



DECLARATION OF CONDOMINIUM

GREENVIEW VILLAS I,
A CONDOMINIUM

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DECLARATION OF CONDOMINIUM

OF.

GREENVIEW VILLAS I, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, that EMERALD RESORT DEVELOPMENT CORPORATION existing under the laws of the State of Florida and duly authorized to transact business in the State of Florida, hereinafter called Developer, does hereby submit to condominium ownership pursuant to Chapter 718, Florida Statutes, 1976, the following described land and improvements thereon and all improvements hereafter erected thereon, situate, lying and being in the County of Sarasota, State of Florida, to-wit:

SEE SCHEDULE A ATTACHED HERETO

and that said property shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements:

1. **THE CONDOMINIUM ACT.** Except where variances permitted by law appear in the Declaration or in the attached By-Laws or in lawful amendments to either of them the provisions of Chapter 718, Florida Statutes (1976) as amended to date hereof, including the definitions therein contained, are adopted and included herein by express reference.

2. **NAME.** The name by which this condominium shall be known and identified is GREENVIEW VILLAS I, a condominium.

3. **SURVEY AND PLOT PLAN.** A survey of said land and plot plan locating the improvements thereon and identifying each condominium unit and the common elements and their relative locations and approximate dimensions are attached hereto as Exhibit "A" and are recorded in Condominium Book _____, at pages _____, Public Records, Sarasota County, Florida. The locations, dimensions, descriptions, identification and numbering or lettering of the respective condominium units

shall be described in Exhibit "A" and any subsequent amendments thereto as hereinafter provided. A unit shall consist of the space defined in Exhibit "A". In the event the actual physical location of any unit at any time does not precisely coincide with Exhibit "A" and subsequent amendments, the actual physical location shall control over the locations, dimensions, and descriptions contained in Exhibit "A" and subsequent amendments. In the event of a total or substantial destruction of any building, the locations, dimensions, and descriptions of the respective units as contained in Exhibit "A" and subsequent amendments will control.

4. OWNERSHIP AND SHARING COMMON EXPENSES. The ownership and the undivided shares of the respective condominium units in the common elements and the manner of sharing common expenses and owning common surplus shall be specified in percentages as set forth hereinafter:

PHASE I.

| <u>Type of Unit</u> | <u>Unit Numbers</u> | <u>Share per Unit</u> | <u>Total</u> |
|---------------------|---|-----------------------|--------------|
| One Bedroom | 111, 116, 121, 126, 131, 136, 141, 146 | 4 1/6% | 100% |
| Two Bedroom | 112-115, 122-125, 132-135, 142-145 | | |

UPON COMPLETION OF:

PHASE II.

| | | | |
|-------------|---|---------|------|
| One Bedroom | 111, 116, 121, 126, 131, 136, 141, 146, 211, 216, 221, 226, 231, 236, 241, 246 | 2 1/12% | 100% |
| Two Bedroom | 112-115, 122-125, 132-135, 142-145, 212-215, 222-225, 232-235, 242-245 | | |

5. COMMON ELEMENTS. Any right, title or interest in a condominium unit shall automatically carry with it as an appurtenance and without necessity of specific reference thereto, its respective undivided share of the common elements and a right to use the common elements in conjunction with the owners of the other condominium units in all phases of GREENVIEW VILLAS I, a condominium. The common elements shall include but not be limited to:

- (a) All of the above-described land;

(b) All improvements and parts thereof which are not included within the boundaries of the respective condominium units;

(c) Any utility areas and installations and all utility services which are available to more than one unit or to the common elements and which are not owned by the respective utility companies, including easements through the units necessary to provide such services;

(d) All parking areas, driveways, and other means of ingress and egress;

(e) All electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, within the common elements and up to the exterior surface of the unit wall which are not owned by utility companies;

(f) All tangible personal property required for the maintenance and operation of condominium and for the common use and enjoyment of the unit owners;

(g) All structural beams, posts and members within a unit and an easement of support in any portion of a unit which contributes to the support of the building;

(h) Alterations, additions, and further improvements to the common elements;

(i) Any lands owned by the Association and submitted to condominium ownership by an amendment to this Declaration approved and executed as provided herein for amendments generally, pursuant to the provisions of Section 718.110 (6), Florida Statutes, 1976.

(j) Any lands and improvements as above described which are added as subsequent phases to this condominium pursuant to Section 718.403, Florida Statutes, 1976, as provided hereinafter.

The unit owners in the aggregate shall be entitled to equal and full use and enjoyment of all the common elements except as they may be restricted by the reasonable and uniform regulations duly adopted by the Association Board of Directors, which usage shall always be in the recognition of the mutual rights and

responsibilities of each of the unit owners. The land under a unit and the exterior patio are limited common elements for the exclusive use of the unit owner to which they are appurtenant.

6. ASSOCIATION. The corporation which will be responsible for the operation of the condominium will be an incorporated association known as GREENVIEW VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, herein referred to as the Association. All persons owning a vested present interest in the fee title to any of the condominium units in any phase or any section of GREENVIEW VILLAS, a condominium, which interest is evidenced by a proper instrument duly recorded in the Public Records of said County, shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. All of the affairs and property of the condominium and of the Association shall be controlled by the officers and Board of Directors of the Association. A copy of the Articles of Incorporation which has been filed with and certified by the Secretary of State of Florida is attached hereto and marked Exhibit "B". The By-Laws governing the operation of the condominium and the Association are attached hereto and marked Exhibit "C". The Association shall have all of the rights and powers provided by the Condominium Act, the corporation Statutes, the Articles of Incorporation, the By-Laws and this Declaration.

7. VOTING RIGHTS. Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of joint ownership of a condominium unit, the vote to which that unit is entitled shall be apportioned among the owners as their interest may appear, or may be exercised by one of such joint owners by written agreement of the remainder of the joint owners.

8. COMMON EXPENSES. The common expenses shall include:

(a) costs of operation, maintenance, repair and replacement of the common elements and limited common elements;

- (b) costs of management of the condominium and administrative costs of the Association including professional fees and expenses;
- (c) costs of water and sewerage service, electricity and other utilities which are not metered to the individual condominium units;
- (d) labor, material, and supplies used in conjunction with the common elements;
- (e) damages to the condominium property in excess of insurance coverage;
- (f) salary of a general manager, if deemed desirable by the membership, and his assistants and agent;
- (g) premium costs of fire, windstorm, flood, and other property insurance and liability insurance as provided herein;
- (h) initial cost of installation of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the common elements for the benefit of all the members, provided that any such items as shall exceed \$10,000.00 in costs shall be approved by majority vote of the unit owners;
- (i) all other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation, or the By-Laws.

9. MAINTENANCE, REPAIR AND REPLACEMENT.

A. BY THE ASSOCIATION. The Association shall maintain, repair and replace as part of the common expense all of the common elements, including but not limited to the exterior walls, roofs, foundations, and slabs of the unit buildings, except those portions of the common elements which are to be maintained, repaired and replaced by the unit owners as provided hereinafter. The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any

common elements therein or accessible therefrom, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the common elements or to another unit. Damages caused to a unit or its contents due to known or unknown defects in the common elements, or resulting from casualty loss, or due to water, heat, steam, smoke or other intrusion into the unit from or through the common elements or another unit shall be repaired, replaced or compensated for by the Association as part of the common expense, except to the extent such damage is covered by insurance maintained by the unit owner. The unit owner's insurer shall not have a right to subrogation for such damages against the Association.

B. BY THE UNIT OWNERS. Each unit owner shall maintain, repair and replace everything within the confines of his unit which is not part of the common elements (except as otherwise provided herein), including but not limited to:

(a) paint, finish, covering, wallpaper, and decoration of all interior walls, floors and ceilings;

(b) all built-in shelves, cabinets, counters, storage areas, and closets;

(c) all refrigerators, stoves, ovens, disposals, dishwashers, and other kitchen equipment; all bathroom fixtures, equipment and apparatus;

(d) all electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only the respective units; all electric lines between the unit and its individual service panel or meter, and all water and waste lines between the unit and the main distribution lines;

(e) the heating and air-conditioning system serving the unit regardless of whether it is located wholly within the boundaries of the unit or not;

(f) all windows and sliding glass doors (glass in sliding glass doors must be replaced only with tempered glass);

(g) all interior doors, walls, partitions, and room dividers;

(h) all furniture, furnishings and personal property contained within the respective unit, and

(i) exterior walls as indicated in paragraph 9A.

In the event an owner fails to properly maintain and repair his unit, the Association, at the discretion of the Board of Directors, may make such repairs as the Board may deem necessary and the cost thereof shall be assessed against such defaulting unit owner. The Association shall have a lien against a unit for the cost of any repairs it shall make thereto, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the rate of 10 percent per annum and reasonable attorneys' fees incurred by the Association in the collection thereof in original and appellate jurisdiction.

10. INSURANCE, DESTRUCTION AND RECONSTRUCTION. As agent for and in behalf of the unit owners and their respective mortgagees, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all the insurable improvements of the entire condominium, including the common elements and the respective units and personal property of the Association, for the full replacements or insurable value thereof. The premium for such insurance shall be paid by the Association and shall be included in the assessment for common expenses. The Association Board of Directors shall have full authority as agents for the insured to compromise and settle all claims against its insurance carrier and may institute legal proceedings for collection thereof. The original policy of insurance shall be held by the Association and the institutional first mortgagees shall be furnished mortgagee endorsements covering their respective interests. Each unit owner shall be responsible for insuring his own personal property within his unit and any improvements made by him within his unit which are not covered by the Association policy.

In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association Treasurer.

If said proceeds are in excess of \$10,000.00 they shall be immediately paid over to a banking corporation having trust powers and selected by the Board of Directors. Said funds shall be disbursed upon written draw for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Association Board of Directors. Said funds shall be disbursed upon written draw requests signed by the President or Vice President of the Association as reconstruction progresses. In the event said proceeds are not sufficient to pay the cost of such reconstruction and the trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the common expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against a unit owner, but if it is determined that the damage was proximately caused by the negligence of a unit owner, such unit owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds and the Association shall have a lien for such amount, plus interest at the rate of 10 percent per annum from the date of such assessments, and reasonable attorneys' fees, to the same extent that it has a lien for any unpaid assessments under the Condominium Act. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event such proceeds are less than \$10,000.00, they need not be placed in trust but shall be held for the above purposes.

In the event of a total or substantial destruction of all of the condominium improvements, the improvements shall be restored as above provided unless the owners of two-thirds ($\frac{2}{3}$ rds) of the voting rights of the units in the condominium vote to terminate this condominium. In the event the condominium is to be terminated, then all owners of units will immediately convey all their right, title and interest to their respective units to the bank trustee in trust. The recording of each such conveyance to trustee in the Public Records of said County will have the immediate effect of releasing all liens upon the respective unit and shall cause their instantaneous transfer to that unit

owners's share of the common surplus to be subsequently distributed by trustee as provided herein. Said trustee shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the units in this condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the condominium property, by whatever means the Association Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. After conveyance of title to the purchaser free and clear of all liens and encumbrances and after payment of reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, trustee shall apportion the remaining funds in its hands among the units in accordance with the respective values of the units immediately prior to such destruction as determined by three experienced real estate appraisers selected by the Board of Directors. Trustee shall distribute each unit's share of said funds jointly to the record title owners of each unit and the record owners of each mortgage or other liens encumbering such unit at the time of the recording of its conveyance to the trustee by the unit owner. All mortgages and other liens upon the respective units shall be fully released and discharged as provided herein even though the share of a particular unit in said funds is insufficient to pay all liens in full; in such event the lienholders who had priority against the title to the unit shall have priority of payment of the unit's share of the common surplus. Nothing herein provided shall in any way relieve the unit owner of his personal liability for any deficiency which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustee. Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage or perfection of their liens. The provisions of this paragraph may be enforced by injunction, suit for specific performance or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

11. LIABILITY INSURANCE. The Association shall obtain and maintain public liability insurance covering all of the common elements and insuring the Association and the unit owners as their interests may appear in such amounts as the Board of Directors may deem appropriate. The premiums for such insurance shall be a part of the common expenses. The Board of Directors shall have the authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The unit owners shall have no personal liability upon any such claims and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular unit, as he may deem appropriate.

12. RESTRICTIONS UPON USE. No owner, tenant, or other occupant of a condominium unit shall:

(a) use the unit for other than single family residence purposes;

(b) paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony or any exterior surface; place any sunscreen, blind or awning on any balcony or exterior opening; place any draperies or curtains at the windows of any unit without a solid, light color liner acceptable in color to the Board of Directors facing the exterior of the unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board; plant any planting outside of a unit except upon written approval of the landscaping plan by the Board of Directors of the Association; erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements; nor any of the foregoing without the prior written consent of the Board;

(c) make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements; fasten light fixtures, shelving, pictures, mirrors, objects d'art, curtain rods and similar household items to the walls or ceiling of a unit unless they may be removed without substantial damage to the wall or ceiling structure; nor any of the foregoing without the prior written consent of the Board;

(d) permit loud and objectionable noises or obnoxious odors to emanate from the unit nor play any organ or electronically amplified musical instruments or devices which may cause a nuisance to the occupants of other units in the sole opinion of the Board;

(e) make any use of a unit which violates any laws, ordinances, or regulations of any governmental body;

(f) fail to conform to abide by the By-Laws and the uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the Board of Directors, or fail to allow the Board of Directors or its designated agent to enter the unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the By-Laws and regulations of the Association;

(g) erect, construct, or maintain any wire, antennas, garbage or refuse-receptacles, or other equipment or structures on the exterior of the building or on or in any of the common elements, except with the written consent of the Association Board of Directors;

(h) permit or suffer anything to be done or kept in his condominium unit or in the common elements which will increase insurance rates on any unit or on the common elements;

(i) commit or permit any nuisance, immoral or illegal act in his unit or in or on the common elements;

(j) divide or subdivide a unit for purposes of sale or lease except to owner of an adjacent unit, however, a unit may be combined with an adjacent unit and occupied as one unit;

(k) obstruct the common way of ingress and egress to the other units or the common elements;

(l) hang any laundry, garments or other unsightly objects which are visible outside of the unit;

(m) allow anything to remain in the common areas which would be unsightly or hazardous;

(n) allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each unit and the common elements shall at all times be kept in a clean and sanitary condition;

(o) allow any fire or health hazard to exist;

(p) make use of the common elements in such a manner to abridge the equal rights of the other unit owners to their use and enjoyment;

(q) lease less than an entire unit so that the high quality of this condominium shall be maintained and shall not become a lodging facility for transients (During the time a unit is leased or occupied by others, the unit owner shall not have the right to use the common elements and facilities except as a guest of a unit owner or lessee.);

(r) pets may be kept and they shall be limited to usual small household pets which are not a nuisance to the other owners in the opinion of the Board of Directors of the Association; authorized pets are to be allowed in the designated common areas only when on a leash, accompanied by its owner;

(s) park overnight commercial vehicles, trucks, boats, campers, trailers, mobile homes and similar vehicles in any parking area, except service vehicles during the time they are actually serving the unit or common elements;

13. SALE, LEASE, TRANSFER OR OCCUPATION OF UNIT. In order to assure a community of congenial residents and occupants and protect the value of the apartments and to further the continuous and harmonious development of the condominium community, the sale, lease, transfer, and occupation of a unit shall be subject to the following provisions, which shall be covenants running with the lands so long as the condominium property shall be subject to the condominium form of ownership under the laws of the State of Florida:

(a) In the event of an attempted conveyance in controvention of the directions herein contained, the condominium Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings or by any legal means calculate to produce compliance.

(b) A unit owner intending to make bona fide sale, lease or transfer of his unit or any interest therein, shall give to the Association a written application for such approval which shall contain information as may be required by application forms promulgated by the Board and shall be accompanied by transfer fee as required by regulations of the Board. When considering such application, consideration shall be given to good moral character, social compatibility, personal habits and financial responsibility of the proposed purchasers, transferee, lessee or occupant. A waiver of these or the failure to enforce it in any particular instance, shall not constitute a waiver to stop the Association from enforcing this provision in any other instance. The filing constitutes a representation by the unit owner that he believes the proposal to be bona fide in all respects.

(c) No sale, transfer, lease, or occupation of a condominium unit shall be valid without the approval of the condominium Association, except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser or lessee.

(d) Failure of the Association to act within 30 days shall be deemed to constitute approval, in which event the Association must on demand prepare and deliver approval in recordable form.

(e) The provisions of this paragraph 13 shall apply to original and all successive sales, leases, transfer sub-leases, assignments or occupations.

(f) No unit owner shall sell or lease, nor shall approval be given, until and unless all assessments past and due are paid whether payment provided for to the satisfaction of the

Association and unless the proposed lessee can qualify as to the use restrictions.

(g) If the unit owner shall lease his unit, he shall remain liable for the performance of all agreements and covenants in the condominium documents and shall be liable for the violations by the lessee of any and all use restrictions.

(h) Every purchaser or lessee who acquires any interest in a condominium unit shall acquire the same subject to this Declaration, the provisions of the By-Laws of the condominium Association, and the provisions of the Condominium Act.

(i) Notwithstanding any provisions of this Declaration including paragraph 13, the surviving spouse, if any, and if not the surviving spouse, the other member or members of an owner's immediate family may continue to occupy the same unit; and if such surviving spouse or other member or members of the decedent owner's immediate family shall have succeeded to the ownership of the condominium unit, the ownership thereof shall be transferred by legal process to show the new owner. In the event the decedent shall have conveyed or bequeathed the ownership of his condominium unit to some designated person or persons other than a surviving spouse or other member or members of his immediate family or if some other person is designated by such decedent's legal representative to receive ownership of the condominium unit, or under the laws of descent and distribution in the State of Florida, the condominium unit descends to some person or persons other than his surviving spouse or member of his immediate family, said person's continuance of ownership of said condominium shall be subject to the approval of the Association as specified above.

(j) The provisions contained herein:

1. Do not prohibit or restrict the granting of a mortgage in favor of an institutional mortgagee;
2. Do not prohibit or restrict the transfer of title of an institutional mortgagee acquiring title by foreclosure or deed in lieu or any third person purchasing property at a foreclosure sale;

3. Would not prohibit or restrict an institutional mortgagee who has acquired title from transferring same.

14. ASSESSMENTS AND LIENS. The Board of Directors of the Association shall approve annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each unit owner will be responsible for his unit's share of the common expenses as provided herein. One-fourth (1/4) of each unit's annual assessment shall be due and payable in advance to the Association on the first day of the first, fourth, seventh and tenth months of the fiscal year. In addition, the Board of Directors shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments or other indebtedness owing by unit owners to the Association which are not paid when due shall be subject to a late penalty of 10 percent and shall bear interest from the due date at the rate of 10 percent per annum. The Association shall have the remedies and liens provided by the Condominium Act with respect to unpaid assessments, which shall include any late charges, accrued and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including appellate proceedings, and the remaining installments of the assessment may be accelerated to maturity by giving the defaulting unit owner 10 days notice of intent to accelerate unless all delinquent sums are paid within that time. The Board of Directors may require each unit owner to maintain a minimum balance on deposit with the Association (not to exceed one-fourth of the current annual assessment) for working capital and to cover contingent expenses from time to time.

15. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. Notwithstanding any provisions of this Declaration, the written consent of all savings and loan associations, banks, and insurance companies, any other similar type of lender which makes or purchases mortgages in the ordinary course of business is generally recognized as

an institutional-type lender or their subsidiaries or affiliates holding first mortgages upon any of the condominium units (herein sometimes referred to as "institutional first mortgagees") shall be first obtained prior to any amendments to this Declaration (except amendments for the purpose of adding subsequent phases as provided herein). The Articles of Incorporation, or the By-Laws; prior to the termination of the condominium; prior to the partition or subdivision of any unit; or prior to the abandonment, partition, subdivision, encumbrance, sale or transfer of the common elements. Such institutional first mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours and, upon written request to the Association, shall be furnished written notification by the Association of any default by the mortgagor of a unit in the performance of such mortgagor's obligations under this Declaration or the By-Laws which are not cured within 30 days. Such institutional first mortgagees who obtain title to a unit through mortgage foreclosure or acceptance of deed in lieu of foreclosure shall not be liable for the share of common expenses assessed to such unit prior to the acquisition of such title, unless such share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage. Such mortgagee shall pay all common expenses assessed to such unit which shall come due during the period the unit is owned by the mortgagee, however.

16. RIGHTS OF DEVELOPER. Developer hereby reserves the right to elect Directors of the Association in accordance with the provisions of Article XII of the Articles of Incorporation attached as Exhibit "B". Developer may terminate such rights by relinquishing control of the Association to the unit owners at any time prior to the time provided in the Articles of Incorporation.

It is recognized that at the date hereof, construction of all of the improvements and the units contemplated by the Condominium Plat described in Exhibit "A" may not be completed. Developer expressly reserves every right, necessary or desirable,

relative to the common elements and the condominium property generally, for the purpose of construction and completing said improvements and units and effecting sale or lease of all of the condominium units. Until all units are sold in all sections of GREENVIEW VILLAS, Developer shall have the right to maintain one or more model units in GREENVIEW VILLAS I, to be used for display to prospective purchasers of units in any section of GREENVIEW VILLAS, a condominium, and may exhibit such signs and sales paraphernalia within the model units or in the common elements as may be desirable to effect such sales. In the event Developer decides to relinquish control of the Association to the unit owners prior to the time provided in GREENVIEW VILLAS CONDOMINIUM ASSOCIATION, INC. Articles of Incorporation, Developer may continue to operate and manage the affairs of individual sections of GREENVIEW VILLAS until the time so provided therein.

17. REMEDIES FOR DEFAULT. In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance with the fulfillment of the provisions of the Condominium Act, this Declaration, Articles of Incorporation, By-Laws and the regulations and rules promulgated by the Association or its Board of Directors, shall entitle the Association or individual unit owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding, the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the Court, including appellate proceedings. In the event the occupant of any unit shall refuse to comply with the regulations and rules, such occupant may be denied use of the recreational facilities of the condominium by the manager or the Board until such default is corrected. During such period of default by a unit owner in payment of any assessments against the unit, the Association may discontinue the supply of any utility services to such unit which are paid by the Association as part of the common expenses. Upon the correction

of such default, the utility services shall be immediately restored and the expense of such discontinuance and restoration shall be assessed to the defaulting unit owner.

18. ACCESS EASEMENT. Each unit owner and his invitees and guests shall have a non-exclusive perpetual easement for ingress and egress to and from his respective unit and the other units and recreational areas through the common elements of all phases and all sections of GREENVIEW VILLAS and over and across Capri Isles Boulevard, as shown on the plat of CAPRI ISLES, Block K, Unit 3, as recorded in Plat Book 22, Pages 8-8D, Public Records of Sarasota County, Florida. Each unit owner shall have a perpetual easement for encroachments which may exist now or in the future by reason of inaccuracies in construction, settlement or movement of the building in which his unit is located, which encroachments shall be allowed to remain undisturbed until they no longer exist.

19. UTILITY EASEMENT. Developer hereby reserves for and on behalf of itself and its successors and assigns perpetual easements for installation, construction, repair, maintenance, and replacements of private and public utility lines and services of all kinds under and over the surface of the condominium lands and recreational areas which are not occupied by buildings or other structures. The utility easements herein reserved may serve this condominium. Utility easements may be granted by the Developer of GREENVIEW VILLAS, a condominium, to any public or private utilities as may be necessary or desirable to private utility services to any of the foregoing. All public and private utility companies shall have a perpetual non-exclusive easement over, across, under and through all of the common land areas of the condominium for the purpose of reading meters in connection therewith. In the event it is necessary to disturb the surface of the land for such purposes, the roadways, grass, landscaping, and other improvements which are disturbed shall be restored by the utility company as soon as practicable to their prior condition as nearly as possible.

20. ADDITIONAL PHASES. Developer intends to develop GREENVIEW VILLAS I, a condominium, in phases pursuant to Section 718.403, Florida Statutes, 1976. The land which may become part of the condominium and upon which each phase is to be built and the number and general size of the units included in each phase is shown as Exhibit "A" attached hereto and by reference made a part hereof. The anticipated additional phase of GREENVIEW VILLAS I, a condominium, is labeled Phase II. PHASE I IS THE INITIAL PHASE OF GREENVIEW VILLAS I, A CONDOMINIUM, WHICH IS HEREBY SUBMITTED TO CONDOMINIUM OWNERSHIP. The subsequent phase will be submitted to condominium ownership as a part of GREENVIEW VILLAS I, a condominium, by Developer executing amendments to this Declaration of Condominium and to the Condominium Plat attached as Exhibit "A", which amendments shall be recorded in the Public Records of Sarasota County, Florida. Such amendment adding Phase II to GREENVIEW VILLAS I, a condominium, shall not require the execution thereof by individual unit owners or holders of recorded liens thereon (including institutional first mortgagees) or by the Association. Each such amendments shall take effect at the time of its recording in the Public Records of Sarasota County, Florida. At such time as Phase II is added to the condominium, the common elements of the added phase shall merge with the common elements of the prior existing phase and will become part of one condominium. As Phase II is added to the condominium, the percentage of ownership of the common elements and common supplies and the percentage of the common expenses of each respective unit will be reduced as provided in Paragraph 4 hereinabove. In addition, as Phase II is added, each added unit shall have one vote in the affairs of the Association which shall result in the diluting of the voting rights of the prior existing units in GREENVIEW VILLAS I, a condominium. Although Developer contemplates developing Phase II as shown on Exhibit "A", in the event Phase II is not developed and added as a part of the condominium by June 1, 1984, the units shown in such phase will not become part of the condominium and will not share in the common elements, common

surplus, common expenses or in the voting rights of the Association. Developer reserves the right to modify the size, configuration, and location of units in the future phase, as well as the boundary lines of such phase prior to their recording in the Public Records as an amendment to this Declaration. However, the Developer may not alter the plans in any way, for the units which are contained in the lands dedicated to condominium ownership by virtue of the recordation of the Declaration of Condominium, without prior approval of the unit owners as provided herein.

21. ADDITIONAL CONDOMINIUMS. Developer may, but does not hereby obligate itself, to develop the lands described in Exhibit "D" attached hereto and made a part hereof, and submit said lands to condominium ownership as additional sections of GREENVIEW VILLAS, (for the purpose of this Declaration, sections of GREENVIEW VILLAS shall be separate and distinct condominiums). In the event Developer elects to submit said lands or a portion thereof to condominium ownership as additional sections of GREENVIEW VILLAS, it is contemplated that the Association will be the condominium association responsible for the operation and management of all of such sections as shall be designated by their respective Declarations of Condominium. In such event, the owners of a vested present interest in the fee title to any of the condominium units in any such condominium shall automatically be members of the Association and shall be entitled to the same voting rights as are extended herein to owners of units in this condominium. The income and common expenses with respect to any section of GREENVIEW VILLAS shall be administered jointly with those of the other sections of GREENVIEW VILLAS I operated by the Association. The jointly administered common expenses shall be equally shared by all units in all sections of GREENVIEW VILLAS. The operation of several sections of GREENVIEW VILLAS by the Association shall not constitute and is not intended to result in a merger of the title to the common elements of the respective sections, and each phase shall constitute a separate and distinct condominium from all other such sections. The unit owners in each section of GREENVIEW VILLAS shall have a

perpetual non-exclusive easements for ingress and egress, utilities, and drainage over, under, and through the common areas of each other section, and such easement shall survive the termination of any section.

22. AMENDMENTS. This Declaration may be amended at any time by affirmative vote of two-thirds (2/3 rds) of all voting rights of all unit owners in GREENVIEW VILLAS I, a condominium, except that provisions relating to percentage of ownership and sharing of common expenses, rights of Developer, termination of the condominium, and the voting rights of members may be amended only with written consent of all persons adversely affected thereby (except amendments which add subsequent phases as provided hereinabove). The Articles of Incorporation and the By-Laws may be amended by a simple majority vote of all voting rights of all members of the Association; and, to that extent, this Declaration may be amended with two-thirds (2/3 rds) vote. No amendment shall be effective unless it be in writing, executed by the President or Vice President and attested by the Secretary of the Association with the formalities required for conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County. It shall not be necessary for the individual unit owners or holders of recorded liens thereon (except institutional first mortgage holders as herein provided) to join in the execution of any amendment, and the execution of any amendments by the President or Vice President and attested by the Secretary of the Association as provided herein shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of the Declaration, the Articles of Incorporation and the By-Laws. Until such time as Developer shall have conveyed title to all units of all phases of GREENVIEW VILLAS, no amendments to the Declaration of Condominium, Articles of Incorporation, or By-Laws shall be effective without its written consent. By acceptance of a deed to a condominium unit, the grantee agrees for himself, his heirs, successors and assigns and the holders of any mortgages, liens, or other interests in or to any unit, that Developer shall have the right

and irrevocable power to amend this Declaration and the exhibits recorded herewith as may be necessary or desirable from time to time prior to the conveyance of all units in all phases by Developer to (a) identify, locate and dimension any units which are not completed at the date of this Declaration; (b) to correct any errors or omissions in the Declaration or any exhibits hereto; (c) to make the documents comply with the requirements of any statutory provisions or any state and federal rules or regulations or County ordinances; or (d) to gain acceptance or approval of any institutional mortgage lender or title insurer. Such amendments shall be executed by the Developer with written consent of all institutional first mortgagees, and the joinder or further consent of individual unit owners or holders of recorded liens or other interests herein or thereon shall not be required. All amendments shall take effect immediately upon recordation in the Public Records of Sarasota County, Florida.

23. TERMINATION. The above described property may be removed from the provisions of this Declaration at any time by a vote of eighty percent (80%) of the voting rights of all unit owners in GREENVIEW VILLAS I, a condominium, and unanimous written consent of all of the institutional first mortgage holders, by an instrument to that effect signed by the President or Vice President and Secretary of the Association with the formalities of a deed and duly recorded in Public Records of Sarasota County. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the banking trustee selected by the Board of Directors of the Association.

24. BINDING EFFECT. All provisions of the Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked and terminated. Any gender used herein shall

include all genders, legal entities, and a plural number shall include the singular and the singular shall include the plural.

25. SEVERABILITY. If any provisions of this Declaration, the Condominium Plat, the Articles of Incorporation, or the By-Laws of any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstances, is held invalid, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

26. LIMITED COMMON ELEMENTS. Patios, designated "Patio L.C.E", are limited common elements to be used exclusively by the owner of the unit indicated on the condominium plat attached as Exhibit "A". The use of the patios shall be subject to the restrictions provided herein and they shall not be used for the storage of any other apparatus, equipment or thing except in enclosed portions thereof or with the written consent of the Board of Directors of the Association.

27. RECREATION AREA. Developer plans to construct and develop certain recreation facilities to be used by unit owners in all sections of GREENVIEW VILLAS. Such facilities shall include a swimming pool and pool house which will be constructed on the Recreational Area, as shown on Exhibit "A" attached hereto. In the event other sections of GREENVIEW VILLAS are developed, additional recreational facilities may likewise be added in Developer's sole discretion. Each unit owner shall have a non-exclusive perpetual easement for ingress and egress to the recreational areas through the common areas of all phases and sections of GREENVIEW VILLAS. At such time as said facilities are completed, Developer agrees to convey said facilities and lands to the Association without charge and free and clear of all liens and encumbrances, except easements and restrictions of record, and the Association agrees to accept such conveyance for the use and enjoyment of all Association members and their guests. After such conveyance is made, all costs and expenses incurred in the maintenance, repair and replacement of such facilities

and insurance and taxes thereon shall be paid by the Association as part of the common expenses assessed to the unit owners. After conveyance to the Association, the use of such facilities shall be subject to such restrictions, rules and regulations as may be promulgated by the Board of Directors of the Association.

28. ADJOINING FACILITIES. The golf course which is constructed adjacent to the condominium is not deemed to be a part of the condominium and the condominium unit owners shall have no right, title or interest therein by virtue of the purchase of a unit in GREENVIEW VILLAS.

29. CONTRIBUTION TO WORKING CAPITAL. Each unit owner shall contribute to the condominium association an amount equal to two (2) months assessments as a contribution to the condominium association's working capital.

IN WITNESS WHEREOF, the undersigned has signed and sealed this Declaration the _____ day of _____, 1982.

Witness

EMERALD RESORT DEVELOPMENT
CORPORATION, a Florida Corporation

Developer

Witness

By _____
Robert F. Bluck
As President

STATE OF FLORIDA

COUNTY OF SARASOTA

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements, in the State of Florida, personally appeared ROBERT F. BLUCK as President of EMERALD RESORT DEVELOPMENT CORPORATION, a Florida Corporation, and he acknowledged before me that he executed the foregoing Declaration of Condominium in the name of and on behalf of said corporation; that he has been duly authorized by said corporation to do so; and that the foregoing instruments is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State
aforesaid this _____ day of _____, 1982.

Notary Public

My Commission Expires:

JOINDER OF ASSOCIATION

GREENVIEW VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida Non-profit corporation, hereby joins in and consents to the foregoing Declaration of Condominium and hereby agrees to the provisions thereof and assumes the obligations imposed upon them therein.

IN WITNESS WHEREOF, the undersigned has caused this joinder to be executed in its name by its duly authorized officers and caused its corporate seal to be hereunto affixed this _____ day of _____, 1982.

GREENVIEW VILLAS CONDOMINIUM
ASSOCIATION, INC., A Florida
Non-profit Corporation

Witness

By _____
As its President

Witness

ATTEST:

By _____
As its Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY, that on this day, before me, a Notary Public, duly authorized in the State and County aforesaid to take acknowledgements, personally appeared * as President and *, as Secretary, to me known to be the persons described as President and Secretary, respectively, of GREENVIEW VILLAS CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, in and who executed the foregoing Joinder, and they acknowledged before me that they were duly authorized by that corporation to do so.

WITNESS my hand and official seal in the County and State named above this _____ day of _____, 1982.

Notary Public

My Commission Expires:

CONSENT OF LENDER

DMC DEVELOPMENT CORPORATION hereby consents to the foregoing Declaration of Condominium of GREENVIEW VILLAS I, a Condominium.

Dated this _____ day of _____, 1982.

Witness

DMC DEVELOPMENT CORPORATION

Witness

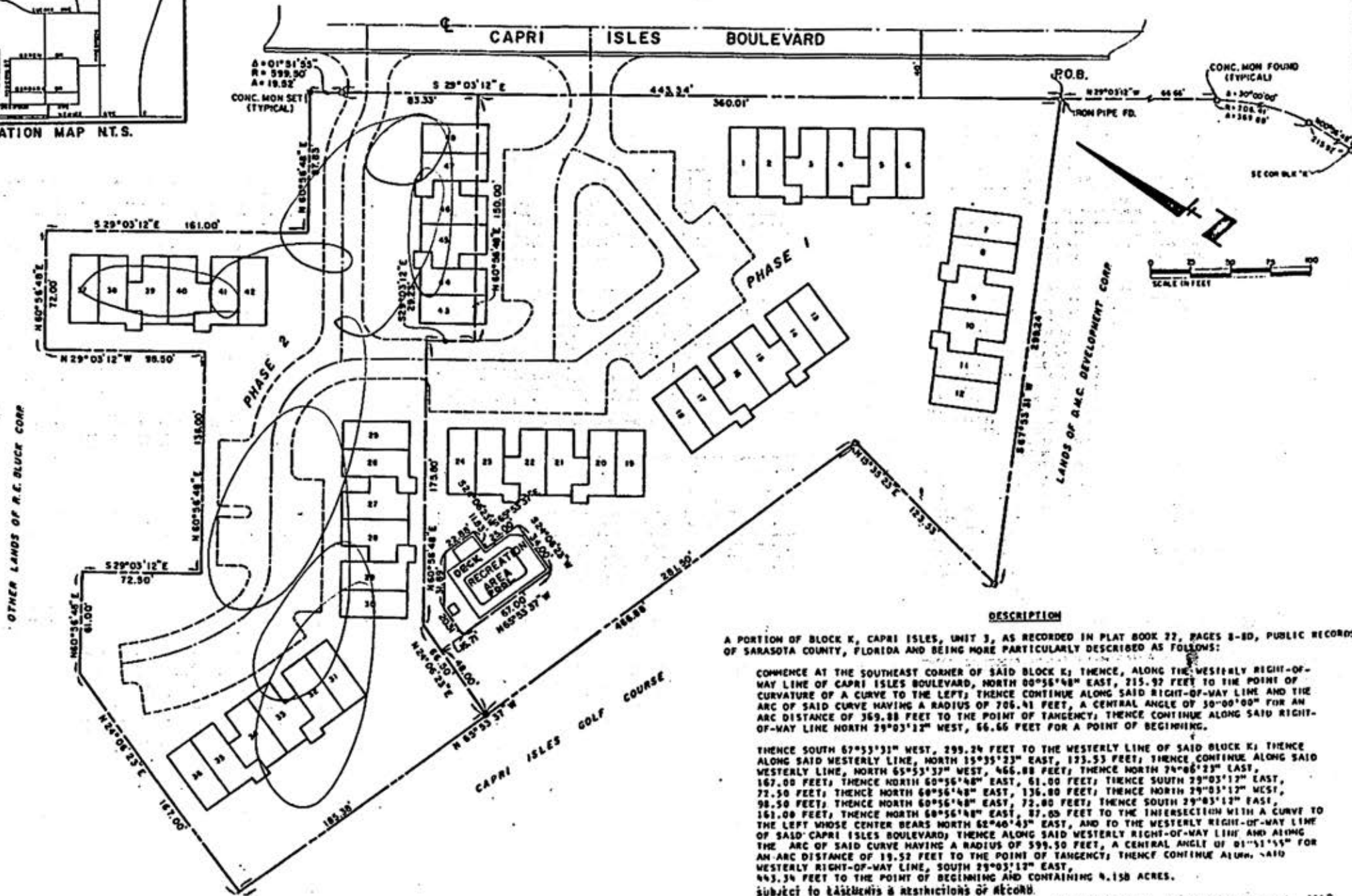
By: _____

As: _____

GREENVIEW VILLAS I

A CONDOMINIUM IN SECTION 4, TOWNSHIP 39 S., RANGE 19 E.,
SARASOTA COUNTY, FLORIDA

LOCATION MAP N.T.S.



DESCRIPTION

A PORTION OF BLOCK K, CAPRI ISLES, UNIT 3, AS RECORDED IN PLAT BOOK 72, PAGES 8-8D, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK K; THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CAPRI ISLES BOULEVARD, NORTH 00°56'48" EAST, 215.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE HAVING A RADIUS OF 706.41 FEET, A CENTRAL ANGLE OF 30°00'00" FOR AN ARC DISTANCE OF 369.88 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE NORTH 29°03'12" WEST, 66.66 FEET FOR A POINT OF BEGINNING.

THENCE SOUTH 67°53'31" WEST, 299.24 FEET TO THE WESTERLY LINE OF SAID BLOCK K; THENCE ALONG SAID WESTERLY LINE, NORTH 15°35'23" EAST, 123.53 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE, NORTH 65°53'37" WEST, 466.88 FEET; THENCE NORTH 74°06'29" EAST, 167.00 FEET; THENCE NORTH 60°56'48" EAST, 61.00 FEET; THENCE SOUTH 29°03'12" EAST, 72.50 FEET; THENCE NORTH 60°56'48" EAST, 136.80 FEET; THENCE NORTH 29°03'12" WEST, 98.50 FEET; THENCE NORTH 60°56'48" EAST, 72.80 FEET; THENCE SOUTH 29°03'12" EAST, 161.00 FEET; THENCE NORTH 60°56'48" EAST, 87.00 FEET TO THE INTERSECTION WITH A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 62°46'43" EAST, AND TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID CAPRI ISLES BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 599.50 FEET, A CENTRAL ANGLE OF 01°51'55" FOR AN ARC DISTANCE OF 19.52 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 29°03'12" EAST, 443.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.158 ACRES.
SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD.

EDWARD A. REDINGTON & ASSOCIATES, INC.

Consulting Engineers & Land Surveyors & Planners
1670 Main St. Sarasota, Florida 35577

GREENVIEW VILLAS I

A CONDOMINIUM IN SECTION 4, TOWNSHIP 39 S., RANGE 19 E.,
SARASOTA COUNTY, FLORIDA

DESCRIPTION

A PORTION OF BLOCK K, CAPRI ISLES, UNIT 3, AS RECORDED IN PLAT BOOK 22, PAGES 8-8D, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK K; THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CAPRI ISLES BOULEVARD, NORTH 00°56'48" EAST, 215.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE HAVING A RADIUS OF 706.41 FEET, A CENTRAL ANGLE OF 30°00'00" FOR AN ARC DISTANCE OF 369.88 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE NORTH 29°03'12" WEST, 66.66 FEET FOR A POINT OF BEGINNING.

THENCE SOUTH 67°53'31" WEST, 299.24 FEET TO THE WESTERLY LINE OF SAID BLOCK K; THENCE, ALONG SAID WESTERLY LINE, NORTH 15°35'23" EAST, 123.53 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE, NORTH 65°53'37" WEST, 466.88 FEET; THENCE NORTH 24°06'23" EAST, 167.00 FEET; THENCE NORTH 60°56'48" EAST, 61.00 FEET; THENCE SOUTH 29°03'12" EAST, 72.50 FEET; THENCE NORTH 60°56'48" EAST, 136.00 FEET; THENCE NORTH 29°03'12" WEST, 98.50 FEET; THENCE NORTH 60°56'48" EAST, 72.00 FEET; THENCE SOUTH 29°03'12" EAST, 161.00 FEET; THENCE NORTH 60°56'48" EAST, 87.00 FEET TO THE INTERSECTION WITH A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 62°40'43" EAST, AND TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID CAPRI ISLES BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 599.50 FEET, A CENTRAL ANGLE OF 01°51'55" FOR AN ARC DISTANCE OF 19.52 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 29°03'12" EAST, 443.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.158 ACRES.

RECREATION AREA

A PORTION OF BLOCK K, CAPRI ISLES, UNIT 3, AS RECORDED IN PLAT BOOK 22, PAGES 8-8D, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PHASE 1; THENCE N. 24°06'23" E., 48.00 FEET; THENCE S. 65°53'37" E., 16.71 FEET TO THE POINT OF BEGINNING; THENCE N. 24°06'23" E., 20.31 FEET; THENCE N. 60°56'48" E., 31.89 FEET; THENCE S. 65°53'37" E., 22.88 FEET; THENCE S. 24°06'23" W., 11.83 FEET; THENCE S. 65°53'37" E., 25.00 FEET; THENCE S. 24°06'23" W., 34.00 FEET; THENCE N. 65°53'37" W., 67.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.058 ACRES.

PHASE ONE

A PORTION OF BLOCK K, CAPRI ISLES, UNIT 3, AS RECORDED IN PLAT BOOK 22, PAGES 8-8D, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK K; THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CAPRI ISLES BOULEVARD, NORTH 00°56'48" EAST, 215.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE HAVING A RADIUS OF 706.41 FEET, A CENTRAL ANGLE OF 30°00'00" FOR AN ARC DISTANCE OF 369.88 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE NORTH 29°03'12" WEST, 66.66 FEET FOR A POINT OF BEGINNING.

THENCE SOUTH 67°53'31" WEST, 299.24 FEET TO THE WESTERLY LINE OF SAID BLOCK K; THENCE ALONG SAID WESTERLY LINE, NORTH 15°35'23" EAST, 123.53 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE, NORTH 65°53'37" WEST, 281.50 FEET; THENCE NORTH 24°06'23" EAST, 66.50 FEET; THENCE NORTH 60°56'48" EAST, 175.80 FEET; THENCE SOUTH 29°03'12" EAST, 72.23 FEET; THENCE NORTH 60°56'48" EAST, 150.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID CAPRI ISLES BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 29°03'12" EAST, 360.01 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.301 ACRES.

LESS THE RECREATION AREA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF PHASE 1; THENCE N. 24°06'23" E., 48.00 FEET; THENCE S. 65°53'37" E., 16.71 FEET TO THE POINT OF BEGINNING; THENCE N. 24°06'23" E., 20.31 FEET; THENCE N. 60°56'48" E., 31.89 FEET; THENCE S. 65°53'37" E., 22.88 FEET; THENCE S. 24°06'23" W., 11.83 FEET; THENCE S. 65°53'37" E., 25.00 FEET; THENCE S. 24°06'23" W., 34.00 FEET; THENCE N. 65°53'37" W., 67.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.058 ACRES.

PHASE TWO

A PORTION OF BLOCK K, CAPRI ISLES, UNIT 3, AS RECORDED IN PLAT BOOK 22, PAGES 8-8D, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID BLOCK K; THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF CAPRI ISLES BOULEVARD, NORTH 00°56'48" EAST, 215.92 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE HAVING A RADIUS OF 706.41 FEET, A CENTRAL ANGLE OF 30°00'00" FOR AN ARC DISTANCE OF 369.88 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE NORTH 29°03'12" WEST, 426.67 FEET FOR A POINT OF BEGINNING.

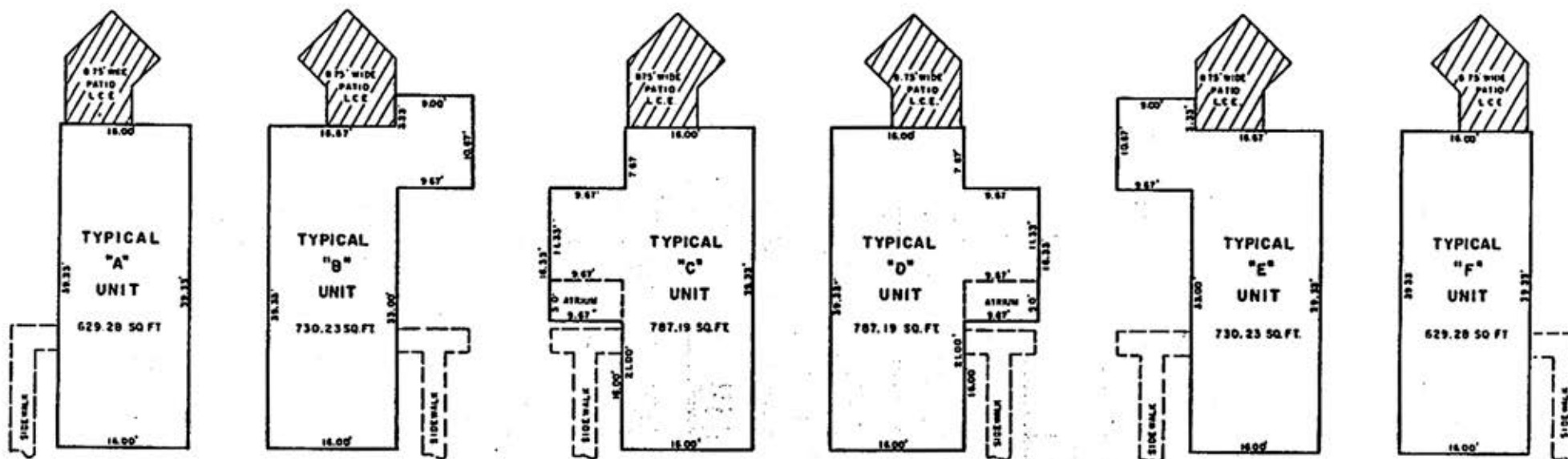
THENCE SOUTH 60°56'48" WEST, 150.00 FEET; THENCE NORTH 29°03'12" WEST, 79.23 FEET; THENCE SOUTH 60°56'48" WEST, 175.80 FEET; THENCE SOUTH 24°06'23" WEST, 66.50 FEET TO THE WESTERLY LINE OF SAID BLOCK K; THENCE ALONG SAID WESTERLY LINE, NORTH 65°53'37" WEST, 185.38 FEET; THENCE NORTH 24°06'23" EAST, 167.00 FEET; THENCE NORTH 60°56'48" EAST, 61.00 FEET; THENCE SOUTH 29°03'12" EAST, 72.50 FEET; THENCE NORTH 60°56'48" EAST, 136.00 FEET; THENCE NORTH 29°03'12" WEST, 98.50 FEET; THENCE NORTH 60°56'48" EAST, 72.00 FEET; THENCE SOUTH 29°03'12" EAST, 161.00 FEET; THENCE NORTH 60°56'48" EAST, 87.00 FEET TO THE INTERSECTION WITH A CURVE TO THE LEFT WHOSE CENTER BEARS NORTH 62°40'43" EAST, AND TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID CAPRI ISLES BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 599.50 FEET, A CENTRAL ANGLE OF 01°51'55" FOR AN ARC DISTANCE OF 19.52 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE, SOUTH 29°03'12" EAST, 83.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.777 ACRES.

EDWARD A. REDINGTON & ASSOCIATES, INC.

Consulting Engineers & Land Surveyors & Planners
1670 Main St. — Sarasota, Florida 34237

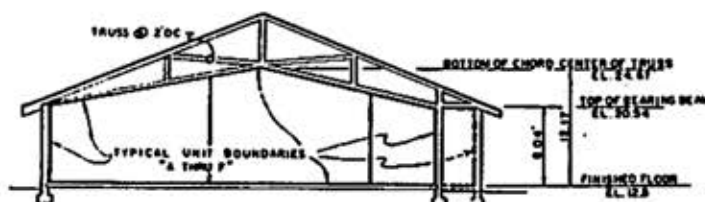
GREENVIEW VILLAS I

A CONDOMINIUM IN SECTION 4, TOWNSHIP 39 S., RANGE 19 E.,
SARASOTA COUNTY, FLORIDA



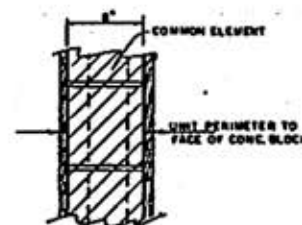
TYPICAL UNITS & LIMITED COMMON ELEMENTS

SCALE: 1" = 10'



TYPICAL CROSS-SECTION

SCALE: 1" = 10'



TYPICAL COMMON WALL SECTION

1. EACH CONDOMINIUM UNIT IS IDENTIFIED BY A LETTER AND/OR NUMBER AS SHOWN HEREON.
2. THIS CONDOMINIUM PLAT IS SUBJECT TO ALL THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM TO WHICH THIS PLAT IS ATTACHED AS EXHIBIT "A".
3. A UNIT SHALL CONSIST OF SPACE BOUNDED BY A VERTICAL PROJECTION OF THE RESPECTIVE UNIT BOUNDARY LINES SHOWN HEREON REPRESENTING THE INSIDE OF THE UNFINISHED SURFACE OF THE INSIDE WALLS AND A HORIZONTAL PROJECTION REPRESENTING THE PLANES OF THE UPPER SURFACE OF THE UNFINISHED CONCRETE SLABS SERVING AS UNIT FLOORS AND THE INTERSECTING PLANES OF THE LOWER SURFACE OF THE UNFINISHED BOTTOM CHORD OF THE ENGINEERED TRUSS CONSTRUCTION AND SHALL INCLUDE WINDOWS, WINDOW SILLS, AND DOORS, WHETHER INDICATED ON THE PLAT OR NOT.
4. SUBJECT TO EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITY SERVICES TO UNITS AND THE COMMON LIMITED ELEMENTS.
5. CONCRETE PATIOS SHALL BE LIMITED COMMON ELEMENTS RESERVED TO THE EXCLUSIVE USE OF UNITS TO WHICH THEY ARE ADJACENT.
6. ALL UNIT BOUNDARY ANGLES ARE 90° EXCEPT WHEN SHOWN OTHERWISE.
7. ELEVATIONS SHOWN REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929.
8. BEARINGS DESCRIBED AND SHOWN REFER TO PLAT OF CAPRI ISLES, BLOCK K, UNIT 3, AS RECORDED IN PLAT BOOK 22, PAGES 8-8D.
9. ALL AREAS OUTSIDE UNIT PERIMETER ARE COMMON OR LIMITED COMMON ELEMENTS.
10. RECREATION AREA CONSISTS OF PUMP HOUSE, BATH HOUSE, POOL DECK AND POOL.

CERTIFICATION

THE UNDERSIGNED, A LAND SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN HEREON IS PROPOSED.

EDWARD A. REDINGTON & ASSOCIATES, INC.

BY
REGISTERED LAND SURVEYOR

EDWARD A. REDINGTON & ASSOCIATES, INC.

CONDOMINIUM PLAT OF SARASOTA COUNTY, FLORIDA

Post-It Fax Note 7671

Date 9/16

From Golden Brown

To Bernice Archer

Co. Dept.

Phone #

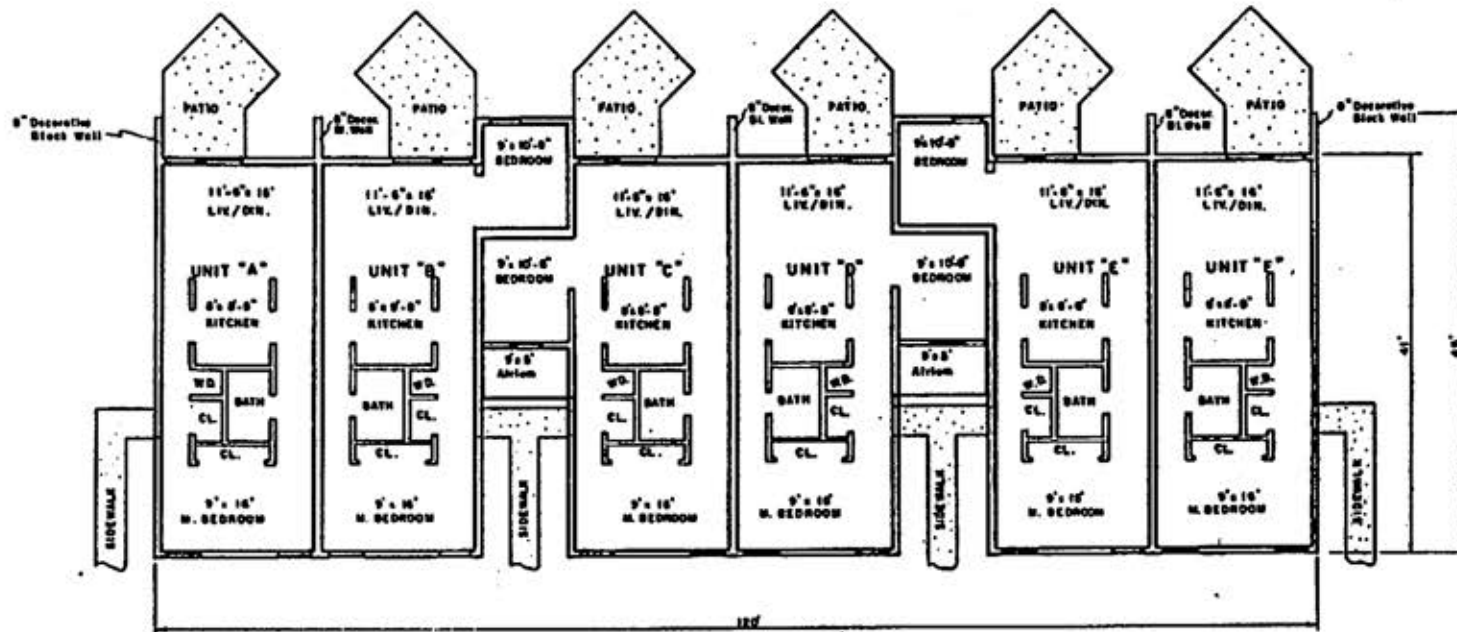
Fax #

Phone #

Fax #

GREENVIEW VILLAS I

A CONDOMINIUM IN SECTION 4, TOWNSHIP 39 S., RANGE 19 E.,
SARASOTA COUNTY, FLORIDA



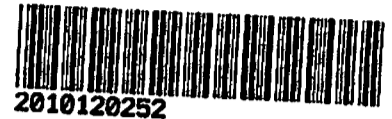
TYPICAL BUILDING

SCALE: 1" = 10'

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2010120252 6 PGS
2010 OCT 01 10:22 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
KONESS Receipt#1320557

✓ This instrument prepared by:
Sharon S. Vander Wulp, Esq.
712 Shamrock Blvd.
Venice, FL 34293

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
GREENVIEW VILLAS I, a condominium



GREENVIEW VILLAS CONDOMINIUM ASSOCIATION, INC., its address being 1025 Capri Isles Blvd., Venice, FL 34292, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of GREENVIEW VILLAS I, a condominium, is recorded in Official Record Book 1538, Page 1485, et seq, as amended, of the Public Records of Sarasota County, Florida. The following amendments to the Declaration of Condominium were submitted to the entire membership of the Association at its meeting called and held on the 20th day of April, 2010, and approved by affirmative vote in excess of 2/3rds of the total voting interests of the entire membership of Association as required by the Declaration of Condominium. Attached hereto is the consent of an Institutional First Mortgagee as required by Article 15. Recorded together with this Certificate of Amendment is the Affidavit required by Chapter 718.110(11), Florida Statutes.

1. Article 15, Rights of Institutional First Mortgagees, is hereby amended to read as follows:

15. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. Notwithstanding any provision of this Declaration, the written consent of all savings and loan associations, banks, and insurance companies, any other similar type of lender, including the Federal National Mortgage Association (FNMA), which makes or purchases mortgages in the ordinary course of business is generally recognized as an institutional-type lender or their subsidiaries or affiliates holding first mortgages as upon any of the condominium units (herein sometimes referred to as "institutional first mortgagees") shall not be required to modify or amend as aforesaid; provided, however, that the consent of first institutional mortgagees shall be required to so amend for the following purposes:

- (1) any change in the percentage of ownership of the common surplus;
 - (2) any change in the percentage of participation in the common expense or assessments;
 - (3) any change in the voting rights;
 - (4) prior to the termination of the condominium;
 - (5) prior to the partition or subdivision of any unit; or prior to the abandonment, partition, subdivision, encumbrance, sale or transfer of the common elements;
- which consent shall not be unreasonably withheld.

~~be first obtained prior to any amendments to this Declaration (except amendments for the purpose of adding subsequent phases as provided herein). The Articles of Incorporation, or the Bylaws, prior to the termination of the condominium; prior to the partition or subdivision of any unit; or prior to the abandonment, partition, subdivision, encumbrances, sale or transfer of the common elements. Such institutional first mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours and, upon written request to the Association, shall be furnished written notification by the Association of any default by the mortgagor of a unit in the performance of such mortgagor's obligations under this Declaration or the Bylaws which are not cured within 30 days. Such institutional first mortgagees who obtain title to a unit through mortgage foreclosure or acceptance of deed in lieu of foreclosure shall not be liable for the share of common expenses assessed to such unit prior to the acquisition of such title, unless such share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage. Such mortgagee shall pay all common expenses assessed to such unit which shall come due during the period the unit is owned by the mortgagee, however. Unit owners, mortgagees, and guarantors, or their authorized representatives shall have access to the records of the Association at all reasonable times.~~

2. Article 22, Amendments, is hereby amended to read as follows:

22. Amendments.

22.1 Amendments. Except as otherwise specifically provided herein, this Declaration of Condominium may be amended only in the manner hereinafter set forth.

22.2 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 to be considered.

22.3 Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by at least twenty percent (20%) of the members of the Association.

22.4 Vote. Members not present in person or by proxy at the meetings considering the amendment may express their vote in writing, by limited proxy, providing such vote is delivered to

the Secretary at or prior to the meeting. An affirmative vote of not less than two-thirds (2/3) of the Members who cast a vote, in person or by proxy, at a properly called Members' Meeting. Members not present in person at the Members' Meeting considering the amendment, may express their approval in writing, by limited proxy, provided such proxy vote is delivered to the Secretary prior to the Members' Meeting.

22.5 Limitation on Amendment. No amendment shall discriminate against any unit owner nor against any unit or class or groups of units unless the unit Owners so affected shall consent.

22.6 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 officers of the Association with all 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 Sarasota County, Florida.

~~This Declaration may be amended at any time by affirmative vote of two thirds (2/3rds) of all voting rights of all unit owners in GREENVIEW VILLAS I, a condominium, except that provisions relating to percentage of ownership and sharing of common expenses, rights of Developer, termination of the condominium, and the voting rights of members may be amended only with written consent of all persons adversely affected thereby (except amendments which add subsequent phases as provided hereinabove). The Articles of Incorporation and the Bylaws may be amended by a simple majority vote of all voting rights of all members of the Association; and, to that extent, this Declaration may be amended with two thirds (2/3rds) vote. No amendment shall be effective unless it be in writing, executed by the President or Vice President and attested to by the Secretary of the Association with the formalities required for conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County. It will not be necessary for the individual unit owners or holders of recorded liens thereon (except institutional first mortgage holders as herein provided) to join in the execution of any amendment, and the execution of any amendments by the President or Vice President and attested by the Secretary of the Association as provided herein shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of the Declaration, the Articles of Incorporation and the Bylaws. Until such time as Developer shall have conveyed title to all units of all phases of GREENVIEW VILLAS, no amendments to the Declaration of Condominium, Articles of Incorporation, or Bylaws shall be effective without its written consent. By acceptance of the deed to a condominium unit, the grantee agrees for himself, his heirs, successors and assigns and the holders of any mortgages, liens, or other interests in or to any unit, that Developer shall have the right and irrevocable power to amend this Declaration and the exhibits recorded herewith as may be necessary or desirable from time to time prior to the conveyance of all units in all phases by Developer to (a) identify, locate and dimension any units which are not completed at the date of this Declaration; (b) to correct any errors or omissions in the Declaration or any exhibits hereto; (c) to make the documents comply with the requirements of any statutory provisions or any state and federal rules or regulations or County ordinances; or (d) to gain acceptance or approval of any institutional mortgage lender or a title insurer. Such amendment shall be executed by the Developer with written consent of all institutional first mortgagees, and joinder or further consent of the individual unit owners or holders of recorded liens or other interests herein or thereon shall not be required. All amendments shall take effect immediately upon recordation in the Public Records of Sarasota County, Florida.~~

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 4 day of May, 2010.

WITNESSES:

GREENVIEW VILLAS CONDOMINIUM
ASSOCIATION, INC.

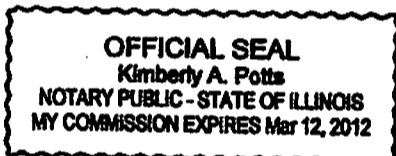
[Signature]
[Signature]

By: Mark L. Tower
MARK L. TOWER, President

STATE OF ILLINOIS
COUNTY OF McLean

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Mark L. Tower, as President of GREENVIEW VILLAS CONDOMINIUM ASSOCIATION, INC., and he acknowledged before me that he is such an officer of said corporation; and he executed the foregoing Certificate of Amendment to the Declaration of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that he is authorized to execute said Certificate of Amendment to the Declaration of Condominium and that the execution thereof is the free act and deed of said corporation. He is personally known to me or has produced a driver's license as identification and did not take an oath.

WITNESS my hand and official seal, this 4 day of May, 2010.



Kimberly A. Potts
Printed Name of Notary
[Signature]
Notary Public
Commission # 415358

My Commission Expires: 3-12-2012

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 27th day of April, 2010.

WITNESSES:

GREENVIEW VILLAS CONDOMINIUM
ASSOCIATION, INC.

Sharon S. Vander Wulp

Sharon S. Vander Wulp

Lisa M. Guttman

LISA M. GUTTMAN

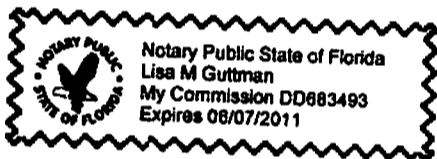
By: Adrian Vanden Berg

Adrian Vanden Berg, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Adrian Vanden Berg, as Secretary, of GREENVIEW VILLAS CONDOMINIUM ASSOCIATION, INC., and he acknowledged before me that he is such an officer of said corporation; and he executed the foregoing Certificate of Amendment to the Declaration of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that he is authorized to execute said Certificate of Amendment to the Declaration of Condominium and that the execution thereof is the free act and deed of said corporation. He is personally known to me or has produced a driver's license as identification and did not take an oath.

WITNESS my hand and official seal, this 27th day of April, 2010.



Lisa M. Guttman
Printed Name of Notary:
LISA M. GUTTMAN
Notary Public
Commission # _____

My Commission Expires:

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2010143473 5 PGS
2010 NOV 29 10:17 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
KONESS Receipt#1337065

This instrument prepared by:
Sharon S. Vander Wulp
Attorney at Law
712 Shamrock Blvd.
Venice, FL 34293

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
GREENVIEW VILLAS I, A Condominium



Greenview Villas Condominium Association, Inc., its address being c/o Jo Ann Irwin, Treasurer, 1025 Capri Isles Blvd., Venice, Florida 34292, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of Greenview Villas I is recorded in Official Records Book 1538, Page 1485, et seq, of the Public Records of Sarasota County, Florida. The following amendment to the Declaration of Condominium was submitted to the entire membership of the Association at its meeting called and held on the 12th day of November, 2010, and approved by affirmative vote of not less than 2/3rds of the Members, in person or by proxy, as required by the Declaration of Condominium.

Article 12, Restrictions Upon Use, paragraph (q), Lease, is hereby amended to read as follows:

12. Restrictions Upon Use. No owner, tenant, or other occupant of a condominium unit shall:

(q) Lease. The term lease and rent shall be synonymous as used in this Article; lease shall also refer to rent. The following requirements shall bind Units and Unit Owners regarding leasing:

1. No Owner shall lease less than an entire unit, no unit may be subdivided and partially rented, so that the high quality of this condominium shall be maintained and shall not become a lodging facility for transients.

2. {During the time a unit is leased or occupied by others, the unit owner shall not have the right to use the common elements and facilities except as a guest of a unit owner or lessee.}

3. All tenants shall appear in person, within seven (7) days of occupying the Unit, for a meeting with a Board member(s). The purpose of the meeting is to review the requirements set forth in the condominium governing documents. The Association shall notify the tenant of the meeting date and time. In the event the tenant fails to comply with this requirement, the tenant shall be deemed in violation of this leasing restriction, and the Association has the right to proceed with enforcement action or a fine against the unit owner for this violation.

4. In no event shall a unit be leased for a term of less than thirty (30) consecutive days, nor for a term of more than nine (9) months. No tenant is permitted to occupy a unit for back to back consecutive lease terms.

5. Prior to leasing or renting the unit, the unit owner shall obtain written approval for the lease from the Association as provided for in Article 13 of this Declaration.

6. Entire units only may be rented.

7. Unit occupancy shall only be by the lessee, his family and guests. No more than four (4) persons are permitted to occupy a leased unit at any one time.

8. Occupancy of a unit by a person or persons, except the spouse of an owner, or the parents, children, grandchildren or siblings of either the owner or his spouse, when the record owner is not in residence, shall be treated as a lease.

9. Guests of tenants must be registered with the Association. The maximum stay for guests of tenants is fourteen (14) days. Guests of tenants may not use the unit except when the tenant is also in residence.

10. Each occupant in a leased unit shall register with the Association office and complete the required Association application forms.

11. Pursuant to Florida law, no unit owner shall be permitted to lease a unit unless all assessments, including but not limited to regular quarterly assessments or special assessments due and owing at the time of the lease are paid in full.

12. No unit owner shall lease his unit in the event it is determined by the Board of Directors that the unit is in violation of the requirements set forth in the condominium governing documents.

13. All unit owners who hold record title to a unit in this condominium as of the date this restriction is recorded in the Public Records of Sarasota County, Florida may continue to lease their unit according to the leasing restrictions as originally contained in this Declaration. However, upon the transfer of title to this unit following that date, the leasing restriction stated above shall be effective and enforceable for that unit and its unit owner.

Article 13. Sale, Lease, Transfer or Occupancy of Unit, paragraph (c) is hereby amended, to read as follows:

13. Sale, Lease, Transfer or Occupancy of Unit. In order to assure a community of congenial residents and occupants and protect the value of the apartments and to further the continuous and harmonious development of the condominium community, the sale, lease, transfer, and occupation of the unit shall be subject to the following provisions, which shall be covenants running with the lands so long as the condominium property shall be subject to the condominium form of ownership under the laws of the State of Florida:

c) No sale, transfer, lease, or occupation of a condominium unit shall be valid without the approval of the condominium Association, except in the cases elsewhere provided in this Declaration, which approval shall not be unreasonably withheld. Approval shall be in recordable form, signed by an executive officer of the Association and shall be delivered to the purchaser or lessee. ~~In the event the Association rejects a prospective purchaser or tenant, the Association shall provide a substitute purchaser or tenant within thirty (30) days, upon the same terms and conditions as set forth in the proposed transfer that was rejected by the Association.~~

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 18th day of November, 2010.

GREENVIEW VILLAS CONDOMINIUM
ASSOCIATION, INC.

By: Mark L. Tower
Mark L. Tower, President

WITNESSES:

[Signature]
Printed Name: Fyan Collins

[Signature]
Printed Name: Steve Greese

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Ohio at large, personally appeared Mark L. Tower, as President of Greenview Villas Condominium Association, Inc., and he acknowledged before me that he is such officer of said corporation; and he executed the foregoing Certificate of Amendment of Declaration Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that he is authorized to execute said Certificate of Amendment to the Declaration of Condominium and that the execution thereof is the free act and deed of said corporation. He is personally known to me or has produced his driver's license as identification and did not take an oath.

18th WITNESS my hand and official seal at Franklin County, this day of November, 2010.

Alison R. Lathey
Printed Name of Notary: Alison R. Lathey
Notary Public
Commission # 2010-22-336964

My Commission Expires: 7/2/2015



ALISON R. LATHEY
Notary Public, State of Ohio
My Comm. Expires 07-02-2015

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its Treasurer, this 23rd day of November, 2010.

ATTEST:

GREENVIEW VILLAS CONDOMINIUM
ASSOCIATION, INC.

By: Jo Ann Irwin
Jo Ann Irwin, Treasurer

WITNESSES:

Kayla Tomory
Printed Name: Kayla Tomory

Susan Wabrek
Printed Name: Susan Wabrek

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Jo Ann Irwin, as Treasurer, Greenview Villas Condominium Association, Inc., and she acknowledged before me that she is such officer of said corporation; and she executed the foregoing Certificate of Amendment of Declaration Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that she is authorized to execute said Certificate of Amendment to the Declaration of Condominium and that the execution thereof is the free act and deed of said corporation. She is personally known to me or has produced her driver's license as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota County, this 23rd day of November, 2010.

Susan Wabrek
Printed Name of Notary:
Susan Wabrek
Notary Public
Commission # _____

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Susan Wabrek
Commission #DD661425
Expires: MAY 29, 2011
BONDED THIRD ATLANTIC BONDING CO., INC.