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FORM 7  
PAGE 1 OF 2

APPLICATION FOR NONPROFIT ASSOCIATION EXEMPTION  
SECTION 367.022(7), FLORIDA STATUTES  
RULE 25-30.060(3)(g), FLORIDA ADMINISTRATIVE CODE

NAME OF SYSTEM: FOREST PARK CONDO ASSN.

PHYSICAL ADDRESS OF SYSTEM: 4260 PLACIDA RD  
ENGLEWOOD, FL. 34224

MAILING ADDRESS (IF DIFFERENT): SAME

COUNTY: CHARLOTTE

PRIMARY CONTACT PERSON:

NAME: ROBERT FARLEY

ADDRESS: 4260 PLACIDA RD 16A  
ENGLEWOOD, FL 34224

PHONE #: 697-6562

NATURE OF APPLICANT'S BUSINESS ORGANIZATION: (CORPORATION, PARTNERSHIP, SOLE PROPRIETOR, ETC.) CONDO ASSOCIATION

ACK \_\_\_\_\_ I believe this system to be exempt from the regulation of the  
AFA ~~Florida~~ Florida Public Service Commission pursuant to Section 367.022(7),  
APP ~~Florida~~ Florida Statutes, for the following reasons:

CAF 1 1. The corporation, association, or cooperative is  
CMU \_\_\_\_\_ nonprofit.

CTR \_\_\_\_\_ 2. Service will be provided solely to members who own  
EAG \_\_\_\_\_ and control it.

LEB 3 3. The system provides (CHOOSE THE ONE THAT IS APPLICABLE)  
LIM \_\_\_\_\_ Water only ✓  
CDS \_\_\_\_\_ Wastewater only ✓  
RMI \_\_\_\_\_ Both \_\_\_\_\_

SSC 1 4. F.P. CONDO ASSOCIATION (INCLUDED IN ASSESSMENTS) will do the  
W/S copy billing for such services.

OTH \_\_\_\_\_ 5. The service area is located at: 4260 PLACIDA RD  
ENGLEWOOD, FL. 34224

DOCUMENT NUMBER-DATE

11969 NOV 28 6

FPSC-RECORDS/REPORTING

APPLICATION FOR NONPROFIT ASSOCIATION EXEMPTION

6. Attached are the articles of incorporation as filed with the Secretary of State and bylaws which clearly show the requirements for membership, that the members' voting rights are one vote per unit of ownership and the circumstances under which control of the corporation passes to the non-developer members. Control of the corporation must pass: 1) at 51 percent ownership by the non-developer members or 2) at some greater percentage delimited by a time period not to exceed 5 years from the date of incorporation.
7. Attached is proof of ownership of the utility facilities and the land upon which the facilities will be located or other proof of the applicant's right to continued use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost effective alternative.

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082, S. 775.083, or S. 775.084.

Robert E. Farley  
(Applicant please print or type)

11/194  
(Date)

Robert E. Farley  
(Signature)

President  
(Title)

When you finish filling out the application, the original and two copies of the application, Articles of Incorporation, Bylaws and proof of ownership should be mailed to: Director, Division of Records and Reporting, Florida Public Service Commission, 101 East Gaines Street, Tallahassee, Florida 32399-0850.

FOREST PARK CONDOMINIUM ASSOCIATION, INC.

RULES AND RESTRICTIONS REGULATING USE OF CONDOMINIUM PROPERTY

THESE RULES AND RESTRICTIONS ARE IN ADDITION TO THOSE PROVIDED IN SECTION 10. 7, AMENDED DECLARATION OF CONDOMINIUM OF FOREST PARK.

1. THE USE OF CONDOMINIUM PROPERTIES SHALL BE BY THE INDIVIDUAL OWNER, MEMBERS OF HIS FAMILY, HIS SERVANTS AND GUESTS, AS A RESIDENCE AND FOR NO OTHER PURPOSE.
2. NO UNIT SHALL BE SOLD OR LEASED UNTIL AFTER WRITTEN APPROVAL BY THE ASSOCIATION PRIOR TO OCCUPANCY. NO TRANSIENT TENANTS SHALL BE ACCOMMODATED AND NO LEASE SHALL BE FOR LESS THAN THIRTY (30) DAYS.
3. OWNERS MUST PROVIDE TENANT WITH A COPY OF THE CONDOMINIUM RULES AND TENANTS MUST SIGN AND AGREE TO ABIDE BY THEM.
4. ALL GUESTS IN RESIDENCE IN ABSENCES OF THE OWNERS MUST REGISTER WITH MANAGEMENT SO THAT COMMUNICATION OF EMERGENCY MESSAGES MAY BE FACILITATED, AND THAT THE RIGHTFUL USE AND PRESENCE OF SUCH GUESTS MAY BE INSURED.
5. NO RENT, FOR SALE OR ANY SIGNS SHALL BE DISPLAYED.
6. PETS SHALL BE PERMITTED UNDER THE FOLLOWING CONDITIONS:
  - A. NO PETS PERMITTED ON THE COMMON GROUNDS SURROUNDING THE POOL AREAS.
  - B. PETS WILL BE ON A LEASH AT ALL TIMES ON COMMON PROPERTY.
  - C. MESSES WILL BE DISPOSED OF IN A SANITARY MANNER IMMEDIATELY.
7. RADIOS, STEROS, T.V.'S AND MUSICAL INSTRUMENTS ARE TO BE USED AT REASONABLE VOLUME. IF THEY BECOME AN ANNOYANCE, THEY MUST BE TURNED OFF.
8. LAWNS, SHRUBBERY OR OTHER ESTABLISHED EXTERIOR PLANTINGS SHALL NOT BE ALTERED.
9. CAMPING IS PROHIBITED ON COMMON AREAS.
10. NO BOATS OR FLOTATION DEVICES ARE PERMITTED ON LAKE. FISHING FROM THE SHORE ONLY.
11. THE RIGHT TO ENCROACHMENT, VIA VEHICLE OR ON FOOT, OVER DRIVEWAYS AND WALKWAYS COMMONLY USED, SHALL NOT GIVE ANY PERSON THE RIGHT TO PARK ON ANY PORTION OF CONDOMINIUM PROPERTY NOT DESIGNATED AS PARKING AREA.
  - A. COVERED PARKING SPACES ARE LIMITED COMMON AREAS AND ASSIGNED TO UNIT OWNERS OR THEIR DESIGNATES.
  - B. PARKING SPACES ARE FOR AUTOMOBILES ONLY; NO TRUCKS (A VAN EQUIPPED WITH SIDE WINDOWS AND SEATS INSTALLED BEHIND THE DRIVER IS CLASSIFIED AS A STATION WAGON. A VAN WITH SOLID PANELED SIDES IS CLASSIFIED AS A TRUCK. A VEHICLE WITH A CUT-AWAY CARGO DECK IS CLASSIFIED AS A TRUCK), NO BOATS, TRAILERS, COMMERCIAL VEHICLES, MOBILE HOMES, CAMPERS OR OTHER VEHICLES SHALL BE PARKED IN OR AROUND COMMON PARKING AREAS OVERNIGHT.
  - C. GOLF CARTS, MOPED AND OTHER MISCELLANEOUS MOTORIZED VEHICLES ARE NOT PERMITTED WITHOUT PRIOR WRITTEN APPROVAL.
12. VEHICLE SPEED IS 15 M.P.H. WITH PEDESTRIANS HAVING THE RIGHT-OF-WAY ON COMMON ROADWAYS.
13. LAUNDRY, BATHING APPAREL, BEACH AND PORCH ACCESSORIES SHALL NOT BE MAINTAINED OUTSIDE OF THE UNITS AND SUCH APPAREL AND ACCESSORIES SHALL NOT BE EXPOSED TO VIEW OF OTHER OWNERS.

POOL RULES

- A. SWIMMERS MUST SHOWER BEFORE ENTERING THE POOL.
- B. HAIR LONGER THAN SHOULDER LENGTH MUST BE TIED OR COVERED BY A CAP.
- C. REMOVE SUNTAN OILS OR LOTIONS BEFORE ENTERING POOL.
- D. NO FOOD - NO PETS - NO GLASS CONTAINERS IN THE POOL AREA
- E. NO CHILDREN UNDER TWELVE (12) WITHOUT SUPERVISION.
- F. NO GAMES OR HORSEPLAY, NO FLOTATION DEVICES OR TOYS IN OR AROUND THE POOL AREA.
- G. INFANTS IN DIAPERS ARE NOT TO BE IN THE POOL.
- H. SWIM AT YOUR OWN RISK.
- I. POOL IS CLOSED FROM 9:00 PM TO 8:00 AM DAILY.

15. TENNIS RULES

- A. DO NOT INCREASE TENSION ON NET POSTS. CENTER STRAPS ON NETS ARE 3 FEET AS REGULATED BY INTERNATIONAL TENNIS RULES.
- B. ONLY REGULATION TENNIS SHOES ARE ALLOWED ON COURTS. (NO JOGGING, HARDSOLED, ETC. SHOES.)
- C. TENNIS COURTS ARE FOR TENNIS ONLY. NO BASKETBALL, VOLLEYBALL, SKATING, DOG-WALKING, ETC.
- D. TENNIS COURTS ARE FOR THE USE OF RESIDENTS AND THEIR GUESTS ONLY.

16. DEFAULT

- A. COMPLAINTS OF RULE INFRACTIONS WILL BE SUBMITTED IN WRITING TO MANAGEMENT. MANAGEMENT TOGETHER WITH BOARD OF ADMINISTRATORS WILL REVIEW INFORMATION AND IF NECESSARY, CORRECTIVE ACTION WILL BE TAKEN FOR ENFORCEMENT OF THE RULES.
- B. ENFORCEMENT WILL CONSIST FIRST OF A VERBAL NOTICE OF THE OFFENSE. IF NOT CORRECTED, A WRITTEN NOTICE WILL FOLLOW WITHIN TEN (10) DAYS REMINDING THE OFFENDER THAT IF THE INFRACTION IS NOT CORRECTED WITHIN FIVE (5) DAYS, ACTION WILL BE TAKEN VIA THE LAWS GOVERNING THE CONDOMINIUM ACT OF THE STATE OF FLORIDA, INCLUDING THE IMPOSITION OF REASONABLE FINE.

17. COMPLIANCE

- A. EACH UNIT OWNER AND OCCUPANT SHALL BE GOVERNED BY AND SHALL COMPLY WITH THE TERMS OF THE DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BY-LAWS AND REGULATIONS.
- B. FAILURE OF THE UNIT OWNER OR OCCUPANT TO COMPLY SHALL ENTITLE THE ASSOCIATION OR OTHER UNIT OWNERS TO RELIEF IN ADDITION TO THE REMEDIES PROVIDED IN THE CONDOMINIUM ACT.



10.7 USE OF COMMON AREAS. In addition to such regulations as may be from time to time duly adopted with respect to common areas, the following restrictions shall be applicable thereto:

10.7.1 No part of the condominium property, including assigned parking spaces, shall be used for the storage of travel trailers, utility trailers, boats or boat trailers.

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

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

10.7.4 No outdoor clothes drying shall be allowed unless otherwise provided by the rules and regulations adopted by the Association in which event they shall be located within the side yard of an apartment building and shall be completely shielded from view through the use of sbrubbery.

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

## LAW OFFICES

## BECKER &amp; POLIAKOFF, P.A.

BOCA RATON  
ORLANDOCLEARWATER  
ST. PETERSBURGFORT MYERS  
SARASOTAHOLLYWOOD  
TALLAHASSEEMELBOURNE  
TAMPAMIAMI  
NAPLES  
WEST PALM BEACHGARY A. POLIAKOFF  
ALAN S. BECKER  
ROBERT J. HAYNE  
ALAN E. THOMPSON  
ANTHONY A. KALLIOH  
DANIEL S. ROSENBERG  
SHAYON A. WOODS  
GARY C. ROSEN  
ALLEN M. LEVINE  
LEE H. BURGROBERT L. TAVEL  
CHARLES M. TETUIC  
STEVEN B. LEVIN  
RICHARD H. BERT  
MARTIN I. JAFFE  
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CHAD H. MCCLEATHEN  
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NANCY E. BARBYER  
DONNA D. BERGER  
ALLISON K. BETHEL  
JOEL B. BLUMBERG  
MICHAEL J. BRADY  
KATHLEEN M. BURDESS  
C. JOHN CHRISTENSEN  
THEA J. COLLINSJAMES R. DEFURO  
ROSA M. DE LA CAYMA  
KENNETH S. DREYFUS  
JENNIFER SALES DRAKE  
CHRIS ALAN DRAPER  
STEVEN M. FALK  
SPION FERRO  
HAROLD E. KARLAN  
DORETTA M. KROGER  
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HECTOR E. LORA  
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PETER C. MOLLERGAARD  
ALBERTO N. MORRIS  
BENNETT L. RABIN  
DAVID H. RESNER  
LYNDA BROOKS ROBINSON  
ROBERT RUBINSTEIN  
HERNANDO SAN ROMAN  
JILL R. SONWARTZ  
ELIZABETH L. TRONFLE  
PAUL L. WEAR  
MICHAEL R. WHITT  
LYNN SIMPSON WOODS  
ANNE E. ZMETOF COUNSEL  
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GEORGE WEINBAUM630 So. ORANGE AVENUE  
3RD FLOOR  
POST OFFICE BOX 49675  
SARASOTA, FL 34230-6675  
(813) 366-8826  
FLORIDA TOLL FREE (800) 282-8613  
FACSIMILE (813) 952-1481ADMINISTRATIVE OFFICES  
EMERALD LAKE CORPORATE PARK  
3111 STIRLING ROAD  
FORT LAUDERDALE, FL 33312-6525  
FORT LAUDERDALE (305) 987-7590  
FLORIDA TOLL FREE (800) 432-7712Reply To:  
sa@becker

December 17, 1992

David S. Maglich, Esq.  
Ferguson Skipper Shaw Keyser  
Baron & Tirabassi, P.A.  
1390 Main Street  
Sarasota, FLRE: Forest Park, a Condominium/Resolution Trust Corporation

Dear Dave:

I recently discussed this matter with Andy Shaw, who advised you would be the better person to deal with.

Accordingly, I enclose the following:

1. Section 1.3 of the amended Declaration of Condominium, as recorded in 1983.
2. Exhibit A-1 to that Declaration of Condominium, including the legal descriptions for Tracts A, B and C.
3. Copy of recorded Corrective U.S. Marshall's Deed as prepared by your office.

The Charlotte County tax authorities have examined the referenced Marshall's Deed and concluded that Resolution Trust Corporation is the owner of the clubhouse and waste water treatment plant at the condominium.

Based upon the referenced section of the Declaration of Condominium, and the legal description, I have necessarily concluded that the recreational area, including the clubhouse, and the waste water treatment plant, was were submitted to condominium use by the recording of the amended Declaration of Condominium. This position is substantiated by surveys recorded from time to time. As part of the condominium property, it constitutes common elements and is owned in undivided interests by all the property owners.

## LAW OFFICES

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BOCA RATON

CLEARWATER

FORT MYERS

HOLLYWOOD

MELBOURNE

MIAMI

NAPLES

ORLANDO

ST. PETERSBURG

SARASOTA

TALLAHASSEE

TAMPA

WEST PALM BEACH

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ADMINISTRATIVE OFFICES  
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3111 STERLING ROAD  
FORT LAUDERDALE, FL 33313-6525  
FORT LAUDERDALE (305) 967-7350  
FLORIDA TOLL FREE (800) 432-7712

REALTOR  
S. P. P. P. P.

December 17, 1992

David S. Maglich, Esq.  
Ferguson Skipper Shaw Keyser  
Baron & Tirabassi, P.A.  
1390 Main Street  
Sarasota, FL

RE: Forest Park, a Condominium/Resolution Trust Corporation

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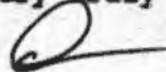
David S. Maglich, Esq.  
Ferguson Skipper Shaw Keyser  
Baron & Tirabassi, P.A.

December 17, 1992  
Page -2-

Based on the foregoing, I submit that it was not possible for Resolution Trust Corporation to acquire total ownership of the property in question. Rather, Resolution Trust Corporation, as the owner of condominium units, would own the undivided interest in the common elements appurtenant to those units, but no more.

Andy suggested that a Quit Claim Deed may be necessary. Please examine the information provided, and compare your file information, and contact me with your comments. We appreciate your cooperation and invite any questions that you may have.

Very truly yours,



Chad M. McClenathen  
For the Firm

CMM/do  
Enclosures

cc: Robert Farley, President  
Forest Park Condominium Association, Inc.

'83 OCT 14 A9:50

AMENDED  
DECLARATION OF CONDOMINIUM  
OF  
FOREST PARK  
A Condominium

OR 747 PG 838

THIS AMENDED DECLARATION IS MADE THIS 18<sup>th</sup> day  
of July, 1983 by PINE TRACE CORPORATION, a Florida  
corporation herein called Developer, for itself, its grantees and  
assigns:

1. PURPOSE. The purpose of this Declaration is to amend that  
certain Declaration of Condominium recorded in Official Records Book  
711 Page 1687 and Condominium Plat Book 3 Page 63-A thru 63-I; as  
amended in Official Records Book 718, Page 334 and Condominium Plat  
Book 4 Pages, 63-A thru 63-I; in the Public Records of Charlotte  
County, Florida. In place of the foregoing declaration as amended the  
following declaration is substituted and the lands herein described  
and the improvements now or hereafter constructed thereon are  
submitted to the condominium form of ownership and use in the manner  
provided by Chapter 718, Florida Statutes, herein called the  
Condominium Act.

1.1 STATEMENT OF FACTS. FOREST PARK CONDOMINIUM will be  
three Phases consisting of a total of one hundred (100) units. Phase  
I consists of seven (7) buildings of four (4) units each (Total 28  
units). The Developer in its discretion shall determine when the  
additional phases shall be built when the economic market conditions  
and governmental regulations or controls permit. Phase II will consist  
of twelve (12) buildings with four (4) condominium units each (Total  
48 units). Phase II will be completed not later than December 31,  
1984. Phase III will consist of six (6) buildings with four (4)  
condominium units each (Total 24 units). Phase III will be completed  
no later than December 31, 1985.

The Recreation Area, a part of Phase I, will be owned and held  
by FOREST PARK CONDOMINIUM ASSOCIATION, INC. as a common element, it  
will be contiguous to Phases I, II and III in the area designated on  
Exhibit "B". It will consist of the following:

(a) Two (2) hard surface tennis courts

(b) A recreation and maintenance building containing  
approximately 1,600 square feet. The building will contain a lounge  
area with wet bar which will accommodate eighty (80) people. The  
lounge will be furnished with tables, chairs and sofas and will  
contain men's and women's dressing rooms, rest rooms and space for  
pool and lawn maintenance equipment.

(c) Contiguous to the recreation building will be a  
pool and patio area. The pool will be heated and measure  
approximately 20 x 40 feet and will be 3 to 6 1/2 feet deep. The  
patio surrounding the pool area will contain 2,000 square feet and  
accommodate approximately one hundred (100) people.

(d) Other recreational facilities within the common  
areas but outside the designated recreation area consist of:

(1) a bicycle path through the common areas.

(2) two (2) shuffle board courts and a badminton

This Instrument Was Prepared By  
E. DAVID JOHNSON  
Attorney at Law

131 Taylor St., Palm Jorda, Fla. 33950

RECORD VERIFIED - Betty C. [unclear]

By Joan Keeney

*Does appropriate  
must be 100  
previous lien on  
subject unit.  
10/30/87*

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050  
517



court located in Phase I.

(3) an elevated boardwalk and lookout point located in Phase II located near Lemon Bay

(4) benches, rest areas, nature trails and picnic areas in various common open areas.

1.2 NAME. The name by which this condominium is to be identified is FOREST PARK, a condominium. The name of the condominium association shall be FOREST PARK CONDOMINIUM ASSOCIATION, INC. The address of the Association is 4260 Placida Road, Grove City, Florida.

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

See Exhibit "A-1" attached hereto and by reference made a part hereof.

2. DEFINITIONS. The terms used herein and in the By-Laws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

2.1 APARTMENT means a part of the condominium property which is subject to private ownership and is synonymous with "unit".

2.2 APARTMENT BUILDINGS means a separate building containing units or apartments.

2.3 APARTMENT OWNER means the fee simple owner of a condominium parcel or the owner of any lesser estate excluding however, a tenant or lessee, and also excluding the Association if it acquires title to one or more apartments.

2.4 ASSESSMENT means a share of the funds required for the payment of common expenses, which from time to time is assessed against the apartment owner.

2.5 ASSOCIATION means FOREST PARK CONDOMINIUM ASSOCIATION, INC. and its successors. Initially the Association will operate FOREST PARK, Phase I. When developed, Phases II and III will be operated by the Association, it being the intent that all phases are part of a total development.

2.6 BY-LAWS means the Association By-Laws for the government of the condominium as they exist from time to time.

2.7 COMMON ELEMENTS means the portions of the condominium property not included in the unit or apartment and shall include:

2.7.1 The tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association.

2.7.2 The personal property and installations required for furnishing utility and other services to more than one apartment or to an apartment other than the apartment containing the installation concerned, such as electric, gas, water, heating, air conditioning, garbage, sewer, telephone and cable T-V.

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

2.7.4 The land and the parts of the apartment buildings not included in the several apartments.

2.7.5 All other portions or elements of the condominium

OR 747 PG 839

property which are rationally of common use or necessity to the existence, upkeep and safety of the condominium.

2.8 COMMON EXPENSES means the expenses for which the several apartment owners are liable to the Association and include:

2.8.1 Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portion of apartments to be maintained by the Association.

2.8.2 Expenses declared common expenses by provisions of this Declaration, the By-Laws or by proper resolution of the Association.

2.8.3 Any valid charge against the condominium as a whole.

OR 747 PG 840

2.9 COMMON SURPLUS means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements over the amount of common expenses.

2.10 CONDOMINIUM means that form of ownership of condominium property under which units or improvements are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

2.11 CONDOMINIUM PARCEL means a unit together with an undivided share in the common elements which is appurtenant to the unit.

2.12 CONDOMINIUM PROPERTY means and includes the land in a condominium whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.13 THE CONDOMINIUM DOCUMENTS shall be this Declaration together with the following exhibits which are made a part hereof:

- Exhibit "A-1" - Legal description of FOREST PARK Phase I
- Exhibit "A-2" - Legal description of Phase II
- Exhibit "A-3" - Legal description of Phase III
- Exhibit "B" - Survey and plot plan, elevation schematic, floor plans and surveyor certificate which is recorded in Condominium Plat Book 4 at Page 30-A-I
- Exhibit "C" - Articles of Incorporation of FOREST PARK CONDOMINIUM ASSOCIATION, INC.
- Exhibit "D" - By-Laws of FOREST PARK CONDOMINIUM ASSOCIATION, INC.

2.14 LIMITED COMMON ELEMENTS means and includes those common elements which are reserved for the use of a particular unit or units to the exclusion of other units.

2.15 RECORD OWNER - Fee simple owner as reflected by the Charlotte County, Florida, public records, or records of the Association.

2.16 SINGULAR, PLURAL GENDER - Whenever the context so

permits, the use of the singular shall include the plural; the plural, the singular; and the use of any gender shall be deemed to include all genders.

**2.17 UNIT** - Synonymous with "Apartment".

**2.18 UTILITY SERVICES** as used in the Condominium Act and construed with reference to this condominium, and as used in this Declaration and By-Laws, shall include but not be limited to electric power, telephone, water, garbage, trash and sewage disposal.

**2.19 INSTITUTIONAL MORTGAGEE** is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank, life insurance company, federal or state savings and loan, union pension fund, federal or state governmental agency or authority, the Developer or a lender generally recognized as an institutional type lender.

**3. DEVELOPMENT PLAN.** The condominium is described and established as follows:

**3.1 SURVEY AND PLOT PLAN.** A survey and plot plan of the land showing the apartment buildings and improvements being submitted to a condominium by the Declaration, is attached as Exhibit "B".

**3.2 EASEMENTS.** Easements are reserved through the condominium property as may be required for utility services in order to adequately serve the condominium, provided, however, such easements through an apartment shall be only according to the plans and specifications for the building containing the apartment, or as the building is constructed, unless approved in writing by the apartment owner. Non-exclusive easements, for the uses and benefits of occupants, are hereby granted for ingress and egress to the public roadways over the walks and parking areas serving the units of the Condominium as part of the common elements.

**3.3 IMPROVEMENTS.** The improvements upon the land include the following:

**3.3.1 APARTMENT BUILDINGS.** The Condominium, when constructed in its entirety, shall include twenty-five (25) buildings as heretofore described in the "Statement of Facts". Each of the buildings shall contain four (4) apartments, two on each end and two in the center of the building elevated above a four car parking area. Each apartment consists of a living room, two bedrooms, two baths, a kitchen, dining area, storage/laundry room and a screened porch.

**3.3.2 OTHER IMPROVEMENTS.** Other improvements consist of the amenities as described in the Statement of Facts.

**3.4 APARTMENTS.** General provisions, the following provisions shall apply to each apartment or unit:

**3.4.1 BOUNDARIES.** Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which boundaries are as follows:

**A. UPPER AND LOWER BOUNDARIES.** The upper and lower boundaries of each apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) **UPPER BOUNDARY.** The horizontal plane of the undecorated finished ceiling, including the undecorated finished ceiling or overhead of any porch or veranda.

(2) **LOWER BOUNDARY.** The plane of the undecorated finished floor, including the plane of the undecorated finished floor of any porch or veranda.



**B. PERIMETRICAL BOUNDARIES.** The perimetrical boundaries of the apartment shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) **APARTMENT INTERIORS** - the perimetrical boundaries of the apartment unit shall be the verticle planes of the undecorated finished interior walls bounding the unit extended to intersections with each other and with the Upper and Lower boundaries.

(2) **PORCH OR VERANDA BOUNDARIES** - included within each unit is a porch or veranda. The perimetrical boundaries of the porch or veranda shall be the verticle planes of the undecorated finished walls bounding the porch or veranda extended to intersections with each other and the Upper and Lower boundaries and the unpainted finished surface of the perimeter ballistrades or railing abutting or enclosing the porch or veranda.

**3.5 LIMITED COMMON ELEMENTS.** A covered parking space beneath each apartment building and a contiguous laundry/storage area as shown on Exhibit "B" are limited common elements and are for the sole and exclusive use of the correspondingly lettered units.

**3.6 COMMON ELEMENTS.** The common elements shall include the land and all other parts of the condominium not within the apartments.

**3.7 SHARED USE OF COMMON ELEMENTS.** Condominium unit owners shall have usage of the common elements described in the Declaration.

**3.8 AMENDMENT OF PLANS AND COMPLETION OR ADDITION OF IMPROVEMENT:**

**3.8.1 ALTERATION OF APARTMENT PLANS.** Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, so long as Developer owns the units altered. No such change shall increase the number of apartments beyond a total of one hundred (100), nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, apartment owners, and owners of Mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements which are appurtenant to the units concerned.

**3.8.2 AMENDMENT OF DECLARATION.** An amendment of this Declaration reflecting such alteration of apartment plans by the Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, apartment owners, or lienors or Mortgagees of apartments or of the Condominium, whether or not elsewhere required for an amendment.

Until such time as the Developer turns over control of the Condominium Association to the unit owners, the Developer specifically reserves the right, without joinder of any person, to make such changes in the Declaration and its attachments or in the plan of development, as may be required by any lender, governmental authority or as may be in its judgment necessary or desirable to carry out its overall plan for the Condominium, provided, that such amendment shall not increase the proportion of common expenses, nor decrease the ownership of common elements born by the condominium owners.

**4. THE APARTMENTS.** The apartments of the Condominium are described more particularly and the entitlements and obligations of the owners established as follows:

**4.1 APARTMENT PLANS.** Attached is Exhibit "B" delineating

typical apartment floor plans.

**4.2 APARTMENT NUMBERS.** The identification of each unit shall be by building number and unit letter A, B, C, D and the same shall be indicated on Exhibit "B".

**4.3 APPURTANCES TO APARTMENTS.** The owner of each apartment shall own a share and certain interest in the condominium property which are appurtenant to his apartment, including but not limited to the following items which are appurtenant to the several apartments as indicated:

**4.3.1 COMMON ELEMENTS AND COMMON SURPLUS.** The undivided share in the land, and other common elements and in the common surplus which is appurtant to each apartment is as follows:

An undivided 1/28 share to each owner of an apartment.

**4.3.2 AUTOMOBILE PARKING SPACE.** There are four (4) covered parking spaces beneath each apartment building. Each unit within the apartment building shall be entitled to the use of one (1) covered space as a limited common element. All other parking spaces are located outside the buildings and shall be designated to apartment owners and their guests by the Condominium Association according to their rules and regulations.

**4.3.3 UTILITY OR STORAGE AREA.** A utility or storage area as shown on Exhibit "B" is contiguous to each covered parking space. Each unit within the apartment building is entitled to the exclusive use of one (1) such area as a limited common element.

**4.3.4 ASSOCIATION MEMBERSHIP.** Each apartment owner shall be a member in the Association and shall share in the funds and assets held by the Association.

**4.3.5** Each apartment owner shall be liable for a proportionate share of the common expenses as follows:

1/28 for each owner of an apartment.

It is specifically covenanted, however, that the undivided share of the common elements, common surplus, and common expenses of an apartment owner may change in the event Phases II and III as described in the "Statement of Facts", are constructed. The ownership of common elements, common surplus, and the sharing of common expenses shall change from an undivided 1/28 as described above to an undivided 1/76 if Phase II is developed or in the event Phase III is added, 1/100 share. The adding of Phases II and III shall be by separate amendments of each Phase to this Declaration of Condominium which amendment shall be executed by the Developer. It shall not be necessary to obtain the execution and consent of any existing unit owners. At such time as Phase II is submitted to condominium ownership and developed, the percentage of ownership of all unit owners shall be 1/76 and at such time as Phase III is submitted to condominium ownership and developed, the percentage of ownership of all unit owners shall be 1/100.

**5. MAINTENANCE, ALTERATION AND IMPROVEMENTS.** Responsibility for the maintenance of the condominium property, and restrictions upon the alteration and improvement therein, shall be as follows:

**5.1 APARTMENTS**

**5.1.1 BY THE ASSOCIATION.** The Association shall maintain, repair and replace at the Association's expense:

A. all boundary walls and boundary slabs of a unit except interior finished surfaces, and all portions of a unit contributing to the support of the apartment building, which portions

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to be maintained shall include but not be limited to the outside walls of the apartment buildings and all fixtures on its exterior boundary walls of the units, floor and ceiling slabs, load-bearing columns and load-bearing walls;

B. balconies and verandas, except the painting of the floor and inside of walls;

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

D. the limited common elements except the unit owner shall maintain the interior of the laundry or storage area including the painting of walls, ceiling and floor;

E. all incidental damage caused to a unit by the Association in completing any of the foregoing work shall be repaired promptly at the expense of the Association; and

F. provided that the Association shall have the authority to require unit owners at their expense to maintain, repair and replace awnings, screens and glass for windows and glass doors within their respective units except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

**5.1.2 BY THE APRTMENT OWNER.** The responsibility of the apartment owner shall be as follows:

A. 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. This shall be done without disturbing the rights of other unit owners.

B. The portions of a unit to be maintained, repaired and replaced by the unit owner at his expense shall include but not be limited to the following items: air handling equipment for space cooling and heating, service equipment, such as dishwasher, laundry, refrigerator, oven and stove, whether or not electrical and plumbing fixtures, window glass, screens, floor coverings except the floor slab; and inside paint and other inside wall finishes. The unit owner shall maintain all air conditioning and heating equipment appurtenant to his unit and located outside the unit and the interior of the limited common element designated as the laundry or storage area.

C. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building. Balconies, verandas and porches that are not closed against the weather shall be included in this restriction.

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

**5.1.3 ALTERATION AND IMPROVEMENT.** Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alterations in the portions of an apartment or apartment building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the apartment building, or impair any easements, without first obtaining approval in writing of owners of all other apartments in the same building and approval of the Board of Directors of the Association. A copy of the plans for such work prepared by an engineer licensed to practice in this State shall be filed with the Association prior to the start of the work.

## 5.2 COMMON ELEMENTS

5.2.1 BY THE ASSOCIATION - The maintenance and operation of the common elements shall be the responsibility and expense of the Association.

5.2.2 ALTERATION, IMPROVEMENT AND ADDITIONS. After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration, further improvements, nor additions to the common elements without prior approval in writing by the record owners of all of the apartments; provided, however, that any alteration or improvement of the common elements bearing the approval in writing of the record owners of more than fifty percent (50%) of the ownership, and which does not interfere with the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the cost thereof. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares which their shares in the common elements bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements which are altered or further removed, whether or not the apartment owner contributed to the cost thereof. Major additions to the common elements may be acquired only with approval of the seventy-five percent (75%) of all record owners of the apartments.

6. ASSESSMENTS. The making and collection of assessments shall be born by the unit owners on a pro-rata basis on the same basis as ownership of common elements and as provided in the By-Laws.

6.1 INTEREST; APPLICATION OF PAYMENTS. The portions of assessments and installments on assessments that are not paid when due shall bear interest at the rate of ten per cent (10%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due.

6.2 LIEN FOR ASSESSMENTS. The Association shall have a lien on each condominium parcel and the tangible personal property located therein for any unpaid assessments and interest owed by the unit owner of such condominium parcel. Said lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the public records of the county in which the condominium parcel is located or a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of liens shall include only assessments which are due and payable when the claim of lien is recorded. Such claims of liens shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment of the lien the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien.

6.3 RENTAL PENDING FORECLOSURE. In any foreclosure of a lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

6.4 ASSESSMENTS PENDING FORECLOSURE. Where the Mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer or title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the

Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which becomes due prior to acquisition of title as a result of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed Mortgage. Such unpaid share of common expenses assessments is collectible from all of the unit owners including such acquirer, his successors, and assigns. The foregoing provisions may apply to any Mortgage of record and shall not be restricted to first mortgages of record. A Mortgagee acquiring title to a condominium parcel as a result of foreclosure or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

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

7.1 NAME. The name of the Association is FOREST PARK CONDOMINIUM ASSOCIATION, INC..

7.2 POWERS. The Association shall have all of the powers and duties set forth in the Condominium Act, the Declaration of Condominium, the Articles of Incorporation and the By-Laws to the extent that they are not inconsistent with the condominium act.

7.3 MEMBERS.

7.3.1 QUALIFICATION. The members of the Association shall consist of all of the record owners of the apartment.

7.3.2 CHANGE OF MEMBERSHIP. After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Charlotte County, Florida a deed or other instrument establishing a record title to an apartment in the Condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

7.3.3 VOTING RIGHTS. The members of the Association shall be entitled to cast votes for each apartment owned by them. The total vote of all owners is twenty-eight (28) unless increased to a maximum of seventy-six (76) when Phase II is built and one hundred (100) when Phase III is built. Each apartment shall be entitled to one (1) vote.

7.3.4 DESIGNATION OF VOTING REPRESENTATIVE. If an apartment is owned by one person, his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid unless revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

7.3.5 APPROVAL OR DISAPPROVAL OF MATTERS. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be

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expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

**7.3.6 RESTRAINT UPON ASSIGNMENT OF SHARE IN ASSETS.**

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

**7.3.7 LIMITATION OF LIABILITY.**

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

**7.4 BOARD OF DIRECTORS.**

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

**7.5 INDEMNIFICATION.**

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

**7.6 LIMITATION UPON LIABILITY OF ASSOCIATION.**

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

**7.7 BY-LAWS.**

The By-Laws of the Association shall be the form attached as Exhibit "D".

**7.8 TRANSFER OF CONTROL.**

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

**8. INSURANCE.** The insurance, other than title insurance,

which shall be carried upon the Condominium property and the property of the apartment owners shall be governed by the following provisions:

**8.1 AUTHORITY TO PURCHASE.** All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and the owners, and their Mortgagees, as their interest may appear, and provision shall be made for the issuance of certificates or such Mortgagee endorsements to the Mortgagees of apartment owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses.

**8.2 COVERAGE.**

**8.2.1 CASUALTY.** All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

A. Loss or damage by fire and other hazards covered by a standard extended coverage endorsements, and

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

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

**8.2.3 WORKMEN'S COMPENSATION.** Workmen's Compensation policy to meet the requirements of law.

**8.2.4 FLOOD INSURANCE.** Flood insurance coverage on all buildings shall be obtained in an amount not less than the minimum amount available under the National Flood Insurance Program.

**8.2.5 OTHER INSURANCE.** Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

**8.3 PREMIUMS.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

**8.4 INSURANCE TRUSTEE, SHARES OF PROCEEDS.** All insurance policies proceeds purchased by the Association shall be for the benefit of the Association and the apartment owners and their Mortgagees as their interest may appear and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which shall be a bank with Trust powers doing business in Charlotte or Sarasota County approved by the Board of Directors of the Association. The Insurance Trustee shall not be liable for payment of premiums nor the renewal of the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their Mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

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8.4.1 COMMON ELEMENTS. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements.

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

(1) When a building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(2) Should the condominium be terminated, as elsewhere provided herein, and the buildings not be restored then an undivided share for each apartment, such share being the same as the undivided share in the common elements appurtenant to such apartment.

8.4.3 MORTGAGES. In the event a Mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the Mortgagee and the apartment owner as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

8.5 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

8.5.1 EXPENSE OF THE TRUST. All expenses of the Insurance Trustee shall be first paid or provisions made therefore.

8.5.2 RECONSTRUCTION OR REPAIR. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of an apartment and may be enforced by such Mortgagee.

8.5.3 FAILURE TO RECONSTRUCT OR REPAIR. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of an apartment and may be enforced by such Mortgagee.

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

8.6 ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each apartment owner and for each owner of a Mortgage or other lien upon an apartment and for each owner or any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

9. RECONSTRUCTION AND REPAIR AFTER CASUALTY.

9.1 DETERMINATION TO RECONSTRUCT OR REPAIR. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

9.1.1 COMMON ELEMENT. If the damaged improvement is a

common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

### 9.1.2 APARTMENT BUILDINGS

(1) Determination whether to reconstruct and repair. Whether or not condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

A. Lesser damage. If units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tentable after the casualty, the damaged property shall be reconstructed and repaired.

B. Major damage. If units to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenatable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(i) Immediately after the determination of the amount of insurance proceeds, the Association shall give to all unit owners of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

(ii) The notice shall call a meeting of unit owners to be held within thirty (30) days from the mailing of the notice.

(iii) If the reconstruction and repair is approved at the meeting by the owners of seventy-five per cent (75%) of the common elements, the damaged property will be reconstructed and repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided.

(iv) The approval of a unit owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.

(v) The expense of this determination shall be assessed against all unit owners as a common expense.

C. CERTIFICATE. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

9.2 PLANS AND SPECIFICATIONS. Any reconstruction or repair must be substantially in accordance with plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is an apartment building, by the owners of all damaged apartments therein which approvals shall not be unreasonably withheld.

9.3 RESPONSIBILITY. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 ESTIMATE OF COSTS. Immediately after a determination to rebuild or repair damage to property for which the Association has

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the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

**9.5 ASSESSMENTS: DETERMINATION OF SUFFICIENCY OF FUNDS.**

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the owner and not common to other units shall be assessed to the owner of the unit.

**9.6 CONSTRUCTION FUNDS.** The funds for payment of costs, costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

**9.6.1 ASSOCIATION.** If the total of assessments made by the Association in order to provide funds for payment of costs or reconstruction and repair which is the responsibility of the Association is more than Five Thousand Dollars (\$5,000.00) then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

**9.6.2 INSURANCE TRUSTEE.** The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

**A. APARTMENT OWNER.** Any portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner or if there is a Mortgagee endorsement as to such apartment, then to the apartment owner and the Mortgagee jointly, who may use such proceeds as they may be advised.

**B. ASSOCIATION-LESER DAMAGE.** If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand Dollars (\$5,000.00) then the construction fund shall be disbursed in payment of such costs upon the order of the Association, provided, however, that upon request to the Insurance Trustee by a Mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the construction and repair of major damage.

**C. ASSOCIATION-MAJOR DAMAGE.** If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand Dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an engineer qualified to practice in Florida and employed by the Association to supervise the work.

**D. SURPLUS.** It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and

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repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part in a distribution to a beneficial owner which is not in excess of assessments paid by such owner into a construction fund shall not be made payable to any Mortgagee.

**E. CERTIFICATE.** Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an engineer or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a Mortgagee is herein required to be named as payee the Insurance Trustee shall also name the Mortgagee as payee; and further provided that when the Association, or a Mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires the approval of an engineer named by the Association shall be first obtained by the Association.

**10. USE RESTRICTIONS.** The use of the property of the condominium shall be in accordance with the following provisions so long as the condominium exists upon the land:

**10.1 APARTMENTS.** Each of the apartments shall be used as a single family residence only and for no other purpose. Except as reserved to Developer, no apartment may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred, without first amending this Declaration to show the changes in the apartments to be effected thereby.

**10.2 COMMON ELEMENTS.** The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

**10.3 NUISANCES.** No nuisances shall be allowed upon the condominium property, nor any use or practice which is a source of annoyance to residents or which interferes with the peaceful possession or proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of common elements which will increase the rate of insurance upon the condominium property.

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

**10.5 LEASING.** Apartments may be leased in accordance with rules and regulations from time to time adopted by the Board of Directors of the Association and upon approval by 2/3rds vote of the unit owners.

**10.6 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; provided, however, that all such regulations and amendments thereto shall be approved by not less than two-thirds (2/3) of the votes of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval or objection in writing. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

**10.7 USE OF COMMON AREAS.** In addition to such regulations as may be from time to time duly adopted with respect to common areas, the following restrictions shall be applicable thereto:

**10.7.1** No part of the condominium property, including assigned parking spaces, shall be used for the storage of travel trailers, utility trailers, boats or boat trailers.

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

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

**10.7.4** No outdoor clothes drying shall be allowed unless otherwise provided by the rules and regulations adopted by the Association in which event they shall be located within the side yard of an apartment building and shall be completely shielded from view through the use of shrubbery.

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

**10.8 PROVISIO.** Provided, however, that until the Developer has completed and sold all of the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sales of the apartments. Developer may make such use of the unsold units and common areas as it may find in its own best interest, including but not limited to maintenance of a sales office, one or more models, the showing of the property and display of signs and the leasing of unsold units.

**11. MAINTENANCE OF COMMUNITY INTERESTS.** In order to maintain a community of congenial residents and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists and any of the apartment buildings in useful condition exist upon the land, which provisions each owner covenants and observes:

**11.1 TRANSFERS SUBJECT TO APPROVAL.**

**11.1.1 SALE.** No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association except to an apartment owner.

**11.1.2 LEASE.** No apartment owner may lease, except as otherwise provided herein.

**11.1.3 GIFT, DEVISE OR INHERITANCE.** If any apartment owner shall acquire his title by gift, devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

**11.1.4 OTHER TRANSFERS.** If any apartment owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership to his

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apartment shall be subject to the approval of the Association.

11.2 APPROVAL BY THE ASSOCIATION. The approval of the Association which is required for the transfer of ownership of apartments shall be obtained in the following manner:

11.2.1 NOTICE TO ASSOCIATION.

A. SALE. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice may include a demand by the apartment owner that the Association furnish a purchaser 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.

B. GIFT; DEVISE OR INHERITANCE; OTHER TRANSFERS. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

C. FAILURE TO GIVE NOTICE. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, 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.

11.3 CERTIFICATE OF APPROVAL. OR 747 PG 854

11.3.1 SALE. If the proposed transaction is a sale then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Charlotte County, Florida.

11.3.2 GIFT; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the apartment owner giving notice has acquired his title by gift, devise or 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 apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the apartment owner and shall be recorded in the Public Records of Charlotte County, Florida.

11.4 DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed in the following manner:

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

A. At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the rejected agreement, 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 Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; 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.

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

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

(3) If the Association shall fail to provide a purchaser upon demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

11.4.2 GIFTS, DEVISE OR INHERITANCE; OTHER TRANSFERS. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase to whom the owner must sell the apartment upon the following terms:

A. 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, 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 apartment; and a judgment by 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.

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

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

(3) If the Association shall fail to provide a purchaser as herein required 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.

11.5 MORTGAGE. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, federal or state savings and loan association or the Developer. The approval of any other Mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

**11.6 EXCEPTIONS.** The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by an (institutional) Mortgagee, which acquires its title as the result of owning a Mortgage upon the apartment concerned, and this shall be so whether the title is acquired by Deed from the Mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an institutional Mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquired the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

**11.7 UNAUTHORIZED TRANSACTIONS.** Any sale, Mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

**11.8 NOTICE OF LIEN OR SUIT.**

**11.8.1 NOTICE OF LIEN.** An apartment owner shall give notice to the Association of every lien upon his apartment other than for permitted Mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

**11.8.2 NOTICE OF SUIT.** An apartment owner shall give notice to the Association of every suit or other proceeding which may affect the title to his apartment, such notices shall be given within five (5) days after the apartment owner receives knowledge thereof.

**11.8.3** Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

**12. COMPLIANCE AND DEFAULT.** Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominiums, By-Laws and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of an apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act.

**12.1 NEGLIGENCE.** An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense, is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements.

**12.2 COSTS AND ATTORNEY'S FEES.** In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws and Regulations adopted pursuant thereto, and said documents and regulations 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's fees as may be awarded by the Court including without limitation, an appellate Court.

**12.3 NO WAIVER OF RIGHTS.** The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the By-Laws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

**13. AMENDMENTS.** This Declaration of Condominium and the By-Laws of FOREST PARK CONDOMINIUM ASSOCIATION, INC., may be amended



in the following manner as well as in the manner elsewhere provided:

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

13.2 RESOLUTION. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors may express their approval in writing. Except as elsewhere provided, such approvals must be by not less than seventy-five per cent (75%) of the votes of the members of the Association.

13.3 AGREEMENT. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of apartments in the condominium in the manner required for the execution of a Deed, and such amendment shall be effective when recorded in the Public Records of Charlotte County, Florida.

13.4 PROVISO. Provided, however, that no amendment shall discriminate against any apartment owner or against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment concerned and all record owners of Mortgages thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record owners of all Mortgages upon apartments in the condominium shall join in the execution of the amendment.

13.5 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a Deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Charlotte County, Florida.

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

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

14.2 AGREEMENT. The condominium may be terminated at any time by the approval in writing of all of the owners of the condominium, and by all record owners of Mortgages upon apartments therein owned by a bank, life insurance company, or a federal or state savings and loan association; or if a proposal to terminate is submitted to a meeting of the members of the Association the notice of which meeting gives notice of the proposed termination and if the approval of the owners of not less than seventy-five per cent (75%) of the common elements, and of the record owners of all Mortgages upon apartments in the condominium owned by a bank, life insurance company or a federal or state savings and loan association 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 apartments of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

14.2.1 EXERCISE OF OPTION. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased of an agreement to purchase signed by the record owners of apartments who will participate



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in the business. Such agreement shall indicate which apartments will be purchased by each participating owner and shall agree to purchase all of the apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

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

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

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

14.3 CERTIFICATE. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Charlotte County, Florida.

14.4 SHARE OF OWNERS AFTER TERMINATION. After termination of the condominium the apartment owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective Mortgagees and lienees shall have Mortgages and liens upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

14.5 AMENDMENT. This section concerning termination cannot be amended without consent of all apartment owners and of all owners of Mortgages required to approve termination by agreement.

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

16. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the By-Laws and Regulations of the Association shall not affect the validity of the remaining portions thereof.


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




Attest:  
By: Albert W. Bader  
ALBERT W. BADER, Secretary

PINE TRACE CORPORATION,  
a Florida corporation  
By: Gaston LeBrun  
GASTON LeBRUN, President

The foregoing instrument was acknowledged and attested to before me this 15th day of April, 1983 by GASTON LeBRUN, President and ALBERT W. BADER, Secretary of PINE TRACE CORPORATION, a Florida corporation, on behalf of the corporation.

  
Notary Public  
My commission expires:

**DONALD E. BADER**  
My Commission Expires November 22, 1989  
Bonded by U.S. Fidelity & Guaranty



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JOINER OF MORTGAGEE

FIRST PENNSYLVANIA BANK N. A., herein called the Mortgagee, the owner and holder of a mortgage recorded March 12, 1982, in Official Record Book 692, page 1531, of the public records of CHARLOTTE County, Florida, which mortgage is a first lien on the real estate described in such mortgage, joins in the foregoing Amended Declaration of Condominium solely for purposes of consenting to the recording of the Amended Declaration of Condominium, and the Mortgagee agrees that the lien of its mortgage on the real estate described in Exhibit "A-1" to the Declaration of Condominium shall be upon the following described property in CHARLOTTE County, Florida:

All of the condominium units of FOREST PARK CONDOMINIUM Phase I according to the Declaration of Condominium, less and except units 21A, B, C & D and units 23A, B, C, & D heretofore released from the aforesaid mortgage

TOGETHER WITH all of the appurtenances to the units, including, but not limited to, all of the undivided shares in the common elements.

Nothing contained in this Joinder shall affect the validity or priority of the lien of this Mortgage as a first lien on both the real estate subject to the Declaration of Condominium (and not heretofore released from the aforesaid mortgage) and the real estate which is not subject to the Declaration of Condominium.

By execution of this Joinder, Mortgagee does not assume any of the obligations of Pine Trace Corporation under the Declaration of Condominium.

FIRST PENNSYLVANIA BANK N. A.

By: Elliott B. Shivers  
Vice President

By: Agnes P. Walters  
Asst. Secretary

Signed, sealed and delivered in the presence of:

W. Haney  
Daphne Karas

COMMONWEALTH OF PENNSYLVANIA: : SS.  
COUNTY OF PHILADELPHIA :

The foregoing instrument was acknowledged and attested to before me this 13<sup>th</sup> day of June, 1983, by Elliott B. Shivers, Vice President of FIRST PENNSYLVANIA BANK N. A., on behalf of said Bank.

M. Alberta Ashenbrenner  
Notary Public

My Commission Expires: M. ALBERTA ASHENBRENNER  
Notary Public, Phila., Phila. Co.  
My Commission Expires Dec. 12, 1983



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CONTINENTAL BANK, Norristown, Pennsylvania, herein called the Mortgagee, the owner and holder of a mortgage upon the following lands in Charlotte County, Florida:

Legal description attached Exhibits "A-1", "A-2" and "A-3" to the Declaration of Condominium (less and except those units and their proportionate share of the common elements heretofore released from the lien of the above mortgage)

which mortgage is dated September 30, 1980, and is recorded in Official Records Book 644 Page 939, of the Public Records of Charlotte County, Florida, joins in the making of the foregoing Amended Declaration of Condominium, and the Mortgagee agrees that the lien of its mortgage shall be upon the following described property in Charlotte County, Florida:

All of the units of FOREST PARK CONDOMINIUM Phase I according to the Declaration of Condominium less and except units 21 A, B, C, & D and units 23 A, B, C, & D heretofore released from the aforesaid Mortgage

TOGETHER with all of the appurtenances to the units including but not limited to the undivided shares in the common elements.

Nothing contained in this Joinder shall affect the validity or priority of the lien of this Mortgage as a lien on both the real estate subject to the Declaration of Condominium (and not heretofore released from the aforesaid mortgage) and the real estate, if any, which is not subject to the Declaration of Condominium.

By execution of this Joinder, Mortgagee does not assume any of the obligations of Pine Trace Corporation under the Declaration of Condominium, which obligations shall continue to be the sole obligations of Pine Trace Corporation.

CONTINENTAL BANK

By: Arthur B. Konow  
Vice President

Harold R. Kuser  
SECRETARY

Signed, sealed and delivered in the presence of:

Shirley Polopski  
S. Wayne Allen

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF PHILADELPHIA :

The foregoing instrument was acknowledged and attested to before me this 6th day of July, 1983, by Arthur B. Konow, Vice President, and by Harold R. Kuser, Secretary of CONTINENTAL BANK, on behalf of said Bank.

Shirley Polopski  
Notary Public  
My commission expires:  
HELEN M. KATZ  
Notary Public, Philadelphia Co.  
My Commission Expires Oct 6, 1984

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The following persons constituting all of the owners of the condominium units heretofore conveyed by Pine Trace Corporation pursuant to the Declaration of Condominium recorded in Official Record Book 711, Page 1687, Condominium Plat Book 3, Page 63A-I as amended in Official Record Book 718, Page 354, Condominium Plat Book 4, Pages 6A through 6I of the Public Records of Charlotte County, Florida, hereby join in and consent to this amendment to the Declaration of Condominium of FOREST PARK.

As to Units 21 A, B, C & D

Albert W. Bader  
Witness to Delestrel

DELESTREL DEVELOPMENT LIMITED

E. David Johnson  
Witness to Delestrel

By: Gaston LeBrun  
Gaston LeBrun, President

As to Unit 23A

E. David Johnson  
Witness to Bader

Albert W. Bader  
Albert W. Bader

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Carol M. Stephens  
Witness to Bader

As to Units 23C and 23D

Albert W. Bader  
Witness to both Lowery's

John C. Lowery  
John C. Lowery

Albert W. Bader  
Witness to both Lowery's  
Gaston LeBrun  
Witness to both Lowery's

Annabelle Lowery  
Annabelle Lowery

As to Unit 23B

Karen Halden  
Witness to Hedden

Alan Hedden  
Alan Hedden

Mary Jane G. Morris  
Witness to Hedden

E. David Johnson  
Witness to Bader

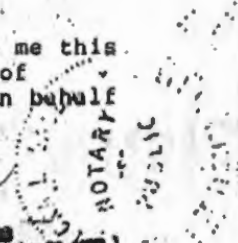
Albert W. Bader  
Albert W. Bader

Carol M. Stephens  
Witness to Bader

STATE OF FLORIDA:  
COUNTY OF CHARLOTTE:

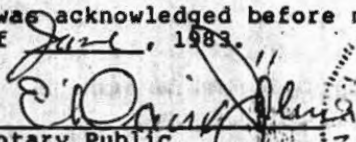
The foregoing instrument was acknowledged before me this 14th day of July, 1983 by GASTON LeBRUN, President of DELESTREL DEVELOPMENT LIMITED, a Canadian corporation, on behalf of the corporation.

Gaston LeBrun  
Notary Public  
My commission expires November 22, 1983



STATE OF FLORIDA:  
COUNTY OF CHARLOTTE:

The foregoing instrument was acknowledged before me by  
ALBERT W. BADER, this 7<sup>th</sup> day of June, 1983.

  
Notary Public

My commission expires: 11-30-86

STATE OF FLORIDA:  
COUNTY OF CHARLOTTE:

The foregoing instrument was acknowledged before me by  
JOHN C. LOWERY and ANNABELLE LOWERY, this 1<sup>st</sup> day of July,  
1983.

  
Notary Public

My commission expires:

**DONA L. BARRIS**  
My Commission Expires November 22, 1985  
Bonded by U.S. Fidelity & Guaranty

STATE OF FLORIDA:  
~~COUNTY OF CHARLOTTE~~  
COUNTY OF CHARLOTTE :

The foregoing instrument was acknowledged before me by  
ALAN HEDDEN, this 1<sup>st</sup> day of July, 1983.

  
Notary Public

My commission expires:

**Notary Public, State of Florida**  
My Commission Expires May 20, 1985  
Bonded thru Trust Title Insurance Co.

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DESCRIPTION: FOREST PARK PHASE I - TRACT A

A portion of Tracts 48, 49, 55 and 56, THE GROVE CITY LAND COMPANY, SUBDIVISION of Sections 20 and 21, Township 41 South, Range 20 East, according to the plat thereof, as recorded in Plat Book 1, Page 18, of the Public Records of Charlotte County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of the East  $\frac{1}{2}$  of said Tract 55; thence S-00°-12'-06"-W, along the West line of the East  $\frac{1}{2}$  of said Tract 55, a distance of 215.0 feet; thence N-68°-19'-12"-E, a distance of 117.46 feet; thence S-78°-07'-25"-E, a distance of 155.43 feet; thence N-45°-05'-56"-E, a distance of 151.27 feet; thence N-38°-36'-04"-W, a distance of 72.94 feet; thence N-09°-13'-15"-W, a distance of 199.03 feet; thence N-42°-37'-19"-E, a distance of 127.56 feet; thence S-87°-20'-17"-E, a distance of 64.0 feet; thence N-02°-39'-43"-E, a distance of 5.0 feet, to the Point of Curvature of a circular curve to the right; thence Northerly and Easterly, along the arc of said curve, having a radius of 15.0 feet, an arc distance of 23.56 feet, to the Point of Tangency; thence S-87°-20'-17"-E, a distance of 8.0 feet; thence N-02°-39'-43"-E, a distance of 50.0 feet, to a point on the arc of a circular curve, whose radius point bears N-02°-39'-43"-E, from said point; thence Westerly and Northerly, along the arc of said curve, having a radius of 15.0 feet, an arc distance of 23.56 feet, to the Point of Tangency; thence N-02°-39'-43"-E, a distance of 80.0 feet, to the Point of Curvature of a circular curve to the right; thence Northerly, along the arc of said curve, having a radius of 159.92 feet, an arc distance of 40.80 feet, to the Point of Tangency; thence N-17°-16'-46"-E, a distance of 11.29 feet, to the Southerly Right-of-Way line of State Road No. 775; thence N-72°-43'-15"-W, along said Southerly Right-of-Way line, a distance of 465.96 feet, to the Point of Curvature of a circular curve to the right; thence Northwesterly, along the arc of said curve, having a radius of 931.95 feet, and also along said Southerly Right-of-Way line, an arc distance of 14.80 feet, to the Westerly line of the East  $\frac{1}{2}$  of said Tract 56; thence S-00°-42'-59"-W, along the Westerly line of the East  $\frac{1}{2}$  of said Tract 56, a distance of 605.80 feet, to the Point of Beginning.

Containing 6.20 acres, more or less.

OR 747 PG 864

PHASE I : TRACT B

DESCRIPTION: FORIST PARK RECREATION AREA

A portion of Tracts 48, 49, 55 and 56, THE GROVE CITY LAND COMPANY, SUBDIVISION, of Sections 20 and 21, Township 41 South, Range 20 East, according to the plat thereof, as recorded in Plat Book 1, Page 18, of the Public Records of Charlotte County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of the East  $\frac{1}{2}$  of said Tract 55; thence S-00°-12'-06"-W, along the Westerly line of the East  $\frac{1}{2}$  of said Tract 55, a distance of 215.0 feet; thence N-68°-19'-12"-E, a distance of 117.46 feet; thence S-78°-07'-25"-E, a distance of 155.43 feet; thence N-45°-05'-56"-E, a distance of 45.0 feet, to the Point of Beginning of this description; thence continue N-45°-05'-56"-E, a distance of 106.27 feet; thence N-38°-36'-04"-W, a distance of 72.94 feet; thence N-09°-13'-15"-W, a distance of 199.03 feet; thence N-42°-37'-19"-E, a distance of 127.56 feet; thence S-87°-20'-17"-E, a distance of 15.0 feet; thence S-02°-39'-43"-W, a distance of 97.0 feet, to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 213.83 feet, an arc distance of 216.46 feet, to the Point of Tangency; thence S-55°-20'-17"-E, a distance of 29.03 feet; thence N-34°-39'-43"-E, a distance of 5.0 feet, to a point on the arc of a circular curve to the right, whose radius point bears S-34°-39'-43"-W, from said point; thence Easterly and Southerly along the arc of said curve, having a radius of 25.0 feet, an arc distance of 34.98 feet, to the Point of Reverse Curvature, of a circular curve to the left; thence Southerly, along the arc of said curve, having a radius of 220.87 feet, an arc distance of 146.85 feet, to the Point of Tangency; thence S-13°-16'-02"-E, a distance of 49.49 feet; thence N-62°-53'-32"-W, a distance of 76.40 feet; thence S-76°-43'-58"-W, a distance of 74.59 feet; thence N-44°-54'-04"-W, a distance of 110.71 feet, to the Point of Beginning.

Containing 1.40 acres, more or less.

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

**DESCRIPTION: FOREST PARK W.M.T.P. AREA PHASE 1 - TRACT C**

The East 1/2 of Tract 54, THE GROVE CITY LAND COMPANY, subdivision of Sections 20 and 21, Township 41 South, Range 20 East, according to the plat thereof, as recorded in Plat Book 1, Page 18, of the Public Records of Charlotte County Florida, less and except the following described parcel:

Beginning at the Northwest corner of the East 1/2 of said Tract 54; thence S 89° 26' 45" E, along the North line of the East 1/2 of said Tract 54, a distance of 329.79 feet, to the East line of said Tract 54; thence S 89° 03' 35" W, along said East line a distance of 383.93 feet; thence S 78° 34' 31" W, a distance of 223.03 feet; thence S 89° 57' 52" W, a distance of 110.0 feet, to the West line of the East 1/2 of said Tract 54; thence N 00° 02' 08" W, along said West line, a distance of 431.36 feet, to the Point of beginning.

Containing 1.78 acres, more or less.

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

OR 747 PG 865



DESCRIPTION - FOREST PARK PHASE II

A portion of Tracts 48, 49, 54 and 55, The Grove City Land Company, Subdivision of Sections 20 and 21, Township 41 South, Range 20 East, according to the plat thereof, as recorded in Plat Book 1, Page 18, of the Public Records of Charlotte County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of the East 1/2 of said Tract 55; thence S 0° 12' 06" W, along the West line of the East 1/2 of said Tract 55, a distance of 215.0 feet, to the Point of Beginning of this description; thence continue S 0° 12' 06" W, along the West line of the East 1/2 of said Tract 55, a distance of 446.67 feet, to the Northwest corner of the East 1/2 of said Tract 54; thence S 0° 02' 08" E, along the West line of the East 1/2 of said Tract 54, a distance of 431.36 feet; thence N 89° 57' 52" E, a distance of 110.0 feet; thence N 78° 34' 31" E, a distance of 223.03 feet, to the East line of said Tract 54; thence N 0° 03' 35" E, along said East line, a distance of 383.93 feet, to the Northeast corner of said Tract 54; thence N 89° 28' 11" E, along the South line of said Tract 49, a distance of 345.47 feet; thence N 19° 27' 33" W, a distance of 182.69 feet, to the Point of Curvature of a circular curve to the left; thence Northerly and Northwesterly, along the arc of said curve, having a radius of 38.0 feet and a central angle of 30° 11' 22", an arc distance of 30.56 feet, to a Point of Compound Curvature; thence Northwesterly, along the arc of said curve, having a radius of 195.0 feet and a central angle of 16° 16' 49", an arc distance of 55.41 feet; thence N 07° 05' 51" W, a distance of 11.58 feet, to a point on the arc of a circular curve, whose radius point bears N 69° 15' 44" E, from said point; thence Northerly, along the arc of said curve, having a radius of 1031.47 feet, an arc distance of 42.68 feet, to a point on the arc of a circular curve, whose radius point bears N 60° 29' 18" W, from said point; thence Easterly and Northerly, along the arc of said curve, having a radius of 135.0 feet, an arc distance of 100.80 feet, to the Point of Tangency; thence N 13° 16' 02" W, a distance of 75.0 feet, to the Point of Curvature of a circular curve to the Right; thence Northerly and Easterly, along the arc of said curve, having a radius of 190.87 feet, an arc distance of 159.67 feet, to the Point of Compound Curvature of a circular curve, to the Right; thence Northerly and Easterly, along the arc of said curve, having a radius of 162.0 feet, an arc distance of 31.55 feet; thence N 44° 10' 41" W, a distance of 40.0 feet, to a point on the arc of a circular curve, whose radius point bears N 44° 10' 41" W, from said point; thence Southerly and Westerly, along the arc of said curve, having a radius of 15.0 feet and an arc distance of 20.64 feet, to the Point of Tangency; thence N 55° 20' 17" W, a distance of 29.52 feet, to the Point of Curvature of a Circular curve to the Right, thence Westerly and Northerly, along the arc of said curve, having a radius of 164.83 feet, an arc distance of 161.86 feet, to the Point of Tangency; thence N 2° 39' 43" E, a distance of 102.0 feet; thence N 87° 20' 17" W, a distance of 49.0 feet; thence S 2° 39' 43" W, a distance of 97.0 feet, to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 213.83 feet, an arc distance of 216.46 feet, to the Point of Tangency; thence S 55° 20' 17" E, a distance of 29.03 feet; thence N 34° 39' 43" E, a distance of 5.0 feet, to a point on the arc of a circular curve, whose radius point bears S 34° 39' 43" W from said point; thence Easterly and Southerly, along the arc of said curve, having a radius of 25.0 feet, an arc distance of 34.98 feet, to the Point of Reverse Curvature of a circular curve to the left; thence Southerly, along the arc of said curve, having a radius of 220.87 feet, an arc distance of 146.85 feet, to the Point of Tangency; thence S 13° 16' 02" E, a distance of 49.49 feet; thence N 62° 53' 32" W, a distance of 76.40 feet; thence S 76° 43' 58" W, a distance of 74.59 feet; thence N 44° 54' 04" W, a distance of 110.71 feet; thence S 45° 05' 56" W, a distance of 49.0 feet; thence N 78° 07' 25" W, a distance of 155.43 feet; thence S 68° 19' 12" W, a distance of 117.46 feet, to the Point of Beginning.

Containing 580 acres, more or less.

OR 747 PG 866

DESCRIPTION: FOREST PARK PHASE 111

A portion of Tracts 48 and 49, THE GROVE CITY LAND COMPANY, Subdivision of Sections 20 and 21, Township 41 South, Range 20 East, according to the plat thereof, as recorded in Plat Book 1, Page 18, of the Public Records of Charlotte County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Tract 49; thence N 89° 28' 11" E, along the South line of said Tract 49, a distance of 345.47 feet, to the Point of Beginning of this description; thence continue N 89° 28' 11" E, along the last described course, a distance of 318.87 feet, to the West Right-of-Way line of a 30 foot County Road, known as Griggs Road, thence N 00° 01' 48" W, along said West Right of Way line, a distance of 507.48 feet, to a point on the arc of a circular curve, whose radius point bears N 00° 01' 48" W, from said point; thence Westerly and Northerly, along the arc of said curve, having a radius of 78.58 feet, an arc distance of 50.21 feet, to the Point of Compound Curvature of a circular curve to the right; thence Westerly and Northerly along the arc of said curve, having a radius of 170.0 feet, an arc distance of 55.91 feet, to the Point of Reversion Curvature of a circular curve to the left; thence Northerly and Westerly, along the arc of said curve, having a radius of 163.50 feet, an arc distance of 176.50 feet, to the Point of Compound Curvature of a circular curve to the left; thence Westerly, along the arc of said curve, having a radius of 400.0 feet, an arc distance of 94.96 feet, to the Point of Compound Curvature of a circular curve to the left; thence Westerly and Southerly, along the arc of said curve, having a radius of 707.0 feet, an arc distance of 139.59 feet; thence S 44° 10' 41" E, a distance of 40.0 feet, to a point on the arc of a circular curve whose radius point bears S 44° 10' 41" E, from said point; thence Westerly and Southerly, along the arc of said curve, having a radius of 162.0 feet, an arc distance of 31.55 feet, to the Point of Compound Curvature of a circular curve to the left; thence Westerly and Southerly, along the arc of said curve, having a radius of 190.87 feet, an arc distance of 159.67 feet, to the Point of Tangency; thence S 13° 16' 02" E, a distance of 75.0 feet, to the Point of Curvature of a circular curve to the right; thence Southerly and Westerly, along the arc of said curve, having a radius of 135.0 feet, an arc distance of 100.80 feet, to a point on the arc of a circular curve, whose radius point bears N 71° 37' 59" E, from said point; thence Southerly, along the arc of said curve, having a radius of 1031.47 feet, an arc distance of 42.68 feet; thence S 07° 05' 51" E, a distance of 11.58 feet, to a point on the arc of a circular curve, whose radius point bears S 24° 04' 17" W, from said point; thence Southeasterly, along the arc of said curve, having a radius of 195.0 feet and a central angle of 16° 16' 49", an arc distance of 55.41 feet, to a Point of Compound Curvature; thence Southeasterly and Southerly, along the arc of said curve, having a radius of 58.0 feet and a central angle of 30° 11' 22", an arc distance of 30.56 feet, to the Point of Tangency; thence S 19° 27' 33" E, a distance of 182.69 feet, to the Point of Beginning.

Containing 6.37 acres, more or less.

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

OR 747 PG 867



**GARGIS & ASSOCIATES, INC.**  
 ENGINEERS — PLANNERS — LAND SURVEYORS  
 30 HESBIT STREET, PLANTA GORDA, FLORIDA 33950  
 (813) 639-8828

# FOREST PARK, A CONDOMINIUM

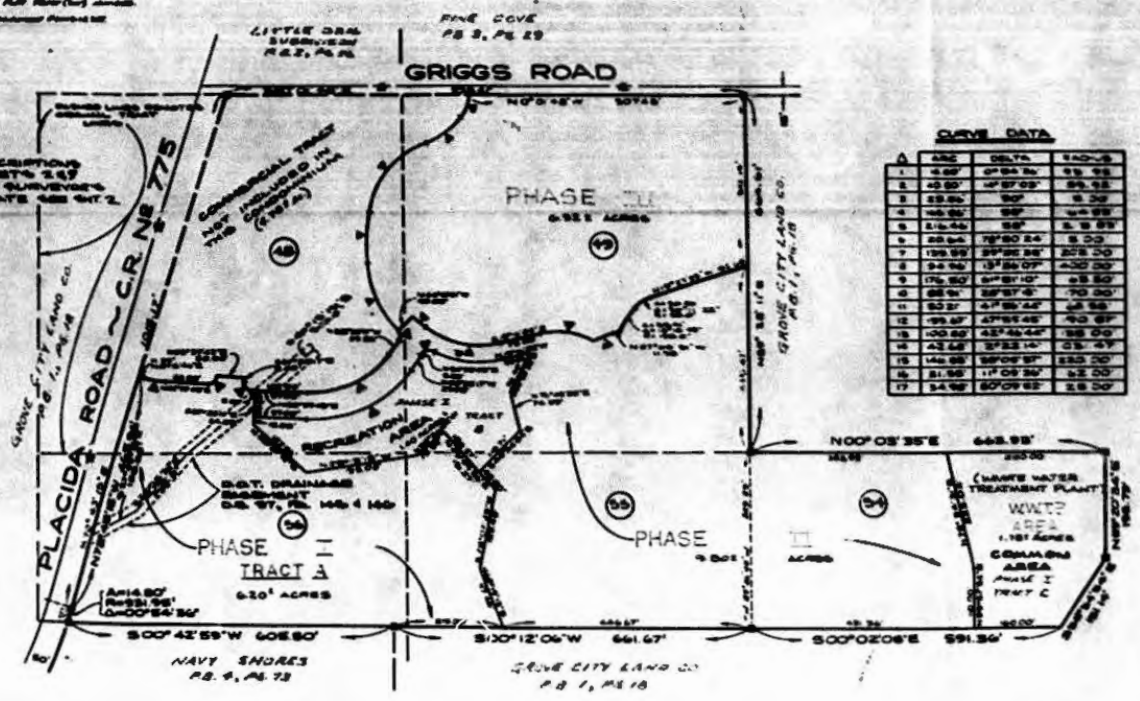
PERIMETER AND PHASE  
 LOCATIONS MAP  
 EXHIBIT



OR 747 PG 868

⊙ Approved State City Plan (not) shown.  
 \* Approved City Survey (not) shown.

NOTE: FOR DESCRIPTIONS  
 SEE SHEETS 2, 3, 4  
 AND FOR SURVEYORS  
 CERTIFICATES SEE INT. 2.



**CURVE DATA**

Δ	ARC	DELTA	RADIUS
1	4.60'	0°26'52"	59.55'
2	40.90'	1°27'03"	29.55'
3	29.55'	50°	5.00'
4	10.50'	50°	14.50'
5	2.10-45'	50°	2.50-50'
6	28.54'	1°50'24"	5.00'
7	136.50'	2°22'28"	208.00'
8	94.98'	3°28'07"	220.00'
9	176.50'	4°28'10"	28.55'
10	28.55'	1°27'03"	70.00'
11	53.2'	4°28'22"	14.55'
12	99.67'	4°28'48"	40.67'
13	100.80'	43°26'42"	88.00'
14	42.68'	2°28'10"	25.47'
15	140.50'	50°00'00"	133.00'
16	81.55'	11°00'50"	52.00'
17	54.95'	80°00'00"	28.00'



**GARGIS & ASSOCIATES, INC.**

DESIGNERS — PLANNERS — LAND SURVEYORS  
 30 HEBBET STREET, PLAINFIELD, FLORIDA 33950  
 (813) 639-8828

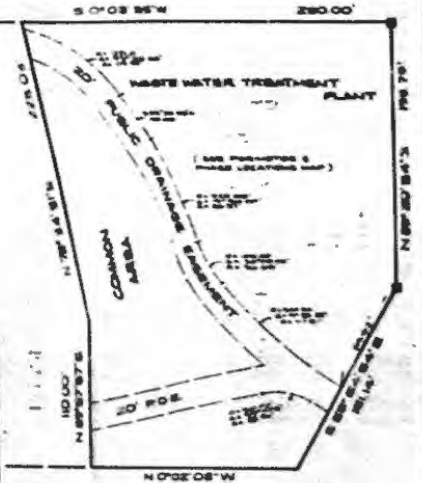
**FOREST PARK  
 A CONDOMINIUM**

**PHASE I  
 EXHIBIT**

**SURVEYOR'S NOTATIONS:**

1. SHADED AREAS REPRESENT SURVEYOR'S PROPERTY WITHIN PHASE I.

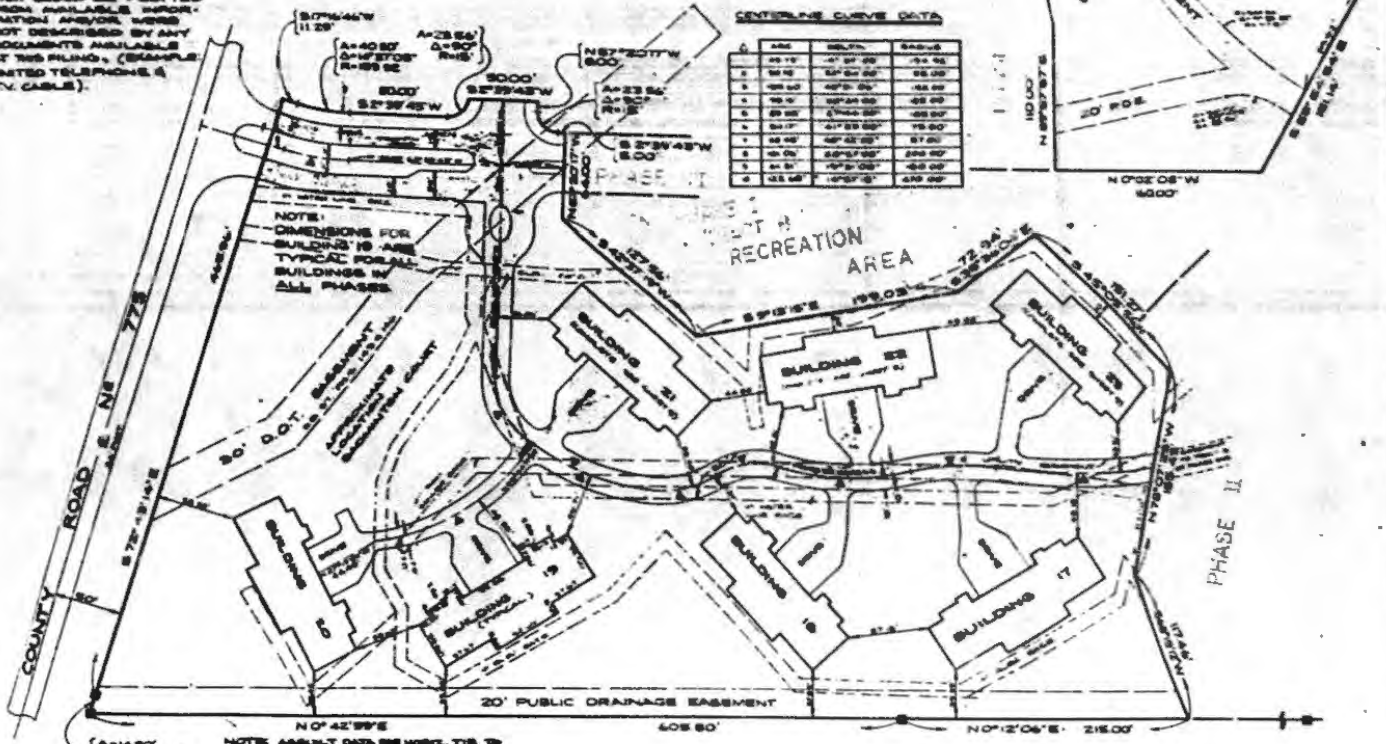
2. DIMENSIONS SHOWN HEREON WERE BASED ON THE BEST AVAILABLE SURVEY INFORMATION. SOME DIMENSIONS MAY NOT BE SHOWN DUE TO THE FACT THAT THEIR LOCATION WAS NOT DESCRIBED IN A MANNER THAT COULD BE PLOTTED FROM AVAILABLE INFORMATION AND/OR WERE NOT DESCRIBED BY ANY DOCUMENTS AVAILABLE AT THIS PLING. (EXAMPLE LISTED TELEPHONE & TV CABLE).



**CENTRELINE CURVE DATA**

STATION	ARC LENGTH	CHORD	CHORD BEARING
1	10.00	19.94	90.00
2	20.00	39.88	180.00
3	30.00	59.82	270.00
4	40.00	79.76	360.00
5	50.00	99.70	450.00
6	60.00	119.64	540.00
7	70.00	139.58	630.00
8	80.00	159.52	720.00
9	90.00	179.46	810.00
10	100.00	199.40	900.00
11	110.00	219.34	990.00
12	120.00	239.28	1080.00
13	130.00	259.22	1170.00
14	140.00	279.16	1260.00
15	150.00	299.10	1350.00
16	160.00	319.04	1440.00
17	170.00	338.98	1530.00
18	180.00	358.92	1620.00
19	190.00	378.86	1710.00
20	200.00	398.80	1800.00

NOTE:  
 DIMENSIONS FOR BUILDINGS ARE TYPICAL FOR ALL BUILDINGS IN ALL PHASES.



OR 747 PG 870

A=14.80'  
 B=0.064'  
 C=93.19'

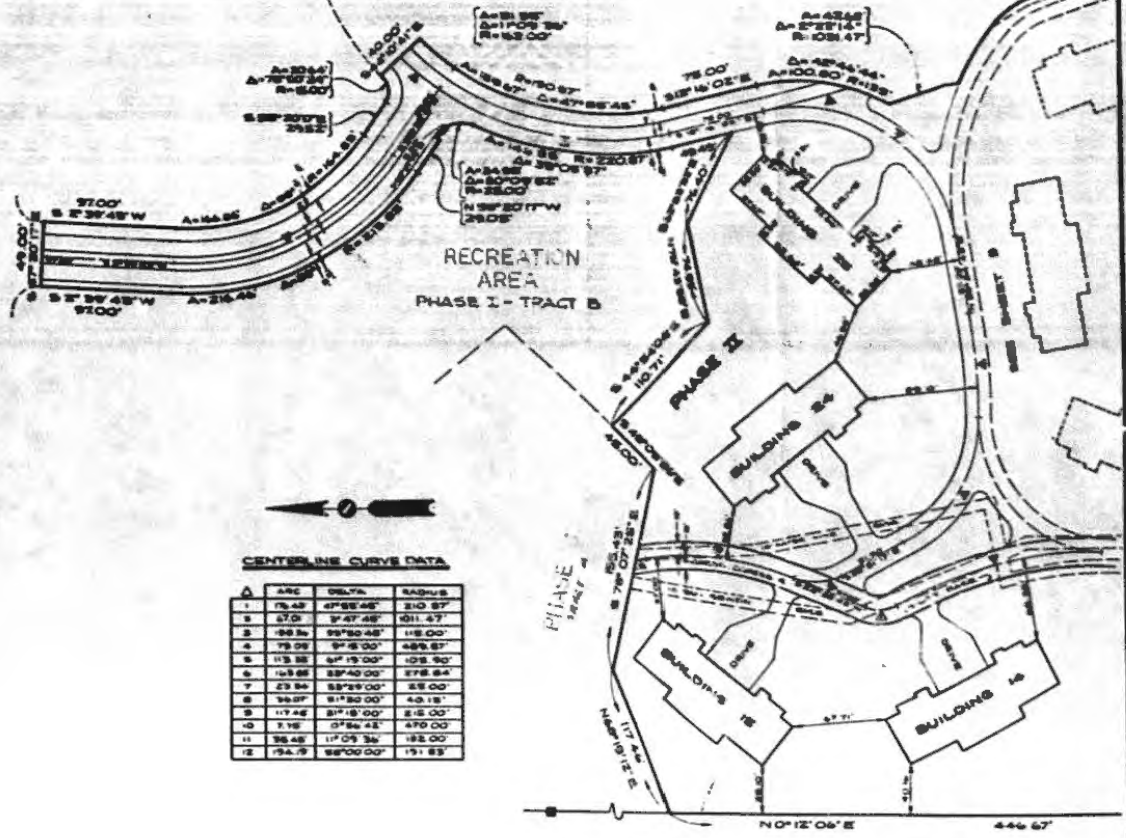
NOTE: ASSUMT DATA FOR MOST OF THE DIMENSIONS BETWEEN BUILDINGS ETC. IS SHOWN IN ( ) TYPICAL FOR ALL SHEETS, EXCEPT SHEET 3.

**GARGIS & ASSOCIATES, INC.**  
 ENGINEERS — PLANNERS — LAND SURVEYORS  
 310 HESBIT STREET, PUNTA GORDA, FLORIDA 33950  
 (813) 639-8828

# FOREST PARK, A CONDOMINIUM

## PHASE II EXHIBIT

OR 747 PG 871



CENTERLINE CURVE DATA

Δ	ARC	DELTA	RADIUS
1	76.42	07°52'45"	210.87'
2	27.00	07°47'45"	101.47'
3	58.56	09°50'45"	118.00'
4	79.09	09°5'00"	489.87'
5	113.88	04°19'00"	108.90'
6	149.88	03°40'00"	278.84'
7	23.84	03°29'00"	18.00'
8	54.87	01°30'00"	40.18'
9	117.42	01°18'00"	8.5'00"
10	7.18	07°54'42"	470.00'
11	36.48	11°09'36"	182.00'
12	794.73	00°00'00"	171.83'



**GARGIS & ASSOCIATES, INC.**

ENGINEERS — PLANNERS — LAND SURVEYORS  
 340 NESBIT STREET, PLAINA GORDA, FLORIDA 33950  
 (813) 639-8828

**FOREST PARK,  
 A CONDOMINIUM  
 PHASE I - TRACT B  
 RECREATION AREA  
 EXHIBIT**



**PHASE I - TRACT B**

**DESCRIPTION: FOREST PARK RECREATION AREA**

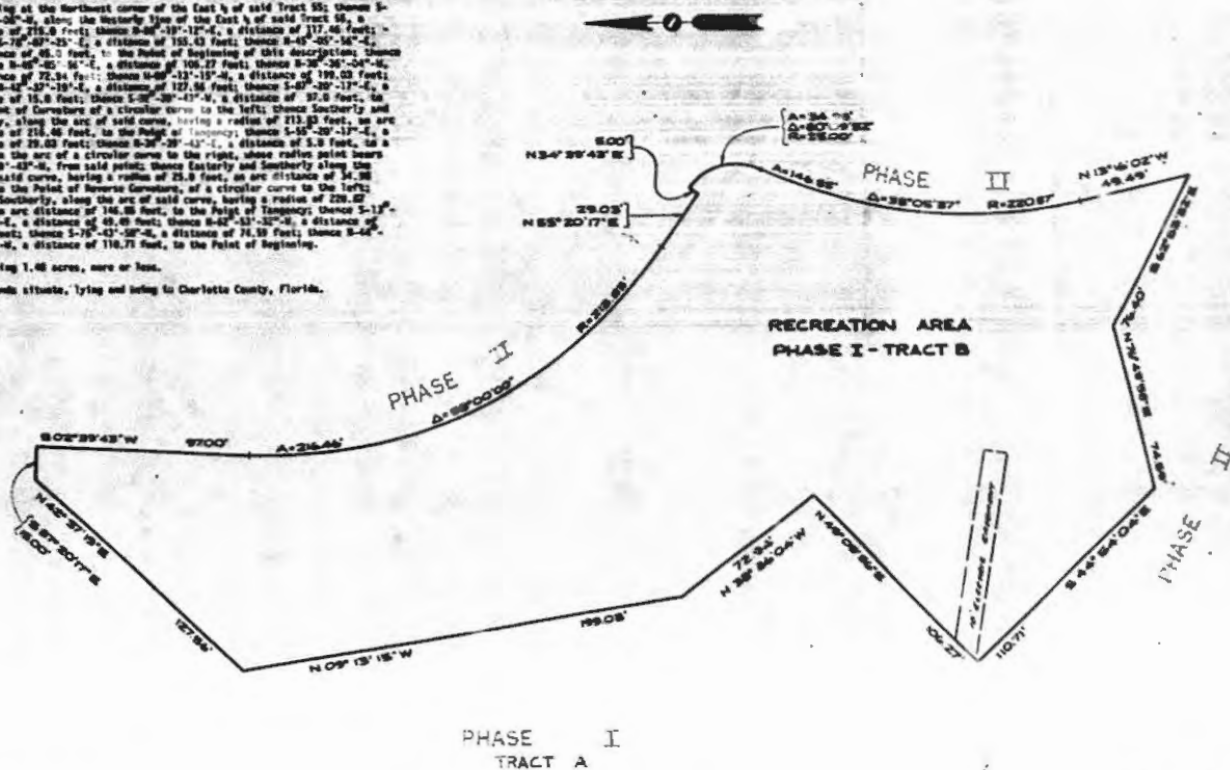
A portion of Tracts 48, 49, 55 and 56, THE GAIK CITY LAND COMPANY, SUBDIVISION, of Sections 20 and 21, Township 08 South, Range 28 East, according to the plat thereof, as recorded in Plat Book 1, Page 18, of the Public Records of Charlotte County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of the East 1/2 of said Tract 55; thence S-02°-12'-00"-E, along the Westerly line of the East 1/2 of said Tract 55, a distance of 275.0 feet; thence S-02°-12'-00"-E, a distance of 117.46 feet; thence S-78°-02'-25"-E, a distance of 155.43 feet; thence S-45°-05'-56"-E, a distance of 65.3 feet, to the Point of Beginning of this description; thence continue S-62°-05'-56"-E, a distance of 108.27 feet; thence S-28°-26'-04"-E, a distance of 72.34 feet; thence S-02°-12'-15"-E, a distance of 199.03 feet; thence S-42°-37'-19"-E, a distance of 127.54 feet; thence S-02°-20'-12"-E, a distance of 15.8 feet; thence S-02°-20'-42"-E, a distance of 37.8 feet, to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 213.93 feet, an arc distance of 216.46 feet, to the Point of Tangency; thence S-52°-20'-12"-E, a distance of 29.03 feet; thence S-28°-26'-43"-E, a distance of 5.8 feet, to a point on the arc of a circular curve to the right, whose radius point bears S-34°-39'-42"-E, from said point; thence Easterly and Southerly along the arc of said curve, having a radius of 25.8 feet, an arc distance of 34.98 feet, to the Point of Reverse Curvature, of a circular curve to the left; thence Southerly, along the arc of said curve, having a radius of 129.02 feet, an arc distance of 148.88 feet, to the Point of Tangency; thence S-12°-16'-02"-E, a distance of 49.49 feet; thence S-62°-32'-32"-E, a distance of 76.49 feet; thence S-75°-42'-38"-E, a distance of 74.59 feet; thence S-44°-54'-04"-E, a distance of 118.73 feet, to the Point of Beginning.

Containing 1.48 acres, more or less.

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

OR 747 PG 874



PHASE I  
 TRACT A

EXHIBIT "B"



GARGIS & ASSOCIATES, INC.  
 ENGINEERS — PLANNERS — LAND SURVEYORS  
 30 NESBIT STREET, PALM BEACH, FLORIDA 33480  
 (407) 639-8826

# FOREST PARK, A CONDOMINIUM

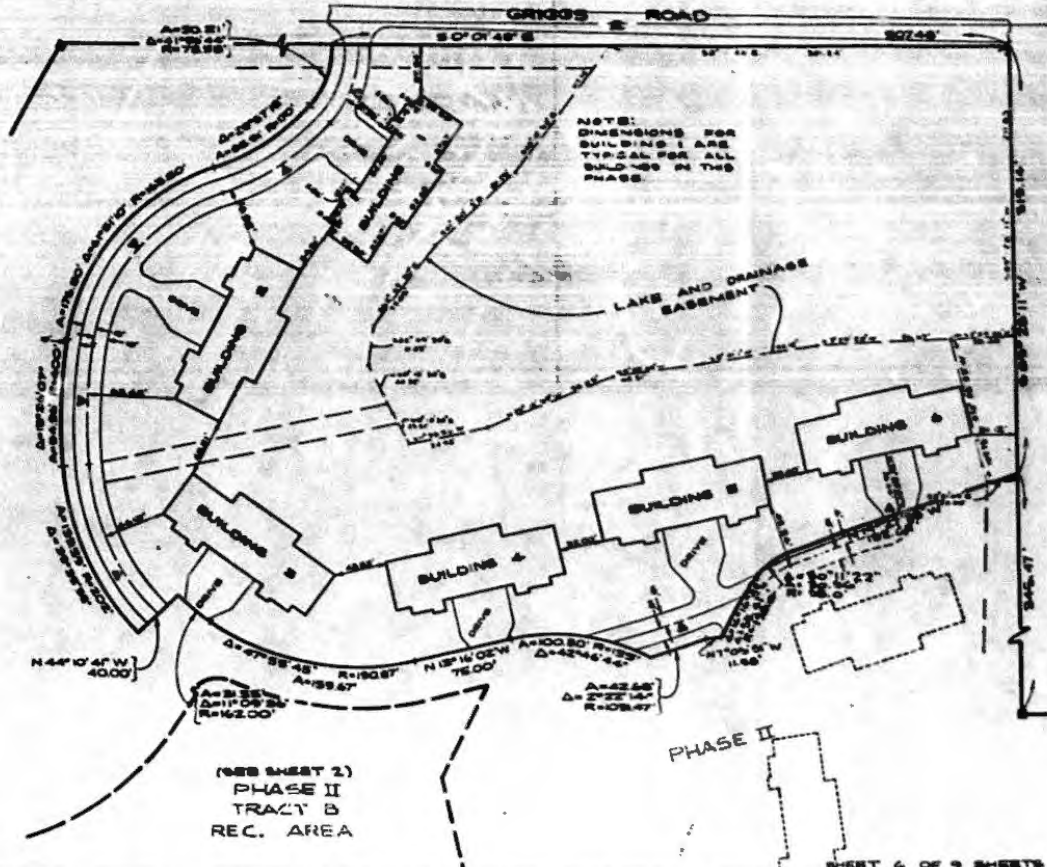
## PHASE III EXHIBIT

GRAPHIC SCALE 1 INCH = 80 FEET  
 0 20 40 60 80 100 120 140 160 180 200

**CENTERLINE CURVE DATA**

Δ	ARC	DELTA	RADIUS
1	64.25	47°52'44"	95.50
2	96.00	22°07'27"	190.00
3	94.97	6°12'27"	143.50
4	93.37	17°24'27"	280.00
5	91.22	20°42'27"	183.00
6	88.07	17°24'27"	143.50
7	70.07	27°22'27"	71.75

NOTE:  
 DIMENSIONS FOR  
 BUILDING 1 ARE  
 TYPICAL FOR ALL  
 BUILDINGS IN THIS  
 PHASE.



OR 747 PG 873

EXHIBIT "B"

(SEE SHEET 2)  
 PHASE II  
 TRACT B  
 REC. AREA

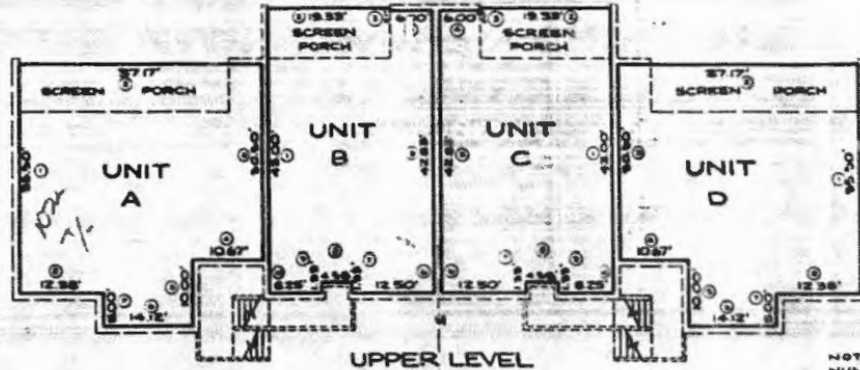
GARGIS & ASSOCIATES, INC.  
ENGINEERS — PLANNERS — LAND SURVEYORS  
340 NESBIT STREET, PUNTA GORDA, FLORIDA 33950  
(813) 639-8828

# FOREST PARK, A CONDOMINIUM

## TYPICAL FLOOR PLAN EXHIBIT



OR 747 PG 875



NOTE:  
NUMBERS IN CIRCLES  
DENOTES LOCATION  
OF "AS-BUILT" DIMENSIONS  
SHOWN ON SHEET 9.

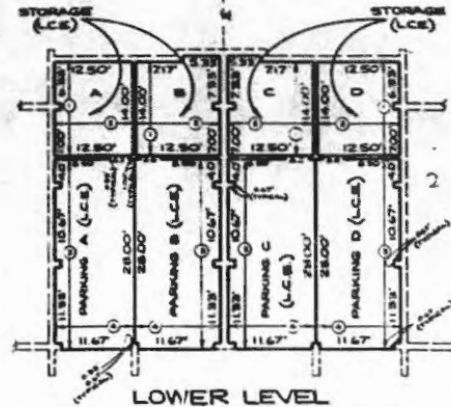
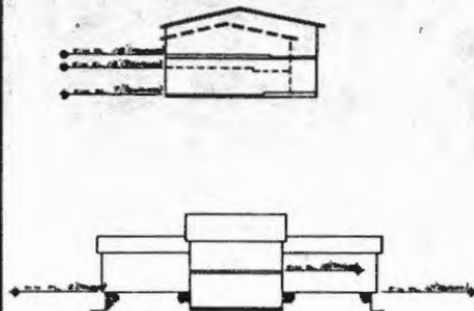


EXHIBIT 8B

**GARGIS & ASSOCIATES, INC.**  
 ENGINEERS — PLANNERS — LAND SURVEYORS  
 30 HENRY STREET, PALM BEACH, FLORIDA 33450  
 (407) 839-8428

**FOREST PARK,**  
**A CONDOMINIUM**  
 FINAL CONSTRUCTED DATA  
 EXHIBIT

OR 747 PG 876

UNIT	DIMENSION										FLOOR AREA SQUARE FEET	
	1	2	3	4	5	6	7	8	9	10		
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												

UNIT	DIMENSION										FLOOR AREA SQUARE FEET	
	1	2	3	4	5	6	7	8	9	10		
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												

# State of Florida



Department of State

OR 711 PG 1726

I certify that the attached is a true and correct copy of the Articles of Incorporation of FOREST PARK CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on January 27, 1982, as shown by the records of this office.

The charter number for this corporation is 781624.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
29th day of January, 1982.



CER 101 Rev. 12-80

George Firestone  
Secretary of State

OR 747 PG 877

EXHIBIT "C"



AMENDMENT TO DECLARATION

This Amendment is made this 14th day of May, 1984, by PINE TRACE CORPORATION, a Florida corporation ("Developer").

WITNESSETH

A. Developer is the "Developer" of Forest Park, A Condominium (the "Condominium"), according to the Amended Declaration of Condominium thereof recorded October 14, 1983 in Official Records Book 747, Page 838 of the Public Records of Charlotte County, Florida, as supplemented and/or amended (the "Declaration").

B. The Developer, pursuant to the power of amendment set forth in Section 3.8.2 of the Declaration, wishes to amend the Declaration to correct certain errors pursuant to certain requests made by Royal Palm Savings Association, Developer's Lender.

NOW, THEREFORE, the Developer hereby amends the Declaration as follows:

1. The fifth sentence of Section 1.1 of the Declaration is hereby amended by changing the date "December 31, 1984" to "April 30, 1987"; and the seventh sentence of Section 1.1 is hereby amended by changing the date "December 31, 1985" to "December 31, 1987".

2. The first sentence of the second unnumbered paragraph of Section 1.1 of the Declaration is hereby deleted and the following is substituted therefor:

"The Recreation Area is a part of Phase I, will be owned by Unit Owners as Common Elements of the Condominium and is located in the area designated on Exhibit 'B'."

Anything in the Declaration which is inconsistent with the amendment set forth in this paragraph 2 is amended by this paragraph 2.

3. The Certificate of Surveyor attached to the Declaration (on Sheet 2 of 9 of Exhibit "B" to the Declaration) is hereby deleted in its entirety and attached hereto as Exhibit "A" is an Amended and Restated Surveyor's Certificate.

4. Except as modified hereby, the Declaration shall remain in full force and effect, provided that this Amendment shall relate back to the recording of the Declaration as if originally set forth therein.

IN WITNESS WHEREOF, the Developer has executed this Amendment the day and year first above written.

WITNESSES:

*[Signature]*  
Susan Bisset

PINE TRACE CORPORATION

By: *[Signature]*  
GASTON LeBRUN, President

[CORPORATE SEAL]

STATE OF FLORIDA )  
 )  
COUNTY OF SARASOTA )

THIS INSTRUMENT was acknowledged before me this 14th day of May, 1984 by GASTON LeBRUN, as President of PINE TRACE CORPORATION, a Florida corporation, on behalf of such corporation.

Susan Bralet  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Dec. 15, 1987

NOTARY PUBLIC STATE OF FLORIDA

JOINDER

FOREST PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, being the Condominium Association for the Condominium referred to in the foregoing Amendment, hereby joins in to the Amendment for the purpose of expressing its consent thereto and further for the purpose of submitting whatever interest the Association has in the Recreation Area described in the foregoing Amendment to the terms of the Declaration as Common Elements of the Condominium in accordance with the provisions of Florida Statutes, § 718.110(6).

WITNESSES:

FOREST PARK CONDOMINIUM ASSOCIATION, INC.

*Gaston LeBrun*  
*Susan Brobst*

By: *Gaston LeBrun*  
GASTON LeBRUN, President  
(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

THE FOREGOING INSTRUMENT was acknowledged before me this 14 day of May, 1984 by GASTON LeBRUN, as President of FOREST PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of such corporation.

*Susan Brobst*  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Dec. 15, 1987  
ISSUED BY THE STATE OF FLORIDA

**CONSENT OF MORTGAGEE**

THE UNDERSIGNED, being the owner and holder of that certain mortgage recorded October 6, 1980 in O.R. Book 644, Page 939, Public Records of Charlotte County, Florida, hereby consents to the foregoing Amendment.

Albert W. Bader  
Albert W. Bader

STATE OF FLORIDA

COUNTY OF CHARLOTTE

THE FOREGOING INSTRUMENT was acknowledged before me by ALBERT W. BADER this 14th day of MAY, 1984.

Donal L. Babes  
Notary Public

My Commission Expires:

**DONAL L. BABES**

My Commission Expires November 22, 1986  
Bonded by U.S. Fidelity & Guaranties




**EXHIBIT "A"**

THE UNDERSIGNED, being a registered Florida Land Surveyor, hereby certifies that the construction of the improvements relating to buildings, 17, 19, 21, 22 and 23 is substantially complete so that this Survey, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the locations and dimensions of such improvements and buildings and that the identification, location and dimensions of the common elements and of each unit in such buildings can be determined from these materials.

This will further certify that all planned improvements, including, but not limited to, landscaping, utility services and access to the foregoing buildings and all units contained therein, and common element facilities serving such buildings and all units contained therein have been substantially completed.

4-30-84

Date:

  
REGISTERED LAND SURVEYOR  
Florida Registration  
Certificate # 2479  
[SEAL]

THIRD AMENDMENT OF AMENDED DECLARATION OF CONDOMINIUM

OF

FOREST PARK, A CONDOMINIUM

CLERK OF THE COUNTY  
CHARLOTTE COUNTY, FLA.

OR 796 PG 1651

KNOW ALL MEN BY THESE PRESENTS: that

WHEREAS, Pine Trace Corporation, a Florida Corporation, hereinafter referred to as "Developer", has heretofore recorded a certain Amended Declaration of Condominium for Forest Park, a Condominium, in Official Records Book 747, Page 838, et seq., of the Public Records of Charlotte County, Florida, as amended by that certain First Amendment to Amended Declaration of Condominium recorded in Official Records Book 752, Page 464, et seq., of the Public Records of Charlotte County, Florida, and by an amendment recorded in Official Records Book 792, Page 28, et seq., of the Public Records of Charlotte County, Florida, has also recorded a certain Condominium Plat concerning the same in Condominium Book 4 at Pages 30A-I of the Public Records of Charlotte County, Florida; and,

WHEREAS, pursuant to Paragraph 1.1 of aforesaid amended Declaration of Condominium, Developer reserved the right to create additional phases of development of Forest Park, a Condominium; and,

WHEREAS, Developer now desires to add to said Condominium that certain property designated on the Condominium Plat of Forest Park, a Condominium, as "Forest Park - Phase II," see attached Exhibit A.

NOW THEREFORE, be it known as follows:

Phase II Lands

Pursuant to the rights reserved to Developer under Paragraph 1.1 of that certain Amended Declaration of Condominium of Forest Park, a Condominium, recorded in Official Records Book 747, Page 838, et seq., of the Public Records of Charlotte County, Florida, as amended by that certain First Amendment of the Amended Declaration of Condominium recorded in Official Records Book 752, Page 464, et seq., of the Public Records of Charlotte County, Florida,

RECORDED - PUBLIC RECORDS  
F. H. S.  
C

FILE 84-690144

and by an amendment recorded in Official Records Book 792, Page 28, et seq., of the Public Records of Charlotte County, and that certain Condominium Plat concerning the same recorded in Condominium Book 4 at Pages 30A-1 of the Public Records of Charlotte County, Florida, Developer does hereby dedicate and declare that certain property described on said Condominium Plat as Phase II and as further described in the survey attached hereto and marked Exhibit B, hereinafter referred to as "Phase II Lands" to be condominium property under the Condominium Act of the State of Florida now in force and effect and to be added to and become part of Forest Park, a Condominium, as per Condominium Declaration and Condominium Plat mentioned above. As a result of this Amendment the lands constituting Forest Park, a Condominium shall consist of those lands described as Phase I and Phase II lands on the aforesaid Condominium Plat, and the common elements of all said phases are hereby merged in accordance with Paragraph 4.3.5 of the Declaration of Condominium.

2.

Unit Numbers

The units concerning this Condominium shall be known as 7A, 7B, 7C, 7D, 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9D, 10A, 10B, 10C, 10D, 11A, 11B, 11C, 11D, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C, 14D, 15A, 15B, 15C, 15D, 16A, 16B, 16C, 16D, 24A, 24B, 24C, 24D, 25A, 25B, 25C, and 25D.

3.

Ownership of Common Elements  
Sharing of Common Expense and Surplus

As a result of the addition of the Phase II Lands to the Condominium as set forth above, each unit of Forest Park, a Condominium, as amended hereby, shall be vested with a 1/76 ownership of the common elements of the merged Phases I and II Lands and each unit shall bear a 1/76 share of the common surplus of said merged phases of development.

4.

Ratification

Except as expressly modified hereby the above-mentioned



Amended Declaration of Condominium of Forest Park, a Condominium, recorded in Official Records Book 747, Page 838, et seq., of the Public Records of Charlotte County, Florida, as amended by that certain First Amendment to Amended Declaration of Condominium recorded in Official Records Book 752, Page 464, et seq., of the Public Records of Charlotte County, Florida, and by an amendment recorded in Official Records Book 792, Page 28, et seq., of the Public Records of Charlotte County, Florida, and Condominium Plat recorded in Condominium Book 4 at Pages 30A-I of the Public Records of Charlotte County, Florida, are hereby ratified and confirmed and acknowledged as applicable to all lands and improvements constituting Phase I and Phase II properties as described on said Condominium Plat and the survey attached hereto and marked Exhibit B.

IN WITNESS WHEREOF, Pine Trace Corporation has hereunto caused its signature and seal to be affixed this 19<sup>th</sup> day of November, 1984.

PINE TRACE CORPORATION,  
a Florida Corporation

(Corp. seal)

By Gaston LeBrun  
Gaston LeBrun, President

STATE OF FLORIDA  
COUNTY OF SARASOTA

Before me, the undersigned authority, personally appeared, GASTON LeBRUN, as President of Pine Trace Corporation, to me well known and known to me to be the person described in and who executed the foregoing and acknowledged to and before me that he did so for the purposes expressed therein.

Witness my hand and official seal this 19<sup>th</sup> day of November, 1984.

Thos. P. Senanon  
Notary Public

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Sept. 20, 1988  
Success: This Notary Public Commission, Exp.

CLARENCE J. ...  
CHARLOTTE COUNTY, FLORIDA

84 NOV 26 4:08

RECORDED IN ...



3.00

**FOURTH AMENDMENT OF AMENDED DECLARATION OF CONDOMINIUM  
OF  
FOREST PARK, A CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS: that OR 797 PG 1899

WHEREAS, Pine Trace Corporation, a Florida Corporation, hereinafter referred to as "Developer", has heretofore recorded a certain Amended Declaration of Condominium for Forest Park, a Condominium, in Official Records Book 747, Page 838, et seq., of the Public Records of Charlotte County, Florida, as amended by that certain First Amendment to Amended Declaration of Condominium recorded in Official Records Book 752, Page 464, et seq., of the Public Records of Charlotte County, Florida, by an amendment recorded in Official Records Book 792, Page 28, et seq., of the Public Records of Charlotte County, Florida, and by a Third Amendment to Amended Declaration of Condominium recorded in Official Records Book 796, Page 1651, et seq., and has also recorded a certain Condominium Plat concerning the same in Condominium Book 5 at Page 14A-14I of the Public Records of Charlotte County, Florida; and,

WHEREAS, the Amended Declaration and subsequent amendments thereto were recorded without a certificate of the Condominium Association; and,

WHEREAS, Section 718.110 F.S. requires that an Amendment shall be evidenced by a Certificate of Association executed with the formalities of a deed; and,

WHEREAS, Developer desires to correct said deficiency and also to show that Building 18, Phase I of the Condominium is substantially complete. (Certificate of Surveyor is attached hereto as Exhibit "A" and made a part hereof.)

NOW THEREFORE, be it known as follows:

That the Certificate of Association is recorded to cure certain deficiencies and to comply with F.S. 718.110.

CLERK OF CIRCUIT COURT  
CHARLOTTE COUNTY, FL  
DORIS M. HALL

84 DEC 9-69 48

RECORDED IN  
OFFICIAL RECORDS

RECORDED BY  
DONNA HUGHES

FILE 84-691474

**CERTIFICATE**

GASTON LeBRUN, President of Forest Park Condominium Association, Inc., pursuant to Article 13 of the Amended Declaration of Condominium of Forest Park, a Condominium, said Amended Declaration having found of record in Official Records Book 747 at Pages 838, et seq., of the Public Records of Charlotte County, Florida, does hereby certify as follows:

(1) That where required and pursuant to Notice and in accordance with the provisions of the Amended Declaration of Condominium and the By-Laws of the Association of the foregoing Amendments were adopted by the affirmative vote of not less than 75% of the Directors and by not less than 75% of the members of the Association, or by not less than 80% of the votes of the members of the Association.

(2) That where required 100% of the unit owners of Forest Park, a Condominium, have joined in the Amended Declaration of Condominium and in the subsequent Amendments thereto.

*Gaston LeBrun*  
Gaston LeBrun, President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 5th day of December, 1984, by GASTON LeBRUN as President of Forest Park Condominium Association, Inc., a Florida Non-Profit Corporation, on behalf of the corporation.

*Carrine Reading*  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Feb. 6, 1985  
Brevard State Univ. College of Business, Inc.

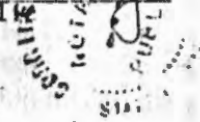


EXHIBIT "A"

OR 797 PG 1901

THE UNDERSIGNED, being a registered Florida Land Surveyor, hereby certifies that the construction of the improvements relating to building 18 is substantially complete so that this survey, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the locations and dimensions of such improvements and buildings and that the identification, location and dimensions of the common elements and of each unit in such building can be determined from these materials.

This will further certify that all planned improvements, including, but not limited to, landscaping, utility services and access to the foregoing building and all units contained therein, and common element facilities serving such building and all units contained therein have been substantially completed.

Subject to the notes and notations shown on Forest Park, a Condominium graphic descriptions.

Oct 26, 1984

DATE Signed



Michael D. Rose  
REGISTERED LAND SURVEYOR  
Florida Registration  
Certificate #3998

THIS SKETCH IS NOT VALID UNLESS  
IT BEARS AN ORIGINAL SIGNATURE  
AND AN EMOOSLU SURVEYOR'S SEAL

IN WITNESS WHEREOF, Pine Trace Corporation has hereunto caused its signature and seal to be affixed this 5th day of December, 1984.

PINE TRACE CORPORATION,  
a Florida Corporation  
By: Gaston LeBrun  
Gaston LeBrun, President



STATE OF FLORIDA  
COUNTY OF SARASOTA

OR 797 PG 1900

Before me, the undersigned authority, personally appeared, GASTON LeBRUN, as President of Pine Trace Corporation, to me well known and known to me to be the person described in and who executed the foregoing and acknowledged to and before me that he did so for the purposes expressed therein.

Witness my hand and official seal this 5th day of December, 1984.

Corrine Reading  
Notary Public

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Feb. 6, 1985  
Bounded Into Every Page - Insurance, Inc.



ARTICLES OF INCORPORATION

OF

FOREST PARK CONDOMINIUM ASSOCIATION, INC.

FILED  
JAN 27 10 14 AM '82  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under the law of the State of Florida and certify as follows:

ARTICLE 1

OR 711 PG 1727

NAME AND DEFINITIONS

The name of the corporation shall be FOREST PARK CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the By-Laws of the Association as By-Laws.

ARTICLE 2

OR 747 PG 878

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Florida Statutes 718 for the operation of FOREST PARK, a condominium, located in Charlotte County, Florida.

ARTICLE 3

POWERS

The powers of the Association shall include and shall be governed by the following provisions:

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

3.2. ENUMERATION. The Association shall have all of the powers and duties set forth in the Condominium Act, the Declaration of Condominium and the By-Laws to the extent that they are not inconsistent with the Condominium Act. The powers and duties of the Association shall include but not be limited to the following:

- a. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.
- b. To use the proceeds of assessments and charges in the exercise of its powers and duties.
- c. To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.
- d. To maintain, repair, replace and operate the condominium property and property acquired or leased by the Association for use by unit owners.
- e. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
- f. To reconstruct and repair improvements after casualty and to construct additional improvements of the condominium property.

3.3. CONDOMINIUM PROPERTY. All funds and the 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 By-Laws.

3.4. DISTRIBUTION OF INCOME. The Association shall make no distribution of income to its members, directors or officers.

3.5. LIMITATION. 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 By-Laws.

ARTICLE 4

OR 711 PG 1728

MEMBERS

4.1. MEMBERSHIP. 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 the termination and their successors and assigns.

4.2. EVIDENCE. After approval of the transfer, or of the ownership, of a unit in the manner required by the Declaration of Condominium, change of membership, in the Association shall be established by (a) recording in the Public Records of Charlotte County, Florida a certificate of the Association stating the approval required by the Declaration, (b) recording in the Public Records of Charlotte County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and (c) delivery to the Association of a certified copy of the recorded instruments. The owner receiving title of the unit by those instruments will be a member of the Association and the membership of the prior owner will be terminated.

4.3. ASSIGNMENT. 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 the unit for which that share is held.

4.4. VOTING. A member of the Association shall be entitled to one (1) vote for each unit owned by him. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE 5

OR 747 PG 879

DIRECTORS

5.1. NUMBER AND QUALIFICATION. The affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the By-Laws, but not less than three (3) directors, and in the absence of that determination shall consist of three (3) directors.

5.2. DUTIES AND POWERS. All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5.3. ELECTION; REMOVAL. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

5.4. TERM OF FIRST DIRECTORS. The firectors named in these Articles shall serve until their successors are elected by the members other than the Developer; and any vacancies in their number occuring before the time for the election of their successors by the members other than the Developer, shall be filled by t.a.e remaining first directors, or if there are none, then by

5.5. FIRST DIRECTORS. The names and address of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed are as follows:

OR 711 PG 1729

NAME

GASTON LeBRUN

323 Shore Road  
Venice, Florida 33595

ALBERT W. BADER

Apartment Q5  
Airport Road  
Naples, Florida 33942

E. DAVID JOHNSON

320 Cross Street  
Punta Gorda, Florida 33950

OR 747 PG 880

ARTICLE 6

OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association 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

GASTON LeBRUN  
323 Shore Road  
Venice, Florida 33595

Vice-President

ALBERT W. BADER  
Apartment Q5  
Airport Road  
Naples, Florida 33942

Secretary-Treasurer

E. DAVID JOHNSON  
320 Cross Street  
Punta Gorda, Florida 33950

ARTICLE 7

INDEMNIFICATION

Every director and officer of the Association, and every member of the Association serving the Association at its request, 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 or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the 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 that person may be entitled.

## ARTICLE 8

OR 711 PG 1730

### BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the directors and members in the manner provided by the By-Laws.

## ARTICLE 9

### AMENDMENTS

Amendments to these 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 the proposed amendment is to be considered.

9.2. ADOPTION. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors 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, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either:

A. by not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

B. by not less than eighty percent (80%) of the votes of the entire membership of the Association.

9.3. LIMITATION. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any change in 3.3 to 3.5 of Article 3, entitled "Powers" without approval in writing by all members and joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4. RECORDING. A copy of each amendment shall be accepted and certified by the Secretary of State and be recorded in Public Records of Charlotte County, Florida.

## ARTICLE 10

### TERM

The term of the Association shall be perpetual.

## ARTICLE 11

### SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are as follows:



GASTON LeBRUN

323 Shore Road  
Venice, Florida 33595

ALBERT W. BADER

Apartment Q5  
Airport Road  
Naples, Florida 33942

E. DAVID JOHNSON

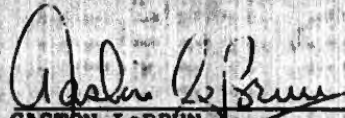
320 Cross Street  
Punta Gorda, Florida 33950

OR 711 PG 1731

ARTICLE 12

The Street address of the initial registered office is 320 Cross Street, Punta Gorda, Florida 33950, and the name of the initial registered agent of this Corporation is GASTON LeBRUN, 323 Shore Road, Venice, Florida 33595.

IN WITNESS WHEREOF the subscribers have affixed their signatures this date,

  
GASTON LeBRUN

  
ALBERT W. BADER

  
E. DAVID JOHNSON

STATE OF FLORIDA

COUNTY OF CHARLOTTE

GASTON LeBRUN, ALBERT W. BADER and E. DAVID JOHNSON appeared before me, and after being duly sworn they acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in the Articles on this date, January 15, 1962.

  
Notary Public  
State of Florida at large

My commission expires:

6-1-64

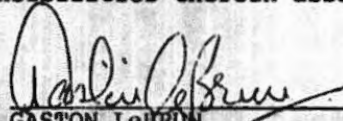
EXHIBIT "C"

OR 747 PG 882

ACCEPTANCE OF DESIGNATION AS RESIDENT AGENT

GASTON LeBRUN, being designated as resident agent of the foregoing corporation does by this instrument herewith accept such designation and responsibilities therein assigned.

FILED  
JAN 27 10 14 AM  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

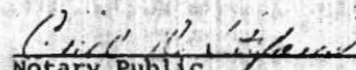
  
GASTON LeBRUN

STATE OF FLORIDA

COUNTY OF CHARLOTTE

OR 711 PG 1732

GASTON LeBRUN appeared before me, and after being duly sworn he acknowledged that he executed the foregoing Acceptance of Designation as Resident Agent for the purposes expressed in the Articles on this date,

  
Notary Public  
State of Florida at Large

My Commission Expires:

2-2-84

OR 747 PG 883

BY-LAWS  
OF

FOREST PARK CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit  
under the laws of the State of Florida

ARTICLE 1  
IDENTITY

OR 711 PG 1733

These are the By-Laws of FOREST PARK CONDOMINIUM ASSOCIATION, INC., called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State, of the State of Florida. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these By-Laws, which condominium is identified by the name FOREST PARK CONDOMINIUM and is located upon that certain land described in the Association's Articles of Incorporation.

1.1. OFFICE. The office of the Association shall be at 2460 Placida Road, Grove City, Florida 33533.

1.2. FISCAL YEAR. The fiscal year of the Association shall be the calendar year.

1.3. SEAL. The seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation not for profit" and the year of Incorporation.

ARTICLE 2  
MEMBERSHIP

2.1. MEMBERS. The members of the Association shall be all of the record owners of the units in the above mentioned Condominium. Any legal entity capable of ownership of real property under the laws of Florida, shall be eligible for membership. Any legal entity, upon acquiring record title to a condominium unit, shall automatically become a member of the Association, and upon the conveyance or transfer of said ownership, membership in the Association shall automatically cease. Change of membership shall be established by the delivery to the Association of a certified copy of the recorded deed or other instrument evidencing transfer of title to the unit and by the approval of the Association required by the Declaration of Condominium. A members share or interest in the assets of the Association cannot be transferred or hypothecated except as an appertenance to his unit.

2.2. PLACE OF MEETING. Meetings of the membership shall be held at the principle office or place of business of the Association, or at such other suitable place convenient to the membership as be designated by the Board of Directors.

2.3. ANNUAL MEETINGS. The first annual meeting of the members of the Association shall be held on the second Wednesday of January, 1982. Thereafter, annual meetings of the Association shall be held on the second Wednesday of January in each succeeding year. At the annual meeting the members shall elect directors and may transact such business of the Association as may properly come before it. The time of the day of all meetings shall be set by the directors.

2.4. SPECIAL MEETINGS. Special meetings of the members may be called by the President and must be called by the President at the request in writing of a majority of the Board of Directors or at the requesting of one-half of the members, such requests shall state the purpose of the proposed meeting.

2.5. NOTICE OF MEETINGS. The Secretary shall mail or



deliver a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held to each member of record, at his address as it appears in the membership book of the Association, at least ten (10), but not more than thirty (30) days prior to such meetings. Proof of posting, delivery or mailing of the notice shall be given by the affidavit of the person giving the notice. Notice of a meeting may be waived before or after a meeting. Attendance at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened.

2.6. **QUORUM.** A quorum of the members meeting shall consist of persons entitled to cast a majority of the votes of the entire membership. If a meeting of the members cannot be organized because a quorum is not present, the members who are present, may adjourn the meeting to a time not later than ten (10) days from the time of the original meeting called, and hold the meetings so adjourned without additional notice.

2.7. **VOTING.** At every meeting of the members, the owner or owners of each unit, either in person or by proxy, shall have the right to cast one vote. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting unless the question is one upon which, by express provisions of Statute, or the Declaration of Condominium, or the Articles of Incorporation, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. If a unit is owned by more than one person or entity, only one vote may be cast for that unit, and it shall be cast by one of the owners of the unit appointed by written certificate signed by the other owners of the unit.

2.8. **PROXIES.** Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned.

2.9. **ORDER OF BUSINESS.** The order of business at all annual or other meetings, the members shall be as follows:

- a. Roll call
- b. Proof of notice of meeting or waiver of notice
- c. Reading of minutes of preceding meeting
- d. Reports of officers
- e. Reports of committees
- f. Election of Directors
- g. Unfinished business
- h. New business

### ARTICLE 3 DIRECTORS

3.1. **MEMBERSHIP.** The affairs of the Association shall be managed by a board of not less than three (3) nor more than four (4) Directors, the exact number to be determined by a vote of the members. Directors shall be members of the Association.

3.2. **ELECTION OF DIRECTORS.** The initial Directors named in the Articles of Incorporation shall continue to serve until the first annual meeting. Thereafter, all Directors shall be elected by unit owners at their annual meeting. The election shall be by ballot "unless dispensed by unanimous consent" and by plurality of the votes cast, each person voting being entitled to cast his votes for



each of as many nominees as there are vacancies to be filled.

3.3. REMOVAL OF DIRECTORS. Directors may be removed by concurrence of a majority of the members of the Association at a special meeting of the members called for that purpose, and the vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.4. FILLING OF VACANCIES. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

3.5. TERM OF DIRECTORS. The term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.6. ORGANIZATION MEETING. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.7. REGULAR MEETING. Regular meetings of the Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, or by telephone, at least three (3) days prior to the day named for such meeting.

3.8. SPECIAL MEETING. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally, by mail, or telephone, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors must be called by the President, in like manner and in like notice of the written request of at least two (2) Directors.

3.9. WAIVER OF NOTICE. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any Board of Directors meeting shall be a waiver of notice by him of the time and place thereof.

3.10. QUORUM. A quorum at the Directors meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

3.11. 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.

3.12. WRITTEN ACTION. Any action which may be taken by the Directors at a meeting may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the Directors is filed in the minutes of the proceedings of the Board. Such consent shall have the effect of a unanimous vote.

**3.13. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.** All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required. The powers of the Board shall include but not be limited to, the following:

- a. To make and collect assessments against members as unit owners to defray the cost, expenses and losses of the condominium.
- b. To use the proceeds of assessments and charges in the exercise of its powers and duties.
- c. To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so required.
- d. To maintain, repair, replace and operate the condominium property and property acquired or leased by the Association for use by unit owners.
- e. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
- f. To reconstruct and repair improvements after casualty and to construct additional improvements of the condominium property.
- g. To make and amend reasonable regulations respecting the use and appearance of the property in the condominium; provided, however, that all those regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before they shall become effective.
- h. To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of units as may be provided by the Declaration of Condominium, and the By-Laws.
- i. To enforce by legal means the provisions of the Condominium Act, the Declaration of the Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the condominium.
- j. To contract for the management of the condominium and to delegate to the contractor all powers and duties of the Association except those that are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.
- k. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to grant leases of those portions for this purpose.

**3.14. BUDGET.** The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for maintenance, repairs, replacements, betterments, improvements and contingencies. Assessments shall be made in the manner provided in the Declaration of Condominium. Assessment shall be based on the budget for that year. Assessments and the budget for any given year may be revised from time to time by the Board of Directors.

**3.15. NOTICE OF MEETING TO UNIT OWNERS.** All meetings of the Board of Directors shall be open to all unit owners. Notice

of all meetings shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance, except in an emergency. 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.

**ARTICLE 4  
OFFICERS**

OR 711 PG 1737

4.1. **OFFICERS.** The principle officers of the Association shall be a President who shall be a Director, a Vice-President, a Secretary, and a Treasurer, all of whom shall be Directors and elected by the Board. The Board may appoint such other officers and committee chairmen as in their judgment may be necessary to the operation of the Association.

4.2. **ELECTION OF OFFICERS.** The officers of the Association shall be elected annually by the Board of Directors at the Organization Meeting of each new Board, and shall hold office at the pleasure of the Board.

4.3. **REMOVAL OF OFFICERS.** Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting called for such purpose.

4.4. **PRESIDENT.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of President of an association.

4.5. **VICE-PRESIDENT.** The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

4.6. **SECRETARY.** Secretary shall keep the minutes of all meetings of the Board of Directors, and the minutes of all meetings of the Association; he shall attend to the serving of all notices to all members and Directors and other notices required by law. He shall have charge of the Association records and papers and shall perform all other duties normally incident to the office of Secretary and as may be required by the Directors or the President.

4.7. **TREASURER.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurers report to the Board of Directors at reasonable intervals and shall perform all of the duties incident to the office of the Treasurer.

**ARTICLE 5  
AMENDMENTS**

**AMENDMENT TO BY-LAWS.** These By-Laws may be amended in the same manner as is provided in the Associations Articles of Incorporation for the amendment to the Articles. Amendments shall be effective when a copy certified by the Secretary is properly adopted and is recorded in the public records.

The foregoing was adopted as the By-Laws of FOREST PARK CONDOMINIUM ASSOCIATION, INC., a Corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on 22<sup>nd</sup> day, FEBRUARY, 1982.



# FOREST PARK

A RESIDENTIAL CONDOMINIUM LYING IN SECTIONS 20 & 21, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA.

## NOTES:

- 1) FOR DESCRIPTIONS, SURVEYORS' NOTES, AND SURVEYORS' CERTIFICATE, SEE SHEETS 2 AND 3.

## DESCRIPTION:

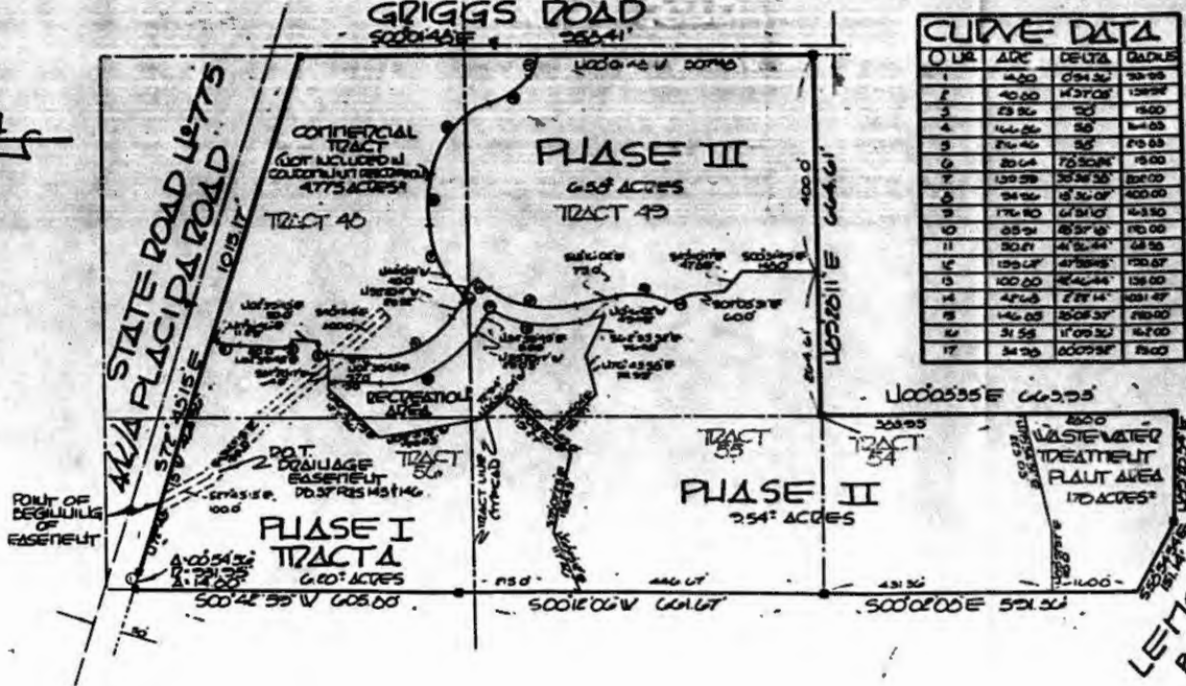
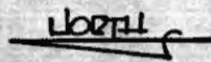
ALL THAT PORTION OF TRACTS 40, 49 AND THE EAST 1/2 OF TRACTS 54, 55 AND 56 LYING SOUTH OF STATE ROAD 14775 AND WEST OF TRACT 30 ROAD KNOWN AS GRIGGS ROAD, ALL BEING IN THE GROVE CITY LAND COMPANY, SUBDIVISION OF SECTIONS 20 AND 21, TOWNSHIP 41 SOUTH, RANGE 20 EAST, ACCORDING TO THE PLAT THEREOF, AS DECODED IN PLAT BOOK 1, PAGE 16 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

OR 875 PG 1428



LITTLESCALE SUBDIVISION PG 2 AREAS

BLUE COVE SUBDIVISION PG 3



CH	ARC	DELTA	RADIUS
1	44.00	094.32	33.00
2	40.00	107.00	150.00
3	23.50	50	15.00
4	14.50	50	14.00
5	21.00	50	20.00
6	20.04	70.50	19.00
7	139.39	30.30	100.00
8	24.50	130.00	400.00
9	176.80	67.50	41.50
10	88.50	85.50	18.00
11	30.00	41.50	48.50
12	109.00	47.50	120.00
13	100.00	24.00	130.00
14	47.00	77.14	101.47
15	146.00	100.30	100.00
16	31.50	110.00	67.00
17	34.50	100.50	15.00

RECORDED IN OFFICIAL RECORDS

'86 JUL 25 P2:28

BARBARA T. SCOTT  
CLERK OF PUBLIC RECORDS  
CHARLOTTE COUNTY, FLA.

'86 JUL 24 A9:56

RECEIVED AT ENGLEWOOD BRANCH

RECORD VERIFIED - Barbara T. Scott, Clerk  
SANDRA STACHNIK

D.C.

LETOU BAY



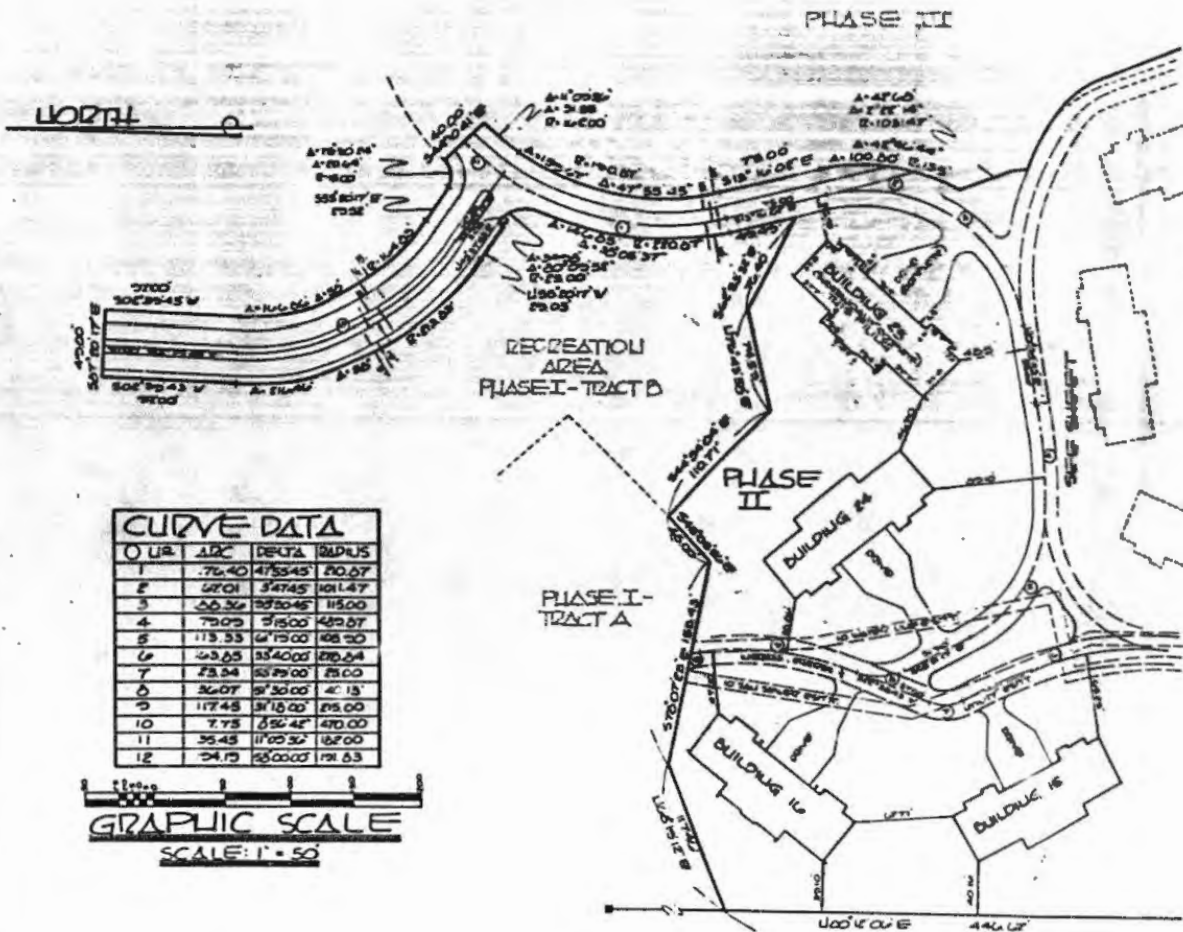




# FOREST PARK

A RESIDENTIAL CONDOMINIUM LYING IN SECTIONS 20 & 21, TOWNSHIP 15 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA

OR 875 PG 1431



**NOTE:**  
 1) SHADED AREA RELATES  
 BELIEVED TO ADJACENT

CURVE DATA			
CURVE	ARC	DELTA	CHORD
1	76.40	475545	20.07
2	52.01	34745	101.47
3	56.32	283045	115.00
4	79.05	31500	452.57
5	113.53	671500	108.20
6	63.65	334000	212.54
7	78.84	357900	25.00
8	36.07	213000	4.13
9	117.48	371500	25.00
10	7.75	35.45	470.00
11	35.48	112030	167.00
12	24.72	250000	121.83

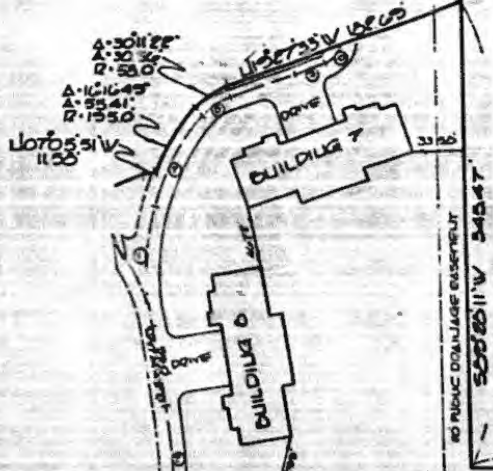


NORTH

# FOREST PARK

A RESIDENTIAL CONDOMINIUM LYING IN SECTIONS 20 & 21, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA.

OR 875 PG 1432



CURVE NO.	ARC	DELTA	RADIUS
1	87.79	27.22 50	155.00
2	7.06	8' 5.00	400.00
3	154.41	67.00 70	101.00
4	22.57	20.00 00	24.34
5	128.63	47.30 00	155.70
6	137.11	49.00 00	170.00
7	30.30	25.25 24	125.00
8	25.25	30.11 22	45.00
9	25.02	7.33 40	120.00
10	22.05	25.25 30	15.00

GRAPHIC SCALE:  
SCALE: 1" = 50'

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# FOREST PARK

A RESIDENTIAL CONDOMINIUM LYING IN SECTIONS 20 & 21, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA.

OR 875 PG 1436

UNIT	DIFFUSION									
	1	2	3	4	5	6	7	8	9	10
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UNIT	DIFFUSION			
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UNIT	DIFFUSION									
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UNIT	DIFFUSION			
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# FOREST PARK

A RESIDENTIAL CONDOMINIUM LYING IN SECTIONS 20 & 21, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA

**DESCRIPTION:** FOREST PARK CONDOMINIUM ALL TRACT ROUTING OF TRACTS 40, 41 AND THE EAST 1/2 OF TRACTS 34, 35 AND 36. 1/2 LOTS 20001 OF STATE ROAD 11775 AND WEST OF TRACT 30 FOR COUNTY ROAD 11775 AS SHOWN ON ROAD, ALL BEING IN THE GROWING CITY LAND COMPANY, SUBDIVISION OF SECTIONS 20 AND 21, TOWNSHIP 41 SOUTH, RANGE 20 EAST, ACCORDING TO THE PLAT THEREOF, AS DECEMBER 11, 1960, BOOK 1, PAGE 15 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.

**NOTES:**  
1. FOR DE: CERTAINOUS, SURVEY 00'S  
LOCATIONS AND SURVEYORS  
CERTIFICATE, SEE SUBJECTS  
2 AND 3.



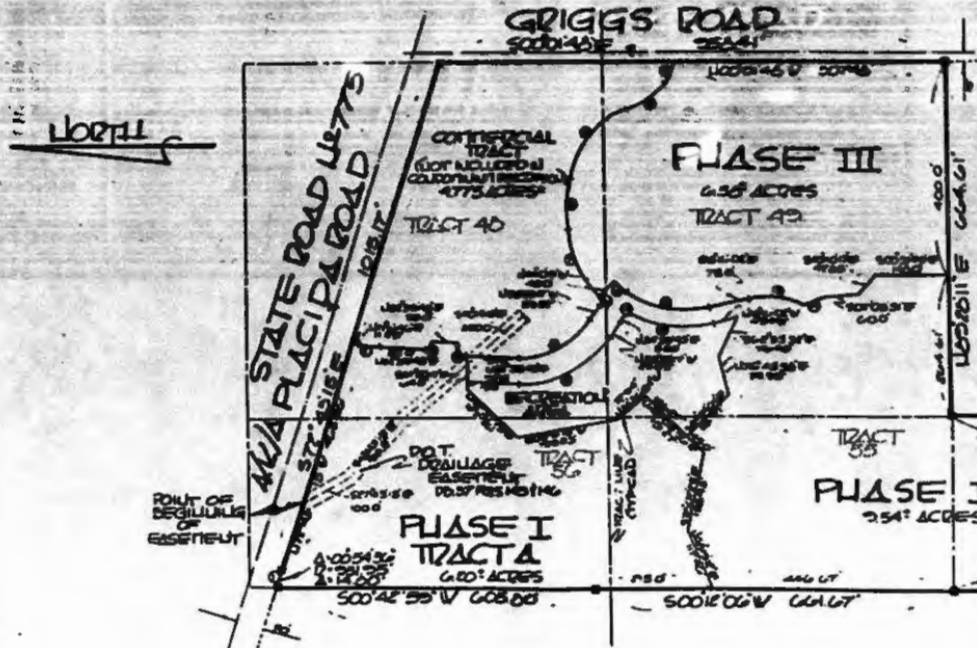
UNITS AVAILABLE  
SUBDIVISION  
202  
4/1/04

SUBDIVISION  
202  
4/1/04

OR 878 PG 1770

RECORDED IN  
OFFICIAL RECORDS

'86 NOV 14 P 3:47



ORDER	ARC	DELTA	CHORD
1	4.50	0.9430	33.95
2	40.00	4.3702	139.74
3	23.24	2.3	75.00
4	44.00	9.0	144.00
5	24.40	3.0	75.53
6	20.54	2.5508	66.00
7	35.59	3.5525	117.00
8	24.50	3.2007	100.00
9	175.80	6.2107	543.50
10	25.91	2.5745	84.00
11	50.21	4.3244	161.55
12	39.07	4.2548	130.07
13	20.00	2.0000	63.00
14	42.00	7.7141	135.47
15	42.00	2.0000	135.00
16	31.55	3.0923	102.00
17	34.50	3.0094	114.00

RECORD VERIFIED BY: *AW*

LETOLI BAY

FILE 86-782395



OR 878 PG. 1772

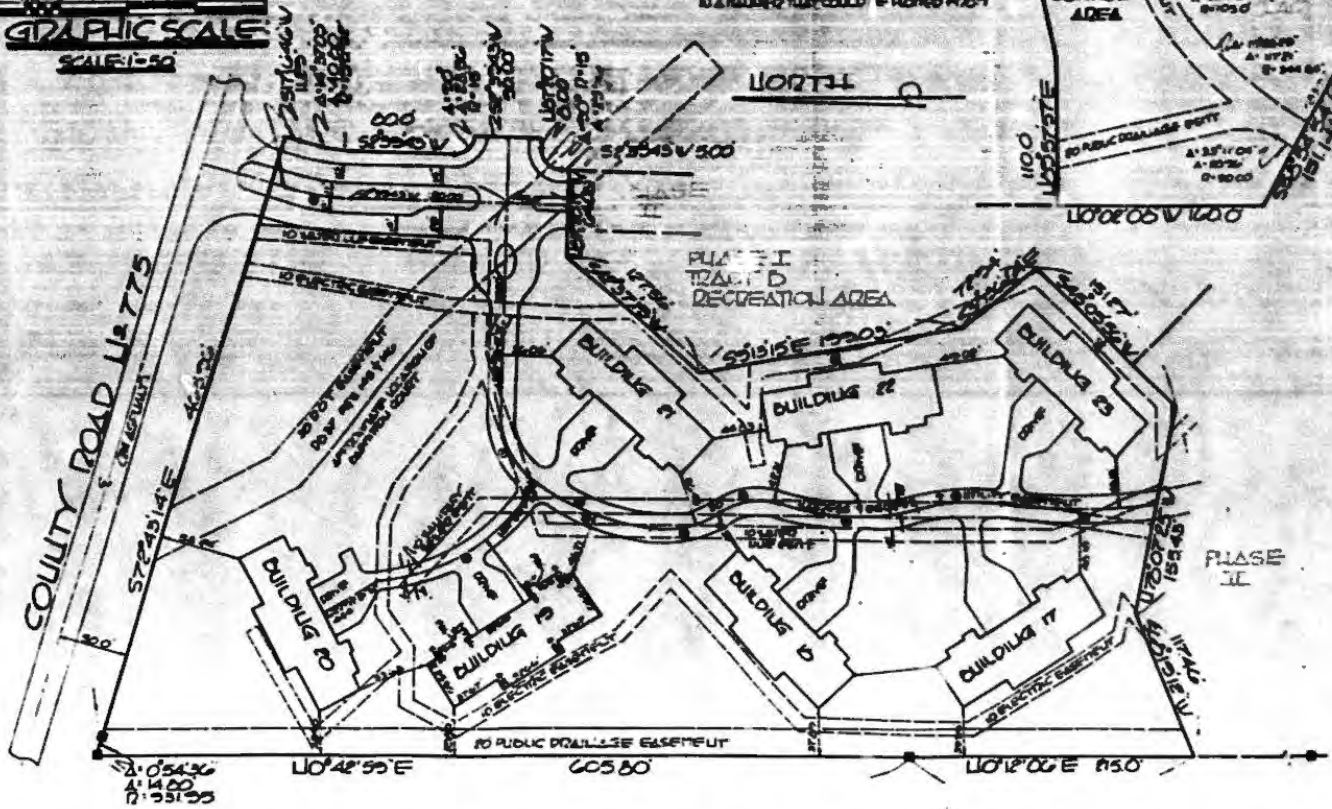
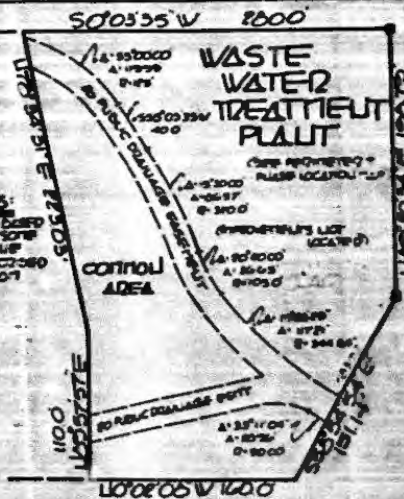
CURVE DATA			
CHG	ΔIAC	DELTA	RADIUS
1	257.3	1457.0	104.36
2	88.8	1734.0	92.00
3	178.0	1731.0	157.00
4	88.8	1731.0	157.00
5	257.3	1457.0	104.36
6	88.8	1734.0	92.00
7	257.3	1457.0	104.36
8	88.8	1734.0	92.00
9	178.0	1731.0	157.00
10	178.0	1731.0	157.00

GRAPHIC SCALE  
SCALE: 1"=50'

# FOREST PARK

A RESIDENTIAL CONDOMINIUM LYING IN  
SECTIONS 20 & 21, TOWNSHIP 41 SOUTH, RANGE 20 EAST,  
CHARLOTTE COUNTY, FLORIDA.

**SURVEYOR'S NOTATIONS:**  
THIS PLAN IS TO BE CONSIDERED AS A PART OF THE DEED OR RECORD OF THE DEED TO WHICH THIS PLAN IS REFERRED AND THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE SURVEY AND THE CORRECTNESS OF THE INFORMATION FURNISHED TO HIM BY THE OWNER OF THE LAND SURVEYED AND HE ASSUMES NO LIABILITY FOR ANY ERROR OR OMISSION IN THE PLAN OR THE DEED OR RECORD TO WHICH THIS PLAN IS REFERRED.

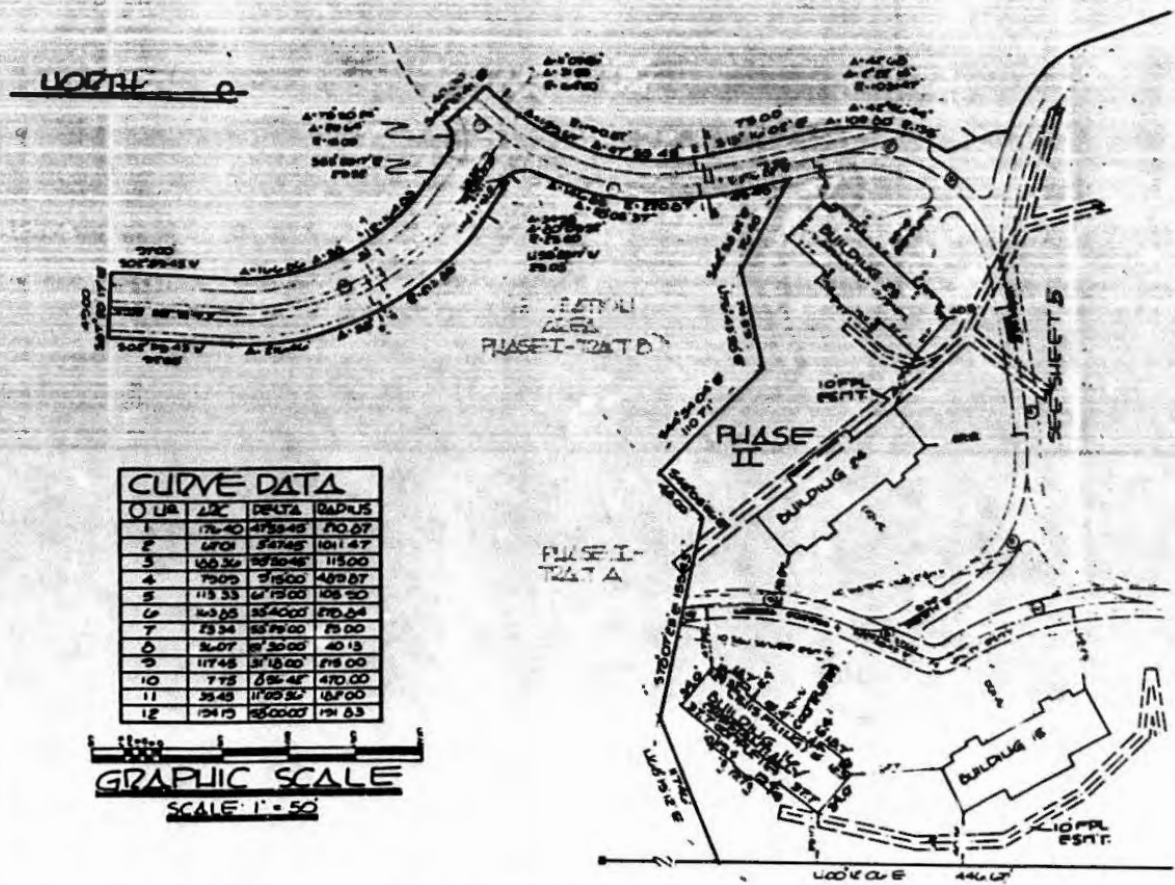




# FOREST PARK

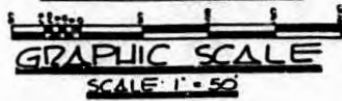
A RESIDENTIAL CONDOMINIUM LYING IN  
SECTIONS 20 & 21, TOWNSHIP 41 SOUTH, RANGE 20 EAST,  
CHARLOTTE COUNTY, FLORIDA

OR 878 PG 1773



**NOTE:**  
SHADED AREA DENOTES PAVED ROADWAY

CURVE DATA	CHORD	DELTA	RADIUS
1	176.40	47°54'45"	170.67
2	67.01	34°24'45"	101.47
3	100.32	50°30'45"	115.00
4	79.05	37°15'00"	499.87
5	115.33	67°15'00"	108.20
6	83.05	35°40'00"	178.64
7	73.34	30°15'00"	75.00
8	21.07	17°30'00"	40.13
9	117.48	37°15'00"	178.00
10	77.5	08°45'45"	470.00
11	35.48	11°00'30"	187.00
12	124.15	18°00'00"	124.63



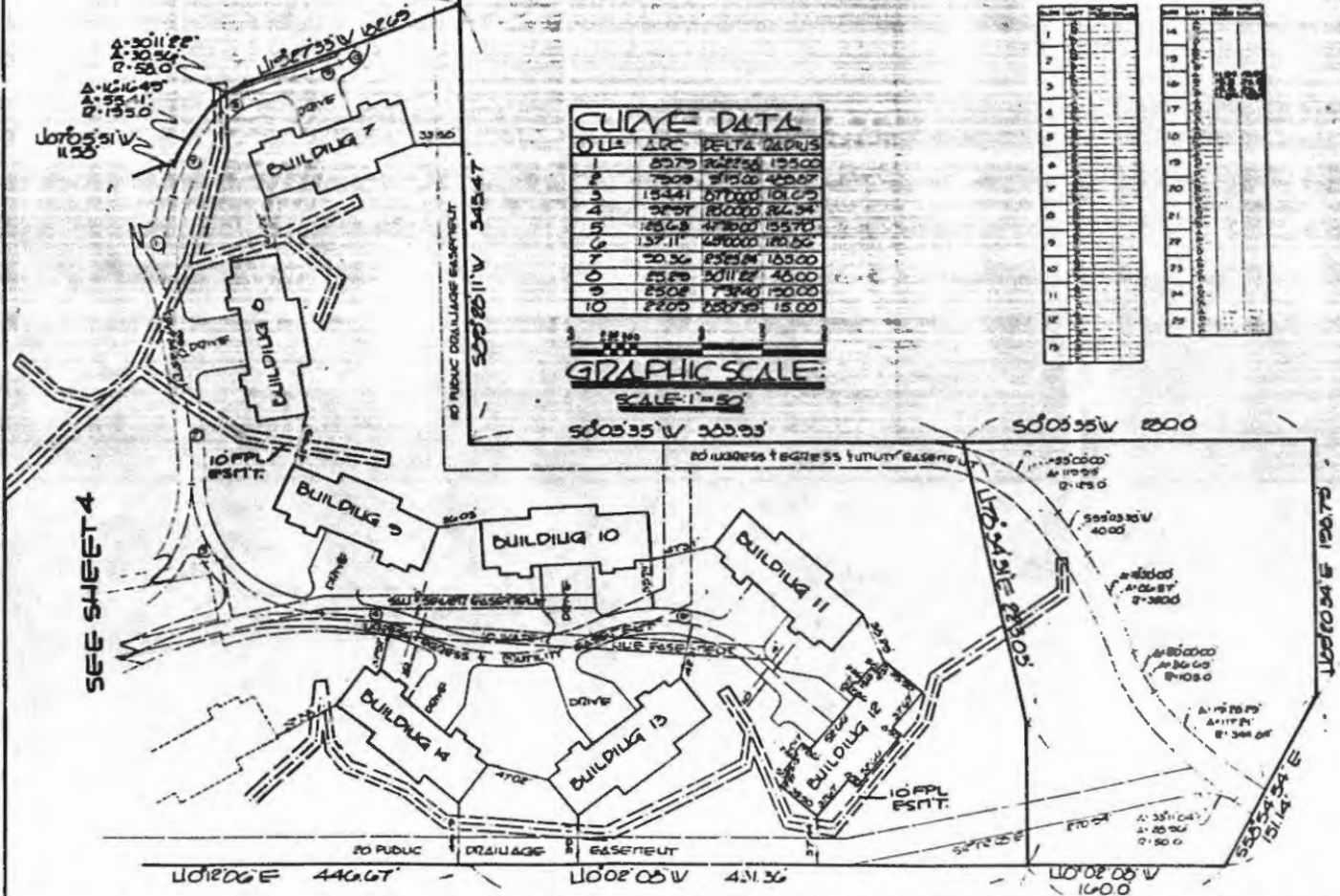


NORTH

# FOREST PARK

A RESIDENTIAL CONDOMINIUM LYING IN SECTIONS 20 & 21, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA.

OR 878 PG 1774



**CURVE DATA**

CHORD	ARC	DELTA	ADIUS
1	85.79	202°56'	135.00
2	75.09	219.00	400.07
3	154.41	277.000	101.25
4	20.07	20.000	264.34
5	28.68	41.000	155.70
6	137.11	220.000	180.00
7	20.30	232.00	185.00
8	23.28	201.127	48.00
9	25.08	73.000	150.00
10	22.05	252.750	15.00

GRAPHIC SCALE:  
SCALE: 1" = 50'

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SEE SHEET 4

# FOREST PARK

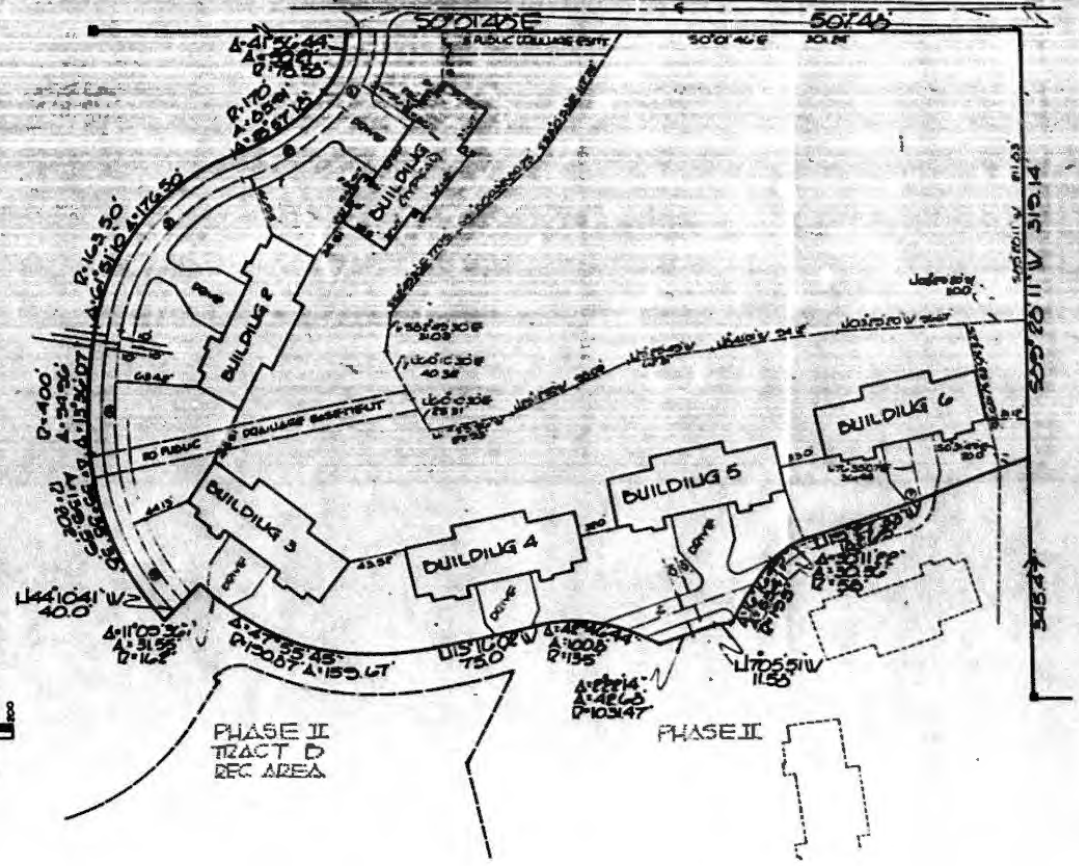
A RESIDENTIAL CONDOMINIUM LYING IN  
SECTIONS 20 & 21, TOWNSHIP 41 SOUTH, RANGE 20 EAST,  
CHARLOTTE COUNTY, FLORIDA.

GRIGGS ROAD

OR 878 PG 1775

NORTH

CURVE	ARC	DELTA	RADIUS
1	61.83	128.44	58.56
2	26.08	188.78	150.00
3	154.51	21.510	143.80
4	20.8	132.00	350.00
5	14.72	204.54	132.00
6	15.07	708.00	1011.47
7	1.67	627.21	1800



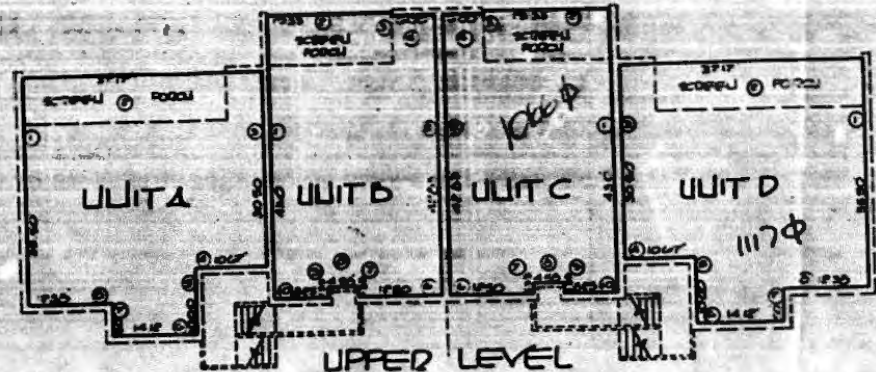




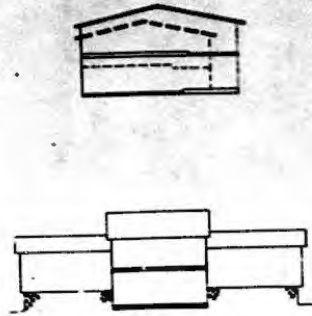
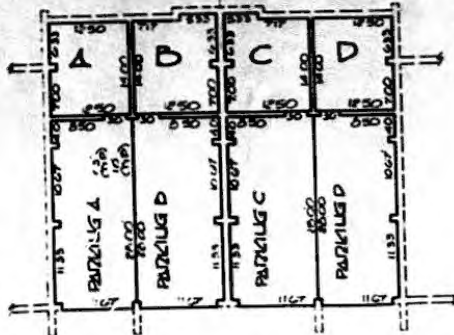
# FOREST PARK

A RESIDENTIAL CONDOMINIUM LYING IN SECTIONS 20 & 21, TOWNSHIP 41 SOUTH, RANGE 20 EAST, CHARLOTTE COUNTY, FLORIDA.

OR 878 PG 177



LOWER LEVEL





# FOREST PARK

A RESIDENTIAL CONDOMINIUM LYING IN  
SECTIONS 20 & 21, TOWNSHIP 41 SOUTH, RANGE 20 EAST,  
CHARLOTTE COUNTY, FLORIDA.

OR 878 PG 1778

UNIT NO.	DIFFUSION									
	1	2	3	4	5	6	7	8	9	10
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UNIT NO.	DIFFUSION									
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83 Oct-1 A9:59

FILE# 0637478  
DAVID JOHNSON

FIRST AMENDMENT TO THE AMENDED  
DECLARATION OF CONDOMINIUM

CLERK  
CHARLOTTE

PG FL 33950

FOREST PARK  
A Condominium

PINE TRACE CORPORATION, a Florida corporation, this 28<sup>th</sup> day of November, 1983, hereby amends the Amended Declaration of Condominium as the same is recorded in Official Records Book 747, Pages 838 thru 888 and Condominium Plat Book 4, Pages 30-A thru 30-I of the Public Records of Charlotte County, Florida by amending said Exhibit "B" to the Declaration of Condominium as shown on the attached Exhibit "B-2". Said Amendment is made for the purpose of showing the final construction data for Buildings 17 and 19 and the utility easements, access to the buildings, and other facilities shown thereon which have been substantially completed since the recording of the original Amended Declaration of Condominium.

OR 752 PG 464

IN WITNESS WHEREOF, the Developer, PINE TRACE CORPORATION, has executed this First Amendment to the Amended Declaration of Condominium the day and year first above written.

PINE TRACE CORPORATION  
a Florida Corporation

By: Gaston LeBrun  
Gaston LeBrun, President



Signed in the presence of:

E. David Johnson  
Paul W. Stephens

STATE OF FLORIDA:  
COUNTY OF CHARLOTTE:

The foregoing instrument was acknowledged and attested to before me this 28<sup>th</sup> day of November, 1983 by GASTON LeBRUN, President of PINE TRACE CORPORATION, a Florida corporation, on behalf of the corporation.

Paul W. Stephens  
Notary Public  
My commission expires:

60484



This Instrument Was Prepared By  
E. DAVID JOHNSON  
Attorney at Law  
131 Taylor St., Punta Gorda, Fla. 33950

Handwritten signature and date at the bottom right.

GARGIS & ASSOCIATES, INC.

ENGINEERS — PLANNERS — LAND SURVEYORS  
 30 HESBIT STREET, PUNTA GORDA, FLORIDA 33950  
 (813) 639-8125

# FOREST PARK A CONDOMINIUM

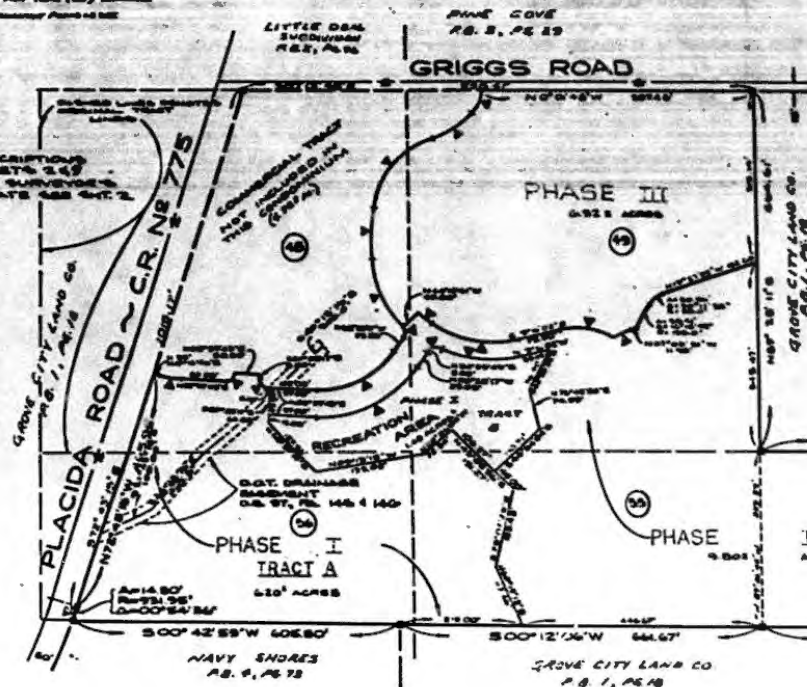
PERIMETER AND PHASE  
 LOCATIONS MAP  
 EXHIBIT



OR 752 PG 465

⊙ shows other CITY PLAN (not) shown.  
 ⊙ shows boundary between PHASES of MAP

LOTS: FOR DESCRIPTIONS  
 SEE SHEETS 2 & 3  
 AND FOR SURVEYOR'S  
 CERTIFICATE SEE SHT. 2



CURVE DATA

NO.	ARC	DELTA	CHORD
1	14.80'	97°54'34"	261.92'
2	20.80'	97°57'00"	289.92'
3	28.80'	98°	32.00'
4	100.80'	98°	164.80'
5	216.44'	98°	212.89'
6	30.64'	170°24'	6.00'
7	159.92'	97°52'56"	202.00'
8	84.96'	97°56'07"	400.00'
9	176.96'	97°57'00"	128.80'
10	88.96'	97°57'00"	170.00'
11	80.97'	97°57'42"	68.96'
12	159.97'	97°58'48"	190.97'
13	100.97'	97°59'44"	138.00'
14	42.48'	97°59'44"	1081.97'
15	140.96'	97°59'57"	130.00'
16	31.96'	97°59'59"	152.00'
17	34.96'	97°59'52"	28.00'

~ L. GARGIS DAY







GARGIS & ASSOCIATES, INC.

ENGINEERS — PLANNERS — LAND SURVEYORS  
 30 N.W. 11TH STREET, FURCO BLDG., FLORIDA 33500  
 (613) 630-8888

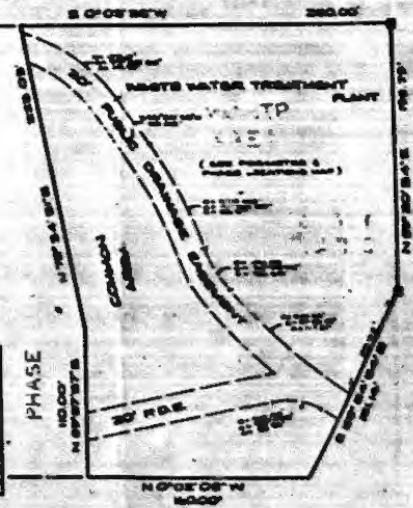
# FOREST PARK A CONDOMINIUM

## PHASE I EXHIBIT

**SURVEYOR'S NOTATIONS:**

1. CHANGED AREAS REPRESENTED BY DASHED LINES WITHIN PHASE II.

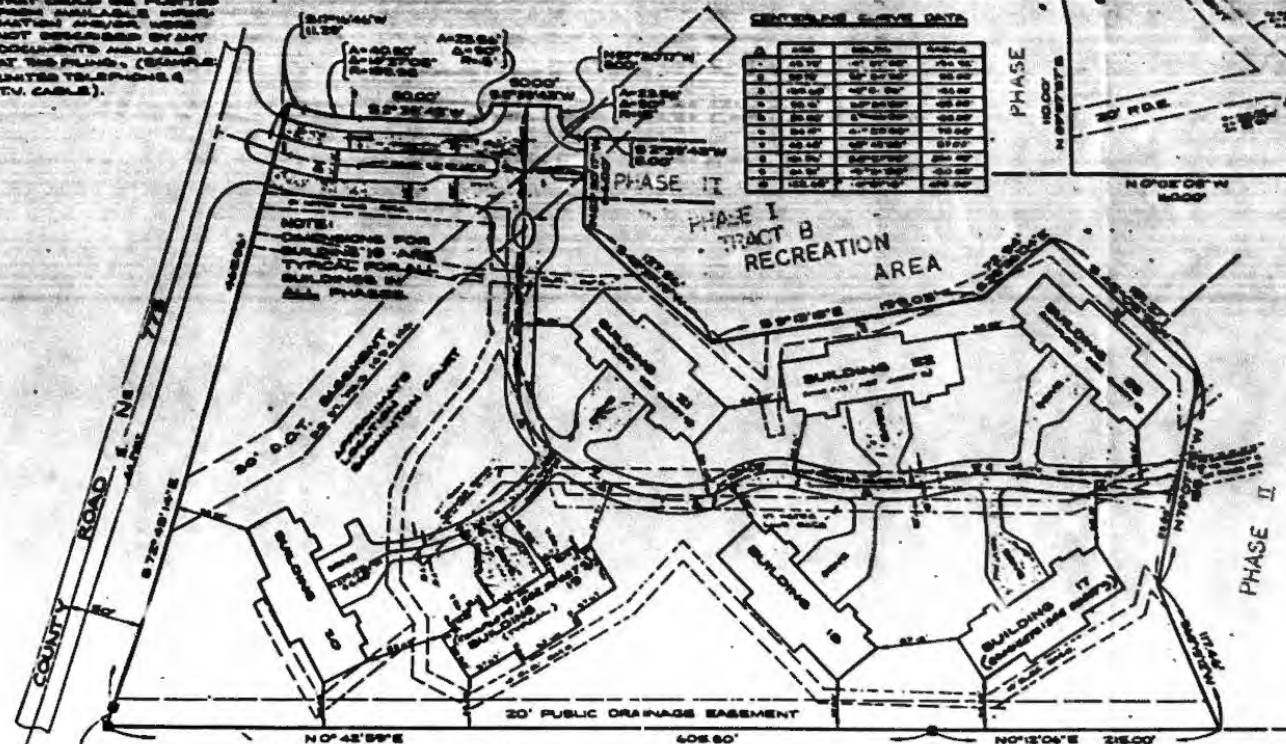
2. DIMENSIONS SHOWN HEREIN WERE OBTAINED ON THE BEST AVAILABLE INFORMATION. SOME DIMENSIONS MAY NOT BE SHOWN DUE TO THE FACT THAT THEIR LOCATION HAS NOT BEEN DESCRIBED IN A MANNER THAT WOULD BE PLEASANT FROM AVAILABLE INFORMATION AND/OR NOT NOTED OR RECORDED BY ANY DOCUMENTS AVAILABLE AT THE PLANNING (EXAMPLE: UNITED TELEPHONE & TV. CABLE).



**CONCRETE CURB DATA**

NO.	LINE	BEARING	LENGTH
1	100' 00"	N 0° 00' 00" W	100.00
2	100' 00"	S 0° 00' 00" E	100.00
3	100' 00"	E 0° 00' 00" W	100.00
4	100' 00"	S 0° 00' 00" E	100.00
5	100' 00"	N 0° 00' 00" W	100.00
6	100' 00"	E 0° 00' 00" W	100.00
7	100' 00"	S 0° 00' 00" E	100.00
8	100' 00"	N 0° 00' 00" W	100.00
9	100' 00"	E 0° 00' 00" W	100.00
10	100' 00"	S 0° 00' 00" E	100.00
11	100' 00"	N 0° 00' 00" W	100.00
12	100' 00"	E 0° 00' 00" W	100.00
13	100' 00"	S 0° 00' 00" E	100.00
14	100' 00"	N 0° 00' 00" W	100.00
15	100' 00"	E 0° 00' 00" W	100.00
16	100' 00"	S 0° 00' 00" E	100.00
17	100' 00"	N 0° 00' 00" W	100.00
18	100' 00"	E 0° 00' 00" W	100.00
19	100' 00"	S 0° 00' 00" E	100.00
20	100' 00"	N 0° 00' 00" W	100.00

OR 752 PG 467



NOTE: ABSOLUTE DATA FOR HEREIN IS TO BE USED ONLY BETWEEN BUILDINGS, ETC. IS SHOWN IN ( ) TO BE USED FOR ALL SHEETS, EXCEPT SHEET 2.







**GARGIS & ASSOCIATES, INC.**  
 ENGINEERS — PLANNERS — LAND SURVEYORS  
 30 HESBY STREET, PUNTA GORDA, FLORIDA 33950  
 (813) 838-8888

# FOREST PARK, A CONDOMINIUM

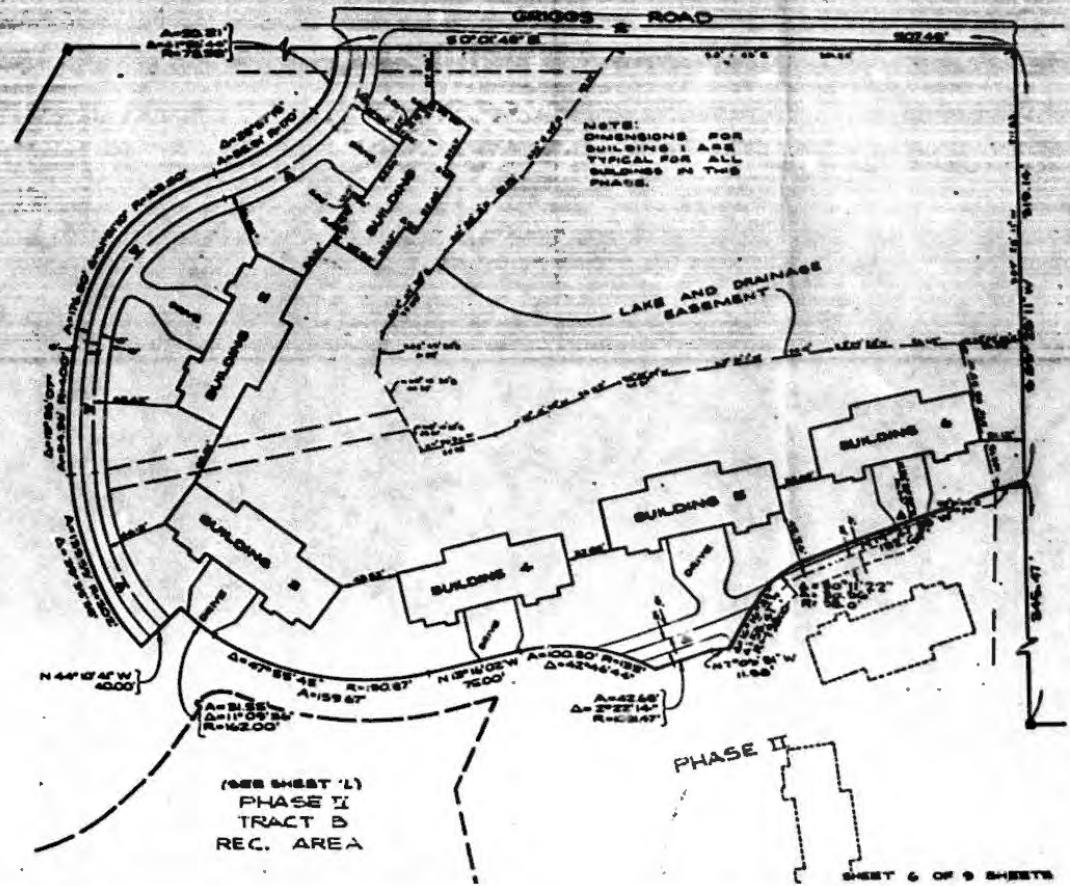
PHASE III  
 EXHIBIT.



OR 752 PG 470

CENTRALISE CURVE DATA

A	AGE	SECT.	CURVE
1	64.82	27°52'40"	84.50
2	64.82	27°52'40"	108.00
3	64.82	27°52'40"	108.00
4	64.82	27°52'40"	108.00
5	64.82	27°52'40"	108.00
6	1.87	0°00'00"	4.00



NOTE:  
 DIMENSIONS FOR  
 BUILDING 1 ARE  
 TYPICAL FOR ALL  
 BUILDINGS IN THIS  
 PHASE.

(SEE SHEET 'L')  
 PHASE II  
 TRACT B  
 REC. AREA



GARGIS & ASSOCIATES, INC.  
ENGINEERS — PLANNERS — LAND SURVEYORS  
310 HESBET STREET, PLANTA GORDA, FLORIDA 33950  
(813) 639-8826

# FOREST PARK, A CONDOMINIUM PHASE I - TRACT B RECREATION AREA EXHIBIT

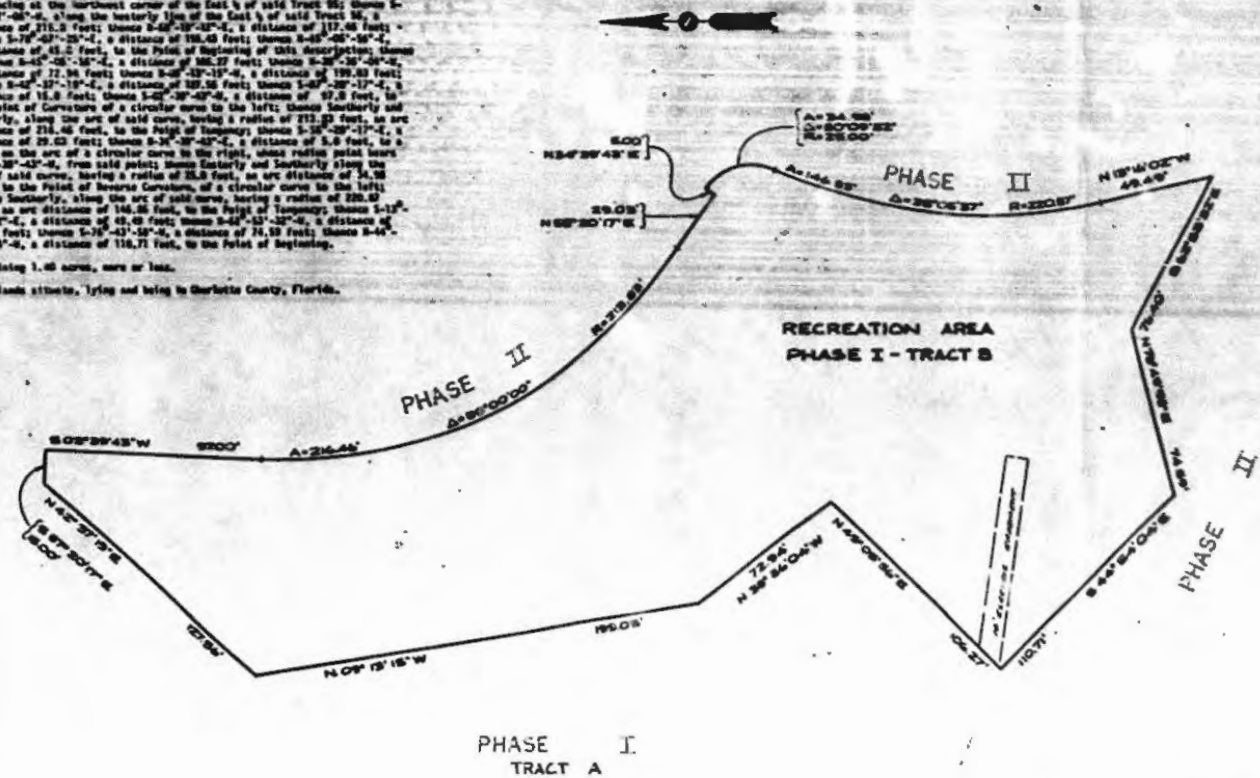


OR 752 PG 471

PHASE I - TRACT B  
DESCRIPTION: FOREST PARK RECREATION AREA  
A portion of Tracts 48, 49, 55 and 56, THE GORDA CITY LAND COMPANY, SUBDIVISION, of Sections 29 and 31, Township 41 South, Range 28 East, according to the plat thereof, as recorded in Plat Book 1, Page 18, of the Public Records of Charlotte County, Florida, being more particularly described as follows:

Commencing at the northwest corner of the East 1/2 of said Tract 55; thence S-02°-17'-08"-E, along the westerly line of the East 1/2 of said Tract 55, a distance of 215.5 feet; thence S-02°-10'-32"-E, a distance of 117.46 feet; thence S-78°-57'-25"-E, a distance of 158.45 feet; thence S-85°-00'-56"-E, a distance of 43.5 feet, to the Point of Beginning of this description; thence continue S-65°-08'-16"-E, a distance of 100.27 feet; thence S-30°-36'-04"-E, a distance of 72.34 feet; thence S-02°-12'-15"-E, a distance of 199.33 feet; thence S-02°-17'-10"-E, a distance of 127.55 feet; thence S-07°-28'-17"-E, a distance of 15.8 feet; thence S-02°-38'-07"-E, a distance of 67.8 feet, to the Point of Curvature of a circular curve to the left; thence Southerly and Easterly, along the arc of said curve, having a radius of 212.33 feet, an arc distance of 214.48 feet, to the Point of Tangency; thence S-35°-08'-17"-E, a distance of 29.03 feet; thence S-34°-32'-42"-E, a distance of 3.8 feet, to a point on the arc of a circular curve to the right, whose radius point bears S-34°-32'-42"-E, from said point; thence Easterly and Southerly along the arc of said curve, having a radius of 15.8 feet, an arc distance of 24.36 feet, to the Point of Reverse Curvature, of a circular curve to the left; thence Southerly, along the arc of said curve, having a radius of 220.63 feet, an arc distance of 146.55 feet, to the Point of Tangency; thence S-12°-16'-02"-E, a distance of 42.48 feet; thence S-02°-53'-25"-E, a distance of 76.40 feet; thence S-76°-43'-58"-E, a distance of 74.13 feet; thence S-44°-54'-04"-E, a distance of 116.71 feet, to the Point of Beginning.

Containing 1.48 acres, more or less.  
said lands situate, lying and being in Charlotte County, Florida.



PHASE I  
TRACT A

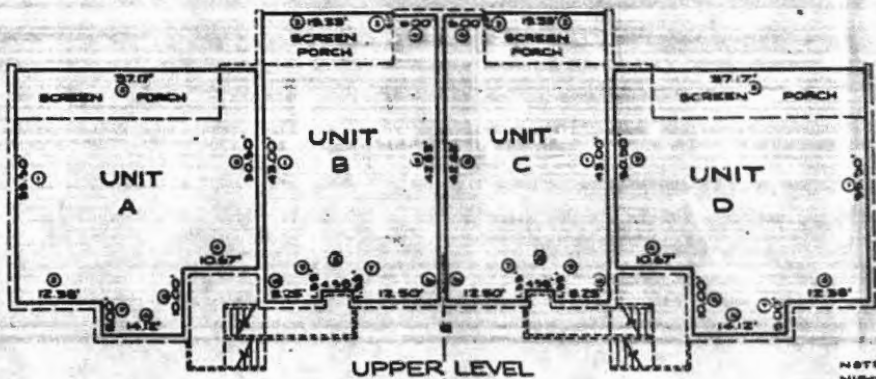
GARGIS & ASSOCIATES, INC.  
ENGINEERS — PLANNERS — LAND SURVEYORS  
30 MESKIT STREET, PLANTA GORDA, FLORIDA 33950  
(813) 639-8828

# FOREST PARK, A CONDOMINIUM

TYPICAL FLOOR PLAN  
EXHIBIT

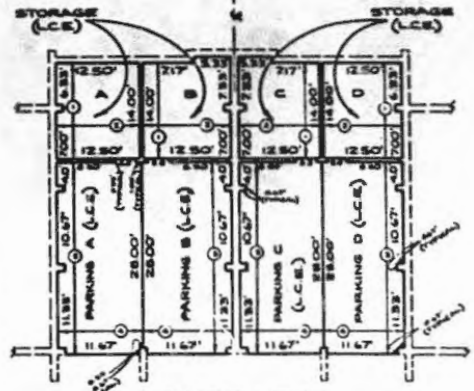
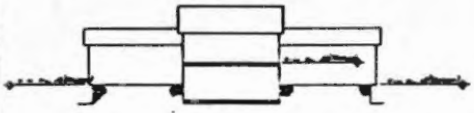
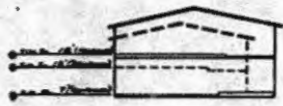


OR 752 PG 472



UPPER LEVEL

NOTE:  
NUMBERS IN CIRCLES  
DENOTES LOCATION  
OF "AS-BUILT" DIMENSIONS  
SHOWN ON SHEET 9.



LOWER LEVEL

GARGIS & ASSOCIATES, INC.  
 BUSINESS PLANNERS — LAND SURVEYORS  
 30 HENRY STREET, PLYMOUTH GORDON, FLORIDA 33550  
 (601) 639-8828

# FOREST PARK A CONDOMINIUM

FINAL CONSTRUCTED DATA  
 EXHIBIT

OR 752 PG 473

UNIT NO.	DIMENSION									
	1	2	3	4	5	6	7	8	9	10
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UNIT NO.	DIMENSION									
	1	2	3	4	5	6	7	8	9	10
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15										
16										
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ASBURY BUILDINGS NO. 19 - APR. 23, 1983.  
 ASBURY BUILDINGS NO. 17 - APR. 26, 1983.  
 ASBURY BUILDINGS NO. 15 - APR. 27, 1983.  
 ASBURY BUILDINGS NO. 13 - APR. 28, 1983.

EXHIBIT "B-2"