

THIS IS NOT A
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PAGES 4
ACCT _____
REC 35.50
DR 219 _____
DS _____
INT _____
FEES _____
INDEXING _____
MTF _____
P/C _____
REV _____
TOTAL 35.50
-CK BAL _____
CHG AMT _____

This instrument prepared and RETURNED TO:
JAMES N. POWELL
Powell, Carney, Gross, Maller & Ramsay, P.A.
One Progress Plaza, Suite 1210
St. Petersburg, Florida 33701

(Space above reserved for Clerk's Office)

**FIRST AMENDMENT
TO DECLARATION OF CONDOMINIUM
OF
THE ALAGON ON BAYSHORE, A CONDOMINIUM**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE ALAGON ON BAYSHORE, A CONDOMINIUM (the "First Amendment") is entered into this 11th day of October, 2007, by **SOUTHEAST COMMUNITIES, LLC**, a Florida limited liability company (the "Developer").

WITNESSETH

WHEREAS, the Developer has previously recorded a Declaration of Condominium of THE ALAGON ON BAYSHORE, a Condominium, in the Public Records of Hillsborough County, Florida, identified as Clerk's Instrument #2006286279, and recorded on June 13, 2006, in Official Records Book 16590, beginning at Page 1632, Public Records of Hillsborough County, Florida; and

WHEREAS, Article VI of the Declaration of Condominium, Subsection 6.2 permits the amendment of the Declaration of Condominium by the Developer to correct an omission or an error; and

WHEREAS, Section 3.6 of Article III of the Declaration of Condominium for THE ALAGON ON BAYSHORE, a Condominium, provides for the combination of units; and

WHEREAS, Section 3.6 of Article VI of the Declaration of Condominium for THE ALAGON ON BAYSHORE, a Condominium, provides that upon the combination of units all common elements become limited common elements and this provision requires correction since a portion of the common areas will remain common areas for the benefit of other unit owners;

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration the Developer does hereby amend the Declaration of Condominium as hereinafter specifically provided.

1. **Recitals.** The parties hereby acknowledge and agree that the statements contained in the recitals of fact (the "Recitals") set forth above are true and correct, and that the Recitals are by this reference made a part of this First Amendment.

2. **Amendment.** Paragraph 3.6, titled "Combination of Units" in Article 3, titled "Description of Condominium and Development Plan" found within the

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Declaration of Condominium for THE ALAGON ON BAYSHORE, a Condominium, is amended by the deletion of paragraph 3.6 and the substitution in lieu thereof of the following:

“3.6 *Combination of Units.* Notwithstanding anything to the contrary hereinabove, the Developer reserves the right, to combine one or more Units located on the same floor in the Condominium. Additionally any Unit Owner shall have the right, upon securing approval of a majority of the voting interest in the Condominium, to combine one or more Units located on the same floor in the Condominium. In either event, the configuration of the Units on that floor may be altered. If all of the Units on one floor are combined, then any Common Elements designated on that floor which are solely utilized by the Unit Owner of the combined unit will become Limited Common Elements for the benefit of the Unit Owner. Any other Common Elements, including by way of illustration and not limitation, stairways, hallways, corridors or balconies servicing stairways, closets or areas housing HVAC, electrical, plumbing or other building system equipment and the like servicing other floors or Units in the Condominium shall remain Common Elements. However, the percentage by which the Unit Owner shares in the Common Expenses of the Condominium, and the Unit Owner’s ownership in the Common Surplus in the Condominium, and the Unit Owner’s voting rights and membership rights in the Association shall be as originally designated. Should the Developer or Unit Owner subsequently desire to separate the combined Units into the two or three Units previously shown on the floor plans for the Condominium, the reconfiguration must match the footprint exactly as shown on the floor plans for the Condominium in Exhibit “A” to this Declaration. If any other configuration is desired, it shall require a one hundred percent (100%) vote of the voting interests in the Condominium.”

3. ***Ratification.*** In all other respects, the Developer ratifies the terms of the Declaration of Condominium of THE ALAGON ON BAYSHORE, a Condominium.

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IN WITNESS WHEREOF, the Developer has caused this First Amendment to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

DEVELOPER:

SOUTHEAST COMMUNITIES, LLC, a Florida limited liability company

[Signature]

Legibly Print Name Here: James N. Couch

BY: BERAFFES, INC., a Florida corporation, its Managing Member

[Signature]

Legibly Print Name Here: Linda C Johnson

By: [Signature]
David A. Jenkins, its President

(CORPORATE SEAL)

[Signature]

Legibly Print Name Here: James N. Couch

BY: ALAGON JOINT VENTURE, LLC, a Florida limited liability company, its Manager

[Signature]

Legibly Print Name Here: Linda C Johnson

By: [Signature]
Craig W. McLaughlin, its Manager

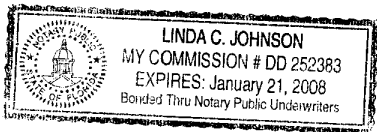
(COMPANY SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 11th day of October, 2007, by **DAVID A. JENKINS**, as President of BERAFFES, INC., a Florida corporation, as Managing Member of SOUTHEAST COMMUNITIES, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or produced a valid Florida driver's license, or _____ as identification.

My Commission Expires:

[Signature]
Notary Public (SEAL)



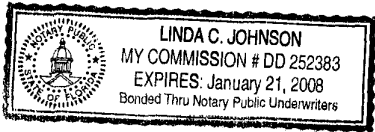
THIS IS NOT A CERTIFIED COPY

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 11th day of October, 2007, by **CRAIG W. MCLAUGHLIN**, as Manager of ALAGON JOINT VENTURE, LLC, a Florida limited liability company, as Manager of SOUTHEAST COMMUNITIES, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or produced a valid Florida driver's license, or _____ as identification.

My Commission Expires:


Notary Public (SEAL)



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PAGES	<u>18</u>
ACCT	
REC	<u>154.50</u>
DR 219	
DS	
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This instrument prepared and RETURNED TO:
JAMES N. POWELL
Powell, Carney, Gross, Mailer & Ramsay, P.A.
One Progress Plaza, Suite 1210
St. Petersburg, Florida 33701

(Space above reserved for Clerk's Office)

**SECOND AMENDMENT
TO DECLARATION OF CONDOMINIUM
OF
THE ALAGON ON BAYSHORE, A CONDOMINIUM**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE ALAGON ON BAYSHORE, A CONDOMINIUM (the "Second Amendment") is entered into this 11th day of OCTOBER, 2007, by **SOUTHEAST COMMUNITIES, LLC**, a Florida limited liability company (the "Developer").

WITNESSETH

WHEREAS, the Developer has previously recorded a Declaration of Condominium of THE ALAGON ON BAYSHORE, a Condominium, in the Public Records of Hillsborough County, Florida, identified as Clerk's Instrument #2006286279, and recorded on June 13, 2006, in Official Records Book 16590, beginning at Page 1632, Public Records of Hillsborough County, Florida; and

WHEREAS, on or about even date herewith the First Amendment to Declaration of Condominium of THE ALAGON ON BAYSHORE, a Condominium, was recorded in the Public Records of Hillsborough County, Florida; and

WHEREAS, Article VI of the Declaration of Condominium, Subsection 6.2 permits the amendment of the Declaration of Condominium by the Developer to correct an omission or an error, of effect any other amendment; and

WHEREAS, Section 718.104(4)(e), *Florida Statutes*, requires the Developer to amend the Declaration of Condominium to include the Certificate of Substantial Completion; and

WHEREAS, it is the intent of the Developer by this Second Amendment to the Declaration of Condominium of THE ALAGON ON BAYSHORE, a Condominium, to provide a Certificate of Substantial Completion for Floors 18, 19, 21, 22, 23, 24 and the townhomes; and

WHEREAS, it is further the intent of the Developer by this Second Amendment to correct a portion of the common area descriptions on Floors 4 through 24 to reflect the configuration to the balconies servicing the air conditioning units for those floors.

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NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration the Developer does hereby amend the Declaration of Condominium as hereinafter specifically provided.

1. **Recitals.** The parties hereby acknowledge and agree that the statements contained in the recitals of fact (the "Recitals") set forth above are true and correct, and that the Recitals are by this reference made a part of this Second Amendment.

2. **Amendment.** EXHIBIT "A" to the Declaration of Condominium is amended by the addition of the Certificate of Substantial Completion for Floors 18, 19, 21, 22, 23, 24 and the townhomes. EXHIBIT "A" further reflects the changes required by the Fire Department of the City of Tampa, Florida, as a life safety reconfiguration balconies wrapping around the east side of the stairway shafts for the service of air conditioning equipment.

3. **Ratification.** In all other respects, the Developer ratifies the terms of the Declaration of Condominium of THE ALAGON ON BAYSHORE, a Condominium, and the First Amendment thereto.

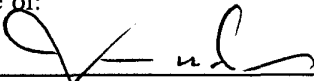
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IN WITNESS WHEREOF, the Developer has caused this Second Amendment to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

DEVELOPER:



SOUTHEAST COMMUNITIES, LLC, a Florida limited liability company

Legibly Print Name Here: James N. Curvey

BY: BERAFFES, INC., a Florida corporation, its Managing Member



By: 
David A. Jenkins, its President

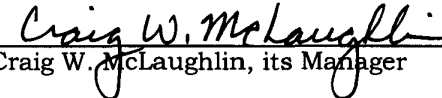
Legibly Print Name Here: Linda C. Johnson

(CORPORATE SEAL)



BY: ALAGON JOINT VENTURE, LLC, a Florida limited liability company, its Manager

Legibly Print Name Here: James N. Curvey

By: 
Craig W. McLaughlin, its Manager



(COMPANY SEAL)

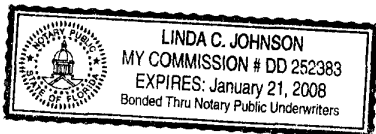
Legibly Print Name Here: Linda C. Johnson

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 11th day of October, 2007, by **DAVID A. JENKINS**, as President of BERAFFES, INC., a Florida corporation, as Managing Member of SOUTHEAST COMMUNITIES, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or produced a valid Florida driver's license, or _____ as identification.

My Commission Expires:


Notary Public (SEAL)



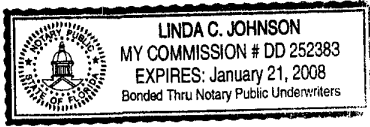
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STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 11th day of October, 2007, by **CRAIG W. MCLAUGHLIN**, as Manager of ALAGON JOINT VENTURE, LLC, a Florida limited liability company, as Manager of SOUTHEAST COMMUNITIES, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or produced a valid Florida driver's license, or _____ as identification.

My Commission Expires:


Notary Public (SEAL)



THE ALAGON ON BAYSHORE, A CONDOMINIUM
SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

LEGAL DESCRIPTION:

DESCRIPTION: The South 200 feet of the North 300 feet of Lot 13, of HAWLEY'S SUBDIVISION, according to map or plat thereof recorded in Deed Book "K", Page 275, of the Public Records of Hillsborough County, Florida, LESS the West 630 feet thereof and LESS the right-of-way for Bayshore Boulevard, being more particularly described as follows:

Commence at the Southeast corner of BAYFAIR, according to the plat thereof as recorded in Plat Book 70, Page 17, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, run thence along the East boundary of said BAYFAIR, N.00°05'20"W., 199.87 feet to a point on the North boundary of the aforesaid South 200 feet of the North 300 feet of Lot 13, said point also being the Northeast corner of Lot 5, according to said plat of BAYFAIR; thence along said North boundary of the South 200 feet of the North 300 feet of Lot 13 of HAWLEY'S SUBDIVISION, N.89°50'28"E., 321.85 feet to a point on the Westerly right-of-way line of BAYSHORE BOULEVARD; thence along said Westerly right-of-way line of BAYSHORE BOULEVARD, S.19°25'D3"E., 212.22 feet to a point on the North right-of-way line of WAVERLY AVENUE; thence along said North right-of-way line of WAVERLY AVENUE, S.89°54'35"W., 392.10 feet to the POINT OF BEGINNING.

Containing 1.640 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Don H. Rizzuto, the undersigned professional Surveyor and Mapper authorized to practice in the State of Florida in compliance with Section 718.104 (4) (e), Florida Statutes, do hereby certify that this plat of The Alagon on Bayshore, a Condominium, together with the provisions of the Declaration that describe 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 therefrom, and that the construction of floors 1-19, 21, 22, 23 and 24 and the Townhomes are substantially complete. Further, all planned improvements including but not limited to landscaping, utility services and access to the units and common-element facilities serving the building in which the units to be completed are located have been substantially completed.

Unless it bears the the signature and the original raised seal of the Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

10-3-07
DATE

Don H. Rizzuto
DAN H. RIZZUTO
PROFESSIONAL LAND SURVEYOR NO. 5227
STATE OF FLORIDA

GENERAL NOTES:

- 1) ALL PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT CONTAINED WITHIN INDIVIDUAL CONDOMINIUM UNITS ARE EITHER COMMON ELEMENTS OR LIMITED COMMON ELEMENTS AND ALL PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT CONTAINED WITHIN INDIVIDUAL CONDOMINIUM UNITS OR DESIGNATED AS LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.
- 2) COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CONDUIT, WRES, OUTLETS, UTILITY LINES, DUCTS, PLUMBING, IRRIGATION SYSTEMS, LIGHTING AND EASEMENTS OF SUPPORT WITHIN THE UNITS HAVE NOT BEEN GRAPHICALLY ILLUSTRATED HEREON.
- 3) ALL COMMON ELEMENTS ARE SUBJECT TO A BLANKET EASEMENT FOR PEDESTRIAN ACCESS, DRAINAGE AND UTILITIES AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.
- 4) ALL ASSIGNED PARKING SPACES, STORAGE UNITS, BALCONIES, COURTYARDS, GARDEN AREAS, DRIVEWAYS AND GARAGES SHALL BE LIMITED COMMON ELEMENTS.
- 5) ALL DISTANCES AS SHOWN HEREON ARE IN FEET AND DECIMAL FEET.
- 6) ALL DISTANCES AS SHOWN HEREON ARE APPROXIMATE.
- 7) ELEVATIONS AS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929.
- 8) THE CEILING ELEVATIONS AS SHOWN HEREON ARE THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE OF THE CONCRETE SLAB.
- 9) THE FINISHED FLOOR ELEVATIONS AS SHOWN HEREON ARE THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE OF THE CONCRETE SLAB.
- 10) UNDERGROUND IMPROVEMENTS NOT LOCATED OR SHOWN.
- 11) BEARINGS SHOWN ARE BASED ON THE EAST LINE OF BAYFAIR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGE 17, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, SAID LINE BEING N.00°05'20"W.

UNIT DATA

- 27 - RESIDENTIAL UNITS (9 FLOORS WITH 3 UNITS)
- 16 - RESIDENTIAL UNITS (8 FLOORS WITH 2 UNITS)
- 4 - PENTHOUSE UNITS (4 FLOORS WITH 1 UNIT)
- 3 - TOWNHOMES (2 STORY)
- 50 - TOTAL UNITS

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FLOOR 2 (FLOOR PLAN)	SHEET 5
FLOOR 3 (FLOOR PLAN)	SHEET 6
FLOORS 4 THROUGH 11 (FLOOR PLAN)	SHEET 7
FLOOR 12 (FLOOR PLAN)	SHEET 8
FLOORS 14 THROUGH 19 (FLOOR PLAN)	SHEET 9
FLOOR 20 (FLOOR PLAN)	SHEET 10
FLOOR 21 (FLOOR PLAN)	SHEET 11
FLOORS 22 THROUGH 24 (FLOOR PLAN)	SHEET 12
TOWNHOMES FIRST FLOOR (FLOOR PLAN)	SHEET 13
TOWNHOMES SECOND FLOOR (FLOOR PLAN)	SHEET 14

LEGAL DESCRIPTION



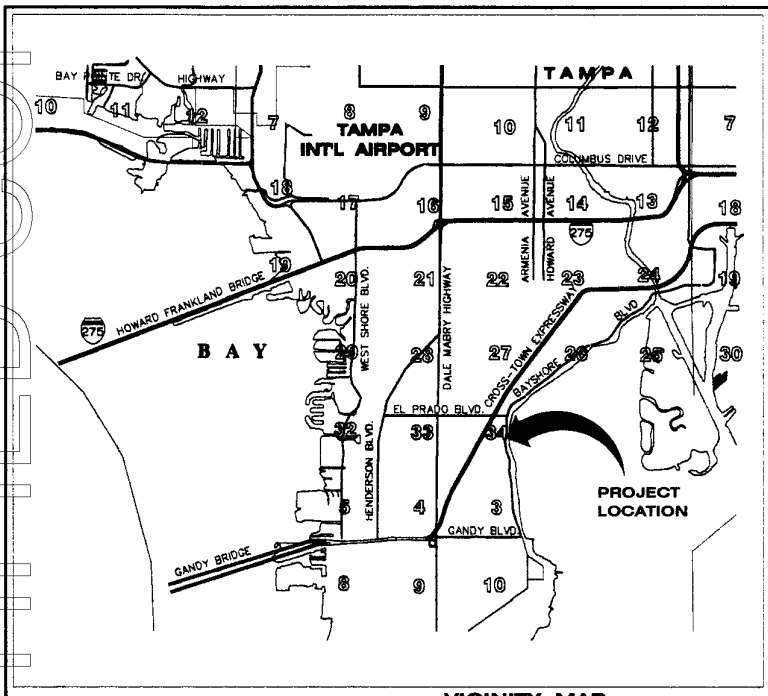
POLARIS ASSOCIATES INC.
PROFESSIONAL SURVEYING LB 8113
18850 U.S. HWY 19 N. SUITE 500
CLEARWATER, FLORIDA 33784
(727) 524-8500

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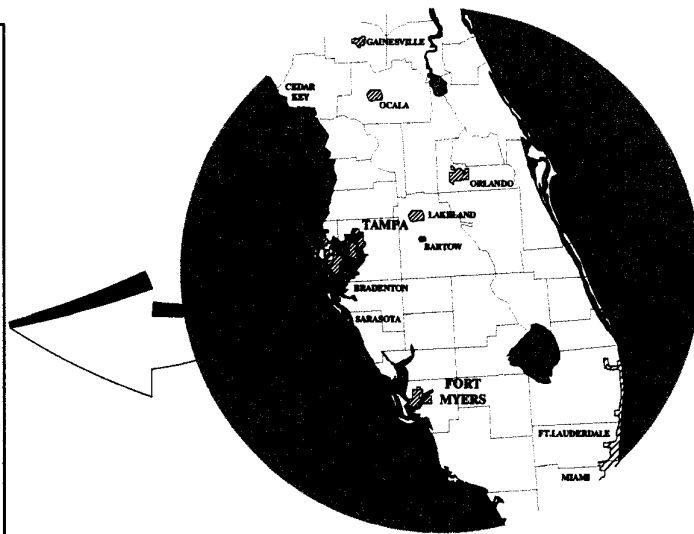
EXHIBIT "A" - DECLARATION OF THE ALAGON ON BAYSHORE, A CONDOMINIUM

THE ALAGON ON BAYSHORE, A CONDOMINIUM
 SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

PLAT 8700 PAGE



VICINITY MAP
 HILLSBOROUGH COUNTY, FLORIDA
 SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST
 NOT TO SCALE



LOCATION MAP

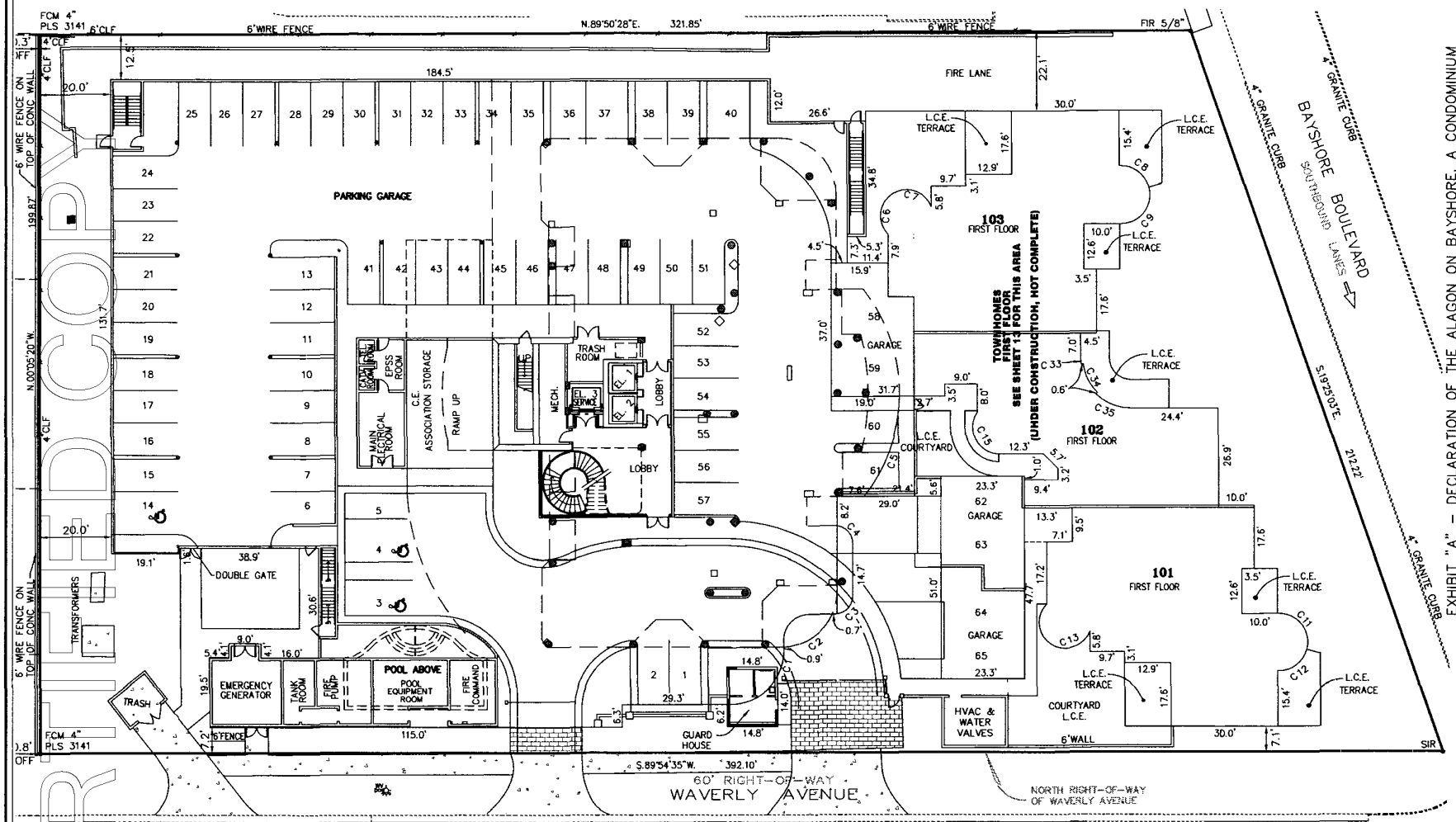


POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 18850 U.S. HWY 19 N. SUITE 500
 CLEARWATER, FLORIDA 33764
 (727) 524-8500

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THE ALAGON ON BAYSHORE, A CONDOMINIUM

SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA



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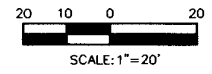
FLOOR NUMBER	UNIT NUMBERS	FINISHED FLOOR ELEVATION	CEILING ELEVATION
FLOOR 26	ELEVATOR MACHINE ROOM		
FLOOR 24	2401		
FLOOR 23	2301		
FLOOR 22	2201		
FLOOR 21	2101		
FLOOR 20	2001 - 2002		
FLOOR 19	1901 - 1902		
FLOOR 18	1801 - 1802		
FLOOR 17	1701 - 1702	169.04	178.04
FLOOR 16	1601 - 1602	158.13	168.13
FLOOR 15	1501 - 1502	148.15	158.15
FLOOR 14	1401 - 1402	139.14	148.14
FLOOR 13	1201 - 1202	129.24	138.24
FLOOR 11	1101 - 1103	117.34	126.34
FLOOR 10	1001 - 1003	107.54	116.54
FLOOR 9	901 - 903	97.68	106.68
FLOOR 8	801 - 803	87.85	96.85
FLOOR 7	701 - 703	77.98	86.98
FLOOR 6	601 - 603	68.17	77.17
FLOOR 5	501 - 503	58.34	67.34
FLOOR 4	401 - 403	48.48	57.48
FLOOR 3	301 - 303	38.70	47.70
FLOOR 2	AMENITIES/BBQ/POOL	28.39	37.85
FLOOR 1	LOBBY/PARKING	10.84	25.54

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
1	15.00	28°34'06"	7.48	3.82	7.40	N 14°11'39"E
2	15.50	63°34'48"	17.20	9.61	16.33	N 55°40'12"E
3	5.00	90°00'00"	7.85	5.00	7.07	N 44°54'35"E
4	5.00	82°44'21"	7.22	4.40	6.61	N 41°27'35"W
5	45.88	37°28'48"	30.00	15.56	29.47	S 19°53'57"W
6	7.31	102°18'14"	13.06	9.08	11.39	N 06°03'42"E
7	7.31	102°18'14"	13.06	9.08	11.39	S 71°36'05"W
8	8.01	78°04'19"	10.92	6.50	10.10	S 54°31'32"E
9	8.01	108°52'15"	15.23	11.21	13.04	S 38°56'45"W
11	8.01	108°52'15"	15.23	11.21	13.04	S 39°07'35"E
12	8.01	78°04'19"	10.92	6.50	10.10	S 54°20'42"W
13	7.31	102°18'14"	13.06	9.08	11.39	S 71°27'15"W
14	7.31	102°18'14"	13.06	9.08	11.39	N 06°14'52"W
15	7.31	124°46'25"	15.92	13.98	12.96	N 27°36'48"W
33	14.00	06°46'08"	1.65	0.83	1.65	S 03°28'29"E
34	13.39	39°14'39"	9.17	4.77	8.99	S 26°25'23"E
35	14.00	44°06'16"	10.78	5.67	10.51	S 68°02'17"E

- LEGEND:**
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR - Trash
 - 4) MECH. - Mechanical
 - 5) EL - Elevator
 - 6) SIR - SET IRON ROD 1/2" LB 6113
 - 7) FCM - FOUND CONCRETE MONUMENT
 - 8) FIR - FOUND IRON ROD

SEE SHEET 1 FOR GENERAL NOTES



FLOOR 1

POLARIS ASSOCIATES INC.

PROFESSIONAL SURVEYING LB 6113
18850 U.S. HWY 19 N. SUITE 500
CLEARWATER, FLORIDA 33764
(727) 524-6500

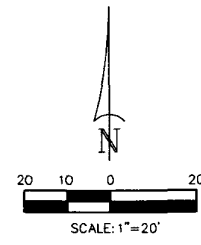
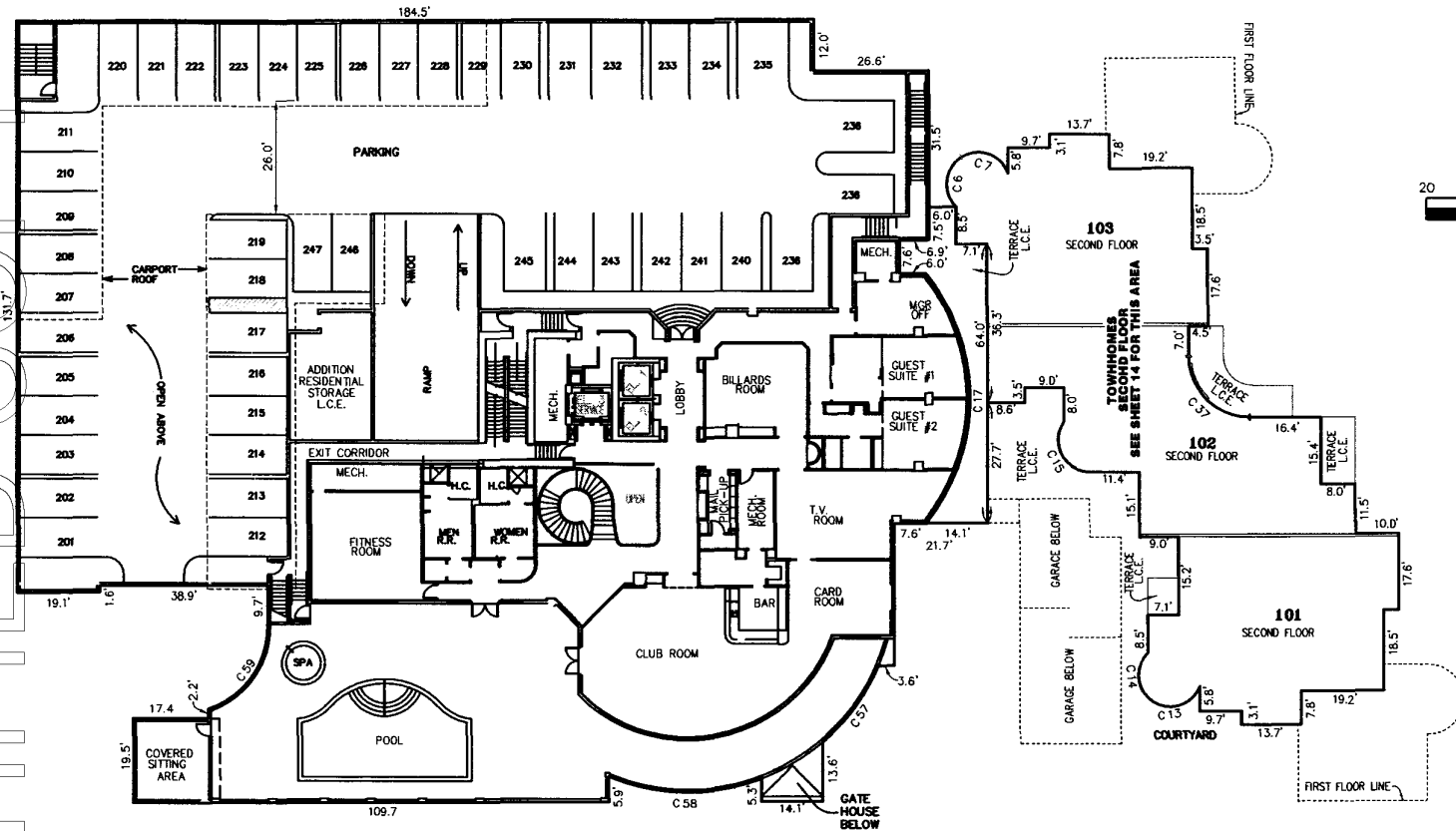
EXHIBIT "A" - DECLARATION OF THE ALAGON ON BAYSHORE, A CONDOMINIUM

Bk 18180 Pg 1549

THE ALAGON ON BAYSHORE, A CONDOMINIUM

SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

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FLOOR NUMBER	UNIT NUMBERS	FINISHED FLOOR ELEVATION	CEILING ELEVATION
FLOOR 26	ELEVATOR		
FLOOR 25	MACHINE ROOM		
FLOOR 24	2401		
FLOOR 23	2301		
FLOOR 22	2201		
FLOOR 21	2101		
FLOOR 20	2001 - 2002		
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FLOOR 10	1001 - 1003	107.54	116.54
FLOOR 9	901 - 903	97.68	106.68
FLOOR 8	801 - 803	87.85	96.85
FLOOR 7	701 - 703	77.98	86.98
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FLOOR 2	LOBBY/CLUB/POOL	28.38	37.88
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- LEGEND:**
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR - Trash
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 - 5) EL. - Elevator

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
6	7.31	102°18'14"	13.06	9.08	11.39	N.06°03'42"E.
7	7.31	102°18'14"	13.06	9.08	11.39	S.71°38'05"E.
13	7.31	102°18'14"	13.06	9.08	11.39	S.71°27'19"W.
14	7.31	102°18'14"	13.06	9.08	11.39	N.08°14'32"W.
15	7.31	124°46'25"	15.92	13.98	12.96	N.27°36'48"W.
17	45.86	77°27'31"	62.00	36.78	57.39	S.00°05'25"E.
37	14.00	90°00'00"	21.99	14.00	19.80	S.45°05'25"E.
57	47.88	26°34'44"	22.21	11.31	22.01	S.36°17'30"W.
58	47.88	42°59'00"	35.92	18.85	35.09	N.89°16'22"W.
59	20.24	72°17'09"	25.54	14.78	23.88	S.34°54'13"W.

SEE SHEET 1 FOR GENERAL NOTES

FLOOR 2

POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 18850 U.S. HWY 19 N. SUITE 500
 CLEARWATER, FLORIDA 33764
 (727) 524-6500

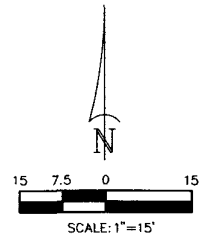
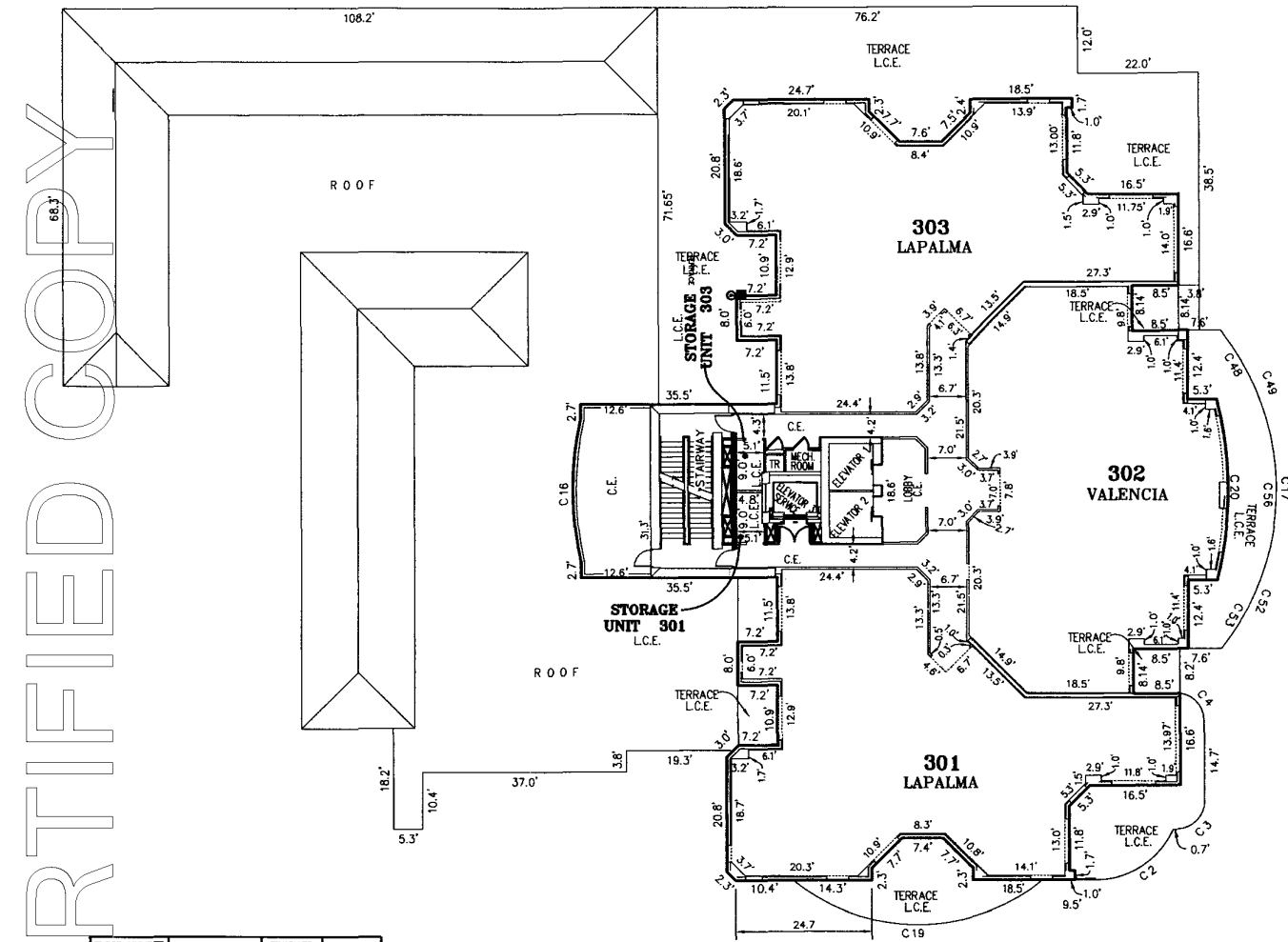
EXHIBIT "A" - DECLARATION OF THE ALAGON ON BAYSHORE, A CONDOMINIUM

Bk 18180 Pg 1550

THE ALAGON ON BAYSHORE, A CONDOMINIUM

SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

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FLOOR NUMBER	UNIT NUMBERS	FINISHED FLOOR ELEVATION	CEILING ELEVATION
FLOOR 26	ELEVATOR		
FLOOR 25	MACHINE ROOM		
FLOOR 24	2401		
FLOOR 23	2301		
FLOOR 22	2201		
FLOOR 21	2101		
FLOOR 20	2001 - 2002		
FLOOR 19	1901 - 1902		
FLOOR 18	1801 - 1802		
FLOOR 17	1701 - 1702	169.04	178.04
FLOOR 16	1601 - 1602	158.13	168.13
FLOOR 15	1501 - 1502	148.15	158.15
FLOOR 14	1401 - 1402	138.14	148.14
FLOOR 12	1201 - 1202	128.24	138.24
FLOOR 11	1101 - 1103	117.34	126.34
FLOOR 10	1001 - 1003	107.54	116.54
FLOOR 9	901 - 903	97.68	106.68
FLOOR 8	801 - 803	87.85	96.85
FLOOR 7	701 - 703	77.98	86.98
FLOOR 6	601 - 603	68.17	77.17
FLOOR 5	501 - 503	58.34	67.34
FLOOR 4	401 - 403	48.48	57.48
FLOOR 3	301 - 303	38.70	47.70
FLOOR 2	AMENITIES/LOBBY/POOL	26.39	37.85
FLOOR 1	LOBBY/PARKING	10.64	25.54

- LEGEND:**
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR- Trash
 - 4) MECH. - Mechanical

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
2	15.50	63°34'48"	17.20	9.61	16.33	N.55°40'12"E
3	5.00	90°00'00"	7.85	5.00	7.07	N.44°54'35"E
4	5.00	82°44'21"	7.22	4.40	6.61	N.41°27'35"W
16	99.18	25°22'50"	26.21	13.33	26.00	N.00°05'23"W
17	45.86	77°23'31"	62.00	36.78	57.39	S.00°05'28"E
19	36.00	77°55'23"	48.96	29.11	45.27	S.89°54'35"W
20	66.28	28°29'51"	32.96	16.83	32.62	S.00°05'25"E
48	45.86	17°53'36"	14.32	7.22	14.26	S.29°52'22"E
49	45.86	02°12'44"	1.77	0.89	1.77	S.19°49'12"E
52	45.86	02°12'44"	1.77	0.89	1.77	S.19°38'22"W
53	45.86	17°53'36"	14.32	7.22	14.26	S.29°41'32"W
56	45.86	37°14'51"	29.81	15.46	29.29	S.00°05'25"E

SEE SHEET 1 FOR GENERAL NOTES

FLOOR 3

POLARIS ASSOCIATES INC.

PROFESSIONAL SURVEYING LB 6113
18850 U.S. HWY 19 N. SUITE 500
CLEARWATER, FLORIDA 33764
(727) 524-6500

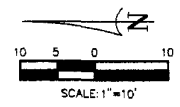
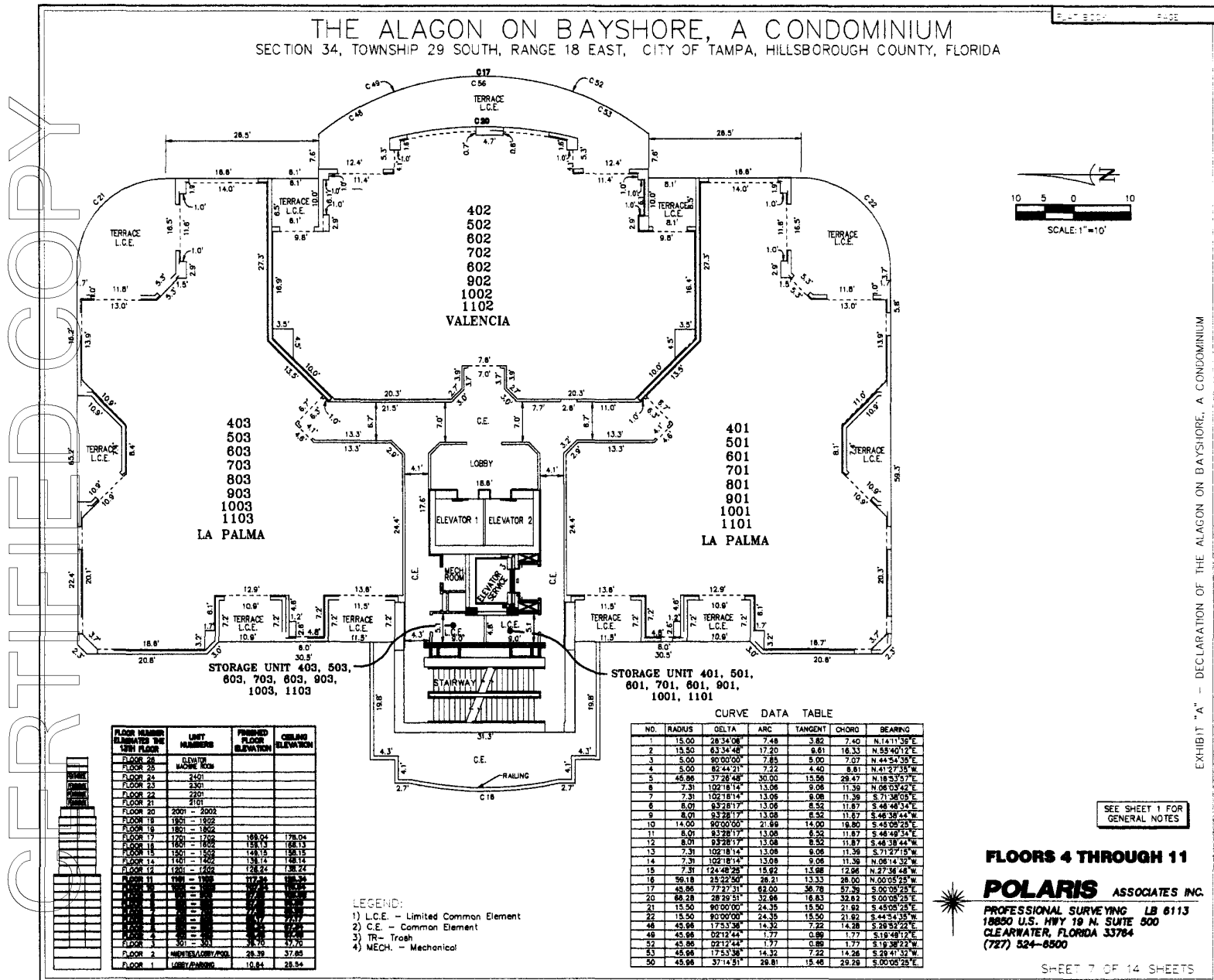
EXHIBIT "A" - DECLARATION OF THE ALAGON ON BAYSHORE, A CONDOMINIUM

Bk 18180 Pg 1551

SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

THE ALAGON ON BAYSHORE, A CONDOMINIUM

SHEET 7 OF 14 SHEETS



STORAGE UNIT 403, 503,
603, 703, 803, 903,
1003, 1103

STORAGE UNIT 401, 501,
601, 701, 801, 901,
1001, 1101

FLOOR NUMBER	UNIT NUMBERS	FINISHED FLOOR ELEVATION	CEILING ELEVATION
FLOOR 28	COMMON MACHINE ROOM		
FLOOR 24	2401 - 2402		
FLOOR 23	2301 - 2302		
FLOOR 22	2201 - 2202		
FLOOR 21	2101 - 2102		
FLOOR 20	2001 - 2002		
FLOOR 19	1901 - 1902		
FLOOR 18	1801 - 1802	188.04	178.04
FLOOR 17	1701 - 1702	187.13	167.13
FLOOR 16	1601 - 1602	186.22	166.22
FLOOR 15	1501 - 1502	185.31	165.31
FLOOR 14	1401 - 1402	184.40	164.40
FLOOR 13	1301 - 1302	183.49	163.49
FLOOR 12	1201 - 1202	182.58	162.58
FLOOR 11	1101 - 1102	181.67	161.67
FLOOR 10	1001 - 1002	180.76	160.76
FLOOR 9	901 - 902	179.85	159.85
FLOOR 8	801 - 802	178.94	158.94
FLOOR 7	701 - 702	178.03	158.03
FLOOR 6	601 - 602	177.12	157.12
FLOOR 5	501 - 502	176.21	156.21
FLOOR 4	401 - 402	175.30	155.30
FLOOR 3	301 - 302	174.39	154.39
FLOOR 2	MECH/LOBBY/STAIR	28.39	37.89
FLOOR 1	MECH/PARKING	10.84	28.34

- LEGEND:
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR - Trash
 - 4) MECH. - Mechanical

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
1	15.00	28.3408	7.48	3.82	7.40	N.14.11.59 E
2	15.00	63.3448	17.20	8.61	16.33	N.58.40.12 E
3	5.00	90.0000	7.85	5.00	7.07	N.44.54.35 W
4	5.00	82.4421	7.22	4.40	6.81	N.41.27.35 W
5	45.88	172.8184	30.00	13.58	29.47	N.18.53.57 E
6	7.31	102.1814	13.08	9.08	11.39	N.08.03.42 E
7	7.31	102.1814	13.08	9.08	11.39	S.71.38.05 E
8	8.01	83.2817	13.08	8.52	11.87	S.48.48.34 E
9	8.01	83.2817	13.08	8.52	11.87	S.48.38.44 W
10	14.00	90.0000	21.89	14.00	16.80	S.45.05.25 E
11	8.01	83.2817	13.08	8.52	11.87	S.48.48.34 E
12	8.01	83.2817	13.08	8.52	11.87	S.48.38.44 W
13	7.31	102.1814	13.08	9.08	11.39	S.71.37.15 W
14	7.31	102.1814	13.08	9.08	11.39	N.08.14.32 W
15	7.31	124.4825	15.62	13.98	12.96	N.27.36.48 W
16	96.18	232.2560	28.21	13.33	28.00	N.00.05.25 W
17	45.88	172.8184	30.00	16.78	37.30	S.60.38.44 W
20	88.28	282.5151	32.98	16.83	32.82	S.00.05.25 E
21	15.00	90.0000	24.35	15.00	21.82	S.45.05.25 E
22	15.00	90.0000	24.35	15.00	21.82	S.44.54.35 W
48	45.88	172.8184	14.32	7.22	14.28	S.29.52.22 E
49	45.88	0212.44	1.77	0.89	1.77	S.18.48.12 E
52	45.88	0212.44	1.77	0.89	1.77	S.18.38.22 W
53	45.88	172.8184	14.32	7.22	14.28	S.29.41.32 W
54	45.88	37.1451	28.81	15.48	29.29	S.00.06.25 E

SEE SHEET 1 FOR GENERAL NOTES

FLOORS 4 THROUGH 11

POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 18850 U.S. HWY 19 N. SUITE 500
 CLEARWATER, FLORIDA 33764
 (727) 524-8500

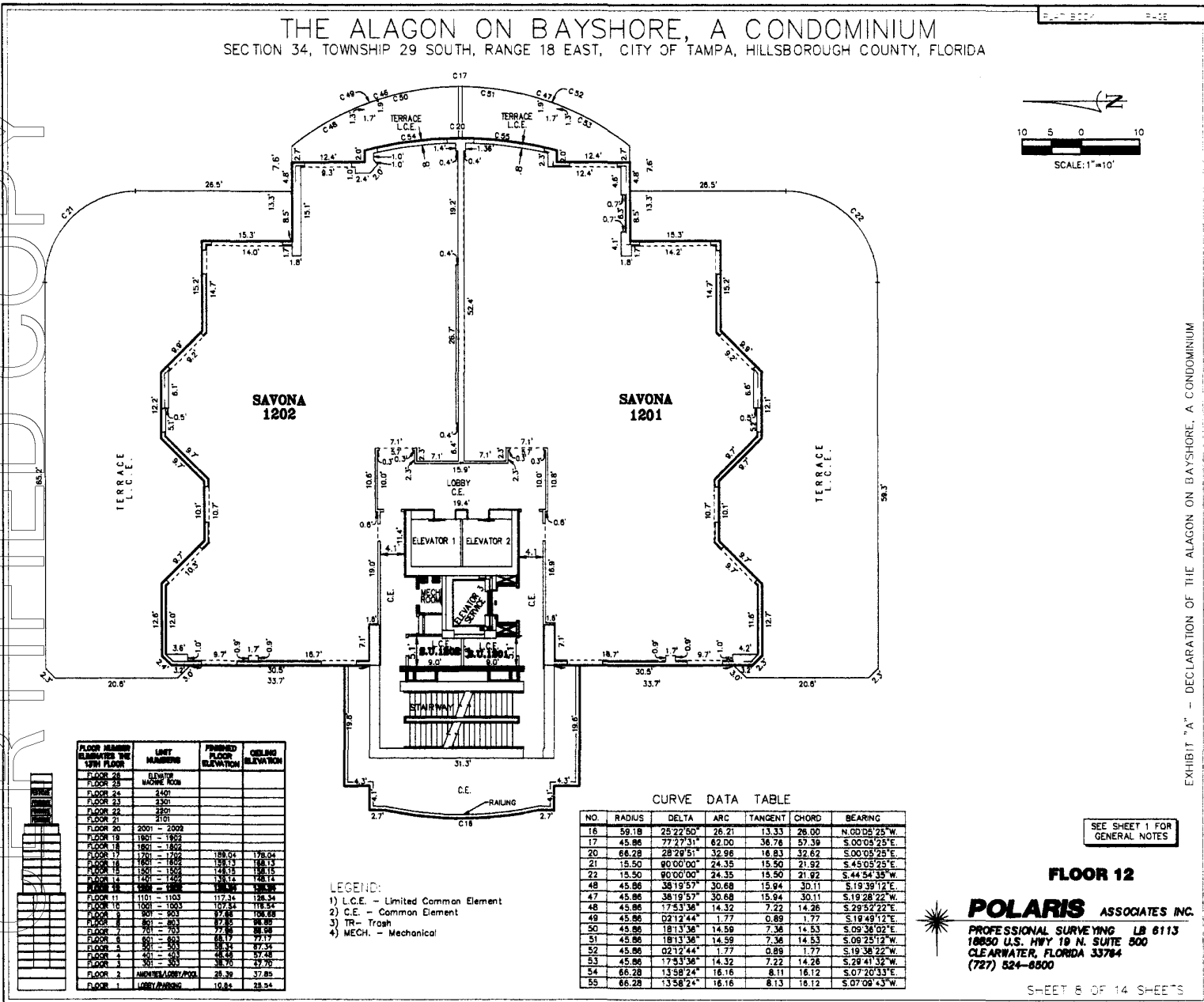
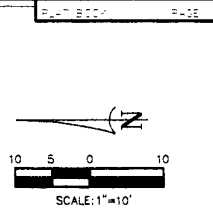
SHEET 7 OF 14 SHEETS

EXHIBIT "A" - DECLARATION OF THE ALAGON ON BAYSHORE, A CONDOMINIUM

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THE ALAGON ON BAYSHORE, A CONDOMINIUM
SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA



FLOOR NUMBER	LIMIT NUMBERS	FLOOR ELEVATION	CEILING ELEVATION
FLOOR 26	RENTAL		
FLOOR 25	WASHING ROOM		
FLOOR 24	2101		
FLOOR 23	2301		
FLOOR 22	2201		
FLOOR 21	2101		
FLOOR 20	2001 - 2002		
FLOOR 19	1901 - 1902		
FLOOR 18	1801 - 1802	159.04	178.04
FLOOR 17	1701 - 1702	158.73	177.73
FLOOR 16	1601 - 1602	158.43	177.43
FLOOR 15	1501 - 1502	158.13	177.13
FLOOR 14	1401 - 1402	157.83	176.83
FLOOR 13	1301 - 1302	157.53	176.53
FLOOR 12	1201 - 1202	157.24	176.24
FLOOR 11	1101 - 1103	157.24	176.24
FLOOR 10	1001 - 1003	157.24	176.24
FLOOR 9	901 - 903	157.24	176.24
FLOOR 8	801 - 803	157.24	176.24
FLOOR 7	701 - 703	157.24	176.24
FLOOR 6	601 - 603	157.24	176.24
FLOOR 5	501 - 503	157.24	176.24
FLOOR 4	401 - 403	157.24	176.24
FLOOR 3	301 - 303	157.24	176.24
FLOOR 2	MECH/TRASH	157.24	176.24
FLOOR 1	LOBBY/STAIRS	157.24	176.24

- LEGEND:
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR - Trash
 - 4) MECH. - Mechanical

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
16	59.18	25°22'50"	26.21	13.33	26.00	N 60°02'25" W
17	45.86	77°27'31"	62.00	36.76	57.39	S 00°05'25" E
20	66.28	28°29'51"	32.96	16.83	32.62	S 00°05'25" E
21	15.50	90°00'00"	24.35	15.50	21.92	S 45°05'25" E
22	15.50	90°00'00"	24.35	15.50	21.92	S 44°54'35" W
48	45.86	38°19'57"	30.68	15.94	30.11	S 19°39'12" E
47	45.86	38°19'57"	30.68	15.94	30.11	S 19°28'22" W
48	45.86	175°33'36"	14.32	7.22	14.26	S 28°52'22" E
49	45.86	02°12'44"	1.77	0.89	1.77	S 19°49'12" E
50	45.86	181°33'36"	14.59	7.36	14.53	S 09°36'02" E
51	45.86	181°33'36"	14.59	7.36	14.53	S 09°25'12" W
52	45.86	02°12'44"	1.77	0.89	1.77	S 19°36'22" W
53	45.86	175°33'36"	14.32	7.22	14.26	S 29°41'32" W
54	66.28	13°58'24"	16.16	8.11	16.12	S 07°20'33" E
55	66.28	13°58'24"	16.16	8.11	16.12	S 07°09'43" W

SEE SHEET 1 FOR GENERAL NOTES

FLOOR 12

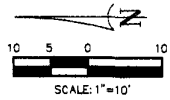
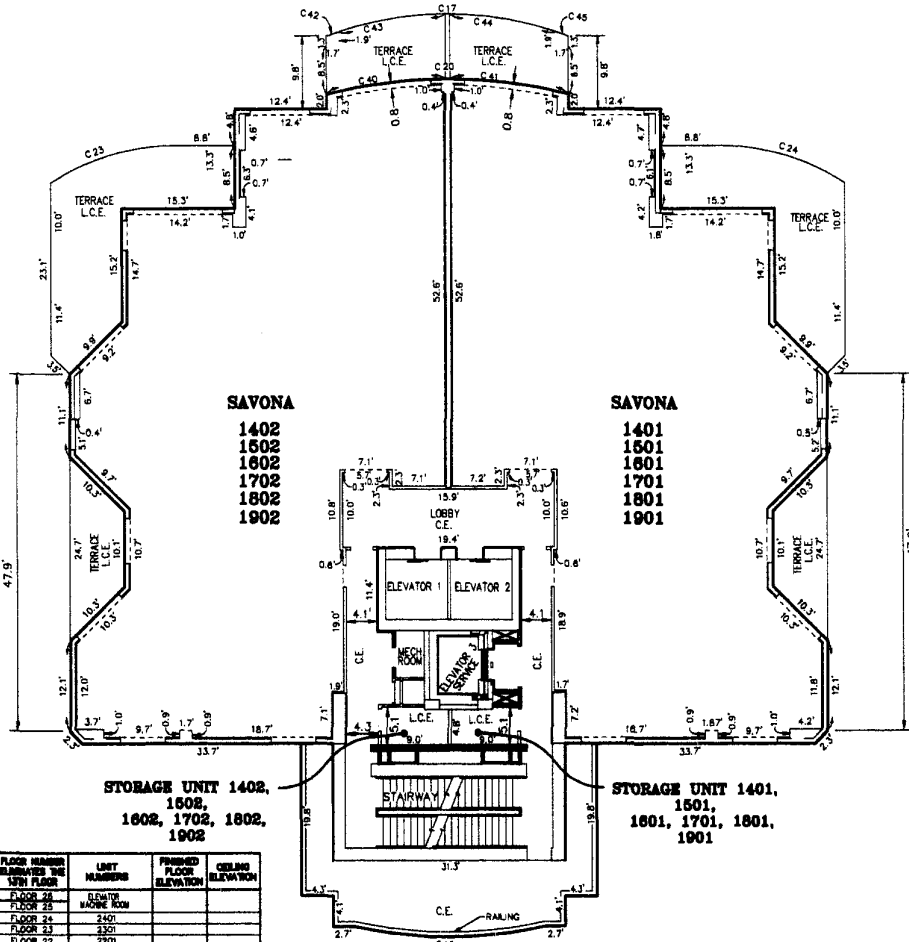
POLARIS ASSOCIATES INC.
PROFESSIONAL SURVEYING LB 6113
18850 U.S. HWY 19 N. SUITE 500
CLEARWATER, FLORIDA 33784
(727) 524-8500

EXHIBIT "A" - DECLARATION OF THE ALAGON ON BAYSHORE, A CONDOMINIUM

THE ALAGON ON BAYSHORE, A CONDOMINIUM
SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

PLAT BOOK PAGE

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CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
16	38.18	25.2250°	28.21	13.33	28.00	N.00°05'25\"
17	45.88	77.2731°	62.00	38.78	57.39	S.00°52'25\"
20	68.28	28.2951°	32.96	18.83	32.82	S.00°52'25\"
23	30.48	33.5520°	18.98	8.72	18.77	S.17°31'58\"
24	30.48	33.5520°	18.98	8.72	18.77	S.17°31'58\"
40	68.28	13.5825°	18.18	8.12	18.12	S.07°21'08\"
41	68.28	13.5825°	18.18	8.12	18.12	S.07°21'08\"
42	45.88	02.1244°	1.77	0.88	1.77	S.18°49'12\"
43	45.88	18.1336°	14.59	7.38	14.53	S.09°34'17\"
44	45.88	18.1336°	14.59	7.38	14.53	S.09°34'17\"
45	45.88	02.1244°	1.77	0.88	1.77	S.18°38'22\"

STORAGE UNIT 1402,
1502,
1602, 1702, 1802,
1902

STORAGE UNIT 1401,
1501,
1601, 1701, 1801,
1901

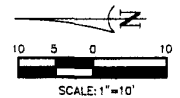
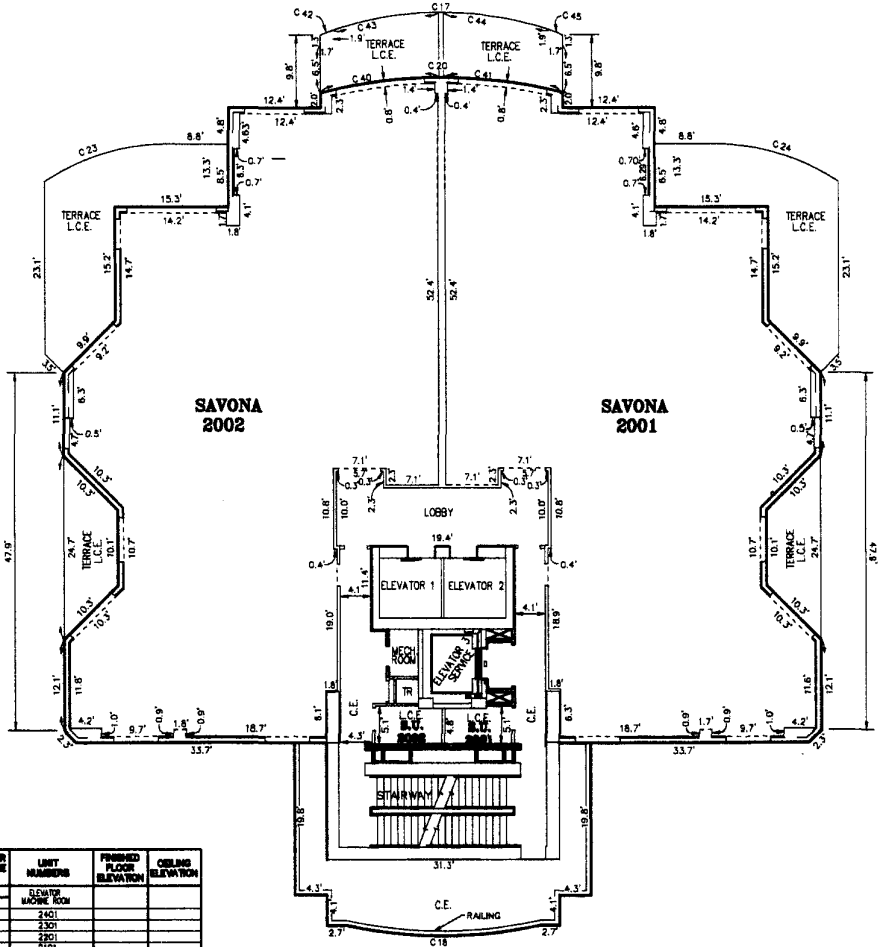
FLOOR NUMBER	UNIT NUMBERS	FINISHED FLOOR ELEVATION	CEILING ELEVATION
FLOOR 24	2401	126.34	126.34
FLOOR 25	2402	126.34	126.34
FLOOR 26	2403	126.34	126.34
FLOOR 27	2404	126.34	126.34
FLOOR 28	2405	126.34	126.34
FLOOR 29	2406	126.34	126.34
FLOOR 30	2407	126.34	126.34
FLOOR 31	2408	126.34	126.34
FLOOR 32	2409	126.34	126.34
FLOOR 33	2410	126.34	126.34
FLOOR 34	2411	126.34	126.34
FLOOR 35	2412	126.34	126.34
FLOOR 36	2413	126.34	126.34
FLOOR 37	2414	126.34	126.34
FLOOR 38	2415	126.34	126.34
FLOOR 39	2416	126.34	126.34
FLOOR 40	2417	126.34	126.34
FLOOR 41	2418	126.34	126.34
FLOOR 42	2419	126.34	126.34
FLOOR 43	2420	126.34	126.34
FLOOR 44	2421	126.34	126.34
FLOOR 45	2422	126.34	126.34
FLOOR 46	2423	126.34	126.34
FLOOR 47	2424	126.34	126.34
FLOOR 48	2425	126.34	126.34
FLOOR 49	2426	126.34	126.34
FLOOR 50	2427	126.34	126.34
FLOOR 51	2428	126.34	126.34
FLOOR 52	2429	126.34	126.34
FLOOR 53	2430	126.34	126.34
FLOOR 54	2431	126.34	126.34
FLOOR 55	2432	126.34	126.34
FLOOR 56	2433	126.34	126.34
FLOOR 57	2434	126.34	126.34
FLOOR 58	2435	126.34	126.34
FLOOR 59	2436	126.34	126.34
FLOOR 60	2437	126.34	126.34
FLOOR 61	2438	126.34	126.34
FLOOR 62	2439	126.34	126.34
FLOOR 63	2440	126.34	126.34
FLOOR 64	2441	126.34	126.34
FLOOR 65	2442	126.34	126.34
FLOOR 66	2443	126.34	126.34
FLOOR 67	2444	126.34	126.34
FLOOR 68	2445	126.34	126.34
FLOOR 69	2446	126.34	126.34
FLOOR 70	2447	126.34	126.34
FLOOR 71	2448	126.34	126.34
FLOOR 72	2449	126.34	126.34
FLOOR 73	2450	126.34	126.34
FLOOR 74	2451	126.34	126.34
FLOOR 75	2452	126.34	126.34
FLOOR 76	2453	126.34	126.34
FLOOR 77	2454	126.34	126.34
FLOOR 78	2455	126.34	126.34
FLOOR 79	2456	126.34	126.34
FLOOR 80	2457	126.34	126.34
FLOOR 81	2458	126.34	126.34
FLOOR 82	2459	126.34	126.34
FLOOR 83	2460	126.34	126.34
FLOOR 84	2461	126.34	126.34
FLOOR 85	2462	126.34	126.34
FLOOR 86	2463	126.34	126.34
FLOOR 87	2464	126.34	126.34
FLOOR 88	2465	126.34	126.34
FLOOR 89	2466	126.34	126.34
FLOOR 90	2467	126.34	126.34
FLOOR 91	2468	126.34	126.34
FLOOR 92	2469	126.34	126.34
FLOOR 93	2470	126.34	126.34
FLOOR 94	2471	126.34	126.34
FLOOR 95	2472	126.34	126.34
FLOOR 96	2473	126.34	126.34
FLOOR 97	2474	126.34	126.34
FLOOR 98	2475	126.34	126.34
FLOOR 99	2476	126.34	126.34
FLOOR 100	2477	126.34	126.34
FLOOR 101	2478	126.34	126.34
FLOOR 102	2479	126.34	126.34
FLOOR 103	2480	126.34	126.34
FLOOR 104	2481	126.34	126.34
FLOOR 105	2482	126.34	126.34
FLOOR 106	2483	126.34	126.34
FLOOR 107	2484	126.34	126.34
FLOOR 108	2485	126.34	126.34
FLOOR 109	2486	126.34	126.34
FLOOR 110	2487	126.34	126.34
FLOOR 111	2488	126.34	126.34
FLOOR 112	2489	126.34	126.34
FLOOR 113	2490	126.34	126.34
FLOOR 114	2491	126.34	126.34
FLOOR 115	2492	126.34	126.34
FLOOR 116	2493	126.34	126.34
FLOOR 117	2494	126.34	126.34
FLOOR 118	2495	126.34	126.34
FLOOR 119	2496	126.34	126.34
FLOOR 120	2497	126.34	126.34
FLOOR 121	2498	126.34	126.34
FLOOR 122	2499	126.34	126.34
FLOOR 123	2500	126.34	126.34
FLOOR 124	2501	126.34	126.34
FLOOR 125	2502	126.34	126.34
FLOOR 126	2503	126.34	126.34
FLOOR 127	2504	126.34	126.34
FLOOR 128	2505	126.34	126.34
FLOOR 129	2506	126.34	126.34
FLOOR 130	2507	126.34	126.34
FLOOR 131	2508	126.34	126.34
FLOOR 132	2509	126.34	126.34
FLOOR 133	2510	126.34	126.34
FLOOR 134	2511	126.34	126.34
FLOOR 135	2512	126.34	126.34
FLOOR 136	2513	126.34	126.34
FLOOR 137	2514	126.34	126.34
FLOOR 138	2515	126.34	126.34
FLOOR 139	2516	126.34	126.34
FLOOR 140	2517	126.34	126.34
FLOOR 141	2518	126.34	126.34
FLOOR 142	2519	126.34	126.34
FLOOR 143	2520	126.34	126.34
FLOOR 144	2521	126.34	126.34
FLOOR 145	2522	126.34	126.34
FLOOR 146	2523	126.34	126.34
FLOOR 147	2524	126.34	126.34
FLOOR 148	2525	126.34	126.34
FLOOR 149	2526	126.34	126.34
FLOOR 150	2527	126.34	126.34
FLOOR 151	2528	126.34	126.34
FLOOR 152	2529	126.34	126.34
FLOOR 153	2530	126.34	126.34
FLOOR 154	2531	126.34	126.34
FLOOR 155	2532	126.34	126.34
FLOOR 156	2533	126.34	126.34
FLOOR 157	2534	126.34	126.34
FLOOR 158	2535	126.34	126.34
FLOOR 159	2536	126.34	126.34
FLOOR 160	2537	126.34	126.34
FLOOR 161	2538	126.34	126.34
FLOOR 162	2539	126.34	126.34
FLOOR 163	2540	126.34	126.34
FLOOR 164	2541	126.34	126.34
FLOOR 165	2542	126.34	126.34
FLOOR 166	2543	126.34	126.34
FLOOR 167	2544	126.34	126.34
FLOOR 168	2545	126.34	126.34
FLOOR 169	2546	126.34	126.34
FLOOR 170	2547	126.34	126.34
FLOOR 171	2548	126.34	126.34
FLOOR 172	2549	126.34	126.34
FLOOR 173	2550	126.34	126.34
FLOOR 174	2551	126.34	126.34
FLOOR 175	2552	126.34	126.34
FLOOR 176	2553	126.34	126.34
FLOOR 177	2554	126.34	126.34
FLOOR 178	2555	126.34	126.34
FLOOR 179	2556	126.34	126.34
FLOOR 180	2557	126.34	126.34
FLOOR 181	2558	126.34	126.34
FLOOR 182	2559	126.34	126.34
FLOOR 183	2560	126.34	126.34
FLOOR 184	2561	126.34	126.34
FLOOR 185	2562	126.34	126.34
FLOOR 186	2563	126.34	126.34
FLOOR 187	2564	126.34	126.34
FLOOR 188	2565	126.34	126.34
FLOOR 189	2566	126.34	126.34
FLOOR 190	2567	126.34	126.34
FLOOR 191	2568	126.34	126.34
FLOOR 192	2569	126.34	126.34
FLOOR 193	2570	126.34	126.34
FLOOR 194	2571	126.34	126.34
FLOOR 195	2572	126.34	126.34
FLOOR 196	2573	126.34	126.34
FLOOR 197	2574	126.34	126.34
FLOOR 198	2575	126.34	126.34
FLOOR 199	2576	126.34	126.34
FLOOR 200	2577	126.34	126.34
FLOOR 201	2578	126.34	126.34
FLOOR 202	2579	126.34	126.34
FLOOR 203	2580	126.34	126.34
FLOOR 204	2581	126.34	126.34
FLOOR 205	2582	126.34	126.34
FLOOR 206	2583	126.34	126.34
FLOOR 207	2584	126.34	126.34
FLOOR 208	2585	126.34	126.34
FLOOR 209	2586	126.34	126.34
FLOOR 210	2587	126.34	126.34
FLOOR 211	2588	126.34	126.34
FLOOR 212	2589	126.34	126.34
FLOOR 213	2590	126.34	126.34
FLOOR 214	2591	126.34	126.34
FLOOR 215	2592	126.34	126.34
FLOOR 216	2593	126.34	126.34
FLOOR 217	2594	126.34	126.34
FLOOR 218	2595	126.34	126.34
FLOOR 219	2596	126.34	126.34
FLOOR 220	2597	126.34	126.34
FLOOR 221	2598	126.34	126.34
FLOOR 222	2599	126.34	126.34
FLOOR 223	2600	126.34	126.34
FLOOR 224	2601	126.34	126.34
FLOOR 225	2602	126.34	126.34
FLOOR 226	2603	126.34	126.34
FLOOR 227	2604	126.34	126.34

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SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

THE ALAGON ON BAYSHORE, A CONDOMINIUM

SHEET BODY P-35



FLOOR NUMBER	UNIT NUMBER	UNIT NUMBER	FORMED FLOOR ELEVATION	CEILING ELEVATION
FLOOR 26	2601			
FLOOR 25	2501			
FLOOR 24	2401			
FLOOR 23	2301			
FLOOR 22	2201			
FLOOR 21	2101			
FLOOR 20	2001 - 2002			
FLOOR 19	1901 - 1902			
FLOOR 18	1801 - 1802			
FLOOR 17	1701 - 1702	168.04	176.04	
FLOOR 16	1601 - 1602	158.13	166.13	
FLOOR 15	1501 - 1502	148.18	156.18	
FLOOR 14	1401 - 1402	138.14	146.14	
FLOOR 13	1301 - 1302	128.24	136.24	
FLOOR 12	1201 - 1202			
FLOOR 11	1101 - 1103	117.34	126.34	
FLOOR 10	1001 - 1003	107.54	116.54	
FLOOR 9	901 - 903	97.68	106.68	
FLOOR 8	801 - 803	87.85	96.85	
FLOOR 7	701 - 703	77.98	86.98	
FLOOR 6	601 - 603	68.17	77.17	
FLOOR 5	501 - 503	58.34	67.34	
FLOOR 4	401 - 403	48.48	57.48	
FLOOR 3	301 - 303	38.70	47.70	
FLOOR 2	2001/2002/2003	28.39	37.85	
FLOOR 1	1001/1002	18.04	28.04	

- LEGEND:**
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR - Trash
 - 4) MECH. - Mechanical
 - 5) S.U. - Storage Unit

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
16	59.18	25°22'50"	26.21	13.33	28.00	N.00°05'25"W.
17	45.86	77°27'31"	62.00	36.78	57.39	S.00°05'25"E.
20	66.28	28°29'51"	32.96	18.83	32.62	S.00°05'25"E.
23	30.48	31°55'50"	16.98	8.72	16.77	S.17°31'58"E.
24	30.48	31°55'50"	16.98	8.72	16.77	S.17°21'08"W.
40	88.28	13°58'25"	16.16	8.12	16.12	S.07°21'08"E.
41	88.28	13°58'25"	16.16	8.12	16.12	S.07°10'16"W.
42	45.86	02°12'44"	1.77	0.86	1.77	S.19°49'12"E.
43	45.86	18°13'36"	14.59	7.38	14.53	S.09°36'17"E.
44	45.86	18°13'36"	14.59	7.38	14.53	S.09°25'12"W.
45	45.86	02°12'44"	1.77	0.86	1.77	S.19°38'22"W.

SEE SHEET 1 FOR GENERAL NOTES

FLOOR 20

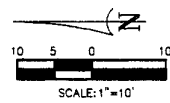
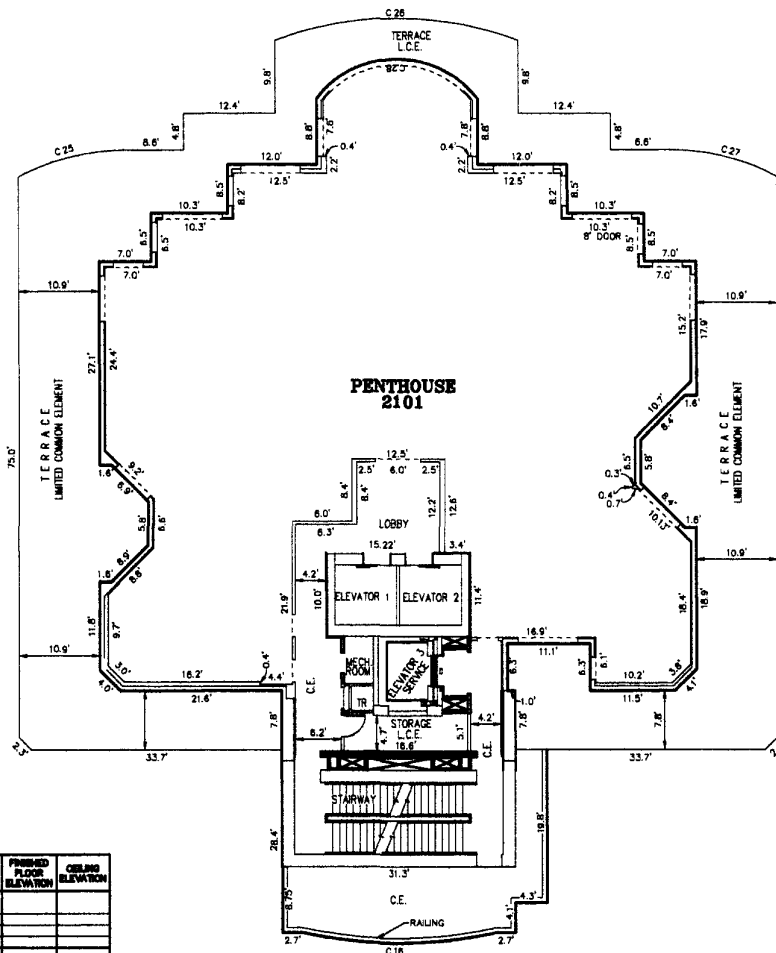


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 PROFESSIONAL SURVEYING LB 6113
 18850 U.S. HWY 19 N. SUITE 500
 CLEARWATER, FLORIDA 33764
 (727) 524-8500

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THE ALAGON ON BAYSHORE, A CONDOMINIUM
SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA



FLOOR NUMBER	UNIT NUMBERS	FISHED FLOOR ELEVATION	CEILING ELEVATION
FLOOR 26	LOBBY		
FLOOR 25	WORK ROOM		
FLOOR 24	2401		
FLOOR 23	2301		
FLOOR 22	2201		
FLOOR 21	2101		
FLOOR 20	2001 - 2002		
FLOOR 19	1901 - 1902		
FLOOR 18	1801 - 1802		
FLOOR 17	1701 - 1702	169.04	178.04
FLOOR 16	1601 - 1602	158.13	168.13
FLOOR 15	1501 - 1502	148.18	158.18
FLOOR 14	1401 - 1402	138.14	148.14
FLOOR 13	1301 - 1302	128.24	138.24
FLOOR 11	1101 - 1103	117.54	128.54
FLOOR 10	1001 - 1003	107.54	118.54
FLOOR 9	901 - 903	97.88	108.88
FLOOR 8	801 - 803	87.88	98.88
FLOOR 7	701 - 703	77.88	88.88
FLOOR 6	601 - 603	68.17	79.17
FLOOR 5	501 - 503	58.52	69.52
FLOOR 4	401 - 403	48.48	59.48
FLOOR 3	301 - 303	38.70	49.70
FLOOR 2	AMBULATORY/POOL	28.31	37.83
FLOOR 1	LANDSCAPE	18.84	28.54

- LEGEND:
 1) L.C.E. - Limited Common Element
 2) C.E. - Common Element
 3) TR - Trench
 4) MECH. - Mechanical

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
16	59.16	25°22'50"	28.21	13.33	26.00	N.00°05'25"W
25	30.48	26°30'23"	14.10	7.18	13.97	S.14°48'15"E
28	45.86	41°40'19"	33.38	17.45	32.63	S.00°05'25"E
27	30.48	26°30'23"	14.10	7.18	13.97	S.14°38'25"W
28	13.80	105°16'14"	25.00	17.82	21.82	S.00°05'25"E

SEE SHEET 1 FOR GENERAL NOTES

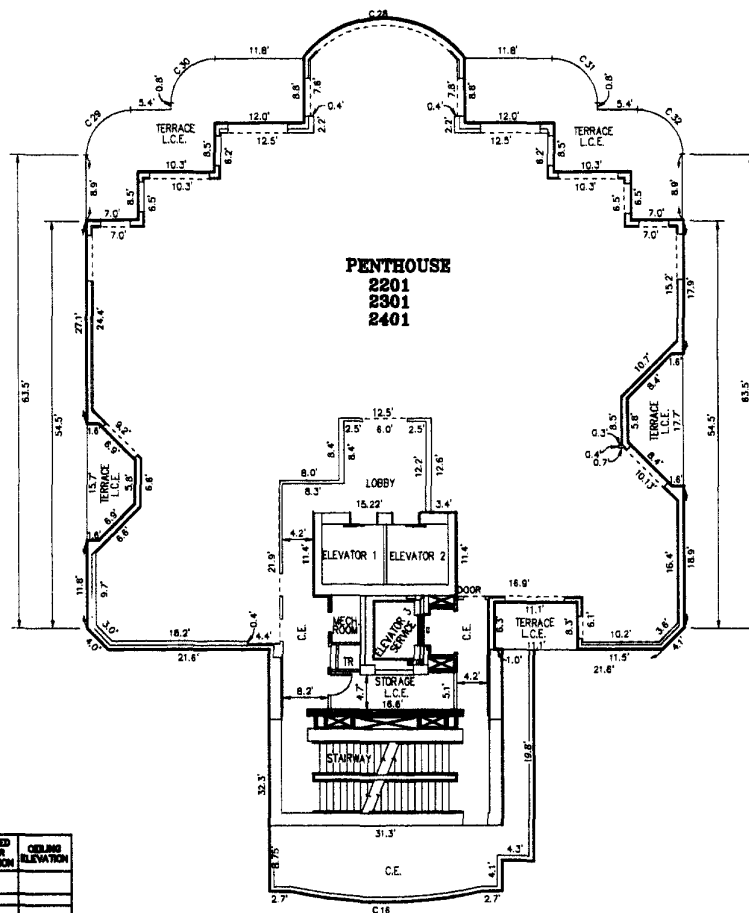
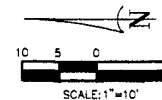
FLOOR 21

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THE ALAGON ON BAYSHORE, A CONDOMINIUM
SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

FLOOR 22-24 PAGE



PENTHOUSE
2201
2301
2401

LOBBY

ELEVATOR 1 ELEVATOR 2

MECH. ROOM

STAIRWAY

STORAGE ROOM

L.C.E.

C.E.

FLOOR NUMBER	UNIT NUMBERS	FINISHED FLOOR ELEVATION	CEILING ELEVATION
FLOOR 22	ELEVATOR		
FLOOR 23	MACHINE ROOM		
FLOOR 22	2201		
FLOOR 23	2301		
FLOOR 24	2401		
FLOOR 21	2101		
FLOOR 20	2001 - 2002		
FLOOR 19	1901 - 1902		
FLOOR 18	1801 - 1802	158.04	178.04
FLOOR 17	1701 - 1702	158.17	178.17
FLOOR 16	1601 - 1602	146.18	156.18
FLOOR 15	1501 - 1502	138.14	148.14
FLOOR 14	1401 - 1402	138.24	138.24
FLOOR 13	1301 - 1302	117.34	126.34
FLOOR 12	1201 - 1202	109.33	118.33
FLOOR 11	1101 - 1102	87.86	96.86
FLOOR 10	1001 - 1002	87.85	96.85
FLOOR 9	901 - 902	72.86	81.86
FLOOR 8	801 - 802	68.17	77.17
FLOOR 7	701 - 702	48.48	57.48
FLOOR 6	601 - 602	38.70	47.70
FLOOR 5	501 - 502	28.39	37.85
FLOOR 4	401 - 402	10.84	20.54

- LEGEND:
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR - Trash
 - 4) MECH. - Mechanical

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
16	59.18	25°22'50"	26.21	13.33	26.00	N.00°05'25"W
26	13.60	105°16'14"	25.00	17.82	21.62	S.00°05'25"E
29	6.00	90°00'00"	9.42	6.00	8.49	S.45°05'25"E
30	6.00	90°00'00"	9.42	6.00	8.49	S.45°03'35"E
31	6.00	90°00'00"	9.42	6.00	8.49	S.44°54'35"W
32	6.00	90°00'00"	9.42	6.00	8.49	S.44°54'35"W

SEE SHEET 1 FOR GENERAL NOTES

FLOORS 22 THROUGH 24

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SHEET 12 OF 14 SHEETS

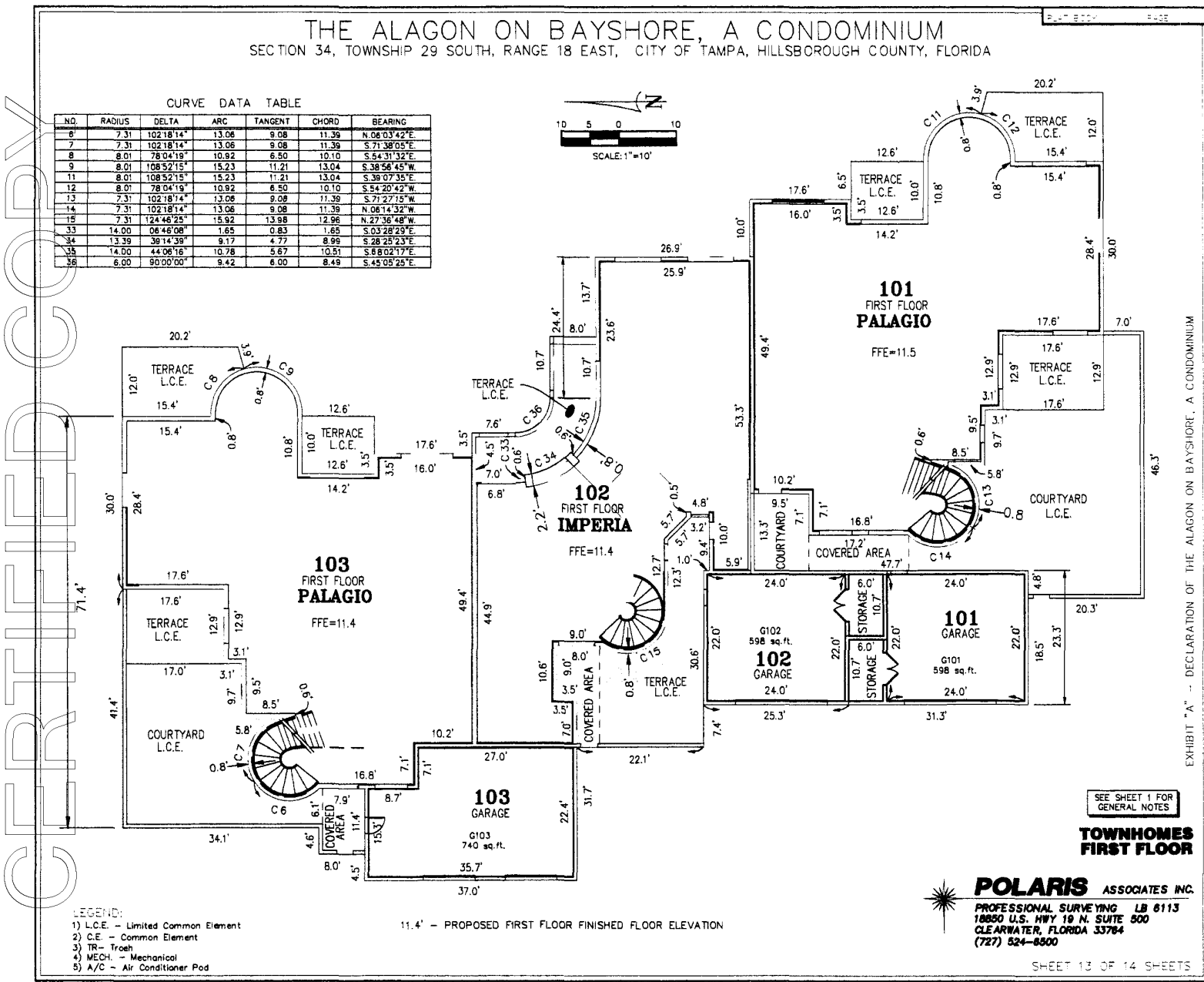
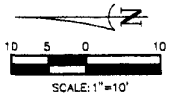
EXHIBIT "A" - DECLARATION OF THE ALAGON ON BAYSHORE, A CONDOMINIUM

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SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
6	7.31	102°18'14"	13.06	9.08	11.39	N.06°03'42"E
7	7.31	102°18'14"	13.06	9.08	11.39	S.71°38'05"W
8	8.01	78°04'19"	10.82	6.50	10.10	S.54°31'32"E
9	8.01	108°52'15"	15.23	11.21	13.04	S.38°56'45"W
11	8.01	108°52'15"	15.23	11.21	13.04	S.39°07'35"E
12	8.01	78°04'19"	10.82	6.50	10.10	S.54°20'42"W
13	7.31	102°18'14"	13.06	9.08	11.39	S.71°27'15"W
14	7.31	102°18'14"	13.06	9.08	11.39	N.06°14'52"W
15	7.31	124°48'25"	15.92	13.98	12.96	N.27°36'48"W
33	14.00	06°46'08"	1.65	0.83	1.65	S.03°28'29"E
34	13.39	39°14'39"	9.17	4.77	8.99	S.28°25'23"E
35	14.00	44°06'16"	10.78	5.67	10.51	S.8°02'17"E
36	6.00	90°00'00"	9.42	6.00	8.49	S.45°05'25"E



- LEGEND:
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR - Trash
 - 4) MECH. - Mechanical
 - 5) A/C - Air Conditioner Pod

11.4' - PROPOSED FIRST FLOOR FINISHED FLOOR ELEVATION

SEE SHEET 1 FOR GENERAL NOTES

TOWNHOMES FIRST FLOOR

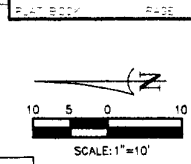
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 PROFESSIONAL SURVEYING LB 6113
 18850 U.S. HWY 19 N. SUITE 500
 CLEARWATER, FLORIDA 33784
 (727) 524-8500

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THE ALAGON ON BAYSHORE, A CONDOMINIUM
SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
6	7.31	102°18'14"	13.08	9.08	11.39	N.08°03'42"E.
7	7.31	102°18'14"	13.08	9.08	11.39	S.71°38'05"E.
13	7.31	102°18'14"	13.08	9.08	11.39	S.71°27'15"W.
14	7.31	102°18'14"	13.08	9.08	11.39	N.08°14'32"W.
15	7.31	124°48'25"	15.92	13.98	12.96	N.27°36'48"W.
37	14.00	90°00'00"	21.99	14.00	19.80	S.45°05'25"E.

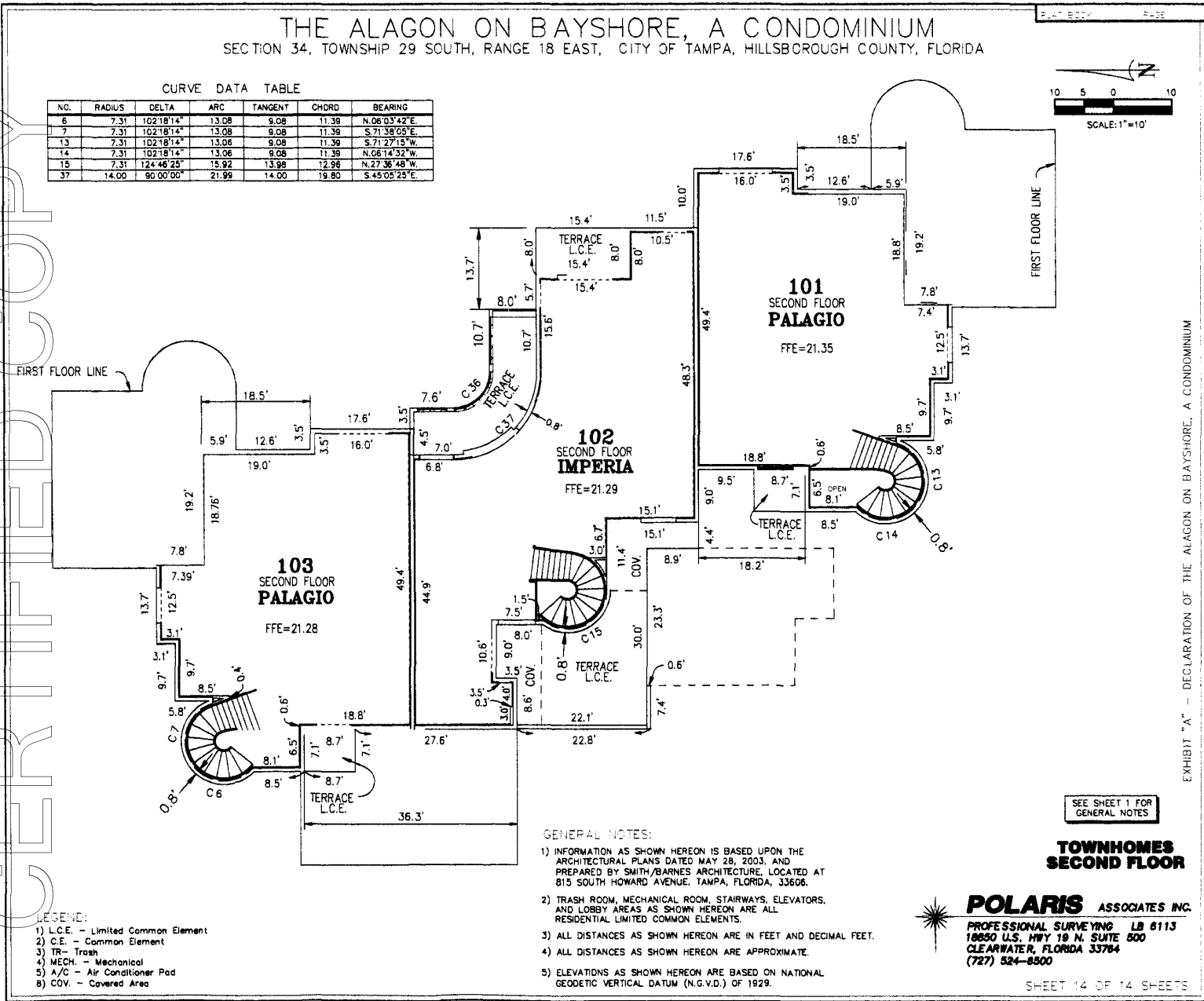


EXHIBIT "A" - DECLARATION OF THE ALAGON ON BAYSHORE, A CONDOMINIUM

SEE SHEET 1 FOR GENERAL NOTES

TOWNHOMES SECOND FLOOR

GENERAL NOTES:

- 1) INFORMATION AS SHOWN HEREON IS BASED UPON THE ARCHITECTURAL PLANS DATED MAY 28, 2003, AND PREPARED BY SMITH/BARNES ARCHITECTURE, LOCATED AT 815 SOUTH HOWARD AVENUE, TAMPA, FLORIDA, 33606.
- 2) TRASH ROOM, MECHANICAL ROOM, STAIRWAYS, ELEVATORS, AND LOBBY AREAS AS SHOWN HEREON ARE ALL RESIDENTIAL LIMITED COMMON ELEMENTS.
- 3) ALL DISTANCES AS SHOWN HEREON ARE IN FEET AND DECIMAL FEET.
- 4) ALL DISTANCES AS SHOWN HEREON ARE APPROXIMATE.
- 5) ELEVATIONS AS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929.

- LEGEND:
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR - Trash
 - 4) MECH. - Mechanical
 - 5) A/C - Air Conditioner Pad
 - 6) COV. - Covered Area

POLARIS ASSOCIATES INC.
PROFESSIONAL SURVEYING LB 6113
18650 U.S. HWY 19 N. SUITE 600
CLEARWATER, FLORIDA 33764
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INSTR # 2006286279
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Pgs 1632 - 1735: (104pgs)
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HILLSBOROUGH COUNTY
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REV _____
TOTAL _____
-CK BAL _____
CHG AMT _____

✓ This instrument prepared by and RETURNED TO:
JAMES N. POWELL
Powell, Carney, Gross, Maller & Ramsay, P.A.
One Progress Plaza, Suite 1210
St. Petersburg, Florida 33701

(Space above reserved for Clerk's Office)

**DECLARATION
OF
THE ALAGON ON BAYSHORE,
A CONDOMINIUM**

Southeast Communities, LLC, a Florida limited liability company,
hereby declares:

**I.
SUBMISSION STATEMENT**

1.1 **The Land.** The Developer owns fee simple title to certain land located in Hillsborough County, Florida, as more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Land").

1.2 **Submission Statement.** The Developer hereby submits in fee simple the Land described in Exhibit "A" and all improvements erected or to be erected thereon and all other property, real, personal or mixed, now or hereafter situated on or within the Land, but excluding all public or private (e.g., cable television) utility installations therein or thereon not owned by the Developer, to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto.

All provisions, restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running

with the Land in perpetuity unless this Declaration is terminated as provided hereafter.

1.3 **Name.** The name by which this condominium is to be identified is THE ALAGON ON BAYSHORE, A CONDOMINIUM (hereinafter called the "Condominium").

II. DEFINITIONS

The foregoing terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 "Act" means the Condominium Act (Chapter 718 of the *Florida Statutes*) as it exists on the date hereof.

2.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended from time to time, a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein.

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses which, from time to time, is assessed against the Unit Owner.

2.4 "Association" means The Alagon on Bayshore Condominium Association, Inc., a Florida not for profit corporation, the sole entity responsible for the operation of the Condominium.

2.5 "Association Property" means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to the Association for the use and benefit of its members.

2.6 "Board of Directors" or "Board" means the Board of Directors of the Association.

2.7 "Building" means the structure(s) in which the Units and the common elements are located, regardless of the number of such structures, which are located on the Condominium Property.

2.8 "Bylaws" means the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as Exhibit "C" and by this reference incorporated herein.

2.9 "Common Elements" mean and include:

(a) The portions of the Condominium Property which are not included within the Units.

(b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements.

(c) An easement of support in every portion of Unit which contributes to the support of a building.

(d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

(e) Any other parts of the Condominium Property designated as Common Elements in this Declaration.

2.10 "Common Expenses" mean all expenses incurred by the Association for the Condominium and charges assessed or imposed against Units in the Condominium by the Association, as authorized by the Act. For all purposes of this Declaration, "Common Expenses" shall also include all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended.

2.11 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association (including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements), over the amount of Common Expenses.

2.12 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit;

and when the context permits, the term includes all other appurtenances to the Unit.

2.13 "Condominium Property" means the Land, Improvements and other property described in Section 1.2 hereof, subject to the limitations thereof and exclusions therefrom.

2.14 "County" means the County of Hillsborough, State of Florida.

2.15 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.

2.16 "Developer" means SOUTHEAST COMMUNITIES, LLC, a Florida limited liability company, its successor and such of its assigns as to which its rights hereunder are assigned by written instrument recorded in the public records of the County. Such assignment may be made on an exclusive or non-exclusive basis, may be conditional or unconditional, and may be an assignment of all or only portions of its rights as Developer hereunder; provided, however, that no such assignment shall make any assignee the Developer for purposes hereof unless such assignment is an assignment of all of Developer's rights hereunder, is exclusive, except as to any previously assigned rights, and the assignee expressly accepts said assignment by written instrument recorded in the public records of the County.

2.17 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Property, but not limited to the Building.

2.18 "Institutional Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional Mortgagees" shall mean and refer to Institutional Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional Mortgagees are appurtenant.

2.19 "Land" shall mean the Land described in Exhibit "A" attached hereto and by this reference incorporated herein.

2.20 "Limited Common Elements" mean those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.21 "Plat" shall mean the plat of the condominium recorded in the condominium plat books for the County, a copy of which is attached hereto as Exhibit "A".

2.22 "Surface Water Management System Facilities" means all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plane compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.

2.23 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.

2.24 "Townhouse Unit" means a Unit located in a townhouse building as such is designated on the plat.

2.25 "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of legal title to a Condominium Parcel.

2.26 "Verandah", "Balcony", "Patio" and "Terrace" shall have the same meaning and be interchangeable for the purposes of this Declaration and its exhibits and any rules and regulations.

III. DESCRIPTION OF CONDOMINIUM AND DEVELOPMENT PLAN

3.1 **Development.** This Condominium is being developed as a Condominium consisting of three (3) townhouse units and one (1) tower with forty-seven (47) condominium units.

The minimum size of townhome units will be approximately 4,370 square feet, and the maximum will be approximately 4,385 square feet.

The minimum size of a condominium unit will be approximately 2,805 square feet and the maximum will be approximately 4,580 square feet.

The condominium common elements will include a heated swimming pool and heated spa with surrounding deck as shown on Exhibit "A". There will also be a social room, game room, catering kitchen, card room, office, billiard room and board room provided on the podium level of the condominium tower. Two (2) guest suites also are located on the podium level and are available to the guests of unit owners in accordance with the rules and regulations of the Association. These facilities will be available for all residents in the condominium.

The percentage ownership of common elements appurtenant to each unit is based upon the total square footage of each unit in uniform relationship to the total square footage of each other unit in the Condominium.

3.2 **Identification of Units.** Each unit is identified by a separate numerical or alpha-numerical designation which is set forth on the Plat attached hereto as Exhibit "A". Exhibit "A" consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Buildings in which the Units are located, and a plot plan thereof. The Plat (Exhibit "A"), together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and the relative locations and dimensions. There shall pass with title to each Unit as an appurtenance thereto:

(a) An undivided share in the Common Elements and common surplus;

(b) The exclusive right to use such portion of the Common Elements as may be provided in this Declaration;

(c) An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may be lawfully altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; 718.106(2)(b)

(d) Membership in the Association with the full voting rights appurtenant thereto; and

(e) Other appurtenances as may be provided by this Declaration or the Act.

3.3 **Unit Boundaries.** Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

(a) **Upper and Lower Boundaries.** The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the parametrical boundaries.

(i) *Upper Boundaries.* The horizontal plane of the unfinished lower surface of the highest ceiling.

(ii) *Lower Boundaries.* The horizontal plane of the unfinished upper surface of the floor of the Unit.

(b) **Parametrical Boundaries.** The parametrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

(c) **Apertures.** Where there are apertures in any boundary, including, but not limited to, windows and doors, the boundaries of the Unit extend to the interior surface of all windows (which term does not include sliding glass doors but does include glass curtain walls) and extend to the exterior surface of sliding glass doors and unfinished interior surfaces of exterior doors. The framework for windows (again not including framework for sliding glass doors) shall not be included in the boundaries of the Unit and shall be Common Elements.

(d) **Utility Equipment and Conduits.** The Units shall include all plumbing and lines, equipment and fixtures located within the boundaries of the Unit, together with plumbing and electrical and other utility lines within the Common Elements which serve the Unit only. The Unit shall not include electrical and plumbing lines, conduits, equipment, fixtures, pipes, wires, air passageways, ducts or other utility lines running through or adjacent to the Unit which are utilized for or serve other Units or the Common Elements, which items shall be made a part of the Common Elements.

(e) **Air Conditioning/Heating.** Any air conditioning-heating equipment which services only a single Unit shall be considered part of

said Unit and not a Common Element, whether located within or without the Unit.

(f) **Appliances.** The Unit shall include any electric door-bells/knockers, hot water heaters, refrigerators, dishwashers, electric garage door openers and other appliances which serve only one Unit.

(g) **Fixtures.** The Unit shall include all interior fixtures which shall serve the Unit exclusively, including without limitation, all plumbing fixtures, utility and electrical fixtures and cabinets.

(h) **Exceptions.** In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth in Exhibit "A" hereto shall control in determining the boundaries of a Unit, except that the provisions of Section 3.3(c) shall control unless specifically depicted otherwise on such Plat.

3.4 **Limited Common Elements.** Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto, vesting in the Owner of each such Unit the exclusive right to use such Limited Common Elements as follows:

(a) **Verandahs, Balconies, Patios, Terraces.** Any verandah, terrace, patio and balcony (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of the others shall be a Limited Common Element of such Unit. Notwithstanding the foregoing, the Association and its designated contractors shall have an easement over said Limited Common Elements in order to perform window cleaning and repairs to the exterior of the Condominium building.

(b) **Storage Lockers.** Except for Townhouse Units and the Valencia Unit (which has a storage room located within the unit), each Unit shall be assigned one (1) locker to be used for storage within the storage locker areas on the same floor that the unit is located as shown on the survey attached hereto as Exhibit "A". Storage lockers, in addition to the one (1) per unit previously assigned, may be assigned by the Developer to Units, and the Developer shall have the right to charge for this assignment. Each storage locker, once assigned, shall become a Limited Common Element appurtenant to the Unit to which it is assigned.

(c) **Parking Spaces.** Except for Townhouse Units, each Unit will be assigned one (1) parking space. Each such parking space shall, upon assignment, become a Limited Common Element appurtenant to the Unit to which it is assigned. The parking spaces other than the one (1) per Unit previously assigned, may also be assigned by the Developer to Units, and the Developer shall have the right to charge for this assignment, and will be freely transferable among Unit Owners after first being assigned by the Developer. Records of the assignment of parking spaces shall be maintained by the Association. Unassigned parking spaces shall be used for guest parking, reserved parking for management company personnel or condominium employee parking, or such other use as may be determined by the Board of Directors of the Association. Handicapped parking spaces may be assigned to Units with non-handicapped owners, provided that if said parking space is needed in the future to be used by a handicapped resident, then said space will be reassigned.

(d) **Townhouse Garden Areas.** The garden/yard area adjacent to each Townhouse Unit as shown on the Plat shall be a Limited Common Element appurtenant to the Townhouse Unit to which it adjoins.

(e) **Garages.** A garage that is adjacent to a Townhouse Unit as shown on the Plat shall be a Limited Common Element appurtenant to the Townhouse Unit to which it adjoins.

(f) **Courtyard Areas.** The courtyard area adjacent to each Townhouse Unit as shown on the Plat shall be a Limited Common Element appurtenant to the Townhouse Unit to which it adjoins.

3.5 **Easements.** The following easements are hereby created (in addition to any easements created under the Act):

(a) **Support.** Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

(b) **Utility and Other Services; Drainage.** Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and security systems, and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of

such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Board of Directors of the Association, or its designee, shall have a right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television communications and similar systems, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved, provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) day's notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).

(c) **Encroachments.** If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate; or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.

(d) **Ingress and Egress.** A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, driveways, paths, walks and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

(e) **Sales Activity.** For as long as there are unsold Units, the Developer, its designees, successors and assigns, shall have the right to

use any such Units and parts of the Common Elements for guest accommodations, model apartments and sales, management and construction offices to show model Units and the Common Elements to prospective purchasers and tenants of Units within the Condominium and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease.

(f) **Association.** The Association shall have an easement of access over, under and through the Condominium Property for the purpose of performing its lawful functions pursuant to this Declaration, including, without limitation, the maintenance of Improvements, parking areas, utility lines and equipment, driveways, landscaped areas and any privacy wall/fence located along the boundary of the Condominium Property. Specifically, the Association shall have an easement and right of access to each Unit, when necessary, for the maintenance of any Common Element or any portion of a Unit to be maintained by the Association.

(g) **Additional Easement.** The Developer or Association, by and through the Board of Directors on behalf of all Unit Owners, shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications, service or other easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property and to grant access easements or relocate any existing access easements on Condominium Property as the Developer or Board shall deem necessary or desirable, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

3.6 **Combination of Units.** Notwithstanding anything to the contrary hereinabove, the Developer reserves the right, and any Unit Owner shall have the right upon securing approval of a majority of the voting interest in the Condominium, to combine one or more units located on the same floor, in the Condominium. In that event, the configuration of the units on that floor may be altered. If all of the Units on one floor are combined, then all common elements designated on that floor will become limited common elements for the benefit of the Unit Owner. However, the percentage by which the Unit Owner shares in the common expenses of the Condominium, and the Unit Owner's ownership in the common surplus in the Condominium, and the Unit Owner's voting rights and membership rights in the Association shall be as originally

designated. Should the Developer or Unit Owner subsequently desire to separate the combined units into the two or three units previously shown on the floor plans for the Condominium, the reconfiguration must match the footprint exactly as shown on the floor plans for the Condominium in Exhibit "A" to this Declaration. If any other configuration is desired, it shall require a one hundred percent (100%) vote of the voting interests in the Condominium.

3.7 ***Provisions for Transfer of Control of Association.*** When Unit Owners other than the Developer own fifteen percent (15%) of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third ($\frac{1}{3}$) of the members of the board of administration of the Association.

Unit Owners other than the Developer are entitled to elect no less than a majority of the members of the board of administration of the Association upon the earlier of the following occurring:

(a) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

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

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

(e) Seven (7) years after recordation of the Declaration of Condominium.

The Developer is entitled to elect at least one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to

vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the board of administration.

**IV.
RESTRAINT UPON SEPARATION
AND
PARTITION OF COMMON ELEMENTS**

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

**V.
OWNERSHIP OF COMMON ELEMENTS
AND COMMON SURPLUS AND SHARE
OF COMMON EXPENSES; VOTING RIGHTS**

5.1 **Percentage Ownership and Shares.** The Allocation of Percentage Shares in the Common Elements and Common Surplus, and the Percentage Share of the Common Expenses, appurtenant to each Unit is set forth in Exhibit "D" attached hereto and by this reference incorporated herein. The Allocation of Percentage Shares was established by the Developer in the following manner:

(a) The approximate area of each Unit was measured, in square feet, excluding Limited Common Elements. Such area is hereafter referred to as its "Unit Area".

(b) The total of the Unit Area of all Units was then computed, and is hereinafter referred to as the "Total Unit Area".

(c) The Total Unit Area was thereafter divided into the Unit Area of each Unit to determine the Allocation of Percentage Shares for each Unit (see Total Percentage of Ownership as set forth on Exhibit "D" to this Declaration).

5.2 **Bulk Service Contracts.** The Board of Directors, on behalf of the Association, shall have the power and authority to enter into contracts for the provision of bulk cable television service, internet access service, telephone services and other bulk services, and the cost of such services shall be allocated on a per-unit basis, in accordance with the Florida Condominium Act.

5.3 **Voting.** Each Unit Owner shall be a member of the Association. Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the Bylaws and Articles of Incorporation of the Association.

VI. AMENDMENTS

Except as elsewhere provided herein, amendments to this Declaration may be effected as follows:

6.1 **By the Association.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either by a majority of the Board of Directors of the Association or by no less than one-third (1/3) of the members of the Association. Except as elsewhere provided, approvals of proposed amendments must be by affirmative vote of Unit Owners owning in excess of seventy-five percent (75%) of the Units present in person or by proxy. A member of the Board of Administration may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum. Notwithstanding anything to the contrary contained herein, the Association reserves the right to amend this Declaration and the Exhibits annexed hereto so as to correct any errors or omissions not materially and adversely affecting the rights of Unit Owners. Amendments enacted to correct errors or omissions may be approved by a majority of the Board of Directors of the Association.

6.2 **By the Developer.** The Developer, during the time it has the right to elect a majority of the Board of Directors of the Association, may amend the Declaration, the Articles of Incorporation or the Bylaws of the Association to correct an omission or error, or effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would materially and adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent thereto. Further, the Developer shall not be permitted to make any amendment which required the approval of Unit Owners under Section 718.110(4) or (8) of the Act without first obtaining such approval.

6.3 **Proviso.**

(a) Unless otherwise provided specifically to the contrary in this Declaration (e.g., in Section 9 hereof), no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record Owner(s) of the affected Unit(s), and all record owners of liens on the affected Unit(s), shall join in the execution of the amendment and same is also approved by a majority of the votes of the Association. In no event shall the consent or joinder of mortgagees be required unless the amendment materially affects the rights or interests of the mortgagees or is otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and such consent or joinder may not be unreasonably withheld.

(b) Notwithstanding anything to the contrary hereinabove, any amendment to this Declaration affecting the Surface Water Management System Facilities, or the operation and maintenance of the Surface Water Management System Facilities shall require the prior written approval of the Southwest Florida Water Management District.

6.4 **Execution and Recording.** Amendments other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable

certificate is properly recorded in the public records of Hillsborough County, Florida.

VII.
MAINTENANCE AND REPAIRS

7.1 **Units and Limited Common Elements.** All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of window screens, the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or other property belonging to the Unit Owner shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Any maintenance, repair work or replacement done by Unit Owner pursuant to this paragraph 7.1, including but not limited to that done with respect to windows, screens, glass in exterior doors, shall be done in such a manner that it shall conform to the existing design, color and quality of material replaced or repaired. Furthermore, it shall be the responsibility of the Unit Owner not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Condominium building, including but not limited to verandahs, balconies, patios, terraces, courtyard areas and garden areas.

Specifically, Unit Owners shall be responsible to clean the interior of all windows and the exterior of all windows that can be accessed from the interior of the Unit. The Association shall clean the exterior surfaces of curtain walls when deemed necessary by the Board of Directors of the Association. Unit Owners shall maintain the verandahs and terraces, garages, courtyard areas and garden areas appurtenant to their Unit(s) and shall keep the same neat and tidy, except that in order to maintain a uniform appearance, the Association will paint the exterior walls and railing of the verandahs and terraces when deemed necessary by the Board of Directors of the Association. Owners of Units to which the storage lockers are appurtenant shall keep the storage lockers clean and tidy in appearance although maintenance and repair shall be the responsibility of the Association.

Notwithstanding the foregoing, the Association shall maintain and repair at the Association's expense all portions of a unit contributing to the support of the Condominium building, which portions shall include but not be limited to, (a) load-bearing columns, floors and walls; (b) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to parts of the Condominium property other than the Unit, and (c) all utility services and other facilities contained within a Unit which serve as part or parts of the Condominium property other than the Unit within which contained. All incidental damage caused to a Unit by the Association in performing the aforementioned work shall be promptly repaired at the expense of the Association. Furthermore, the Association shall periodically clean the exterior windows of Units which are not accessible to the Unit Owner.

7.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available hereafter, all maintenance, repairs and replacements in or to the Common Elements (other than certain Limited Common Elements as provided in Section 7.1) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense. Specifically, the Association shall perform routine ground/yard maintenance on the limited common element garden/yard areas of each townhouse unit. The Association shall be responsible for the operation and maintenance of the improvements, facilities and systems utilized in connection with the storm and surface water collection, retention, detention, drainage and disposal services for the Condominium Property and shall comply with all requirements of the Southwest Florida Water Management District. If the Association ceases to exist, all Unit Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the Environmental Resource Permit issued for this Condominium Property until an appropriate governmental unit or public utility or other non-profit corporation similar to the Association assumes the responsibility.

7.3 Specific Unit Owner Responsibility. The obligation to maintain and repair any limited common element air conditioning equipment, plumbing or electrical fixtures or other items of limited common element property which are reserved for the use of Unit or Units, to the exclusion of all other Units, shall be the responsibility of the applicable Unit Owner(s), individually, and not the Association, without regard to whether such items are included within the boundaries of the Units.

VIII.
ADDITIONS, ALTERATIONS
OR IMPROVEMENTS BY THE ASSOCIATION

After the completion of the Improvements included in the Limited and Common Elements which are contemplated by this Declaration, there shall be no material alterations or substantial addition to the Limited and Common Elements without the prior approval of seventy-five percent (75%) of the record Owners of all Units, except that Owners of Townhouse Units may make alterations and additions to the garages, courtyard areas and garden areas that are appurtenant to their Units, provided said changes are not visible from the exterior of the Unit or affect the structural integrity of a building. Any addition, alteration or improvement to the Common Elements, or any part thereof, costing in the aggregate \$10,000.00 or less in a calendar year shall not be considered material or substantial and may be made by the Association based upon the approval of a majority of the Board of Directors of the Association without the approval of Unit Owners. For purposes of the previous sentence, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above stated purpose, regardless of whether the repayment of any of that debt is made beyond that year.

IX.
ADDITIONS, ALTERATIONS OR
IMPROVEMENTS BY UNIT OWNERS

9.1 **Consent of the Board of Directors.** Except as hereafter provided, no Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, any Limited Common Element or to that portion of his Unit which is to be maintained by the Association or do anything which would jeopardize the safety, soundness or architectural appearance of the Condominium building and easements without first obtaining approval in writing of the Board of Directors of the Association and seventy-five percent (75%) of the record Owners of other Units.

9.2 **Additions, Alterations or Improvements by Developer.** The Developer shall have the additional right, without the consent or approval of the Association or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements).

Notwithstanding the foregoing, none of the alterations described above may result in a change in the configuration or size of a Unit in any material fashion, may not materially alter or modify the appurtenances to a Unit or may not increase the proportion or percentage by which an Owner of a parcel shares the Common Expenses and owns the Common Surplus without the approval of not less than a majority of the total voting interests of the Condominium, and of the Owner(s) of the Unit(s) affected and the approval of all owners of mortgages and liens on the affected Unit(s).

X. COLLECTION OF ASSESSMENTS

10.1 ***Liability for Assessments.*** A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale and by deed in lieu of foreclosure, shall be liable for all Assessments coming due while he or she is the Unit Owner. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his or her share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

10.2 ***Special and Capital Improvement Assessments.*** In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium, the Board of Directors may, except as otherwise provided in the Declaration, levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

(a) "Special Assessments" shall mean or refer to a charge against each Owner and his or her Unit, representing a portion of the costs incurred by the Association for specific purposes of a non-recurring nature which are not in the nature of capital improvements.

(b) "Capital Improvement Assessments" shall mean and refer to a charge against each Owner and his or her Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements.

10.3 **Default in Payment of Assessments.** Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at eighteen percent (18%) per annum from the date due until paid and shall be subject to an administrative late fee in an amount to be determined by the Board of Directors, but which shall not exceed one hundred dollars (\$100.00). The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel. The lien is effective upon the recording of a claim of lien in the public records and shall relate back to the recording of the Declaration, provided that as to Institutional Mortgagees, the lien is effective from and after recording of the claim of lien. The claim of lien shall state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates. It must be executed and acknowledged by an officer or authorized agent of the Association and shall be recorded in the Public Records of Hillsborough County, Florida. The claim of lien shall continue in effect until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid but in no event for a period exceeding one (1) year, unless lien enforcement action has commenced in a court of competent jurisdiction during such year. The one year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the unit Owner or any other person claiming an interest in the Condominium Parcel. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. Upon full payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the remainder of the Assessment for the budget year in which the claim of lien is filed to be accelerated and shall thereupon be immediately due and payable.

Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued as provided above,

then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection as aforesaid and then to the delinquent and any accelerated Assessment.

10.4 **Notice of Intention to Foreclose Lien.** No foreclosure action may be filed until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If, after diligent search and inquiry, the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided by the Act.

10.5 **Appointment of Receiver to Collect Rental.** If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent, the expenses of such receiver to be paid by the party which does not prevail in the foreclosure action.

10.6 **Institutional Mortgagee.** In the event a first mortgagee, an institutional mortgagee or other purchaser shall obtain title to a Unit as a result of a foreclosure action in which the Association has been joined as a defendant, or as a result of a deed given in lieu of foreclosure or in satisfaction of debt, such acquirer of title or its successors and assigns shall be liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure or in satisfaction of debt. However, a first mortgagee's liability or an Institutional Mortgagee's liability as aforesaid shall be limited to (i) the Unit's Common Expenses or Assessments which accrued or came due

during the six months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or (ii) one percent (1%) of the original debt, whichever is less. The provisions of this Section 10.6 shall not apply unless the first mortgagee joins the Association as a defendant in the foreclosure action. Joinder is not required if, on the date the complaint is filed, the Association was dissolved, administratively or otherwise, or did not maintain an office or agent for service of process at a location which was known or reasonably discoverable by the first mortgagee by the date the foreclosure action was filed. The person acquiring title shall pay the amount owed to the Association within thirty (30) days of transfer of title. The unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and its successors and assigns. A first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such Condominium Parcel, whether or not the Unit is occupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

10.7 **Certificate of Unpaid Assessments.** Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all assessments and other monies owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

10.8 **Installments.** Regular Assessments shall be collected monthly or quarterly, in advance, as determined from time to time by the Board of Directors. Initially, Assessments will be collected monthly.

XI. INSURANCE

Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

11.1 **Purchase, Custody and Payment.**

(a) **Purchase.** All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company or provider authorized to do business in Florida.

(b) **Name of Insured.** The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

(c) **Custody of Policies and Payment of Proceeds.** All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

(d) **Copies to Mortgagees.** One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(e) **Personal Property and Liability.** Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

11.2 **Coverage.** The Association shall maintain insurance covering the following:

(a) **Casualty.** The Buildings, including all fixtures, installations or additions comprising that part of the Buildings within the boundaries of the Units and required by the Act to be insured under the Association's policy(ies), but excluding (i) all furniture, furnishings, floor coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners, and (ii) electrical fixtures, appliances, air conditioners or heating equipment, water heaters and built-in cabinets which are located in Units and the repair and replacement responsibility of Owners, and all Improvements located on the Common Elements or Association Property from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or Association Property (collectively the Insured Property),

shall be insured against casualty loss (excluding loss by flood and other causes excluded from a typical condominium package policy) in an amount not less than 100% of the full insurable replacement cost thereof, excluding foundation and excavation costs.

Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) **Liability.** Comprehensive general public liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association.

(c) **Worker's Compensation.** Worker's Compensation and other mandatory insurance, when applicable.

(d) **Flood Insurance.** Flood insurance shall be secured. The Board of Directors shall determine the nature and amount of coverage to be obtained but as a minimum such coverage as to satisfy requirements of Federal law.

(e) **Fidelity Insurance.** If required by the Act, fidelity insurance covering all persons who control or disburse Association funds.

(f) **Association Property.** Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available and determined by the Board of Directors to be desirable.

(g) **Such Other Insurance.** As the Board of Directors of the Association shall determine from time to time to be desirable.

(h) **Policy Provisions.** When appropriate and obtainable, each of the foregoing policies shall waive the insurers right to: (i) subrogation against the Association and against the Unit Owner individually and as a group, (ii) to pay only a fraction of any loss in the event of coinsurance or if

other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, if appropriate and obtainable, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

(i) **Disclaimer.** All Unit Owners, mortgagees and others shall be aware of the fact that because of exclusions from coverage, changes in construction costs, land and profit components in sales prices and other factors, the amount of insurance coverage available in the event of substantial damage to the Condominium Property, the proceeds available for reconstruction and/or retirement of mortgage debt may not be entirely sufficient for such purposes. Accordingly, all persons are advised to consult with their own insurance providers as to what supplemental coverage may be available under their own policies to mitigate any impact of a shortage of proceeds for Association policies.

11.3 **Additional Provisions.** All policies of insurance shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units.

11.4 **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.

11.5 **Insurance Trustee: Share of Proceeds.** All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida or one or more of the Directors or Officers of the Association. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure

to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

(a) **Insured Property.** Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units or their terraces, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.

(b) **Optional Property.** Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners in proportion to the cost of repairing the damage suffered by each such affected Owner, which costs and allocation shall be determined in the sole discretion of the Association.

(c) **Mortgagees.** No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

11.6 **Distribution of Proceeds.** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) **Expenses of the Trust.** All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.

(b) **Reconstruction or Repair.** If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the

remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

(c) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 11.5 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any to the beneficial owners.

11.7 **Unit Owner's Personal Coverage.** Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner arising from occurrences within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association. The foregoing shall also apply to terraces of Units, assigned storage lockers and other Limited Common Elements.

11.8 **Benefit of Mortgagees.** Certain provisions in this Section 11 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

11.9 **Insurance Trustee.** The Board of Directors of the Association shall have the option, in its sole discretion, of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

11.10 **Presumption as to Damaged Property.** In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

XII.
RECONSTRUCTION OR REPAIR
AFTER FIRE OR OTHER CASUALTY

12.1 **Determination to Reconstruct or Repair.** Subject to the immediately following paragraph, in the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If seventy-five percent (75%) or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if one hundred percent (100%) of the Unit Owners duly and promptly resolve not to proceed with the repair or restoration thereof, evidenced by a recorded instrument to that effect, and upon the written consent by all the holders of recorded liens affecting any of the condominium units, the Condominium Property will not be repaired and shall be subject to an action for termination as provided for in *Florida Statute 718.117*, in which event the net proceeds of insurance resulting from such destruction shall be paid to the Association to be utilized in accordance with *Florida Statute 718.117*.

Whenever in this Section the words “promptly repair” are used, it shall mean that repairs are to begin not more sixty (60) days from the date the Insurance Trustee (if appointed) notified the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notified the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

12.2 **Plans and Specifications.** Any reconstruction or repair must be made substantially in accordance with the plans and specifications for

the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building or other codes. If the damaged property which is to be altered is Optional Property, it must be approved by the Owners of not less than eighty percent (80%) of the applicable interests in the Common Elements, as well as the Owners of all Units, Limited Common Elements and other portions of the Insured Property (and their respective mortgagees) for which the plans are to be altered.

12.3 **Special Responsibility.** If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon), in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided that respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

(a) **Disbursement.** The proceeds of insurance collected on account of a casualty and the sums collected from Unit 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 which are the responsibility of the Association is less than \$500,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of any insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(ii) *Association - Major Damage.* If the amount of the estimated costs of reconstruction and repair are the responsibility of the Association is more than \$500,000.00, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(iii) *Unit Owners.* If there is a balance of insurance proceeds after payment of all costs of construction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if underinsured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage that each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property.

All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

(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 relating to 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 elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

(v) *Certificate.* Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not the sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from

the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

12.4 **Assessments.** If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments shall be in proportion to all of the Owners' respective shares in the Common Elements. In the event of insufficient proceeds of insurance on Optional Property, the shortage shall be the individual responsibility of the Owners thereof.

12.5 **Benefit of Mortgagees.** Certain provisions in this Section 12 are for the benefit of mortgagees of Units and may be enforced by any of them.

XIII. CONDEMNATION

13.1 **Deposit of Awards with Insurance Trustee.** The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, or the amount of that award shall be set off against the sums hereafter made payable to the defaulting Owner (and if the award exceeds such sums, the Association shall have the right to bring legal action against the Owner).

13.2 Determination Whether to Continue Condominium.

Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

13.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty or as elsewhere in this Section 13 specifically provided.

13.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit or its Limited Common Elements and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit or its Limited Common Elements shall be used for the following purposes in order stated and the following changes shall be made to the Condominium:

(a) **Restoration of Unit.** The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be the individual responsibility of the Owner of the Unit.

(b) **Distribution of Surplus.** The balance of the award in respect of the Unit or its Limited Common Elements, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagee.

(c) **Adjustment of Shares in Common Elements.** If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the

numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:

(i) add the total of all percentages of all Units after reduction as aforesaid by the Remaining Percentage Balance; and

(ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit. No Limited Common Elements shall be used in the aforesaid calculations.

13.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association) the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(a) **Payment of Award.** The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

(b) **Addition to Common Elements.** The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

(c) **Adjustment of Shares.** The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units

that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:

(i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Subsection 13.4(c) hereof (the "Percentage Balance"); and

(ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Subsection 13.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage of such Unit.

(d) **Assessments.** If the balance of the award (after payments to the Unit Owner and such owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares affected pursuant hereto by reason of the taking.

(e) **Arbitration.** If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of taking.

13.6 **Taking of Common Elements.** Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

13.7 **Amendment of Declaration.** The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

XIV. OCCUPANCY AND USE RESTRICTIONS

In order to provide for congenial occupancy of the Condominium Property and for the protection of the value of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions which shall be applicable to all Unit Owners, their families, guests, invitees, licensees and lessees, to-wit:

14.1 **Occupancy.** Each Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families, provided that the Unit Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder, employee or designee of such corporation, (iii) a partner, employee or designee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Residential Unit must be the following persons, and such persons' families who reside with them: (i) an individual lessee or sublessee, (ii) an officer director, stockholder, employee or designee of a corporate lessee or sublessee, (iii) a partner, employee or designee

of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. In no event shall occupancy of a Unit (except for temporary occupancy by visiting guests) exceed the greater of four (4) persons in the entire Residential Unit or two (2) persons per bedroom. The Board of Directors shall have the power to authorize occupancy of a Residential Unit by persons in addition to those set forth above. The provisions of this subsection 14.1 shall not be applicable to Residential Units used by the Developer for model apartments, guest accommodations, sales or other offices or management services.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other person permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 14 and the Board of Directors of the Association shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

14.2 **Children.** Children shall be permitted to reside in Units but shall be subject to the age restrictions imposed as to use of certain recreation facilities, as provided in the Rules and Regulations of the Association.

14.3 **Pets.** Each Unit Owner or occupant (regardless of the number of joint owners or occupants) may maintain no more than two (2) household pets in his or her Unit, to be limited to dog(s) or cat(s) (or other household pets defined as such and specifically permitted by the Board of Directors of the Association), provided it is not kept, bred or maintained for any commercial purpose, does not become a nuisance or annoyance to neighbors and is first registered with the Association. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash at all times when outside the Unit and shall be transported in the service elevator only. There are no designated pet walk areas on the Condominium Property. No pets may be kept in/on verandahs, patios, balconies or terraces when the Owner is not in the Unit. No pets shall be permitted in the amenities' areas. Without limiting the generality of Section 14 hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and

regulations) and/or to require any pet to be permanently removed from the Condominium Property. This Section 14.3 shall not prohibit the keeping of fish or a caged household-type bird(s) in a Unit, provided that a bird(s) is not kept on Limited Common Elements and does not become a nuisance or annoyance to neighbors. Notwithstanding any of the foregoing, however, neither this Section 14.3, any other provision of this Declaration, nor any rule or regulation of the Association shall be enforced, adopted or amended so as to prohibit or unlawfully restrict any right of the Owner or occupant of a Unit to keep and use a seeing eye dog or other assistive animal for purposes provided for in any local, state or federal law, statute or ordinance protecting the applicable person's right to do so.

14.4 **Alterations.** Without limiting the generality of Section 9.1 hereof, and subject to Section 9.2 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television or radio antenna, machinery or air conditioning units or in any manner changing the appearance of any portion of the Building, without obtaining the prior written consent of the Board of Directors of the Association (in the manner specified in Section 9.1 hereof). Notwithstanding the foregoing, any Unit Owner may display one (1) portable, removable United States flag in a respectful manner regardless of any declaration, rule or requirement dealing with flags or decorations; and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day any Unit Owner may display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

14.5 **Use of Common Elements.** The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of residential units.

14.6 **Nuisances.** No nuisances (as reasonably determined by the Board of Directors of the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of unreasonable annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.

14.7 **No Improper Uses.** No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the same shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over the same, relating to any portion of the condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or Bylaws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 14.7. No activity specifically permitted by this Declaration shall be deemed a violation of this Section.

14.8 **Floor Coverings and Sound Insulation.** Without limiting the generality of the approval requirements set forth in Section 9 of this Declaration, no hard-surfaced floor coverings shall be installed in any Unit except for Townhouse Units or its appurtenant Limited Common Elements unless same is installed with an acoustical cork insulation or alternative sound-absorbing backing meeting the requirements of the Board of Directors of the Association. A quarter inch rubber insulation appliance pad must be installed under all motorized equipment or appliances. Ceiling fans must have a minimum one (1) inch shaft between the ceiling and the motor mechanism and must be installed with isolation pads. A waterproofing system must be installed under all elevated verandah and terrace floor coverings meeting the requirements of the Association Board of Directors.

14.9 **Exterior Improvements; Landscaping.** Without limiting the generality of Sections 9.1 or 14.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, terraces or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), or on the interior side thereof so as to be visible to the exterior, without the prior written consent of the Board of Directors of the Association. Specifically, no "For Rent", "For Sale" or any other sign shall be displayed or exposed to view by a Unit Owner or other occupant. To insure a uniform appearance on the exterior of the Building, all window coverings, including, but

not limited to verticals, shades, sheers, curtains, drapes, mini-blinds and Venetian blinds shall be faced on the exterior with white material approved by the Association. The furnishings and decorations which Unit Owners may place in, on or about the verandahs, balconies and terraces may be subject to such additional rules and regulations as the Board of Directors of the Association may adopt from time to time.

14.10 **Commercial/Recreational Vehicles and Trailers.** No commercial vehicles, campers, mobile homes, recreational vehicles, boats or trailers shall be kept on the Condominium Property, unless parked in the garage of a Townhouse Unit. For purposes of the foregoing, "Commercial Vehicles" shall mean those not designed or used for customary personal/family purposes. In general, vehicles shall have no more than four (4) wheels, two (2) axles and be no longer than 17-½ feet. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether same is a commercial vehicle. The foregoing shall not prohibit, however, the parking of otherwise prohibited vehicles on the Condominium Property in the course of providing services to the Condominium Property, the occupants thereof or the Association. All vehicles kept on Condominium Property shall be operational and in good condition. Only one vehicle is allowed to be parked in each parking space. In the event of doubt or dispute as to whether a vehicle is prohibited by this Section, the good faith determination of the Board of Directors shall be binding and conclusive.

14.11 **Relief by Association.** The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 14 for good cause shown.

14.12 **Changes in Permitted Uses.** No amendments to this Section 14, any other provision of this Declaration governing the use of Units or the Common Elements or to any Rules and Regulations of the Association shall operate to prohibit the keeping of a pet, parking of a vehicle or leasing or occupancy of a Unit where same was (i) permitted prior to the effectiveness of the amendment, (ii) being conducted in reliance on such permissibility and (iii) is continuing with the same pet, vehicle, lessee or occupant as existed prior to the effectiveness of the amendment. Likewise, no improvement made to or about any Unit, which was permitted at the time of its making shall be required to be removed by virtue of a change in the permissibility of such types of improvements.

14.13 **Satellite Dishes.** Satellite dishes are permitted but they must be located in a predetermined location as shown on the Condominium plans unless otherwise approved by the Condominium Association Board of Directors.

14.14 **Grills.** Electric grills are allowed on terraces. Townhomes may have gas grills.

XV.
SELLING, LEASING AND MORTGAGING OF UNITS

Units may be made subject to mortgages without restrictions, but sales and leases of Units shall be subject to the provision of this Section.

15.1 **Board Approval.** There shall be no sale, lease or transfer of interest, legal or beneficial, nor transfer of possession of a Unit without the prior written approval of the Board of Directors of the Association. In the event a corporation, partnership, trust or other legal entity owns a Unit, the transfer of all or substantially all of the beneficial ownership of such entity shall be considered a transfer of interest in the Unit. In the event of leasing of Units, the Board shall have the right to require that a substantially uniform form of lease be used. No portion of a Unit (other than an entire Unit) may be rented. All leases shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association. If a Lessee violates any of the aforementioned, in addition to any other rights they may have, the Association has the right to evict the lessee from the Unit and, for the purposes thereof, each Unit Owner by accepting title to a Unit in this Condominium also authorizes the Association to act on his behalf as his agent in any action brought to evict a lessee under this paragraph. Furthermore, in the event the Association evicts any Lessee or otherwise takes any action to enforce the provisions of this Declaration, the Articles, the Bylaws or any of the Rules and Regulations of the Association, the Board of Directors and the other Unit Owners shall not be liable to the Lessee or Unit Owner for any loss or damages suffered, arising from or connected therewith. No lease of a Unit shall be valid or approved for a term of less than one hundred eighty (180) days. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his or her tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration, the

Articles, Bylaws and of any and all rules and regulations of the Association. The provisions of this Section 15.1 shall not apply to the sale or lease of Units by the Developer. The provisions of this Section 15.1 shall not apply to a transfer or purchase by Institutional Mortgagees which acquire title as a result of their mortgage lien on the Unit, regardless of whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall this Section 15.1 require approval of a purchaser who acquires title to a Unit at a duly advertised public sale, with open bidding provided by law, including but not limited to an execution sale, a foreclosure sale, a judicial or a tax sale. No fee shall be charged by the Association in connection with the transfer or approval which is in excess of the expenditures reasonably required for such transfer, nor shall the expense exceed the fee permitted under the Act, from time to time, which at the time of recording of this Declaration is \$100.00. Any Unit Owner desiring to sell, lease or deliver possession of a Unit shall submit to the Board an application for approval, which application shall be in writing and in a form approved by the Association, and shall provide the name, address and telephone number of the desired purchaser or tenant, the names of all intended occupants of the Unit, together with such other information as the board may reasonably require. The Board must either approve or disapprove the request within ten (10) days after its receipt of the request of such supplemental information as it may reasonably require. If a sale is approved, a recordable Certificate of Approval shall be executed by the Association to be recorded at the expense of the purchaser. If a lease is approved, a written notice of approval will be provided by the Association. The Board's failure to give the Unit Owner the Certificate of Approval or written notice of approval, or written notice of disapproval within the ten (10) day period shall be deemed to be the Board's consent to the same. If the Board disapproves a requested sale or lease in writing within the ten (10) day period, the Board shall be deemed to have exercised its option to purchase or lease as described in paragraph 15.2 hereafter.

15.2 ***Option of Association.*** In the event any Unit Owner desires to sell or lease his or her Unit, the Association shall have the option to purchase or lease any such Unit upon the same terms and conditions as are offered by the Unit Owner to any third party subject to the following:

(a) Prior to the sale, rental, lease or transfer of any Unit to any person other than the transferor's spouse, a member of his or her immediate family or a wholly owned corporation, the Unit Owner shall notify the Board in writing of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, the terms and conditions of the sale or

lease, and provide a copy of the purchase agreement or lease, with such other information as may be reasonably required by the Board.

(b) Within ten (10) days after receipt of said notice and such supplemental information as it may reasonably require, the Board may exercise its right to purchase or lease, in writing, and shall promptly notify the Unit Owner of its decision.

(c) If the Board notified the Unit Owner of its intent to exercise this option, it shall deliver to the Unit Owner the deposit required under the terms of the proposed sale or lease within the above mentioned ten (10) day period and shall then be obligated to close the sale or lease of the Residential unit in accordance with the terms and conditions of the proposed sale or lease agreement previously furnished to it. If the Board furnishes the Unit Owner with written notice of its intent to exercise the option, but fails to deliver the required deposit within the ten (10) day period, such failure shall be deemed to be a consent to the sale or lease to the contract purchaser or tenant. Approval of the sale or lease constitutes a waiver of the option.

(i) If the Board timely notifies the Unit Owner of its exercise of this option and accompanies its notice with the required deposit, the Association's obligation to purchase or lease the Unit as provided herein may be assigned by the Association to any member or members as shall be determined solely by the Association.

(ii) Upon receipt of the deposit and the Board's notice of intent to exercise the option, the selling Unit Owner may either close the proposed sale or lease of his or her Unit with the Association or a member or members to whom the Association's obligation to purchase or lease the Unit has been assigned, or withdraw the offer specified in its notice to the Board. If the Association or the member to whom the option has been assigned fails to close the proposed sale or lease under the terms and conditions of said notice, the deposit previously delivered by the Association shall be retained by the Unit Owner as liquidated damages and the Unit Owner shall, thereafter, be free to consummate the transaction with the party who made the original bona fide offer.

15.3 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other

disposition of a Unit shall be deemed to include the Unit's appurtenant interest in the Common Elements.

15.4 **Gifts and Devises, etc.** Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 15.

15.5 **Parking Spaces.** No parking space shall be assigned to a person or entity who/which is not also an Owner of a Unit and shall become, upon assignment, a Limited Common Element appurtenant to the Unit to which it is assigned; provided, however, that the parking spaces other than those appurtenant to the Units shall be freely transferable among the Unit Owners. Further, no parking space shall be leased to a person or entity who/which is not a tenant or Owner of a Unit.

15.6 **Storage Lockers.** No storage locker shall be assigned to a person or entity who/which is not also an Owner of a Unit and shall become, upon assignment, a Limited Common Element appurtenant to the Unit to which it is assigned, provided, however, that the storage lockers other than those appurtenant to the Units shall be freely transferable among the Unit Owners. Further, no storage locker shall be leased to a person or entity who/which is not a tenant or Owner of a Unit.

XVI. COMPLIANCE AND DEFAULT

Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the Rules and Regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

16.1 Enforcement.

(a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days. The hearing shall be held before a committee of other Unit Owners appointed by the Board of Directors of the Association. If the

committee does not agree with the fine, the fine may not be levied. The notice shall include:

- (i) A statement of the date, time and place of the hearing.
- (ii) A statement of the provisions of the Declaration, Association Bylaws or Association Rules which have allegedly been violated; and
- (iii) A short and plain statement of the matters asserted by the Association.

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

16.2 **Negligence.** A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his or her intentional act, negligence, misuse or neglect or by that of any member of his or her family or his or her or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of the Unit Owner's insurance actually collected by the Association in respect to such negligence.

16.3 **Compliance.** In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the Bylaws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and compliance, to impose any applicable fines or to sue in a court of law for damages.

16.4 **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonably attorneys' fees (including appellate attorneys' fees).

16.5 **No Waiver of Rights.** The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

XVII.

ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS

17.1 Institutional First Mortgagees shall have the right, upon written request to the Association, to: (i) examine the condominium documents and the Association's books and records, (ii) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend Association meetings, (iv) receive notice of an alleged default in any obligations hereunder by any Unit Owner, on whose Unit such mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Unit Owner, and (v) receive notice of any substantial damage or loss to any portion of the Condominium Property.

17.2 Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.

17.3 The Southwest Florida Water Management District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

XVIII.

COVENANTS RUNNING WITH THE LAND

All provisions of this Declaration, the Articles, Bylaws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the

contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representative, successors and assigns, but the same are not intended to create not shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, Bylaws and applicable rules and regulations, as may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, Bylaws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

XIX.
DISCLAIMER OF WARRANTIES

DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 IN THE ACT. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

XX.
RIGHTS OF DEVELOPERS

In addition to the rights which the Developer has by common law and pursuant to the Act, the Developer shall have the following rights:

20.1 **Easements.** Until such time as Developer has completed all of the contemplated improvements and sold all of the Units that will ultimately be contained within the Condominium Property, easements, including but not limited to ingress and egress, are hereby reserved and shall exist through and over the Condominium Property as may be required, convenient or desired by

Developer for the completion of the contemplated improvements and the marketing and sale of said Units. Neither the Unit Owners nor the Association, in their use of the Condominium Property, shall interfere in any way with such completion and sale.

20.2 ***Sale of Units.*** 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 install and maintain a sales office and advertising on the Condominium Property, use the Common Elements and, notwithstanding anything to the contrary contained herein, the Developer may maintain and use sales offices, promotion and development offices, models and Units retained by the Developer, or owned by the Developer, or the use of which has been reserved to the Developer in this Declaration or by contract or otherwise lawfully enforceable as a contract obligation by the Developer against the Association or any of the Unit Owners other than the Developer, so long as such use shall also conform with applicable laws, zoning, rules and ordinances of the appropriate governmental jurisdictions. Specifically, Developer shall have the right to use Units owned by the Developer as motel units for the purpose of housing guests and prospective purchaser of the Condominium Property for the promotion and sales purposes, without limitation as to duration of stay or number of guests.

20.3 ***No Board Action Without Developer's Consent.*** During the period that Developer holds any Units for sale in the ordinary course of business none of the following actions may be taken by the Association, either through an act of its Board of Directors or its membership, without the Developer's approval in writing.

(a) Assessment of the Developer as Unit Owner for Capital Improvements;

(b) Any action by the Association that would be detrimental to the sale of the Units by the Developer; however, an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units for the purposes of this paragraph.

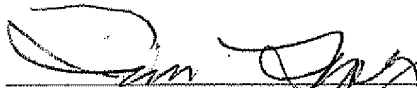
20.4 ***Developer's Rights with Respect to Common Elements.*** The Developer reserves every right necessary or desirable relative to the Common Elements and the Condominium Property in general for the following purposes:

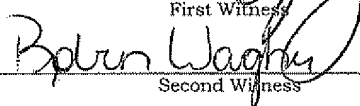
- (a) Furnishing of the Condominium Property;
- (b) The sale or mortgage of the Condominium Unit;
- (c) Assignments of covered parking spaces and private garage parking spaces to Unit Owners during the period of time that the Developer holds any Unit for sale in the ordinary course of business.
- (d) Make modifications to layout of clubroom, card room, TV room, mail room and health club and lobbies.
- (e) Make modifications to the rear courtyard of each of the townhomes to add a spa and/or jacuzzi at no expense to the Association with all costs of maintenance and utilities being borne by the affected townhome owner as a limited common element. All plans must be approved by Developer, or if turnover of control of the Association has occurred, by the Association Board.

20.5 ***Sale Subject to a Lease.*** The Developer does not propose a program of leasing Units but does reserve the right to lease any individual Unit at its discretion prior to the sale of the Unit; provided that any lease shall have a term not to exceed twelve (12) months and shall terminate prior to conveyance of title by the Developer to the purchaser of the leased Unit, unless the Developer and such purchaser shall otherwise agree, in writing, to convey subject to any such lease.


IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its seal; to be hereunto affixed this 9th day of June, 2006.

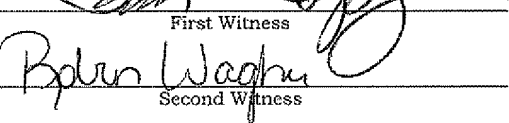
Signed, sealed and delivered in presence of:



First Witness


Second Witness



First Witness


Second Witness


DEVELOPER:

SOUTHEAST COMMUNITIES, LLC, a Florida limited liability company

By: 

David A. Jenkins, its Manager

By: **Alagon Joint Venture, LLC**, a Florida limited liability company, its Manager

By: 

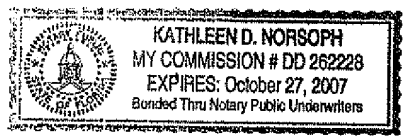
Craig W. McLaughlin, its Manager

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 9th day of JUNE, 2006, by **David A. Jenkins**, as Manager of SOUTHEAST COMMUNITIES, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced a valid Florida driver's license or _____ as identification.

My Commission Expires:

Kathleen D. Norsoph
Notary Public (SEAL)



KATHLEEN D. NORSOPH
(Legibly print name of notary public on this line)

STATE OF FLORIDA)
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 9th day of June, 2006, by Craig W. McLaughlin, as Manager of **Alagon Joint Venture, LLC**, as Manager of SOUTHEAST COMMUNITIES, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced a valid Florida driver's license or _____ as identification.

My Commission Expires:

Debra C. Root
Notary Public (SEAL)

Debra C. Root
(Legibly print name of notary public on this line)



DEBRA C. ROOT
MY COMMISSION # DD 310608
EXPIRES: September 22, 2007
Bonded Thru Budget Notary Services

JOINDER AND CONSENT OF MORTGAGEE

THE UNDERSIGNED is the holder of a first mortgage on the real property submitted to condominium form of ownership in the Declaration of Condominium of THE ALAGON ON BAYSHORE, A CONDOMINIUM. The undersigned hereby joins in and consents to the submission of said lands to condominium ownership in accordance with the terms and provisions of said Declaration of Condominium, and consents to and agrees to be bound by the terms, conditions and provisions of said Declaration of Condominium.

Signed sealed and delivered in the presence of:

LENDER:

SunTrust Bank

Kristina M. Mack
Signature of 1st Witness

Kristina Mack
Print Name of 1st Witness

Julane Blair
Signature of 2nd Witness

Julane Blair
Print Name of 2nd Witness

By: *[Signature]*
Name:
Title:

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 31st day of May, 2006, by Math Boyd, the Vice President of SunTrust Bank, on behalf of the bank. He/She is personally known to me or has produced _____ as identification.

Kristina M. Mack
NOTARY PUBLIC, State of Florida
My Commission Expires:
(NOTARY SEAL)

Exhibit "A"
to Declaration of Covenants

Survey, Plot Plan and Description

Legal Description:

The South 200 feet of the North 300 feet of Lot 13, of HAWLEY'S SUBDIVISION, according to map or plat thereof recorded in Deed Book "K", Page 275, of the Public Records of Hillsborough County, Florida, LESS the West 630 feet thereof and LESS the right-of-way for Bayshore Boulevard, being more particularly described as follows:

Commence at the Southeast corner of BAYFAIR, according to the plat thereof as recorded in Plat Book 70, Page 17, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, run thence along the East boundary of said BAYFAIR, N 00°05'20" W, 199.87 feet to a point on the North boundary of the aforesaid South 200 feet of the North 300 feet of Lot 13, said point also being the Northeast corner of Lot 5, according to the said plat of BAYFAIR; thence along said North boundary of the South 200 feet of the North 300 feet of Lot 13 of HAWLEY'S SUBDIVISION, N 89°50'28" E, 321.85 feet to a point on the Westerly right-of-way line of BAYSHORE BOULEVARD; thence along said Westerly right-of-way line of BAYSHORE BOULEVARD, S 19°25'03" E, 212.22 feet to a point on the North right-of-way line of WAVERLY AVENUE; thence along said North right-of-way line of WAVERLY AVENUE, S 89°54'35" W, 392.10 feet to the POINT OF BEGINNING.

THE ALAGON ON BAYSHORE, A CONDOMINIUM

SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

LEGAL DESCRIPTION:

DESCRIPTION: The South 200 feet of the North 300 feet of Lot 13, of HAWLEY'S SUBDIVISION, according to map or plat thereof recorded in Deed Book "K", Page 275, of the Public Records of Hillsborough County, Florida, LESS the West 630 feet thereof and LESS the right-of-way for Bayshore Boulevard, being more particularly described as follows:

Commence at the Southeast corner of BAYFAIR, according to the plat thereof as recorded in Plat Book 70, Page 17, of the Public Records of Hillsborough County, Florida, for a POINT OF BEGINNING, run thence along the East boundary of said BAYFAIR, N.00°05'20"W., 199.87 feet to a point on the North boundary of the aforesaid South 200 feet of the North 300 feet of Lot 13, said point also being the Northeast corner of Lot 5, according to said plat of BAYFAIR; thence along said North boundary of the South 200 feet of the North 300 feet of Lot 13 of HAWLEY'S SUBDIVISION, N.89°50'28"E., 321.85 feet to a point on the Westerly right-of-way line of BAYSHORE BOULEVARD; thence along said Westerly right-of-way line of BAYSHORE BOULEVARD, S.19°25'03"E., 212.22 feet to a point on the North right-of-way line of WAVERLY AVENUE; thence along said North right-of-way line of WAVERLY AVENUE, S.89°54'35"W., 392.10 feet to the POINT OF BEGINNING.

Containing 1.640 acres, more or less.

GENERAL NOTES:

- 1) ALL PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT CONTAINED WITHIN INDIVIDUAL CONDOMINIUM UNITS ARE EITHER COMMON ELEMENTS OR LIMITED COMMON ELEMENTS AND ALL PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT CONTAINED WITHIN INDIVIDUAL CONDOMINIUM UNITS OR DESIGNATED AS LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.
- 2) COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CONDUIT, WIRES, OUTLETS, UTILITY LINES, DUCTS, PLUMBING, IRRIGATION SYSTEMS, LIGHTING AND EASEMENTS OF SUPPORT WITHIN THE UNITS HAVE NOT BEEN GRAPHICALLY ILLUSTRATED HEREON.
- 3) ALL COMMON ELEMENTS ARE SUBJECT TO A BLANKET EASEMENT FOR PEDESTRIAN ACCESS, DRAINAGE AND UTILITIES AS PROVIDED IN THE DECLARATION OF CONDOMINIUM.
- 4) ALL ASSIGNED PARKING SPACES, STORAGE UNITS, BALCONIES, COURTYARDS, GARDEN AREAS, DRIVEWAYS AND GARAGES SHALL BE LIMITED COMMON ELEMENTS.
- 5) ALL DISTANCES AS SHOWN HEREON ARE IN FEET AND DECIMAL FEET.
- 6) ALL DISTANCES AS SHOWN HEREON ARE APPROXIMATE.
- 7) ELEVATIONS AS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929.
- 8) THE CEILING ELEVATIONS AS SHOWN HEREON ARE THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE OF THE CONCRETE SLAB.
- 9) THE FINISHED FLOOR ELEVATIONS AS SHOWN HEREON ARE THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE OF THE CONCRETE SLAB.
- 10) UNDERGROUND IMPROVEMENTS NOT LOCATED OR SHOWN.

UNIT DATA

- 27 - RESIDENTIAL UNITS (9 FLOORS WITH 3 UNITS)
- 16 - RESIDENTIAL UNITS (8 FLOORS WITH 2 UNITS)
- 4 - PENTHOUSE UNITS (4 FLOORS WITH 1 UNIT)
- 3 - TOWNHOMES (2 STORY)
- 50 - TOTAL UNITS

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SITE PLAN	SHEET 3
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FLOOR 2 (FLOOR PLAN)	SHEET 5
FLOOR 3 (FLOOR PLAN)	SHEET 6
FLOORS 4 THROUGH 11 (FLOOR PLAN)	SHEET 7
FLOOR 12 (FLOOR PLAN)	SHEET 8
FLOORS 14 THROUGH 19 (FLOOR PLAN)	SHEET 9
FLOOR 20 (FLOOR PLAN)	SHEET 10
FLOOR 21 (FLOOR PLAN)	SHEET 11
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TOWNHOMES FIRST FLOOR (FLOOR PLAN)	SHEET 13
TOWNHOMES SECOND FLOOR (FLOOR PLAN)	SHEET 14

SURVEYOR'S CERTIFICATE

I, Don H. Rizzuto, the undersigned professional Surveyor and Mapper authorized to practice in the State of Florida in compliance with Section 718.104 (4) (e), Florida Statutes, do hereby certify that this plat of The Alagon on Bayshore, a Condominium, together with the provisions of the Declaration that describe the condominium property, is an accurate representation of the location and dimensions of the proposed improvements, and that the identification, location and dimensions of the Common Elements and of each unit can be determined therefrom, and that the construction of floors 1-17 are substantially complete. Further, all planned improvements including but not limited to landscaping, utility services and access to the units and common-element facilities serving the building in which the units to be completed are located have been substantially completed.

Unless it bears the the signature and the original raised seal of the Florida licensed surveyor and mapper this drawing, sketch, plot or map is for informational purposes only and is not valid.

6-12-06
 DATE

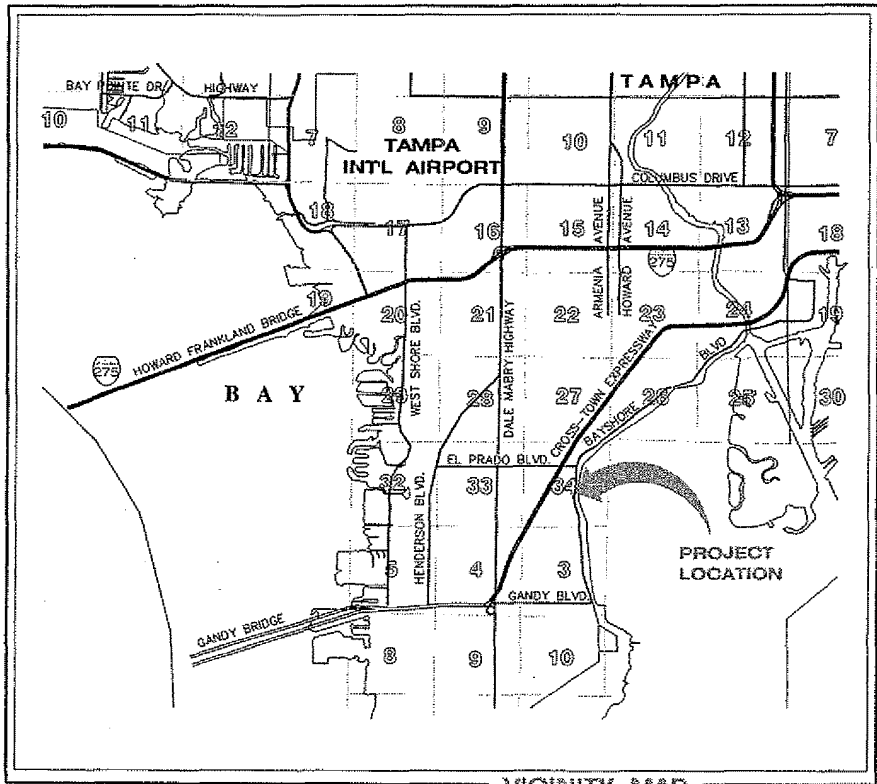
Don H. Rizzuto
 DAN H. RIZZUTO
 PROFESSIONAL LAND SURVEYOR NO. 5227
 STATE OF FLORIDA

POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 18850 U.S. HWY 19 N. SUITE 500
 CLEARWATER, FLORIDA 33764
 (727) 524-6500

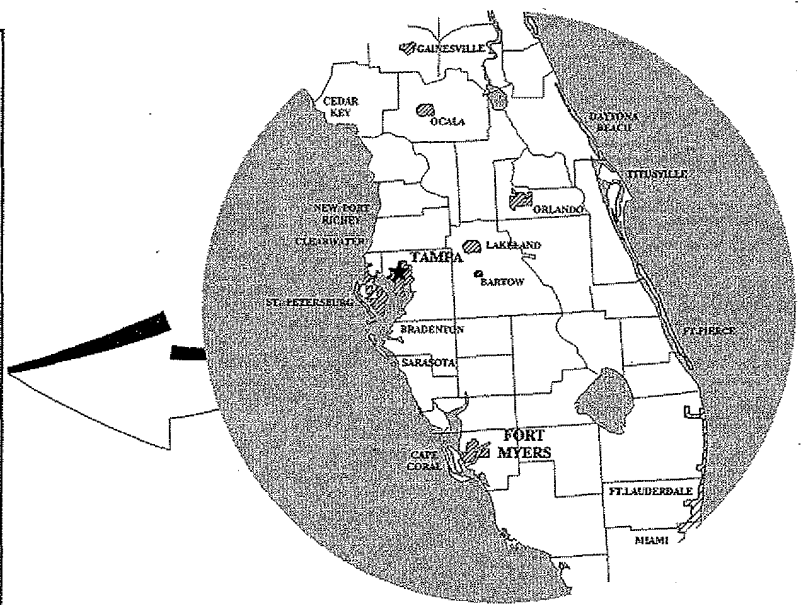
EXHIBIT "A" - DECLARATION OF THE ALAGON ON BAYSHORE, A CONDOMINIUM

THE ALAGON ON BAYSHORE, A CONDOMINIUM

SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA



VICINITY MAP
HILLSBOROUGH COUNTY, FLORIDA
SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST
NOT TO SCALE

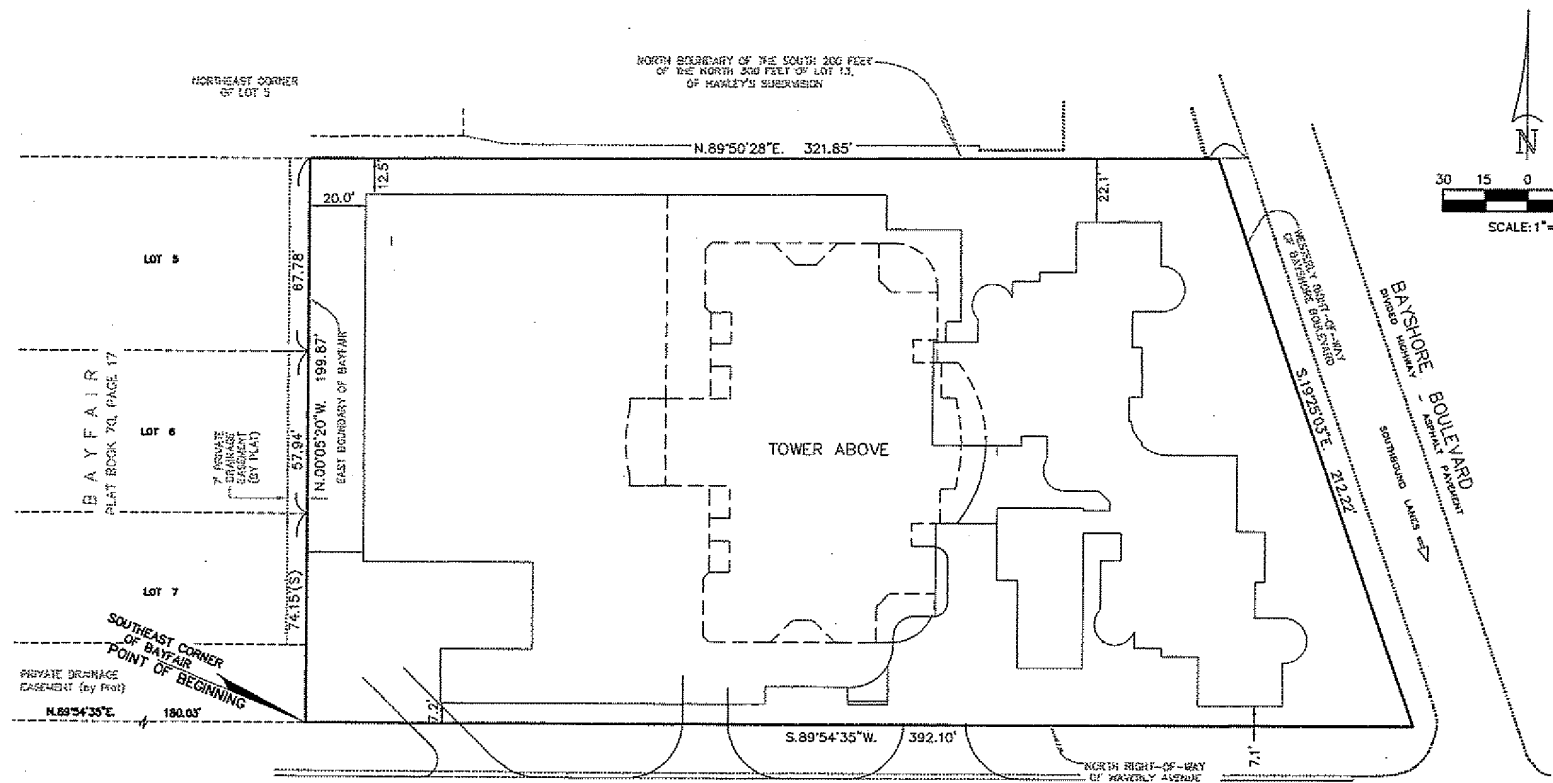


LOCATION MAP

POLARIS ASSOCIATES INC.
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(727) 524-6500

THE ALAGON ON BAYSHORE, A CONDOMINIUM

SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA



FLOOR NUMBER: ELEVATES THE 13TH FLOOR	UNIT NUMBERS	FINISHED FLOOR ELEVATION	CEILING ELEVATION
FLOOR 26	ELEVATOR		
FLOOR 25	MACHINE ROOM		
FLOOR 24	2401		
FLOOR 23	2301		
FLOOR 22	2201		
FLOOR 21	2101		
FLOOR 20	2001 - 2002		
FLOOR 19	1901 - 1902		
FLOOR 18	1801 - 1802		
FLOOR 17	1701 - 1702	169.04	178.04
FLOOR 16	1601 - 1602	159.13	168.13
FLOOR 15	1501 - 1502	149.19	158.19
FLOOR 14	1401 - 1402	139.14	148.14
FLOOR 12	1201 - 1202	128.25	138.25
FLOOR 11	1101 - 1103	117.34	126.34
FLOOR 10	1001 - 1003	107.54	116.54
FLOOR 9	901 - 903	97.68	106.68
FLOOR 8	801 - 803	87.83	96.83
FLOOR 7	701 - 703	77.98	86.98
FLOOR 6	601 - 603	68.17	77.17
FLOOR 5	501 - 503	58.34	67.34
FLOOR 4	401 - 403	48.48	57.48
FLOOR 3	301 - 303	38.70	47.70
FLOOR 2	ADMITTANCE/POOL	28.39	37.45
FLOOR 1	LOBBY/PARKING	10.64	25.54

- LEGEND:**
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR - Trash
 - 4) MECH. - Mechanical

SEE SHEET 1 FOR
GENERAL NOTES

SITE PLAN

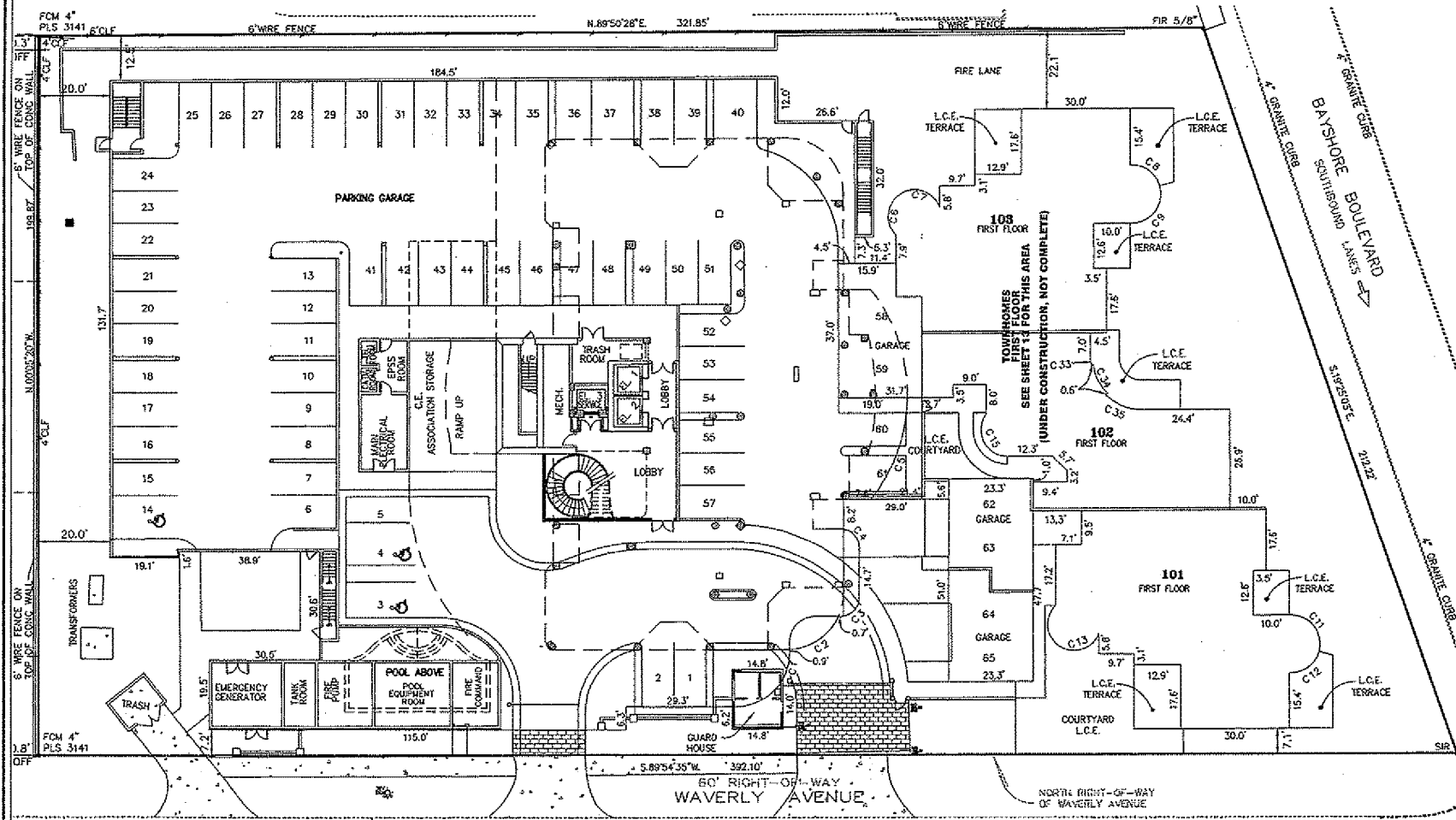
POLARIS ASSOCIATES INC.

PROFESSIONAL SURVEYING LB 6113
18850 U.S. HWY 19 N. SUITE 500
CLEARWATER, FLORIDA 33764
(727) 524-6500

EXHIBIT "A" -- DECLARATION OF THE ALAGON ON BAYSHORE, A CONDOMINIUM

THE ALAGON ON BAYSHORE, A CONDOMINIUM

SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA



FLOOR NUMBER	UNIT NUMBERS	FINISHED FLOOR ELEVATION	CEILING ELEVATION
FLOOR 26	ELEVATOR MACHINE ROOM		
FLOOR 25	2401		
FLOOR 24	2301		
FLOOR 23	2201		
FLOOR 22	2101		
FLOOR 21	2001 - 2002		
FLOOR 19	1801 - 1802	185.04	178.04
FLOOR 18	1701 - 1702	185.13	178.13
FLOOR 17	1601 - 1602	185.15	178.15
FLOOR 16	1501 - 1502	185.14	178.14
FLOOR 15	1401 - 1402	185.24	178.24
FLOOR 14	1301 - 1302	185.34	178.34
FLOOR 13	1201 - 1202	185.44	178.44
FLOOR 12	1101 - 1103	185.54	178.54
FLOOR 11	1001 - 1003	185.64	178.64
FLOOR 10	901 - 903	185.74	178.74
FLOOR 9	801 - 803	185.84	178.84
FLOOR 8	701 - 703	185.94	178.94
FLOOR 7	601 - 603	186.04	179.04
FLOOR 6	501 - 503	186.14	179.14
FLOOR 5	401 - 403	186.24	179.24
FLOOR 4	301 - 303	186.34	179.34
FLOOR 3	201 - 203	186.44	179.44
FLOOR 2	AMENITIES LOBBY/POOL	25.39	37.65
FLOOR 1	LOBBY/PARKING	10.64	28.84

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
1	15.00	20°34'06"	7.48	3.02	7.40	N.141°13'52"E
2	15.50	63°34'45"	17.20	9.61	16.33	N.53°00'12"E
3	5.00	90°00'00"	7.85	5.00	7.07	N.44°54'35"E
4	5.00	82°44'21"	7.22	4.40	6.61	N.41°27'55"W
5	45.86	37°28'46"	20.00	15.56	29.47	S.18°53'57"W
6	7.31	102°18'14"	13.06	9.08	11.39	N.06°03'42"E
7	7.31	102°18'14"	13.06	9.08	11.39	S.71°38'05"E
8	8.01	78°04'16"	10.92	6.50	10.10	S.24°33'32"E
9	8.01	108°52'15"	15.23	11.21	13.04	S.38°45'57"E
10	8.01	108°52'15"	15.23	11.21	13.04	S.38°07'35"E
11	8.01	78°04'19"	10.92	6.50	10.10	S.54°20'42"W
12	7.31	102°18'14"	13.06	9.08	11.39	S.71°27'15"W
13	7.31	102°18'14"	13.06	9.08	11.39	N.06°14'32"E
14	7.31	124°48'25"	15.92	13.98	12.98	N.27°28'48"W
15	13.59	39°14'39"	9.17	4.77	8.89	S.28°25'23"E
34	13.59	39°14'39"	9.17	4.77	8.89	S.28°25'23"E
35	14.00	44°06'16"	10.78	5.67	10.51	S.69°02'17"E

- LEGEND:**
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR - Trash
 - 4) MECH. - Mechanical
 - 5) EL. - Elevator
 - 6) SIR - SET IRON ROD 1/2" LB 6113
 - 7) FCM - FOUND CONCRETE MONUMENT
 - 8) FIR - FOUND IRON ROD

SEE SHEET 1 FOR GENERAL NOTES

FLOOR 1

POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 18850 U.S. HWY 19 N. SUITE 500
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 (727) 524-6500

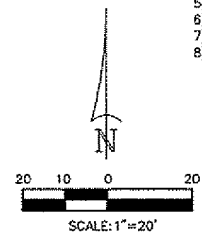
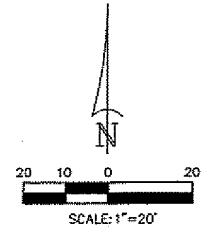
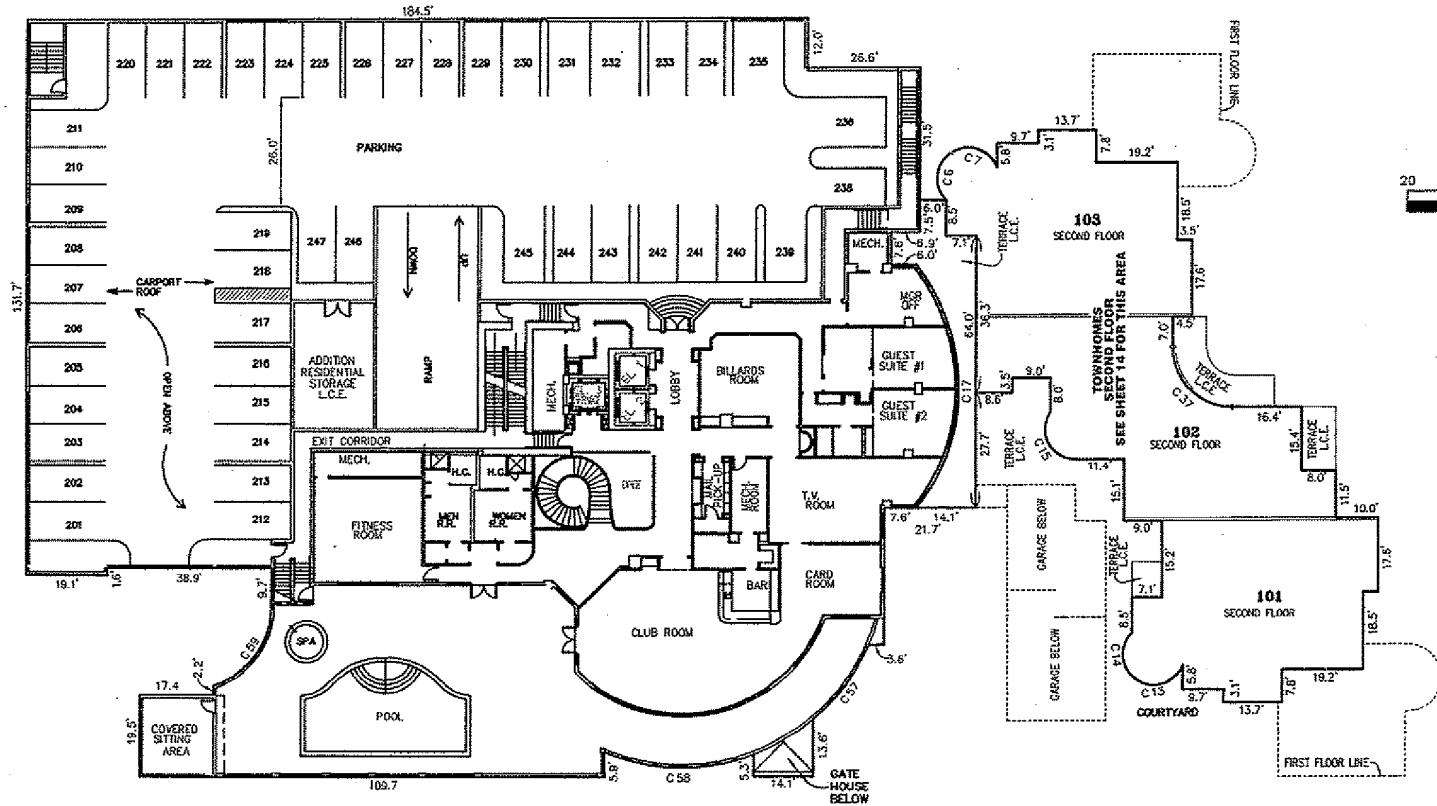


EXHIBIT "A" - DECLARATION OF THE ALAGON ON BAYSHORE, A CONDOMINIUM

THE ALAGON ON BAYSHORE, A CONDOMINIUM

SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA



FLOOR NUMBER	UNIT NUMBERS	FINISHED FLOOR ELEVATION	CEILING ELEVATION
FLOOR 28	APARTMENT		
FLOOR 25	REPAIR MACHINE ROOM		
FLOOR 24	2401		
FLOOR 23	2301		
FLOOR 22	2203		
FLOOR 21	2101		
FLOOR 20	2001 - 2002		
FLOOR 19	1901 - 1902		
FLOOR 18	1801 - 1802		
FLOOR 17	1701 - 1702	109.04	175.04
FLOOR 16	1601 - 1602	109.13	168.13
FLOOR 15	1501 - 1502	109.15	158.15
FLOOR 14	1401 - 1402	109.14	148.14
FLOOR 12	1201 - 1202	109.14	138.14
FLOOR 11	1101 - 1103	109.14	128.14
FLOOR 10	1001 - 1003	109.14	118.14
FLOOR 9	901 - 903	97.58	106.58
FLOOR 8	801 - 803	87.53	96.53
FLOOR 7	701 - 703	77.53	86.53
FLOOR 6	601 - 603	68.17	77.17
FLOOR 5	501 - 503	58.34	67.34
FLOOR 4	401 - 403	48.46	57.46
FLOOR 3	301 - 303	38.70	47.70
FLOOR 2	MECHS/LOBBY/POOL	28.59	37.85
FLOOR 1	LOBBY/PARKING	19.64	28.54

- LEGEND:**
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR - Trash
 - 4) MECH. - Mechanical
 - 5) EL - Elevator

CURVE DATA TABLE

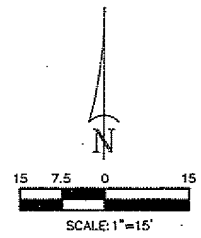
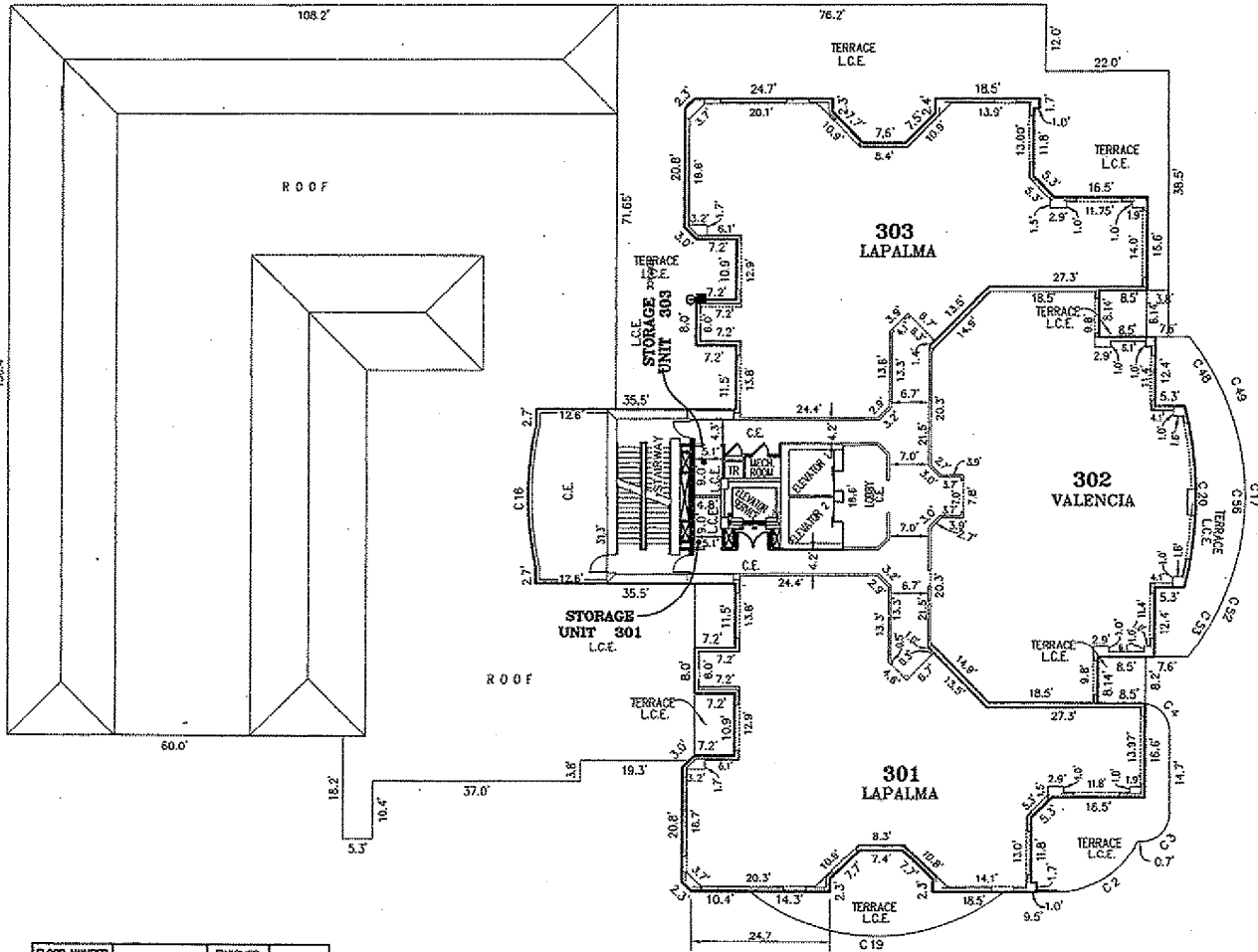
NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
6	7.31	502°18'14"	13.06	9.08	11.35	N.06°03'42"E
7	7.31	502°18'14"	13.06	9.08	11.35	S.71°38'05"E
13	7.31	502°18'14"	13.06	9.08	11.35	S.71°27'15"W
14	7.31	502°18'14"	13.06	9.08	11.35	N.05°14'25"W
15	7.31	124°46'25"	15.92	13.98	12.95	N.27°35'45"W
17	45.85	77°27'31"	62.00	36.78	57.59	S.00°05'25"E
37	14.00	90°00'00"	21.99	14.00	19.80	S.45°05'25"E
57	47.88	26°34'44"	22.21	11.31	22.01	S.35°17'30"W
58	47.88	42°59'00"	35.92	18.85	35.09	N.89°16'22"W
59	20.24	72°17'09"	25.54	14.76	23.86	S.34°54'13"W

FLOOR 2

POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
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 (727) 524-6500

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THE ALAGON ON BAYSHORE, A CONDOMINIUM
SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA



FLOOR NUMBER	UNIT NUMBERS	FINISHED FLOOR ELEVATION	CEILING ELEVATION
FLOOR 26	BEVOTR		
FLOOR 25	MAJORE ROOM		
FLOOR 24	2401		
FLOOR 23	2301		
FLOOR 22	2201		
FLOOR 21	2101		
FLOOR 20	2001 - 2002		
FLOOR 19	1901 - 1902		
FLOOR 18	1801 - 1802		
FLOOR 17	1701 - 1702	168.04	172.04
FLOOR 16	1601 - 1602	169.13	169.13
FLOOR 15	1501 - 1502	169.15	168.15
FLOOR 14	1401 - 1402	138.14	148.14
FLOOR 12	1201 - 1202	128.72	132.72
FLOOR 11	1101 - 1103	117.34	126.34
FLOOR 10	1001 - 1003	107.54	116.54
FLOOR 9	901 - 903	97.68	106.68
FLOOR 8	801 - 803	87.85	96.85
FLOOR 7	701 - 703	77.98	86.98
FLOOR 6	601 - 603	68.17	77.17
FLOOR 5	501 - 503	58.34	67.34
FLOOR 4	401 - 403	48.48	57.48
FLOOR 3	301 - 303	38.70	47.70
FLOOR 2	MECHANICAL/POOL	28.39	37.65
FLOOR 1	LOBBY/PARKING	10.64	25.54

- LEGEND:**
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR- Trash
 - 4) MECH. - Mechanical

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
2	15.50	83°34'48"	17.20	9.61	16.33	N58°40'12"E
3	5.00	90°00'00"	7.65	5.00	7.07	N44°34'35"E
4	5.00	82°44'21"	7.22	4.40	6.61	N41°27'35"W
16	59.18	28°22'50"	26.21	13.33	26.00	N00°05'25"W
17	45.86	77°27'31"	62.00	36.78	57.39	S00°05'25"E
19	36.00	77°58'25"	48.98	29.11	45.27	S89°54'35"W
20	66.28	28°29'51"	32.95	16.83	32.62	S00°05'25"E
48	45.86	17°53'36"	14.32	7.22	14.28	S23°15'22"E
49	45.86	02°12'44"	1.77	0.88	1.77	S19°30'17"E
52	45.86	02°12'44"	1.77	0.88	1.77	S19°38'22"W
53	45.86	17°53'36"	14.32	7.22	14.28	S20°41'32"W
56	45.86	37°14'51"	29.81	15.45	29.29	S00°05'25"E

SEE SHEET 1 FOR GENERAL NOTES

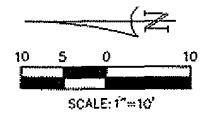
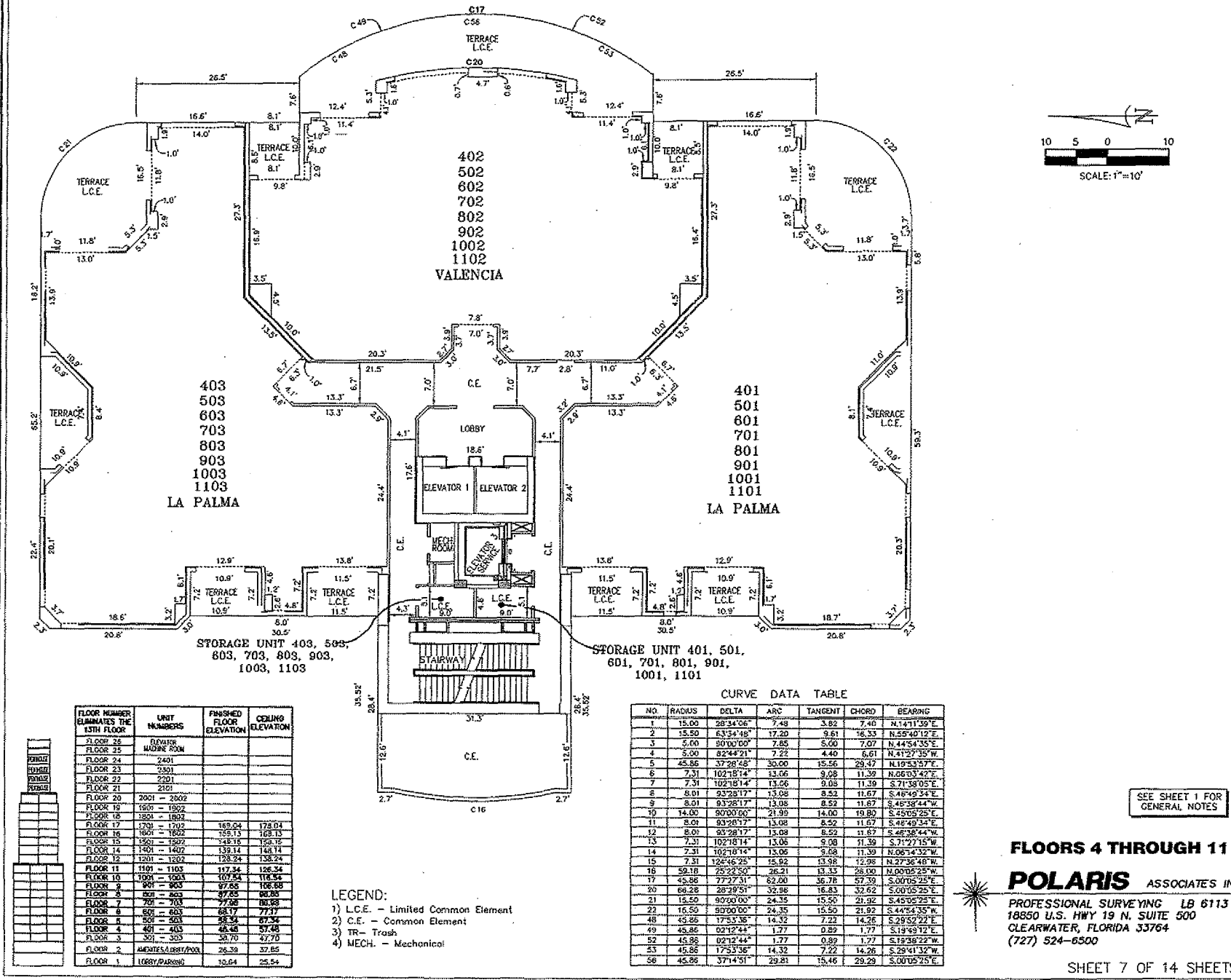
FLOOR 3

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SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA



403
503
603
703
803
903
1003
1103
LA PALMA

402
502
602
702
802
902
1002
1102
VALENCIA

401
501
601
701
801
901
1001
1101
LA PALMA

STORAGE UNIT 403, 503,
603, 703, 803, 903,
1003, 1103

STORAGE UNIT 401, 501,
601, 701, 801, 901,
1001, 1101

CURVE DATA TABLE

NO	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
1	15.00	28°34'06"	7.48	3.82	7.40	N.14°11'39"E
2	15.80	63°54'48"	17.20	9.61	16.33	N.58°40'12"E
3	5.00	90°00'00"	7.85	5.00	7.07	N.44°54'35"E
4	5.00	82°44'21"	7.22	4.40	6.61	N.41°27'35"W
5	45.86	37°28'48"	30.00	15.56	29.47	N.19°53'57"E
6	7.31	102°18'14"	13.06	9.08	11.39	N.06°03'47"E
7	7.31	102°18'14"	13.06	9.08	11.39	S.71°30'05"E
8	5.01	25°28'17"	13.08	8.52	11.67	S.48°40'34"E
9	8.01	93°28'17"	13.08	8.52	11.67	S.48°38'44"W
10	14.00	90°00'00"	21.99	14.00	19.80	S.48°05'25"E
11	8.01	93°28'17"	13.08	8.52	11.67	S.48°40'34"E
12	8.01	93°28'17"	13.08	8.52	11.67	S.48°38'44"W
13	7.31	102°18'14"	13.06	9.08	11.39	S.71°30'05"E
14	7.31	102°18'14"	13.06	9.08	11.39	N.06°03'47"E
15	7.31	124°46'25"	18.92	13.98	12.98	N.27°36'48"W
16	59.18	25°22'50"	38.21	13.33	28.00	N.00°05'25"W
17	45.86	77°27'31"	62.80	36.78	57.39	S.00°05'25"E
20	69.28	28°39'51"	32.58	16.83	32.62	S.00°05'25"E
21	15.50	90°00'00"	24.35	15.50	21.92	S.44°55'25"E
22	15.50	90°00'00"	24.35	15.50	21.92	S.44°55'25"W
48	45.86	17°53'36"	14.32	7.22	14.26	S.29°52'22"E
49	45.86	02°12'44"	1.77	0.89	1.77	S.19°49'12"E
52	45.86	02°12'44"	1.77	0.89	1.77	S.19°38'22"W
53	45.86	17°53'36"	14.32	7.22	14.26	S.29°41'32"W
58	45.86	37°14'51"	29.81	15.46	29.29	S.00°05'25"E

FLOOR NUMBER	UNIT NUMBERS	FINISHED FLOOR ELEVATION	CEILING ELEVATION
FLOOR 26	REAR PORCH		
FLOOR 25	MECHANICAL ROOM		
FLOOR 24	2401		
FLOOR 23	2301		
FLOOR 22	2201		
FLOOR 21	2101		
FLOOR 20	2001 - 2002		
FLOOR 19	1901 - 1902		
FLOOR 18	1801 - 1802		
FLOOR 17	1701 - 1702	169.04	178.04
FLOOR 16	1601 - 1602	169.13	169.13
FLOOR 15	1501 - 1502	169.15	169.15
FLOOR 14	1401 - 1402	139.14	148.14
FLOOR 13	1301 - 1302	128.24	138.24
FLOOR 12	1201 - 1202	128.24	138.24
FLOOR 11	1101 - 1103	117.34	126.34
FLOOR 10	1001 - 1003	107.34	116.34
FLOOR 9	901 - 903	97.85	106.85
FLOOR 8	801 - 803	87.85	96.85
FLOOR 7	701 - 703	77.86	86.86
FLOOR 6	601 - 603	68.17	77.17
FLOOR 5	501 - 503	58.54	67.54
FLOOR 4	401 - 403	48.48	57.48
FLOOR 3	301 - 303	38.70	47.70
FLOOR 2	MECHANICAL ROOM	26.39	37.85
FLOOR 1	LOBBY/PARKING	10.64	25.54

- LEGEND:**
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR - Trash
 - 4) MECH. - Mechanical

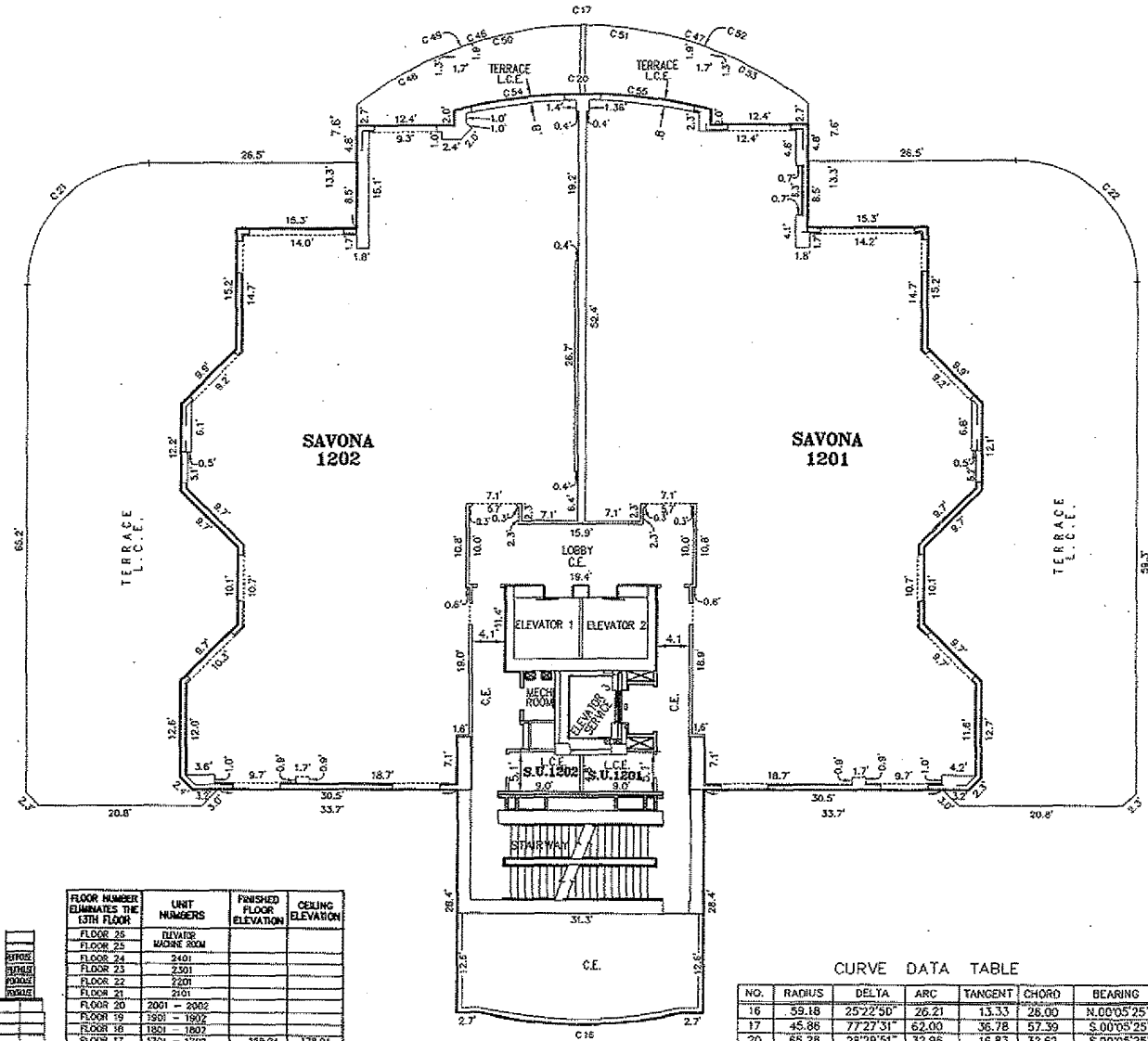
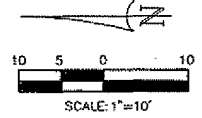
SEE SHEET 1 FOR GENERAL NOTES

FLOORS 4 THROUGH 11
POLARIS ASSOCIATES INC.
PROFESSIONAL SURVEYING LB 6113
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CLEARWATER, FLORIDA 33764
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EXHIBIT "A" - DECLARATION OF THE ALAGON ON BAYSHORE, A CONDOMINIUM

THE ALAGON ON BAYSHORE, A CONDOMINIUM

SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA



FLOOR NUMBER	UNIT NUMBERS	FINISHED FLOOR ELEVATION	CEILING ELEVATION
FLOOR 25	DELIVER MACHINE ROOM		
FLOOR 25	2401		
FLOOR 24	2401		
FLOOR 23	2301		
FLOOR 22	2201		
FLOOR 21	2101		
FLOOR 20	2001 - 2002		
FLOOR 19	1901 - 1902		
FLOOR 18	1801 - 1802	105.04	106.04
FLOOR 17	1701 - 1702	103.73	104.73
FLOOR 16	1601 - 1602	102.43	103.43
FLOOR 15	1501 - 1502	101.13	102.13
FLOOR 14	1401 - 1402	100.14	101.14
FLOOR 13	1301 - 1302	100.24	101.24
FLOOR 12	1201 - 1202	117.34	118.34
FLOOR 11	1101 - 1102	107.64	108.64
FLOOR 10	1001 - 1002	97.88	98.88
FLOOR 9	901 - 902	87.88	88.88
FLOOR 8	801 - 802	77.88	78.88
FLOOR 7	701 - 702	67.88	68.88
FLOOR 6	601 - 602	57.88	58.88
FLOOR 5	501 - 502	47.88	48.88
FLOOR 4	401 - 402	37.88	38.88
FLOOR 3	301 - 302	27.88	28.88
FLOOR 2	201 - 202	17.88	18.88
FLOOR 1	101 - 102	7.88	8.88

LEGEND:
 1) L.C.E. - Limited Common Element
 2) C.E. - Common Element
 3) TR - Trash
 4) MECH. - Mechanical

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
16	59.18	25°22'50"	26.21	13.33	26.00	N.00°05'25"W
17	45.86	77°27'31"	62.00	36.78	57.39	S.00°05'25"E
20	66.28	28°29'51"	32.96	16.83	32.62	S.00°05'25"E
21	15.50	90°00'00"	24.35	15.50	21.92	S.44°54'35"W
22	15.50	90°00'00"	24.35	15.50	21.92	S.44°54'35"W
46	45.86	38°19'57"	30.68	15.94	30.11	S.18°39'12"E
47	45.86	38°19'57"	30.68	15.94	30.11	S.18°39'12"E
48	45.86	17°53'36"	14.32	7.22	14.26	S.23°52'22"E
49	45.86	02°12'44"	1.77	0.89	1.77	S.09°48'12"E
50	45.86	18°13'36"	14.59	7.36	14.53	S.08°35'02"E
51	45.86	18°13'36"	14.59	7.36	14.53	S.08°35'12"W
52	45.86	02°12'44"	1.77	0.89	1.77	S.19°38'22"W
53	45.86	17°53'36"	14.32	7.22	14.26	S.29°41'30"W
54	66.28	13°58'24"	16.16	8.11	16.12	S.07°20'33"E
55	66.28	13°58'24"	16.16	8.13	16.12	S.07°09'43"W

SEE SHEET 1 FOR GENERAL NOTES

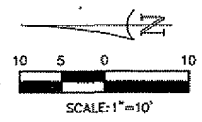
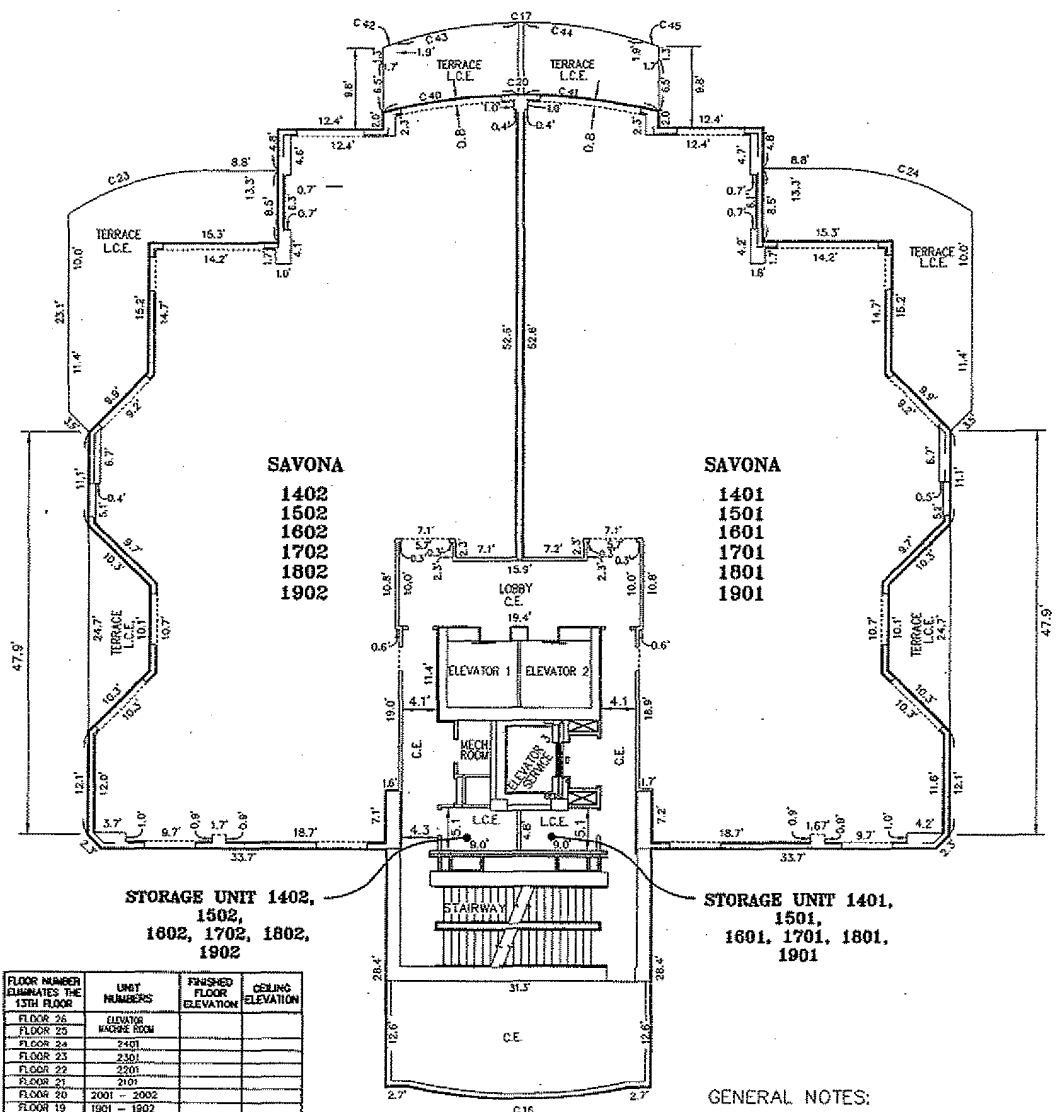
FLOOR 12

POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 18850 U.S. HWY 19 N. SUITE 500
 CLEARWATER, FLORIDA 33764
 (727) 524-6500

EXHIBIT "A" - DECLARATION OF THE ALAGON ON BAYSHORE, A CONDOMINIUM

THE ALAGON ON BAYSHORE, A CONDOMINIUM

SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

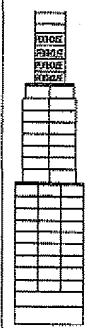


CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
16	59.18	25°22'50"	26.21	13.33	28.00	N.00°05'25" W.
17	45.86	77°27'31"	62.00	36.78	57.39	S.00°05'25" E.
20	66.28	28°29'51"	32.96	16.83	32.62	S.00°05'25" E.
23	30.48	31°55'50"	16.98	8.72	16.77	S.17°31'58" E.
24	30.48	31°55'50"	16.98	8.72	16.77	S.17°21'08" W.
40	88.28	13°58'25"	16.16	8.12	16.12	S.07°10'05" E.
43	88.28	13°58'25"	16.16	8.12	16.12	S.07°10'16" W.
42	45.86	02°12'44"	1.77	0.89	1.77	S.19°49'12" E.
43	45.86	18°13'36"	14.50	7.36	14.53	S.09°38'27" E.
44	45.86	18°13'36"	14.50	7.36	14.53	S.09°25'12" W.
45	45.86	02°12'44"	1.77	0.89	1.77	S.19°38'22" W.

**STORAGE UNIT 1402,
1502,
1602, 1702, 1802,
1902**

**STORAGE UNIT 1401,
1501,
1601, 1701, 1801,
1901**



FLOOR NUMBER ENUMERATES THE 13TH FLOOR	UNIT NUMBERS	FINISHED FLOOR ELEVATION	CEILING ELEVATION
FLOOR 26	CLIMATE MAINT. ROOM		
FLOOR 25			
FLOOR 24	2401		
FLOOR 23	2301		
FLOOR 22	2201		
FLOOR 21	2101		
FLOOR 20	2001 - 2002		
FLOOR 19	1901 - 1902		
FLOOR 18	1801 - 1802		
FLOOR 17	1701 - 1702	169.04	170.04
FLOOR 16	1601 - 1602	168.13	168.13
FLOOR 15	1501 - 1502	146.76	148.15
FLOOR 14	1401 - 1402	139.34	140.74
FLOOR 13	1301 - 1302	129.24	130.74
FLOOR 11	1101 - 1103	117.34	126.34
FLOOR 10	1001 - 1003	107.54	116.54
FLOOR 9	901 - 903	97.66	106.66
FLOOR 8	801 - 803	87.85	96.85
FLOOR 7	701 - 703	77.98	86.98
FLOOR 6	601 - 603	68.17	77.17
FLOOR 5	501 - 503	58.34	67.34
FLOOR 4	401 - 403	48.48	57.48
FLOOR 3	301 - 303	38.70	47.70
FLOOR 2	AMENITIES/DEBRIS/POOL	28.39	37.85
FLOOR 1	LOBBY/STAIRWAY	10.64	25.54

- LEGEND:**
- 1) L.C.E. - Limited Common Element
 - 2) R.L.C.E. - Residential Limited Common Element
 - 3) C.E. - Common Element
 - 4) TR - Trash
 - 5) MECH. - Mechanical
 - 6) COMM. - Communications

- GENERAL NOTES:**
- 1) INFORMATION AS SHOWN HEREON IS BASED UPON THE ARCHITECTURAL PLANS DATED MAY 28, 2003, AND PREPARED BY SMITH/BARNES ARCHITECTURE, LOCATED AT 815 SOUTH HOWARD AVENUE, TAMPA, FLORIDA, 33606.
 - 2) TRASH ROOM, MECHANICAL ROOM, STAIRWAYS, ELEVATORS, AND LOBBY AREAS AS SHOWN HEREON ARE ALL RESIDENTIAL LIMITED COMMON ELEMENTS.
 - 3) ALL DISTANCES AS SHOWN HEREON ARE IN FEET AND DECIMAL FEET.
 - 4) ALL DISTANCES AS SHOWN HEREON ARE APPROXIMATE.
 - 5) ELEVATIONS AS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929.

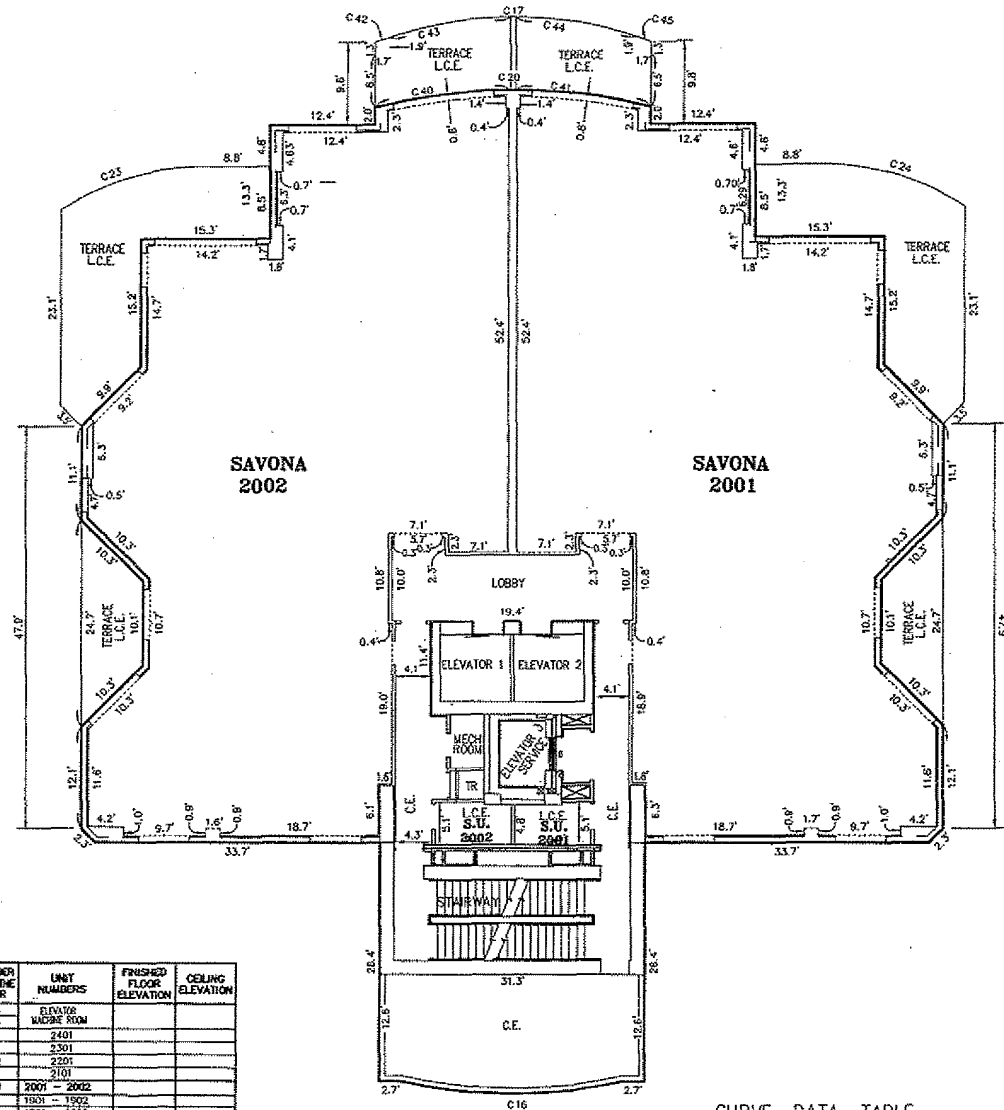
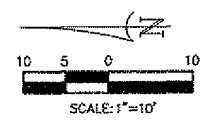
FLOORS 14 THROUGH 19

POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 18850 U.S. HWY 19 N. SUITE 500
 CLEARWATER, FLORIDA 33764
 (727) 524-6500

EXHIBIT "A" - DECLARATION OF THE ALAGON ON BAYSHORE, A CONDOMINIUM

THE ALAGON ON BAYSHORE, A CONDOMINIUM

SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA



FLOOR NUMBER	UNIT NUMBERS	FRESHED FLOOR ELEVATION	CEILING ELEVATION
FLOOR 20	1801 - 1902		
FLOOR 19	1801 - 1902		
FLOOR 18	1801 - 1902		
FLOOR 17	1201 - 1202	189.04	178.04
FLOOR 16	1601 - 1602	188.13	168.13
FLOOR 15	1501 - 1502	188.15	158.15
FLOOR 14	1401 - 1402	188.14	148.14
FLOOR 13	1201 - 1202	178.94	138.94
FLOOR 12	1101 - 1102	117.34	116.34
FLOOR 11	1001 - 1002	107.84	106.84
FLOOR 10	801 - 903	97.89	106.88
FLOOR 9	802 - 803	87.85	96.85
FLOOR 8	701 - 703	77.88	86.88
FLOOR 7	601 - 603	68.17	77.17
FLOOR 6	501 - 503	58.34	67.34
FLOOR 5	401 - 403	48.48	57.48
FLOOR 4	301 - 303	38.70	47.70
FLOOR 3	201 - 203	28.99	37.88
FLOOR 2	1001/2/3/4/5/6/7/8/9/10	26.39	37.88
FLOOR 1	LOBBY/PARKING	18.84	28.84

- LEGEND:**
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR - Trash
 - 4) MECH. - Mechanical
 - 5) S.U. - Storage Unit

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
16	59.18	25°22'50"	26.21	13.33	26.00	N.00°05'25"W.
17	45.86	77°27'31"	62.00	36.78	57.39	S.80°05'25"E.
20	65.28	28°29'51"	32.86	16.83	32.62	S.80°05'25"E.
23	30.48	31°55'50"	16.98	8.72	16.77	S.17°31'58"W.
24	30.48	31°55'50"	16.98	8.72	16.77	S.17°21'08"W.
40	68.28	13°58'25"	18.16	8.12	16.12	S.07°21'08"E.
41	68.28	13°58'25"	18.16	8.12	16.12	S.07°19'18"W.
42	45.86	02°12'44"	1.77	0.89	1.77	S.18°49'12"E.
43	45.86	18°13'36"	14.59	7.36	14.53	S.09°36'17"E.
44	45.86	18°13'36"	14.59	7.36	14.53	S.09°25'12"W.
45	45.86	02°12'44"	1.77	0.89	1.77	S.19°36'22"W.

SEE SHEET 1 FOR GENERAL NOTES

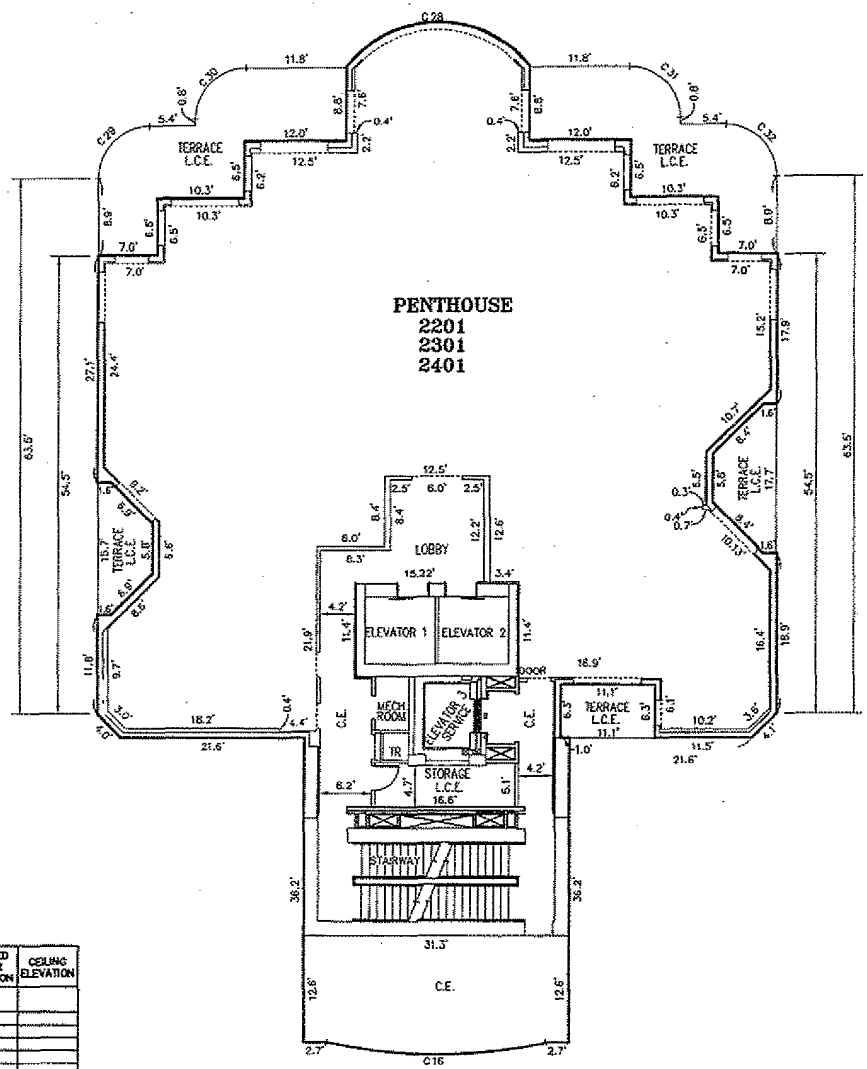
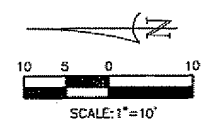
FLOOR 20

POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 18850 U.S. HWY 19 N. SUITE 500
 CLEARWATER, FLORIDA 33764
 (727) 524-6500

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THE ALAGON ON BAYSHORE, A CONDOMINIUM

SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA



FLOOR NUMBER ELIMINATES THE 12TH FLOOR	UNIT NUMBERS	FINISHED FLOOR ELEVATION	CEILING ELEVATION
FLOOR 24	ELEVATOR		
FLOOR 23	MECH. ROOM		
FLOOR 24	2401		
FLOOR 23	2301		
FLOOR 22	2201		
FLOOR 21	2101		
FLOOR 20	2001 - 2002		
FLOOR 19	1901 - 1902		
FLOOR 18	1801 - 1802		
FLOOR 17	1701 - 1702	189.04	178.04
FLOOR 16	1601 - 1602	159.13	168.13
FLOOR 15	1501 - 1502	148.16	158.16
FLOOR 14	1401 - 1402	138.14	148.14
FLOOR 13	1301 - 1302	128.24	138.24
FLOOR 12	1201 - 1202	117.34	128.34
FLOOR 11	1101 - 1102	107.34	118.34
FLOOR 10	1001 - 1002	97.68	108.68
FLOOR 9	901 - 902	87.83	98.83
FLOOR 8	801 - 802	77.88	88.88
FLOOR 7	701 - 702	68.00	79.00
FLOOR 6	601 - 602	58.17	69.17
FLOOR 5	501 - 502	48.34	59.34
FLOOR 4	401 - 402	38.48	49.48
FLOOR 3	301 - 302	28.70	39.70
FLOOR 2	MECH. LOBBY/STAIR	26.39	37.85
FLOOR 1	LOBBY/PARKING	10.64	25.94

- LEGEND:**
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR - Trash
 - 4) MECH. - Mechanical

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
16	59.18	25°22'50"	26.21	13.33	26.00	N.00°05'25"W.
28	13.60	105°16'14"	25.00	17.82	21.62	S.00°05'25"E.
29	6.00	90°00'00"	9.42	6.00	8.49	S.45°05'25"E.
30	6.00	90°00'00"	9.42	6.00	8.49	S.45°05'25"E.
31	6.00	90°00'00"	9.42	6.00	8.49	S.44°54'35"W.
32	6.00	90°00'00"	9.42	6.00	8.49	S.44°54'35"W.

SEE SHEET 1 FOR
GENERAL NOTES

FLOORS 22 THROUGH 24

POLARIS ASSOCIATES INC.

PROFESSIONAL SURVEYING LB 6113
18850 U.S. HWY 19 N. SUITE 500
CLEARWATER, FLORIDA 33764
(727) 524-6500

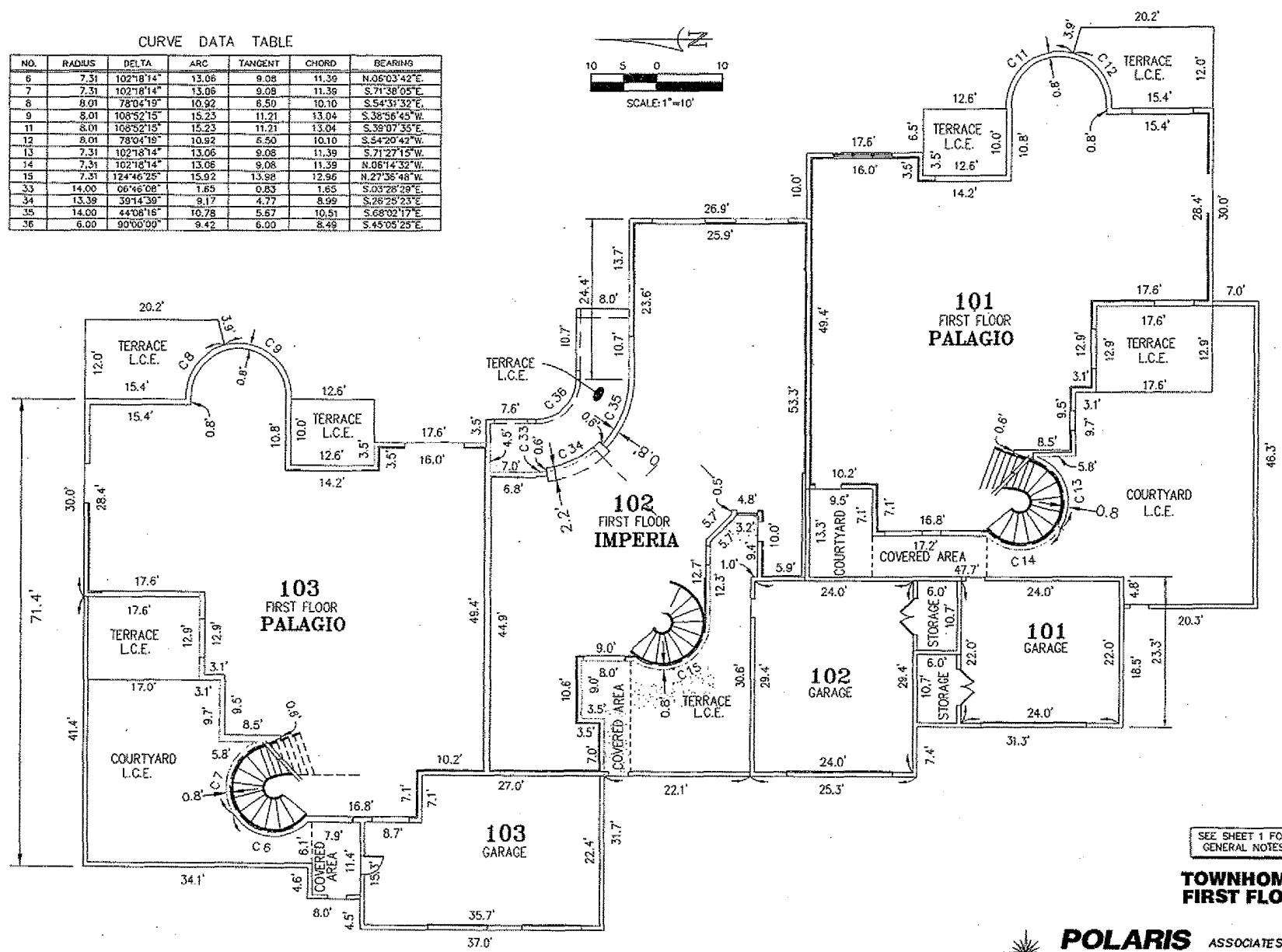
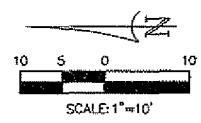
EXHIBIT "A" - DECLARATION OF THE ALAGON ON BAYSHORE, A CONDOMINIUM

THE ALAGON ON BAYSHORE, A CONDOMINIUM

SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
6	7.31	102°18'14"	13.06	9.08	11.39	N.06°03'42"E.
7	7.31	102°18'14"	13.06	9.08	11.39	S.71°38'05"E.
8	8.01	78°04'19"	10.92	8.50	10.10	S.54°31'32"E.
9	8.01	108°52'15"	15.23	11.21	13.04	S.38°56'45"W.
11	8.01	108°52'15"	15.23	11.21	13.04	S.39°07'35"E.
12	8.01	78°04'19"	10.92	8.50	10.10	S.54°20'42"W.
13	7.31	102°18'14"	13.06	9.08	11.39	S.71°27'15"W.
14	7.31	102°18'14"	13.06	9.08	11.39	N.06°14'32"W.
15	7.31	124°16'25"	15.92	13.88	12.86	N.27°38'48"W.
33	14.00	06°46'08"	1.65	0.83	1.65	S.03°28'28"E.
34	13.39	39°14'30"	9.17	4.77	8.99	S.26°25'23"E.
35	14.00	44°08'16"	10.78	5.67	10.51	S.68°02'17"E.
36	6.00	90°00'00"	9.42	6.00	8.48	S.45°05'25"E.



- LEGEND:**
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR - Trash
 - 4) MECH. - Mechanical
 - 5) A/C - Air Conditioner Pad

11.4' - PROPOSED FIRST FLOOR FINISHED FLOOR ELEVATION

SEE SHEET 1 FOR GENERAL NOTES

TOWNHOMES FIRST FLOOR

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 PROFESSIONAL SURVEYING LB 6113
 18850 U.S. HWY 19 N, SUITE 500
 CLEARWATER, FLORIDA 33764
 (727) 524-6500

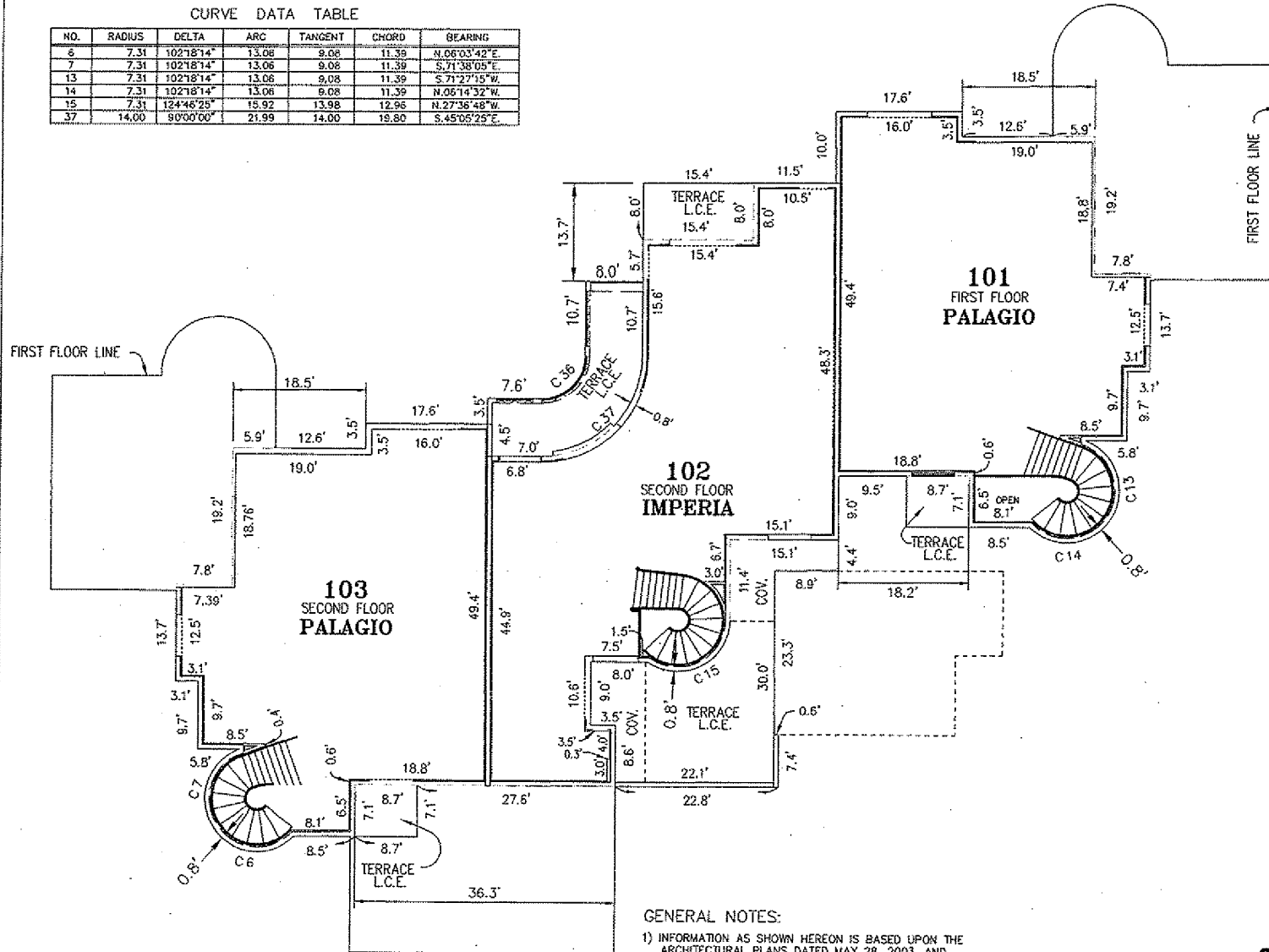
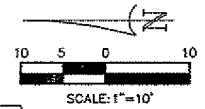
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THE ALAGON ON BAYSHORE, A CONDOMINIUM

SECTION 34, TOWNSHIP 29 SOUTH, RANGE 18 EAST, CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
6	7.31	102°18'14"	13.06	9.08	11.39	N.06°03'42"E
7	7.31	102°18'14"	13.06	9.08	11.39	S.71°38'05"E
13	7.31	102°18'14"	13.06	9.08	11.39	S.71°27'15"W
14	7.31	102°18'14"	13.06	9.08	11.39	N.06°14'32"W
15	7.31	124°46'25"	19.92	13.98	12.96	N.27°36'48"W
37	14.00	90°00'00"	21.99	14.00	19.80	S.45°05'25"E



- LEGEND:**
- 1) L.C.E. - Limited Common Element
 - 2) C.E. - Common Element
 - 3) TR - Trash
 - 4) MECH. - Mechanical
 - 5) A/C - Air Conditioner Pad
 - 6) COV. - Covered Area

GENERAL NOTES:

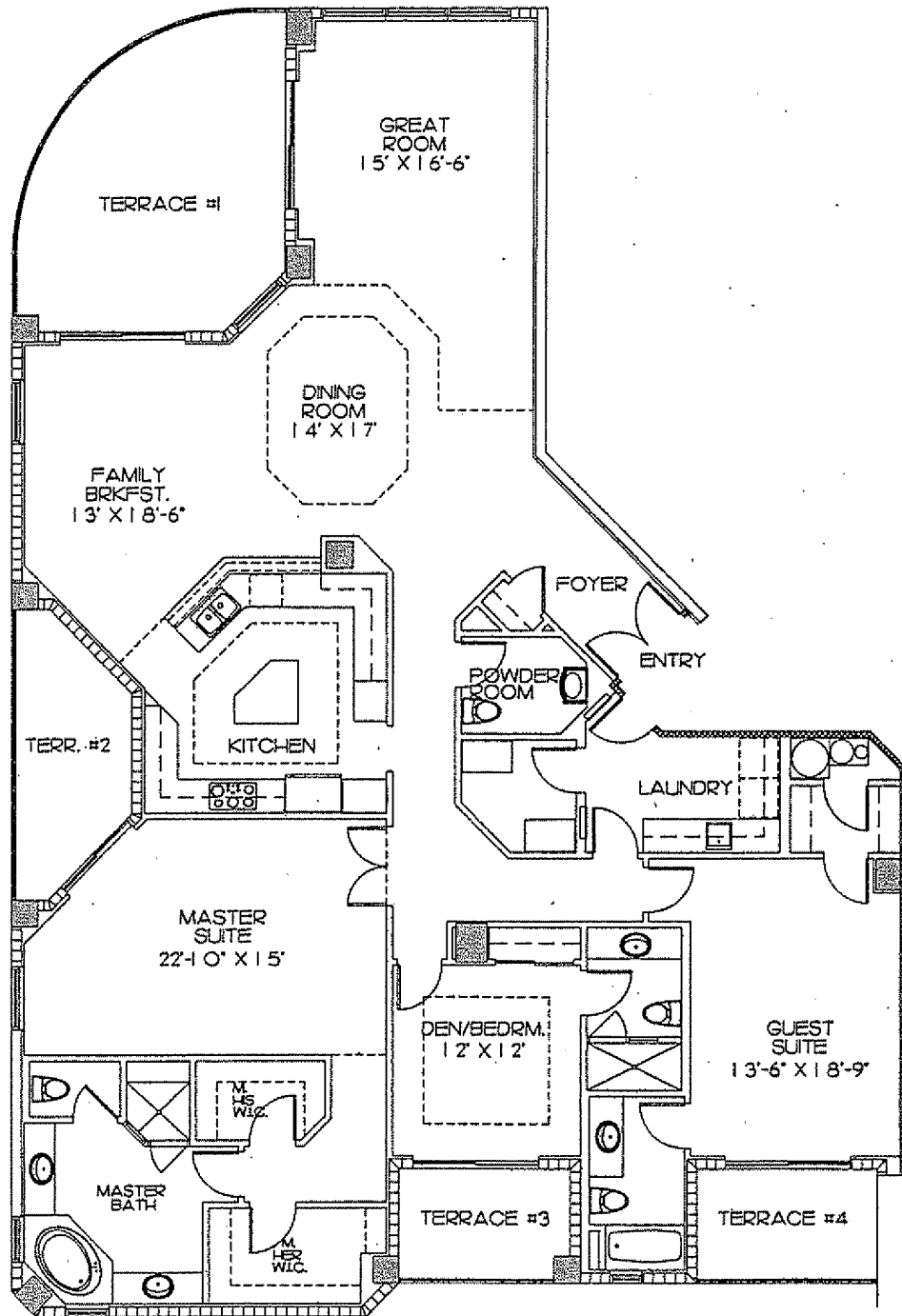
- 1) INFORMATION AS SHOWN HEREON IS BASED UPON THE ARCHITECTURAL PLANS DATED MAY 28, 2003, AND PREPARED BY SMITH/BARNES ARCHITECTURE, LOCATED AT 815 SOUTH HOWARD AVENUE, TAMPA, FLORIDA, 33606.
- 2) TRASH ROOM, MECHANICAL ROOM, STAIRWAYS, ELEVATORS, AND LOBBY AREAS AS SHOWN HEREON ARE ALL RESIDENTIAL LIMITED COMMON ELEMENTS.
- 3) ALL DISTANCES AS SHOWN HEREON ARE IN FEET AND DECIMAL FEET.
- 4) ALL DISTANCES AS SHOWN HEREON ARE APPROXIMATE.
- 5) ELEVATIONS AS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929.

SEE SHEET 1 FOR GENERAL NOTES

**TOWNHOMES
SECOND FLOOR**

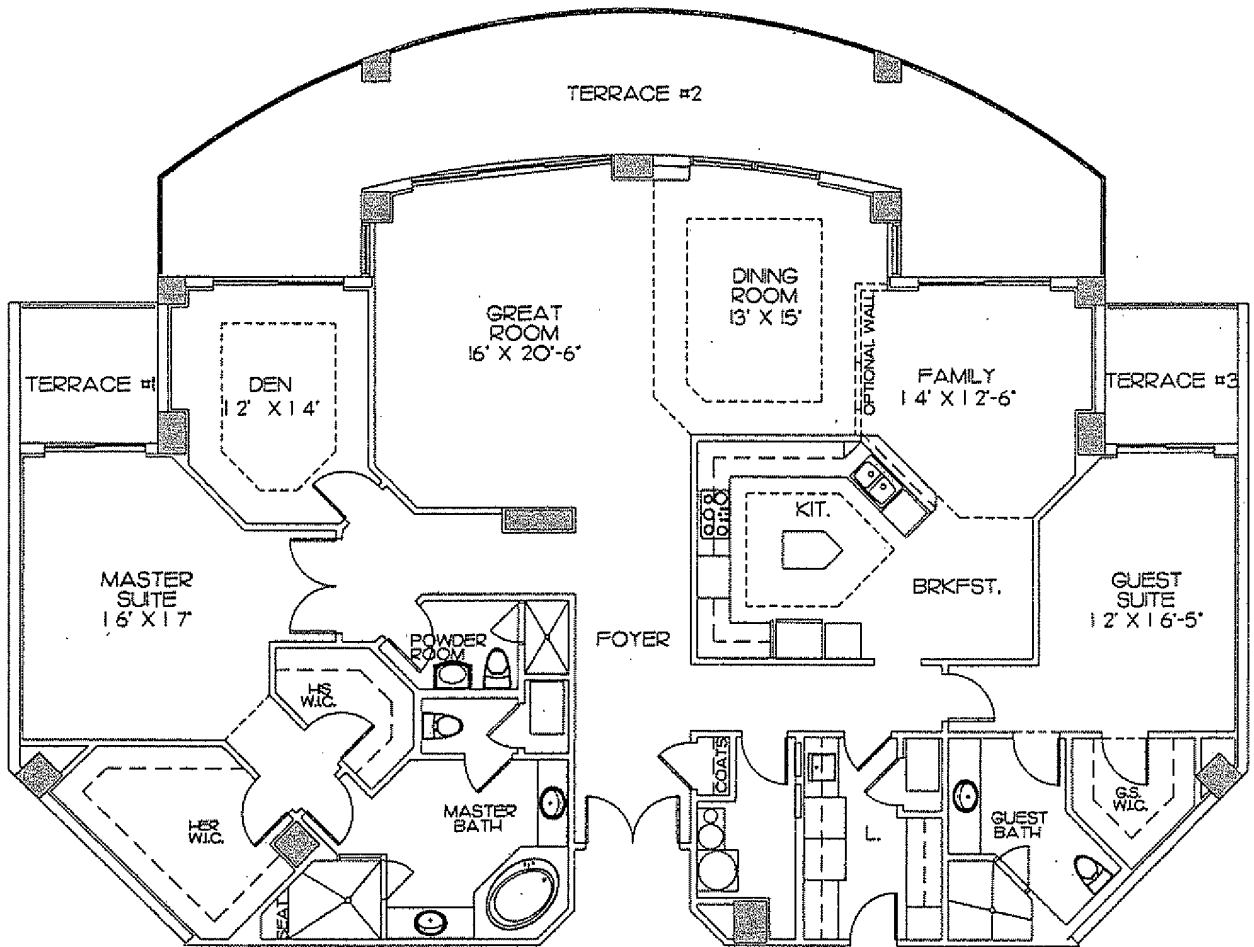
POLARIS ASSOCIATES INC.
 PROFESSIONAL SURVEYING LB 6113
 18850 U.S. HWY 19 N, SUITE 500
 CLEARWATER, FLORIDA 33764
 (727) 524-6500

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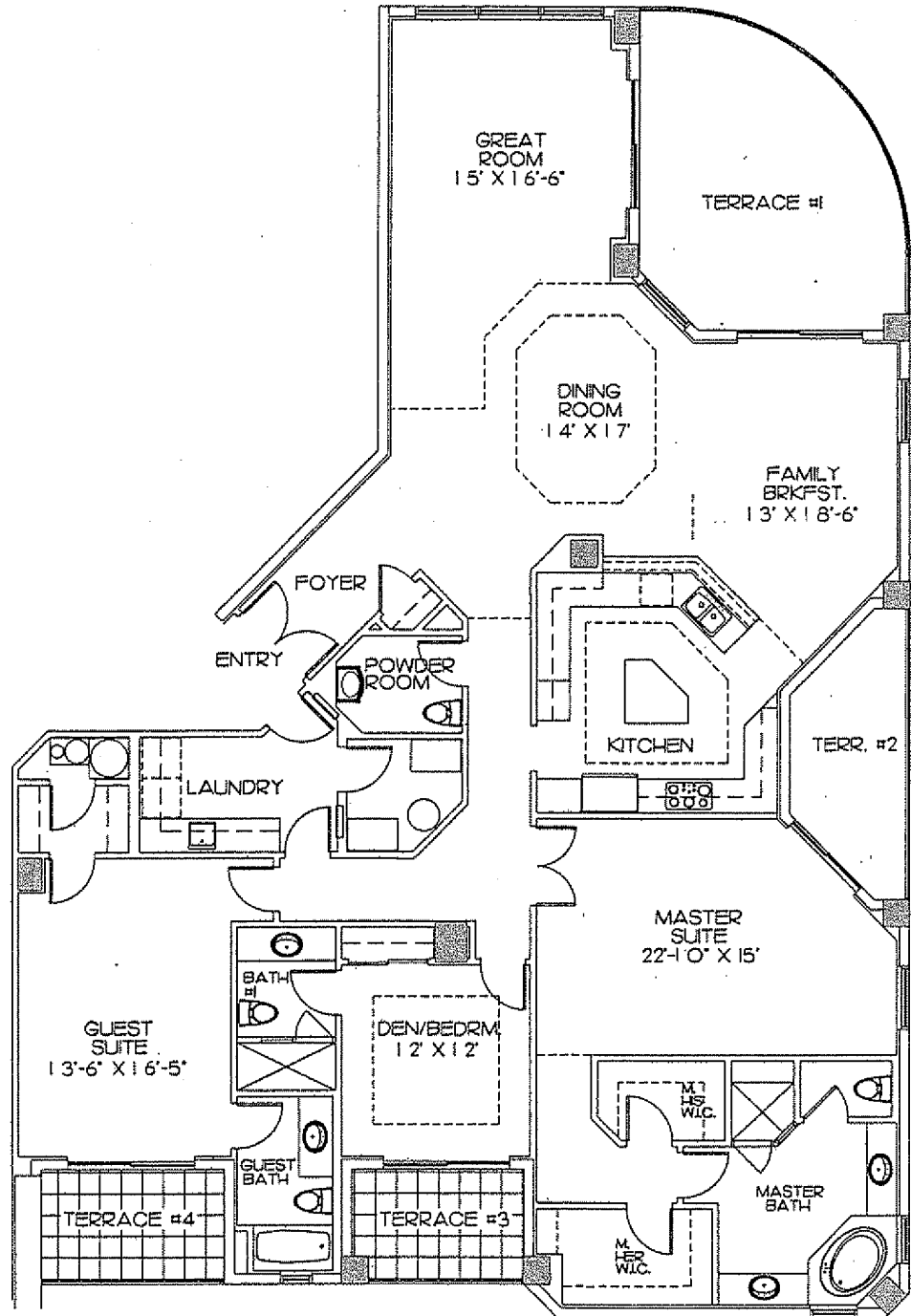
LA PALMA
TOWER RESIDENCE, 7TH





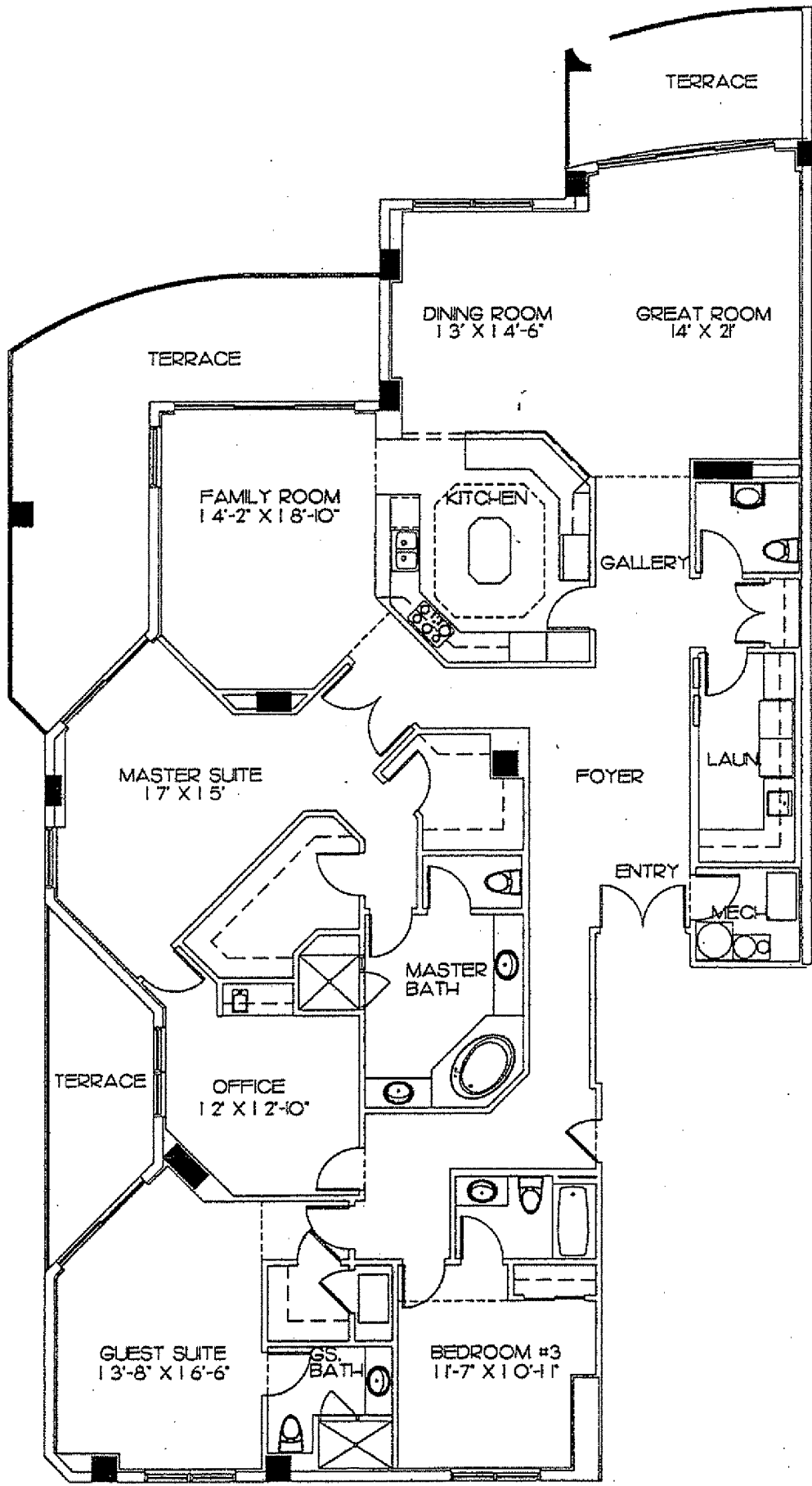
VALENCIA
TOWER RESIDENCE "2"





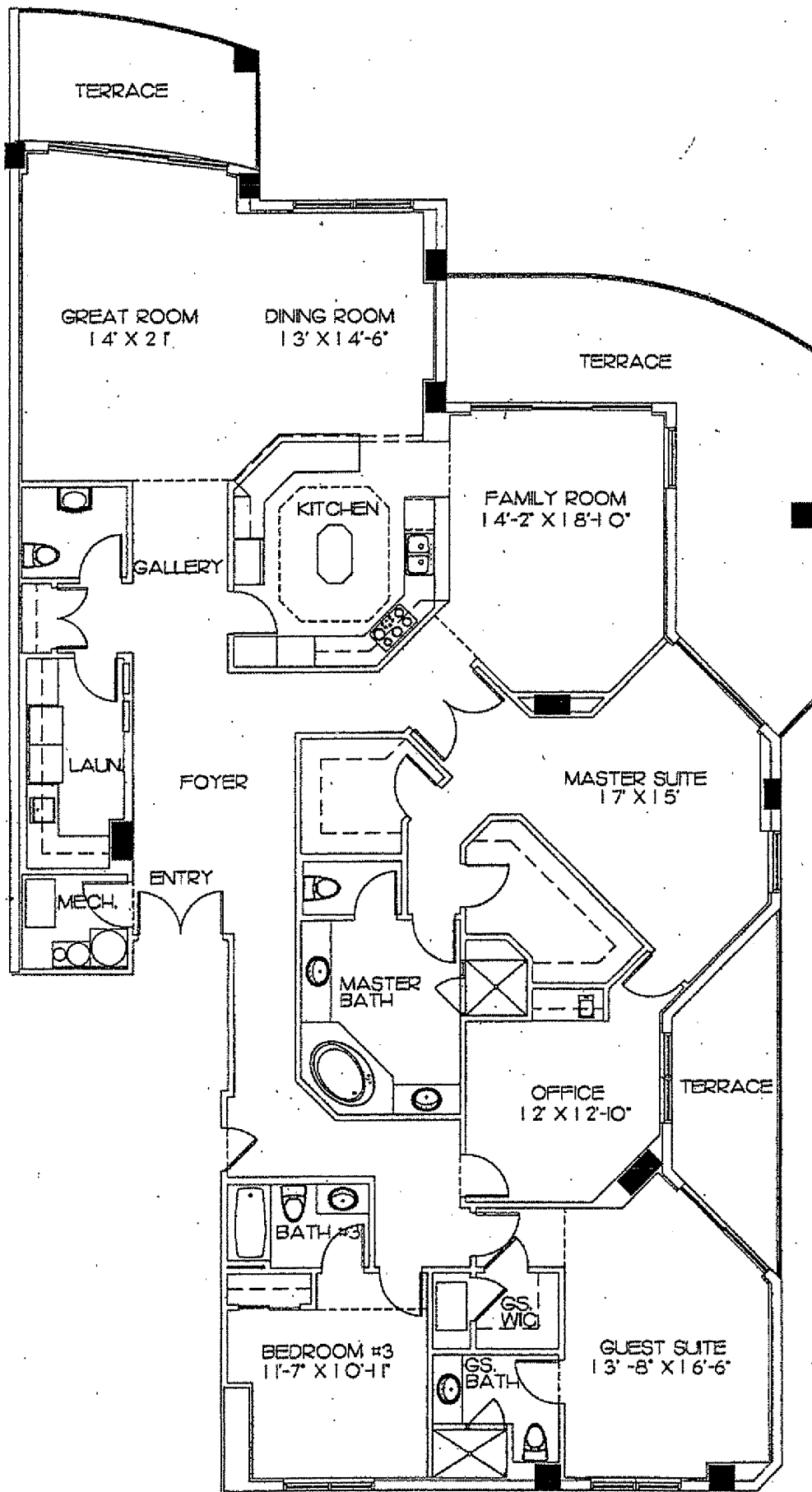
**LA PALMA
 TOWER RESIDENCE #3**





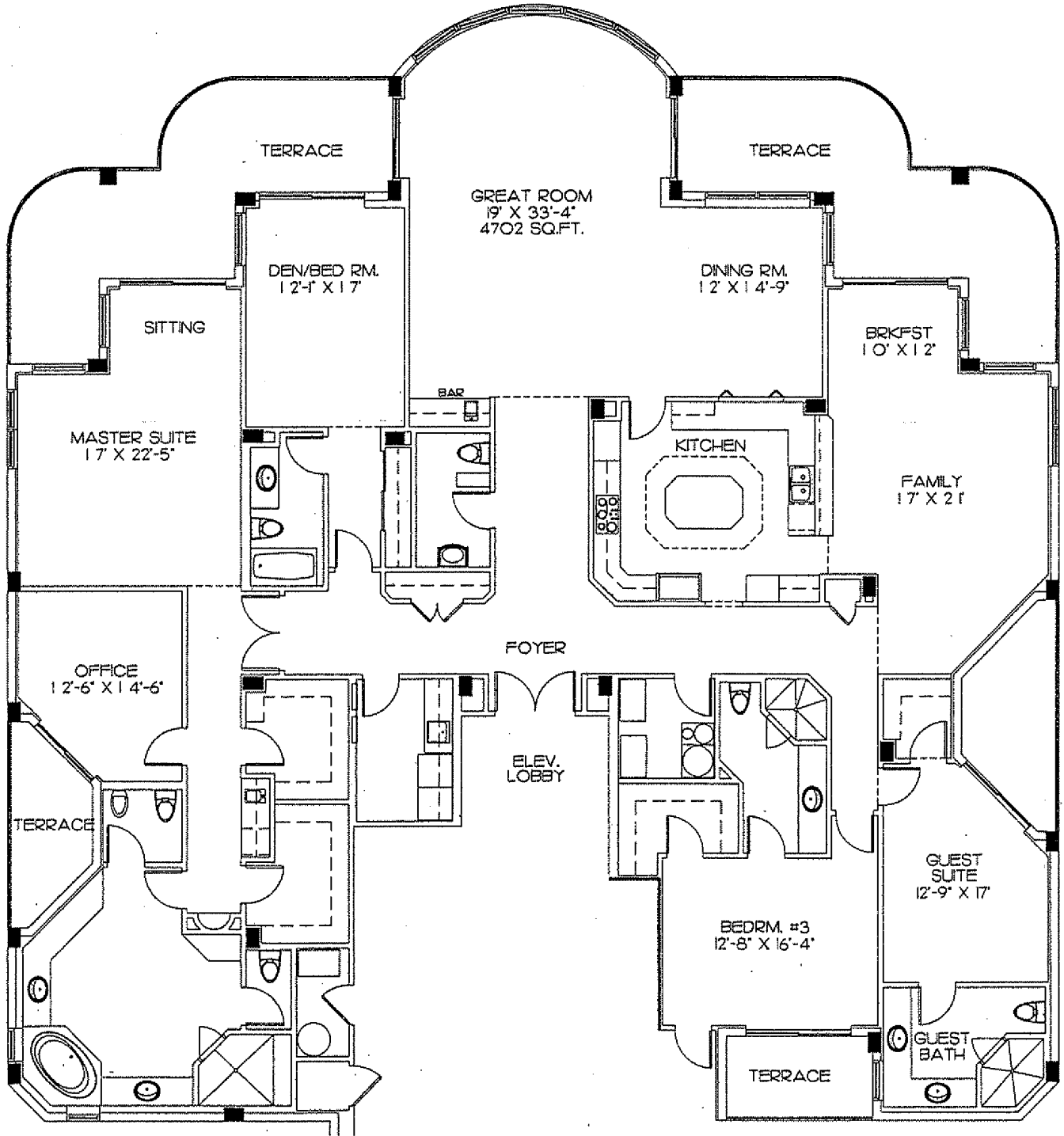
**SAVONA
TOWER RESIDENCE #4**



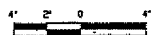


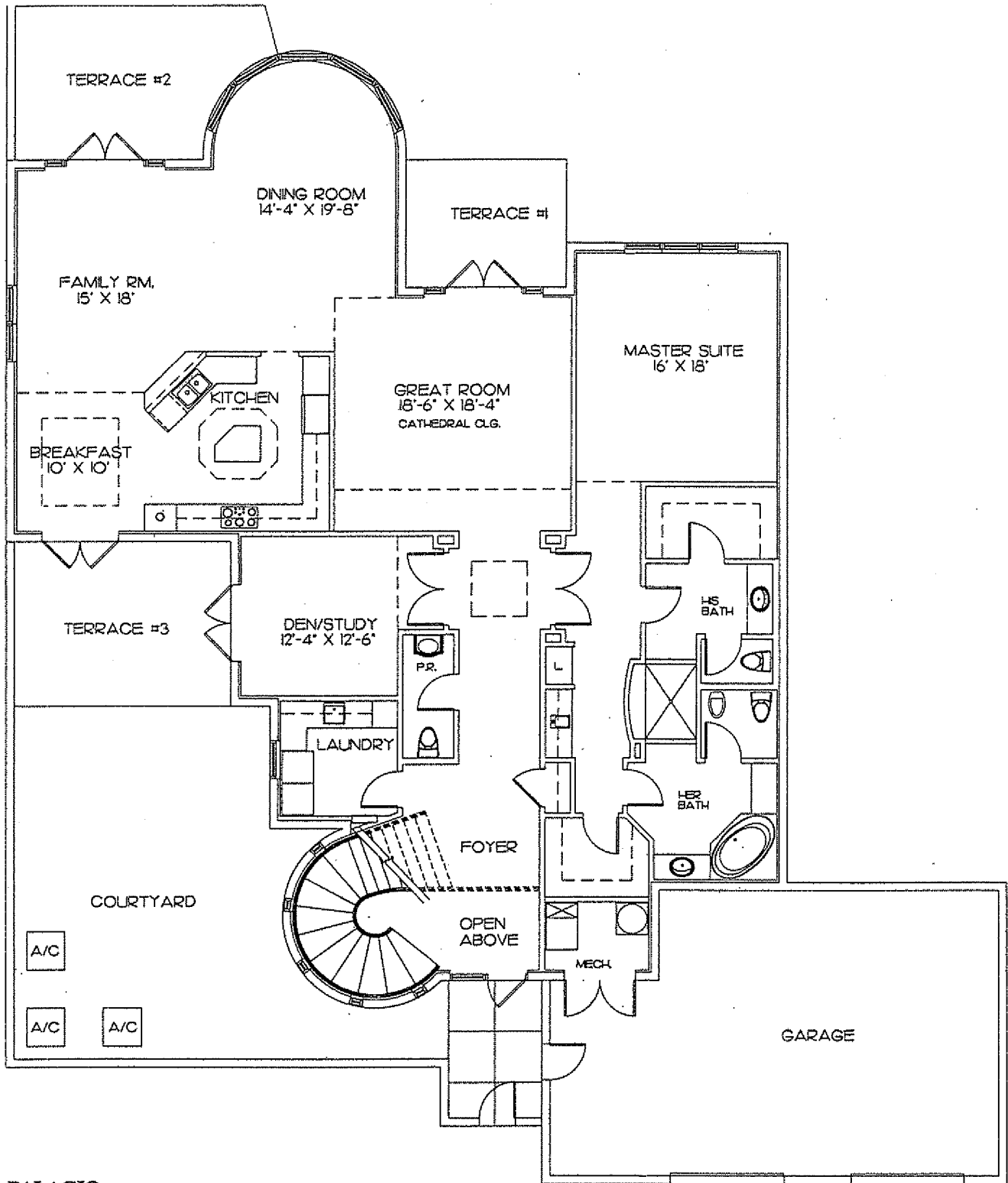
**SAVONA
TOWER RESIDENCE "5"**





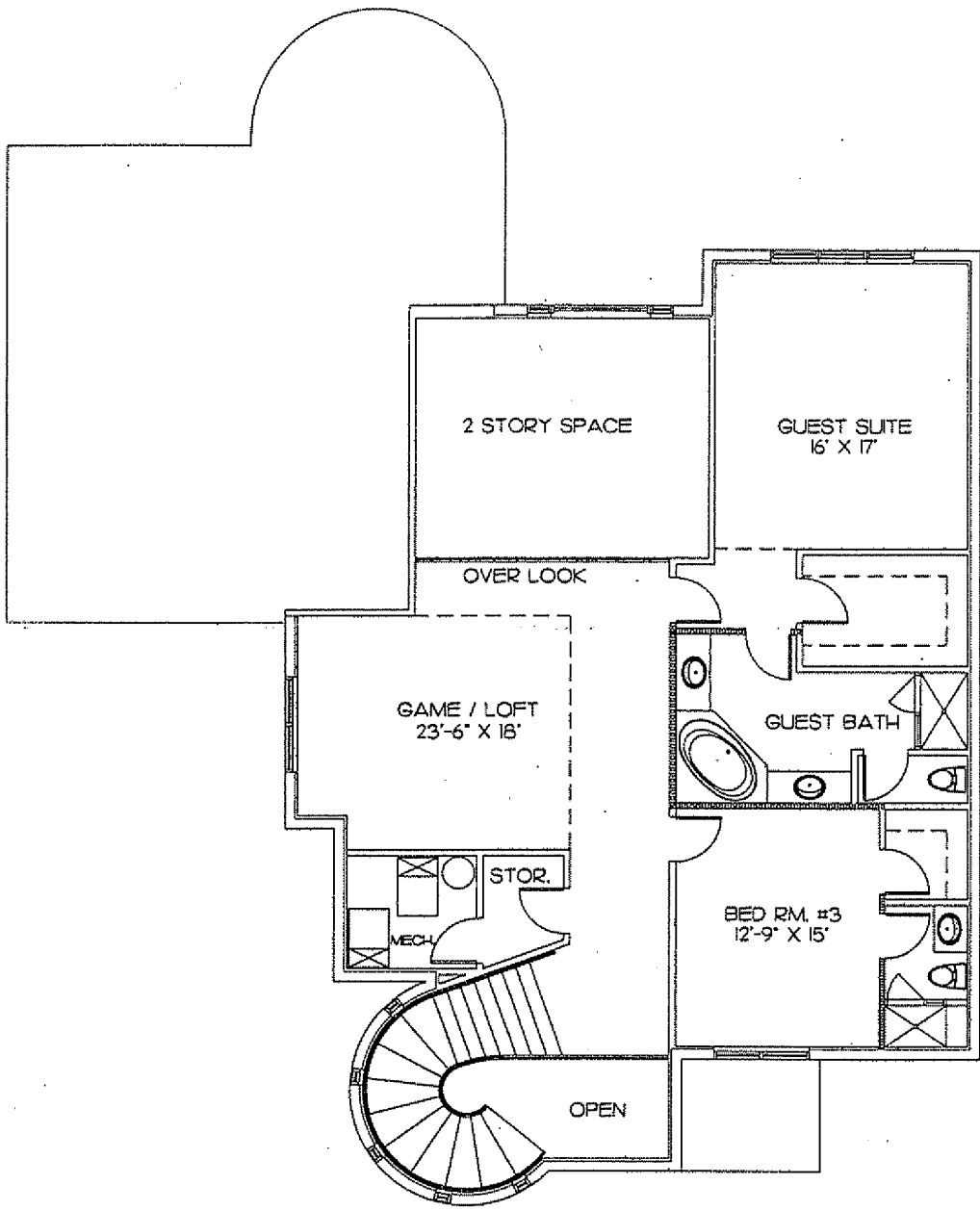
**PENTHOUSES
TOWER PLANS PENTHOUSE**



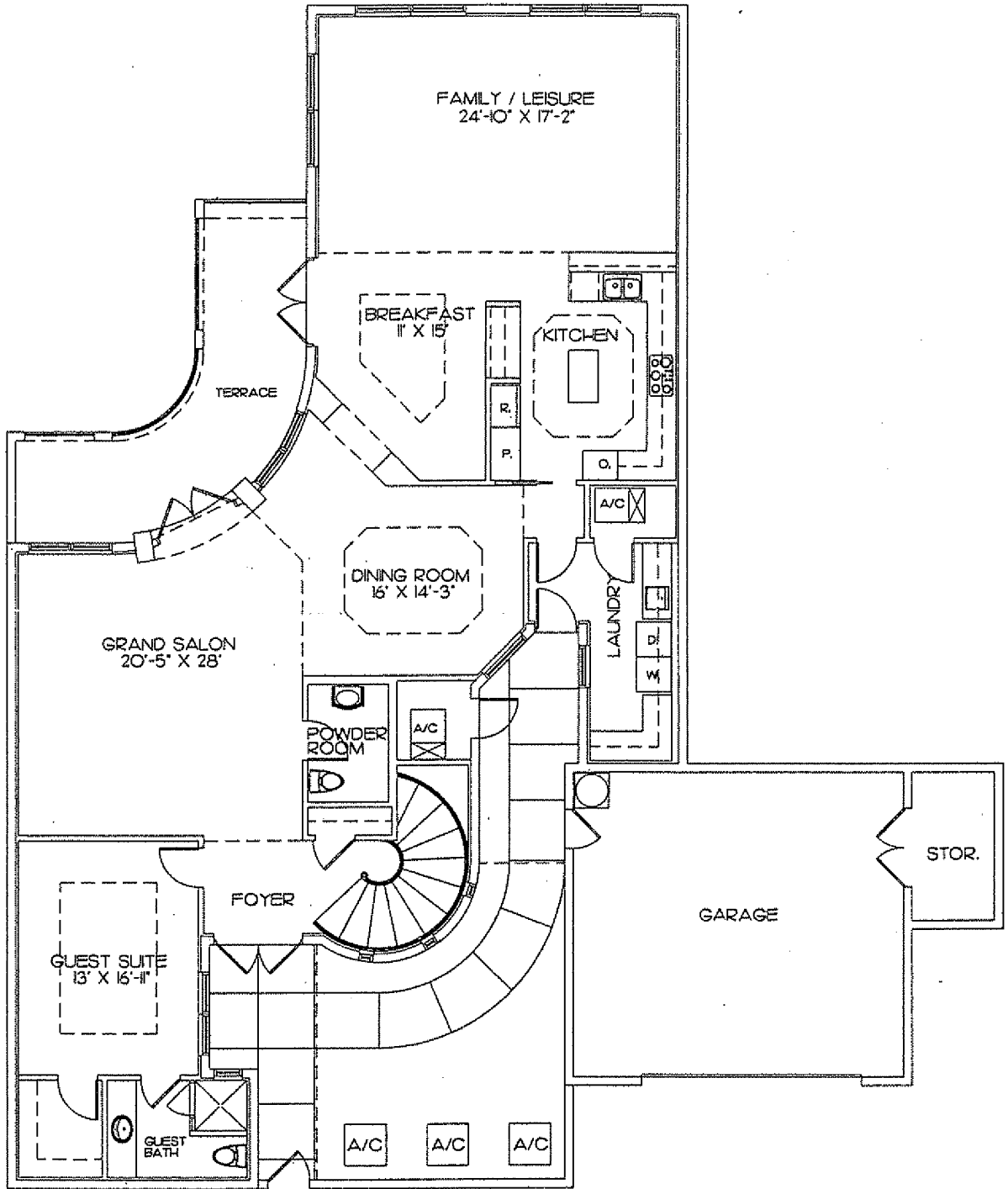


**PALAGIO
CITY HOME 1
1ST FLOOR PLAN**



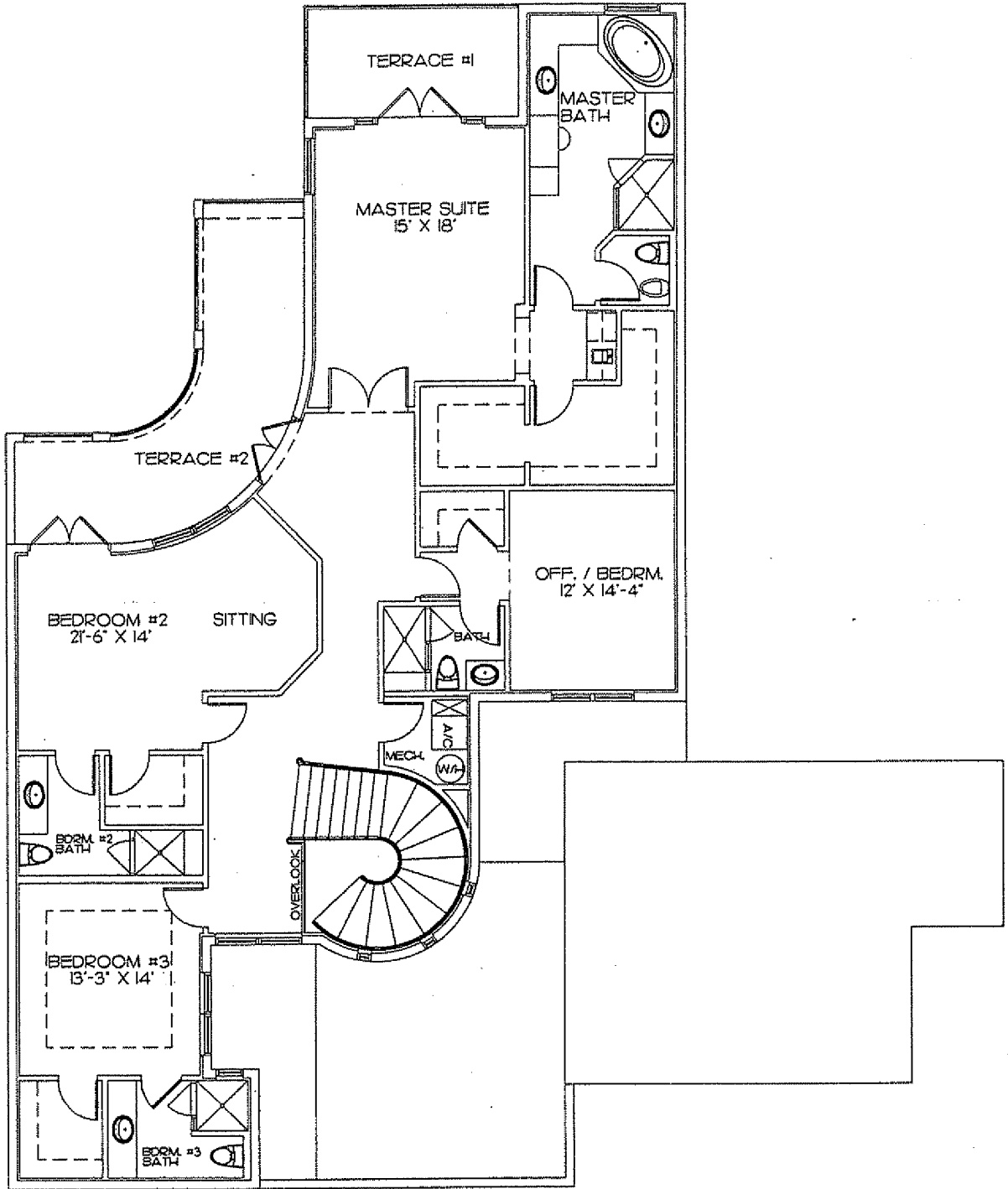


PALAGIO
CITY HOME 1
2ND FLOOR PLAN
 0 2 4



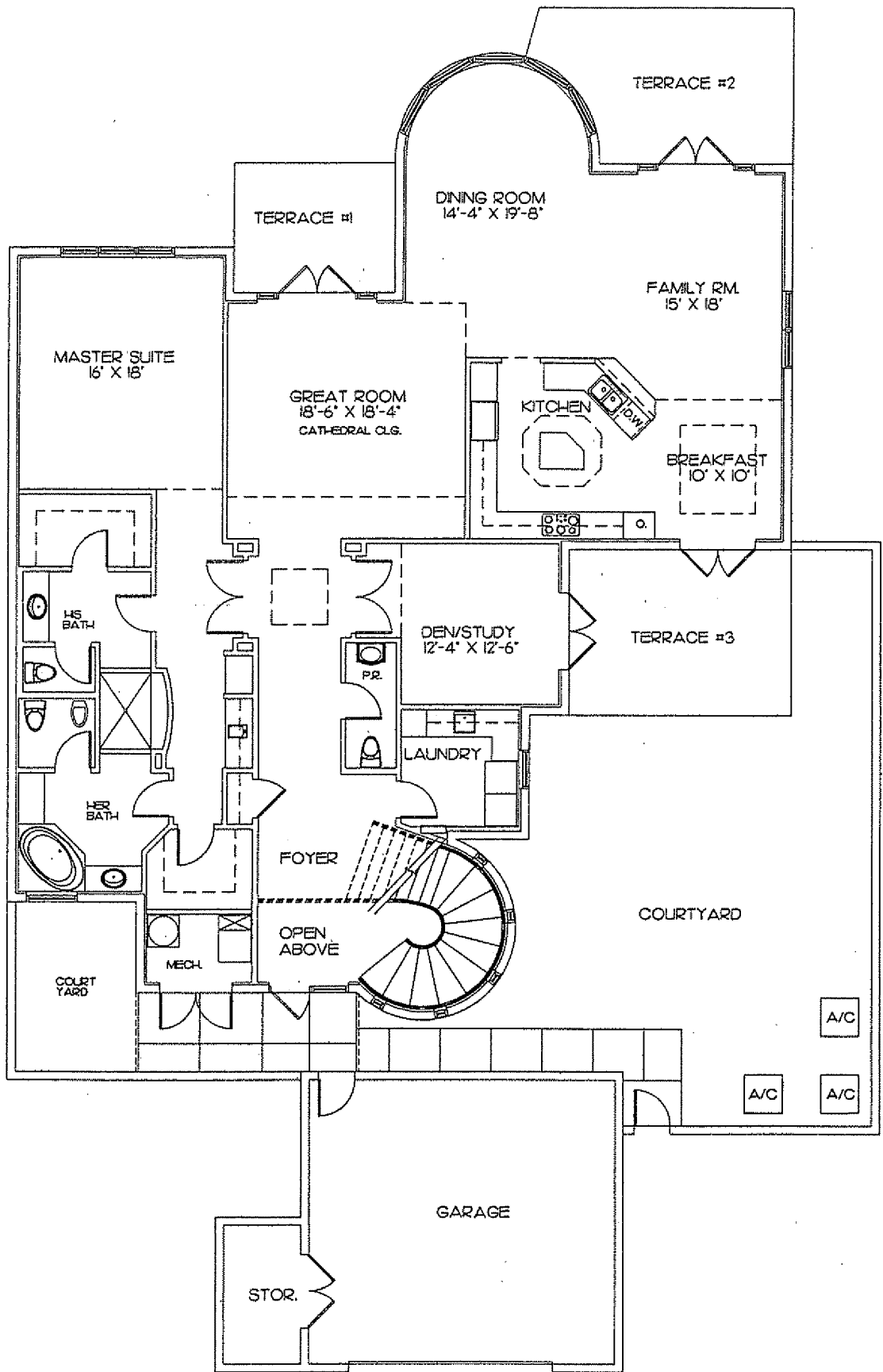
CITY HOME 2
 IMPEVIA
 1ST FLOOR PLAN





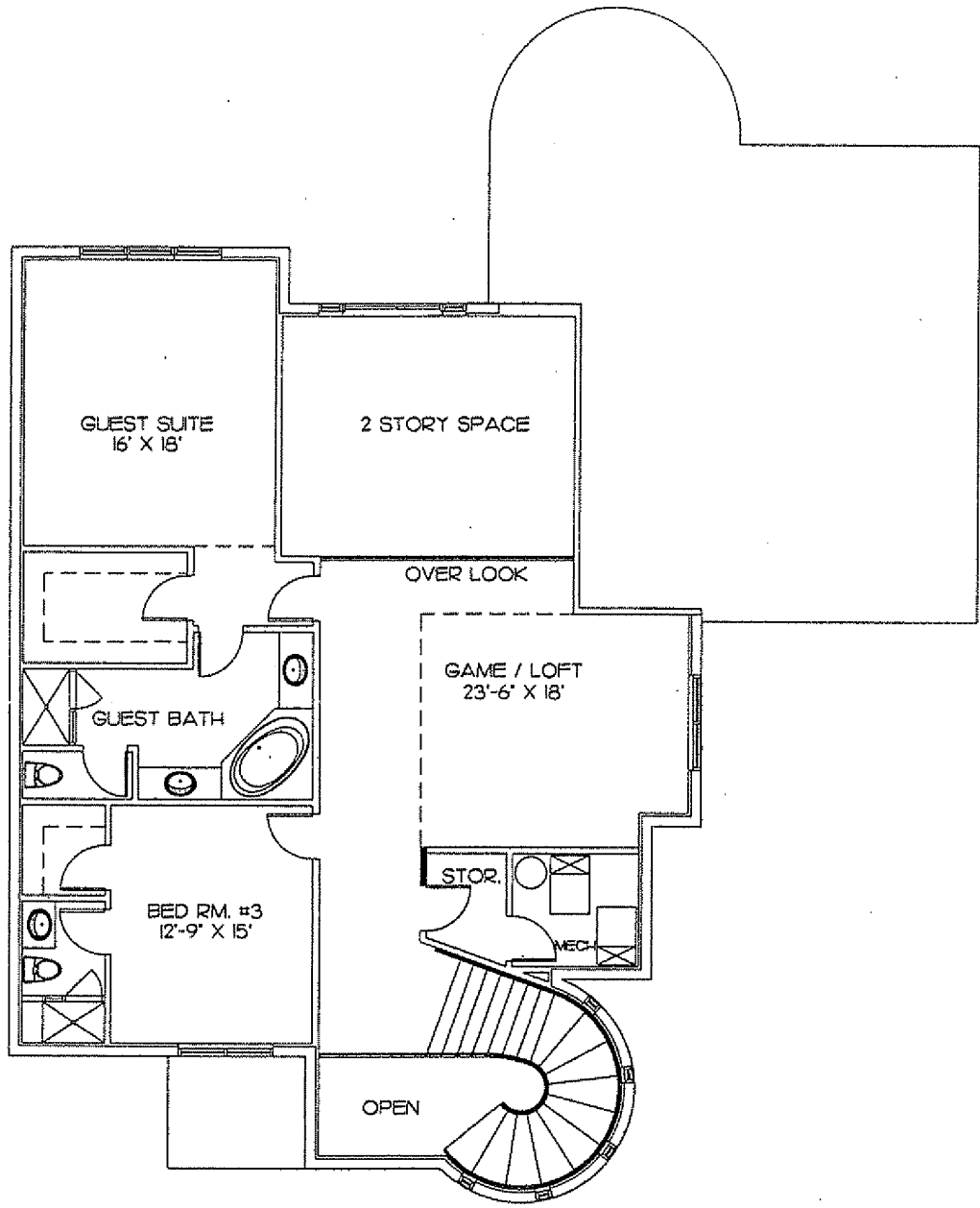
CITY HOME 2
 IMPEVIA
 2ND FLOOR PLAN





**PALAGIO
CITY HOME 3
1ST FLOOR PLAN**





**PALAGIO
CITY HOME 3
2ND FLOOR PLAN.**

Exhibit "C"
to Declaration of Covenants
Bylaws

Exhibit "D"
to Declaration of Covenants

PERCENTAGE OWNERSHIP OF COMMON ELEMENTS

THE ALAGON ON BAYSHORE
a Condominium

Unit Type	Number of Units	Percentage for each Unit Type	Total Percentage for Each Unit Type
Valencia	9	1.7444	15.6996
LaPalma	18	1.7923	32.2614
Savona	16	1.9967	31.9472
Penthouse	4	2.9264	11.7056
Palagio (townhouse)	2	2.7922	5.5844
Imperia (townhouse)	1	2.8018	2.8018
	<hr/> 50		<hr/> 100.00