

DECLARATION OF CONDOMINIUM

FOR

ORCHID COVE, A CONDOMINIUM

On this 9th day of October, 2003, TARA-MANATEE, INC., a Florida corporation, hereinafter called Developer, as the owner of the fee simple title to the land described herein, for itself, its heirs, grantees and assigns, hereby makes the following declarations:

1. SUBMISSION TO CONDOMINIUM OWNERSHIP. The Developer hereby submits to the Condominium form of ownership in the manner provided for by Chapter 718, Florida Statutes, as amended to the date hereof, (The Condominium Act) the land described in Paragraph 3 hereof, together with all improvements now and later situated thereon and all rights appurtenant thereto with all such property hereinafter collectively referred to as the condominium property.

All the restrictions, reservations, covenants, conditions, easements and limitations of record and contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners as hereinafter defined. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and the Bylaws of the Condominium Association, the Master Association, and the Tara Community Development District 1, all hereinafter defined. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements as defined herein.

2. CONDOMINIUM NAME AND ADDRESS. The name by which this condominium is to be identified is ORCHID COVE, A CONDOMINIUM, sometimes hereinafter referred to as the "Condominium". The street address for this condominium is Marsh Orchid Circle, Bradenton, Florida 34203.

3. THE LAND. The land submitted to the condominium form of ownership by this instrument is located in Manatee County, Florida, and is described on the attached Exhibit DC-2. This property is sometimes hereinafter referred to as the "Land."

A survey of the submitted land is attached to this instrument as Exhibit DC-2.

4. DEVELOPMENT PLAN. This is a residential condominium. It is not a phased condominium. It will have twelve (12) buildings and forty-eight (48) condominium units. The condominium created by this Declaration is located upon the property described in the attached Exhibit DC-2. The Plot Plan for the condominium is marked Exhibit DC-3 and attached hereto.

5. CONDOMINIUM IMPROVEMENTS. Improvements which shall be developed on the property described on Exhibit DC-2 attached to this Declaration of Condominium shall consist of the following:

A. Twelve (12) two-story buildings designated as Buildings 1 through 12. Each building will contain a total of four (4) condominium units.

B. Units on the ground floor each contain two (2) bedrooms and two (2) baths. Units on the upper floor each contain two (2) bedrooms and two (2) bathrooms.

C. A copy of floor plans for the units is attached to this Declaration of Condominium as Exhibit DC-4 and shows the approximate dimensions of the units.

D. Each of the units is identified by an individual number as set forth on the Unit Identification and Assessment Schedule attached as Exhibit DC-1.

E. The total number of units in the condominium is forty-eight (48) and a list of such units and their identifying numbers is attached to the Declaration of Condominium as Exhibit DC-1.

6. SURVEY AND PLOT PLAN. A survey of the entire condominium property is set forth in Exhibit DC-2. A Plot Plan for the condominium is set forth in Exhibit DC-3.

7. COMPLETION OF IMPROVEMENTS. The condominium unit and the building in which it is located and all the planned improvements that serve such unit will be substantially complete when the unit is conveyed to a non-developer owner. For purposes of this paragraph the planned improvements that serve each unit are the following: (1) landscaping of the area immediately surrounding the building in which the unit is located; (2) roadways providing public access to the unit; (3) utilities servicing the unit; and (4) the common swimming pool and pool house adjacent to the pool. Units in other buildings, and the buildings, themselves, may not be completely constructed or even begun to be constructed, when completed units are being conveyed to non-developer owners. There will be no particular order of completion for the units and buildings involved in this condominium.

8. DEFINITIONS. In addition to the definitions set out in the Condominium Act, the following is the meaning of terms used in this document:

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

8.2 Association. Association means ORCHID COVE CONDOMINIUM ASSOCIATION, INC., a Florida Not For Profit Corporation.

8.3 Building. Building means the roofed and walled structures that house the individual condominium units, including the fixtures, installations and additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual condominium units as originally installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications. This definition of "Building" specifically excludes floor coverings, wall coverings, ceiling coverings, electrical fixtures, appliances, air conditioner/heating equipment, water heaters and built-in cabinets contained within or appurtenant to an individual condominium unit.

8.4 Common Elements. The term "Common Elements," as used herein, shall mean and comprise:

A. All of the real property of the Condominium except units, including, without limitation: (1) easements through units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to units and common elements; and (2) easements of support in every portion of a unit which contributes to the support of other units and/or common elements; and (3) installations for the furnishing of utility services to more than one unit or to the common elements or to a unit other than the unit containing the installation; and (4) the property and installations in connection therewith required for the furnishing of services to more than one unit or to the common elements; (5) fixtures owned or held for the common use, benefit and enjoyment of all owners of units in the Condominium; and (6) any easements on property outside the property described in DC-2, provided such easements are for the benefit of the condominium property.

B. All tangible personal property used for the enjoyment of owners or for maintenance of other common elements.

C. Any other portions of the condominium designated as common elements by this Declaration or any amendment hereto.

8.5 Common Expenses. Common expenses include:

A. Expenses of administration; expenses of insurance, maintenance, operation, repair, replacement and betterment of the common elements and of the portions of the units to be maintained by the Association.

B. Expenses declared to be common expenses by the Declaration or by the Bylaws of the Association, and any valid charge against the property as a whole.

8.6 Common Surplus. Common Surplus means the excess of all receipts of the Association collected on behalf of the condominium, including assessments, rents, profits or other revenue on account of the common elements over the total common expenses for a given period.

8.7 Community Development District. Community Development District means the Tara Community Development District 1 which was established with an effective date of December 28, 1999, and is an independent local unit of special purpose government with all the powers conferred by Chapter 190, Florida Statutes.

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

8.9 Developer. Developer means TARA-MANATEE, INC., A Florida Corporation, and its successors and assigns.

8.10 Guest. Guest means any individual who is physically in or occupies a unit with the consent of a unit owner without the payment of consideration.

8.11 Lease. Lease means the granting by a unit owner to an individual or individuals of a right to the temporary use of the owner's unit for a valuable consideration.

8.12 Limited Common Elements. "Limited Common Elements" as the term is used herein, shall mean and comprise the common elements which are reserved herein, or assigned or granted separately herefrom, for the use of a certain unit or units to the exclusion of other units. Any air conditioning equipment located outside a unit which serves only one unit shall be a limited common element to the unit which it serves and the maintenance of said equipment shall be the responsibility of the unit owner.

8.13 Master Association. Master Association means the TARA MASTER ASSOCIATION, INC., the non-profit Florida corporation responsible for the maintenance, landscaping and other matters of common interest to residents of Tara.

8.14 Master Declaration. Master Declaration means the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tara, as recorded in OR Book 1667, pages 5247 through 5327, Public Records of Manatee County, Florida, as amended from time to time.

8.15 Primary Occupant. When legal title to a unit is held in the name of a corporation, trust, other entity or in multiple names, one individual shall be designated by such title holder or holders and when approved for occupancy, as elsewhere provided, such individual shall be the primary occupant and shall be deemed the unit owner for purposes of exercising rights under this Declaration and shall be responsible for meeting the obligations of a unit owner.

8.16 Rules and Regulations. Rules and Regulations means and refers to the administrative rules and regulations promulgated and adopted by the Board of Directors of the Association from time to time concerning the use and occupancy of the condominium property.

8.17 Surface Water Management System Facilities. Those water management areas defined by Rule 40D04.021(5), Florida Administrative Code, and that system designed, constructed, or implemented to control discharges which are necessitated by rainfall events, providing for the drainage and management of surface water within the Condominium, as reflected in or contemplated by any environmental resource permit issued by the Southwest Florida Water Management District ("SWFWMD"). The Surface Water Management System may include, but is not necessarily limited to, all lakes, ponds, swales, drainage ways, retention and detention ponds, inlets, ditches, culverts, water control structures, flood plain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.

8.18 Units. The term units, as used herein, shall mean the separate dwelling units, which have been declared to be a part of ORCHID COVE, a Condominium. Each unit, sometimes hereinafter referred to as an unit, shall include that part of the building that lies within the following boundaries:

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

(i) Upper and lower boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper boundary - in all units located on the floors below the top floor of a building, the upper boundary shall be the horizontal plane of the unfinished lower surface of the ceiling. In all units located on the top floor, the upper boundary shall follow the contour of the interior unfinished surface of the drywall attached to the underside of the roof trusses.

(2) Lower boundary - the lower boundary in all units shall be the horizontal plane of the unfinished upper surface of the concrete floor of the unit.

B. Perimetrical Boundaries.

(i) The perimetrical boundaries of the unit shall be the vertical planes of the unfinished interior surfaces of the outermost walls bounding the unit, including the screened walls of the patio, extended to intersections with each other and with the upper and lower boundaries.

(ii) Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to the interior finished surfaces of the material within such apertures, including all framework thereof.

(iii) Exterior surfaces made of glass and other transparent material in the walls of the unit, and all framings, casings and hardware therefore are excluded from the unit.

(iv) No part of the interior partition walls within a unit shall be considered part of the boundary of a unit.

(v) Included in the units are any patios, balconies and garages where shown within the unit boundary on the attached Exhibits. The boundaries of the balcony, patio and/or garage shall be as follows:

All upper, lower and perimetrical boundaries shall be the same as set forth above; however, should a perimetrical boundary be railing, then the unit shall include the railing and the boundary shall be the exterior surface of the railing. Maintenance of the finished floor of the balcony and/or patio shall be borne by the unit owner of the unit to which the balcony and/or patio is attached or connected. Each balcony which is a part of the unit is for the exclusive use of the owners of such unit, provided, however, no unit owner shall paint or otherwise decorate or change the appearance of any exterior portion of the condominium building.

(vi) Not included in the units are all pipes, ducts, vents, wires, conduits, and other facilities, equipment or fixtures running through any interior wall, or horizontal or vertical portion of a unit for the furnishing of utility services, heating, cooling or ventilation to units, common elements or limited common elements.

8.19 Utility Services. Utility services, as used in the Condominium Act, and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, irrigation, and garbage and sewage disposal.

9. APPURTENANCES. There shall pass with a unit as appurtenances thereto the following:

9.1 An undivided fractional share in the common elements and common surplus, as provided for elsewhere in this Declaration.

9.2 The right to use exclusively, or in common with certain other units where so specified, those portions of the common elements designated and/or reserved herein and/or granted elsewhere to a certain unit or units as limited common elements.

9.3 An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated.

9.4 Non-exclusive easements, to be used and enjoyed in common with the owners of all units in the Condominium, for use of those common elements not designated elsewhere herein as limited common elements, including without limitation, easements for:

The furnishing and maintenance of public utility services to all parts of the real property of the Condominium over, across, in and through the land, buildings and other improvements, as the fixtures and equipment therefore now exist and/or may be modified or relocated.

9.5 The non-exclusive right of ingress and egress over streets, walks, rights-of-way serving the units of the Condominium as part of the common elements necessary to provide reasonable access to the public ways.

9.6 An exclusive easement for the unintentional and non-negligent encroachment by any unit upon any other unit or common element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of Developer or any unit owner or owners, including without limitation, encroachments caused by or resulting from the original construction of improvements which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching unit or other improvement, to the extent of such encroachment.

9.7 An exclusive easement for the use of the area of land and air space occupied by the air conditioning compressor, and the equipment and fixtures appurtenant thereto, situated in and/or on Common Elements of the Condominium but exclusively serving and individually owned by the owner of the Unit, as the same exist in and on the building, as shown on the attached Exhibits, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, that the removal

of the same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

9.8 A perpetual easement for ingress and egress to and from their Units over and upon stairs, terraces, balconies, walks and other Common Elements intended for such purposes.

9.9 The right to membership in the "Association", upon the terms and conditions set forth elsewhere herein.

10. WETLAND AREAS. The property does not contain any wetland areas, wetland mitigation areas or wet detention ponds.

11. SURFACE WATER MANAGEMENT SYSTEM FACILITIES.

A. The Surface Water Management System Facilities ("Water Facilities") are located on land that is designated as common elements on the plot plan contained on Exhibit DC-3. The Water Facilities are located on land that is presently owned by the Developer, but which will be conveyed to the unit owners as part of the Common Elements.

B. No construction activities may be conducted relative to any portion of the Water Facilities, including but not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Water Facilities.

C. The holder of the environment resource permit ("Permitee") shall be responsible for operation and maintenance of the Water Facilities until responsibility is transferred to the Association. The Permitee shall submit to the SWFWMD, Form O&M/ASGN (7/99), which must be approved by the SWFWMD, before the transfer of responsibility to the Association is effective. The Association shall be responsible for operation and maintenance of the Water Facilities upon transfer of responsibility from the Permitee. Operation, maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the environmental resource permit.

D. The SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Water Facilities.

E. If the Association ceases to exist, all of the Unit Owners shall be jointly and severally responsible for operation and maintenance of the Water Facilities in accordance with the environmental resource permit, unless an alternate entity assumes responsibility in accordance with Florida law.

F. Expenses incurred for the operation, maintenance and replacement of the Water Facilities are deemed to be a Common Expense of the Association.

G. The Developer hereby reserves for itself, its successors and assigns, and grants to the Association, and its respective designees, a perpetual, non-exclusive easement over and across all areas of the water facilities located within the Property for the purposes of the Water Facilities, including the drainage of storm water from the Condominium.

12. OWNERSHIP OF COMMON ELEMENTS.

A. Each of the Unit Owners of the Condominium shall own an undivided interest in the Common Elements and Limited Common Elements, which undivided interest shall be, based upon a fraction, the numerator of which shall be one (1) and the denominator of which shall be forty-eight (48).

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

C. Upon recording of this instrument, each of the units shall own a one forty-eighth (1/48th) undivided interest in the Common Elements and Limited Common Elements.

13. COMMON EXPENSES AND SURPLUS.

A. Except as provided in Paragraph 20.2, the Common Expense and Common Surplus of the Condominium shall be shared by the Unit Owners based upon a fraction, the numerator of which is one (1) and the denominator of which shall be forty-eight (48). The foregoing ratio of sharing Common Expenses and assessments shall remain, regardless of the purchase price of the Condominium Parcels, their location, or the building square footage included in each condominium unit.

B. Any Common Surplus of the Association shall be owned by each of the Unit Owners in the same proportion as their fractional ownership interest in the Common Elements, any Common Surplus being the excess of all receipts of the Association from this Condominium over the amount of the Common Expenses of this Condominium.

14. AMENDMENT TO PLANS.

A. Developer reserves the right to make minor changes in the design and arrangements and to the interior walls of any units owned by the developer provided such changes do not change the configurations or size of any unit in a material fashion nor materially alter nor modify the appurtenances to the unit nor change the proportion or percentage by which the unit owner shares the common expense and owns the common surplus.

B. The Amendment of this Declaration reflecting such minor changes need only be signed and acknowledged by the Developer, and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not their joinder is elsewhere required for other amendments.

15. TARA COMPLEX. This condominium is located on land which forms a part of an overall subdivision development known as "Tara". All unit owners in this condominium by virtue of such ownership also are subject to the following rights, memberships, obligations and assessments:

15.1 Master Declaration. By taking title to a unit, the owner becomes subject to the terms and conditions of the Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Tara, as recorded in Official Records Book 1667, pages 5247 through 5327, all Public Records of Manatee County, Florida (the "Master Declaration"), as it may be amended from time to time.

15.2 Master Association. In accordance with the provisions of the Master Declaration, all owners of units in this condominium are automatically members of the Master Association, which membership shall carry such rights and obligations as are more fully set forth in the Master Declaration, including the obligation to pay assessments.

15.3 Voting in the Master Association. Notwithstanding membership in the Master Association most members are required to vote through a delegate member. "Delegate Members", shall be entitled to vote on behalf of all Members of this Association, at meetings of the members of the Master Association. "Delegate Members" shall mean the Developer (as to the votes allocated to the Developer) and the authorized designee of the Association (as to the votes allocated to Owners other than the Developer).

16. DISCLOSURE OF PUBLIC FINANCING. The Condominium Property is located within Tara Community Development District 1. Tara Community Development District 1 ("District") may impose and levy taxes or assessments, or both taxes and assessments, on this Property. These taxes and assessments pay for the construction, operation, and maintenance costs of certain public facilities and service of the District and are set annually by the Governing Board of the District. These taxes and assessments are in addition to County and other local governmental taxes and assessments and all other taxes and assessments provided for by law.

The District's annual assessments are for the District's operational and maintenance expenses (which is a recurring annual assessment set by the District each year) and for the reduction of the District's long term capital debt attributable to a Unit. The District's short term capital debt attributable to a Unit will be paid by the Developer at the time of closing with a Buyer. The District's annual per unit operational and maintenance assessment for fiscal year October 1, 2002 to September 30, 2003 is approximately \$111.66. A Unit's share of the District's Principal long term capital debt as of 8/10/2000 was \$2,078.00. That indebtedness accrues interest at 7.15% per annum and is payable over thirty years from August 10, 2000, on an amortized basis. The aforesaid principal indebtedness attributable to the Unit has been reduced and as of July 1, 2002, was \$1,980.00 per unit. Such principal indebtedness may be prepaid at any time.

17. RESTRICTION ON TIME-SHARE ESTATES. Time-share estates, as defined by the Condominium Act shall not be created, nor permitted with regard to any units in the Condominium.

18. EASEMENTS.

A. Owners of units shall have as appurtenances to the units all easements heretofore or hereafter set forth.

B. The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Condominium Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed, the rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

C. Easements are reserved throughout the Condominium Property as may be required to provide Utility Services in order to adequately serve the Condominium Property, provided, however, that such easements through a Unit shall be in accordance with the plans and specifications for the Condominium Building, or as said Building is constructed, unless otherwise approved in writing by the Unit Owner. Easements shall also be reserved in favor of Tara Community Development District 1 for the purpose of enabling it to provide its services.

D. An easement is created for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same may from time to time exist upon the Common Elements, and for vehicular

traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for vehicular travel, but the same shall neither give nor create in any person the right to park upon any portions of the Condominium Property except those areas specifically assigned for such purpose. The parking areas, private roads and other Common Elements contained within the Condominium Property shall be used in common by Unit Owners in this Condominium and their family members, guests, invitees and tenants for the purposes for which same are intended.

E. Notwithstanding anything contained herein or in the Survey and Plot Plan being recorded together herewith to the contrary, it is expressly understood that the Common Elements shall be and are hereby irrevocably made subject to easements for the installation and maintenance of utility lines, equipment and services for the benefit of this Condominium. The streets, walks and other rights of way serving the Units as a part of the Common Elements necessary to provide reasonable access to the public ways are hereby made subject to non-exclusive easements for ingress and egress for the benefit of the Units. The Developer reserves the right to grant additional non-exclusive ingress and egress easements to other Tara owners over and across the street portion of the Condominium. Any Mortgagee consenting to this Declaration does hereby subject its rights to said easements.

F. There is hereby reserved a perpetual easement upon, over, under and across the Condominium Property for the purpose of maintaining, operating, installing, repairing, altering sewer lines, water lines, irrigation improvements, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, weirs, syphons, valves, gates, pipelines, and all machinery and apparatus appurtenant thereto as may be necessary or desirable for the operation of the water management system, or other systems serving other property in Tara.

G. The Developer hereby reserves to itself, its successors and assigns, a perpetual easement, privilege and right in and to, over, under, on and across the Common Elements for ingress and egress as required by its officers, directors, employees, agents and/or independent contractors and invitees in order to show said properties and facilities to prospective purchasers and other invited guests, post signs and maintain sales offices; provided, however, that such access and use do not unnecessarily interfere with the reasonable use and enjoyment of these properties and facilities by the Unit Owners. The Developer shall also have an easement over the Common Elements for the purpose of completing all construction contemplated by this Declaration.

H. There is hereby granted to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable

television and other utilities authorized by the Developer, its successors or assigns to service the Condominium Property, and to such other persons as the Developer from time to time may designate, the

non-exclusive, perpetual right of ingress and egress over and across the Common Elements for the purposes of performing their authorized services and investigation.

I. The Condominium Property shall be subject to such easements for utilities as may be required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the land of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonable interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. To the extent that the creation of any such utility easements require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

19. ASSOCIATION. The operation of the Condominium shall be by the Association, a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

19.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, as amended, is attached as Exhibit DC-5 and incorporated by reference herein.

19.2 Bylaws. The Bylaws of the Association shall be the Bylaws of the condominium, a copy of which is attached as Exhibit DC-6 and incorporated by reference herein.

19.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to the unit owners for injury or damage caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons, unless the Association has insurance to cover said injury or damage, and in that case the liability limitation set forth herein shall not apply to the extent of the coverage provided by said insurance.

19.4 Restraint Upon Assignment of Shares in Assets. The share of each member in the funds and assets of the Association cannot be

assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

19.5 Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who is entitled to cast the vote of such owner at an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

19.6 Membership in Association. All of the record owners of units in the condominium shall be members of the Association.

19.7 Right of Access. The Association shall have an irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or accessible therefrom, or at any hour for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

19.8 Association Contracts. The Association, subject to any restraints by Chapter 718 of the Florida Statutes, shall have the power to enter into contracts with others for the maintenance, management, operation, repair and servicing of the Condominium Property and in connection therewith, to delegate the powers and rights therein contained, including that of levying and collecting Assessments from Unit Owners and perfecting and enforcing liens for non-payment. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements, but shall not relieve each Unit Owner from his personal responsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit Owner, by his acceptance of the Deed to his Unit, shall bind himself, his heirs, personal representatives, successors and assigns to any management contract, to the same extent and effect as if he had executed such contract for the purposes herein expressed including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every one of the covenants, promises and undertakings to be performed by Unit Owners as required under said contract, acknowledging that all of the terms and conditions thereof, including the manager's fee are reasonable and agreeing that the persons acting as directors and officers of the Association entering into such a contract have not breached any of their duties or obligations to the Association by virtue of the execution of said contract. The management contract, if any, and the acts of the Board of Administration and Officers of the Association in entering into such agreement, are hereby ratified, confirmed, approved and adopted.

19.9 Easement Agreements. The Association shall have the power to enter into easement agreements with other condominium associations

which give and grant mutual easements over and across the Common Elements of this Condominium and other condominiums in favor of Unit Owners at this Condominium and unit owners at said other condominiums without any joinder of Unit Owners at this Condominium being required. The Association shall also have the power to modify, alter and amend any such easement agreements and the easements granted thereby without any joinder of Unit Owners at this Condominium being required. The easement agreements referred to herein may grant Unit Owners at other condominiums the right to use the Common Elements of this Condominium in exchange for a grant of the right to Unit Owners at this Condominium to use the common elements of said other Condominiums. Each Unit Owner, by his acceptance of the Deed to his Unit, shall bind himself, his heirs, personal representatives, successors and assigns, to any such easement agreement and to any modification, alteration or amendment thereof to the same extent and effect as if he had executed such agreement for the purposes therein and herein expressed, including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every one of the covenants, promises and undertakings to be performed by Unit Owners as required under said easement agreement, acknowledging that all of the terms and conditions thereof are reasonable and agreeing that the persons acting as directors and officers of the Association entering into such an easement agreement have not breached any of their duties or obligations to the Association by virtue of the execution of said easement agreement. The easement agreement, if any, and the acts of the Board of Administration and officers of the Association in entering into such agreement are hereby ratified, confirmed, approved and adopted. Each Unit Owner, by his acceptance of the Deed to his Unit, does irrevocably constitute and appoint the Association as his attorney-in-fact for the purpose of entering into the above described easement agreements, the giving and granting of the easements contained therein and the exception of any modifications, amendments or alterations thereof.

19.10 Rules and Regulations. The Association shall have the power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations.

19.11 Voting Rights in Association.

A. At each meeting of the Association, the owner of each unit shall be entitled to one vote. Where a unit is owned by more than one person, the vote for such unit shall be cast by any one of the owners of a unit or the primary occupant as herein before defined. If the right of the individual casting the vote for the unit is challenged by any other person or entity having an ownership interest in the unit, then the vote for that unit shall not be permitted or counted unless or until all entities having an ownership interest in the Unit agree as to which of them shall have the right to vote.

B. When a Corporation is the owner of a unit the vote for that unit may be cast by any director or officer of the corporation unless there is a dispute by an officer, director or stockholder of the corporation as to who holds such right and the Association is notified of such dispute, in which case the Corporation shall be required to produce a corporate resolution naming the proper person to cast the vote for that unit before the vote of said unit will be considered on the matter before the Association.

C. When the unit is owned in the name of a Partnership or Trust, any partner or trustee shall have the right to cast the vote for the unit unless it is challenged by another partner, trustee or beneficiary, in which case the vote shall not be considered unless adequate proof of the right to cast the vote is presented, to and accepted by, the Board of Directors.

D. The total number of votes in the Association shall be forty-eight (48).

20. ASSESSMENTS. To provide the funds necessary for proper operation and management of the Condominium, the Association has been granted the right to make, levy and collect assessments against the owners of all units. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association.

20.1 Determination of Common Expenses. The Association, through its Board of Directors, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. If required by the Tara Master Association the assessments shall also include the assessment levied by the Master Association for the particular unit. Each Unit Owner, by his acceptance of the Deed for his Unit, is deemed to covenant and agree to pay to the Association, as part of his Assessment the assessments levied by the Master Association in accordance with the terms of the Master Declaration. The Assessments shall include monies required for the payment of hazard and liability insurance premiums. A Unit Owner, regardless of the manner in which he acquired title to his unit including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments while he is the owner of a Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the Common Expenses up to the time of such voluntary conveyance.

20.2 Determination of Assessments. The assessment against each owner of a unit shall be one-forty-eighth (1/48th) of the common expense. Should the Association become the owner of a unit or units, or should certain units be exempt from paying the assessment, such as is the case with respect to unsold developer-owned units during the

Developer guarantee period, the assessment which would otherwise be due and payable to the Association by the owner of such unit(s) shall be apportioned and the assessment therefor levied ratably among the owners of all units which are not owned by the Association or exempt. Any such ratably apportioned assessment shall be limited so that during the Developer guaranteed period, the total assessment paid by a Unit Owner shall not exceed the Developer guaranteed amount for the applicable period.

20.3 Time for Payment. The assessment levied against the owner of each unit for his unit shall be payable quarterly on January 1, April 1, July 1, and October 1, of each year, or for such other periods and on such other dates as shall from time to time be fixed by the Board.

20.4 Annual Budget. The Board of Directors shall, in accordance with the Bylaws of the Association, establish an annual budget for each fiscal year, which shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium including a reserve fund, unless reserves are waived or reduced in accordance with the provisions of Florida Statute 718.112 (2)(f) 2. The budget shall estimate all income to be collected during the year. The reserve fund unless waived or reduced in accordance with the provisions of Florida Statute 718.112(2)(f) 2, shall include reserve accounts for capital expenditures and deferred maintenance as required by law.

The developer intends to cast votes to waive reserves during the Association's first two fiscal years beginning with the date of the recording of this Declaration in accordance with Section 718.112 (2) (f) 2, Florida Statutes and Section 61B-22.005(9), Florida Administrative Code.

20.5 Use of Association Funds. All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles and Bylaws. As the monies for annual assessments are paid to the Association by the unit owners, the portion that relates to reserves shall be maintained in a separate account and shall not be co-mingled with operating funds, for any purpose, including investments. All funds and other assets of the Association, and any increments thereto, or profits derived therefrom or from the leasing or use of common elements, including without limitation, common surplus, shall be held for the benefit of the members of the Association. No member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his unit.

20.6 Delinquency or Default. The payment of any assessment or installment thereof due to the Association shall be in default if not

paid to the Association on or before five (5) days after the due date thereof. When in default, the delinquent assessments or installments thereof shall bear interest at the rate of fifteen (15%) percent per annum until the same, and all interest due thereon, has been paid in full.

20.7 Personal Liability of Unit Owner. The owner(s) of each unit shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, made against the unit. The owner(s) shall also be personally liable to the Association for interest on such delinquent assessments or installments thereof, and for all costs of collecting the assessments and interest thereon, including a reasonable attorney's fee, whether suit be brought or not, levied or otherwise coming due, while such person(s) or entity own(s) a unit.

20.8 Liability not Subject to Waiver. No owner of a unit may exempt himself from liability for any assessment levied against such owner and his unit by waiver of the use or enjoyment of any of the common elements, or by abandonment of the unit.

20.9 Lien for Assessment. The Association has a lien upon each condominium parcel which lien shall and does secure the monies due for all: (1) assessments levied against the unit and the owner(s) thereof; and (2) interest, if any, which may become due on delinquent assessments owing to Association; and (3) costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing its lien upon the unit and its appurtenances. The lien granted to the Association may be established and foreclosed in any Court having jurisdiction.

20.10 Priority of Lien. The lien of the Association shall relate back to the recording of the declaration. However, as to first mortgages of record, such lien shall be effective from and after the recording of an Association claim of lien in the Public Records. The claim of lien shall state the description of the Unit encumbered thereby, the name of the record owner, the name and address of the Association, the amount due and date when due, and shall not continue in effect for a longer period than one (1) year after the Claim of Lien is recorded, unless within that time, an action to enforce the lien is commenced in a Court of competent jurisdiction. Such claims of lien shall include assessments which are due and payable when the Claim of Lien is recorded, plus interest, costs, and attorney's fees. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

20.11 Assessments after Foreclosure. A unit owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the unit owner. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share

of the common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. A first mortgagee who acquires title to the unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed, however, the mortgagee's liability is limited to the unit's unpaid common assessments for a period not exceeding six (6) months prior to the time the mortgagee acquired title, or one percent (1%) of the original mortgage debt, whichever is less.

20.12 Assignment. The Association, acting by and through its Board of Directors, shall have the right to assign its claim for any unpaid Assessments and the lien securing said claim to the Developer or to any Unit Owner, group of Unit Owners or any third party.

20.13 Effect of Voluntary Transfer. When the owner of any unit proposes to sell the same in compliance with other provisions of this Declaration, the Association, upon written request of the owner of such unit, shall furnish to the proposed purchaser a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such unit. Such statement shall be executed by any officer or Agent of the Association and any purchaser may rely upon such statement in concluding the proposed purchase transaction, and the Association shall be bound by such statement.

In the event that a unit is to be sold at the time when payment of any assessment against the owner of the unit due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the proceeds of such sale shall be applied to payment of any then delinquent assessment or installment thereof due to the Association by the owner of the Unit responsible for payment of such delinquent assessment.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

20.14 Maintenance Assessments on Unsold Units. Anything contained in this Declaration of Condominium to the contrary notwithstanding, from the date the Declaration of Condominium is recorded in the Public Records until all of the units have been sold and title transferred to the non-developer owners, or until the Developer has turned over control of the Association to non-developer owners, whichever shall first occur, the Developer shall not be liable or obligated to pay its prorata share of the Common Expenses on any unsold units. From the

date the Declaration of Condominium is recorded in the Public Records until all the units have been sold by the Developer, or the Developer has turned over the control of the Association to non-developer owners, whichever first occurs, the Developer, as controlling Director of the Association, shall be responsible for, and shall control the maintenance and repair of the condominium property. During this period the Developer agrees to keep the Condominium property maintained in the proper manner and guarantees that the assessment for common expenses imposed on a Unit Owner shall not exceed a) \$500.00 per quarter for the year 2003; b) \$550.00 per quarter for the year 2004; and any years thereafter. During the guarantee period, any amount of incurred common expenses which exceed the assessments receivable from non-developer owners at the guaranteed level, or at such lesser level as may be required by law, shall be paid by the Developer. At the end of year 2005, the Developer shall have the right to extend the 2005 guarantee for the year 2006, and the year 2007. After the Developer turns over control of the Association, the guarantees set forth herein shall not apply. The Developer's guarantee, as set forth herein, is intended to comply with Fla. Statute 718.116(9)(a)2, and is to be interpreted in such a way as to be in compliance with said Statute; however, unless a different interpretation is required to satisfy the provisions of Fla. Statute 718.116(9)(a)2, the developer's guarantee is not to be interpreted to mean that the developer's obligation to fund the deficit shall include an obligation to pay reserves for unbuilt buildings, even if the adopted budget includes reserves for such units.

21. USE RESTRICTIONS. Use of the Condominium property shall be in accordance with the following provisions:

A. Units. Each of the Units shall be occupied overnight by no more than six (6) adults at any one time. The Units shall be used as a residence and for no other purpose. No Unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred, except as a complete Unit.

B. Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the unit owners.

C. Nuisances. No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium property by residents. All parts of the Condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any unit or of the Common Elements or Limited Common Elements which would increase the rate of insurance upon the Condominium property.

D. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium property shall be that of those responsible for the maintenance and repair of the property concerned.

E. Leasing. After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee and his family, his servants and guests. No lease shall be for a period of less than thirty (30) days. A Unit Owner may not lease a unit for more than twelve (12) separate leases or rentals during any one calendar year.

F. Pets. Each unit owner, with approval of the Board of Directors, may have two small domesticated pets in his unit. All pets approved shall be maintained and controlled so as not to violate any ordinances or regulations of any controlling governmental body. In the event that any pet kept on the premises shall constitute a nuisance in the opinion of a majority of the Board of Directors of the Association, then the owner, when so notified in writing, shall be required to immediately remove said pet from the premises. If an owner fails to remove a pet, after notice by the Board, the Board shall have the right to obtain an Order from the Court to this effect and all costs incurred in obtaining such Order, including attorney fees, shall be payable by the offending unit owner.

G. Nothing to be Erected Upon Building or Common Elements
No signs, advertisements or notices of any type shall be erected upon the common elements; no screen or glassing shall be added to the porches of the units; and no exterior antennas or aerials shall be erected upon the units or the common elements; provided, however, the Board Directors in their regulations may vary this restriction, and any unit owner may display one portable, removable United States flag in a respectful way.

H. Regulations. Reasonable regulations concerning the use of the Condominium property may be made and amended from time to time by the Board of Directors of the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendment shall be furnished by the Association to all unit owners and residents of the Condominium upon request. Each unit owner shall abide by the regulations so promulgated.

I. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the units, neither the unit owners nor the Association, nor the use of the Condominium property shall interfere with the completion of the contemplated improvements and sale of the units. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

J. Children. There are no restrictions on the use or occupancy of the condominium property or the individual units based upon the age of the person using or occupying the premises.

22. COMPLIANCE AND DEFAULT. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the unit owner to comply therewith shall entitle the Association or other unit owners to the relief provided for in the following sub-paragraphs in addition to the remedies provided by the Condominium Act or the Bylaws.

22.1 Delinquent Payment. In the event a Unit Owner does not pay any Assessment or related interest, costs or attorneys' fees required to be paid to the Association within ten (10) days from the due date, the Association, acting through its Board of Directors, may enforce its lien for Assessments or take such other action to recover the Assessment or related interest, costs or attorneys' fees to which it is entitled in accordance with the Declaration and the laws of the State of Florida.

22.2 Violation. In the event of a violation of the provisions of the Declaration, the Articles of Incorporation or Bylaws, which violation is not corrected within ten (10) days after notice from the Association to the Unit Owner to correct said violation, the Association may take such action as it may deem appropriate, including the imposition of fines, or the institution of legal action, to correct the violation. Nothing contained in this paragraph shall be construed to require that the Association furnish notice to any Unit Owner of his failure to pay any Assessment, sum or other charge due to the Association. In the event such legal action is brought against a Unit Owner, the losing party shall pay the winning party's reasonable attorneys' fees and court costs.

22.3 Consent. Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of any other equally adequate procedures. It is the intent of all Unit Owners to give to the Association such powers and authority as will enable it to operate on a business-like basis, to collect those monies due and owing to it from Unit Owners, and to preserve each Unit Owner's right to enjoy his Unit fee from unreasonable restraint and nuisance.

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

22.5 Costs and Attorney Fees. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court. This paragraph shall apply to appellate proceedings as well as trial court proceedings.

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

23. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the Developer shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each unit owner covenants to observe:

23.1 Forms of Ownership.

A. A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

B. Co-ownership. Co-ownership of units may be permitted. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section.

C. Ownership By Trustee, Corporation Partnership, etc. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers of title. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as short term transient accommodations for several individuals or families. The approval of a trustee, or corporation or other entity as a unit owner shall be conditioned upon the designation of one natural person to be the "primary occupant". The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this Section.

D. Life Estate. A unit may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the occupancy of the unit shall be as if the life tenant were the only owner. If there is more than one life tenant, their occupancy and voting rights shall be determined in the same manner as if the life tenants were co-owners of the unit. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the unit. If there is more than one life tenant, any one of them may act for all.

23.2 Transfers Subject to Approval.

A. Sale. No unit owner may dispose of a unit or any interest in a unit by sale without approval of the Association except that no approval shall be required if the sale is to another unit owner; or is a sale in connection with a mortgage foreclosure (or the acceptance of a deed in lieu of foreclosure); or is the sale by the mortgage holder or other party who acquired the unit in connection with the foreclosure or deed in lieu of foreclosure.

B. Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

C. Devise or Inheritance. If any unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors of the Association. The approval of the Association shall not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of his death, or was related to the owner by blood or adoption within the first degree.

D. Other Transfers. If any unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such unit shall be subject to the approval of the Association.

23.3 Approval by Association. The approval of the Association that is required for the transfer of ownership of units shall be obtained in the following manner:

A. Notice to Association.

(i) Sale Or Gift. An unit owner intending to make a bona fide sale or gift of his unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser or donee, and such other information as the Association may reasonably require. In the case of a sale, notice, at the unit owner's option, may include a demand by the unit owner that the Association furnish a purchaser of the unit if the

proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(ii) Devise or Inheritance; other Transfers. Any unit owner who has obtained his title by devise, inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(iii) Failure To Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

B. Certificate of Approval.

(i) Sale or Gift. If the proposed transaction is a sale, or gift, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. Failure to disapprove within said thirty (30) day period shall be deemed to be the equivalent of approval. If approved, the approval shall be stated in a certificate executed by any officer of the Association, which shall be recorded in the public records at the expense of the purchaser.

(ii) Devise or Inheritance; other Transfers. If the unit owner giving notice has acquired his title by devise, inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by any officer of the Association, which shall be recorded in the public records at the expense of the unit owner.

23.4 Disapproval by Association. If the Association shall disapprove a transfer of ownership of an unit, the matter shall be disposed in the following manner:

A. Sale or Gift. If the proposed transaction is a sale or gift, and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(i) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the unit owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(ii) The purchase price shall be paid in cash.

(iii) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(iv) A certificate of the Association executed by any officer approving the purchaser shall be recorded in the public records at the expense of the purchaser.

(v) If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded at the public records at the expense of the purchaser. If the selling unit owner defaults or unreasonably delays the procedure, the Association shall be relieved of all obligation to furnish a purchaser, and the alternate purchaser may abandon the transaction or seek specific performance or damages from the selling unit owner in a Court of Law.

B. Devise or Inheritance; other Transfers. If the unit owner giving notice has acquired his title by devise, inheritance, or in any other manner, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(i) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two

appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the unit owner, who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(ii) The purchase price shall be paid in cash.

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

(iv) A certificate of the Association executed by any officer approving the purchaser shall be recorded in the public records at the expense of the purchaser.

(v) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records at the expense of the unit owner. If the selling unit owner defaults or unreasonably delays the procedure, the Association shall be relieved of all obligation to furnish a purchaser, and the alternate purchaser may abandon the transaction or seek specific performance or damages from the selling unit owner in a Court of Law.

23.5 Leasing Of Units. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee shown on the Lease must be one natural person.

A. Procedures.

(i) Notice. An owner intending to lease his unit shall give to the Association written notice of such intention at least twenty (20) days prior to the proposed transaction, together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require.

(ii) Approval. After the required notice and all information requested has been provided, the Board shall approve or disapprove the proposed lease within twenty (20) days. If the Board neither approves nor disapproves within the time stated above, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(iii) Disapproval. Approval of the Board shall be withheld only if a majority of the whole Board so votes, and in such case the lease shall not be made. The Board cannot approve a lease of a unit when the payment of assessments for that unit is delinquent.

(iv) Failure To Give Notice. If proper notice is not given, the Association at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed lessee may provide the Board with the required notice and request reconsideration. Any lease entered into without approval or in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the unit owner.

(v) Application Form. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may, from time to time, provide. The legal responsibility for paying condominium assessments may not be delegated to the lessee.

(vi) Committee Approval. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may, by resolution, delegate its approval powers to a committee, which shall consist of at least three (3) members.

B. Term of Lease and Frequency of Leasing. No unit may be lease more than twelve (12) times in any calendar year. There shall be no maximum length of lease, but all leases for more than one year shall be deemed to include a provision reserving the right of the Association to approve or disapprove the continuance of the lease at annual intervals. No subleasing or assignment of lease rights by the lessee is allowed. No lease may be for a period of less than thirty (30) days.

23.6 Fees For Processing Applications For Approval. Whenever the approval of the Association is required to allow the sale, lease or other transfer of an interest in an unit, the Association may charge the owner a present fee not to exceed \$50.00 for processing the approval.

23.7 Exceptions.

A. The Developer shall have the right to maintain model units within the Condominium Buildings, post signs, have employees in the offices maintained in the Condominium Buildings, and use the Common Elements and show Units to prospective purchasers. Sales office signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. The provisions of this subparagraph A. shall not be amended without the

prior written approval of the Developer. The Developer shall also have the right to sell units without obtaining written approval of the Association.

B. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer or purchase by a mortgagee that acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an owner that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

23.8 Unauthorized Transactions. Any sale or mortgage not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

24. MAINTENANCE. Responsibility for the maintenance of the Condominium property, and restrictions upon its alteration and improvement, shall be as follows:

24.1 Units.

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

(i) All portions of a unit contributing to the support of the unit building, except interior surfaces, which portions shall include but not be limited to load-bearing walls.

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

All incidental damage caused to a unit by such work shall be repaired promptly at the expense of the Association.

(iii) The exterior portions of all buildings, including windows, shall be maintained and cleaned by the Association at such intervals as the Directors determine to be appropriate.

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

(i) To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association.

(ii) No Unit Owner shall paint or otherwise decorate or change the appearance of any portion of the exterior of the unit building. The Unit Owner shall be responsible for outside screen repair.

(iii) Each Unit Owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.

24.2 Common Elements.

A. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense, except that the two lakes designated as common elements on Exhibit DC-3 shall be maintained and operated by the Tara Community Development District 1.

B. Alteration and Improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval by the owners of not less than two-thirds (2/3rds) of the common elements. Any such alteration or improvement shall not unreasonably interfere with the rights of any unit owners without their consent.

24.3 Limited Common Elements. Except as specifically provided for elsewhere, the maintenance of the limited common elements shall be the responsibility of the Association and a common expense.

25. INSURANCE. Insurance policies obtained by the Association shall name the Association and the Association, as agent for unit owners, as the insured. Insurance shall be carried and kept in force at all times in accordance with the following provisions:

25.1 Duty and Authority to Obtain. The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and may obtain and keep in force any or all of such other or additional insurance coverage as it is otherwise authorized to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association, its officers, directors, and employees and the Unit owners and their mortgagees. The named insured shall be the Association, individually, and as agent for the unit owners without naming them and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements or memorandum of insurance for such mortgagees. The owner(s) of each Unit may, at the expense of such owner(s), obtain insurance coverage against damage to and loss of the contents of the Unit, personal

liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses, provided that all such insurance purchased by Unit owners shall be obtained from the insurer from which the Association purchases coverage against the same risk, liability or peril, if the same is required by the Association's insurer.

25.2 Required Coverage. The Association shall purchase and carry insurance coverage as follows:

A. Casualty Insurance. Casualty insurance covering all of the Buildings, as that term is defined herein, in an amount equal to the maximum insurable replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association; such insurance to afford protection against:

(i) Loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement.

(ii) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use, to the buildings of the Condominium including without limitation vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available.

B. Public Liability Insurance. Public Liability insurance in such amounts, with such coverage and in such forms as shall be required by the Board of Directors of the Association to protect the Association and the owners of all Units, including without limitation, insurance for hired automobile, non-owned automobiles, off-premises liability, water damage and legal liability, with severability of interests endorsements to provide liability protection for all Unit owners as a group, and for each unit owner's individual interest.

C. Workmen's Compensation Insurance. Workmen's Compensation insurance to meet the requirements of law.

D. Flood Insurance. Flood Insurance, if the same shall be necessary under the laws of the United States for federally related mortgage lenders to make mortgage loans on units.

E. Fidelity Bonding. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

25.3 Optional Coverage. The Association may purchase and carry such other insurance coverage, other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and unit owners, or as an institutional lender may reasonably require while it holds a mortgage encumbering any unit. Directors liability insurance may be obtained as an Association expense.

25.4 Premiums. Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from the unit owners as common expenses.

25.5 Assured. All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the owners of Units and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the "Insurance Trustee", as herein identified, or to its successor, and the proceeds from insurance against any casualty loss shall be held for the use of the Association, Unit Owners and their respective mortgagees, as their interests may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all Unit owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property, subject only to the restrictions contained in subparagraph 25.8 below.

25.6 Insurer. All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

25.7 Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as Trustee. The duty of the trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees, in the following shares, but which shares need not be set forth on the records of the trustee:

A. Common Elements. Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

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

(i) When the condominium building is to be restored for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(ii) When the condominium building is not to be restored and the condominium is being terminated an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

C. Mortgagees. In the event a mortgagee endorsement has been issued as to an unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

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

A. Expense of the Trust. All expenses of the trustee shall be paid first or provisions made for such payment.

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

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

25.9 Association as Agent. The association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon an unit and for each owner of any other interest in the Condominium property to adjust all claims for property damage less than \$25,000.00 arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims. The Association is likewise irrevocably appointed agent for each unit owner and for each owner of any other interest in the Condominium property to adjust all claims for property damage in excess of \$25,000 arising under insurance policies purchased by the Association. However, for all such claims in excess of \$25,000.00, the Association shall be authorized to execute and deliver releases and to settle claims for the unit owners and for the owners of any other interest in the Condominium property only when the Association has the consent of all affected mortgagees. This provision shall not be construed to confer upon the Association any authority with regard to any claims which an unit owner may have for personal injury.

26. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

26.1 Whether or not Condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

A. Common Element. If the damaged improvement is any of the common elements, the damaged common element shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

B. Apartment Building.

(i) Lesser Damage. If the damaged improvements are to an unit building and if units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

(ii) Major Damage. If the damaged improvements are to an unit building and if units to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty, the owners of 2/3rds of the common elements agree in writing to such reconstruction or repair.

26.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the unit building, by the owners of not less than 2/3rds of the common

elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

26.3 Responsibility. If the damage is only to those parts of an unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

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

26.5 Payment of Reconstruction Costs. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the cost of reconstruction and repair are insufficient, each unit owner shall be responsible for payment of its pro-rata share of such costs. The cost of construction, reconstruction and repair occasioned by special improvement made at the request of any particular owner and not common to other units shall be payable by that unit owner.

27. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS. Neither a unit owner nor the Association shall make any alterations, improvements or additions to Units or Common Elements, except in compliance with the following:

27.1 Units. Unless the Unit owner(s) shall first submit plans for such work to the Board, and the Board, by majority vote shall approve and consent thereto, no alteration of or improvement or addition to a Unit, or to any Limited Common Element to which the owner has an exclusive right of use, shall be made, constructed, erected or installed which shall: (1) remove, in whole or in part, replace, reroute, or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for, or (2) remove, or change the style, pattern, material, texture or outside color of any door, window, screen, fixture or equipment in or on an exterior Unit or building wall, or (3) cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, or (4) affix to or over any exterior door or window, or otherwise install on the exterior, of any Unit or building, any screens or glass, or any storm or hurricane shutter or awning or

any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance, or (5) otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs in appearance from any other Unit or portion of the building.

27.2 Common Elements. After the completion of the improvements included in the common elements contemplated by this Declaration there shall be no material alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than two-thirds (2/3rds) of the common elements except as otherwise provided by this Declaration. Any such alteration or improvement shall not unreasonably interfere with the rights of any unit owners without their consent. There shall be no change in the shares and rights of any unit owner in the common elements as a result of any such alteration or improvement.

27.3 Storm Shutters. Notwithstanding any provision set forth hereinabove to the contrary, the Board of Directors of the Association shall adopt and approve a model, style and color of storm shutter as a standard storm shutter for use in the Condominium. Such storm shutter shall be of the type and design which is affixed directly over a door or window opening. No storm shutter except of the standard model, color and style adopted by the Board of Directors shall be used in or upon the Condominium.

28. RIGHTS OF DEVELOPERS.

28.1 General Rights. So long as Developer, or any successor developer or mortgagee succeeding Developer in title, shall own any unit, it shall have the absolute right to sell any such unit to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interest, and as to the sale of such unit, the right of first refusal, prior approval, or any right of redemption herein granted to the Association shall not be operative or effective in any manner. The Developer reserves the right, until all units presently held by it are sold, to execute, on behalf of the Association, Certificates of Approval approving persons for membership in the Association, provided due care and diligence is exercised in granting such approvals.

28.2 Amendment of Plans. The Developer has the right to amend the plans under the circumstances set forth elsewhere in this Declaration.

28.3 Business. So long as the Developer owns any Units in the Condominium, the Developer may transact any business on the Condominium Property necessary or convenient to consummate sales of Units, including, but not limited to, maintaining an office and models, displaying signs, hiring employees, using the Common Elements for parking for prospective Purchasers, and showing the Units. All office and sales equipment belonging to the Developer shall remain the property of the Developer and may be removed by Developer at any time.

Until construction of all units and common elements is complete, the Developer and its employees, contractors and agents shall have the right to be upon the condominium property for all purposes relative thereto.

28.4 Easements. As long as the Developer has control of the Association, the Developer shall have the right to grant such easements over the Condominium Property to such beneficiaries and for such time as it determines in its sole discretion to be of benefit to the Condominium or to the Developer, and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The foregoing easements may be granted only if they do not structurally weaken the improvements upon the Condominium Property or unreasonably interfere with the enjoyment of the Condominium Property by the Unit Owners.

29. AMENDMENTS. Except as to amendments which are required by Florida law or by a specific provision in this Declaration to have a greater concurrence, the Declaration of Condominium may be amended in the following manner:

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

29.2 Adoption of Amendment. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by Twenty-Five Percent (25%) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

A. Not less than a majority of the Board of Administration, and by not less than a majority of the voting interests of the entire membership of the Association; or

B. Until the first election of non-developer related directors, only by all of the directors, provided the amendment is not regarding items provided for in Sections 718.110(4), (7), (8) and 718.117, Florida Statutes, in such case the Association shall comply with the statutes.

29.3 Developer Amendment. Notwithstanding anything to the contrary herein, and except as prohibited by the Condominium Statute, as long as developer owns units for sale in the ordinary course of business, the Developer reserves the right to amend the Declaration, and any Exhibits hereto, for any one or more of the following purposes:

A. To correct any errors or omissions not affecting the rights of Unit Owners, lienors or Mortgagees.

B. For purpose of adding a Certificate of Surveyor as provided for in Section 718.104(4)(e) or other sections of the Florida Statutes.

C. To make reasonable changes that do not materially and adversely affect the interest of Mortgagees, nor the Unit Owners, nor the Unit Owners share of the common elements.

Any Developer amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not elsewhere required for amendments.

29.4(a) Special Provision For Amendment To Change Configuration And Size Of One Or More Condominium Units In Buildings 5, 6 and 7 Prior To Transfer From Developer. Prior to a transfer from the Developer, any Condominium Unit in Buildings 5, 6 and/or 7 may be changed to conform to the alternate floor plan and elevation plan set forth on DC-7i and DC-7ii by means of an Amendment proposed by the Developer, and approved by not less than a majority of the voting interests of the non-Developer membership present in person or by proxy at a duly convened meeting where such Amendment has been specifically included in the Notice of Meeting, and further provided such Amendment is approved by all record owners of liens on a Unit that is being changed. Any Unit in Buildings 5, 6 and/or 7 that is changed pursuant to this paragraph 29.4(a) shall have the same fractional share of the Common Elements, and the same fractional share of the Common Expenses, as was applicable prior to such change. This paragraph 29.4(a) shall control over any other procedural requirements for Amendments provided for in this Declaration.

29.4(b) Except as provided for in paragraph 29.4(a), any proposed Amendment that changes the configuration or size of any Condominium Unit in any material fashion, materially alters or modifies the appurtenances to the Unit, or changes the proportion or percentage by which the owner of the Unit shares the Common Expenses and owns the Common Surplus, shall require the joinder of the record owner of the Unit affected, and all record owners of liens on it in the execution of the Amendment, and the approval of two-thirds (2/3rds) of the voting interests of the condominium. Neither shall an Amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" nor in the section entitled "Time Share," unless the record owners of two-thirds (2/3rds) of the voting interests of the condominium approve. Any proposed Amendment that affects the Water Facilities or the operation and maintenance of the Water Facilities shall have the prior written approval of the SWFWMD. Any proposed amendment that changes the configuration or size of any condominium unit in any material fashion, materially alters or modifies the appurtenances to the unit, or

changes the proportion or percentage by which the owner of the unit shares the common expenses and owns the common surplus, shall require the joinder of the record owner of the unit affected, and all record owners of liens on it in the execution of the amendment, and the approval of two-thirds (2/3rds) of the voting interests of the condominium. Neither shall an amendment make any change in the section entitled "insurance" nor in the section entitled "Reconstruction or Repair after Casualty" nor in the section entitled Time Share, unless the record owners of two-thirds (2/3rds) of the voting interests of the condominium approve. Any proposed amendment that affects the Water Facilities or the operation and maintenance of the Water Facilities shall have the prior written approval of the SWFWMD.

29.5 Enlargement of Common Elements. The common elements designated by the Declaration may be enlarged by an amendment to the Declaration. The amendment must describe the interest in the property and must submit the property to the terms of the Declaration. The amendment must be approved and executed as provided in this section, but such enlargement is not covered by paragraph 29.4. The amendment divests the association of title to the land and vests title in the unit owners as part of the common elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the common elements that are appurtenant to the unit owned by them.

29.6 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records.

30. TERMINATION. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

30.1 Destruction. In the event it is determined in the manner elsewhere herein provided that the improvements shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

30.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all of the owners of Units in the Condominium, and by all mortgagees who have recorded their mortgages. If not all unit owners agree in writing then a proposed termination may be submitted to a meeting of the members of the Association, the notice of which meeting gives thirty (30) days notice of the proposed termination. If the termination is approved by not less than 75 percent of the Unit Owners and written approval from the record owners of all mortgages upon Units in the Condominium, are obtained not later

than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the Units of the other owners for a period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

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

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

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

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

30.3 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records.

30.4 Shares of Owners After Termination. After termination of the Condominium, the Unit owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit owners. Such undivided shares of the Unit owners shall be the same as the undivided shares in the Common Elements appurtenant to the owners' Units prior to the termination.

30.5 Amendment. This section concerning termination shall not be amended without consent of at least four-fifths of the Unit owners and of all owners of mortgages required to approve termination by agreement.

31. MISCELLANEOUS.

31.1 Severability. The invalidity in whole or in part of any covenant or restriction, or any article, sub-article, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and regulations of the Association shall not affect the validity of the remaining portions thereof.

31.2 Invalidation of Part. Invalidation of any part of this Declaration, any provision contained in any plat of the Condominium Property or in a conveyance of a Unit in the Condominium by judgment, court order or law shall not affect any of the other provisions hereof which shall remain in full force and effect.

31.3 Applicability of Declaration of Condominium. All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any unit, or the mere act of occupancy of any unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

31.4 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. The Florida Condominium Act, as the same exists on the date hereof, is hereby adopted and made a part hereof. In the event of any conflict between the provisions of this Declaration and the Condominium Act, the provisions of the Condominium Act shall prevail.

31.5 Singular, Plural And Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

31.6 Parties Bound. The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become owners of Units in the Condominium, and their respective heirs, legal representatives, successors and assigns.

31.7 Remedies for Violation. Each Unit Owner shall be governed by and conform to this Declaration, the Articles of Incorporation, the Bylaws, the Master Declaration, the Master Articles of Incorporation and the Master Bylaws. Failure to do so shall entitle the Association, Master Association or any other Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

31.8 Execution of Documents Required by Government.

The

Developer's plan for the development of this Condominium may require from time to time the execution of certain documents required by government agencies having jurisdiction. To the extent that said documents require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such documents and the Unit Owners, by virtue of their acceptance of Deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

31.9 Public Records.

Whenever this Declaration requires or permits a document to be recorded in the Public Records, such recordation shall be in the Public Records of the County in which the condominium is located.

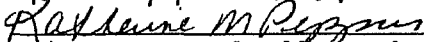
IN WITNESS WHEREOF, Developer has caused the foregoing Declaration of Condominium to be executed, by its undersigned, duly authorized officer on the date set forth above.

WITNESSES:



Print name and address below:

THOMAS E. MALONEY
1395 PANTHER LANE, Suite 300
NAPLES, FL 34109



Print name and address below:

KATHERINE M. PEPPERS
1395 Panther Lane, Suite 300
Naples FL 34109

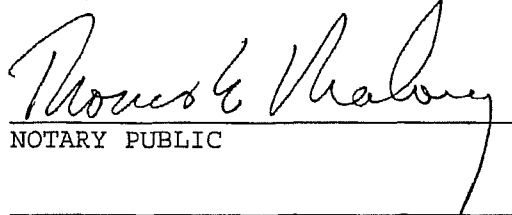
TARA-MANATEE, INC., a
Florida corporation.

By:


WILLIAM T. HIGGS, President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on the
9th day of OCTOBER, 2003, by WILLIAM T. HIGGS, as President
of TARA-MANATEE, INC., a Florida corporation, on behalf of the
Coropration, who is personally known to me.


NOTARY PUBLIC

Typed or printed name of notary
MY COMMISSION EXPIRES:



Thomas E. Maloney
MY COMMISSION # CC870460 EXPIRES
November 21, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

Prepared By And Return To:
Thomas E. Maloney, Esquire
Quarles & Brady LLP
1395 Panther Lane, Suite 300
Naples, FL 34109

CONSENT BY MORTGAGEE

IN DECLARATION OF CONDOMINIUM

AMSOUTH BANK, a banking corporation organized and existing under the laws of the State of Alabama, as the holder of a (1) Mortgage, Security Agreement and Assignment of Rents dated February 14, 2002 by Tara-Manatee, Inc., Mortgagor, in favor of AmSouth Bank, a banking corporation, organized and existing under the laws of the State of Alabama, Mortgagee, recorded at OR Book 1730, page 0599; as modified by First Loan Modification; Notice of Future Advance Receipt and Spreader Agreement recorded at OR Book 1818, page 571, all Public Records of Manatee County, Florida; and (2) Assignment of Rents, Leases, Profits and Contracts recorded at OR Book 1818, page 578, Public Records of Manatee County, Florida; and (3) UCC Financing Statement recorded at OR Book 1818, page 587, Public Records of Manatee County, Florida, encumbering the land and improvements dedicated to the condominium form of ownership by the Declaration of Condominium for ORCHID COVE, A CONDOMINIUM, hereby consents to said Declaration of Condominium and grants its consent to the recording of this Declaration of Condominium and related documents in the Public Records of Manatee County, Florida.

AMSOUTH BANK, a banking corporation organized and existing under the laws of the State of Alabama, by the execution of this Consent does not become a developer of the herein referenced project for purposes of representations or warranties or other developer obligations in the event the lender is required to foreclose its mortgage.

EXECUTED this 9th day of October, 2003.

Witnesses:

AMSOUTH BANK,
a Banking Corporation Organized
And Existing Under The Laws of The
State of Alabama

Kimberly S. Best
Print Name of Witness
Kimberly S. Best
David Hopkins
Print Name of Witness
David Hopkins

BY:

John W. Abbott
Its: SAV

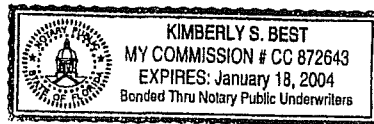
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on the 9th day of October, 2003, by John W. Abbott as Senior Vice President of AmSouth Bank, a banking corporation organized and existing under the laws of the State of Alabama, on behalf of the Bank. He is x personally known to me, or has produced as identification.

Kimberly E. Best
Notary Public

Kimberly S. Best
Print Name of Notary Public
My Commission Expires: 1/18/04

PREPARED BY:
Thomas E. Maloney, Esquire
Quarles & Brady LLP
1395 Panther Lane, Suite 300
Naples, FL. 34109



(Preserve Development Loan)

**CONSENT BY MORTGAGEE
IN DECLARATION OF CONDOMINIUM**

AMSOUTH BANK, a banking corporation organized and existing under the laws of the State of Alabama, as the holder of a (1) Mortgage, Security Agreement and Assignment of Rents dated December 26, 1997 by William T. Higgs, an individual, and Tara-Manatee, Inc., a Florida corporation, Mortgagor, in favor of AmSouth Bank, a banking corporation, organized and existing under the laws of the State of Alabama, Mortgagee, in the original principal amount of \$4,000,000.00 and recorded on December 30, 1997 at OR Book 1539, pages 5357 through 5375; as amended by unrecorded First Loan Modification Agreement; Notice of Future Advance Receipt and Spreader Agreement dated December 31, 1999; and as amended by Second Loan Modification Agreement; Notice of Future Advance Receipt and Spreader Agreement recorded at OR Book 1637, pages 2618 through 2626, all Public Records of Manatee County, Florida; and (2) that certain UCC Financing Statement recorded at OR Book 1539, PAGE 5376, as amended by UCC Financing Statement recorded in OR Book 1637, page 2627, all Public Records of Manatee County, Florida, encumbering the land and improvements dedicated to the condominium form of ownership by the Declaration of Condominium for **ORCHID COVE, A CONDOMINIUM**, hereby consents to said Declaration of Condominium and grants its consent to the recording of this Declaration of Condominium and related documents in the Public Records of Manatee County, Florida.

AMSOUTH BANK, a banking corporation organized and existing under the laws of the State of Alabama, by the execution of this Consent does not become a developer of the herein referenced project for purposes of representations or warranties or other developer obligations in the event the lender is required to foreclose its mortgage.

EXECUTED this 9th day of October, 2003.

Witnesses:

AMSOUTH BANK,
a Banking Corporation Organized
And Existing Under The Laws of The
State of Alabama

Kimberly S. Best

Kimberly S. Best

Print Name of Witness

David Vogel.

David Hopkins

Print Name of Witness

BY:

John W. Abbott

It is

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on the 9th day of October, 2003, by John W. Abbott as Senior Vice President of AmSouth Bank, a banking corporation organized and existing under the laws of the State of Alabama, on behalf of the Bank. He is x personally known to me, or has produced as identification.

Kimberly S. Best

Notary Public

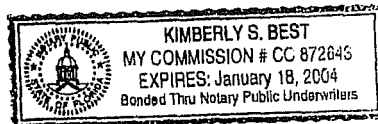
Kimberly S. Best

Print Name of Notary Public

My Commission Expires: 1/18/04

PREPARED BY:

Thomas E. Maloney, Esquire
Quarles & Brady LLP
1395 Panther Lane, Suite 300
Naples, FL 34109



BK 1872 PG 998 48 of 100

Unit Identification Schedule

Exhibit DC-1
to the Declaration

EXHIBIT "DC-1"

ORCHID COVE, A CONDOMINIUM

UNIT IDENTIFICATION AND ASSESSMENT SCHEDULE

The following is a list of the individual units and a schedule of the undivided interest that each of the units has in the Common Elements and Common Surplus of ORCHID COVE, A CONDOMINIUM. Upon ownership of the units by individuals or entities other than the developer, each unit shall be assessed a proportion of the expenses of the Common Elements in the same fractional share. The first number in the Unit Number Identification refers to the building in which the Unit is located. The following three numbers refer to the specific unit. All units having the last three numbers of 101 are located on the first floor, on the left side of the building, as viewed from in front of the building. All units having the last three numbers of 102 are located on the first floor, on the right side of the building, as viewed from in front of the building. All units having the last three numbers of 201 are located on the second floor, on the left side of the building, as viewed from in front of the building. All units having the last three numbers of 202 are located on the second floor, on the right side of the building, as viewed from in front of the building.

BUILDING 1

UNIT NUMBER	FRACTIONAL UNDIVIDED SHARE
1-101	1/48th
1-102	1/48th
1-201	1/48th
1-202	1/48th

BUILDING 2

UNIT NUMBER	FRACTIONAL UNDIVIDED SHARE
2-101	1/48th
2-102	1/48th
2-201	1/48th
2-202	1/48th

BUILDING 3

UNIT NUMBER	FRACTIONAL UNDIVIDED SHARE
3-101	1/48th
3-102	1/48th
3-201	1/48th
3-202	1/48th

BUILDING 4

UNIT NUMBER	FRACTIONAL UNDIVIDED SHARE
4-101	1/48th
4-102	1/48th
4-201	1/48th
4-202	1/48th

BUILDING 5

UNIT NUMBER	FRACTIONAL UNDIVIDED SHARE
5-101	1/48th
5-102	1/48th
5-201	1/48th
5-202	1/48th

BUILDING 6

UNIT NUMBER	FRACTIONAL UNDIVIDED SHARE
6-101	1/48th
6-102	1/48th
6-201	1/48th
6-202	1/48th

BUILDING 7

UNIT NUMBER	FRACTIONAL UNDIVIDED SHARE
7-101	1/48th
7-102	1/48th
7-201	1/48th
7-202	1/48th

BUILDING 8

UNIT NUMBER	FRACTIONAL UNDIVIDED SHARE
8-101	1/48th
8-102	1/48th
8-201	1/48th
8-202	1/48th

BUILDING 9

UNIT NUMBER	FRACTIONAL UNDIVIDED SHARE
9-101	1/48th
9-102	1/48th
9-201	1/48th
9-202	1/48th

BUILDING 10

UNIT NUMBER	FRACTIONAL UNDIVIDED SHARE
10-101	1/48th
10-102	1/48th
10-201	1/48th
10-202	1/48th.....

BUILDING 11

UNIT NUMBER	FRACTIONAL UNDIVIDED SHARE
11-101	1/48th
11-102	1/48th
11-201	1/48th
11-202	1/48th

BUILDING 12

UNIT NUMBER	FRACTIONAL UNDIVIDED SHARE
12-101	1/48th
12-102	1/48th
12-201	1/48th
12-202	1/48th

Legal Description and Survey

Exhibit DC-2
to the Declaration

2977804

ORCHID COVE LEGAL DESCRIPTION

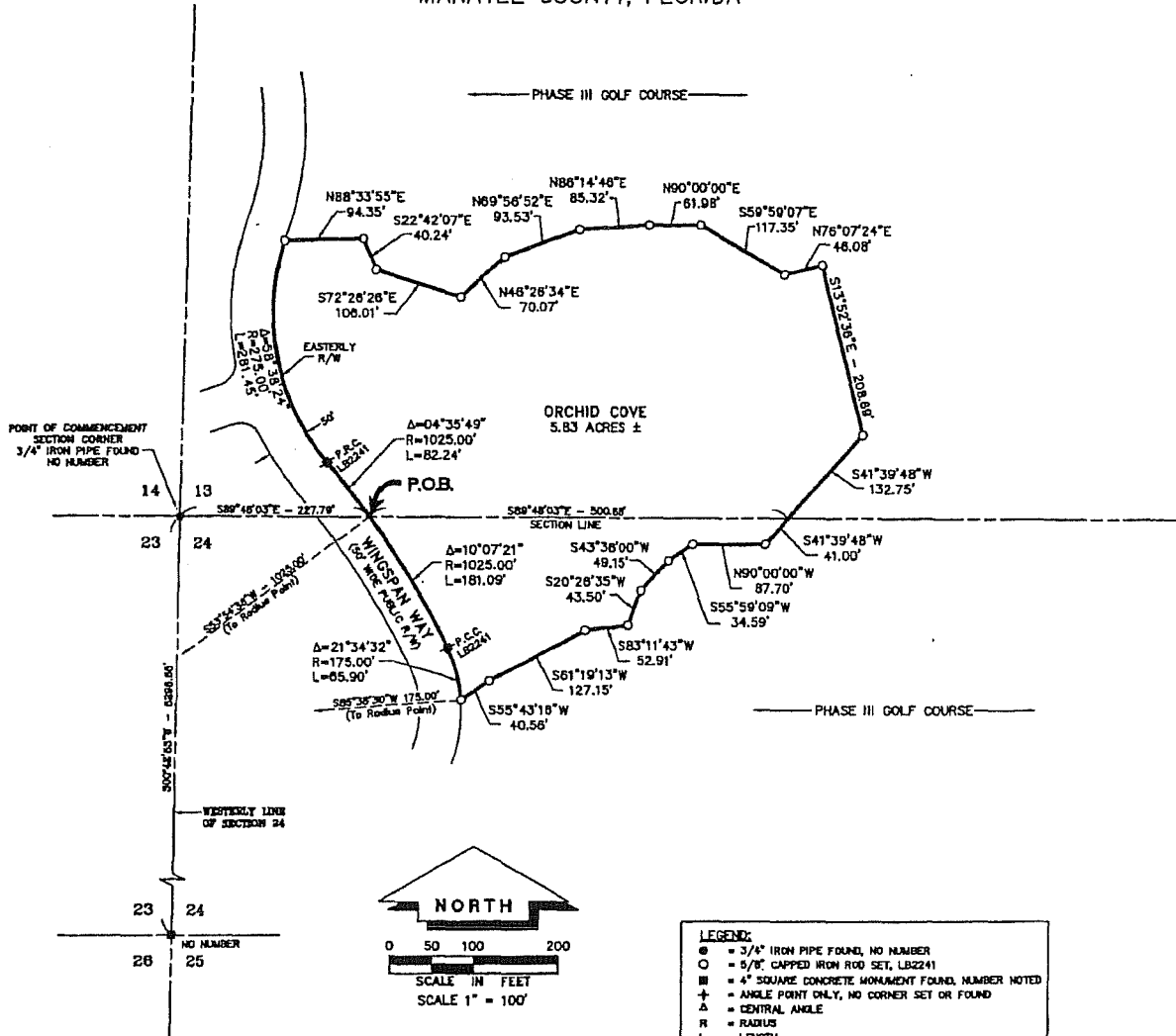
COMMENCE AT THE SECTION CORNER COMMON TO SECTIONS 13, 14, 23 AND 24, TOWNSHIP 35 S., RANGE 18 E.; THENCE RUN S89°48'03"E, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 13 AND 24, A DISTANCE OF 227.79 FT. TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF WINGSPAN WAY, A 50 FT. WIDE PUBLIC RIGHT-OF-WAY, FOR A POINT OF BEGINNING, SAID POINT LYING ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S53°54'38"W, A DISTANCE OF 1025.00 FT.; THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID EASTERLY RIGHT-OF-WAY: RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°35'49", A DISTANCE OF 82.24 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 275.00 FT.; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°38'24", A DISTANCE OF 281.45 FT.; THENCE N88°33'55"E, 94.35 FT.; THENCE S22°42'07"E, 40.24 FT.; THENCE S72°26'26"E, 106.01 FT.; THENCE N46°26'34"E, 70.07 FT.; THENCE N69°56'52"E, 93.53 FT.; THENCE N86°14'46"E, 85.32 FT.; THENCE N90°00'00"E, 61.98 FT.; THENCE S59°59'07"E, 117.35 FT.; THENCE N76°07'24"E, 46.08 FT.; THENCE S13°52'36"E, 208.69 FT.; THENCE S41°39'48"W, A DISTANCE OF 132.75 FT. TO THE INTERSECTION WITH AFORESAID SECTION LINE COMMON TO SECTIONS 13 AND 24; THENCE CONTINUE S41°39'48"W, 41.00 FT.; THENCE N90°00'00"W, 87.70 FT.; THENCE S55°59'09"W, 34.59 FT.; THENCE S43°36'00"W, 49.15 FT.; THENCE S20°26'35"W, 43.50 FT.; THENCE S83°11'43"W, 52.91 FT.; THENCE S61°19'13"W, 127.15 FT.; THENCE S55°43'16"W, A DISTANCE OF 40.56 FT. TO THE INTERSECTION WITH AFORESAID EASTERLY RIGHT-OF-WAY OF WINGSPAN WAY, SAID POINT LYING ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S85°36'30"W, A DISTANCE OF 175.00 FT.; THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID EASTERLY RIGHT-OF-WAY: RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°34'32", A DISTANCE OF 65.90 FT. TO THE P.C.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1025.00 FT.; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°07'21", A DISTANCE OF 181.09 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTIONS 13 AND 24, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 5.83 ACRES MORE OR LESS.

D:\Legal\Tara Phil-D (070902)

ORCHID COVE A CONDOMINIUM

IN SECTIONS 13 & 24, TOWNSHIP 35 S., RANGE 18 E.
MANATEE COUNTY, FLORIDA



DESCRIPTION

COMMENCE AT THE SECTION CORNER COMMON TO SECTIONS 13, 14, 23 AND 24 TOWNSHIP 35 S., RANGE 18 E.; THENCE RUN S89°48'03"E, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 13 AND 24, A DISTANCE OF 227.79 FT. TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF WINDSPAN WAY, A 50 FT. WIDE PUBLIC RIGHT-OF-WAY, FOR A POINT OF BEGINNING, SAID POINT LYING ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S53°54'30"W, A DISTANCE OF 1025.00 FT.; THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID EASTERLY RIGHT-OF-WAY: RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°35'49", A DISTANCE OF 82.24 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1025.00 FT.; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°38'24", A DISTANCE OF 281.48 FT.; THENCE N88°33'55"E, 94.35 FT.; THENCE S22°42'07"E, 40.24 FT.; THENCE S72°26'26"E, 106.01 FT.; THENCE N48°26'34"E, 70.07 FT.; THENCE N86°14'48"E, 85.32 FT.; THENCE N90°00'00"E, 61.98 FT.; THENCE S59°59'07"E, 117.35 FT.; THENCE N76°07'24"E, 48.08 FT.; THENCE S13°52'36"E, 208.89 FT.; THENCE S41°39'48"W, 132.75 FT.; THENCE S41°39'48"W, 41.00 FT.; THENCE N90°00'00"W, 87.70 FT.; THENCE S55°59'09"W, 34.59 FT.; THENCE S61°19'13"W, 127.15 FT.; THENCE S55°43'18"W, 40.56 FT.; THENCE S83°11'43"W, 52.91 FT.; THENCE S20°28'35"W, 43.50 FT.; THENCE S43°38'00"W, 49.15 FT.; THENCE S89°48'03"E, 500.89 FT. TO THE SECTION LINE; THENCE S89°48'03"E, 500.89 FT. TO THE WESTERLY LINE OF SECTION 24; THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID WESTERLY LINE: RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°34'32", A DISTANCE OF 85.90 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1025.00 FT.; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°07'21", A DISTANCE OF 181.09 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTIONS 13 AND 24, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA, CONTAINING 5.83 ACRES MORE OR LESS.

LOMBARDO, SKIPPER & FOLEY, INC.

Consulting Engineers, Surveyors & Planners

714, 2nd St. S. - 3rd Fl. Room 100 - Palmetto, Florida 34221 - (941) 750-0022



LEGEND

- = 3/4" IRON PIPE FOUND, NO NUMBER
- = 5/8" CAPPED IRON ROD SET, LB2241
- = 4" SQUARE CONCRETE MONUMENT FOUND, NUMBER NOTED
- + = ANGLE POINT ONLY, NO CORNER SET OR FOUND
- Δ = CENTRAL ANGLE
- R = RADIUS
- L = LENGTH
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- P.R.C. = POINT OF REVERSE CURVATURE
- P.C.C. = POINT OF COMPOUND CURVE
- P.O.B. = POINT OF BEGINNING
- R/W = RIGHT-OF-WAY
- ± = MORE OR LESS

SURVEYOR'S NOTES:

1. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN WITH A BEARING OF S00°42'33"W FOR THE WESTERLY LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 18 EAST.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OR TITLE POLICY, THEREFORE EXCEPTION IS MADE HEREIN REGARDING EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD NOT PROVIDED.
3. REFER TO ATTACHED SHEET 2 OF 4 FOR THE LOCATION OF PROPOSED IMPROVEMENTS.

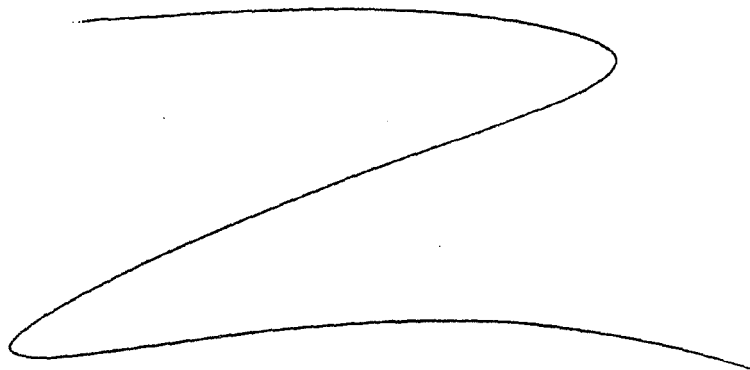
DECEMBER 03, 2002
DATE OF FIELD SURVEY

KENNETH C. KOLARIK
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5118

SURVEY VALID ONLY TO THE DATE OF FIELD SURVEY SHOWN HEREON
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF
A FLORIDA LICENSED SURVEYOR AND MAPPER
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 2241

OVERALL BOUNDARY SURVEY

EXHIBIT "DC-2" - Page 2



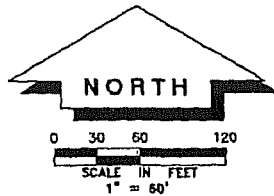
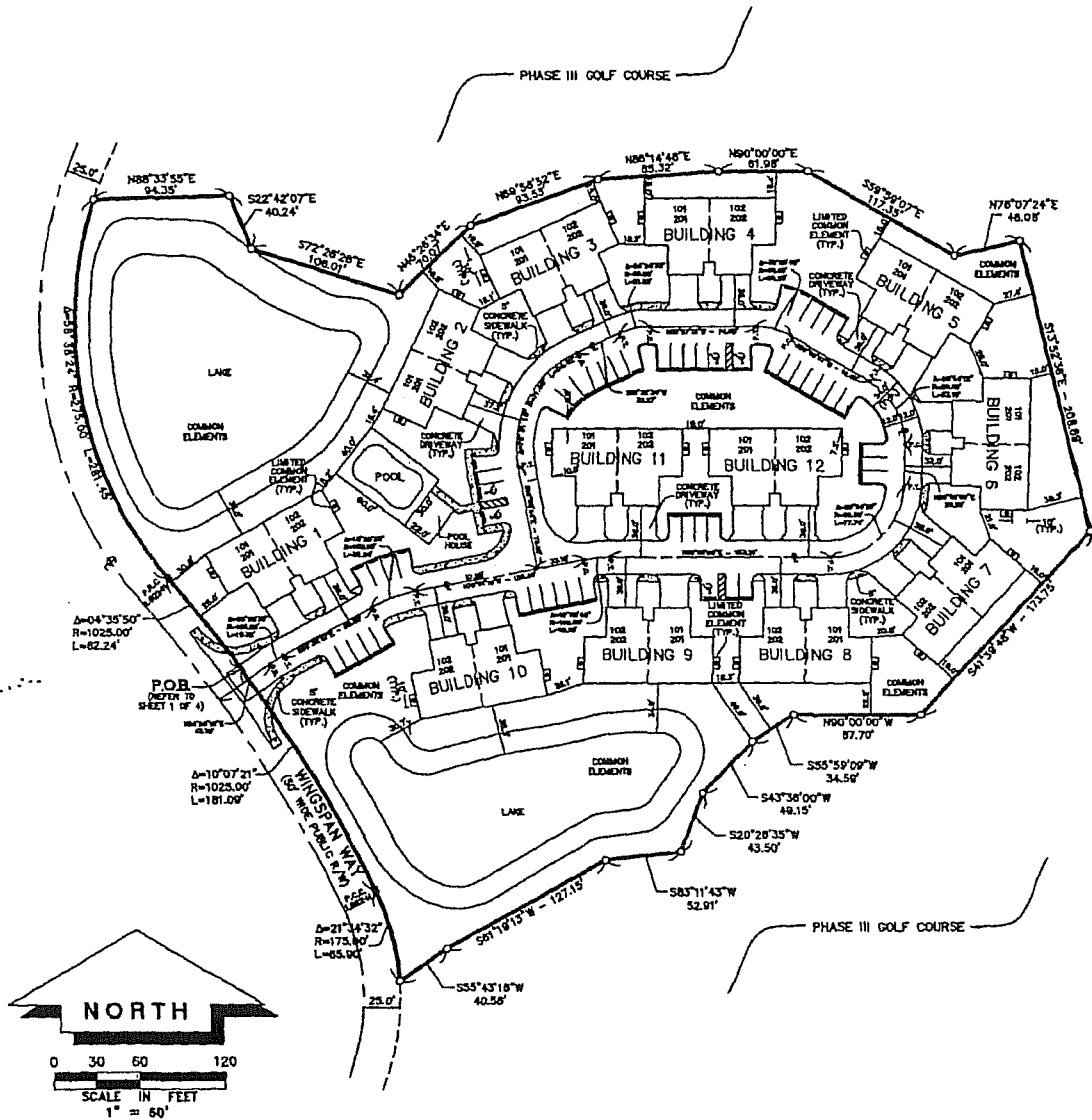
Plot Plan

Exhibit DC-3
to the Declaration



ORCHID COVE A CONDOMINIUM

IN SECTIONS 13 & 24, TOWNSHIP 35 S., RANGE 18 E.
MANATEE COUNTY, FLORIDA



LEGEND	
R = RADIUS	■ = 4.5" x 8" CONCRETE PAD WITH AIR CONDITIONING UNIT LIMITED COMMON ELEMENTS (SEE GENERAL NOTE 7)
L = ARC LENGTH	R/W = RIGHT-OF-WAY (TYP.)
Δ = CENTRAL ANGLE	± = MORE OR LESS
Ⓜ = HANDICAP PARKING SPACES	
P.O.B. = POINT OF BEGINNING	
P.C. = POINT OF CURVATURE	
P.C.C. = POINT OF COMPOUND CURVE	
P.R.C. = POINT OF REVERSE CURVE	
P.T. = POINT OF TANGENCY	
C = CENTERLINE	
○ = 5/8" CAPPED IRON ROD SET, LBM/2241	
+	ANGLE POINT ONLY, NO CORNERS FOUND OR SET
■	4" SQUARE CONCRETE MONUMENT, FOUND, NUMBER NOTED

GENERAL NOTES:	
1.	ALL IMPROVEMENTS SHOWN ARE PROPOSED UNTIL CERTIFIED AS SUBSTANTIALLY COMPLETE.
2.	REFER TO SHEET 1 OF 4 FOR OVERALL BOUNDARY SURVEY.
3.	UNITS IDENTIFIED AS 101 & 102 ARE FIRST FLOOR UNITS. UNITS IDENTIFIED AS 201 & 202 ARE SECOND FLOOR UNITS.
4.	TYPICAL PARKING SPACE SIZE IS 9 FT. WIDE BY 18 FT. IN DEPTH, EXCEPT FOR HANDICAP (H/C) SPACES, WHICH ARE TYPICALLY 12 FT. WIDE WITH A 5 FT. WALKWAY ADJACENT.
5.	TYPICAL DRIVEWAY SIZE IS 20 FT. (TWO CARS) WIDE, AND A MINIMUM OF 24.0 FT. IN DEPTH FROM BUILDING TO EDGE OF MAIN ROAD.
6.	TYPICAL BUILDING HEIGHT FROM GROUND TO ROOF PEAK IS 30.00 FT.
7.	AIR CONDITIONING EQUIPMENT SERVING INDIVIDUAL UNITS ARE LOCATED OUTSIDE THE UNITS ON THE SAME SIDE OF THE BUILDING AS THE UNITS WHICH THEY SERVE. THE AIR CONDITIONING EQUIPMENT LOCATED OUTSIDE THE UNIT IS A LIMITED COMMON ELEMENT TO THE UNIT IT SERVES.

PLOT PLAN EXHIBIT "DC-3"

LOMBARDO, SKIPPER & FOLEY, INC.
Consulting Engineers, Surveyors & Planners
P.O. Box 128 • 285 4th Street East • Palmetto, Florida 34221 • (941) 768-4661

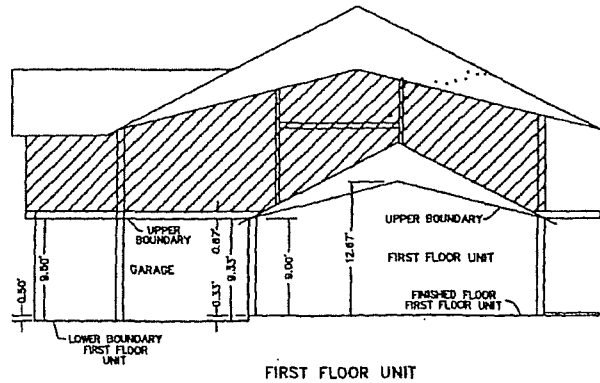
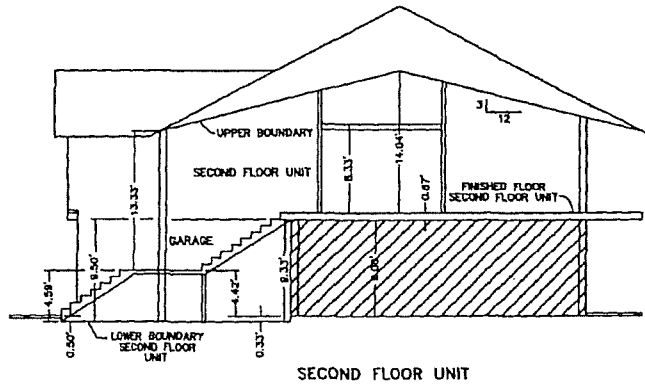


ORCHID COVE A CONDOMINIUM

IN SECTIONS 13 & 24, TOWNSHIP 35 S., RANGE 18 E.
MANATEE COUNTY, FLORIDA

ELEVATION TABLE

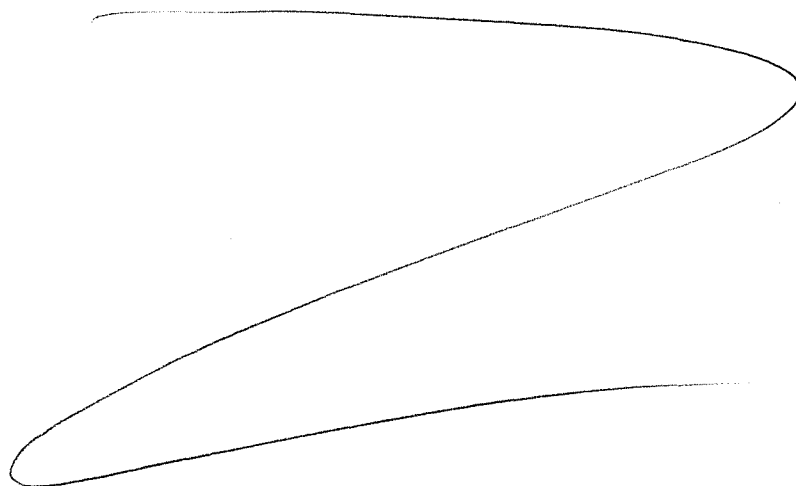
BUILDING NUMBER	FLOOR LEVEL	LOWER BOUNDARY ELEVATION	UPPER BOUNDARY ELEVATION
1	FIRST	18.20	31.37
	SECOND	18.20	42.41
2	FIRST	18.35	31.52
	SECOND	18.35	42.56
3	FIRST	18.00	31.17
	SECOND	18.00	42.21
4	FIRST	17.70	30.87
	SECOND	17.70	41.91
5	FIRST	17.50	30.67
	SECOND	17.50	41.71
6	FIRST	17.75	30.92
	SECOND	17.75	41.96
7	FIRST	17.65	30.82
	SECOND	17.65	41.86
8	FIRST	17.75	30.92
	SECOND	17.75	41.96
9	FIRST	17.85	31.02
	SECOND	17.85	42.06
10	FIRST	17.90	31.07
	SECOND	17.90	42.11
11	FIRST	17.75	30.92
	SECOND	17.75	41.96
12	FIRST	17.85	31.02
	SECOND	17.85	42.06



TYPICAL CROSS SECTIONS

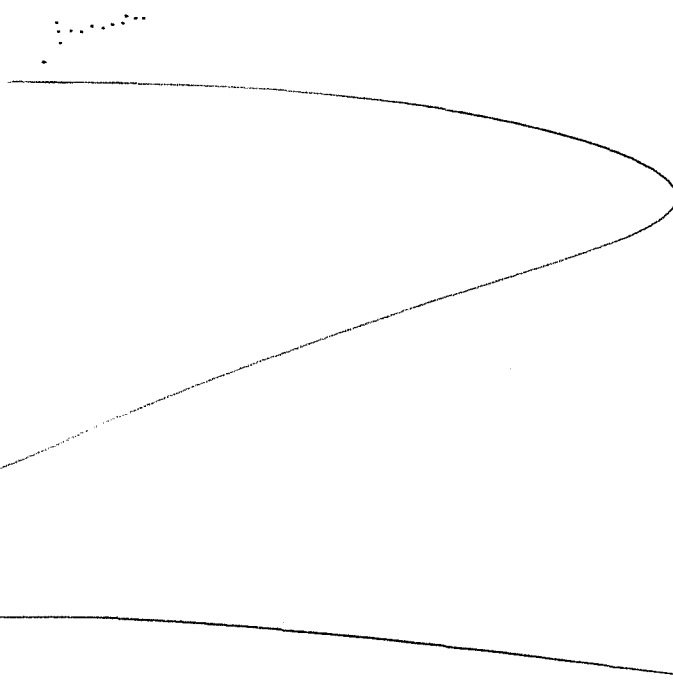
NOTE:

ELEVATIONS ARE BASED ON N.G.V.D. 1929 DATUM, ORIGIN
BENCHMARK: MANATEE COUNTY CONCRETE MONUMENT
#RM-162 ON BRADEN RIVER ROAD. ELEVATION = 9.26 FEET.



Floor Plans

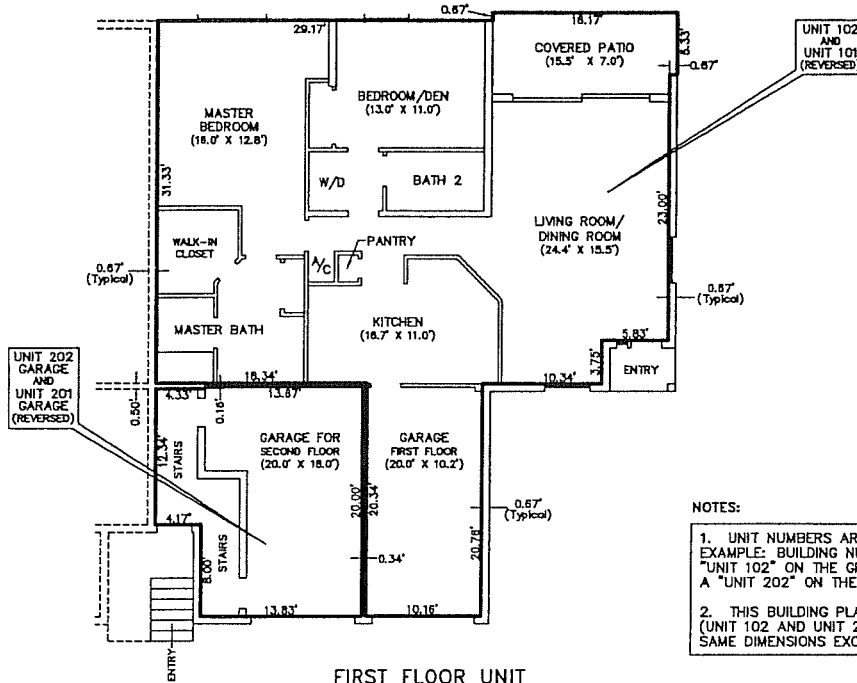
Exhibit DC-4
to the Declaration



BK 1872 PG 1007 57 of 100

ORCHID COVE A CONDOMINIUM

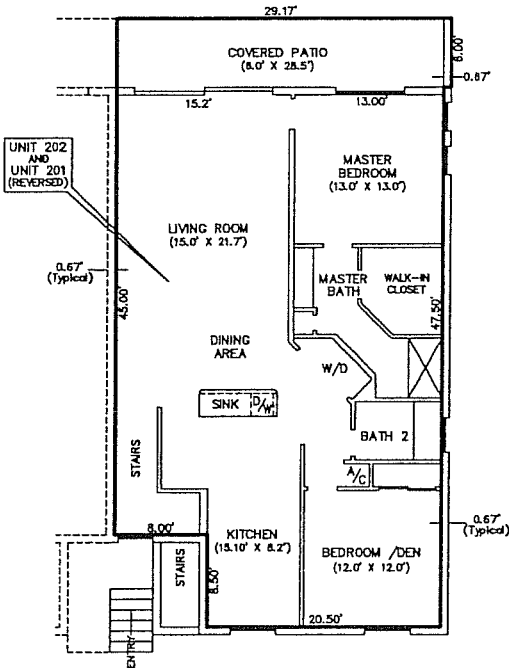
IN SECTIONS 13 & 24, TOWNSHIP 35 S., RANGE 18 E.
MANATEE COUNTY, FLORIDA



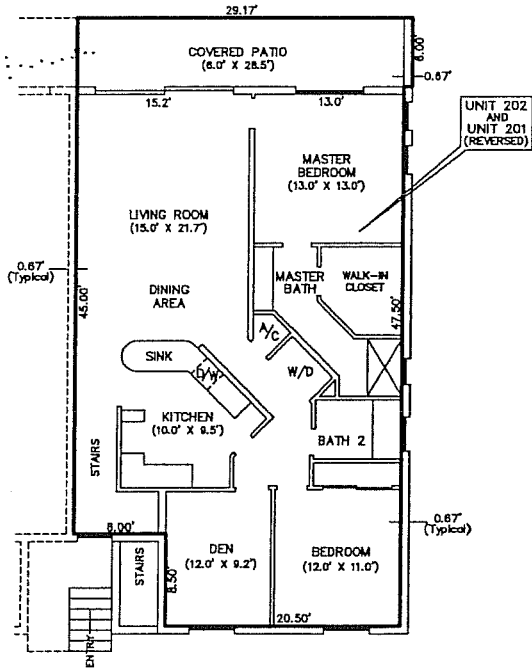
FIRST FLOOR UNIT
(MAY BE REVERSED)

NOTES:

1. UNIT NUMBERS ARE TYPICAL FOR ALL BUILDINGS. FOR EXAMPLE: BUILDING NUMBER B HAS A "UNIT 101" AND A "UNIT 102" ON THE GROUND FLOOR, AND A "UNIT 201" & A "UNIT 202" ON THE SECOND FLOOR (SEE PLOT PLANS).
2. THIS BUILDING PLAN SHOWS THE RIGHT SIDE UNITS (UNIT 102 AND UNIT 202). THE LEFT SIDE UNITS ARE THE SAME DIMENSIONS EXCEPT REVERSED OR MIRROR-IMAGED.



SECOND FLOOR UNIT
(MAY BE REVERSED)



SECOND FLOOR UNIT
(ALTERNATE PLAN)
(MAY BE REVERSED)

CONDOMINIUM PLAT BOOK

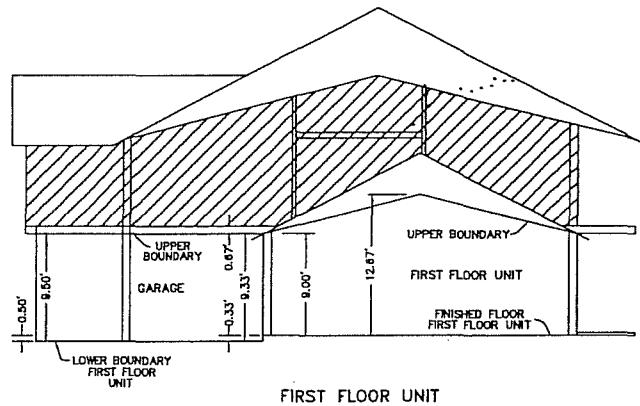
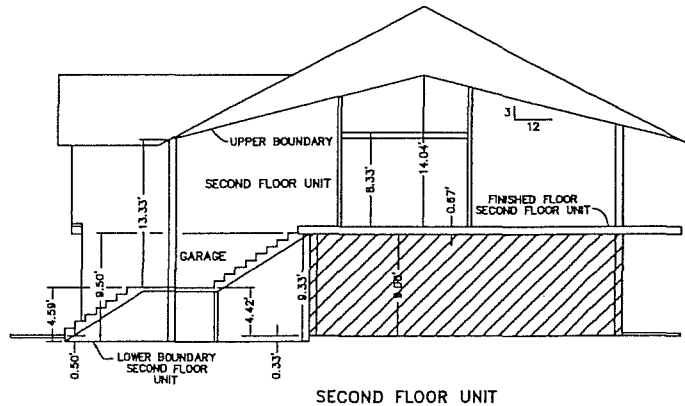
PAGE
SHEET 3 OF 4

ORCHID COVE A CONDOMINIUM

IN SECTIONS 13 & 24, TOWNSHIP 35 S., RANGE 18 E.
MANATEE COUNTY, FLORIDA

ELEVATION TABLE

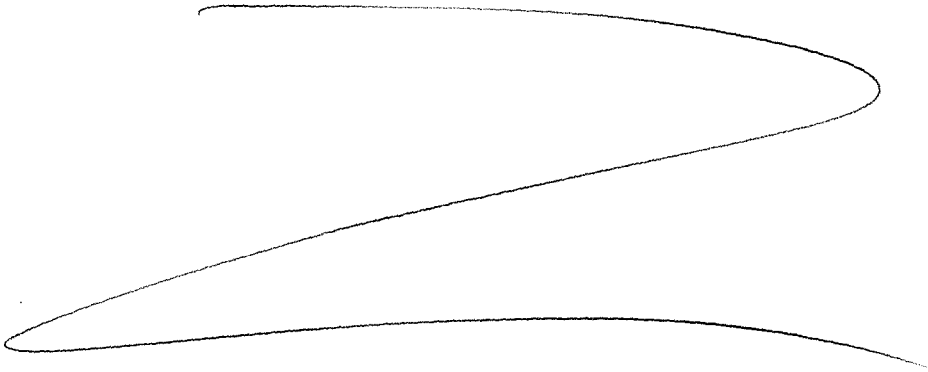
BUILDING NUMBER	FLOOR LEVEL	LOWER BOUNDARY ELEVATION	UPPER BOUNDARY ELEVATION
1	FIRST	18.20	31.37
	SECOND	18.20	42.41
2	FIRST	18.35	31.52
	SECOND	18.35	42.56
3	FIRST	18.00	31.17
	SECOND	18.00	42.21
4	FIRST	17.70	30.87
	SECOND	17.70	41.91
5	FIRST	17.50	30.67
	SECOND	17.50	41.71
6	FIRST	17.75	30.92
	SECOND	17.75	41.96
7	FIRST	17.65	30.82
	SECOND	17.65	41.86
8	FIRST	17.75	30.92
	SECOND	17.75	41.96
9	FIRST	17.85	31.02
	SECOND	17.85	42.06
10	FIRST	17.90	31.07
	SECOND	17.90	42.11
11	FIRST	17.75	30.92
	SECOND	17.75	41.96
12	FIRST	17.85	31.02
	SECOND	17.85	42.06



TYPICAL CROSS SECTIONS

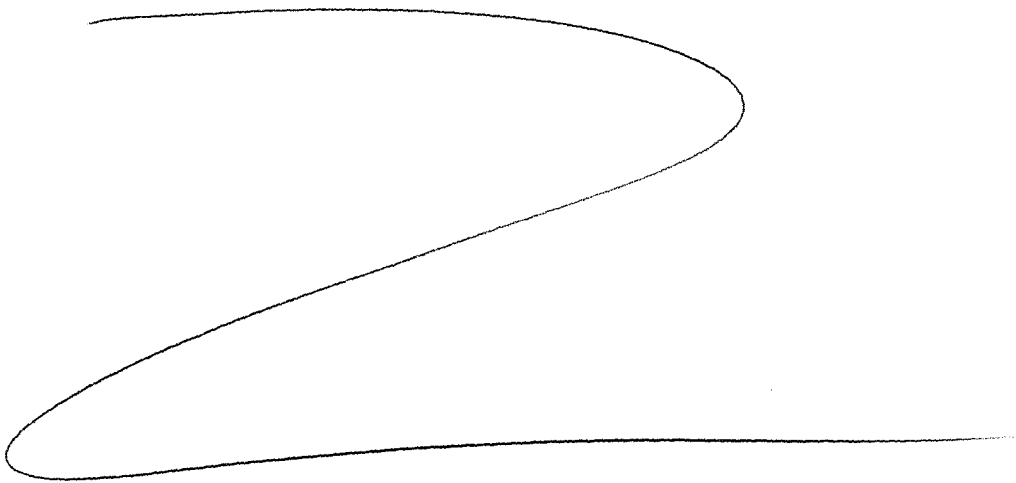
NOTE:

ELEVATIONS ARE BASED ON N.G.V.D. 1929 DATUM, ORIGIN
BENCHMARK: MANATEE COUNTY CONCRETE MONUMENT
#RM-162 ON BRADEN RIVER ROAD. ELEVATION = 9.26 FEET.



Articles of Incorporation

Exhibit DC-5
to the Declaration





Department of State

I certify from the records of this office that ORCHID COVE CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on July 23, 2002.

The document number of this corporation is N02000005580.

I further certify that said corporation has paid all fees due this office through December 31, 2002, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 902A00044872-072302-N02000005580-1/1, noted below.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-third day of July, 2002

Authentication Code: 902A00044872-072302-N02000005580-1/1

BK 1872 PG 1010 60 of 100



CR2EO22 (1-99)

Katherine Harris
Katherine Harris
Secretary of State

ARTICLES OF INCORPORATION
OF
ORCHID COVE CONDOMINIUM ASSOCIATION, INC.

The undersigned does hereby adopt these Articles of Incorporation for the purpose of forming a corporation not for profit under chapter 617, Florida Statutes and certifies as follows:

ARTICLE I

NAME

1. The name of the corporation shall be:

ORCHID COVE CONDOMINIUM ASSOCIATION, INC., whose address is 2666 Airport Road South, Naples, Florida 34112.

For convenience, the corporation shall be referred to in this instrument as the Association.

ARTICLE II

PURPOSE

2. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, Chapter 718, Florida Statutes for the operation of:

ORCHID COVE, A CONDOMINIUM, to be located upon the lands described in the Declaration of Condominium for said condominium.

- 2.1 The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

POWERS

3. The Powers of the Association shall include and be governed by the following provisions:

- 3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

- 3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, these Articles and the Declaration of Condominium, and all of the powers

and duties reasonably necessary to operate the Condominium pursuant to the Declaration, as it may be amended from time to time, including but not limited to the following:

- (a) To make and collect assessments against members as unit owners for the purpose of paying the common costs, expenses and losses of the Condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate the Condominium property.
- (d) To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as unit owners.
- (e) To reconstruct improvements after casualty and to make future improvement of the property.
- (f) To make and amend reasonable regulations respecting the use of the property in the Condominium.
- (g) To approve or disapprove the transfer, mortgage and ownership of units as may be provided by the Declaration of Condominium and the Bylaws.
- (h) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the Condominium.
- (i) To contract for the management and maintenance of the Condominium and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.
- (j) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

3.3 The Association shall have no power to purchase a unit of the Condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its liens, or pursuant to an obligation to purchase created by the Declaration of Condominium. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the Condominium.

3.4 All funds and titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

3.5 The Powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

3.6 If the Developer of the Condominium 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:

(a) Assessment of the Developer as a unit owner for capital improvement.

(b) Any action by the Association 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 IV

MEMBERS

4. The members of the Association shall consist of all of the record owners of units in the Condominium, and after termination of the condominium, shall consist of those who are members at the time of such termination and their successors and assigns.

4.1 After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records a deed or other instrument establishing a record title to a unit in the Condominium and the delivery to the Association of notice of such recordation. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.2 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

4.3 The owner(s) of each unit shall be entitled to one (1) vote as a member of the Association. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE V

BOARD OF DIRECTORS

5. The affairs of the Association will be managed by a Board of Directors whose members shall be designated as Directors of the Association. The number of Directors shall be determined by the Bylaws but in no case shall be less than three and in the absence of a specific number being designated by the Bylaws, the number of Directors on the Board of Directors shall be three. The Developer of the Condominium shall have the right to appoint all directors, except for those director positions which the members have the right to elect. The directors which the Developer has the right to appoint need not be members.

5.1 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

5.2 The members of the Board of Directors may fill any vacancies in their number by a majority vote of the remaining members of the Board. The election of members of the Board of Directors by Unit Owners prior to the time that the Developer turns over control of the Condominium, shall be held pursuant to the provisions of Florida Statute 718.301. With the exception of the rights of Unit Owners to elect directors as set forth in such Statute, the Developer shall have the right to name the Directors prior to the turnover of control to the Unit Owners. The non-developer Unit Owners must, at the time set for turnover of control to them elect a majority of the members of the Board of Directors, and accept control of the Association.

5.3 Prior to, or not more than 90 days after, the time that unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under the provisions of the Florida Condominium Statutes.

5.4 Unless otherwise provided in the Bylaws, the members of the Board shall serve without compensation.

5.5 The names and addresses of the members of the first Board of Directors, also sometimes referred to as Directors, who shall hold office until their successors are elected and have qualified or until removed, are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>
LISA LOIACANO	2666 Airport Road South Naples, Florida 34112
ANTONIA HIGGS	2666 Airport Road South Naples, Florida 34112
MATTHEW LOIACANO	2666 Airport Road South Naples, Florida 34112

ARTICLE VI

OFFICERS

6. The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

PRESIDENT: WILLIAM T. HIGGS
2666 Airport Road South
Naples, Florida 34112

SECRETARY: ANTONIA HIGGS
2666 Airport Road South
Naples, Florida 34112

TREASURER: LISA LOLACANO
2666 Airport Road South
Naples, Florida 34112

6.1 The officers shall serve at the pleasure of the Board of Directors.

ARTICLE VII

INDEMNIFICATION

7. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of 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 Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or willful malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. 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 VIII

BYLAWS

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

ARTICLE IX

AMENDMENTS

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

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

9.2 A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(a) Not less than two-thirds (2/3rds) of the entire membership of the Board of Directors, and by not less than two-thirds (2/3rds) of the votes of the entire membership of the Association; or

(b) Not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

(c) Until non-developer owners elect a director, only by all of the directors.

9.3 No amendment to these Articles of Incorporation or the Bylaws shall be valid unless recorded in the Public Records of the County in which the condominium is located, with identification on the first page thereof of the book and page of the Public Records where the Declaration of the Condominium operated by the Association is recorded.

ARTICLE X

TERM

10. The term of the Association shall be perpetual.

ARTICLE XI

REGISTERED AGENT

11. The initial registered agent of this corporation is Matthew Loiacano, with offices at 2666 Airport Road South, Naples, Florida 34112.

ARTICLE XII

SUBSCRIBERS

12. The name and address of the subscriber of these Articles of Incorporation is as follows:

NAME

ADDRESSES

WILLIAM T. HIGGS

2666 Airport Road South
Naples, Florida 34112

IN WITNESS WHEREOF, the subscriber has affixed his signature this 17th day of July, 2002.

William T. Higgs
WILLIAM T. HIGGS

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **WILLIAM T. HIGGS**, the foregoing subscriber, who is personally known to me and who upon being sworn stated that he signed and executed the foregoing Articles of Incorporation for the uses and purposes therein set forth.

WITNESS my hand and official seal at Naples, Florida on this the 17th day of July, 2002.

Katherine M. Peppers
NOTARY PUBLIC

Typed or printed name of notary

MY COMMISSION EXPIRES:



Katherine M. Peppers
MY COMMISSION # CC801350 EXPIRES
February 17, 2003
FONDED THROUGH TROY FAIR INSURANCE, INC.

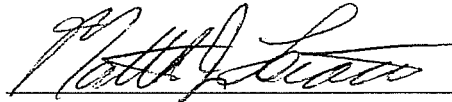
HK 1872 PG 1017 67 of 100

ACCEPTANCE BY REGISTERED AGENT

FOR

ORCHID COVE CONDOMINIUM ASSOCIATION, INC.

Having been designated as the Registered Agent of the above-named corporation to accept service of process for said corporation, at the place designated in the foregoing Articles of Incorporation, I hereby accept the appointment as Registered Agent and agree to act in this capacity and agree to comply with the provisions of all Statutes relating to the proper and complete performance of my duties, and I am familiar with, and accept the obligations of, my position as Registered Agent.



MATTHEW LOIACANO

Registered Agent

DATE: 7-17, 2002

BK 1872 PG 1018 68 of 100



FLORIDA DEPARTMENT OF STATE

Glenda E. Hood
Secretary of State

April 3, 2003

ORCHID COVE CONDOMINIUM ASSOCIATION, INC.
2666 AIRPORT RD SOUTH
NAPLES, FL 34112

Re: Document Number N02000005580

The Articles of Amendment to the Articles of Incorporation for ORCHID COVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, were filed on April 2, 2003.

The certification requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H03000099653.

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

Darlene Connell
Document Specialist
Division of Corporations

Letter Number: 503A00020066

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

BK 1872 PG 1019 69 of 100

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
ORCHID COVE CONDOMINIUM ASSOCIATION, INC.**

Pursuant to the provisions of Chapter 617 of the Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation by vote of the majority of the Board of Directors because there are no Association members:

NOTE: New language is underlined; language being deleted is shown in ~~struck through~~ type.

1. Section 5.3 of the Articles of Incorporation is hereby amended as follows:

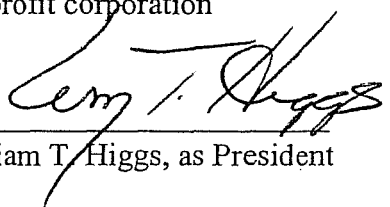
"5.3 ~~Prior to, or not more than 90 days after,~~ At the time that unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under the provisions of the Florida Condominium Statutes, except the financial records, which shall be delivered to the Association within 90 days of turnover."

2. The foregoing amendments were proposed by a Resolution of the Board of Directors on March 24, 2003.

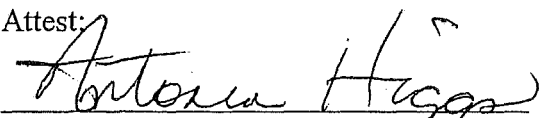
3. In accordance with the Article IX of the Articles of Incorporation, the foregoing amendment was approved and adopted by a majority of the directors on March 24 2003.

IN WITNESS WHEREOF, the undersigned officers of the corporation have executed these Articles of Amendment this 24th day of March, 2003.

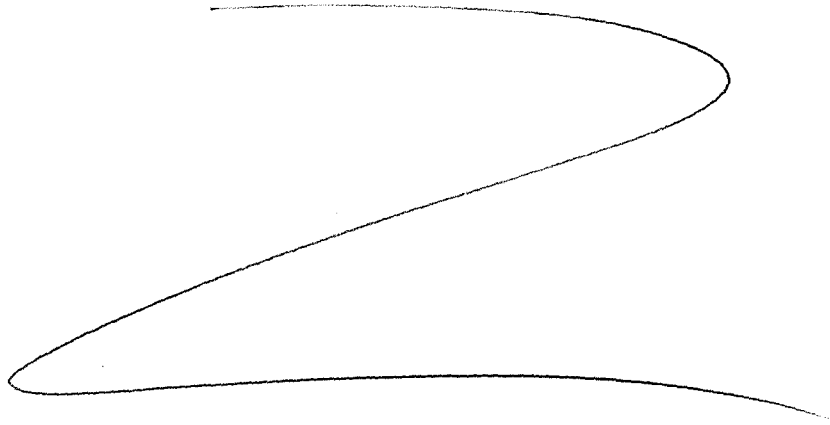
Orchid Cove Condominium
Association, Inc., a Florida not-
for-profit corporation

By: 
William T. Higgs, as President

Attest:

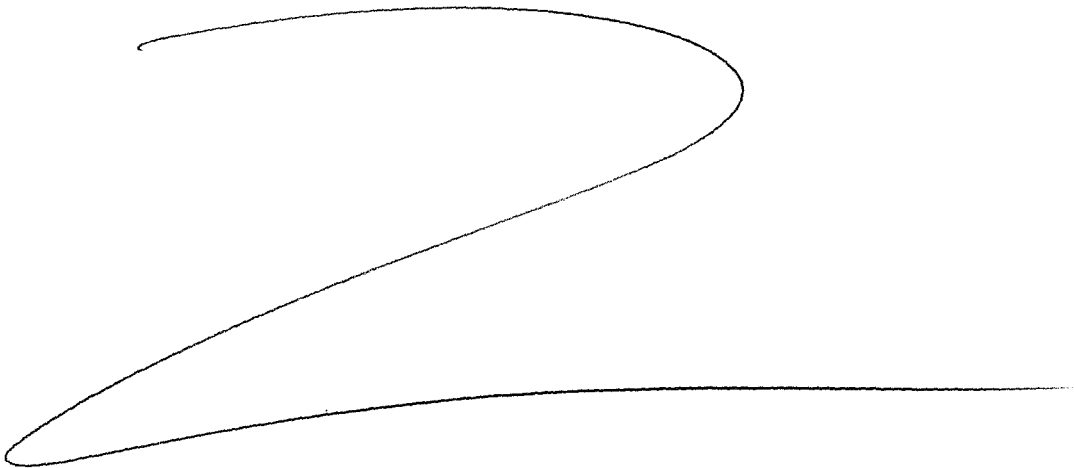

Antonia Higgs, Secretary

BK 1872 PG 1020 70 of 100



Bylaws

Exhibit DC-6
to the Declaration



Bylaws
Of
Orchid Cove Condominium Association, Inc.

ARTICLE I

IDENTIFYING DATA

Section 1. Name of Association. The name of this corporation shall be **Orchid Cove Condominium Association, Inc.**, and hereinafter the corporation shall be referred to as the Association.

Section 2. Address of Association. The principal office of the Association shall ultimately be at the condominium complex known as **Orchid Cove**, which is located in the Tara subdivision in Bradenton, Florida, or such other place as may be designated by the Board of Directors. Until facilities are available at that address, the Association will have its principal office at 2666 Airport Road South, Naples, Florida 34112.

ARTICLE II

TERMS AND MEANINGS

The terms used herein shall have the meanings as defined in the Florida Condominium Act which comprises Chapter 718 of the Florida Statutes and is herein referred to as the Condominium Act.

ARTICLE III

MEMBERSHIP IN THE ASSOCIATION

Section 1. Membership. Membership in the Association shall be limited to Unit Owners of condominium units in **Orchid Cove**, a Condominium, and transfer of such membership shall be made only as a part of and incident to the transfer of ownership of such condominium unit, with such transfers being subject to and controlled by the transfer procedures set forth in the Declaration of Condominium.

Section 2. Roster of Membership. The Secretary of the Association shall maintain a roster of the membership entitled to vote at the meetings as hereinafter provided.

ARTICLE IV

MEETINGS OF THE MEMBERSHIP

Section 1. Location. All meetings of the Association, unless otherwise provided for in the notice of such meetings, will take place at the office of the Association.

Section 2. Annual Meeting.

A. The regular annual meetings shall be held each year at a specific time and place to be determined by the Board of Directors, provided that there shall be an annual meeting every calendar year and no later than thirteen (13) months after the last annual meeting. Unless, or until changed by the Board of Directors, the annual meeting shall be held on the last Tuesday in May.

B. At the annual meeting, except as heretofore set forth and as otherwise provided in the Articles of Incorporation, a Board of Directors shall be elected which shall also be known as the Board of Directors, and such other business shall be transacted as may properly come before the meeting.

C. Written notice, which notice must include an agenda, shall be mailed to each unit owner at least 14 days prior to the annual meeting and shall be posted on a bulletin board on the club house located on the condominium property at least 14 continuous days preceding the annual meeting. All notices of unit owner meetings shall be posted on the bulletin board on the club house located on the condominium property. Unless a unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each unit owner. Where a unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which was initially identified for that purpose and thereafter as one or more of the owners of the unit shall so advise the Association in writing, or if no address is given or the owners of the unit do not agree, to the address provided on the deed of record. An officer of the Association, or the manager or other person providing notice of the Association meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association affirming that the notice was mailed or hand delivered, in accordance with this provision, to each unit owner at the address last furnished to the Association.

Section 3. Special Meetings.

A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary, at the request in writing of the holders

of not less than one-tenth of all of the voting interests entitled to vote at the meeting. Such requests shall state the purpose or purposes of the proposed meeting.

Section 4. Voting Interests.

A. At each meeting of the Association, the owner of each unit shall be entitled to one vote. Where a unit is owned by more than one person, the vote for such unit shall be cast by any one of the owners of a unit or the primary occupant, if title is held in the name of an entity rather than an individual. If the right of the individual casting the vote for the unit is challenged by any other person or entity having an ownership interest in the same unit then the vote for that unit shall not be permitted or counted unless or until all entities having an ownership interest in the Unit agree as to which of them shall have the right to vote.

B. When a Corporation is the owner of a unit the vote for that unit may be cast by any director or officer of the corporation unless there is a dispute by an officer, director or stockholder of the corporation as to who holds such right and the Association is notified of such dispute in which case the Corporation shall be required to produce a corporate resolution naming the proper person to cast the vote. Otherwise the vote for that unit shall not be considered on the matter before the Association.

C. When the unit is owned in the name of a Partnership or Trust, any partner or trustee shall have the right to cast the vote for the unit unless it is challenged by another partner, trustee or beneficiary in which case the vote shall not be considered unless adequate proof of the right to cast the vote is presented to and accepted by the Board of Directors.

D. The total number of votes shall be equal to the total number of units in the condominium and each individual vote of a unit must be cast as a whole and not in parts.

Section 5. Quorum. Members entitled to vote and representing owners of twenty-five percent (25%) of the units, present in person or by written proxy, shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statutes, by the Articles of Incorporation, or by these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the voting interests present in person or represented by written proxy entitled to vote, shall decide any question brought before the meeting unless the question is one upon which a definite percentage of the vote is required by express provision of the statutes, the Articles of Incorporation, the Declaration of Condominium or these Bylaws, in which case such expressed provision shall govern and control the decision on such question.

Section 7. Required Approvals. Any approval by Unit Owners called for by Florida Statutes, or the applicable declaration or bylaws, including, but not limited to, the approval requirements in Florida Statutes § 718.112(2)(e), shall be made at a duly noticed meeting of Unit Owners and shall be subject to all requirements of the Florida Statutes or the applicable condominium documents relating to unit owner decision making except that Unit Owners may take action by written agreement, without meetings on matters for which action agreement without meetings is expressly allowed by the applicable bylaws or declaration or any Florida Statute which provides for the unit owner action.

Section 8. Consent To Action Without Meeting or Waiver. Whenever the vote of members at a meeting is required or permitted by any provision of the statutes, the Articles of Incorporation, Declaration of Condominium or these Bylaws, to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if a majority of the voting interest that would have been entitled to vote if such meeting were held, shall consent in writing to such action being taken.

Section 9. Waiver. Unit Owners may waive notice of any meeting, whether annual or special, unless such waiver is prohibited by these Bylaws or Declaration of Condominium, or any Florida Statute.

Section 10. Right to Vote and Proxies. At any meeting of the members, every voting interest having the right to vote shall be entitled to vote in person or by a limited proxy. Proxy voting shall be governed by the following:

A. No unit owner may vote by general proxy except as provided for herein.

B. Limited and general proxies may be used to establish a quorum.

C. Unit Owners may vote by limited proxies substantially conforming to the forms adopted by the State of Florida Division of Land Sales, Condominiums and Mobile Homes.

D. Limited proxies may be used for votes taken:

(1) to waive or reduce reserves as permitted by Florida Statutes § 718.112(f)2.

(2) to amend the Declaration of Condominium pursuant to Florida Statutes § 718.110.

(3) to amend the Articles of Incorporation or bylaws pursuant to Florida Statutes § 718.112.

(4) for any other matter for which Chapter 718 Florida Statutes requires or permits by vote of the Unit Owners.

E. No proxy limited or general shall be used in the election of Board members.

F. General proxies may be used for other matters for which limited proxies are not required.

G. General proxies may be used in voting for non-substantial changes in items for which a limited proxy is required and given.

H. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it is given.

I. Every proxy is revocable at any time at the pleasure of the unit owner who executed it.

ARTICLE V

MEMBERS OF THE BOARD OF DIRECTORS

Section 1. Number. The number of Directors which shall constitute the entire Board of Directors shall be not less than three (3). Until changed by a majority vote at a duly called meeting of the Association members, the number of Directors shall be three (3).

Section 2. Term. The term of the Directors shall be for the period from the date of their election or appointment until their successors have been elected at the next annual meeting.

Section 3. Qualifications. Each Director must be over the age of eighteen (18) years. Except for Directors appointed by the Developer, each Director must be an Association member as defined in the Declaration of Condominium or the spouse of an Association member.

Section 4. First Board of Directors. The Developer shall be entitled to appoint the Board of Directors until such time as the members are entitled to elect a Director or Directors, as the case may

be. At such time as the Association members are entitled to elect a Director or Directors, the Developer's right to appoint Directors shall be limited to those Director positions which the membership is not entitled to elect.

The first Board of Directors shall serve until they are replaced by the Developer or until the Unit Owners elect their successors as hereinafter provided and any vacancies occurring before the election of their successors shall be filled through appointment by the Developer.

Section 5. Subsequent Members of Board of Directors.

A. When Unit Owners other than the Developer own fifteen (15%) percent or more of the units in the condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than One Third (1/3) of the Board of Directors of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the Board of Directors of the Association upon the first to occur of the following conditions or circumstances:

(1) Three years after fifty (50%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

(2) Three months after ninety (90%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; or

(3) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(4) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(5) Seven (7) years after the recording of the Declaration of Condominium in the Public Records.

B. The Developer is entitled to designate at least one Director of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the condominium operated by the Association.

Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other unit owner, except for purposes of re-acquiring control of the Association or selecting the majority of the Board of Directors.

Nothing contained in this Section shall be deemed to prevent the Developer from transferring the control of the Association to Unit Owners other than the Developer before the occurrence of the events described in this Section. In the event the Developer elects to transfer control of the Association to non-developer Unit Owners before the occurrence of the events described herein, the non-developer Unit Owners shall take control.

C. Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a Director or Directors of the Association, the Association shall call, and give not less than sixty (60) days' notice of a meeting of Unit Owners to elect the persons to fill such position(s). The meeting may be called and the notice given by any unit owner if the Association fails to do so.

D. At the time that Unit Owners other than the Developer elect a majority of the Board of Directors of the Association, the Developer shall relinquish control of the Association, and the Unit Owners shall accept control. Simultaneously, the Developer shall deliver to the Association, at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under the provisions of the Florida Condominium Act, except the financial records, which shall be delivered to the Association within 90 days of turnover.

Section 6. Election of Directors. Election of Directors shall be conducted in the following manner:

The Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise provided in Chapter 718 of the Florida Statutes. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election.

Together with the written notice and agenda as provided for in Florida Statute Section 718.112(2)(d)2, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the

Association. The Association shall have no liability for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper. The aforesaid second notice shall be given not less than fifteen (15) days before the election. Any voting procedures established by the Division of Florida Land Sales, Condominiums and Mobile Homes shall apply to the voting process. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty (20%) percent of the eligible voters must cast a ballot in order to have a valid election of the Board of Directors. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot for the reasons stated in Florida Statute Section 101.051 may obtain assistance in casting the ballot. Any unit owner violating this provision may be fined by the Association in accordance with Florida Statute Section 718.303. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file nominations than vacancies exist on the Board.

Section 7. Vacancy and Removal. The method of removing Directors by recall and the procedures for filling vacancies thus created shall be in accordance with Section 718.112(2)(j), Florida Statutes and Florida Administrative Code Rules 61B-23.0027 and 61B-23.0028. Other vacancies shall be filled in accordance with Section 718.112(2)(j), Florida Statutes and Florida Administrative Code Rule 61B-23.0021.

Section 8. Removal by Developer.

A. Any Directors appointed by the Developer may be removed and replaced by the Developer prior to turn over of control of the Association to the Unit Owners.

B. The original Directors, or any Director appointed by the Developer to fill a vacancy arising prior to the turnover of control by the Developer as provided for in Florida Statutes Section 718.301, may not be removed by vote of the voting interests. Persons appointed by the Developer as a Director need not be members.

Section 9. Salaries or Fees. The salaries or fees, if any, to be paid to Directors, after the Unit Owners have elected all of the Board of Directors, shall be determined by a majority vote of the Unit Owners at a general membership meeting.

Section 10. Powers. The property and business of the corporation shall be managed and administered by the Board of Directors, which may exercise all corporate powers specifically set out in the Condominium Act, the Articles of Incorporation, or the Declaration of Condominium, which powers may be delegated to its agents, officers, contractors or

employees, subject only to approval by the Unit Owners when that is specifically required.

Section 11. Meetings of Board of Directors.

A. Annual Meetings. The annual meeting of each Board of Directors newly elected by the Unit Owners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practical. The annual meeting of the Board of Directors shall be held at the same place as the general Unit Owners' meeting;

B. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the President or a majority of the Board of Directors. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

C. Unit Owner Attendance. Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee is present shall be open to all Unit Owners. Any unit owner may tape record or videotape meetings of the Board of Directors subject to the rules set forth in Florida Administrative Code Rule 61B-23.002. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items subject to the rules set forth in Florida Administrative Code Rule 61B-23.002. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority of the members of the Board. Such emergency action shall be notified and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall, by duly adopted rule, designate a specific location on the condominium property or Association property upon which all notices of Board meetings shall be posted. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

D. Quorum. A majority of the Board of Directors shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any

meeting at which there is a quorum shall be the act of the Board of Directors.

E. Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time-to-time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

F. Presiding Officer. The Presiding officer of Directors meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

G. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

- (1) Roll call.
- (2) Reading of Minutes of the last meeting.
- (3) Consideration of communications.
- (4) Resignations and elections.
- (5) Reports of officers and employees.
- (6) Reports of committees.
- (7) Unfinished business.
- (8) Original resolutions and new business.
- (9) Adjournment.

H. Minutes. The Minutes of all meetings shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these Minutes for a period of not less than seven years.

ARTICLE VI

OFFICERS

Section 1. Executive Officers. The executive officers of this corporation shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected or appointed annually by said Board of Directors. Any two of said offices may be united in one person except that the President shall not also be the Secretary, or an Assistant Secretary of the corporation. If the Board of Directors so determines, there may be more than one Vice President.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board of Directors and have

such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause at any time by action of the Board of Directors. The Board of Directors may delegate powers of removal of subordinate officers and agents to any officer.

Section 4. President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring the seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.

Section 5. Vice President. The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 6. Secretary.

A. The Secretary shall keep the Minutes of the meetings of the Unit Owners and of the Board of Directors.

B. He shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

C. He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these Bylaws.

D. He shall keep the register of the Post Office addresses of each unit owner which shall be furnished to the Secretary by such unit owner.

E. In general he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer.

A. The Treasurer shall keep full, accurate accounts of receipts and disbursements, and shall keep all books belonging to the corporation and shall deposit all monies and other valuable effects in

the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as ordered by the Board, get proper vouchers for such disbursements, shall render to the President and Directors at the regular meeting of the Board or whenever they may require an account of all his transactions as Treasurer and of the financial condition of the corporation.

C. He may be required to give the corporation a bond in the sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office and the restoration to the corporation, in the case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 8. Vacancies. If the office of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors by a majority vote of the whole Board of Directors provided for in these Bylaws may choose a successor or successors who shall hold office for the unexpired term.

Section 9. Resignations. Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date.

Section 10. Salaries Fees. The salaries or fees, if any, to be paid to officers shall be determined by the Directors and subject to approval by a majority of the Unit Owners.

ARTICLE VII

BONDING OF CERTAIN PERSONS

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the President, Secretary and Treasurer of the Association. The Association shall bear the cost of bonding.

ARTICLE VIII

FINANCES

Section 1. Fiscal Year. The fiscal year shall commence on the first day of the month in which the Declaration is recorded and end the last day of the twelfth month after the Declaration is recorded. For example, if the Declaration is recorded January 10, the fiscal year will begin January 1 and end December 31. The Board of Directors may establish a different fiscal year and must notify each of the then existing members of the change.

Section 2. Depository And Checks. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. All checks or demands for money and notes of the Association shall be signed by one (1) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors, by resolution, may require more than one (1) signature.

Section 3. Annual Budget.

A. The Board of Directors shall propose an annual budget each year and shall mail a copy of the Association's proposed annual budget of common expenses to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Directors shall be open to all Unit Owners.

B. The Board of Directors may approve annual budgets so long as the amount does not exceed one hundred fifteen percent (115%) of the Assessment for the preceding year.

C. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Florida Statutes Section 718.504(21). In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance for any item for which the deferred maintenance expense or replacement cost is greater than \$10,000.00. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which shall be based upon the estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. Prior to turn-over of control of the Association by the Developer to non-Developer Unit Owners, the Developer may, pursuant to Florida Statute Section 718.112(f)(2), vote to waive the reserves or reduce the funding of reserves for the first two (2) fiscal years of operation of the Association, beginning with the year

in which the Declaration of Condominium is recorded, after which time, reserves may be waived or reduced only upon a majority vote of the non-Developer owners at a duly called meeting of the Association. If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget shall go into effect.

Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to turnover of control of an Association by a Developer to Unit Owners other than the Developer pursuant to Florida Statute Section 718.301, the Developer-controlled Association shall not vote to use reserves for purposes other than that for which they were intended without the approval by a majority vote of all non-Developer voting interests, voting at a duly called meeting of the Association.

D. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen (115%) percent of the assessments for the preceding year, the following shall apply:

(1) The Board, upon its own motion or written application of ten percent (10%) of the voting interests to the Board, shall call a special meeting of the Unit Owners within thirty (30) days, upon not less than ten (10) days' written notice to each unit owner. At the special meeting, Unit Owners shall consider and enact a budget.

(2) The adoption of the budget shall require a vote of not less than a majority vote of all the voting interests.

(3) The Board of Directors may propose a budget to the Unit Owners at such a meeting of members or in writing, and if the budget or proposed budget is approved by the Unit Owners at the meeting or by a majority of all the voting interests in writing, the budget shall be adopted.

(4) If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

(5) In determining whether assessments exceed one hundred fifteen (115%) percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or

annual basis, or assessments for betterments to the condominium property shall be excluded from the computation.

E. As long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than one hundred fifteen (115%) percent of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

F. If the majority of the voting interests at a duly called meeting of the Association vote to waive, in whole or in part, the reserve requirements such action shall be subject to the following:

(1) Any such waiver shall be effective for only one annual budget.

(2) The vote to waive must be taken annually to continue to waive the reserves.

G. Reserves must be included in the proposed annual budget and shall not be waived or reduced prior to the mailing to the Unit Owners of a proposed annual budget.

H. Each Budget shall show each reserve account as a separate item and include the estimated life, estimated replacement costs and the estimated remaining useful life for each such item as well as the current balance in each such reserve account as of the date of the budget.

Section 4. Financial Reports. Within ninety (90) days following the end of the fiscal year or annually on such date as is otherwise provided in the Bylaws of the Association, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a complete financial report of actual receipts and expenditures for the preceding fiscal year. Within twenty-one (21) days after the financial report is completed or received by the Association from the third party, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

A. Costs for security;

B. Professional and management fees and expenses;

C. Taxes;

- D. Costs for recreation facilities;
- E. Expenses for refuse collection and utility services.
- F. Expenses for lawn care;
- G. Costs for building maintenance and repair;
- H. Insurance costs;
- I. Administrative and salary expenses; and
- J. Reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts.

Section 5. Assessments. Assessments against the Unit Owners for their shares of the items of the budget shall be made by the Board of Directors for the fiscal year annually in advance. The amount required from each unit owner to meet the annual budget shall be divided into four equal assessments, one of which shall be due on the first day of each calendar quarter of the year for which the assessments are made, or thirty days after the mailing to the Unit Owners concerned of a statement for the assessment coming due, whichever date shall last occur. If assessments are not made annually as required, quarterly assessments shall be presumed to have been made in the amount of the last prior quarterly assessment, and assessments in this amount shall be due on the first day of each calendar quarter until changed by an amended assessment. In the event a quarterly assessment shall be insufficient in the judgment of the Board of Directors to provide funds for the anticipated current expense for the ensuing quarter and for all of the unpaid operating expenses previously incurred, the Board of Directors shall amend the budget and shall make amended quarterly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as previously required in these Bylaws.

Section 6. Charges. Charges by the Association against members for other than common expense shall be payable in advance. Charges for other than common expense may be made only after approval by the member, to be charged, and may include but shall not be limited to charges for maintenance services furnished at the request of the individual member and other services furnished for the benefit of the specific member.

Section 7. Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after thirty (30) days' notice is given to the Unit Owners concerned, and shall be paid

in such manner as the Board of Directors may require in the notice of assessment.

Section 8. Transfer Fees. The Association may charge a fee in an amount not to exceed the highest amount permitted by law for processing the approval of a transfer in connection with the sale, lease, sublease, or other transfer of a unit. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or subleasee, no charge shall be made.

ARTICLE IX

MEDIATION AND ARBITRATION

Any internal dispute among the Unit Owners and the Association may be submitted to voluntary mediation through Citizen Dispute Settlement Centers, as provided for in Florida Statutes Section 44.201.

Prior to the institution of court litigation the parties to a dispute, as that term is defined in Florida Statutes Section 718.1255, shall petition the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation for Mandatory Non-binding Arbitration pursuant to Florida Statutes Section 718.1255.

ARTICLE X

SEAL

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization and the words "non-profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE XI

COMPLIANCE AND DEFAULT; REMEDIES

In addition to the remedies provided in the Declaration, the following provisions shall apply:

Section 1. Fines. The Board of Directors may levy reasonable fines against a unit for the failure of the owner of a unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the Association bylaws, or reasonable rules of the Association. No fine will become a lien against a unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and,

if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units.

A. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

(1) A statement of the date, time and place of the hearing.

(2) A statement of the provisions of the condominium document, the Condominium Act, and the Rules and Regulations which have allegedly been violated.

(3) A short and plain statement of the matters asserted by the Association.

B. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

Section 2. Correction of Health and Safety Hazards. Any violations which are deemed by the Board of Directors to be a hazard to the public health or safety may be corrected immediately as an emergency matter by the Association.

Section 3. Enforcement of Rules and Regulations. If any dispute over the enforcement or interpretation of Association Rules and Regulations should arise, either between two or more Unit Owners, or between the Association and one or more Unit Owners, it is intended that such dispute be resolved by agreement or by voluntary binding mediation or mandatory non-binding arbitration.

Section 4. Availability of Remedies. Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the condominium property free from unreasonable restraint and annoyance.

ARTICLE XII

FIRE AND SAFETY

The Association may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the condominium units to the applicable fire and safety code.

ARTICLE XIII

SURRENDER

In the event the Association becomes the owner of a unit, the prior unit owner member or any other person or persons in possession by or through the right of such prior member, shall promptly surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to enter and to possess the unit, after complying with applicable Florida Law.

ARTICLE XIV

NOTICES

Section 1. Notice. Whenever, under the provisions of the statutes, the Articles of Incorporation or these Bylaws, notice is required to be given to any Director or Unit Owner, it shall be construed to mean either personal notice, or notice given in writing by mail by depositing the same in the Post Office or letter box in a postpaid envelope addressed to such Director or Unit Owner as his name appears on the books of the corporation.

Section 2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes, the Articles of Incorporation, Declaration of Condominium or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed to be equivalent to the required notice.

ARTICLE XV

DEFINITIONS

Whenever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, whenever the context so requires.

ARTICLE XVI

AMENDMENTS

These Bylaws may only be altered amended or added to in accordance with the following terms, conditions and procedures:

A. Proposed amendments shall contain the full text of the Bylaws with proposed new words in the text underlined and words to be deleted lined through with hyphens, unless the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment. If the proposed change is so extensive the use of underlining and hyphens as indications of words added or deleted will not be necessary. However, in such cases a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw (giving identifying data) for present text."

B. Notice of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

C. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing providing it is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approval of an amendment must be either by:

(1) By not less than a majority of the votes of the entire membership of the Association; or

(2) Until a majority of the Directors are elected by Association members other than the Developer of the Condominium, only by all of the Directors.

D. No amendment to these Bylaws is valid unless recorded in the Public Records with an identification on the first page of such amendment of the Book and Page number of the Public Records where the Declaration of Condominium is recorded.

ARTICLE XVII

OFFICIAL RECORDS

The Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

A. The plans, permits, warranties, and other items provided by the Developer pursuant to Florida Statutes Section 718.301(4).

B. A photocopy of the recorded Declaration of each Condominium operated by the Association and all amendments thereto.

C. A photocopy of the recorded Bylaws of the Association and all amendments thereto.

D. A certified copy of the Articles of Incorporation and all amendments thereto.

E. A copy of the current Rules and Regulations.

F. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven (7) years.

G. A current roster of all Unit Owners, their mailing addresses, unit identifications, voting certifications, and if known telephone numbers.

H. All current insurance policies of the Association and Condominiums operated by the Association.

I. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.

J. Bills of sale or transfer for all property owned by the Association.

K. Accounting records for the Association and separate accounting records for each condominium it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but are not limited to:

(1) Accurate, itemized, and detailed records of all receipts and expenditures.

(2) A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

(3) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.

(4) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

L. Voting proxies, which shall be maintained for a period of one year from date of the meeting for which the proxy was given.

M. All rental records where the Association is acting as agent for the rental of Condominium Units.

The official records of the Association shall be maintained within the state. The records of the Association shall be made available to a Unit owner within 5 working days after receipt of written request by the Board or its designee. This paragraph may be complied with by having a copy of the official records of the Association available for inspection or copying on the condominium property or Association property.

The official records of the Association are open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member. The Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and copying. The failure to permit inspection of the Association records as provided herein and under Florida law may entitle an Association member to monetary damages and may entitle any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denied access to the records for inspection. The Association shall maintain an adequate number of copies of the Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules, and all amendments to each of the foregoing, as well as the question and answer sheet provided for in Section 718.504, Florida Statutes, and year-end financial information on the condominium property to ensure their availability to unit owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same. Pursuant to Florida law, the following records shall not be accessible to unit owners:

A. Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege, including any record prepared by an Association attorney or prepared at the attorney's express direction; which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings;

B. Information obtained by an Association in connection with the approval of the lease, sale, or other transfer of a Unit; and

C. Medical records of Unit owners.

ARTICLE XVIII

ADMINISTRATIVE RULES AND REGULATIONS

Except for the restrictions and regulations specifically set out in the Declaration of Condominium or elsewhere in these Bylaws, the Board of Directors shall have the power to pass, alter or amend Rules and Regulations governing the details of the operation and use of the common elements.

The Association, through the action of the Board of Directors, shall have the power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, rights of ways expansion, or other public purposes, whether negotiated or as the result of eminent domain proceedings.

ARTICLE XIX

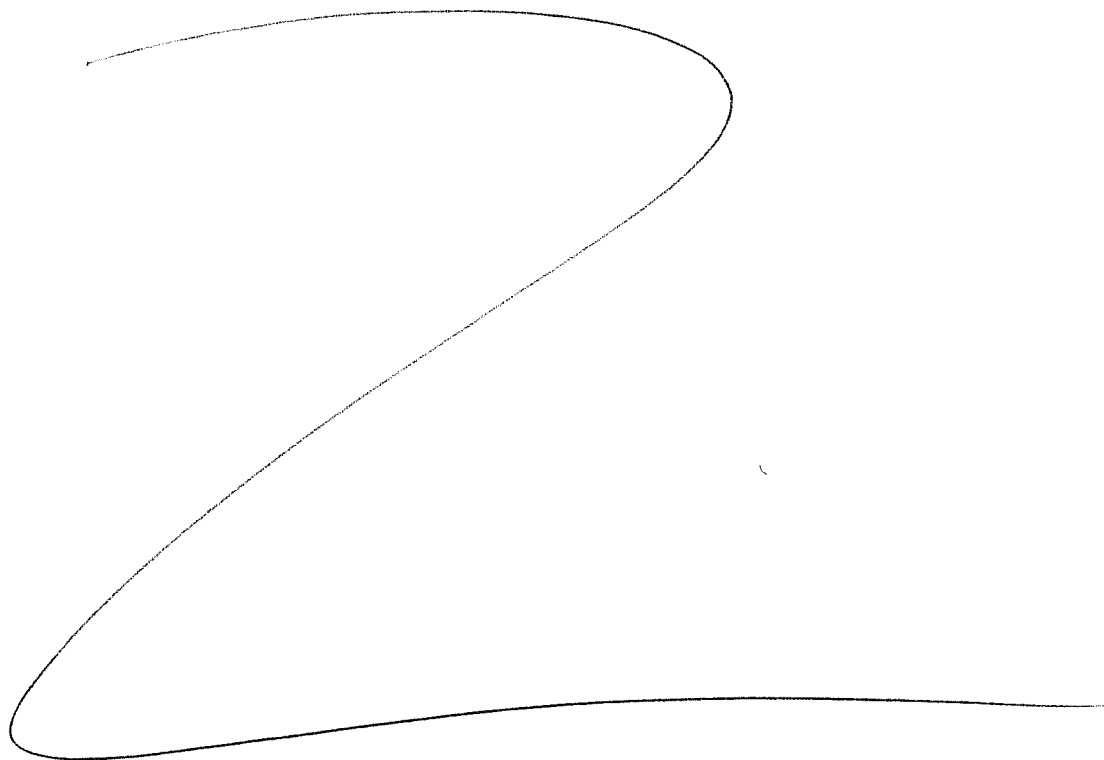
WRITTEN INQUIRIES BY MEMBERS

When a unit owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the unit owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division"). If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the complaint.

The Association may through its Board of Directors adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the Association is only obligated to respond to one written inquiry per unit in any given thirty (30) day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period, or periods, as applicable.

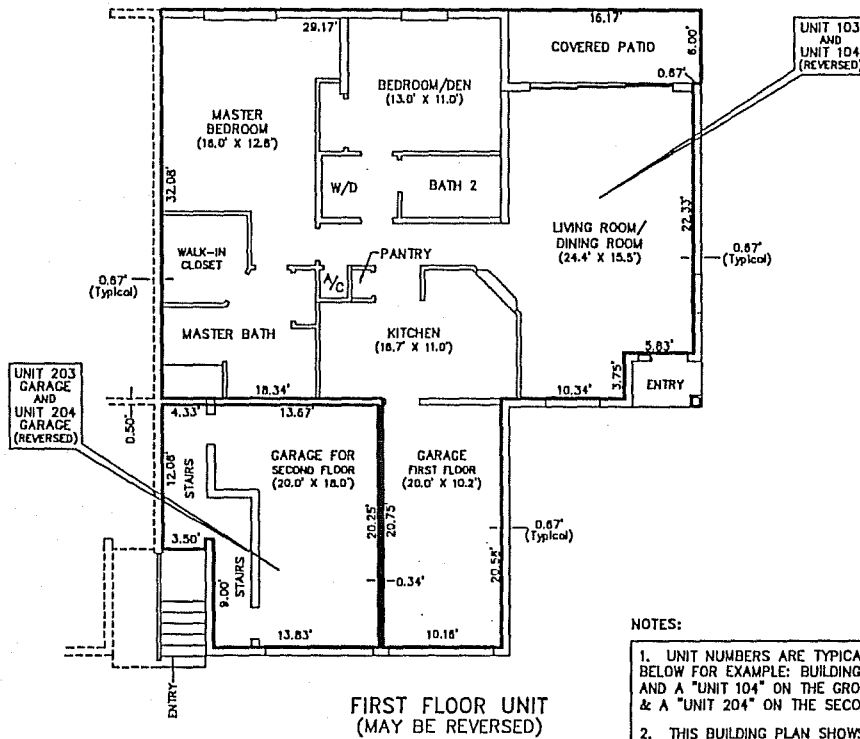
Possible Alternate Floor Plan For Units
In Buildings 5, 6 and 7,
Per Paragraph 29.4 Of Declaration

Exhibit DC-7
to the Declaration



ORCHID COVE A CONDOMINIUM

IN SECTIONS 13 & 24, TOWNSHIP 35 S., RANGE 18 E.
MANATEE COUNTY, FLORIDA



NOTES:

1. UNIT NUMBERS ARE TYPICAL FOR BUILDINGS REFERENCED BELOW FOR EXAMPLE: BUILDING NUMBER 5 HAS A "UNIT 103" AND A "UNIT 104" ON THE GROUND FLOOR, AND A "UNIT 203" & A "UNIT 204" ON THE SECOND FLOOR (SEE PLOT PLANS).
2. THIS BUILDING PLAN SHOWS THE RIGHT SIDE UNITS (UNIT 104 AND UNIT 204). THE LEFT SIDE UNITS ARE THE SAME DIMENSIONS EXCEPT REVERSED OR MIRROR-IMAGED.

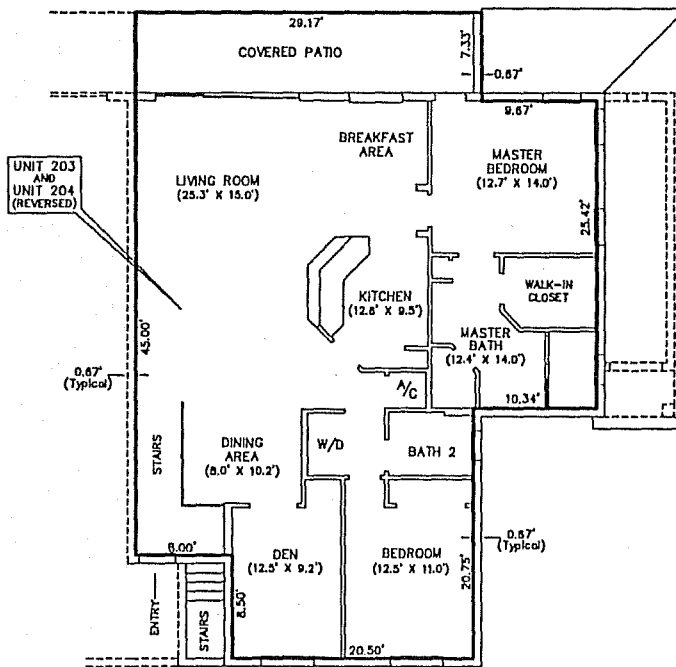


EXHIBIT "DC-71"

BUILDING NO. 5, 6 & 7

POSSIBLE ALTERNATIVE FLOOR PLAN
FOR UNITS IN BUILDINGS 5, 6 AND 7

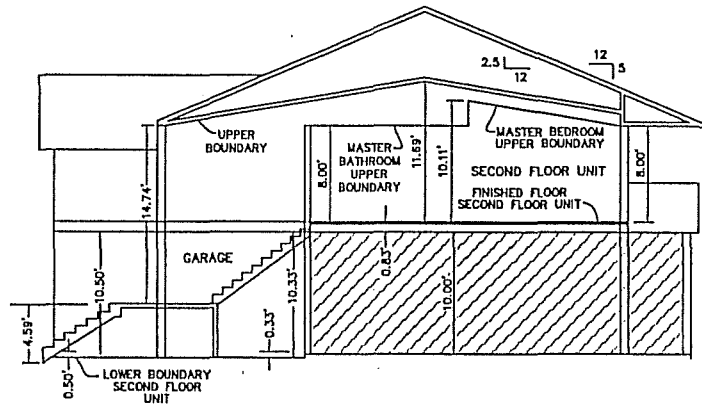
LOMBARDO, SKIPPER & FOLEY, INC.

Consulting Engineers, Surveyors & Planners
P.O. Box 188 • 2nd 4th Street West • Palmetto, Florida 34221 • (813) 722-6841

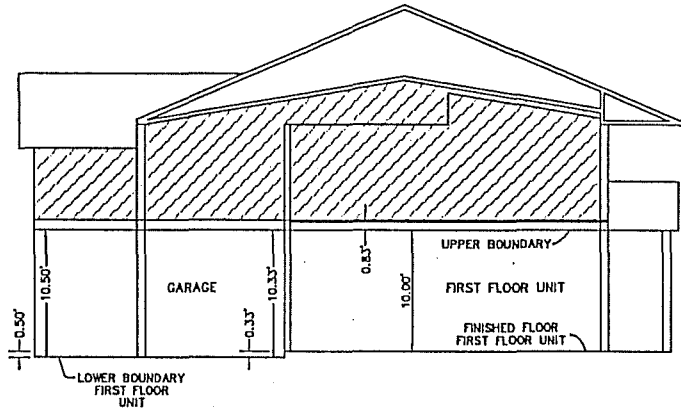


ORCHID COVE A CONDOMINIUM

IN SECTIONS 13 & 24, TOWNSHIP 35 S., RANGE 18 E.
MANATEE COUNTY, FLORIDA



UNIT 203 AND UNIT 204 REVERSED
SECOND FLOOR UNIT



UNIT 103 AND UNIT 104 REVERSED
FIRST FLOOR UNIT

TYPICAL CROSS SECTIONS

ELEVATION TABLE

BUILDING NUMBER	FLOOR LEVEL	LOWER BOUNDARY ELEVATION	UPPER BOUNDARY ELEVATION
5	FIRST	17.50	28.00
	SECOND	17.50	40.52
6	FIRST	17.75	28.25
	SECOND	17.75	40.77
7	FIRST	17.65	28.15
	SECOND	17.65	40.67

EXHIBIT "DC-7ii"

BUILDING NO. 5, 6 & 7

POSSIBLE ALTERNATIVE ELEVATION PLAN
FOR UNITS IN BUILDINGS 5, 6 AND 7

NOTE:

ELEVATIONS ARE BASED ON N.G.V.D. 1929 DATUM, ORIGIN
BENCHMARK: MANATEE COUNTY CONCRETE MONUMENT
#RM-162 ON BRADEN RIVER ROAD. ELEVATION = 9.26 FEET.

LOMBARDO, SKIPPER & FOLEY, INC.

Consulting Engineers, Surveyors & Planners
P.O. Box 156 • 826 4th Street West • Palmetto, Florida 34221 • (813) 723-4581



TARA-MANATEE, INC.
2666 AIRPORT ROAD SOUTH

13307

11-25-02 0280*11/02 unpl 1731500459.02 RE Tx unpl 153473.21 153473.21

11-29-02 13307 153473.21 153473.21

TARA-MANATEE, INC.
2666 AIRPORT ROAD SOUTH
NAPLES, FLORIDA 34112-4885
(239) 775-2230

FIRST NATIONAL BANK
NAPLES, FLORIDA 34102
63-1370-670

13307

DATE AMOUNT
11-29-02 \$****153,473.21
Pay: *****153* thousand *473* dollars and 21 cents

TO THE
ORDER
OF
Ken Burton, Jr. Tax Collector
P O Box 25300
Bradenton, FL 34206-5300

NOT NEGOTIABLE

1101330711 106701370012

106162111

BK 1872 PG 1050 FILED AND RECORDED 10/13/2003 8:38:28 AM 100 of 100
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

SUPPLEMENTAL MASTER DECLARATION
TO AMENDED AND RESTATED MASTER DECLARATION FOR TARA
(Adding Orchid Cove, a Condominium)

Recorded at OR Book 1872, page 1064,
Public Records of Manatee County, Florida

SUPPLEMENTAL MASTER DECLARATION
TO
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR TARA
(ADDING ORCHID COVE, A CONDOMINIUM)

THIS SUPPLEMENTAL MASTER DECLARATION made as of this 7th day
of October, 2003, by TARA-MANATEE, INC., a Florida
corporation ("Declarant").

WHEREAS, Declarant is the owner of real property in Manatee
County, Florida, described on Exhibit "A" attached hereto and made
a part hereof (the "Submitted Property"); and

WHEREAS, Declarant has previously executed and placed on
record the Master Declaration of Covenants, Conditions,
Restrictions and Easements for Tara recorded in OR Book 1241, pages
1960 through 2013, as amended and restated by Amended and Restated
Declaration dated February 21, 2001 and recorded in Official
Records Book 1667, pages 5247 through 5327; as amended by Amendment
#1 to Amended and Restated Master Declaration recorded at OR Book
1824, page 2117; and Amendment #1 to the Bylaws recorded at OR Book
1824, page 2119, of the Public Records of Manatee County, Florida,
(the "Master Declaration"); and

WHEREAS, pursuant to Section 2.02(a) of the Amended and
Restated Master Declaration, additional property may be added to
the Master Declaration by filing a supplemental declaration; and

WHEREAS, Declarant desires that the Submitted Property be
subject to the Amended and Restated Master Declaration in
accordance therewith, subject to such additional restrictions as
may be hereinafter provided, as contemplated by Section 2.02(a) of
said Amended and Restated Master Declaration.

NOW, THEREFORE, Declarant declares, agrees and consents as
follows:

1. **Submission Statement.** The Submitted Property is hereby
made subject to the operation and effect of the Amended and
Restated Master Declaration pursuant to Section 2.02(a) thereof,
and the Submitted Property is and shall be held, transferred, sold,
conveyed, leased, occupied and used subject to the covenants,

restrictions, conditions, easements, charges and liens set forth in said Amended and Restated Master Declaration, as heretofore, hereby and hereafter amended. The Submitted Property shall henceforth form a part of the Preserve, as defined in the Amended and Restated Master Declaration.

2. **Assessment Index.** Pursuant to Section 5.07 of the Amended and Restated Master Declaration, each unit described in Exhibit A (i.e., the 48 units in Buildings 1 through 12), shall have an Assessment Index of 1.0.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name by an officer thereunto duly authorized as of the day and year first above written.

Witnesses

Carol Ann Antfeld
CAROL ANN ANTFFELD

Print Name of Witness

Julie Wheeler
JULIE WHEELER

Print Name of Witness

TARA-MANATEE, INC.
a Florida corporation

BY: Wm T. Higgs
William T. Higgs
Print Name of Officer
Its PRESIDENT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on the 7 day of October, 2003, by Wm T. Higgs, as President of Tara-Manatee, Inc., a Florida corporation, who is ☒ personally known to me, or ☐ has produced _____ as identification (check one).



Carol Ann Antfeld
MY COMMISSION # DD104702 EXPIRES
June 17, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Carol Ann Antfeld
Notary Public CAROL ANN ANTFFELD

Print Name of Notary Public
My Commission Expires:

Prepared By And Return To:
Thomas E. Maloney, Esquire
Quarles & Brady LLP 1395 PANTHER LANE
4501 Tamiami Trail North, Suite 300
Naples, FL. 34109

EXHIBIT A
Orchid Cove

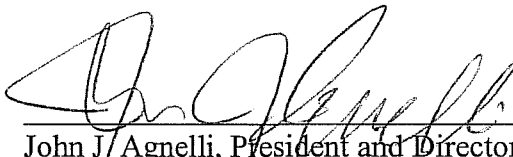
Units 1-101, 1-102, 1-201, 1-202, 2-101, 2-102, 2-201, 2-202, 3-101, 3-102, 3-201, 3-202, 4-101, 4-102, 4-201, 4-202, 5-101, 5-102, 5-201, 5-202, 6-101, 6-102, 6-201, 6-202, 7-101, 7-102, 7-201, 7-202, 8-101, 8-102, 8-201, 8-202, 9-101, 9-102, 9-201, 9-202, 10-101, 10-102, 10-201, 10-202, 11-101, 11-102, 11-201, 11-202, and 12-101, 12-102, 12-201, 12-202, Orchid Cove, a Condominium, according to Declaration of Condominium recorded in OR Book 1872, pages 951 through 1050, Public Records of Manatee County, Florida.

PARTIAL RELEASE OF EASEMENT
FROM TARA COMMUNITY DEVELOPMENT DISTRICT 1

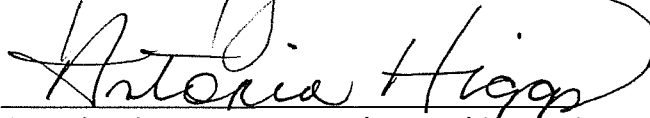
(Relating to Orchid Cove, a Condominium)

RESIGNATIONS

The undersigned persons do hereby resign their positions as director and officer of the Orchid Cove Condominium Association, Inc. effective this 16 day of SEPT, 2004, *IMMEDIATELY AFTER THE MEMBERS' MEETING.*



John J. Agnelli, President and Director



Antonia Higgs, Secretary, Vice President and Director



Lisa Loiacano, Treasurer and Director

BILL OF SALE, ABSOLUTE

KNOW ALL MEN BY THESE PRESENTS,

That **TARA-MANATEE, INC., A FLORIDA CORPORATION**, of Naples, Florida, party of the first part, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, and other valuable consideration, lawful money of the United States, paid by **ORCHID COVE CONDOMINIUM ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION**, of Bradenton, Florida, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, its executors, administrators and assigns, the following goods and chattels:

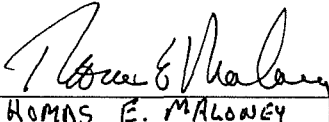
All those items of personal property presently located in the swimming pool area of Orchid Cove, including, but not limited to, pool furniture and pool cleaning equipment.

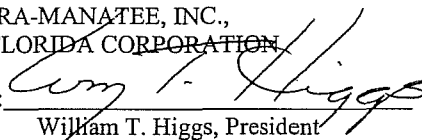
TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators and assigns forever.

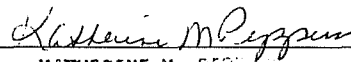
AND the party of the first part does, for itself and its heirs, executors and administrators, covenant to and with the said party of the second part, its executors, administrators and assigns, that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said party of the second part, its executors, administrators and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hands and seals on this 15 day of SEPT, 2004.

Signed, sealed and delivered in
the presence of us:

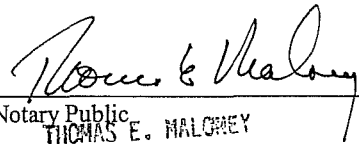

THOMAS E. MALONEY
Print Name of Witness #1

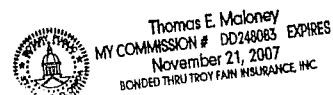
TARA-MANATEE, INC.,
A FLORIDA CORPORATION
BY: 
William T. Higgs, President


KATHERINE M. PEPPERS
Print Name of Witness #2

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 15 DAY OF SEPT, 2004, BY WILLIAM T. HIGGS, PRESIDENT, TARA-MANATEE, INC., A FLORIDA CORPORATION, WHO IS [9 PERSONALLY KNOWN TO ME, OR [] PRODUCED NA AS IDENTIFICATION.


Notary Public
THOMAS E. MALONEY
Print Name of Notary Public
My Commission Expires:



RECEIPT FOR ITEMS DELIVERED TO AUTHORIZED AGENT
FOR MEMBER-CONTROLLED BOARD OF DIRECTORS FOR
ORCHID COVE, A CONDOMINIUM

<u>Received</u>	<u>Item</u>
<u>29</u>	1. ✓ Original recorded Declaration of Condominium and Amendments.
<u>29</u>	2. ✓ Original recorded Articles of Incorporation for Condominium Association.
<u>29</u>	3. ✓ Original recorded Bylaws for Condominium Association.
<u>29</u>	4. ✓ Minutes of Condominium Association meetings.
<u>29</u>	5. ✓ House Rules and Regulations.
<u>29</u>	6. ✓ Resignations of Condominium Association Board members and officers.
<u>29</u>	7. ✓ Condominium Association's Financial Records.
<u>29</u>	8. ✓ Condominium Association Funds.
<u>29</u>	9. ✓ Condominium Association's tangible personal property.
<u>TO BE PROVIDED 29</u>	10. - Certificate from Developer or agent regarding as-built construction plans and specifications, together with plans and specifications.
<u>29</u>	11. ✓ List of names and addresses of contractors, subcontractors and suppliers used in the construction of condominium.
<u>29</u>	12. ✓ Insurance policies.
<u>29</u>	13. ✓ Copies of Certificates of Occupancy.
<u>NONE</u>	14. Any applicable permits which remain in force.
<u>STATUTE WARRANTIES ONLY 29</u>	15. Written warranties that are in effect.
<u>29</u>	16. ✓ Roster of units owners, their addresses and telephone numbers.
<u>N/A</u>	17. Leases of Common Property.
<u>29</u>	18. ✓ Employment contracts or service contracts in which Condominium Association is a party or where members pay for such service directly or indirectly.
<u>N/A</u>	19. All other contracts to which the Condominium Association is a party.
<u>29</u>	20. Miscellaneous - Assignment of Employer ID #20-0295621

The undersigned authorized agent on behalf of the member-controlled Condominium Association hereby acknowledges receipt of the items marked this 16 day of SEPT, 2004.

ORCHID COVE CONDOMINIUM
ASSOCIATION, INC.

BY: June C. Gabe

Pursuant to the Condominium Statute, this document is also signed by the Declarant.

TARA-MANATEE, INC.

BY: [Signature] V. President

Exhibit A – Property Released
Exhibit B - Graphic of Lake Areas

Prepared By And Return To:
Thomas E. Maloney, Esquire
Quarles & Brady LLP
1395 Panther Lane
Suite 300
Naples, FL 34109

PARTIAL RELEASE OF EASEMENT

This Partial Release of Easement is given this 13th day of October, 2003, by TARA COMMUNITY DEVELOPMENT DISTRICT 1, hereinafter referred to as "District."

WHEREAS, the District was given a Grant of Easement on August 10, 2000 which was recorded in the Public Records of Manatee County, Florida at OR Book 1649, pages 6866 through 6872 ("Easement"), and

WHEREAS, the District wishes to release a portion of the land that was made subject to the aforesaid Easement.

NOW, THEREFORE, for Ten Dollars (\$10.00), and other good and valuable consideration, paid by TARA-MANATEE, INC., the owner of the property being released herein, the receipt of which is hereby acknowledged, the District does hereby release the property described in Exhibit A from the above-described Easement, less and except the following areas which are not released:

1. The two (2) lake areas shown on the attached Exhibit B.
2. A non-exclusive access easement over the common elements of the Orchid Cove Condominium for the purpose of performing the maintenance responsibilities on the lakes described herein.

Except for the land released herein and any land previously released, the aforesaid Easement shall remain in full force and effect.

This Partial Release of Easement does not release any land from the District's lien for assessments by Tara Community Development District 1 per Notice of establishment of Tara Community Development District 1 as recorded in OR Book 1622, page 3521, Public Records of Manatee County, Florida, and the Notice of Special Assessments recorded in OR Book 1682, page 6340, Public Records of Manatee County, Florida, nor does it release the property described in Exhibit A from any easements established in the plat or the Declaration of Condominium for the properties described in Exhibit A, if any.

Witnesses

Lisa F. Loiacano
Lisa F. Loiacano
Print Name of Witness #1

Julie Wheeler
JULIE WHEELER
Print Name of Witness #2

TARA COMMUNITY DEVELOPMENT
DISTRICT 1

BY: John J. Agnelli
John J. Agnelli, Chairman

ATTEST:

Nicholas Staszko
Nicholas Staszko, Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on the 10th day of Oct., 2003, by John J. Agnelli, as Chairman of Tara Community Development District 1, who ☒ is personally known to me, or () produced _____ as identification.

Lisa F. Loiacano
Notary Public
Lisa F. Loiacano
Print Name of Notary Public
My Commission Expires:



STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on the 13th day of Oct, 2003, by Nicholas Staszko Secretary of Tara Community Development District 1, who ☒ is personally known to me, or () produced _____ as identification.



Francis Peter Williams
MY COMMISSION # DD096504 EXPIRES
March 15, 2006
BONDED THRU TROY FAIN INSURANCE, INC

Francis Peter Williams
Notary Public
Francis Peter Williams
Print Name of Notary Public
My Commission Expires:

8977804

ORCHID COVE LEGAL DESCRIPTION

COMMENCE AT THE SECTION CORNER COMMON TO SECTIONS 13, 14, 23 AND 24, TOWNSHIP 35 S., RANGE 18 E.; THENCE RUN S89°48'03"E, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 13 AND 24, A DISTANCE OF 227.79 FT. TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF WINGSPAN WAY, A 50 FT. WIDE PUBLIC RIGHT-OF-WAY, FOR A POINT OF BEGINNING, SAID POINT LYING ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S53°54'38"W, A DISTANCE OF 1025.00 FT.; THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID EASTERLY RIGHT-OF-WAY: RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°35'49", A DISTANCE OF 82.24 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 275.00 FT.; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°38'24", A DISTANCE OF 281.45 FT.; THENCE N88°33'55"E, 94.35 FT.; THENCE S22°42'07"E, 40.24 FT.; THENCE S72°26'26"E, 106.01 FT.; THENCE N46°26'34"E, 70.07 FT.; THENCE N69°56'52"E, 93.53 FT.; THENCE N86°14'46"E, 85.32 FT.; THENCE N90°00'00"E, 61.98 FT.; THENCE S59°59'07"E, 117.35 FT.; THENCE N76°07'24"E, 46.08 FT.; THENCE S13°52'36"E, 208.69 FT.; THENCE S41°39'48"W, A DISTANCE OF 132.75 FT. TO THE INTERSECTION WITH AFORESAID SECTION LINE COMMON TO SECTIONS 13 AND 24; THENCE CONTINUE S41°39'48"W, 41.00 FT.; THENCE N90°00'00"W, 87.70 FT.; THENCE S55°59'09"W, 34.59 FT.; THENCE S43°36'00"W, 49.15 FT.; THENCE S20°26'35"W, 43.50 FT.; THENCE S83°11'43"W, 52.91 FT.; THENCE S61°19'13"W, 127.15 FT.; THENCE S55°43'16"W, A DISTANCE OF 40.56 FT. TO THE INTERSECTION WITH AFORESAID EASTERLY RIGHT-OF-WAY OF WINGSPAN WAY, SAID POINT LYING ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S85°36'30"W, A DISTANCE OF 175.00 FT.; THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID EASTERLY RIGHT-OF-WAY: RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°34'32", A DISTANCE OF 65.90 FT. TO THE P.C.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1025.00 FT.; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°07'21", A DISTANCE OF 181.09 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTIONS 13 AND 24, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

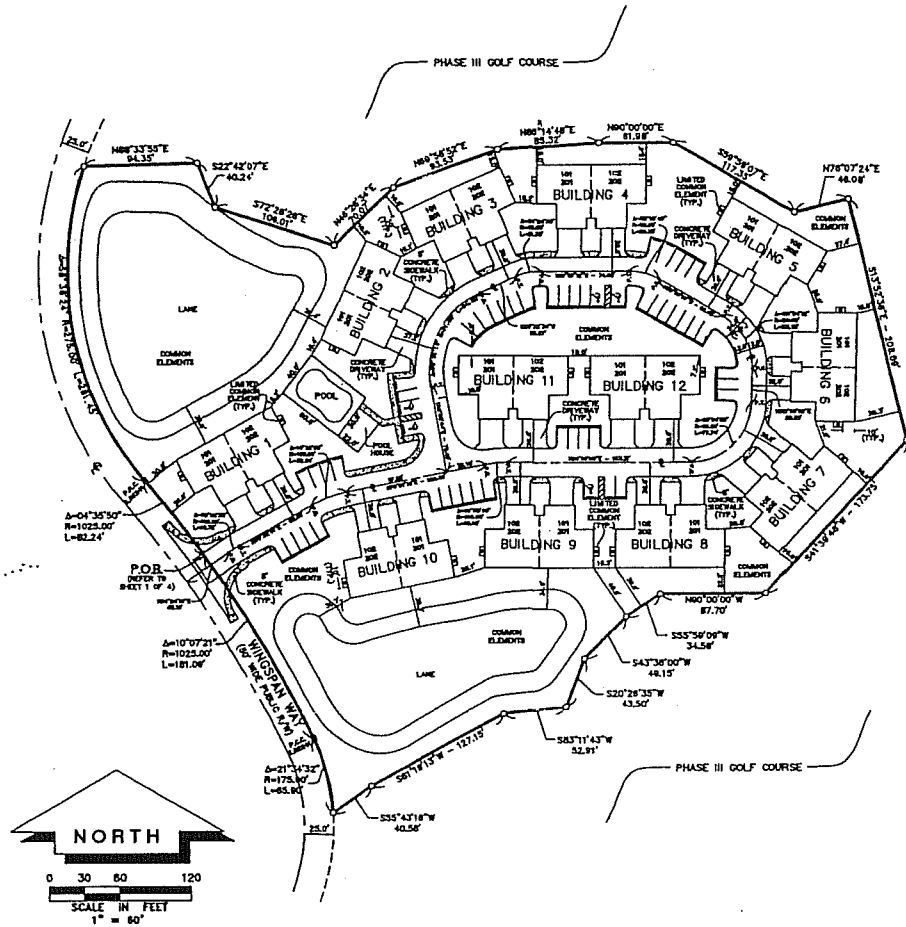
CONTAINING 5.83 ACRES MORE OR LESS.

D:\Legal\Tara Phil-D (070902)

BK 1876 PG 1875 3 of 4

ORCHID COVE A CONDOMINIUM

IN SECTIONS 13 & 24, TOWNSHIP 35 S., RANGE 18 E.
MANATEE COUNTY, FLORIDA



LEGEND	
R	= RADIUS
L	= ARC LENGTH
Δ	= CENTRAL ANGLE
Δ	= HANDICAP PARKING SPACES
P.O.B.	= POINT OF BEGINNING
P.C.	= POINT OF CURVATURE
P.C.C.	= POINT OF COMPOUND CURVE
P.R.C.	= POINT OF REVERSE CURVE
P.T.	= POINT OF TANGENCY
C	= CENTERLINE
+	= 3/8" CAPPED IRON ROD SET, L&P2241
+	= ANGLE POINT ONLY, NO CORNERS FOUND ON SET
■	= 6" SQUARE CONCRETE MONUMENT, FOUND, NUMBER NOTED
■	= 4.5" x 8" CONCRETE PAD WITH AIR CONDITIONING UNIT LIMITED COMMON ELEMENTS (SEE GENERAL NOTE 7)
R/W	= RIGHT-OF-WAY (TYP.) = TYPICAL
±	= MORE OR LESS

PLOT PLAN

GENERAL NOTES:

1. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNTIL CERTIFIED AS SUBSTANTIALLY COMPLETE.
2. REFER TO SHEET 1 OF 4 FOR OVERALL BOUNDARY SURVEY.
3. UNITS IDENTIFIED AS 101 & 102 ARE FIRST FLOOR UNITS. UNITS IDENTIFIED AS 201 & 202 ARE SECOND FLOOR UNITS.
4. TYPICAL PARKING SPACE SIZE IS 9 FT. WIDE BY 18 FT. IN DEPTH EXCEPT FOR HANDICAP (HC) SPACES, WHICH ARE TYPICALLY 12 FT. WIDE WITH A 5 FT. WALKWAY ADJACENT.
5. TYPICAL DRIVEWAY SIZE IS 20 FT. (TWO CARS) WIDE AND A MINIMUM OF 24.0 FT. IN DEPTH FROM BUILDING TO EDGE OF MAIN ROAD.
6. TYPICAL BUILDING HEIGHT FROM GROUND TO ROOF PEAK IS 30.00 FT.
7. AIR CONDITIONING EQUIPMENT SERVING INDIVIDUAL UNITS ARE LOCATED OUTSIDE THE UNITS ON THE SAME SIDE OF THE BUILDING AS THE UNITS WHICH THEY SERVE. THE AIR CONDITIONING EQUIPMENT LOCATED OUTSIDE THE UNIT IS A LIMITED COMMON ELEMENT TO THE UNIT IT SERVES.

LOMBARDO, SKIPPER & FOLEY, INC.
Consulting Engineers, Surveyors & Planners
P.O. Box 288 • 889 4th Street East • Palmetto, Florida 34221 • (941) 866-0071



CERTIFICATE AND
AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR ORCHID COVE

Recorded at OR Book 1915, pages 7506 through 7509,
Public Records of Manatee County, Florida

Prepared By And Return To:
 Thomas E. Maloney, Esquire
 Quarles & Brady LLP
 1395 Panther Lane, Suite 300
 Naples, FL 34109

CERTIFICATE

The undersigned does hereby certify that the Orchid Cove Declaration of Condominium recorded in O.R. Book 1872, Pages 951 through 1050, Public Records of Manatee County, Florida has been amended by that certain Amendment adding Paragraph 40, a copy of which is attached hereto. The attached Amendment was approved by the required percentage of voting interests at a duly convened and noticed meeting on the 29th day of January, 2004.

WITNESSES:

ORCHID COVE CONDOMINIUM ASSOCIATION
 INC., A FLORIDA NOT-FOR-PROFIT
 CORPORATION

Thomas E. Maloney
 Witness #1
THOMAS E. MALONEY
 Print Name

By: William T. Higgs
 William T. Higgs, President

Katherine N. Peppers
 Witness #2
KATHERINE N. PEPPERS
 Print Name

STATE OF FLORIDA)
)
 COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 29 day of JAN, 2004, by William T. Higgs, as President of ORCHID COVE CONDOMINIUM ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, ☒ who is personally known to me or ☐ has produced a driver's license as identification.

(SEAL)

Thomas E. Maloney
 Notary Public
THOMAS E. MALONEY
 Notary Public - Printed Name
 My Commission Expires:



AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
ORCHID COVE

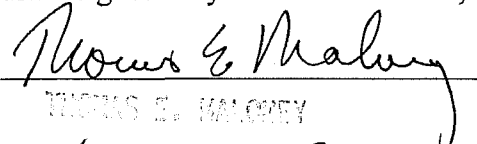
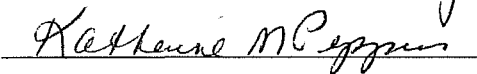
This Amendment to the Declaration of Condominium for Orchid Cove, a Condominium recorded in O.R. Book 1872, Page 951 through 1050 of the Public Records of Manatee County, is made this 29th day of January 2004, after approval by the members, as provided for in the said Declaration.

The Declaration of Condominium for Orchid Cove recorded in O.R. Book 1872, Page 951 through 1050 of the Public Records of Manatee County, Florida is amended by the addition of the following Paragraph 40:

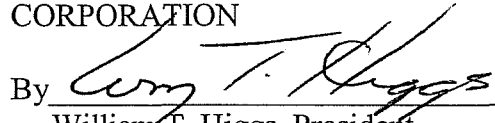
40. Notwithstanding any other provision in the Declaration, the Units in Building No.6 shall be constructed in accordance with the attached Exhibits DC-7i and DC-7ii, (and not in accordance with Exhibits DC-4i and DC-4ii). The boundaries of the Units in Building No. 6 shall be determined based upon said Exhibits DC-7i and DC-7ii, and the other provisions of the recorded Declaration. Units in all other Buildings shall be constructed in accordance with the Declaration of Condominium as originally recorded, and with Exhibits DC-4i and DC-4ii, which were attached as exhibits to the recorded Declaration. This paragraph 40 is added pursuant to the provisions of Paragraph 29.4(a) of the Declaration, and after compliance with the conditions for approval set forth therein.

In all other respects, the original Declaration of Condominium, as amended, is hereby ratified and confirmed.

IN WITNESS WHEREOF, the Developer has caused the foregoing Amendment to Declaration of Condominium for ORCHID COVE, A Condominium, to be executed by its undersigned duly authorized officer, on the 29 day of JAN, 2004.

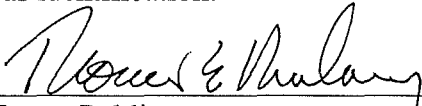

THOMAS E. MALONEY

KATHERINE M. PEPPERS

TARA-MANATEE, INC., A FLORIDA
CORPORATION

By 
William T. Higgs, President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 29 day of JAN, 2004, by William T. Higgs, as President of Tara-Manatee, Inc., a Florida corporation, ☒ who is personally known to me or ☐ has produced a driver's license as identification.



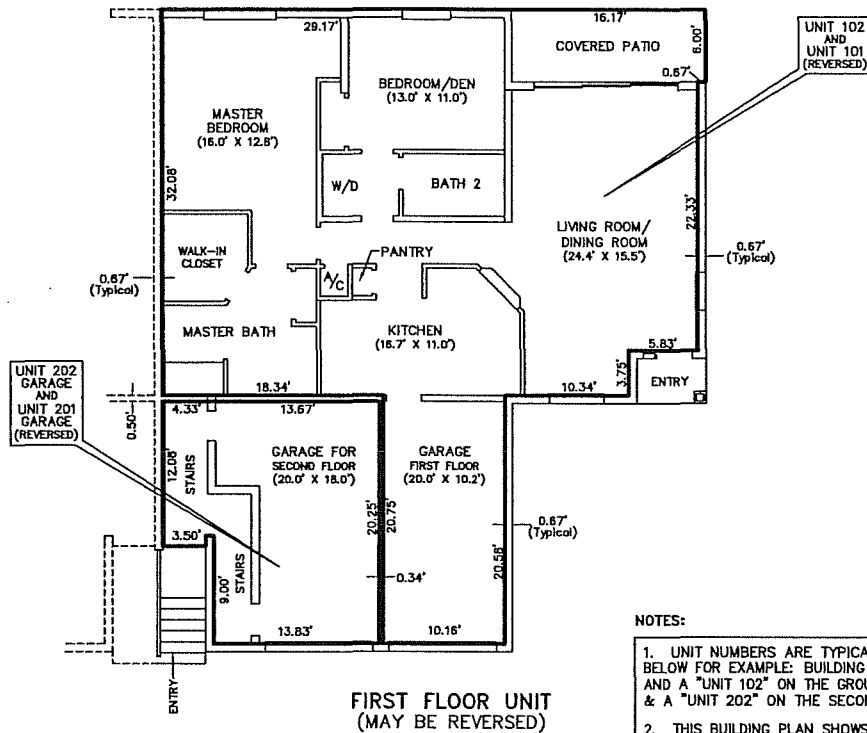
Notary Public
My Commission Expires:



Thomas E. Maloney
MY COMMISSION # DD248083 EXPIRES
November 21, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

ORCHID COVE A CONDOMINIUM

IN SECTIONS 13 & 24, TOWNSHIP 35 S., RANGE 18 E.
MANATEE COUNTY, FLORIDA



NOTES:

1. UNIT NUMBERS ARE TYPICAL FOR BUILDING REFERENCED BELOW FOR EXAMPLE: BUILDING NUMBER 6 HAS A "UNIT 101" AND A "UNIT 102" ON THE GROUND FLOOR, AND A "UNIT 201" & A "UNIT 202" ON THE SECOND FLOOR (SEE PLOT PLANS).
2. THIS BUILDING PLAN SHOWS THE RIGHT SIDE UNITS (UNIT 102 AND UNIT 202). THE LEFT SIDE UNITS ARE THE SAME DIMENSIONS EXCEPT REVERSED OR MIRROR-IMAGED.

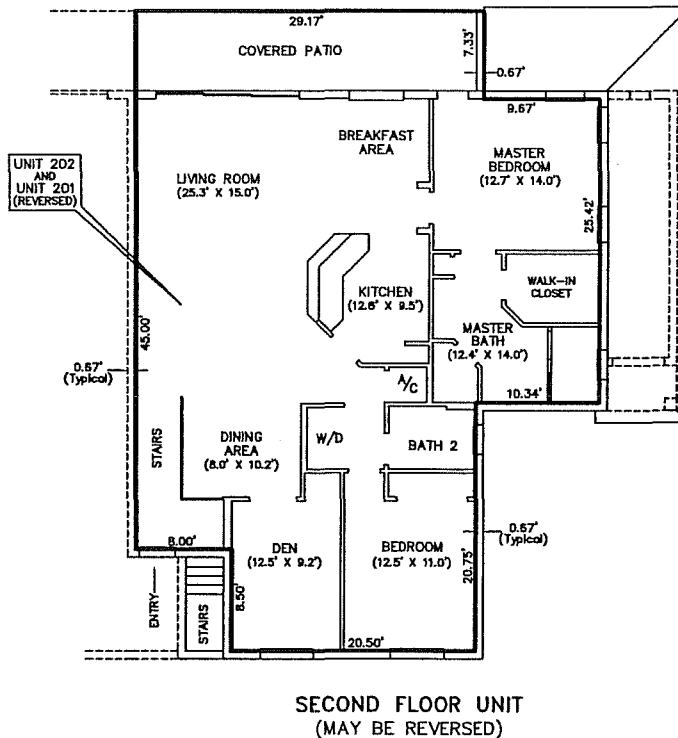


EXHIBIT "DC-71"

BUILDING NO. 6

FLOOR & ELEVATION PLAN

LOMBARDO, SKIPPER & FOLEY, INC.

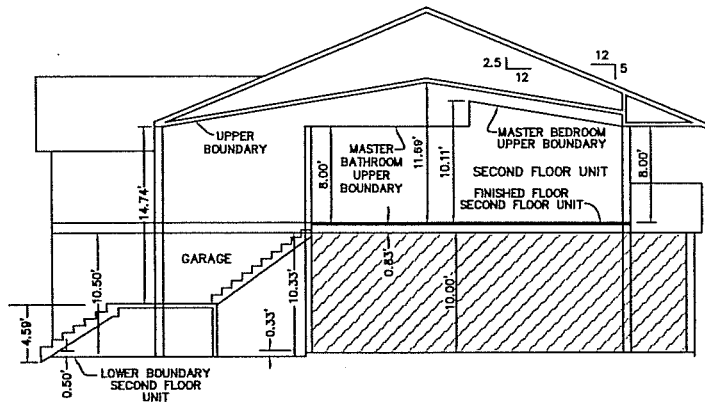
Consulting Engineers, Surveyors & Planners
P.O. Box 128 • 222 4th Street West • Palmetto, Florida 34221 • (813) 728-4641



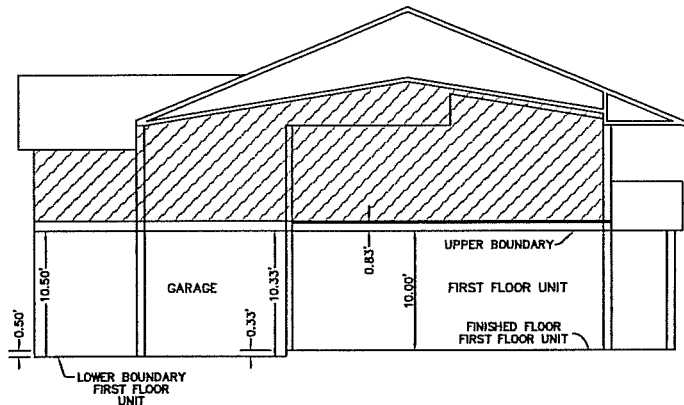
ORCHID COVE A CONDOMINIUM

IN SECTIONS 13 & 24, TOWNSHIP 35 S., RANGE 18 E.
MANATEE COUNTY, FLORIDA

BK 1915 PG 7509 FILED AND RECORDED 4/9/2004 2:31:05 PM 5 of 5
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.



UNIT 202 AND UNIT 201 REVERSED
SECOND FLOOR UNIT



UNIT 102 AND UNIT 101 REVERSED
FIRST FLOOR UNIT

TYPICAL CROSS SECTIONS

ELEVATION TABLE

BUILDING NUMBER	FLOOR LEVEL	LOWER BOUNDARY ELEVATION	UPPER BOUNDARY ELEVATION
6	FIRST	17.75	28.25
	SECOND	17.75	40.77

NOTE:

ELEVATIONS ARE BASED ON N.G.V.D. 1929 DATUM, ORIGIN
BENCHMARK: MANATEE COUNTY CONCRETE MONUMENT
#RM-162 ON BRADEN RIVER ROAD. ELEVATION = 9.26 FEET.

EXHIBIT "DC-7ii"

BUILDING NO. 6

FLOOR & ELEVATION PLAN

LOMBARDO, SKIPPER & FOLEY, INC.
Consulting Engineers, Surveyors & Planners

P.O. Box 180 - 880 4th Street West - Palm Beach, Florida 33481 - (561) 752-6601



NOTICE TO ORCHID COVE CONDOMINIUM OWNERS

Please be advised that the following Rules and Regulations were adopted at the Directors' Meeting on October 13, 2003.

ORCHID COVE RULES AND REGULATIONS

Pursuant to Paragraph 22.(j) of the Orchid Cove Declaration, the Board of Directors does hereby adopt the following Rules and Regulations which shall regulate the use of the Condominium Property. These Rules and Regulations are in addition to any restrictions in the Declaration of Condominium or in the Association's By-Laws, or in the applicable provisions of the Tara Master Association Declaration of Covenants, or its Rules and Regulations.

1. Parking

(a) No commercial truck or van, no bus, recreational vehicle, mobile home, camper or trailer shall be parked on the Common Elements, except that such vehicles may be parked on such property for short periods for the purpose of loading or unloading. Ordinary non-commercial pickup trucks and SUVs are not included in the vehicles prohibited by the preceding sentence, provided such vehicles are limited to two axles and four wheels. Vehicles that are on the Common Elements during ordinary working hours for the purpose of providing service to Units or the Common Elements are not prohibited by the prohibition set forth in the first sentence of this paragraph.

In the event that there is a question of whether a particular vehicle is prohibited from being parked on the Common Elements, as described in this paragraph 1(a), the Board of Directors shall decide the question, and its decision shall be based upon the standards described herein and whether such vehicle is of such a different appearance from other vehicles that are permitted to be parked on the Common Elements that it detracts from the appearance and ambience of the Condominium Property.

(b) No vehicles shall be parked on any Common Elements except the areas marked as parking spaces.

(c) Vehicles shall be parked tight against parking bumpers so as not to intrude upon areas used for moving traffic. Such vehicles shall also be parked in the middle of the marked parking space, so as to allow those parking in adjacent spaces as much room as possible.

(d) The parking of boats or trailers or any other item on the Common Elements is prohibited.

2. Drying Clothes

No laundry of any kind, including bathing suits and towels, may be placed outside a Condominium Unit for drying or for any other purpose.

3. Pets

When pets are outside a Unit, such pet must be on a leash and controlled by an adult or responsible child. All pet droppings shall be cleaned up and properly disposed of by the Unit owner in charge of such pet.

4. Noise

No activities such as the playing of loud music or noise made by pets, or children, shall be permitted if such activities or noise is a disturbance to other owners. This prohibition is to be applied based upon the standard of whether such activity or noise would constitute a disturbance to a reasonable person similarly situated.

5. Changes and Alterations to Common Elements

No change or alterations or additions of any kind shall be made to the Common Elements, which include the exterior surfaces of buildings and grounds, without the written approval of the Board of Directors. This prohibition applies to the planting of flowers, trees, and shrubbery of any kind.

*ORCHID COVE
CONDOMINIUM ASSOCIATION*

BILL OF SALE, ABSOLUTE

KNOW ALL MEN BY THESE PRESENTS,

That **TARA-MANATEE, INC., A FLORIDA CORPORATION**, of Naples, Florida, party of the first part, for and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS, and other valuable consideration, lawful money of the United States, paid by **ORCHID COVE CONDOMINIUM ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION**, of Bradenton, Florida, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, its executors, administrators and assigns, the following goods and chattels:

All those items of personal property presently located in the swimming pool area of Orchid Cove, including, but not limited to, pool furniture and pool cleaning equipment.

TO HAVE AND TO HOLD the same unto the said party of the second part, its executors, administrators and assigns forever.

AND the party of the first part does, for itself and its heirs, executors and administrators, covenant to and with the said party of the second part, its executors, administrators and assigns, that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said party of the second part, its executors, administrators and assigns against the lawful claims and demands of all persons whomsoever.

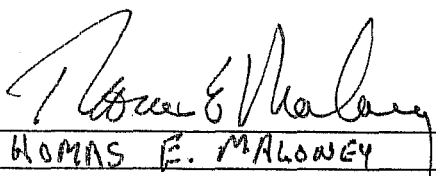
IN WITNESS WHEREOF, the party of the first part has hereunto set its hands and seals on this 15 day of SEPT, 2004.

Signed, sealed and delivered in
the presence of us:

TARA-MANATEE, INC.,
A FLORIDA CORPORATION

BY: 

William T. Higgs, President


THOMAS E. MALONEY
Print Name of Witness #1

Katherine M. Pizzani
KATHERINE M. PIZZANI

Print Name of Witness #2

STATE OF FLORIDA
COUNTY OF COLLIER

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE
15 DAY OF SEPT, 2004, BY WILLIAM T. HIGGS, PRESIDENT, TARA-MANATEE,
INC., A FLORIDA CORPORATION, WHO IS [☒] PERSONALLY KNOWN TO ME, OR [☐]
PRODUCED NA AS IDENTIFICATION.

Thomas E. Maloney
Notary Public
THOMAS E. MALONEY

Print Name of Notary Public
My Commission Expires:



Thomas E. Maloney
MY COMMISSION # DD248083 EXPIRES
November 21, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

QBNAP\440402.1

RECEIPT FOR ITEMS DELIVERED TO AUTHORIZED AGENT
FOR MEMBER-CONTROLLED BOARD OF DIRECTORS FOR
ORCHID COVE, A CONDOMINIUM

Received

Item

59

1. ✓ Original recorded Declaration of Condominium and Amendments.

59

2. ✓ Original recorded Articles of Incorporation for Condominium Association.

59

3. ✓ Original recorded Bylaws for Condominium Association.

59

4. ✓ Minutes of Condominium Association meetings.

59

5. ✓ House Rules and Regulations.

59

6. ✓ Resignations of Condominium Association Board members and officers.

59

7. ✓ Condominium Association's Financial Records.

59

8. ✓ Condominium Association Funds.

59

9. ✓ Condominium Association's tangible personal property.

TO BE
PROVIDED 59

10. - Certificate from Developer or agent regarding as-built construction plans and specifications, together with plans and specifications.

59

11. ✓ List of names and addresses of contractors, subcontractors and suppliers used in the construction of condominium.

59

12. ✓ Insurance policies.

59

13. ✓ Copies of Certificates of Occupancy.

NONE

14. Any applicable permits which remain in force.

STATUTE WARRANTIES ONLY

15. Written warranties that are in effect.

59

16. ✓ Roster of units owners, their addresses and telephone numbers.

N/A

17. Leases of Common Property.

29

18. ✓ Employment contracts or service contracts in which Condominium Association is a party or where members pay for such service directly or indirectly.

N/A

19. All other contracts to which the Condominium Association is a party.

29

20. Miscellaneous - Assignment of Employer ID #20-0295621

The undersigned authorized agent on behalf of the member-controlled Condominium Association hereby acknowledges receipt of the items marked this 16 day of SEPT, 2004.

ORCHID COVE CONDOMINIUM
ASSOCIATION, INC.

BY: James C. Gaze

Pursuant to the Condominium Statute, this document is also signed by the Declarant.

TARA-MANATEE, INC.

BY: [Signature] V. President

Exhibit A – Property Released
Exhibit B - Graphic of Lake Areas

Prepared By And Return To:
Thomas E. Maloney, Esquire
Quarles & Brady LLP
1395 Panther Lane
Suite 300
Naples, FL 34109

PARTIAL RELEASE OF EASEMENT

This Partial Release of Easement is given this 13th day of October, 2003, by TARA COMMUNITY DEVELOPMENT DISTRICT 1, hereinafter referred to as "District."

WHEREAS, the District was given a Grant of Easement on August 10, 2000 which was recorded in the Public Records of Manatee County, Florida at OR Book 1649, pages 6866 through 6872 ("Easement"), and

WHEREAS, the District wishes to release a portion of the land that was made subject to the aforesaid Easement.

NOW, THEREFORE, for Ten Dollars (\$10.00), and other good and valuable consideration, paid by TARA-MANATEE, INC., the owner of the property being released herein, the receipt of which is hereby acknowledged, the District does hereby release the property described in Exhibit A from the above-described Easement, less and except the following areas which are not released:

1. The two (2) lake areas shown on the attached Exhibit B.
2. A non-exclusive access easement over the common elements of the Orchid Cove Condominium for the purpose of performing the maintenance responsibilities on the lakes described herein.

Except for the land released herein and any land previously released, the aforesaid Easement shall remain in full force and effect.

This Partial Release of Easement does not release any land from the District's lien for assessments by Tara Community Development District 1 per Notice of establishment of Tara Community Development District 1 as recorded in OR Book 1622, page 3521, Public Records of Manatee County, Florida, and the Notice of Special Assessments recorded in OR Book 1682, page 6340, Public Records of Manatee County, Florida, nor does it release the property described in Exhibit A from any easements established in the plat or the Declaration of Condominium for the properties described in Exhibit A, if any.

Witnesses

TARA COMMUNITY DEVELOPMENT
DISTRICT 1

Lisa F. Loiacano
Lisa F. Loiacano

Print Name of Witness #1

BY:

John J. Agnelli
John J. Agnelli, Chairman

Tulie Wheeler
TULIE WHEELER

Print Name of Witness #2

ATTEST:

Nicholas Staszko
Nicholas Staszko, Secretary

QBNAP\409515.1

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on the 10th day of Oct., 2003, by John J. Agnelli, as Chairman of Tara Community Development District 1, who (☒) is personally known to me, or () produced _____ as identification.

Lisa F. Loiacano
Notary Public
Lisa F. Loiacano
Print Name of Notary Public
My Commission Expires:



STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on the 13th day of Oct, 2003, by Nicholas Staszko Secretary of Tara Community Development District 1, who (☒) is personally known to me, or () produced _____ as identification.



Francis Peter Williams
MY COMMISSION # DD096504 EXPIRES
March 15, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Francis Peter Williams
Notary Public
Francis Peter Williams
Print Name of Notary Public
My Commission Expires:

2977804

ORCHID COVE LEGAL DESCRIPTION

COMMENCE AT THE SECTION CORNER COMMON TO SECTIONS 13, 14, 23 AND 24, TOWNSHIP 35 S., RANGE 18 E.; THENCE RUN S89°48'03"E, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 13 AND 24, A DISTANCE OF 227.79 FT. TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF WINGSPAN WAY, A 50 FT. WIDE PUBLIC RIGHT-OF-WAY, FOR A POINT OF BEGINNING, SAID POINT LYING ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S53°54'38"W, A DISTANCE OF 1025.00 FT.; THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID EASTERLY RIGHT-OF-WAY: RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°35'49", A DISTANCE OF 82.24 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 275.00 FT.; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°38'24", A DISTANCE OF 281.45 FT.; THENCE N88°33'55"E, 94.35 FT.; THENCE S22°42'07"E, 40.24 FT.; THENCE S72°26'26"E, 106.01 FT.; THENCE N46°26'34"E, 70.07 FT.; THENCE N69°56'52"E, 93.53 FT.; THENCE N86°14'46"E, 85.32 FT.; THENCE N90°00'00"E, 61.98 FT.; THENCE S59°59'07"E, 117.35 FT.; THENCE N76°07'24"E, 46.08 FT.; THENCE S13°52'36"E, 208.69 FT.; THENCE S41°39'48"W, A DISTANCE OF 132.75 FT. TO THE INTERSECTION WITH AFORESAID SECTION LINE COMMON TO SECTIONS 13 AND 24; THENCE CONTINUE S41°39'48"W, 41.00 FT.; THENCE N90°00'00"W, 87.70 FT.; THENCE S55°59'09"W, 34.59 FT.; THENCE S43°36'00"W, 49.15 FT.; THENCE S20°26'35"W, 43.50 FT.; THENCE S83°11'43"W, 52.91 FT.; THENCE S61°19'13"W, 127.15 FT.; THENCE S55°43'16"W, A DISTANCE OF 40.56 FT. TO THE INTERSECTION WITH AFORESAID EASTERLY RIGHT-OF-WAY OF WINGSPAN WAY, SAID POINT LYING ON THE ARC OF A CURVE WHOSE RADIUS POINT LIES S85°36'30"W, A DISTANCE OF 175.00 FT.; THENCE RUN THE FOLLOWING TWO COURSES ALONG SAID EASTERLY RIGHT-OF-WAY: RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°34'32", A DISTANCE OF 65.90 FT. TO THE P.C.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1025.00 FT.; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°07'21", A DISTANCE OF 181.09 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTIONS 13 AND 24, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

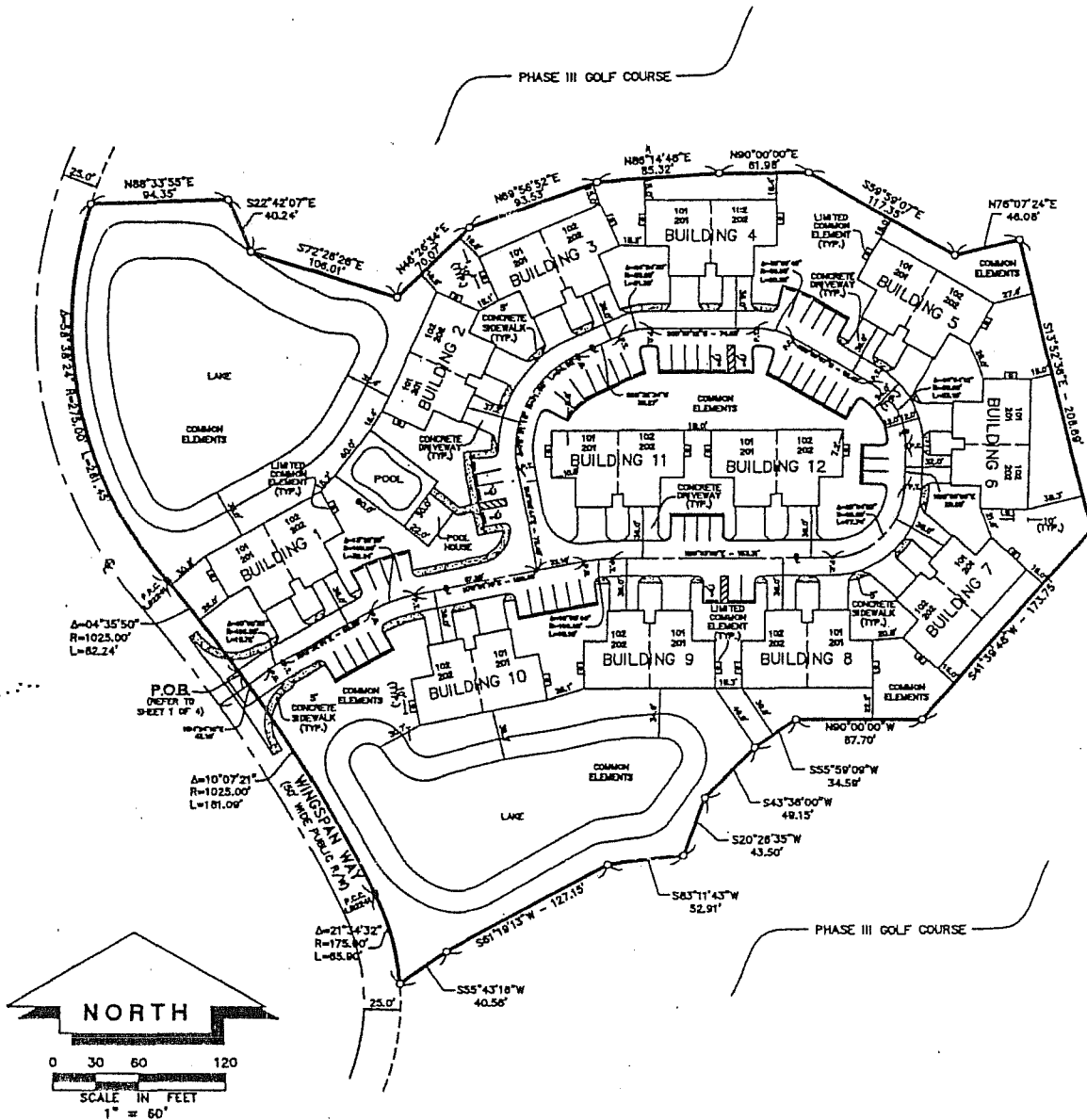
CONTAINING 5.83 ACRES MORE OR LESS.

D:\Legal\Tara Phil-D (070902)

BK 1876 PG 1875
of 4

ORCHID COVE A CONDOMINIUM

IN SECTIONS 13 & 24, TOWNSHIP 35 S., RANGE 18 E.
MANATEE COUNTY, FLORIDA



LEGEND	
R	= RADIUS
L	= ARC LENGTH
Δ	= CENTRAL ANGLE
⊕	= HANDICAP PARKING SPACES
P.O.B.	= POINT OF BEGINNING
P.C.	= POINT OF CURVATURE
P.C.C.	= POINT OF COMPOUND CURVE
P.R.C.	= POINT OF REVERSE CURVE
P.T.	= POINT OF TANGENCY
C	= CENTERLINE
○	= 5/8" CAPPED IRON ROD SET, L8/2241
+	= ANGLE POINT ONLY, NO CORNERS FOUND OR SET
■	= 4" SQUARE CONCRETE MONUMENT, FOUND, NUMBER NOTED
□	= 4.5' x 8'± CONCRETE PAD WITH AIR CONDITIONING UNIT
□	= LIMITED COMMON ELEMENTS (SEE GENERAL NOTE 7)
R/W	= RIGHT-OF-WAY
(TYP.)	= TYPICAL
±	= MORE OR LESS

GENERAL NOTES:

1. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNTIL CERTIFIED AS SUBSTANTIALLY COMPLETE.
2. REFER TO SHEET 1 OF 4 FOR OVERALL BOUNDARY SURVEY.
3. UNITS IDENTIFIED AS 101 & 102 ARE FIRST FLOOR UNITS. UNITS IDENTIFIED AS 201 & 202 ARE SECOND FLOOR UNITS.
4. TYPICAL PARKING SPACE SIZE IS 9 FT. WIDE BY 19 FT. IN DEPTH, EXCEPT FOR HANDICAP (HC) SPACES, WHICH ARE TYPICALLY 12 FT. WIDE WITH A 5 FT. WALKWAY ADJACENT.
5. TYPICAL DRIVEWAY SIZE IS 20 FT. (TWO CARS) WIDE, AND A MINIMUM OF 24.0 FT. IN DEPTH FROM BUILDING TO EDGE OF MAIN ROAD.
6. TYPICAL BUILDING HEIGHT FROM GROUND TO ROOF PEAK IS 30.00 FT.
7. AIR CONDITIONING EQUIPMENT SERVING INDIVIDUAL UNITS ARE LOCATED OUTSIDE THE UNITS ON THE SAME SIDE OF THE BUILDING AS THE UNITS WHICH THEY SERVE. THE AIR CONDITIONING EQUIPMENT LOCATED OUTSIDE THE UNIT IS A LIMITED COMMON ELEMENT TO THE UNIT IT SERVES.

PLOT PLAN

LOMBARDO, SKIPPER & FOLEY, INC.

Consulting Engineers, Surveyors & Planners
P.O. Box 1285 • 888-445 • Brown Road • Palmetto, Florida 34221 • (813) 799-0071



BK 1876 PG 1876 FILED AND RECORDED
R.B. SHORE CLERK OF CIRCUIT COURT MANA

NOTICE TO ORCHID COVE CONDOMINIUM OWNERS

Please be advised that the following Rules and Regulations were adopted at the Directors' Meeting on October 13, 2003.

ORCHID COVE RULES AND REGULATIONS

Pursuant to Paragraph 22.(j) of the Orchid Cove Declaration, the Board of Directors does hereby adopt the following Rules and Regulations which shall regulate the use of the Condominium Property. These Rules and Regulations are in addition to any restrictions in the Declaration of Condominium or in the Association's By-Laws, or in the applicable provisions of the Tara Master Association Declaration of Covenants, or its Rules and Regulations.

1. Parking

(a) No commercial truck or van, no bus, recreational vehicle, mobile home, camper or trailer shall be parked on the Common Elements, except that such vehicles may be parked on such property for short periods for the purpose of loading or unloading. Ordinary non-commercial pickup trucks and SUVs are not included in the vehicles prohibited by the preceding sentence, provided such vehicles are limited to two axles and four wheels. Vehicles that are on the Common Elements during ordinary working hours for the purpose of providing service to Units or the Common Elements are not prohibited by the prohibition set forth in the first sentence of this paragraph.

In the event that there is a question of whether a particular vehicle is prohibited from being parked on the Common Elements, as described in this paragraph 1(a), the Board of Directors shall decide the question, and its decision shall be based upon the standards described herein and whether such vehicle is of such a different appearance from other vehicles that are permitted to be parked on the Common Elements that it detracts from the appearance and ambience of the Condominium Property.

(b) No vehicles shall be parked on any Common Elements except the areas marked as parking spaces.

(c) Vehicles shall be parked tight against parking bumpers so as not to intrude upon areas used for moving traffic. Such vehicles shall also be parked in the middle of the marked parking space, so as to allow those parking in adjacent spaces as much room as possible.

(d) The parking of boats or trailers or any other item on the Common Elements is prohibited.

2. Drying Clothes

No laundry of any kind, including bathing suits and towels, may be placed outside a Condominium Unit for drying or for any other purpose.

3. Pets

When pets are outside a Unit, such pet must be on a leash and controlled by an adult or responsible child. All pet droppings shall be cleaned up and properly disposed of by the Unit owner in charge of such pet.

4. Noise

No activities such as the playing of loud music or noise made by pets, or children, shall be permitted if such activities or noise is a disturbance to other owners. This prohibition is to be applied based upon the standard of whether such activity or noise would constitute a disturbance to a reasonable person similarly situated.

5. Changes and Alterations to Common Elements

No change or alterations or additions of any kind shall be made to the Common Elements, which include the exterior surfaces of buildings and grounds, without the written approval of the Board of Directors. This prohibition applies to the planting of flowers, trees, and shrubbery of any kind.