

941044-WS

FORM 7
PAGE 1 OF 2

ORIGINAL
FILE COPY

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

NAME OF SYSTEM: SANDHILL PINES CONDOMINIUM ASSOCIATION, INC.

PHYSICAL ADDRESS OF SYSTEM: 1999 Kings Highway
Port Charlotte, FL 37980

MAILING ADDRESS (IF DIFFERENT): 1/A Harborside Property Management
3455-A South Access Rd; Englewood, FL 34224

COUNTY: CHARLOTTE

PRIMARY CONTACT PERSON:

NAME: BILL GUNT

ADDRESS: 3455-A SOUTH ACCESS ROAD
ENGLEWOOD, FL

PHONE #: 813-473-1799

ACK _____

AFA _____ NATURE OF APPLICANT'S BUSINESS ORGANIZATION: (CORPORATION,
APP _____ PARTNERSHIP, SOLE PROPRIETOR, ETC.) CORPORATION NOT FOR PROFIT

CAF _____ I believe this system to be exempt from the regulation of the
CMU _____ Florida Public Service Commission pursuant to Section 367.022(7),
CTE _____ Florida Statutes, for the following reasons:

ENG _____ ① The corporation, association, or cooperative is
IDS _____ nonprofit.

LIN _____ ② Service will be provided solely to members who own
ORC _____ and control it.

ROH _____ 3. The system provides (CHOOSE THE ONE THAT IS APPLICABLE):
SEC 1 _____ Water only _____
WAS _____ Wastewater only X _____
OTH _____ Both _____

4. Sandhill Pines Condominium Assoc. will do the
billing for such service.

DOCUMENT NUMBER - ~~DATE~~ service area is located at: Sandhill Pines Condominium

12610 DEC 16 1999 Kings Highway, Port Charlotte, FL

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.

 Daisy Fendt
(Applicant please print or type)

 12/8/94
(Date)

 Daisy F. Fendt
(Signature)
Daisy F. Fendt

 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.

HARBORSIDE
Property Management Inc.
3455 S. Access Road; Suite A
Englewood, FL 34224
(813) 473-1799 (813) 473-1964
Fax (813) 473-2057

MEMO
LETTER



DATE: December 7, 1994

TO: Public Service Commission
Div of Water & Wastewater
Fletcher Building
101 East Gaines Street
Tallahassee, FL 32399-0850

SUBJECT APPLICATION FOR EXEMPTION
FROM REGULATION

Dear Sir:

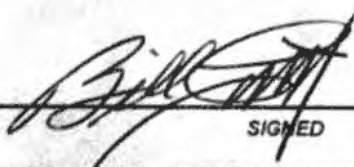
In accordance with your instructions received during the meeting you held in Charlotte County at the Harold Avenue Recreation Center on 11/14/94, I am submitting the following information for SANDHILL PINES CONDOMINIUM ASSOCIATION, INC.:

1. "Application for Nonprofit Association Exemption" Section 367.022(7).
2. Declaration of Condominium with the Articles of Incorporation and Bylaws.
3. Warranty Deed dated the 9th of July 1981.

If you have any questions please contact Bill Guht at the above numbers.

Sincerely,

Please Reply No Reply Necessary



SIGNED

FOR YOUR REPLY:

Please Reply No Reply Necessary

SIGNED

Executive Use

This Indenture

Made this 9th day of July A.D. 19 81 **671 K1739**

Between **JAMES E. MOORE III, Individually and as Trustee, joined by his wife PATRICIA A. MOORE**

of the County of **CHARLOTTE** and State of **FLORIDA**
parties of the first part, and **SANDHILL PROPERTIES, INC.**,
whose Post Office Box is 2120, Fort Charlotte 33952
a corporation existing under the laws of the State of **FLORIDA**
having its principal place of business in the County of **CHARLOTTE** and
State of **FLORIDA** party of the second part,

Witnesseth, that the said parties of the first part, for and in consideration of the sum of **TEN AND NO/100's** (\$10.00) Dollars, to **it** in hand paid, the receipt whereof is hereby acknowledged, he granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed and by these presents does grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of **CHARLOTTE** and State of Florida, more particularly described as follows:

SEE SCHEDULE "A" ATTACHED HERETO
AND MADE A PART HEREOF BY REFERENCE.

SUBJECT TO restrictions, reservations, assessments of record and taxes for the year 1981 and subsequent years.

RECORDED IN
OFFICIAL RECORDS
#6097-25
#6017-95
81 53583

RECORDED IN
OFFICIAL RECORDS

JUL 16 1981

WALTER S. ALSTON
CLERK OF COUNTY COURT
CHARLOTTE COUNTY, FLORIDA

[Handwritten signature]
Josephine L. Galt

Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

To Have and to Hold the same in fee simple forever.

And the said parties of the first part does covenant with the said party of the second part that **it** lawfully seized of the said premises, that they are free of all incumbrances, and that **it** has good right and lawful authority to sell the same; and that said parties of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the said parties of the first part has hereunto set hand and seal the day and year above written.

Witnessed in Our Presence:

[Handwritten signature]

[Handwritten signature]
JAMES E. MOORE III, Individually
and as Trustee
[Handwritten signature]
PATRICIA A. MOORE

JULY 10 1981

Law Office Of
JAMES E. MOORE, III, P.A.

1973 270

	Warranty
	TO CORPORATION
Date	TO
ABSTRACT OF DESCRIPTION	

RECORDED
INDEXED
JUL 10 1973

State of Florida
County of CHARLOTTE

as 671 1740

I hereby certify That on this 9th day of July
A. D. 19 73, before me personally appeared
JAMES E. MOORE III, Individually and as Trustee, joined by his
wife PATRICIA A. MOORE, described in and who executed the foregoing
to me known to be the person described in and who executed the foregoing
conveyance to SANDHILL PROPERTIES, INC., a Florida corporation

and severally acknowledged
the execution thereof to be their free act and deed for the uses and purposes
therein mentioned;
my signature and official seal at Punta Gorda
in the County of Charlotte and State of Florida, this 9th day of July 1973
your last aforesaid.

My Commission Expires _____
Notary Public, State of Florida at Large
My Commission Expires March 11, 1974
Should Show Day This Commission Expires

[Signature]
Notary Public


L

SCHEDULE "A"

671 1741

Commence at the NW corner of Section 7, Township 40 South, Range 23 East, Charlotte County, Florida, said point also being the Point of Beginning; thence, run S 89°50'38" E along the North line of said Section 7, a distance of 425.00 feet to a point; thence, run S 00°02'39" W parallel with the West line of Section 7, a distance of 4675.00 feet to a point; thence, run S 89°50'38" E parallel with the North line of Section 7, a distance of 437.2 feet, more or less, to the centerline of Kings Highway; thence run southwesterly along said centerline of Kings Highway, to its intersection with the South line of said Section 7; thence, run N 89°29'29" W along said South line of Section 7, a distance of 648.7 feet more or less to the SW corner of said Section 7; thence, run N 00°02'39" E along the West line of Section 7, a distance of 5321.85 feet to the Point of Beginning, and containing approximately 56.86 acres more or less. Less and Excepting right of way easements for Peachland Bl., Loveland Blvd., Kings Highway and other easements of record.

LESS AND EXCEPT:

Commence at the S.W. corner of Section 7 Twp 40 S; Rge 23 E. Thence run S 89-29-29 E along the South line of said Section 7, a distance of 25.00 feet to the Point of Beginning:

Thence run N 00-02-39 E, 25.00 feet East of and parallel to the West line of said Section 7, a distance of 1147.00 feet; Thence run S 89-29-29 E parallel the South line of Section 7, a distance of 400.02 to a point; Thence run S 00-02-39 W a distance of 498.32 feet to a point; Thence run S 89-50-38 E, a distance of 384.73 feet to a point 50 feet, Westerly of the centerline of existing Kings Highway as measured at right angles, Thence run S 18-13-36 W, 50 feet West of & parallel the centerline of existing Kings Highway, 684.27 feet to the South line of aforementioned Section 7; Thence run N 89-29-29 W along the South line of Section 7, a distance of 571.23 feet to the Point of Beginning and containing 14.69 AC more or less.

ALL LYING AND BEING IN CHARLOTTE COUNTY, FLORIDA.



JULY 19 1981

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 DECLARATION OF CONDOMINIUM
 TO
 SANDHILL PINES CONDOMINIUM

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EXHIBIT B - ARTICLES OF INCORPORATION OF CONDOMINIUM ASSOCIATION

EXHIBIT C - BYLAWS OF THE CONDOMINIUM ASSOCIATION

EXHIBIT "A"

RECEIVED

DEC 12 1994

Florida Public Service Commission
 Division of Water and Wastewater

DECLARATION OF CONDOMINIUM

SANDHILL PINES CONDOMINIUM

SANDHILL PROPERTIES, INC., A Florida Corporation, is the owner of a parcel of land in Charlotte County, Florida, more particularly described in Article III of this Declaration of Condominium. It contemplates developing this land as a phased condominium consisting of seven phases. The first phase will be on the land described in Article III A of this declaration and the second phase will be on the land more particularly described in Article III B. Phase III will be built on the land described in Article III C. Phase IV will be built on land described in Article III D. Phase V will be built on land described in Article III E. Phase VI will be built on land described in Article III F and Phase VII will be built on land described in Article III G. Phase VIII will be built on land described in Article III H. Phase IX will be built on land described in Article III I. Phase X will be built on land described in Article III J. Phase XI will be built on land described in Article III K. Phase I will contain 54 apartments and Phase II will contain 18 apartments; Phase III will contain 18 apartments; Phase IV will contain 18 apartments; Phase V will contain 18 apartments; Phase VI will contain 18 apartments; Phase VII will contain 18 apartments; VIII will contain 18 apartments; Phase IX will contain 18 apartments; Phase X will contain 18 apartments; Phase XI will contain 18 apartments; so that ultimately the condominium development will consist of 234 apartments when all 11 phases are completed. Amenities consisting of a pool and tennis courts and a recreation building may be built on the land described in Article III A; An amenity consisting of a lake may be built on the land described in Articles III B through III K; and if built, these amenities will be part of the common elements of the condominium.

I

SUBMISSION STATEMENT

SANDHILL PROPERTIES, INC., a Florida corporation, hereinafter referred to as the "Developer" hereby states and declares that it is the owner and holder of the fee simple title in and to the real property in Charlotte County, Florida, described in Article III hereof entitled "Land." It anticipates that it will develop the land in eleven phases pursuant to the provisions of Section 718.403, Florida Statutes, 1979. It hereby declares the real property described in Article III A, the land included in Phase I, to be condominium property, and does hereby submit the same to condominium ownership pursuant to Chapter 718, Florida Statutes, the Condominium Act, (hereinafter referred to as "The Condominium Act"), upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth. Except where variances permitted by law appear in this Declaration or in the attached Bylaws or in lawful amendments to either of them, the provisions of The Condominium Act as presently constituted, including the definitions therein contained, are adopted and included herein by express reference.

II NAME

The name by which this condominium is to be known and identified is: SANDHILL PINES CONDOMINIUM.

III LAND

The legal description of the entire condominium project, including all eleven phases is as follows:

Part of the Southwest Quarter of Section 7, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of said Section 7; Thence run S-89°29'29"-E along the South line of said Section 7, for 15.00 feet to the Point of Beginning;

Thence Run N-00°02'39"-E on a line parallel to and 35.00 feet East of the West line of said Section 7 for 1147.80 feet; Thence run S-89°29'29"-E on a line parallel to the South line of said Section 7 for 931.02 feet to a point 50.00 feet Westerly of the centerline of existing Kings Highway as measured at right angles; Thence run South-westerly, parallel to and 50.0 feet Westerly of (as measured at right angles to) the centerline of existing Kings Highway, on a curve concave Northwesterly with a radius of 3166.90 feet for 135.56 feet (chord bearing S-16°53'47"-N, chord length of 135.55 feet); Thence run S-18°07'22"-W for 1067.73 feet on a line parallel to and 50.00 feet Westerly of (as measured at right angles to) the centerline of existing Kings Highway, to a point on the South line of said Section 7; Thence N-89°29'29"-W along said South line for 561.26 feet to the Point of Beginning.

Tract herein described contains 19.709 acres.

A. Phase I. The legal description of the real property included in Phase I and submitted herewith to condominium ownership is as follows:

A portion of Section 7, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

From the Southwest corner of said Section 7, run N-00°02'39"-E along the West line of said Section 7, a distance of 1,147.80 feet; Thence S-89°29'29"-E along a line parallel with the South line of said Section 7, a distance of 399.44 feet to the Point of Beginning of lands herein described; Thence S-00°28'10"-W, a distance of 162.00 feet; Thence N-89°31'50"-N, a distance of 65.00 feet; Thence S-00°28'10"-W, a distance of 119.33 feet; Thence S-47°13'27"-E, a distance of 26.21 feet; Thence S-89°29'29"-E, a distance of 69.76 feet; Thence S-21°27'33"-E, a distance of 26.58 feet; Thence S-53°38'12"-E, a distance of 435.00 feet to the Westerly right-of-way of Kings Highway; Thence N-18°07'22"-E, a distance of 470.52 feet to the Point of Curvature of a circular curve to the left having as its elements a radius of 3,166.90 feet, a chord bearing of N-16°54'47"-E and a central angle of 02°27'09"; Thence continue along said curve a distance of 135.56 feet; Thence N-89°29'29"-W along a line parallel with the Southerly line of said Section 7, a distance of 567.48 feet to the Point of Beginning of lands herein described.

Containing 5.304 acres, more or less.

Said lands situate, lying and being in Charlotte County, Florida. Phase I must be completed on or before July 15, 1981.

B. Phase II. The Developer reserves the right to amend the condominium declaration by adding Phase II. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Charlotte County,

Florida, an instrument in writing which amends the condominium declaration by adding Phase II. The legal description of the real property which the Developer contemplates will be included in Phase II is as follows:

A portion of Section 7, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

From the Southwest corner of said Section 7, run N-00°02'39"-E along the west line of said Section 7, a distance of 1,147.80 feet; Thence S-89°29'29"-E along a line parallel with the Southerly line of said Section 7, a distance of 156.44 feet; Thence continue along the last described course S-89°29'29"-E, a distance of 243.00 feet; Thence S-00°28'20"-W, a distance of 162.00 feet; Thence N-89°31'50"-N, a distance of 65.00 feet; Thence S-00°28'10"-N, a distance of 119.38 feet; Thence N-47°13'27"-W, a distance of 272.51 feet; Thence N-45°16'35"-E, a distance of 33.33 feet; Thence N-00°30'31"-E, a distance of 86.14 feet to the Point of Beginning of lands herein described.

Containing 1.072 acres, more or less.

Said lands situate in Charlotte County, Florida. Phase II must be completed on or before October 19, 1981.

C. Phase III. The Developer reserves the right to amend the condominium declaration by adding Phase III. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Charlotte County, Florida, an instrument in writing which amends the condominium declaration by adding Phase III. The legal description of the real property which the Developer contemplates will be included in Phase III is as follows:

portion of Section 7, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

From the Southwest corner of said Section 7, run S-89°29'29"-E, a distance of 35.0 feet; Thence run N-00°02'39"-E and parallel with the westerly line of said Section 7, a distance of 757.68 feet to the Point of Beginning of lands herein described; Thence continue N-00°02'39"-E parallel with the westerly line of said Section 7, a distance of 269.47 feet; Thence run S-89°57'21"-E, a distance of 75.47; Thence N-45°16'35"-E, a distance of 30.57 feet; Thence S-47°13'27"-E, a distance of 272.51 feet; Thence S-74°25'37"-N, a distance of 328.73 feet to the Point of Beginning.

Containing 1.242 acres, more or less.

Said lands situate, lying and being in Charlotte County, Florida. Phase III must be completed on or before November 16, 1981.

D. Phase IV. The Developer reserves the right to amend the condominium declaration by adding Phase IV. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment

shall be evidenced by recording in the Public Records of Charlotte County, Florida, an instrument in writing which amends the condominium declaration by adding Phase IV. The legal description of the real property which the Developer contemplates will be included in Phase IV is as follows:

A portion of Section 7, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

From the Southwest corner of said Section 7, run S-89°29'29"-E, a distance of 35.0 feet; Thence run N-00°02'39"-E and parallel with the Westerly line of said Section 7, a distance of 600.50 feet to the Point of Beginning of lands herein described; Thence continue N-00°02'39"-E and parallel with the Westerly line of said Section 7, a distance of 157.18 feet; Thence N-74°25'37"E a distance of 328.73 feet; Thence South a distance of 234.37 feet; Thence S-88°00'14"-W, a distance of 316.98 feet to the Point of Beginning of lands herein described.

Containing 1.423 acres, more or less.

Said lands situate, lying and being in Charlotte County, Florida. Phase IV must be completed on or before December 21, 1981.

E. Phase V. The Developer reserves the right to amend the condominium declaration by adding Phase V. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Charlotte County, Florida, an instrument in writing which amends the condominium declaration by adding Phase V. The legal description of the real property which the Developer contemplates will be included in Phase V is as follows:

A portion of Section 7, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

From the Southwest corner of said Section 7, run S-89°29'29"-E, a distance of 35.0 feet; Thence run N-00°02'39"-E and parallel with the Westerly line of said Section 7, a distance of 459.71 feet to the Point of Beginning of lands herein described; Thence continue N-00°02'39"-E and parallel with the Westerly line of said Section 7, a distance of 140.79 feet; Thence run N-88°00'14"-E, a distance of 316.98 feet; Thence run South 79°47' feet; Thence run S-47°32'00"-E, a distance of 82.64 feet; Thence N-74°25'37"-E, a distance of 265.03 feet to the Point of Beginning of lands herein described.

Containing 1.325 acres, more or less.

Said lands situate, lying and being in Charlotte County, Florida. Phase V must be completed on or before January 18, 1982.

F. Phase VI. The Developer reserves the right to amend the condominium declaration by adding Phase VI. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Charlotte County, Florida, an instrument in writing which amends the condominium declaration by adding Phase VI. The legal description of the real property which the Developer contemplates will be included in Phase VI is as follows:

A portion of Section 7, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

From the Southwest corner of said Section 7, run S-89°29'29"-E, a distance of 35.0 feet; Thence run S-00°02'39"-E and parallel with the Westerly line of said Section 7, a distance of 169.96 feet to the Point of Beginning of lands herein described; Thence continue S-00°02'39"-E, a distance of 289.75 feet; Thence S-74°53'36"-E, a distance of 266.04 feet; Thence S-42°35'37"-E, a distance of 96.00 feet; Thence S-62°01'42"-W, a distance of 352.74 feet to the Point of Beginning of lands herein described.

Subject to a utility easement over, across and under the Southerly 45 feet of the Westerly 25 feet thereof.

Said lands situate, lying and being in Charlotte County, Florida. Phase VI must be completed on or before February 15, 1982.

G. Phase VII. The Developer reserves the right to amend the condominium declaration by adding Phase VII. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Charlotte County, Florida, an instrument in writing which amends the condominium declaration by adding Phase VII. The legal description of the real property which the Developer contemplates will be included in Phase VII is as follows:

A portion of Section 7, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

From the Southwest corner of said Section 7, run S-89°29'29"-E, a distance of 35.0 feet to the Point of Beginning of lands herein described; Thence continue S-89°29'29"-E along the Southerly line of said Section 7, a distance of 229.84 feet; Thence N-14°53'24"-W, a distance of 337.98 feet; Thence S-62°01'42"-W, a distance of 352.74 feet, to a point on a line lying 35 feet Easterly of and parallel with the Westerly line of said Section 7; Thence run S-00°02'39"-W, parallel with the westerly line of said Section 7, a distance of 169.96 feet to the Point of Beginning of lands herein described.

Containing 1.482 acres, more or less.

Said lands situate, lying and being in Charlotte County, Florida. Phase VII must be completed on or before March 22, 1982.

H. Phase VIII. The Developer reserves the right to amend the condominium declaration by adding Phase VIII. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Charlotte County, Florida, an instrument in writing which amends the condominium declaration by adding Phase VIII. The legal description of the real property which the Developer contemplates will be included in Phase VIII is as follows:

A portion of Section 7, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

From the Southwest Corner of said Section 7, run S89°29'29" E along the Southerly right-of-way line of said Section 7, a distance of 264.84 feet to the Point of Beginning of lands herein described; Thence continue S89°29'29"E along said Section line, a distance of 331.42 feet to the

Westerly right-of-way line of King's Highway; Thence N-18°07'22" E along said Westerly right-of-way line, a distance of 50.0 feet; Thence N-42°38'09"W, a distance of 383.18 feet; Thence S-14°59'24"W, a distance of 337.98 feet to the Point of Beginning of lands herein described.

Containing 1.437 acres, more or less.

Said lands subject to an ingress and egress easement over and across the Easterly 75 feet thereof as measured at right angles to and parallel with the Westerly right-of-way of said King's Highway.

Said lands situate, lying and being in Charlotte County, Florida, Phase VIII must be completed on or before April 19, 1982.

I. Phase IX. The Developer reserves the right to amend the condominium declaration by adding Phase IX. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Charlotte County, Florida, an instrument in writing which amends the condominium declaration by adding Phase IX. The legal description of the real property which the Developer contemplates will be included in Phase IX is as follows:

A portion of Section 7, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

From the intersection of the Southerly line of said Section 7 with the Westerly right-of-way line of Kings Highway, run N-18°07'22" East along said right-of-way line, a distance of 50.00 feet to the Point of Beginning of lands herein described; Thence continue N-18°07'22"-E along said Westerly right-of-way, a distance of 303.13 feet; Thence N-71°52'38"-N, a distance of 372.30 feet; Thence S-47°32'00"-N, a distance of 82.64 feet; Thence S-42°35'09"-E, a distance of 473.13 feet to the Point of Beginning of lands herein described.

Containing 1.744 acres, more or less.

Said lands subject to an ingress and egress easement over and across the Easterly 75 feet thereof as measured at right angles to and parallel with the Westerly right-of-way of said Kings Highway.

Said lands situate, lying and being in Charlotte County, Florida. Phase IX must be completed on or before May 17, 1982.

J. Phase X. The Developer reserves the right to amend the condominium declaration by adding Phase X. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Charlotte County, Florida, an instrument in writing which amends the condominium declaration by adding Phase X. The legal description of the real property which the Developer contemplates will be included in Phase X is as follows:

A portion of Section 7, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

From the intersection of the Southerly line of said Section 7 with the Westerly right-of-way line of Kings Highway, run N-18°07'22"-E along said right-of-way line, a distance of 353.13 feet to the Point of Beginning of lands herein described; Thence continue N-18°07'22"-E along said Westerly right-of-way of Kings Highway, a distance of 214.38 feet; Thence N-79°36'08"-W a distance of 427.28 feet; Thence South a distance of 399.49 feet; Thence S-71°52'38"-E, a distance of 372.30 feet to the Point of Beginning of lands herein described.

Containing 1.713 acres, more or less.

Said lands subject to an ingress and egress easement over and across the Easterly 75 feet thereof as measured at right angles to and parallel with the Westerly right-of-way of said Kings Highway.

Said lands situate, lying and being in Charlotte County, Florida. Phase X must be completed on or before June 21, 1982.

K. Phase XI. The Developer reserves the right to amend the condominium declaration by adding Phase XI. Such amendment shall not require the consent of any other owner of an existing unit, and such amendment shall be evidenced by recording in the Public Records of Charlotte County, Florida an instrument in writing which amends the condominium declaration by adding Phase XI. The legal description of the real property which the Developer contemplates will be included in Phase XI is as follows:

A portion of Section 7, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

From the intersection of the Southerly line of said Section 7 with the Westerly right-of-way line of Kings Highway, run N-18°07'22"-E along said right-of-way line, a distance of 567.51 feet to the Point of Beginning of lands herein described; Thence continue N-18°07'22"-E along said Westerly right-of-way of Kings Highway, a distance of 29.75 feet; Thence N-53°38'12"-W, a distance of 435.00 feet; Thence N-21°27'33"-W, a distance of 26.58 feet; Thence N-89°29'29"-W, a distance of 69.76 feet; Thence South a distance of 234.39 feet; Thence S-79°36'08"-E, a distance of 427.28 feet to the Point of Beginning of lands herein described.

Containing 1.454 acres, more or less.

Said lands subject to an ingress and egress easement over and across the Easterly 75 feet thereof as measured at right angles to and parallel with the Westerly right-of-way of said Kings Highway.

Said lands situate, lying and being in Charlotte County, Florida. Phase XI must be completed on or before July 19, 1982.

L. Phase I and the Northerly six (6) feet of Phase II are subject to the following utility and drainfield easement:

Said lands subject to an ingress and egress easement over and across the Easterly 75 feet thereof as measured at right angles to and parallel with the Westerly right-of-way of said Kings Highway.

Subject to a utility and drainfield easement over, across and under the following described portion thereof:

Beginning at the previously described Point of Beginning for Phase I, run S-89°29'29"-E along a line parallel with the Southerly line of said Section 7, a distance of 480.71 feet to the Point of Cusp of a circular curve to the southwest, said curve having as its elements a radius of 3,001.90 feet, a chord bearing of S-17°05'06"-W and a central angle of 02°04'32" and being concave to the West. Thence Southwesterly along said curve, a distance of 12.00 feet to the Point of Tangency; Thence S-18°07'22"-W along a line parallel with and 75 feet (as measured at right angles) to the Westerly right-of-way line of Kings Highway; Thence N-30°00'00"-W, a distance of 41.82 feet; Thence N-89°29'29"-W, parallel with the Southerly line of said Section 7, a distance of 301.01 feet; Thence N-00°28'10"-E, a distance of 6.00 feet to the Point of Beginning of the easement herein described.

And along with an easement over, across and under the following described land:

Beginning at the previously described Point of Beginning for Phase I, run S-89°29'29"-W and parallel with the Southerly line of said Section 7, a distance of 243.00 feet; Thence S-00°30'31"-W, a distance of 6.00 feet; Thence S-89°29'29"-E and parallel with the Southerly line of said Section 7, a distance of 243.01 feet; Thence N-00°28'10"-E, a distance of 6.00 feet to the Point of Beginning of the easement herein described.

M. Sewer Treatment Plant. The legal description for the sewer treatment plant parcel is to be completed as part of Phase I and is as follows:

A portion of Section 7, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

From the Southwest corner of said Section 7, run N-00°02'39"-E, a distance of 1,147.80 feet; Thence S-89°29'29"-E, parallel with the Southerly line of said Section 7, a distance of 35.00 feet to the Point of Beginning of lands herein described; Thence continue S-89°29'29"-E parallel with the Southerly line of said Section 7, a distance of 121.44 feet; Thence S-00°30'31"-W, a distance of 86.14 feet; Thence S-45°16'35"-W, a distance of 63.90 feet; Thence N-89°57'21"-W, a distance of 89.90 feet; Thence N-00°02'39"-E parallel with and 35 feet Easterly (as measured at right angles) to the West line of said Section 7, a distance of 120.45 feet to the Point of Beginning of lands herein described.

Containing 0.310 acres, more or less.

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

IV

IDENTIFICATION OF UNITS

A. Condominium Property. The condominium property of each phase consists of land described in Article III hereto, and all easement and rights appurtenant thereto, together with the buildings and other improvements constructed thereon, which includes the units common elements. In addition the condominium property shall include as a common element, an interest in real or personal property acquired by the condominium association in accordance with the provisions of Section 718.109 of the Condominium Act, Florida Statutes, as amended. Each apartment together with its attached balcony or patio is a condominium unit and is subject to private ownership. The terms "condominium unit", "apartment", "condominium parcel", and "unit" are synonymous. Phase I contains recreation areas and facilities that may not be built or provided if Phase I is not

developed and added as a part of the condominium. Provided that Phase I is completed, the swimming pool, and recreation building is to be owned as a common element by all unit owners. Phases II thru XI contain a 2.60 + or - acre lake that may not be built or provided if Phases II thru XI are not developed and added as a part of the condominium. Provided that Phases II thru XI are completed, the lake is to be owned as a common element by all unit owners. The Developer will not provide personal property. Time share estates will not be created with respect to units in any phase.

Phase I. The principal improvements on the real property for Phase I consists of three (3) three (3) story apartment buildings numbered 1, 2 and 13. In Building 1, first floor units will be numbered 11A, 12A, 13A, 14A, 15A and 16A; second floor units will be numbered 11B, 12B, 13B, 14B, 15B and 16B; third floor units will be numbered 11C, 12C, 13C, 14C, 15C and 16C. In Building 2, first floor units will be numbered 21A, 22A, 23A, 24A, 25A and 26A; second floor units will be numbered 21B, 22B, 23B, 24B, 25B and 26B; third floor units will be numbered 21C, 22C, 23C, 24C, 25C and 26C. In Building 13, first floor units will be numbered 131A, 132A, 133A, 134A, 135A and 136A; second floor units will be numbered 131B, 132B, 133B, 134B, 135B and 136B; third floor units will be numbered 131C, 132C, 133C, 134C, 135C, and 136C.

Phase II consists of one (1) three (3) story apartment building numbered 3. In Building 3, first floor units will be numbered 31A, 32A, 33A, 34A, 35A and 36A; second floor units will be numbered 31B, 32B, 33B, 34B, 35B and 36B; third floor units will be numbered 31C, 32C, 33C, 34C, 35C and 36C.

Phase III. The principal improvements on the real property for Phase II consists of one (1) three (3) story apartment building numbered 4. In Building 4, first floor units will be numbered 41A, 42A, 43A, 44A, 45A and 46A; second floor units will be numbered 41B, 42B, 43B, 44B, 45B, and 46B; and third floor units will be numbered 41C, 42C, 43C, 44C, 45C and 46C.

Phase IV. The principal improvements of the real property for Phase IV consists of one (1) three (3) story apartment building numbered 5. In Building 5, first floor units will be numbered 51A, 52A, 53A, 54A, 55A and 56A; second floor units will be numbered 51B, 52B, 53B, 54B, 55B and 56B; third floor units will be numbered 51C, 52C, 53C, 54C, 55C and 56C.

Phase V. The principal improvements on the real property for Phase V consists of one (1) three (3) story apartment building numbered 6. In Building 6, first floor units will be numbered 61A, 62A, 63A, 64A, 65A and 66A; second floor units will be numbered 61B, 62B, 63B, 64B, 65B and 66B; third floor units will be numbered 61C, 62C, 63C, 64C, 65C and 66C.

Phase VI. The principal improvements on the real property for Phase VI consists of one (1) three (3) story apartment building numbered 7. In Building 7, first floor units will be numbered 71A, 72A, 73A, 74A, 75A and 76A; second floor units will be numbered 71B, 72B, 73B, 74B, 75B and 76B; third floor units will be numbered 71C, 72C, 73C, 74C, 75C and 76C.

Phase VII. The principal improvements on the real property for Phase VII consists of One (1) three (3) Story apartment building numbered 8. In Building 8, first floor units will be numbered 81A, 82A, 83A, 84A, 85A and 86A; second floor units will be numbered 81B, 82B, 83B, 84B, 85B and 86B; third floor units will be numbered 81C, 82C, 83C, 84C, 85C and 86C.

Phase VIII. The principal improvements on the real property for Phase VIII consists of One (1) three (3) Story apartment building numbered 9. In Building 9, first floor units will be numbered 91A, 92A, 93A, 94A, 95A and 96A; second floor units will be numbered 91B, 92B, 93B, 94B, 95B and 96B; third floor units will be numbered 91C, 92C, 93C, 94C, 95C and 96C.

Phase IX. The principal improvements on the real property for Phase IX consists of one (1) three (3) story apartment building numbered 10. In Building 10, first floor units will be numbered 101A, 102A, 103A, 104A, 105A and 106A; second floor units will be numbered 101B, 102B, 103B, 104B, 105B and 106B; third floor units will be numbered 101C, 102C, 103C, 104C, 105C and 106C.

Phase X. The principal improvements on the real property for Phase X consists of one (1) three (3) story apartment building numbered 11. In Building 11, first floor units will be numbered 111A, 112A, 113A, 114A, 115A and 116A; second floor units will be numbered 111B, 112B, 113B, 114B, 115B and 116B; third floor units will be numbered 111C, 112C, 113C, 114C, 115C and 116C.

Phase XI. The principal improvements on the real property for Phase XI consists of one (1) three (3) story apartment building numbered 12. In Building 12, first floor units will be numbered 121A, 122A, 123A, 124A, 125A and 126A; second floor units will be numbered 121B, 122B, 123B, 124B, 125B and 126B; third floor units will be numbered 121C, 122C, 123C, 124C, 125C and 126C.

Buildings 1, 2, 3, 5, 7, 9 and 11 contain eighteen (18) units each with two (2) bedrooms and two (2) bathrooms.

Buildings 4, 6, 8, 10, 12 and 13 contain eighteen (18) units each with two (2) bedrooms and one (1) bathroom.

B. Apartment Boundaries. Each apartment, which term is used in this subsection concerning boundaries shall include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

1. Upper and Lower Boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(a) Upper Boundary: The horizontal plane formed by the unfinished interior surface of the ceiling.

(b) Lower Boundary: The horizontal plane formed by the upper side of the interior unfinished floor surface.

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

(a) Exterior Building Walls: The intersecting vertical planes adjacent to and which include the interior unfinished surface of the outside walls of the building except where there is attached to or in existence as part of the building a balcony, terrace, canopy, porch or other attachment serving only the unit being bounded in which extent the boundary shall be such as will include all such structures except for load bearing walls.

(b) Interior Building Walls: The interior boundaries of the unit shall be the interior unfinished surface of the perimeter wall. All bearing walls located within a unit constitute a part of

the common elements up to the unpainted, unfinished surface of said walls. All doors, whether of glass or other material, which are in the perimeter walls of a unit shall be deemed a part of the unit up to the exterior unfinished surface thereof.

C. Condominium Parcel. Each condominium parcel includes an undivided interest of each unit owner in and to the common elements. Each unit owner in Phase I shall have as an appurtenance to his unit an undivided one fifty-fourth (1/54) interest in the common elements. When Phase II is completed, then each unit owner in Phases I and II shall have as an appurtenance to his unit an undivided one seventy-second (1/72) interest in the common elements of Phases I and II. When Phase III is completed, then each unit owner in Phases I, II and III shall have as an appurtenance to his unit an undivided one ninetieth (1/90) interest in the common elements of Phases I, II and III. When Phase IV is completed, then each unit owner in Phases I, II, III and IV shall have as an appurtenance to his unit an undivided one one hundred eighth (1/108) interest in the common elements of Phases I, II, III and IV. When Phase V is completed, then each unit owner in Phases I, II, III, IV and V shall have as an appurtenance to his unit an undivided one one hundred twenty-sixth (1/126) interest in the common elements of Phases I, II, III, IV and V. When Phase VI is completed, then each unit owner in Phases I, II, III, IV, V and VI shall have as an appurtenance to his unit an undivided one one hundred forty-fourth (1/144) interest in the common elements of Phases I, II, III, IV, V, and VI. When Phase VII is completed, then each unit owner in Phases I, II, III, IV, V, VI and VII shall have as an appurtenance to his unit an undivided one one hundred sixty-second (1/162) interest in the common elements of Phases I, II, III, IV, V, VI and VII. When Phase VIII is completed, then each unit owner in Phases I, II, III, IV, V, VI, VII and VIII shall have as an appurtenance to his unit an undivided one one hundred eightieth (1/180) interest in the common elements of Phases I, II, III, IV, V, VI, VII and VIII. When Phase IX is completed, then each unit owner in Phases I, II, III, IV, V, VI, VII, VIII and IX shall have as an appurtenance to his unit an undivided one one hundred ninth-eighth (1/198) interest in the common elements of Phases I, II, III, IV, V, VI, VII, VIII and IX. When Phase X is completed, then each unit owner in Phases I, II, III, IV, V, VI, VII, VIII, IX and X shall have as an appurtenance to his unit an undivided one two hundred sixteenth (1/216) interest in the common elements of Phases I, II, III, IV, V, VI, VII, VIII, IX and X. When Phase XI is completed, then each unit owner in Phases I, II, III, IV, V, VI, VII, VIII, IX, X and XI shall have as an appurtenance to his unit an undivided one two hundred thirty-fourth (1/234) interest in the common elements of Phases I, II, III, IV, V, VI, VII, VIII, IX, X and XI. Upon completion of Phase II and recording in the Public Records of Charlotte County of the amendment to the Declaration and the Plat of Phase II, then the owners of Units in Phase I shall automatically acquire the aforesaid share of the common elements in the parcels of land described as Phases I and II, and conversely, the owners of units in Phase II shall likewise acquire the same fractional interest in the land and common elements of Phase I. Upon completion of each Phase and recording in the Public Records of Charlotte County, Florida, of the amendment of the Declaration and the plat of each phase, then the owners of units in prior phases shall automatically acquire the aforesaid share of the common elements in the parcels of land described in all prior phases, and conversely, the owners of units in the phase most recently submitted to condominium ownership shall likewise, acquire the same fractional interest in land and common elements of the prior phases. Each condominium parcel includes a condominium unit together with the undivided shares of the common elements which are appurtenant to that unit. The common elements include the land and all other parts of the condominium not in the apartment and include but are not limited to the following items:

sidewalks, ramps, elevated walkways, walks, yard area, foundation, attic area, roofs, driveway, elevators, stairs, load bearing walls, swimming pool and swimming pool area, tennis courts, recreation building, yard lighting, lawns and planting areas, meter houses, landscaping, sod, sprinklers, dumpsters, uncovered parking areas and lake.

D. Automobile Parking Spaces

LA. Parking Areas: Parking spaces are common elements and will be available for the use of unit owners and their guests. The Condominium Association may assign parking spaces for each unit to be used in accordance with the regulations of the association. Parking spaces shall be authorized only for the parking of private passenger automobiles of the unit owners and their guests, and shall not be used to park trucks, campers, trailers or any other type of vehicle. Trucks or other service type vehicles may park temporarily in connection with pickups, deliveries or other necessary maintenance or service. By special approval of the Board of Directors of the Condominium Association, the parking of vehicles other than passenger cars may be permitted.

V

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

A. There is recorded simultaneously herewith the condominium plat for Phase I containing the survey, plot plan, and graphic description of the improvements, showing the units, common elements, their location and approximate dimensions in sufficient detail to identify them; said survey, plot plan and graphic description of improvements are made a part hereof by reference thereto. When each Phase is completed, a survey of each of those phases containing the same information will be recorded.

B. Amendment of Plans.

1. Alteration of Apartment Plans. Developer reserves the right to change the interior design and arrangement of any or all units, and to alter the boundaries between the units, as long as Developer owns the units so altered. No such changes shall increase the number of apartments nor alter the boundaries of the common elements without amendment of the Declaration by approval of the ASSOCIATION, apartment owners and owners of mortgages in the manner elsewhere provided. If more than one unit is concerned, the Developer shall apportion between the units the shares and common elements appurtenant to the units concerned. The Developer, however, shall not be required to obtain such approval in order to develop Phases II, III, IV, V, VI, VII, VIII, IX, X and XI. If Developer makes any changes in units so authorized for Phase I or for Phases II, III, IV, V, VI, VII, VIII, IX, X and XI, such changes shall be reflected by an amendment to this Declaration.

2. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer shall be signed and acknowledged only by the Developer and need not be approved by the association, apartment owners or lienors of mortgages of other apartments or of the condominium, whether or not elsewhere required by an amendment.

C. Easements. Easements are reserved through the condominium property as may be required for water, electric, sewer and other utility services in order to serve the condominium adequately provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building or as the building is constructed, unless approved in writing by the apartment owner.

D. Certificate of Surveyor. Construction of Phases II through XI of the condominium may not be substantially complete when this Declaration is recorded in the Public Records of Charlotte County, Florida and therefore upon substantial completion of construction of each phase of the condominium, the Declaration shall be amended to include a certificate of a surveyor authorized to practice in the State of Florida stating that the construction of that phase is substantially complete so that the material, (i.e., the condominium instruments, including the plat) together with provisions of this Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each unit can be determined from such materials.

VI

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

A. Each unit shall have as an appurtenance thereto an undivided share in the common elements as set forth in Article IV C of this Declaration.

B. Each apartment owner shall be liable for a proportionate share of the common expenses to the extent of his interest in the common elements, and each owner shall be entitled to receive the same proportionate share of the common surplus unless otherwise provided in the Bylaws.

VII

THE ASSOCIATION

A. The association responsible for the operation of this condominium is SANDHILL PINES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not-for-profit. The association shall have all the powers, rights and duties set forth in the Condominium Act, as well as the powers and duties set forth in the Declaration, the Bylaws and the regulations enacted pursuant to such Bylaws. The association is sometimes referred to herein as the association, the condominium association, the condominium corporation, or the corporation. A copy of the Articles of Incorporation of the association is attached hereto, made a part hereof, and marked Exhibit B.

B. Every owner of a present vested interest in a condominium parcel, whether he has acquired title by purchase from the developer, the developer's grantee, successors, or assigns, or by gift, conveyance or by operation of law, is bound to and hereby agrees that he shall accept membership in the condominium association and does hereby agree to be bound by this Declaration, the Bylaws of the condominium association and the rules and regulations enacted pursuant thereto and the provisions and requirements of the Condominium Act and of lawful amendments thereto. Membership is automatic.

C. The owner of every condominium parcel shall accept ownership of said parcel subject to restrictions, easements, reservations conditions and limitations now of record and affecting the land and improvements constituting condominium property. Owners of each unit shall collectively be entitled to one vote, and if a unit is owned by more than one person, then the person entitled to cast such vote shall be determined as follows:

A written statement under oath must be filed with the secretary of the condominium association, signed by members with a present vested interest in a unit and shall state:

1. The respective percentage interest of every person (as recorded in the Public Records of Charlotte County, Florida) owning a vested present interest in the fee title of the unit in which the affiant owns an interest.

2. Which one of the owners of the unit is to represent all of the owners of that unit at membership meetings and cast the vote to which they are entitled. The person so designated by the persons owning the majority interest in a unit shall be known as the voting member and shall be the only member owning an interest in that unit eligible to cast the vote for said unit at membership meetings. The person designated as the voting member may continue to cast the binding vote for all members owning an interest in the unit in which he owns an interest until such time as another person is properly designated as the voting member by those members owning the majority interest by a similar written statement filed with the secretary. Notwithstanding the foregoing provisions, voting by proxy may be permitted in accordance with the Articles and By-Laws now in existence or hereafter amended.

3. When a unit is owned by one person, then he or she shall be the voting member for that unit, so that no statement designating the voting member shall be required.

4. When a unit is owned by a Corporation the Corporation President or Vice President shall execute the written statement designating which Corporation Officer shall be the voting member. In the absence of a written statement, the President shall be deemed the voting member for that unit.

D. The number of voting members shall not exceed the number of units in each phase, so that initially, there shall be 54 voting members. If the Condominium Declaration is amended by adding Phase II through Phase XI, then there shall be no more members than the total number of completed units, the maximum number being 234 after all phases have been completed. Each voting member may cast one (1) vote. A corporation or an individual with an interest in more than one unit may be designated as the voting member for each such unit.

E. All the affairs, policies, regulations and property of the corporation shall be controlled and governed by the Board of Directors of the corporation consisting of the number of directors to be determined by the By-Laws, but not less than three (3) directors, who are all to be elected annually by the members entitled to vote. The terms "Board of Directors" and "Board of Administration" are synonymous.

F. The first election of Directors shall be held in accordance with Article 5 of the Articles of Incorporation, subject to the limitations set forth in Section 718.301, Florida Statutes, 1979. The Directors named in the Articles of Incorporation of the Condominium Association shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

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

H. Restraint upon assignment of shares 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.

VIII.

AMENDMENT TO DECLARATION

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

B. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the association or by not less than fifty percent (50%) of the voting members of the association. Such approvals must be either by

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

2. Not less than seventy percent (70%) of the votes of the entire membership of the association; or

3. Until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

C. Proviso. 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 the share in the common elements appurtenant to it, nor increase the owner's share of the common expense, unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment. Neither shall an amendment make any changes in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon the condominium shall join the execution of the amendment.

D. 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 is effective when recorded in the Public Records of Charlotte County, Florida.

E. Directors shall be permitted to vote only if present at the meeting at which an amendment is considered, and members may vote either in person or by proxy.

The operation of the condominium property shall be governed by the Bylaws which are annexed to this Declaration as Exhibit C and made a part hereof. The Bylaws may be amended in the manner set forth therein.

IX.

PURPOSE AND USE RESTRICTIONS

Condominium units shall be used and occupied by the respective owners thereof, as private single family residences, for themselves, their families, and social guests, and for no other purpose.

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

A. The apartments shall be used for single family residences only and maintained in a clean and sanitary manner.

B. The common elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the unit owners, and subject to such regulation by rules and Bylaws as may in the opinion of the condominium association achieve the maximum beneficial use thereof.

C. Persons under the age of seventeen (17) years of age shall not be permitted to use the recreation facilities of this condominium unless under the supervision of an adult, except to the extent and under such conditions as the Condominium Association may provide by regulation.

D. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium 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 the common elements that will increase the cost of insurance upon the condominium property.

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

F. Signs. No "for sale" or "for rent" signs or other signs shall be displayed by any individual unit owner on his condominium parcel, or any part of the condominium property, nor shall any external television or radio antennas, be erected upon or affixed to the condominium property or apartment house except as provided under uniform regulations established from time to time by the Corporation.

G. Pets. Pets or other animals may be kept in units and allowed on the common property only under such regulations established by the Association.

H. Leasing. An entire apartment may be rented provided the occupancy is only by the lessee and his family, his servants and guests. No rooms may be rented except as a part of a unit or to another unit owner; and no transient tenants may be accommodated. The Board shall have the right to approve leases.

V I. Guests. All guests and tenants must comply with the Association regulations and the Board shall have the right to terminate a lease and evict a tenant who fails to comply with the regulations of the Association.

J. Lake Restrictions. The lake is to be used only by Sandhill Pines Condominium unit owners, their lessees, guests and invitees. There shall be no motorized boats allowed upon the lake. All boats must be manually powered (oars or foot paddles) or wind driven.

K. 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; copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and tenants. Any regulation so adopted may be rescinded, amended or altered by the membership in the same manner set forth in Article VIII B of this Declaration.

L. Proviso. Until the Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the Association shall interfere with the completion of the contemplated improvements and the sale of the apartments, inasmuch as the Developer will have a substantial economic interest in the condominium development until all units are sold. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to, maintenance of a sales office, the showing of the property and the display of signs.

X.

CONVEYANCES

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

A. Sale, Rental, Lease or Transfer. Prior to the sale, or transfer of any interest in a unit and common property to any person other than the transferrer's spouse, the owners shall notify the Board of Directors of the corporation in writing the name and address of the person to whom the proposed sale or transfer is to be made, and such other information as may be required by the Board of Directors of the corporation. Within ten (10) days, the Board of Directors of the corporation shall either approve or disapprove of the proposed sale, lease or transfer, in writing, and shall notify the owners of its decision. If the proposed transaction is a lease, disapproval of the Association shall be sent in writing to the owner or interest holder and the transaction shall not be made. If a sale and approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form. The certificate shall be recorded in the Public Records of Charlotte County, Florida at the expense of the purchaser. In the event the Board of Directors fails to act or disapproves of the proposed sale or transfer, and if a member still desires to do so, he shall, thirty (30) days before such sale or transfer, give written notice to the Secretary of the Corporation of his intention to sell or transfer on a certain date, and the bona fide price and other terms thereof, and the Corporation shall promptly notify the members of the date, price and terms. Members shall have the first right over non-members to accept such sale or transfer at the bona fide price and on the terms contained in the notice, provided they so notify the Secretary of the Corporation in writing of acceptance at least ten (10) days before the date of the intended sale or transfer, which information the Corporation shall promptly forward to the owner. In the event the member giving notice receives acceptance from more than one member, preference shall first be given to the members owning a unit horizontally contiguous to the unit being sold or transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

B. If a dispute arises as to the bonafideness of the purchase price the purchaser has the option to have the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment. The expense of the arbitration shall be paid by the purchaser.

C. In the event the member giving notice receives no written notice from any member accepting his price and terms of the proposed sale or transfer, and no dispute arises concerning the bona fideness of the sale price on or before ten (10) days before the day given in the notice as the day of the sale or transfer, then notwithstanding the disapproval the ownership shall be deemed to be approved, and the Association shall furnish a certificate of approval. In the event a member makes a sale or transfer without first complying with the terms hereof, any other member shall have the right to redeem from the purchaser, subject to termination, according to the provisions hereof. The member's redemption rights shall be exercised by the member reimbursing the purchaser for the monies expended and immediately after such reimbursement said purchaser or transferee shall convey all of his right, title and interest to the member or members making the redemption.

D. An affidavit of the secretary of the corporation stating that the Board of Directors approved in all respects on a certain date the sale, or transfer of the unit and interest in the common property to certain persons, shall be conclusive evidence of such facts and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit of the secretary of the corporation stating that the Board of Directors was given proper notice on a certain date of a proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a unit and common property interest have been complied with, and that the sale or transfer of a particular unit and common property interest to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of those persons' title to the unit and common property interest sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price and terms stated in the notice given to the secretary, but sixty (60) days after the date of the notice to the Board of Directors as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

E. Since the condominium may be used only for residential purposes and a Corporation cannot occupy a unit for that use, the approval of ownership of a unit by a Corporation may be conditioned by requiring that persons occupying the unit be approved by the Association.

F. Notwithstanding anything to the contrary herein, the provisions of this article shall not be applicable to purchasers at foreclosure or other judicial sales to transferees or institutional first mortgages nor to the developer until after the developer has initially conveyed or disposed of all units.

XI

RIGHTS OF HEIRS AND DEWISEES OF DECEASED UNIT OWNERS

A. If the owner of a condominium parcel should die and the title to his parcel shall pass to his surviving spouse or to any member of his family regularly in residence with him in the condominium parcel prior to his death, then such successor in title shall fully succeed to the ownership, rights, duties and obligations of the unit owner, the provisions of Article X of this Declaration notwithstanding.

B. If the title to the condominium parcel of such deceased owner shall pass to any person other than a person or persons designated in Paragraph A above, then within sixty (60) days of such person or persons taking title, occupancy or possession of the parcel of the deceased owner, he shall advise the association in writing of his intention of residing in the parcel and of his or their current address. He shall also furnish to the Association such other information as the Association may reasonably request. The Association shall have thirty (30) days thereafter to give notice to said person or persons in writing, delivered or mailed to the said current address, whether or not his or their occupancy and ownership of the parcel is approved. The failure of the Association to give such notice within the said thirty (30) days shall be deemed automatic approval. Notice shall be deemed given when deposited in the United States Mail, postage prepaid. If the Association does not approve the ownership and/or occupancy of the parcel by said person or persons and so notifies them, said person or persons may procure a purchaser acceptable to the Association for said parcel at the fair market value therefor, established by the Association, which value shall be conclusive upon all persons for all purposes unless grossly inadequate or fraudulent. Thereupon the person or persons having title, possession and/or occupancy of said parcel shall execute such papers and documents as the Association may require to complete the transfer of title, possession and occupancy of the parcel to such purchaser, and shall deliver possession and occupancy of the parcel to the purchaser.

If a purchaser acceptable to the Association is not procured, then the provision of Article X shall apply with respect to the transfer of the unit.

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

D. Nothing herein shall prevent the sale and transfer of a condominium parcel by the owner thereof in the manner otherwise provided in this Declaration.

XII

ASSESSMENTS

The condominium association, through its Board of Directors shall have the power to make and collect assessments, special assessments, and such other assessments as are provided for by the condominium law, this Declaration and the By-Laws.

A. Budget. The Board of Directors of the Association shall propose the annual budget in advance for each fiscal year. The budget shall project anticipated income and estimated expenses. Common expenses shall include but shall not be limited to, costs and expenses of operation, maintenance and management, property taxes and assessments against the condominium property (until such time as any of such taxes and assessments are made against the condominium parcels individually and thereafter only as to such taxes or assessments, if any, as may be assessed against the condominium as a whole), insurance premiums for fire, windstorm, flood and extended coverage insurance on the condominium real property and condominium personal property, premiums for public liability insurance, legal and accounting fees, management fees, operating expenses of the property and the corporation; maintenance, repairs and replacement (but only as to the common elements, except for emergency repairs or replacements deemed necessary to protect the common elements and properly chargeable to the individual condominium parcel concerned), charges for utility and water used in common for the benefit of the condominium; cleaning and janitor service for the common elements; expenses and liabilities incurred by the corporation in and about the enforcement of its rights and duties against the members or others; and the creation of reasonable contingency or reserve requirements for the protection of the members, and the condominium property (e.g., reserves for replacements, operating reserve to cover deficiencies in collections), and all other expenses declared by the Directors of the Association to be common expenses from time to time.

B. Copies of the proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Board of Directors shall prepare the proposed annual budget of common expenses, and the unit owners shall consider the budget at the annual meeting or at such other meeting as may be provided in the By-Laws. At the annual meeting when the budget is considered, the voting members of the Association shall have the power to modify or amend the budget, and shall then adopt the annual budget. *

C. After adoption of a budget and determination of the annual assessment per unit, the Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the voting member representing each unit at such member's most recent address as shown by the books and records of the Corporation. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the Association on the first of each month, regardless of whether members are sent or actually receive written notice thereof.

In addition, the Association shall have the power to levy equal special assessments against each unit if necessary to cover the aforesaid types of expenses and shall have the power to levy other special assessments as provided herein which may, or may not, be equal per unit.

D. The record owners of each unit shall be personally liable jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs for collecting delinquent assessments. In the event assessments against a unit are not paid within sixty (60) days after their due date, the Association shall have the right to shut off all utilities servicing such unit until such time as the assessments are paid or until the completion of foreclosure on a unit by an institutional first mortgage. The Board of Directors shall have the authority to assess a late charge for all assessments that are unpaid for over thirty (30) days after due.

E. Should the Association through its Directors at any time determine that the assessments made are not sufficient to pay the common expenses, or in the event of emergencies, the Board of Directors shall have authority to levy and collect additional assessments to meet such needs of the Association.

XIII

LIEN OF THE ASSOCIATION

A. The association shall have a lien on each condominium parcel for any unpaid dues, assessments, late charges and interest thereon against the unit owner of such condominium parcel. Said lien shall also secure reasonable attorney's fees incurred by the Corporation incident to 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 Charlotte County, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the 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 the party making payment shall then be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional first mortgage recorded prior to the time of recording of the claim of lien.

B. As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless when said assessment was due, but not to any other mortgage. For the purposes of this instrument, an institutional first mortgage shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida. Upon the recordation of a deed issued pursuant to the foreclosure of an institutional first mortgage, any lien for assessments due and payable prior to such recordation shall be deemed abolished, but the lien for assessments due and payable after the recordation of said deed shall not be impaired and shall be effective as to the grantee of such deed.

C. Any person who acquired an interest in a unit, except through foreclosure of an institutional first mortgage, or tax sale, shall be personally liable, jointly and severally, with the transferrer for all unpaid assessments up to the time of the transfer of ownership. Such liability may not be avoided by waiver of the use or enjoyment

of any common element or by abandonment of the unit for which the assessments are made. In the event a member exercises his rights of first refusal or redemption, said member shall be liable for the unpaid assessments against the unit, and shall have the right to deduct such sums from the first refusal or redemption price paid to the seller or transferor.

D. Any person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by an officer of the Association regarding assessments against units which have already been made and which are due and payable to the association, and the association and the members shall be bound thereby. No action or suit shall be brought to enforce by foreclosure any lien arising under this Declaration after two (2) years from the due date of any assessment therefor. The Association may at any time require owners to maintain a minimum balance on deposit with the association to cover future assessments. Said deposit shall be uniform for all units.

XIV

TAXATION

Whenever a tax is assessed against the condominium property as a whole, instead of against each parcel, it shall be treated as a common expense, in accordance with the provisions of Article XII.

XV

MAINTENANCE AND REPAIR

Responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvement, shall be as follows:

A. The owner of each condominium unit, at his own expense, shall see to, maintain, repair, replace and be responsible for the maintenance of his unit, all equipment and fixtures therein, including but not limited to all air conditioning equipment used in or appurtenant to that unit, and must promptly correct any condition upon which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his non-action. All work shall be done without disturbing the rights of other unit owners. Furthermore, the owner of each unit, shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including the attached balconies or patios, where applicable), and such owner shall at his own expense maintain and replace when necessary all screening within or in a unit within or in the perimeter walls of a unit, and all glass in windows and doors in the perimeter walls of a unit. The unit owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.

B. The Association shall be responsible for and shall see to the maintenance, repair and operation of the common elements of the condominium, including, but not limited to all portions of a unit, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to load bearing columns and load bearing walls; all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained; and, all incidental damage caused to a unit by such work shall be repaired promptly at the expense of the Association. The painting, decorating or changing of any portion of the exterior

of the apartment building shall be the responsibility of the Association, and not the individual unit owner. The Association shall have all powers necessary to discharge these responsibilities, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and the Bylaws of the Association.

The maintenance and operation of the common elements shall be the responsibility of the Association and shall be a common expense. In the event the Association fails to maintain the common property in accordance with its obligations hereunder, any owner of an interest in any unit shall have the right to seek specific performance in a court of equity to compel the Association to do so, or, in the event of emergency repairs needed to utilities, walls, etc., the owner of an interest in any unit may give the Association twenty-four (24) hours notice of same, and if it is not done, said owner may proceed to contract in name to make such repairs, and the Association shall be obligated to reimburse said owner for the reasonable value of the repairs which were necessary and for which the Association was responsible.

C. In the event owners of a unit fail to maintain it as required herein, or make any additions or alterations to common elements without the required written consent, the Association or an owner with an interest in any unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. In the alternative, the Association shall have the right to levy, at any time, a special assessment against the owners of the unit and the unit for the necessary sums to put the improvements within the unit in good condition and repair or to remove any such unauthorized addition or alteration. After making such assessment, the Association shall have the right to have its employees and agents enter the unit at any time to do such work as deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.

D. The Board of Directors of the Association or any voting member of the Association shall have the right to maintain an action because of the failure of a unit owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time. In such an action, the prevailing party shall be entitled to recover the costs of the proceeding together with reasonable attorneys' fees, and the successful party shall have a lien on the unit of the unsuccessful party to secure the payment of same.

E. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the regulations shall not constitute a waiver of the right to do so thereafter.

XVI

ALTERATION OF UNITS

No owner of a condominium unit shall make or cause to be made substantial and material alterations, improvements or additions to the common elements, except in accordance with the following provisions:

A. A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days nor more than thirty (30) days written notice.

B. Seventy-five percent (75%) of all the voting members shall vote in favor of the proposal in person or by proxy.

C. If approved each unit owner shall be assessed his proportionate cost of such alteration, improvement or addition based upon that owner's interest in the common elements.

XVII

PROHIBITION OF FURTHER SUBDIVISION AND WAIVER OF PARTITION

A. The space within any of the units and common property shall not be further subdivided. An undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be conveyed, devised, encumbered or otherwise dealt with separately from the unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and an interest in the entire area described as common property which is appurtenant to such unit. Any instrument subsequent to the developer's conveyances conveying, transferring, or encumbering an undivided percentage interest in the common property which is appurtenant to such unit owned by the person executing such conveyance or encumbrance, and any instrument not in accordance with this Article shall not be effective and shall be deemed null and void, ab initio.

B. The developer hereby and each subsequent owner of any interest in a unit or in the common property by acceptance of a conveyance or any instrument transferring an interest waives the right of partition of any interest in the common property under the laws of the State of Florida as they exist now or hereafter until this condominium apartment project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a unit together with an undivided interest in the common property subject to the provisions of this Declaration.

XVIII

LIABILITY INSURANCE AND LIMITATION OF LIABILITY

The Board of Directors of the association shall obtain liability insurance in such amount as the Board of Directors may determine from time to time for the purpose of providing liability insurance coverage for the common elements of this condominium. The Board of Directors shall collect and enforce the payment of the premium for such insurance from each unit owner to the extent of his share in the common elements. Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own unit or for which he may be liable. In accordance with the provisions of the Condominium Act, the liability of a unit owner for common expenses shall be limited to amounts for which he is assessed from time to time in accordance with the Condominium Act, this Declaration and the Bylaws. The owner of a unit may be personally liable for the acts or omissions of the Association in relation to the use of the common elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the common elements. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners, and they shall have the right to intervene and defend. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a dwelling house would be liable for an accident occurring therein.

XIX

PROVISIONS FOR CASUALTY INSURANCE,
PAYMENT OF PROCEEDS, RECONSTRUCTION

A. Purchase of Insurance. The Board of Directors of the Association shall keep insured the condominium property, including the entire buildings erected upon the condominium land, all fixtures and personal property appurtenant thereto, and all units contained therein, and for the interest of the Association, all unit owners and their mortgagees, as their interest may appear, in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, against loss or damage by fire and hazards covered by a standard coverage endorsement and such risks of a similar or dissimilar nature as are customarily covered with respect to buildings similar in construction, location and use to the buildings erected upon the condominium land.

B. Assured and Loss Payable. All casualty insurance policies purchased by the Association hereunder shall be for the benefit of the Association, all unit owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Board of Directors of the Association who shall act as the Insurance Trustee and it shall be the duty of the Insurance Trustee to receive such proceeds as are paid to them and to hold the same in trust pursuant to the terms of this Declaration.

C. Payment of Premiums: The Board of Directors shall collect and pay the premiums for casualty insurance as part of the common expenses for which assessments are levied. Each unit owner shall pay and be responsible for casualty insurance premiums and all fees and expenses of the Insurance Trustee in the same manner as all other assessments.

D. Reconstruction or Repair after Casualty. 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:

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 should be terminated.

2. Apartment Building.

(a) Lesser Damage. If the damaged improvement is the apartment building, and if units to which fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium should be terminated.

(b) Major Damage. If the damaged improvement is the apartment building, and if apartments to which more than fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided unless within sixty (60) days after the casualty the owners of seventy five percent (75%) of the common elements agree in writing to such reconstruction or repair.

(c) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged property is the apartment building, by the owners of not less than seventy five percent (75%) of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

(d) If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the costs to rebuild or repair.

(e) If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a uniform special assessment against all unit owners for the deficiency related to common elements and against the individual unit owners for the portion of the deficiency related to individual damaged units; provided, however, that if in the opinion of the Board of Directors, it is impossible to adequately and accurately determine the portion of the deficiency related to individual damaged units, the Board of Directors shall levy the special assessment for the total deficiency against each of the unit owners according to the percentage as set forth in paragraph B of Article VI of this Declaration.

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

(a) Association. If the total of assessments paid by the association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$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 them in payment of the costs of reconstruction and repair.

(b) 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 and order.

(i) Association-Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$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 the mortgagee that is beneficiary of an insurance policy the proceeds of which are included in the construction fund, such funds shall be disbursed in the manner provided for in the major-damage section.

(ii) Association-Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$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 architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustees to the unit owner or if there is a mortgagee endorsement as to the unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner stated; except however, that the part of distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

4. Rights of Mortgagees. If any first mortgagee of any condominium unit shall require it, the Association shall from time to time deposit in a savings account established for the purpose, sufficient monies in escrow to insure the payment of the casualty insurance premiums insuring the condominium property. A majority of such mortgagees as herein above defined may designate the bank or savings and loan association as a depository for these funds and may determine the provisions of the escrow, but only one such escrow account shall be required. However, the association shall not be required to fund this escrow more frequently than once a month nor deposit therein from month to month an amount greater than one-twelfth (1/12) of the reasonably estimated casualty insurance premium next due, per month. Any mortgagee in any mortgage which in accordance with the provisions of the mortgage shall have the right to demand insurance proceeds in the event of a casualty loss to the property secured by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration of Condominium to repair, replace or restore the property subject to the mortgage lien. However, nothing herein shall be deemed a waiver by the mortgagee, of its rights, if any, to require that any surplus proceeds over and above the amounts actually used for repair, replacement or reconstruction of the property subject to the mortgage, be distributed to the mortgagee and the unit owners as their interests may appear. The owner and holder of any first mortgage on any unit shall have the right to approve the plans and proposals for any repairs, reconstruction or replacement to the unit or units encumbered by its mortgage or mortgages and no such repairs, reconstruction or replacement shall be begun or undertaken without such approval, which approval shall not unreasonably be withheld.

5. Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association, and to execute releases therefor.

XX.

MORTGAGES - SUBORDINATION

A. A unit owner who mortgages his condominium parcel must notify the Association of the name and address of his mortgagee, and the Association shall maintain such information in a register which shall, among other things, contain the names of all of the

owners of condominium parcels and the names of mortgagees holding mortgages on condominium parcels. The failure to notify the condominium association of the existence of a mortgage shall in no way impair the validity of the mortgage. If an owner mortgages his condominium parcel, he shall not be permitted to modify, alter or change the physical aspect of the apartment without the written authorization of the mortgagee. The Association shall, at the request of a mortgagee, report any unpaid assessments due from the owner of a condominium parcel.

B. Subordination. No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida, and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Association and the owner or owners of any part of said subdivision may be enforced against the owner of the portion of said property subject to such mortgage notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained.

XXI.

DEVELOPER'S UNIT RIGHTS AND PRIVILEGES

The provisions of Article X hereof respecting sale, transfer and lease of condominium parcels, shall not be applicable to the Developer submitting the condominium property to condominium ownership. The Developer reserves the right to and has the right to sell, lease or rent condominium units and parcels to any purchaser approved by it, subject, however, to the use of restrictions provided. The Developer shall have the right to transact any business necessary to consummate the sale of units, including but not limited to the right to maintain models, advertise on the premises, and use the common elements. In the event there are unsold parcels, the Developer retains the right to ownership thereof under the same terms and obligations as other owners of condominium parcels. The Developer may sell, lease or rent parcels owned by it to any person or persons whatsoever and the provisions of Article X shall not be applicable to the Developer or to any such sale, conveyance or lease by the Developer, notwithstanding anything to the contrary contained in this Declaration, the By-Laws or the Articles of Incorporation of the Association. This Article shall not be amended without the written consent of the Developer. If the provisions of this article conflict with any other article, then this article shall govern.

XXII.

SEPARABILITY OF PROVISION

Invalidation of any of the covenants, conditions, limitations or provisions of this Declaration, or in the Articles or Bylaws of the Condominium Corporation or of the Condominium Act, shall in no wise affect the remaining part or parts hereof which are unaffected by such invalidation, and the same shall remain effective.

XXIII.

TERMINATION

This project may be terminated as provided for by the Condominium Act. Upon termination the condominium property is owned in common by the unit owners in the same undivided shares as each owner previously owned in the common elements.

XXIV

EASEMENTS

A. All owners of units shall have as an appurtenance to their units a perpetual easement for ingress to and egress from their units over all right-of-way stairs, walks and other common property located in the condominium subdivision and a perpetual right or easement, in common with all persons owning an interest in any unit in the condominium, to the use and enjoyment of all common elements in the building and other facilities, including but not limited to utilities, recreational facilities and public ways located in the condominium. Easements are reserved through the condominium property as may be required for utility purposes in order to serve the occupants of the units, provided, however, such easements through a unit shall be only according to the plans and specifications for the building, unless approved as may be required for utility service in order to adequately serve Sandhill Pines Condominium.

B. All the condominium property and all the condominium units and the common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the condominium property, or caused by inaccuracies in construction or reconstruction, of the building or such improvements upon the condominium property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments stand. A valid easement for the maintenance of such encroachments is herein created, so long as such encroachments stand.

C. All units and the common property shall be subject to perpetual easements in gross being granted to SANDHILL PINES CONDOMINIUM ASSOCIATION, INC., a not-for-profit corporation, and its successors for ingress and egress and to use said premises for the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein.

XXV

MISCELLANEOUS PROVISIONS

A. The Developer as the owner of any condominium unit shall not be required to pay any of the common expenses of the condominium, as would be the obligation of the condominium units owned by the Developer, except for this paragraph, which assessments become due and payable in whole or in part at any time within forty-five (45) days of the recording of this Declaration; provided, however, that the Developer shall be obligated to pay that portion of the common expenses attributable to such units owned by it which are collected for the express purpose of paying or of providing an escrow for the payment of any and all real estate taxes levied or assessed against the condominium property if such taxes are common expenses under the provisions of this Declaration or of the By-Laws of the Condominium Association. The period the Developer is to be excused from payments of the common expenses terminates no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs, for each phase of the condominium.

B. The Condominium Association, its officers, directors, agents and employees, shall at all times have the right to enter

the condominium units at reasonable times for the purpose of inspecting the common elements gaining access to the common elements, or making repairs or otherwise maintaining the condominium property, or to abate emergency situations which threaten damage to the condominium property or any part thereof.

C. The Board of Directors of the Association shall provide for the preparation of a financial operating statement and present it at least annually to each of the members. Any member at his cost, may at any reasonable time, cause an audit to be made of the corporate records and books by a certified public accountant.

D. The Developer retains the right and shall at all times have the right to declare and create, from time to time, without the joinder or consent of any unit owner or the association, easements, providing only that such easements when created shall be reasonable and consistent with then-existing improvements upon the condominium property. Easements for utilities and for drainage which may be shown on the plat shall be in addition to any easements which may be created by the Developer under this paragraph D. This paragraph D shall not be amended nor shall the condominium plan be amended in any way to defeat, restrict or reduce the Developer's rights herein contained without the written consent of the Developer.

E. Until the completion of contemplated improvements to the condominium property, the developer specifically reserves the right, without the joinder of any persons, to make such changes in the Declaration and its attachments or in the plat of development as may be required by any lender, governmental authority or as may be in its judgment, necessary or desirable; provided that such will not change the shares of the unit owners or their mortgages in the common elements, and that all changes when made will provide facilities as good as, or better than, those shown on the condominium plat. This provision shall take precedence over any other provisions of the Declaration or its attachments.

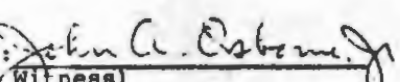
F. This Declaration is subject to the Declaration of Restrictions of SANDHILL PROPERTIES, INC., dated and recorded in O. R. Book _____, Pages _____, Public Records of Charlotte County, Florida unless such restrictions, or any of them in conflict with this Declaration, shall have been waived in writing by SANDHILL PROPERTIES, INC.

IN WITNESS WHEREOF, the developer has executed this Declaration of Condominium this 6th day of March, 1981.

SANDHILL PROPERTIES, INC.

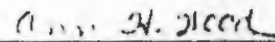
By: 

W. Warren Wankelman, President

Attest: 

(First Witness)

Attest: 


(Second Witness)

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SANDHILL PINES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on September 25, 1980, as shown by the records of this office.

The charter number for this corporation is 754337.



CER 101 Rev. 8-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
28th day of September, 1980

A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone
Secretary of State

ARTICLES OF INCORPORATION
OF
SANDHILL PINES CONDOMINIUM ASSOCIATION, INC.
(A Not-For-Profit Corporation)

FILED
SEP 25 8 40 AM '80
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED HEREBY ASSOCIATE THEMSELVES FOR THE PURPOSE OF FORMING A CORPORATION NOT-FOR-PROFIT UNDER AND PURSUANT TO CHAPTER 617, FLORIDA STATUTES, 1979, AND DO HEREBY CERTIFY AS FOLLOWS:

ARTICLE 1

The name of this corporation shall be SANDHILL PINES CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be herein referred to as the "Association".

ARTICLE 2

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, Chapter 718, Florida Statutes, 1979, for the operation of SANDHILL PINES CONDOMINIUM, a condominium, to be located upon land in Charlotte County, Florida, more particularly described in Article III of the Declaration of Condominium of SANDHILL PINES CONDOMINIUM.

2.2 The Association shall make no distribution of income to its members, directors or officers.

ARTICLE 3

POWERS

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

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

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act not inconsistent with the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. The maintenance, repair, replacement and operation of the condominium property.

d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.

e. The reconstruction of improvements after casualty and the improvement of the property.

f. To make and amend reasonable regulations respecting the use of the property in the condominium, provided, however, that all such amendments to these Articles shall be approved by not less than two-thirds (2/3) of the votes of the entire membership of the Association before such shall become effective.

g. To approve or disapprove the transfer, mortgage and ownership of units as may be provided by the Declaration of Condominium and the By-laws.

h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the condominium.

i. To contract for the management of the condominium wherein said contractor is to assist the Board in the management of the condominium where such assistance does not contravene the Declaration of Condominium, the Condominium Act and the Florida General Corporation Act.

j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation.

k. To employ personnel to perform the services required for the proper operation of the condominium.

3.3 The Association shall not have the power to purchase an apartment of the condominium except at sales in foreclosures of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien.

3.4 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.

3.5 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE 4

MEMBERS

4.1 The members of the Association shall consist of all of the record owners of a present vested interest in an apartment in the condominium; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Association as required by the Declaration of Condominium, 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 thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 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.

4.4 Owners of each unit shall collectively be entitled to one vote. If a unit is owned by more than one person, then the person entitled to cast such vote shall be determined as follows:

A statement must be filed with the Secretary of the Corporation, in writing, signed under oath by members with a present interest in an apartment and shall state:

a. The respective percentage interest of every person (as recorded in the Public Records of Lee County, Florida) owning a vested present interest in the fee title of the unit in which the affiant owns an interest.

b. Which one of the owners of an apartment in which the affiant owns an interest is to represent all of the owners of that apartment at membership meetings and cast the vote to which they are entitled. The person so designated by the persons owning the majority present interest in an apartment shall be known as the Voting Member and shall be the only member owning an interest in that apartment eligible to cast the vote for said apartment at membership meetings. The person designated as the Voting Member may continue to cast the binding vote for all members owning an interest in the apartment in which he owns an interest until such time as another person is properly designated as the Voting Member by those members owning the majority present interest by a similar written statement filed with the Secretary.

ARTICLE 5

DIRECTORS

5.1 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 such determination, shall consist of three (3) directors. Initial directors need not be members of the Association, but all subsequent directors must be members of the Association, provided, however, that non-members may serve as directors by amending the By-Laws to allow a non-member to serve as a director. Directors shall be elected annually by the members at a meeting to be held the first Monday in December of each year as provided in the By-Laws.

5.2 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or unless removed for cause, are as follows:

W. WARREN WANKELMAN	Post Office Box 1229 Punta Gorda, Florida 33950
JOHN A. OSBORNE, JR.	Post Office Box 2120 Port Charlotte, Florida 33952
WILLIAM H. OSBORNE	Post Office Box 2120 Port Charlotte, Florida 33952

ARTICLE 6

OFFICERS

The affairs of the Association shall be administered by the officers designated by 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:

OFFICERS	TITLE	ADDRESS
W. WARREN WANKELMAN	President	Post Office Box 1229 Punta Gorda, Florida 33950
JOHN A. OSBORNE, JR.	Treasurer	Post Office Box 2120 Port Charlotte, Florida 33952
WILLIAM H. OSBORNE	Secretary	Post Office Box 2120 Port Charlotte, Florida 33952

ARTICLE 7

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

ARTICLE 8

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 affirmative vote of not less than 60% of Board of Directors and by affirmative vote of not less than 60% of the voting members, or as otherwise provided in the By-Laws.

ARTICLE 9

AMENDMENTS

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

9.1 Written notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered and such notice shall be delivered to each member at least twenty (20) days prior to the meeting.

9.2 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 shall be permitted to vote only if present at a meeting at which an amendment is considered, and members may vote at meetings either in person or by proxy.

a. Such approvals must be by not less than two-thirds of the entire membership of the Board of Directors and by not less than two-thirds of the votes of the entire membership of the Association; or

b. By not less than seventy percent (70%) of the votes of the entire membership of the Association.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article 3, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. This provision shall not prevent amendments to the Declaration of Condominium in the manner provided therein.

9.4 A copy of each amendment shall be certified by the Secretary of State and shall be recorded in the 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 of these Articles of Incorporation are as follows:


- | | |
|----------------------|---|
| W. WARREN WANKELMAN | Post Office Box 1229
Punta Gorda, Florida 33950 |
| JOHN A. OSBORNE, JR. | Post Office Box 2120
Port Charlotte, Florida 33952 |
| WILLIAM H. OSBORNE | Post Office Box 2120
Port Charlotte, Florida 33952 |

ARTICLE 12

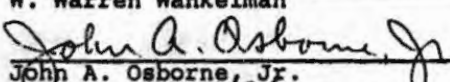
RESIDENT AGENT

ROBERT C. SIFRIT, resident of Charlotte County, Florida, whose post office address is 166 North Tamiami Drive, N.E., Port Charlotte, Florida, is hereby designated as resident agent.

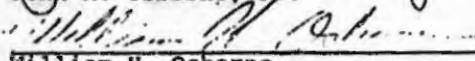
IN WITNESS WHEREOF, we have hereunto set our hands and seals at Port Charlotte, Florida, this 10th day of September 1980.



 W. Warren Wankelman



 John A. Osborne, Jr.



 William H. Osborne

STATE OF FLORIDA
COUNTY OF CHARLOTTE

BEFORE ME, the undersigned authority, personally appeared W. WARREN WANKELMAN, JOHN A. OSBORNE, JR. and WILLIAM H. OSBORNE, to me well known and known to me to be the persons who executed the foregoing Articles of Incorporation of SANDHILL PINES CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal at Port Charlotte,
Florida this 10th day of September, 1980.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 28, 1984

Ann H. Hood
Notary Public - State of Florida

ACCEPTANCE

I, ROBERT C. SIFRIT, of 166 North Tamiami Drive, N.E.,
Port Charlotte, Florida, a resident of Charlotte County, Florida
hereby accept the foregoing designation of resident agent of
SANDHILL PINES CONDOMINIUM ASSOCIATION, INC.

1980. WITNESS my hand and seal this 10th day of Sept.

Robert C. Sifrit
Robert C. Sifrit

BYLAWS

OF

SANDHILL PINES CONDOMINIUM ASSOCIATION, INC.

1. Identity. These are the Bylaws of SANDHILL PINES CONDOMINIUM ASSOCIATION, hereafter sometimes called the "Association", a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which are filed in the office of the Secretary of State.

The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, 1979, called the Condominium Act in these Bylaws, which condominium is identified by the name SANDHILL PINES CONDOMINIUM, INC. and is located upon the lands in Charlotte County, Florida described in Article III of the Declaration of Condominium of SANDHILL PINES CONDOMINIUM.

1. A. The office of the Association shall be at P. O. Box 2120, Port Charlotte, Florida 33952.

1. B. The fiscal year of the Association shall be the calendar year.

1. C. 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.

2. Members' Meetings. The minutes of all meetings of unit owners shall be kept in a book available for inspection by unit owners, or their authorized representatives at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

2. A. The annual members' meeting shall be held at the office of the Corporation at 12:00 in the afternoon, on the first Monday in December of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2. B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from not less than ten percent (10%) of the voting members of the Association.

2. C. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President, Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than thirty (30) days nor more than sixty (60) days prior to the date of the meeting. Notice of the annual meeting shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting. Proof of such mailing and proof of posting of notice shall be given by the affidavit of the person giving the notice. Notice of meetings may be waived before or after meetings, but unless a unit owner waives in writing the right to receive notice of the annual meetings by mail, the notice of the annual meetings shall be sent by mail to each unit owner and the post office certificate of mailing shall be retained as proof of such mailing. However, notwithstanding the above, notice of any meeting where 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.

2. D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which the quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

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+ 1
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2. E. Voting. Owners of each apartment shall collectively be entitled to one (1) vote, and the person entitled to cast such vote shall be determined as follows:

A statement must be filed with the Secretary of the Corporation, in writing, signed under oath by members with an interest in an apartment and shall state:

(1) The respective percentage interest of every person (as recorded in the Public Records of Charlotte County, Florida) owning a vested present interest in the fee title of the apartment in which the affiant owns an interest.

(2) Which one of the owners of the apartment in which the affiant owns an interest is to represent all of the owners of that apartment at membership meetings and cast the vote to which they are entitled. The person so designated by the persons owning the majority interest in an apartment shall be known as the voting member and shall be the only member owning an interest in that apartment eligible to cast the vote for said apartment at membership meetings. The person designated as the voting member may continue to cast the binding vote for all members owning an interest in the apartment in which he owns an interest until such time as another person is properly designated as the voting member by those members owning the majority interest by a similar written statement filed with the Secretary.

(3) There shall not be more than one hundred eight (108) voting members at any one time and each may cast one (1) vote. A corporation, or any individual with an interest in more than one apartment may be designated the voting member for each apartment in which he or it owns an interest. Failure by members of an apartment to file such statement under oath with the Secretary prior to a members' meeting will result in depriving the members with an interest in such apartment of a vote at such meeting.

2. F. Votes may be cast in person or by proxy. A proxy may be given by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

2. G. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2. H. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- (1) Calling of the roll and certifying proxies.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading and disposal of any unapproved minutes.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Election of inspectors of election.
- (7) Election of directors.
- (8) Unfinished business.
- (9) New business (including consideration of the budget).
- (10) Adjournment.

The chairman of the Board of Directors shall preside at all meetings. In his absence, the Board shall designate the person to preside.

3. Directors. The affairs of the Association shall be managed by a Board of not less than three or more than seven directors. The first Board shall consist of three members. The number of members of the Board of Directors may be changed at any time by amending the By-Laws as provided herein. The terms "Board", "Board of Directors", and "Board of Administration" are synonymous.

3. A. Election of directors shall be conducted in the following manner:

(1) Election of directors shall be held at the annual members' meeting.

(2) A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

(3) The election shall be by secret, written ballot (unless dispensed by unanimous consent) and by a 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. There shall be no cumulative voting.

(4) 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.

(5) Any Director may be removed with or without cause by a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting. The special meeting of the unit owners to recall a member or members of the Board of Administration may be called by ten (10) percent of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

(6) Transfer of association control shall take place as provided in Section 718.301, Florida Statutes, 1979.

3. B. 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. C. 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. D. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least three days prior to the day named for such meeting. All meetings of the Board shall be open to all unit owners, and adequate notice of all meetings, regular and special, shall be posted conspicuously on the condominium property at least 48 hours in advance, except in an emergency. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by unit owners, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

3. E. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Except in an emergency, not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3. F. Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3. G. A quorum at director's 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. H. 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. I. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for all purposes except the establishment of a quorum.

3. J. The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if not, the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

3. K. The order of business at directors' meetings shall be

- (1) Calling of roll.
- (2) Proof of due notice of meeting.
- (3) Reading and disposal of any unapproved minutes.
- (4) Reports of officers and committees.
- (5) Election of officers.
- (6) Unfinished business.
- (7) New business.
- (8) Adjournment.

3. L. Directors' fee, if any, shall be determined by the members.

3. M. Advisory Board. The Directors of the Association may select an Advisory Board consisting of three (3) members of the Association. The Advisory Board shall have no power or authority but shall offer the Directors suggestions and advice regarding the management of the affairs of the Association. The Advisory Board shall serve at the pleasure of the Directors of the Association.

3. N. 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, the agents, contractors, or employees of the Board of Directors, subject only to approval by apartment owners when such is specifically required.

4. Officers. The executive officers of the Association shall be a President who shall be a director; a Vice President, who shall be a director; a Secretary and Treasurer. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

The officers of the corporation 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 unless they shall be removed by a majority of the Board of Directors at any regular or special meeting of the Board duly called.

Any officer may resign as officer at any time. Such resignation shall be made in writing, submitted to the Secretary and shall take effect as is specified in the instrument. Acceptance of resignation shall not be required to make it effective.

Any vacancy resulting from the removal or resignation of an officer as herein provided may be filled by the Board of Directors at the same meeting.

4. A. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate, to assist in the conduct of the affairs of the Association.

4. B. The Vice President in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

4. C. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association, and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the president.

4. D. The Treasurer shall have custody of all property of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of the treasurer.

4. E. The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the association nor preclude the contracting with a director for the management of the condominium.

5. Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

5. A. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(1) Current expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(2) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, the amount for which shall not exceed \$1,000.00; provided, however, that in the expenditure of this fund no sum in excess of \$250.00 shall be expended for a single item or purpose without approval of a majority of the members of the Association.

(5) Operations, the amount of which may be to provide a working fund or to meet losses.

5. B. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Florida Statute 718.504 (20). In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement costs of each reserve item. This provision shall not apply to budgets in which the members of the Association have by a two-thirds vote at a duly called meeting of the Association determined for a fiscal year to provide no reserves or reserves less adequate than are required by this and other provisions of these Bylaws.

5. C. The membership shall adopt the budget at the annual meeting.

5. D. Assessments. Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due twelve (12) equal installments on the first day of each month of the year for which the installments are made. If an annual assessment is not made as required an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors in the manner elsewhere provided.

5. E. Acceleration of assessment installments upon default. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the apartment owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

5. F. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the apartment owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the apartment owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

5. G. The Depository of the Association shall be such bank, banks or federally insured savings and loan associations as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

5. H. An audit of the accounts of the Association shall be made annually by an accountant selected by the Board, and a copy of the audit report shall be furnished to each member not later than April 1, of the year following the year for which the audit is made.

5. Fidelity Bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall not be less than one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

6. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these By-Laws.

7. Sale, Rental, Lease or Transfer of Unit. Prior to the lease, sale, or transfer of any interest, in a unit and common property to any person other than the transferor's spouse, a Board of Directors of the Corporation shall approve or disapprove of the proposed leases, sale or transfer, in writing, and shall notify the owners of its decision. The fee charged by the Board of Directors for this service shall not be in excess of the expenditures reasonably required for the lease, transfer or sale and this expense shall not exceed \$50.

8. Amendments. Except as elsewhere provided otherwise, these Bylaws may be amended in the following manner:

8. A. Notice in writing of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. The proposal to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaws. See Bylaw..... for present text." Nonmaterial errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

8. B. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by not less than fifty percent (50%) of the voting 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 such approval is delivered to the Secretary at or prior to the meeting. Such approvals must be either by:

(1) Not less than sixty percent (60%) of the entire membership of the Board of Directors and by not less than sixty percent (60%) of the votes of the entire membership of the Association; or

(2) Not less than seventy percent (70%) of the votes of the entire membership of the Association; or

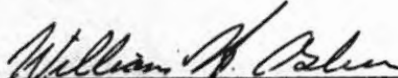
(3) Until the first election of directors, only by all of the directors provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

8. C. Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment shall change any apartment or decrease the share in the common elements appurtenant to it, unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "insurance" nor the section entitled "recon-

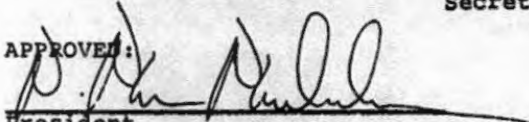
struction or repair after casualty" unless the record owners of all mortgages upon the condominium shall join the execution of this amendment.

8. D. 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 President or Vice President 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.

The foregoing were adopted as the By-Laws of SANDHILL PINES 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 of SANDHILL PINES CONDOMINIUM ASSOCIATION, INC. on March 6th, 1981.


Secretary

APPROVED:


President

SANDHILL PINES CONDOMINIUM
ESTIMATED OPERATING BUDGET*
FOR PHASE I

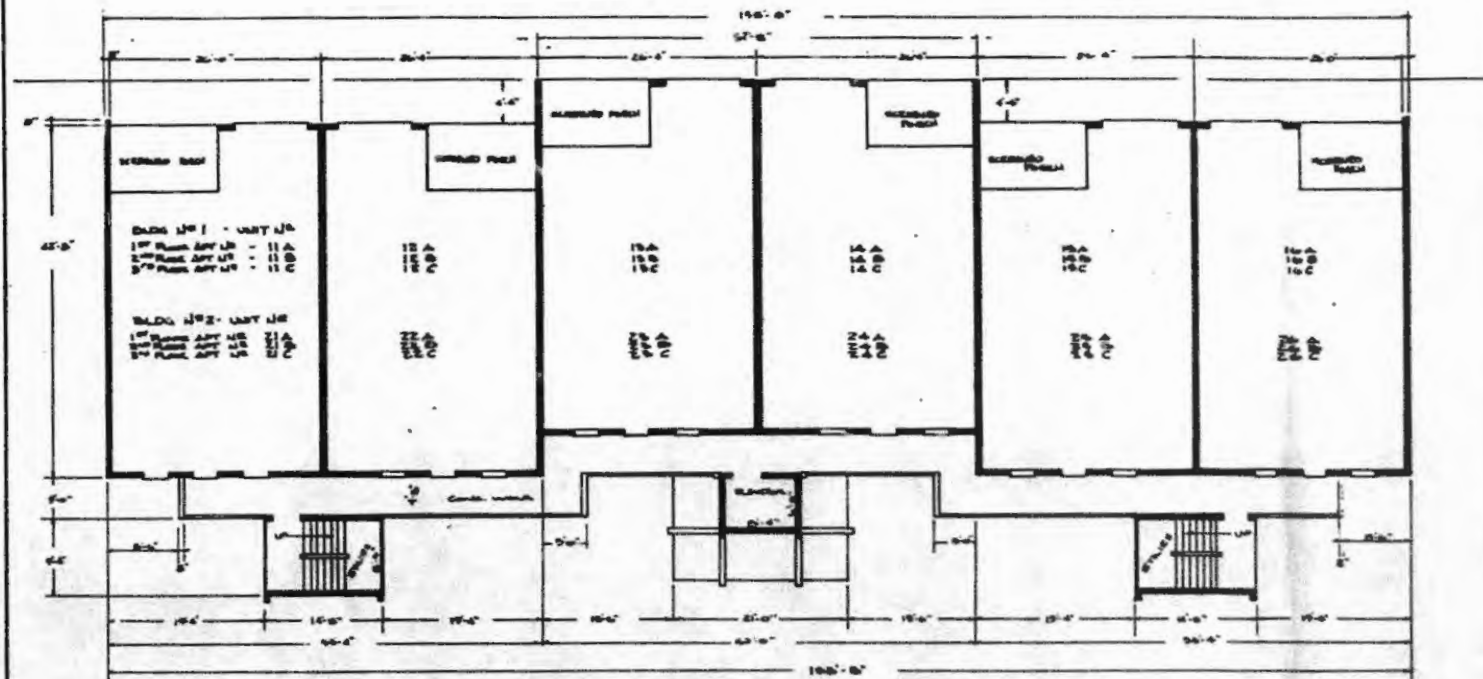
	Association Total Monthly Expense	Association Total Annual Expense	Unit Total Monthly Expense	Unit Total Annual Expense
Administration of Association				
Bookkeeping Services	\$ 126.92	\$ 1,523.00	\$ 2.35	\$ 28.20
Office Supplies & Postage	23.08	277.00	.43	5.13
Management Fees	n/a	n/a	n/a	n/a
Maintenance				
Lawn & Lake	1,115.42	13,385.00	20.66	247.87
Building Maintenance & Supplies	675.00	8,100.00	12.50	150.00
Pool, Patio, Tennis	291.67	3,500.00	5.40	64.81
Recreational Lease	n/a	n/a	n/a	n/a
Taxes upon Association Property	n/a	n/a	n/a	n/a
Taxes upon Leased Areas	n/a	n/a	n/a	n/a
Insurance				
Comprehensive	153.17	1,838.00	2.84	34.04
Flood	n/a	n/a	n/a	n/a
Security Provisions	n/a	n/a	n/a	n/a
Other Expenses				
Legal Fees	65.42	785.00	1.21	14.54
Accounting Fees	80.75	969.00	1.50	17.94
Electricity, Water & Sewer Plant	1,621.17	19,454.00	30.02	360.26
Operating Capital	n/a	n/a	n/a	n/a
Association Division Fees	2.25	27.00	.04	.50
Reserve**	1,165.33	13,984.00	21.58	258.96
TOTAL EXPENSES	\$ 5,320.18	\$ 63,842.00	\$ 98.53	\$ 1,182.25

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF DIRECTORS OF THE CONDOMINIUM DURING THE PERIOD OF OPERATION FOR WHICH THE FOREGOING HAS BEEN RENDERED.

*THIS ESTIMATED BUDGET IS BASED UPON THE DEVELOPER'S ANTICIPATED COSTS WHEN PHASE I IS COMPLETED.

**THIS RESERVE FIGURE INCLUDES A RESERVE FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE FOR ROOF REPLACEMENT IN FIFTEEN YEARS, EXTERIOR BUILDING PAINTING IN FIVE YEARS AND PAVEMENT RESURFACING IN FOUR YEARS. THE RESERVE PORTION OF THE BUDGET MAY BE OMITTED, IF AT A DULY CALLED MEETING OF THE ASSOCIATION, TWO-THIRDS OF THE MEMBERSHIP VOTE TO PROVIDE NO RESERVES OR RESERVES LESS ADEQUATE THAN PROVIDED FOR IN THIS ESTIMATED OPERATING BUDGET, AND AS PROVIDED IN FLORIDA STATUTES 718.112(2)(k). TO DETERMINE THESE FIGURES THE COST OF ROOF REPLACEMENT WAS SET AT \$61,935.00; EXTERIOR BUILDING PAINTING WAS SET AT \$27,440.00; PAVEMENT RESURFACING AT \$12,144.00; AND CONTINGENCY AT \$1,331.00.

SANDHILL PINES CONDOMINIUM



PROPOSED FINISH ELEVATIONS (TYPICAL)

- FIRST FLOOR = 22.9
- CEILING = 50.98
- SECOND FLOOR = 31.98
- CEILING = 99.41
- THIRD FLOOR = 40.17
- CEILING = 48.29

NOTE:
FLOOR PLAN FOR BUILDINGS
1, 2, 3, 4, 7, 9, AND 11

GRAPHIC SCALE
1/4" = 1'-0"



CHARLOTTE ENGINEERING INC.
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
LAND DEVELOPMENT CONSULTANTS
313 Cross St., Palm Beach, Florida 33480 • (407) 628-0268

TYPICAL FLOOR PLAN
BUILDINGS 1 AND 2
PHASE I

THIS DRAWING AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF CHARLOTTE ENGINEERING INC. AND SHALL REMAIN THE PROPERTY OF CHARLOTTE ENGINEERING INC. EVEN IF THIS DRAWING IS REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CHARLOTTE ENGINEERING INC.

REVISIONS & APPROVALS	DATE	BY	CHK'D BY	SCALE

DRAWN BY:
 CHECKED BY:
 SHEET 5 OF 6
 PROJECT NO: 1811
 DRAWING NO: P. A.

DECLARATION OF RESTRICTIONS

SANDHILL PINES

WHEREAS, SANDHILL PROPERTIES, INC., hereinafter called the Grantor, a corporation under the laws of the State of Florida, is the owner in fee simple of the following real property situated in Charlotte County, Florida, to-wit:

Legal as attached hereto and made a part hereof on Page 1A.

And, it is the desire of said Grantor that uniform restrictive covenants and restrictions upon the use and type of building and development of the above described land be set forth herewith. NOW THEREFORE in accordance with the law, Sandhill Properties, Inc., does hereby establish the following restrictions on the above described land which said restrictions shall run with the land.

1. RESIDENTIAL USE, MULTI-FAMILY

The lands aforementioned, including all tracts enlarged or recreated by shifting or relocation of side boundary lines, are restricted to the use of multi-unit residential buildings. A "unit" shall be herein and hereinafter defined as that portion of building expressly designed as living quarters for a single family, their household servants and guests. Construction sheds may be placed on a tract and remain there temporarily during the course of active construction. No other portable buildings or trailers may be moved on the tract.

2. NO TRADE, BUSINESS, PROFESSION, ETC.

No trade, business, profession or other type of commercial activity shall be carried on upon any of the land covered by these restrictions without the express written consent of the Grantor.

DESCRIPTION: Entire Tract

Part of the Southwest Quarter (S.W. 1/4) of Section 7, Township 40 South, Range 23 East, Charlotte County, Florida, being more particularly described as follows:

Commencing at the southwest corner of said Section 7; thence run S. $89^{\circ} 29' 29''$ E. along the south line of said Section 7 for 35.00 feet to the point of beginning; thence run N. $0^{\circ} 02' 39''$ E. on a line parallel to and 35.00 feet East of the West line of said Section 7 for 1147.80 feet; thence run S. $89^{\circ} 29' 29''$ E. on a line parallel to the south line of said Section 7 for 931.92 feet to a point 50.00 feet westerly of the centerline of existing Kings Highway as measured at right angles; thence run Southwesterly, parallel to and 50.0 feet Westerly of (as measured at right angles to) the centerline of existing Kings Highway, on a curve concave Northwesterly with a radius of 3166.90 feet for 135.56 feet (chord bearing S. $16^{\circ} 53' 47''$ W, chord length of 135.55 feet); thence run S. $18^{\circ} 07' 22''$ W. for 1067.78 feet on a line parallel to and 50.00 feet Westerly of (as measured at right angles to) the center line of existing Kings Highway, to a point on the South line of said Section 7; thence N. $89^{\circ} 29' 29''$ W. along said south line for 561.26 feet to the point of beginning. Tract herein described contains 19.709 Acres.

This shall not prevent an owner of a building from renting said property for residential use, nor shall it prevent grantor from developing the land and engaging in usual and customary business activity in connection with development, including the sale of units.

3. LAWNS AND LANDSCAPING

All lawns on all sides of the buildings on the above mentioned land shall extend to the pavement line. No parking strips, drives or paved areas are to be allowed except as approved on the plot plan of the plans and specifications, unless otherwise approved in writing by Grantor. Upon the completion of the building(s) on the above mentioned land, the lawn area on all sides of the building(s) up to and including the lot line (unless a smaller area shall be approved in writing by Grantor) shall be completely sodded with grass and a watering system capable of keeping this grass sufficiently irrigated shall be installed, it being the Grantor's intent that the lawn area shall be uniformly green, luxuriant and well kept.

4. APPROVAL OF PLANS, SPECIFICATIONS, AND LOCATION OF BUILDINGS

In order to insure that the building(s) on the aforementioned land will be of a high standard of construction, no building or other structure shall be erected, placed or remain on the aforementioned land until a set of the plans of the working drawings and specifications, including a plot plan showing the location of the building(s) or other structures, terraces, patios, walls, fences, driveways, property lines, poles and setbacks is submitted to the Grantor and approved by the Grantor as meeting the requirements of these restrictions and as being in accordance with the building, plumbing and electrical codes in effect at the time construction or alteration of any building has begun. Construction requirements and specifications may include (but are not limited to) the following: tile roof, (minimum roof pitch three to one), cement drives, and outside building colors subject to approval. Prior to approval of plans, written approval must be obtained from the Grantor for use of the building contractor to be employed. Said building contractor shall be a regularly employed bona fide building contractor duly licensed by the applicable governmental authorities and in addition shall pass such testing requirements as may be set forth from time to time by the Grantor. Said building contractor shall in addition to the foregoing requirements be required to post a performance and completion bond for the full amount of the work as shown on the plans and specifications so as to insure against the possibility of partially completed buildings marring the beauty of the above mentioned land. Aforesaid bond shall be obtained from a recognized institutional bonding company and shall be of a form and working approved by the Grantor. The Grantor, may, at its discretion, bond the construction in lieu of the above said bonding company.

Refusal of approval of plans, specifications and locations of building(s) by the Grantor may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Grantor, seem sufficient. No alternations in the exterior appearance of any building or structure shall be made without approval of the Grantor in writing. The provisions herein contained shall apply equally to repair, alterations or modifications of building(s).

The Grantor reserves the right (but not the obligation) from time to time to inspect the building construction as it proceeds in order to assure itself that the building is being constructed according to the plans and specifications, and if it should occur that said inspections show that this is not the case then a letter shall be addressed to the contractor with a copy to the owner setting forth said objections to construction and forthwith the work on said construction shall stop and abate until said objections have been complied with and settled.

There shall be no construction signs displayed except those that may be required by law.

The issuance of a building permit or license, which may be in contravention of these restrictions, shall not prevent the Grantor from enforcing these provisions.

5. ANTENNAS

Unless otherwise approved in writing by Grantor, no outside antenna, aerial or receiver of any kind shall be permitted on any of the land covered by these restrictions.

6. WALLS

No wall, hedge or fence shall be constructed along or adjacent to the side or rear tract lines on any of the aforementioned property with a height of more than three feet above the ground level unless the placement, character, form and size of said wall, fence or hedge be first approved in writing by Grantor. The height or elevation of any wall, hedge or fence shall be measured from the existing property elevation. Any questions as to such heights may be conclusively determined by the Grantor.

7. ANIMALS, ETC.

No animals, birds or reptiles of any kind shall be raised, bred or kept on any of the aforementioned property except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. No animal, bird, or reptile shall be kept in such a manner as to constitute a nuisance.

8. DRILLING OIL, ET.

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

9. NUISANCES

No activity or business or any act shall be done upon the property covered by the restrictions which may be or may become any annoyance or nuisance to the neighborhood.

10. GARBAGE CONTAINERS

All garbage or trash containers, oil tanks or bottle gas tanks must be underground or placed in walled-in areas so that they shall not be visible from the adjoining properties. Garbage pickup shall be at the underground or walled-in areas. There shall be no curbside garbage pick up.

11. CLOTHES DRYING AREA

No outdoor clothes drying shall be allowed.

12. SIGNS AND DISPLAYS

No signs shall be erected or displayed on this property or on any structure, except that the Grantor may allow a sign to be erected at its discretion, if the placement and character, form and size of such sign be first approved in writing by the Grantor. This provision shall allow, only one "For Sale" sign on any property under contiguous ownership, and no "For Sale" or "For Rent" sign shall be in excess of 6" x 8" in size.

13. MAINTENANCE

All building(s) and other structures when completed shall be maintained in a like-new condition and shall be kept freshly painted including roofs. The color of paint shall not be changed without the written consent of the Grantor.

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises on the aforescribed land, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and, in addition all of the landscaping, including the grass, shall be kept as befitting a high-quality lawn and any plants, grass, shrubs, etc. that might die or become other than luxuriant and well-formed shall be promptly replaced and should the Grantee fail to keep premises in the aforescribed condition, then the Grantor may enter upon the land and repair, replace, install or maintain the offending portion and such entry shall not be deemed a trespass and a lien shall arise in favor of the Grantor to the extent of the expenses to accomplish the aforesaid.

14. NO TEMPORARY BUILDING

No tents and no temporary or accessory building or structure shall be erected without the written consent of the Grantor.

15. WAIVER OF RESTRICTIONS

The failure of the Grantor to enforce any building restrictions, covenant, condition, obligation, right or power herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach of violation occurring prior or subsequent thereto.

16. RIGHT OF GRANTOR

The Grantor reserves the right to itself, its agents, employees

or any contractor or subcontractor, dealing with the Grantor, to enter upon the land covered by these restrictions for the purpose of carrying out and completing the development of the property covered by these restrictions, including but not limited to, completing any dredging, filling, grading, or installation of drainage, water lines or sewer lines. These reserved rights to the Grantor shall also apply to any additional improvements which the Grantor has the right but not the duty to install, including but not limited to, any streets, sidewalks, or curbs, gutters, beautifications or any other improvements.

17. PROHIBITION AGAINST DIGGING WATER WELLS

On all the aforementioned tracts digging or drilling of water wells is hereby prohibited except upon the written approval of Grantor and proper governmental authority.

18. REMEDIES FOR VIOLATIONS

Violations or breach of any condition, restriction or covenant herein contained by any person or concern claiming under the Grantor, or by virtue of any judicial proceeding, shall give the Grantor, in addition to all other remedies the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them. In addition to the foregoing, the Grantor shall have the right, wherever there shall have been built on any tract any structure which is in violation of these restrictions, to enter upon the property where such violation of these restrictions exists and summarily abate or remove the same at the expense of the owner, purchaser, optionee, lessee, or grantee, and such entry and abatement or removal shall not be deemed a trespass.

19. ADDITIONAL RESTRICTIONS AND AMENDMENTS

On any lands owned by Grantor, the Grantor or its successor in title reserves the right, from time to time, to amend, modify, add to or delete from any part or all of the foregoing restrictions without notice to or consent from the Grantee.

20. INVALIDITY CLAUSE

Invalidity of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, SANDHILL PROPERTIES, INC. has caused these persents to be signed in its name by its Vice President, William H. Osborne and its corporate seal affixed, attested by its Secretary, this 6th day of March, 1981.

Signed, sealed and delivered in the presence of:

John C. Osborne, Jr.
(first witness)

R. H. Wood
(second witness)

SANDHILL PROPERTIES, INC.

BY: William H. Osborne
Vice President

ATTEST: William H. Osborne
Secretary

(corporate seal)