or in the alternative fails to cure or commence a cure within a ten (10) day period, the Escrow Agent is authorized to deliver the earnest money deposit to the Developer plus interest earned on the earnest money deposit held by the Escrow Agent. If the Purchaser denies default within ten (10) days of such notice, the Escrow Agent shall continue to hold the earnest money deposit for distribution in accordance with the dispute provisions of this Agreement.

3.4.4. Upon the occurrence of the event described in section 3.3.4, the Escrow Agent is irrevocably authorized and instructed to deliver the earnest money deposit to the Developer at closing, unless prior to the disbursement the Escrow Agent receives from the buyer written notice of a dispute between the buyer and the Developer.

3.4.5. Upon the occurrence of the event described in section 3.3.5, the Escrow Agent is irrevocably authorized and instructed to deliver the earnest money in accordance with the written instructions from both the buyer and the Developer.

3.5. A buyer under a Purchase and Sale Agreement shall provide to Escrow Agent its tax identification number(s). Upon receipt of the buyer's TIN(s), Escrow Agent shall deposit the earnest money deposit in an interest bearing account; any interest earned on the earnest money deposit shall become part of the earnest money deposit and shall be paid (or credited at closing) to the party designated under the terms of the Purchase and Sale Agreement to receive (or receive credit for) the earnest money deposit. If the buyer is entitled to receive a return of the earnest money deposit, the interest earned thereon shall be distributed to the buyer at the time the earnest money deposit is returned to the buyer.

3.6. The parties agree that the duties of the Escrow Agent are only such as are herein specifically provided, being purely ministerial in nature, and that the Escrow Agent shall incur no liability whatever except for willful misconduct or gross negligence as long as the Escrow Agent is acting in good faith. The Developer and buyer hereby release Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in the performance of the Escrow Agent's duties hereunder.

3.7. The Escrow Agent shall be under no responsibility in respect to any of the monies deposited with it other than faithfully to follow the instructions herein contained. The Escrow Agent may consult with counsel and shall be fully protected in any action taken in good faith in accordance with such advice. The Escrow Agent shall not be required to defend any legal proceedings which may be instituted against the Escrow Agent in respect to the subject matter of these instructions unless requested to do so by the Developer and the buyer and unless indemnified to the reasonable satisfaction of the Escrow Agent against the cost and expense of such defense. The Escrow Agent shall not be required to institute legal proceedings of any kind, shall have no responsibility for the genuineness or validity of any document or other item deposited with the Escrow Agent, and shall be fully protected in acting in accordance with any written instructions, believed by the Escrow Agent to have been signed by the proper parties, given to the Escrow Agent hereunder.

3.8. The Escrow Agent assumes no liability under the Purchase and Sale Agreement except that of a stakeholder. If there is any dispute as to whether the Escrow Agent is obligated to deliver the escrow money or as to whom the sum is to be delivered, the Escrow Agent will not be obligated to make any delivery of the sum and, in such event, may hold the sum until receipt of the Escrow Agent of an authorization in writing, signed by all the persons having interest in such dispute, directing the disposition of sums, or, in the absence of such authorization, the Escrow Agent may hold the sum until the final determination of the rights of the parties in an appropriate proceeding. Upon making delivery of the monies in the manner provided for in this Agreement, the Escrow Agent shall have no further liability in the matter.

#### 4. General Provisions.

4.1. Developer and Escrow Agent agree that the provisions of §718, Florida Statutes (2002), and as it may from time to time be amended, shall be applicable to any and all matters dealing with the sale of condominium units and shall supersede any provisions of this Escrow Agreement in conflict with such statute.

4.2. Escrow Agent may act in reliance upon any writing or instrument or signature which Escrow Agent, in good faith, believes to be genuine, assume the validity and accuracy of any statements or assertions contained in such writing or instrument; and be assured that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same. The duties of Escrow Agent shall be limited to the safekeeping of the deposits and for disbursements of same in accordance with the written instructions described above.

4.3. Escrow Agent undertakes to perform only such duties as are expressly set forth herein. Upon the Escrow Agent disbursing the earnest money deposit(s) of a buyer in accordance with the provisions hereof, the escrow shall terminate with regard to the earnest money deposit(s) of that particular buyer. Escrow Agent shall thereafter be released of all liability hereunder pertaining to that earnest money deposit.

4.4. In the event of a disagreement about the interpretation of this Agreement or about the rights and obligations or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, at its sole discretion, file an action in interpleader to resolve the disagreement. Escrow Agent shall be indemnified by prevailing party for all reasonable court costs and reasonable attorneys' fees in connection with such interpleader action.

4.5. All notices and communications hereunder between Developer and Escrow Agent shall be in writing and shall be deemed to be duly given if sent by registered or certified mail, return receipt requested, to the respective addresses set forth in this Agreement first above written. All other notices shall be given as specified in the Purchase and Sale Agreement.

4.6. Escrow Agent may resign or be terminated by Developer upon the giving of thirty (30) days written notice by one party to the other. If a successor Escrow Agent is not appointed within thirty (30) days after notice of resignation or termination, Escrow Agent may petition any court of competent jurisdiction to name a successor Escrow Agent. Escrow Agent shall be relieved of all liability under this Agreement upon the transfer of the escrowed earnest money deposits to the successor Escrow Agent.

4.7. This Agreement shall be construed and endorsed according to the laws of the State of Florida.

4.8. This Agreement shall be incorporated by reference expressly in all Purchase and Sale Agreements between Developer and buyers.

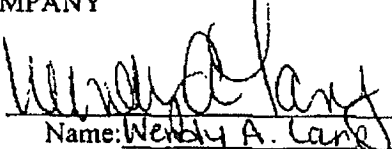
4.9. This Agreement shall inure to the benefit of, and be obligatory upon, the parties hereto, their heirs, executors, administrators, successors, and assigns.

4.10. The Developer agrees that Escrow Agent shall not be liable for the failure of any condition of this Agreement or for any reason, except gross negligence or willful or wanton misconduct on the part of the Escrow Agent. The Developer further agrees, in the absence of such gross negligence or willful or wanton misconduct on the part of the Escrow Agent, to hold the Escrow Agent harmless and to indemnify and defend the Escrow Agent for all losses, costs, damages, expenses, and liabilities, including reasonable attorneys' fees and other legal expenses that may be incurred, sustained, or asserted against Escrow Agent in connection with this Agreement, or any court action ensuing therefrom, including any claims by third parties.

IN WITNESS WHEREOF, the Escrow Agent and Developer have caused this Agreement to be executed in their name by their duly authorized officers.

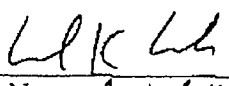
ESCROW AGENT

LAWYERS TITLE INSURANCE  
COMPANY

By:   
Name: Wendy A. Lang  
Title: Branch Mgr.

DEVELOPER

LEMON BAY HORIZONS, L.L.C.  
a Florida limited liability company

By:   
Name: Michael R. Maden  
Title: Senior Vice President &  
General Counsel

**EXHIBIT E**

**EVIDENCE OF OWNERSHIP**

THIS INSTRUMENT WAS PREPARED BY:  
Robert A. Dickinson  
Attorney At Law  
460.S. Indiana Ave.  
Englewood, FL 34223

BARBARA T. SCOTT, CLERK  
CHARLOTTE COUNTY  
OR BOOK 02186 PAGE 2019  
RECORDED 03/13/2003 09:04:18 AM  
FILE NUMBER 1014437  
RECORDING FEES 6.00  
DEED DOC #, 483.30

Parcel ID Number: 0076483-0-6 / 0076482-0-7  
Grantor #1 TIN: 261-98-5329  
Grantor #2 TIN: 417-76-0498

### Warranty Deed

This Indenture, Made this 18th day of February, 2003 A.D., Between  
Walter M. Menard, Jr., a married man and Paul J. Martin, a married man  
of the County of \_\_\_\_\_, State of MI 48170, grantors, and

Lemon Bay Horizons, L.L.C., a Florida Limited Liability Company, grantee, and  
whose address is: 6919 Snirmaker Blvd., Englewood, Charlotte County, Florida  
of the County of Charlotte, State of Florida, grantees.

Witnesseth that the GRANTORS, for and in consideration of the sum of  
TEN DOLLARS (\$10) DOLLARS  
and other good and valuable consideration to GRANTORS in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, have  
granted, bargained and sold to the said GRANTEES and GRANTEES' heirs, successors and assigns forever, the following described land, situate,  
lying and being in the County of Charlotte, State of Florida, to wit:  
Lots 9 and 10, R. Clarence's Brown's Subdivision, of the North 277.2  
feet of Government Lot 2, Section 12, Township 41 South, Range 19  
East, together with any and all riparian rights upon Lemon Bay, as  
per Plat thereof, recorded in Plat Book 2, Page 53, of the Public  
Records of Charlotte County, Florida.

Subject to restrictions, reservations and easements of record, if  
any, and taxes subsequent to 2002.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.  
In Witness Whereof, the grantors have hereunto set their hands and seals this day and year first above written.

Signed, sealed and delivered in our presence:  
David Jacobs  
Printed Name: David Jacobs  
Witness

Mary L. Menard  
Printed Name: Mary L. Menard  
Witness

Walter M. Menard, Jr.  
Walter M. Menard, Jr.  
P.O. Address: 13672 Emrick Drive, Plymouth, MI 48170  
Paul J. Martin  
Paul J. Martin  
P.O. Address: 13672 Emrick Drive, Plymouth, MI 48170

STATE OF Michigan  
COUNTY OF Wayne

This foregoing instrument was acknowledged before me this 18 day of February, 2003 by  
Walter M. Menard, Jr., a married man and Paul J. Martin, a married man  
who are personally known to me or who have produced their  
identification.

Kathryn D. Sockow  
Printed Name: Kathryn D. Sockow  
Notary Public  
My Commission Expires: 9/9/2004

KATHRYN D. SOCKOW  
NOTARY PUBLIC WAYNE CO, MI  
MY COMMISSION EXPIRES 09/09/2004

IMAGED  
JV





**EXHIBIT F**

**MAINTENANCE AND SERVICE CONTRACTS**

**GWE** GIFFELS-WEBSTER  
**ENGINEERS, INC.**

February 23, 2007

REF: 2007.24

Mr. Brian Trotier, Vice President  
Lemon Bay Horizons, L.L.C.  
NBC Tower  
225 Broadway, 18<sup>th</sup> Floor  
San Diego, CA 92101

VIA: EMAIL  
btrotier@kellycapital.com

**RE: SUNRISE POINTE CONDOMINIUM  
2245 N. BEACH ROAD, ENGLEWOOD, FL  
PROPOSAL FOR CONTINUING SEMI-ANNUAL MONITORING  
SWFWMD PERMIT NO: 44025136.001 - DOCK**

Dear Brian,

Giffels-Webster Engineers, Inc. is please to propose environmental monitoring services as detailed below regarding the subject project.

Following a site visit and subsequent official letter of acceptance by the District, dated 31 January 2007, the monitoring and reporting period may begin for the two mitigation areas located adjacent to the new boardwalk and boat dock area.

Stipulation 14 of the permit states "semi-annual monitoring reports shall be generated." Any corrective actions deemed necessary are to be handled at that time; i.e. replacement of non-productive plantings, removal of recurring nuisance/exotic vegetation within the buffer area, etc.

The first inspection should be completed on or about 17 July 2007 and would be retained by the environmental specialist who generates it. The second monitoring report would need to be completed no later than about the 1<sup>st</sup> of December 2007. Then, once completed, both reports are to be sent to the District by 04 December 2007 (this is what they mean by annual reporting) for their review.

We would anticipate 12-hours time for each event. This would include field time to conduct the evaluation, perform the calculations, record photo-documentation of the mitigation areas and incorporate those data into a comprehensive narrative.

Stipulation 14 also states "the monitoring reports shall continue until the survivorship of the mangroves equals 90 percent and the percent coverage of nuisance and exotic plant species is no more than 5 percent.



Mr. Brian Trotier, VP  
Lemon Bay Horizons, L.L.C.  
REF: 2007.24  
February 23, 2007

2

The District has left this timeline somewhat open-ended. However, with an area as small as what we are dealing with, we would anticipate three years and perhaps even a bit less if the area is maintained properly and the plantings are productive. In the end though, it is up to the District when to fully accept the area as being self-sustaining. The elementary table below outlines the estimates.

YEAR	SEMI-ANNUAL REPORT DUE	ESTIMATED HOURS	ESTIMATED FEE
2007	JULY & DECEMBER	24	\$2,000.00
2008	JULY & DECEMBER	24	\$2,000.00
2009	JULY & DECEMBER	24	\$2,000.00


Accordingly, a budget of \$2,000.00 per year appears appropriate to draw against for our services. Please note that design or surveying services are not included in this quote.

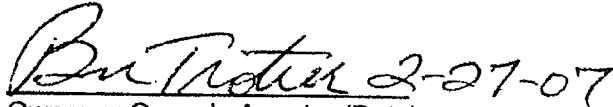
Thank you for allowing us the opportunity to provide you with this service. If this is acceptable, kindly sign and return one copy of this letter (facsimiles acceptable) which will act as our authorization to proceed with the work as outlined above.

Meanwhile, should you have any questions or wish to discuss any aspect of this proposal, please do not hesitate to contact me at your convenience.

PREPARED BY:  
GIFFELS-WEBSTER ENGINEERS, INC.

ACCEPTED BY:  
~~LEMON BAY HORIZONS, L.L.C.~~  
Sunrise Pointe Condominium, Inc  
Director and SVP

  
Jonathan H. Cole, P.E.      2-24-07  
(Date)

  
Owner or Owner's Agent      2-27-07  
(Date)

JHC/jac

**EXHIBIT G**

**MANAGEMENT AGREEMENT**

**Manasota Key Realty, Inc.**  
**PROPERTY MANAGEMENT AGREEMENT**

THIS AGREEMENT is made and executed this 5th day of August, 2008, between Sunrise Pointe Condominium Association, a non-profit Florida Corporation, hereinafter called "Association", and MANASOTA KEY REALTY, INC., a Florida Corporation, hereinafter called "Manager".

***WITNESSETH***

WHEREAS, the Association is the Association responsible for the operation of that certain condominium, Sunrise Pointe Condominium Association, specified in the Declaration of Condominium heretofore recorded in the public records of Charlotte County, FL, and said Association is desirous of entering into a Property Management Agreement for the management of said condominium; and

WHEREAS, the extent of the lands and improvements thereon and the complexity and burden of the duties and responsibilities of the Association require the employment of a licensed manager; and

WHEREAS, the Manager is in the said business of providing management, supervision and services respecting the operation, maintenance and conduct and management of condominiums and common areas therein and is desirous of furnishing such management services to the Association

NOW THEREFORE, in consideration of the covenants herein contained, it is agreed by and between the parties hereto as follows:

**1. DEFINITIONS**

The terms used herein shall have the meaning set forth within the Declaration of Condominium, Articles and/or Bylaws of Sunrise Pointe Condominium Association, a condominium.

**2. EMPLOYMENT**

The Association hereby contracts with Manasota Key Realty, Inc., to be the licensed Manager as exclusive manager of the condominium and Manager hereby accepts such contract.

**3. TERM**

This agreement is self-renewing on the anniversary date of its inception, however it may be terminated on 30 days written notice from one party to another or in accordance with the provisions of section 718.302 Florida Statutes (2008).

**4. POWERS AND DUTIES OF MANAGER**

The Manager shall have all the powers and duties of the Association as set forth within the Declaration of Condominium, Articles and/or Bylaws of the Association (except such thereof as are specifically required to be exercised by its Directors or members) and shall perform by way of illustration and not limitation, the following services:

a. Manager shall cause to be hired, paid and supervised, in its name, such personnel as Manager deems necessary to be employed in order to properly maintain and operate the condominium. The manager's job description, when completed and signed by both parties, shall become a part of this Agreement. All persons shall be under Manager's sole jurisdiction and control, and be subject to dismissal by Manager.

b. Be responsible for the purchase of budgeted supplies, tools, equipment, machinery, electronic devices and materials required for the operation and maintenance of the condominium properties and common areas, and for the entering into of contracts for such services as shall be necessary to perform the Association's maintenance obligations subject to prior approval from the Board. However, Manager shall not obligate the Association for any single item of repair, replacement, refurbishing or refurbishing not already budgeted without prior specific approval of the Board of Directors, excepting only there from emergency repairs involving manifest danger to persons or property, or immediately necessary for the preservation and safety of the condominium or of persons or property therein, or required to avoid suspension of necessary services to the condominium, any or all of which may be made or authorized by Manager without regard to the actual cost thereof.

c. Contract for provisions of utility services as required upon prior approval of the Board, examine rate schedules for applicability, review and pay proper bills for service relating to electric power for common areas, water and sewer service for all units, and such other similar utility services as may be appropriate and needed. Manager will advise the Board of Directors in writing of the pendency of any utility rate proceedings concerning utility services provided to the condominium sufficiently in advance of the scheduled date of hearing so as to permit Board of Directors to employ experts, including but not limited to attorneys, accountants, engineers, to appear on behalf of the Association in opposition to the proposed increase; respecting any utility services provided to the condominium under negotiable contract, Manager shall coordinate with the Board of Directors in the negotiation of new contracts but shall have no authority to bind the Association whatsoever without prior written direction from the Board.

d. Further, as to the condominium and common areas, Manager shall enter into contracts after approval from the Board for garbage and trash removal, vermin extermination, and other services, and make all such contracts and purchases in the Association's name.

e. Upon direction by the Board, Manager shall cause to be placed or kept in force at all times all insurance required or permitted by the appropriate section of the Declaration of Condominium to be kept or placed by the Association. Manager shall advise and recommend to Association a program on insurance to protect the Association, its members, and Manager against loss by reason of damage to property from casualties, or by reason of liability for personal injury or property damage, against flood loss and liability by reason of actions of officers and directors. Manager shall assist Association in placing policies with appropriate carriers at minimum premium cost.

f. Review and pay promptly all bills received for services, work and supplies ordered in connection with maintenance and operation of the condominium and

assessments assessed with respect to the common elements, if any, as and when the same shall become due and payable.

g. Collect all regular and/or special assessments from the Association's members. The Association authorizes Manager to request, demand, collect and receipt for any and all assessments and charges that may be due the Association. Manager shall furnish Association with an itemized list of all delinquent accounts; these reports will be furnished to the Association Treasurer.

h. All payments due to Association from any source shall be collected promptly by Manager and deposited to a special bank account maintained by Manager for the Association. All disbursements to meet the necessary operating costs of the Association shall be made by the Manager from said account. Manager shall not be obligated to provide any operating funds for Association.

i. Consider and, where reasonable, attend to the complaints of unit owners or their tenants and guests; Manager shall advise the Board of Directors in writing of all complaints so received by it and identify the action undertaken by Manager to tend to the complaint. Association shall upon its receipt of any complaints from unit owners, their tenants or guests, immediately advise Manager of such complaints so that Manager may perform its obligations provided herein. Manager shall provide the Board of Directors with a monthly list of complaints that it has received regarding individual units, common elements or other common elements of the Association.

j. Take such action as may be necessary to comply with all laws, statutes, ordinances, rules and regulations of all appropriate governmental authorities or of the National Board of Fire Underwriters, provided that Manager shall not take any action so long as Association is contesting or has affirmed its intent to contest any such law, statute, ordinance, rule or regulation.

k. Prepare and submit on behalf of the Association all required local, State and/or Federal tax and other reports and returns on or before their respective due date so as not to cause any delinquency, late charge or interest penalty to be assessed against the Association. In the event a penalty is assessed as the result of Manager not filing in a timely fashion, he shall be responsible for said penalty.

l. Provide Association with a monthly operating statement, showing all cash receipts and disbursements. This will include a breakdown of expenditures for general maintenance and supply expenditures, contract labor, and new equipment and improvements. Quarterly reports shall be produced to send to the individual unit owners.

m. Prepare and submit an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the new year based upon the then current schedule of monthly assessments and taking into account the general condition of the Association and the condominium, which budget shall comply with the requirements imposed under the appropriate section of the Condominium Association Bylaws. Said budget together with explanatory statement or notes shall be submitted to the Board of Directors in final draft at least 60 days prior to the commencement of the



year for which it has been made. The budget shall serve as a supporting document for the schedule of monthly assessments.

n. Make available a representative to attend regular or special meetings of the unit owners and/or of the Board of Directors of the Association and at the request of the Board of Directors to confer freely with and fully at reasonable times upon reasonable advance notice with the Board of Directors when so required by them in connection with performance of Manager's duties.

o. Assist Association in the preparation of notices and other legal documents required for regular and/or special meetings of the Board of Directors or members, and the mailing of notices and proxies.

p. Maintain records sufficient to describe its services performed hereunder and keep financial books and records in accordance with prevailing accounting standards sufficient to identify the source of all funds collected and disbursement thereof. Such records shall be kept at the office of the Manager and shall be available for reasonable inspection by the Board of Directors or designated agents. The Manager shall perform a continual internal audit of the Manager's financial records relative to its services as Manager for the purpose of verifying the same, but no independent or external audit shall be required of it. Association shall have the right to an annual external and/or internal independent audit provided the cost thereof shall be paid by and the employment of the auditor shall be by the Association directly and not through the Manager, and provided that the external auditor is acceptable to the Manager, whose acceptance shall not be unreasonably withheld. Such independent audit shall be conducted however, at the office of the Manager.

q. On behalf of the Association have access to the common elements and limited common elements of the condominium at all times and further have access to each condominium unit during reasonable hours as may be necessary for the maintenance, repair or replacement of any common element or limited common element contained therein or be accessible there from, or for the making of emergency repairs as to common or limited common elements or to any other condominium unit or units.

r. Cause to be kept and maintained on behalf of Association according to good accounting records which shall be opened to inspection by unit owners or their authorized representatives at reasonable times. These records shall include, but are not limited to, the following:

1. A record of all receipts and expenditures.
2. An account for each unit, designating the name and current mailing address of the unit owner, the name of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account, and the balance due.
3. Upon request of a unit owner or holder of a mortgage or other lien upon a condominium unit, a certificate showing the amount of unpaid assessments against the unit owner with respect to the condominium parcel shall be prepared without liability for errors unless resulting from gross negligence.

s. Maintain, manage, supervise and direct the condominium facilities and to enforce rules and regulations concerning the use of the condominium facilities which rules and regulations shall be uniform as to all owners, occupants, employees and personnel.

t. Retain and employ, after prior approval from the Board, attorneys, tax consultants, certified public accountants, and such other experts and professionals whose services the Manager may reasonably require to perform effectively its duties and exercise its powers there under.

u. Investigate all applications for approval in connection with transfers of condominium units and report the findings of the investigations and make recommendations as to their approval or disapproval to the Board of Directors of the Association for their consideration and subsequent action.

v. Cause such alterations and/or additions to the common elements of the condominium property to be made as authorized by the Board of Directors of the Association and its members where required pursuant to and in accordance with said condominium declaration.

#### 5. INDEMNIFICATION AND INSURANCE

a. Manager shall be liable to the Association for any loss or damage caused by Manager's own gross negligence or willful misconduct. Manager shall be insured by the Association's carrier for liability brought about as a result of claims against said Manager for his operation of the condominium complex, except for any claim caused by Manager's own gross negligence or willful misconduct.

b. Manager shall maintain his own separate primary commercial general liability policy with a minimum of \$1,000,000 of coverage, workers' compensation coverage that meets the Florida statutory requirements, a Management Errors and Omissions policy with a minimum of \$1,000,000 of coverage, and commercial crime coverage with a minimum of \$50,000 of coverage that includes employee theft of client funds, forgery, computer fraud and funds transfer fraud, with a loss payee endorsement in favor of the Association.

#### 6. COMPENSATION FOR MANAGER

As its compensation from the Association for performance of the services contemplated herein, Manager shall receive

- \$700.00 monthly, for the period beginning with the date of this agreement through December 31, 2009, and at a mutually agreed upon amount thereafter.
- Management-related expenses including, but not limited to, reimbursement for postage and printing, construction project management (on a per-project basis), and on-site off-hour emergency calls which are billed at \$25.00 per hour.
- Reimbursement for all emergency expenses and for those expenses properly authorized by the Board of Directors to be incurred by it in relationship to its management of the condominium.

#### 7. USE OF ASSESSMENTS

Until the Association shall modify or change the same, the monthly assessment for each unit shall be as set forth within the annual budget adopted by the Association

Board of Directors. The Association shall not reduce the assessment so that the amount produced thereby is less than the amount required to pay all items as set forth in the budget adopted by the Association, the Declaration of Condominium, the Articles of Incorporation and the Bylaws (collectively the "Association Documents"). The Manager will not undertake to pay the items set forth hereinafter from its own funds and shall only be required to perform its services and to make disbursements to the extent that payments received from assessments or other revenues shall be sufficient to pay the same. Should it appear to the Manager that the assessments and other revenues, if any, are insufficient to pay the same, Manager shall notify Association in detail of the fact and request the Association to increase the monthly assessment. Failure by the Association to do so within 30 days, at the sole option of the Manager, shall be construed as a breach of this agreement. All assessments and other revenues, if any, of the Association which Manager shall collect will be applied as follows:

- a. Payments of premiums on insurance policies carried by Association.
- b. Payment of Manager of its fee hereinabove set forth.
- c. Sums otherwise due and payable by the Association in accordance with the budget approved by the Association's Board of Directors.
- d. The balance shall be utilized, applied and disbursed, expended or reserved by Manager to pay all costs and expenses for services provided by the Manager under this agreement.

#### 8. MAINTENANCE OF CONDOMINIUM UNITS

This agreement does not contemplate nor is the manager responsible for or required to perform upkeep and repair of individual condominium units, the responsibility for which is that of the condominium owner pursuant to the Declaration of Condominium. However, the manager, in its discretion may perform such maintenance and repair of a condominium unit as may be requested in writing by a unit owner as an accommodation to the owner and/or the Association and may and shall charge such unit owner who shall have requested such service of the Manager a reasonable charge in connection therewith in its sole discretion.

#### 9. ACCOUNTING FOR VARIOUS CHARGES AND INTEREST

Any sums collected by manager for late charges, interest due on assessments, interest accruing on Association funds that may be deposited in a savings account or other similar interest accrual account, or fees collected for investigating credit of purchasers or lessees, shall be recorded and accounted for as income to the Association.

#### 10. ATTORNEYS' FEES

In the event of any action at law or in equity by a party hereto for enforcement of its rights under the provisions of this agreement or seeking damages by reason of any breach by the other party of its duties and obligations there under, the prevailing parties shall be entitled in addition thereto to any other relief provided by law to recovery of reasonable attorney's fees and court costs incurred in connection therewith.

#### 11. NOTICES

All notices required or permitted to be given there under shall be deemed to have been properly given and shall be effective when and if sent by United States regular mail, postage pre-paid, addressed to the Association at 225 Broadway, Suite 1800, San Diego, CA 92101 and to the Manager at 1927 Beach Road, Englewood, FL



President / CEO  
Manasota Key Realty, Inc.

# 5634298\_v2

## RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium Sunrise Pointe Condominium

Address of Condominium 2225 N. Beach Road, Englewood, Florida 34223; and  
2245 N. Beach Road, Englewood, Florida 34223

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

DOCUMENT	RECEIVED BY HARD COPY	BY ALTERNATIVE MEDIA
Prospectus Text		X
Declaration of Condominium		X
First Amendment to Declaration of Condominium and Addendum to Exhibit "A-1"		X
Second Amendment to Declaration of Condominium and Second Addendum to Exhibit "A-1"		X
Third Amendment to Declaration of Condominium		X
Articles of Incorporation		X
Bylaws		X
Estimated Operating Budget		X
Form of Agreement for Sale or Lease		X
Rules and Regulations		X
Covenants and Restrictions	N/A	N/A
Ground Lease	N/A	N/A
Management and Maintenance Contracts for More Than One Year		X
Renewable Management Contracts		X
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominiums (Sovereignty Submerged Land Lease)		X
Lease of Recreational and Other Facilities to be Used by Unit Owners with Other Condominiums	N/A	N/A
Declaration of Servitude	N/A	N/A
Sales Brochure	N/A	N/A
Phase Development Description	N/A	N/A
Form of Unit Lease if a Leasehold	N/A	N/A
Description of Management for Single Management of Multiple Condominiums	N/A	N/A
Conversion Inspection Report	N/A	N/A
Conversion Termite Inspection Report	N/A	N/A
Plot Plan		X
Floor Plan		X

Survey of Land and Graphic Description of Improvements		X
Frequently Asked Question and Answer Sheet		X
Financial Information	N/A	N/A
State or Local Acceptance/Approval of Dock or Marina Facilities (Sovereignty Submerged Land Lease)		X
Evidence of Developer's Ownership, Leasehold or Contractual Interest in the Land Upon Which the Condominium is to be Developed		X
Executed Escrow Agreement		X
Alternative Media Disclosure Statement	X	X
Plans and Specifications	MADE AVAILABLE	MADE AVAILABLE

**THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER. THE AGREEMENT IS ALSO VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Purchaser or Lessee:

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Signature of Purchaser

**SUNRISE POINTE CONDOMINIUM**  
**ALTERNATIVE MEDIA DISCLOSURE STATEMENT**

System Requirements to view the alternative media documents:

Operating System: Microsoft® Windows 98 Second Edition, Windows Millennium Edition, Windows NT® 4.0 with Service Pack 6, Windows 2000 with Service Pack 2, Windows XP Professional or Home Edition, Windows XP Tablet PC Edition

Memory: 256MB of RAM (512 MB recommended)

Hard Drive: 120MB of available hard-disk

space

Processor Speed: Intel® Pentium® III or 4 processor

Printer Requirements: A printer that includes Adobe® PostScript® Level 2 or PostScript 3™ and a PostScript Printer Description (PPD) file for your printer

Software: Adobe Reader 5.0 or higher

The Purchaser should not select alternative media unless the Purchaser will have the means to read the documents before the expiration of the 15-day cancellation period.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser



**CERTIFICATE OF IDENTICAL DOCUMENTS**

STATE OF FLORIDA  
COUNTY OF DUVAL

RE: Sunrise Pointe Condominium  
(Condominium)

Lemon Bay Horizons, L.L.C.  
(Developer)

I, Melissa K. Nelson, attorney for Lemon Bay Horizons, L.L.C., a Florida limited liability company, as developer of the Condominium, do hereby certify for use as evidence before the Division of Condominiums and Mobile Homes, or any Court of Law, that Lemon Bay Horizons, L.L.C., is the developer of SUNRISE POINTE CONDOMINIUM, located at 2225 N. Beach Road, Englewood, Florida 34223 and 2245 N. Beach Road, Englewood, Florida 34223, documents for which have previously been filed with the Division, that I have knowledge of the contents of said filing and that, except for the items listed on pages attached to this document, all items required by the Condominium Act to be filed with the Division are identical with those already on file for this condominium under identification number PR69495. I understand that, if needed, the Division may require that I submit a copy of the recorded documents.

Dated this 2<sup>nd</sup> day of September, 2008.

By: Melissa K Nelson  
Melissa K. Nelson, Esq.

Title: Attorney for Lemon Bay Horizons, L.L.C., a Florida limited liability company

Warning: Any false statement made herein may subject the person so certifying to prosecution under section 837.06, F.S.

# 5531745\_v1

**RECEIPT FOR CONDOMINIUM DOCUMENTS**

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium Sunrise Pointe Condominium

Address of Condominium 2225 N. Beach Road, Englewood, Florida 34223; and  
2245 N. Beach Road, Englewood, Florida 34223

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

<b>DOCUMENT</b>	<b>RECEIVED BY HARD COPY</b>	<b>BY ALTERNATIVE MEDIA</b>
Prospectus Text	X	
Declaration of Condominium	X	
First Amendment to Declaration of Condominium and Addendum to Exhibit "A-1"	X	
Second Amendment to Declaration of Condominium and Second Addendum to Exhibit "A-1"	X	
Third Amendment to Declaration of Condominium	X	
Articles of Incorporation	X	
Bylaws	X	
Estimated Operating Budget	X	
Form of Agreement for Sale or Lease	X	
Rules and Regulations	X	
Covenants and Restrictions	N/A	N/A
Ground Lease	N/A	N/A
Management and Maintenance Contracts for More Than One Year	X	
Renewable Management Contracts	X	
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominiums (Sovereignty Submerged Land Lease)	X	
Lease of Recreational and Other Facilities to be Used by Unit Owners with Other Condominiums	N/A	N/A
Declaration of Servitude	N/A	N/A
Sales Brochure	N/A	N/A
Phase Development Description	N/A	N/A
Form of Unit Lease if a Leasehold	N/A	N/A
Description of Management for Single Management of Multiple Condominiums	N/A	N/A
Conversion Inspection Report	N/A	N/A

Conversion Termite Inspection Report	N/A	N/A
Plot Plan	X	
Floor Plan	X	
Survey of Land and Graphic Description of Improvements	X	
Frequently Asked Question and Answer Sheet	X	
Financial Information	N/A	N/A
State or Local Acceptance/Approval of Dock or Marina Facilities (Sovereignty Submerged Land Lease)	X	
Evidence of Developer's Ownership, Leasehold or Contractual Interest in the Land Upon Which the Condominium is to be Developed	X	
Executed Escrow Agreement	X	
Alternative Media Disclosure Statement	N/A	N/A
Plans and Specifications	MADE AVAILABLE	MADE AVAILABLE

**THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER. THE AGREEMENT IS ALSO VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Purchaser or Lessee:

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Signature of Purchaser

**EXHIBIT I**

**GOVERNMENT PERMITS**

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
CONSOLIDATED ENVIRONMENTAL RESOURCE PERMIT (ERP) AND  
SOVEREIGN SUBMERGED LAND AUTHORIZATION (SL)  
GENERAL CONSTRUCTION SURFACE WATER MANAGEMENT SYSTEMS  
PERMIT NO. 44025136.001**

AND

**SOVEREIGNTY LANDS STANDARD LEASE**

<b>ERP Expiration Date:</b> December 28, 2009
--

PERMIT ISSUE DATE: December 28, 2004

<b>SL Expiration Date:</b> N/A
-----------------------------------

This permit, issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and Chapter 40D-40, Florida Administrative Code, (F.A.C.), authorizes the Permittee to perform the work outlined herein and shown by the application, approved drawings, plans, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District).

Authorization is granted to use sovereign submerged lands as outlined herein and shown by the application, approved drawings, plans, and other documents attached hereto and kept on file at the District under the provisions of Chapters 253 and 258, F.S., and Chapters 18-20 and 18-21, F.A.C., as well as the policies of the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees). This approval does not disclaim any title interests that the Board of Trustees may have in the project site. Any subsequent authorizations by the Board of Trustees or its designated agents may contain conditions necessary to satisfy the fiduciary responsibilities of the Board of Trustees as well as other applicable statutory or rule requirements implemented by the Department of Environmental Protection's Division of State Lands or other governmental agencies authorized by Florida Statutes.

All construction, operation, and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

**PROJECT NAME:** Horizons Condominiums - Dock Permitting

**GRANTED TO:** Lemon Bay Horizons, LLC  
6919 Spinnaker Road  
Englewood, FL 34224

**ABSTRACT:** This permit is for construction of a 7-slip boat docking facility to serve a private multi-family residential development. The applicant owns 184 linear feet of shoreline along Lemon Bay, an Aquatic Preserve, and Outstanding Florida Water. An existing 41-foot by 5-foot dock, with an estimated number of four (4) existing slips, comprising 205 square feet, will be removed and replaced with a new dock and additional slips that will pre-empt a total of 1820.5 square feet (0.042 acre) of Sovereign Submerged Lands. A new walkway to access the proposed docks will be constructed over an existing boat ramp to avoid impacts to mangroves. A five (5)-year, standard term sovereignty submerged lands lease with the Board of Trustees of the Internal Improvement Trust Fund is required because the activity is located within an Aquatic Preserve and is not exempt from the need to obtain an Environmental Resource Permit. The Permittee will place the remainder of the shoreline under a propriety conservation easement that will be granted to the State of Florida. There is one 0.07-acre wetland located within the property boundary, which is classified as an Inter-Tidal Estuarine wetland. The boat dock piles will be installed within the open water section of Lemon Bay and will impact 22 square feet of the inter-tidal wetland. Two other minor impacts will occur within the wetland area due to the removal of an existing pier and concrete boat ramp. Both the existing pier area and the boat ramp area will be replanted with mangroves.

RECEIVED 530 10 2004

Permit No.: 44025136.001

Page 2

December 28, 2004

**OP. & MAINT. ENTITY:** Lemon Bay Horizons, LLC  
**COUNTY:** Charlotte  
**WATERBODY NAME:** Lemon Bay  
**AQUATIC PRESERVE:** Lemon Bay  
**SEC/TWP/RGE:** 12/41S/19E  
**TOTAL ACRES OWNED OR UNDER CONTROL:** 1.80  
**PROJECT SIZE:** 1.80 Acres  
**LAND USE:** Multi-family Residence  
**DATE APPLICATION FILED:** November 7, 2003  
**AMENDED DATE:** August 17, 2004

## I. Water Quantity/Quality

Comments: There is no upland development associated with permit.

A mixing zone for turbidity is granted exclusively for the construction of the docks as described in "Attachment C, Water Quality Assurance and Monitoring Plan" as submitted to the District on January 20, 2004.

A variance is not required.

## II. 100-Year Floodplain

Comments: There is no FEMA 100-year floodplain within the project area.

## III. Environmental Considerations

<b>Wetland Information:</b>				
WETLAND NO.	TOTAL AC.	NOT IMPACTED AC.	TEMPORARILY DISTURBED AC.	PERMANENTLY DESTROYED AC.
WL-1	0.07	< 0.01	< 0.01	0.001
<b>TOTAL</b>	<b>0.07</b>	<b>&lt; 0.01</b>	<b>&lt; 0.01</b>	<b>0.001</b>

Comments: There is one wetland totaling 0.07 acre that occurs within the project boundary. This wetland is Inter-Tidal Estuarine and is part of Lemon Bay, an Aquatic Preserve, and Outstanding Florida Waters. The wetland area has an existing pier area (0.001 acre), which will be removed and planted with mangroves, and a concrete boat ramp area (0.002 acre) which will serve as the new walkway for the new docking area. Two seagrass surveys were conducted within the area of the pilings and docking facility to determine if seagrass was within the dock area, no seagrasses were encountered during these surveys.

RECEIVED DEC 30 2004

<b>Mitigation Information:</b>					
AREA NO.	CREATED/ RESTORED AC.	UPLAND PRESERVED AC.	ENHANCED WETLAND AC.	WETLANDS PRESERVED AC.	MISC. MITI. AC.
M-1	0.001	0.00	0.00	0.00	0.00
M-2	0.002	0.00	0.00	0.00	0.00
WL-1	0.000	0.00	0.00	0.00	0.07
<b>TOTAL</b>	<b>0.003</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.07</b>
<b>NET CHANGE</b>	<b>0.000</b>	<b>OTHER MITIGATION TOTAL</b>			<b>0.07</b>

Comments: Restoration will occur within M-1 (pier area) and M-2 (concrete ramp area). The M-1 area will be removed and red and black mangroves will be replanted within the wetland boundaries. M-2 will be removed and will be utilized as the new walkway for the docking facilities. The new walkway will not take up the entire ramp area, the remaining ramp area will be planted with red mangroves. The remaining 0.07 acre of wetland area will be restored by removing all Brazilian pepper along the property boundary.

Watershed Name: South Coastal Drainage

A regulatory conservation easement is not required.

IV. Sovereign Submerged Lands.

ACTIVITY	PREEMPTED AREA	DREDGED	NO. OF SLIPS
5-year standard lease	1820.5	0.0	7
<b>TOTALS:</b>	<b>1820.5 square feet</b>	<b>0.0 cubic yards</b>	<b>7</b>

Shoreline Length: 184 feet

A proprietary conservation easement is required.

**SPECIFIC CONDITIONS**

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

Sarasota Regulation Department  
 Southwest Florida Water Management District  
 6750 Fruitville Road  
 Sarasota, FL 34240-9711

The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.

3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Sarasota Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1.859, F.A.C., and signed, dated and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. The construction of all wetland impacts and wetland restoration shall be supervised by a qualified environmental scientist/specialist/consultant. The Permittee shall identify, in writing, the environmental professional retained for construction oversight prior to initial clearing and grading activities.
7. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance.
8. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
  - wetland preservation
  - wetland buffers
  - limits of approved wetland impacts

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.
9. Wetland WL-1 boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District.
10. Manatee protection during construction shall be provided by the following:
  - a. The Permittee shall instruct all personnel associated with the project of the potential presence of manatees and the need to avoid collisions with manatees. All construction personnel are responsible for monitoring water-related activities to determine the presence of manatee(s).
  - b. The Permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act of 1972, The Endangered Species Act of 1973, and the Florida Manatee Sanctuary Act.
  - c. Turbidity barriers shall be made of material in which manatees cannot become entangled, properly secured, and regularly monitored to avoid manatee entrapment. Barriers must not block manatee entry to or exit from essential habitat.
  - d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.



- e. If manatee(s) are seen within 100 yards of the active construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure protection of the manatee. These precautions shall include the operation of all moving equipment no closer than 50 feet of a manatee. Any equipment closer than 50 feet of a manatee must immediately cease operation. Activities will not resume until the manatee(s) has departed the project area of its own volition.
  - f. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission's Hotline at 1-888-404-FWCC. Collision or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-232-2580) for north Florida or Vero Beach (1-561-562-3909) for south Florida.
  - g. Temporary signs concerning manatees shall be posted prior to and during all construction/dredging activities. All signs shall be removed by the Permittee upon completion of the project. A sign measuring at least 3 feet by 4 feet, which reads "Caution: Manatee Area" must be posted in a location prominently visible to water related construction crews. A second sign must be posted if vessels are associated with the construction, and must be visible to the vessel operator. The second sign must be at least 8 1/2 inches by 11 inches which reads "Caution: Manatee Habitat. Idle speed is required if operating a vessel in the construction area. Any equipment closer than 50 feet of a manatee must immediately cease operation. Any collision or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission's Hotline at 1-888-404-FWCC (1-888-404-3922)."
11. Permanent manatee warning and information signs ("Manatee Basics for Boaters" and "West Indian Manatee Fact Sheet") shall be installed (facing land) and maintained at Boat Docks prior to beneficial use or operation of that facility(ies). The Permittee shall contact the Florida Department of Environmental Protection, Division of Marine Resources, Protected Species Management (3900 Commonwealth Boulevard, Tallahassee, Florida 32399) for manatee warning and information sign location requirements. Manatee Warning and Information signs and pilings shall be maintained, in a manner acceptable to the District, for the life of the facility(ies) by the Permittee or the operation and maintenance entity.
12. The District has requested that the Department of Environmental Protection's Recurring Revenue Section of the Bureau of Land Administration prepare the Standard Lease instrument. Construction on sovereign submerged lands shall not begin until this instrument has been executed to the satisfaction of the District.
13. The restoration of areas M-1 and M-2 shall be supervised by a qualified environmental scientist. Before the removal of the M-1 (pier area) and M-2 (concrete ramp) area, the water quality assurance and monitoring plan shall be in place (see Attachment C, Dated January 7, 2004). Within 30 days of removal of the pier and within 30 days of the completion of the walkway the restoration of these areas shall be completed. The planting plan for these areas shall be done as per the planting plan on the construction plan Sheet 4 of 8.
14. Upon the restoration of M-1 and M-2, the District shall be contacted by letter requesting an inspection of the area. Once the planting is approved a preliminary set of photographs and narrative outlining the following parameters shall be submitted to the District: (a.) percent of survivorship and coverage of plant species. (b.) percentage of coverage by nuisance and exotic plant species. (c.) photographs taken from two static position stations. Following the initial District approval, semi-annual monitor reports shall be conducted using the same parameters. These monitor reports shall be submitted annually. These monitor report shall continue until the percent of survivorship of the mangroves equals 90 percent and the percentage of coverage by nuisance and exotic plant species is no more than 5 percent.

15. The removal of Brazilian pepper monitoring shall be conducted within 30 days of the completion of construction. The Brazilian pepper shall be cut down to the stump and treated with an approved herbicide. All cut pepper trees shall be removed from the site to an approved dumping area. The wetland area should also be checked for re-growth and treated as necessary during the semi-annual wetland monitor report of the M-1 and M-2 area.
16. Decking construction material for the boat slips and walkway shall be recycled materials plastic lumber planking high-density polyethylene (HDPE) in lieu of wooden planks.
17. As an additional effort to address the issue of how boating activity is clearly in the public interest, the applicant shall contribute one thousand dollars to Charlotte Harbor Environmental Center (CHEC) within 90 days of completion of the docking facility, who will design and produce a brochure entitled "Lemon Bay Guide". These brochures will be distributed through CHEC's ongoing environmental education programs in the Lemon Bay watershed.
18. A copy of the final deed restrictions with the following criteria on type of waterborne vessels, the type of facilities, and activities that are not allowed, must be provided within 60 days of permit issuance or prior to transfer of the facilities into operation, whichever is less.
  - a. The Permittee shall only allow recreational waterborne vessels such as sail or motorized vessels to moor at the facility on a regular basis. Commercial vessels (such as cruise ships, shrimping or other commercial fishing vessels) are not allowed. In addition, the Permittee shall not allow any waterborne vessels exceeding a prop or keel draft of 24 inches to use the docking facility.
  - b. There shall be no fueling or repair facilities, no pump-out facilities, no "liveaboards", no discharging of trash, human or animal waste and no fish cleaning stations at this facility.
  - c. The Permittee shall install "No Mooring" signs as depicted on the approved construction drawings.
19. All pilings are to be wrapped with PVC from natural grade to an elevation six (6) inches above Mean High Water to minimize leaching of pollutants from the pilings. The walkway and finger pier decking shall be constructed from recycled materials plastic lumber planking, in lieu of wooden planking.
20. Handrails shall be installed on both sides of the boardwalk landward of the mean high water level (MHWL) in an effort to protect the adjacent mixed mangrove wetlands from unintended use. Handrails will also be installed along the backside of the dock to discourage unauthorized boaters from using the facility.
21. The Permittee shall submit a copy of the proprietary conservation easement as recorded in the Charlotte County Public Records within 180 days of permit issuance. The conservation easement shall identify the State of Florida, Board of Trustees of the Internal Improvement Trust Fund and the District as co-grantees. The easement shall cover a minimum of 10-foot wide strip of land as measured from the mean high water line landward encompassing the entire western shoreline from the north property line to the south property line. The Permittee shall receive approval from the District for any proposal to modify the conservation easement before conducting any activity prohibited by the terms of the conservation easement.
22. Permanent manatee warning and information signs ("Manatee Basics for Boaters" and "West Indian Manatee Fact Sheet") shall be installed (facing land) and maintained at boat docks prior to beneficial use or operation of that facility. The Permittee shall contact the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management, 620 South Meridian Street, MS-6A, Tallahassee, FL 32399-1600, telephone (850) 922-4330, for manatee warning and information sign location requirements. This information may also be obtained from the handout "Permanent Manatee Signs" or the Bureau's website at [www.floridaconservation.org/psm/signs/signeduc.htm](http://www.floridaconservation.org/psm/signs/signeduc.htm). Manatee Warning and Information signs and pilings shall be maintained by the Permittee, or the operation and maintenance entity in a manner acceptable to the District, for the life of the facility.

23. The Permittee shall install and maintain a manatee informational display in the immediate vicinity of the docking facility. This display shall inform boaters of manatee characteristics and behavior, and potential threat boats can impose on the continued existence of the endangered manatee. The display shall contain information making operators of vessels moored at this facility aware of the danger boats can cause to the endangered manatee when they are operated above slow speed in grass flats or areas shallower than four feet, and how to minimize human impacts on manatees. The Permittee shall contact the Florida Fish and Wildlife Conservation Commission, Bureau of Protected Species Management, (850) 922-4330 for information and guidance relative to the manatee information display.
24. The District has requested that the Department of Environmental Protection's Recurring Revenue Section of the Bureau of Land Administration prepare the standard lease instrument. The Permittee shall not commence construction over sovereign submerged lands until this instrument has been executed to the satisfaction of the District.
25. A mixing zone for turbidity is granted exclusively for the construction of the docks as described in "Attachment C, Water Quality Assurance and Monitoring Plan" as submitted to the District on January 20, 2004.
26. Monitoring for turbidity, which includes sampling methodology and sampling frequency shall be performed as described in "Attachment C, Water Quality Assurance and Monitoring Plan" as submitted to the District on January 20, 2004.
27. All turbidity monitoring reports shall be submitted to the Sarasota Service Office of the District, attention Environmental Section, within seven (7) days of sample collection. All correspondence should include the Permittee name and permit number. Failure to submit reports in a timely manner constitutes a violation of the permit and may be grounds for revocation.
28. If any violation of state water quality standards occurs from turbidity, all dredging activities shall cease immediately, and the violation shall be immediately reported to the District at (941) 377-3722. The violation report shall include the description of the corrective actions being taken or are proposed to be taken. If violations are noted after normal business hours, on holidays or on weekends, the report shall be made to the District as soon as normal business hours resume. A copy of all monitoring data sheets, which indicate violations, shall be forwarded immediately to the District.
29. This authorization is for the construction of a 7 slip docking facility and associated infrastructure. This permit does not authorize, nor does it guarantee a particular boat length. However, the boats that utilize this facility shall under no circumstances exceed the length of 16 feet as shown on the Dock Drawing, Exhibit "B", dated November 10, 2004.
30. The use of the boat slips shall be limited to the adjacent upland development.
31. There shall be no impacts to seagrass beds within the area of the dock and out into the main boat channel.
32. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation areas.

FROM :

Dec 30, 2004 3:46PM

FAX NO. :

Jan. 04 2005 05:58PM PB  
No. 2536 P. 20

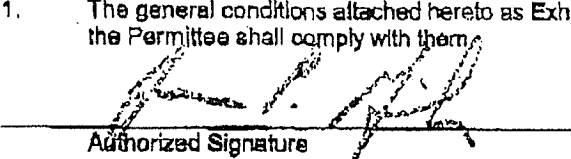
Permit No.: 44025136.001

Page 8

December 28, 2004

**PROPRIETARY GENERAL CONDITIONS**

1. The general conditions attached hereto as Exhibit "B" are hereby incorporated by reference and the Permittee shall comply with them.

  
\_\_\_\_\_  
Authorized Signature

RECEIVED 633 00 2004



An Equal  
Opportunity  
Employer

## Southwest Florida Water Management District

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7852 (FL only)  
SUNCOM 572-6200

**Lecanto Service Office**  
3600 West Sovereign Path  
Suite 225  
Lecanto, Florida 34461-8070  
(862) 527-8131  
SUNCOM 667-3271

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: WaterMatters.org

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-8711  
(941) 577-3722 or  
1-800-320-3503 (FL only)  
SUNCOM 531-6900

**Tampa Service Office**  
7801 Highway 301 North  
Tampa, Florida 33637-8759  
(813) 988-7481 or  
1-800-836-0797 (FL only)  
SUNCOM 578-2070

December 29, 2004

**Watson L. Hayes II**  
Chair, Pinellas  
**Heidi B. McGree**  
Vice Chair, Hillsborough  
**Barth C. Whithead**  
Secretary, Hernando  
**Yolande G. "Jerry" Rice**  
Treasurer, Pasco  
**Edward W. Chantre**  
Manatee  
**Thomas G. Dabney**  
Sarasota  
**Maggie M. Dominguez**  
Hillsborough  
**Rosalee E. Duncan**  
Pinellas  
**Ronald D. Johnson**  
Polk  
**James D. Kovach**  
Hillsborough  
**Fatoy D. Symons**  
DeSoto

Mr. Dale Adams  
Department of Environmental Protection  
Recurring Revenue Section  
Mail Station 108  
Tallahassee, FL 32399-3000

**Subject: Proprietary Authorization Instrument Preparation Request**  
Board of Trustees File No.: 080035275  
SOV Record No.: 080036275  
Associated REG No.: 43025136.001  
Project Name: Horizons Condominiums - Dock Permitting  
County: Charlotte  
Sec/Twp/Rge: 12/41S/19E

Dear Mr. Adams:

The District has taken final action on the Proprietary Authorization for the project referenced above. Information necessary for your staff to prepare the applicable instrument is enclosed. Prior to finalizing this instrument, I would like an opportunity to review a draft of the instrument to ensure that the instrument accurately reflects the authorization that the District has granted.

If you require any additional information, please contact me at the Sarasota Service Office, extension 6546.

Sincerely,

Randal R. Cooper, P.E.  
Senior Professional Engineer  
Sarasota Regulation Department

RRC:RXR:bxm

Enclosures: Delegation of Authority Action Form, Location Map, Title worksheet,  
Survey or sketch

Notice of Final Agency Action, Consolidated Permit  
cc/enc: Associated REG No. 43025136.001  
Sandra R. Newell, P.E., Giffels-Webster Engineers, Inc.  
Darryl A. Newell, Lemon Bay Horizons, LLC

RECEIVED DEC 30 2004

Southwest Florida Water Management District  
Delegation of Authority Action

DELEGATION OF AUTHORITY NO.

Lease/Easement No.: 080035276

Board of Trustees (BOT) No.: 080035276

Action Taken: Environmental Resource Permit for Environmental Resource General Construction and Sovereignty Lands Standard Lease was approved on December 28, 2004 (copy enclosed). Approval is subject to payment of \$1,167.40 for lease fee.

Applicant: Lemon Bay Horizons, LLC  
6919 Spinnaker Road  
Englewood, FL 34224

Location: Sec/Twp/Rge 12/41S/19E  
County Charlotte  
Water Body Lemon Bay  
Aquatic Preserve Lemon Bay

Consideration:

— Processing Fee: \$ 0.00.  
The processing fee has been collected and is not included in these calculations.

— Public Easement: \$0.00.  
There are no fees required for public easements at this time.

— Severance Fee: \$0.00, which was calculated as follows:  
— \$1.25 or 2.25 x 0 cubic yards;  
— \$ 50.00 (minimum payment); or,  
— The project qualifies for waiver of the severance fee.  
(refer to 18-21.011(3), F.A.C.)

— Initial Lease Fee: \$1,167.40, which is based on the following:  
1821 square feet to be billed;  
\$238.37 Base fee or minimum fee (see 18-21.011 (1)(b)1.&4., F.A.C.);  
\$476.74 2X base fee for Aquatic Preserves (see 18-21.011(1)(b)5., F.A.C.);  
\$ 0.00 3X base fee for one time developer premium (see 18-21.011(1)(c)3., F.A.C.);  
\$ 0.00 30% discount applied (see 18-21.011(1)(b)2., F.A.C.); and  
\$452.29 25% surcharge applied (see 18-21.011(1)(c)3., F.A.C.).  
(refer to 18-21.011(1), F.A.C.)

— Private Easement: \$ \_\_\_\_\_, a one time fee, which is based on:  
\$ \_\_\_\_\_ the easement value; and,  
\$ \_\_\_\_\_ representing (choose between 10-25) percent of the enhanced value of the easement.  
(refer to 18-21.011(2), F.A.C. and Board of Trustee's Agenda Items 5&7 dated 6/12/91)

Staff Remarks: The following permit specific conditions shall be incorporated into the lease restrictions.

RECEIVED DEC 30 2004

The removal of Brazilian pepper monitoring shall be conducted within 30 days of the completion of construction. The Brazilian pepper shall be cut down to the stump and treated with an approved herbicide. All cut pepper trees shall be removed from the site to an approved dumping area. The wetland area should also be checked for re-growth and treated as necessary during the semi-annual wetland monitor report of the M-1 and M-2 area.

Decking construction material for the boat slips and walkway shall be recycled materials plastic lumber planking high-density polyethylene (HDPE) in lieu of wooden planks.

As an additional effort to address the issue of how boating activity is clearly in the public interest, the applicant shall contribute one thousand dollars to Charlotte Harbor Environmental Center (CHEC) who will design and produce a brochure entitled "Lemon Bay Guide". These brochures will be distributed through CHEC's ongoing environmental education programs in the Lemon Bay watershed.

A copy of the final deed restrictions with the following criteria on type of waterborne vessels, the type of facilities, and activities that are not allowed, must be provided within 60 days of permit issuance or prior to transfer of the facilities into operation, whichever is less, and shall include the following items as a minimum:

- a. The Permittee shall only allow recreational waterborne vessels such as sail or motorized vessels to moor at the facility on a regular basis. Commercial vessels (such as cruise ships, shrimp or other commercial fishing vessels) are not allowed. In addition, the Permittee shall not allow any waterborne vessels exceeding a prop or keel draft of 24 inches to use the docking facility.
- b. There shall be no fueling or repair facilities, no pump-out facilities, no "liveaboards", no discharging of trash, human or animal waste and no fish cleaning stations at this facility.
- c. The boats that utilize this facility shall under no circumstances exceed the total length of 16 feet.

All pilings are to be wrapped with PVC from natural grade to an elevation 6 inches above Mean High Water to minimize leaching of pollutants from the pilings. The walkway and finger pier decking shall be constructed from recycled materials plastic lumber planking, in lieu of wooden planking.

Handrails shall be installed on both sides of the boardwalk landward of the mean high water level (MHWL) in an effort to protect the adjacent mixed mangrove wetlands from unintended use. Handrails will also be installed along the backside of the dock to discourage unauthorized boaters from using the facility. In addition, "No Mooring" signs shall be permanently posted along the backside of the dock as shown on the construction plans.

The Permittee shall submit a copy of the proprietary conservation easement as recorded in the Charlotte County Public Records within 180 days of permit issuance. The conservation easement shall identify the State of Florida, Board of Trustees of the Internal Improvement Trust Fund and the District as co-grantees. The easement shall cover a minimum of 10-foot wide strip of land as measured from the mean high water line landward encompassing the entire western shoreline from the north property line to the south property line. The Permittee shall receive approval from the District for any proposal to modify the conservation easement before conducting any activity prohibited by the terms of the conservation easement.

Permanent manatee warning and information signs ("Manatee Basics for Boaters" and "West Indian Manatee Fact Sheet") shall be installed (facing land) and maintained at boat docks prior to beneficial use or operation of that facility. The Permittee shall contact the Florida Fish and Wildlife Conservation Commission, Imperiled Species Management, 620 South Meridian Street, MS-6A, Tallahassee, FL 32399-1600, telephone (850) 922-4330, for manatee warning and information sign location requirements. This information may also be obtained from the handout "Permanent Manatee Signs" or the Bureau's website at [www.floridaconservation.org/osm/signs/signeduc.htm](http://www.floridaconservation.org/osm/signs/signeduc.htm). Manatee Warning and Information signs and pilings shall be maintained by the Permittee, or the operation and maintenance entity, in a manner acceptable to the District, for the life of the facility.

RECEIVED DEC 30 2004

The Permittee shall install and maintain a manatee informational display in the immediate vicinity of the docking facility. This display shall inform boaters of manatee characteristics and behavior, and potential threat boats can impose on the continued existence of the endangered manatee. The display shall contain information making operators of vessels moored at this facility aware of the danger boats can cause to the endangered manatee when they are operated above slow speed in grass flats or areas shallower than four feet, and how to minimize human impacts on manatees. The Permittee shall contact the Florida Fish and Wildlife Conservation Commission, Bureau of Protected Species Management, (850) 922-4330 for information and guidance relative to the manatee information display.

The District has requested that the Department of Environmental Protection's Recurring Revenue Section of the Bureau of Land Administration prepare the standard lease instrument. The Permittee shall not commence construction over sovereign submerged lands until this instrument has been executed to the satisfaction of the District.

A mixing zone for turbidity is granted exclusively for the construction of the docks as described in "Attachment C, Water Quality Assurance and Monitoring Plan" as submitted to the District on January 20, 2004.

Monitoring for turbidity, which includes sampling methodology and sampling frequency shall be performed as described in "Attachment C, Water Quality Assurance and Monitoring Plan" as submitted to the District on January 20, 2004.

All turbidity monitoring reports shall be submitted to the Sarasota Service Office of the District, attention Environmental Section, within seven (7) days of sample collection. All correspondence should include the Permittee name and permit number. Failure to submit reports in a timely manner constitutes a violation of the permit and may be grounds for revocation.

If any violation of state water quality standards occurs from turbidity, all dredging activities shall cease immediately, and the violation shall be immediately reported to the District at (941) 377-3722. The violation report shall include the description of the corrective actions being taken or are proposed to be taken. If violations are noted after normal business hours, on holidays or on weekends, the report shall be made to the District as soon as normal business hours resume. A copy of all monitoring data sheets, which indicate violations, shall be forwarded immediately to the District.

This authorization is for the construction of a 7 slip docking facility and associated infrastructure. This permit does not authorize, nor does it guarantee a particular boat length. However, the boats that utilize this facility shall under no circumstances exceed the length of 16 feet as shown on the Dock Drawing, Exhibit "B", dated November 10, 2004.

The use of the boat slips shall be limited to the adjacent upland development.

There shall be no impacts to seagrass beds within the area of the dock and out into the main boat channel.

This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation areas.

RECEIVED DEC 30 2004



MYAKKA RIVER

88C-22.026(2)(b)2.a.  
IDLE SPEED

SR 770

LEMON BAY

SEE 88C-22.026, F.A.C. FOR  
MANATEE PROTECTION ZONES  
IN SARASOTA COUNTY

88C-22.026(2)(c)1B.  
SLOW SPEED  
OUTSIDE CHANNEL

SARASOTA COUNTY  
CHARLOTTE COUNTY

SARASOTA COUNTY  
CHARLOTTE COUNTY

88C-22.015(2)(c)1.  
25 MPH IN CHANNEL

SR 776

88C-22.015(2)(b)1.  
SLOW SPEED  
OUTSIDE CHANNEL

GULF  
OF  
MEXICO

PROJECT  
AREA

PETERSON  
ISLAND

OYSTER CREEK

SEE 88D-24.108, F.A.C. FOR  
BOATING SAFETY ZONES  
IN CHARLOTTE COUNTY

SKI ALLEY  
STUMP PASS

SR 775

88C-22.015(2)(c)1.  
25 MPH IN CHANNEL

BUCK CREEK

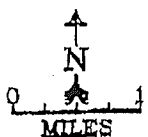
88C-22.015(2)(b)1.  
SLOW SPEED  
OUTSIDE CHANNEL

LITTLE  
GASPARILLA  
ISLAND

88C-22.015(2)(c)2.  
25 MPH DESIGNATION  
APPLIES ONLY IF  
CHANNEL IS MARKED

BOBO KEY

GASPARILLA PASS



RECEIVED DEC 30 2004

2 of 4

http://floridaconservation.org/psm/igs/Charlotte/index.htm

Dec 20 2004 3:31 PM

APPENDIX A

PAGE 1

ANCHORAGES

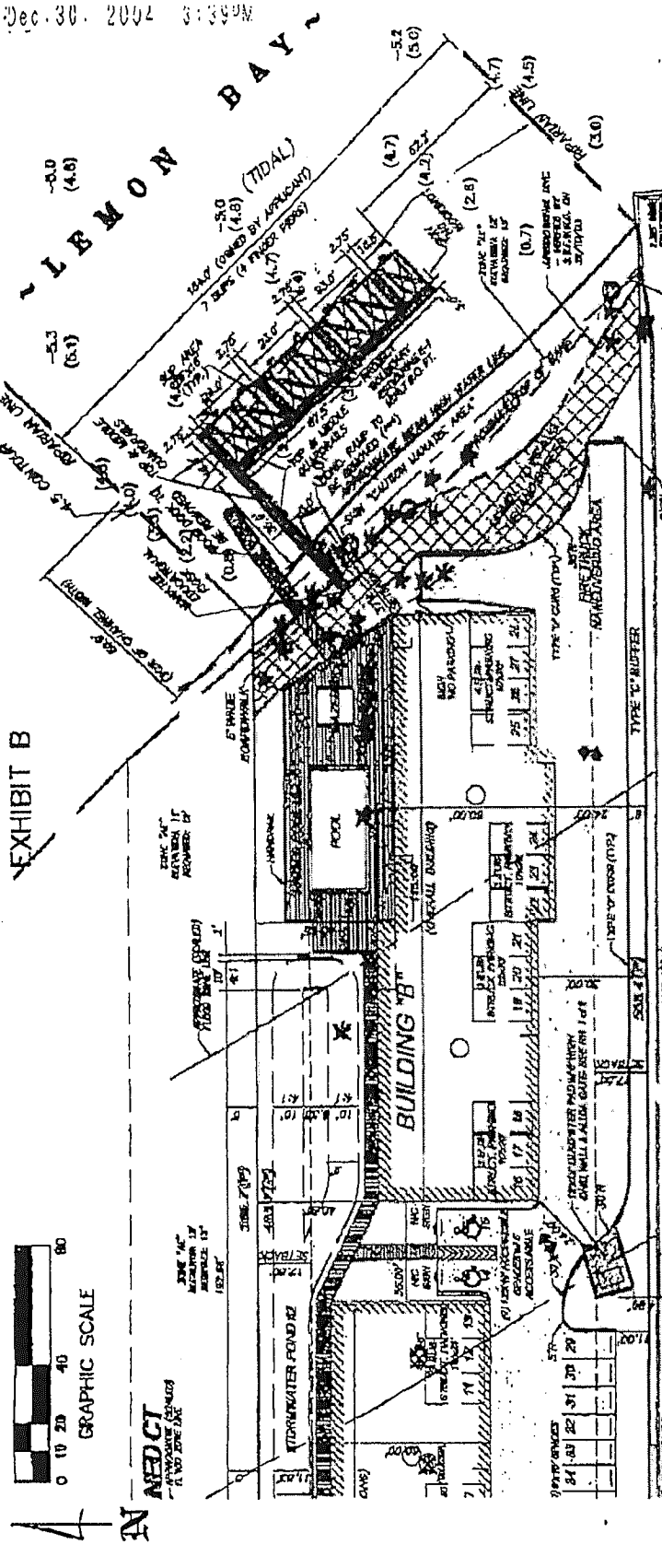
Map of Lemon Bay and surrounding area showing anchorages. The map includes a grid of streets and waterways. A circular seal is visible on the right side of the map.

No. Name	Distance	Anchor
1 Lemon Bay	15	15'
2 Lemon Bay	15	15'
3 Lemon Bay	15	15'
4 Lemon Bay	15	15'
5 Lemon Bay	15	15'
6 Lemon Bay	15	15'
7 Lemon Bay	15	15'
8 Lemon Bay	15	15'
9 Lemon Bay	15	15'

NAVIGATIONAL CHANNEL MARKERS

APPROXIMATE PROJECT LOCATION ON LEMON BAY





**DOCK SUMMARY (7 SLIPS)**  
 HELIWAY TOTAL = 1031 SQ. FT.  
 FRAMES TOTAL = 2223 SQ. FT.  
 FRAMES PER TOTALS 4 @ 44 - LONG 80 FT.  
 STRUCTURE TOTAL OVER WETLANDS = 5468 SQ. FT.  
 SLIP AREA @ 0.25 (11.360) = 1104 SQ. FT.  
 SLIP AREA @ 0.15 (16.368) = 1158 SQ. FT.  
 SLIP AREA @ 0.10 (24.736) = 1272 SQ. FT.  
 APPROXIMATE AREA TOTAL = 18846 SQ. FT.  
 MAXIMUM ALLOWED = 18216 SQ. FT.

*R. Webster*  
 11/30/04



EXHIBIT B



**GWE**  
 GIFFELS-WEBSTER  
 ENGINEERS, INC.

DATE	REVISION	BY	DATE	CHKD.	BY	DATE
01/04/05	REVISED PER COMMENTS	TLB	01/04/05	TLB		
11/30/04	ISSUED FOR PERMITS	TLB	11/30/04	TLB		
08/17/04	ISSUED FOR PERMITS	TLB	08/17/04	TLB		

**DOCK DRAWING**

SCALE	JOB NO.	DRAW. NO.	SHT. 1
1"=40'	51261.20	512618/04	OF 1

900 Pine Street, Suite 225  
 Englewood, Florida 34223  
 Phone (941)475-7981  
 Fax (941)474-4285

RECEIVED BEC 30 2004

11/14/2003  
7:45:49

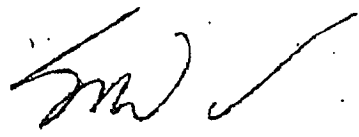
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
TITLE AND LAND RECORDS SECTION  
BOARD OF TRUSTEES LAND DATABASE SYSTEM  
WORKSHEET SHORT FORM (FOR INTERNAL DEP USE ONLY)

Page 1 of 1  
W8MPRT02

LE NUMBER: 46025136  
WORKSHEET ID: 53730  
COUNTY: CHARLOTTE  
APPLICANT: LEMON BAY HORIZONS, LLC  
COMPANY:  
SITE: HORIZONS CONDO

TYPE OF ACTIVITY: TITLE DETERMINATION  
PROJECT LOCATION: SECTION 12 TOWNSHIP 41S RANGE 19E  
AQUATIC PRESERVE: LEMON BAY  
WATER BODY: LEMON BAY

COMMENTS: THE STATE HOLDS TITLE TO LANDS LYING BELOW THE MHWL OF LEMON BAY AT THIS SITE. AREA IS ALSO WITHIN THE LEMON BAY AQUATIC PRESERVE. FOR MHWL INFO, PLEASE CONTACT ALVIN GLOER AT 850-245-2606. TO HUGH DINKLER, SWFWMD, FAX #941-373-7660 KMC 11/13/03



PREPARED BY: 11/13/2003

\*\*\*\*\*  
NOTICE: THE CONCLUSIONS AND DETERMINATIONS SET FORTH IN THIS TITLE WORKSHEET ARE BASED ON A REVIEW OF THE RECORDS CURRENTLY AVAILABLE WITHIN THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AS SUPPLEMENTED, IN SOME CASES, BY INFORMATION FURNISHED BY THE REQUESTING PARTY. SINCE THE ACCURACY AND COMPLETENESS OF THE TITLE INFORMATION REVIEWED MAY VARY, THE CONCLUSIONS AND DETERMINATIONS SET FORTH HEREIN DO NOT CONSTITUTE A LEGAL OPINION OF TITLE AND SHOULD NOT BE RELIED ON AS SUCH.  
\*\*\*\*\*



An Equal  
Opportunity  
Employer

## Southwest Florida Water Management District

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(889) 534-1448 or  
1-800-492-7862 (FL only)  
SUNCOM 572-6200

**Lecanto Service Office**  
3800 West Sovereign Path  
Suite 228  
Lecanto, Florida 34461-8070  
(352) 527-8131  
SUNCOM 667-3271

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1478 (FL only)  
SUNCOM 828-4180 TDD only 1-800-231-6103 (FL only)  
On the Internet at: WaterMatters.org

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(941) 377-3722 or  
1-800-220-3603 (FL only)  
SUNCOM 531-6900

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-8759  
(813) 885-7481 or  
1-800-535-0797 (FL only)  
SUNCOM 678-2070

December 28, 2004

Watson L. Haynes II  
Chair, Pinellas  
Heldi E. McCread  
Vice Chair, Hillsborough  
Judith C. Whitbread  
Secretary, Hernando  
Yamoussa G. "Jerry" Rice  
Treasurer, Pasco  
Edward W. Cunniff  
Manatee  
Thomas G. Bahney  
Sarasota  
Maggie N. Dominguez  
Hillsborough  
Ronald E. Dewann  
Pinellas  
Ronald G. Johnson  
Polk  
Janet D. Kovach  
Hillsborough  
Patsy D. Hynock  
DeSoto

Mr. Darryl A. Newell  
Lemon Bay Horizons, LLC  
6819 Spinnaker Road  
Englewood, FL 34224

**Subject: Consolidated Notice of Final Agency Action for Approval  
Environmental Resource Permit General Construction and  
Sovereignty Lands Standard Lease**

Permit No.:	44025136.001
Board of Trustees File No.:	080035275
SOV Record No.:	446
Project Name:	Horizons Condominiums - Dock Permitting
County:	Charlotte
Sec/Twp/Rge:	12/41S/19E

Dear Mr. Newell:

This letter constitutes notice of Final Agency Action for approval of the permit for an Environmental Resource Permit and Proprietary Authorization referenced above. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

The District has requested that the Department of Environmental Protection's Recurring Revenue Section of the Bureau of Public Land Administration prepare the Standard Lease instrument. A permit condition prohibits construction on the sovereign submerged lands until this instrument has been fully executed.

You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.568 and 120.57, Florida Statute (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. A request for hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts, and (3) otherwise comply with Chapter 28-106, F.A.C. Copies of Sections 28-106.201 and 28-106.301, F.A.C. are enclosed for your reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 14 days of receipt of this notice. If you wish to challenge the determination that this project meets the requirements of 18-21.005(1)(a), F.A.C., a shorter time to file an objection is applicable. A request for hearing must be received within 14 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail.

RECEIVED DEC 30 2004

David L. Moore  
Executive Director  
Gabe A. Heath  
Assistant Executive Director  
William G. Blaney  
General Counsel

Permit No.: 44025136.001

Page 2

December 28, 2004

Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

Enclosed is a "Noticing Packet" that provides information regarding the District Rule 40D-1.1010, F.A.C., which addresses the notification of persons whose substantial interests may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

The enclosed approved construction plans are part of the permit, and construction must be in accordance with these plans.

If you have questions concerning the permit, please contact Randal R. Cooper, P.E., at the Sarasota Service Office, extension 8548.

Sincerely,



James P. Guida, P.E., Director  
Sarasota Regulation Department

JPG:RRC:bxm

Enclosures: Approved Permit w/Conditions Attached  
Approved Construction Drawings  
Statement of Completion  
Notice of Authorization to Commence Construction  
Noticing Packet (42.00-039)  
Sections 28-108.201 and 28-108.301, F.A.C.

cc/enc: File of Record 44025136.001  
Sandra R. Nawall, P.E., Giffels-Webster Engineers, Inc.  
Mary Duncan, Florida Fish and Wildlife Conservation Commission Bureau of Protected Species Management  
Dale Adams, Department of Environmental Protection

**EXHIBIT J**

**ADDITIONAL APPROVALS, RESTRICTIONS AND EASEMENTS**

# 5575370\_v1



CC  
100  
18

Record & Return to:  
LandAmerica - Cecile Emminger  
8928 Brittany Way  
Tampa, FL 33619  
File # A-5033



This Instrument Prepared By:  
Kathy C. Griffin  
Recurring Revenue Section  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station No. 125  
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE

No. 080035275  
PA No. 44025135.001

THIS LEASE is hereby leased by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Sunrise Points Condominium Association, Inc., a Florida nonprofit corporation, hereinafter referred to as the Lessee, the sovereign lands described as follows:

A parcel of sovereign submerged land in Section 12,  
Township 41 South, Range 12 East, in Lemon Bay,  
Charlotte County, containing 1.821 square feet, more or less,  
as is more particularly described and shown on Attachment A,  
dated November 8, 2004.

TO HAVE THE USE OF the heretofore described premises for a period of 1 years from December 23, 2004, the effective date of this lease. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to construct and operate a 7-tile boat docking facility exclusively to be used for mooring of recreational vessels in conjunction with an upland private multi-family residential development, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria, and without liveboards as defined in paragraph 29, as shown and conditioned in Attachment A, and the Southwest Florida Water Management District Consolidated Environmental Resource Permit No. 44025135.001, dated December 23, 2004, incorporated herein and made a part of this lease by reference. The construction of the structures described in Attachment A shall be completed within the initial term hereof or within the first 5 years of the initial term if the initial term is for a period greater than 5 years. The failure to complete the construction of all authorized structures within this time period shall constitute a material breach of the lease causing the lease to automatically terminate upon the expiration of the initial term or 5 years, whichever is sooner, without any right of renewal. All of the foregoing subject to the remaining conditions of this Lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$476.56 and 25 percent surcharge, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of the lease shall be adjusted pursuant to provisions of Section 18-21.011, Florida Administrative Code. The Division of State Lands will notify the Lessee in writing of the amount and the due date of the annual payment. The lease fee shall be remitted annually to the Division of State Lands as the agent for the Lessor, beginning with the effective and due date of this lease, and each year thereafter until the term of this lease terminates or expires.

3. **WET SLIP RENTAL CERTIFICATIONS/SUPPLEMENTAL PAYMENT:** (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(26), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the leased docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder.

4. **LATE FEE ASSESSMENTS:** The Lessee shall pay a late charge equal to interest at the rate of twelve percent (12%) per annum from the due date until paid on any lease fees due hereunder which are not paid within 30 days of their due date.

5. **EXAMINATION OF LESSEE'S RECORDS:** For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. **MAINTENANCE OF LESSEE'S RECORDS:** The Lessee shall secure, maintain, and keep all records for the entire term of this lease, plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease payment verification purposes by the Lessor.

7. **AGREEMENT TO EXTENT OF USE:** This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the Southwest Florida Water Management District, Consolidated Environmental Resource Permit. The Lessee shall not change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of waterlips, from rental of waterlips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of waterlips, etc.), shall not change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit, or shall not change the type of use of the riparian uplands without first obtaining a regulatory permit/modified permit, if applicable, and the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. **PROPERTY RIGHTS:** The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. **INTEREST IN RIPARIAN UPLAND PROPERTY:** During the term of this lease, the Lessee shall maintain a leasehold or fee simple title interest in the riparian upland property and if such interest is terminated, the lease may be terminated at the option of the Lessor. Prior to sale and/or termination of the Lessee's leasehold or fee simple title interest in the upland property, Lessee shall inform any potential buyer or transferee of the Lessee's upland property interest of the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

11. **INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS:** The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. **VENUE:** Lessee waives venue as to any litigation arising from matters relating to this lease and any such litigation between Lessor and Lessee shall be initiated and maintained only in Leon County, Florida.

13. **NOTICES/COMPLIANCE/TERMINATION:** The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein, or fails or refuses to comply with the provisions and conditions herein set forth within 20 days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All costs and attorneys' fees incurred by the Lessor to enforce the provisions of this lease shall be paid by the Lessee. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Sunrise Pointe Condominium Association, Inc.  
Attn: Ms. Darcy Gunnell  
150 West C Street, Suite 1000  
San Diego, CA 92101

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

14. **TAXES AND ASSESSMENTS:** The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

15. **NUISANCES OR ILLEGAL OPERATIONS:** The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

16. **MAINTENANCE OF FACILITY/RIGHT TO INSPECT:** The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

17. **NON-DISCRIMINATION:** The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area. During the lease term, the Lessee shall post and maintain the placard furnished to the Lessee by the Lessor in a prominent and visible location on the leased premises or adjacent business office of the Lessee. It shall be the responsibility of the Lessee to post the placard in a manner which will provide protection from the elements, and, in the event that said placard becomes illegible at any time during the term of this lease (including any extensions thereof), to notify the Lessor in writing, so that a replacement may be provided.

18. **ENFORCEMENT OF PROVISIONS:** No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

19. **PERMISSION GRANTED:** Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

**20. RENEWAL PROVISIONS:** Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that Lessee is in full compliance with the terms of this lease, the Lessee may apply in writing for a renewal. Such application for renewal must be received by Lessor no sooner than 120 days and no later than 30 days prior to the expiration date of the original or current term hereof. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. If the Lessee fails to timely apply for a renewal, or in the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. This obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon all common property described in that certain Declaration of Condominium recorded in Official Records Book 02718, page 1575, public records of Charlotte County, Florida.

**21. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES:** If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 13 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

**22. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY:** Any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the interest of the Lessee in its riparian upland property enforceable in summary proceedings as provided by law.

**23. RECORDATION OF LEASE:** The Lessee, at its own expense, shall record this fully executed lease in its entirety in the public records of the county within which the lease site is located within fourteen (14) days after receipt, and shall provide to the Lessor within ten (10) days following the recordation a copy of the recorded lease in its entirety which contains the O.R. Book and pages at which the lease is recorded.

**24. RIPARIAN RIGHTS/FINAL ADJUDICATION:** In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

**25. AMENDMENTS/MODIFICATIONS:** This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

**26. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS:** No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased area. No restaurant or dining activities are to occur within the leased area. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, piling or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

**27. ACOE AUTHORIZATION:** Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (ACOE) permit if it is required by the ACOE. Any modifications to the construction and/or activities authorized herein that may be required by the ACOE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

**28. COMPLIANCE WITH FLORIDA LAWS:** On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

**29. LIVEBOARDS:** The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

**30. GAMBLING VESSELS:** During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when those vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

**31. SPECIAL LEASE CONDITION:** The Lessee shall amend the Declaration of Condominium documents to include a specific reference to Sovereignty Submerged Lands Lease No. 080035275 by December 28, 2009 and shall provide the Lessor a copy of the recorded, modified document evidencing this specific reference.

WITNESSES:  
Kathy C. Griffin  
 Original Signature  
Kathy C. Griffin  
 Print/Type Name of Witness  
[Signature]  
 Original Signature  
Brent Branning  
 Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL  
 IMPROVEMENT TRUST FUND OF THE STATE  
 OF FLORIDA  
 BY: [Signature]  
 Jeffrey M. Gearty, Operations and Management Consultant,  
 Manager, Bureau of Public Land Administration, Division of State  
 Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of  
 the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 27th day of February, 2008 by Jeffrey M. Gearty, Operations and Management Consultant, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED AS TO FORM AND LEGALITY:  
[Signature]  
 DEP Attorney

Kathy C. Griffin  
 Notary Public, State of Florida  
Kathy C. Griffin  
 Printed, Typed or Stamped Name

My Commission Expires: Kathy C. Griffin  
 My Commission # 0026307  
 Expires October 30, 2007  
 Commission/Serial No. \_\_\_\_\_

WITNESSES:  
[Signature]  
 Original Signature  
Michael K Marks  
 Typed/Printed Name of Witness  
[Signature]  
 Original Signature  
Lisa Holyfield  
 Typed/Printed Name of Witness

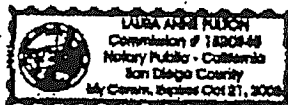
Sunrise Points Condominium Association, Inc.,  
 a Florida nonprofit corporation (SEAL)  
 BY: [Signature]  
 Original Signature of Executing Authority  
Jim Tyler  
 Typed/Printed Name of Executing Authority  
Vice President  
 Title of Executing Authority (Corp Seal)

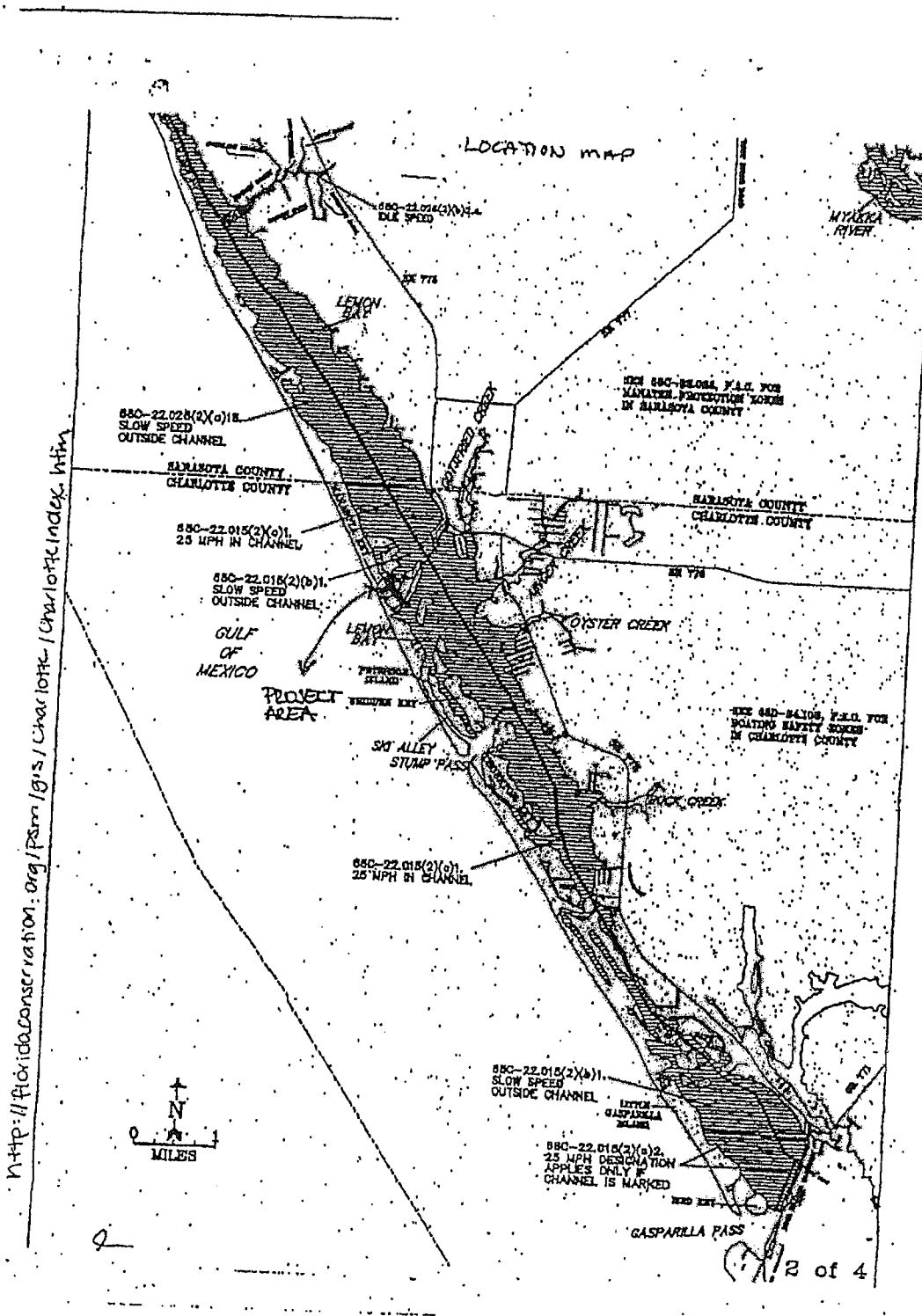
"LESSEE"

STATE OF California  
COUNTY OF San Diego

The foregoing instrument was acknowledged before me this 17th day of February, 2008 by Jim Tyler as Vice President of Sunrise Points Condominium Association, Inc., a Florida nonprofit corporation, for and on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_ as identification.

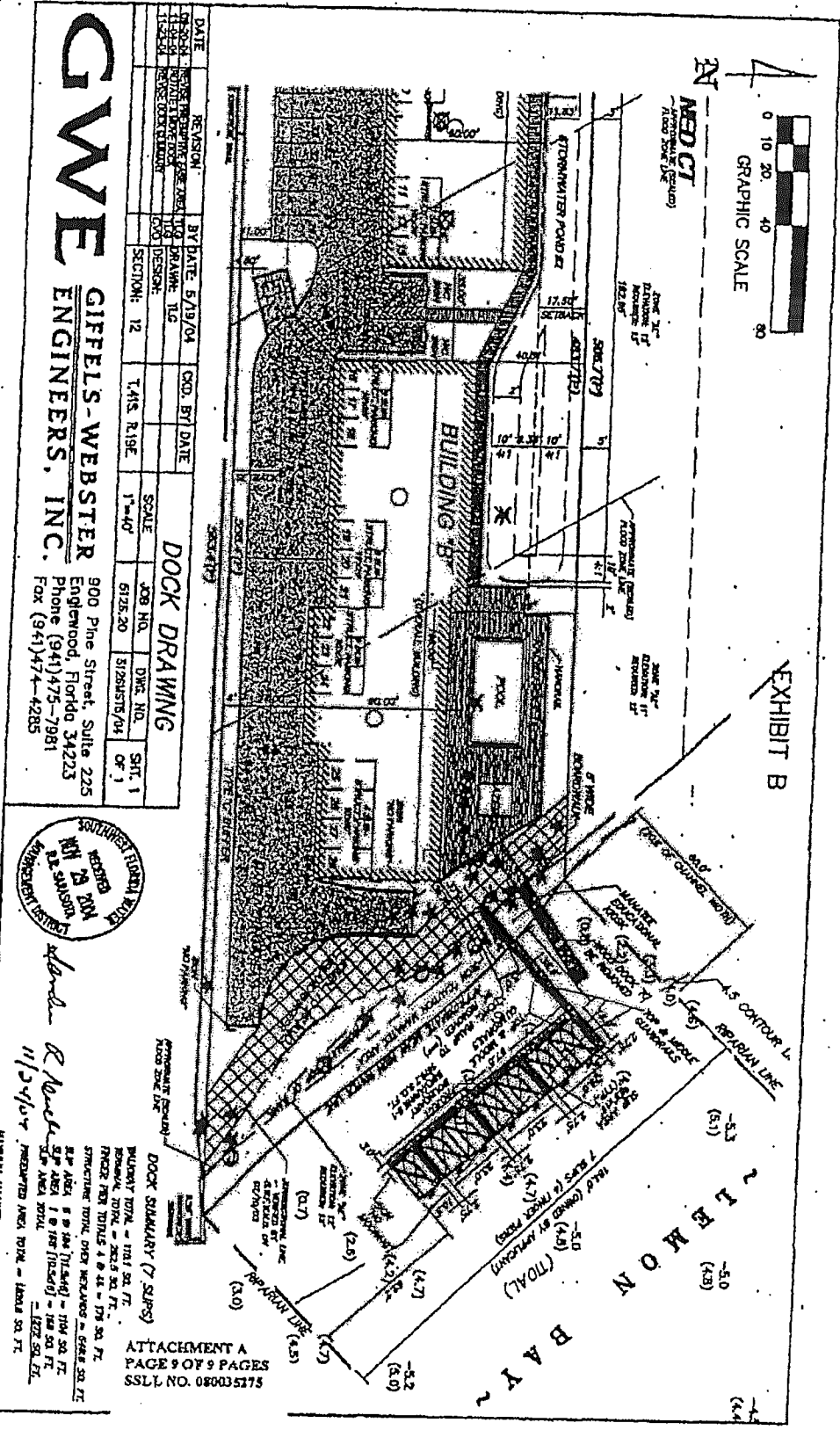
My Commission Expires: [Signature]  
 Notary Signature  
 Notary Public, State of California  
Laura Anne Fulton  
 Printed, Typed or Stamped Name











CERTIFIED: A TRUE COPY OF THE ORIGINAL  
BY *[Signature]*  
BARBARA T. SCOTT, CLERK  
DEPUTY CLERK



BARBARA T. SCOTT, CLERK OF THE CIRCUIT COURT  
 CHARLOTTE COUNTY, FLORIDA  
 Recording \$ 51.00 Cert \$ \_\_\_\_\_  
 Doc Stamp \$ \_\_\_\_\_ Copies \$ \_\_\_\_\_  
 Int Tax \$ \_\_\_\_\_ Notary \$ \_\_\_\_\_  
 Penalty \$ \_\_\_\_\_ Interest \$ \_\_\_\_\_  
 Name Index \$ \_\_\_\_\_ Search \$ \_\_\_\_\_  
 Clerks Fee \$ \_\_\_\_\_ Plats \$ \_\_\_\_\_  
 Assumption Doc \$ \_\_\_\_\_ Misc \$ \_\_\_\_\_  
 Tax Deeds \$ \_\_\_\_\_  
 Record Verified: Jean Jones, D.C.

★ Hubert J. Steenbakkers  
 306 S. Polk Drive  
 Sarasota, Fl. 34236

**EASEMENT AGREEMENT**

This Easement Agreement is made this 1st day of MAY, 1992, by and between HUBERT J. STEENBAKKERS, a single man (hereinafter referred to as "Steenbakkers"); GULF REALTY INVESTMENTS & DEVELOPMENT, INC., a Florida Corporation (hereinafter referred to as "Gulf Realty") and ENGLEWOOD BEACH CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation (hereinafter referred to as "Association").

**WITNESSETH:**

WHEREAS, Association is the fee simple owner of the parcel of real property located in Charlotte County, Florida, as more particularly described in Exhibit "A" annexed hereto and referred to herein as "Parcel A"; and

WHEREAS, Steenbakkers is the fee simple owner of a parcel of real property located in Charlotte County, Florida, as more particularly described in Exhibit "B" annexed hereto and referred to herein as "Parcel B"; and

WHEREAS, Gulf Realty is the fee simple owner of the parcel of real property located in Charlotte County, Florida, as more particularly described in Exhibit "C" annexed hereto and referred to herein as "Parcel C"; and

WHEREAS, there presently is a wall which is partially located on Parcel B as more particularly described in Exhibit "D" annexed hereto and referred to herein as Tract "A", and the remaining portion of said wall is located on Parcel A as more

REC'D MAY 19 1992

Barbara T. Scott, Clerk of the Circuit Court - Charlotte County  
 File Number: 168207 OR BOOK 1218 PAGE 0036  
 Recorded: 05-19-92 02:08 P.M.

1992

MAY 19

particularly described in Exhibit "E" annexed hereto and referred to herein as Tract "B", which are collectively referred to herein as the "Wall"; and

WHEREAS, the parties acknowledge that the Wall is located partially on Parcel A and partially on Parcel B and wish to define the rights and responsibilities with regard to the Wall and further grant reciprocal easements for the use and maintenance of the Wall.

NOW THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree and declare as follows:

1. From and after the date hereof, the owners of Parcel A, their successors, assigns, lessees, licensees and invitees shall have, and are hereby granted by Steenbakkers an exclusive, unrestricted, perpetual easement appurtenant to Parcel A, for that portion of Parcel B lying between Parcel A and the centerline of the Wall presently located in the property described in Exhibit "D" annexed hereto (referred to herein as Tract "A") for the exclusive use and maintenance by the Association, its successors, assigns, lessees, licensees or invitees (hereinafter referred to as the "Association Easement Area").

2. From and after the date hereof, the owners of Parcel C, their successors, assigns, lessees, licensees and invitees shall have, and are hereby granted by Association an exclusive, unrestricted, perpetual easement appurtenant to Parcel C, for that portion of Parcel A lying between Parcel C and the centerline of

MAY 19 1994

OR BOOK 1218 PAGE 0037

the Wall presently located on the property described in Exhibit "E" annexed hereto (referred to herein as Tract "B") for the exclusive use and maintenance by Gulf Realty, its successors, assigns, lessees, licensees or invitees (hereinafter referred to as the "Gulf Realty Easement Area").

3. From and after the date hereof, the Association shall be responsible for maintaining, repairing and replacing and painting that portion of the Wall which is facing and located on the Parcel A side of the Wall up to and including the centerline of the Wall. In addition, the Association shall maintain, at its own expense, the lawn and grounds located within the Association Easement Area. The Association shall maintain liability and casualty insurance on that portion of the Wall which it is responsible for maintaining with an insurance company authorized to do business within the State of Florida in reasonable amounts.

4. From and after the date hereof, Gulf Realty and Steenbakkens shall be jointly responsible for maintaining, repairing and replacing and painting that portion of the Wall which is facing and located on the Parcel B and Parcel C side of the Wall up to and including the centerline of the Wall. In addition, Gulf Realty shall maintain, at its own expense, the lawn and grounds located within the Gulf Realty Easement area. Steenbakkens and Gulf Realty shall maintain liability and casualty insurance on that portion of the Wall which it is responsible for maintaining with an insurance company authorized to do business within the State of Florida in reasonable amounts.

1992

MAY 19

5. During the term of this Easement Agreement, the owners of Parcel A, Parcel B or Parcel C, their successors and assigns, shall have the right, at their expense, to improve and add height to the Wall without the need for consent from the Association, Hubert J. Steenbakkens or Gulf Realty provided said Wall does not exceed six feet in height and further provided that any increase in the height is made to Wall as a whole. During the term of this Agreement the Wall shall be kept painted in a white or off-white color unless otherwise agreed to in writing by all parties hereto, or their successors or assigns.

6. During the term of this Agreement, the parties shall not construct any structures on the easement areas described in Exhibit "D" and "E" with the exception of the maintenance of the Wall and the installation and maintenance of landscaping which said landscaping may be done at the sole discretion of the party receiving such easement.

7. In the event of a breach of this Agreement, the breaching party shall be responsible for all court costs and attorney's fees incurred as a result of said breach at all trial and appellate levels.

8. The easements created by this Easement Agreement shall inure to the benefit of and be binding upon the owners, their heirs, personal representatives, successors and assigns of the undersigned, and upon any person acquiring any portion of said parcels, or any interest therein, whether by operation of law or otherwise. Each easement contained herein shall be a burden upon

OR BOOK 1218 PAGE 0039

1992

MAY 19

1992

MAY 19

OR BOOK 1218 PAGE 0040

all parcels, shall be appurtenant to and for the benefit of the other parcel and each part thereof and shall run with the land. Each of the owners of Parcel B and Parcel C shall be proportionately responsible for the maintenance obligations set forth above as and when same become due. If any such maintenance is required on any portion of the Wall which may be the responsibility of the owners of Parcel B, then and in that event each of the owners of Parcel B shall share the cost of same in direct proportion to the number of lineal feet of the Wall which is located on the property in relation to the total lineal feet of the Wall.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

Witnesses:  
*Amy M. Reeves*  
 Name: AMY M. REEVES  
 Name: J. H. A. ROON

*Hubert J. Steenbakkers*  
 HUBERT J. STEENBAKKERS

ENGLEWOOD BEACH CONDOMINIUM ASSOCIATION, INC. a Florida not for profit corporation

*Amy M. Reeves*  
 Name: AMY M. REEVES  
 Name: J. H. A. ROON

BY: *Frank B. M... ..*  
 Its: PRESIDENT

GULF REALTY INVESTMENTS & DEVELOPMENT, INC., a Florida Corporation

*Amy M. Reeves*  
 Name: AMY M. REEVES  
 Name: J. H. A. ROON

BY: *Hubert J. Steenbakkers*  
 Hubert J. Steenbakkers  
 Its: President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this  
24 day of MARCH, 1992, by HUBERT J. STEENBAKERS, a  
single man, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not)  
take an oath.

Name: \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this  
24 day of MARCH, 1992, by FRANK MURRAY, President of  
ENGLEWOOD BEACH CONDOMINIUM ASSOCIATION, INC., a Florida not for  
profit corporation, on behalf of the corporation. He/she is  
personally known to me or has produced FLORIDA REALTY ASSOCIATION  
as identification and who did (did not) take an oath.

Name: Harley M. Keene  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this  
24 day of MARCH, 1992, by HUBERT J. STEENBAKERS, as  
President of GULF REALTY INVESTMENTS & DEVELOPMENT, INC. a Florida  
corporation, on behalf of the corporation. He/she is personally  
known to me or has produced \_\_\_\_\_ as  
identification and who did (did not) take an oath.

Name: Harley M. Keene  
Notary Public

My Commission Expires: \_\_\_\_\_

This Instrument Prepared by:  
Sam D. Norton, Esq.  
Norton & Gurley, P.A.  
1819 Main Street, Suite 610  
Sarasota, Florida 34236  
c:\7\6\seasement.agr

MAY 19 1992

OR BOOK 1218 PAGE 0041

EXHIBIT "A"

The common elements and common areas of Englewood Beach Condominium as recorded in Condominium Book 1, Pages 4A through 4D of the Public Records of Charlotte County, Florida.

c:\7\6\legals

MAY 19 1992

OR BOOK 1218 PAGE 0042



EXHIBIT "B"

Lots 1, 2, 3, 4 and Tract A of JACOB SUBDIVISION, as recorded in Plat Book 17, Page 11A through 11C of the Public Records of Charlotte County, Florida.

MAY 19 1992

OR BOOK 1218 PAGE 0043

EXHIBIT "C"

Lot 10 in R. CLARENCE BROWN'S SUBDIVISION of the North 277.2 feet of Government Lot 2, Section 12, Township 41 South, Range 19 East, together with any and all riparian rights upon Lemon Bay, as per plat thereof as recorded in Plat Book 2, Page 53, of the Public Records of Charlotte County, Florida.

MAY 19 1992

OR BOOK 1218 PAGE 0044

EXHIBIT "D"

Tract A of JACOB SUBDIVISION as recorded in Plat Book 17,  
Pages 11A through 11C of the Public Records of Charlotte  
County, Florida.

MAY 19 1992

OR BOOK 1218 PAGE 0045

EXHIBIT "E"

A parcel of land situated in Section 12, Township 41 South, Range 19 East, Charlotte County, Florida, being a part of the Englewood Beach Condominium, recorded in Condominium Book 1, Pages 36A and 36B of the Public Records of Charlotte County, Florida, being more particularly described as follows: Beginning at the Northwest corner of said Englewood Beach Condominium run along the northerly line of said condominium N89°56'21"E, 451.97 feet; thence S82°07'38" W, 29.29 feet to a point in the centerline of an 8 inch concrete block wall; thence along said centerline N89°49'48"W, 421.82 feet to the westerly line of said Englewood Beach Condominium; thence along the westerly line N26°33'03"W, 2.55 feet to the Point of Beginning.

MAY 19 1992

OR BOOK 1218 PAGE 0046

Work Request No. 1966619

Sec. 12, Twp 41 S, Rge 19 E

Parcel I.D. \_\_\_\_\_  
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

### EASEMENT

This Instrument Prepared By

Name: Daniel Sonnenberg  
Co. Name: Florida Power & Light Company  
Address: 2245 Murphy Ct  
North Port, FL 34289

pg 1 of 2

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

Reserved for Circuit Court

*SEE EXHIBIT "A" ATTACHED*

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on March 6, 2006

Signed, sealed and delivered in the presence of:

Chris Brock  
(Witness Signature)

Print Name: Chris A Brock  
(Witness)

Tiffany N. Turner  
(Witness Signature)

Print Name: Tiffany N. Turner  
(Witness)

Lemon Bay Horizons, LLC  
(Corporate's name)

By: Michael K Marks  
Senior Vice President's signature

Print Name: Michael K Marks

Print Address: 550 West C Street, Suite 1000  
San Diego, CA 92101

Attest: Louis Alonso  
Assistant Secretary's signature

Print Name: Louis Alonso

Print Address: 550 West C Street, Suite 1000  
San Diego, CA 92101

(Corporate Seal)



STATE OF California AND COUNTY OF San Diego. The foregoing instrument was acknowledged before me this 6 day of March, 2006, by Michael K Marks, and Louis Alonso respectively the Senior Vice President and Assistant Secretary of Lemon Bay Horizons, a Limited liability corporation, on behalf of said corporation, who are personally known to me or have produced \_\_\_\_\_ as identification, and who did ~~(did not)~~ take an oath.  
(Type of Identification)

My Commission Expires:

Laura Anne Fulton  
Notary Public, Signature

Print Name Laura Anne Fulton

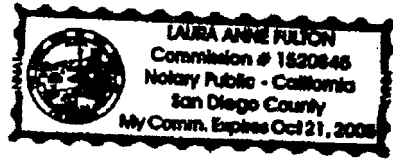


EXHIBIT 'A'



ABBREVIATION LEGEND

- R/W = RIGHT-OF-WAY
- R.P.B. = ROAD PLAT BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- P.O.T. = POINT OF TERMINUS
- C/A = CENTERLINE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.O.T. = POINT OF TERMINUS
- O.R.I. = OFFICIAL RECORDS INSTRUMENT
- B.B. = BEARING BASIS
- P.I.D. = PROPERTY IDENTIFICATION
- N.T.S. = NOT TO SCALE
- NO. = NUMBER

LIVE OAK LANDINGS  
PHASE 1 UNIT 1  
CONDO BOOK 10, PAGE 76

LOT 8

SUNRISE POINTE CONDOMINIUMS  
LOT 9

LOT 10

LEMON BAY  
(TIDAL)

BEACH ROAD  
34' AND 30' WIDE

CENTERLINE OF 10 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT

P.O.B.  
P.O.C.  
SOUTHWEST CORNER OF LOT 10

LOT 4  
JACOB SUBDIVISION  
PLAT BOOK 17, PAGES 11A-11C

ENGLEWOOD BEACH CONDOMINIUM  
CONDO BOOK 1, PAGES 4A-4D & 7

SKETCH & DESCRIPTION OF:

A TEN FEET (10') WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT OVER, UNDER & ACROSS A PORTION OF LOT 10, R. CLARENCE BROWN'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 53, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; ALSO KNOWN AS SUNRISE POINTE CONDOMINIUMS PER DECLARATION OF CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 2718, PAGE 1575, OF SAID PUBLIC RECORDS; SAID EASEMENT LYING FIVE (5) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 10, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BEACH ROAD, A PUBLIC RIGHT-OF-WAY (WIDTH VARIES); THENCE ALONG SAID RIGHT-OF-WAY LINE, N.29°10'28"W., 5.72 FEET, FOR A POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N.89°53'43"E., PARALLEL WITH THE SOUTHERLY LOT LINE OF SAID LOT 10, A DISTANCE OF 94.99 FEET, TO POINT "A" (LABELED FOR CONVENIENCE); THENCE N.00°06'17"W., 20.06 FEET TO A POINT OF TERMINUS; THENCE RETURNING TO AFFORMENTIONED POINT "A", CONTINUE N.89°53'43"E., 104.05 FEET; THENCE N.00°06'17"W., 19.52 FEET, TO THE FINAL POINT OF TERMINUS.

THE SOUTHERLY LINE OF SAID EASEMENT IS CONCURRENT WITH THE SOUTHERLY LINE OF SAID LOT 10. SAID EASEMENT CONTAINS 2,336 SQUARE FEET, MORE OR LESS.

LINE	BEARING	DISTANCE
L1	N 29°10'28" W	5.72'
L2	N 89°53'43" E	94.99'
L3	N 00°06'17" W	20.06'
L4	N 89°53'43" E	104.05'
L5	N 00°06'17" W	19.52'

Strayer Surveying & Mapping, Inc.



7635 Granddix Boulevard  
Port Charlotte, Florida 33953  
(941) 624-4900  
(941) 497-4186  
335 Tamiami Trail  
Port Charlotte, Florida 33953  
(941) 624-4900  
Fax (941) 624-3471

email address - strayerurveymap@comcast.net

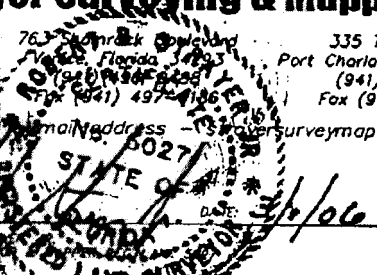
NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT-OF-WAY OF BEACH ROAD, HAVING A MEASURED BEARING OF N.29°10'28"W.

THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.

PREPARED FOR: FLORIDA POWER & LIGHT COMPANY

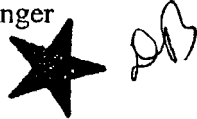
ALBERT B. STRAYER FLORIDA SURVEYOR "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"	DRAWN	T.D.	DATE	3/01/06	SCALE	1:50
	2,336 SQUARE FEET±	CHECKED	R.B.S.	DATE	3/01/06	FILE NO.



BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY  
OR BOOK 2935, PGS 44-49 6 pg(s)  
INSTR # 1532185  
Doc Type D, Recorded 03/28/2006 at 02:45 PM  
Deed Doc: \$0.70 Rec. Fee: \$52.50  
Cashiered By: VICKIC Doc. #:1

This instrument prepared by:  
Department of Environmental Protection  
3900 Commonwealth Boulevard  
Mail Station 125  
Tallahassee, FL 32399

Record & Return to:  
LandAmerica - Cecile Emminger  
8928 Brittany Way  
Tampa, FL 33619  
File # A-5032



**PROPRIETARY DEED OF CONSERVATION EASEMENT**

THIS PROPRIETARY DEED OF CONSERVATION EASEMENT is given this 14<sup>th</sup> day of March, 2006, by Lemon Bay Horizons, LLC, a Florida limited liability company with offices at 550 West C Street, 10<sup>th</sup> Floor, San Diego, CA 92101 ("Grantor") to the State of Florida, Board of Trustees of the Internal Improvement Trust Fund with offices at 3900 Commonwealth Boulevard, Tallahassee, FL 32399 ("Grantee").

WINESETH:

WHEREAS, the Grantor is the owner of certain lands situated in Charlotte County, Florida, hereinafter referred to as the "Property" more specifically described as Exhibit "A" attached hereto and incorporated herein by reference;

WHEREAS, the Grantor desires to construct a dock or other facility which will preempt sovereignty submerged lands riparian to the Property and construction of said facility is contingent upon consent by the Grantee; and

WHEREAS, the Grantor, in consideration of the consent of the Grantee, is agreeable to and desirous of granting and securing the enforcement of a perpetual conservation easement as defined in Section 704.06, Florida Statutes, over the property;

NOW THEREFORE, in consideration of the issuance of said consent to construct said dock or other facility, the design of which is attached hereto as Exhibit "B" and incorporated herein by reference, Grantor hereby grants, creates, and establishes a perpetual conservation easement upon the Property described in Exhibit "A", which shall run with the land and be binding upon the Grantor, its heirs, successors and assigns, and remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of the conservation easement to ensure that no structures for water dependent activities shall be constructed, placed, or maintained on the Property of the adjacent submerged lands other than as depicted in Exhibit "B". The term "water dependent activities" shall mean those activities which can only be constructed on, in, over or adjacent to water areas because the activity requires direct access to the water body or sovereignty lands for transportation, recreation, energy productions or transmission, or source of water, and where the use of the water or sovereignty lands is an integral part of the activity. To carry out this purpose, the following rights are conveyed to Grantee by this easement:

(a) to enter upon the Property at reasonable times to enforce the rights herein granted upon prior notice to Grantor, its heirs, successors, or assigns at the time of such entry; and

(b) to enjoin any activity on or use of the Property that is inconsistent with the purpose of this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. Grantor reserves to itself, its heirs, successors, or assigns all rights as owner of the Property including the right to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this conservation easement.

3. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

4. Grantor agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property and does hereby indemnify and hold Grantee harmless therefrom.

5. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Property.

6. Grantor intends that any cost incurred by Grantee in enforcing, judicially or otherwise, the terms and restrictions of this conservation easement against Grantor, its heirs, successors, personal representatives, or assigns, including, without limitation, costs of suit, attorneys' fees, and any costs of restoration necessitated by the violation of the terms of this conservation easement by Grantor, its heirs, successors, personal representatives, or assigns, be borne by and recoverable against Grantor, its heirs, successors, personal representatives, or assigns.

7. Grantor intends that enforcement of the terms and provisions of the conservation easement shall be at the discretion of Grantee and that any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, its heirs, successors, personal representatives, or assigns shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of a subsequent breach.

8. Grantee agrees that it will hold this conservation easement exclusively for conservation purposes and that it will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding this conservation easement exclusively for conservation purposes.

9. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.



10. All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

11. Grantor agrees that the terms, conditions, restrictions, and purposes of this conservation easement will be included in any subsequent deed or other legal instrument by which the Grantor divests itself of any interest in the Property.

12. This conservation easement shall convey to the Grantee all riparian rights associated with the Property other than as may be necessary to maintain the facility shown in Exhibit B.

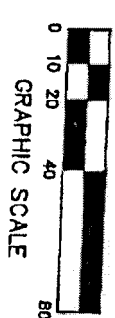
13. This conservation easement may be amended, altered, released, or revoked only by written agreement between the parties hereto.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. The covenants, terms, conditions, and purposes imposed by this conservation easement shall be binding not only upon Grantor but also on its agents, personal representatives, heirs, assigns, and all other successors to it in interest and shall continue as a servitude running in perpetuity with the Property.

(this space intentionally left blank)

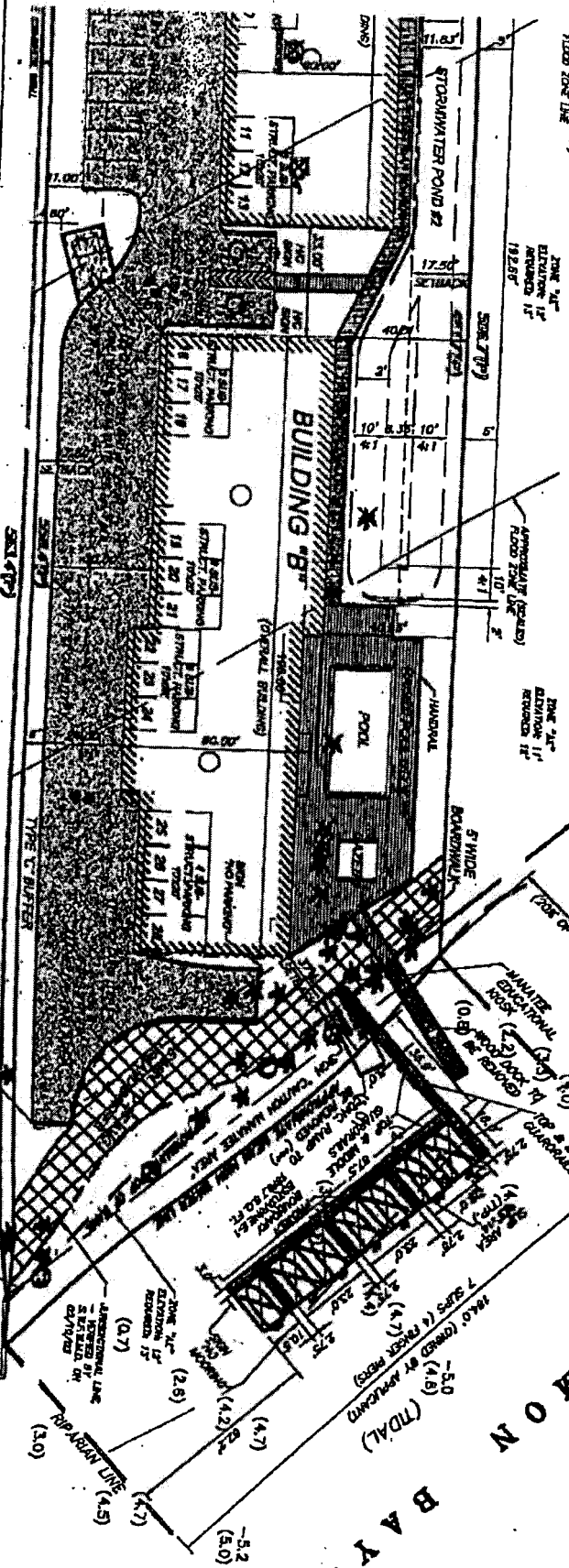






**ME DCT**  
 FLOOD ZONE (REVISED)  
 FLOOD ZONE LINE

**EXHIBIT B**



DATE	REVISION	BY DATE	CHK. BY DATE
11/23/04	REVISED PER COMMENTS FROM AIA	TJD	
11/23/04	REVISED PER COMMENTS FROM AIA	TJD	
11/23/04	REVISED PER COMMENTS FROM AIA	TJD	
11/23/04	REVISED PER COMMENTS FROM AIA	TJD	

SECTION	SCALE	JOB NO.	DWG. NO.	SHT. 1 OF 1
SECTION: 12	SCALE: 1"=40'	5126.00	5126A515/04	

BY DATE	DRAN:	TJD
5/19/04	DESIGN:	TJD

**GWE**  
**ENGINEERS, INC.**

**GIFFELS-WEBSTER**  
**ENGINEERS, INC.**

900 Pine Street, Suite 225  
 Englewood, Florida 34223  
 Phone (941) 475-7981  
 Fax (941) 474-4285



*11/23/04*  
*11/23/04*  
*11/23/04*

**DOCK SUMMARY (7 SLPs)**  
 BUILDING TOTAL = 1101 SQ. FT.  
 REMAINING TOTAL = 5825 SQ. FT.  
 FLOORS FROM TOTALS = 0.44 - 17% SQ. FT.  
 STRUCTURE TOTAL OVER WETLANDS = 5416 SQ. FT.  
 216 AREA 0.07184 (11.41%) = 1104 SQ. FT.  
 216 AREA 1.01182 (14.54%) = 1104 SQ. FT.  
 216 AREA TOTAL = 2208 SQ. FT.  
 RECONSTRUCTED AREA TOTAL = 1820.6 SQ. FT.  
 APPROXIMATE WETLANDS = 1840 SQ. FT.

**LEMON BAY**

*Handwritten initials*

Work Request No. 1966619

Sec. 12, Twp 41 S, Rge 19 E

Parcel I.D. \_\_\_\_\_  
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 7/94

**EASEMENT**

This Instrument Prepared By

Name: Daniel Sonnenberg  
Co. Name: Florida Power & Light Company  
Address: 2245 Murphy Ct  
North Port, FL 34289

pg 1 of 2.

BARBARA T. SCOTT, CLERK, CHARLOTTE COUNTY  
OR BOOK 2927, PGS 2088-2089 2 pg(s)  
INSTR # 1528028  
Doc Type EAS, Recorded 03/17/2006 at 09:54 AM  
Deed Doc \$0.70 Rec Fee \$18.50  
Cashiered By: VICTORIAB Doc #1

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

Reserved for Circuit Court

*SEE EXHIBIT "A" ATTACHED - CORRECTED EASEMENT* *LEGAL*

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on March 6, 2006

Signed, sealed and delivered in the presence of:

*Chris A. Brock*  
(Witness Signature)  
Print Name: Chris A. Brock  
(Witness)

*Tiffany N. Turner*  
(Witness Signature)  
Print Name: Tiffany N. Turner  
(Witness)

*Lemon Bay Horizons, LLC*  
(Corporate's name)

By: *Michael K Marks*  
Senior Vice President's signature)  
Print Name: Michael K Marks

Print Address: 550 West C Street, Suite 1000  
San Diego, CA 92101

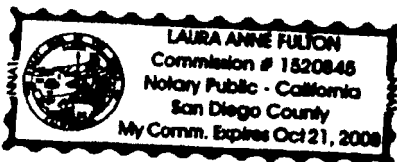
Attest: *Louis Alonso*  
Assistant Secretary's signature)  
Print Name: Louis Alonso

Print Address: 550 West C Street, Suite 1000  
San Diego, CA 92101  
(Corporate Seal)

STATE OF California AND COUNTY OF San Diego. The foregoing instrument was acknowledged before me this 6 day of March, 2006, by Michael K Marks, and Louis Alonso respectively the Senior Vice President and Assistant Secretary of Lemon Bay Horizons, a limited liability corporation, on behalf of said corporation, who are personally known to me or have produced \_\_\_\_\_ as identification, and who did ~~(did not)~~ take an oath. (Type of Identification)

My Commission Expires:

*Laura Anne Fulion*  
Notary Public Signature  
Print Name Laura Anne Fulion



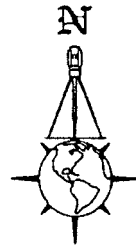
*Melloy + Kinsey*  
*3912 Clark Rd # 144*  
*San Diego, CA 92131* ★

*2*

**ABBREVIATION LEGEND**

R/W = RIGHT-OF-WAY  
 R.P.B. = ROAD PLAT BOOK  
 P.B. = PLAT BOOK  
 PG. = PAGE  
 SEC. = SECTION  
 TWP. = TOWNSHIP  
 RNG. = RANGE  
 P.O.T. = POINT OF TERMINUS  
 C/L = CENTERLINE  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT  
 P.O.T. = POINT OF TERMINUS  
 O.R.I. = OFFICIAL RECORDS INSTRUMENT  
 B.B. = BEARING BASIS  
 P.I.D. = PROPERTY IDENTIFICATION  
 N.T.S. = NOT TO SCALE  
 NO. = NUMBER

**EXHIBIT 'A'**



LIVE OAK LANDINGS  
 PHASE 1 UNIT 1  
 CONDO BOOK 10, PAGE 76

LOT 8

SUNRISE POINTE CONDOMINIUMS  
 LOT 9

LOT 10

LEMON BAY  
 (TIDAL)

BEACH ROAD  
 (WIDTH VARIES)  
 EASTERLY R/W

CENTERLINE OF 10 FOOT FLORIDA POWER  
 AND LIGHT COMPANY EASEMENT

P.O.B.  
 P.O.C.  
 SOUTHWEST CORNER  
 OF LOT 10

LOT 4  
 JACOB SUBDIVISION  
 PLAT BOOK 17, PAGES 11A-11C

ENGLEWOOD BEACH  
 CONDOMINIUM  
 CONDO BOOK 1, PAGES 4A-4D & 7

**SKETCH & DESCRIPTION OF:**

A TEN FEET (10') WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT OVER, UNDER & ACROSS A PORTION OF LOT 10, R. CLARENCE BROWN'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 53, OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; ALSO KNOWN AS SUNRISE POINTE CONDOMINIUMS PER DECLARATION OF CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 2718, PAGE 1575, OF SAID PUBLIC RECORDS; SAID EASEMENT LYING FIVE (5) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 10, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF BEACH ROAD, A PUBLIC RIGHT-OF-WAY (WIDTH VARIES); THENCE ALONG SAID RIGHT-OF-WAY LINE, N.29°10'28"W., 5.72 FEET, FOR A POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N.89°53'43"E., PARALLEL WITH THE SOUTHERLY LOT LINE OF SAID LOT 10, A DISTANCE OF 94.99 FEET; THENCE N.00°06'17"W., 15.06 FEET; THENCE N.89°53'43"E., 109.05 FEET, TO THE POINT OF TERMINUS.

SAID EASEMENT CONTAINS 2,191 SQUARE FEET, MORE OR LESS.

LINE	BEARING	DISTANCE
L1	N 29°10'28" W	5.72'
L2	N 89°53'43" E	94.99'
L3	N 00°06'17" W	15.06'
L4	N 89°53'43" E	109.05'

**Strayer Surveying & Mapping, Inc.**



763 Shadmire Boulevard  
 Venice, Florida 34293  
 (941) 497-1949  
 Fax (941) 497-6186  
 335 Tamiami Trail  
 Rprt Charlotte, Florida 33953  
 (941) 624-4900  
 Fax (941) 624-3471  
 e-mail address: strayersurveyingmap@comcast.net

**NOTES:**

BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT-OF-WAY OF BEACH ROAD, HAVING A MEASURED BEARING OF N.29°10'28"W.  
 THE SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.

STATE OF FLORIDA  
 No. 507  
 DATE: 6/7/06  
 ROBERT B. STRAYER, JR.  
 FLORIDA SURVEYOR & MAPPER REG'N NO. 6027

PREPARED FOR: FLORIDA POWER & LIGHT COMPANY

REVISED 6/05/06 - TD

2,191 SQUARE FEET±	DRAWN	T.D.	DATE	3/01/06	SCALE	1.50
	CHECKED	R.B.S.	DATE	3/01/06	FILE NO.	050321

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER"