

DECLARATION OF CONDOMINIUM

OF

CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM

ARTICLE I

OR 620 PG 1205

SUBMISSION STATEMENT

GENERAL DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in Florida (itself and its successors and assigns, hereinafter sometimes referred to as the "Developer"), hereby states and declares that it is the owner and holder of the fee simple title in and to the real property hereinafter described in Article III hereof (hereinafter referred to as the "Land"), and hereby declares and submits the Land and improvements erected or to be erected thereon (the "Condominium") to the condominium form of ownership pursuant to Chapter 718, Florida Statutes, The Condominium Act, currently in effect (hereinafter referred to as "The Condominium Act"), upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth, and except as expressly otherwise provided in this Declaration of Condominium and Exhibits thereto, as they may be amended from time to time. The provisions of The Condominium Act as now constituted, including the definitions therein contained, are adopted and included herein as a part hereof by express reference unless specifically otherwise provided.

ARTICLE II

NAME

DECLARATION OF CONDOMINIUM - BOOK 1, PAGE 32A
[Signature] AC.

The name by which this Condominium is to be known and identified is: CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM.

ARTICLE III

LAND

The legal description of the real property included in the Condominium and submitted herewith to the condominium form of ownership is as follows:

That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

BEGINNING at the Southeasterly corner of "RALEIGH HOUSE OF PORT CHARLOTTE" a Condominium as recorded in Condominium Book 1 Pages 32A through 32B of the Public Records of Charlotte County, Florida, THENCE, bear N89°50'39"W, along the Southerly line of said "RALEIGH HOUSE OF PORT CHARLOTTE", and its Westerly extension a distance of 475.66 feet; THENCE, S00°09'21" W, a distance of 163.02 feet;

THENCE, S89°50'39"E, a distance of 40.00 feet;

THENCE, S00°09'21"W, a distance of 159.74 feet to a point on a curve concave to the Northwest having a radius of 605.00 feet, being along the Northerly right-of-way line of Brinson Avenue according to the record plat of "PORT CHARLOTTE PLAZA SECTION TWO", as recorded in Plat Book 7, Pages 67A through 67B, of the said Public Records;

THENCE, from a radial bearing of S16°37'28"E, through said point bear Easterly along the arc of said curve through a central angle of 10°56'18", a distance of 115.50 feet to the point of reverse curve of a curve concave to the Southeast having a radius of 930.00 feet;

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THENCE, Northeasterly and Easterly along the arc of said curve through a central angle of 21°13'01", a distance of 344.38 feet;

THENCE, from a radial bearing of N6°20'45"W, bear N00°41'21"E, a distance of 178.36 feet to the POINT OF BEGINNING.

Containing 2.53 acres, more or less.

Bearings as mentioned herein are based on the said record plat of "RALEIGH HOUSE OF PORT CHARLOTTE".

Together with improvements now or hereafter located thereon;

SUBJECT TO: Reservations, conditions, restrictions, limitations, rights-of-way and easements of record or created by this Declaration of Condominium.

The ingress and egress easements identified on and shown by the dashed lines, on Sheet i of the Survey, Plot Plan and Graphic Description of Improvements, described in Article V of this Declaration, and constituting Exhibit 1 to this Declaration, are reserved for the use and benefit of the Developer, the duly constituted public authorities and such owners and/or occupants of any part of the property located within the real estate development commonly known as CHARLOTTE SQUARE (hereinafter described) and their servants, employees and lawful guests, as the Developer, from time to time, may appoint or designate in accordance with Paragraph D in Article xxx of this Declaration of Condominium.

CHARLOTTE SQUARE is the property described on Sheet 4 of Exhibit 1 attached hereto and made a part hereof. CHARLOTTE SQUARE is comprised of nine existing condominiums (having a total of 368 apartments), and in addition, CHARLOTTE SQUARE contains recreation facilities which serve all the developments in CHARLOTTE SQUARE, now or hereafter constructed.

ARTICLE IV

IDENTIFICATION OF UNITS

The Condominium property consists of the Land, all easements and rights appurtenant thereto, together with the buildings and other improvements now or hereafter constructed thereon, which includes the Units, Common Elements and Limited Common Elements. In addition, the Condominium Property shall include as a Common Element, any interest in real or personal property owned or acquired by the Association (hereinafter defined in accordance with the provisions of Section 718.114 of The Condominium Act. The principal improvement on the real property submitted herewith to Condominium ownership consists of a three-story apartment building having forty-eight residential Units, an office, an outer lobby, an inner lobby on each floor, a social room, a laundry room, storage rooms and outdoor parking for seventy-two cars. Each Unit is identified by three numbers. The first digit identifies the floor (first, second or third) and the next two digits identify the particular Unit. There are sixteen Units on the ground (or first) floor (numbered 101 through 116 inclusive), sixteen Units on the second floor (numbered 201 through 216 inclusive), and sixteen Units on the third floor (numbered 301 through 316 inclusive).

Units numbered 107, 108, 115, 116, 207, 208, 215, 216, 307, 308, 315 and 316 each contain one bedroom and one bathroom in addition to other living areas described in the Survey, Plot Plan and Graphic Description of Improvements, attached hereto as Exhibit 1 and made a part hereof; Units 101 through 106, 109 through 114, 201 through 206, 209 through 214, 301 through 306 and 309 through 314 each contain two bedrooms and two bathrooms, in addition to other living areas described on the Survey Plot Plan and Graphic Description of Improvements, Exhibit 1 hereto.

The balcony or patio abutting a Unit is a Limited Common Element appurtenant to the Unit which it abuts, the use of which is restricted to the Unit to which it is appurtenant. Maintenance and upkeep of each balcony or patio shall be the exclusive responsibility of the Unit Owner or Owners to which that balcony or patio shall be appurtenant. The areas, rooms and spaces which are not within the boundaries of a Unit are Common Elements or Limited Common Elements and shall be used, occupied, dealt with and managed as provided for in The Condominium Act and hereinafter in this Declaration of Condominium.

A. Each Unit shall have as its boundary lines the interior unpainted unfinished surfaces of the ceiling, floor and perimeter walls. All bearing walls located within a Unit constitute part of the Common Elements up to the unpainted, unfinished surface of said walls. All doors, whether of glass or other material, which are in the perimeter walls of a Unit shall be deemed a part of the Unit up to the exterior unfinished surface thereof.

B. The boundary lines of each balcony or patio are the interior vertical surfaces thereof and the exterior unpainted unfinished surface of the perimeter balustrade or railing abutting the patio or balcony, or, if said patio or balcony is enclosed, the exterior unfinished surface of the perimeter wall and the interior unfinished surfaces of the floor and ceiling of said patio or balcony.

C. Each Condominium Parcel includes the undivided interest of each Unit Owner in and to the Common Elements (and Common Surplus and responsibility for Common Expenses), it being understood that all conduits and wires up to their outlets and all other utility lines and pipes up to their outlets, regardless of location, constitute parts of the Common Elements. Each Condominium Parcel includes the Condominium Unit together with the undivided share in the Common Elements which is appurtenant to that Unit and the interest of each Unit in any Limited Common Elements appurtenant to that Unit such as balconies, patios, storage space use and parking space use. The terms Condominium Parcel and Unit are used interchangeably herein and in the Exhibits hereto, except as the context may otherwise distinguish between them.

ARTICLE V

SURVEY, PLOT PLAN AND

GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. There is attached hereto as an Exhibit and made a part hereof, and recorded simultaneously herewith, a Survey, Plot Plan and Graphic Description of the Improvements mentioned above, showing the Units, Common Elements and Limited Common Elements, their location and approximate dimensions in sufficient detail to identify them, and said Survey, Plot Plan and Graphic Description of Improvements and the notes and legends appearing thereon are made a part hereof and shall be deemed and identified as Exhibit 1 to this Declaration.

Exhibit 1 hereto has been or will be certified to, in the manner required by Section 718.104 (4) (c) of the Florida Statutes, The Condominium Act.

OR 620 PG 1208

B. Limited Common Elements shall include balconies, patios, the right to the exclusive use of parking spaces and storage spaces, all as identified on Exhibit 1 hereto. The storage spaces and parking spaces are not assigned to specific Units in this Declaration. The Developer and thereafter the Association (hereinafter defined in Article VII) shall distribute and attribute the use of aforementioned storage spaces and parking spaces to the Units as hereinafter provided:

(1) Storage spaces are constructed of chicken wire and wood partitioning in locations indicated on Exhibit 1 hereto. They are numbered from 1 to 48. It shall not be necessary that the designation of the storage space attributable to a Unit be recorded among the Public Records.

(2) Storage spaces shall be designated by the Developer in conjunction with the sale or conveyance of a Unit and a master plan of such designations shall be notarized and filed with the Association by the Developer. The use of one storage space shall be assigned to each Unit. The use of storage spaces shall be Limited Common Elements appurtenant to the Units to which assigned and can be changed only with the consent of the Unit Owner.

(3) Parking spaces reflected on the Survey, Plot Plan and Graphic Description of Improvements, Exhibit 1 hereto, have been numbered with identifying numbers 1 through 72; with 16 spaces designated by an "H" reserved for use by the handicapped. The parking spaces designated for use by the handicapped are not to be permanently assigned unless permitted by law and references herein to the assignment of parking spaces shall not mean or refer to such spaces. The use of parking spaces shall constitute Limited Common Elements appurtenant to the Units to which such use shall be assigned in the manner hereinafter provided and once assigned may only be changed as herein provided. The Developer shall assign the exclusive use of one or more parking spaces in this Condominium to each Unit and shall file a notarized master parking plan with the records of the Association indicating the assignment of the exclusive use of parking spaces. Separate designations of parking space shall be delivered to the Unit Owner by the Developer in conjunction with the conveyance of each Unit. The exclusive use of such parking space shall constitute a Limited Common Element appurtenant to the Unit to which it is assigned and may not thereafter be removed as a Limited Common Element appurtenant to said Unit without the written consent of the Owner of that Unit. The Developer (or the Association) in assigning from time to time the exclusive use of the various parking spaces to the Condominium Units shall be required to assign or reserve at least the exclusive use of one parking space to or for each Unit. Parking spaces not assigned by the Developer appurtenant to any specific Unit shall thereafter be subject to such use as the Association shall from time to time direct, and may be made available for guest parking. With the approval of a majority of all of the Unit Owners, the Association may designate such spaces for use as Limited Common Elements appurtenant to one or more Units; providing that such designation is executed with the formality required of deeds by the authorized officers of the Association, and sets forth that the approval of a majority of all of the unit Owners to such designation was obtained at a meeting of Unit Owners called at least in part for such purpose, or by written consent of a majority of Unit Owners on file with the Association's records, either of which procedures shall be valid for the purposes mentioned herein. From and after the filing of such designation with the permanent records of the Association, the use of the subject parking space or spaces shall become Limited Common Elements appurtenant to the Unit or Units to which they have been so assigned to the same effect with the same results as if such designation had been made by the Developer.

Until the Developer shall, in whole or in part, relinquish the right to designate the storage and parking spaces or until the Developer has designated with respect to all unsold Units retained by the Developer or owned by the Developer the required number of parking and storage spaces, the Association shall not exercise the rights and authorities herein granted to the Association in respect of parking, but all such rights shall be exclusively exercisable by the Developer. The Developer may at any time by an instrument in writing delivered to the Association relinquish in whole or in part any of its rights herein relative to the designation of parking and storage spaces. This Article V may not be amended without the written consent of the Developer during such period of time as the Developer shall have any rights hereunder to designate parking spaces or storage spaces.

ARTICLE VI

OR 620 PG 1209

UNDIVIDED SHARES IN THE COMMON ELEMENTS AND SHARE IN THE COMMON EXPENSES AND COMMON SURPLUS APPURTENANT TO EACH UNIT

A. Each Unit shall have as an appurtenance thereto an undivided share in the Common Elements and shall bear the Common Expenses and share in the Common Surplus in the proportions set forth in Exhibit 2 attached hereto and made a part hereof.

B. In the event of termination of the condominium form of ownership of the Land and improvements thereon, the Condominium Property shall be owned in common by the Unit Owners in the same proportions that they owned the Common Elements.

ARTICLE VII

CONDOMINIUM ASSOCIATION

The Condominium Association responsible for the operation of this Condominium is CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC., a Florida non-profit corporation (the "Association"). The Association shall have all the powers, rights and duties set forth in this Declaration, the By-laws, the Articles of Incorporation of the Association and The Condominium Act, as it may be amended from time to time to expand such powers. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit 3 and made a part hereof. Amendments to the Articles of Incorporation shall be valid when adopted in accordance with its provision for amendment and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as amended from time to time. Article X of this Declaration regarding amendments to this Declaration shall not pertain to amendments to the Articles of Incorporation of the Association, except that once amended the amended Articles shall be recorded among the Public Records as an Amendment to the Declaration, if, and as required by law.

ARTICLE VIII

BY-LAWS

The operation of the Condominium Property shall be governed by the Bylaws of the Association, which Bylaws are annexed to this Declaration as Exhibit 4 and made a part hereof. The Bylaws may be amended as therein provided and shall constitute an amendment to the Declaration once amended. A copy of the amendment shall be recorded in the Public Records as an amendment to this Declaration, if and as required by law.

ARTICLE IX
MEMBERSHIP IN THE CONDOMINIUM ASSOCIATION
AND
VOTING RIGHTS OF UNIT OWNERS

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Every owner of a Unit, whether he has acquired title by purchase from the Developer, the Developer's grantee, successor or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the Association described in Article VI hereinabove and does hereby agree to be bound by this Declaration, the Bylaws and Articles of Incorporation of the Association and the rules and regulations enacted pursuant thereto and the provisions and requirements of The Condominium Act. Membership is automatic upon acquisition of ownership of a Unit and may not be transferred apart and separate from a transfer of the ownership of a Unit. Membership shall automatically terminate upon sale or transfer of the Unit, whether voluntary or involuntary.

The owner of every Unit shall accept ownership of said Unit subject to restrictions, easements, reservations, conditions, limitations and rights-of-way now of record and affecting the Land and improvements constituting the Condominium Property.

Subject to the provisions and restrictions set forth in the Bylaws and Articles of Incorporation of the Association, each Unit Owner is entitled to one (1) vote in the Association for each Unit owned. Voting rights and qualifications of voters and membership in the Association are more fully stated, qualified and determined by the provisions of the Articles of Incorporation of the Association and by its Bylaws.

ARTICLE X
AMENDMENT TO DECLARATION

A. Except as elsewhere provided in this Declaration, this Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the Unit Owners of the Condominium called in accordance with the Bylaws, at which a quorum is present. An amendment may be adopted by the affirmative vote of a majority of all of the Unit Owners entitled to vote at meetings of members and while the Developer is entitled to appoint all of the Directors of the Association, as provided in the Articles of Incorporation and the Bylaws of the Association, the Developer may amend this Declaration in any respect without the consent of the Unit Owner, as long as such amendment shall not directly adversely affect any Units not owned by the Developer. Any amendment shall be duly recorded in compliance with requirements of The Condominium Act. No amendment adopted by members (as distinguished from the Developer) shall change any Unit nor the share of the Common Elements, Common Expenses or Common Surplus attributable to any Unit, nor the voting rights appurtenant to any Unit, unless the record owners or owner of such affected Unit and all record owners of liens upon such Unit or Units shall join in the execution of such amendments, and as otherwise may be required by law.

B. No amendment or change to this Declaration or to the Articles of Incorporation or the Bylaws shall be effective to affect or impair the validity or priority of any mortgage encumbering a Unit or Units without the written consent thereto by all of the mortgagees owning and holding the mortgage or mortgages encumbering that Unit, which consent shall be executed with the formalities required for deeds and recorded with the aforesaid amendment.

ARTICLE XI
PURPOSE AND USE RESTRICTIONS

Units shall be used and occupied by the respective owners thereof as private single-family residences for themselves

their families, employees, and social guests in occupancy with them, and for no other purpose, except where specific exceptions are made in this Declaration.

OR 620 PG 1211

In order to provide for a congenial occupation of the Condominium and to provide for the protection of the value of the Units, the use of the Condominium Property shall be restricted to and be in accordance with the following provisions:

A. The Units shall be used for single-family residences only.

B. The Common Elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the Unit Owners, and subject to such regulation by rules and bylaws as may in the opinion of the Association achieve the maximum beneficial use thereof.

C. Persons who are not eighteen years of age or older shall not be permitted to reside in a Unit, nor to use the recreation facilities of the Condominium unless under the supervision of an adult except to the extent that under such conditions as the Association may provide by regulation.

D. No nuisance shall be allowed upon the Condominium Property, nor shall any practice be allowed which is a source of annoyance to residents, or which will interfere with the peaceful possession and proper use of the Condominium Property by its residents.

E. No Unit Owner shall permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property.

F. No immoral, improper, offensive, or unlawful use shall be made of the Condominium Property or of any Unit, or any part thereof.

G. No "For Sale" or "For Rent" signs or other signs shall be displayed by any individual Unit Owner on his Unit, or any part of the Condominium Property, nor shall any external television or radio antenna be erected upon or affixed to the Condominium Property without the approval of the Association.

H. Regulations concerning use of the Common Elements, and Limited Common Elements, may be promulgated by the Board of Directors of the Association without membership approval. Copies of all additional regulations shall be furnished to all Unit Owners, and need not be approved by the Unit Owners to be effective and enforceable.

I. No pets shall be permitted on or in the Condominium Property or Units without the approval of the Board of Directors of the Association, which approval may be arbitrarily withheld, or as a matter of policy may be denied.

ARTICLE XII

CONVEYANCES

A. In order to assure a community of congenial residents and thus protect the value of the Units, and to further the continuous harmonious development of the Condominium, the sale, lease, and mortgage of Units shall be subject to the following provisions which shall be covenants running with the land so long as the Condominium Property shall be subject to the condominium form of ownership under the laws of the State of Florida.

B. In the event of an attempted conveyance in contravention of the restrictions herein contained, the Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, or by any legal means calculated to produce compliance.

OR 620 PG 1212

c. (1) A Unit Owner, intending to make a bona fide sale or lease of his Unit, or any interest therein, shall give to the Association a written notice of his intention to sell or lease, together with the name and address of the intended purchaser or lessee and a copy of the contract of sale, and such other information as the Association may reasonably require, and the term of the proposed transaction. The fact that a proposed purchaser is a lessee of the Unit or another Unit in the Condominium shall not necessitate approval for sale or subsequent leasing of a Unit to such person. The giving of such notice shall constitute a warranty and representation by the Unit Owner that the Unit Owner believes the proposal to be bona fide, in all respects.

(2) Within twenty (20) days after the receipt of such notice, the Association shall either approve or disapprove of the transaction, and give notice thereof to the Unit Owner desiring to sell or lease. If the Unit Owner's application so requests, upon disapproval, the Association shall furnish a substitute purchaser or lessee approved by the Association (which may be the Association itself). Such substitute purchaser or lessee must be one who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association shall have not less than thirty (30) days subsequent to the date of approval within which to close and such greater time as is provided in the proposed sale contract or lease.

(3) Approval shall be in recordable form signed by an executive officer of the Association, and shall be delivered to the purchaser or lessee and made a part of the conveyancing document.

(4) Failure of the Association to act in twenty (20) days shall be deemed to constitute approval in which event the Association must on demand prepare and deliver approval in recordable form.

(5) The provisions of this Article XII shall apply to subleases, assignments of leases, and to original and all successive transfers, sales, leases, subleases or assignments.

D. No Unit Owner shall sell or lease, nor shall approval be given until and unless all assessments past due are paid, or their payment provided for, to the satisfaction of the Association.

E. If a Unit Owner shall lease his Unit, he shall remain liable for the performance of all of the agreements and covenants in the Condominium documents, and shall be liable for the violations by his lessee of any and all use restrictions.

F. Every purchaser, or lessee, who acquires any interest in a Condominium Parcel, shall acquire the same subject to this Declaration, the provisions of the Articles of Incorporation, and the Bylaws of the Association and the provisions of The Condominium Act.

G. Should any Condominium Parcel at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof, hereinafter called the "Mortgagee", upon becoming the owner of such interest through whatever means, shall have the unqualified right to sell, lease or otherwise dispose of its Unit, including the fee ownership thereof, without complying with the provisions of Paragraphs C and D of this Article XII; provided however, that in all respects,

the provisions of this Declaration, the Bylaws of the Association and the provisions of The Condominium Act, shall be applicable thereto; and provided further that nothing herein contained shall be deemed to allow or cause a severance from the Unit Share of the Common Elements or other appurtenances of said Unit. Once the mortgagee mentioned above has sold, transferred or conveyed his fee simple interest to any person whatsoever, the provisions of Paragraphs C and D shall then again be fully effective with regard to subsequent sales or conveyances of said Unit.

ARTICLE XIII

OR 620 PG 1213

RIGHTS OF HEIRS AND DEVISEES
OF
DECEASED UNIT OWNERS

A. If the Owner of a Condominium Parcel should die and the title to his Unit shall pass to his surviving spouse or to any member of his family regularly in residence with him in the Condominium Parcel prior to his death, who is over the age of eighteen (18) years, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the Unit Owner, the provisions of Article XII of this Declaration notwithstanding.

B. If the title to the Condominium Parcel of such deceased owner shall pass to any person other than a person or persons designated in Paragraph A. above, then within sixty (60) days of such person or persons taking title, occupancy or possession of the Parcel of the deceased owner, he shall advise the Association in writing of his intention to or not to reside in the Unit and of his or their current address. The Association shall have thirty (30) days thereafter to advise said person or persons in writing, delivered or mailed to the said current address, whether or not his or their occupancy and ownership of the Unit is approved. The failure of the Association to give such advice within the said thirty (30) days shall be deemed automatic approval. If the Association does not approve the ownership and/or occupancy of the Unit by said person or persons and so notifies them, said person or persons shall remain in occupancy only until the Association of such person or persons shall have procured a purchaser acceptable to the Association for said Unit at the fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent, or unless challenged by a professionally prepared appraisal of the Unit. The Purchaser may be the Association. The person or persons having title, possession and/or occupancy of said Unit shall execute such papers and documents as the Association may require to effect the transfer of title, possession and occupancy of the Condominium Parcel to such purchaser, and shall deliver possession and occupancy of the Condominium Parcel to such purchaser.

C. Nothing in this Article shall be deemed to reduce, forgive or abate any amounts due the Association from the Unit Owner at the time of his death, nor the assessments attributable to the Unit becoming due after the Unit Owner's death, all of which shall be fully due and payable as if the Unit Owner had not died.

D. Nothing herein shall prevent the sale and transfer of a Condominium Parcel by the Owner thereof in the manner otherwise provided in this Declaration.

ARTICLE XIV

ASSESSMENTS

OR 620 PG 1214

A. The Association, through its Board of Directors, shall have the power to make and collect assessments, and special assessments, and such other assessments as are provided for by The Condominium Act as it may be amended from time to time, this Declaration, the Bylaws and the Articles of Incorporation of the Association.

B. Common Expenses shall include but not be limited to costs and expenses of operation, maintenance and management, property taxes and assessments against the Condominium Property (until such time as any of such taxes and assessments are made against the Condominium Parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the Condominium as a whole or in respect of Association Property), insurance premiums for fire, windstorm and extended coverage insurance on the Condominium real property and Condominium personal property, premiums for public liability insurance and Workmen's Compensation insurance, if required, legal and accounting fees, management fees, operating expenses of the Condominium Property and the Association's Property; maintenance, repairs and replacements (but only as to the Common Elements and Limited Common Elements, except for emergency repairs or replacements deemed necessary to protect the Common Elements and property chargeable to the individual Condominium Parcel concerned), charges for utility and water used in common for the benefit of the Condominium; cleaning and janitor service for the Common Elements and Limited Common Elements, expenses and liabilities incurred by the Association in connection with the enforcement of its rights and duties against the members or others, and the creation of reasonable contingency or reserve for the protection of the members and the Condominium Property (i.e. reserve for replacements and repairs, operating reserve to cover deficiencies in collections), and all other expenses declared by the Board of Directors of the Association to be Common Expenses, from time to time, and any and all other sums due from the Association in respect of the recreational facilities, provided for in Article XXIV hereof.

C. The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein, and may assess sufficient monies from Unit Owners in proportion to their ownership of Common Elements. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors.

D. Should the Association through its Directors at any time determine that the assessments made are not sufficient to pay the Common Expenses, or in the event of emergencies (such as the purchase of a Unit to prevent an undesirable purchaser from becoming a Unit Owner), the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

E. All notices of assessments from the Association to the Unit Owner shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at ten (10%) per cent per annum or such lesser rate as may be approved by the Board of Directors.

F. In the event that assessments levied against any Unit Owner or any installment thereof shall remain unpaid for ninety (90) days or more, then, so long as such delinquent assessments and/or installments are not received by the Association, such

unpaid assessments and/or installments shall be deemed to be a Common Expense of the Association to be paid out of Association reserves or surplus, and in the event said reserves or surplus are exhausted, then by means of a special assessment, as the Board of Directors of the Association shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent Unit Owner to pay the amount of such unpaid assessments to the Association, with interest and expenses of collection, or to pay assessments thereafter becoming due.

OR 620 PG 1215

ARTICLE XV

LIEN OF THE ASSOCIATION

The Association shall have a lien on each Unit for any unpaid assessment, and interest thereon against the Unit Owner of such Unit, as provided in The Condominium Act. In the event such lien is asserted or claimed, the delinquent Unit Owner agrees to pay reasonable attorney's fees sustained by the Association incident to the collection of such unpaid assessment or the enforcement of such lien, and that the said lien shall also secure the payment of such attorney's fees. Said lien shall be effective from and after its recording in accordance with the provisions of The Condominium Act, and shall otherwise be enforceable as provided in The Condominium Act.

ARTICLE XVI

TAXATION

The Condominium Act provides that property taxes and special assessments shall be assessed against and collected on the Condominium Parcels, and not upon the Condominium Property as a whole. Such taxes, when assessed, shall be paid by each Unit Owner, in addition to the payment of such Unit Owner's share of Common Expenses. However, until such procedure is put into effect and operation by the taxing authorities, it is likely that tax bills may be rendered against the entire Condominium Property, including Common Elements and Units. In such case, the tax will be apportioned against each Parcel, according to the percentage of the ownership of Common Elements contained in Exhibit 2, and otherwise shall be treated as a Common Expense. Whenever a tax or assessment is made or levied against the Condominium Property as a whole, instead of against each Parcel, it shall be treated as a Common Expense, in accordance with the provisions of this Article XVI.

ARTICLE XVII

MAINTENANCE AND REPAIR

A. The Owner of each Unit at his own expense shall be responsible for the maintenance of his Unit and all equipment and fixtures therein, including, but not limited to, all air conditioning equipment used in or appurtenant to that Unit, including compressors, whether located in that Unit or on the Common Elements; and must promptly correct any condition which would, if left uncorrected, cause any damage to another Unit, and shall be responsible for any damages caused by his negligent

failure to act. Furthermore, the Owner of each Unit shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to, painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the Unit and the attached balcony or patio, and such Owner shall at his own expense maintain and replace when necessary all screening within or in the perimeter wall of a Unit and/or its attached balcony or patio and all window and plate glass in windows and doors in the perimeter walls of the Unit and attached balcony or patio. Notwithstanding the foregoing maintenance and repair obligation of Unit Owners, the Association, in the exercise of its discretion, may require that Unit Owners conform to established levels of maintenance and upkeep with respect to balconies and patios and may reasonably regulate and control the appearance, painting and decorating and utilization of the balconies and patios. The association may also undertake the painting, maintenance and/or repair of all exterior walls of the Condominium, whether or not falling within a balcony or patio, as part of any overall program of maintenance and repair. Unit Owners will be individually responsible for the maintenance of the electrical system and electrical distribution systems within their own Units from and including the fuse box applicable and servicing the Unit to and including the outlet within the Unit. It shall be the responsibility of the Association to maintain and repair the electrical system and distribution lines up to the individual unit fuse boxes.

B. Except as provided in Paragraph A. above and elsewhere in this Declaration, the Association shall be responsible for the maintenance, repair and operation of the Common Elements and Limited Common Elements of the Condominium. The Association shall have all powers necessary to discharge this responsibility, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration, the Articles of Incorporation and/or the Bylaws of the Association.

ARTICLE XVIII

ALTERATION OF UNITS

A. No Owner of a Unit shall make or cause to be made any structural modifications or alterations in his Unit, or in the water, gas, electrical, plumbing, air conditioning equipment, or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors of the Association determines that such structural alterations or modification would in any manner endanger the building of which the Unit is a part. If the modification or alteration desired by a Unit Owner involves the removal of any permanent interior partition, the Association may permit such removal if the partition is not a load-bearing partition, and if the removal thereof does not interfere with any common utility source. No Unit Owner shall cause any improvements or changes to be made to the exterior of the building of which the Unit is a part, including painting, installation of electric wires, television antennae, hanging plants, shades or screens, or air conditioning units which may protrude through the walls or the roof of the building or in any manner change the appearance of the exterior of the building or any portion not within the Unit, without the written consent of the Association.

B. Provisions of Paragraph A. to the contrary notwithstanding, with the permission of the Association or of the Developer, abutting Units may be physically combined into a single dwelling,

but they shall nevertheless, for all other pertinent purposes, including, but not limited to, assessments, attribution of Common Elements and voting, be deemed separate units. Units which have been or are combined to form one dwelling may be severed into their component Units (separate Units) at any time the Owner of the combined Units so desires. Any construction or modification of the interior of such Units as may be required to effectuate the severance of the combined Units into separate Units shall be subject to the approval of the Board of Directors of the Association, which approval shall not be unreasonably withheld. Such modifications for the combining or severing of combined Units shall in any and all events be accomplished at the sole expense of the Unit Owner or Owners of the combined Units and not at the expense of the Association. Nothing herein shall be deemed to require the Association or the Developer to approve any structural modification which involves the weakening, movement or significant modification of any load-bearing element. Furthermore, nothing herein shall be deemed to require the Association or the Developer to approve any modification which will alter the exterior appearance of the building in which the Units are located.

C. Any alteration in Units owned by the Developer or a successor Developer, as hereinafter defined, shall not require the approval of the Association, but such approval may be given solely by the Developer herein named or by his designee or nominee specifically granted such authority. Provisions of this Paragraph C. may not be amended without the approval in writing of the Developer or the specific designee or nominee of the Developer.

ARTICLE XIX

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the Common Elements, in accordance with the following provisions:

(1) A special meeting of all of the Unit Owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than fourteen (14) days' nor more than thirty (30) days' notice.

(2) A majority of all the Unit Owners shall vote in favor of the proposal in person or by proxy.

(3) The cost of such alteration, improvement or addition shall be assessed and collected as a Common Expense, but each Unit Owner shall bear that portion or share of such cost as is the same as the share of the Common Elements appurtenant to his Unit, as such shares are set forth in Exhibit 2 of this Declaration, except that the Developer may not have to share in such assessment as provided in the Articles of Incorporation.

ARTICLE XX

LIABILITY INSURANCE

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements and Limited Common Elements of the Condominium. The Board of Directors shall collect and enforce the payment of a share of the premium for such insurance from each Unit Owner as an assessment in accordance with the percentages set forth in Article VI, Paragraph B. of this Declaration. Each individual Unit Owner shall be responsible for the purchasing of liability insurance for accidents occurring in

his own Unit. In accordance with the provisions of The Condominium Act, the liability of a Unit Owner for Common Expenses shall be limited to amounts for which he is assessed from time to time in accordance with The Condominium Act, this Declaration and the Articles of Incorporation and the Bylaws of the Association. The Owner of a Unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the Common Elements except as may be provided by law.

A Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. If there shall become available to the Association a program of insurance which will not only insure the Association's liability and the liability of Unit Owners with respect to the Common Elements and Limited Common Elements, but also the liability of individual Unit Owners with respect to the interior of their Units, then the Association may obtain such liability insurance coverage protecting both the Association and the Unit Owner against all liabilities for damage to persons and property whether occurring within or without a Unit, and the premium therefor shall be a Common Expense. If it shall appear that Unit Owners in such a program of insurance are entitled to elect additional coverages or excess coverage above that coverage elected by the Association for all Unit Owners, then the Association may require the individual Unit Owners selecting the excess coverage to pay the reasonable premium for such additional or excess coverage.

ARTICLE XXI

PROVISIONS FOR CASUALTY INSURANCE; PAYMENT OF PROCEEDS; RECONSTRUCTION; INSURANCE TRUSTEE

A. PURCHASE OF INSURANCE. The Board of Directors shall keep the Condominium Property insured against loss or damage by fire and hazards covered by a standard coverage endorsement and such other risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the Condominium Property. The Condominium Property shall include all the buildings erected upon the land, all fixtures and personal property appurtenant thereto owned or used by the Association or constituting part of the Common Elements or Limited Common Elements and all Units contained therein but excluding the interiors of Units and personal property therein. The insurance shall insure the interest of the Association and all Unit Owners and their mortgagees as their interests may appear in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier if such insurance is reasonably available. The Association is authorized to obtain and accept a policy with a deductible clause if the Association cannot reasonably obtain coverage without such a clause. The Board of Directors shall have no liability to the Association, the members or any other person for the failure to obtain insurance without a deductible clause and/or for the failure to obtain insurance in the full amount of the coverage required hereunder if, in good faith, a majority of their whole number shall have determined that such insurance is not reasonably available.

B. ASSURED AND LOSS PAYABLE. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association and all Unit Owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Association. Any sum in excess of \$10,000 shall be

paid to an insurance trustee. An insurance trustee shall be any bank or trust company or other corporate trustee authorized to and doing business in Charlotte County, Florida, designated by the Board of Directors of the Association and approved by a majority of the mortgagees of the Units in the Condominium (the term "majority" meaning the holders of debts secured by first mortgages, the unpaid balance of which is more than one-half (1/2) the unpaid principal balance of all first mortgages on said Units collectively). Said trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums or the sufficiency of premiums nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be responsible only for monies which come into its possession and only for its willful misconduct, bad faith or gross negligence. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the Insurance Trust Agreement between the Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

C. PAYMENT OF PREMIUMS: TRUSTEE'S EXPENSES AND COLLECTION

The Board of Directors shall collect and pay the premiums for casualty insurance and all fees and expenses of the Insurance Trustee as a part of the Common Expenses for which assessments are levied. Each Unit Owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. MANDATORY REPAIR. Unless there occurs substantial damage to or destruction of all or a substantial part of the Condominium Property, as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the Unit Owners shall repair, replace and rebuild the damage caused by casualty loss and pay the costs of the same in full. The Association shall levy assessments in the event insurance proceeds are insufficient for the purpose of repairing, replacing and rebuilding the damage caused by casualty loss, which shall be borne by the Unit Owners in proportion to the shares set forth in Exhibit 2 of this Declaration.

E. DETERMINATION OF DAMAGE AND USE OF PROCEEDS.

(1) Immediately after a casualty causing damage to any part of the Condominium Property, the Board of Administration shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss; provided however, that if a casualty causing damage is limited to a single Unit, then it shall be the responsibility of that Unit Owner to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all Unit Owners for that portion of the deficiency related to Common Elements and Limited Common Elements, in accordance with the percentages set forth in Exhibit 2 of this Declaration, and against the individual Unit Owners for that portion of the deficiency related to individual damaged units; provided, however, that if, in the opinion of the Board of Directors, it is impossible to accurately and adequately determine the portion of the deficiency relating to individual damaged Units, the Board of Directors shall levy the special assessment for the total deficiency against each of the Unit Owners according to the percentages set forth in Exhibit 2 of this Declaration.

(2) Unless there occurs substantial damage to or destruction of all or a substantial portion of the Condominium Property, and the Unit Owners fail to elect to rebuilt and repair as provided in Paragraph F. below, the Insurance Trustee shall disburse the net proceeds and the funds collected by the Board of Directors from the assessment hereinabove set forth to repair and replace any damage or destruction of property, and shall pay any balance remaining to the Unit Owners and their mortgagees, as their interests may appear, and the proceeds of insurance and the funds collected by the Board of Directors from the assessments as hereinabove provided shall be held by the Insurance Trustee in trust for the use and purposes herein provided. The Insurance Trustee shall have no obligation or duty to see that the repairs, reconstruction or replacements required hereunder are performed or accomplished, but such duty shall be the Association's.

F. TOTAL DESTRUCTION. As used in this Declaration, and in any other connection or context dealing with this Condominium, the term "substantial damage to or destruction of all or a substantial portion of the Condominium Property" shall mean that two thirds or more of the Units are rendered untenable by casualty loss or damage. Should there occur substantial damage to or destruction of all or a substantial part of the Condominium Property, the Condominium Property shall not be reconstructed unless two thirds of the Unit Owners shall agree thereto, in writing, within sixty (60) days after the casualty loss or damage occurs. In the event such reconstruction is not approved as aforesaid, the Insurance Trustee is authorized to pay proceeds of the insurance to the Unit Owners and their mortgagees as their interests may appear, and the Condominium Property shall be removed from the provisions of The Condominium Act, as amended. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed by one of the officers of the Association, stating that the said sixty-day period has elapsed and that the Association has not received the necessary written approval from two-thirds of the Unit Owners.

G. RIGHTS OF MORTGAGEES. If any first mortgagee of any Condominium Unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, or with the Insurance Trustee, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the Condominium Property. A majority of such mortgagees as hereinabove defined may designate the Bank, Savings and Loan Association or Insurance Trustee as the depository of these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the Association shall not be required to fund this escrow more frequently than one a month nor deposit therein from month to month an amount greater than one-twelfth of the reasonably estimated casualty insurance premium next due, per month. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration of Condominium to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property, subject to the mortgage, be distributed to the mortgagee and the Unit Owner as their interests may appear. The owner and holder of any first mortgage on any Unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacements to the Unit or Units encumbered by its mortgage or mortgages, and no such repairs, reconstruction or replacements shall be begun or undertaken without such approval, which approval shall not be unreasonably withheld.

H. ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases therefor.

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ARTICLE XXII

MORTGAGES

A. An owner who mortgages his Condominium Parcel must notify the Association of the name and address of his mortgagee, and the Association shall maintain such information in a register which shall, among other things, contain the names of all of the owners of Condominium Parcels and the names of mortgagees holding mortgages on Condominium Parcels. The failure to notify the Association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his Condominium Parcel, he shall not be permitted to modify, alter or change the physical aspect of the Unit without the written authorization of the mortgagee. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the Owner of a Condominium Parcel.

B. If the holder of a mortgage of record or other purchaser of a Condominium Parcel obtains title to the Condominium Parcel as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Association pertaining to the Condominium Parcel so acquired or chargeable to the former Unit Owner of the acquired parcel which became due prior to the acquisition of the title as a result of the foreclosure or deed in lieu of foreclosure unless the share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage which is foreclosed or for which a deed was given in lieu of foreclosure. That unpaid share of the Common Expenses or assessments shall be Common Expenses collectible from all of the Unit Owners including such acquirer, his successors and assigns. A mortgagee acquiring title to a Condominium Parcel as a result of foreclosure or deed in lieu of foreclosure may not be excused from the payment of some or all of the Common Expenses coming due during the period of the mortgagee's ownership.

ARTICLE XXIII

DEVELOPER'S UNITS, RIGHTS AND PRIVILEGES

A. The provisions of Article XII of this Declaration respecting sale, transfer and lease of Condominium Parcels shall not be applicable to the Developer. The Developer has and reserves the right to sell, lease or rent Condominium Units and Parcels to any purchaser or lessee approved by it, subject, however, to the use restrictions herein provided. 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 maintain models, advertise on the premises and use the Common Elements. 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 Condominium Parcels except as elsewhere herein provided. The Developer may sell, lease, mortgage and/or rent parcels owned by it to any person or persons whomsoever and the provisions of Paragraph C. through F. of Article XII shall not be applicable to Developer or to any such sale, mortgage, conveyance or lease by the Developer notwithstanding anything to the contrary contained in this Declaration, the By-laws or the Articles of Incorporation of the Association.

B. So long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken by the Association, either through action of its Board of Directors or its membership, without the Developer's approval in writing, unless otherwise provided by law:

(1) Assessment of the Developer as a Unit Owner for capital improvements; and

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(2) Any action by the Association that would be detrimental to the sale of Units by the Developer; however, an increase in assessments for common expense without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units for the purpose of this Paragraph.

C. The provisions of this Declaration to the contrary notwithstanding, the Developer may retain and use, as sales offices, promotion and developmental offices and models, any Units, Common Elements and Limited Common Elements retained by the Developer or owned by the Developer or the use of which has been reserved to the Developer in this Declaration and/or other Condominium Documents or by contract, so long as such use shall also conform with applicable laws, zoning, rules and ordinances of the appropriate governmental jurisdictions.

D. For the purpose of this Article XXIII and the powers, rights and authorities granted to the Developer, the Developer shall be deemed to mean not only GENERAL DEVELOPMENT CORPORATION as defined in Article I hereof, but also any of its parent and/or related corporations designated by it by instrument in writing to be considered the Developer herein for the purposes set forth herein or any of them and/or any corporate agent of said Developer similarly designated by the Developer to be treated as a developer for the purposes herein contained or any of them, which agent is involved in the development, promotion, construction and/or sales of this Condominium and its Units. The term "Developer" shall also include for all purposes contained in this Declaration and its Exhibits, any successor or alternate developer appointed by the said GENERAL DEVELOPMENT CORPORATION as a successor or alternate Developer by an instrument in writing specifically setting forth that such successor or alternate is to have the rights, duties, obligations and responsibilities, in whole or in part, of the Developer hereunder as successor to the said GENERAL DEVELOPMENT CORPORATION, providing that such instrument in writing shall be executed by such successor or alternate developer indicating its consent to be so treated as the "Developer".

E. This Article shall not be amended without the written consent of the Developer (and any successor or alternate Developer designated in accordance with the provisions of Paragraph D.) above.

ARTICLE XXIV

RECREATIONAL FACILITIES

A. The Association, upon recommendation of a majority of its Board of Directors and with the consent of a majority of the Association's members and subject to the requirements of Paragraph C. below, may from time to time acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the Unit Owners. Such agreements shall provide the manner in which they may be amended; otherwise, an amendment shall require all the approvals set forth in this Paragraph A. and Paragraph C. below.

B. So long as the Association shall be subject to the

provisions, covenants, conditions or promises contained in any agreement, lease or other undertakings entered into under the authority of this Article XXIV, this Article may not be modified, amended or changed in any regard without the consent in writing of the lessor therein or the equivalent party, if he be not properly denominated "lessor", which consent shall be evidenced by said lessor equivalent party joining in the execution of the certificate of amendment with the formalities required for deeds.

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C. The provisions of Paragraph A. above notwithstanding, mortgagees holding first mortgages on any Unit or Units, shall, if they acquire such Units by foreclosure or deed in lieu of foreclosure, take such Unit or Units exempt from and free and clear of any of the terms and obligations and without the use and benefits of such agreements entered into under the authority granted in Paragraph A above to the same extent and effect as if such agreements did not exist, unless such mortgagee or subsequent owner of such Unit taking title through such mortgagee shall at any time consent in writing to such agreement or agreements, in which case the exemption granted in this Paragraph C. shall thereafter not apply to such Unit or Units. The exemption granted in this Paragraph C. shall include, but not be limited to, an exemption from the payment of the pro rata share of any rent, license fees, use fees, maintenance charges or other exactions imposed upon the Association and/or its Unit Owners under the terms of such agreements, whether or not such impositions or obligations shall constitute common expenses of the Condominium. If, however, at or before the time the Association enters into such agreement or agreements, a majority (as defined in Paragraph B. of Article XXI hereof) of the first mortgagees of the Units in the Condominium shall approve said agreement or agreements, then the exemption provided for in this Paragraph C. shall not apply to any mortgagee or to any Unit in the Condominium.

D. The provisions of Paragraph A. to the contrary notwithstanding, the consent of the Developer shall be required prior to the Association's entry into any agreement or acquisition authorized under Paragraph A., so long as and while the Developer owns any Units. This Article XXIV shall not be amended without Developer's consent.

E. The Developer will convey to the Association a 48/368 interest in the real and personal property described as the recreation facilities in Exhibit 5 attached hereto and made a part hereof, which property is held in common in accordance with the fractional interests listed on Exhibit 5, attached hereto and made a part hereof (the "Recreation Facilities"). The Recreation Facilities consist of the land and improvements thereon described in Exhibit 5 hereto and made a part hereof.

All of the improvements are shown on the plan of CHARLOTTE SQUARE attached hereto as Page 4 to Exhibit 1 to this Declaration of Condominium.

F. The Recreation Facilities are for the use of all residents of CHARLOTTE SQUARE and are restricted to such use for a period of 20 years from March 9, 1978. At this time there are 320 residential apartments on CHARLOTTE SQUARE. In addition, this Condominium when completed will add 48 Units to the CHARLOTTE SQUARE Community. The Developer does not share in the maintenance of the Recreation Facilities except that the Developer will pay 48/368 of the real estate taxes assessed against the Recreation Facilities for the years 1978 and 1979, from March 9, 1978. The obligation for an additional 1/368 of such taxes shall be assumed by the Association as each Unit is deeded to the Unit Owner other than the Developer. That Unit Owner shall pay to the Association its share of such obligation which shall be contributed by the Association as part of its monthly maintenance obligation in respect of the Recreation Facilities. The maintenance of the Recreation

Facilities shall be paid by the CHARLOTTE SQUARE condominium associations in proportion to their fractional ownership interests in the Recreation Facilities except that interest owned by the Developer. The Developer shall commence to pay its proportionate share of such maintenance, on behalf of the Association, at such time as a certificate of occupancy for the Condominium improvements is issued by appropriate governmental authorities. As each Unit is conveyed in the condominium to other than the Developer, the Developer's obligation shall be decreased by 1/368 and the obligation for maintenance will be assumed by the new Unit Owner and accordingly paid to the Association as part of the Unit Owners monthly maintenance charges. The Developer shall not be obligated in any way to pay any share of any capital improvements to the Recreation Facilities by reason of its ownership of an interest in the Recreation Facilities or in the Units of the Association which has an interest in the Recreation Facilities.

ARTICLE XXV

SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration or in the Articles of Incorporation or the Bylaws of the Association or of The Condominium Act shall in no way affect the other provisions of this Declaration which shall remain effective.

ARTICLE XXVI

TERMINATION

The provisions for termination contained in Paragraph F. of Article XXI of this Declaration are in addition to the provisions for voluntary termination provided for by The Condominium Act, as amended. In addition, the Condominium may be voluntarily terminated if the proposed voluntary termination is submitted to a meeting of the members pursuant to notice and is approved in writing within ninety (90) days after said meeting by three-fourths of the total vote of the members of the Association and by all holders of mortgages encumbering Units in the Condominium.

ARTICLE XXVII

EASEMENTS FOR ENCROACHMENTS

All the Condominium Property and all the Units and the Common Elements and the Limited Common Elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the Condominium Property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand.

ARTICLE XXVIII

TRANSFER OF PARKING SPACES AMONG UNIT OWNERS

The provisions of Article XII, "CONVEYANCES", of this Declaration to the contrary notwithstanding, Unit Owners from time to time may convey and transfer their rights in and to the parking spaces constituting Limited Common Elements appurtenant to their Units from one Unit Owner to another; on notice to the Association, and with the written consent of the holders of any mortgages encumbering the Unit from which the parking space is being transferred, with the following limitations and in the following manner:

A. Such transfer or conveyance shall be authorized and valid providing that subsequent to the transfer or conveyance, the Unit from which the parking space shall have been transferred or conveyed shall retain at least the use of one (1) parking space appurtenant thereto as a Limited Common Element and the Unit to which the parking space shall have been transferred or conveyed shall have the use of no more than two (2) parking spaces appurtenant thereto as Limited Common Elements. No portion of the Common Elements attributable to a Unit shall be transferred or conveyed from one Unit to another by reason of the transfer or conveyance of the use of a parking space, and the undivided shares in the Common Elements, as set forth in Article VI of this Declaration, shall in no way be varied or changed with respect to any Unit for reason of the transfer or conveyance of the use of a parking space.

B. Such a transfer or assignment of use shall be evidenced by a written assignment executed by both the transferor and transferee. It shall identify the transferor by name and as a Unit Owner and shall identify that Unit by number. It shall also identify the transferee by name and as a Unit Owner of the Unit, by number. It shall set forth in substance that the parties are transferring and conveying the use of a particular parking space which is a Limited Common Element appurtenant to the Unit owned by the transferor to the transferee, for the purpose of having the use of the particular space become a Limited Common Element appurtenant to the Unit owned by the transferee. It shall further set forth the consent of the transferee to the transaction and the transferee's agreement and undertaking that thereafter said parking space shall constitute a Limited Common Element appurtenant to the transferee's Unit subject in full to the provisions of this Declaration of Condominium.

C. Under no circumstances shall the transfer of the parking space be deemed effective until a copy of the executed assignment document is delivered to the Association.

D. Nothing herein shall be deemed to authorize the transfer of any Limited Common Element or other appurtenance to a Unit or any part or share thereof to any person or persons whomsoever, except that the Limited Common Elements which constitute the use of parking spaces may, as herein provided, be transferred between Unit Owners. At no time may the use of parking spaces be owned or held, in whole or in part, by any person or persons who are not Unit Owners. Any transfer or conveyance of the use of a parking space to any person who is not a Unit Owner, shall be totally void.

ARTICLE XXIX

SPECIAL MAINTENANCE PROVISIONS

A. MAINTENANCE CONTRACTS. If there shall become available to the Condominium Association a program of contract maintenance for all appliances and/or all air conditioning compressors and/or air handlers serving individual Units which the Association determines is to the benefit of the Unit Owners to consider, then upon resolution of the Unit Owners by a majority of those voting at a meeting of the Unit Owners at which a quorum is present, or by a majority of their whole number in writing, the Association may enter into such contractual undertakings. The costs under such contracts shall be Common Expenses. If, on the other hand, the Association determines that the program may be undertaken by the Association for the benefit of Unit Owners who elect to be included in the program, then the Association may undertake the program without the consent of the membership, and the costs of such contracts shall be borne exclusively by

the Unit Owners electing to be included in the program, and shall not be a Common Expense of the Association, but the Association may arrange for the collection of the contract costs from the individual Unit Owners electing to be included therein, may execute the contracts involved upon such terms and conditions as the Association deems proper and may require the Unit Owners electing to participate in such program to execute such assessments as the Association shall deem proper to evidence the said Unit Owners' obligations to the Association for their proportionate share of the costs of such program.

B. The Developer, each Unit Owner and their successors and assigns, acknowledge that this Condominium is or will be one of several condominiums located in the development known as CHARLOTTE SQUARE. In order to provide for the unified maintenance and upkeep of the entire development and for the economical discharge of the management and maintenance functions of the Common Elements and Limited Common Elements of each condominium and of the Recreation Facilities for the benefit of the Condominium Unit Owners, the Association while the Developer appoints all of the Directors thereof and thereafter is authorized to and shall together with the other condominium associations of other condominiums in the development known as Charlotte Square form or join an association or organization for the management of the common interests of the CHARLOTTE SQUARE developments, and through such entity or directly with such other associations appoint and/or enter into a contract with any person, firm corporation or other real estate management agent including the Developer to provide for the unified and uniform maintenance and repair of the condominium property to the effect that there shall be one general supervising directorate for the maintenance and repair of the condominium properties of all condominiums and/or the Recreation Facilities in the CHARLOTTE SQUARE development. Any such unified managing agent may be granted any and all powers of the Association which are exercisable by the Board of Directors as provided for in the Articles of Incorporation or the Bylaws of the Association, and in accordance therewith or as are provided in the documents governing any entity of which the Association is a member formed to manage the CHARLOTTE SQUARE development common interests. The terms of said contract with any unified managing agent shall conform to the requirements of The Condominium Act and this Declaration and Exhibits thereto.

The Developer may cause the Association to enter into such management agreement with the Developer as managing agent upon completion of the Condominium improvements.

ARTICLE XXX

MISCELLANEOUS PROVISIONS

A. COMMENCEMENT OF DEVELOPER'S OBLIGATIONS. Notwithstanding anything contained in this Declaration or Exhibits thereto to the contrary, the Developer's obligation to pay maintenance for monthly common expenses may be deferred and excused as follows:

(1) The Developer as the owner of any Unit shall not be required to pay any of the Common Expenses of the Condominium as it would otherwise be obligated to pay in respect of the Units owned by it represented by assessments which become due and payable in whole or in part at any time prior to the first day of the fourth calendar month next succeeding the month of the first conveyance of a Unit by the Developer to a purchaser; providing, however, that the Developer shall be obligated to pay that portion of the Common Expense attributable to such Units owned by it which are collected

for the express purpose of paying or of providing an escrow for the payment of any and all real estate taxes levied or assessed against the Condominium Property as a whole if such taxes are Common Expenses under the provisions of this Declaration or of the Bylaws of the Association.

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(2) The Developer shall be excused from the payment of its share of the Common Expense which would have been assessed against its Units during the period of time that it shall have guaranteed to each Unit Owner or, by agreement between the Developer and at least a majority of the Unit Owners other than the Developer, that the assessment for Common Expenses of the Condominium imposed upon the Unit Owners will not increase over a stated dollar amount; providing that the Developer shall obligate itself to pay any amount of Common Expenses incurred during that period (of the guarantee of maintenance) and not produced by the assessments at the guaranteed level received and receivable from other Unit Owners. Such guarantee or agreement of the Developer may be contained in the Purchase Agreements for Units in the Condominium heretofore and hereafter executed by the Developer and purchasers of Units.

B. RIGHT OF ENTRY. The Association, its officers, Directors, agents and employees, shall at all times have the right to enter the Units at reasonable times for the purposes of inspecting the Common Elements, gaining access to the Common Elements, or making repairs or otherwise maintaining the Property, or to abate emergency situations which threaten damage to the Condominium Property or any of it.

C. EASEMENTS FOR INGRESS AND EGRESS. The Developer retains the right and shall at all times have the right to declare and create, from time to time, without the joinder or consent of any Unit owner or the Association, and does hereby declare easements for ingress and egress upon that portion of the Condominium Property indicated on Exhibit 1 hereto for the use and benefit of the Owners and occupants of real property or any interest therein in the real estate development known as CHARLOTTE SQUARE, of which the Condominium Property is a part, their heirs, successors and assigns, the members of their family, their servants, employees and lawful guests, to travel upon by foot, bicycle, automotive vehicle or in other lawful manners, for ingress and egress to and from the public rights-of-way to and from any point within CHARLOTTE SQUARE. Future easements may be conditioned as the Developer shall require and set forth in the instrument creating such interests. This Paragraph C. shall not be amended nor shall the Declaration be amended in any way to defeat, restrict or reduce the Developer's rights herein contained without the written consent of the Developer.

D. PUBLIC UTILITY EASEMENTS. The Developer retains the right and shall at all times have the right to declare and create, from time to time, without the joinder or consent of any Unit Owner or the Association, easements upon the Condominium Property for use as public utility easements, providing only that such easements when created shall be reasonable, and consistent with then-existing improvements upon the Condominium Property. There are reflected upon Exhibit 1 to this Declaration easements for utilities and for drainage, which easements are hereby created and shall be in addition to any easements created by the Developer under this Paragraph D. This Paragraph D shall not be amended nor shall this Declaration be amended in any way to defeat, restrict or reduce the Developer's rights herein contained without the written consent of the Developer.

E. CABLE TELEVISION. The improvements on the Condominium Property have been wired for cable television and cable television

antenna master wiring has been provided in such improvements. Each Unit Owner, and not the Condominium Association, shall be responsible for the service charge or rental lawfully assessed or reserved by the company owning and/or controlling the cable television facility and providing service to the Condominium, which service charge is attributable to said owner's Unit. Cable television service shall be optional and separately contracted for by each Unit Owner.

OR 620 PG 1228

F. ABUTTING UNITS. With the written consent of the Association, and with the written consent of their mortgagees, if any, the Unit Owners of abutting Units may agree, by instrument in writing, to move the boundary between their abutting Units and/or abutting Limited Common Elements in such manner as to include additional rooms, spaces and/or patios or balconies, or parts thereof, in one Unit and to exclude them from the other. Such writing shall have as an exhibit thereto an architectural or engineering drawing certified to in the manner required by The Condominium Act demonstrating the new boundary lines between the two Units and otherwise certified to in the manner required by law. The document establishing the new boundary lines shall also redistribute between the two units involved the Common Elements, Limited Common Elements and Common Expense in a reasonably equitable manner such that totals of each of those items as reassigned to the two Units shall equal the same totals previously assigned to the two Units. The instrument creating the new boundary lines shall be executed with the formality required for deeds by all the Unit Owners of the Units involved, all the mortgagees and/or the Association may demonstrate their consent by a separate instrument in writing similarly executed. The said instrument and consents shall be filed among the Public Records of Charlotte County, Florida and shall constitute an amendment to the Declaration of Condominium which shall be effective from and after its recording and shall not require the consent to or any vote of the membership. The Association's approval may be conditioned upon the said Unit Owners adequately providing for entrances, modifications in the perimeter walls of the two Units where the changes are to be made, and assurances by the Unit Owners to the Association that all costs and expenses thereof will be borne in full and paid for by the said Unit Owners. Nothing herein shall require the Association to give its approval to the amendment contemplated herein if the modifications in the Units required to effectuate the change of boundary line would in any way endanger the structure, violate applicable zoning laws, rules and regulations, or result in a Unit whose interior area is less than that of the smallest other Unit in the Condominium. Assuming that the foregoing is complied with, the Association shall not unreasonably withhold its approval. So long as the Developer shall own any abutting Units, the Developer may, in lieu of the Association, grant the approvals herein required with respect to those Units. Such approvals shall be binding on the Association providing only that before the amendment is recorded and the reconstruction or the modification of the Units undertaken, the Association shall be given reasonable assurance that the costs and expenses of the reconstruction or modification will be fully paid for by the Unit Owners and that the modifications do not violate applicable zoning laws, rules and regulations nor endanger the structural integrity of the building in which the modifications are being made. It shall not be necessary for any document to be placed of record to evidence such assurances, conformity with zoning laws, rules and regulations or proof that the structural integrity of the building is not endangered for the amendment to be effective. The recording of the amendment without such statements or assurances shall be presumptively sufficient providing only that in the event approval is given by the Developer rather than the Association the approval should contain a statement by the Developer that the Association had been given at least thirty (30) days' written notice of its intention or the intention of the Unit Owners to record the amendment.

Notice shall be given by delivery or mailing to the Directors of the Association, other than those appointed by the Developer (if there be any), of a copy of the amendment in proposed form.

G. DEVELOPER'S RIGHTS. Any provisions of this Declaration to the contrary notwithstanding, no provision of this Declaration or of the Articles of Incorporation or the Bylaws of the Association granting or reserving to the Developer any rights, powers, authorities, usages or dispensations may be modified or amended in any way which will impair or restrict those rights, powers, authorities or special dispensations without the written approval of the Developer so long as the Developer or any successor or alternate Developer shall own any Units in the Condominium.

OR 620 PG 1229

H. LEASING AND SALE. The provisions of Article XII of this Declaration regarding the restrictions on leasing and the right of the Association may be waived as a matter of Association policy uniformly applicable to all Unit Owners, upon recommendation of the Association approved by resolution of the membership of the Association. Notwithstanding such waiver, the Board of Directors shall have the power to reimpose any of the waived restrictions or limitations set forth in Article XII without approval of the membership. By a two-thirds vote of the Board of Directors, the Board may impose additional restrictions and rules and regulations upon the leasing of Units in addition to those contained in Article XII, but no such rules and regulations shall be deemed applicable to any lease existing at the time of the promulgation of such rules and regulations, to the extent that such rules and regulations are inconsistent with the contractual obligations in the lease.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed by its duly authorized officers and its corporate seal to be affixed this 10 day of December, 1979.

Signed Sealed and Delivered
in the presence of:

[Signature]
G. Paul Sitt

GENERAL DEVELOPMENT CORPORATION

By [Signature]
ROBERT F. EHRLING,
Senior Vice President

ATTEST:

[Signature]
SAUL J. SACK,
Assistant Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

OR 620 PG 1230

I HEREBY CERTIFY that on this 10 day of December
1979, before me personally appeared ROBERT F. EHRLING and SAUL J. SACK,
Senior Vice President and Assistant Secretary, respectively, of
GENERAL DEVELOPMENT CORPORATION, a corporation under the laws of the State
of Delaware, who acknowledged before me that they executed the foregoing
instrument as such officers for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I hereunto set my hand and official seal
at Dade County, Florida, this 10 day of December 1979.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA at Large
MY COMMISSION EXPIRES OCTOBER 26, 1980

Patricia Breidinger
NOTARY PUBLIC:
State of Florida at Large



EXHIBIT 1

TO THE DECLARATION OF CONDOMINIUM

OF:

CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM

Exhibit 1 is the Survey, Plot Plan and Graphic Description of the improvements of and upon the Condominium Property mentioned in Article V of the Declaration of Condominium, and is comprised of the drawings with certification, notes, legends and description shown on Sheets 1 through 14 of this Exhibit 1 and recorded simultaneously with and as part of the Declaration of Condominium of CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM.

Exhibit 1 may be removed herefrom for the purpose of recording it among the Public Records of Charlotte County, Florida when the Declaration of Condominium is filed for record.

LEGAL DESCRIPTION**OR 620 PG 1232**"CAMBRIDGE HOUSE OF PORT CHARLOTTE"

That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

BEGINNING at the Southeasterly corner of "RALEIGH HOUSE OF PORT CHARLOTTE" a Condominium as recorded in Condominium Book 1 Pages 32A through 32B of the Public Records of Charlotte County, Florida, THENCE, bear N89°50'39"W, along the Southerly line of said "RALEIGH HOUSE OF PORT CHARLOTTE", and its Westerly extension a distance of 475.66 feet; THENCE, S00°09'21"W, a distance of 163.02 feet; THENCE, S89°50'39"E, a distance of 40.00 feet; THENCE, S00°09'21"W, a distance of 159.74 feet to a point on a curve concave to the Northwest having a radius of 605.00 feet, being along the Northerly right-of-way line of Brinson Avenue according to the record plat of "PORT CHARLOTTE PLAZA SECTION TWO", as recorded in Plat Book 7, Pages 67A through 67B, of the said Public Records; THENCE, from a radial bearing of S16°37'28"E, through said point bear Easterly along the arc of said curve through a central angle of 10°56'18", a distance of 115.50 feet to the point of reverse curve of a curve concave to the Southeast having a radius of 930.00 feet; THENCE, Northeasterly and Easterly along the arc of said curve through a central angle of 21°13'01", a distance of 344.38 feet; THENCE, from a radial bearing of N6°20'45"W, bear N00°41'21"E, a distance of 178.36 feet to the POINT OF BEGINNING.

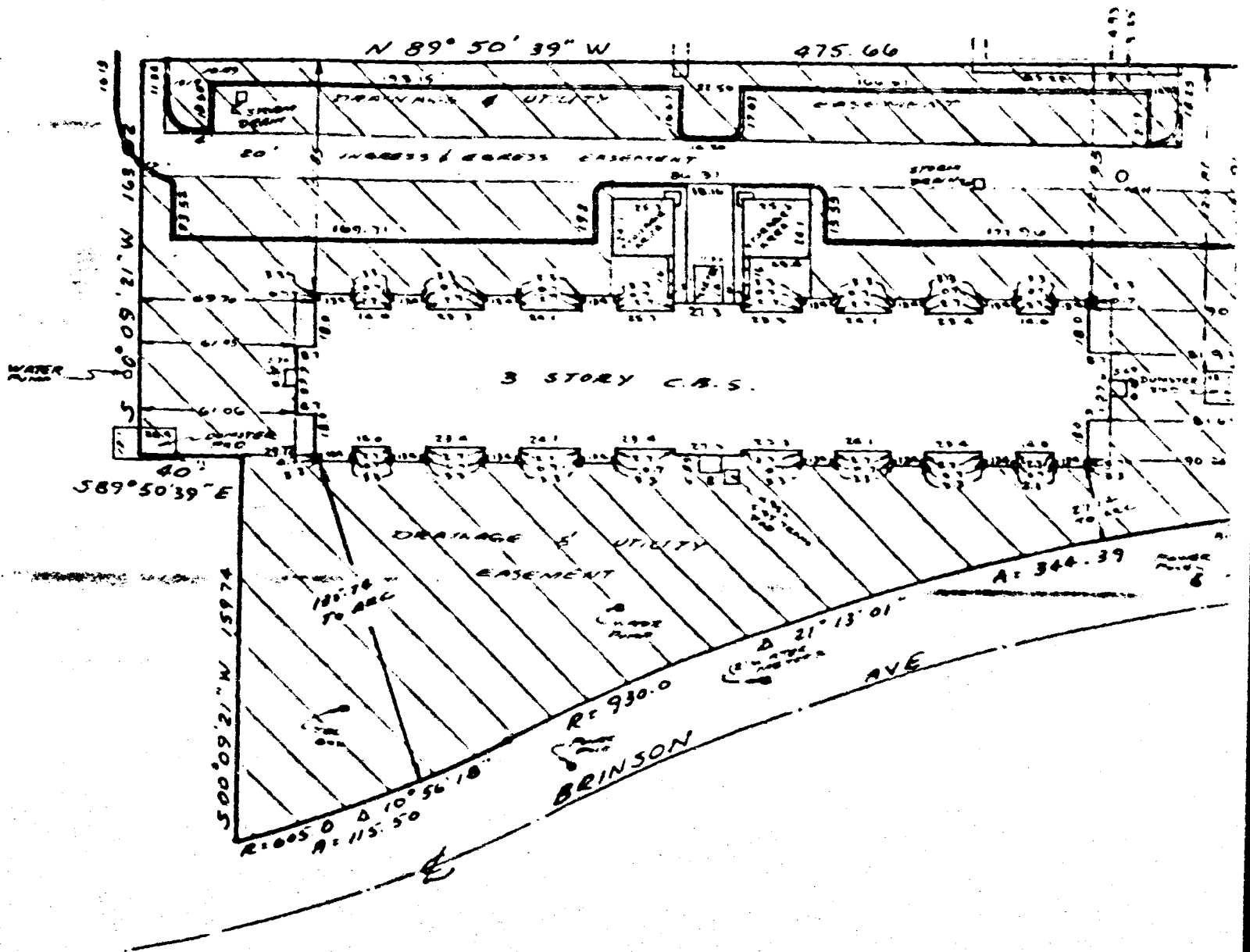
Containing 2.53 acres, more or less.

Bearing as mentioned herein are based on the said record plat of "RALEIGH HOUSE OF PORT CHARLOTTE".

CAMBRIDGE HOUSE OF PC A CONDOMIN

EXHIBIT 1

OR 620 PG 1233



CERTIFICATION

This certification, made this 10th day of December, 1974, by the undersigned Engineering and Surveying firm is made pursuant to the provisions of Section 716.10(4) (4) of the 1974 Florida Statutes, effective January 1, 1977, and is the certification that the attached and plot plan, description, floor plans and other material in connection herewith and the construction of the improvements are substantially complete so that the material together with proof of the declaration describing the condominium property is a true and correct representation of the location and dimensions of the improvements and that the identification, location and dimensions of the elements, and of each unit can be determined by these materials. This document represents as-built locations of improvements and supercedes all previously recorded documents.

David M. Singletary
BY: DAVID M. SINGLETARY, E.
REGISTERED LAND SURVEYOR NO. 1000
STATE OF FLORIDA

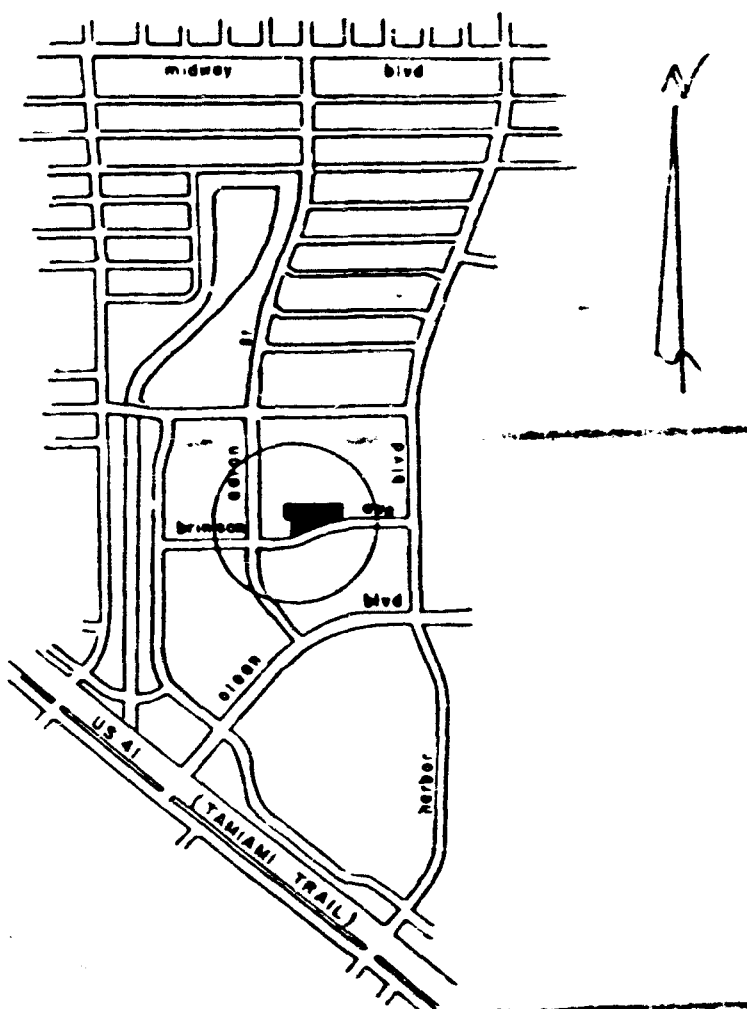
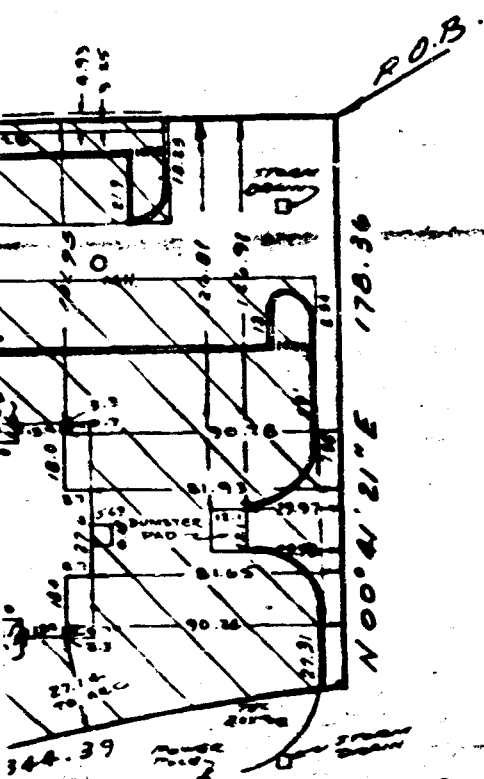
- NOTES
1. WALL THICKNESSES ARE GIVEN UNLESS OTHERWISE NOTED.
 2. ELEVATIONS SHOWN HEREON ARE IN FEET MEAN SEA LEVEL.
 3. AS-BUILT DIMENSIONS ARE GIVEN NEAREST TENTH (0.1) OF A FOOT.

GRAPHIC SCALE 1" = 50'
0 50 100 150

RAVEN · THOMPSON & ASSOC. INC. WEST
LAND SURVEYORS · CIVIL ENGINEERS
313 CROSS STREET
PUNTA GORDA, FLORIDA

4181T

4181T



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

~~DRAFT~~ "1979," by the
is made pursuant to the
e 1976 Florida Statutes.
fication that this survey
other material in
the improvements is
together with provisions
an property is an accurate
rs of the improvements
imensions of the common
d by these materials.
of improvements and

Beginning at the Southeasterly corner of "RALEIGH HOUSE OF
PORT CHARLOTTE - A Condominium" as recorded in Condominium
Book 1 Pages 32A through 32B of the Public Records of Charlotte
County, Florida, THENCE, bear N99°50'39"W, along the southerly
line of said "RALEIGH HOUSE OF PORT CHARLOTTE", and it's westerly
extension a distance of 475.66 feet;

THENCE, S00°09'21"W., a distance of 163.02 feet:

THENCE, S89°59'39"W, a distance of 40.00 feet.

THENCE, S00°09'21"W, a distance of 159.74 feet to a point on a curve concave to the Northwest having a radius of 695.00 feet, being along the Northerly right-of-way line of Brinson Avenue according to the record plat of "PORT CHARLOTTE PLAZA SECTION TWO", as recorded in Plat Book 7, Pages 67A through 67B, of the said Public Records;

THENCE, from a radial bearing of $S16^{\circ}37'28''E$, through said point bear easterly along the arc of said curve through a central angle of $10^{\circ}56'18''$, a distance of 115.50 feet to the point of reverse curve of a curve concave to the Southeast having a radius of 930.00 feet:

THENCE, Northeasterly and Easterly along the arc of said curve through a central angle of $21^{\circ}13'01''$, a distance of 344.36 feet;

THENCE, from a radial bearing of $N 20^{\circ} 45' W$, bear $N 00^{\circ} 41' 21'' E$, a distance of 178.36 feet to the POINT OF BEGINNING.

Containing 2.53 acres, more or less.

Bearings as mentioned herein are based on the said record plat of "RALEIGH HOUSE OF PORT CHARLOTTE".

ALL HEIGHTS ARE BASED
ON SEA LEVEL DATUM.

ENSIONS ARE SHOWN TO THE
OF A FOOT.

DECLARATION OF CONDOMINIUM

OR 620 PG 1237

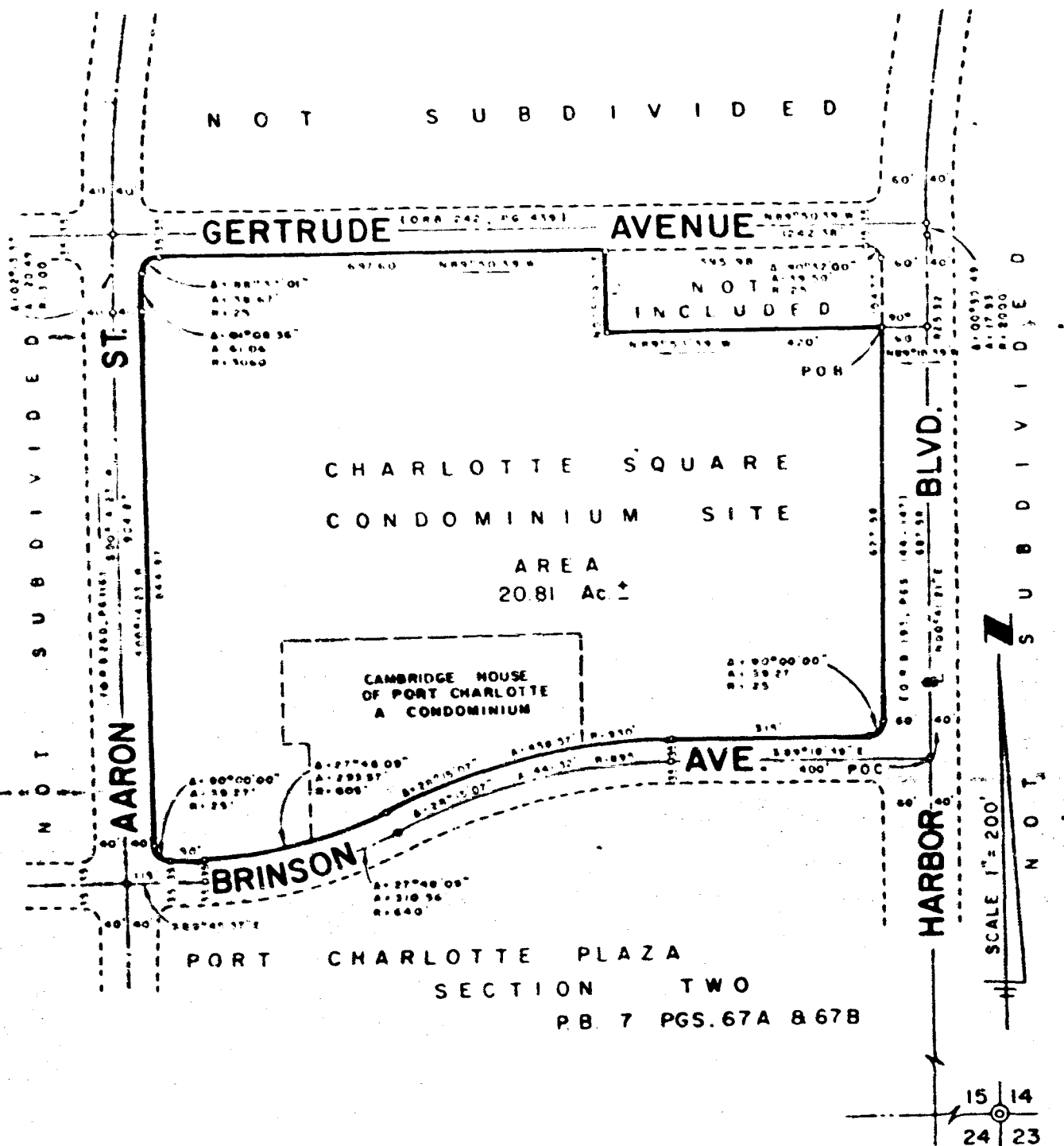
EXHIBIT 1DESCRIPTIONCHARLOTTE SQUARE

That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

COMMENCING at the intersection of the base line of Harbor Boulevard (O.R.B. 193, Pages 144-147, Charlotte County, Florida) and the center line of Brinson Avenue (Port Charlotte Plaza, Section Two, Plat Book 7, Pages 67A and 67B, Charlotte County, Florida): thence N 00° 41' 21" E along the base line of said Harbor Boulevard, 687.58 feet; thence N 89° 18' 39" W for 60 feet to a point of intersection with the West right-of-way line of said Harbor Boulevard and the POINT OF BEGINNING; thence N 89° 50' 39" W for 420 feet; thence N 00° 09' 21" E for 130 feet to a point of intersection with the South right-of-way line of Gertrude Avenue (O.R.B. 282, Page 439, Charlotte County, Florida; thence N 89° 50' 39" W along said South right-of-way line for 697.60 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence Southerly along the arc of said curve thru a central angle of 88° 37' 01" for 38.67 feet to the point of a compound curve to the left coincident with the East right-of-way line of Aaron Street (O.R.B. 260, Page 116, Charlotte County, Florida) having a radius of 3,060 feet; thence South along the arc of said curve thru a central angle of 01° 03' 36" for 61.06 feet to the Point of Tangency; thence S 00° 14' 23" W along said East right-of-way line for 844.87 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence East along the arc of said curve thru a central angle of 90° for 39.27 feet to the Point of Tangency on the North right-of-way line of said Brinson Avenue; thence S 89° 45' 37" E along said North right-of-way line for 50 feet to the point of curvature of a circular curve to the left having a radius of 605 feet; thence Northeasterly along the arc of said curve thru a central angle of 27° 48' 09" for 293.57 feet to the point of reverse curvature of a circular curve to the right having a radius of 930 feet; thence Northeasterly along the arc of said curve thru a central angle of 28° 15' 07" for 458.57 feet to the point of tangency; thence S 89° 18' 39" E for 315 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence Northerly along the arc of said curve thru a central angle of 90° for 39.27 feet to the point of tangency on said West right-of-way line of Harbor Boulevard; thence N 00° 41' 21" E along said West right-of-way line for 627.58 feet to the POINT OF BEGINNING.

Lying in Charlotte County, Florida, and containing 20.81 acres more or less.

EXHIBIT I



CHARLOTTE SQUARE
CONDOMINIUM SITE
Section 15, Township 40S, Range 22E
Charlotte County, Florida

PREPARED BY:

**General Development
Engineering Company**
A General Development Subsidiary

That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

OR 620 PG 1239

BEGINNING at the Southwesterly corner of "ABBEY HOUSE OF PORT CHARLOTTE", a Condominium as recorded in Condominium Book 1, Pages 23A through 23B, of the Public Records of Charlotte County, Florida;

THENCE, S89°50'39"E, along the Southerly line of said "ABBEY HOUSE", a distance of 129.37 feet to the Northwesterly corner of "RALEIGH HOUSE OF PORT CHARLOTTE", a Condominium, as recorded in Condominium Book 1, Pages 32A through 32B, of the said Public Records of Charlotte County, Florida;

THENCE, S00°09'21"W, along the Westerly line of said "RALEIGH HOUSE" a distance of 421.98 feet;

THENCE, N89°50'39"W, a distance of 287.66 feet;

THENCE, N00°09'21"E, a distance of 26.98 feet;

THENCE, N89°50'39"W, a distance of 24.42 feet;

THENCE, N00°09'21"E, a distance of 395.00 feet to the Southerly line of "OXFORD HOUSE OF PORT CHARLOTTE", a Condominium as recorded in Condominium Book 1, Pages 24A through 24B, of the said Public Records of Charlotte County, Florida;

THENCE, S89°50'39"E, along said Southerly line, a distance of 182.72 feet to the POINT OF BEGINNING.

Containing 3.01 acres more or less.

Bearings as mentioned herein are based on the above mentioned record plats.

-AND-

A parcel of land lying in Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, more particularly described as follows:

BEGINNING at the Southwesterly corner of "ESSEX HOUSE OF PORT CHARLOTTE", a Condominium as said plan is recorded in Condominium Plan Book 1, Pages 9A and 9B, of the Public Records of Charlotte County, Florida;

THENCE, run N00°41'21"E along the Westerly line of said "ESSEX HOUSE OF PORT CHARLOTTE", a distance of 419.03 feet to a point on the boundary line of "BERKLEY HOUSE OF PORT CHARLOTTE", a Condominium, as said plan is recorded in Condominium Book 1, Pages 20A and 20B, of the Public Records of Charlotte County, Florida;

THENCE, run N89°50'39"W along a Southerly line of said "BERKLEY HOUSE OF PORT CHARLOTTE" for a distance of 83.79 feet;

THENCE, S00°41'21"W along an Easterly line of said "BERKLEY HOUSE OF PORT CHARLOTTE" for a distance of 418.25 feet to a point on the Northerly line of "HAMPSHIRE HOUSE OF PORT CHARLOTTE", a Condominium, as said plan is recorded in Condominium Plan Book 1, Pages 13A and 13B, of the Public Records of Charlotte County, Florida;

THENCE, run S89°18'39"E along said Northerly line for a distance of 83.79 feet to the POINT OF BEGINNING.

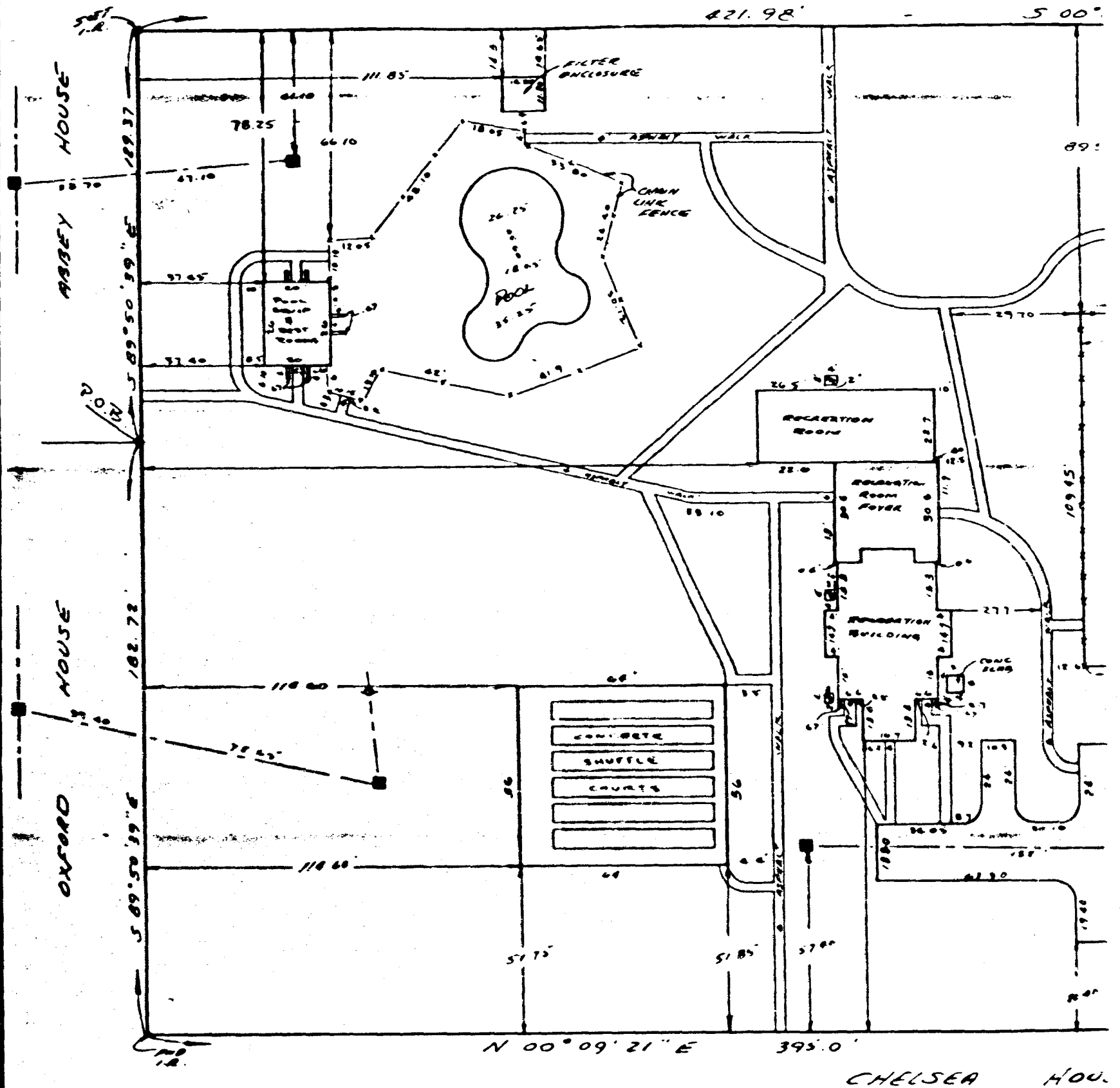
Containing 0.605 acres, more or less.

CAMBRIDGE HOUSE OF RECREATION

EXHIBIT I

OR 620 PG 1240

RALIEGH HOUSE



CRAVEN · THOMPSON & ASSOC. INC. WEST
LAND SURVEYORS · CIVIL ENGINEERS
313 CROSS STREET
PUNTA GORDA, FLORIDA

NOTES:

ELEVATIONS SHOWN HEREON
ON NATIONAL GEODETIC VE
AS BUILT DIMENSIONS ARE
NEAREST TENTH (0.10) OF

E OF PORT CHARLOTTE TION AREA

OR 620 PG 1241

BIT I

LEGAL DESCRIPTION

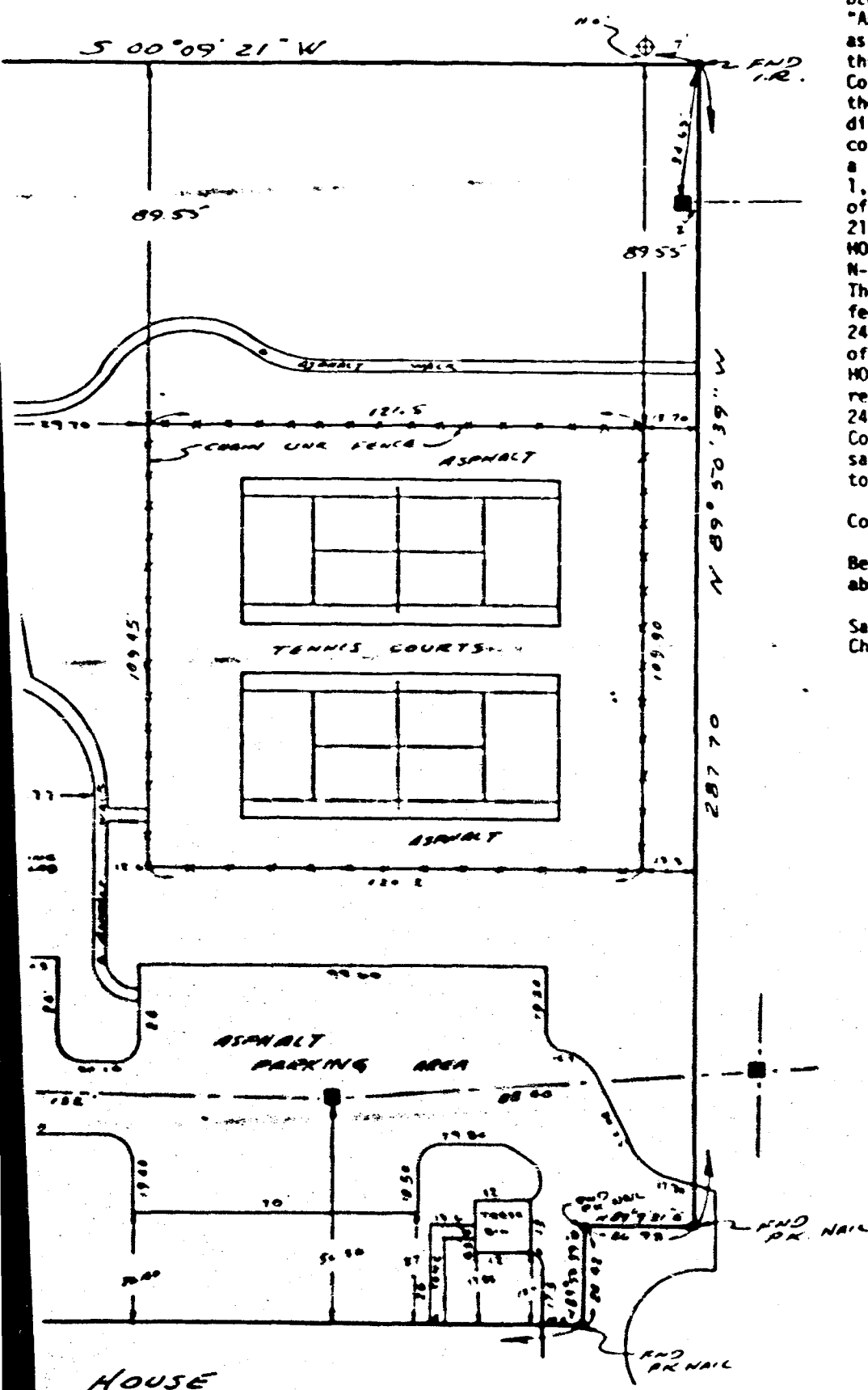
That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida being more particularly described as follows:

BEGINNING at the Southwesterly corner of "ABBEY HOUSE OF PORT CHARLOTTE", a Condominium as recorded in Condominium Book 1, Pages 23A thru 23B of the Public Records of Charlotte County, Florida; Thence S-89°-50'-39"-E, along the Southerly line of said "ABBEY HOUSE", a distance of 129.37 feet to the Northwesterly corner of "RALEIGH HOUSE OF PORT CHARLOTTE", a Condominium, as recorded in Condominium Book 1, Pages 32A thru 32B of the said Public Records of Charlotte County, Florida; Thence S-00°-09'-21"-W, along the Westerly line of said "RALEIGH HOUSE", a distance of 421.98 feet; Thence N-89°-50'-39"-W, a distance of 287.66 feet; Thence N-00°-09'-21"-E, a distance of 26.98 feet; Thence N-89°-50'-39"-W, a distance of 24.42 feet; Thence N-00°-09'-21"-E, a distance of 395.00 feet to the Southerly line of "OXFORD HOUSE OF PORT CHARLOTTE", a Condominium as recorded in Condominium Book 1, Pages 24A thru 24B of the said Public Records of Charlotte County, Florida; Thence S-89°-50'-39"-E, along said Southerly line, a distance of 182.72 feet to the POINT OF BEGINNING.

Containing 3.01 Acres, more or less.

Bearings as mentioned herein are based on the above mentioned record plats.

Said lands situate, lying and being in Charlotte County, Florida.



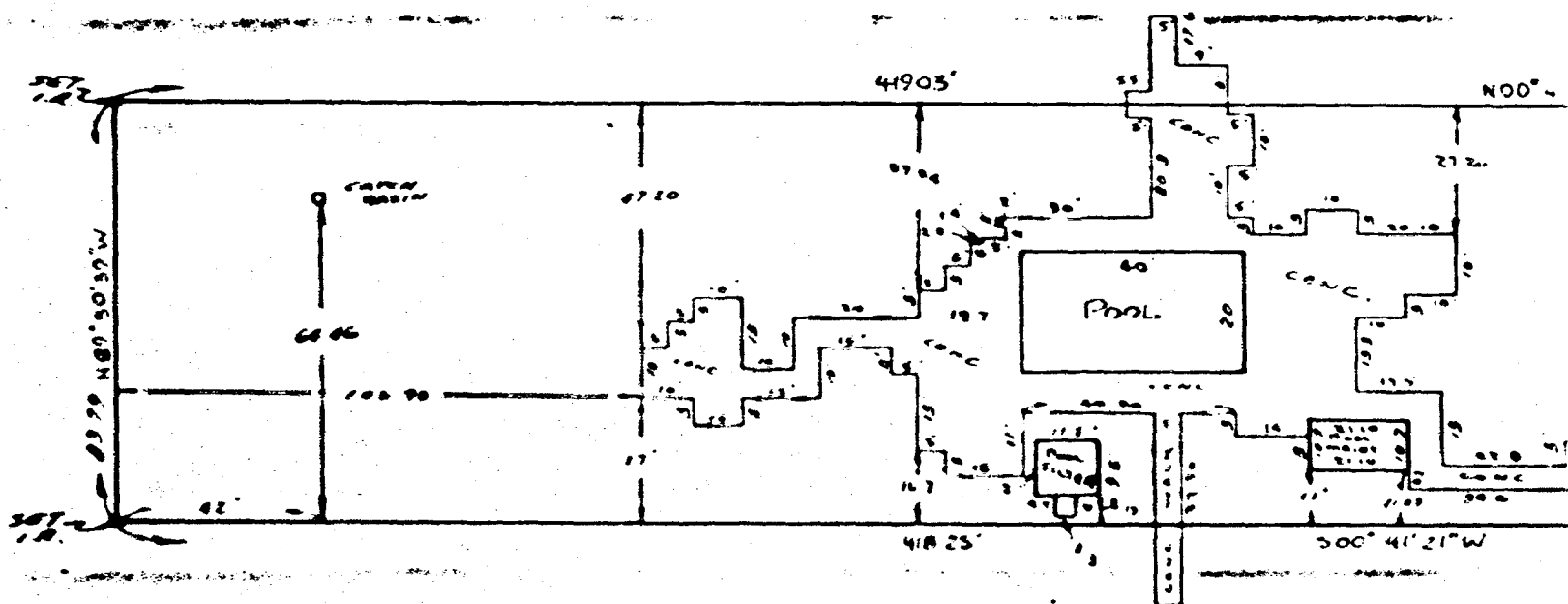
ALL HEREON ARE BASED
ON THE 1983 NAD 83
VERTICAL DATUM.
DIMENSIONS ARE SHOWN TO THE
(0.10) OF A FOOT.

CAMBRIDGE HOUSE OF F RECREATION

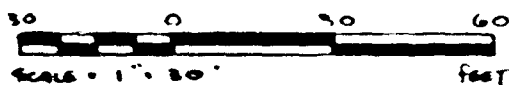
EXHIBIT I

OR 620 PG 1242

ESSEX HOUSE



BERKLEY HOUSE



CRAVEN · THOMPSON & ASSOC. INC. WEST
LAND SURVEYORS · CIVIL ENGINEERS
313 CROSS STREET
PUNTA GORDA, FLORIDA

NOTES:

ELEVATIONS SHOWN HEREON
ON NATIONAL GEODETIC VER-
AS BUILT DIMENSIONS ARE
NEAREST TENTH (0.10) OF

HOUSE OF PORT CHARLOTTE CREATION AREA

OR 620 PG 1243

EXHIBIT I

LEGAL DESCRIPTION

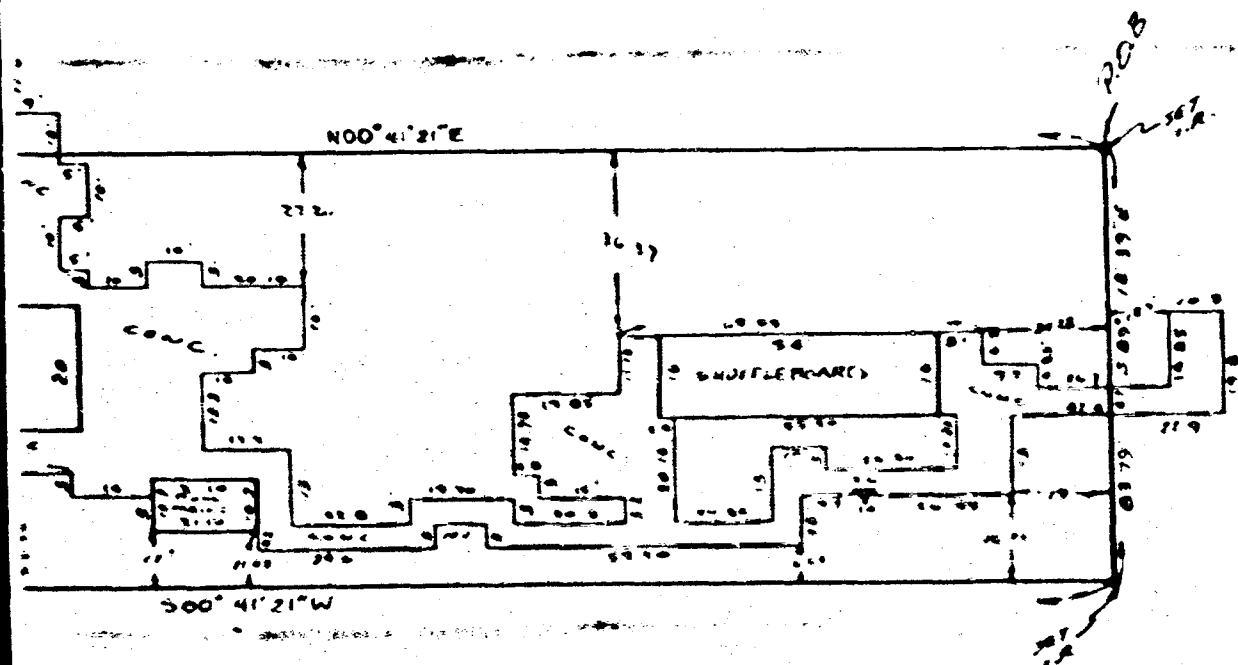
A parcel of land lying in Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

Beginning at the Southwesterly corner of "ESSEX HOUSE OF PORT CHARLOTTE", a Condominium as said plan is recorded in Condominium Plan Book 1, Pages 9A and 9B, of the Public Records of Charlotte County, Florida; Thence, run N-00°-41'-21"-E, along the westerly line of said "ESSEX HOUSE OF PORT CHARLOTTE", a distance of 419.03 feet, to a point on the boundary line of "BERKLEY HOUSE OF PORT CHARLOTTE", a Condominium, as said plan is recorded in Condominium Book 1, Pages 20A thru 20B of the Public Records of Charlotte County, Florida; Thence, run N-89°-50'-39"-W, along the Southerly line of said "BERKLEY HOUSE OF PORT CHARLOTTE" for a distance of 83.79 feet; Thence S-00°-41'-21"-W, along an Easterly line of said "BERKLEY HOUSE OF PORT CHARLOTTE" for a distance of 418.25 feet to a point on the Northerly line of "HAMPSHIRE HOUSE OF PORT CHARLOTTE", a Condominium, as said plan is recorded in Condominium Plan Book 1, Pages 13A thru 13B, of the Public Records of Charlotte County, Florida; Thence run S-89°-18'-39"-E, along said Northerly line for a distance of 83.79 feet to the Point of Beginning.

Containing 0.805 acres, more or less.

Said lands situate, lying and being in Charlotte County, Florida.

HOUSE



HAMPSHIRE HOUSE

HOUSE

ELEVATIONS SHOWN HEREON ARE BASED
ON NATIONAL GEODETIC VERTICAL DATUM.
ALL BUILT DIMENSIONS ARE SHOWN TO THE
NEAREST TENTH (0.10) OF A FOOT.

EXHIBIT I

EASEMENTS FOR
CAMBRIDGE HOUSE OF PORT CHARLOTTE
A CONDOMINIUM

OR 620 PG 1244

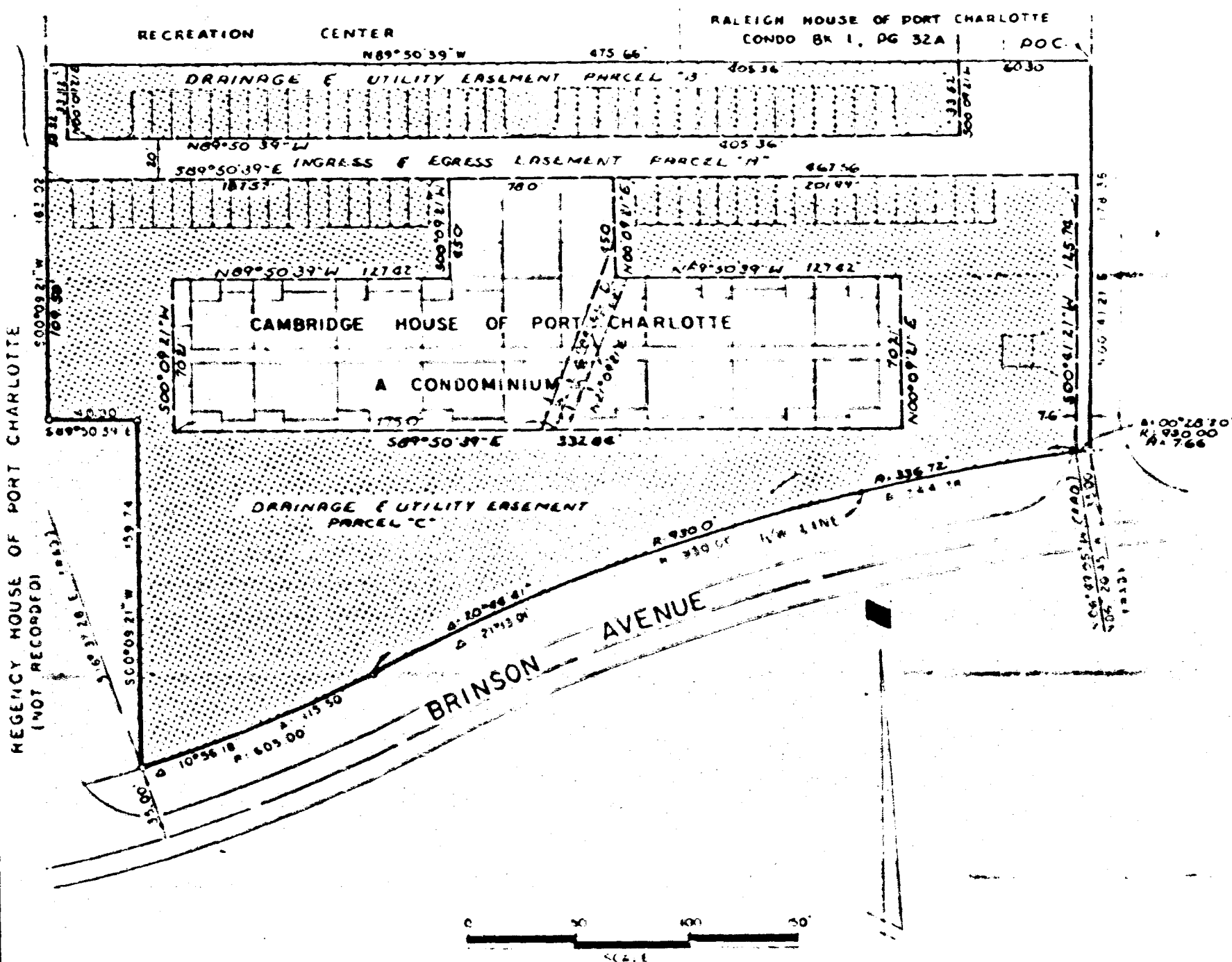


EXHIBIT I

OR 620 PG 1245

LEGAL DESCRIPTION - EASEMENTS FORCAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM

That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

The Point of Commencement of the following described parcels is the Southeasterly corner of "RALEIGH HOUSE OF PORT CHARLOTTE - A Condominium" as recorded in Condominium Book 1 Pages 32A through 32B of the Public Records of Charlotte County, Florida:

PARCEL "A"

Beginning at the aforementioned POINT OF COMMENCEMENT, thence N.89°50'39"W. along the Southerly line of said "RALEIGH HOUSE OF PORT CHARLOTTE" a distance of 60.30 feet; thence S.00°09'21"W. a distance of 33.52 feet; thence N.89°50'39"W. a distance of 405.36 feet; thence N.00°09'21"E. a distance of 33.52 feet; thence N.89°50'39"W. a distance of 10 feet; thence S.00°09'21"W. a distance of 53.52 feet; thence S.89°50'39"E. a distance of 467.56 feet; thence S. 00°41'21"W. a distance of 125.74 feet to a point on a 930 foot radius circular curve concave to the Southeast, said curve being also the Northerly right-of-way line of Brinson Avenue as shown on the plat of PORT CHARLOTTE PLAZA SECTION TWO as said plat is recorded in Plat Book 7, Pages 67A and 67B, of said Public Records, the radial line to said point bearing N.6°49'05"W.; thence Easterly along the arc of said curve through a central angle of 0°28'20" for a distance of 7.66 feet; thence N.00°41'21"E. for a distance of 178.36 feet to the POINT OF BEGINNING.

PARCEL "B"

From the aforementioned POINT OF COMMENCEMENT, thence N.89°50'39"W. along the Southerly line of said "RALEIGH HOUSE OF PORT CHARLOTTE" a distance of 60.30 feet to the POINT OF BEGINNING; thence S.00°09'21"W. for a distance of 33.52 feet; thence N.89°50'39"W. for a distance of 405.36 feet; thence N.00°09'21"E. for a distance of 33.52 feet; thence S.89°50'39"E. for a distance of 405.36 feet to the POINT OF BEGINNING.

PARCEL "C"

From the aforementioned POINT OF COMMENCEMENT, thence N.89°50'39"W. along the Southerly line of said "RALEIGH HOUSE OF PORT CHARLOTTE" and its Westerly extension a distance of 475.66 feet; thence S.00°09'21"W. for a distance of 53.52 feet to the POINT OF BEGINNING; thence S.89°50'39"E. for a distance of 187.57 feet; thence S.00°09'21"W. for a distance of 45 feet; thence N.89°50'39"W. for a distance of 127.42 feet; thence S.00°09'21"W. for a distance of 70.21 feet; thence S.89°50'39"E. for a distance of 332.84 feet; thence N.00°09'21"E. for a distance of 70.21 feet; thence N.89°50'39"W. for a distance of 127.42 feet; thence N.00°09'21"E. for a distance of 45 feet; thence S.89°50'39"E. for a distance of 201.99 feet; thence S.00°41'21"W. for a distance of 125.74 feet to a point on a 930 foot radius circular curve concave to the Southeast said curve being also the Northerly right-of-way line of Brinson Avenue as shown on the plat of PORT CHARLOTTE PLAZA SECTION TWO as said plat is recorded in Plat Book 7, Pages 67A and 67B, of said Public Records, the radial line to said point bearing N.6°49'05"W.; thence Westerly and Southwesterly along the arc of said curve through a central angle of 20°44'41" for a distance of 336.72 feet to a point of reverse curvature with a 605 foot radius circular curve concave Northwesterly; thence Southwesterly along the arc of said circular curve through a central angle of 10°56'18" for a distance of 115.50 feet; thence leaving the Northerly right-of-way line of said Brinson Avenue N.00°09'21"E. for a distance of 159.74 feet; thence N.89°50'39"W. for a distance of 40 feet; thence N.00°09'21"E. for a distance of 109.50 feet to the POINT OF BEGINNING.

Revised: 1/29/79

OR 620 PG 1246

PARCEL "D"

An easement for underground utilities only lying under the CAMBRIDGE HOUSE OF PORT CHARLOTTE, described as follows:

From the aforementioned POINT OF COMMENCEMENT, N.89°50'39"W. along the Southerly line of said "RALEIGH HOUSE OF PORT CHARLOTTE" and its Westerly extension a distance of 475.66 feet; thence S.00°09'21"W. for a distance of 53.52 feet; thence S.89°50'39"E. for a distance of 187.57 feet; thence S.00°09'21"W. for a distance of 45 feet; thence N.89°50'39"W. for a distance of 127.42 feet; thence S.00°09'21"W. for a distance of 70.21 feet; thence S.89°50'39"E. for a distance of 175 feet to the POINT OF BEGINNING of the centerline of a 10 foot wide easement lying 5 foot on each side of the following centerline; N.21°09'21"E. to the Northerly line of the parcel. reserved for the CAMBRIDGE HOUSE OF PORT CHARLOTTE structure, the Northwesterly and Southeasterly lines of said 10 foot easement are to be extended or contracted to conform to the limits of the parcel reserved for the CAMBRIDGE HOUSE OF PORT CHARLOTTE.

Revised: 1/29/79

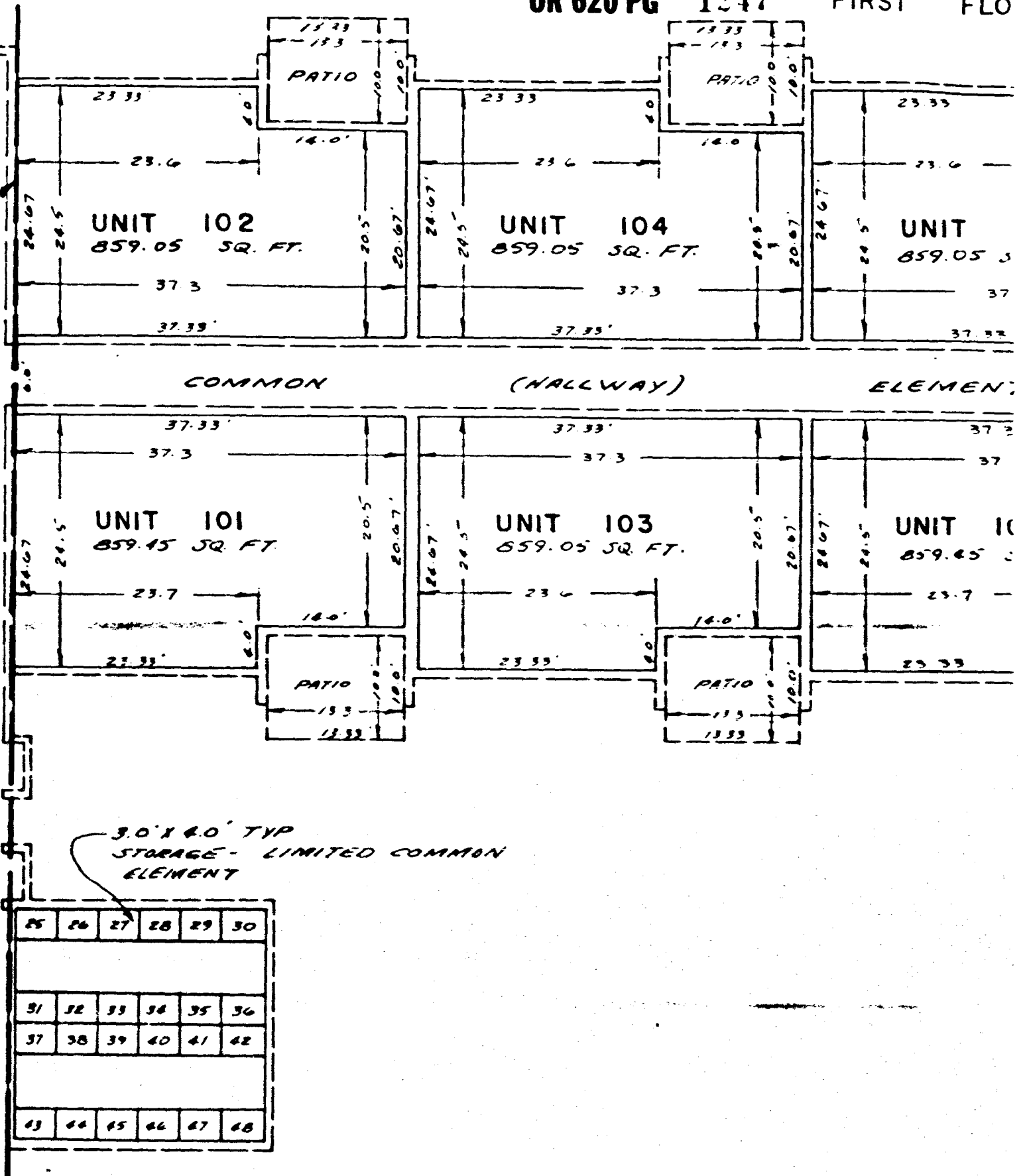
P- 72-A

CAMBRIDGE HOUSE OF P A CONDOMIN

OR 620 PG 1247

EXHIBIT I
FIRST FLO

SEE SHEET FOR LEFT HALF OF FIRST FLOOR MATCH LINE



GRAPHIC SCALE 1" = 10'

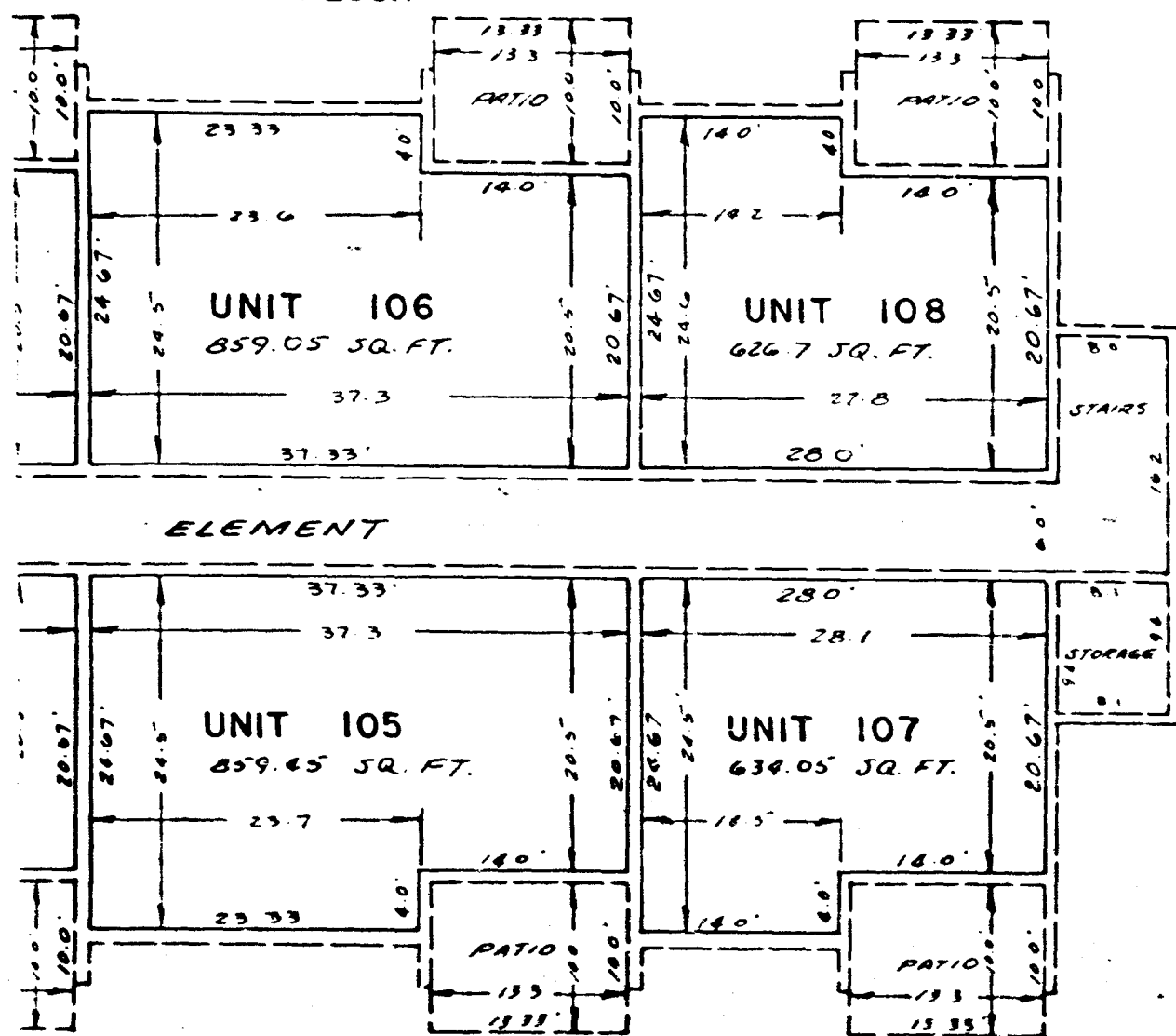
0 10 20 30

CRAVEN - THOMPSON & ASSOC. INC WEST
LAND SURVEYORS - CIVIL ENGINEERS
313 CROSS STREET
PUNTA GORDA, FLORIDA

NOTES 1. WALL THICKNESS 24" UNLESS OTHERWISE NOTED
2. ELEVATIONS SHOWN HEREIN ON N.O.S. MEAN SEA LEVEL
3. AS BUILT DIMENSIONS ARE NEAREST TENTH (0.1) FEET

USE OF PORT CHARLOTTE CONDOMINIUM

EXHIBIT I FIRST FLOOR



LEGEND

- 1) ——— DENOTES UNIT BOUNDARIES
(UNFINISHED INTERIOR SURFACES).
- 2) ——— DENOTES WALLS OF COMMON
ELEMENTS.
- 3) STORAGE SPACES ARE LIMITED COMMON
ELEMENTS.

WIDTHS AND DEPTHS
LESS OTHERWISE NOTED

ELEVATIONS SHOWN HEREON ARE BASED
N.O.S. MEAN SEA LEVEL DATUM.

UNIT DIMENSIONS ARE SHOWN TO THE
HIGHEST TENTH (0.10) OF A FOOT.

FINISHED ELEVATIONS

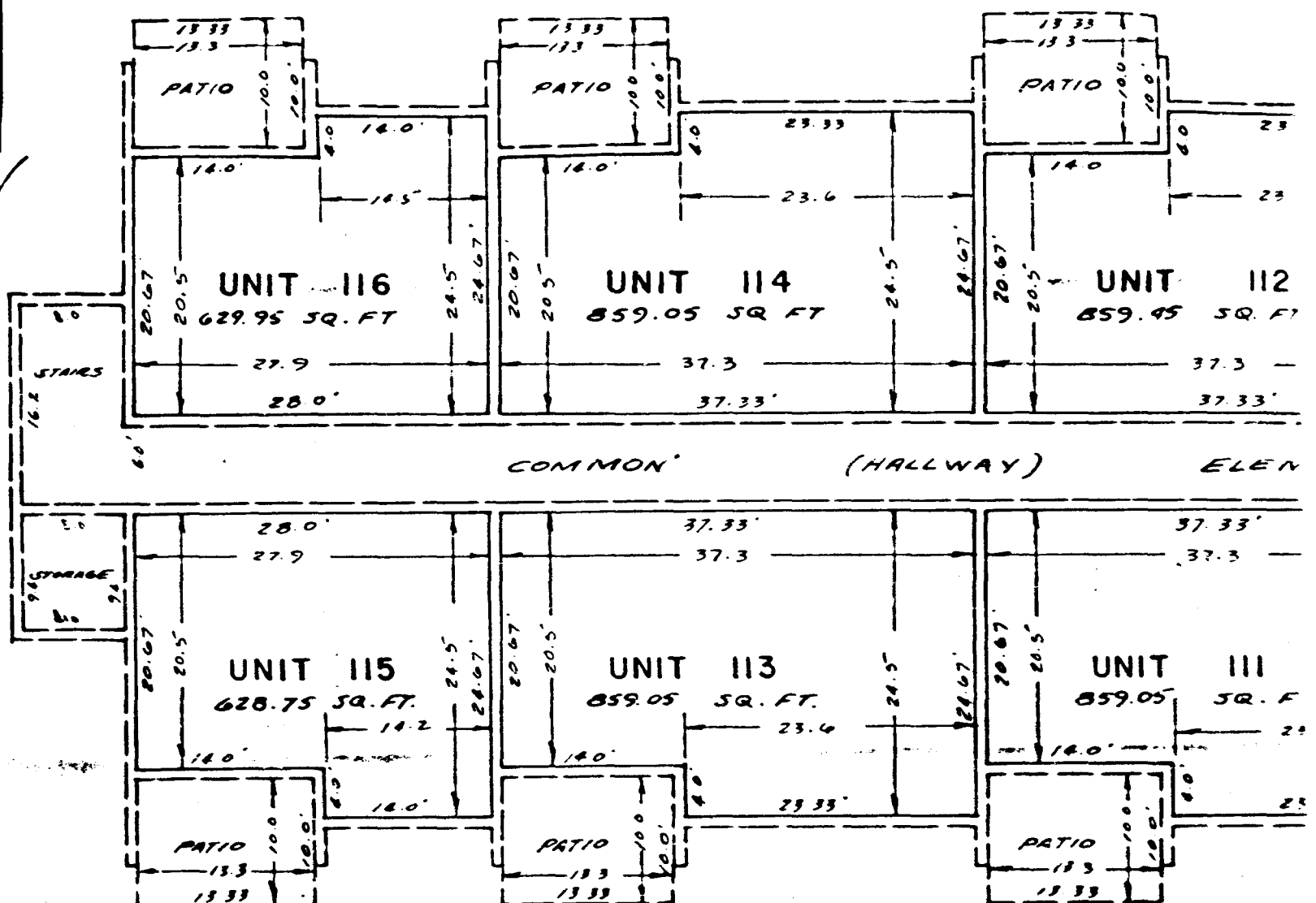
FLOOR 12.50

CEILING 20.50

CAMBRIDGE HOUSE OF P A CONDOMINIUM

OR 620 PG 1249

EXHIBIT J
FIRST FLOOR



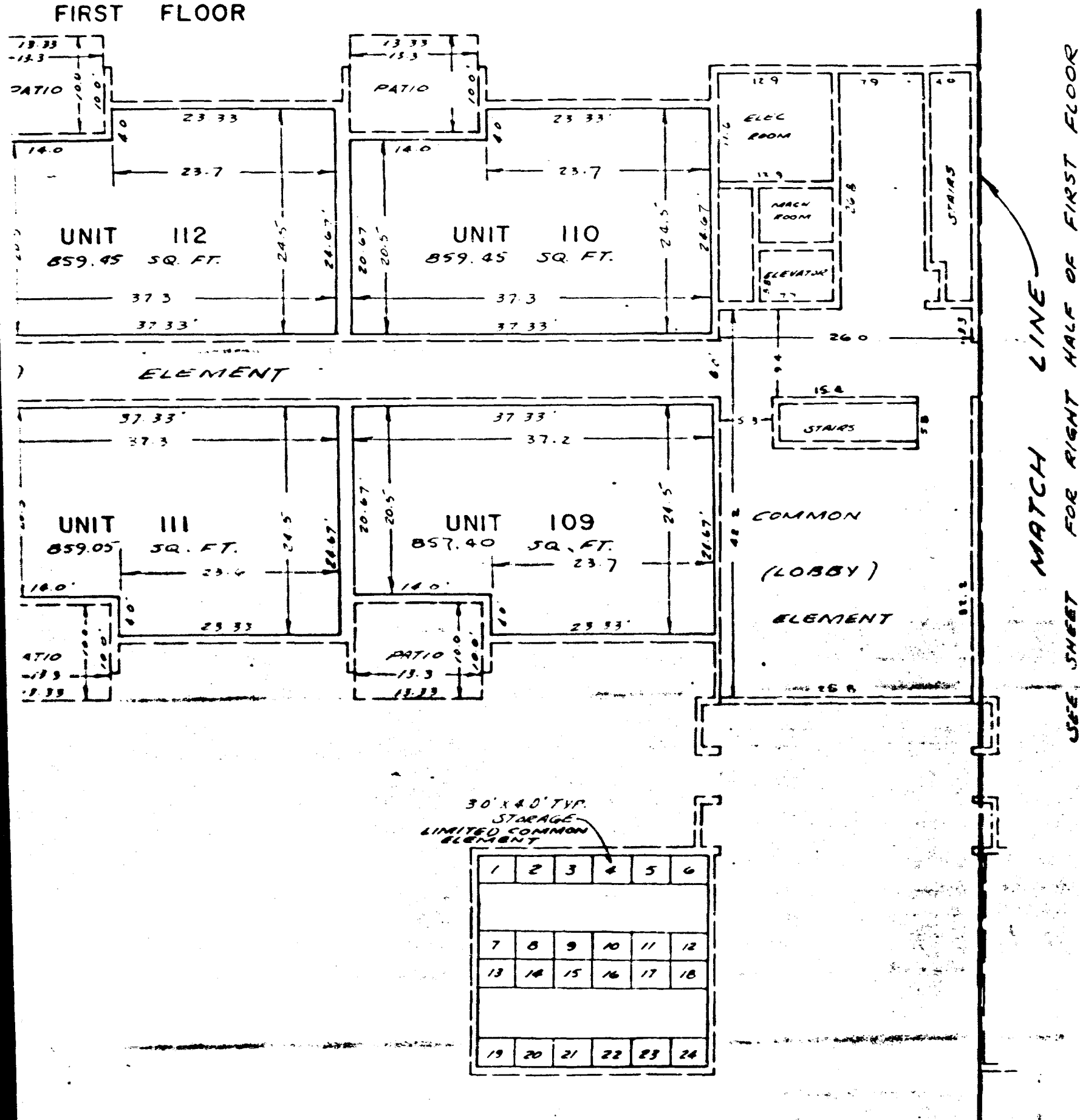
GRAPHIC SCALE 1" = 10'

CRAVEN · THOMPSON & ASSOC. INC. WEST
LAND SURVEYORS · CIVIL ENGINEERS
313 CROSS STREET
PUNTA GORDA, FLORIDA

NOTES 1. WALL WIDTHS ARE 0.67' UNLESS OTHERWISE NOTED
2. ELEVATIONS SHOWN HEREON ARE ON N.O.S. MEAN SEA LEVEL
3. AS BUILT DIMENSIONS ARE TO NEAREST TENTH (0.10) OF A FOOT

USE OF PORT CHARLOTTE CONDOMINIUM

EXHIBIT I FIRST FLOOR



LEGEND

- 1) ——— DENOTES UNIT BOUNDARIES (UNFINISHED INTERIOR SURFACES)
- 2) ——— DENOTES WALLS OF COMMON ELEMENTS.
- 3) STORAGE SPACES ARE LIMITED COMMON ELEMENTS.

WIDTHS ARE 0.67' WIDE
S OTHERWISE NOTED.

IONS SHOWN HEREON ARE BASED
O.B. MEAN SEA LEVEL DATUM.

ALL DIMENSIONS ARE SHOWN TO THE
1/8" TENTH (0.10) OF A FOOT.

FINISHED ELEVATIONS

FLOOR 12.53

CEILING 20.53

CONTINUATION OF

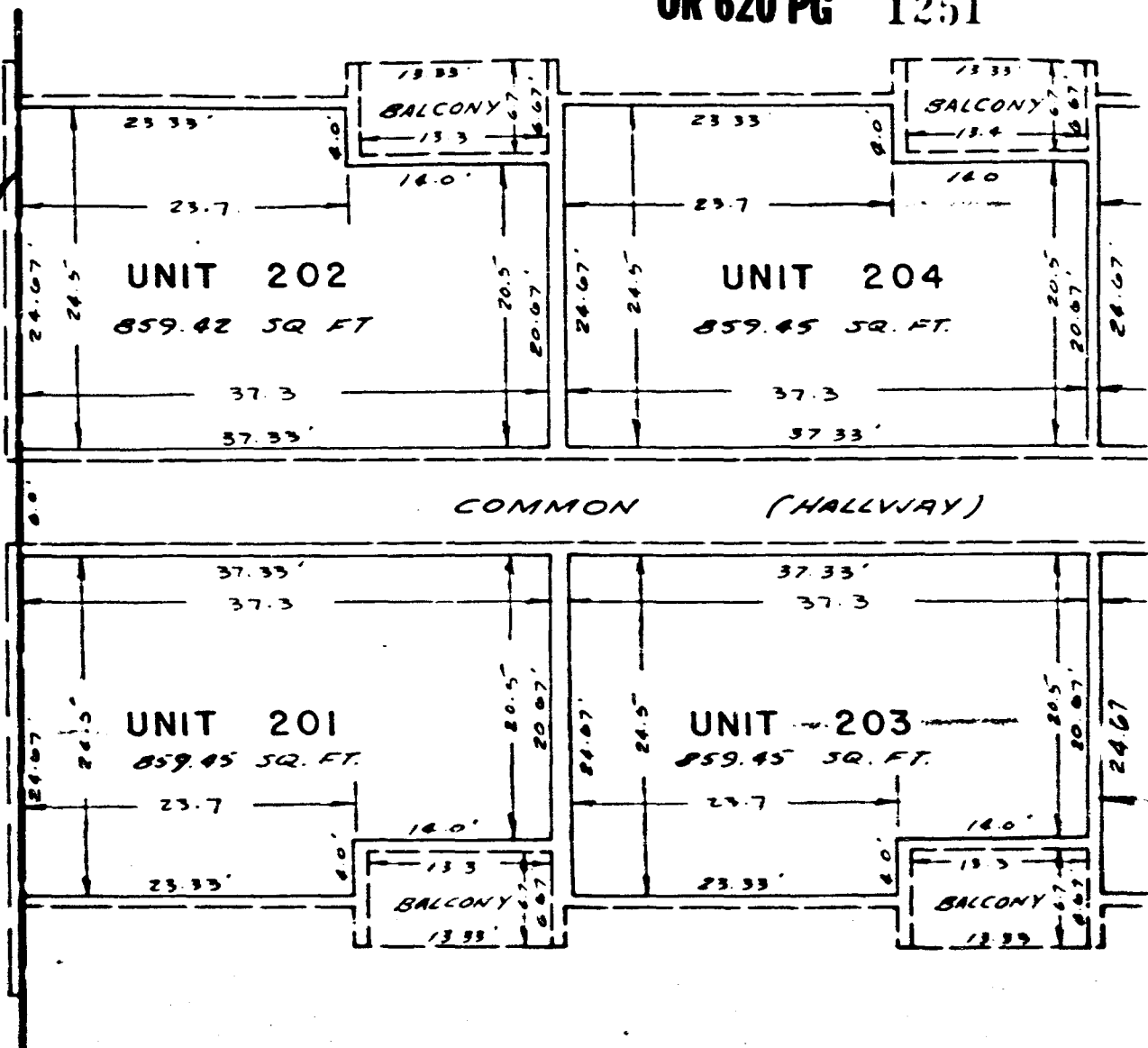
CAMBRIDGE HOUSE OF A CONDOMINIUM

EXHIBIT
SECOND F

OR 620 PG 1251



SEE SHEET FOR LEFT HALF OF SECOND FLOOR
MATCH LINE



GRAPHIC SCALE 1" = 10'
0 10 20 30

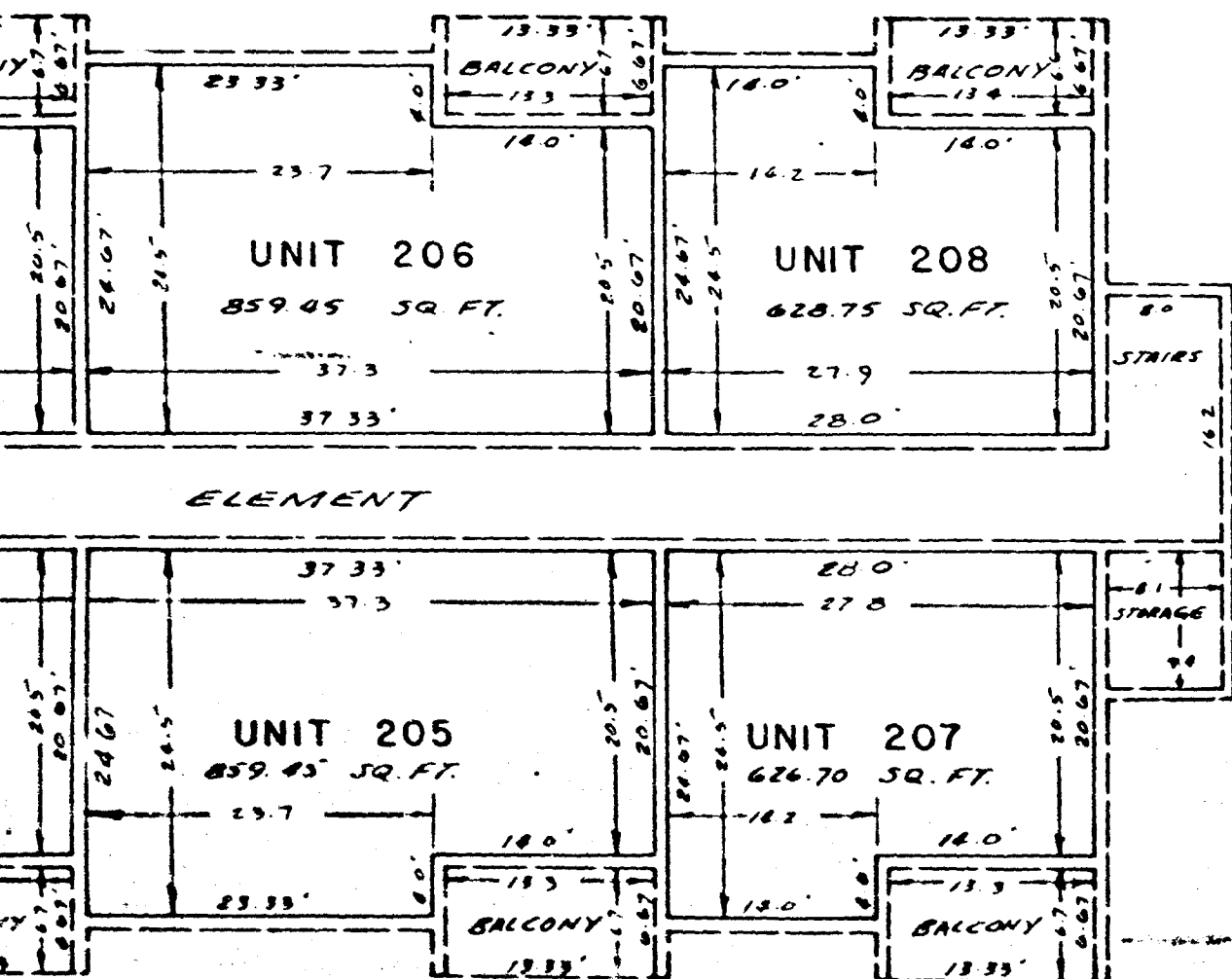
CRAVEN · THOMPSON & ASSOC. INC. WEST
LAND SURVEYORS · CIVIL ENGINEERS
313 CROSS STREET
PUNTA GORDA, FLORIDA

NOTES: 1. WALL WIDTHS ARE 0.67' W.
UNLESS OTHERWISE NOTED
2. ELEVATIONS SHOWN HEREON
ON N.O.S. MEAN SEA LEVE
3. AS BUILT DIMENSIONS ARE
NEAREST TENTH (0.10) OF

OF PORT CHARLOTTE MINIUM

OR 620 PG 1252

UNIT I
ND FLOOR



LEGEND

- 1.) ——— DENOTES UNIT BOUNDARIES
(UNFINISHED INTERIOR SURFACES)
- 2.) ——— DENOTES WALLS OF COMMON
ELEMENTS.
- 3.) STORAGE SPACES ARE LIMITED COMMON
ELEMENTS.

RE 0.67' WIDE
SE NOTED.

WN HEREON ARE BASED
SEA LEVEL DATUM.

SIONS ARE SHOWN TO THE
(0.10) OF A FOOT.

FINISHED ELEVATIONS

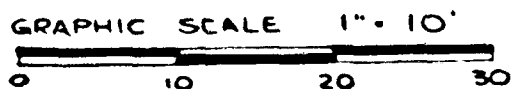
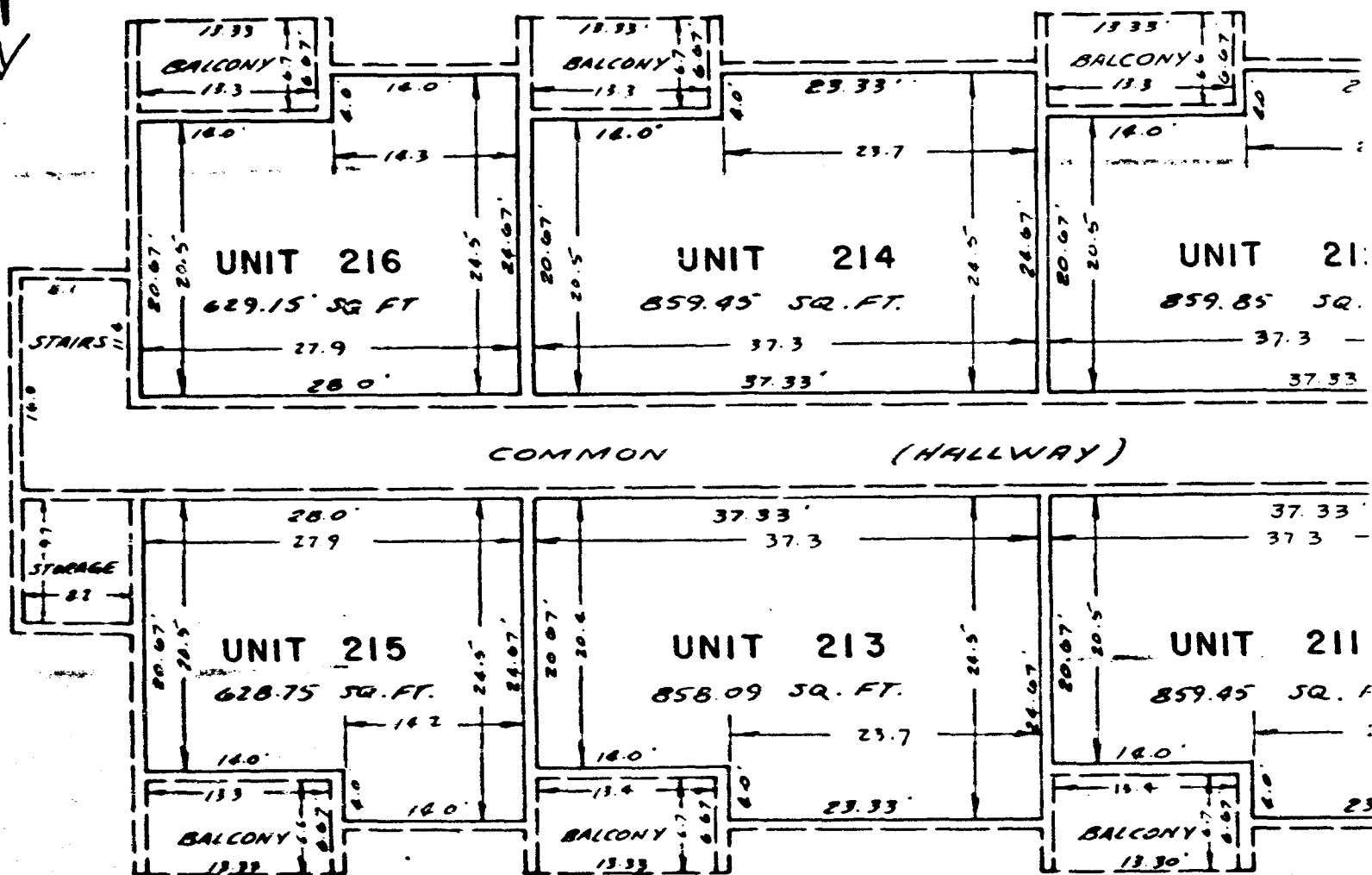
FLOOR 21.39
CEILING 29.39

CAMBRIDGE HOUSE OF A CONDOMINIUM

EXHIBIT

OR 620 PG 1253

SECOND FLOOR

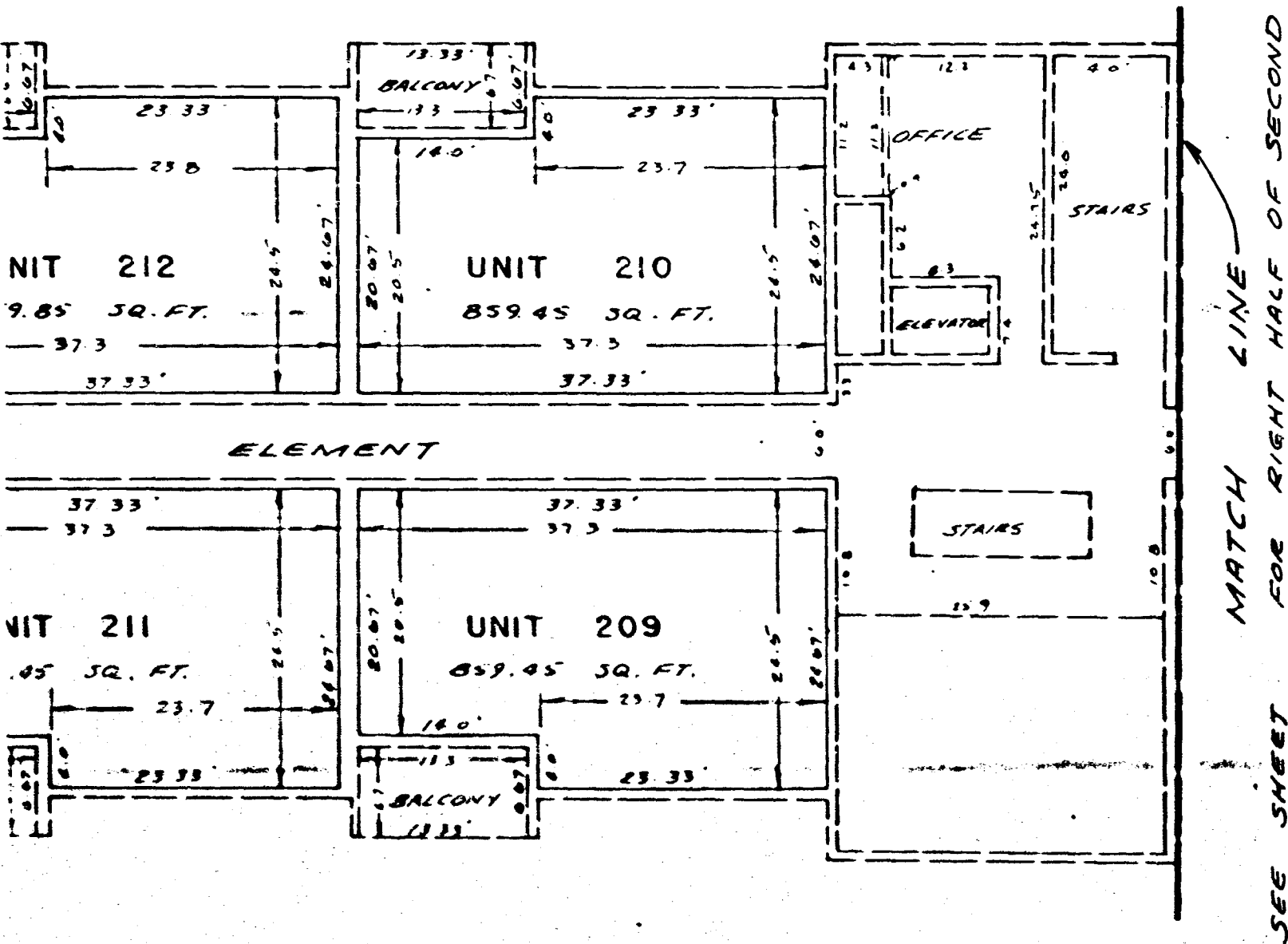


CRAVEN · THOMPSON & ASSOC. INC. WEST
LAND SURVEYORS · CIVIL ENGINEERS
313 CROSS STREET
PUNTA GORDA, FLORIDA

- NOTES:
1. WALL WIDTHS ARE 0.67' W UNLESS OTHERWISE NOTED
 2. ELEVATIONS SHOWN HEREON ON N.O.S. MEAN SEA LEVEL
 3. AS BUILT DIMENSIONS ARE NEAREST TENTH (0.10) OF

OF PORT CHARLOTTE
DOMINIUM

HIBIT I
COND FLOOR



LEGEND

- 1) ——— DENOTES UNIT BOUNDARIES (UNFINISHED INTERIOR SURFACES)
- 2) — — — DENOTES WALLS OF COMMON ELEMENTS.
- 3) STORAGE SPACES ARE LIMITED COMMON ELEMENTS.

ARE 0.67' WIDE
WISE NOTED.
COMMON ARE BASED
ON SEA LEVEL DATUM.
ENSIONS ARE SHOWN TO THE
IN (0.10) OF A FOOT

FINISHED ELEVATIONS
FLOOR 21.33
CEILING 29.33

CONTINUATION OF

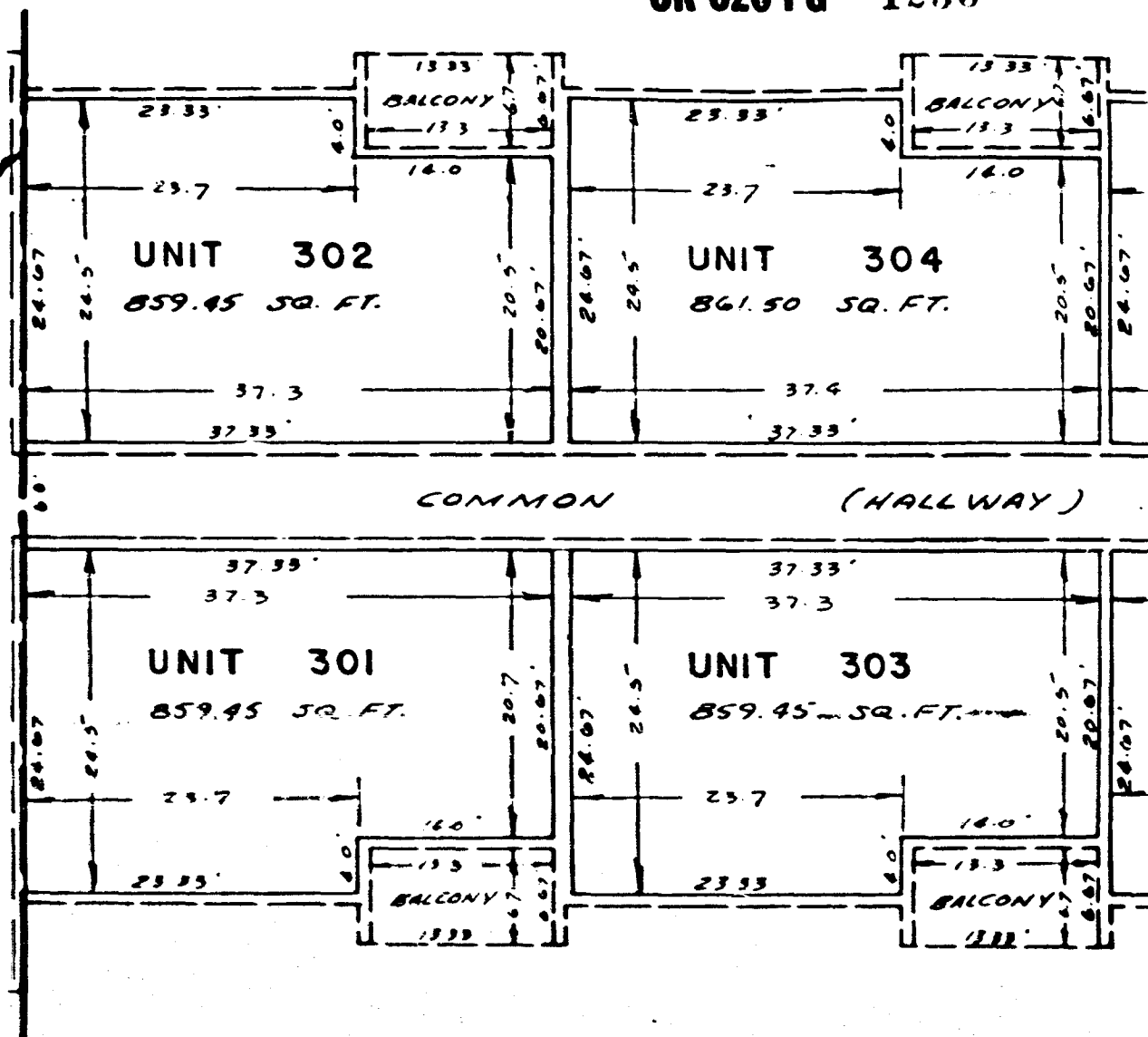
CAMBRIDGE HOUSE OF F A CONDOMINIUM

EXHIBIT
THIRD FL

OR 620 PG 1255



SEE SHEET FOR LEFT HALF OF THIRD FLOOR
MATCH LINE

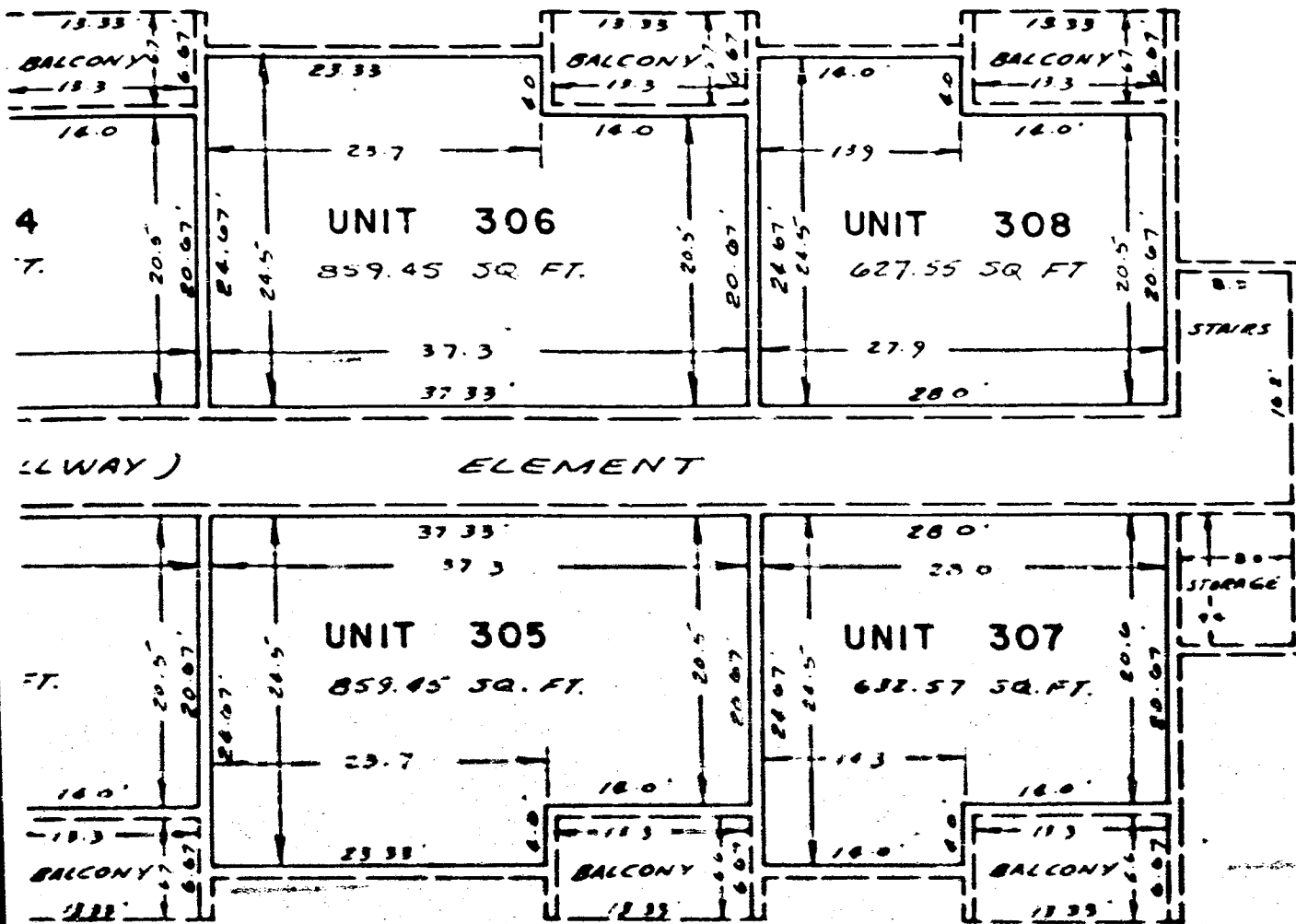


CRAVEN · THOMPSON & ASSOC. INC. WEST
LAND SURVEYORS · CIVIL ENGINEERS
313 CROSS STREET
PUNTA GORDA, FLORIDA

- NOTES:
1. WALL WIDTHS ARE 0.67' W UNLESS OTHERWISE NOTED
 2. ELEVATIONS SHOWN HEREON ON N.O.S. MEAN SEA LEVEL
 3. AS BUILT DIMENSIONS ARE NEAREST TENTH (0.10) OF

SE OF PORT CHARLOTTE CONDOMINIUM

EXHIBIT I
THIRD FLOOR



LEGEND

- 1) ——— DENOTES UNIT BOUNDARIES
(UNFINISHED INTERIOR SURFACES)
- 2) ——— DENOTES WALLS OF COMMON
ELEMENTS.
- 3.) STORAGE SPACES ARE LIMITED COMMON
ELEMENTS.

AS ARE 0.67' WIDE
OTHERWISE NOTED.

SHOWN HEREON ARE BASED
MEAN SEA LEVEL DATUM.

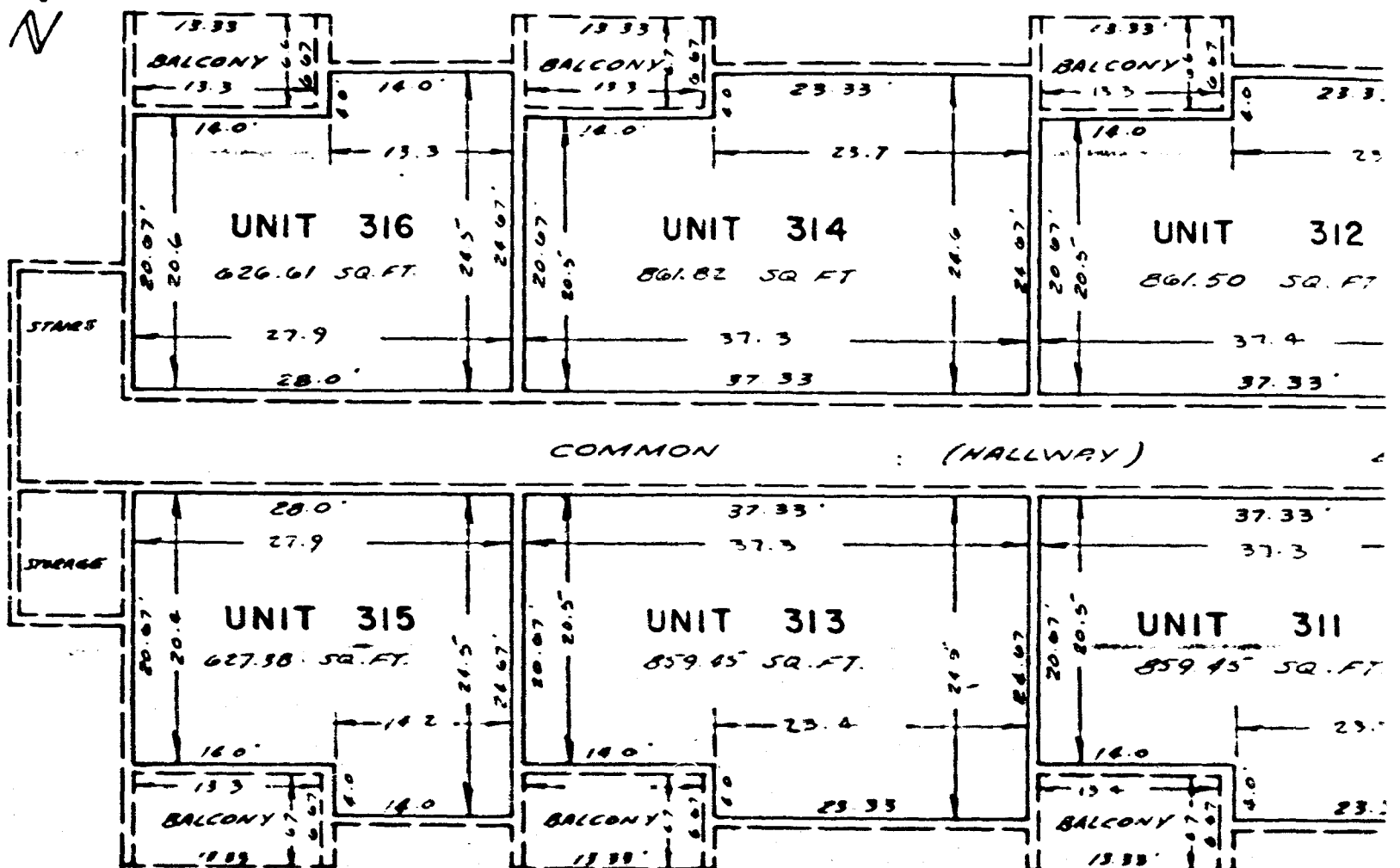
DIMENSIONS ARE SHOWN TO THE
CENTH (0.10) OF A FOOT.

FINISHED ELEVATIONS
FLOOR 30.23
CEILING 38.23

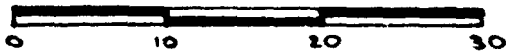
CAMBRIDGE HOUSE OF P A CONDOMIN

EXHIBIT I
THIRD FLOOR

OR 620 PG 1257



GRAPHIC SCALE 1" = 10'

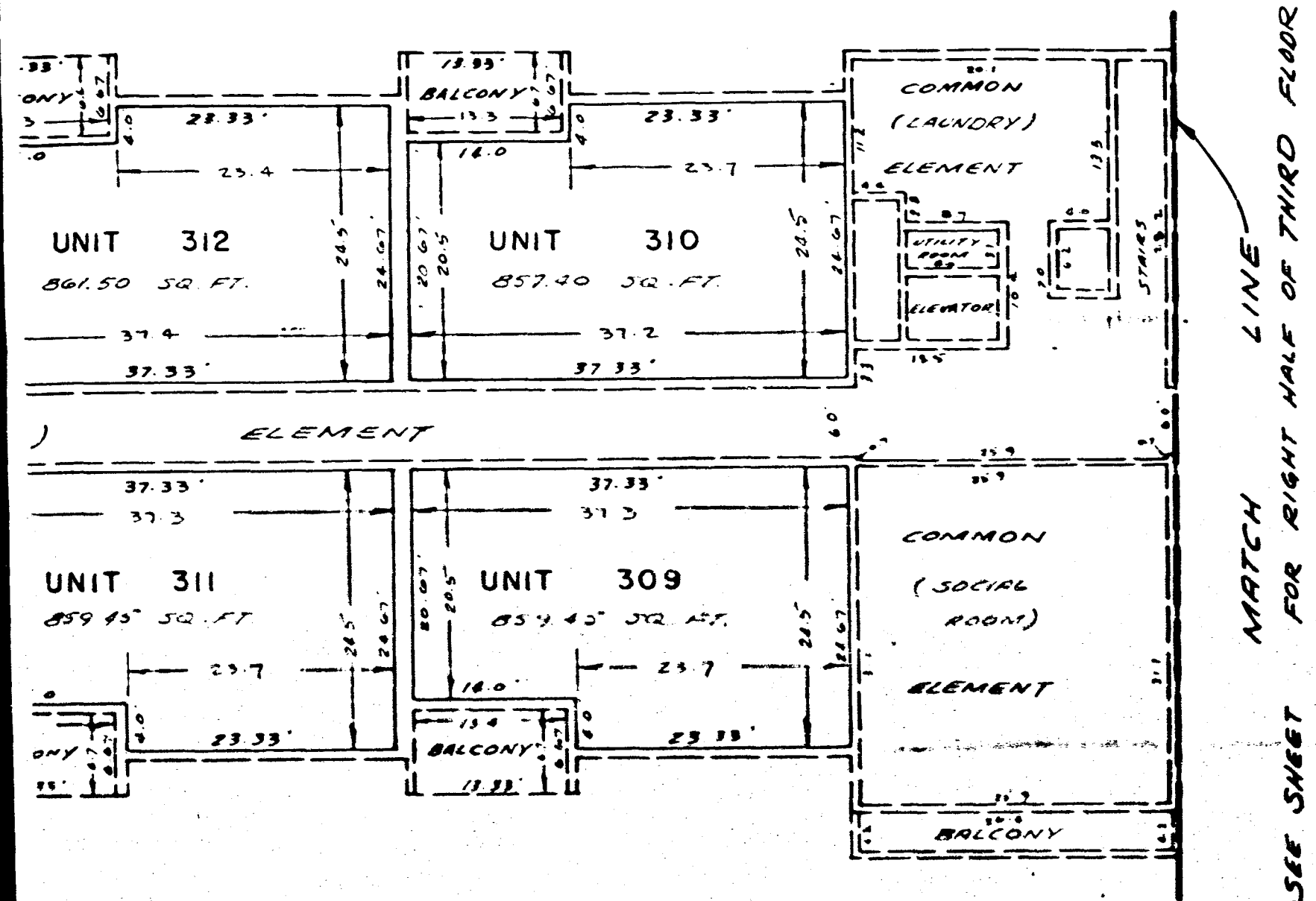


CRAVEN · THOMPSON & ASSOC. INC. WEST
LAND SURVEYORS · CIVIL ENGINEERS
313 CROSS STREET
PUNTA GORDA, FLORIDA

- NOTES:
1. WALL WIDTHS ARE 0.67' WIDE UNLESS OTHERWISE NOTED.
 2. ELEVATIONS SHOWN HEREON ARE ON N.O.S. MEAN SEA LEVEL.
 3. AS BUILT DIMENSIONS ARE TO NEAREST TENTH (0.10) OF A

SE OF PORT CHARLOTTE CONDOMINIUM

EXHIBIT I THIRD FLOOR



LEGEND

- 1) ——— DENOTES UNIT BOUNDARY (UNFINISHED INTERIOR SURFACES)
- 2) — — — DENOTES WALLS OF COMMON ELEMENTS.
- 3) STORAGE SPACES ARE LIMITED COMMON ELEMENTS.

DOORS ARE 0.67' WIDE
OTHERWISE NOTED.
DIMENSIONS SHOWN HEREON ARE BASED
ON 3.0' MEAN SEA LEVEL DATUM.

DIMENSIONS ARE SHOWN TO THE
TENTH (0.10) OF A FOOT.

FINISHED ELEVATIONS
FLOOR 30.23
CEILING 38.23

CONTINUATION OF
SHEET 13 OF 14.

OR 620 PG 1259

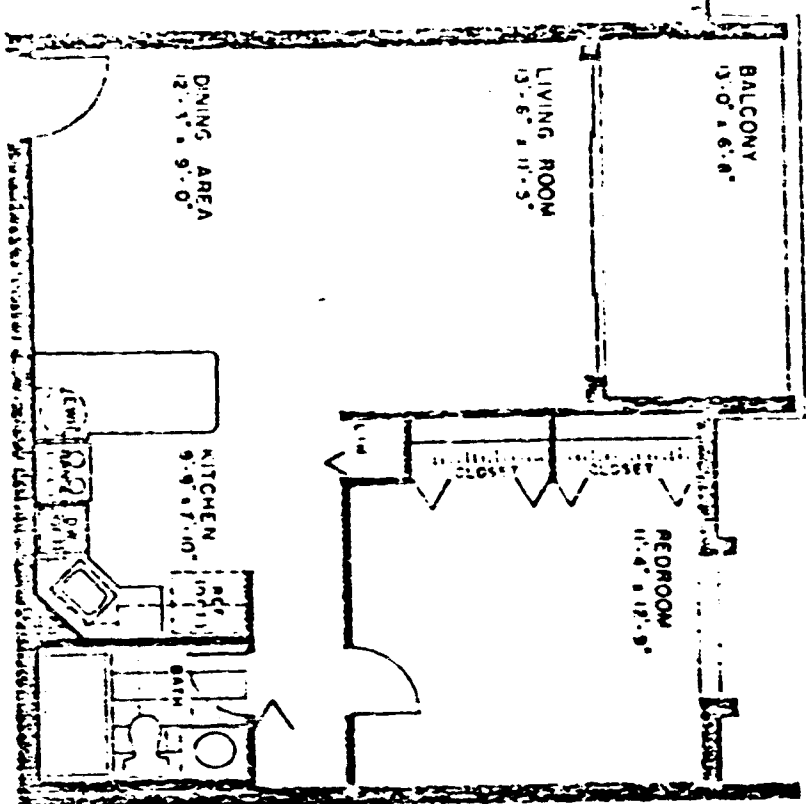
EXHIBIT 1

1 BEDROOM UNITS

GROUND FLOOR - UNIT NUMBERS [107] [108] [118] [119]

SECOND FLOOR - UNIT NUMBERS [207] [208] [218] [219]

THIRD FLOOR - UNIT NUMBERS [307] [308] [318] [319]



UNIT FLOOR PLAN



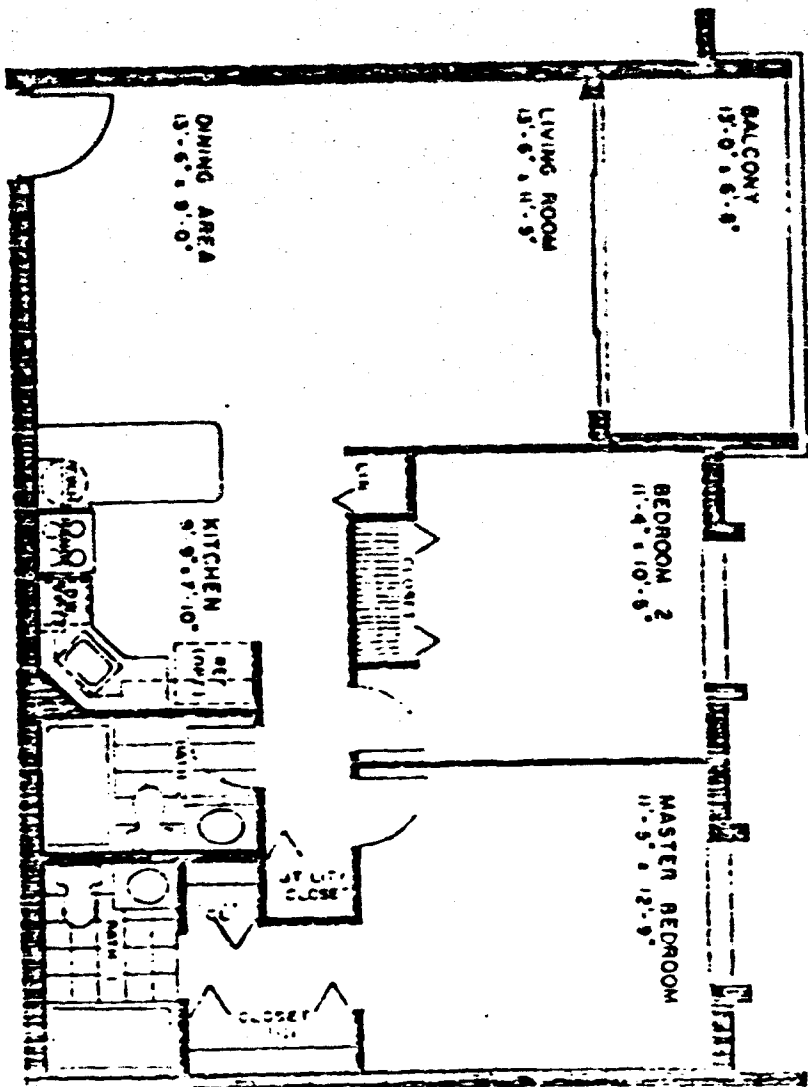
2 BEDROOM UNITS

GROUND FLOOR - UNIT NUMBERS [101] THRU [109]

SECOND FLOOR - UNIT NUMBERS [201] THRU [209]

THIRD FLOOR - UNIT NUMBERS [301] THRU [309]

[101] THRU [109]
[108] THRU [114]
[201] THRU [209]
[208] THRU [214]
[301] THRU [309]
[308] THRU [314]



ONE-BEDROOM MODEL

TWO-BEDROOM MODEL

CAMBRIDGE HOUSE OF PORT CHARLOTTE
A CONDOMINIUM

PREPARED BY GENERAL DEVELOPMENT CORPORATION - ENVIRONMENTAL PLANNING DEPARTMENT

EXHIBIT 2

TO THE DECLARATION OF CONDOMINIUM

OF:

OR 620 PG 1260

CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM

<u>Unit Number</u>	Percentage of Common Elements, Common Expenses and <u>Common Surplus of Units</u>
101	2.15054%
102	2.18041%
103	2.15054%
104	2.18041%
105	2.15054%
106	2.18041%
107	1.70251%
108	1.73238%
109	2.15054%
110	2.18041%
111	2.15054%
112	2.18041%
113	2.15054%
114	2.18041%
115	1.70251%
116	1.73238%
201	2.18041%
202	2.21027%
203	2.18041%
204	2.21027%
205	2.18041%
206	2.21027%
207	1.73238%
208	1.76225%
209	2.18041%
210	2.21027%
211	2.18041%
212	2.21027%
213	2.18041%
214	2.21027%
215	1.73238%
216	1.76225%
301	2.21027%
302	2.24014%
303	2.21027%
304	2.24014%
305	2.21027%
306	2.24014%
307	1.76225%
308	1.79211%
309	2.21027%
310	2.24014%
311	2.21027%
312	2.24014%
313	2.21027%
314	2.24014%
315	1.76225%
316	1.79211%
	<u>100.00000%</u>

FILED
FEB 22 3 31 PM '79
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF

CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC.

(A Corporation Not For Profit)

OR 620 PG 1261

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of Florida Statutes and certify as follows:

ARTICLE I

NAME

The name of this corporation shall be:

CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC.

(the "Corporation")

ARTICLE II

PURPOSE

In accordance with the provisions of Chapter 718 of Florida Statutes, commonly known as The Condominium Act, a Condominium will be created by GENERAL DEVELOPMENT CORPORATION, a Delaware corporation (the "Developer") upon certain lands in Charlotte County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof, to be known as CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM (the "Condominium") being one of nine buildings constituting or to constitute Charlotte Square, which is located on land described in Exhibit B attached hereto and made a part hereof. Nine condominium buildings are now constructed or in the process of construction including the subject condominium. The Declaration subjecting the lands involved to a condominium form of ownership will be recorded among the Public Records of Charlotte County, Florida. The Corporation is organized for the purpose of operating, governing, administering and managing the property and affairs of the Condominium, and to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, the Bylaws, these Articles of Incorporation and the aforementioned Declaration of Condominium, and further to exercise all powers granted to a condominium association under The Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in the Corporation's capacity as a condominium association.

ARTICLE III

POWERS

OR 620 PG 1262

The powers of the Corporation shall include and be governed by the following provisions, and defined terms in these Articles shall have the meaning given them in Florida Statutes, Chapter 718 and the Declaration of Condominium of CAMBRIDGE HOUSE OF PORT CHARLOTTE -- A CONDOMINIUM (the "Declaration").

(1) The Corporation shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles; in addition, all of the powers conferred by The Condominium Act upon a condominium association; and, in addition, all of the powers set forth in the Declaration which are not in conflict with law.

(2) The Corporation shall have all of the powers reasonably necessary to implement the purposes of the Corporation, including, but not limited to, the following:

(a) To operate and manage the Condominium and Condominium Property in accordance with the sense, meaning, direction, purpose and intent contained in the Declaration when the same has been recorded among the Public Records of Charlotte County, Florida.

(b) To make and collect assessments against members and to lease, maintain and repair and replace the common elements and property owned by the Corporation.

(c) To refund common surplus to members.

(d) To use the proceeds of assessments in the exercise of its powers and duties.

(e) To reconstruct improvements upon the Condominium Property after casualty, and to further improve the Condominium Property and the property of the Corporation.

(f) To make and amend regulations respecting the use of the property in the Condominium.

(g) To approve or disapprove the proposed purchasers, lessees and mortgagees of Units, if required by the Declaration.

(h) To enforce by legal means the provisions of the Condominium documents, these Articles, the Bylaws of the Corporation and the regulations for the use of property in the Condominium and the property of the Corporation.

(i) To purchase and maintain insurance on behalf of any person who is or was a director, officer or employee of the Corporation against liability asserted against him or incurred by him in any such capacity or arising out of his status as such.

(j) To contract for the management of the Condominium and the Corporation's property and to delegate to such contractor all powers and duties of the Corporation except such as are specifically

required by the Condominium documents to have approval of the Board of Directors or the membership of the Corporation:

OR 620 PG 1263

(i) In any such contract or undertaking, the Corporation may agree that the cost of maintaining, operating, repairing and keeping up the Condominium Property and Corporation's property to the extent that such maintenance, operation, upkeep and repair are the obligations of the Corporation, may be prorated on a weighted average basis among the various buildings in Charlotte Square, which shall have entered into a contract with the managing agent, firm or corporation similar to or the same as the one entered into by the Corporation, providing only that such proration shall be on a fair and equitable basis and shall apply to all such costs and expenses of management, maintenance, repair and upkeep as are not readily susceptible to cost accounting or direct application to the Corporation or to another of the buildings or condominium associations in Charlotte Square.

(ii) Said contract may provide that the total operation of said managing agent, firm or corporation shall be at the cost of the Corporation and all other buildings at Charlotte Square on a pro rata basis, based on number of apartments participating or other equitable proration. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds handled and managed by the managing agent. Such fee may, if the contract so provides, be another cost of the management function to be borne by the Corporation on a pro rata basis.

(iii) The Corporation may enter into a contract with the associations of the condominiums of Charlotte Square and with the person, firm, corporation or real estate management agent to provide the services mentioned in this Subparagraph 2(j) upon such terms and conditions as the majority of the buildings in Charlotte Square shall determine.

(iv) Nothing in this Subparagraph 2(j) or in the Declaration of Condominium shall be deemed to require the Corporation to maintain the interior of any Unit, or to enter into any contract or undertaking to provide for the maintenance or upkeep of the interior of the Units of the Condominium.

(3) All funds and title of all properties acquired by the Corporation and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Condominium documents. Without in any way limiting the Corporation's power with respect thereto allowed by law, the Corporation is specifically authorized to enter into agreements with others commonly holding property with the Corporation regarding the use, management and operation of said property, whether or not such Agreement is consistent with the guidelines provided in the provisions of Subparagraph 2(j) above.

(4) The powers of the Corporation shall be subject to and be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the Condominium property.

OR 620 PG 1264

ARTICLE IV

MEMBERS

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

(1) Until such time as the Declaration shall be recorded among the Public Records of Charlotte County, Florida, the membership of the Corporation shall be comprised of the Subscribers to these Articles, or their assigns, each of which Subscribers or his assigns, shall be entitled to cast one vote on all matters in which the membership shall be entitled to vote.

(2) After the recording of the Declaration, the owners of each Unit in the Condominium shall each be a member of the Corporation and, at such time, the Subscribers who are members of the Corporation by virtue of Paragraph (1) above shall no longer be members unless they are also Unit Owners.

(3) Thereafter, membership in the Corporation shall be established by acquisition of the fee title to a Unit in the Condominium, whether by conveyance, devise, judicial decree or otherwise, and the membership of any part shall be automatically terminated upon an owner's being divested of all title to or his entire fee interest in any Unit except that nothing herein contained shall be construed as terminating the membership of any party who may own a fee ownership interest in two or more Units, so long as such party shall retain title to a fee ownership interest in any unit.

(4) The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit. The properties, funds and assets of the Corporation shall be held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the Bylaws which may hereafter be adopted.

(5) On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Unit in the Condominium, which vote may be exercised or cast by the owner or owners of each Unit in such manner as may be provided in the Bylaws of the Corporation. Should any member own more than one Unit, such member shall be entitled to exercise or cast one vote for each Unit owned in the manner provided by said Bylaws.

ARTICLE V

TERM

The Corporation shall have perpetual existence.

ARTICLE VI
PRINCIPAL OFFICE

OR 620 PG 1265

The principal office of the Corporation shall be located at:

1111 South Bayshore Drive
Miami, Florida 33131

but the Corporation may change said principal office and transact business at such other places within or without the State of Florida as shall from time to time be designated by the Board of Directors.

ARTICLE VII

MANAGEMENT OF THE AFFAIRS OF THE CORPORATION --

OFFICERS

The affairs of the Corporation shall be managed by its officers, subject, however, to the directions of the Board of Directors, except to the extent that the Directors shall have delegated the responsibility for such management under the provisions of these Articles and in accordance with the Bylaws. The officers of the Corporation shall consist of a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors according to the Bylaws of the Corporation. The Directors may, if they desire, combine the offices of Secretary and Treasurer and, in addition, provide for such other officers, agents, supervisory personnel or employees of the Corporation as they shall deem appropriate, none of whom need be a member of the Corporation. Officers will be elected annually to hold office until the next annual meeting of the Board of Directors or until their successors are elected and qualify. The names of the officers who are to serve until their successors are duly elected or appointed and qualify are:

<u>C. C. CRUMP</u>	President
<u>ROBERT F. EHRLING</u>	Vice-President
<u>WAYNE L. ALLEN</u>	Secretary
<u>GEORGE W. FLAGG</u>	Treasurer

Until the first annual meeting of members, the Developer shall appoint the officers of the Corporation. None of the above officers specifically named in these Articles or their substitutes, if appointed by the Developer, shall be required to be a member of the Corporation to hold office.

ARTICLE VIII.

BOARD OF DIRECTORS

The Corporation shall be governed by a Board of Directors consisting of not less than three (3) nor more than

five (5) persons as provided for in the Bylaws. In the absence of any provision in the Bylaws designating the number of Directors, the number thereof shall be three (3), provided, however, that until the first annual meeting of the members of the Corporation, the Corporation shall be governed by a Board of Directors consisting of three persons. The names and post office addresses of the persons who will serve as Directors until the first annual meeting of members, or until their successors are appointed or elected and qualify, are as follows:

OR 620 PG 1266

<u>Name</u>	<u>Post Office Address</u>
<u>C. C. CRUMP</u>	1111 South Bayshore Drive Miami, Florida 33131
<u>WAYNE L. ALLEN</u>	1111 South Bayshore Drive Miami, Florida 33131
<u>GEORGE W. FLAGG</u>	1111 South Bayshore Drive Miami, Florida 33131

Succeeding Boards of Directors and succeeding Directors shall be elected by members in the manner and in accordance with the method provided for in the Bylaws of the Corporation, as the same shall be constituted from time to time except that notwithstanding anything in these Articles to the contrary, while the Developer owns Units for sale in the Condominium except as may be required under The Condominium Act (currently in effect or as amended, if such amendment is less restrictive on the Developer), the Developer alone shall have the right to name and appoint the Board of Directors and successive Directors who need not be members. The first annual meeting of members of the Corporation shall be called, and thereafter duly held, at such time as the Board of Directors so determines, but not later than such time as the Developer is no longer a Unit Owner.

ARTICLE IX

REMOVAL OF OFFICERS AND DIRECTORS

Any officer may be removed prior to the expiration of his term of office in the manner provided hereinafter, or in such manner as provided in the Bylaws. Any officer may also be removed for cause by a two-thirds vote of the full Board of Directors at a meeting of Directors called at least in part for the purpose of considering such removal. Any officer or director of the Corporation may be removed with or without cause, and for any reason, by the vote or agreement in writing of a majority of all members. A special meeting of the members to recall a Director elected by members may be called by 10% of the members giving notice of the meeting as required in the Bylaws for the giving of notices of special meetings with a statement of the purpose of the meeting. At any such meeting the officer and/or Director whose removal is sought shall be given the opportunity to be heard.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liability, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Corporation, 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 any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XI

BYLAWS

The first Bylaws of the Corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XII

PROHIBITION AGAINST ISSUANCE OF STOCK

AND

DISTRIBUTION OF INCOME

The Corporation shall never have nor issue any shares of stock, nor shall the Corporation distribute any part of the income of the Corporation, if any, to its members, directors or officers. Nothing herein, however, shall be construed to prohibit the payment by the Corporation of compensation in a reasonable amount to the members, Director or officers for services rendered, nor shall anything herein be construed to prohibit the Corporation from making any payments or distributions to members of benefits, monies or properties permitted by Section 617.011 of Florida Statutes and contemplated by the Declaration of Condominium and/or The Condominium Act.

ARTICLE XIII

CONTRACTUAL POWERS

In the absence of fraud, no contract or other transaction between the Corporation and any other person, firm, association, corporation or partnership shall be affected or

invalidated by the fact that any Director or officer of this corporation is pecuniarily or otherwise interested in, or is a Director, member or officer of any such other firm, association, corporation or partnership, or is a party or is pecuniarily or otherwise interested in such contract or other transactions, or in any way connected with any person, firm, association, corporation or partnership, pecuniarily or otherwise interested therein. Any Director may vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Corporation for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested, or were not a Director, member or officer of such other firm, association, corporation or partnership.

ARTICLE XIV

SUBSCRIBERS

The names and post office addresses of the Subscribers to these Articles of Incorporation are as follows:

<u>N a m e</u>	<u>Post Office Address</u>
<u>C. C. CRUMP</u>	1111 South Bayshore Drive, Miami, Florida 33131
<u>WAYNE L. ALLEN</u>	1111 South Bayshore Drive, Miami, Florida 33131
<u>GEORGE W. FLAGG</u>	1111 South Bayshore Drive, Miami, Florida 33131

ARTICLE XV

AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

From and after the time the majority of the Board of Directors are not appointed by the Developer, as provided in these Bylaws:

(a) 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.

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by 10% of the members of the Corporation. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such written approval is delivered to the Secretary at or prior to action taken pursuant to the approved or consented-to amendment. Except as elsewhere provided, an amendment must be approved and may be adopted by:



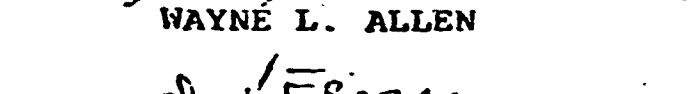
(i) Consent of not less than a majority of the entire membership of the Board of Directors and not less than a majority of the entire membership of the Corporation entitled to vote at meetings of members of the Corporation.

OR 620 PG 1269

While the Developer appoints the Board of Directors of the Corporation, amendments shall be effective when adopted by unanimous consent of the Board of Directors then serving, with no membership approval required.

No amendment shall make any changes in the qualifications for membership nor the voting rights of members without the consent of all members. No amendment shall be made that is in conflict with The Condominium Act or the Declaration, unless the Declaration is concurrently amended.

Signed this 9th day of February, 1979


C. C. CRUMP

WAYNE L. ALLEN

GEORGE V. FLAGG

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

BEFORE ME, the undersigned authority, this day personally appeared C. C. CRUMP, WAYNE L. ALLEN and GEORGE V. FLAGG, who acknowledged before me that they signed and executed the foregoing Articles of Incorporation of CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Miami, Dade County, Florida, this 9th day of February, 1979.


NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 26 1980
BONDED INTO GENERAL INS. UNDERWRITERS

"CAMBRIDGE HOUSE OF PORT CHARLOTTE"

OR 620 PG 1270

That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

BEGINNING at the Southeasterly corner of "RALEIGH HOUSE OF PORT CHARLOTTE" a Condominium as recorded in Condominium Book 1 Pages 32A through 32B of the Public Records of Charlotte County, Florida, THENCE, bear N89°50'39"W, along the Southerly line of said "RALEIGH HOUSE OF PORT CHARLOTTE", and its Westerly extension a distance of 475.66 feet;

THENCE, S00°09'21"W, a distance of 163.02 feet;

THENCE, S89°50'39"E, a distance of 40.00 feet;

THENCE, S00°09'21"W, a distance of 159.74 feet to a point on a curve concave to the Northwest having a radius of 605.00 feet, being along the Northerly right-of-way line of Brinson Avenue according to the record plat of "PORT CHARLOTTE PLAZA SECTION TWO", as recorded in Plat Book 7, Pages 67A through 67B, of the said Public Records;

THENCE, from a radial bearing of S 16°37'28"E, through said point bear Easterly along the arc of said curve through a central angle of 10°56'18", a distance of 115.50 feet to the point of reverse curve of a curve concave to the Southeast having a radius of 930.00 feet;

THENCE, Northeasterly and Easterly along the arc of said curve through a central angle of 21° 13'01", a distance of 344.38 feet;

THENCE, from a radial bearing of N6°20'45"W, bear N00°41'21"E, a distance of 178.36 feet to the POINT OF BEGINNING.

Containing 2.53 acres, more or less.

Bearings as mentioned herein are based on the said record plat of "RALEIGH HOUSE OF PORT CHARLOTTE".

EXHIBIT B

DESCRIPTION

CHARLOTTE SQUARE

OR 620 PG 1271

That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

COMMENCING at the intersection of the base line of Harbor Boulevard (O.R.B. 193, Pages 144-147, Charlotte County, Florida) and the center line of Brinson Avenue (Port Charlotte Plaza, Section Two, Plat Book 7, Pages 67A and 67B, Charlotte County, Florida): thence N 00° 41' 21" E along the base line of said Harbor Boulevard, 687.58 feet; thence N 89° 18' 39" W for 60 feet to a point of intersection with the West right-of-way line of said Harbor Boulevard and the POINT OF BEGINNING; thence N 89° 50' 39" W for 420 feet; thence N 00° 09' 21" E for 130 feet to a point of intersection with the South right-of-way line of Gertrude Avenue (O.R.B. 282, Page 439, Charlotte County, Florida); thence N 89° 50' 39" W along said South right-of-way line for 697.60 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence Southerly along the arc of said curve thru a central angle of 88° 37' 01" for 38.67 feet to the point of a compound curve to the left coincident with the East right-of-way line of Aaron Street (O.R.B. 260, Page 116, Charlotte County, Florida) having a radius of 3,060 feet; thence South along the arc of said curve thru a central angle of 01° 03' 36" for 61.06 feet to the Point of Tangency; thence S 00° 14' 23" W along said East right-of-way line for 844.87 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence East along the arc of said curve thru a central angle of 90° for 39.27 feet to the Point of Tangency on the North right-of-way line of said Brinson Avenue; thence S 89° 45' 37" E along said North right-of-way line for 50 feet to the point of curvature of a circular curve to the left having a radius of 605 feet; thence Northeasterly along the arc of said curve thru a central angle of 27° 48' 09" for 293.57 feet to the point of reverse curvature of a circular curve to the right having a radius of 930 feet; thence Northeasterly along the arc of said curve thru a central angle of 28° 15' 07" for 458.57 feet to the point of tangency; thence S 89° 18' 39" E for 315 feet to the point of curvature of a circular curve to the left having a radius of 25 feet; thence Northerly along the arc of said curve thru a central angle of 90° for 39.27 feet to the point of tangency on said West right-of-way line of Harbor Boulevard; thence N 00° 41' 21" E along said West right-of-way line for 627.58 feet to the POINT OF BEGINNING.

Lying in Charlotte County, Florida, and containing 20.81 acres more or less.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

OR 620 PG 1272

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST--THAT CAMBRIDGE HOUSE OF PORT CHARLOTTE - A Condominium, Inc
(Name of Corporation)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA,
WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF Miami
(CITY)

STATE OF Florida, HAS NAMED Donald M. Homer
(STATE) (NAME OF RESIDENT AGENT)

LOCATED AT 1111 South Bayshore Drive, Miami, Florida, 33131
(STREET ADDRESS AND NUMBER OF BUILDING)

CITY OF Miami STATE OF FLORIDA, AS ITS AGENT TO
ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

SIGNATURE 
(CORPORATE OFFICER)

TITLE President

DATE 9th February, 1979

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE 
(RESIDENT AGENT)

DATE: FEBRUARY 12, 1979

EXHIBIT 4 TO DECLARATION OF CONDOMINIUM

B Y L A W S

OF

OR 620 PG 1273

CAMBRIDGE HOUSE OF PORT CHARLOTTE, INC.

ARTICLE I

NAME AND ADDRESS OF CORPORATION

1. The name of the corporation to which these Bylaws relate is:

CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC.

(the "Corporation")

A Florida Non-Profit Corporation

2. The principal office of the Corporation is:

1111 South Bayshore Drive
Miami, Florida 33131.

ARTICLE II

PURPOSES

The Corporation was organized by GENERAL DEVELOPMENT CORPORATION, a Delaware corporation (the "Developer") for the purpose of being a condominium association within the meaning of The Condominium Act of the State of Florida, to operate, govern, administer and manage the property and affairs of a proposed condominium to be known as:

CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM
(the "Condominium")

to be located on land more particularly described in the Articles of Incorporation of the Corporation. The Corporation shall have the right to exercise all powers granted to it as a corporation under the laws of the State of Florida, these Bylaws, the Articles of Incorporation of CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC. and the Declaration of Condominium pertaining to CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM (the "Declaration" or "Declaration of Condominium") to which these Bylaws relate, and further to exercise all powers granted to a condominium association under The Condominium Act, including, without limitation, to acquire, hold, convey and otherwise deal in and with real and personal property in its capacity as a condominium association. The terms relating to condominium ownership used herein have the meanings given them in The Condominium Act and the Declaration.

If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

This instrument was prepared by:
ALBERT L. ROSE, Esq., Corporate Counsel
General Development Corporation
1115 South Bayshore Drive
Miami, Florida 33131

(a) Assessment of the Developer as a Unit Owner for capital improvements.

OR 620 PG 1274

(b) Any action by the Corporation that would be detrimental to the sales of Units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

ARTICLE III

DIRECTORS AND OFFICERS

A. DIRECTORS:

(1) The affairs of the Corporation shall be managed by a Board of Directors composed of five (5) persons (except that the Board of Directors designated by the Developer shall consist of three (3) members).

(2) The Directors shall be elected at annual meetings of members and shall hold office until their successors are elected and qualify except as herein provided. The first annual meeting of members shall be held as and when determined by the Board of Directors. The Developer shall appoint all of the Directors and their substitutes while the Developer owns Units for sale in the Condominium, except as required by The Condominium Act (currently in effect or as amended, if such amendment is less restrictive on the Developer). The Directors shall be elected from among the membership of the Corporation, except that Directors named in the Articles of Incorporation and those appointed by the Developer need not be members of the Corporation.

At the first annual meeting of the members, Directors shall be elected for a term of one (1) year.

Directors to be elected by Unit Owners other than the Developer shall be elected as follows:

Nominations shall be from the floor at the meeting, and a vote shall be had by written ballot. The number of persons to be elected receiving the highest number of votes shall be declared elected. Each Unit Owner may vote for the number of persons equal to the number of positions on the Board being filled by such election. There shall be no cumulative voting.

No member of the Board of Directors shall receive or be entitled to any compensation for his services as Director, but shall be entitled to reimbursement for all expenses sustained by him as such, if incurred upon the authorization of the Board.

B. OFFICERS:

The officers of the Corporation shall be: a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be appointed by the Board of Directors from among the Members of the Board. The Board of Directors may appoint such additional officers as they deem necessary who need not be members of the Board of Directors. The officers named in the Articles of Incorporation shall serve until the first regular meeting of the Board, and at such meeting the Board shall elect the aforesaid officers. Officers elected at the first meeting of the Board shall hold office until the next ensuing annual meeting of the Board following the next succeeding annual meeting of members or until their successors shall have been elected and shall qualify.

Any Director or officer of the Corporation may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified at the time of receipt by the President or Secretary of the Corporation. The acceptance of a resignation shall not be necessary to make it effective.

OR 620 PG 1275

When a vacancy occurs on the Board either prior to the election of a majority of the Board by members other than the Developer, or thereafter, if the Directorship was appointed by the Developer, then the Developer shall appoint the replacing Director. If the vacancy occurs after the election of a majority of the Board by members other than the Developer, then the vacancy shall be filled by the remaining members of the Board at their next meeting and the person elected shall serve until the next annual meeting of members, at which time a replacement Director shall be elected to complete the remaining portion of the unexpired term.

When a vacancy occurs in an office for any cause before an officer's term has expired, the office shall be filled by the Board at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board and shall qualify.

A majority of members of the Corporation present at any regular or special meeting of members duly called, may remove any member of the Board or officer with or without cause.

D. EXECUTIVE COMMITTEE:

The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee, to consist of two or more members of the Board, which, to the extent provided in the resolution, shall have and exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation, and may have power to authorize the seal of the Corporation to be affixed to all papers which may require it. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required.

ARTICLE IV

DUTIES OF OFFICERS

1. The President shall:

(a) Act as presiding officer at all meetings of the Corporation and of the Board of Directors.

(b) Call special meetings of the Board of Directors and of members.

(c) Sign with the Treasurer, if the Board of Directors so requires, all checks, promissory notes, deeds, and other instruments on behalf of the Corporation, except those which the Board of Directors specifies may be signed by other persons.

(d) Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out.

(c) Appoint committees and to be ex-officio member of all committees, and render an annual report at the annual meeting of members.

(2) The Vice-President shall:

OR 620 PG 1276

(a) Act as presiding officer at all meetings of the Corporation and of the Board of Directors when the President is absent.

(b) Perform other acts and duties required of the President, in the President's absence.

(c) Perform such other duties as may be required of him by the Board of Directors.

(3) Should the President and the Vice-President be absent from any meeting, the Board shall select from among its members a person to act as Chairman of the meeting.

(4) The Secretary shall:

(a) Attend all regular and special meetings of the members of the Corporation and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

(b) Have custody of the corporate seal and affix same when necessary or required.

(c) Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings; keep membership books, and receive all applications for membership, for transfer and lease of Units, and present such application to the Board, at its next regular meeting.

(d) Perform such other duties as the Board may determine and on all occasions in execution of his duties, act under the supervision, control and direction of the Board.

(e) Have custody of the minute book of the meetings of the Board and members, which minute book shall at all times be available at the office of the Corporation for the information of the Board and officers, and act as transfer agent to record transfers and regulations in the corporate books.

(5) The Treasurer shall:

(a) Attend all meetings of the membership and of the Board of Directors.

(b) Receive such monies as shall be paid into his hands for the account of the Corporation, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Corporation which he shall keep safely deposited.

(c) Supervise the keeping of accounts of all financial transactions of the Corporation in books belonging to the Corporation, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board at least ten days prior to each annual meeting, and whenever else required, a summary of the financial transactions and

condition of the Corporation for the preceding year. He shall make a full and accurate report on matters and business pertaining to his office to the members at the annual meeting, and make all reports required by law.

OR 620 PG 1277

The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE V

MEMBERSHIP

(1) Membership in the Corporation is limited to owners of the Units. Membership is automatically conferred upon acquisition of a Unit, as evidenced by the filing of a deed to such Unit, or as provided in the Declaration for transfer of membership upon the death of a Unit Owner. Membership is an incident of ownership, and is not separately transferable or refutable.

(2) The owner of a Unit shall be entitled to cast one vote at all meetings of the members. If a condominium parcel is owned by more than one owner, there shall nevertheless be only one membership assigned to such Unit, and the vote for such membership shall be cast by the person designated in writing by all of the owners of such Unit, and in the absence of such a writing, such vote shall not be counted. A corporation may so designate by a statement signed by its President or Vice-President.

(3) Membership in the Corporation may be transferred only as an incident to the transfer of title to a Unit in the manner provided in the Declaration and shall become effective upon the recording of a deed to such Unit.

(4) Membership shall terminate upon the transfer of title to a Unit, or upon the death of the owner of a Unit.

ARTICLE VI

MEETINGS; SPECIAL MEETINGS; QUORUMS; PROXIES

A. MEETINGS OF MEMBERS:

(1) Place of Meetings: All meetings of the Corporation shall be held at the office of the Corporation, or may be held at such time and place as shall be stated in the notice thereof.

(2) Annual Meetings: Annual members' meetings shall be held on a date appointed by the Board of Directors, which shall fall between the fifteenth day of January and the twenty-eighth day of February, in each and every calendar year except for the first annual meeting of members. The first annual meeting of members shall be held only as and when determined by the Developer while the Board of Directors consists of the Developer's appointees. No meeting shall be held on a legal holiday. The annual meetings shall be held at such time and place as the Directors shall appoint from time to time.

(3) Special Meetings: Special meetings shall be held whenever called by the President, or by a majority of the Board of Directors and must be called by the Secretary, upon receipt of a written request from members of the Corporation owning a majority of the Units, subsequent to the first annual meeting of members. Business transacted at all special meetings shall be confined to the objects and action to be taken as stated in the notice of meeting.

(4) Proxies: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Corporation prior to the meeting. A proxy must be signed by the Unit Owner or Owners and if a corporation, by its President or Vice-President; dated, with the name of the proxy holder stated and the purpose of the proxy. A proxy shall be valid and entitle the holder thereof to vote until revoked by the grantor on notice to the Secretary or a subsequent proxy is issued by the grantor. The revocation or more current proxy must be filed with the Secretary or the grantor may appear at the meeting and request to have the proxy revoked. On the death or legal incompetence of the grantor, the proxy is automatically revoked.

(5) Quorum: A quorum for the transaction of business at the annual meeting or any special meeting shall consist of a majority of the unit owners, either in person or by proxy; but the unit owners present at any meeting, although less than a quorum, may adjourn the meeting to a future date.

(6) Voting Required To Make Decisions: When a quorum is present at any meeting, a vote of a majority of the members present in person or by proxy shall decide any question brought before the meeting, unless the Declaration or these Bylaws or any applicable statute provide otherwise, in which event the vote prescribed by the Declaration or the Bylaws or such statute shall control.

B. DIRECTORS' MEETINGS:

(1) Annual Meeting: The annual meeting of the Board of Directors shall be held at the office of the Corporation, immediately following the adjournment of the annual meeting of members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the Board may designate, in which event no notice need be sent to the Directors, once said schedule has been adopted.

(2) Special Meetings: Special meetings of the Board of Directors may be called by the President, on two days' notice to each Board member (in writing), delivered by mail or in person at least two days before the meeting. Special meetings may also be called on written request of three members of the Board. All notices of special meetings shall state the purpose of the meeting.

(3) Quorum: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of the Board members present at such meeting at which a quorum is present shall be the acts of the Board of Directors. At any meeting at which a quorum is not present, the presiding officer may adjourn the meeting from time to time, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be terminated without further notice.

ARTICLE VII

NOTICE

OR 620 PG 1279

(1) Annual Meeting: Written notice of the annual meeting of members shall be mailed to each member entitled to notice, and posted in a conspicuous place on the condominium property, at least fourteen days prior to the annual meeting. If required by law, the Post Office certificate of mailing shall be retained as proof of said mailing. A complete list of members entitled to vote at such election, together with the Unit owned by each, shall be prepared by the Secretary and shall be available for inspection by members at the office, for fourteen days prior to the election, and at the meeting.

(2) Special Meetings: Written notice of a special meeting of members stating the time, place and object of such meeting shall be served upon or mailed to each member entitled to vote at least five days prior to such meeting.

(3) Waiver: Nothing herein is to be construed to prevent Unit Owners from waiving notice of meetings or acting by written agreement without meetings.

ARTICLE VIII

PROCEDURE

Roberts Rules of Order (latest edition) shall govern the conduct of Corporate proceedings when not in conflict with the Articles of Incorporation and the Bylaws of the Corporation or with the Statutes of the State of Florida.

ARTICLE IX

ASSESSMENTS AND MANNER OF COLLECTION

The Board of Directors has the power to and shall from time to time adopt a budget which may include annual and recurring expenses, capital expenditures, reserves for replacement and repairs and/or any other expenses which it is anticipated will be required to be paid by the Corporation in the proceeding year. In accordance with the provisions of The Condominium Act and the Declaration, common expenses include generally those expenses designated as common expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and The Condominium Act.

Funds for the payment of common expenses shall be assessed against and shall be a lien against the condominium parcels in the proportion or percentage of sharing common expenses

as provided in the Declaration of Condominium and otherwise as provided in The Condominium Act. The Board of Directors shall not assign nor transfer the powers to make regular assessments, although the power to collect assessments may be transferred to a managing agent.

OR 620 PG 1290

Regular assessments shall be paid by the members on a monthly basis, except that since the Developer has guaranteed pursuant to Florida Statutes Section 718.116(a)(b) that as long as it appoints all of the members of the Board of Directors, and thereby is in control of the Corporation, it shall guarantee that the assessments for common expenses of the Condominium imposed upon the Unit Owners as described in the Declaration of Condominium shall not increase over the amounts stated in the initial estimated operating budget for the Condominium and the Developer has agreed to be obligated in accordance with the foregoing to pay the common expenses incurred during that period not produced by the guaranteed level of assessments from other Unit Owners, the Developer shall not be liable to pay any common expenses attributable to those units owned by the Developer or its nominees, during that period of guarantee.

Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide. The Board of Directors may allow its managing agent or manager to make special assessments in emergencies upon the happening of such unusual circumstances and upon such conditions as the Board may authorize.

When the Board of Directors has determined the amount of any assessment, the Secretary shall transmit a statement of such assessment to each Condominium Unit Owner. Assessments are payable at the office of the Corporation.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the condominium, in which event the Board of Directors may increase or decrease the amount of an assessment, and make such adjustments in cash, or otherwise, as they shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in assessments shall be given to all Unit Owners.

Assessments shall not include charges for utilities separately charged and metered to each Unit, nor charges for alterations, repairs, maintenance, improvements, or decorating within the interior of any Unit.

Assessments are due on the dates stated in the notice of assessment, and thereafter shall bear interest at 10% per annum until paid.

In the event an assessment is not paid within fifteen days of the date it is due and payable, the Corporation, through the Board of Directors, may proceed to enforce and collect said assessment from the delinquent owner in any manner provided for by The Condominium Act, the Declaration and these Bylaws. Each Condominium Unit Owner shall be individually responsible for the payment of assessments against his Unit and for the payment of reasonable attorneys' fees and costs incurred by the Corporation in the collection of sums due, and the enforcement of any lien held by the Corporation.

Any assessments for capital expenditures or reserves or extraordinary assessments not to be expended in the year of

collection shall be held in a separate escrow account for the benefit of Unit Owners and not commingled with other regular maintenance funds.

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ARTICLE X

FISCAL MATTERS

(1) Fiscal Year: The fiscal year of the Corporation shall begin on the first day of January in each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year, at such time as the Board of Directors deems it advisable.

(2) Depositories: The funds of the Corporation shall be deposited in a bank or banks in an account for the Corporation under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of the Treasurer, the President, or the Vice-President, or such other persons as the Board may authorize. The Board may require more than one signature on checks and bank drafts. Said funds shall be used only for Corporate purposes.

(3) Fidelity Bonds: Fidelity bonds may be required by the Board of Directors from all officers and employees of the Corporation, and from any contractor handling or responsible for corporation funds. The premiums for such bonds shall be paid by the Corporation.

(4) Records: The Corporation shall maintain accounting records according to good practice which shall be open to inspection by Unit Owners at reasonable times. Such records shall include a record of receipts and expenditures for each Unit Owner which shall designate the name and address of the Unit Owner, the date of each assessment and the amount of each assessment, the amounts paid upon the account, and the balance due, a register for the names of any mortgage holders or lienholders who have notified the Corporation of their liens, and to which lienholders the Corporation will give notice of default, if required.

(5) Annual Statement: The Board of Directors shall present at each annual meeting a full and clear statement of the business and condition of the Corporation. Such statement need not be certified.

(6) Insurance: The Corporation shall procure, maintain and keep in full force and effect, all insurance required by the Declaration, or advisable for the preservation of the condominium property and the protection of Unit Owners from liability for claims asserted by reason of their membership in the Corporation.

ARTICLE XI

ADMINISTRATIVE RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt rules and regulations governing the details of the operation and use of the common elements, and such other rules and regulations as are designed to prevent unreasonable interference with the

appropriate use of the Units, limited common elements and common elements by the members, and all members and their invitees shall abide thereby, provided that said rules and regulations shall be equally applicable to all members, and uniform in their application and effect. The Board of Directors may further adopt procedures for filing and hearing complaints against members.

OR 620 PG 1282

ARTICLE XII

VIOLATIONS AND DEFAULT

In the event of a violation of any of the provisions of the Declaration, these Bylaws, the Rules and Regulations of the Corporation, the Articles of Incorporation, or any provisions of The Condominium Act, the Corporation, after having given reasonable notice to cure, not to exceed fifteen (15) days, shall have all rights and remedies against the defaulting Unit Owner provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to injunctive relief, and, in the event of a failure to pay assessments, the right to foreclose its lien provided in The Condominium Act; and, in every such proceeding the Unit Owner at fault shall be liable for court costs and the Corporation's reasonable attorneys' fees incurred in enforcing the rules or regulations and/or collecting assessments whether or not litigation results. If the Corporation elects to enforce its lien by foreclosure, the Unit Owner shall be required to pay a reasonable rent for his Condominium Unit during the litigation and the Corporation shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Corporation without waiving the lien securing such unpaid assessments.

ARTICLE XIII

AMENDMENT OF BYLAWS

These Bylaws may be amended, modified or rescinded by a resolution adopted by a majority of the Board of Directors at any duly called meeting of the Board, and thereafter submitted to the members at any duly convened meeting of the members and approved by a majority vote of the members present or by proxy, provided there is a quorum, and further provided that the notice of such meeting of members specifying the proposed change is given in the notice of meeting. Notice may be waived by any member. Any member of the Corporation may propose an amendment to the Board and the Board shall act upon such proposal at its next meeting. These Bylaws may be amended by the Board of Directors without member approval while the Developer appoints the Board of Directors of the Corporation.

ARTICLE XIV

VALIDITY

If any bylaw, regulation or rule shall be adjudged invalid, such fact shall not affect the validity of any other bylaw, rule or regulation.

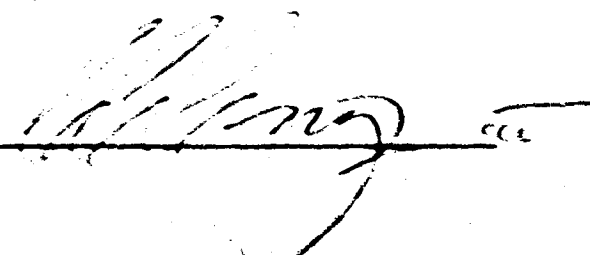
THE FOREGOING were adopted as the Bylaws of:

CAMBRIDGE HOUSE OF PORT CHARLOTTE - A CONDOMINIUM, INC.

a corporation not for profit under the laws of the State of
Florida, at a meeting of the Board of Directors of the Corporation
duly noticed, at which all Directors were present, by the
unanimous vote of the Directors, on the 26 day of February
1979


Secretary

Approved:



(SEAL)

OR 620 PG 1284

**RECREATIONAL AND OTHER COMMONLY USED FACILITIES
TO BE USED IN COMMON WITH OTHER UNIT OWNERS
IN CHARLOTTE SQUARE**

The recreation facilities below described are located in CHARLOTTE SQUARE on land described in page 6 of Exhibit 1 to the Declaration of Condominium (Exhibit A to this Prospectus). They have the uses described below and have had such uses since their original construction:

1. **RECREATION BUILDING:** The main recreation building contains the following facilities (constructed in 1974):
 - a. A multi-purpose room suitable for games, socials, cards, assemblies, with a divider-partition available for smaller groups to meet simultaneously. The overall floor space is 1200 square feet, with a capacity of 110 persons based on folding chair seating and a stage.
 - b. A 180 square foot kitchen-pantry available for the warming of foods, and preparation of refreshments.
 - c. Three general storage areas of 22 square feet each.
 - d. A janitor's closet for service and cleaning equipment, mop sink and shelves, 22 square feet.
 - e. A patio connects the two wings of the recreation building, one of which contains the above described facilities, the other of which follows. The patio is 960 square feet in area and is not only an entry way, but an area for circulation and socializing.
 - f. The second wing contains a billiard room of 610 square feet which has two game tables for billiards and ping-pong.
 - g. Men's and women's separate bathrooms with a common vestibule. The men's room is 50 square feet, the women's room, 75 square feet and the vestibule, 52 square feet.
 - h. A reception room and office for the use of the administration of the facilities; reception room is 100 square feet and the office, 120 square feet, with a total capacity of four desks.
 - i. A storage closet of 24 square feet and an air-conditioning room of 54 square feet.

- j. The furnishing in or about the Recreation Building consist of the following:

19 Lamp Posts	8 Brunch Chairs
1 Brunch Table	4 Lounge Chairs
4 Chaise Lounges	2 Tea Tables
2 Umbrella Tables	5 Benches
1 Table	1 Refrigerator
1 Range	8 Folding Tables
2 Side Arm Chairs	1 Desk
1 Chair	

OR 620 PG 1285

2. POOL BUILDING AND SAUNA. (constructed in 1971). A pool building adjacent to the main pool and recreation building contains the following:

- a. Men's sauna and shower room 96 square feet.
- b. Women's sauna and shower room, 96 square feet.
- c. Men's and women's separate bathroom facilities with 100 square feet each.
- d. Pool and heating equipment room of 40 square feet.

3. SWIMMING POOLS. Two pools have been provided as part of the Recreation Facilities, one located adjacent to the Recreation Building described in Paragraph 1 above (constructed in 1971) and the other (constructed in 1975) located between BERKLEY HOUSE and ESSEX HOUSE, two Charlotte Square condominiums. Both pools are for the common use of all condominium unit owners, are of concrete construction, and are further described as follows:

- a. A heated pool of approximately 1200 square feet with an approximate depth of from 3 feet to 8 feet six inches with a capacity of 104 persons and a pool deck of approximately 2178 square feet, is located adjacent to the recreation building.
- b. A heated pool of approximately 800 square feet with an approximate depth of from 3 feet to 8 feet six inches with a capacity of 37 persons and a pool deck of approximately 2370 square feet, is located between BERKLEY HOUSE and ESSEX HOUSE.

4. SHUFFLEBOARD COURTS. (constructed in 1974). Six shuffleboard courts approximately 60' x 70' with a capacity of 24 players are located adjacent to the Recreation Building. Two shuffleboard courts of approximately 16' x 70' with a capacity of 8 players are located in the area between BERKLEY HOUSE and ESSEX HOUSE. All shuffleboard courts are concrete.

5. TENNIS COURTS. (constructed in 1974). Two unlighted tennis courts with a capacity of 8 players are located adjacent to the Recreation Building. The surfaces are asphalt and the fencing is chain link with tennis court netting.

6. CONSTRUCTION. All buildings constituting part of the Recreation Facilities are constructed of 8 inch cinder block with a stucco exterior surface, supported by a 4 inch concrete reinforced slab, on grade.

The recreation facilities are or will be owned in
the following fractional shares upon completion of the Condominium
improvements:

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CAMBRIDGE HOUSE OF PORT CHARLOTTE, - 48/368
A CONDOMINIUM, INC., a Florida
non-profit corporation

ESSEX HOUSE OF PORT CHARLOTTE, - 40/368
A CONDOMINIUM, INC., a Florida
non-profit corporation

HAMPSHIRE HOUSE OF PORT CHARLOTTE, - 40/368
A CONDOMINIUM, INC., a Florida
non-profit corporation

BERKLEY HOUSE OF PORT CHARLOTTE, - 40/368
A CONDOMINIUM, INC., a Florida
non-profit corporation

RALEIGH HOUSE OF PORT CHARLOTTE, - 40/368
A CONDOMINIUM, INC., a Florida
non-profit corporation

ABBEY HOUSE OF PORT CHARLOTTE, - 32/368
A CONDOMINIUM, INC., a Florida
non-profit corporation

OXFORD HOUSE OF PORT CHARLOTTE, - 32/368
A CONDOMINIUM, INC., a Florida
non-profit corporation

CHELSEA HOUSE OF PORT CHARLOTTE, - 48/368
A CONDOMINIUM, INC., a Florida
non-profit corporation

REGENCY HOUSE OF PORT CHARLOTTE, - 48/368
A CONDOMINIUM, INC., a Florida
non-profit corporation

368/368

That portion of Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, being more particularly described as follows:

OR 620 PG 1287

BEGINNING at the Southwesterly corner of "ABBEY HOUSE OF PORT CHARLOTTE", a Condominium as recorded in Condominium Book 1, Pages 23A through 23B, of the Public Records of Charlotte County, Florida;

THENCE, S89°50'39"E, along the Southerly line of said "ABBEY HOUSE", a distance of 129.37 feet to the Northwesterly corner of "RALEIGH HOUSE OF PORT CHARLOTTE", a Condominium, as recorded in Condominium Book 1, Pages 32A through 32B, of the said Public Records of Charlotte County, Florida;

THENCE, S00°09'21"W, along the Westerly line of said "RALEIGH HOUSE" a distance of 421.98 feet;

THENCE, N89°50'39"W, a distance of 287.66 feet;

THENCE, N00°09'21"E, a distance of 26.98 feet;

THENCE, N89°50'39"W, a distance of 24.42 feet;

THENCE, N00°09'21"E, a distance of 395.00 feet to the Southerly line of "OXFORD HOUSE OF PORT CHARLOTTE", a Condominium as recorded in Condominium Book 1, Pages 24A through 24B, of the said Public Records of Charlotte County, Florida;

THENCE, S89°50'39"E, along said Southerly line, a distance of 182.72 feet to the POINT OF BEGINNING.

Containing 3.01 acres more or less.

Bearings as mentioned herein are based on the above mentioned record plats.

-AND-

A parcel of land lying in Section 15, Township 40 South, Range 22 East, Charlotte County, Florida, more particularly described as follows:

BEGINNING at the Southwesterly corner of "ESSEX HOUSE OF PORT CHARLOTTE", a Condominium as said plan is recorded in Condominium Plan Book 1, Pages 9A and 9B, of the Public Records of Charlotte County, Florida;

THENCE, run N00°41'21"E along the Westerly line of said "ESSEX HOUSE OF PORT CHARLOTTE", a distance of 419.03 feet to a point on the boundary line of "BERKLEY HOUSE OF PORT CHARLOTTE", a Condominium, as said plan is recorded in Condominium Book 1, Pages 20A and 20B, of the Public Records of Charlotte County, Florida;

THENCE, run N89°50'39"W along a Southerly line of said "BERKLEY HOUSE OF PORT CHARLOTTE" for a distance of 83.79 feet;

THENCE, S00°41'21"W along an Easterly line of said "BERKLEY HOUSE OF PORT CHARLOTTE" for a distance of 418.25 feet to a point on the Northerly line of "HAMPSHIRE HOUSE OF PORT CHARLOTTE", a Condominium, as said plan is recorded in Condominium Plan Book 1, Pages 13A and 13B, of the Public Records of Charlotte County, Florida;

THENCE, run S89°18'39"E along said Northerly line for a distance of 83.79 feet to the POINT OF BEGINNING.

Containing 0.805 acres, more or less.